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.

December 2, 2009

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – FATHER DAVID REESON, CHAPLAIN, NELLIS AIR FORCE BASE
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF LAS VEGAS ACADEMY CHOIR DIRECTOR SHAUNANTHONY
8. RECOGNITION OF WARD 2 RESIDENT SHANE EMERICK FOR RENDERING MEDICAL AID

BUSINESS ITEMS - MORNING

9. 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

10. Approval of the Final Minutes by reference of the regular City Council meeting of November 4, 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

11. Approval of the Community Charter for Symphony Park, the master planned mixed-use community located at 100 South Grand Central Parkway (APN's 139-33-511-002, 008 to 010, 139-33-610-025 to 027, 139-34-110-005, 007 to 009, 139-34-211-001 and 002) - Ward 5 (Barlow)

12. Approval of the Symphony Park Founder Agreement between City Parkway V, Inc., a Nevada non-profit company, and Newland Communities, LLC, a Delaware limited liability company, to manage Symphony Park Master Association of Symphony Park, a master planned mixed-use community located at 100 South Grand Central Parkway (APN's 139-33-511-002, 008 to 010, 139-33-610-025 to 027, 139-34-110-005, 007 to 009, 139-34-211-001 and 002) - Ward 5 (Barlow)

BUSINESS DEVELOPMENT - CONSENT

13. Approval for the City of Las Vegas to accept the conveyance of title to parcels totaling approximately 3.34 acres in the Las Vegas Enterprise Park from the Urban Chamber of Commerce and authorize the payment of property taxes, penalties, interest and fees due to Clark County for said parcels (APNs 139-21-313-013 and -015) ($45,000 – Industrial Development Revenue Fund) - Ward 5 (Barlow)

FIELD OPERATIONS - CONSENT

14. Approval authorizing staff to submit a Public Purpose Reservation to the Bureau of Land Management for 10-acres of land located west of Cliff Shadows Parkway, north of Hickam Avenue (APN 137-01-301-021) - Ward 4 (Anthony)

15. Approval of a First Amendment to Lease Agreement between the City of Las Vegas and Father Flanagan's Boy's Home for the property located at 821 North Mojave (APN 139-25-303-008) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

17. Approval to reallocate $400,000 of 1% Room Tax funding from the Public Works Capital Project Fund to Parks and Leisure Activity Capital Project Fund in order to provide additional funding needed for the Martin Luther King Median Landscape project - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

18. Approval of an extension of a Temporary Liquor Caterer License, Bonanza Mojave, LLC, dba Elegante Banquet Hall, 3020 East Bonanza Road, Suite 110, Sam Hamika, Owner, 100% - Ward 3 (Reese)

19. Approval of a Change of Location for a Liquor Caterer License, 6 Corona, Inc., dba El Oasis Salon de Fiestas, From: 3231 North Decatur Boulevard, Suite 134, To: 3100 East Lake Mead Boulevard, Victor Corona, Pres and Alma Corona, Secy, Dir - North Las Vegas

20. Approval of a Change of Ownership for a Supper Club License, From: Smallzl, Inc., dba Joey's Seafood and Grill, To: HAMOA, Inc., dba Melting Pot Restaurant, 8704 West Charleston Boulevard, Suite 102, Jonathon Heaton, Pres, Dir, 100% - Ward 2 (Wolfson)

21. Approval of a Change of Location for an Astrology License and a Psychic Arts and Science License, Kerry Fezza, dba Kerry Fezza, From: 7524 Tumbling Street, To: 8412 Haven Brook Court, Kerry Fezza, Owner - Ward 4 (Anthony)

22. Approval of a new Class II Secondhand Dealer License, Colleen & Tom Enterprises, Inc., dba Colleen's Classic Consignment, 1540 South Rainbow Boulevard, Colleen Aiken, Pres, Secy, Treas, Dir, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

23. Approval of award of Agreement No. 100107-TF, Construction Management Agreement for North and South Environmental Enhancement Areas at Floyd Lamb Park located at 9200 Tule Springs Road - Department of Public Works - Award recommended to: VTN NEVADA ($3,000,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

24. Approval of award of Blanket Services Agreement No. 100085-LD, Design and Construction Management located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($1,000,000 - Sanitation Enterprise Fund) - County

25. Approval of award of Blanket Services Agreement No. 100084-LD, Design and Construction Management located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CAROLLO ENGINEERS, P.C. ($1,000,000 - Sanitation Enterprise Fund) - County

26. Approval of award of Bid No. 09.1762.02-LED, Federal Project Numbers ARRA-009(119), ARRA-003-(121) and ARRA-003(122), 2009 Asphalt Overlay located on Lamb Boulevard from Charleston Boulevard to Owens Avenue, Alexander Road from Cimmaron Road to U.S. 95, Durango Drive from Cheyenne Avenue to Alexander Road and Hills Center Drive from Village Center Circle to Lake Mead Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: SOUTHERN NEVADA PAVING, INC. ($3,374,500 - Road and Flood Capital Projects Fund) - Wards 2, 3 and 4 (Wolfson, Reese and Anthony)

27. Approval of award of Amendment No. 1 to Agreement No. 100118-LD, Engineering Design Services Agreement for Bonneville/Clark One-way Couplet - Department of Public Works - Award recommended to: KIMLEY-HORN AND ASSOCIATES, INC. ($250,000 - Road and Flood Capital Projects Fund) - Ward 3 (Reese)

28. Approval of award of Contract No. 090227-CW, Radiological Services - Department of Fire and Rescue - Award recommended to: DESERT RADIOLOGY ($60,000 - General Fund)

29. Approval of award of Contract No. 080160-TB, Associated High Performance Tennis Professionals for the Amanda and Stacy Darling Tennis Center located at 7901 West Washington Avenue - Department of Leisure Services - Award recommended to: NEVADA ELITE TENNIS TRAINING, INC. ($100,000 - General Fund) - Ward 4 (Anthony)

PUBLIC WORKS - CONSENT

30. Approval to appraise and negotiate for real property for the future widening of Bonneville Avenue located on the northeast corner of Bonneville Avenue and Main Street, commonly known as 2 East Bonneville Avenue, being a portion of the Northwest Quarter of the Southwest Quarter of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, APNs 139-34-311-005 and -006 ($25,000 Regional Transportation Commission (RTC)-Gas Tax) - Ward 3 (Reese)

31. Approval of a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) to define maintenance responsibility for the construction of multi-use path and pedestrian crossings at Rainbow Boulevard and Decatur Boulevard for the Bonanza Trail project located within portions of the US-95 right-of-way between Tenaya Way and Decatur Boulevard - Wards 1 and 5 (Tarkanian and Barlow)

32. Approval of a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to fund the Rainbow Boulevard Road Repaving project located on Rainbow Boulevard between Smoke Ranch Road and Gowan Road ($1,910,537 - NDOT [Federal American Recovery and Reinvestment Act of 2009 Funding]) - Wards 4, 5 and 6 (Anthony, Barlow and Ross) and County

33. Approval of Interlocal Agreement 113779 between the City of Las Vegas and the Las Vegas Valley Water District for extension of water facilities for the Sandhill Owens Park and Trailhead (a.k.a. Douglas A. Selby Park and Trailhead) located at Sandhill Drive and Owens Avenue ($107,718 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

34. Approval of a Cooperative Agreement between the City of Las Vegas and the Nevada Department of Transportation in conjunction with the widening of US-95 from Washington Avenue to Ann Road ($173,548 - 1% Room Tax Fund/Sanitary Enterprise Fund) - Wards 1, 4, 5 and 6 (Tarkanian, Anthony, Barlow and Ross)

RESOLUTIONS - CONSENT

35. R-81-2009 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)

36. R-82-2009 - Approval of Resolution supporting pursuit of the competitive energy efficiency and conservation block grant program funding, as part of the American Recovery and Reinvestment Act of 2009, for performing energy efficient retrofits to buildings within the community – All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

37. Discussion and possible action regarding a Memorandum of Understanding (MOU) between the Culinary Workers' Union, the City of Las Vegas, and the City of Las Vegas Redevelopment Agency(RDA) regarding labor matters within the City of Las Vegas and City of Las Vegas Redevelopment Area ($25,000 - Special Revenue Funds) [NOTE: This item is related to RDA Item 4] - All Wards

CITY ATTORNEY - DISCUSSION

38. Hearing, discussion and possible action regarding complaint seeking disciplinary action against Admistca, Inc., a Nevada corporation; William L. Jacobs and Adela Jacobs, individuals and officers of Admistca, Inc., all doing business as Paradise Lounge, 530 South Martin Luther King Boulevard, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

39. ABEYANCE ITEM - 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)

40. Discussion and possible action regarding Temporary Approval of a Liquor Caterer License subject to Health Dept. regulations, Mundo, LLC, dba Mundo A Culinary Haute Spot, 495 South Grand Central Parkway, Suite 116, Irma Aguirre, Managing Mmbr, George Harris, Managing Mmbr, George Collaso, Interest, and Robert T. Beers, Interest - Ward 5 (Barlow) - [NOTE: Item to be heard in the afternoon session in conjunction with Item 91 - SUP-35838]

41. Discussion and possible action regarding Temporary Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to the provisions of the planning code and Health Dept. regulations, From: Pounders, Inc, dba Pounders Sports Lounge, 332 West Sahara Avenue, To: Mundo, LLC, dba Mundo A Culinary Haute Spot, 495 South Grand Central Parkway, Suite 116, Irma Aguirre, Managing Mmbr, George Harris, Managing Mmbr, George Collaso, Interest, and Robert T. Beers, Interest - Ward 5 (Barlow) [NOTE: Item to be heard in the afternoon session in conjunction with Item 91 - SUP-35838]

42. ABEYANCE ITEM - 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)

BOARDS & COMMISSIONS - DISCUSSION

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

44. REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE - Terrence P. Kane, P.E., Term Expiration 12-3-2009

45. PARK & RECREATION ADVISORY COMMISSION – Michael R. Aker Sr., Term Expiration 12-3-2009

46. ANIMAL ADVISORY COMMITTEE – Charles Fitzgerald, Term Expiration 12-3-2009

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. 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

48. 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

49. 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

50. 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.

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.

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

52. 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

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.

53. Bill No. 2009-52 - Levies Assessment for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road). Sponsored by: Step Requirement

54. Bill No. 2009-53 – Adopts an amended development agreement with Cliffs Edge, LLC for the Cliffs Edge (Providence) Development, generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road. Sponsored by: Councilman Steven D. Ross

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

56. EOT-36360 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-6510) FROM R-1 (SINGLE FAMILY RESIDENTIAL) AND R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO C-1 (LIMITED COMMERCIAL) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road (APN 139-29-704-019 through 025), Ward 5 (Barlow). Staff recommends APPROVAL

57. EOT-36364 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Variance (VAR-11714) TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial)and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

58. EOT-36365 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BUD HOLDINGS LLC - Request for an Extension of Time of a previously approved Variance (VAR-11712) TO ALLOW 400 PARKING SPACES WHERE 493 SPACES ARE THE MINIMUM REQUIRED FOR A PROPOSED MIXED USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

59. EOT-36361 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-6504) FOR A PROPOSED MIXED USE DEVELOPMENT adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

60. EOT-36362 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BUD HOLDINGS LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-8067) FOR A 350-FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

61. EOT-36358 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) FOR A PROPOSED 12-STORY MIXED USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS TO ALLOW A 10-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

62. EOT-36228 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: WAYWARD PROPERTIES INC. - Request for an Extension of Time of a previously approved Variance (VAR-18924) TO ALLOW SEVEN PARKING SPACES WHERE 11 ARE REQUIRED FOR A PROPOSED TWO STORY, 3,299 SQUARE-FOOT OFFICE BUILDING on 0.16 acres at 514 Seventh Street (APN 139-34-710-024), P-R (Professional Office and Parking Lot) Zone, Ward 3 (Reese). Staff recommends APPROVAL

63. EOT-36229 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: WAYWARD PROPERTIES, INC. - Request for an Extension of Time of a previously approved Variance (VAR-19609) TO ALLOW A 50-FOOT LOT WIDTH WHERE 60 FEET IS THE MINIMUM LOT WIDTH REQUIRED, AND A FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED TWO STORY, 3,299 SQUARE-FOOT OFFICE BUILDING on 0.16 acres at 514 South Seventh Street (APN 139-34-710-024), P-R (Professional Office and Parking Lot) Zone, Ward 3 (Reese). Staff recommends APPROVAL

64. EOT-36227 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WAYWARD PROPERTIES, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18925) FOR A TWO STORY, 3,299 SQUARE-FOOT PROFESSIONAL OFFICE BUILDING WITH WAIVERS TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTHS OF FOUR FEET ON THE NORTH AND ZERO FEET ON THE SOUTH PROPERTY LINES WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.16 acres at 514 Seventh Street (APN 139-34-710-024), P-R (Professional Office and Parking Lot) Zone, Ward 3 (Reese). Staff recommends APPROVAL

65. EOT-36105 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BEAZER HOMES HOLDING CORPORATION, LLC - Request for an Extension of Time of a previously approved Variance (VAR-9078) TO ALLOW A 13-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM REQUIRED ON THREE PROPOSED LOTS WITHIN AN APPROVED 313-LOT RESIDENTIAL DEVELOPMENT on 0.24 acres adjacent to the northeast corner of Farm Road and Puli Road (APN 126-13-212-007, 008 and 181), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

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

66. GPA-36056 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to AMEND THE DOWNTOWN NORTH LAND USE PLAN on 772 acres, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL

67. MOD-35911 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT - Request for a Major Modification to the Summerlin Master Development Plan TO AMEND THE EXISTING LAND USE DESIGNATION FROM: COS (COMMUNITY OPEN SPACE) TO: SF1 (SINGLE FAMILY DETACHED) on 0.27 acres, a portion of 9021 and 9025 Greensboro Lane (APNs 138-29-110-058 and 059), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

68. ZON-36119 - REZONING - PUBLIC HEARING - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 1.43 acres generally located on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road (APN 138-14-802-007), Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend APPROVAL

69. SUP-36117- SPECIAL USE PERMIT RELATED TO ZON-36119 - PUBLIC HEARING - APPLICANT: HORVATH TOWERS - OWNER: SURETE SIETE, LLC - Request for a Special Use Permit FOR A PROPOSED 85-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPINE) generally located on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road (APN 138-14-802-007), U (Undeveloped) [SC (Service Commercial) General Plan Designation] Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend APPROVAL

70. ZON-36092 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 2.5 acres generally located at 5591 North Cimarron Road (APN 125-33-101-005), Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend APPROVAL

71. SUP-36136 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: UNITY BAPTIST CHURCH - Request for a Special Use Permit FOR A PROPOSED CHURCH/HOUSE OF WORSHIP at 545 Marion Drive (APN 140-32-501-001 and 002), R-E (Residence Estates) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

72. SDR-36124 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-36136 - PUBLIC HEARING - APPLICANT/OWNER: UNITY BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 48,816 SQUARE-FOOT ADDITION TO AN EXISTING 8,000 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A 10-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER WHERE 15 FEET IS REQUIRED on 4.17 acres at 545 Marion Drive (APN 140-32-501-001 and 002), R-E (Residence Estates) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

73. SUP-35909 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SECOND CHANCES BOUTIQUE - OWNER: TRAILWOOD CENTER, LLC - Request for a Special Use Permit FOR A PROPOSED 1,549 SQUARE FOOT THRIFT SHOP at 9691 Trailwood Drive, Suite #101 (APN 138-19-420-004), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

74. SUP-36072 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FRANCISCO LUJAN - OWNER: HIMIDIAN NERCES SARKIS LIVING TRUST - Request for a Special Use Permit FOR A PROPOSED 988 SQUARE-FOOT THRIFTSHOP at 1412 East Charleston Boulevard (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

75. SUP-36147 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 12,664 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CITY PARK, 100 FEET FROM A SIMILAR USE, 100 FEET FROM A RELIGIOUS FACILITY AND 400 FEET FROM A SCHOOL WHERE 1500 FEET IS THE MINIMUM DISTANCE REQUIRED at 3151 East Washington Avenue (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

76. RQR-35792 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC - Request for a Required Review of a previously approved Special Use Permit (SUP-4811) FOR A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE SIGN at 3319 Meade Avenue (APN 162-08-303-004), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

77. RQR-35793 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC - Request for a Required Review of a previously approved Special Use Permit (SUP-4812) FOR A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE SIGN at 3542 Sirius Avenue (APN 162-08-303-027), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

78. RQR-35930 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA - Request for a Required Review of a previously approved Special Use Permit (SUP-4592) FOR A 40-FOOT TALL, 10-FOOT X 40-FOOT OFF-PREMISE SIGN at 2744 Highland Drive (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

79. ROC-36349 - REVIEW OF CONDITION – PUBLIC HEARING - APPLICANT/OWNER: WMC III ASSOCIATES LLC - Request for a Review of Condition Number 5 of a previously approved Site Development Plan Review (SDR-4841) TO ALLOW AN ADDITIONAL FIVE YEARS FOR THE SITE PLAN FOR A 345,670 SQUARE-FOOT TEMPORARY EXHIBIT SPACE on 20.68 acres at 209 South Grand Central Parkway (APNs 139-33-511-004 and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

80. VAC-36135 - VACATION - PUBLIC HEARING - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC - Petition to Vacate an existing 20-foot wide drainage easement and public sewer easements generally located on the south side of Darling Road, 600 feet west of Tenaya Way, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

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

82. VAR-36338 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, LLC - Request for a Variance TO ALLOW ZERO LOADING ZONES WHERE ONE IS REQUIRED on a portion of 25.03 acres at the northwest corner of El Capitan Way and Durango Drive (APN 125-17-612-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

83. SUP-36111 - SPECIAL USE PERMIT RELATED TO VAR-36338 - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, LLC - Request for a Special Use Permit FOR A PROPOSED 2,155 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH at the northwest corner of El Capitan Way and Durango Drive (APN 125-17-612-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

84. SDR-36112 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-36338 AND SUP-36111 - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, LLC - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-20496) FOR A PROPOSED 2,155 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH WITH A WAIVER OF TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW NO LANDSCAPING WITHIN THE ADDITIONAL 10-FOOT SETBACK AREA REQUIRED ALONG THE EAST PERIMETER FOR A FAST FOOD RESTAURANT, AND FOR A 72-FOOT TALL CLOCK TOWER WHERE A 39-FOOT TALL TOWER WAS PREVIOUSLY APPROVED on 25.03 acres at the northwest corner of El Capitan Way and Durango Drive (APN 125-17-612-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends DENIAL

85. ROC-36456 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT LLC - Request for a Review of Condition #21 of a previously approved Site Development Plan Review (SDR-20496) TO ALLOW 24-HOUR OPERATIONS FOR THE NORTHERNMOST BUILDING WHERE 6 A.M. TO 10 P.M. IS CURRENTLY ALLOWED on 25.03 acres at 7757 North El Capitan Way (APN 125-17-612-001), T-C (Town Center) Zoning, Ward 6 (Ross). Staff recommends DENIAL

86. VAR-35778 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CARR LIVING TRUST U/A - Request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING 567 SQUARE-FOOT ADDITION TO A SINGLE FAMILY DWELLING on 0.19 acres at 6017 Cottontail Cove Street (APN 125-26-610-069), R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

87. VAR-35857 - VARIANCE - PUBLIC HEARING - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC - Request for a Variance TO ALLOW 105 PARKING SPACES WHERE 113 SPACES ARE REQUIRED FOR A PROPOSED 800 SQUARE-FOOT RESTAURANT EXPANSION on 2.15 acres at 941 North Pecos Road (APN 139-25-601-004), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

88. SUP-35932 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: FOUSTON JORDAN - Request for a Special Use Permit FOR A PROPOSED CHURCH/HOUSE OF WORSHIP at 1230 West Adams Avenue (APN 139-28-607-009), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend DENIAL

89. SDR-35931 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-35932 - PUBLIC HEARING - APPLICANT/OWNER: FOUSTON JORDAN - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 2,871 SQUARE-FOOT RESIDENCE TO A CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW BUFFER WIDTHS OF FIVE FEET, TWO FEET, AND SEVEN FEET ALONG THE EAST, WEST, AND NORTH PERIMETERS, RESPECTIVELY; WHERE EIGHT FEET IS REQUIRED AND SIX FEET ALONG THE FRONT PERIMETER WHERE 15 FEET IS REQUIRED on 0.60 acres at 1230 West Adams Avenue (APN 139-28-607-009), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend DENIAL

90. SUP-35891 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 10,565 SQUARE-FOOT PACKAGE LIQUOR OFF-SALE ESTABLISHMENT at 780 South Rampart Boulevard (APN 138-32-312-002), PD (Planned Development) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL

91. SUP-35838 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MUNDO, LLC - OWNER: WMCV PHASE 1, LLC - Request for a Special Use Permit TO ADD A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) USE WITHIN AN EXISTING 6,621 SQUARE FOOT RESTAURANT WITH WAIVERS TO ALLOW A 660-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,500 FEET IS REQUIRED AND AN 885-FOOT DISTANCE SEPARATION FROM A CHILD CARE CENTER WHERE 1,500 FEET IS REQUIRED at 495 South Grand Central Parkway, Suite #116 (APN 139-33-610-023), PD (Planned Development) Zone, Ward 5 (Barlow). Note: To be heard in conjunction with Morning Session Item Numbers 40 and 41. The Planning Commission (7-0 vote) and staff recommend APPROVAL

92. SUP-36130 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WONDERFITS FASHION EXCHANGE, LLC - OWNER: TETON DURANGO 2008, LLC - Request for a Special Use Permit FOR A PROPOSED 1,355 SQUARE-FOOT SECONDHAND DEALER (WEARING APPAREL) USE at 8053 North Durango Drive, Suite #130 (APN 125-08-806-003), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

93. ROC-36423 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: BELL REAL ESTATE COMPANY - Request for a Review of Conditions #3 and #4 of a previously approved Major Modification (SDR-21141) to an approved Site Development Plan Review (SDR-11676) TO DELETE THE REQUIREMENTS FOR RIGHT-OF-WAY IMPROVEMENTS PER THE DOWNTOWN CENTENNIAL STREET STANDARDS IN CONDITION #3 AND DELETE THE REQUIREMENT FOR ALL TREES IN CONDITION #4 on 1.77 acres at 2030, 2112, 2100, and 2114 Industrial Road (APNs 162-04-704-008, 162-04-802-001, 002, 003 and 004), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL

94. DIR-35476 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: WESTLEIGH NEIGHBORHOOD ASSOCIATION - OWNER: PEDRO FLORES, ET AL - Request to designate the Westleigh Neighborhood as an Historic District on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-35007), generally bounded by a public alley approximately 160 feet south of Charleston Boulevard on the north, Valley View Boulevard on the west, Oakey Boulevard on the south and Cashman Drive on the east, (APNs Multiple), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) recommends DENIAL. Staff recommends APPROVAL

SET DATE

95. 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

96. 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 PARTICIPATION

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

****

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

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

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

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

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

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

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

SUBJECT:
INVOCATION – FATHER DAVID REESON, CHAPLAIN, NELLIS AIR FORCE BASE

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

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

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF LAS VEGAS ACADEMY CHOIR DIRECTOR SHAUNANTHONY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF WARD 2 RESIDENT SHANE EMERICK FOR RENDERING MEDICAL AID

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
BUSINESS ITEMS:

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

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of November 4, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
ADMINISTRATIVE:

Approval of the Community Charter for Symphony Park, the master planned mixed-use community located at 100 South Grand Central Parkway (APN's 139-33-511-002, 008 to 010, 139-33-610-025 to 027, 139-34-110-005, 007 to 009, 139-34-211-001 and 002) - Ward 5 (Barlow)

Fiscal Impact

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

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

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Community Charter for Symphony Park

APN NOS: 139-33-511-002
139-33-511-008
139-33-511-009
139-33-511-010
139-33-610-025
139-33-610-026
139-33-610-027
139-34-110-005
139-34-110-007
139-34-110-008
139-34-110-009
139-34-211-001
139-34-211-002

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Office of Business Development

(Space Above Line For Recorder's Use)

COMMUNITY CHARTER

FOR

SYMPHONY PARK

TABLE OF CONTENTS
(continued)

Page

INDEX TO DEFINED TERMS VI

PREAMBLE 2

DECLARATION OF COVENANT 3

PART ONE: INTRODUCTION TO THE COMMUNITY 4

Chapter 1 Governing Documents 4

1.1. Scope and Applicability 4
1.2. Additional Covenants 5
1.3. Conflicts 5
1.4. Definitions 5
1.5. Interpretation of Certain References 5

Chapter 2 Community Administration 7

2.1. The Founder 7
2.2. The Association 8
2.3. The Board 8
2.4. The Parcel Owners 8
2.5. Parcel Developers 9
2.6. Mortgagees 9

Chapter 3 Community Structure and Organization 10

3.1. Property Designations Within the Community 10
3.2. Service Areas 10

Chapter 4 Association Membership and Voting Rights 12

4.1. Membership 12
4.2. Voting 12

PART TWO: COMMUNITY STANDARDS 14

Chapter 5 Design Standards Compliance 14

5.1. General 14
5.2. Design Review Compliance 14
5.3. Limitation of Liability 15
5.4. Certificate of Compliance 15
5.5 Final Approved Floor Plans. 15
5.6 Temporary Signage 16

Chapter 6 Maintenance, Repair, and Replacement 17

6.1. Maintenance by Parcel Owners 17
6.2. Maintenance by the Association 17

TABLE OF CONTENTS
(continued)

Page

6.3. Maintenance and Repair of Party Walls and Similar Structures 17
6.4. Responsibility for Repair and Reconstruction 18

Chapter 7 Use and Conduct 19

7.1. Use, Occupancy, and Transfer of Interests in Parcels 19
7.2. Rulemaking Authority and Procedures 21
7.3. Protection of Parcel Owners and Others 22
7.4. Parcel Owners' Acknowledgment and Notice to Purchasers 23
7.5. Construction Activities on Parcels 23

Chapter 8 Compliance and Enforcement 24

8.1. Compliance 24
8.2. Remedies for Non-Compliance 24
8.3. Board Decision to Pursue Enforcement Action 25
8.4. Attorneys Fees and Costs 25

PART THREE: ASSOCIATION OPERATIONS 26

Chapter 9 Promotion of Symphony Park 26

9.1. Authority 26
9.2. Advisory Committee 26

Chapter 10 RESERVED 27

Chapter 11 Property Management 28

11.1. Acceptance and Control of Association Property 28
11.2. Maintenance of Area of Common Responsibility 28
11.3. Operation of Area of Common Responsibility 29
11.4. Restoring Damaged Improvements within the Area of Common Responsibility 29
11.5. Relationships with Other Properties 30

Chapter 12 Provision of Services 31

12.1. Provision of Services 31
12.2. Provision of Services to Service Areas 31
12.3. Community Service Systems 32
12.4. Community Security 32
12.5. Transportation Management 32

Chapter 13 Insurance 34

13.1. Required Coverage 34
13.2. Deductibles 35
13.3. Policy Requirements 35
13.4. Association Insurance Premiums 35
13.5. Parcel Insurance 35

TABLE OF CONTENTS
(continued)

Page

Chapter 14 Association Finances 37

14.1. Association Expenses 37
14.2. Budgeting for and Allocating Association Expenses 37
14.3. Special Assessments 40
14.4. Specific Assessments 40
14.5. Authority to Assess Parcel Owners; Time of Payment 40
14.6. Personal Obligation for Assessments 41
14.7. Lien for Assessments 41
14.8. Exempt Property 42
14.9. Use and Consumption Fees 43
14.10 Ombudsman and Other Fees 43

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY 44

Chapter 15 Easements 44

15.1. Easements in Area of Common Responsibility 44
15.2. Easements for Maintenance, Emergency, and Enforcement 44
15.3. Easements for Utilities and Other Infrastructure 45
15.4. Easements to Facilitate Development of Additional Property 45
15.5. Easements Between Adjacent Properties 46
15.6. Easement to Inspect and Right to Correct 46
15.7. Exercise of Easements; Minimal Interference 47

Chapter 16 Disclosures and Waivers 48

16.1. Safety and Security 48
16.2. Changes in Master Plan 48
16.3. View Impairment 48
16.4. Contaminated Soils 48
16.5. Railroad 49
16.6. Casino 49
16.7. Notices and Disclaimers as to Community Service Systems 49
16.8. Entertainment Activities 49
16.9. Compliance with Governmental Permits and Approvals 49
16.10. Symphony Park 49
16.11. Warranties of Quality 50
16.12. Initiation of Litigation by Association 50

Chapter 17 Rights of Lenders 51

17.1. Notices of Action 51
17.2. No Priority 51
17.3. Notice to Association 51

PART FIVE: COMMUNITY DEVELOPMENT 52

TABLE OF CONTENTS
(continued)

Page

Chapter 18 Expansion of the Community 52

18.1. Expansion by Founder 52
18.2. Expansion by the Association 52
18.3. Additional Covenants and Easements 52
18.4. Effect of Filing a Supplement 52

Chapter 19 Additional Reserved Rights 54

19.1. Special Developmental Rights 54
19.2. Withdrawal of Property 55
19.3. Construction and Marketing and Sales Activities 55
19.4. Right to Replat 55
19.5. Right to Approve Changes in Symphony Park Standards 55
19.6. Right to Use Common Area for Special Events 55
19.7. Additional Covenants and Restrictions 56
19.8. Exclusive Rights to Use Name of Development 56
19.9. Right to Transfer or Assign Rights 56
19.10. Termination of Rights 56

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS 57

Chapter 20 Changes in the Area of Common Responsibility 57

20.1. Condemnation 57
20.2. Partition 57
20.3. Transfer or Dedication of Common Area 57
20.4. Assignment and Reassignment of Limited Common Area 58

Chapter 21 Termination and Amendment of Charter 59

21.1. Term and Termination 59
21.2. Amendment 59

TABLE OF EXHIBITS

Exhibit	Title
A	Initial Property
B	Additional Property
C	Initial Rules
D	Allocating Liability for Assessments and Allocating Votes Among Parcels
E	By-Laws of Symphony Park Master Association, Inc.
F	Perimeter Areas
G	Retail Uses Allocation

INDEX TO DEFINED TERMS

Additional Property, 7, 52
Approval, 5
Area of Common Responsibility, 10
Articles of Incorporation, 4
Association, 2
Base Assessments, 38
Board, 7
Board Resolutions, 4
By-Laws, 4
Charter, 2,4
City, 2
Common Area, 10
Common Expenses, 37
Community, 3
Community Charter, 2
Community Service Systems, 32
Community-Wide Standard, 6
Consent, 5
County, 2
Design Standards, 4
Determine, 5
Development and Sale Period, 7
Discretion, 5
Eligible Holder, 51
Equivalent Units, 12
Founder, 2
Founder Control Period, 7
Founder Membership, 12
Founder Rights, 7
Governing Documents, 4
Improvements, 14
Lease and Leasing, 19
Limited Common Area, 10
Maintenance, 6
Master Plan, 2
Maximum Parcels, 10
Member, 12
Mortgage, 9
Mortgagee, 9
Notice or Notify, 6
Owner Membership, 12
Parcel, 10
Parcel Association, 8
Parcel Developers, 9
Parcel Ground Lease, 13
Parcel Ground Lessee, 13
Parcel Owner, 8
Park, 49
Perimeter Areas, 28
Person or Persons, 5
Project Owner, 3
Recordation, 5
Recorded, 5
Recording, 5
Retail Use Allocation Schedule, 21
Reviewer, 15
Rules, 4
Service Area Assessment, 38
Service Area Committee, 11
Service Area Expenses, 37
Service Areas, 10
Special Assessments, 40
Specific Assessments, 40
Sub-Unit Owners, 8
Sub-Units, 10
Supplement, 4
TMA, 33
Transportation Systems, 32
Symphony Park, 2,3

COMMUNITY CHARTER
FOR
SYMPHONY PARK

PREAMBLE

"**Symphony Park**" is a mixed-use planned community located in the City of Las Vegas Nevada, a political subdivision of the State of Nevada ("**City**"), Clark County ("**County**"), Nevada. This Community Charter for Symphony Park ("**Charter**") establishes a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, and maintenance of Symphony Park. Newland Communities, LLC, a Delaware limited liability company, is the development manager of Symphony Park and along with its successors and assigns is referred to as the "**Founder**."

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

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

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

DECLARATION OF COVENANT

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

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

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

PART ONE: INTRODUCTION TO THE COMMUNITY

Chapter 1
Governing Documents

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

1.1. Scope and Applicability

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

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

Table 1.1 Governing Documents

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

1.2. Additional Covenants

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

1.3. Conflicts

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

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

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

1.4. Definitions

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

1.5. Interpretation of Certain References

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

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

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

Recording. All references in the Governing Documents to a "**recorded**" legal instrument, or to "**recordation**" or the "**recording**" of a legal instrument, shall mean an instrument filed or the filing of a legal instrument in the official land records of the County or such other place designated as the official location for filing docu-

ments affecting title to real estate in the County in order to make them a matter of public record.

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

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

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

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

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

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

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

Chapter 2
Community Administration

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

2.1. The Founder

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

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

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

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

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

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

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

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

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

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

authority to remove the Founder and appoint a replacement Founder.

2.2. The Association

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

2.3. The Board

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

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

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

2.4. The Parcel Owners

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

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

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

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

2.5. Parcel Developers

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

2.6. Mortgagees

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

Chapter 3
Community Structure and Organization

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

3.1. Property Designations Within the Community

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

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

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

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

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

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

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

3.2. Service Areas

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

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

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

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

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

Chapter 4
Association Membership and Voting Rights

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

4.1. Membership

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

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

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

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

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

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

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

4.2. Voting

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

Parcel Owners may exercise voting rights as set forth in the By-Laws. If more than one (1) Person comprises the Parcel Owner, the vote for such Parcel shall be exercised as the co-Parcel Owners holding a majority of the ownership interest in the Parcel determine among themselves. Any co-Parcel Owner may cast the vote for the Parcel and majority agreement shall be conclusively presumed unless another co-Parcel Owner of the Parcel protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Parcel's vote shall be suspended if two (2) or more co-Parcel Owners seek to exercise it independently and inconsistently. Sub-Unit Owners shall not be considered co-Parcel Owners under this Charter.

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

4.3 Parcel Ground Lessees

The term "**Parcel Ground Lessee**" means a Person that is ground leasing a Parcel from a Parcel Owner pursuant to a Parcel Ground Lease. The term "**Parcel Ground Lease**" means a written ground lease of a Parcel whereby a Parcel Owner ground leases its respective Parcel to a Person for a period of no less than ten (10) years. A Parcel Owner shall have the right to designate a Parcel Ground Lessee of such Parcel Owner's Parcel as the Member for such Parcel for purposes of this Chapter 4, including, without, limitation, the power to exercise pursuant to Section 4.1 all voting rights associated with such Parcel. Such designation shall be in writing and shall contain such information as reasonably required by the Board. Such designation may be unilaterally revoked by the designating Parcel Owner by written revocation of such designation provided to the Board.

Chapter 5
Design Standards Compliance

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

5.1. General

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

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

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

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

5.2. Design Review Compliance

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

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

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

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

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

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

5.3. Limitation of Liability

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

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

5.4. Certificate of Compliance

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

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

5.5 Final Approved Floor Plans.

No later than thirty (30) days after completion of and issuance of a certificate of completion for

any Improvements, the respective Parcel Owner shall deliver to the Association the final approved architectural floor plans and elevations for the Improvements, copies of all certificates of completion and occupancy issued in connection with the Improvements, any final condominium subdivision maps and any other reasonably requested material to assist the Founder during the Founder Control Period and thereafter the Association in determining the number of Equivalent Units to be assigned to the respective Parcel pursuant to Exhibit "D".

5.6 Temporary Signage

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

Chapter 6
Maintenance, Repair, and Replacement

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

6.1. Maintenance by Parcel Owners

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

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

6.2. Maintenance by the Association

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

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

6.3. Maintenance and Repair of Party Walls and Similar Structures

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

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

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

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

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

6.4. Responsibility for Repair and Reconstruction

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

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

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

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

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

Chapter 7
Use and Conduct

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

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

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

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

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

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

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

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

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

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

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

ises from authorized uses in a clean and sanitary manner;

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

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

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

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

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

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

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

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

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

(xiii) heavy machinery sales and storage facilities;

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

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

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

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

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

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

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

7.2. Rulemaking Authority and Procedures

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

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

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

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

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

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

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

7.3. Protection of Parcel Owners and Others

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

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

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

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

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

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

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

cel in compliance with the Rules in effect at the time such personal property was brought onto the Parcel.

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

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

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

7.4. Parcel Owners' Acknowledgment and Notice to Purchasers

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

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

7.5. Construction Activities on Parcels

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

Chapter 8
Compliance and Enforcement

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

8.1. Compliance

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

8.2. Remedies for Non-Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3. Board Decision to Pursue Enforcement Action

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

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

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

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

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

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

8.4. Attorneys Fees and Costs

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

PART THREE: ASSOCIATION OPERATIONS

Chapter 9
Promotion of Symphony Park

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

9.1. Authority

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

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

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

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

9.2. Advisory Committee

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

Chapter 10

RESERVED

Chapter 11
Property Management

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

11.1. Acceptance and Control of Association Property

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

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

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

11.2. Maintenance of Area of Common Responsibility

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

(a) the Common Area, including the Park;

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

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

(d) common utilities, if any; and

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

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

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

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

11.3. Operation of Area of Common Responsibility

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

11.4. Restoring Damaged Improvements within the Area of Common Responsibility

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

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

shall be extended until such funds or information are available.

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

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

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

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

11.5. Relationships with Other Properties

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

Chapter 12
Provision of Services

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

12.1. Provision of Services

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

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

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

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

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

12.2. Provision of Services to Service Areas

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

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

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

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

12.3. Community Service Systems

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

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

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

12.4. Community Security

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

12.5. Transportation Management

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

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

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

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

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

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

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

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

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

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

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

Chapter 13
Insurance

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

13.1. Required Coverage

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

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

(i) the Common Area;

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

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

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

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

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

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

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

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

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

13.2. Deductibles

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

13.3. Policy Requirements

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

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

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

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

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

(d) contain an inflation guard endorsement; and

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

13.4. Association Insurance Premiums

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

13.5. Parcel Insurance

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

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

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

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

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

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

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

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

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

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

Chapter 14
Association Finances

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

14.1. Association Expenses

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

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

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

14.2. Budgeting for and Allocating Association Expenses

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

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

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

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

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

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

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

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

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

Beginning with (i) the first fiscal year of the Association after the fiscal year of the Association in which (x) the Park is completed and the Association is paying expenses related to the operation and maintenance of the Park and (y) no less than five Parcels have completed projects on them and are being assessed as completed projects pursuant to Exhibit "D" to this Charter and (ii) each fiscal year of the Association thereafter, the following specific items of expense included in an annual budget may not be increased more than ten percent (10%) of the amounts budgeted for the pre-

vious fiscal year unless approved by a vote, whether or not a quorum is present, or written assent of Parcel Owners representing a majority of the total votes of the Association: (i) direct overhead costs incurred by the Association such as wages and benefits of direct employees and rent, (ii) the fees paid to third party management companies other than reimbursement of costs incurred in connection with the maintenance and repair of the Symphony Park Area of Common Responsibility, (iii) costs of Association marketing, advertising and public relation programs, (iv) costs for special events or other community promotions, (v) legal costs related to the ordinary administration and operation of the Association. The ten percent (10%) increase limitation shall not apply to any other costs and expenses, including, without, limitation, (i) direct or indirect costs incurred in connection with the maintenance and repair of the Symphony Park Area of Common Responsibility, including without limitation, the Common Area, the Park and the Perimeter Areas, (ii) insurance costs, (iii) taxes, (iv) reserves, (v) all legal costs incurred in the enforcement of the provisions of the Governing Documents and all legal costs related to the response, defense and/or prosecution of any claims made against or brought by the Association, (vi) costs of utilities and (vii) costs for uninsured casualty losses or other uninsured losses.

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

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

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

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

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

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

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

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

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

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

14.3. Special Assessments

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

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

14.4. Specific Assessments

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

(a) to cover the costs, including overhead and administrative costs, of providing services to the Parcel upon request of the Parcel Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 12.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

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

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

14.5. Authority to Assess Parcel Owners; Time of Payment

The Association is hereby authorized to levy assessments as provided for in this chapter, Exhibit "D" and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to a Parcel as set forth in Exhibit "D" The first annual Base Assessment and Service Area Assessment, if any, levied on each Parcel

shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel.

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

14.6. Personal Obligation for Assessments

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

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

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

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

14.7. Lien for Assessments

(a) ***Existence of Lien.*** In accordance with §116.3116 of the Act, the Association shall have a statutory lien against each Parcel to secure payment of assessments, as well as interest, late charges (subject to the limitations of Nevada law), and costs of collection (including attorneys

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

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

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

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

14.8. Exempt Property

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

(a) All property owned by the Association;

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

(c) Property owned by any Parcel Association for the common use and enjoyment of its

members, or owned by all of the members of a Parcel Association as tenants-in-common.

14.9. Use and Consumption Fees

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

14.10 Ombudsman and Other Fees

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

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 15
Easements

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

15.1. Easements in Area of Common Responsibility

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

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

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

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

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

(v) The Board's right to:

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

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

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

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

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

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

15.2. Easements for Maintenance, Emergency, and Enforcement

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

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

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

15.3. Easements for Utilities and Other Infrastructure

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

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

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

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

(d) access and read utility meters.

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

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

15.4. Easements to Facilitate Development of Additional Property

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

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

and (d) easements for mobilization and storage of construction equipment, materials, and supplies necessary for the construction of improvements.

15.5. Easements Between Adjacent Properties

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

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

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

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

15.6. Easement to Inspect and Right to Correct

The Project Owner hereby grants to the Founder, during the Development and Sale Period, for the Founder and others it may designate, the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, Improvement, fixtures, or condition that may exist on any portion of the property within Symphony Park, including Parcels, and a perpetual non-exclusive easement of access throughout Symphony Park to the extent reasonably necessary to exercise such right. Such right shall be subject to the following limitations and qualifications: (a) the Person exercising the easement must maintain adequate insurance to fully insure against any loss or damage to the Parcel on which such rights are exercised and (b) the Person exercising such rights shall indemnify and hold harmless the Parcel Owner of the Parcel on which the rights are being exercised and the occupants of such Parcel from and against all claims, charges, assessments, losses and any other costs arising in whole or in part as a result of the negligent exercise of such rights, including reasonable attorneys fees. Except in an emergency, entry into a struc-

ture on a Parcel shall be only after reasonable notice to the Parcel Owner, and no entry into an enclosed structure shall be permitted without the Parcel Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve a Parcel Owner of the responsibility for the maintenance and repair of its Parcel.

15.7. Exercise of Easements; Minimal Interference

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

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

Chapter 16
Disclosures and Waivers

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

16.1. Safety and Security

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

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

16.2. Changes in Master Plan

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

16.3. View Impairment

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

16.4. Contaminated Soils

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

16.5. Railroad

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

16.6. Casino

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

16.7. Notices and Disclaimers as to Community Service Systems

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

16.8. Entertainment Activities

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

16.9. Compliance with Governmental Permits and Approvals

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

16.10. Symphony Park

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

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

16.11. Warranties of Quality

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

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

16.12. Initiation of Litigation by Association

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

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

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

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

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

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

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

Chapter 17
Rights of Lenders

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

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

17.1. Notices of Action

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

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

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

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

17.2. No Priority

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

17.3. Notice to Association

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

PART FIVE: COMMUNITY DEVELOPMENT

Chapter 18
Expansion of the Community

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

18.1. Expansion by Founder

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

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

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

18.2. Expansion by the Association

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

18.3. Additional Covenants and Easements

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

18.4. Effect of Filing a Supplement

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

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

Chapter 19
Additional Reserved Rights

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

19.1. Special Developmental Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

19.2. Withdrawal of Property

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

19.3. Construction and Marketing and Sales Activities

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

19.4. Right to Replat

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

19.5. Right to Approve Changes in Symphony Park Standards

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

19.6. Right to Use Common Area for Special Events

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

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

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

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

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

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

19.7. Additional Covenants and Restrictions

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

19.8. Exclusive Rights to Use Name of Development

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

19.9. Right to Transfer or Assign Rights

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

19.10. Termination of Rights

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

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

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 20
Changes in the Area of Common Responsibility

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

20.1. Condemnation

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

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

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

20.2. Partition

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

20.3. Transfer or Dedication of Common Area

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

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

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

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

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

20.4. Assignment and Reassignment of Limited Common Area

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

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

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

Chapter 21
Termination and Amendment of Charter

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

21.1. Term and Termination

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

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

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

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

21.2. Amendment

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

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

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

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

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

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

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

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

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

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

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

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

FOUNDER

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

OFFICE DISTRICT PARKING I, INC.
a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

CITY OF LAS VEGAS NEVADA, a political Subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Michael C. Nicholas ESQ
_____
11-19-09 Date

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SYMPHONY PARK

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

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

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

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

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

BASIS OF BEARING

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

END OF DESCRIPTION.

EXHIBIT "B"

Additional Property

Note to clerk and title examiners:

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

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

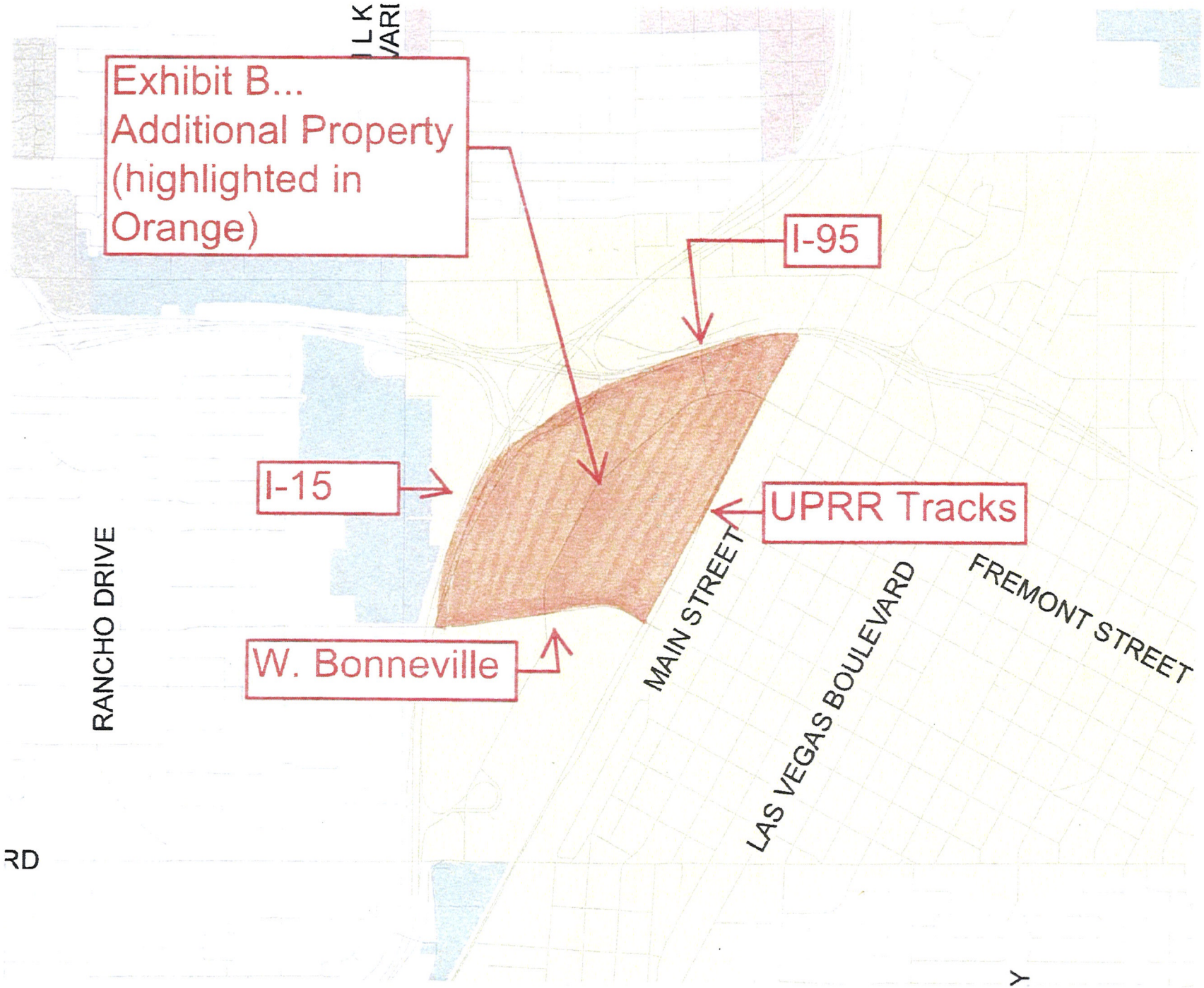


Exhibit B...
Additional Property
(highlighted in
Orange)
I-95
I-15
UPRR Tracks
W. Bonneville
RANCHO DRIVE
MAIN STREET
LAS VEGAS BOULEVARD
FREMONT STREET

EXHIBIT "C"
Initial Rules

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 .Special Events

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

6. Lodging

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

7. Vehicle access

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

8 . Utilities

a. Parcel Owners may not tamper with electrical boxes, main water valves or any other such controls associated with Common Areas or Areas of Common Responsibility.
b. Any damages caused by tampering with public utilities will be billed back, with fines and penalties, to the tenant space that is responsible.
c. Use of utility connections in Common Area or Areas of Common Responsibility must be approved by the Association.

9. Animals

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

10. Liability.

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

11. Street Level Store Fronts, Facade and Lighting

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

Symphony Park Common Area Maintenance

1. Symphony Park Common Area Cleanliness

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

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

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

2. Trash Removal

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

3. Grease Traps

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

4. Patio and Terraces

a. It is the responsibility of the Parcel Owners to ensure the Patio and Terrace areas are kept clean, organized and in operational condition. In the event of a scheduled sidewalk cleaning, it is the responsibility of the tenant to ensure furniture is removed to assist with the detail cleaning efforts.
b. It is the Parcel Owners responsibility to ensure tables and chairs are kept in clean and safe operational condition.

c. Items such as hoses, extension cords or items not relating to the patio operations must be stored in an area that is not open to guest view.
d. Public space of tenant shop shall not be used for long term or short-term storage.
e. Misting, misting hours and misting maintenance are the sole responsibility of the building owners and/or tenants.

5. Violations, Fines and Penalties

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

EXHIBIT "D"

Allocating Liability for Assessments, Commencement of Assessments and Allocating Votes Among Parcels

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

Until the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, all Parcels shall be assessed as indicated in the first row of the table set forth below as unimproved land. Assessments for Parcels will commence at the time a Parcel is submitted to this Charter except as provided in paragraph 5 below of this Exhibit "D". At such time as the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, the Improvements will be assessed on the basis indicated below with no further assessment for land area.

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

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

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

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

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

2. **Calculation of Assessments**. The share of any assessments to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar

amount of the Common Expense budget assigned to all Parcels in order to determine the dollar amount of the assessment to be levied against the particular Parcel. Notwithstanding the foregoing, until the core and shell of any Improvements on a given Parcel are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, such Parcel shall be assessed as indicated in the first row of the table set forth below as unimproved land.

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

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

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

Land Use Classification	Equivalent Units
Up and until a certificate of completion is issued for Improvements on a Parcel, all undeveloped Parcels – without regard to use. After such certificate of completion is issued, there shall be no Equivalent Units allocated to a Parcel on account of the land area of a Parcel and Equivalent Units shall be allocated solely on the basis of the Improvements on the Parcel.	Ten thousand (10,000) per acre of land (prorated by one-hundredth of an acre). Up and until a certificate of completion is issued for Improvements on a given Parcel, such Parcel shall only pay an annual assessment on account of Base Assessments of $10,000 per acre (prorated by one-hundredth of an acre and rounded to the nearest one cent).
Retail and service establishments, including, without limitation, banks (including ATM's) and other financial services and institutions, and travel agencies	One (1) per square foot of gross floor area
Restaurants, bars, nightclubs, taverns, supper clubs.	One (1) per square foot of gross floor area
Entertainment (including the Performing Arts Center,	Thirty (30) per seat

dinner theaters, theme-based attractions, movie theaters, etc.)	
Hotel or hospital	Five hundred (500) per room
Fractional or time-share units	
Casino/Gaming Establishment	Three (3) per square foot of gross floor area
Conference/meeting/banquet rooms within a hotel/conference center	One (1) per square foot of gross floor area
Cultural(including non retail art galleries, museums and libraries)	One Half (1/2) Unit per square foot of gross floor area
General Office/Medical Center including walk-in medical clinics.	One Half (1/2) Unit per square foot of gross floor area
Spas, health clubs, including health and fitness areas within a hotel	One (1) per square foot of gross floor area
Residential units (single family attached, detached, and condominium) and multi- family rental apartments	Six hundred (600) per dwelling unit
Exempt property (or as provided in Section 14.8)	0

Calculating Equivalent Units - Examples.

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

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

5. **Exemption**. Notwithstanding anything to the contrary contained in this Charter, any undeveloped Parcel owned by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate thereof shall not be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as such Parcel is developed by the Project Owner or an Affiliate of the Project Owner or conveyed or leased pursuant to a Parcel Ground Lease to a Person who is not an Affiliate of Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation or the City. At such time as a development of a Parcel is commenced by the Project Owner or an Affiliate of the Project Owner, or conveyance or Parcel Ground Lease of a Parcel by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate to a non-Affiliate Person is effective, such Parcel shall automatically be subject to assessment pursuant to this Charter; provided, however, that assessments

on Parcels H and I shall not commence until such time as a certificate of occupancy for the performing arts center currently under development of Parcels H and I is issued.

Notwithstanding anything to the contrary contained in this Charter, no given Parcel shall be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as all offsite streets and customary utilities are installed to the property line of such Parcel and are operable so that such Parcel can be developed for its intended use. Assessments shall commence on such Parcel at such time notwithstanding that such Parcel and/or any development thereon is not ready to utilize such streets and utilities.

EXHIBIT "E"

AMENDED AND RESTATED BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

(as adopted by the Board of Directors on _____, 200_)

TABLE OF CONTENTS

PAGE

Chapter 1 Name, Principal Office, and Definitions 1

1.1. Name. 1
1.2. Principal Office. 1
1.3. Definitions. 1

Chapter 2 Membership: Meetings, Quorum, Voting, Proxies 2

2.1. Membership. 2
2.2. Place of Meetings. 2
2.3. Association Meetings. 2
2.4. Notice of Meetings. 2
2.5. Waiver of Notice. 3
2.6. Quorum; Adjournment of Meetings 3
2.7. Voting. 3
2.8. Proxies. 3
2.9. Conduct of Meetings. 4
2.10. Action Without a Meeting. 4

Chapter 3 Board of Directors: Selection, Meetings, Powers 5

A. Composition and Selection. 5

3.1. Governing Body; Qualifications. 5
3.2. Number of Directors. 5
3.3. Selection of Directors; Term of Office. 5
3.4. Nomination and Election Procedures. 7
3.5. Removal of Directors and Vacancies. 7

B. Meetings. 8

3.6. Organizational Meetings. 8
3.7. Regular Meetings. 8
3.8. Special Meetings. 8
3.9. Notice; Waiver of Notice. 8
3.10. Telephonic Participation in Meetings. 8
3.11. Quorum of Board. 8
3.12. Conduct of Meetings. 9
3.13. Open Meetings; Executive Session. 9
3.14. Action Without a Formal Meeting. 9

C. Powers and Duties. 9

3.15. Powers. 9
3.16. Duties. 9
3.17. Conflicts of Interest; Code of Ethics. 10

Chapter 4 Officers 12

4.1. Officers. 12

TABLE OF CONTENTS

(Continued)

PAGE

4.2. Election and Term of Office. 12
4.3. Removal and Vacancies. 12
4.4. Powers and Duties. 12
4.5. Resignation. 13

Chapter 5 Committees 14

5.1. General. 14
5.2. Covenants Committee. 14
5.3. Service Area Committees. 14

Chapter 6 Standards of Conduct; Liability and Indemnification 15

6.1. Standards for Directors and Officers. 15
6.2. Liability. 15
6.3. Indemnification. 15
6.4. Advancement of Expenses. 16

Chapter 7 Management and Accounting 17

7.1. Compensation of Directors and Officers. 17
7.2. Managing Agent. 17
7.3. Accounts and Reports. 17
7.4. Borrowing. 18
7.5. Right to Contract. 18
7.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. 18

Chapter 8 Enforcement Procedures 19

8.1. Notice and Response. 19
8.2. Hearing. 19
8.3. Appeal. 20

Chapter 9 Miscellaneous 21

9.1. Fiscal Year. 21
9.2. Parliamentary Rules. 21
9.3. Conflicts. 21
9.4. Books and Records. 21
9.5. Notices. 21
9.6. Amendment. 22

BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

Chapter 1

Name, Principal Office, and Definitions

1.1. Name.

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

1.2. Principal Office.

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

1.3. Definitions.

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

Chapter 2

Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

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

2.2. Place of Meetings.

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

2.3. Association Meetings.

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

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

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

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

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

2.4. Notice of Meetings.

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

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

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

2.5. Waiver of Notice.

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

2.6. Quorum; Adjournment of Meetings.

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

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

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

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

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

2.7. Voting.

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

2.8. Proxies.

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

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

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

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

2.9. Conduct of Meetings.

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

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

2.10. Action Without a Meeting.

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

Chapter 3

Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

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

3.2. Number of Directors.

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

3.3. Selection of Directors; Term of Office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4. Nomination and Election Procedures.

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

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

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

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

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

3.5. Removal of Directors and Vacancies.

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

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

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

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

B. Meetings.

3.6. Organizational Meetings.

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

3.7. Regular Meetings.

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

3.8. Special Meetings.

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

3.9. Notice; Waiver of Notice.

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

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

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

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

3.10. Telephonic Participation in Meetings.

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

3.11. Quorum of Board.

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

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

3.12. Conduct of Meetings.

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

3.13. Open Meetings; Executive Session.

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

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

3.14. Action Without a Formal Meeting.

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

C. Powers and Duties.

3.15. Powers.

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

3.16. Duties.

The Board's duties shall include, without limitation:

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

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

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

Responsibility consistent with the Community-Wide Standard;

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

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

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

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

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

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

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

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

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

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

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

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

3.17. Conflicts of Interest; Code of Ethics.

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

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

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

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

Chapter 4
Officers

4.1. Officers.

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

4.2. Election and Term of Office.

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

4.3. Removal and Vacancies.

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

4.4. Powers and Duties.

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

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

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

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

4.5. Resignation.

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

Chapter 5

Committees

5.1. General.

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

5.2. Covenants Committee.

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

5.3. Service Area Committees.

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

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

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

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

Chapter 6

Standards of Conduct; Liability and Indemnification

6.1. Standards for Directors and Officers.

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

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

6.2. Liability.

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

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

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

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

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

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

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

6.3. Indemnification.

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

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

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

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

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

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

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

(iv) receipt of an improper personal benefit.

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

6.4. Advancement of Expenses.

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

Chapter 7

Management and Accounting

7.1. Compensation of Directors and Officers.

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

7.2. Managing Agent.

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

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

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

7.3. Accounts and Reports.

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

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

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

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

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

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

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

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

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

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

7.4. Borrowing.

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

7.5. Right to Contract.

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

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

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

Chapter 8

Enforcement Procedures

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

8.1. Notice and Response.

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

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

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

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

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

8.2. Hearing.

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

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

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

8.3. Appeal.

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

Chapter 9

Miscellaneous

9.1. Fiscal Year.

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

9.2. Parliamentary Rules.

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

9.3. Conflicts.

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

9.4. Books and Records.

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

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

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

(i) the frequency and manner of inspection;

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

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

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

9.5. Notices.

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

facsimile or electronic mail with written confirmation of transmission.

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

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

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

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

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

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

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

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

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

9.6. Amendment.

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

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

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

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

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

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

CERTIFICATION

I, the undersigned, do hereby certify:

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 20__.

_____[SEAL]
Secretary

Exhibit F Perimeter Areas

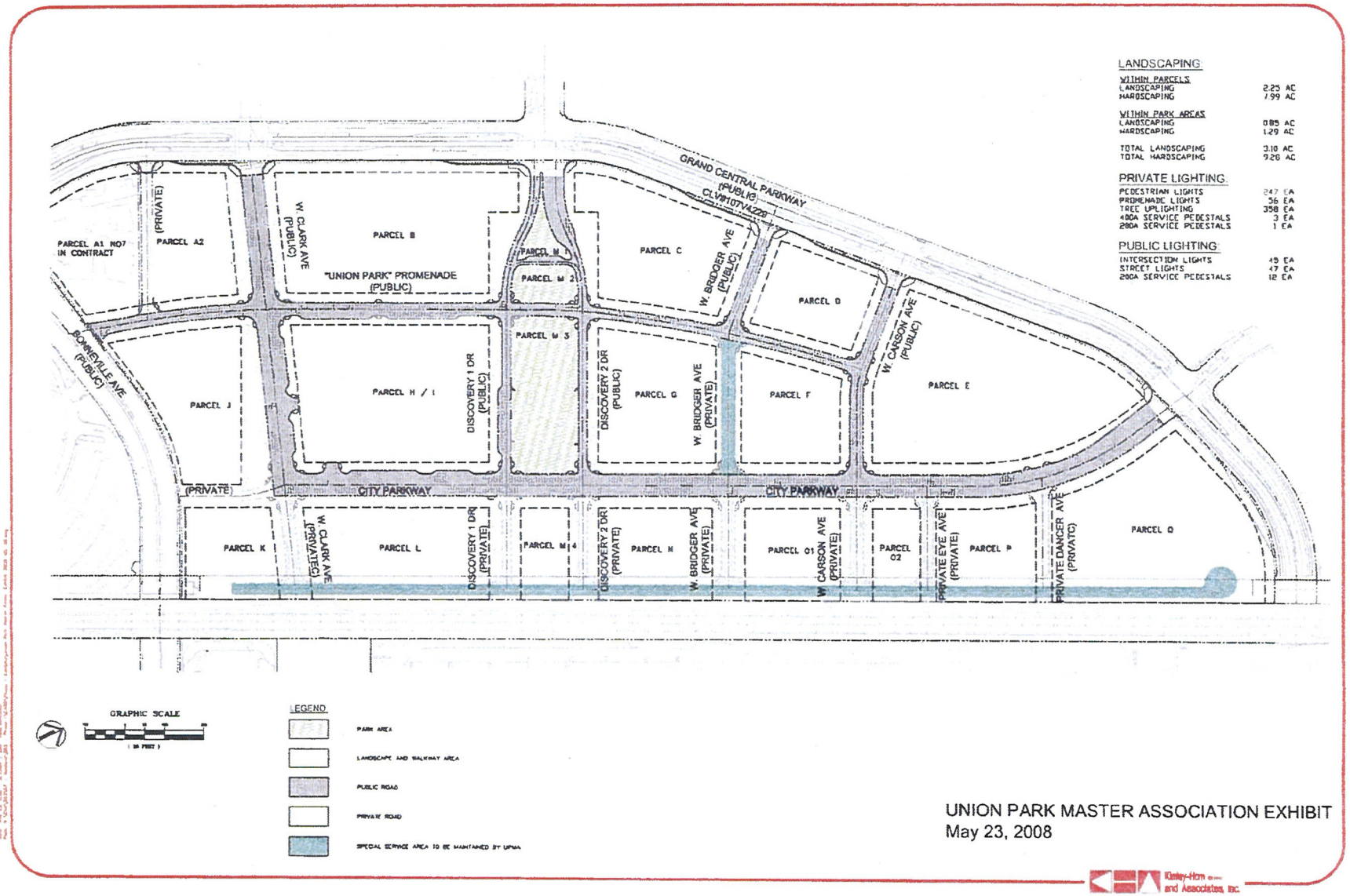


EXHIBIT "G"

Retail Use Allocation Schedule

Symphony Park Master Association
Retail Uses by Location

This schedule is to create certain retail zones within Symphony Park in an effort to spread pedestrian and vehicular traffic around the community and to limit certain retail uses to certain zones. To petition a prohibited use in a particular location, an application must be made to, and approved by, the Symphony Park Masters Association (UPMA). This document only regulates retail uses for businesses with store fronts that have direct street access within Symphony Park and/or display windows that front on Symphony Park Streets. It is not the intent of this document to restrict retail within enclosed malls, office buildings, or hotels where the entrance to multiple vendors is through a common entrance and such businesses also do not have display windows on Symphony Park Streets.

The recommended minimum but not mandatory operating hours of street level retail shops are 10:00 a.m. until 6:00 p.m. Various retail uses may open earlier or later or stay open later than the recommended times and may close during holidays. Street level retail uses are encouraged to stay open during UMPA special events. All street level retail and commercial uses are required to post hours of operation in their street frontage window or door.

Medical District *(Blocks A1, A2, J, K, and the portion of blocks B, H/I, & L that front along W. Clark)*

Merchandising Goal: To provide retail goods and services for the daytime population while encouraging an after work / late night atmosphere.

Desired Uses:

- **Cafes***
- **Restaurants***
- **Supper Clubs***
- **Coffee Shop***
- **Brew Pubs**
- **Urban Lounges**
- Taverns
- **Office Services / Mailbox Services**
- **Office Supply Retail**
- **Drug Stores / Prescription Services**
- **Storefront professional services that have a retail component visible from the street (eg. Optician, Day Spa, Beauty Salon, etc.)**
- **Banks**
- **Convenience Markets up to 5000 square feet**
- **Museums**
- **Music related goods and services (only on block H/I)**
- **Theaters**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Clark/Promenade intersection.**

Prohibited Uses:

- **Professional Storefronts without retail services**
- **Designers/Interior Decorators**

- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers (unless part of a Day Spa)**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Personal Care Retail (unless part of a Beauty Salon)**
- **Wine Bar (not to be confused with liquor service in a restaurant)**
- **Wine Shops**
- **Grocery Stores over 5000 square feet**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Areas Fronting on Promenade at Blocks B, H/I)*

Merchandising Goal: To provide uses catering to the residents and their Symphony Park Home, while attracting customers from the World Market Center and to create an arts & design related district

Desired Uses:

- **Art Galleries**
- **Coffee House***
- **Café***
- **Museum (only on block H/I)**
- **Designers/Interior Decorators**
- **Upscale Antiques**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Book Stores**
- **Music related goods and services**
- **Performing Arts Center Gift Shop (only on block H/I)**

***Due to parking limitations on Block H/I, it is recommended that no more than one of restaurant, supper club, café, or coffee house be incorporated into the leasing program for this block.**

Prohibited Uses:

- **Professional offices/Services**
- **Financial Services or Banks**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Eyeglass or Sunglass stores**

- **Personal Care Retail**
- **Liquor Stores and/or Wine Shops**
- **Day Spas**
- **Beauty Salons**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Convenience Markets**
- **Theaters**
- **Night Clubs**
- **Nail Salons**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Blocks C, D, F, & G)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House**
- **Restaurants* / supper clubs* / Café***
- **Wine bar**
- **Wine Shops and Fine Spirits**
- **Tobacco Sales and Consumption**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Movie Theaters**

- **Night clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Bridger/Promenade intersection.**

Grand Central Gateway *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M1)*

Merchandising Goal: To provide a signature entrance into Symphony Park from Grand Central Parkway

Desired Uses:

- **Iconic Restaurant**
- **Museum**
- **Gallery**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **National high-end specialty retailer**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA Charter**

Grand Central Gateway Extension *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / supper clubs**
- **Wine bar**
- **Wine Shops**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**

- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Theaters**
- **Night Clubs**
- **Items specifically prohibited per UPMA Charter**

Discovery Avenue *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2 and Portions of Blocks G, H/I along Discovery Avenue adjacent to Parcel M3)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage and services and specialty retail

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Specialty Foods (Non Supermarket)**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Jewelry**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / Supper clubs / Hotel Lobby Bar**
- **Wine Shops and Fine Spirits**
- **Day Spa or Beauty Salon**
- **Hotel**
- **Lounges and Taverns**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Movie Theaters**
- **Night Clubs**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Items specifically prohibited per UPMA Charter**

Symphony Park *(Blocks M2, M3)*

Merchandising Goal: To provide a casual setting with the use of small kiosks for guests at the Park to enjoy food and beverage.

Permitted Uses*:

- **Coffee/Tea**
- **Wine & Cheese Bar**
- **Ice Cream**
- **Chocolate**
- **Quick Service Food which require very limited on-site prep such as bagels, sandwiches, salads**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA**

***Such permitted uses will only be allowed in designated kiosks and/or from mobile vendor carts as may be allowed per the rules and regulations of Symphony Park.**

City Parkway *(Blocks H/I, F, G, L, N, O1, O2)*

Merchandising Goal: To provide daily goods and services to the residents and employees at Symphony Park

Desired Uses:

- **Grocery Store (east side of street only)**
- **Drug Store (east side of street only)**
- **Dry Cleaners**
- **Nail Salon**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Banks**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Restaurants / Supper Clubs / Taverns**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Movie Theaters**
- **Night Clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

Casino District *(Blocks P,Q)*

Merchandising Goal: To provide nighttime and entertainment uses expected in Las Vegas

Desired Uses:

- **Taverns**
- **Supper Clubs**
- **Casino**
- **Restaurants**
- **Theatres**
- **Night Clubs**
- **Hotel related retail**
- **High-end Department Store (not discount such as Kohl's, Target, Wal-Mart, etc.)**

Prohibited Uses:

- **Discount Stores (eg. 99 cent stores, etc.)**
- **Liquor Stores**
- **Fast Food Restaurants**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - Promenade)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Retail Jewelry**
- **Upscale collectibles**
- **Galleries**
- **Banks**
- **Investment Brokerage**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**

- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - City Parkway)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Banks**
- **Investment Brokerage**
- **Convenience Stores**
- **Dry Cleaners**
- **Drug Stores / Prescription Services**
- **Nail Salons**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**

- **Grocery Stores**
- **Pet Stores**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
ADMINISTRATIVE:

Approval of the Symphony Park Founder Agreement between City Parkway V, Inc., a Nevada non-profit company, and Newland Communities, LLC, a Delaware limited liability company, to manage Symphony Park Master Association of Symphony Park, a master planned mixed-use community located at 100 South Grand Central Parkway (APN's 139-33-511-002, 008 to 010, 139-33-610-025 to 027, 139-34-110-005, 007 to 009, 139-34-211-001 and 002) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Symphony Park is a master planned community. The Community Charter for Symphony Park creates a master association. The Charter provides for the appointment by City Parkway V, Inc., of a Founder to act as the development manager of Symphony Park pursuant to the terms and conditions of the Charter. City Parkway V, Inc., has appointed Newland Communities to act as the Founder. The Symphony Park Founder Agreement defines the relationship between City Parkway, V, Inc., as the majority land owner and Newland Communities as the Founder.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Symphony Park Founder Agreement
2. Disclosure of Principals

SYMPHONY PARK FOUNDER AGREEMENT

THIS SYMPHONY PARK FOUNDER AGREEMENT (this "*Agreement*") is entered into as of the ____ day of _____, 2009 (the "*Effective Date*") by and among CITY PARKWAY V, INC., a Nevada non-profit company ("*CP*"), and NEWLAND COMMUNITIES, LLC, a Delaware limited liability company ("*NC*"). Each of CP and NC may be referred to collectively herein as the "*Parties*" or singularly as a "*Party*."

RECITALS:

A. CP and NC have been mutually involved in the planning of the certain master planned community known as Symphony Park located in Las Vegas, Nevada as more fully described in the Charter (defined below) ("*Symphony Park*").

B. CP, along with affiliates of CP, have or are about to record against title to Symphony Park that certain Community Charter for Symphony Park (the "*Charter*") whereby a master owners association for Symphony Park will be created for the governing and administering of Symphony Park as set forth in the Charter.

C. The Charter provides for the appointment by CP of a Founder to act as the development manager of Symphony Park pursuant to the terms and conditions of the Charter.

D. CP desires to appoint NC as Founder under the Charter, and NC desires to accept such appointment, on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Appointment. CP hereby appoints NC to act as Founder pursuant to the Charter and the terms and conditions of this Agreement. NC hereby accepts the appointment of Founder and agrees to act as Founder pursuant to the Charter and the terms and conditions of this Agreement. The Parties agree that in the event of any expiration or other termination of this Agreement, NC automatically shall no longer be the Founder under the Charter and CP shall have the right to appoint another Founder to act as Founder under the Charter.

2. Term.

(a) The term of this Agreement (the "*Term*") shall be from the Effective Date through December 31, 2010, provided, however, that the Term shall automatically extend for a period of one calendar year unless a Party notifies the other Party in writing no later than sixty (60) days prior to the current expiration date that such notifying Party is electing to terminate this Agreement as of the then current expiration date of the Term.

(b) The Parties agree that either Party at its sole discretion shall have the right at anytime to terminate this Agreement upon sixty (60) days written notice to the other Party.

(c) In addition, this Agreement may be terminated as provided in Sections 5(c), 6, 9, 10(c) (iii) and 10(d) (iii) below.

In the event of any expiration or other termination of this Agreement, NC agrees to cooperate with CP in the transition of the Founder position from NC to such other party designated by CP to act as Founder under the Charter.

3. Duties and Powers.

(a) The Parties agree that NC will act as Founder pursuant to the Charter and, in connection therewith, have the duties and authority as set forth in the Charter in connection with the Founder subject, however, to the terms and conditions of this Agreement. In connection therewith, the Parties agree that Founder shall perform the following functions:

(i) Perform all functions of the Founder under the Charter in the administration of the Charter and the Symphony Park Master Association ("*SPMA*") formed pursuant to the Charter.

(ii) Organize and conduct all meetings of the board of directors of the SPMA (the "*Board*") as required by applicable law and the bylaws of the SPMA and as necessary for the SPMA to properly supervise and manage Symphony Park.

(iii) Organize and conduct all meetings of the members of the SPMA as required by applicable law and the Charter.

(iv) Take all steps necessary to cause the SPMA to be in compliance with the Charter and all applicable laws and regulations, including all filings required with governmental authorities.

(v) Supervise and manage the SPMA in the management and administration of Symphony Park pursuant to the Charter and pursuant to all applicable laws and regulations, including the enforcement of the Charter.

(vi) Except to the extent that outside accounting or auditing services are required by the Charter or applicable Laws, NC shall perform all internal accounting for the SPMA until such time as NC reasonably determines that retention of third party accounting services is required by the SPMA.

CP agrees and acknowledges that NC shall not be required to pay or otherwise advance or incur any costs and expenses of the SPMA and all such costs and expenses are to be funded by available funds from the SPMA.

(b) The Parties agree that attached to this Agreement as Schedule of CP Required Approvals is a schedule of those actions permitted to be taken by the Founder under the Charter which will require the advance written approval of CP prior to NC taking any such actions. NC agrees not to take any such actions without the prior written approval of CP. Any approvals required or requested of CP hereunder shall be governed by Section 8 below.

(c) NC agrees that all books and records relating to the performance of the duties of Founder and/or relating to the operation and administration of the SPMA shall be provided for review and copy to CP upon ten (10) days written request of CP. Upon expiration or other termination of this Agreement, NC agrees to deliver to CP all originals of such books and records no later than ten (10) days after the date expiration or termination of this Agreement. NC agrees to cooperate with CP in the transition of the roles and duties of NC as Founder to such other party designated by CP.

4. Board of Directors and Officers. The Parties agree that during the Term, NC shall have the right to appoint all members of the Board pursuant to the Charter, the bylaws of the SPMA, and applicable laws. All such appointees shall be approved in advance by CP pursuant to Section 8 below. Notwithstanding the foregoing, the Parties agree that CP shall have the right to remove such members of the Board appointed by NC upon any termination of this Agreement.

5. Annual Budgets and SPMA Operating Expenses.

(a) The Parties agree that all SPMA Operating Expenses shall be paid from available funds of the SPMA.

(b) The Parties agree that NC will assist the Board in preparing all budgets relating to the SPMA including the annual budgets required by Chapter 14 of the Charter. NC agrees that prior to adoption by the Board of any annual budget pursuant to said Chapter 14, that each annual budget shall be submitted to CP for review and approval. CP agrees to provide any comments to such budget expeditiously but in no event later than thirty (30) days after submission of a budget to CP.

(c) The Parties acknowledge that in the initial years of the operation of the SPMA there is projected to be a deficit in the operation of the SPMA as a result of the expenditures required to operate the SPMA exceeding the amount of assessments to be collected by the SPMA. CP agrees that NC shall have no obligation whatsoever to fund such deficits. CP shall notify NC in connection with the review of the annual budgets set forth in Section 5(a) whether CP intends to appropriate funds to fund any projected operating budget. In the event CP elects to fund any operating deficits, (i) the Parties shall agree on a schedule for the funding of such deficits by CP and (ii) CP shall

thereafter be obligated to fund the deficits pursuant to such schedule. NC acknowledges that the funding of any such deficits shall be at the option of CP and subject to appropriation as set forth in Section 5(b). CP agrees that in the event CP does not agree to fund any such projected deficits, then NC shall have the right to terminate this Agreement upon thirty (30) days written notice to CP. Notwithstanding any of the above acknowledgements of this paragraph (c), in the event any deficit as described prevents the SPMA from staying current on its insurance requirements and obligations, as described in Chapter 13 of the Charter, and any such insurance is set to expire prior to the thirty (30) days written notice described above, NC shall have the right to terminate this Agreement upon the insurance expiration date irrespective of the thirty (30) days written notice requirement.

(d) No obligation assumed by or imposed upon CP by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CP shall require the payment of money by CP, or the performance of any action by CP, the performance of which requires money from CP, except to the extent that funds are available for such payment or performance from the City of Las Vegas, Nevada (the "*City*") appropriations therefor lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies for the performance of any obligations of CP under this Agreement.

6. Fees. NC agrees to perform the role of Founder for no additional compensation or the payment of any additional fees beyond any such fees already prescribed within the currently in effect Project Management And Consulting Agreement ("*PMA*") and/or any amendments thereof. Notwithstanding the foregoing, NC shall be entitled to receive reimbursement from the SPMA and/or CP for any reasonable third party cost incurred by NC in performing its obligations under this Agreement or acting as Founder. In the event the PMA expires or is otherwise terminated, then NC shall have the right to terminate this Agreement upon thirty (30) days written notice to CP.

7. Standard of Performance. NC agrees that it shall perform its functions as Founder commensurate with the standard of care and performance of property managers in the greater Las Vegas, Nevada area. CP agrees that in no event shall NC be held to the standard of care of a fiduciary or similar legal relationship. CP hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CP has or may have in the future against NC and affiliates of NC, their members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which CP now has or which CP may have in the future on account of or in any way arising out of or in connection with the performance of NC's obligations hereunder except to the extent caused by the gross negligence or intentional misconduct of NC. Notwithstanding any expiration or termination of this Agreement, NC shall be entitled to all rights and indemnities benefitting the Founder under the Charter for NC acting as Founder relating to the period of NC's tenure as Founder.

8. CP Approval. The Parties agree that any approval of CP required or requested under this Agreement shall be granted or withheld as follows:

(a) any approval shall not be unreasonably withheld or delayed;

(b) CP shall notify NC of the granting or withholding of any approval hereunder within thirty (30) days of the any request by NC, provided, however, that if CP concludes that any item must be presented to the Council of the City, then the period will be sixty (60) days; and

(c) the denial of an approval will state the reason and conditions for denial; and

(d) in the event CP does not respond within the thirty (30) or sixty (60) day period, as the case may be, to any request for approval, the request for approval shall be conclusively deemed approved by CP.

9. Insurance Requirements. CP hereby grants NC the right to cause the SPMA to procure all insurance, as described in Section 13 of the Charter with the use of SPMA available funds as described in Section 5 (a). This insurance shall cover the Founder, SPMA and Board, and will be primary coverage over any other existing coverage, which NC may place or have already placed on its own behalf. Upon termination of this agreement, NC agrees to assign all rights as Founder under the applicable insurance policies, which were paid for by the SPMA, to the SPMA.

10. Defaults and Remedies.

(a) NC Event of Default. The occurrence of any of the following shall be an event of default by NC hereunder:

(i) the filing of a petition or the institution of proceedings of, by, or against NC pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or NC's making a general assignment for the benefit of its creditors or the entering by NC into any compromise or arrangement with its creditors generally; or NC's becoming insolvent in the sense that NC is unable to pay its debts as they mature or in the sense that NC's debts exceed the fair market value of NC's assets;

(ii) the failure of NC (1) to perform any material act to be performed by it under this Agreement, (2) to refrain from performing any material prohibited act under this Agreement or (3) to fulfill any material condition to be fulfilled by it under this Agreement (unless such failure is as a result of the failure of one or more of CP's obligations hereunder), which failure is not cured by NC within the relevant cure period set forth below or the performance thereof is otherwise extended pursuant to the express terms of this Agreement. NC shall cure any monetary default within ten (10) business days after receipt of written notice from CP. NC shall cure any nonmonetary default

within thirty (30) days after receipt of written notice from CP; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such thirty (30) day period, then NC shall not be in default if it commences to cure such failure within such thirty (30) day period and thereafter diligently pursues to cure such failure.

(b) CP Event of Default. The occurrence of any of the following shall be an event of default by CP hereunder:

(i) the filing of a petition or the institution of proceedings of, by, or against CP pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or CP's making a general assignment for the benefit of its creditors or the entering by CP into any compromise or arrangement with its creditors generally; or CP's becoming insolvent in the sense that CP is unable to pay its debts as they mature or in the sense that CP's debts exceed the fair market value of CP's assets;

(ii) the failure of CP (1) to perform any material act to be performed by it under this Agreement, (2) to refrain from performing any material prohibited act under this Agreement or (3) to fulfill any material condition to be fulfilled by it under this Agreement (unless such failure is as a result of the failure of one or more of NC's obligations hereunder), which failure is not cured by CP within the relevant cure period set forth below or the performance thereof is otherwise extended pursuant to the express terms of this Agreement. CP shall cure any monetary default within ten (10) business days after receipt of written notice from NC. CP shall cure any nonmonetary default within thirty (30) days after receipt of written notice from NC; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such thirty (30) day period, then CP shall not be in default if commences to cure such failure within such thirty (30) day period and thereafter diligently pursues to cure such failure.

(c) NC Remedy. In the event of a default by CP pursuant to Section 9(b), NC may pursue any of the following remedies at NC's election:

(i) waive any event of default by CP;

(ii) cure any default of CP and/or perform such actions and/or pay such amounts as provided for and in compliance with this Agreement in which case CP shall reimburse NC upon demand for all costs and expenses incurred by NC in curing such default, performing such actions and/or paying such amounts along with interest thereon at a rate equal to the lower of fifteen percent (15%) per annum or the highest legal rate of interest then permitted by applicable law;

(iii) terminate this Agreement upon thirty (30) days written notice to CP; and

(iv) pursue any other rights or remedies that NC shall have available at law or equity to NC.

(d) CP Remedy. In the event of a default by NC pursuant to Section 9(a), CP may pursue any of the following remedies at CP's election:

(i) waive any event of default by NC;

(ii) cure any default of NC and/or perform such actions and/or pay such amounts as provided for and in compliance with this Agreement in which case NC shall reimburse CP upon demand for all costs and expenses incurred by CP in curing such default, performing such actions and/or paying such amounts along with interest thereon at a rate equal to the lower of fifteen percent (15%) per annum or the highest legal rate of interest then permitted by applicable law;

(iii) terminate this Agreement upon thirty (30) days written notice to NC; and

(iv) pursue any other rights or remedies that CP shall have available to it at law or equity.

11. Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given (a) if and when personally served, (b) forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; (c) forty-eight (48) hours after being sent via Federal Express or other national courier service or (c) by facsimile at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

If to CP:
City Parkway IV A, Inc.
c/o Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: William Arent, Director
Fax: (702) 385-3128

And:
City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, NV 89101
Attn: Teri Ponticello
Fax: (702) 386-1749

If to NC:
Newland Communities
2300 W. Sahara Avenue
Suite 750
Las Vegas, NV 89102

Attn: Sam Gladstein, VP Operations
Fax: (702) 220-7636

And: Newland Communities
9820 Towne Center Drive
Suite 100
San Diego, CA 92121
Attn: Douglas Hageman, SVP & General Counsel
Fax: (858) 455-6142

12. Miscellaneous.

(a) Entire Agreement, Amendments and Waivers. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement includes the Schedule of CP Required Approvals attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. 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 amendments hereto must be in writing and signed by the appropriate parties on behalf of CP and NC.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate parties on behalf of CP and NC 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.

(b) 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.

(c) Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(d) 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.

(e) Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this

Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

(f) 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.

(g) Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

(h) Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(i) Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CP

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

By: _____
Name: _____
Title: _____

NC

NEWLAND COMMUNITIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

Michael C. Nale ESQ
_____
Date
11-19-09

SCHEDULE OF CPV REQUIRED APPROVALS

1. The designation of Service areas pursuant to Section 3.2 of the Charter.
2. The creation of any additional classes of membership pursuant to Section 4.1(b) of the Charter.
3. The granting of variances pursuant to Section 7.1(e) of the Charter.
4. The transfer of any property or interests in real property pursuant to Section 11.1(a) of the Charter.
5. The entering into by the SPMA of any contracts or agreements pursuant to Section 11.5 of the Charter.
6. Founder or the SPMA initiating any litigation whatsoever.
7. The Founder or the SPMA taking any action pursuant to Section 12.5 of the Charter.
8. The taking of any actions by Founder or the SPMA pursuant to Sections 18.1, 18.2, 19.1, 19.2, 19.9, 20.3, 20.4, 21.2(a) and 21.2(b) of the Charter.

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"Agency" means the City of Las Vegas Redevelopment Agency.

"City Council" means the governing body of the City of Las Vegas acting as the Board of Directors for the City of Las Vegas Redevelopment Agency.

"Development Entity" means the entity which is seeking to enter into a contract or agreement with the City of Las Vegas Las Vegas Redevelopment Agency.

"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, Development Entities seeking to enter into certain contracts or agreements with the Agency 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 with the Agency.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Development Entity shall complete Block 1, Block 2, and Block 3. The Development 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 Development 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 Agency and the Development Entity. Upon execution of such contract or agreement, the Development Entity is under a continuing obligation to notify the Agency 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 Agency of any material change may result, at the option of the Agency, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due to the Development Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	**Development Entity**
Name	Newland Communities
Address	9820 Towne Center Drive Suite 100 San Diego, CA 92121
Telephone	858-455-7503
EIN or DUNS	33-0824465

Block 2	**Description**
Subject Matter of Contract/Agreement:	Founder Agreement for Newland Communities to Act as Founder of the Symphony Park Master Association
RFP #:	N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**Sole Member:** American Newland Communities, LP A Delaware Limited Partnership	9820 Towne Center Drive Suite 100 San Diego, CA 92121	858-455-7503
2.	**General Partner of American** Newland Communities, LP: Newland Associates, Inc., A California corporation	9820 Towne Center Drive Suite 100 San Diego, CA 92121	858-455-7503
3.	**Limited Partner of American Newland Communities, LP:** Newland Capital Advisors, LLC, a California limited liability company	9820 Towne Center Drive Suite 100 San Diego, CA 92121	858-455-7503
4.	**Limited Partner of American Newland Communities, LP:** Hunt Newland, L.P., A Delaware limited partnership	c/o 9820 Towne Center Drive Suite 100 San Diego, CA 92121	858-455-7503

The Development 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: N/A

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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 Development Entity.

Rita G. Brandin

Rita G. Brandin, Senior Vice President
Name

November 19, 2009
Date

Subscribed and sworn to before me this 19th day of November, 2009.

LORI TRIPLETT
Notary Public, State of Nevada
Appointment No. 06-107547-1
My Appt. Expires June 30, 2010

Notary Public

Official Seal

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval for the City of Las Vegas to accept the conveyance of title to parcels totaling approximately 3.34 acres in the Las Vegas Enterprise Park from the Urban Chamber of Commerce and authorize the payment of property taxes, penalties, interest and fees due to Clark County for said parcels (APNs 139-21-313-013 and -015) ($45,000 – Industrial Development Revenue Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $45,000
Funding Source: Industrial Development Revenue Fund
Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:

Under a development agreement between the City of Las Vegas and the Urban Chamber of Commerce (UCC), the City deeded 3.34 acres (Parcels) to UCC for construction of a multi-use business incubator and services center (Project). UCC was unable to secure all of the funding needed to construct the Project and has offered to voluntarily convey title to the Parcels back to the City. Being a non-profit corporation, UCC mistakenly believed that the Parcels would be tax exempt and did not allocate funds to pay the property taxes, penalties, interest and fees now due to Clark County. The City desires to retake title to these parcels and, as a consequence, must pay the back taxes, penalties, interest and fees in an amount not-to-exceed $45,000 with closing costs.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Escrow Settlement Statement - Estimated
3. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: Approval for the City of Las Vegas to accept the conveyance of title to parcels in the Las Vegas Enterprise Park back from the Urban Chamber of Commerce and authorize the payment of property taxes, penalties, interest and fees

---

1. On March 17, 2004, Council approved a Disposition and Development Agreement between (DDA) the City and Urban Chamber of Commerce (UCC) for the disposition of a site in the Las Vegas Enterprise Park (Parcels) to develop a multi-use incubator and business services center (Project).

2. On July 1, 2005, UCC met all of the conditions precedent to the closing of escrow and the Parcels were conveyed by the City to UCC. Under terms of the DDA, UCC provided the City with a Promissory Note for $850,000 secured by a Deed of Trust on the Parcels. In the event that UCC was unable to complete the Project the City could recapture title to the Parcels through provisions in the Deed of Trust.

3. On September 19, 2007, Council approved the Amended and Restated Disposition and Development Agreement to extend the Commencement of Construction deadline for the Project and allow UCC time to secure additional funds needed to construct the Project.

4. On June 1, 2009, the final deadline for the Commencment of Construction passed and UCC had not commenced construction of the Project due to a $1.4 million shortfall in the amount of funds needed to construct the Project.

5. On July 1, 2009, the City provided UCC with a Notice of Failure to Commence Construction (NOF) giving UCC a 90 period to cure the NOF before the City could institute legal action to recapture title to the Parcels.

6. On September 24, 2009, as a gesture of good will, UCC notified the City that it would voluntarily return title to the Parcels to the City thereby sparing both parties legal costs and saving time.

7. Upon moving forward with steps necessary to convey title to the Parcels back to the City, it was discovered that there were outstanding property taxes, penalties, interest and fees due to Clark County for the Parcels.

8. As a non-profit corporation, UCC believed that its tax exempt status would also apply to the Parcels. Believing that the Parcels were tax exempt, UCC never allocated funds to pay property taxes and does not have the funds available to pay the property taxes, penalties, interest and fees now due to Clark County for the Parcels.

9. In addition, after meeting with representatives of both the Clark County Treasurer and Assessor, UCC has verified that despite being a non-profit corporation it does not qualify for a property tax exemption under Nevada Revised Statutes: Chapter 361.

10. In order for the City to receive clear title to the Parcels, the property taxes, penalties, interest and fees due to Clark County for the Parcels must be paid before the conveyance of title.

11. Accordingly, it is necessary for the City to pay the the property taxes, penalties, interest and fees due to Clark County for the Parcels in order to receive the conveyance of clear title.

Nevada Title Company

ESCROW SETTLEMENT STATEMENT
Estimated

Escrow Number: 09-09-0424-KR
Escrow Officer: Kristin Ravelo

Title Order Number: 09-09-0424-KR
Date: 11/10/2009 -11:34:52AM
Closing Date: 12/31/2009

Buyer/Borrower: City of Las Vegas

Seller: Urban Chamber of Commerce

Property: 1865 North Martin Luther King Blvd., Las Vegas, NV

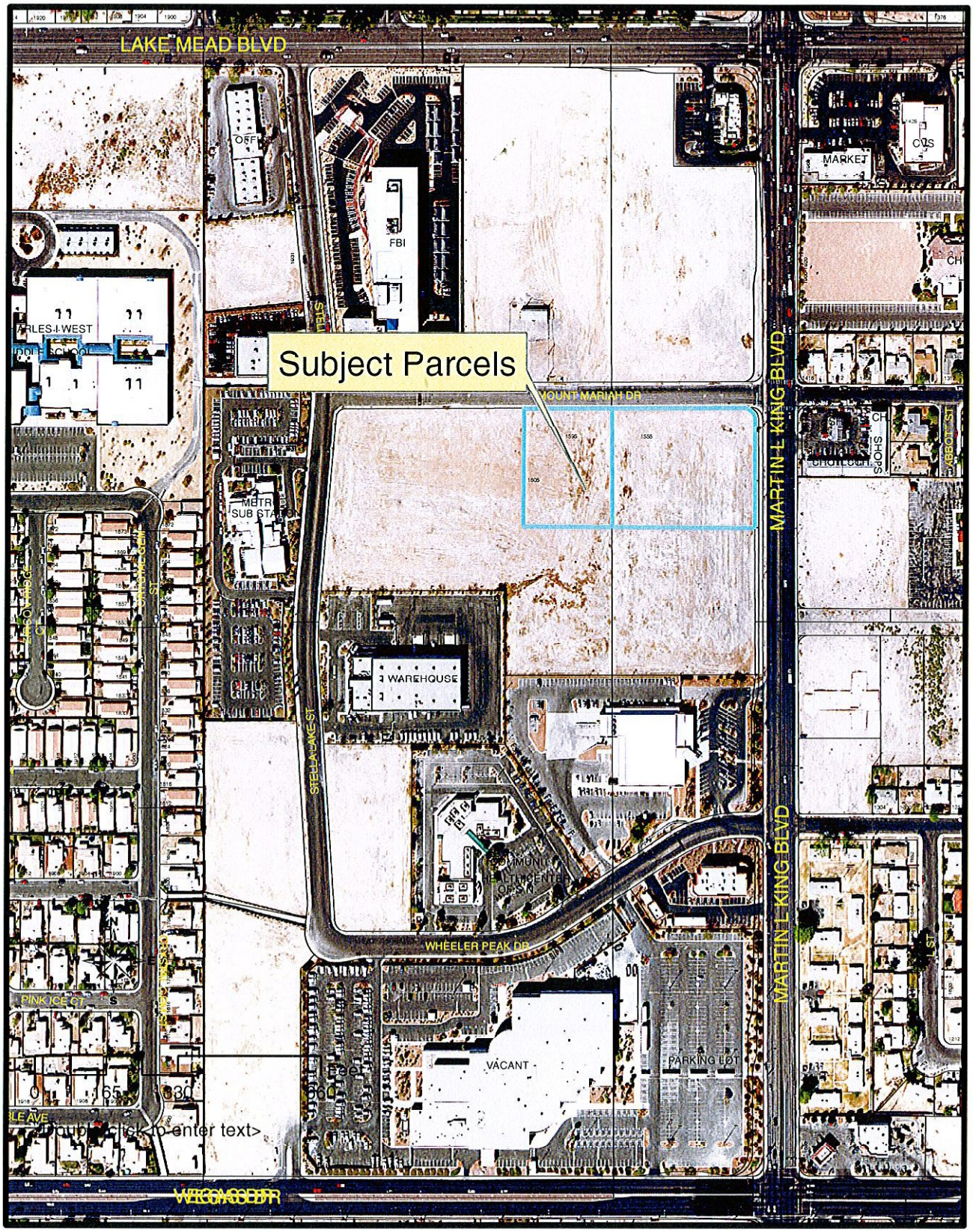
BUYER/BORROWER			SELLER	
DEBITS	**CREDITS**	**DESCRIPTION**	**DEBITS**	**CREDITS**
		TOTAL CONSIDERATION		
		TITLE CHARGES		
2,268.80		Owner's Premium for 1,091,183.00: Nevada Title Company CLTA Owners Title Policy		
		RPTT Fee $5,566.65 - Exempt - Trans. To City: Nevada Title Company		
45.00		Deed Recording Fee: Nevada Title Company		
50.00		Release Recording Fee: Nevada Title Company		
		ESCROW CHARGES TO: Nevada Title Company		
50.00		Document Preparation Fee		
		TAXES:		
12,716.38		Property Tax to: Clark County Treasurer #139-21-313-015		
21,271.91		Property Tax to: Clark County Treasurer #139-21-313-013		
	36,402.09	**BALANCE DUE TO ESCROW**		
		BALANCE DUE TO ESCROW		
36,402.09	36,402.09	**TOTALS**		

City of Las Vegas

Urban Chamber of Commerce

This is an estimated Closing Statement - Amounts are subject to change.

Site Map


LAKE MEAD BLVD
Subject Parcels
MOUNT MARIAH DR
MARTIN L KING BLVD
WHEELER PEAK DR
STELLA LAKE ST
WAREHOUSE
VACANT
PARKING LOT
MARKET
FBI
MBTR SUB STATION
PINK ICE CT
Feet
0
165
330
660

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 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 10-acres of land located west of Cliff Shadows Parkway, north of Hickam Avenue (APN 137-01-301-021) - Ward 4 (Anthony)

Fiscal Impact

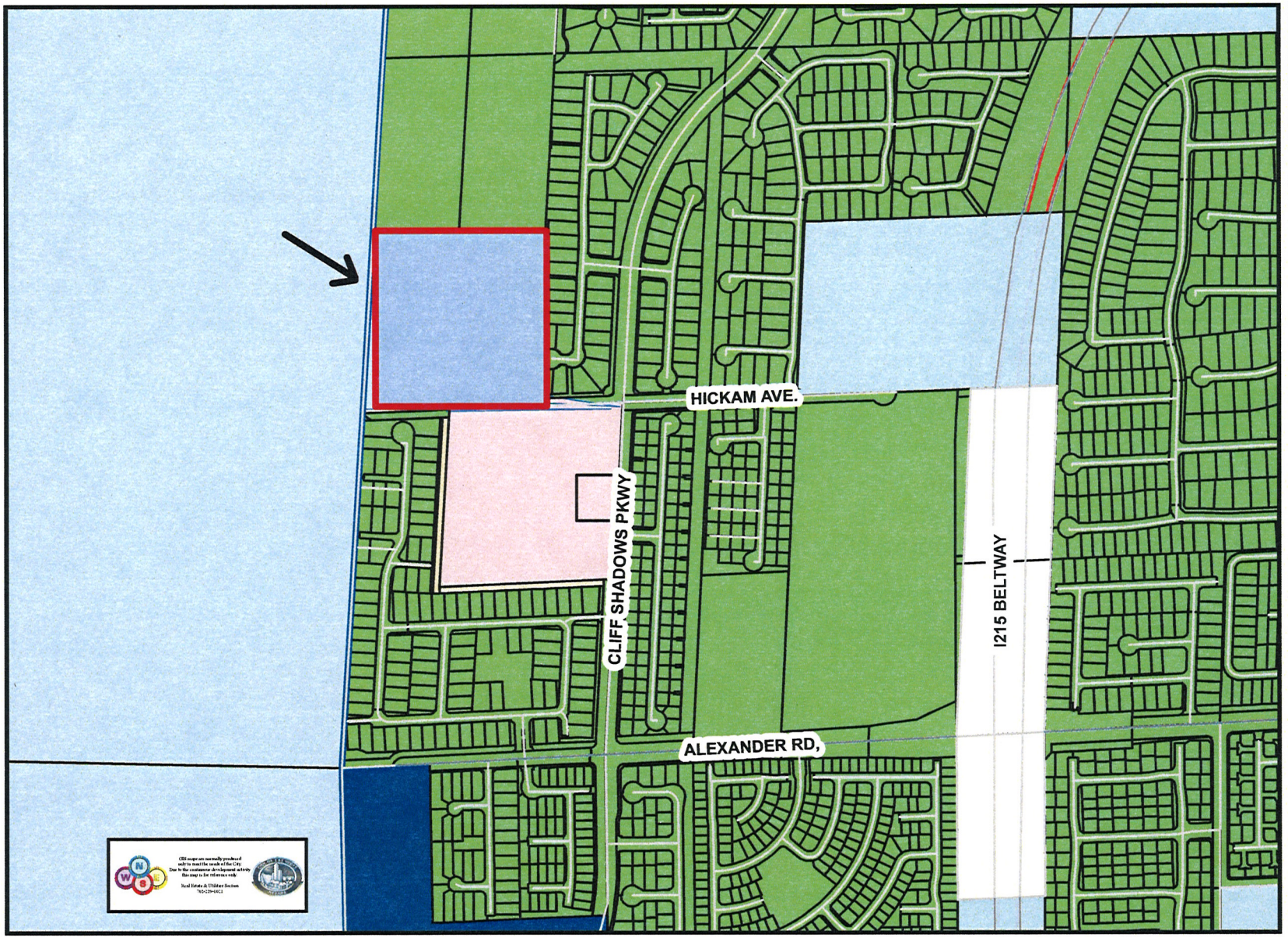
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

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: Hickam & Cliff Shadows



SITE MAP

Legend

- Major Streets
- Street Centerline
- BLM Disp. Bnd.
- Parcels
- BLM Applied
- BLM Leased
- BLM Patent
- City Leased
- City Owned
- USA Parcels
- Ward 1- Tarkanian
- Ward 2 - Wolfson
- Ward 3 - Reese
- Ward 4 - Anthony
- Ward 5 - Barlow
- Ward 6 - Ross
- Public Purpose Reservation

N

Prepared by the City of Las Vegas
Real Estate & Utilities Section
11/09/2009

N:\Real_Estate\rrury\Hickam-Cliff Shadows- 11-09-09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of a First Amendment to Lease Agreement between the City of Las Vegas and Father Flanagan's Boy's Home for the property located at 821 North Mojave (APN 139-25-303-008) - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Las Vegas City Council approved a Lease Agreement on June 16, 1993 for the purpose of the construction and operation of a building to temporarily house juveniles up to age 18 years of age who are in need of assistance. This amendment updates that use to allow for administrative offices and programs related to providing services to youth and their families.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
First Amendment to Lease Agreement

FIRST AMENDMENT to LEASE AGREEMENT BETWEEN CITY OF LAS VEGAS AND FATHER FLANAGAN'S BOY'S HOME

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this ___ day of _____, 2009, by and between the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada ("Lessor") and Father Flanagan's Boys' Home, a nonprofit corporation of the State of Nebraska, duly qualified as a foreign nonprofit corporation in the State of Nevada, with its principal office at Boys Town Center, 14100 Crawford Street, Boys Town, Douglas County, Nebraska 68010-7520, and an office at 6022 Smoke Ranch Road, City of Las Vegas, County of Clark, State of Nevada (herein the "Lessee"). Lessor and Lessee may be referred to singularly as the "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Las Vegas City Council approved and the Mayor executed a Lease Agreement between the Lessor and Lessee on June 16, 1993, attached hereto as Exhibit 1 and incorporated herein by this reference (the "Lease") for the use of unimproved real property as described in Exhibit A of the Lease; and

WHEREAS, it is the mutual desire of the Parties hereto to amend said Lease;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereto agree as follows:

1. In SECTION SIX—USE OF THE DEMISED PREMISES, Subsection A-Use Limitation, add the following paragraph:

> Except if there are no programs, contracts, or available opportunities to house juveniles, the Lessee may use the facilities for offices and programs related to providing services to youth and families that would indirectly benefit the citizens of the City, Clark County, or the State of Nevada.

2. In SECTION TWELVE—NOTICES, delete the notice contact and address for Lessor and replace with the following:

LESSOR: City of Las Vegas
Attn: Real Estate & Utilities Administrator
400 E. Stewart Ave. 4th Floor
Las Vegas, NV 89101

3. The Parties reaffirm the Lease and agree and acknowledge that, except as expressly amended hereby, the Lease remains in full force and effect according to its terms. In the event of any conflict between the terms of the Lease and this First Amendment, the terms of this First Amendment shall govern.

4. Counterparts; Electronic Delivery. This First 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.

5. In all other respects, the Lease is hereby ratified and confirmed, in full.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

CITY OF LAS VEGAS
"Lessor"

_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 11/9/09
Deputy City Attorney Date

FATHER FLANAGAN'S BOYS' HOME
"Lessee"

By: _____

Name: _____

Title: _____

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.

5. In all other respects, the Lease is hereby ratified and confirmed, in full.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

CITY OF LAS VEGAS
"Lessor"

_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges CMC, City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney Date

FATHER FLANAGAN'S BOYS' HOME
"Lessee"

By: V. F. LaPuma

Name: VICTOR F. LAPUMA

Title: ASSISTANT CORP. SECRETARY

EXHIBIT "1"

LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and executed on this 16th day of JUNE, 1993, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "Lessor") and Father Flanagan's Boys' Home, a nonprofit corporation of the State of Nebraska, duly qualified as a foreign nonprofit corporation in the State of Nevada, with its principal office at Boys Town Center, 14100 Crawford Street, Boys Town, Douglas County, Nebraska 68010-7520, and an office at 6022 Smoke Rancho Road, City of Las Vegas, County of Clark, State of Nevada (herein the "Lessee").

The parties agree as follows:

SECTION ONE
DEMISE AND DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee hires from the Lessor, for the purpose set forth in Section Six and for no other purpose, the unimproved real property (herein the "Demised Premises") situated in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein as a part of this Lease Agreement.

SECTION TWO
TERM

A. **Term.** The initial term of this Lease Agreement shall be twenty (20) years, commencing on July 1, 1993, and ending on June 30, 2013.

B. **Additional Term Option.** The Lessor hereby grants to the Lessee the option to extend the term of the Lease Agreement for an additional twenty (20) year term, provided that, at least ninety (90) days prior to the expiration of the first term, the Lessee notifies the Lessor in writing of its intent to exercise the option granted herein.

C. **Right of Termination.** The term of this Lease Agreement shall be subject to earlier termination by the Lessor in the event the Lessee does not complete the construction or ceases operation of the Improvements described in subsection A of Section Six.

SECTION THREE
RENT

As consideration for the execution of this Lease Agreement, the Lessee agrees to pay to the Lessor on the commencement date hereof, and on each anniversary thereof for the period of this Lease Agreement, the sum of One Hundred Fifty and No/100ths Dollars ($150.00) as the base rent for the use and enjoyment of the Demised Premises. The base rental payment shall be subject to annual increases based upon the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers - U.S. City Average. The base index figure shall be the figure last published before July 1, 1993. The annual adjustment index figure for each subsequent year

(July to July) shall be the figure last published before July 1st of the lease year just commencing. Notice of any CPI increase shall be given to the Lessee in a timely manner. No CPI adjustment shall result in a decrease in rent.

SECTION FOUR
WARRANTIES OF TITLE AND QUIET POSSESSION

The Lessor covenants that it is seized of the Demised Premises in fee simple and has full right to make and enter into this Lease Agreement and that the Lessee shall have quiet and peaceable possession of the Demised Premises during the term of this Lease Agreement.

SECTION FIVE
DELIVERY OF POSSESSION

If the Lessor, for any reason whatsoever, cannot deliver possession of the Demised Premises to the Lessee at the commencement of the Lease Agreement, as specified above, this Lease Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damage resulting from such non-delivery, there shall be a proportionate reduction of rent covering the period between the commencement of the Lease Agreement and the time when the Lessor can deliver possession.

SECTION SIX
USE OF THE DEMISED PREMISES

A. **Use Limitation.** The Lessee agrees to use the Demised Premises for the purpose of, and for no other purpose, constructing thereon a new building and related facilities to temporarily house juveniles up to the age of 18 years old who are in need of such facilities (herein the "Improvements") and the operation and maintenance thereafter of such Improvements.

B. **Insurance Restrictions on Use.** No use shall be made or permitted to be made of the Demised Premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the Demised Premises, or any part of such building, nor shall the Lessee sell, or permit to be kept, used, or sold, in or about the Demised Premises, any article that may be prohibited by the standard form of fire insurance policies. The Lessee shall, at its sole cost, comply with all requirements, pertaining to the Demised Premises, of any insurance organization or company necessary for the maintenance of insurance as provided in this Lease Agreement, covering the Improvements located on the Demised Premises.

SECTION SEVEN
WASTE AND NUISANCE PROHIBITED

During the term of this Lease Agreement, the Lessee shall comply with all applicable laws affecting the Demised Premises, the breach of which might result in any penalty

on the Lessor or forfeiture of the Lessor's title to the Demised Premises. The Lessee shall not commit, or suffer to be committed, any waste on the Demised Premises, or any nuisance.

SECTION EIGHT
ABANDONMENT OF PREMISES

The Lessee shall not vacate or abandon the Demised Premises at any time during the term of this Lease Agreement. If the Lessee abandons, vacates, or surrenders the Demised Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the Demised Premises shall be deemed to be abandoned, at the option of the Lessor, except such property as may be encumbered to the Lessor.

SECTION NINE
LESSOR'S RIGHT OF ENTRY

The Lessee shall permit the Lessor, its agents and employees, to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of posting notice of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Demised Premises occasioned by the entry. The Lessee shall permit the Lessor and its agents and employees, at any time within the last five (5) years prior to the expiration of the initial term of this Lease Agreement, to place on the Demised Premises any usual or ordinary "To Let" or "To Lease" signs and exhibit the Demised Premises to prospective tenants at reasonable hours.

SECTION TEN
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. **Right to Encumber**. The Lessee may encumber by mortgage, deed of trust or other proper instrument its leasehold interest and estate in the Demised Premises, together with all buildings and improvements placed by the Lessee on the Demised Premises, as security for the indebtedness of the Lessee incurred for the purpose of financing the construction of the Improvements. The execution of any mortgage, deed of trust or other instrument, or the foreclosure of any mortgage, deed of trust or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage, deed of trust or conveyance by the Lessee to the holder of the indebtedness, or the exercising of any right, power or privilege reserved in any mortgage or deed of trust shall not be held as a violation of any of the terms or conditions of this Lease Agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease Agreement. No encumbrance, foreclosure, conveyance or exercise of right shall relieve the Lessee from its liability under this Lease Agreement.

B. **Notice to Holder of Indebtedness**. If the Lessee shall encumber its leasehold interest and estate in the Demised Premises and if the Lessee or the holder of the

indebtedness secured by the encumbrance shall give notice to the Lessor of the existence of the encumbrance and the address of the holder, then the Lessor will mail or deliver to the holder, at such address, a duplicate copy of all notices in writing which the Lessor may, from time to time, give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease Agreement. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served upon the Lessee. The holder may, at its option, at any time before the rights of the Lessee shall be terminated as provided in this Lease Agreement, pay any of the rents due under this Lease Agreement, or pay any taxes and assessments, or do any other act or thing required of the Lessee by the terms of this Lease Agreement, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions contained herein or to prevent the termination of this Lease Agreement. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of the Lessee thereunder as the same would have been if done and performed by the Lessee.

SECTION ELEVEN
SUBLETTING AND ASSIGNMENT

A. **Sublease.** The Lessee may not sublet the Demised Premises in whole or in part without the Lessor's consent, and the making of any sublease shall not release the Lessee from, or otherwise affect in any manner, any of the Lessee's obligations under this Lease Agreement.

B. **Assignment.** The Lessee shall not assign or transfer this Lease Agreement, or any interest herein, without the prior written consent of the Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void and shall, at the option of the Lessor, terminate this Lease Agreement.

C. **Involuntary Transfer.** Neither this Lease Agreement nor any interest of the Lessee under this Lease Agreement in the Demised Premises or the Improvements thereon shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer or sale shall be void and no effect and shall, at the option of the Lessor, terminate this Lease Agreement.

SECTION TWELVE
NOTICES

All notices, demands, or other writings in this Lease Agreement provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service as certified mail with postage prepaid, and addressed as follows:

LESSOR: City of Las Vegas
City Manager
400 East Stewart Avenue, 10th Floor
Las Vegas, Nevada 89101

LESSEE: Executive Director
Boys Town Center
14100 Crawford Street
Boys Town, Nebraska 68010-7520

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

SECTION THIRTEEN
TAXES AND ASSESSMENTS

A. **Taxes.** The Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on or against the Demised Premises, or any part of the leasehold of the Lessee in and under this Lease Agreement, the Improvements hereafter constructed on the Demised Premises, or on or against the Lessor by reason of its ownership of the fee underlying this Lease Agreement, during the entire term of this Lease Agreement.

B. **Assessments Affecting Improvements.** Specifically and without in any way limiting the generality of the provisions of Paragraph A of this Section 13, the Lessee shall pay all special assessments, levies or charges made by any municipality or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments, levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, the Lessee may elect either mode of payment and its election shall be binding on the Lessor. If, by making any such election to pay in installments, any of such installments shall be payable after the termination of this Lease Agreement or any extended term of this Lease Agreement, the unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by the Lessor. All of the taxes and charges under this Section Thirteen shall be prorated at the commencement and expiration of the term of this Lease Agreement.

C. **Contesting Taxes.** If the Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this Section Thirteen, the Lessee shall be permitted to do so, and to defer payment of such tax assessment, levy or charge, the validity or amount of which the Lessee is so contesting, until final determination of the contest, if the Lessee gives to the Lessor written notice thereof prior

to the commencement of any such contest, which shall be at least five (5) days prior to delinquency, and providing the Lessor a good and sufficient surety bond protecting the Lessor against any such tax assessment, levy or governmental charge, and from any costs, liability or damage arising out of any such contest.

SECTION FOURTEEN
COVENANT OF CONSTRUCTION AND OPERATION

A. **Covenant of Design and Construction.** In consideration for the execution of this Lease Agreement, within 240 days after execution hereof, the Lessee covenants, at its sole cost and expense, to design and construct the Improvements upon the Demised Premises and related facilities to temporarily house juveniles up to the age of 18 years old who are in need of facilities and to operate and maintain the Improvements thereon for the term of this Lease Agreement. The construction of the Improvements shall be consistent with the structure drawing, floor plan, site plan and basic concept drawing, attached hereto as Exhibits "B", "C", "D" and "E" respectively and incorporated herein as a part of this Lease Agreement. The Improvements shall be designed and constructed at a minimum cost of Five Hundred Thousand and No/100ths Dollars ($500,000.00) to the Lessee. The plans and specifications of the Improvements preliminary and final, shall be submitted to the Lessor for review and approval. The Lessor shall not unreasonably withhold such approval, and in the event of disapproval, the Lessor shall give to the Lessee an itemized statement of reasons for disapproval within thirty (30) days after the plans and specifications are submitted to the Lessor. Failure of the Lessee to complete the construction of the Improvements within the deadline set forth herein, or to maintain or operate in the manner required herein, shall constitute a material default on the part of the Lessee and shall give rise to the Lessor's right to terminate this Lease Agreement and to retake possession of the Demised Premises.

B. **Alterations, Improvements and Changes Permitted.** The Lessee shall have the right to make such alterations, improvements and changes to the Improvements that may from time to time may be deemed necessary by the Lessee on the Demised Premises, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements or changes, or to replacing the Improvements, the Lessee shall obtain the Lessor's written approval of the plans and specifications therefor, which approval the Lessor shall not unreasonably withhold, provided that the value of the Improvements shall not be diminished and the structural integrity thereof shall not be adversely affected by any such alterations, improvements or changes, or that in the event of replacement the proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, the Lessor shall give to the Lessee an itemized statement of reasons for the disapproval. If the Lessor does not disapprove the plans and specifications provided for in this Section Fourteen within thirty (30) days after they have been submitted to the Lessor, the plans and specifications shall be deemed to have been approved by the Lessor. The Lessor will in no event make any alterations, improvements or other changes of any kind to the Improvements or the Demised Premises, or both, which decreases the value of the Improvements or the Demised Premises, or both, or which adversely affects the structural

integrity of the Improvements. Prior to commencing any work that will cost in excess of One Thousand and No/100ths Dollars ($1,000.00), the Lessee shall furnish the Lessor, on demand, with a good and sufficient surety bond insuring the completion of the work and the payment of all bills in connection with the work.

C. **Disposition of the Improvements.** The Improvements constructed by the Lessee on the Demised Premises, and all alterations, improvements, changes, or additions made thereto shall be the property of the Lessor, and the Lessee shall have only a leasehold interest therein subject to the terms of this Lease Agreement.

SECTION SIXTEEN
REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. **Maintenance of Improvements.** The Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without expense to the Lessor, keep and maintain the Demised Premises, including the Improvements thereon, and all appurtenances thereto, including the sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair and, except as specifically provided in this Lease Agreement, shall restore and rehabilitate the Improvements located thereon that may be destroyed or damaged by fire, casualty or any other cause whatsoever.

B. **No Obligation by the Lessor to Make Improvements.** The Lessor shall not be obligated to make any repairs or replacements whatsoever to the Demised Premises or the Improvements constructed thereon.

C. **The Lessee's Compliance with Laws.** The Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Demised Premises or the Improvements constructed thereon.

D. **Damage to and Destruction of Improvements.** Any damage or destruction, in whole or in part, of the Improvements that is a part of the Demised Premises shall not release the Lessee from any obligation under this Lease Agreement, except as expressly provided below. In case of damage to or destruction of Improvements, the Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of the Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to the Lessee for such repair or replacement.

E. **Damage or Destruction Occurring Toward End of Term.** In spite of anything to the contrary in the immediately preceding paragraphs of this Section Sixteen, in case of destruction of or damage to the Improvements located on the Demised Premises from any cause so as to make it untenantable occurring during the last five (5) years of the term of this Lease Agreement, the Lessee, if not then in default under this Lease Agreement, may elect to terminate this Lease Agreement by written notice served on the Lessor within thirty (30) days after the

occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of the Lessee to repair or restore the Improvements nor any right on the part of the Lessee to receive any proceeds collected under any insurance policies covering the Improvements. The Lessee agrees to execute any and all documents which are necessary to assign, or secure the proceeds of any insurance policies covering the Improvements located on the Demised Premises to the Lessee. On such termination, the rent, taxes, assessments, and any other sums payable by the Lessee under this Lease Agreement shall be prorated as of the termination date. In the event any rent, taxes or assessments shall have been paid in advance, the Lessor shall rebate any such payment for the unexpired period for which payment shall have been made.

F. **Election not to Terminate.** If, in the event of destruction or damage during the last five (5) years of the term of this Lease Agreement, the Lessee does not elect to terminate this Lease Agreement, the proceeds of all insurance covering the damage or destruction shall be made available to the Lessee for repair or replacement, and the Lessee shall be obligated to repair or rebuild the Improvements as provided above.

SECTION SEVENTEEN
UTILITIES

The Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Demised Premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Demised Premises and all activities conducted thereon, and the Lessor shall have no responsibility of any kind for payment of any such utilities.

SECTION EIGHTEEN
LIENS

A. **The Lessee's Duty to Keep Premises Free of Liens.** The Lessee shall keep all and every part of the Demised Premises and the Improvements located thereon free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of the Lessee, any alteration, improvement, or repairs or additions that the Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by the Lessee on or about the Demised Premises, or any obligations of any kind incurred by the Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Lessor from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Demised Premises.

B. **Written Notice.** The Lessee shall give the Lessor written notice no less than thirty (30) days in advance of the commencement of any construction, alteration, addition,

improvement, or repair estimated to cost in excess of One Thousand and NO/100ths Dollars ($1,000.00) in order that the Lessor may post appropriate notices of the Lessor's non-responsibility.

C. **Contesting Liens.** If the Lessee desires to contest any lien, it shall notify the Lessor of its intention to do so within ten (10) days after the filing of the lien. In that case, and provided that the Lessee shall on demand protect the Lessor by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, the Lessee shall not be in default under this Lease Agreement until fifteen (15) days after the final determination of the validity of the lien, within which time the Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of the Lessee under this Lease Agreement.

D. **Indemnification.** In the event of any such contest, the Lessee shall protect and indemnify the Lessor against any and all loss, expense and damage resulting from the contest.

SECTION NINETEEN
INDEMNIFICATION OF LESSOR

The Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the Demised Premises or be in, or about the Demised Premises, whether the loss, injury, death, or damage shall be caused by, result from or arise out of any act, omission, or negligence of the Lessee or of any occupant, subtenant, visitor, or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing whether the same kind as or of a different kind than the matters or things above set forth. The Lessee shall indemnify the Lessor against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. The Lessee waives all claims against the Lessor for damages to the Improvements that are hereafter constructed thereon and to the property of the Lessee in, on, or about the Demised Premises, and for injuries to persons or property in or about the Demised Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the Lessor, its agents or employees.

SECTION TWENTY
ATTORNEY FEES

If any action at law or in equity shall be brought to recover any rent under this Lease Agreement, or for any breach of, or to enforce any of the covenants, terms or conditions of this Lease Agreement, or for the recovery of the possession of the Demised Premises, the prevailing party shall be entitled to recover from the other party the prevailing party's costs and reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any

judgment or decree rendered.

SECTION TWENTY-ONE
REDELIVERY OF PREMISES

At the expiration or earlier termination of this Lease Agreement, the Lessee shall peaceably and quietly quit and surrender to the Lessor the Demised Premises in good order and condition subject to the other provisions of this Lease Agreement.

SECTION TWENTY-TWO
INSURANCE

A. **Insurance Coverage of Premises.** The Lessee shall, at all times during the term of this Lease Agreement and at the Lessee's sole expense, keep the Improvements that are hereafter constructed on the Demised Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of the Improvements with loss payable to the Lessor and the Lessee as their interests may appear. Any loss adjustment shall require the written consent of both the Lessor and the Lessee.

B. **Personal Injury Liability Insurance.** The Lessee shall maintain in effect throughout the term of this Lease Agreement personal injury liability insurance covering the Demised Premises, the Improvements located thereon and the sidewalks fronting on them in the amount of Two Million and No/100ths Dollars ($2,000,000.00) for injury to or death of any one person, and Two Million and No/100ths Dollars ($2,000,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of Two Million and No/100ths Dollars ($2,000,000.00). Such insurance shall specifically name the Lessor as an additional insured party.

C. **Lessor's Right to Pay Premiums on Behalf of Lessee.** All of the policies of insurance referred to in this Section Thirty-Two shall be written in a form and by insurance companies satisfactory to the Lessor. The Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to the Lessor. In the event of the failure of the Lessee to obtain or maintenance the insurance required under this Lease Agreement or to pay the premiums for such insurance or to deliver the policies, or certificates of the policies, to the Lessor, the Lessor shall be entitled, but shall have no obligation, to procure such insurance and pay the premiums therefor, which premiums shall be repayable to the Lessor within fifteen (15) days from the demand therefor. Failure to repay the same shall carry with it the same consequence as failure to pay any installment of rent. Each insurer mentioned in this Section Twenty-Two shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to the Lessor, that it will give to the Lessor thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled. The Lessor agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by the Lessee.

D. **Adjustment of Coverage.** In the event that either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this Section Twenty-Three; but, if the parties shall be unable to agree thereon, the proper and reasonable limits for insurance then to be carried shall be determined by an impartial third person selected by the parties, or should they be unable to agree on a selection, by an impartial third person chosen by the Commissioner of Insurance for the State of Nevada. The decision of the impartial third person as to the proper and reasonable limits for insurance then to be carried shall be binding on the parties, and insurance shall be carried with the limits as thus determined until the limits are again changed pursuant to the provisions of this Section Twenty-Three. The expenses of the determination shall be borne equally by the parties.

E. **Cost of Insurance Deemed Additional Rental.** The cost of insurance required to be carried by the Lessee in this Section Twenty-Three shall be deemed to be additional rent under this Lease Agreement.

SECTION TWENTY-THREE
PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this Lease Agreement, nor the leasehold estate of the Lessee, nor any interest of the Lessee under this Lease Agreement in the Demised Premises or in the Improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever and any attempt to assign, transfer or sell be void and of no effect.

SECTION TWENTY-FOUR
NOTICE OF DEFAULT

The Lessee shall not be deemed to be in default under this Lease Agreement unless the Lessor shall first give to the Lessee written notice of the default, and the Lessee fails to cure the default within ten (10) days after receipt of the written notice or, if the default is of such a nature that it cannot be cured within the ten-day period, the Lessee fails to commence to cure the default within that period and diligently pursue it to completion within a reasonable time.

SECTION TWENTY-FIVE
DEFAULT

In the event of any breach of this Lease Agreement by the Lessee, the Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises. The Lessee's personal property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of the Lessee. Should the Lessor elect to re-enter, as provided in this Lease Agreement, or

should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the Lessor may either terminate this Lease Agreement or it may from time to time, without terminating this Lease Agreement, re-let the Demised Premises or any part thereof for such term (which may be for a term extending beyond the term of this Lease Agreement) and at such rent and on such other terms and conditions as the Lessor in its sole discretion may deem advisable, including the right to make alterations and repairs to the Demises Premises. In the event that the Lessor relets the Demised Premises, the Lessee shall not be liable for any deficiency between the rent reserved herein and the rents received from reletting the Demised Premises.

SECTION TWENTY-SIX
LESSOR'S RIGHT TO PERFORM

In the event that the Lessee by failing or neglecting to do or perform any act or thing provided in this Lease Agreement by it to be done or performed, shall be in default under this Lease Agreement and such failure shall continue for a period of ten (10) days after written notice from the Lessor specifying the nature of the act or thing to be done or performed, then the Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demises Premises for such purposes, if the Lessor shall so elect), and the Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to the Lessee on account of such election. The Lessee shall repay to the Lessor on demand the entire expense incurred on account of such election, including compensation to the agents and employees of the Lessor. Any act or thing done by the Lessor pursuant to the provisions of this Section Twenty-Six shall not be or be construed as a waiver of any such default by the Lessee, or as a waiver of any covenant, term, or condition contained in this Lease Agreement, or of any other right or remedy of the Lessor, under this Lease Agreement or otherwise.

SECTION TWENTY-SEVEN
EFFECT OF EMINENT DOMAIN

A. **Effect of Total Condemnation.** In the event the entire Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of such taking, and the Lessee shall then be released from any liability thereafter accruing under this Lease Agreement.

B. **Effect of Partial Condemnation.** In the event a portion of the Demised Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, the Lessee shall have the right to terminate this Lease Agreement as of the date of the taking by giving to the Lessor written notice of termination within thirty (30) days after the Lessor has notified the Lessee in writing that the property has been so appropriated or taken. If there is a partial taking and the Lessee does not so terminate this Lease Agreement, then this Lease Agreement shall continue in full force and effect as to the part not taken, and the rental to be paid by the Lessee during the remainder of

the term shall remain the same.

C. **Condemnation Award.** In the event of the termination of this Lease Agreement by reason of the total or partial taking of the Demised Premises by eminent domain, then in any such condemnation proceedings, the Lessor and only the Lessor shall have the right to make claim against the condemning or taking authority for the amount of any damage as a result of the condemning or taking. In the event of a partial taking of the Demised Premises and this Lease Agreement is not terminated, then the Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the Improvements constructed on the Demised Premises by the Lessee which Improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the Improvements and ending on the expiration date of this Lease Agreement.

SECTION TWENTY-EIGHT
SURRENDER OF LEASE

The voluntary or other surrender of the Demised Premises by the Lessee, or a mutual cancellation of this Lease Agreement, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of the Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION TWENTY-NINE
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this Lease Agreement for any cause, the Lessor shall become the owner of the Improvements constructed upon the Demised Premises.

SECTION THIRTY
WAIVER

The waiver by the Lessor of, or the failure of the Lessor to take action with respect to any breach of any term, covenant, or condition contained in this Lease Agreement shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant or condition contained in this Lease Agreement. The subsequent acceptance of rent under this Lease Agreement by the Lessor shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant, or condition of this Lease Agreement other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of a preceding breach at the time of acceptance of the rent.

SECTION THIRTY-ONE
EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement, with the consent of the Lessor, shall be construed to be a tenancy from month-to-month at the same

monthly rental as required to be paid by the Lessee for the period immediately prior to the expiration of the term of this Lease Agreement, and shall otherwise be on the terms and conditions specified in this Lease Agreement, so far as applicable.

SECTION THIRTY-TWO
PARTIES BOUND

The terms, conditions and covenants contained in this Lease Agreement shall, subject to the provisions as to assignment, transfer and subletting contained in Section Eleven, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties to the Lease Agreement. All of the parties shall be jointly and severally liable under this Lease Agreement.

SECTION THIRTY-THREE
TIME OF THE ESSENCE

Time is of the essence of this Lease Agreement, and of each and every covenant, term, condition and provision of this Lease Agreement.

SECTION THIRTY-FOUR
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

SECTION THIRTY-FIVE
GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

SECTION THIRTY-SIX
ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated herein.

SECTION THIRTY-SEVEN
MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTY-EIGHT
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Lease Agreement on the day and year first above written.

CITY OF LAS VEGAS

6-28-13 AGS

By _____
JAN LAVERTY JONES, Mayor

"Lessor"

ATTEST:

By _____
KATHLEEN M. TIGHE, City Clerk
By: SANDRA R. LeBOEUF,
Chief Deputy City Clerk

FATHER FLANAGAN'S BOYS' HOME

By _____
FATHER VAL J. PETER
Executive Vice President

"Lessee"

ATTEST:

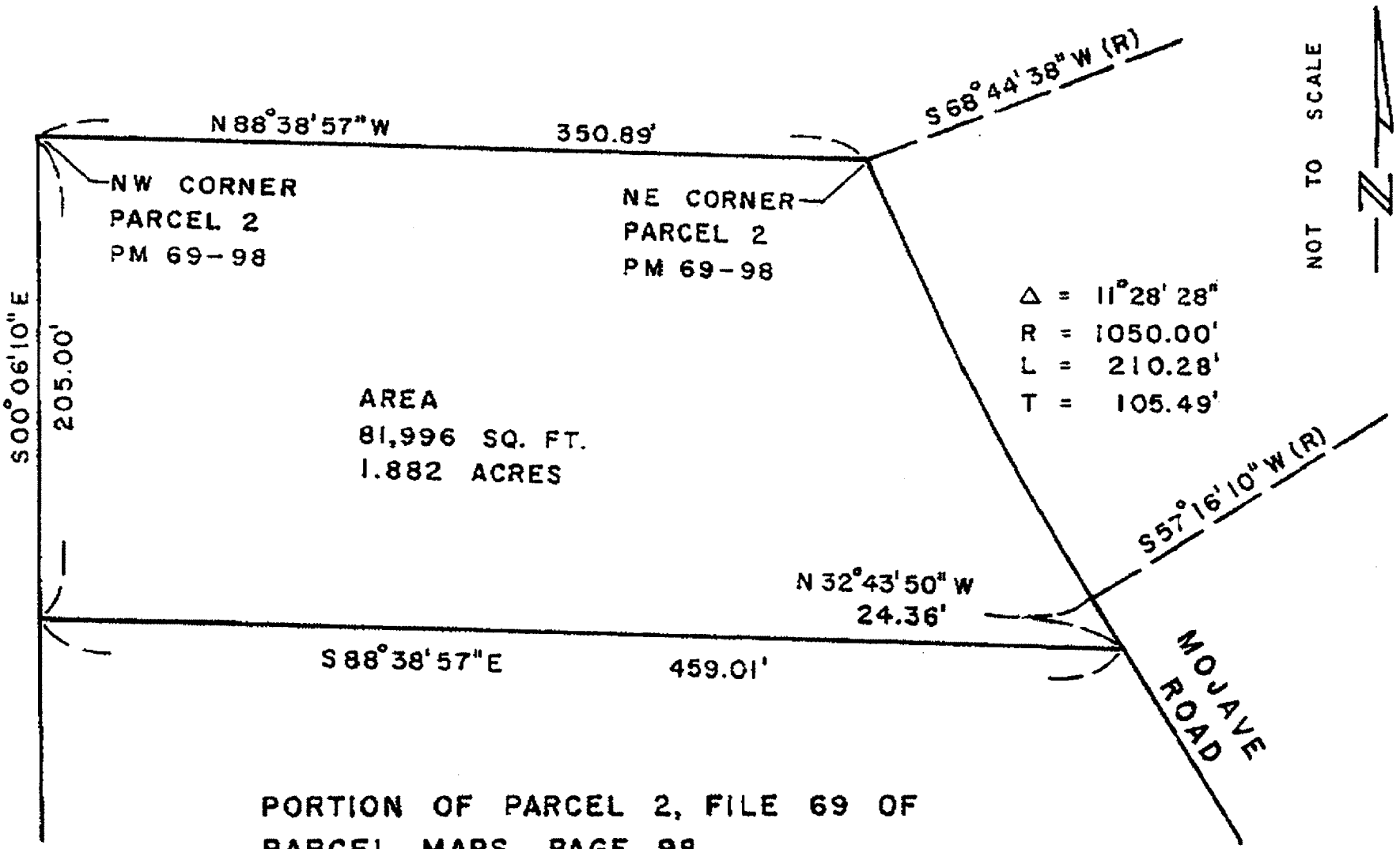
By _____
WILLIAM A. DAY, JR., Secretary

EXHIBIT "A"
A.P.N. 020-760-005
BOYSTOWN LEASE

That portion of the North Half (N 1/2) of the South Half (S 1/2) of Section 25, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as:

The North 205.00 feet, measured along the West line, of PARCEL 2 as shown on the parcel map on file in File 69 of Parcel Maps, Page 98 of Clark County, Nevada Records.

The above described parcel of land contains an area of 81,996 square feet or 1.882 acres more or less.



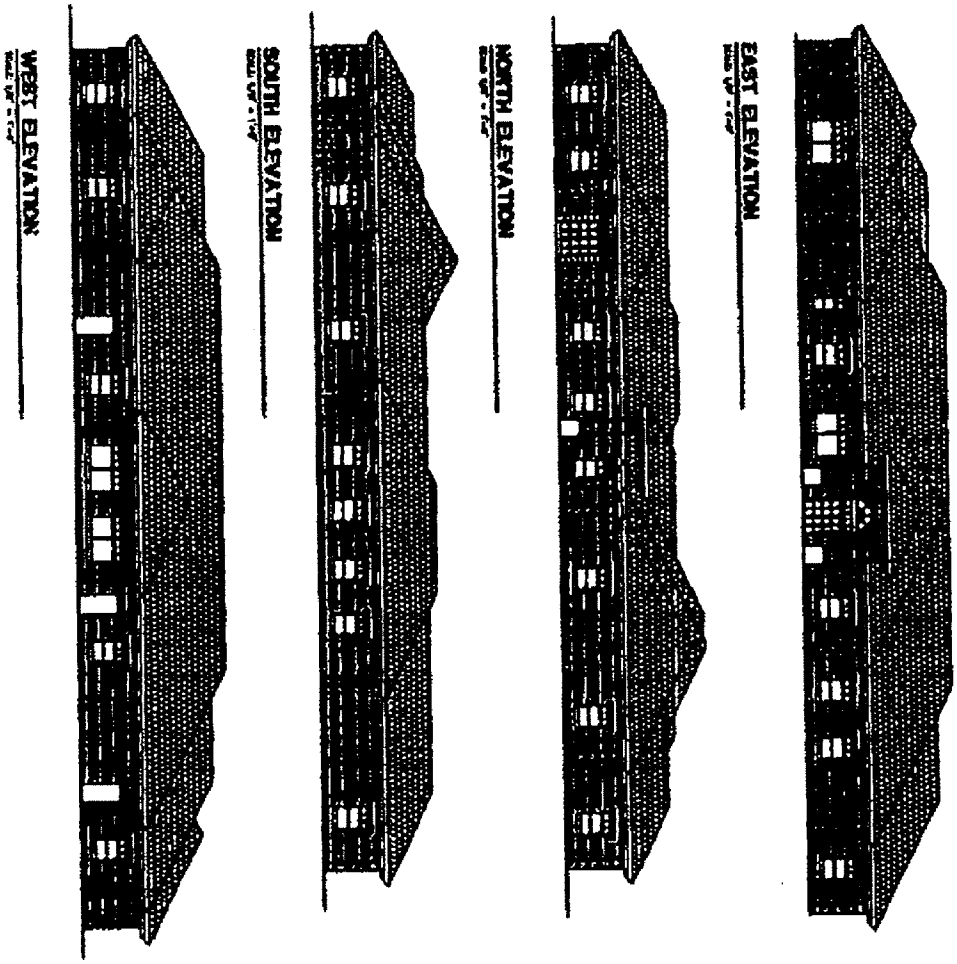
PORTION OF PARCEL 2, FILE 69 OF
PARCEL MAPS, PAGE 98

N1/2, S1/2, SEC. 25, T20S, R61E, M.D.M.

EXHIBIT "B"

03/20/96 11:44 BOYS TOWN 018

Quick Tuner

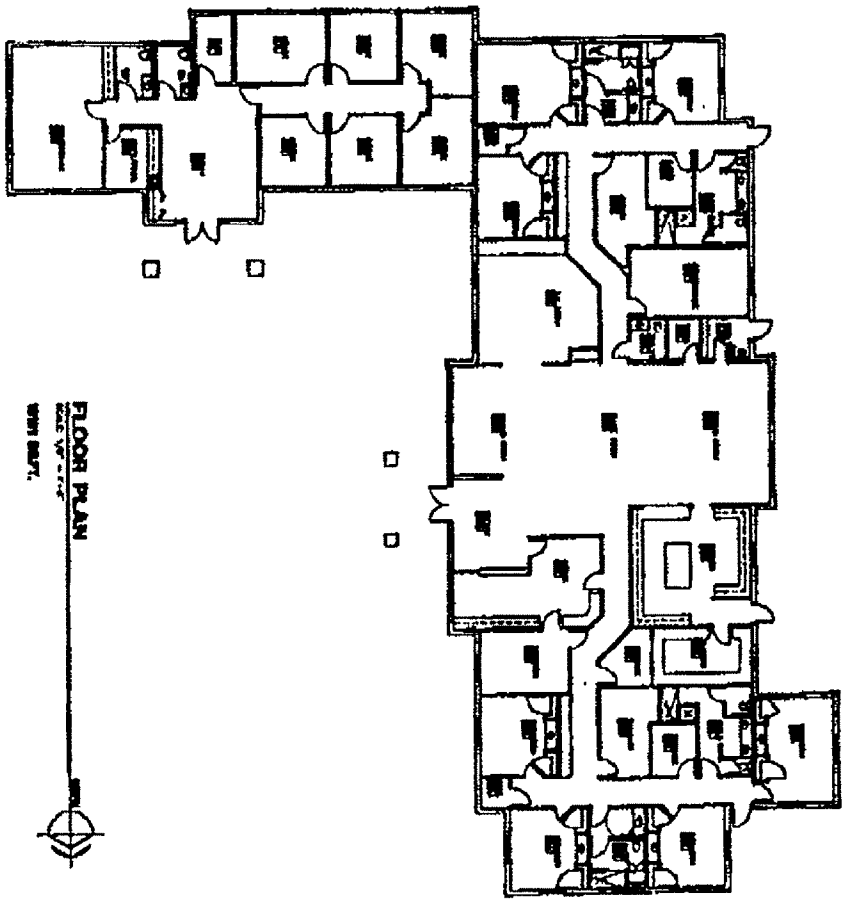


A-3

BOYSTOWN SHELTER

LAS VEGAS, NEVADA

EXHIBIT "B"



A2.1

BOYSTOWN SHELTER

LAS VEGAS, NEVADA

EXHIBIT "C"

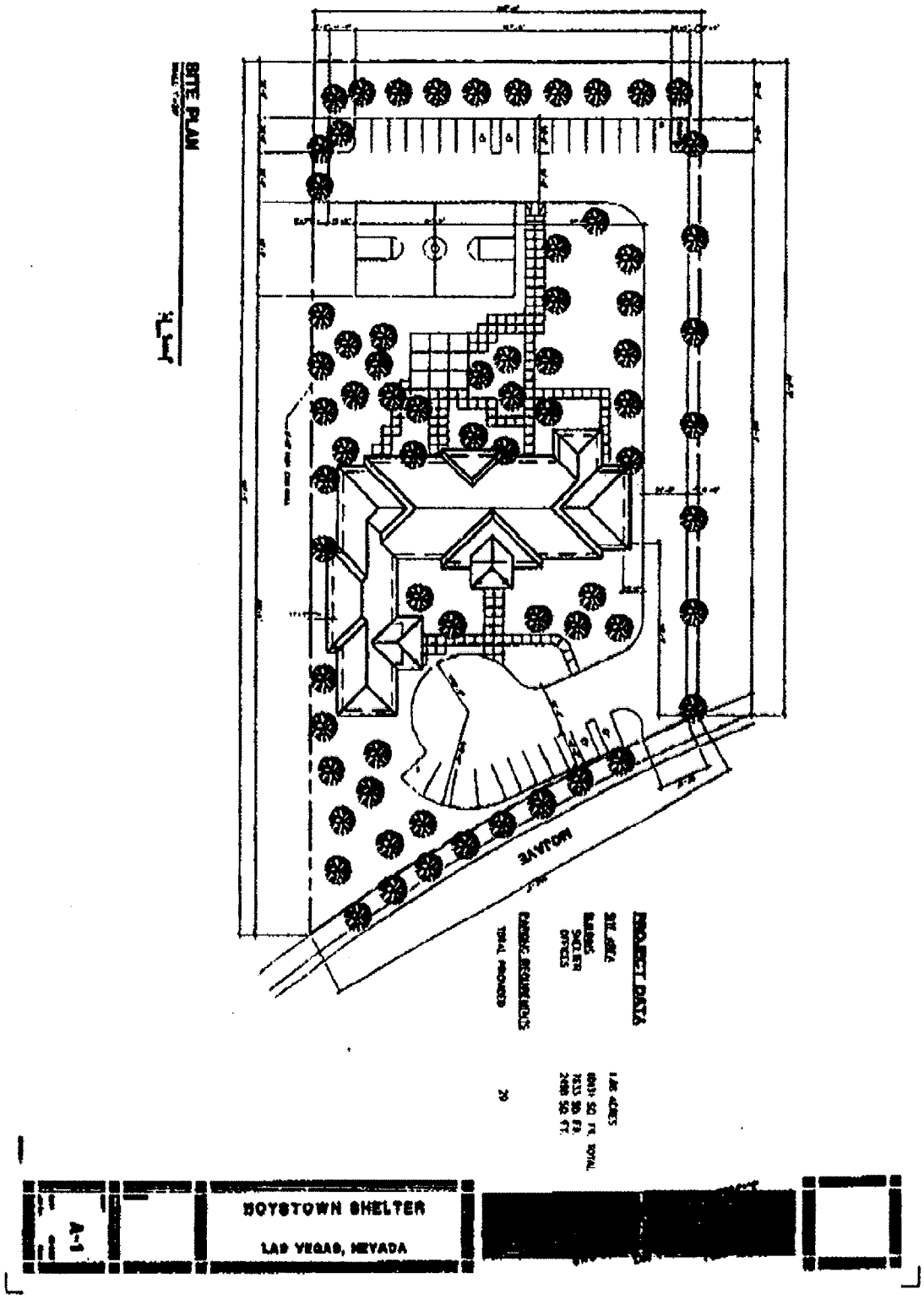

SITE PLAN
PROJECT DATA
BOYSTOWN SHELTER
LAS VEGAS, NEVADA
A-1

EXHIBIT "D"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $50,697,114.51
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 11/1-11/15/09

City of Las Vegas

Summary of Cash Expenditures

For period of 11/1-15/09

Total Services & Materials Checks :	**$12,395,842.40**
Total Services & Materials EFT Payments :	**$1,750,306.87**
Total Wire Transfers:	**$29,637,515.85**
Total Payroll Checks:	**$6,913,449.39**
Grand Total:	**$50,697,114.51**

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 December 2, 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: DECEMBER 2, 2009

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

SUBJECT:
Approval to reallocate $400,000 of 1% Room Tax funding from the Public Works Capital Project Fund to Parks and Leisure Activity Capital Project Fund in order to provide additional funding needed for the Martin Luther King Median Landscape project - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $400,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Public Works has reviewed the Martin Luther King Median Landscape project funding and determined that $400,000 in additional funding is needed. Funding is available from 1% Room Tax on the Jackson Avenue Median and Streetlight Improvements project in the Public Works Capital Project Fund.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Parks and Leisure Capital Projects Listing

CITY OF LAS VEGAS
PARKS & RECREATION CAPITAL PROJECT FUND
December 2, 2009

Facility	Ward	Project to Date Funding as of	City Council Agenda 12/2/09	Project to Date Funding as of
Bettye Wilson Soccer Complex Restroom	4	450,000		450,000
Bonanza Trail	5,6	14,060,000		14,060,000
Boulder Plaza Park	1	1,626,240		1,626,240
Clark County 215 Beltway Trail Segments	2,4	3,773,000		3,773,000
Construction/Bid Reserve	All	10,000,000		10,000,000
Cultural Corridor Median Improvements	5	1,795,000		1,795,000
Cultural Corridor Trails	5	2,323,200		2,323,200
Cultural Corridor Trails Bridge Artwork	5	300,000		300,000
D Street Landscape and Median Improvements	5	650,000		650,000
Desert Nature Preserve	2	5,940,000		5,940,000
Doc Romeo Park Restrooms	4	370,000		370,000
Doolittle Park Renovation Phase 1	5	1,400,000		1,400,000
Durango / Riley Park Phase 2	6	739,824		739,824
Ed Fountain Park Parking Lot Improvements	5	200,000		200,000
Enterprise Park Common Area Improvements	1	3,575,000		3,575,000
Entertainment Trail Streetscape	5	200,000		200,000
Ethel Pearson Park	5	800,000		800,000
Firefighters Memorial Park (AKA Oakey Torrey Pines Ballfields)	1	3,200,000		3,200,000
Freedom Park Renovation and Sports Complex	3	54,500,000		54,500,000
Fremont Neon Sign Project (Signs on Sticks 2)	3	470,862		470,862
Gilmore / Cliff Shadows Park	4	696,994		696,994
Hills Park Improvements	4	80,000		80,000
Indian Hills Park	6	396,055		396,055
Las Vegas Arts District Gateways	1	710,000		710,000
LAS VEGAS ARTS DISTRICT SIGNS (AKA 18B)	1	1,148,011		1,148,011
Las Vegas Boulevard- Median Islands - Fremont to US-95	3	294,289		294,289
Las Vegas Springs Preserve Phase 2	2	12,100,000		12,100,000
Las Vegas Wash Trail Phase 1 and 2	3	8,462,000		8,462,000
Las Vegas Wash Trailhead Bridge	3	2,860,000		2,860,000
Lone Mountain Trail System Phase 1 and 2	4	6,002,000		6,002,000
Lorenzi Park Renovation Phase 2	5	14,197,355		14,197,355
Lorenzi Park Upgrades	5	580,000		580,000
Majestic Park Improvements	4	22,542,417		22,542,417
Martin Luther King Median Landscaping	1,5	230,000	400,000	630,000
Multi-Use Trails and Trailheads	All	3,858,746		3,858,746
Multi-Use Transportation Trails	All	11,151,360		11,151,360
Neighborhood Park Improvements	3,4,5	3,358,907		3,358,907
Neon Boneyard Park	5	5,668,567		5,668,567
Neon Museum Visitors Center	5	807,039		807,039
Pavilion Pool Enclosure	2	6,000,000		6,000,000
Pedestrian Bridge - Cultural Corridor Trail	1,5	1,650,000		1,650,000
Pedestrian Bridge - Las Vegas Wash	3	3,300,000		3,300,000
Pedestrian Bridge - Lone Mountain Trail	4	3,300,000		3,300,000
Performing Arts Center	5	275,417,081		275,417,081
Post Office Rehabilitation	5	39,923,558		39,923,558
Rotary Park Improvements	1	2,400,000		2,400,000
Sandhill / Owens Park	3	3,240,000		3,240,000
Sandhill / Owens Trailhead	3	2,068,000		2,068,000
Stupak Community Center	3	12,500,000		12,500,000
Stupak Park	3	3,200,000		3,200,000
Teton Trails Park Phase 3	6	140,000		140,000
Teton Trails Park Phase 4	6	365,000		365,000
Tropical / Durango Park Phase 1	6	1,986,345		1,986,345
Urban Pathways - 1st Street Beautification, Boulder to Hoover	1,5	1,250,000		1,250,000
Urban Pathways - Hoover Street Beautification	1,5	750,000		750,000
Vias Verdes Pre-Proposal Planning Project	4	295,000		295,000
		559,301,850	400,000	559,701,850

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of an extension of a Temporary Liquor Caterer License, Bonanza Mojave, LLC, dba Elegante Banquet Hall, 3020 East Bonanza Road, Suite 110, Sam Hamika, Owner, 100% - 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 Liquor Caterer 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.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of a Change of Location for a Liquor Caterer License, 6 Corona, Inc., dba El Oasis Salon de Fiestas, From: 3231 North Decatur Boulevard, Suite 134, To: 3100 East Lake Mead Boulevard, Victor Corona, Pres and Alma Corona, Secy, Dir - North Las Vegas

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Liquor Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of a Change of Ownership for a Supper Club License, From: Smallzl, Inc., dba Joey's Seafood and Grill, To: HAMOA, Inc., dba Melting Pot Restaurant, 8704 West Charleston Boulevard, Suite 102, Jonathon Heaton, Pres, Dir, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Supper Club License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of a Change of Location for an Astrology License and a Psychic Arts and Science License, Kerry Fezza, dba Kerry Fezza, From: 7524 Tumbling Street, To: 8412 Haven Brook Court, Kerry Fezza, Owner - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for an Astrology License and a Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of a new Class II Secondhand Dealer License, Colleen & Tom Enterprises, Inc., dba Colleen's Classic Consignment, 1540 South Rainbow Boulevard, Colleen Aiken, 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 a new Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of award of Agreement No. 100107-TF, Construction Management Agreement for North and South Environmental Enhancement Areas at Floyd Lamb Park located at 9200 Tule Springs Road - Department of Public Works - Award recommended to: VTN NEVADA ($3,000,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,000,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The project provides for construction management for the North and South environmental enhancement areas at Floyd Lamb Park to include inspections, paleontological monitoring of construction to preserve fossilized specimens and environmental coordination to ensure protection of burrowing owls and desert tortoises. Funding for this project is provided by the Regional Flood Control District. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Ken Gilbreth - (702) 247-4020

RECOMMENDATION:
That City Council approve award of Agreement No. 100107-TF, Construction Management Agreement for North and South Environmental Enhancement Areas at Floyd Lamb Park to VTN Nevada in the amount of $3,000,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 100107-TF
2. Certificate - Disclosure of Ownership/Principals
3. Agenda Memo

CONSTRUCTION MANAGEMENT AGREEMENT FOR NORTH & SOUTH ENVIRONMENTAL ENHANCEMENT AREAS AT FLOYD LAMB PARK

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **VTN Nevada**, (the "Consultant"), a **Corporation**, whose address is **2727 South Rainbow Boulevard, Las Vegas, Nevada 89146**, and fax number is **(702) 247-4020**.

WITNESSETH:

WHEREAS, the City intends to construct the **North & South Environmental Enhancement Areas at Floyd Lamb Park** (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, 624, 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; and

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers; and

WHEREAS, the City desires to retain the services of a qualified consultant who will be responsible for providing the services requested by the City which may include, without limitation, review of documents (including submittals) prepared by the Contractor, contract administration, change order negotiations and execution, and monitoring and documenting construction progress in connection with the Project;

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 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 the Contractor or any other 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.

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, 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 hourly fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.06 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, **Exhibit "E"** attached hereto, 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 ***Compensation: Overtime.*** The Consultant agrees that all overtime will be reimbursed at 1.5 times the actual wage paid plus applicable tax. Under no circumstances will the City of Las Vegas pay a multiplier on overtime.

7.05 ***Compensation: Subconsultants.*** The Consultant agrees that the markup for subconsultant work shall not exceed five (5) percent.

7.06 ***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.

7.07 ***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.

7.08 ***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 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, Managers and assigns to the other party of this Agreement and to the partners, successors, executors, Managers 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, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 11/13/09
Deputy City Attorney Date

CONSULTANT

By_____
Ken D. Gilbreth, P.E., Principal, VTN Nevada

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

Article I: General

1.1 The construction management services covered by the Agreement between the City of Las Vegas (CITY) , and **VTN Nevada,** (the "Consultant"), involve construction management services for the **North & South Environmental Enhancement Areas at Floyd Lamb Park** (herein the "Project"); The Scope of Services shall include:

- **CONSTRUCTION MANAGEMENT AND INSPECTIONS**
- **ENVIRONMENTAL COORDINATION**
- **QUALITY CONTROL MATERIAL TESTING**
- **PROJECT CLOSEOUT**

1.2 DESCRIPTION OF PROJECT

The work to be performed under this contract is located within the City of Las Vegas Floyd Lamb Park, on Racel Street between Cimarron Road and El Capitan Way, and El Capitan Way between Racel Street and Horse Drive. The project includes construction of two environmental enhancement areas within Floyd Lamb Park, a storm drain within the rights-of-way of Racel Street and El Capitan Way, and widening of El Capitan Way from Racel Street to approximately 375 feet north of Racel Street.

The North Environmental Enhancement Area (NEEA) is located at the northeast corner of Iron Mountain Road near Buffalo Drive, and the Southern Environmental Enhancement Area (SEEA) is located at the northwest corner of Racel Street and Conough Lane. Facilities to be constructed in association with the NEEA and the SEEA.

Article II: Description of Services

2.1 CONSTRUCTION MANAGEMENT AND INSPECTIONS

Consultant will be required to provide full service construction management, inspection and material testing for this project. Consultant will be responsible for providing staff, documentation and all necessary equipment needed to provide the scope of services outlined below, within the hours and fee negotiated for the project.

BASIC REQUIREMENTS

1. Vehicles used on the Project by the Consultant's representatives shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
2. The Consultant shall provide a cellular telephone to facilitate communication with the City and the public.
3. Provide computer and communications systems required to manage the project.
4. The Consultant shall provide a copy of their policy and procedure manual for construction management for review and approval to use on the project.

STAFFING REQUIREMENTS

1. The consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active Contractors license, Professional Civil Engineer license, or Architecture registration in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have, at a minimum, 4 years of post-licensure/registration, progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the project.

   NOTE: Responsible control is defined, at a minimum, as weekly field observation of the Project and supervision of staff's work. The Construction Manager is required to review pertinent project documents to ensure the success of the project.

2. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, one of the following:
   - A four year college degree in Architecture, construction management or engineering discipline; or
   - Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or
   - An equivalent combination of relevant education, training and construction experience totaling 10 years in construction project management under the supervision of a licensed Contractor, Professional Civil Engineer, or Registered Architect.
3. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the contractor(s) work is in compliance with the Project plans and specifications. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project.
4. Document Control – The Consultant shall provide an experienced person to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this agreement. All reports shall be provided in Expedition format (Version 10.1 or higher). Other document control software may be allowed if approved in advance by the Owner.
5. Material Testing – The Consultant will provide or subcontract to an AASTHO certified lab to provide quality control testing and inspection during construction. The Consultant will be responsible for reviewing documentation including test reports to ensure compliance with the contract documents.

The Owner will require a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the Owner may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the Owner. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the Owner.

PRE-CONSTRUCTION

1. The Consultant shall:
   - Perform a review of the Plans and Specifications.
   - Perform a follow-up review of the geotechnical report.
   - Review the Contractor's Dust Permit for Construction Contract compliance.
   - Review the Contractor's Dust Mitigation Plan for Construction Contract compliance
   - Review the Contractor's Storm Water Permit for Construction Contract compliance.
   - Forward any comments to the City Project Representative.

2. The Consultant shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

AGENCY COORDINATION

1. Coordinate with other agencies and City staff on all aspects of the project. Prepare, as required, an initial, non-exclusive list of submittals required on the project. Provide such list to the Contractor and the City as requested.
2. Keep Agencies informed of the City's public information program.
3. Attend preconstruction meetings, progress meetings, job conferences, and other related meetings including public information meetings. Take and distribute minutes of all such meetings.

UTILITY COORDINATION

1. Monitor any utility work required on this project.

PROJECT CONTROL

1. Create and maintain, on the City of Las Vegas' Primavera software (V10.1) accessed via an internet connection, daily reports, submittals, requests for information, field directives, change Orders and any other contract documents.
2. Keep a daily report of the Contractor's working and non-working hours on the project site, weather conditions, date relative to questions of extras or deletions, suppliers and distributors, equipment used and idle, daily quantities, daily activities, and in more detail as in the case of observing test procedures.
3. Track and analyze all project issues disputes and claims .
4. Monitor bid quantities for overruns, notify the City representative if quantities are exceeding the bid amount.
5. Provide videotape and photographic documentation of Project Site, on CD ROM, prior to and during construction, and make special note of any pertinent situation.
6. Maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative
7. Attend, chair and record minutes of all progress meetings.
8. Review and verify monthly and final estimates for payments to the Contractor, and ensure that all invoices reflect actual work completed in accordance with the Contract Documents and furnish to the City any necessary certifications as to payments to construction Contractors and suppliers.
9. Prepare and maintain all documents required to meet regulations. Upon completion of the project, the Consultant will provide the City with all files for their records in accordance with Project Closeout process.

MONITOR CONSTRUCTION SCHEDULE

1. Consultant's construction coordinator will review the construction baseline schedule for conformance to the contract requirements.
2. Construction coordinator will review the updated schedules during the course of construction for slippage's, logic revisions, and other changes. All changes to the schedule will be reported to the City within ten (10) working days. The Consultant will provide a monthly written analysis report of the contractor's baseline and monthly update schedule.
3. Consultant will maintain an "as-built" schedule as work progresses.
4. If necessary, the Consultant will work with the contractor to provide a recovery schedule.

ISSUE MANAGEMENT

1. During the course of construction, Consultant will identify, and notify immediately, any items that have the potential to result in additional project time or cost impact as issues.
2. Consult with and advise the City, as to possible change orders, issue all instruction to the Contractor requested by the City, and prepare such change orders.
3. Report immediately to the City upon the occurrence of any accident on the Project and document information observed.
4. Monitor the Contractor's compliance with the approved NPDES permit and applicable Best Management practices; issue Notices of Non-Compliance and/or notify the applicable enforcement agency, as appropriate.
5. Work with the contractor to resolve issues.
6. Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.

TRAFFIC CONTROL

1. Consultant staff will perform daily traffic zone review for compliance with approval of barricade plans.
2. Maintain copies of approved barricade plans.

REFERENCE MATERIAL

The following reference materials, as applicable, shall be used as standards for inspection work performed under this Agreement:

1. Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
2. Nevada Department of Transportation (NDOT) references (most current editions):
   a. Road Design Division Manual, Parts 1 & 2.
   b. Standard Specifications for Road and Bridget Construction (NDOT Silver book).
   c. Standard Plans for Road and Bridge Construction.
   d. Standard Construction Plan Symbols and Design Layout and Drafting Methods
   e. Bridge Design and Procedures Manual
   f. Nevada Work Zone Traffic Control Handbook
   g. Design and Construction Standards for Wastewater Collection
3. Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
4. Traffic Control Devices Handbook
5. Roadside Design Guide
6. American Society for Testing and Materials (ASTM)
7. A Policy on Geometric Design and Highway and Streets (AASHTO)
8. Clark County Regional Flood Control District's Policies and Procedures.
9. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
10. Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
11. American Concrete Institute (ACI)
12. The Asphalt Institute
13. Portland Cement Association (PCA)

2.2 ENVIRONMENTAL COORDINATION

1. Environmental Subconsultant will provide a worker environmental protection education program to include:
   - Educational Brochure – burrowing owl and desert tortoise protection measures.
   - Worker Education briefings: provided at pre-construction conference and by on site field biological monitor as a 'tailgate" briefing.
2. Environmental Subconsultant to provide biological monitoring of construction site for desert tortoises and burrowing owls. Shall follow recommendations contained in the environmental assessment entitled "Floyd Lamb Park at Tule Springs Environmental Enhancement Areas dated March 2008".
3. Environmental Subconsultant to provide paleontological monitoring of construction. Data recovery and field preparation to preserve fossilized specimens.
4. Environmental Subconsultant to provide written report to US Fish and Wildlife Service on results of biological monitoring, and a written report to Clark County Regional Flood Control District on results of palenotological monitoring.

2.3 QUALITY CONTROL MATERIAL TESTING

The Consultant, or subconsultants, will be required to provide full service material testing and quality control testing during construction. The Consultant, or subconsultant, will be responsible for providing staff and documentation to ensure compliance with the contract documents.

SAMPLING AND TESTING CRITERIA:

FIELD TESTING

The Consultant will be responsible for providing field testing through its sub-consultant for soil, aggregate, concrete, and asphalt, required by the contract documents.
The Consultant will be responsible for reviewing and maintaining all field-testing data and reports for contract compliance

LABORATORY TESTING

The Consultant will be responsible for providing laboratory testing through its sub-consultant for soil, aggregate, concrete, asphalt, and pipe lining required by the contract documents.

The Consultant will be responsible for maintaining all source testing data and reports, including retesting of any and all failed tests.

LABORATORY TEST RESULTS

Soil Tests

a. The Consultant (or sub-consultant) shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.

b. The Consultant shall retrieve samples from the project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the project site.

c. The Consultant shall retrieve samples from the project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the project site.

d. The Consultant shall retrieve samples from the project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within _3_ working days following samples being retrieved from the project site.

e. The Consultant shall retrieve samples from the project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the project site.

f. The Consultant shall retrieve samples from the project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the project site.

g. The Consultant shall retrieve samples from the project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within _3_ working days following samples being retrieved from the project site.

Concrete Tests.

h. The Consultant (or Sub-consultant) shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

i. The Consultant shall prepare a minimum of _4_ test cylinders on the project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within _2_ working days following each cylinder being tested.

Asphaltic Concrete.

j. The Consultant (or sub-consultant) shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

k. The Consultants shall retrieve samples from the project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the project site.

l. The Consultant shall retrieve samples from the project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the project site.

m. The Consultant shall retrieve samples from the project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the project site.

n. The Consultant shall retrieve samples from the project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within _3_ working days following samples being retrieved from the project site.

Testing Requirements: The following requirements for material control is included herein as reference and incorporated into the scope of work. The Consultant (or sub-consultant) shall be responsible for the following testing methodology.

o. **Trench Backfill** – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type

p. **Subgrade Material** – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2

q. **Type II Aggregate Base** – Material sampled shall be tested in accordance with the test method and frequency indicated

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

r. **Portland Cement Concrete** – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

s.

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

t. **Bituminous Pavement** – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Relative Compaction Testing

The following requirements for Relative Compaction Testing are included herein as referenced and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests.

a. **Trench Backfill** – Backfill shall be tested as indicated:
   1. One (1) test per lift per 100 lineal feet of trench or a minimum of two (2) tests per day.
   2. One (1) test per lateral.
   3. A minimum of two (2) mainline tests between structures.

b. **Structure Backfill** – Backfill shall be tested as indicated:
   1. One (1) test per lift per structure or a minimum of one (1) test per day.
   2. A minimum of one (1) test per structure.

c. **Subgrade** – Subgrade shall be tested as indicated:
   One (1) test per 300 to 500 lineal feet per lane (12') width) or a minimum of two (2) tests per street.

d. **Type II Aggregate Base** – Aggregate base shall be tested as indicated:
   One (1) test per 300 to 500 lineal feet per lane (12') width) or a minimum of two (2) tests per street.

e. **Curb and Gutter** – Aggregate base and subgrade shall be tested as indicated:
   One (1) test per 500 lineal feet of curb and gutter or curb or a minimum of two (2) per street.

f. **Crossgutter** – Aggregate base and subgrade shall be tested as indicated:
   Two (2) tests per complete crossgutter.

g. **Sidewalk** – Aggregate base and subgrade shall be tested as indicated:
   One (1) test per 500 lineal feet of sidewalk or a minimum of one (1) per street.

h. **Driveways** – Aggregate base and subgrade shall be tested as indicated:
   1. Residential – one (1) test per complete driveway.
   2. Commercial/Alley – two (2) tests per complete driveway.

i. **Hot plantmix bituminous pavement** – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
   1. A minimum of five (5) locations per day.

2.4 PROJECT CLOSEOUT – REQUIRED FOR ALL PROJECTS

The Consultant will responsible for closing out the project and delivering a complete project record to the City as identified in this agreement.

1. Upon completion of the Project, review the project for conformance with the Contract Documents, present written recommendations to the City, thirty (30) days after completion, as to the acceptance of the project by the City and approve in writing final payments to the Construction Contractor.
2. Evaluate claims by the Contractor or other Subcontractors and make recommendations concerning each to the City.
3. Following the issuance of Notice of Completion, the Consultant will deliver to the City, thirty (30) days after Notice of Completion, a complete project record as described in this agreement.
4. The Consultant will deliver all electronic and Expedition files on computer disk (CD) and hard copy.
5. The Consultant shall submit a final report, thirty (30) days after Notice of Completion, containing all test results, stamped and sealed by a Nevada professional Engineer.
6. Coordinate the delivery of all "As-Built" drawings to the City.
7. The Consultant shall submit the State Engineer Dam Safety Permission to Impound submittal package.
8. Complete contractor evaluation form.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall provide construction management information as requested by the City of Las Vegas. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

1.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. 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.

ARTICLE 2: CONSTRUCTION PHASE – MONTHLY INVOICES

2.1 Together with the Consultant's monthly invoice for services, provide copies of the following documents: Monthly payments to the contractor reviewed and verified by the consultant, pictures of construction activities, narrative of the monthly activities and progress, logic revisions to the project schedule, Project Logs (as a minimum include: Submittal, Request for Information, Change Order and Conflict Tracking) and certified payrolls from the contractor for the period covered by the invoice:

2.1.1 Current Schedule of construction progress in both paper and Microsoft Project, P6 (or approved equal) electronic file format.

ARTICLE 3: CLOSE-OUT PHASE – FINAL PAYMENT

3.1 Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

3.1.1 A final Project summary report.

3.1.2 All original documents (excluding Architectural plans and specifications as dictated by NRS 623) including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

3.1.3 The Construction Inspectors Daily Reports, with original signature.

3.1.4 The Consultant's daily photographs, labeled and dated.

3.1.5 Electronic copy of the Expedition database containing all Project documents generated to date.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 For the services set forth in Exhibit "A" (Scope of Services), the time schedule for performance of the Consultant's work begins with the date of this Agreement. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

ARTICLE 2: LATE AND EARLY COMPLETION

2.1 The Consultant's Total hourly Fee for the services set forth in Exhibit "A" (Scope of Services) is based on a construction term of 21 months for the Contractor to achieve Final Completion of the Project.

2.2 If the construction schedule is reduced or exceeded, the Consultant's compensation shall be adjusted in accordance with Exhibit "E" (Additional Compensation) as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

EXHIBIT "C"

Continued

Duties	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	TOTAL HOURS
Construction Manager	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	336
Construction Coordinator	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	100	80	3520
Inspector	0	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	0	3420
Inspector (Budgetary)	0	0	0	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	0	0	0	2700
Inspector	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	40	40	3400
Document Control	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	3560
																						0
																						0
																						16956.0

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: FEE

1.1 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 $3,000,000. This amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

1.2 BASIC SERVICES PAYMENT BASED ON SALARY MULTIPLIER

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant as follows:

Compensation for the services provided herein will be made on the basis of the employees' base salary cost times a multiplier of (3.00) which covers all labor and project related expenses and profit (subconsultants), plus reimbursement of subconsultant services at invoice cost plus 5 percent markup. Payment shall be made pursuant to monthly invoices submitted in accordance with the agreement.

1.3 BASIC SERVICES COMPENSATION

The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services and Reimbursable Expenses as set forth in Exhibit A shall not exceed $2,532,640 This price assumes a 21 month schedule for services per Exhibit D- . Any services extending beyond 21 months will be covered by additional services as authorized by City.

This project will be managed from Consultants field office at **2727 South Rainbow Boulevard** The Consultants Staff (RE and Inspector) will each be equipped with a vehicle and cell phone, office supplies such as computers, printers, copiers, fax machines, and other "typical" office supplies will be supplied by the corporate office and included as part of the Services set forth in Exhibit "A".

ALLOWANCE FOR ADDITIONAL SERVICES

A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

EXHIBIT "D"

Continued

Duties	Hourly Rate	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	TOTAL COST
Construction Manager	$180.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$80,480.00
Construction Coordinator	$130.00	$13,000.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$13,000.00	$10,400.00	$457,800.00
Inspector	$130.00	$0.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$23,400.00	$0.00	$444,600.00
Inspector (Budgetary)	$115.00	$0.00	$0.00	$0.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$20,700.00	$0.00	$0.00	$0.00	$310,500.00
Inspector	$95.00	$5,800.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$15,300.00	$3,400.00	$3,400.00	$289,000.00
Document Control	$65.00	$5,200.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$11,700.00	$5,200.00	$232,700.00
0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00						$0.00
Total Monthly Direct Cost		$27,880.00	$76,680.00	$76,680.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$76,680.00	$54,380.00	$21,880.00	$1,784,880.00
Additional Services																							
Geotechnical		$ 10,500.00	$21,000.00	$31,500.00	$31,500.00	$36,750.00	$36,750.00	$36,750.00	$36,750.00	$36,750.00	$36,750.00	$36,750.00	$36,750.00	$36,750.00	$27,300.00	$26,250.00	$17,850.00	$10,500.00	$10,500.00	$5,250.00	$2,100.00	$0.00	$525,000.00
Paleontologist		$ -	$20,000.00	$20,000.00	$28,000.00	$22,000.00	$21,000.00	$22,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$155,000.00
Biologist		$ -	$16,000.00	$16,000.00	$11,200.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$67,760.00
Additional Services																						$0.00	$0.00
Total Monthly Cost		$38,380.00	$133,680.00	$144,180.00	$168,880.00	$157,250.00	$156,250.00	$157,250.00	$157,250.00	$135,250.00	$135,250.00	$135,250.00	$135,250.00	$135,250.00	$125,800.00	$124,750.00	$116,350.00	$108,000.00	$107,880.00	$81,930.00	$56,480.00	$21,880.00	$2,532,640.00
																							$2,532,640.00

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

ARTICLE 2: ADDITIONAL SERVICES

2.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

Hourly Labor Rates	
Construction Manager	$180.00
Project Manager	$175.00
Construction Coordinator	$130.00
Construction Inspector 1	$130.00
Construction Inspector 2	$115.00
Construction Inspector 3	$85.00
Document Control	$70.00
Survey Crew	$215.00
Tortoise/Owl Monitoring	$80.00
Paleontological Monitoring	$100.00

Laboratory Rates	
M/D Relationship	$246.00
Sieve Analysis	$142.00
Plastic Limits	$123.00
Percentage Wear	$225.00
R-Value	$338.00
Fractured Faces	$110.00
Sand Equivalent	$155.00
Extraction Gradation	$336.00
Moisture Content	$30.00
Theoretical Max SpG	$114.00
Bulk SpG-Compacted Mix (2)	$228.00
Marshall-Stability and Flow (2)	$630.00
Retained Tensile Strength (3)	N/A
Bulk SpG-Cores (2)	$136.00
Concrete Compressive Strength (4)	$92.00
Concrete Compressive Strength (6)	$138.00
Rip-Rap SpG	$114.00
Rip-Rap Percentage Wear	$218.00

2.2 Additions or reductions in services due to an extension or reduction of time to the construction schedule indicated in **Exhibit "C"** (Performance Schedule) shall be based on the pro-rata share of the Monthly Rate shown herein.

2.3 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 with a 5% mark up on Geotechnical Services invoiced to the Consultant for such services.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE: Jeff Galambas, P.E.

CONSTRUCTION MANAGER'S PROJECT STAFF

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

CONSTRUCTION MANAGER REPRESENTATIVE: Ken Gilbreth, P.E.

OTHER PERSONNEL: Construction Coordinator – Clint Stay
Project Manager – Mike Leeper

RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 CM as Agent): Ken Gilbreth, P.E.

IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER (Mandatory under NRS 338 CM as Agent): Ken Gilbreth, P.E.

CONSTRUCTION MANAGER'S SUBCONSULTANTS

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

Materials Testing:GeoTek
Environmental: NewFields

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; (e) trust – the trustee and beneficiaries.

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name: VTN Nevada

Address: 2727 S Rainbow Blvd
Las Vegas, NV 89146
Telephone: 702-247-4020

EIN or DUNS

Block 2 Description
North and South Environmental Enhancement Areas of Floyd Lamb Park

RFP#

Block 3 Type of Business

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

EXHIBIT G - Continued
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

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

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

EXHIBIT G - Continued

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

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2010

Name

10-12-09
Date

Subscribed and sworn to before me this 12th day of October, 2009

Notary Public

EXHIBIT G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**

Name: VTN Nevada

Address: 2727 S Rainbow Blvd
Las Vegas, NV 89146
Telephone: 702-247-4020

EIN or DUNS

Block 2 **Description**
North and South Environmental Enhancement Areas of Floyd Lamb Park

RFP#

Block 3 **Type of Business**

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

EXHIBIT G - Continued
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

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

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

EXHIBIT G - Continued

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

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2010

Name

10-12-09
Date

Subscribed and sworn to before me this 12th day of October, 2009

Notary Public

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 2, 2009
DEPARTMENT: Public Works/City Engineer
ITEM DESCRIPTION: Construction Management Agreement

The proposed agreement between the City of Las Vegas and VTN Nevada will allow for construction management services during construction of the North and South Environmental Enhancement Areas at Floyd Lamb Park. The preliminary construction cost estimate for this project is approximately $30.5 million, of which one hundred percent will be funded by the Clark County Regional Flood Control District, and thus not impacting the general fund. In July of this year the Regional Flood Control District sold $150 million in bonds in effort to move forward with several drainage projects that were in design; we have been directed to begin construction of these projects as soon as possible. Delaying construction of this project could result in the losing funding to another entity that has projects ready to start construction.

In effort to ensure future work load for our staff, we have delayed construction of several capital improvement projects. This particular project however will require a construction management staff larger than that of which we are capable of providing. It is estimated that we will need one full time construction coordinator, two full time inspectors, one full time document control employee and a part time construction manager to carry the work load for this project. Collectively our construction management section of Public Works which consists of eleven project representatives is currently overseeing approximately thirty construction projects. Therefore, this leaves us with inadequate resources to manage the North and South Environmental Enhancement Areas at Floyd Lamb Park. Improper oversight of projects could lead to projects being built to substandard requirements as well as associated costs and schedule delays to the project.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

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

SUBJECT:
Approval of award of Blanket Services Agreement No. 100085-LD, Design and Construction Management located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($1,000,000 – Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,000,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement will provide the City with the ability to issue individual task orders for design services in support of public works projects and individual task orders for construction management on public works projects awarded by the City at the Water Pollution Control Facility.

PCC: L.E. Davis
POC: Lolene Terry - (702) 938-6000

RECOMMENDATION:
That City Council approve the award of Blanket Services Agreement No. 100085-LD, Design and Construction Management to HDR Engineering in the not-to-exceed amount of $1,000,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Blanket Services Agreement No. 100085-LD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
DESIGN AND CONSTRUCTION MANAGEMENT

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 , and **HDR ENGINEERING, INC.,** (the "Consultant"), a **Corporation** whose address is **7180 Pollock Drive, Suite 200., Las Vegas, NV, 89119**, and fax number is **(702) 938-6060**.

WITNESSETH:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

WHEREAS, with respect to each Project, 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; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. 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 thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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 confirming 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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 to the extent that such modifications are due to the Consultant's failure to meet its standard of care. Otherwise, such modifications will be an additional service hereunder. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) 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 the performance of the Agreement by the Consultant and treat the Event of Default as a claim or dispute subject to the arbitration provisions set forth in Section 10.20 of this Agreement.

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, upon payment of all amounts rightfully due by the City to the Consultant for services performed hereunder, 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. Any reuse or modification by the City or on the City's behalf for purposes other than intended by the Consultant under this Agreement shall be at the City's sole riskand without liability to the Consultant.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, upon payment of all amount rightfully owed by the City to the Consultant under this Agreement, 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 for purposes intended by the Consultant under this Agreement. Any use or modification by the Cuty or on the City's behalf for purposes other than intended by the Consultant under this Agreement shall be at the City's sole risk and without liability to the Consultant. 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. Any use or modification by the Cuty or on the City's behalf for purposes other than intended by the Consultant under this Agreement shall be at the City's sole risk and without liability to the Consultant.

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 able to legally provide insurance in 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 to the extent caused by 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 may 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, except due to causes out of Consultant's reasonable control, 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, and has not come into the public domain, 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, unless such is required by law or court order. 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, prior to executing each Project Task Order, 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, (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, or (iv) sent via reputable overnight courier.

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. In the event of such failure, 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, MMC Date
City Clerk

HDR ENGINERING, INC.

By_____
Lolene Terry, HDR Engineering

APPROVED AS TO FORM

John S. Ridilla 11/12/09
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

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 " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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.

Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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
Principal Engineer	$235	Per Hour
Project Manager	$230	Per Hour
Senior Engineer	$190	Per Hour
Staff Engineer	$115	Per Hour
Sr. Designer/CADD Technician	$132	Per Hour
Designer/CADD Technician	$89	Per Hour
Specification Writer	$98	Per Hour
Controller	$94	Per Hour
Clerical	$72	Per Hour

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement: **John Bettencourt, PE, MBA**

CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

CONSULTANT'S PROJECT STAFF

Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

CONSULTANT REPRESENTATIVE: **B. Dennis Hugh, PE**

ENGINEER OF RECORD: B. Dennis Hugh, P.E. or as designated in each executed Task Order

PROJECT MANAGER: B. Dennis Hugh, P.E., or as designated in each executed Task Order

TECHNICIAN/CADD: As designated in each executed Task Order

CLERICAL: Karen Smith, or as designated in each executed Task Order

CONSULTANT'S SUBCONSULTANTS

Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

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	HDR Engineering, Inc.
Address	7180 Pollock Drive, Suite 200 Las Vegas, Nevada, 89119-9005
Telephone	(702) 938-6000
EIN or DUNS	47-0680568

Block 2	**Description**
Engineering Services: RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	HDR, Inc. (100%)	8404 Indian Hills Drive Omaha, NE 68114-4098	(402) 399-1000
2.	See attached list of Directors and Officers		
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: 11

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: HDR Engineering, Inc. Directors and Officers

Date of Attached Document: November 2, 2009 Number of Pages: 13

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

Lolene J. Terry

11/2/09
Date

Subscribed and sworn to before me this 2nd day of November, 2009.

Janice D. Schneider
Notary Public

Notary Public - State of Nevada
County of Clark
JANICE D. SCHNEIDER
My Appointment Expires
No: 06-107539-1 July 25, 2010

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business: Professional Services, Engineering

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

Business Name: (include d.b.a., if applicable)

HDR Engineering, Inc.

Business Address: 7180 Pollock Drive
Suite 200
Las Vegas, NV 89119-9005

Business Telephone: (702) 938-6000

Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title
See attached	

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity

Lolere J. Terry
Print Name

11/2/09
Date

HDR Engineering, Inc.

Directors

Name	Title
Richard R Bell	Director
Gary L Bleeker	Director
James K Haney	Director
George A Little	Director

Officers

Name	Title
Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Henry H Benjes	Executive Vice President
Gary L Bleeker	Executive Vice President
Timothy J Connolly	Executive Vice President
Terence C Cox	Executive Vice President
William M Dowd	Executive Vice President
James K Haney	Executive Vice President
Dennis C Hirschbrunner	Executive Vice President
Eric L Keen	Executive Vice President
Elwin M Larson	Executive Vice President
William H Raleigh	Executive Vice President
Richard J Vensas	Executive Vice President
William H Wadsworth	Executive Vice President
Kenneth E Aducci	Senior Vice President
David J Anderson	Senior Vice President
James B Andrews	Senior Vice President
David S Backer	Senior Vice President
Leroy E Baker	Senior Vice President
Ralph A Batenhorst	Senior Vice President
Stephen R Beard	Senior Vice President
Robert J Beduhn	Senior Vice President
Khalid Bekka	Senior Vice President
William E Bennett	Senior Vice President
Jeffrey S Berk	Senior Vice President
Michelle F Bissonnette	Senior Vice President
Paul A Bowdoin	Senior Vice President
Lucille H Bowen	Senior Vice President
William W Brinker	Senior Vice President
Richard L Brooks	Senior Vice President
James R Brown	Senior Vice President
Dennis W Bruce	Senior Vice President
Ricardo N Calvo	Senior Vice President
Jay A Campbell	Senior Vice President
James A Cathcart	Senior Vice President
Kenneth L Choffel	Senior Vice President
Stanley A Christopher	Senior Vice President

Officers

Robert F Clair	Senior Vice President
David L Clark	Senior Vice President
Christopher E Claunch	Senior Vice President
James R Connell	Senior Vice President
Paul E Cooke	Senior Vice President
C Edwin Copeland	Senior Vice President
Daniel D Costello	Senior Vice President
Timothy R Crockett	Senior Vice President
Jeff L Curren	Senior Vice President
Donald R Curtis	Senior Vice President
Mark R Dalton	Senior Vice President
William H Damon	Senior Vice President
Kevin Delange	Senior Vice President
John J Devine	Senior Vice President
Michael D Dingwell	Senior Vice President
Thomas A Donnelly	Senior Vice President
Glenn H Dostal	Senior Vice President
Marcia H Earle	Senior Vice President
Robert H Ellis	Senior Vice President
Glen E Ellmers	Senior Vice President
William F Ettlich	Senior Vice President
Brent R Felker	Senior Vice President
Timothy R Fleming	Senior Vice President
Debra L Frye	Senior Vice President
Ralph W Gilbert	Senior Vice President
Susan K Gilbert	Senior Vice President
Neil A Graff	Senior Vice President
Herbert W Grubb	Senior Vice President
William B Hagood	Senior Vice President
Charles A Hales	Senior Vice President
David G Hammond	Senior Vice President
Jeffrey Han	Senior Vice President
Daniel A Harkins	Senior Vice President
Kenneth A Hartmann	Senior Vice President
Matthew J Harvey	Senior Vice President
Duane A Hippe	Senior Vice President
Mark D Hunsicker	Senior Vice President
Marilyn D Jackson	Senior Vice President
Craig W Jardine	Senior Vice President
W Roger Johnson	Senior Vice President
Martin J Joyce	Senior Vice President
Kelly J Kaatz	Senior Vice President
Steven A Keyes	Senior Vice President
Thomas T Kim	Senior Vice President
Gregory J Kirmeyer	Senior Vice President
David C Kramer	Senior Vice President
Lawrence A Kyle	Senior Vice President
David F LeCureux	Senior Vice President

Officers

James W Lee	Senior Vice President
Craig R Lenning	Senior Vice President
David L Lewis	Senior Vice President
Harold E Lewis	Senior Vice President
Larry D Low	Senior Vice President
John T Lucey	Senior Vice President
Neil J Lucey	Senior Vice President
Edwin C Luttrell	Senior Vice President
James M Lynch	Senior Vice President
William S M'Coy	Senior Vice President
Jeff B Massengill	Senior Vice President
Jan P Mazgaj	Senior Vice President
Peter M McGroddy	Senior Vice President
Kent L McWaters	Senior Vice President
Richard R Miller	Senior Vice President
Roger W Moody	Senior Vice President
James A Moore	Senior Vice President
John H Morton	Senior Vice President
Lewis K Mosteller	Senior Vice President
Werner G Mueller	Senior Vice President
Dale T Muellerleile	Senior Vice President
Joseph D Murdoch	Senior Vice President
Johannes B Neethling	Senior Vice President
R Daniel Olson	Senior Vice President
David A Peters	Senior Vice President
Melford J Placilla	Senior Vice President
Charles C Plummer	Senior Vice President
Edward H Power	Senior Vice President
Joseph F Puzio	Senior Vice President
Dorothy G Raposa	Senior Vice President
David J Reardon	Senior Vice President
Edward E Reese	Senior Vice President
Robert J Rella	Senior Vice President
Laurie L Roden	Senior Vice President
John W Rushing	Senior Vice President
Thomas M Sanders	Senior Vice President
Charles R Scroggin	Senior Vice President
James A Shiner	Senior Vice President
Darryl J Shoemaker	Senior Vice President
Judith A Shulman	Senior Vice President
Charles T Sinclair	Senior Vice President
Michael J Skelly	Senior Vice President
Kenneth A Smith	Senior Vice President
Thomas P Smithberger	Senior Vice President
Kirk A Stull	Senior Vice President
John B Tarantino	Senior Vice President
John C Tarbell	Senior Vice President
David M Taylor	Senior Vice President

Officers

Edward M Tenny	Senior Vice President
Matthew B Tondl	Senior Vice President
Pasquale A Tulino	Senior Vice President
Robert D Turton	Senior Vice President
Mary K Wees	Senior Vice President
Bruce R Willey	Senior Vice President
John F Williams	Senior Vice President
Robert B Williams	Senior Vice President
Mark L Wollschlager	Senior Vice President
Kenneth J Wright	Senior Vice President
John M Yadlosky	Senior Vice President
Robert J Yechout	Senior Vice President
Russell L Zapalac	Senior Vice President
Carmen B Abad-Fitts	Vice President
Ruth C Abbe	Vice President
Roy K Abe	Vice President
Bassam C Abi-Samra	Vice President
William K Ahlert	Vice President
Paul M Alsina	Vice President
Robert L Anderson	Vice President
Alfredo F Arce	Vice President
Thomas W Atkins	Vice President
James A Bagwell	Vice President
Eugene N Balter	Vice President
Subrata Bandyopadhyay	Vice President
Norman J Barker	Vice President
Samuel R Barnes	Vice President
Elena R Barnett	Vice President
William E Barnhart	Vice President
Michael J Barton	Vice President
Adel A Bassyouni	Vice President
Vicki J Beaubien	Vice President
Robert R Becker	Vice President
Timothy R Bennett	Vice President
Steven R Bergman	Vice President
Todd B Bethard	Vice President
Douglas K Biglen	Vice President
Daniel W Billman	Vice President
Brian D Bird	Vice President
Edward C Bishop	Vice President
Douglas J Bisson	Vice President
Bryan Black	Vice President
Claude T Bland	Vice President
Bill Blaylock	Vice President
Robert M Boling	Vice President
James W Booty	Vice President
Mark D Borenstein	Vice President
Paul R Bott	Vice President

Officers

Charles J Brackett	Vice President
Greg G Bradshaw	Vice President
Peter J Brakenhoff	Vice President
Paul M Bratovich	Vice President
Kenneth F Briggs III	Vice President
Robert D Brittain	Vice President
Jerome W Brown	Vice President
Matthew A Bunner	Vice President
David W Buras	Vice President
William D Burgel	Vice President
Brent A Cain	Vice President
Thomas H Caldwell	Vice President
Garson C Carothers	Vice President
Steven M Carroll	Vice President
Donald J Castro	Vice President
Yu-Jung Chang	Vice President
John M Chapman	Vice President
Jay L Chiglo	Vice President
Gregory S Chiodo	Vice President
Virginia Cisneros	Vice President
Matt J Clark	Vice President
Craig A Close	Vice President
Samuel D Cobb	Vice President
Lincoln D Cochran	Vice President
Alan S Cohen	Vice President
Richard R Coles	Vice President
Kevin R Collins	Vice President
Arthur B Colwell	Vice President
Michael J Condran	Vice President
Robert E Cone	Vice President
David L Connelly	Vice President
Donald F Connors	Vice President
David R Conover	Vice President
Michael J Conzett	Vice President
William R Cowdrey	Vice President
John L Craig	Vice President
Hubert L Cronister	Vice President
Miles L Cross	Vice President
Carl E Crull	Vice President
Phillip S Curry	Vice President
Peter C Dadamo	Vice President
Jeffrey S Dailey	Vice President
Amy S Dammarell	Vice President
Peter J Davis	Vice President
Nicholas H Davoren	Vice President
David M Dechant	Vice President
Betty J Dehoney	Vice President
Edward J Delaforest	Vice President

Officers

John M Dempsey	Vice President
Michael G Dodson	Vice President
Karen M Doherty	Vice President
Brian P Dolan	Vice President
Edward E Donahue	Vice President
Timothy K Dougherty	Vice President
Jeffrey S Douglas	Vice President
Mike L Downing	Vice President
Richard M Duarte	Vice President
David D Dunn	Vice President
Victor J Duran	Vice President
John H Duschang	Vice President
Benedict R Edelen	Vice President
Ruedy P Edgington	Vice President
Allison M Edwards	Vice President
Douglas T Edwards	Vice President
Katherine W Eldridge	Vice President
George T Eliason	Vice President
John J Engel	Vice President
Patrick J Engelbert	Vice President
Thomas L Englert	Vice President
Christine E English	Vice President
Marc W Eshelman	Vice President
John R Evans II	Vice President
Jason R Fanselau	Vice President
Gordon W Fassett	Vice President
Matthew W Ferguson	Vice President
Kenneth P Ferjancic	Vice President
Stephen J Ferrell	Vice President
Kenneth C Fonnesbeck	Vice President
Mark E Forest	Vice President
John S Foster	Vice President
Garey W Foyt	Vice President
Lee E Frederiksen	Vice President
Larry W Frevert	Vice President
Ruth M Fritsch	Vice President
Karl J Fryklind	Vice President
Lester H Fukuda	Vice President
Robert Gary Fuller	Vice President
Thomas M Galeziewski	Vice President
Robert C Gallup	Vice President
Duane P Gapinski	Vice President
Guillermo E Garcia	Vice President
James W Garvin	Vice President
Darlene K Gee	Vice President
Gregory H Gesell	Vice President
James B Gibson	Vice President
James R Glaser	Vice President

Officers

Jeffrey B Glover	Vice President
Roger S Goehri	Vice President
Oscar J Gonzalez	Vice President
Thomas E Gould	Vice President
Daniel J Graber	Vice President
David R Grady	Vice President
Karen A Graham	Vice President
Michael G Greenberg	Vice President
Dennis E Grennan	Vice President
Bruce A Grenoble	Vice President
William Gross	Vice President
Nancy A Gruwell	Vice President
Peter W Guletsky	Vice President
Adrian A Gunderson	Vice President
Carlton L Haack	Vice President
Craig E Habben	Vice President
Edith M Hadler	Vice President
Mark J Hammer	Vice President
Christopher M Haney	Vice President
Steven C Hankins	Vice President
Daniel J Harmon	Vice President
Michael C Harrison	Vice President
Gerald J Hauske	Vice President
Douglas C Hearn	Vice President
Philip C Heckler	Vice President
Julie A Hellmann	Vice President
Melissa J Hennessy	Vice President
Edward J Herald	Vice President
Lewis R Herrington	Vice President
Laurie W Herson	Vice President
John F Hesterman	Vice President
Jaime F Higgins	Vice President
Steven R Hill	Vice President
Francis T Hino	Vice President
Wallace Hise	Vice President
Steven H Hoff	Vice President
Donald R Holcomb	Vice President
Charles J Hookham	Vice President
Richard T Horton	Vice President
James D Howells	Vice President
Bruce J Howie	Vice President
Wendy J Hoyt	Vice President
Adrian J Huckabee	Vice President
Todd M Hudak	Vice President
Roger T Hunt	Vice President
John B Hyre	Vice President
Rashed T Islam	Vice President
Joseph A Izzo	Vice President

Officers

Vincent J Izzo	Vice President
Brent W Jensen	Vice President
Bradford L Johnson	Vice President
David C Johnson	Vice President
Michael T Johnson	Vice President
Michael W Johnson	Vice President
Thomas L Johnson	Vice President
Douglas B Jones	Vice President
Edward C Junod	Vice President
Michael P Kalis	Vice President
David W Kasper	Vice President
Robert E Kellner	Vice President
Gregory A Kempf	Vice President
Kevin A Kennedy	Vice President
Hussein H Khalil	Vice President
Anwar A Khan	Vice President
Madhusudhan R Kilambi	Vice President
Robert D King	Vice President
David J Kinnear	Vice President
Ronald H Kinoshita	Vice President
John E Koch	Vice President
Daryl A Kottwitz	Vice President
Leslie F Kramer	Vice President
Barry S Kravitz	Vice President
Louis E Krug	Vice President
Christopher La Tuso	Vice President
John Lam	Vice President
Jay R Larson	Vice President
John R Larson	Vice President
Susanna M Laszlo	Vice President
Andre E Lauzier	Vice President
John C Lazzara	Vice President
Robert E Leahey	Vice President
Carlo F Lebron	Vice President
Michelle P Leonard	Vice President
Brian J Leshko	Vice President
Joe C Lewis	Vice President
Edward J Liebsch	Vice President
Kuang Y Lim	Vice President
Wayne P Lindsay	Vice President
George W Link	Vice President
Ricky L Llewellyn	Vice President
Joseph LoBuono	Vice President
Michael V Loo	Vice President
Juan C Lopez-Paniagua	Vice President
Kenneth J Lowrey	Vice President
Chad A Luedtke	Vice President
Hassan A Mahan	Vice President

Officers

Don P Manthe	Vice President
Joyce M Mariani	Vice President
Robert B Martin	Vice President
Phillip J Mason	Vice President
John M Maxwell	Vice President
Kevin P Mc Carty	Vice President
Donald L McCammon	Vice President
Craig S McColloch	Vice President
Richard W McCollum	Vice President
James McConnell	Vice President
Michael J McGlashan	Vice President
Michael J McGowan	Vice President
Amanda B McInnis	Vice President
John M McInturff	Vice President
Mark McLaren	Vice President
Thomas C McLaughlin	Vice President
John L McPherson	Vice President
David A Meier	Vice President
Aaron M Meilleur	Vice President
Barry J Meyer	Vice President
Kelly R Meyer	Vice President
Ramon F Miguez	Vice President
Daniel C Miller	Vice President
Daniel W Mitas	Vice President
Prabhat K Mohanty	Vice President
Kerry A Moore	Vice President
Teri J Morgan	Vice President
Thomas A Morreale	Vice President
Louis P Morris	Vice President
James P Morrison	Vice President
Michael E Murphy	Vice President
Michael M Murphy	Vice President
Michael R Murray	Vice President
Roger W Nagel	Vice President
Robert R Neff	Vice President
Jason E Neil	Vice President
Richard M Niedergeses	Vice President
C Michael Ofenstein	Vice President
Ronald G Ohlsen	Vice President
Jeffrey S Olsen	Vice President
Craig A Olson	Vice President
Craig R Olson	Vice President
J David Olson	Vice President
Randall C Osburn	Vice President
Don B Owings	Vice President
Vivian L Pappel	Vice President
Danny C Park	Vice President
Dan L Pecha	Vice President

Officers

James P Pembroke	Vice President
James C Peterson	Vice President
Albert C Petrasek	Vice President
Paula C Pienton	Vice President
Samuel M Planck	Vice President
John R Plattsmier	Vice President
Neil A Porto	Vice President
Bruce N Poteet	Vice President
Ronald F Poulsen	Vice President
Robert L Preston	Vice President
Kristina M Price	Vice President
Michael A Principe	Vice President
Marlus K Prior	Vice President
James F Prossick	Vice President
Michael P Quinn	Vice President
Thomas A Quinn	Vice President
Timothy J Raibley	Vice President
Danny L Rakestraw	Vice President
John A Ranon	Vice President
Alison L Ratliff	Vice President
Joseph C Readling	Vice President
Lisa M Reece	Vice President
Gareth T Rees	Vice President
Steve H Reiber	Vice President
Kurt W Reichelt	Vice President
Peter E Reilly	Vice President
Ray E Reissener	Vice President
Robert C Riede	Vice President
Charles R Robinson	Vice President
Kirk C Rodgers	Vice President
Barry O Rolle	Vice President
Lawrence S Romaine	Vice President
David L Roohk	Vice President
Heidi R W Ross	Vice President
Philip E Rossbach	Vice President
Alan D Roth	Vice President
John D Rudloff	Vice President
Scott A Rustand	Vice President
Daniel W Ruth	Vice President
Matthew D Ryan	Vice President
Claude T Sakr	Vice President
Thomas R Schaffer	Vice President
James K Schroeder	Vice President
Suzanna B Schroeder	Vice President
Dennis W Schulze	Vice President
Bahram Seifipour	Vice President
Matthew J Selinger	Vice President
Kristine K Shaner	Vice President

Officers

William H Sharp	Vice President
James M Sheahan	Vice President
Steven L Shelton	Vice President
John E Sherk	Vice President
Wayne G Short	Vice President
Michael J Shostak	Vice President
Michael D Siedschlag	Vice President
William B Sigler	Vice President
Mark J Sikora	Vice President
David R Skinner	Vice President
Kenneth L Smith	Vice President
Warren N Smith	Vice President
Kevin P Snyder	Vice President
Marc K Soronson	Vice President
Ronald J Sova	Vice President
Stephen D Spain	Vice President
Kandi K Srb-Vampola	Vice President
Kenneth F Standig	Vice President
John P Steinert	Vice President
Jerry L Stevens	Vice President
Michael V Stimac	Vice President
Bradford M Stone	Vice President
Gregory J Stonehouse	Vice President
Richard G Stratton	Vice President
Guillermo Jose Suero	Vice President
Brian A Swindell	Vice President
Peter C Talbot	Vice President
Jon M Tanner	Vice President
Kendal R Tanner	Vice President
Chester A Teaford	Vice President
Lolene J Terry	Vice President
James A Thomas	Vice President
Kathryn W Thompson	Vice President
George E Tillett	Vice President
Brent A Tippey	Vice President
David J Traeger	Vice President
Paul M Tremel	Vice President
Lisa M Tuck	Vice President
Michael F Tugman	Vice President
Theunis A van der Veen	Vice President
Dempsey M Vass	Vice President
Samuel K Vaugh	Vice President
Perincherry Vijayakumar	Vice President
John A Villager	Vice President
David J Vozzolo	Vice President
George M Waldow	Vice President
Harry B Walker	Vice President
Roni Werman	Vice President

Officers

Lisa M Wheatly	Vice President
Stephanie L White	Vice President
E Duwain Whitis	Vice President
Gary A Wilken	Vice President
Bradley C Williams	Vice President
George Eric Williams	Vice President
Stanley T Williams	Vice President
Stephen C Wilson	Vice President
John E Wimberly	Vice President
Raymond A Wingert	Vice President
Paul T Witt	Vice President
Brett D Wolfe	Vice President
George M Woolwine	Vice President
Carol Corse Worsham	Vice President
Thomas G Wos	Vice President
William F Zimmerman	Vice President
Lloyd B Zola	Vice President
Louis J Pachman	Secretary
Bonnie J Kudron	Assistant Secretary
Chad M Hartnett	Treasurer
Alan G Oleson	Assistant Treasurer

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____

Consultant City

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	**Contracting Entity**
Name	HDR Engineering, Inc.
Address	7180 Pollock Drive, Suite 200 Las Vegas, Nevada, 89119-9005
Telephone	(702) 938-6000
EIN or DUNS	47-0680568

Block 2	**Description**
Engineering Services: RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	HDR, Inc. (100%)	8404 Indian Hills Drive Omaha, NE 68114-4098	(402) 399-1000
2.	See attached list of Directors and Officers		
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: 11

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: HDR Engineering, Inc. Directors and Officers

Date of Attached Document: November 2, 2009 Number of Pages: 13

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Lolene J. Terry

11/2/09
Date

Subscribed and sworn to before me this 2nd day of November, 2009.

Janice D. Schneider
Notary Public

Notary Public - State of Nevada
County of Clark
JANICE D. SCHNEIDER
My Appointment Expires
July 25, 2010
No: 06-107539-1

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business: **Professional Services, Engineering**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other

Business Name: (include d.b.a., if applicable)

HDR Engineering, Inc.

Business Address: 7180 Pollock Drive
Suite 200
Las Vegas, NV 89119-9005

Business Telephone: (702) 938-6000

Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title
See attached	

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity

Lolere J. Terry
Print Name

11/2/09
Date

HDR Engineering, Inc.

Directors

Name	Title
Richard R Bell	Director
Gary L Bleeker	Director
James K Haney	Director
George A Little	Director

Officers

Name	Title
Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Henry H Benjes	Executive Vice President
Gary L Bleeker	Executive Vice President
Timothy J Connolly	Executive Vice President
Terence C Cox	Executive Vice President
William M Dowd	Executive Vice President
James K Haney	Executive Vice President
Dennis C Hirschbrunner	Executive Vice President
Eric L Keen	Executive Vice President
Elwin M Larson	Executive Vice President
William H Raleigh	Executive Vice President
Richard J Vensas	Executive Vice President
William H Wadsworth	Executive Vice President
Kenneth E Aducci	Senior Vice President
David J Anderson	Senior Vice President
James B Andrews	Senior Vice President
David S Backer	Senior Vice President
Leroy E Baker	Senior Vice President
Ralph A Batenhorst	Senior Vice President
Stephen R Beard	Senior Vice President
Robert J Beduhn	Senior Vice President
Khalid Bekka	Senior Vice President
William E Bennett	Senior Vice President
Jeffrey S Berk	Senior Vice President
Michelle F Bissonnette	Senior Vice President
Paul A Bowdoin	Senior Vice President
Lucille H Bowen	Senior Vice President
William W Brinker	Senior Vice President
Richard L Brooks	Senior Vice President
James R Brown	Senior Vice President
Dennis W Bruce	Senior Vice President
Ricardo N Calvo	Senior Vice President
Jay A Campbell	Senior Vice President
James A Cathcart	Senior Vice President
Kenneth L Choffel	Senior Vice President
Stanley A Christopher	Senior Vice President

Officers

Robert F Clair	Senior Vice President
David L Clark	Senior Vice President
Christopher E Claunch	Senior Vice President
James R Connell	Senior Vice President
Paul E Cooke	Senior Vice President
C Edwin Copeland	Senior Vice President
Daniel D Costello	Senior Vice President
Timothy R Crockett	Senior Vice President
Jeff L Curren	Senior Vice President
Donald R Curtis	Senior Vice President
Mark R Dalton	Senior Vice President
William H Damon	Senior Vice President
Kevin Delange	Senior Vice President
John J Devine	Senior Vice President
Michael D Dingwell	Senior Vice President
Thomas A Donnelly	Senior Vice President
Glenn H Dostal	Senior Vice President
Marcia H Earle	Senior Vice President
Robert H Ellis	Senior Vice President
Glen E Ellmers	Senior Vice President
William F Ettlich	Senior Vice President
Brent R Felker	Senior Vice President
Timothy R Fleming	Senior Vice President
Debra L Frye	Senior Vice President
Ralph W Gilbert	Senior Vice President
Susan K Gilbert	Senior Vice President
Neil A Graff	Senior Vice President
Herbert W Grubb	Senior Vice President
William B Hagood	Senior Vice President
Charles A Hales	Senior Vice President
David G Hammond	Senior Vice President
Jeffrey Han	Senior Vice President
Daniel A Harkins	Senior Vice President
Kenneth A Hartmann	Senior Vice President
Matthew J Harvey	Senior Vice President
Duane A Hippe	Senior Vice President
Mark D Hunsicker	Senior Vice President
Marilyn D Jackson	Senior Vice President
Craig W Jardine	Senior Vice President
W Roger Johnson	Senior Vice President
Martin J Joyce	Senior Vice President
Kelly J Kaatz	Senior Vice President
Steven A Keyes	Senior Vice President
Thomas T Kim	Senior Vice President
Gregory J Kirmeyer	Senior Vice President
David C Kramer	Senior Vice President
Lawrence A Kyle	Senior Vice President
David F LeCureux	Senior Vice President

Officers

James W Lee	Senior Vice President
Craig R Lenning	Senior Vice President
David L Lewis	Senior Vice President
Harold E Lewis	Senior Vice President
Larry D Low	Senior Vice President
John T Lucey	Senior Vice President
Neil J Lucey	Senior Vice President
Edwin C Luttrell	Senior Vice President
James M Lynch	Senior Vice President
William S M'Coy	Senior Vice President
Jeff B Massengill	Senior Vice President
Jan P Mazgaj	Senior Vice President
Peter M McGroddy	Senior Vice President
Kent L McWaters	Senior Vice President
Richard R Miller	Senior Vice President
Roger W Moody	Senior Vice President
James A Moore	Senior Vice President
John H Morton	Senior Vice President
Lewis K Mosteller	Senior Vice President
Werner G Mueller	Senior Vice President
Dale T Muellerleile	Senior Vice President
Joseph D Murdoch	Senior Vice President
Johannes B Neethling	Senior Vice President
R Daniel Olson	Senior Vice President
David A Peters	Senior Vice President
Melford J Placilla	Senior Vice President
Charles C Plummer	Senior Vice President
Edward H Power	Senior Vice President
Joseph F Puzio	Senior Vice President
Dorothy G Raposa	Senior Vice President
David J Reardon	Senior Vice President
Edward E Reese	Senior Vice President
Robert J Rella	Senior Vice President
Laurie L Roden	Senior Vice President
John W Rushing	Senior Vice President
Thomas M Sanders	Senior Vice President
Charles R Scroggin	Senior Vice President
James A Shiner	Senior Vice President
Darryl J Shoemaker	Senior Vice President
Judith A Shulman	Senior Vice President
Charles T Sinclair	Senior Vice President
Michael J Skelly	Senior Vice President
Kenneth A Smith	Senior Vice President
Thomas P Smithberger	Senior Vice President
Kirk A Stull	Senior Vice President
John B Tarantino	Senior Vice President
John C Tarbell	Senior Vice President
David M Taylor	Senior Vice President

Officers

Edward M Tenny	Senior Vice President
Matthew B Tondl	Senior Vice President
Pasquale A Tulino	Senior Vice President
Robert D Turton	Senior Vice President
Mary K Wees	Senior Vice President
Bruce R Willey	Senior Vice President
John F Williams	Senior Vice President
Robert B Williams	Senior Vice President
Mark L Wollschlager	Senior Vice President
Kenneth J Wright	Senior Vice President
John M Yadlosky	Senior Vice President
Robert J Yechout	Senior Vice President
Russell L Zapalac	Senior Vice President
Carmen B Abad-Fitts	Vice President
Ruth C Abbe	Vice President
Roy K Abe	Vice President
Bassam C Abi-Samra	Vice President
William K Ahlert	Vice President
Paul M Alsina	Vice President
Robert L Anderson	Vice President
Alfredo F Arce	Vice President
Thomas W Atkins	Vice President
James A Bagwell	Vice President
Eugene N Balter	Vice President
Subrata Bandyopadhyay	Vice President
Norman J Barker	Vice President
Samuel R Barnes	Vice President
Elena R Barnett	Vice President
William E Barnhart	Vice President
Michael J Barton	Vice President
Adel A Bassyouni	Vice President
Vicki J Beaubien	Vice President
Robert R Becker	Vice President
Timothy R Bennett	Vice President
Steven R Bergman	Vice President
Todd B Bethard	Vice President
Douglas K Biglen	Vice President
Daniel W Billman	Vice President
Brian D Bird	Vice President
Edward C Bishop	Vice President
Douglas J Bisson	Vice President
Bryan Black	Vice President
Claude T Bland	Vice President
Bill Blaylock	Vice President
Robert M Boling	Vice President
James W Booty	Vice President
Mark D Borenstein	Vice President
Paul R Bott	Vice President

Officers

Charles J Brackett	Vice President
Greg G Bradshaw	Vice President
Peter J Brakenhoff	Vice President
Paul M Bratovich	Vice President
Kenneth F Briggs III	Vice President
Robert D Brittain	Vice President
Jerome W Brown	Vice President
Matthew A Bunner	Vice President
David W Buras	Vice President
William D Burgel	Vice President
Brent A Cain	Vice President
Thomas H Caldwell	Vice President
Garson C Carothers	Vice President
Steven M Carroll	Vice President
Donald J Castro	Vice President
Yu-Jung Chang	Vice President
John M Chapman	Vice President
Jay L Chiglo	Vice President
Gregory S Chiodo	Vice President
Virginia Cisneros	Vice President
Matt J Clark	Vice President
Craig A Close	Vice President
Samuel D Cobb	Vice President
Lincoln D Cochran	Vice President
Alan S Cohen	Vice President
Richard R Coles	Vice President
Kevin R Collins	Vice President
Arthur B Colwell	Vice President
Michael J Condran	Vice President
Robert E Cone	Vice President
David L Connelly	Vice President
Donald F Connors	Vice President
David R Conover	Vice President
Michael J Conzett	Vice President
William R Cowdrey	Vice President
John L Craig	Vice President
Hubert L Cronister	Vice President
Miles L Cross	Vice President
Carl E Crull	Vice President
Phillip S Curry	Vice President
Peter C Dadamo	Vice President
Jeffrey S Dailey	Vice President
Amy S Dammarell	Vice President
Peter J Davis	Vice President
Nicholas H Davoren	Vice President
David M Dechant	Vice President
Betty J Dehoney	Vice President
Edward J Delaforest	Vice President

Officers

John M Dempsey	Vice President
Michael G Dodson	Vice President
Karen M Doherty	Vice President
Brian P Dolan	Vice President
Edward E Donahue	Vice President
Timothy K Dougherty	Vice President
Jeffrey S Douglas	Vice President
Mike L Downing	Vice President
Richard M Duarte	Vice President
David D Dunn	Vice President
Victor J Duran	Vice President
John H Duschang	Vice President
Benedict R Edelen	Vice President
Ruedy P Edgington	Vice President
Allison M Edwards	Vice President
Douglas T Edwards	Vice President
Katherine W Eldridge	Vice President
George T Eliason	Vice President
John J Engel	Vice President
Patrick J Engelbert	Vice President
Thomas L Englert	Vice President
Christine E English	Vice President
Marc W Eshelman	Vice President
John R Evans II	Vice President
Jason R Fanselau	Vice President
Gordon W Fassett	Vice President
Matthew W Ferguson	Vice President
Kenneth P Ferjancic	Vice President
Stephen J Ferrell	Vice President
Kenneth C Fonnesbeck	Vice President
Mark E Forest	Vice President
John S Foster	Vice President
Garey W Foyt	Vice President
Lee E Frederiksen	Vice President
Larry W Frevert	Vice President
Ruth M Fritsch	Vice President
Karl J Fryklind	Vice President
Lester H Fukuda	Vice President
Robert Gary Fuller	Vice President
Thomas M Galeziewski	Vice President
Robert C Gallup	Vice President
Duane P Gapinski	Vice President
Guillermo E Garcia	Vice President
James W Garvin	Vice President
Darlene K Gee	Vice President
Gregory H Gesell	Vice President
James B Gibson	Vice President
James R Glaser	Vice President

Officers

Jeffrey B Glover	Vice President
Roger S Goehri	Vice President
Oscar J Gonzalez	Vice President
Thomas E Gould	Vice President
Daniel J Graber	Vice President
David R Grady	Vice President
Karen A Graham	Vice President
Michael G Greenberg	Vice President
Dennis E Grennan	Vice President
Bruce A Grenoble	Vice President
William Gross	Vice President
Nancy A Gruwell	Vice President
Peter W Guletsky	Vice President
Adrian A Gunderson	Vice President
Carlton L Haack	Vice President
Craig E Habben	Vice President
Edith M Hadler	Vice President
Mark J Hammer	Vice President
Christopher M Haney	Vice President
Steven C Hankins	Vice President
Daniel J Harmon	Vice President
Michael C Harrison	Vice President
Gerald J Hauske	Vice President
Douglas C Hearn	Vice President
Philip C Heckler	Vice President
Julie A Hellmann	Vice President
Melissa J Hennessy	Vice President
Edward J Herald	Vice President
Lewis R Herrington	Vice President
Laurie W Herson	Vice President
John F Hesterman	Vice President
Jaime F Higgins	Vice President
Steven R Hill	Vice President
Francis T Hino	Vice President
Wallace Hise	Vice President
Steven H Hoff	Vice President
Donald R Holcomb	Vice President
Charles J Hookham	Vice President
Richard T Horton	Vice President
James D Howells	Vice President
Bruce J Howie	Vice President
Wendy J Hoyt	Vice President
Adrian J Huckabee	Vice President
Todd M Hudak	Vice President
Roger T Hunt	Vice President
John B Hyre	Vice President
Rashed T Islam	Vice President
Joseph A Izzo	Vice President

Officers

Vincent J Izzo	Vice President
Brent W Jensen	Vice President
Bradford L Johnson	Vice President
David C Johnson	Vice President
Michael T Johnson	Vice President
Michael W Johnson	Vice President
Thomas L Johnson	Vice President
Douglas B Jones	Vice President
Edward C Junod	Vice President
Michael P Kalis	Vice President
David W Kasper	Vice President
Robert E Kellner	Vice President
Gregory A Kempf	Vice President
Kevin A Kennedy	Vice President
Hussein H Khalil	Vice President
Anwar A Khan	Vice President
Madhusudhan R Kilambi	Vice President
Robert D King	Vice President
David J Kinnear	Vice President
Ronald H Kinoshita	Vice President
John E Koch	Vice President
Daryl A Kottwitz	Vice President
Leslie F Kramer	Vice President
Barry S Kravitz	Vice President
Louis E Krug	Vice President
Christopher La Tuso	Vice President
John Lam	Vice President
Jay R Larson	Vice President
John R Larson	Vice President
Susanna M Laszlo	Vice President
Andre E Lauzier	Vice President
John C Lazzara	Vice President
Robert E Leahey	Vice President
Carlo F Lebron	Vice President
Michelle P Leonard	Vice President
Brian J Leshko	Vice President
Joe C Lewis	Vice President
Edward J Liebsch	Vice President
Kuang Y Lim	Vice President
Wayne P Lindsay	Vice President
George W Link	Vice President
Ricky L Llewellyn	Vice President
Joseph LoBuono	Vice President
Michael V Loo	Vice President
Juan C Lopez-Paniagua	Vice President
Kenneth J Lowrey	Vice President
Chad A Luedtke	Vice President
Hassan A Mahan	Vice President

Officers

Don P Manthe	Vice President
Joyce M Mariani	Vice President
Robert B Martin	Vice President
Phillip J Mason	Vice President
John M Maxwell	Vice President
Kevin P Mc Carty	Vice President
Donald L McCammon	Vice President
Craig S McColloch	Vice President
Richard W McCollum	Vice President
James McConnell	Vice President
Michael J McGlashan	Vice President
Michael J McGowan	Vice President
Amanda B McInnis	Vice President
John M McInturff	Vice President
Mark McLaren	Vice President
Thomas C McLaughlin	Vice President
John L McPherson	Vice President
David A Meier	Vice President
Aaron M Meilleur	Vice President
Barry J Meyer	Vice President
Kelly R Meyer	Vice President
Ramon F Miguez	Vice President
Daniel C Miller	Vice President
Daniel W Mitas	Vice President
Prabhat K Mohanty	Vice President
Kerry A Moore	Vice President
Teri J Morgan	Vice President
Thomas A Morreale	Vice President
Louis P Morris	Vice President
James P Morrison	Vice President
Michael E Murphy	Vice President
Michael M Murphy	Vice President
Michael R Murray	Vice President
Roger W Nagel	Vice President
Robert R Neff	Vice President
Jason E Neil	Vice President
Richard M Niedergeses	Vice President
C Michael Ofenstein	Vice President
Ronald G Ohlsen	Vice President
Jeffrey S Olsen	Vice President
Craig A Olson	Vice President
Craig R Olson	Vice President
J David Olson	Vice President
Randall C Osburn	Vice President
Don B Owings	Vice President
Vivian L Pappel	Vice President
Danny C Park	Vice President
Dan L Pecha	Vice President

Officers

James P Pembroke	Vice President
James C Peterson	Vice President
Albert C Petrasek	Vice President
Paula C Pienton	Vice President
Samuel M Planck	Vice President
John R Plattsmier	Vice President
Neil A Porto	Vice President
Bruce N Poteet	Vice President
Ronald F Poulsen	Vice President
Robert L Preston	Vice President
Kristina M Price	Vice President
Michael A Principe	Vice President
Marlus K Prior	Vice President
James F Prossick	Vice President
Michael P Quinn	Vice President
Thomas A Quinn	Vice President
Timothy J Raibley	Vice President
Danny L Rakestraw	Vice President
John A Ranon	Vice President
Alison L Ratliff	Vice President
Joseph C Readling	Vice President
Lisa M Reece	Vice President
Gareth T Rees	Vice President
Steve H Reiber	Vice President
Kurt W Reichelt	Vice President
Peter E Reilly	Vice President
Ray E Reissener	Vice President
Robert C Riede	Vice President
Charles R Robinson	Vice President
Kirk C Rodgers	Vice President
Barry O Rolle	Vice President
Lawrence S Romaine	Vice President
David L Roohk	Vice President
Heidi R W Ross	Vice President
Philip E Rossbach	Vice President
Alan D Roth	Vice President
John D Rudloff	Vice President
Scott A Rustand	Vice President
Daniel W Ruth	Vice President
Matthew D Ryan	Vice President
Claude T Sakr	Vice President
Thomas R Schaffer	Vice President
James K Schroeder	Vice President
Suzanna B Schroeder	Vice President
Dennis W Schulze	Vice President
Bahram Seifipour	Vice President
Matthew J Selinger	Vice President
Kristine K Shaner	Vice President

Officers

William H Sharp	Vice President
James M Sheahan	Vice President
Steven L Shelton	Vice President
John E Sherk	Vice President
Wayne G Short	Vice President
Michael J Shostak	Vice President
Michael D Siedschlag	Vice President
William B Sigler	Vice President
Mark J Sikora	Vice President
David R Skinner	Vice President
Kenneth L Smith	Vice President
Warren N Smith	Vice President
Kevin P Snyder	Vice President
Marc K Soronson	Vice President
Ronald J Sova	Vice President
Stephen D Spain	Vice President
Kandi K Srb-Vampola	Vice President
Kenneth F Standig	Vice President
John P Steinert	Vice President
Jerry L Stevens	Vice President
Michael V Stimac	Vice President
Bradford M Stone	Vice President
Gregory J Stonehouse	Vice President
Richard G Stratton	Vice President
Guillermo Jose Suero	Vice President
Brian A Swindell	Vice President
Peter C Talbot	Vice President
Jon M Tanner	Vice President
Kendal R Tanner	Vice President
Chester A Teaford	Vice President
Lolene J Terry	Vice President
James A Thomas	Vice President
Kathryn W Thompson	Vice President
George E Tillett	Vice President
Brent A Tippey	Vice President
David J Traeger	Vice President
Paul M Tremel	Vice President
Lisa M Tuck	Vice President
Michael F Tugman	Vice President
Theunis A van der Veen	Vice President
Dempsey M Vass	Vice President
Samuel K Vaugh	Vice President
Perincherry Vijayakumar	Vice President
John A Villager	Vice President
David J Vozzolo	Vice President
George M Waldow	Vice President
Harry B Walker	Vice President
Roni Werman	Vice President

Officers

Lisa M Wheatly	Vice President
Stephanie L White	Vice President
E Duwain Whitis	Vice President
Gary A Wilken	Vice President
Bradley C Williams	Vice President
George Eric Williams	Vice President
Stanley T Williams	Vice President
Stephen C Wilson	Vice President
John E Wimberly	Vice President
Raymond A Wingert	Vice President
Paul T Witt	Vice President
Brett D Wolfe	Vice President
George M Woolwine	Vice President
Carol Corse Worsham	Vice President
Thomas G Wos	Vice President
William F Zimmerman	Vice President
Lloyd B Zola	Vice President
Louis J Pachman	Secretary
Bonnie J Kudron	Assistant Secretary
Chad M Hartnett	Treasurer
Alan G Oleson	Assistant Treasurer

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Blanket Services Agreement No. 100084-LD, Design and Construction Management located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CAROLLO ENGINEERS, P.C. ($1,000,000 – Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,000,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with the ability to issue individual task orders for design services in support of public works projects and individual task orders for construction management on public works projects awarded by the City at the Water Pollution Control Facility.

PCC: L.E. Davis
POC: Eric Levesque, P.E.

RECOMMENDATION:
That City Council approve award of Blanket Services Agreement No. 100084-LD, Design and Construction Management to Carollo Engineers, P.C. in the not-to-exceed amount of $1,000,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Blanket Services Agreement No. 100084-LD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
DESIGN AND CONSTRUCTION MANAGEMENT

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 , and **Carollo Engineers**, (the "Consultant"), a **Professional Corporation**, whose address is **376 East Warm Springs Road, Suite 250**, **Las Vegas, NV 89119**, and fax number is **(702) 792-4533**.

WITNESSETH:

WHEREAS, the City intends to construct (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

WHEREAS, with respect to each Project, 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; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. 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 thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 thirty (30) days from the date of receipt by the City. If payment has not been received within the ~~sixty~~ thirty (30) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with the performance of the Agreement by the Consultant and treat the Event of Default as a claim or dispute subject to the arbitration provisions set forth in Section 10.20 of this Agreement.

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, prior to executing each Project Task Order, 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. In the event of such failure, 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 a request to arbitrate pursuant to 10.20B, the parties shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot agree on this appointment, then a request shall be submitted to the American Arbitration Association, or some other association agreed to by the parties, for such appointment. Each party shall be offered the opportunity to be heard and present evidence in support of or against the claim or dispute between the parties.

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 Date
City Clerk

APPROVED AS TO FORM

Robert S. Sylvain 11-3-09
Deputy City Attorney Date

CONSULTANT

By_____
Eric Leveque, Carollo Engineers

Russell A. Wachter, Carollo Engineers

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A "

EXHIBIT " B "

EXHIBIT " C "

EXHIBIT " D "

EXHIBIT " E "

EXHIBIT " F "

EXHIBIT " G "

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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.

Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

-

The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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"

The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "D"

EXHIBIT "E"

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
Senior Professional	$226	Per Hour
Lead Project Professional	$205	Per Hour
Project Professional	$189	Per Hour
Professional	$158	Per Hour
Assistant Professional	$125	Per Hour
Senior Technician	$137	Per Hour
Technician	$95	Per Hour
Document Processing/Clerical	$81	Per Hour

END OF EXHIBIT "E"

EXHIBIT "F"

CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement:

CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

CONSULTANT'S PROJECT STAFF

Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

CONSULTANT REPRESENTATIVE: Eric Leveque

SENIOR PROFESSIONAL: Eric Leveque

LEAD PROJECT PROFESSIONAL(S): Thomas Besett, Lisa Freestone

PROJECT PROFESSIONAL(S): John Richardson, Greg Gould

PROFESSIONAL(S): Keli Callahan, Chris Machado, Justin Fenton

SENIOR TECHNICIAN: Allen Evans

DOCUMENT PROCESSING/CLERICAL: Rynta Porter

CONSULTANT'S SUBCONSULTANTS

Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

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	Carollo Engineers, P.C.
Address	376 E. Warm Springs Rd, Suite 250 Las Vegas, NV 89119
Telephone	(702) 792-3711
EIN or DUNS	88-0899222

Block 2	**Description**
Subject Matter of Contract/Agreement:	
RFP #:	

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.	Gary Deis, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
2.	Jamel Demir, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
3.	Sarwan Wason, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
4.	Allen Todd, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
5.	Clark Clement, Partner	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
6.	Jerry Russell, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
7.	Mary Clyburn, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
8.	Steven Hough, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
9.	Thomas Patten, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
10.	Ron Joost, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 3

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Certificate - Disclosure of Ownership/Principals

Date of Attached Document: October 5, 2009 Number of Pages: 4

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.

Eric Leveque

October 5, 2009
Date

Subscribed and sworn to before me this 5 day of October, 2009.

Rynta L. Porter
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RYNTA L. PORTER
Appt. No. 03-84536-1
My Appt. Expires Sept. 10, 2011

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
11.	Bob Eimstad, Partner	4380 SW Macadam, Suite 350 Portland, OR 97239	(503) 227-1885
12.	David Stringfield, Partner	7580 N. Ingram Avenue, Suite 1600 Fresno, CA 93711	(559) 436-6616
13.	Rick Wheadon, Partner	1265 Fort Union Blvd., Suite 200 Salt Lake City, UT 84047	(801) 233-2500
14.	Mike Britten, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
15.	John Doller, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
16.	Bob Gillette, Partner	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
17.	Steve McDonald, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
18.	George Beliew, Partner	7888 Mission Grove Parkway South, Suite 100 Riverside, CA 92508	(951) 776-3955
19.	John Fraser, Partner	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
20.	Robert Hoffman, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
21.	Patrick White, Partner	12592 W. Explorer Drive Suite 200 Boise, ID 83713	(208) 376-2288
22.	Gil Crozes, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
23.	C.B Hager, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
24.	Thom Kalkman, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
25.	Jim Hagstrom, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
26.	Ash Wason, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
27.	B. Narayanan, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
28.	Eric Leveque, Partner	376 East Warm Springs Road, Suite 250 Las Vegas, NV 89119	(702) 792-3711
29.	Glen Middleton, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
30.	Craig Ashcroft, Partner	1265 Fort Union Blvd., Suite 200 Salt Lake City, UT 84047	(801) 233-2500
31.	Graham Juby, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
32.	Bob Cushing, Partner	401 N. Cattleman Road, Suite 306 Sarasota, FL 34232	(941) 371-9832
33.	Anthony Morroni, Partner	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260
34.	Robert Morroni, Partner	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260

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
35.	Bob Ardizzone, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
36.	Dave Kraska, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
37.	Ken Wilkins, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
38.	John Cutright, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
39.	Larry Elliott, Partner	1301 International Parkway, Suite 160 Sunrise, FL 33323	(954) 837-0030
40.	Pat McCole, Partner	7007 College Blvd., Suite 550 Overland Park, KS 66211	(913) 663-1788
41.	Rick Chan, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
42.	Doug Lanning, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
43.	Walid Karam, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
44.	Russ Wachter, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
45.	Gary Meyerhoffer, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
46.	David Prasifka, Partner	199 S. Los Robles Avenue, Suite 530 Pasadena, CA 91101	(626) 535-0180
47.	Jim Meyerhoffer, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
48.	Scott Parker, Partner	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
49.	Steve Wirtel, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
50.	Marco Aieta, Partner	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
51.	Lou Carella, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
52.	Kathy Marks, Partner	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
53.	Rick Shanley, Partner	4380 SW Macadam, Suite 350 Portland, OR 97239	(503) 227-1885
54.	Dave Siebert, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
55.	Steve Swanback, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
56.	Bryant Bench, Partner	12592 W. Explorer Drive Suite 200 Boise, ID 83713	(208) 376-2288
57.	Amando Garza, Partner	7580 N. Ingram Avenue, Suite 1600 Fresno, CA 93711	(559) 436-6616
58.	Brian Matson, Partner	1218 Third Avenue, Suite 1600 Seattle, WA 98101	(206) 684-6532

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
59.	Paul Walker, Partner	8911 Capitol of Texas Highway, Suite 2200 Austin, TX 78759	(512) 453-5383
60.	Lydia Holmes, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
61.	David Sobeck, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
62.	Scott Hoff, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
63.	Lyle Munce, Partner	1301 International Parkway, Suite 160 Sunrise, FL 33323	(954) 837-0030

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____

Consultant City

END OF EXHIBIT "H"

EXHIBIT "G"

CERTIFICATE

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	Carollo Engineers, P.C.
Address	376 E. Warm Springs Rd, Suite 250 Las Vegas, NV 89119
Telephone	(702) 792-3711
EIN or DUNS	88-0899222

Block 2	**Description**
Subject Matter of Contract/Agreement:	
RFP #:	

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.	Gary Deis, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
2.	Jamel Demir, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
3.	Sarwan Wason, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
4.	Allen Todd, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
5.	Clark Clement, Partner	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
6.	Jerry Russell, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
7.	Mary Clyburn, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
8.	Steven Hough, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
9.	Thomas Patten, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
10.	Ron Joost, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 3

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Certificate - Disclosure of Ownership/Principals

Date of Attached Document: October 5, 2009 Number of Pages: 4

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.

Eric Leveque

October 5, 2009
Date

Subscribed and sworn to before me this 5 day of

OCTOBER, 2009.

Rynta L. Porter
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RYNTA L. PORTER
Appt. No. 03-84539-1
My Appt. Expires Sept. 10, 2011

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
11.	Bob Eimstad, Partner	4380 SW Macadam, Suite 350 Portland, OR 97239	(503) 227-1885
12.	David Stringfield, Partner	7580 N. Ingram Avenue, Suite 1600 Fresno, CA 93711	(559) 436-6616
13.	Rick Wheadon, Partner	1265 Fort Union Blvd., Suite 200 Salt Lake City, UT 84047	(801) 233-2500
14.	Mike Britten, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
15.	John Doller, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
16.	Bob Gillette, Partner	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
17.	Steve McDonald, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
18.	George Beliew, Partner	7888 Mission Grove Parkway South, Suite 100 Riverside, CA 92508	(951) 776-3955
19.	John Fraser, Partner	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
20.	Robert Hoffman, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
21.	Patrick White, Partner	12592 W. Explorer Drive Suite 200 Boise, ID 83713	(208) 376-2288
22.	Gil Crozes, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
23.	C.B Hager, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
24.	Thom Kalkman, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
25.	Jim Hagstrom, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
26.	Ash Wason, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
27.	B. Narayanan, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
28.	Eric Leveque, Partner	376 East Warm Springs Road, Suite 250 Las Vegas, NV 89119	(702) 792-3711
29.	Glen Middleton, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
30.	Craig Ashcroft, Partner	1265 Fort Union Blvd., Suite 200 Salt Lake City, UT 84047	(801) 233-2500
31.	Graham Juby, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
32.	Bob Cushing, Partner	401 N. Cattleman Road, Suite 306 Sarasota, FL 34232	(941) 371-9832
33.	Anthony Morroni, Partner	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260
34.	Robert Morroni, Partner	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260

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
35.	Bob Ardizzone, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
36.	Dave Kraska, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
37.	Ken Wilkins, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
38.	John Cutright, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
39.	Larry Elliott, Partner	1301 International Parkway, Suite 160 Sunrise, FL 33323	(954) 837-0030
40.	Pat McCole, Partner	7007 College Blvd., Suite 550 Overland Park, KS 66211	(913) 663-1788
41.	Rick Chan, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
42.	Doug Lanning, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
43.	Walid Karam, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
44.	Russ Wachter, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
45.	Gary Meyerhoffer, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
46.	David Prasifka, Partner	199 S. Los Robles Avenue, Suite 530 Pasadena, CA 91101	(626) 535-0180
47.	Jim Meyerhoffer, Partner	10540 Talbert Avenue, Suite 200 Fountain Valley, CA 92708	(714) 593-5100
48.	Scott Parker, Partner	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
49.	Steve Wirtel, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
50.	Marco Aieta, Partner	390 Intelocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
51.	Lou Carella, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
52.	Kathy Marks, Partner	2500 Venture Oaks Way, Suite 320 Sacramento, CA 95833	(916) 565-4888
53.	Rick Shanley, Partner	4380 SW Macadam, Suite 350 Portland, OR 97239	(503) 227-1885
54.	Dave Siebert, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
55.	Steve Swanback, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
56.	Bryant Bench, Partner	12592 W. Explorer Drive Suite 200 Boise, ID 83713	(208) 376-2288
57.	Amando Garza, Partner	7580 N. Ingram Avenue, Suite 1600 Fresno, CA 93711	(559) 436-6616
58.	Brian Matson, Partner	1218 Third Avenue, Suite 1600 Seattle, WA 98101	(206) 684-6532

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
59.	Paul Walker, Partner	8911 Capitol of Texas Highway, Suite 2200 Austin, TX 78759	(512) 453-5383
60.	Lydia Holmes, Partner	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	(925) 932-1710
61.	David Sobeck, Partner	3033 North 44th Street, Suite 101 Phoenix, AZ 85018	(602) 263-9500
62.	Scott Hoff, Partner	14785 Preston Road, Suite 950 Dallas, TX 75254	(972) 239-9949
63.	Lyle Munce, Partner	1301 International Parkway, Suite 160 Sunrise, FL 33323	(954) 837-0030

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:	
Blanket Agreement Date:	
Blanket Agreement Maximum Not-to-Exceed Fee:	
Total Aggregate Fee Commitments prior to this Task Order:	
Consultant's Business Name:	

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

END OF EXHIBIT "H"

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Bid No. 09.1762.02-LED, Federal Project Numbers ARRA-009(119), ARRA-003-(121) and ARRA-003(122), 2009 Asphalt Overlay located on Lamb Boulevard from Charleston Boulevard to Owens Avenue, Alexander Road from Cimmaron Road to U.S. 95, Durango Drive from Cheyenne Avenue to Alexander Road and Hills Center Drive from Village Center Circle to Lake Mead Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: SOUTHERN NEVADA PAVING, INC. ($3,374,500 - Road and Flood Capital Projects Fund) - Wards 2, 3 and 4 (Wolfson, Reese and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $3,374,500
Funding Source: Road and Flood CPF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:

The contract term will be from date of award through June 30, 2010 (241 calendar days). Funding for this project is being provided by the American Recovery and Reinvestment Act of 2009.

PCC: L.E. Davis
POC: Paddy Murphy - (702) 876-5226

RECOMMENDATION:

That City Council approve the award of Bid No. 10-1762.02-LED, Asphalt Overlay to Southern Nevada Paving, Inc. in the amount of $3,374,500 and approve the construction conflicts and contingency reserve of $337,450. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Bid Abstract
2. Agenda Memo

Bid Abstract

09.1762.02-LED
2009 Asphalt Overlay

				Southern Nevada Paving, Inc.		Las Vegas Paving Corp.		Granite Construction Company		Wells Cargo Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.05.01	MOBILIZATION AND DEMOBILIZATION-ALEXANDER ROAD	1	LS	$25,519.26	$25,519.26	$35,360.00	$35,360.00	$47,000.00	$47,000.00	$48,000.00	$48,000.00
200.05.02	MOBILIZATION AND DEMOBILIZATION-DURANGO DRIVE	1	LS	$25,519.23	$25,519.23	$35,680.00	$35,680.00	$47,000.00	$47,000.00	$49,000.00	$49,000.00
200.05.03	MOBILIZATION AND DEMOBILIZATION-LAMB BOULEVARD	1	LS	$25,519.23	$25,519.23	$25,494.55	$25,494.55	$47,000.00	$47,000.00	$60,000.00	$60,000.00
200.05.04	MOBILIZATION AND DEMOBILIZATION-VILLAGE CENTER CIRCLE/HILLS CENTER DRIVE	1	LS	$25,519.23	$25,519.23	$35,360.00	$35,360.00	$47,000.00	$47,000.00	$68,000.00	$68,000.00
202.05.01	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, EDGE MILL, 0" - 1/2" DEPTH	57,000	SY	$0.55	$31,350.00	$0.84	$47,880.00	$1.00	$57,000.00	$0.87	$49,590.00
202.05.02	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, WEDGE MILL, 0" - 1" DEPTH	13,650	SY	$2.35	$32,077.50	$1.11	$15,151.50	$2.50	$34,125.00	$1.50	$20,475.00
202.05.03	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY CONVENTIONAL METHOD	16,590	SY	$6.85	$113,641.50	$5.55	$92,074.50	$9.00	$149,310.00	$3.80	$63,042.00
202.05.04	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, SURFACE MILL, 1/4" - 1/2" DEPTH	2,210	SY	$2.50	$5,525.00	$2.05	$4,530.50	$3.00	$6,630.00	$1.00	$2,210.00
202.05.05	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, 2" DEPTH	193	SY	$11.75	$2,267.75	$17.00	$3,281.00	$7.00	$1,351.00	$4.10	$791.30
202.05.06	REMOVE CONCRETE SIDEWALK	24,220	SF	$0.92	$22,282.40	$2.50	$60,550.00	$2.80	$67,816.00	$2.35	$56,917.00
202.05.07	REMOVE MEDIAN ISLAND	178	SF	$4.15	$738.70	$39.30	$6,995.40	$2.80	$498.40	$4.50	$801.00
202.05.08	REMOVE CONCRETE CURB AND GUTTER	1,670	LF	$3.50	$5,845.00	$12.50	$20,875.00	$5.50	$9,185.00	$3.60	$6,012.00
202.05.09	REMOVE AND SALVAGE SIGN	10	EA	$62.50	$625.00	$49.60	$496.00	$60.00	$600.00	$28.90	$289.00
205.05.10	REMOVE PAVEMENT MARKINGS	1	LS	$5,200.00	$5,200.00	$5,210.00	$5,210.00	$5,500.00	$5,500.00	$4,625.00	$4,625.00
205.05.11	REMOVE CONCRETE CROSS GUTTER	7,810	SF	$2.30	$17,963.00	$3.65	$28,506.50	$2.80	$21,868.00	$3.95	$30,849.50
403-2.05.0	CONSTRUCT 1" THICK ULTRA THIN ASPHALT CONCRETE SURFACE (UTACS) S3 GRADATION BONDED WITH A POLYMER MODIFIED MEMBRANE (PMM)	278,210	SY	$7.25	$2,017,022.50	$6.37	$1,772,197.70	$7.65	$2,128,306.50	$8.00	$2,225,680.00
404.05.01	CONSTRUCT HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT PATCH TO MATCH EXISTING (MINIMUM 5"), TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	4,840	TON	$59.00	$285,560.00	$64.40	$311,696.00	$70.00	$338,800.00	$68.85	$333,234.00
404.05.02	CONSTRUCT 2" THICK HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	23	TON	$112.00	$2,576.00	$155.00	$3,565.00	$120.00	$2,760.00	$124.50	$2,863.50
609.05.01	ADJUST SSMH OR SDMH TO FINISH GRADE AND CONSTUCT CONCRETE COLLAR PER USD DWG #408	180	EA	$450.00	$81,000.00	$750.00	$135,000.00	$400.00	$72,000.00	$956.00	$172,080.00
609.05.02	ADJUST ELECTRICAL OR TELEPHONE MANHOLE TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR	2	EA	$600.00	$1,200.00	$1,000.00	$2,000.00	$500.00	$1,000.00	$973.00	$1,946.00
613.05.01	CONSTRUCT 2' MEDIAN ISLAND PER USD DWG #221	172	LF	$15.15	$2,605.80	$28.60	$4,919.20	$30.00	$5,160.00	$16.55	$2,846.60
613.05.02	CONSTRUCT 4' MEDIAN ISLAND PER USD DWG #221	206	LF	$22.00	$4,532.00	$24.00	$4,944.00	$30.00	$6,180.00	$24.00	$4,944.00
613.05.03	CONSTRUCT MEDIAN ISLAND PER USD DWG #221	1,014	SF	$5.85	$5,931.90	$6.30	$6,388.20	$7.00	$7,098.00	$6.35	$6,438.90

				Southern Nevada Paving, Inc.		Las Vegas Paving Corp.		Granite Construction Company		Wells Cargo Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.05.04	INSTALL TACTILE WARNING PANEL IN EXISTING RAMP PER USD DWG #235	78	EA	$390.00	$30,420.00	$425.00	$33,150.00	$250.00	$19,500.00	$425.00	$33,150.00
613.05.05	CONSTRUCT CONCRETE SIDEWALK PER USD DWG #234 AND #235	24,220	SF	$4.40	$106,568.00	$5.20	$125,944.00	$6.00	$145,320.00	$4.30	$104,146.00
613.05.06	CONSTRUCT CONCRETE "L" TYPE CURB AND GUTTER PER USD DWG #216	1,600	LF	$26.40	$42,240.00	$28.00	$44,800.00	$30.00	$48,000.00	$22.70	$36,320.00
613.05.07	CONSTRUCT CONCRETE TYPE B CURB AND GUTTER PER NDOT STD PLAN R-511	66	LF	$20.55	$1,356.30	$13.80	$910.80	$25.00	$1,650.00	$13.75	$907.50
613.05.08	CONSTRUCT CONCRETE CROSS GUTTER PER USD DWG #228	7,810	SF	$10.15	$79,271.50	$8.80	$68,728.00	$10.00	$78,100.00	$8.50	$66,385.00
613.05.09	CONSTRUCT CONCRETE STREETLIGHT CRASH CAP	16	EA	$213.00	$3,408.00	$176.00	$2,816.00	$20.00	$320.00	$176.00	$2,816.00
613.05.10	CONSTRUCT CONCRETE TRAFFIC SIGNAL CRASH CAP	16	EA	$249.00	$3,984.00	$185.00	$2,960.00	$20.00	$320.00	$176.00	$2,816.00
619.05.01	MARKER POST (K-71)	2	EA	$284.00	$568.00	$250.00	$500.00	$250.00	$500.00	$260.00	$520.00
623.05.01	INSTALL TRAFFIC LOOP DETECTOR PER USD DWG #404.810, #404.811, AND #404.820	72	EA	$346.00	$24,912.00	$357.00	$25,704.00	$110.00	$7,920.00	$374.00	$26,928.00
624.05.01	TRAFFIC CONTROL AND MAINTENANCE-ALEXANDER ROAD	1	LS	$17,000.00	$17,000.00	$31,080.00	$31,080.00	$16,890.70	$16,890.70	$27,400.00	$27,400.00
624.05.02	TRAFFIC CONTROL AND MAINTENANCE-DURANGO DRIVE	1	LS	$17,000.00	$17,000.00	$26,430.00	$26,430.00	$17,000.00	$17,000.00	$27,400.00	$27,400.00
624.05.03	TRAFFIC CONTROL AND MAINTENANCE-LAMB BOULEVARD	1	LS	$17,000.00	$17,000.00	$30,520.00	$30,520.00	$40,000.00	$40,000.00	$27,400.00	$27,400.00
624.05.04	TRAFFIC CONTROL AND MAINTENANCE-VILLAGE CENTER CIRCLE/HILLS CENTER DRIVE	1	LS	$17,000.00	$17,000.00	$34,425.00	$34,425.00	$17,000.00	$17,000.00	$33,800.00	$33,800.00
627.05.01	PERMANENT SIGNS (GROUND MOUNTED)(METAL SUPPORTS)	77	EA	$175.00	$13,475.00	$165.00	$12,705.00	$210.00	$16,170.00	$173.00	$13,321.00
627.05.02	PERMANENT SIGNS (PANEL ONLY)	46	EA	$103.00	$4,738.00	$94.00	$4,324.00	$105.00	$4,830.00	$98.00	$4,508.00
627.05.03	REMOVE AND RELOCATE SIGN	1	EA	$289.00	$289.00	$275.00	$275.00	$210.00	$210.00	$289.00	$289.00
628.05.01	INSTALL WHITE T-2 FILM CROSS WALK PER USD DWG #254A	15,360	SF	$2.60	$39,936.00	$2.65	$40,704.00	$2.60	$39,936.00	$3.75	$57,600.00
628.05.02	INSTALL WHITE T-2 FILM STOP BAR PER USD DWG #254A	2,710	SF	$4.38	$11,869.80	$4.45	$12,059.50	$4.30	$11,653.00	$3.75	$10,162.50
628.05.03	INSTALL WHITE T-2 FILM "ARROW" SYMBOL PER MUTCD 2003 PART 3	266	EA	$92.85	$24,698.10	$94.50	$25,137.00	$95.00	$25,270.00	$121.00	$32,186.00
628.05.04	INSTALL WHITE T-2 FILM "ONLY" LEGEND PER MUTCD 2003 PART 3	97	EA	$145.00	$14,065.00	$147.00	$14,259.00	$150.00	$14,550.00	$121.00	$11,737.00
628.05.05	INSTALL WHITE T-2 FILM "BIKE LEGEND DELINEATION" PER MUTCD 2003 PART 3	52	EA	$145.00	$7,540.00	$147.00	$7,644.00	$150.00	$7,800.00	$121.00	$6,292.00
628.05.06	INSTALL WHITE T-2 FILM STRIPING PER USD DWG #245	2,150	SF	$1.29	$2,773.50	$1.31	$2,816.50	$1.30	$2,795.00	$3.75	$8,062.50
628.05.07	INSTALL WHITE T-2 FILM YIELD LINE PER MUTCD 2003 PART 3	240	SF	$3.10	$744.00	$3.15	$756.00	$3.10	$744.00	$3.75	$900.00
628.05.08	INSTALL WHITE T-1 FILM STRIPING PER USD DWG #244.5	16,200	SF	$1.29	$20,898.00	$1.31	$21,222.00	$1.30	$21,060.00	$3.75	$60,750.00
628.05.09	INSTALL YELLOW T-2 FILM STRIPING PER USD DWG #245	1,290	SF	$1.29	$1,664.10	$1.31	$1,689.90	$1.30	$1,677.00	$3.75	$4,837.50
628.05.10	MEDIAN PAINT (YELLOW)	10,390	SF	$0.42	$4,363.80	$0.42	$4,363.80	$0.45	$4,675.50	$1.25	$12,987.50
628.05.11	MEDIAN PAINT (WHITE)	100	SF	$0.42	$42.00	$0.42	$42.00	$0.45	$45.00	$1.25	$125.00
629.05.01	ADJUST WATER VALVE BOX TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR PER USD UDACS PLATE #8	198	EA	$300.00	$59,400.00	$650.00	$128,700.00	$400.00	$79,200.00	$659.00	$130,482.00
629.05.02	ADJUST WATER MANHOLE TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR PER UDACS PLATE #4B	6	EA	$475.00	$2,850.00	$1,650.00	$9,900.00	$400.00	$2,400.00	$956.00	$5,736.00

ITEM NO.	DESCRIPTION	U O M	QTY	Southern Nevada Paving, Inc. UNIT PRICE	Southern Nevada Paving, Inc. EXTENDED PRICE	Las Vegas Paving Corp. UNIT PRICE	Las Vegas Paving Corp. EXTENDED PRICE	Granite Construction Company UNIT PRICE	Granite Construction Company EXTENDED PRICE	Wells Cargo Inc. UNIT PRICE	Wells Cargo Inc. EXTENDED PRICE
629.05.03	ADJUST WATER BLOW-OFF TO FINISH GRADE PER UDACS PLATE #4A	1	EA	$750.00	$750.00	$1,100.00	$1,100.00	$500.00	$500.00	$1,378.00	$1,378.00
633.05.01	INSTALL NON-REFLECTIVE RAISED PAVEMENT MARKER TYPE "A"	9,140	EA	$2.85	$26,049.00	$2.89	$26,414.60	$3.00	$27,420.00	$1.28	$11,699.20
633.05.02	INSTALL NON-REFLECTIVE RAISED PAVEMENT MARKER TYPE "B"	5,300	EA	$2.85	$15,105.00	$2.89	$15,317.00	$3.00	$15,900.00	$1.20	$6,360.00
633.05.03	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "C"	2,690	EA	$3.10	$8,339.00	$3.15	$8,473.50	$3.10	$8,339.00	$2.15	$5,783.50
633.05.04	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "F"	3,610	EA	$3.10	$11,191.00	$3.15	$11,371.50	$3.10	$11,191.00	$2.15	$7,761.50
633.05.05	INSTALL BLUE REFLECTIVE RAISED FIRE HYDRANT PAVEMENT MARKER	39	EA	$3.10	$120.90	$3.15	$122.85	$3.10	$120.90	$8.10	$315.90
650.05.01	ADJUST GAS VALVE BOX TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR PER USD DWG #517	6	EA	$475.00	$2,850.00	$650.00	$3,900.00	$600.00	$3,600.00	$655.00	$3,930.00
	Total Base Bid Amount				$3,374,500.00		$3,439,420.00		$3,795,795.00		**$3,997,827.40
											**Corrected Total
	Engineer's Estimate: $ 5,401,000										
	Responsive Bidder				Yes						
	Responsible Bidder				Yes						

TO: Jerry Walker Please review and approve recommended award to Southern Nevada Paving Inc.

in the amount of $3,374,500.00 .

Lloyd Dawn — Purchasing & Contracts Representative — 11/10/09 Date

[signature] — Using Department Authorized Rep Signature — 11-10-09 Date

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 2, 2009
DEPARTMENT: Public Works
ITEM DESCRIPTION: Bid No. 09.1762-LED, Federal Project Numbers ARRA-003(119); ARRA-003(120); ARRA-003(121) and ARRA-003(122), 2009 Asphalt Overlay

The work will consist of removal and replacement of asphalt pavement, asphaltic concrete pavement patches, median islands, removal and replacement of concrete sidewalks, removal and replacement of concrete curb and gutter, installation of tactile warning panels, installing new traffic delineations, markings, and symbols and installing traffic loop detectors. The work includes traffic signs and markings, adjusting utility covers to grade with concrete collars, dense grade asphalt patching, cold milling and 1" thick ultra thin asphaltic concrete surface (UTACS) S3 gradation.

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 100118-LD, Engineering Design Services Agreement for Bonneville/Clark One-way Couplet - Department of Public Works - Award recommended to: KIMLEY-HORN AND ASSOCIATES, INC. ($250,000 - Road and Flood Capital Projects Fund) – Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $250,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The original agreement provided engineering design services to convert various streets in the downtown area to one-way streets. The project scope has changed and this amendment will modify the scope of services to accommodate the new scope. Funding for this project is provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Michael Colely, P.E. - (702) 734-5666

RECOMMENDATION:
That City Council approve the award of Amendment No. 1 to Agreement No. 100118-LD, Engineering Design Services Agreement for Bonneville/Clark One-way Couplet to Kimley-Horn and Associates, Inc. in the amount of $250,000, bringing the total Agreement amount to $1,875,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Agreement No. 100118-LD
2. Certificate - Disclosure of Ownership/Principals
3. Agenda Memo

AMENDMENT NUMBER ONE
TO
ENGINEERING DESIGN SERVICES AGREEMENT
FOR
BONNEVILLE/CLARK ONE-WAY COUPLET

THIS AMENDMENT NUMBER ONE is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Kimley-Horn and Associates, Inc. (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated Novemeber 19, 2003, (herein the "Agreement"), retaining the services of the Consultant for the design of Bonneville/Clark One-way Couplet more fully described therein in connection with the improvements to be constructed at Bonneville Avenue and Clark Avenue from Main Street to Charleston Boulevard and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to include additional design services not included in the original scope of the PROJECT and to reduce the overall limits of the PROJECT.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Add the number shown above in the header (100118-LD) to each page of the Agreement as the Agreement Number for this project.

2. All further design efforts will be limited to the reach from Main Street to Las Vegas Boulevard. Future plans prepared under this contract will be limited to this reach.

3. Delete the original Exhibit "A" Scope of Services and replace with the attached "Revised Exhibit A Scope of Services" for detail of additional design required.

4. See attached Exhibit "B" Additional Services of the Engineer for detail of possible additional tasks.

5. See attached Exhibit "C" Man-Hour Estimate for detail of additional man-hours required.

6. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $250,000, from $1,625,000 to $1,875,000.

7. Delete the original Exhibit "G" Disclosure of Ownership/Principals and replace with the attached "Revised" Exhibit "G" Disclosure of Ownership/Prinipals.

8. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number One to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Michael Colety, P.E.
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 11/12/09
Deputy City Attorney Date

BONNEVILLE / CLARK ONE-WAY COUPLET

CONTRACT AMENDMENT

REVISED EXHIBIT "A"

SCOPE OF SERVICES

INTRODUCTION:

The Bonneville/Clark One-Way Couplet project will consist of roadway improvements to create an east-west one-way couplet with Bonneville Avenue and Clark Avenue in downtown Las Vegas. Specifically, it will:

- Convert Bonneville Avenue into an eastbound one-way road from 1st Street to Las Vegas Boulevard,
- Convert Clark Avenue into a westbound one-way road from Las Vegas Boulevard to 1st Street,
- Convert the alleyway between 1st street and Casino Center Boulevard into a southbound one-way road between Clark and Bonneville, and
- Widen Bonneville Avenue from Main Street to the alleyway between 1st and Casino Center to provide 2 lanes of traffic in each direction.

The project will include roadway, signing and marking, new traffic signal installations, traffic signal modifications, utility, streetlight, streetscape/landscape and irrigation improvements on Bonneville Avenue and Clark Avenue, and up to 100' on either side of Bonneville Avenue and Clark Avenue at side streets. Streetscape concepts shall follow the City of Las Vegas Downtown Centennial Plan where possible.

The following exhibit details the updated tasks associated with the Bonneville / Clark Couplet Project (B/C), including work associated with tasks from the original project design, rework required due to the extended period of time the project has been suspended, effort due to design changes to the original project, as well as new scope and effort recently added to the project.

Intersection improvements will include curb "bulb-outs" and new traffic signal or signal modifications. Drop inlets will be designed and/or modified at 4th Street and Las Vegas Boulevard to convey storm water from local low points to existing drainage facilities. NV Energy will be undergrounding their power facilities at alley crossings where overhead power lines cross either Bonneville Avenue or Clark Avenue. The trench and conduit locations for these facilities will be shown on the plans prepared for this project.

BASIC SERVICES

- **TASK NO. 1 – Project Management**

  Effort associated with this task in original design reflected equivalent point in project schedule when design was put on hold. Project Management effort for both phases of the new project design are independent of work performed in the prior design. Effort for this task includes field visits, project administration, developing and continuously updating a project workplan and schedule, drafting monthly progress reports for the client, monthly progress meetings with the client (8 meetings), three (3) review meetings following submittals, and meeting minute preparation.

- **TASK NO. 2 – Utility Coordination**

  The original utility coordination consisted of the following items:

  1. Coordinate with NV Energy to identify the locations of underground conduit for the relocation of overhead power lines at a total of 6 locations across Bonneville and Clark Avenue.

  2. Coordinate with NV Energy to identify points of connection for power service to lights and signals.

  New effort associated with utility coordination for the B/C design will include getting updated information from utility companies, new utility information for areas affected by the new couplet alignment, coordination with NV Energy for relocation and/or undergrounding of facilities crossing Bonneville and Clark, and coordination with Forest City and RTC regarding other utility conflicts associated with utilities within the couplet.

  The relocation of existing waterline, gas, telephone, cable, or other utilities, with the exception of NV energy, will not be included in this scope of work and would be an additional service.

- **TASK NO. 3 – Topographic Survey**

  Due to changes in scope and changing conditions in the field since the original survey was performed in 2003 new survey effort will be required. Effort in this task for new design phase includes coordinating additional survey data with surveyor, creating exhibits, reviewing original aerial mapping and survey data, reviewing horizontal control plan, reviewing field topo, and reviewing new legals, topography and hard shots for the new alignment and design areas including the Main/Garces intersection and the new couplet alignment, record of survey (and associated expenses for these tasks to survey subconsultant).

  New topographic survey expenses include the following items:

1. Additional survey shots required for the new alignment as well as locations in which improvements and/or new developments have been constructed in the last 5 years.

2. Modification to existing Horizontal Control Plans to accommodate new alignment.

3. Record of Survey will need to be created and added to the plan set per requirements of CLV Survey department.

4. An estimated thirty (30) legal descriptions will be required in total for Phase I of the project. These include parcels for the new connector alignment, required R/W takes along Bonneville between Main and Casino Center, and legals required for the postage stamp easements needed for streetlights along the couplet connector alignment.

5. Topographic survey hard shots for the proposed RTC traffic signal at Main Street/Garces.

6. Topographic survey shots for the proposed right turn lane at Las Vegas Boulevard and Clark Avenue intersection.

7. Topographic survey shots at all new pothole locations, 25 holes expected.

8. Miscellaneous field topography shots to be used as necessary to supplement new development cadd files.

- **TASK NO. 4 – Hydrologic and Hydraulic Analysis**

The effort and design associated with the drainage analysis in original design was completed to 80%. The proposed effort under the task for the analysis for Phase I includes the following:

- Reviewing original draft report, existing studies, and meeting with CLV Flood Control and Clark County Regional Flood Control District.

- Reanalyzing and updating the original draft report to accommodate new roadway alignment and design.

- Since the proposed storm drain will now only extend from Las Vegas Boulevard to Maryland Parkway and will be installed with Phase II construction sometime in the future an addendum will be prepared detailing the new analysis for roadway conditions without a storm drain present. The new analysis will include hydraulic and hydrologic analysis and cross sections along Bonneville and Clark between Main Street and Las Vegas Boulevard.

Effort shown in Phase I exhibit is for new analysis, cutting cross sections for existing and proposed conditions, and writing a report assuming a proposed storm drain will no longer be present.

- **TASK NO. 5 – 60% Roadway Design**

Due to new design required for the modified couplet connector alignment and additional scope of work added to the project the next submittal to the City will be 60% level, followed by a 90% (prefinal) and then 100% (final) submittal in lieu of the 70% and 100% submittals outlined in the original scope. 60% design construction documents will be submitted twelve (12) weeks from the time notice to proceed is given by the City.

Roadway design effort associated with the Phase I plans include not only completing the original design to 60% level but also having to design from conceptual level approximately 2/3 of the project area between Main St. and Las Vegas Boulevard due to horizontal alignment changes from the original project started in 2002 (couplet connector and new proposed Bonneville cross section), vertical alignment and grading changes (couplet connector grading as well as regrading due to storm drain inlets being added or modified at 4th Street and Las Vegas Boulevard), City of Las Vegas design standard changes for traffic signals, and new utility relocations due to new alignment (couplet connector).

Design included with Phase I will include:

- Roadway plan and profile sheets at 20 scale, including existing and proposed grades given along back of sidewalk, proposed curb and gutter, along proposed medians, and at driveways;
- Striping and marking design;
- Streetlight and interconnect design;
- Intersection grading with elevations given on a 10' grid pattern and along curb returns;
- Roadway demo design;
- Five (5) new traffic signal designs at the intersections of Main Street/Garces (RTC Signal, see Task 13 of this document), Bonneville/1st Street, Bonneville/3rd Street, Clark/3rd Street and Bonneville/RTC Bus Station entryway. Queue jumps will be utilized for the signals along Bonneville at 1st Street and the RTC bus station entryway and design will be coordinated with the RTC and City of Las Vegas.
- Seven (7) redesigns of existing signals at the intersections of Bonneville/Main, Bonneville/Casino Center, Bonneville/4th Street, Bonneville/Las Vegas Boulevard, Clark/Casino Center, Clark/4th Street, and Clark/Las Vegas Boulevard. Traffic signal improvements for the signals along Casino Center at Bonneville and Clark will be limited to modifying the pedestrian poles and signal heads to accommodate the new one-way directional streets; traffic signal improvements for the signals along Clark at 4th Street and Las Vegas Boulevard will be limited to modifying the signal heads to accommodate the new one-way traffic patterns.
- Estimated opinion of probable cost with costs detailed per funding agency;
- Consultant shall provide fifteen (15) 11x17 sets and three (3) 24x 36 sets of project plans.
- Consultant shall provide Supplemental Special Provisions, ten (10) sets.

- **TASK NO. 6 – 60% Landscape/Irrigation Design**

  The landscape effort associated with the Phase I includes new designs to accommodate both the new couplet alignments, roadway cross sections, and the new City of Las Vegas landscape design standards and the updated vision for this corridor. 60% landscape / irrigation design tasks will consist of the following items:

  1. Demolition plan showing the extent of existing landscaping that shall be removed/demolished to accommodate new landscaping and the extent of existing landscaping that shall remain.

  2. Schematic streetscape design sheets indicating trees and tree pits and shrub placement. A plant palette will be developed representing the plant material proposed and will be in compliance with the CLV Downtown Centennial Plan. A hardscape layout will be provided to indicate locations of hardscape elements, such as planters, special concrete, brick pavers, and parking meter post locations.

  3. Schematic irrigation design sheets showing locations of proposed main irrigation feeds, water meters, and irrigation controllers.

  4. Application for water meters from LVVWD.

- **TASK NO. 7 – 90% Pre-Final Design**

  This task and accompanying submittal is new to the project design schedule and will consist of the following items upon the reception of the City's 60% review comments:

  - Prepare 90% design plans for review. Design plans shall be revised to incorporate 60% review comments from all entities. Additional plans or exhibits created for this task will include applicable detail sheets, and other miscellaneous sheets required to complete the design. Under this task, streetlight and interconnect plans, signing and marking plans, traffic signal plans and applicable details shall be prepared per standard.
  - Consultant shall provide fifteen (15) 11x17 sets and three (3) 24x 36 sets of project plans.
  - Consultant shall provide Supplemental Special Provisions, ten (10) sets.
  - 90% design construction documents will be submitted seven (7) weeks after all 60% review comments from the City are received.

- **TASK NO. 8 – 90% Landscape/Irrigation Design**

  This task and accompanying submittal is new to this project and will consist of the following items upon the reception of the City's 60% review comments:

  - Prepare 90% design plans for review. Design plans shall be revised to incorporate 60% review comments from all entities. Additional plans or exhibits

created for this task will include applicable streetscape and irrigation detail sheets.

- **TASK NO. 9 –Final Design (100%)**

  This task consists of the following items upon the reception of the City's 90% review comments:

  - Prepare final design plans on mylar. Design plans shall be revised to incorporate the 90% review comments from all entities and will be submitted four (4) weeks after all City comments are received. KHA shall obtain final signatures on the mylar plan set from impacted utilities companies.

  - The final plans with utility signatures will be submitted to the City. The City shall be responsible for obtaining internal approval and approval from the RTC.

- **TASK NO. 10 – Final Landscape/Irrigation Design (100%)**

  This task consists of the following items upon the reception of the City's 90% review comments:

  - Prepare 100% streetscape design plans on mylar. Design plans shall be revised to incorporate 90% review comments from all entities.

- **TASK NO. 11 – Bidding**

  This task shall consist of the following items:

  - Attending the Pre-bid meeting.

  - Attending bid opening

  - Addressing and answering contractor clarification requests and/or addendum to plans.

- **TASK NO. 12 – Construction Services**

  This task shall consist of the following items:

  - Attending weekly construction meetings (9 month construction duration assumed)

  - Addressing construction submittals, RFIs, questions and coordination

- **TASK NO. 13 – Additional Roadway Engineering**

- Modify and redesign 100% plans to account for Forest City development modifications and changes.
- Modify and redesign 100% plans to account for FHWA/SHPO comments upon submittal of Environmental documents.

- **TASK NO. 14 – Main/Garces Traffic Signal (RTC)**

This task was not a part of the original project, and consists of the following items:

- Performing site visits to document existing field conditions, including existing striping, signage, and underground utilities.

- Completing 60% traffic signal design (submitted as part of the Task 5 deliverable).

- Completing 90% traffic signal design (submitted as part of the Task 7 deliverable).

- Completing Final traffic signal design (submitted as part of the Task 9 deliverable).

- Completing Striping/Marking/Signage Design for Main Street north and south of the Garces intersection.

- **TASK NO. 15 – Initial Environmental Support**

- Perform initial Historical Assessment Survey;
  As part of City of Las Vegas' Initial Categorical Exclusion Submittal. Historical Assessment Survey will assess three properties in total, two of which are located directly within project limits, and the third adjacent to project limits. These include 510 South First St. and 526 South Casino Center within the project area. The Casino Center plot includes two buildings. The third property at 401South Fourth Street is adjacent to the project area and is listed on the National Register of Historic Places. Survey effort, to be performed by a subconsultant, will entail photographing the fronts of each of the buildings, property records search, architectural analysis, and completeion of Nevada State Historic Preservation Office (NV SHPO) architectural forms. The subconsultant will also provide eligibility recommendation for inclusion in the National Register and effects of the proposed project on these propoerties. This ionformation will be provided in a letter report with accompanying maps. This report will meet NV SHPO and federal standards per Section 106 of the National Historic Preservation Act. Survey scope of work assumes the following information:

  1) Only the three above properties will be included in the assessment;
  2) The NV SHPO and Architectural Historians at the Nevada Department of Transportation (NDOT) agree with the City of Las Vegas assessment that only these three properties should be included in the required study;

3) The nearby Las Vegas High School National Register District is not required to be included in the architectural assessment but will be included in the effects assessment only;
4) The other several properties located south of the project that are eligible or currently listed are not included in this project.

If any of the following three agencies, NV SHPO, NDOT, or the City of Las Vegas requires further work or properties to be assessed, the subconsultant fee must be revised.

- Support, review and guidance effort to City of Las Vegas in regards to initial Categorical Exclusion submittal.

- **TASK NO. 16 – Utility Potholes**

Utility potholes will be required by SW Gas for their facilities located in the Phase I area of work. Other utility potholes may be required where proposed storm drain and landscaping is to be located (these are additions to the original scope of the project from 2002). Effort for this task shall include:

- Coordination with utility company;
- Creating pothole exhibits showing proposed locations. Locations to be approved by CLV prior to giving potholing company NTP;
- Locations of potholes and information to be included in plan/profile sheets.

- **TASK NO. 17 – Asbestos Survey**

An asbestos survey and certification will be required prior to demo of the existing buildings in the Phase I roadway alignment. Effort associated with this task shall include the following:

- Coordination with Asbestos Survey Subconsultant
- Two (2) meetings with subconsultant to discuss scope and project area
- Creating scope exhibits to be provided to subconsultant

Buildings to be surveyed and included in the certification process shall be reviewed and approved by the City prior to commencing with effort on these tasks.

- Deliverable: Pre-demolition asbestos survey reports for each of the affected buildings to be demo'ed.

EXHIBIT "B"

ADDITIONAL SERVICES OF THE ENGINEER

BONNEVILLE / CLARK ONE-WAY COUPLET

This exhibit includes some possible additional tasks. Tasks identified on this exhibit are not included in the basic services listed in Exhibit A. A fee estimate for these tasks will be prepared as requested by the CLV. Work for these services shall be authorized by a written change order to the original contract.

- Extended Environmental Support: beyond initial CLV support and submittal review for a Categorical Exclusion. This may include additional tasks deemed necessary by the City of Las Vegas, FHWA, or SHPO to complete the Categorical Exclusion or tasks needed for a full Environmental Assessment if required.
- Public Awareness including:
  - Preparation of exhibits for use in neighborhood meetings.
  - Attendance at additional public meetings to present the project and to discuss improvements with the meeting attendees.
- Utility rehabilitation, including sewer and storm drain facilities
- Geotechnical Update Letter and coordination
- Preparation of record drawings after construction
- Authorization to Enter Property (AEP); Consultant shall prepare AEP permits, any necessary legal descriptions, exhibits and obtain the necessary authorizations.
- Construction Phasing Plans
- Dewatering Plan
- Soil Solubility Test and coordination

EXHIBIT "C"
MAN-HOUR ESTIMATE
BONNEVILLE/CLARK

TASK	DESCRIPTION	Kimley-Horn							KHA SUBTOTAL
		SE	SLA	PM	PE	EA/LA	CADD	CLER	
	BASIC SERVICES								
	PHASE 1								
TASK 1	PROJECT MANAGEMENT								
	Kick Off Meeting	0	3	3	3	3	3	0	15
	Field visits	0	8	16	14	12	8	0	58
	Project Administration	0	4	10	0	0	0	30	44
	Review and Update Schedule and Workplan	0	2	6	2	0	0	0	10
	Monthly Progress Report	0	0	8	0	0	0	8	16
	Progress/Misc. Meetings (external with client, 8 anticipated monthly meetings)	0	16	16	9	0	0	0	41
	Progress meeting minute preparation	0	0	8	0	0	0	4	12
	Review meetings (3 meetings)	0	0	12	12	12	0	0	36
	Review meetings minute preparation	0	0	6	0	6	0	0	12
	SUBTOTAL	0	33	85	40	33	11	42	244
TASK 2	UTILITY COORDINATION								
	letters to utility companies to obtain current utility information	0	0	1	0	3	0	3	7
	backcheck and update existing utility basemaps with current information	0	0	3	0	2	18	0	23
	coordinate with utility companies (3 meetings)	0	0	12	12	0	0	3	27
	meeting minute preparation and distribution	0	0	5	0	0	0	3	8
	Nevada Power relocation coordination								
	coordination meetings with NP (2 meetings)	0	0	8	8	0	0	0	16
	meeting minutes preparation and distribution	0	0	4	0	0	0	0	4
	SUBTOTAL	0	0	33	20	5	18	9	85
TASK 3	TOPOGRAPHIC SURVEY								
	coordinate additional survey data with surveyor, create exhibits	0	0	2	0	6	3	0	11
	review aerial mapping	0	0	2	0	6	6	0	14
	review horizontal control plan	0	0	2	0	3	0	0	5
	review field topo	0	0	3	0	6	0	0	9
	new legals reflecting latest couplet connector alignment, coordinate w/ surveyor	2	0	3	0	4	0	0	9
	SUBTOTAL	2	0	12	0	25	9	0	48
TASK 4	HYDROLOGIC AND HYDRAULIC ANALYSIS								
	review existing studies, City comments, and calculations	0	0	2	8	8	0	0	18
	meet with CLV flood control	3	0	3	0	0	0	0	6
	review/update hydrologic analysis	0	0	1	7	9	0	0	17
	review/update hydraulic analysis	0	0	1	7	9	0	0	17
	review/update drop inlet analysis and wspg analysis	0	0	3	7	9	0	0	19
	generate and submit updated calcs and x-sections for approval	0	0	0	6	9	0	0	15
	draft and submit addendum memo for approval	0	0	1	6	12	0	3	22
	QA/QC	4	0	0	0	0	0	1	5
	respond to comments	0	0	1	6	6	0	2	15
	SUBTOTAL	7	0	12	47	62	0	6	134
TASK 5	60% DESIGN								
	Modify Roadway Drawings for 30 Scale	0	0	2	0	6	15	0	23
	Coordinate/update design with new/planned developments (2 meetings)	3	6	6	0	6	0	0	21
	Create Intersection Grading Sheets	0	0	4	0	4	6	0	14
	Update General Notes Sheet, Vicinity Map, Cover Sheet	0	0	2	0	6	0	0	8
	Horizontal and vertical design								
	review and update utility basemap sheet	0	0	2	0	8	0	0	10
	redesign demo limit design, update sheets	0	0	3	0	6	12	0	21
	field verification of demo limits	0	0	4	0	4	0	0	8
	run autoturn for RTC buses, trucks, modify existing 15% couplet design	1	0	2	0	15	10	0	28
	redesign horizontal alignment, update/annotate/draft sheets	0	0	12	0	45	45	0	102
	redesign vertical alignment and grading (w/o storm inlets), update/annotate/draft sheets	2	0	27	0	60	50	0	139
	redesign/draft cross sections	0	0	3	0	4	8	0	15
	QA/QC roadway plans	3	0	6	0	0	0	0	9
	Utility Conflict								
	conflict identification	0	0	2	0	1	0	0	3
	conflict resolution	1	0	3	0	5	5	0	14
	Overhead utility relocation design								
	determine extent of required relocations	2	0	3	2	0	0	0	7
	conduit alignment design	2	0	5	5	0	20	0	32
	QA/QC utility relocation plans	0	0	3	3	0	0	0	6
	Signing and marking design								
	update existing signing and marking survey	0	0	3	0	5	0	0	8
	redesign signing and marking for new alignment	1	0	6	0	10	0	0	17
	update SM sheets	0	0	3	0	15	20	0	38
	QA/QC signing and marking plans	0	0	4	3	0	0	0	7
	Traffic Signal design								
	60% Design for Bonneville Ave. / 1st St. Design (new signal)	1	0	3	24	24	0	0	52
	60% Design for Bonneville Ave. / RTC Terminal Access Design (new signal)	1	0	3	24	24	0	0	52
	incorporate new CLV standards into original 50% TS Designs	2	0	2	30	30	0	0	64
	finish all signal designs to 60% level	0	0	2	45	40	0	0	87
	QA/QC Designs	4	0	6	0	0	0	0	10
	Street light and interconnect design								
	revise street light and interconnect basemap for new alignment	1	0	4	15	0	10	0	30
	existing street light survey for 1st St.	0	0	0	6	0	6	0	12
	update streetlighting sheets	0	0	2	3	0	15	0	20
	QA/QC street light and interconnect plans	0	0	2	3	0	0	0	5
	Storm Drain design								
	60% design for inlet and storm drain design at Las Vegas Blvd/Bonneville	1	0	3	5	0	0	0	9
	60% design for inlet and storm drain design at Clark/Maryland Pkwy.	1	0	3	5	0	0	0	9
	annotate new SD sheet	0	0	2	0	10	0	0	12
	create detail sheet, draft details	0	0	2	0	6	0	0	8
	Create profile Sheet of laterals, annotate	0	0	1	1	5	0	0	7
	QA/QC	1	0	1	0	0	0	0	2
	Quantities								
	prepare construction quantities	0	0	3	0	12	4	0	19
	prepare opinion of probable cost	0	0	3	0	3		0	6

EXHIBIT "C"
MAN-HOUR ESTIMATE
BONNEVILLE/CLARK

TASK	DESCRIPTION	Kimley-Horn							KHA SUBTOTAL
		SE	SLA	PM	PE	EA/LA	CADD	CLER	
	QA/QC quantities	1	0	2	0	0	0	0	3
	Special Provisions								
	prepare specs to 60% level / current CLV standards	0	0	25	0	0	0	6	31
	coordinate with CLV	0	0	3	0	0	0	0	3
	QA/QC specs	5	0	0	0	0	0	0	5
	Print plans	0	0	0	0	0	8	5	13
	Submit plans to CLV and utilities	0	0	0	0	0	2	2	4
	SUBTOTAL	33	6	177	174	354	236	13	993
TASK 6	60% LANDSCAPE / IRRIGATION DESIGN								
	Review for compliance with Downtown Centennial Plan	0	4	0	0	2	0	0	6
	Landscape and Irrigation Design								
	Revise Landscape demo plans	1	5	2	0	15	0	0	23
	Revise Schematic landscape plans for new alignment	1	25	2	0	30	0	0	58
	Revise Irrigation mainline plans for new alignment	1	15	2	0	30	0	0	48
	QA/QC streetscape plans	3	6	0	0	0	0	0	9
	Specifications	0	10	0	0	0	0	0	10
	Update Quantities	0	3	1	0	6	0	0	10
	SUBTOTAL	6	68	7	0	83	0	0	164
TASK 7	90% PRE-FINAL DESIGN								
	Horizontal and vertical design								
	address 60% CLV comments	0	0	5	0	8	15	0	28
	90% demo limit design	1	0	3	0	0	4	0	8
	90% horizontal alignment design	1	0	18	0	36	40	0	95
	90% vertical alignment design	2	0	27	0	40	40	0	109
	field verification of horizontal design	0	0	3	0	3	0	0	6
	update typical sections	0	0	2	0	6	6	0	14
	QA/QC roadway plans	4	0	6	0	0	0	0	10
	Utility Conflict								
	address agency/utility redlines	2	0	5	10	5	20	0	42
	Overhead Utility relocation design								
	update conduit alignment design	1	0	3	0	5	5	0	14
	QA/QC powerline relocation plans	0	0	1	0	0	0	0	1
	Signing and marking design								
	address 60% CLV comments	0	0	3	0	2	7	0	12
	90% signing and marking design	1	0	4	2	0	9	0	16
	QA/QC signing and marking plans	1	0	3	0	0	0	0	4
	Traffic Signal design								
	address 60% CLV comments	0	0	6	18	20	0	0	44
	90% Design for all Signals (8 Intersections total)	5	0	6	56	56	0	0	123
	QA/QC traffic signal plans	3	0	5	0	0	0	0	8
	Street light and interconnect design								
	update street light design	0	0	2	20	10	8	0	40
	update interconnect design	0	0	2	20	0	6	0	28
	QA/QC street light and interconnect plans	2	0	2	5	0	0	0	9
	Storm Drain design								
	respond to comments	0	0	1	1	2	0	0	4
	90% Storm Drain design	0	0	1	1	4	0	0	6
	QA/QC	1	0	1	0	0	0	0	2
	90% Design Changes								
	New Striping and Marking design and annotation along Bonneville/Clark Avenue	1	0	4	0	4	6		15
	New Bonneville curb alignment; grading/plan-profile/landscape redesign (4th to LV)	1	4	4	0	10	8		27
	New Bonneville curb alignment; grading/plan-profile (Main to 1st)	4		4	10	10	10		38
	3rd St./Bonneville Traffic Signal (Includes field visits, 90% design and annotation)	3	0	4	8	20	20		55
	QA/QC	3	2	6	6	0	0		17
	Quantities								
	update construction quantities	0	0	5	2	8	5	0	20
	update opinion of probable cost	0	0	2	2	0	0	0	4
	QA/QC quantities	0	0	2	0	0	0	0	2
	Special Provisions								
	update specs	1	0	10	8	0	0	0	19
	QA/QC specs	2	0	0	5	0	0	3	10
	Print plans	0	0	0	0	0	7	3	10
	Submit plans to CLV and utilities	0	0	0	0	0	0	3	3
	SUBTOTAL	39	6	150	174	249	216	9	843
TASK 8	90% LANDSCAPE / IRRIGATION DESIGN								
	address 60% CLV comments	0	6	1	0	12	0	0	19
	90% Irrigation Design	0	8	1	0	14	4	0	27
	90% Landscape Design	0	18	1	0	18	4	0	41
	Update specifications	0	5	0	0	3	0	3	11
	QC/QA Streetscape plans	3	5	0	0	0	0	0	8
	SUBTOTAL	3	42	3	0	47	8	3	106
TASK 9	FINAL DESIGN (100%)								
	Horizontal and vertical design								
	address 90% CLV comments	1	0	5	0	8	16	0	30
	100% demo limit design	0	0	2	0	4	4	0	10
	100% horizontal alignment design	1	0	12	0	20	24	0	57
	100% vertical alignment design	1	0	12	0	24	27	0	64
	update typical sections	0	0	2	0	3	3	0	8
	QA/QC roadway plans	3	0	5	0	0	0	0	8
	Overhead Utility relocation design								
	update conduit alignment design	1	0	3	0	5	0	0	9
	QA/QC powerline relocation plans	1	0	1	0	0	0	0	2
	Signing and marking design								
	address 90% CLV comments	0	0	2	0	0	6	0	8
	100% signing and marking design	0	0	4	2	8	4	0	18
	QA/QC signing and marking plans	2	0	4	0	0	0	0	6
	Traffic Signal design								
	address 90% CLV comments	0	0	1	16	18	0	0	35
	100% traffic signal design	0	0	4	45	55	0	0	104
	QA/QC traffic signal plans	3	0	1	5	0	0	0	9

EXHIBIT "C"
MAN-HOUR ESTIMATE
BONNEVILLE/CLARK

TASK	DESCRIPTION	Kimley-Horn							KHA SUBTOTAL
		SE	SLA	PM	PE	EA/LA	CADD	CLER	
	Street light and interconnect design								
	address 90% CLV comments	0	0	1	3	6	0	0	10
	100% street light design	0	0	2	7	0	6	0	15
	100% interconnect design	0	0	2	5	0	6	0	13
	QA/QC street light and interconnect plans	0	0	2	3	0	0	0	5
	Storm Drain design								
	respond to comments	0	0	1	1	1	0	0	3
	100% Storm Drain design	0	0	1	1	2	0	0	4
	QA/QC	1	0	1	0	0	0	0	2
	Quantities								
	update construction quantities	0	0	2	2	8	6	0	18
	update opinion of probable cost	0	0	1	1	0	0	0	2
	QA/QC quantities	2	0	2	0	0	0	0	4
	Special Provisions								
	update specs	1	0	8	6	0	0	0	15
	QA/QC specs	2	0	4	3	0	0	0	9
	Construction Phasing Plan								
	Phasing plan, drafting and exhibit	0	0	3	0	0	7	0	10
	QA/QC phasing plan	1	0	0	1	0	0	0	2
	Print final mylars	0	0	0	0	0	8	4	12
	Seal plans	0	0	3	0	0	0	0	3
	Submit mylars to CLV	0	0	0	0	0	0	2	2
	SUBTOTAL	20	0	91	101	162	117	6	497
TASK 10	FINAL LANDSCAPE/IRRIGATION DESIGN (100%)								
	address 90% CLV comments	0	5	1	0	8	0	0	14
	100% Irrigation Design	0	4	1	0	6	0	0	11
	100% Landscape Design	0	6	1	0	12	5	0	24
	Specifications	0	4	0	0	4	0	0	8
	QA/QC Landscape, irrigation, hardscape, and lighting plans	3	4	0	0	0	0	0	7
	Print final mylars	0	0	0	0	3	0	0	3
	Seal Plans	0	1	0	0	0	0	0	1
	SUBTOTAL	3	24	3	0	33	5	0	68
TASK 11	BIDDING								
	attend pre-bid meeting	0	3	3	0	0	0	0	6
	attend bid opening	0	3	3	0	0	0	0	6
	address/answer contractor clarifications	0	2	6	2	0	3	0	13
	SUBTOTAL	0	8	12	2	0	3	0	25
TASK 12	CONSTRUCTION SERVICES								
	attend weekly construction meetings (assume 9 month duration)	0	9	60	9	9	0	0	87
	address construction submittals, rfi's, contractor questions, coordination	6	6	40	10	10	10	6	88
	SUBTOTAL	6	15	100	19	19	10	6	175
TASK 13	ADDITIONAL ROADWAY ENGINEERING								
	Roadway redesign due to Forest City modifications	2	3	15	5	20	20	3	68
	Roadway redesign due to Environmental comments	2	2	16	4	20	20	3	67
	SUBTOTAL	4	5	31	9	40	40	6	135
TASK 14	MAIN / GARCES TRAFFIC SIGNAL (RTC)								
	Field visits and investigation	0	0	2	6	6	0	0	14
	Traffic Signal Design 60% (includes QA/QC)	0	0	2	30	24	4	4	64
	Intersection Striping and marking Design (includes QA/QC)	1	0	2	2	4	4	0	13
	Traffic Signal/Striping and Marking Design 90% (includes QA/QC, resp. to comments)	1	0	3	12	12	5	2	35
	Traffic Signal Design Final (includes QA/QC, responding to comments	1	0	3	6	6	4	2	22
	SUBTOTAL	3	0	12	56	52	17	8	148
TASK 15	INITIAL ENVIRONMENTAL SUPPORT								
	Initial Support and review of CLV CE submittal			2	60			2	64
	Historical Assessment Survey and Coordination			2	5				7
	SUBTOTAL	0	0	4	65	0	0	2	71
TASK 16	UTILITY POTHOLES								
	Coordination with potholing company			2				2	4
	Create Pothole exhibits for distribution to TBE and CLV			1		2			3
	Show pothole information on roadway plan sheets			1		6			7
	SUBTOTAL	0	0	4	0	8	0	2	14
TASK 17	ASBESTOS SURVEY								
	Coordination with survey company			3				3	6
	Create demo exhibits for surveyor			1		2			3
	SUBTOTAL	0	0	4	0	2	0	3	9
	END OF CITY OF LAS VEGAS BASIC SERVICES								
AS	UNAUTHORIZED ADDITIONAL SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	GRAND TOTAL	126	207	740	707	1,174	690	115	3,759

EXHIBIT "D"
FEE ESTIMATE
BONNEVILLE/CLARK - PHASE I
MAIN ST. TO LAS VEGAS BOULEVARD

LABOR EFFORT

PHASE 1 - Main St. to Las Vegas Blvd. TASK	TASK NAME	SE $190	SLA $165	PM $180	PE $160	EA/LA $125	CADD $105	CLER $70	KHA ESTIMATED FEE	KHA EST. EXP.	KHA ESTIMATED TOTAL	SUB-CONSULTANT FEE	TOTAL FEE	ORIGINAL CONTRACT (JAN-08)	AMENDMENT CONTRACT (OCT-09)
1	PROJECT MANAGEMENT	$0	$5,445	$15,300	$6,400	$4,125	$1,155	$2,940	$35,365	$0	$35,365		$35,365	$35,365	$0
2	UTILITY COORDINATION	$0	$0	$5,940	$3,200	$625	$1,890	$630	$12,285	$0	$12,285		$12,285	$12,285	$0
3	TOPOGRAPHIC SURVEY	$380	$0	$2,160	$0	$3,125	$945	$0	$6,610	$0	$6,610	$31,000	$37,610	$27,931	$9,679
4	HYDROLOGIC AND HYDRAULIC ANALYSIS	$1,330	$0	$2,160	$7,520	$7,750	$0	$420	$19,180	$0	$19,180		$19,180	$19,180	$0
5	60% DESIGN PHASE I	$6,270	$990	$31,860	$27,840	$44,250	$24,780	$910	$136,900	$0	$136,900		$136,900	$136,900	$0
	60% DESIGN PHASE I INTERIM	$3,230	$0	$14,040	$8,320	$20,250	$11,550	$280	$57,670	$0	$57,670		$57,670	$57,670	$0
6	60% LANDSCAPE/IRRIGATION DESIGN PHASE I	$1,140	$11,220	$1,260	$0	$10,375	$0	$0	$23,995	$0	$23,995		$23,995	$23,995	$0
7	90% PREFINAL DESIGN	$7,410	$990	$27,000	$27,840	$31,125	$22,680	$630	$117,675	$0	$117,675		$117,675	96485	$21,190
8	90% LANDSCAPE/IRRIGATION DESIGN PHASE I	$570	$6,930	$540	$0	$5,875	$840	$210	$14,965	$0	$14,965		$14,965	$14,965	$0
9	FINAL DESIGN (100%) PHASE I	$3,800	$0	$16,380	$16,160	$20,250	$12,285	$420	$69,295	$0	$69,295	2500	$71,795	66855	$4,940
10	FINAL LANDSCAPE/IRRIGATION DESIGN PHASE I	$570	$3,960	$540	$0	$4,125	$525	$0	$9,720	$0	$9,720		$9,720	$7,868	$1,850
11	BIDDING	$0	$1,320	$2,160	$320	$0	$315	$0	$4,115	$0	$4,115		$4,115	$0	$4,115
12	CONSTRUCTION SERVICES	$1,140	$2,475	$18,000	$3,040	$2,375	$1,050	$420	$28,500	$0	$28,500		$28,500	$0	$28,500
13	ADDITIONAL ROADWAY ENGINEERING	$760	$825	$5,580	$1,440	$5,000	$4,200	$420	$18,225	$0	$18,225		$18,225	$0	$18,225
14	MAIN / GARCES TRAFFIC SIGNAL (RTC)	$570	$0	$2,160	$8,960	$6,500	$1,785	$560	$20,535	$0	$20,535	$4,000	$24,535	$24,535	$0
15	INITIAL ENVIRONMENTAL SUPPORT	$0	$0	$720	$10,400	$0	$0	$140	$11,260	$0	$11,260	$9,700	$20,960	0	$20,960
											ORIGINAL CONTRACT SUBTOTAL		$45,495	**$524,034**	
												OTHER EXPENSES			
16	UTILITY POTHOLES	$0	$0	$720	$0	$1,000	$0	$140	$1,860	$0	$1,860	$23,000	$24,860	0	$24,860
17	ASBESTOS SURVEY AND CERTIFICATION	$0	$0	$720	$0	$250	$0	$210	$1,180	$1	$1,181	$27,000	$28,181	0	$28,181
													AMENDMENT BASIC SERVICE SUBTOTAL		**$162,500**
AS	UNAUTHORIZED ADDITIONAL SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$87,500	$0	$87,500	$0	$87,500	$0	$87,500
														AMENDMENT TOTAL	**$250,000**

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: Kimley-Horn and Associates, Inc.
Address: 2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119
EIN or DUNS: 56-0885615

Block 2 **Description**

Bonneville/Clark One-Way Couplet:
Main Street to Las Vegas Boulevard

Contract Amendment
Contract No.

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

ATTACHMENT 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Associates Group Services, Inc.	3001 Weston Parkway Cary, NC 27513	919-677-2000
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

Michael Colby
Name

10/13/09
Date

Subscribed and sworn to before me this 13th day of October, 2009

Cynthia R. Dunn
Notary Public

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: Kimley-Horn and Associates, Inc.
Address: 2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119
EIN or DUNS: 56-0885615

Block 2 **Description**

Bonneville/Clark One-Way Couplet:
Main Street to Las Vegas Boulevard

Contract Amendment
Contract No.

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

ATTACHMENT 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Associates Group Services, Inc.	3001 Weston Parkway Cary, NC 27513	919-677-2000
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

Michael Cahill
Name

10/13/09
Date

Subscribed and sworn to before me this 13th day of October, 2009

Cynthia R. Dunn
Notary Public

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 2, 2009
DEPARTMENT: Public Works
ITEM DESCRIPTION: Amendment No. 1 to Agreement No. 100118-LD, Engineering Design Services Agreement for Bonneville/Clark One-way Couplet

On November 19, 2003, City Council approved agenda item # 35 for the award of an agreement with Kimley-Horn and Associates, Inc. to provide engineering design services. The original agreement provided a design to convert Bonneville Ave. into an eastbound one-way road from 1st Street to Maryland Parkway, convert Clark Ave. into a one-way road from Charleston Blvd. to 1st Street, convert 1st Street into a southbound one-way road between Clark Ave. & Bonneville Ave. & widen Bonneville Ave. from Main Street to 1st Street. The design will include landscaping, streetscaping, utility relocations, drainage improvements and roadway & traffic signal improvements. The project was placed on-hold by the City of Las Vegas and the Scope of Services were amended resulting in an increase in cost to Kimley-Horn and Associates, Inc. The new Scope of Services will convert Bonneville Ave into an eastbound one-way road from 1st Street to Las Vegas Blvd, convert Clark Ave. into a westbound one-way road from Las Vegas Blvd to 1st Street, convert the alleyway between 1st Street and Casino Center Blvd into a southbound one-way road between Clark Ave. and Bonneville Ave. and will widen Bonneville Ave from Main Street to the alleyway between 1st Street and Casino Center to provide 2 lanes of traffic in each direction.

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090227-CW, Radiological Services - Department of Fire and Rescue - Award recommended to: DESERT RADIOLOGY ($60,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $60,000
Funding Source: General Fund
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
This contract provides for an annual requirements agreement for radiological services for Fire and Rescue personnel at negotiated and Medicare fee schedule pricing. All suppression employees receive annual x-rays as required by Presumptive Worker's Compensation law.

PCC: C. White
POC: Dori Davis - (702) 382-3261

RECOMMENDATION:
That City Council approve award of Contract No. 090227-CW, Radiological Services to Desert Radiological in the estimated annual amount of $60,000 from date of award until October 31, 2010 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 090227-CW

CONTRACT FOR RADIOLOGICAL SERVICES

THIS CONTRACT 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 DESERT RADIOLOGISTS (hereinafter the "Company") having its principal office located at 2020 Palomino Lane, Suite 100, Las Vegas, Nevada 89106.

SECTION A – Contract Form

The subject matter of this Contract is the performance of Radiological Services for the City's Department of Fire & Rescue.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Abnormal Results"* means those testing results that are not typical or regular; or unusual and not normally found. Abnormal results are those that cause a "heightened sense" of interest or concern for the Patient's overall well being.

(b) *"Average Wholesale Price"* means those prices generally reflecting discounts afforded buyers of large quantities of those buyers who purchase for resale.

(c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(d) *"City"* means the City of Las Vegas.

(e) *"City Council"* means the governing body of the City of Las Vegas.

(f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(g) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(h) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(i) *"Contrast"* means a dye injected during X-ray studies, CT or MRI, to enhance the image of a tumor.

(j) *"CT"* means Computerized Axial Tomography and specifically medical diagnosis through any of several techniques for making detailed X-rays of a predetermined plane section of a solid object while blurring out the images of other planes.

(k) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(l) *"HIPAA"* means the Health Insurance Portability and Accountability Act (HIPAA) providing for the security and privacy of health data.

(m) *"Medicare Fee Schedule"* means the publication issued by Medicare stating the maximum payable benefit for specific services provided there under.

(n) *"MRI"* means Magnetic Resonance Imaging which is the use of a nuclear magnetic resonance spectrometer to produce electronic images of specific atoms and molecular structures in solids, especially human cells, tissues, and organs.

(o) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(p) *"Patient"* means the person who is provided Radiological Services under the terms and conditions of this Contract.

(q) *"PET" means* Positron Emission Tomography and which is a computer-generated image of a biological activity within the body is produced through the detection of gamma rays that are emitted when introduced radionuclides decay and release positrons.

(r) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(s) *"Radiological Services"* means all of the services offered at that time by the Company whidch involves the use of radioactive substances in diagnosis and treatment of disease (e.g. X-rays, ultrasonic testing, mammograms, etc.).

(t) *Radiological Specialist"* means a person who through experience, education, certification, or a combination of all, is considered to possess specialized knowledge and capabilities which are necessary to provide for Radiological Services required under this Contract.

(u) *"Sterile Trays and Supplies"* means the sterile trays and related medical supplies specifically required and used for thetests set forth in Paragraph B-3 Prices/Costs (d) which are discarded and not reused in future tests

(v) *"24/7"* means twenty-four hours a day, seven days per week.

B-2 Contract Type

The Contract provides for the payment of a fixed amount for the services provided under this Contract. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) With the exception of those services specifically listed in B-3 Prices/Costs (d), the Company shall bill the City in accordance with the then current Medicare Fee Schedule.

(b) The Company shall provide the Project Manager with a written copy of the then current Medicare Fee Schedule and all subsequent changes. Failure to provide current Medicare Fee Schedule prior to service billing shall result in services being payable only to the extent of the lower of the Medicare Fee Schedule previously provided to the City and the current Medicare Fee Schedule.

(c) In the event that a service is not covered under the Medicare Fee Schedule or specifically listed in B-3 Prices/Costs (d), the City will pay seventy (70%) percent of the Company's reasonable and customary charge for such service, until such time as the parties agree on the cost to be billed for the service.

(d) For the services provided in connection with the tests listed below, the City will pay the Company the following:

Item No.	Description of Service	Fee
1	CT with Contrast	$375.00
2	CT without Contrast	$400.00
3	CT with and without Contrast	$450.00
4	CXR 2 view	$55.00
5	MRI with Contrast	$550.00
6	MRI without Contrast	$600.00
7	MRI with and without Contrast	$650.00
8	PET (whole body)	$1875.00
9	PET (single organ)	$1700.00
10	Thyroid US	$125.00

(e) In addition to the amounts listed above in the Company shall bill for the radiopharmaceuticals used in connection with the test at the Average Wholesale Price and the Sterile Trays and Supplies at the Company's actual cost.

(f) The above compensation shall be all-inclusive and no additional charges (e.g. travel time, meals, lodging, etc.) shall apply when Radiological Services are so provided within the confines of Clark County, Nevada.

(g) The Company shall invoice any initial partial month at the end of such month. The Company shall invoice subsequent periods on a monthly basis.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) the associated purchase order number; and
(v) patient identifier

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

Copy to: Support Services
City of Las Vegas
3140 East Bonanza
Las Vegas, Nevada 89101

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through October 31, 2010.

(b) The City will have the option of extending the performance of Radiological Services for up to four (4) one-year periods. The option shall be exercised by the City. The City will provide the Company with written notice thirty (30) days prior to expiration of the Contract. Exercise of a one-year option period does not commit the City to exercise further options. The Company may increase the fees up to three (3%) percent per year for each option period, if substantiated through a recognized economic indicator and provided written notice is given to the City at least sixty (60) days in advance of the beginning a an option period. Failure to notify the City of a price increase within the 30-day period will result in the new option year being priced the same as the previous year.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the equipment, materials, labor and supervision which is necessary to perform the Radiological Services in support of the City's Department of Fire & Rescue. The Company shall make available a fully qualified Radiological Specialist to perform the duties set forth in this Contract, Monday through Friday, 8:00 am to 5:00 pm (MST) excluding Federal holidays. Extended hours may be available at specific Company locations and for specific Radiological Services.

C-2 Deliverables

(a) The Company shall provide comprehensive detailed examination results, as applicable, with each Radiological Test.

(b) The Company shall provide, through both fax and United States Mail, all Deliverables to the referring physician within twenty-four (24) hours of Patient testing.

(c) The Company shall provide the referring physician 24/7 telephone access of test results within four (4) hours of the completion of the test.

(d) Deliverables shall be in hard copy and if available, electronic form. Electronic documents shall be MS Word 2000TM and/or MS Excel 2000TM formats.

(e) The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by the Company during the performance of services for which it has been compensated shall become the property of the City and shall be delivered to the City's representative upon completion of termination of the Contract, whichever occurs first.

(f) The Deliverables prepared by the Company shall be reviewed and approved by the City as to compliance with the requirements of the Contract. The City's approval of a Deliverable shall not be unreasonably withheld.

C-3 Place of Performance

(a) The Company shall provide access to Radiological Services at the following locations:

(i) Desert Radiologists – Palomino
2020 Palomino Lanes, Suite 100
Las Vegas, Nevada 89106

(ii) Desert Radiologists – Eastern
3920 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89119

(iii) Desert Radiologists – Cathedral Rock
7200 Cathedral Rock Drive, Suite 230
Las Vegas, Nevada 89128

(b) The Company shall provide to the Project Manager a current list of names of those Radiological Services available at each individual Company location. All Services may not be available at all locations.

C-4 Notification of Abnormal Results

The Company shall immediately and without delay notify the referring physician of Abnormal Results found in the Radiological Testing of any Patient. Oral notification shall be made to the designated City contact or City Staff Physician and shall be followed by delivery of Deliverables as set forth in Paragraph C-3.

C-5 HIPAA

The Company shall provide for the security and privacy of health data as defined by the Health Insurance Portability and Accountability Act (HIPAA).

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Dr. Robert Poliner, MD
Desert Radiologists
2020 Palomino Lane, Suite 100
Las Vegas, Nevada 89106
Fax: 702-759-8812

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Dr. Lawrence Pellegrini as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance

regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Dori Davis as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for

the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance: [CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

(iii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iv) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

(v) If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(vi) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully

disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) 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 the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this

contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract 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.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

None

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-16-09

Deputy City Attorney Date

DESERT RADIOLOGISTS

DORI DAVIS, Contracts Director

"Company"

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 080160-TB, Associated High Performance Tennis Professionals for the Amanda and Stacy Darling Tennis Center located at 7901 West Washington Avenue - Department of Leisure Services - Award recommended to: NEVADA ELITE TENNIS TRAINING, INC. ($100,000 - General Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: General Fund
Dept./Division: Leisure Services

PURPOSE/BACKGROUND:
This contract provides for the procurement of high performance tennis instruction and coordination of a high performance youth tennis program for the regional training center at the Stacy and Amanda Darling Tennis Center. All fees paid for tennis instruction are recovered through class registration. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Boyce
POC: Saad Ashaf - (702) 524-2974

RECOMMENDATION:
That City Council approve award of Contract No. 080160-TB, Associated High Performance Tennis Professionals for the Amanda and Stacy Darling Tennis Center to Nevada Elite Tennis Training, Inc. in the estimated annual amount of $100,000 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 080160-TB

CONTRACT FOR INSTRUCTIONAL SERVICES
HIGH PERFORMANCE TENNIS INSTRUCTION SERVICES

THIS CONTRACT 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 NEVADA ELITE TENNIS TRAINING INC. (hereinafter the "Company") having its principal office located at 382 Cavoli Court, Las Vegas, Nevada 89128.

SECTION A – Summary of Contract

This contract retains the services of the Company for the purposes of providing associated tennis professionals tp provide high performance tennis instruction to help coordinate the regional training center at the DTC for the Department of Leisure Services for the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *DTC"* means the Amanda and Stacy Darling Tennis Center located at 7901 West Washington Avenue, Las Vegas, Nevada 89128.

(i) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(j) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(k) *"United States Tennis Association or USTA"* means the national governing body for the sport of tennis in the United States.

B-2 Contract Type

The Contract type is labor hour. The contract has an estimated value of $100,000 (one hundred thousand dollars) which is expected to sufficiently fund services for a period of one (1) year. This is a Non-Exclusive Contract.

B-3 Prices/Costs/Schedule

(a) The City will pay the Company the following amounts based on lessons or programs provided:

Item No.	Description	Quantity	Amount
1	High performance drop in per person	Per 1.5 hours	$11.25
2	High performance drop in per person	Per hour	$ 7.50
3	High performance group 3 people	Per hour	$50.00
4	High performance semi-private per person	Per hour	$25.00
5	High performance junior group	Per half hour	$ 25.00
6	High performance junior group	Per 1.5 hours	$ 60.00
7	High performance junior private	Per 1.5 hours	$ 60.00
8	High performance junior private	Per hour	$ 40.00
9	High performance junior	Per half hour	$ 20.00
10	High performance junior conditioning per person	Per hour	$ 5.00
11	High performance program	Per hour	$ 50.00
12	High performance program per person	Per program	$ 6.00

(b) The City will pay the Company the following amount for performance specified in paragraph C-2 "Scope of Work High - Performance Management Program and Regional Training Center":

Item No.	Description	Quantity	Amount
13	High Performance Management Program	14 days	$692.00

B-4 Invoices

(a) The City will issue a Purchase Order subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any services. The Contract number will be reflected on the face of the Purchase Order.

(b) The Instructor shall submit a detailed invoice to the City after delivery of the services. All invoices should include the following:

i. Company name and address,

ii. Reference to the assigned Purchase Order and Contract number,

iii. Date and number of the invoice,

iv. Identification of charges against specific Contract item numbers, and

v. Any other information (e.g., item description, quantity) necessary to ascertain the services for which payment is requested.

Upon acceptance of the services by the City and reconciliation of all errors, corrections and credits, payment will be made within seven (7) calendar days.

(c) Invoice(s) shall be submitted to:

i. City Project Manager
Darling Tennis Center
7901 W. Washington Avenue
Las Vegas, Nevada 89128

ii. Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, Nevada 89101

B-5 Performance Period

The performance period commences from Award Date and continues through December 31, 2010 or until funding is exhausted, with four (4) one-year renewal periods, at the City's option. The City shall provide written notice to the Company of such extension(s), and the Company shall not assume an automatic renewal. The exercise of any option period does not commit the City to exercise further options.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the following services:

(a) Tennis lessons for the City of Las Vegas Leisure Services Program

(b) Promotion of DTC instructional programs, tournaments and socials

(c) Attend scheduled tennis pro and DTC staff meetings

(d) Maintain DTC equipment

C-2 Scope of Services- High Performance Management Program and Regional Training Center

(a) The Company shall provide instructors that meet the minimum requirements of training and experience. This training or experience must include either college level play and/or pro circuit level play, teaching and/or 5 (five) years coaching experience and United States Professional Tennis Association certification.

(b) The Company will be responsible for the overall quality and development of all DTC junior tennis programs instruction and supervision of junior tennis programs.

(c) The Company will be responsible for working with the City's Project Manager and in cooperation with the Head Tennis Professional to aid in recruitment, development and retention of junior tennis players of all ages and abilities

(d) The Company's duties will include providing leadership, high performance coaching and training and mentoring to assistant tennis instructors.

(e) The Company shall administer associate tennis professionals on court training sessions and professional development training at the DTC professionals that assist in the junior developmental programs and DTC high performance program.

(f) The Company shall maintain USTA High Performance Coach designation.

(g) The Company shall assist DTC Coordinator in the planning, development, and coordination of the USTA High Performance Regional Training Sessions.

(h) The Company shall coordinate with the USTA National Coaching staff on implementation of camps training regimens and periodization training for Sectional High performance junior tennis players.

(i) The Company shall assist the DTC Coordinator and the DTC Head Tennis Professional in the development and coordination of the junior pathway programs and development of high achieving junior tennis players which include but are not limited to annual clinics, private instruction, summer camps, events and tournaments.

(j) The Company shall provide knowledgeable and up to date information to DTC teaching professionals, parents and participants on USTA National and Intermountain USTA ranking and endorsement requirements.

(k) The Company shall plan and administer a minimum of three (3) parent meetings annually to educate, answer questions, and provide information on the DTC tennis pathway and USTA junior tennis requirements, rules and regulations.

(l) The Company will assist DTC Coordinator with DTC junior tournaments, planning, coordination and scheduling.

(m) The Company will be responsible for performing administrative duties to include assistance with the planning, scheduling and assessment of the DTC programs.

(n) The Company will ensure that tennis professionals for the junior programs are teaching in a professional manner, take care of the tennis equipment and courts.

C-3 Deliverables

The Company shall provide the following deliverables:

(a) Weekly teaching schedule by Friday preceding the start of the schedule

(b) Record all lessons on daily count sheets;

(c) A detailed list of equipment needed for DTC junior programs.

(d) A weekly report detailing the tennis professionals that taught DTC junior programs and the actual number of hours of on court instruction for each tennis professionals. This report is due every Tuesday.

(e) The Company shall provide monthly reports due by the 10th of following month to the DTC Coordinator with results and achievements of players in the DTC High Performance Program.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

i. received by the party to whom it is directed by hand delivery or personal service, or

ii. transmitted by facsimile with confirmation of transmission, or

iii. sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas Manager, Purchasing and Contracts City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964
FOR THE COMPANY:	Saad Ashraf Nevada Elite Tennis Training Inc. 382 Cavoli Court Henderson, Nevada 89128 Tel: (702) 524-2974

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/ DTC Coordinator / DTC Head Tennis Professional /Company Representative

(a) The City designates Sandra Foley; (702) 229-6678; sfoley@lasvegasnevada.gov, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The City designates Sandy Foley (702) 229-6678 sfoley@lasvegasnevada.gov as the DTC Coordinator for this Contract. The City will provide notice to the Company, should there be a subsequent DTC Coordinator.

(c) The City designates Misha Yevtich myevtich@lasvegasnevada.gov as the DTC Head Tennis Professional for this Contract. The City will provide notice to the Company, should there be a subsequent DTC Head Tennis Professional.

(d) The Company designates Saad Ashraf as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Background Check Requirements:[CAO-1/12/09] **R**

(a) All individuals, companies, their employees and/or volunteers who will have unsupervised contact with children or seniors over the age of 65 during the course of their performance of this contract with the City of Las Vegas shall, prior to commencing services, submit to a criminal background check at the contractor's expense. Upon successful completion of the Nevada State fingerprint check, the Company may begin performance of this Contract. However, further performance of this Contract may be terminated pending the outcome of the remaining criminal background checks.

(b) The Company will not place any employee or volunteer in a City of Las Vegas location that has not successfully completed the criminal background check.

(c) Any employee or volunteer convicted of a sex crime or a crime against children will not be placed in a City of Las Vegas location.

(d) Criminal Background Searches shall be completed by the City of Las Vegas. All expenses associated with the City of Las Vegas conducting the search will be paid by the contractor and remitted to the City of Las Vegas at the time the Criminal Background Search is initiated.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO11/09/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

i. Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

ii. Make progress, so as to endanger performance of this Contract; or

iii. Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) Failure to submit to a subsequent background check, at the City of Las Vegas' discretion, shall be grounds to terminate this contract.

(h) Failure to pass a subsequent criminal background check shall be grounds to terminate this contract.

(i) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph 5.1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section 5.3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO 1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

i. Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

If the Company is a sole proprietor, paragraph E-5 (a) (i), above, does not apply. Company will execute affidavit at Exhibit A in lieu of providing said insurance.

ii. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) 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 the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance Company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

(c) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Order of Precedence [CAO-7/24/08

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

i. Description of services to be performed.
ii. Time of performance (i.e., hours of the day, days of the week, etc.).
iii. Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract 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.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

NONE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-18-09

Deputy City Attorney Date

NEVADA ELITE TENNIS TRAINING, INC

SAAD ASHRAF, Owner

"Company"

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to appraise and negotiate for real property for the future widening of Bonneville Avenue located on the northeast corner of Bonneville Avenue and Main Street, commonly known as 2 East Bonneville Avenue, being a portion of the Northwest Quarter of the Southwest Quarter of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, APNs 139-34-311-005 and -006 ($25,000 Regional Transportation Commission (RTC)-Gas Tax) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $25,000
Funding Source: RTC-Gas Tax
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
A portion of this property is required for the future widening of Bonneville Avenue. The area being appraised consists of approximately a little more or less than 1,260 square feet.

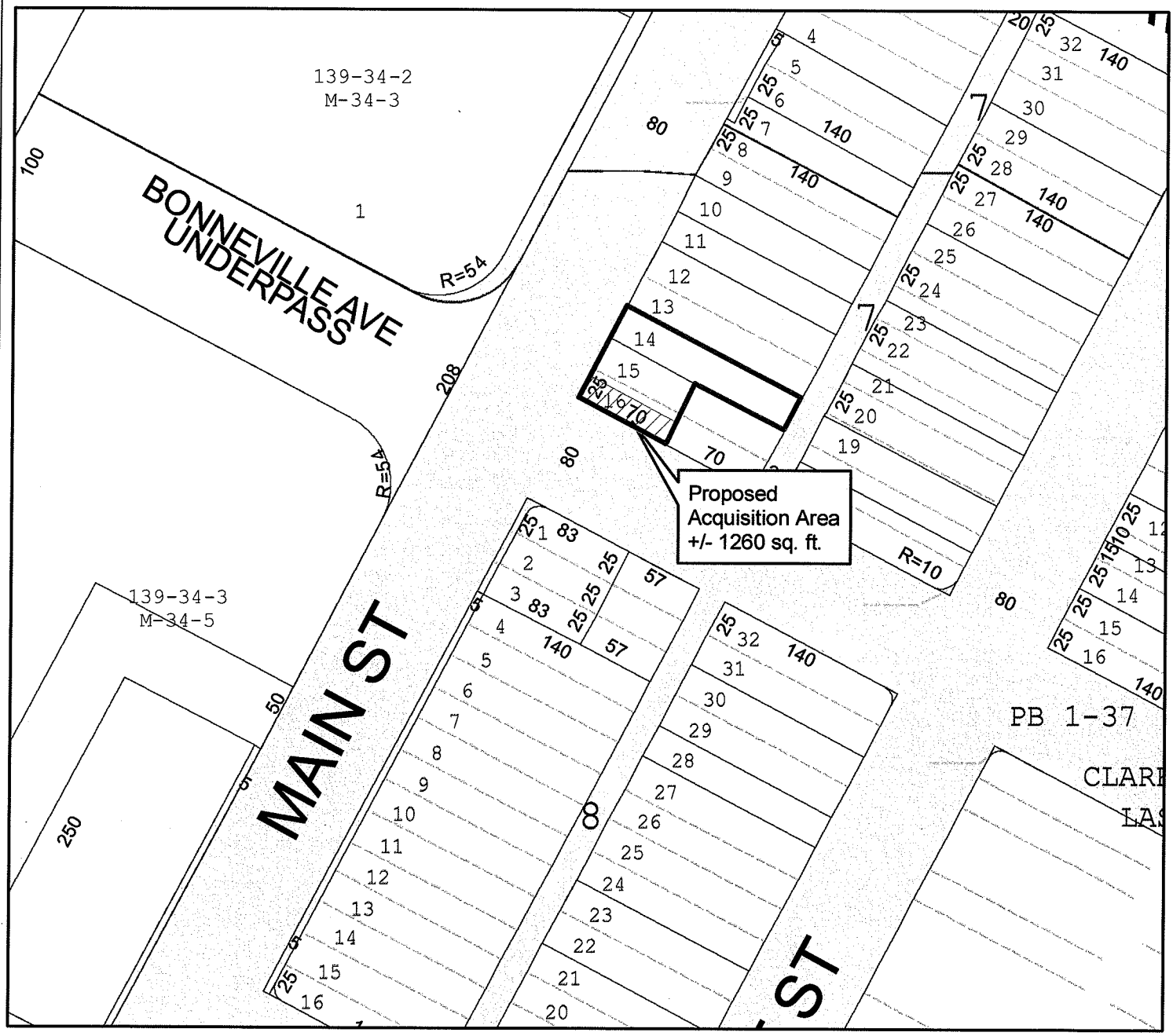
RECOMMENDATION:
Approval

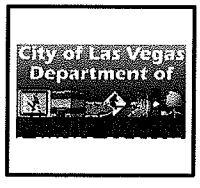
BACKUP DOCUMENTATION:
Map

City of Las Vegas Downtown Area

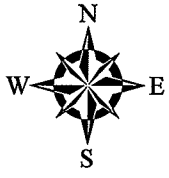
2 E. BONNEVILLE AV.

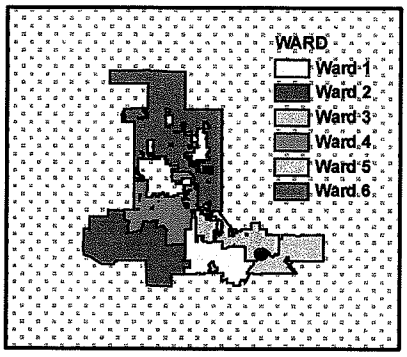
APN'S 139-34-311-005, -006











Created by: City of Las Vegas, Right-of-Way on Nov. 6 2009

Due to continuous development activity
this map is for reference only.

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) to define maintenance responsibility for the construction of multi-use path and pedestrian crossings at Rainbow Boulevard and Decatur Boulevard for the Bonanza Trail project located within portions of the US-95 right-of-way between Tenaya Way and Decatur Boulevard - Wards 1 and 5 (Tarkanian and Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Cooperative Agreement will establish maintenance responsibility for those portions of the Bonanza Trail project within NDOT right-of-way and allow NDOT to issue an Occupancy Permit for the project. The project includes a pedestrian undercrossing at Rainbow Boulevard and pedestrian bridge that will span across Decatur Boulevard. This project will provide connectivity for existing portions of the Bonanza Trail.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative Agreement

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Las Vegas, a political subdivision of the State of Nevada, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the DEPARTMENT has constructed a Multi-Use Path from Lorenzi Street to Jones Boulevard along US 95 in Las Vegas, Nevada, known as the Bonanza Trail; and

WHEREAS, the CITY desires to make improvements to the Bonanza Trail, extending the Multi-Use Path beyond its current boundaries, and desires to construct a Pedestrian Under Crossing at Rainbow Boulevard and a Pedestrian Bridge at Decatur Boulevard, as shown in Attachment "A", hereinafter known as the PROJECT; and

WHEREAS, the purpose of this Agreement is to establish responsibilities for construction, improvement, repair, and maintenance of the Bonanza Trail Multi-Use Path; and

WHEREAS, the construction, improvement, repair, and maintenance provided by the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT and the CITY are willing and able to perform the services described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – CITY AGREES:

1. To construct, improve, repair and maintain the Multi-Use Path (also known as the Bonanza Trail) as designated in Attachment "A" as soon as the DEPARTMENT's Revocable Occupancy Permit(s) is received.

2. To construct, improve, repair, and perform routine and structural maintenance of the Bonanza Trail Pedestrian Under Crossing at Rainbow Boulevard and Pedestrian Bridge at Decatur Boulevard as shown in Attachment "A" as soon as the DEPARTMENT's Revocable Occupancy Permit(s) is received.

3. To assume the responsibility for street sweeping the existing Bonanza Trail between Lorenzi Street and Jones Boulevard as designated in Attachment "A".

4. To give notice to the DEPARTMENT as to the segments of the Multi-Use Path for which the CITY has responsibility (for the construction, improvement, repair and maintenance) as designated in Attachment "A" until such time responsibility has been assumed by the CITY for all segments of the Multi-Use Path as shown in Attachment "A".

5. The City is responsible for improvement of the twelve (12') foot wide Multi-Use Path and five (5') foot beyond edge of path as designated in Attachment "A".

6. To be responsible for Multi-Use Path lighting, including utility costs for lights and signage as designated in Attachment "A".

7. CITY is responsible for the modification and maintenance of the drainage facilities at the northwest corner of Westcliff Drive and Rainbow Boulevard.

8. To administer and assume all costs, except as otherwise provided by this Agreement, associated with the construction, improvement, repair and maintenance of the Multi-Use Path as designated in Attachment "A".

9. To amend this agreement if any landscaping is included into the portions of the Bonanza Trail covered by the Agreement.

10. To defend and bear all costs of litigation which alleges an adverse interest to that of the DEPARTMENT in the Multi-Use Path allowed pursuant to the Revocable Occupancy permit(s) from the DEPARTMENT to the CITY including the cost of any award stemming from said litigation.

ARTICLE II – DEPARTMENT AGREES:

1. To maintain the title and interest of the highway right-of-way easement (conveyed by the Bureau of Land Management) that the Multi-Use Path will occupy.

2. To provide a Revocable Occupancy Permit(s) sufficient to allow CITY to construct, improve, repair and maintain a Multi-Use Path that the CITY will construct as designated in Attachment "A".

3. To support the dedication of Southern Nevada Public Lands Management Act (SNPLMA) funds for the improvement of Multi-Use Path.

4. To assume responsibility for structural integrity of non-Multi-Use Path areas which may include, but are not limited to, fencing, retaining walls, sound walls, landscaping, and lighting. DEPARTMENT shall not assume responsibility for privately owned structures adjacent to Multi-Use Path.

5. To provide general maintenance which shall include, but is not limited to, graffiti removal and litter pick up.

6. To support the PROJECT and the Bureau of Land Management's Recreation and Public Purpose Lease and the amendment to the Lease. The DEPARTMENT supports the title and interest of the CITY for the Multi-Use Path sufficient to allow the CITY to maintain the Multi-Use Path, while ensuring that the integrity of the DEPARTMENT's right-of-way is not reduced and reserving unto DEPARTMENT the easement interests.

7. To invoke the DEPARTMENTs authority under NRS 408.210 (4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

8. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2011 or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. That the mutual duties and obligations in regard to the Multi-Use Path, shall commence on the date the Agreement is entered into as indicated above, and shall remain in full force and effect until terminated by either party in accordance with the provisions in Article III, Paragraph Number 4.

3. That, it is anticipated by the parties that the only funds to be dedicated to the reconstruction and improvement of the Multi-Use Path will be Southern Nevada Public Land Management Act funds. It is mutually understood that all costs associated with bringing the Multi-Use Path in compliance will be borne by the CITY. No DEPARTMENT funds are available for upgrading the aforementioned Multi-Use Path.

4. This Agreement may be terminated, or partially terminated, by (a) either party giving sixty (60) days notice to the other party of its intent to so terminate this Agreement, in which event this Agreement shall cease to be effective and in force between the parties sixty (60) days from the date that the notice is deposited with the United States Postal Service, or (b) pursuant to statutory procedures available to DEPARTMENT with regard to State highways.

5. Any notice referred to in this Agreement contemplates written notice. Said written notice shall be directed to the parties at the following addresses:

FOR DEPARTMENT:
Susan Martinovich, P.E., Director
Attn: Rudy Malfabon, P.E.
Deputy Director, Southern Nevada
Nevada Department of Transportation
123 E. Washington Avenue
Las Vegas, NV 89101
Phone: (702) 385-6506
Fax: (702) 385-6511
E-mail: rmalfabon@dot.state.nv.us

FOR CITY:
Jorge Cervantes, P.E., P.T.O.E. Director of Public Works
Attn: Jeremy Leavitt, P.E.
Engineering Program Manager
City of Las Vegas Engineering Design
400 E. Stewart Avenue

Las Vegas NV 89101
Phone: (702) 229-6278
Fax: (702) 382-3232
E-mail: jeleavitt@lasvegasnevada.gov

6. The provisions herein constitute the full agreement of the parties and shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7. That it is not intended by any provisions of this Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries.

8. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

9. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Las Vegas

Oscar B. Goodman, Mayor

Attest

City Clerk

Approved as to Form:

John S. Ridilla

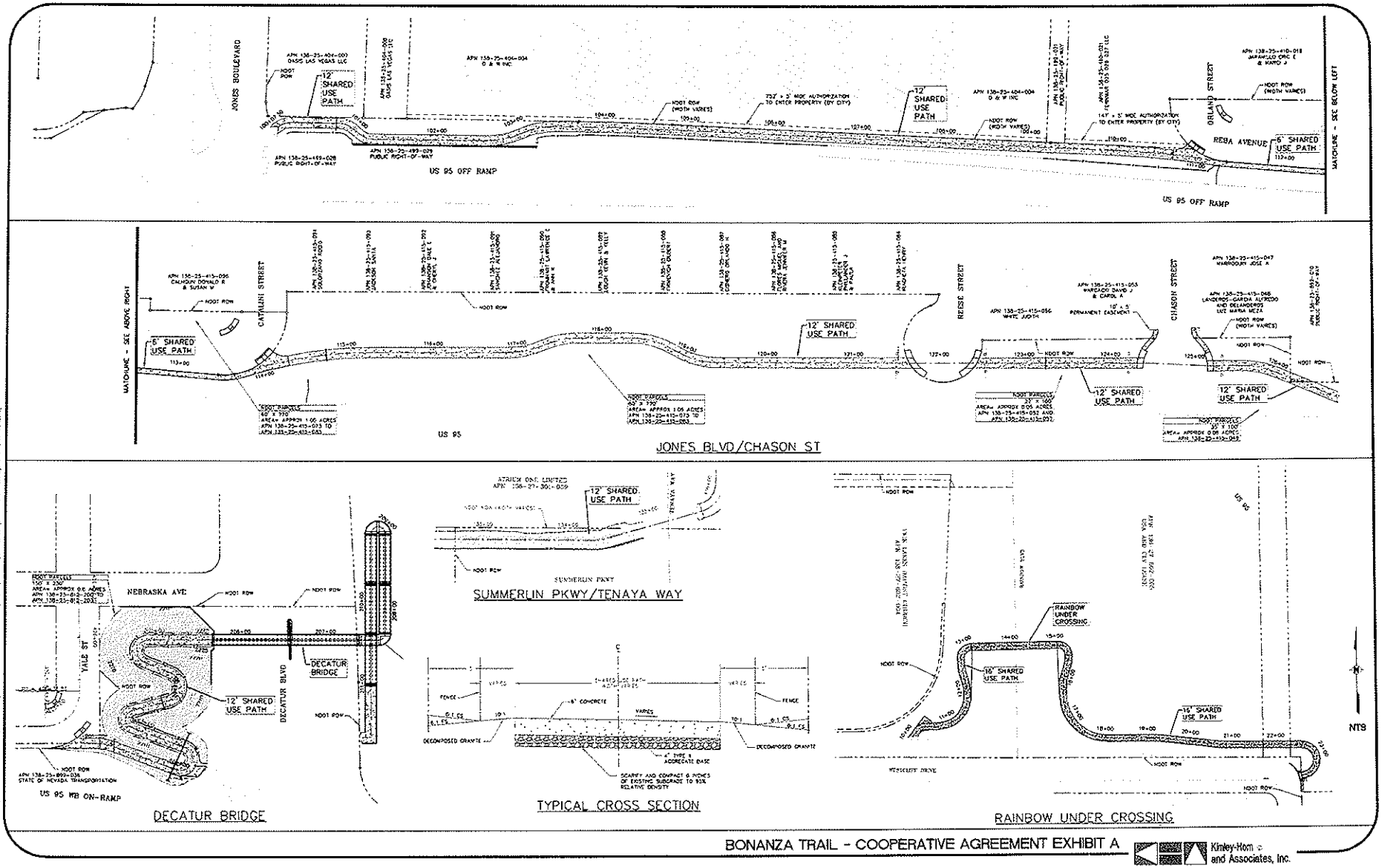
Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General



BONANZA TRAIL - COOPERATIVE AGREEMENT EXHIBIT A

Kimley-Horn and Associates, Inc.

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to fund the Rainbow Boulevard Road Repaving project located on Rainbow Boulevard between Smoke Ranch Road and Gowan Road ($1,910,537 - NDOT [Federal American Recovery and Reinvestment Act of 2009 Funding]) - Wards 4, 5 and 6 (Anthony, Barlow and Ross) and County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,910,537
Funding Source: NDOT (Federal ARRA Funding)
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The draft of the Cooperative (Local Public Agency) Agreement - Rainbow Boulevard Road Repaving project, applies to the design, advertise, award and management of construction of the repaving of Rainbow Boulevard between Smoke Ranch Road and Gowan Road. The City is requesting approval of this Draft Agreement in order to meet timing constraints placed by the Federal Highway Administration (FHWA). Once the original agreement is executed, it will be attached as additional backup documentation for this agenda item. Total cost of the contract shall not exceed $1,910,537.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
(Draft) Cooperative (Local Public Agency) Agreement Rainbow Boulevard Repaving

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
RAINBOW BLVD. PAVING PROJECT

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY will design, advertise, award, and manage construction of the repaving of Rainbow Blvd. from Smoke Ranch Rd. to Gowan Rd. as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal funding under the American Recovery and Reinvestment Act of 2009; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of One Million Nine Hundred Ten Thousand Five Hundred Thirty-seven and No/100 Dollars ($1,910,537.00). The funding shall be modified to reflect the contractor bid prices, through amendment, once the contract for the PROJECT has been awarded. Any funding removed from this Agreement shall be made available for use by the CITY on other approved projects, subject to the requirements of the American Recovery and

Reinvestment Act of 2009.

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To invoke the DEPARTMENT's authority under N.R.S. 408.210(4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to N.R.S. 408.210 and/or N.R.S. 408.423, in order to accommodate construction of the PROJECT.

9. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

10. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with state and federal regulations including, but not limited to, N.A.C. (Nevada Administrative Code) Chapter 408 and 23 C.F.R. Part 645.

11. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

12. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

14. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

15. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

16. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

17. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

18. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

19. To reimburse the CITY, monthly as work progresses on the PROJECT, for one hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C. Chapter 408 and 23 C.F.R. Part 645.

4. To ensure that all utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, review meetings and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the

PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects without DBE Goals", attached hereto and incorporated herein.

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, this Agreement shall take precedence.

9. To obtain the DEPARTMENT's approval for all exceptions to AASHTO design standards.

10. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with Federal and State regulations.

11. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

12. To submit to the DEPARTMENT four (4) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

13. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

14. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

15. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

16. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

17. To provide to the DEPARTMENT all reporting and project documentation, as

necessary for financial management, required by applicable Federal requirements and any future reporting requirements associated with the American Recovery and Reinvestment Act funding.

18. To provide a copy of the bid tabulations showing the award winning bid.

19. To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on http://www.nevadadbe.com, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.

20. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

21. To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

22. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY to accept maintenance responsibilities including utility costs for the improvements asphalt pavement, conduit, sidewalk and ADA improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

23. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The PROJECT must be advertised by February 15, 2010. The term of this Agreement shall be from the date first written above through and including December 31, 2011, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal

requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required.

5. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

6. The TOTAL ESTIMATED PROJECT COSTS are One Million Nine Hundred Ten Thousand Five Hundred Thirty-seven and No/100 Dollars ($1,910,537.00), which includes: One Million Nine Hundred Ten Thousand Five Hundred Thirty-seven and No/100 Dollars ($1,910,537.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.

7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 210,000.00
Construction Costs:	$ 1,695,537.00
TOTAL ESTIMATED PROJECT COSTS:	$ 1,910,537.00

AVAILABLE FUNDING SOURCES:

Federal Funds:	$ 1,910,537.00
TOTAL PROJECT FUNDING:	$ 1,910,537.00

8. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for construction engineering, and construction costs. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Street
P.O. Box 170
Las Vegas, Nevada 89125
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail address: jtyrrell@dot.state.nv.us

FOR CITY:

Greg McDermott, P.E.
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-2143
Fax: (702) 382-8551
E - mail: gmcdermott@lasvegasnevada.gov

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability

limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Both parties shall assure that no person shall on the grounds of race, color,

national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

27. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

33. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

34. Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

> a. to examine any records of the contractor or any of its subcontractors, or any State or CITY administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
>
> b. to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this PROJECT, which is funded by ARRA funds. Section 902 further states that nothing therein shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

The CITY agrees it will include the above-referenced provisions in its contracts on this PROJECT.

35. Section 1515(a) of the ARRA provides as follows:

> (a) ACCESS. --With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized --
>
> (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or CITY administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
>
> (2) to interview any officer or employee of the contactor, grantee, subgrantee, or agency regarding such transactions.

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on a contract involving ARRA funds. The CITY agrees to advise any contractor that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this PROJECT. Section 1515(b) further provides that nothing in Section 1515(a) shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

The CITY agrees it will include the above-referenced provisions in its contracts on this PROJECT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla

~~Robert S. Sylvain~~
~~Deputy City Attorney~~

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
RAINBOW BLVD. PAVING PROJECT

The Project consists of an 3” mill and overlay with 3” dense grade and 1” Ultrathin Asphalt Concrete Surface, 360 linear feet of full width reconstruction which consists of 12” aggregate base, 5” dense grade and 1” Ultrathin Asphalt Concrete Surface and various full depth patches which includes 5” dense graded asphalt cement with 1” Ultrathin Asphalt Concrete Surface on Rainbow Blvd. from Smoke Ranch Rd. to Gowan Rd. The PROJECT will also consist of new conduit and improvements to the existing sidewalk and curb ramps to meet current ADA standards. The limits of the PROJECT are as depicted on the drawing below.



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITHOUT DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* Contact NDOT's Contract Compliance Division for information

** Or local agency equivalent

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VII.	Subletting or Assigning the Contract	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
X.	Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for Lobbying	10

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order II246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

   In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
SS
COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL)
other Official

_____
Notary Public, Judge or

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ c. Initial award
- ☐ d. post-award

3. Report Type:
- ☐ a. initial filing
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee

Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment *(check all that apply):*
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____

PROJECT NO. (S). _____

_____

BID AMOUNT $ _____

CONTRACTOR _____

ADDRESS _____

_____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	*CONTRACT ITEM NO(S).*	*NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT*	*DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED*

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( )

~~NDOT~~
052-008
7/95

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____

PROJECT NO. (S). _____

_____

BID AMOUNT $ _____

CONTRACTOR _____

ADDRESS _____

_____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-007
7/95

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this ____ day of_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Approved as to form
John S. Ridilla 11/18/09
John S. Ridilla Date
Deputy City Attorney

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Approved as to form

John S. Ridilla 11/18/09

John S. Ridilla Date

Deputy City Attorney

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ c. Initial award
- ☐ d. post-award

3. Report Type:
- ☐ a. initial filing
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*

$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment *(check all that apply):*
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Agreement 113779 between the City of Las Vegas and the Las Vegas Valley Water District for extension of water facilities for the Sandhill Owens Park and Trailhead (a.k.a. Douglas A. Selby Park and Trailhead) located at Sandhill Drive and Owens Avenue ($107,718 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $107,718
Funding Source: SNPLMA
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is designing and constructing a park and trailhead at Sandhill Drive and Owens Avenue. The utility improvements associated with this Interlocal Agreement will provide a water service for the landscape irrigation system associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement 113779

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
SANDHILL OWENS PARK & TRAILHEAD

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property generally located at the north end of Stevens Street, north of Proclamation Place (north of Washington Avenue and west of Sandhill Road), and further referenced as Clark County Assessor's Parcel Numbers 140-30-601-001 and 140-30-296-003, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a park and trailhead and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a park and trailhead, located at the north end of Stevens Street, north of Proclamation Place, (north of Washington Avenue and west of Sandhill Road). The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

SANDHILL OWENS PARK & TRAILHEAD
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto,and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the CITY. This Agreement does not create any third party beneficiary rights or causes of action

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

APPROVED AS TO FORM:

John S. Ridilla for
BRADFORD JERBIC
City Attorney

John S. Ridilla
Deputy City Attorney

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges, CMC, City Clerk

BY:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY:_____
RORY REID, President
Board of Directors

APPROVED:

CHARLES K. HAUSER, General Counsel

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Cooperative Agreement between the City of Las Vegas and the Nevada Department of Transportation in conjunction with the widening of US-95 from Washington Avenue to Ann Road ($173,548 - 1% Room Tax Fund/Sanitary Enterprise Fund) - Wards 1, 4, 5 and 6 (Tarkanian, Anthony, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $173,548
Funding Source: 1% Room Tax Fund/Sanitary Enterprise Fund
Dept./Division: PW/Traffic Engineering/Engineering Planning

PURPOSE/BACKGROUND:
The Nevada Department of Transportation is widening US-95 between Washington Avenue and Ann Road. In conjunction with the work, NDOT is requesting encroachment rights on city right-of-way to perform various drainage and construction related improvements, reimbursement for costs associated with the construction of city-requested right turn lane improvements and costs associated with relocating city sewer manholes. NDOT is also requesting that the city maintain, operate, and provide power for a new traffic signal, and that the city approve the temporary closure of city streets where necessary to facilitate construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative Agreement

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of December, 2009, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the City of Las Vegas, 400 East Stewart Avenue, Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the DEPARTMENT desires to complete the widening of the US-95 Highway, from Washington Avenue to Ann Road, Project # NH-095-2(051), E.A. 73451, from six (6) to eight (8) lanes and to construct CITY right turn lanes and to design plans for the relocation of CITY owned sanitary sewer manholes hereinafter called the PROJECT; and

WHEREAS, the purpose of this Agreement is to secure encroachment rights for the DEPARTMENT on CITY right-of-way, to establish design, construction, maintenance and cost participation responsibility, and to establish criteria to meet certain PROJECT requirements; and

WHEREAS, this agreement is of mutual benefit to the DEPARTMENT and the CITY as it provides a means of completing the PROJECT in the most efficient and cost-effective method; and

WHEREAS, the services to be provided under this Agreement will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To review and comment, in writing, on DEPARTMENT plans and specifications which involve features or items related to the PROJECT, for which, the CITY assumes a maintenance responsibility. Response shall be received within twenty one (21) calendar days of

service of plans and specifications. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of such plans and specification and permission for the DEPARTMENT to proceed.

2. To operate, maintain and provide power for the proposed traffic signal system at the US-95 Southbound Off-ramp and the Rock Springs Drive intersection, including any luminaires mounted on the signal poles, in a satisfactory manner at no cost to the DEPARTMENT, except as noted in Article II, Paragraph 6 of DEPARTMENT AGREES.

3. To coordinate with the DEPARTMENT's Assistant District Engineer of Maintenance prior to any major signal system repair exceeding One Thousand Five Hundred and No/100 Dollars ($1,500.00), as defined in Article II, Paragraph 6 of DEPARTMENT AGREES.

4. To notify, in advance, the DEPARTMENT's Assistant District Engineer of Maintenance that work will be performed within the DEPARTMENT right-of-way. Non-emergency work, requiring lane closure will require the submission of traffic control plans to the DEPARTMENT seventy-two (72) hours in advance of the performance of work.

5. To invoice the DEPARTMENT the actual cost of the repair defined in Article II, Paragraph 6 of DEPARTMENT AGREES. Repairs costing less than or equal to One Thousand Five Hundred and No/100 Dollars ($1,500.00) or routine maintenance cost will be the responsibility of the CITY.

6. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of those franchise agreements, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or CITY.

7. To ensure that all utility relocations under franchise rights are in compliance with the Americans with Disabilities Act (ADA).

8. To relocate all CITY owned utilities identified by the DEPARTMENT in writing that are in conflict with the PROJECT.

9. To grant the DEPARTMENT, or agents of the DEPARTMENT, the right to encroach upon CITY right-of-way and easements for the purpose of constructing the PROJECT. The construction within CITY right-of-way may include, but is not limited to, grading to improve drainage functions, reconstruction of curb, gutter and sidewalk, construction of drop inlets, construction of right turn lane and installation/modification of signal system. This permission is not only applicable to actual construction but includes any miscellaneous staging, detours, other traffic control scenarios or any other situation requiring encroachment upon said right-of-way for the construction of the PROJECT. CITY drainage easements to be graded occur along and adjacent to the west side of DEPARTMENT's US-95 right-of-way south of Alexander Road, south of Lone Mountain Road and north of Lone Mountain Road. CITY drainage easement areas in which grading will occur are generally depicted in Attachment A attached hereto. These rights shall expire upon completion of the PROJECT.

10. To permit full closure of Gowan Road, Lone Mountain Road and Alexander Road, to through traffic for the purpose of construction at respective areas. The DEPARTMENT's contractor shall only close a maximum of one (1) of these roads at a time, with

each road closure lasting approximately 45 working days with the exception of Gowan Road lasting approximately 90 working days, and traffic will be detoured onto other CITY owned roadways for each closure.

11. To review and comment, in writing, on DEPARTMENT submitted, contractor-designed, traffic control plans for the full closure of Gowan Road, Lone Mountain Road and Alexander Road. Response shall be received within seven (7) calendar days of service of plans. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of the plans and permission for the DEPARTMENT to proceed. CITY agrees to issue a no-fee barricade permit to the DEPARTMENT's contractor.

12. To grant the DEPARTMENT permission to permanently reduce the vertical clearance at the Gowan Road/US-95 underpass to a height no less than fourteen and one-half (14.5) feet.

13. To retain all of the existing maintenance responsibilities, including responsibilities in areas affected or improved by this PROJECT, upon completion of PROJECT construction.

14. To observe and inspect PROJECT construction work, which involves features or items related to the PROJECT for which the CITY has a maintenance responsibility. All items of concern by the CITY shall be reported to the DEPARTMENT's Resident Engineer and not to the contractor.

15. To review and comment, in writing, on all DEPARTMENT change orders which involve features or items related to the PROJECT for which the CITY assumes a maintenance responsibility, within seven (7) calendar days of service of such change orders. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of such change orders and permission for the DEPARTMENT to proceed.

16. To reimburse the DEPARTMENT for one hundred percent (100%) of design costs for the relocation of CITY owned sanitary sewer manholes that will be in conflict with the proposed realignment of the storm drain channel for the PROJECT at Alexander Road and at Lone Mountain Road, which are estimated at Twenty-Three Thousand Five Hundred Forty-Eight and No/100 Dollars ($23,548.00).

17. To reimburse the DEPARTMENT for all costs associated with the PROJECT, including but not limited to mobilization, contingencies and construction engineering, within sixty (60) calendar days of receipt of the DEPARTMENT'S invoice for the construction of the CITY's right turn lanes located between Rainbow Boulevard and US-95 on the north side of Cheyenne Avenue and between Tenaya Way and US-95 on the south side of Cheyenne Avenue for an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00).

ARTICLE II - DEPARTMENT AGREES

1. To invoice the CITY with supporting documentation for design costs, within sixty calendar (60) days of receipt of the DEPARTMENT's invoice for the design of the plans to relocate CITY owned sanitary sewer manholes that will be in conflict with the proposed realignment of the storm drain channel for the PROJECT at Alexander Road and Lone Mountain Road which are estimated to be Twenty-Three Thousand Five Hundred Forty-Eight and No/100 Dollars ($23,548.00).

2. To invoice the CITY with supporting documentation for all costs including mobilization, contingencies, and construction engineering, within sixty (60) calendar days of receipt of the DEPARTMENT'S invoice for the construction of the CITY's right turn lanes located between Rainbow Boulevard and US-95 on the north side of Cheyenne Avenue and between Tenaya Way and US-95 on the south side of Cheyenne Avenue for an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00). The DEPARTMENT will pay for all costs associated with the mobilization, contingencies, and construction engineering of those right turn lanes in excess of the CITY's contribution to the PROJECT of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00).

3. To provide the CITY with two (2) copies of each set of PROJECT submittal plans and specifications for review and comment and to invite the CITY to the review meetings to address said comments.

4. To allow the CITY twenty-one (21) calendar days to review and provide comments on the plans and specifications for each PROJECT submittal.

5. To design and install traffic signal system at the US-95 Southbound Off-ramp and the Rock Springs Drive intersection in accordance with DEPARTMENT standards and to CITY standards where applicable to certain aspects of the design at no cost to the CITY.

6. To fund one hundred percent (100%) of the replacement cost, exceeding the first One Thousand Five Hundred and No/100 Dollars ($1,500.00), for accidental damage to the signal system at the US-95 Southbound Off-ramp and the Rock Springs Drive intersection, provided the CITY is unable to recover the replacement cost from a third party. DEPARTMENT funds for replacement costs will be limited to the equipment cost for the controller cabinet, electrical service, detection system, poles, mast arms and signal heads.

7. The CITY is exempted from being required to obtain an encroachment permit from the DEPARTMENT for routine maintenance work on said signals, except as stated in Article 1, Paragraph 4, of CITY AGREES.

8. To design, or have designed by consultant forces, the relocation of CITY owned sanitary sewer manholes that will be in conflict with the proposed realignment of the storm drain channel at US-95 and Alexander Road and at US-95 and Lone Mountain Road.

9. To allow the CITY to observe and inspect PROJECT construction, which involves features or items related to the PROJECT, for which the CITY has a maintenance responsibility, with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the contractor.

10. To allow the CITY to review and comment, in writing, on the DEPARTMENT initiated PROJECT change orders that involve features or items related to the PROJECT for which the CITY assumes a maintenance responsibility. Upon receiving a DEPARTMENT change order, the CITY shall notify the DEPARTMENT whether they will accept or reject the change order within seven (7) calendar days of service of change such order as described in Article I, Paragraph 15 of CITY AGREES. No response from the CITY within this time frame shall constitute CITY's acceptance of such change order(s) and permission for the DEPARTMENT to proceed. Any DEPARTMENT initiated change order submitted to the CITY shall not be unreasonably denied.

11. To invoke the DEPARTMENT's authority under NRS 408.210 (4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

12. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

11. To ensure that all applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

12. To provide the CITY a minimum of thirty (30) calendar days' notice prior to the full road closures described in Article 1, Paragraph 10,of CITY AGREES.

13. To perform general public outreach activities soon after the contract is awarded and to provide specific notices to all businesses and property owners located between Tenaya Way and Rainbow Boulevard along Gowan Road, Alexander Road and Lone Mountain Road 14 calendar days prior to the full road closures described in Article 1, Paragraph 10 of CITY AGREES.

14. To maintain the appropriate signs to warn motorists of the reduced vertical clearance described in Article 1, Paragraph 12, of CITY AGREES.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2012, or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn.: Jenica Finnerty, P.E.
Senior Project Manager
Nevada Department of Transportation
Project Management Division
1263 South Stewart Street

Carson City, NV 89712
Phone: (775) 888-7592
Fax: (775) 888-7322
E-mail: jfinnerty@dot.state.nv.us

FOR CITY: Jorge Cervantes, P.E., Public Works Director
City of Las Vegas
City Hall
400 East Stewart
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848
E-mail: jcervantes@lasvegasnevada.gov

4. All right-of-way of the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation in order to accommodate the PROJECT. If it is determined at a later date that this is not the case, a written amendment to this Agreement shall be required.

5. The DEPARTMENT does not provide any warranty that the estimate provided in Article 1, Paragraph 16, of CITY AGREES is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The CITY shall be wary in its reliance on the estimates set forth in the Agreement.

6. The DEPARTMENT does not provide any warranty that the amount provided in Article 1, Paragraph 17, of CITY AGREES is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The CITY shall be wary in its reliance on the estimates set forth in the Agreement.

7. The CITY agrees to pay actual relocation design costs associated with the relocation of CITY sanitary sewer manholes provided in Article 1, Paragraph 16, of CITY AGREES whether they be greater than or less than the estimates shown herein.

8. The CITY agrees to pay actual construction, and construction engineering costs associated with the construction of CITY right turn lanes as provided in Article 1, Paragraph 17.

9. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

10. The CITY will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the CITY and the DEPARTMENT. The CITY will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the CITY and the DEPARTMENT. The CITY shall not utilize (and shall ensure any consultant will not utilize) any materials, information or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The CITY (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of

performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

11. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

13. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

14. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

21. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

22. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

23. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

24. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

25. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor, City of Las Vegas

Attest:

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

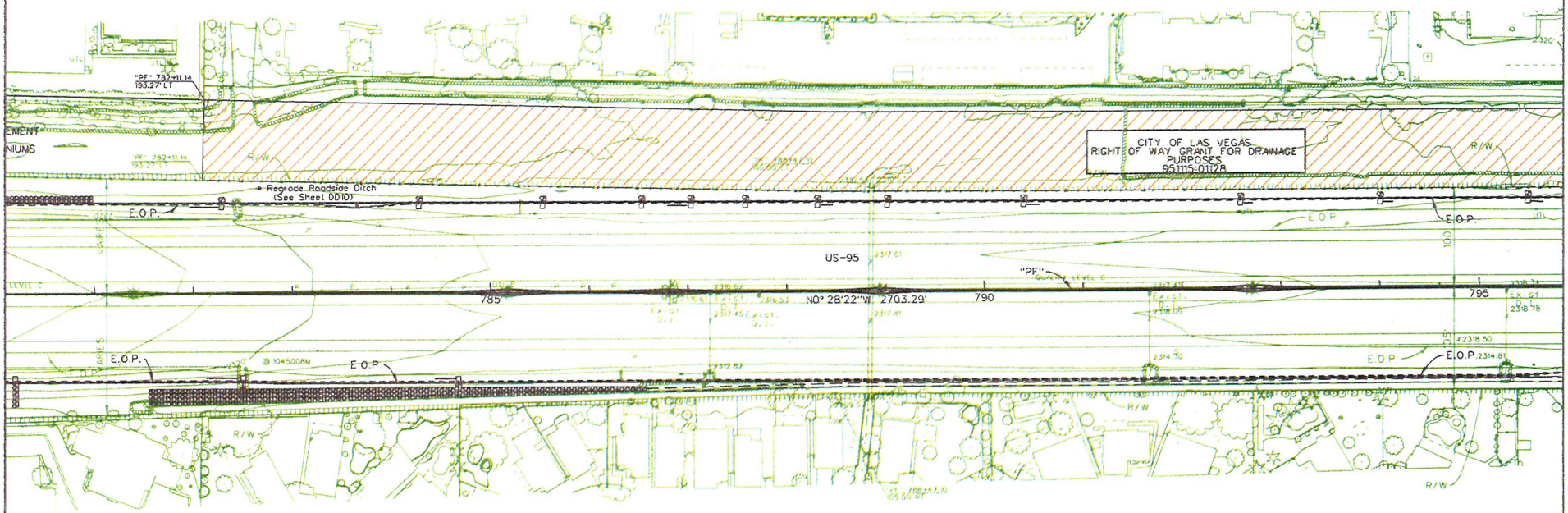
STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-095-2(051)	CLARK	----

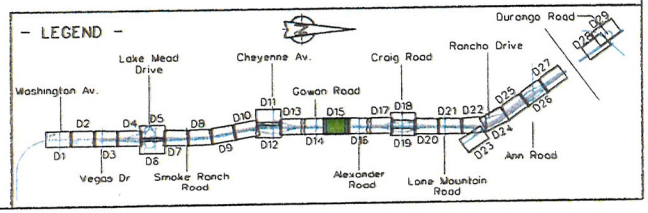
NOTE: DEPICTED UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

EXHIBIT A
PAGE 1 OF 4

- LEGEND -

- CITY EASEMENTS IN WHICH GRADING WILL OCCUR





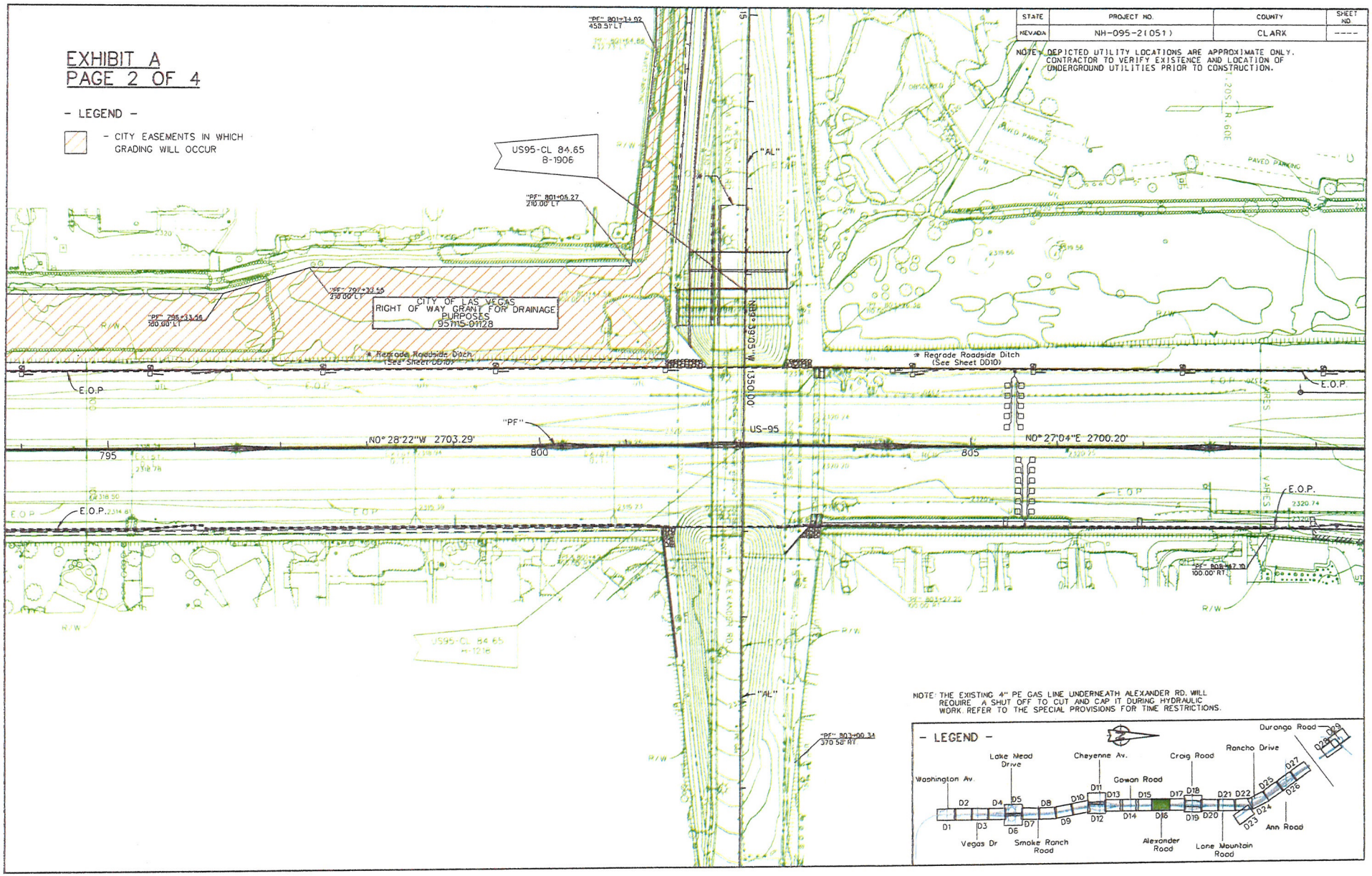


EXHIBIT A
PAGE 2 OF 4
- LEGEND -
- CITY EASEMENTS IN WHICH GRADING WILL OCCUR
STATE
PROJECT NO.
COUNTY
SHEET NO.
NEVADA
NH-095-2(051)
CLARK
NOTE: DEPICTED UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
US95-CL 84.65
B-1906
CITY OF LAS VEGAS
RIGHT OF WAY GRANT FOR DRAINAGE PURPOSES
95115-01128
* Regrade Roadside Ditch (See Sheet DD10)
E.O.P.
"PF"
US-95
N0° 28'22"W 2703.29'
N0° 27'04"E 2700.20'
795
800
805
"AL"
NOTE: THE EXISTING 4" PE GAS LINE UNDERNEATH ALEXANDER RD. WILL REQUIRE A SHUT OFF TO CUT AND CAP IT DURING HYDRAULIC WORK. REFER TO THE SPECIAL PROVISIONS FOR TIME RESTRICTIONS.
- LEGEND -
Washington Av.
Lake Mead Drive
Cheyenne Av.
Craig Road
Rancho Drive
Durango Road
Gowan Road
Vegas Dr
Smoke Ranch Road
Alexander Road
Lone Mountain Road
Ann Road

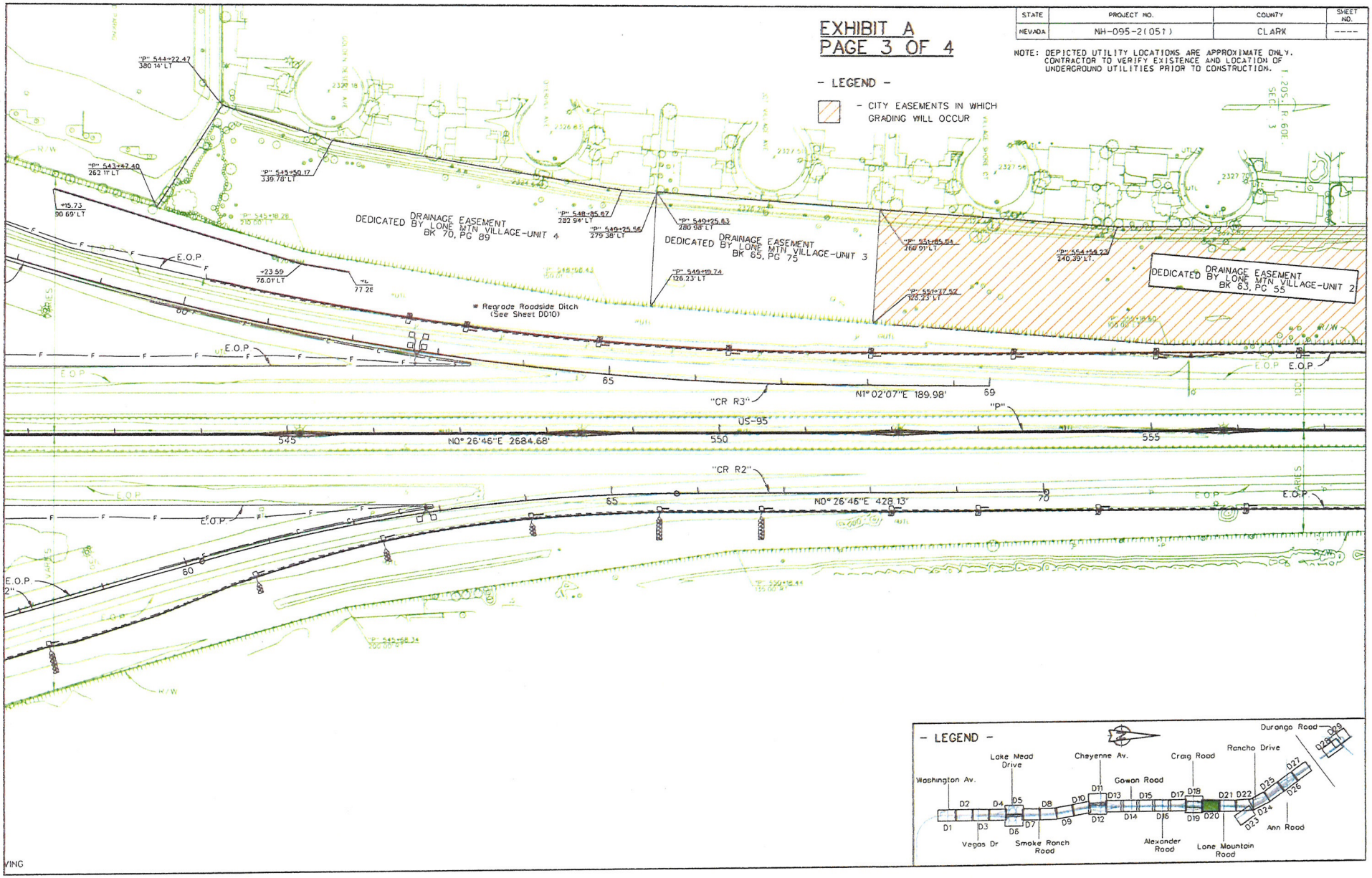
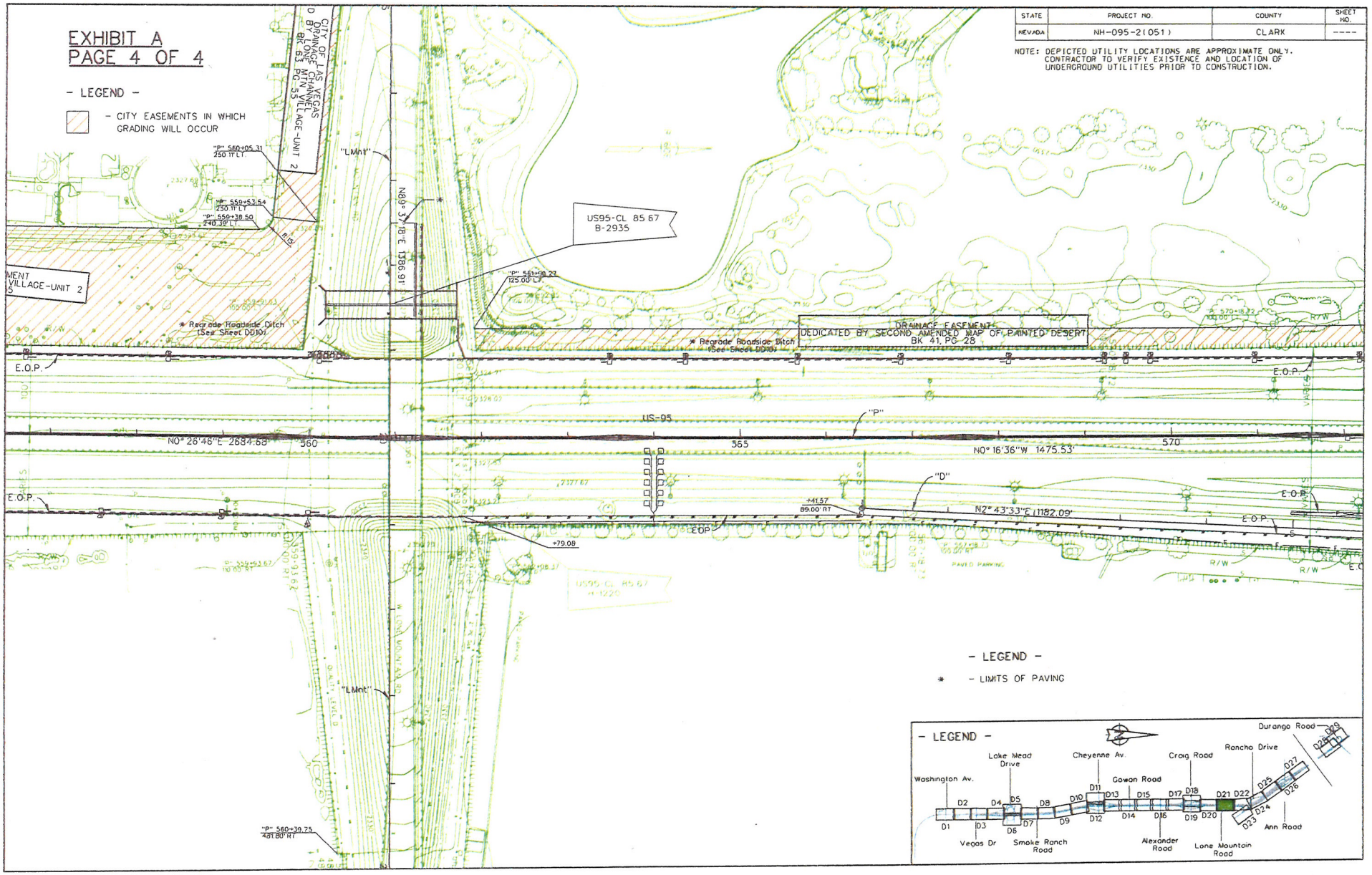


EXHIBIT A
PAGE 3 OF 4
STATE | PROJECT NO. | COUNTY | SHEET NO.
NEVADA | NH-095-2(051) | CLARK | ----
NOTE: DEPICTED UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- LEGEND -
- CITY EASEMENTS IN WHICH GRADING WILL OCCUR
"P" 544+22.47 380.14' LT
"P" 543+47.40 262.11' LT
"P" 545+50.17 339.78' LT
"P" 548+85.67 282.94' LT
"P" 549+25.56 279.38' LT
"P" 549+25.63 280.98' LT
"P" 551+85.04 260.91' LT
"P" 554+56.23 240.39' LT
"P" 549+10.74 126.23' LT
"P" 550+17.52 128.23' LT
+15.73 90.69' LT
+23.59 76.07' LT
77.28
DEDICATED DRAINAGE EASEMENT BY LONE MTN VILLAGE-UNIT 4 BK 70, PG 89
DEDICATED DRAINAGE EASEMENT BY LONE MTN VILLAGE-UNIT 3 BK 85, PG 75
DEDICATED DRAINAGE EASEMENT BY LONE MTN VILLAGE-UNIT 2 BK 63, PG 55
* Regrade Roadside Ditch (See Sheet DD10)
E.O.P
"CR R3"
N1° 02'07"E 189.98'
"CR R2"
N0° 26'46"E 428.13'
N0° 26'46"E 2684.68'
US-95
"P"
545
550
555
60
65
69
70
R/W
- LEGEND -
Durango Road
Lake Mead Drive
Cheyenne Av.
Craig Road
Rancho Drive
Washington Av.
Gowan Road
Vegas Dr
Smoke Ranch Road
Alexander Road
Lone Mountain Road
Ann Road
D1 D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D15 D16 D17 D18 D19 D20 D21 D22 D23 D24 D25 D26 D27 D28 D29



STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	NH-095-2(051)	CLARK	----

NOTE: DEPICTED UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-81-2009 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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:
Installation of pavement, curb and gutter, sidewalks, driveway approaches, and streetlights.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-81-2009

RESOLUTION NO. R-81-2009

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD) (hereinafter the "District") and ordered the acquisition of certain local improvements (hereinafter the "Project") within the District in the City; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council heretofore determined and does hereby declare that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is $76,002.20, of which $0.00 is available from other sources and of which $76,002.20 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City Engineer (with the assistance of the City Engineer Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out an assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, the amount of

the proposed assessment to be levied thereon; the City Engineer has reported the assessment roll to the City Council and the City Engineer has filed the assessment roll with the City Clerk; and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the City Engineer (with the assistance of the City Engineer Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, November 18, 2009, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on November 18, 2009, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
125-16-301-003	BERGSRUD RHONDA	$76,002.20

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment
None		

Parcel Number	Ownership	Assessment

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the improvements to be acquired in the District, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on October 21, 2009, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on November 18, 2009, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1511 Assessment Protest Resolution" (herein the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on October 21, 2009, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning Special Improvement District No. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD), including, but not limited to, the acquisition of the improvements, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on December 2, 2009.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to form:

11/18/09
Date

Assistant City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) **ss**
	)
CITY OF LAS VEGAS	)

I, Beverly K. Bridges, CMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on December 2, 2009.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council 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:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on December 2, 2009, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this December 2, 2009.

(SEAL)

BEVERLY K. BRIDGES, CMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-82-2009 Approval of Resolution supporting pursuit of the competitive energy efficiency and conservation block grant program funding, as part of the American Recovery and Reinvestment Act of 2009, for performing energy efficient retrofits to buildings within the community – All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The United States Congress enacted the American Recovery and Reinvestment Act of 2009 in response to the global economic recession which has resulted in a slowdown of national economic growth and unemployment. The Energy Independence and Security Act of 2007 created the Energy Efficiency and Conservation Block Grant (EECBG) Program, which was funded by the American Recovery and Reinvestment Act of 2009. Grant funds for the EECBG Competitive Funding Program are available in the amount of not less than $5,000,000.00 and not more than $75,000,000.00 for the purpose of creating a "Retrofit Ramp-up Program". The EECBG funds will be utilized to help create a building performance contracting industry in Southern Nevada which will help achieve the goals of the City's Sustainable Energy Strategy. The City of Las Vegas will pursue the EECBG through partnership with other local governments and community organizations to fund a community energy audit and retrofit program for homes and buildings in the community.

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-82-2009

R-83-2009

RESOLUTION EXPRESSING THE CITY'S INTENT TO JOINTLY PURSUE COMPETITIVE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM FUNDING, AS A PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, FOR PERFORMING ENERGY EFFICIENT RETROFITS TO BUILDINGS WITHIN THE COMMUNITY

WHEREAS, the United States Congress enacted the American Recovery and Reinvestment Act of 2009 in response to the global economic recession which has resulted in a slowdown of national economic growth and an increase in unemployment; and

WHEREAS, the Energy Independence and Security Act of 2007 created the Energy Efficiency and Conservation Block Grant (EECBG) Program, which was funded by the American Recovery and Reinvestment Act of 2009; and

WHEREAS, there are grant funds available for the EECBG Competitive Program Funding in the amount of not less than $5,000,000.00 and not greater than $75,000,000.00 for the purpose of creating a "Retrofit Ramp-up Program" which can reduce energy consumption, deliver energy efficiency savings from building retrofits, leverage sustainable grant funding, and create and retain jobs; and

WHEREAS, the wide-scale improvement of building energy efficiency could reduce the nation's energy use by as much as 23 percent by 2020 and represents an emission-free energy resource; and

WHEREAS, energy conservation can have multiple benefits to local communities, including economic development, job creation, cost savings, improved air quality, and reduced greenhouse gas emissions; and

WHEREAS, Nevada energy costs are rising faster than the national average and Southern Nevada currently leads the nation in unemployment and home foreclosure, these benefits of energy conservation may be readily realized by residents and recognized nationally and internationally due to the renown of Las Vegas; and

WHEREAS, the City and other local communities are poised to overcome the historic barriers to energy conservation–the up-front expense of improvements, lack of education on conservation benefits, inertia, and poorly-aligned incentives–by partnering with other public agencies,

non-profits, and Nevada's largest employers to work toward effective regional solutions; and

WHEREAS, the City and community partners contribute resources to "HomeFree Nevada," an affiliate with the United States Environmental Protection Agency's "Home Performance with ENERGY STAR™ Program" that trains and certifies home performance auditors and contractors; and

WHEREAS, the City and various private and public partners have come together to form Green Chips, a not-for-profit organization whose mission is to increase environmental sustainability in Southern Nevada; and

WHEREAS, the EECBG will help create a building performance contracting industry in Southern Nevada and will achieve certain goals of the City's Sustainable Energy Strategy, including reducing the community's carbon footprint, reducing the rate of electricity consumption per unit, and implementing conservation programs involving the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. To pursue the EECBG, by means of an application in partnership with other local governments and community organizations, to fund a community energy audit and retrofit program for homes and buildings in the community, all as more specifically set forth in guidance from the Department of Energy.

2. If Southern Nevada's application is selected by the Department of Energy, to work with the City's partner governments, private and non-profit organizations to administer and manage the grant award and to comply with the terms and achieve the goals set forth in the EECBG.

. . .

. . .

. . .

. . .

. . .

. . .

. . .

3. To authorize the City Manager (or one or more designees) to take all necessary action to effectuate this Resolution, including the performance of all necessary acts to comply with the terms and conditions of the EECBG Funding Opportunity Announcement and the American Recovery and Reinvestment Act of 2009.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2009.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 11-17-09
Date

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding a Memorandum of Understanding (MOU) between the Culinary Workers' Union, the City of Las Vegas, and the City of Las Vegas Redevelopment Agency(RDA) regarding labor matters within the City of Las Vegas and City of Las Vegas Redevelopment Area ($25,000 - Special Revenue Funds) [NOTE: This item is related to RDA Item 4] - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $25,000
Funding Source: Special Revenue Funds
Dept./Division: Office of Business Development/RDA

PURPOSE/BACKGROUND:
In order to avoid future litigation and conflicts regarding matters concerning RDA expansion, major projects within the city of Las Vegas and RDA, and matters concerning labor relations, staff has reached agreement with the Culinary Workers' Union on a Memorandum of Understanding.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Memorandum of Understanding

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: CITY MANAGER'S OFFICE
ITEM DESCRIPTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE CULINARY WORKERS' UNION, CITY OF LAS VEGAS AND CITY OF LAS REDEVELOPMENT AGENCY

In order to avoid future litigation and conflicts regarding matters concerning RDA expansion, major projects within the city of Las Vegas and RDA, and matters concerning labor relations, staff has reached agreement with the Culinary Workers' Union on a Memorandum of Understanding (MOU) which addresses mutual cooperation in areas concerning:

1. Creation of a Citizens Advisory Committee to the RDA
2. Planning Future Expansions of the Redevelopment Area or New Redevelopment Areas with an Emphasis on Neighborhood Stabilization
3. Enacting a Labor Peace Ordinance
4. Conducting a Living Wage Study and Related Public Input Process
5. Making City Hall Financing a Redevelopment Priority
6. The Culinary Workers' Union Refraining from Further Referenda and Lawsuits
7. The Culinary Workers' Union and City Cooperation in State Legislative Efforts

The term of this MOU is five years from the date of execution, but may be extended by mutual agreement in writing among the parties for two additional extension terms of two years each. Staff recommends approval and execution by the Mayor.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made as of the _____ day of December, 2009, by and between the CULINARY WORKERS UNION (the **"CWU"**), and the CITY OF LAS VEGAS (the "**City**"), and LAS VEGAS REDEVELOPMENT AGENCY (the **"RDA"**). CWU, RDA, and the City are sometimes referred to herein collectively as the "**Parties**."

RECITALS

A. The City has plans for development of a new City Hall to provide a catalytic impact on the redevelopment of downtown Las Vegas by stimulating the redevelopment of over 45 acres of property, thus creating approximately 13,000 jobs and an estimated $15 – 20 million in new incremental property tax revenues;

B. The RDA is actively involved in the redevelopment of the urban core of downtown Las Vegas, with the end goal of creation of new jobs and enhancing property values and the quality of life for RDA area residents and the citizens of the City, and to continue expansion of RDA initiatives into other blighted areas of the City to do the same;

C. The CWU, City, and indirectly RDA have been involved in disagreements about the future of the City Hall project, redevelopment and other matters, and all parties believe it in their mutual best interests to reach agreement in an amicable and positive manner, such that the parties may mutually support each other in key endeavors such as the City Hall project and labor peace agreements so that economic expansion may continue to the benefit of workers and citizens in the City of Las Vegas

NOW, THEREFORE, in consideration of the foregoing recitals, the CWU, RDA and the City agree to memorialize their understandings as follows:

1.1. **Create a Citizens Advisory Committee to the Redevelopment Agency.** The City of Las Vegas will establish a Citizens Advisory Committee ("the Committee") to provide input on the Redevelopment Agency's proposed projects and programs. In addition, the Committee will have the power to recommend programs and projects to the Agency for its consideration. The Committee will meet monthly, and the composition should include residents, stakeholders and other parties with a strong interest in redevelopment.

1.2. **Plan Future Expansions of the Redevelopment Area or New Redevelopment Areas with an Emphasis on Neighborhood Stabilization.** The City and RDA will evaluate future expansion of the existing RDA area or new RDA areas, or new RDA's, with an emphasis on areas where blight exists such that current neighborhoods are at risk of decay, further deteriorating property values and tax revenues to recipients of existing property taxes such as the Clark County School District. The City will work with the Clark County School District to create a mechanism of support to further educational endeavors that have a nexus with new redevelopment areas and subsequent planned redevelopment projects when financially feasible.

1.3. **Enact a Labor Peace Ordinance.** City and RDA are involved in a variety of projects in which a labor dispute could adversely impact the financial interests of the City in a project (e.g. where the City sells or leases land, or provides financing or financial incentives to a developer). While prevailing wage laws protect the City against labor disputes during the construction phase of a project, there are no protections for the City

during the operational phase. Following the example of other cities around the country, such as the City of Pittsburgh, Pennsylvania, and as a condition precedent to this MOU becoming effective, the City will introduce a labor peace ordinance and shall adopt the ordinance by June 30, 2010 that applies to large hospitality projects. The labor peace ordinance will require that for gaming hospitality projects where the City has a financial and proprietary interest, the developer must obtain a labor peace agreement with an appropriate union. The labor peace agreement prohibits the union from striking or picketing a specific project.

1.4. **Living Wage Study and Public Input Process.** City will provide funding of $25,000 and work with CWU in commissioning a living wage study to be completed no later than September 30, 2010 which objectively analyses the costs and benefits of requiring that living wages be paid by employers in projects that receive public subsidies or incentives. The findings of the study will be presented for public input in a public hearing held by the Las Vegas City Council on the matter.

1.5. **City Hall Financing a Redevelopment Priority.** The City and RDA agree to make the financing of city hall a priority for the use of sale proceeds of land and tax increment financing on future projects within the RDA, so long as the existing debt, contractual, and operational obligations of the City and RDA are undisturbed.

1.6. CWU Refrains from Further Referenda/Lawsuits. The CWU and its principals, agents and officers agree to refrain from pursuing any further lawsuits, initiatives or referenda regarding opposition to city hall, the RDA or related maters. Any prior demands, threatened or pending litigation, including, but not limited to any unfiled complaints against the City ("Claims"), have been and are withdrawn and will not be pursued by CWU and its principals, agents and officers..

1.7. Term of Agreement. The term of this Agreement is five years from the date of execution, but may be extended by mutual agreement in writing among the parties for two additional extension terms of two years each.

1.8. CWU and City Cooperation in State Legislative Efforts.

(a) The CWU recognizes that redevelopment of downtown and near-downtown areas of the City is essential to the City's long-term health. Redevelopment issues are inherently complex and involve many competing financial, social, and legal issues. These issues requiring an integrated, balanced approach that could be disrupted by legislative efforts that are not coordinated with, and might even contradict, the plans made by those responsible for redevelopment efforts in consultation with core constituencies.

(b) The City acknowledges the CWU as one of those core constituencies. The CWU's offices are located in the City in an area that will be affected by redevelopment plans and its members are the largest organized group of people who work in the City in areas slated for redevelopment. Also, many of the CWU's members live in the City and form one of the largest organized groups of City residents.

(c) In consideration of the undertakings made by the City in this Agreement to broaden the process of consultation about redevelopment, the CWU will take a position of neutrality in regard to legislative action affecting the redevelopment projects, except to the extent that the City and the CWU

mutually agree that the CWU's involvement in legislative matters will further the interests of a balanced and successful redevelopment process.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first above written.

CULINARY WORKERS UNION:

By: D R Taylor
Name: D. R. TAYLOR
Title: Secretary Treasurer

CITY:

CITY OF LAS VEGAS
a Nevada municipal corporation

Approved
11/18/09

By:_____
Name: OSCAR GOODMAN
Mayor

ATTEST:

By:_____
Name: BEVERLY BRIDGES
Clerk

LAS VEGAS REDEVLOPMENT AGENCY:

Approved
11/18/09

By:_____
Name: OSCAR GOODMAN
Chairman

ATTEST:

By:_____
Name: BEVERLY BRIDGES
Secretary

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing, discussion and possible action regarding complaint seeking disciplinary action against Admistca, Inc., a Nevada corporation; William L. Jacobs and Adela Jacobs, individuals and officers of Admistca, Inc., all doing business as Paradise Lounge, 530 South Martin Luther King Boulevard, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
William L. Jacobs, Adela Jacobs and Admistca, Inc., d/b/a Paradise Lounge, hold a privileged conditional Tavern License No. L16-00298-4-001445, a privileged conditional Gaming License No. G01-02343-4-001445; a general Miscellaneous Sales License No. M06-00667-4-001445; a general Coin Amusement Machine License No. C08-01170-2-001445; a general Retail Tobacco License No. C05-02395-E-001445; and a general Handbill License No. H02-01565-E-001445. The business has operated as a nuisance by creating an adverse and dangerous environment for its patrons and the public in which violence has repeatedly and continuously occurred requiring undue calls for service/arrest by law enforcement.

RECOMMENDATION:
Revocation of Tavern License No. L16-00298-4-001445, Gaming License No. G01-02343-4-001445, Miscellaneous Sales License No. M06-00667-4-001445, Coin Amusement Machine License No. C08-01170-2-001445, Retail Tobacco License No. C05-02395-E-001445, and Handbill License No. H02-01565-E-001445.

BACKUP DOCUMENTATION:
Complaint for Disciplinary Action

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

ADMISTCA, INC., a Nevada corporation; WILLIAM L. JACOBS and ADELA JACOBS, individuals and officers of ADMISTCA, INC., all doing business as PARADISE LOUNGE,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for Disciplinary Action against, ADMISTCA, INC., a Nevada corporation; WILLIAM L. JACOBS and ADELA JACOBS, individuals and officers of ADMISTCA, INC., 530 South Martin Luther King Boulevard, Las Vegas, Clark County, Nevada, Respondents, and states:

Respondents WILLIAM L. JACOBS, ADELA JACOBS and ADMISTCA, INC., d/b/a PARADISE LOUNGE, hold a privileged conditional Tavern License No. L16-00298-4-001445, a privileged conditional Gaming License No. G01-02343-4-001445; a general Miscellaneous Sales License No. M06-00667-4-001445; a general Coin Amusement Machine License No. C08-01170-2-001445; a general Retail Tobacco License No. C05-02395-E-001445; and a general Handbill License No. H02-01565-E-001445.

. . . .

SUMMARY OF ALLEGATIONS

Paradise Lounge is owned by William L. Jacobs and Adela Jacobs through their respective interests in Admistca, Inc., a Nevada corporation. It has been operated repeatedly in an unlawful manner since it opened by creating a public and chronic nuisance in violation of Las Vegas municipal business licensing codes and failing to adhere to administrative mandates pertaining to work cards, time of operation, reporting and other areas.

On November 19, 2008, Respondents were originally granted a permanent tavern license subject to the condition that onsite security meet the licensing requirements of Business Services. Many meetings and discussions were held regarding security and other matters which requirements were violated.

Since its permanent licensing there has been more than 179 calls for service by Paradise Lounge to the Las Vegas Metropolitan Police Department ("L.V.M.P.D."). Only those more severe service calls directly related to the use/possession of weapons, gang activity, assault/battery and events related to failure to comply with work card and other administrative requirements are set forth below.

CALLS FOR SERVICE AND CODE COMPLIANCE FAILURE

A. CALLS FOR SERVICE

On December 5, 2008 at 0118 hrs. (L.V.M.P.D. Event # 081205-000230) Metro responded to a gang-related report of shots fired inside Paradise Lounge wherein two persons were wounded. Paradise Lounge security staff was present. A number of shots were fired in the parking lot and a gun was pointed at a security guard in the parking lot at approximately the same time the shooting took place inside or shortly thereafter.

On December 10, 2008 at 0233 hrs. (L.V.M.P.D. Event # 081210-000358) during a bar perimeter check Metro arrested a male subject who was acting as a DJ inside Paradise Lounge for a no-bail warrant out of Clark County Detention Center at 530 South Martin Luther King Boulevard, Las Vegas, Nevada.

. . . .

. . . .

On December 19, 2008 at 0424 hrs. (L.V.M.P.D. Event # 081219-000512), Metro responded to a report of an assault/battery at Paradise Lounge where the assailant struck the victim in the face. A citation was issued to the female subject.

On April 25, 2009 (L.V.M.P.D. Event # 090425-000863), a car jacking occurred in the parking lot of Paradise Lounge. Said event was included in the Bolden Area Command's Weekly Robbery Report for the period of 04/13/09 - 04/26/09.

On April 26, 2009 (L.V.M.P.D. Event # 090426-000656), Metro responded to an assault/battery with a firearm at Paradise Lounge. The victim refused to sign the complaint.

Also, on April 26, 2009, at 0515 hrs. (L.V.M.P.D. Event # 090426-000869), Metro responded to Paradise Lounge where they observed Paradise Lounge security arguing with a male subject who was refusing to leave the business. The male subject identified himself to Metro who determined that he had an outstanding warrant for contempt of court. The male subject was arrested by Metro. This incident occurred at 5:15 a.m. on a Sunday morning which is contrary to the permitted hours of operation to which Jacobs agreed in the meeting of February 11, 2009.

On May 6, 2009 at 0330 hrs. (L.V.M.P.D. Event # 090506-000393), Metro responded to a fight call at Paradise Lounge. There it was reported that a fight occurred between a female and a male subject who were boyfriend and girlfriend. Both were arrested for participation in the fracas. This incident occurred at 3:30 a.m. on a Wednesday morning which is contrary to the hours of operation to which Jacobs agreed in the meeting of February 11, 2009.

On May 9, 2009 at 2319 hrs. (L.V.M.P.D. Event # 090509-004174), Metro officers conducted a bar/perimeter check at Paradise Lounge in response to information that known gang members were loitering on the premises with weapons. One male subject was arrested at gunpoint after he attempted to draw a knife as they approached him. There were three other individuals with him, and at least two of them have known or suspected gang affiliations.

On July 3, 2009 at 0254 hrs. (L.V.M.P.D. Event # 090703-000433), Metro officers observed suspicious behavior by a person outside Paradise Lounge. In the course of

investigating, they found two cars in the alley behind the club, each with four ex-felons with gang ties inside. One subject attempted to flee on foot and was caught and arrested. Search warrants were served on both vehicles, and two firearms were recovered, one stolen. In all, two subjects were arrested for Prohibited Person in Possession of a Firearm and three more were arrested for Prohibited Person in Possession of a Firearm and for Possession of a Stolen Firearm. The subject who attempted to flee was later determined to be wanted for Kidnaping and Sexual Assault of a Minor.

On July 11, 2009 at 0418 hrs. (L.V.M.P.D. Event # 090711-000714), Metro responded to a call of shots fired in the parking lot of Paradise Lounge. According to the owner, William Jacobs, a regular patron of the club had been ejected for causing a disturbance inside the club. The patron returned approximately thirty minutes later, approached the entrance, produced a handgun and fired 15 rounds into a car parked near the entrance and into the surrounding area and buildings. He then fled before LVMPD arrived. The owner reported he had been returning to the club after patrolling the parking area and that the patron was shooting at him. His security officers' statements conflicted with this, saying that they were standing by the entrance with Jacobs when the shooting started and that, had he been where he claimed, he would probably have been shot.

B. CODE COMPLIANCE FAILURE

On January 28, 2009 at 0900 hrs., after Paradise Lounge received its permanent license subject to security review by the Director, a meeting was held at the Business Services offices, 400 Stewart Avenue, Third Floor, concerning the business' security employees (Vance Kevin McCoy, Larry T. Banks, and Jeffrey Demetrius Walker) due to the shooting incident that occurred on December 5, 2008 at 0118 hours (Event # 081205-0230). Present at the meeting were: Business Services Manager Jim DiFiore, Business Licensing Supervisor Victoria Rosemore, License Officer Kelly Oliverius, owner William Jacobs, and the attorney representing Mr. Jacobs, Cory M. Jones, Esq. Mr. DiFiore informed Mr. Jacobs that Vance Kevin McCoy has a criminal history and is not suitable as a security employee. Mr. Jacobs and his attorney stated this employee would be terminated. Mr. DiFiore recommended that all

security employees obtain work cards. Mr. Jones concurred. Mr. Jones stated they would develop policies and procedures for liability purposes. Mr. Jacobs stated he would hire a female security employee to 'pat down' female patrons. Mr. Jacobs stated a dress code is enforced and his operating hours have been reduced to closing at 2 a.m. on Sun./Mon./Wed. and 4 or 5 a.m. on the other nights in an effort to control activities at the business. Mr. Jacobs also stated he just hired a temporary security employee named Dave (last name not known). Mr. DiFiore instructed Mr. Jacobs to report all Metro incidents that occur to the Business License Services office by the next business day. Owner Jacobs was advised he and his staff should be cooperating with Metro investigations and that security employees onsite should identify themselves to Metro when they are present (security did not identify themselves or volunteer to provide witness statements during the event on December 5th). Mr. DiFiore concluded the meeting by advising a further meeting be scheduled with Metro Bolden Area Command and the Paradise Lounge security employees so that communication can improve and training with assistance for any future problems can be given.

Further, on February 11, 2009, at a meeting with Business Services Division Manager Jim DiFiore, Business Licensing Supervisor Victoria Rosemore, License Officer Kelly Oliverius, L.V.M.P.D. Bolden Area Command Sgt. Jack Clements and Officers Paul Lewis and Jason Henson, the licensee/owner William Jacobs and four of his security employees discussed the growing problem of criminal activity in and around the Paradise Lounge. Specific attention was given to the issue of gang-related activity. Jacobs stated that he was making changes to his business practices, including limiting entry to persons 25 and over, enforcing a dress code, making sure the establishment is not over its occupant load, no package liquor sales, security patrols in the parking area every 30 minutes and cutting off beverage service at 5 a.m. He requested that Metro drive through at approximately 3 a.m. on his busy nights, Tuesday, Thursday, Friday and Saturday. He added that his security employees now wear uniforms and have work cards, that they are enforcing a no reentry policy from 10 p.m. to 6 a.m., and that the business now closes at 3 a.m. on Sunday, Monday and Wednesday. He also stated that he plans to install eight more security cameras in the alley

and that he was still pursuing hiring a female security guard to conduct weapons searches on female customers. Business Services Enforcement staff recommended to William Jacobs that he report any and all incidents at the bar to Business Services, adding that, if there was one more incident, he would be required to report all personal citations and arrests.

On May 11, 2009, Business Services Enforcement staff conducted a compliance check. The bartender, who was the only employee on duty at the time, did not have a work card in her possession. A Notice of Violation was issued and for failing to maintain an up-to-date employee list, and alcohol sales were suspended until a qualified bartender with the required cards arrived. Also observed was advertising for "Local Hip Hop" which is contrary to what owner Jacobs stated to Council on November 19, 2008, on the type of venue he would conduct at Paradise Lounge. Subsequently, Mr. Jacobs was issued a citation for violation of Las Vegas Municipal Code (LVMC) 6.86.030 Failure to Require Employee Work Card and 6.86.180(A) Failure to Maintain and Make Available Employee List.

On May 19, 2009 (L.V.M.P.D. Event # 090519-004036), during a compliance check by Metro, owner William Jacobs was arrested at Paradise Lounge when routine records check revealed two outstanding bench warrants on traffic offenses. Also on this date a citation was issued by Metro Special Investigations Section Detectives to William Jacobs for failure to have an employee register a work card change of employment as required by LVMC 6.86.030.

On May 23, 2009 0130 hrs. (L.V.M.P.D. Event # 090523-000281), Metro officers responded to Paradise Lounge for activity included overcrowding of the interior of the business. Fire Marshals were called out to address the vehicles parked in the fire lanes and the occupancy load being exceeded. There were 30-40 people waiting in line to get inside the business and approximately 5-6 people were arrested from the parking lot. The officers onsite intercepted a handbill advertising parties scheduled for May 30th and June 6th at the business. These events were advertised as being promoted by Betters Entertainment, an unlicensed promoter in the City of Las Vegas.

. . . .

. . . .

On May 25, 2009 0300 hrs. (L.V.M.P.D. Event # 090525-000397), Metro officers issued a citation to owner William Jacobs for failure to maintain an employee list as required under LVMC 6.86.180.

May 26, 2009, License Officer Kelly Oliverius met with Mr. Jacobs at Paradise Lounge to discuss a handbill being distributed and the events that were apparently scheduled. Mr. Jacobs confirmed they were using Betters Entertainment as a promoter. He was advised that this promoter was not licensed with the City as required by code. When asked about whether the DJ's being used were licensed he stated that he did not know. He stated one DJ was an employee. He was advised that the employee should be noted on the employee list required to be maintained and the others would be required to be licensed by the City.

Owner William Jacobs was additionally advised that the distribution of handbills required a business license from the City. Mr. Jacobs was issued a Notice of Violation for violation of LVMC 6.02.060(A), (B) and 6.02.320(A).

SUBSTANTIVE LAW

LVMC 6.02.330(H) provides [Unlawful Business Activity]:

> The licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include:
>
> . . .
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a **work card** when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;
>
> . . . .
>
> (D) The licensee or any of its principals, or their employees or those acting on their behalf, violate a condition which is imposed upon the license;
>
> . . . .
>
> (G) The premises on which the business is conducted do not satisfy local, state or federal law or regulations which pertain to the activity which is actually engaged in;

. . . .

(H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a **private nuisance, public nuisance or chronic nuisance**, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, **allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance;** or

(I) The licensee, any of its principals, their employees or those acting on their behalf **failed to cooperate with the Director's efforts to enforce the provisions of this Code.**

LVMC 6.02.350 provides [Acts and Omissions]:

A licensee under this Chapter shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee. [Emphasis added.]

LVMC 6.86.030 provides [Employer responsibility, Valid Work Card]:

It is unlawful for any employer to employ a person who is required to have a work card **unless such person has a valid work card** for such employment.

LVMC 6.86.030 provides [Notification of changes to Work Card]:

The work card holder shall notify Metro within five days of any changes in employment, name change, or change in residence. This requirement is in addition to the notification provision for the employer contained in Section 6.86.030. [Emphasis added.]

STANDARD OF EVIDENCE

LVMC 6.88.090 provides:

(A) **The hearing need not be conducted according to technical rules relating to evidence and witnesses.** Any relevant evidence may be admitted.

(B) The respondent shall have the right to call and examine witnesses on his own behalf, cross-examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.

(C) The respondent may be called and examined by the City.

(D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony. [Emphasis added.]

PENALTY

LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, **revocation**, refusal to renew, **suspension**, imposition of conditions or **restrictions** or civil **fine** in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence, or any combination of such actions, as the particular situation may require. **The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees,** resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available. [Emphasis added.]

ALLEGATIONS

COUNT ONE

It is alleged that between November 19, 2008 and present, Respondents William L. Jacobs, Adela Jacobs and Admistca, Inc., d/b/a Paradise Lounge, operated a business which constituted a public, private and chronic nuisance and which has been conducted in an unlawful, illegal and impermissible manner, to wit: creating, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance and permitting an environment in which violence occurred, to include Possession of Stolen Firearm, Prohibited Person in Possession of a Firearm, Battery, Assault With a Deadly Weapon, Violence and Malicious Destruction of Private Property, all of which required a disproportionate use of Las Vegas Metropolitan Police Department resources in violation of the Las Vegas Municipal Code and the Nevada Revised Statutes.

COUNT TWO

It is alleged that between November 19, 2008 and present, Respondents William L. Jacobs, Adela Jacobs and Admistca, Inc., d/b/a Paradise Lounge, operated a business which they and its principals, employees and others acting on its behalf failed to require of its employees and others related directly and indirectly to the business to acquire, maintain and report work cards, change of employment registration and other required documents and failing to

cooperate with the Director of Business Services efforts to enforce the provisions of the Las Vegas Municipal Code, in violation of the Las Vegas Municipal Code and the Nevada Revised Statutes.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the licenses that are the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this 13 day of October, 2009.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
JAMES W. ERBECK
Senior Litigation Counsel
Chief Deputy City Attorney
Nevada Bar No. 659
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - 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.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a Liquor Caterer License subject to Health Dept. regulations, Mundo, LLC, dba Mundo A Culinary Haute Spot, 495 South Grand Central Parkway, Suite 116, Irma Aguirre, Managing Mmbr, George Harris, Managing Mmbr, George Collaso, Interest, and Robert T. Beers, Interest - Ward 5 (Barlow) - [NOTE: Item to be heard in the afternoon session in conjunction with Item 91 - SUP-35838]

Fiscal Impact

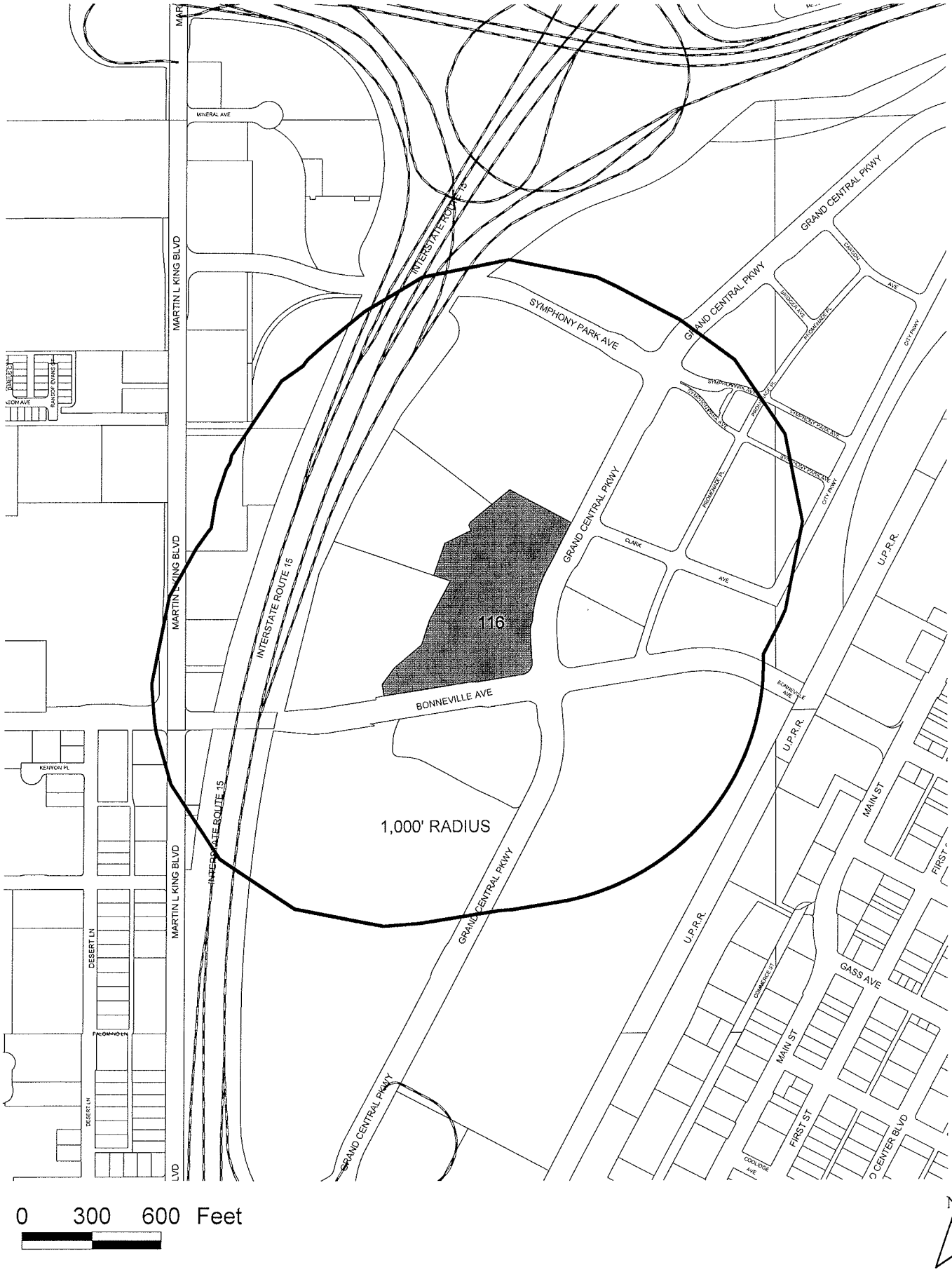
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Temporary Liquor Caterer License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
Map

MUNDO A CULINARY HAUTE SPOT



City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to the provisions of the planning code and Health Dept. regulations, From: Pounders, Inc, dba Pounders Sports Lounge, 332 West Sahara Avenue, To: Mundo, LLC, dba Mundo A Culinary Haute Spot, 495 South Grand Central Parkway, Suite 116, Irma Aguirre, Managing Mmbr, George Harris, Managing Mmbr, George Collaso, Interest, and Robert T. Beers, Interest - Ward 5 (Barlow) [NOTE: Item to be heard in the afternoon session in conjunction with Item 91 - SUP-35838]

Fiscal Impact

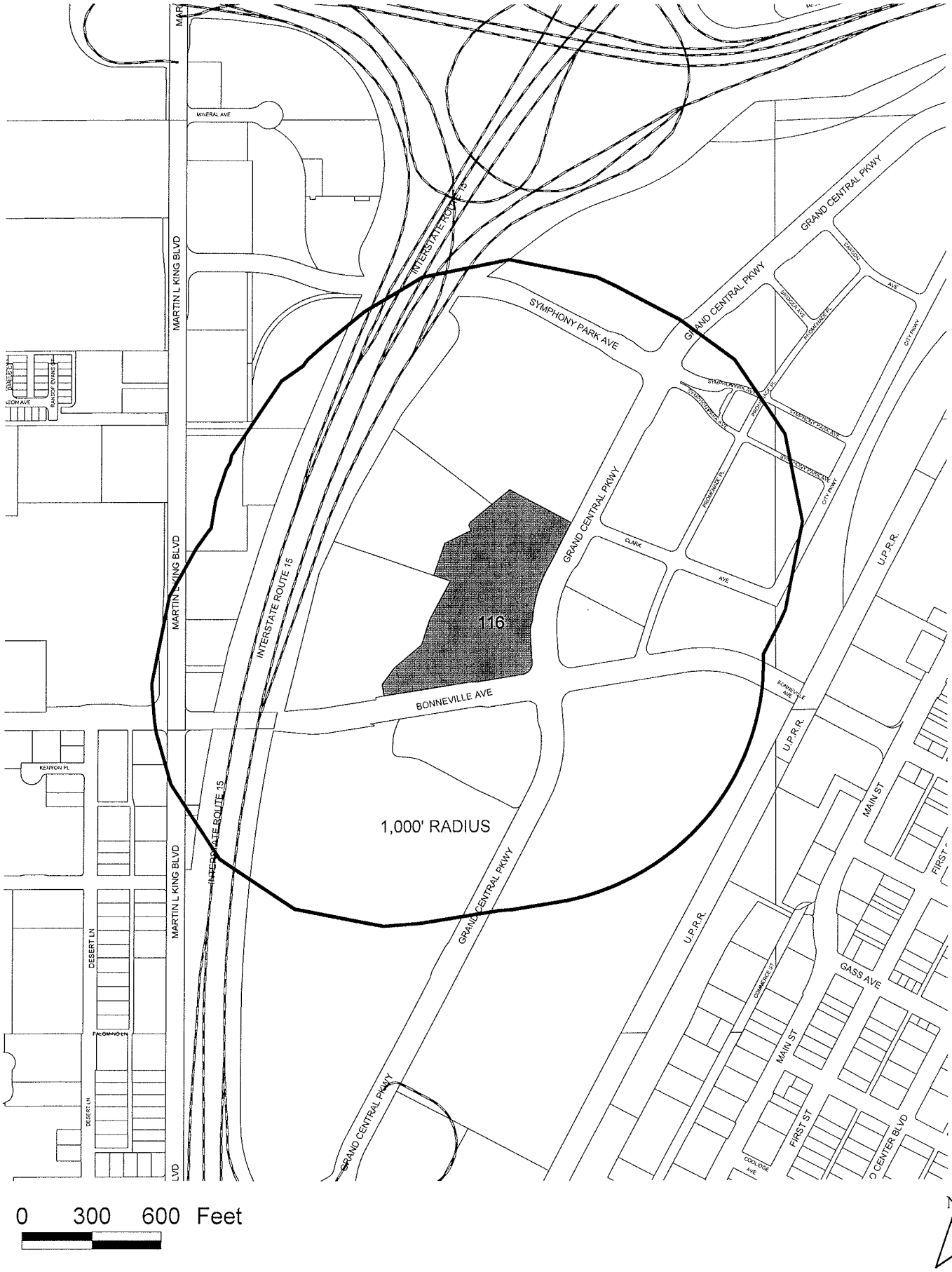
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning code and Health Dept. regulations.

BACKUP DOCUMENTATION:
Map

MUNDO A CULINARY HAUTE SPOT



City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Work Card Denial for 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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - 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. This item was held in abeyance at the 11/18/2009 City Council Meeting.

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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE - Terrence P. Kane, P.E., Term Expiration 12-3-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
There are three representatives of the general public on this Citizens Advisory Committee. One citizen is appointed by the City Council, with one citizen appointed by each of the two City Council members serving on the Regional Flood Control District. Mr. Terrence P. Kane presently serves in the seat appointed by the City Council, and his term will expire December 3, 2009. Terms are two years, with no limit to the number of terms. Mr. Kane is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new member OR reappoint Mr. Kane

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Letter from Gale Wm. Fraser, II, P.E., General Manager/Chief Engineer, Regional Flood Control District

Regional Flood Control District Citizens Advisory Committee

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Terrence P. Kane, PE** Ward 4 Address	12/3 /2003 **Reapp: 11/16/2005 11/7/2007**	12/3/2009	Council
2	**Dr. Linda Young** Independent Appointment Ward 6 Address	11/9 /2001 **Reapp: 11/9/2003 11/9/2005**	11/9/2009 **11/9/2007**	Mayor
3	**Nachman Kataczinsky** Independent Appointment Ward 6 Address	4 /13/2009 **Reapp:**	4/13/2011	Ross

AUTHORITY: NRS. 543.355

MEMBERS: 3 representatives of the general public.
(One citizen appointed by the City Council; one citizen appointed by each of the two City Council members serving on the Regional Flood Control District.)

TERMS: 2 year terms - terms of office for the Citizens Advisory Committee are set by the RFC CAC Rules and Regulations. No limit to number of terms.

NOTES: The term of an independent appointed board member will expire when the term for the appointing official serving on the board expires. The new council member on the board then appoints or re-appoints to fill the position.

The information related to the two independent appointments shown was provided by the Regional Flood Control District. Council members make independent appointments handled by the RFC staff – The City Clerk's Office has no involvement with these appointments.

REGIONAL FLOOD CONTROL DISTRICT

RECEIVED
CITY CLERK

2009 OCT 23 A 10:58

Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

BOARD OF DIRECTORS

Larry Brown
Chairman
Clark County

Robert L. Eliason
Vice-Chairman
City of North Las Vegas

David Bennett
City of Mesquite

Chris Giunchigliani
Clark County

Mayor Oscar Goodman
City of Las Vegas

Debra March
City of Henderson

Steven D. Ross
City of Las Vegas

Mayor Roger Tobler
City of Boulder City

October 21, 2009

Ms. Vicky Darling CMC
Chief Deputy City Clerk
City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101

Dear Ms. Darling:

Mr. Terrence P. Kane was appointed by the City of Las Vegas City Council to the Regional Flood Control District's Citizens Advisory Committee at their November 7, 2007 meeting. Pursuant to our Policies and Procedures:

F. Citizens Advisory Committee

2. Membership

b. Members shall serve for a term of two (2) years and may be reappointed to additional terms by the appointing agency or individual. Members appointed by individual Board members shall terminate membership upon termination of the appointing Board members.

Our records indicate the appointment of Mr. Kane will expire on November 7, 2009. Mr. Kane has done a good job as a contributing member to the Committee and the District would be pleased if the City Council chooses to reappoint him; however, your office needs to contact him regarding their willingness to continue serving. Please place this item before the City Council at your earliest convenience for approval and forward us the necessary appointment information.

If Mr. Kane chooses not to continue on the Committee or it is your desire to appoint another representative, please send us the name and contact information of your new appointee. The Regional Flood Control District appreciates your continued support of our Citizens Advisory Committee and look forward to your reply.

If you have any question, I may be contacted at the number below.

Sincerely,

Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

GWF:cmf

P:\Agendas\Agenda Process\CAC\CAC APPT_REAPPT LETTERS\CAC Reappointment Notification_CLV CC_Kane.doc

600 S. Grand Central Parkway, Suite 300 • Las Vegas, Nevada 89106-4511
(702) 685-0000 • FAX: (702) 685-0001
Website: *http://www.regionalflood.org*

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Michael R. Aker Sr., Term Expiration 12-3-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The term of office for Michael R. Aker Sr. expires December 3, 2009. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Aker is eligible and wishes to be reappointed. This Board requires appointment by the City Council.

RECOMMENDATION:
Options are:
Reappoint Mr. Aker or appoint a new member to fill this seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Billie Bastain, Director, Leisure Services Department
3. Board Interest Forms from Irene De La Rosa, Kenneth Kovalchik, Ralph Krause, Matthew Ward, Audrey Asselin, Thomas Boley, Vernell McNeal and Victor Cochran

Park and Recreation Advisory Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Michael R. Aker**	10/4 /2006	12/12/2009	Brown
		Reapp: 11/15/2006		
2	**Letia (Lee) M. Heenan**	9 /1 /1974	1/7/2010	Mayor
	Ward 1 Address	**Reapp: 12/15/1997 1/3/2001**	**1/7/2004 12/20/2006**	
3	**Lisa B. Sherman**	4 /1 /1992	4/1/2010	Wolfson
	Ward 2 Address	**Reapp: 4/5/1995 3/23/1998**	**3/7/2001 3/17/2004**	
		3/7/2007		
4	**Malcolm D. White**	11/7 /2001	4/7/2010	Reese
	Ward 4 Address	**Reapp: 4/7/2004 3/7/2007**		
5	**Brent Blackburn**	10/18/2000	1/6/2011	Reese
	Ward 3 Address	**Reapp: 12/5/2001 1/5/2005**	**12/19/2007**	
6	**Stavan R. Corbett**	11/2 /2005	11/2/2011	Brown
	Ward 3 Address	**Reapp: 10/15/2008**		
7	**Craig Ballew**	12/3 /2008	12/3/2011	Brown
	County Address	**Reapp:**		
8	**Harry Lee**	12/6 /2006	12/7/2011	Ross
	Ward 6 Address	**Reapp: 12/3/2008**		
9	**William Teel**	12/17/2008	12/17/2011	Reese
	Ward 6 Address	**Reapp:**		
10	**Kyle Stephens**	11/7 /2007	1/8/2012	Tarkanian
	Ward 1 Address	**Reapp: 12/17/2008**		
11	**Adroushan (Andy) Armenian**	6 /4 /2008	2/5/2012	Steinman
	County Address	**Reapp: 1/21/2009**		

Name		Appointment Date		Expiration Date	Recommended By:
12 William McCurdy		12/5 /2001		2/20/2012	Steinman
Ward 5 Address	**Reapp:**	**1/22/2003**	**1/18/2006**	**1/21/2009**	
13 Tom McGrath		3 /1 /2006		3/1/2012	Tarkanian
Ward 1 Address	**Reapp:**	**02/18/2009**			
14 Laurie R. Buchman		9 /17/2008		3/24/2012	Reese
Ward 2 Address	**Reapp:**	**03/04/2009**			
Replaces Ernie Haupt, Deceased					
15 Charles Foger		11/6 /2002		3/24/2012	Reese
Ward 5 Address	**Reapp:**	**2/19/2003**	**3/1/2006**	**03/04/2009**	

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Leisure Services

To: Beverly Bridges, City Clerk

From: Billie M. Bastian, Director

CC: Vicky Skilbred
Stacey Campbell

Date: October 21, 2009

Re: Reappointment, Michael Aker, Park and Recreation Advisory Commission

---

I have received notification that Mr. Michael Aker would like to be reappointed to the Park and Recreation Advisory Commission. Mr. Aker has had excellent attendance during the current and previous year, being absent from only three out of 18 meetings.

Mr. Aker brings experience, value and has shown his dedication to serving on this board. I highly recommend his reappointment.

RECEIVED
CITY CLERK

2009 FEB 25 A 10:55

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Irene De La Rosa

Home Street Address: 6400 Brandywine Way

City: Las Vegas **ZIP Code:** 89107

Work Street Address: _____

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** _____

Home Phone Number: (702) 870-4751 **Work Phone Number:** _____

Other Phone Number: _____ **Email Address:** _____

Please list the boards, commissions, or committees that you are interested in serving on:

Youth Neighborhood Association Partnership Program Grant Review Board, Animal Advisory Committee, Community Development Recommending Board, Senior Citizen Advisory Board, and Parks and Recreation Advisory Board.

For office use only

CLV Y X N ___

Ward 1

Date 4/6/09 jc

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

I am a member of National Honor Society at Clark High School but I have not had the opportunity to participate in a City of Las Vegas board or committe, this will be my first time. It will be an honor to serve in the YNAPP Grant Review Board.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I have background knowledge in community service events such as The Buddy Walk, Operation School Bell, Ronald McDonald House, Catholic Charities Soup kitchen, and church I have seen first hand experience of were help and funding is needed the most. I am dedicated, responsible, hardworking, team player and always there to give a helping hand.

Please list any of your relatives or friends that work for the entity in which you would be serving:

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.*

Student Name		
DeLaRosa, Irene		
Student ID	Grade	Gender
195117	11	F
Birth Place	Date Of Birth	Ethnic Code
Las Vegasq, N	01/01/92	

ACADEMIC HIST

Enter Date: **08/25/97**
Leave Date:
Class Of: 2010
Diploma Type:

School Name/Address
551-Clark High School
4291 Pennwood Ave.
Las Vegas, NV 89102
Tel: 702-799-5800 Fax: 799-5813
School Alternate Number: 401

Maria D De La Rosa
6400 BRANDYWINE WY
Las Vegas, NV 89107

Crs ID	Course Title	Grade	Ab	Credit
531-Hyde Park Middle School				
Grd 09 1/2004 Term: 01				
1046000O	Comp Literacy 6	P	1	0.500
Crd Att: 0.500 Cmp: 0.500	GPA for Term: 0.000			
531-Hyde Park Middle School				
Grd 09 1/2006 Term: 01				
1384000O	Spanish I	A		0.500
1590040O C	Alg I H Math Inst	B		0.750
Crd Att: 1.250 Cmp: 1.250	GPA for Term: 3.400			
531-Hyde Park Middle School				
Grd 09 6/2006 Term: 02				
2384000O	Spanish I	A	1	0.500
2590040O C	Alg I H Math Inst	B	2	0.750
Crd Att: 1.250 Cmp: 1.250	GPA for Term: 3.400			
698-Palo Verde Summer				
Grd 09 8/2006 Term: 03				
1483000O C	Geometry	A		0.500
Crd Att: 0.500 Cmp: 0.500	GPA for Term: 4.000			
551-Clark High School				
Grd 09 1/2007 Term: 01				
1328000O	Intro Business	A		0.500
1350000O	Career Ed	A		0.500
1385040O	Spanish II H	A		0.500
1430040O C	English I H	A		0.500
1483040O C	Geometry H	A		1.000
1645000O	PE I	A		0.500
1676040O C	Biology I H	A		1.000
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			
551-Clark High School				
Grd 09 6/2007 Term: 02				
1642000O	Health Education	A	1	0.500
2328000O	Intro Business	A	3	0.500
2385040O	Spanish II H	A	1	0.500
2430040O C	English I H	A	3	0.500
2483040O C	Geometry H	A	2	0.500
2499090O	Adv Stdy-Math	A	1	0.500
2645000O	PE I	A	3	0.500
2676040O C	Biology I H	A	2	0.500
2699000O C	Adv Stdy-Science	A	1	0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			

Crs ID	Course Title	Grade	Ab	Credit
551-Clark High School				
Grd 10 1/2008 Term: 01				
1386040O	Spanish III H	A		0.500
1445040O C	Am Literature H	A		0.500
1481040O C	Alg II/Trig H	A		1.000
1640000O	Driver Education	A		0.500
1646000O	PE II	A		0.500
1685040O C	Chemistry I H	A		1.000
1701020O C	AP World History	A		0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			
551-Clark High School				
Grd 10 6/2008 Term: 02				
2386040O	Spanish III H	A		0.500
2445040O C	Am Literature H	A		0.500
2481040O C	Alg II/Trig H	A		0.500
2499000O	Adv Stdy-Math	A		0.500
2572000O	Music History	A		0.500
2646000O	PE II	A	1	0.500
2685040O C	Chemistry I H	A	1	0.500
2699000O C	Adv Stdy-Science	A		0.500
2701020O C	AP World History	A		0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			
551-Clark High School				
Grd 11 1/2009 Term: 01				
1346000O	Student Aide	A	1	0.500
1366120O	AP Spanish Lang	A	1	0.500
1467020O C	AP Eng Lang/Comp	A	1	0.500
1487540O C	Precalc AB H-AMSAT	A	1	0.500
1680040O C	Anat/Phys H	A	1	0.500
1686020O C	AP Chemistry	A	1	0.500
1690040O C	Physics I H	B	1	0.500
1702100O	Ext Math Lab	A		0.500
1703020O C	AP U.S. History	A		0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 3.889			
998-External Credits				
Grd 11 1/2009 Term: 01				
1352000O	Comm Service	P		0.500
2352000O	Comm Service	P		0.500
Crd Att: 1.000 Cmp: 1.000	GPA for Term: 0.000			

Work In Progress

Crs ID	Course Title	Credit
2346000O	Student Aide	0.500
2366120O	AP Spanish Lang	0.500
2467020O	AP Eng Lang/Comp	0.500
2487540O	Precalc AB H-AMSAT	0.750
2680040O	Anat/Phys H	0.500
2686020O	AP Chemistry	0.500
2690040O	Physics I H	0.500
2702100O	Ext Math Lab	0.500
2703020O	AP U.S. History	0.500

Credit Summary - Standard Diploma

Subject Area	Req	Cmp	Def
English 1 (1)	0.500	0.500	
English 1 (2)	0.500	0.500	
English Other	3.000	1.500	1.500
Applied Algebra 1A (1)		0.000	
Applied Algebra 1A (2)		0.000	
Applied Algebra 1B (1)		0.000	
Applied Algebra 1B (2)		0.000	
Algebra (1) or above	0.500	0.500	
Algebra (2) or above	0.500	0.500	
Mathematics	2.000	2.000	
Physical Education I	1.000	1.000	
Physical Education II	1.000	1.000	
Health Education	0.500	0.500	
Science	2.000	2.000	
Wrld Hist/Human (1)	0.500	0.500	
Wrld Hist/Human (2)	0.500	0.500	
U.S. History (1)	0.500	0.500	
U.S. History (2)	0.500	0.000	0.500
U.S. Government (1)	0.500	0.000	0.500
U.S. Government (2)	0.500	0.000	0.500
Use of Computers	0.500	0.500	
SocStd/Arts/Human/OccEd	0.000	0.000	
Electives	7.500	15.000	
------Total Credits------	22.500	27.000	3.000

Student Name		
DeLaRosa, Irene		
Student ID	Grade	Gender
195117	11	F
Birth Place	Date Of Birth	Ethnic Code
Las Vegasq, N	01/01/92	

ACADEMIC HIST

Enter Date: **08/25/97**
Leave Date:
Class Of: 2010
Diploma Type:

School Name/Address
551-Clark High School
4291 Pennwood Ave.
Las Vegas, NV 89102
Tel: 702-799-5800 Fax: 799-5813
School Alternate Number: 401

GPA Summary
Non-Weighted GPA: 3.922
Weighted GPA: 4.697 Class rank is 10 of 495
Total Credits Attempted: 27.000
Total Credits Earned: 27.000

Transcript is unofficial unless signed by a school official

Registrar's Signature _____ Date: 02/23/09

6400 Brandywine Way
Las Vegas, NV 89107

(702)-870-4751
bocasjal@yahoo.com

Irene De La Rosa

Objective

I plan on attending a university and study pre-medicine.

Education

Sep. 2006 - To Present ED W Clark High School Las Vegas, Nevada

Activities/Achievements

Sep. 2007 - To Present Community Service/National Honor Society
- 3 hours per week
- Give back a helping hand to the community .

Sep. 2008 - To Present Community Service/Valley Hospital Medical Center
- 10 hours per week
- Volunteered in different hospital areas.

Sep. 2008 - To Present Scholarly Work or Presentation/Valley Hospital Medical Explorer
- 2 hours per week
- Learned about the various fields of medicine.

Sep. 2008 - To Present Community Service/Operation School Bell
- Help children in need pick an outfit.

Sep. 2008 - To Present Community Service/Catholic Charities
- Feed the hungry at Catholic Charities.

Jan. 2009 - To Present Community Service/Ronald Mc Donald House
- Help cook food for a family living through times of stress.

Oct. 2005 - To Present Community Service/Saint Francis de Sales Catholic Church Usher
- 1 hours per week
- Help organize church events.

Jan. 2009 - Jan. 2009 Award/Certificate Of Honor
- This certificate is presented as an acknowledgement of outstanding scholastic achievement at Clark High School for straight A academic achievement.

May 2008 - May 2008 Award/National Honor Society Character
- 3 hours per week
- This award is given to only two students in the National Honor Society Club at school who demonstarte traits of character.

Standardized Tests

11/15/2008 ASVAB
- Career planning.

10/13/2008 PSAT
- Average Quartile

Workshops/Training

9/10/2008-To Present | Valley Hospital Medical Center Volunteer | Valley Hospital Medical Center

- Training - How to work in different areas of the hospital, and assist patients in need of help and attention.

Skills/Interests

Languages
Spanish

Special Skills
Bilingual Computer Literacy

Interests
The Medical Field, Helping others, Fashion, Dancing, Listening to music

References

Aaron Dehne
Chemistry Teacher
ED W Clark High School
Home: (702)-799-5800

Denali Jordan
Algebra II/Trigonometry
ED W Clark High School
Work: (702)-799-5800

Melissa Rucks
English language and Composition Teacher
ED W Clark High School
Work: (702)-799-5800

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

March 2, 2009

Mr. Kenneth Kovalchik
8044 Revolver Avenue
Las Vegas, Nevada 89131

RE: Board Interest Form

Dear Mr. Kovalchik:

I have received your Board Interest Form expressing interest in serving the City of Las Vegas on the Planning Commission, the Parks & Recreation Advisory Committee, the Neighborhood Partners Fund Board and the Conservation District of Southern Nevada. I have forwarded copies to Deputy City Manager Orlando Sanchez, the Director of Neighborhood Services, Steven Harsin, Margo Wheeler, Director of Planning & Development, the Acting Leisure Services Director, Billie Bastian and your Ward 6 representative, Councilman Steven D. Ross. The Planning & Development Department oversees the activities of the Planning Commission, the Neighborhood Services Department oversees the activities of the Neighborhood Partners Fund Board, Leisure Services oversees the Park & Recreation Advisory Committee and the Mayor and Council have been copied for your consideration as a nominee to the Conservation District of Southern Nevada.

Your form will be kept on file until March 2, 2010, whether or not you are selected for a vacancy. Prior to that date, we will contact you by mail to confirm your wish to remain on the list for another year and to update your contact information. You may also wish to explore the City's website at www.lasvegasnevada.gov/Government/ boards.asp to consider other boards you might be interested in serving upon. Simply send us a letter advising of any additional boards to be added to your interest form.

We appreciate your interest in serving the City of Las Vegas. Should you have any questions, please do not hesitate to contact our office at (702) 229-6311.

Sincerely,

BEVERLY K. BRIDGES, CMC
City Clerk

/slc

cc: Orlando Sanchez, Deputy City Manager
Margo Wheeler, Director, Planning and Development
Stephen Harsin, Director, Neighborhood Services
Billie Bastian, Acting Director, Leisure Services Department
Councilman Steven D. Ross
Mayor and Council members for Wards 1, 2, 3, 4 & 5

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.

RECEIVED
CITY CLERK

2009 FEB -6 P 12:23

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Kenneth Kovalchik

Home Street Address: 8044 Revolver Ave

City: Las Vegas **ZIP Code:** 89131

Work Street Address: 500 S. Grand Central Pkwy

City: Las Vegas **ZIP Code:** 89155

Employer: Clark County **Occupation:** Senior Planner

Home Phone Number: 513-3042 **Work Phone Number:** 455-5008

Other Phone Number: _____ **Email Address:** kenkov5@gmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

Planning Commission; Parks & Recreation Advisory Committee; Neighborhood Partners Fund Board; Conservation District of Southern Nevada

For office use only

CLV Y ✓ N ___

Ward 6

Date 2/17/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

See Attachment A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Previous experience serving on Boards and/or Committees; experience working for State and local government agencies; grant writing experience; Request for Proposals (RFP) writing, reviewing and ranking experience; technical writing experience; experience presenting project information to community leaders, appointed and elected officials

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.*

8044 Revolver Ave.
Las Vegas, NV 89131

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear Sir/Madam,

As a resident of the City of Las Vegas I am seeking to become more involved in our community and assist in continuing to make it a better place to live and work. I am offering my background and knowledge as a means to assist in this. Please accept the enclosed form and supporting documentation as my request to be appointed to the following Boards, Committees and/or Commissions:

1) Planning Commission;
2) Parks and Recreation Advisory Committee;
3) Neighborhood Partners Fund Program; and
4) Conservation District of Southern Nevada

I find that my experience in working for State and local governments; grant writing and RFP writing; being a member of previous boards and committees; 8 years experience as a professional urban planner; and experience of working closely with elected and appointed officials qualifies me as a strong candidate. I welcome the opportunity to meet with community leaders and/or members of the abovementioned Boards, Committees and/or Commissions to discuss my qualifications in more detail. Thank you.

Kind Regards,

Kenneth Kovalchik, AICP

Kenneth Kovalchik, AICP

8044 Revolver Ave.
Las Vegas, NV 89131
(702) 513-3042 cell Email: kenkov5@gmail.com

Dedicated Urban Planner wants to be more active in the community by offering my expertise, background and knowledge to various boards, commissions and committees with the City of Las Vegas.

Employment

Clark County Dept. of Comprehensive Planning, Las Vegas, NV, March 2005 - Present
Senior Planner

- Conduct pre-application meetings with applicants/developers submitting land use applications; review applications for compliance with the Clark County Title 30 Development Code.
- Prepare development review reports accurately and within designated time frames, for conformance to development codes and county plans.
- Present staff findings to Town Boards and Planning Commission for consideration.
- Participate in team review of development plans and staff findings.
- Work the Current Planning Division front counter and provide information and interpretation of County Land Use Regulations and applications to the general public.
- Assisted in updating Winchester/Paradise Land Use Plan, Laughlin Land Use Plan, Enterprise Land Use Plan and South County Land Use Plan.
- Supervise junior level staff.

Town of Avon Community Development Dept., Avon, CO, March 2004 – March 2005
Planner I

- Reviewed development applications for compliance with Town Codes and community plans and presented staff reports to the Planning and Zoning Commission.
- Conducted pre-application meetings with applicants submitting development proposals.
- Conferred and coordinated with architects, building officials, surveyors, and Town Engineers on development applications.
- Code enforcement, site visits and field research.
- Team member in updating the Town of Avon Comprehensive Plan, previously updated in 1996. Team member in amending the Town of Avon, Residential, Commercial, and Industrial Design Review Guidelines.

Hudson River Valley Greenway, Albany, NY, March 2002 – December 2003
Trails Director

- Responsible for the management and development of the state legislated Hudson River Greenway Trail.
- Provided technical planning assistance regarding open space, historic and cultural preservation, pedestrian trail design, site planning, public access easements, zoning issues, and grant writing assistance and to the communities located within the designated Greenway and Heritage areas.
- Successfully prepared two federally funded grant applications for Greenway projects; prepared Request for Proposals (RFP's) for federally funded projects.
- Supervised interns and junior level planners.
- Staff leader on agency projects – Greenway Trail Vision Plan; Mohawk/Hudson Bike Hike Trail Study; Getting Involved: A Community Trail Handbook for Landowners,

Hudson River Valley Scenic Byways Project; and the Rensselaer County Greenway Trail Connection Study.

- Prepared and presented power point presentations and facilitated public meetings of up to 50 people.
- Greenway liaison to the New York State Trails Committee, Quassaick Creek Coalition, Wappinger Falls Greenway Committee, Village of Catskill Greenway Committee, Capital District Transportation Committee Bike/Pedestrian Taskforce, and the Mohawk/Hudson Bike/Hike Trail Committee.
- Event Coordinator for 2002 Hudson Greenway Trail Tour – a 10 day 226 miles hike and bike event from New York City to Albany, New York.

Berkshire Regional Planning Commission, Pittsfield, MA, May 2001- January 2002
Internship

- Team Leader Ashuwillticook Rail Trail feasibility Study - Conducted site visits, facilitated public meetings, and developed a feasibility study for trail extensions.
- Community Development Planning – Assisted six communities in updating their Community Development Plans.
- Onota Lake Stormwater Runoff Study – analyzed the environmental impacts of untreated storm water runoff into Onota Lake; conducted field studies, compiled a photo and written database of all storm water outflows, met with local officials and developed an environmental analysis report of my findings and recommendations.

Education

University at Albany, SUNY, Albany, N.Y.
Masters Degree Urban and Regional Planning Awarded December 2002
Plattsburgh State University, SUNY, Plattsburgh, N.Y.
Bachelors Degree Geography Awarded May 1994

Memberships/ Certifications

American Planning Association (APA)
American Institute of Certified Planners (AICP)

Software

MS Word, MS Power Point, MS Excel, Arc View 3.2, MS Publisher, MS Outlook, Naviline; Kovis; and GIS Open Door,

Awards

Planning and Design Recommendations for the West Side Neighborhood of Saratoga Springs, NY - Graduate School Planning Studio Project
2003 AICP National Student Project Award awarded from American Institute of Certified Planners.
2002 Outstanding Student Project awarded from the American Planning Association Upstate New York Chapter.

Training

Institute for Participatory Management and Planning - Management training in consent building strategies. Certificate Awarded April 2007.
Lorman Education Services - Law of Easements Awarded August 2008
Department of Homeland Security – Introduction to the Incident Command System (ICS) certificate awarded January 2009; and ICS for Single Resources and Initial Action Incidents certificate awarded January 2009.

Attachment A
Previous Committees Served On

Hudson River Valley Greenway

Greenway liaison to:

- New York State Trails Committee
- Quassaick Creek Coalition
- Wappinger Falls Greenway Committee
- Village of Catskill Greenway Committee
- Capital District Transportation Committee Bike/Pedestrian Taskforce
- Mohawk/Hudson Bike/Hike Trail Committee

Clark County

- Planning Advisory Group for South County Land Use Plan update
- Planning Advisory Group for Enterprise Land Use Plan update

Town of Avon

- Town of Avon Master Plan Advisory Committee

RECEIVED
CITY CLERK

2008 JUL -2 A 11:59

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Ralph Krauss

Home Street Address: 5820 Palmilla St. #9

City: North Las Vegas **ZIP Code:** 89031

Work Street Address: 5100 W. Sahara

City: LAS VEGAS **ZIP Code:** 89146

Employer: CCSD **Occupation:** Teacher

Home Phone Number: 702-575-7690 **Work Phone Number:** 702-575-7690

Other Phone Number: _____ **Email Address:** rkrauss@interact.ccsd.ne

Please list the boards, commissions, or committees that you are interested in serving on:

Redevelopment Agency, Planning Commission, YNAPP, Traffic and Parking Commission, Las Vegas Housing Authority, or any committee that has an opening

For office use only

CLV Y___ N✓

Ward N/A

Date 7/2/2008

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None as of yet

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

2001 Student Body president - Grosse Ile, High School
2001 Key Club President Grosse Ile High School
7 year Resident of Clark County
UNLV - Bachelor's Degree (Comm)
Sierra Nevada College - Master's Degree - Elem ED - in progress

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.*

RECEIVED
CITY CLERK

2008 SEP 26 P 2:02

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Matthew T. Ward

Home Street Address: 1555 Tangerine Lake Dr

City: Las Vegas, Nv. **ZIP Code:** 89142

Work Street Address: 111 W. Bonanza Blvd.

City: Las Vegas, Nv **ZIP Code:** 89125

Employer: Stephens Media **Occupation:** Editor

Home Phone Number: 702-553-8293 **Work Phone Number:** 702-387-5290

Other Phone Number: _____ **Email Address:** mwardlv@businesspress.com

Please list the boards, commissions, or committees that you are interested in serving on:

Animal Advisory, Arts Commission, CPAC, Community Development Recommendary Board, L.V.-CC Library District Board, Parks and Recreation

For office use only
CLV Y N ✓
Ward (U I C C)
Date 9/29/08
sle

09/26/2008 FRI 13:38 [TX/RX NO 8967] 001

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Have experience serving public good through careers as journalist, can dissect budgets, understand role of citizen boards and committees in policy formulation, have public relations skills, and am active in business community.

Please list any of your relatives or friends that work for the entity in which you would be serving:

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.**

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

July 13, 2009

Ms. Audrey Asselin
7921 Aviano Pines
Las Vegas, Nevada 89129

RE: Board Interest Form

Dear Ms. Asselin:

I have received your renewal request for your previous Board Interest Form for the RTC of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance, Planning Commission, Traffic and Parking Commission and Park & Recreation Advisory Commission and the additional Board Interest Form expressing interest in also serving the City of Las Vegas on the Community Development Recommending Board, Conservation District of Southern Nevada, Historic Preservation Commission and Neon Museum Board. I have forwarded copies to all of the Directors of the departments that oversee the activities of the above mentioned boards. Seats on our Redevelopment Agency board as well as the Regional Flood Control District are filled by elected officials only.

Your forms will be kept on file until July 9, 2010 whether or not you are selected for a vacancy. You may also wish to explore the City's website at www.lasvegasnevada.gov/Government/ boards.asp to consider other boards you may be interested in serving upon. Simply send us a letter advising of any additional boards to be added to your interest form.

We appreciate your interest in serving the City of Las Vegas. Should you have any questions, please do not hesitate to contact our office at (702) 229-6311.

Sincerely,

Vicky Darling

VICKY DARLING, CMC
Chief Deputy City Clerk

/vwd

cc: Stephen Harsin, Director, Neighborhood Services
Jorge Cervantes, Director, Department of Public Works
M. Margo Wheeler, Director, Planning & Development Department
Billie Bastian, Acting Director, Leisure Services
Bill Arent, Acting Directory, Office of Business Development

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
Board, Commission, or Committee Interest Form

Name: Audrey Asselin

Home Street Address: 7921 Aviano Pines

City: LV **NV** **ZIP Code:** 89129

Work Street Address: 1009 Whitney Ranch

City: Henderson **ZIP Code:** 89014

Employer: TRC **Occupation:** Civil Engineer

Home Phone Number: 702.655.1002 **Work Phone Number:** 702.248.6415

Other Phone Number: cell 702.499.2958 **Email Address:** aasselin@trcsolutions.com

Please list the boards, commissions, or committees that you are interested in serving on:

① Community Development Recommending Board,
② Conservation District of Southern Nevada, ③ Historic Preservation Commission, ④ Neon Museum Board,
⑤ Parks & Rec Advisory Commission
⑥ Planning Commission
⑦ Redevelopment Agency
⑧ Regional Flood Control District

For office use only
CLV Y ✓ N ___
Ward 4
Date 1/9/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA Conference Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

Audrey Asselin, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Engineering Director ***4/2007 through present***

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
  - Land Acquisition research and analysis to help determine profit potential
  - Land Acquisition Pro formas
  - Coordination and Management of Engineering Documents, Entitlements and schedules
  - Value Engineering of each facet of construction for Land Development
  - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
  - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
  - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
  - Bond exoneration and utility refund analysis in order to close out jobs and budgets
  - Bi-party and Tri-party contract and budget management
  - Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Improvement Plans Production and all relevant reports as well as Final Maps
- Project Scheduling and Client Liaison
- Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

- Project Design and Coordination
- Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology
- Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Client/Architect Coordination and correspondence
- Final Mapping

At Home Mom ***2/1993 through 3/1996***

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

- Project Design and Coordination
- Site Layout, Planning and Calculating
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology and some Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Construction Management in conjunction with Architect for 2 High Schools
- Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

- Project Design and Coordination
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

RECEIVED
CITY CLERK

2008 AUG 29 A 10: 51

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: AUDREY M. ZACHRY

Home Street Address: 7921 AVIANO PINES

City: LAS VEGAS **ZIP Code:** 89129

Work Street Address: 1009 WHITNEY RANCH

City: HENDERSON **ZIP Code:** 89014

Employer: TRC **Occupation:** CIVIL ENGINEER

Home Phone Number: 702 6551002 **Work Phone Number:** 702 248 6415

Other Phone Number: 702 499 2958 **Email Address:** momazac@cox.net

Please list the boards, commissions, or committees that you are interested in serving on:

BUS BENCH / SHELTER CONSTR. & MAINT.

PLANNING COMMISSION, REDEVELOPMENT AGENCY

TRAFFIC & PARKING COMMISSION

PARKS & REC ADVISORY COMM.

For office use only

CLV Y ✓ N ___

Ward 4

Date 8.29.08

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA - SPRING CONFERENCE COMMITTEE

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

PLEASE SEE COVER LETTER & RESUMES ATTACHED

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

TRC

1009 Whitney Ranch Drive
Henderson, NV 89014

702.248.6415 PHONE
702.248.0626 FAX

www.TRCsolutions.com

RECEIVED
CITY CLERK

2008 AUG 29 A 10:50

RECEIVED
CITY CLERK

2008 AUG 29 A 10:47

August 27, 2008

Beverly Bridges, City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Subject: Request to be considered for Appointment to Committees and Commissions

Dear Ms. Bridges,

I am forwarding my Resume and Interest form to you, in an effort to be considered for appointment to the committees and/or commissions listed on the attached Interest form.

I am a Las Vegas resident and I believe I can serve my community with my expertise in Civil Engineering and Land Development specifically, but generally I can serve as a well invested and concerned citizen and mother of two. I am well organized and I can offer leadership and the ability to help create well thought out recommendations.

I believe in giving back to my community and this is an obvious way I can contribute to my city and state.

In the meantime, please let me know if there's anything I can assist with.

Thank you,

Audrey Zachry
Director of Land Development, TRC
Home address:
7921 Aviano Pines
Las Vegas, Nevada 89129
702-499-2958

Audrey Zachry, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Land Development Director ***4/2007 through present***

Marketing and Sales
Oversee of Project Entitlements, Project Design and Coordination
Oversee of Production Group implementing Improvement Plans and all relevant reports
Project Scheduling and Client Liaison
Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

Management of Company Start up and Client Base Marketing and Sales
Oversee of Estimates and Cost Analysis
General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

Oversight of Construction Management
Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
Land Acquisition Analysis, Budgets, Schedules and Proformas
Responsibilities included:

- Land Acquisition research and analysis to help determine profit potential
- Land Acquisition Proformas
- Coordination and Management of Engineering Documents, Entitlements and schedules
- Value Engineering of each facet of construction for Land Development
- Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
- Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
- Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
- Bond exoneration and utility refund analysis in order to close out jobs and budgets
- Bi-party and Tri-party contract and budget management
- Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

Oversee of Project Entitlements, Project Design and Coordination
Oversee of Production of Improvement Plans and all relevant reports as well as Final Maps
Project Scheduling and Client Liaison
Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

Project Design and Coordination
Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology
Storm Drain Calcs
Computer Department Manager; Acad, Softdesk Standards
Client/Architect Coordination and correspondence
Final Mapping

At Home Mom

2/1993 through 3/1996

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

Project Design and Coordination
Site Layout, Planning and Calc'ing
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology and some Storm Drain Calcs
Computer Department Manager; Acad, Softdesk Standards
Construction Management in conjunction with Architect for 2 High Schools
Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

Project Design and Coordination
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

State Of Nevada
Real Estate License

TRC

Audrey Zachry, PE
Director of Land Development

EDUCATION
Civil Engineering Major, University of Nevada

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS
Professional Engineer, Nevada, (#18277), 2007

AREAS OF EXPERTISE
Ms. Audrey Zachry has expertise in the following areas:

- Master Planned Communities and Infrastructure
- Residential Development
- Commercial Development
- Street Improvements
- Utilities
- Land Development Construction Management

REPRESENTATIVE EXPERIENCE
Ms. Zachry has over 20 years experience in various aspects of Land Development both in the public and private sectors. Her experience includes Construction Management of Residential Developments as well Senior Project Management of civil engineering and design projects. Her position as Director of Land Development allows her to lead and mentor many design teams to produce quality and timely projects for our clients.

Master Planned Communities and Infrastructure

American West Homes, Mountain Falls South – Pahrump, NV (Project Manager: 2007-present)
Ms. Zachry is currently involved with project management of the proposed 4,400 single family residential development in accordance with Nye County standards. This encompasses a 919-acre proposed development, entitlements, drainage facility design, backbone utilities, and street improvements as well as individual lot improvements.

Residential
Ovation, Duck Creek, Clark County, NV (Project Engineer: 2007-Present)
This project consisted of 363 apartment units on 20-acres in Clark County. Ms. Zachry was responsible for the technical drainage study and coordination with the improvement plans.

Plaster Development and Charter Development, Grand View, Copper Canyon, Willows at Sunrise and Willows at Lone Mountain Apartment Sites, Nv (Project Manager: 1998-2002)
These projects were 20 acre apartment sites, Ms. Zachry's responsibilities included close coordination with other firms including architectural, electrical, structural, mechanical, and landscape at all stages of the project. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and ADA compliance.

American Premiere, Centex and Charter Development, Santa Bella, Tesoro, Terracina, Terrasol, Cottonwood Series, Fairway Pointe at Queensridge, La Cresenta and La Ventina Single Family Residential Subdivisions, Nv (Project Manager: 1996-2004)
These projects ranged from 15 to 40 acre sites, Ms. Zachry's responsibilities included project management of the entitlements and civil engineering phase of projects. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and hydraulic and hydrology calculations. She managed and evaluated the site earthwork balance and cost estimates for the client to minimize ultimate project costs.

Commercial

Clark County School District, Martinez Elementary School, NV (Project Manager: 1999 - 2000) Ms. Zachry was responsible for the oversight of project design and coordination with the architect. The project consisted of sewer and water hydraulic analysis, along with traffic analysis coordination. Her responsibilities also included construction services, working through the architect to approve and coordinate product approvals.

Clark County School District, Las Vegas, Durango and Silverado High Schools, Nv (Project Manager: 1991 - 1993)
Ms. Zachry was project manager for each of the 40 acre sites. Her responsibilities included offsite coordination, site layout coordination with the architect and overall management of the civil project design, including water and sewer analysis. Her duties also included coordination of traffic design and hydrology design into the final civil design. Ms. Zachry coordinated and managed the project through the construction phase through the architect in charge.

Marathon Development, Horizon Market Place and Simmons Market Place and Green Valley Business Center, Nv (Project Manager: 2004-2006)
These projects were 20 acre commercial sites, Ms. Zachry's responsibilities included close coordination with other firms including architectural, electrical, structural, mechanical, and landscape at all stages of the project. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and she designed the site utilizing specific specifications of tenants and ADA Compliance.

LDS Church, Black Mountain, Alexander, Galleria and Towncenter LDS Church Sites, Nv (Project Manager: 1998-2002)
Ms. Zachry was project manager for each of the church sites. Her responsibilities included offsite coordination, site layout coordination with the architect and overall management of the civil project design, including water and sewer analysis. Her duties also included coordination of traffic design and hydrology design into the final civil design.

Tate and Snyder, Tate and Snyder Office Building, Nv (1991-1993)
Ms. Zachry's responsibilities included close coordination with the architect and landscape architect to meet the expectations of the client. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and she designed the site utilizing specific specifications of client and ADA Compliance.

Construction Management

Centex, Santa Bella, Tropical/Lawrence, Robindale/Lindale, Nelson Ranch, Mesa Verde, Runvee Single Family Residential Projects, Nv (Land Development Manager: 2004-2006)
Ms. Zachry's role was as Land Development Manager and her responsibilities included pro formas for each project for land acquisition, oversight of entitlements, budget and lot delivery schedules, contract negotiation and management, quarterly cost to completes to corporate, construction management, contractor management, bond exoneration and project close out.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers, ASCE
- American Public Works Association, APWA
- National Women in Construction, NWIC
- American General Contractors, AGC
- National Association of Industrial and Office Properties, Naiop
- Nevada Development Authority, NDA
- Urban Land Institute Nevada, ULI
- US Green Building Council, USGBC

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

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

RECEIVED
CITY CLERK

2009 MAR 27 A 10:46

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: VERNELL P. MCNEAL

Home Street Address: 1700 ALTA DR. #2089

City: LAS VEGAS **ZIP Code:** 89106

Work Street Address: 2280 N. LAS VEGAS BL.

City: N. LAS VEGAS **ZIP Code:** 89030

Employer: WALGREENS **Occupation:** ASST. MGR.

Home Phone Number: 868-8899 **Work Phone Number:** 649-1415

Other Phone Number: N/A **Email Address:** VERNELL.MCNEAL@YAHOO.COM

Please list the boards, commissions, or committees that you are interested in serving on:

CONSERVATION DISTRICT OF SO. NEVADA

PARKS AND RECREATION ADVISORY COMMITTEE

For office use only

CLV Y✓ N___

Ward 5

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):

LAS VEGAS TRAFFIC AND PARKING COMMISSION

LAS VEGAS TRAFFIC SIGNAL CAPITAL IMPROVEMENTS ADVISORY COMM.

NEVADA TEST SITE COMMUNITY ADVISORY BOARD

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I HAVE A STRONG DESIRE TO SERVE MY COMMUNITY. THIS IS ONE WAY THAT I CAN HELP MAKE LAS VEGAS A NICE PLACE TO LIVE AND GIVE BACK FOR THE GOOD LIFE THAT I'VE BEEN BLESSED WITH. I AM CURRENTLY SERVING ON THE ABOVE LISTED BOARDS

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.*

Vernell P. McNeal
1700 Alta Dr. #2089
Las Vegas, NV. 89106
(H) 702-868-8899
(C) 702-439-2873

OBJECTIVE

To secure a position where I can use my diversified background, experience, education, and skills.

SKILLS

U.S. Marine Corps Veteran
Managerial Experience
Strong Leadership/Supervisory Skills
Computer Literate

WORK EXPERIENCE

Sept. 05 – Present Walgreens Drug Store Las Vegas, NV.
Assistant Manager

Responsible for supervising associates in the front end of the store. Ensuring that our customers receive a high level of outstanding service. Audit registers, evaluate staff, and ensure company policies are followed.

Oct. 03 – Sept. 05 Savers Thrift Store Las Vegas, NV.
Operations Supervisor / Store Loss Prevention Specialist

Responsible for managing the day to day functions of the sales floor. Direct team members in various departments, monitor performance, give feed back and manage all aspects of the store when the Store Manager is not present.

June 99 – Oct. 03 Sav-On Drug Store Las Vegas, NV.
Assistant Manager

Assisted the General Manager in managing the operation of the store. Supervised the checkout area of the store, trained associates in the proper performance of their duties, performed all cash handling procedures, performed opening and/or closing procedures.

Aug. 98 – Sept. 00 In-Flight Sales, Inc. El Segundo, CA.
Security Agent

Examined and transported merchandise to be sold aboard major airlines as duty free items. Notified appropriate government agencies when violations were discovered. Holder of FAA and U.S. Customs Service Security Clearences.

May 97 – Aug 98 FTS, Inc Ontario, CA.
Distribution Supervisor

Responsible for training directing, and overall supervision of 3 lead men and approximately 25 warehouse workers in the areas of shipping/receiving, customer service, inventory control and order pulling.

June 81 – May 97 CA. Dept. of Corrections California
Correctional Sergeant

Responsible for the safety and well being of the public, staff, and inmates in CA. state prisons. Supervised Peace Officers and other staff in inmate housing units, work areas, and recreation areas. Trained staff in the proper use of firearms, chemical agents, and self defense. Served 10+ years as a SWAT member/instructor. Recipient of the CA. Distinguished Service Medal.

EDUCATION

- Las Vegas Citizens Police Academy, Las Vegas, NV. 8/07 - 11/07
- Clark County Election Board Officer Training, N. Las Vegas, NV. 6/06
- Las Vegas Citizens Fire Academy, Las Vegas, NV. 2/06 - 5/06
- Las Vegas Citizens Leadership Academy, Las Vegas, NV. 9/04 - 12/04
- Community Emergency Response Team Training (LVFR/FEMA), Las Vegas, NV. 05/02
- American Red Cross Disaster Action Team Training, Las Vegas, NV. 12/02-06/02
- CA. State Supervisors Training Academy, Sacramento, CA. 09/04
- Effective Supervision-Cal Poly University, Pomona, CA. 01/90-12/91
- FBI Officers Training Academy, San Bernardino, CA. 11/87
- CA. Hostage Negotiations Academy, Sacramento, CA. 03/87
- CA. SWAT Academy, Sacramento, CA. 10/84
- Correctional Academy, Sacramento, CA. 06/81
- General Business-Mt. San Antonio College, Walnut, CA. 08/78-01/81

COMMUNITY ACTIVITIES

Nevada Atomic Test Site Community Advisory Board Member (Since 4/06)

Las Vegas Traffic Signal Capital Improvements Advisory Committee (Since 6/05)

Las Vegas Traffic And Parking Commissioner (Since 5/05)

American Red Cross Disaster Action Team Member (Since 6/03)

Las Vegas Community Emergency Response Team Member (6/02)

Clark County Election Board Officer (Since 5/02)

VOLUNTEER ACTIVITIES

Committee to Re-elect Mayor Oscar Goodman, Las Vegas,NV. - 2007

Conference Ambassador - Metropolitan Fire Chiefs Conference, Las Vegas, NV. - 06/06

Official Host - 74th Annual US Conference of Mayors, Las Vegas, NV. - 05/06

Las Vegas Strategic Planning Session, Las Vegas, NV. - 11/05

Committee to Re-elect Mayor Oscar Goodman, Las Vegas, NV. - 2002

Committee to Re-elect Councilman Lawrence Weekly, Las Vegas, NV. - 2002

Mentor - MADD Dads, Inglewood, CA. Chapter - 1997/1999

RECEIVED
CITY CLERK

2008 NOV 17 A 11:30

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Victor Cochran

Home Street Address: ~~3304 Rabbit Brush Court~~ 10701 Angelo Tenero Ave

City: Las Vegas **ZIP Code:** 89135

Work Street Address: Retired

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** _____

Home Phone Number: _____ **Work Phone Number:** _____

Other Phone Number: 805 390-9207 cell **Email Address:** vmcochran@earthlink.net

Please list the boards, commissions, or committees that you are interested in serving on:

Park & Recreation Advisory Commission

Citizens Priority Advisory Committe CPAC

For office use only

CLV Y___ N ✓ UNINC CC

Ward N/A

Date 11/21/08

Extended 10/27/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Foxmoor HOA President - Westlake, CA 5 Yrs on board

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

BS UCLA

MBA UCLA

Corporate Controller $200 million company

35 Yrs budgeting & planning experience

RE Broker CA & NV

Please list any of your relatives or friends that work for the entity in which you would be serving: None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

ANIMAL ADVISORY COMMITTEE – Charles Fitzgerald, Term Expiration 12-3-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This board is comprised of 5 members who serve two-year terms. There is no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Mr. Fitzgerald was originally recommended by Councilman Weekly on December 3, 2003 and most recently reappointed by Councilman Barlow on November 7, 2007. He has served three terms, is eligible and wishes to be reappointed. Staff has recommended his reappointment.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. Fitzgerald OR appoint a new member to fill this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memo from Richard Molinari, Animal Control Supervisor
3. Board of Interest Forms from Dave Henderson, Thomas Boley, Matthew Ward, William J. Teel, Ralph Krause, Kenneth Foose and Irene De La Rosa

Animal Advisory Committee

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Charles Fitzgerald**	12/3 /2003 **Reapp: 12/7/2005 11/7/2007**	12/3/2009	Reese
2	**Kimberly Reid**	1 /9 /2008 **Reapp: N/A**	2/7/2010	Brown
3	**Mark A. Dolginoff, DVM**	3 /20/1996 **Reapp: 3/9/1998 3/1/2000 2/20/2002 3/3/2004 3/1/2006 2/20/2008**	3/20/2010	Reese
4	**Kurt Mychajlonka**	11/5 /2008 **Reapp:**	11/15/2010	Ross
5	**Susan Butche**	4 /5 /1995 **Reapp: 3/10/1997 3/8/1999 3/7/2001 3/19/2003 3/16/2005 3/7/2007 4/1/2009**	4/5/2011	Reese

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777), LVMC 7.16.050
Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

Purpose: The Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

Memorandum

City of Las Vegas
Detention and Enforcement

To: Beverly Bridges

From: Supervisor Richard J. Molinari

CC: Vicky Darling

Date: November 3, 2009

Re: Reappointment, Charlie Fitzpatrick, Animal Advisory Committee

I have received notification that Mr. Charlie Fitzpatrick would like to be reappointed to the City of Las Vegas Animal Control Animal Advisory Committee.

Mr. Fitzpatrick has had excellent attendance over the years and exhibits the utmost professionalism when dealing with cases. I recommend his reappointment.

If you have any questions please feel free to contact me at 229-2078.

Supervisor
Richard J. Molinari
City of Las Vegas Animal Control

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: DAVE HENDERSON DVM

Home Street Address: 1404 Crestwood AVE

City: L.V. **ZIP Code:** 89104

Work Street Address: 417 N. EASTERN

City: LV **ZIP Code:** 89101

Employer: SELF **Occupation:** DVM

Home Phone Number: 382-4516 **Work Phone Number:** 382-4671

Other Phone Number: _____ **Email Address:** _____

Please list the boards, commissions, or committees that you are interested in serving on:

ANIMAL Advisory Committee

For office use only

CLV Y___N___

Ward _____

Date _____

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Animal Advisory Comm Clark County

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

DVM

Please list any of your relatives or friends that work for the entity in which you would be serving:

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.*

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

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

RECEIVED
CITY CLERK

2008 SEP 26 P 2:02

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Matthew T. Ward

Home Street Address: 1555 Tangerine Lake Dr

City: Las Vegas, Nv. **ZIP Code:** 89142

Work Street Address: 111 W. Bonanza Blvd.

City: Las Vegas, Nv **ZIP Code:** 89125

Employer: Stephens Media **Occupation:** Editor

Home Phone Number: 702-553-8293 **Work Phone Number:** 702-387-5290

Other Phone Number: _____ **Email Address:** mwardlv@businesspress.com

Please list the boards, commissions, or committees that you are interested in serving on:

Animal Advisory, Arts Commission, CPAC, Community Development Recommendary Board, L.V.-CC Library District Board, Parks and Recreation

For office use only
CLV Y N ✓
Ward (U I C C)
Date 9/29/08
sle

09/26/2008 FRI 13:38 [TX/RX NO 8967] 001

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Have experience serving public good through careers as journalist, can dissect budgets, understand role of citizen boards and committees in policy formulation, have public relations skills, and am active in business community.

Please list any of your relatives or friends that work for the entity in which you would be serving:

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.**

RECEIVED
CITY CLERK

2008 APR 17 A 11:06

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: WILLIAM J. TEEL

Home Street Address: 7830 BRENTLEAF AVE.

City: LAS VEGAS **ZIP Code:** 89131

Work Street Address: 330 S. CASINO CENTER BLVD.

City: LAS VEGAS **ZIP Code:** 89101

Employer: LVMPD **Occupation:** CORRECTIONS SERGEANT

Home Phone Number: (702) 655-2514 **Work Phone Number:** (702) 671-5707

Other Phone Number: (702) 286-9261 **Email Address:** W5911T@LVMPD.COM

Please list the boards, commissions, or committees that you are interested in serving on:

ANIMAL ADVISORY COMMITTEE; COMMUNITY DEVELOPMENT RECOMMENDING BOA
NEIGHBORHOOD PARTNERS FUND BOARD; PARKS & RECREATION ADVISORY COMMISSIO
YOUTH NEIGHBORHOOD ASSOCIATION PARTNERSHIP PROGRAM GRANT REVIEW BOA
(YNAPP.

For office use only

CLV Y ✓ N ___

Ward 6

Date 4/17/08

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

LVMPD USE OF FORCE COMMITTEE

LVMPD/DSD CAREER DEVELOPMENT BOARD

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

THROUGH MY TRAINING & EXPERIENCE AND NOW SUPERVISOR WITH THE LVMPD, I HAVE LEARNED HOW TO BE AN EFFECTIVE COMMUNICATOR. COMMUNICATION IS THE KEY TO MY SUCCESS AS A TEAM LEADER ON SERT, CRISIS INTERVENTION TEAM MEMBER, AND CONFLICT RESOLUTION MEDIATOR. I AM CONFIDENT MY SKILL WOULD BE USEFUL ON A BOARD, COMMISSION AND OR COMMITTEE.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NOBODY AT THIS TIME.

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.*

William J. Teel (Bill)
Las Vegas, Nevada
April 9, 2008

RECEIVED
CITY CLERK

2008 APR 17 A 11:06

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear: Sir or Madam,

I am writing this letter of interest for consideration to be selected as a member of a future board, commission, or committee, when a vacancy becomes available. I have a lot to offer our community, including 10 years experience as a member of the Las Vegas Metropolitan Police Department. Some specific accomplishments include:

- Training and Counseling Officer from 2003 - 2006.
    - Use of Force Committee Member
- Crisis Intervention Team Member from 2004 - present.
- Conflict Resolution Team Member from 2004 - present.
    - Trained by Neighborhood Justice Center
- LVMPD Corrections Sergeant from 2006 – present.
- Current Career Development Mentor.
- Recent LVMPD / Boys & Girls Club Liaison.

I am very excited and hopeful to have an opportunity to serve on a board, commission, or committee in the near future, and represent the great City of Las Vegas. I've enclosed my resume for your review. Thank you for your time, and I look forward to hearing from you.

Sincerely,

William J. Teel (Bill)

William J. Teel (702) 655-2514
7830 Brent Leaf Ave., Las Vegas, Nevada, 89131 w5911t@lvmpd.com

Professional Profile

Corrections Sergeant with the Las Vegas Metropolitan Police Department, responsible for effective leadership of a squad of Corrections Officers to uphold our community's safety by lawfully maintaining care, custody, and control of those that have been legally deprived of their freedoms and are awaiting trial. My responsibility as a sergeant includes enforcing department policies and procedures, limiting risk and liability while increasing safety; And also being there for those I supervise during critical times and stages of development.

- Conflict Resolution Mediator
- Crisis Intervention Team Member
- Field Training Sergeant
- Career Development Mentor
- S.E.R.T. Team Leader
- Advanced Defensive Tactics Instructor
- Use of Force Instructor
- LVMPD PMSA Member

Professional Accomplishments

Corrections Sergeant

- May, 2007 Letter of Appreciation for Special Emergency Response Team (S.E.R.T.) Activation
- August, 2007 Letter of Appreciation for Major Investigation
- January, 2008 Commendable Action for S.E.R.T. High Risk Transport
- March, 2008 Letter of Appreciation for Leadership
- March, 2008 Formed Liaison with Boys & Girls Club

Quality Assurance Bureau

- Internal Affairs Detective
- Conducted investigations into allegations of department employee misconduct
- Training on Mock Sexual Harassment Investigation
- Training on How to Conduct an Internal Investigation

Training and Counseling Officer

- Responsible for providing Corrections Academy Training, Developing, and Counseling approximately 140 Corrections Officers
- Cooper Institute on Physical Fitness Training
- Instructed Inter-Personal Communication Skills
- Instructed Effective Communication

Work History

Corrections Sergeant	LVMPD, Las Vegas, Nevada	August 2006 - Present
Internal Affairs Detective	LVMPD, Las Vegas, Nevada	January 2006 – August 2006
Corrections Training Officer	LVMPD, Las Vegas, Nevada	February 2003 – January 2006
Corrections Officer	LVMPD, Las Vegas, Nevada	September 1998 – February 2003

Education

LETA	College of Southern Nevada, Las Vegas, Nevada	Will graduate Fall 2008

References

References are available upon request.

RECEIVED
CITY CLERK

2008 JUL -2 A 11:59

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Ralph Krauss

Home Street Address: 5820 Palmilla St. #9

City: North Las Vegas **ZIP Code:** 89031

Work Street Address: 5100 W. Sahara

City: LAS VEGAS **ZIP Code:** 89146

Employer: CCSD **Occupation:** Teacher

Home Phone Number: 702-575-7690 **Work Phone Number:** 702-575-7690

Other Phone Number: _____ **Email Address:** rkrauss@interact.ccsd.ne

Please list the boards, commissions, or committees that you are interested in serving on:

Redevelopment Agency, Planning Commission, YNAPP, Traffic and Parking Commission, Las Vegas Housing Authority, or any committee that has an opening

For office use only

CLV Y___ N✓

Ward N/A

Date 7/2/2008

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None as of yet

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

2001 Student Body president - Grosse Ile, High School
2001 Key Club President Grosse Ile High School
7 year Resident of Clark County
UNLV - Bachelor's Degree (Comm)
Sierra Nevada College - Master's Degree - Elem ED - in progress

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.*

RECEIVED
CITY CLERK

2009 FEB 18 A 10:54

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Kenneth Foose

Home Street Address: 4460 Denia Circle

City: Las Vegas **ZIP Code:** 89108

Work Street Address: 2410 N. Decatur Blvd #160

City: Las Vegas **ZIP Code:** 89108

Employer: Exotic Pets LLC **Occupation:** owner

Home Phone Number: 203-0983 **Work Phone Number:** 631-7387

Other Phone Number: _____ **Email Address:** Exoticpetslv@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

Animal Advisory Committee

For office use only

CLV Y ✓ N ___

Ward 5

Date 2/20/09

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):

Master Degree in Zoology, Vice President International Herpetological Symposium, Asst. Curator of Reptiles and Curator of Reptiles of various Zoos, have dealt with animals in private and professional ~~[illegible]~~ life, 30 years experience, deal well in groups and government

Please list any of your relatives or friends that work for the entity in which you would be serving: 0

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.*

Qualifications for serving on the Animal Advisory Board

I am the current owner of Exotic Pets in Las Vegas, and have been so for over 18 years. I have a masters degree in Zoology from Kansas University. Before moving to Las Vegas I owned and operated Reptiles of the West zoo in Virginia City Nevada. I have been involved with working on new regulations with the Nevada Division of Wildlife for over 25 years.

Past jobs and skills
Owner Exotic Pets (present)
Owner Reptiles of the West Virginia City
Asst. Curator of Reptiles Woodland Park Zoo Seattle
Curator of Reptiles Walk in the Wild Zoo Spokane
Animal Keeper (various zoos)
Vice President International Herpetological Symposium (current)
Masters Degree Zoology Kansas U.
Founder of the Southern Nevada Herpetological Society
Founder of the Northern Nevada Herpetological Society
Founder Inland Empire Herpetological Society (Spokane)
Provide reptiles and mammals for TV commercials and movies
Provide Animals to the Southern Nevada Museum of Natural History

I have worked with local Animal Control, the Nevada Wildlife Commission, the Nevada Division of Wildlife, state legislators and goobers. I think I could be an asset to the Animal Advisory Committee

Thanks, Ken
Exotic Pets LLC
2410 N. Decatur #160
Las Vegas NV 89108
(702) 631-7387
fx (702) 631-7367
www.Exoticpetslv.com

RECEIVED
CITY CLERK

2009 FEB 25 A 10:55

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Irene De La Rosa

Home Street Address: 6400 Brandywine Way

City: Las Vegas **ZIP Code:** 89107

Work Street Address: _____

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** _____

Home Phone Number: (702) 870-4751 **Work Phone Number:** _____

Other Phone Number: _____ **Email Address:** _____

Please list the boards, commissions, or committees that you are interested in serving on:

Youth Neighborhood Association Partnership Program Grant Review Board, Animal Advisory Committee, Community Development Recommending Board, Senior Citizen Advisory Board, and Parks and Recreation Advisory Board.

For office use only

CLV Y X N ___

Ward 1

Date 4/6/09 jc

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

I am a member of National Honor Society at Clark High School but I have not had the opportunity to participate in a City of Las Vegas board or committe, this will be my first time. It will be an honor to serve in the YNAPP Grant Review Board.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I have background knowledge in community service events such as The Buddy Walk, Operation School Bell, Ronald McDonald House, Catholic Charities Soup kitchen, and church I have seen first hand experience of were help and funding is needed the most. I am dedicated, responsible, hardworking, team player and always there to give a helping hand.

Please list any of your relatives or friends that work for the entity in which you would be serving:

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.*

Student Name		
DeLaRosa, Irene		
Student ID	Grade	Gender
195117	11	F
Birth Place	Date Of Birth	Ethnic Code
Las Vegasq, N	01/01/92	

ACADEMIC HIST

Enter Date: **08/25/97**
Leave Date:
Class Of: 2010
Diploma Type:

School Name/Address
551-Clark High School
4291 Pennwood Ave.
Las Vegas, NV 89102
Tel: 702-799-5800 Fax: 799-5813
School Alternate Number: 401

Maria D De La Rosa
6400 BRANDYWINE WY
Las Vegas, NV 89107

Crs ID	Course Title	Grade	Ab	Credit
531-Hyde Park Middle School				
Grd 09 1/2004 Term: 01				
1046000O	Comp Literacy 6	P	1	0.500
Crd Att: 0.500 Cmp: 0.500	GPA for Term: 0.000			
531-Hyde Park Middle School				
Grd 09 1/2006 Term: 01				
1384000O	Spanish I	A		0.500
1590040O C	Alg I H Math Inst	B		0.750
Crd Att: 1.250 Cmp: 1.250	GPA for Term: 3.400			
531-Hyde Park Middle School				
Grd 09 6/2006 Term: 02				
2384000O	Spanish I	A	1	0.500
2590040O C	Alg I H Math Inst	B	2	0.750
Crd Att: 1.250 Cmp: 1.250	GPA for Term: 3.400			
698-Palo Verde Summer				
Grd 09 8/2006 Term: 03				
1483000O C	Geometry	A		0.500
Crd Att: 0.500 Cmp: 0.500	GPA for Term: 4.000			
551-Clark High School				
Grd 09 1/2007 Term: 01				
1328000O	Intro Business	A		0.500
1350000O	Career Ed	A		0.500
1385040O	Spanish II H	A		0.500
1430040O C	English I H	A		0.500
1483040O C	Geometry H	A		1.000
1645000O	PE I	A		0.500
1676040O C	Biology I H	A		1.000
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			
551-Clark High School				
Grd 09 6/2007 Term: 02				
1642000O	Health Education	A	1	0.500
2328000O	Intro Business	A	3	0.500
2385040O	Spanish II H	A	1	0.500
2430040O C	English I H	A	3	0.500
2483040O C	Geometry H	A	2	0.500
2499090O	Adv Stdy-Math	A	1	0.500
2645000O	PE I	A	3	0.500
2676040O C	Biology I H	A	2	0.500
2699000O C	Adv Stdy-Science	A	1	0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			

Crs ID	Course Title	Grade	Ab	Credit
551-Clark High School				
Grd 10 1/2008 Term: 01				
1386040O	Spanish III H	A		0.500
1445040O C	Am Literature H	A		0.500
1481040O C	Alg II/Trig H	A		1.000
1640000O	Driver Education	A		0.500
1646000O	PE II	A		0.500
1685040O C	Chemistry I H	A		1.000
1701020O C	AP World History	A		0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			
551-Clark High School				
Grd 10 6/2008 Term: 02				
2386040O	Spanish III H	A		0.500
2445040O C	Am Literature H	A		0.500
2481040O C	Alg II/Trig H	A		0.500
2499000O	Adv Stdy-Math	A		0.500
2572000O	Music History	A		0.500
2646000O	PE II	A	1	0.500
2685040O C	Chemistry I H	A	1	0.500
2699000O C	Adv Stdy-Science	A		0.500
2701020O C	AP World History	A		0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 4.000			
551-Clark High School				
Grd 11 1/2009 Term: 01				
1346000O	Student Aide	A	1	0.500
1366120O	AP Spanish Lang	A	1	0.500
1467020O C	AP Eng Lang/Comp	A	1	0.500
1487540O C	Precalc AB H-AMSAT	A	1	0.500
1680040O C	Anat/Phys H	A	1	0.500
1686020O C	AP Chemistry	A	1	0.500
1690040O C	Physics I H	B	1	0.500
1702100O	Ext Math Lab	A		0.500
1703020O C	AP U.S. History	A		0.500
Crd Att: 4.500 Cmp: 4.500	GPA for Term: 3.889			
998-External Credits				
Grd 11 1/2009 Term: 01				
1352000O	Comm Service	P		0.500
2352000O	Comm Service	P		0.500
Crd Att: 1.000 Cmp: 1.000	GPA for Term: 0.000			

Work In Progress

Crs ID	Course Title	Credit
2346000O	Student Aide	0.500
2366120O	AP Spanish Lang	0.500
2467020O	AP Eng Lang/Comp	0.500
2487540O	Precalc AB H-AMSAT	0.750
2680040O	Anat/Phys H	0.500
2686020O	AP Chemistry	0.500
2690040O	Physics I H	0.500
2702100O	Ext Math Lab	0.500
2703020O	AP U.S. History	0.500

Credit Summary - Standard Diploma

Subject Area	Req	Cmp	Def
English 1 (1)	0.500	0.500	
English 1 (2)	0.500	0.500	
English Other	3.000	1.500	1.500
Applied Algebra 1A (1)		0.000	
Applied Algebra 1A (2)		0.000	
Applied Algebra 1B (1)		0.000	
Applied Algebra 1B (2)		0.000	
Algebra (1) or above	0.500	0.500	
Algebra (2) or above	0.500	0.500	
Mathematics	2.000	2.000	
Physical Education I	1.000	1.000	
Physical Education II	1.000	1.000	
Health Education	0.500	0.500	
Science	2.000	2.000	
Wrld Hist/Human (1)	0.500	0.500	
Wrld Hist/Human (2)	0.500	0.500	
U.S. History (1)	0.500	0.500	
U.S. History (2)	0.500	0.000	0.500
U.S. Government (1)	0.500	0.000	0.500
U.S. Government (2)	0.500	0.000	0.500
Use of Computers	0.500	0.500	
SocStd/Arts/Human/OccEd	0.000	0.000	
Electives	7.500	15.000	
------Total Credits------	22.500	27.000	3.000

Student Name		
DeLaRosa, Irene		
Student ID	Grade	Gender
195117	11	F
Birth Place	Date Of Birth	Ethnic Code
Las Vegasq, N	01/01/92	

ACADEMIC HIST

Enter Date: **08/25/97**
Leave Date:
Class Of: 2010
Diploma Type:

School Name/Address
551-Clark High School
4291 Pennwood Ave.
Las Vegas, NV 89102
Tel: 702-799-5800 Fax: 799-5813
School Alternate Number: 401

GPA Summary
Non-Weighted GPA: 3.922
Weighted GPA: 4.697 Class rank is 10 of 495
Total Credits Attempted: 27.000
Total Credits Earned: 27.000

Transcript is unofficial unless signed by a school official

Registrar's Signature _____ Date: 02/23/09

6400 Brandywine Way
Las Vegas, NV 89107

(702)-870-4751
bocasjal@yahoo.com

Irene De La Rosa

Objective

I plan on attending a university and study pre-medicine.

Education

Sep. 2006 - To Present ED W Clark High School Las Vegas, Nevada

Activities/Achievements

Sep. 2007 - To Present Community Service/National Honor Society
- 3 hours per week
- Give back a helping hand to the community .

Sep. 2008 - To Present Community Service/Valley Hospital Medical Center
- 10 hours per week
- Volunteered in different hospital areas.

Sep. 2008 - To Present Scholarly Work or Presentation/Valley Hospital Medical Explorer
- 2 hours per week
- Learned about the various fields of medicine.

Sep. 2008 - To Present Community Service/Operation School Bell
- Help children in need pick an outfit.

Sep. 2008 - To Present Community Service/Catholic Charities
- Feed the hungry at Catholic Charities.

Jan. 2009 - To Present Community Service/Ronald Mc Donald House
- Help cook food for a family living through times of stress.

Oct. 2005 - To Present Community Service/Saint Francis de Sales Catholic Church Usher
- 1 hours per week
- Help organize church events.

Jan. 2009 - Jan. 2009 Award/Certificate Of Honor
- This certificate is presented as an acknowledgement of outstanding scholastic achievement at Clark High School for straight A academic achievement.

May 2008 - May 2008 Award/National Honor Society Character
- 3 hours per week
- This award is given to only two students in the National Honor Society Club at school who demonstarte traits of character.

Standardized Tests

11/15/2008 ASVAB
- Career planning.

10/13/2008 PSAT
- Average Quartile

Workshops/Training

9/10/2008-To Present | Valley Hospital Medical Center Volunteer | Valley Hospital Medical Center

- Training - How to work in different areas of the hospital, and assist patients in need of help and attention.

Skills/Interests

Languages
Spanish

Special Skills
Bilingual Computer Literacy

Interests
The Medical Field, Helping others, Fashion, Dancing, Listening to music

References

Aaron Dehne
Chemistry Teacher
ED W Clark High School
Home: (702)-799-5800

Denali Jordan
Algebra II/Trigonometry
ED W Clark High School
Work: (702)-799-5800

Melissa Rucks
English language and Composition Teacher
ED W Clark High School
Work: (702)-799-5800

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 12/2/2009 City Council Meeting as a First Amendment pursuant to the 11/17/2009 Recommending Committee Meeting

First Reading – 11/4/2009; First Publication – 11/20/2009

BACKUP DOCUMENTATION:
1. Bill No. 2009-45
2. Business Impact Statement
3. Bill No. 2009-45 First Amendment

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

FIRST AMENDMENT

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.

<u>"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.</u>

"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] or event establishment alcoholic beverage license authorizes the sale of alcoholic beverages for consumption at public or private events on the premises of a licensed banquet [facility.] or event establishment.

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] may deliver alcoholic beverages to a personal residence in response to a [telephone call requesting such delivery.] request for such delivery, if:

(1) The order is placed by a person who is of legal age to make such 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 the licensee's business 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 (or other person performing a security function), 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 (or other person performing a security function), 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: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Supper Club" in the "Retail and Personal Services" element of Table 2, to read as follows:

Description:

A restaurant and bar operation with alcoholic beverage sales in which:

1. The bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar by minors;

2. The actual seating available at all times within the [restaurant] dining area will accommodate at least 125 persons[;]. For purposes of this 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;

3. Alcoholic beverages are served in the restaurant area only in conjunction with the service of food;

4. Full-course meals are available during all hours the bar area is open to the public;

5. A cook and food server, other than a bartender, are available at all times the bar area is open to the public; and

6. The restaurant operation is the principal portion of the business.

SECTION 42: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the term "Supper Club" and its corresponding definition as follows:

"Supper Club" means a restaurant and bar operation with alcoholic beverage sales in which:

(1) The bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar by minors;

(2) The actual seating available at all times within the [restaurant] dining area will accommodate at least one hundred twenty-five persons[;]. For purposes of this 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;

(3) Alcoholic beverages are served in the restaurant area only in conjunction with the service of food;

(4) Full-course meals are available during all hours the bar area is open to the public;

(5) A cook and food server, other than a bartender, are available at all times the bar area is open to the public; and

(6) The restaurant operation is the principal portion of the business.

SECTION 43: 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 44: 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 45: 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 11-17-09
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 12/2/2009 City Council Meeting as a First Amendment pursuant to the 11/17/2009 Recommending Committee Meeting

First Reading – 11/4/2009; first Publication – 11/20/2009.

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.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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 may be 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:

_____
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 the regular City Council meeting on December 2, 2009 for recommendation; thereafter it was 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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-49 – 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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-51 – 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.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-52 - Levies Assessment for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road). Sponsored by: Step Requirement

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:
Installation of pavement, curb and gutter, sidewalks, driveway approaches, and streetlights along Farm Road between Virginia Dale Street and Tule Springs Road.

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. 2009-52

BILL NO. 2009-52

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1511 – Farm Road (Virginia Dale Street To Tule Springs Road) (hereinafter the "District"), for the purpose of acquiring and improving local improvements (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Nevada Revised Statutes ("NRS") Chapter 271; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is $76,002.20, of which, $0.00 is available from other sources and of which $76,002.20 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, November 18, 2009, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the 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, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, November 18, 2009, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on October 21, 2009. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1511 Assessment Protest Resolution; and

WHEREAS, by the District No. 1511 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2) (a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1511 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1511 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1511 – Farm Road (Virginia Dale Street To Tule Springs Road), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on October 21, 2009, and as modified and confirmed by the District No. 1511 Assessment Protest Resolution duly adopted by the City Council on December 2, 2009.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in forty (40) substantially equal semiannual 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 this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2010 After the effective date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred

installments of assessments. If assessment bonds are sold the 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 bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest 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 Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may at any time (at the option of such owner); pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after February 9, 2010, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services such interest accruing thereon to the next interest payment date shall be calculated at seven and 40/100th percent (7.40_%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment

shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. January 10, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-

class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments

have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1511 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on January 6, 2010. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1511 – Farm Road (Virginia Dale Street To Tule Springs Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before February 9, 2010, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable 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 January 10, 2010 (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2010. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued 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 bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest 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 Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after February 9, 2010, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 40/100th percent (7.40%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, 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, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from January 10, 2010 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this January 6, 2010.

BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before January 6, 2010, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 2nd day of December 2009, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 6th day of January 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on December 2, 2009, and was passed at a regular meeting held on January 6, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after January 10, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced December 2, 2009, PASSED, ADOPTED AND APPROVED January 6, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form:

11/18/09
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on December 2, 2009 and finally adopted and approved on January 6, 2010.

2. The following members of the City Council were present at the December 2, 2009 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on December 2, 2009, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on January 6, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the January 6, 2010 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on December 2, 2009, and January 6, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on December 2, 2009, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on January 6, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this January 6, 2010.

BEVERLY K. BRIDGES, CMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of December 2, 2009 Meeting)

EXHIBIT B

(Attach Copy of Notice of January 6, 2010 Meeting)

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-53 – Adopts an amended development agreement with Cliffs Edge, LLC for the Cliffs Edge (Providence) Development, generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will formalize the adoption of an amended development agreement with Cliffs Edge, LLC for the Cliffs Edge (Providence) Development, generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road. The amendment, which was approved by vote of the City Council at its November 18, 2009, meeting, adjusts certain park plans and requirements for the construction of public improvements.

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. 2009-53
2. Amended Development Agreement

BILL NO. 2009-53

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN AGREEMENT ENTITLED "AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CLIFFS EDGE, LLC," RELATED TO THE CLIFFS EDGE (PROVIDENCE) DEVELOPMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts an amended development agreement with Cliffs Edge, LLC for the Cliffs Edge (Providence) Development, generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain amended development agreement entitled "Amended Development Agreement Between the City of Las Vegas and Cliffs Edge, LLC," which was approved by the City Council on November 18, 2009, and a copy of which is attached, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: The amended development agreement adopted by Section 1, once reduced to writing in final form for purposes of execution and recordation, shall be attached to this Ordinance and thereafter recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

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 11-20-09
_____
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

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, ~~S~~such 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. However, to ensure the construction of the Puli Road improvements as indicated above, at such time that the Park Fund reaches $1,000,000, the Owner shall execute the standard City off-site improvements agreement for such improvements and provide to the City a performance bond equal to the public cost of the improvements.

(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:

_____
DEPUTY CITY ATTORNEY

ATTEST:

CITY CLERK

By: _____
BARBARA J. RONEMUS, CITY CLERK

OWNER:

CLIFFS EDGE, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

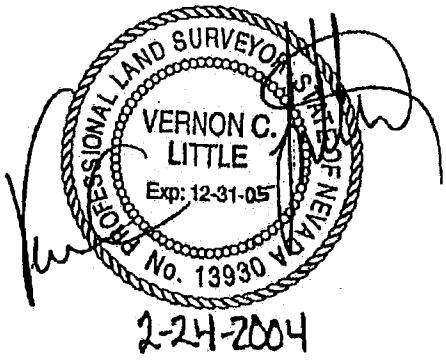
SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 2003.

_____
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.

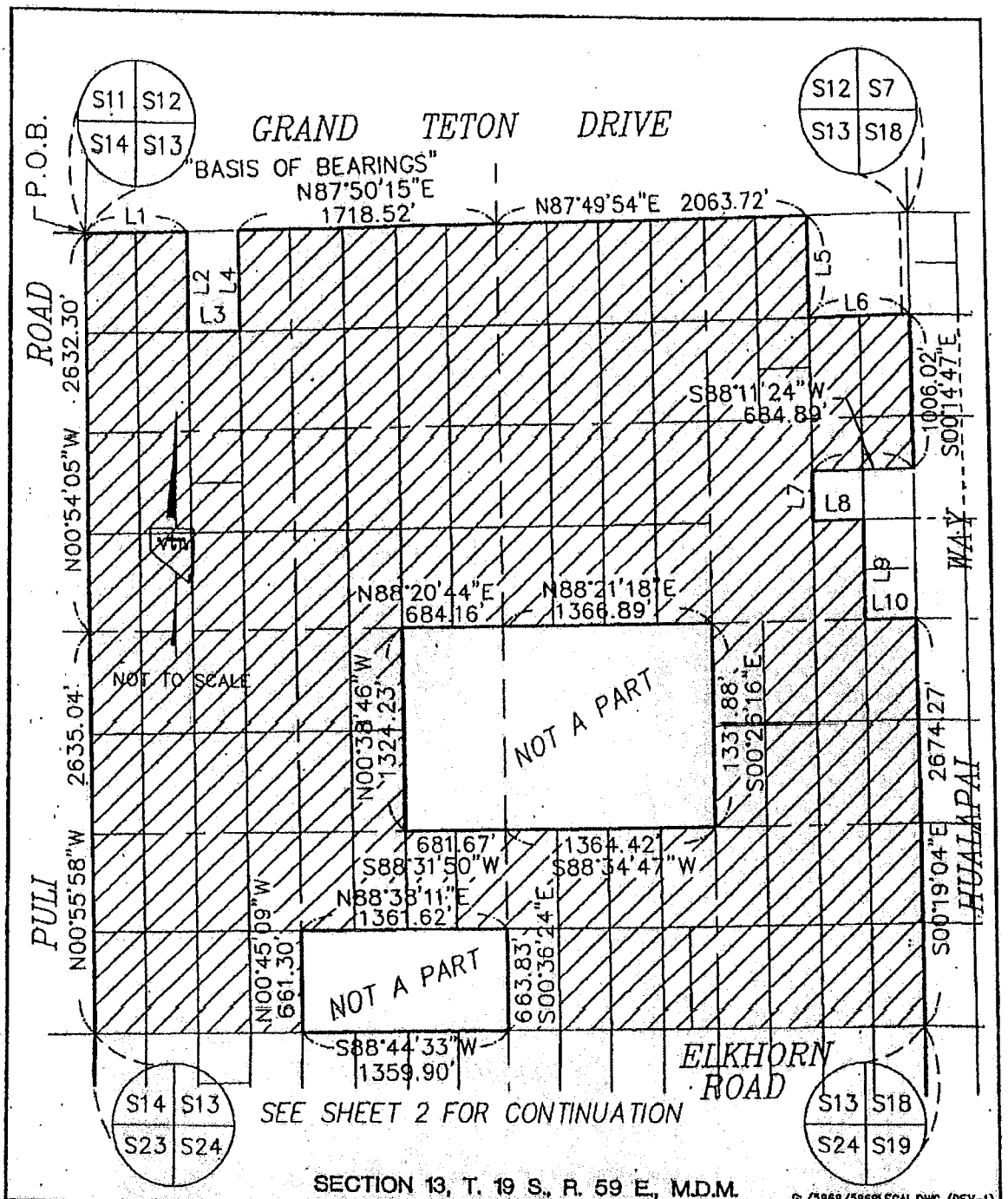
CONTAINING A TOTAL AREA OF 933.29 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

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.

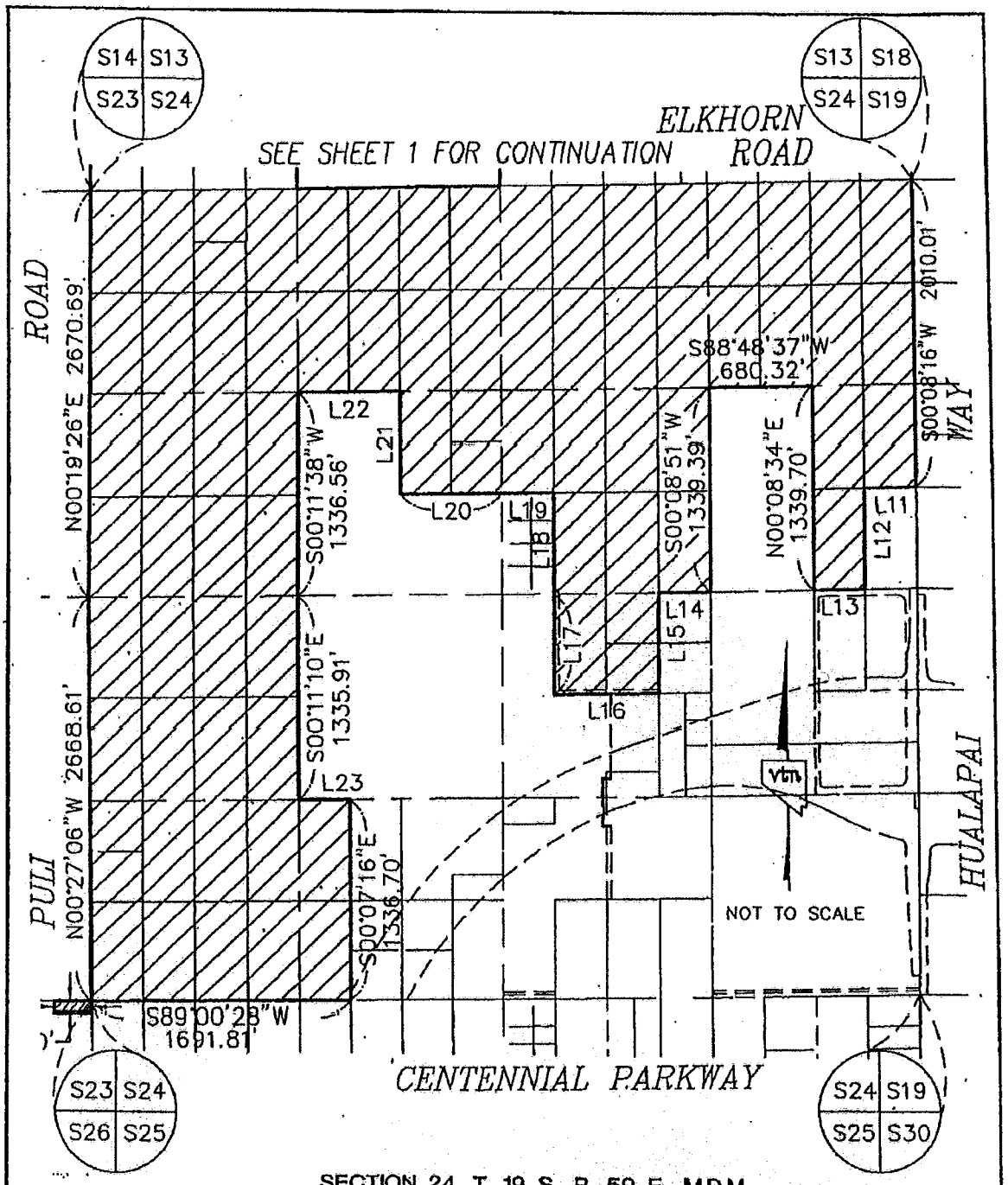
END OF DESCRIPTION.



SECTION 13, T. 19 S., R. 59 E., M.D.M.

G:/5969/5969LEGAL.DWG (DEV-1)

vtm 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 1 OF 3



SECTION 24, T. 19 S., R. 59 E., M.D.M.

G:/5969/5969LEGAL.DWG (DEV-2)

vtm 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

TABLE OF CONTENTS

CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

	Page
Eligible Improvements	1
Regional Improvements	1
Public Ownership Requirements	1
Benefit	2
Subdivision Improvements	2
Size	2
Environmental Matters	2
Development	2
Property Owner Experience	2
Financing Completion; Equity	3
Land Use	3
Water, Sewer, and Other Utilities	3
Other Permits	3
Assessment Bonds and Bond Security	3
Primary Security	3
Reserve Fund	3
Appraisal Valuation	4
Additional Security	4
Payment of Assessments; Capitalized Interest	5
Absorption Study	5
Floating Rate Bonds	5
No Pledge of General Fund or Taxing Power	5
Bond Underwriting Commitment	5
Consultants	6
Expenses	6
Project Acquisition	6
Cost Overruns	6
Procedure	6
Pre-Application Meeting	6
Application	7
Council Approval	7
Security for Costs	7

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

Contents

INTRODUCTION 1

LEGAL FRAMEWORK 1

SERVICE AREA AND BENEFIT DISTRICTS 1

LAND USE ASSUMPTIONS 4

SERVICE UNIT 6

EQUIVALENCY TABLE 6

PROJECTED SERVICE UNITS 9

CAPITAL IMPROVEMENT NEEDS 10

NET COST SCHEDULE 12

List of Tables and Figures

Table 1: GROWTH TRENDS AND PROJECTIONS, 1993-2013 5
Table 2: AVERAGE TRIP LENGTH BY TRIP PURPOSE 7
Table 3: TRAVEL DEMAND SCHEDULE 8
Table 4: GROWTH IN SERVICE UNITS, 1993-2013 9
Table 5: TRAFFIC SIGNAL CONSTRUCTION, 1993-2003 10
Table 6: SERVICE UNITS PER SIGNAL, 1993-2003 10
Table 7: NEW TRAFFIC SIGNALS, 2003-2013 11
Table 8: AVERAGE COST PER TRAFFIC SIGNAL 11
Table 9: COST PER SERVICE UNIT 11
Table 10: TRAFFIC SIGNAL FUNDING, 1998-2002 12
Table 11: NET COST PER SERVICE UNIT 12
Table 12: POTENTIAL TRAFFIC SIGNAL IMPACT FEE SCHEDULE 13

Figure 1: WASHOE COUNTY BENEFIT DISTRICTS 2
Figure 2: TRAFFIC SIGNAL IMPACT FEE SERVICE AREA 3

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.

[1] 112 Nev. 297, 913 P.2d 1276 (1996)

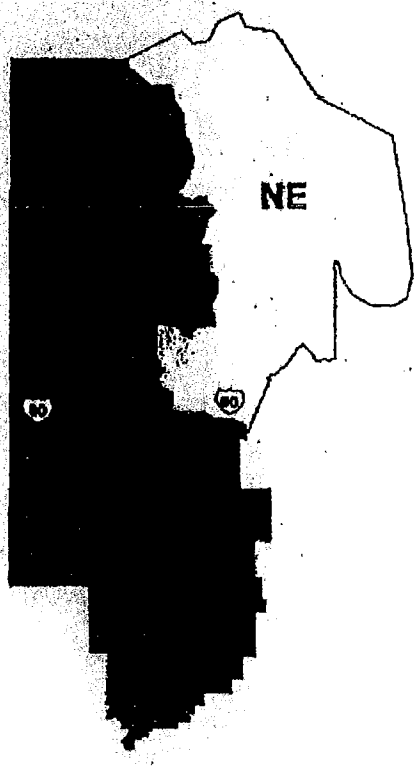
NRS 278B states that the land use assumptions must be prepared for "a specified service area." The capital improvements plan, in turn, must include a description of the capital improvements and costs for each service area, based on the approved land use assumptions. Finally, impact fees collected from 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.

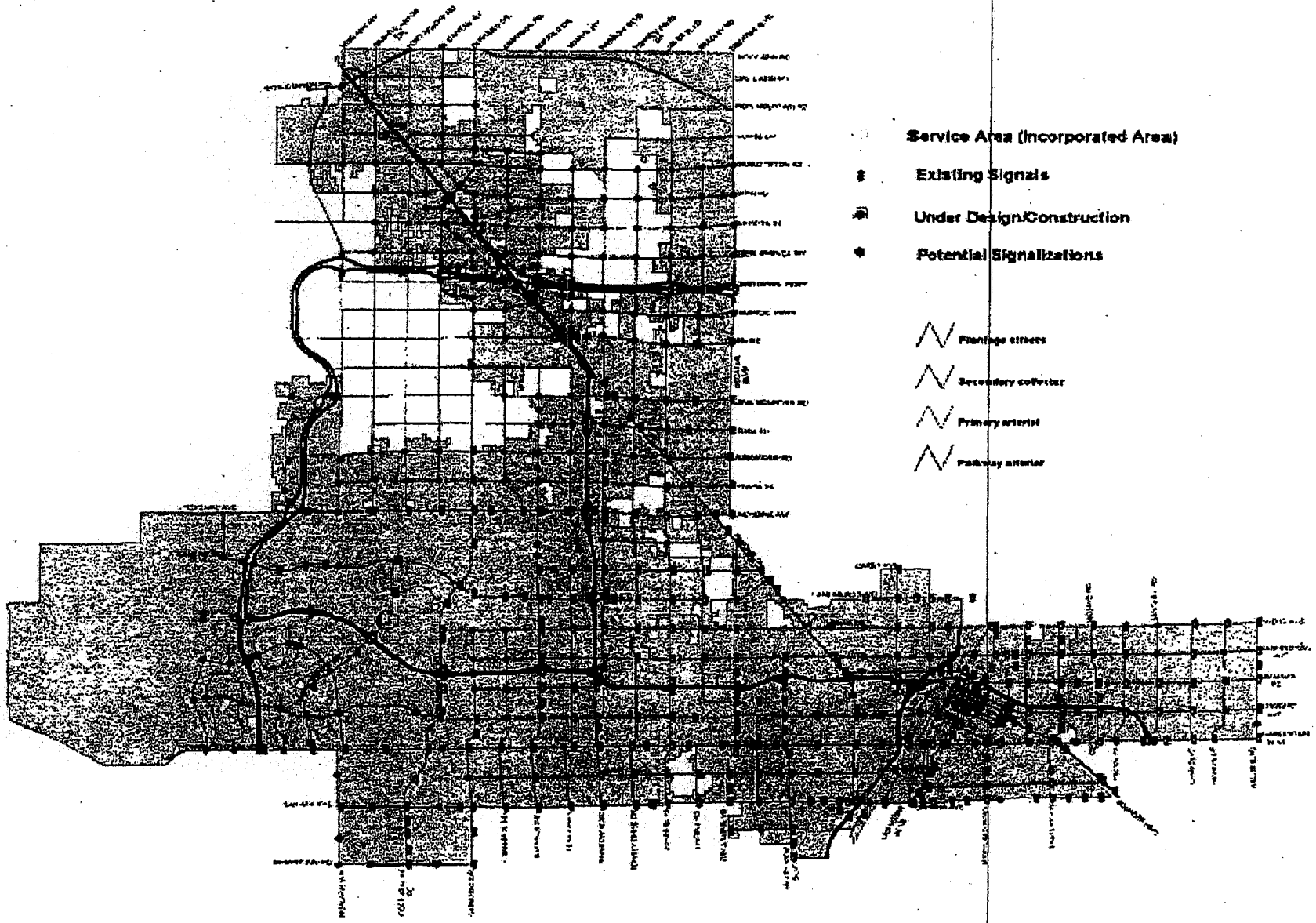
Figure 1
WASHOE COUNTY
BENEFIT DISTRICTS



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	n/a	persons	310,479	546,507	860,222
Single-Family Detached	210	Dwelling	73,698	131,889	158,164
Multi-Family	220	Dwelling	59,491	85,514	100,890
General Light Industrial	110	1,000 sq. ft.	2,353	2,967	3,585
Warehousing	150	1,000 sq. ft.	1,126	1,420	1,716
Mini-Warehouse	151	1,000 sq. ft.	1,842	3,701	4,472
Hotel/Motel	310	Room	47,161	68,318	81,000
Recreation Community Center	495	1,000 sq. ft.	1,213	1,671	2,019
Elem./Middle/Junior High School	520	1,000 sq. ft.	2,454	3,381	4,085
High School	530	1,000 sq. ft.	2,521	3,980	4,809
College	540	1,000 sq. ft.	2,274	3,591	4,339
Church	560	1,000 sq. ft.	1,496	2,275	2,749
Day Care Center	565	1,000 sq. ft.	1,147	2,278	3,578
Prison	571	1,000 sq. ft.	385	416	503
Library	590	1,000 sq. ft.	1,241	2,408	3,340
Hospital	610	1,000 sq. ft.	488	1,116	1,348
Nursing Home	620	1,000 sq. ft.	274	1,063	1,284
General Office Building	710	1,000 sq. ft.	11,164	18,163	21,944
Medical/Dental Office Building	720	1,000 sq. ft.	2,462	3,989	4,820
Shopping Center	820	1,000 sq. ft.	11,384	18,674	22,562
Restaurant, Sit-Down	832	1,000 sq. ft.	1,062	1,740	2,102
Restaurant, Fast Food	834	1,000 sq. ft.	238	484	585
Automobile Service Center	840	1,000 sq. ft.	1,762	2,852	3,446
New Car Sales	841	1,000 sq. ft.	106	372	449
Convenience Market w/Gas	853	1,000 sq. ft.	2,931	4,744	5,731
Drive-In Bank	912	1,000 sq. ft.	336	545	658
Casino Hotel, Casino Area	na	1,000 sq. ft.*	2,520	3,080	3,720
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
[illegible]	[illegible]
Residential	2.50
[illegible]	[illegible]
Average	2.20
School/Church	[illegible]
Family/Personal	1.70
[illegible]	[illegible]

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	9.52	4.76	100%	2.5	11.90
Multi-Family	220	Dwelling	6.63	3.32	100%	2.5	8.30
Mobile Home Park	240	Dwelling	4.80	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	4.54	100%	2.5	11.34
RETAIL/COMMERCIAL							
Shopping Center (0-249,999 sf)	820	1,000 sq. ft.	42.92	21.46	64%	1.4	19.22
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.	42.96	21.48	64%	1.4	19.24
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	74%	1.4	32.07
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.	150.48	75.24	27%	1.4	28.45
Car Wash, Self Service	na	Stall	20.10	10.05	44%	1.4	6.19
Casino Hotel, Local*	na	1,000 sq. ft.	24.72	12.36	90%	1.7	18.90
Casino Hotel, Resort Corridor*	na	1,000 sq. ft.	183.74	91.87	90%	1.7	140.56
Convenience Market w/Gas Pumps	853	1,000 sq. ft.	849.60	424.80	27%	0.7	160.63
Drinking Place	836	1,000 sq. ft.	138.59	69.30	38%	1.4	36.87
Gas Station	944	Fueling Position	168.56	84.28	27%	0.7	31.87
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.	32.30	16.15	75%	1.4	16.96
Restaurant, Fast Food	834	1,000 sq. ft.	496.12	248.06	27%	0.7	46.88
Restaurant, Sit-Down	832	1,000 sq. ft.	130.34	65.17	38%	1.4	34.66
OFFICE/INSTITUTIONAL							
Office, General (0-99,999 sf)	710	1,000 sq. ft.	11.30	5.65	90%	2.2	11.19
Office, General (100,000+)	710	1,000 sq. ft.	11.30	5.65	90%	2.2	11.19
Church	560	1,000 sq. ft.	9.11	4.56	90%	2.0	8.21
College	540	1,000 sq. ft.	19.52	9.76	90%	2.0	17.57
Day Care Center	565	1,000 sq. ft.	79.26	39.63	24%	1.7	16.17
Hospital	610	1,000 sq. ft.	18.97	9.49	90%	2.3	19.63
Library	590	1,000 sq. ft.	54.00	27.00	50%	1.7	22.95
Nursing Home	620	1,000 sq. ft.	6.70	3.35	90%	2.3	6.93
Prison	571	1,000 sq. ft.	29.10	14.55	95%	1.7	23.50
School, Elementary	520	1,000 sq. ft.	31.85	15.92	24%	2.0	7.64
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.	12.48	6.24	24%	2.0	2.99
INDUSTRIAL							
General Light Industrial	110	1,000 sq. ft.	6.97	3.49	90%	2.2	6.90
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%	2.2	2.48

* 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/ Unit	Daily Vehicle-Miles of Travel		
		1993	2003	2013		1993	2003	2013
Single-Family Detached	Dwelling	73,698	131,889	158,164	11.98	882,902	1,580,030	1,894,805
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
General Light Industrial	1,000 sq. ft.	2,353	2,967	3,585	6.91	16,259	20,502	24,772
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Mini-Warehouse	1,000 sq. ft.	1,842	3,701	4,472	1.91	3,518	7,069	8,542
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Recreational Community Center	1,000 sq. ft.	1,213	1,671	2,019	16.53	20,051	27,622	33,374
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
High School	1,000 sq. ft.	2,521	3,980	4,809	3.19	8,042	12,696	15,341
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Church	1,000 sq. ft.	1,496	2,275	2,749	8.21	12,282	18,678	22,569
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Prison	1,000 sq. ft.	385	416	503	23.50	9,048	9,776	11,821
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Hospital	1,000 sq. ft.	488	1,116	1,348	17.37	8,477	19,385	23,415
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
General Office Building	1,000 sq. ft.	11,164	18,163	21,944	13.32	148,704	241,931	292,294
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Shopping Center	1,000 sq. ft.	11,384	18,674	22,562	18.96	215,841	354,059	427,776
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Restaurant, Fast Food	1,000 sq. ft.	238	484	585	46.88	11,157	22,690	27,425
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
New Car Sales	1,000 sq. ft.	106	372	449	19.69	2,087	7,325	8,841
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Bank	1,000 sq. ft.	336	545	658	39.85	13,390	21,718	26,221
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Casino Hotel, Resort Corridor	1,000 sq. ft.*	678	829	1,002	140.56	95,300	116,524	140,841
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

* 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
1995	14
1997	14
1999	30
2001	16
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), 1993-2003	1,398,629
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	8,092
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	$201,000
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	2	49	1	16	68	58%
Private Development	0	1	0	2	3	3%
Regional Transportation Commission	0	0	0	34	34	28%
Nevada DOT/Clark County	0	2	1	7	10	11%
Total	2	52	2	59	115	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	$25.76
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	[illegible]	[illegible]	[illegible]
Multi-Family	Dwelling	8.30	$15.46	$128
Mobile Home Park	Pad	6.00	[illegible]	[illegible]
Adult Congregate Living Facility	Dwelling	2.70	$15.46	$42
Hotel/Motel	Room	[illegible]	[illegible]	[illegible]
RETAIL/COMMERCIAL				
Shopping Center/Gen Retail (0-249,999 sf)	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
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.	[illegible]	[illegible]	[illegible]
Automobile Care Center	1,000 sq. ft.	20.37	$15.46	$315
Automobile Parts Sales	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Bank w/Drive Through	1,000 sq. ft.	50.12	$15.46	$775
Bank w/o Drive Through	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Car Wash, Self Service	Stall	6.19	$15.46	$96
Casino Hotel, Local	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Casino Hotel, Resort Corridor	1,000 sq. ft.*	140.56	$15.46	$2,173
Convenience Store w/Gas Sales	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Drinking Place	1,000 sq. ft.	36.87	$15.46	$570
Golf Course	Acre	[illegible]	[illegible]	[illegible]
New Car Sales	1,000 sq. ft.	19.69	$15.46	$304
Recreational Community Center	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Restaurant, Fast Food	1,000 sq. ft.	46.88	$15.46	$725
Restaurant, Sit Down	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
OFFICE/INSTITUTIONAL				
Office, General (0-99,999 sf)	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Office, General (100,000+)	1,000 sq. ft.	11.19	$15.46	$173
Office, Medical	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Church	1,000 sq. ft.	8.21	$15.46	$127
College	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Day Care Center	1,000 sq. ft.	16.17	$15.46	$250
Hospital	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
Library	1,000 sq. ft.	22.95	$15.46	$355
Nursing Home	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
School, Elementary (private)	1,000 sq. ft.	2.89	$15.46	$45
School, Middle/Junior High (private)	1,000 sq. ft.	[illegible]	[illegible]	[illegible]
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.	[illegible]	[illegible]	[illegible]
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

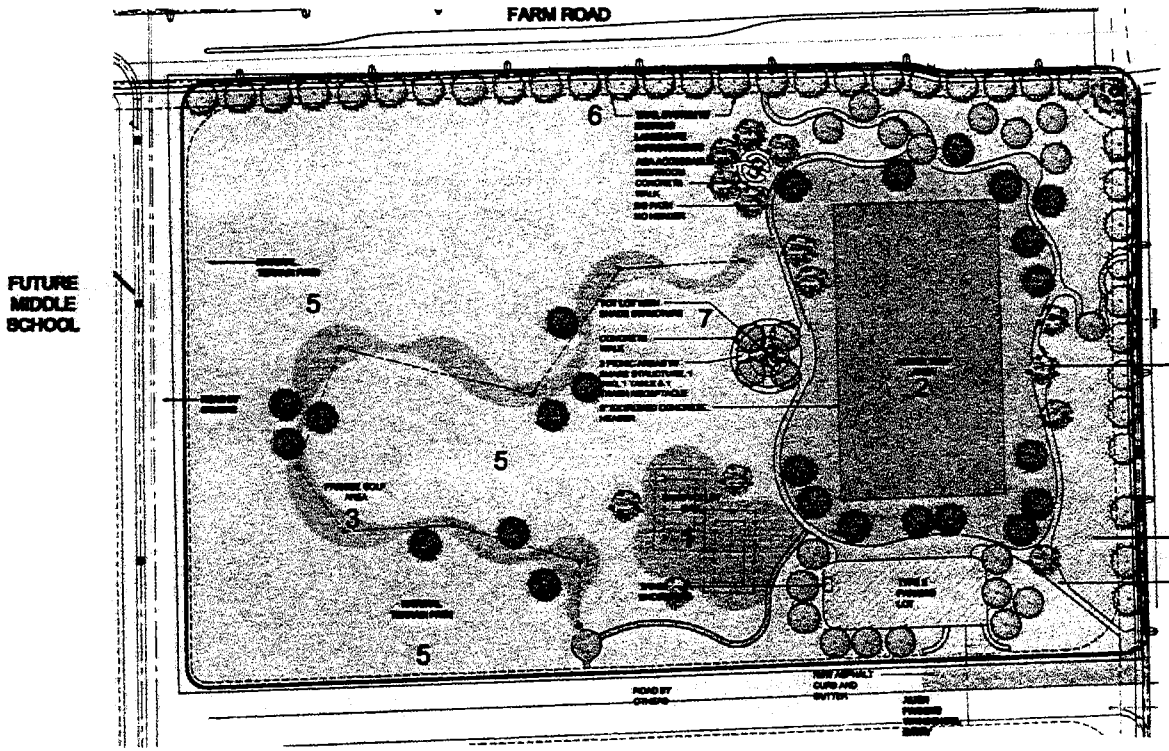
_____ _____
Cliff's Edge, LLC Date

EHHIBIT G
[Schedule of Traffic Signal Impact Fees]

Current Traffic Signal Impact Fee Schedule

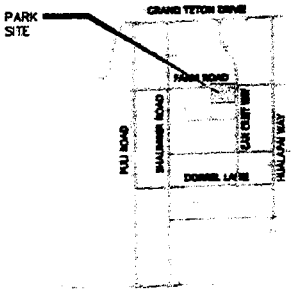
Land Use	Unit	Fee
Single-Family Detached	Dwelling	$185
Multi-Family	Dwelling	$128
Mobile Home Park	Pad	$93
Adult Congregate Living Facility	Dwelling	$42
Hotel/Motel	Room	$174
RETAIL/COMMERCIAL		
Shopping Center/Gen Retail (0-249,999 sf)	1,000 sq. ft.	$342
Shopping Center/Gen Retail (250,000499,999 sf)	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

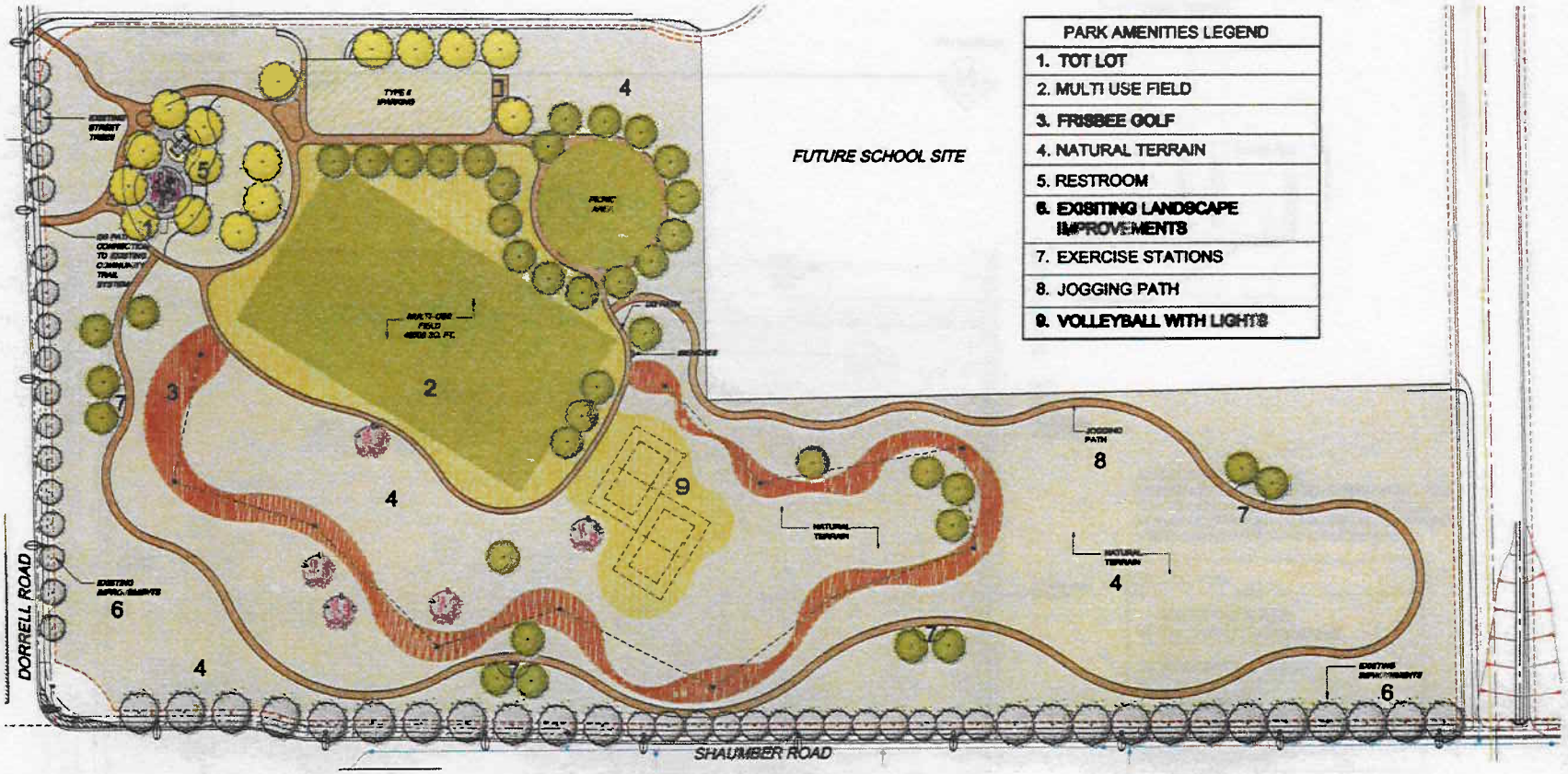
1 Conceptual Park Layout

Providence

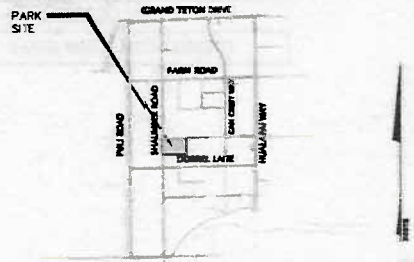
Las Vegas, Nevada

N

not to scale



PARK AMENITIES LEGEND
1. TOT LOT
2. MULTI USE FIELD
3. FRISBEE GOLF
4. NATURAL TERRAIN
5. RESTROOM
6. EXISTING LANDSCAPE IMPROVEMENTS
7. EXERCISE STATIONS
8. JOGGING PATH
9. VOLLEYBALL WITH LIGHTS



Key Map

N

not to scale

2 **Conceptual Park Layout**

Providence

Las Vegas, Nevada

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]

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.
Shumaker 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	$30,000	
Centennial Parkway to Dorrell		
		• Secure storm drain manholes, PM10 sds & 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 Pull
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
Elkhorn Road		
Sun Creek 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 Pill Road to Hualapai Way			
Street lights	$80,000		• Install final 21 street lights and 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		• Minimal 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 Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

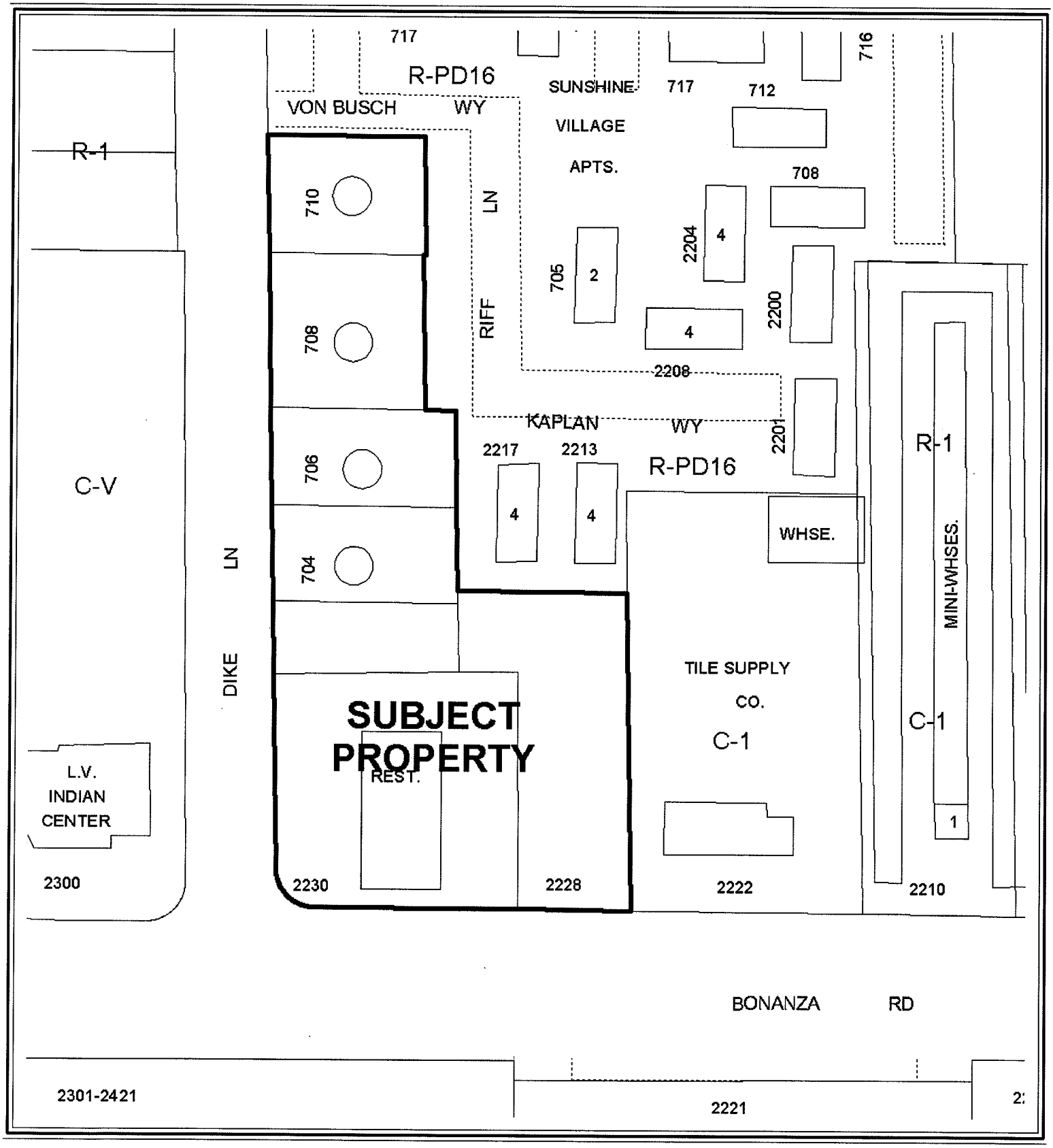
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36360 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-6510) FROM R-1 (SINGLE FAMILY RESIDENTIAL) AND R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO C-1 (LIMITED COMMERCIAL) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road (APN 139-29-704-019 through 025), Ward 5 (Barlow). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for ZON-6510



0 100 200 Feet

CASE: **EOT-36360**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36360**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36360 – EXTENSION OF TIME- REZONING -
APPLICANT/OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

1. This Rezoning (ZON-6510) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Rezoning (ZON-6510) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

There are an existing restaurant and single-family dwellings located on the subject sites. The applicant received previous approval for a Rezoning (ZON-6510) from R-1 (Single-Family Residential) and R-1 (Single Family Residential) with a Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) for a proposed mixed-use development. Since the approval of the Rezoning (ZON-6510) and related applications, the applicant received approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within the existing restaurant. No building permits have been issued for the mixed-use project.

The Rezoning (ZON-6510) General Plan classification of SC (Service Commercial) and MXU (Mixed Use) is consistent with the surrounding area and pattern of development; therefore, staff is recommending approval with a two-year time limit.

It is noted that there are six (6) related Extension of Times (EOT-36358, EOT-36361, EOT-36362, EOT-37363, EOT-36364, and EOT-36365) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval on 08/25/05.
	The City Council approved a related request for a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development. Planning Commission recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay. The Planning Commission recommended denial.
	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Planning Commission recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units , a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, 1 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 percent is the maximum allowed, perimeter buffer landscaping , and residential adjacency height and setback requirements on 1.79 acres adjacent to the northeast corner of Bonanza Road and Dike Lane. The Planning Commission recommended denial.
04/19/06	The City Council approved a request for a Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval on 03/23/06.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/19/06	The City Council approved a related request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
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 are and within the proposed Redevelopment Plan expansion area.
11/28/06	Code Enforcement cases (48259 and 48260) were processed for the owner renting the house without electricity, no water, and the house infested with bugs at 706 and 704 Dike Lane. Code Enforcement closed the cases on 12/1/06.
12/07/06	The Planning and Development Department approved a request for an Extension of Time (EOT-17438) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road.
	The City Council approved a related request for an Extension of Time (EOT-24422) of a previously approved Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/08	A Code Enforcement case (62076) was processed for a restaurant not having trash service or bins at 2230 West Bonanza Road. Code Enforcement closed the case on 02/15/08.
06/04/08	The City Council approved a request for an Extension of Time (EOT-27832) of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane.
09/18/08	A Code Enforcement case (69856) was processed for tenant complaints of doorframes broken, missing windows, hot water not properly working, and toilet not working properly at 710 Dike Lane. Code Enforcement closed the case on 10/19/08.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission recommended approval on 03/26/09.
	The City Council approved a related Site Development Plan Review (SDR-33191) for on-site alterations.
05/20/09	A Code Enforcement case (78276) was processed for the air conditioner not working, bathroom sink and tub not draining, and toilet leaking at 704 Dike Lane. Code Enforcement closed the case on 06/20/09.
Related Building Permits/Business Licenses	
12/11/98	A building permit (98024166) was issued for interior remodel of a restaurant at 2230 West Bonanza Road. The permit was finalized on 10/12/99 with a Certificate of Occupancy issued 10/20/99.
07/20/99	A building permit (99014171) was issued for a pole sign at 2230 West Bonanza Road. The permit was finalized on 09/21/99.
06/02/09	A business license (R09-00934) was issued for a Restaurant located at 2230 West Bonanza Road.

Pre-Application Meeting
A pre-application meeting is not required for this type of application, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required for this type of application, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.88

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial)
	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development-16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development-46 Units per Acre)
	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
East	Express/Delivery Service	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Drug/Alcohol Counseling	MXU (Mixed Use)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y
West Las Vegas Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport 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 second request for an Extension of Time of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) with a Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) for a proposed mixed-use development. Since the approval of the Rezoning (ZON-6510) on October 5, 2005, the applicant has not made any progress on the proposed mixed-use development, but did receive approval on 05/06/09 for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within an existing restaurant on the subject site.

Title 19.18.040 allows an extension of time or reinstatement of zoning approval as long as the zoning continues to conform to the use and density classification of the General Plan, and remains consistent with the surrounding area and pattern of development.

FINDINGS

The applicant is requesting an extension of time, as they have not progressed to a stage in the project to exercise the entitlement. The Rezoning (ZON-6510) General Plan classification of SC (Service Commercial) and MXU (Mixed Use) is consistent with the surrounding area and pattern of development; therefore, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Rezoning (ZON-6510) 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-36360** APN: 13929704024, 025, 019, 020, 021, 022, 023

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Bud Holdings, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Demetrius McWhorter

Print Name: Demetrius McWhorter

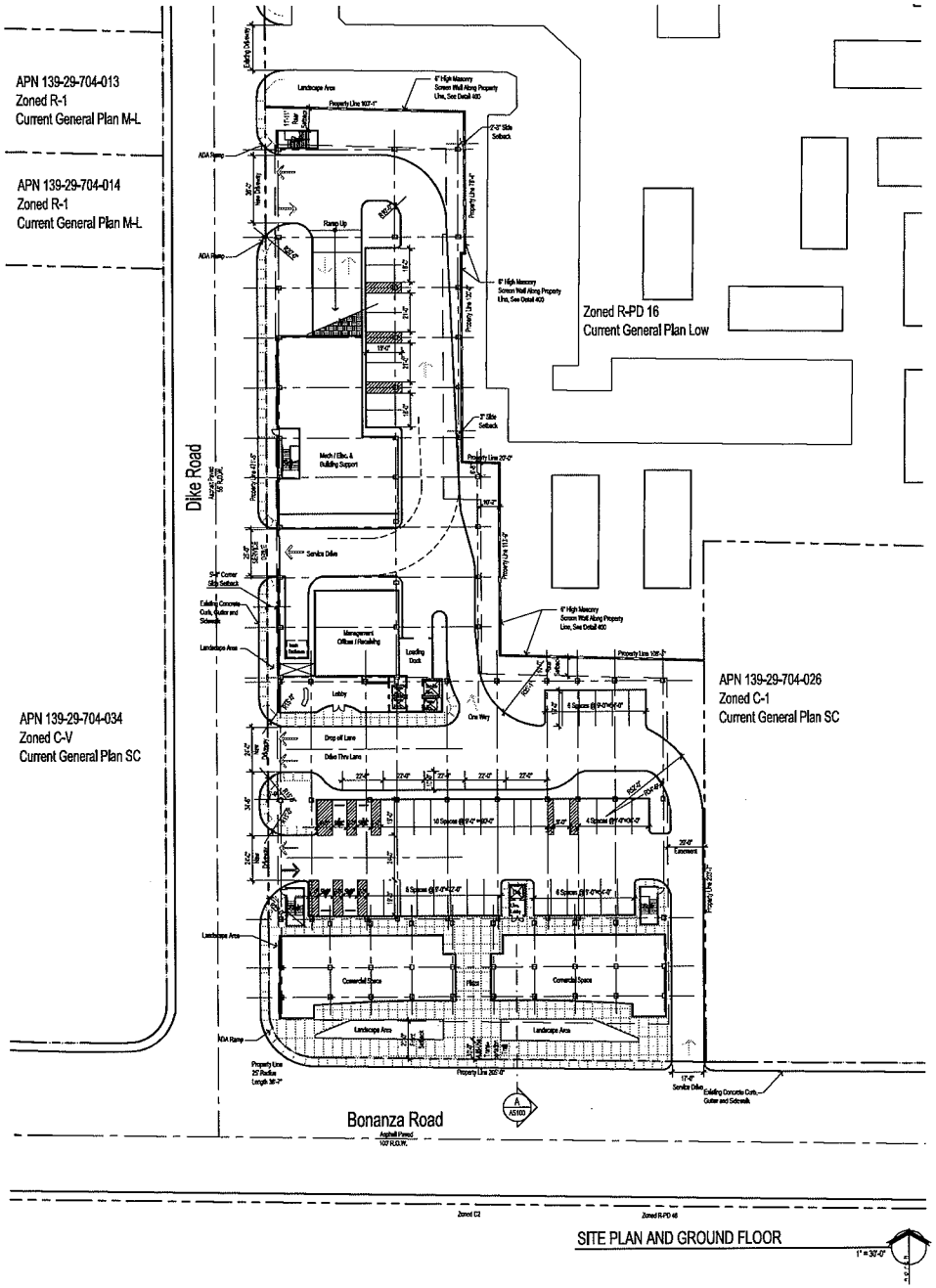
Subscribed and sworn before me

This 15th day of October, 2009

Cindy Lou Ord

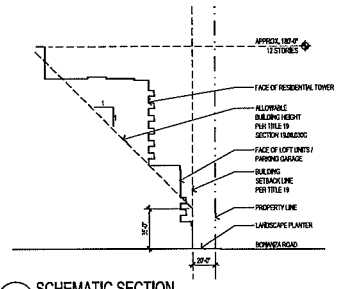
Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012



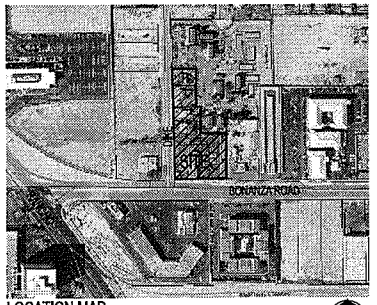
SITE PLAN AND GROUND FLOOR

1" = 30'-0"



A SCHEMATIC SECTION
Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested

1" = 50'-0"



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 83.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-8", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-0" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces
PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces
Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (16.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure

EOT-36360
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Rose Bud Development, LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
SITE PLAN / GROUND FLOOR PLAN

DRAWING NO.
AS100

APTUS Architecture

October 10, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-019 thru 139-29-704-025**
Subject: Extension of Time

Dear Sirs:

We respectfully submit this request for an Extension of Time for a mixed use project. This development is located on the northeast corner of Bonanza and Dike Lane.

The applications we are requesting extensions on are as follows:
SDR – 11707
ZON – 6510
SUP – 6504
SUP – 8067
VAR – 6506
VAR – 11712
VAR - 11714

We are requesting an extension of time for two years. The developer is still trying to obtain the financing for the project, but with the current economic situation, funding is scarce.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36360
12-02-09 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

October 6,2005

Mr. Demetrius McWhorter
Mr. Jeff Jordan
710 Dike Lane
Las Vegas, Nevada 89106

RE: ZON-6510 – REZONING
CITY COUNCIL MEETING OF OCTOBER 5, 2005
RELATED TO GPA-6273, VAR-6506, VAR-7665, SUP-6504, SUP-8067, SDR-6507 AND VAC-7679

Dear Mr. McWhorter:

The City Council at a regular meeting held October 5, 2005 APPROVED the request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL), AND R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road (APNs 139-29-704-019 through 021 and a portion of 022). The Notice of Final Action was filed with the Las Vegas City Clerk on October 6, 2005. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-6273) to a C-1 (Limited Commercial) land use designation approved by the City Council.

2. A Resolution of Intent with a two-year time limit.

3. A Site Development Plan Review (SDR-6507) application approved by the City of Las Vegas prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

4. Construct all incomplete half-street improvements on Dike Lane adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

5. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

EOT-36360
12-02-09 CC

6. Coordinate with the Collection Systems Planning Section of the Department of Public Works to determine offsite relief sewer requirements in Bonanza Road necessary to meet the demands of this development. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

7. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

8. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such

monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Rosebud Development
2230 Bonanza Road
Las Vegas, Nevada 89106

Ms. Kristen Nueman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-36360
12-02-09 CC

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-36364 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Variance (VAR-11714) TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial)and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

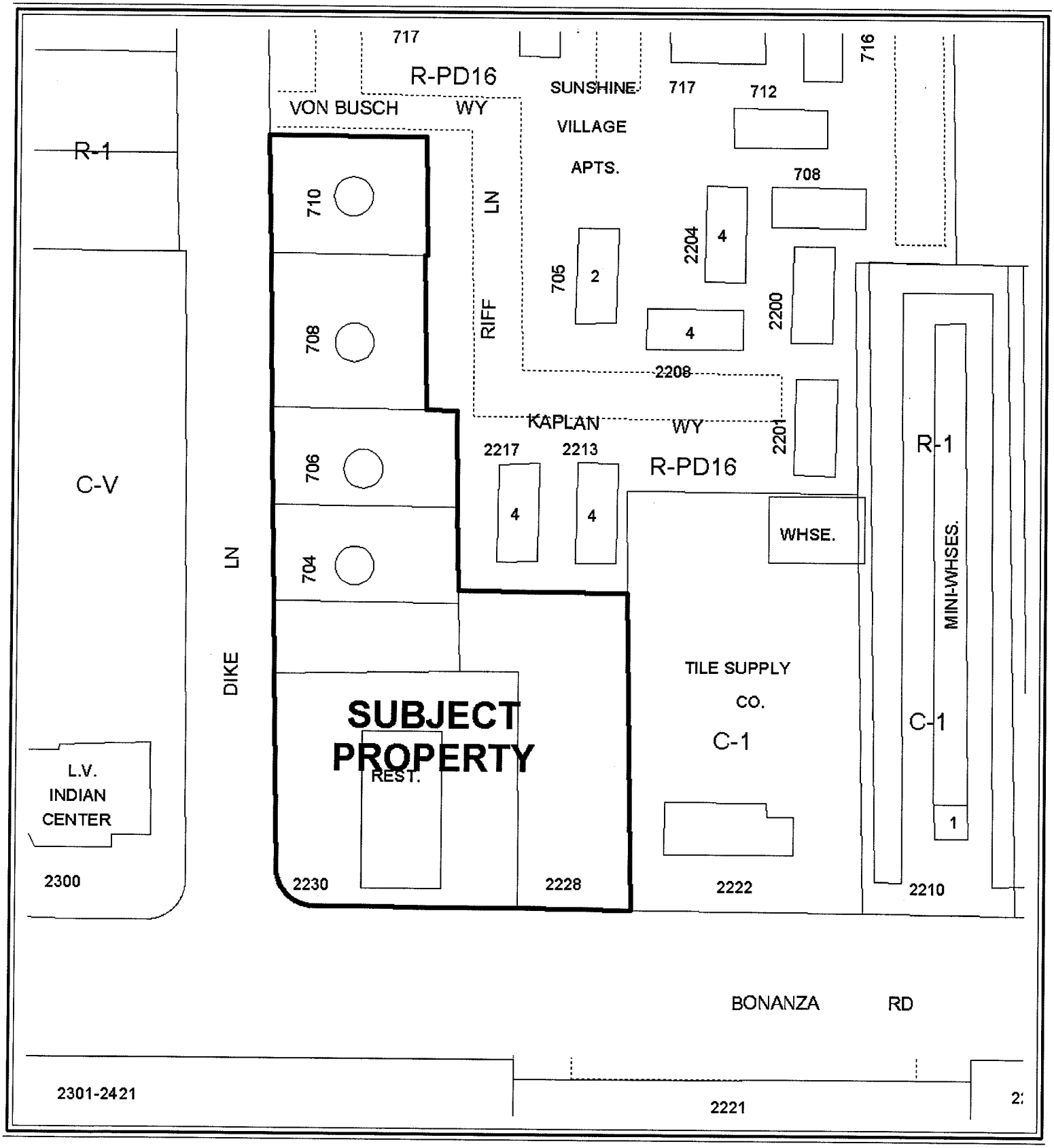
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for VAR-11714



0 100 200 Feet

CASE: **EOT-36364**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36364**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36364 – EXTENSION OF TIME- VARIANCE -
APPLICANT/OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Variance (VAR-11714) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11714) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant received a previous approval for a mixed-use project with a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required; to allow a 2.3-foot side-yard setback where 10 feet is the minimum required; to allow a 5-foot corner yard setback where 15 feet is the minimum required; to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed; and to allow a reduction of the building stepback requirement for a proposed mixed-use development. The property currently has an existing restaurant and single-family dwellings located on site. Since the approval of the Variance (VAR-11714) and related applications, the applicant received approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within the existing restaurant. No building permits have been issued for the mixed-use project.

The Variance (VAR-11714) has not met Title 19.18.070 requirements to exercise the entitlement No significant land use changes or new development has occurred in the area surrounding the proposed mixed-use project; therefore, staff is recommending approval of the Extension of Time with a two-year time limit.

It is noted that there are six (6) related Extension of Times (EOT-36358, EOT-36360, EOT-36361, EOT-37362, EOT-36363, and EOT-36365) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval on 08/25/05.
	The City Council approved a related request for a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development. Planning Commission recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay. The Planning Commission recommended denial.
	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Planning Commission recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units , a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, a 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 percent is the maximum allowed, perimeter buffer landscaping , and residential adjacency height and setback requirements on 1.79 acres adjacent to the northeast corner of Bonanza Road and Dike Lane. The Planning Commission recommended denial.

04/19/06	The City Council approved a request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related requested for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval on 03/23/06.
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 are and within the proposed Redevelopment Plan expansion area.
11/28/06	Code Enforcement cases (48259 and 48260) were processed for the owner renting the house without electricity, no water, and the house infested with bugs at 706 and 704 Dike Lane. Code Enforcement closed the cases on 12/1/06.
12/07/06	The Planning and Development Department approved a request for an Extension of Time (EOT-17438) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road.
	The City Council approved a related request for an Extension of Time (EOT24422) of a previously approved Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a

	proposed mixed-use development.

	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.
02/05/08	A Code Enforcement case (62076) was processed for a restaurant not having trash service or bins at 2230 West Bonanza Road. Code Enforcement closed the case on 02/15/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/04/08	The City Council approved a related request for an Extension of Time (EOT-27832) of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane.
09/18/08	A Code Enforcement case (69856) was processed for tenant complaints of doorframes broken, missing windows, hot water not properly working, and toilet not working properly at 710 Dike Lane. Code Enforcement closed the case on 10/19/08.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission recommended approval on 03/26/09.
	The City Council approved a related Site Development Plan Review (SDR-33191) for on-site alterations.
05/20/09	A Code Enforcement case (78276) was processed for the air conditioner not working, bathroom sink and tub not draining, and toilet leaking at 704 Dike Lane. Code Enforcement closed the case on 06/20/09.

Related Building Permits/Business Licenses	
12/11/98	A building permit (98024166) was issued for interior remodel of a restaurant at 2230 West Bonanza Road. The permit was finalized on 10/12/99 with a Certificate of Occupancy issued 10/20/99.
07/20/99	A building permit (99014171) was issued for a pole sign at 2230 West Bonanza Road. The permit was finalized on 09/21/99.
06/02/09	A business license (R09-00934) was issued for a Restaurant located at 2230 West Bonanza Road.

Pre-Application Meeting
A pre-application meeting is not required for this type of application, nor was one held.
Neighborhood Meeting
A neighborhood meeting is not required for this type of application, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.88

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial)
	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development-16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development-46 Units per Acre)
	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
East	Express/Delivery Service	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Drug/Alcohol Counseling	MXU (Mixed Use)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y
West Las Vegas Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required; to allow a 2.3-foot side-yard setback where 10 feet is the minimum required; to allow a 5-foot corner yard setback where 15 feet is the minimum required; to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed; and to allow a reduction of the building stepback requirement for a proposed mixed-use development. The property currently has an existing restaurant and single-family dwellings located on site. The applicant has not made any progress on the proposed mixed-use development in the form of the issuance of building permits.

Title 19.18.070 deems a Variance exercised when a business license is issued to conduct the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Variance (VAR-11714) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as building permits have not yet been issued for the proposed project. The applicant is requesting an extension of time to secure financing for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of Variance (VAR-11714) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT

SENATE DISTRICT

NOTICES MAILED

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36364** APN: 13929704024, 025, 019, 020, 021, 022, 023

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Bud Holdings, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Demetrius McWhorter

Print Name: Demetrius McWhorter

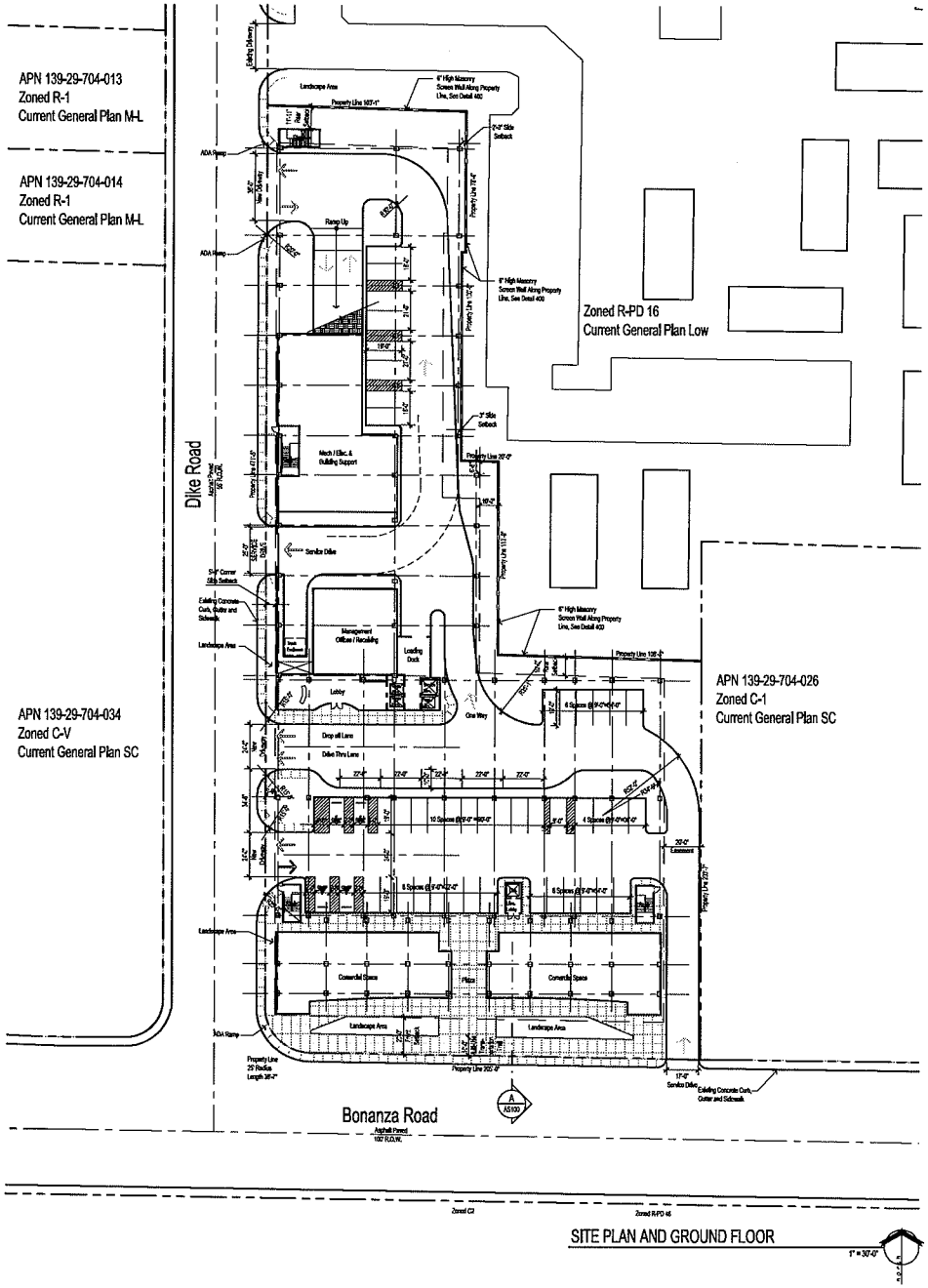
Subscribed and sworn before me

This 12th day of October, 2009

Cindy Lou Ord

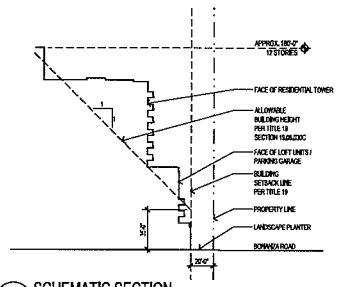
Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012



SITE PLAN AND GROUND FLOOR

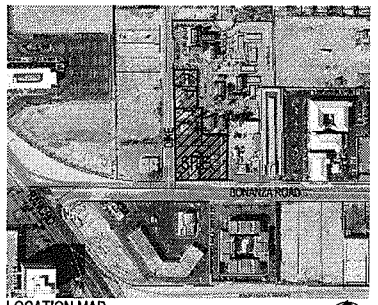
1" = 30'-0"



A SCHEMATIC SECTION

Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested

1" = 50'-0"



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 83.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-8", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-0" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces

PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces

Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (16.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure.

EOT-36364
12-02-09 CC

RECEIVED
OCT 12 2009

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.8200
F 702.839.1313
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

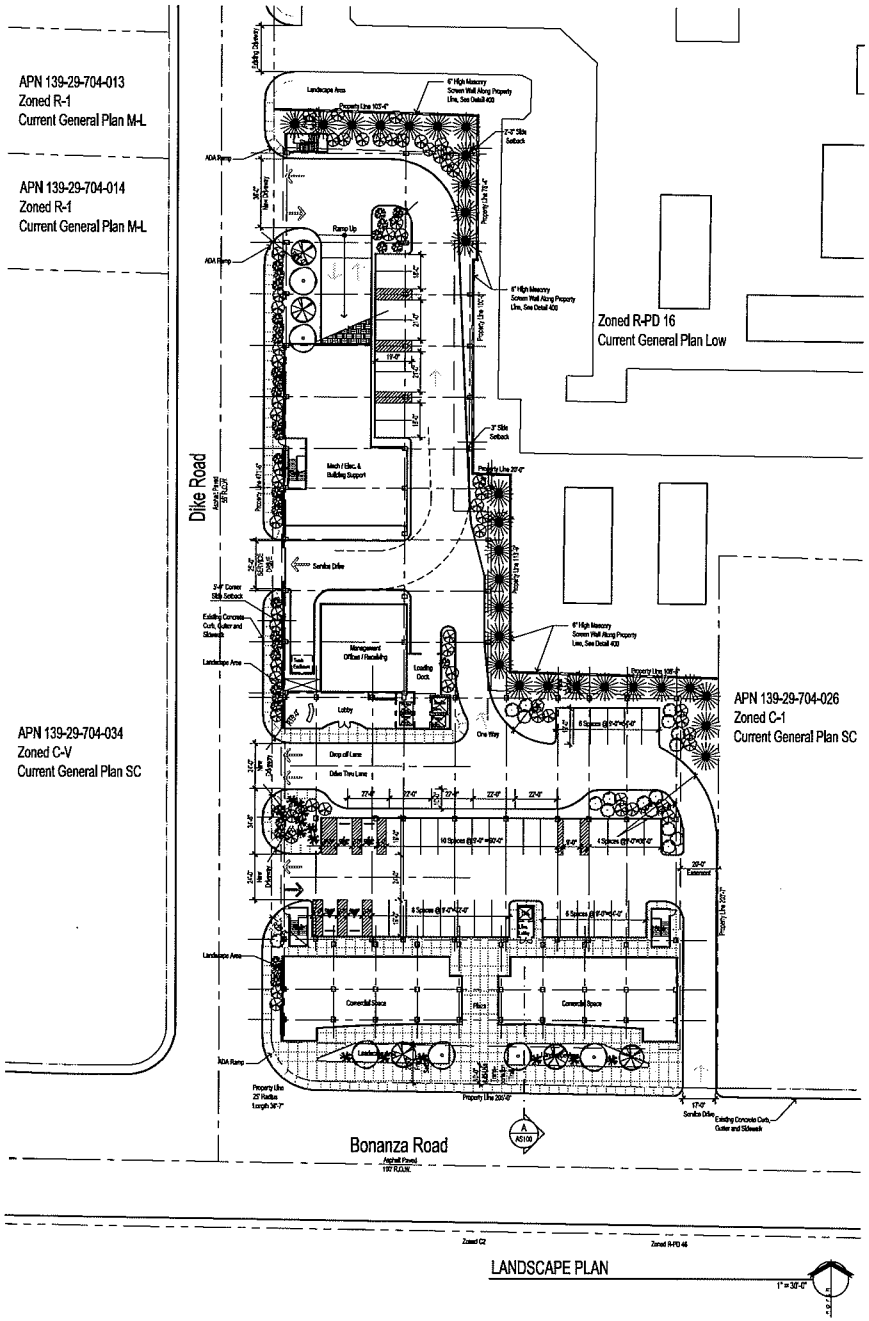
NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06
	ISSUED	

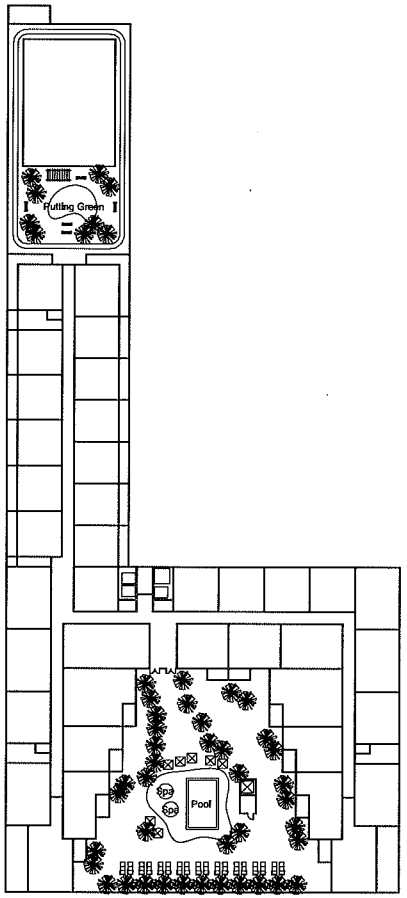
TITLE
SITE PLAN / GROUND FLOOR PLAN

DRAWING NO.
AS100

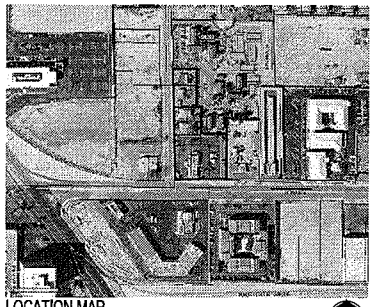


LANDSCAPE PLAN

1" = 30'-0"



LANDSCAPE PLAN
Recreation Deck



LOCATION MAP

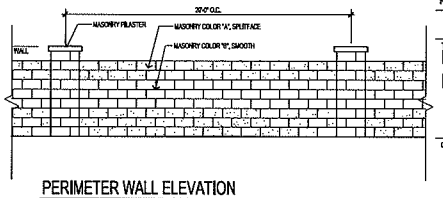
Landscape Legend

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	MONDEL PINE	pinus eldarica	24" Box	28
	WESTERN HONEY MESQUITE	prosopis glandulosa torreyana'	24" Box	14
	RAYWOOD ASH	fraxinus oxycarpa	24" Box	18
	CALIFORNIA FAN PALM	washingtonia filifera	24" Box	47
	TEXAS RANGER AND WHITE CLOUD TEXAS RANGER MIX	leucophyllum frutescens and leucophyllum frutescens 'white cloud'	10 Gal.	87
	SILK MIMOSA	albizia julibrissin	10 Gal.	71
	DESERT CASSIA	cassia nemophila	10 Gal.	64
	BRONZE SEDGE & DEER GRASS 50/50 MIX	carex buchananii & muhlenbergia dubia	10 Gal.	121

DECORATIVE GRAVEL - 1/2" MINUS SANDSTONE
NO TURF

Landscape Buffers

WEST	5'-0" (Waiver Requested)
NORTH	VARIES, SEE DRAWING (Waiver Requested)
EAST	VARIES, SEE DRAWING (Waiver Requested)
SOUTH	20'-0" INCLUDES MULTI-USE TRANSPORTATION TRAIL



PERIMETER WALL ELEVATION

1/4" = 1'-0"

EOT-36364
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1313
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

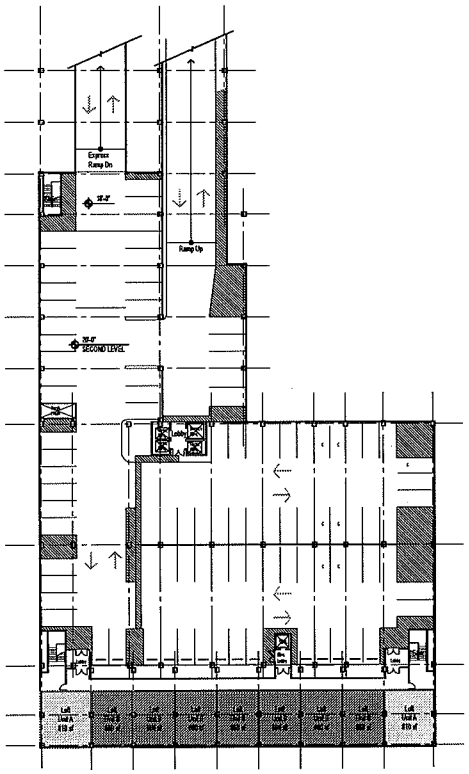
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

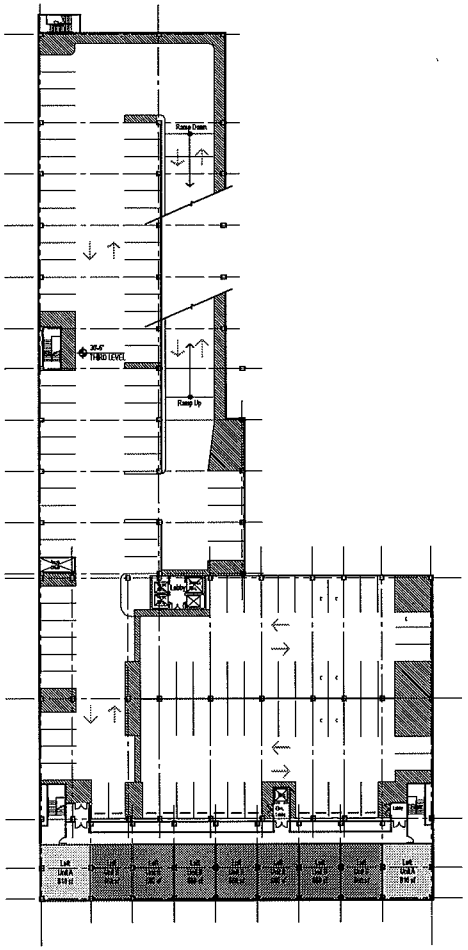
ISSUED

TITLE
LANDSCAPE PLAN

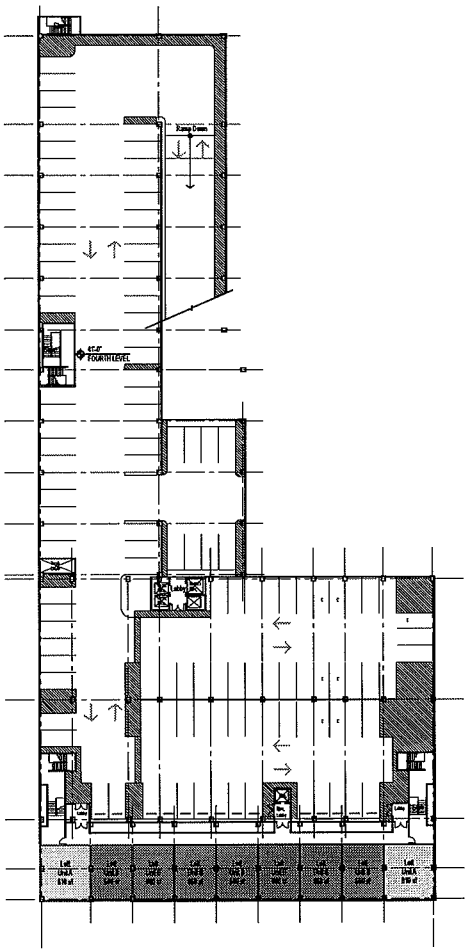
DRAWING NO.
L100



2. Second Floor 1" = 30'-0"



3. Third Flor 1" = 30'-0"



4. Fourth Floor 1" = 30'-0"

RECEIVED
OCT 12 2009

EOT-36364
12-02-09 CC

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1283
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

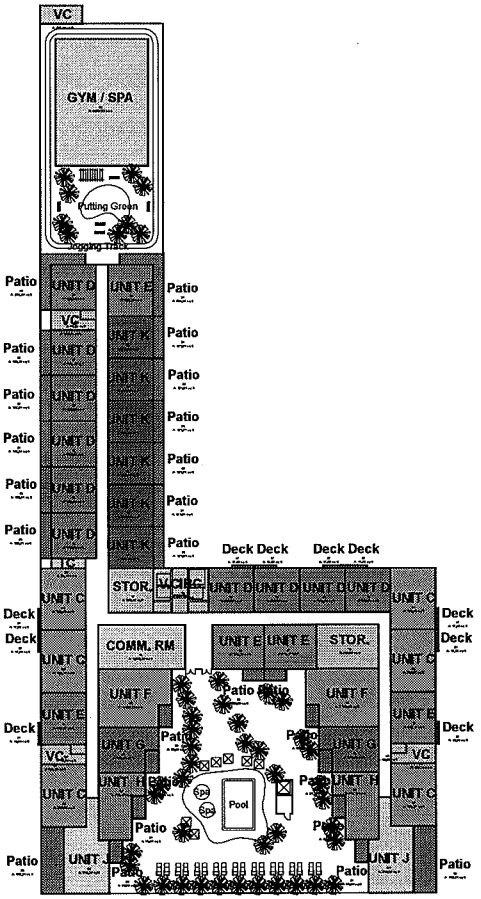
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

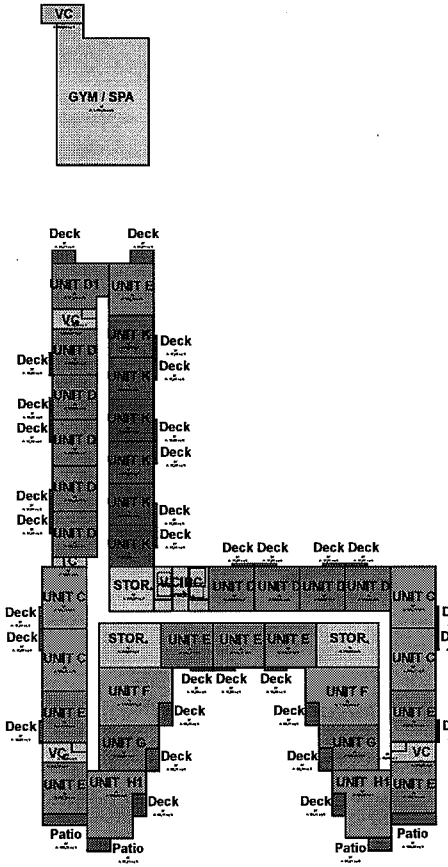
ISSUED

TITLE
SECOND, THIRD AND FOURTH FLOOR PLANS

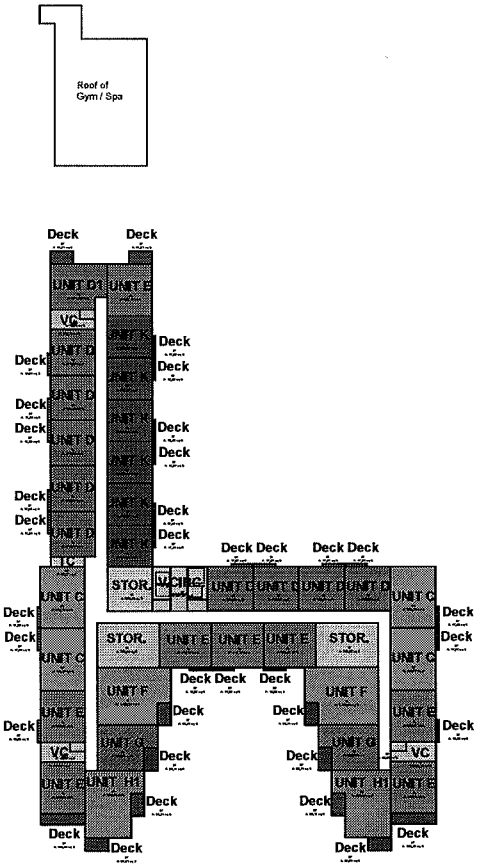
DRAWING NO.
A101



5. Fifth Floor (Rec Deck) 1" = 30'-0"



6. Sixth Floor 1" = 30'-0"



7. 7 thru 12 1" = 30'-0"

RECEIVED
OCT 12 2009

EOT-36364
12-02-09 CC

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

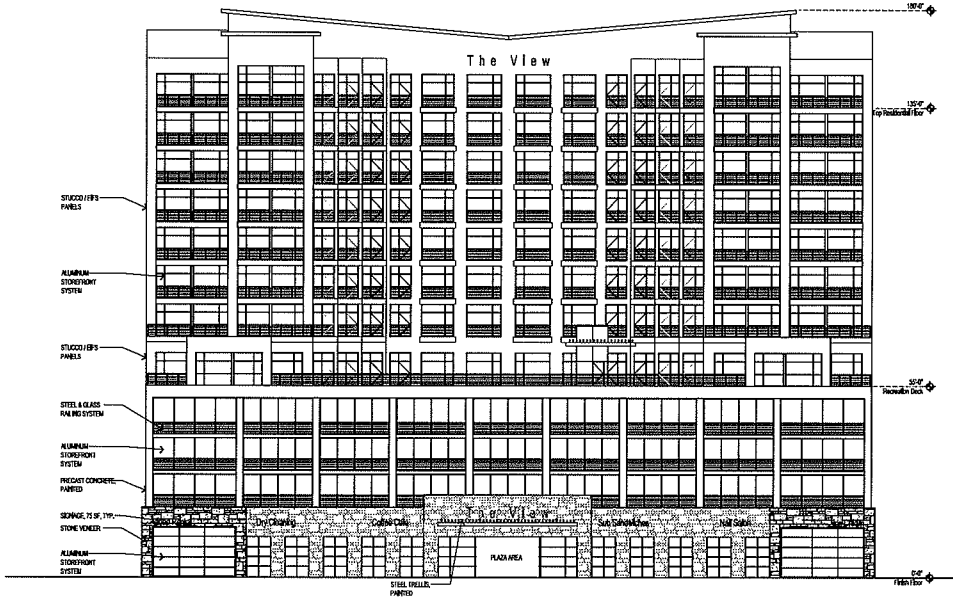
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
FIFTH THRU TWELVTH FLOOR PLANS

DRAWING NO.
A102



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.9313
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

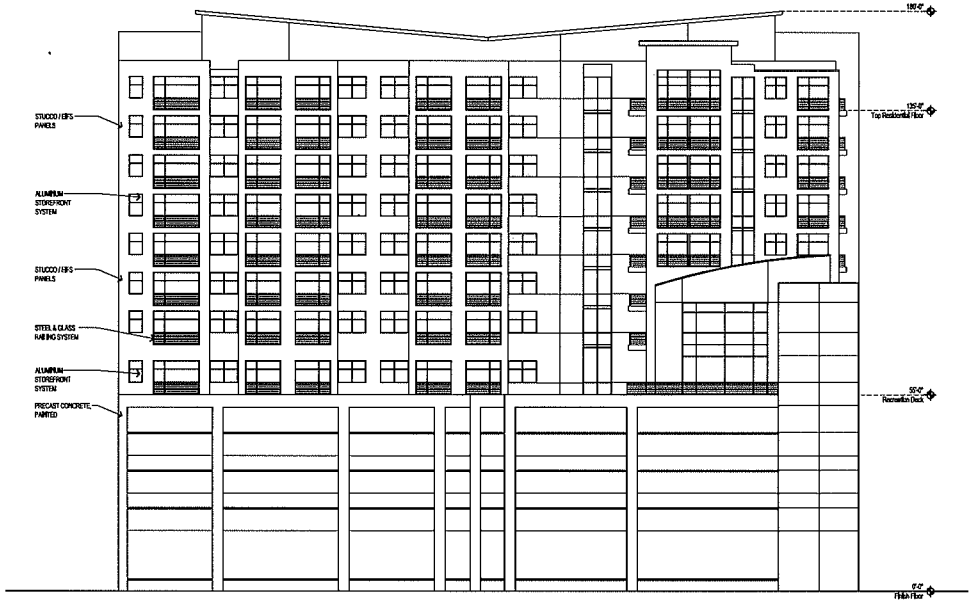
ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A200

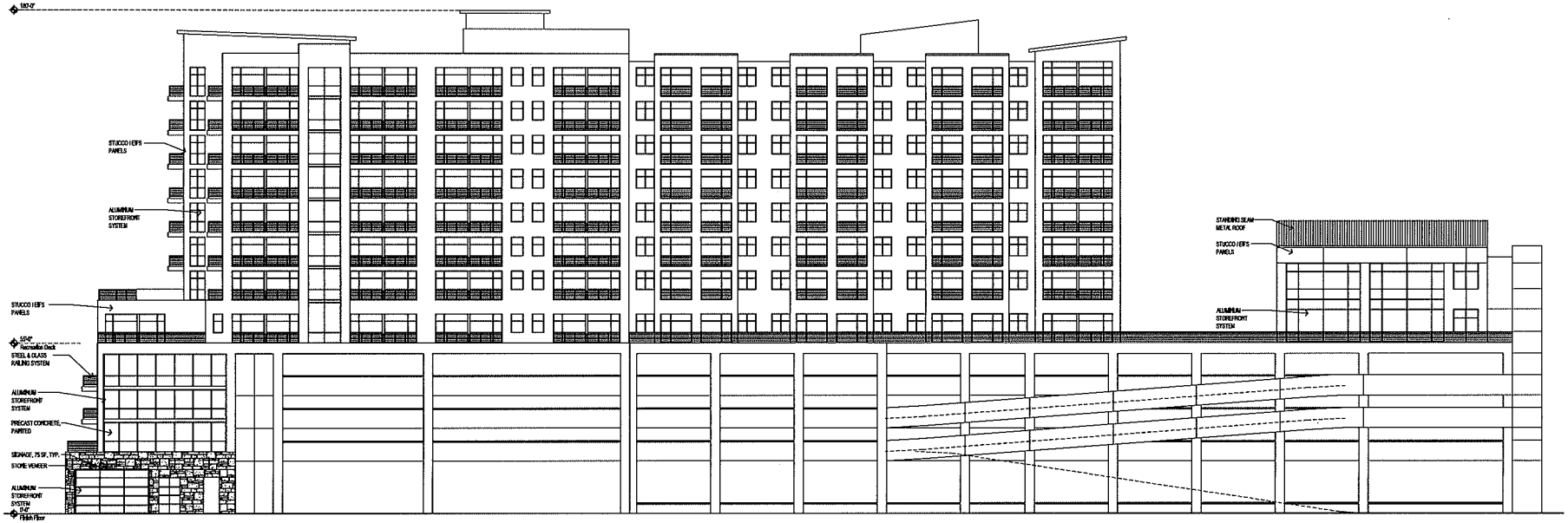
EOT-36364
12-02-09 CC

RECEIVED
OCT 12 2009



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

EOT-36364
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Rose Rad Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A201

APTUS Architecture

October 10, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-019 thru 139-29-704-025**
Subject: Extension of Time

Dear Sirs:

We respectfully submit this request for an Extension of Time for a mixed use project. This development is located on the northeast corner of Bonanza and Dike Lane.

The applications we are requesting extensions on are as follows:
SDR – 11707
ZON – 6510
SUP – 6504
SUP – 8067
VAR – 6506
VAR – 11712
VAR - 11714

We are requesting an extension of time for two years. The developer is still trying to obtain the financing for the project, but with the current economic situation, funding is scarce.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36364
12-02-09 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

April 21, 2006

Mr. Demetrius McWhorter
Big Mama's Rib Shack
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: VAR-11714 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO VAR-11712 AND SDR-11707

Dear Mr. McWhorter:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Variance TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-11707) and Variance (VAR-11712).

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: See Attached List

EOT-36364
12-02-09 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

Mr. Demetrius McWhorter
9054 Barium Rock Avenue
Las Vegas, Nevada 89143

Mr. Demetrius McWhorter
Mr. Jeff Jordan
Rosebud Development
710 Dike Lane
Las Vegas, Nevada 89016

EOT-36364
12-02-09 CC

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

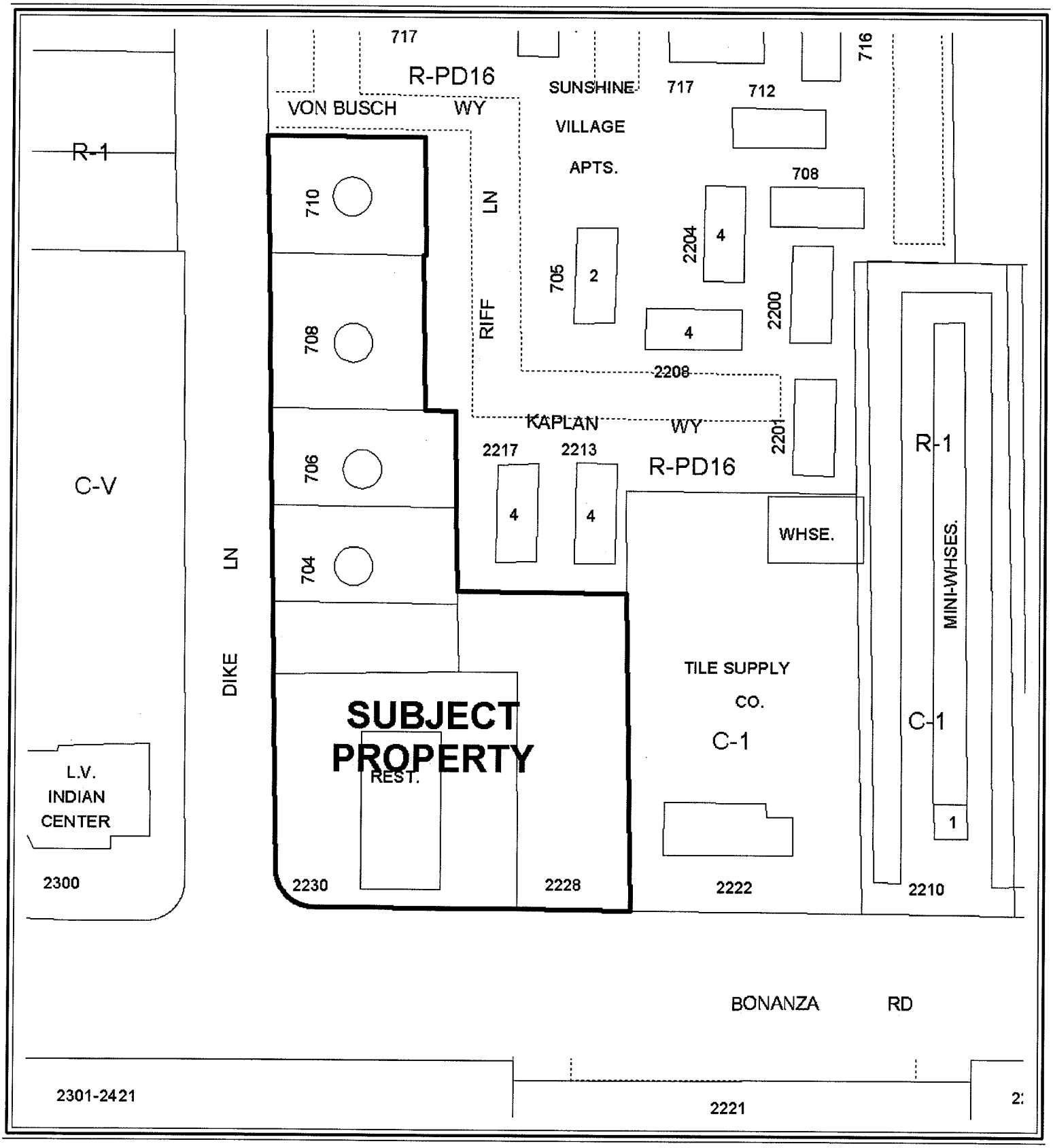
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36365 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BUD HOLDINGS LLC - Request for an Extension of Time of a previously approved Variance (VAR-11712) TO ALLOW 400 PARKING SPACES WHERE 493 SPACES ARE THE MINIMUM REQUIRED FOR A PROPOSED MIXED USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for VAR-11712

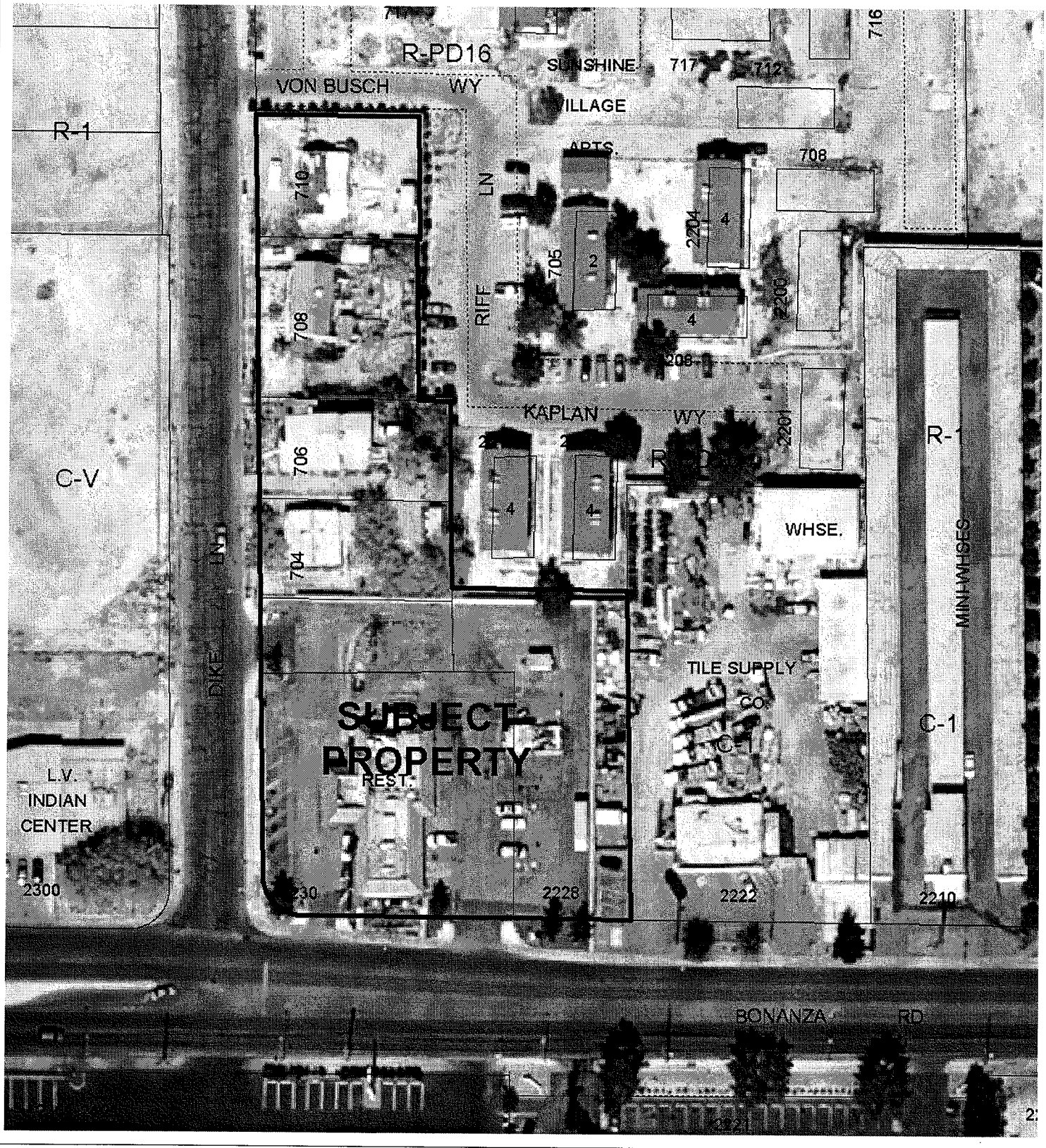


0 100 200 Feet

CASE: **EOT-36365**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36365**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36365 – EXTENSION OF TIME- VARIANCE -
APPLICANT/OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Variance (VAR-11712) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11712) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant received previous approval for a Variance (VAR-11712) to allow 400 parking spaces where 493 spaces is the minimum required for a proposed mixed-use development. There are an existing restaurant and single-family dwellings located on the subject sites. Since the approval of the Variance (VAR-11712) and related applications, the applicant received approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within the existing restaurant. No building permits have been issued for the mixed-use project.

The Variance (VAR-11712) has not met Title 19.18.070 requirements to exercise the entitlement No significant land use changes or new development has occurred in the area surrounding the proposed mixed-use project; therefore, staff is recommending approval of the Extension of Time with a two-year time limit.

It is noted that there are six (6) related Extension of Times (EOT-36358, EOT-36360, EOT-36361, EOT-37362, EOT-36363, and EOT-36364) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval on 08/25/05.
	The City Council approved a related request for a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development. Planning Commission recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay. The Planning Commission recommended denial.
	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Planning Commission recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units , a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, a 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 percent is the maximum allowed, perimeter buffer landscaping , and residential adjacency height and setback requirements on 1.79 acres adjacent to the northeast corner of Bonanza Road and Dike Lane. The Planning Commission recommended denial.

04/19/06	The City Council approved a request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval on 03/23/06.
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 are and within the proposed Redevelopment Plan expansion area.
11/28/06	Code Enforcement cases (48259 and 48260) were processed for the owner renting the house without electricity, no water, and the house infested with bugs at 706 and 704 Dike Lane. Code Enforcement closed the cases on 12/1/06.
12/07/06	The Planning and Development Department approved a request for an Extension of Time (EOT-17438) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road.
	The City Council approved a related request for an Extension of Time (EOT24422) of a previously approved Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a

	proposed mixed-use development.

	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.
02/05/08	A Code Enforcement case (62076) was processed for a restaurant not having trash service or bins at 2230 West Bonanza Road. Code Enforcement closed the case on 02/15/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/04/08	The City Council approved a request for an Extension of Time (EOT-27832) of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane.
09/18/08	A Code Enforcement case (69856) was processed for tenant complaints of doorframes broken, missing windows, hot water not properly working, and toilet not working properly at 710 Dike Lane. Code Enforcement closed the case on 10/19/08.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission recommended approval on 03/26/09.
	The City Council approved a related Site Development Plan Review (SDR-33191) for on-site alterations.
05/20/09	A Code Enforcement case (78276) was processed for the air conditioner not working, bathroom sink and tub not draining, and toilet leaking at 704 Dike Lane. Code Enforcement closed the case on 06/20/09.

Related Building Permits/Business Licenses	
12/11/98	A building permit (98024166) was issued for interior remodel of a restaurant at 2230 West Bonanza Road. The permit was finalized on 10/12/99 with a Certificate of Occupancy issued 10/20/99.
07/20/99	A building permit (99014171) was issued for a pole sign at 2230 West Bonanza Road. The permit was finalized on 09/21/99.
06/02/09	A business license (R09-00934) was issued for a Restaurant located at 2230 West Bonanza Road.

Pre-Application Meeting
A pre-application meeting is not required for this type of application, nor was one held.
Neighborhood Meeting
A neighborhood meeting is not required for this type of application, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.88

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial)
	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development-16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development-46 Units per Acre)
	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
East	Express/Delivery Service	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Drug/Alcohol Counseling	MXU (Mixed Use)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y
West Las Vegas Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 spaces are the minimum required for a proposed mixed-use development. The property currently has an existing restaurant and single-family dwellings located on site. The applicant has not made any progress on the proposed mixed-use development in the form of the issuance of building permits.

Title 19.18.070 deems a Variance exercised when a business license is issued to conduct the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Variance (VAR-11712) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as building permits have not yet been issued for the proposed project. The applicant is requesting an extension of time to secure financing for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of Variance (VAR-11712) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT

SENATE DISTRICT

NOTICES MAILED

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36365** APN: 13929704024, 025, 019, 020, 021, 022, 023

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Bud Holdings, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Demetrius McWhorter

Print Name: Demetrius McWhorter

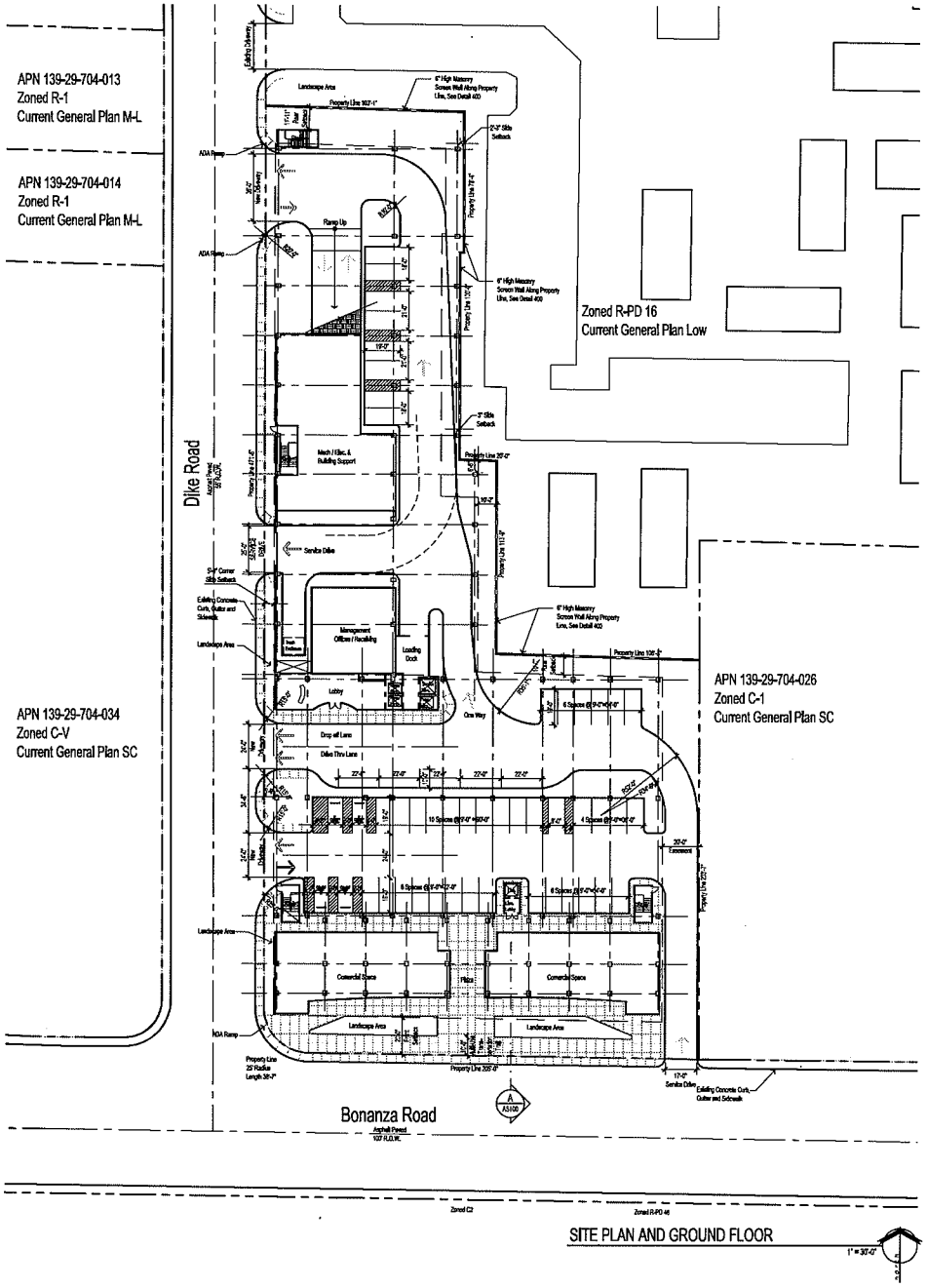
Subscribed and sworn before me

This 12th day of October, 2009

Cindy Lou Ord

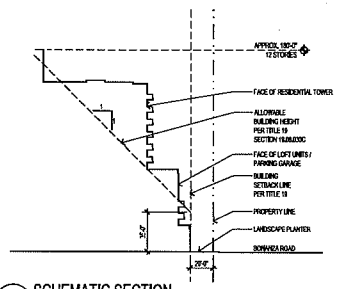
Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012



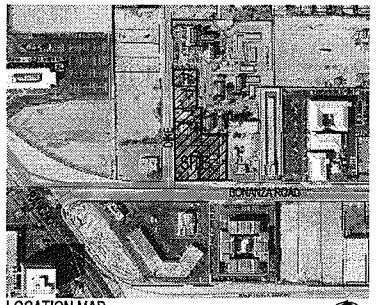
SITE PLAN AND GROUND FLOOR

1" = 30'-0"



A SCHEMATIC SECTION
Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested

1" = 50'-0"



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 83.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-6", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-0" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces
PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces
Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (16.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.9200
F 702.839.1213
Info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

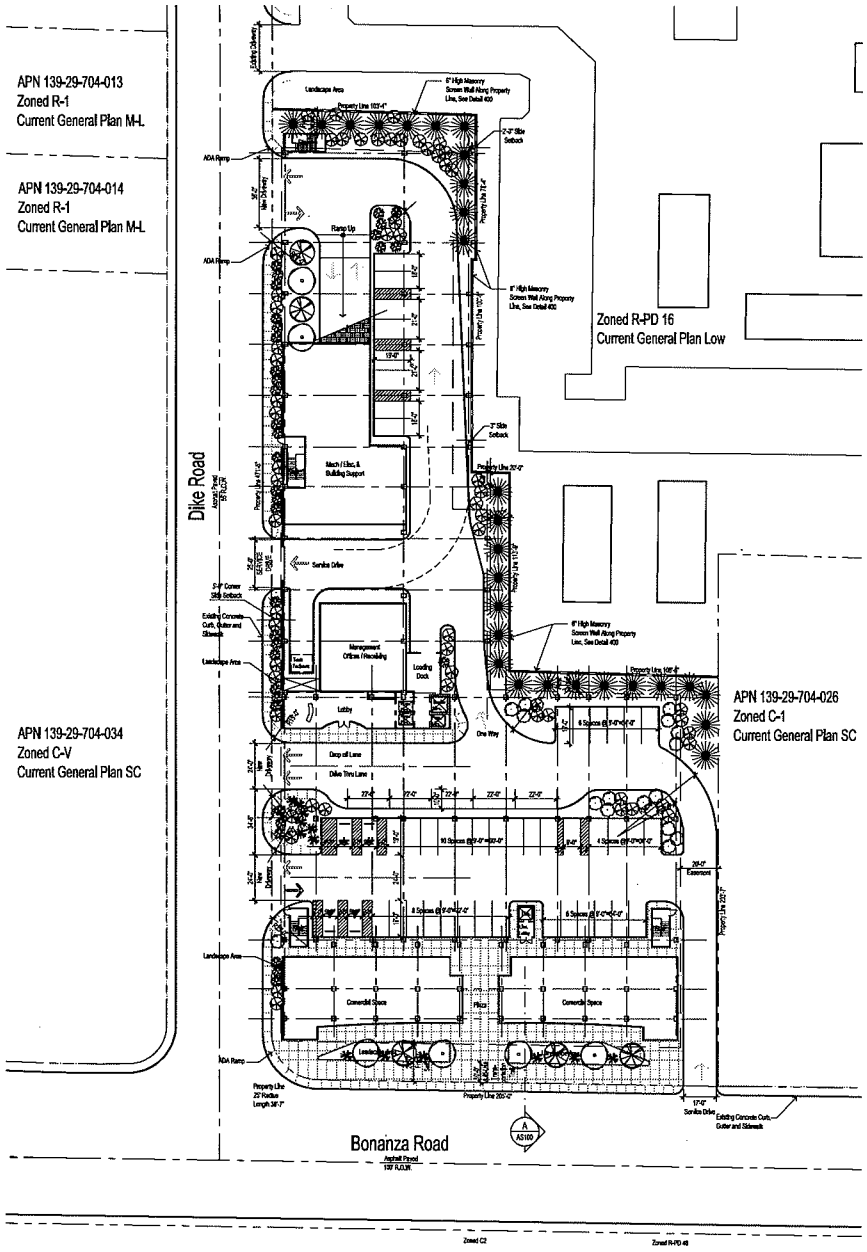
ISSUED

TITLE
SITE PLAN / GROUND FLOOR PLAN

DRAWING NO.
AS100

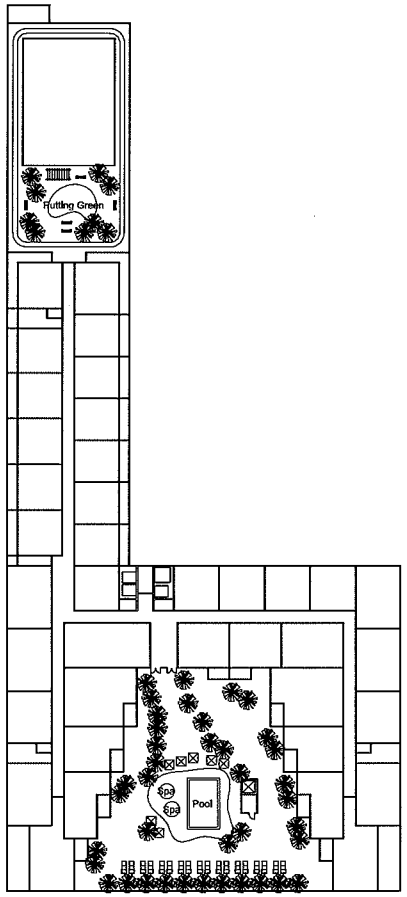
EOT-36365
12-02-09 CC

RECEIVED
OCT 12 2009



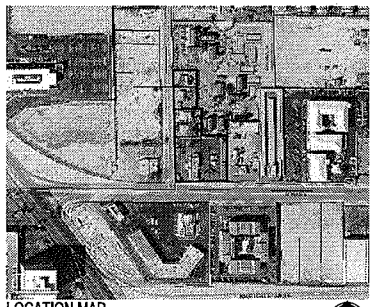
LANDSCAPE PLAN

1" = 30'-0"



LANDSCAPE PLAN
Recreation Deck

1" = 30'-0"



LOCATION MAP

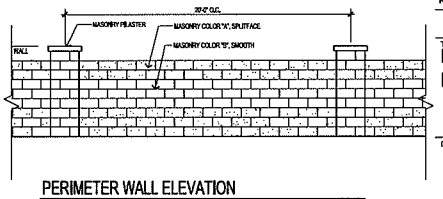
Landscape Legend

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	MONDEL PINE	pinus eldarica	24" Box	29
	WESTERN HONEY MESQUITE	prosopis glandulosa 'torreyana'	24" Box	14
	RAYWOOD ASH	fraxinus oxycarpa	24" Box	16
	CALIFORNIA FAN PALM	washingtonia filifera	24" Box	47
	TEXAS RANGER AND WHITE CLOUD TEXAS RANGER MIX	leucophyllum frutescens and leucophyllum frutescens 'white cloud'	10 Gal.	87
	SILK MIMOSA	albizia julibrissin	10 Gal.	71
	DESERT CASSIA	cassia nemophila	10 Gal.	84
	BRONZE SEDGE & DEER GRASS 50/50 MIX	carex buchananii & muhlenbergia dyera	10 Gal.	121

DECORATIVE GRAVEL - 1/2" MINUS SANDSTONE
NO TURF

Landscape Buffers

WEST	5'-0" (Waiver Requested)
NORTH	VARIES, SEE DRAWING (Waiver Requested)
EAST	VARIES, SEE DRAWING (Waiver Requested)
SOUTH	20'-0" INCLUDES MULTI-USE TRANSPORTATION TRAIL



PERIMETER WALL ELEVATION

1/4" = 1'-0"

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1211
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	3.6.06

ISSUED

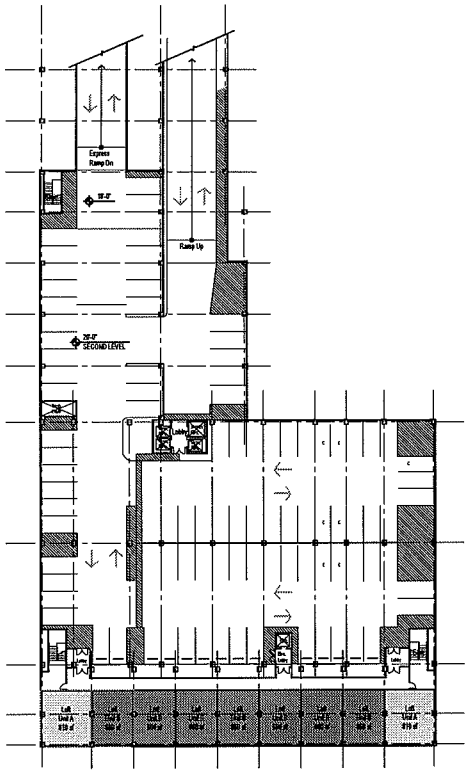
TITLE
LANDSCAPE PLAN

DRAWING NO.

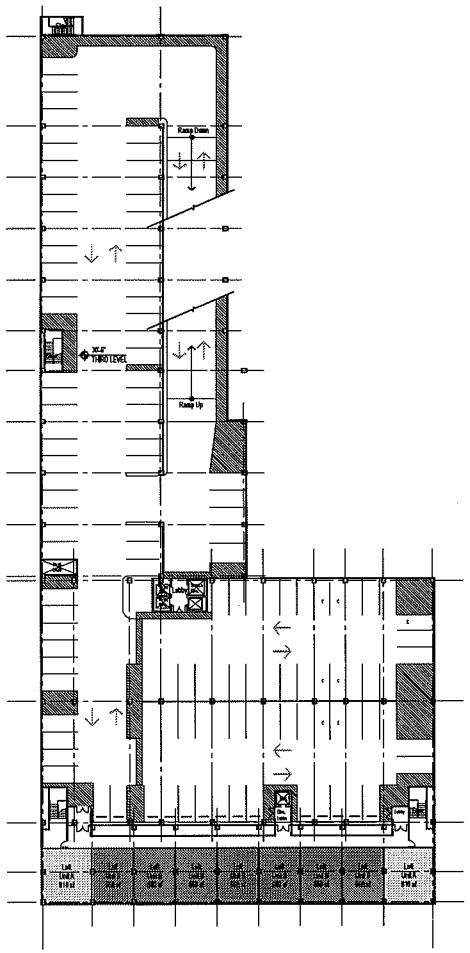
L100

EOT-36365
12-02-09 CC

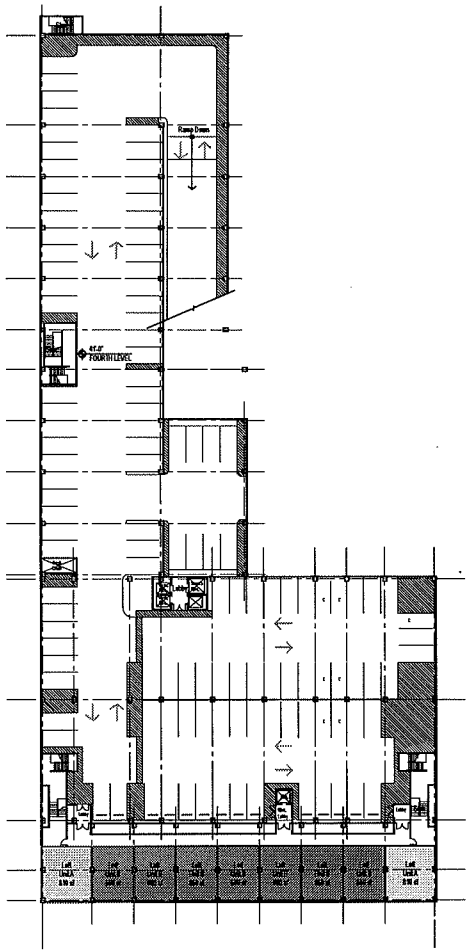
RECEIVED
OCT 12 2009



2. Second Floor 1" = 30'-0"



3. Third Flor 1" = 30'-0"



4. Fourth Floor 1" = 30'-0"

EOT-36365
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Mixed Use Development

2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO: 05.106

ARCHITECT

ENGINEER

NOTES

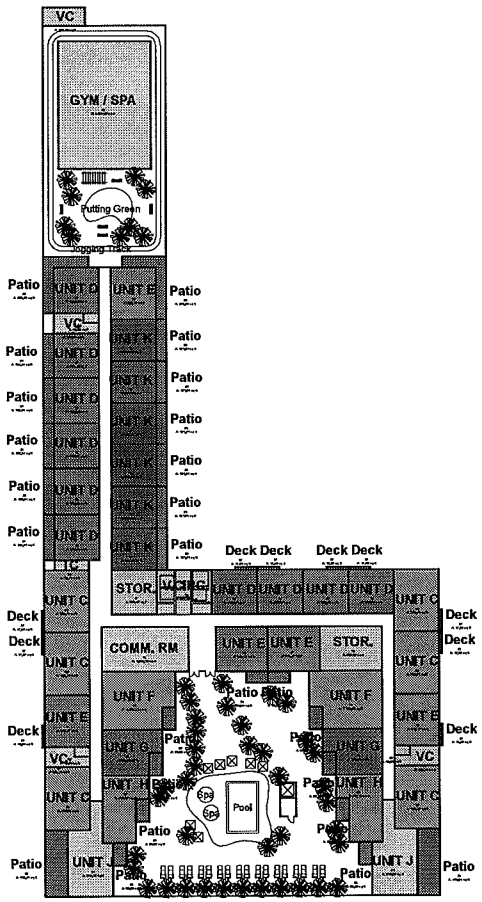
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

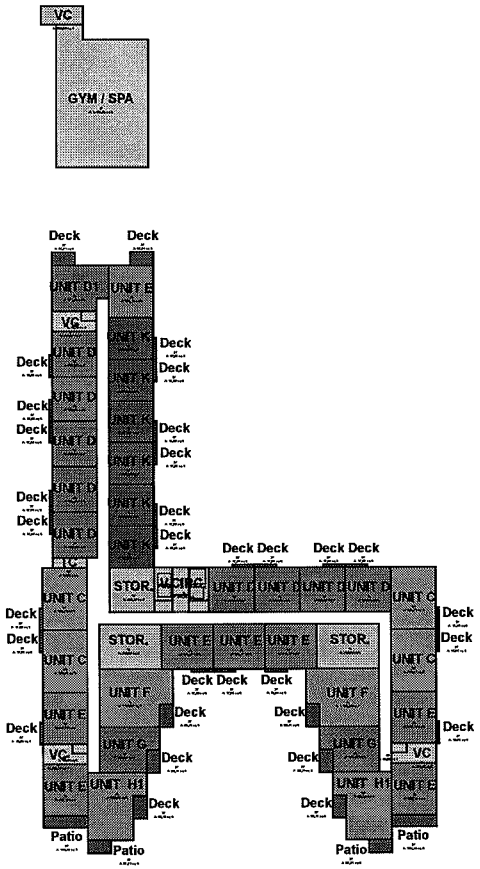
ISSUED

TITLE
SECOND, THIRD AND FOURTH FLOOR PLANS

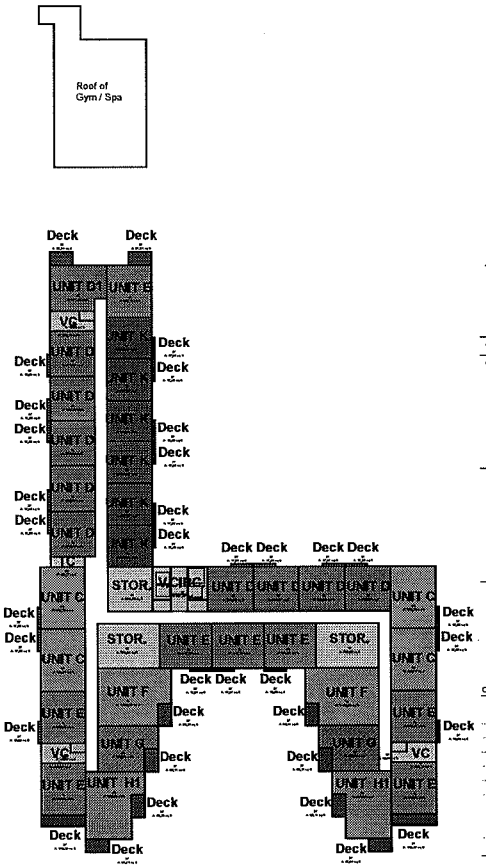
DRAWING NO.
A101



5. Fifth Floor (Rec Deck)



6. Sixth Floor



7. 7 thru 12

RECEIVED
OCT 12 2009

EOT-36365
12-02-09 CC

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

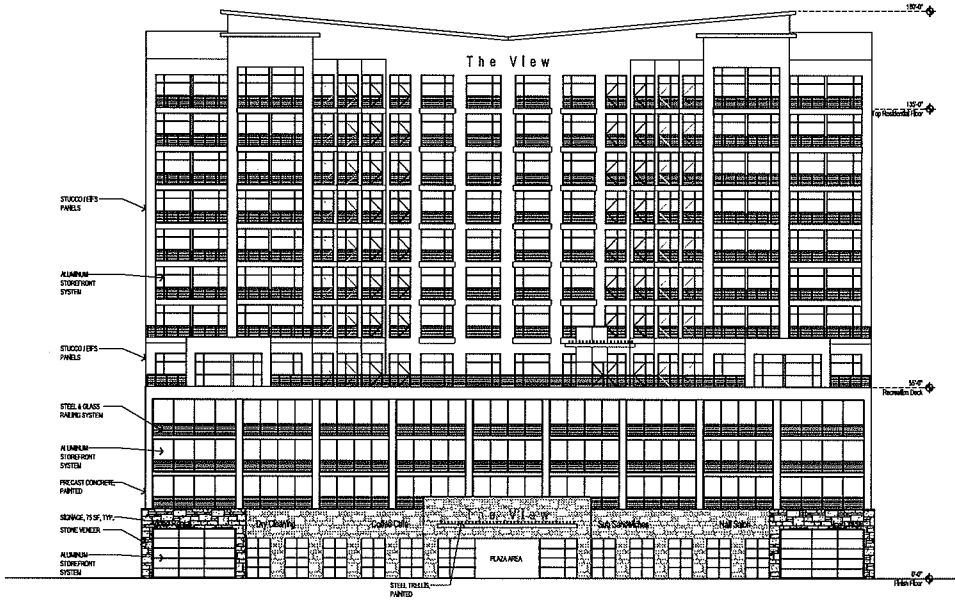
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
FIFTH THRU TWELVTH FLOOR PLANS

DRAWING NO.
A102



SOUTH ELEVATION



WEST ELEVATION

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

COPYRIGHT 2006 ©BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A200

EOT-36365
12-02-09 CC

RECEIVED
OCT 12 2009



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

EOT-36365
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Rose Bay Development, LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.

A201

APTUS Architecture

October 10, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-019 thru 139-29-704-025**
Subject: Extension of Time

Dear Sirs:

We respectfully submit this request for an Extension of Time for a mixed use project. This development is located on the northeast corner of Bonanza and Dike Lane.

The applications we are requesting extensions on are as follows:
SDR – 11707
ZON – 6510
SUP – 6504
SUP – 8067
VAR – 6506
VAR – 11712
VAR - 11714

We are requesting an extension of time for two years. The developer is still trying to obtain the financing for the project, but with the current economic situation, funding is scarce.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36365
12-02-09 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

April 21, 2006

Mr. Demetrius McWhorter
Big Mama's Rib Shack
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: VAR-11712 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO VAR-11714 AND SDR-11707

Dear Mr. McWhorter:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Variance TO ALLOW 400 PARKING SPACES WHERE 493 PARKING SPACES IS THE MINIMUM NUMBER OF PARKING SPACES REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-11707) and Variance (VAR-11714).

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: See Attached List

EOT-36365
12-02-09 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

Mr. Demetrius McWhorter
9054 Barium Rock Avenue
Las Vegas, NevadA 89143

Mr. Demetrius McWhorter
Mr. Jeff Jordan
Rosebud Development
710 Dike Lane
Las Vegas, Nevada 89016

EOT-36365
12-02-09 CC

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-36361 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-6504) FOR A PROPOSED MIXED USE DEVELOPMENT adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

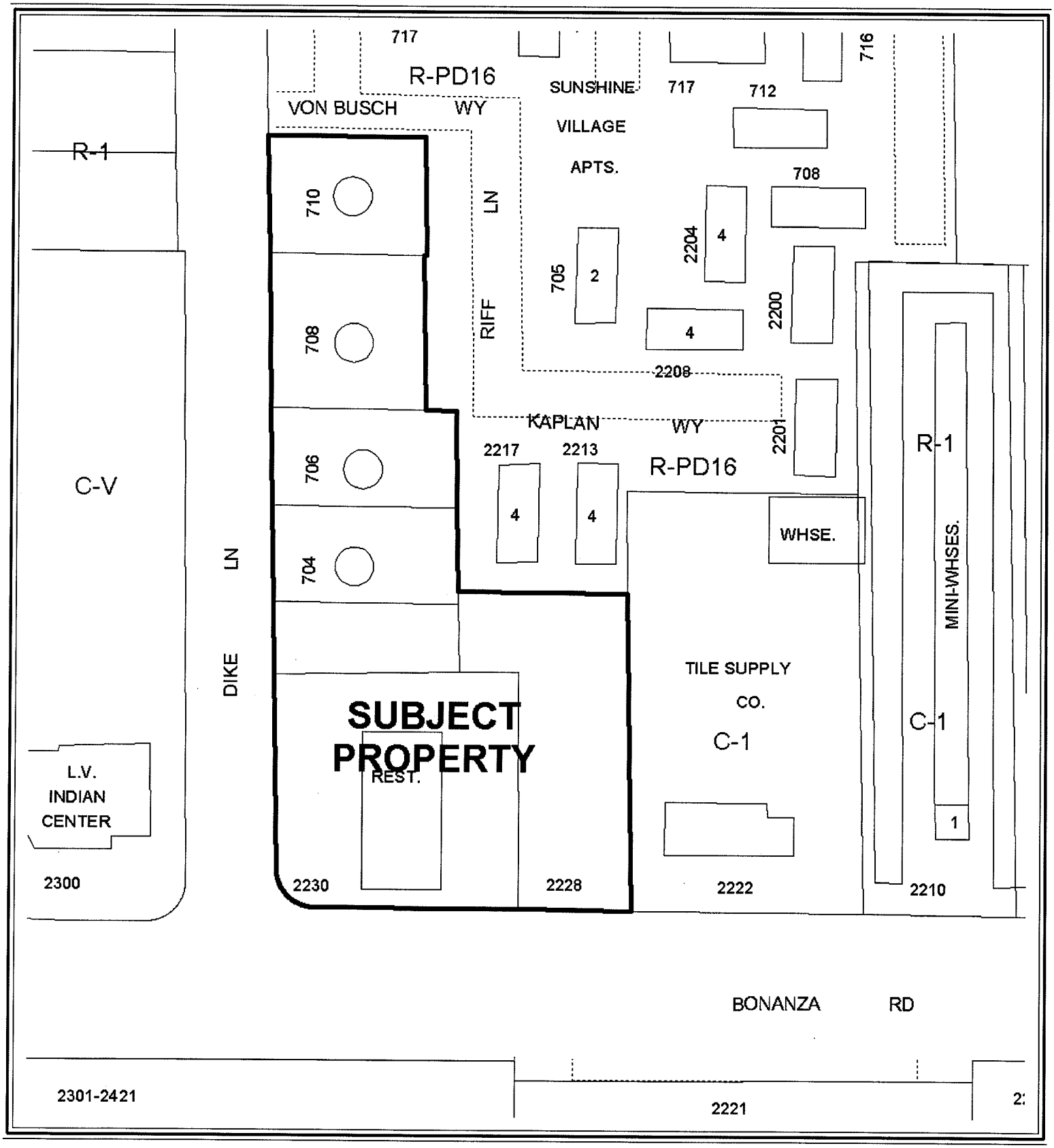
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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 EOT-24419

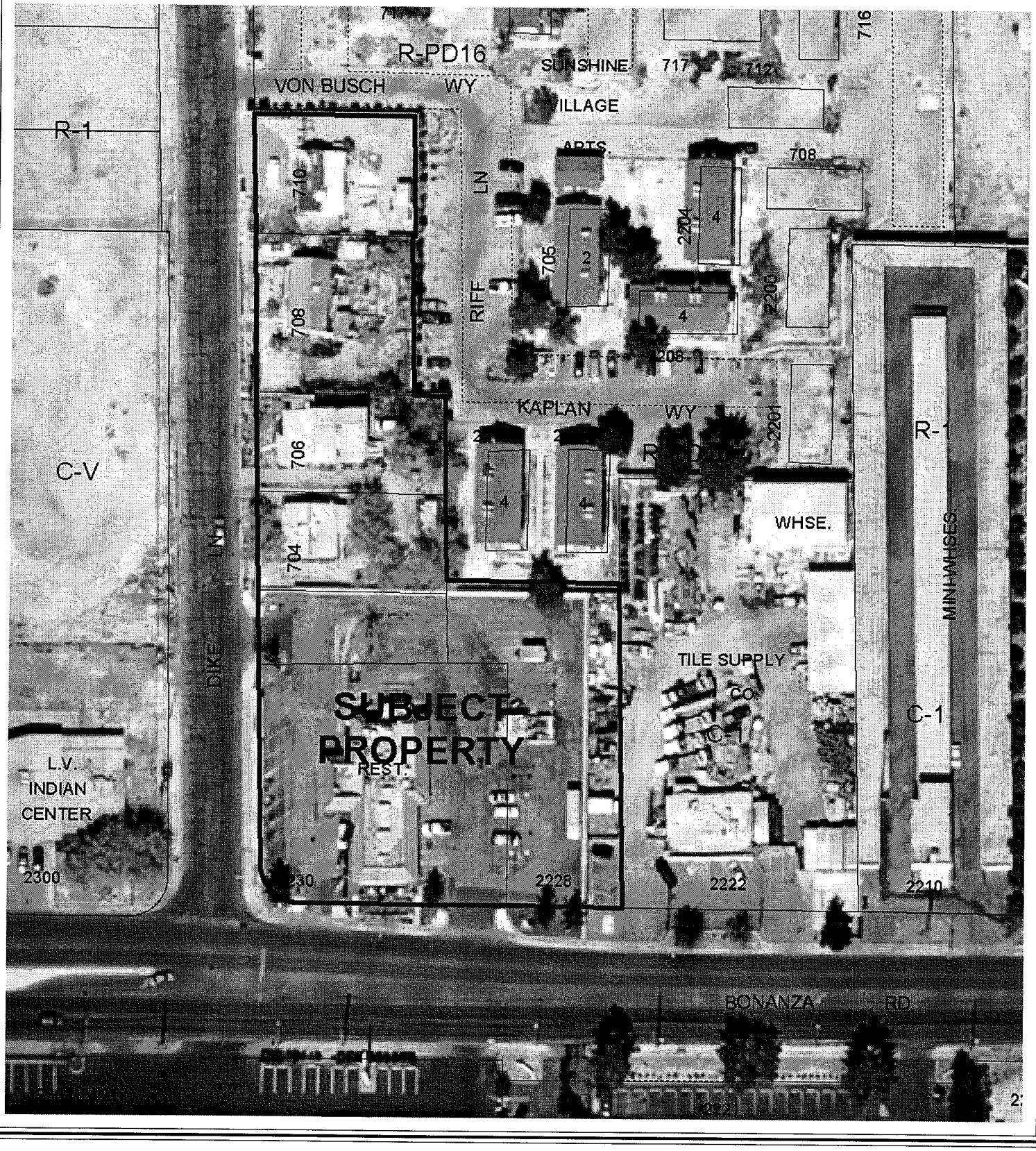


0 100 200 Feet

CASE: **EOT-36361**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36361**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36361 – EXTENSION OF TIME- SPECIAL USE PERMIT -
APPLICANT/OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-6504) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-6504), subsequent approvals for Site Development Plan Review (SDR-11707), Variances (VAR-11712 and VAR-11714) all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

This Extension of Time is for a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development. The property currently has an existing restaurant and single-family dwellings located on site. Since the approval of the Special Use Permit, subsequent entitlements have been approved amending the original mixed-use projects configuration to a 12-story, 180-foot tall building. In addition, the applicant received approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within the existing restaurant. No building permits have been issued for the mixed-use project.

Title 19.18.060 requirements to exercise the entitlement have not been met. The applicant is requesting an extension of time to secure financing. Staff is recommending approval of this request with a two-year time limit.

It is noted that there are six (6) related Extension of Times (EOT-36358, EOT-36360, EOT-36362, EOT-37363, EOT-36364, and EOT-36365) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval on 08/25/05.
	The City Council approved a related request for a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development. Planning Commission recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay. The Planning Commission recommended denial.
	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Planning Commission recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units , a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, a 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 percent is the maximum allowed, perimeter buffer landscaping , and residential adjacency height and setback requirements on 1.79 acres adjacent to the northeast corner of Bonanza Road and Dike Lane. The Planning Commission recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/19/06	The City Council approved a request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related requested for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval on 03/23/06.
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 are and within the proposed Redevelopment Plan expansion area.
11/28/06	Code Enforcement cases (48259 and 48260) were processed for the owner renting the house without electricity, no water, and the house infested with bugs at 706 and 704 Dike Lane. Code Enforcement closed the cases on 12/1/06.
12/07/06	The Planning and Development Department approved a request for an Extension of Time (EOT-17438) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road.
	The City Council approved a related request for an Extension of Time (EOT-24422) of a previously approved Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.

	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.
02/05/08	A Code Enforcement case (62076) was processed for a restaurant not having trash service or bins at 2230 West Bonanza Road. Code Enforcement closed the case on 02/15/08.
06/04/08	The City Council approved a request for an Extension of Time (EOT-27832) of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane.
09/18/08	A Code Enforcement case (69856) was processed for tenant complaints of doorframes broken, missing windows, hot water not properly working, and toilet not working properly at 710 Dike Lane. Code Enforcement closed the case on 10/19/08.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission recommended approval on 03/26/09.
	The City Council approved a related Site Development Plan Review (SDR-33191) for on-site alterations.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/20/09	A Code Enforcement case (78276) was processed for the air conditioner not working, bathroom sink and tub not draining, and toilet leaking at 704 Dike Lane. Code Enforcement closed the case on 06/20/09.

Related Building Permits/Business Licenses	
12/11/98	A building permit (98024166) was issued for interior remodel of a restaurant at 2230 West Bonanza Road. The permit was finalized on 10/12/99 with a Certificate of Occupancy issued 10/20/99.
07/20/99	A building permit (99014171) was issued for a pole sign at 2230 West Bonanza Road. The permit was finalized on 09/21/99.
06/02/09	A business license (R09-00934) was issued for a Restaurant located at 2230 West Bonanza Road.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	1.88

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial)
	Restaurant	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development-16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development-46 Units per Acre)
	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
East	Express/Delivery Service	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Drug/Alcohol Counseling	MXU (Mixed Use)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y
West Las Vegas Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport 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 second request for an extension of time of a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development. No permits have been issued for the project. Since the approval of the Special Use Permit, subsequent entitlements have been approved amending the original mixed-use projects configuration to a 12-story, 180-foot tall building. In addition, the applicant received approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within the existing restaurant.

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-6504) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. The applicant is requesting an extension of time to secure financing for the proposed development. There have been no significant changes in land use or new development in the surrounding area; therefore, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-6504) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT

SENATE DISTRICT

NOTICES MAILED

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36361** APN: 13929704024, 025, 019, 020, 021, 022, 023

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Bud Holdings, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Demetrius McWhorter

Print Name: Demetrius McWhorter

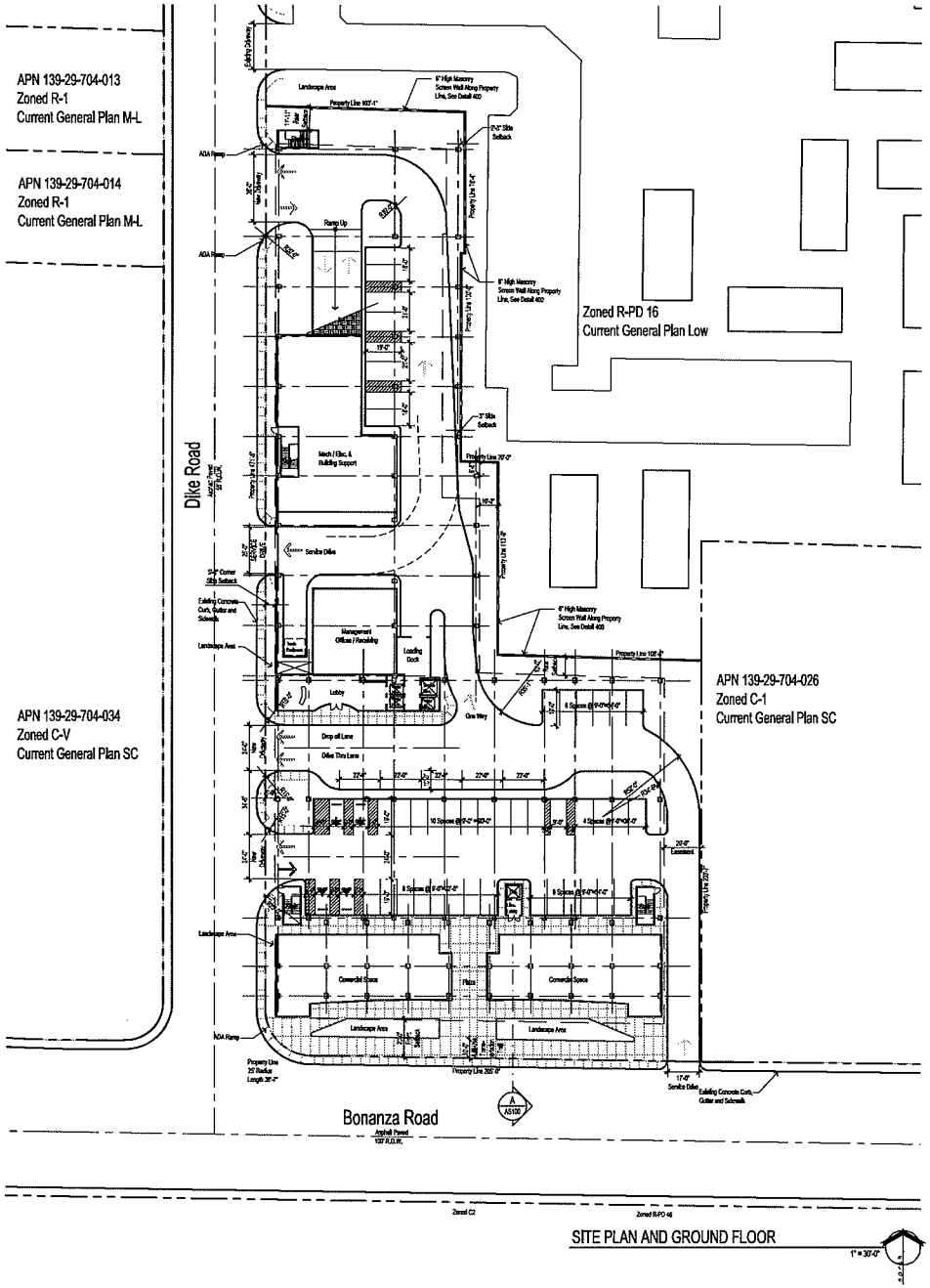
Subscribed and sworn before me

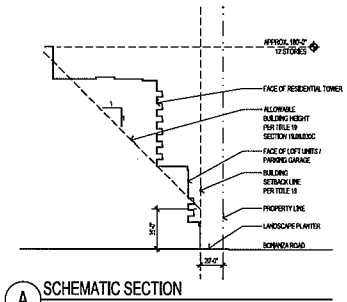
This 12th day of October, 2009

Cindy Lou Ord

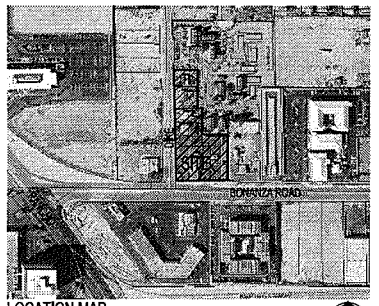
Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012





A SCHEMATIC SECTION
Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested
1" = 50'-0"



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 83.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-8", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-0" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces
PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces
Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (16.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure

RECEIVED
OCT 12 2009

EOT-36361
12-02-09 CC

The View
Boca Bay Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.8200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

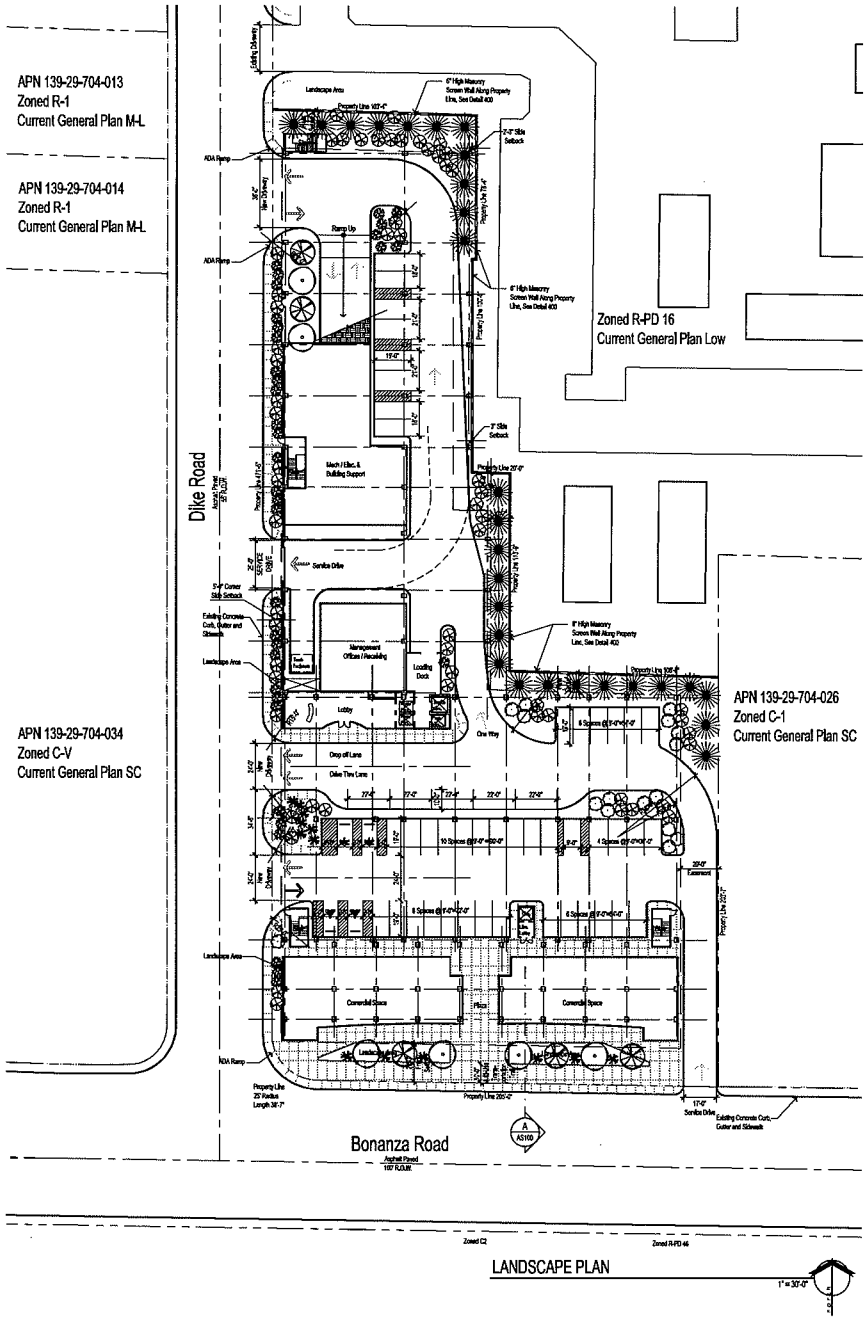
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

ISSUED

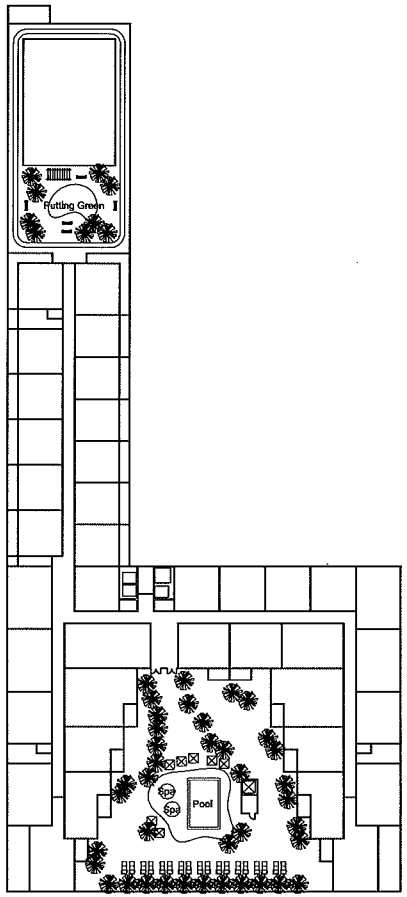
TITLE
SITE PLAN / GROUND FLOOR PLAN

DRAWING NO.
AS100



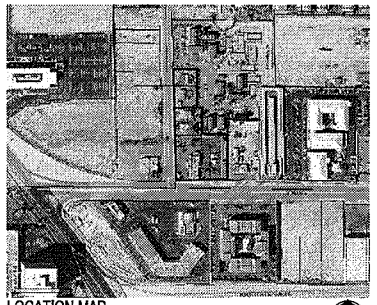
LANDSCAPE PLAN

1" = 30'-0"



LANDSCAPE PLAN
Recreation Deck

1" = 30'-0"



LOCATION MAP

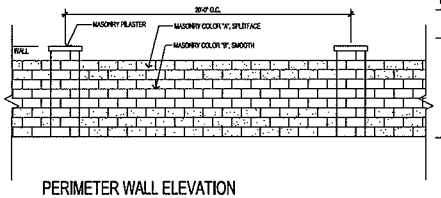
Landscape Legend

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	MONDELL PINE	pinus eldarica	24" Box	28
	WESTERN HONEY MESQUITE	prosopis glandulosa 'torreyana'	24" Box	14
	RAYWOOD ASH	fraxinus oxycarpa	24" Box	16
	CALIFORNIA FAN PALM	washingtonia filifera	24" Box	47
	TEXAS RANGER AND WHITE CLOUD TEXAS RANGER MIX	leucophyllum frutescens and leucophyllum frutescens "white cloud"	10 Gal.	87
	SILK MIMOSA	albizia julibrissin	10 Gal.	71
	DESERT CASSIA	cassia necropolis	10 Gal.	84
	BROMTE SEDGE & DEER GRASS 50-50 MIX	carex buchananii & muhlenbergia rigens	10 Gal.	121

DECORATIVE GRAVEL - 1/2" MINUS SANDSTONE
NO TURF

Landscape Buffers

WEST	5'-0" (Waiver Requested)
NORTH	VARIES, SEE DRAWING (Waiver Requested)
EAST	VARIES, SEE DRAWING (Waiver Requested)
SOUTH	20'-0" INCLUDES MULTI-USE TRANSPORTATION TRAIL



PERIMETER WALL ELEVATION

1/4" = 1'-0"

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1300
F 702.839.9213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 ©BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

ISSUED

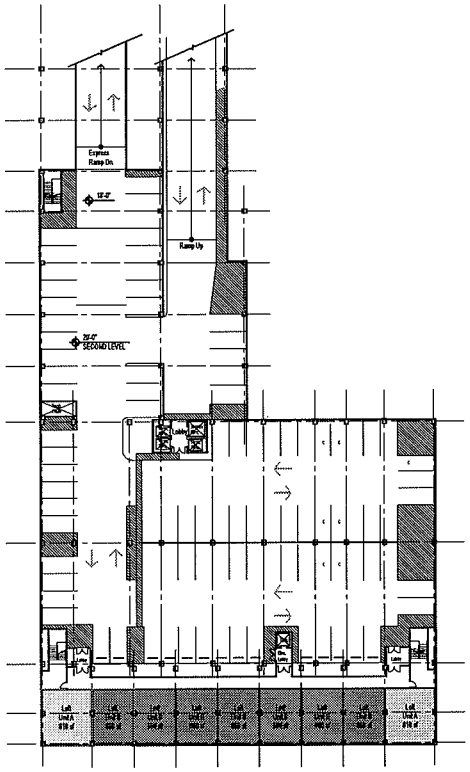
TITLE
LANDSCAPE PLAN

DRAWING NO.

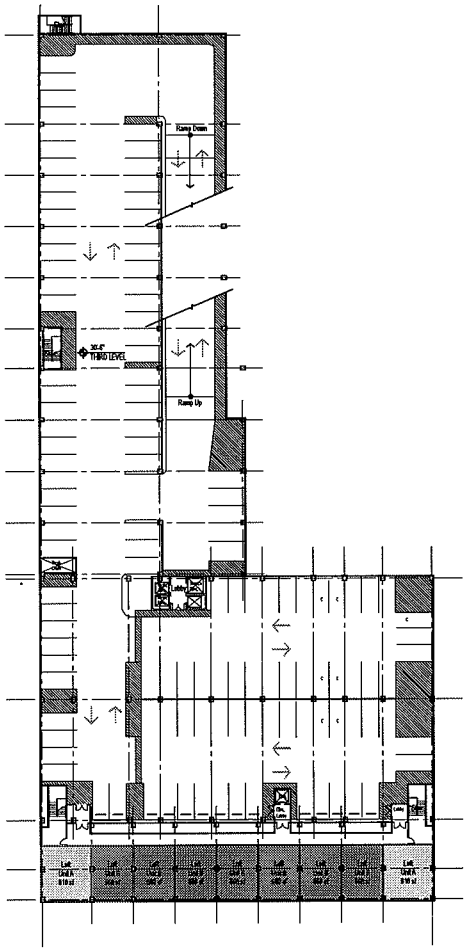
L100

EOT-36361
12-02-09 CC

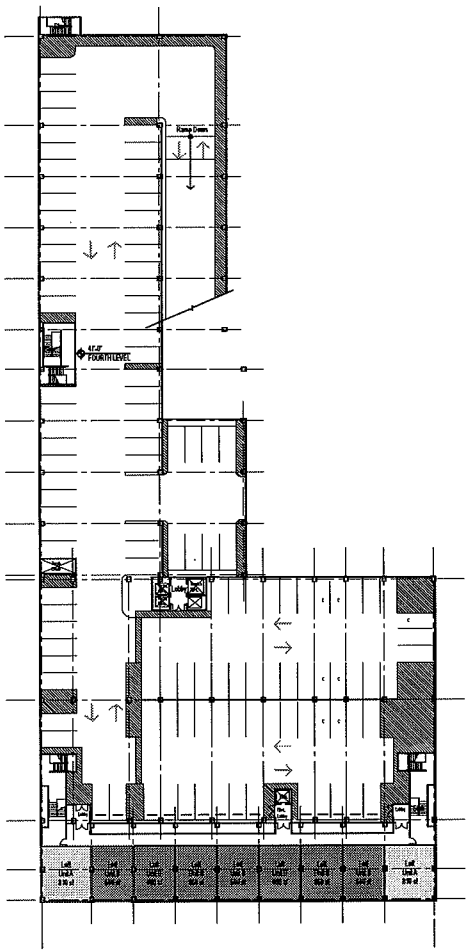
RECEIVED
OCT 12 2009



2. Second Floor 1" = 30'-0"



3. Third Flor 1" = 30'-0"



4. Fourth Floor 1" = 30'-0"

EOT-36361
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT

ENGINEER

NOTES

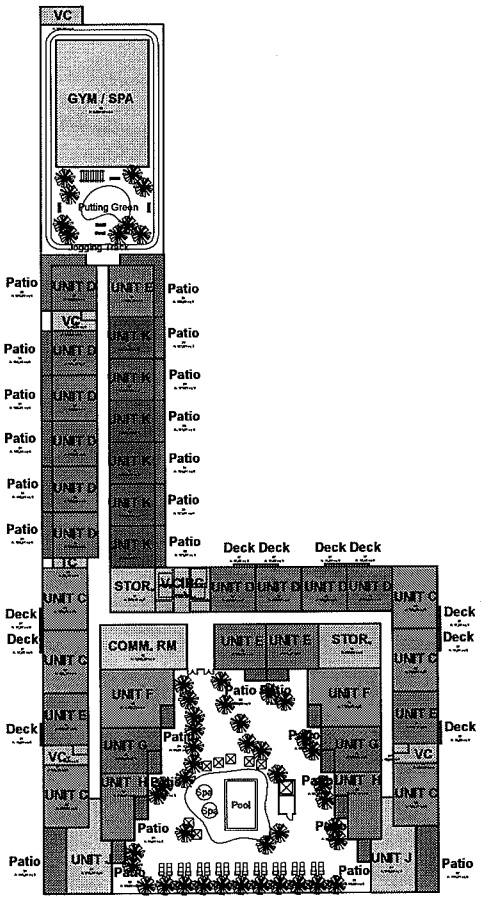
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

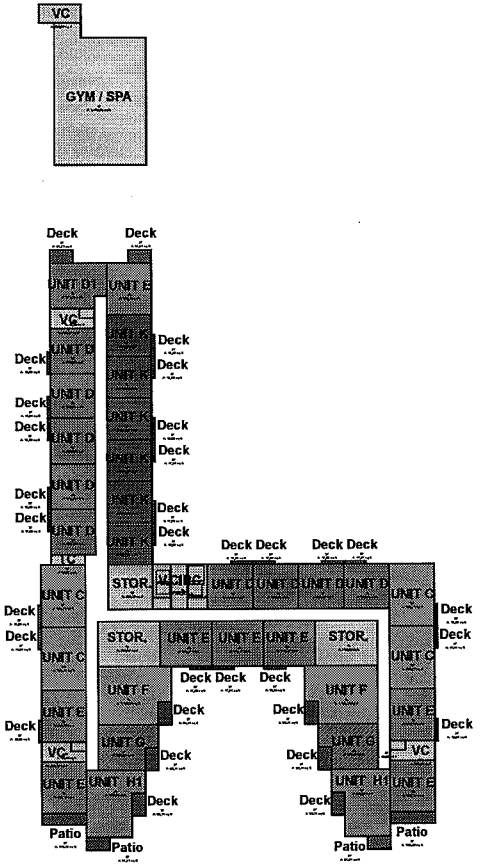
ISSUED

TITLE
SECOND, THIRD AND FOURTH FLOOR PLANS

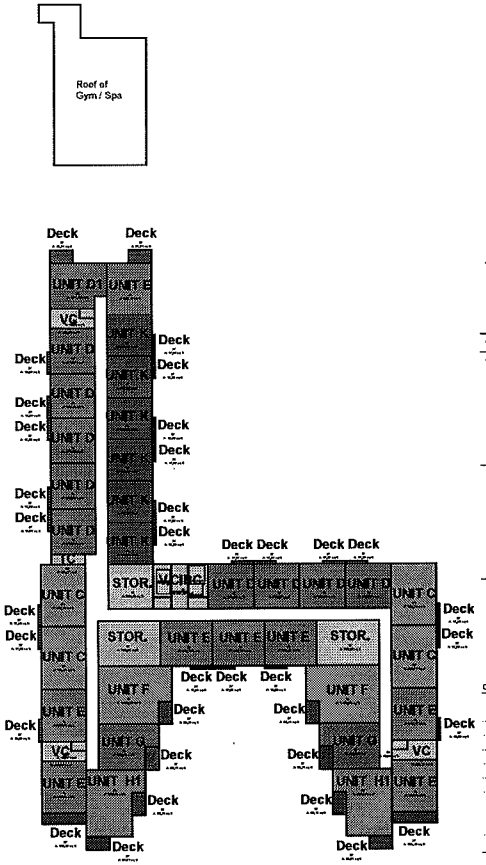
DRAWING NO.
A101



5. Fifth Floor (Rec Deck)



6. Sixth Floor



7. 7 thru 12

EOT-36361
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

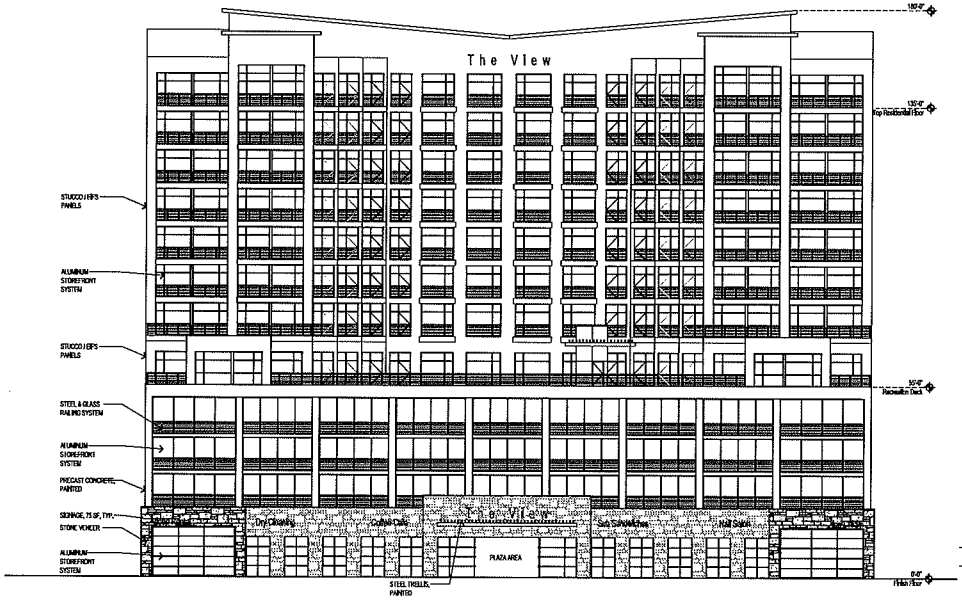
COPYRIGHT 2006 @ BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

ISSUED

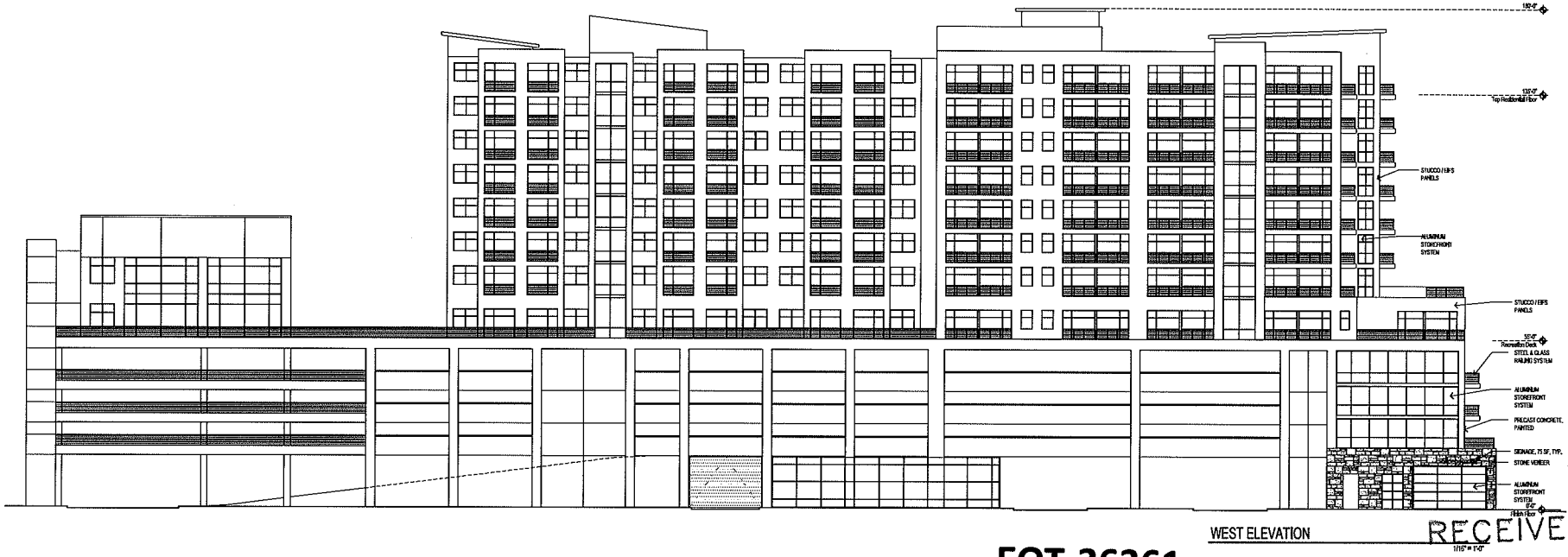
TITLE
FIFTH THRU TWELVTH FLOOR PLANS

DRAWING NO.
A102



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 204
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 ©BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.

A200

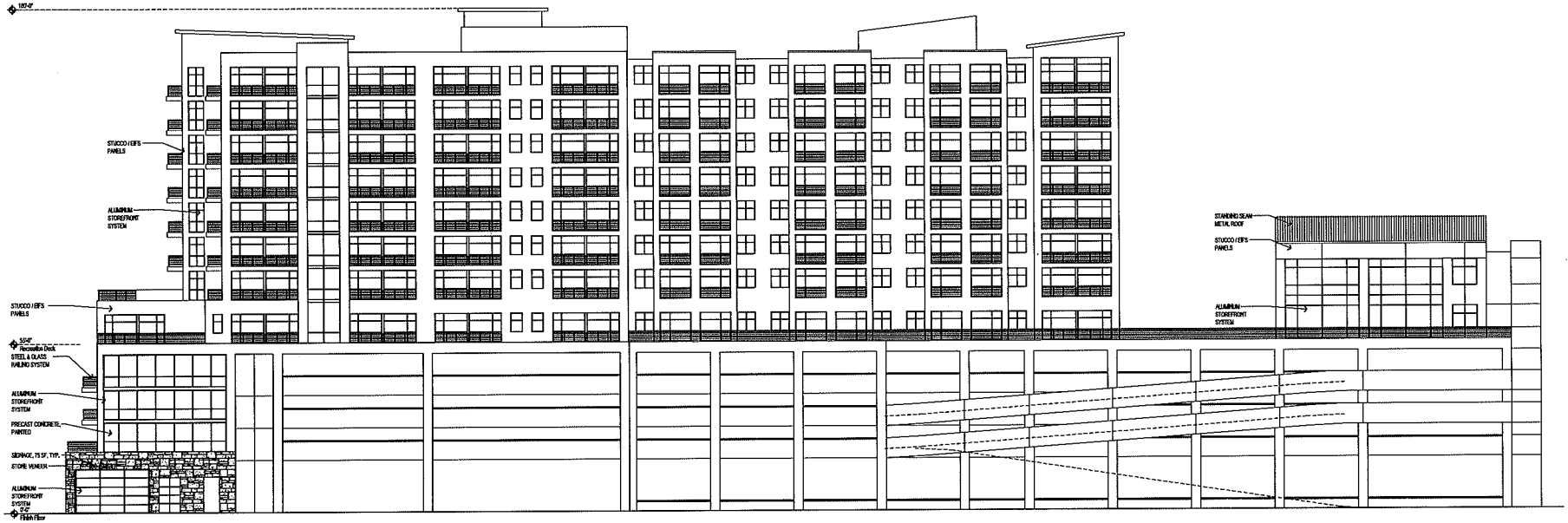
RECEIVED
Planning
OCT 12 2009

EOT-36361
12-02-09 CC



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

The View

Rose Bud Development, LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A201

EOT-36361
12-02-09 CC

RECEIVED
OCT 12 2009

APTUS Architecture

October 10, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-019 thru 139-29-704-025**
Subject: Extension of Time

Dear Sirs:

We respectfully submit this request for an Extension of Time for a mixed use project. This development is located on the northeast corner of Bonanza and Dike Lane.

The applications we are requesting extensions on are as follows:
SDR – 11707
ZON – 6510
SUP – 6504
SUP – 8067
VAR – 6506
VAR – 11712
VAR - 11714

We are requesting an extension of time for two years. The developer is still trying to obtain the financing for the project, but with the current economic situation, funding is scarce.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36361
12-02-09 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 18, 2007

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: EOT-24419 – EXTENSION OF TIME
CITY COUNCIL MEETING OF OCTOBER 17, 2007

Dear Mr. McWhorter:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for an Extension of Time of an approved Special Use Permit (SUP-6504) FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Planning & Development

1. This Special Use Permit (SUP-6504) shall expire on October 5th, 2009 unless another Extension of Time is approved.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-6504) and all other related cases and as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

EOT-36361
12-02-09 CC

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

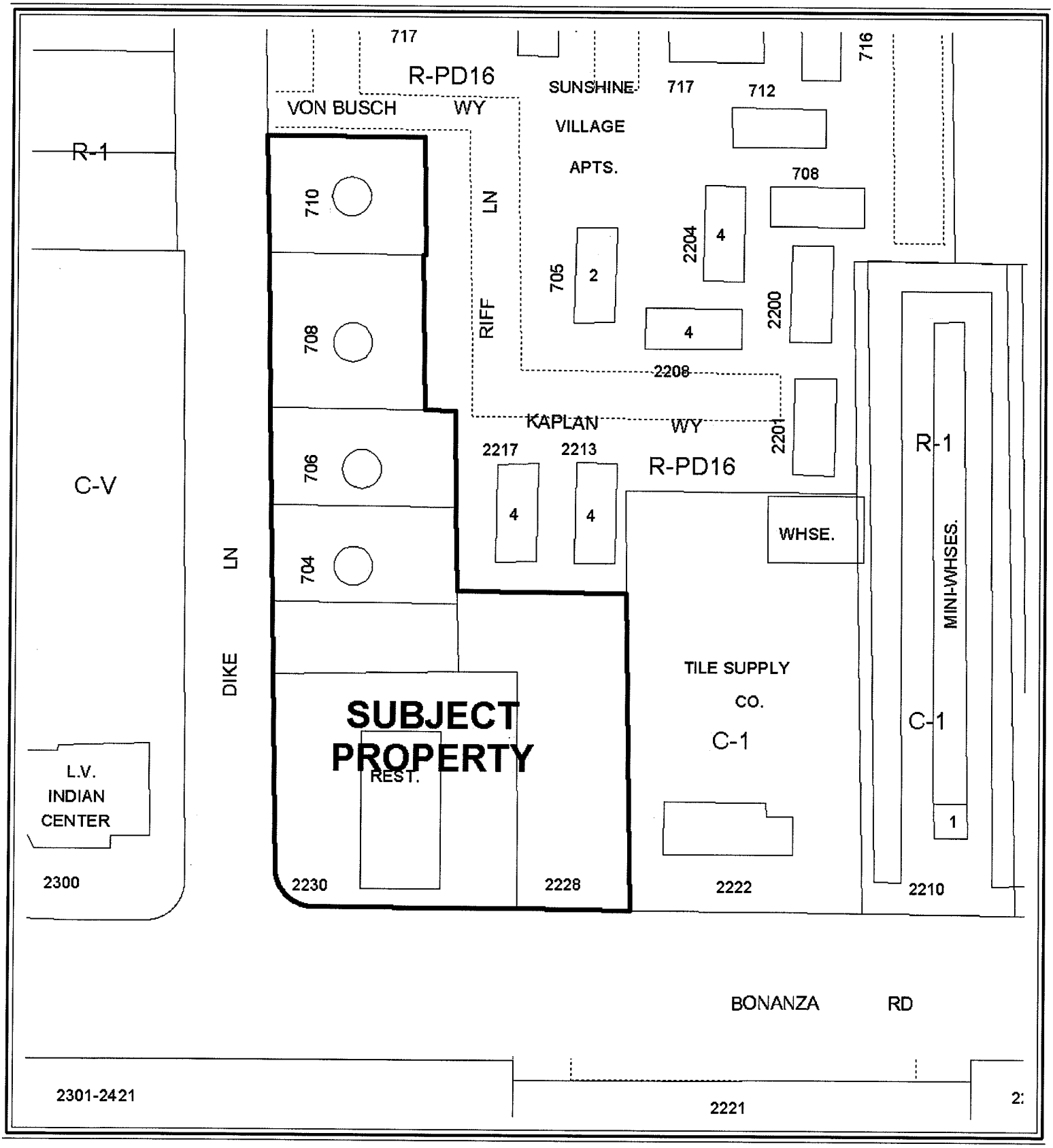
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36362 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BUD HOLDINGS LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-8067) FOR A 350-FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). 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 EOT-24420



0 100 200 Feet

CASE: **EOT-36362**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **EOT-36362**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36362 – EXTENSION OF TIME- SPECIAL USE PERMIT -
APPLICANT/OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-8067) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-8067) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

This Extension of Time is for a previously approved Special Use Permit (SUP-8067) for a 350-foot tall building where 140 feet is the maximum height allowed in the Airport Overlay Zone. The subject site has an existing restaurant and single-family residences located on the parcels. No building permits have been issued for the proposed project. On 04/19/06, the applicant received approval for a Site Development Plan Review (SDR-11707) for a mixed-use development, thereby amending the plans previously approved for the Special Use Permit (SUP-8067) with plans reflecting the current entitlements for a 12-story, 180-foot tall mixed-use building. Title 19.06.080 still requires the Special Use Permit for the project as the structure will exceed the maximum allowable height in the Airport Overlay Zone, but should now reflect the maximum height of the building as 180 feet tall.

Title 19.18.060 requirements have not been met to exercise the entitlement. The applicant is requesting an extension of time to secure financing for the project. Staff is recommending approval of this request with a two-year time limit.

It is noted that there are six (6) related Extension of Times (EOT-36358, EOT-36360, EOT-36361, EOT-37363, EOT-36364, and EOT-36365) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval on 08/25/05.
	The City Council approved a related request for a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development. Planning Commission recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay. The Planning Commission recommended denial.
	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Planning Commission recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units , a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, a 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 percent is the maximum allowed, perimeter buffer landscaping, and residential adjacency height and setback requirements on 1.79 acres adjacent to the northeast corner of Bonanza Road and Dike Lane. The Planning Commission recommended denial.

04/19/06	The City Council approved a request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval on 03/23/06.
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 are and within the proposed Redevelopment Plan expansion area.
11/28/06	Code Enforcement cases (48259 and 48260) were processed for the owner renting the house without electricity, no water, and the house infested with bugs at 706 and 704 Dike Lane. Code Enforcement closed the cases on 12/1/06.
12/07/06	The Planning and Development Department approved a request for an Extension of Time (EOT-17438) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road.
	The City Council approved a related request for an Extension of Time (EOT-24422) of a previously approved Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a

	proposed mixed-use development.

	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.
02/05/08	A Code Enforcement case (62076) was processed for a restaurant not having trash service or bins at 2230 West Bonanza Road. Code Enforcement closed the case on 02/15/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/04/08	The City Council approved a request for an Extension of Time (EOT-27832) of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane.
09/18/08	A Code Enforcement case (69856) was processed for tenant complaints of doorframes broken, missing windows, hot water not properly working, and toilet not working properly at 710 Dike Lane. Code Enforcement closed the case on 10/19/08.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission recommended approval on 03/26/09.
	The City Council approved a related Site Development Plan Review (SDR-33191) for on-site alterations.
05/20/09	A Code Enforcement case (78276) was processed for the air conditioner not working, bathroom sink and tub not draining, and toilet leaking at 704 Dike Lane. Code Enforcement closed the case on 06/20/09.

Related Building Permits/Business Licenses	
12/11/98	A building permit (98024166) was issued for interior remodel of a restaurant at 2230 West Bonanza Road. The permit was finalized on 10/12/99 with a Certificate of Occupancy issued 10/20/99.
07/20/99	A building permit (99014171) was issued for a pole sign at 2230 West Bonanza Road. The permit was finalized on 09/21/99.
06/02/09	A business license (R09-00934) was issued for a Restaurant located at 2230 West Bonanza Road.

Pre-Application Meeting
A pre-application meeting is not required for this type of application, nor was one held.
Neighborhood Meeting
A neighborhood meeting is not required for this type of application, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.88

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial)
	Restaurant	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development-16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development-46 Units per Acre)
	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
East	Express/Delivery Service	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Drug/Alcohol Counseling	MXU (Mixed Use)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y
West Las Vegas Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport 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 second request for an extension of time for a previously approved Special Use Permit (SUP-8067) for a 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone for a proposed mixed-use development located adjacent to the northeast corner of Bonanza Road and Dike Lane. No building permits have been issued for the proposed project.

Title 19.06.080 (H) requires a Special Use Permit for any structure that exceeds an airport overlay zone height restriction. The applicant received approval for a Site Development Plan Review (SDR-11707) on 04/19/06 changing the configuration of the proposed mixed-use building to 12-stories and 180 feet in height. The Special Use Permit (SUP-8067) is still required, as the building will exceed the 140-foot Airport Overlay restriction.

FINDINGS

Title 19.18.060 requirements to exercise the entitlement have not been met. Though the applicant changed the configuration of the building, the Special Use Permit (SUP-8067) is still required as it exceeds the airport overlay zone height restriction of 140 feet (approved building height not to exceed 180 feet tall). The applicant is requesting an extension of time to secure financing. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-8067), Site Development Plan Review (SDR-11707) and all other site related actions shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT

SENATE DISTRICT

NOTICES MAILED

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-36362 APN: 13929704024, 025, 019, 020, 021, 022, 023

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Bud Holdings, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Demetrius McWhorter

Print Name: Demetrius McWhorter

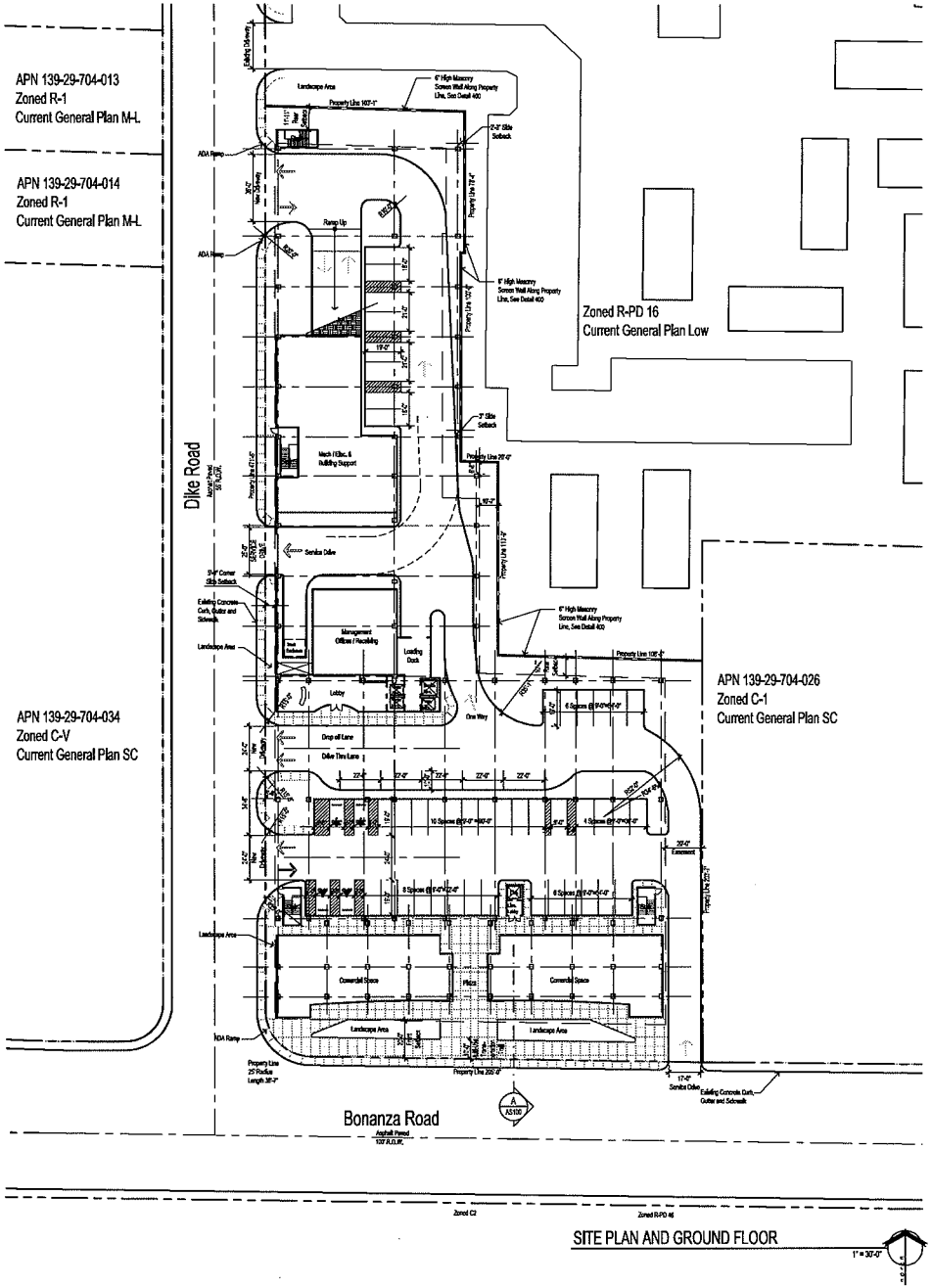
Subscribed and sworn before me

This 12th day of October, 2009

Cindy Lou Ord

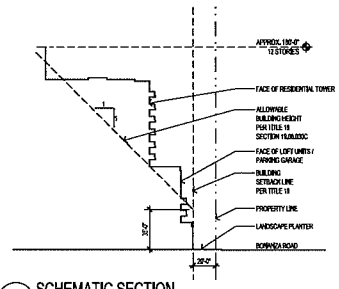
Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012



SITE PLAN AND GROUND FLOOR

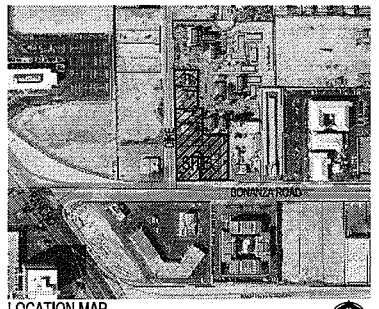
1" = 30'-0"



A SCHEMATIC SECTION

Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested

1" = 50'-0"



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 83.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-8", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-0" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces
PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces
Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (16.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1313
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

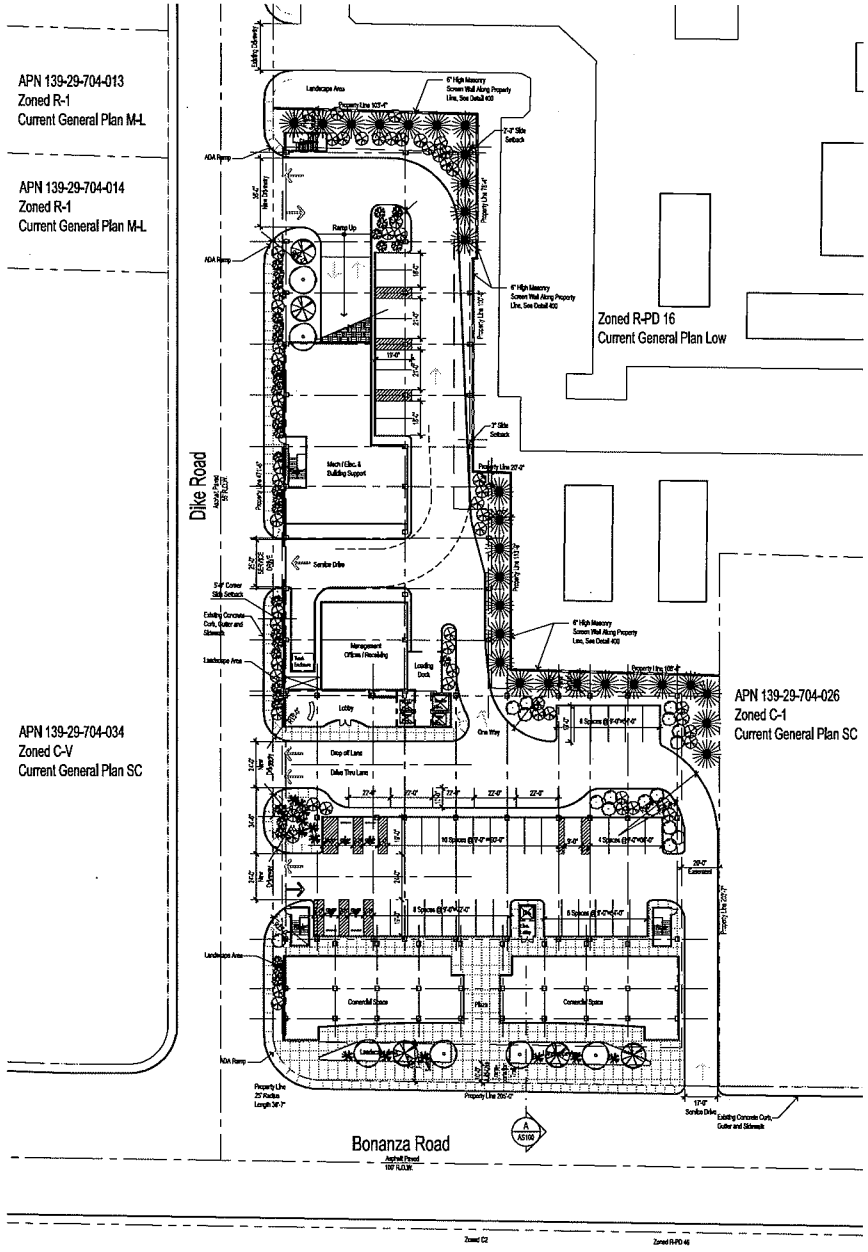
ISSUED

TITLE
SITE PLAN / GROUND FLOOR PLAN

DRAWING NO.
AS100

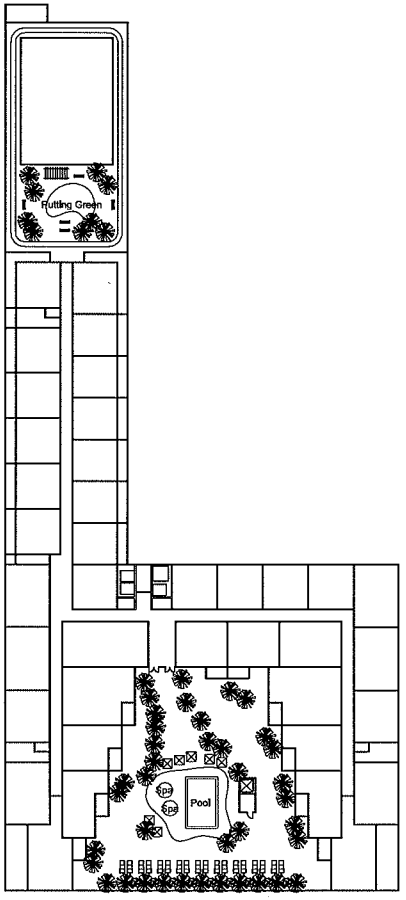
EOT-36362
12-02-09 CC

RECEIVED
OCT 12 2009



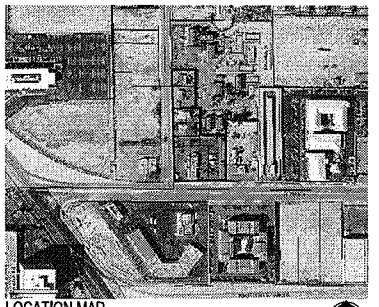
LANDSCAPE PLAN

1" = 30'-0"



LANDSCAPE PLAN
Recreation Deck

1" = 30'-0"



LOCATION MAP

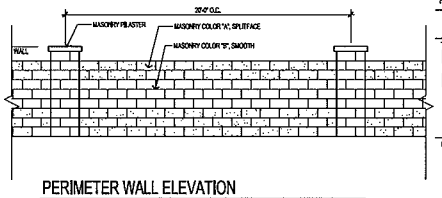
Landscape Legend

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	MONDEL PINE	pinus eldarica	24" Box	78
	WESTERN HONEY MESQUITE	prosopis glandulosa 'torreyana'	24" Box	11
	RAYWOOD ASH	fraxinus oxycarpa	24" Box	16
	CALIFORNIA FAN PALM	washingtonia filifera	24" Box	47
	TEXAS RANGER AND WHITE CLOUD TEXAS RANGER MIX	leucophyllum frutescens and leucophyllum frutescens 'white cloud'	15 Gal.	87
	SILK MIMOSA	albizia julibrissin	15 Gal.	71
	DESERT CASSIA	cassia acrophylla	15 Gal.	64
	BRONZE SEDGE & DEER GRASS 50-50 MIX	carex buchananii & muhlenbergia rigens	15 Gal.	121

DECORATIVE GRAVEL - 1/2" MINUS SANDSTONE
NO TURF

Landscape Buffers

WEST	5'-0" (Waiver Requested)
NORTH	VARIES, SEE DRAWING (Waiver Requested)
EAST	VARIES, SEE DRAWING (Waiver Requested)
SOUTH	20'-0" INCLUDES MULTI-USE TRANSPORTATION TRAIL



PERIMETER WALL ELEVATION

The View
Rose Blvd Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

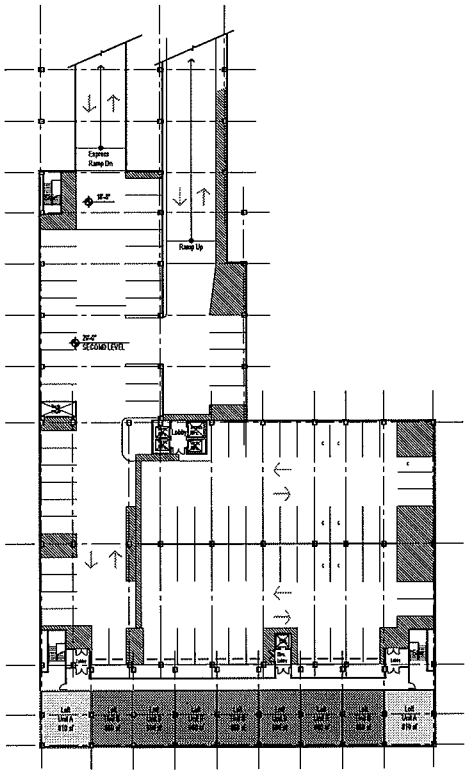
NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

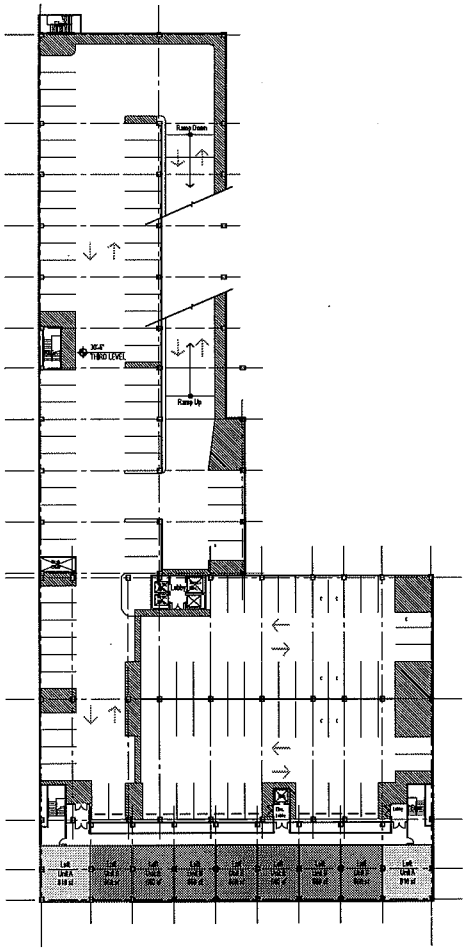
TITLE
LANDSCAPE PLAN

DRAWING NO.
L100

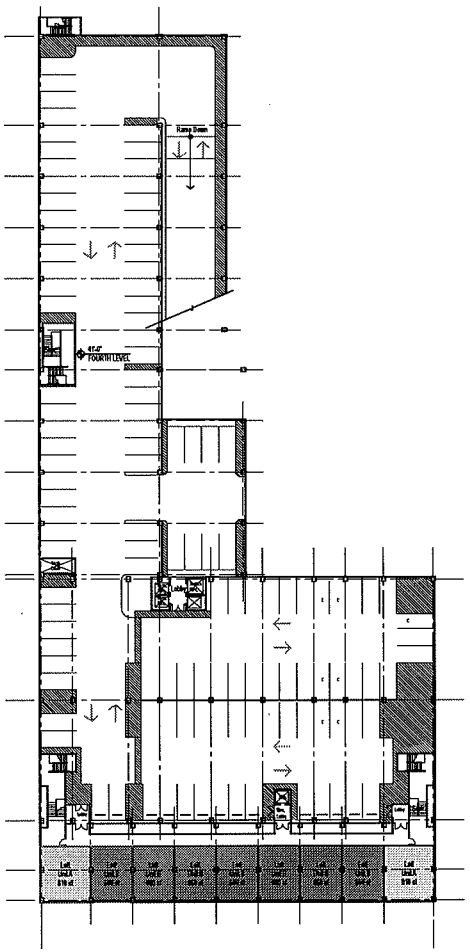
RECEIVED
OCT 12 2009
EOT-36362
12-02-09 CC



2. Second Floor 1" = 30'-0"



3. Third Flor 1" = 30'-0"



4. Fourth Floor 1" = 30'-0"

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
8200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

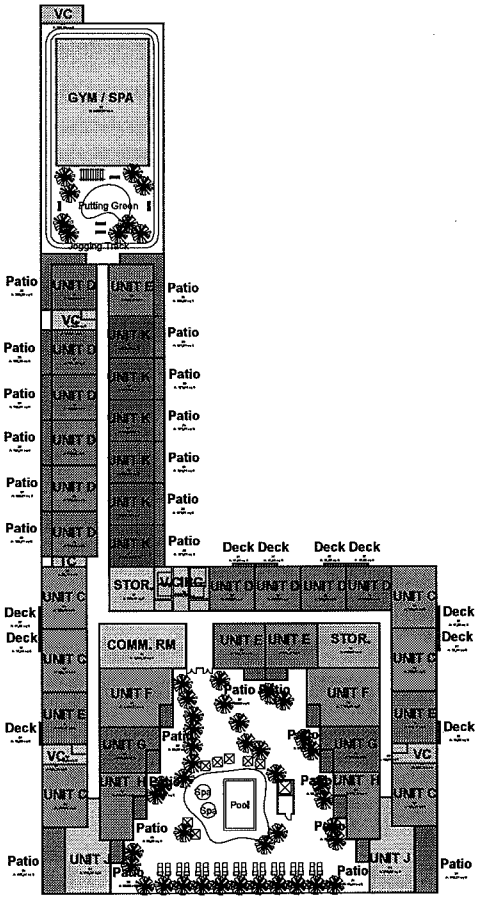
ISSUED

TITLE
SECOND, THIRD AND FOURTH FLOOR PLANS

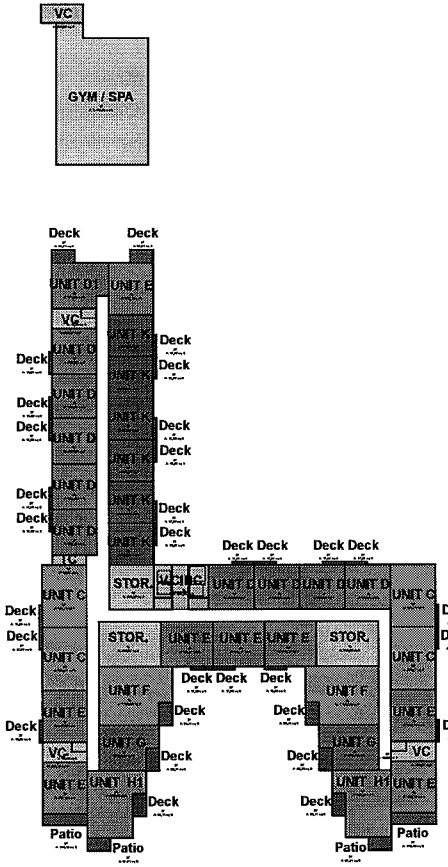
DRAWING NO.
A101

EOT-36362
12-02-09 CC

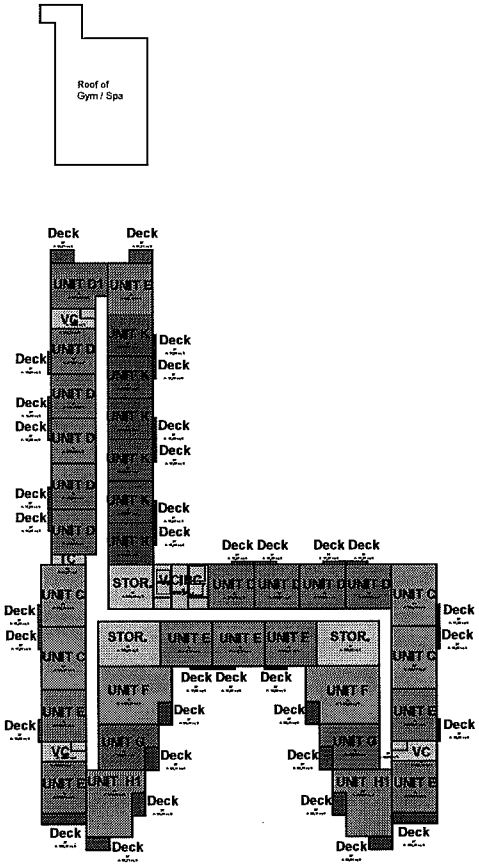
RECEIVED
OCT 12 2009



5. Fifth Floor (Rec Deck) 1" = 30'-0"



6. Sixth Floor 1" = 30'-0"



7. 7 thru 12 1" = 30'-0"

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
3200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.3200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

ISSUED

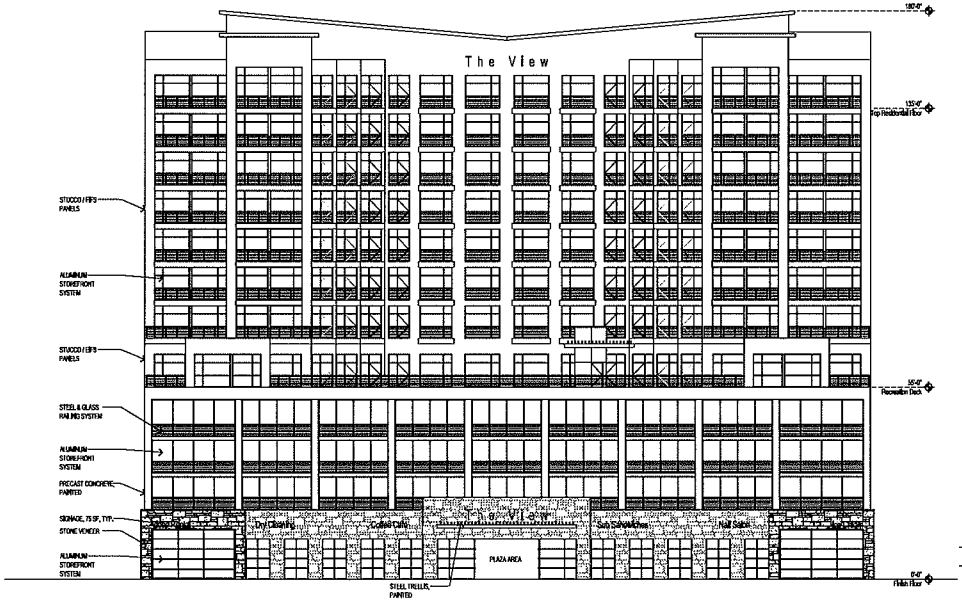
TITLE

FIFTH THRU TWELVTH FLOOR PLANS

DRAWING NO. A102

EOT-36362
12-02-09 CC

RECEIVED
OCT 12 2009



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 306
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

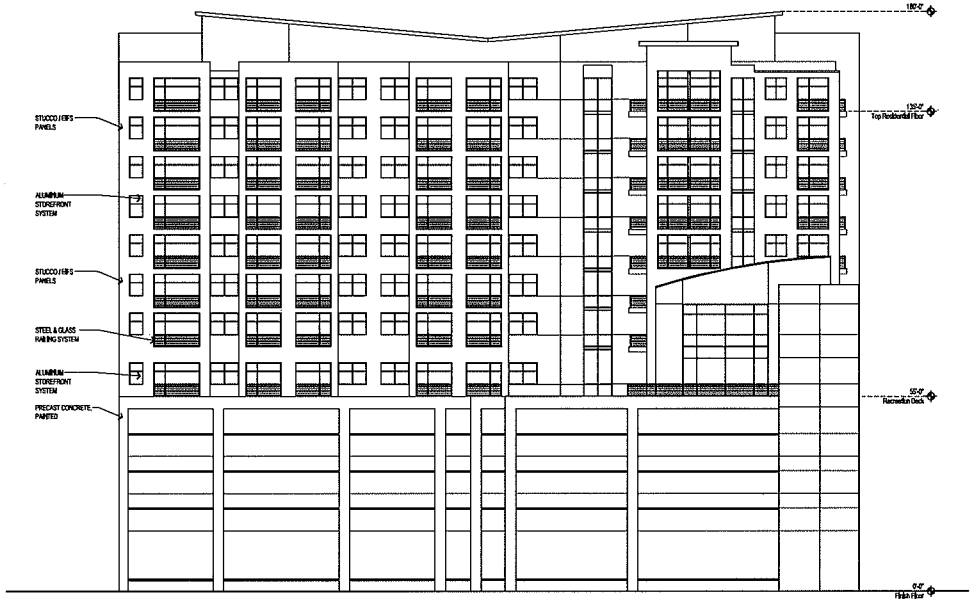
ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A200

RECEIVED
OCT 12 2009

EOT-36362
12-02-09 CC



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.

A201

RECEIVED
OCT 12 2009

EOT-36362
12-02-09 CC

APTUS Architecture

October 10, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-019 thru 139-29-704-025**
Subject: Extension of Time

Dear Sirs:

We respectfully submit this request for an Extension of Time for a mixed use project. This development is located on the northeast corner of Bonanza and Dike Lane.

The applications we are requesting extensions on are as follows:
SDR – 11707
ZON – 6510
SUP – 6504
SUP – 8067
VAR – 6506
VAR – 11712
VAR - 11714

We are requesting an extension of time for two years. The developer is still trying to obtain the financing for the project, but with the current economic situation, funding is scarce.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36362
12-02-09 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 18, 2007

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: EOT-24420 – EXTENSION OF TIME
CITY COUNCIL MEETING OF OCTOBER 17, 2007

Dear Mr. McWhorter:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for an Extension of Time of an approved Special Use Permit (SUP-8067) FOR A 350 FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Planning & Development

1. This Special Use Permit (SUP-8067) shall expire on October 5th, 2009 unless another Extension of Time is approved.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-8067) and all other related cases and as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

EOT-36362
12-02-09 CC

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-36358 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: BUD HOLDINGS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) FOR A PROPOSED 12-STORY MIXED USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS TO ALLOW A 10-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

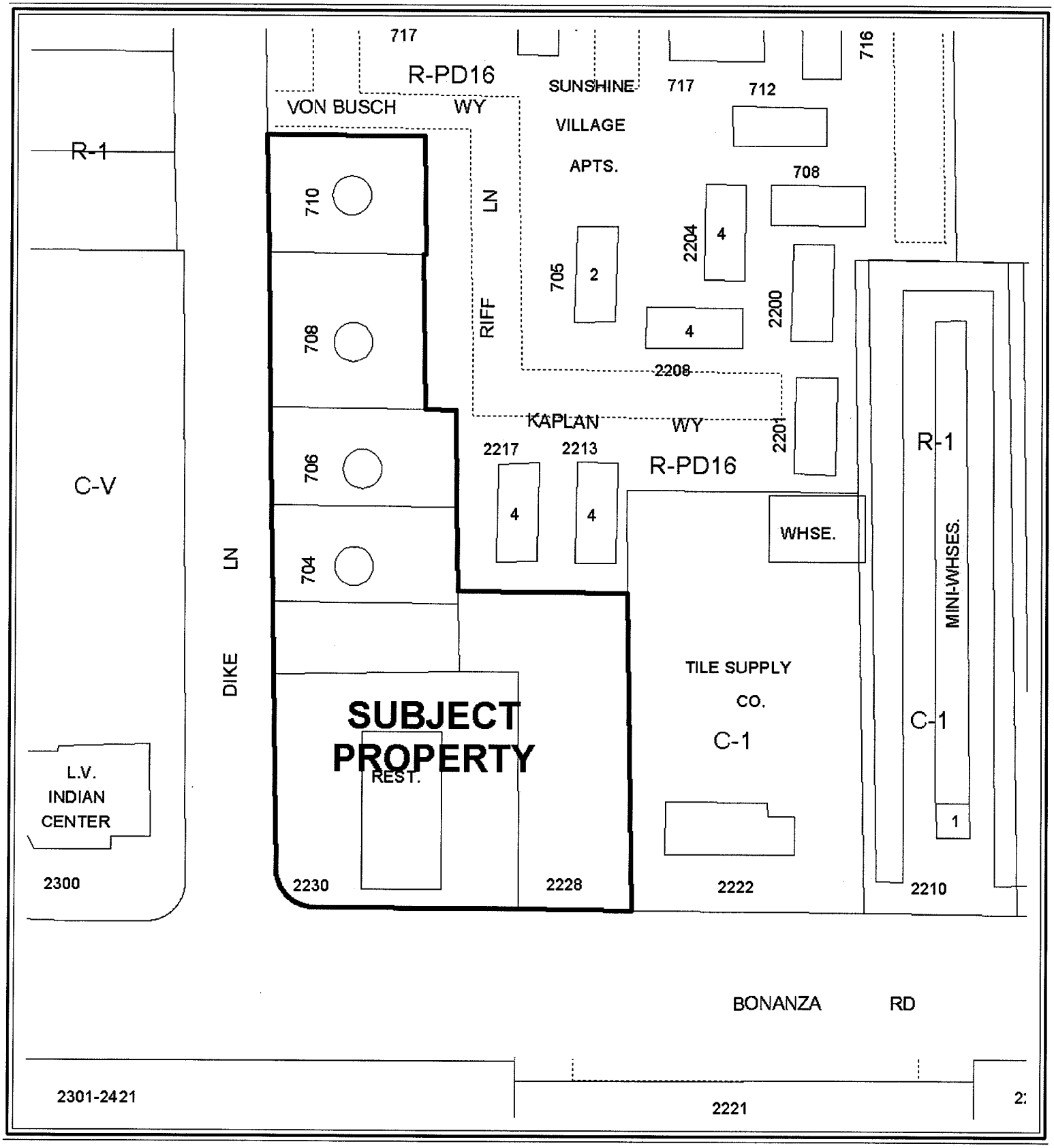
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-11707



0 100 200 Feet

CASE: **EOT-36358**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36358**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36358 – EXTENSION OF TIME- SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-11707) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-11707) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, 180-foot tall mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a 10-foot residential adjacency setback where 540 feet is the minimum setback required. An existing restaurant and single-family dwellings are currently located on the subject parcels. Since the approval of the Site Development Plan Review (SDR-11707) and related applications, the applicant received approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within the existing restaurant. No plans have been submitted for plan check nor have building permits been issued for the mixed-use project.

The Site Development Plan Review (SDR-11707) has not met Title 19.18.050 to exercise the entitlement, as a building permit for the principal structure on site has not yet been issued. The applicant is requesting an extension of time to secure financing for the project. Staff is recommending approval with a two-year time limit.

It is noted that there are six (6) related Extension of Times (EOT-36360, EOT-36361, EOT-36362, EOT-37363, EOT-36364, and EOT-36365) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval on 08/25/05.
	The City Council approved a related request for a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development. Planning Commission recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay. The Planning Commission recommended denial.
	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Planning Commission recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units , a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, a 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 percent is the maximum allowed, perimeter buffer landscaping , and residential adjacency height and setback requirements on 1.79 acres adjacent to the northeast corner of Bonanza Road and Dike Lane. The Planning Commission recommended denial.
04/19/06	The City Council approved a request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
	The City Council approved a related request for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval on 03/23/06.
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 are and within the proposed Redevelopment Plan expansion area.
11/28/06	Code Enforcement cases (48259 and 48260) were processed for the owner renting the house without electricity, no water, and the house infested with bugs at 706 and 704 Dike Lane. Code Enforcement closed the cases on 12/1/06.
12/07/06	The Planning and Development Department approved a request for an Extension of Time (EOT-17438) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road.
	The City Council approved a related request for an Extension of Time (EOT-24422) of a previously approved Variance (VAR-6506) to allow a zero-foot step back ratio where a 1:1 ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development.

	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) for a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.
02/05/08	A Code Enforcement case (62076) was processed for a restaurant not having trash service or bins at 2230 West Bonanza Road. Code Enforcement closed the case on 02/15/08.
06/04/08	The City Council approved a request for an Extension of Time (EOT-27832) of a previously approved variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side yard setback where 10 feet is the minimum setback required, to allow a five-foot corner yard setback where 15 feet is the minimum setback required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane.
09/18/08	A Code Enforcement case (69856) was processed for tenant complaints of doorframes broken, missing windows, hot water not properly working, and toilet not working properly at 710 Dike Lane. Code Enforcement closed the case on 10/19/08.
05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission recommended approval on 03/26/09.
	The City Council approved a related Site Development Plan Review (SDR-33191) for on-site alterations.
05/20/09	A Code Enforcement case (78276) was processed for the air conditioner not working, bathroom sink and tub not draining, and toilet leaking at 704 Dike Lane. Code Enforcement closed the case on 06/20/09.
Related Building Permits/Business Licenses	
12/11/98	A building permit (98024166) was issued for interior remodel of a restaurant at 2230 West Bonanza Road. The permit was finalized on 10/12/99 with a Certificate of Occupancy issued 10/20/99.

Related Building Permits/Business Licenses	
07/20/99	A building permit (99014171) was issued for a pole sign at 2230 West Bonanza Road. The permit was finalized on 09/21/99.
06/02/09	A business license (R09-00934) was issued for a Restaurant located at 2230 West Bonanza Road.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	1.88

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial)
	Restaurant	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-PD16 (Residential Planned Development-16 Units per Acre)
South	Condominiums	MXU (Mixed Use)	R-PD46 (Residential Planned Development-46 Units per Acre)
	Shopping Center	MXU (Mixed Use)	C-2 (General Commercial)
East	Express/Delivery Service	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Drug/Alcohol Counseling	MXU (Mixed Use)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y
West Las Vegas Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport 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 second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story, 180-foot tall mixed use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required. No plans have been submitted for plan check nor have building permits been issued for the proposed project. The applicant did receive approval for a Special Use Permit (SUP-33189) and Site Development Plan Review (SDR-33191) for a Supper Club within an existing restaurant on the subject site.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-11707) has not met the requirements outlined in Title 19.18.050, since no permits have been issued for the proposed project. No new development or changes in land use have occurred in the surrounding area, nor is there any recent Code Enforcement violations cited for the subject property. The applicant is requesting an extension of time to secure financing for the project. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-11707) and all site related actions 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-36358** APN: 13929704024, 025, 019, 020, 021, 022, 023

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Bud Holdings, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Demetrius McWhorter

Print Name: Demetrius McWhorter

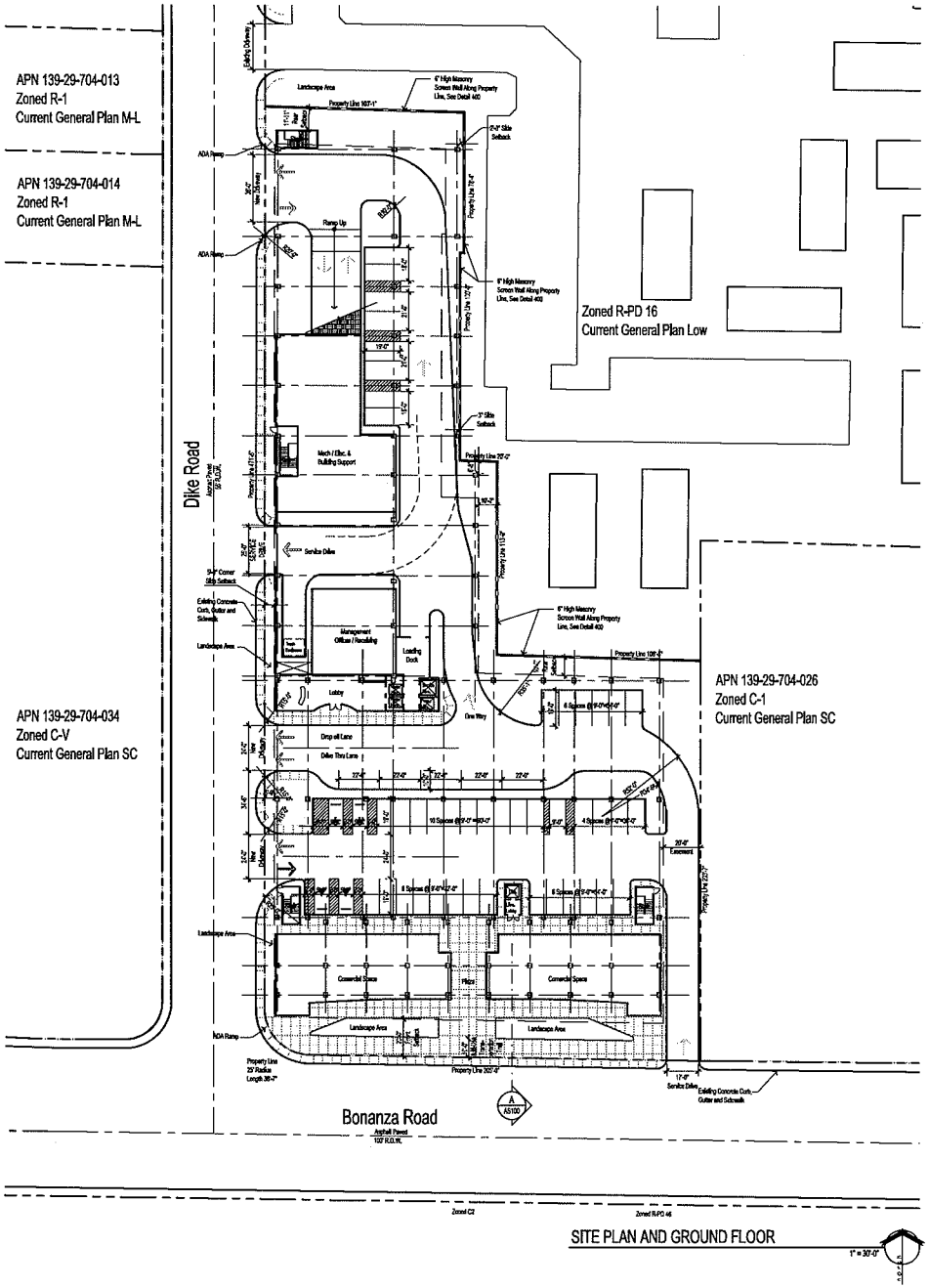
Subscribed and sworn before me

This 12th day of October, 2009

Cindy Lou Ord

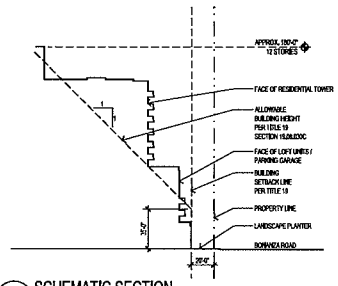
Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012



SITE PLAN AND GROUND FLOOR

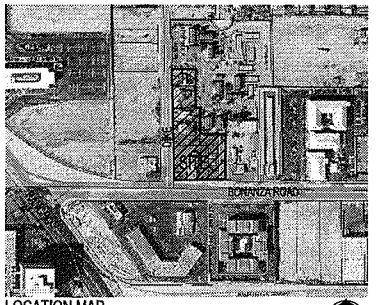
1" = 30'-0"



A SCHEMATIC SECTION

Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested

1" = 50'-0"



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 63.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-8", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-0" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces
PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces
Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (16.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure

EOT-36358
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

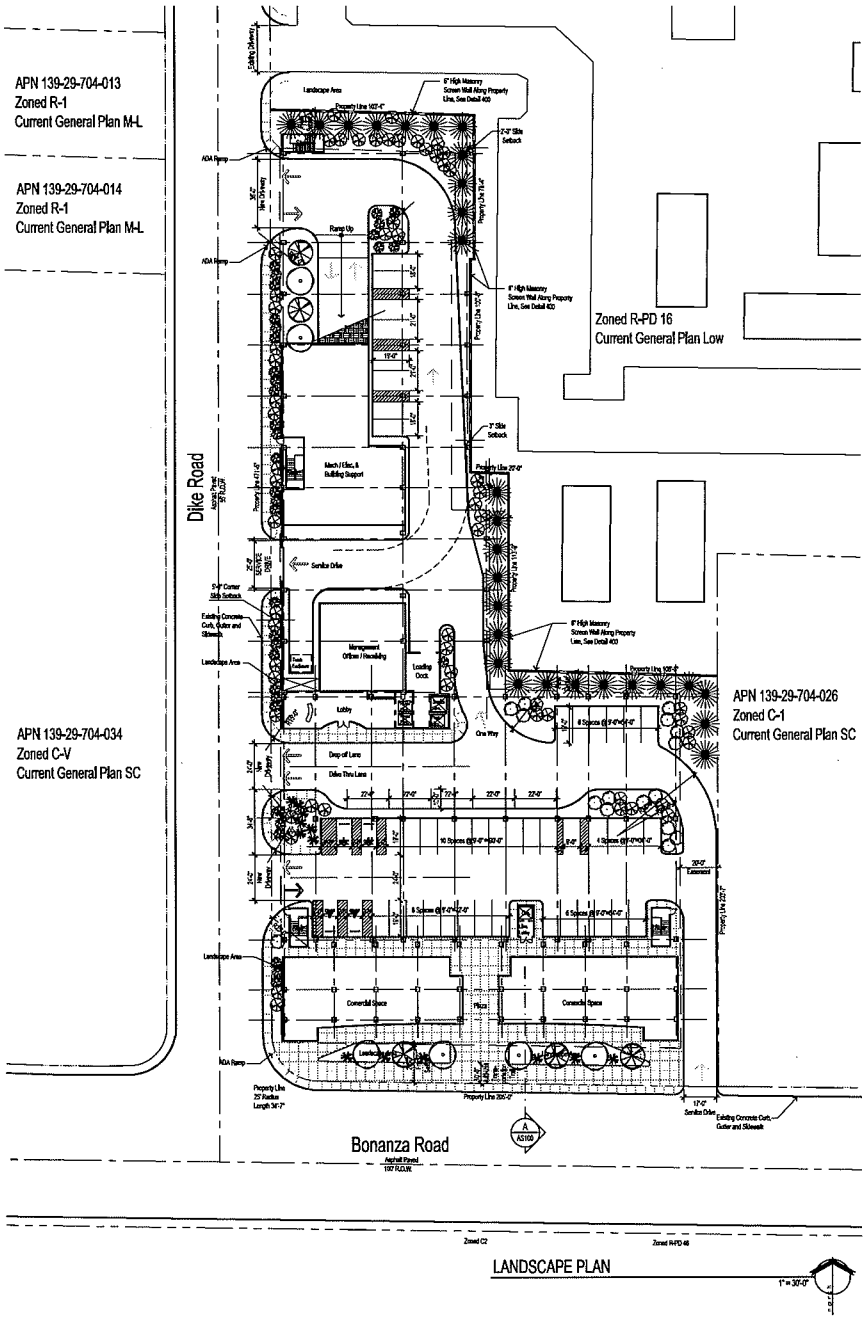
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

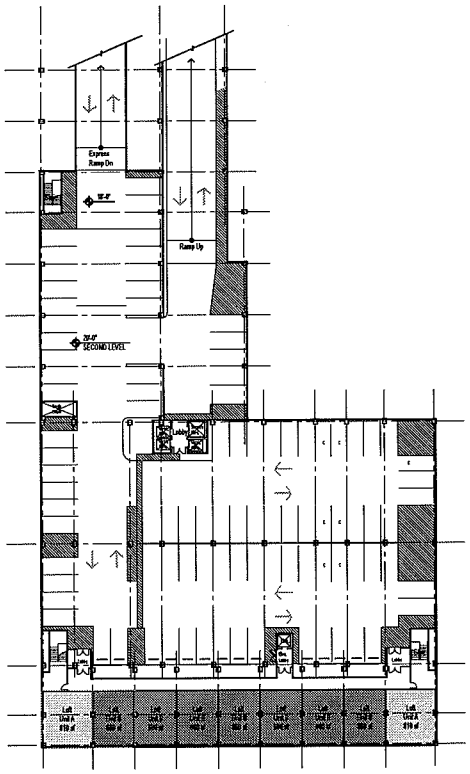
NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

ISSUED

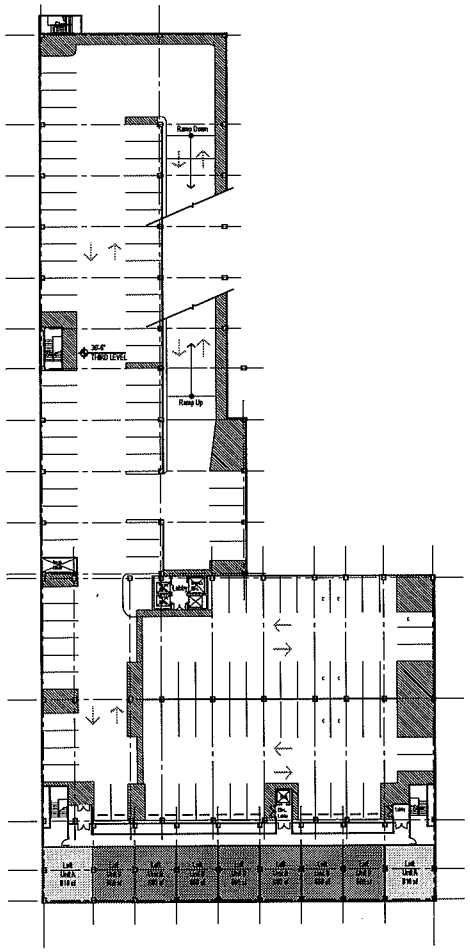
TITLE
SITE PLAN / GROUND FLOOR PLAN

DRAWING NO.
AS100

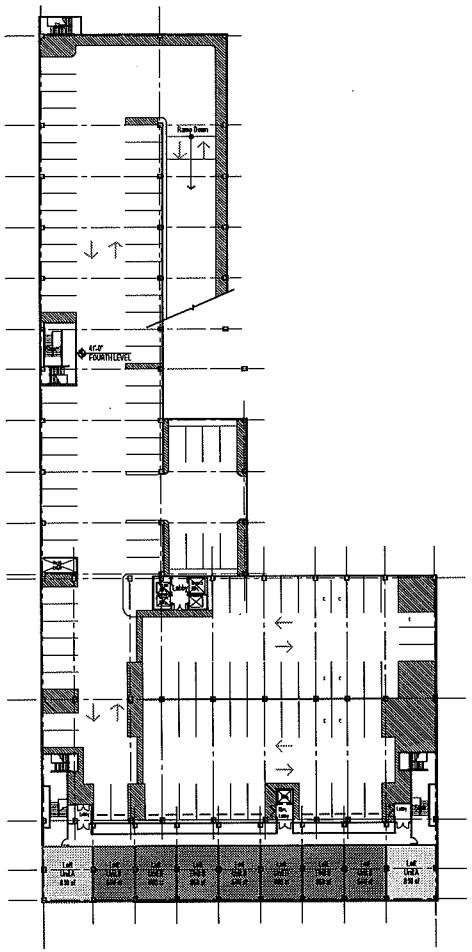

APN 139-29-704-013
Zoned R-1
Current General Plan M-L
APN 139-29-704-014
Zoned R-1
Current General Plan M-L
APN 139-29-704-034
Zoned C-V
Current General Plan SC
Zoned R-PD 16
Current General Plan Low
APN 139-29-704-026
Zoned C-1
Current General Plan SC
Dike Road
Bonanza Road
Landscape Area
6' High Masonry Screen Wall Along Property Line, See Detail 4/20
7' Site Setback
ADA Ramp
Ramp Up
Mech / Elec. & Building Support
Service Drive
Management Offices / Recruiting
Loading Dock
Lobby
One Way
Drop off Lane
Drive Thru Lane
Conceptual Space
Plaza
Property Line 317.40'
Property Line 317.74'
Property Line 331.00'
Property Line 330.00'
Property Line 330.47'
Property Line 330.00'
Property Line 331.00'
Property Line 331.00'
Property Line 331



2. Second Floor 1" = 30'-0"



3. Third Flor 1" = 30'-0"



4. Fourth Floor 1" = 30'-0"

EOT-36358
12-02-09 CC

RECEIVED
OCT 12 2009

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 204
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT

ENGINEER

NOTES

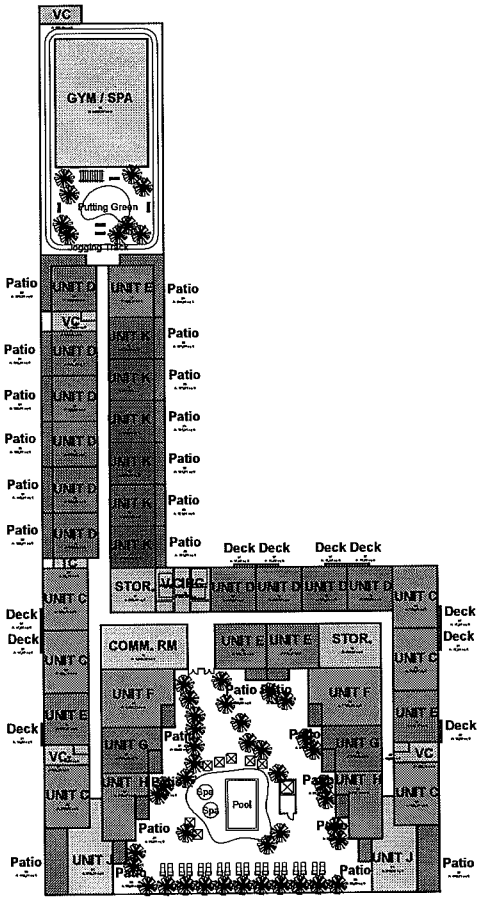
COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.06

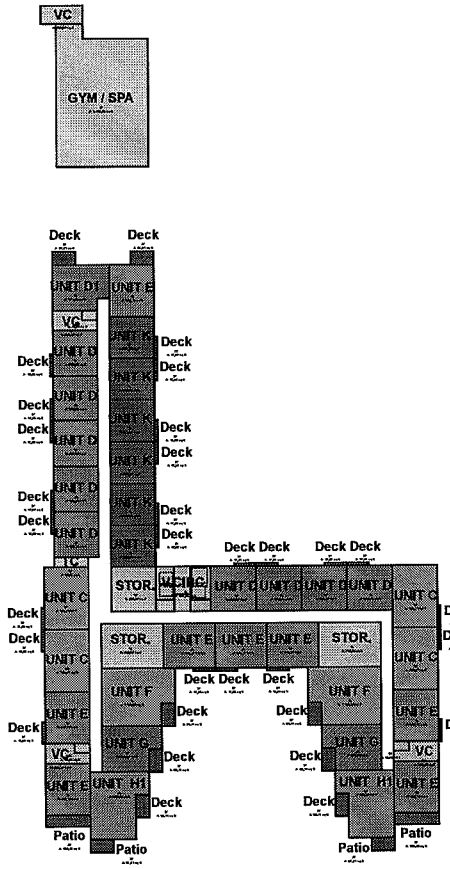
ISSUED

TITLE
SECOND, THIRD AND FOURTH FLOOR PLANS

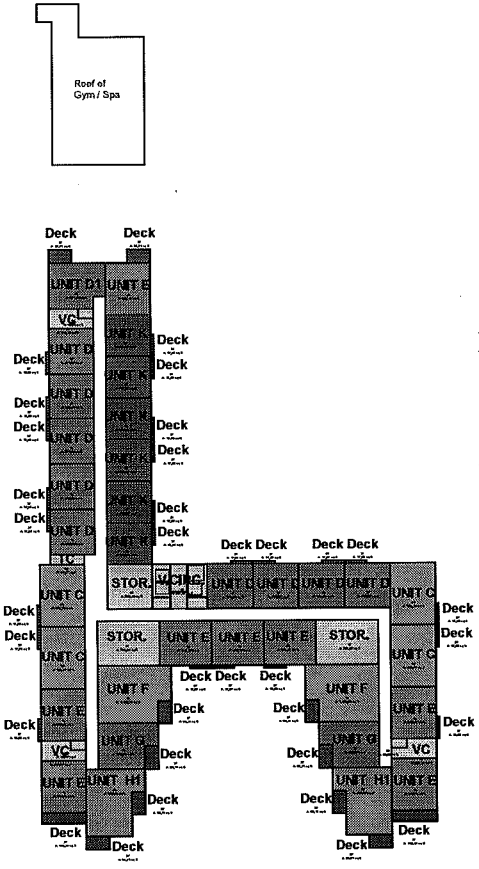
DRAWING NO.
A101



5. Fifth Floor (Rec Deck) 1" = 30'-0"



6. Sixth Floor 1" = 30'-0"



7. 7 thru 12 1" = 30'-0"

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 204
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas Site Development Review	2.6.09

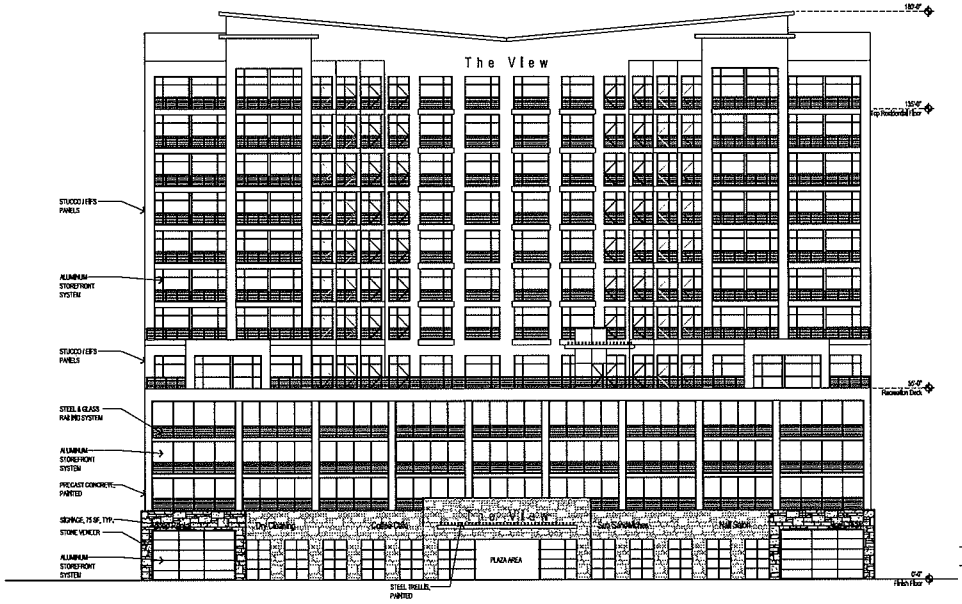
ISSUED

TITLE
FIFTH THRU TWELVTH FLOOR PLANS

DRAWING NO.
A102

RECEIVED
OCT 12 2009

EOT-36358
12-02-09 CC



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1700 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A200

EOT-36358
12-02-09 CC

RECEIVED
OCT 12 2009



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

The View

Rose Bud Development LLC

2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1700 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.829.1200
F 702.829.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

COPYRIGHT 2006 © BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.06

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.

A201

EOT-36358
12-02-09 CC

RECEIVED
OCT 12 2009

APTUSArchitecture

October 10, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-019 thru 139-29-704-025**
Subject: Extension of Time

Dear Sirs:

We respectfully submit this request for an Extension of Time for a mixed use project. This development is located on the northeast corner of Bonanza and Dike Lane.

The applications we are requesting extensions on are as follows:
SDR – 11707
ZON – 6510
SUP – 6504
SUP – 8067
VAR – 6506
VAR – 11712
VAR - 11714

We are requesting an extension of time for two years. The developer is still trying to obtain the financing for the project, but with the current economic situation, funding is scarce.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36358
12-02-09 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

April 21, 2006

Mr. Demetrius McWhorter
Big Mama's Rib Shack
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: SDR-11707 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO VAR-11712 AND VAR-11714

Dear Mr. McWhorter:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 12-STORY MIXED-USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE, WITH WAIVERS TO ALLOW A REDUCTION OF PERIMETER LANDSCAPE REQUIREMENTS, AND TO ALLOW A TEN-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. Related Variances (VAR-11712 and 11714) approved by the City Council.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

3. All development shall be in conformance with the site plan date stamped 03/06/06, and building elevations and landscape plans date stamped 02/07/06, except as amended by conditions herein.

4. Approval of this request shall expunge all previous related approvals for mixed-use development on the site.

5. Waivers from Perimeter Landscaping and Residential Adjacency Standards are hereby approved to allow a reduction of perimeter buffering along the east and west property lines, to allow 39 perimeter trees where 57 are required, and a 2.3-foot Residential Adjacency setback, where 580 feet is required.

EOT-36358
12-02-09 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

6. The site plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for building permit, to reflect an eight-foot screen wall along the north and east property lines.

7. The conceptual landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect a Pedestrian Path along Bonanza Road as required by the Transportation Trails Element of the City of Las Vegas 2020 Master Plan. The path should consist of a five-foot path in the right-of-way, and a five-foot landscaped transition strip on the subject site. The property owner will be responsible for the maintenance of the trail.

8. Additional review of the proposed signage will be required when a more detailed signage plan is available for the site. All signage must comply with Title 19.14 of the Las Vegas Municipal Code.

9. A permanent underground sprinkler system shall be installed in all landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. The landscape plan shall include irrigation specifications.

11. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

12. The elevations shall be approved by Planning and Development Department staff, prior to the time application is made for a building permit, to ensure that the proposed color palette is in conformance with the Commercial Development Standards outlined in Title 19.08. Buildings shall be finished in earth tone or neutral colors indigenous to the Las Vegas Valley and its surrounds. Black, white and bright colors are not acceptable except as trim or accent colors on architectural details. Fluorescent colors are prohibited.

13. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance of 22% (as defined by the National Institute of Standards and Technology).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

EOT-36358
12-02-09 CC

16. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize downward-directed lights. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

17. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

20. Coordinate with the City Surveyor to determine the appropriate mapping method for this site prior to the issuance of any permits or the submittal of a Map subdividing this site; comply with the recommendations of the City Surveyor. Grant a traffic signal chord easement on the northeast corner of Dike Lane and Bonanza Road.

21. Construct all incomplete half-street improvements on Dike Lane adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Also, remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

22. Clarify the 20-foot wide easement shown on the east edge of this site plan; to whom is it granted and for what purpose. If it is existing, show book and page of the instrument which granted it.

23. Landscape and maintain all unimproved rights-of-way, if any, on Bonanza Road and Dike Lane adjacent to this site.

24. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Bonanza Road and Dike Lane public rights-of-way adjacent to this site prior to occupancy of this site.

EOT-36358
12-02-09 CC

25. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Bonanza Road public right of way adjacent to this site prior to the issuance of any permits.

26. Coordinate with the Collection Systems Planning Section of the Department of Public Works to determine offsite relief sewer requirements in Bonanza Road necessary to meet the demands of this development. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

27. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

28. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be

contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

29. Site development to comply with all applicable conditions of approval for ZON-6510 and all other applicable site-related actions.

30. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

Mr. Demetrius McWhorter
9054 Barium Rock Avenue
Las Vegas, Nevada 89143

Mr. Demetrius McWhorter
Mr. Jeff Jordan
Rosebud Development
710 Dike Lane
Las Vegas, Nevada 89016

EOT-36358
12-02-09 CC

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

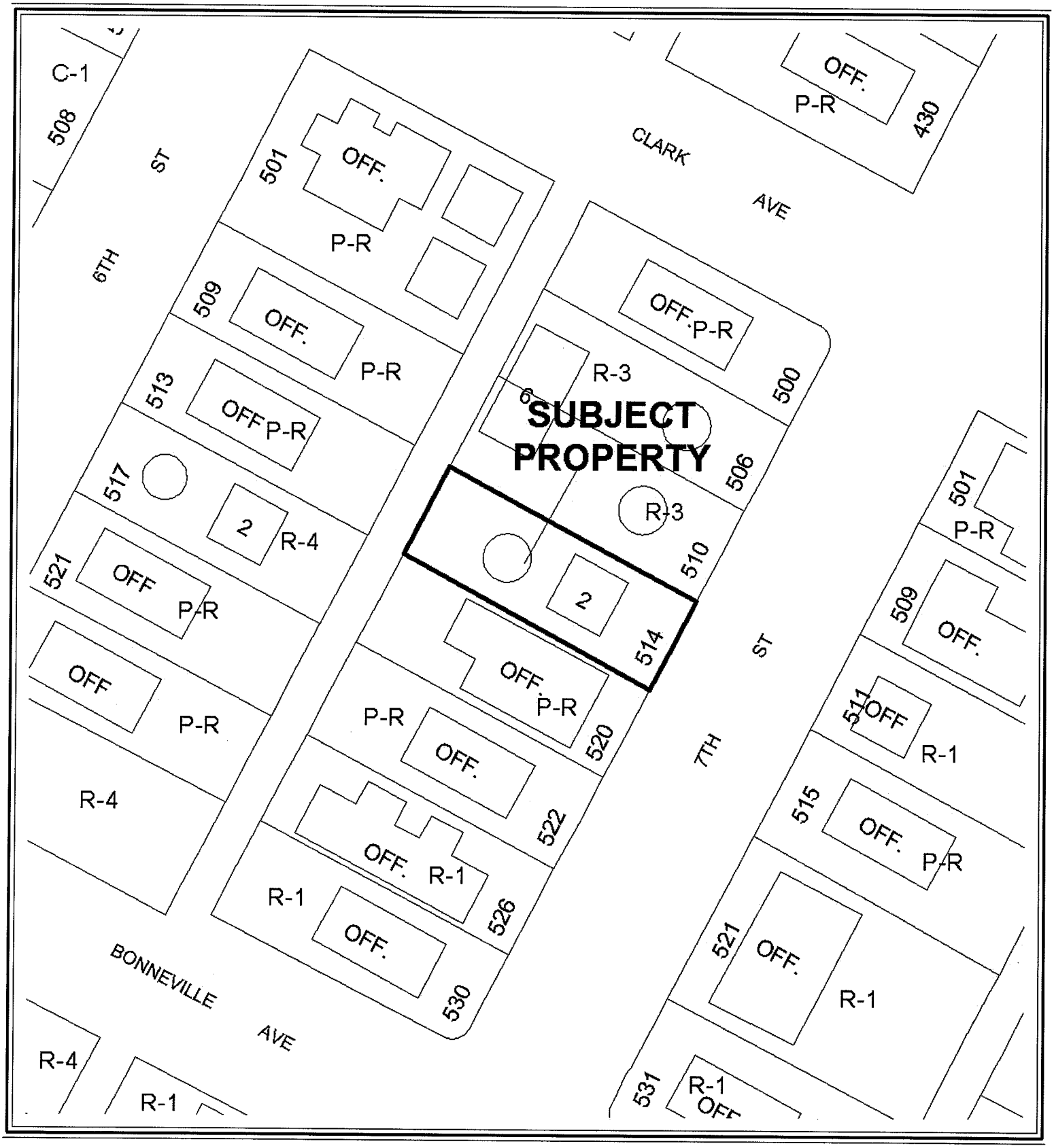
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36228 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: WAYWARD PROPERTIES INC. - Request for an Extension of Time of a previously approved Variance (VAR-18924) TO ALLOW SEVEN PARKING SPACES WHERE 11 ARE REQUIRED FOR A PROPOSED TWO STORY, 3,299 SQUARE-FOOT OFFICE BUILDING on 0.16 acres at 514 Seventh Street (APN 139-34-710-024), P-R (Professional Office and Parking Lot) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for VAR-18924



CASE: **EOT-36228**

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)



0 80 160 Feet

CASE: **EOT-36228**

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36228 – EXTENSION OF TIME- VARIANCE -
APPLICANT/OWNER: WAYWARD PROPERTIES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Variance (VAR-18924) shall expire on October 17, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-18924) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

There is currently a vacant building on the subject site with a previously approved Variance (VAR-18924) to allow six parking spaces where 11 spaces are required for a two-story, 3,299 square-foot professional office building. No business licenses or building permits have been issued for the proposed use. There have not been any significant changes in land use or development in the surrounding area; therefore, staff is recommending approval with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/17/07	The City Council approved a request for Rezoning (ZON-18923) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) in 0.16 acres at 514 South 7th Street. The Planning Commission recommended approval on 08/23/07.
	The City Council approved a related request for a Variance (VAR-18924) to allow seven parking spaces where 11 are required.
	The City Council approved a related request for a Variance (VAR-19609) to allow a 50-foot lot width where 60 feet is the minimum lot width required , a four-foot side yard setback where five feet is the minimum required, and a 17-foot front yard setback where 20 feet is the minimum required.
	The City Council approved a related request for a Site Development Plan Review (SDR-18923) for a two-story, 3,299 square-foot professional office building with waivers to allow perimeter landscape buffer widths of four feet on the north and zero feet on the south property lines where eight feet is the minimum required.
10/14/08	A Code Enforcement case (70618) was processed for cars being stored in the yard at 514 South 7th Street. Code Enforcement closed the case on 10/20/08.
Related Building Permits/Business Licenses	
There are no current business licenses or building permits for the subject site.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	0.16

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Duplex (Vacant)	MXU (Mixed Use)	P-R (Professional Office and Parking)
North	Apartments	MXU (Mixed Use)	R-3 (Medium Density Residential)
South	Offices	MXU (Mixed Use)	P-R (Professional Office and Parking)
East	Offices	MXU (Mixed Use)	R-1 (Single Family Residential) and P-R (Professional Office and Parking)
West	Offices	MXU (Mixed Use)	P-R (Professional Office and Parking) and R-4 (High Density Residential)

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			
Las Vegas High School Neighborhood District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-18924) to allow six parking spaces where 11 spaces are the minimum number required for a 3,299 square-foot professional office building. Since the approval of the Variance (VAR-18924), one Code Enforcement case (70618) was processed for cars being stored in the yard at the subject site, which was subsequently closed by Code Enforcement. No building permits or business licenses have been issued for the proposed use.

Title 19.18.070 deems a Variance exercised when a business license is issued to conduct the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Variance (VAR-18924) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement. There have not been any significant land use changes or new development in the surrounding area. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-18924) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36228** APN: 139-34-710-024

Name of Property Owner: Wayward Properties, Inc.

Name of Applicant: Wayward Properties, Inc.

Name of Representative: George M. Rogers, Architect

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: _____

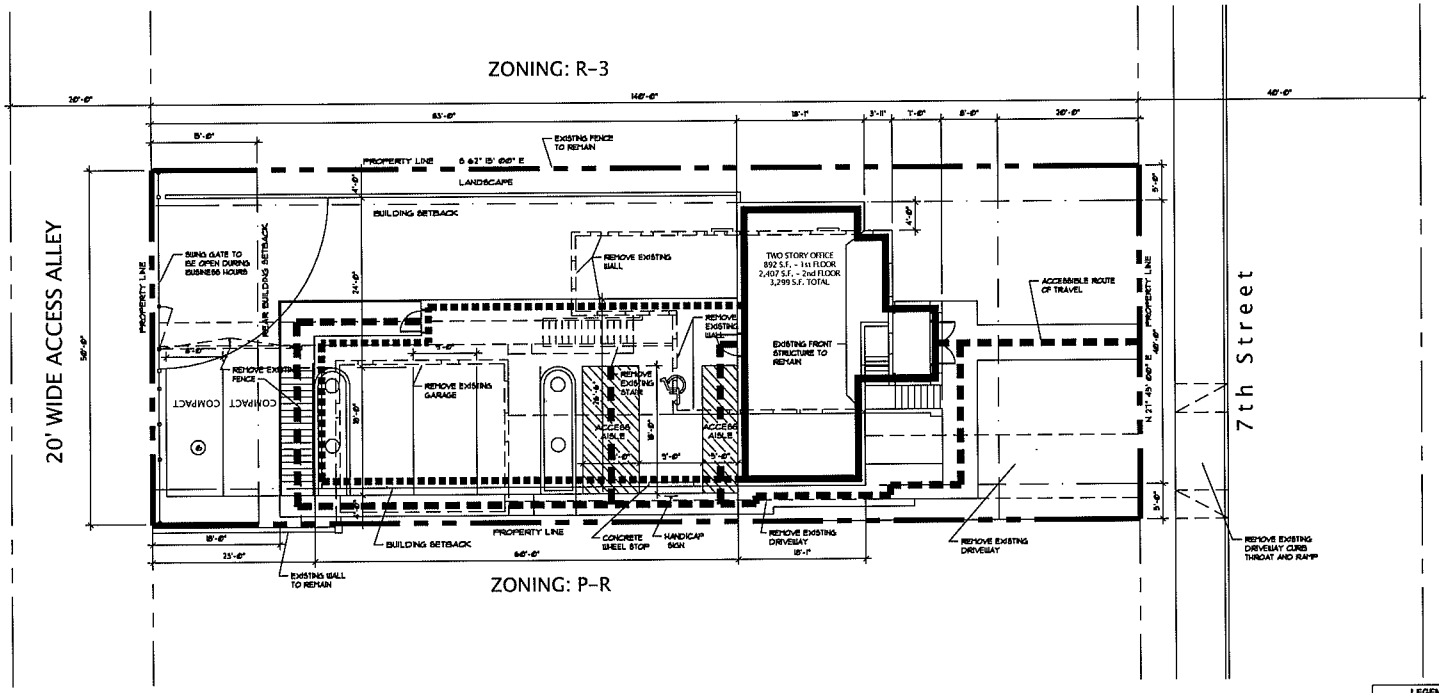
Subscribed and sworn before me

This 25 day of September, 2009

_____

Notary Public in and for said County and State

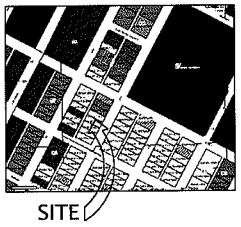
NOTARY PUBLIC
LINDY L. WICKER
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MAY 24, 2011
No: 07-3329-1



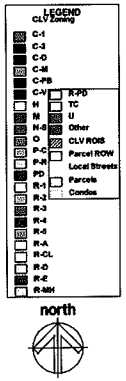
07-428	(CITY OF LAS VEGAS)	
PROPERTY ADDRESS:	514 SOUTH 7TH STREET LAS VEGAS, NV 89101	
JURISDICTIONAL AGENCY:	LAS VEGAS (TITLE 19)	
CURRENT ZONING: DESIRED ZONING:	R-1 (SINGLE FAMILY RESIDENTIAL) P-R (PROFESSIONAL OFFICE AND PARKING)	
BLDG. SETBACKS	MIN. DIST. REQ'D.	PROVIDED
FRONT	20'-0"	20'-0"
REAR	15'-0"	18'-0"
STREET CORNER	15'-0"	-
SIDE	5'-0"	5'-0"
ASSESSOR'S PARCEL NO.:	139-34-710-024	
LEGAL DESCRIPTION:	WARDIE ADD LOT: 25 AND 26, BLOCK 4, PLAT BOOK 1, PAGE 15 IN CLARK COUNTY, NEVADA	
GROSS SITE AREA:	6,969.6 SF (0.16 ACRES)	
NET SITE AREA:	6,969.6 SF (0.16 ACRES)	
LOT COVERAGE:	ALLOWABLE	PROVIDED
	50% MAX.	34%
BUILDING HEIGHT:	35'-0"	35'-0"
AREA SUMMARY		
NEW CONSTRUCTION:		BLDG. SF.
1st floor = 892 SF.		3,299 SF.
2nd floor =2,407 SF.		
	TOTAL	3,299 SF.
ON SITE PARKING		
REQUIRED PARKING:		
1/ 300 SF.	3,299 SF./ 300 SF. =	11
HANDICAP PARKING		
PARKING REQUIRED:	1	
PARKING PROVIDED:	6	
45% PARKING REDUCTION REQUIRED		
PARKING/SF. RATIO		
PARKING/SF. RATIO:	182 SPACES/ 1,000 SF.	
REGULAR SPACE	9'-0" x 18'-0"	
COMPACT SPACE (30%)	8'-0" x 16'-0"	
ACCESSIBLE SPACE (VAN)	23'-0" x 18'-0" (8'-0"/5'-0"/5'-0" x 18'-0")	

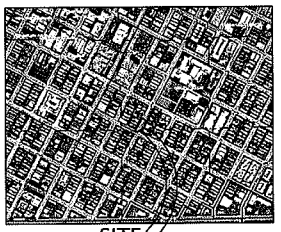
1 SITE PLAN
SCALE: 1/8" = 1'-0"





ZONING MAP
SCALE: N.T.S.





VICINITY MAP
SCALE: N.T.S.



GMRA
George M. Rogers, Architect
Architecture • Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

SITE PLAN
SHEET A1.0

RECEIVED
SEP 30 2009

EOT-36228
12-02-09 CC



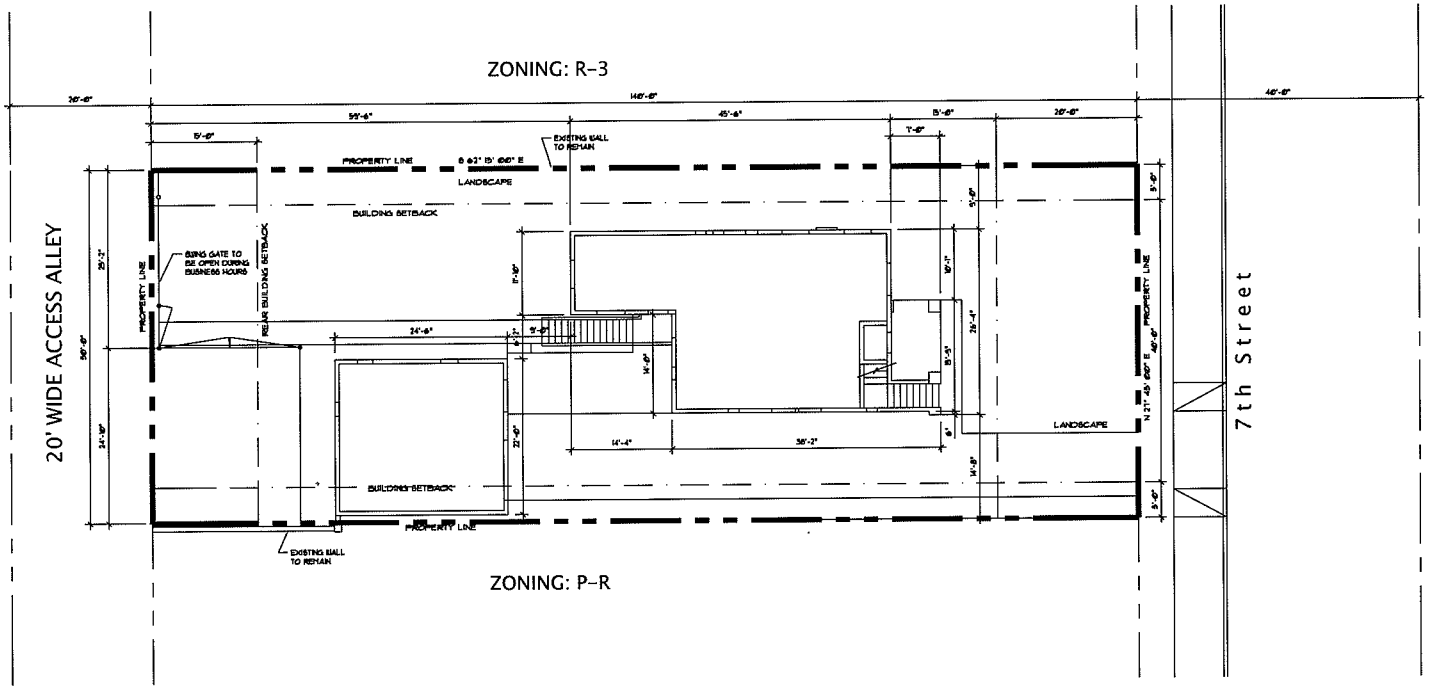
SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.



1 EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"

north



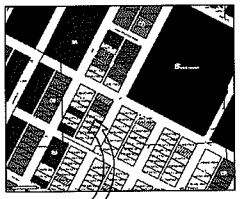
SITE IMAGE
SCALE: N.T.S.

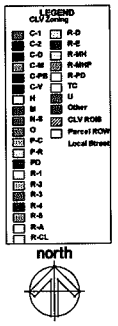


SITE IMAGE
SCALE: N.T.S.



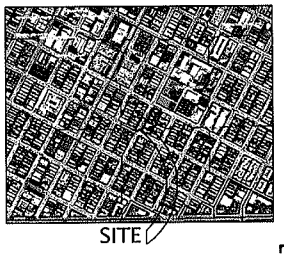
SITE IMAGE
SCALE: N.T.S.





north

ZONING MAP
SCALE: N.T.S.



north

VICINITY MAP
SCALE: N.T.S.

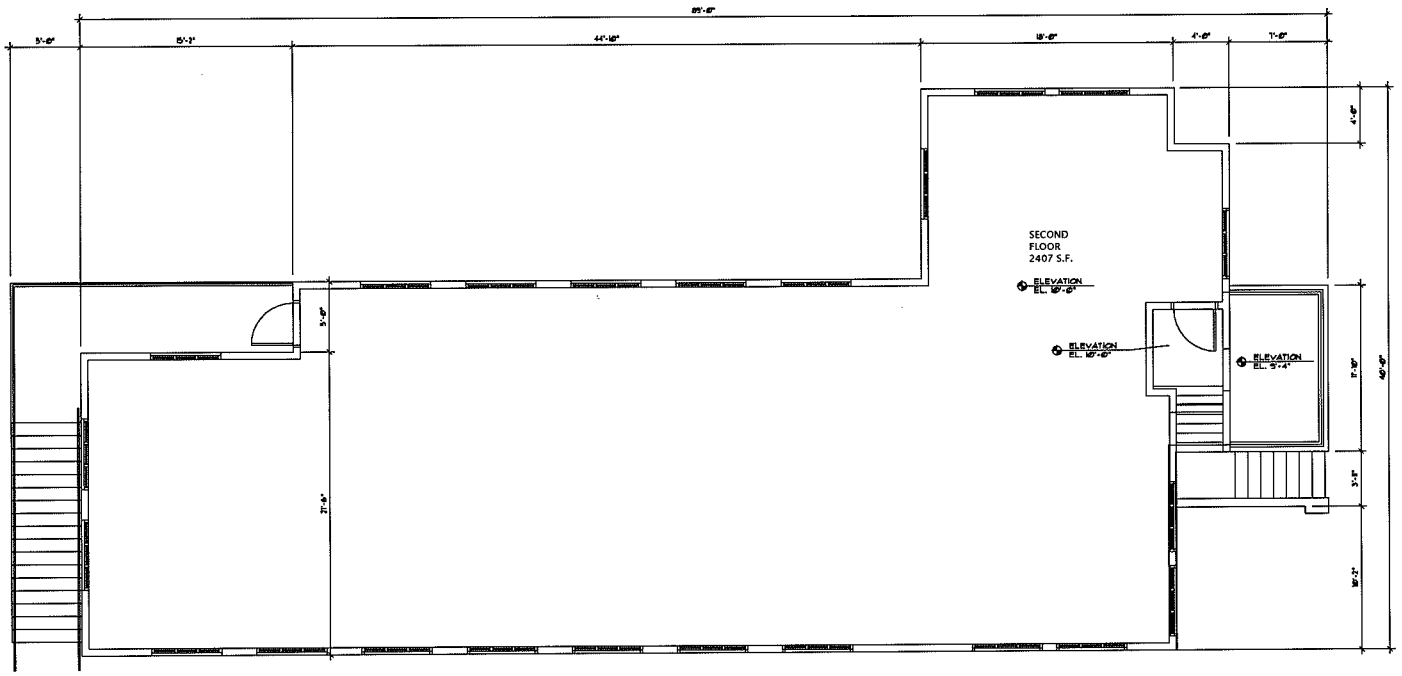
GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

EOT-36228
12-02-09 CC

RECEIVED
SEP 30 2009

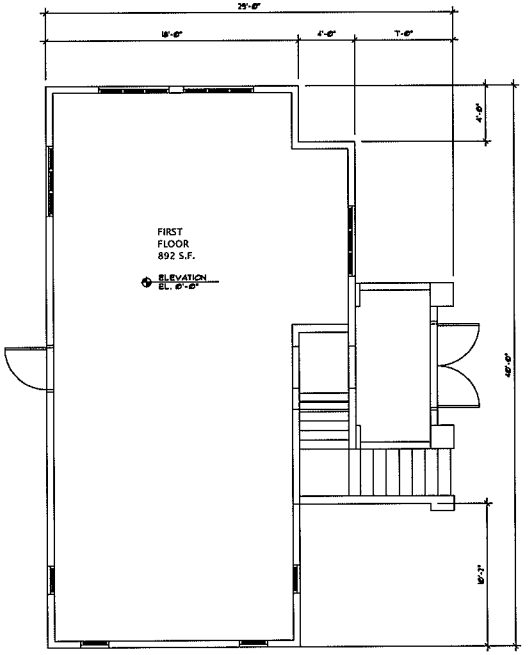


SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

north

07-428		(CITY OF LAS VEGAS)			
PROPERTY ADDRESS:		514 SOUTH 7TH STREET LAS VEGAS, NV 89101			
JURISDICTIONAL AGENCY:		LAS VEGAS (TITLE 19)			
CURRENT ZONING: DESIRED ZONING:		R-1 (SINGLE FAMILY RESIDENTIAL) P-R (PROFESSIONAL OFFICE AND PARKING)			
OCCUPANCY GROUP: B	AREA	OCC. LOAD FACTOR	NUMBER OF OCC.	NUMBER OF EXITS REQ'D	NUMBER OF EXITS PROVIDED
FIRST FLOOR	892 S.F.	100 (BUSINESS)	10	1	2
SECOND FLOOR	2407 S.F.	100 (BUSINESS)	25	1	2



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

north

GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007

JOB NO.: 07-428

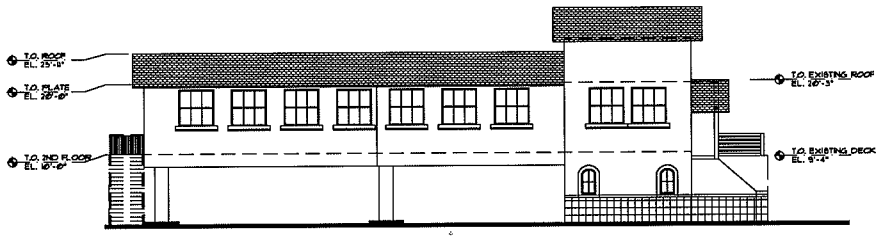
OWNER/DEVELOPER: Wayward Properties

EOT-36228

12-02-09 CC

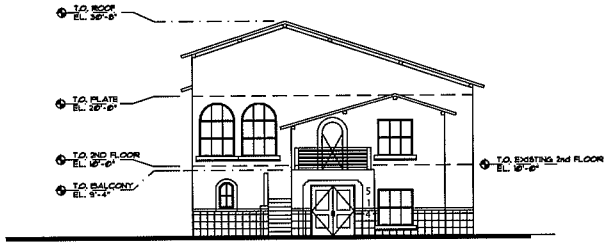
RECEIVED

SEP 30 2009



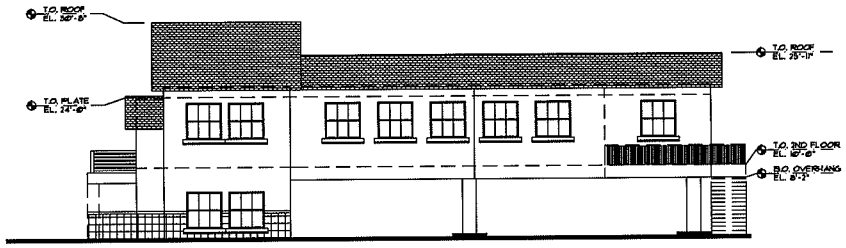
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

GMRA
George M. Rogers, Architect Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

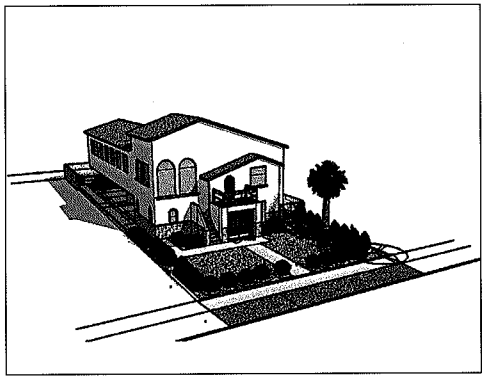
514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007

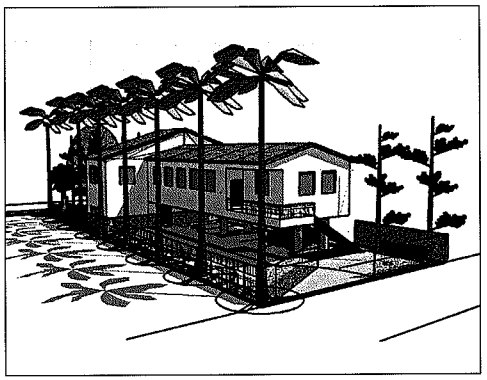
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

EOT-36228
12-02-09 CC

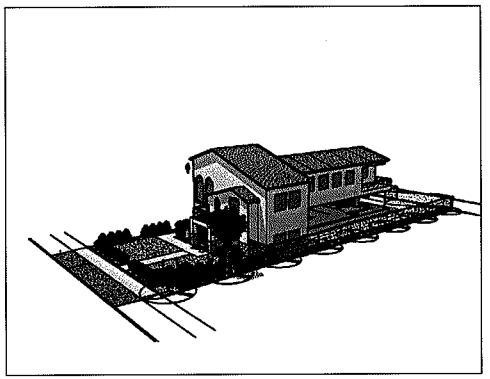
RECEIVED
SEP 30 2009



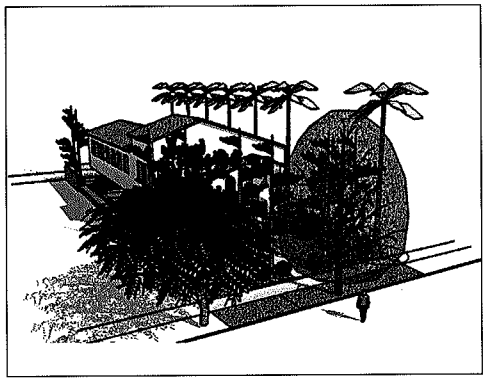
2 SOUTHEAST VIEW W/O TREES
SCALE: N.T.S.



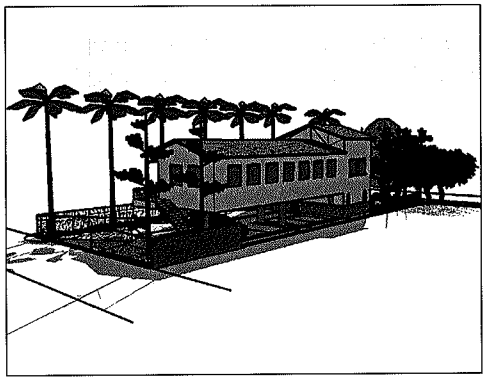
4 NORTHWEST VIEW W/ TREES
SCALE: N.T.S.



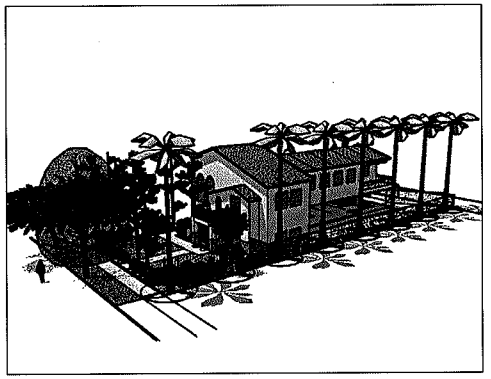
6 NORTHEAST VIEW W/O TREES
SCALE: N.T.S.



1 SOUTHEAST VIEW W/ TREES
SCALE: N.T.S.



3 SOUTHWEST VIEW W/ TREES
SCALE: N.T.S.



5 NORTHEAST VIEW W/ TREES
SCALE: N.T.S.

GMRA
George M. Rogers, Architect Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007

JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

EOT-36228
12-02-09 CC

RECEIVED
SEP 30 2009



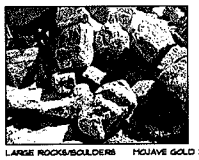
MONDEL PINE PINUS ELDARICA



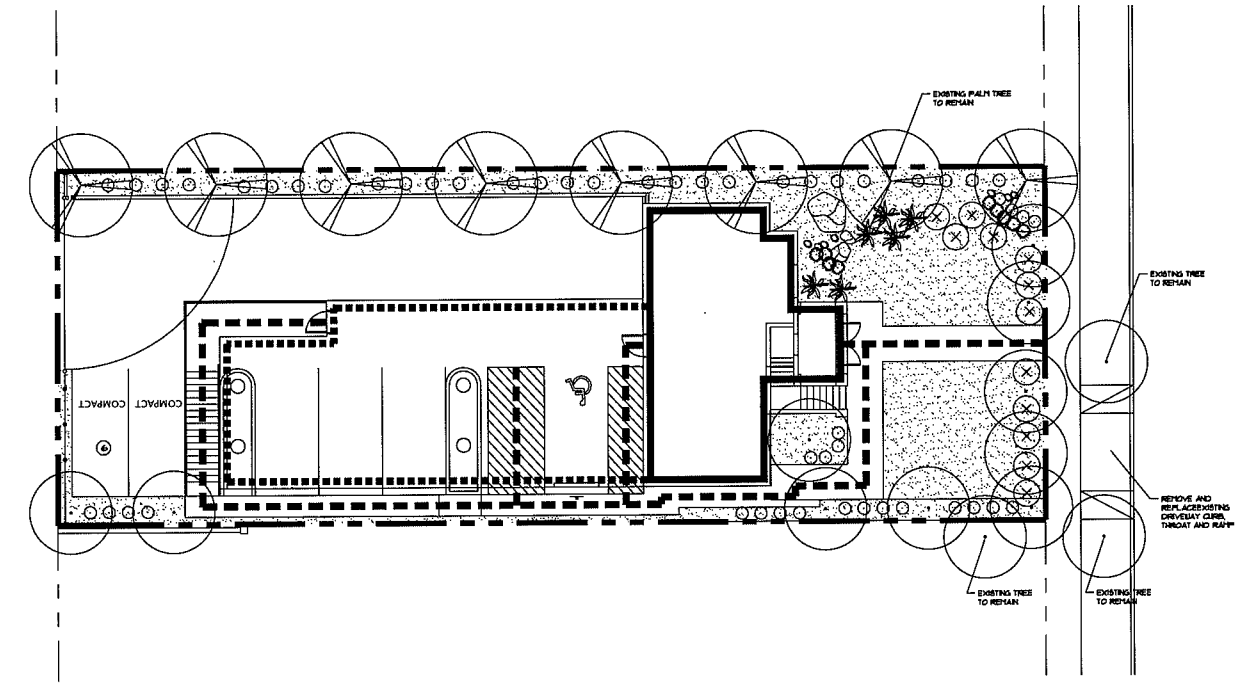
MEXICAN FAN PALM WASHINGTONIA ROBUSTA



GRAVEL MULCH MOJAVE GOLD 3/4 " MIN-NO FINES

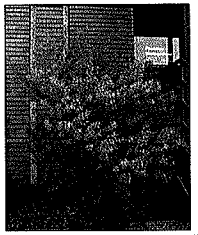


LARGE ROCKS/BOULDERS MOJAVE GOLD 2" X 4" MIN. (8@@ 188 MAX)



1 SITE PLAN
SCALE: 1/8" = 1'-0"

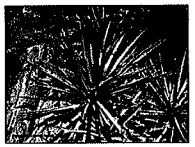
north



FEATHERY CASSIA SENNA ARTEMISIOIDES



GREEN CLOUD TEXAS RANGER LEUCOPHYLLUM F. 'GREEN CLOUD'



RED YUCCA HESPERALOE PARVIFOLIA



MEXICAN BIRD OF PARADISE CAESALPINIA PULCHERRIMA

PLANT MATERIALS SCHEDULE

TREES/PALMS

COMMON NAME	BOTANICAL NAME	SIZE	SPACING
MONDEL PINE	PINUS ELDARICA	24" BOX	AS SHOWN
MEXICAN FAN PALM	WASHINGTONIA ROBUSTA	15' BTH	AS SHOWN

SUGGESTIVE SHRUBS/GROUNDCOVERS

COMMON NAME	BOTANICAL NAME	SIZE	SPACING
FEATHERY CASSIA	SENNA ARTEMISIOIDES	1 GAL.	AS SHOWN
MEXICAN BIRD OF PARADISE	CAESALPINIA PULCHERRIMA	5 GAL.	AS SHOWN
RED YUCCA	HESPERALOE PARVIFOLIA	1 GAL.	AS SHOWN
GREEN CLOUD TEXAS RANGER	LEUCOPHYLLUM F. 'GREEN CLOUD'	5 GAL.	AS SHOWN

MISC.

LARGE ROCKS/BOULDERS MOJAVE GOLD 2" X 4" MIN. (8@@ 188 MAX)

GRAVEL RIVER BED

GRAVEL MULCH MOJAVE GOLD 3/4 " MIN-NO FINES

GMRA
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
George M. Rogers, Architect Architecture ▪ Interiors www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007 PROPOSED LANDSCAPE PLAN
SHEET A4.0
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

RECEIVED
SEP 30 2009
EOT-36228
12-02-09 CC

GMRA

George M. Rogers, Architect
Architecture ■ Interiors

6325 S. Jones Boulevard, Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

September 30, 2009

City of Las Vegas Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

re: Extension of Time applications for VAR-18924, SDR-18925 and VAR-19609
APN 139-34-710-024

To Whom It May Concern,

These applications for extension of time are requested for the above referenced Site Development Plan Review and associated Variances. The conditions at the site and adjacent to the site have not materially changed; however, the recent economic conditions have made the project development challenging. It is for these reasons that we respectfully request an extension of time.

Very truly yours,

George Rogers, AIA

EOT-36228
12-02-09 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

October 19, 2007

RECEIVED
OCT 24 2007
GMRA

Mr. Bradley Hofland, President
Wayward Properties, Inc.
4495 South Pecos Road, Suite A
Las Vegas, Nevada 89121

RE: VAR-18924 - VARIANCE
CITY COUNCIL MEETING OF OCTOBER 17, 2007
RELATED TO ZON-18923, VAR-19609 AND SDR-18925

Dear Mr. Hofland:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for a Variance TO ALLOW SEVEN PARKING SPACES WHERE 11 ARE REQUIRED FOR A PROPOSED TWO STORY, 3,218 SQUARE-FOOT OFFICE BUILDING on 0.16 acres at 514 South Seventh Street (APN 139-34-710-024), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone]. NOTE: THIS APPLICATION HAS BEEN AMENDED FROM SEVEN PARKING SPACES TO SIX PARKING SPACES AND FROM 3,218 SQUARE FEET TO 3,299 SQUARE FEET. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-18923), Variance (VAR-19609) and Site Development Plan Review (SDR-18925) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. This Variance is revised to allow six parking spaces where 11 are required.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

EOT-36228
12-02-09 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Rogers
6325 South Jones Boulevard, Suite #100
Las Vegas, Nevada 89118

EOT-36228
12-02-09 CC

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-36229 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: WAYWARD PROPERTIES, INC. - Request for an Extension of Time of a previously approved Variance (VAR-19609) TO ALLOW A 50-FOOT LOT WIDTH WHERE 60 FEET IS THE MINIMUM LOT WIDTH REQUIRED, AND A FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED TWO STORY, 3,299 SQUARE-FOOT OFFICE BUILDING on 0.16 acres at 514 South Seventh Street (APN 139-34-710-024), P-R (Professional Office and Parking Lot) Zone, Ward 3 (Reese). Staff recommends APPROVAL

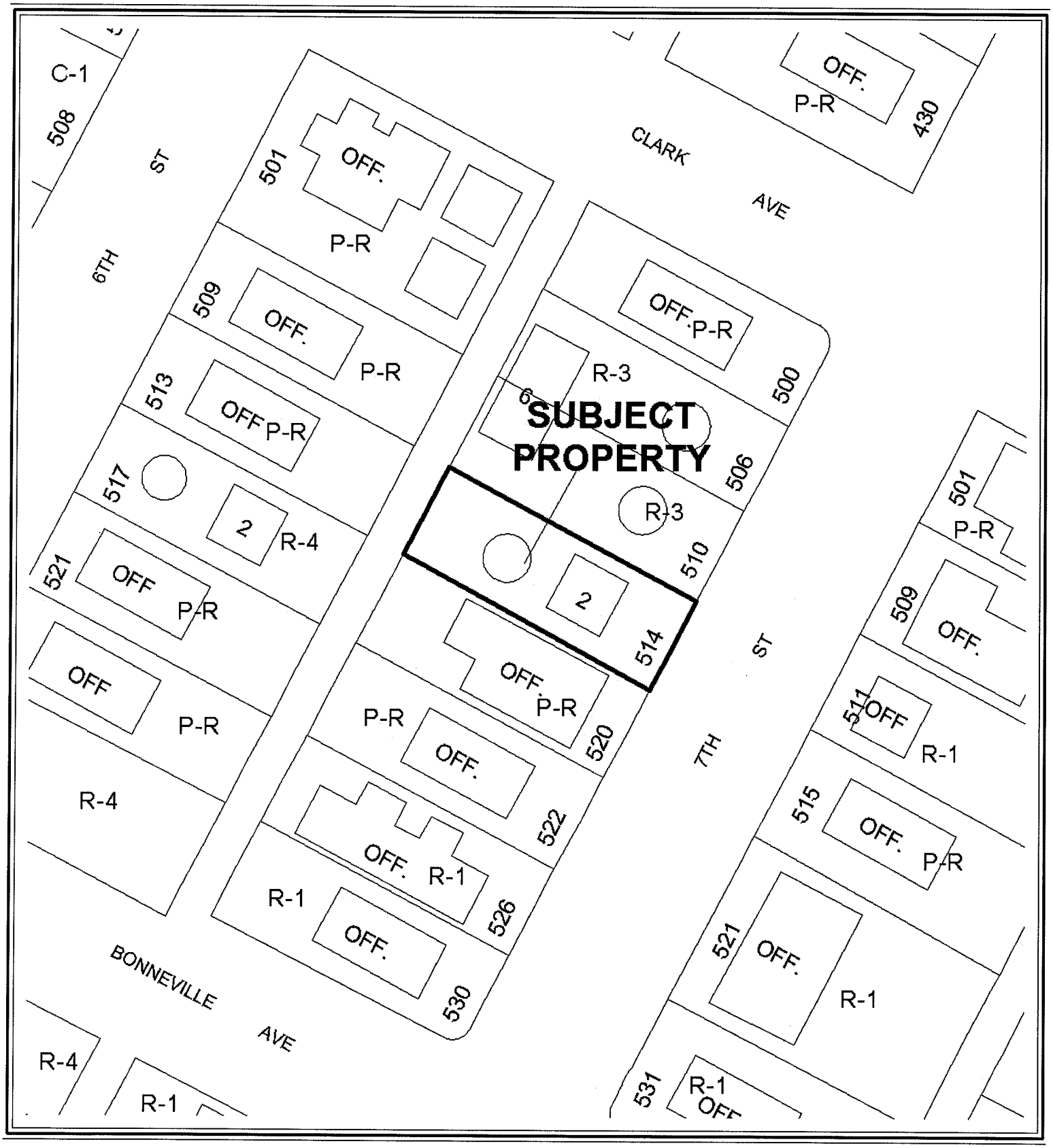
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for VAR-19609



0 80 160 Feet

CASE: **EOT-36229**

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N



0 80 160 Feet

CASE: **EOT-36229**

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36229 – EXTENSION OF TIME- VARIANCE -
APPLICANT/OWNER: WAYWARD PROPERTIES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Variance (VAR-19609) shall expire on October 17, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-19609) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

There is currently a vacant building on the subject site with a previously approved Variance (VAR-19609) to allow a 50-foot lot width where 60 feet is the minimum lot width required; and a four-foot side yard setback where five feet is the minimum required for a proposed 3,299 two-story professional office building. No building permits or business licenses have been issued for the proposed use. There have not been any significant land use changes or new development in the surrounding area. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff recommends approval of this request with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/17/07	The City Council approved a request for Rezoning (ZON-18923) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) in 0.16 acres at 514 South 7th Street. The Planning Commission recommended approval on 08/23/07.
	The City Council approved a related request for a Variance (VAR-18924) to allow seven parking spaces where 11 are required.
	The City Council approved a related request for a Variance (VAR-19609) to allow a 50-foot lot width where 60 feet is the minimum lot width required , a four-foot side yard setback where five feet is the minimum required, and a 17-foot front yard setback where 20 feet is the minimum required.
	The City Council approved a related request for a Site Development Plan Review (SDR-18923) for a two-story, 3,299 square-foot professional office building with waivers to allow perimeter landscape buffer widths of four feet on the north and zero feet on the south property lines where eight feet is the minimum required.
10/14/08	A Code Enforcement case (70618) was processed for cars being stored in the yard at 514 South 7th Street. Code Enforcement closed the case on 10/20/08.
Related Building Permits/Business Licenses	
There are no current business licenses or building permits for the subject site.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	

Neighborhood Meeting
A neighborhood meeting is not required for this type of application, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.16

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Duplex (Vacant)	MXU (Mixed Use)	P-R (Professional Office and Parking)
North	Apartments	MXU (Mixed Use)	R-3 (Medium Density Residential)
South	Offices	MXU (Mixed Use)	P-R (Professional Office and Parking)
East	Offices	MXU (Mixed Use)	R-1 (Single Family Residential) and P-R (Professional Office and Parking)
West	Offices	MXU (Mixed Use)	P-R (Professional Office and Parking) and R-4 (High Density Residential)

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			
Las Vegas High School Neighborhood District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-19609) to allow a 50-foot lot width where 60 feet is the minimum lot width required; and a four-foot side yard setback where five feet is the minimum required for a proposed 3,299 two-story professional office building. Since the approval of the Variance (VAR-19609), one Code Enforcement case (70618) was processed for cars being stored on the property, which was

subsequently closed by Code Enforcement. No building permits or business licenses have been issued for the proposed use.

Title 19.18.070 deems a Variance exercised when a business license is issued to conduct the activity, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Variance (VAR-19609) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement. There have not been any significant land use changes or new development in the surrounding area. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-19609) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36229** APN: 139-34-710-024

Name of Property Owner: Wayward Properties, Inc.

Name of Applicant: Wayward Properties, Inc.

Name of Representative: George M. Rogers, Architect

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Bradley T. Hall President

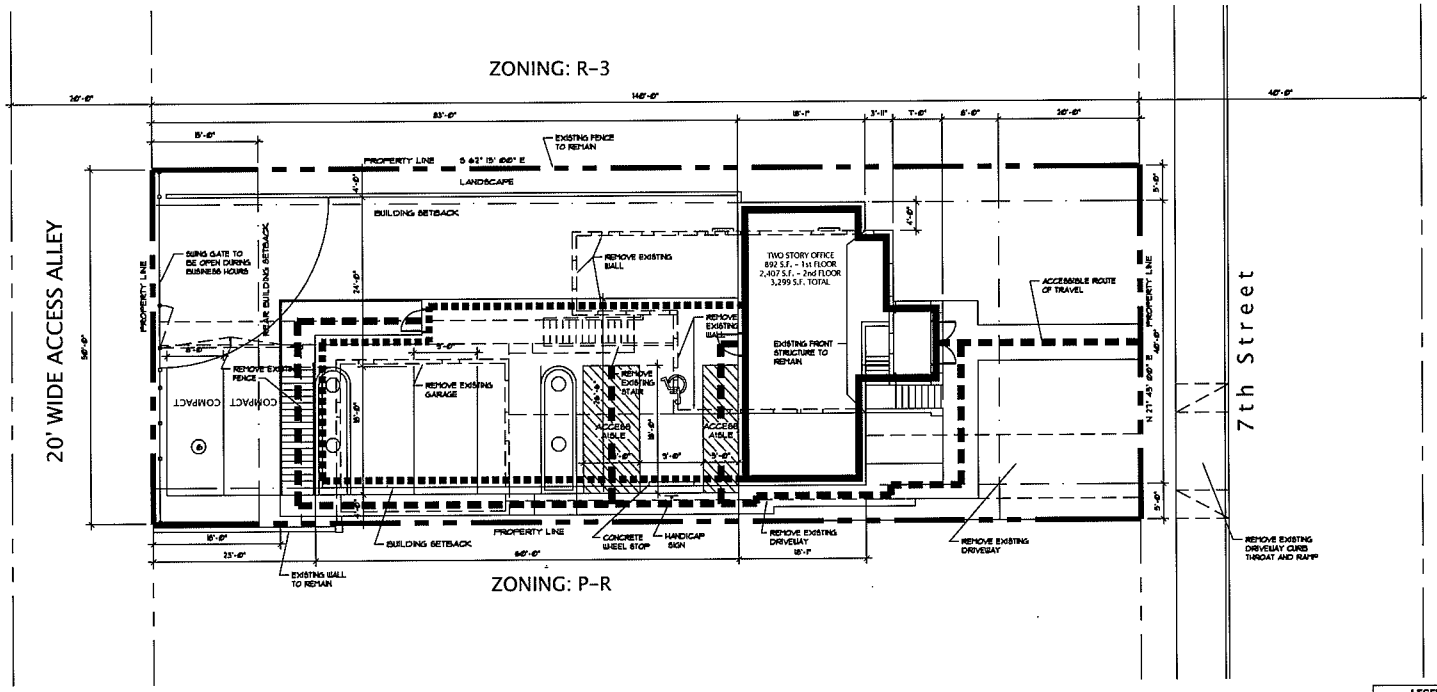
Subscribed and sworn before me

This 25 day of September, 2009

Lindy L. Wicker

Notary Public in and for said County and State

NOTARY PUBLIC
LINDY L. WICKER
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MAY 24, 2011
No: 07-3329-1



07-428	(CITY OF LAS VEGAS)
PROPERTY ADDRESS:	514 SOUTH 7TH STREET LAS VEGAS, NV 89101
JURISDICTIONAL AGENCY:	LAS VEGAS (TITLE 19)
CURRENT ZONING: DESIRED ZONING:	R-1 (SINGLE FAMILY RESIDENTIAL) P-R (PROFESSIONAL OFFICE AND PARKING)

BLDG. SETBACKS	MIN. DIST. REQ'D.	PROVIDED
FRONT	20'-0"	20'-0"
REAR	15'-0"	18'-0"
STREET CORNER SIDE	15'-0"	*
	5'-0"	5'-0"

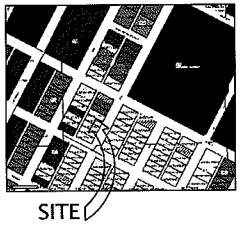
ASSESSOR'S PARCEL NO.:	139-34-710-024
LEGAL DESCRIPTION:	WARDIE ADD LOT: 25 AND 26, BLOCK 4, PLAT BOOK 1, PAGE 13 IN CLARK COUNTY, NEVADA
GROSS SITE AREA:	6,369.6 SF (.036 ACRES)
NET SITE AREA:	6,369.6 SF (.036 ACRES)
LOT COVERAGE:	ALLOWABLE: 90% MAX. / PROVIDED: 54%
BUILDING HEIGHT:	35'-0" / 35'-0"

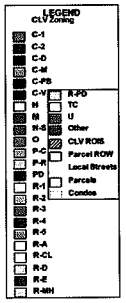
AREA SUMMARY	
NEW CONSTRUCTION:	BLDG. SF.
1st floor = 892 SF.	3,299 SF.
2nd floor =2,407 SF.	
TOTAL	3,299 SF.

ON SITE PARKING	
REQUIRED PARKING:	
1/ 300 SF.	3,299 SF./ 300 SF. = 11
HANDICAP PARKING	
PARKING REQUIRED:	1
PARKING PROVIDED:	6
46% PARKING REDUCTION REQUIRED	
PARKING/SF. RATIO:	
PARKING/SF. RATIO:	182 SPACES/ 10000 SF.
REGULAR SPACE	9'-0" x 18'-0"
COMPACT SPACE (34%)	8'-0" x 16'-0"
ACCESSIBLE SPACE (VAN)	22'-0" x 18'-0" (8'-0"/5'-0"/9'-0" x 18'-0")

1 SITE PLAN
SCALE: 1/8" = 1'-0"

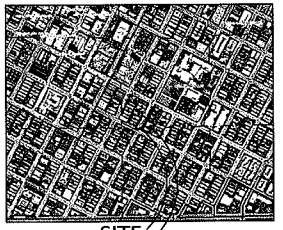
north





north

ZONING MAP
SCALE: N.T.S.



north

VICINITY MAP
SCALE: N.T.S.

GMRA
George M. Rogers, Architect
Architecture ■ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties
SITE PLAN
SHEET A1.0

EOT-36229
12-02-09 CC

RECEIVED
SEP 30 2009



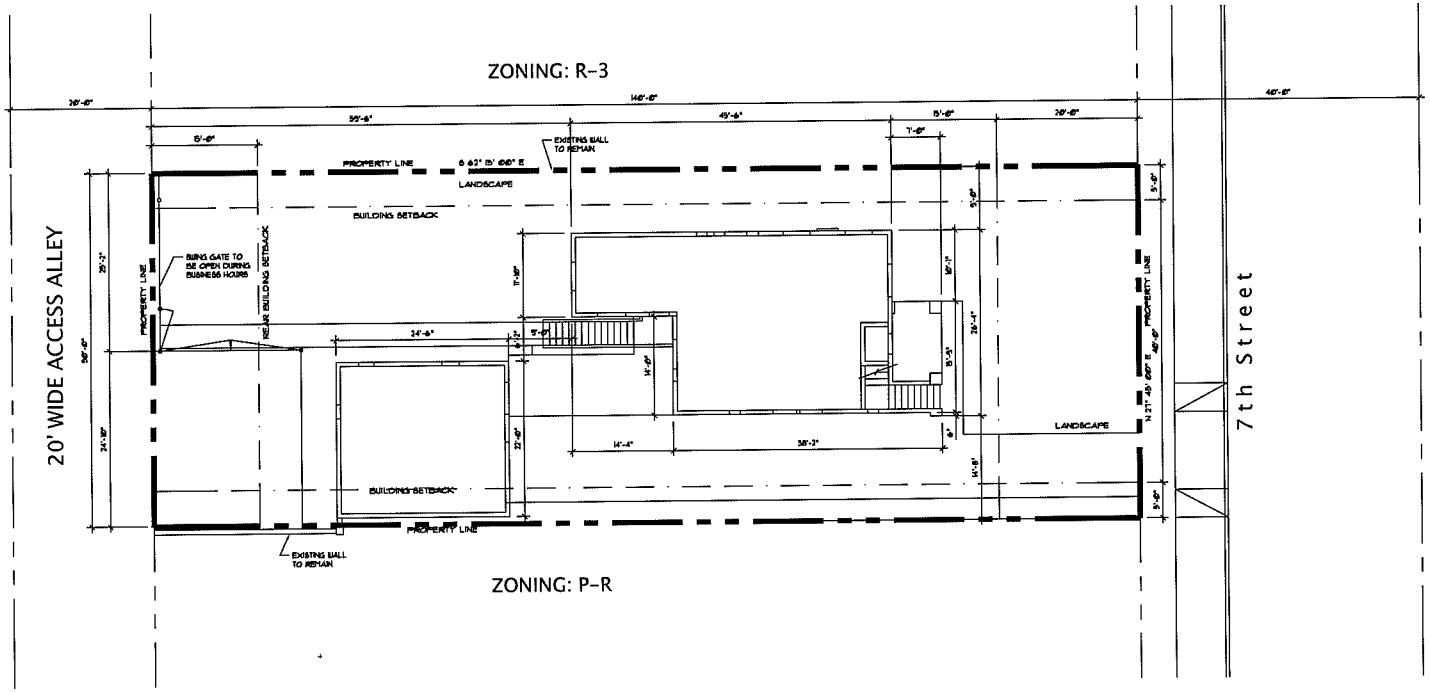
SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.





SITE IMAGE
SCALE: N.T.S.



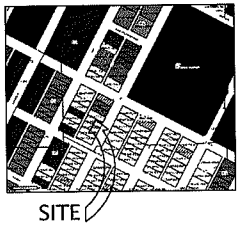
SITE IMAGE
SCALE: N.T.S.

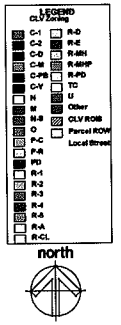


SITE IMAGE
SCALE: N.T.S.

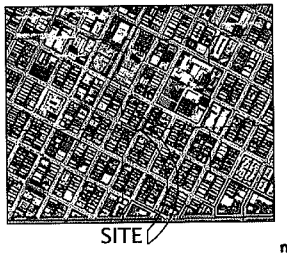
1 EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"

north





ZONING MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

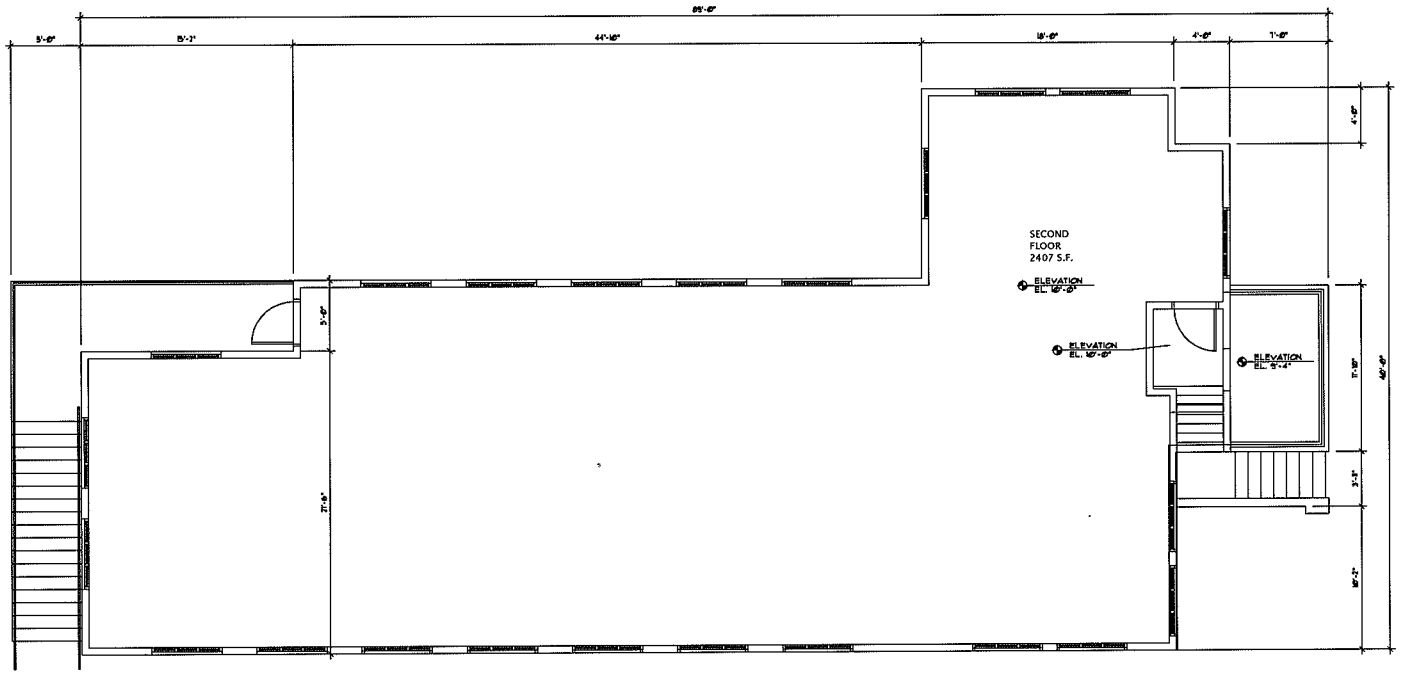
GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

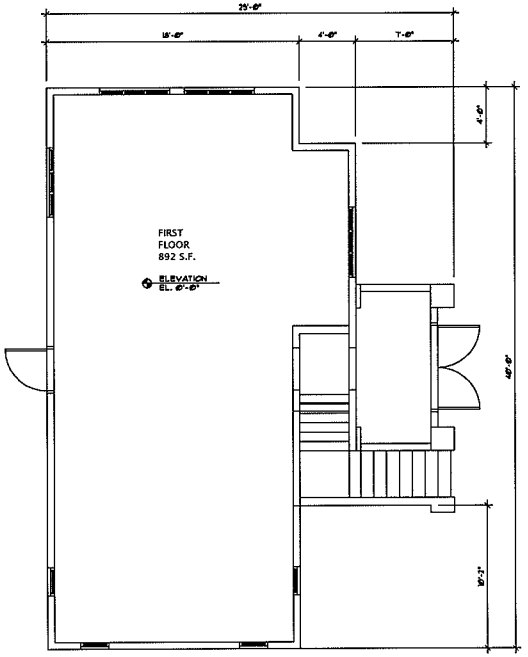
EOT-36229
12-02-09 CC

RECEIVED
SEP 30 2009



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

07-428 (CITY OF LAS VEGAS)

PROPERTY ADDRESS:	514 SOUTH 7TH STREET LAS VEGAS, NV 89101
JURISDICTIONAL AGENCY:	LAS VEGAS (TITLE 19)
CURRENT ZONING:	R-1 (SINGLE FAMILY RESIDENTIAL)
DESIRED ZONING:	P-R (PROFESSIONAL OFFICE AND PARKING)

OCCUPANCY GROUP: B	AREA	OCC. LOAD FACTOR	NUMBER OF OCC.	NUMBER OF EXITS REQ'D	NUMBER OF EXITS PROVIDED
FIRST FLOOR	892 S.F.	100 (BUSINESS)	10	1	2
SECOND FLOOR	2407 S.F.	100 (BUSINESS)	25	1	2

GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007

JOB NO.: 07-428

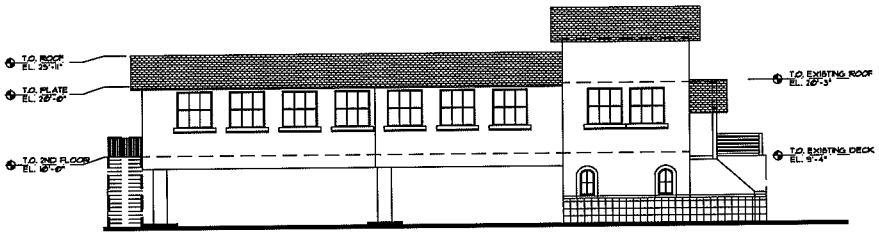
OWNER/DEVELOPER: Wayward Properties

EOT-36229

12-02-09 CC

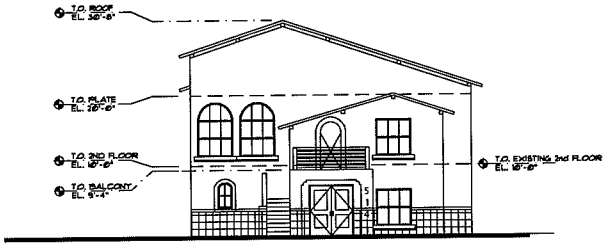
RECEIVED

SEP 30 2009



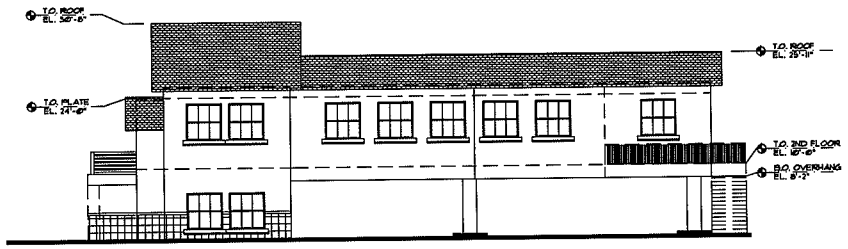
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

GMRA
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
George M. Rogers, Architect Architecture ▪ Interiors www.gmrarchitect.com

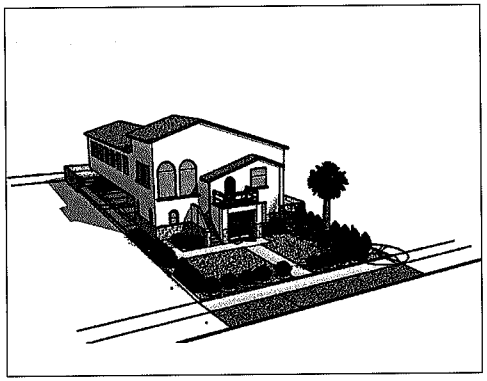
514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007

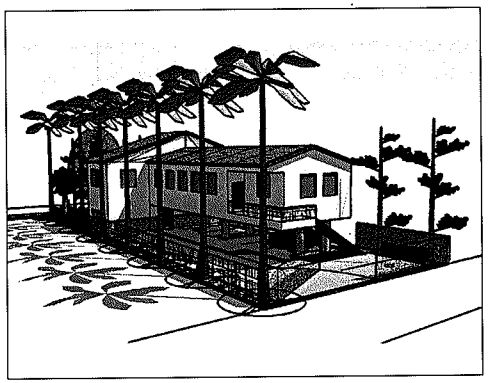
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

RECEIVED
SEP 30 2009

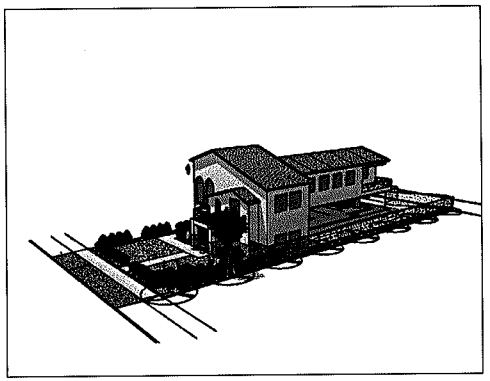
EOT-36229
12-02-09 CC



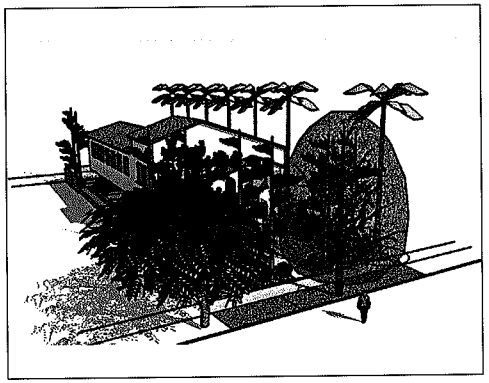
2 SOUTHEAST VIEW W/O TREES
SCALE: N.T.S.



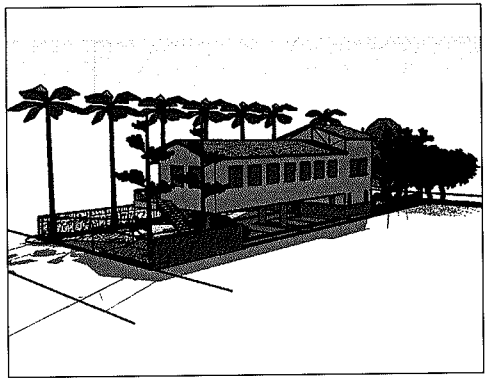
4 NORTHWEST VIEW W/ TREES
SCALE: N.T.S.



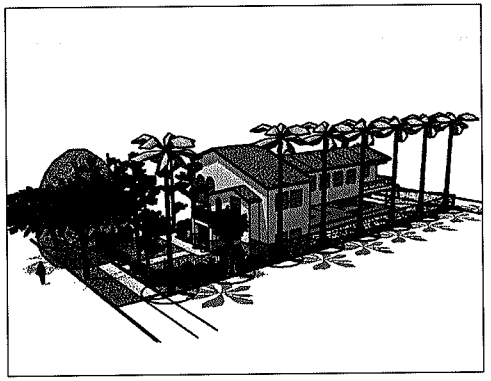
6 NORTHEAST VIEW W/O TREES
SCALE: N.T.S.



1 SOUTHEAST VIEW W/ TREES
SCALE: N.T.S.



3 SOUTHWEST VIEW W/ TREES
SCALE: N.T.S.



5 NORTHEAST VIEW W/ TREES
SCALE: N.T.S.

GMRA
George M. Rogers, Architect
Architecture ■ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

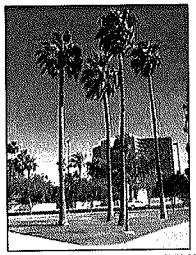
DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

EOT-36229
12-02-09 CC

RECEIVED
SEP 30 2009



MONDEL PINE PINUS ELDARICA



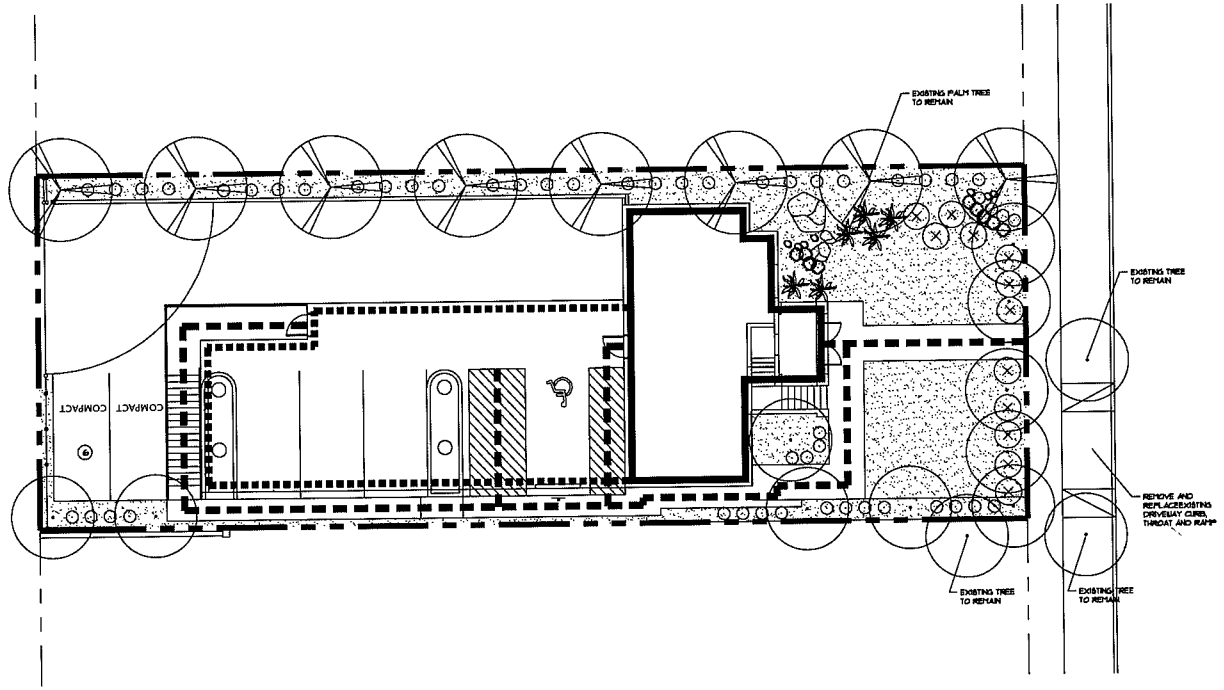
MEXICAN FAN PALM WASHINGTONIA ROBUSTA



GRAVEL MULCH MOJAVE GOLD 3/4 " MIN-NO FINES

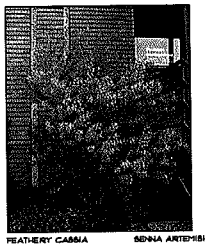


LARGE ROCKS/BOULDERS MOJAVE GOLD 3" X 4" MIN. (8000 LBS MAX)

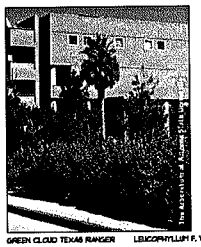


1 SITE PLAN
SCALE: 1/8" = 1'-0"

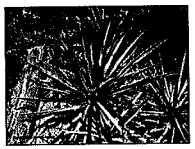
north



FEATHERY CASSIA SENNA ARTEMISIOIDES



GREEN CLOUD TEXAS RANGER LEUCOPHYLLUM F. 'GREEN CLOUD'



RED YUCCA HESPERALOE PARVIFOLIA



MEXICAN BIRD OF PARADISE CAESALPINIA PULCHERRIMA

PLANT MATERIALS SCHEDULE

TREES/PALMS COMMON NAME	BOTANICAL NAME	SIZE	SPACING
MONDEL PINE	PINUS ELDARICA	24" BOX	AS SHOWN
MEXICAN FAN PALM	WASHINGTONIA ROBUSTA	15' STH	AS SHOWN

SUGGESTIVE SHRUBS/GROUNDCOVERS COMMON NAME	BOTANICAL NAME	SIZE	SPACING
FEATHERY CASSIA	SENNA ARTEMISIOIDES	1 GAL.	AS SHOWN
MEXICAN BIRD OF PARADISE	CAESALPINIA PULCHERRIMA	5 GAL.	AS SHOWN
RED YUCCA	HESPERALOE PARVIFOLIA	1 GAL.	AS SHOWN
GREEN CLOUD TEXAS RANGER	LEUCOPHYLLUM F. 'GREEN CLOUD'	5 GAL.	AS SHOWN

MISC.

- LARGE ROCKS/BOULDERS MOJAVE GOLD 3" X 4" MIN. (8000 LBS MAX)
- GRAVEL RIVER BED
- GRAVEL MULCH MOJAVE GOLD 3/4 " MIN-NO FINES

GMRA
George M. Rogers, Architect Architecture ■ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007 PROPOSED LANDSCAPE PLAN
SHEET A4.0
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

EOT-36229
12-02-09 CC

RECEIVED
SEP 30 2009

GMRA

George M. Rogers, Architect
Architecture ■ Interiors

6325 S. Jones Boulevard, Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

September 30, 2009

City of Las Vegas Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

re: Extension of Time applications for VAR-18924, SDR-18925 and VAR-19609
APN 139-34-710-024

To Whom It May Concern,

These applications for extension of time are requested for the above referenced Site Development Plan Review and associated Variances. The conditions at the site and adjacent to the site have not materially changed; however, the recent economic conditions have made the project development challenging. It is for these reasons that we respectfully request an extension of time.

Very truly yours,

George Rogers, AIA

EOT-36229
12-02-09 CC

07-428

RECEIVED

DEC 17 2007

GMRA

December 12, 2007

Mr. Bradley Hofland, President
Wayward Properties, Inc.
4495 South Pecos Road, Suite A
Las Vegas, Nevada 89121

RE: VAR-19609 - VARIANCE
CITY COUNCIL MEETING OF OCTOBER 17, 2007
RELATED TO ZON-18923, VAR-18924 AND SDR-18925

Dear Mr. Hofland:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for a Variance TO ALLOW A 50 FOOT LOT WIDTH WHERE 60 FEET IS THE MINIMUM LOT WIDTH REQUIRED, A FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS THE MINIMUM REQUIRED, AND A 17 FOOT FRONT YARD SETBACK WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED TWO STORY, 3,218 SQUARE-FOOT OFFICE BUILDING on 0.16 acres at 514 South Seventh Street (APN 139-34-710-024), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone]. NOTE: THIS ITEM HAS BEEN AMENDED FROM 3,218 SQUARE FEET TO 3,299 SQUARE FEET AND REMOVE THE VARIANCE REQUEST FOR A FRONT YARD SETBACK. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Added Condition
A. No front yard variance is approved.

Planning & Development
1. Conformance to the conditions for Rezoning (ZON-18923), Variance (VAR-18924) and Site Development Plan Review (SDR-18925) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: See Attached List

EOT-36229
12-02-09 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Rogers
6325 South Jones Boulevard, Suite #100
Las Vegas, Nevada 89118

EOT-36229
12-02-09 CC

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-36227 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WAYWARD PROPERTIES, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18925) FOR A TWO STORY, 3,299 SQUARE-FOOT PROFESSIONAL OFFICE BUILDING WITH WAIVERS TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTHS OF FOUR FEET ON THE NORTH AND ZERO FEET ON THE SOUTH PROPERTY LINES WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.16 acres at 514 Seventh Street (APN 139-34-710-024), P-R (Professional Office and Parking Lot) Zone, Ward 3 (Reese). Staff recommends APPROVAL

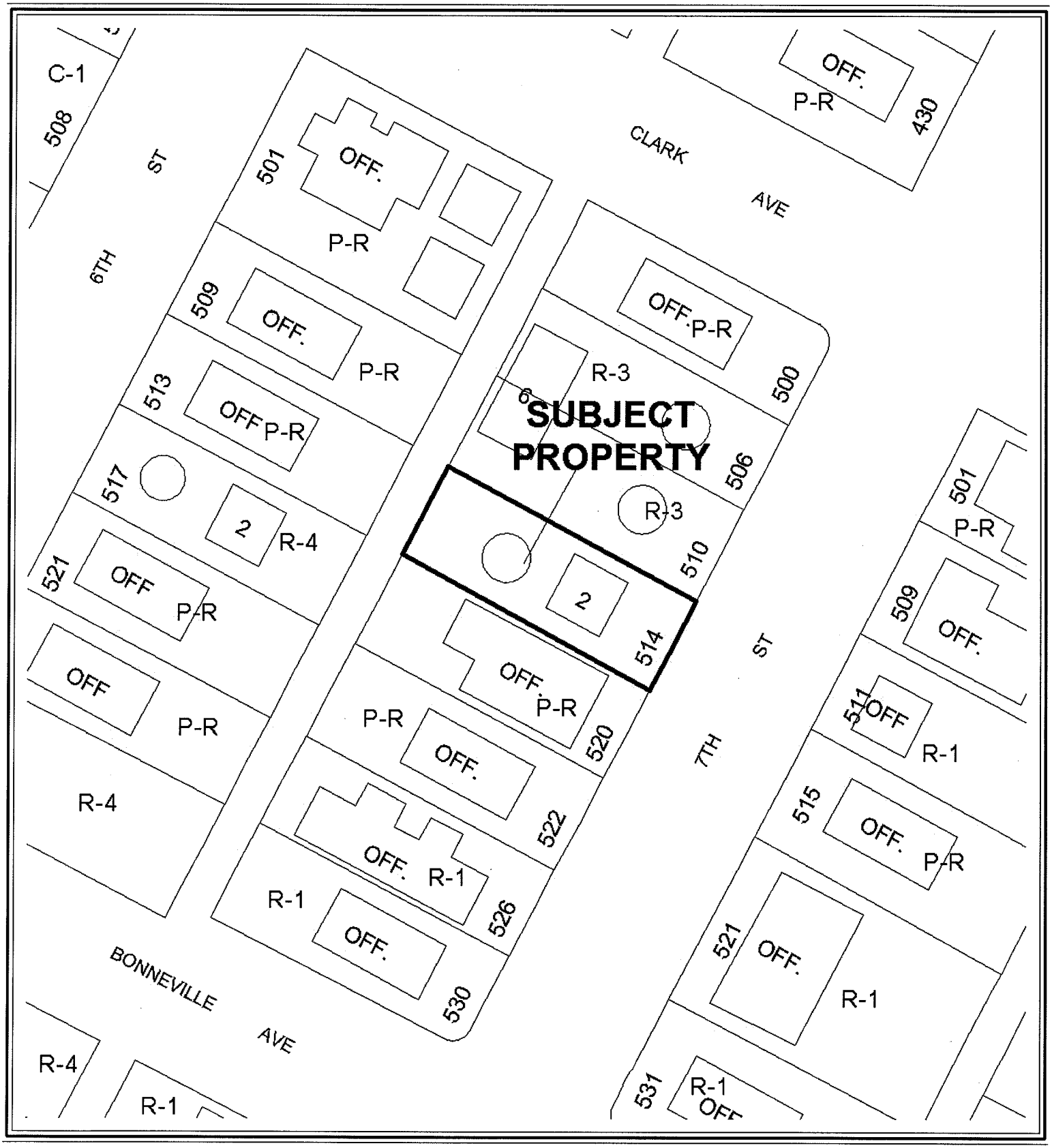
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-18925



CASE: **EOT-36227**

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)



0 80 160 Feet

CASE: **EOT-36227**

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36227 – EXTENSION OF TIME- SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WAYWARD PROPERTIES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-18925) shall expire on October 17, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-18925) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

There is currently a vacant building on the subject site with a previously approved Site Development Plan Review (SDR-18925) for a two-story, 3,299 square-foot professional office building with waivers to allow perimeter landscape buffer widths of four feet on the north and zero feet on the south property lines where eight feet is required. The applicant has not submitted plans for review nor have building permits been issued for the intended use. There have not been any significant changes in land use or development in the surrounding area; therefore, staff is recommending approval with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/17/07	The City Council approved a request for Rezoning (ZON-18923) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) in 0.16 acres at 514 South 7th Street. The Planning Commission recommended approval on 08/23/07.
	The City Council approved a related request for a Variance (VAR-18924) to allow seven parking spaces where 11 are required.
	The City Council approved a related request for a Variance (VAR-19609) to allow a 50-foot lot width where 60 feet is the minimum lot width required , a four-foot side yard setback where five feet is the minimum required, and a 17-foot front yard setback where 20 feet is the minimum required.
	The City Council approved a related request for a Site Development Plan Review (SDR-18923) for a two-story, 3,299 square-foot professional office building with waivers to allow perimeter landscape buffer widths of four feet on the north and zero feet on the south property lines where eight feet is the minimum required.
10/14/08	A Code Enforcement case (70618) was processed for cars being stored in the yard at 514 South 7th Street. Code Enforcement closed the case on 10/20/08.
Related Building Permits/Business Licenses	
There are no current business licenses or building permits for the subject site.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request
Site Area

Gross Acres	0.16

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Duplex (Vacant)	MXU (Mixed Use)	P-R (Professional Office and Parking)
North	Apartments	MXU (Mixed Use)	R-3 (Medium Density Residential)
South	Offices	MXU (Mixed Use)	P-R (Professional Office and Parking)
East	Offices	MXU (Mixed Use)	R-1 (Single Family Residential) and P-R (Professional Office and Parking)
West	Offices	MXU (Mixed Use)	P-R (Professional Office and Parking) and R-4 (High Density Residential)

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			
Las Vegas High School Neighborhood District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18925) for a two-story, 3,299 square-foot professional office building with waivers to allow perimeter landscape buffer widths of four feet on the north and zero feet on the south property lines where eight feet is required. Since the approval of the Site Development Plan Review (SDR-18925), one Code Enforcement case (70618) was processed for cars being stored in the yard at the subject site, which was subsequently closed by Code Enforcement. No building permits or business licenses have been issued for the proposed use.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-18925) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement as no permits have been issued for the proposed project. There have not been any significant land use changes or new development in the surrounding area. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-18925) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36227** APN: 139-34-710-024

Name of Property Owner: Wayward Properties, Inc.

Name of Applicant: Wayward Properties, Inc.

Name of Representative: George M. Rogers, Architect

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Bradley Hafkal, President

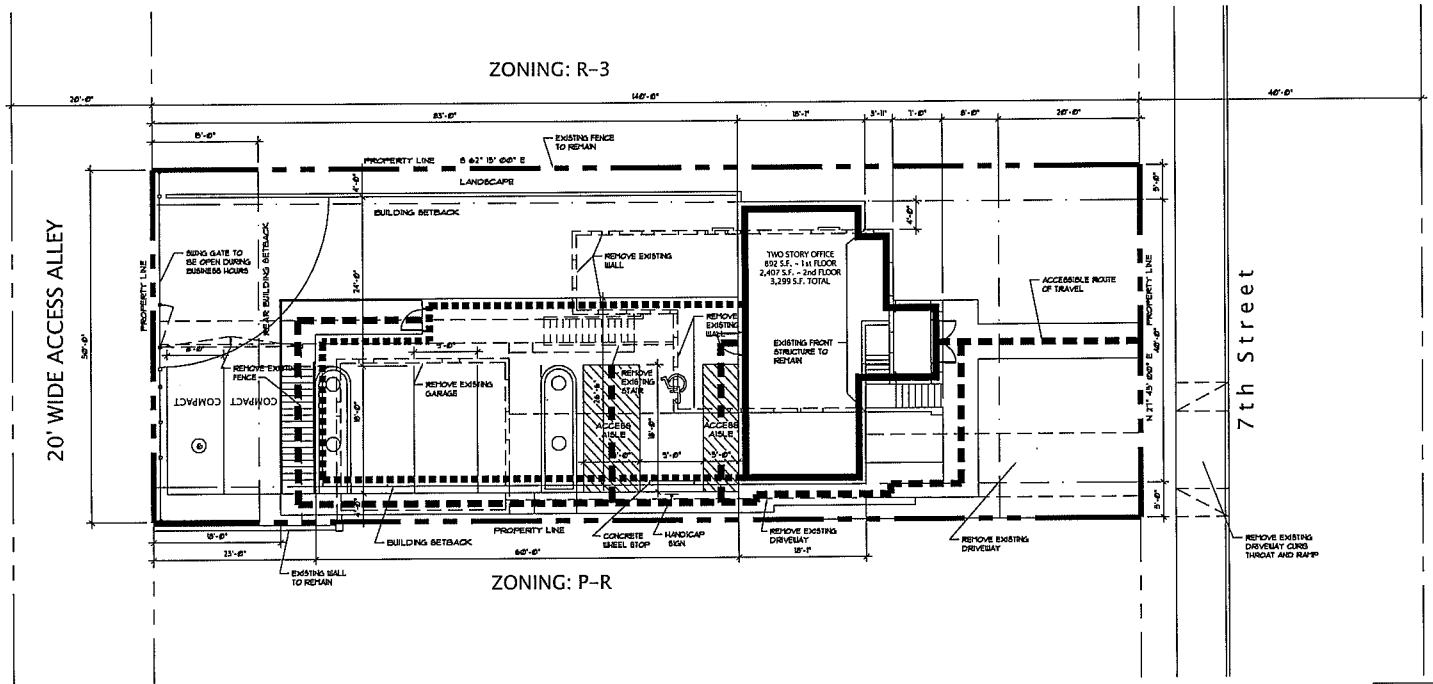
Subscribed and sworn before me

This 25 day of September, 2009

Lindy L. Wicker

Notary Public in and for said County and State

NOTARY PUBLIC
LINDY L. WICKER
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MAY 24, 2011
No: 07-3329-1



1 SITE PLAN
SCALE: 1/8" = 1'-0"

north

07-428 (CITY OF LAS VEGAS)

PROPERTY ADDRESS:	514 SOUTH 7TH STREET LAS VEGAS, NV 89101
JURISDICTIONAL AGENCY:	LAS VEGAS (TITLE 19)
CURRENT ZONING:	R-1 (SINGLE FAMILY RESIDENTIAL)
DESIRED ZONING:	P-R (PROFESSIONAL OFFICE AND PARKING)

BLDG. SETBACKS	MIN. DIST. REQ'D.	PROVIDED
FRONT	20'-0"	20'-0"
REAR	15'-0"	18'-0"
STREET CORNER	15'-0"	-
SIDE	5'-0"	5'-0"

ASSESSOR'S PARCEL NO.:	139-34-110-024
LEGAL DESCRIPTION:	WARDIE ADD LOT: 25 AND 26, BLOCK 4, PLAT BOOK: I, PAGE 13 IN CLARK COUNTY, NEVADA
GROSS SITE AREA:	6,363.6 SF (0.16 ACRES)
NET SITE AREA:	6,363.6 SF (0.16 ACRES)

LOT COVERAGE:	ALLOWABLE	PROVIDED
	50% MAX.	34.5%
BUILDING HEIGHT:	35'-0"	35'-0"

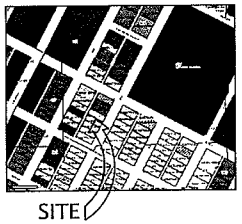
AREA SUMMARY

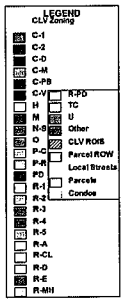
NEW CONSTRUCTION:	BLDG. SF.
1st floor = 892 SF.	3299 SF.
2nd floor =2,407 SF.	
TOTAL	3299 SF.

ON SITE PARKING

REQUIRED PARKING:	
1/ 300 SF.	3299 SF./ 300 SF. = 11
HANDICAP PARKING	
PARKING REQUIRED:	11
PARKING PROVIDED:	6
45% PARKING REDUCTION REQUIRED	
PARKING/SF. RATIO:	
PARKING/SF. RATIO:	182 SPACES/ 1,000 SF.

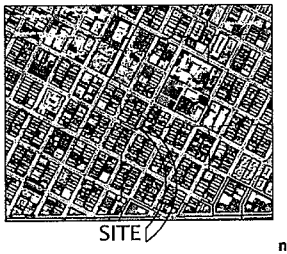
REGULAR SPACE	9'-0" x 18'-0"
COMPACT SPACE (30%)	8'-0" x 18'-0"
ACCESSIBLE SPACE (VAN)	23'-0" x 18'-0" (8'-0"/5'-0"/5'-0" x 18'-0")





north

ZONING MAP
SCALE: N.T.S.



north

VICINITY MAP
SCALE: N.T.S.

GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
SITE PLAN
SHEET A1.0
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

RECEIVED
SEP 30 2009
EOT-36227
12-02-09 CC



MONDEL PINE PINUS ELDARICA



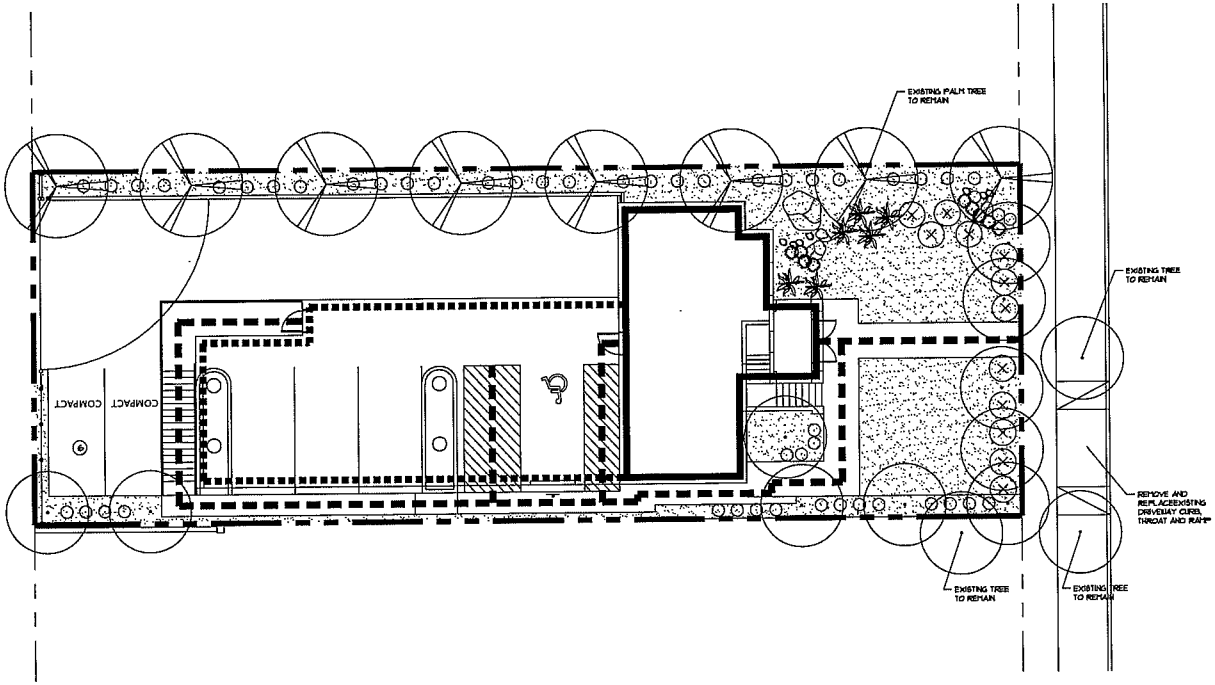
MEXICAN FAN PALM WASHINGTONIA ROBUSTA



GRAVEL MULCH MOJAVE GOLD 3/4 " MIN-NO FINES

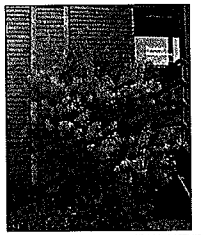


LARGE ROCKS/BOULDERS MOJAVE GOLD 2" X 4" MIN. (600 LBS MAX)



1 SITE PLAN
SCALE: 1/8" = 1'-0"

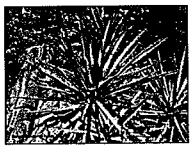
north



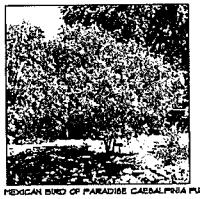
FEATHERY CASSIA SENNA ARTEMISIOIDES



GREEN CLOUD TEXAS RANGER LEUCOPHYLLUM F. 'GREEN CLOUD'



RED YUCCA HESPERALOE PARVIFOLIA



MEXICAN BIRD OF PARADISE CAESALPINIA PULCHERRIMA

PLANT MATERIALS SCHEDULE

TREES/PALMS

COMMON NAME	BOTANICAL NAME	SIZE	SPACING
MONDEL PINE	PINUS ELDARICA	24" BOX	AS SHOWN
MEXICAN FAN PALM	WASHINGTONIA ROBUSTA	15' BTH	AS SHOWN

SUGGESTIVE SHRUBS/GROUNDCOVERS

COMMON NAME	BOTANICAL NAME	SIZE	SPACING
FEATHERY CASSIA	SENNA ARTEMISIOIDES	1 GAL.	AS SHOWN
MEXICAN BIRD OF PARADISE	CAESALPINIA PULCHERRIMA	5 GAL.	AS SHOWN
RED YUCCA	HESPERALOE PARVIFOLIA	1 GAL.	AS SHOWN
GREEN CLOUD TEXAS RANGER	LEUCOPHYLLUM F. 'GREEN CLOUD'	5 GAL.	AS SHOWN

MISC.

LARGE ROCKS/BOULDERS MOJAVE GOLD 2" X 4" MIN. (600 LBS MAX)

GRAVEL RIVER BED

GRAVEL MULCH MOJAVE GOLD 3/4 " MIN-NO FINES

GMRA
George M. Rogers, Architect Architecture ■ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas Nevada

DATE: 11 July, 2007 PROPOSED LANDSCAPE PLAN
SHEET A4.0
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

EOT-36227
12-02-09 CC

RECEIVED
SEP 30 2009



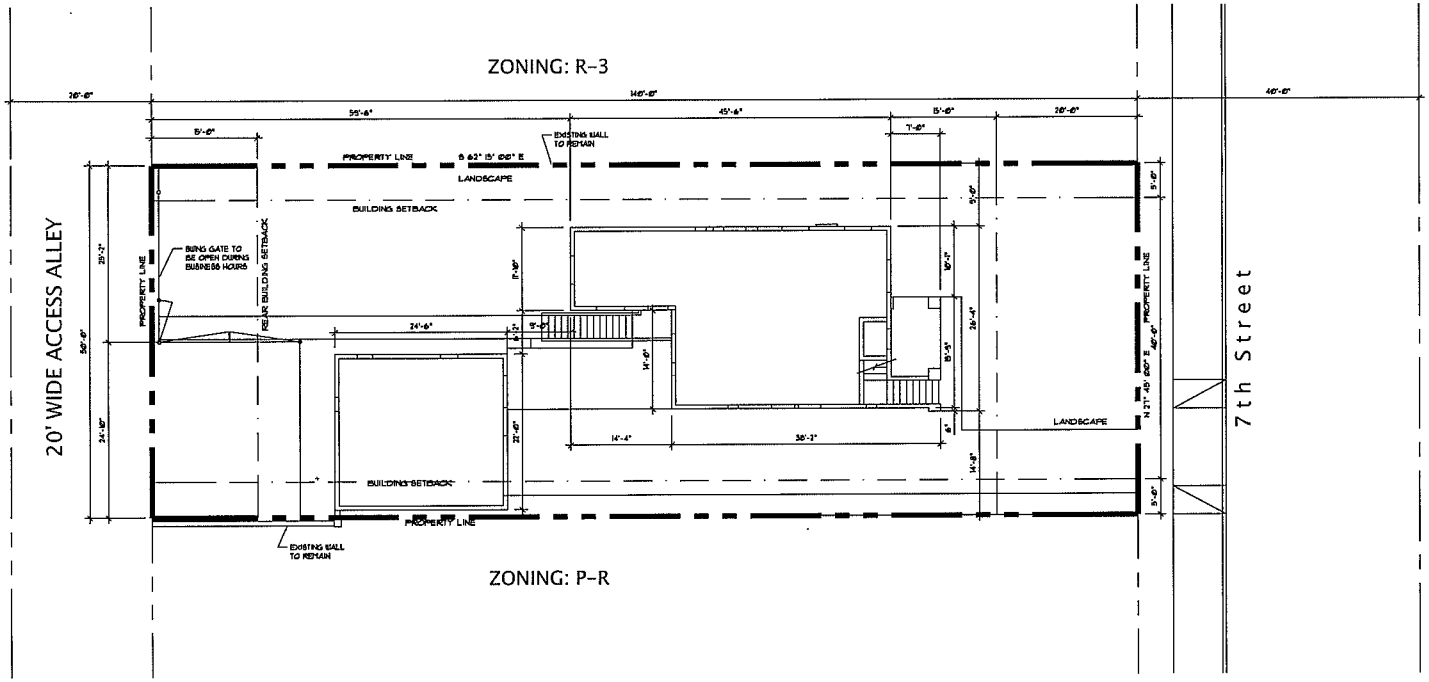
SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.



1 EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"



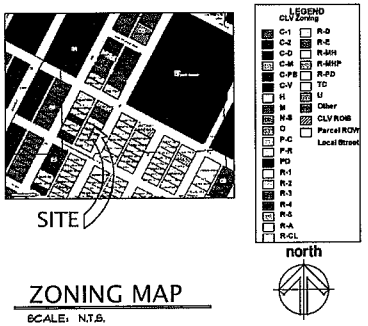
SITE IMAGE
SCALE: N.T.S.



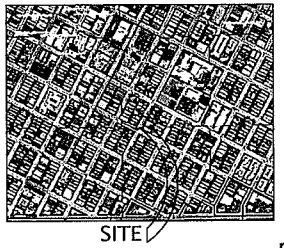
SITE IMAGE
SCALE: N.T.S.



SITE IMAGE
SCALE: N.T.S.



ZONING MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

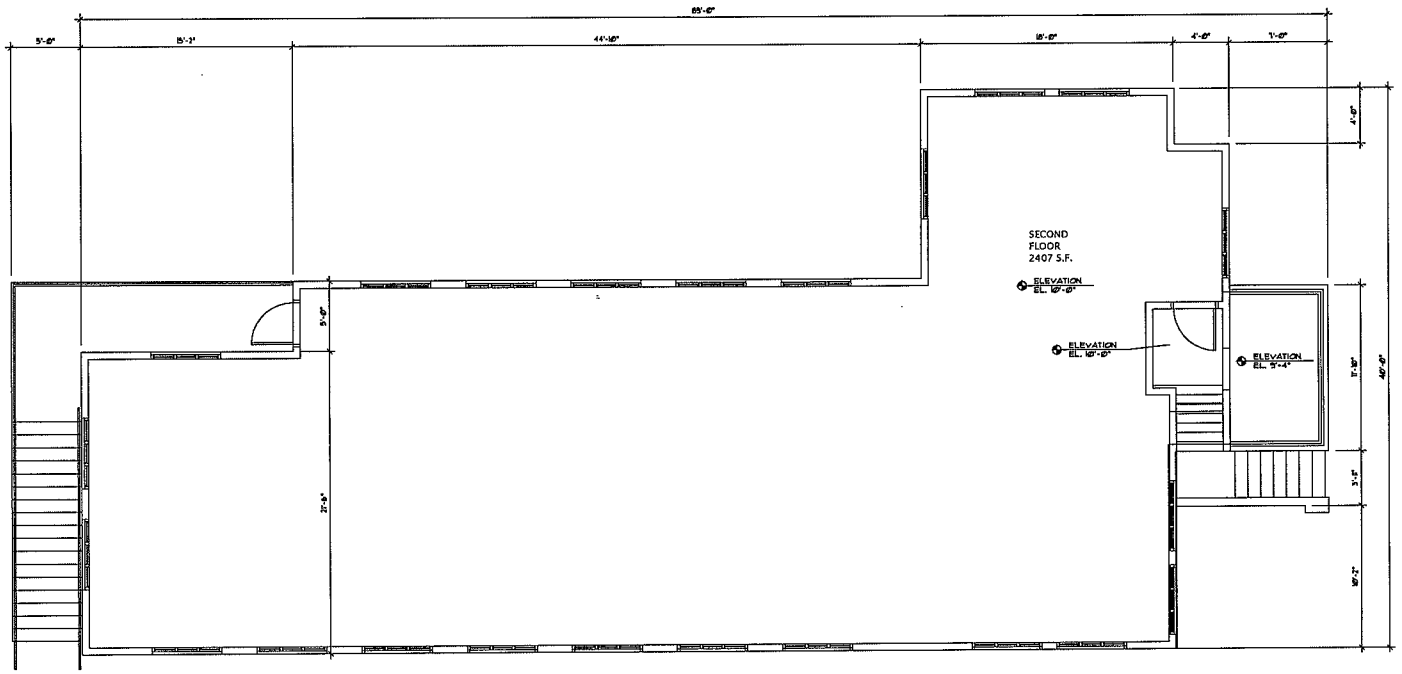
GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

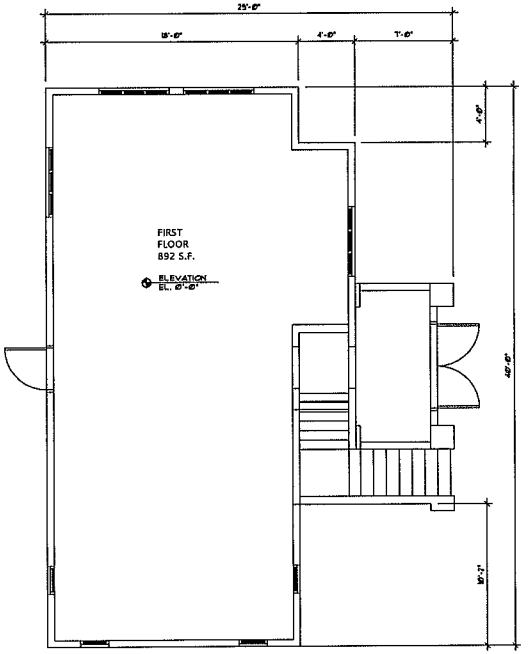
EOT-36227
12-02-09 CC

RECEIVED
SEP 30 2009



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

07-428 (CITY OF LAS VEGAS)

PROPERTY ADDRESS:	514 SOUTH 7TH STREET LAS VEGAS, NV 89101
JURISDICTIONAL AGENCY:	LAS VEGAS (TITLE 19)
CURRENT ZONING:	R-1 (SINGLE FAMILY RESIDENTIAL)
DESIRED ZONING:	P-R (PROFESSIONAL OFFICE AND PARKING)

OCCUPANCY GROUP: B	AREA	OCC. LOAD FACTOR	NUMBER OF OCC.	NUMBER OF EXITS REQ'D	NUMBER OF EXITS PROVIDED
FIRST FLOOR	892 S.F.	100 (BUSINESS)	10	1	2
SECOND FLOOR	2407 S.F.	100 (BUSINESS)	25	1	2

GMRA
George M. Rogers, Architect
Architecture ■ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

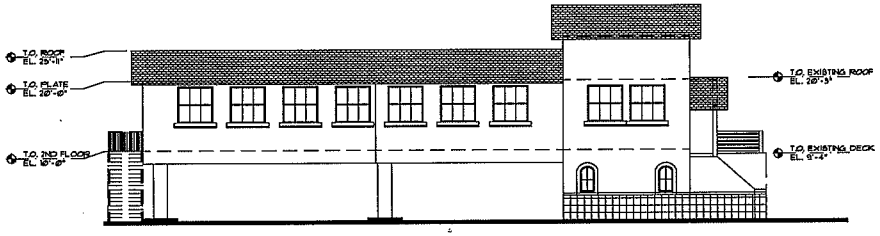
DATE: 11 July, 2007

JOB NO.: 07-428

OWNER/DEVELOPER: Wayward Properties

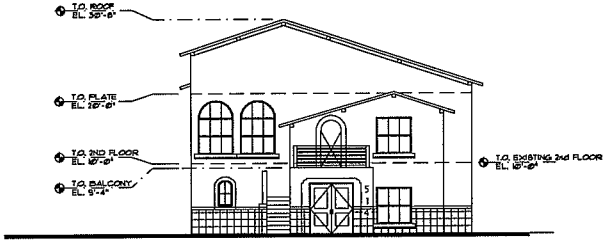
RECEIVED
SEP 30 2009

EOT-36227
12-02-09 CC



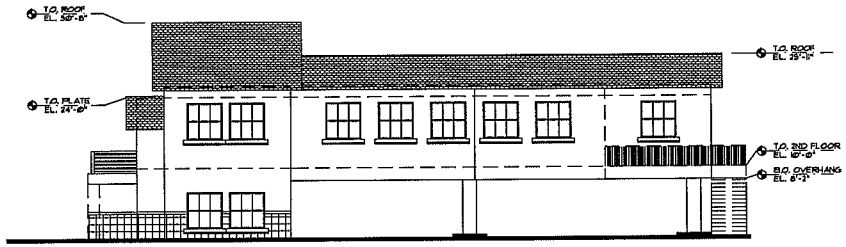
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

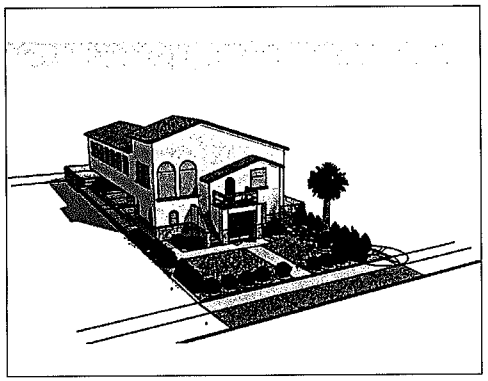
GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

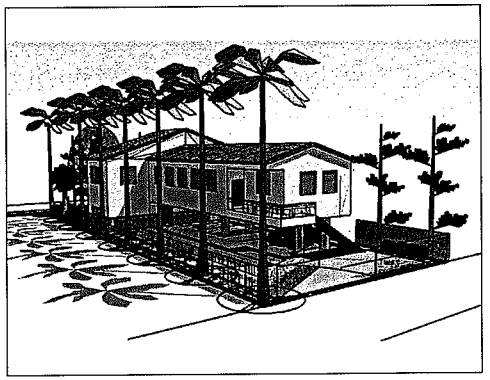
DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

RECEIVED
SEP 30 2009

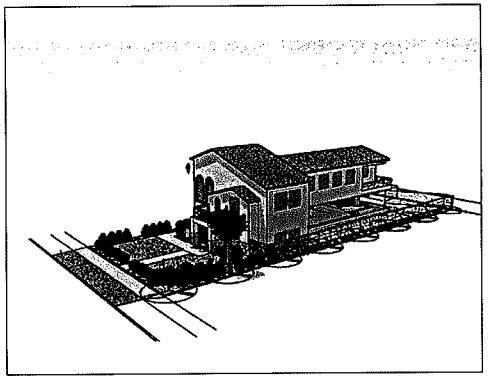
EOT-36227
12-02-09 CC



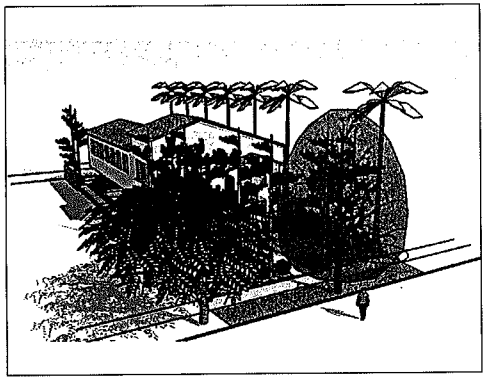
2 SOUTHEAST VIEW W/O TREES
SCALE: N.T.S.



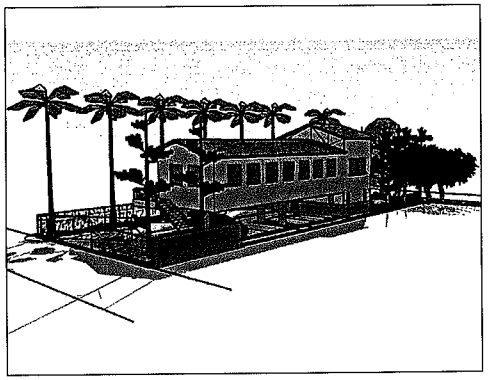
4 NORTHWEST VIEW W/ TREES
SCALE: N.T.S.



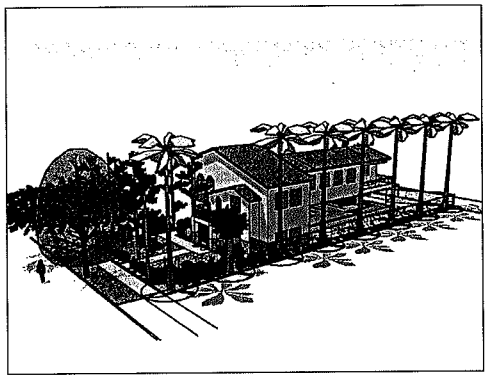
6 NORTHEAST VIEW W/O TREES
SCALE: N.T.S.



1 SOUTHEAST VIEW W/ TREES
SCALE: N.T.S.



3 SOUTHWEST VIEW W/ TREES
SCALE: N.T.S.



5 NORTHEAST VIEW W/ TREES
SCALE: N.T.S.

GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

514 South 7th Street
Las Vegas, Nevada

DATE: 11 July, 2007
JOB NO.: 07-428
OWNER/DEVELOPER: Wayward Properties

RECEIVED
SEP 30 2009

EOT-36227
12-02-09 CC

GMRA

George M. Rogers, Architect
Architecture ■ Interiors

6325 S. Jones Boulevard, Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

September 30, 2009

City of Las Vegas Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

re: Extension of Time applications for VAR-18924, SDR-18925 and VAR-19609
APN 139-34-710-024

To Whom It May Concern,

These applications for extension of time are requested for the above referenced Site Development Plan Review and associated Variances. The conditions at the site and adjacent to the site have not materially changed; however, the recent economic conditions have made the project development challenging. It is for these reasons that we respectfully request an extension of time.

Very truly yours,

George Rogers, AIA

EOT-36227
12-02-09 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 19, 2007

RECEIVED
OCT 24 2007
GMRA

Mr. Bradley Hofland, President
Wayward Properties, Inc.
4495 South Pecos Road, Suite A
Las Vegas, Nevada 89121

RE: SDR-18925 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF OCTOBER 17, 2007
RELATED TO ZON-18923, VAR-18924 AND VAR-19609

Dear Mr. Hofland:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for a Site Development Plan Review FOR A TWO-STORY, 3,218 SQUARE FOOT PROFESSIONAL OFFICE BUILDING WITH WAIVERS TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTHS OF FOUR FEET ON THE NORTH AND ZERO FEET ON SOUTH PROPERTY LINES WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.16 acres at 514 South Seventh Street (APN 139-34-710-024), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)]. NOTE: THIS APPLICATION HAS BEEN AMENDED FROM 3,025 SQUARE FEET TO 3,299 SQUARE FEET. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-18923), Variance (VAR-18924), and Variance (VAR-19609) if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan and building elevations date stamped 07/12/07, except as amended by conditions herein.

4. A Waiver from Title 19.12.040A is hereby approved, to allow a perimeter landscape buffer width of four feet on the north and zero feet on south property lines where five feet is the minimum required.

5. An exception from Title 19.10.010 (J11) Parking, Loading, and Traffic Standards is hereby approved, to allow zero parking lot fingers where two parking lot fingers are required.

EOT-36227
12-02-09 CC

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures, subject to the requirements of the Fire Marshal.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

15. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-18923 and all other subsequent site-related actions.

EOT-36227
12-02-09 CC

16. Coordinate with the City Surveyor regarding recordation of a Reversionary Map for this site; comply with the recommendations of the City Surveyor.

17. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

18. Landscape and maintain all unimproved rights-of-way, if any, on Seventh Street adjacent to this site.

19. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Seventh Street public right-of-way adjacent to this site prior to occupancy of this site.

20. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Rogers
6325 South Jones Boulevard, Suite #100
Las Vegas, Nevada 89118

EOT-36227
12-02-09 CC

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

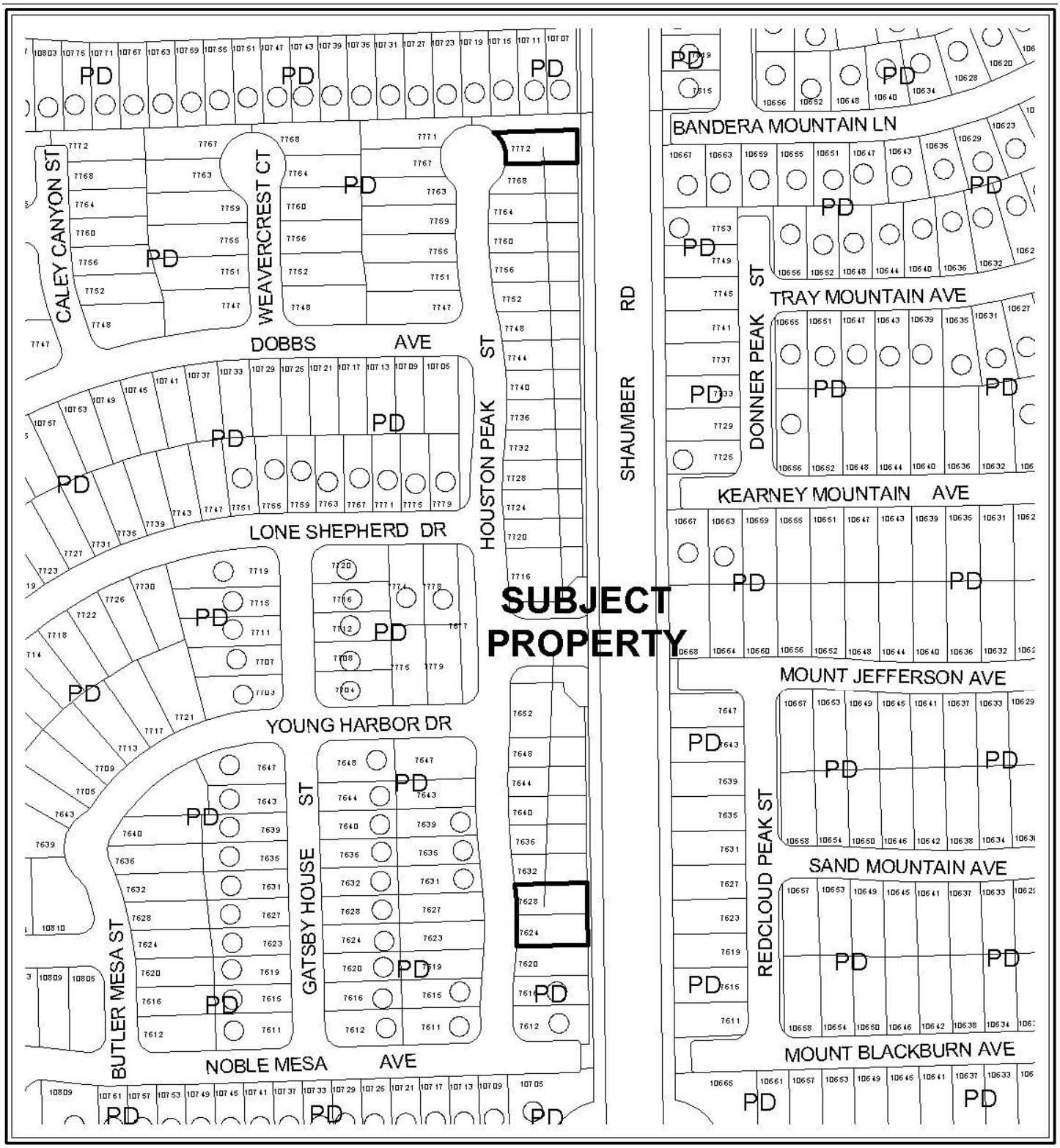
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36105 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BEAZER HOMES HOLDING CORPORATION, LLC - Request for an Extension of Time of a previously approved Variance (VAR-9078) TO ALLOW A 13-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM REQUIRED ON THREE PROPOSED LOTS WITHIN AN APPROVED 313-LOT RESIDENTIAL DEVELOPMENT on 0.24 acres adjacent to the northeast corner of Farm Road and Puli Road (APN 126-13-212-007, 008 and 181), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Planning Commission Action Letter for VAR-9078
6. Planning Commission Action Letter for EOT-25199



0 200 400 Feet

CASE: **EOT-36105**

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) ZONE [ML (MEDIUM-LOW DENSITY RESIDENTIAL) CLIFF'S EDGE SPECIAL LAND USE DESIGNATION]

N



0 200 400 Feet

CASE: **EOT-36105**

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) ZONE [ML (MEDIUM-LOW DENSITY RESIDENTIAL) CLIFF'S EDGE SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36105 - APPLICANT/OWNER: BEAZER HOMES HOLDING CORPORATION, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Variance (VAR-9078).

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a previously approved Variance (VAR-9078), which allowed a 13-foot rear yard setback where 15 feet is the minimum required on three undeveloped lots of a 313-lot single-family residential development on 40.52 acres. This development is generally located on the northeast corner of Farm Road and Puli Road. This request for an Extension of Time will facilitate the completion of an approved Planned Development; therefore, staff recommends approval of this request. If denied the Variance approval would expire.

Issues:

- There have been no notable changes to the surrounding land uses since the Variance was originally approved with the exception of new home construction within the subject development.
- This is the second Extension of Time of an approved Variance (VAR-9078), which was approved by Planning Commission on 10/20/05.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
A change of ownership has not occurred on the subject site.	
02/06/02	The City Council approved an Annexation (A-0026-01) of 95 acres in the northern portion of the Cliff's Edge Master Plan area, south of Grand Teton Drive. The effective date of the Annexation was 02/15/02. The Planning Commission and staff recommended approval of the request.
02/06/02	The City Council approved an Annexation (A-0028-01) of 10 acres in the northern portion of the Master Plan area, south of Grand Teton Drive. The effective date of the Annexation was 02/15/02. The Planning Commission and staff recommended approval of the request.
06/19/02	The City Council approved an Annexation (A-0027-01) of five acres in the northern portion of the Cliff's Edge Master Plan area, south of Grand Teton Drive. The effective date of the Annexation was 06/28/02. The Planning Commission and staff recommended approval of the request.
01/08/03	The City Council approved an Annexation (A-0032-02) of five acres in the northern portion of the Cliff's Edge Master Plan area, south of Grand Teton Drive. The effective date of the Annexation was 01/17/03. The Planning Commission and staff recommended approval of the request.

02/05/03	The City Council approved an Annexation (A-0035-02) of 1056 acres in the area bounded by Hualapai Way to the east, Grand Teton Drive to the north, Puli Road to the west and Centennial Parkway and the Beltway alignment to the south. The effective date of the Annexation was 02/14/03. The Planning Commission and staff recommended approval of the request.
04/16/03	The City Council approved a Rezoning (ZON-1520) of 297.50 acres adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development). The Planning Commission and staff recommended approval of the request.
07/16/03	The City Council approved a Rezoning (ZON-2184) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 704 acres, which included 21 separate parcels within the Cliff's Edge area, and approved amendments to the Cliff's Edge Master Development Plan. The Planning Commission and staff recommended approval of the request.
12/04/03	Planning and Development staff approved a Minor Modification (MOD-3189) to the Cliff's Edge Master Development Plan and Design Guidelines.
12/17/03	The City Council approved an Annexation (ANX-3087) of 27.50 acres within the Cliff's Edge Master Development Plan area. The effective date of the Annexation was 12/26/03. The Planning Commission and staff recommended approval of the request.
02/18/04	The City Council approved a request for a Rezoning (ZON-3241) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 90 acres covering 20 separate parcels within the Cliff's Edge Master Development Plan area. The Planning Commission and staff recommended approval of the request.
02/18/04	The City Council approved a Development Agreement between the City of Las Vegas and Cliff's Edge, LLC, for the Cliff's Edge Master Planned Community. The Planning Commission and staff recommended approval of the request.
03/11/04	The Planning Commission approved a Tentative Map (TMP-3798) on 922.96 acres for a 35-lot mixed-use subdivision. The map is known as Cliff's Edge. Staff recommended approval of the request.
05/05/04	The City Council approved a Major Modification (MOD-3955) to the Cliff's Edge Master Development Plan to change the land use designations: Village Commercial to Medium Low Density Residential and Medium Residential; Medium Residential to Residential Small Lot; and to Medium Low Density Residential. The Modification also included changes to Section 6.2.3 regarding retaining walls; and to modify Table 1 (Section 2.2) to reflect changes to the land use categories on 40 acres within the Cliff's Edge Master Development Plan area. The Planning Commission and staff recommended approval of the request.

06/24/04	The Planning Commission approved a Tentative Map (TMP-4431) for a 313-lot single-family residential subdivision on 40.52 acres adjacent to the north side of Farm Road, between Puli Road and Shaumber Road. Staff recommended approval of the request.
10/20/05	The Planning Commission approved a Variance (VAR-9078) to allow a 13-foot rear yard setback where 15 is the minimum required on three lots on 40.52 acres adjacent to the northwest corner of Farm Road and Puli Road. Staff recommended approval of the request.
11/16/05	The City Council approved a Major Modification (MOD-9174) to the Cliff's Edge Master Development Plan and Design Guidelines to establish standards to establish standards for rear loaded residential small lot housing products and to add Section 3.2.5B to the Design Guidelines on 1,156 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. The Planning Commission and staff recommended approval of the request.
12/06/07	The Planning Commission approved an Extension of Time (EOT-25199) of an approved Variance (VAR-9078) to allow a 13-foot rear yard setback where 15 feet is the minimum required for three proposed lots within a 313 lot residential subdivision on 40.52 acres adjacent to the north side of Farm Road, between Puli Road and Shaumber Road. Staff recommended approval of the request.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #8/bts).
Related Building Permits/Business Licenses	
There are no Building Permits or Business Licenses related to the request.	
Pre-Application Meeting	
A pre-application meeting is not required for this request, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	
Field Check	
09/01/09	A field check was completed by Planning and Development staff on the indicated date. The following items were noted on the subject site: • Staff identified the three existing undeveloped parcels within the existing development.

Details of Application Request	
Site Area	
Net Acres	40.52 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	PCD (Planned Community)	PD (Planned Development)
North	Undeveloped and Single-Family Dwellings	PCD (Planned Community)	PD (Planned Development)
South	Undeveloped and Single-Family Dwellings	PCD (Planned Community)	PD (Planned Development)
East	Undeveloped and Single-Family Dwellings	PCD (Planned Community)	PD (Planned Development)
West	Undeveloped and Single-Family Dwellings	PCD (Planned Community)	PD (Planned Development)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Cliff's Edge Master Development Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
PD Planned Development District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time for the subject Variance (VAR-9078), which was approved by the Planning Commission on 10/20/05. The original request was to allow a 13-foot rear yard setback where 15 feet is the minimum required for three proposed lots within a 313 lot residential subdivision. The applicant indicates that additional time is needed in-order for the subject lots to be developed.

FINDINGS

The subject site remains in a similar condition as to the original approval. There have been no notable changes to the surrounding land uses since the Variance was originally approved with the exception of new home construction within the subject development. Approval of this request will allow the applicant additional time to construct the single-family homes on the indicated lots and build out the existing development. Staff has no objection to this request for an Extension of Time.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

vtn nevada
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

9/17/2009
W.O. 6303-A-10

City of Las Vegas Planning & Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101

RE: JUSTIFICATION for Extension of time Variance VAR-9078 (APN 126-13-212-007, 008 & 181)
Beazer @ Cliffs Edge Pod 205 - FMP-10705 - Recorded 6/19/06 book 132 page 3
306 Residential Development - Located N. of Farm Rd / E. of Puli Rd

On behalf of our client, Beazer Homes, VTN Nevada respectfully submits this letter and application for the Extension of Time for the above Variance. The approved variance is to allow a 13-foot rear-yard set back where a 15-foot minimum rear yard setback is required.

This variance was approved on three lots, tentatively mapped and approved as VAR-9078. These particular lots have since been subject to renumbering as recorded on a Final Map (see above for recording information) as lots 7, 8 & 181. It is clear the planning staff's intent and the Planning Commission's approval indicate that only these three lots in their specific area be granted relief (see condition #3, VAR-9078), not withstanding what lot number they eventually recorded as. We wanted to make clear for the record and the benefit of future plans check that the only the three approved lots in the location they were approved in are subject to the approved variance (please see the detailed plot plans originally submitted with VAR-9078).

These three lots are a part of a later phase within the project. Due to the economic conditions these homes have not been constructed yet. We are requesting a 2 year extension on this application.

We appreciate your consideration of this request. Should you have any questions or concerns please contact me.

Sincerely,

VTN NEVADA

Kathy Dancho

Kathy Dancho
Project Coordinator

RECEIVED
SEP 21 2009

EOT-36105
11/05/09 PC

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7550 FAX: 362-2597

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-36105 APN: 126-13-212-007, 008, 181

Name of Property Owner: Beazer Homes Holdings Corp.

Name of Applicant: Beazer Homes

Name of Representative: Bill june

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: _____

W.A.JUNE
DIVISION PRESIDENT
BEAZER HOMES-LAS VEGAS
MOUNTAIN CENTRAL REGION

Print Name: W.A. June

Subscribed and sworn before me William A. June,

This 18th day of September, 2009

_____
Notary Public in and for said County and State

GWEN SCOTT
NOTARY PUBLIC
STATE OF NEVADA - COUNTY OF CLARK
Date Appointment Exp: OCT. 11, 2011
Certificate No: 07-5166-1

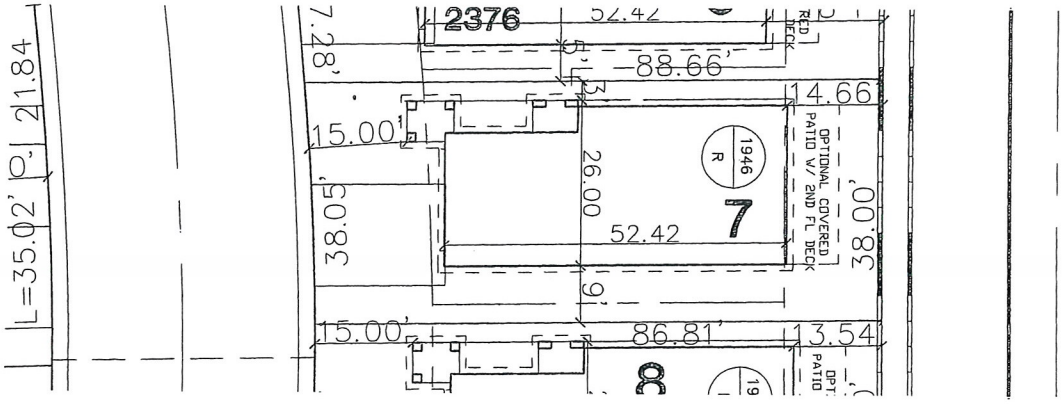
APPLICATION / PLOT PLAN FOR REPETITIVE TRACT PERMITS

ADDRESS: _____ PARCEL NO: _____

REC. SUBDIV: _____ ZONE: _____

PLAN CHECK: _____ LOT: ____ BLOCK: ___ BOOK: ___ PAGE: __

APPROVAL FOR: SFD ☐ PATIO COVER ☐ BALCONY ☐ ONLY



RECEIVED

SEP 21 2009

SCALE: 30

CONTRACTOR/AGENT/OWNER DATE STATE LICENSE NO. CITY LICENSE NO.

CONTACT NAME _____ PHONE NO. _____ FAX NO. _____

CONDITIONS _____

PLANNING DEPARTMENT DATE BUILDING DEPARTMENT DATE

LAND DEVELOPMENT DATE

I hereby certify that I have reviewed this application and the proposed pl and have found that the proposed development meets the requirements the City of Las Vegas Flood Hazard Reduction Ordinance for the issuance of This Development Permit.

EOT-36105
11/05/09 PC

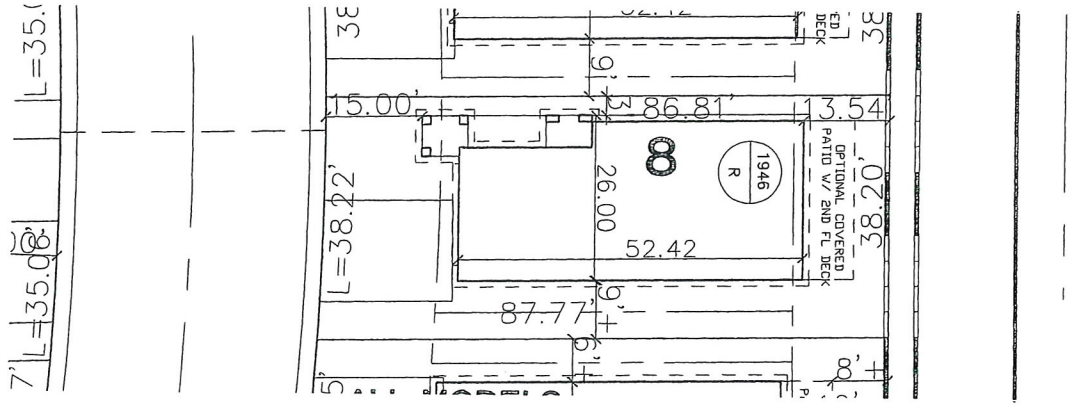
APPLICATION / PLOT PLAN FOR REPETITIVE TRACT PERMITS

ADDRESS: _____ PARCEL NO: _____

REC. SUBDIV: _____ ZONE: _____

PLAN CHECK: _____ LOT: ____ BLOCK: ___ BOOK: ___ PAGE: __

APPROVAL FOR: SFD ☐ PATIO COVER ☐ BALCONY ☐ ONLY



RECEIVED

SEP 21 2009

SCALE: 30

CONTRACTOR/AGENT/OWNER DATE STATE LICENSE NO. CITY LICENSE NO.

CONTACT NAME _____ PHONE NO. _____ FAX NO. _____

CONDITIONS _____

PLANNING DEPARTMENT DATE BUILDING DEPARTMENT DATE

LAND DEVELOPMENT DATE

I hereby certify that I have reviewed this application and the proposed pl and have found that the proposed development meets the requirements the City of Las Vegas Flood Hazard Reduction Ordinance for the issuance of This Development Permit.

EOT-36105
11/05/09 PC

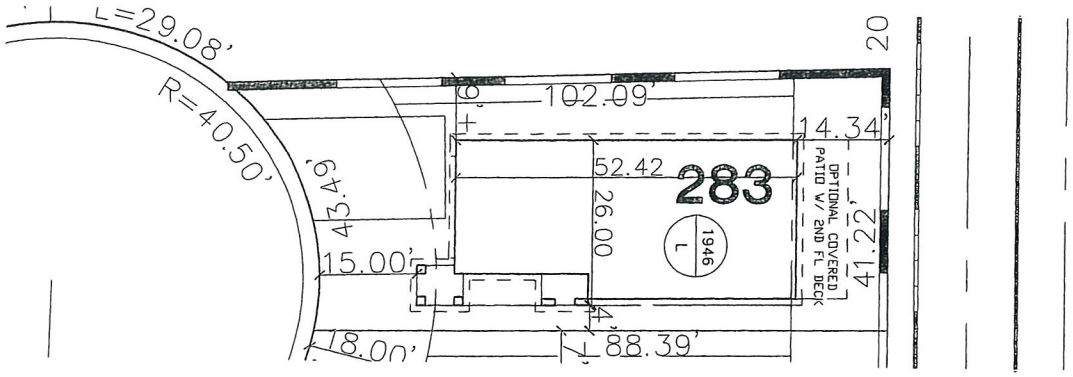
APPLICATION / PLOT PLAN FOR REPETITIVE TRACT PERMITS

ADDRESS: _____ PARCEL NO: _____

REC. SUBDIV: _____ ZONE: _____

PLAN CHECK: _____ LOT: ____ BLOCK: ___ BOOK: ___ PAGE: ___

APPROVAL FOR: SFD ☐ PATIO COVER ☐ BALCONY ☐ ONLY



RECEIVED

SEP 21 2009

SCALE: 30

CONTRACTOR/AGENT/OWNER DATE STATE LICENSE NO. CITY LICENSE NO.

CONTACT NAME _____ PHONE NO. _____ FAX NO. _____

CONDITIONS _____

PLANNING DEPARTMENT DATE BUILDING DEPARTMENT DATE

LAND DEVELOPMENT DATE

I hereby certify that I have reviewed this application and the proposed pl and have found that the proposed development meets the requirements the City of Las Vegas Flood Hazard Reduction Ordinance for the issuance of This Development Permit.

EOT-36105
11/05/09 PC

ROSABELLA @ SARATOGA HIGHLANDS

PLAN 1792

Beazer Homes

4670 S. FORT APACHE STREET SUITE 200
LAS VEGAS, NEVADA 89147 (702)837-2100

GENERAL NOTES

1 ALL PLANS ARE GENERATED WITH THE AID OF COMPUTER AIDED DRAFTING SYSTEM.
2 DIMENSIONS AND NOTATIONS ON PLANS HAVE PREFERENCE OVER GRAPHIC DEPICTIONS AND SHOULD BE UTILIZED TO SETTLE ANY DISCREPANCIES – ANY DISCREPANCIES FOUND SHOULD BE FORWARDED TO THE PLANNING AND DESIGN DEPARTMENT OF BEAZER HOMES, INC.
3 PLANS ARE GENERATED FROM A COMMON GRAPHIC DATA-BASE WITH MODIFICATIONS AS REQUIRED TO ADAPT PLANS TO LOCAL BUILDING CONDITIONS AND SPECS FOR EACH LOCALITY.

4 PLANS ON 11x17 SIZE PAPER ARE ONE HALF NOTED SCALE.

TABLE OF CONTENTS	
SHEET	CONTENT
CS-1.0	COVER SHEET
S-1.0	SLAB FOUNDATION PLAN
A-1.0	FIRST AND SECOND FLOOR PLANS
A-1.1	FLOOR PLAN OPTIONS
A-2.0	ELEVATION "A"
A-2.1	ELEVATION "B"
A-2.2	ELEVATION "C"
A-2.3	ELEVATION "D"
A-2.4	ELEVATION W/COVERED PATIO & DECK
A-2.5	ELEVATION W/OPTION MEDIA NICHE
A-3.0	BUILDING SECTION
A-4.0	INTERIOR DETAILS
CD-1	ARCHITECTURAL DETAILS
CD-2	ARCHITECTURAL DETAILS
CD-3	ARCHITECTURAL DETAILS
CD-4	ARCHITECTURAL DETAILS
CD-5	EFL DETAILS
M-1.0	MECHANICAL PLAN
M-1.1	MECHANICAL PLAN OPTIONS
P-1.0	PLUMBING PLAN
E-1.0	ELECTRICAL SPECIFICATIONS
E-2.0	FIRST & SECOND FLOOR ELECTRICAL PLANS
E-3.0	ELECTRICAL PLAN OPTIONS

GENERAL CONSTRUCTION SPECIFICATIONS

1. PLANS ARE DESIGNED TO MEET THE 2003 IRC BUILDING CODE, LATEST EDITION AS ISSUED BY THE STATE OF NEVADA, WITH MODIFICATIONS AND AMENDMENTS AS REQUIRED TO MEET LOCAL BUILDING CODES FOR EACH APPLICABLE JURISDICTION.
2. PLANS SHALL COMPLY WITH THE 2003 IRC, IBC, UMC, UPC, 2002 NEC AND 1992 MEC AS AMENDED BY CLARK COUNTY.
3. PRESUMPTIVE SOIL PRESSURE IS 2000 LBS/SF.
4. ALL HOUSE SLABS TO BE 3000 PSI CONCRETE MINIMUM AND ALL GARAGE SLABS TO BE 3000 PSI CONCRETE MINIMUM UNLESS NOTED OTHERWISE.
5. TYPICAL FOUNDATION CONSTRUCTION DETAILS ARE SHOWN ON RESPECTIVE FOUNDATION PLANS (INCLUDING ENGINEERING PLANS) AND TYPICAL WALL SECTION DETAIL SHEETS GENERATED FOR EACH DRAWING SET.
6. TEMPERED GLASS SHALL COMPLY TO IRC 308.4.
7. HOUSE CONSTRUCTION IS TYPICAL 2x4 STUDS AT 16" O.C. AT ALL EXTERIOR WALL UNLESS OTHERWISE NOTED. ALL INTERIOR BEARING WALLS TO BE CONSTRUCTED WITH 2x4 STUDS AT 16" O.C. ALL INTERIOR NON-LOAD BEARING WALLS TO BE 2x4 STUDS AT 24" O.C. WALLS THAT ARE TO BE BALLOON FRAMED OR CONSTRUCTED WITH 2x6 STUDS WILL BE NOTED AS SUCH.
8. ALL CONSTRUCTION SPECIFICATIONS NOT COVERED IN THIS SHEET, OR IN PLAN SETS AND GENERAL SPECIFICATIONS, ARE TO MEET ALL APPLICABLE STATE AND LOCAL BUILDING CODES.
9. THE INTERIOR OF THE BUILDING SHALL BE SEPARATED FROM FOAM PLASTIC INSULATION BY AN APPROVED THERMAL BARRIER (IRC R318.1.)
10. PROVIDE A WEEP SCREED PLACED A MINIMUM OF 4 INCHES ABOVE THE EARTH OR 2 INCHES ABOVED PAVED AREAS (R703.6.2.1.)
11. WHEN GYPSUM BOARD IS USED AS A BASE FOR TILE OR WALL PANELS FOR TUB, SHOWER, OR WATER CLOSET COMPARTMENT WALLS , WATER-RESISTANT GYPSUM BACKING BOARD SHALL BE USED (R702.4.2.)
12. BUILDINGS HAVING FLOORS OF WOOD FRAME CONSTRUCTION: DRAFT STOP THE AREA BETWEEN THE CEILING AND FLOOR ABOVE SO THAT NO CONCEALED SPACE EXCEEDS 1,000 SF, AND NO HORIZONTAL DIMENSION EXCEEDS 60 LF. (R502.12.)
13. FIRE BLOCKING SHALL COMPLY WITH IRC R602.8.
14. OCCUPANCY TO BE SINGLE FAMILY DWELLING.
15. PLEASE SEE SHEET CD-4 FOR EFL DETAILS. USE AT ALL AREAS APPLICABLE SUPERSEDING ANY OTHER DETAILS INFORMATION.

CONTRACTOR

These plans are prepared and submitted by the contractor as an exemption to NRS 623.330 for work under contractor license category authorized under NRS 624.

BEAZER HOMES — Company Name
0040894 — Contractor License Number
BEAZER HOMES — Plans Prepared By
(Please Print) Contractor Representative OR Master or LT U Plumbing-Electrical and Number
Signature

CLIFF'S EDGE 6303

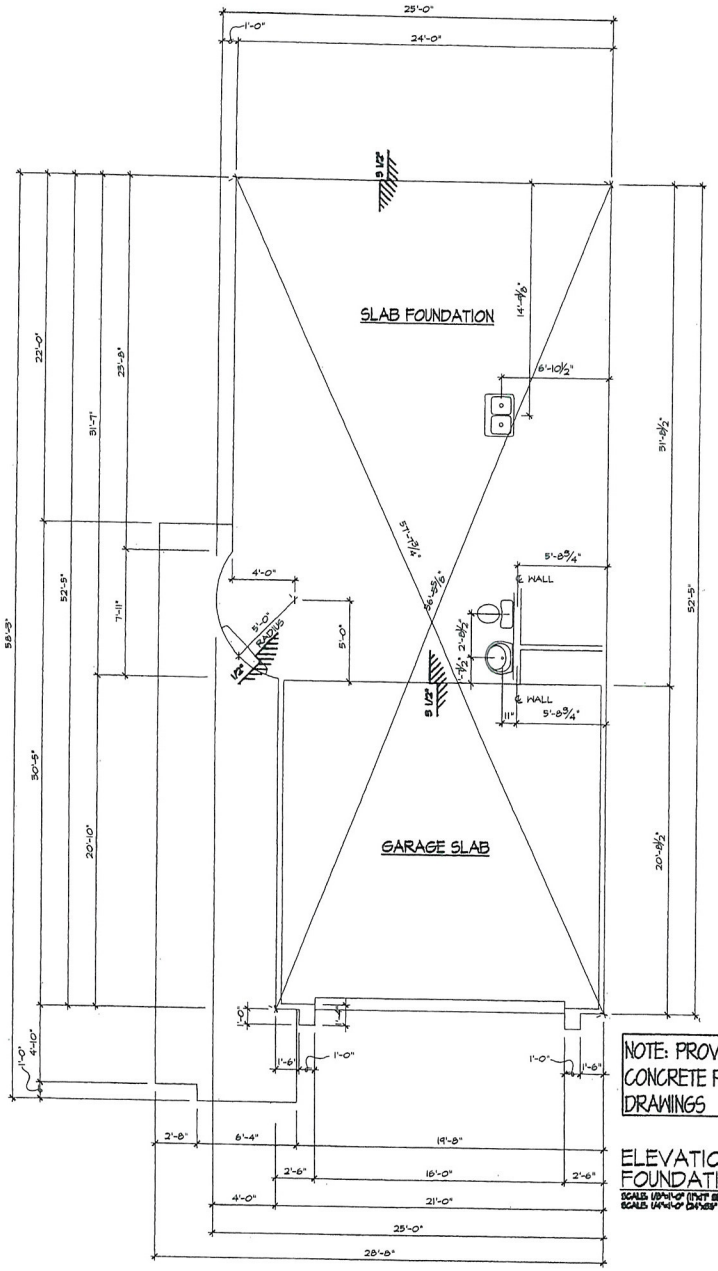
COVER SHEET PLAN 1792

CS-1.0

EOT-36105
11/05/09 PC

RECEIVED
SEP 21 2009

C:\DOCUME~1\mstm\LOCALS~1\Temp\1792 Floor Plans.dwg, 7/13/2005 10:28:03 AM, mstm, TD5020500ND.pc3, 1:0.912901



NOTE: PROVIDE FOOTINGS AND CONCRETE PER ENGINEERING DRAWINGS

ELEVATION A, B, & C
FOUNDATION PLAN
SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

CONTRACTOR

These plans are prepared and submitted by the contractor as an exemption to NRS 623.330 for work under contractor license catergory authorized under NRS 624.

BEAZER HOMES Company Name	(Please Print) Contractor Representative OR Master or Q.I. if Plumbing-Electrical and Number
0042664 Contractor License Number	
BEAZER HOMES Plans Prepared By	Signature

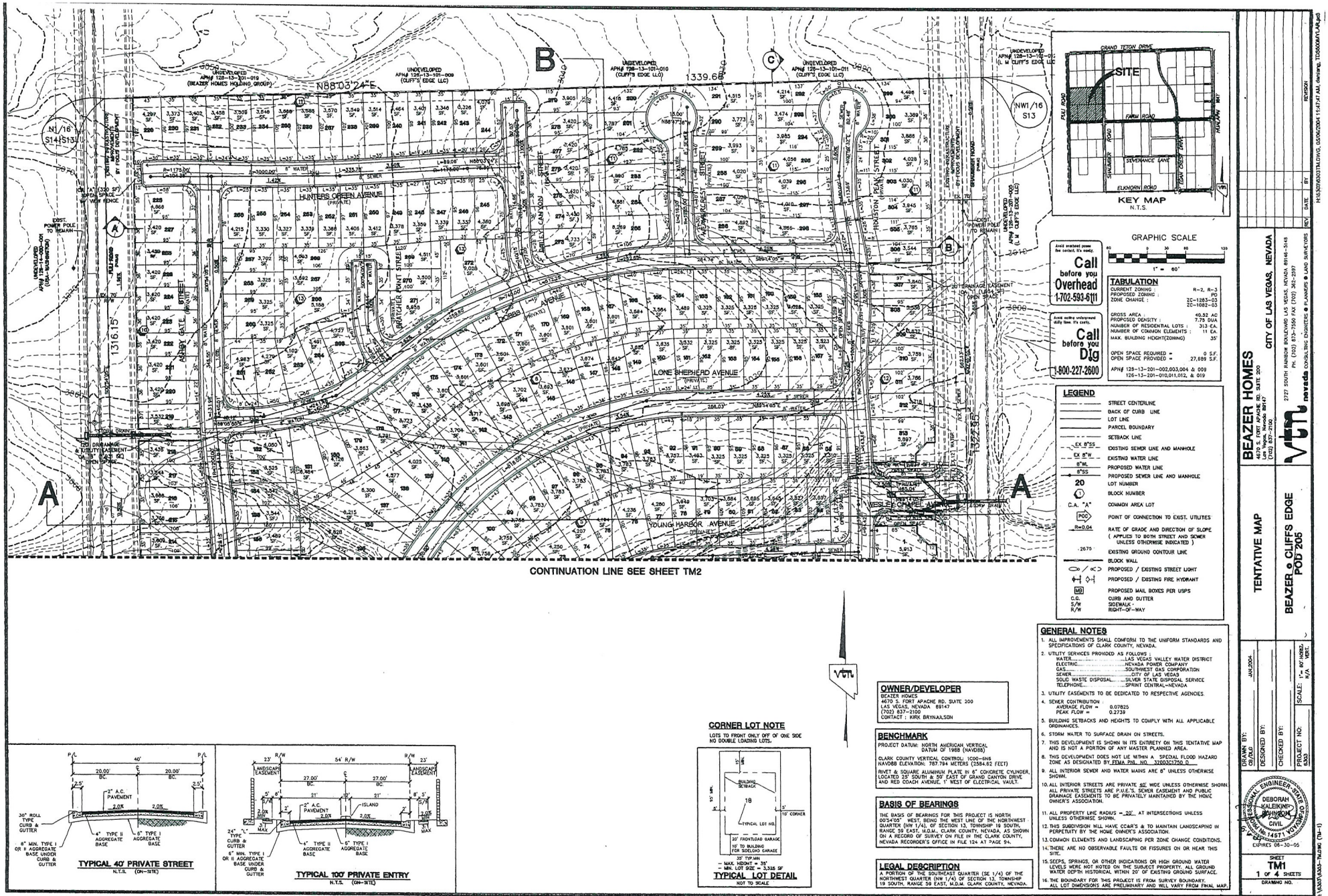
FOUNDATION PLAN
PLAN 1702

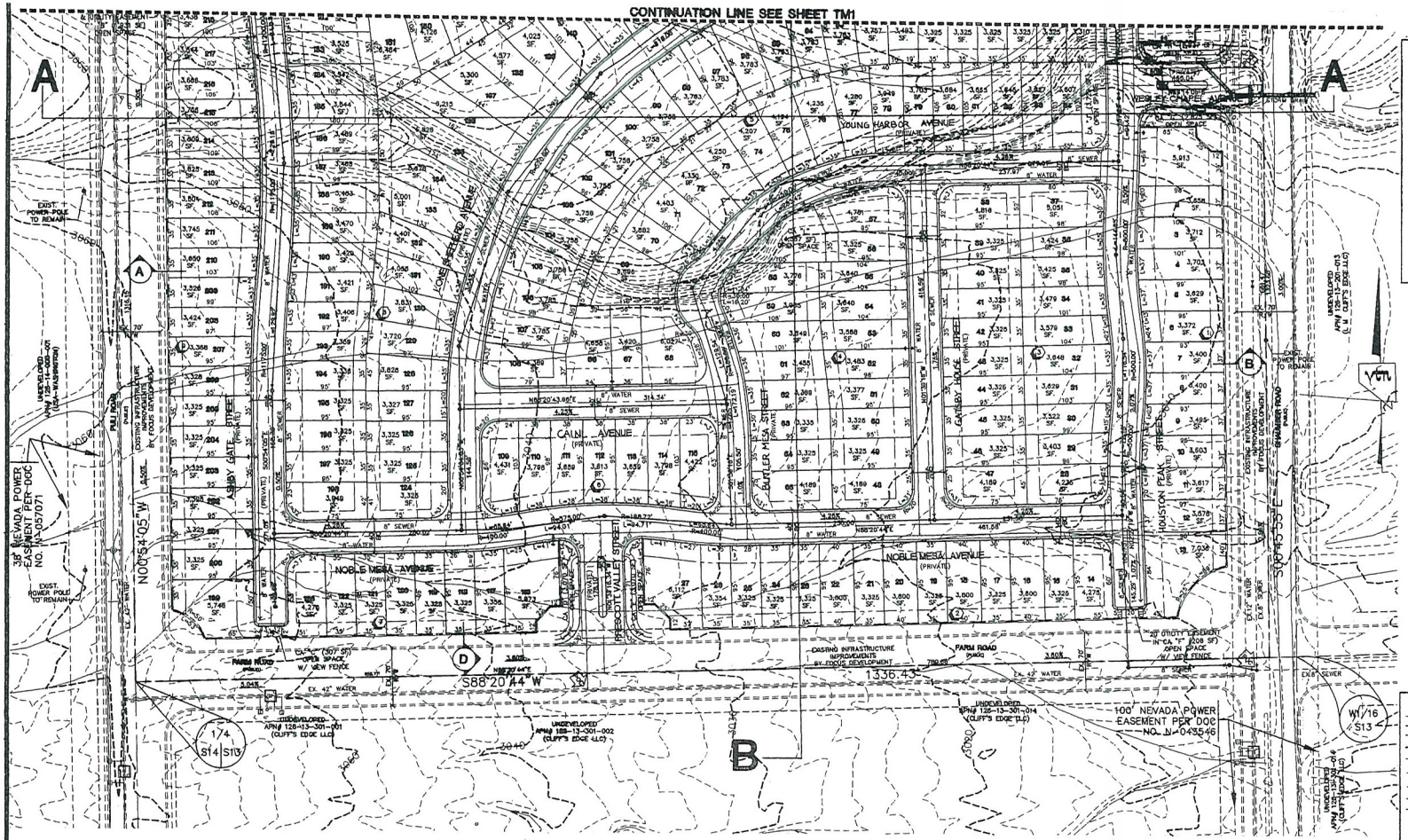
S-1.0

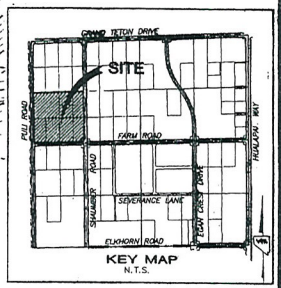
EOT-36105
11/05/09 PC

RECEIVED
SEP 21 2009

C:\DOCUME~1\mattm\VTM\LOCALS~1\Temp\1792 Floor Plans.dwg, 7/13/2005 10:29:38 AM, mattm, TDS6000ONO.pc3, 1:0.912901


B
C
A
A
N88°03'24"E
1339.68'
1316.15'
HUNTERS GREEN AVENUE
(PRIVATE)
LONE SHEPHERD AVENUE
(PRIVATE)
YOUNG HARBOR AVENUE
(PRIVATE)
WESLEY CHAPEL AVENUE
(PRIVATE)
CORRY GATE STREET
(PRIVATE)
HOUSTON PEAK STREET
(PRIVATE)
SHUTCHER POINT STREET
(PRIVATE)
BARLEY CANYON STREET
(PRIVATE)
DOBBS AVENUE
(PRIVATE)
UNDEVELOPED
APN# 126-13-101-009
(BEAZER HOMES HOLDING CORP)
UNDEVELOPED
APN# 126-13-101-008
(CLIFF'S EDGE LLC)
UNDEVELOPED
APN# 126-13-101-010
(CLIFF'S EDGE LLC)
UNDEVELOPED
APN# 126-13-101-011
(CLIFF'S EDGE LLC)
UNDEVELOPED
APN# 126-13-101-012
(L M CLIFF'S EDGE LLC)
UNDEVELOPED
APN# 126-13-201-005
(L M CLIFF'S EDGE LLC)
N1/16
S14/S13
NW1/16
S13
EXIST. POWER POLE TO REMAIN
OPEN SPACE
OPEN SPACE
OPEN SPACE





GRAPHIC SCALE

1" = 60'

BENCHMARK

PROJECT DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

CLARK COUNTY VERTICAL CONTROL: 1C00-8N6
NAVD88 ELEVATION: 767.794 METERS (2,384.62 FEET)

RIVET & SQUARE ALUMINUM PLATE IN 6" CONCRETE CYLINDER, LOCATED 25' SOUTH & 50' EAST OF GRAND CANYON DRIVE AND RED COACH AVENUE, 1' WEST OF ELECTRICAL VAULT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS NORTH 00°54'05" WEST, BEING THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4), OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON A RECORD OF SURVEY ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE IN FILE 124 AT PAGE 94.

LEGAL DESCRIPTION

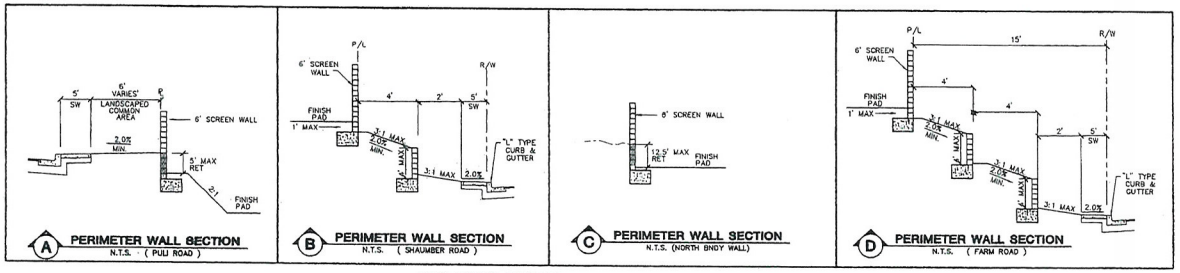
A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M. CLARK COUNTY, NEVADA.

Call before you Dig 1-800-227-2600

Call before you Overhead 1-702-593-6111

LEGEND

	STREET CENTERLINE
	BACK OF CURB LINE
	LOT LINE
	PARCEL BOUNDARY
	SETBACK LINE
EX 8"SS	EXISTING SEWER LINE AND MANHOLE
EX 8"W	EXISTING WATER LINE
8"WL	PROPOSED WATER LINE
8"SS	PROPOSED SEWER LINE AND MANHOLE
20	LOT NUMBER
(1)	BLOCK NUMBER
C.A. "A"	COMMON AREA LOT
POC	POINT OF CONNECTION TO EXIST. UTILITIES
R=0.04	RATE OF GRADE AND DIRECTION OF SLOPE (APPLIES TO BOTH STREET AND SEWER UNLESS OTHERWISE INDICATED)
2675	EXISTING GROUND CONTOUR LINE
	BLOCK WALL
	PROPOSED / EXISTING STREET LIGHT
	PROPOSED / EXISTING FIRE HYDRANT
MB	PROPOSED MAIL BOXES PER USPS
C.G.	CURB AND GUTTER
S/W	SIDEWALK
R/W	RIGHT-OF-WAY



WALL DETAIL SECTIONS

BEAZER HOMES
4670 S. FORT APACHE RD. SUITE 200
Las Vegas, Nevada 89147
(702) 837-3100

CITY OF LAS VEGAS, NEVADA

vtn nevada CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS
2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5146
PH. (702) 932-7500 FAX (702) 362-2597

TENTATIVE MAP

BEAZER @ CLIFFS EDGE
POD 205

DRAWN BY: DRAWN
DESIGNED BY:
CHECKED BY:
DATE: JAN.2004
SCALE: 1"= 60' HORIZ. N/A VERT.
PROJECT NO. 6303

PROFESSIONAL ENGINEER STATE OF NEVADA
DEBORAH KALEIKINI JOHNSON
No. 14971
CIVIL
EXPIRES 06-30-05

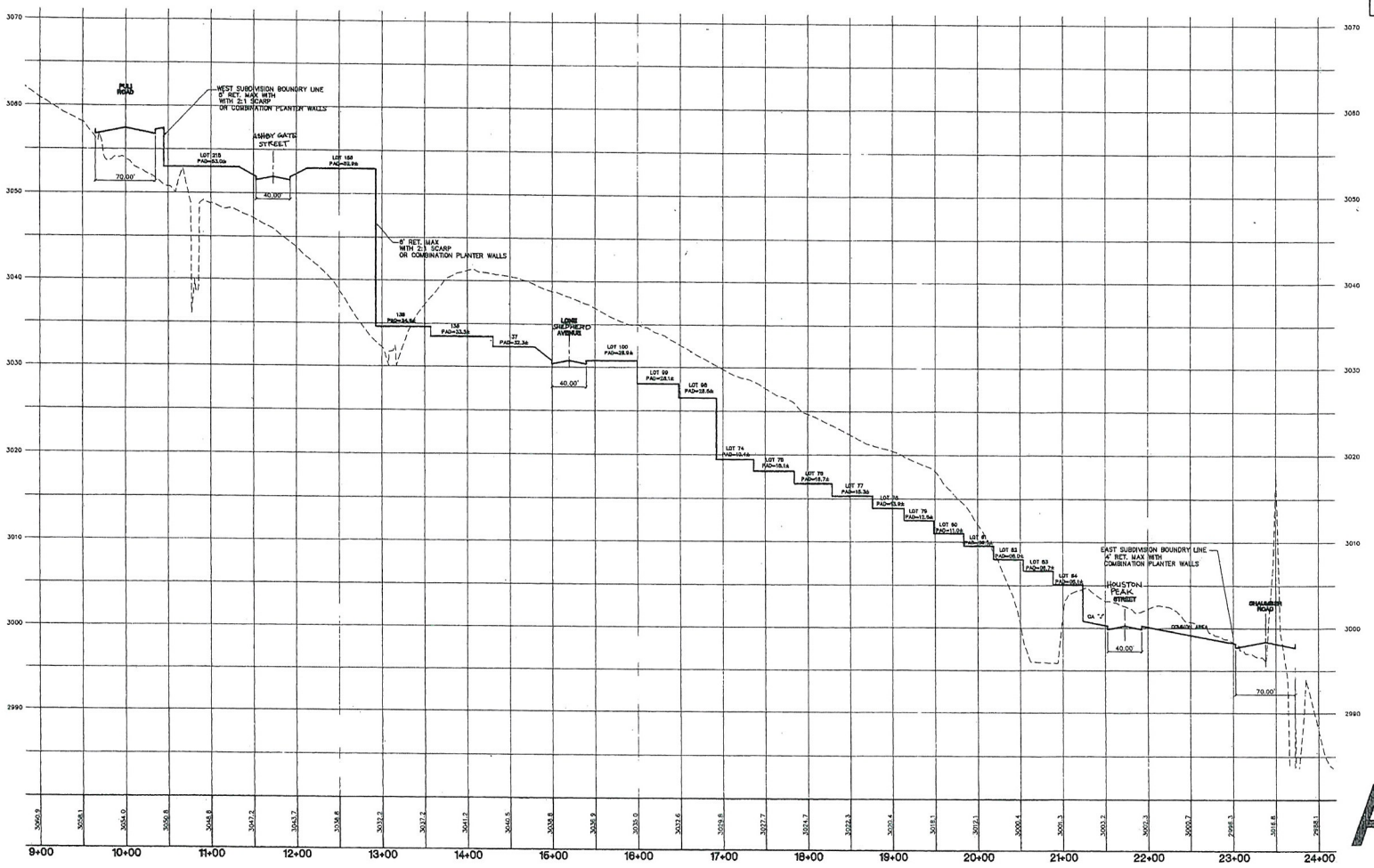
SHEET TM2
2 OF 4 SHEETS
DRAWING NO.

NO.	DATE	BY	REVISION

H:\6303\6303TM.DWG, 05/06/2004 11:30:23 AM, cameron, TOMAHAWK

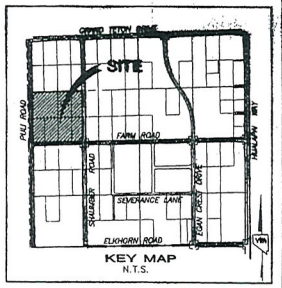
EOT-36105
11/05/09 PC

RECEIVED
SEP 21 2009



WEST / EAST CROSS SECTION
HORIZONTAL 1"=60'
VERTICAL 1"=6'

A



GRAPHIC SCALE
60 0 30 60 120
1" = 60'

REV	DATE	BY	REVISION

H:\03\03S03TM.DWG, 08/06/2004 11:51:19 AM, dwmorg, Tradewind_Large

BEAZER HOMES
4670 S. FORT APACHE RD. SUITE 200
LAS VEGAS, NEVADA 89147
(702) 837-2100

CITY OF LAS VEGAS, NEVADA

vtn nevada
2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
PH. (702) 837-7600 FAX (702) 362-2237
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

TENTATIVE MAP
SITE CROSS SECTION

BEAZER ● CLIFFS EDGE
POD 205

DRAWN BY: CB/DJC	JAN.2004	SCALE:	1"= 60' HORIZ. N/A VERT.
DESIGNED BY:			
CHECKED BY:			
PROJECT NO: 5303			

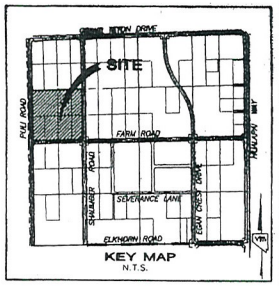
PROFESSIONAL ENGINEER
DEBORAH KALEIKINI-JOHNSON
CIVIL
No. 11457
STATE OF NEVADA
EXPIRES 06-30-05

SHEET
TM3
3 OF 4 SHEETS
DRAWING NO.

H:\03\03S03-TM.DWG (CS-1)

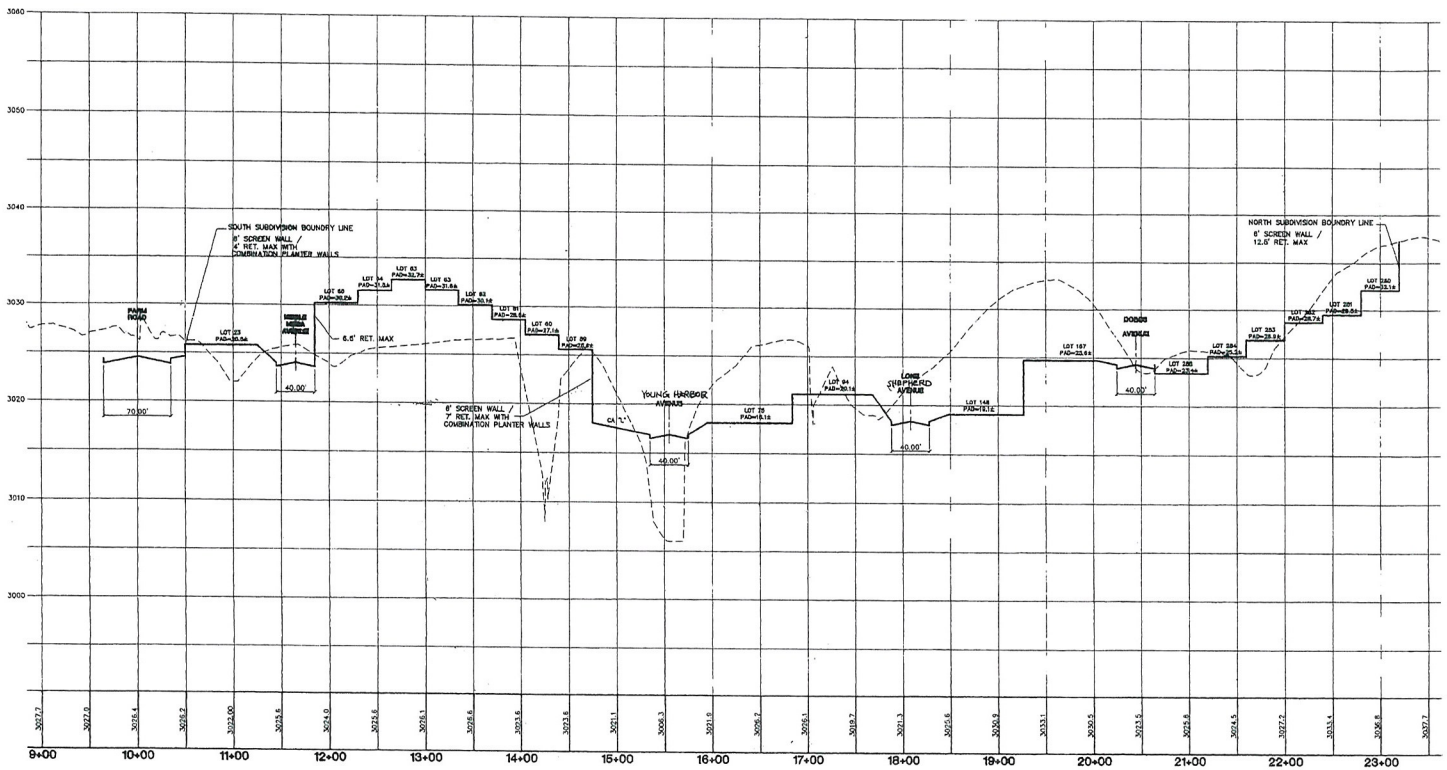
EOT-36105
11/05/09 PC

RECEIVED
SEP 21 2009



GRAPHIC SCALE

1" = 60'



B

SOUTH / NORTH CROSS SECTION

HORIZONTAL 1"=60'
VERTICAL 1"=6'

BEAZER HOMES
4870 S. DURT AVENUE #EL SUITE 200
Las Vegas, Nevada 89147
(702) 837-2100

CITY OF LAS VEGAS, NEVADA

TENTATIVE MAP
SITE CROSS SECTION

BEAZER • CLIFFS EDGE
POD 205

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
PH. (702) 873-7500 FAX (702) 362-2597
nevada CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

REV	DATE	BY	REVISION

H:\0307\CAD\3-TM.DWG, 05/06/2004 11:15:55 AM, Gerning, TDS600MTL.ctb

DRAWN BY: CHECKED BY: DESIGNED BY:
JAN 2004
PROJECT NO: 0307
SCALE 1" = 60' HORZ. N/A VERT.

DEBORAH KALEIKINI-JOHNSON
CIVIL
No. 14671
EXPIRES 06-30-05

SHEET
TM4
4 OF 4 SHEETS
DRAWING NO.

H:\0307\CAD\3-TM.DWG (CS-2)

EOT-36105
11/05/09 PC

RECEIVED
SEP 21 2009



EOT-36105 - APPLICANT/OWNER: BEAZER HOMES HOLDING CORPORATION, LLC
NORTHEAST CORNER OF FARM ROAD AND PULI ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



EOT-36105 - APPLICANT/OWNER: BEAZER HOMES HOLDING CORPORATION, LLC
NORTHEAST CORNER OF FARM ROAD AND PULI ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



EOT-36105 - APPLICANT/OWNER: BEAZER HOMES HOLDING CORPORATION, LLC
NORTHEAST CORNER OF FARM ROAD AND PULI ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108
Voice:
Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.lasvegasnevada.gov

Beazer-Marsha
837-2101

Kathy
Dave
Jason
Vern
Planning (O)

October 21, 2005

Mr. Ernie Rubi
Beazer Homes Holdings Corporation
4670 South Fort Apache Road, Suite #200
Las Vegas, Nevada 89147

RE: VAR-9078 - VARIANCE

Dear Mr. Rubi:

Your request for a Variance TO ALLOW A THIRTEEN-FOOT REAR-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED ON THREE PROPOSED LOTS WITHIN on 40.52 acres adjacent to the northwest corner of Farm Road and Puli Road (APN 126-13-210-001), P-D (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross), was considered by the Planning Commission on October 20, 2005.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning and Development

1. Conformance to the Conditions of Approval for approved Tentative Map (TMP-4431).

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

3. If this Variance is approved and the numbering of the lots were to change the Variance would only apply to the lots numbered 7, 8, and 283 on the approved Tentative Map dated (6/24/04).

This action by the Planning Commission is final. The notice of final action was filed with the City Clerk on ***October 21, 2005***.

Sincerely,

Gary Leobold, Planning Supervisor
Planning and Development Department
Current Planning Division

GL:clb

cc: Mr. Jason Kepple
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89146

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

City Manager
Douglas A. Selby

07101-001-07-05

RECEIVED
SEP 21 2009

EOT-36105
11/05/09 PC

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

December 7, 2007

Mr. Dave Singer
Beazer Homes Holdings Corporation
9121 West Russell Road, Suite 210
Las Vegas, Nevada 89147

RE: EOT-25199 - EXTENSION OF TIME

Dear Mr. Singer:

Your Request for an Extension of Time of an approved Variance (VAR-9078) TO ALLOW A 13-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM REQUIRED FOR THREE PROPOSED LOTS WITHIN A 313 LOT RESIDENTIAL SUBDIVISION on 40.52 acres adjacent to the north side of Farm Road, between Puli Road and Shaumber Road (APNs 126-13-212-007, 008 and 181), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross), was considered by the Planning Commission on December 6, 2007.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning and Development

1. Conformance to the conditions of approval for Variance (VAR-9078).

2. * This Variance (VAR-9078) shall expire on October 20, 2009, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

This action by the Planning Commission on ***December 6, 2007*** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on ***December 7, 2007***.

Sincerely,

Andrew P. Reed

Andrew P. Reed, AICP
Planning Supervisor
Current Planning Division

AR:dm

cc: Ms. Kathy Dancho
VTN Nevada
2727 South Rainbow
Las Vegas, Nevada 89146

Kathy
Eot file (o)
Dave E.
Planning
file

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow

City Manager
Douglas A. Selby

07101-001-06-07

RECEIVED
SEP 21 2009

EOT-36105
11/05/09 PC

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-36056 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to AMEND THE DOWNTOWN NORTH LAND USE PLAN on 772 acres, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL

BACKUP DOCUMENTATION:
1. Conditions (Not Applicable) and Staff Report
2. Supporting Documentation
3. Justification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-36056 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to condition.

1. Planning and Development staff will be working with Neighborhood Services and with the Regional Homeless Coalition to ensure that the right land uses and development standards with regard these types of uses in the Downtown North area.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the Downtown North Land Use Plan. The change will add a "Social Service" section to the Implementation Chapter. This change will bring the Downtown North Land Use Plan into alignment with the Housing Element of the 2020 Master Plan.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/21/03	The City Council approved General Plan Amendment (GPA-2249) adopting the Downtown North Land Use Plan for the area bounded by Interstate 15 on the west, U.S. 95 on the south, Owens and the City limits on the north and Maryland Parkway and Bruce Streets on the east.
10/21/04	The City Council approved General Plan Amendments (GPA-5015 and GPA-5016) to the Downtown North Land Use Plan that added the Scenic Byway Trail along both sides of Las Vegas Boulevard and the Cultural Corridor Trail along the west side of Las Vegas Boulevard between Washington Avenue and Bonanza Road respectfully.
11/19/08	The City Council approved General Plan Amendment (GPA-29886) to the Downtown North Land Use Plan that updated the plan and changed the land use along the northwest corner of Maryland Parkway and Bonanza Road. It also called for a new east/west road along the south property line of Cashman Center connecting Las Vegas Boulevard and Maryland Parkway.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #16/yk).
Pre-Application Meeting	
N/A	This requirement was Waived.
Neighborhood Meeting	
10/06/09	A Neighborhood Meeting was held at the Development Service Center, 731 S. Fourth Street.

Field Check	
09/17/09	No issues were noted.

Details of Application Request	
Site Area	
Net Acres	772 Acres

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		
A-O (Airport Overlay) District	X		Y *
Las Vegas Boulevard Scenic Byway Overlay District	X		Y **
Trails	X		Y ***

*The northwest portion of the plan area is covered by the North Las Vegas Airport Overlay.
**The Las Vegas Boulevard Scenic Byway Overlay District governs the design of all signage along Las Vegas Boulevard.
***The Las Vegas Boulevard Scenic Byway Trail and the Cultural Trail are located along Las Vegas Boulevard in the plan area, as well as the Pioneer Trail along Washington Avenue.

ANALYSIS

The following verbiage will be added to the Implementation Chapter:

***Social Services*:** There will continue to be a need for the services of the non-profit social service providers in the Downtown North Land Use area. The area located between Las Vegas Boulevard and Main Street, north of US-95 currently has numerous agencies located within it that provide services to the homeless population. However, in order to have a more equitable distribution of services, the city will work to prevent the expansion or the addition of any new facility that services the homeless within this area. This will further the city's goals under the Housing Element of the 2020 Master Plan.

***Action*:** The Neighborhood Services Department will continue to seek out locations throughout the Las Vegas Valley for suitable locations for homeless shelters and services that are outside of the Downtown North Plan area.

***Action*:** The Planning & Development Department will work with the Neighborhood Services Department to amend Title 19.04 Permissible Use Table for Rescue Mission or Shelter for the Homeless in order to develop minimum Special Use Permit Requirements.

FINDINGS

Section 19.18.030.I of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The changes proposed do not affect the density and intensity of land uses and thus meets the requirement.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   There are no zoning designation changes proposed.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   Because this area of the City is completely developed, the proposed changes will not affect these areas of concern and thus meet the requirement.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed changes are compatible with the Downtown Neighborhood 2000 Plan and the Redevelopment Area Plan and thus meet the requirement.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-36056** APN: Various

Name of Property Owner: City of Las Vegas

Name of Applicant: Yorgo Kagafas

Name of Representative: Yorgo Kagafas

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: Yorgo Kagafas

Print Name: Yorgo Kagafas

Subscribed and sworn before me

This 16th day of September, 2009

Teresa K. Morrell

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

September 16, 2009

To Whom It May Concern:

Please accept this General Plan Amendment to the Downtown North Land Use Plan. The purpose is to add a Social Service section under Implementation that relates to the homeless shelters in the area.

If you have any questions or concerns, please feel free to contact me at (702) 229-6196.

Sincerely,

Yorgo Kagafas

Yorgo Kagafas, AICP
Urban Design Coordinator

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

CITY OF LAS VEGAS NEVADA

07101-001-06-09

GPA-36056
10/22/09 PC

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

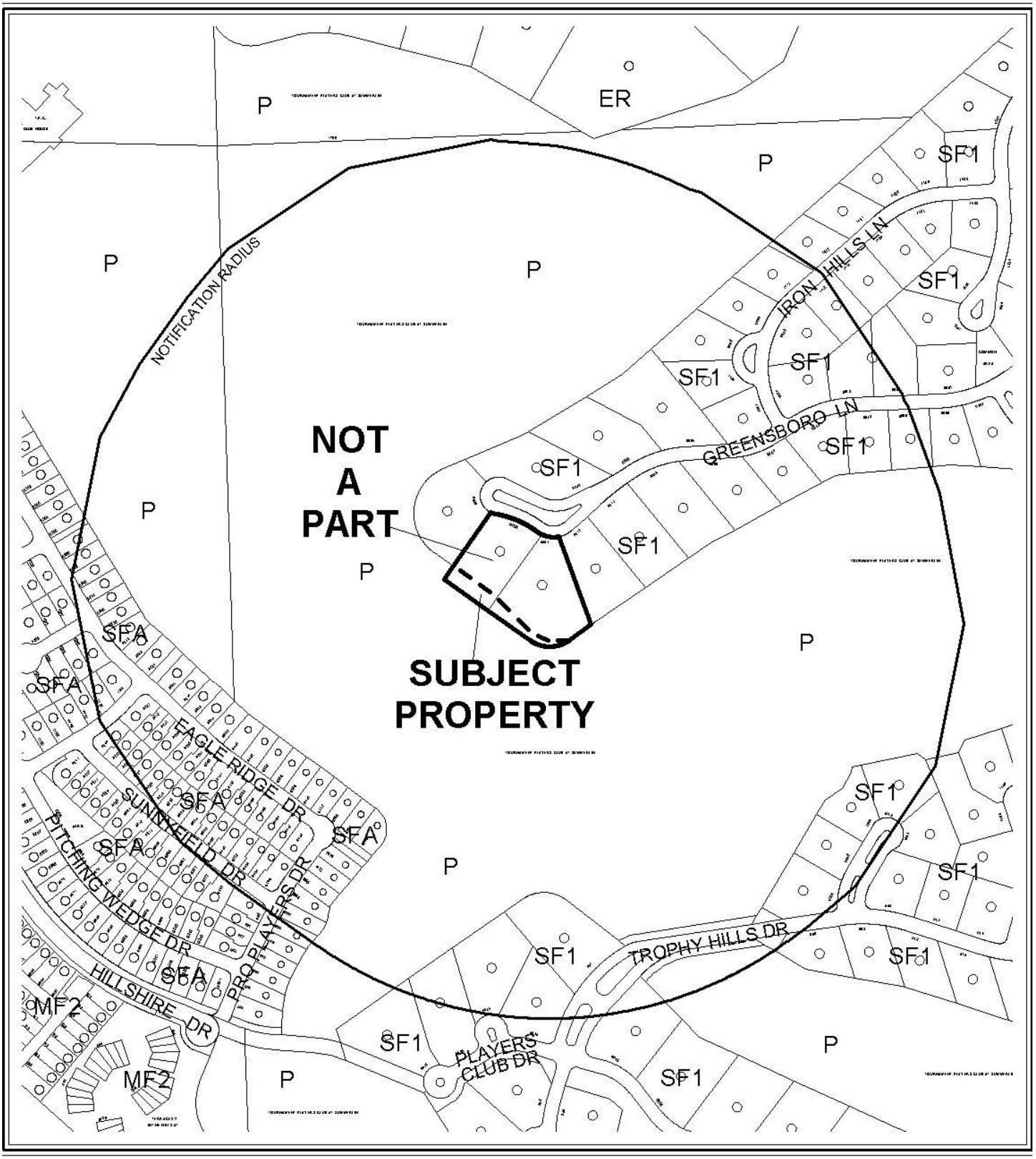
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-35911 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT - Request for a Major Modification to the Summerlin Master Development Plan TO AMEND THE EXISTING LAND USE DESIGNATION FROM: COS (COMMUNITY OPEN SPACE) TO: SF1 (SINGLE FAMILY DETACHED) on 0.27 acres, a portion of 9021 and 9025 Greensboro Lane (APNs 138-29-110-058 and 059), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letters
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 17



0 300 600 Feet

CASE: **MOD-35911**

RADIUS: 1000 FT

SUMMERLIN LAND USE DESIGNATION OF SUBJECT PROPERTY:
COS (COMMUNITY OPEN SPACE) AND SF-1 (SINGLE FAMILY DETACHED)

PROPOSED SUMMERLIN LAND USE DESIGNATION OF SUBJECT PROPERTY:
SF-1 (SINGLE FAMILY DETACHED)

N



0 300 600 Feet

CASE: **MOD-35911**

RADIUS: 1000 FT

SUMMERLIN LAND USE DESIGNATION OF SUBJECT PROPERTY:
COS (COMMUNITY OPEN SPACE) AND SF-1 (SINGLE FAMILY DETACHED)

PROPOSED SUMMERLIN LAND USE DESIGNATION OF SUBJECT PROPERTY:
SF-1 (SINGLE FAMILY DETACHED)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: MOD-35911 - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Modification to the Summerlin Master Development Plan to amend the existing land use designation from COS (Community Open Space) to SF1 (Single Family Detached) on 0.27 acres making up a portion of 9021 and 9025 Greensboro Lane.

Transfer of land from the adjacent golf course to two lots in a residential subdivision has created two separate land use designations on these lots where a single residential designation (SF1) was intended by the Summerlin Master Development Plan. Approval of this modification would keep the land use designation consistent on each lot, whose primary use is single family residential. The Summerlin Design Review Committee has submitted written support for the land use amendment request. If this request is denied, the land use designation of each of the two residential properties would remain "split," with the added portion to each property designated COS (Community Open Space) and the remaining portion of each lot designated SF1 (Single Family Detached).

ISSUES

- Transfer of land from the adjacent golf course to two lots in a residential subdivision has created two separate land use designations on these lots where a single residential designation (SF1) was intended in the Summerlin Master Development Plan.
- The Community Open Space (COS) land use designation is intended for public, quasi-public and community support uses and does not allow residential uses.
- The Summerlin Design Review Committee supports the requested amendment to the land use designation.

DETAILS OF APPLICATION REQUEST

Details of Application Request	
Site Area	
Net Acres	0.27 (11,960 square feet)

	Prior to Transfer		***Transfer area***		***After Transfer***	
Property Description	SF1	COS	SF1	COS	SF1	COS
9025 Greensboro (Lot 32 Block A)	28,543 SF	---	---	6,241 SF	28,543 SF	6,241 SF
9021 Greensboro (Lot 33 Block A)	42,610 SF	---	---	5,719 SF	42,610 SF	5,719 SF
TOTAL	71,153 SF			11,960 SF	71,153 SF	11,960 SF

Existing Designation	*Permitted Density*
COS (Community Open Space)	N/A
Proposed Designation	*Permitted Density*
SF1 (Single Family Detached)	3.5 units per acre

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
10/28/86	The Planning Commission approved an Annexation (A-0020-86) of 5,637 acres generally located on the south side of Cheyenne Avenue, west of Buffalo Drive. Staff recommended approval. The annexation became effective 06/10/87.
06/03/87	The City Council approved a Rezoning (Z-0044-87) from N-U (Non-Urban) to P-C (Planned Community) on 4,650 acres generally located south of Cheyenne Avenue and west of Buffalo Drive, containing the subject properties. The Planning Commission and staff recommended approval.
05/05/97	A Boundary Line Adjustment was recorded on Lot 1 Block A of Summerlin Village South – Unit No. 6 and Lot 33 Block A of the Plat of Tournament Hills – Unit 1, adding 4,655 square feet to the original Lot 33 (addressed as 9021 Greensboro Lane).
12/19/08	The Planning and Development Department approved its review of a Boundary Line Adjustment (BLA-32389) for APNs 138-20-413-015; 138-29-110-015 and 057. A total of 11,960 square feet was added to Lots 32 and 33, Block A of the Plat of Tournament Hills – Unit 1 (addressed as 9025 and 9021 Greensboro Lane). The record of survey was recorded on 01/05/09.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #17/ss).
Related Building Permits/Business Licenses	
07/20/93	A building permit (#93195123) was issued for a single family dwelling at 9025 Greensboro Lane. The final building inspection was completed 05/08/98.
06/26/97	A building permit (#97013095) was issued for a single family dwelling at 9021 Greensboro Lane. A permit (#98009389) was subsequently issued for a change of contractor on 05/05/98. The final building inspection was completed 02/18/99.

Pre-Application Meeting	
12/10/08	The applicants were in the process of completing a boundary line adjustment at the time of the pre-application meeting. Staff advised the applicants to complete the boundary line adjustment survey first before applying for a modification to change the Summerlin land use designation. A letter of approval of the request from Summerlin would be needed prior to submitting for the land use modification. As there were no changes to the site and the boundary line adjustment had been recorded, staff renewed the pre-application status on 09/21/09.

Neighborhood Meeting
A neighborhood meeting is not required for this application, nor was one held.

Field Check	
09/17/09	Planning and Development Department staff conducted a field check and found two single family residences in excellent condition. A portion of the golf course is located to the rear of the residences.
09/22/09	The Flood Control Section of the Department of Public Works conducted a field check of the area and determined that there was no impact to the existing drainage easement and that a wrought iron fence had been built along the adjusted lot lines. However, access to the existing sewer manhole was not restricted.

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single Family Residential	SF1 (Single Family Detached)/COS (Community Open Space)	P-C (Planned Community)
North	Residential Common Area	SF1 (Single Family Detached)	P-C (Planned Community)
South	Golf Course (Private)	COS (Community Open Space)	P-C (Planned Community)
East	Single Family Residential	SF1 (Single Family Detached)	P-C (Planned Community)
West	Single Family Residential	SF1 (Single Family Detached)	P-C (Planned Community)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Summerlin	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per the Summerlin Development Standards adopted 09/15/04 by the Las Vegas City Council, the following development standards apply to the subject properties:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks (SF1)			
• Front	25 Feet	45 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	N/A	Y
• Rear	20 Feet	38 Feet	Y
Max. Building Height	38 Feet	< 38 Feet	Y

ANALYSIS

Need for the land use amendment arose when the two adjoining residential property owners executed an agreement with the Tournament Players Club at Summerlin to add 11,960 square feet from the adjacent golf course, designated COS (Community Open Space), to the south side of their properties. A boundary line adjustment (BLA-32389) was recorded and the land sold to the two owners, making the land transfer official. As a consequence of the change to the lot lines, each residential lot then contained two designations where only the SF1 (Single Family Detached) designation was intended by the Summerlin Master Development Plan. Only the 11,960 square foot portion that is designated as COS (Community Open Space) is under consideration for the amendment to the Master Development Plan.

The minimum rear yard setback standard in SF1 (Single Family Detached) designated areas is 20 feet, which will be extended on these properties as a result of the additional land; however, a condition of the Summerlin Design Review Committee's approval of the land transfer was that no structures be built in the transfer area. There is some existing landscaping that encroaches into this area but no structures. Staff supports the change to the SF1 designation, as consistency of the land use designation on each lot would be maintained.

The Department of Public Works notes that the area proposed to be included in the Modification includes a sewer line and manholes, a sewer easement, and also a portion of a drainage easement. The existing utilities and easements will restrict further development of these lots. No structures or vegetation taller than three feet will be allowed over the existing Public Sewer Easement and access to the manholes shall be maintained. In addition, any future development of the parcels will require the recordation of a Petition of Vacation of the portion of the existing drainage easement.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

NOTICES MAILED 115 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-35911** APN: 138-29-110-~~015~~ 058

Name of Property Owner: A M & R Marlon Family Protection Trust

Name of Applicant: Tournament Players Club

Name of Representative: Horizon Surveys

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: Anthony Marlon

Print Name: Anthony M. Marlon

Subscribed and sworn before me

This 2 day of Dec, 2008

Linda I. Morris

Notary Public in and for said County and State

RECEIVED

SEP 08 2009

LINDA I. MORRIS
Notary Public, State of Nevada
Appointment No. 94-2143-1
My Appt. Expires Sep 18, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: MOD-35911 APN: 138-29-110-059

Name of Property Owner: Lodewijk A. Vangemert

Name of Applicant: Tournament Players Club

Name of Representative: Horizon Surveys

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: LODEWIJK VAN GEMERT

Subscribed and sworn before me

This 2nd day of DECEMBER, 2008

Teresa Joy Pastorelli

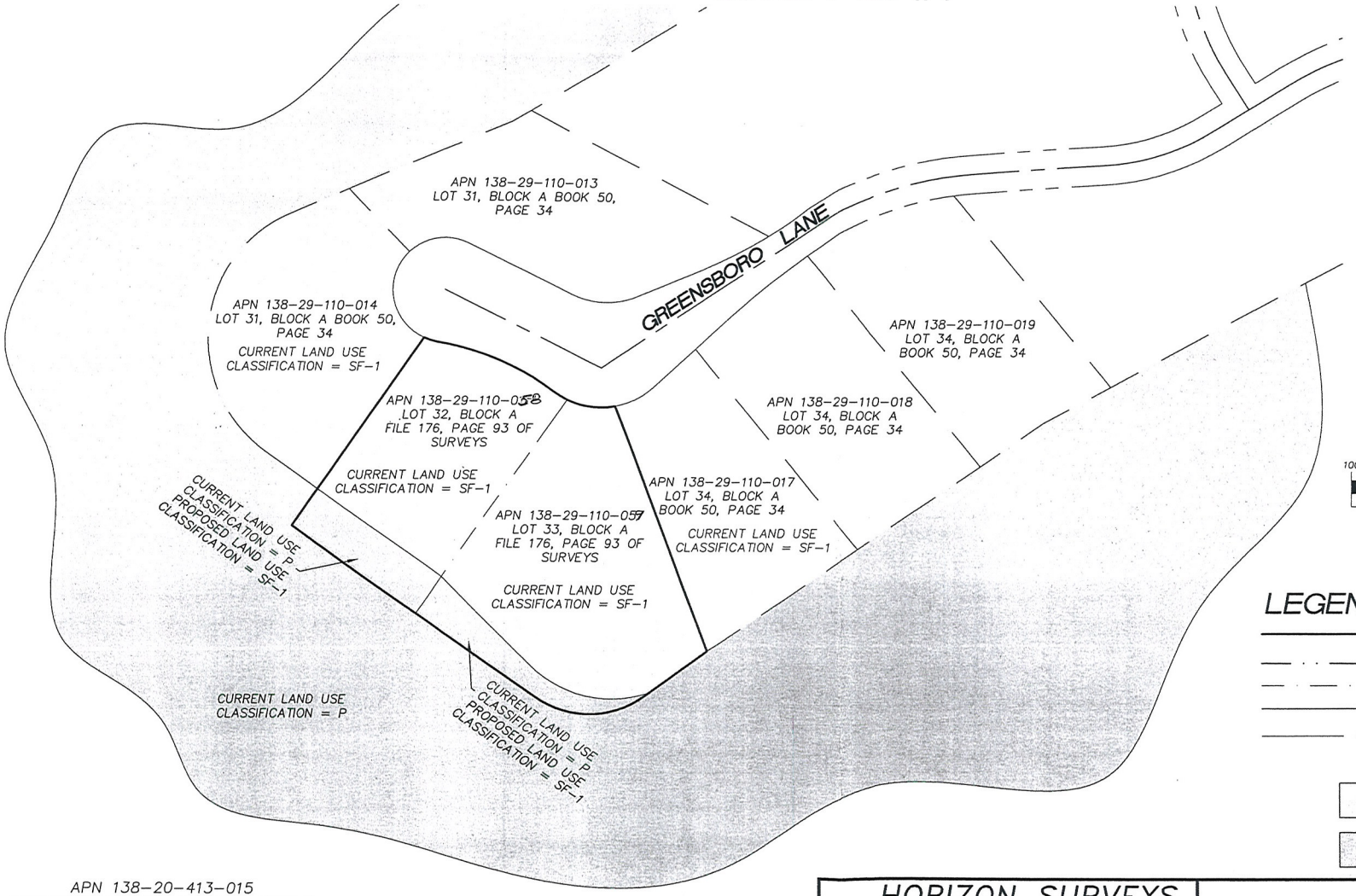
Notary Public in and for said County and State

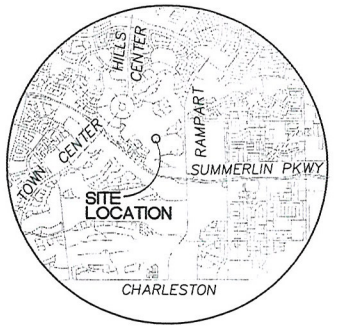
NOTARY PUBLIC STATE OF NEVADA County of Clark TERESA JOY PASTORELLI Appt. No. 05-0016-1 My Appt. Expires Aug. 30, 2011

RECEIVED

SEP 10 2009

TPC/MARLON/VANGEMERT
SITE PLAN





VICINITY MAP
NO SCALE



GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 ft.

LEGEND

- PROPERTY LINE
- LOT LINE
- ADJOINING PARCEL LINE
- STREET CENTERLINE
- RIGHT-OF-WAY
- APN — ASSESSOR'S PARCEL NUMBER
- CURRENT LAND USE CLASSIFICATION "SF-1"
- CURRENT LAND USE CLASSIFICATION "P"

APN 138-20-413-015
SUMMERLIN VILLAGE 1 SOUTH-UNIT 6
BOOK 54, PAGE 44

SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

TPC/MARLON/VANGEMERT
SITE PLAN

JOB NO.:	762.001
DRAWN BY:	R. SLIGAR
DATE:	1/30/09
CLIENT:	
SHEET 1 OF 1	

RECEIVED
SEP 08 2009

MOD-35911
10/22/09 PC

Instrument
200901105-0003323
Fee/Exempt#
SV-176 0093
Recorded

Receipt/Conformed Copy
Requestor:
HORIZON SURVEYS
01/05/2009 12:19:29 T20090002125
Book/Instr: 20090105-0003323
Survey Page Count: 2
Fees: $31.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

RECORD OF SURVEY
FOR
BOUNDARY LINE ADJUSTMENT

OF LOT 32 AND 33 AS SHOWN IN BOOK 50 OF PLATS, PAGE 34 AND LOT 1 AS SHOWN IN BOOK 54 OF PLATS, PAGE 44, BOTH ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

OWNER'S CERTIFICATE

WE, TOURNAMENT PLAYERS CLUB, SUMMERLIN INC., A DELAWARE LIMITED PARTNERSHIP, ANTHONY MALON AND LODEWIJK VAN GEMERT DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN HEREON, HAVE CAUSED A BOUNDARY LINE ADJUSTMENT TO BE PERFORMED AS INDICATED HEREON AND THAT WE HAVE EXAMINED AND APPROVED THIS PLAT AND CONSENT TO AND AUTHORIZE THE RECORDATION OF SAME. FURTHER, WE AGREE TO PREPARE AND EXECUTE THE REQUIRED DOCUMENTS CREATING ANY AND ALL EASEMENTS AS SHOWN HEREON AND TO EXECUTE ALL REQUIRED DOCUMENTATION ABANDONING ANY EXISTING EASEMENTS AFFECTING THE LANDS SHOWN PURSUANT TO THE PROVISIONS N.R.S. 278.010 THROUGH N.R.S. 278.630, INCLUSIVE. TAXES ON THE LAND SHOWN HEREON HAVE BEEN PAID AND ANY AND ALL LENDERS AND OR IMPOUND ACCOUNT HOLDERS FOR PAYMENT OF TAXES HAVE BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINES OR THE TRANSFER OF THE LANDS SHOWN HEREON.

JAMES C. TRIOLA
SECRETARY-SR. VICE PRESIDENT
BUSINESS AND LEGAL AFFAIRS
TOURNAMENT PLAYERS CLUB AT SUMMERLIN, INC.

LODEWIJK A. VANGEMERT — DATE 12-18-08

ANTHONY MARLON
A.M. & R. MARLON FAMILY PROTECTION TRUST

ACKNOWLEDGMENT

STATE OF NEVADA)
SS
COUNTY OF CLARK)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 12-22-08
BY James C. Triola AS Secretary/V.P. OF TPC Summerlin
JAMES C. TRIOLA
SECRETARY-SR. VICE PRESIDENT
BUSINESS AND LEGAL AFFAIRS
TOURNAMENT PLAYERS CLUB AT SUMMERLIN, INC.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 11-14-2010
KATHRYN M. RAYNOR

ACKNOWLEDGMENT

STATE OF NEVADA)
SS
COUNTY OF CLARK)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 12/18/08
BY Anthony Marlon AS owner OF
ANTHONY MARLON TRUSTEE
A.M. & R. MARLON FAMILY PROTECTION TRUST

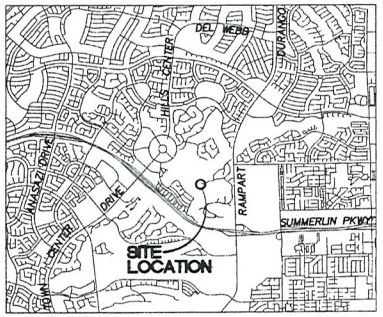
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 4-18-10
LINDA I. MORRIS

ACKNOWLEDGMENT

STATE OF NEVADA)
SS
COUNTY OF CLARK)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 12-18-08
BY LODEWIJK A. VANGEMERT AS OWNER
LODEWIJK A. VANGEMERT

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES AUGUST 30, 2011.
TERESA JOY PASTORELLI



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION OF TRANSFER AREA 1

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., BEING A PORTION OF LOT 1 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 54 OF PLATS ON PAGE 44, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 32, BLOCK A, TOURNAMENT HILLS–UNIT 1; THENCE ALONG THE SOUTHERLY LINE THEREOF, SOUTH 54°50'00" EAST, 145.00 FEET TO THE SOUTHEAST CORNER OF LOT 32; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EXTENSION OF THE EASTERLY LINE OF LOT 32, SOUTH 35°10'00" WEST, 43.04 FEET; THENCE NORTH 54°50'00" WEST, 145.00 FEET; THENCE NORTH 35°10'00" EAST, 43.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,241 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION OF TRANSFER AREA 2

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., BEING A PORTION OF LOT 1 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 54 OF PLATS ON PAGE 44, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FURTHERMOST WESTERLY CORNER OF SAID LOT 33, BLOCK A, TOURNAMENT HILLS–UNIT 1; THENCE ALONG THE SOUTHERLY LINE THEREOF DESCRIBED WITHIN A RECORD OF SURVEY, BOUNDARY LINE ADJUSTMENT, AS SHOWN IN FILE 88 OF SURVEYS, PAGE 81 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTH LINE SOUTH 44°27'39" EAST, 119.00 FEET TO A CURVE, CONCAVE TO NORTHEASTERLY; THENCE EASTERLY ALONG THE ARC OF A 109.54 FOOT RADIUS CURVE TO THE LEFT, 123.32 FEET, WITH A CENTRAL ANGLE OF 64°30'20". TO A POINT OF CUSP; THENCE SOUTH 54°21'30" WEST, 5.41 FEET TO A POINT OF CURVE, CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT, 111.60 FEET, WITH A CENTRAL ANGLE OF 71°02'48"; THENCE NORTH 54°39'18" WEST, 138.46 FEET; THENCE NORTH 35°10'00" EAST, 43.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,719 SQUARE FEET, MORE OR LESS.

MAP REFERENCES

BOOK 50, PAGE 34 OF PLATS
BOOK 54, PAGE 54 OF PLATS
FILE 88, PAGE 81 OF SURVEYS

NOTE

ALL EASEMENTS OF RECORD MAY NOT BE SHOWN AND NO VERIFICATION OF LOCATION OR INFORMATION HAS BEEN MADE BY THE CITY OF LAS VEGAS.

CITY OF LAS VEGAS APPROVAL

THIS MAP HAS BEEN APPROVED FOR THE PURPOSE OF ACHIEVING A BOUNDARY LINE ADJUSTMENT IN ACCORDANCE WITH THE PROVISIONS OF NRS 278.010 TO 278.630, INCLUSIVE ON THIS 5TH DAY OF January, 2009

ALAN R. RIEKKI, P.L.S. — DATE 1/5/09
CITY OF LAS VEGAS SURVEYOR
NEVADA CERTIFICATE NO. 12469

M. MARGO WHEELER, AICP — DATE 12-31-08
DIRECTOR OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS, NEVADA

BASIS OF BEARINGS

NORTH 54°50'00" WEST, BEING THE BEARING OF THE SOUTHERLY LINE OF LOTS 32 AND 33 AS SHOWN IN BOOK 50 OF PLATS, PAGE 34 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

SURVEYOR'S CERTIFICATE

I, DENNIS H. JENSEN, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, AN A AGENT FOR HORIZON SURVEYS CERTIFY THAT:

1. I HAVE PERFORMED A FIELD SURVEY SUFFICIENT TO LOCATE AND IDENTIFY PROPERLY THE PROPOSED BOUNDARY LINE ADJUSTMENT AND THAT THIS PLAT REPRESENTS THE RESULTS OF THAT SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF CHUCK BOMBARD, GENERAL MANAGER/DIRECTOR OF GOLF, TOURNAMENT PLAYERS CLUB.
2. THE LAND SURVEYED LIES WITHIN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND WAS COMPLETED ON NOVEMBER 6, 2008.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY HAVE BEEN DEFINED BY MONUMENTS OR WILL BE OTHERWISE DEFINED ON A DOCUMENT OF RECORD AS REQUIRED BY NRS 625.340, AND ARE OR WILL BE OF SUFFICIENT DURABILITY. 5. THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 TO 278.630, INCLUSIVE.

DENNIS H. JENSEN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 5859

DENNIS H. JENSEN No. 5859 — 12-17-08

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. NRS 278.5695

BLA-32389

RECORD OF SURVEY
FOR
BOUNDARY LINE ADJUSTMENT
OF LOT 32 AND 33 AS SHOWN IN BOOK 50 OF PLATS, PAGE 34 AND LOT 1 AS SHOWN IN BOOK 54 OF PLATS, PAGE 44, BOTH ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702) 228-5066
FAX (702) 228-0677
WWW.HORIZONSURVEYS.COM

Date	10-8-08
Drawn	DHJ
Checked	NR
Job Number	762.00101
Sheet No.	1 of 2

No. 0003323
FILED AT THE REQUEST OF: Horizon Surveys
DATE 1-5-09 TIME 12:19:10
FILE 176 PAGE 0093
RECORD OF SURVEY
OFFICIAL RECORDS BOOK
No. 20090105
CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY, RECORDER
FEE # 31.00 DEPUTY STN

FILE 176 PAGE 0093

RECEIVED
SEP 08 2009

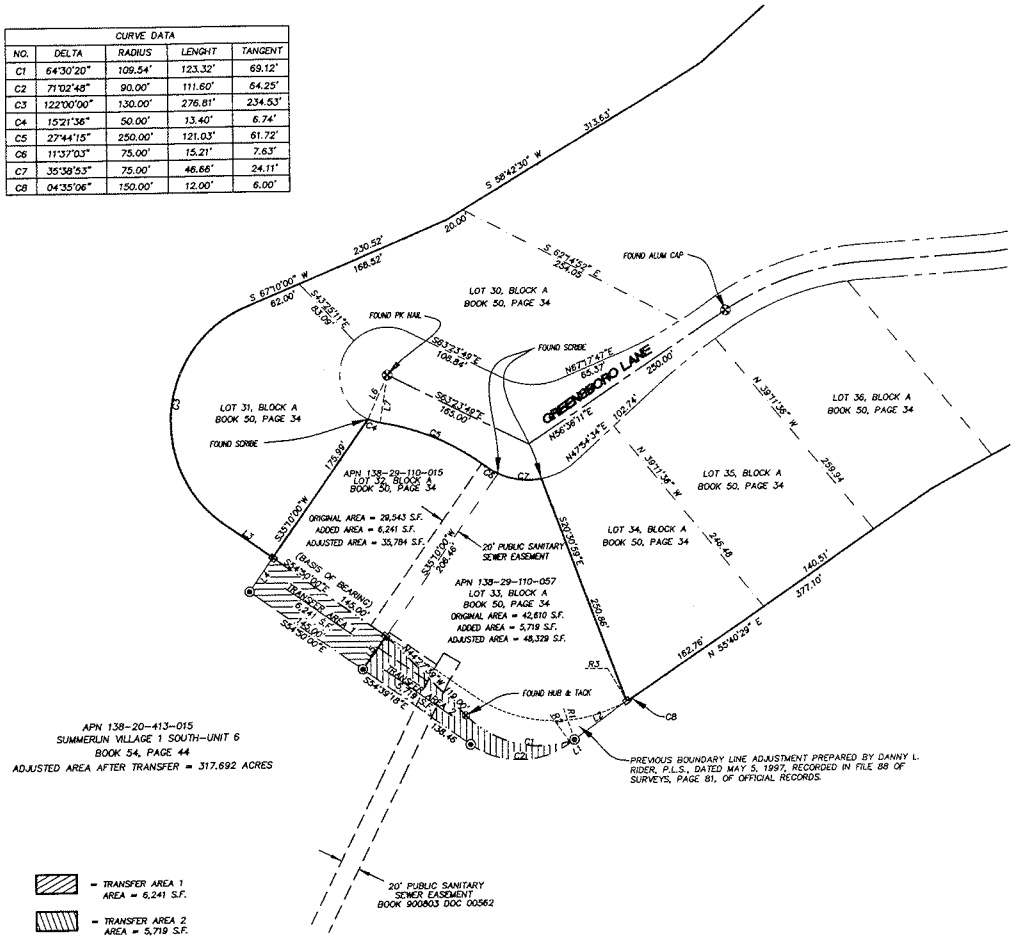
MOD-35911
10/22/09 PC

417

RECORD OF SURVEY
FOR
BOUNDARY LINE ADJUSTMENT

OF LOT 32 AND 33 AS SHOWN IN BOOK 50 OF PLATS, PAGE 34 AND LOT 1 AS SHOWN IN BOOK 54 OF PLATS, PAGE 44, BOTH ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

CURVE DATA				
NO.	DELTA	RADIUS	LENGHT	TANGENT
C1	64°30'20"	109.54'	123.32'	69.12'
C2	71°02'48"	90.00'	111.60'	64.25'
C3	122°00'00"	130.00'	276.81'	234.53'
C4	15°21'36"	50.00'	13.40'	6.74'
C5	27°44'15"	250.00'	121.03'	61.72'
C6	11°37'03"	75.00'	15.21'	7.63'
C7	35°38'53"	75.00'	46.66'	24.11'
C8	04°35'06"	150.00'	12.00'	6.00'



GRAPHIC SCALE

60 0 30 60 120

0 1" 2" 3"

(IN FEET)

1 inch = 60 ft.

LEGEND

- BOUNDARY LINE
- ORIGINAL LOT LINE
- ADJUSTED LOT LINE
- ADJOINING PROPERTY LINE
- STREET CENTERLINE
- RIGHT-OF-WAY
- EASEMENT LINE
- PREVIOUS BOUNDARY ADJUSTMENT LINE
- FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- SET 5/8" REBAR WITH ALUMINUM CAP STAMPED "PLS 5859"
- SLT NAIL & TAG IN FOOTING OF WALL STAMPED "PLS 5859"
- C1 CURVE LABEL
- L1 LINE LABEL
- APN ASSESSOR'S PARCEL NUMBER
- O.R. OFFICIAL RECORDS
- R1 RADIAL LABEL
- FOUND SCRIBE TOP OF WALL COLUMN

RADIAL LINE DATA	
NO.	COURSE
R1	S18°57'59"E
R2	S35°42'06"E
R3	S29°44'26"E

LINE DATA		
NO.	COURSE	DISTANCE
L1	S54°21'30"W	5.41'
L2	N54°18'10"E	68.00'
L3	S54°50'00"E	62.30'
L4	N35°10'00"E	43.04'
L5	S35°10'00"W	43.04'
L6	S24°31'22"W	50.00'
L7	S09°08'46"W	50.00'

TABULATION

TOTAL AREA OF SUMMERLIN VILLAGE 1 SOUTH-UNIT NO. 6 = 317.966 ACRES
TOTAL AREA OF BOUNDARY LINE ADJUSTMENT THIS MAP = 0.274 ACRES
REMAINING AREA SUMMERLIN VILLAGE 1 SOUTH-UNIT NO. 6 = 317.692 ACRES

BASIS OF BEARINGS

NORTH 54°50'00" WEST, BEING THE BEARING OF THE SOUTHERLY LINE OF LOTS 32 AND 33 AS SHOWN IN BOOK 50 OF PLATS, PAGE 34 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

HORIZON SURVEYS
6601 COVINGTON CROWN DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702) 294-0046
FAX (702) 226-0677
WWW.HORIZONSURVEYS.COM

Date	10-06-08
Drawn	D. JENSEN
Checked	RCS
Job Number	862.001.01
Sheet No.	2 OF 2

FILE 176 PAGE 0093

MOD-35911
10/22/09 PC
SEP 18 2009



MOD-35911 - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT
9021 AND 9025 GREENSBORO LANE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



MOD-35911 - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT
9021 AND 9025 GREENSBORO LANE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



MOD-35911 - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT
9021 AND 9025 GREENSBORO LANE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



MOD-35911 - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT
9021 AND 9025 GREENSBORO LANE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Horizon
Surveys

September 2, 2009

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Reference: **Request for Major Modification Land Use Reclassification**
From: Tournament Players Club (138-20-413-~~015~~ 017) PF
To: SF 1 for 138-29-110-058 and 138-29-110-059

On behalf of the property owners of the parcels shown above, we respectfully request your consideration of the referenced Major Modification Land Use Reclassification.

Mr. Lodewijk VanGemert, owner of APN 138-29-110-059 and Dr. Anthony Marlon, owner of APN 138-29-110-058, wish to increase the size of their properties by encroaching into that portion of the Tournament Players Club (TPC) golf course adjacent to their respective lots. Officials of TPC have agreed to grant 6,241 +/- square feet to Dr. Marlon's parcel and 5,719 +/- square feet to Mr. VanGemert's parcel. The Summerlin Design Review Committee had no objection to this land exchange. Their only stipulation is that no structures or impediments can be built on the newly acquired land. To accomplish this land transfer, Horizon Surveys recorded a Record of Survey Boundary Line Adjustment (BLA-32389) on January 5, 2009. A copy of the recorded BLA is included with this application.

The Land Use Classification associated with the golf course is PF while the classification for the two residential parcels is SF-1. Therefore, at this time it will be necessary for us to obtain approval of the land use reclassifications if for no other reason than to satisfy Assessor/Treasurer requirements.

The Summerlin Design Review Committee has provided us with a letter stating that they have no objection to this request. I have included a copy as part of the submittal package.

If you have any questions, please feel free to contact us.

Sincerely,

Terri Pastorelli
Project Coordinator

RECEIVED
SEP 08 2009

MOD-35911
10/22/09 PC

9901 Covington Cross Drive • Suite 120 • Las Vegas, Nevada 89144
Phone (702) 228-5066 • Fax (702) 228-0677 • Website: www.horizonsurveys.com

The Howard Hughes Corporation®

an affiliate of General Growth Properties, Inc.

January 6, 2009

Terri Pastorelli
Horizon Surveys
9901 Covington Cross Drive, Suite 120
Las Vegas, NV 89144

Re: **Request for Land Use Reclassification for portion of APN# 138-20413015,** Tournament Players Club (TPC) to APN 138-29110057 (property owner: Mr. Lodewijk Vangemert) and APN 138-29110015 (property owner: Mr. Anthony Marlon)

Dear Ms. Pastorelli,

We are in receipt of your letter dated December 4, 2008 requesting a land use reclassification of the TPC land portions being deeded to the respective property owners referenced above. The Summerlin Design Review Committee (SDRC) does not object to your request to reclassify the land use of these land portions from PF to SF-1.

Please contact me if you have any questions.

Sincerely,

Julie Cleaver
Vice President, Planning & Design

Encl. Copy of letter *(Horizon Surveys, dtd 12/04/08)*

RECEIVED
SEP 08 2009

HOWARD HUGHES PLAZA
10000 West Charleston Boulevard, Suite 200
Las Vegas, Nevada 89135-1004
Tel 702.791.4000

MOD-35911
10/22/09 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

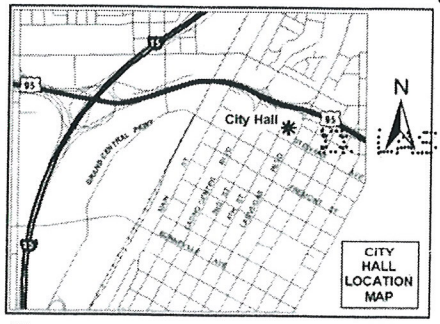
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 26 2009

Return Service Requested
Official Notice of Public Hearing



LAS VEGAS NV 890 10-08-09

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-35911

Planning Commission Meeting of 10/22/2009

Case: MOD-35911
13829211002
LANDRY STEVEN P
23799 MONTEREY-SALINAS
HWY #48
CORRAL DE TIERRA CA 93908-9335

HAVDS11 93908

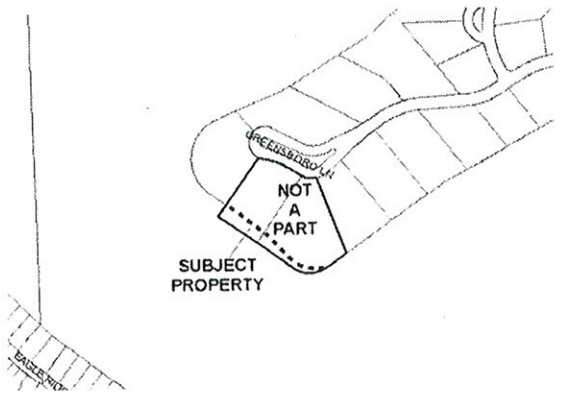
17P

Application Information

RENOTIFICATION - MOD-35911 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: ANTHONY M. MARLON AND RENEE MARLON FAMILY PROTECTION TRUST AND LODEWIJK A. VAN GEMERT - Request for a Major Modification to the Summerlin Master Development Plan TO AMEND THE EXISTING LAND USE DESIGNATION FROM: COS (COMMUNITY OPEN SPACE) TO: SF1 (SINGLE FAMILY DETACHED) on 0.27 acres, a portion of 9021 and 9025 Greensboro Lane (APNs 138-29-110-058 and 059), P-C (Planned Community) Zone, Ward 2 (Wolfson)

This modification is the right thing to do.
F.M. Corrigan

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 5, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request: or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

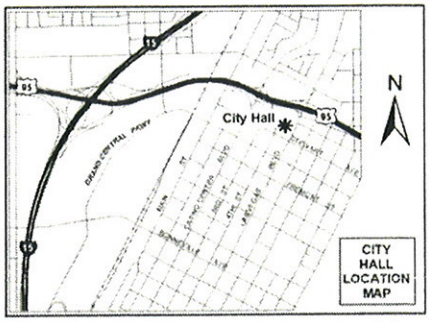
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 2 6 2009

RECEIVED
NOV 02 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-35911
Planning Commission Meeting of 11/05/2009

over

Case: MOD-35911
13829110013
CORRIGAN MICHAEL & NANCY FAM TR
%CORSTAN
4100 W FLAMINGO RD #1100
LAS VEGAS NV 89103-3940

Submitted after final agenda

Date 11/02/09 Item 17A

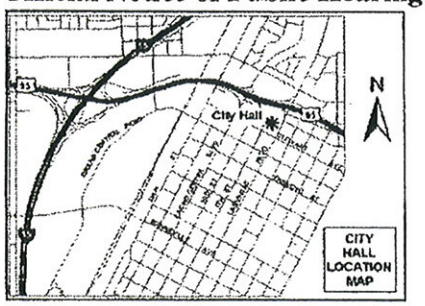
HAVOE11 89103

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

MOD-35911

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

Case: MOD-35911

13829310001
TOURNAMENT PLAYERS CLUB
1700 VILLAGE CENTER CIR
LAS VEGAS NV 89134-6302

HAVDE11 89134

Submitted after final agenda

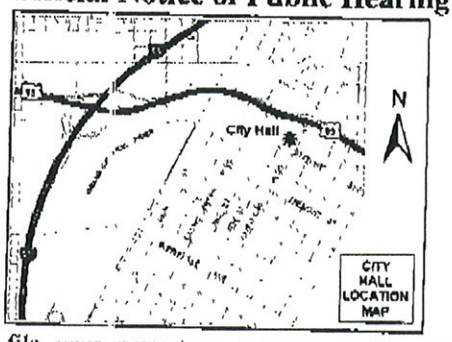
Date 11/02/09 Item 17A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 386-7268. 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.

MOD-35911

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: MOD-35911

13829212001
NOVICK MICHAEL J & EMILY
9032 PLAYERS CLUB DR
LAS VEGAS NV 89134-6355

HAVOS11 89134

Submitted after final agenda

Date 10/29/09 Item 17A

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ZON-36119 - REZONING - PUBLIC HEARING - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 1.43 acres generally located on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road (APN 138-14-802-007), Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend APPROVAL

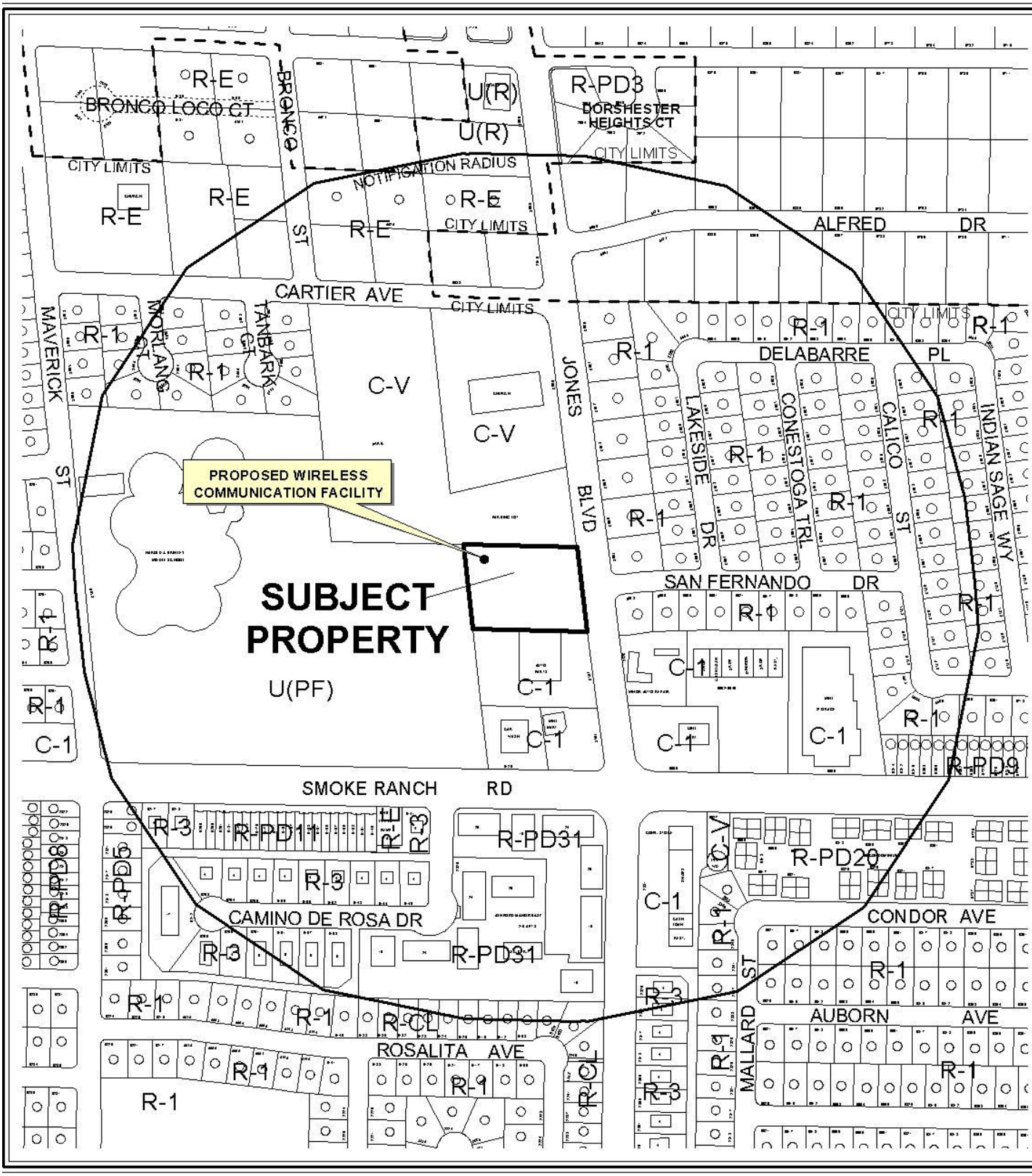
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (4-3 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 35



0 300 600 Feet

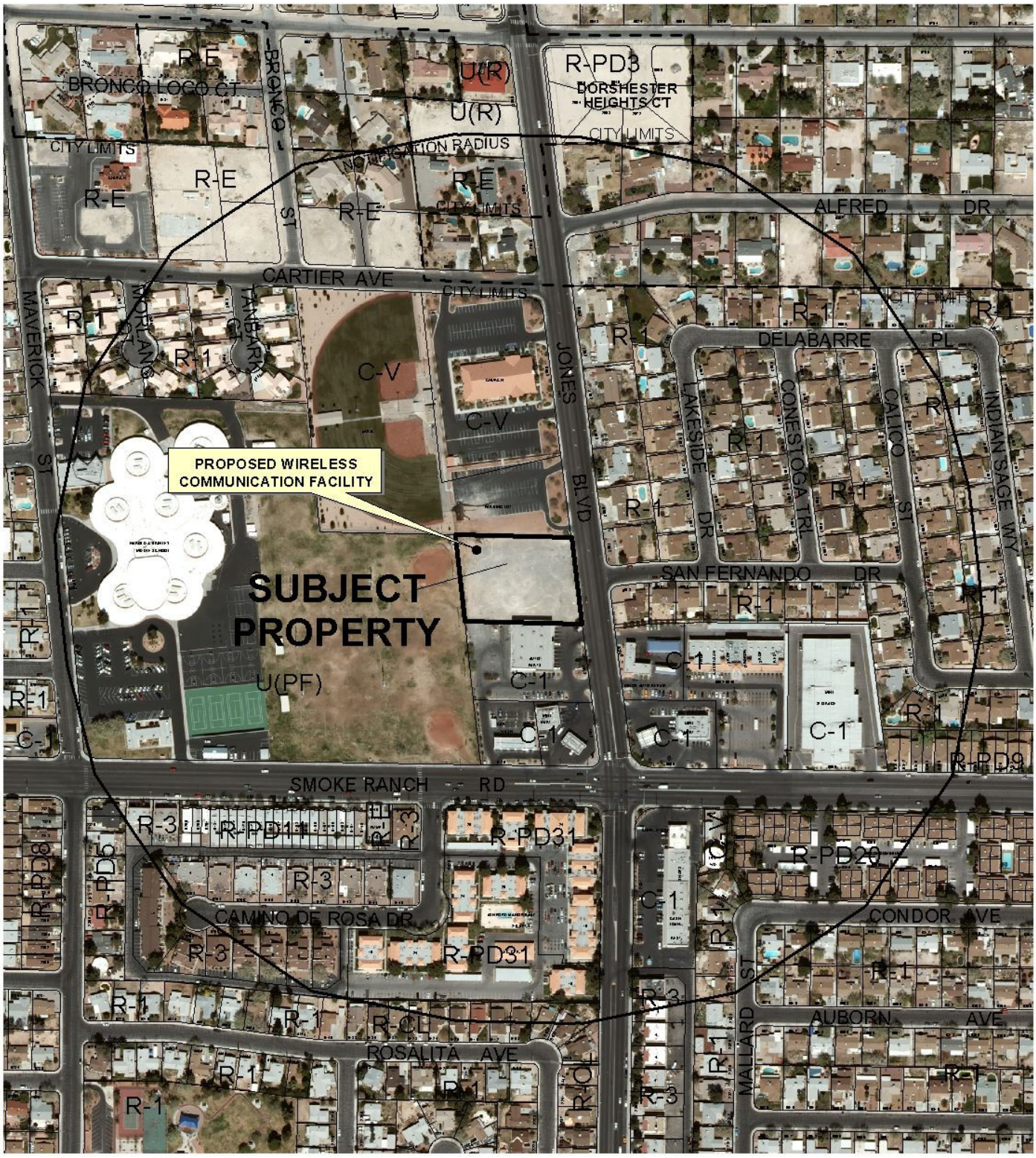
CASE: **ZON-36119**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-36119**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-36119 - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC

** CONDITIONS **

The Planning Commission (4-3/bg, rt, se vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning from the U (Undeveloped) [SC (Service Commercial) General Plan Designation] district to C-1 (Limited Commercial) district on 1.43 acres generally located on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road. The site is currently undeveloped; and there are no structures on the site. An associated request for a Special Use Permit (SUP-36117) for a Wireless Communication Facility, Stealth Design (Monopine) has also been submitted. The applicant is proposing a zone change that is consistent with the existing General Plan designation and will be compatible with the surrounding zoning districts; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/26/90	The City Council approved the Reclassification (Z-0010-90) of a property on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road.
11/12/04	A deed was recorded for a change of ownership on the west side of Jones Boulevard, approximately 360 feet north of Smoke Ranch Road.
11/05/09	The Planning Commission recommended approval of companion item SUP-36117 concurrently with this application. The Planning Commission voted 4-3/bg, rt, se to recommend APPROVAL (PC Agenda Item #35/ao).
Related Building Permits/Business Licenses	
There are no related permits/business licenses pertaining to the subject site.	
Pre-Application Meeting	
09/02/09	A pre-application meeting was held to discuss the application submittal requirements for a Rezoning and Special Use Permit.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
10/01/09	A field check was conducted by staff. The subject site is undeveloped. The site was generally clean, but there is some graffiti on the posted for sale sign.

Details of Application Request	
Site Area	
Gross Acres	1.43

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped)
North	Church/ House of Worship	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
South	Auto Parts	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
West	Public Middle School	PF (Public Facility)	U (Undeveloped)

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
A-O Airport Overlay District (105 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is zoned U (Undeveloped) [SC (Service Commercial) General Plan Designation] district. The applicant is requesting a Rezoning to C-1 (Limited Commercial), which is intended to allow for retail shopping and mixed use development. Currently, the site is undeveloped and is located within 360 feet of an intersection of two primary thoroughfares. The proposed C-1 (Limited Commercial) District is consistent with the Service Commercial category of the General Plan. The proposed C-1 (Limited Commercial) district is also compatible with adjacent zoning districts within that area; staff is therefore recommending approved of this Rezoning request.

The City of Las Vegas Public Works Department has noted that, upon development of this parcel, appropriate right-of-way dedications, street improvements, drainage plan/studies and traffic mitigation commitments will be required.

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-1 district is consistent with the existing SC (Service Commercial) General Plan land use designation.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed by the C-1 (Limited Commercial) zoning district are compatible with the surrounding land uses and zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The subject site is zoned of U (Undeveloped) [SC (Service Commercial) General Plan Designation]. The proposed rezoning of the subject site to the C-1 (Limited Commercial) district will allow conformance with the existing SC (Service Commercial) land use designation of the subject site.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed from Jones Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 256 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-36119 APN: 138-14-802-007

Name of Property Owner: Surete Siete, LLC

Name of Applicant: Horvath Towers, LLC

Name of Representative: Alex Novak

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: A. PATEL

Subscribed and sworn before me

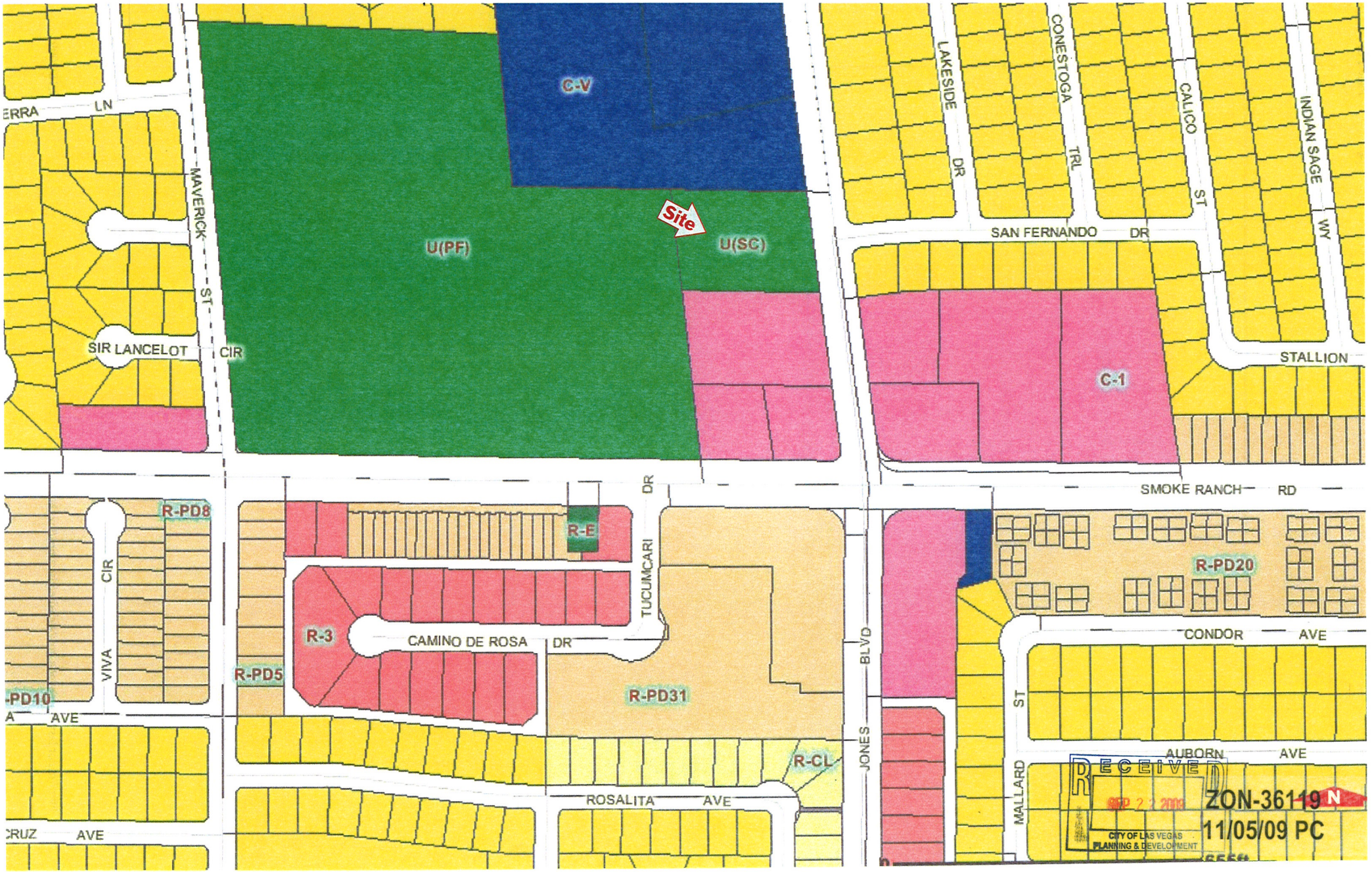
This 14th day of SEPT, 2009

_____

Notary Public in and for said County and State

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROGER E. HUNT
No: 04-92828-1
My Appointment Expires Nov. 10, 2012


C-V
Site
U(PF)
U(SC)
C-1
R-PD8
R-E
R-3
R-PD5
R-PD31
R-PD20
R-CL
LAKESIDE DR
CONESTOGA TRL
CALICO ST
INDIAN SAGE WY
SAN FERNANDO DR
STALLION
SMOKE RANCH RD
MAVERICK ST
SIR LANCELOT CIR
CIR
VIVA
TUCUMCARI DR
CAMINO DE ROSA DR
JONES BLVD
CONDOR AVE
AUBORN AVE
MALLARD ST
ROSALITA AVE
AVE
RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
ZON-36119
11/05/09 PC

ABBREVIATIONS

ADJ	ADJUSTABLE	SF	SQUARE FOOT
APPROX	APPROXIMATE	SHT	SHEET
BCW	BARE COPPER WIRE	SIM	SIMILAR
CAB	CABINET	SS	STAINLESS STEEL
CLG	CEILING	STL	STEEL
CONC	CONCRETE	T/C	TOP OF CONCRETE
CONT	CONTINUOUS	T/M	TOP OF MASONRY
CJ	CONSTRUCTION JOINT	T/S	TOP OF STEEL
DIA	DIAMETER	TYP	TYPICAL
DWG	DRAWING	F.V.	FIELD VERIFY
EGB	EQUIPMENT GROUND BAR	UNO	UNLESS NOTED OTHERWISE
EA	EACH	WWF	WELDED WIRE FABRIC
ELEC	ELECTRICAL	w/	WITH
EL	ELEVATION	BTS	BASE TRANSMISSION STATION
EQ	EQUAL	PCS	PERSONAL COMMUNICATIONS SERVICES
EQUIP	EQUIPMENT		
(E)	EXISTING		
EXT	EXTERIOR		
FF	FINISHED FLOOR	℄	CENTERLINE
GA	GAUGE	ℙ	PLATE
GALV	GALVANIZED	&	AND
GC	GENERAL CONTRACTOR	@	AT
GRND	GROUND		
LG	LONG		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MGB	MASTER GROUND BAR		
MIN	MINIMUM		
MTL	METAL		
N.I.C.	NOT IN CONTRACT		
NTS	NOT TO SCALE		
O.C.	ON CENTER		
OPP	OPPOSITE		

SYMBOLS AND MATERIALS

NEW ANTENNA
EXISTING ANTENNAS
ASPHALT
CONCRETE
ELECTRIC BOX
LIGHT POLE
FND. MONUMENT
SPOT ELEVATION
REVISION
GRID REFERENCE
DETAIL REFERENCE
ELEVATION
SECTIONS & DETAILS

GROUT OR PLASTER
(E)BRICK
(E)MASONRY
CONCRETE
EARTH
GRAVEL
PLYWOOD
SAND
WOOD CONT.
WOOD BLOCKING
STEEL
CENTER LINE
PROPERTY LINE
ELEVATION TAG
GROUND WIRE
COAXIAL CABLE

PROFESSIONAL CERTIFICATION

NEVADA ONE CALL SYSTEM, INC. 1-800-227-2600 STOP-CALL BEFORE YOU DIG!

The Utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

HORVATH COMMUNICATIONS

SMOKE RANCH & JONES

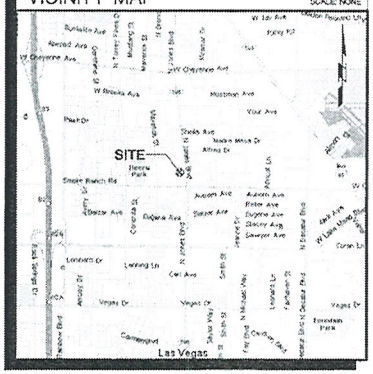
HV319
2521 N. JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
S/H PROJECT #8099201

LOCATION PLAN

JURISDICTION: CITY OF LAS VEGAS
ZONING: U – UNDEVELOPED
☐EXISTING BUILDING ☐EXISTING TOWER ☒RAWLAND
☐EXISTING WATER TOWER ☐OTHER:

VICINITY MAP

SCALE: NONE



DRIVING DIRECTIONS

DEPART FROM 441 MACBREY DR., LAS VEGAS: TURN NORTH TO HIDDEN PALMS PKY FOR .5 MILE. TURN NORTH TO POLLOCK DR FOR .2 MILE. TURN EAST TO E WINDMILL LANE FOR .5 MILE. TAKE RAMP TO I-215[SOUTHERN LAS VEGAS BELTWAY] FOR 3.4 MILES TOWARDS I-215. TAKE EXIT 3 TOWARDS GREEN VALLEY PARKWAY. KEEP RIGHT TO STAY ON RAMP FOR 131 YARDS TOWARDS GREEN VALLEY PARKWAY SOUTH. BEAR SOUTH TO S GREEN VALLEY PKY FOR 1.2 MILES. TURN WEST TO W HORIZON RIDGE PKWY FOR .6 MILE. TURN NORTH ONTO LOCAL ROAD(S) FOR .32 YARDS. ARRIVE @ SITE.

PROJECT SUMMARY

SITE NUMBER:	TBD
SITE NAME:	SMOKE RANCH & JONES
SITE ADDRESS:	2521 N. JONES BLVD LAS VEGAS, NV 89108
FACILITY OCC.:	ATT
LEASE AREA:	40' X 60'
EQUIPMENT ENCLOSURE:	OUTDOOR EQUIPMENT CABINETS
CURRENT ZONING:	UNDEVELOPED
PROPERTY OWNER:	SURETE SIETE LLC PO BOX 15242 LAS VEGAS, NV 89114
PROPERTY CONTACT:	RUSS BONO PHONE: (702) 372-3522
PARCEL NUMBER:	138-14-802-007
APPLICANT:	*HORVATH COMMUNICATIONS* 312 W. COLFAX AVE. SOUTH BEND, IN 46601 ALEX NOVAK PHONE: (847) 644-6300
A/E FIRM:	SHIVE-HATTERY 3025 HIGHLAND PARKWAY SUITE 140 DOWNERS GROVE, IL 60515 (630) 390-7444 EXT. 310 JAMES DOWNEY

PROJECT DESCRIPTION

1. MOUNT CARRIER ANTENNAS ON PROPOSED MONOPINE.
2. EQUIPMENT SHELTER & CABINETS INSTALLED WITHIN NEW COMPOUND/LEASE AREA
3. INSTALL COAX CABLES, POWER / TELCO SERVICES AND GROUNDING.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GPS COORDINATES

LATITUDE: N36° 12' 17.1"
LONGITUDE:W115° 13' 30.0"
ELEVATION AT GRADE: 2252'

SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	0
A-1	SITE PLAN	0
A-2	COMPOUND PLAN	0
A-3	ELEVATION	0
A-4	SLAB & DETAILS	0
A-5	BLOCK WALL DETAILS	0
E-1	ELECTRICAL SITE PLAN	0
E-2	UTILITY RACK DETAILS	0

APPROVALS

HORVATH COMMUNICATIONS — DATE

PROPERTY OWNER/ OWNERS REP/LESSOR — DATE

ZON-36119
11/05/09 PC

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

HORVATH COMMUNICATIONS 312 W. COLFAX AVE. SOUTH BEND, IN 46601

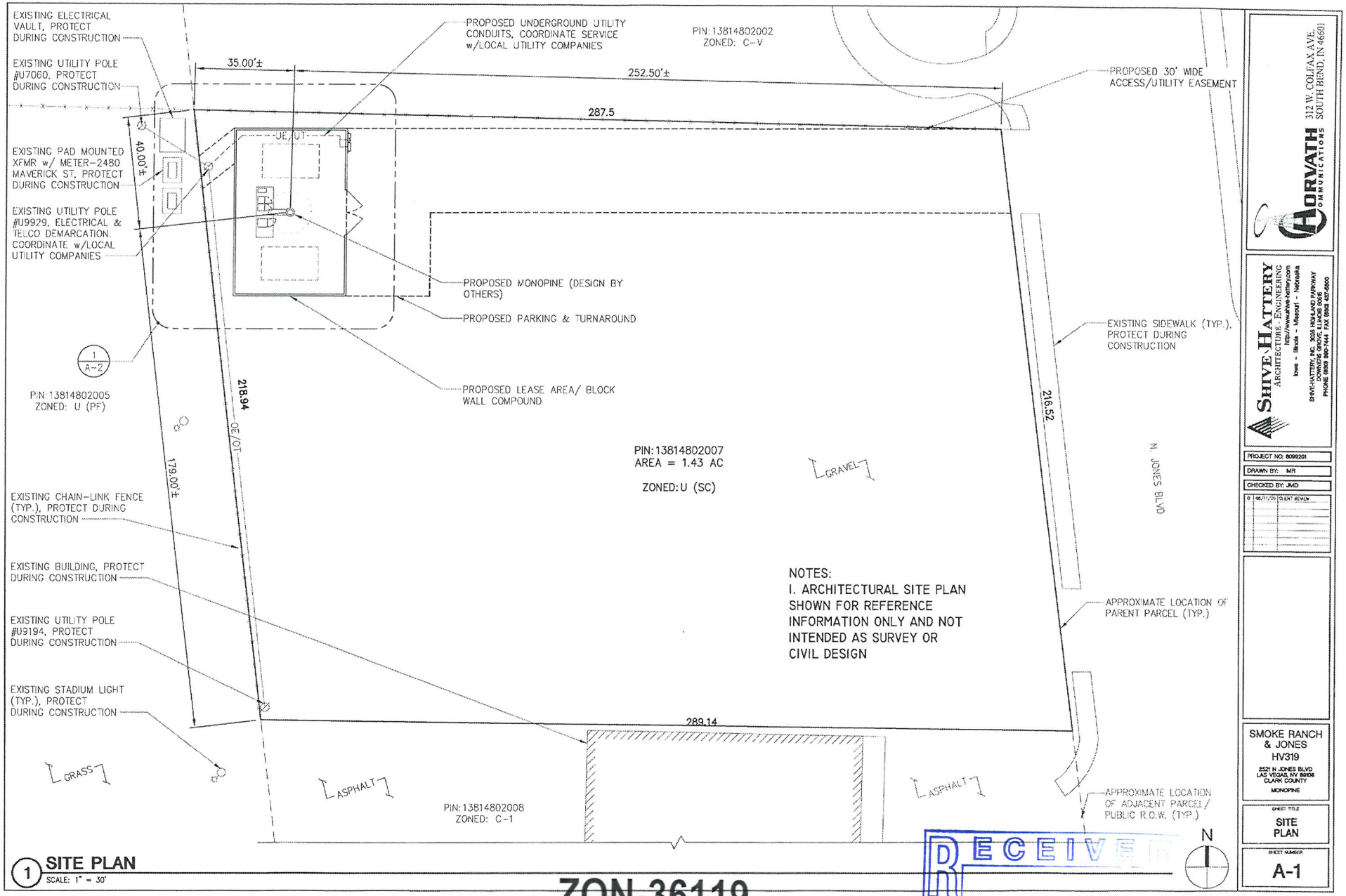
SHIVE-HATTERY ARCHITECTURE - ENGINEERING
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 390-7444 FAX (630) 437-0800

PROJECT NO: 8099201
DRAWN BY: KS
CHECKED BY: JMD
B 09/13/09 CLIENT REVIEW

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



1 SITE PLAN
SCALE: 1" = 30'

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3005 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 390-7444 FAX (630) 437-5800

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	08/11/09	CLIENT REVIEW

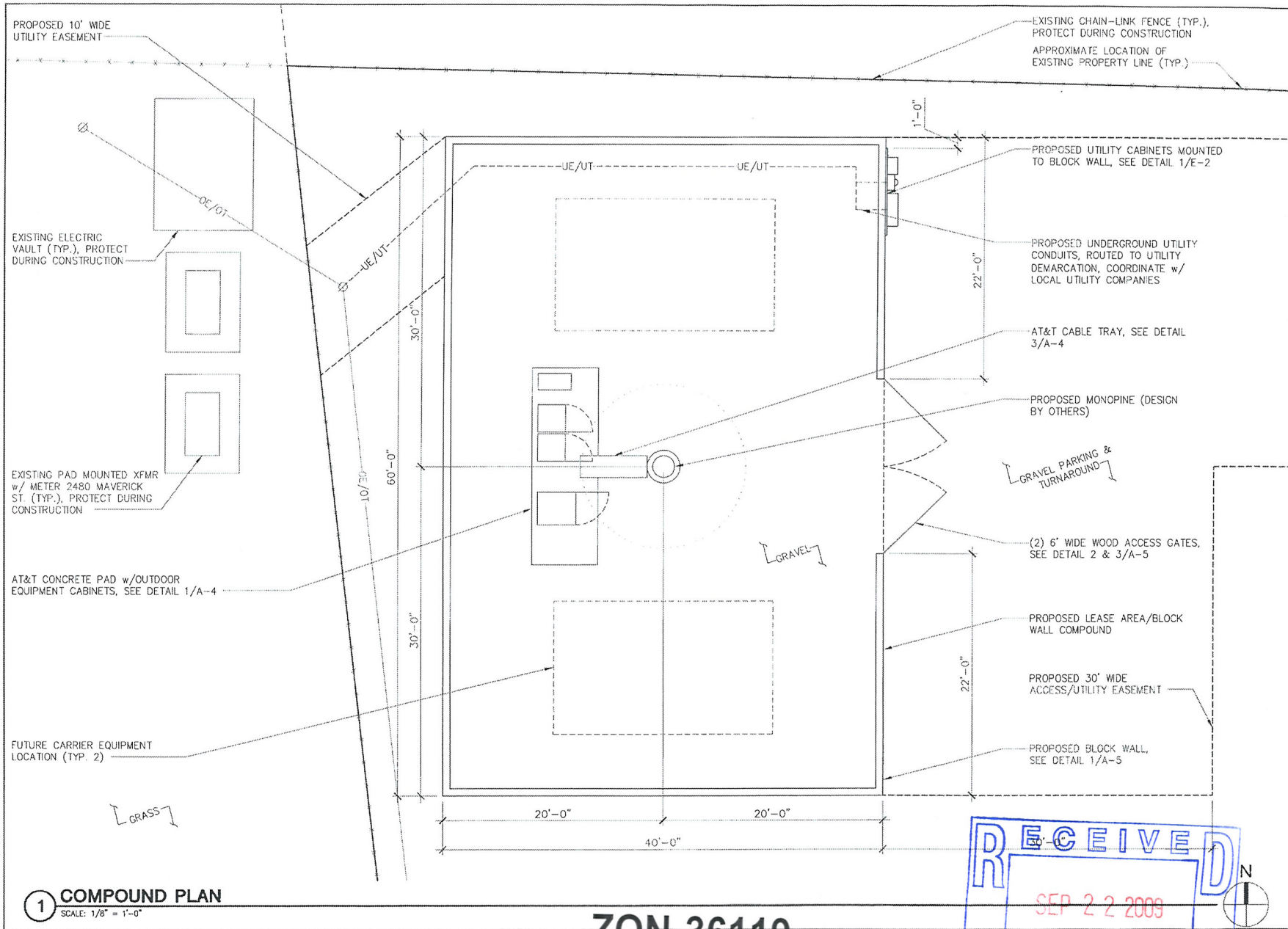
SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

RECEIVED
SEP 2 2 2
CITY OF LAS VEGAS
PLANNING & DEVELOP...

ZON-36119
11/05/09 PC



1 COMPOUND PLAN
SCALE: 1/8" = 1'-0"

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
Iowa · Illinois · Missouri · Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 360-7444 FAX (630) 437-6800

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

9	08/11/09	CLIENT REVIEW

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
A-2

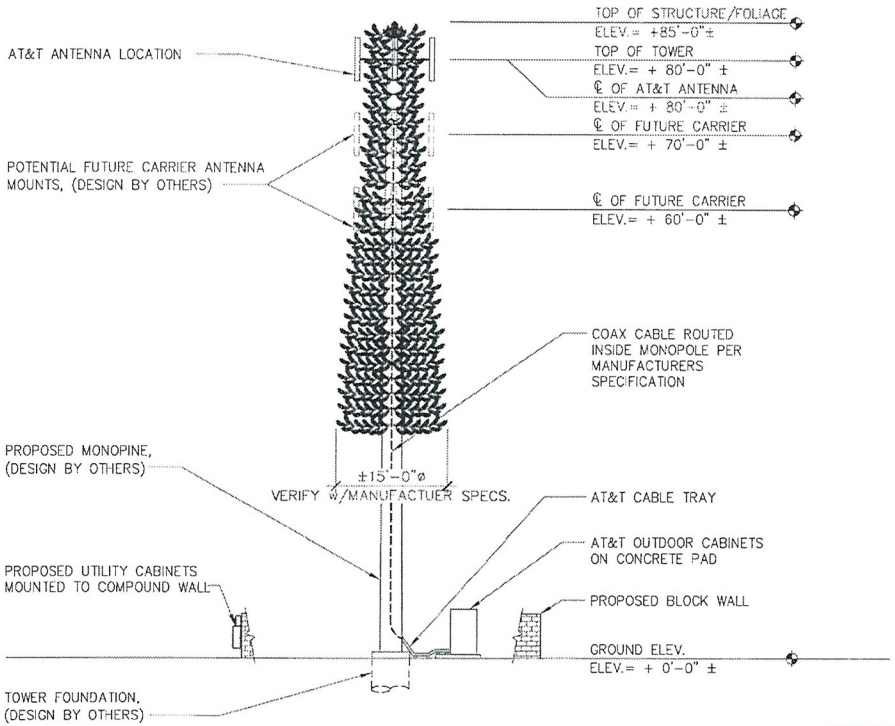
RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

ZON-36119
11/05/09 PC

GENERAL NOTES:

SCT-01-NO-01-001

1. ELEVATION IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON STRUCTURE IN ACCORDANCE WITH PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM SHIVE-HATTERY ENGINEERED DOCUMENTS.
3. ANTENNAS, COAX, SUPPORTS, & ETC. SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.
4. TOP OF ANTENNA WILL NOT EXTEND BEYOND TOP OF LIGHTNING ROD.



1 ELEVATION
SCALE: 1/16"=1'-0"

ZON-36119
11/05/09 PC

RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 930-7744 FAX (630) 427-0600

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

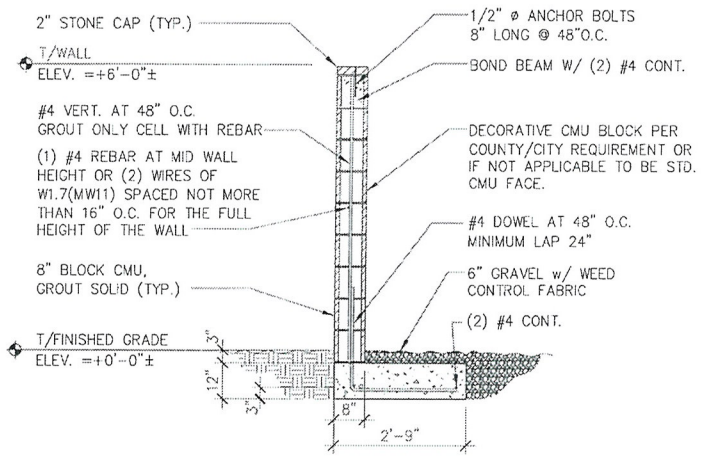
0	09/11/09	CLIENT REVIEW

SMOKE RANCH & JONES
HV319
8523 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
ELEVATION

SHEET NUMBER
A-3

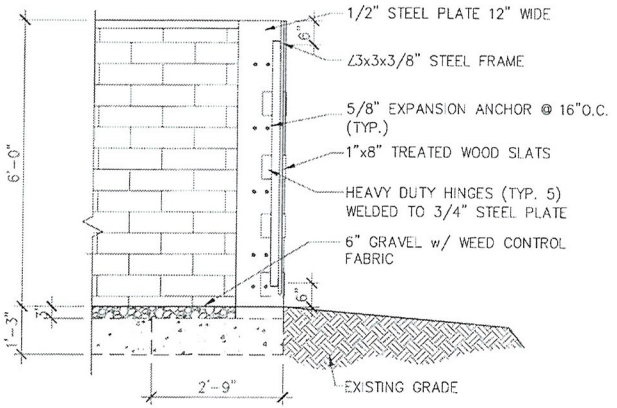
Plotted: Fri, 09/25/09 - 11:50:10am | File: S:\Horvath\HV319\CAD\HV319-A1.DWG | DATE: 09/11/2009 | Time: 17:50 | XREF: | P:\Horvath\HV319\CAD\HV319-A1.DWG



1 TYPICAL SCREEN WALL SECTION

SCALE: NONE

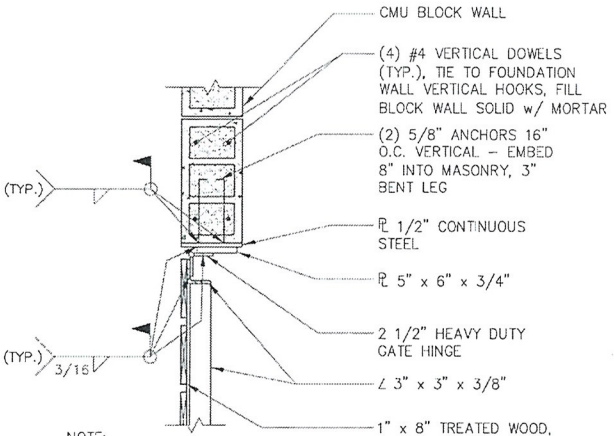
SCT-01-FN-07-007-NV



2 ENCLOSURE SECTION

SCALE: NONE

SCT-01-FN-07-009-NV



NOTE:
1. GATE ASSEMBLY SIM. OPPOSITE SIDE.

2. STEEL SHALL BE HOT DIPPED GALVANIZED.

3 GATE ATTACHMENT DETAIL

SCALE: NONE

SCT-01-FN-07-005-NV

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
Iowa · Illinois · Missouri · Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 960-7444 FAX (630) 427-2900

PROJECT NO: 8099201
DRAWN BY: JCS
CHECKED BY: JMD
9 06/11/09 CLIENT REVIEW

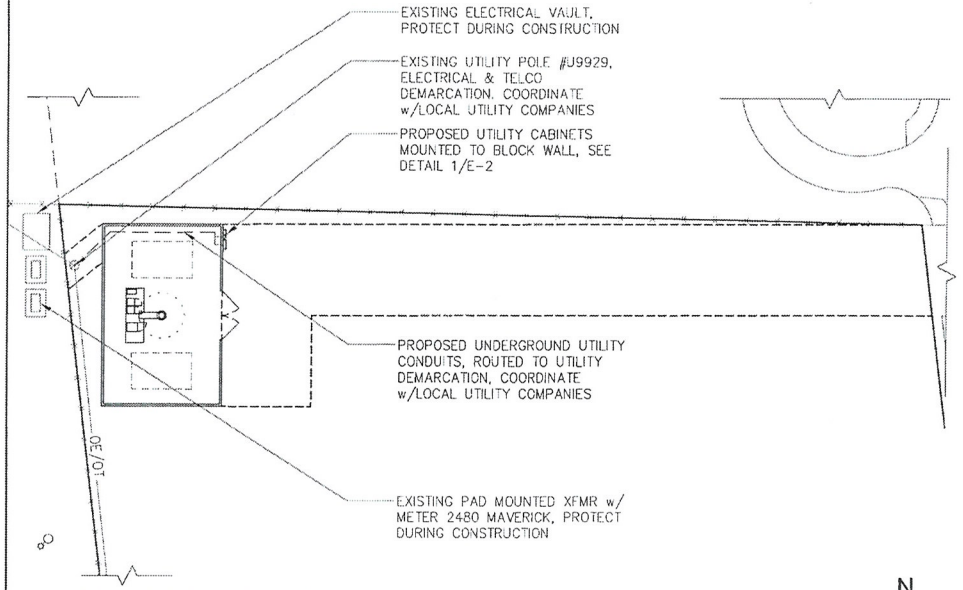
SMOKE RANCH & JONES
HV319
2321 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
BLOCK WALL DETAILS

SHEET NUMBER
A-5

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

ZON-36119
11/05/09 PC



1 ELECTRICAL SITE PLAN

SCALE: 1"=40'

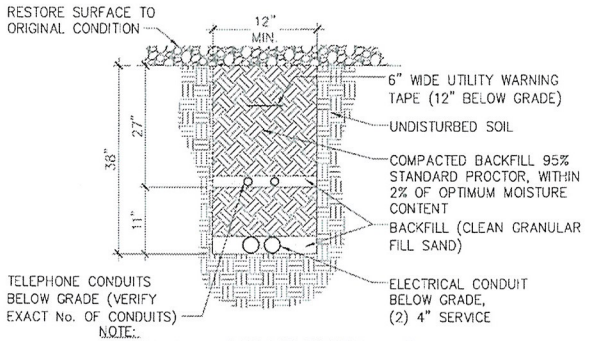
N

SERVICE NOTES:

1. SERVICE POWER SHALL BE (120/240VAC, 600A, 1ø, 3W) OR (120/208VAC, 600A, 1ø,3W).
2. A 600 AMP, 120/240V, 1ø METER RACK SHALL BE INSTALLED WHERE IT IS ACCESSIBLE FOR READOUT. THE NUMBER OF JAWS IN THE METER SOCKET AND THEIR ARRANGEMENT WILL DEPEND ON THE VOLTAGE SERVICE.
3. CABLE SIZES SHALL BE ADJUSTED TO COMPENSATE FOR VOLTAGE DROP IF LONGER THAN 180FT. VERIFY CONDUIT SIZE WHEN CHANGING CABLE SIZE.
4. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY MANUFACTURER.
5. CONDUITS ROUTED BELOW GRADE NEAR ACCESS DRIVE OR WITH/IN COMPOUND SHALL BE SCHEDULE 40 PVC (U.N.O.).
6. AS DETERMINED BY LOCAL UTILITIES 3ø SERVICE MAY BE REQUIRED.

ELECTRICAL SERVICE KEY NOTES:

1. TELCO CABINET 36"X36"X12" NEMA 3R MOUNTED TO BLOCK WALL.
2. SQUARE 'D' 600A, 1ø, 3W EZ METER CENTER, CAT# EZM113225 CU OR APPROVED EQUIVALENT. (3) GANG METER CENTER FOR FUTURE CARRIER CO-LOCATION.
3. 2/0 AWG CU WIRE
4. 3/4" x10'-0" LG COPPER CLAD STEEL GROUND ROD, GROUND RESISTANCE NOT TO EXCEED 5 OHMS.
5. BLOCK WALL
6. SECONDARY CONDUCTORS: (2) SETS OF (3) – 350 KCMIL CU IN 3" SCH. 40 PVC, COORDINATE w/ LOCAL UTILITY COMPANY
7. 4" SCH. 40 PVC ROUTED TO TELCO DEMARC w/ TELCO SERVICE CABLES
8. PROVIDE LONG SWEEPS FIBERGLASS ELBOW TRANSITION TO 4" RMC @ BASE OF POLE TO 10' ABOVE GRADE, SEAL CONDUIT WEATHER TIGHT.
9. PROVIDE LONG SWEEPS FIBERGLASS ELBOW TRANSITION TO 3" RMC @ BASE OF POLE TO 10' ABOVE GRADE, SEAL CONDUIT WEATHER TIGHT.

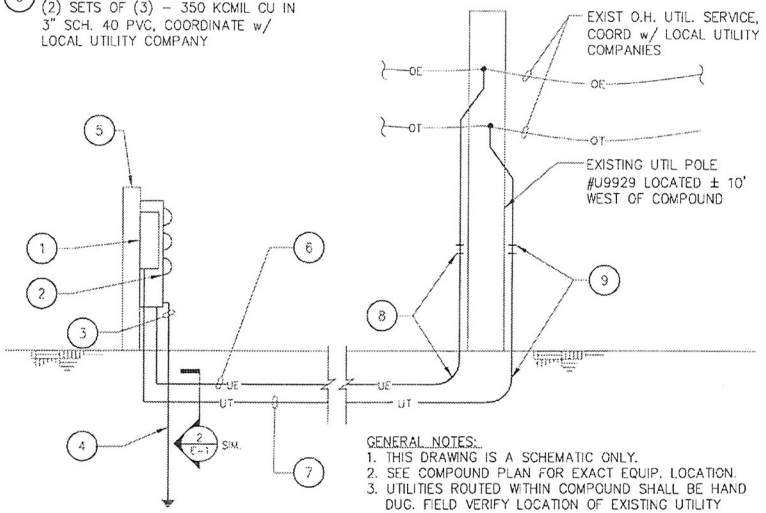


NOTE:
1. SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.
2. PULL STRINGS SHALL BE INSTALLED IN CONDUITS.
3. COORDINATE EXACT DEPTHS OF UTILITY CONDUITS w/ LOCAL UTILITY COMPANIES

2 JOINT TRENCH ELECTRIC/TELEPHONE

SCALE: NONE

SCT-01-EL-02-001-NV



GENERAL NOTES:
1. THIS DRAWING IS A SCHEMATIC ONLY.
2. SEE COMPOUND PLAN FOR EXACT EQUIP. LOCATION.
3. UTILITIES ROUTED WITHIN COMPOUND SHALL BE HAND DUG. FIELD VERIFY LOCATION OF EXISTING UTILITY ROUTING.

3 UNDERGROUND UTILITY SERVICE ENTRANCE - (TYP.)

SCALE: NONE

SCT-01-EL-01-004-NV

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY ARCHITECTURE + ENGINEERING
Iowa - Illinois - Missouri - Nebraska
ILLINOIS FIRM NUMBER: 184-000214
SHIVE-HATTERY, INC. 3005 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 969-7641 FAX (630) 969-7606

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	09/21/09	CLIENT REVIEW

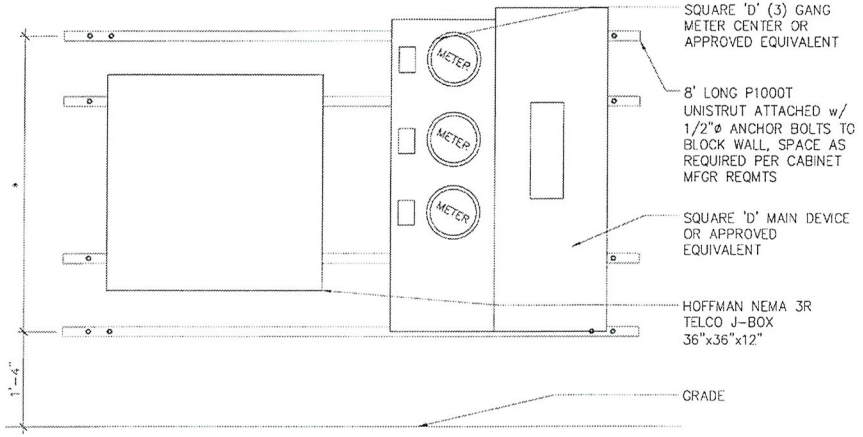
SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
ELECTRICAL SITE PLAN

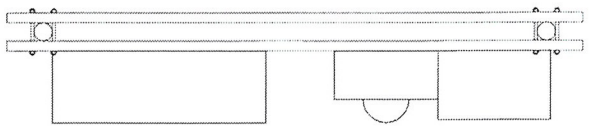
SHEET NUMBER
E-1

ZON-36119
11/05/09 PC

RECEIVED
SEP 2 2 20
CITY OF LAS VEGAS



ELEVATION



PLAN

NOTES:

1. *– COORDINATE ELEVATIONS WITH EQUIPMENT HEIGHT.
2. STEEL SHALL BE HOT DIP GALVANIZED.

1 **UTILITY RACK**
SCALE: NONE

SCT-01-EQ-02-003-NV

ZON-36119
11/05/09 PC

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

CORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE - ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 360-7444 FAX (630) 437-5800

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	08/11/09	CLIENT REVIEW

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
UTILITY RACK DETAILS

SHEET NUMBER
E-2



ZON-36119 APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



ZON-36119 APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



ZON-36119 APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



ZON-36119 APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

Novation group Consulting ltd.
real estate solutions

September 18, 2009

City of Las Vegas, Development Services
731 South Fourth Street
Las Vegas, NV 89101

Re: Proposed Rezoning from U to C-1, 2521 (approx) Jones Blvd, Las Vegas, NV

Dear Sir or Madam:

Horvath Towers, LLC is proposing to rezone a parcel of land in the Northwest Quadrant of Smoke Ranch and Jones Blvd in Las Vegas. The APN for the parcel is 138-14-802-007; the parcel owner is Surete Siete LLC. Horvath Towers has entered into a lease with Surete Siete for construction of an 80' stealth monopine cell tower and related equipment to be located inside a walled compound.

The subject property is currently designated as "U – Undeveloped" by the City of Las Vegas and is designated as Service Commercial in the General Plan. We are requesting a rezoning to a C-1, commercial designation as part of this proposal.

We feel that the proposed project is compatible with the surrounding land uses and zoning classifications. Please see the attached zoning drawings for a depiction of the proposed project.

If you have any questions, please do not hesitate to call me at 847-644-6300. I look forward to working with you.

Sincerely,

Alexander K. Novak
Attachment

ZON-36119
11/05/09 PC

RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

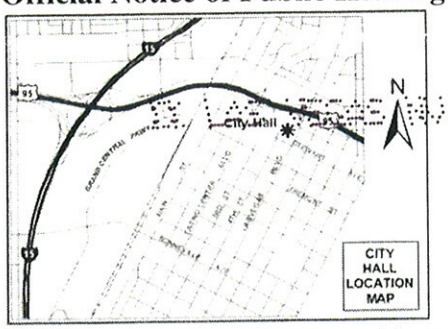
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



LV LAS VEGAS NV 890 10-24-09

RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36119 & SUP-36117
Planning Commission Meeting of 11/5/2009

Case: ZON-36119
13823514017
GALLANTE LISA
32 ROCHDALE RD
POUGHKEEPSIE NY 12603-1422

HAVDS11 12603

Submitted after final agenda

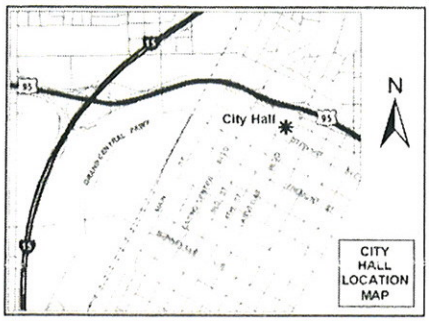
Date 11/02/09 Item 35P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



the tower location is too close to flight path of airplanes. about one block north on Jones a plane crashed into a house.

RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36119 & SUP-36117
Planning Commission Meeting of 11/5/2009

Case: ZON-36119
13814813001
SMITH GAYLE & BARBARAMAE FAM TR
P O BOX 570883
LAS VEGAS NV 89157-0883

HAVDS11 89157

Submitted after final agenda

Date 10/29/09 Item 35P

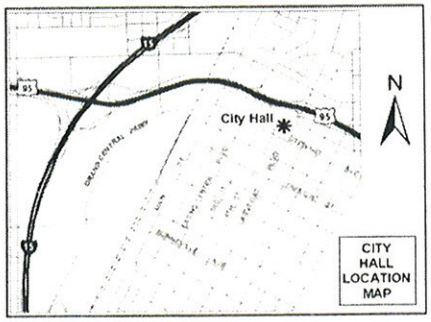
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
OCT 29 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



I oppose any more variances at this area. 85' is our lowers at this area and should not be allowed.
Sharon H Stover
10/26/09

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request SUP 36117-36119

Please use available blank space on card for your comments.

ZON-36119 & SUP-36117
Planning Commission Meeting of 11/5/2009

Case: ZON-36119
13824110016
STOVER GEORGE M JR & SHARON H
8180 W LONE MOUNTAIN RD
LAS VEGAS NV 89129-4804

HAVDS11 89129

Submitted after final agenda
Date 10/29/09 Item 35P

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

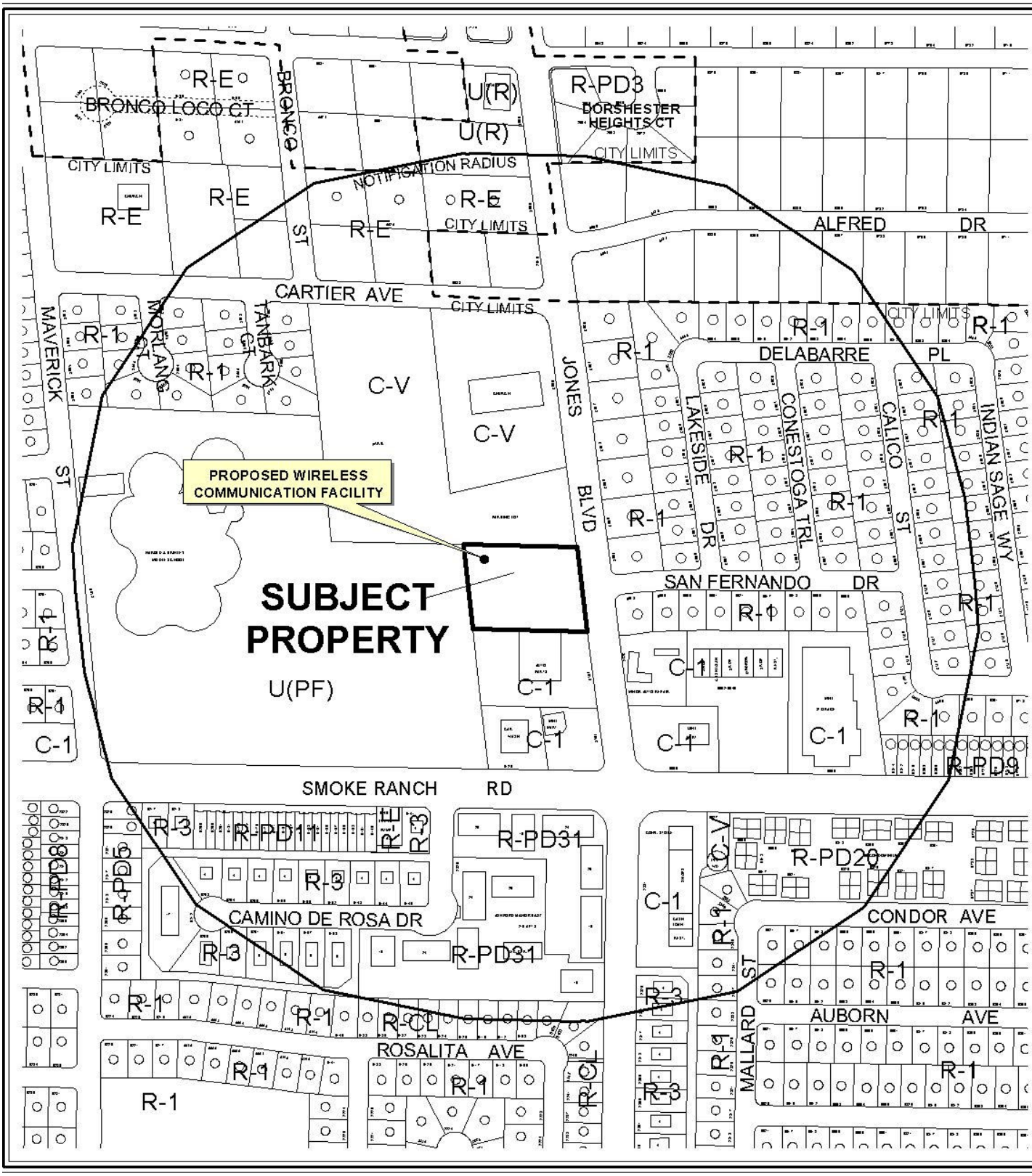
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36117- SPECIAL USE PERMIT RELATED TO ZON-36119 - PUBLIC HEARING - APPLICANT: HORVATH TOWERS - OWNER: SURETE SIETE, LLC - Request for a Special Use Permit FOR A PROPOSED 85-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPINE) generally located on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road (APN 138-14-802-007), U (Undeveloped) [SC (Service Commercial) General Plan Designation] Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-3 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 36



0 300 600 Feet

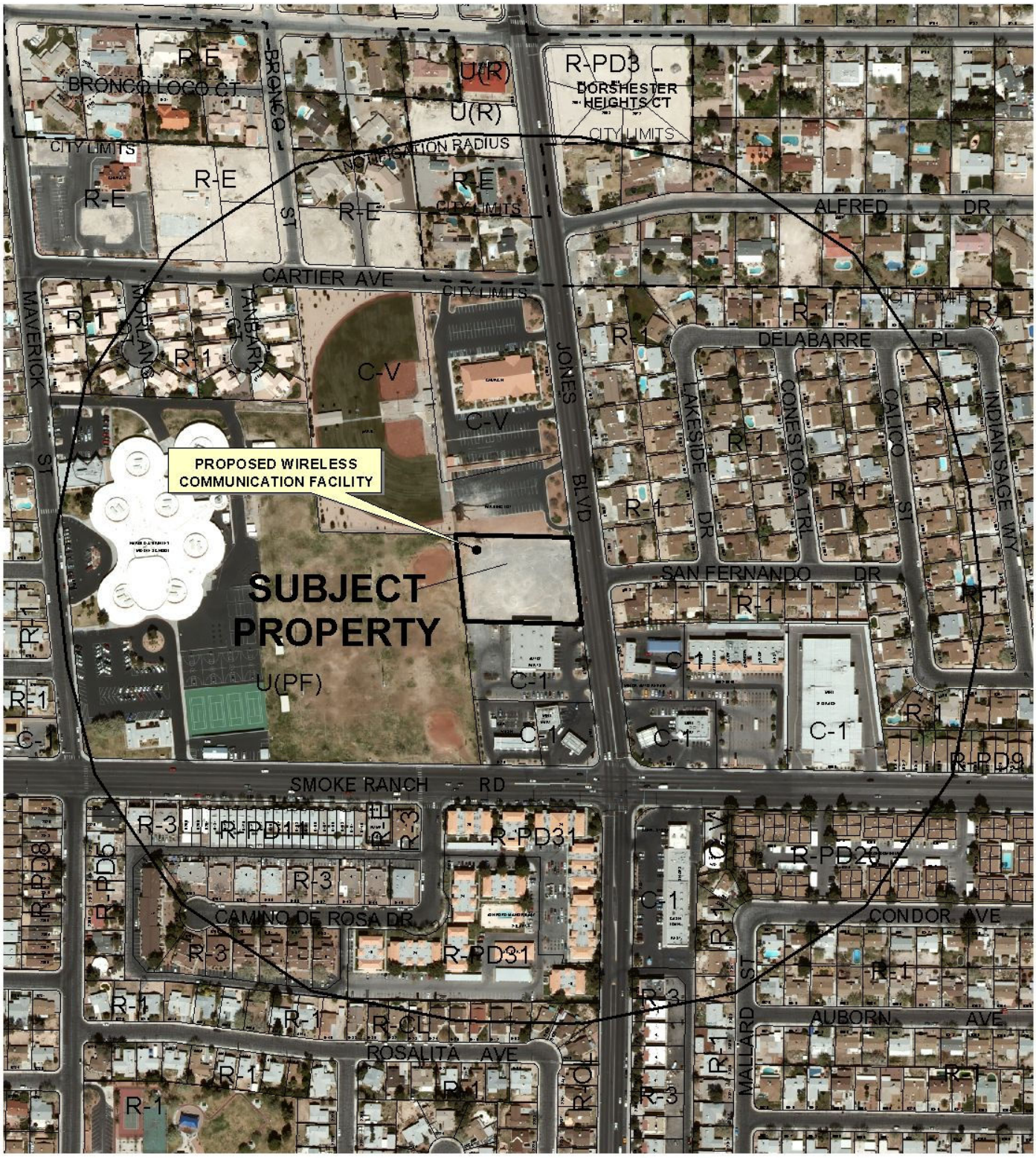
CASE: **SUP-36117**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

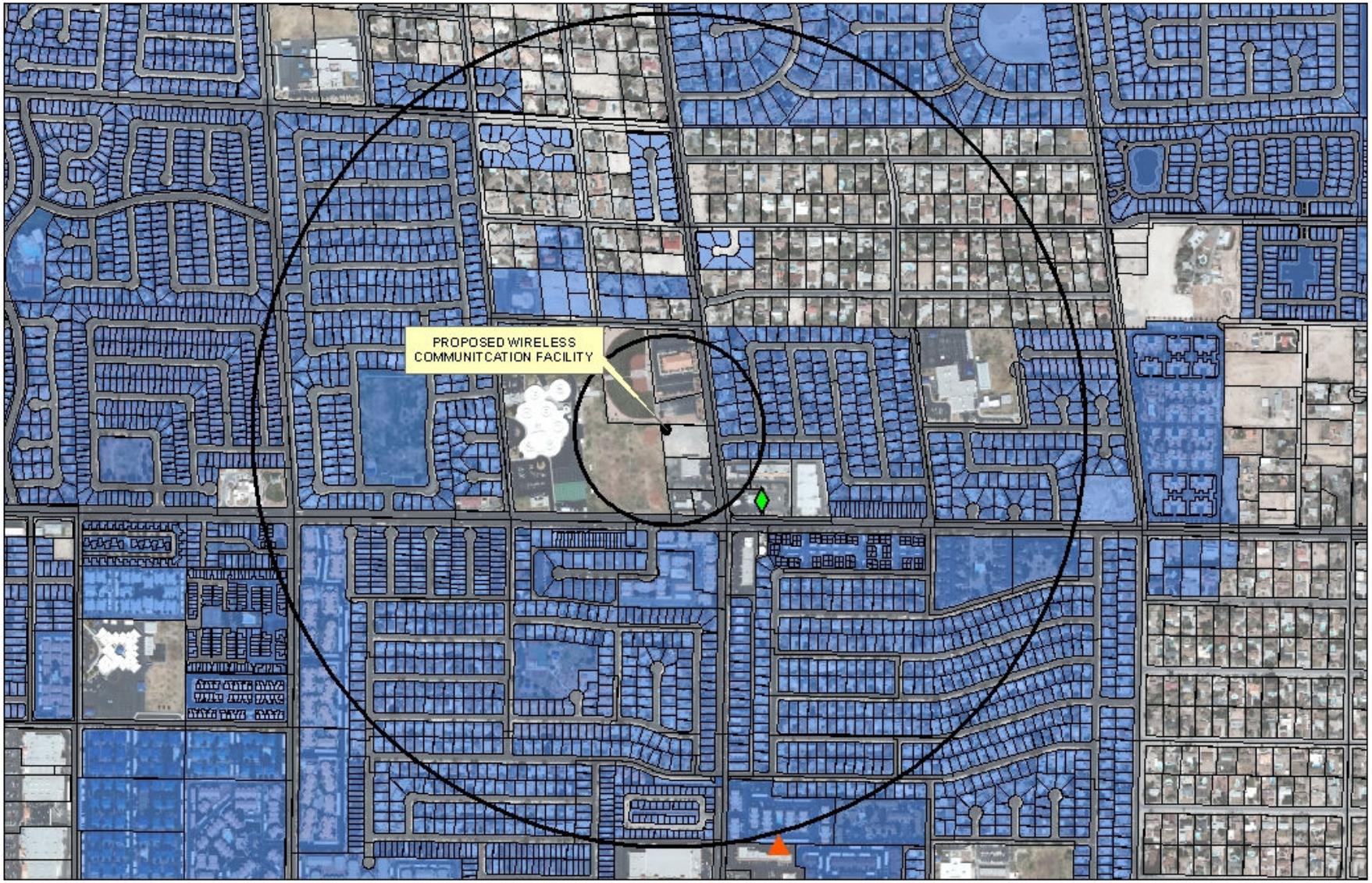
CASE: **SUP-36117**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

N



SUP-36117

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

N

0 550 1,100 2,200 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36117- APPLICANT: HARVATH TOWERS, LLC. OWNER: SUERTE SIETE, LLC.

** CONDITIONS **

The Planning Commission (4-3/bg, rt, se vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

2. A technical landscape plan conforming to the minimum requirements of Title 19.12, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

3. The access driveway area shall be paved to comply with Title 19.10.

4. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Stealth Design use.

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.

Public Works

7. The proposed monopole shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted base shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 85-foot tall Wireless Communication Facility, Stealth Design (Monopine) on an undeveloped lot located on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road. The proposed facility will accommodate up to four carriers. The initial installation will provide 12 antennas on the proposed Wireless Facility. The applicant is proposing to provide an enclosure with a six-foot wall to screen to the facility designed to match the walls in the surrounding area, as well as perimeter landscaping to meet the minimum requirements of Title 19.12. Although submitted plans indicate a gravel access drive to the site, a condition has been added to require paved access to meet Title 19.10 requirements. Staff is recommending approval of this request as the proposed Wireless Communication Facility can be conducted in a manner that is harmonious and compatible with the surrounding uses. Should the request be denied, the Wireless Communication Facility, Stealth Design use would not be permitted at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/12/04	A deed was recorded for a change of ownership on the west side of Jones Boulevard approximately 360 feet north of Smoke Ranch Road.
11/05/09	The Planning Commission recommended approval of companion item ZON-36119 concurrently with this application. The Planning Commission voted 4-3/bg, rt, se to recommend APPROVAL (PC Agenda Item #36/ao).
Related Building Permits/Business Licenses	
There are no related permits/business licenses pertaining to the subject site.	
Pre-Application Meeting	
09/02/09	A pre-application meeting was held to discuss the application submittal requirements for a Rezoning and Special Use Permit.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
10/01/09	A field check was conducted by staff. The subject site is undeveloped. The site was generally clean, but there was some graffiti on the posted for sale sign. There is also adequate space for the proposed location of the facility.

Details of Application Request	
Site Area	
Gross Acres	1.43

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped)
North	Church/ House of Worship	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
South	Auto Parts	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
West	Public Middle School	PF (Public Facility)	U (Undeveloped)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District (105 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is proposing an 85-foot tall Wireless Communication Facility, Stealth Design (Monopine). According to Title 19.20.020, a "Wireless Communication Facility, Stealth Design" is defined as "a wireless communication facility that is designed to blend into the surrounding environment." The design of the proposed Communication Wireless Facility is that of a Monopine. In addition to providing additional landscaping to ensure compatibility with the surrounding uses and Title 19 requirements, the applicant will also appropriately screen the Wireless Communication Facility with a six-foot tall, 40-foot by 60-foot walled enclosure. Pursuant to Title 19.12.075 (G), perimeter walls "shall have a minimum of twenty percent contrasting material"; this requirement has been met as indicated on the submitted plans.

The proposal meets the minimum Wireless Communication Facility, Stealth Design use requirements of Title 19.04; however, the proposal must also show that it is compatible with the surrounding uses. For a Wireless Communication Facility, Stealth Design, no additional parking is required beyond that which is required for the principal use; however, as the site is undeveloped and this will be the principle use of the site, a condition was added to require paved access to the facility and the provision of a parking space for service vehicles as required by Title 19.10. Staff is recommending approval of this request as the proposed Wireless Communication Facility will meet these requirements and the use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The land use for the proposed 85-foot tall Wireless Communication Facility, Stealth Design can be conducted in a manner that is harmonious and compatible with the surrounding uses which include residential uses to the east, a School to the west, and a church to the north.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided via a driveway from Jones Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways, and there is little expected traffic related to a Wireless Communication Facility at the subject site. A condition has been added to require paved access to meet Title 19.10 requirements.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The approval of this proposal will not be inconsistent with the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Monopine meets the minimum requirements for a Wireless Communication Facility, Stealth Design.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 256 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36117 APN: 138-14-802-007

Name of Property Owner: Surete Siete, LLC

Name of Applicant: Horvath Towers, LLC

Name of Representative: Alex Novak

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: A. Patel

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Subscribed and sworn before me

This 9th day of SEPT, 2009

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROGER E. HUNT
No: 04-92828-1
My Appointment Expires Nov. 10, 2012

ABBREVIATIONS

ADJ	ADJUSTABLE	SF	SQUARE FOOT
APPROX	APPROXIMATE	SHT	SHEET
BCW	BARE COPPER WIRE	SIM	SIMILAR
CAB	CABINET	SS	STAINLESS STEEL
CLG	CEILING	STL	STEEL
CONC	CONCRETE	T/C	TOP OF CONCRETE
CONT	CONTINUOUS	T/M	TOP OF MASONRY
CJ	CONSTRUCTION JOINT	T/S	TOP OF STEEL
DIA	DIAMETER	TYP	TYPICAL
DWG	DRAWING	F.V.	FIELD VERIFY
EGB	EQUIPMENT GROUND BAR	UNO	UNLESS NOTED OTHERWISE
EA	EACH	WWF	WELDED WIRE FABRIC
ELEC	ELECTRICAL	w/	WITH
EL	ELEVATION	BTS	BASE TRANSMISSION STATION
EQ	EQUAL	PCS	PERSONAL COMMUNICATIONS SERVICES
EQUIP	EQUIPMENT		
(E)	EXISTING		
EXT	EXTERIOR		
FF	FINISHED FLOOR	℄	CENTERLINE
GA	GAUGE	℄	PLATE
GALV	GALVANIZED	&	AND
GC	GENERAL CONTRACTOR	@	AT
GRND	GROUND		
LG	LONG		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MGB	MASTER GROUND BAR		
MIN	MINIMUM		
MTL	METAL		
N.I.C.	NOT IN CONTRACT		
NTS	NOT TO SCALE		
O.C.	ON CENTER		
OPP	OPPOSITE		

SYMBOLS AND MATERIALS

NEW ANTENNA
EXISTING ANTENNAS
ASPHALT
CONCRETE
ELECTRIC BOX
LIGHT POLE
FND MONUMENT
SPOT ELEVATION
REVISION
GRID REFERENCE
DETAIL REFERENCE
ELEVATION
SECTIONS & DETAILS

GROUT OR PLASTER
(E)BRICK
(E)MASONRY
CONCRETE
EARTH
GRAVEL
PLYWOOD
SAND
WOOD CONT.
WOOD BLOCKING
STEEL
CENTER LINE
PROPERTY LINE
ELEVATION TAG
GROUND WIRE
COAXIAL CABLE

PROFESSIONAL CERTIFICATION

NEVADA ONE CALL SYSTEM, INC. 1-800-227-2600 STOP-CALL BEFORE YOU DIG!

The utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

HORVATH COMMUNICATIONS

SMOKE RANCH & JONES

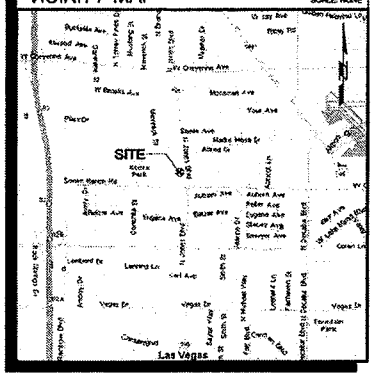
HV319
2521 N. JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
S/H PROJECT #8099201

LOCATION PLAN

JURISDICTION: CITY OF LAS VEGAS
ZONING: U – UNDEVELOPED / REQUESTING REZONING TO C-1
☐EXISTING BUILDING ☐EXISTING TOWER ☒RAWLAND
☐EXISTING WATER TOWER ☐OTHER:

VICINITY MAP

SCALE: NONE



DRIVING DIRECTIONS

DEPART FROM 441 MASBREY DR., LAS VEGAS: TURN NORTH TO HIDDEN PALMS PKY FOR .5 MILE. TURN NORTH TO POLLOCK DR FOR .2 MILE. TURN EAST TO E WINDMILL LANE FOR .5 MILE. TAKE RAMP TO I-215(SOUTHERN LAS VEGAS BELTWAY) FOR 3.4 MILES TOWARDS I-215. TAKE EXIT 5 TOWARDS GREEN VALLEY PARKWAY. KEEP RIGHT TO STAY ON RAMP FOR 131 YARDS TOWARDS GREEN VALLEY PARKWAY SOUTH. BEAR SOUTH TO S GREEN VALLEY PKY FOR 1.2 MILES. TURN WEST TO W HORIZON RIDGE PKWY FOR .8 MILE. TURN NORTH ONTO LOCAL ROAD(S) FOR 32 YARDS. ARRIVE @ SITE.

PROJECT SUMMARY

SITE NUMBER:	TBD
SITE NAME:	SMOKE RANCH & JONES
SITE ADDRESS:	2521 N. JONES BLVD LAS VEGAS, NV 89108
FACILITY OCC.:	ATT
LEASE AREA:	40' X 60'
EQUIPMENT ENCLOSURE:	OUTDOOR EQUIPMENT CABINETS
CURRENT ZONING:	U – UNDEVELOPED / REQUESTING REZONING TO C-1
PROPERTY OWNER:	SURETE SIETE LLC PO BOX 15242 LAS VEGAS, NV 89114
PROPERTY CONTACT:	RUSS BONO PHONE: (702) 372-3522
PARCEL NUMBER:	138-14-802-007
APPLICANT:	*HORVATH COMMUNICATIONS* 312 W. COLFAX AVE. SOUTH BEND, IN 46601 ALEX NOVAK PHONE:(847) 644-6300
A/E FIRM:	SHIVE-HATTERY 3025 HIGHLAND PARKWAY SUITE 140 DOWNERS GROVE, IL 60515 (630) 390-7444 EXT. 310 JAMES DOWNEY

PROJECT DESCRIPTION

1. MOUNT CARRIER ANTENNAS ON PROPOSED MONOPINE.
2. EQUIPMENT SHELTER & CABINETS INSTALLED WITHIN NEW COMPOUND/LEASE AREA
3. INSTALL COAX CABLES, POWER / TELCO SERVICES AND GROUNDING.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GPS COORDINATES

LATITUDE: N36° 12' 17.1"
LONGITUDE:W115° 13' 30.0"
ELEVATION AT GRADE: 2252'

SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	2
A-1	SITE PLAN	2
A-2	COMPOUND PLAN	2
A-3	ELEVATION	2
A-4	SLAB & DETAILS	2
A-5	BLOCK WALL DETAILS	2
A-6	LANDSCAPE PLAN	2
A-7	LANDSCAPE DETAILS & NOTES	2
E-1	ELECTRICAL SITE PLAN	2
E-2	UTILITY RACK DETAILS	2

APPROVALS

HORVATH COMMUNICATIONS — DATE

PROPERTY OWNER/ OWNERS REP./LESSOR — DATE

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009

HORVATH COMMUNICATIONS 312 W. COLFAX AVE. SOUTH BEND, IN 46601

SHIVE-HATTERY ARCHITECTURE - ENGINEERING http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY SUITE 140 DOWNERS GROVE, IL 60515
PHONE (630) 390-7444 FAX (630) 437-4600

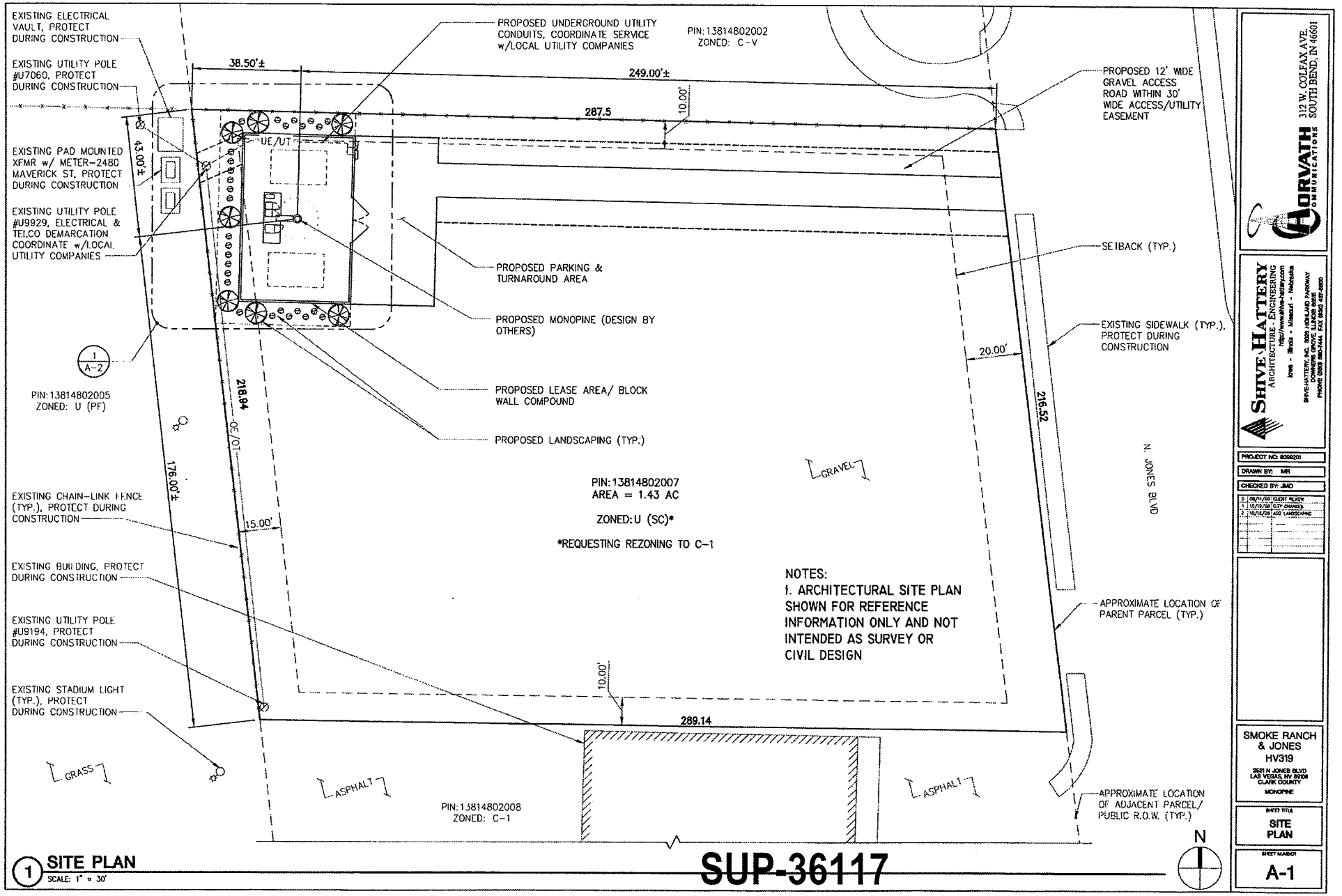
PROJECT NO: 8099201
DRAWN BY: KB
CHECKED BY: JMD

0	08/11/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/23/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



1 SITE PLAN
SCALE: 1" = 30'

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE - ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 2525 HORLAND PARKWAY
DUNLAP, IOWA 51529 712.258.0466 FAX 712.258.4657
PHONE (309) 797-7444 FAX (309) 637-8600

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	08/11/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/15/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

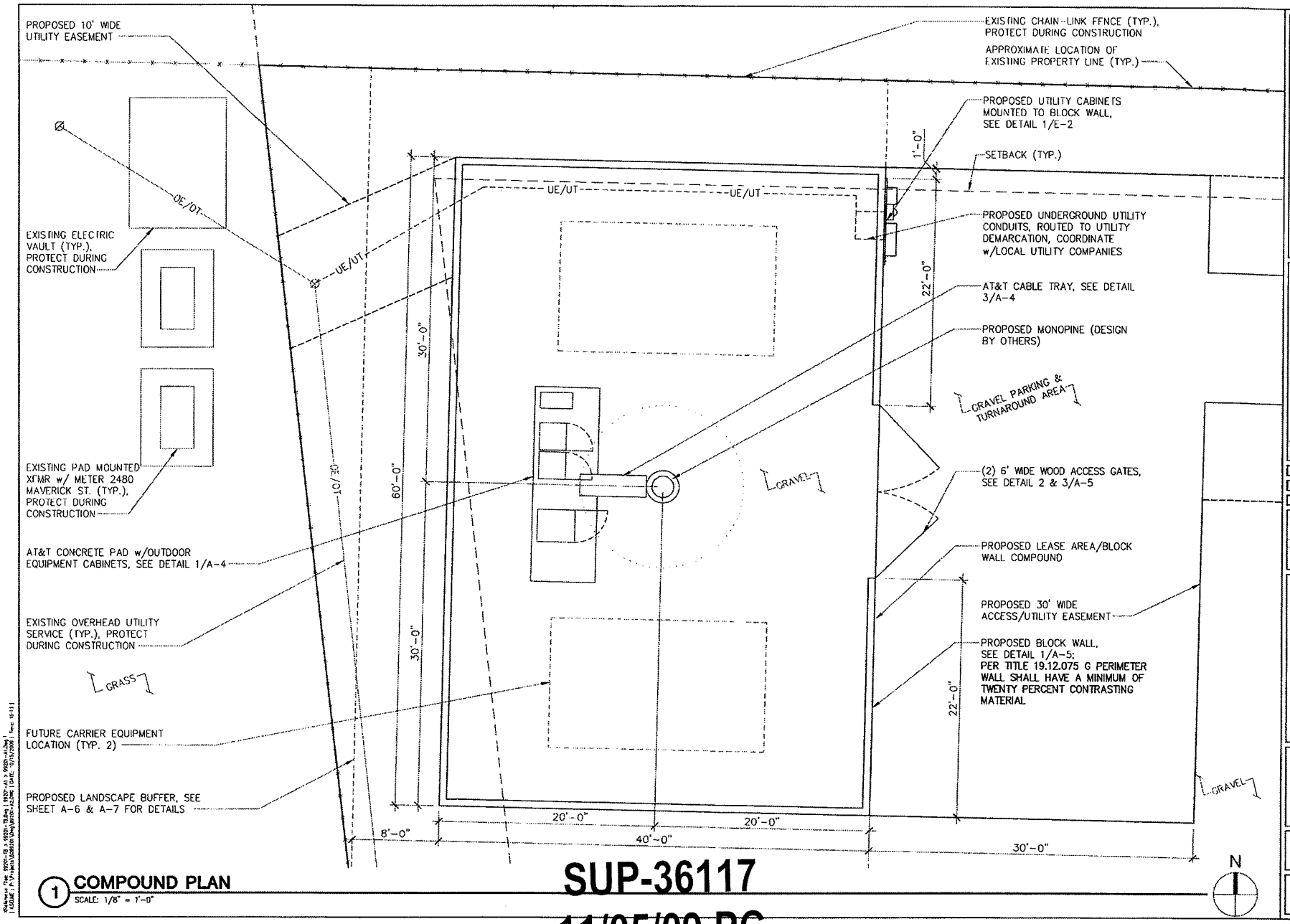
SUP-36117

11/05/09 PC

REVISED

RECEIVED

OCT 15 2009



1 COMPOUND PLAN
SCALE: 1/8" = 1'-0"

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY ARCHITECTURE - ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3535 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 969-7000 FAX (630) 969-7979

PROJECT NO: 8089221
DRAWN BY: MR
CHECKED BY: JMD

0	06/01/09	CLIENT REVIEW
1	10/13/09	CITY CHANGES
2	10/15/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

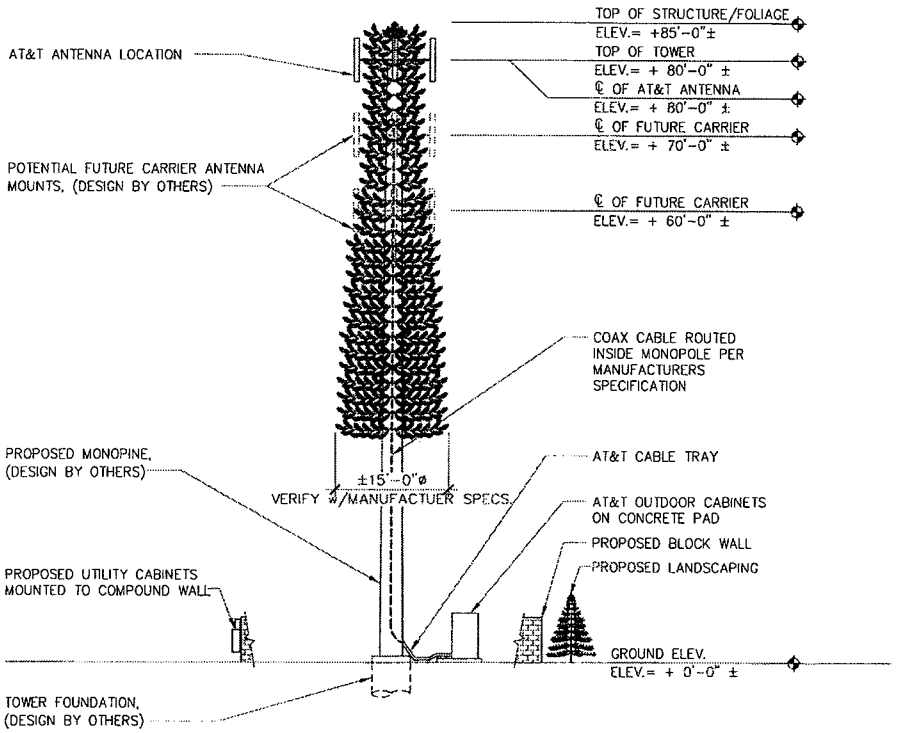
SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
A-2

GENERAL NOTES:

SCT-01-N0-01-001

1. ELEVATION IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON STRUCTURE IN ACCORDANCE WITH PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM SHIVE-HATTERY ENGINEERED DOCUMENTS.
3. ANTENNAS, COAX, SUPPORTS, & ETC. SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.
4. TOP OF ANTENNA WILL NOT EXTEND BEYOND TOP OF LIGHTNING ROD.



1 **ELEVATION**
SCALE: 1/16"=1'-0"

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY ARCHITECTURE - ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 2525 HIGHLAND PARKWAY
DOWNERS GROVE, IL 60515
PHONE (630) 960-7444 FAX (630) 960-8000

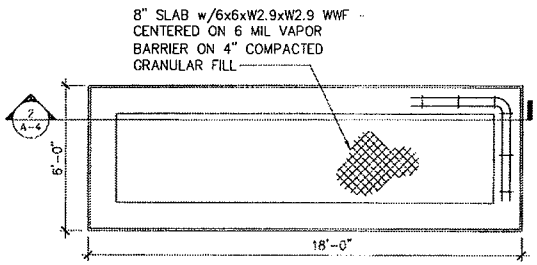
PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	08/11/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/13/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2621 N JONES BLVD
LAS VEGAS, NV 89106
CLARK COUNTY
MONOPINE

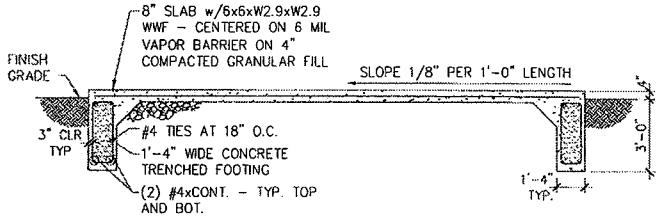
SHEET TITLE
ELEVATION

SHEET NUMBER
A-3



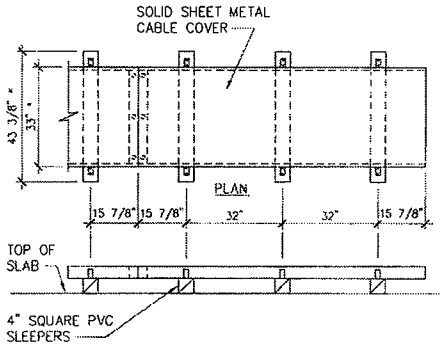
1 FOUNDATION PLAN

SCALE: NONE TEL-01-CO-01-003



2 FOUNDATION SECTION

SCALE: NONE TEL-01-CO-02-001-NV



ELEVATION

NOTES:
1. USE COAX BRIDGE KIT, STRAIGHT SPLICE, & ADJUSTABLE 0° - 45° SPLICE.

2. * - CONTRACTOR TO VERIFY MODEL NO. OF BRIDGE KIT, STRAIGHT SPLICE, & ADJUSTIBLE 0°-45° SPLICE WITH QUANTITY OF COAX RUNS.

3. USE SNAP-IN HANGERS WITH PVC TUBE SLEEPERS TO SUPPORT RUNS OF COAX TRANSMISSION LINES ALONG TOP OF SLAB.

3 COAX TRAY KIT DETAIL

SCALE: NONE TEL-CX-02-001

CONCRETE & REINF. STEEL NOTES

TEL-01-NO-04-005

1. CONCRETE WORK SHALL BE ACCORDANCE WITH THE ACI 301, ACI 318 AND THE SPECIFICATION CAST-IN-PLACE CONCRETE.

2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. AT CONTRACTOR'S OPTION A HIGH EARLY STRENGTH (TYPE III) CEMENT OR A STRENGTH ACCELERATING ADMIXTURE MAY BE USED. NO CALCIUM CHLORIDE ALLOWED. SUBMIT DESIGN MIX FOR APPROVAL.

3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC, U.N.O. SPLICES SHALL BE CLASS "B" AND HOOKS SHALL BE STANDARD, U.N.O.

4. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.

5. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL IN ACCORDANCE WITH ACI 301 SECTION 5.7.1 UNLESS SHOWN OTHERWISE ON DRAWINGS:

   CONCRETE CAST AGAINST EARTH.....3 IN.
   CONCRETE EXPOSED TO EARTH OR WEATHER:
   #6 AND LARGER.....2 IN.
   #5 AND SMALLER & WWF...1 1/2 IN.

6. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, U.N.O., IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009

CORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE. ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 MONTICELLO PARKWAY
ANDREWS, IL 60002 PHONE (630) 867-6800
PHONE (630) 960-7444 FAX (630) 437-4800

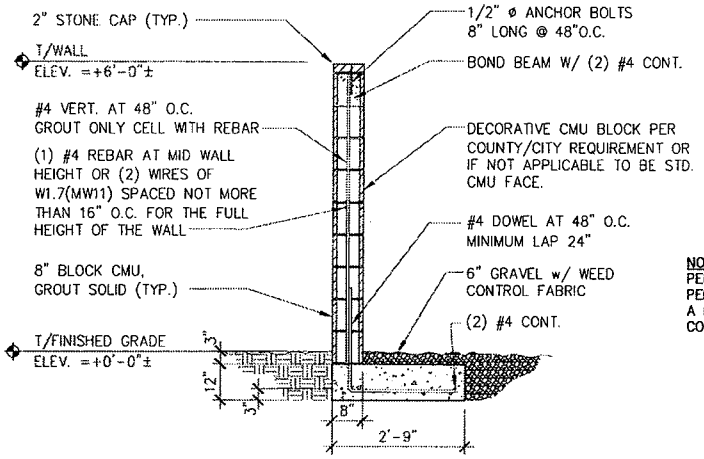
PROJECT NO: 8006201
DRAWN BY: JCS
CHECKED BY: JMD

0	08/11/09	CUP01 REVIEW
1	10/12/09	CITY COMMENTS
2	10/15/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2521 N. JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
SLAB & DETAILS

SHEET NUMBER
A-4

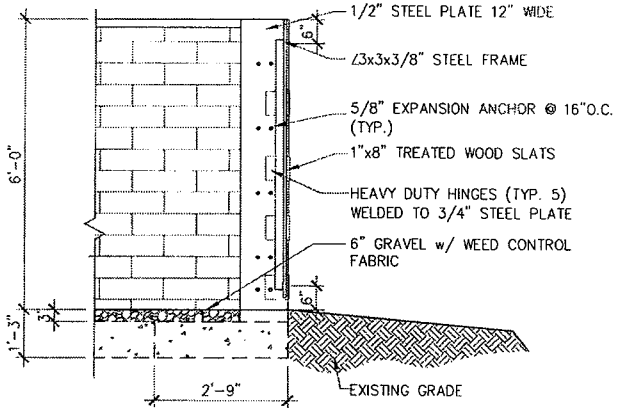


NOTE:
PER TITLE 19.12.075 G
PERIMETER WALL SHALL HAVE A MINIMUM OF TWENTY PERCENT CONTRASTING MATERIAL

1 TYPICAL SCREEN WALL SECTION

SCALE: NONE

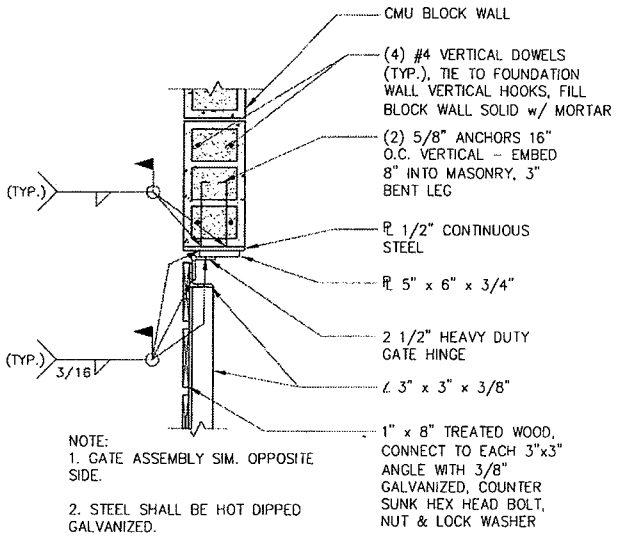
SCT-01-FN-07-007-NV



2 ENCLOSURE SECTION

SCALE: NONE

SCT-01-FN-07-009-NV



NOTE:
1. GATE ASSEMBLY SIM. OPPOSITE SIDE.

2. STEEL SHALL BE HOT DIPPED GALVANIZED.

3 GATE ATTACHMENT DETAIL

SCALE: NONE

SCT-01-FN-07-005-NV

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 8999 W.B. WARD PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 960-7444 FAX (630) 427-2800

PROJECT NO: 8099201

DRAWN BY: JCS

CHECKED BY: JMD

0	08/01/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/15/09	ADD LANDSCAPING

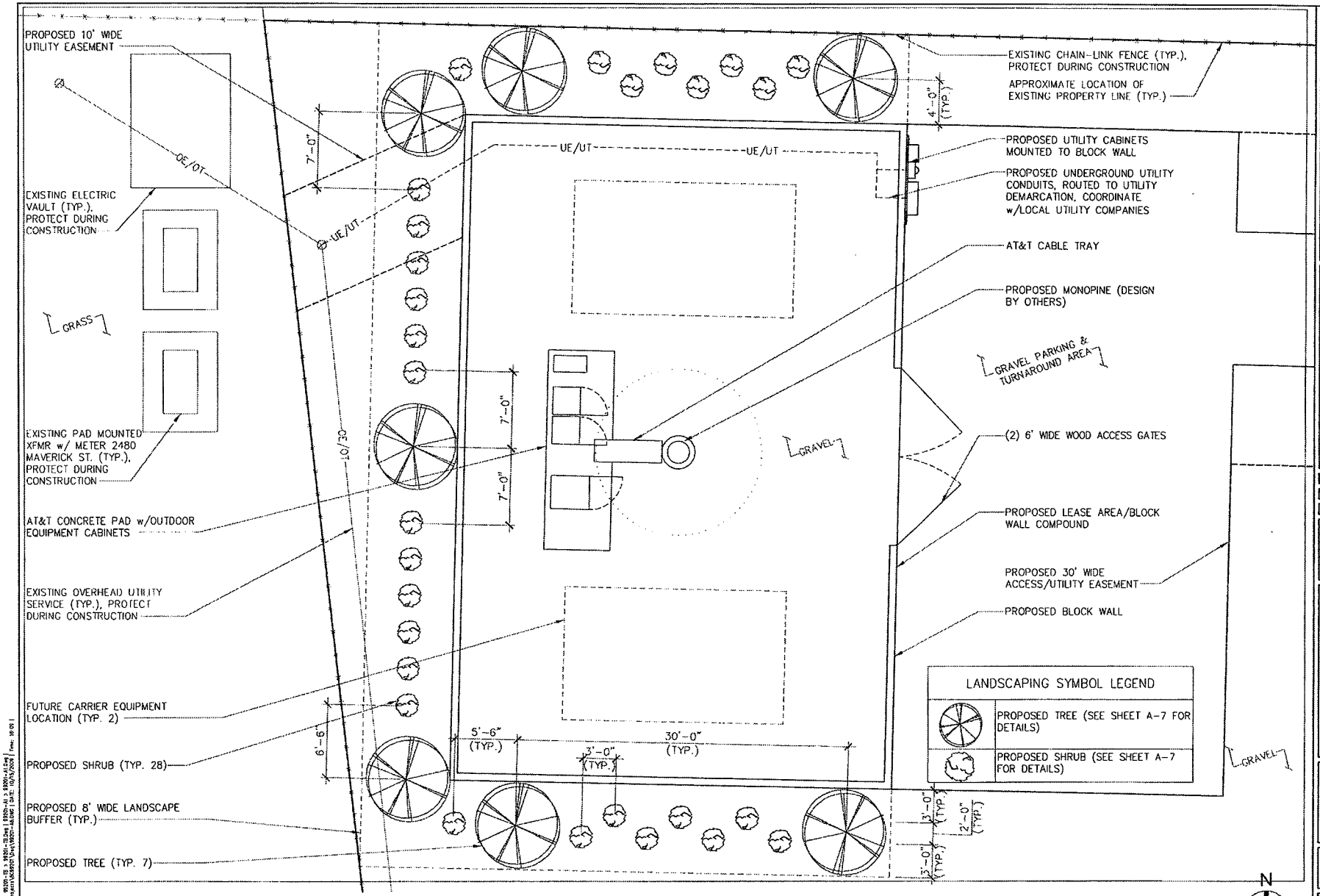
SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
BLOCK WALL DETAILS

SHEET NUMBER
A-5

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009



1 **LANDSCAPE PLAN**
SCALE: 1/8" = 1'-0"

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 963-7444 FAX (630) 627-4000

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	09/01/09	CLIENT REVIEW
1	10/13/09	CITY CHANGES
2	10/13/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2321 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
A-6

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009

LANDSCAPE SCHEDULE

DESCRIPTION: COMMON NAME	BOTANICAL NAME	MATURE SPREAD	MATURE HEIGHT	QTY.
COLUMNAR ARBORVITAE	THUJA OCCICENTALIS 'PYRAMIDALIS'	8'-10'	20'-25'	7
INDIAN HAWTHORN	RAPHIOLEPIS INDICA	2'-8'	2'-8'	28

LANDSCAPE NOTES:

1. TREES SHOULD BE BALLED AND BURLAPPED. THE USE OF WIRE NURSERY BASKETS IS PROHIBITED.

2. CONTACT THE PROPERTY OWNER A MINIMUM OF ONE WEEK PRIOR TO ON-SITE PLANT INSTALLATION, SEE COVER SHEET FOR CONTACT INFORMATION. CITY PERSONAL SHALL FIELD VERIFY LOCATION OF PROPOSED TREES PRIOR TO PLANTING.

3. CONTRACTOR SHALL GIVE VERBAL NOTICE TO UTILITY LOCATE, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.

4. SUBSTITUTIONS SHALL BE MADE ONLY WHEN PLANT IS NOT OBTAINABLE, AND THE PROPERTY OWNER, AFTER BEING NOTIFIED IN WRITING, AUTHORIZES A CHANGE ORDER PROVIDING FOR THE NEAREST EQUIVALENT OBTAINABLE SIZE OR VARIETY OF PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS.

5. CONTRACTOR SHALL GUARANTEE PLANT MATERIAL FOR A PERIOD OF TWO YEARS FROM THE DATE OF INITIAL ACCEPTANCE.

6. LANDSCAPE CONTRACTOR TO COMPLY WITH REQUIREMENTS OF GOVERNING AGENCIES REGARDING LANDSCAPE REQUIREMENTS.

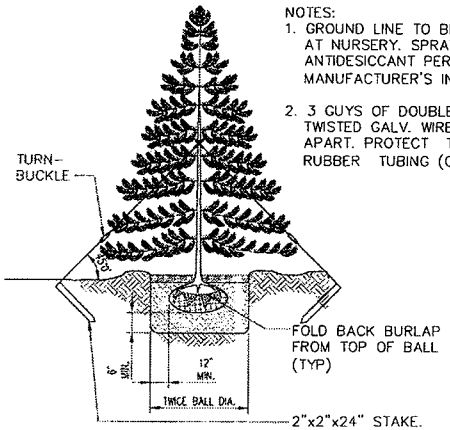
7. MULCH TREES LOCATED OUTSIDE OF DESIGNATED MULCH BEDS WITH A MINIMUM 3" DEPTH CIRCULAR (6-FOOT DIAMETER) OF APPROVED SHREDDED BARK MULCH.

8. TREES SHALL HAVE MINIMUM BOX SIZE OF 24 INCHES. AT MATURITY, SHADE TREE CANOPIES SHALL BE PRUNED TO PROVIDE A MINIMUM CLEARENCE OF 7 FEET FROM THE GROUND.

9. SHRUBS SHALL HAVE MINIMUM CONTAINER SIZE OF 5 GALLONS.

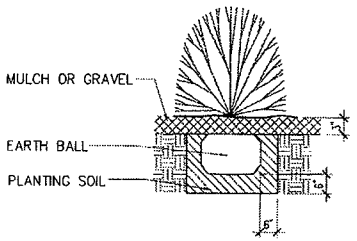
10. LANDSCAPE AREAS SHALL BE IRRIGATED IN ACCORDANCE WITH LVMC 19.12.030(F)

11. INSTALL LANDSCAPING IN ACCORDANCE WITH LAS VEGAS ZONING CODE CHAPTER 19.12.



NOTES:
1. GROUND LINE TO BE THE SAME AS AT NURSERY. SPRAY WITH ANTIDESICCANT PER MANUFACTURER'S INSTRUCTIONS..
2. 3 GUYS OF DOUBLE STRAND TWISTED GALV. WIRE. SPACE 120° APART. PROTECT TRUNK WITH RUBBER TUBING (GARDEN HOSE)

1 **PLANTING DETAIL**
SCALE: NONE
SH-01-LA-02-002



NOTES:
1. MATERIALS AS SPECIFIED
2. DECIDUOUS AND EVERGREEN SHRUBS: BALLED AND BURLAPPED AND CONTAINER GROWN.

2 **PLANTING DETAIL**
SCALE: NONE
SH-01-LA-02-003

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
lowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 390-7444 FAX (630) 437-5800

PROJECT NO: 5099201
DRAWN BY: xxx
CHECKED BY: JMD

0	08/11/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/15/09	ADD LANDSCAPING

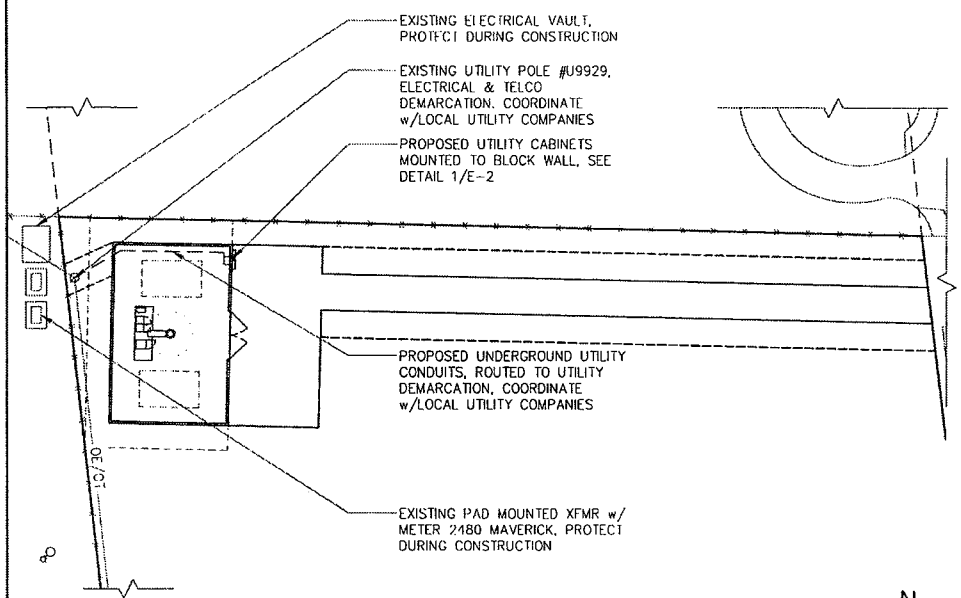
SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
LANDSCAPE DETAILS & NOTES

SHEET NUMBER
A-7

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009



1 ELECTRICAL SITE PLAN

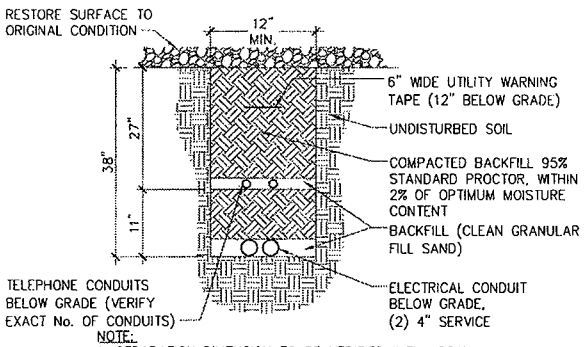
SCALE: 1"=40'

SERVICE NOTES:

1. SERVICE POWER SHALL BE (120/240VAC, 600A, 1ø, 3W) OR (120/208VAC, 600A, 1ø,3W).
2. A 600 AMP, 120/240V, 1ø METER RACK SHALL BE INSTALLED WHERE IT IS ACCESSIBLE FOR READOUT. THE NUMBER OF JAWS IN THE METER SOCKET AND THEIR ARRANGEMENT WILL DEPEND ON THE VOLTAGE SERVICE.
3. CABLE SIZES SHALL BE ADJUSTED TO COMPENSATE FOR VOLTAGE DROP IF LONGER THAN 180FT. VERIFY CONDUIT SIZE WHEN CHANGING CABLE SIZE.
4. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY MANUFACTURER.
5. CONDUITS ROUTED BELOW GRADE NEAR ACCESS DRIVE OR WITH/IN COMPOUND SHALL BE SCHEDULE 40 PVC (U.N.O.).
6. AS DETERMINED BY LOCAL UTILITIES 3ø SERVICE MAY BE REQUIRED.

ELECTRICAL SERVICE KEY NOTES:

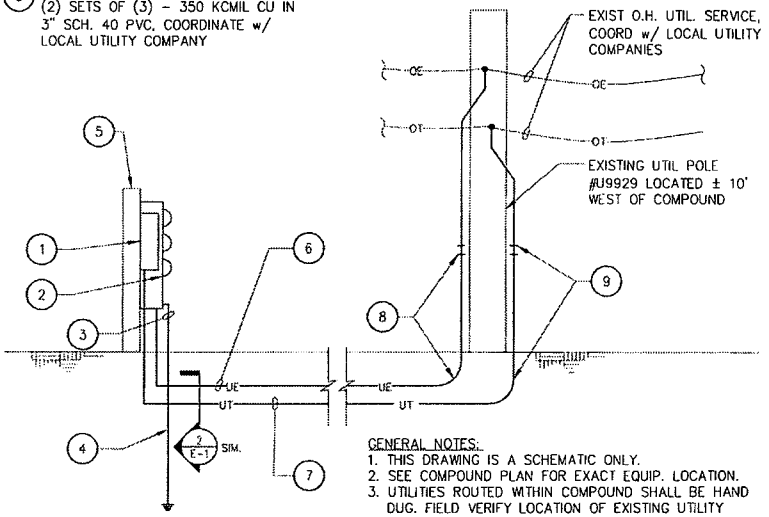
1. TELCO CABINET 36"X36"X12" NEMA 3R MOUNTED TO BLOCK WALL.
2. SQUARE 'D' 600A, 1ø, 3W EZ METER CENTER, CAT# EZM113225 CU OR APPROVED EQUIVALENT. (3) GANG METER CENTER FOR FUTURE CARRIER CO-LOCATION.
3. 2/0 AWG CU WIRE
4. 3/4" x10'-0" LG COPPER CLAD STEEL GROUND ROD, GROUND RESISTANCE NOT TO EXCEED 5 OHMS.
5. BLOCK WALL
6. SECONDARY CONDUCTORS: (2) SETS OF (3) - 350 KCMIL CU IN 3" SCH. 40 PVC, COORDINATE w/ LOCAL UTILITY COMPANY
7. 4" SCH. 40 PVC ROUTED TO TELCO DEMARC w/ TELCO SERVICE CABLES
8. PROVIDE LONG SWEEPS FIBERGLASS ELBOW TRANSITION TO 4" RMC @ BASE OF POLE TO 10' ABOVE GRADE, SEAL CONDUIT WEATHER TIGHT.
9. PROVIDE LONG SWEEPS FIBERGLASS ELBOW TRANSITION TO 3" RMC @ BASE OF POLE TO 10' ABOVE GRADE, SEAL CONDUIT WEATHER TIGHT.



NOTE:
1. SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.
2. PULL STRINGS SHALL BE INSTALLED IN CONDUITS.
3. COORDINATE EXACT DEPTHS OF UTILITY CONDUITS w/ LOCAL UTILITY COMPANIES

2 JOINT TRENCH ELECTRIC/TELEPHONE

SCALE: NONE SCT-01-EL-02-001-NV



GENERAL NOTES:
1. THIS DRAWING IS A SCHEMATIC ONLY.
2. SEE COMPOUND PLAN FOR EXACT EQUIP. LOCATION.
3. UTILITIES ROUTED WITHIN COMPOUND SHALL BE HAND DUG. FIELD VERIFY LOCATION OF EXISTING UTILITY ROUTING.

3 UNDERGROUND UTILITY SERVICE ENTRANCE - (TYP.)

SCALE: NONE SCT-01-EL-01-004-NV

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009

HORVATH COMMUNICATIONS 312 W. COLFAX AVE. SOUTH BEND, IN 46601

SHIVE-HATTERY ARCHITECTURE - ENGINEERING http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
ILLINOIS FIRM NUMBER: 184-001214
SHIVE-HATTERY, INC. 3535 HIGHLAND PARKWAY DOWNERS GROVE, ILLINOIS 60515
PHONE: (630) 963-6444 FAX: (630) 963-6600

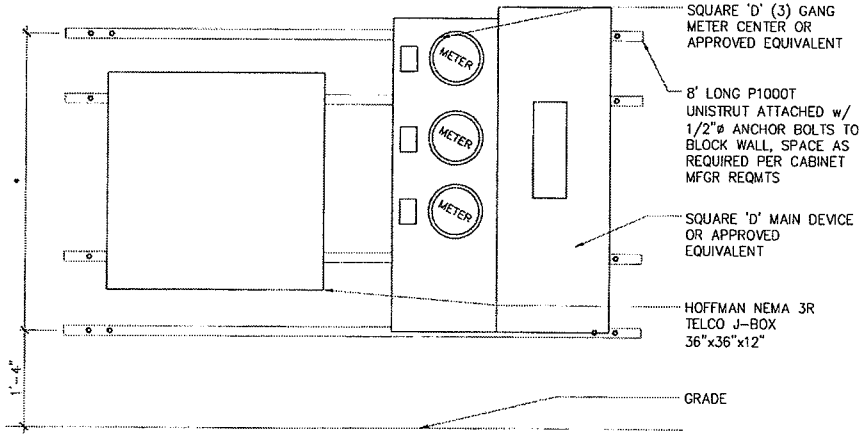
PROJECT NO: 8089201
DRAWN BY: MR
CHECKED BY: JMD

0	09/11/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/15/09	ADD LANDSCAPING

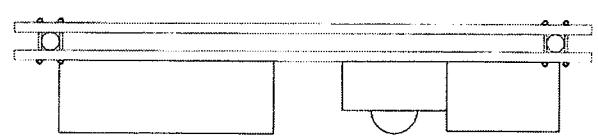
SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
ELECTRICAL SITE PLAN

SHEET NUMBER
E-1



ELEVATION



PLAN

NOTES:

1. *- COORDINATE ELEVATIONS WITH EQUIPMENT HEIGHT.
2. STEEL SHALL BE HOT DIP GALVANIZED.

1 UTILITY RACK
SCALE: NONE

SCT-01-EQ-02-003-NV

HORVATH COMMUNICATIONS
312 W. COLFAX AVE.
SOUTH BEND, IN 46601

SHIVE-HATTERY
ARCHITECTURE · ENGINEERING
http://www.shive-hattery.com
Iowa - Illinois - Missouri - Nebraska
SHIVE-HATTERY, INC. 3025 HIGHLAND PARKWAY
DOWNERS GROVE, ILLINOIS 60515
PHONE (630) 360-7444 FAX (630) 437-5800

PROJECT NO: 8099201
DRAWN BY: MR
CHECKED BY: JMD

0	06/11/09	CLIENT REVIEW
1	10/12/09	CITY CHANGES
2	10/15/09	ADD LANDSCAPING

SMOKE RANCH & JONES
HV319
2521 N JONES BLVD
LAS VEGAS, NV 89108
CLARK COUNTY
MONOPINE

SHEET TITLE
UTILITY RACK DETAILS

SHEET NUMBER
E-2

SUP-36117
11/05/09 PC
REVISED

RECEIVED
OCT 15 2009



SUP-36117
11/05/09 PC

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SHIVE-HATTERY

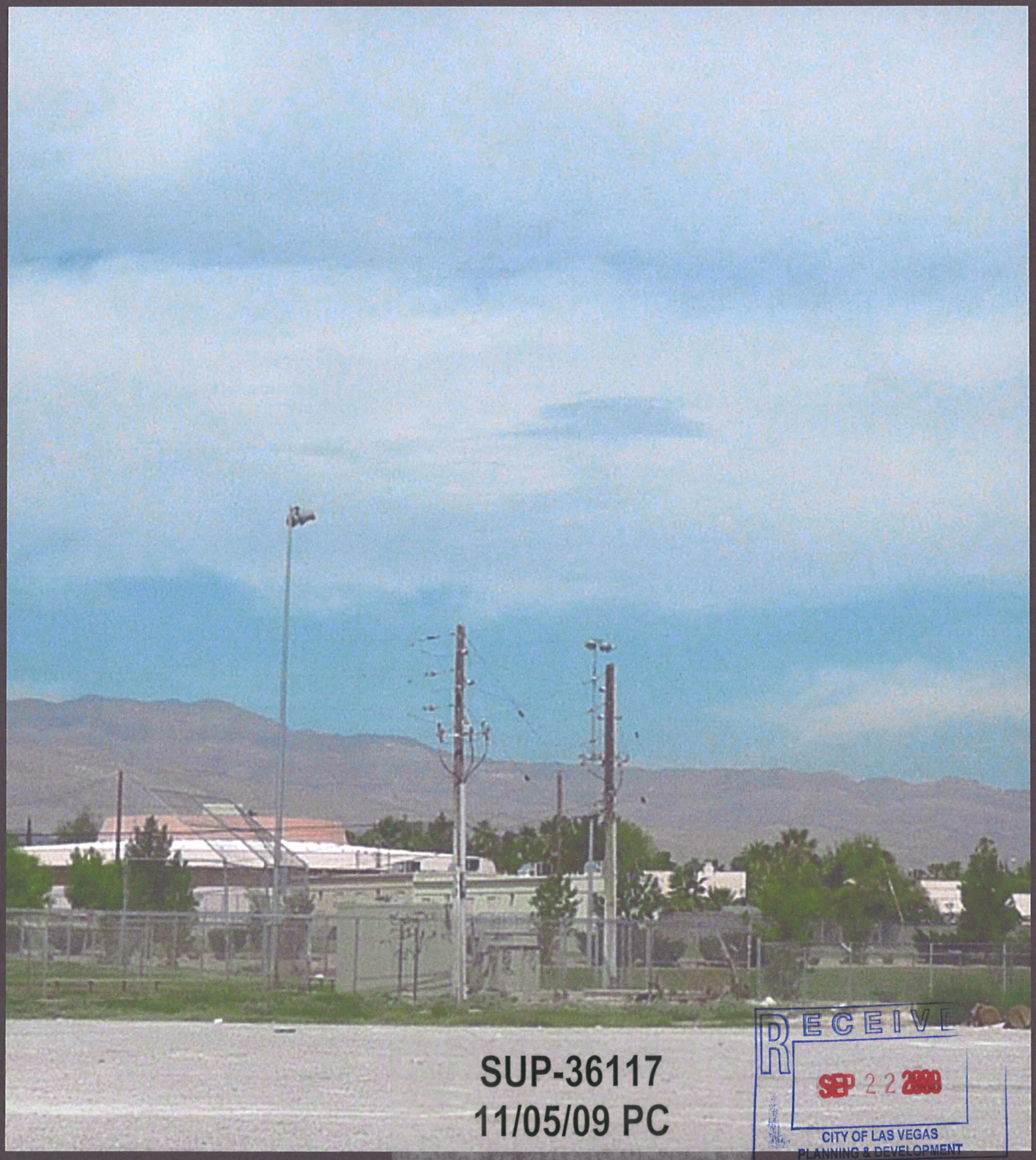
HV319 Smoke Ranch & Jones
Elevation - After
Carrier Antennas on Monopine (Las Vegas, NV)

HORVATH COMMUNICATIONS

8099201

http://major.lasvegasnevada.gov/website/clvcamps/text.htm

9/18/2009



SUP-36117
11/05/09 PC

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SHIVE-HATTERY
Cedar Rapids IA • Iowa City IA • Des Moines IA
Moline IL • Bloomington IL • Chicago IL

8099201

HV319 Smoke Ranch & Jones

Elevation - Before

Carrier Antennas on Monopine (Las Vegas, NV)

ORVATH COMMUNICATIONS



SUP-36117 - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36117 - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36117 - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36117 - APPLICANT: HORVATH TOWERS, LLC - OWNER: SURETE SIETE, LLC
WEST SIDE OF JONES BOULEVARD APPROXIMATELY 360 FEET NORTH OF SMOKE RANCH ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

Novation group Consulting ltd.
real estate solutions

August 14, 2009

City of Las Vegas, Development Services
731 South Fourth Street
Las Vegas, NV 89101

Re: Proposed 80' Monopine Cell Tower, 2521 (approx) Jones Blvd, Las Vegas, NV

Dear Sir or Madam:

Horvath Towers, LLC is proposing to construct an 80' stealth monopine cell tower on a parcel of land in the Northwest Quadrant of Smoke Ranch and Jones Blvd in Las Vegas. The APN for the parcel is 138-14-802-007; the parcel owner is Surete Siete LLC. Horvath Towers has entered into a lease with Surete Siete for construction of said tower and related equipment to be located inside a walled compound. The tower will be designed to hold a minimum of three (3) wireless carriers. Horvath Towers is very colocation friendly and markets their towers to all types of wireless providers.

The subject property is currently designated as "U – Undeveloped" by the City of Las Vegas and is designated as Service Commercial in the General Plan. We will request a rezoning to a commercial designation as part of this proposal. The design conforms to the definition of the term "Wireless Communication Facility, Stealth Design" as set forth in Section 19.20.020.

We feel that the proposed project is compatible with the surrounding land uses and includes appropriate screening to ensure such compatibility. Please see the attached zoning drawings for a depiction of the proposed project. We are also completing photo simulations of the proposed facility.

If you have any questions, please do not hesitate to call me at 847-644-6300. I look forward to working with you.

Sincerely,

Alexander K. Novak
Attachment

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-36117
11/05/09 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

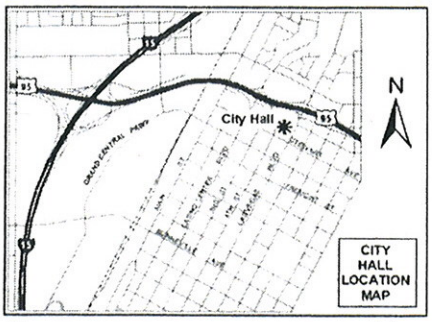
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
OCT 29 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



I oppose any more variances for towers at this area. 85' is our height for the area and should not be allowed.
Sharon H Stover
10/26/09

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request SUP 36117-36119

Case: ZON-36119
13824110016
STOVER GEORGE M JR & SHARON H
8180 W LONE MOUNTAIN RD
LAS VEGAS NV 89129-4804

Please use available blank space on card for your comments.
ZON-36119 & SUP-36117
Planning Commission Meeting of 11/5/2009

HAVDS11 89129

Submitted after final agenda

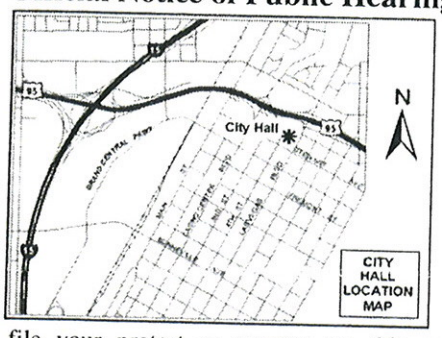
Date 10/29/09 Item 36P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



the tower location is too close to flight path of airplanes. about one block north on Jones a plane crashed into a house.

RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36119 & SUP-36117

Planning Commission Meeting of 11/5/2009

13814813001 Case: ZON-36119
SMITH GAYLE & BARBARAMAE FAM TR
P O BOX 570883
LAS VEGAS NV 89157-0883

HAVD511 89157

Submitted after final agenda

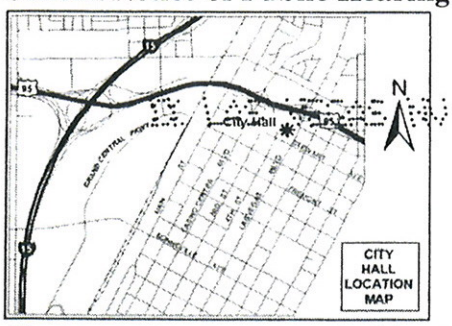
Date 10/29/09 Item 36P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36119 & SUP-36117

Planning Commission Meeting of 11/5/2009

Case: ZON-36119
13823514017
GALLANTE LISA
32 ROCHDALE RD
POUGHKEEPSIE NY 12603-1422

HAVD311 12603

Submitted after final agenda

Date 11/02/09 Item 36P

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

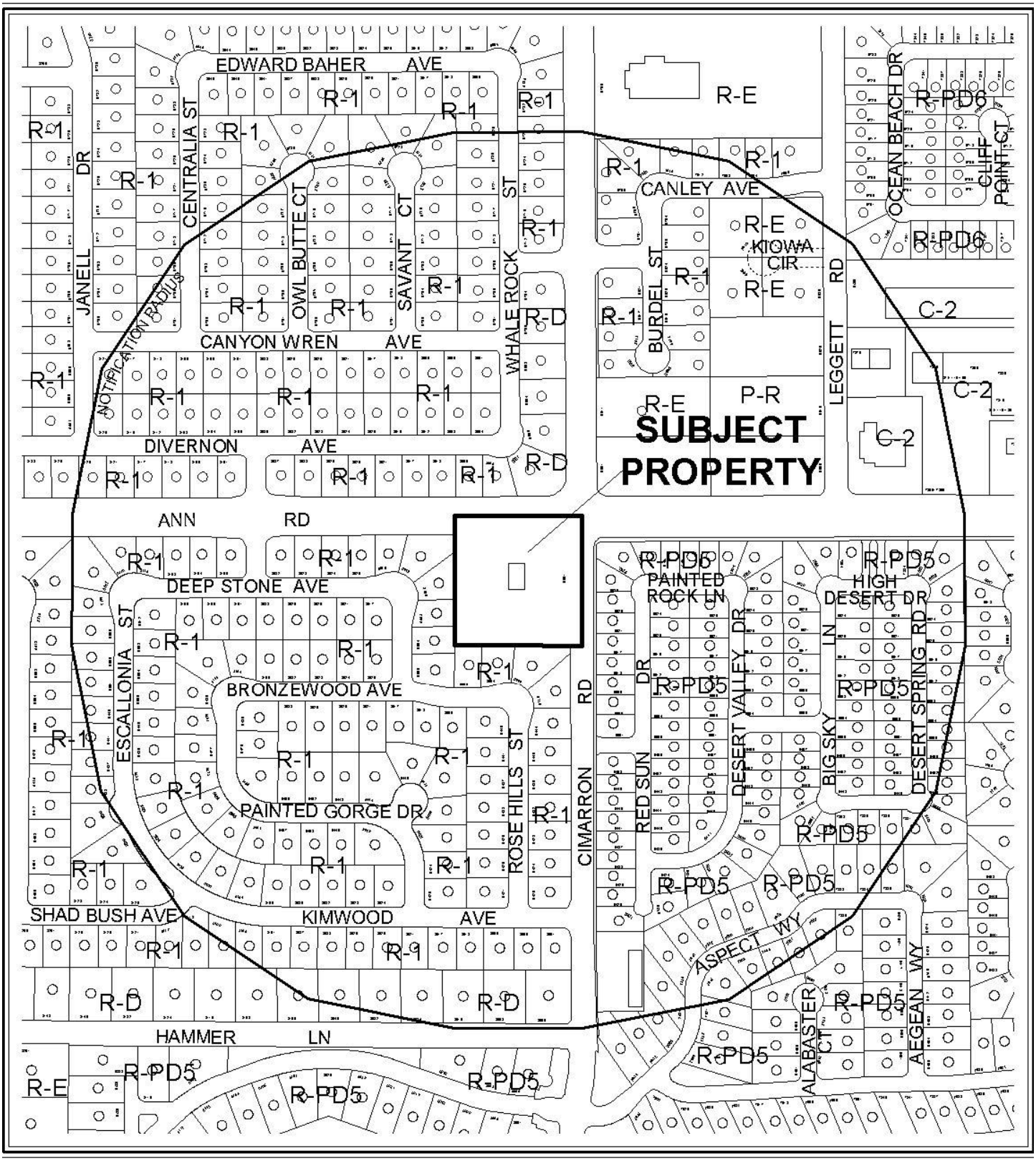
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-36092 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 2.5 acres generally located at 5591 North Cimarron Road (APN 125-33-101-005), Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**20**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 8



0 300 600 Feet

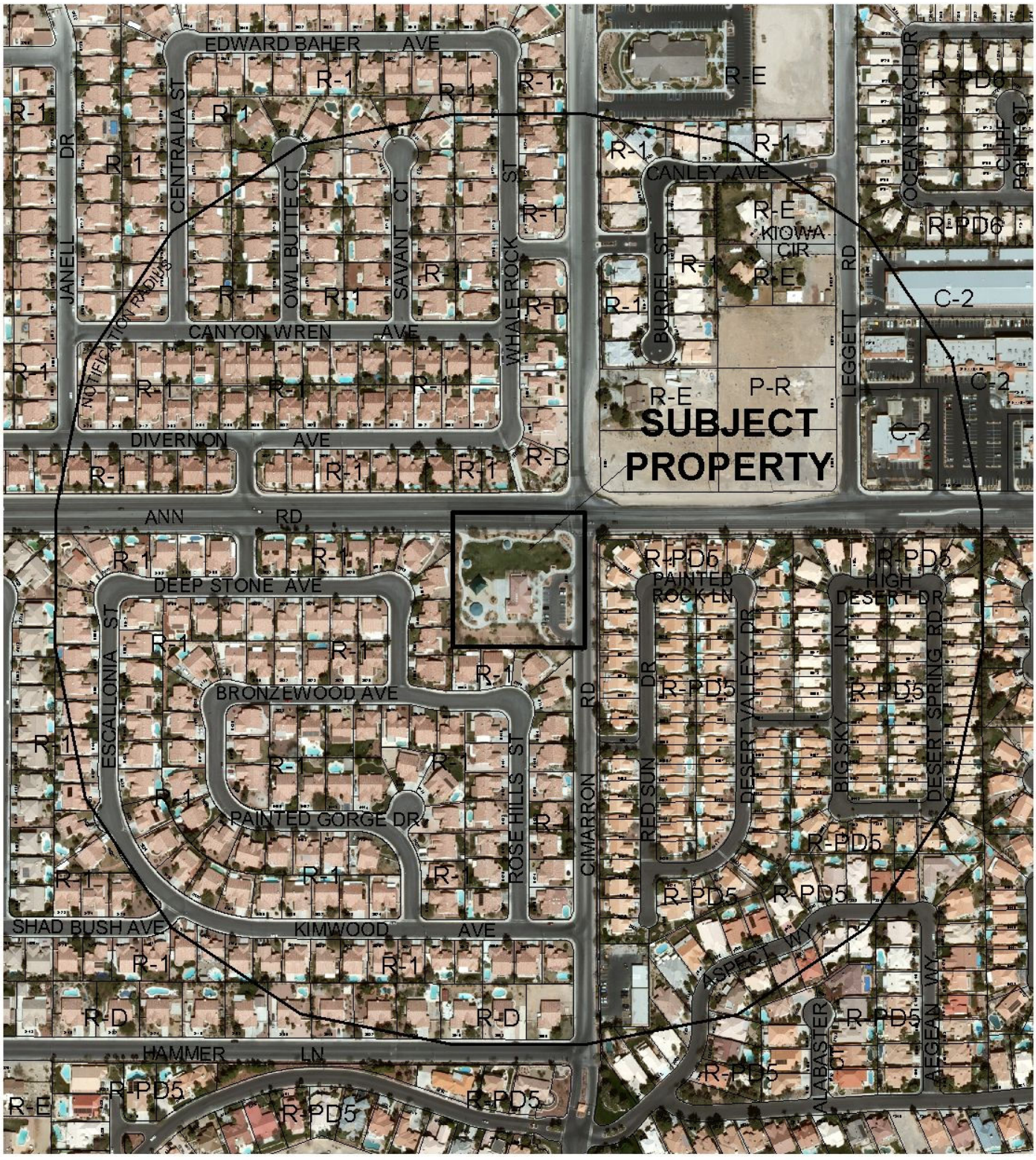
CASE: **ZON-36092**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 300 600 Feet

CASE: **ZON-36092**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-36092 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing City Park (Cimarron Rose Park) on a 2.58 acre lot at 5591 North Cimarron Road. The applicant is proposing to rezone the site from R-E (Residential Estate) to C-V (Civic). The existing zoning of R-E (Residential Estates) is not compatible with the existing PR-OS (Parks/Recreation/Open Space) land use designation. The proposed C-V (Civic) district will allow conformance with the existing land use designation of PR-OS (Parks/Recreation/Open Space) on the subject site. If denied, the zoning will remain inconsistent with the existing land use designation. Staff is recommending approval of the subject Rezoning application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/12/98	City Council approved a Site Development Plan Review (SD-0034-98) for a city park at 5591 North Cimarron Road. Planning Commission and staff recommended approval.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #8/gk).
Related Building Permits/Business Licenses	
12/22/99	A Building Permit (99024327) was issued for a 4,075 square foot City of Las Vegas park building. The permit was finaled on 06/27/00.
06/28/07	A Building Permit (7002100) was issued for three shade structures at 5591 North Cimarron Road. The permit was finaled on 08/30/09.
11/26/08	A Building Permit (129135) was issued for a non-work certificate of occupancy at 5591 North Cimarron Road. The permit was finaled on 11/26/08.
Pre-Application Meeting	
09/22/09	A pre-application meeting was conducted on the indicated date. The submittal requirements for a Re-zoning application were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
10/01/09	Staff conducted a field inspection and noted a well maintained city park in good condition.

Details of Application Request	
Site Area	
Net Acres	2.58

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	City Park	PR-OS (Parks/Recreation/Open Space)	R-E (Residential Estates)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residence	ML (Medium Low Density Residential)	R-PD5 (Single Family Residential)
West	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
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 request would rezone the subject site from R-E (Residential Estates) to C-V (Civic), which will allow conformance with the existing PR-OS (Parks/Recreation/Open Space) land use designation. As the kinds of uses allowed in the proposed C-V (Civic) zone, including the existing city park, are consistent with the existing PR-OS (Parks/Recreation/Open Space) land use designation, staff is recommending approval of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed C-V (Civic) district is consistent with the existing PR-OS (Parks/Recreation/Open Space) General Plan land use designation.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed by the C-V (Civic) zoning district are compatible with the surrounding land uses and zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The subject site has a land use designation of PR-OS (Parks/Recreation/Open Space). Rezoning of the subject site will allow conformance with the existing land use designation of the subject site.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed from Cimarron Road, a 60-foot Right-of-Way. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 421 by City Clerk

APPROVALS 1

PROTESTS 6

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-36092 APN: 125-33-101-005

Name of Property Owner: CITY OF LAS VEGAS

Name of Applicant: M. MARGO WHEELER, AICP

Name of Representative: ANDREW P. REED, AICP

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: _____

Subscribed and sworn before me

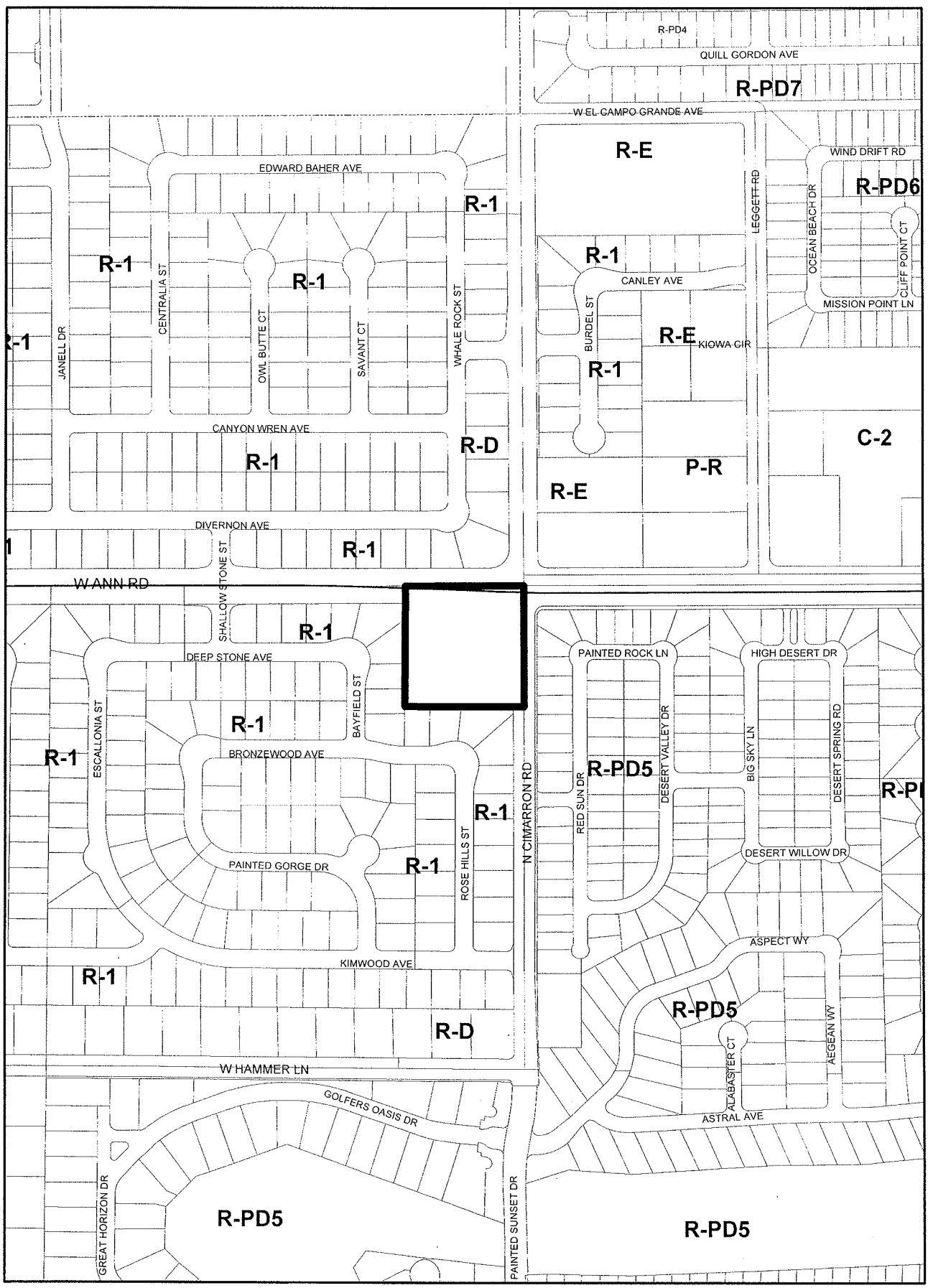
This 17th day of September, 2009

Teresa K. Morrell

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

REZONING



ZON-36092
11/05/09 PC

APN: 125-33-101-005
From R-E to C-V

Data Current as of: September 21, 2009

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept (702-229-6301)

PLANNING & DEVELOPMENT



ZON-36092 - APPLICANT/OWNER: CITY OF LAS VEGAS
5591 NORTH CIMARRON ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



ZON-36092 - APPLICANT/OWNER: CITY OF LAS VEGAS
5591 NORTH CIMARRON ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 21, 2009

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-36092
Assessors Parcel Number 125-33-101-005

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

AR:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

ZON-36092
11/05/09 PC
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **ZON-36092 - APPLICANT/OWNER: CITY OF LAS VEGAS**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *November 5, 2009* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

Andrew P. Reed — 11-03-09

Signature — Date

ANDREW P. REED

Please print name

CITY OF LAS VEGAS PLANNING & DEVELOPMENT DEPT.

Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

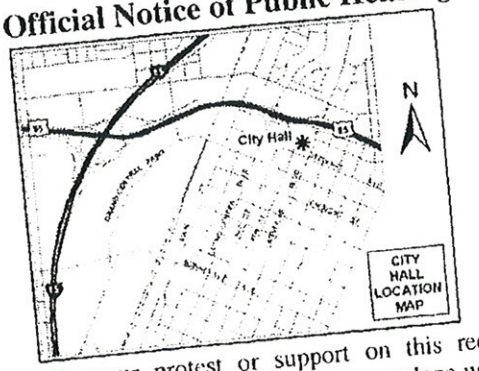
Submitted after final agenda

Date 11/3/09 Item 8

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: ZON-36092

12533113013
CATTANI FREDERICK & L REV FAM TF
5512 ESCALLONIA ST
LAS VEGAS NV 89149-4686

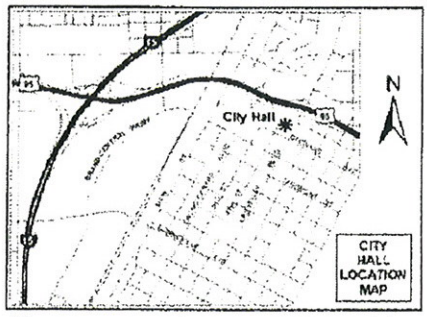
HAVDS11 89149

Submitted after final agenda

Date 11/02/09 Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

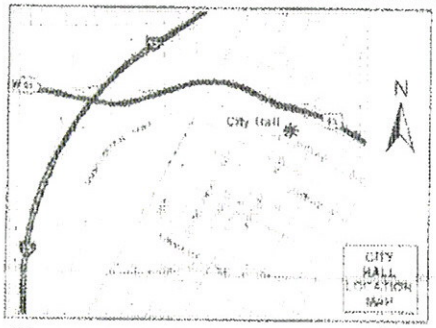
ZON-36092
Planning Commission Meeting of 11/5/2009

Case: ZON-36092
12528410094
HATTEL MIKAL & VERLA REV FAM TR
8020 DIVERNON AVE
LAS VEGAS NV 89149-4912

Submitted after final agenda
Date 10/29/09 Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: ZON-36092

12528410006
LEE WILLIAM A & WILHELMINA A
8017 DIVERNON AVE
LAS VEGAS NV 89149-4913

Submitted after final agenda

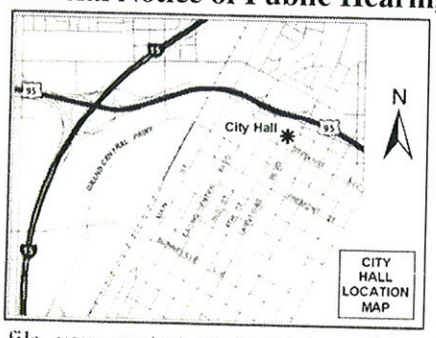
Date 10/29/09 Item BP

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: ZON-36092

12528410038
EAVES DON E & MARGARET L
5721 SAVANT CT
LAS VEGAS NV 89149-4902

HAVDS11 89149

Submitted after final agenda

Date 10/29/09 Item 8P

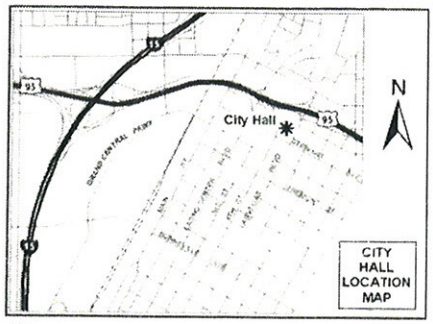
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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.

ZON-36092
Planning Commission Meeting of 11/5/2009

Case: ZON-36092
12533510061
MAHONEY EDWARD J JR
5444 DESERT VALLEY DR
LAS VEGAS NV 89149-6665

HAVD511 A3143

Submitted after final agenda

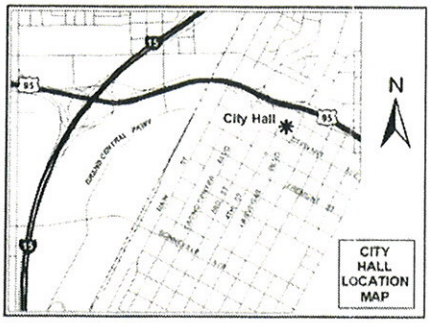
Date 10/29/09 Item BP

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: ZON-36092
12533510068
MCCOWN WAYNE & MARGIE FAMILY TR
5420 RED SUN DR
LAS VEGAS NV 89149-6655

HAVDS11 89149

Submitted after final agenda

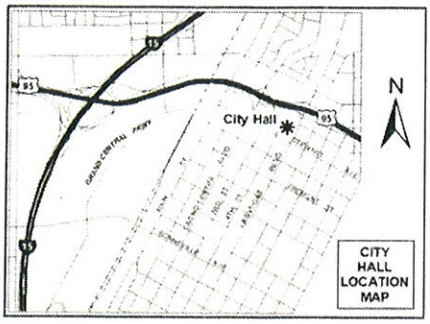
Date 10/29/09 Item OP

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092
Planning Commission Meeting of 11/5/2009

Case: ZON-36092
12528410092
EMERSON LYNN M
8012 DIVERNON AVE
LAS VEGAS NV 89149-4912

HAVOS11 89149

Submitted after final agenda

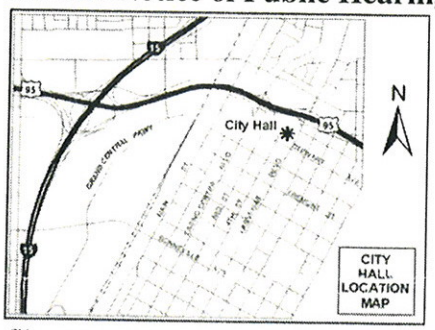
Date 10/29/09 Item 8P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: ZON-36092

12533113027
FETTERS JOHN & LINDA J
5445 ESCALLONIA ST
LAS VEGAS NV 89149-4685

HAVDS11 89149

Submitted after final agenda

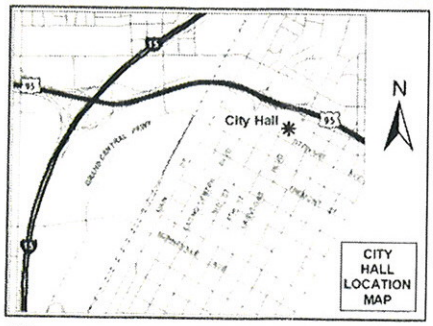
Date 10/29/09 Item 8P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: ZON-36092

12528410042
LAPASTINA FRANK A & J L REV TR
5705 SAVANT CT
LAS VEGAS NV 89149-4902

HAVDS11 89149

Submitted after final agenda

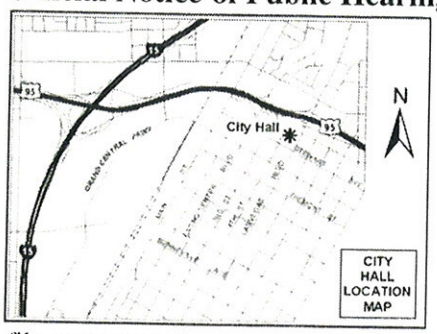
Date 11/02/09 Item 8P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: ZON-36092

12533112021
SHIPP TRACY
5440 PAINTED GORGE DR
LAS VEGAS NV 89149-4671

HAVDS11 89149

Submitted after final agenda

Date 11/02/09 Item 8P

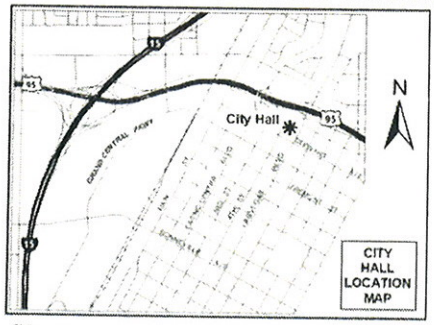
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
NOV 02 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



We prefer the current use to remain the same as it has been.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092
Planning Commission Meeting of 11/5/2009

Case: ZON-36092
12533112023
DIEHL JEFFREY A & ANDREA R
P O BOX 750008
LAS VEGAS NV 89136-0008

HAVDS11 89136

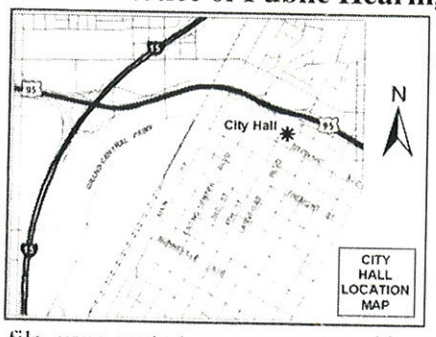
Submitted after final agenda
Date 11/02/09 Item 8P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

Case: ZON-36092
12528411030
SCHERR DENNIS W
5700 JANELL DR
LAS VEGAS NV 89149-4916

HAVOS11 89143

Submitted after final agenda

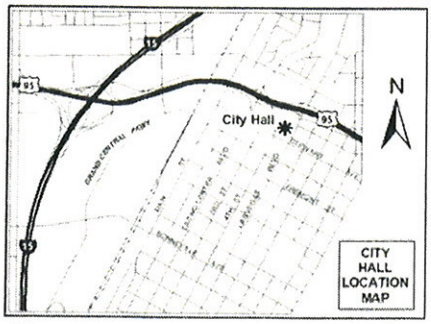
Date 11/02/09 Item 8P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



THIS LOOKS SOME KIND OF SCAM. WHAT IS GOING ON HERE?

RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092
Planning Commission Meeting of 11/5/2009

Case: ZON-36092
12533510067
AUKSKAINIS VINCENT D JR
5424 RED SUN DR
LAS VEGAS NV 89149-6655

HAVDS11 89149

Submitted after final agenda

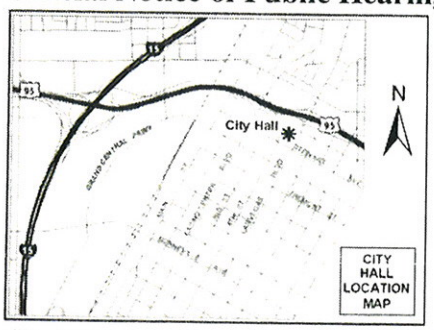
Date 11/12/09 Item 8P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092
Planning Commission Meeting of 11/5/2009

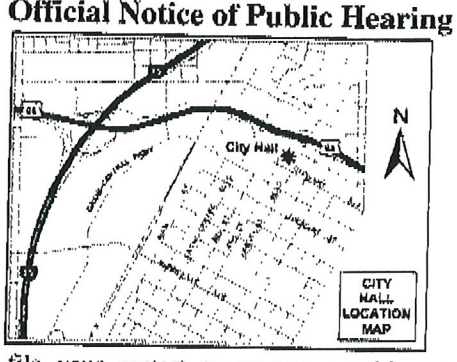
Case: ZON-36092
12533510015
STRUBER FRANKLIN H & COLLEEN
7900 PAINTED ROCK LN
LAS VEGAS NV 89149-6650

HAVD511 89143

Submitted after final agenda
Date 11/02/09 Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 27 2009

12533112009 Case: ZON-36092
MASTANDREA JOHN & JULIA
8037 KIMWOOD AVE
LAS VEGAS NV 89149-4642

8P

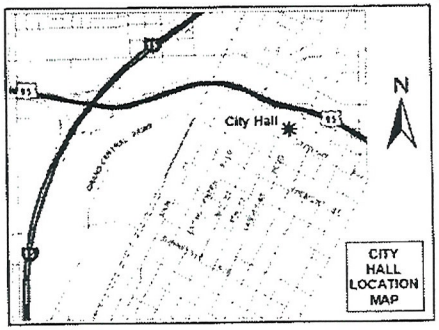
HAVDS11 89149

10/27/2009 07:52 7990355 ANTONELLO CS PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 26 2009

Case: ZON-36092

12533112010
SWEGLE RONALD W TRUST
8033 KIMWOOD AVE
LAS VEGAS NV 89149-4642

HAVD511 89149

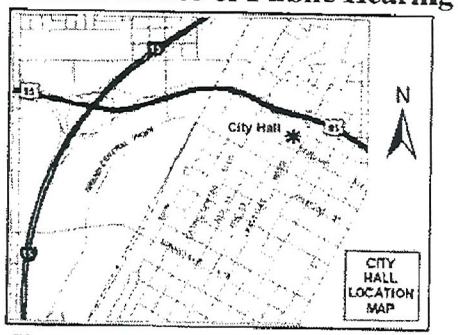
Oct 26 09 08:24a

98

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

$00.41

RECEIVED
OCT 26 2009

Case: ZON-36092

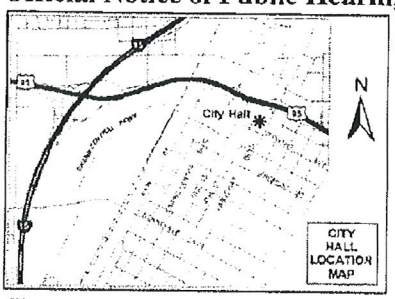
12533110035
BUFFOLINO TRUST
8021 BRONZEWOOD AVE
LAS VEGAS NV 89149-4667

1-702-968-0862
Oct 24 09 04:44p
J.B.

89

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 26 2009

Case: ZON-36092
12533110031
BRIAN DAVID K & TERESA M
5445 ROSE HILLS ST
LAS VEGAS NV 89149-4661

HAVDS11 89149

BP

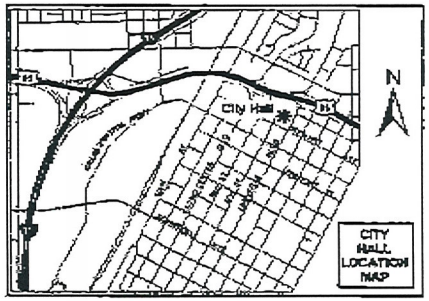
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 26 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.

ZON-36092
Planning Commission Meeting of 11/5/2009

Case: ZON-36092

12533110023
DODDS JOAN P
8005 KIMWOOD AVE
LAS VEGAS NV 89149-4600

HAUDS11 89149

No. 0706 P. 1

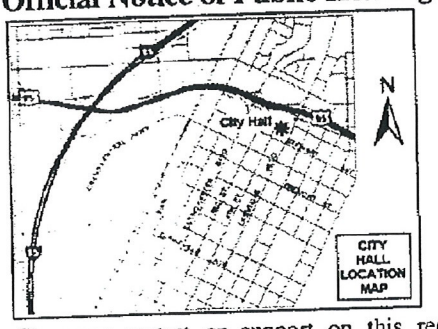
Oct. 26. 2009 2:25PM

88

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

Case: ZON-36092

12528410021
KENNALEY MICHAEL
5729 WHALE ROCK ST
LAS VEGAS NV 89149-4900

HAVDE11 89149

8P

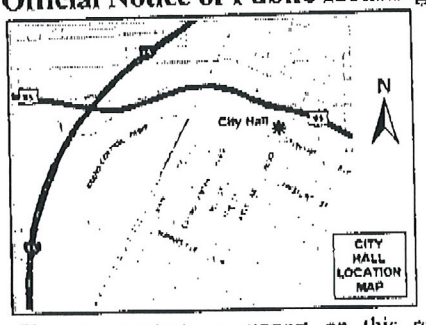
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41[4]
02 1M
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36092

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 26 2009

Case: ZON-36092
12533510119
BAGLEY FAMILY TRUST
5501 DESERT SPRING RD
LAS VEGAS NV 89149-8621

HAV0511 89149

8A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

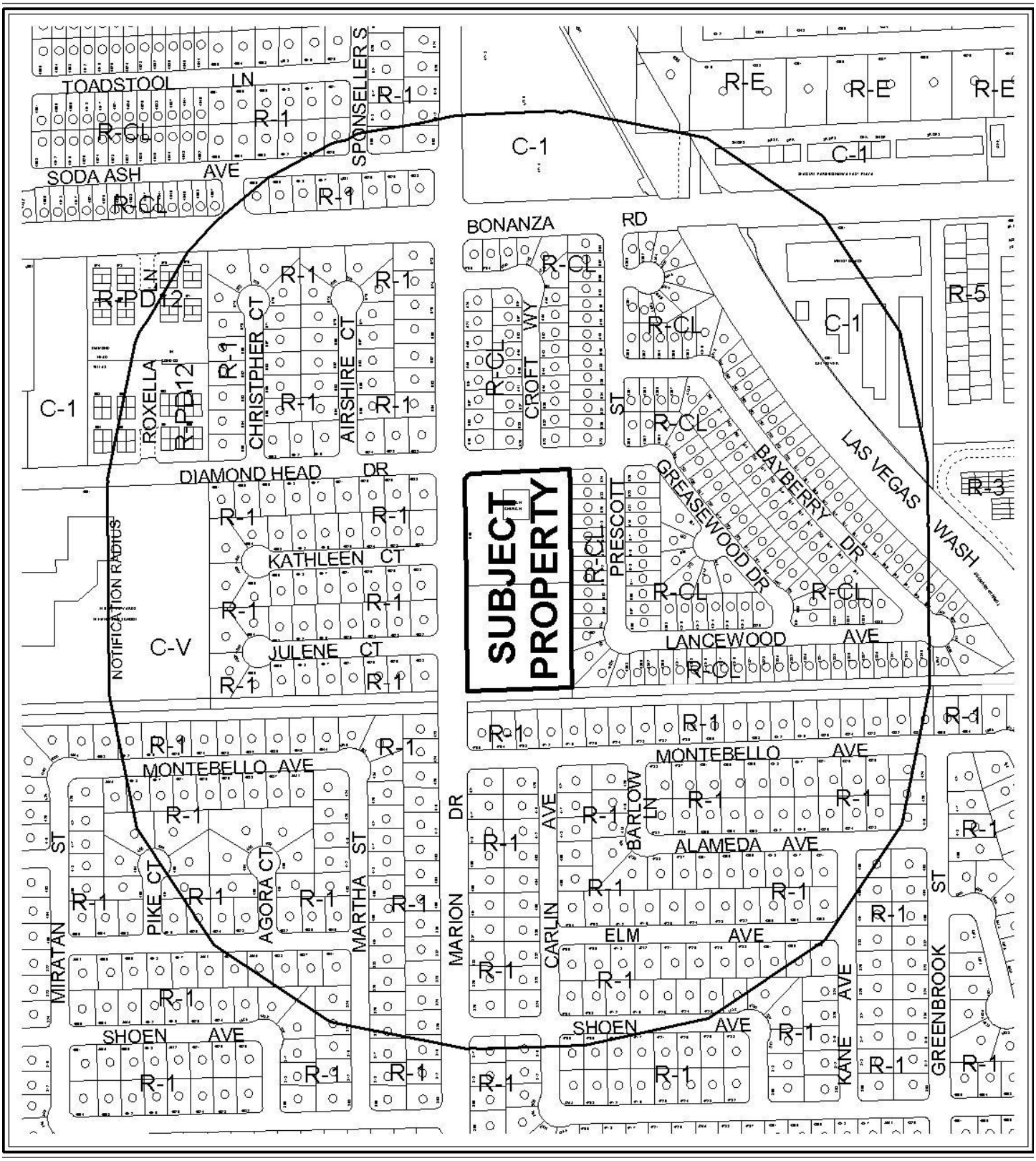
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36136 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: UNITY BAPTIST CHURCH - Request for a Special Use Permit FOR A PROPOSED CHURCH/HOUSE OF WORSHIP at 545 Marion Drive (APN 140-32-501-001 and 002), R-E (Residence Estates) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 45



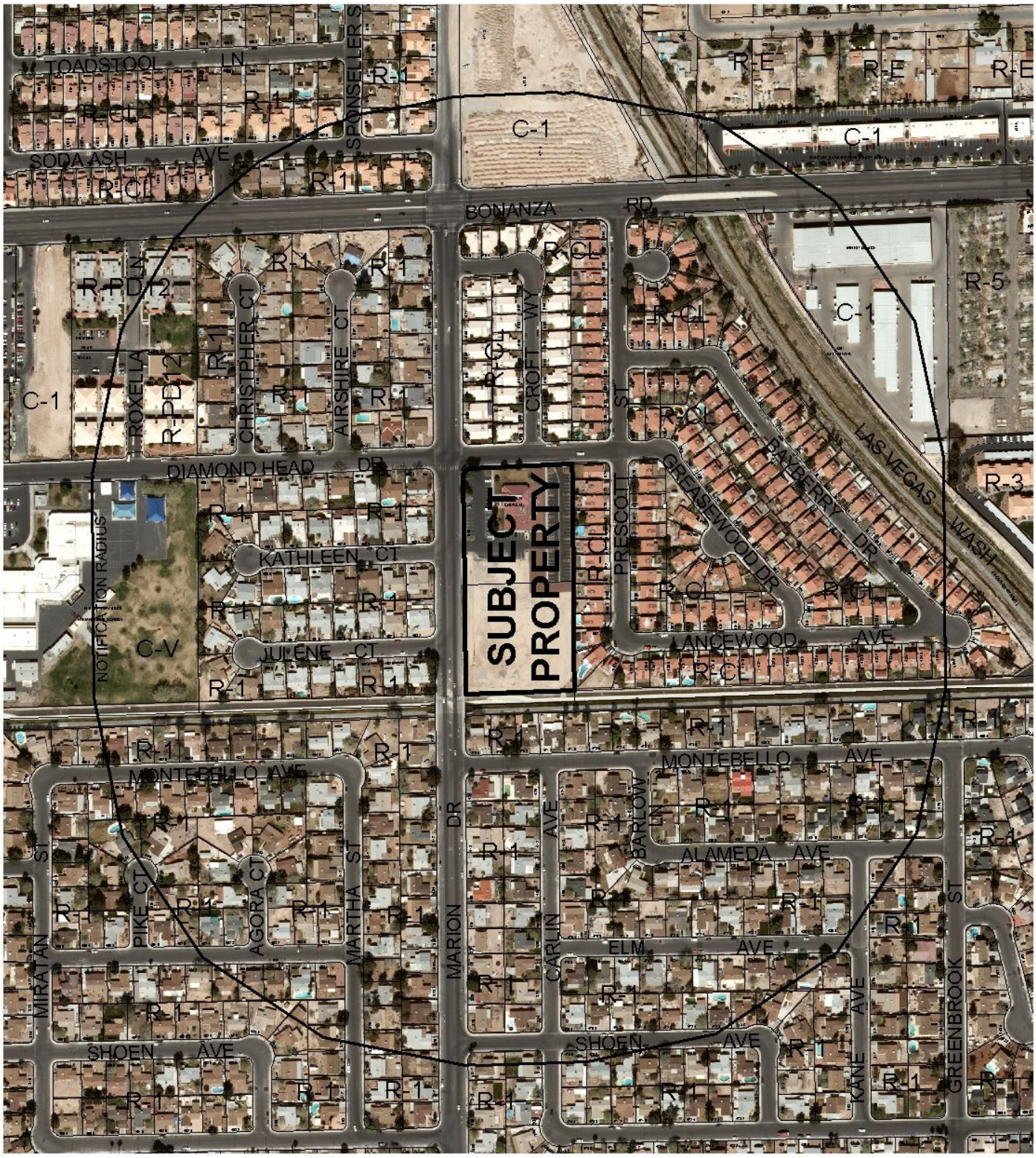
0 400 800 Feet

CASE: **SUP-36136**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 400 800 Feet

CASE: **SUP-36136**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Church/House of Worship use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-36124) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to expand its existing 8,000 square-foot Church/House of Worship by 48,816 square feet at 545 Marion Drive. The proposed expansion necessitated the need for the subject Special Use Permit and the related Site Development Plan Review (SDR-36124). The proposed expansion is appropriate at this location; therefore, staff is recommending approval. If denied, the proposed expansion of the use would not be permitted, but the existing Church/House of Worship would remain in its current condition.

Issues:

- The applicant is expanding the existing Church/House of Worship by more than 10% or 48,816 square feet, which requires the subject Special Use Permit and the related Site Development Plan Review (SDR-36124) pursuant to Title 19.18 requirements.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
A change of ownership has not occurred on the subject site.	
The County Assessor's site indicates a construction date of 1983.	
10/03/79	The Board of City Commissioners approved a Rezoning (Z-0091-79) from R-E (Residence Estates) to R-1 (Single Family Residential) on 4.17 acres adjacent to the southeast corner of Marion Drive and Diamond Head Drive. The Planning Commission and staff recommended approval of the request.
04/18/84	The City Council approved an Extension of Time of an approved Rezoning (Z-0017-84) from R-E (Residence Estates) to R-CL (Residential Compact-Lot) on 4.17 acres adjacent to the southeast corner of Marion Drive and Diamond Head Drive. The Planning Commission and staff recommended approval of the request. The Rezoning (Z-0017-84) expired on 04/18/86.
03/09/05	A Code Enforcement citation (#26949) was issued for illegal construction equipment at 545 Marion Drive. Code Enforcement closed the case on 03/10/05.
02/15/06	The City Council approved a request for a Site Development Plan Review (SDR-10460) for a 54 space Parking Lot and Waivers of the Perimeter and Parking Lot Landscaping requirements at 545 Marion Drive. The Planning Commission recommended approval, but staff recommended denial of the request.
11/05/09	The Planning Commission recommended approval of companion item SDR-36124 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #45/bts).

Related Building Permits/Business Licenses	
05/08/98	A Building Permit (#98009795) was issued for a sign at 545 Marion Drive. The permit was finaled on 11/10/98.
06/16/99	A Building Permit (#99011908) was issued for a 2,128 square-foot addition to an existing Church/House of Worship at 545 Marion Drive. The permit was finaled on 10/08/99.
Pre-Application Meeting	
09/08/09	A pre-application meeting was held on the indicated date. The following items were discussed at the meeting: • A Reversionary map would be required for the two parcels on the site. • All landscaping is required to be brought into conformance with Title 19.12 requirements or Waivers would be required. • The proposed addition and potential residential adjacency issues.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
10/01/09	A field check was completed on the indicated date. The following items were noted: • Staff noted the existing Church/House of Worship. • Staff noted the vacant area for the proposed addition to the existing Church/House of Worship.

Details of Application Request	
Site Area	
Net Acres	4.17 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Church/House of Worship and Undeveloped	ML (Medium Low Density Residential)	R-E (Residence Estates)
North	Single-Family Dwellings	ML (Medium Low Density Residential)	R-CL (Residential Compact-Lot)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Dwellings	ML (Medium Low Density Residential)	R-CL (Residential Compact-Lot)
West	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, 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	
Church/House of Worship	56,816 SF (includes 250 existing seats and 600 proposed seats)	One space for each four fixed seats	208	7	208	7	Y
TOTAL			215		215		Y

ANALYSIS

The applicant is proposing to add 48,816 square feet to an existing 8,000 square-foot Church/House of Worship. The Church/House of Worship did not previously have a Special Use Permit. But the proposed addition has necessitated the need for the subject Special Use Permit and the related Site Development Plan Review (SDR-36124). The existing Church/House of Worship has been in existing since 1983. The proposed expansion is appropriate at this location; therefore, staff is recommending approval of the request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

The proposed expansion of the existing use is compatible with the ML (Medium Low Density) land use designation and surrounding uses in the area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed expansion of the existing Church/House of Worship will be located on the existing site, which is suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The proposed addition to the existing Church/House of Worship is accessed from Diamond Head Drive and Marion Drive. Diamond Head Drive is a 60-foot Local Street and Marion Drive is an 80-foot Secondary Collector as indicated on the Master Plan of Streets and Highways, which will provide adequate access to the site.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise the public health, safety, or welfare as the proposed Church/House of Worship will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Church/House of Worship use meets all requirements as pursuant to Title 19.04.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

NOTICES MAILED 553 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36136 APN: 140-32-501-001, 002

Name of Property Owner: Unity Baptist Church

Name of Applicant: Unity Baptist Church

Name of Representative: ethos three architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☐ **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: Milton Sutton

Print Name: Milton C. Sutton

RECEIVED
SEP 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Subscribed and sworn before me

This 22 day of September, 2009

Helen Rivers

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
HELEN G. RIVERS
My Appointment Expires
No: 08-7147-1 July 1, 2012

State of Nevada
County of Clark
This instrument was acknowledged
Before me by Milton Sutton
On 9-22-09

DATA

SITE

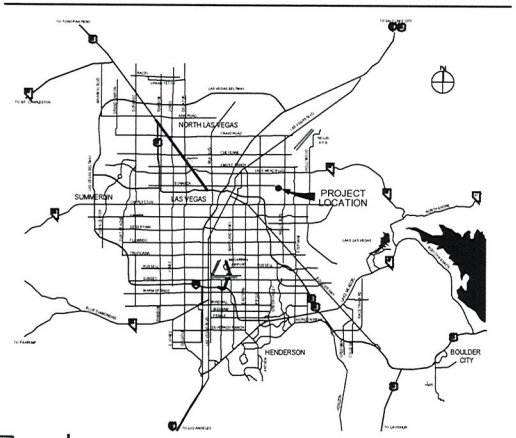
APN:	140-32-501-001 & 140-32-501-002
SIZE:	4.17 ACRES
JURISDICTION:	CITY OF LAS VEGAS
ZONING:	R-E
USE:	RELIGIOUS FACILITY
EXISTING BUILDING:	8,000 SF
NEW BUILDING:	
PHASE 1 SANCTUARY/ADMIN.	20,167 SF
PHASE 2 CLASSROOMS	13,727 SF
PHASE 3 FELLOWSHIP HALL	7,782 SF
PHASE 4 COURTYARD	7,140 SF
TOTAL BUILDING:	48,816 SF
DENSITY	28.2%
F.A.R.	31.2%

PARKING ANALYSIS

PER CLV TITLE 19 = LINEAL INCHES OF PEW / 20" PER SEAT =
LEVEL 1 - 9,000" / 20 = 450
LEVEL 2 - 3,000" / 20 = 150
TOTAL 600
FIXED SEAT CAPACITY =
250 EXISTING, 600 NEW, 850 TOTAL

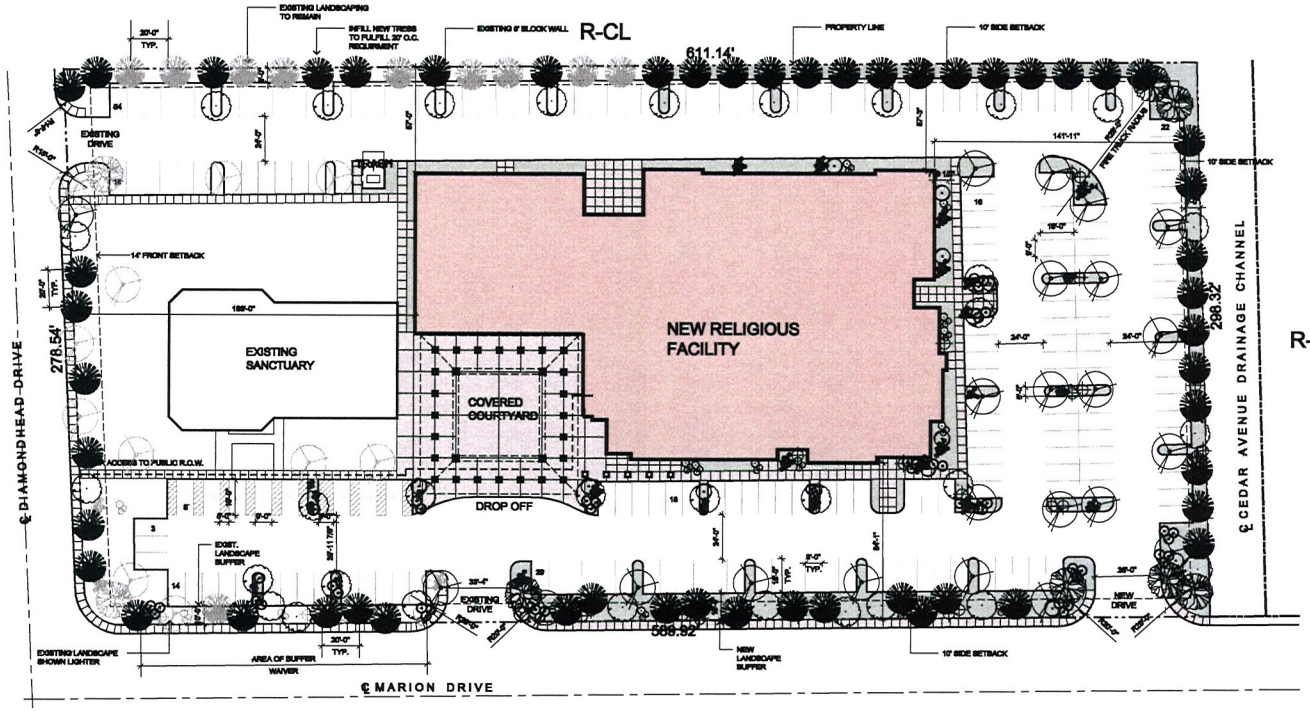
PARKING REQUIRED: 1 SPACE / 4 SEATS = 213 PARKING SPACES
PARKING PROVIDED: 208 REGULAR SPACES + 7 HANDICAP SPACES = 213 TOTAL

VICINITY MAP



8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

DRAWING APPROVED:
DATE:



R-CL

LANDSCAPE LEGEND

GENUS	COMMON NAME	QTY	SIZE
PROSOPIS CHILENSIS	THORNLESS CHILEAN	6	24" BOX
CERCIDIUM FLORIDUM	BLUE PALO VERDE	21	24" BOX
OLEA 'WILSONII'	FRUITLESS OLIVE	27	24" BOX
PINUS ALDERICA	MONDEL PINE	51	24" BOX
LEUCOPHYLLUM ZYGOPHYLLUM	BLUE RANGER	60	5 GALLON
BUDDLEIA MARRUBIFOLIA	WOOLEY BUTTERFLY BUSH	42	5 GALLON
CASSIA PHYLLODINIA	SILVER LEAF CASSIA	60	5 GALLON
LEUCOPHYLLUM CANDIDUM	SIERRA BOQUET	43	5 GALLON
VIGUIERA DELTOIDEA	GOLDENEYE	200	5 GALLON
	3/4"- DECOMPOSED GRANITE		

ethos three ARCHITECTURE

UNITY BAPTIST CHURCH
545 MARION DRIVE

SITE PLAN

SHT A0.1

SITE PLAN

SCALE : 1"=30'-0"

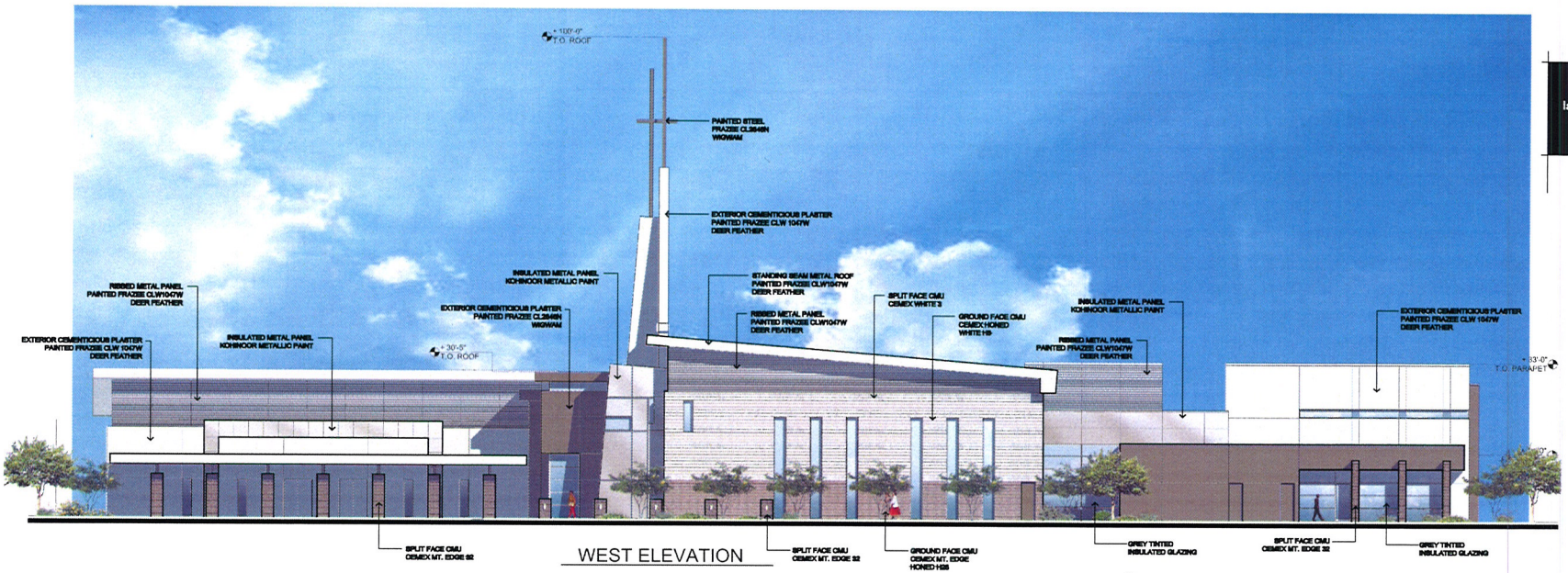
0 15 30 60

north

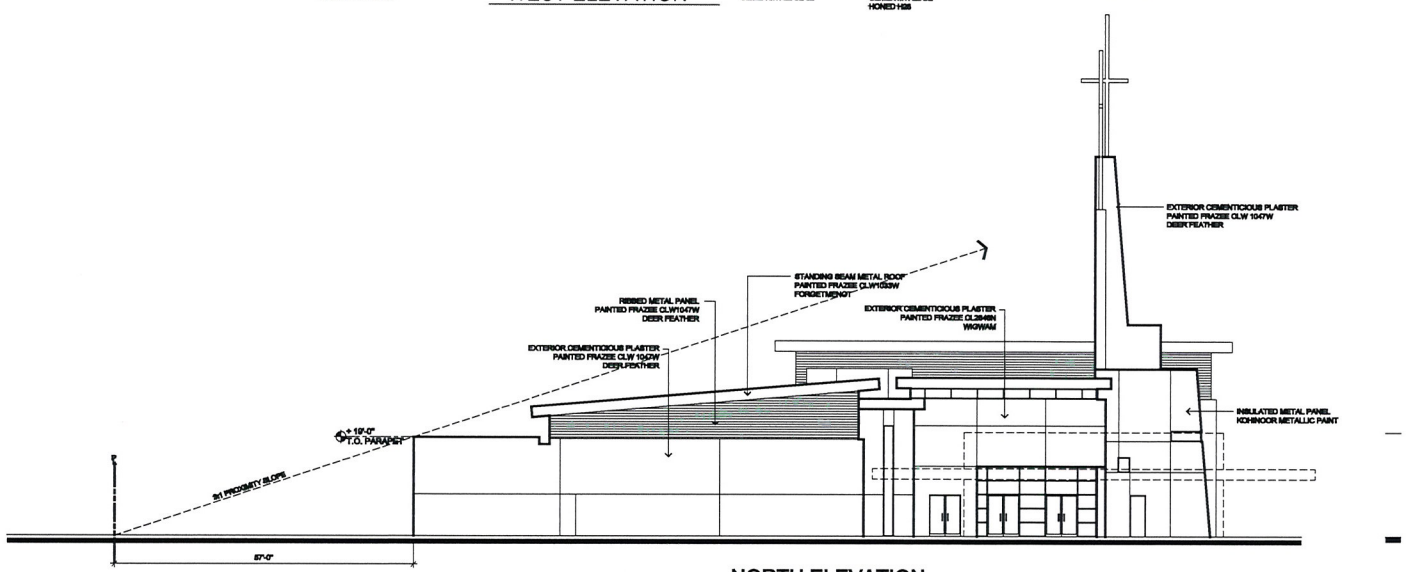
09-21-09

RECEIVED
OCT 07 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED



WEST ELEVATION



NORTH ELEVATION

EXTERIOR ELEVATIONS

SCALE : 3/32"=1'-0"

RECEIVED
OCT 06 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED

0 4 8 16

09-21-09

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

DRAWING APPROVED:
DATE:

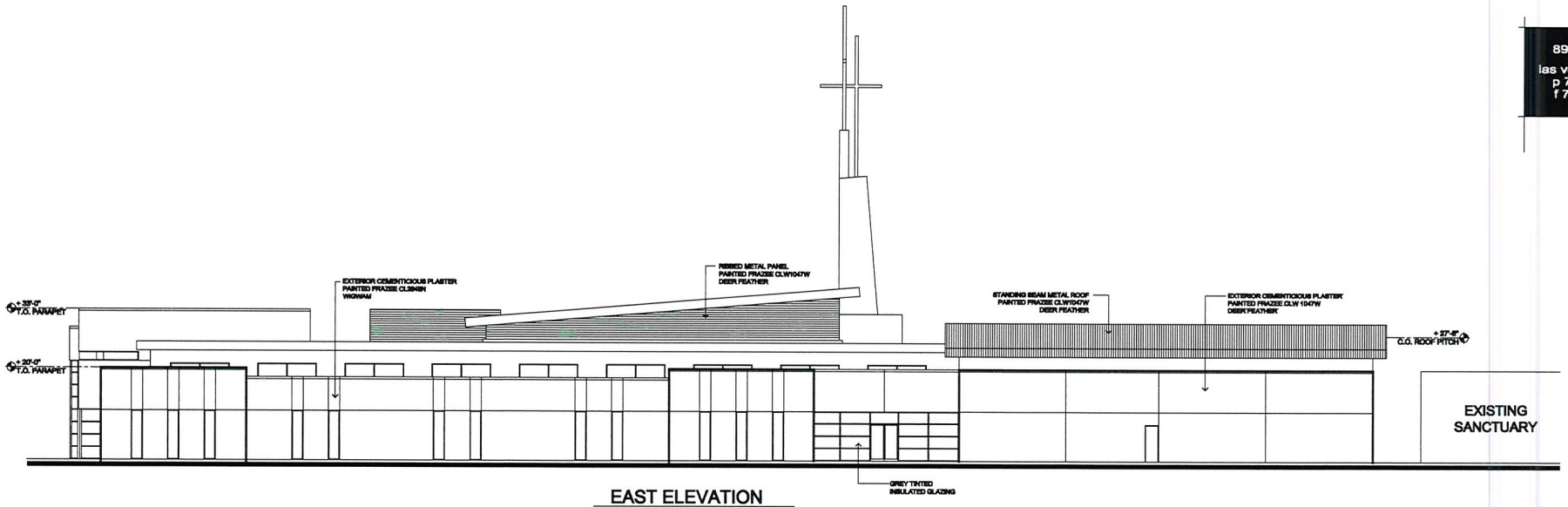
ethos three ARCHITECTURE

ELEVATIONS

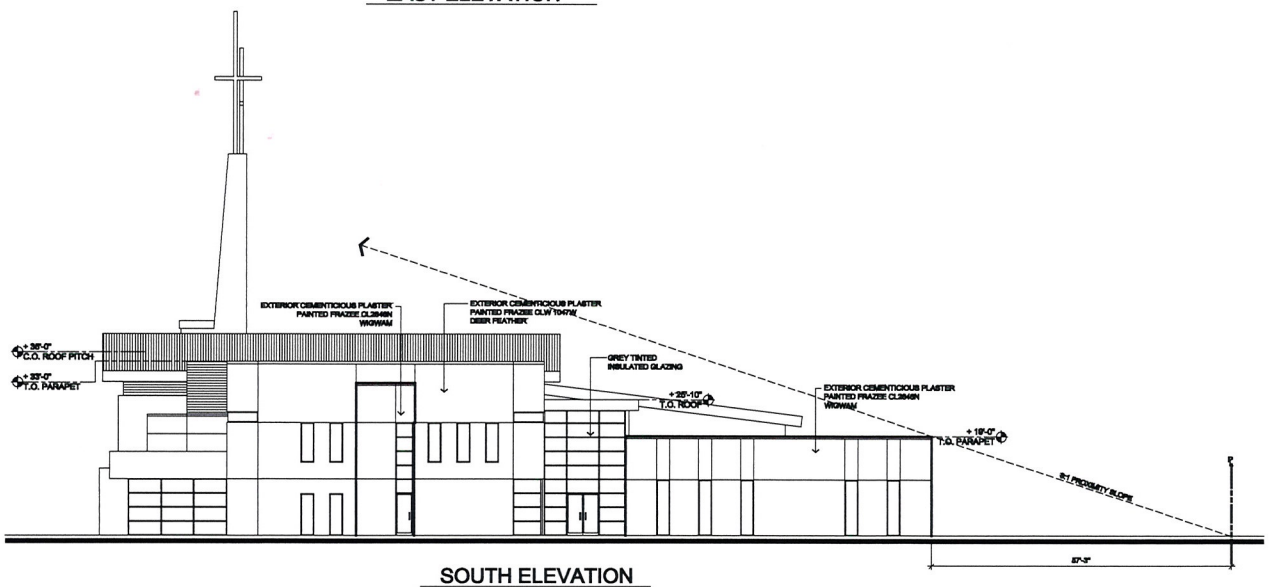
UNITY BAPTIST CHURCH
545 MARION DRIVE

SHT A5.1

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020



EAST ELEVATION



SOUTH ELEVATION

DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

ELEVATIONS

UNITY BAPTIST CHURCH
545 MARION DRIVE

EXTERIOR ELEVATIONS

SCALE : 3/32"=1'-0"

0 4 8 16

09-21-09

SHT A5.2

RECEIVED
OCT 06 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36136 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

ethos three
ARCHITECTURE

September 21, 2009

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: Justification Letter – Unity Baptist Church Expansion

Dear Planning Dept.,

We are requesting a Site Development Plan Review for the expansion of an existing religious facility located at 545 Marion Drive. The site is currently zoned RE. The site will require a Site Development Review, a Special Use Permit and a Waiver of Standards.

The expansion of the existing 250 seat sanctuary includes a new 600 seat sanctuary, fellowship hall, classrooms (religious education only) and administrative space. This use is permitted in a residential zone with an approved special use permit. This project is designed within the parameters set forth by Title 19.

- A Waiver of Perimeter Landscape and Buffer Standards to allow a 10 foot buffer along portions of the West buffer where 15 feet is required.

Sincerely,

John Lopeman, AIA

RECEIVED
OCT 07 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED

8965 S. Eastern Avenue, Suite 100 | Las Vegas, Nevada 89123 | P 702.456.1070 | F 702.456.7020

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

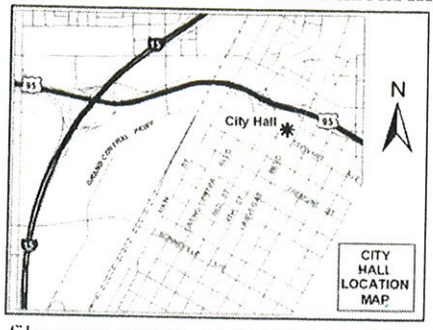
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIPCODE 89101

RECEIVED
OCT 29 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-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

Case: SUP-36136

14032610059
FIELDMAN RAY & RAY JR
4800 ALAMEDA AVE
LAS VEGAS NV 89110-3553

HAVDS11 89110

Submitted after final agenda

Date 10/29/09 Item 45P

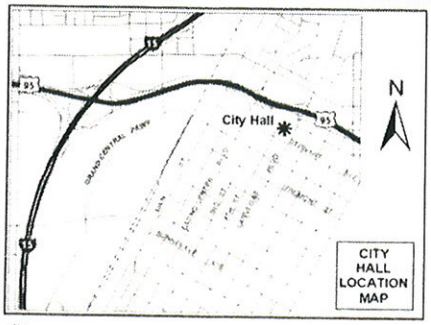
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

Case: SUP-36136

14032610058
FIELDMAN RAY JR
4804 ALAMEDA AVE
LAS VEGAS NV 89110-3553

HAV0511 A911O

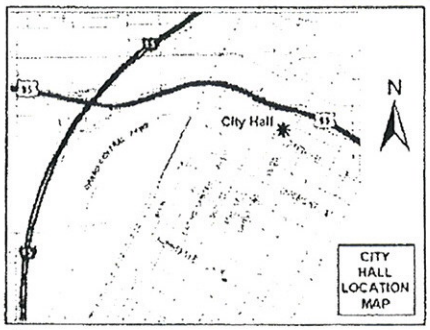
Submitted after final agenda

Date 10/29/09 Item 45P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36136

14032111068
BROWN EVA JANE
4629 KATHLEEN CT
LAS VEGAS NV 89110-3474

Oct 29 09 05:59a BROWN

Submitted after final agenda

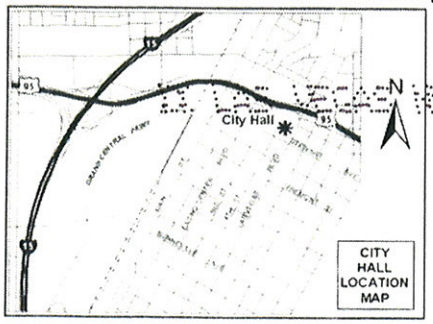
Date 10/29/09 Item 45 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



LAS VEGAS NV 890 10-24-09

RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36136 & SDR-36124
Planning Commission Meeting of 11/5/2009

Case: SUP-36136
14029801011
BONANZA SUNRISE L L C
9220 CATHWELL LN
TUJUNGA CA 91042-3321

HAVDS11 91042

Submitted after final agenda

Date 11/02/09 Item 45A

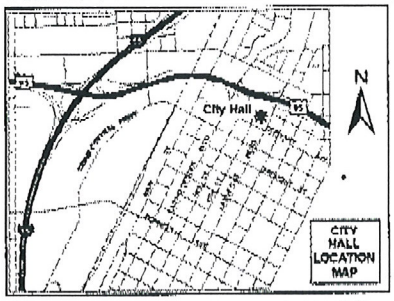
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-36136
14032512005
AMERSON FAMILY TRUST
2901 VISTA DEL SOL
LAS VEGAS NV 89120-3612

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

HAYDELL 89120

45A

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

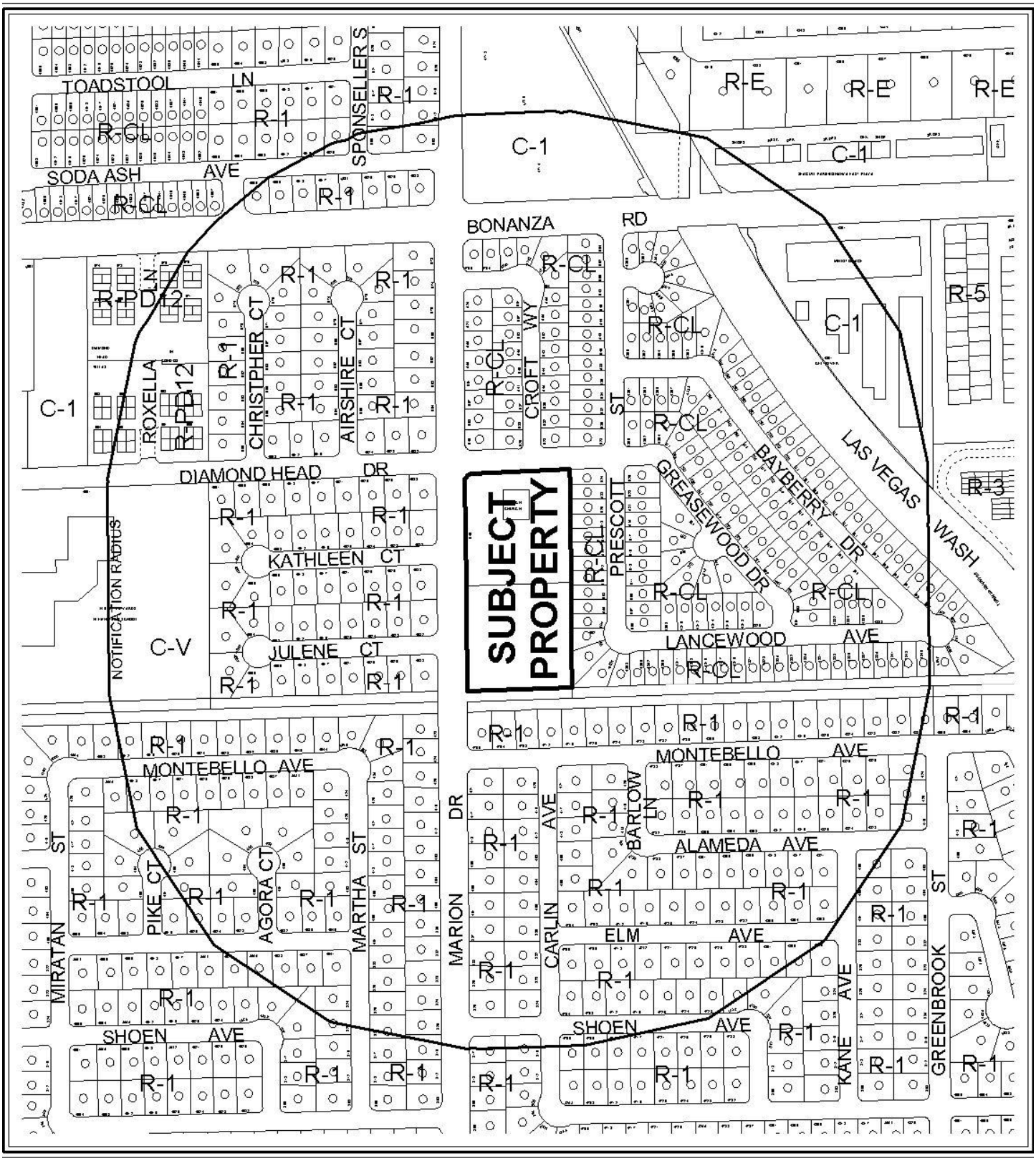
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-36124 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-36136 - PUBLIC HEARING - APPLICANT/OWNER: UNITY BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 48,816 SQUARE-FOOT ADDITION TO AN EXISTING 8,000 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A 10-FOOT LANDSCAPE BUFFER ALONG A PORTION OF THE WEST PERIMETER WHERE 15 FEET IS REQUIRED on 4.17 acres at 545 Marion Drive (APN 140-32-501-001 and 002), R-E (Residence Estates) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 46



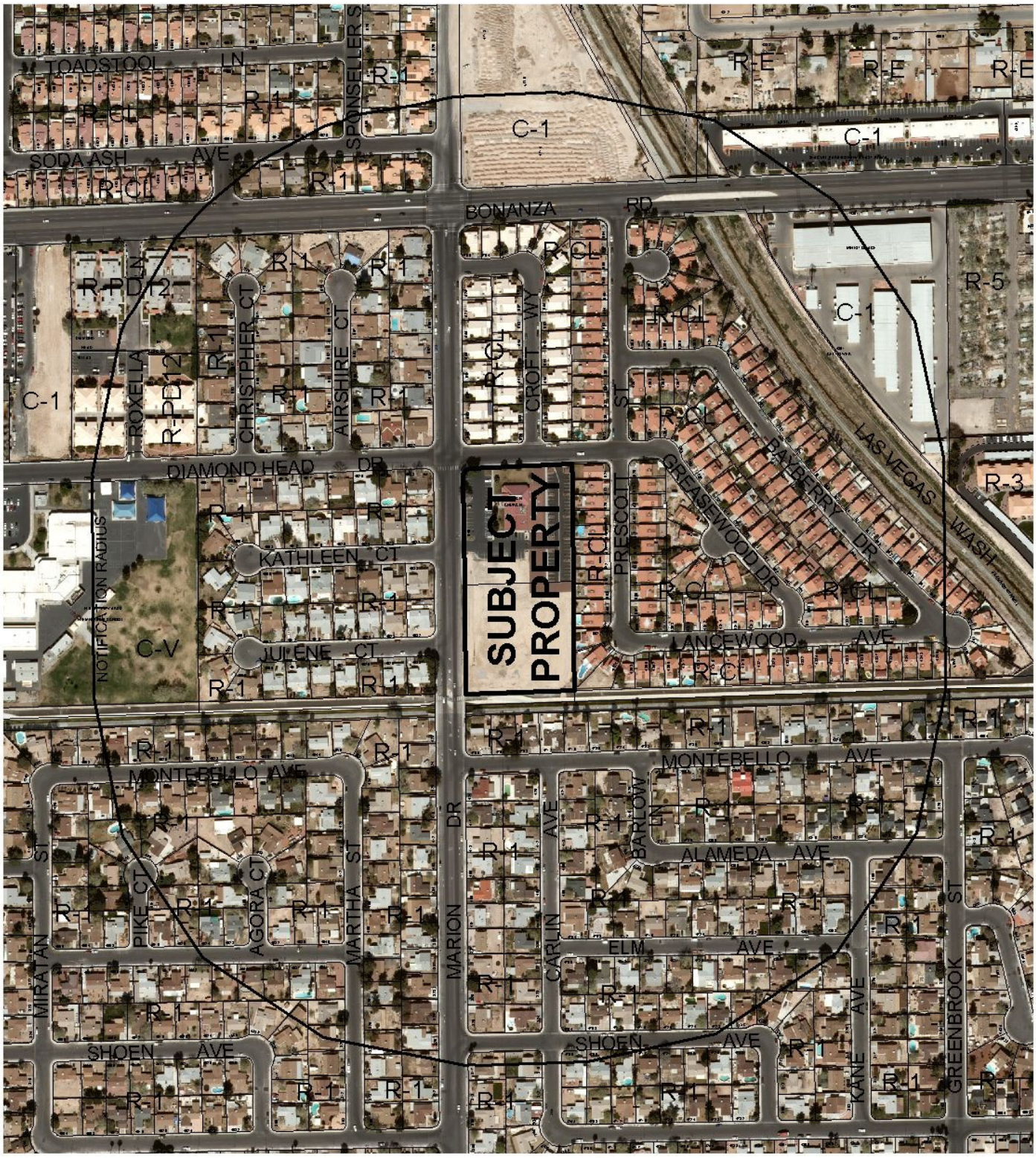
0 400 800 Feet

CASE: **SDR-36124**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 400 800 Feet

CASE: **SDR-36124**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-36136), if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 10/07/09 and building elevations, date stamped 10/06/09, except as amended by conditions herein.

4. A Waiver from Title 19.12 Landscape and Buffer Standards is hereby approved, to allow a 10-foot Landscape Buffer along a portion of the west perimeter buffer where 15 feet is required.

5. The applicant shall work with City staff to determine the most appropriate mapping action necessary to consolidate all existing parcels. The mapping action shall be completed and recorded prior to issuance of any building permits.

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Coordinate with the City Surveyor to determine if a Reversionary Map or other lot consolidation is necessary prior to the approval of construction drawings; comply with the recommendations of the City Surveyor. No structure shall be allowed to be built over a property line and all required parking must be on the same lot as the primary structure.

15. Construct all incomplete half-street improvements on Marion Drive adjacent to this site concurrent with development of this site.

16. Remove the western most driveway on Diamond Head Drive and replace with curb, gutter, and sidewalk. Also remove all substandard public street improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

17. Provide a copy of a recorded Joint Access Agreement between the parcels that comprise this site prior to the issuance of any permits, unless the parcels are legally joined into one parcel.

18. Each parcel must have its own lateral connection to public sewer.

19. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

20. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

21. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

22. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a 48,816 square-foot addition to an existing 8,000 square-foot Church/House of Worship at 545 Marion Drive. The proposed addition will extend onto an undeveloped lot to the south, and will provide a new sanctuary and associated facilities for the existing Unity Baptist Church. The applicant has requested a Waiver of Title 19.12 Landscape and Buffer Standards. The addition substantially complies with Title 19 requirements except for the requested Waiver. The Waiver is minor in nature and is mitigated by the additional landscaping added around the perimeter of the site; therefore, staff is recommending approval of this request. If denied, the proposed addition would not be permitted and the existing Church/House of Worship would remain.

Issues:

- A new 48,816 square-foot Church/House of Worship is proposed.
- The applicant has requested a Waiver of Title 19.12 Landscape and Buffer Standards to allow a 10-foot buffer along a portion of the west buffer where 15 feet is required.
- A condition of approval has been added to require that the subject site be remapped to consolidate the two lots.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
A change of ownership has not occurred on the subject site.	
The County Assessor's site indicates a construction date of 1983.	
10/03/79	The Board of City Commissioners approved a Rezoning (Z-0091-79) from R-E (Residence Estates) to R-1 (Single Family Residential) on 4.17 acres adjacent to the southeast corner of Marion Drive and Diamond Head Drive. The Planning Commission and staff recommended approval of the request.
04/18/84	The City Council approved an Extension of Time of an approved Rezoning (Z-0017-84) from R-E (Residence Estates) to R-CL (Residential Compact-Lot) on 4.17 acres adjacent to the southeast corner of Marion Drive and Diamond Head Drive. The Planning Commission and staff recommended approval of the request. Rezoning (Z-0017-84) expired on 04/18/86.
03/09/05	A Code Enforcement citation (#26949) was issued for illegal construction equipment at 545 Marion Drive. Code Enforcement closed the case on 03/10/05.

02/15/06	The City Council will hear a related Site Development Plan Review (SDR-10460) for a 54 space Parking Lot and Waivers of the Perimeter and Parking Lot Landscaping requirements at 545 Marion Drive. The Planning Commission recommended approval, but staff recommended denial of the request.
11/05/09	The Planning Commission recommended approval of companion item SUP-36136 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #46/bts).
Related Building Permits/Business Licenses	
05/08/98	A Building Permit (#98009795) was issued for a sign at 545 Marion Drive. The permit was finaled on 11/10/98.
06/16/99	A Building Permit (#99011908) was issued for a 2,128 square-foot addition to an existing Church/House of Worship at 545 Marion Drive. The permit was finaled on 10/08/99.
Pre-Application Meeting	
09/08/09	A pre-application meeting was held on the indicated date. The following items were discussed at the meeting: • Reversionary map would be required for the two parcels on the site. • All landscaping is required to be brought into conformance with Title 19.12 requirements or Waivers would be required. • The proposed addition and potential residential adjacency issues.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
10/01/09	A field check was completed on the indicated date. The following items were noted: • Staff noted the existing Church/House of Worship. • Staff noted the vacant area for the proposed addition to the existing Church/House of Worship.

Details of Application Request	
Site Area	
Net Acres	4.17 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Church/House of Worship and Undeveloped	ML (Medium Low Density Residential)	R-E (Residence Estates)
North	Single-Family Dwellings	ML (Medium Low Density Residential)	R-CL (Residential Compact-Lot)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

East	Single-Family Dwellings	ML (Medium Low Density Residential)	R-CL (Residential Compact-Lot)
West	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 Development Standards, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	4.17 acres	Y
Min. Lot Width	100 Feet	295 Feet	Y
Min. Setbacks • Front (north property line) • Side (east property line) • Corner (west property line) • Rear (south property line)	 50 Feet 10 Feet 15 Feet 35 Feet	 183 Feet 56.3 Feet 84.1 Feet 141.9 Feet	 Y Y Y Y
Max. Lot Coverage	N/A	31.2%	N/A
Max. Building Height	2 stories or 35 Feet	2 stories 35 feet	Y
Trash Enclosure	Screened	Screened	By Condition
Mech. Equipment	Screened	Screened	By Condition

Pursuant to Title 19.08.060, the following standards apply:

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	105 Feet	128 Feet	Y
Adjacent development matching setback	10 Feet	57.25 Feet	Y

Pursuant to Title 19.12, the following landscaping standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree/ 6 Spaces	36 Trees	37 Trees	Y
Buffer: Min. Trees				
North property line	1 Tree/ 20 Linear Feet	12 Trees	14 Trees	Y
South property line	1 Tree/ 20 Linear Feet	15 Trees	15 Trees	Y
West property line	1 Tree/ 20 Linear Feet	27 Trees	32 Trees	Y
East property line	1 Tree/ 20 Linear Feet	31 Trees	31 Trees	Y
TOTAL		85 Trees	92 Trees	Y
Min. Zone Width				
North property buffer	15 Feet		15 Feet	Y
South property buffer	8 Feet		8 Feet	Y
West property buffer	15 Feet		10 Feet	N
East property buffer	8 Feet		8 Feet	Y
Wall Height	6-8 Feet		6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	56,816 SF (includes 250 existing seats and 600 proposed seats)	One space for each four fixed seats	208	7	208	7	Y
TOTAL			215		215		Y

Waivers		
Request	**Requirement**	**Staff Recommendation**
10-foot landscape buffer along a portion of the west perimeter buffer	15-foot landscape buffer along the west perimeter buffer	Approval

ANALYSIS

- **Site Plan**

The Unity Baptist Church is located on a 4.17 acre site at 545 Marion Drive. The existing site is divided into two separate parcels. A condition of approval has been added requiring a reversionary map to be completed prior to issuance of building permits. The site plan indicates an existing 8,000 square-foot Church/House of Worship, which includes 250 existing seats and a proposed 48,816 square-foot addition with 600 seats. The overall square-footage totals 56,816 square feet. The applicant is proposing a total of 213 parking spaces, which is adequate for both the existing and proposed Church/House of Worship use. The applicant indicates that phasing of the project will occur. The first phase will include; the sanctuary, offices, classrooms, and site work. The second phase will include the classrooms. The third phase will include a fellowship hall. Finally, the fourth phase will include a covered courtyard.

The overall site is accessed from both Diamond Head Drive and Marion Drive. Diamond Head Drive is a 60-foot Local Street and Marion Drive is an 80-foot Secondary Collector as indicated on the Master Plan of Streets and Highways.

- **Landscape Plan**

A portion of the overall site contains existing landscaping, which was installed with the completion of the existing Church/House of Worship. Since the applicant is constructing a new Church/House of Worship, all landscaping is required to be brought into conformance pursuant to Title 19.12 requirements. The overall site has been brought into conformance, except for the west perimeter landscape buffer. The applicant has requested a Waiver of Title 19.12 Landscape and Buffer Standards to allow a 10-foot buffer along portions of the west perimeter buffer where 15 feet is the minimum required. Staff is supporting this Waiver request as it is minor in nature, and will be mitigated by additional landscaping in the perimeters of the site.

- **Elevations**

The elevations indicate an existing 25-foot tall Church/House of Worship. The proposed addition is indicated at a height of 35 feet at two stories. Portions of the new Church/House of Worship project beyond the permitted 35-foot height requirement. Pursuant to Title 19.08 Development Standards, institutional symbols for Churches/House of Worship may extend into any required setback area, provided that they are clearly shown as a part of a Site Development Plan Review, thereby making the steeple and crosses conforming to Title 19.08 requirements.

- **Floor Plan**

There is a first and second floor plan for the proposed Church/House of Worship. The first floor plan indicates uses that are divided into classrooms, sanctuary, offices and a fellowship hall. The second story indicates balcony seating and additional classrooms.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed addition to the existing Church/House of Worship complies with residential adjacency requirements and is adequately landscaped, thereby being compatible with adjacent development and 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 development fails to meet all Perimeter Landscape Buffer standards, but the requested Waiver is minimal in nature. The remainder of the on-site landscaping meets or exceeds minimum requirements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The proposed addition to the existing Church/House of Worship is accessed from Diamond Head Drive and Marion Drive. Diamond Head Drive is a 60-foot Local Street and Marion Drive is an 80-foot Secondary Collector as indicated on the Master Plan of Streets and Highways, which will provide adequate access to the site.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed landscape materials, as conditioned, are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

The proposed building elevations will be harmonious with the existing Church/House of Worship and will be compatible with adjacent residential developments by adhering to residential adjacency requirements.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed addition to the existing Church/House of Worship will be subject to final Building and Safety and Planning and Development inspections; therefore this development will not compromise the public health, safety or welfare.

PLANNING COMMISSION ACTION

The Planning Commission amended condition #14 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

NOTICES MAILED 553 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-36124 APN: 140-32-501-001, 002

Name of Property Owner: Unity Baptist Church

Name of Applicant: Unity Baptist Church

Name of Representative: ethos three architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Milt Sutton

Print Name: MILTON C. SUTTON

Subscribed and sworn before me

This 17 day of September, 2009

Helen Rivers

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
HELEN G. RIVERS
My Appointment Expires
July 1, 2012
No: 08-7147-1

State of Nevada
County of Clark
This instrument was acknowledged
Before me by Milton Sutton
On Sept 17, 2009

RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DATA

SITE

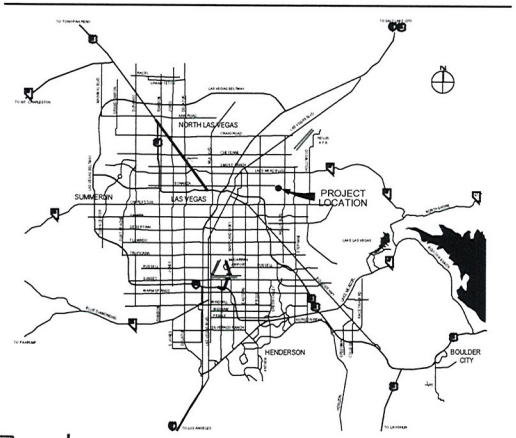
APN:	140-32-501-001 & 140-32-501-002
SIZE:	4.17 ACRES
JURISDICTION:	CITY OF LAS VEGAS
ZONING:	R-E
USE:	RELIGIOUS FACILITY
EXISTING BUILDING:	8,000 SF
NEW BUILDING:	
PHASE 1 SANCTUARY/ADMIN.	20,167 SF
PHASE 2 CLASSROOMS	13,727 SF
PHASE 3 FELLOWSHIP HALL	7,782 SF
PHASE 4 COURTYARD	7,140 SF
TOTAL BUILDING:	48,816 SF
DENSITY	28.2%
F.A.R.	31.2%

PARKING ANALYSIS

PER CLV TITLE 19 = LINEAL INCHES OF PEW / 20" PER SEAT =
LEVEL 1 - 9,000" / 20 = 450
LEVEL 2 - 3,000" / 20 = 150
TOTAL 600
FIXED SEAT CAPACITY =
250 EXISTING, 600 NEW, 850 TOTAL

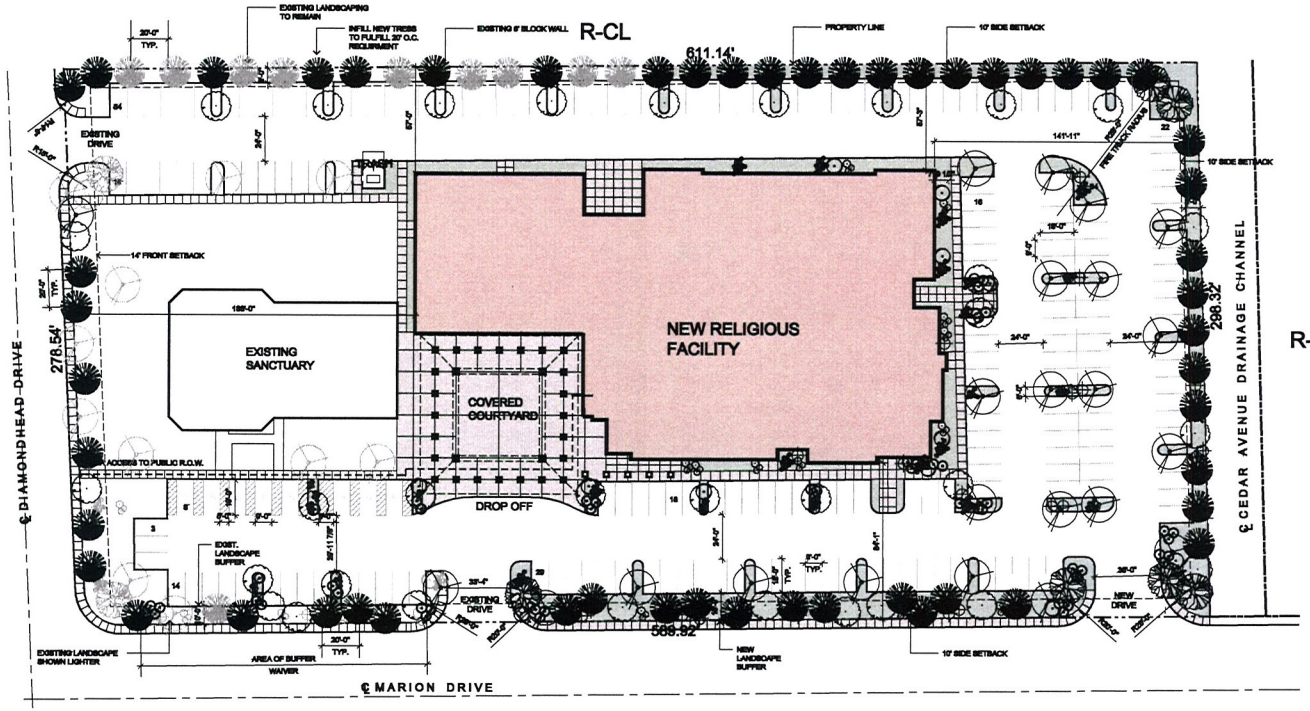
PARKING REQUIRED: 1 SPACE / 4 SEATS = 213 PARKING SPACES
PARKING PROVIDED: 208 REGULAR SPACES + 7 HANDICAP SPACES = 213 TOTAL

VICINITY MAP



8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

DRAWING APPROVED:
DATE:



R-CL

LANDSCAPE LEGEND

GENUS	COMMON NAME	QTY	SIZE
PROSOPIS CHILENSIS	THORNLESS CHILEAN	6	24" BOX
CERCIDIUM FLORIDUM	BLUE PALO VERDE	21	24" BOX
OLEA 'WILSONII'	FRUITLESS OLIVE	27	24" BOX
PINUS ALDERICA	MONDEL PINE	51	24" BOX
LEUCOPHYLLUM ZYGOPHYLLUM	BLUE RANGER	60	5 GALLON
BUDDLEIA MARRUBIFOLIA	WOOLEY BUTTERFLY BUSH	42	5 GALLON
CASSIA PHYLLODINIA	SILVER LEAF CASSIA	60	5 GALLON
LEUCOPHYLLUM CANDIDUM	SIERRA BOQUET	43	5 GALLON
VIGUIERA DELTOIDEA	GOLDENEYE	200	5 GALLON
	3/4"- DECOMPOSED GRANITE		

ethos three ARCHITECTURE

UNITY BAPTIST CHURCH
545 MARION DRIVE

SITE PLAN

SHT A0.1

SITE PLAN

SCALE : 1"=30'-0"

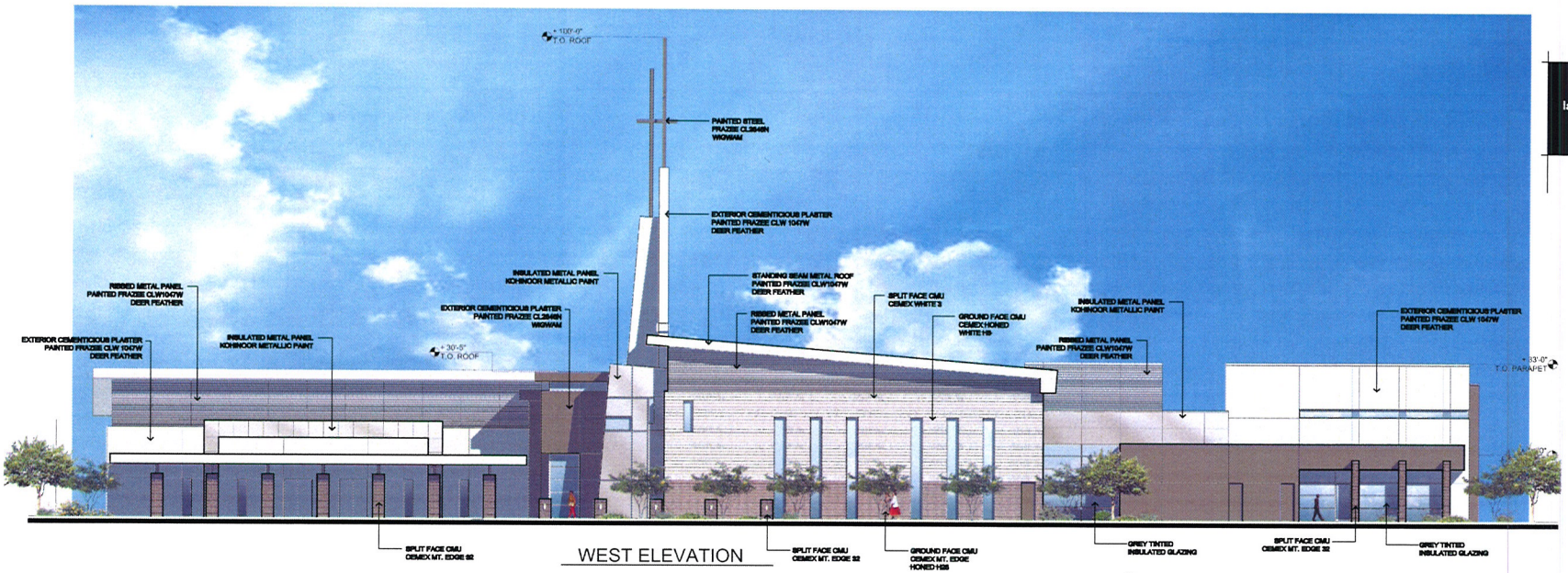
0 15 30 60

north

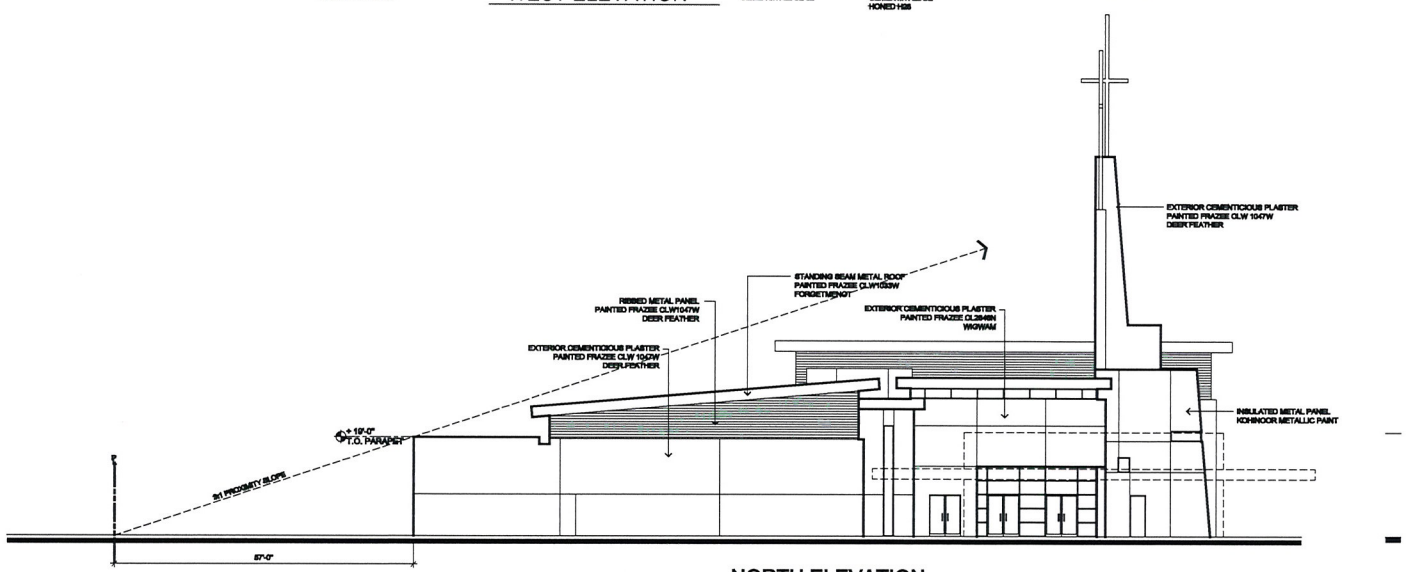
09-21-09

RECEIVED
OCT 07 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED



WEST ELEVATION



NORTH ELEVATION

EXTERIOR ELEVATIONS

SCALE : 3/32"=1'-0"

RECEIVED
OCT 06 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED

0 4 8 16

09-21-09

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

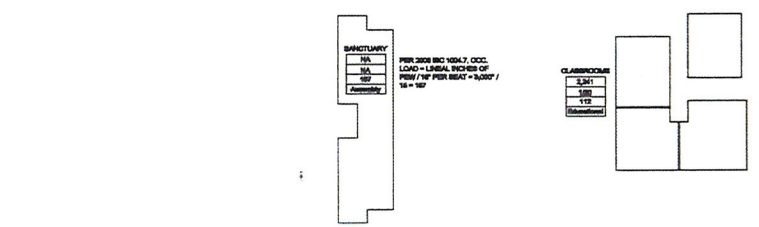
DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

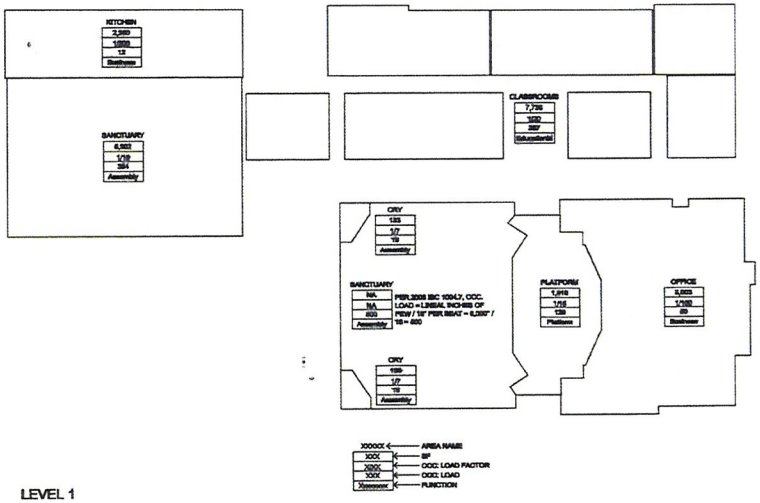
ELEVATIONS

UNITY BAPTIST CHURCH
545 MARION DRIVE

SHT A5.1



LEVEL 2



LEVEL 1

2006 IBC OCCUPANT LOAD DIAGRAM
1,748 TOTAL OCCUPANTS

PHASE 3 - FELLOWSHIP HALL

PHASE 2 - CLASSROOMS

PHASE 4 - COVERED COURTYARD

PHASE 1 - SANCTUARY, OFFICES, CLASSROOMS & SITEWORK

LEVEL 2

PHASE 3 - FELLOWSHIP HALL

PHASE 2 - CLASSROOMS

PHASE 4 - COVERED COURTYARD

PHASE 1 - SANCTUARY, OFFICES, CLASSROOMS, & SITEWORK

LEVEL 1

PHASING DIAGRAM

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

OCCUPANT LOAD

UNITY BAPTIST CHURCH
545 MARION DRIVE

DIAGRAMS

SCALE : 1" = 20'-0"

0 10 20 40

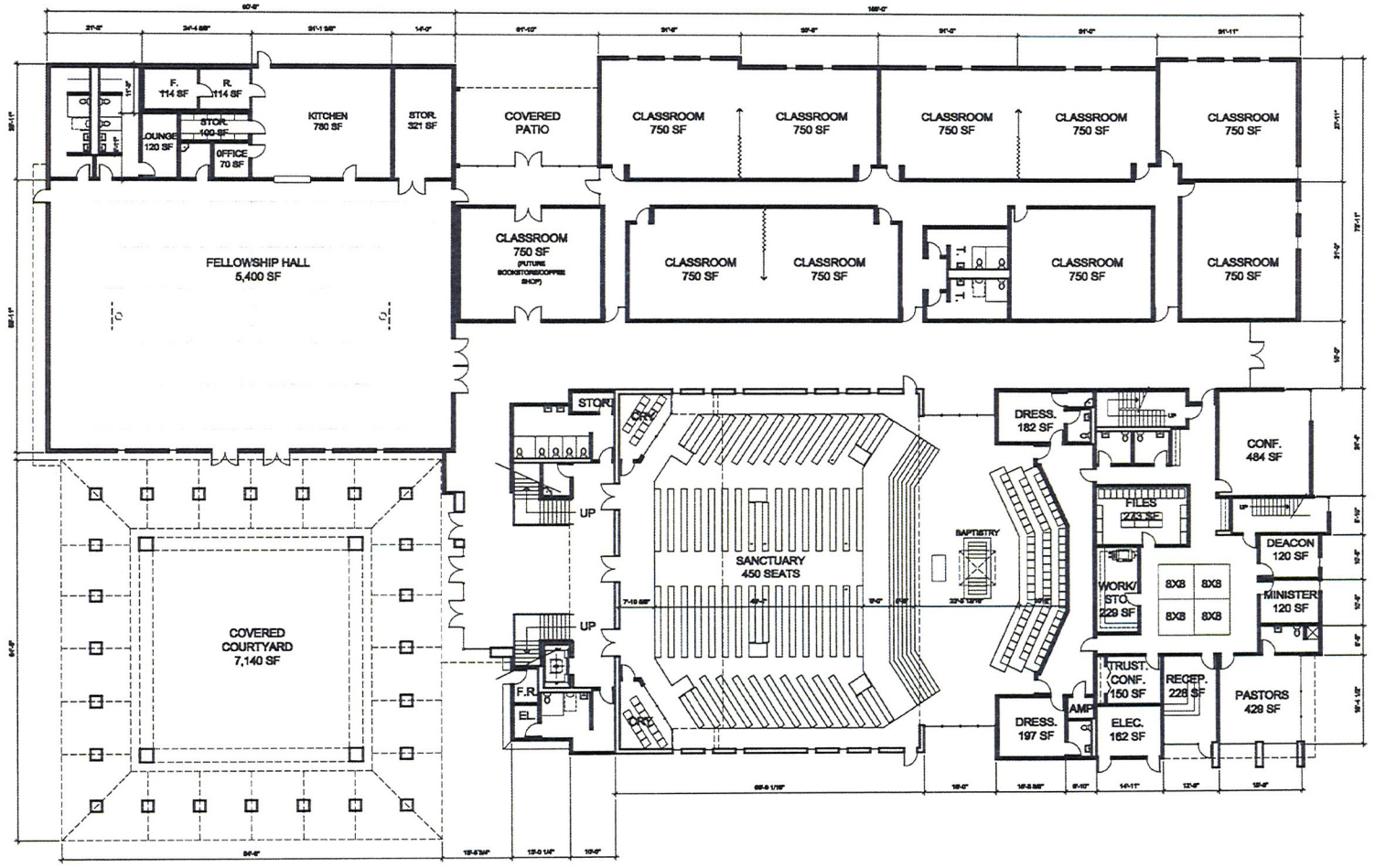
09-21-09

SHT A1.3

SDR-36124

SUP-36136
11/05/09 PC

RECEIVED
2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



FLOOR PLAN - 1st LEVEL

SCALE : 3/32"=1'-0"

SUP-36136
SDR-36124 11/05/09 PC

RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

0 4 8 16

09-21-09

SHT A1.1

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

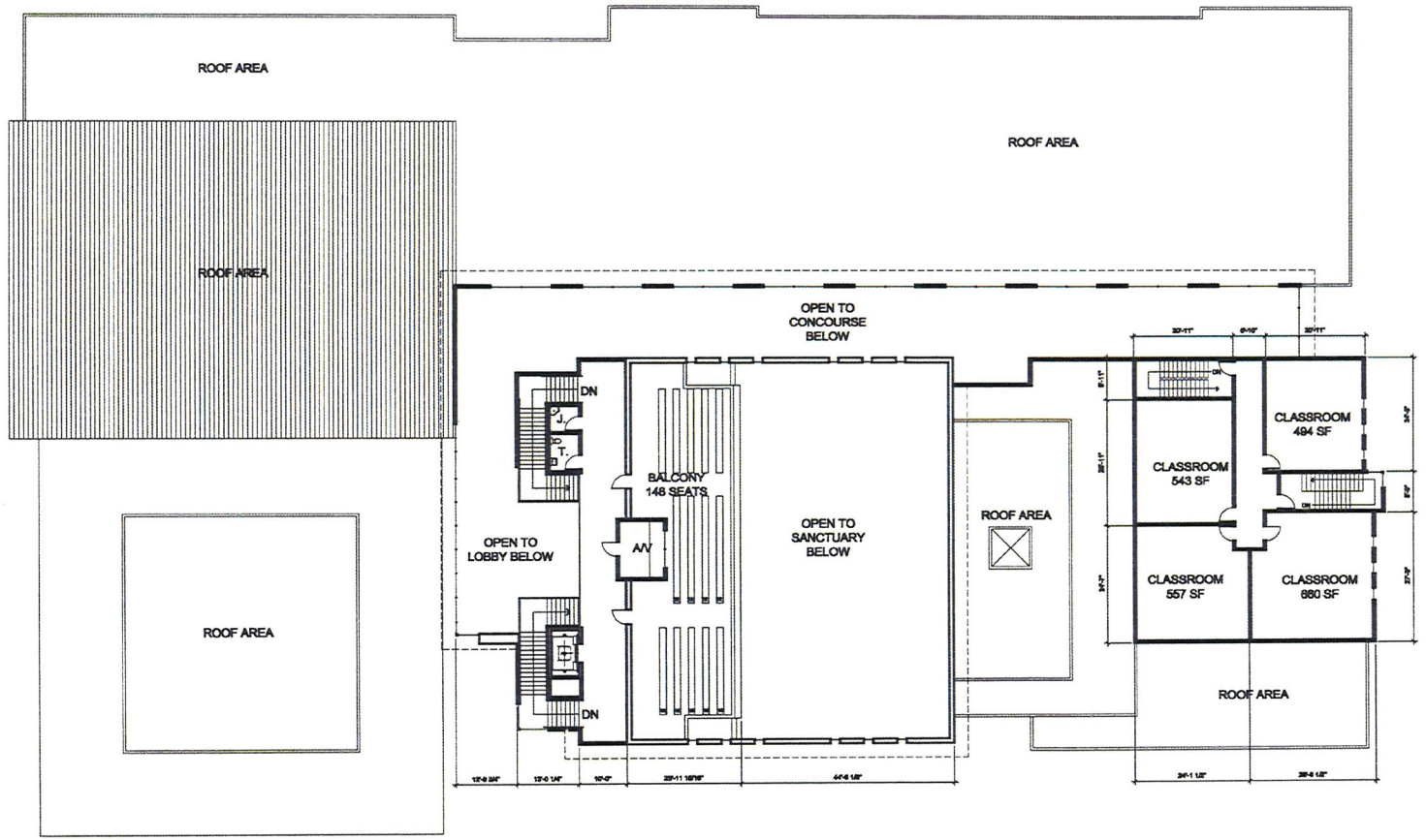
DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

FLOOR PLAN

UNITY BAPTIST CHURCH
545 MARION DRIVE

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020



DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

FLOOR PLAN

UNITY BAPTIST CHURCH
545 MARION DRIVE

FLOOR PLAN - 2nd LEVEL

SCALE : 3/32"=1'-0"

0 4 8 16

09-21-09

SHT A1.2

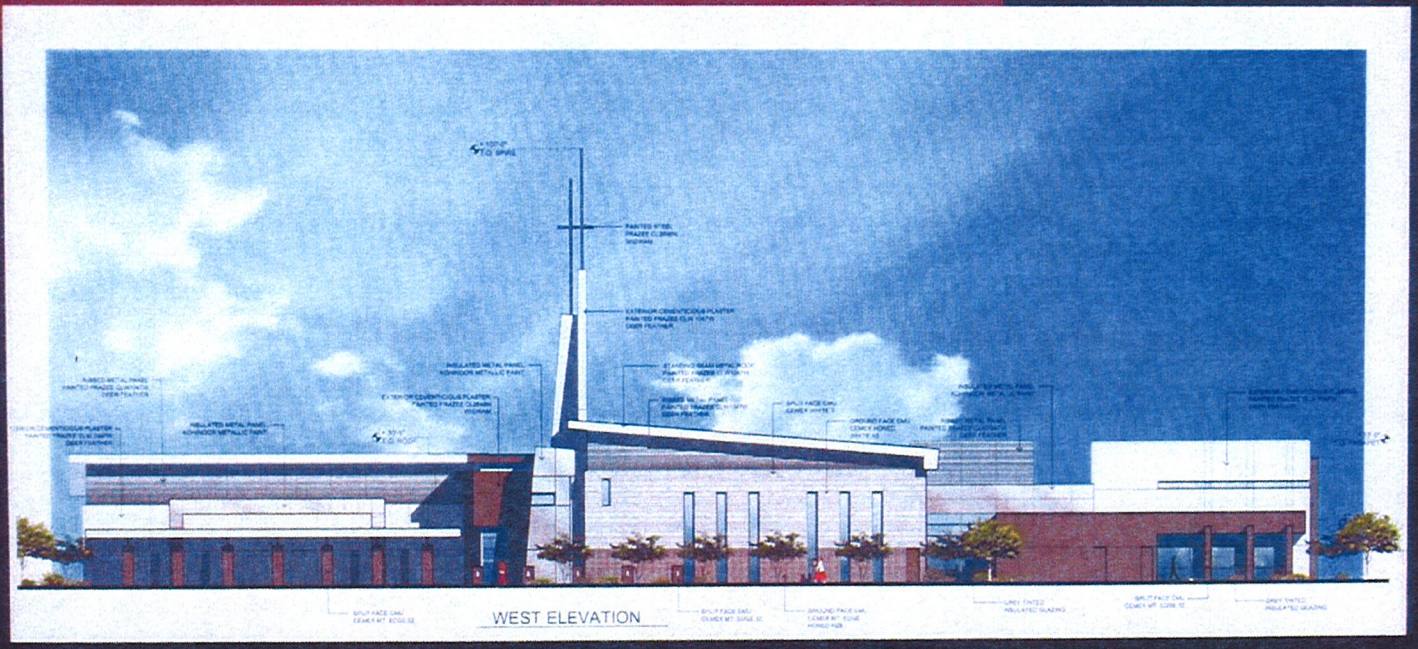
SUP-36136
SDR-36124 11/05/09 PC

RECEIVED
SEP 2 2 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

ethos three
ARCHITECTURE

COLOR / MATERIALS

UNITY BAPTIST CHURCH



FRAZEE
CL2646N
WIGWAM

FRAZEE
CLW1047W
DEER FEATHER

BUILDING COLORS

CEMEX WHITE
SPLIT FACE 3

CEMEX WHITE
HONED H3

CEMEX MT. EDGE
SPLIT FACE 32

CEMEX MT. EDGE
HONED H28

CONCRETE BLOCK

INSULATED
METAL PANEL

INSULATED
GLAZING

SUP-36136
SDR-36124 11/05/09 PC

RECEIVED
SEP 23 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36124 - APPLICANT/OWNER: UNITY BAPTIST CHURCH
545 MARION DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

ethos three
ARCHITECTURE

September 21, 2009

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: Justification Letter – Unity Baptist Church Expansion

Dear Planning Dept.,

We are requesting a Site Development Plan Review for the expansion of an existing religious facility located at 545 Marion Drive. The site is currently zoned RE. The site will require a Site Development Review, a Special Use Permit and a Waiver of Standards.

The expansion of the existing 250 seat sanctuary includes a new 600 seat sanctuary, fellowship hall, classrooms (religious education only) and administrative space. This use is permitted in a residential zone with an approved special use permit. This project is designed within the parameters set forth by Title 19.

- A Waiver of Perimeter Landscape and Buffer Standards to allow a 10 foot buffer along portions of the West buffer where 15 feet is required.

Sincerely,

John Lopeman, AIA

RECEIVED
OCT 07 2009

SUP-36136
SDR-36124
11/05/09 PC - REVISED

8965 S. Eastern Avenue, Suite 100 | Las Vegas, Nevada 89123 | P 702.456.1070 | F 702.456.7020

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

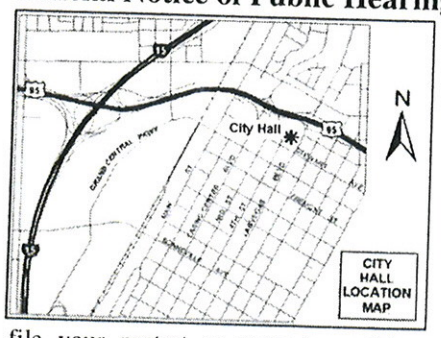
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 2[illegible] 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-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

Case: SUP-36136

14032610059
FIELDMAN RAY & RAY JR
4800 ALAMEDA AVE
LAS VEGAS NV 89110-3553

HAND811 89110

Submitted after final agenda

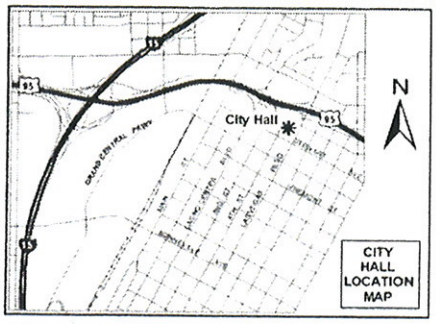
Date 10/29/09 Item 46P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36136

14032610058
FIELDMAN RAY JR
4804 ALAMEDA AVE
LAS VEGAS NV 89110-3553

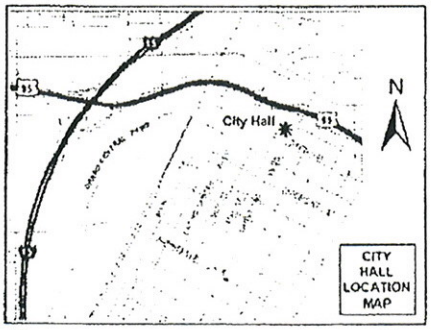
HAVOS11 89110

Submitted after final agenda

Date 10/29/09 Item 46P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-36136

14032111068
BROWN EVA JANE
4629 KATHLEEN CT
LAS VEGAS NV 89110-3474

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

Oct 29 09 05:59a BROWN

Submitted after final agenda

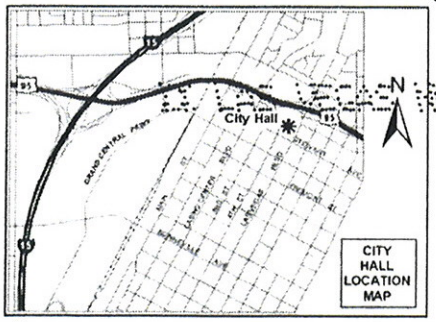
Date 10/29/09 Item 46A

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

Case: SUP-36136

14029801011
BONANZA SUNRISE L L C
9220 CATHWELL LN
TUJUNGA CA 91042-3321

HAVDS11 91042

Submitted after final agenda

Date 11/02/09 Item 46A

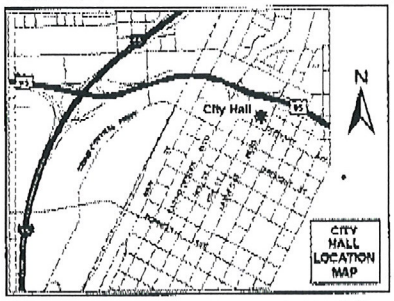
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-36136
14032512005
AMERSON FAMILY TRUST
2901 VISTA DEL SOL
LAS VEGAS NV 89120-3612

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36136 & SDR-36124

Planning Commission Meeting of 11/5/2009

HAYDELL 89120

45A

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

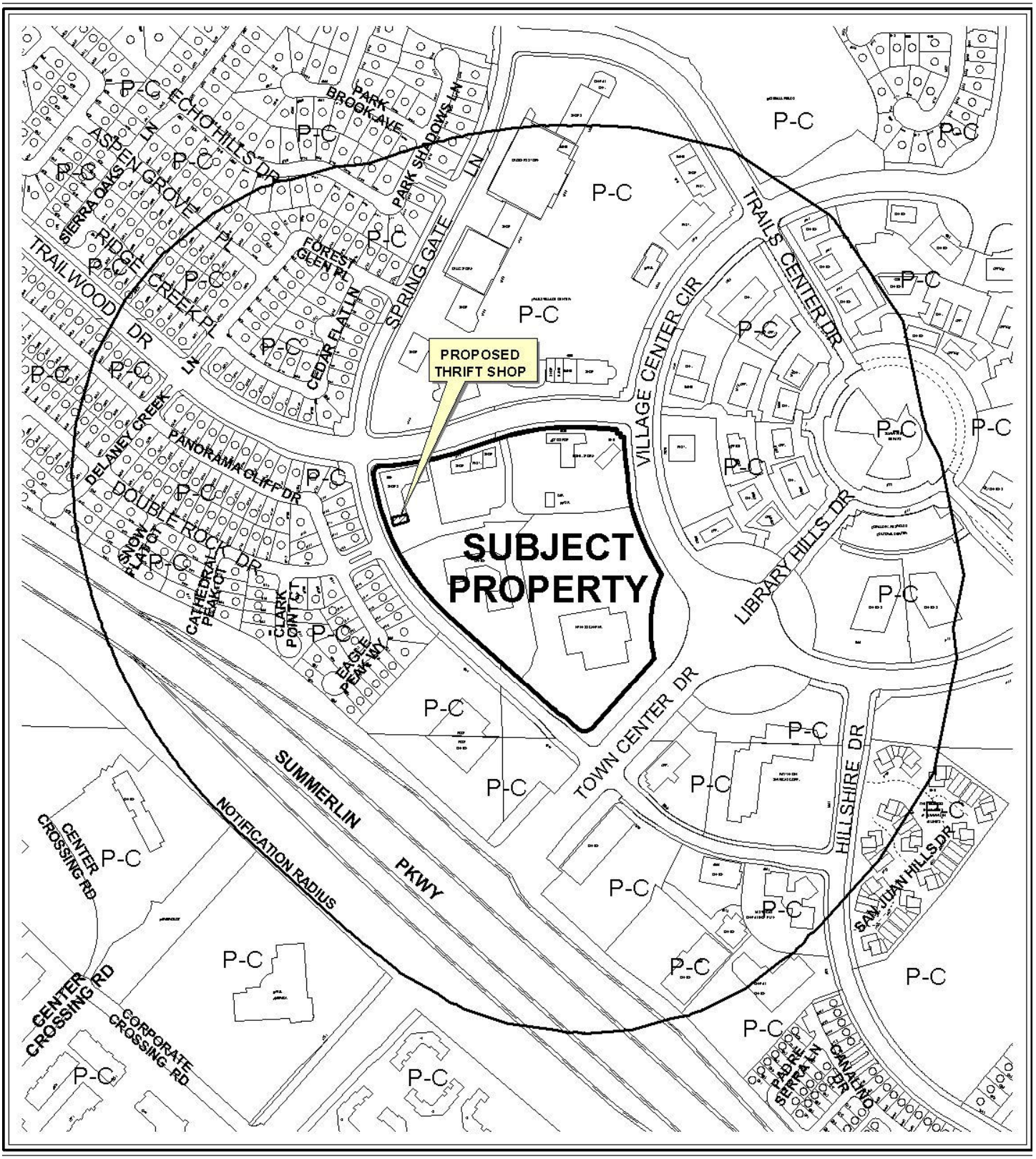
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35909 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SECOND CHANCES BOUTIQUE - OWNER: TRAILWOOD CENTER, LLC - Request for a Special Use Permit FOR A PROPOSED 1,549 SQUARE FOOT THRIFT SHOP at 9691 Trailwood Drive, Suite #101 (APN 138-19-420-004), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 24



0 400 800 Feet

CASE: **SUP-35909**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



0 400 800 Feet

CASE: **SUP-35909**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35909 - APPLICANT: SECOND CHANCES BOUTIQUE - OWNER: TRAILWOOD CENTER, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed 1,549 square-foot Thrift Shop use within an existing 12,901 square foot retail/office building at 9691 Trailwood Drive, Suite #101. The applicant has indicated that the project will not alter the square footage of the existing tenant space and will not modify the existing condition of the site. The proposed use is compatible with the surrounding area and meets the minimum Special Use Permit requirements for a Thrift Shop use, set forth by Title 19. Therefore, staff recommends approval of this request. If this application is denied, the proposed thrift shop use cannot be located within the subject tenant space, nor can a business license be obtained for this use at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
09/07/00	The Summerlin City Referral Group approved a Site Development Plan Review (SV-0015-00) for a proposed car wash, convenience store, and mini-lube for property located on the southwest corner of Village Center Circle and Trailwood Drive. Staff recommended approval.
10/04/00	City Council approved a Special Use Permit (U-0117-00) for gasoline sales in conjunction with a proposed convenience store at the southwest corner of the intersection of Trailwood Drive and Village Center Circle. Planning Commission and staff recommended approval.
10/04/00	City Council approved a Special Use Permit (U-118-00) for a full service car wash at the southwest corner of the intersection of Trailwood Drive and Village Center Circle. Planning Commission and staff recommended approval.
10/04/00	City Council approved a Special Use Permit (U-0119-00) for the sale of beer and wine for off-premise consumption in conjunction with a proposed 4,005 square foot convenience store on property located at the southwest corner of the intersection of Trailwood Drive and Village Center Circle. Planning Commission and staff recommended approval.
10/04/00	City Council approved a Special Use Permit (U-0120-00) for a proposed 1,966 square foot minor auto repair facility on property located at the southwest corner of the intersection of Trailwood Drive and Village Center Circle. Planning Commission and staff recommended approval.
05/02/01	The Summerlin City Referral Group approved a Site Development Plan Review (SV-0007-01) for a two-story, 58,078 square foot fitness club on property located on the southwest corner of Village Center Circle and Town Center Drive. Staff recommended approval.

06/13/01	The Summerlin City Referral Group approved a Site Development Plan Review (SV-0012-01) for a 17,559 square foot retail center located on the southeast corner of Trailwood Drive and Spring Gate Lane. Staff recommended approval.
11/12/03	The Summerlin City Referral Group approved a Site Development Plan Review (CRG-3292) for a 6,817 square foot Restaurant and Office Space, on property located at 9651 Trailwood Drive. Staff recommended approval.
09/29/04	The Summerlin City Referral Group approved a Site Development Plan Review (CRG-5226) for a 2-story, 43,594 square foot office building, located on Spring Gate Lane at Trailwood Drive. Staff recommended approval.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #24/gk).
Related Building Permits/Business Licenses	
11/17/02	A building permit (#520003) was issued for the shell building at 9691 Trailwood Drive.
04/01/03	A business license (B05-02888) was issued for a Nail Salon (General Personal Service) use at 9691 Trailwood Drive, Suite #104. The license is currently active.
07/07/06	A business license (P05-96544) was issued for a pet grooming use at 9691 Trailwood Drive, Suite #102. The license is currently active.
08/01/07	A business license (R23-00305) was issued for a scuba instructional establishment at 9691 Trailwood Drive, Suite #106. The license was marked out of business on 10/21/08.
11/05/07	A business license (M14-00093) was issued for a women's fitness center at 9691 Trailwood Drive, Suite #107. The license is currently active.
11/28/07	A business license (B08-96959) was issued for a beauty/cosmetics sales use at 9691 Trailwood Drive, Suite #103. The license was marked out of business on 05/29/08.
11/28/07	A business license (B05-96956) was issued for a cosmetology establishment at 9691 Trailwood Drive, Suite #103. The license was marked out of business on 05/29/08.
01/15/08	A business license (M11-96957) was issued for a massage establishment ancillary use at 9691 Trailwood Drive, Suite #103. The license was marked out of business on 05/29/08.
07/16/08	A business license (C07-02990) was issued for a clothing store establishment at 9691 Trailwood Drive, Suite #108. The license was marked out of business on 06/10/09.
Pre-Application Meeting	
03/26/09	The Planning & Development Department met with the applicant and reviewed the requirements for a Special Use Permit application.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
09/17/09	Staff conducted a field inspection and noted a well maintained retail/office building.

Details of Application Request	
Site Area	
Net Acres	1.52

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Retail and Office	VC (Village Center)	P-C (Planned Community)
North	Shopping Center	VC (Village Center)	P-C (Planned Community)
South	Post Office and Offices	VC (Village Center)	P-C (Planned Community)
East	Restaurant	VC (Village Center)	P-C (Planned Community)
West	Single Family Residences	SF3 (Single Family Residential)	P-C Planned Community)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Summerlin	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	*Required*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Thrift shop	1,549 SF	1:250	7				
General Retail	2,924 SF	1:175	17				
General Personal Service (Nail Salon)	12 Chairs	2 spaces per chair	24				

Martial Arts Studio	2 Staff Members & 15 students	1 space per staff member & one space per 10 students	4				
General Personal Service (Fitness Center)	1,209 SF	1:250	5				
Sub Total			58	3	59	3	
TOTAL			61		62		Y

ANALYSIS

The applicant is proposing to establish a Thrift shop use within an existing 12,901 square foot retail/office building. The proposed use will locate within an existing 1,549 square foot suite. The applicant is proposing to buy and sell gently used women's clothing and accessories, which is consistent with the Thrift shop use defined in the Summerlin Development Standards. The subject site is capable of accommodating a variety of uses. The addition of a Thrift Shop within this center is compatible with the existing and future land uses, and all on-site parking requirements have been met for the proposed use. Therefore, staff recommends approval.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed land use is compatible with the VC (Village Center) Summerlin land use designation and is located within an existing retail/office building. The use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Thrift Shop use will be in conjunction within an existing retail/office building, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Trailwood Drive, a 70-foot Right-of-Way. The street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit will not compromise public health, safety, or welfare, as the proposed Thrift Shop use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   There are no applicable conditions per the Summerlin Development Standards for this use.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 318 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-35909 APN: 138-19-420-004

Name of Property Owner: Ed Yates

Name of Applicant: Nicole Sorrentino

Name of Representative: Brian Sorrentino

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: _____

X Signature of Property Owner: _____

Print Name: EDWIN YATES

RECEIVED
SEP 08 2009

Subscribed and sworn before me

This 28th day of August, 2009

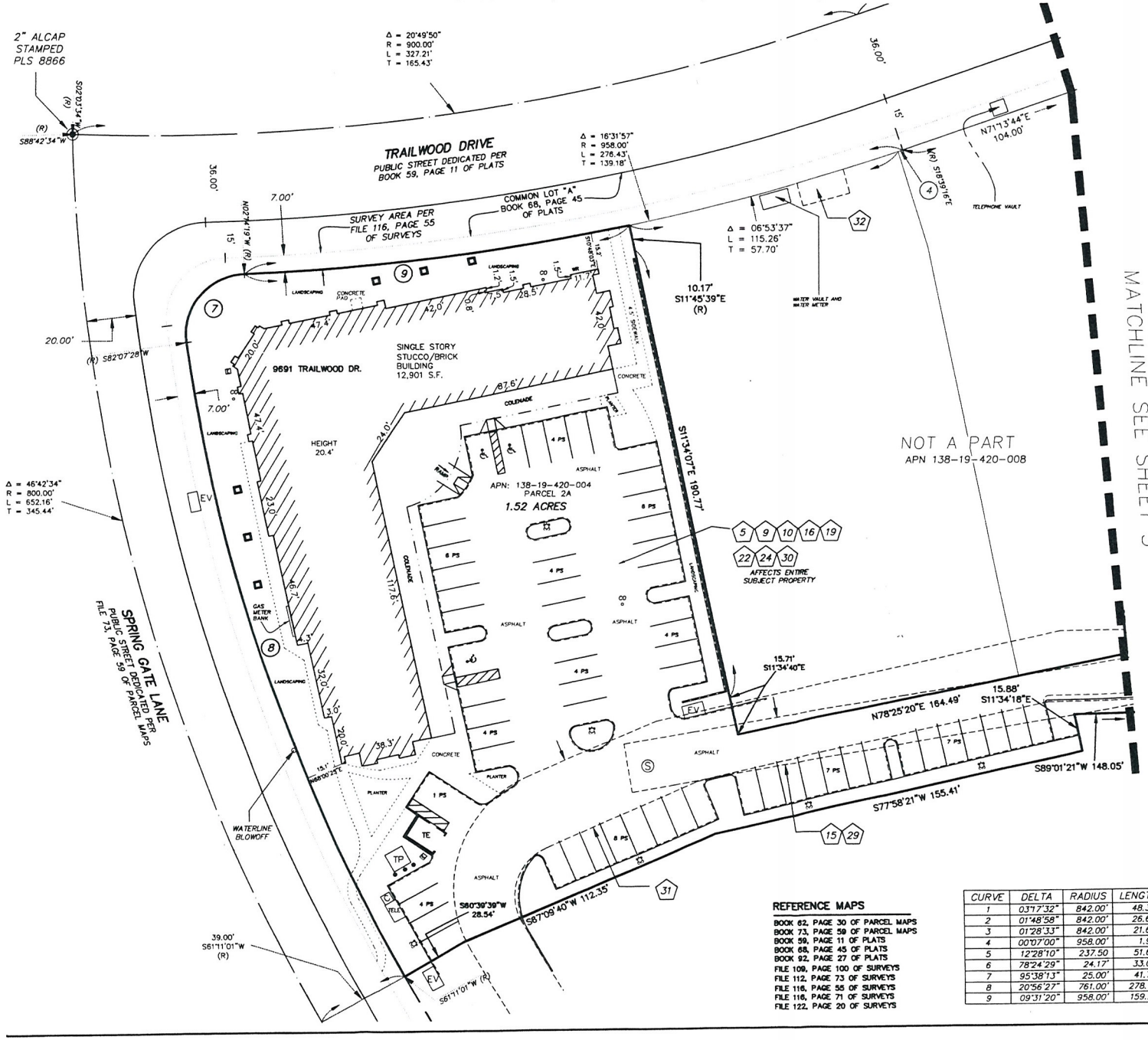
_____
Notary Public in and for said County and State

LISA STUDER
Notary Public, State of Nevada
Appointment No. 07-2359-1
My Appt. Expires Apr 12, 2011

Revised 11-14-06

ALTA/ACSM LAND TITLE SURVEY

LYING WITHIN THE SOUTH HALF (S 1/2)
OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.



REFERENCE MAPS

BOOK 62, PAGE 30 OF PARCEL MAPS
BOOK 73, PAGE 59 OF PARCEL MAPS
BOOK 59, PAGE 11 OF PLATS
BOOK 68, PAGE 45 OF PLATS
BOOK 92, PAGE 27 OF PLATS
FILE 109, PAGE 100 OF SURVEYS
FILE 112, PAGE 73 OF SURVEYS
FILE 116, PAGE 55 OF SURVEYS
FILE 116, PAGE 71 OF SURVEYS
FILE 122, PAGE 20 OF SURVEYS

CURVE	DELTA	RADIUS	LENGTH	TANGENT
1	03°17'32"	842.00'	48.38'	24.20'
2	01°48'58"	842.00'	26.69'	13.35'
3	01°28'33"	842.00'	21.69'	10.85'
4	00°07'00"	958.00'	1.95'	0.98'
5	12°28'10"	237.50	51.69'	25.95'
6	78°24'29"	24.17'	33.08'	19.72'
7	95°38'13"	25.00'	41.73'	27.59'
8	20°56'27"	761.00'	278.13'	140.64'
9	09°31'20"	958.00'	159.21'	79.79'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

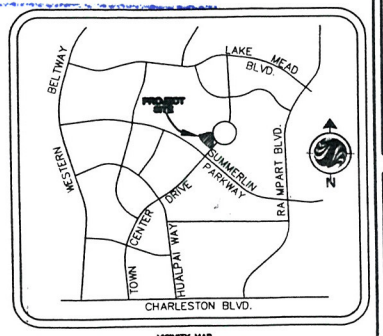
LEGEND

- BUILDING
- SUBJECT PROPERTY BOUNDARY LINE
- BACK OF CURB LINE
- CURB AND GUTTER
- BLOCK WALL
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PARKING STRIP
- EDGE OF CONCRETE
- EASEMENT LINE
- ASSESSOR'S PARCEL LINE
- ROOF LINE
- P-O/H — OVERHEAD POWERLINE
- BUILDING SETBACK LINE
- SUBDIVISION LINES OF RECORD
- PARCEL LINE - REMAINDER OF PARCEL
- OVERHANG/CANOPY
- FOUND MONUMENT AS DESCRIBED
- CURVE NUMBER
- LINE NUMBER
- TITLE REPORT EXCEPTION NUMBER
- WATER VALVE
- POWER POLE
- HANDICAP PARKING SPACE
- HANDICAP ACCESS RAMP
- SANITARY SEWER MANHOLE
- ELECTRICAL PULL BOX
- NATURAL GAS METER
- WATER METER
- CABLE PULL BOX
- TELEPHONE BOX
- FIRE HYDRANT
- AREA LIGHT
- BALLARD
- STREET LIGHT
- CO — SEWER CLEANOUT
- TE — TRASH ENCLOSURE
- WR — WATER RISER
- WV — WATER VAULT
- EV — ELECTRICAL VAULT
- TP — ELECTRICAL TRANSFORMER PAD
- S.F. — SQUARE FEET
- APN — ASSESSOR'S PARCEL NUMBER
- PS — PARKING SPACE
- PILLER

RECEIVED
SEP 08 2009

PARKING TABULATION (PARCEL IIA)

REGULAR SPACES	59
HANDICAP SPACES	3
TOTAL SPACES	62



VICINITY MAP
NOT TO SCALE

DATE: 9/14/2009
DRAWN BY: BB

Stantec Consulting Inc.
7251 W. Charleston Blvd.

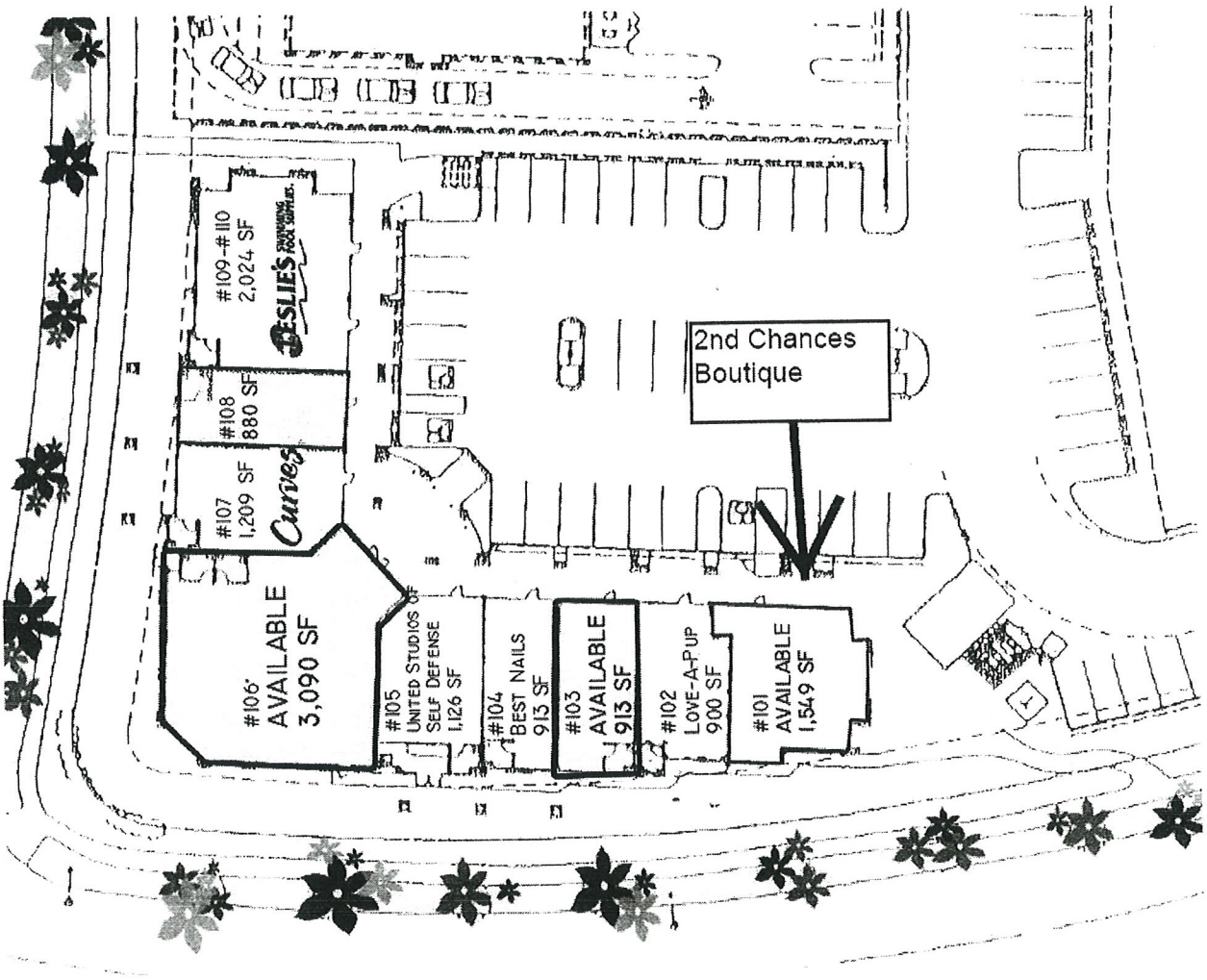
TRAILWOOD CENTER LLC

ALTA/ACSM LAND TITLE SURVEY

SHEET

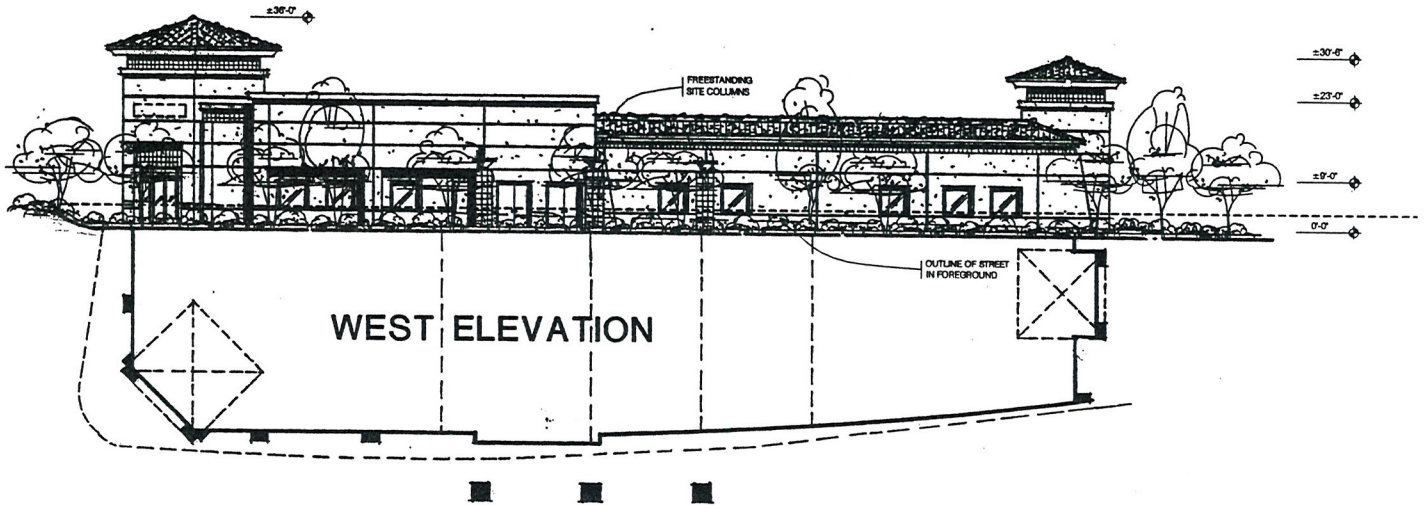
SUP-35909
10/22/09 PC

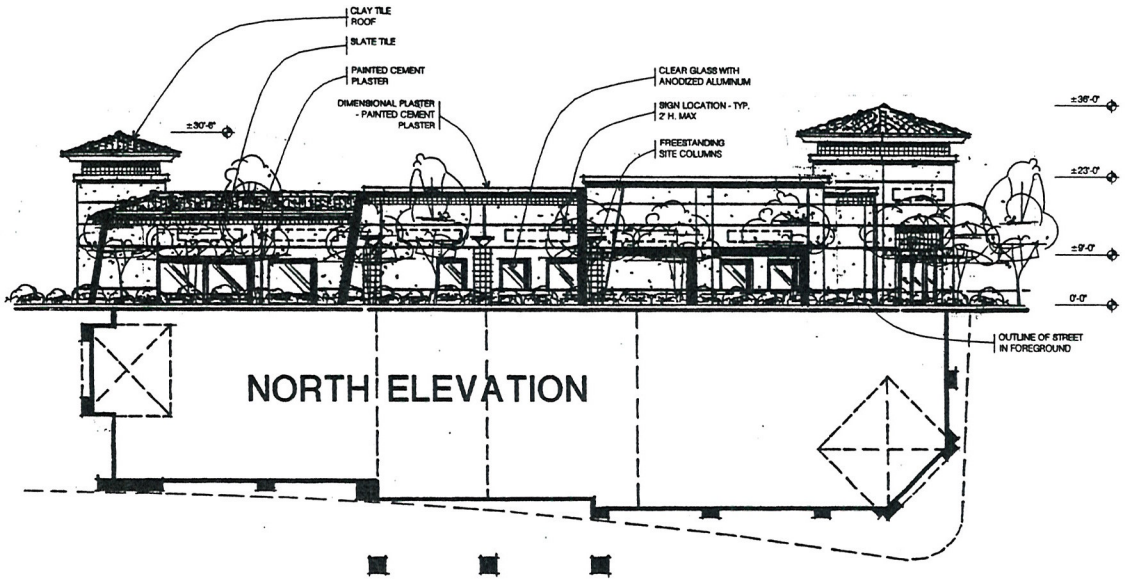
EXHIBIT "A"
SITE PLAN



RECEIVED
SEP 08 2009

SUP-35909
10/22/09 PC





RECEIVED
SEP 0 8 2009

SCALE:3/32"=1'-0"

ELEVATIONS

A-4

ELEVATION-B(24x36) 03-28-01 Y0505

LEE & SAKAHARA ARCHITECTS AIA
ARCHITECTURE PLANNING INTERIORS
6280 S. Valley View Blvd., Suite 116, Las Vegas, NV 89118
TEL: (702) 270-6600 FAX: (702) 270-6643
www.leesak.com E-MAIL: leesak@leesakv.com

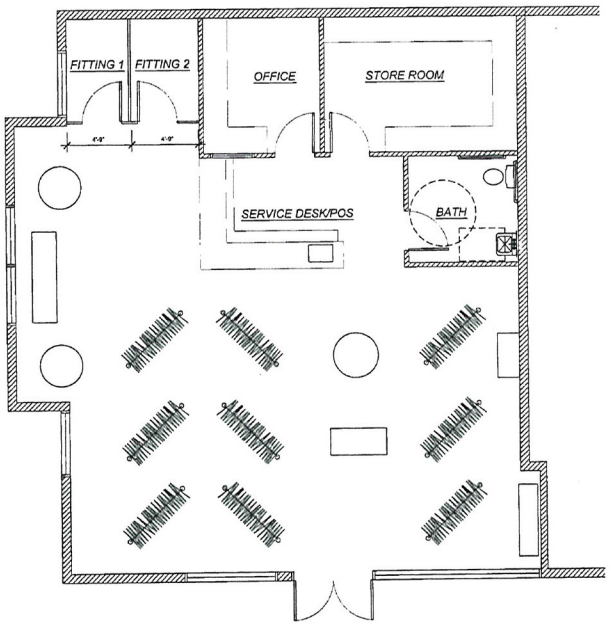
SUMMIT CENTRE AT TRAILS

LAS VEGAS, NEVADA

RETAIL BUILDING

SUP-35909

10/22/09 PC

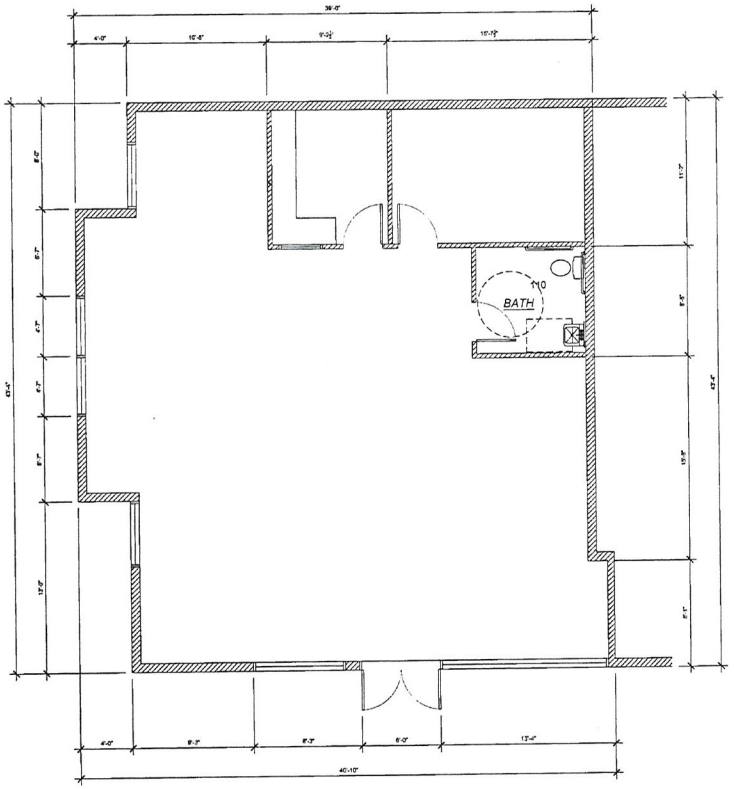


PROPOSED FLOOR PLAN

SCALE: 1/4"=1'0

0 6" 1' 3' 6' 10'

1529 SQUARE FEET



EXISTING FLOOR PLAN

SCALE: 1/4"=1'0

0 6" 1' 3' 6' 10'

1529 SQUARE FEET

RECEIVED

SEP 0 8 2009

SUP-35909

10/22/09 PC

Second Chanc es

A Consignment Boutique

THESE PLANS ARE PREPARED AND SUBMITTED AS AN EXEMPTION TO NRS 624.330 FOR WORK PREFORMED UNDER A CONTRACTORS LICENSE HELD BY AN AUTHORIZED REPRESENTATIVE OF COMPANY: WESTERN UC CONTRACTORS, LLC

PROPOSED/DEMO FLOOR PLAN

VILLAGE CENTER

9691 TRAILWOOD CENTER, SUITE 101

LAS VEGAS, NEVADA 89134

NO.	REVISIONS DESCRIPTION	DATE
1		00.00.09
2		00.00.09
3		00.00.09
4		00.00.09
5		00.00.09
6		00.00.09

PROJECT #: 123456

DRAWN BY: cad

CHECKED BY: pm

PLOT DATE: 03/05/09

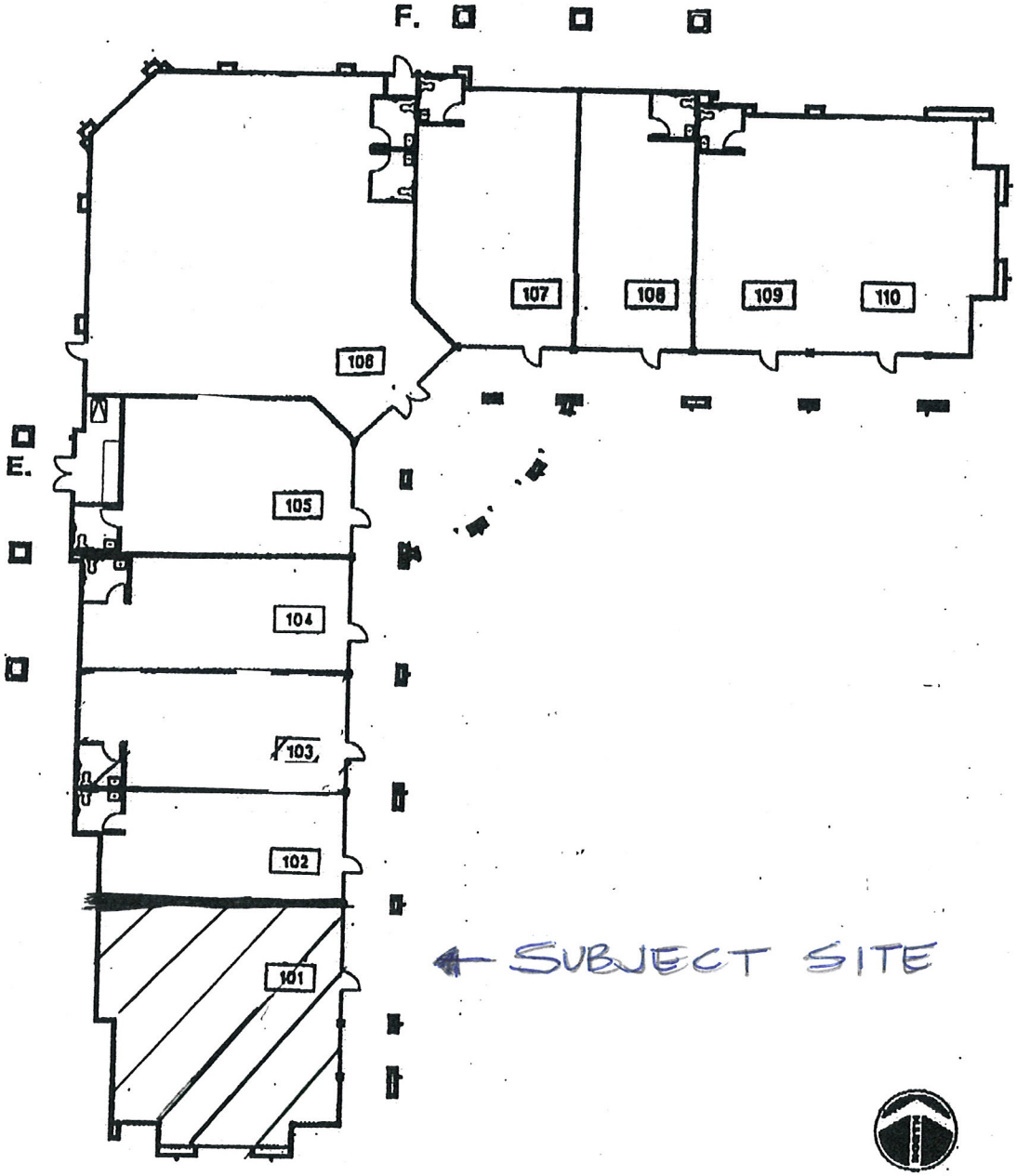
SCALE: NOTED

SHEET:

A0.10

EXHIBIT A-2

FLOOR PLAN



RECEIVED

SEP 0 8 2009

SUP-35909

10/22/09 PC

Deleted: 421



SUP-35909 - APPLICANT: SECOND CHANCES BOUTIQUE - OWNER: TRAILWOOD CENTER, LLC
9691 TRAILWOOD DRIVE, SUITE #101
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Justification Letter
Second Chances, a women's designer clothing consignment store.

Second Chances is requesting to open a high end women's consignment boutique in Summerlin. The store will consist of women's name brand clothing & accessories that will be nearly new and or new for sale. The intended use of the property is to be a neat, clean, organized way to shop for high end consignment women's clothing. This project meets the criteria of the city policy of an so called "Thrift boutique" . Although the store will reflect a very upscale twist of neat merchandising, clean designer lines of fixtures and elegant window displays, the word "Thrift" does it no justice.

Second Chances will provide the mulit-purpose woman with all her designer clothing needs, in consigning and purchasing new and or gently used items. Each client will be able to learn more about their wardrobe and how they can change it for the better without the guilt of over spending at high priced department stores. Second Chances will provide the Las Vegas Valley with innovative ways to make the most of your wardrobe at a fraction of the price.

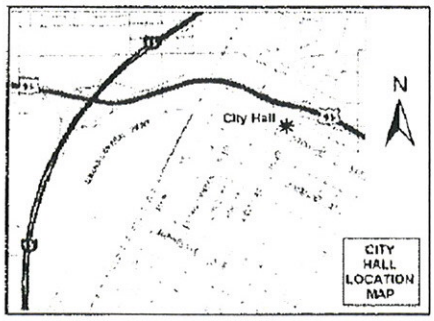
Second Chances will work with many of the local charities, as well as the local merchants association, and local publications to generate Public Relations to generate shopping in the local neighborhoods & surrounding villages in Summerlin, Henderson and North Las Vegas areas.

RECEIVED
SEP 0 3 2009
SUP-35909
10/22/09 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35909

Planning Commission Meeting of 11/05/2009

Case: SUP-35909
13819413041
E & A TRUST
3592 COVENTRY GARDENS DR
LAS VEGAS NV 89135-2894

HAVDS11 89135

Submitted after final agenda

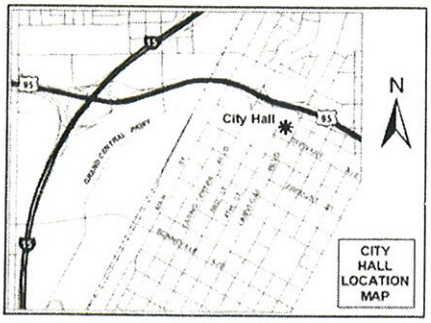
Date 11/02/09 Item 24P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35909

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

10-29-09

Case: SUP-35909
13830515021
CURRAN WILLIAM P & JEAN S
2208 SCARLET ROSE DR
LAS VEGAS NV 89134-5905

HAVDS11 89134

Submitted after final agenda

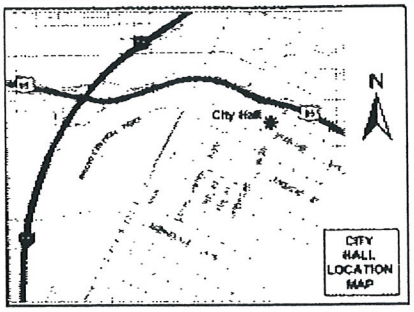
Date 11/02/09 Item 24 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35909
Planning Commission Meeting of 10/22/2009

Case: SUP-35909
13830515046
FANKUCHEN FAMILY TRUST
1405 SAN JUAN HILLS DR #102
LAS VEGAS NV 89134-6390

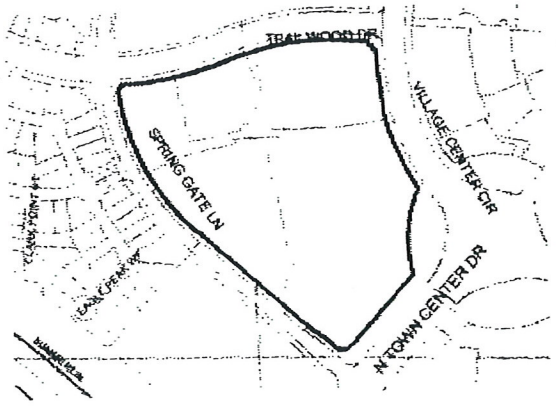
HAVDS11 89134

Application Information

SUP-35909 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SECOND CHANCES BOUTIQUE - OWNER: TRAILWOOD CENTER, LLC - Request for a Special Use Permit FOR A PROPOSED 1,549 SQUARE FOOT THRIFT SHOP at 9691 Trailwood Drive, Suite #101 (APN 138-19-420-004), P-C (Planned Community) Zone, Ward 2 (Wolfson)

This is an upscale residential community & we feel that this type of facility would reduce the resale value of our property. The shopping center in question is very pleasant to walk around & browse. This type of store would not add to the "Summerlin Ambience".

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***October 22, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

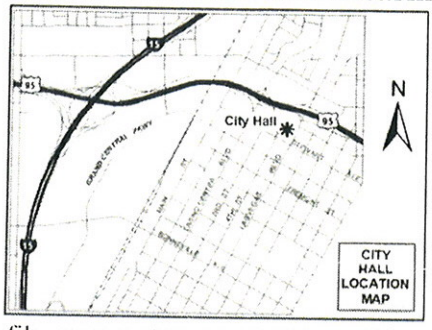
24P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35909

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: SUP-35909
13830515025
VITTORIO SOLLY R & VALERIE A K
1550 SAN JUAN HILLS DR #101
LAS VEGAS NV 89134-6395

WE DONT NEED A THRIFT SHOP IN OUR COMMUNITY
HAVOS11 89134

Submitted after final agenda

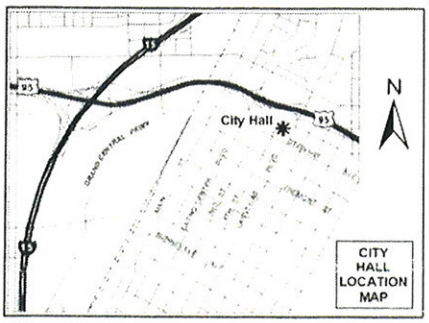
Date 10/29/09 Item 24 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35909
Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: SUP-35909
13819313007
OZMON ROBERT
1821 CEDAR FLAT LN
LAS VEGAS NV 89134-6603

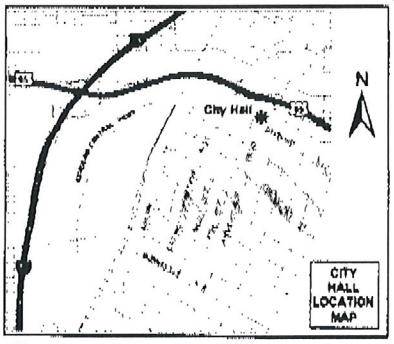
HAVDS11 89134

Submitted after final agenda
Date 10/29/09 Item 24A

City of Las Vegas
Planning & Development Department

Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35909

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 26 2009

Case: SUP-35909

13819415031
MALONE 1986 TRUST
3663 WAYNESVILL ST
LAS VEGAS NV 89122-4112

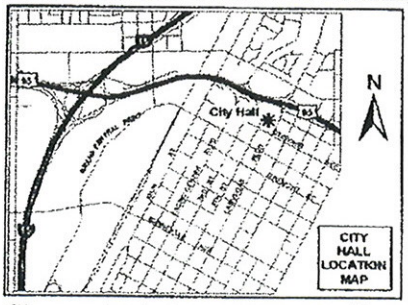
24A

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35909

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

Case: SUP-35909
13820413017
TOURNAMENT PLAYERS CLUB
1700 VILLAGE CENTER CIR
LAS VEGAS NV 89134-6302

HAVOS11 89134

Submitted after final agenda

Date 11/02/09 Item 24A

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

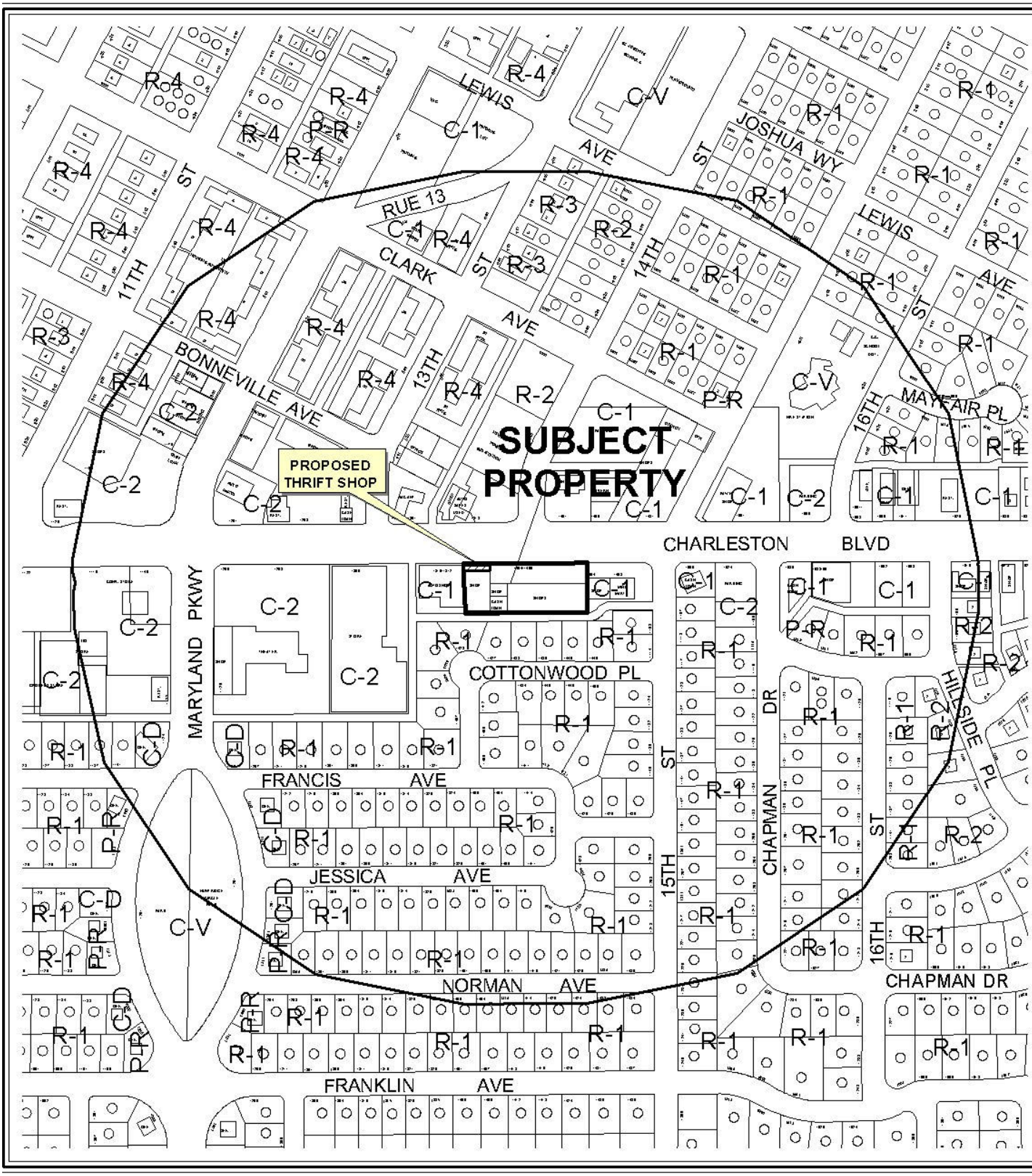
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36072 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FRANCISCO LUJAN - OWNER: HIMIDIAN NERCES SARKIS LIVING TRUST - Request for a Special Use Permit FOR A PROPOSED 988 SQUARE-FOOT THRIFTSHOP at 1412 East Charleston Boulevard (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**7**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 43



0 300 600 Feet

CASE: **SUP-36072**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-36072**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36072 - APPLICANT: FRANCISCO LUJAN - OWNER: HIMIDIAN NERCES SARKIS LIVING TRUST

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. There shall be an administrative review one year after the issuance of a business license.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The hours of operation shall be from 9 am to 6 pm daily.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed 988 square-foot Thriftshop use within an existing 15,300 square-foot retail/office building at 1412 East Charleston Boulevard. The applicant has indicated that the project will not alter the square footage of the existing tenant space and will not modify the existing condition of the site. The proposed use is compatible with adjacent surrounding uses and meets the minimum Special Use Permit requirements for a Thriftshop use, set forth by Title 19.04. Therefore, staff recommends approval of this request. If this application is denied, the proposed Thriftshop use cannot be located within the subject tenant space, nor can a business license be obtained for the use at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
03/17/96	A deed was recorded for a change in ownership at 1412 East Charleston Boulevard.
04/21/04	City Council approved a Special Use Permit (SUP-3747) for a Financial Institution, Specified at 1426 East Charleston Boulevard. Planning Commission and staff recommended denial.
10/20/04	City Council approved a six month Required Review (RQR-5234) for a Special Use Permit (SUP-3747) for a Financial Institution, Specified at 1426 East Charleston Boulevard. Staff recommended approval.
01/07/09	City Council approved a Special Use Permit (SUP-31303) for a Bailbond establishment at 1440 East Charleston Boulevard. Planning Commission and staff recommended approval.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #43/gk).
Related Building Permits/Business Licenses	
05/15/91	A business license (M09-00016) was issued for General Retail Store (Less than 3,500 Square Feet) at 1412 East Charleston Boulevard. This license was marked out of business on 01/30/07.
05/30/05	A business license (Q13-00874) was issued for an Office, Other than Listed at 1412 East Charleston Boulevard. The license was marked out of business on 02/07/07.
12/01/05	A business license (M18-92070) was issued for an Office, Other than Listed at 1412 East Charleston Boulevard. The license was marked out of business on 01/30/07.
04/10/07	A business license (B20-01206) was issued for an Office, Other than Listed at 1412 East Charleston Boulevard. This license was marked out of business on 07/16/09.

Pre-Application Meeting	
09/11/09	The Planning & Development Department met with the applicant and reviewed the requirements for a Special Use Permit application.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	
Field Check	
10/01/09	Staff conducted a field inspection and noted a well maintained retail/office building.

Details of Application Request	
Site Area	
Net Acres	0.91

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Retail & Office Building	C (Commercial)	C-1 (Limited Commercial)
North	Retail Building	C (Commercial)	C-1 (Limited Commercial)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail & Office Building	C (Commercial)	C-1 (Limited Commercial)
West	Auto Repair Garage, Minor	C (Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Thriftshop	988 SF	1:250 SF	4				
Bail Bond Service	992 SF	1:300 SF	4				
Psychic Arts	1,250 SF	1:250 SF	5				
Financial Institution, Specified	900 SF	1:250 SF	4				
Restaurant (without Drive Through)	2,200 SF	1:50 SF of seating area and 1:200 SF of Gross Floor Area	29				
General Retail Store, Other than Listed (Less than 3,500 Square Feet)	8,970 SF	1:175 Gross Floor Area	53				
Sub Total	15,300 SF		95	4	41	1	Y*
Total	15,300 SF		99		41		Y*

** The subject retail/office building was constructed in 1964 and meets the Title 19.10.010 (c) Standard to be considered a Parking Impaired Development.*

Previous Parking Requirement				
	Gross Floor Area or Number of Units		***Required***	***Provided***
			Parking	Parking
Use		***Parking Ratio***	Regular	Regular
Office, Other than Listed	988 SF	1:300 SF	4	4
Proposed Parking Requirement				
Thriftshop	988 SF	1:250 SF	4	4

ANALYSIS

The applicant is proposing to establish a Thriftshop use within an existing 15,300 square-foot retail/office building. The proposed use will locate within an existing 988 square-foot suite. The applicant is proposing to buy and sell gently used clothing and accessories, which is consistent with the Thriftshop use defined in Title 19.04.

The subject retail/office building was constructed in 1964 and is considered to be a Parking Impaired development per Title 19.10.010(C). The previous use at 1412 East Charleston Boulevard was an Office, Other than Listed, which required four parking spaces. The proposed Thriftshop use requires one space per 250 square feet of gross floor area, or four parking spaces. As the proposed Thriftshop use requires the same number of parking spaces as the previous use, no parking variance is required. The addition of a Thrift Shop within this retail/office building is compatible with the existing and future land uses; therefore, staff recommends approval.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed land use is compatible with the C (Commercial) General Plan designation and is located within an existing retail/office building. The use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Thriftshop use will be in conjunction within an existing retail/office building, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is accessed by Charleston Boulevard, which is designated as a 100-Foot Primary Arterial by the Master Plan of Streets and Highways. The street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Thriftshop use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Thriftshop use complies with the conditions per Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 271 by City Clerk

APPROVALS 3

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36072 APN: _____

Name of Property Owner: Nerces Sarkis Himidian

Name of Applicant: FRANCISCO R. LUZAN

Name of Representative: FRANCISCO R. LUZAN

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: NERCES S. HIMIDIAN

Subscribed and sworn before me

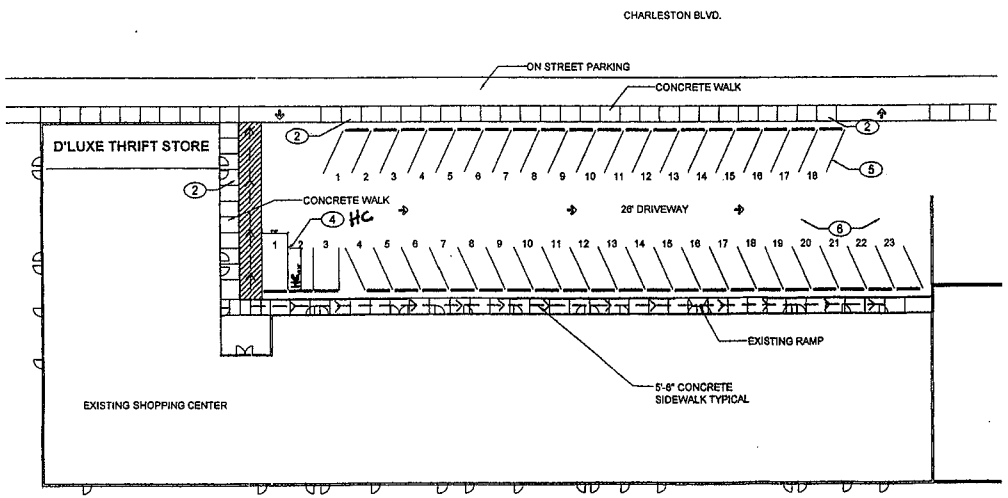
This 14th day of September, 2009

Dominador P. Tagacay Jr.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOMINADOR P. TAGACAY JR.
No: 04-91683-1
My Appointment Expires Sept. 15, 2012

RECEIVED
SEP 17 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



OVERALL SITE PLAN

SCALE:1" = 20'-0"

NORTH

SITE KEYNOTES

1. NOT USED
2. (E) CONCRETE WALK.
3. NOT USED
4. (E) HANDICAPPED VAN PARKING STALL 9'X19'.
5. (E) PARKING STALL 9'X18'(TYPICAL) 4" STRIP.
6. (E) ASPHALT PAVING.

(E) HANDICAPPED ACCESSIBLE PATH

(E) ACCESSIBLE ROUTE FOR BLDG EXITS TO PUBLIC WAY

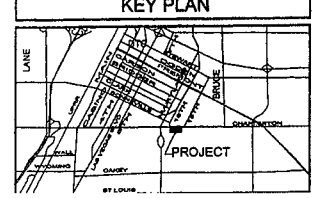
BUILDING SIZE - 15,300 SF

LOT SIZE - 40,300 SF

SUP-36072
REVISED
11/05/09 PC

SEP 25 2009

KEY PLAN



© Melvin Green Architect, Ltd. 2004

REVISIONS	BY

MELVIN D. GREEN REGISTERED 2249 ARCHITECT STATE OF NEVADA
AUG 30, 2004

MGA Melvin Green Architect, Ltd.
ARCHITECTURE - COMMERCIAL - RESIDENTIAL
2305 W. Spring Mountain Rd. Suite 92 • Las Vegas, NV 89102 • (702) 362-8874

All reports, plans, specifications, computer files, field data, and other documents and instruments prepared by the Architect, as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reproduction, publication or re-use by any method in whole or in part is prohibited.

PROJECT: LAFAYETTE SQUARE
D'LUXE THRIFT STORE
1412 E. CHARLESTON BLVD.
LAS VEGAS, NEVADA

SHEET TITLE: OVERALL SITE PLAN

DATE: 08-30-04
SCALE: AS INDICATED
DRAWN: MG/RB
JOB NO: 2004-0431

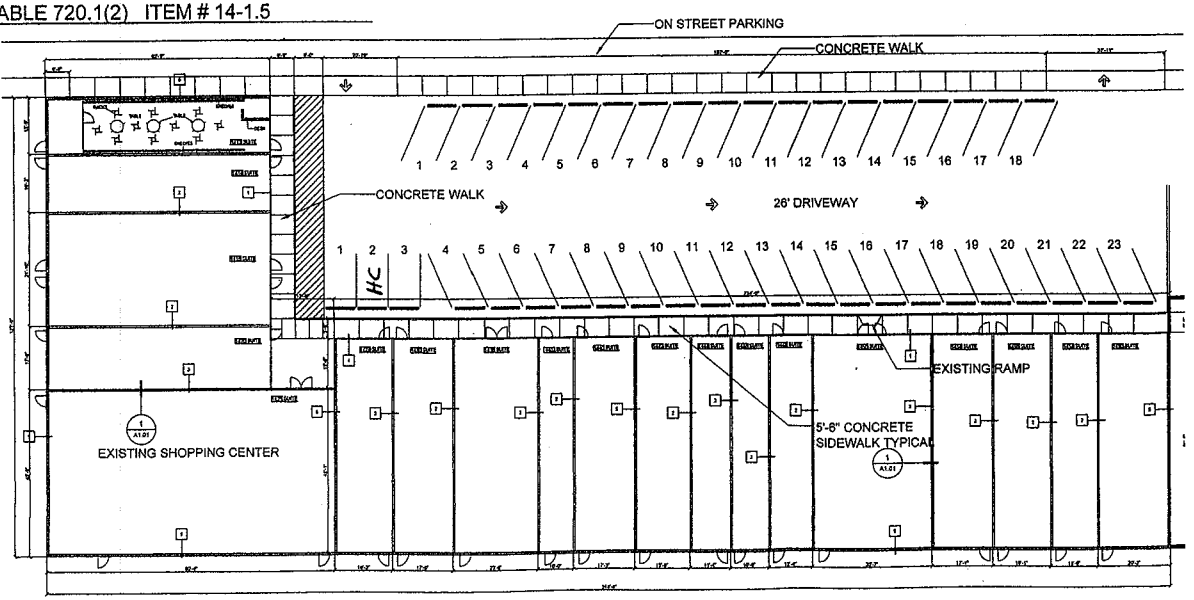
SHEET
AS1.01

TABLE 720.1(2)—Continued
RATED FIRE-RESISTANCE PERIODS FOR VARIOUS WALLS AND PARTITIONS [a,g,p]

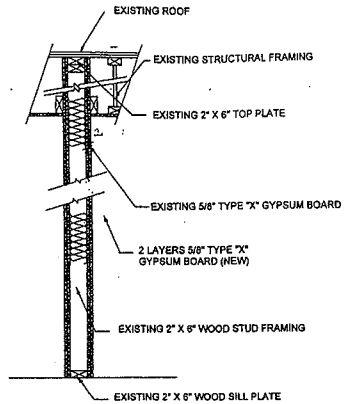
MATERIAL	ITEM NUMBER	CONSTRUCTION	MINIMUM FINISHED THICKNESS FACE-TO-FACE[b] (inches) 4 hour	3 hour	2 hour	1 hour
14. Wood studs—interior partition with gypsum wallboard each side	14-1.1[k,m]	2" x 4" wood studs 16" on center with two layers of 5/8" regular gypsum wallboard[e] each side, 4d cooler[e] or wallboard[e] nails at 8" on center first layer, 5d cooler[e] or wallboard[e] nails at 8" on center second layer with laminating compound between layers, joints staggered. First layer applied full length vertically, second layer applied horizontally or vertically	—	—	—	5
	14-1.2[k,m]	2" x 4" wood studs 16" on center with two layers 1/2" regular gypsum wallboard[e] applied vertically or horizontally each side[d], joints staggered. Nail base layer with 5d cooler[e] or wallboard[e] nails at 8" on center face layer with 8d cooler[e] or wallboard[e] nails at 8" on center.	—	—	—	5 1/2
	14-1.3[k,m]	2" x 4" wood studs 24" on center with 5/8" Type X gypsum wallboard[e] applied vertically or horizontally nailed with 6d cooler[e] or wallboard[e] nails at 7" on center with end joints on nailing members. Stagger joints each side.	—	—	—	4 1/4
	14-1.4[f]	2" x 4" fire-retardant-treated wood studs spaced 24" on center with one layer of 5/8" Type X gypsum wallboard[e] applied with face paper grain (long dimension) parallel to studs. Wallboard attached with 6d cooler[e] or wallboard[e] nails at 7" on center.	—	—	—	4 1/4
	14-1.5[k,m]	2" x 4" wood studs 16" on center with two layers 5/8" Type X gypsum wallboard[e] each side. Base layers applied vertically and nailed with 6d cooler[e] or wallboard[e] nails at 9" on center. Face layer applied vertically or horizontally and nailed with 8d cooler[e] or wallboard[e] nails at 7" on center. For nail-adhesive application, base layers are nailed 6" on center. Face layers applied with coating of approved wallboard adhesive and nailed 12" on center.	—	—	6	—
	14-1.6[f]	2" x 3" fire-retardant-treated wood studs spaced 24" on center with one layer of 5/8" Type X gypsum wallboard[e] applied with face paper grain (long dimension) at right angles to studs. Wallboard attached with 6d cement-coated box nails spaced 7" on center.	—	—	—	3 1/4
15. Exterior or interior walls	15-1.1[k,m]	Exterior surface with 3/4" drop siding over 1/2" gypsum sheathing on 2" x 4" wood studs at 16" on center, interior surface treatment as required for 1-hour-rated exterior or interior 2" x 4" wood stud partitions. Gypsum sheathing nailed with 1 1/2" by No. 11 gage by 7/16" head galvanized nails at 8" on center. Siding nailed with 7d galvanized smooth box nails.	—	—	—	Varies
	15-1.2[k,m]	2" x 4" wood studs 16" on center with metal lath and 7/8" cement plaster on each side. Lath attached with 6d common nails 7" on center driven to 1" minimum penetration and bent over. Plaster mix 1:4 for scratch coat and 1:5 for brown coat, by volume, cement to sand.	—	—	—	5 1/8
	15-1.3[k,m]	2" x 4" wood studs 16" on center with 7/8" cement plaster (measured from the face of studs) on the exterior surface with interior surface treatment as required for interior wood stud partitions in this table. Plaster mix 1:4 for scratch coat and 1:5 for brown coat, by volume, cement to sand.	—	—	—	Varies
	15-1.4	3 1/16" No. 16 gage noncombustible studs 16" on center with 7/8" cement plaster (measured from the face of the studs) on the exterior surface with interior surface treatment as required for interior, nonbearing, noncombustible stud partitions in this table. Plaster mix 1:4 for scratch coat and 1:5 for brown coat, by volume, cement to sand.			—	Varies[i]

(continued)

TABLE 720.1(2) ITEM # 14-1.5



OVERALL FLOOR PLAN
SCALE: 1/16" = 1'-0"



1 A1.01 WALL PARTITION
1/2" = 1'-0"

CHARLESTON BLVD.

1 STORE FRONT WINDOW SYSTEM WITH 2"X6" WOOD STUDS WITH 5/8" 3 COAT STUCCO. 6" SOUND INSULATION IN ALL WALL CAVITIES. EXTEND TO THE UNDERSIDE OF STRUCTURE
2 EXISTING DEMISING WALLS
3 AREA SEPARATION WALLS (SHEET A1.01 2003 IBC FIRE-RATING TABLE 720.1(2))
4 NOT USED
5 EXISTING CMU WALL

NOTE:

LEGEND

AREA SEPARATION WALLS
INDICATES EXISTING CMU WALL
EXISTING DEMISING WALLS

NOTE:

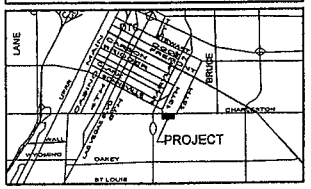
GENERAL NOTES

CEILING TYPE SCHEDULE

GYPSUM BOARD CEILING OR SOFFIT/HEAD — PENDANT DIRECT/INDIRECT EXISTING FLUORESCENT LIGHT FIXTURE
9'-0" CEILING HEIGHT
NEW RECESSED EXHAUST FAN 100CFM
EXISTING SURFACE MOUNTED FIXTURE

CEILING NOTES

KEY PLAN



© Melvin Green Architect, Ltd. 2004

REVISIONS	BY

MELVIN D. GREEN REGISTERED 2249 ARCHITECT STATE OF NEVADA
AUG 30, 2004

MGA Melvin Green Architect, Ltd.
3200 N. Rainbow Blvd. Suite #2 • Las Vegas, NV 89108 • (702) 648-0077

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reproduction, publication or re-use by any method in whole or in part is prohibited.

PROJECT: LAFAYETTE SQUARE
DI'LUXE THRIFT STORE
1412 E. CHARLESTON BLVD.
LAS VEGAS, NEVADA

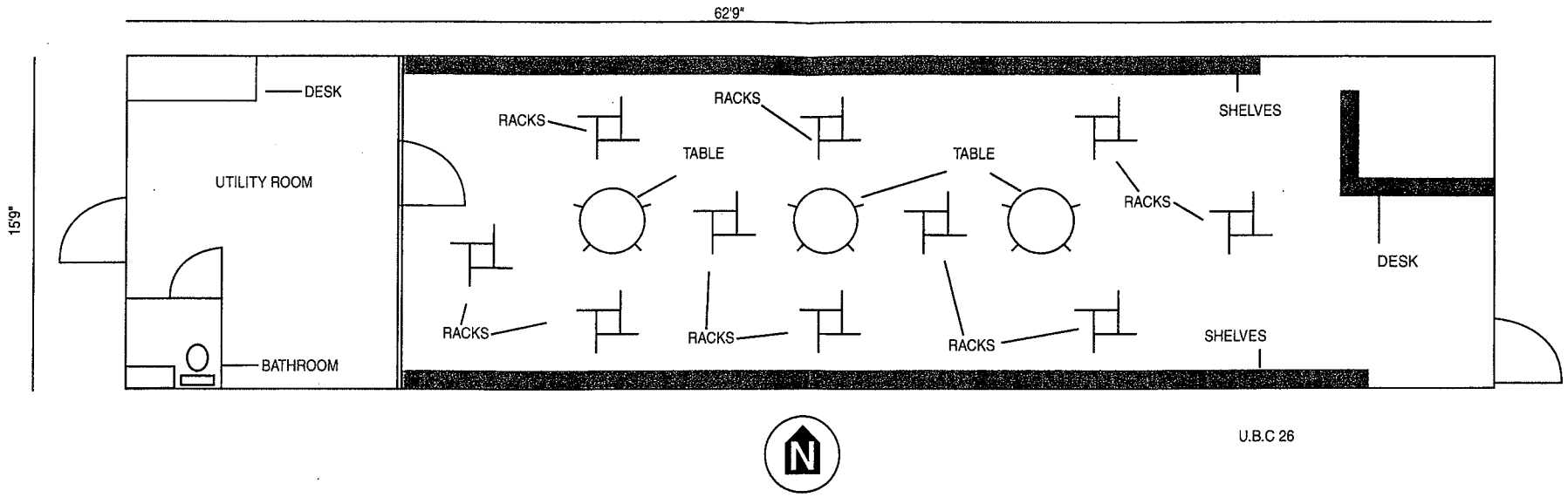
SHEET TITLE: OVERALL FLOOR PLAN & DETAIL

DATE: 08-30-04
SCALE: AS INDICATED
DRAWN: MG/BW
JOB NO: 2004-0431

SHEET A1.01
OF SHEETS

SUP-36072
REVISED
11/05/09 PC

SEP 25 2009



SUP-36072
REVISED
11/05/09 PC

SEP 25 2009



SUP-36072 - APPLICANT: FRANCISCO LUJAN - OWNER: HIMIDIAN NERCES SARKIS LIVING TRUST
1412 EAST CHARLESTON BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36072 - APPLICANT: FRANCISCO LUJAN - OWNER: HIMIDIAN NERCES SARKIS LIVING TRUST
1412 EAST CHARLESTON BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36072 - APPLICANT: FRANCISCO LUJAN - OWNER: HIMIDIAN NERCES SARKIS LIVING TRUST
1412 EAST CHARLESTON BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

September 16, 2009

Re: D'Luxe Thrift Store

To Whom It May Concern:

I am writing this letter to request the use of 1412 E. Charleston Blvd. as a Thrift Store. The operation will be to buy cloth and home decorative objects in advertised garage sales and thorough the internet and then cleaned it, mended it and pressed it and then displayed them to sell in the store.

This will be a family oriented business and will be run the same way. I, Francisco Lujan, the owner will be running the day to day business operation along with my wife and during the weekends my son and my wife will be buying the merchandise.

Since I have a degree in Art and worked in the advertising business for more than twenty five years and my wife's flair with art and interior design, we are planning to have a niche in the thrift industry in the sense that we will decorate the entire store and will sell everything that is on display, by the piece or by the set to give our customers the opportunity to use our designs in their homes for less money, and also, the store will have a clean and fresh aroma very different than most thrift stores. This will not be a "second hand store" this will a "hardly used clothing and decorative items boutique". Further, we will not display any items outside the store.

We have already visited some of the best thrifts "boutiques" in Miami, Houston and Pasadena, California and also researched the industry found that no store like this is doing business in Las Vegas. Also, according to an article on "The MarketWatch" a popular website states that *"Thrift shops are the new cool" Secondhand stores capitalize on frugality necessitated by economy. While major retailers like Macy's, Nordstrom and J.C. Penney's are reeling from slumping sales and a downbeat consumer whose confidence is dropping daily. The second hand business is capitalizing on this shift to frugality. Comparatively, Macy's reported a 7% drop in sales and a loss for the third quarter. The National Association of Resale and Thrift Stores said a survey of its members showed that 66.2% posted a sales surge of an average 35% from January to August compared with the same period in 2007.*

The hours of operation will be from 9:00am to 6:00pm seven days a week to give our customers the opportunity to shop during the weekends just as any major store.

There are no licenses needed to sell clothing and decorative items.

A store like this will not only help the economy of the area but will bring more customers since the premises has been vacant for more than a year and the shopping mall where the shop will be located has three restaurants, one food store, and no retail like our business. Therefore, our store will add variety to the businesses and the well needed foot traffic.

Sincerely and Respectfully,

Francisco Lujan
Owner

SUP-36072
11/05/09 PC

RECEIVED
SEP 17 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

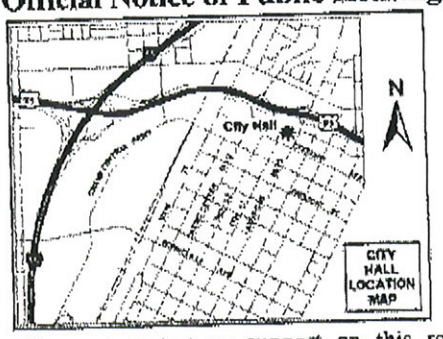
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36072

Planning Commission Meeting of 11/5/2009

Case: SUP-36072
16202115111
DAPHNEY IRREVOCABLE TRUST
4769 SPINDLERIDGE CIR
LAS VEGAS NV 89147-5272

89147

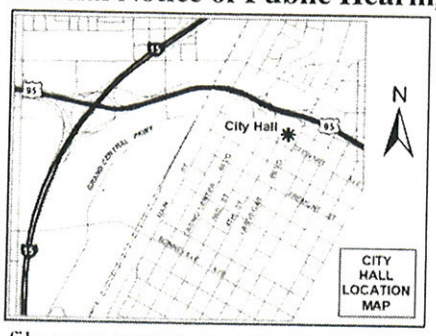
Submitted after final agenda
Date 10/29/09 Item 43P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.

RECEIVED
NOV 02 2009

There are already several thrift shops in the immediate area. Parking is now very tight, and cars turning onto Charleston, a hazard.

Case: SUP-36072

16202115090
FINNEGAN CATHERINE LIVING TRUST
1411 FRANCIS AVE
LAS VEGAS NV 89104-1707

SUP-36072
Planning Commission Meeting of 11/5/2009

HAVDE11 89104

Submitted after final agenda

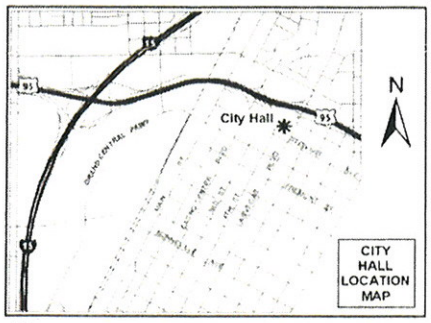
Date 11/02/09 Item 43P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36072
Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: SUP-36072
16202115024
HIMIDIAN NERCES S LIV TR AGMT
6931 ARVILLE ST
LAS VEGAS NV 89118-5003

HAVOS11 89118

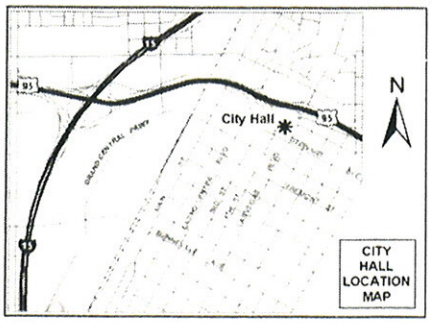
Submitted after final agenda
Date 11/02/09 Item 43A

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36072
Planning Commission Meeting of 11/5/2009

Case: SUP-36072
16202110007
HIMIDIAN NERCES SARKIS LIVING TR
6931 S ARVILLE ST
LAS VEGAS NV 89118-5003

HAVDS11 89118

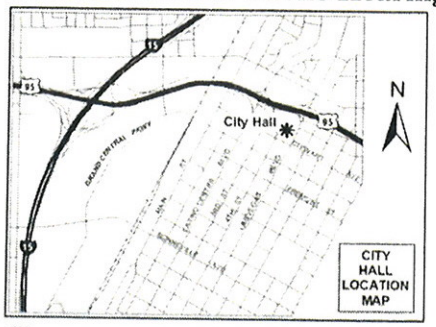
Submitted after final agenda
Date 11/2/09 Item 43A

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 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36072

Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: SUP-36072
13935411039
HIMIDIAN NERCES S LIV TR AGMT
6931 S ARVILLE ST
LAS VEGAS NV 89118-5003

HAVOE11 89118

Submitted after final agenda

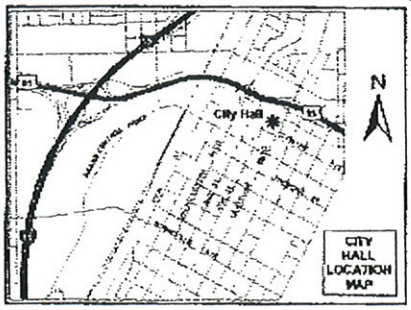
Date 11/02/09 Item 43A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36072
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

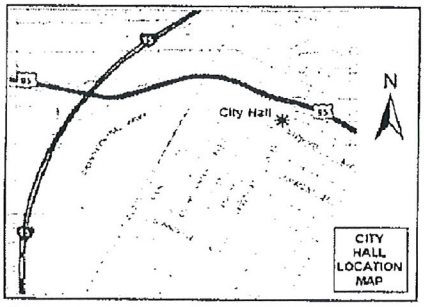
Case: SUP-36072
16202115032
YEPKO MICHAEL
P O BOX 1970
LAS VEGAS NV 89125-1970

HAUDSII 89125

Submitted after final agenda
Date 10/29/09 Item 43A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-36072
16202110007
HIMIDIAN NERCES SARKIS LIVING TR
6931 S ARVILLE ST
LAS VEGAS NV 89118-5003

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

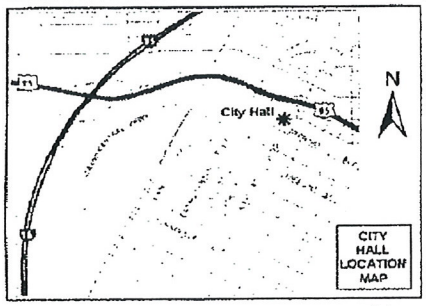
SUP-36072
Planning Commission Meeting of 11/5/2009

43A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-36072

16202115024
HIMIDIAN NERCES S LIV TR AGMT
6931 ARVILLE ST
LAS VEGAS NV 89118-5003

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36072

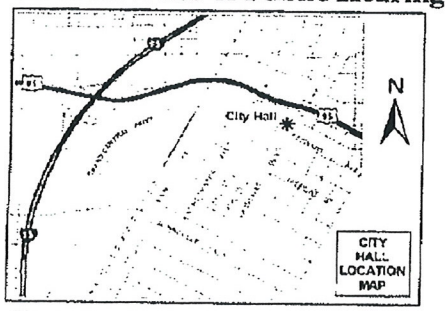
Planning Commission Meeting of 11/5/2009

HAVDE11 89118

43A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36072

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 26 2009

Case: SUP-36072

[redacted]
HIMIDIAN NERCES S LIV TR AGMT
6931 STARVILLE ST
LAS VEGAS NV 89118-5003

43A

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

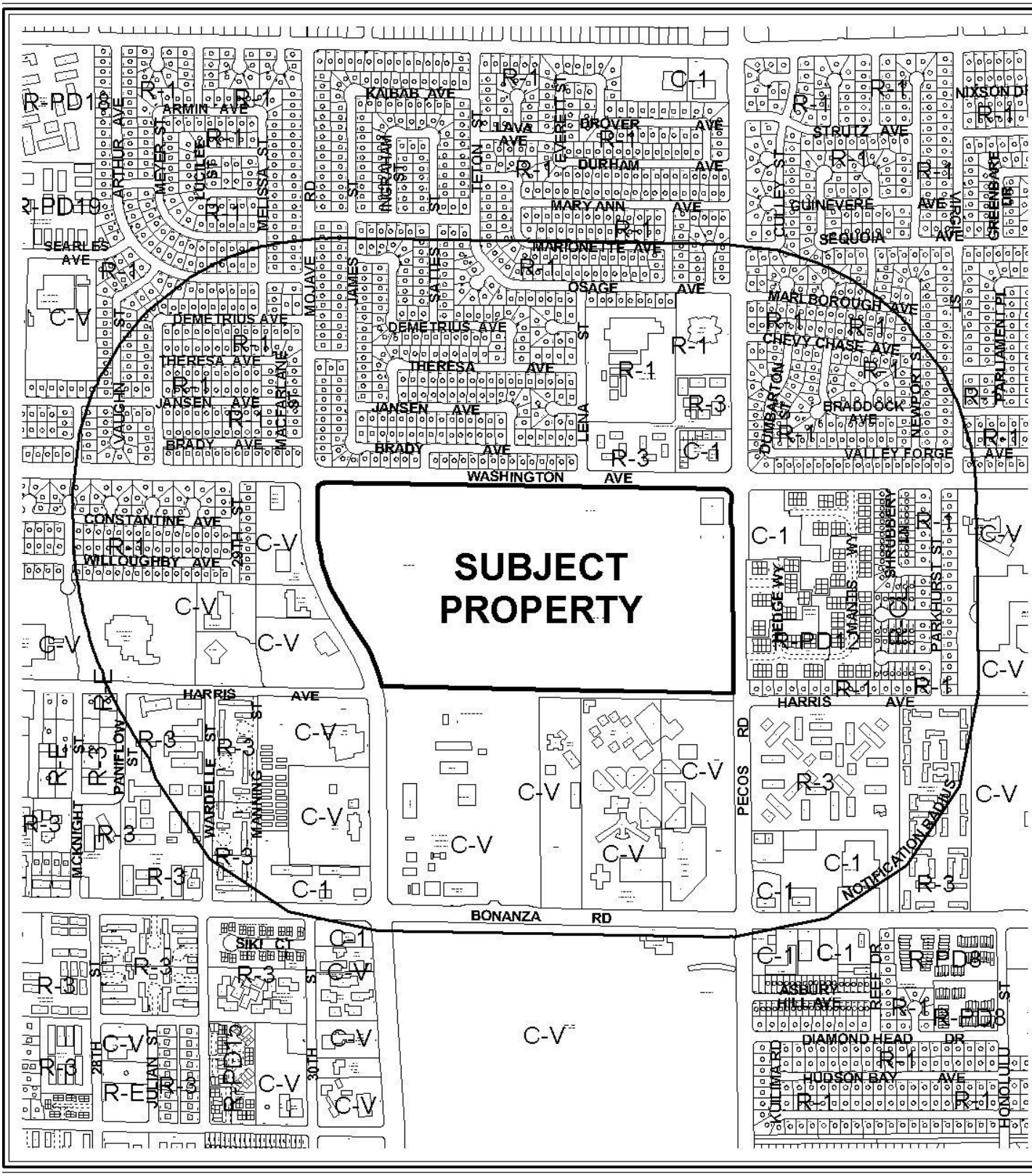
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36147 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 12,664 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CITY PARK, 100 FEET FROM A SIMILAR USE, 100 FEET FROM A RELIGIOUS FACILITY AND 400 FEET FROM A SCHOOL WHERE 1500 FEET IS THE MINIMUM DISTANCE REQUIRED at 3151 East Washington Avenue (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**23**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 48



0 1000 2000 Feet

CASE: **SUP-36147**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



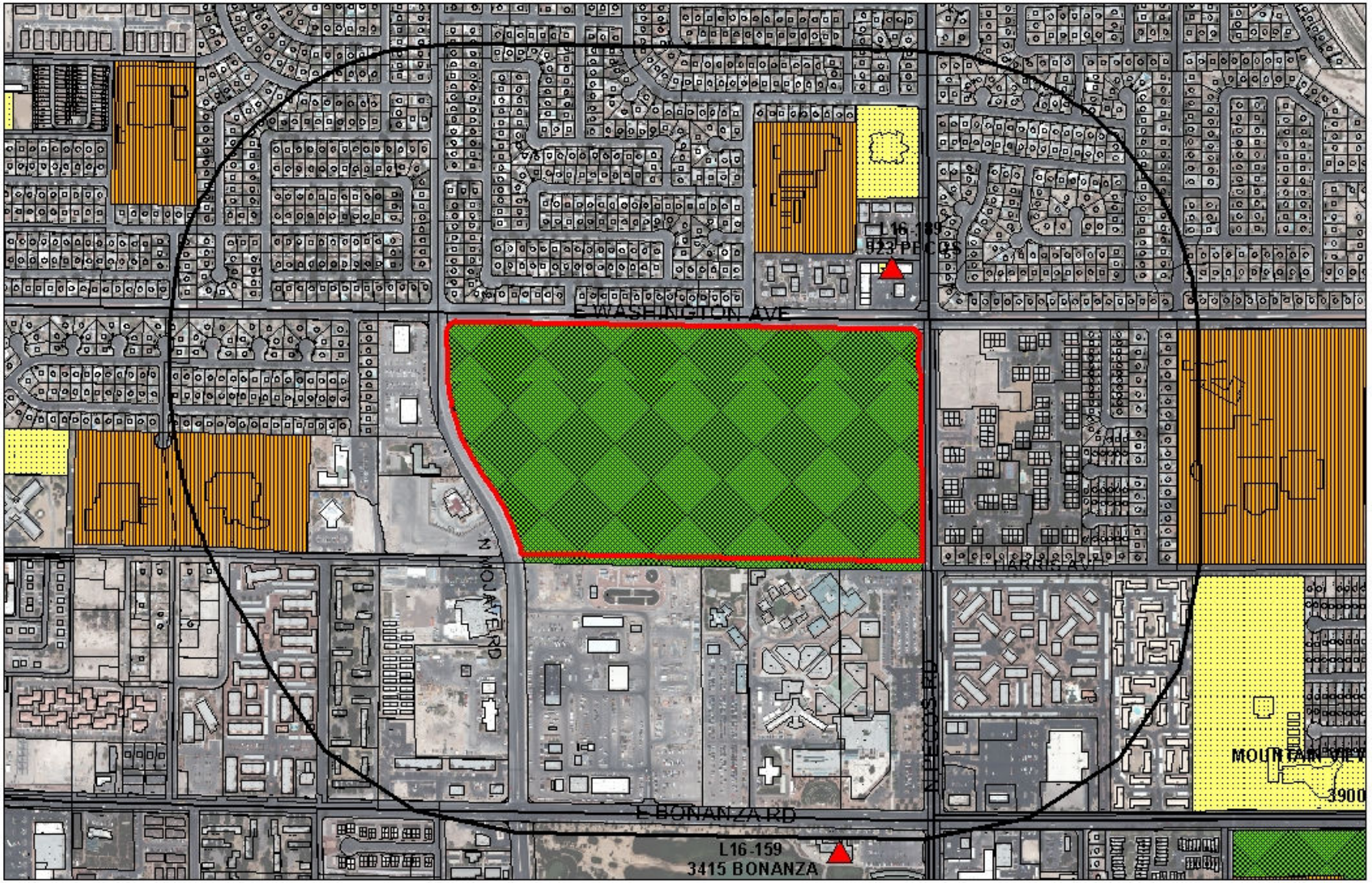
CASE: **SUP-36147**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

0 1000 2000 Feet

N



SUP-36147

Business Licenses

Child Care/ Children Facility

Tavern

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36147 - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Liquor Establishment (Tavern) use.

2. Conformance to the conditions for Site Development Plan Review (SDR-17259).

3. A Waiver of the minimum distance separation requirements to allow a distance separation of zero feet from a City Park, 100 feet from a similar use and a religious facility, and 400 feet from a school where 1500 feet is the minimum distance required.

4. 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.

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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a 12,664 square-foot Liquor Establishment (Tavern) within Freedom Park at 3151 East Washington Avenue. There are a total of two buildings on the subject site that will serve alcohol. Each building is 6,332 square feet. The applicant fails to comply with minimum distance separation requirements and Waivers of these separation requirements have been requested. The proposed Liquor Establishment (Tavern) is appropriate on the subject site, since the facility is regulated by the City of Las Vegas and alcohol will be served in conjunction with civic events and other events permitted by the approved Maintenance and Operations Agreement. Therefore, approval of the request is recommended. If denied, the sale of alcohol would not be permitted on the subject site.

Issues:

- Waivers of minimum distance separation requirement are requested from a similar use, City Park, a School and a Religious facility.
- Each 6,332 square-foot building will accommodate approximately 200 people.
- The Liquor Establishment (Tavern) use is appropriate as it will be regulated by the City and local agencies.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
A change of ownership has not occurred on the subject site.	
06/24/04	The Planning Commission approved a Site Development Plan Review (SDR-4453) for a Community Park Swimming Pool on 69.11 acres at the southwest corner of Pecos Road and Washington Avenue. Staff recommended approval of the request.
12/20/06	The City Council approved a Site Development Plan Review (SDR-17259) for a renovation of a City Park on a portion of 68 acres at 850 North Mojave Road. The Planning Commission and staff recommended approval of the request.
01/10/08	Planning and Development approved an administrative Site Development Plan Review (SDR-25895) to allow a replacement of antennas on an existing 60-foot tall light pole at 850 North Mojave Road.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #48/bts).
Related Building Permits/Business Licenses	
02/05/09	A Building Permit (#132932) was issued for a 70-foot safety fence at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#124851) was issued for a multi-purpose building at 3151 East Washington Avenue. The permit has not been finaled.

02/10/09	A Building Permit (#132889) was issued for a stadium (Yankee) at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132890) was issued for a stadium (Fenway) at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132891) was issued for a stadium (Wrigley) at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132892) was issued for a stadium (Dodger) at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132893) was issued for a stadium (Angel) at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132894) was issued for a stadium (Crosley) at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132903) was issued for a baseball monument at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#124859) was issued for an administration building at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#124860) was issued for a stadium club restaurant at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#124861) was issued for a stadium club restaurant at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#124862) was issued for a maintenance building at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132898) was issued for batting cages at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132901) was issued for stadium seating at 3151 East Washington Avenue. The permit has not been finaled.
02/10/09	A Building Permit (#132902) was issued for monuments and plaques at 3151 East Washington Avenue. The permit has not been finaled.
Pre-Application Meeting	
08/26/09	A pre-application meeting was held on the indicated date. The following items were noted: • Proposed Tavern requires a Special Use Permit. • Waivers are required from a similar use and protected uses.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
10/01/09	A field check was completed on the indicated date. The following items were noted: • The redevelopment of a public park and the new baseball facilities and related buildings.

Details of Application Request	
Site Area	
Net Acres	68.05 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	City Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
North	Single-Family Homes/Apartments /Retail	L (Low Density Residential)/M (Medium Density Residential)/SC (Service Commercial)	R-1 (Single Family Residential)/R-3 (Medium Density Residential)/C-1 (Limited Commercial)
South	Clark County Detention Center and City of Las Vegas Maintenance and Storage	PF (Public Facilities)	C-V (Civic)
East	Condominiums and Undeveloped	SC (Service Commercial)/ML (Medium Low Density Residential)/L (Low Density Residential)	R-1 (Single Family Residential)/R-PD12 (Residential Planned Development – 12 Units per Acre)/C-1 (Limited Commercial)
West	Metro Training Center and Boys Town	PF (Public Facilities)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		
C-V Civic District	X		Y
Trails (Pedestrian Path)	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Community Recreational Facility, Public	12,664 SF	1 Space / 200 SF GFA	64	3	1,107	42	Y
TOTAL	12,664 SF		67		1,149		Y

Waivers		
Requirement	**Request**	**Staff Recommendation**
No Liquor Establishment (Tavern) shall be located within 1,500 feet of any other Liquor Establishment (Tavern), Church, Synagogue, School, Child Care Facility licensed for more than 12 children or City Park	To allow a distance separation of zero feet from a City Park, 100 feet from a Liquor Establishment (Tavern) and a Religious Facility and 400 feet from a School	Approval

ANALYSIS

The applicant is proposing a Liquor Establishment (Tavern) as a part of the renovation of Freedom Park at 3151 East Washington Avenue. The City Park remodel was approved by City Council on 12/20/06 and is currently under construction. The applicant is intending to serve alcoholic beverages during various functions within Freedom Park in two buildings indicated on the site plan at 6,332 square feet each. The applicant is requesting Waivers to allow a distance separation of 100 feet from a Liquor Establishment (Tavern) and a Religious Facility, and 400 feet from a School where 1500 feet is the minimum required. The proposed Liquor Establishment (Tavern) is appropriate on the subject site, since the facility is regulated by the City of Las Vegas and alcohol will be served in conjunction with civic events and other events permitted by the approved Maintenance and Operations Agreement; therefore approval of the subject Special Use Permit is recommended.

The following table indicates the operating hours for the proposed Liquor Establishment (Tavern):

Day	Opening Time	Closing Time
Monday	4:00 PM	1:30 AM
Tuesday	4:00 PM	1:30 AM
Wednesday	4:00 PM	1:30 AM
Thursday	4:00 PM	1:30 AM
Friday	4:00 PM	2:00 AM
Saturday and Three Day Holiday Weekend Sunday	8:00 PM	2:00 AM
Sunday and Three Day Holiday Weekend Mondays	8:00 PM	1:30 AM

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Liquor Establishment (Tavern) is compatible with the PR-OS (Parks/Recreation/Open Space) land use designation and surrounding uses in the area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Liquor Establishment (Tavern) use will be located within a City Park. This site is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided from Washington Avenue, Pecos Road and Mojave Road, which are all 100-foot Primary Arterials as indicated on the Master Plan of Streets and Highways. They are adequate to facilitate the traffic generated by the proposed Liquor Establishment (Tavern) use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

Approval of this Special Use Permit will not compromise the public health, safety, or welfare as the proposed Liquor Establishment (Tavern) use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Liquor Establishment (Tavern) use fails to meet all requirements pursuant to Title 19.04. Staff recommends approval of the request for a Waiver of distance separation requirements. The intended use at this location is appropriate as alcohol is to be served in conjunction with baseball games and other civic events. The use will also be regulated by City and local agencies.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 1049 by City Clerk

APPROVALS 1

PROTESTS 3

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36147 APN: 139-25-701-002

Name of Property Owner: City of Las Vegas

Name of Applicant: Big League Dreams Las Vegas, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Christina Strong

This 22nd day of September, 2009

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

RECEIVED
SEP 22 2009

Parking Summary		
	Minimum	BLD Provided
H/C	7	21
Standard	225	612
Total	232	633



Not to Scale

BIG LEAGUE DREAMS

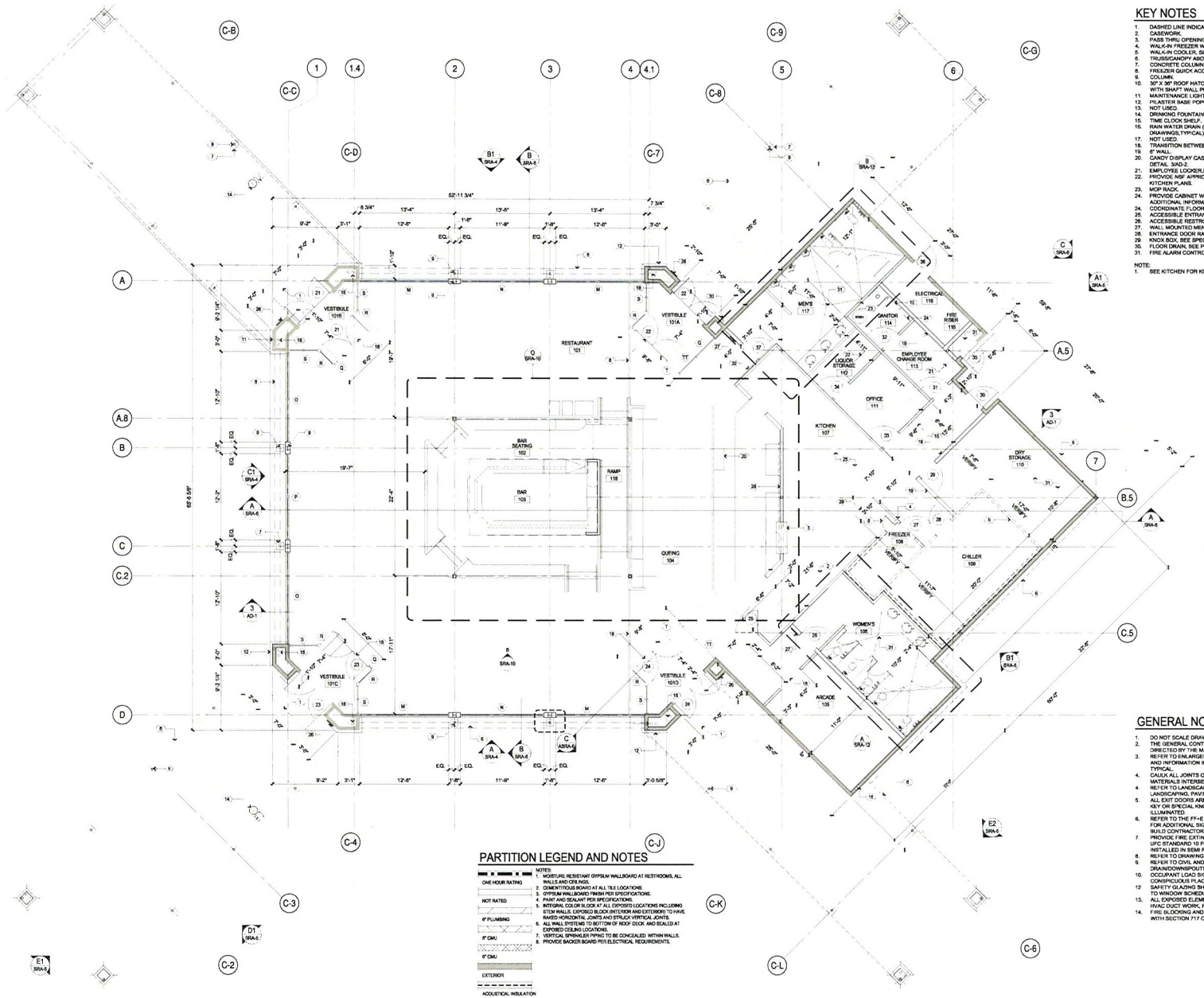
Freedom Park
Las Vegas, Nevada

Use Permit Exhibit

September 3, 2009 Prepared By PBSJ

RECEIVED
SEP 22 2009

SUP-36147
11/05/09 PC



KEY NOTES

1. DASHED LINE INDICATES LEVEL LANDING WITH MAXIMUM SLOPE OF 1:50, TYPICAL.
2. CASEWORK.
3. PASS THRU OPENING WITH STAINLESS STEEL SHELVES.
4. WALK-IN FREEZER WITH QUICK ACCESS DOOR, SEE KITCHEN.
5. WALK-IN COOLER, SEE KITCHEN.
6. TRUSS/CANOPY ABOVE.
7. CONCRETE COLUMN BASE, SEE DETAILS.
8. FREEZER QUICK ACCESS DOOR.
9. COLUMN.
10. 30" X 36" ROOF HATCH AND LADDER IN SHAFT WITH 24" X 30" ATTIC ACCESS DOOR WITH SHAFT WALL PER 1/AD-7.
11. MAINTENANCE LIGHT SWITCH, SEE ELECTRICAL.
12. PILASTER BASE POPOUT PER 9/AD-3.
13. NOT USED.
14. DRINKING FOUNTAIN LOCATION, SEE PLUMBING.
15. TIME CLOCK SHELF.
16. RAIN WATER DRAIN (CONNECT TO UNDERGROUND DRAINAGE SYSTEM DRAWINGS,TYP/CAL) AND OVERFLOW DRAIN. SEE PLUMBING AND CIVIL.
17. NOT USED.
18. TRANSITION BETWEEN FLOOR TILE AND CARPET.
19. 6" WALL.
20. CANDY DISPLAY CASE, SEE INTERIOR ELEVATIONS KI/SRA-11 AND DETAIL 3/AD-2.
21. EMPLOYEE LOCKER,PROVIDE ONE ACCESSIBLE LOCKER.
22. PROVIDE NSF APPROVED OR APPROVED EQUAL STORAGE SHELVES, SEE KITCHEN PLANS.
23. MOP RACK.
24. PROVIDE CABINET WITH LOCKABLE DOORS. SEE KITCHEN FOR ADDITIONAL INFORMATION.
24. COORDINATE FLOOR SINK LOCATIONS WITH KITCHEN AND PLUMBING DRAWINGS.
25. ACCESSIBLE ENTRANCE SIGN.
26. ACCESSIBLE RESTROOM SIGN.
27. WALL MOUNTED MENU BOARD.
28. ENTRANCE DOOR RAMP BY FREEZER MANUFACTURER.
29. KNOX BOX, SEE SPECIFICATIONS.
30. FLOOR DRAIN, SEE PLUMBING. SLOPE MINIMUM 1/8":1'-0".
31. FIRE ALARM CONTROL PANEL LOCATION.

NOTE:
1. SEE KITCHEN FOR KITCHEN EQUIPMENT AND LAYOUT.

GENERAL NOTES

1. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.
2. THE GENERAL CONTRACTOR SHALL PROVIDE BLOCKING AS DIRECTED BY THE MANUFACTURER FOR ALL EQUIPMENT OR DEVICES.
3. REFER TO ENLARGED PLANS AND DETAILS REFERENCED FOR DIMENSIONS AND INFORMATION IN THOSE AREAS WITHIN ANY REFERENCE MARK, TYPICAL.
4. CAULK ALL JOINTS OR CRACKS WHICH OCCUR WHERE DISSIMILAR MATERIALS INTERSECT AND THE INTERSECTION IS EXPOSED TO VIEW.
4. REFER TO LANDSCAPE CONSTRUCTION PLANS FOR EXTERIOR WALKS, LANDSCAPING, PAVING/PLANTING ETC.
5. ALL EXIT DOORS ARE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. ALL EXITS SHALL BE ILLUMINATED.
6. REFER TO THE FF+E APPENDIX SECTION OF THE PROJECT SPECIFICATIONS FOR ADDITIONAL SIGNAGE TO BE PROVIDED AND INSTALLED BY THE DESIGN BUILD CONTRACTOR.
7. PROVIDE FIRE EXTINGUISHERS PER FIRE DEPARTMENT REQUIREMENTS AND UFC STANDARD 10 FOR THIS BUILDING. EXTINGUISHERS SHALL BE INSTALLED IN SEMI RECESSED CABINETS.
8. REFER TO DRAWINGS AG-3 FOR ACCESSIBILITY INFORMATION AND DETAILS.
9. REFER TO CIVIL AND PLUMBING FOR CONNECTIONS OF THE ROOF DRAIN/DOWNSPOUTS TO UNDERGROUND DRAINAGE SYSTEM.
10. OCCUPANT LOAD SIGNS SHALL BE PROVIDED AND POSTED IN A CONSPICUOUS PLACE NEAR THE MAIN EXITS FROM THE ROOM.
12. SAFETY GLAZING SHALL BE PROVIDED AT HAZARDOUS LOCATIONS. REFER TO WINDOW SCHEDULE. FOR ADDITIONAL INFORMATION.
13. ALL EXPOSED ELEMENTS SUCH AS STRUCTURAL COLUMNS AND BEAMS, HVAC DUCT WORK, FIRE SPRINKLER PIPE, ETC. SHALL BE PAINTED.
14. FIRE BLOCKING AND DRAFT STOPPING MUST BE INSTALLED IN ACCORDANCE WITH SECTION 717 OF THE IBC AS AMENDED BY THE CITY OF LAS VEGAS.

PARTITION LEGEND AND NOTES

ONE HOUR RATING
NOT RATED
6" PLUMBING
8" CMU
8" CMU
EXTERIOR
ACOUSTICAL INSULATION

NOTES:
1. MOISTURE RESISTANT GYPSUM WALLBOARD AT RESTROOMS, ALL WALLS AND CEILINGS.
2. CEMENTITIOUS BOARD AT ALL TILE LOCATIONS.
3. GYPSUM WALLBOARD FINISH PER SPECIFICATIONS.
4. PAINT AND SEALANT PER SPECIFICATIONS.
5. INTEGRAL COLOR BLOCK AT ALL EXPOSED LOCATIONS INCLUDING STEM WALLS, EXPOSED BLOCK (INTERIOR AND EXTERIOR) TO HAVE RAKED HORIZONTAL JOINTS AND STRUCK VERTICAL JOINTS.
6. ALL WALL SYSTEMS TO BOTTOM OF ROOF DECK AND SEALED AT EXPOSED CEILING LOCATIONS.
7. VERTICAL SPRINKLER PIPING TO BE CONCEALED WITHIN WALLS.
8. PROVIDE BACKER BOARD PER ELECTRICAL REQUIREMENTS.

GA FILE NO. WP 1200	GENERIC	1 HOUR FIRE	40 TO 44 STC SOUND
GYPSUM WALLBOARD, STEEL STUDS			
ONE LAYER 5/8" TYPE "X" GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED PARALLEL OR AT RIGHT ANGLES TO EACH SIDE OF 3 5/8" STEEL STUDS 24" ON CENTER WITH 1" TYPE "S" DRYWALL SCREWS 8" ON CENTER AT VERTICAL JOINTS AND 12" ON CENTER AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. JOINTS STAGGERED 24" ON OPPOSITE SIDES. (NLB)	THICKNESS: APPROX. WEIGHT: FIRE TEST: SOUND TEST:	4 1/2" 17 PSF (1 HR W/1-5/8 MIN. 5-1/2 MIN. OSU 1-1276, 5-91; UL/C 707-94, 707-93; 707-97, 5-13-91; UL/C/CSA/IA W415; NGC 2366, 7-26-72	

ONE HOUR RATING

C-1 N N C-H

FLOOR PLAN
3/16" = 1'-0"

BUILDING #1 BUILDING #2

SUP-36147
11/05/09 PC

RECEIVED
SEP 22 2009

Dekker Perich Sabatini
6680 Bermuda Road, Ste. 100
Las Vegas, Nevada 89119
702.436.1008
fax: 436.1060
info@dpsdesign.org

CITY OF LAS VEGAS
FREEDOM PARK RENOVATION
850 NORTH MOJAVE, LAS VEGAS, NEVADA 89101
STADIUM CLUB FLOOR PLAN

95%
CONSTRUCTION DOCUMENTS

NOT FOR CONSTRUCTION

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6011
FAX: (702) 382-4918
TDD: (702) 386-9108

DRAWN: DPS
FILE:
DATE: SEPTEMBER 8, 2008
SCALE: AS NOTED
BID NO: 070354
CITY DWG NO: 660.22-16

SHEET NO: SRA-3



SUP-36147 - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
3151 EAST WASHINGTON AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36147 - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
3151 EAST WASHINGTON AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36147 - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
3151 EAST WASHINGTON AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

16339 FAIRFIELD RANCH ROAD • CHINO HILLS • CALIFORNIA 91709
TELEPHONE (909) 287-1700 FAX (909) 287-1717 WEBSITE WWW.BIGLEAGUEDREAMS.COM

CEO Direct Telephone (310) 544-2272 / Fax (310) 544-2443

October 13, 2009

Mr. Doug Rankin, AICP
Planning Manager
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

Re: Big League Dreams Las Vegas, LLC
Big League Dreams Sports Park Special Use Permit (SUP) Application
Supplemental Request for Special Waiver and Justification Therefor

Dear Doug:

Big League Dreams Las Vegas, LLC ("BLD Las Vegas") hereby submits this supplemental waiver justification letter as part of the Special Use Permit application we have filed for the new Big League Dreams Sports Park (the "Sports Park") being constructed by the City at Freedom Park (3151 E. Washington). On October 7, 2009, we wrote to you requesting proximity distance waivers for (1) similar use (tavern), (2) religious facility and (3) schools. We now request a fourth.

4) Recreational Park Waiver. The Sports Park is located in Freedom Park, in which there are several other sports-related uses, among them a community swimming pool and non-gate controlled youth baseball and softball fields located immediately adjacent. The master plan for Freedom Park called for a renovation of all aspects of the Park, recognizing that recreational users have numerous interests. The Sports Park is designed for adult softball play as its primary weeknight recreational sport offering. Youth baseball and softball teams also participate in weekend "travel team" tournaments to a significant extent. By providing sufficient, well-maintained and attractive fields for adult softball and more competitive youth baseball and softball tournaments, the City is able to free up smaller baseball and softball diamonds for league play organized by youth baseball and softball organizations designed for community and less competitive play. Baseball and softball fields of this nature included in the Freedom Park complex were designed to co-exist and fulfill different recreational needs than the stadium replica fields contained within the Sports Park.

SUP-36147
11/05/09 PC
REVISED

RECEIVED
OCT 14 2009

We note that we have several Big League Dreams Sports Parks in other communities located adjacent to youth baseball and softball fields for these reasons. A further advantage of this is the proximity of the otherwise cost-prohibitive batting cages we maintain at the Sports Park to participants in the community fields. For all of the foregoing reasons, BLD Las Vegas requests a waiver from the minimum distance from other recreational parks contained in the code provisions in connection with our SUP application.

Please do not hesitate to contact me should you need any additional information in connection with this supplemental waiver justification.

Sincerely,



Scott Parks LeTellier
Chief Executive Officer

SUP-36147
11/05/09 PC
REVISED

RECEIVED

OCT 14 2009

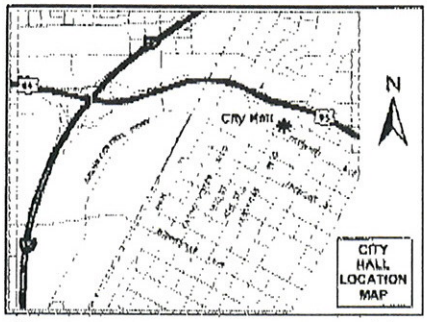
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS



Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 04 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

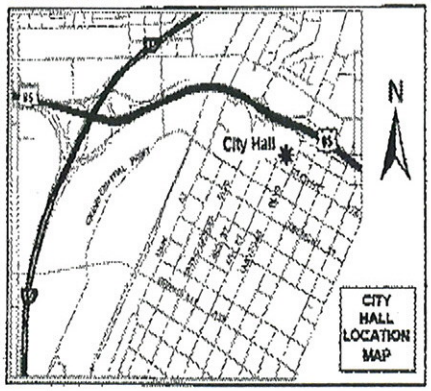
Case: SUP-36147
13[redacted]5612088
FE[redacted]NANDEZ TONY S & JUANITA M
31[redacted] JANSEN AVE
LA[redacted]VEGAS NV 89101-1712

[redacted] 89101

Submitted after final agenda
Date 11/04/09 Item 48P

Las Vegas, Nevada 89101-2700

Return Service Requested
Official Notice of Public Hearing



PRESO FIRST

02 1M $ 00.41
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Rec'd 11/2/2009 (NCH)

RECEIVED
NOV 04 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

Case: SUP-36147

13925612038
BARE MOUNTAIN REAL EST PRVCY TR
P O BOX 27740
LAS VEGAS NV 89126-7740

89126

Submitted after final agenda

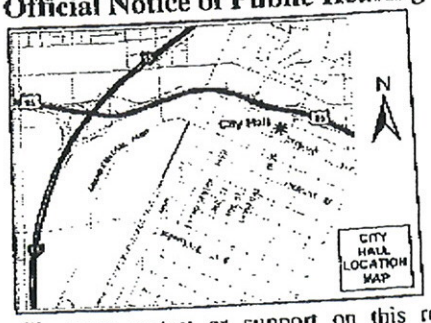
Date 11/04/09 Item 48P

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
$ 00.41⁴
02 1M
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 04 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE [redacted]quest

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147

13925514002
MCMURTREY RON V & TAMERA M
1305 JAMES ST
LAS VEGAS NV 89101-1738

HAVDS11 89101

Submitted after final agenda

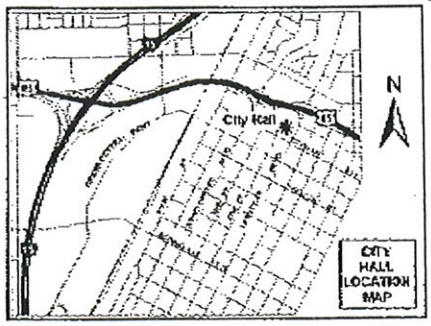
Date 11/04/09 Item 48P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279216 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147

Planning Commission Meeting of 11/5/2009

This is a residential area - No need to put more drunks on the streets!

RECEIVED
OCT 29 2009

Case: SUP-36147
14030210011
NELSEN JOANNE E FAMILY TRUST
1205 WARWICK CT
LAS VEGAS NV 89110-1043

HAVDSLL 89110

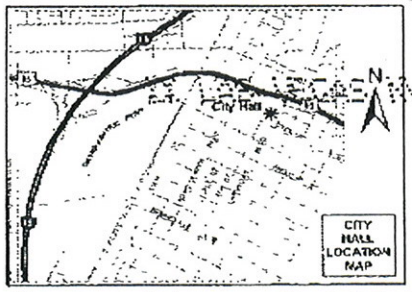
Submitted after final agenda
Date 10/29/09 Item 48P

001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS
UNITED STATES POSTAGE
02 1M $ 00.4
0004279218 OCT 23 2
MAILED FROM ZIP CODE 8

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
14030313037
KAWADA ROY OSAMU
P O BOX 1487
LANCASTER CA 93584-1487

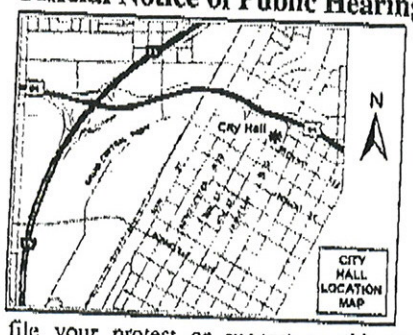
Submitted after final agenda
Date 10/29/09 Item 48P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

13925214006 Case: SUP-36147
LEMOS CARLOS HENRY & MARGIE
2921 THERESA AVE
LAS VEGAS NV 89101-1665

HAYDS11 89101

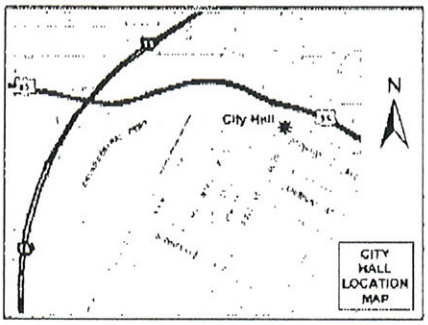
Submitted after final agenda

Date 11/02/09 Item 48P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

Case: SUP-36147
13925611014
GRAHAM SALLY JEAN W & PAUL H SR
1301 HARRIET ST
LAS VEGAS NV 89101-1818

Submitted after final agenda

Date 11/02/09 Item 48P

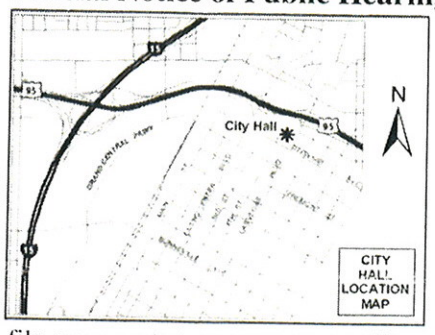
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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-36147

Planning Commission Meeting of 11/5/2009

Case: SUP-36147
13925310116
FRESHWATER JAMES FAMILY TRUST
2821 WILLOUGHBY AVE
LAS VEGAS NV 89101-2334

HAVOS11 89101

Submitted after final agenda

Date 10/29/09 Item 48 P

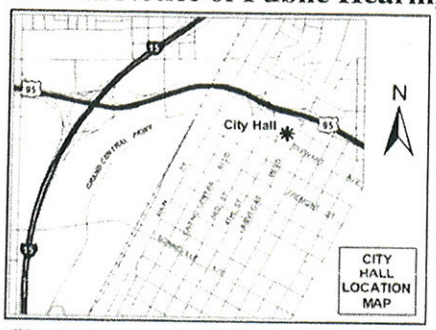
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
14030214023
ROSS CAROL M
1017 MONTPELIAR ST
LAS VEGAS NV 89110-1111

HAVOS11 A9110

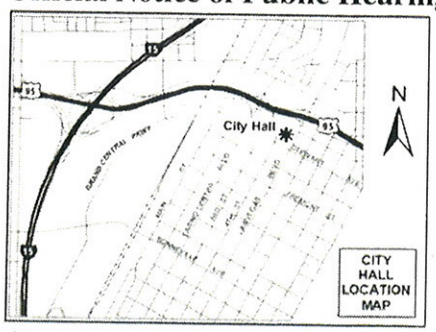
Submitted after final agenda
Date 10/29/09 Item 48P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36147

13925214040
CLARK ANDREW J & PATRICIA A
2905 JANSEN AVE
LAS VEGAS NV 89101-1656

HAUOE11 A9101

Submitted after final agenda

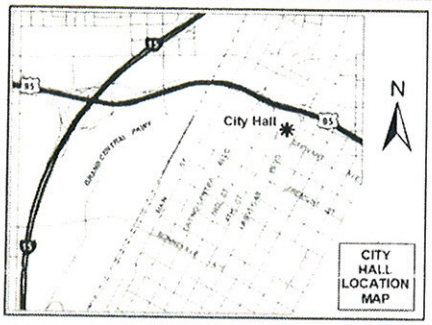
Date 10/29/09 Item 48P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36147
13925610001
SALIVA ALFREDO R & ANITA L
1300 N MOJAVE RD
LAS VEGAS NV 89101-1639

HAUOE11 89101

Submitted after final agenda

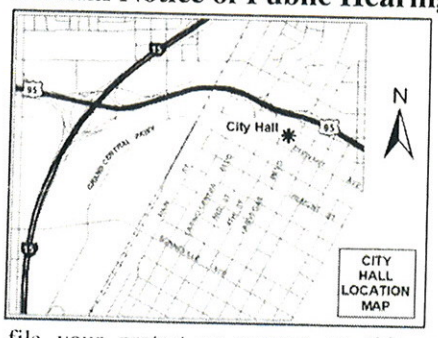
Date 10/29/09 Item 48P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36147

14030316035
PARKER RAY MICHAEL
3601 FOLAGE DR #5
LAS VEGAS NV 89110-2132

HAVDS11 89110

Submitted after final agenda

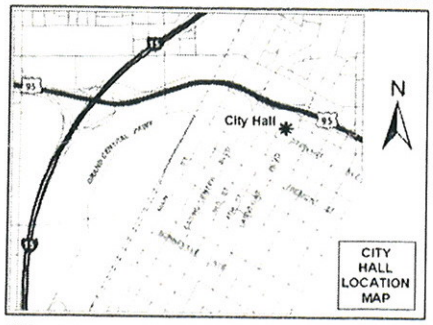
Date 10/29/09 Item 48 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147

Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: SUP-36147

13925610070
DIAZ JUAN & DORA
1101 INGRAHAM ST
LAS VEGAS NV 89101-1700

HAUOE11 A3101

Submitted after final agenda

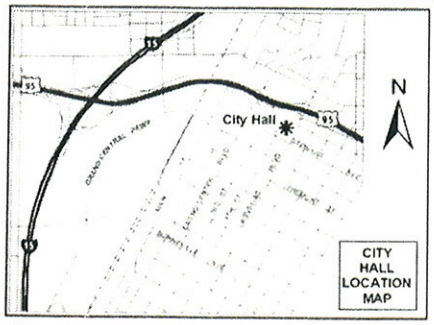
Date 11/02/09 Item 48P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
14030310018
WALKER MAGGIE
880 MANTIS WY #3
LAS VEGAS NV 89110-6455

HAVDS11 89110

Submitted after final agenda

Date 11/02/09 Item 48P

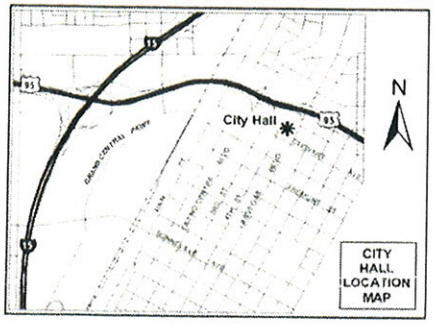
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
NOV 02 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
14030314007
GILBERT DARLYN P
849 MANTIS WY #6
LAS VEGAS NV 89110-6453

HAVOS11 8910

Submitted after final agenda

Date 11/02/09 Item 48P

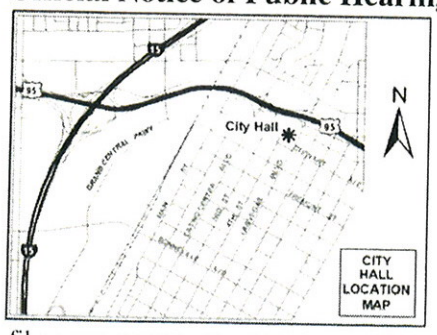
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
NOV 02 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

Case: SUP-36147

13925214052
FLECKENSTEIN JOHN A & REBECCA M
3612 HILLSDALE CT
LAS VEGAS NV 89108-1163

HAUDS11 89108

Submitted after final agenda

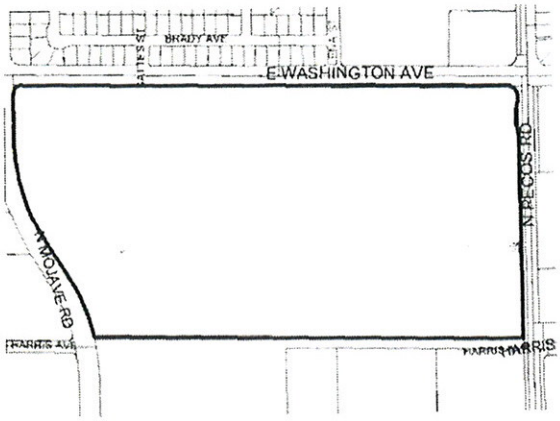
Date 11/02/09 Item 48P

Application Information

SUP-36147 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 12,664 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CITY PARK, 100 FEET FROM A SIMILAR USE, 100 FEET FROM A RELIGIOUS FACILITY AND 400 FEET FROM A SCHOOL WHERE 1500 FEET IS THE MINIMUM DISTANCE REQUIRED at 3151 East Washington Avenue (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese)

No more cocktail lounges we have enough Crime and DUI's from Drunks

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 05, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

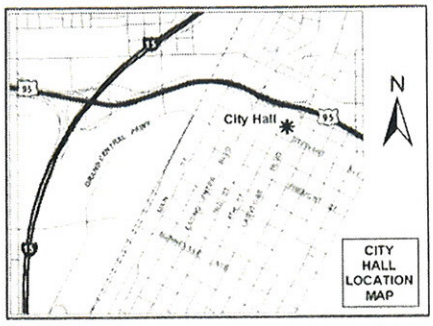
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request: or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147
Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: SUP-36147

13925612085
MADISON ELNA M
3028 JANSEN AVE
LAS VEGAS NV 89101-1753

Submitted after final agenda

Date 11/02/09 Item 48P

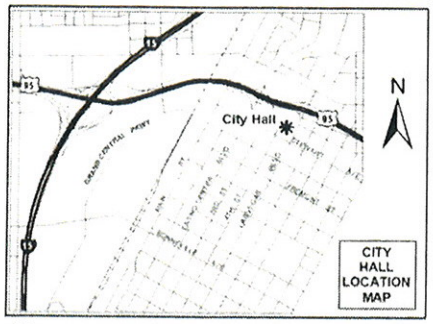
HAVOE11 89101

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36147

13925610096
CHURCH LINDA B
1016 N MOJAVE RD
LAS VEGAS NV 89101-1637

HAVDS11 89101

Submitted after final agenda

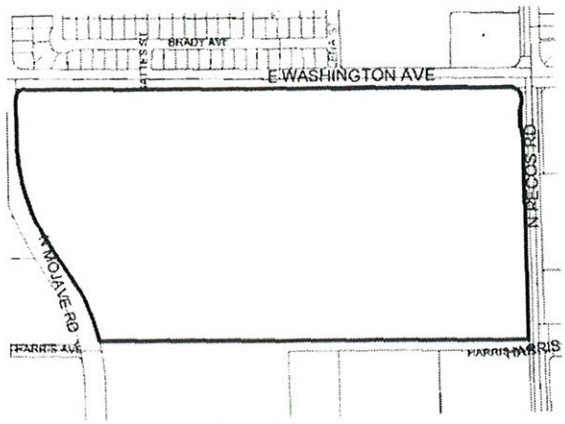
Date 10/29/09 Item 48P

Application Information

SUP-36147 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 12,664 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CITY PARK, 100 FEET FROM A SIMILAR USE, 100 FEET FROM A RELIGIOUS FACILITY AND 400 FEET FROM A SCHOOL WHERE 1500 FEET IS THE MINIMUM DISTANCE REQUIRED at 3151 East Washington Avenue (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese)

IT IS TOO NEAR THE PARK, CHURCH AND SCHOOL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 05, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

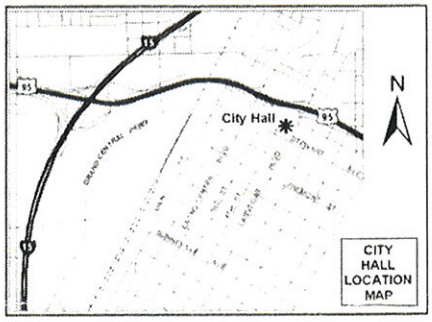
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36147
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36147
14030210094
SENCIO MARCOS & ESTELITA
3600 MARLBOROUGH AVE
LAS VEGAS NV 89110-1016

Submitted after final agenda
Date 10/29/09 Item 48F

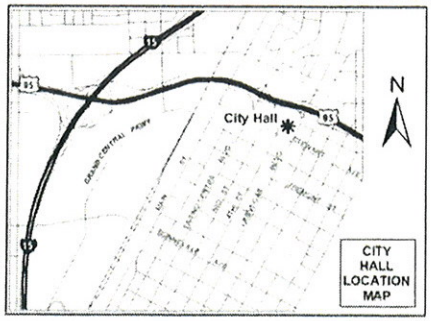
HAVOS11 89110

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
14030211015
GILBERT ROSEANNE A LIVING TRUST
921 VIRGIL ST
LAS VEGAS NV 89110-1131

HAVDS11 A910

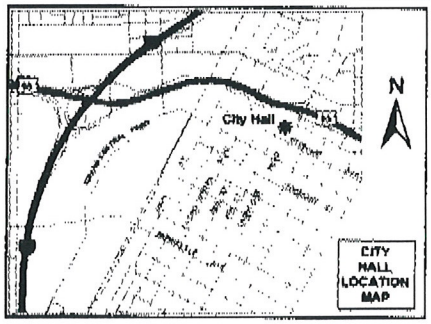
Submitted after final agenda
Date 10/29/09 Item 48P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

There is already too many Liquor outlets in that Area.

Case: SUP-36147
14030313025
WILLIAMS ALLAN R & LILY H
4900 QUASAR CT
LAS VEGAS NV 89130-1821

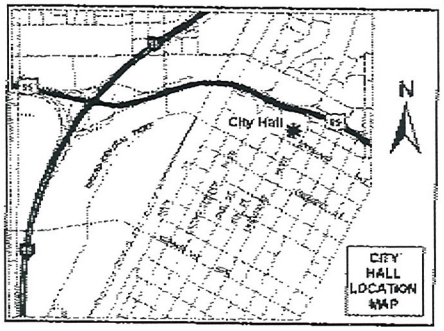
HAV0511 89130

46P

PAGE 01/01
B L JUDD
7026390236
10/24/2009 18:21

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$00.41
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 26 2009

Case: SUP-36147

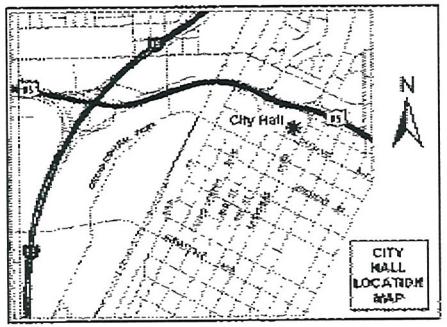
13925612081
JUDD BEN FAMILY TRUST
1008 JAMES ST
LAS VEGAS NV 89101-1737

HAVOS11 89101

484

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147

Planning Commission Meeting of 11/5/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41
02 1M
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 26 2009

Case: SUP-36147
13925610015
BLACKBURN BRENT L & VONDA L
1205 JAMES ST
LAS VEGAS NV 89101-1745

HAVDS11 89101

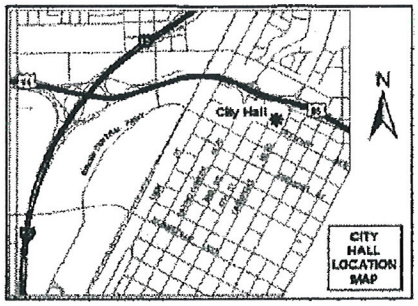
48P

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 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147

14030310033
DUFF PATRICIA
3541 JUNGLE DR
LAS VEGAS NV 89110-6409

HAYDS11 A811O

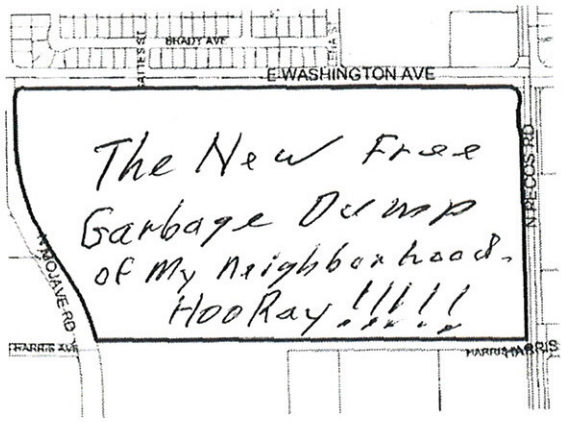
48A

Application Information

SUP-36147 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG LEAGUE DREAMS LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 12,664 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CITY PARK, 100 FEET FROM A SIMILAR USE, 100 FEET FROM A RELIGIOUS FACILITY AND 400 FEET FROM A SCHOOL WHERE 1500 FEET IS THE MINIMUM DISTANCE REQUIRED at 3151 East Washington Avenue (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese)

To The owner(Reese of Big League Dreams Las Vegas, LLC - City of Las Vegas: It is OK with me that you have enlarged The official Littering Garbage Dump of my Naighborhood! NOW The Litterers have a lot more room to throw their Bare Bottles & cans, Food containers & Wrappers, Cig. Butts etc etc. If you do not enforce The No Litter laws already in place Then I will Be forced to Become a Litterer! And I Will!! continued Below:

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 05, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

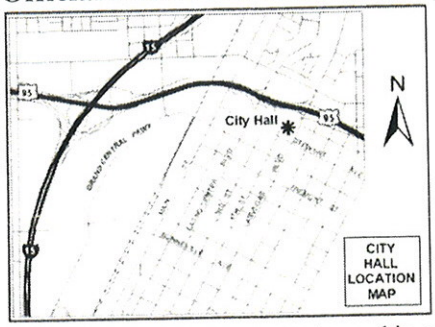
I will cancel My garbage P/U by Republic Services and simply bring my Trash over To Reese's Big League Dreams Garbage Dump and Throw it around and save money on my Garbage P/U Bill!! I am happy To know how to handel Problems, aren't You!

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

Submitted after final agenda
Date 10/29/09 Item 48

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

I am Now Happy - I have been Wanting a Brand New Garbage Dump in My Neighborhood for quite a while Now!

SUP-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
13925512051
EDWARDS 1987 TRUST
1313 TETON ST
LAS VEGAS NV 89101-1846

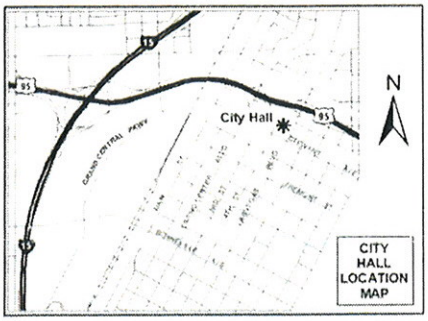
HAYDE11 89101

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative please call (702) 229-6405.

Case: SUP-36147

14030313041
GARLAND MARIA E
849 HEDGE WY #5
LAS VEGAS NV 89110-2157

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36147
Planning Commission Meeting of 11/5/2009

HAVDS11 89110

Submitted after final agenda

Date 10/29/09 Item 48A

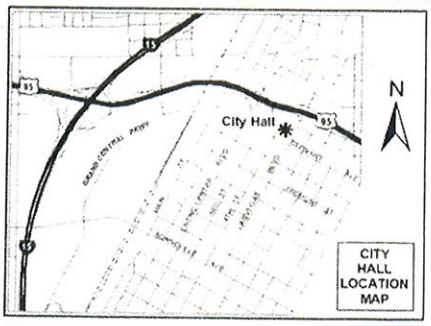
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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-36147
Planning Commission Meeting of 11/5/2009

Case: SUP-36147
14030313038
GARLAND E MARIA
849 HEDGE WAY #5
LAS VEGAS NV 89110-2157

HAVOS11 A9110

Submitted after final agenda
Date 10/29/09 Item 48A

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

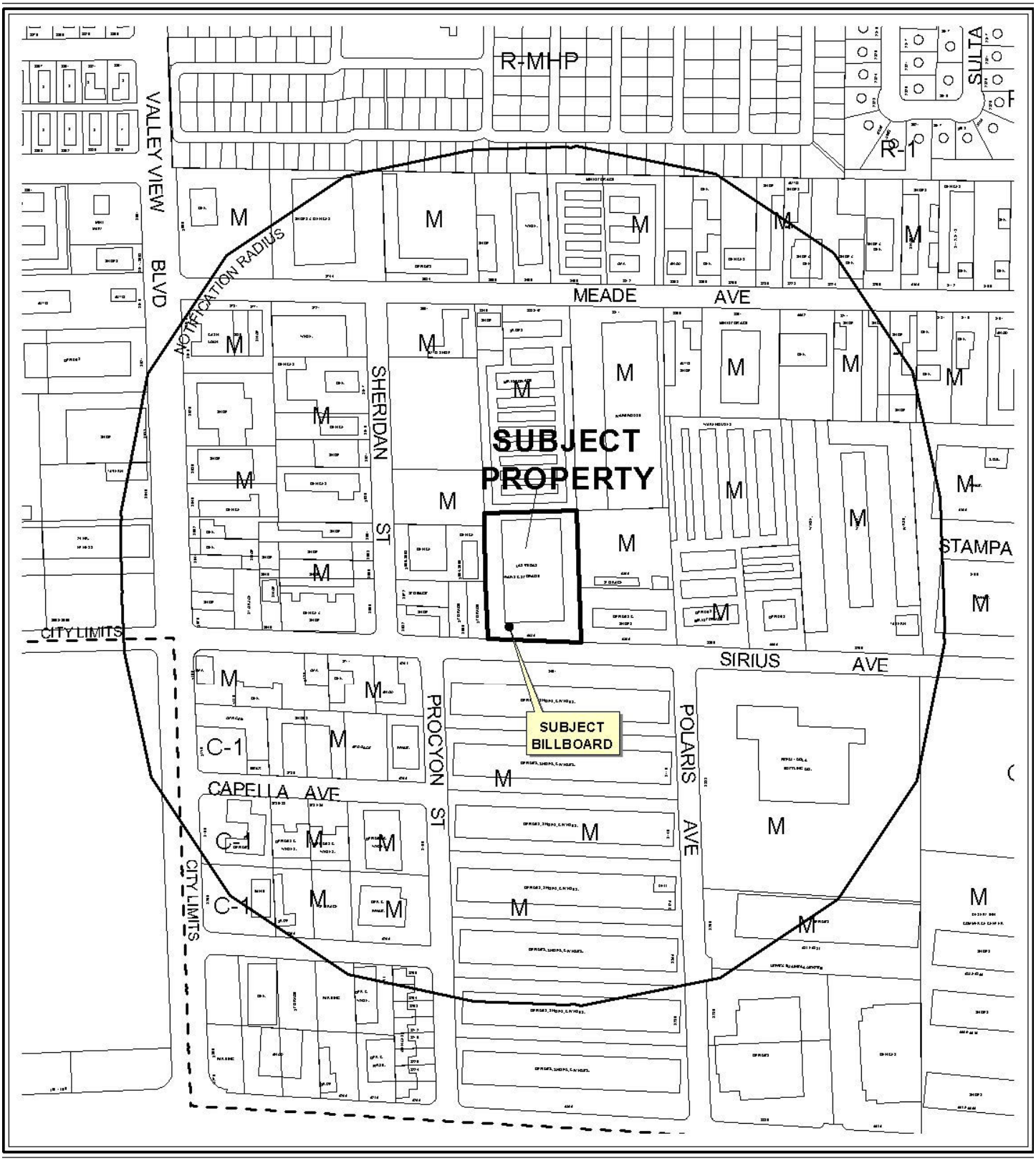
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-35792 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC - Request for a Required Review of a previously approved Special Use Permit (SUP-4811) FOR A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE SIGN at 3319 Meade Avenue (APN 162-08-303-004), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 20



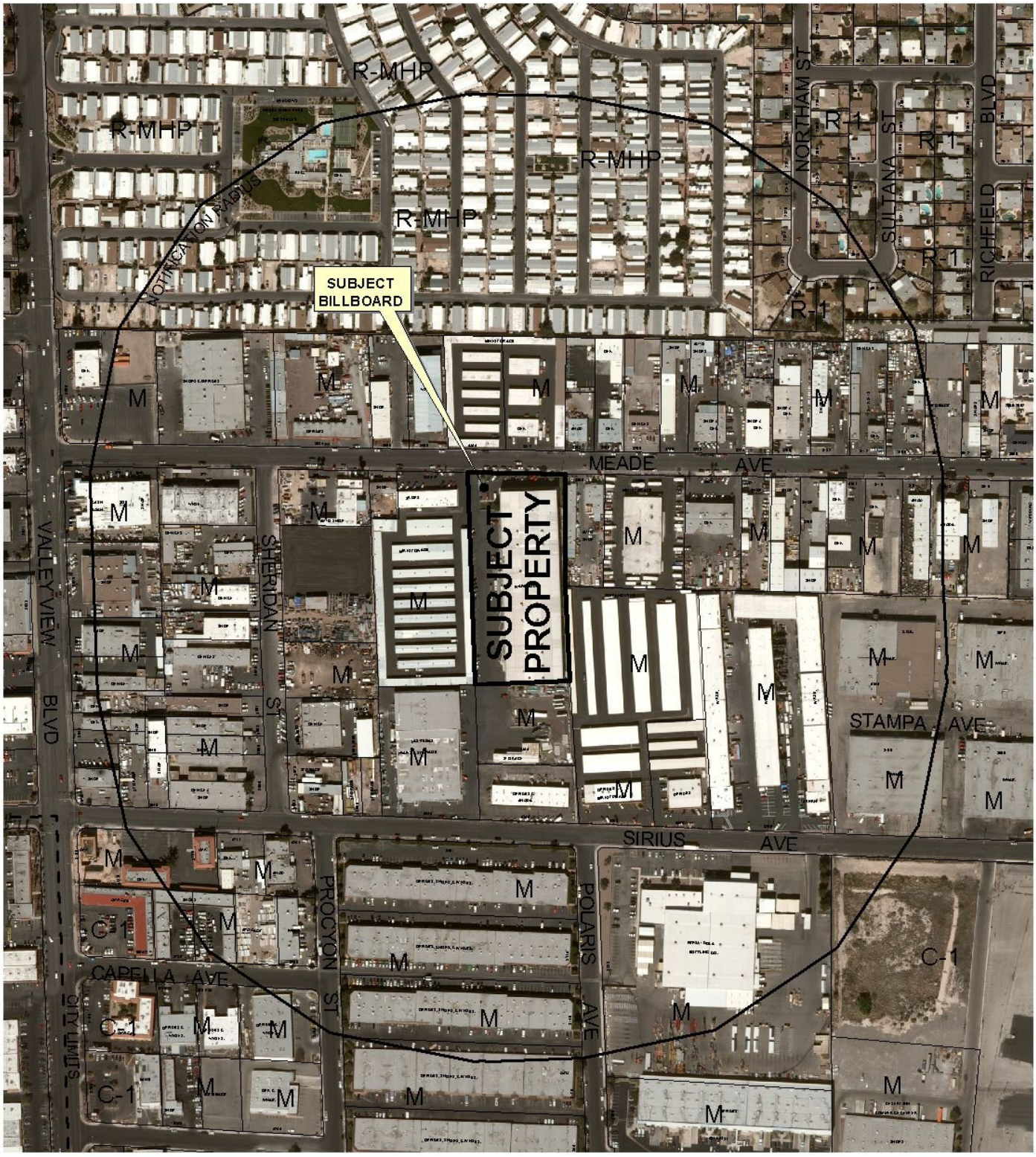
0 300 600 Feet

CASE: **RQR-35792**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



0 300 600 Feet

CASE: **RQR-35792**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-35792

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-35792 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-4811).

2. This Required Review shall be placed on an agenda closest to October 6, 2012, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign is removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing 12-foot by 24-foot Off-Premise Sign at 3319 Meade Avenue. This is the first Required Review of the subject sign. The applicant has obtained building permits, paid required fees and received a final building inspection approval. The existing sign is in good condition; therefore approval of the request is recommended. If denied, the existing billboard would no longer be permitted on the subject site without a new Special Use Permit.

ISSUES

- The subject billboard was approved through a Special Use Permit (SUP-4811), which was approved by City Council on 10/06/04, subject to a five-year review.
- The subject billboard received its final building permit inspection on 10/16/09.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
08/13/96	A deed was recorded for a change of ownership at 3311 Meade Avenue.
10/06/04	The City Council approved a Special Use Permit (SUP-4811) for a 40-foot high, 12-foot by 24-foot Off-Premise Sign at 3311 Meade Avenue. The Planning Commission and staff recommended approval of the request.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #20/bts).
Related Building Permits/Business Licenses	
10/14/05	A Building Permit (#5007292) was issued for a billboard at 3319 Meade Avenue. The permit expired on 04/15/06.
09/23/09	A Building Permit (#05007292) was issued for a billboard at 3319 Meade Avenue. The permit was finaled on 10/16/09.
Pre-Application Meeting	
A pre-application meeting was not required for this type of application, nor was one held.	
Neighborhood Meeting	
A pre-application meeting was not required, nor was one held.	

Field Check	
09/17/09	Staff conducted a field check of the subject site with the following observations: • Staff identified the subject sign, which is in good condition without graffiti or debris around the subject sign. • There were no embellishments at the time of the inspection.

Details of Application Request	
Site Area	
Net Acres	3.32 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Warehouse/Off-Premise Sign	LI/R (Light Industrial / Research)	M (Industrial)
North	Office/Mini-Warehouse Facility	LI/R (Light Industrial / Research)	M (Industrial)
South	Storage	LI/R (Light Industrial / Research)	M (Industrial)
East	Auto Repair Garage (Major) and Mini-Warehouse Facility	LI/R (Light Industrial / Research)	M (Industrial)
West	Retail and Mini-Warehouse Facility	LI/R (Light Industrial / Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Proposed	Compliance
Location	No off-premise signs in the right-of-way	Sign is not in right-of-way	Y
	Permitted only in C-1, C-2, C-M, M Zoning Districts	Sign is in a M Zoning District	Y
Off-premise sign area (max.)	672 SF	288 SF	Y

Separation distance from other off-premise sign (min.)	300 Feet	545+ Feet	Y
Separation distance from "U" or "R" zoning district	300 Feet	385+ Feet	Y
Off-premise sign height (max.)	40 Feet, except 55 Feet for signs within 60 feet of ROW when significantly obscured	40 Feet	Y
Setbacks (min.)	50 Feet from nearest ROW intersection	500+ feet	Y

ANALYSIS

This is the first Required Review of an approved Special Use Permit (SUP-4811) for a 40-foot high, 12-foot by 24-foot Off-Premise Sign. A site visit was conducted by staff on 09/17/09. The proposed Off-Premise Sign meets all of the requirements set forth by Title 19.14.100. The sign is located within an M (Industrial) zoning district and is not within the Off-Premise Exclusionary Zone. The site inspection revealed that the sign and support structure were in good condition. The subject billboard has a final inspection; therefore approval of the request is recommended.

FINDINGS

The subject Off-Premise Sign is located within an M (Industrial) district. There is no adverse impact regarding the continued use of the sign at this time and the subject billboard has a final inspection; therefore, staff is recommending approval subject to a three year review.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 80 by City Clerk

APPROVALS 0

PROTESTS 7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-35792** APN: 162-08-303-004

Name of Property Owner: Jonathan Park, LLC

Name of Applicant: Las Vegas Billboards

Name of Representative: Greater Nevada Planning

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: A. J. Schwartz

Print Name: A. Jonathan Schwartz

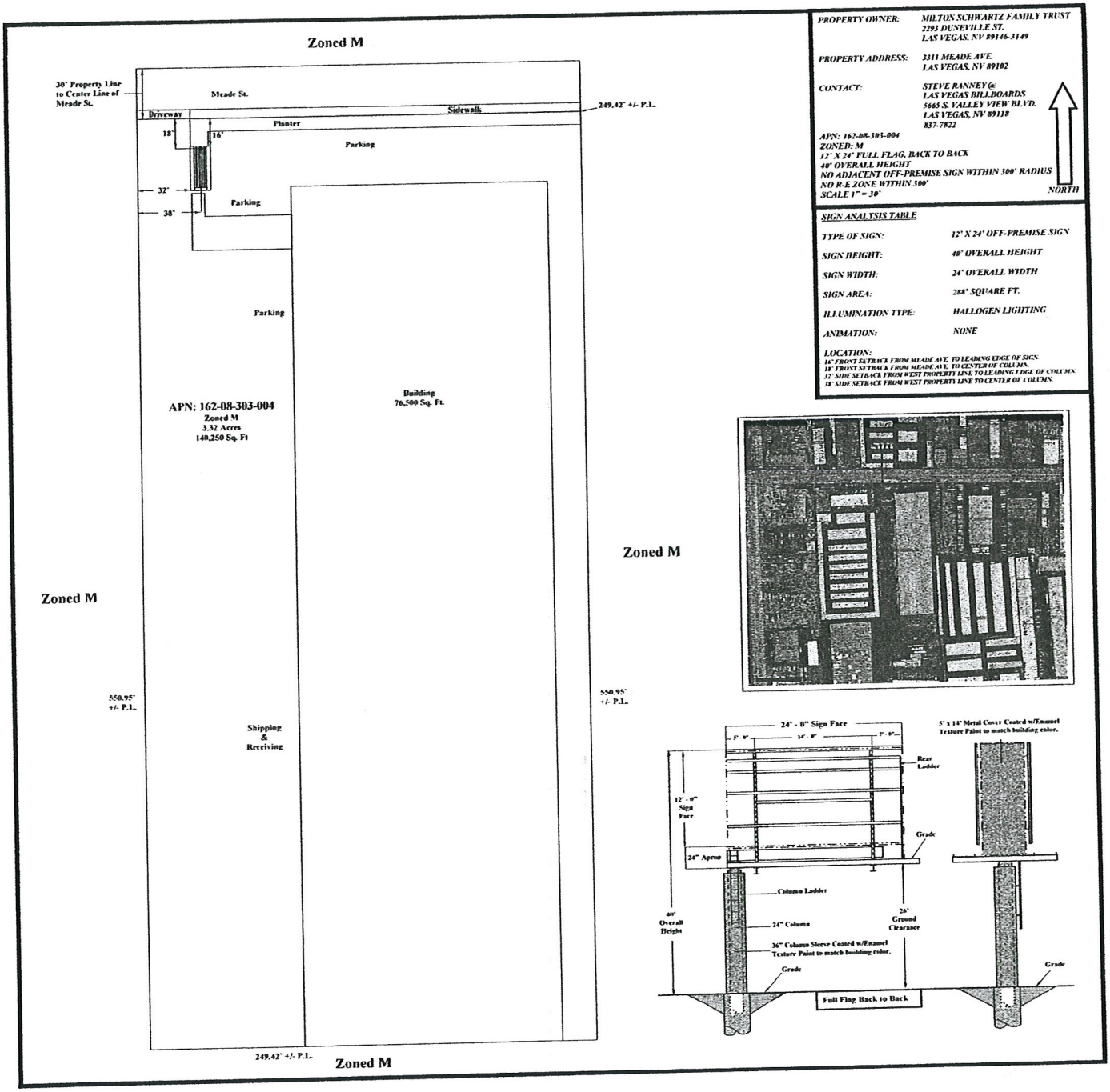
Subscribed and sworn before me

This 10th day of August, 2009

Susan Jean Pacheco

Notary Public in and for said County and State

SUSAN JEAN PACHECO
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 11-26-2011
Certificate No: 91-0015-1



RECEIVED
AUG 27 2009

RQR-35792
10/22/09 PC


Got
Billboards?
www.lasvegasbillboards.com 702-837-7822
Apple Foam &
Plastics, Inc.
Suite E
3311
CLEAR CHANNEL


Got
Billboards?
www.lasvegasbillboards.com 702-837-7822
Apple Foam &
Plastics, Inc.
Suite E
3311
CLEAR CHANNEL
RQR-35792
10/22/09 PC

RQR-35792
10/22/09 PC




3311
Apple P
Plastics
Suit
RQR-35792
10/22/09 PC



RQR-35792 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC
3319 MEADE AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



RQR-35792 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC
3319 MEADE AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



RQR-35792 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC
3319 MEADE AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Greater Nevada Planning, Inc.
8610 S. Eastern, Suite 8
Las Vegas, NV 89014

gnpmark@cox.net
702-312-2435
Fax 702-312-3316
Cel 702-332-3021

August 24, 2009

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Carman L. Burney, Agenda Technician
Planning and Development

Subject: Justification Letter

SUP-4812 – Required Five Year Review
3542 Sirius Avenue (APN 162-08-303-027)

Also:

SUP-4811 – Required Five Year Review
3311 Meade Ave (APN 162-08-303-004)

The two above referenced billboards have been well maintained and continue to be a great service where they stand.

We therefore request an extension of time for another period of five years or better.

Sincerely,

GREATER NEVADA PLANNING, INC.

Mark M. Sabraw
STS

Mark M. Sabraw
President

Attachments

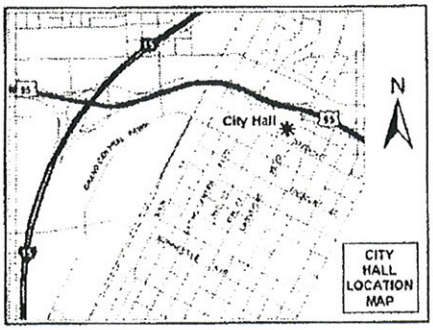
RECEIVED
AUG 27 2009

RQR-35792
10/22/09 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: RQR-35792

16208303014
YOUNG C & E 1985 LIV TR SURV TR
%E YOUNG
8160 OBANNON DR
LAS VEGAS NV 89117-1920

HAVOC11 89117

Submitted after final agenda

Date 10/29/09 Item 20P

Application Information

RENOTIFICATION - RQR-35792 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC - Request for a Required Review of a previously approved Special Use Permit (SUP-4811) FOR A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE SIGN at 3319 Meade Avenue (APN 162-08-303-004), M (Industrial) Zone, Ward 1 (Tarkanian)

To Close To OTHER SIGNS

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 5, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

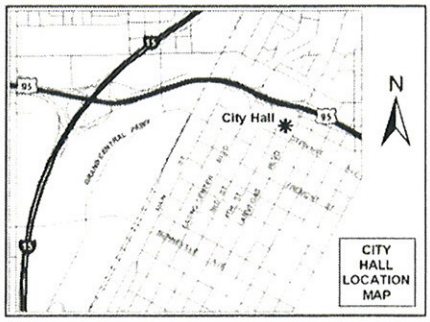
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request: or may, prior to this meeting. file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street. Las Vegas. Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792
Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: RQR-35792
16208301017
MARTIN ROBERT E & KAYE
7045 LAREDO
LAS VEGAS NV 89117-3021

Submitted after final agenda
Date 10/29/09 Item 20P

HAVDS11 89117

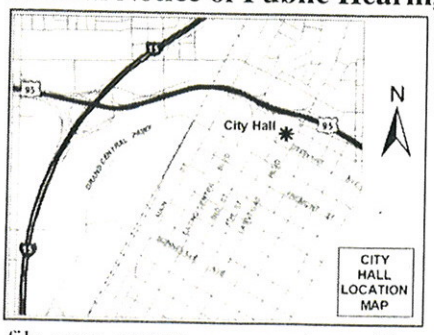
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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.

RQR-35792

Planning Commission Meeting of 11/05/2009

RQR-35792 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 112
Las Vegas, Nevada 89102

HAVDS11 89102

Submitted after final agenda

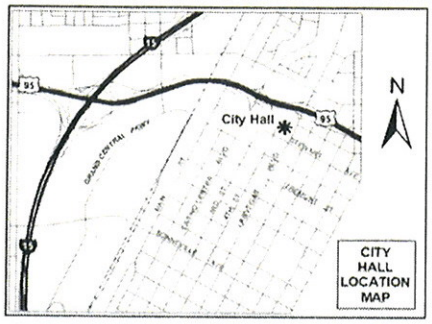
Date 10/29/09 Item 20P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: RQR-35792
16208303008
MARTIN ROBERT E & KAYE B
7045 LAREDO
LAS VEGAS NV 89117-3021

HAVDS11 89117

Submitted after final agenda

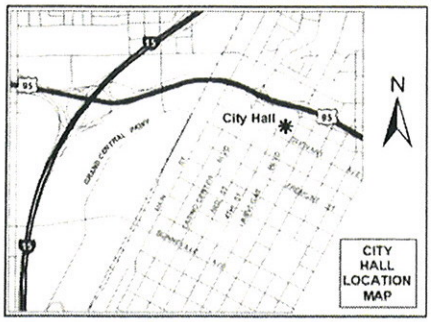
Date 10/29/09 Item 20P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792
Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

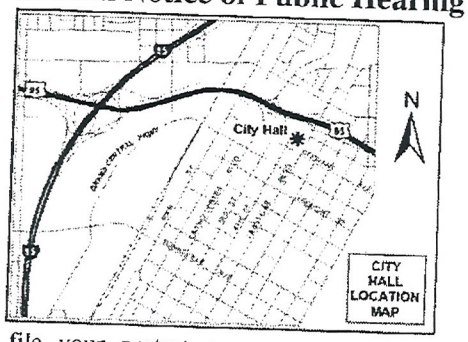
Case: RQR-35792
16208301012
J H S L L C
2240 COUNTRY COTTAGE CT
LAS VEGAS NV 89117-1845

HAVDS11 89117

Submitted after final agenda
Date 11/02/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 26 2009

RQR-35792 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 43
Las Vegas, Nevada 89102

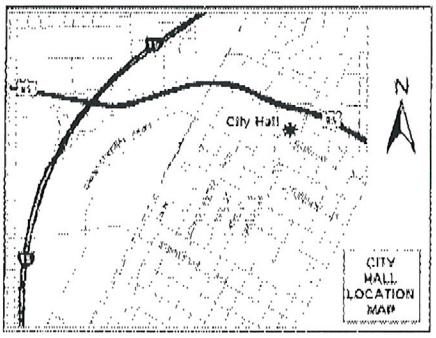
HAVDE11 89108

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792

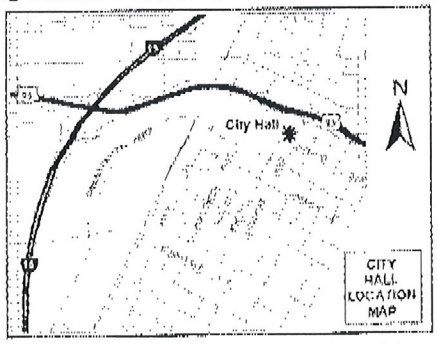
Planning Commission Meeting of 10/22/2009

Case: RQR-35792
16208301005
CHRISTIANSEN J D & D REV LIV TR
P O BOX 27710
LAS VEGAS NV 89126-1710

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35792
Planning Commission Meeting of 10/22/2009

Case: RQR 35792
16208301004
CHRISTIANSEN JACK & D REV LIV TR
P O BOX 27710
LAS VEGAS NV 89126-1710

20P

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

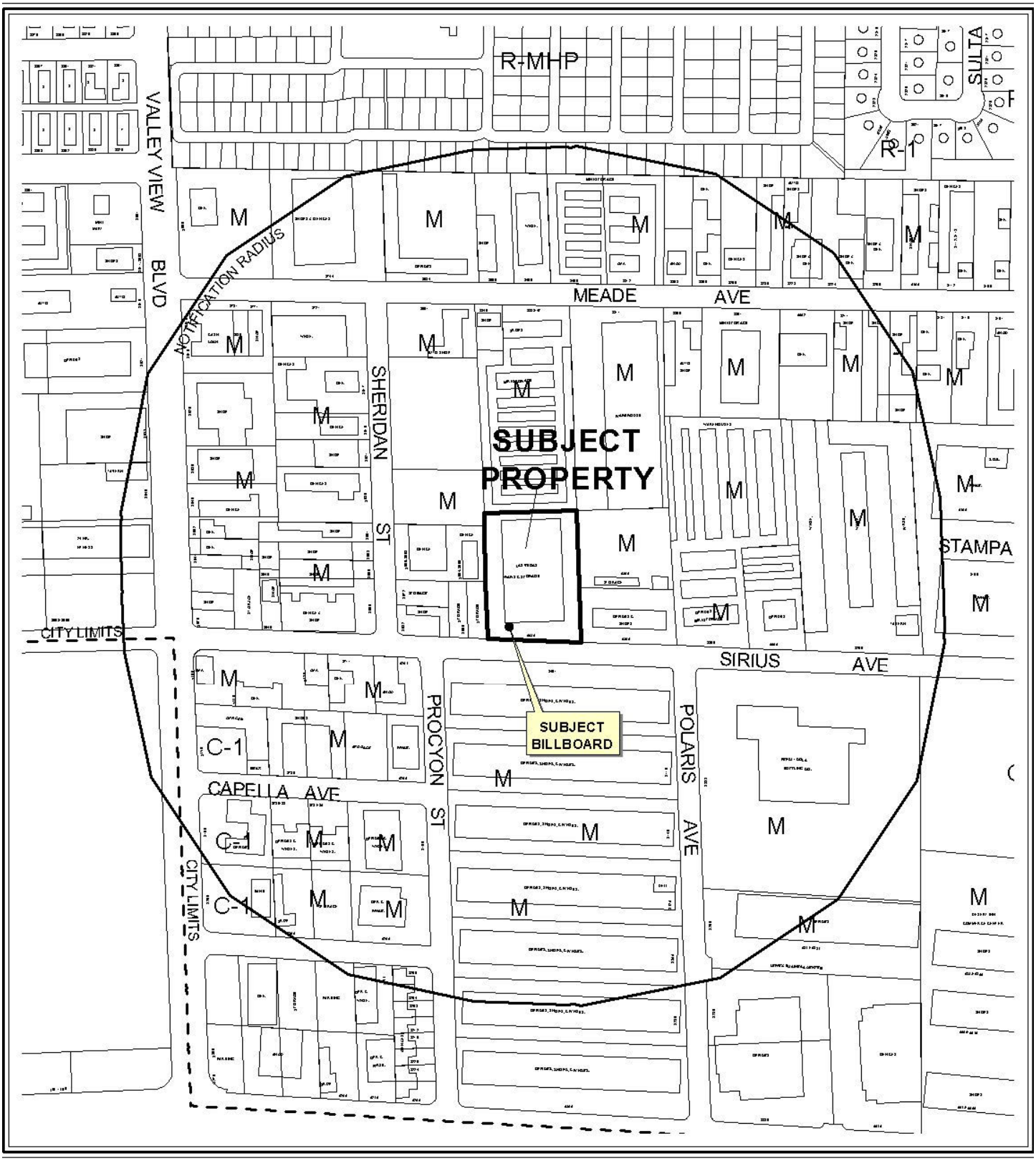
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-35793 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC - Request for a Required Review of a previously approved Special Use Permit (SUP-4812) FOR A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE SIGN at 3542 Sirius Avenue (APN 162-08-303-027), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 21



0 300 600 Feet

CASE: **RQR-35793**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



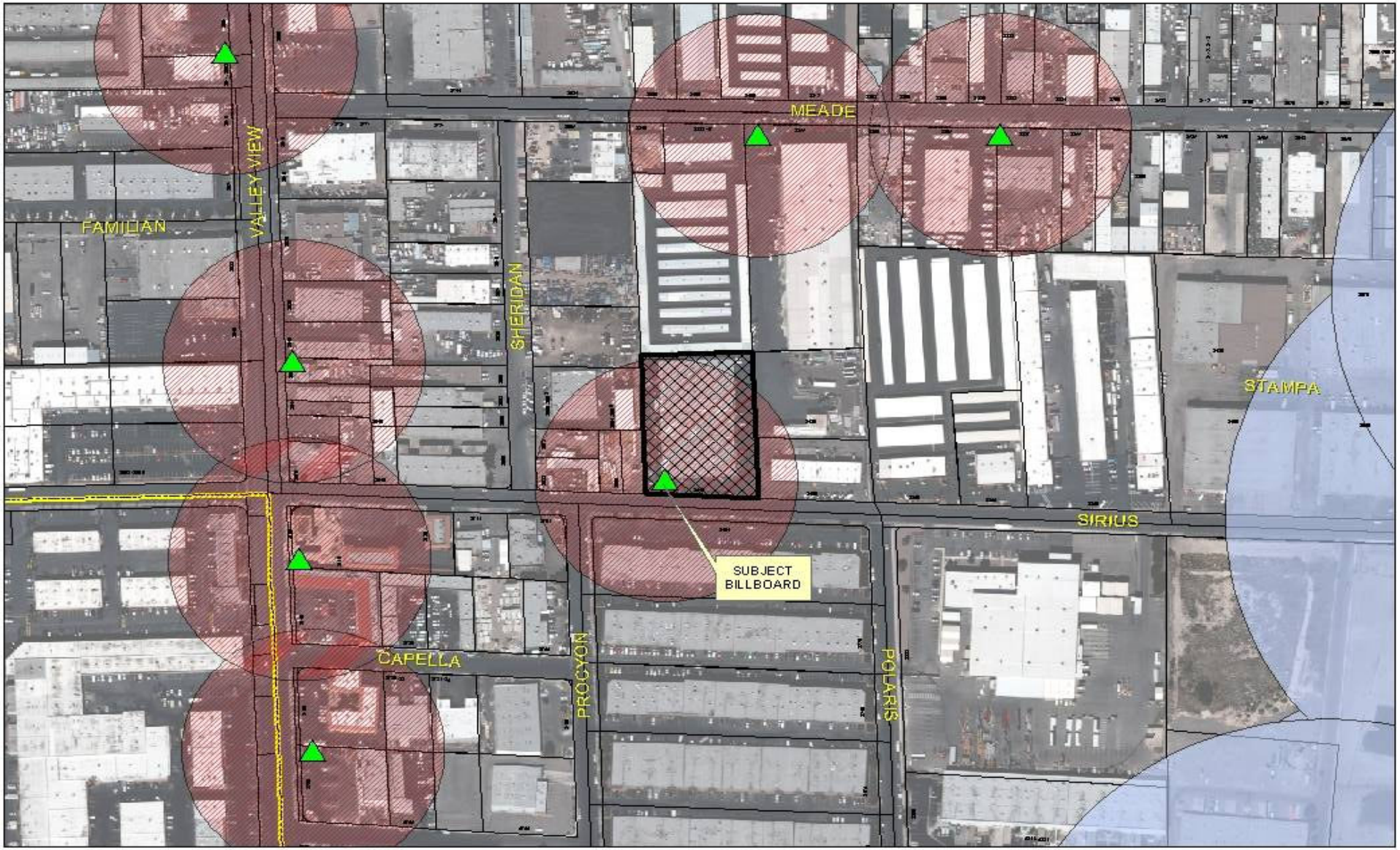
0 300 600 Feet

CASE: **RQR-35793**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-35793

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-35793 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-4811).

2. This Required Review shall be placed on an agenda closest to October 6, 2012, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign is removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing 12-foot by 24-foot Off-Premise Sign at 3542 Sirius Avenue. This is the first Required Review of the subject sign. The applicant has obtained building permits, paid required fees and received a final building inspection approval. The existing sign is in good condition; therefore approval of the request is recommended. If denied, the existing billboard would no longer be permitted on the subject site without a new Special Use Permit.

ISSUES

- The subject billboard was approved through a Special Use Permit (SUP-4812), which was approved by City Council on 10/06/04, subject to a five-year review.
- The subject billboard received its final building permit inspection on 10/16/09.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
10/06/04	The City Council approved a Special Use Permit (SUP-4812), which allowed a 40-foot tall, 12-foot x 24-foot Off-Premise Sign. Planning Commission and staff recommended approval.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #21/gk).
Related Building Permits/Business Licenses	
09/23/09	A building permit (#5005270) was issued for a billboard at 3542 Sirius Avenue. The permit was finaled on 10/16/09.
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Field Check	
09/17/09	Staff conducted a field check of the subject site with the following observations: • Staff identified the subject sign, which is in good condition without graffiti or debris around the subject sign. • There were no embellishments at the time of the inspection.

Details of Application Request	
Site Area	
Net Acres	2.09

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Warehouse	LI/R (Light Industry/Research)	M (Industrial)
North	Mini-Warehouse	LI/R (Light Industry/Research)	M (Industrial)
South	Office, Warehouse	LI/R (Light Industry/Research)	M (Industrial)
East	Office, Storage	LI/R (Light Industry/Research)	M (Industrial)
West	Office, Storage	LI/R (Light Industry/Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	*Code Requirement*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas.	Not located within the public right-of-way or the Exclusionary Zone.	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only.	Located within a M (Industrial) zoning district.	Y

Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	288 SF with no embellishment	Y
Height	No higher than 40 feet from grade at the point of construction	40 Feet	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view	Screened	Y
Distance Separation	At least 750 feet to another Off-Premise Sign and at least 300 feet to the nearest property line of a lot in any "R" zoned district	850 Feet to nearest Off-Premise Sign and 1,250 Feet to nearest residentially zoned property	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground. No residential uses on the site.	Y

ANALYSIS

This is the first Required Review of an approved Special Use Permit (SUP-4812) for a 40-foot high, 12-foot by 24-foot Off-Premise Sign. A site visit was conducted by staff on 09/17/09. The proposed Off-Premise Sign meets all of the requirements set forth by Title 19.14.100. The sign is located within an M (Industrial) zoning district and is not within the Off-Premise Exclusionary Zone. The site inspection revealed that the sign and support structure were in good condition. The subject billboard has a final inspection; therefore approval of the request is recommended.

FINDINGS

The subject Off-Premise Sign is located within an M (Industrial) district. There is no adverse impact regarding the continued use of the sign at this time and the subject billboard has a final inspection; therefore, staff is recommending approval subject to a three year review.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 72 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-35793** APN: 162-08-303-027

Name of Property Owner: Jonathan Park, LLC

Name of Applicant: Las Vegas Billboards

Name of Representative: Greater Nevada Planning

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: A. J. Schwartz

Print Name: A. Jonathan Schwartz

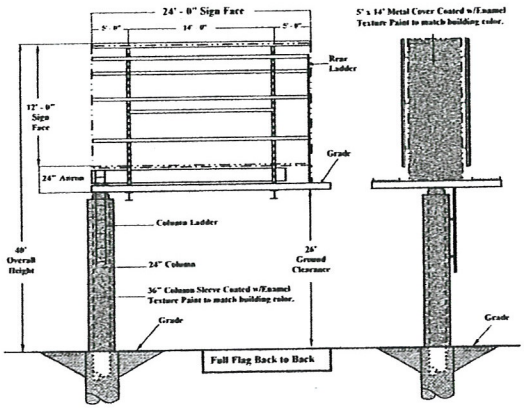
Subscribed and sworn before me

This 26th day of August, 2009

Susan Jean Pacheco

Notary Public in and for said County and State

SUSAN JEAN PACHECO
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 11-26-2011
Certificate No: 91-0015-1



PROPERTY OWNER:	MILTON SCHWARTZ FAMILY TRUST 2293 DUNEVILLE ST. LAS VEGAS, NV 89146-3149
PROPERTY ADDRESS:	3542 SIRIUS AVE. LAS VEGAS, NV 89102
CONTACT:	STEVE RANNEY @ LAS VEGAS BILLBOARDS 5665 S. VALLEY VIEW BLVD. LAS VEGAS, NV 89118 837-7822

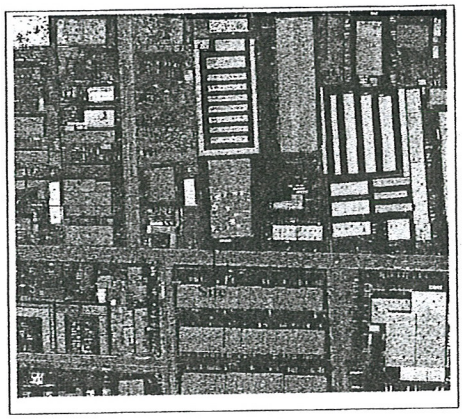
APN: 162-08-303-027
ZONED: M
12' X 24' FULL FLAG, BACK TO BACK
40' OVERALL HEIGHT
NO ADJACENT OFF-PREMISE SIGN WITHIN 300' RADIUS
NO R-E ZONE WITHIN 300'
SCALE 1" = 30'

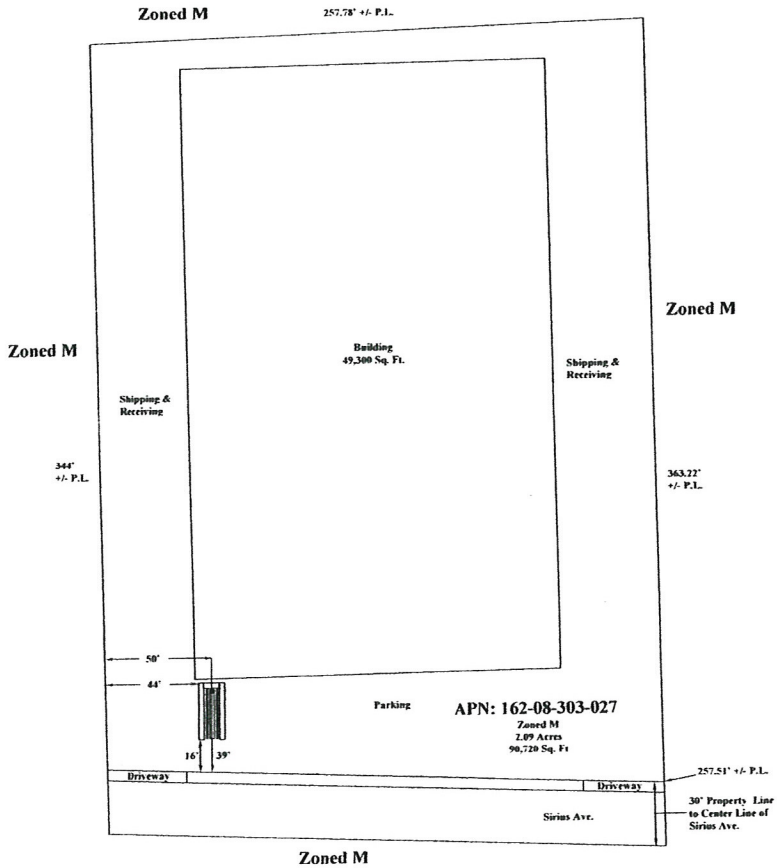
NORTH

SIGN ANALYSIS TABLE

TYPE OF SIGN:	12' X 24' OFF-PREMISE SIGN
SIGN HEIGHT:	40' OVERALL HEIGHT
SIGN WIDTH:	24' OVERALL WIDTH
SIGN AREA:	288' SQUARE FT.
ILLUMINATION TYPE:	HALLOGEN LIGHTING
ANIMATION:	NONE

LOCATION:
16' FRONT SETBACK FROM SIRIUS AVE. TO LEADING EDGE OF SIGN.
29' FRONT SETBACK FROM SIRIUS AVE. TO CENTER OF COLUMN.
44' SIDE SETBACK FROM WEST PROPERTY LINE TO LEADING EDGE OF COLUMN.
50' SIDE SETBACK FROM WEST PROPERTY LINE TO CENTER OF COLUMN.





RECEIVED
AUG 27 2009

RQR-35793
10/22/09 PC



RQR-35793
10/22/09 PC


JONATHAN PARK
3542 SIRIUS AVE.
SUITES A·B·C
LV., NV. 89102
RQR-35793
10/22/09 PC



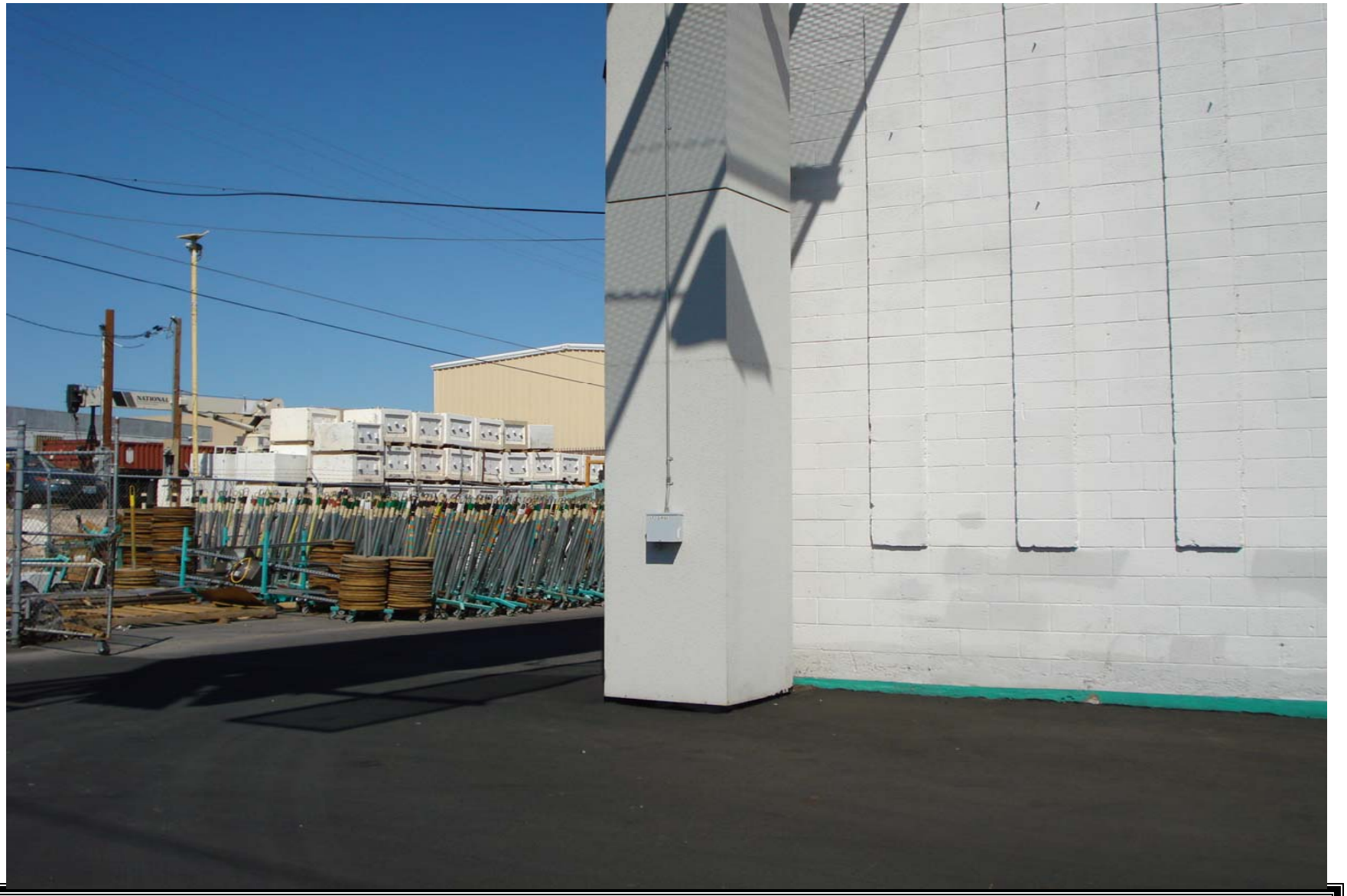
RQR-35793 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC
3542 SIRIUS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



RQR-35793 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC
3542 SIRIUS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



RQR-35793 - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC
3542 SIRIUS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Greater Nevada Planning, Inc.
8610 S. Eastern, Suite 8
Las Vegas, NV 89014

gnpmark@cox.net
702-312-2435
Fax 702-312-3316
Cel 702-332-3021

August 24, 2009

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Carman L. Burney, Agenda Technician
Planning and Development

Subject: Justification Letter

SUP-4812 – Required Five Year Review
3542 Sirius Avenue (APN 162-08-303-027)

Also:

SUP-4811 – Required Five Year Review
3311 Meade Ave (APN 162-08-303-004)

The two above referenced billboards have been well maintained and continue to be a great service where they stand.

We therefore request an extension of time for another period of five years or better.

Sincerely,

GREATER NEVADA PLANNING, INC.

Mark M. Sabraw
STS

Mark M. Sabraw
President

Attachments

RECEIVED
AUG 27 2009

RQR-35793
10/22/09 PC

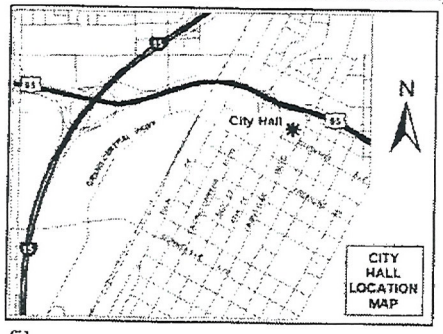
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Oct 25 09 09:04a Richter 702-258-8256 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35793

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 26 2009

RQR-35793 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 43
Las Vegas, Nevada 89102

HAVDS11 89102

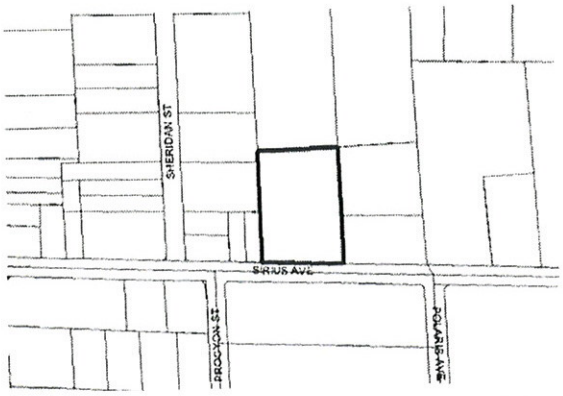
21p

Application Information

RENOTIFICATION - RQR-35793 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS, LLC - OWNER: JONATHAN PARK, LLC - Request for a Required Review of a previously approved Special Use Permit (SUP-4812) FOR A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE SIGN at 3542 Sirius Avenue (APN 162-08-303-027), M (Industrial) Zone, Ward 1 (Tarkanian)

We Have To Many Bill Boards There.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 5, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

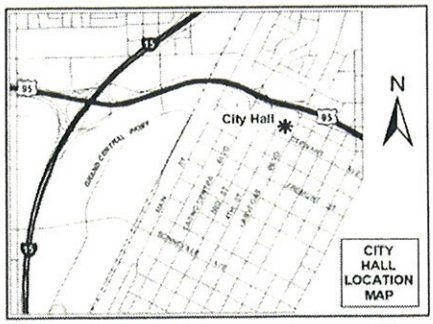
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35793
Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: RQR-35793
16208303008
MARTIN ROBERT E & KAYE B
7045 LAREDO
LAS VEGAS NV 89117-3021

Submitted after final agenda
Date 10/29/09 Item 21P

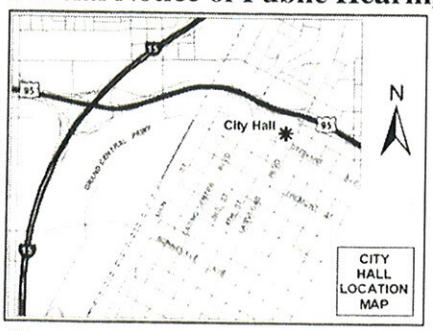
HAVDS11 89117

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35793

Planning Commission Meeting of 11/05/2009

RQR-35793 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 112
Las Vegas, Nevada 89102

HAVDE11 89102

Submitted after final agenda

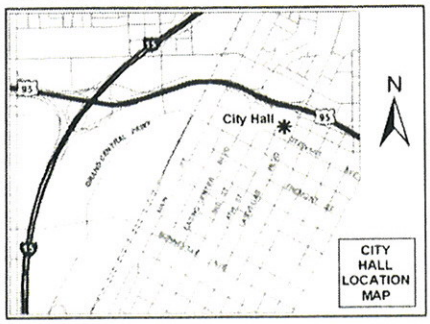
Date 10/29/09 Item 21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35793
Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

Case: RQR-35793

16208301012
J H S L L C
2240 COUNTRY COTTAGE CT
LAS VEGAS NV 89117-1845

HAVOS11 89117

Submitted after final agenda

Date 11/02/09 Item 21P

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

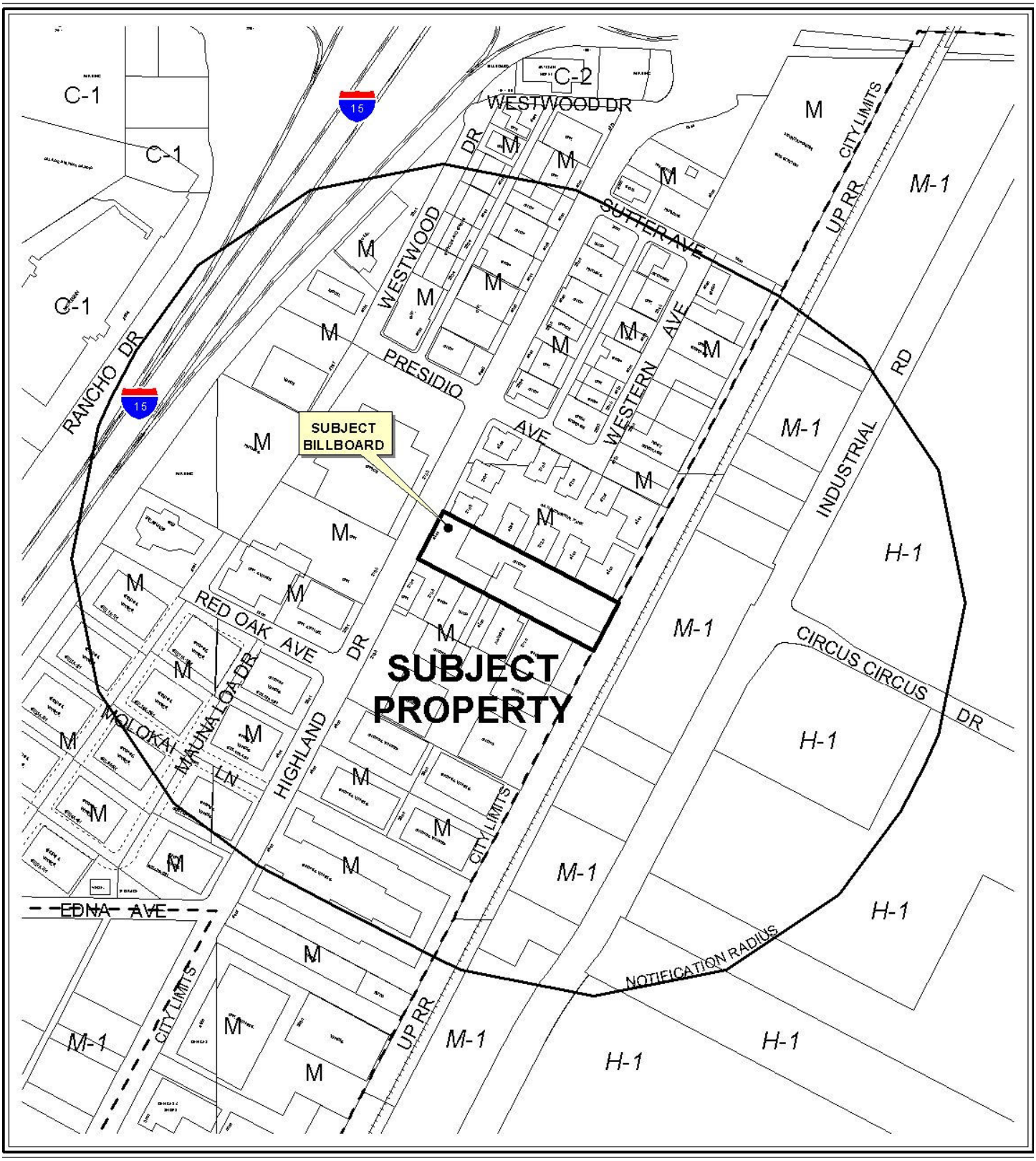
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-35930 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA - Request for Required Review of a previously approved Special Use Permit (SUP-4592) FOR A 40-FOOT TALL, 10-FOOT X 40-FOOT OFF-PREMISE SIGN at 2744 Highland Drive (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-4592
6. Justification Letter
7. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 22



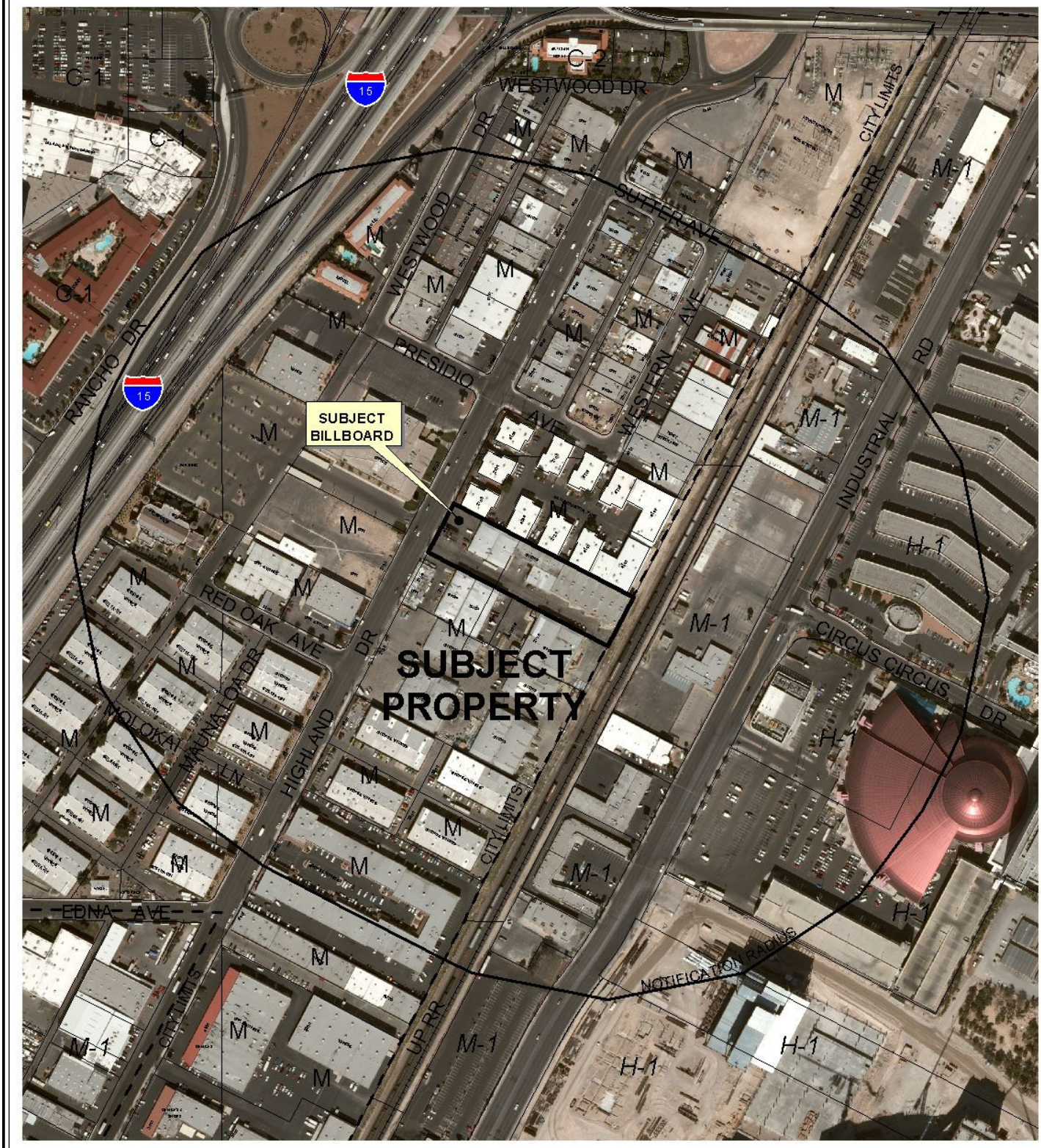
0 400 800 Feet

CASE: **RQR-35930**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



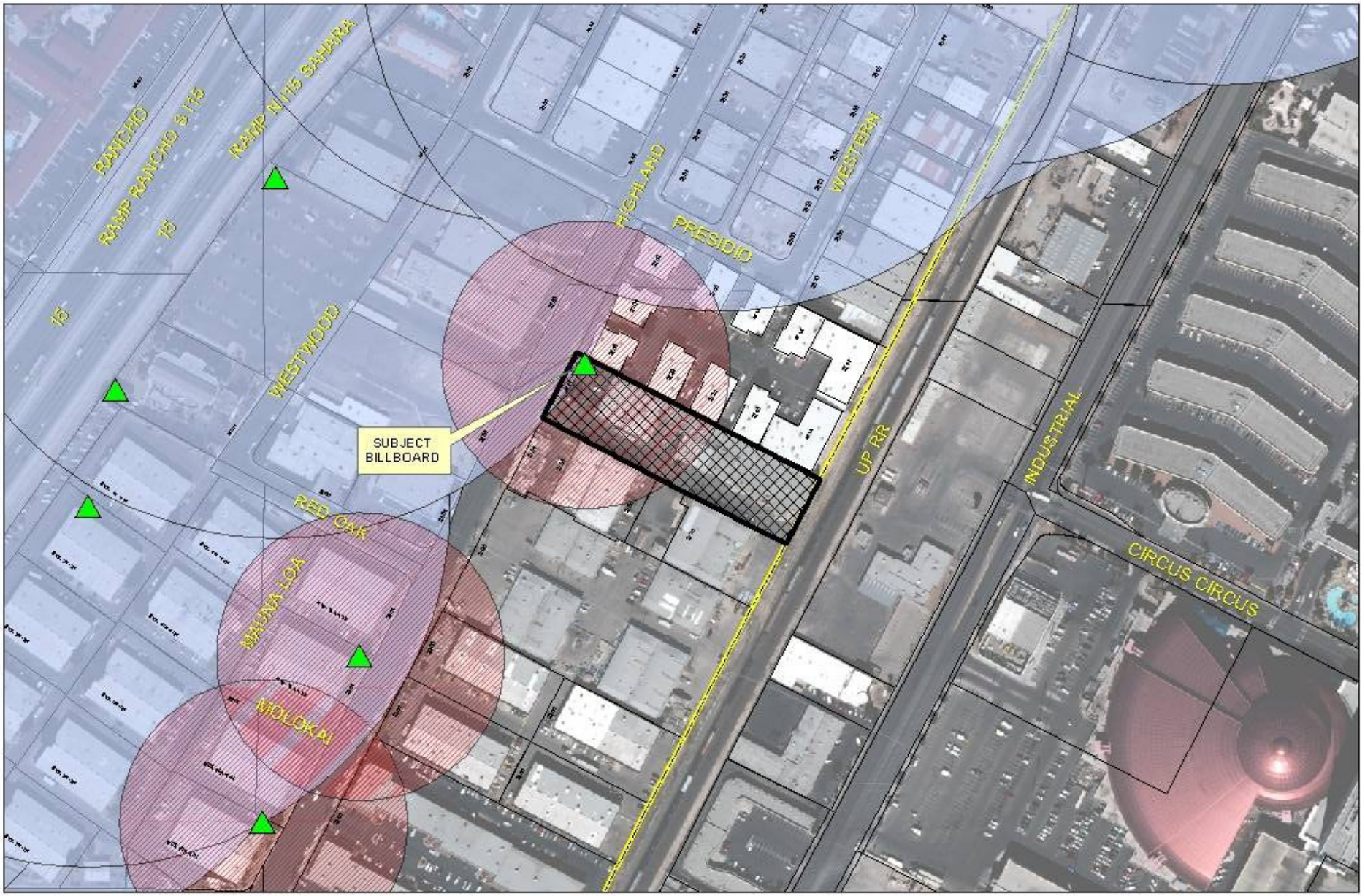
0 400 800 Feet

CASE: **RQR-35930**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-35930

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-35930 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions of Special Use Permit (SUP-4592).

2. All required building permits shall be obtained, fees paid, and final inspections approved within 30 days of final action.

3. This Special Use Permit shall be reviewed in Five (5) years at which time the City Council may require that the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

4. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

6. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

7. The Off-Premise Sign shall be removed upon the commencement of any new development on this site.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains a 40-foot tall, 10-foot by 40-foot Off-Premise Sign along with a 42,672 square-foot industrial building at 2744 Highland Drive. This is the first Required Review of the subject sign which is located on the western portion of the subject parcel adjacent to Highland Drive. If this request is denied, the subject sign must be removed and Special Use Permit (SUP-4592) will be expired.

ISSUES

- Staff cannot support the request, as the subject sign has not received a final inspection, and the permit has expired; therefore, staff is recommending denial. If approved, a condition has been added which will require all required building permits to be obtained, fees paid, and final inspections approved within 30 days of final action.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
01/25/61	The City Council approved a Rezoning (Z-0062-60) from R-E (Residence Estates) to M-1 (Light Industry) on property generally located south of San Francisco Street between Highland Drive and Interstate 15.
10/06/04	The City Council approved a request for a Special Use Permit (SUP-4592) for a 40-foot tall, 10-foot by 40-foot Off-Premise Sign at 2744 Highland Drive. The Planning Commission and Staff recommended approval of the request.
11/16/05	The City Council approved a request for an Extension of Time (EOT-9680) of an approved Special Use Permit (SUP-4592) that allowed a 40-foot tall, 10-foot by 40-foot Off-Premise Sign at 2744 Highland Drive. The Planning Commission and Staff recommended approval of the request.
05/17/06	The City Council approved a request for a General Plan Amendment (GPA-9219) to change the future land use designation to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and Staff recommended approval of the request.
11/19/08	A Code Enforcement citation (#72083) was issued for graffiti on semi trailer at 2744 Highland Drive. The case was resolved on 11/20/08.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #22/jb).
Related Building Permits/Business Licenses	
05/23/06	A Building Permit (#6003603) was issued for a 40-foot tall, 10-foot by 40-foot Off-Premise Sign at 2744 Highland Drive. This sign has not received a final inspection and the permit was expired on 11/26/06.

Pre-Application Meeting
A Pre-Application Meeting was not conducted nor was one required.
Neighborhood Meeting
A Neighborhood Meeting was not conducted nor was one required.

Field Check	
09/17/09	During a routine site inspection, staff observed a well maintained Off-Premise Sign.

Details of Application Request	
Site Area	
Gross Acres	2.01 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Industrial Development	LI/R (Light Industry / Research)	M (Industrial)
North	Industrial Development	LI/R (Light Industry / Research)	M (Industrial)
South	Industrial Development	LI/R (Light Industry / Research)	M (Industrial)
East	Railroad	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Office	C (Commercial)	M (Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Overlay District	X		Y
A-O (Airport Overlay) District – (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located within a public right of-way	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located within a M (Industrial) zoning district	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 400 square feet	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	The sign is 40 feet tall	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	The structural screening of the Off-Premise Sign does not require repainting to match the structural supports	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US-95)	There are no Off-Premise Signs located within 300 feet of the subject sign.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	There are no “R” or “U’ zoned districts within 300 feet	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The billboard is permanently secured to the ground on a M (Industrial)zoned property.	Y

ANALYSIS

This is the first Required Review of a previously approved Special Use Permit (SUP-4592) which allowed a 40-foot tall, 10-foot by 40-foot Off-Premise Sign at 2744 Highland Drive. During a field check of the site, staff found the sign and supporting structure in good condition. There has been no significant change in development or land use since the approval of Special Use Permit (SUP-4592). However, the subject sign has not received a final building inspection and the building permit has expired; therefore, staff is recommending denial of the subject Required Review.

FINDINGS

This is the first review of an Off-Premise Sign that was constructed in 2006. The sign is located in an M (Industrial) zoning district and is not within the Off-Premise Sign Exclusionary zone. Since the subject sign has not received a final building inspection and the building permit has expired, staff is recommending denial of the subject Required Review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 64 by City Clerk

APPROVALS 1

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-35930** APN: 16209202001

Name of Property Owner: John J. Herda

Name of Applicant: Mountain View Estates

Name of Representative: Michael McDonald

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: John J. Herda

Subscribed and sworn before me

This 8th day of Sept, 2009

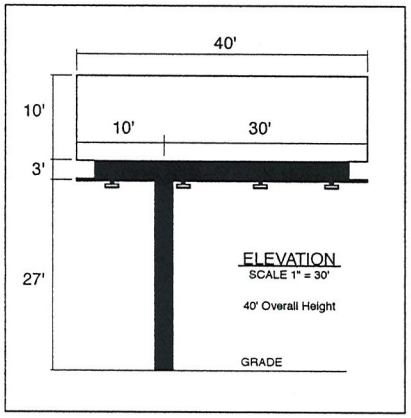
Tina Fagin

Notary Public in and for said County and State

Revised 11-14-06

TINA FAGIN
Notary Public State of Nevada
No. 99-54312-1
My appt. exp. Mar. 29, 2011

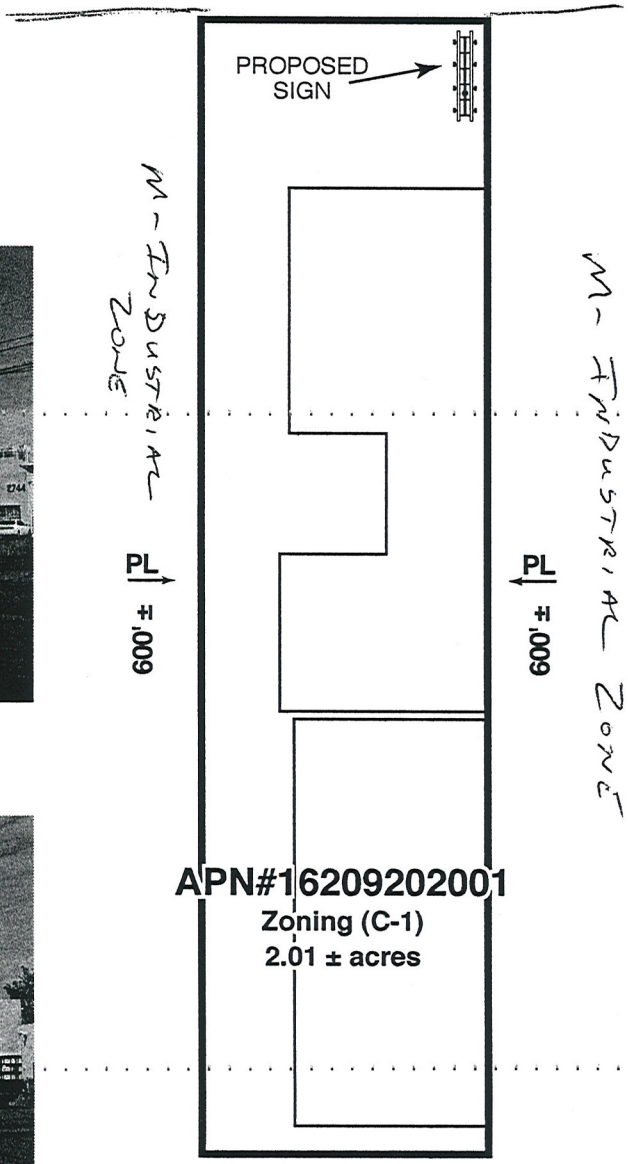
f:\depot\Application Packet\Statement of Financial Interest.doc

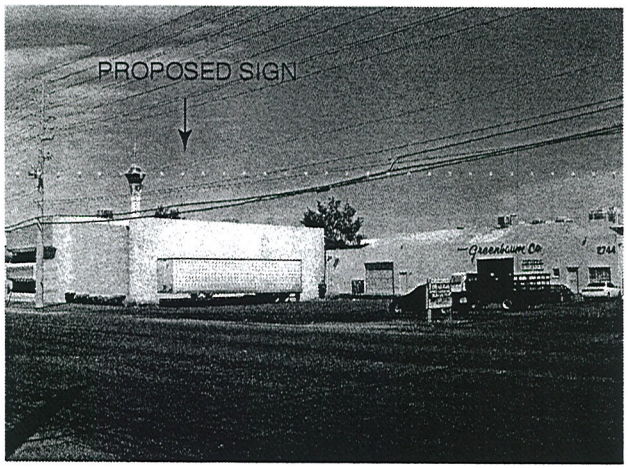




HIGHLAND DR.

TOP VIEW
SCALE 1" = 100'









GENERAL NOTES
1. Not within 300 foot radius of another off-premise billboard.
2. not within 200 foot of an on-premise sign on adjoining property.
3. Not within 300 foot radius of residential use.
4 No parking spaces will be taken for this location.

RECEIVED
SEP 09 2009

RQR-35930
10/22/09 PC

OWNER: NYP CORPORATION			
SCALE: NOTED	APPROVED BY:	DRAWN BY:	
DATE: 05/12/04		REVISED:	
LOCATION: 2744 HIGHLAND DRIVE 89109			
APN#16209202001		DRAWING NO.:	



RQR-35930 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA
2744 HIGHLAND DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



RQR-35930 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA
2744 HIGHLAND DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



RQR-35930 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA
2744 HIGHLAND DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

October 11, 2004

Mr. John Herda
3025 South Highland Drive
Las Vegas, Nevada 89103

RE: SUP-4592 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 6, 2004

Dear Mr. Herda:

The City Council at a regular meeting held October 6, 2004 APPROVED the request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2744 Highland Drive (APN 162-09-202-001), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 7, 2004. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in five (5) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. All of the supporting structure shall be repainted, as required by the Planning and Development Department, within 30 days of final approval by City Council. Failure to perform the required painting may result in fines and/or removal of the off-premise advertising (billboard) sign.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise sign.

5. Only one advertising sign is permitted per sign face.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

RQR-35930
10/22/09 PC

6. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

Public Works

7. The off-premise advertising (billboard) sign shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Michael Luce
Mountain View Estates
5500 East Flamingo Road
Las Vegas, Nevada 89122

RQR-35930
10/22/09 PC

Justification Letter

September 1, 2009

City of Las Vegas
Current Planning Division
731 S. Las Vegas Blvd.
Las Vegas, NV 89101

To Whom it may concern:

We would like to request approval on the 5 year review for a special use permit that allowed us to construct an off premise sign (billboard) on the property located at 2744 Highland Drive. The off premise sign is located in an industrial area that is zoned for the use. The off Premise sign is located more than 300 feet from any other off premise sign located on Highland Drive.

This Billboard meets or exceeds all of the locational provisions outlined in the City of Las Vegas zoning code title 19. We respectfully request your approval on this item.

Thank you for your consideration,



Mike Luce
Mountain View Estates
5500 E. Flamingo Rd.
Las Vegas, NV 89122

RQR-35930
10/22/09 PC

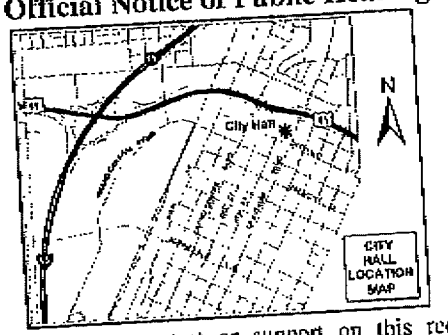
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Oct-14-09 08:32am From-A&B Printing +7027312272 T-480 P.001/001 F-376

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35930

Planning Commission Meeting of 10/22/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.41[4]

02 1M
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Case: RQR-35930

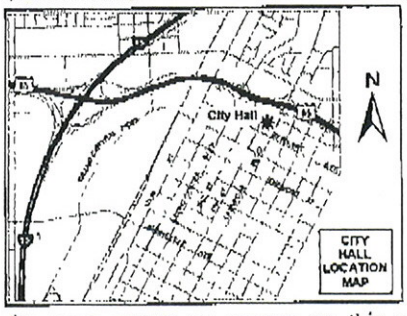
16209202010
POSITIVE SPACE INC
%B ALLEN PHOTOGRAPHY
18 STAR BROOK AVE
HENDERSON NV 89052-6628

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$00.41

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35930
Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: RQR-35930
16209211008
SEDANO AIDA C & HIRAM H
2706 S HIGHLAND DR
LAS VEGAS NV 89109-1004

Submitted after final agenda

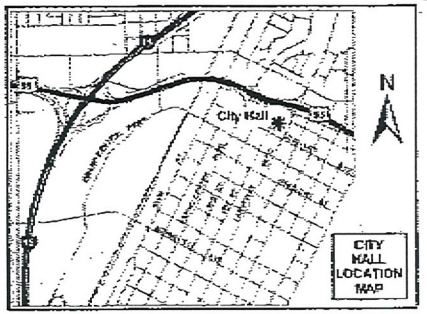
Date 10/29/09 Item 22P

PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35930

Planning Commission Meeting of 11/05/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279216 OCT 23 2009
MAILED FROM ZIPCODE 89101

RECEIVED
OCT 26 2009

Case: RQR-35930
16209202008
KHAZAI SHAHRIAR & ISABELA
%IMPERIOAL DESIGN
14100 KINGSLEY DR
GARDENA CA 90249-3018

HAVDB11 90249

10/26/2009 11:31 1 J

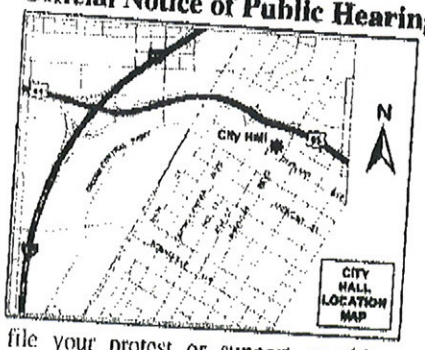
224

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-35930

Planning Commission Meeting of 11/05/2009

16209202013 Case: RQR-35930
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

HAUDS11 89118

Submitted after final agenda

Date 10/29/09 Item 22A

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

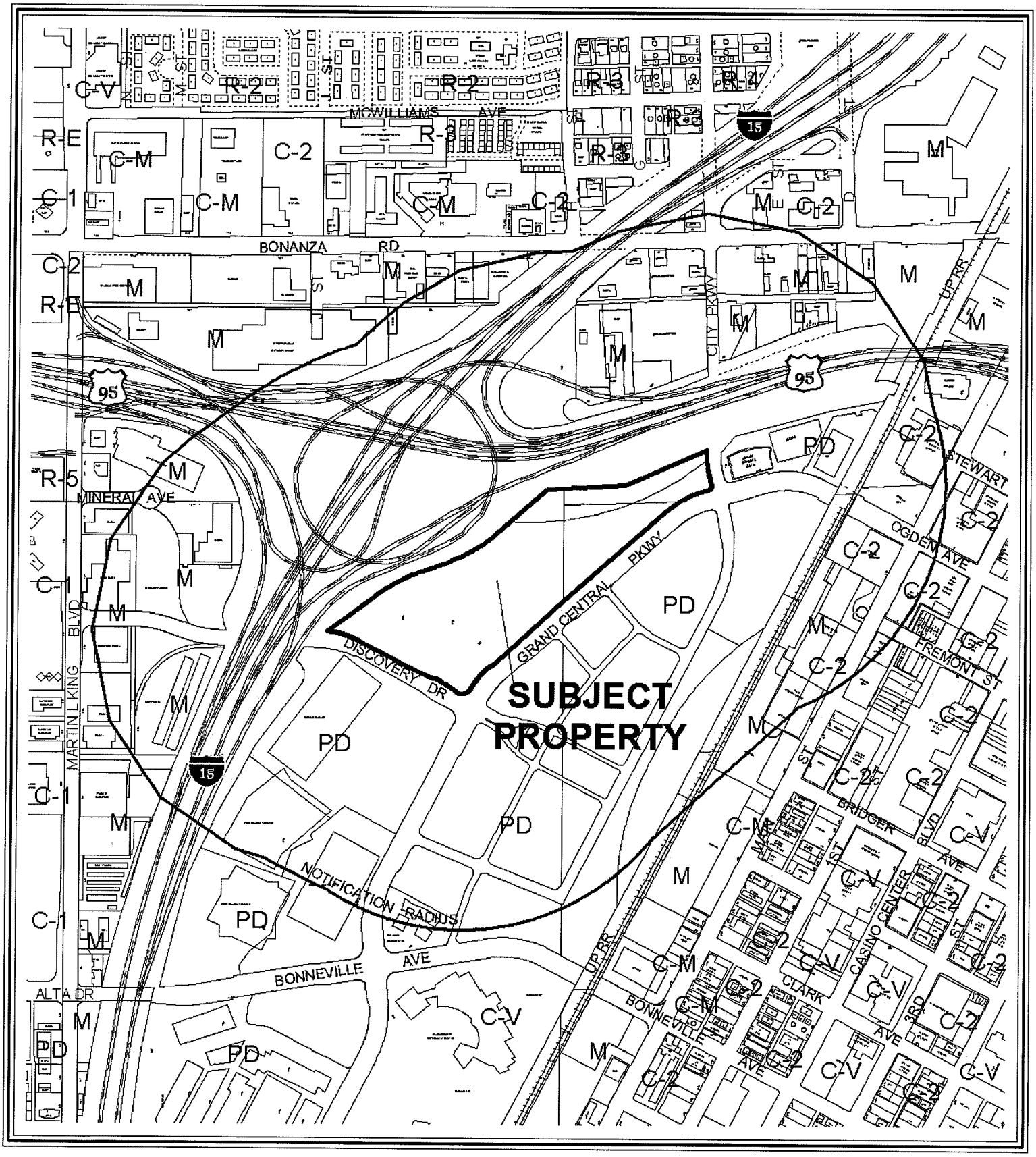
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-36349 - REVIEW OF CONDITION – PUBLIC HEARING - APPLICANT/OWNER: WMC III ASSOCIATES LLC - Request for a Review of Condition Number 5 of a previously approved Site Development Plan Review (SDR-4841) TO ALLOW AN ADDITIONAL FIVE YEARS FOR THE SITE PLAN FOR A 345,670 SQUARE-FOOT TEMPORARY EXHIBIT SPACE on 20.68 acres at 209 South Grand Central Parkway (APNs 139-33-511-004 and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-4841



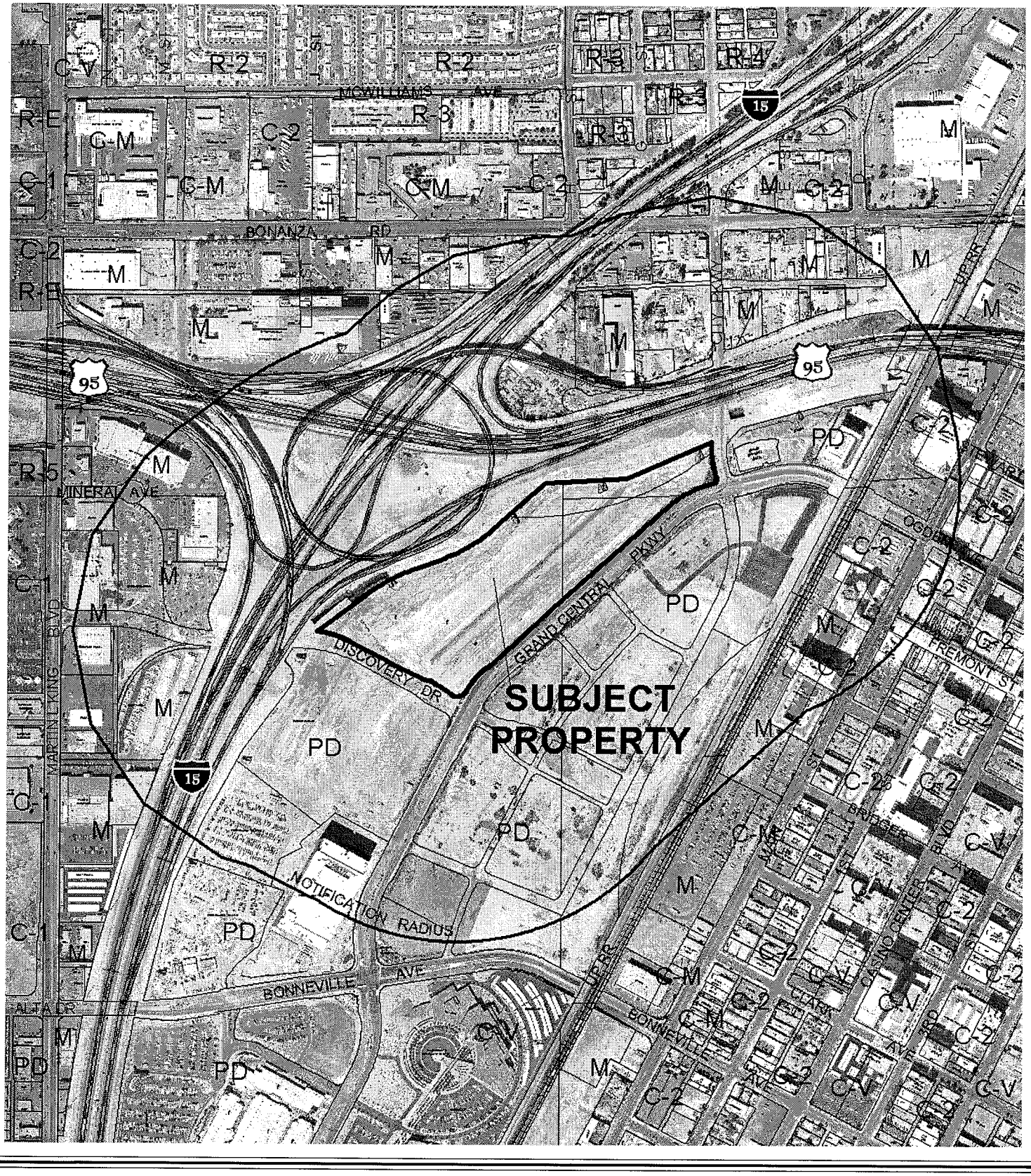
CASE: **ROC-36349**

RADIUS: 1250 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 700 1400 Feet

N



0 700 1400 Feet

CASE: **ROC-36349**

RADIUS: 1250 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-36349 – REVIEW OF CONDITION – SITE DEVELOPMENT PLAN REVIEW – APPLICANT/OWNER: WMC III ASSOCIATES, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. Condition Number 5 shall be amended to read, "Approval of this site plan is for five years, expiring October 7, 2014, with a Required Review at one year from the final action of this Site Development Plan Review, Review of Condition. The City Council reserves the right to revoke the five-year approval at the one-year period if conditions in the area change such that the temporary structures become `incompatible with surrounding development."

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-4841) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Fire Department

3. All fire protection systems must be kept fully operational and in compliance with City Fire Code. The applicant shall maintain the approved fire access to the site.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has 345,670 square feet of temporary exhibit space (tent structures) to store products and displays for the World Market Center. Condition #5 of a previously approved Site Development Plan Review (SDR-4841) limited the approval of this use to five years, expiring on 10/7/09. The applicant is requesting an additional five years to continue using the site for the temporary exhibit space as the economy has slowed the progress of their expansion and that of Symphony Park.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/23/98	The City Council approved a request for a Rezoning (Z-0100-97) on property located along the east side of Interstate 15 between Charleston Boulevard and Interstate 95 from M (Industrial) to P-D (Planned Development) for a future mixed use project. The Planning Commission recommended approval on 05/28/98.
05/16/01	The City Council approved a request for a Site Development Plan Review [Z-0100-97(3)] for a proposed 1,000,000 square-foot commercial development and for a waiver of the off-street parking requirements on approximately 36.11 acres at the northwest corner of intersection of Bonneville Avenue and Grand Central Parkway. The Planning Commission recommended approval on 03/22/01.
10/06/04	The City Council approved a request for a Site Development Plan Review (SDR-4841) for a 345,670 square-foot temporary exhibit space on 30.2 acres at 495 Grand Central Parkway. The Planning Commission recommended approval on 08/26/04.
05/18/05	The City Council approved a request for a Review of Condition (ROC-6466) of a previously approved Site Development Plan Review (SDR-4841) to allow required landscaping to be installed in phases where an overall landscaping plan was required for an approved 345,670 square-foot exhibit space on 30.2 acres at 495 South Grand Central Parkway.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/17/07	The City council approved a request for a Site Development Plan Review (SDR-23606) for a proposed 2,495,091 square-foot commercial center with a waiver of the Downtown Centennial Plan build-to-line standard to allow a 206-foot front setback and the expansion of an approved parking garage on 19.18 acres adjacent to the southwest corner of Grand Central Parkway and Discovery Drive and a 2,306 space temporary parking lot on 18.11 acres adjacent to the northwest corner of Grand Central Parkway and Discovery Drive. The Planning Commission recommended approval on 09/13/07.
03/18/09	The City Council approved a request for a Street Name Change (SNC-32359) from Discovery Drive to Symphony Park Avenue, between Martin L. King Boulevard and Grand Central Parkway. The Planning Commission recommended approval on 02/12/09.
Related Building Permits/Business Licenses	
09/23/05	Building permits (#05006736, #05006737, and #05006738) were issued for permanent electrical for three (3) tent structures at 203, 205, and 207 South Grand Central Parkway. The permits were all finalized on 12/14/05.
Numerous other building permits have been issued and finalized for the tent structures.	
There has not been a business licenses issued for the subject parcels.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	20.68

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Temporary Exhibit Tents	MXU (Mixed Use)	PD (Planned Development)
North	US-95 Freeway and I-15 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Commercial Center and Parking	MXU (Mixed Use)	PD (Planned Development)
East	Undeveloped Land-Proposed Mixed Use Development	MXU (Mixed Use)	PD (Planned Development)
West	I-15 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y

Las Vegas Redevelopment Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Downtown Casino Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site currently has three (3) temporary exhibit structures (tents) that total 345,670 square feet. Three building permits (#05006736, #05006737, and #05006738) were issued for permanent electrical work with all receiving approved final inspections on 12/14/05. Condition #5 of a previously approved Site Development Plan Review limited the use of the structures to five years, expiring on 10/7/09. All other conditions of approval of the Site Development Plan Review (SDR-4841) have been met. The applicant is requesting the continued use of the temporary exhibit structures for an additional five years as both the World Market Center and Symphony Park projects have progressed at a slower pace than originally anticipated.

FINDINGS

Development and land use in the surrounding area have changed since the approval of the temporary exhibit structures in 2004 to include the construction of a 17-story building at the northeast corner, and entitlements for a 1,600,000 square-foot, 47-story hotel/non-restricted gaming establishment at the southeast corner of City Parkway and Grand Central Parkway.

Staff finds that the continued use of the tents for the requested timeframe will not negatively impact the continued development in the surrounding areas; therefore, staff recommends approval with a five-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-4841) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 50

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-36349** APN: 139-33-511-004, ~~-005~~ 139-27-410-005

Name of Property Owner: WMC III Associates LLC

Name of Applicant: Same as above

Name of Representative: Jonathan P. Leleu

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☐ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jack Kashani

Subscribed and sworn before me

This 8th day of October, 2009

_____

Notary Public in and for said County and State

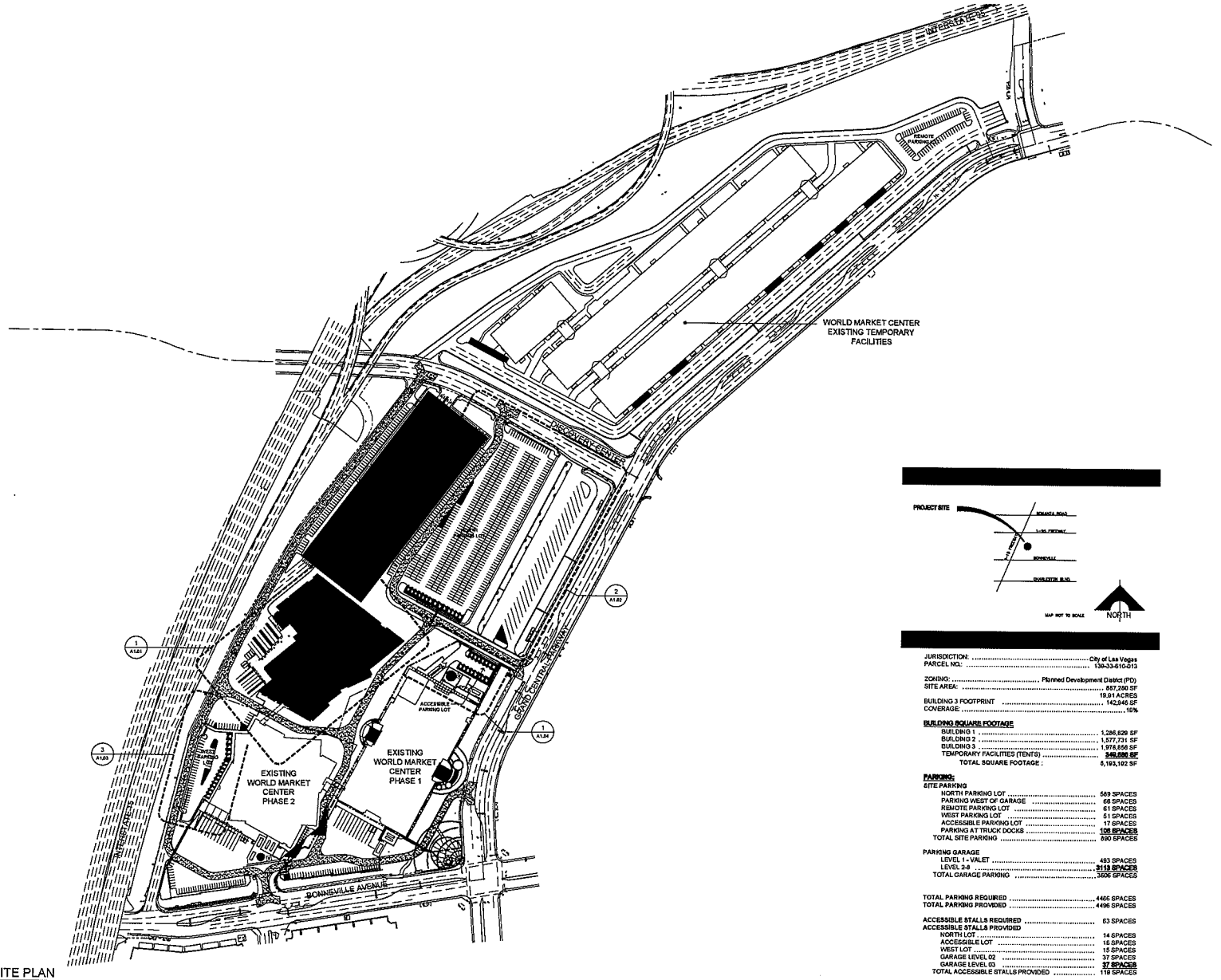
BARBARA RHEA
NOTARY PUBLIC
STATE OF NEVADA
MY COMMISSION EXPIRES 6-14-12
COMMISSION NO: 89-1285-1

Commission # 89-1285-1

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

Expires 6/14/2012



JURISDICTION: ..... City of Las Vegas
PARCEL NO.: 139-33-610-013

ZONING: ..... Planned Development District (PD)
SITE AREA: ..... 857,280 SF
19.61 ACRES
BUILDING 3 FOOTPRINT ..... 142,946 SF
COVERAGE 16%

BUILDING SQUARE FOOTAGE

BUILDING 1	1,286,828 SF
BUILDING 2	1,577,731 SF
BUILDING 3	1,976,856 SF
TEMPORARY FACILITIES (TENTS)	349,686 SF
TOTAL SQUARE FOOTAGE :	6,193,102 SF

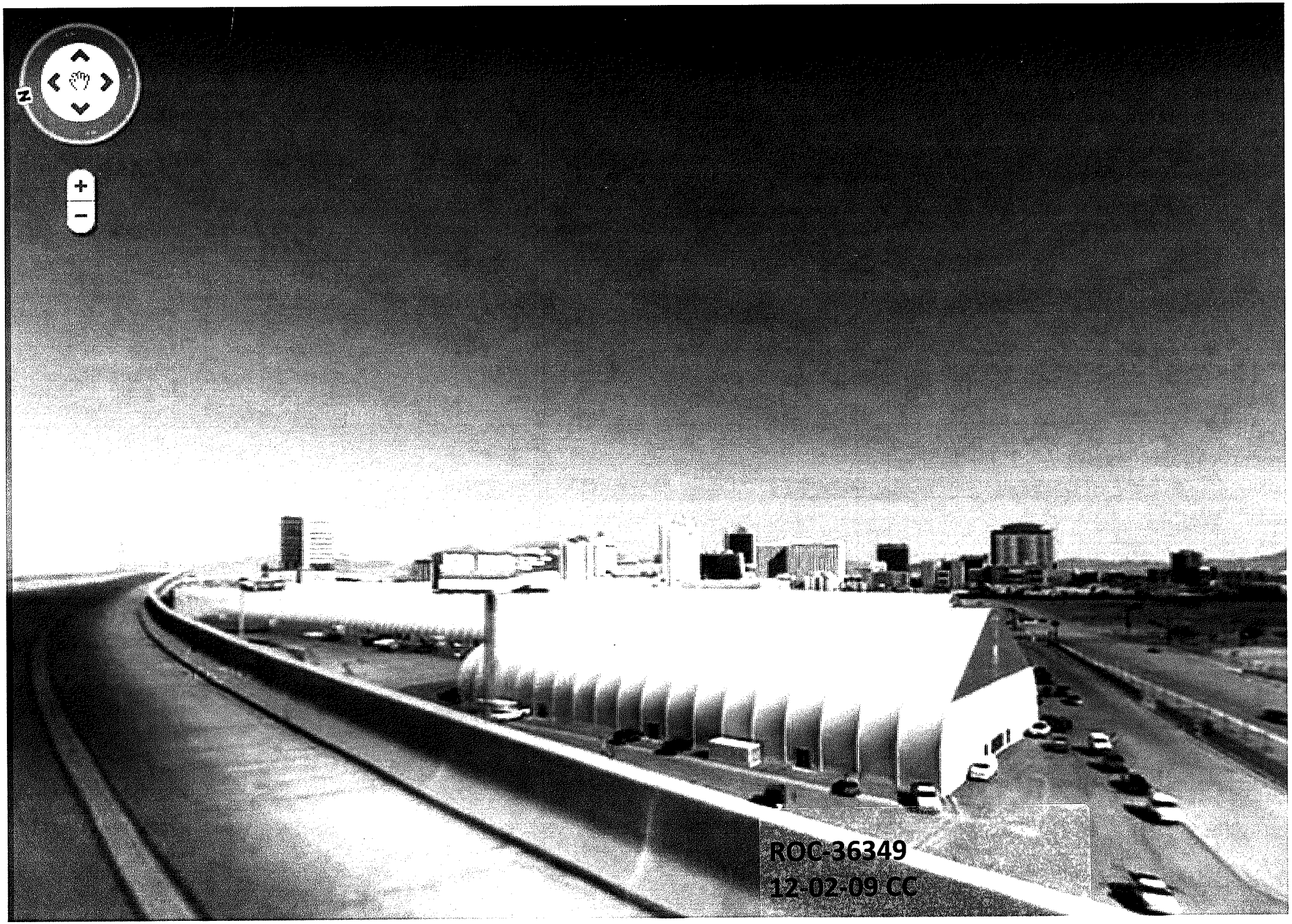
PARKING:

SITE PARKING	
NORTH PARKING LOT	589 SPACES
PARKING WEST OF GARAGE	66 SPACES
REMOTE PARKING LOT	61 SPACES
WEST PARKING LOT	51 SPACES
ACCESSIBLE PARKING LOT	17 SPACES
PARKING AT TRUCK DOCKS	106 SPACES
TOTAL SITE PARKING	890 SPACES
PARKING GARAGE	
LEVEL 1 - VALET	493 SPACES
LEVEL 2-8	3113 SPACES
TOTAL GARAGE PARKING	3606 SPACES
TOTAL PARKING REQUIRED	4496 SPACES
TOTAL PARKING PROVIDED	4496 SPACES
ACCESSIBLE STALLS REQUIRED	63 SPACES
ACCESSIBLE STALLS PROVIDED	
NORTH LOT	14 SPACES
ACCESSIBLE LOT	16 SPACES
WEST LOT	15 SPACES
GARAGE LEVEL 02	37 SPACES
GARAGE LEVEL 03	37 SPACES
TOTAL ACCESSIBLE STALLS PROVIDED	119 SPACES

A MASTER SITE PLAN
Scale 1" = 120'

ROC-36349
12-02-09 CC

RECEIVED
OCT 09 2009


N
ROC-36349
12-02-09 CC

495 S. Grand Central Parkway, Suite 2203 P 702.599.9621 | 888.416.8600 www.LasVegasMarket.com
Las Vegas, NV 89106 F 702.599.9622

WORLD MARKET CENTER LAS VEGAS

October 7, 2009

Mr. Flinn Fagg
City of Las Vegas Planning & Development
731 South Fourth Street
Las Vegas, NV, 89101

Re: ***Justification Letter – WMC III Associates, LLC***
APN **:** ***139-33-511-004, ~~-005~~*** 139-27-410-005
Address **:** ***209 S. Grand Central Pkwy.***
Application **:** ***Review of Conditions for SDR-4841, No. 5***

Dear Mr. Fagg:

This application seeks approval for continued use of temporary structures located within the Las Vegas Centennial Plan.

Site Development Review 4841 grants Applicant approval to construct and use temporary pavilion structures on two adjacent parcels of property referenced above. The approval carries with it several conditions. Among these conditions is a five-year term limit for the site plan. The purpose behind the limited term was Applicant's and the City of Las Vegas' assumption both World Market Center Las Vegas and the "61 acres" would continue development at the same pace as was seen the year the site plan was approved – 2004. The present-day economy has obviously slowed development of the parties' respective projects.

This application seeks approval of the previously-approved site plan for an additional term of five years.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

Jonathan P. Leleu
In-House Legal Counsel for
World Market Center Las Vegas

ROC-36349
12-02-09 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

December 16, 2004

Mr. Jack Kashani
WMCI Associates, Limited Liability Company
350 South Beverly Drive, Suite #330
Beverly Hills, California 90212

RE: SDR-4841 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF OCTOBER 6, 2004

Dear Mr. Kashani:

The City Council at a regular meeting held October 6, 2004 APPROVED the request for a Site Development Plan Review FOR A 345,670 SQUARE FOOT TEMPORARY EXHIBIT SPACE on 30.2 acres at 495 South Grand Central Parkway (APN 139-33-610-004, 139-33-511-003 and 004), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 7, 2004. This approval is subject to:

Planning and Development

1. This Site Development Plan Review shall expire one year from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

2. All City Code requirements and design standards of all City departments must be satisfied.

3. All development shall be in conformance with the site plan and building elevations date stamped 08/03/04, except as amended by conditions herein.

4. Site development to comply with all applicable conditions of approval for Z-0100-97(3) and all other subsequent site-related actions.

5. Approval of this site plan is for 5 years, with a Required Review at one year from the Final Action of this Site Development Plan Review. The City Council reserves the right to revoke the 5 year approval at the one year period if conditions in the area change such that the temporary structures become incompatible with surrounding development.

6. A landscaping plan must be submitted prior to the time application is made for a building permit, to reflect a minimum of 204 24-inch box trees planted a maximum of 20 feet on-center and a minimum of four five-gallon shrubs for each tree within provided planters.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

ROC-36349
12-02-09 CC

7. The landscape plan submitted prior to application is made for a building permit will show that no landscaped area will be turf.

8. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

9. All mechanical equipment, air conditioners and trash areas shall be fully screened (via structural components and landscaping) in views from the abutting streets and highways.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building.

11. A Master Sign Plan shall be submitted for approval of the Planning Commission prior to the issuance of a Certificate of Occupancy for any building on the site.

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

13. A revised traffic study shall be submitted prior to application being made for a building permit for the temporary structures and parking.

Public Works

14. Dedicate those portions of Discovery Drive necessary for the required bus turn out and to align with the existing portion of Discovery Drive west of this site concurrent with onsite development of this site.

15. Construct full-width improvements on Discovery Drive (aka World Drive) through this site concurrent with development of any portion of the project that abuts Discovery Drive. Also, concurrent with development, remove all substandard improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City standards.

16. All temporary trailers shall be connected to the City of Las Vegas public sewer system.

17. Meet with the Traffic Engineering Representative in Land Development to determine the placement of proposed driveway access acceptable to the City Traffic Engineer prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222A.

18. The traffic study (including parking analysis) shall be completed and approved prior to the start of phase II.

19. A Drainage Plan and Technical Drainage Study for the parcel must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Robert Holgate
Furniture Mart Land Holdings II, Limited Liability Company
495 South Grand Central Parkway
Las Vegas, Nevada 89106

ROC-36349
12-02-09 CC

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

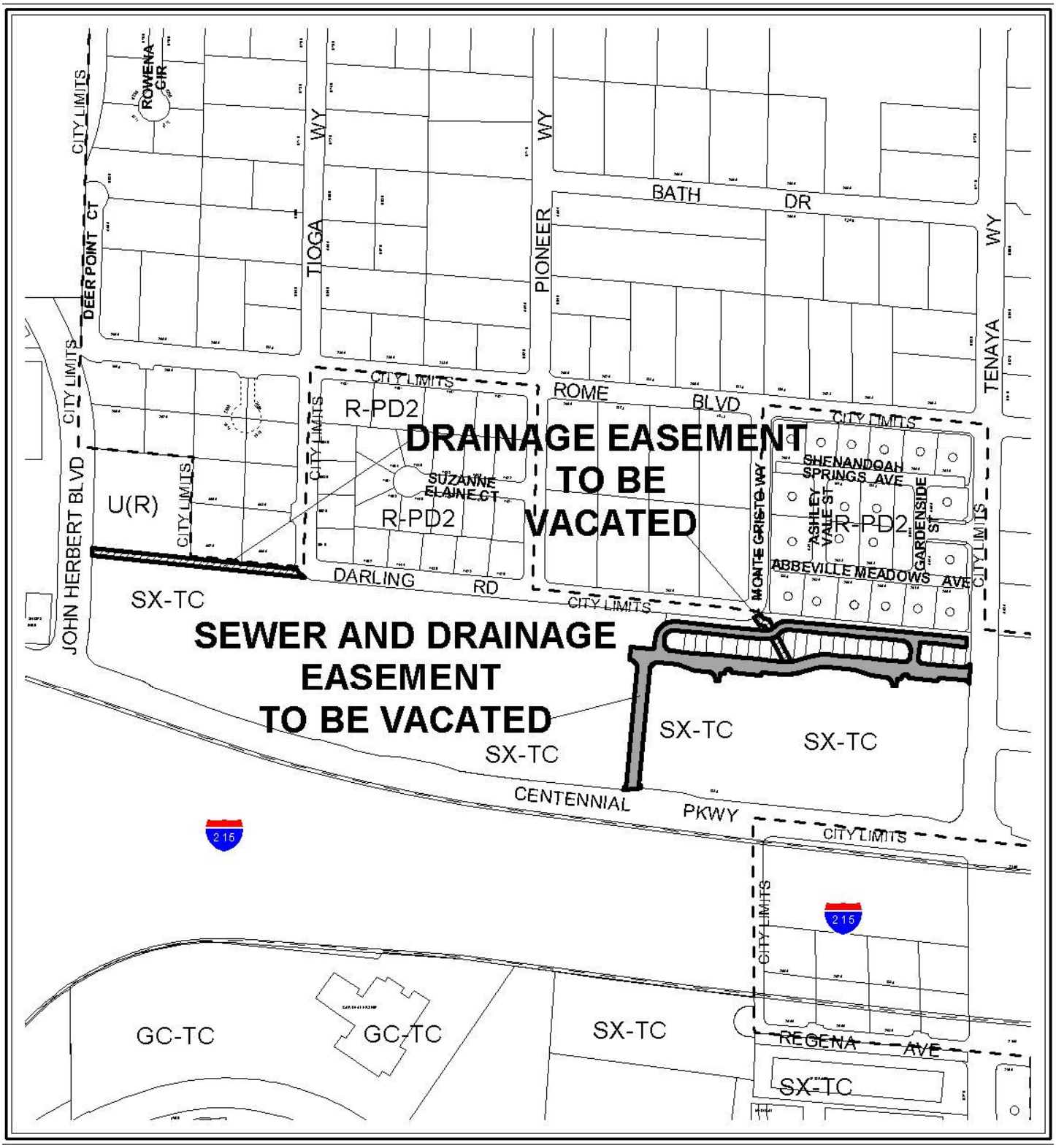
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-36135 - VACATION - PUBLIC HEARING - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC - Petition to Vacate an existing 20-foot wide drainage easement and public sewer easements generally located on the south side of Darling Road, 600 feet west of Tenaya Way, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

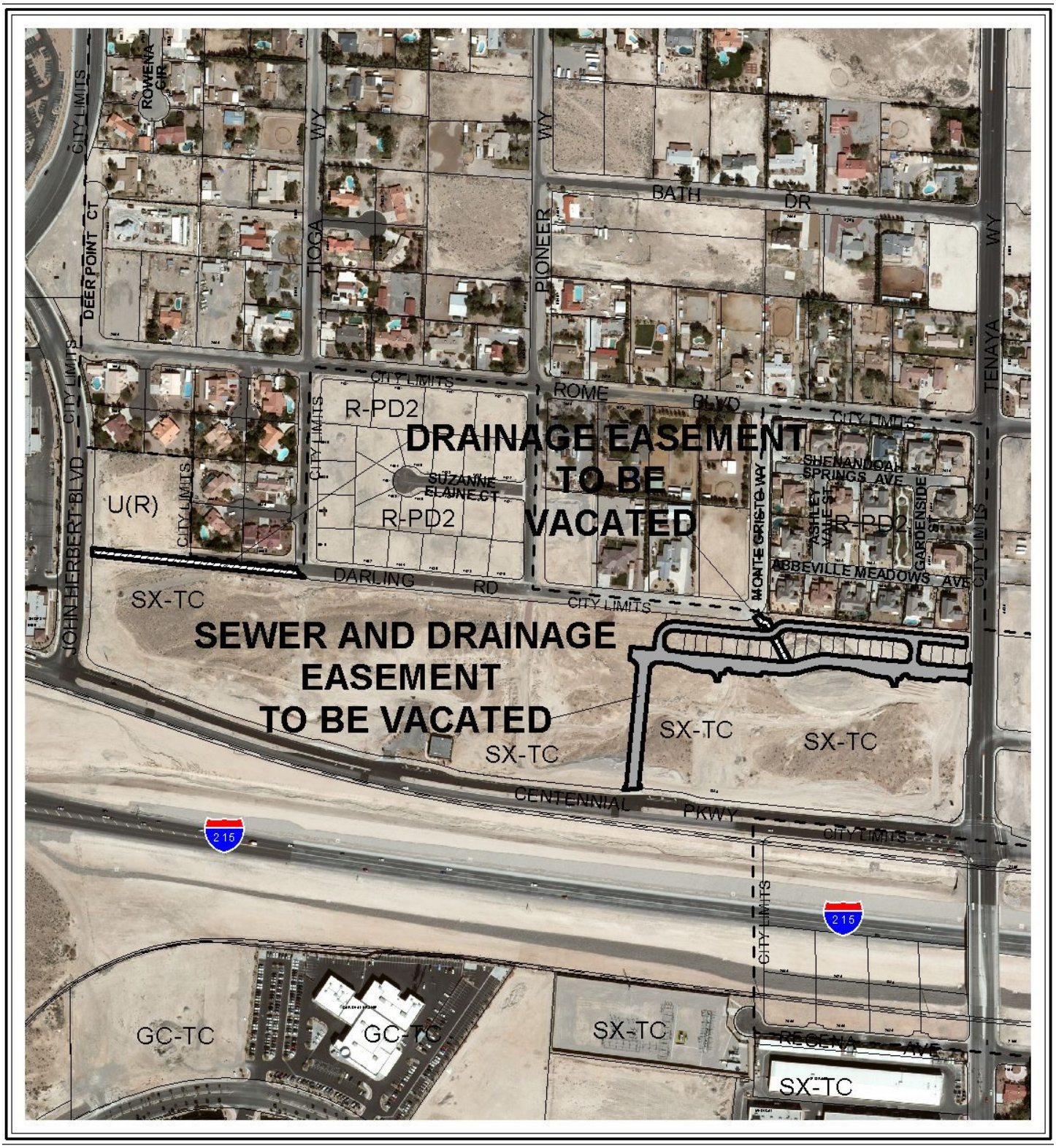
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 10



0 400 800 Feet

CASE: **VAC-36135**

N



0 400 800 Feet

CASE: **VAC-36135**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAC-36135 - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

1. The limits of this Petition of Vacation shall be the drainage and sewer easements generally located South of the Darling Road alignment between John Herbert Boulevard and Tenaya Way granted by document #20071218:03623 also known as the "Final Map of Paxton Walk (AKA Blue Marble Villages) Unit 1."

2. Prior to or concurrent with the recordation of the Order of Vacation, a Reversionary Map or other mapping mechanism such as FMP-36246 shall be recorded to eliminate existing legal parcels that would otherwise leave separate parcels without access to a public sewer easement by this Petition of Vacation.

3. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

4. All development shall be in conformance with code requirements and design standards of all City Departments.

5. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Vacate an existing 20-foot wide drainage easement and public sewer easement generally located on the south side of Darling Road, 600 feet west of Tenaya Way. Since the drainage and public sewer easements are no longer being utilized in their intended form, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/22/99	The City Council approved an Annexation [A-18-98(A)] to annex property generally located north of Centennial Parkway between Buffalo Drive and Tenaya Way, containing approximately 45 acres of land. The Planning Commission and staff recommended approval. The effective date of the annexation was 03/05/99.
12/01/99	The City Council approved a General Plan Amendment (GPA-0041-99) to amend a portion of the Northwest Sector Plan on property located on the north side of Centennial Parkway between Buffalo Drive and Tenaya Way, from R (Rural Density Residential (Town Center Expansion Area), to TC (Town Center); and an amendment to a portion of the Town Center Land Use Plan to allow SX-TC (Suburban Mixed Use) development, Size: 39.00 Acres. The Planning Commission and staff recommended denial.
09/02/02	The City Council approved a Rezoning (Z-0043-00) from U (Undeveloped) Zone [TC (Town Center) General Plan Designation] to T-C (Town Center) of 9.50 acres on the northwest corner of Centennial Parkway and Tenaya Way. The Planning Commission and staff recommended approval.
12/18/02	The City Council approved an Extension of Time (EOT-1124) of an approved Tentative Map (TM-0034-00) for a one-lot commercial subdivision on the northwest corner of the intersection of Centennial Parkway and Tenaya Way.
08/06/03	The City Council approved an Annexation (ANX-2256) to Annex property generally located on the northwest corner of Monte Cristo Way and Centennial Parkway containing approximately 0.94 acres. The Planning Commission and staff recommended approval. The effective date of the annexation was 08/15/03.

08/20/03	The City Council approved a General Plan Amendment (GPA-2549) to amend Map 3 of the Centennial Hills Sector Plan from R (Rural Density Residential) to TC (Town Center) on 0.94 acres adjacent to the northwest corner of Monte Cristo Way and West Centennial Parkway; a Rezoning (ZON-2548) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to T-C (Town Center); and a Vacation (VAC-2552) to Vacate a portion of Monte Cristo Way generally located between Darling Road and Centennial Parkway. The Planning Commission and staff recommended approval of these items.
07/28/04	The Planning and Development Department approved a request for an Extension of Time (EOT-4561) for an approved Vacation (VAC-2552) to Vacate Monte Cristo Way between Darling Road and Centennial Parkway.
07/28/05	The Planning and Development Department approved a request for an Extension of Time (EOT-7244) for an approved Vacation (VAC-2552) to Vacate Monte Cristo Way between Darling Road and Centennial Parkway.
09/07/05	The City Council approved a General Plan Amendment (GPA-7322) to modify Map No. 2 ("Off-Street Multi-Use Transportation Trail Alignments") and Map No. 6 ("Town Center Multi-Use Trail Alignments") of the Transportation Trails Element of the Las Vegas 2020 Master Plan to alter the alignment of a proposed multi-use transportation trail from adjacent to the east side of Pioneer Way and the south side of Darling Road to the north side of Centennial Parkway and the east side of John Herbert Boulevard. Planning Commission and staff recommended approval.
10/19/05	The City Council approved a petition to Vacate (VAC-8650) Pioneer Way between Darling Road and Centennial Parkway, generally located adjacent to the north side of Centennial Parkway, approximately 715 feet east of John Herbert Boulevard. The Planning Commission recommended approval of the request.

01/18/06	The City Council approved General Plan Amendment (GPA-9146) to amend section 3.4.3(B) of the Centennial Hills Sector Plan to allow up to four-story buildings within the SX-TC (Suburban Mixed Use-Town Center) Land Use Designation subject to certain conditions; Major Modification (MOD-9918) of section A.3.D of the Town Center Development Standards Manual to allow a building height of four stories where two stories is the maximum height allowed under certain conditions; Rezoning (ZON-9908) from U (Undeveloped) Zone [TC (Town Center) General Plan Designation] to T-C (Town Center) on 20.12 acres; Special Use Permit (SUP-9921) for a mixed use development; Vacation (VAC-9923) to Vacate a portion of a 60-foot public right of way generally located on Darling Road between John Herbert Boulevard and Tenaya Way; Vacation (VAC-9922), a petition to vacate a portion of the north half of Centennial Parkway extending west approximately 1,605 feet and a portion of the east half of John Herbert Boulevard north of the Centennial Parkway alignment; Waiver (WVR-10082) to Title 18.12.130 to allow 230-foot long private streets where 150 feet is required; Title 18.12.105 to allow an 18-foot private drive where 24 feet is required; Title 18.12.100 to allow a 24-foot private street where 37 feet is required; and Title 18.12.160 to allow a 180-foot offset where 220 feet is required on property located adjacent to the northwest corner of Monte Cristo Way and Centennial Parkway; and Site Development Plan Review (SDR-9913) for a proposed four-story, mixed-use development with 725 condominium units; 65 townhomes; 35,700 square feet of commercial space; 58,000 square feet of office space; and 15,000 square feet of restaurant space with Waivers of the Town Center Development Standards for building placement and perimeter, parking lot foundation landscaping requirements on the north side of Centennial Hills Parkway between Tenaya Way and John Herbert Boulevard adjacent to the northwest corner of Monte Cristo Way and Centennial Parkway. Staff recommended approval for all related items. The Planning Commission did not have a super majority vote for GPA-9146 and forwarded the item to City Council with a recommendation of denial, and voted for a recommendation of denial for VAC-9923. The Planning Commission recommended approval for all other related cases.
02/09/06	The Planning Commission approved a Tentative Map (TMP-10725) for a Mixed-Use Development consisting of 725 condominium units, 65 town home units, and 1 commercial unit on 35.30 acres at the northwest corner of Centennial Parkway and Tenaya Way. Staff recommended approval.
07/25/06	A Final Map (FMP-15414) was submitted for technical review for “Paxton Walk (aka Blue Marble Villages)”. This map consisted of 65 residential lots and three common element lots. This map was not recorded as there were outstanding issues regarding an incomplete survey.
09/18/06	The Planning and Development Department approved a request for an Extension of Time (EOT-15955) for an approved Vacation (VAC-2552) to Vacate Monte Cristo Way between Darling Road and Centennial Parkway.

01/23/07	The Planning and Development Department approved a request for an Extension of Time (EOT-18688) for an approved Vacation (VAC-8650) that vacated Pioneer Way between Darling Road and Centennial Parkway, generally located adjacent to the north side of Centennial Parkway, approximately 715 feet east of John Herbert Boulevard.
02/23/07	The Planning and Development Department approved a request for an Extension of Time (EOT-19143) for an approved Vacation (VAC-9922) a petition to vacate a portion of the north half of Centennial Parkway extending west approximately 1,605 feet and a portion of the east half of John Herbert Boulevard north of the Centennial Parkway alignment.
	The Planning and Development Department approved a request for an Extension of Time (EOT-19144) for an approved Vacation (VAC-9923) to Vacate a portion of a 60-foot public right of way generally located on Darling Road between John Herbert Boulevard and Tenaya Way.
0917/07	The Planning and Development Department approved a request for an Extension of Time (EOT-24020) for an approved Vacation (VAC-2552) to Vacate a portion of Monte Cristo Way between Darling Road and Centennial Parkway.
11/08/07	The Planning and Development Department approved a request for an Extension of Time (EOT-24591) for an approved Vacation (VAC-8650) that vacated Pioneer Way between Darling Road and Centennial Parkway, generally located adjacent to the north side of Centennial Parkway, approximately 715 feet east of John Herbert Boulevard.
12/18/07	A Final Map (FMP-21718) was recorded for "Paxton Walk (aka Blue Marble Villages) Unit I". This map consisted of 22 townhome units and one common element lots on property located at the northwest corner of Centennial Parkway and Tenaya Way.

06/18/08	The City Council approved a request for an Extension of Time (EOT-28064) for an approved Special Use Permit (SUP-9921) for a four-story mixed-use development adjacent to the northwest corner of Monte Cristo Way and Centennial Parkway; an Extension of Time (EOT-28066) for an approved Waiver (WVR-10082) to Title 18.12.130 to allow 230-foot long private streets where 150 feet is required; Title 18.12.105 to allow an 18-foot private drive where 24 feet is required; Title 18.12.100 to allow a 24-foot private street where 37 feet is required; and Title 18.12.160 to allow a 180-foot offset where 220 feet is required on property located adjacent to the northwest corner of Monte Cristo Way and Centennial Parkway; an Extension of Time (EOT-28067) for an approved Site Development Plan Review (SDR-9913) for a proposed four-story, mixed-use development with 725 condominium units; 65 townhomes; 35,700 square feet of commercial space; 58,000 square feet of office space; and 15,000 square feet of restaurant space with Waivers of the Town Center Development Standards for building placement and perimeter, parking lot foundation landscaping requirements on the north side of Centennial Hills Parkway between Tenaya Way and John Herbert Boulevard adjacent to the northwest corner of Monte Cristo Way and Centennial Parkway. Staff recommended approval these the requests.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #10/jb).
Related Building Permits/Business Licenses	
No relevant building permit or licensing history exists pertaining to this request.	
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
10/01/09	During a routine site inspection staff observed a well-maintained undeveloped site.

Details of Application Request	
Site Area	
Gross Acres	35.70

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	T-C (Town Center)	T-C (Town Center) [SX-TC (Suburban Mixed Use – Town Center) – Special Land Use Designation]
North	Undeveloped	RNP (Rural Neighborhood Preservation)	R-E (Rural Estates Residential) – Clark County Designation
	Single-Family Residences	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units Per Acre)
South	Right-Of-Way/ (I-215)	Right-Of-Way/ (I-215)	Right-Of-Way/ (I-215)
East	Undeveloped	O (Office)	O (Office)
	Undeveloped	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
West	Shopping Center	T-C (Town Center)	T-C (Town Center) [SX-TC (Suburban Mixed Use – Town Center) – Special Land Use Designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C Town Center District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

A request has been submitted by Blue Marble Development to Vacate an existing 20-foot wide drainage easement and public sewer easement generally located on the south side of Darling Road, 600 feet west of Tenaya Way.

The above property is legally described as situated in the City of Las Vegas, Clark County, Nevada lying within the south one half of Section 22, Township 19 South, Range 60 East, M.D.M., being a portion of private maintenance common Lot 67 as shown on the official plat of Paxton Walk (AKA Blue Marble Villages) Unit 1, in the Office of the Clark County Recorder in Book 139 of Plats on Page 13.

ANALYSIS

A) Planning discussion

This is a request to Vacate an existing 20-foot wide drainage easement and public sewer easement generally located on the south side of Darling Road, 600 feet west of Tenaya Way. The applicant has indicated that the Vacation of the easements is necessary to process a Reversionary Map to convert the mapped lots within Book 139 of Plats, Page 13 back to acreage.

B) Public Works discussion

This Vacation application proposes to vacate existing public drainage and sewer easements. As no right-of-way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to send this Vacation request to the utility companies and franchise holders, nor wait for their responses. Since only City easements are involved, any other parties' interests will not be affected.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 18 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-36135 APN: 125-22-412-001 thru 024

Name of Property Owner: Shiron Development, LLC

Name of Applicant: Blue Marble Development

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner Avi Ruimi by Marcia Simon, Attorney in Fact

Print Name: Avi Ruimi by Marcia Simon Attorney In Fact

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

16th (Date) day of September (Month), 2009 (Year), by

(1) Marcia S. Simon (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

PAMALA NASH
Commission # 1690230
Notary Public - California
Ventura County
My Comm. Expires Aug 27, 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.

Further Description of Any Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

VAC-36135
11/05/09 PC



VAC-36135 - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC
SOUTH SIDE OF DARLING ROAD, 600 FEET WEST OF TENAYA WAY
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



VAC-36135 - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC
SOUTH SIDE OF DARLING ROAD, 600 FEET WEST OF TENAYA WAY
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

ADVANCED ENGINEERING

September 21, 2009

City of Las Vegas Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

Re: 7320 W. Centennial Pkwy – APN# 125-22-412-001 thru 024

Justification Letter

Dear City,

On behalf of Shiron Development (owner) and Blue Marble Development (applicant), Advanced Engineering would like to request your review and approval of the proposed vacation.

The applicant is requesting a vacation & abandonment of 20.00 foot wide public drainage easement and the Public Utility Easements (P.U.E's) with NV Energy, Cox Communication, Embarq and the Las Vegas Valley Water District.

Due to the current adverse market conditions, our client would like to vacate all aforementioned easements so they can process a Reversionary map to convert the mapped lots within Book 139 of plats, page 13; back into acreage. The current property configuration was created for a past market that is not viable today and therefore has imposed an undo hardship. We feel the above mentioned request will provide greater flexibility to the future development of the property and its marketability.

We request your approval at the November 20th , 2007 planning commission and look forward to answering any questions you may have prior to planning commission.

If you should require any additional information feel free to call our office at 405-1590.

Sincerely,

Aimee Ignatowicz

Aimee Ignatowicz

Advanced Engineering

RECEIVED
SEP 22 2009

VAC-36135
11/05/09 PC

Consulting Engineers and Planners
4080 E. Lake Mead, Suite C-230, Las Vegas, NV 89115 • Phone (702) 405-1590 • Fax (702) 405-1594
4080 E. Lake Mead Blvd., Ste #C-230 Las Vegas, Nevada 89115 Phone: (702) 405-1590 Fax: (702) 405-1594

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: VAC-36135 - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *November 5, 2009* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 385 7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

Signature

11/5/09
Date

Deirdre Waitt
Please print name

Shiron Development, LLC
Blue Marble Development
Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 11/5/09 Item 10

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

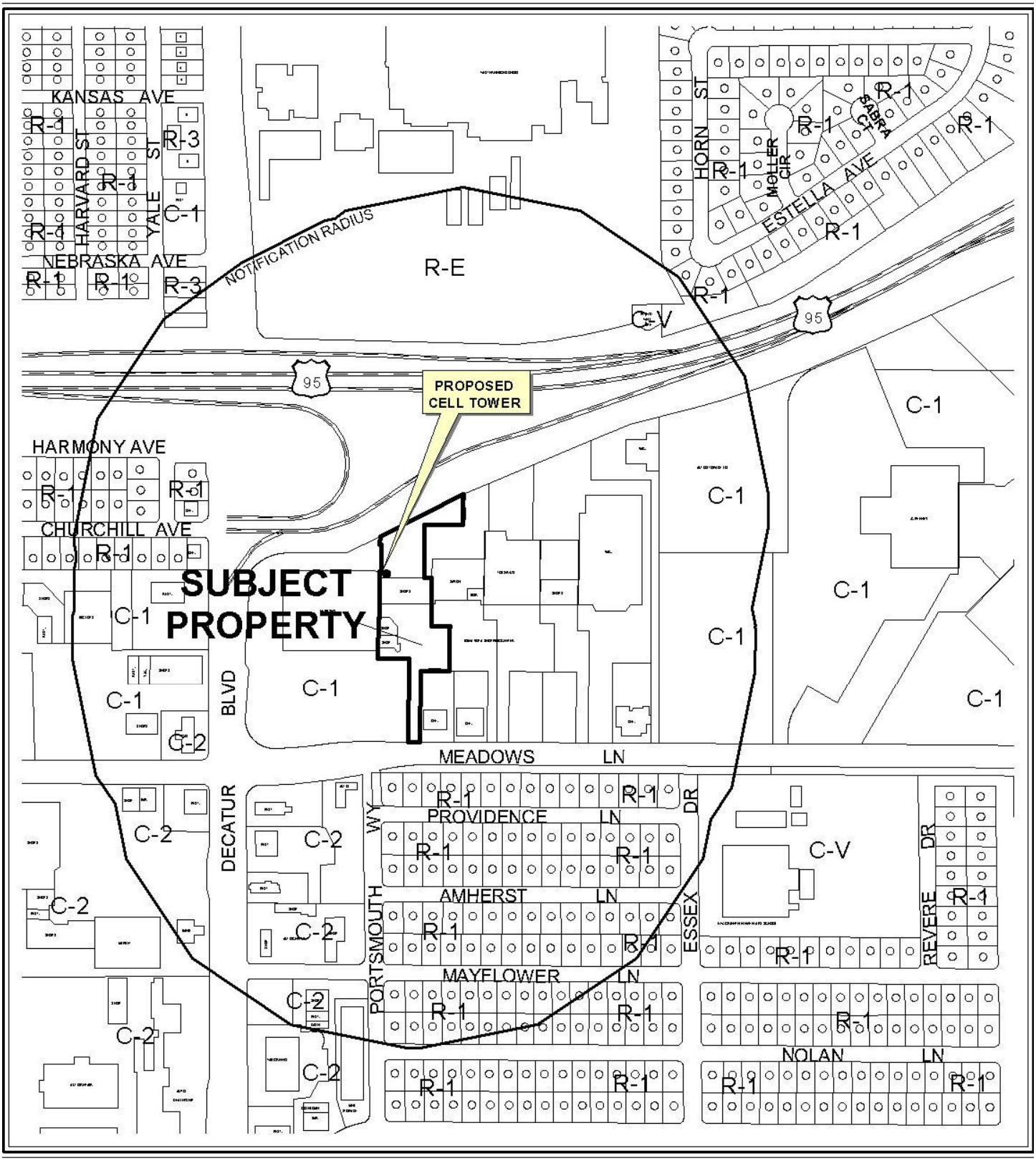
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34016 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**2**
City Council Meeting	**11**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by WFI
7. Protest Postcards
8. Backup referenced from the May 14, 2009 Planning Commission Meeting Item 13



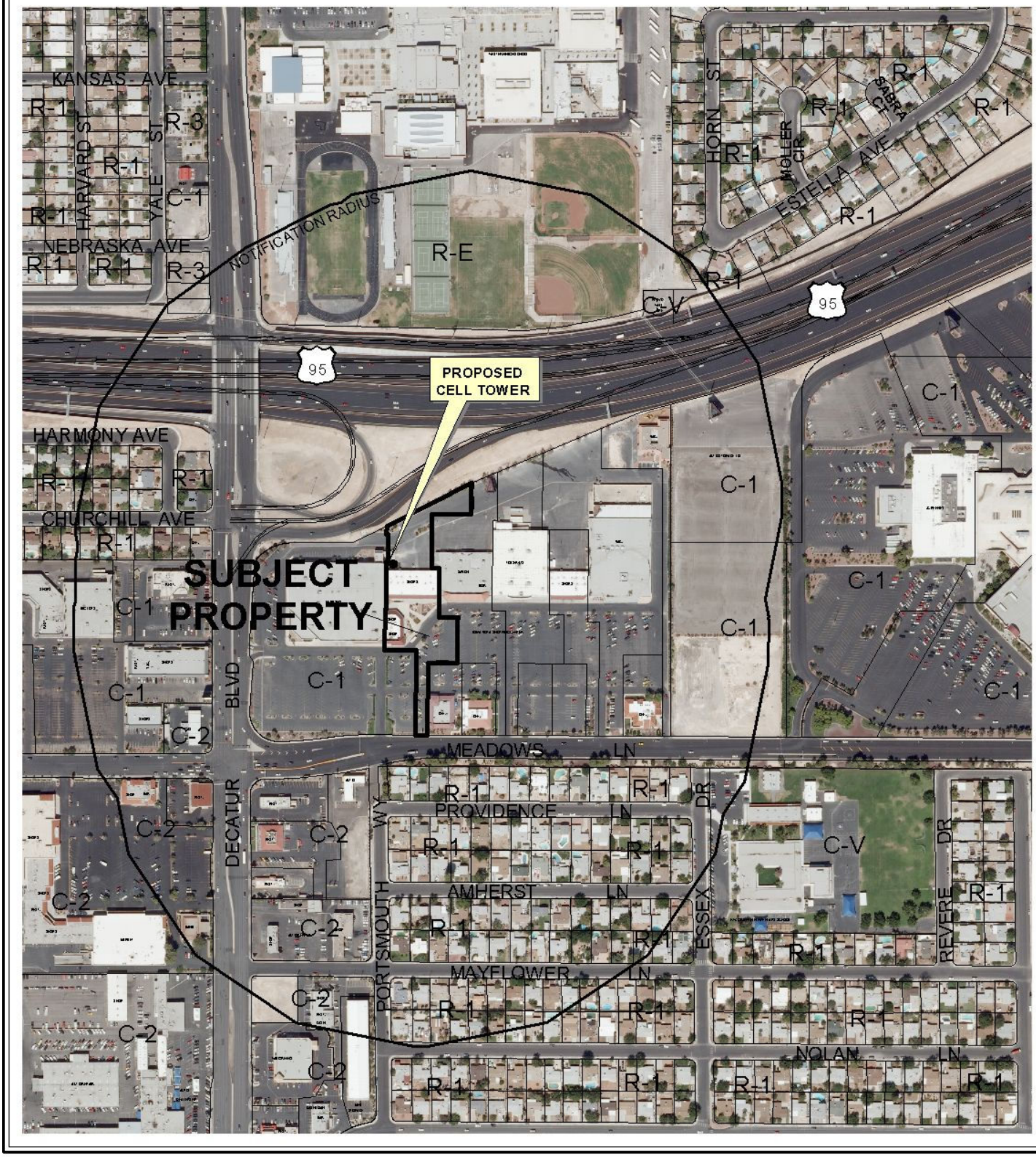
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



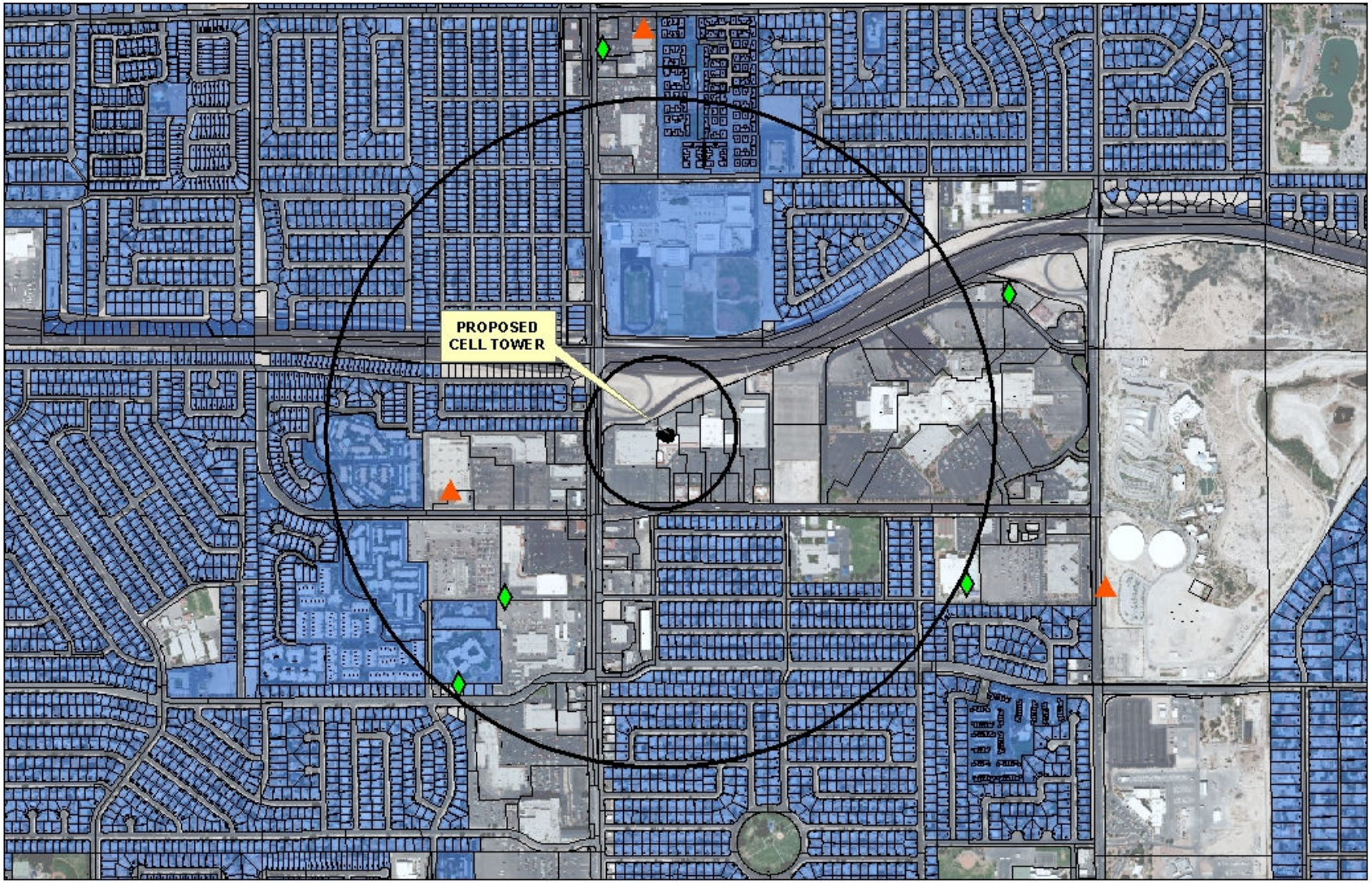
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-34016

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

N

0 700 1,400 2,800 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 4, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE COUNCILWOMAN TARKANIAN.

** CONDITIONS **

The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Wireless Communication Facility, Stealth Design use.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The block wall enclosure shall consists of a decorative block wall with 20% contrasting material at least six feet in height and meeting all requirements of Title 19.12.075.

4. The communications monopole and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. The proposed wireless communications facility shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted bases shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard. The proposed 80-foot cellular facility will provide three small antennas and three microwave dishes at a 75-foot centerline. The antennas will be flush-mounted on the pole and partially camouflaged by the artificial palm fronds. The equipment enclosure consists of an eight-foot tall block wall with a metal gate. The enclosure will house the proposed cellular facility and the associated electrical equipment. The submitted elevations also indicate a future co-location on the proposed cellular facility.

The proposed monopalm complies with all residential adjacency standards as the site is located approximately 585 feet from the closest R-1 (Single Family Residential) zoned property to the west. The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; therefore staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
09/30/04	A deed was recorded for a change of ownership at 4600 Meadows Lane.
03/26/09	Staff denied a request for a Site Development Plan Review (SDR-33206) for a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) at 4640 Meadows Lane.
05/14/09	The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #13/bts).
Related Building Permits/Business Licenses	
1980	The County Assessor's Office indicates a construction date of 1980 for the building located at 4640 Meadows Lane.
Pre-Application Meeting	
03/11/09	The Planning and Development Department meeting was held where the submittal requirements for a Special Use Permit for a Wireless Communication Facility, Stealth Design was discussed. • Previously denied Site Development Plan Review (SDR-33206) • Design and location of the cellular facility and equipment • Residential adjacency concerns
Neighborhood Meeting	
A neighborhood meeting was not required for this application.	

Field Check	
04/09/09	A field check was completed on the indicated date. The site inspection reveled the proposed location of the facility, which is to be located at the rear of an existing commercial building. The overall site was clear of debris.

Details of Application Request	
Site Area	
Net Acres	2.28 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Right-Of-Way (U.S. Highway 95)	Right-Of-Way (U.S. Highway 95)	Right-Of-Way (U.S. Highway 95)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (140-Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 Development Standards

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	99,317 SF	Y
Min. Lot Width	100 Feet	40 Feet	N
Min. Setbacks			
• Front (South)	20 Feet	559 Feet	Y
• Side (West)	10 Feet	37 Feet	Y
• Corner (East)	15 Feet	122 Feet	Y
• Rear (North)	20 Feet	214 Feet	Y
Max. Lot Coverage	50%	N/A	N/A
Max. Building Height	N/A	80 Feet	Y

Residential Adjacency Standards per Title 19.08.060

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	240 Feet	585 Feet	Y

ANALYSIS

- **Use (Wireless Communication Facility, Stealth Design (Monopalm)**

  Title 19.04 defines a Wireless Communication Facility, Stealth Design as a Wireless Communication Facility that is designed to blend into the surrounding environment. Examples include without limitation: antenna tower alternative structures; roof-mounted antennas (with architectural screening when appropriate); building-mounted antennas painted to match the existing structure; antennas integrated into architectural elements (such as steeples or cupolas); antennas and antenna structures designed to look like light poles, flagpoles, or any other camouflaging techniques available on the market; and a cable microcell network which utilizes multiple low-powered transmitters/receivers or repeaters attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

- **Minimum Conditional Use Regulations**

  1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine if the proposed facility conforms to the conditions listed below for this use. If the Director, in his discretion:

a. Approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of approval to the applicant, with a copy to the office of the City Council. Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.
b. Determines that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. No residential use may exist on the property.

3. The design must conform to the definition of the term A Wireless Communication Facility, Stealth Design,@ as set forth in Section 19.20.020 and as determined by the Director.

4. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.

5. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.

6. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

The applicant fails to comply with minimum conditional use regulations, number one. As the applicant fails to comply with minimum conditional use regulations, the subject Special Use Permit is required. The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; therefore staff is recommending approval of this request.

- **Site Plan**

The applicant is proposing an 80-foot Wireless Communication Facility, Stealth Design (Monopalm) and an eight-foot block wall with a metal gate, which will house the associated electrical equipment. The facility is to be located behind an existing Shopping Center adjacent to the northeast corner of Meadows Lane and Decatur Boulevard.

Pursuant to Title 19.08.060 Residential Adjacency Setback Standards require a minimum separation of 240-feet from protected property for a proposed 80-foot Wireless Communication Facility, Stealth Design (Monopalm). The proposed communication facility will be approximately 585-feet from the R-1 (Single Family Residential) district to the west, and approximately 650 feet from the R-1 (Single Family Residential) district to the south. The proposed Wireless Communication Facility, Stealth Design (Monopalm) meets the minimum Residential Adjacency Setback requirements.

- **Elevations**

The elevations indicate a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm). The submitted elevations indicate that the proposed cellular facility will provide three small antennas and three microwave dishes at a 75-foot centerline. The submitted elevations also indicate an area for a future co-location. The elevations also indicate an eight-foot block wall with a metal gate, which will house the associated electrical equipment. A condition of approval has been added, which requires that the proposed block wall comply with Title 19.12 Landscape and Buffer Standards for walls.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a manner that is harmonious and compatible with the existing surrounding area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of land use proposed as the addition of a Wireless Communication Facility, Stealth Design (Monopalm) will not intensify the land use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

Adequate access to the subject site is from Decatur Boulevard a 100-foot Primary Arterial and Meadows Lane a 70-foot Local Street, as defined by the Master Plan of Streets and Highways and Meadows Lane.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The approval of this request would not compromise public health, safety, and welfare or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed 80-foot Wireless Communication Facility, Stealth Design (Monopalm) meets the minimum requirements for a Wireless Communication Facility, Stealth Design

PLANNING COMMISSION ACTION

The Planning Commission determined that the 80' monopalm was not appropriate in this location.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 34

SENATE DISTRICT 3

NOTICES MAILED 147 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34016 APN: 139-31-110-001

Name of Property Owner: LXT4, LLC

Name of Applicant: Clear Wireless, LLC (Clearwire - Alex Blasscyk)

Name of Representative: Wireless Facilities, Inc. (Matthew Steadman)

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Thu Xuan Le

Subscribed and sworn before me

This 25th day of March, 2009

_____

Notary Public in and for said County and State

NADINE DA ROZA
Commission # 1581470
Notary Public - California
San Benito County
My Comm. Expires Jun 20, 2009

Revised 11-14-08

I:\depot\Application Packet\Statement of Financial Interest.pdf

clearwire®
U.S., L.L.C.

NV-LSV618D
LXT 4 LLC

4640 MEADOWS LANE
LAS VEGAS, NEVADA 89107
APN# 139-31-110-001

CONSULTANT TEAM

ENGINEERING SERVICES:

CMX
2800 W SAHARA AVE SUITE F BUILDING 2
LAS VEGAS, NV 89102
CONTACT: TANNER YOUNG
E-MAIL: TYOUNG@CMXENGINEERING.COM
OFFICE: (702)220-5172 X109
MOBILE: (702)540-6213

ZONING MANAGER:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: MATTHEW STEADMAN
E-MAIL: matthew.steadman@wfinet.com
PHONE: (702) 501-4851 FAX:(702) 586-3685

CONSTRUCTION MANAGER:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: BOB BIRON
E-MAIL: robert.biron@wfinet.com
PHONE: (702) 588-2961 FAX:(702) 586-3685

SITE ACQUISITION:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: MATTHEW STEADMAN
E-MAIL: matthew.steadman@wfinet.com
PHONE: (702) 501-4851 FAX:(702) 586-3685

POWER:
NEVADA POWER COMPANY
(702) 633-8400

TELEPHONE:
EMBARQ
702-361-3332

APPLICABLE CODES

JURISDICTION: CITY OF LAS VEGAS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2005 EDITION
EIA/TIA-222-F STANDARDS FOR BROADCAST STRUCTURES LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

VICINITY MAP



COORDINATES: (NAD 83) LATITUDE: 36.171811 LONGITUDE: -115.204250

DRIVING DIRECTIONS

Start out going EAST on MARY CREST RD toward N GIBSON RD. 0.1 mi Map

TURN LEFT ONTO N GIBSON RD.
TURN RIGHT ONTO AUTO SHOW DR.
MERGE ONTO US-95 N VIA THE RAMP ON THE LEFT.
TAKE THE DECATUR BLVD EXIT, EXIT 79. 0.5
TAKE THE DECATUR BLVD RAMP. 0.2
TURN LEFT ONTO N DECATUR BLVD. 0.3
TURN LEFT ONTO MEADOWS LN. 0.2 MI
END AT 4640 MEADOWS LN LAS VEGAS, NV 89107-2909

SPECIAL INSPECTIONS

SPECIAL INSPECTIONS ARE REQUIRED FOR THE TYPES OF WORK DESCRIBED BELOW:

1. HIGH-STRENGTH BOLTS.

PROJECT SUMMARY

APPLICANT/LESSEE

CLEARWIRE US, LLC
4400 CARILLON POINT
KIRKLAND, WASHINGTON 98033
PHONE: 425-216-7600
FAX: 425-216-7900

LOCAL ADDRESS:
1051 MARY CREST ROAD, SUITE K
HENDERSON, NEVADA 89074
CONTACT: ALEX BLASSCYK
PHONE: (702) 273-0609

PROPERTY INFORMATION

OWNER:	L X T 4 L L C 4640 MEADOWS LN LAS VEGAS, NV 89107
JURISDICTION	CITY OF LAS VEGAS
ASSESSORS PARCEL NUMBER:	139-31-110-001
CURRENT ZONING:	C-1
PROPOSED AREA OF CONSTRUCTION:	587.500 SQ. FT.
EXISTING OCCUPANCY:	N/A
PROJECT OCCUPANCY:	NONE
TYPE OF CONSTRUCTION:	U
PROJECT INFORMATION	
EQUIPMENT LOCATION:	OUTDOOR
ANTENNA LOCATION:	NEW MONOPALM

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN AN 11" X 17" FORMAT. IF PLOTTED SMALLER OR LARGER PLEASE USE THE BAR SCALE AS THE REFERENCE

ACCESSIBILITY DISCLAIMER

THIS PROPOSED PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER IBC 1103.2.9 LISTED AS AN EQUIPMENT SPACE.

SHEET SCHEDULE

T-1	TITLE
A-1	PARCEL PLAN
A-2	ENLARGED SITE PLAN
A-3	ELEVATION

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES THE FOLLOWING:

-NEW CLEARWIRE ANTENNAS MOUNTED ONTO AN NEW 80'-0" HIGH MONOPALM. ANTENNAS TO BE MOUNTED AT 75'-0" HIGH RAD CENTER WITH 1 FLAT PANEL ANTENNA , 1 DAP HEAD PER SECTOR (3 SECTORS TOTAL) WITH UP TO 3 MICROWAVE DISHES AT THE AT SAME RAD CENTER.

-INSTALLATION OF ONE COMMUNICATION CABINET.

-INSTALLATION OF ONE GPS ANTENNA

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

	SIGNATURE	DATE
LEASING		
ZONING		
RF		
CONSTRUCTION		
INTER CONNECT		
LESSOR		
BACKHAUL		

clearwire
U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 2, SUITE F
LAS VEGAS, NV 89102
TEL (702) 228-4901 FAX (702) 228-6336
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	--	--
6	--	--
5	--	--
4	--	--
3	--	--
2	--	--
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:

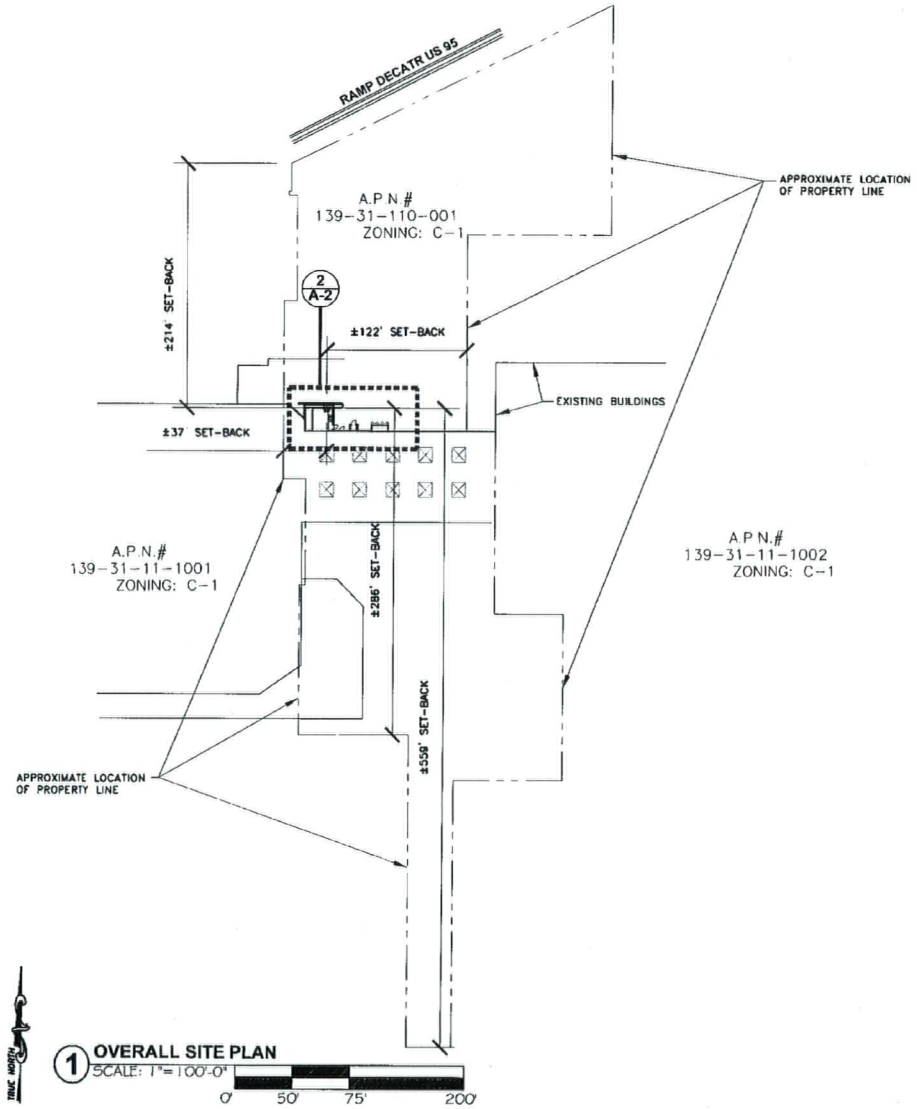
TITLE SHEET

DRAWING SHEET:

T-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



clear Wireless LLC
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 2, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4901 FAX (702) 220-5338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
• NEW YORK • PENNSYLVANIA • TEXAS

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	--	--
6	--	--
5	--	--
4	--	--
3	--	--
2	--	--
1	--	--
0	04/09/09	100% CD'S

DRAWN BY: BG CHECKED BY: RAB

CMX JOB #: 08056210.2

ENGINEERING SEAL:

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:

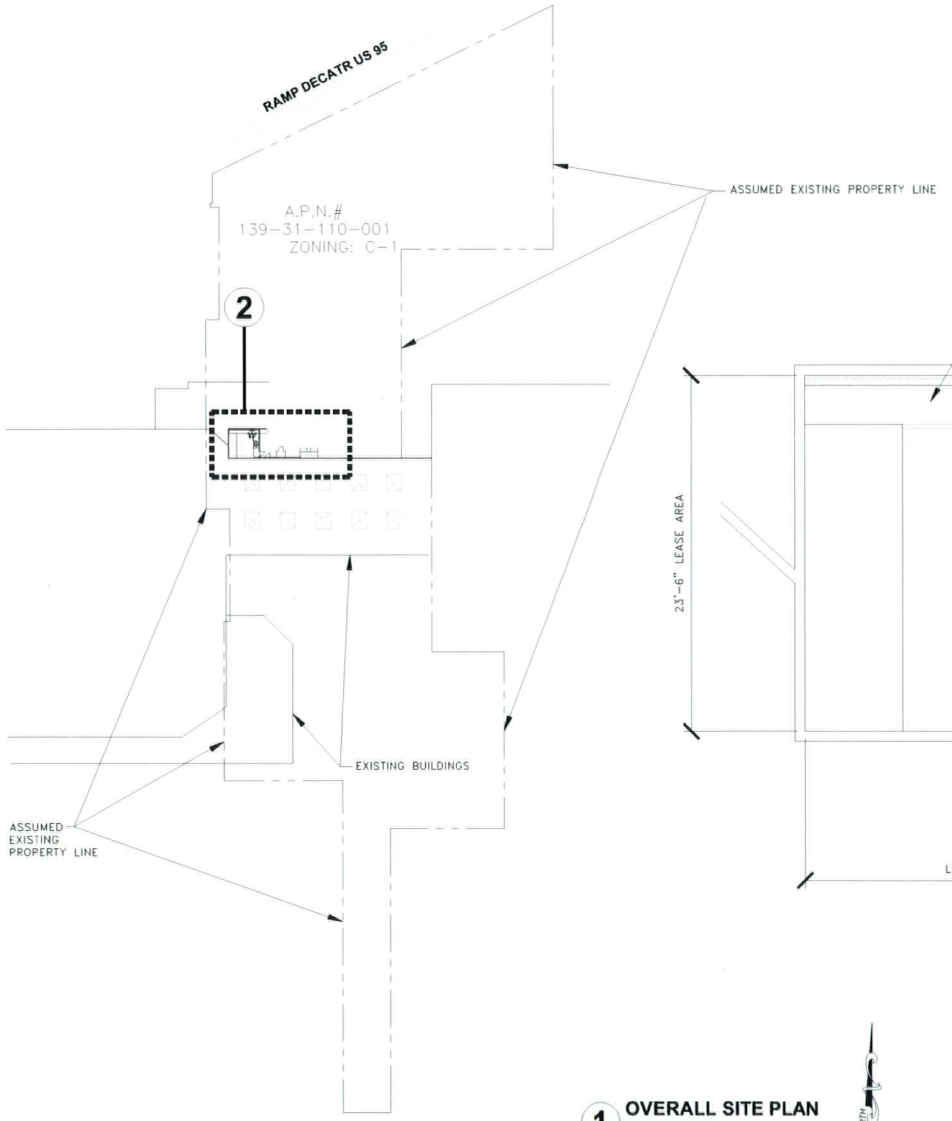
ENLARGED SITE PLAN

DRAWING SHEET:

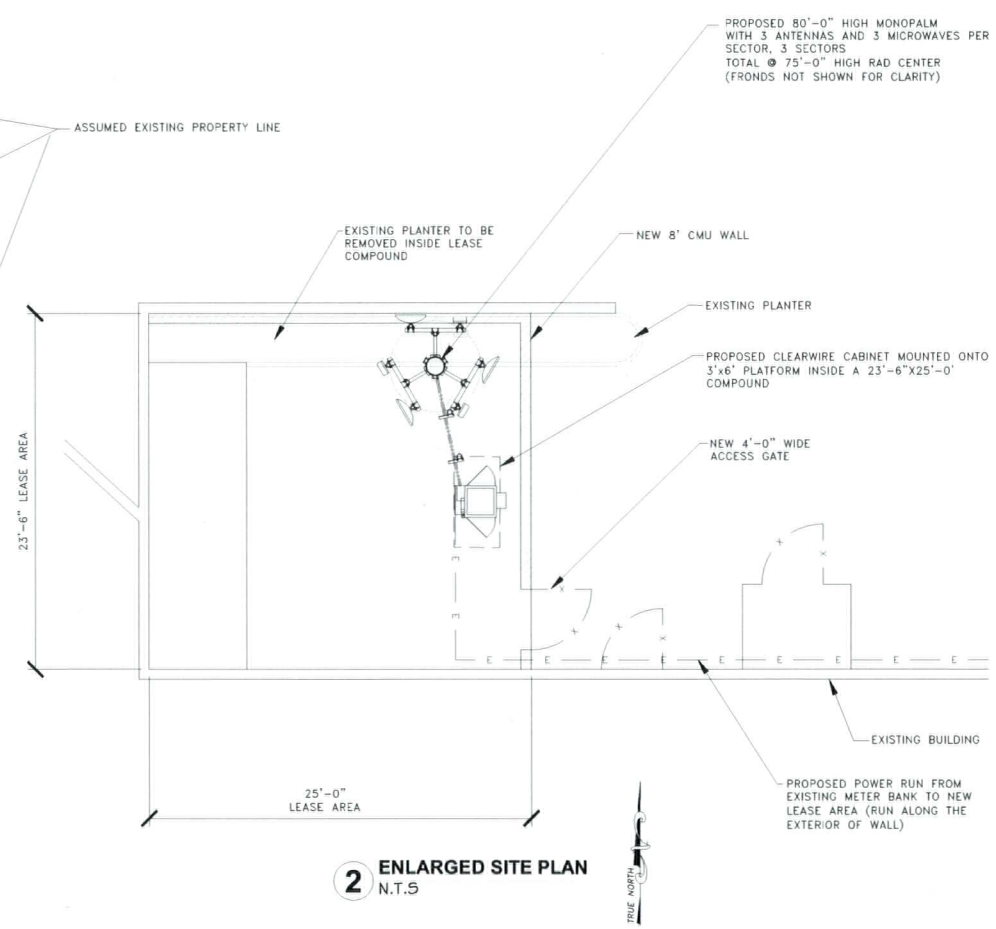
A-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



1 OVERALL SITE PLAN
N.T.S



2 ENLARGED SITE PLAN
N.T.S

clearwire U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2200 W SAHARA AVE
SUITE 2, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4001 FAX (720) 220-5338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • TEXAS

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG | CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:

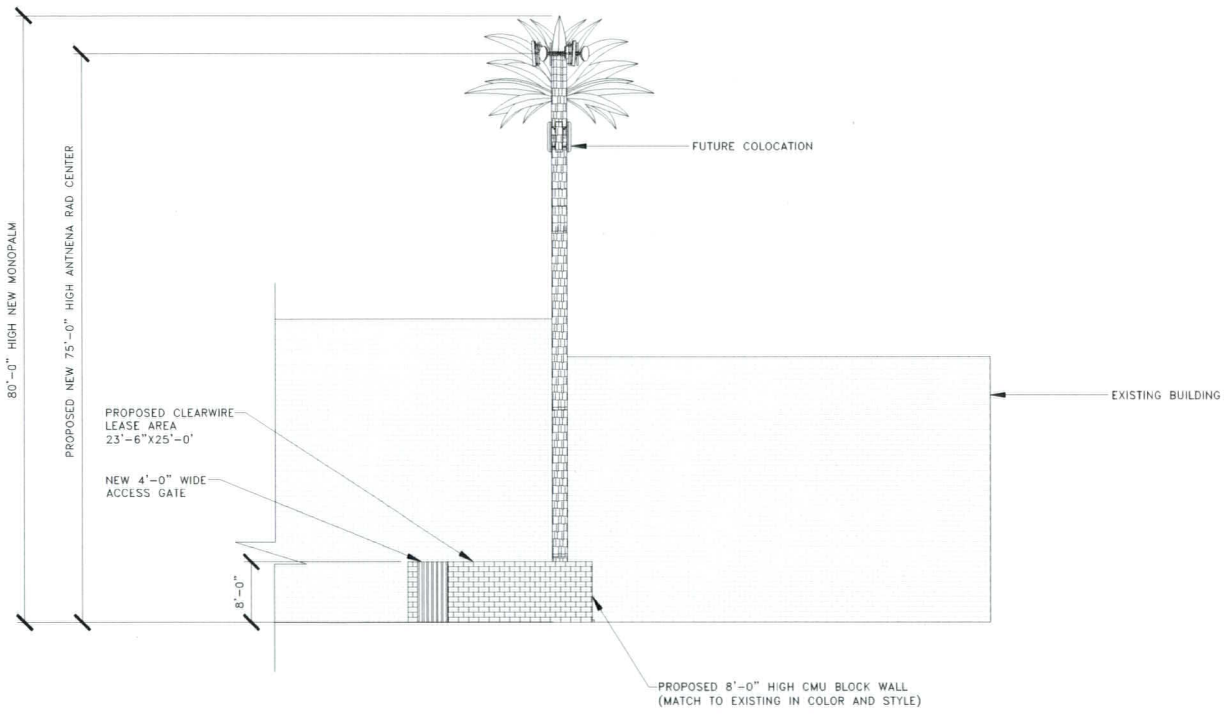
ENLARGED SITE PLAN

DRAWING SHEET:

A-2

RECEIVED
APR 15 2009

SUP-34016
REVISED
05/14/09 PC



1 EAST ELEVATION
N.T.S.

clearwire U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 3, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4901 FAX (703) 220-8338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED.

DRAWING TITLE:

ELEVATION

DRAWING SHEET:

A-3

RECEIVED
APR 15 2009

SUP-34016
REVISED
05/14/09 PC



SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC
NORTH OF MEADOWS LANE AND APPROXIMATELY 530 FEET EAST OF DECATUR BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09



SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC
NORTH OF MEADOWS LANE AND APPROXIMATELY 530 FEET EAST OF DECATUR BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09

7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.560.3685 | wfinet.com

March 30, 2009

RECEIVED
MAR 31 2009

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Wireless Communication Facility Special Use Permit Application
Clearwire US, NV-LSV 618d – APN 139-31-110-001 – Decatur & Meadows

Dear Planning Representative:

On behalf of Clear Wireless, LLC, I respectfully request your consideration and acceptance of the attached application. This project is located on APN 139-31-110-001 on the north side of Meadows Drive and east of Decatur Boulevard on the north side (back) of the shopping center. It is designed as an 80-foot stealth mono-palm facility and will accommodate 3 small antennas and 3 microwave dishes within the stealth branches for Clear Wireless's use.

Clear Wireless, LLC (www.Clear Wireless.com) – a provider of next-generation wireless Internet services enabling fast, simple, portable, reliable and affordable communications anytime and anywhere within Clear Wireless's coverage area – is now in the process of building a network in the greater Las Vegas valley. Clear Wireless provides an easy, off-the-shelf wireless high-speed Internet solution where customers typically have the service operating within minutes of receiving the modem without any need for a technician to visit. There is no software to load and generally no configuring or changes to the customer's computer. The fast and simple service can be accessed by simply taking the modem out of the box, plugging it in and connecting the Ethernet cord to the customer's computer.

Clear Wireless currently provides a next-generation, non-line-of-site WiMAX-class solution. The portable Clear Wireless service can be moved from place-to-place inside Clear Wireless's coverage area, which upon network launch, will allow customers to use the service throughout their home, office or favorite coffee house. Customers will use Clear Wireless to connect to the Internet using licensed spectrum, thus eliminating the confines of traditional cable or phone wiring. For the consumer, the wireless communication facility tower equipment will transmit radio signals from a base site to a small, wireless modem, which easily connects a user's computer to the Internet.

Headquartered in Kirkland, Washington, Clear Wireless has launched wireless high-speed Internet service in 33 metro markets, covering more than 370 cities and towns in Alaska, California, Florida, Hawaii, Idaho, Minnesota, Nevada, North Carolina, Oregon, Texas, Washington and Wisconsin in the United States, as well as Ireland, Belgium, Denmark (under the Clear Wireless name with Danske Telecom) and Mexico (via its partner MVSNet). Clear Wireless is here to provide Internet service as astounding as the Internet itself.

It is our feeling that the proposed use is compatible with the adjacent uses and will not generate any additional traffic, noise, lighting odor, dust, or any other external impacts as it will be an unmanned

7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.586.3685 | wfinet.com

wireless telecommunication facility with visits by the technician as necessary – typically once a month. The proposed use will not exceed the capacity of public services and will not require the use of public transportation. The utility usage is minimal and the site will be maintained on a regular basis. There are not any significant impacts on the natural environment and if an impact occurs, it will be mitigated to the maximum practical extent.

Unfortunately though, as aesthetically pleasing as the project is currently designed, the proposed location was denied an administrative approval although meeting all setback requirements and residential adjacency standards as required by the City of Las Vegas Development Code Title 19 – please refer to the included site plan, page A-1, for all additional information.

This application located on APN 139-31-110-001 is for 3 Clear Wireless antennas and 3 microwave dishes with a centerline of 75-feet to simply be bolted on to a new, proposed, 80-foot stealth mono-palm communication facility. The small antennas will measure 42-inches in length and the microwave dishes will have a diameter of 24-inches. All associated radio equipment will be housed within an adjacent block wall compound with plenty of ground space available for additional collocations by others. If you have any concerns regarding this application, please do not hesitate to contact me at (702) 501-4851.

Sincerely,

Matthew Steadman
WFI, representing Clear Wireless

SUP-34016
05/14/09 PC

WFI 7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.586.3685 | wfinet.com

May 21, 2009

City of Las Vegas City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Fax: (702) 382-9108

2009 MAY 22 A 8:01
RECEIVED
CITY CLERK

Re: Wireless Communication Facility, Special Use Permit Application, Planning Commission Appeal
Clearwire US, NV-LSV 618d - APN 139-31-110-001 - Decatur & Meadows

Dear City Clerk & Planning Representatives:

On behalf of Clear Wireless, LLC, I respectfully request to appeal the Las Vegas Planning Commission denial decision on item 13 (SUP-34016 Special Use Permit - Public Hearing - Applicant: Clear Wireless, LLC - Owner: LXT4, LLC) from the May 14, 2009 meeting to the Las Vegas City Council. The project & item is located on APN 139-31-110-001 on the north side of Meadows Drive and east of Decatur Boulevard on the north side (back) of the shopping center. It is designed as an 80-foot stealth mono-palm facility and will accommodate 3 small antennas and 3 microwave dishes within the stealth branches for Clear Wireless' use.

Should you have any concerns regarding this appeal request, please do not hesitate to contact me directly at (702) 812-3338. Thank you for your time.

Sincerely,

Shane Hennessy-York, for
Matthew Steadman
WFI, representing Clear Wireless

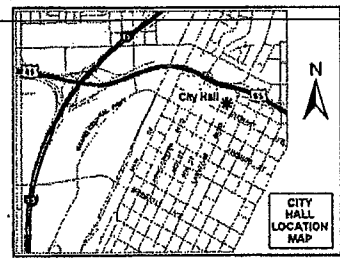
SUP-34016

Jun 10 09 08:56a Home

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016

City Council Meeting of 6/17/2009

2009 JUN 10 A 9:47

RECEIVED
CITY CLERK

MURPHY KAI DOMINIC & JUDY A
4620 PROVIDENCE LN
LAS VEGAS NV 89107-2954

APN#13931210003

7022598636 P.1

after final agenda

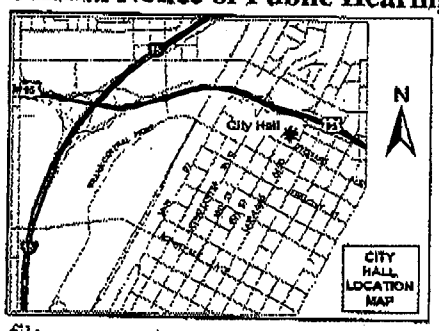
6/10/09 pm 164

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 05 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
City Council Meeting of 6/17/2009

RECEIVED
2009 JUN 12 P 2:05
CITY CLERK

O'BANNON PAUL TRUST
O'BANNON PAUL E TRS
P O BOX 26623
LAS VEGAS NV 89126-0623

APN#13836511025

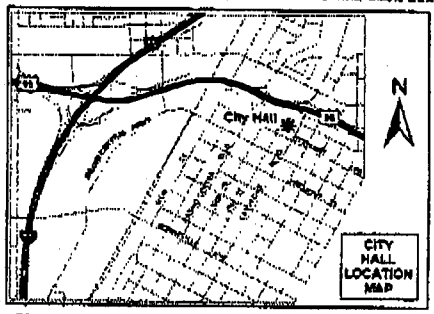
891260623 B06

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 05 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
City Council Meeting of 6/17/2009

RECEIVED
2009 JUN 16 AM 8:00
CITY CLERK

DECATUR CROSSING CENTER L L C
%COHEN INVEST GROUP
15490 VENTURA BLVD #200
SHERMAN OAKS CA 91403-3016

APN#13836516002

Absent any studies indicating otherwise, We believe this will Block the Visibility of our TARGET sign

after final agenda

Date 6/16/09 Item 164
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

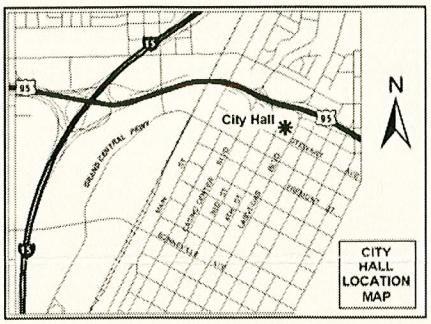
RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUN 05 2009
MAILED FROM ZIP CODE 89101

2009 JUN -9 A 10:44

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016

City Council Meeting of 6/17/2009

YONKOUSKI JOSEPH P & MELVENA M
128 S YALE ST
LAS VEGAS NV 89107-2723

APN#13836514015

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

RECEIVED
MAY 12 2009

CITY OF LAS VEGAS

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-34016 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***May 14, 2009*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

Signature

5/11/2009
Date

SHANE HENNESSY-YORK ON BEHALF OF WFI (REPRESENTING APPLICANT)
Please print name

CLEAR WIRELESS, LLC - APPLICANT.
Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

SHANE HENNESSY-YORK
702 - 812-3338
SHANE@HYDEVELOPMENTS.CO

Submitted after final agenda

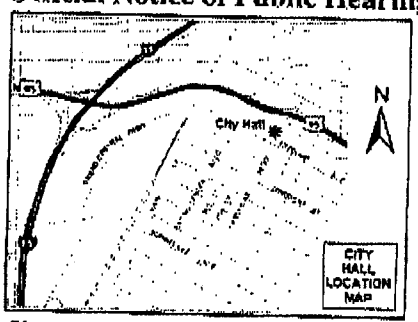
Date 5/12/09 Item 13

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.39[4]
MAILED FROM ZIP CODE 891

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 08 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request *

Please use available blank space on card for your comments.

SUP-34016

Planning Commission Meeting of 5/14/2009

Case: SUP-34016

13836516003
DECATUR CROSSING CENTER L L C
%COHEN INVEST GROUP
15490 VENTURA BLVD #200
SHERMAN OAKS CA 91403-3016

* This will Block our New TARGET Sign Visibility

CANCEL STAMP

Submitted after final agenda

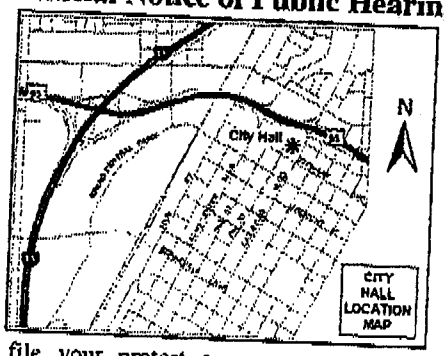
Date 5/8/09 Item 13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 11 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016

Planning Commission Meeting of 5/14/2009

13836511025 Case: SUP-34016
O'BANNON PAUL TRUST
P O BOX 26623
LAS VEGAS NV 89126-0623

89126306 23 8066

Submitted after final agenda

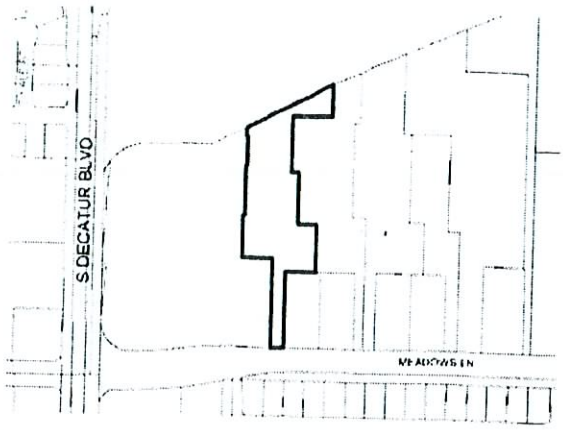
Date 5/11/09 Item 13P

Application Information

SUP-34016 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

There is enough cancer already in this city. this causes CANCER

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 14, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

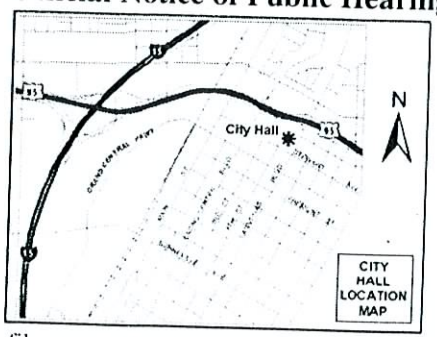
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
Planning Commission Meeting of 5/14/2009

13931211030
SPIROS GEORGIA
4625 AMHERST LN
LAS VEGAS NV 89107-2926

Case: SUP-34016

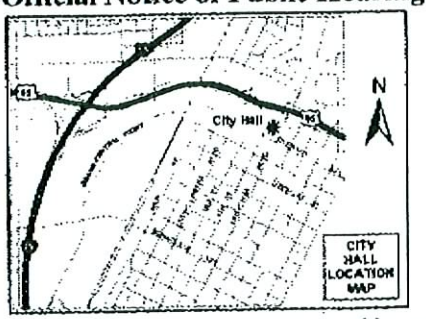
13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
Planning Commission Meeting of 5/14/2009

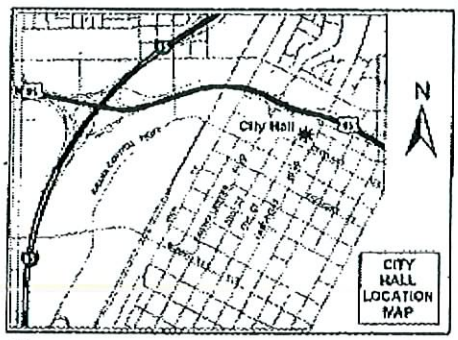
RECEIVED
MAY 05 2009

Case: SUP-34016
13836511026
DUDMAN TIMOTHY J
4909 HARMONY AVE
LAS VEGAS NV 89107-0318

13A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 05 2009

Case: SUP-34016

13836514018
MARGISON ROBERT L JR REV TR
2300 PEARL CREST ST
LAS VEGAS NV 89134-6732

13A

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

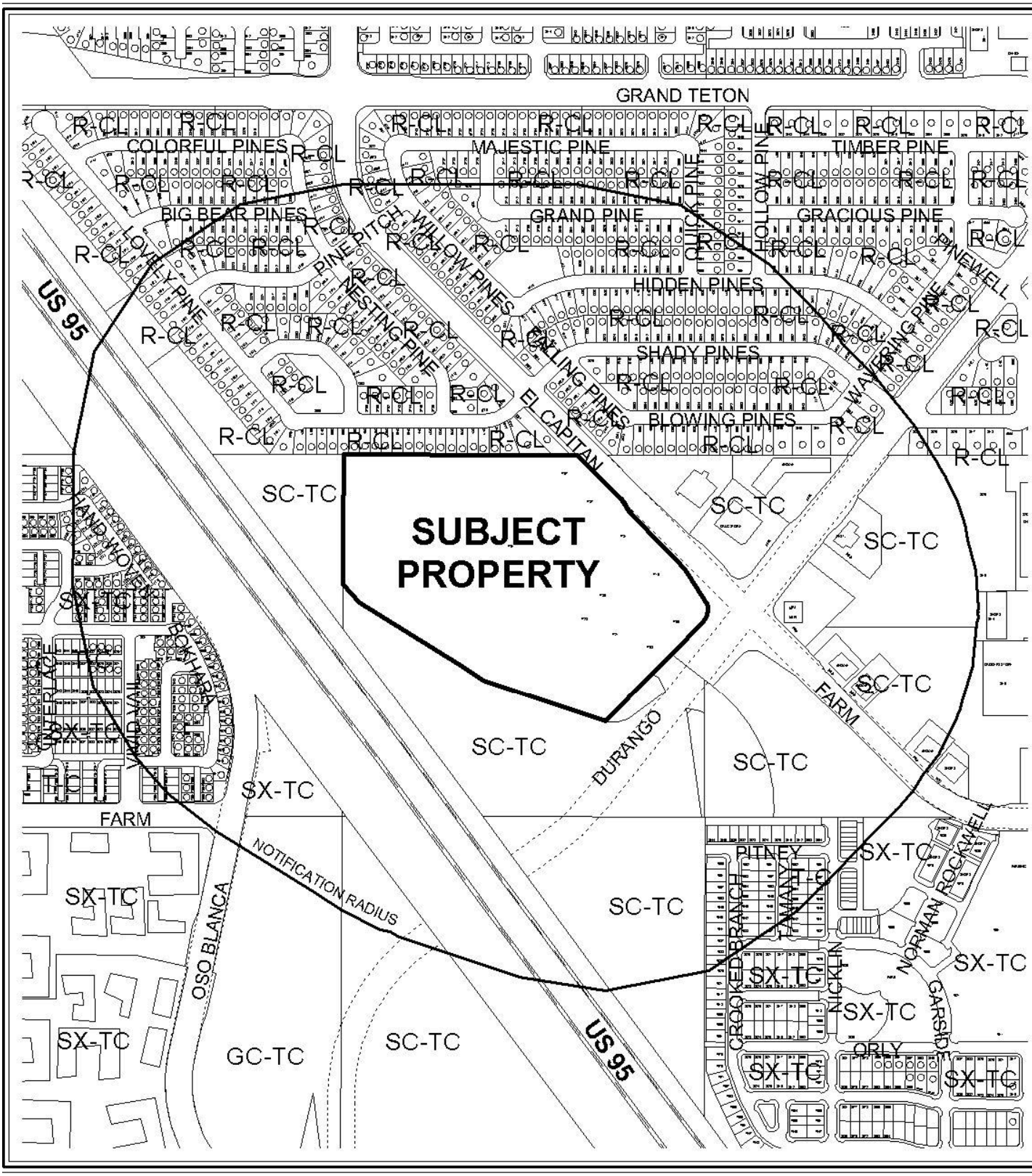
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-36338 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE"S COURT, LLC - Request for a Variance TO ALLOW ZERO LOADING ZONES WHERE ONE IS REQUIRED on a portion of 25.03 acres at the northwest corner of El Capitan Way and Durango Drive (APN 125-17-612-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 39



CASE: **VAR-36338**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]



CASE: **VAR-36338**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-36338 - APPLICANT/OWNER: CAROLINE'S COURT, LLC.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-36111) and Site Development Plan Review (SDR-36112) if approved, and for Rezoning (Z-0076-98), except as amended herein.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Variance to allow no loading spaces where one loading space is required for a Restaurant with Drive Through located on a portion of 25.03 acres at the northwest corner of El Capitan Way and Durango Drive. The pad site where the loading space is required is located in the northeast corner of an approved shopping center. The proposed design of the pad will not allow a loading space to be incorporated into the site without compromising public safety. As this is due to site design and not the physical characteristics of the land, the hardship is self-imposed and denial is recommended. If denied, the site must be redesigned to accommodate a loading space.

Issues:

- Approval of this Variance is required for approval of the related Site Development Plan Review (SDR-36112).
- The Variance, if approved, would allow no loading space on Pad 'G' of the approved shopping center where one loading space is required to allow for deliveries to the proposed Restaurant with Drive Through.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/12/64	The Board of City Commissioners approved an Annexation (A-0003-64) of approximately 5,000 acres generally located north of Lone Mountain Road and west of Decatur Boulevard.
12/07/98	The City Council approved a request for a Rezoning (Z-0076-98) to T-C (Town Center) on 1,468 acres located within the Northwest General Plan Amendment to the City of Las Vegas General Plan, including the subject site. The Planning Commission and staff recommended approval.
04/26/07	The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Special Use Permit (SUP-20500) for a Restaurant with Drive-Through use on the subject site. Staff had recommended approval.
07/11/07	The City Council approved a request for Special Use Permits for Building and Landscape Material/Lumber Yard (SUP-20497), Outdoor Storage, Accessory (SUP-20498), and Restaurant with Drive-Through (SUP-20499) on the subject site. The Planning Commission and staff recommended approval.

07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements and fast food restaurant uses on the subject site. The Planning Commission and staff recommended approval.
11/30/07	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for reduction of floor area of the Fast Food 'A' building from 2,650 square feet to 2,407 square feet.
07/22/08	Code Enforcement responded to a complaint regarding graffiti on the subject site. Code Enforcement resolved the case 07/25/08.
07/31/08	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for revisions in the elevations for the Major 'A' building and Buildings A through G. There were no major changes in height or materials.
09/17/08	The City Council approved a request for a Major Modification (MOD-28538) of the Town Center Land Use Plan to amend the land use designation from SC-TC (Service Commercial - Town Center) to GC-TC (General Commercial - Town Center) on 7.97 acres at the southwest corner of Durango Drive and Farm Road. The Planning Commission recommended approval; staff recommended denial.
04/23/09	The Planning Commission approved a Waiver (WVR-33758) of the Town Center Development Standards to allow no amenity zone along Durango Drive where a 2.5-foot amenity zone was required. Staff recommended denial.
06/19/09	A Final Map (FMP-27577) for a one-lot commercial subdivision (Caroline's Court) was recorded.
06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a proposed commercial development on the subject site, with waivers of the Town Center Sign Standards to allow 2,609 square feet of freestanding signage where 1,506 square feet is allowed, a 100-foot pylon sign where 24 feet is allowed, three monument signs along the El Capitan Way street frontage where two are allowed, and to allow wall signs to face an existing residential development that is located outside of the city limits of the Centennial Hills Town Center where such is not permitted. Staff recommended denial.
07/15/09	The City Council approved Extensions of Time for previously approved requests for Special Use Permits for Building and Landscape Material/Lumber Yard (EOT-34757), Outdoor Storage, Accessory (EOT-34759), and Restaurant with Drive-Through (EOT-34761) uses on the subject site. The approvals will expire 07/11/10 unless another Extension of Time is approved by the City Council. Staff recommended approval.

07/15/09	The City Council approved an Extension of Time (EOT-34762) for a previously approved request for a Site Development Plan Review (SDR-20496) for a proposed 296,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements on the subject site. Staff recommended approval.
09/10/09	Code Enforcement responded to a complaint (#81718) regarding construction noise on the site beginning at 4:30 a.m. and parking lot lighting potentially shining into residences. Code Enforcement resolved the case on 10/01/09
09/21/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,734 square feet to 269,212 square feet and to revise the landscape plan to incorporate a drainage channel.
10/07/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,212 square feet to 264,189 square feet and to remove the drainage channel along the east perimeter of the site.
11/05/09	The Planning Commission recommended approval of companion item SUP-36111 and denial of SDR-36112 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #39/ss).
12/02/09	The City Council will hear a related request (ROC-36456) to review Condition Number 21 of a Site Development Plan Review (SDR-20496) to amend restrictions on hours of operation on the site.
Related Building Permits/Business Licenses	
12/27/07	An application for a building permit (B-COMM-26225) for a certificate of occupancy for a retail building at 7751 North El Capitan Way was submitted. The permit has not yet been issued.
04/25/08	An application for a building permit (B-COMM-27890) for a certificate of occupancy for a restaurant at 7741 North El Capitan Way was submitted. The permit has not yet been issued.
09/16/08	A building permit (B-COMM-25179) was issued for the overall shopping center site buildings and clock tower at 7737 North El Capitan Way. A final inspection has not been completed.
10/02/08	Civil improvement Mylar plans (L-CIVIL-28917) were approved for Fast Food 'A' pad at 7737 North El Capitan Way.
10/23/08	Building permits (B-SHL-100093, 100094, 100096, 100097, 100098, 100100, 100103 and 100104) were issued for shells of Buildings A, B, C, D, E, F, G, and Major 'A' at 7703 North El Capitan Way. No final inspections have been completed to date.
10/23/08	A building permit (B-COMM-100105) was issued for a 39-foot tall clock tower at 7741 North El Capitan Way. A final inspection has not been completed.

10/23/08	A building permit (B-GRAD-124282) was issued for grading of the overall shopping center site at 7741 North El Capitan Way. A final inspection has not been completed.
09/18/09	A Wall/Fence permit (#147013) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
Pre-Application Meeting	
09/01/09	The applicant was advised that in addition to the Special Use Permit, a Site Development Plan Review would also be required, as the use on the approved pad site would be changing. The applicant requested that revised plans for the development's clock tower be added to the site review submittal.
Neighborhood Meeting	
10/06/09	A neighborhood meeting for this item and the accompanying Site Development Plan Review was held at the Centennial Hills Community Center located at 6601 N Buffalo Drive, 6:00 p.m. Six members of the public, two members representing the applicant, one City Council staff member and one member of Planning & Development staff attended. No concerns were raised at the meeting.
Field Check	
10/01/09	The site is undeveloped with no structures. However, grading of the site is underway. The trail path along the north property line has been constructed.

Details of Application Request	
Site Area	
Net Acres	25.03

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	Single Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
East	General Retail	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
	Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
West	ROW (U.S. 95)	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
T-C Town Center District	X		N
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C Town Center District	X		N
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
		Required			*Provided*		*Compliance*
			Parking		*Parking*		
Use	*Gross Floor Area or Number of Units*	*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Loading Spaces	264,189 SF	3 spaces for first 50,000 SF, then one add'l space per 100,000 SF GFA over 50,000	6 spaces		7 spaces		Y

ANALYSIS

Per Title 19.10.020(D), loading spaces, which are 15 feet wide by 25 feet long at a minimum, shall be located and designed adjacent to, or as close as possible to the main structure. Because of the need for deliveries to the restaurant, one loading space is required on the Pad 'G' site but cannot be provided given the proposed site design. The approved site plan for the overall shopping center shows more loading spaces than are required by Title 19 based on total floor area; however, some of the loading spaces are not in the locations where they are required (i.e., adjacent to the main structure). As the proposed restaurant with drive through is part of the Shopping Center use and the overall parking requirement is met, not all of the parking spaces provided for the pad site are needed, leaving more space for an alternative site design that would accommodate a loading space.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:
"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by designing the pad site such that a loading space cannot be safely accommodated. Alternative design of the site would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

There was one speaker opposed to this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 536 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-36338** APN: 125-17-~~601-012 & 017~~ 612-001 ~~&~~

Name of Property Owner: Caroline's Court LLC

Name of Applicant: Caroline's Court LLC

Name of Representative: Caroline's Court LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jacob Khakshouri

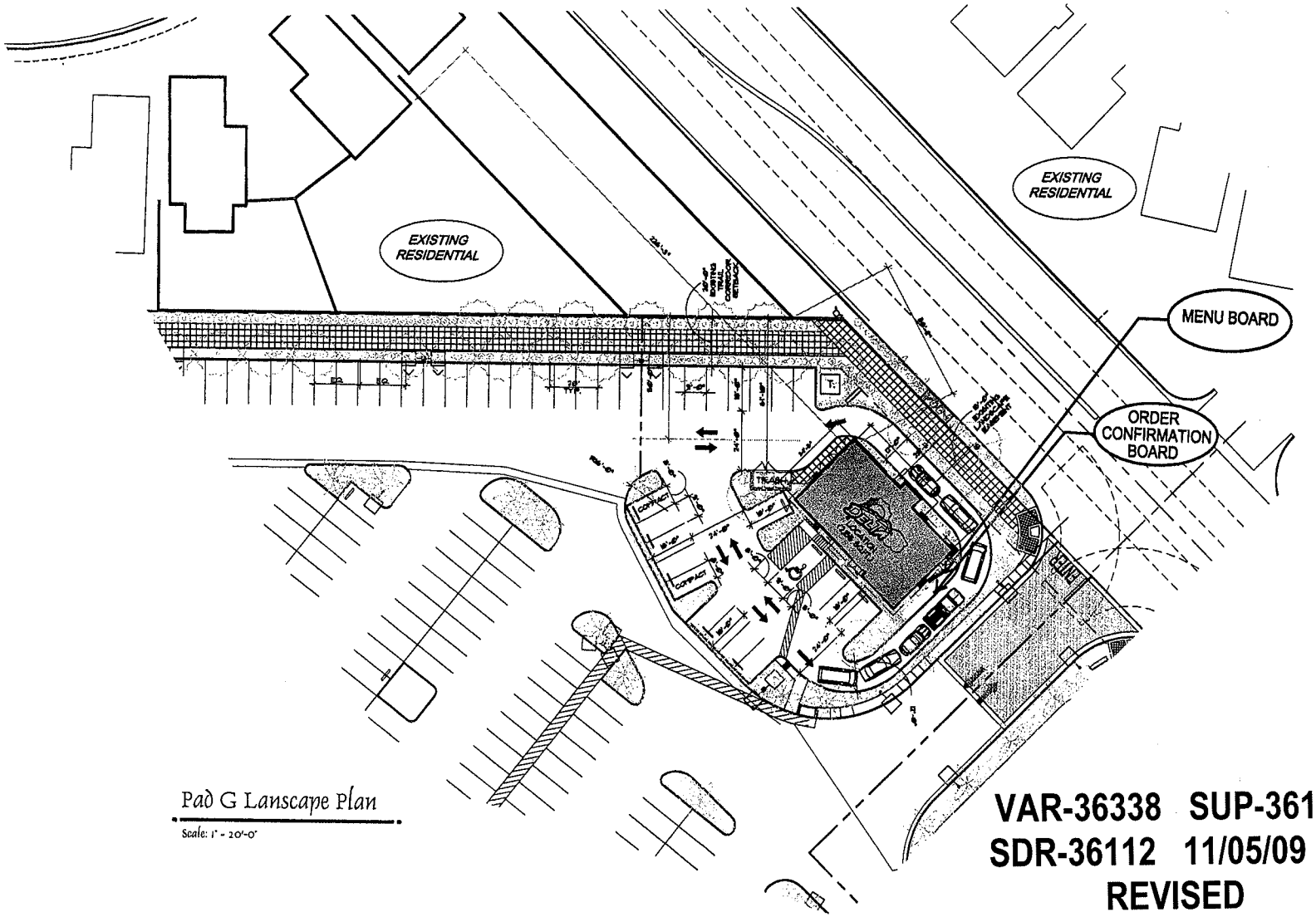
Subscribed and sworn before me

This 18 day of Oct, 20 06

_____

Notary Public in and for said County and State Clark Nevada

DONNA CARLSON
Notary Public State of Nevada
No. 09-9018-1
My appt. exp. Jan. 14, 2013



Pad G Lanscape Plan

Scale: 1" = 20'-0"

CAROLINE'S COURT
TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	QUANTITY
	CERCIDIUM HYBRID 'DESERT WILLOW' DESERT MUSEUM PALO VERDE	SEE NOTE 'B' BELOW	HIGH, MULTI-TRUNK TRIPLE STAKE	
	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	15 GAL	CONTAINER PLANTS SUSH SHAPE	
	CATALPA TASHKENTENSIS CATALPA	SEE NOTE 'B' BELOW	SINGLE TRUNK, D.S	
	PHOENIX DACTYLIFERA DATE PALM	30' TRUNK HT.	W SCARED TRUNK TO 'PINEAPPLE PINEAPPLE 4' LONG	
	PROSOPIS CHILENSIS THORNLESS CHILEAN MESQUITE	SEE NOTE 'B' BELOW	MULTI- TRUNK TRIPLE STAKE	
	ROBINIA AFZELIA PURPLE ROSE LOCUST	SEE NOTE 'B' BELOW	SINGLE TRUNK, D.S	
	WASHINGTONIA ROBUSTA HYBRID MEXICAN FAN PALM ALT SPEC - NONE SPECIFIED	30' TRUNK HT.	TRUNK SCARED TOP TO BOTTOM	

SHRUB LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL	4'-0" O.C.
	CASSIA ARTEMISIOIDES CASSIA	5 GAL	5'-0" O.C.
	CITHAREXYLUM OLIGOSTACHYUM SPANISH HEAD CITHAREXYLUM	5 GAL	3'-0" O.C.
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	3'-0" O.C.
	DASYLIRION WHEELERI DESERT SPOON	5 GAL	4' O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	3'-0" O.C.
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	36" O.C.
	LEUCOPHYLLUM F. 'COMPACTA' COMPACT TEXAS RANGER	5 GAL	36" O.C.
	LEUCOPHYLLUM F. 'RANGER CLOUD' GREEN CLOUD TEXAS RANGER	5 GAL	7'-0" O.C.
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL ALT SPEC 1 GAL	3'-0" O.C.
	MUHLENBERGIA C. 'REGAL MIST' REGAL MIST	5 GAL ALT SPEC 1 GAL	3'-0" O.C.
	SALVIA GREGGII AUTUM SAGE	5 GAL	24" O.C.

GROUND COVER/ VINE/ PERENNIAL LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	3'-0" O.C.
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	36" O.C.
	ACACIA REDONDAE 'LOW BOY' LOW BOY ACACIA	1 GAL	7'-0" O.C.

POT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
A	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	24" BOX	PLANT WITH (4) 6" POT AGAVE TA DUST
B	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	PLANT WITH (4) 6" POT VERBENA GOODDING
C	AGAVE VILMORINIANA OCTOPUS AGAVE	5 GAL	PLANT WITH FOUR (7) 1 GALLON AGAVE

ROCK MULCH

APPLY A 3" DEEP LAYER OF 3/4" SIZE MOJAVE GOLD DECOMPOSED GRANITE ROCK MULCH IN ALL PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THERE ARE TO BE NO BARE AREAS WITHOUT ROCK MULCH. TOP OF ROCK MULCH SHALL BE 1" BELOW FINISH SURFACE OF ADJACENT PAVING. ALL SLOPES GREATER THAN 3:1 SHALL HAVE 3" TO 4" ROCK TO MATCH THE PARENT SURFACE.

1-4" SIZE MOJAVE GOLD ROCK MULCH IN PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. SEE DETAIL 'F', SHEET L-1.1/EL

NOTES

1. ALL TREES TO HAVE NURSERY PHOTOS SUBMITTED TO RPA, INC FOR INITIAL APPROVAL RPA WILL TAG TREES AT THE NURSERIES - SEE SPECIFICATIONS
2. INSTALL ROOTBALL BARRIERS ON ALL TREES WITHIN 5'-0" OF A SIDEWALK, CURB OR FOUNDATION
3. ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY AND VIGOROUS LIVING CONDITION. DEAD VEGETATION SHALL BE PROMPTLY REMOVED AND REPLACED, IN ACCORDANCE WITH STANDARD SEASONAL PLANTING PRACTICES, WITH HEALTHY, LIVING PLANTS.
4. NO WALLS, FENCES, TREES, SHRUBS, UTILITY APPURTENANCES OR ANY OTHER OBJECT OTHER THAN TRAFFIC CONTROL DEVICES AND STREET LIGHT POLES, NOT BE CONSTRUCTED OR INSTALLED WITHIN THE SIGHT VISIBILITY TRIANGLE. THE SIGHT VISIBILITY TRIANGLE IS MAINTAINED AT LEAST THE 24 INCHES IN HEIGHT, MEASURED FROM TOP OF CURB, WHEN NO CURB EXISTS, A HEIGHT OF 71 INCHES IS MEASURED FROM TOP OF ADJACENT ASPHALT GRADE, OR PAVEMENT STREET SURFACE.
5. ALL SHADE TREES SHALL BE PLANTED AT LEAST 10' FROM ANY FIRE HYDRANT. ALL TREES SHALL BE 30' FROM ALL SHADE TREES ON THE INTERIOR OF THE PROPERTY AS MEASURED FROM THE TRUNK OF THE TREES

VAR-36338 SUP-36111
SDR-36112 11/05/09 PC
REVISED

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Del Taco Pad G)

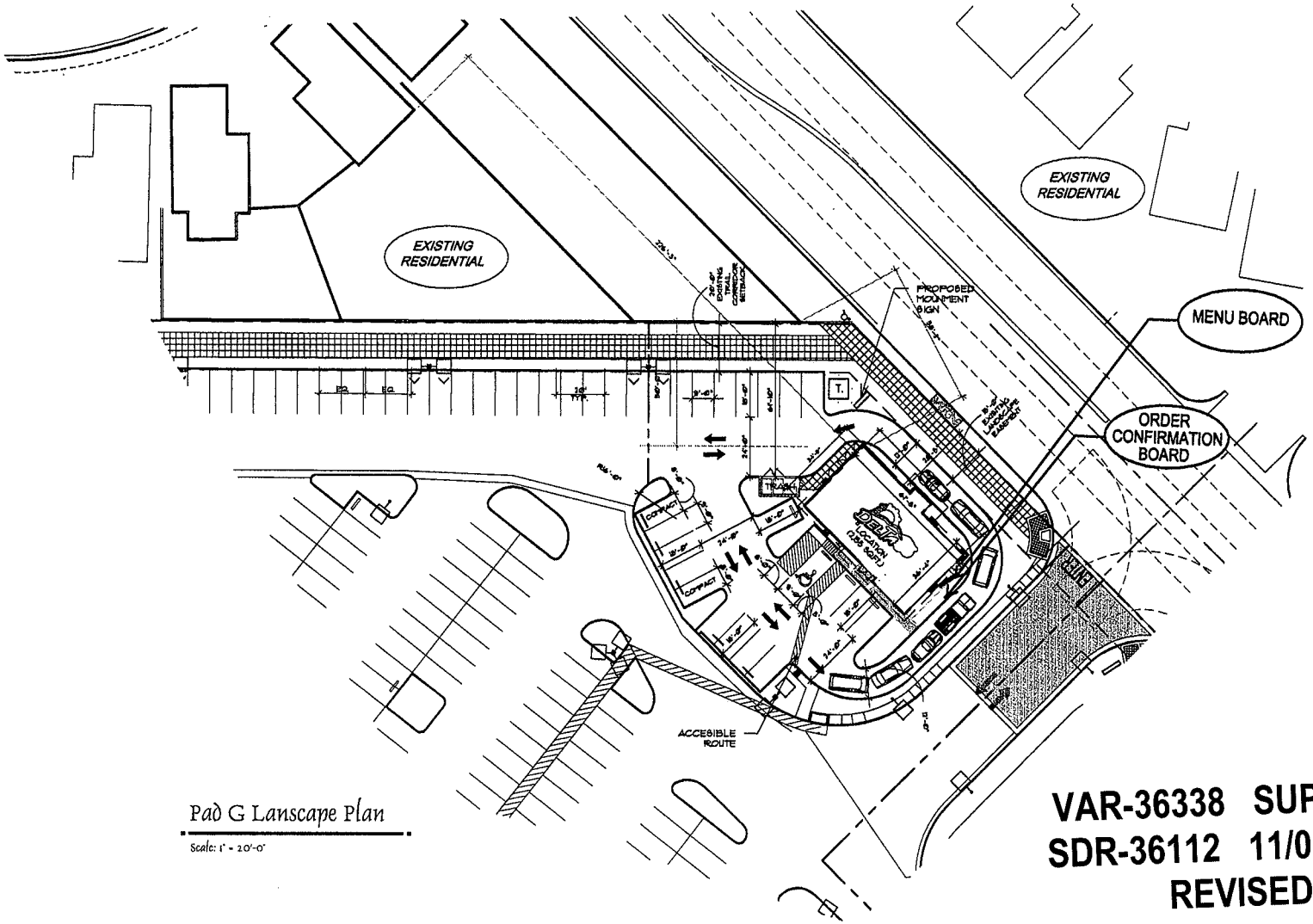
Schematic Design

October 14, 2009

Las Vegas, Nevada

Indian Architecture, Inc.
(702) 456-2772

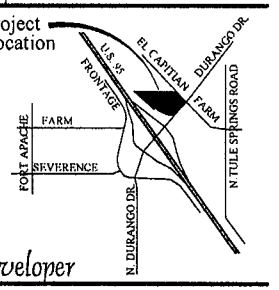
OCT 15 2009



Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C
PARKING REQUIRED (2,155 sf)	1/250 9 SPACES
PARKING PROVIDED	10.1/1000 22 SPACES

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770
CAMILL AFTALION (310) 208-7770 EXT. 113

Pad G Lanscape Plan

Scale: 1" = 20'-0"

VAR-36338 SUP-36111
SDR-36112 11/05/09 PC
REVISED

7757 N. El Capitan

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Del Taco Pad G)

Schematic Design

October 14, 2009

Indigo Architecture, Inc.
(702) 456-2772

OCT 15 2009



VAR-36338 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



VAR-36338 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



VAR-36338 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



VAR-36338 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



VAR-36338 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

CAROLINE'S COURT, LLC
10877 Wilshire Blvd, Suite 1407
Los Angeles, CA 90024

October 7, 2009

City of Las Vegas Development Services Center
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

RE: Justification for Variance
APN 125-17-612-001

Dear Staff:

Caroline's Court LLC respectfully submits a Variance application for your consideration.

Project Surroundings:

The subject property (23.62 acres) is located at the west quadrant of the intersection of Durango Drive and El Capitan Way (Farm). The development lies within the Town Center Development area and is designated SC-TC defined as Service Commercial. This development complies with the Town Center Development Standards.

Project Approval:

Per SDR-20496, SUP-20497, SUP-20498, and SUP-20499, the subject site was approved for a commercial retail center including a Lowe's Home Improvement Center, fast food restaurants, a retail strip center with a major anchor, full service restaurants. A 2-story office/medical building is also part of the 2007 approval. However, this is not included in the current development. The 2007 approval allowed 269,860 sf of building gross area, of which 41,500 sf was allocated for the future office/medical building, which allowed for 228,360 sf of commercial/retail. The total site area is 1,031,509 square feet with proposed building gross area of 264,189 square feet (26% site coverage) and 1,130 parking spaces. The open space totals approximately 241,135 square feet (23.4%).

Special Use Permit- Del Taco Fast Food with Drive-Thru (AKA Retail "G")

Del Taco will require Variance for not having a loading dock where one is required. Pending approval of the Special Use Permit application, the building on Pad G will be reduced by 700 square feet from the 2007 approved 2,165 sf.

Del Taco will receive non-peak hour deliveries two or three times a week. Per condition #23 of approved SDR 20496, no deliveries shall take place between the hours of 10:00 pm and 6:00 am. Given the delivery hours and the location of the building relative to the rest of the development, which has already been approved, the placement of a loading dock would be a hardship that would further endanger the successful completion of the project. A permanent loading area would compromise the required parking and disrupt the follow of traffic.

RECEIVED
OCT 08 2009

VAR-36338, SUP-36111
SDR-36112
11/05/09 PC

In times of such economically turbulence, the Caroline's Court has been unable to attract many retail users. So it is in light of this economic hardship that the Caroline's Court earnestly appeals for approval of the above request. Such approval will also bring much needed tax revenues for the City, generate employment within the local area, and increase the value of all properties, whether commercial or residential, in this neighborhood. Some of the immediate neighbors have already been informed and they agree that such an approval will only serve the neighborhood in a positive way in every aspect.

Caroline's Court looks forward to make these improvements and graciously asks for your approval. We appreciate your consideration of these applications and look forward to all public hearing dates.

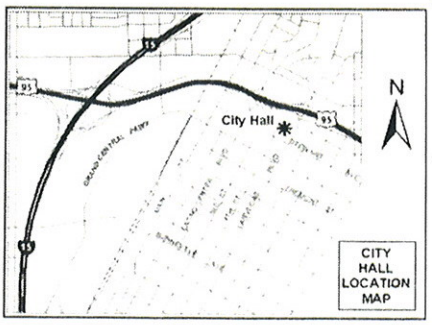
Please contact our office if you need any additional information.

Yours truly,
CAROLINE'S COURT, LLC

Jacob Khakshouri
Manager

VAR-36338, SUP-36111
SDR-36112
11/05/09 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517114014
STARR LILLIAN M
7921 LOVELY PINE PL
LAS VEGAS NV 89143-4405

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

There is too much traffic in this area. Towers should never been allowed.

L. Starr

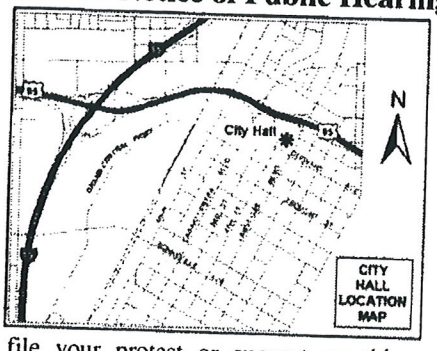
HAUOE11 89143

Submitted after final agenda

Date 10/29/09 Item 39P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 27 2009

12517212030 Case: VAR-36338
GARGANO STEPHEN F
249 COUNTRY LN
RANCHO SANTA MARGARITA CA 92688-0

39 P

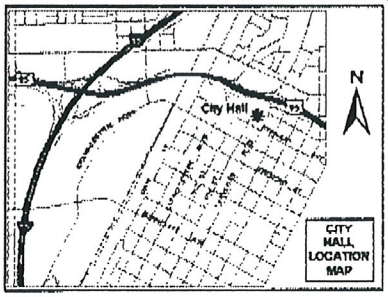
7147965506 10:53:54 a.m. 10-27-2009 1 /2

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517516015
HAVELY SHAWN & SHANNON
4789 DREAM CATCHER AVE
LAS VEGAS NV 89129-5324

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111
Planning Commission Meeting of 11/5/2009

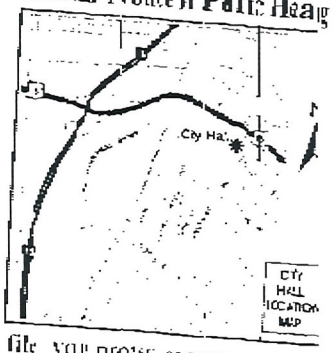
HAVD511 89129

39A

Oct 25 09 12:25p D. Rosenbaum p.1 2063396736

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-1986

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 the envelope provided or postage to the Planning & Development Department at the address above or fax this side of this card to (702) 455-7268. If you would like to see your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/3/2009

RECEIVED
OCT 26 2009

1517525006 Case: VAR-36338
ROSENBAUM DANIEL B
886 SHADY PINES DR
LAS VEGAS NV 89143-4453

394

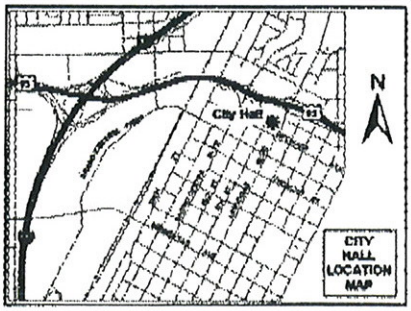
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

Case: VAR-36338

12517611003
7785 NORTH DURANGO L L C
314 GRAND ST
NEW YORK NY 10002-4502

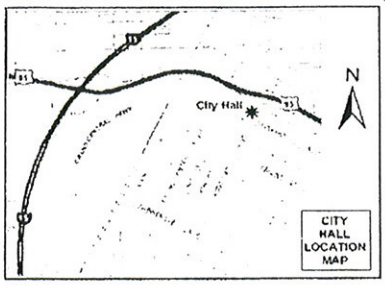
HAVDS11 10002

Submitted after final agenda

Date 11/02/09 Item 39A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517525007
KNORR DAVID G & PATRICIA A
266 S CENTER ST
ORANGE CA 92866-2075

☒ I SUPPORT this Request ☐ I OPPOSE this Request

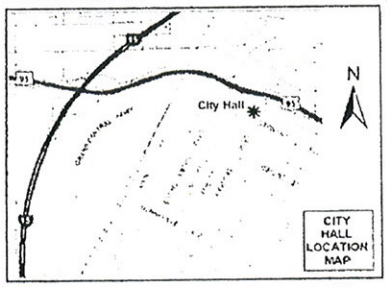
Please use available blank space on card for your comments.

VAR-36338 & SUP-36111
Planning Commission Meeting of 11/5/2009

Submitted after final agenda
Date 10/29/09 Item 39A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517512003
KNORR DAVID G & PATRICIA
266 S CENTER ST
ORANGE CA 92866-2075

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111
Planning Commission Meeting of 11/5/2009

HAVDS11 92866

Submitted after final agenda
Date 10/29/09 Item 39A

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

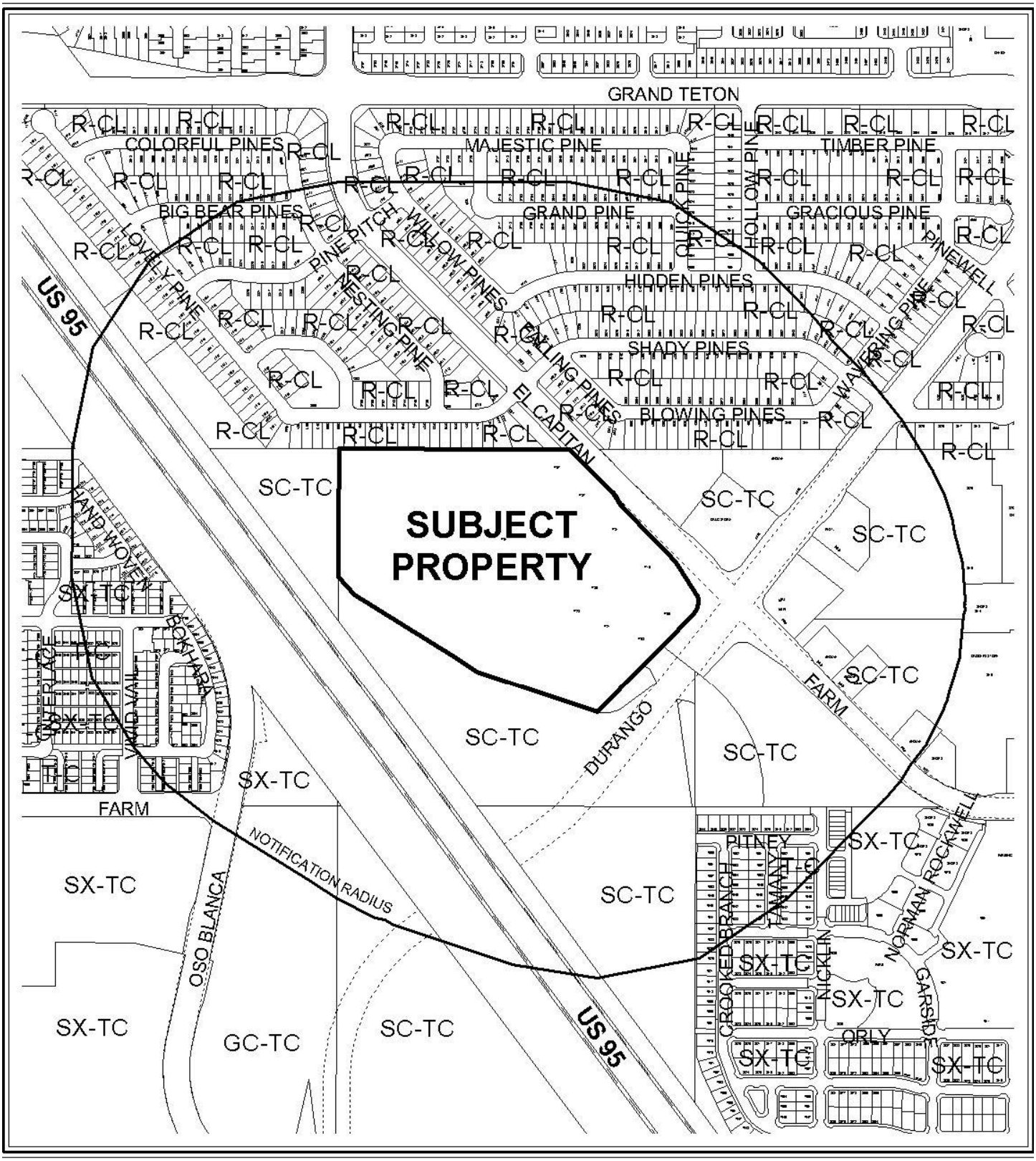
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36111 - SPECIAL USE PERMIT RELATED TO VAR-36338 - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE"S COURT, LLC - Request for a Special Use Permit FOR A PROPOSED 2,155 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH at the northwest corner of El Capitan Way and Durango Drive (APN 125-17-612-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 40



CASE: **SUP-36111**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]



CASE: **SUP-36111**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36111 - APPLICANT/OWNER: CAROLINE'S COURT, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Rezoning (Z-0076-98).

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-36338) and Site Development Plan Review (SDR-36112) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 2,155 square-foot Restaurant with Drive-Through at the northwest corner of El Capitan Way and Durango Drive, located within the Town Center area. The proposed restaurant is part of a larger shopping center site on the same lot. A similar use has already been approved on an adjacent pad site within the shopping center. Staff recommends denial of this request, as it cannot be conducted in a manner that is harmonious and compatible with nearby residential development. If denied, a Restaurant with Drive Through use proposed on Pad 'G' as shown on the site plan cannot be permitted, and the approved retail use for this site will remain.

Issues:

- A related Variance (VAR-36338) to allow no loading spaces on the proposed Restaurant with Drive Through site where one is required and a Site Development Plan Review (SDR-36112) for the restaurant and other changes to the originally approved site plan accompany this request.
- The use as proposed will require a Review of Condition of the previous Site Development Plan Review (SDR-20496) to allow the restaurant to remain open 24 hours a day, seven days a week.
- The specific site where this use would be located was originally approved for retail uses; the proposed Special Use Permit is in addition to one that was approved for a separate pad site in 2007.
- The building where the use is to be conducted is located approximately 58 feet from residential properties to the north and is buffered from residential uses by a multi-use transportation trail.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
05/12/64	The Board of City Commissioners approved an Annexation (A-0003-64) of approximately 5,000 acres generally located north of Lone Mountain Road and west of Decatur Boulevard.
12/07/98	The City Council approved a request for a Rezoning (Z-0076-98) to T-C (Town Center) on 1,468 acres located within the Northwest General Plan Amendment to the City of Las Vegas General Plan, including the subject site. The Planning Commission and staff recommended approval.
04/26/07	The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Special Use Permit (SUP-20500) for a Restaurant with Drive-Through use on the subject site. Staff had recommended approval.

07/11/07	The City Council approved a request for Special Use Permits for Building and Landscape Material/Lumber Yard (SUP-20497), Outdoor Storage, Accessory (SUP-20498), and Restaurant with Drive-Through (SUP-20499) on the subject site. The Planning Commission and staff recommended approval.
07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements and fast food restaurant uses on the subject site. The Planning Commission and staff recommended approval.
11/30/07	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for reduction of floor area of the Fast Food 'A' building from 2,650 square feet to 2,407 square feet.
07/22/08	Code Enforcement responded to a complaint regarding graffiti on the subject site. Code Enforcement resolved the case 07/25/08.
07/31/08	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for revisions in the elevations for the Major 'A' building and Buildings A through G. There were no major changes in height or materials.
09/17/08	The City Council approved a request for a Major Modification (MOD-28538) of the Town Center Land Use Plan to amend the land use designation from SC-TC (Service Commercial - Town Center) to GC-TC (General Commercial - Town Center) on 7.97 acres at the southwest corner of Durango Drive and Farm Road. The Planning Commission recommended approval; staff recommended denial.
04/23/09	The Planning Commission approved a Waiver (WVR-33758) of the Town Center Development Standards to allow no amenity zone along Durango Drive where a 2.5-foot amenity zone was required. Staff recommended denial.
06/19/09	A Final Map (FMP-27577) for a one-lot commercial subdivision (Caroline's Court) was recorded.
06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a proposed commercial development on the subject site, with waivers of the Town Center Sign Standards to allow 2,609 square feet of freestanding signage where 1,506 square feet is allowed, a 100-foot pylon sign where 24 feet is allowed, three monument signs along the El Capitan Way street frontage where two are allowed, and to allow wall signs to face an existing residential development that is located outside of the city limits of the Centennial Hills Town Center where such is not permitted. Staff recommended denial.

07/15/09	The City Council approved Extensions of Time for previously approved requests for Special Use Permits for Building and Landscape Material/Lumber Yard (EOT-34757), Outdoor Storage, Accessory (EOT-34759), and Restaurant with Drive-Through (EOT-34761) uses on the subject site. The approvals will expire 07/11/10 unless another Extension of Time is approved by the City Council. Staff recommended approval.
07/15/09	The City Council approved an Extension of Time (EOT-34762) for a previously approved request for a Site Development Plan Review (SDR-20496) for a proposed 296,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements on the subject site. Staff recommended approval.
09/10/09	Code Enforcement responded to a complaint (#81718) regarding construction noise on the site beginning at 4:30 a.m. and parking lot lighting potentially shining into residences. Code Enforcement resolved the case on 10/01/09
09/21/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,734 square feet to 269,212 square feet and to revise the landscape plan to incorporate a drainage channel.
10/07/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,212 square feet to 264,189 square feet and to remove the drainage channel along the east perimeter of the site.
11/05/09	The Planning Commission recommended approval of companion item VAR-36338 and denial of SDR-36112 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #40/ss).
12/02/09	The City Council will hear a related request (ROC-36456) to review Condition Number 21 of a Site Development Plan Review (SDR-20496) to amend restrictions on hours of operation on the site.
Related Building Permits/Business Licenses	
12/27/07	An application for a building permit (B-COMM-26225) for a certificate of occupancy for a retail building at 7751 North El Capitan Way was submitted. The permit has not yet been issued.
04/25/08	An application for a building permit (B-COMM-27890) for a certificate of occupancy for a restaurant at 7741 North El Capitan Way was submitted. The permit has not yet been issued.
09/16/08	A building permit (B-COMM-25179) was issued for the overall shopping center site buildings and clock tower at 7737 North El Capitan Way. A final inspection has not been completed.
10/02/08	Civil improvement Mylar plans (L-CIVIL-28917) were approved for Fast Food 'A' pad at 7737 North El Capitan Way.

10/23/08	Building permits (B-SHL-100093, 100094, 100096, 100097, 100098, 100100, 100103 and 100104) were issued for shells of Buildings A, B, C, D, E, F, G, and Major 'A' at 7703 North El Capitan Way. No final inspections have been completed to date.
10/23/08	A building permit (B-COMM-100105) was issued for a 39-foot tall clock tower at 7741 North El Capitan Way. A final inspection has not been completed.
10/23/08	A building permit (B-GRAD-124282) was issued for grading of the overall shopping center site at 7741 North El Capitan Way. A final inspection has not been completed.
09/18/09	A Wall/Fence permit (#147013) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
Pre-Application Meeting	
09/01/09	The applicant was advised that in addition to the Special Use Permit, a Site Development Plan Review would also be required, as the use on the approved pad site would be changing. The applicant requested that revised plans for the development's clock tower be added to the site review submittal.
Neighborhood Meeting	
10/06/09	A neighborhood meeting for this item and the accompanying Site Development Plan Review was held at the Centennial Hills Community Center located at 6601 N Buffalo Drive, 6:00 p.m. Six members of the public, two members representing the applicant, one City Council staff member and one member of Planning & Development staff attended. No concerns were raised at the meeting.
Field Check	
10/01/09	The site is undeveloped with no structures. However, grading of the site is underway. The trail path along the north property line has been constructed.

Details of Application Request	
Site Area	
Net Acres	25.03

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	Single Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)

	General Retail	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
East	Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
West	ROW (U.S. 95)	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-C Town Center District			N
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C Town Center District			N
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	264,189 SF	1 space /250 SF GFA	1036	21	1099	28	Y
TOTAL			**1057**		**1127**		**Y**
Loading Spaces	264,189 SF	3 spaces for first 50,000 SF, then one add'l space per 100,000 SF GFA over 50,000	6 spaces		7 spaces		Y

ANALYSIS

The definition of a Restaurant with Drive Through use, according to Title 19.20, is an "establishment providing for the preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast-food take out (i.e., pizza) and similar uses, with the added provision of one or more drive-through lanes for ordering and dispensing food and beverages to patrons remaining in their vehicles." This use is allowed in the subject SC-TC (Service Commercial – Town Center) land use district with approval of a Special Use Permit. Per the Town Center Development Standards, requests for a Restaurant with Drive Through use in Town Center are reviewed and conditioned on a case-by-case basis.

The proposed use is to be located within a building on Pad 'G' as shown on the site plan that was originally approved for retail uses. The pad site is located in the northeast corner of the 25-acre site. The building is decreasing in size from 3,200 square feet to 2,155 square feet through the related Site Development Plan Review (SDR-36112) request. The building is oriented toward the interior of the site, while the drive through lane wraps around the south and east sides of the building away from residential properties situated to the north of the overall site.

As discussed in the accompanying Site Development Plan Review, the site as designed cannot accommodate a required loading space and may have potential circulation difficulties during peak business hours. A Variance (VAR-36338) from Title 19.10 parking requirements is required for relief from the loading space standards and a waiver is required to allow no landscaping in the additional 10-foot landscaped setback required by Section B.5.B of the Town Center Development Standards. Additionally, the restaurant is proposing to operate 24 hours a day, seven days a week, requiring a Review of Condition of the approved Site Development Plan Review (SDR-20496) for the overall site. These difficulties with the site design and location indicate that the use is not compatible with the existing adjacent land uses.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The project site is adjacent to residential lots zoned R-CL (Single Family Compact-Lot) to the north and to a multi-use non-equestrian trail to the north and east. Given the intensity of the proposed use and the design of the site, it is not compatible with these existing adjacent uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   Although the size of the building originally proposed for the Pad 'G' site decreased 33 percent, the site as designed cannot accommodate a required loading space and may have potential circulation difficulties during peak business hours. The restaurant is proposing to operate 24 hours a day, seven days a week.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the development is provided by El Capitan Way, classified as an 80-foot wide Town Center Arterial by the Town Center Development Standards Manual. Durango Drive, a 100-foot wide Primary Arterial, provides an additional driveway access. These roadways will be adequate to accommodate the proposed Restaurant with Drive Through use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise the public health, safety, or welfare, as the proposed Restaurant with Drive Through will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   There are no applicable conditions for a Restaurant with Drive Through use in Town Center. Requests for Special Use Permits for this use are considered on a case-by-case basis.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 536 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36111 APN: 125-17-612-001

Name of Property Owner: Caroline's Court, LLC

Name of Applicant: Caroline's Court, LLC

Name of Representative: Jacob Khahshouri

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JACOB KOBY KHAKSHOURI

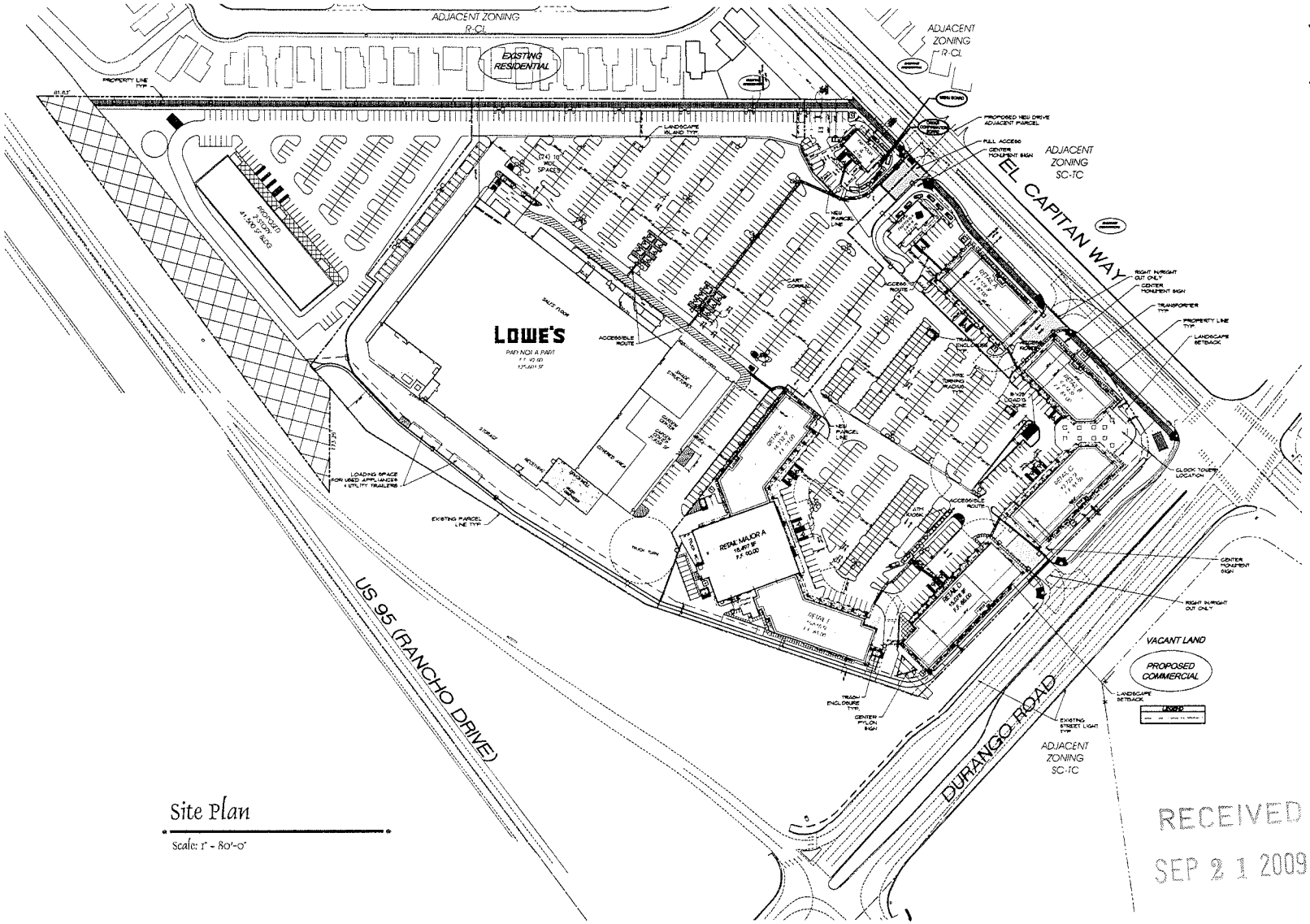
Subscribed and sworn before me

This 31th day of August, 2009

Donna Carlson

Notary Public in and for said County and State Nevada Clark

DONNA CARLSON
Notary Public State of Nevada
No. 09-9018-1
My appt. exp. Jan. 14, 2013



Site Plan

Scale: 1" = 80'-0"

Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C

Site Area Data

SITE GROSS	+/- 23.62 ACRES 1,031,509 S.F.
BUILDING AREA GROSS	264,189 S.F. GROSS
SITE COVERAGE	26 PERCENT
2 STORY BUILDING SITE	+/- 3.4 ACRES 144,638 S.F.
BUILDING AREA GROSS	41,500 S.F. GROSS
SITE COVERAGE	29 PERCENT
LOWES SITE	+/- 11 ACRES 417,900 S.F.
BUILDING AREA GROSS	120,578 S.F. GROSS
SITE COVERAGE	29 PERCENT
RETAIL SITE / FASTFOOD SITE	+/- 8.89 ACRES 387,000 S.F.
BUILDING AREA GROSS	102,111 S.F. GROSS
SITE COVERAGE	26.3 PERCENT

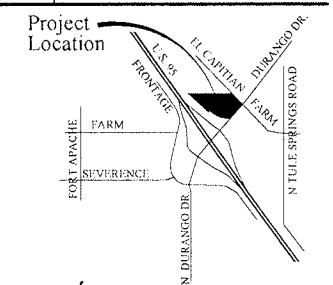
Building Open Space:

AREA REQUIRED 20%	+/- 206,302 SF +/- 4.7 ACRES
AREA PROVIDED 23.4%	+/- 241,135 SF +/- 5.3 ACRES

Parking Data:

BUILDING		PARKING		
BLDG.	BLDG. AREA	REQ'D RATIO	REQ'D	PROVIDED
Fast Food A	2,400 S.F.	1/250	11	17=7/1000
RETAIL A,C,D,E,F	67,448 S.F.	1/250	270	290=4.5/1000
RETAIL B	9,674 S.F.	1/250	39	48=5/1000
Fast Food G	2,155 S.F.	1/250	13	22=10/1000
LOWES	120,578 S.F.	1/250	483	510=4.3/1000
MAJOR A	18,497 S.F.	1/250	74	74=4/1000
2 STORY BLDG	41,500 S.F.	1/250	166	166=4/1000
Total	264,189 S.F.		1056	4.3/1000 1127

Vicinity Map



RECEIVED
SEP 21 2009

Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court

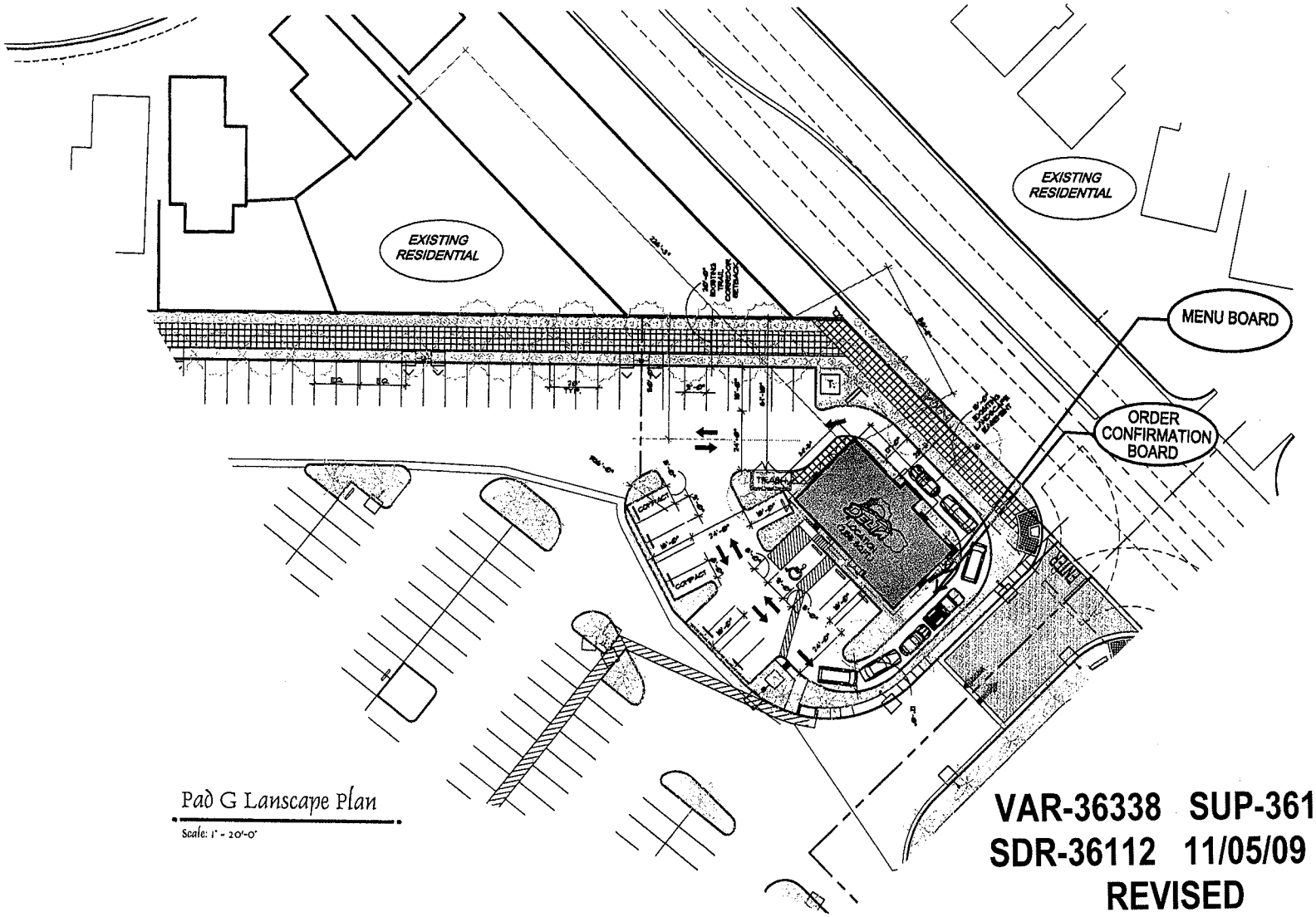
Schematic Design

September 22, 2009

Indigo Architecture, Inc.

(702) 456-277

SUP-36111
SDR-36112
11/05/09 PC



Pad G Lanscape Plan

Scale: 1" = 20'-0"

CAROLINE'S COURT
TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	QUANTITY
	CERCIDIUM HYBRID 'DESERT WILLOW' DESERT MUSEUM PALO VERDE	SEE NOTE 'B' BELOW	HIGH, MULTI-TRUNK TRIPLE STAKE	
	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	15 GAL	CONTAINER PLANTS SUSH SHAPE	
	CATALPA TASHKENTENSIS CATALPA	SEE NOTE 'B' BELOW	SINGLE TRUNK, D.S	
	PHOENIX DACTYLIFERA DATE PALM	30' TRUNK HT.	W SCARED TRUNK TO 'PINEAPPLE PINEAPPLE 4' LONG	
	PROSOPIS CHILENSIS THORNLESS CHILEAN MESQUITE	SEE NOTE 'B' BELOW	MULTI- TRUNK TRIPLE STAKE	
	ROBINIA AFZELIA PURPLE ROSE LOCUST	SEE NOTE 'B' BELOW	SINGLE TRUNK, D.S	
	WASHINGTONIA ROBUSTA HYBRID MEXICAN FAN PALM ALT SPEC - NONE SPECIFIED	30' TRUNK HT.	TRUNK SCARED TOP TO BOTTOM	

SHRUB LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL	4'-0" O.C.
	CASSIA ARTEMISIOIDES CASSIA	5 GAL	5'-0" O.C.
	CITHAREXYLUM OLIGOSTACHYUM SPANISH HEAD CITHAREXYLUM	5 GAL	3'-0" O.C.
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	3'-0" O.C.
	DASYLIRION WHEELERI DESERT SPOON	5 GAL	4' O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	3'-0" O.C.
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	36" O.C.
	LEUCOPHYLLUM F. 'COMPACTA' COMPACT TEXAS RANGER	5 GAL	36" O.C.
	LEUCOPHYLLUM F. 'RANGER CLOUD' GREEN CLOUD TEXAS RANGER	5 GAL	7'-0" O.C.
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL ALT SPEC 1 GAL	3'-0" O.C.
	MUHLENBERGIA C. 'REGAL MIST' REGAL MIST	5 GAL ALT SPEC 1 GAL	3'-0" O.C.
	SALVIA GREGGII AUTUM SAGE	5 GAL	24" O.C.

GROUND COVER/ VINE/ PERENNIAL LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	3'-0" O.C.
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	36" O.C.
	ACACIA REDONDAE 'LOW BOY' LOW BOY ACACIA	1 GAL	7'-0" O.C.

POT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
A	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	24" BOX	PLANT WITH (4) 6" POT AGAVE TA DUST
B	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	PLANT WITH (4) 6" POT VERBENA GOODDING
C	AGAVE VILMORINIANA OCTOPUS AGAVE	5 GAL	PLANT WITH FOUR (7) 1 GALLON AGAVE

ROCK MULCH

APPLY A 3" DEEP LAYER OF 3/4" SIZE MOJAVE GOLD DECOMPOSED GRANITE ROCK MULCH IN ALL PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THERE ARE TO BE NO BARE AREAS WITHOUT ROCK MULCH. TOP OF ROCK MULCH SHALL BE 1" BELOW FINISH SURFACE OF ADJACENT PAVING. ALL SLOPES GREATER THAN 3:1 SHALL HAVE 3" TO 4" ROCK TO MATCH THE PARENT SURFACE.

1-4" SIZE MOJAVE GOLD ROCK MULCH IN PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. SEE DETAIL 'F', SHEET L-1.1/EL

NOTES

1. ALL TREES TO HAVE NURSERY PHOTOS SUBMITTED TO RPA, INC FOR INITIAL APPROVAL RPA WILL TAG TREES AT THE NURSERIES - SEE SPECIFICATIONS
2. INSTALL ROOTBALL BARRIERS ON ALL TREES WITHIN 5'-0" OF A SIDEWALK, CURB OR FOUNDATION
3. ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY AND VIGOROUS LIVING CONDITION. DEAD VEGETATION SHALL BE PROMPTLY REMOVED AND REPLACED, IN ACCORDANCE WITH STANDARD SEASONAL PLANTING PRACTICES, WITH HEALTHY, LIVING PLANTS.
4. NO WALLS, FENCES, TREES, SHRUBS, UTILITY APPURTENANCES OR ANY OTHER OBJECT OTHER THAN TRAFFIC CONTROL DEVICES AND STREET LIGHT POLES, NOT BE CONSTRUCTED OR INSTALLED WITHIN THE SIGHT VISIBILITY TRIANGLE. THE SIGHT VISIBILITY TRIANGLE IS MAINTAINED AT LEAST THE 24 INCHES IN HEIGHT, MEASURED FROM TOP OF CURB, WHEN NO CURB EXISTS, A HEIGHT OF 71 INCHES IS MEASURED FROM TOP OF ADJACENT ASPHALT GRADE, OR PAVEMENT STREET SURFACE.
5. ALL SHADE TREES SHALL BE PLANTED AT LEAST 10' FROM ANY FIRE HYDRANT. ALL TREES SHALL BE 30' FROM ALL SHADE TREES ON THE INTERIOR OF THE PROPERTY AS MEASURED FROM THE TRUNK OF THE TREES

VAR-36338 SUP-36111
SDR-36112 11/05/09 PC
REVISED

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Del Taco Pad G)

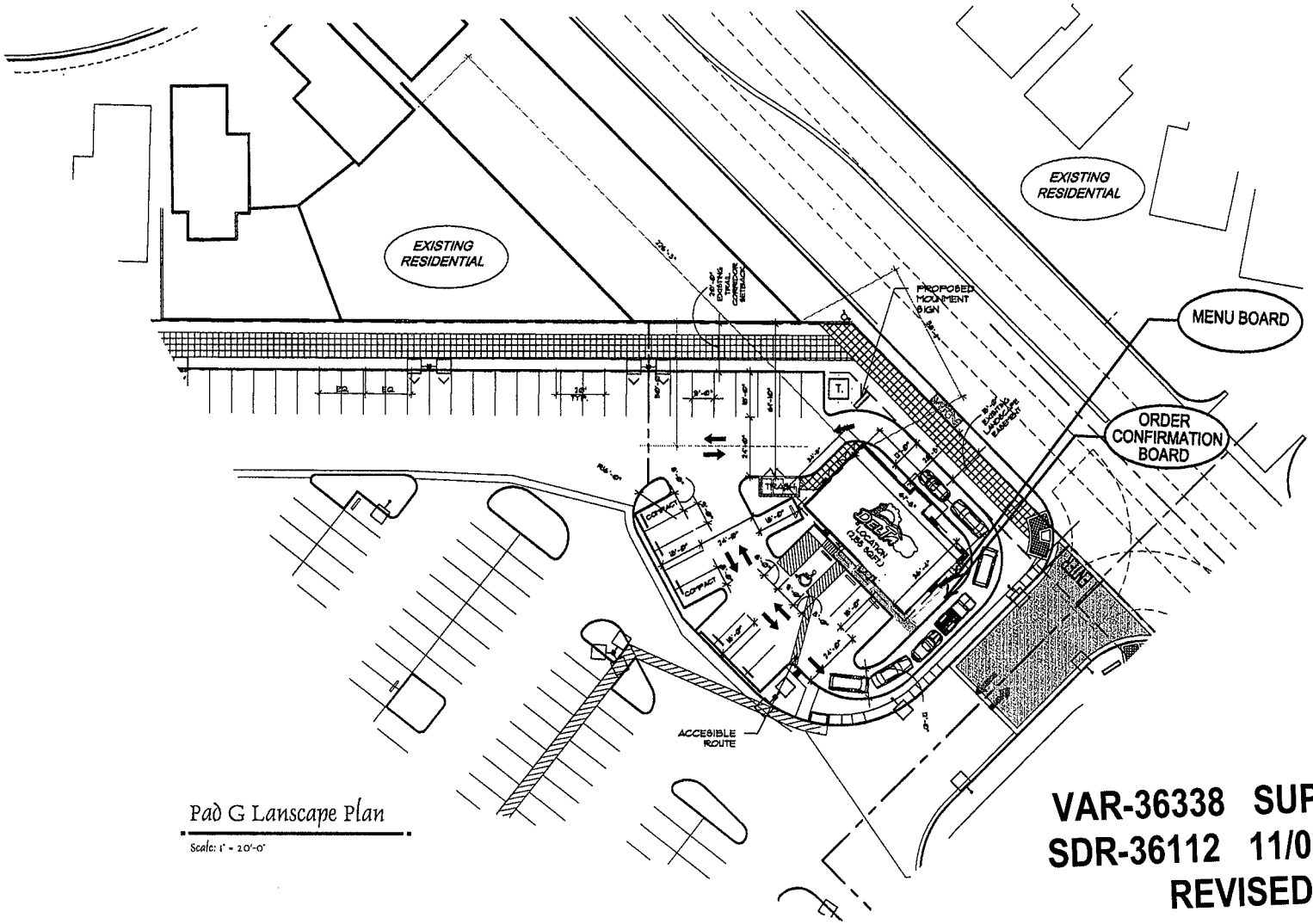
Schematic Design

October 14, 2009

Las Vegas, Nevada

Indian Architecture, Inc.
(702) 456-2772

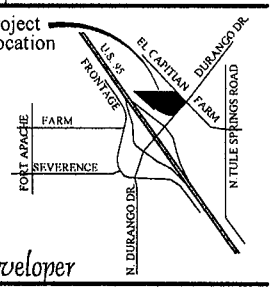
OCT 15 2009



Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C
PARKING REQUIRED (2,155 sf)	1/250 9 SPACES
PARKING PROVIDED	10.1/1000 22 SPACES

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770
CAMILL AFTALION (310) 208-7770 EXT. 113

Pad G Lanscape Plan

Scale: 1" = 20'-0"

VAR-36338 SUP-36111
SDR-36112 11/05/09 PC
REVISED

7757 N. El Capitan

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

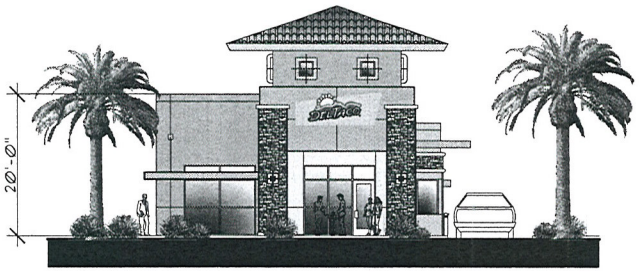
Caroline's Court (Del Taco Pad G)

Schematic Design

October 14, 2009

Indigo Architecture, Inc.
(702) 456-2772

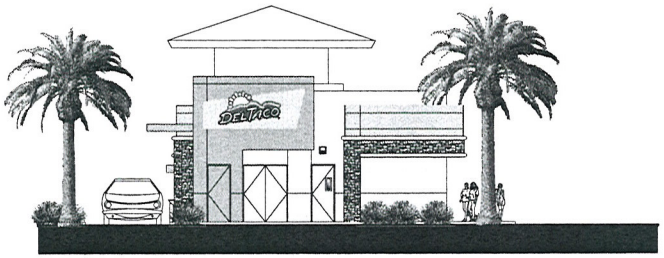
OCT 15 2009



South Elevation

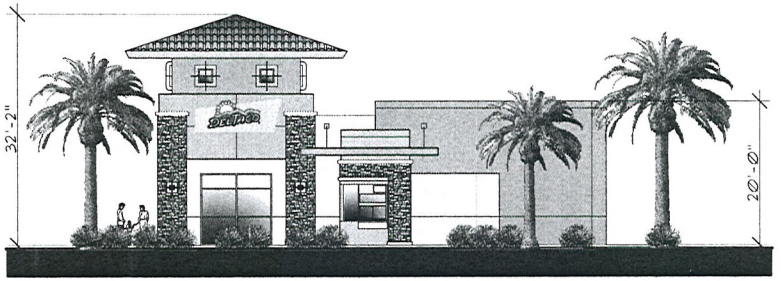
Scale: 1/8" = 1'-0"

PT-1 Frazee: Beach Grass 7751W
PT-2 Frazee: Tannery 7755D
PT-3 Frazee: Contemporary Maple 7786N
PT-4 Frazee: Antique Pine 8165D



North Elevation

Scale: 1/8" = 1'-0"



East Elevation

Scale: 1/8" = 1'-0"



West Elevation

Scale: 1/8" = 1'-0"

RECEIVED
SEP 21 2009

07270 Lease

Caroline's Court (Del Taco Pad G)

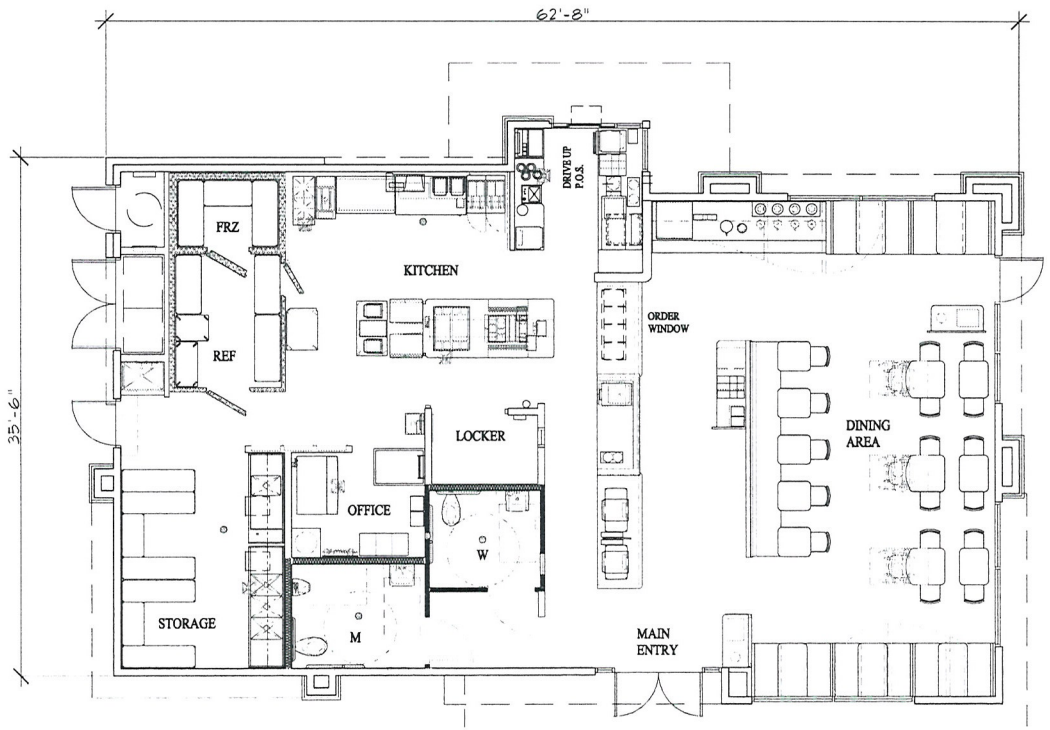
Schematic Design

August 31, 2009
Las Vegas, Nevada

Indigo Architecture, Inc.
(702) 456-2772

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

SUP-36111
SDR-36112
11/05/09 PC



Floor Plan 2,155 Gross SF

Scale: 1/4" = 1'-0"

OCCUPANT LOAD

MAXIMUM OCCUPANT LOAD CALCULATION

DINING	(ASSEMBLY - UNCONCENTRATED)	529 S.F. / 15	35.27
	FIXED SEATS	214 S.F.	32
KITCHEN	(COMMERCIAL)	692 S.F. / 200	3.46
STORAGE	(MERCANTILE)	81 S.F. / 300	.27
MECH. / EQUIP.		53 S.F. / 300	.177
LOCKER ROOM	(EMPLOYEES)	41 S.F. / 50	.82
OFFICE	(BUSINESS AREA)	35 S.F. / 100	.35
RESTROOMS	(2)	215 S.F. / 200	1.8
COOLER	(COOLER / FREEZER)	183 S.F. / 300	.61
HALLWAY	(2)	62 S.F. / 200	.31
TOTAL MAXIMUM OCCUPANT LOAD			75

EXIT WIDTH
2006 IBC, TABLE 1005.1

EXIT WIDTH = OCCUPANT LOAD x 0.2 (EXIT FACTOR) 75 x 0.2 = 15
15 INCHES = 1'-3" REQUIRED
12'-0" TOTAL EXIT WIDTH PROVIDED AT THREE (3) DOORS

RECEIVED
SEP 21 2009

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Del Taco Pad G)

Schematic Design

© Copyright Indigo Architecture, Inc. 2009

September 22, 2009
Las Vegas, Nevada

SUP-36111
SDR-36112
11/05/09 PC

Indigo Architecture, Inc.
(702) 456-2772



SUP-36111 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36111 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36111 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36111 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36111 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

CAROLINE'S COURT, LLC
10877 Wilshire Blvd, Suite 1407
Los Angeles, CA 90024

September 16, 2009

City of Las Vegas Development Services Center
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

RE: Justification for Special Use Permits & Site Development Review
APN 125-17-612-001

Dear Staff:

Caroline's Court LLC respectfully submits a Special Use Permit and Site Development Review applications for your consideration.

Project Surroundings:

The subject property (23.62 acres) is located at the west quadrant of the intersection of Durango Drive and El Capitan Way (Farm). The development lies within the Town Center Development area and is designated SC-TC defined as Service Commercial. This development complies with the Town Center Development Standards.

Project Approval:

Per SDR-20496, SUP-20497, SUP-20498, and SUP-20499, the subject site was approved for a commercial retail center including a Lowe's Home Improvement Center, fast food restaurants, a retail strip center with a major anchor, full service restaurants. A 2-story office/medical building is also part of the 2007 approval. However, this is not included in the current development. The 2007 approval allowed 269,860 sf of building gross area, of which 41,500 sf was allocated for the future office/medical building, which allowed for 228,360 sf of commercial/retail. The total site area is 1,031,509 square feet with proposed building gross area of 264,189 square feet (26% site coverage) and 1,130 parking spaces. The open space totals approximately 241,135 square feet (23.4%).

Special Use Permit- Del Taco Fast Food with Drive-Thru (AKA Retail "G")

Del Taco will require Special Use Permit for its associated drive-thru window. The intercom for ordering is on the south side of the fast food building. Therefore the fast food building itself will serve as a sound buffer/barrier to the neighboring homes. Additionally, the intercom for ordering is not on the menu order sign. It is an independent stand adjacent to the vehicle's driver. Finally, the distance of the intercom from the residential homes is just under 300 ft. Fast Food "B" is adjacent to the main entrance to the development. If approved, the building on Pad G will be reduced by 700 square feet from the 2007 approved 2,865 sf.

SUP-36111
SDR-36112
11/05/09 PC

Del Taco will receive non-peak hour deliveries two or three times a week. Per condition #23 of approved SDR 20496, no deliveries shall take place between the hours of 10:00 pm and 6:00 am. Given the delivery hours and the location of the building relative to the rest of the development, which has already been approved, the placement of a loading dock would be a hardship that would further endanger the successful completion of the project. A permanent loading area would compromise the required parking and disrupt the follow of traffic.

In times of such economically turbulence, the Caroline's Court has been unable to attract many retail users. So it is in light of this economic hardship that the Caroline's Court earnestly appeals for approval of the above request. Such approval will also bring much needed tax revenues for the City, generate employment within the local area, and increase the value of all properties, whether commercial or residential, in this neighborhood. Some of the immediate neighbors have already been informed and they agree that such an approval will only serve the neighborhood in a positive way in every aspect.

Site Development Review for Del Taco and Clock Tower

1. Del Taco with Drive-Thru

Based on the current zoning ordinance, a total of 22 parking spaces are required for Del Taco. Del Taco's individual parcel meets the parking requirement.

A Landscape plan is provided showing only the Del Taco parcel. The master landscape plan for entire project remains the same.

2. Increase of Height for Clock Tower

Per SDR-20496, the clock tower was approved for 38'-3" height for clock tower. We respectfully request to increase height to 72'.

CENTENNIAL TOWN CENTER

Despite naming the neighborhood "Centennial Town Center," there is no centralized business or shopping areas, much less open public space. Caroline's Court, with its towering Clock on the corner, will go long way in giving the "Centennial Town Center" neighborhood the identity that it lacks and needs.

The Tuscan clock tower shall be a landmark that distinguishes Caroline's Court from the other Centers. It shall also give definition to "Centennial Town Center" just like the towns, villages, and hamlets of the Old European urban architecture where most of the gatherings and happenings took place in the square below the clock tower.

Even in these harsh times, developer recognizes that a retail center should be more than just a collection of stores and restaurants. It should also contain a feature or an artwork preferably "married" with the Center's overall architecture. Therefore, the developer has combined art with architecture in the form of this clock tower to be built at a great expense with no financial return in the future.

SUP-36111
SDR-36112
11/05/09 PC

Just like the old Town Centers of Europe, we plan to have 2 restaurants in the 2 buildings on either side of the clock tower and these restaurants will have a big courtyard in between where the presence of the clock tower will also be felt. The corner of the Center will be sitting approx. 8' above the street elevation so the passersby will see the courtyard with densely planted palm trees as well as custom-designed canopies. Patrons of the 2 restaurants may also sit outside underneath the canopies and the trees; all under the majestic presence of the clock tower.

Caroline's Court will be designed using a palette of warm desert colors accented by Tuscan architecture that involves a combination of the classical architectural elements of the Old World Europe and its use of stonework along with the modern features to make Caroline's Court visit by anyone a pleasant experience.

Request for Waiver

To allow zero feet of landscape buffer adjacent to Durango at Del Taco site (with Drive-Through) use where ten additional feet are required per Town Center Development Standards, B. 5.B. 2 and 3 (page 44)

The general purpose of landscape buffer is to enhance visual beauty and to help prevent and control, soil stability, storm run off, dust and air pollution. The overall site exceed 15% open space/landscape requirement (23.4% provided.) With the constraint of Lowe's parcel which make it impossible to meet the standard along Durango Drive. It should be noted that the landscape buffer between the development and the residential subdivision has been increased from the 8 feet minimum to 10 feet. Additionally, the bulk of the development has been placed at the far end of the property from the residential subdivision. The placement of the buildings is such that the development itself helps screen the residences from the freeway. The 20 ft public trail adjacent to El Capitan, as well as, along the entire residential subdivision, together with the very large parking lot landscaping islands will provide additional screening and will be an appealing amenity of the project

Caroline's Court looks forward to make these improvements and graciously asks for your approval. We appreciate your consideration of these applications and look forward to all public hearing dates.

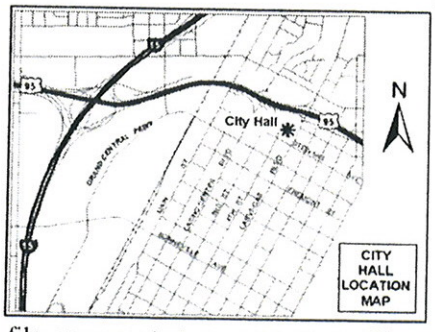
Please contact our office if you need any additional information.

Yours truly,
CAROLINE'S COURT, LLC

Jacob Khakshouri
Manager

SUP-36111
SDR-36112
11/05/09 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517114014
STARR LILLIAN M
7921 LOVELY PINE PL
LAS VEGAS NV 89143-4405

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

There is too much traffic in this area.
Lowes should never been allowed
L. Starr

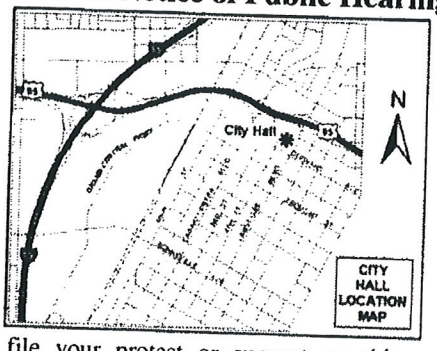
HAVDS11 89143

Submitted after final agenda

Date 10/29/09 Item 40P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 27 2009

12517212030 Case: VAR-36338
GARGANO STEPHEN F
249 COUNTRY LN
RANCHO SANTA MARGARITA CA 92688-0

39 P

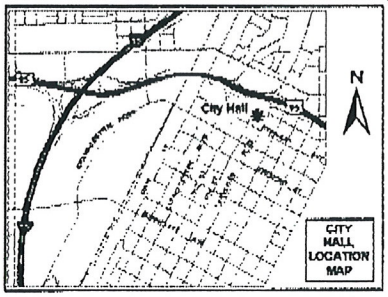
7147965506 10:53:54 a.m. 10-27-2009 1 /2

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517516015
HAVELY SHAWN & SHANNON
4789 DREAM CATCHER AVE
LAS VEGAS NV 89129-5324

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111
Planning Commission Meeting of 11/5/2009

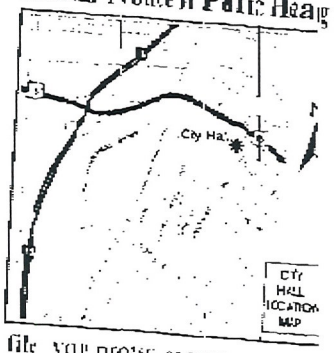
HAVD511 89129

39A

Oct 25 09 12:25p D. Rosenbaum p.1 2063396736

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-1986

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 the envelope provided or postage to the Planning & Development Department at the address above or fax this side of this card to (702) 455-7268. If you would like to see your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/3/2009

RECEIVED
OCT 26 2009

1517525006 Case: VAR-36338
ROSENBAUM DANIEL B
886 SHADY PINES DR
LAS VEGAS NV 89143-4453

394

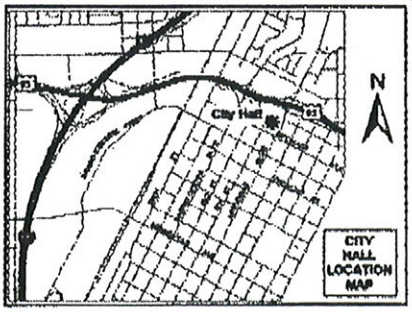
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST-CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517611003
7785 NORTH DURANGO L L C
314 GRAND ST
NEW YORK NY 10002-4502

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

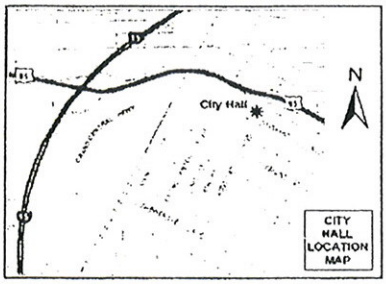
NAVOS11 10002

Submitted after final agenda

Date 11/02/09 Item 40A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-36338

12517525007
KNORR DAVID G & PATRICIA A
266 S CENTER ST
ORANGE CA 92866-2075

☒ I SUPPORT this Request ☐ I OPPOSE this Request

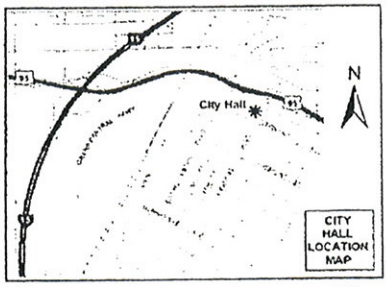
Please use available blank space on card for your comments.
VAR-36338 & SUP-36111
Planning Commission Meeting of 11/5/2009

Submitted after final agenda

Date 10/29/09 Item 40A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36338 & SUP-36111

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: VAR-36338
12517512003
KNORR DAVID G & PATRICIA
266 S CENTER ST
ORANGE CA 92866-2075

HAVDS11 92866

Submitted after final agenda

Date 10/29/09 Item 40A

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-36112 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-36338 AND SUP-36111 - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, LLC - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-20496) FOR A PROPOSED 2,155 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH WITH A WAIVER OF TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW NO LANDSCAPING WITHIN THE ADDITIONAL 10-FOOT SETBACK AREA REQUIRED ALONG THE EAST PERIMETER FOR A FAST FOOD RESTAURANT, AND FOR A 72-FOOT TALL CLOCK TOWER WHERE A 39-FOOT TALL TOWER WAS PREVIOUSLY APPROVED on 25.03 acres at the northwest corner of El Capitan Way and Durango Drive (APN 125-17-612-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-1 vote) and staff recommend DENIAL.

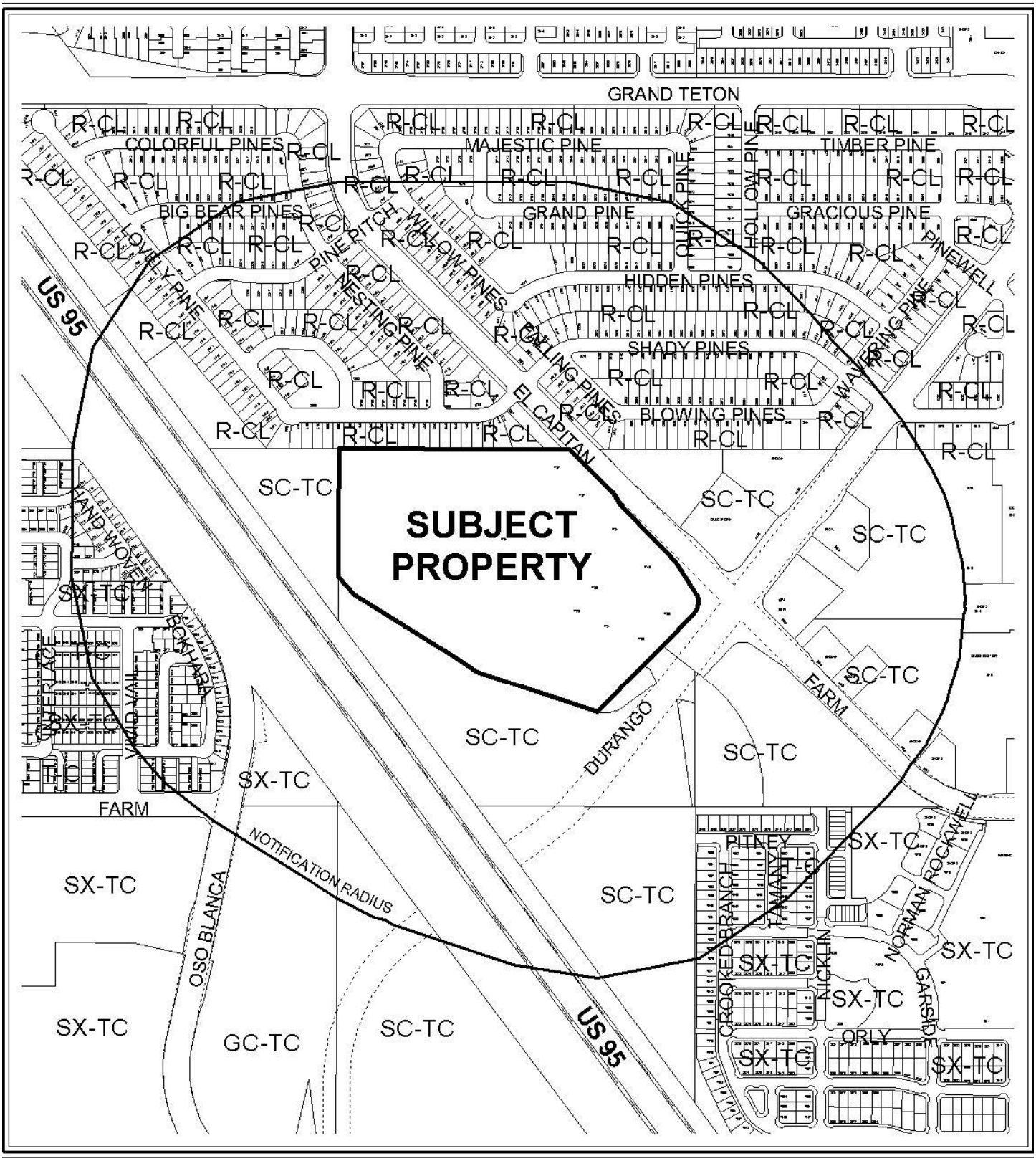
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 41



CASE: **SDR-36112**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]



CASE: **SDR-36112**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-36112 - APPLICANT/OWNER: CAROLINE'S COURT, LLC

** CONDITIONS **

The Planning Commission (6-1/gf vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to the conditions for Variance (VAR-36338) and Special Use Permit (SUP-36111) if approved, and Site Development Plan Review (SDR-20496), except as amended by conditions herein.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 10/15/09 and building elevations date stamped 09/21/09, except as amended by conditions herein.

4. A Waiver from Town Center Development Standards is hereby approved, to allow zero feet of landscaping within the additional 10-foot setback area required along the east perimeter at the Pad 'G' Restaurant (with Drive-Through) use where 10 feet of additional landscaping is required.

5. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

6. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

7. Site development to comply with all applicable conditions of approval for Site Development Plan Review SDR 20496, Caroline's Court (Commercial Subdivision) and all other applicable, subsequent site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-20496) for a proposed 2,155 square-foot Restaurant with Drive-Through on a portion of 25.03 acres at the northwest corner of El Capitan Way and Durango Drive. The restaurant is part of an overall shopping center site currently under construction. The request includes a Waiver of Town Center Development Standards to allow no landscaping within the additional 10-foot setback area required along the east perimeter for a fast food restaurant use. Additionally, the previously approved 39-foot tall clock tower feature at the corner of El Capitan Way and Durango Drive is requested to be raised to a height of 72 feet. Staff recommends denial, as the request is inconsistent with Town Center Development Standards. The site as designed will not allow for additional landscaping along El Capitan Way, nor will it allow for a loading space for deliveries to the proposed restaurant. The clock tower is proposed to be raised to a height incompatible with development in this area of Town Center. If denied, the pad site will remain as previously approved for retail uses.

Issues:

- The proposed restaurant pad site was previously approved for a 3,200 square-foot pad with retail uses.
- The Major Amendment applies to the entire shopping center site, as it currently consists of one lot. It includes a change to the height and elevations for the approved clock tower.
- A Variance (VAR-36338) to allow no loading spaces on the proposed Restaurant with Drive Through site where one is required and a Special Use Permit (SUP-36111) for a proposed 2,155 square-foot Restaurant with Drive Through use will be required for approval of this Site Development Plan Review.
- For approval of this request, a Waiver of Town Center Development Standards Section B.5.B is required to allow no landscaping within the additional 10-foot setback area required along El Capitan Way.
- The proposed change in height of the clock tower represents an 89 percent increase from the previously approved height.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/12/64	The Board of City Commissioners approved an Annexation (A-0003-64) of approximately 5,000 acres generally located north of Lone Mountain Road and west of Decatur Boulevard.

12/07/98	The City Council approved a request for a Rezoning (Z-0076-98) to T-C (Town Center) on 1,468 acres located within the Northwest General Plan Amendment to the City of Las Vegas General Plan, including the subject site. The Planning Commission and staff recommended approval.
04/26/07	The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Special Use Permit (SUP-20500) for a Restaurant with Drive-Through use on the subject site. Staff had recommended approval.
07/11/07	The City Council approved a request for Special Use Permits for Building and Landscape Material/Lumber Yard (SUP-20497), Outdoor Storage, Accessory (SUP-20498), and Restaurant with Drive-Through (SUP-20499) on the subject site. The Planning Commission and staff recommended approval.
07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements and fast food restaurant uses on the subject site. The Planning Commission and staff recommended approval.
11/30/07	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for reduction of floor area of the Fast Food 'A' building from 2,650 square feet to 2,407 square feet.
07/22/08	Code Enforcement responded to a complaint regarding graffiti on the subject site. Code Enforcement resolved the case 07/25/08.
07/31/08	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for revisions in the elevations for the Major 'A' building and Buildings A through G. There were no major changes in height or materials.
09/17/08	The City Council approved a request for a Major Modification (MOD-28538) of the Town Center Land Use Plan to amend the land use designation from SC-TC (Service Commercial - Town Center) to GC-TC (General Commercial - Town Center) on 7.97 acres at the southwest corner of Durango Drive and Farm Road. The Planning Commission recommended approval; staff recommended denial.
04/23/09	The Planning Commission approved a Waiver (WVR-33758) of the Town Center Development Standards to allow no amenity zone along Durango Drive where a 2.5-foot amenity zone was required. Staff recommended denial.
06/19/09	A Final Map (FMP-27577) for a one-lot commercial subdivision (Caroline's Court) was recorded.

06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a proposed commercial development on the subject site, with waivers of the Town Center Sign Standards to allow 2,609 square feet of freestanding signage where 1,506 square feet is allowed, a 100-foot pylon sign where 24 feet is allowed, three monument signs along the El Capitan Way street frontage where two are allowed, and to allow wall signs to face an existing residential development that is located outside of the city limits of the Centennial Hills Town Center where such is not permitted. Staff recommended denial.
07/15/09	The City Council approved Extensions of Time for previously approved requests for Special Use Permits for Building and Landscape Material/Lumber Yard (EOT-34757), Outdoor Storage, Accessory (EOT-34759), and Restaurant with Drive-Through (EOT-34761) uses on the subject site. The approvals will expire 07/11/10 unless another Extension of Time is approved by the City Council. Staff recommended approval.
07/15/09	The City Council approved an Extension of Time (EOT-34762) for a previously approved request for a Site Development Plan Review (SDR-20496) for a proposed 296,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements on the subject site. Staff recommended approval.
09/10/09	Code Enforcement responded to a complaint (#81718) regarding construction noise on the site beginning at 4:30 a.m. and parking lot lighting potentially shining into residences. Code Enforcement resolved the case on 10/01/09
09/21/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,734 square feet to 269,212 square feet and to revise the landscape plan to incorporate a drainage channel.
10/07/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,212 square feet to 264,189 square feet and to remove the drainage channel along the east perimeter of the site.
11/05/09	The Planning Commission recommended approval of companion items VAR-36338 and SUP-36111 concurrently with this application. The Planning Commission voted 6-1/gf to recommend DENIAL (PC Agenda Item #41/ss).
12/02/09	The City Council will hear a related request (ROC-36456) to review Condition Number 21 of a Site Development Plan Review (SDR-20496) to amend restrictions on hours of operation on the site.
Related Building Permits/Business Licenses	
12/27/07	An application for a building permit (B-COMM-26225) for a certificate of occupancy for a retail building at 7751 North El Capitan Way was submitted. The permit has not yet been issued.

04/25/08	An application for a building permit (B-COMM-27890) for a certificate of occupancy for a restaurant at 7741 North El Capitan Way was submitted. The permit has not yet been issued.
09/16/08	A building permit (B-COMM-25179) was issued for the overall shopping center site buildings and clock tower at 7737 North El Capitan Way. A final inspection has not been completed.
10/02/08	Civil improvement Mylar plans (L-CIVIL-28917) were approved for Fast Food 'A' pad at 7737 North El Capitan Way.
10/23/08	Building permits (B-SHL-100093, 100094, 100096, 100097, 100098, 100100, 100103 and 100104) were issued for shells of Buildings A, B, C, D, E, F, G, and Major 'A' at 7703 North El Capitan Way. No final inspections have been completed to date.
10/23/08	A building permit (B-COMM-100105) was issued for a 39-foot tall clock tower at 7741 North El Capitan Way. A final inspection has not been completed.
10/23/08	A building permit (B-GRAD-124282) was issued for grading of the overall shopping center site at 7741 North El Capitan Way. A final inspection has not been completed.
09/18/09	A Wall/Fence permit (#147013) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
Pre-Application Meeting	
09/01/09	The applicant was advised that in addition to the Special Use Permit, a Site Development Plan Review would also be required, as the use on the approved pad site would be changing. The applicant requested that revised plans for the development's clock tower be added to the site review submittal.
Neighborhood Meeting	
10/06/09	A neighborhood meeting for this item and the accompanying Site Development Plan Review was held at the Centennial Hills Community Center located at 6601 N Buffalo Drive, 6:00 p.m. Six members of the public, two members representing the applicant, one City Council staff member and one member of Planning & Development staff attended. No concerns were raised at the meeting.
Field Check	
10/01/09	The site is undeveloped with no structures. However, grading of the site is underway. The trail path along the north property line has been constructed.

Details of Application Request	
Site Area	
Net Acres	25.03

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	Single Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
East	General Retail	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
	Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
West	ROW (U.S. 95)	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-C Town Center District	X		N
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C Town Center District	X		N
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

The following changes are proposed to the previously approved Site Development Plan Review (SDR-20496):

Standard Category	Approved SDR-20496	Proposed SDR-36112	Pct Change
Pad G – use	Retail	Restaurant with Drive Through	N/A
Pad G Building Size	3,200 SF	2,155 SF	-33%
Pad G Building Height	29.83 feet	32.16 feet	+7.8%
Overall Floor Area	269,734 SF	264,189 SF	-2%
Parking Required	1,079 spaces	1,057 spaces	-2%
Parking Provided	1,137 spaces	1,127 spaces	-0.9%

Max. Lot Coverage	26.2%	25.6%	-0.6%
Open Space	22%	23.4%	+1.4%
Clock Tower Height	38.25 feet	72.16 Feet	+89%

Pursuant to Title 19.08.060, the following Residential Adjacency Standards apply to the subject proposal:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope (Pad G)	96 feet	109 feet	Y
Adjacent development matching setback	10 feet	55 feet	Y
Trash Enclosure	50 feet from residential	62 feet	Y

Landscape and Open Space Standards

The proposed change to a Restaurant with Drive-Through use on Pad 'G' has triggered a requirement for provision of an additional 10 feet of landscaping along El Capitan Way in addition to the 15 feet required in the SC-TC (Service Commercial – Town Center) land use areas. The proposed building is set back 12 feet from the 15-foot landscape buffer area containing a required multi-use transportation trail; however, this space is proposed to be occupied by a 12-foot drive-through lane. A Waiver of the Town Center Development Standards has been requested for relief from this additional 10-foot landscaped setback requirement.

There are no additional changes to the master landscape plan for the site.

Streetscape Standards

No changes to the approved streetscape standards are proposed.

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	*Required*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	264,189 SF	1 space /250 SF GFA	1036	21	1099	28	Y
TOTAL			**1057**		**1127**		**Y**

Loading Spaces	264,189 SF	3 spaces for first 50,000 SF, then one add'l space per 100,000 SF GFA over 50,000	6 spaces	7 spaces	Y

Sign Standards

Signage is subject to the approved Master Sign Plan for the overall shopping center development approved under MSP-34174. Any changes to the approved Master Sign Plan are subject to the conditions of approval under that action.

Waivers		
Requirement	**Request**	**Staff Recommendation**
TCDS B.5.B.2 – Freestanding fast food buildings shall be set back an additional 10 feet from the required setback to provide a more substantial landscape buffer	To allow no landscaping within the required additional 10-foot setback	Denial

ANALYSIS

According to Title 19.18.050(B)(2)(h), a Site Development Plan Review is required for alterations that affect the external dimensions of a building and that change the use or type of occupancy within all or part of the building. This amendment primarily includes changing the use on Pad 'G' from a 3,200 square foot retail building to a 2,155 square foot Restaurant with Drive Through. This site was originally approved for a 269,860 square foot commercial center in 2007. Since the time of original approval, there have been several Minor Site Development Plan Reviews for the overall 25-acre site that have reduced floor area on the building pad sites such that the total floor area is now 264,189 square feet. Vertical construction has not yet begun; however, approvals for the site review and the special uses on the site have been extended through 2010.

With the change of use and reduction of floor area of the proposed restaurant building, the site remains an orderly development. While the building size on Pad 'G' is decreasing approximately 33 percent, the building's height is increasing approximately 2.5 feet. The project will still comply with residential adjacency standards. With the reduction in floor area overall, the parking requirement has decreased by two percent, lot coverage has decreased less than one percent and open space provided has increased 1.4 percent. The clock tower structure located at the corner of El Capitan Way and Durango Drive is proposed to increase in height 89 percent, from 39 feet to 72 feet. The location of the tower is not changing from the original approval. While the tower will maintain the same architectural character as previously approved, matching that of the buildings on the site, it will also contain an additional floor for maintenance. No signage is proposed to be placed on the tower.

There are several deviations from Town Center Development Standards and Title 19 that must either be waived or varied. The site as designed will not allow for additional landscaping along El Capitan Way, nor will it allow for a loading space for deliveries to the proposed restaurant. Per Title 19.10.020(D), loading spaces shall be located and designed adjacent to, or as close as possible to the main structure. Because of the need for deliveries to the restaurant, a loading space is required on the Pad 'G' site but cannot be provided given the proposed site design. The approved site plan shows more loading spaces than are required by Title 19 based on total floor area; however, some of the loading spaces are not in the locations where they are required. A companion Variance (VAR-36338) has been requested for relief from this standard.

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 changes to the overall site plan are inconsistent with Town Center Development Standards. The site as designed will not allow for additional landscaping along El Capitan Way, nor will it allow for a loading space for deliveries to the proposed restaurant. The height of the clock tower feature is proposed to be increased by nearly 90 percent, which is inconsistent with other development in the vicinity.

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 changes to the Pad 'G' site to allow a Restaurant with Drive Through use require a Waiver of the Town Center Development Standards to allow no additional landscaping within the additional 10-foot setback area required along the east perimeter, as well as a Variance of Title 19 to allow no loading spaces where one is required for deliveries. The inconsistencies with standards are a result of site design and not the physical characteristics of the site itself, and therefore cannot be supported.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the development is provided by two driveways from El Capitan Way, classified as an 80-foot wide Town Center Arterial by the Town Center Development Standards Manual. Durango Drive, a 100-foot wide Primary Arterial, provides an additional driveway access. No changes are proposed to the overall plan that will affect adjacent roadways or the flow of neighborhood traffic; however, circulation around the proposed drive through on Pad 'G' during peak business hours may conflict with the location of the provided parking spaces.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials and landscape materials are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The building elevations, design characteristics and other architectural and aesthetic features are attractive and compatible with development in the area. The clock tower will maintain architectural compatibility with other structures on the site.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The project will be subject to permit review and inspections; therefore, appropriate measures will be taken to protect public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED	536 by City Clerk
APPROVALS	2
PROTESTS	1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-36112 APN: 125-17-601-012, 017 & 125-17-202-001

Name of Property Owner: CAROLINE'S COURT, LLC

Name of Applicant: JPL Engineering, Inc.

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: _____

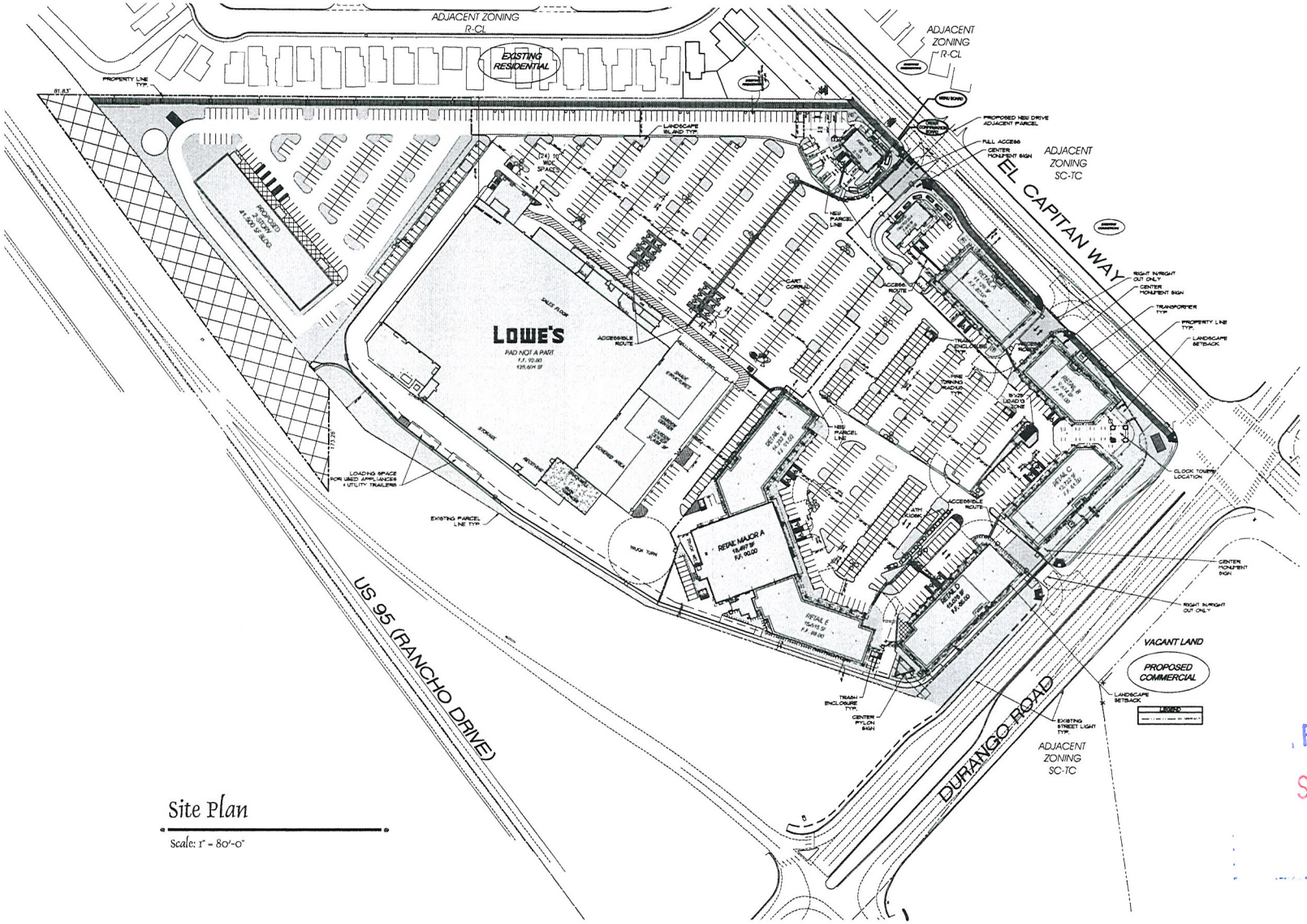
Print Name: Jacob Khakshouri
Manager, Caroline's Court, LLC

Subscribed and sworn before me

This 3rd day of June, 2009

_____
Notary Public in and for said County and State

CARMELYN MENDOZA
Commission # 1709016
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2011



Site Plan

Scale: 1" = 80'-0"

Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C

Site Area Data

SITE GROSS	+/- 23.62 ACRES 1,031,509 S.F.
BUILDING AREA GROSS	264,189 S.F. GROSS
SITE COVERAGE	26 PERCENT
2 STORY BUILDING SITE	+/- 3.4 ACRES 144,638 S.F.
BUILDING AREA GROSS	41,500 S.F. GROSS
SITE COVERAGE	29 PERCENT
LOWES SITE	+/- 11 ACRES 417,900 S.F.
BUILDING AREA GROSS	120,578 S.F. GROSS
SITE COVERAGE	29 PERCENT
RETAIL SITE / FASTFOOD SITE	+/- 8.89 ACRES 387,000 S.F.
BUILDING AREA GROSS	102,111 S.F. GROSS
SITE COVERAGE	26.3 PERCENT

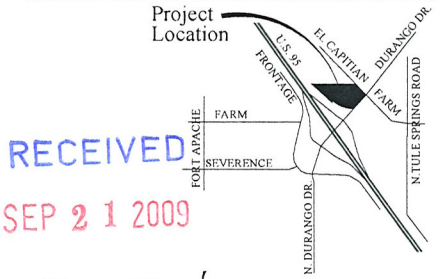
Building Open Space:

AREA REQUIRED 20%	+/- 206,302 SF +/- 4.7 ACRES
AREA PROVIDED 23.4%	+/- 241,135 SF +/- 5.3 ACRES

Parking Data:

BUILDING		PARKING		
BLDG.	BLDG. AREA	REQ'D RATIO	REQ'D	PROVIDED
Fast Food A	2,400 S.F.	1/250	11	17=7/1000
RETAIL A,C,D,E,F	67,448 S.F.	1/250	270	290=4.5/1000
RETAIL B	9,674 S.F.	1/250	39	48=5/1000
Fast Food G	2,155 S.F.	1/250	13	22=10/1000
LOWES	120,578 S.F.	1/250	483	510=4.3/1000
MAJOR A	18,497 S.F.	1/250	74	74=4/1000
2 STORY BLDG.	41,500 S.F.	1/250	166	166=4/1000
Total	264,189 S.F.		1056	4.3/1000 1127

Vicinity Map



RECEIVED
SEP 2 1 2009

Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court

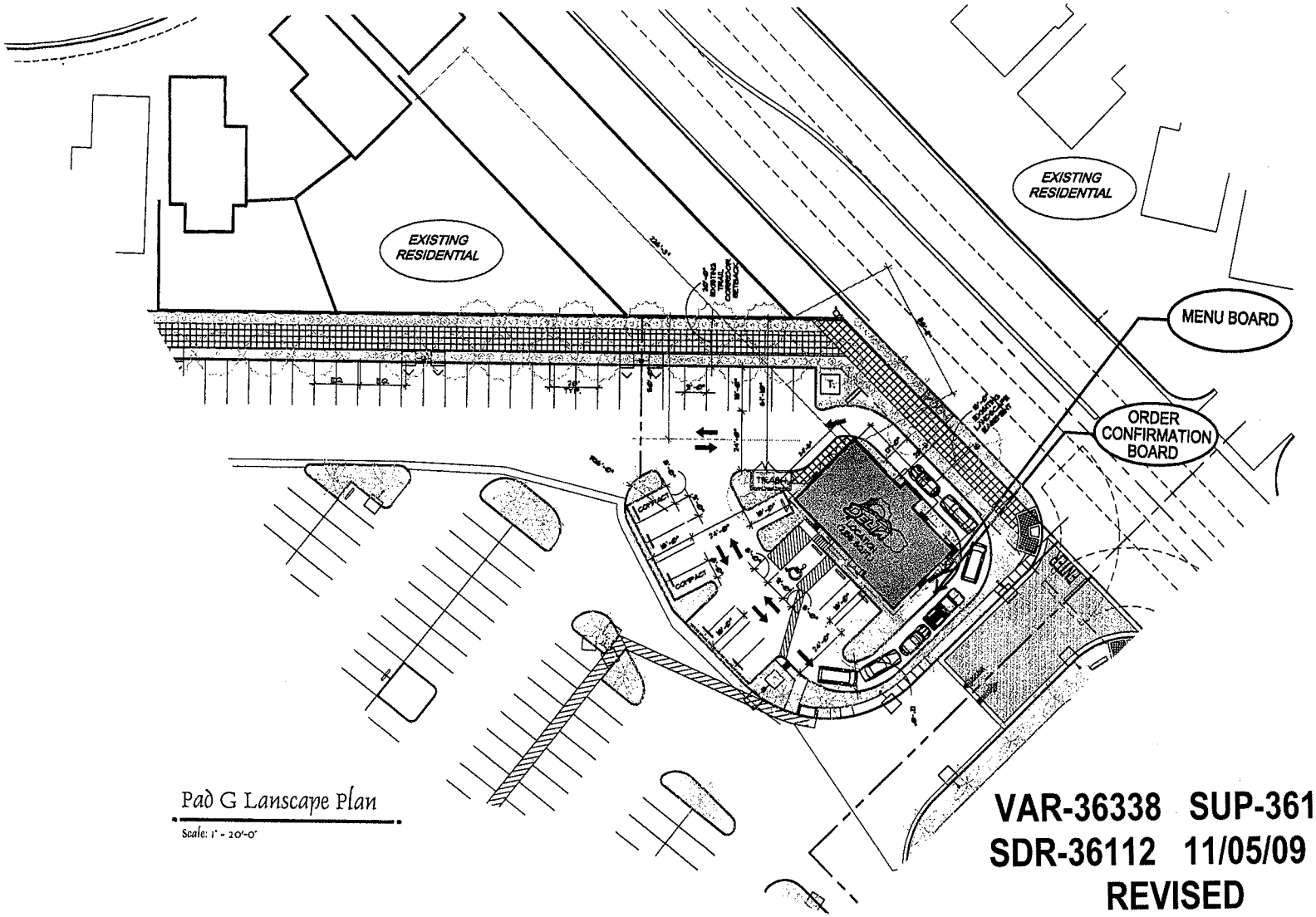
Schematic Design

© COPYRIGHT INDIGO ARCHITECTURE, INC. 2009

SUP-36111
SDR-36112
11/05/09 PC

September 22, 2009
Las Vegas, Nevada

Indigo Architecture, Inc.
(702) 456-2772



Pad G Lanscape Plan

Scale: 1" = 20'-0"

CAROLINE'S COURT
TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	QUANTITY
	CERCIDIUM HYBRID 'DESERT WILLOW' DESERT MUSEUM PALO VERDE	SEE NOTE 'B' BELOW	HIGH, MULTI-TRUNK TRIPLE STAKE	
	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	15 GAL	CONTAINER PLANTS SUSH SHAPE	
	CATALPA TASHKENTENSIS CATALPA	SEE NOTE 'B' BELOW	SINGLE TRUNK, D.S	
	PHOENIX DACTYLIFERA DATE PALM	30' TRUNK HT.	W SCARED TRUNK TO 'PINEAPPLE PINEAPPLE 4' LONG	
	PROSOPIS CHILENSIS THORNLESS CHILEAN MESQUITE	SEE NOTE 'B' BELOW	MULTI- TRUNK TRIPLE STAKE	
	ROBINIA AFZELIA PURPLE ROSE LOCUST	SEE NOTE 'B' BELOW	SINGLE TRUNK, D.S	
	WASHINGTONIA ROBUSTA HYBRID MEXICAN FAN PALM ALT SPEC - NONE SPECIFIED	30' TRUNK HT.	TRUNK SCARED TOP TO BOTTOM	

SHRUB LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL	4'-0" O.C.
	CASSIA ARTEMISIOIDES CASSIA	5 GAL	5'-0" O.C.
	CITHAREXYLUM OLIGOSTACHYUM SPANISH HEAD CITHAREXYLUM	5 GAL	3'-0" O.C.
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	3'-0" O.C.
	DASYLIRION WHEELERI DESERT SPOON	5 GAL	4' O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	3'-0" O.C.
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	36" O.C.
	LEUCOPHYLLUM F. 'COMPACTA' COMPACT TEXAS RANGER	5 GAL	36" O.C.
	LEUCOPHYLLUM F. 'RANGER CLOUD' GREEN CLOUD TEXAS RANGER	5 GAL	7'-0" O.C.
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL ALT SPEC 1 GAL	3'-0" O.C.
	MUHLENBERGIA C. 'REGAL MIST' REGAL MIST	5 GAL ALT SPEC 1 GAL	3'-0" O.C.
	SALVIA GREGGII AUTUM SAGE	5 GAL	24" O.C.

GROUND COVER/ VINE/ PERENNIAL LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	3'-0" O.C.
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	36" O.C.
	ACACIA REDONDAE 'LOW BOY' LOW BOY ACACIA	1 GAL	7'-0" O.C.

POT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS
A	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	24" BOX	PLANT WITH (4) 6" POT AGAVE TA DUST
B	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	PLANT WITH (4) 6" POT VERBENA GOODDING
C	AGAVE VILMORINIANA OCTOPUS AGAVE	5 GAL	PLANT WITH FOUR (7) 1 GALLON AGAVE

ROCK MULCH

APPLY A 3" DEEP LAYER OF 3/4" SIZE MOJAVE GOLD DECOMPOSED GRANITE ROCK MULCH IN ALL PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THERE ARE TO BE NO BARE AREAS WITHOUT ROCK MULCH. TOP OF ROCK MULCH SHALL BE 1" BELOW FINISH SURFACE OF ADJACENT PAVING. ALL SLOPES GREATER THAN 3:1 SHALL HAVE 3" TO 4" ROCK TO MATCH THE PARENT SURFACE.

1-4" SIZE MOJAVE GOLD ROCK MULCH IN PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. SEE DETAIL 'F', SHEET L-1.1/EL

NOTES

1. ALL TREES TO HAVE NURSERY PHOTOS SUBMITTED TO RPA, INC FOR INITIAL APPROVAL RPA WILL TAG TREES AT THE NURSERIES - SEE SPECIFICATIONS
2. INSTALL ROOTBALL BARRIERS ON ALL TREES WITHIN 5'-0" OF A SIDEWALK, CURB OR FOUNDATION
3. ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY AND VIGOROUS LIVING CONDITION. DEAD VEGETATION SHALL BE PROMPTLY REMOVED AND REPLACED, IN ACCORDANCE WITH STANDARD SEASONAL PLANTING PRACTICES, WITH HEALTHY, LIVING PLANTS.
4. NO WALLS, FENCES, TREES, SHRUBS, UTILITY APPURTENANCES OR ANY OTHER OBJECT OTHER THAN TRAFFIC CONTROL DEVICES AND STREET LIGHT POLES, NOT BE CONSTRUCTED OR INSTALLED WITHIN THE SIGHT VISIBILITY TRIANGLE. THE SIGHT VISIBILITY TRIANGLE IS MAINTAINED AT LEAST THE 24 INCHES IN HEIGHT, MEASURED FROM TOP OF CURB, WHEN NO CURB EXISTS, A HEIGHT OF 71 INCHES IS MEASURED FROM TOP OF ADJACENT ASPHALT GRADE, OR PAVEMENT STREET SURFACE.
5. ALL SHADE TREES SHALL BE PLANTED AT LEAST 10' FROM STREET LIGHTS. SHALL BE 30' FROM ALL SHADE TREES ON THE INTERIOR OF THE PROPERTY AS MEASURED FROM THE TRUNK OF THE TREES.

VAR-36338 SUP-36111
SDR-36112 11/05/09 PC
REVISED

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Del Taco Pad G)

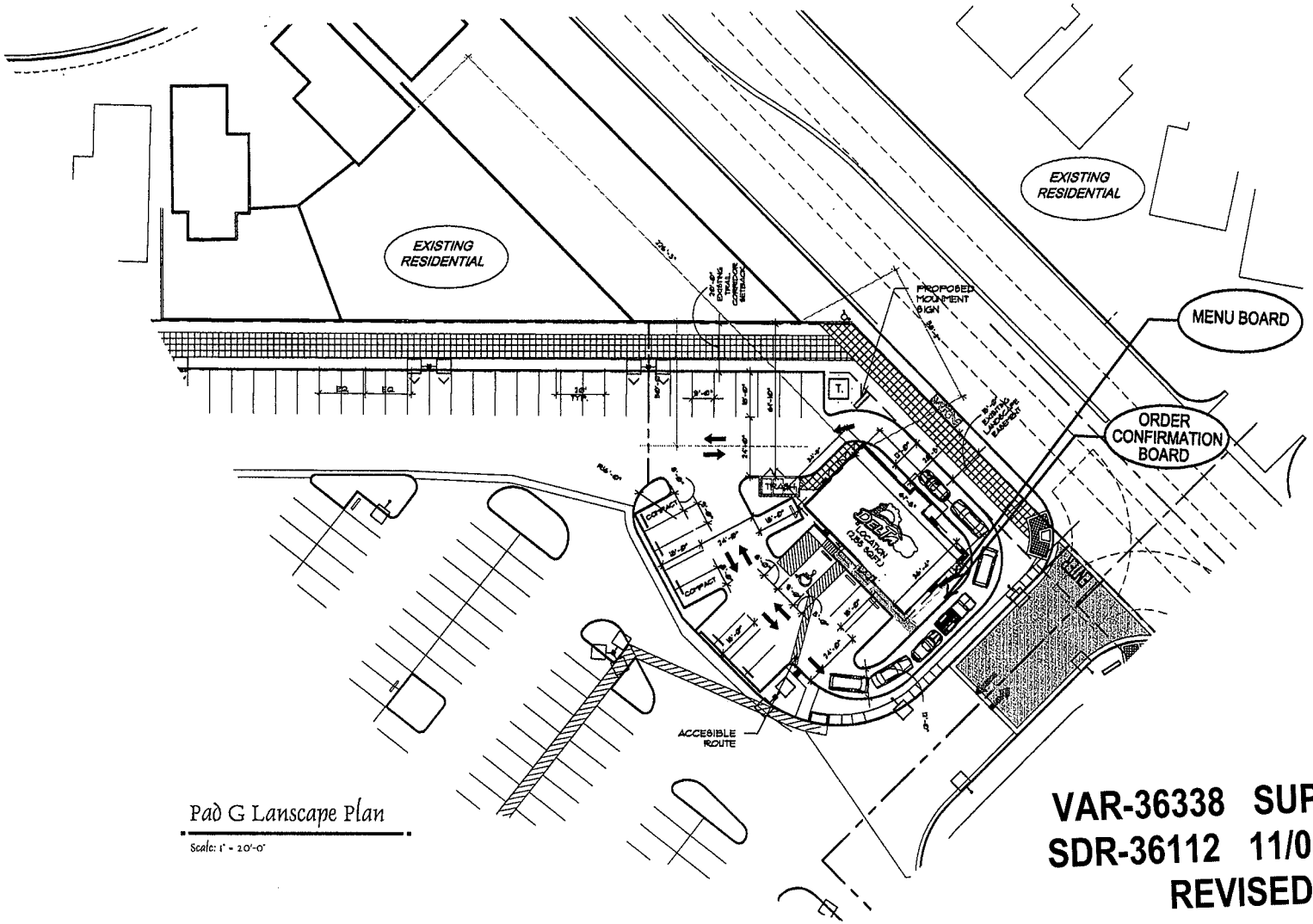
Schematic Design

October 14, 2009

Las Vegas, Nevada

Indian Architecture, Inc.
(702) 456-2772

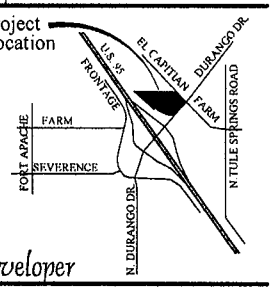
OCT 15 2009



Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C
PARKING REQUIRED (2,155 sf)	1/250 9 SPACES
PARKING PROVIDED	10.1/1000 22 SPACES

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770
CAMILL AFTALION (310) 208-7770 EXT. 113

Pad G Lanscape Plan

Scale: 1" = 20'-0"

VAR-36338 SUP-36111
SDR-36112 11/05/09 PC
REVISED

7757 N. El Capitan

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

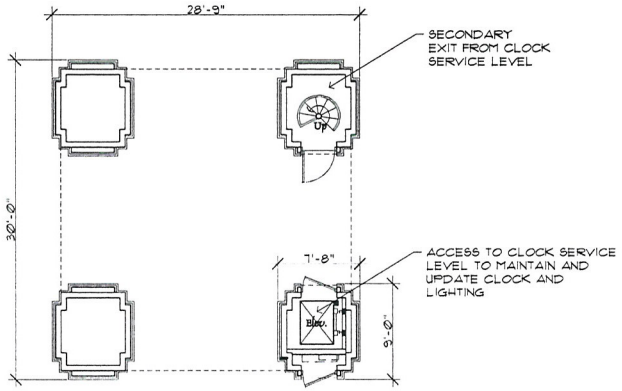
Caroline's Court (Del Taco Pad G)

Schematic Design

October 14, 2009

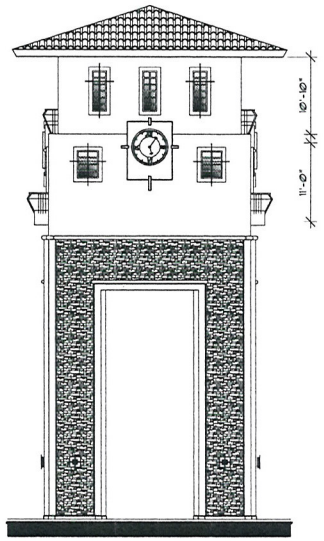
Indigo Architecture, Inc.
(702) 456-2772

OCT 15 2009



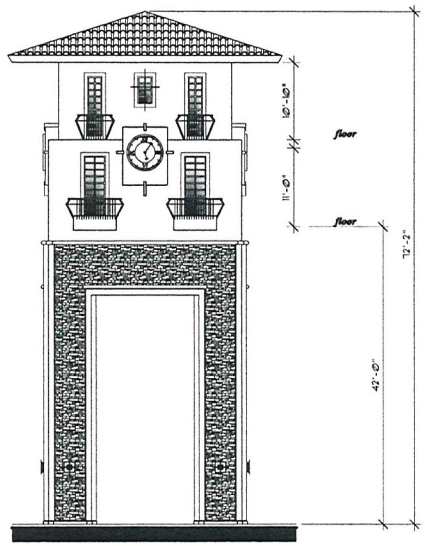
Clock Tower
Base Floor Plan

Scale: 3/16" = 1'-0"



Clock Tower
Elevation Side View

Scale: 1/8" = 1'-0"



Clock Tower
Elevation Intersection View

Scale: 1/8" = 1'-0"

RECEIVED

SEP 2 1 2009

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Clock Tower)

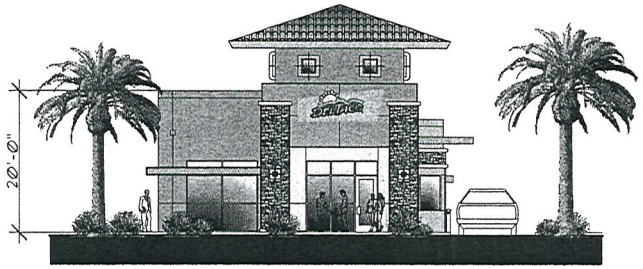
Schematic Design

September 1, 2009

Las Vegas, Nevada

SUP-36111
SDR-36112
11/05/09 PC

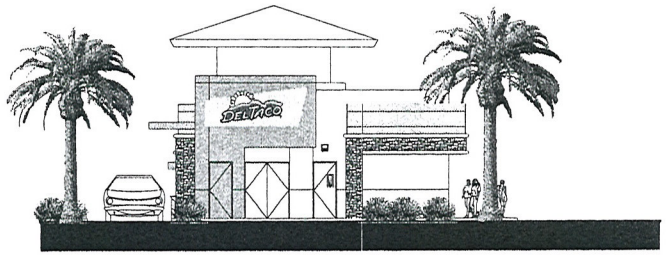
Indigo Architecture, Inc.
(702) 456-2772



South Elevation

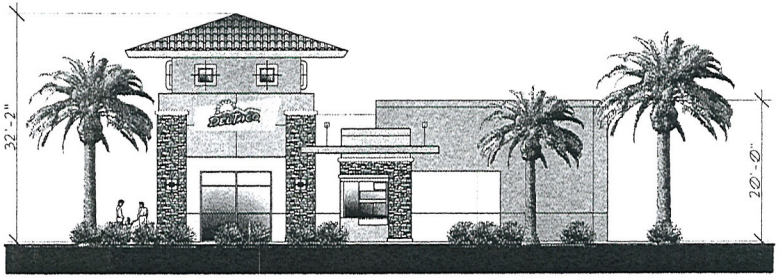
Scale: 1/8" = 1'-0"

PT-1 Frazee: Beach Grass 7751W
PT-2 Frazee: Tannery 7755D
PT-3 Frazee: Contemporary Maple 7786N
PT-4 Frazee: Antique Pine 8165D



North Elevation

Scale: 1/8" = 1'-0"



East Elevation

Scale: 1/8" = 1'-0"



West Elevation

Scale: 1/8" = 1'-0"

RECEIVED
SEP 2 1 2009
07270 Lease

Caroline's Court (Del Taco Pad G)

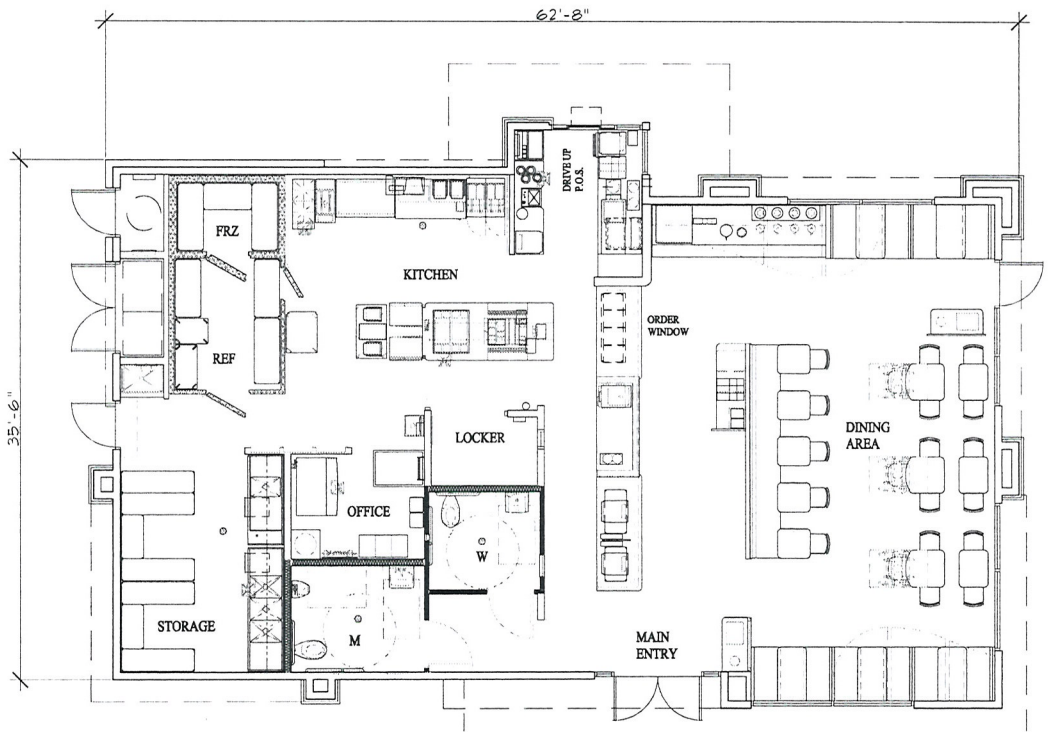
Schematic Design

August 31, 2009
Las Vegas, Nevada

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

SUP-36111
SDR-36112
11/05/09 PC

Indigo Architecture, Inc.
(702) 456-2772



Floor Plan 2,155 Gross SF

Scale: 1/4" = 1'-0"

OCCUPANT LOAD

MAXIMUM OCCUPANT LOAD CALCULATION

DINING	(ASSEMBLY - UNCONCENTRATED)	529 S.F. / 15		35.27
	FIXED SEATS	214 S.F.		32
KITCHEN	(COMMERCIAL)	692 S.F. / 200		3.46
STORAGE	(MERCANTILE)	81 S.F. / 300		.27
MECH. / EQUIP.		53 S.F. / 300		.177
LOCKER ROOM	(EMPLOYEES)	41 S.F. / 50		.82
OFFICE	(BUSINESS AREA)	35 S.F. / 100		.35
RESTROOMS	(2)	215 S.F. / 200		1.8
COOLER	(COOLER / FREEZER)	183 S.F. / 300		.61
HALLWAY	(2)	62 S.F. / 200		.31
TOTAL MAXIMUM OCCUPANT LOAD				75

EXIT WIDTH
2006 IBC, TABLE 1005.1

EXIT WIDTH = OCCUPANT LOAD x 0.2 (EXIT FACTOR) 75 x 0.2 = 15
15 INCHES = 1'-3" REQUIRED
12'-0" TOTAL EXIT WIDTH PROVIDED AT THREE (3) DOORS

RECEIVED
SEP 21 2009

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Caroline's Court (Del Taco Pad G)

Schematic Design

© Copyright Indigo Architecture, Inc. 2009

SUP-36111
SDR-36112
11/05/09 PC

September 22, 2009
Las Vegas, Nevada

Indigo Architecture, Inc.
(702) 456-2772

SDR 36112				
Caroline's Court				
NWC El Capitan Way & Durango Dr.				
Proposed 6.93 thousand square foot restaurant with drive-thru and retail amendment.				
Traffic produced by proposed development:				
Approved Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	41.5	11.01	457
AM Peak Hour			1.55	64
PM Peak Hour			1.49	62
Approved Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	76.684	42.94	3,293
AM Peak Hour			1.03	79
PM Peak Hour			3.75	288
Approved Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD W/ DRIVE THRU [1000 SF]	2.65	496.12	1,315
AM Peak Hour			53.11	141
PM Peak Hour			34.64	92
Approved Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	HIGH-TURNOVER (SIT-DWN) RESTRNT [1000 SF]	8.94	127.15	1,137
AM Peak Hour			11.52	103
PM Peak Hour			10.92	98
Approved Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	HOME IMPROVEMENT SUPERSTORE [1000 SF]	139.41	29.80	4,154
AM Peak Hour			1.20	167
PM Peak Hour			2.45	342
Net Approved Use	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	COMMERCIAL SUBDIVISION [1000 SF]	269.18		10,356
AM Peak Hour				554
PM Peak Hour				880
Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	41.5	11.01	457
AM Peak Hour			1.55	64

PM Peak Hour			1.49	62
Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	95.619	42.94	4,106
AM Peak Hour			1.03	98
PM Peak Hour			3.75	359
Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD W/ DRIVE THRU [1000 SF]	4.555	496.12	2,260
AM Peak Hour			53.11	242
PM Peak Hour			34.64	158
Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	HOME IMPROVEMENT SUPERSTORE [1000 SF]	120.578	29.80	3,593
AM Peak Hour			1.20	145
PM Peak Hour			2.45	295
Net Proposed Use	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	COMMERCIAL SUBDIVISION [1000 SF]	262.252		10,416
AM Peak Hour				549
PM Peak Hour				874
Net Change	**DESCRIPTION**	**#UNIT**		**TOTAL**
Average Daily Traffic (ADT)	COMMERCIAL SUBDIVISION [1000 SF]	-6.93		60
AM Peak Hour				-5
PM Peak Hour				-6
Existing traffic on all nearby streets:				
El Capitan Way				
Average Daily Traffic (ADT)	17,325			
PM Peak Hour	1386			
(heaviest 60 minutes)				
Durango Dr.				
Average Daily Traffic (ADT)	33,400			
PM Peak Hour	2,672			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets				
	Adjacent street ADT			
	Capacity			
El Capitan Way	32775			
Durango Dr.	51800			

This proposed amendment will potentially add 60 trips per day more, on El Capitan Way and Durango Dr., than the previous approval. El Capitan is currently at about 53 percent of capacity and Durango is at about 64 percent of capacity.				
Based on Peak Hour use, this amendment will add roughly 6 less cars into the area than the previous approval.				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-36112 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36112 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36112 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36112 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SDR-36112 - APPLICANT/OWNER: CAROLINE'S COURT, LLC
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

CAROLINE'S COURT, LLC
10877 Wilshire Blvd, Suite 1407
Los Angeles, CA 90024

September 16, 2009

City of Las Vegas Development Services Center
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

RE: Justification for Special Use Permits & Site Development Review
APN 125-17-612-001

Dear Staff:

Caroline's Court LLC respectfully submits a Special Use Permit and Site Development Review applications for your consideration.

Project Surroundings:

The subject property (23.62 acres) is located at the west quadrant of the intersection of Durango Drive and El Capitan Way (Farm). The development lies within the Town Center Development area and is designated SC-TC defined as Service Commercial. This development complies with the Town Center Development Standards.

Project Approval:

Per SDR-20496, SUP-20497, SUP-20498, and SUP-20499, the subject site was approved for a commercial retail center including a Lowe's Home Improvement Center, fast food restaurants, a retail strip center with a major anchor, full service restaurants. A 2-story office/medical building is also part of the 2007 approval. However, this is not included in the current development. The 2007 approval allowed 269,860 sf of building gross area, of which 41,500 sf was allocated for the future office/medical building, which allowed for 228,360 sf of commercial/retail. The total site area is 1,031,509 square feet with proposed building gross area of 264,189 square feet (26% site coverage) and 1,130 parking spaces. The open space totals approximately 241,135 square feet (23.4%).

Special Use Permit- Del Taco Fast Food with Drive-Thru (AKA Retail "G")

Del Taco will require Special Use Permit for its associated drive-thru window. The intercom for ordering is on the south side of the fast food building. Therefore the fast food building itself will serve as a sound buffer/barrier to the neighboring homes. Additionally, the intercom for ordering is not on the menu order sign. It is an independent stand adjacent to the vehicle's driver. Finally, the distance of the intercom from the residential homes is just under 300 ft. Fast Food "B" is adjacent to the main entrance to the development. If approved, the building on Pad G will be reduced by 700 square feet from the 2007 approved 2,865 sf.

SUP-36111
SDR-36112
11/05/09 PC

Del Taco will receive non-peak hour deliveries two or three times a week. Per condition #23 of approved SDR 20496, no deliveries shall take place between the hours of 10:00 pm and 6:00 am. Given the delivery hours and the location of the building relative to the rest of the development, which has already been approved, the placement of a loading dock would be a hardship that would further endanger the successful completion of the project. A permanent loading area would compromise the required parking and disrupt the follow of traffic.

In times of such economically turbulence, the Caroline's Court has been unable to attract many retail users. So it is in light of this economic hardship that the Caroline's Court earnestly appeals for approval of the above request. Such approval will also bring much needed tax revenues for the City, generate employment within the local area, and increase the value of all properties, whether commercial or residential, in this neighborhood. Some of the immediate neighbors have already been informed and they agree that such an approval will only serve the neighborhood in a positive way in every aspect.

Site Development Review for Del Taco and Clock Tower

1. Del Taco with Drive-Thru

Based on the current zoning ordinance, a total of 22 parking spaces are required for Del Taco. Del Taco's individual parcel meets the parking requirement.

A Landscape plan is provided showing only the Del Taco parcel. The master landscape plan for entire project remains the same.

2. Increase of Height for Clock Tower

Per SDR-20496, the clock tower was approved for 38'-3" height for clock tower. We respectfully request to increase height to 72'.

CENTENNIAL TOWN CENTER

Despite naming the neighborhood "Centennial Town Center," there is no centralized business or shopping areas, much less open public space. Caroline's Court, with its towering Clock on the corner, will go long way in giving the "Centennial Town Center" neighborhood the identity that it lacks and needs.

The Tuscan clock tower shall be a landmark that distinguishes Caroline's Court from the other Centers. It shall also give definition to "Centennial Town Center" just like the towns, villages, and hamlets of the Old European urban architecture where most of the gatherings and happenings took place in the square below the clock tower.

Even in these harsh times, developer recognizes that a retail center should be more than just a collection of stores and restaurants. It should also contain a feature or an artwork preferably "married" with the Center's overall architecture. Therefore, the developer has combined art with architecture in the form of this clock tower to be built at a great expense with no financial return in the future.

SUP-36111
SDR-36112
11/05/09 PC

Just like the old Town Centers of Europe, we plan to have 2 restaurants in the 2 buildings on either side of the clock tower and these restaurants will have a big courtyard in between where the presence of the clock tower will also be felt. The corner of the Center will be sitting approx. 8' above the street elevation so the passersby will see the courtyard with densely planted palm trees as well as custom-designed canopies. Patrons of the 2 restaurants may also sit outside underneath the canopies and the trees; all under the majestic presence of the clock tower.

Caroline's Court will be designed using a palette of warm desert colors accented by Tuscan architecture that involves a combination of the classical architectural elements of the Old World Europe and its use of stonework along with the modern features to make Caroline's Court visit by anyone a pleasant experience.

Request for Waiver

To allow zero feet of landscape buffer adjacent to Durango at Del Taco site (with Drive-Through) use where ten additional feet are required per Town Center Development Standards, B. 5.B. 2 and 3 (page 44)
The general purpose of landscape buffer is to enhance visual beauty and to help prevent and control, soil stability, storm run off, dust and air pollution. The overall site exceed 15% open space/landscape requirement (23.4% provided.) With the constraint of Lowe's parcel which make it impossible to meet the standard along Durango Drive. It should be noted that the landscape buffer between the development and the residential subdivision has been increased from the 8 feet minimum to 10 feet. Additionally, the bulk of the development has been placed at the far end of the property from the residential subdivision. The placement of the buildings is such that the development itself helps screen the residences from the freeway. The 20 ft public trail adjacent to El Capitan, as well as, along the entire residential subdivision, together with the very large parking lot landscaping islands will provide additional screening and will be an appealing amenity of the project

Caroline's Court looks forward to make these improvements and graciously asks for your approval. We appreciate your consideration of these applications and look forward to all public hearing dates.

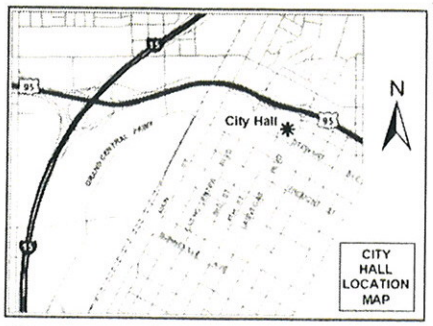
Please contact our office if you need any additional information.

Yours truly,
CAROLINE'S COURT, LLC

Jacob Khakshouri
Manager

SUP-36111
SDR-36112
11/05/09 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



If you wish to 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-36112

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SDR-36112

12517114014
STARR LILLIAN M
7921 LOVELY PINE PL
LAS VEGAS NV 89143-4405

HAVDS11 89143

Submitted after final agenda

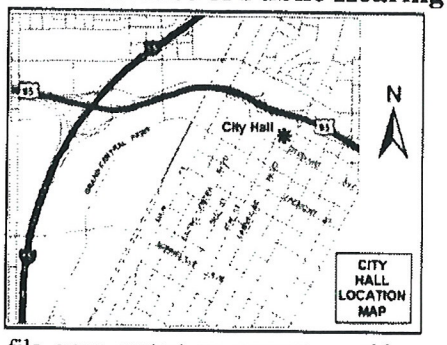
Date 10/29/09 Item 41P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 27 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36112
Planning Commission Meeting of 11/5/2009

Case: SDR-36112
12517212030
GARGANO STEPHEN F
249 COUNTRY LN
RANCHO SANTA MARGARITA CA 92688-0

41P

92688

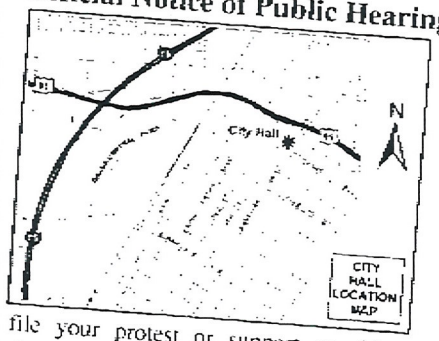
7147965506 10:54:04 a.m. 10-27-2009 2/2

Oct 25 09 12:28p D. Rosenbaum 2063396736 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36112

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 26 2009

12517525006 Case: SDR-36112
ROSENBAUM DANIEL B
8536 SHADY PINES DR
LAS VEGAS NV 89143-4453

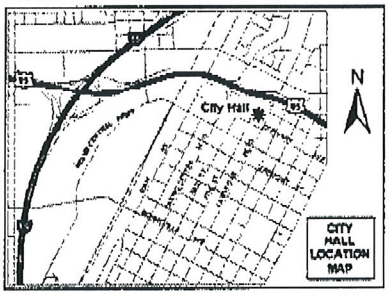
4/A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-36112

12517516015
HAVELY SHAWN & SHANNON
4789 DREAM CATCHER AVE
LAS VEGAS NV 89129-5324

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36112

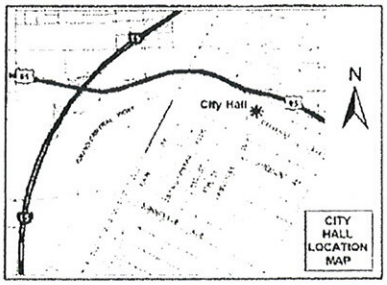
Planning Commission Meeting of 11/5/2009

HAVELY 89129

41A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36112
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

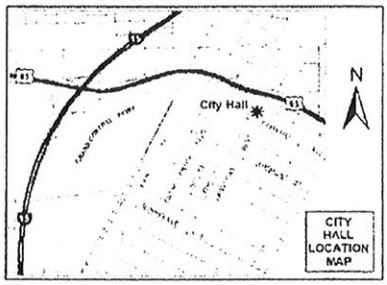
Case: SDR-36112
12517512003
KNORR DAVID G & PATRICIA
266 S CENTER ST
ORANGE CA 92866-2075

HAVDS11 92866

Submitted after final agenda
Date 10/29/09 Item 41A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-36112
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SDR-36112
12517525007
KNORR DAVID G & PATRICIA A
266 S CENTER ST
ORANGE CA 92866-2075

HAVOS11 92866

Submitted after final agenda

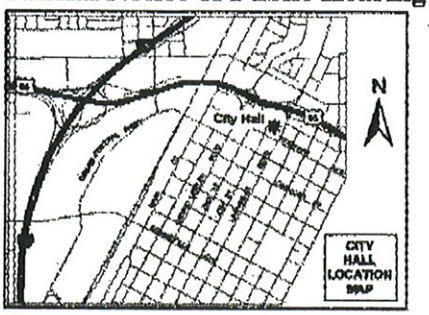
Date 10/29/09 Item 41A

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 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-36112

Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: SDR-36112
12517611003
7785 NORTH DURANGO L L C
314 GRAND ST
NEW YORK NY 10002-4502

HAYDS11 10002

Submitted after final agenda

Date 11/02/09 Item 41A

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

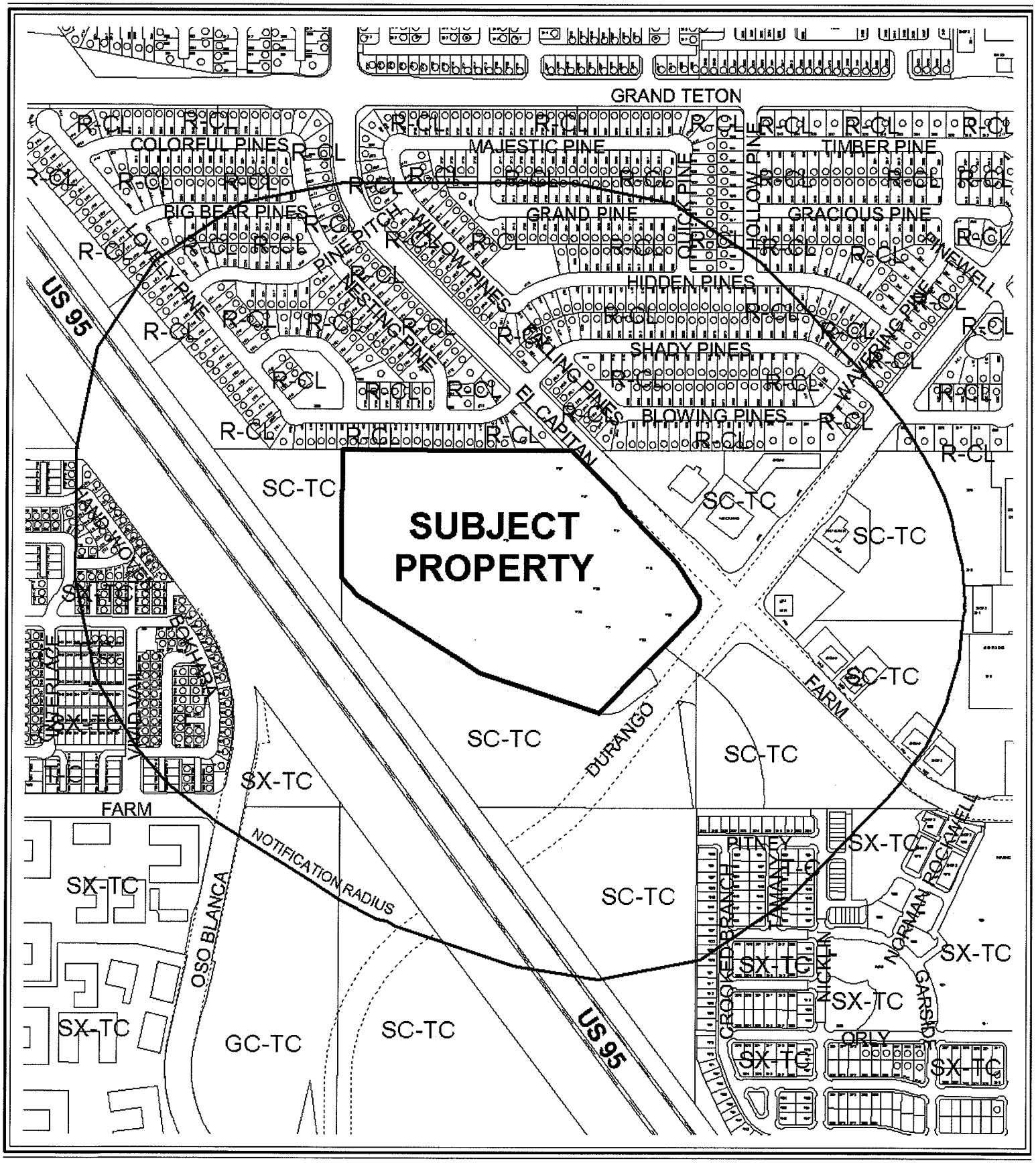
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-36456 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT LLC - Request for a Review of Condition #21 of a previously approved Site Development Plan Review (SDR-20496) TO ALLOW 24-HOUR OPERATIONS FOR THE NORTHERNMOST BUILDING WHERE 6 A.M. TO 10 P.M. IS CURRENTLY ALLOWED on 25.03 acres at 7757 North El Capitan Way (APN 125-17-612-001), T-C (Town Center) Zoning, Ward 6 (Ross). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-20496



CASE: **ROC-36456**

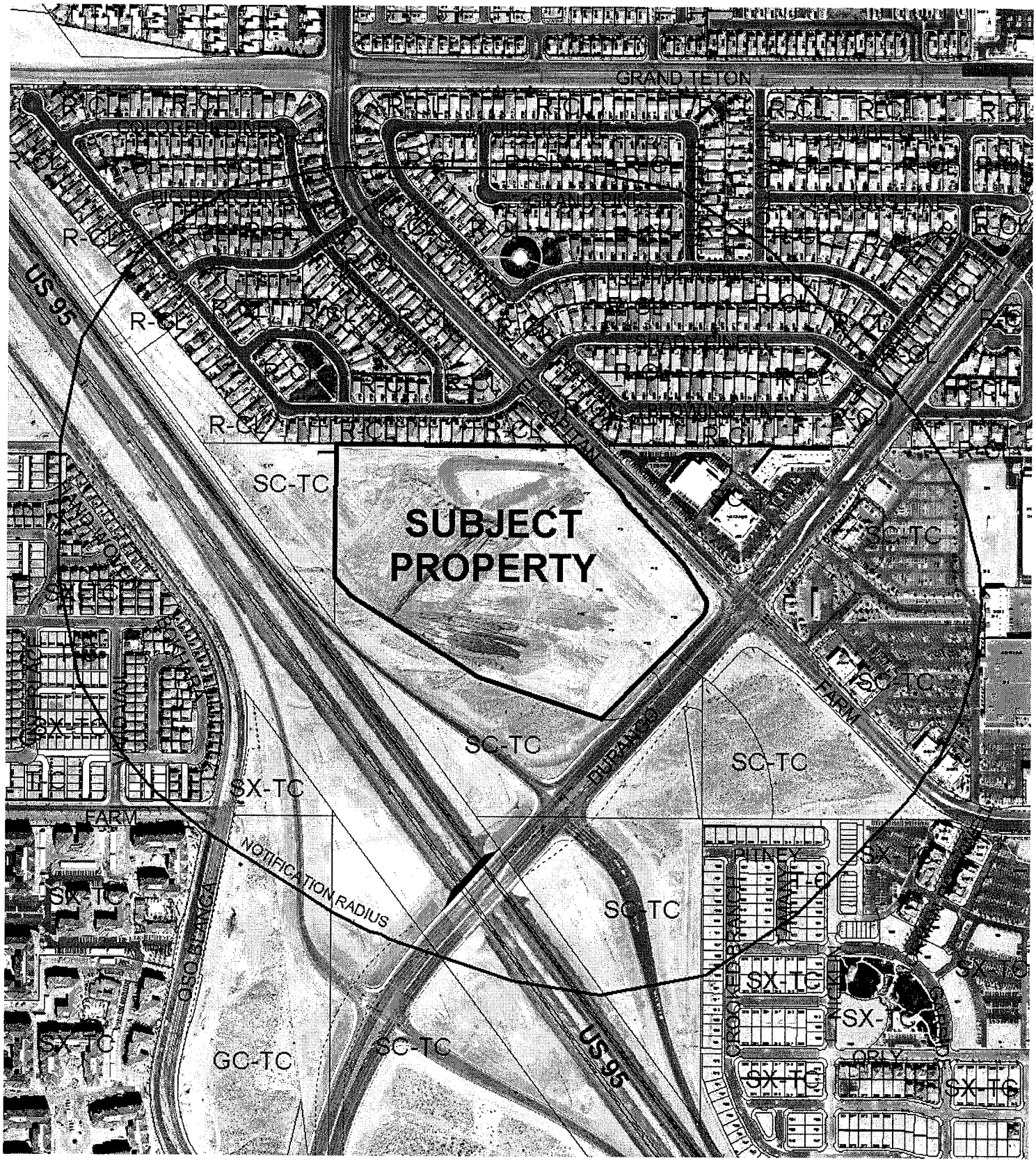
RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]

N



CASE: **ROC-36456**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL-TOWN CENTER) SPECIAL LAND USE DISIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-36456 – REVIEW OF CONDITION- SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CAROLINE'S COURT LLC

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions of approval of Site Development Plan Review (SDR-20496) and all other site related actions as required by the Planning and Development Department and Department of Public Works, except as amended herein.

2. Condition #21 shall be amended to read, "Hours of operation for the Lowe's shall be six a.m. to 10 p.m. The northernmost building is allowed 24-hour operations for a fast-food drive-through restaurant."

** STAFF REPORT **

PROJECT DESCRIPTION

The site is currently approved for a 269,860 square-foot commercial center. Condition #21 of a previously approved Site Development Plan Review (SDR-20496) restricted the hours of operation for the Lowe's and the northernmost building from 6 a.m. to 10 p.m. The applicant is requesting to modify Condition #21 to allow 24-hour operations for only the northern most building for a proposed 2,155 square-foot fast food restaurant with drive-through, if approved. Staff is recommending denial of this request, as there are single-family residential homes directly north of the proposed location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) on property located within the area designated Town Center on the Northwest Amendment to the General Plan on 1,468 acres from U (Undeveloped), R-E (Residence Estates), R-PD7 (Residential Planned Development- 7 Units per Acre), R-PD11 (Residential Planned Development- 11 Units per Acre), R-PD13 (Residential Planned Development- 13 Units per Acre), R-PD18 (Residential Planned Development- 18- Units per Acre), R-CL (Single Family Compact Lot), C-1 (Limited Commercial), C-2 (General Commercial), C-V (Civic), and PD (Planned Development) Zones to T-C (Town Center). The Planning Commission recommended approval on 11/05/98.
07/11//07	The City Council approved a request for a Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard.
	The City Council approved a related request for a Special Use Permit (SUP-20498) for Outdoor Storage, Accessory.
	The City Council approved a related request for a Special Use Permit (SUP-20499) for a Restaurant with Drive-through.
	The City Council approved a related request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square-foot commercial center and waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive. The Planning Commission recommended approval on 06/14/07.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/29/07	The Planning Commission approved a request for a Tentative Map (TMP-25075) for a one-lot commercial subdivision on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive.
04/28/08	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-27577) for a one-lot commercial subdivision at the northwest corner of Durango Drive and El Capitan Way.
04/23/09	The Planning Commission approved a request for a Waiver (WVR-33758) to allow no amenity zone along a 233-foot portion of Durango Drive where a 2.5-foot amenity zone is required adjacent to the northwest corner of Durango Drive and El Capitan Way.
06/25/09	The Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a commercial development with waivers of the Town Center Sign Standards to allow 2,609 square feet of freestanding signage where 1,506 square feet is permitted, a 100-foot Pylon Sign where 24 feet is permitted, three monument signs along El Capitan Way street frontage where two are permitted, and to allow wall signs to face a existing residential development that is located outside the limits of the Centennial Hills Town Center where such is not permitted on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive.
07/15/09	The City Council approved a request for an Extension of Time (EOT-34757) of a previously approved Special Use Permit (SUP-20497) for a Building and Landscape Material/Lumber Yard at the northwest corner of Durango Drive and El Capitan Way.
	The City Council approved a related request for an Extension of Time (EOT-34759) of a previously approved Special Use Permit (SUP-20498) for Outdoor Storage, Accessory.
	The City Council approved a related request for an Extension of Time (EOT-34761) of a previously approved Special Use Permit (SUP-20499) for a Restaurant with Drive Through.
	The City Council approved a related request for an Extension of Time (EOT-34762) of a previously approved Site Development Plan Review (SDR-20496) for a proposed 269,860 square-foot commercial center and waivers to deviate from Town Center Design Standards to allow a six-foot wide landscape buffer on the south property line where eight feet is required and to allow zero feet of perimeter landscape buffer adjacent to the Multi-Use Transportation Trail along the north and west property lines where 15 feet is required.
11/05/09	The Planning Commission recommended approval for a Variance (VAR-36338) to allow zero loading zones where one is required on 25.03 acres at the northwest corner of El Capitan Way and Durango Drive. The Variance (VAR-36338) and related applications are scheduled to be heard at the 12/02/09 City Council meeting.
	The Planning Commission recommended approval for a related request for a Special Use Permit (SUP-36111) for a proposed 2,155 square-foot Restaurant

	with Drive-through.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
	The Planning Commission recommended denial a related request for a Major Amendment (SDR-36112) to a previously approved Site Development Plan Review (SDR-20496) for a proposed 2,155 square-foot restaurant with drive-through with waivers of Town Center Development Standards to allow no landscaping within the additional 10-foot setback area required along the east perimeter for a fast-food restaurant, and for a 72-foot tall clock tower where a 39-foot tall tower was previously approved.
Related Building Permits/Business Licenses	
09/16/08	Plan Check #25179 was submitted for retail shell buildings and clock tower within a commercial center at 7737 North El Capitan Way. The plans are in the process of being reviewed by various departments.
10/09/09	Plan Check #26225 was submitted for a major retail establishment within a commercial center at 7751 North El Capitan Way. The plans are in the process of being reviewed by various departments.
10/20/09	Plan Check #27890 was submitted for a Restaurant within a commercial center at 7741 North El Capitan Way. The plans are in the process of being reviewed by various departments.
Numerous building permits have been issued for the commercial center located at the northwest corner of El Capitan Way and Durango Drive.	
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	25.01

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Commercial Center	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial- Town Center) Special Land Use Designation]
North	Single Family Residences	TC (Town Center)	T-C (Town Center) [ML-TC (Medium-Low Density Residential- Town Center) Special Land Use Designation]
South	Undeveloped Land	TC (Town Center)	T-C (Town Center)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
East	Retail Establishments	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial-Town Center) Special Land Use Designation]
West	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
T-C Town Center Development Standards	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site received previous approval for a 269,860 square-foot commercial center. Condition #21 of the Site Development Plan Review (SDR-20496) restricted the hours of operation for the Lowe's and the northernmost building of the center from 6 a.m. to 10 p.m. The applicant is requesting to modify Condition #21 to allow 24-hour operations for the northern most building for a proposed 2,155 square-foot fast food restaurant with drive-through. Directly north of the proposed fast food restaurant are single-family residences.

FINDINGS

The Site Development Plan Review (SDR-20496) restricted the hours of operation of the northernmost building due to its close proximity to residential homes. During the 05/30/07 neighborhood meeting, residents voiced their disproval for 24-hour operations for restaurants within the commercial center. Staff finds the proposed change in operating hours for the northern most building would have a negative effect on the residences to the north; therefore is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 539

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: PDC-36456 APN: 125-17-612-001

Name of Property Owner: Caroline's Court LLC

Name of Applicant: Caroline's Court LLC

Name of Representative: JPL Engineering Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jacob Khakshouri, Manager
Caroline's Court, LLC

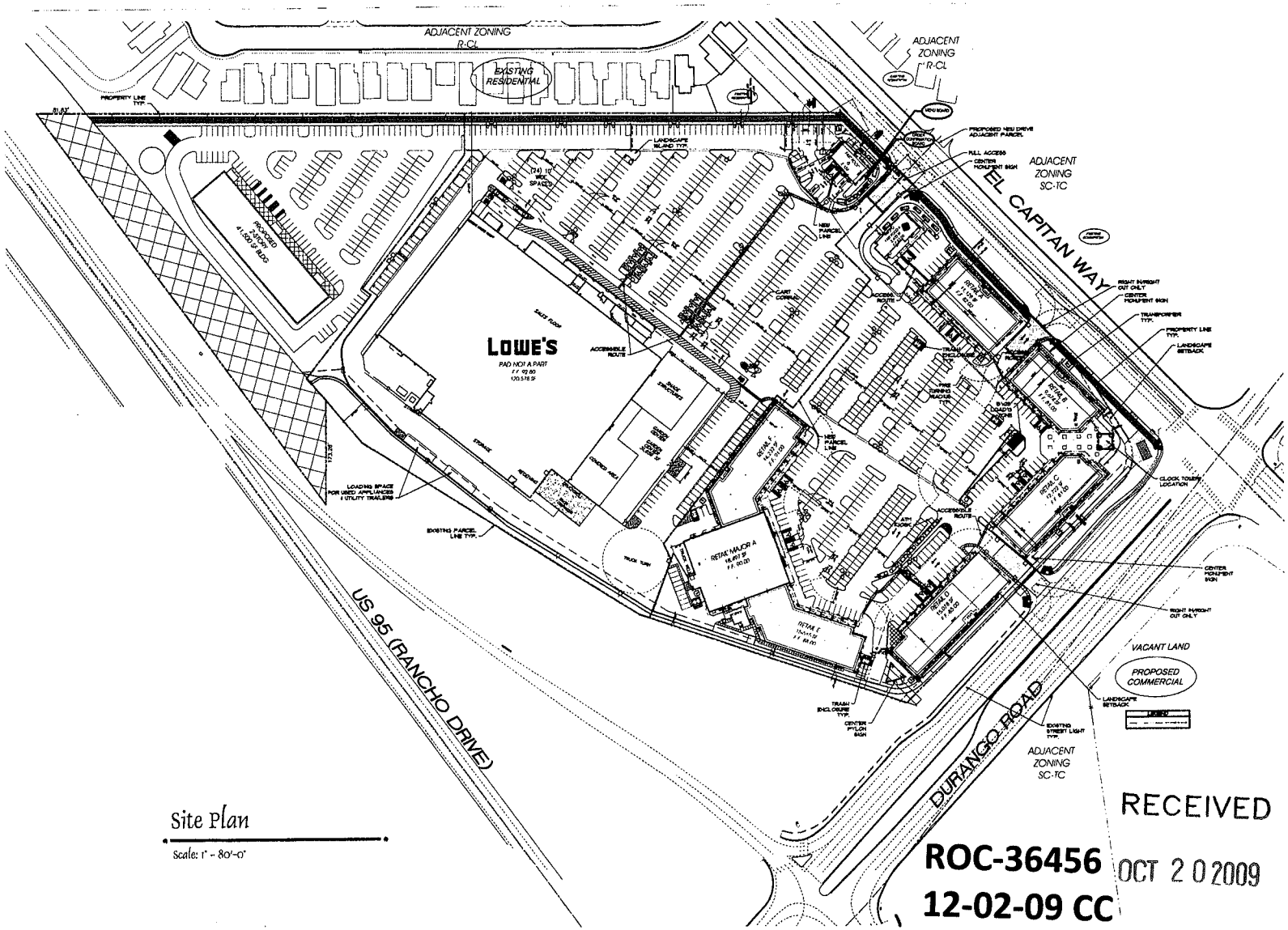
Subscribed and sworn before me

This 19th day of October, 2009

_____
Notary Public in and for said County and State

CARMELYN MENDOZA
Commission # 1709016
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2011

RECEIVED
OCT 20 2009



Site Plan

Scale: 1" = 80'-0"

North

Note: This Design is Conceptual in Nature and No Guarantee of its accuracy is implied.

Site Data

ASSESSORS PARCEL NUMBER (APN)	125-17-601-017
CURRENT ZONING	T-C

Site Area Data

SITE GROSS	+/- 23.62 ACRES 1,031,509 S.F.
BUILDING AREA GROSS	264,189 S.F. GROSS
SITE COVERAGE	26 PERCENT
2 STORY BUILDING SITE	+/- 3.4 ACRES 144,638 S.F.
BUILDING AREA GROSS	41,500 S.F. GROSS
SITE COVERAGE	29 PERCENT
LOWES SITE	+/- 11 ACRES 417,900 S.F.
BUILDING AREA GROSS	120,578 S.F. GROSS
SITE COVERAGE	29 PERCENT
RETAIL SITE / FASTFOOD SITE	+/- 8.89 ACRES 387,000 S.F.
BUILDING AREA GROSS	102,111 S.F. GROSS
SITE COVERAGE	26.3 PERCENT

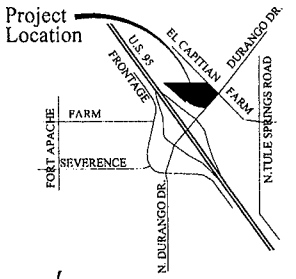
Building Open Space:

AREA REQUIRED 20%	+/- 206,302 SF +/- 4.7 ACRES
AREA PROVIDED 23.4%	+/- 241,135 SF +/- 5.3 ACRES

Parking Data:

BUILDING		PARKING		
BLDG.	BLDG. AREA	REQ'D RATIO	REQ'D	PROVIDED
Fast Food A	2,400 S.F.	1/250	11	17 = 7/1000
RETAIL A,C,D,F,F	67,448 S.F.	1/250	270	290 = 4.5/1000
RETAIL B	9,674 S.F.	1/250	39	48 = 5/1000
Fast Food G	2,155 S.F.	1/250	13	22 = 10/1000
LOWES	120,578 S.F.	1/250	483	510 = 4.3/1000
MAJOR A	18,497 S.F.	1/250	74	74 = 4/1000
2 STORY BLDG	41,500 S.F.	1/250	166	166 = 4/1000
Total	264,189 S.F.		1056	4.3/1000 1127

Vicinity Map



Owner / Developer

CAROLINE'S COURT, LLC
10877 WILSHIRE BLVD. SUITE 1407
LOS ANGELES, CA 90024
JACOB KOBY KHAKSHOURI (310) 208-7770

RECEIVED
OCT 2 0 2009

ROC-36456
12-02-09 CC

Caroline's Court

Schematic Design

September 23, 2009
Las Vegas, Nevada

Indigo Architecture, Inc.
(702) 456-2772

CAROLINE'S COURT, LLC
10877 Wilshire Blvd, Suite 1407
Los Angeles, CA 90024
(310) 208-7770

October 19, 2009

City of Las Vegas Development Services Center
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

Re : Justification for Waiver Review Condition
APN 125-17-612-001

Dear Staff:

Caroline's Court LLC respectfully submits a Waiver Review Condition for your consideration.

Project Surroundings:

The subject property (23.62 acres) is located at the west quadrant of the intersection of Durango Drive and El Capitan Way (Farm). The development lies within the Town Center Development area and is designated SC-TC defined as Service Commercial. This development is to comply with the Town Center Development Standards.

Project Approval:

Per SDR-20496, SUP-20497, SUP-20498, and SUP-20499, subject site was approved for a commercial retail center including a Lowe's Home Improvement Center, fast food restaurants, a retail strip center with a major anchor, full service restaurants. A 2-storey office/medical building is also part of the 2007 approval.

Current Applications for Retail G:

SDR 36111, SUP 36115 and SUP 36338 have submitted for Del Taco Fast Food with Drive-Thru (aka Retail "G".) Retail G was originally approved for retail uses.

Request for Waiver Review Condition

To remove the words "and the most northern building" per review Condition #21 of SDR-20496. To allow a 24 hour Del Taco Fast Food with Drive-Thru (aka Retail "G") to operate.

In order to eliminate the possibility of any disturbances to the neighboring residences, the developer has taken the following steps:

1. The intercom for ordering is on the south side of the Del Taco building which will itself serve as a sound buffer/barrier to the neighboring homes on the north side of the Del Taco building.

RECEIVED
OCT 20 2009

ROC-36456
12-02-09 CC

2. The intercom for ordering is not on the menu order sign. It is an independent stand adjacent to the vehicle's driver. This eliminates the need for the drivers to order loudly in order to be heard by the Del Taco operator and vice-versa.

3. The distance of the intercom from the residential homes is just under 300 ft.

4. Del Taco's sign on the north side of the building facing the residential homes will not be illuminated at any time.

5. A solid wall of 6-8 ft runs along the entire property line between the residential homes and Caroline's Court Retail center.

6. Adjacent to the solid wall there is a 20 ft wide public trail that will have trees alongside the entire stretch of the residential wall.

7. In addition, the number of trees will be doubled up on the Del Taco side. The purple robe locusts trees, act as very good sound and light barriers.

Del Taco has stated that the lease will not be signed unless it is able to operate 24 hours. In times of such economically turbulent times, the Developer has been unable to attract any retail users. So it is in light of this economic hardship that the Developer earnestly appeals for approval of the above requests. Such approval will also bring much needed tax revenues for the City of Las Vegas; generate employment within the local area, and increase the value of all properties, whether commercial or residential, in this neighborhood. Some of the immediate neighbors have already been informed and they agree that such an approval will only serve the neighborhood in a positive way in every aspect.

The proposed project was presented by the developer to the neighbors at a neighborhood meeting and the neighbors supported both the Del Taco and the increased in height for the clock Tower.

Caroline's Court looks forward to make these improvements and graciously asks for your approval. We appreciate your consideration of this application and look forward to all public hearing dates.

Please contact our office if you need any additional information.

Yours truly,

CAROLINE'S COURT, LLC

Jacob Khakshouri
Manager

RECEIVED
OCT 20 2009

ROC-36456
12-02-09 CC

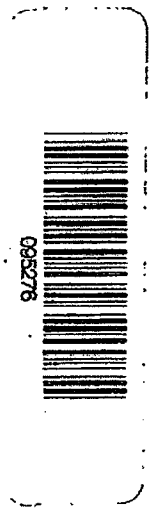
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

CORRECTED LETTER

November 9, 2007

Mr. Jacob Khakshouri
Caroline's Court, LLC
10877 Wilshire Boulevard, Suite #1407
Los Angeles, California 90024

RE: SDR-20496 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JULY 11, 2007
RELATED TO SUP-20497, SUP-20498, AND SUP-20499

Dear Mr. Khakshouri:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 269,860 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS TO DEVIATE FROM TOWN CENTER DESIGN STANDARDS TO ALLOW A SIX FOOT WIDE LANDSCAPE BUFFER ON THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND TO ALLOW ZERO FEET OF PERIMETER LANDSCAPE BUFFER ADJACENT TO THE MULTI-USE TRANSPORTATION TRAIL ALONG THE NORTH AND WEST PROPERTY LINES WHERE 15 FEET IS REQUIRED on 23.62 acres at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Added Condition:

A. The property owner will provide perpetual cross access vehicular and utility access easements to Assessor's Parcel #125-17-601-015. This easement shall not be construed to allow any access to US-95.

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-20497), Special Use Permit (SUP-20498), and Special Use Permit (SUP-20499) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan, date stamped 04/18/07, and building elevations, date stamped 07/10/07, except as amended by conditions herein.

RECEIVED
OCT 20 2009

ROC-36456
12-02-09 CC

4. Any proposed building for which building elevations were not presented as a part of this review must be reviewed and approved by the Planning Department prior to the time application is made for a building permit for the subject building to ensure aesthetic compatible with the building elevations, date stamped 07/10/07, approved herein.

5. A Waiver from Town Center Development Standards is hereby approved, to allow a zero-foot wide perimeter landscape buffer along the required multi-use transportation trail at the north property line where eight feet is required and at the western property line where 15 feet is required.

6. A Waiver from Town Center Development Standards is hereby approved, to allow a six-foot wide landscape buffer at the interior property line that runs southerly along the eastern property line where eight feet is required.

7. A Waiver from Town Center Development Standards is hereby approved, to allow zero feet of additional landscape buffer at the Restaurant (with Drive-Through) use where ten additional feet are required and to allow a drive-through lane to wrap around three sides of the building where only two sides are permitted.

8. The proposed two-story office building as indicated on the site plan, date stamped 04/18/07, when designed may not exceed 29.5 feet in height or a variance for residential adjacency will need to be approved prior to the time application is made for a building permit for the subject building.

9. The retail and restaurant buildings that back towards the public right-of-way of either El Capitan Way or North Durango Drive (depicted as Proposed Retail A, C, D, G and Proposed Restaurant B on the site plan date stamped 04/18/07) shall maintain dual public frontage for all tenant spaces.

10. The 20-foot wide trail with sidewalks, lighting, screen and/or block wall, and landscaping along El Capitan Way and adjacent to the residential development of Pine Meadows on the north side shall be completed along with the initial construction of the project. Provide pedestrian walkway easements for all sidewalks not located within the public right-of-way.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

12. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

RECEIVED
OCT 20 2009

ROC-36456
12-02-09 CC

13. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

16. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

17. A Master Sign Plan shall be submitted for approval of the Centennial Hills Architectural Review Committee—Town Center (CHARC-TC) prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

20. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

21. Hours of operation for the Lowe's and the most northern building shall be six a.m. to 10 p.m.

22. Property owner will maintain the southerly face of the existing block wall adjacent to the residential area.

23. Property owner agrees not to accept any deliveries between ten p.m. and six a.m. and will post a minimum of eight signs stating such.

RECEIVED
OCT 20 2009

ROC-36456
12-02-09 CC

24. The most northerly building adjacent to the existing residence will be limited to single story.

25. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

26. Coordinate with the City Surveyor regarding recordation of a Reversionary Map for this site; comply with the recommendations of the City Surveyor.

27. Construct all incomplete half-street improvements on El Capitan Way and Durango Drive adjacent to this site. Offsite improvements consisting of asphalt, curb, gutter and striping shall be completed within 150 calendar days of building permit issuance. Installation of sidewalk and streetlights shall be completed prior to occupancy of this site.

28. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

29. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a and meet the approval of the Nevada Department of Transportation.

30. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

31. Construct a public sewer stub to the southwest corner of this site at a size and location acceptable to the Collection Systems Planning Section of the Department of Public Works. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

32. In accordance with the intent of a commercial subdivision, all pad sites comprising this overall site shall have perpetual common access to all driveways connecting the overall site to the abutting public streets.

RECEIVED
OCT 20 2009

ROC-36456
12-02-09 CC

37. Site development to comply with all applicable conditions of approval for Z-76-98, the Town Center Development Standards, and all other site-related actions.

Sincerely,

Beverly K. Bridges
City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Patrick Donalson
AMTI Sunbelt, LLP
720 Susanna Way
Henderson, Nevada 89011

ROC-36456
12-02-09 CC

RECEIVED
OCT 20 2009

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

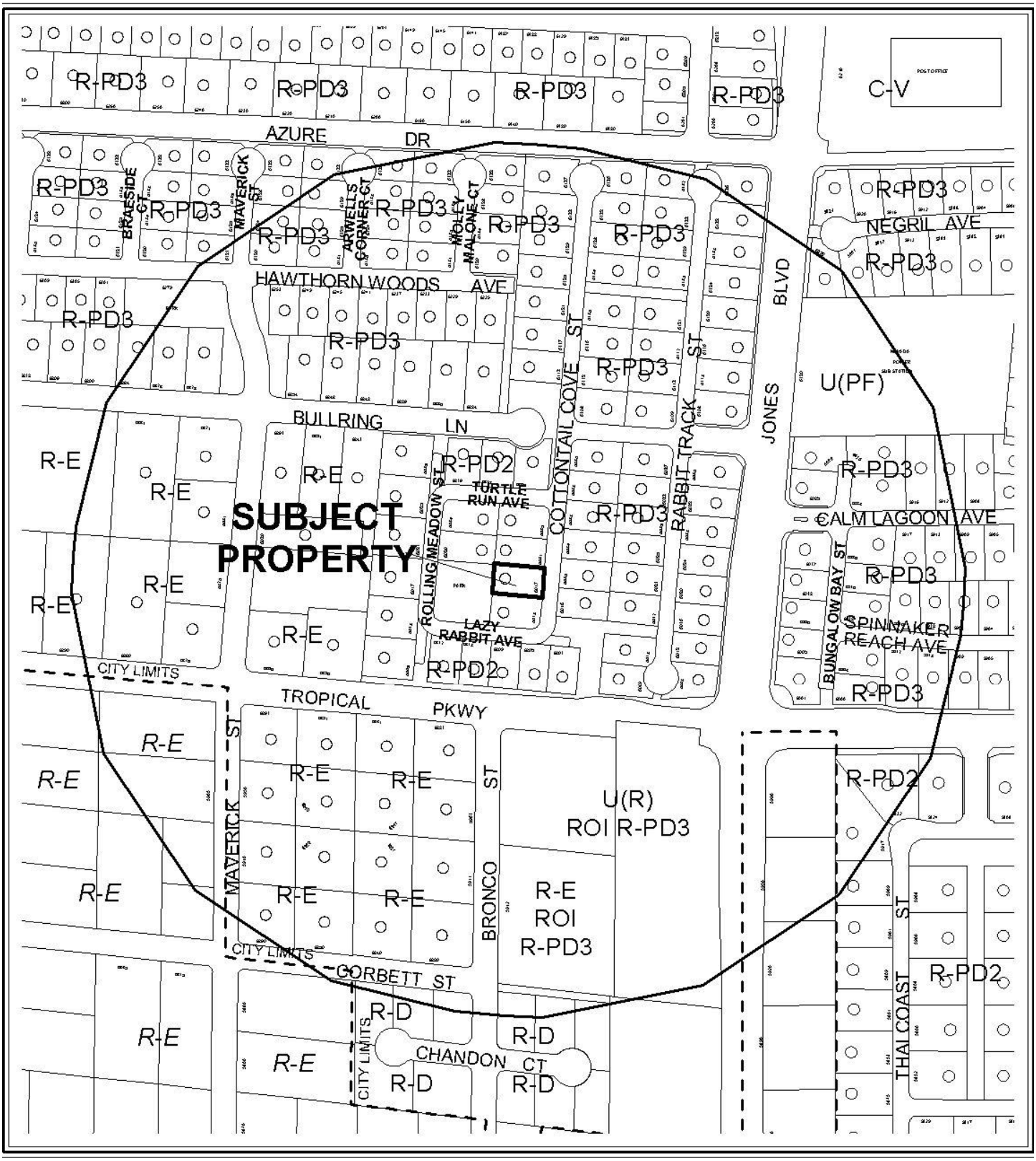
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-35778 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CARR LIVING TRUST U/A - Request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING 567 SQUARE-FOOT ADDITION TO A SINGLE FAMILY DWELLING on 0.19 acres at 6017 Cottontail Cove Street (APN 125-26-610-069), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 18



CASE: **VAR-35778**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD (RESIDENTIAL PLANNED DEVELOPMENT)



0 300 600 Feet

CASE: VAR-35778

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD (RESIDENTIAL PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35778 - APPLICANT/OWNER: CARR LIVING TRUST, U/A

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

Planning and Development

1. Direct interior access between the addition and existing residence shall be provided and depicted in plans submitted for building permit.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a five-foot rear yard setback, where a 15-foot setback is required for an existing addition to a single family residence at 6017 Cottontail Cove Street. The applicant enclosed a patio cover at the rear of the residence without obtaining permits, resulting in a room addition that encroaches 10 feet into the required 15-foot rear yard setback of the property. Since the existing addition to the principle dwelling along the western property line was constructed before consulting Title 19 standards and without building permits, it has been determined that the request is a result of a self-imposed hardship. Staff recommends denial of this Variance request; if denied, the addition will have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
08/21/02	The City Council approved a request for General Plan Amendment (GPA-0025) to amend a portion of the Centennial Hills Sector Plan from: DR (Desert Rural Density Residential) to: R (Rural Density Residential) on approximately 10 acres located adjacent to the northwest corner of Tropical Parkway and Jones Boulevard. The Planning Commission and Staff recommended approval.
09/04/02	The City Council approved a request for a Site Development Plan Review [Z-0059-02(1)] for a proposed 41-lot single-family residential development on approximately 15 acres located adjacent to the west side of Jones Boulevard, between Tropical Parkway and Bullring Lane. The Planning Commission and Staff recommended approval.
09/04/02	The City Council approved a request for a Rezoning (Z-0059-02) from: R-E (Residence Estates) to: R-PD2 (Residential Planned Development - 2 Units per Acre) and R-PD3 (Residential Planned Development). The Planning Commission and Staff recommended approval.
12/18/02	The City Council approved a request for a Site Development Plan Review (SDR-1122) for a 73 lot single family residential development on 24.34 acres adjacent to the northwest corner of Tropical Parkway and Jones Boulevard. The Planning Commission and Staff recommended approval.
10/25/07	A deed was recorded for change of ownership.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #18/ao).
Related Building Permits/Business Licenses	
10/05/04	A building permit (#27471) was issued for a pool, waterfall, and 648 square feet deck at 6017 Cottontail Cove Street. The building permit was finalized on 08/03/05.

06/08/05	A building permit (#42311) was issued for a patio cover at 6017 Cottontail Cove Street. The building permit received final approval on 11/05/05.
05/06/09	A building permit (#139040) is pending for a patio enclosure to an existing exercise room at 6017 Cottontail Cove Street.
Pre-Application Meeting	
07/08/09	A pre-application meeting was held where the submittal requirements for a Variance were discussed. Other topic discussed included: • The setback requirements for the subject parcel. • The criteria for approving a Variance request.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
09/17/09	Staff performed a routine field check where a well-maintained single-family residence was observed. Staff was not able to observe the rear yard where the proposed accessory structure is to be constructed.

Details of Application Request	
Site Area	
Gross Acres	.19

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
North	Single-Family Residence	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
South	Single-Family Residence	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
East	Single-Family Residence	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
West	Single-Family Residence	DR (Desert Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Centennial Hills Sector Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	18 Feet	18 Feet	Y
• Side	5 Feet	5 Feet	Y
• Rear	15 Feet	5 Feet	N

ANALYSIS

The applicant has enclosed an existing patio cover at the rear of the residence, resulting in a room addition that encroaches approximately 10 feet into the required 15-foot rear yard setback of the property. The structure is 21 feet wide by 27 feet long, 567 square feet, and is completely enclosed. Based on photos submitted by the applicant, the overall structure appears to be in good condition, and the stucco matches the existing house. Based on the plans submitted an internal access to the addition from the primary dwelling will be provided; a condition has been added to ensure the provision of the internal access.

Research of the building permit activity found that the applicant had initially obtained permits via Building and Safety for an unenclosed patio cover that was built within the required setback, in conformance with Title 19.08. The structure was later enclosed without obtaining permits. The applicant has created a self-imposed hardship by enclosing the patio and building within the required setback; therefore, staff is recommending denial of this request for a Variance.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by building within the required setback without obtaining the required building permits. An addition meeting the required rear yard setback would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

It is recommended to add the following to condition #1

- Building permit shall be obtained and final inspection obtained within 90 days of approval by the City Council.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 187 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-35778** APN: 125-26-610-009

Name of Property Owner: HUBERT CARR

Name of Applicant: SAME

Name of Representative: SAME

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: Hubert Carr

Print Name: HUBERT CARR

Subscribed and sworn before me

This 14th day of July, 2009

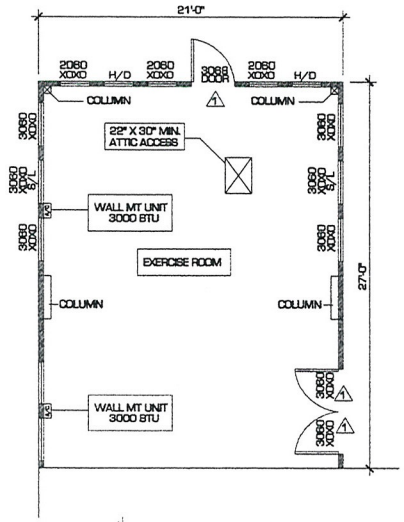
JAMAAL ROSS
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 07-1373-1
MY APPT. EXPIRES DEC. 1, 2010

Notary Public in and for said County and State

RECEIVED
AUG 26 2009

(6)

CARR ADDITION
6017 COTTONTAIL COVE ST
LAS VEGAS, NV 89130



FLOOR PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND

GRAPHIC	DESCRIPTION
	NEW 2X4 STUDS AT 16" OC. ½" GYP. BOARD INSIDE FACE AND 3 COAT STUCCO OUTSIDE FACE
	EXISTING WALL

WINDOW SCHEDULE

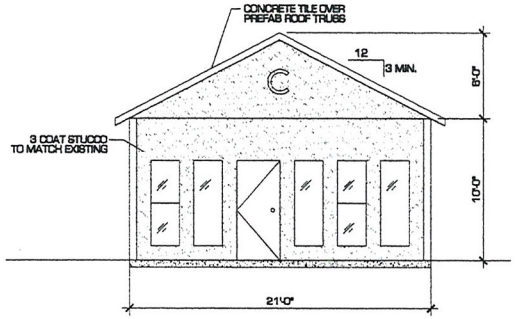
① DUEL PANED TEMPERED LOW E, 1" INSULATED GLASS, FRAME STOBE WOOD

DOOR SCHEDULE

⚠1 3068 METAL HOLLOW CORE PRIVACY LOCK

LIGHT + VENT SCHEDULE

ROOM	AREA	LITE REQ	LITE ACTUAL	VENT REQ	VENT ACTUAL
EXERCISE ROOM	567 SF	45 SF	72 SF	3.78 SF	10 SF



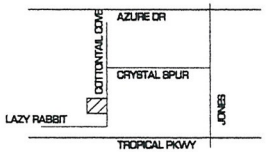
WEST ELEVATION
SCALE: 1/4" = 1'-0"

CODE SUMMARY

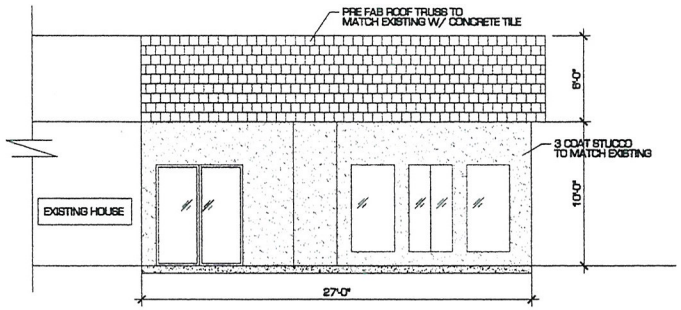
THIS PROJECT SHALL COMPLY WITH:

2006 IBC
2006 IRC
2006 UMC
2006 UPC
2006 IECC
2005 NEC
AND THE SOUTHERN NEVADA CODE AMENDMENTS

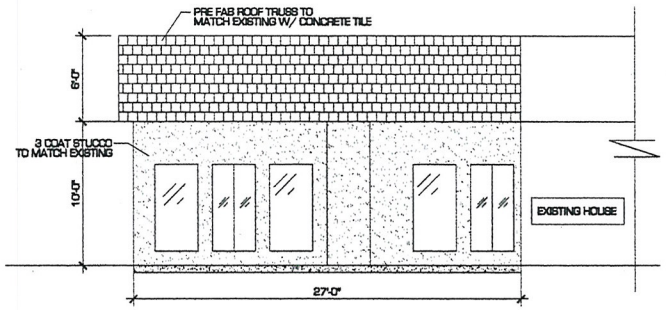
JURISDICTION:	LAS VEGAS
OCCUPANCY:	R-3
CONSTRUCTION TYPE:	V-B
HEIGHT: ACTUAL	15'-0"
HEIGHT: ALLOWABLE	25'-0"
STORY: ACTUAL	[1]
STORY: ALLOWABLE	[2]
AREA: EXERCISE ROOM	= 567 SQ.FT
EXITS:	(2) DOOR
SPECIAL INSPECTOR:	NO
CODE:	2006 IBC



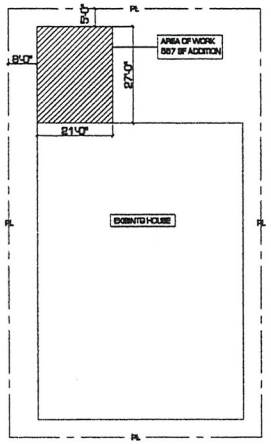
VICINITY MAP
SCALE: NTS



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



SITE PLAN
SCALE: 1/16" = 1'-0"

RECEIVED
AUG 26 2009

VAR-35778
10/22/09 PC

REVISIONS	BY:

LARRY'S ENGINEERING
7844 BOARING BROOK STREET
LAS VEGAS, NV 89131
CELL: 702.340.7827
FAX: 702.838.8888

TITLE: FLOORPLAN AND ELEVATIONS
PROJECT: CARR ADDITION
ADDRESS: 6017 COTTONTAIL COVE ST LAS VEGAS NV 89130

DRAWN	PK
CHECKED	LARRY SANCHEZ
DATE	4-28-2009
SCALE	AS SHOWN
JOB NO.	
SHEET	A0





RECEIVED
AUG 27 2009
VAR-35778
10/22/09 PC





RECEIVED
AUG 27 2009
VAR-35778
10/22/09 PC



VAR-35778 - APPLICANT/OWNER: CARR LIVING TRUST U/A
6017 COTTONTAIL COVE STREET
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35778 - APPLICANT/OWNER: CARR LIVING TRUST U/A
6017 COTTONTAIL COVE STREET
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35778 - APPLICANT/OWNER: CARR LIVING TRUST U/A
6017 COTTONTAIL COVE STREET
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35778 - APPLICANT/OWNER: CARR LIVING TRUST U/A
6017 COTTONTAIL COVE STREET
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Larry's Engineering
7844 Soaring Brook St.
Las Vegas, NV 89131
Phone (702) 340-7927
Fax (702) 639-6868

October 7, 2009

City of Las Vegas
Planning & Development
731 South Fourth Street
Las Vegas, NV 89101
Attention: **Planning & Development**
Subject: **Justification Letter**

Dear Planning Commission:

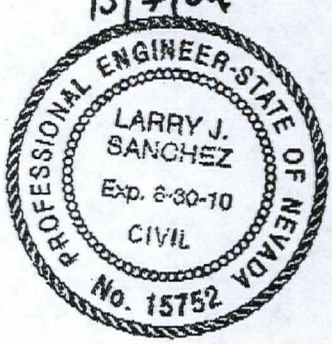
The purpose of this letter is to provide a justification of how the proposal will produce a stable environmental character. My client is applying for (1) condition:

A. Variance

The purpose of this **variance** is to allow my client to leave his new patio cover enclosure 5 feet away from the rear property line. The current enclosure shall have access from the interior and the material used in this construction is wood, drywall, and 3-coat stucco as siding. Currently, my client is under a R-3 zoning standard which does not allow him to leave the enclosure at 5 foot setback. Obtaining a variance request will allow him to legally occupy the completed enclosure without detrimentally impacting the surrounding/adjacent properties.

Should you have any further questions regarding this matter, please do not hesitate to contact me at (702) 340-7927.
Sincerely,
Larry J. Sanchez, PE

10/7/09



RECEIVED
OCT - 7 2009

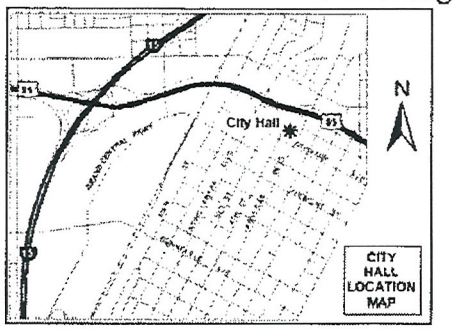
VAR-35778
10/22/09 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35778

Planning Commission Meeting of 10/22/2009

Case: VAR-35778
12526603014
SMITH HAROLD G REVOCABLE LIV TR
6290 W TROPICAL PKWY
LAS VEGAS NV 89130-1304

HAYDEN 89130

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

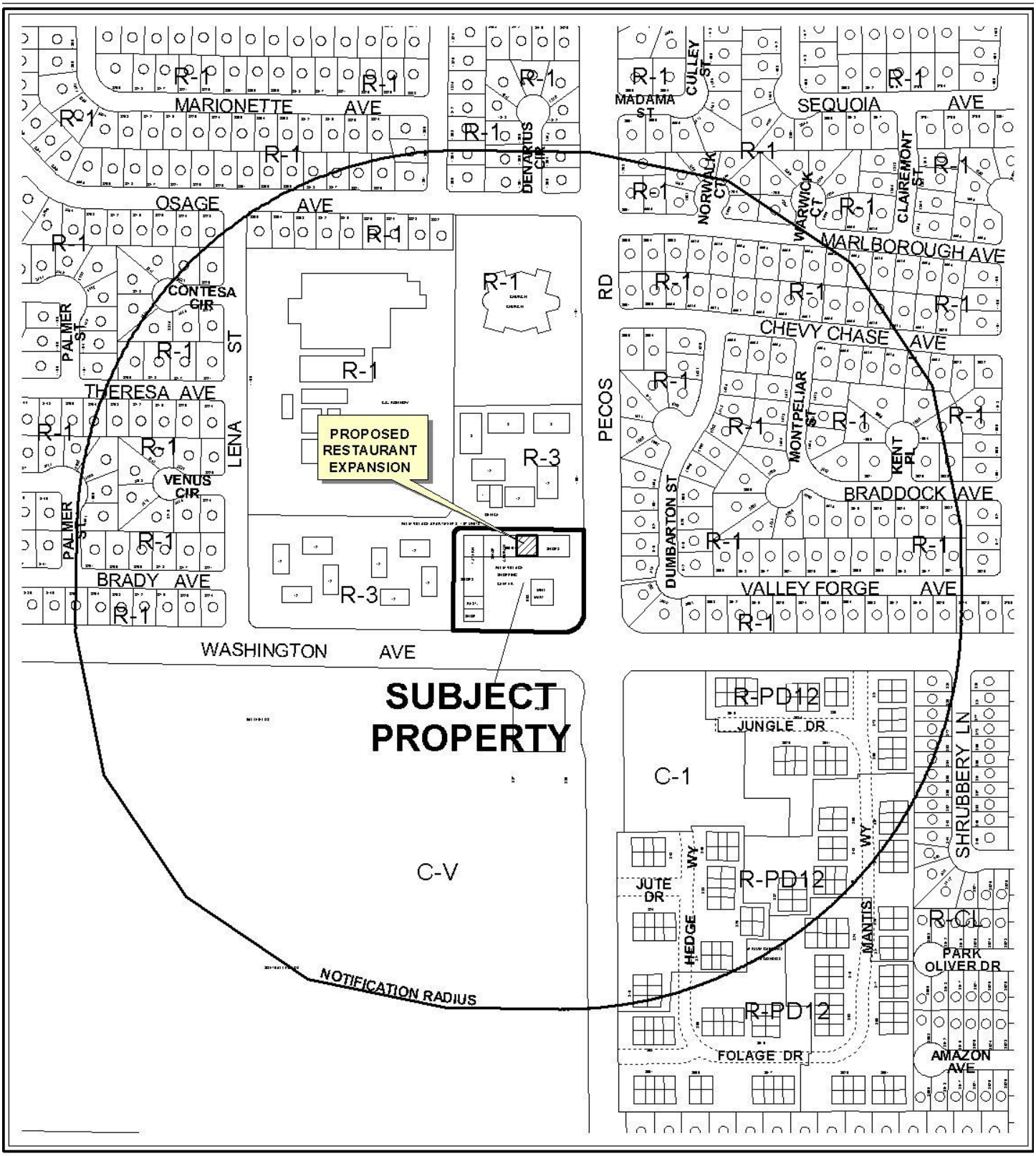
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-35857 - VARIANCE - PUBLIC HEARING - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC - Request for a Variance TO ALLOW 105 PARKING SPACES WHERE 113 SPACES ARE REQUIRED FOR A PROPOSED 800 SQUARE-FOOT RESTAURANT EXPANSION on 2.15 acres at 941 North Pecos Road (APN 139-25-601-004), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**8**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 19



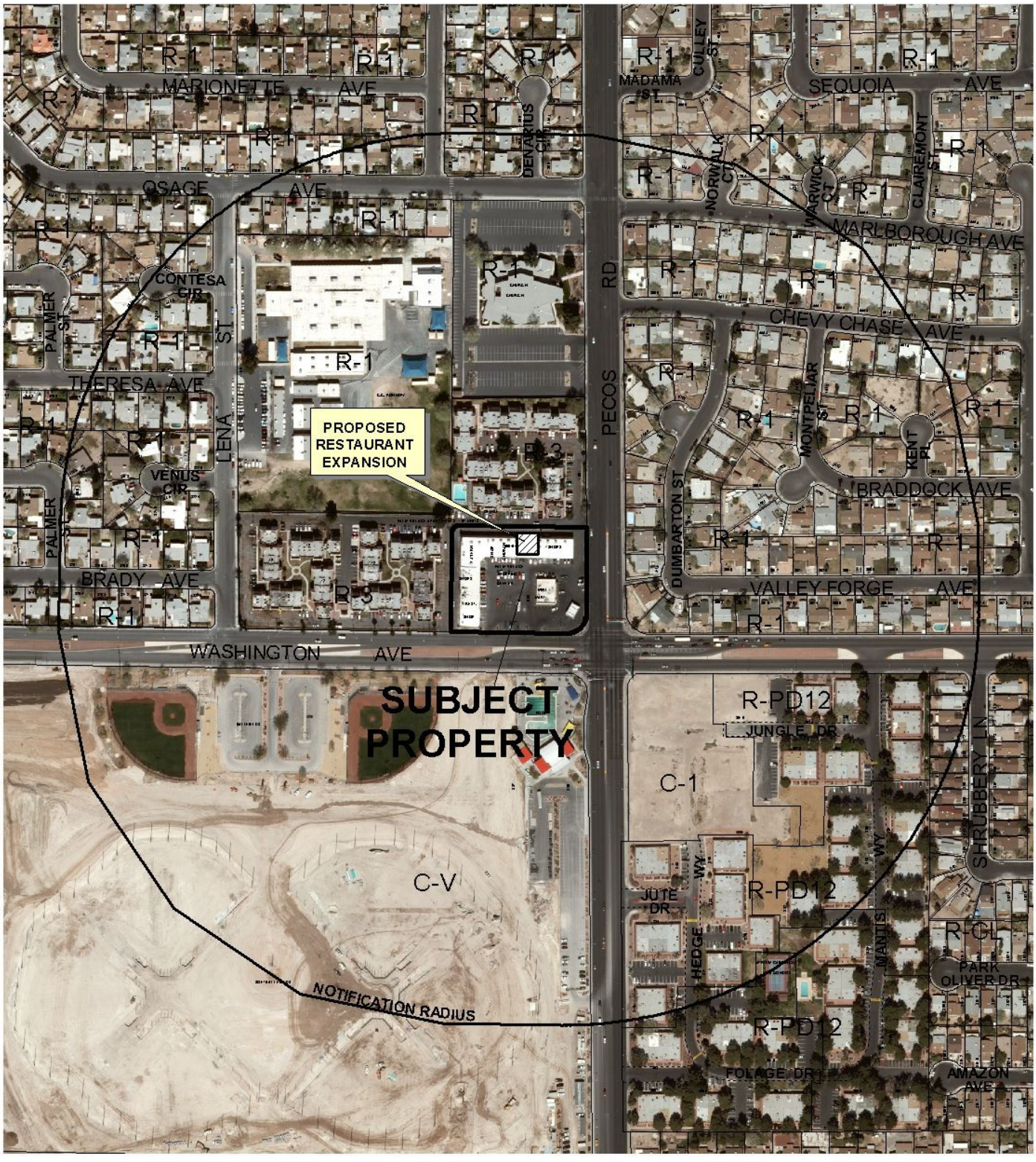
0 300 600 Feet

CASE: **VAR-35857**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: VAR-35857

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to condition.

Planning and Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow 105 parking spaces where 113 parking spaces are required at an existing Restaurant on 2.14 acres at 941 North Pecos Road. The applicant is proposing to expand the existing dining facility space (941 North Pecos Road) into an adjacent tenant space (943 North Pecos Road), increasing the total floor area of the restaurant by 800 square feet. The expansion would increase the amount of parking needed for the subject use by eight spaces. The applicant has created a self-imposed hardship that could be alleviated through alternative site location; staff is recommending denial. If denied, the existing restaurant will remain unaltered.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
10/22/96	The Board of Zoning Adjustment approved a request to withdraw a Special Use Permit (U-102-96) on property located at 901 North Pecos Road to allow on-premise beer and wine sales in conjunction with a proposed restaurant.
10/22/96	The Board of Zoning Adjustment approved a request for a Variance (V-145-96) on property located at 901 North Pecos Road to allow 122 parking spaces where the existing and proposed uses required 130 spaces.
03/24/97	The City Council approved a request for a Special Use Permit (U-150-96) on property located at 901 north Pecos Road to allow on-premise beer and wine sales in conjunction with a proposed restaurant and a waiver of the min. 400-foot distance separation requirement for a church and park. The Board of Zoning Adjustment recommended approval.
09/29/03	The Planning and Development Department approved a request for Administrative Approval to allow the placement of two (2) wireless antennas on the existing rooftop of the building at 901 North Pecos Road.
12/26/08	A deed was recorded for change of ownership.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #19/ao).
Related Building Permits/Business Licenses	
07/16/01	A business license (C07-02750) was issued for a clothing and gifts store at 943 North Pecos Road. The business license was marked out of business on 02/13/09.
12/13/02	A business license (R07-00571) was issued for a restaurant at 941 North Pecos Road. The business license was marked out of business on 07/05/06.
05/31/03	A building permit (#2011930) was issued for tenant improvement certificate of occupancy at 941 North Pecos Road. The permit expired on 05/31/03.
01/04/06	A business license (R07-00707) was issued for a restaurant at 941 North Pecos Road. The business license is still active.

Pre-Application Meeting	
08/10/09	A pre-application meeting was held with the applicant where elements of submitting a Variance were discussed. Topics included: • The applicant's provision of an accurate square footage of the expansion area showing the amount of public seating, waiting area and remaining gross floor area needed for parking calculation. • The provision of a parking analysis for the entire retail development so the parking requirement for the development can be determined.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
09/17/09	A field check was carried out by staff with the following observations: • There is an existing restaurant in operation within the 21,720 square-foot commercial plaza. The adjacent space was vacant. There no other restaurant in the plaza. • There is a code violation of non-permitted banners and signage above the main entrance and on the display windows. These violations have been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	2.15

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Public Facility	PR-OS (Parks / Recreation / Open Space)	C-V (Civic)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	Y
Trails	X		Y

Rural Preservation Overlay District		X	N
Development Impact Notification Assessment		X	N
Project of Regional Significance		X	N

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Use (943 N. Pecos Rd.)	***Gross Floor Area or Number of Units***	***Required Per Current Title 19.04 Standards***	
			Parking
		Parking Ratio	Regular
Retail (current use)	800 SF	1/250 SF	4
Restaurant (proposed expansion)	500 SF	1/50 SF public seating/waiting	10
	300 SF	1/200 SF remaining floor area	2
SubTotal	800 SF		12
Additional required parking spaces subject to this Variance request			8

ANALYSIS

The applicant is proposing to expand the existing dining facility (941 North Pecos Road) into an adjacent tenant space (943 North Pecos Road); without adding any additional parking facilities at a site that is already considered to be parking impaired. This will result in a deficit of eight parking spaces, or a 5% deviation from the requirements. There is illegal signage, including banners, at the subject site. The violations have been referred to Code Enforcement. The proposed Variance is a self imposed hardship; therefore, denial of this request is recommended.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to expand a use that is too intense for the existing site to accommodate. A less intense use would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 385 by City Clerk

APPROVALS 5

PROTESTS 4

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-35857** APN: 139-25-601-004

Name of Property Owner: Wetherbee Properties LLC

Name of Applicant: Fidencio Garcia

Name of Representative: Patricia Beyer

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: ANTHONY WETHERBEE

Subscribed and sworn before me

This 7th day of August, 2009

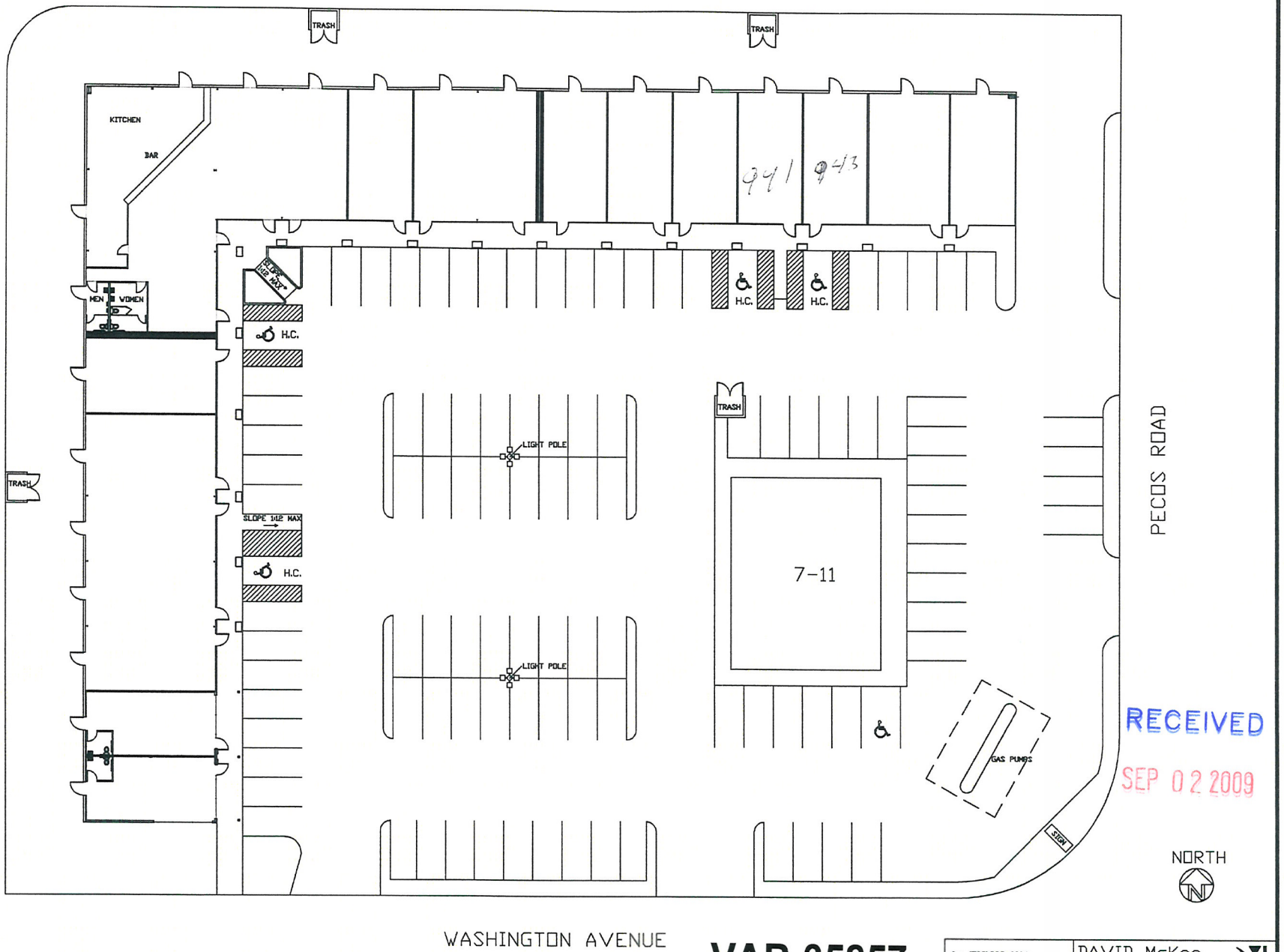
[signature]

Notary Public in and for said County and State

JORDAN FAUST
Commission # 1824515
Notary Public - California
Orange County
My Comm. Expires Nov 25, 2012

RECEIVED

Agosto 3-14

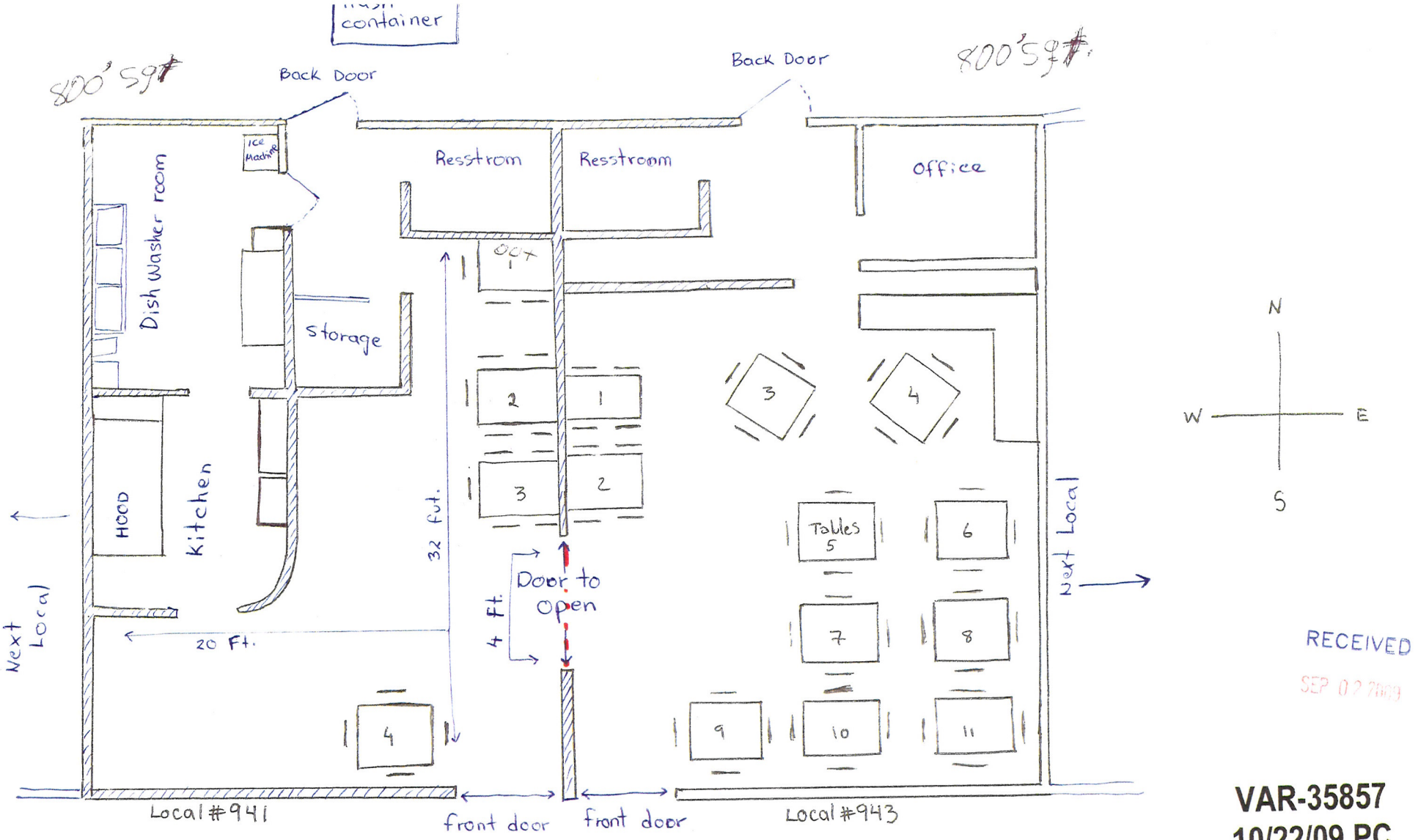


RECEIVED
SEP 02 2009

VAR-35857
10/22/09 PC

fx: (702)388-0004
ph: (702)388-0002

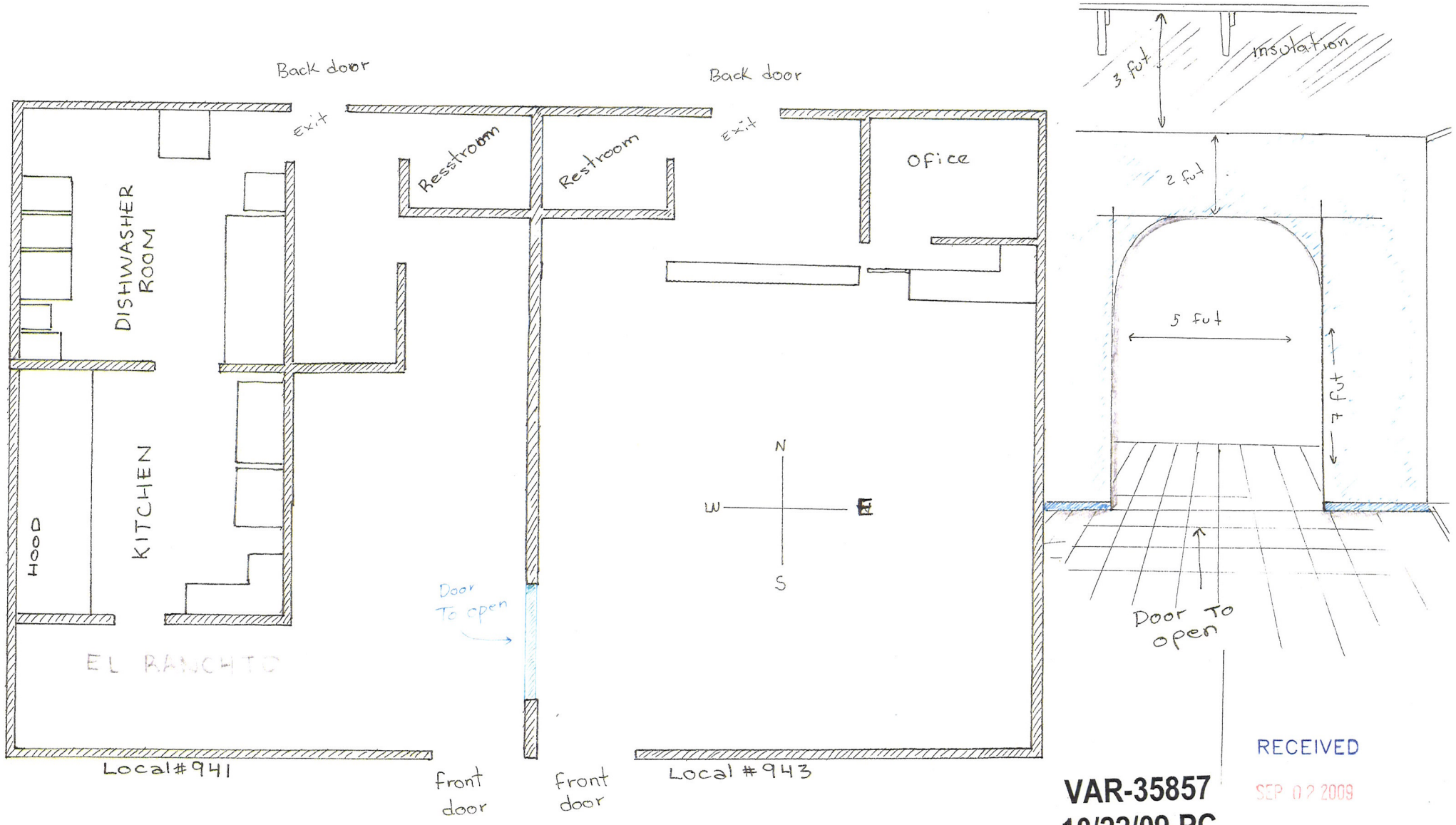
DAVID McKee
architect
AIA/ NCARB



RECEIVED

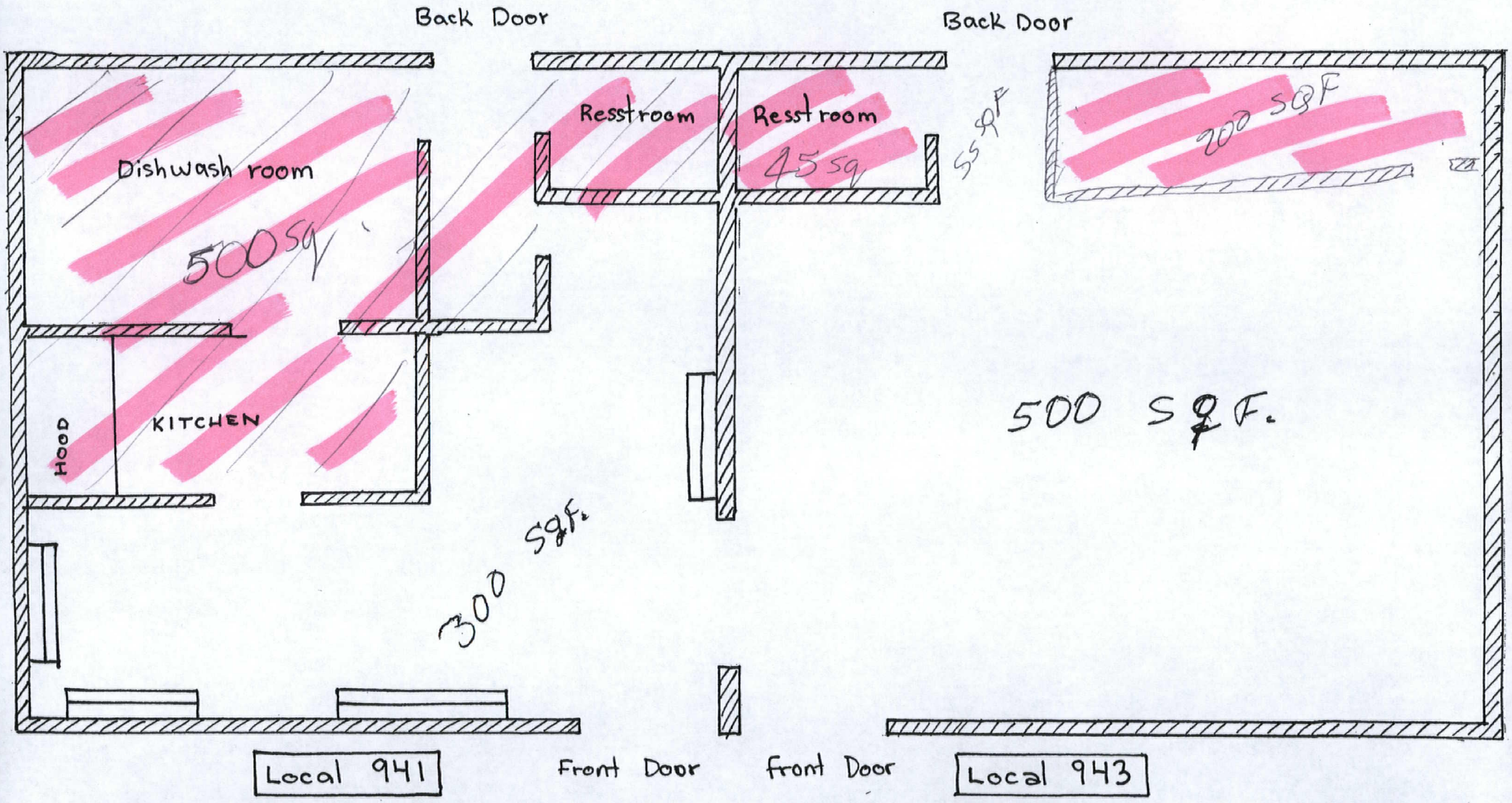
SEP 02 2009

VAR-35857
10/22/09 PC



RECEIVED
SEP 02 2009

VAR-35857
10/22/09 PC



VAR-35857
REVISED
10/22/09 PC

RECEIVED
SEP 21 2009



RECEIVED
2009
VAR-35857
10/22/09 PC



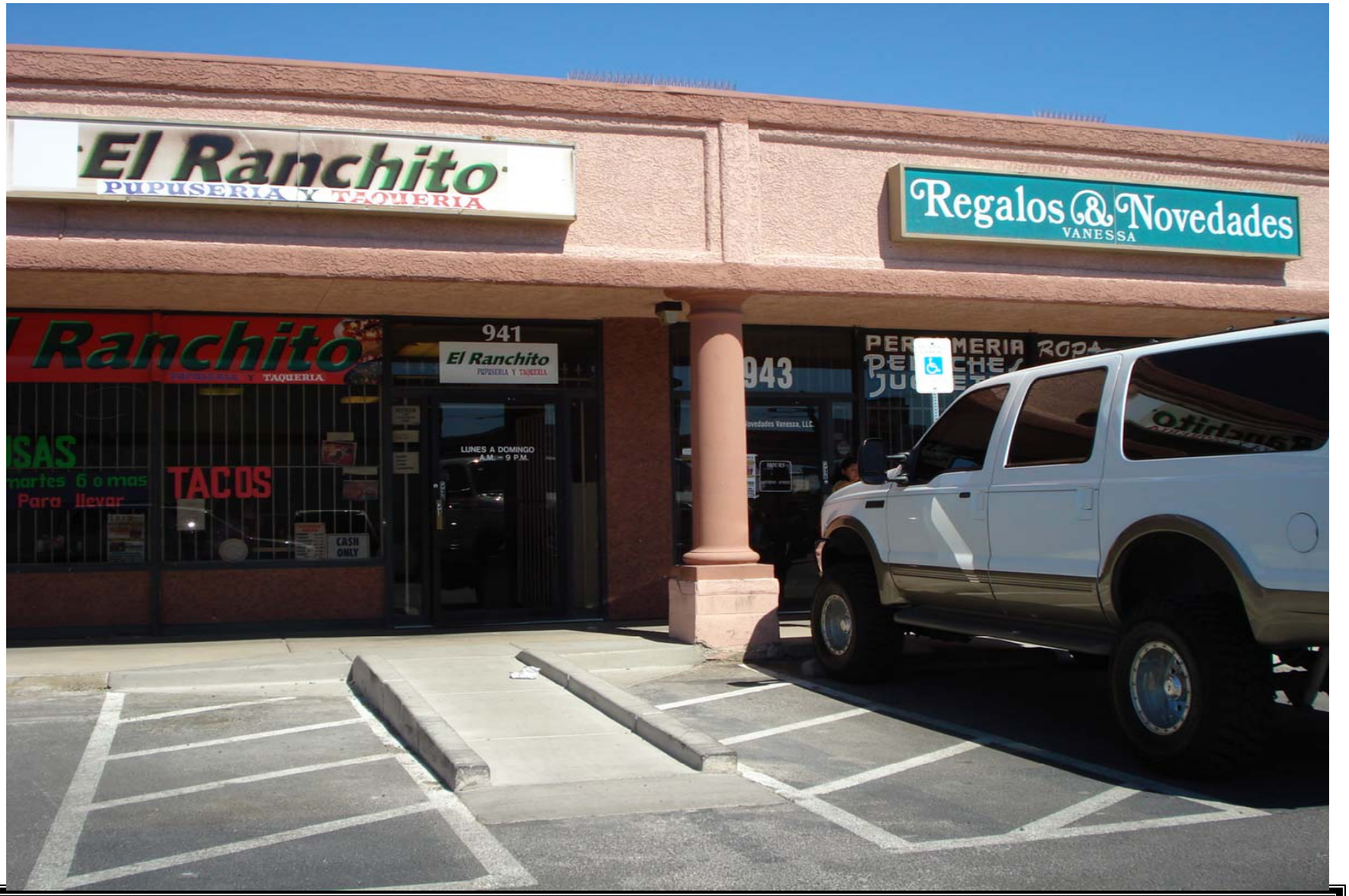
RECEIVED
SEP 02 2009

VAR-35857
10/22/09 PC



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



VAR-35857 - APPLICANT: FIDENCIO GARCIA - OWNER: WETHERBEE PROPERTIES, LLC
941 NORTH PECOS ROAD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

To Whom it may concern,

I am writing this letter to explain why I wish to combine my restaurant with the vacant space next to it. For starters I would like to say that since it is vacant it would be perfect for my business to expand and use this space. Seeing as how the two spaces are right next door to each other I have made plans on how a single door would be able to make this easy and quick. With the new door installed I wish to have what space I have now to be used solely for take out orders and the kitchen area. Leaving the new space the new dinning area. With the new added room I believe my business will have a better chance of being more successful in its endeavors thank you for your time.

Sincerely,
Fidencio Garcia

RECEIVED
SEP 07 2009
VAR-35857
10/22/09 PC

Tenant Name	Unit Code	Status	Sqft
TUCSON WATERMILLS	901	Current	0
Southland Corporation	903	Current	3,000
DF Wireless	905	Current	800
First Class Insurance	907	Current	800
LAS ISLITAS	911	Current	4,200
Jalisco's Bakery	917	Current	920
Point After Lounge	923	Current	4,600
TAX SERVICES OF AMERICA, INC	929	Current	800
GOOD SAMARITAN BAPTIST CHURCH	931	Current	1,600
DOLEX DOLLAR EXPRESS	937	Current	800
VERONICA HIRALES, RASPADOS	939	Current	800
Fidencio Garcia	941	Current	800
STEPHANIE'S VARITY STORE	943	Current	800
JUAN & ANA MARTINEZ	945	Current	1,000
LUPE RODRIGUEZ	947	Current	800
			21,720

RECEIVED
SEP 02 2009

VAR-35857
10/22/09 PC

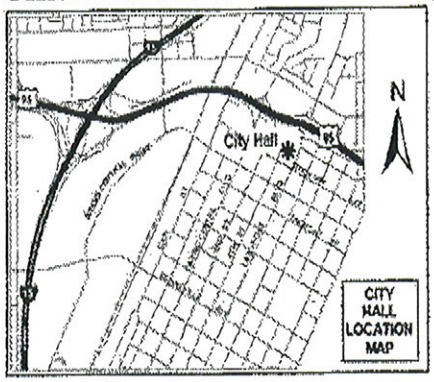
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 $ 00.41⁴
0006427921 8 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



Rec'd 11/2/2009
(NCHT)

RECEIVED
NOV 04 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857
13925612038
BARE MOUNTAIN REAL EST PRVCY TR
P O BOX 27740
LAS VEGAS NV 89126-7740

HAVD511 89126

Submitted after final agenda

Date 11/04/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

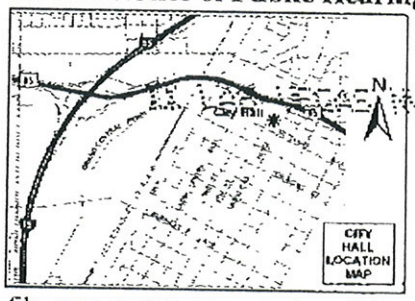
UNITED STATES POSTAGE PITNEY BOWES

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
FIFTY DOWLS
02 1M $ 00.41⁴
0004279215 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857

Planning Commission Meeting of 11/05/2009

Case: VAR-35857

14030313037
KAWADA ROY OSAMU
P O BOX 1487
LANCASTER CA 93584-1487

HAVDS11 93584

Submitted after final agenda

Date 10/29/09 Item 19P

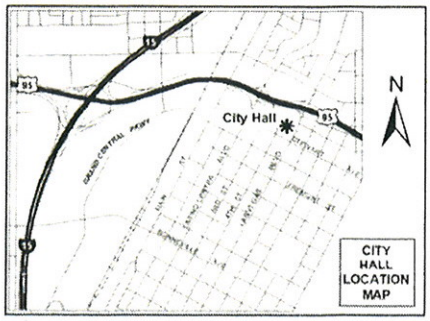
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857
14030214023
ROSS CAROL M
1017 MONTPELIAR ST
LAS VEGAS NV 89110-1111

HAVOS11 89110

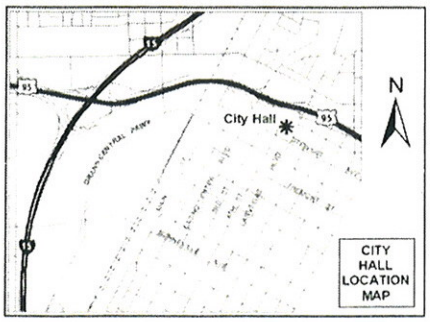
Submitted after final agenda
Date 10/29/09 Item 19P

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857

Planning Commission Meeting of 11/05/2009

Case: VAR-35857

14030316035
PARKER RAY MICHAEL
3601 FOLAGE DR #5
LAS VEGAS NV 89110-2132

HAVDS11 A910

Submitted after final agenda

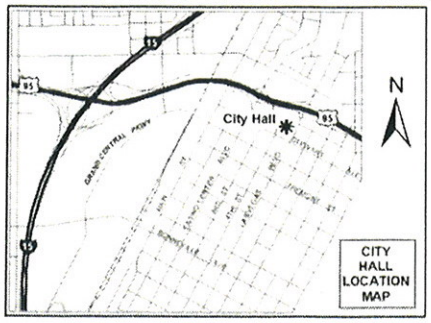
Date 10/29/09 Item 19P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857
14030310018
WALKER MAGGIE
880 MANTIS WY #3
LAS VEGAS NV 89110-6455

HAVDS11 89110

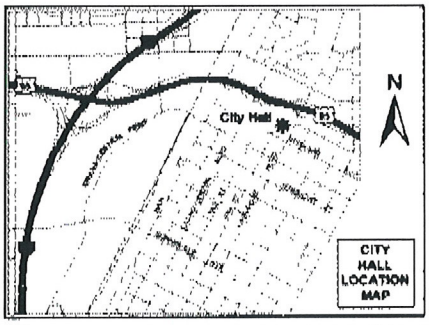
Submitted after final agenda
Date 11/02/09 Item 19P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857
14030313025
WILLIAMS ALLAN R & LILY H
4900 QUASAR CT
LAS VEGAS NV 89130-1621

HAVDS11 89130

19P

Carman Burney

From: Alberta Obodai
Sent: Tuesday, October 20, 2009 12:47 PM
To: Carman Burney
Subject: RE: Var-35852

Oops, I did the same thing as the customer. It is VAR-35857

From: Carman Burney
Sent: Tuesday, October 20, 2009 12:01 PM
To: Alberta Obodai
Subject: RE: Var-35852

This isn't a valid case number... HELP!

From: Alberta Obodai
Sent: Tuesday, October 20, 2009 11:42 AM
To: Carman Burney
Subject: FW: Var-35852

Hi Carmen,

This a response to VAR-35852 for the 10/22/09 PC meeting.

Alberta

From: point923@aol.com [mailto:point923@aol.com]
Sent: Monday, October 19, 2009 11:19 AM
To: Alberta Obodai
Subject: Var-35852

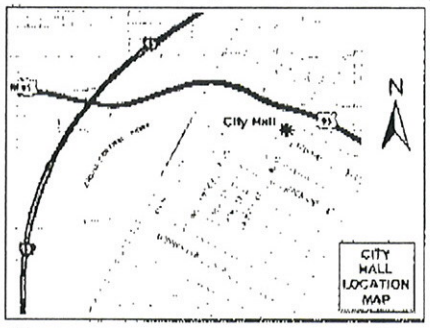
Dear Ms. Obodai,
I am sending this e-mail in opposition to granting variance 35852. I am one of the owners of the Point After Lounge, located in the effected shopping center. There are currently two full service restaurants in the center. (Las Islitas & the Point After) The applicant came into the center as a sandwich shop and was granted the exemption of needing a grease trap. They have over burdened the sewer system several times and expansion will make the matter worse.
In October of 1996 a parking variance was granted for "Las Isitas" Mexican restaurant. Since that time a church has moved into the center and all store are occupied. The granting of this variance will have a detrimental effect on other occupants of the center.

Ron Drake
Point After Lounge

19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857
13925611014
GRAHAM SALLY JEAN W & PAUL H SR
1301 HARRIET ST
LAS VEGAS NV 89101-1818

HAVDSII 89101

Submitted after final agenda

Date 11/02/09 Item 19A

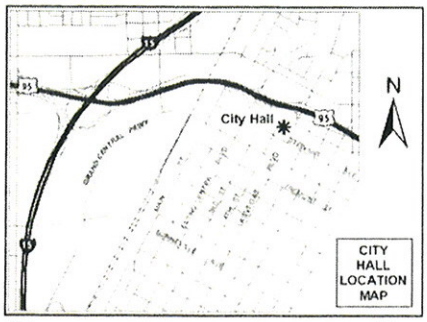
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857

14030310035
GARLAND MARIA E
849 HEDGE WY #5
LAS VEGAS NV 89110-2157

HAVOS11 89110

Submitted after final agenda

Date 10/29/09 Item 19A

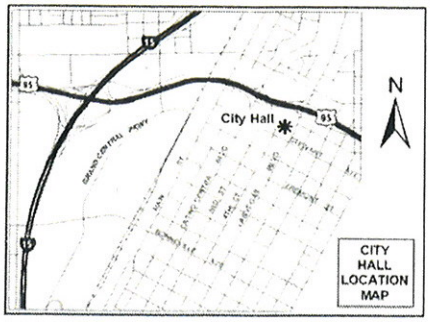
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
NOV 03 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

Case: VAR-35857
14030313038
GARLAND E MARIA
849 HEDGE WAY #5
LAS VEGAS NV 89110-2157

HAVDS11 A910

Submitted after final agenda

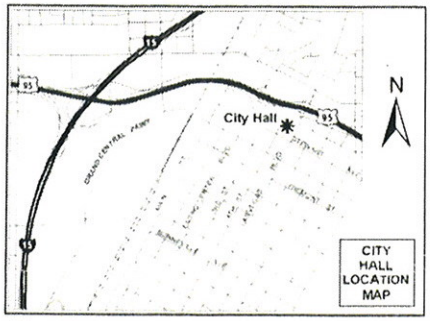
Date 11/03/09 Item 19A

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

Case: VAR-35857
14030314007
GILBERT DARLYN P
849 MANTIS WY #6
LAS VEGAS NV 89110-6453

HAVOS11 89110

Submitted after final agenda
Date 11/02/09 Item 19A

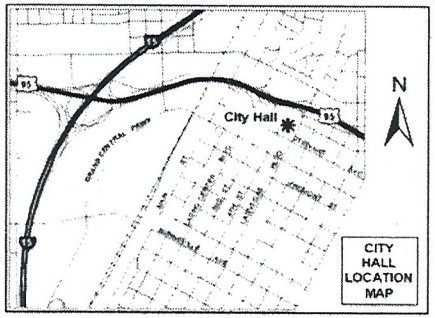
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 26 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 10/22/2009

Case: VAR-35857
14030310041
ARNOLD VIVIAN B & FAWN ANNET
3525 JUNGLE DR #6
LAS VEGAS NV 89110-6408

HAVDS11 89110

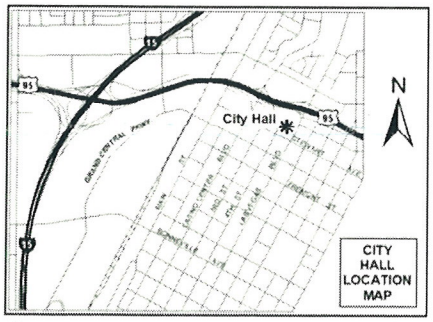
194

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 10/22/2009

RECEIVED
OCT 23 2009

Case: VAR-35857
13925601004
WETHERBEE PROPERTIES L L C
24942 CATHERINE WY
DANA POINT CA 92629-1928

HAVDS11 92629

19A

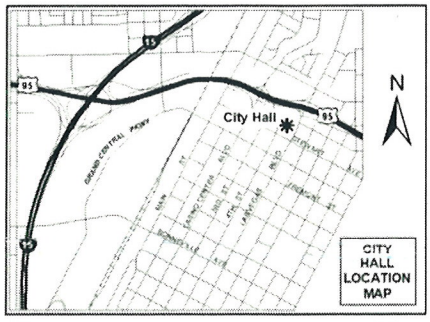
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
OCT 23 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-35857

14030210063
ANGLIN RICHARD T JR
1011 DUMBARTON ST
LAS VEGAS NV 89110-1104

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857
Planning Commission Meeting of 10/22/2009

Dear Sirs,
Great idea - growth is always welcome. Seeing that the City of Las Vegas is really improving the intersection of Washington & Recos something might be done to reduce the excessive noise when your backyard is right on Recos. A suggestion would be the city improve this problem by installing a wall (GENERIC) from Washington North on Recos to Chevy Chase to improve on noise & the safety of the people along Recos See map on back, for reference my lot is blacked out. Speeding from Washington North on Recos to halfway to Owens is a real speed & noise problem. - THANKS FOR LISTENING

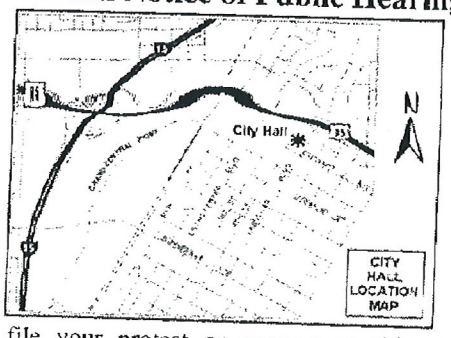
HAVDS11 89110

R. Anglin 10/13/09.

19A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35857

Planning Commission Meeting of 10/22/2009

Case: VAR-35857
14030214025
INGRAM DAVY P & BARBARA LEE
61 LAURA KAY ST
LAS VEGAS NV 89110-5242

Oct 09 09 05:06p Barbara 702-750-0102 p.1

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

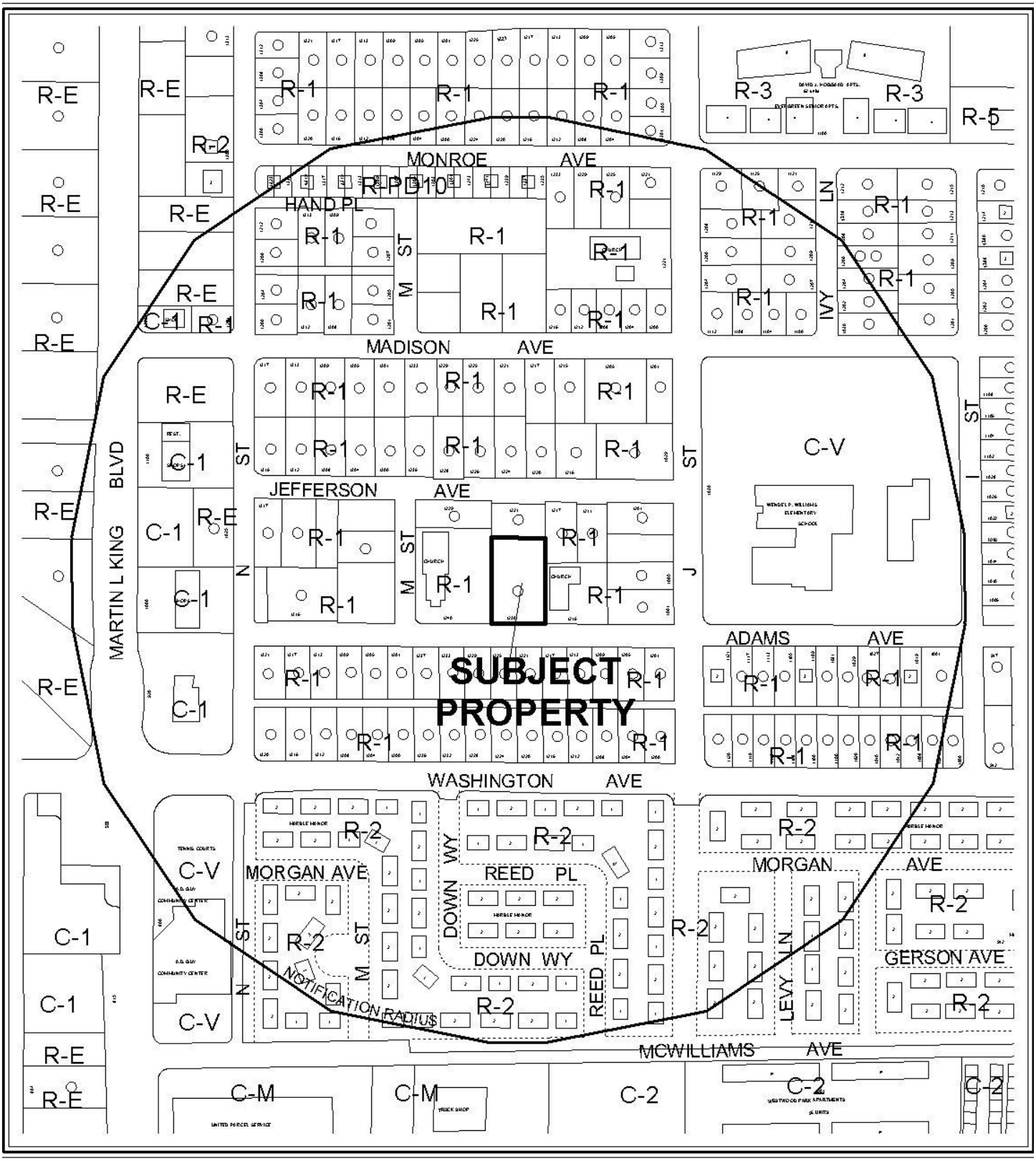
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35932 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: FOUSTON JORDAN - Request for a Special Use Permit FOR A PROPOSED CHURCH/HOUSE OF WORSHIP at 1230 West Adams Avenue (APN 139-28-607-009), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-3 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 25

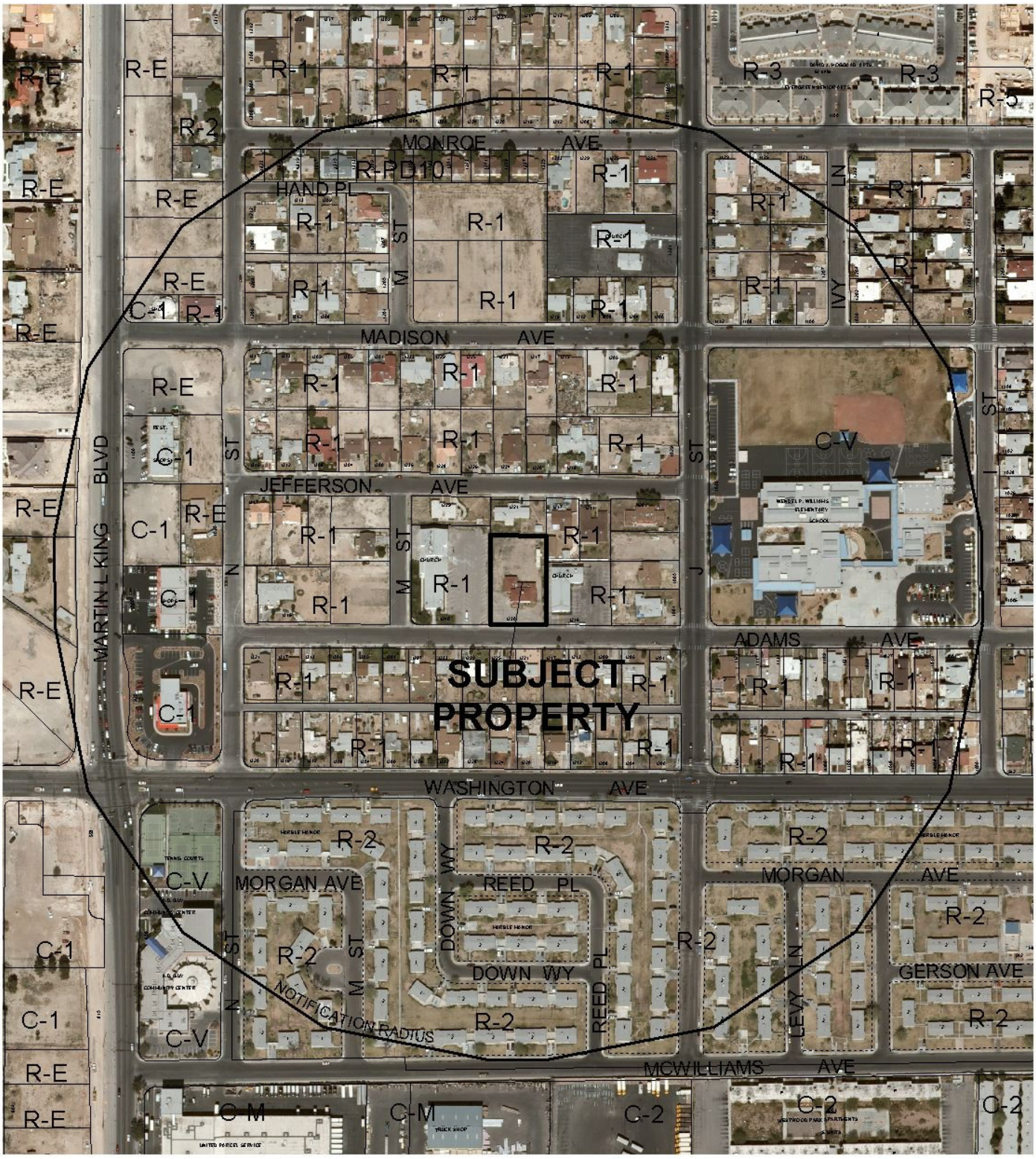


0 300 600 Feet

CASE: **SUP-35932**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)



0 300 600 Feet

CASE: **SUP-35932**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN

** CONDITIONS **

The Planning Commission (4-3/ke, se, gf vote) and staff recommend DENIAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Church/House of Worship use.

2. Conformance to the conditions for Site Development Plan Review (SDR-35931), if approved.

3. All required building permits must be obtained, fees paid, and a final inspection approved prior to occupancy of the building for a church/house of worship 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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing 2,871 square-foot single-family residence on 0.62 acres at 1230 West Adams Avenue. This is a request for a Special Use Permit (SUP-35932) to convert the existing 2,871 square foot-single family residence to a Church/House of Worship use. The existing R-1 (Single Family Residential) zoning district allows a Church/House of Worship with the approval of a Special Use Permit. However, there are already three similar uses located within the 1,000-foot notification area, with two large churches on either side of the proposed development, oversaturation of the area with a particular use that would negatively impact the area by adding more traffic to this residential area during worship hours. Denial of this application is recommended. If the request is denied, the use on the subject property will remain as a single family residence.

ISSUES

- A condition has been added to require that all necessary permits to convert the residence to a church/house of worship be obtained, fees paid, and a final inspection approved prior to occupancy of the building for a church/house of worship use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
05/03/06	The City Council denied a Site Development Plan Review (SDR-11103) to convert a single family residence to a church/house of worship on the subject site. Planning Commission and staff recommended denial.
05/03/06	The City Council denied a Special Use Permit (SUP-11104) for a proposed church/house of worship on the subject site. Planning Commission and staff recommended denial.
11/05/09	The Planning Commission recommended denial of companion item SDR-35931 concurrently with this application. The Planning Commission voted 4-3/ge, se, gf to recommend DENIAL (PC Agenda Item #25/gk).
Related Building Permits/Business Licenses	
06/02/05	A building permit was issued (#5004177) for residential improvements and additions to the single family dwelling at 1230 W. Adams Avenue. The changes that were made actually consisted of a worship area, pews, pulpit, and offices for a church. This contradiction was found on 08/05/05 when the site was inspected for construction and setbacks. The permit was voided by the Building & Safety Department on 12/01/05.
06/17/09	A building permit (#141704) was issued for a six-foot CLV design block wall at 1230 W. Adams Avenue. The wall received a final inspection approval on 07/06/09.
08/28/09	A building permit (#146533) was issued for an electrical underground conduit at 1230 W. Adams Avenue. The permit has not received a final inspection.

Pre-Application Meeting	
08/26/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review and a Special Use Permit. • Waivers and exceptions for landscaping were discussed. • On-site parking requirements were discussed. • The continuance of curb-side trash pick-up was discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
09/17/09	A field check was completed on the indicated date. The following items were observed by the Planning and Development staff. • Staff observed an existing and well maintained single family residence.

Details of Application Request	
Site Area	
Net Acres	0.62

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Church	L (Low Density Residential)	R-1 (Single Family Residential)
West	Church	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
West Las Vegas Plan	X		Y
A-O (Airport Overlay) District – 140 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	1,110 SF	1:100	11	1	31	1	
Total			12		31		Y

ANALYSIS

The existing R-1 (Single Family Residential) zoning district allows a Church/House of Worship with the approval of a Special Use Permit. However, there are already three similar uses located within the 1,000-foot notification area, with two large churches on either side of the proposed development, oversaturation of the area with a particular use that would negatively impact the area by adding more traffic to this residential area during worship hours. Denial of this application is recommended.

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 Church/House of Worship would be located between two properties that have already been converted from residences to Churches. Due to the two adjacent Church facilities this project would saturate this residential area with a specific use. During worship hours the area would be very congested and would negatively impact the residential neighborhood.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed use as a Church would create a concentration of non residential uses in this Low Density Residential area and therefore is not in compliance with the General Plan.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Adams Avenue, designated as a 60-foot Right-of-Way. The site and adjacent facilities will generate a large amount of traffic during worship hours and will have a negative impact on adjacent roadways and the neighborhood.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The subject site is located within the R-1 (Single Family Residential) Zone and has a General Plan designation of L (Low Density Residential). Church/House of Worship use requires approval of a Special Use Permit within the R-1 (Single Family Residential) Zone. It will not compromise the public health, safety, and welfare or overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use meets all of the applicable standards pursuant to Title 19, with the exception of the Title 19.12.040 Landscape Standards.

PLANNING COMMISSION ACTION

There were three speakers in favor of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 179 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35932** APN: 139-28-607-009

Name of Property Owner: FOUSTON JORDON

Name of Applicant: FOUSTON JORDON

Name of Representative: JOEY DEBLANCO

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JOEY DEBLANCO FOR FOUSTON JORDON

Subscribed and sworn before me

This 9TH day of SEPTEMBER, 2009

_____
Notary Public in and for said County and State

GERMAN MENDOZA
Notary Public, State of Nevada
Appointment No. 06-105227-1
My Appt. Expires Apr. 28, 2010

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



FRONT
8/11/09



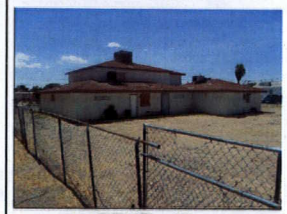
WEST
8/11/09



EAST
8/11/09



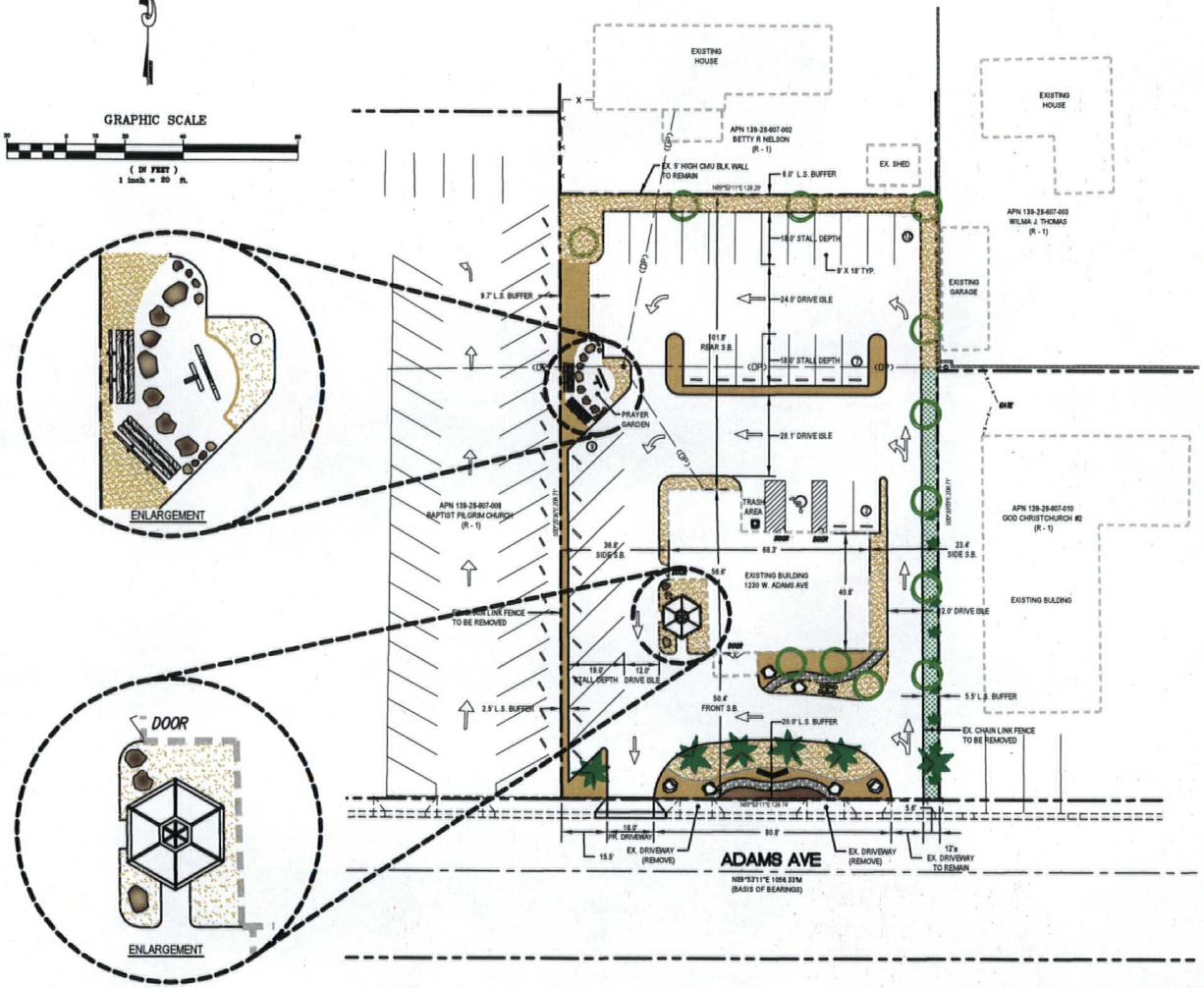
REAR #1
8/11/09



REAR #2
8/11/09

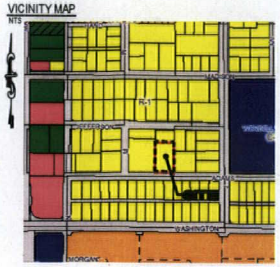
GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



VICINITY MAP

NTS



PROJECT INFORMATION

JURISDICTION:	CITY OF LAS VEGAS
A.P.N.	139-28-607-009
LOT SIZE:	26822 S.F. OR 0.62 AC
EX. BUILDING HEIGHT:	18.17'
EX. BUILDING SIZE:	2871 S.F.
SANCTUARY	1110 S.F.
OTHER	1716 S.F.
EX. ZONING:	R - 1
PR. ZONING:	R - 1
EX. USE:	RESIDENTIAL
PR. USE:	PLACE OF WORSHIP
OWNER:	FOUSTON JORDAN

LANDSCAPING

PR. GLOSSY PRIVET	24" BOX: WAIVER REQUESTED
EX. FAN PALM	48" BOX, RELOCATE AS SHOWN
EX. OLEANDER	15 GAL. TO REMAIN
PR. BOULDER	250 - 500 LBS.
PR. CONCRETE STEP STONE	STAINED
PR. DECOMPOSE GRANITE	DARK BROWN
PR. DECOMPOSE GRANITE	LIGHT BROWN
PR. SOLID SURFACING	GOLDEN BROWN
PR. 6" RIVER ROCK	GREY
EX. TURF	TO REMAIN

PARKING ANALYSIS

PARKING REQ:	1 / 100 S.F.	12 SPACES
PARKING PROV:	1 / 36 S.F.	30 SPACES
	INCLUDING:	1 H.C. SPACE

LANDSCAPE BUFFER ANALYSIS

LANDSCAPE REQ:	
REAR LANDSCAPE BUFFER REQ:	6' X 128' = 768 S.F
E.SIDE LANDSCAPE BUFFER REQ:	8' X 208' = 1664 S.F
W.SIDE LANDSCAPE BUFFER REQ:	8' X 208' = 1664 S.F
FRONT LANDSCAPE BUFFER REQ:	15' X 100' = 1500 S.F
TOTAL:	5596 S.F.
LANDSCAPE PROV:	(12% REDUCTION) 4910 S.F.

LEGEND

- PR. MONUMENT SIGN
- PR. PREFAB. GAZEBO
- PR. PARK BENCH
- PR. RESIDENTIAL DRIVEWAY

EXISTING SETBACKS

FRONT:	50.4'
REAR:	101.8'
WEST SIDE:	36.8'
EAST SIDE:	23.4'
TRASH AREA	116.1'

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEING A PORTION AT THE NORTHWEST QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SOUTHWEST 1/4) OF THE NORTHEAST QUARTER (NORTHEAST 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28; THENCE NORTH, 0 26' 28" WEST, A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 89 53' 11" EAST, A DISTANCE OF 183.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 26' 28" WEST, A DISTANCE OF 208.71 FEET TO A POINT; THENCE NORTH 89 53' 11" EAST TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE, SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28, SAID POINT BEING NORTHERLY A DISTANCE OF 233.71 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE AFOREMENTIONED EAST LINE, A DISTANCE OF 208.71 FEET TO A POINT; THENCE SOUTH 89 53' 11" WEST TO THE **TRUE POINT OF BEGINNING.**

THIS IS A CONCEPTUAL SITE PLAN AND IS INTENDED TO DEPICT THE OWNER'S DESIRED DEVELOPMENT. THE FINAL PLANS MAY DEVIATE FROM WHAT IS DEPICTED HERE.

VERSION NO. 2
SUP-35932 9-18-09
REVISED
10/22/09 PC

SEP 18 2009

OWNER / DEVELOPER: FOUSTON JORDAN
4045 BOLA DR., NO LAS VEGAS, NV 89032-2462

ENGINEERING FIRM: LAS VEGAS CIVIL ENGINEERING
2301 N. RANCHARRT BLVD. No. 116, LAS VEGAS, NEVADA 89115 (702) 898-6741

REV | DATE | BY | REVISION

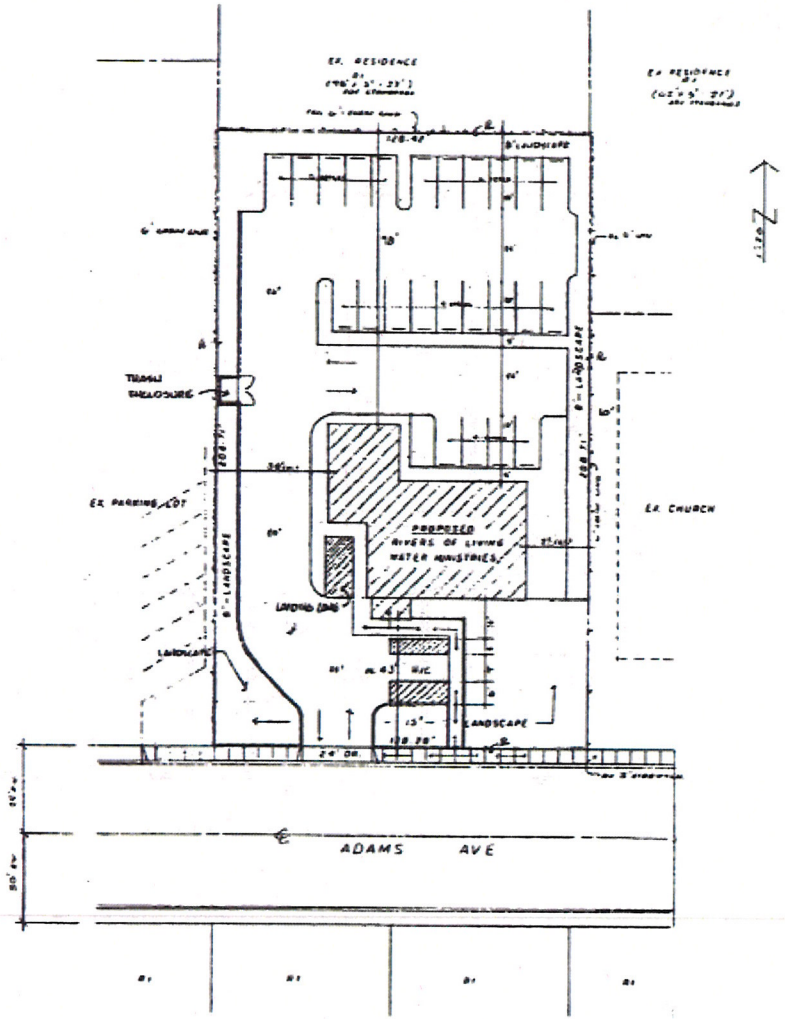
SHEET TITLE: CONCEPTUAL SITE PLAN
PROJECT NAME: RIVER OF LIVING WATER MINISTRY
PROJECT ADDRESS: 1230 ADAMS AVENUE
MUNICIPALITY: CITY OF LAS VEGAS

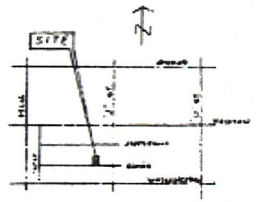
DRAWN BY: STAFF
DESIGNED BY: STAFF
CHECKED BY: STAFF
LVCE PROJ. NO. LVCE

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: N/A

REGISTERED PROFESSIONAL ENGINEER STATE OF NEVADA JOSEPH R. DeBLANCO EXP. 12/31/10 CIVIL No. 15538

SHEET: SP
1 OF 1
QLY NO.





VICININTY MAP

APN. 139.28.507.007
ZONED R1
LOT SIZE 26,857 SF
0.62 ac

BUILDING SIZE (10% LOT COVER)
SANCTUARY 1110 SF
OTHER 1361 SF TL 2871 SF

PARKING
SANCTUARY - 1110 SF x 100 SF PER SPACE - (12) SPACES
FIXED SEATING - (91) x 4 SEATS PER SPACE - 23 SPACES

REQUIRED - 23 SPACES w/ 1 ADA SPACE
PROVIDED - 25 SPACES TL

SITE PLAN 1"=20'

RIVERS OF LIVING WATER MINISTRIES
1230 ADAMS AVE.
LV

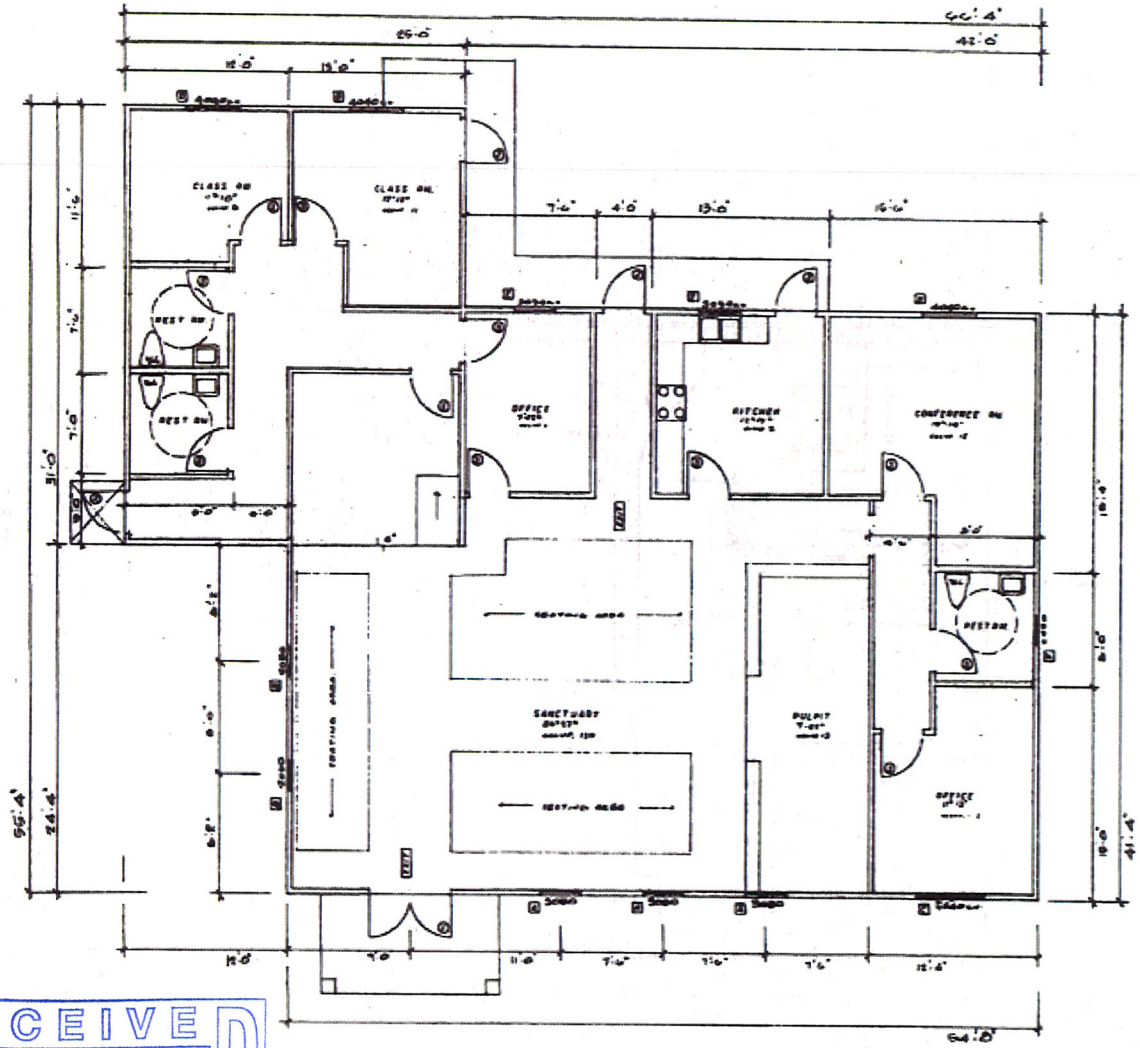
SITE PLAN

REVISIONS

S1

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35932
10/22/09 PC



DOORS

1	1	6060	[illegible]	[illegible]
2	4	3060	-	" " " "
3	11	3060	[illegible]	" " [illegible]

WINDOWS

A	3	5060	SW	[illegible]
B	2	2050	-	" " FIXED
C	1	5040	[illegible]	" " [illegible]
D	3	4060	-	" " " "
E	2	3030	-	" " " "
F	2	2020	-	" " " "

FLOOR PLAN

SANCTUARY	- 1110 [illegible]
OFFICES	- 811 [illegible]
CLASS RM	- 536 [illegible]
REST RM	- 162 [illegible]
HALLWAY'S	- 252 [illegible]
	2871 [illegible]

[illegible]URANCY - 181

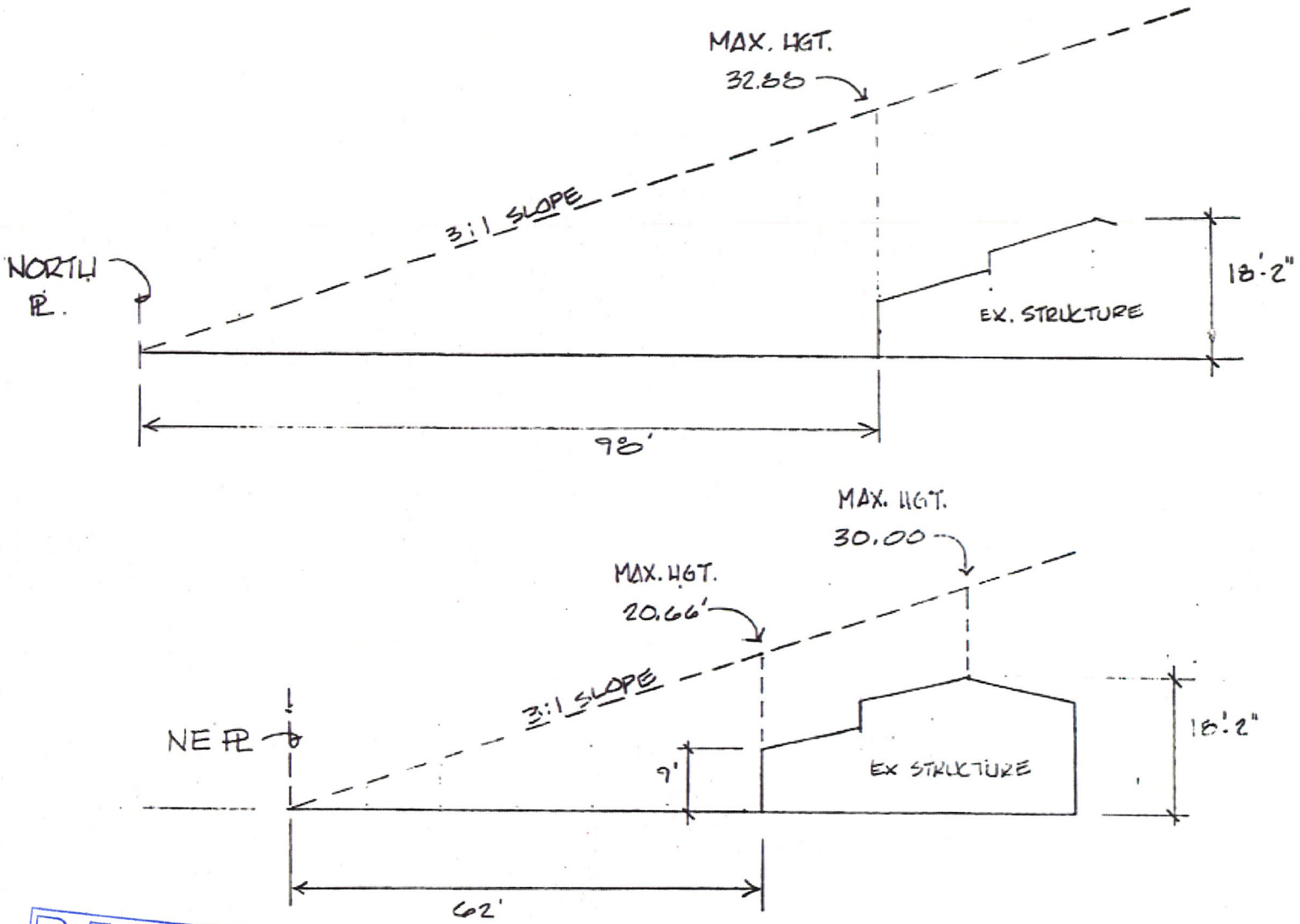
RIVERS OF LIVING WATER MINISTRIES
1230 ADAMS AVE.
N.V. NEV. 89106

1/4"-1'0"

A1

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35932
10/22/09 PC



RESIDENTIAL PROXIMITY SLOPE

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35932
10/22/09 PC



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35932 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Tuesday, September 08, 2009

VIA HAND DELIVER

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

LAS VEGAS CIVIL ENGINEERING NEVADA

Re: Justification Letter – River of Living Water Ministry
Place of Worship
SDR & Use Permit
APN 139-28-607-009

To Whom It May Concern:

Please be advised that this office represents River of Living Water Ministry (the "Applicant") in the above referenced matter.

The Applicant is proposing a site development review for a place of worship located at 1230 Adams Avenue (the "Site"). In conjunction with the SDR, the Applicant is proposing a use permit to allow a place of worship in a residential zone.

Previously, the Applicant filed similar applications, SDR 11103 & SUP 11104. Both applications were denied at the City Council Meeting held on May 3, 2006. It appears the denial was predicated on traffic, oversaturation of use and means of establishments.

Traffic
A traffic capacity document, prepared by the City Traffic Engineering Department, was discovered and is attached as Exhibit 1. This document determined that the proposed Site development would generate less than a one percent (< 1%) increase in traffic burden on the surrounding streets. Attached as Exhibit 2 is an email from the same department validating Exhibit 1's present accuracy for this application.

Oversaturation of Use
The West Las Vegas Bible Belt is one of the most recognizable and greatest oversaturations of use in Las Vegas. This particular community embraces religious and spiritual activities and has since its beginning. The ceremonious structure appeals to the constituents which are evidenced by the community's historic trend. For example, there are an additional twenty churches located within 2500 feet of the Site. Even more interesting is that the neighboring sites are both churches as well.

Without objection, the West Las Vegas Community has trended toward a beautiful oversaturation of religious use. And they have done so collectively, and with overwhelming support; just as this Applicant is doing now. Under the previous applications, over 100 people signed a petition for the proposed development; of which most were comprised of surrounding neighbors. Later, City of Las Vegas representatives re-canvassed the surrounding neighborhood and determined similar results.

SUP-35932
SDR-35931
10/22/09 PC

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Means of Establishments
Originally, the building renovations were performed under a residential permit application. This was an error and the Applicant assumes full responsible charge and desires to move forward with this application.

Landscape
The existing building location imposes development challenges that may warrant relief from Title 19 of the Las Vegas Municipal Code. Specifically, parking spaces were angled and landscape buffers were adjusted in order to maintain appropriate drive isle widths. Based on the conceptual design submitted the following landscape waivers are being requested:

1. Reduction of east landscape buffer width to 5.5'.
2. Reduction of west landscape buffer width to 2.5'.

In addition, the following exceptions are being requested:

1. Omit all 24" box trees along west landscape buffer and landscape parking islands.
2. Omit all shrubs for all landscape buffers and landscape islands.
3. Omit all onsite curbing.
4. Omit 3 – 24" trees along the rear landscape buffer

Trash Enclosure
The capacity of waste accumulation during a given week is less than 30 gallons and is residential in nature. We are requesting omission of a trash enclosure structure and include an acknowledgment email from Republic Services as Exhibit 3, the waste management charter for this property, supporting this request.

Perimeter Fencing
There is an existing 6' high block wall along the rear property line and 5' high chain link fences along the west and east property lines. The block wall will remain as it was constructed recently at the request of Councilman Barlow, while the chain link fences shall be removed.

Driveways
Currently, this property accesses Adams Avenue by three residential driveways. The Applicant proposes eliminating two driveways and constructing a new residential driveway near the westerly property line. This reduction will ease pedestrian travel along the sidewalk and allow simple traffic flow into and out of the site without compounded navigation due to the existing building's location.

We thank you in advance for your consideration.

Sincerely,

Joey DeBlanco

SUP-35932
SDR-35931
10/22/09 PC

RECEIVED
SEP – 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

EXHIBIT 1

PAGE 1

SDR 11103				
Fouston Jordan				
1230 W Adams				
Proposed 2.871 thousand square foot conversion of a residence into a church.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	2.871	9.11	**26**
AM Peak Hour			0.72	**2**
PM Peak Hour			0.66	**2**
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.57	**10**
AM Peak Hour			0.75	**1**
PM Peak Hour			1.01	**1**
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	2.871		**16**
AM Peak Hour				**1**
PM Peak Hour				**1**
(heaviest 60 minutes)				
Existing traffic on all nearby streets: counts not available for Adams, Jefferson or M				
J Street				
Average Daily Traffic (ADT)	1,736			
PM Peak Hour	139			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT Capacity			
Adams Avenue	3000			
Jefferson Avenue	3000			
M Street	3000			
J Street	3000			

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35932
SDR-35931
10/22/09 PC

EXHIBIT 1

PAGE 2

This project will add approximately 16 trips per day on Adams, Jefferson, M and J. This			
will increase expected volumes by about 1 percent on J Street. J Street is at about 58			
percent of capacity. Counts are not available for Adams, Jefferson or M Street, but they			
are believed to be under capacity.			
Based on Peak Hour use, this development will add roughly 1 additional			
car into the area; which works out to one every hour.			
Note that this report assumes all traffic from this development uses all named streets.			

SUP-35932
SDR-35931
10/22/09 PC

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

EXHIBIT 2

From: Rick Schroder [rschroder@LasVegasNevada.GOV]
Sent: Wednesday, July 15, 2009 3:36 PM
To: Joey DeBlanco
Cc: Diane Phomninh; Jonathan Groppenbacher; Victor Bolanos
Subject: RE: New SUP Application

The information submitted by City staff for SDR 11103 (as attached in your original email) should still be essentially valid for subsequent applications that comply with that SDR. Please let me know if you need any further information.

From: Joey DeBlanco [mailto:joey@lvce.net]
Sent: Wednesday, July 15, 2009 3:04 PM
To: Rick Schroder
Subject: New SUP Application

Good Morning Gentlemen,

Attached is a document produced by your office. I would like to use it for a new application. Is the information shown on the attached document still accurate?

Joey DeBlanco
Las Vegas Civil Engineering
2251 N. Rampart Blvd., No. 418
Las Vegas, Nevada 89128
P:702-515-6741 F:702-515-6771
E: joey@lvce.net

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

EXHIBIT 3

From: Andrews, Holly [HAndrews@republicservices.com]
Sent: Monday, August 31, 2009 12:50 PM
To: 'Joey DeBlanco'
Subject: RE: 1230 Adams Avenue
Mr. DeBlanco,

Republic Services Corp. will continue to pick up the waste at this address curbside; you are currently set for 1 Can 2x a week.

We require no trash enclosure.

Holly Andrews
Republic Services
Commercial Sales Rep.
770 E. Sahara Ave.
Las Vegas, NV
89104
C: 702-280-0006
F: 702-599-5581

From: Joey DeBlanco [mailto:joey@lvce.net]
Sent: Monday, August 31, 2009 12:21 PM
To: Andrews, Holly
Subject: 1230 Adams Avenue

Holly,
Please provide a letter stating you will still pick up trash with out an enclosure for 1230 Adams Avenue (River of Living Water Ministry). Thank you.

Joey DeBlanco
Las Vegas Civil Engineering
2251 N. Rampart Blvd., No. 418
Las Vegas, Nevada 89128
P:702-515-6741 F:702-515-6771
E: joey@lvce.net

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST-CLASS

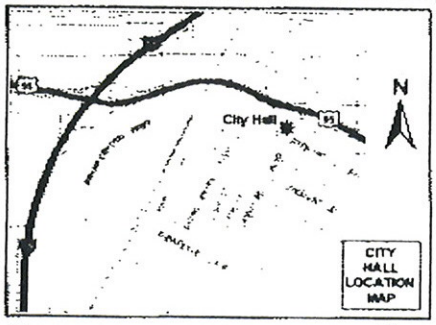
UNITED STATES POSTAGE

$ 00.41⁴

MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35932 & SDR-35931

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 04 2009

Case: SUP-35932

13928605005
BURNS JAMES E & ABERY
1217 W MADISON AVE
LAS VEGAS NV 89106-2823

Submitted after final agenda

Date 11/4/09 Item 25P

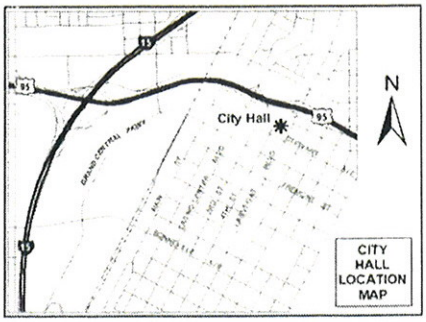
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
NOV 02 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



once The Church is in - The complaints, from The Church, Start. Ther demands, The Northside Needs development, not Controversy.

If you wish to 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-35932 & SDR-35931
Planning Commission Meeting of 11/05/2009

Case: SUP-35932

13928613019
SALISBURY CLAYTON H JR
4909 ORCHARD ST
MONTCLAIR CA 91763-3229

C. H. Salisbury

HAVDS11 91763

Submitted after final agenda

Date 11/02/09 Item 25P

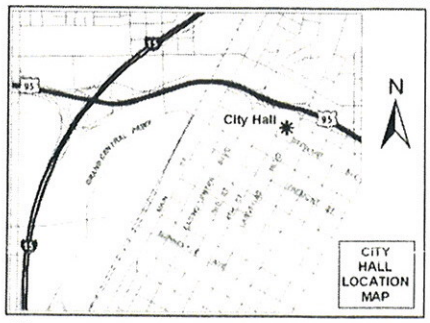
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
NOV 02 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



I Think their is Enough Churches in This Area,

Gertrude Coleman

If you wish to 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-35932 & SDR-35931

Planning Commission Meeting of 11/05/2009

Case: SUP-35932
13928610010
BUTLER-COLEMAN GERTRUDE
328 PRINCESS AVE
NO LAS VEGAS NV 89030-3809

HAVDS11 89030

Submitted after final agenda

Date 11/02/09 Item 25P

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-35931 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-35932 - PUBLIC HEARING - APPLICANT/OWNER: FOUSTON JORDAN - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 2,871 SQUARE-FOOT RESIDENCE TO A CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW BUFFER WIDTHS OF FIVE FEET, TWO FEET, AND SEVEN FEET ALONG THE EAST, WEST, AND NORTH PERIMETERS, RESPECTIVELY; WHERE EIGHT FEET IS REQUIRED AND SIX FEET ALONG THE FRONT PERIMETER WHERE 15 FEET IS REQUIRED on 0.60 acres at 1230 West Adams Avenue (APN 139-28-607-009), R-1 (Single Family Residential) Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) and staff recommend DENIAL

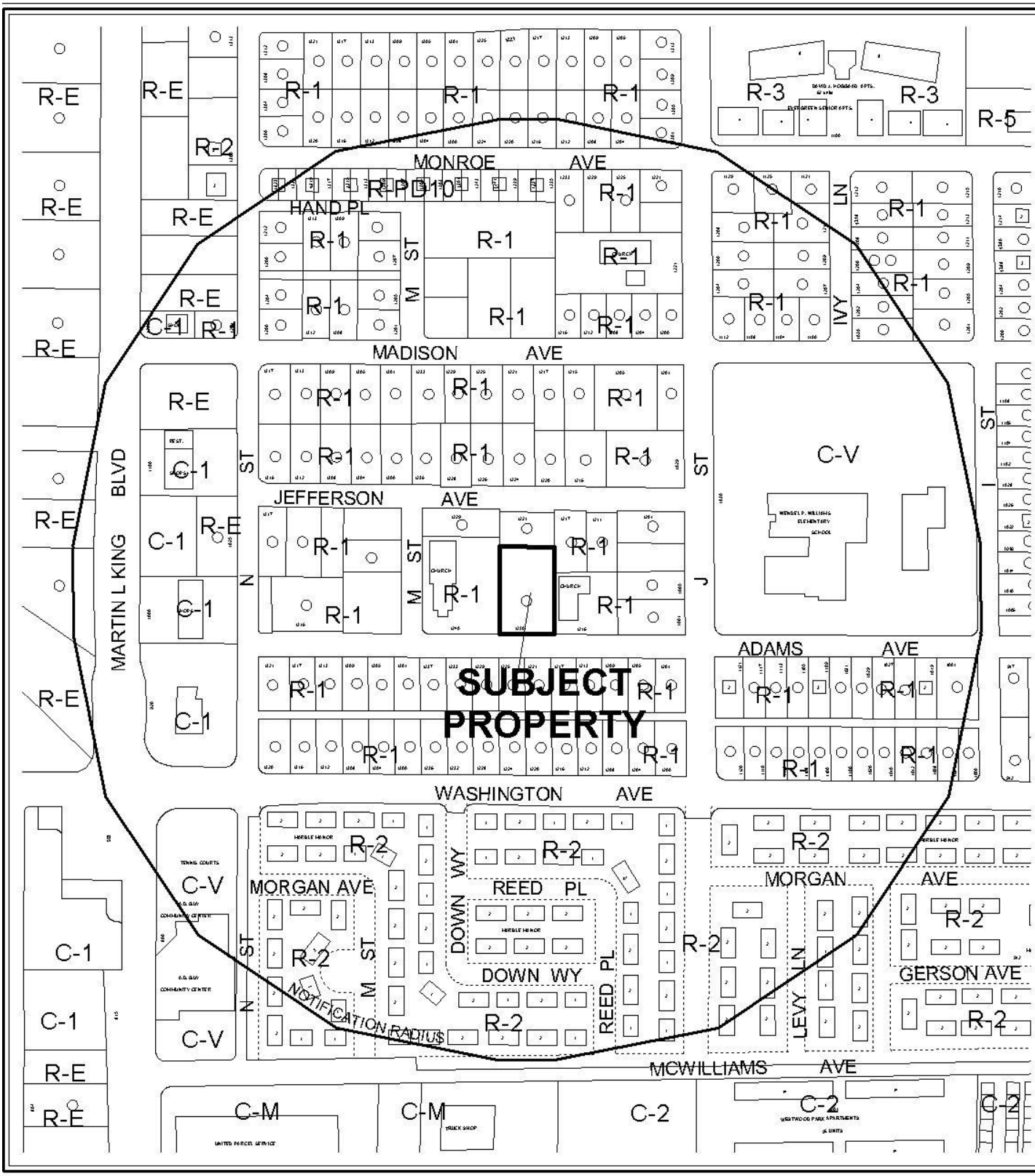
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (4-3 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

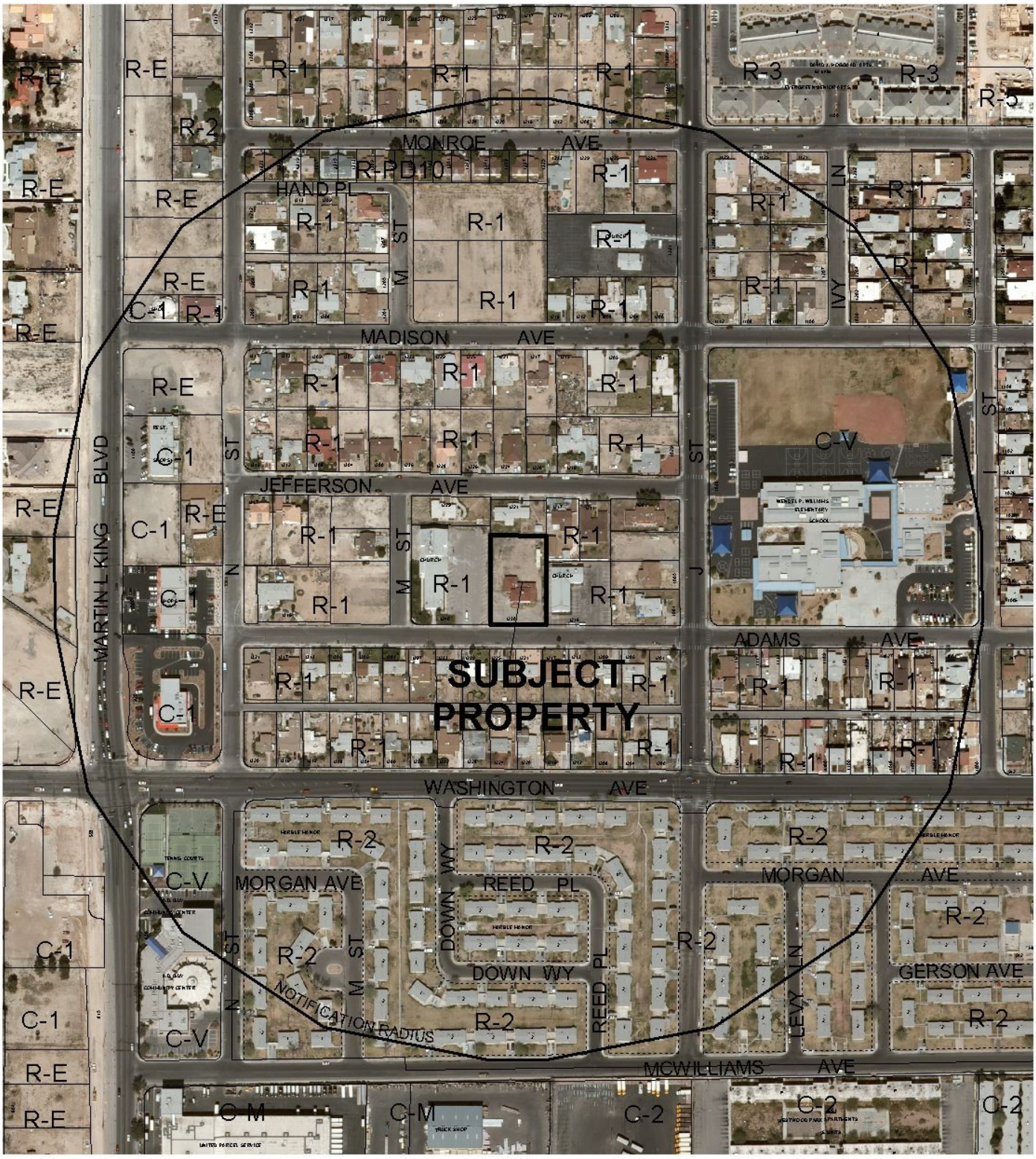
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 26



CASE: **SDR-35931**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)



0 300 600 Feet

CASE: **SDR-35931**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN

** CONDITIONS **

The Planning Commission (4-3/ke, se, gf vote) and staff recommend DENIAL, subject to conditions.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-35932) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All required building permits must be obtained, fees paid, and a final inspection approved prior to occupancy of the building for a church/house of worship use.

4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 09/18/09, and the floor plan, date stamped 09/09/09, except as amended by conditions herein.

5. Waivers from 19.12.040 are hereby approved to allow buffers of five, two, and seven feet along the east, west and north perimeters, respectively, where eight feet is required and a buffer of six feet along the south perimeter where 15 feet is required.

6. Exceptions from 19.12.040 are hereby approved to allow one tree within the west landscape buffer where seven trees are required, three trees within the north landscape buffer where five trees are required, six trees within the east landscape buffer where seven are required, and zero parking lot trees where six trees are required.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. The existing driveway for ingress and the proposed driveway for egress for this site are acceptable as "pan" style driveways.

15. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

16. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. This site will be subject to the traffic signal impact fee as required by Ordinance No. 5644 at the time building permits are issued.

18. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of an existing 2,871 square-foot single-family residence that the applicant is requesting to convert to a church/house of worship at 1230 West Adams Avenue. The applicant is requesting Waivers and Exceptions of the Title 19.12.040 Perimeter Landscape Buffer Standards. The immediate area is oversaturated with church/house of worship uses, as there are two existing churches on each side of the subject property. Furthermore, the extensive requests for Waivers and Exceptions indicate that the site, in its current configuration, is not physically suitable for the increased intensity of the proposed use and will not be compatible with the adjacent residential property to the north; therefore, staff is recommending denial of this request. If this application is denied, the subject site shall remain a single-family residence.

ISSUES

- Approval of a related Special Use Permit (SUP-35932) is required to allow a Church/House of Worship as a use on the subject site.
- The applicant is requesting Waivers to allow landscape buffers of five, two, and seven feet along the east, west, and north perimeters, respectively, where eight feet is required.
- The applicant is requesting a Waiver to allow a landscape buffer of six feet along the south perimeter where 15 feet is required.
- The applicant is requesting Exceptions of the landscape buffer standards to allow one tree within the west landscape buffer where seven trees are required, three trees within the north landscape buffer where five trees are required, and six trees within the east landscape buffer where seven trees are required.
- The applicant is requesting an Exception of the parking lot landscaping standards to allow zero trees where six trees are required.
- A condition has been added to require that all necessary permits to convert the residence to a church/house of worship be obtained, fees paid, and a final inspection approved prior to occupancy of the building for a church/house of worship use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
05/03/06	The City Council denied a Site Development Plan Review (SDR-11103) to convert a single family residence to a church/house of worship. Planning Commission and staff recommended denial.
05/03/06	The City Council denied a Special Use Permit (SUP-11104) for a proposed church/house of worship. Planning Commission and staff recommended denial.

Related Building Permits/Business Licenses	
06/02/05	A building permit was issued (#5004177) for residential improvements and additions. The changes that were made actually consisted of a worship area, pews, pulpit, and offices for a church. This contradiction was found on 08/05/05 when the site was inspected for construction, and setbacks. The permit was voided by the Building & Safety Department on 12/01/05.
06/17/09	A building permit (#141704) was issued for a six foot CLV design block wall at 1230 W. Adams Avenue. The wall received a final inspection approval on 07/06/09.
08/28/09	A building permit (#146533) was issued for an electrical underground conduit at 1230 W. Adams Avenue. The permit has not received a final inspection.
11/05/09	The Planning Commission recommended approval of companion item SUP-35932 concurrently with this application. The Planning Commission voted 4-3/ke, se, gf to recommend DENIAL (PC Agenda Item #26/gk).
Pre-Application Meeting	
08/26/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review and a Special Use Permit. • Waivers and exceptions for landscaping were discussed. • On-site parking requirements were discussed. • The continuance of curb-side trash pick-up was discussed.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Field Check	
09/17/09	A field check was completed on the indicated date. The following items were observed by the Planning and Development staff. • Staff observed an existing and well maintained single family residence.

Details of Application Request	
Site Area	
Net Acres	0.62

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Church	L (Low Density Residential)	R-1 (Single Family Residential)
West	Church	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
West Las Vegas Plan	X		Y
A-O (Airport Overlay) District – 140 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following development standards shall apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	26,822 SF	Y
Min. Lot Width	65 Feet	128 Feet	Y
Min. Setbacks			
• Front	20 Feet	43 Feet	Y
• Side	5 Feet	23 Feet	Y
• Rear	15 Feet	101 Feet	Y
Max. Lot Coverage	50%	11%	Y
Max. Building Height	2 Stories / 35 Feet	18 Feet	Y
Trash Enclosure	Screened, Gated with a Roof or Trellis	No Trash Enclosure Provided	N

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope setback	55 Feet	101 Feet	Y
Adjacent development matching setback	15 Feet	101 Feet	Y
Trash Area	50 Feet	116 Feet	Y

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree / 6 Spaces	6 Trees	Zero Trees	N
Buffer: Min. Trees				
• North	1 Tree / 20 Linear Feet	7 Trees	3 Trees	N
• South	1 Tree / 30 Linear Feet	3 Trees	5 Trees	Y
• East	1 Tree / 30 Linear Feet	7 Trees	6 Trees	N
• West	1 Tree / 30 Linear Feet	7 Trees	1 Tree	N
TOTAL		30	15	N

Min. Zone Width			
• North	8 Feet	7 Feet	N
• South	15 Feet	6 Feet	N
• East	8 Feet	5 Feet	N
• West	8 Feet	2 Feet	N
Wall Height	6-8 Feet	6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	1,110 SF	1:100	12	1	30	1	
Total			12		31		Y

Waivers		
Request	**Requirement**	**Staff Recommendation**
A 6-foot landscape buffer along the south perimeter.	15 Feet	Denial
A five-foot landscape buffer along the east perimeter.	8 Feet	Denial
A two-foot landscape buffer along the west perimeter.	8 Feet	Denial
A seven-foot landscape buffer along the north perimeter, adjacent to interior lot lines.	8 Feet	Denial

Exceptions		
Request	**Requirement**	**Staff Recommendation**
One tree within the west landscape buffer.	7 Trees	Denial
Three trees within the north landscape buffer.	7 Trees	Denial
Six trees within the east landscape buffer.	7 Trees	Denial
Zero trees within the parking lot landscaping	6 Trees	Denial

ANALYSIS

The applicant originally applied for a building permit for residential improvements and additions. The permit was issued for these improvements on 06/02/05. A Planning & Development inspection conducted on 08/05/05 revealed that changes made actually consisted of a worship area, pews, pulpit, and offices for a church. As a result, the permit was voided by the Building & Safety Department on 12/01/05. A previous Site Development Plan Review (SDR-11103) and Special Use Permit (SUP-11104) were denied by City Council on 05/03/06 for the conversion of a 2,871 square foot residence to a church/house of worship. These previous cases were denied based on oversaturation of church/house of worship uses in the immediate area.

The site complies with all Title 19 requirements with the exception of the landscaping. Per Title 19.12, a perimeter landscape buffer of 15 feet must be provided adjacent to all street right-of-way and buffers of eight feet shall be provided on interior property lines. The site plan depicts a six-foot landscape buffer along the street right-of-way, which is a nine-foot deviation from standard, a five foot landscape buffer along the east property line, which is a three-foot deviation from standard, a two foot landscape buffer along the west property line, which is a six-foot deviation from standard, and a seven foot landscape buffer along the north property line, which is a one foot deviation from standard.

The applicant is also requesting, as part of the review, Exceptions to allow one, three, and six trees within the west, north, and east landscape buffers, respectively, where seven trees are required, and zero parking lot landscape trees where six are required. The landscape plan indicates the use of plant material that are appropriate in size and type for the surrounding area, including 24-inch box Glossy Privet and 48-inch box Fan Palm trees and 15-gallon Oleander.

The overall site is accessed from Adams Avenue, which is designated as a 60-foot Right-of-Way. The site provides adequate access and circulation for pedestrians and vehicles. The applicant is not proposing to construct a trash enclosure; instead the applicant a letter from Republic Services has been provided to confirm that curb side pick-up twice a week will continue for the proposed site. Elevations for the proposed Church show a single story structure with a maximum height of 18 feet. The building consists of white stucco, asphalt shingles, and mahogany colored fascia and trim. This building has varying rooflines and window heights to break up the silhouette of the structure. There are no changes proposed to the exterior of this existing structure.

The immediate area is oversaturated with church/house of worship uses, as there are already two existing churches in the area, one on either side of the subject property. This oversaturation will negatively impact the area by generating a large influx of traffic and noise during worship hours. Staff cannot support the Waiver and Exception requests as the deficient landscaping denotes that the site is being overbuilt. Furthermore, the elimination of the buffer areas, combined with the elimination of planting materials, is not consistent with Objective 2.2 of the General Plan, which is "to ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use, or non-residential land uses by mitigating adverse impacts where feasible." The buffer areas are designed to provide mitigation for adverse visual and rural impacts on the adjacent residential properties. Staff is recommending denial of these requests.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Church/House of Worship would be located between two properties that have already been converted from residences to Churches. Due to the two adjacent Church facilities this project would saturate this residential area with a specific use. During worship hours the area would be very congested and would negatively impact the residential neighborhood.

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 use as a Church would create a concentration of non residential uses in this Low Density Residential area and therefore is not in compliance with the General Plan. The proposed church does not comply with Title 19 standards as is evidenced by the requested Waivers and Exceptions.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided from Adams Avenue, designated as a 60-foot Right-of-Way. The site and adjacent facilities will generate a large amount of traffic during worship hours and will have a negative impact on adjacent roadways and the neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for the area and the City of Las Vegas.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations and design characteristics are not unsightly or obnoxious in appearance and are harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 179 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-35931** APN: 139-28-607-009

Name of Property Owner: FOUSTON JORDON

Name of Applicant: FOUSTON JORDON

Name of Representative: JOEY DEBLANCO

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: JOEY DEBLANCO FOR FOUSTON JORDON

Subscribed and sworn before me

This 9TH day of SEPTEMBER, 2009

_____

Notary Public in and for said County and State

GERMAN MENDOZA
Notary Public, State of Nevada
Appointment No. 06-105227-1
My Appt. Expires Apr. 28, 2010

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



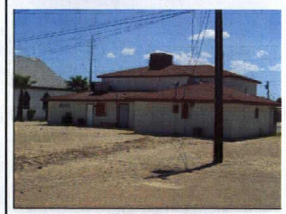
FRONT
8/11/09



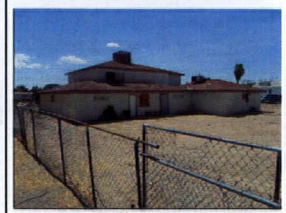
WEST
8/11/09



EAST
8/11/09



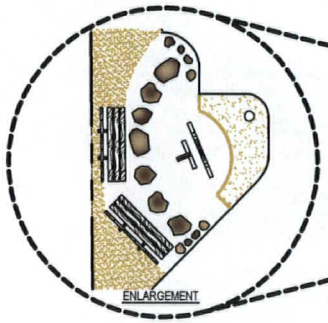
REAR #1
8/11/09

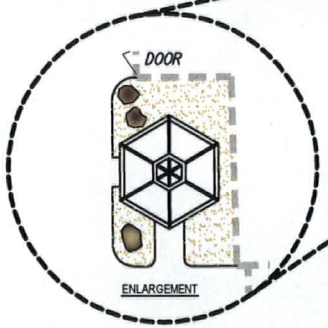


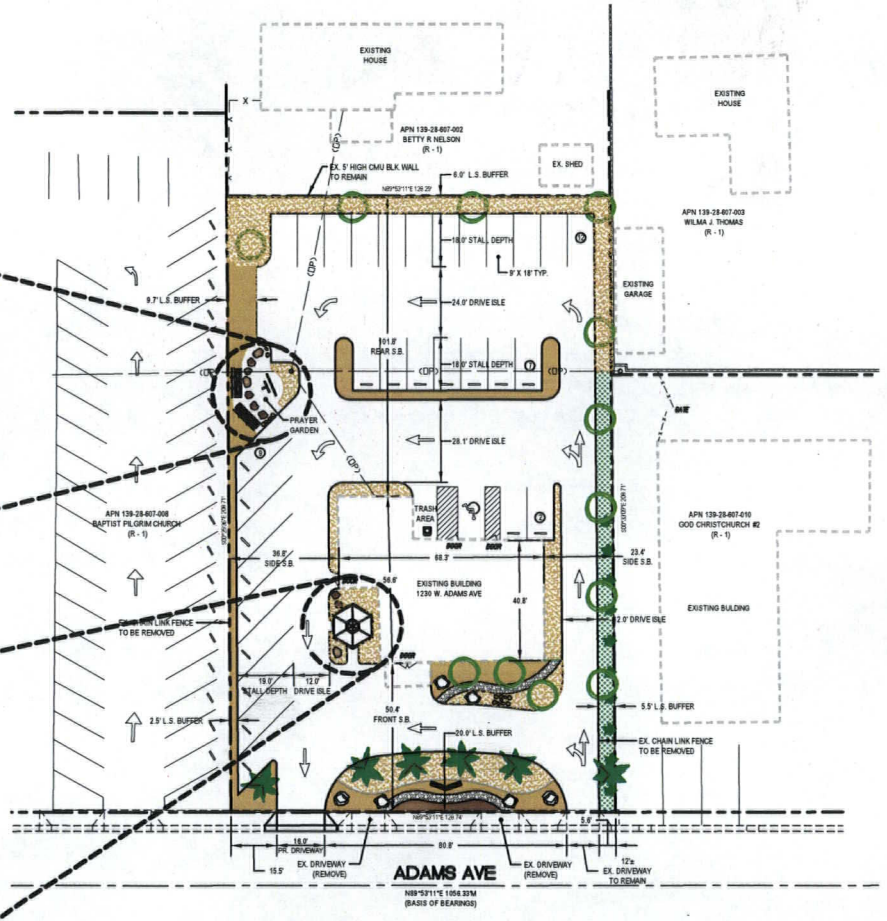
REAR #2
8/11/09

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



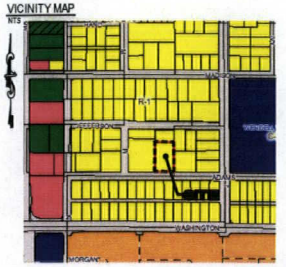




VERSION NO. 2
SDR-35931 9-18-09
REVISED
10/22/09 PC

SEP 18 2009

VICINITY MAP



PROJECT INFORMATION

JURISDICTION:	CITY OF LAS VEGAS
A.P.N.	139-28-607-009
LOT SIZE:	26822 S.F. OR 0.62 AC
EX. BUILDING HEIGHT:	18.17
EX. BUILDING SIZE:	2871 S.F.
SANCTUARY	1110 S.F.
OTHER	1716 S.F.
EX. ZONING:	R - 1
PR. ZONING:	R - 1
EX. USE:	RESIDENTIAL
PR. USE:	PLACE OF WORSHIP
OWNER:	FOUSTON JORDAN

LANDSCAPING

PR. GLOSSY PRIVET	24" BOX: WAIVER REQUESTED
EX. FAN PALM	48" BOX, RELOCATE AS SHOWN
EX. OLEANDER	15 GAL. TO REMAIN
PR. BOULDER	250 - 500 LBS.
PR. CONCRETE STEP STONE	STAINED
PR. DECOMPOSE GRANITE	DARK BROWN
PR. DECOMPOSE GRANITE	LIGHT BROWN
PR. SOLID SURFACING	GOLDEN BROWN
PR. 6" RIVER ROCK	GREY
EX. TURF	TO REMAIN

PARKING ANALYSIS

PARKING REQ:	1 / 100 S.F.	12 SPACES
PARKING PROV:	1 / 36 S.F	30 SPACES
	INCLUDING:	1 H.C. SPACE

LANDSCAPE BUFFER ANALYSIS

LANDSCAPE REQ.

REAR LANDSCAPE BUFFER REQ:	6' X 128' = 768 S.F
E.SIDE LANDSCAPE BUFFER REQ:	8' X 208' = 1664 S.F
W SIDE LANDSCAPE BUFFER REQ:	8' X 208' = 1664 S.F
FRONT LANDSCAPE BUFFER REQ:	15' X 100' = 1500 S.F
TOTAL:	5596 S.F.
LANDSCAPE PROV: (12% REDUCTION)	4910 S.F.

LEGEND

PR. MONUMENT SIGN
PR. PREFAB. GAZEBO
PR. PARK BENCH
PR. RESIDENTAIL DRIVEWAY

EXISTING SETBACKS

FRONT:	50.4'
REAR:	101.8'
WEST SIDE:	36.8'
EAST SIDE:	23.4'
TRASH AREA	116.1'

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEING A PORTION AT THE NORTHWEST QUARTER (NORTHWEST 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SOUTHWEST 1/4) OF THE NORTHEAST QUARTER (NORTHEAST 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28; THENCE NORTH, 0 29' 28" WEST, A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 89 53' 11" EAST, A DISTANCE OF 103.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 29' 28" WEST, A DISTANCE OF 208.71 FEET TO A POINT; THENCE NORTH 89 53' 11" EAST TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE, SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28, SAID POINT BEING NORTHERLY A DISTANCE OF 233.71 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE AFOREMENTIONED EAST LINE, A DISTANCE OF 208.71 FEET TO A POINT; THENCE SOUTH 89 53' 11" WEST TO THE **TRUE POINT OF BEGINNING.**

THIS IS A CONCEPTUAL SITE PLAN AND IS INTENDED TO DEPICT THE OWNER'S DESIRED DEVELOPMENT. THE FINAL PLANS MAY DEVIATE FROM WHAT IS DEPICTED HERE.

REV	DATE	BY	REVISION

OWNER / DEVELOPER: FOUSTON JORDAN
4046 BOLA DR., NO LAS VEGAS, NV 89032-2862

ENGINEERING FIRM: LAS VEGAS CIVIL ENGINEERING
3281 N. RAMPART BLVD. No. 416, LAS VEGAS, NEVADA 89128 (702) 255-5744

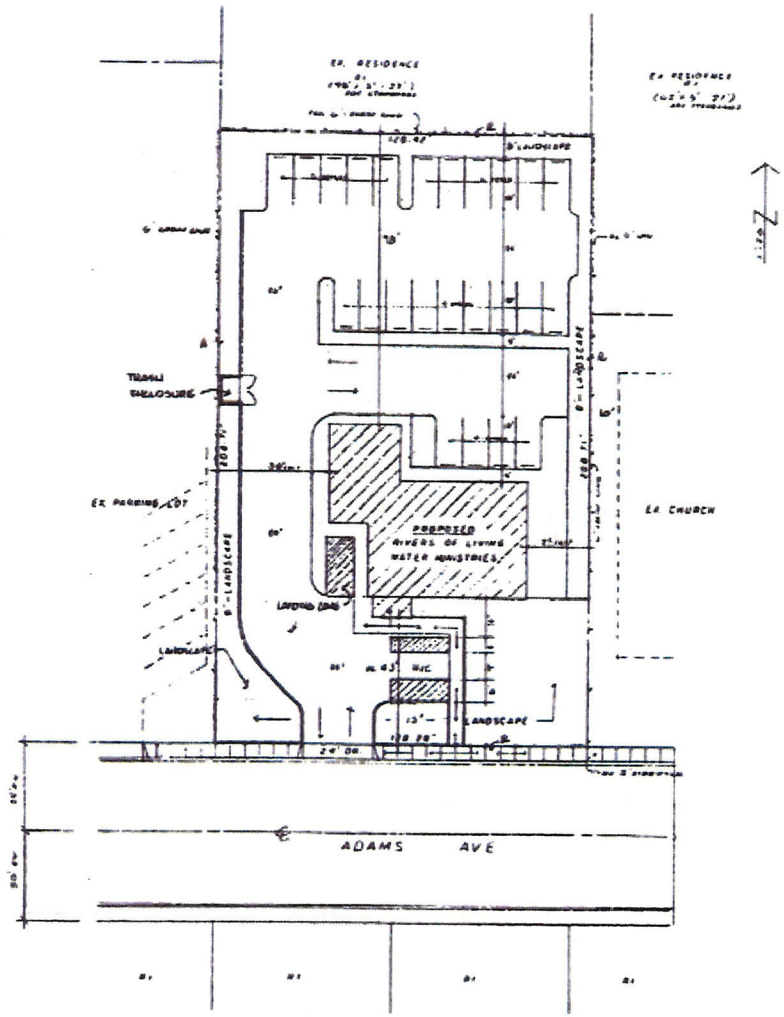
SHEET TITLE: CONCEPTUAL SITE PLAN
PROJECT NAME: RIVER OF LIVING WATER MINISTRY
PROJECT ADDRESS: 1230 ADAMS AVENUE
MUNICIPALITY: CITY OF LAS VEGAS

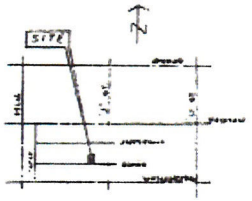
DRAWN BY: STAFF
DESIGNED BY: STAFF
CHECKED BY: STAFF
LVCE PROJ. NO.: LVCE

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: N/A



SHEET: SP
1 OF 1
QLY NO.





VICININTY MAP

APN. 139.28 507.007
ZONED R1
LOT SIZE 26857 sf
0.62 ac
BUILDING SIZE (10% LOT COVER)
SANCTUARY 1110 SF
OTHER 061 SF TL 2871 sf
PARKING
SANCTUARY - 1110 SF x 100 SF PER SPACE - (12) SPACES
FIXED SEATING - (71) x 4 SEATS PER SPACE - 25 SPACES
REQUIRED - 25 SPACES @ 1 SPC SPACE
PROVIDED - 25 SPACES TL

SITE PLAN 1"=20'

RIVERS OF LIVING WATER MINISTRIES
1230 ADAMS AVE
LV

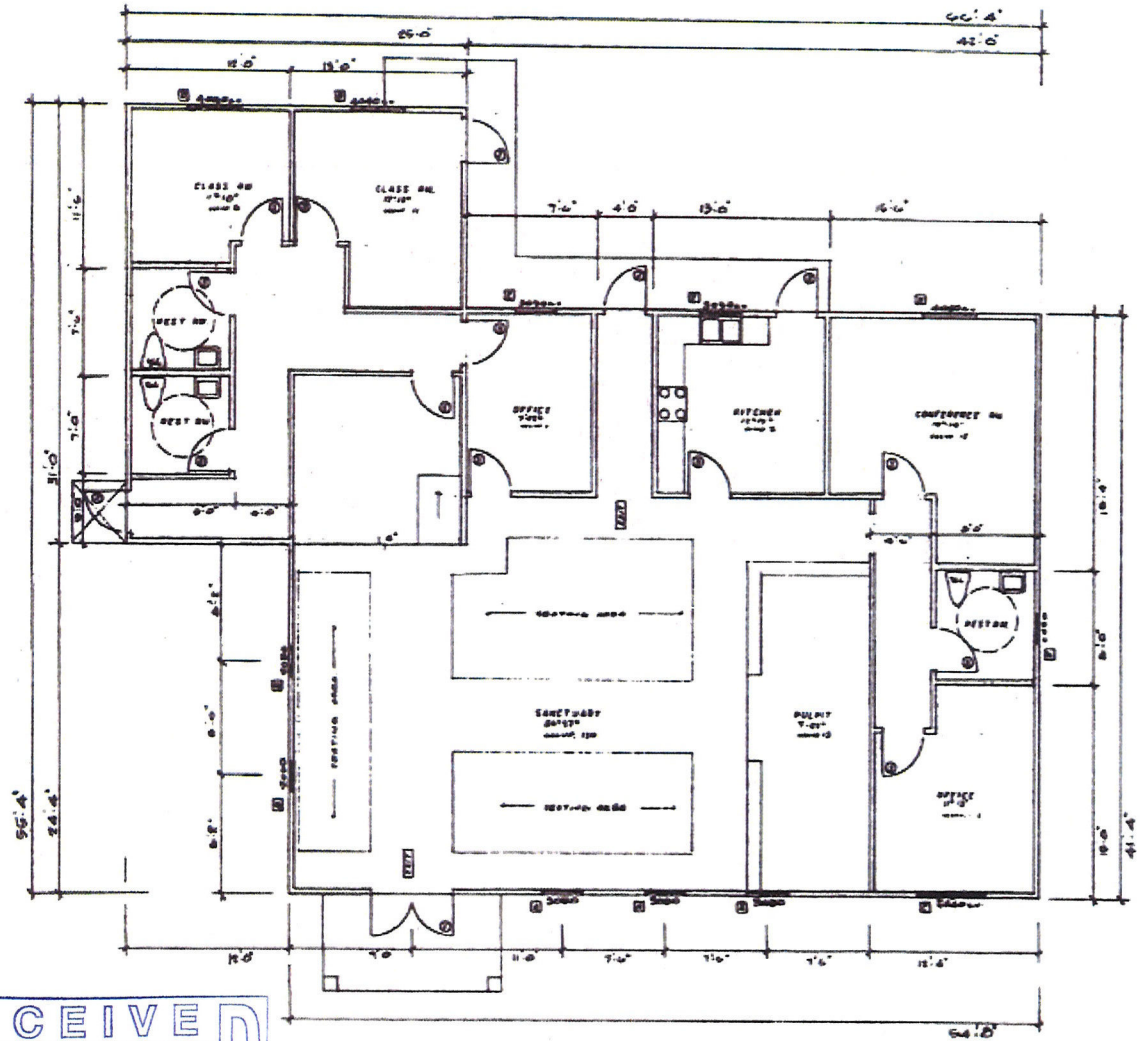
SITE PLAN

REVISIONS

S1

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SDR-35931
10/22/09 PC

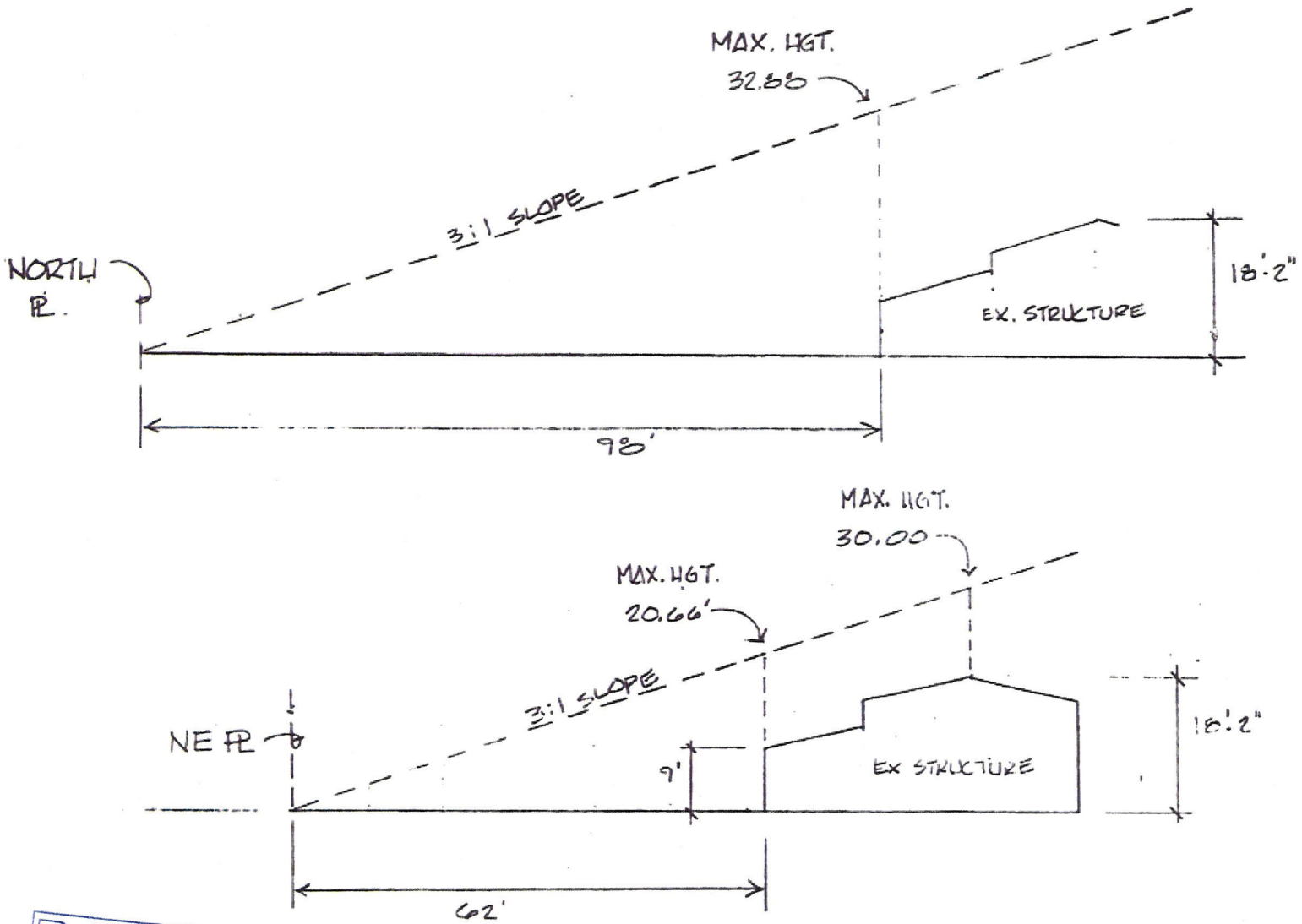


FLOOR PLAN

RIVERS OF LIVING WATER MINISTRIES
1230 ADAMS AVE.
N. LAS VEGAS, NEV. 89106

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SDR-35931
10/22/09 PC



RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

RESIDENTIAL PROXIMITY SLOPE

SDR-35931
10/22/09 PC

SDR 35931				
Fouston Jordan				
1230 W. Adams Ave.				
Proposed 2.9 thousand square foot conversion.				
Traffic produced by proposed development:				
Previous Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	2.9	9.57	28
AM Peak Hour			0.75	2
PM Peak Hour			1.01	3
(heaviest 60 minutes)				
Proposed Used	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	2.9	9.11	26
AM Peak Hour			0.72	2
PM Peak Hour			0.66	2
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Washington Ave.				
Average Daily Traffic (ADT)	21,139			
PM Peak Hour	1691			
(heaviest 60 minutes)				
Martin L. King Blvd.				
Average Daily Traffic (ADT)	44,080			
PM Peak Hour	3,526			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets				
	Adjacent street ADT			
	Capacity			
Washington Ave.	32775			
Martin L. King Blvd.	51800			
This project will potentially add 2 less trips per day, on Washington Ave. and Martin L. King Blvd., than the previous use. Washington is currently at about 65 percent of capacity and Martin L. King is at about 85 percent of capacity.				
Based on Peak Hour use, this development will add roughly 2 additional cars into the area; or about 1 every 30 minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SDR-35931 - APPLICANT/OWNER: FOUSTON JORDAN
1230 WEST ADAMS AVENUE
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Tuesday, September 08, 2009

VIA HAND DELIVER

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

LAS VEGAS CIVIL ENGINEERING NEVADA

Re: Justification Letter – River of Living Water Ministry
Place of Worship
SDR & Use Permit
APN 139-28-607-009

To Whom It May Concern:

Please be advised that this office represents River of Living Water Ministry (the "Applicant") in the above referenced matter.

The Applicant is proposing a site development review for a place of worship located at 1230 Adams Avenue (the "Site"). In conjunction with the SDR, the Applicant is proposing a use permit to allow a place of worship in a residential zone.

Previously, the Applicant filed similar applications, SDR 11103 & SUP 11104. Both applications were denied at the City Council Meeting held on May 3, 2006. It appears the denial was predicated on traffic, oversaturation of use and means of establishments.

Traffic
A traffic capacity document, prepared by the City Traffic Engineering Department, was discovered and is attached as Exhibit 1. This document determined that the proposed Site development would generate less than a one percent (< 1%) increase in traffic burden on the surrounding streets. Attached as Exhibit 2 is an email from the same department validating Exhibit 1's present accuracy for this application.

Oversaturation of Use
The West Las Vegas Bible Belt is one of the most recognizable and greatest oversaturations of use in Las Vegas. This particular community embraces religious and spiritual activities and has since its beginning. The ceremonious structure appeals to the constituents which are evidenced by the community's historic trend. For example, there are an additional twenty churches located within 2500 feet of the Site. Even more interesting is that the neighboring sites are both churches as well.

Without objection, the West Las Vegas Community has trended toward a beautiful oversaturation of religious use. And they have done so collectively, and with overwhelming support; just as this Applicant is doing now. Under the previous applications, over 100 people signed a petition for the proposed development; of which most were comprised of surrounding neighbors. Later, City of Las Vegas representatives re-canvassed the surrounding neighborhood and determined similar results.

SUP-35932
SDR-35931
10/22/09 PC

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Means of Establishments
Originally, the building renovations were performed under a residential permit application. This was an error and the Applicant assumes full responsible charge and desires to move forward with this application.

Landscape
The existing building location imposes development challenges that may warrant relief from Title 19 of the Las Vegas Municipal Code. Specifically, parking spaces were angled and landscape buffers were adjusted in order to maintain appropriate drive isle widths. Based on the conceptual design submitted the following landscape waivers are being requested:

1. Reduction of east landscape buffer width to 5.5'.
2. Reduction of west landscape buffer width to 2.5'.

In addition, the following exceptions are being requested:

1. Omit all 24" box trees along west landscape buffer and landscape parking islands.
2. Omit all shrubs for all landscape buffers and landscape islands.
3. Omit all onsite curbing.
4. Omit 3 – 24" trees along the rear landscape buffer

Trash Enclosure
The capacity of waste accumulation during a given week is less than 30 gallons and is residential in nature. We are requesting omission of a trash enclosure structure and include an acknowledgment email from Republic Services as Exhibit 3, the waste management charter for this property, supporting this request.

Perimeter Fencing
There is an existing 6' high block wall along the rear property line and 5' high chain link fences along the west and east property lines. The block wall will remain as it was constructed recently at the request of Councilman Barlow, while the chain link fences shall be removed.

Driveways
Currently, this property accesses Adams Avenue by three residential driveways. The Applicant proposes eliminating two driveways and constructing a new residential driveway near the westerly property line. This reduction will ease pedestrian travel along the sidewalk and allow simple traffic flow into and out of the site without compounded navigation due to the existing building's location.

We thank you in advance for your consideration.

Sincerely,

Joey DeBlanco

SUP-35932
SDR-35931
10/22/09 PC

RECEIVED
SEP – 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

EXHIBIT 1

PAGE 1

SDR 11103				
Fouston Jordan				
1230 W Adams				
Proposed 2.871 thousand square foot conversion of a residence into a church.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	2.871	9.11	**26**
AM Peak Hour			0.72	**2**
PM Peak Hour			0.66	**2**
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.57	**10**
AM Peak Hour			0.75	**1**
PM Peak Hour			1.01	**1**
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	2.871		**16**
AM Peak Hour				**1**
PM Peak Hour				**1**
(heaviest 60 minutes)				
Existing traffic on all nearby streets: counts not available for Adams, Jefferson or M				
J Street				
Average Daily Traffic (ADT)	1,736			
PM Peak Hour	139			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT Capacity			
Adams Avenue	3000			
Jefferson Avenue	3000			
M Street	3000			
J Street	3000			

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35932
SDR-35931
10/22/09 PC

EXHIBIT 1

PAGE 2

This project will add approximately 16 trips per day on Adams, Jefferson, M and J. This			
will increase expected volumes by about 1 percent on J Street. J Street is at about 58			
percent of capacity. Counts are not available for Adams, Jefferson or M Street, but they			
are believed to be under capacity.			
Based on Peak Hour use, this development will add roughly 1 additional			
car into the area; which works out to one every hour.			
Note that this report assumes all traffic from this development uses all named streets.			

SUP-35932
SDR-35931
10/22/09 PC

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

EXHIBIT 2

From: Rick Schroder [rschroder@LasVegasNevada.GOV]
Sent: Wednesday, July 15, 2009 3:36 PM
To: Joey DeBlanco
Cc: Diane Phomninh; Jonathan Groppenbacher; Victor Bolanos
Subject: RE: New SUP Application

The information submitted by City staff for SDR 11103 (as attached in your original email) should still be essentially valid for subsequent applications that comply with that SDR. Please let me know if you need any further information.

From: Joey DeBlanco [mailto:joey@lvce.net]
Sent: Wednesday, July 15, 2009 3:04 PM
To: Rick Schroder
Subject: New SUP Application

Good Morning Gentlemen,

Attached is a document produced by your office. I would like to use it for a new application. Is the information shown on the attached document still accurate?

Joey DeBlanco
Las Vegas Civil Engineering
2251 N. Rampart Blvd., No. 418
Las Vegas, Nevada 89128
P:702-515-6741 F:702-515-6771
E: joey@lvce.net

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

EXHIBIT 3

From: Andrews, Holly [HAndrews@republicservices.com]
Sent: Monday, August 31, 2009 12:50 PM
To: 'Joey DeBlanco'
Subject: RE: 1230 Adams Avenue
Mr. DeBlanco,

Republic Services Corp. will continue to pick up the waste at this address curbside; you are currently set for 1 Can 2x a week.

We require no trash enclosure.

Holly Andrews
Republic Services
Commercial Sales Rep.
770 E. Sahara Ave.
Las Vegas, NV
89104
C: 702-280-0006
F: 702-599-5581

From: Joey DeBlanco [mailto:joey@lvce.net]
Sent: Monday, August 31, 2009 12:21 PM
To: Andrews, Holly
Subject: 1230 Adams Avenue

Holly,
Please provide a letter stating you will still pick up trash with out an enclosure for 1230 Adams Avenue (River of Living Water Ministry). Thank you.

Joey DeBlanco
Las Vegas Civil Engineering
2251 N. Rampart Blvd., No. 418
Las Vegas, Nevada 89128
P:702-515-6741 F:702-515-6771
E: joey@lvce.net

RECEIVED
SEP - 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST-CLASS

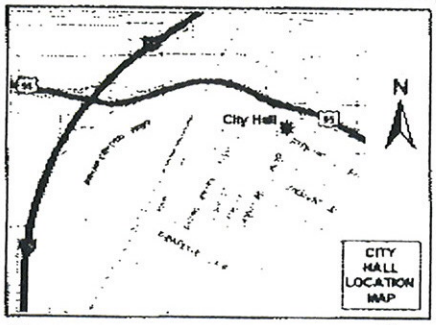
UNITED STATES POSTAGE

$ 00.41⁴

MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35932 & SDR-35931

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 04 2009

Case: SUP-35932

13928605005
BURNS JAMES E & ABERY
1217 W MADISON AVE
LAS VEGAS NV 89106-2823

Submitted after final agenda

Date 11/4/09 Item 25P

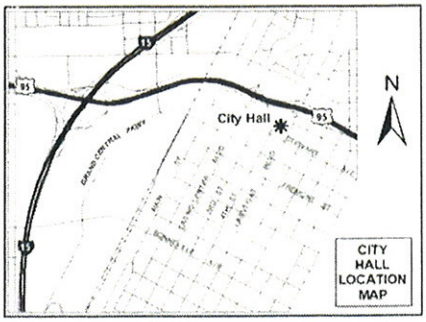
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
NOV 02 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



once The Church is in - The complaints, from The Church, Start. Ther demands, The Northside Needs development, not Controversy.

If you wish to 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-35932 & SDR-35931
Planning Commission Meeting of 11/05/2009

Case: SUP-35932

13928613019
SALISBURY CLAYTON H JR
4909 ORCHARD ST
MONTCLAIR CA 91763-3229

C. H. Salisbury

HAVDS11 91763

Submitted after final agenda

Date 11/02/09 Item 25P

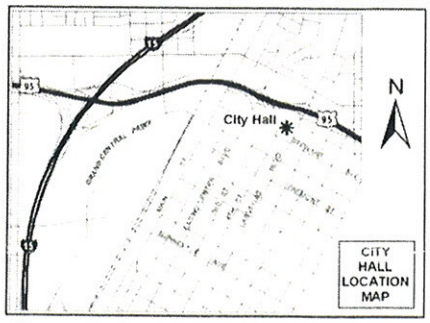
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
NOV 02 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



I Think their is Enough Churches in This Area,

Gertrude Coleman

If you wish to 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-35932 & SDR-35931

Planning Commission Meeting of 11/05/2009

Case: SUP-35932
13928610010
BUTLER-COLEMAN GERTRUDE
328 PRINCESS AVE
NO LAS VEGAS NV 89030-3809

HAVDS11 89030

Submitted after final agenda

Date 11/02/09 Item 25P

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

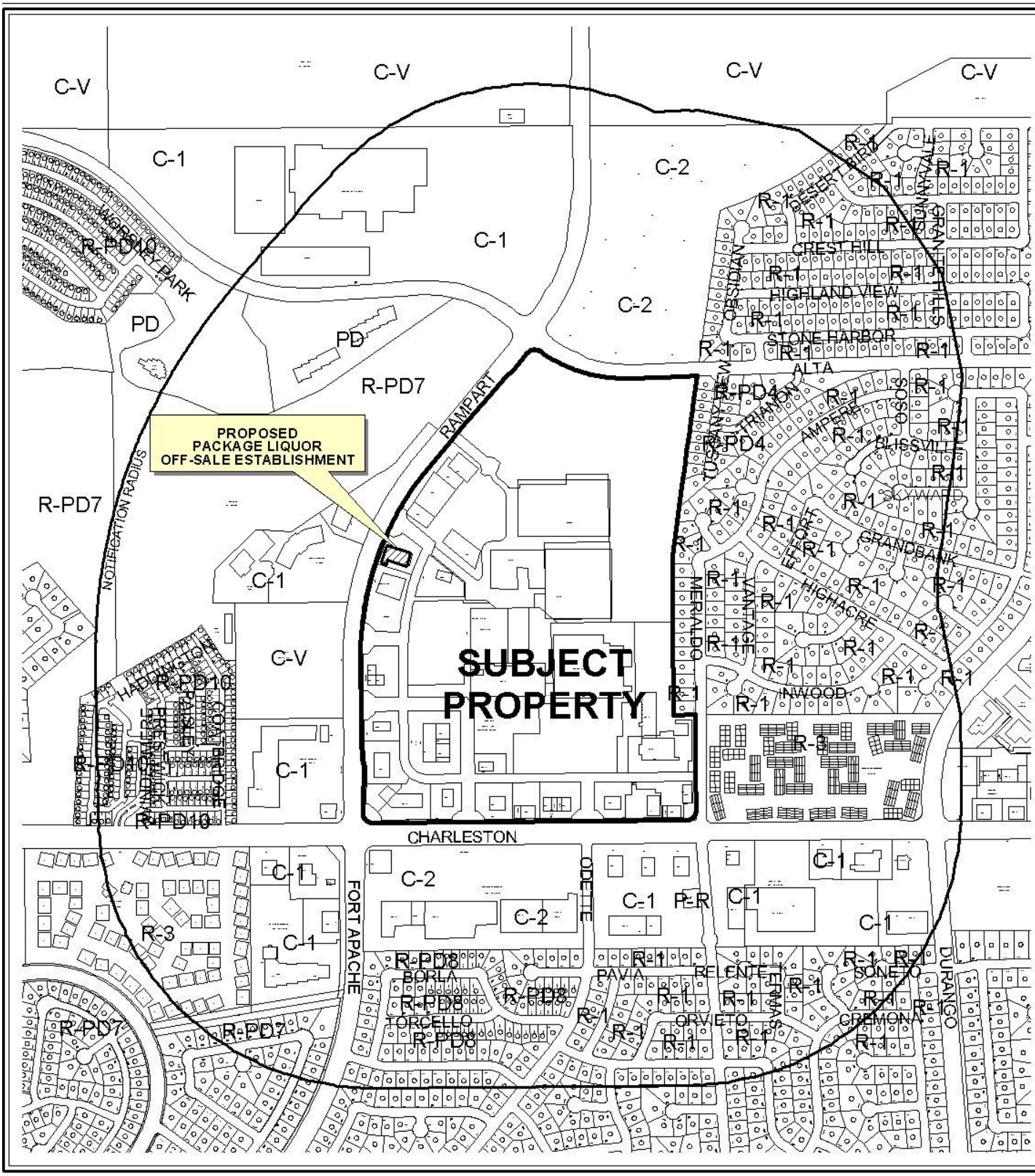
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35891 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LEE"S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 10,565 SQUARE-FOOT PACKAGE LIQUOR OFF-SALE ESTABLISHMENT at 780 South Rampart Boulevard (APN 138-32-312-002), PD (Planned Development) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**20**	**Planning Commission Mtg.**	**32**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 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 Memo filed by Hae Un Le (Lee's Discount Liquor)
7. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 23



0 500 1000 Feet

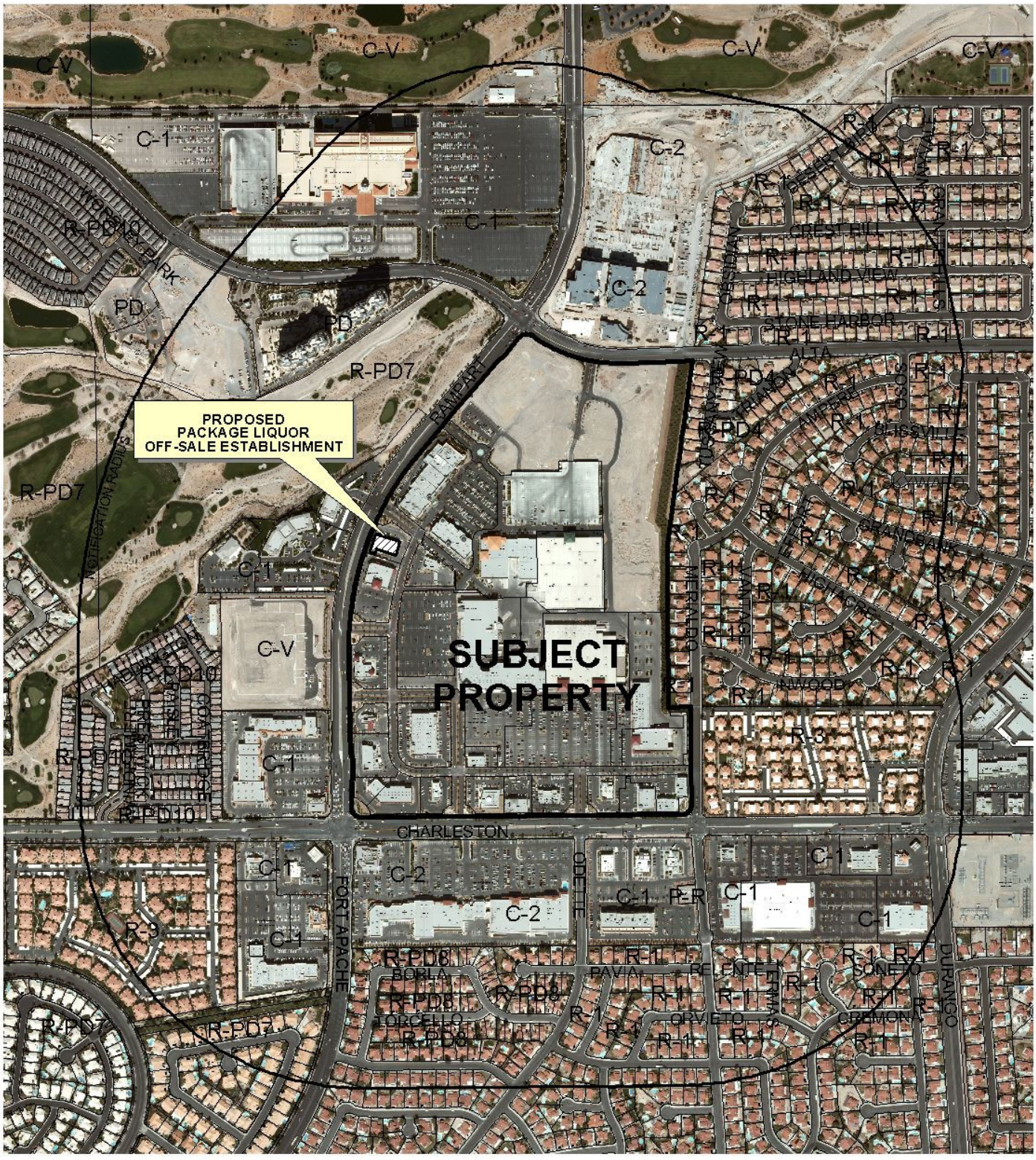
CASE: **SUP-35891**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) AND C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Feet

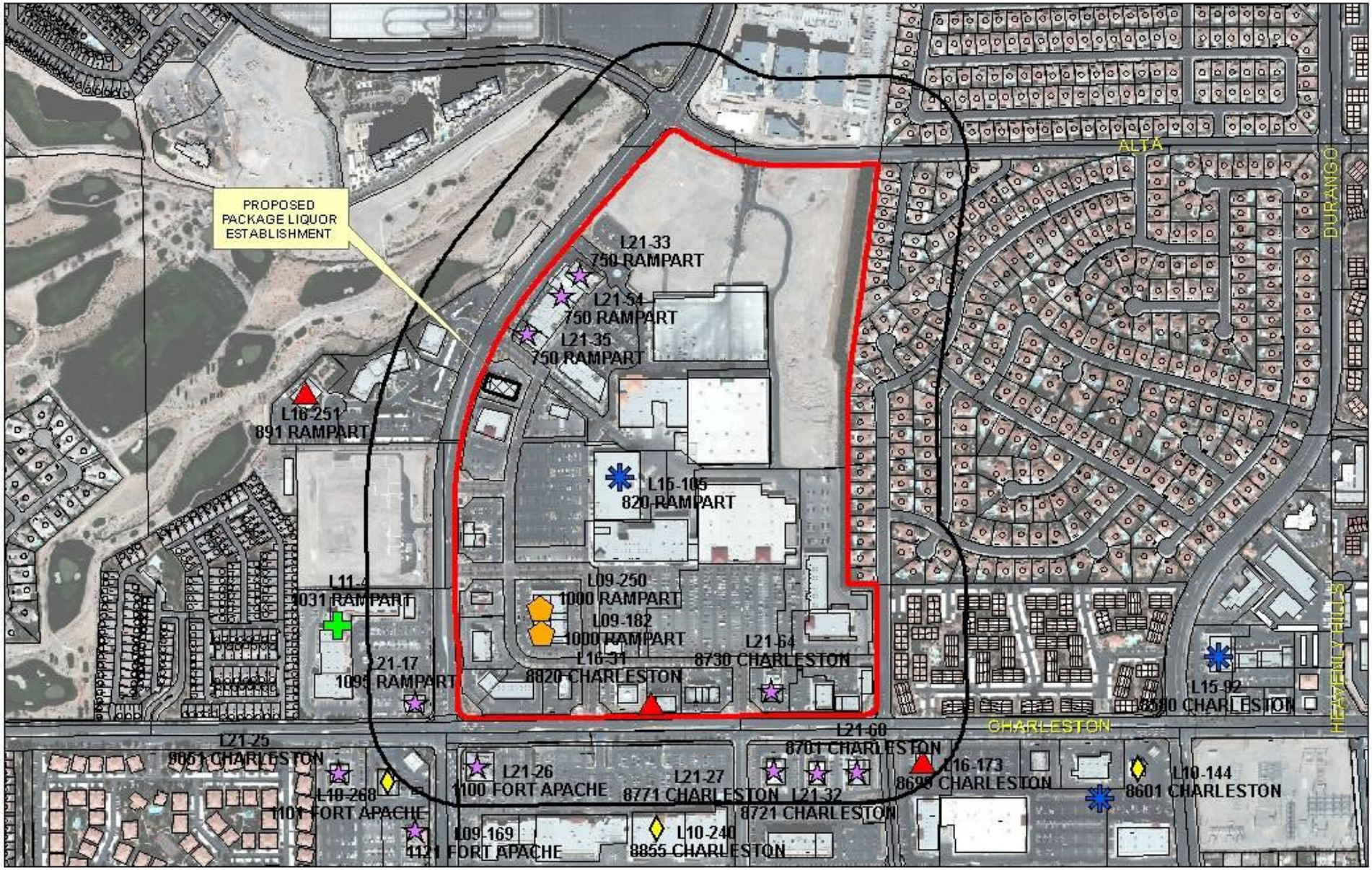
CASE: **SUP-35891**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) AND C-1 (LIMITED COMMERCIAL)

N



SUP-35891

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Package Liquor Off-Sale Establishment use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

* STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Package Liquor Off-Sale Establishment within an existing building at 780 South Rampart Boulevard. The applicant wishes to operate a liquor shop which will feature a variety of wines from a variety of regions. A majority of the floor space within the 10,565 square-foot shop will be dedicated to the display of wine in wooded wine racks, while the remainder of the store will feature sales of wine accessory merchandise, a large beer cooler area, and display shelves for specialty wines and liquor. Currently, the site consists of a vacant building within a large commercial center.

The addition of the proposed use will contribute to an oversaturation of the use within the Boca Park development; therefore, staff recommends denial. If denied, the proposed use cannot locate at the proposed address.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
04/27/98	The City Council approved a request for a Rezoning (Z-0012-98) on property located on the southeast corner of Rampart Boulevard and Alta Drive, from: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial) to: PD (Planned Development). The Planning Commission recommended approval and Staff recommended denial.
02/22/99	The City Council approved a request for a Special Use Permit (U-0170-98) on property located on the east side of Rampart Boulevard, approximately 1,120 feet north of Charleston Boulevard for packaged liquor sales in conjunction with a proposed 15,980 square foot drug store. The Planning Commission recommended approval and Staff recommended denial.
04/18/01	The City Council approved a request for a Master Sign Plan Review [Z-0012-98(3)] for property located at the southeast corner of the intersection of Alta Drive and Rampart Boulevard (Boca Park, Phase III). The Planning Commission recommended approval.
04/13/06	A deed was recorded for change of ownership.
11/05/09	The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #23/ao).
Related Building Permits/Business Licenses	
02/07/01	A building permit (#1001981) was issued for a new furniture store at 780 South Rampart Boulevard. The permit completed on 06/08/01.
02/07/01	A building permit (#1001980) was issued for on sites at 780 South Rampart Boulevard. The permit expired on 08/11/01.

02/20/01	A building permit (#1002643) was issued for a new furniture store at 780 South Rampart Boulevard. The permit completed on 06/08/01.
02/13/01	A building permit (#1002300) was issued for a new building at 780 South Rampart Boulevard. The permit was completed on 06/05/01.
06/05/01	A business license (F86-00010) was issued for a bank at 790 South Rampart Boulevard. The business license is still active.
06/20/01	A business license (F07-01693) was issued for a new furniture store at 780 South Rampart Boulevard. The business license was in active.
11/01/00	A business license (D11-00184) was issued for a drug store at 800 South Rampart Boulevard. The business license was marked out of business on 01/28/09.
11/01/00	A business license (L15-00107) was issued for package liquor at 800 South Rampart Boulevard. The business license was marked not listed on 01/28/09.
10/30/03	A building permit (#3023245) was issued for an addition to storage at 780 South Rampart Boulevard. The permit completed on 03/25/04.
Pre-Application Meeting	
08/21/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Package Liquor Off-Sale Establishment were discussed. Topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • The Boca Park Phase III Development Plan, which calls out the allowed uses in the Boca Park Phase III Planned Development, was also discussed.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application request.	

Field Check	
09/17/09	Staff conducted a site visit of the subject location and noted it to be vacant. It is part of a larger commercial shopping center.

Details of Application Request	
Site Area	
Gross Acres	.84

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	SC (Service Commercial)	PD (Planned Development)
North	Shopping Center	SC (Service Commercial)	PD (Planned Development)
South	Shopping Center	SC (Service Commercial)	PD (Planned Development)

East	Shopping Center	SC (Service Commercial)	PD (Planned Development)
West	Shopping Center	SC (Service Commercial)	PD (Planned Development)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	X		Y
Boca Park Phase III	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	641,664 SF	1 Space / 250 SF GFA	2,531	36	2,603	36	
TOTAL	641,664 SF		2,567		2,639		

Off-Sale Liquor Uses Within a 1,500-Foot Radius				
Location	**License Number**	**Still Active?**	**Current Use**	**Separation Distance**
730 S Rampart Boulevard Suite #16	License is Pending	Pending	Total Wines & More (Package Liquor Off-Sale)	700 Feet
820 S Rampart Boulevard	L15-00105	Yes (as of 08/14/00)	Vons (Package Liquor Off-Sale)	393 Feet
891 S Rampart Boulevard	L16-00251	Yes (as of 05/13/97)	Emerald at Queensridge (Liquor Establishment, Tavern)	705 Feet
8820 W Charleston Boulevard Suite #105	L16-00031	Yes (as of 01/01/51)	Three Angry Wives Pub (Liquor Establishment, Tavern)	1450 Feet

1031 S Rampart	L11-00004	Yes (as of 04/28/06)	Nora's Wine Bar & Osteria Dining (Beer/ Wine/ Cooler On and Off-Sale)	905 Feet

ANALYSIS

The Boca Park Phase III Development Plan calls out the allowed uses in the PD (Planned Development) zone of Boca Park. The allowed uses are listed as "Retail", and it has been deemed that a Package Liquor Off-Sale use falls within this "retail" use, as similar uses have been established within the subject site.

The applicant states that the proposed business will sell package liquor for off-site consumption. The plans indicate that there will be multiple racks and display areas for liquor and wine. In addition, the suite will feature a large beer cooler, as well as a wine cellar area for tasting events.

Staff finds that the proposed use meets the minimum Title 19.04.010 and the Boca Park Phase III Development Plan standards for this use; however, there is an oversaturation of off-sale liquor uses within a 1,500-foot radius, including two Package Liquor Off-Sale Establishments, two Liquor Establishment, Taverns and an On and Off Sale Beer/Wine/Cooler Establishment; therefore staff recommends denial of the request. If denied, the proposed use would not be permitted in the proposed location.

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 subject proposal will not be harmonious and compatible with existing surrounding land uses and with future uses as projected by the General Plan because of the oversaturation of the use within the notification area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is within a large shopping center, and is therefore physically suitable for the type and intensity of land use. However, approval of the request would contribute to oversaturation of the use in the immediate area.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is served by Rampart Boulevard, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways. This thoroughfare is capable of accommodating the traffic flow created by the site and the use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this request will not compromise the public health, safety or welfare of the general public.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The Package Liquor Off-Sale Establishment use meets all standard conditions that apply pursuant to Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 1350 by City Clerk

APPROVALS 35

PROTESTS 14

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35891** APN: 138-32-312-002

Name of Property Owner: Thomson Summerlin Holdings, LLC

Name of Applicant: Lee's Discount Liquor

Name of Representative: Mark Gowler

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: Jill R Thomson

Print Name: Jill R Thomson

Subscribed and sworn before me

This 1 day of September, 2009

Vanessa Roggio

Notary Public in and for said County and State

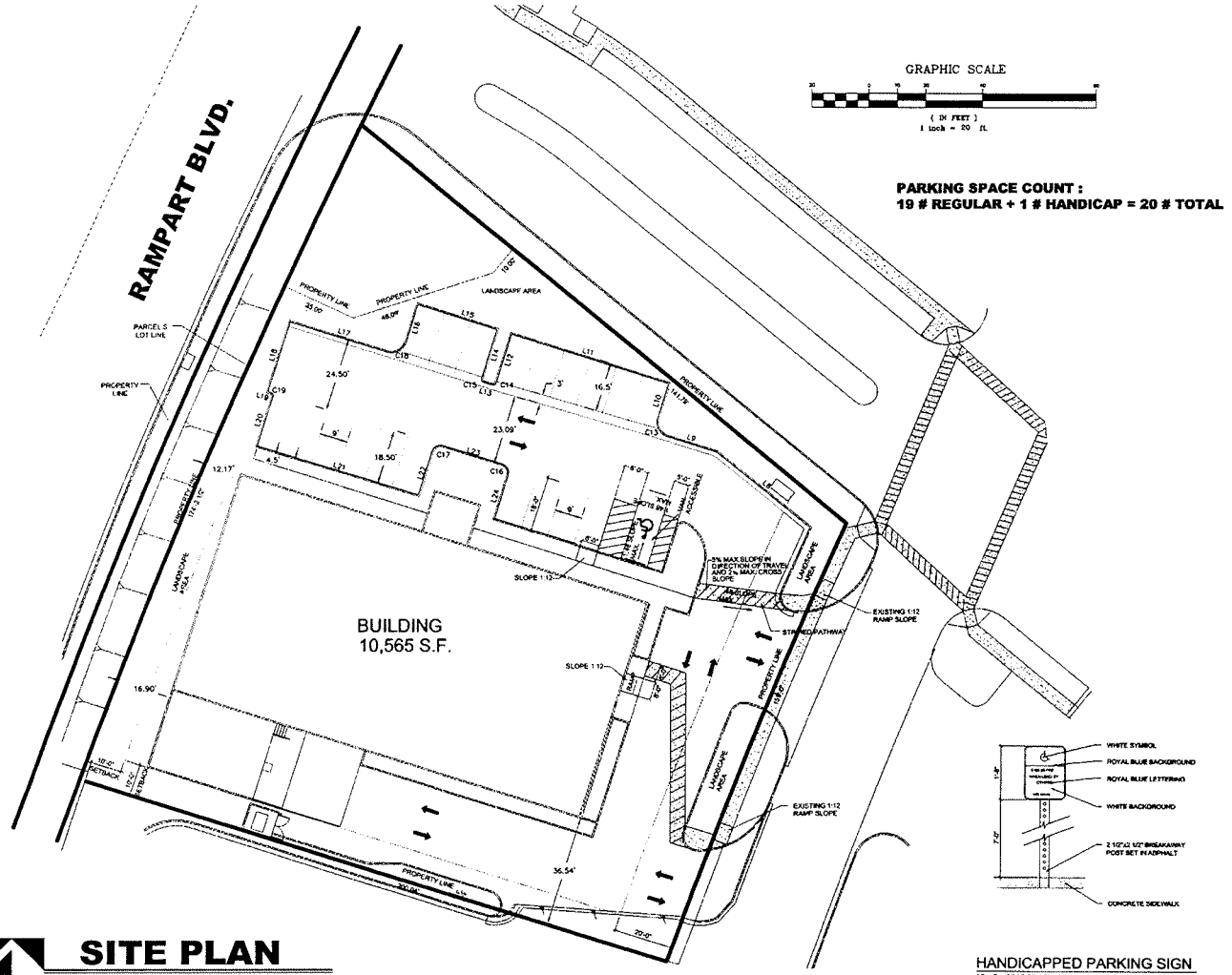
State of Nevada
County of Clark

VANESSA ROGGIO
Notary Public, State of Nevada
Appointment No. 07-5184-1
My Appt. Expires Oct 22, 2011

RECEIVED
SEP - 3 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LEE'S DISCOUNT LIQUOR

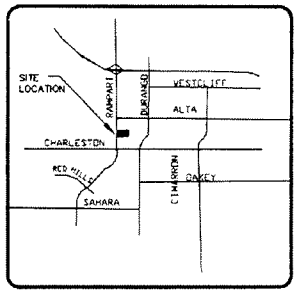
780 S. Rampart Blvd. Las Vegas, NV 89145



SITE PLAN

North

VICINITY MAP



SHEET INDEX

ARCHITECTURAL

A.01	SITE PLAN
A.02	FLOOR PLAN

SUP-35891

10/22/09 PC

M J C
GENERAL CONTRACTOR

M. J. Construction Co.
License # B0049337

2919 S. Decatur Blvd.
Las Vegas, NV 89102

PROJECT:

LEE'S DISCOUNT LIQUOR

780 S. Rampart Blvd.
Las Vegas, NV 89145

DRAWING TITLE

SITE PLAN

REVISIONS:

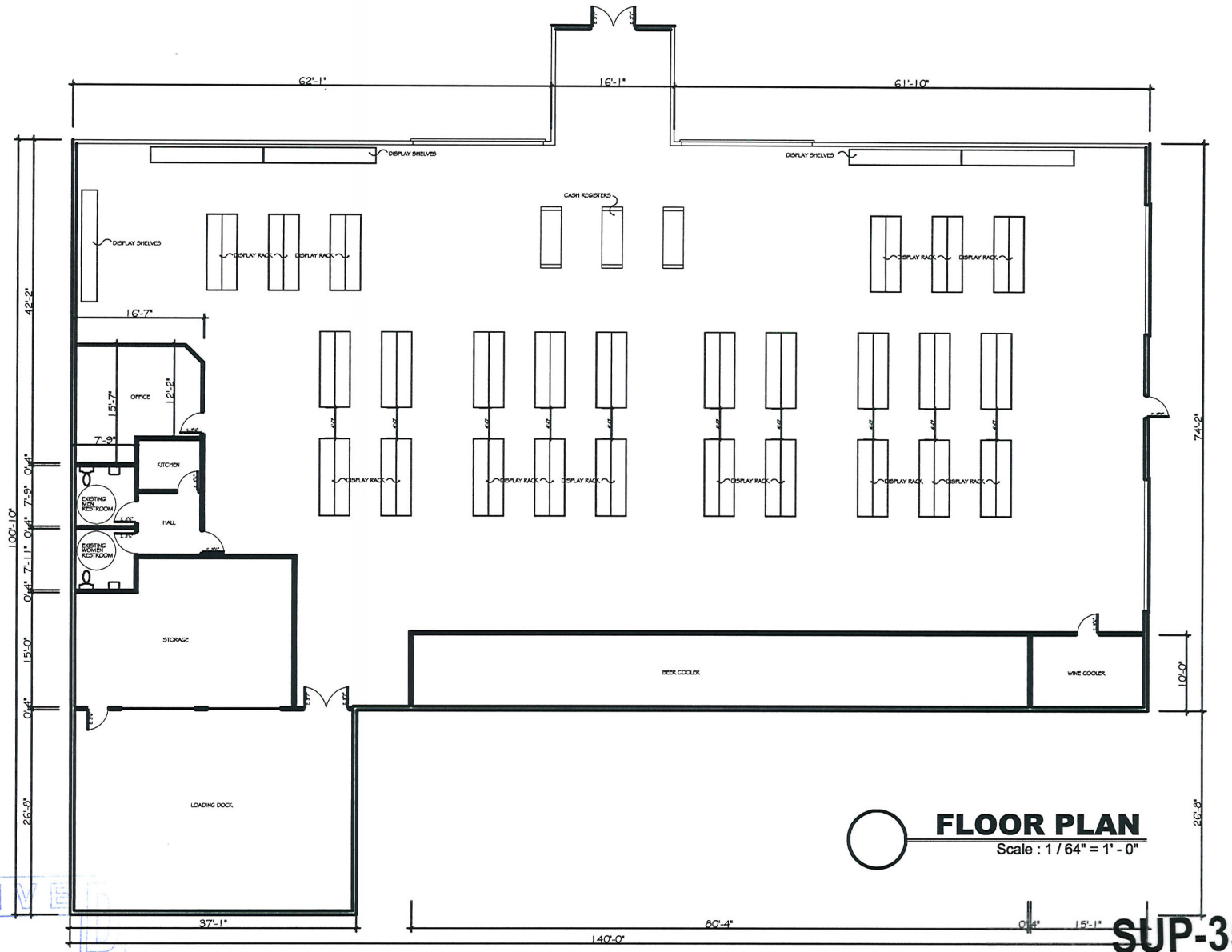
DATE:

SCALE:

NONE.

SHEET No.

A.01



FLOOR PLAN

Scale : 1 / 64" = 1' - 0"

M J C
GENERAL CONTRACTOR

M. J. Construction Co.
License # B0049337

2919 S. Decatur Blvd.
Las Vegas, NV 89102
phone : (702) 307 - 1933
cell : (702) 339 - 3933
fax : (702) 307 - 1934

PROJECT.

LEE'S DISCOUNT LIQUOR

780 S. Rampart Blvd.
Las Vegas, NV 89145

DRAWING TITLE

FLOOR PLAN

REVISIONS.

DATE.

SCALE.

1 / 64" = 1' - 0"

SHEET No.

A.02

SUP-35891
10/22/09 PC

RECEIVED
SEP - 3 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC
780 SOUTH RAMPART BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC
780 SOUTH RAMPART BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC
780 SOUTH RAMPART BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC
780 SOUTH RAMPART BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC
780 SOUTH RAMPART BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

Justification Letter

Address: 780 S. Rampart Blvd
Las Vegas, NV 89145
APN: 138-32-312-002

Lee's Discount Liquor would like to request a special use permit for packaged liquor at the above mentioned property. The store will sell packaged liquor for offsite consumption. Inside the 11,500 square foot building there will be a walk in cooler for beer and shelving for liquor and wine. This store will have a wine cellar for fine wines and a small area for occasional wine tasting.

Lee's Discount Liquor has been operating in Las Vegas for 28 years, employees over 150 people, and has 15 packaged liquor licenses throughout the valley and in Mesquite. This store will have approximately 8 employees and store hours are generally 9:00am to 11:00pm.

The existing PD zoning complies with the use but requires the Special Use Permit.

Hae Un Lee, Applicant

RECEIVED
OCT - 2 2009

SUP-35891
REVISED
10/22/09 PC

November 9, 2009

City of Las Vegas
400 Stewart Avenue
Las Vegas. NV 89101

SUBJECT: SUP-35891

To whom it may concern:

The Planning Commission voted for denial of SUP-35891 on November 5, 2009. We would like to respectfully appeal that decision.

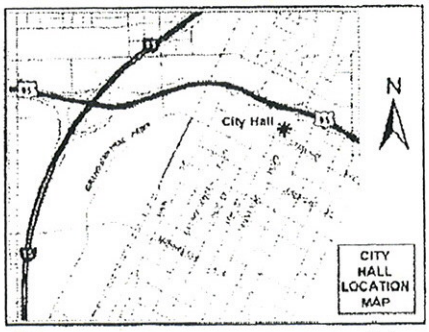
Applicant: Hae Un Lee (Lee's Discount Liquor)

RECEIVED
CITY CLERK
2009 NOV 10 P 12:08

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

I-OPPOSE - SPECIAL USE PERMIT LEE DISCOUNT 780 S. RAINBOW

If you wish to 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-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832613051
GRILLO FAMILY TRUST
8545 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5702

HAVDSII 89145

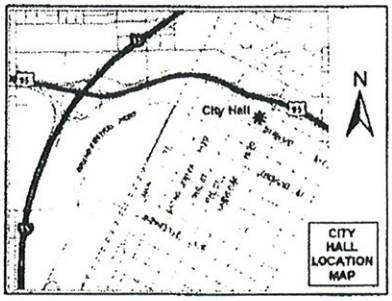
Submitted after final agenda
Date 11/02/09 Item 23P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



OCT 26 2009

RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832614007
429 OBSIDIAN L L C
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

HAVDE11 89117

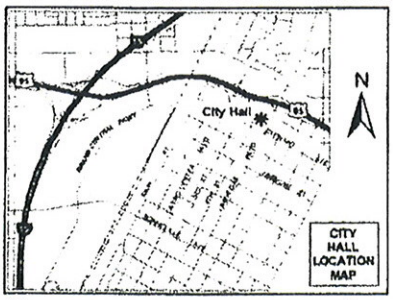
Submitted after final agenda
Date 11/02/09 Item 23P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832723002
BOCA FASHION VILLAGE L L C
%ACCT
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

HAVDC11 89117

Submitted after final agenda

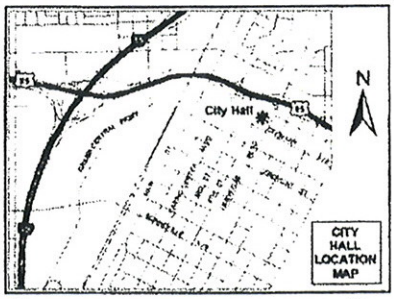
Date 11/02/09 Item 23P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891
Planning Commission Meeting of 11/05/2009

OCT 26 2009

RECEIVED
NOV 02 2009

Case: SUP-35891
13832723001
CHARLESTON ASSOCIATES L L C
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

HAYDS11 89117

Submitted after final agenda

Date 11/02/09 Item 23P

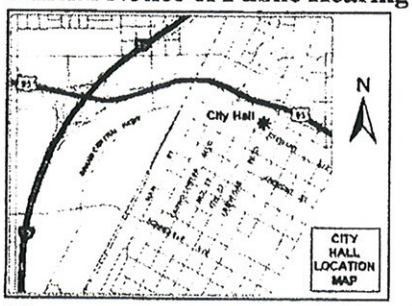
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41[4]
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 11/05/2009

OCT 2 9 2009
RECEIVED
NOV 02 2009

Case: SUP-35891
13832412027
BOCA PARK MARKETPLACE L V L L C
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

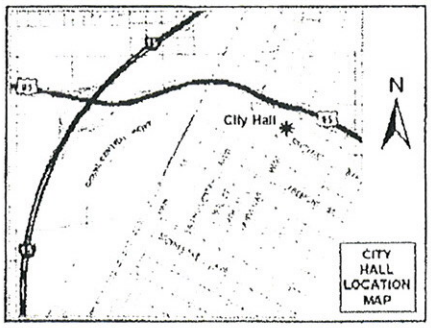
HAVDS11 89117

Submitted after final agenda

Date 11/02/09 Item 23P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 03 2009

Case: SUP-35891

13832813040
COLEMAN LAWRENCE
8636 INWOOD DR
LAS VEGAS NV 89145-4801

Submitted after final agenda

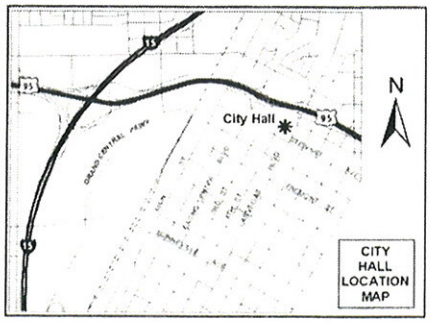
Date 11/03/09 Item 23P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891
Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: SUP-35891
13832720011
COOPER WILLIAM R & PHYLLIS T
P O BOX 81590
LAS VEGAS NV 89180-1590

HAVOS11 89180

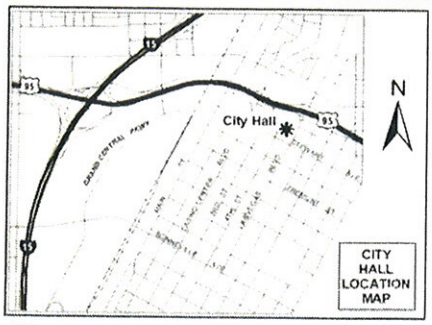
Submitted after final agenda
Date 10/29/09 Item 23P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: SUP-35891
13832614028
BUTLER HERBERT L & M REV LIV TR
8532 STONE HARBOR AVE
LAS VEGAS NV 89145-5707

HAVDS11 89145

Submitted after final agenda

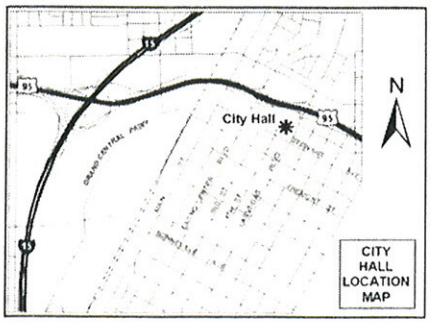
Date 10/29/09 Item 23P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891
Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 29 2009

Case: SUP-35891
16305514012
FOWKES DON L & CHARLYCE M
8634 CREMONA DR
LAS VEGAS NV 89117-1186

HAVDS11 89117

Submitted after final agenda

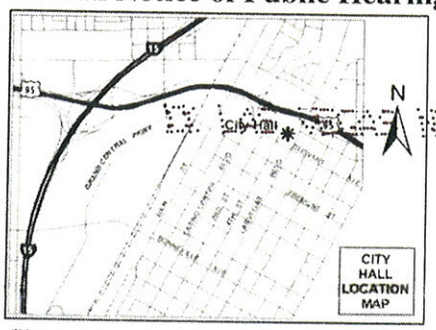
Date 10/29/09 Item 23P

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 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

Case: SUP-35891
16305513019
HANSON 1994 REVOCABLE LIVING TR
%H HANSON-KELLER
5900 EASLEY RD
GOLDEN CO 80403-1184

HAVDS11 80403

Submitted after final agenda

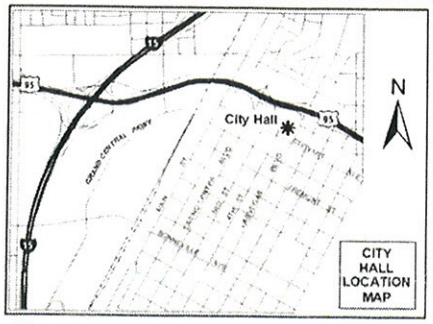
Date 11/02/09 Item 23P

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
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 11/05/2009

RECEIVED
NOV 02 2009

Case: SUP-35891
13832718016
FULTZ LESTER & SYLVIA
8648 BLISSVILLE AVE
LAS VEGAS NV 89145-4872

HAVDS11 89145

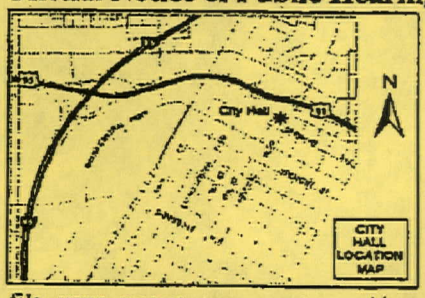
Submitted after final agenda

Date 11/02/09 Item 23P

ity of Las Vegas
lanning & Development Department
evelopment Services Center
31 S. Fourth Street
as Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the lanning & Development Department at the address listed above or fax this de of this card to (702) 385-7268. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-35891

lanning Commission Meeting of 10/22/2009

SUP-35891

RECEIVED
CITY CLERK
2009 OCT 13 P 3:20

Case: SUP-35891

13832613051
GRILLO FAMILY TRUST
8545 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5702

HAYDEN 89145

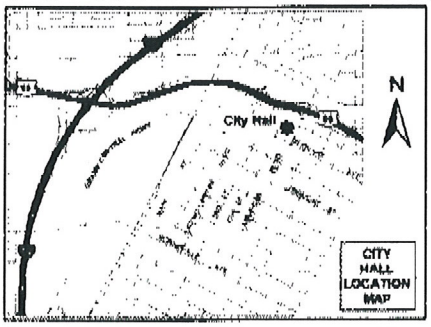
Oct 13 09 03:17p Victor 702-341-7381 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

16305113007
WYCKOFF MARK & THERI
9020 COVERED WAGON AVE
LAS VEGAS NV 89117-7011

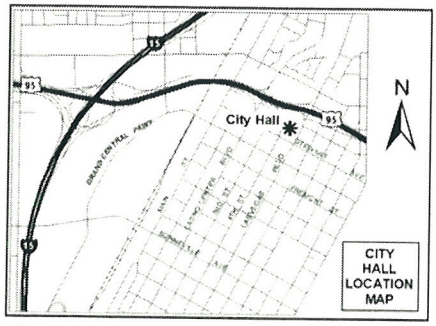
HAUDE11 A9117

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
OCT 08 200
MAILED FROM ZIP CODE 8910

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832719022
KAZEMINI MATTHEW R
501 TUSCANY VIEW ST
LAS VEGAS NV 89145-4877

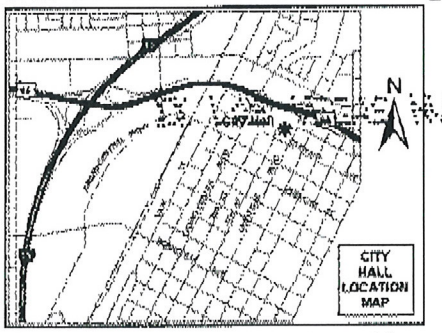
HAVOS11 89145

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 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891

13832614001
GRAF EDWARD JR
123 SAN MIGUEL RD
PASADENA CA 91105-1442

23 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

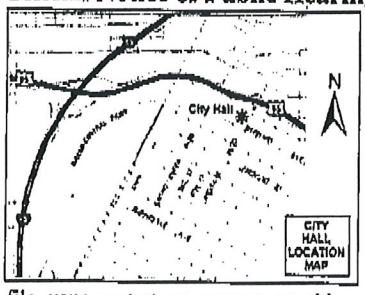
PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.41[4]

MAILED FROM ZIPCODE

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

This town does not need more liquor stores

Case: SUP-35891
13832415015
GIATTINO VINCENT P & BETTY
940 COATBRIDGE ST
LAS VEGAS NV 89145-8524

Please use available blank space on card for your comments.
SUP-35891
Planning Commission Meeting of 11/05/2009

HAVOS11 89145

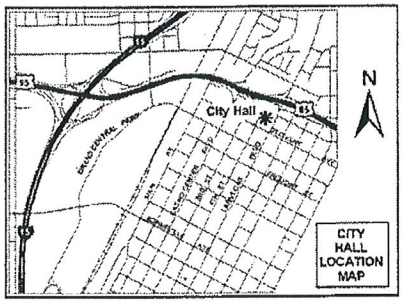
23P

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 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832611052
YEATON HARVEY W & DEBRA A
8629 DESERT BIRD DR
LAS VEGAS NV 89145-4861

HAVDS11 89145

23P

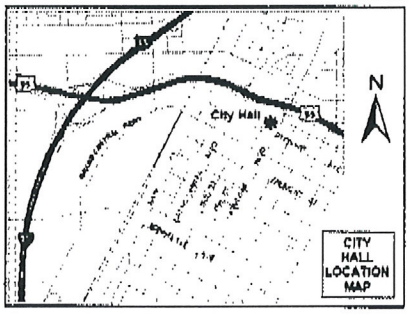
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 11/05/2009

RECEIVED
OCT 26 2009

Case: SUP-35891
13832812005
MILLER CHERYL L LIVING TRUST
8609 OLIVER CT
LAS VEGAS NV 89145-4812

HAVDS11 89145

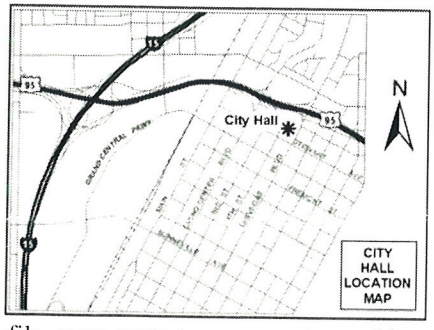
23P

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832611047
ECHOLS FAMILY TRUST
8612 CREST HILL AVE
LAS VEGAS NV 89145-4867

H4VDE11 89145

23P

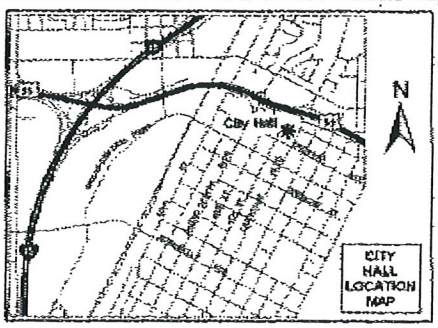
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

RECEIVED
OCT 23 2009

Case: SUP-35891

13832415040
RICCA LAWRENCE & J REV LIV TR
992 PRESTWICK ST
LAS VEGAS NV 89145-8519

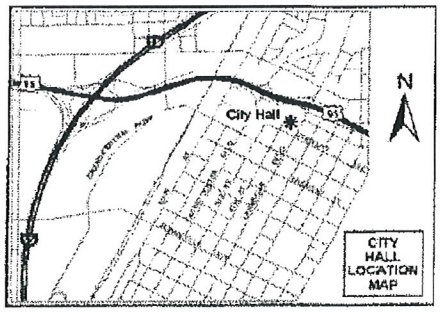
23P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279219 OCT 28 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 27 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
16305615001
LOWRIE DALE & JERENE
1501 MERIALDO LN
LAS VEGAS NV 89117-1171

HAVDS11 89117

23A

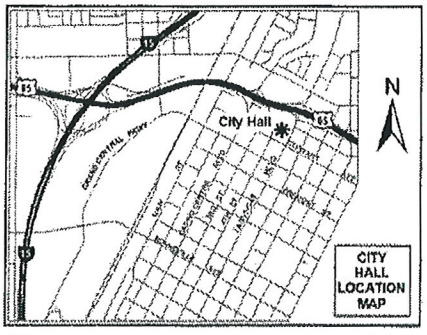
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 26 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-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832712008
MUCHENBERGER MARKUS REVOCABLE
617 EFFORT DR
LAS VEGAS NV 89145-4818

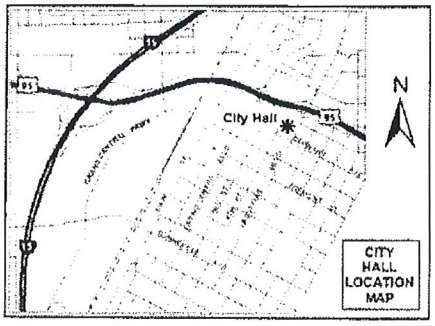
23A

HAV0511 89145

10/26/2009 MON 14:22 FAX 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832819225
GENTILE MICHELLE A
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

HAND11 89145

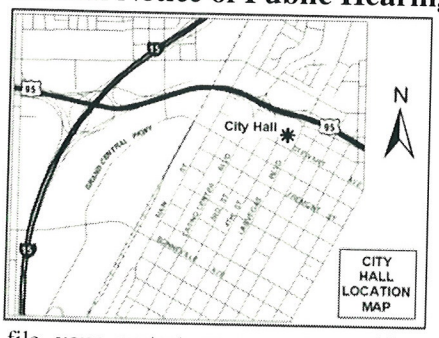
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213130
Q R TOWER 2 304 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDS11 89145

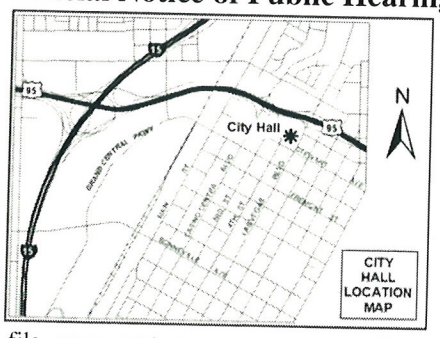
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213132
Q R TOWER 2 307 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVOS11 89145

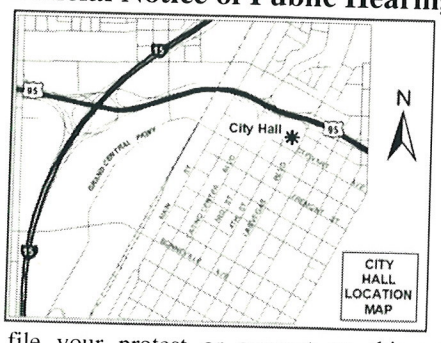
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213150
Q R TOWER 2 605 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVOS11 89145

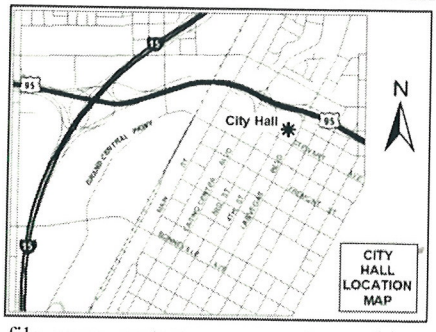
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-35891

13832213143
Q R TOWER 2 505 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

HAVC811 89145

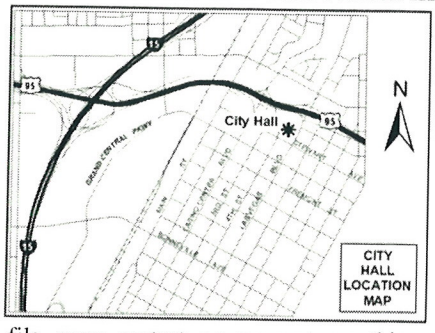
23A

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

RECEIVED
OCT 23 2009

Case: SUP-35891

13832213138
Q R TOWER 2 406 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDS11 89145

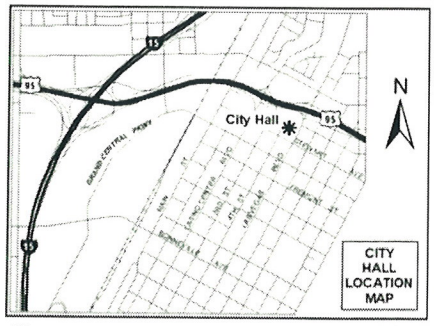
23A

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213134
Q R TOWER 2 302 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDS11 89145

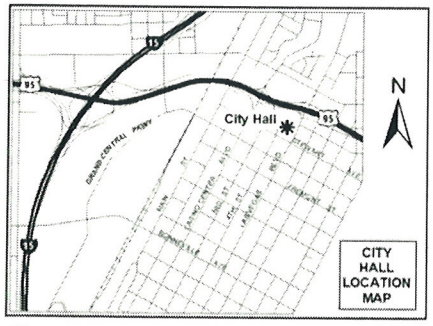
23A

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-35891

13832213155
Q R TOWER 2 602 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

HAVDS11 89145

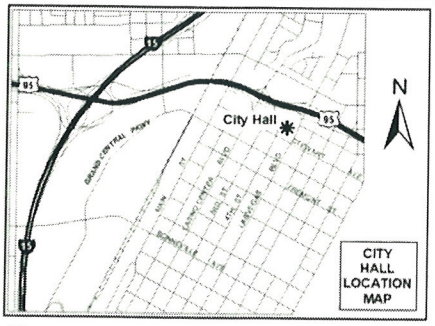
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213157
Q R TOWER 2 705 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

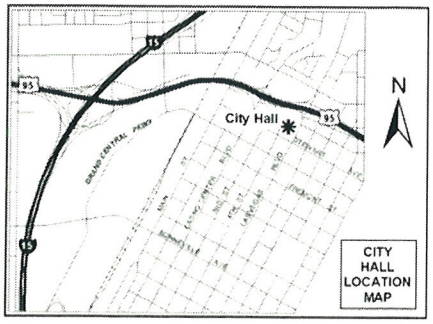
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213139
Q R TOWER 2 407 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDB11 89145

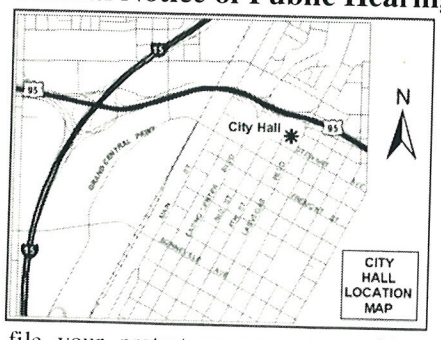
23A

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213126
Q R TOWER 2 201 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDS11 89145

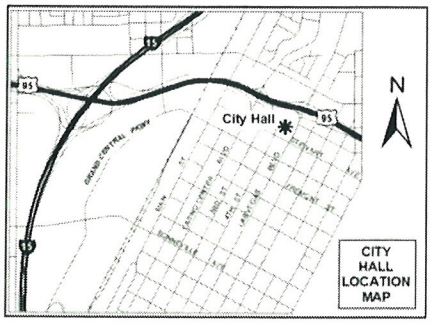
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-35891

13832213110
Q R TOWER 1 16 B3 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

HAVDS11 89145

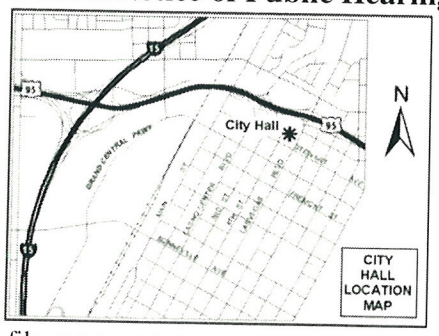
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213015
Q R TOWER 1 102 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDS11 89145

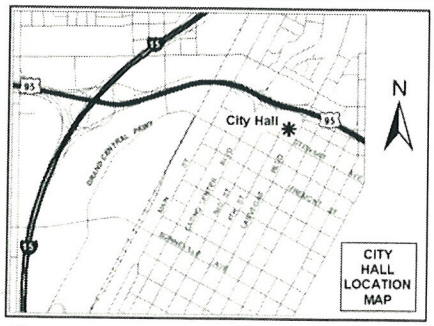
23A

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
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-35891

13832213019
Q R TOWER 1 106 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

HAVDS11 89145

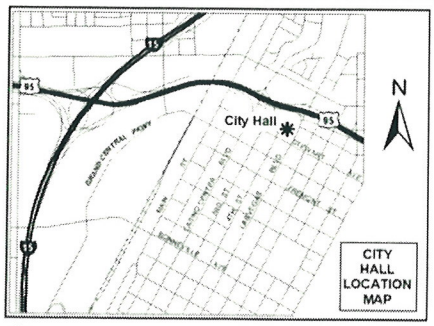
23A

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213054
GRACE HOLDINGS NV L L C
%M WINN
9101 W ALTA DR #602
LAS VEGAS NV 89145-8501

HAVDS11 89145

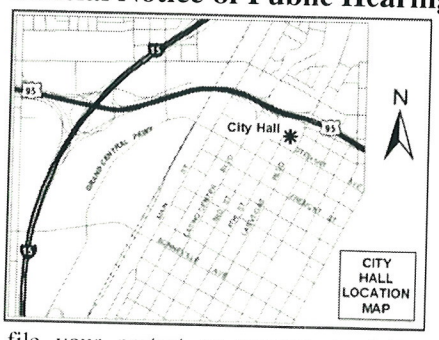
23A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 OCT 08 200
MAILED FROM ZIP CODE 891(

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832718022
WALSTON MARK
8641 BLISSVILLE AVE
LAS VEGAS NV 89145-4851

HAVDS11 89145

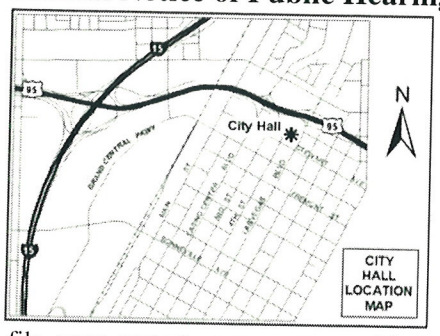
23A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 OCT 08 200
MAILED FROM ZIP CODE 8910

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-35891

13832213020
Q R TOWER 1 107 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

H4VD311 89145

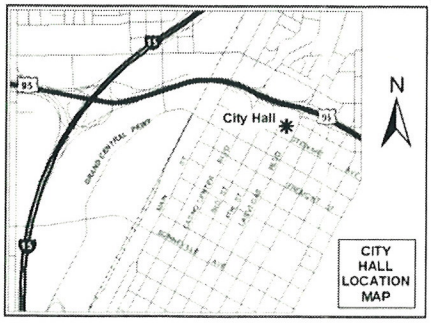
23A

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 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

Case: SUP-35891
13832415038
ENTRUST ADMINISTRATION
%G JR & E IRVIN
1160 ALPINE RD
WALNUT CREEK CA 94596-4402

HAUDS11 94596

23A

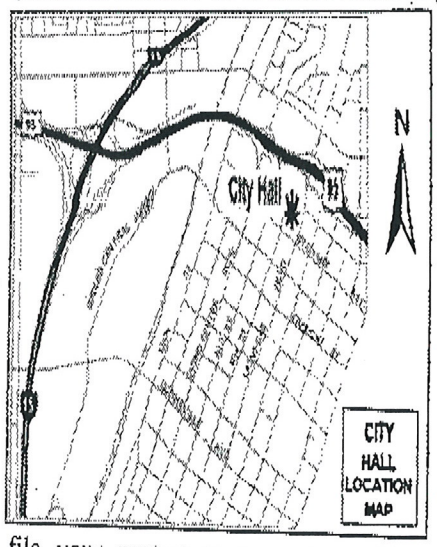
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 27 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

13832613007 Case: SUP-35891
HOOGE JOHN L & JUDITH M REV TR
8620 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5708

23A

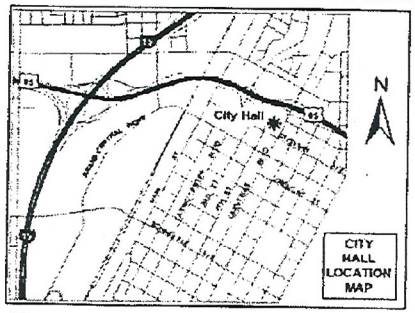
p.1
702-948-0715
Oct 10 09 03:04p MILTON HOMER

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279216 OCT 08 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891
Planning Commission Meeting of 10/22/2009

Case: SUP-35891
13832312002
THOMSON SUMMERLIN HOLDINGS LLC
%F & J THOMSON
10316 ROCKY MESA CT
LAS VEGAS NV 89144-4348

HAVOS11 89144

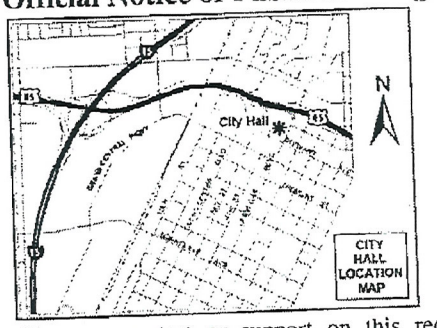
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

p.1

PRESORTED
FIRST-CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
Planning Commission Meeting of 10/22/2009

Case: SUP-35891
13832213017
Q TOWERS M L L C
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

Oct 09 09 01:10p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

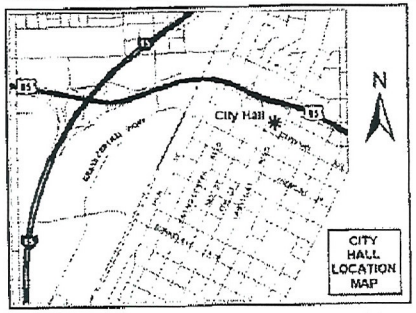
p.2

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832601003
GREAT WASH PARK L L C
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

HAVDE11 89117

Oct 09 09 01:10p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

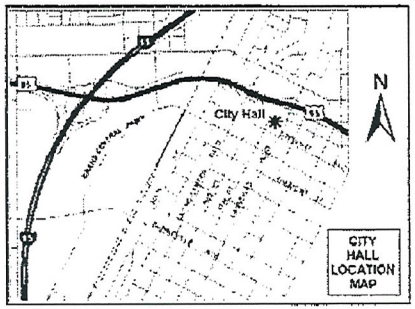
p.3

PRESORTED
F.I.R.S.T. CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213158
WEIL SHAI
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

HAVDS11 89117

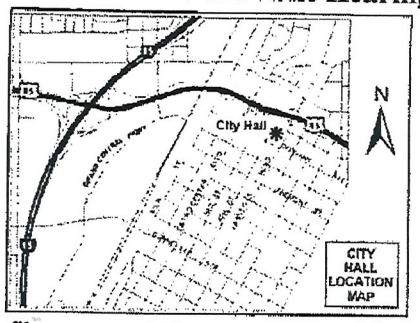
Oct 09 09 01:10p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

p.7

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁹
0004279218 OCT 08 2009
MAILED FROM ZIPCODE 89101

Case: SUP-35891

13832213165
RISSIN LIOR & LIAT
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

HAVDS11 89117

Oct 09 09 01:11p

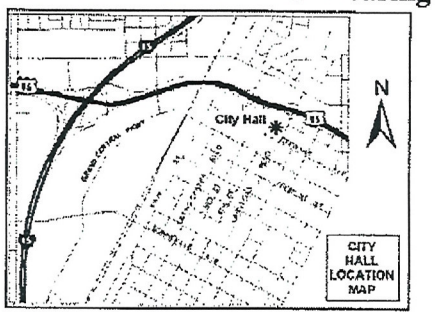
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

p.6

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41
0004279218 OCT 06 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213145
HARARI ALON
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

H4UDE11 89117

Oct 09 09 01:11p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

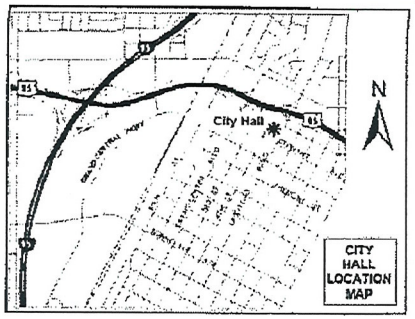
p.5

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213136
PENINI ERAN E & GUY
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

HAUDE11 89117

Oct 09 09 01:11p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

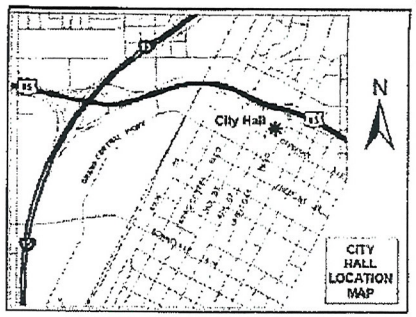
PRESORTED FIRST CLASS



UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[d]
0004279218 OCT 06 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 10/22/2009

Case: SUP-35891

13832213080
PENINI GUY
9755 W CHARLESTON BLVD
LAS VEGAS NV 89117-7536

HAVOS11 89117

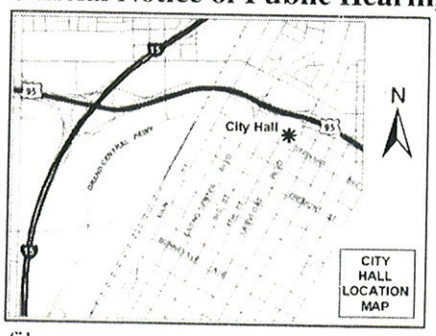
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 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-35891

Planning Commission Meeting of 11/05/2009

Case: SUP-35891

16305613002
MANNING MARTIN J
1513 ODETTE LN
LAS VEGAS NV 89117-1120

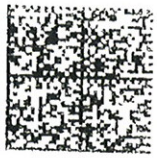
HAVDE11 89117

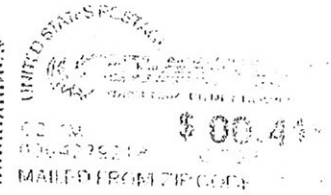
Submitted after final agenda

Date 10/29/09 Item 23A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

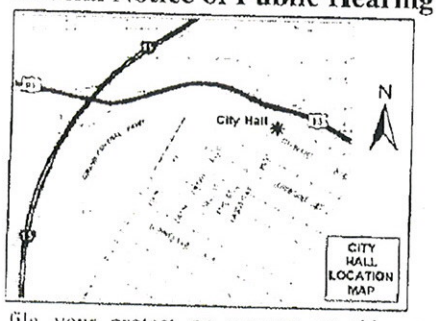
PRESORTED FIRST CLASS





RECEIVED
NOV 03 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-35891

Planning Commission Meeting of 11/05/2009

Case: SUP-35991

13832213168
PANKRATZ FAMILY TRUST
9103 ALTA DR #801
LAS VEGAS NV 89145-8501

HAVDS11 89145

Submitted after final agenda

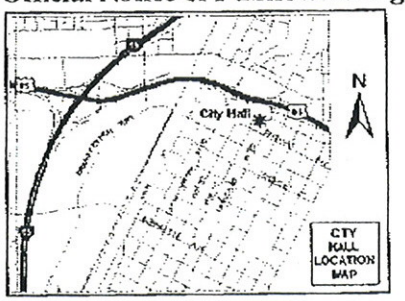
Date 11/03/09 Item 23A

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
FITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-35891
13832819195
BORGNA REAL ESTATE THREE L L C
10624 S EASTERN AVE #A-124
HENDERSON NV 89052-2982

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

STEVEN S HOLT 7022569362 09 15:05

HAVDS11 89052

Submitted after final agenda

Date 11/02/09 Item 23A

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-35838 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MUNDO, LLC - OWNER: WMCV PHASE 1, LLC - Request for a Special Use Permit TO ADD A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) USE WITHIN AN EXISTING 6,621 SQUARE FOOT RESTAURANT WITH WAIVERS TO ALLOW A 660-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,500 FEET IS REQUIRED AND AN 885-FOOT DISTANCE SEPARATION FROM A CHILD CARE CENTER WHERE 1,500 FEET IS REQUIRED at 495 South Grand Central Parkway, Suite #116 (APN 139-33-610-023), PD (Planned Development) Zone, Ward 5 (Barlow). Note: To be heard in conjunction with Morning Session Item Numbers 40 and 41. The Planning Commission (7-0 vote) and staff recommend APPROVAL

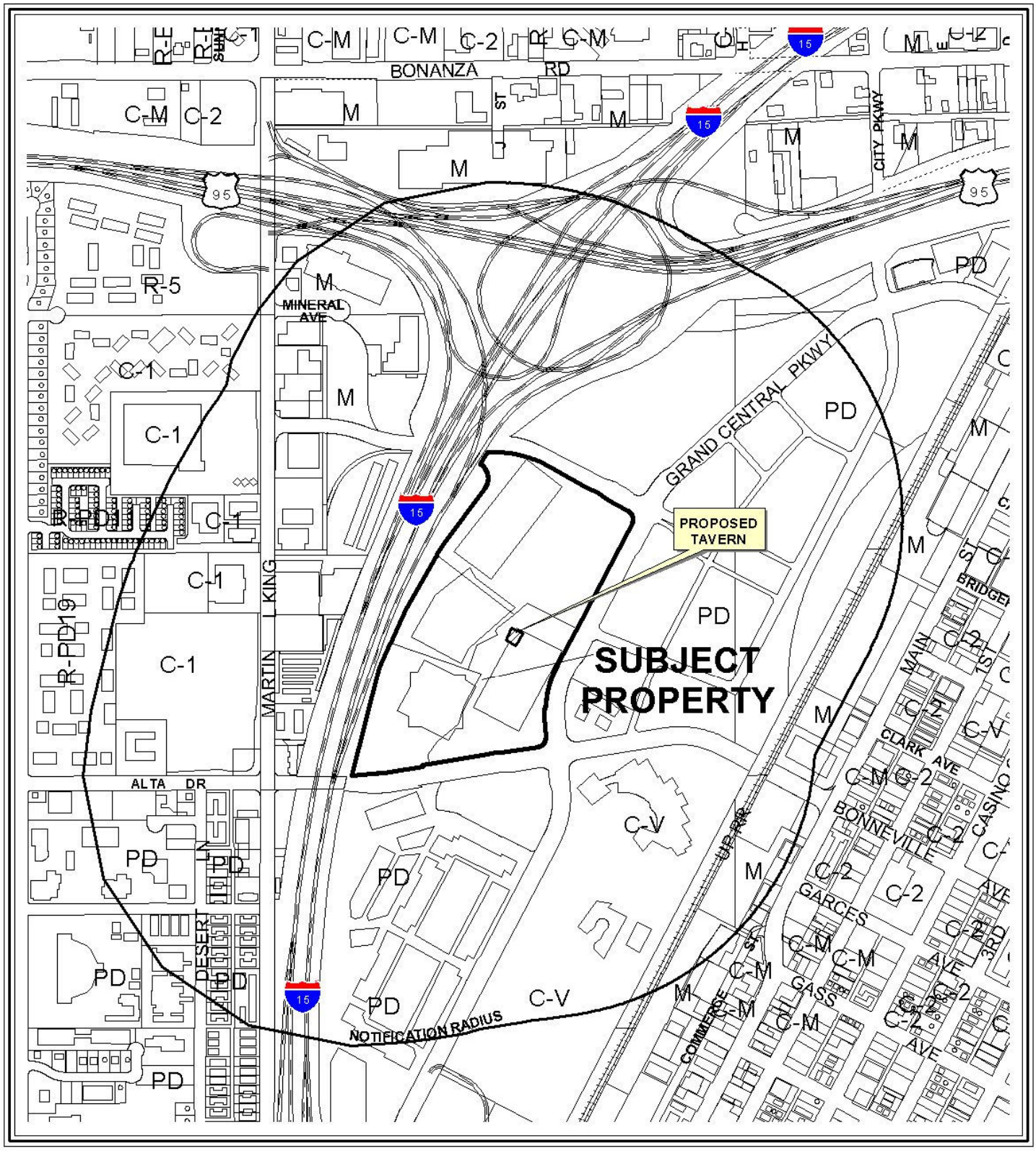
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 42



0 900 1800 Feet

CASE: **SUP-35838**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



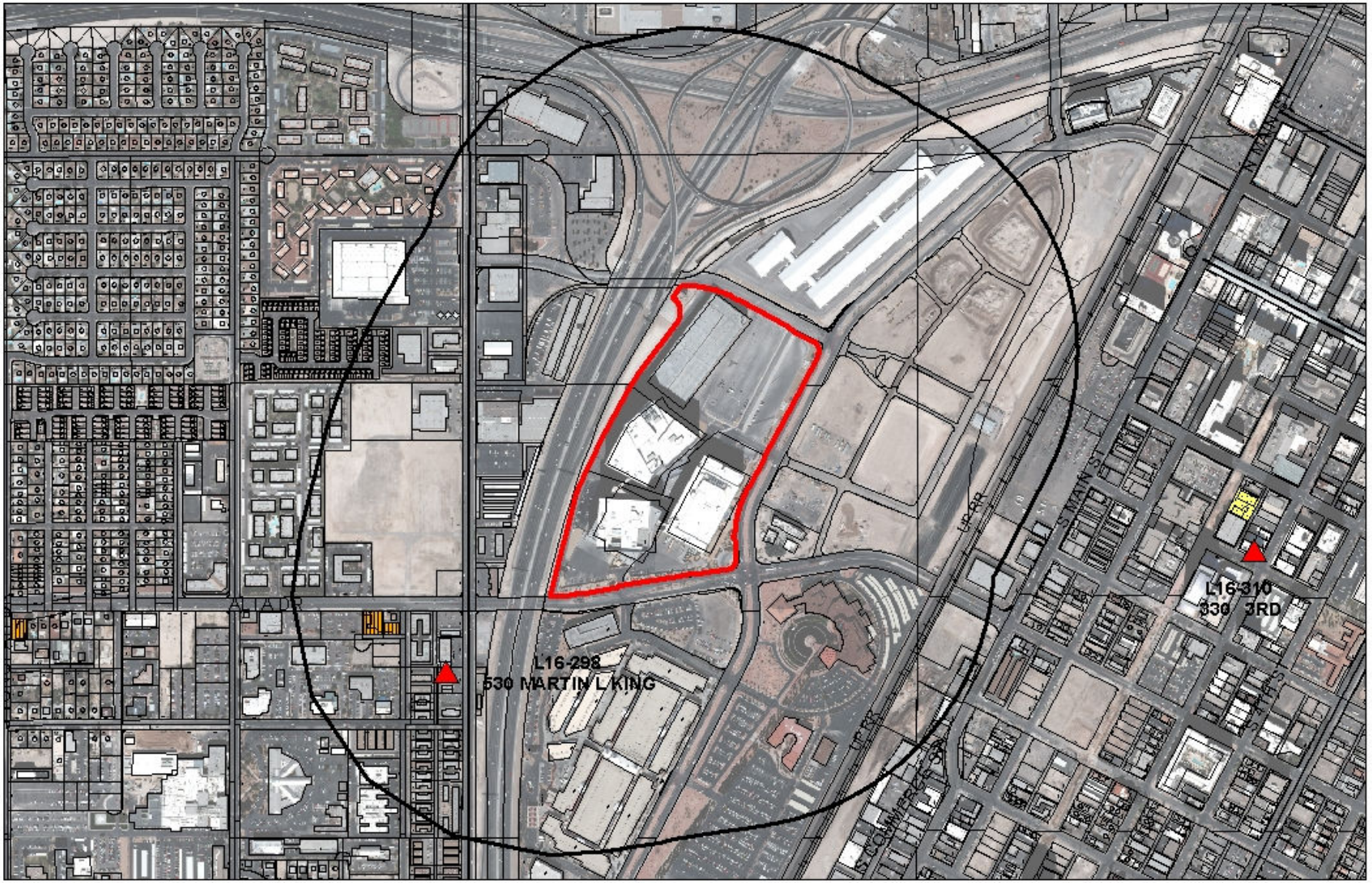
0 900 1800 Feet

CASE: **SUP-35838**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



SUP-35838

Business Licenses

Child Care/ Children Facility

Tavern

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35838 - APPLICANT: MUNDO, LLC - OWNER: WMCV PHASE 1, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. No gaming machines shall be allowed.

2. Conformance to all Minimum Requirements under the Downtown Centennial Plan Parkway Center District standards for the Liquor Establishment (Tavern) use.

3. Conformance to the conditions for Rezoning Z-0100-97 and Site Development Plan Review Z-0100-97(3).

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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant requests a Special Use Permit to add a proposed Liquor Establishment (Tavern) use within an existing 6,521 square foot restaurant at 495 South Grand Central Parkway, Suite #116. The request includes waivers to allow a 660-foot distance separation from an existing Liquor Establishment (Tavern) where 1,500 feet is required and an 885-foot distance separation from an existing Child Care Center where 1,500 feet is required. Staff can support the waiver requests, as the protected uses are separated from the proposed tavern use by the I-15 freeway. The use can be conducted in a manner that is compatible with the surrounding uses. Additionally, the Downtown Centennial Plan supports such uses in the context of a large mixed use development such as the one located on the subject site. For these reasons, staff recommends approval. If denied, the sale of alcohol would not be permitted on the subject site.

Issues:

- An ordinance to amend the Downtown Centennial Plan to add alcohol uses, including the Liquor Establishment (Tavern) use, to the list of permitted uses in the Parkway Center District will be adopted by the City Council prior to the public hearing on this item.
- Waivers of the minimum distance separation requirement from a similar use and from a child care facility licensed for more than 12 children are requested.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
11/23/98	The City Council approved a Rezoning (Z-0100-97) from M (Industrial) to PD (Planned Development) on 178 acres including the subject property. The Planning Commission and staff recommended approval.
07/05/00	The City Council adopted Ordinance 5238, thereby adopting the Downtown Centennial Plan, which governs standards for the subject site.
05/16/01	The City Council approved a Site Development Plan Review [Z-0100-97(3)] for a proposed 1,000,000 square foot commercial development and a waiver of off-street parking requirements on the subject site. The Planning Commission and staff recommended approval.
06/15/05	The City Council approved a Master Sign Plan (MSP-6344) for World Market Center Phase I at 495 South Grand Central Parkway. The Planning Commission and staff recommended approval.
07/12/06	The City Council approved a Special Use Permit (SUP-13410) for the proposed on-premise sale of beer, wine and wine coolers at 495 South Grand Central Parkway, Suite #116. The Planning Commission and staff recommended approval. The SUP was exercised 07/19/06, but expired 11/07/08 after 180 days of inactivity.

10/18/06	The City Council approved a Major Amendment (MSP-15823) to a previously approved Master Sign Plan (MSP-6344) to add requirements for World Market Center Phase II. The Planning Commission and staff recommended approval.
11/07/07	The City Council adopted Ordinance 5945, which amended the periods after which a Special Use Permit may be terminated.
06/03/09	The City Council adopted Ordinance 6041, which amended minimum requirements for the Liquor Establishment (Tavern) use.
06/11/09	Planning and Development Department staff approved a Minor Amendment (MSP-34474) to a previously approved Master Sign Plan for sign additions at 455, 475 and 495 South Grand Central Parkway.
08/27/09	The Planning Commission recommended approval of a request (TXT-34880) to discuss and possibly act to amend the Parkway Center District standards of the Downtown Centennial Plan to allow certain alcohol-related uses, including a Liquor Establishment (Tavern). An ordinance (Bill 2009-42) amending Title 19 is expected to be adopted by the City Council on 11/04/09.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #42/ss).
Related Building Permits/Business Licenses	
08/19/94	A business license (N16-00001) was issued for a child care center and preschool at 1617 Alta Drive. The license is still active.
09/22/04	A building permit (#04020063) was issued for a multitenant improvement on the first floor of the building at 495 S. Grand Central Parkway. The permit was finaled on 06/06/06.
06/17/05	A building permit (#05004109) was issued for a tenant improvement for a certificate of occupancy at 495 S. Grand Central Parkway, Suite #116. The permit was finaled on 05/01/06.
06/20/06	A business license (R09-01353) was issued for a Restaurant with 45+ seating at 495 S. Grand Central Parkway, Suite #116. The license was marked out of business on 05/01/08.
07/19/06	A business license (L09-00231) was issued for the on-premise sale of beer, wine and wine coolers at 495 S. Grand Central Parkway, Suite #116. The license was marked out of business on 05/07/08.
02/07/08	A business license (L16-00298) was issued for a tavern at 530 S. Martin L. King Boulevard. The license is still active.
05/07/08	A business license (R09-01450) was issued for a Restaurant with 45+ seating at 495 S. Grand Central Parkway, Suite #116. The license is still active.
07/01/08	Application for a building permit (B-TI-146612) was made for a tenant improvement for a café at 495 S. Grand Central Parkway, Suite #116. The permit was never issued.
11/18/08	A building permit (B-TI-128328) was issued for a tenant improvement for an office at 495 S. Grand Central Parkway, Suites #116 and 118. The permit was finaled on 01/02/09.

06/08/09	A business license (R10-00115) was issued for a food caterer at another location within the city. The location changed to 495 S. Grand Central Parkway, Suite #116 on 09/03/09. This license has not yet been issued as of 10/13/09.
07/17/09	A building permit (B-DEMO-143708) was issued for demolition in conjunction with a tenant improvement remodel of 495 S. Grand Central Parkway, Suite #116. The permit was finaled on 07/22/09.
07/17/09	A building permit (B-TI-143666) was issued for a tenant improvement for a remodel of 495 S. Grand Central Parkway, Suite #116. The permit was finaled 09/03/09.
08/11/09	A building permit (#145205) was issued for a sprinkler system in 495 S. Grand Central Parkway, Suite #116. The permit was finaled 09/01/09.
08/14/09	A building permit (B-EMIN-145517) was issued for lighting in conjunction with a tenant improvement remodel of 495 S. Grand Central Parkway, Suite #116. The permit was finaled 08/28/09.
08/17/09	A building permit (#145663) was issued for a single-faced electrical sign at 495 S. Grand Central Parkway, Suite #116. The permit has not yet been finaled.
09/02/09	Application was made for a business license (R09-91339) for a Restaurant with 45+ seating at 495 S. Grand Central Parkway, Suite #116. The license has not yet been issued as of 10/13/09.
Pre-Application Meeting	
08/14/09	Submittal requirements for a Special Use Permit were discussed, as well as the timeline for adoption of a text amendment to the Downtown Centennial Plan that would allow the Tavern use within Parkway Center.
Neighborhood Meeting	
A neighborhood meeting is not required for this application, nor was one held.	

Field Check	
09/17/09	Staff observed an existing restaurant in operation at the site with outdoor dining facilities. Signage for the proposed restaurant is clearly displayed on the outside of the building.

Details of Application Request	
Site Area	
Net Acres	8.61

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Trade Center/Wholesale Showrooms	MXU (Mixed Use)	PD (Planned Development)

North	Parking Garage and Surface Parking Lot	MXU (Mixed Use)	PD (Planned Development)
South	Surface Parking Lot	MXU (Mixed Use)	PD (Planned Development)
East	Major and Minor Medical	MXU (Mixed Use)	PD (Planned Development)
West	Trade Center/Wholesale Showrooms	MXU (Mixed Use)	PD (Planned Development)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y
PD (Planned Development) District	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Symphony Park	X		Y
Downtown Overlay District – Parkway Center	X		Y
A-O (Airport Overlay) District (175 Feet)	X		Y
Downtown Casino Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Development standards within the Parkway Center District are governed by the Downtown Centennial Plan. Section VII.E(3) of the Downtown Centennial Plan states that Title 19.10 parking and loading standards are not automatically applied. The addition of a Liquor Establishment (Tavern) use generates a similar parking requirement as a restaurant. Since the proposed Liquor Establishment (Tavern) use will be located within an existing restaurant, the addition of the use will not require additional spaces beyond what the restaurant requires.

Waivers		
Requirement	**Request**	**Staff Recommendation**
No Liquor Establishment (Tavern) use may be located within 1,500 feet of any other liquor establishment (tavern), church, synagogue, school, child care facility licensed for more than 12 children, or city park	To allow a Liquor Establishment (Tavern) use within 660 feet of another liquor establishment (tavern) and within 885 feet of an existing child care facility licensed for more than 12 children	Approval

ANALYSIS

The subject site is zoned PD (Planned Development) and is located within the Parkway Center District of the Downtown Centennial Plan. The Liquor Establishment (Tavern) use is permitted in the Parkway Center District with approval of a Special Use Permit. The Downtown Centennial Plan document refers to the minimum Special Use Permit requirements of Title 19 for tavern uses within Parkway Center.

The proposed use is compatible with uses surrounding the site, which include a trade center, medical uses and parking. The requested distance separation waivers are supported by staff, since the existing tavern and child care center uses are located on the west side of the I-15 freeway, which serves as a natural barrier between the proposed use and the protected uses. The applicant obtained building permits to expand the existing restaurant in the subject suite, which will bring the total floor area to 5,701 square feet, not including the outdoor seating area (820 square feet). These permits have received final inspections. The Liquor Establishment (Tavern) use would be added to the rear of the restaurant, which includes 122 indoor dining seats, 18 bar seats and 48 outdoor seats.

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 Liquor Establishment (Tavern) use can be conducted in a harmonious and compatible manner with the existing and future development within the surrounding area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site can easily accommodate a Liquor Establishment (Tavern) land use. The addition of this use will not affect the parking requirement for the existing restaurant.

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."**

   Bonneville Avenue provides access to the site. The segment of this street adjacent to the site is designated as a 100-foot wide Primary Arterial by the Master Plan of Streets and Highways and is adequate to meet any demand generated by the proposed Liquor Establishment (Tavern) use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposal is consistent with the objectives of the General Plan and the Downtown Centennial Plan and will not compromise the public health, safety, and welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The Downtown Centennial Plan refers to Title 19.04 for applicable conditions of the Liquor Establishment (Tavern) use in the Parkway Center District. A waiver of the distance separation requirement from an existing child care center and another Liquor Establishment (Tavern) use is allowed by Title 19 and supported by staff. The proposed use meets all other conditions per Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1. The applicant did not agree.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 79 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35838** APN: 139336|0023

Name of Property Owner: WMCV Phase I, LLC

Name of Applicant: Mundo, LLC

Name of Representative: George Harris

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jack Kashani

Subscribed and sworn before me

This 31 day of August, 20 09

_____

Notary Public in and for said County and State

Expires: 6/14/2012

BARBARA RHEA
NOTARY PUBLIC
STATE OF NEVADA
MY COMMISSION EXPIRES 6-14-12
COMMISSION NO: 89-1285-1

BUILDING DATA

TENANT AREA:	5,701 SF
OUTDOOR SEATING AREA:	820 SF
TOTAL PROJECT AREA:	6,521 SF
OCCUPANCY TYPE:	A-2

Occupancy Load Calculation

Area description	sq. ft.	load factor	occupants
Kitchen Service Areas	1,980	200	6
Bar/Tavern	495	200	4
Dining Area	2,773	15	185
Utility Areas	130	100	1
Hostess Areas	100	100	1
Misc. Walls, Hallways	443		
Total	5,701		199

OCCUPANCY LOAD:	199
OUTDOOR SEATING:	48
DINING AREA SEATING:	122
TAVERN SEATING:	18
TOTAL SEATING:	188

NOTE:

- REFER TO THE FIRE PROTECTION AND LIFE SAFETY PLAN, PREPARED FOR THE PHASE 1 SHELL BUILDING BY, FIRE SAFETY ENGINEERING ASSOCIATES FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- THIS IS A TENANT IMPROVEMENT WITHIN AN EXISTING SHELL BUILDING. THE EXISTING SHELL BUILDING IS EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.
- THE BUILDING CONSISTS ON TEN STORIES.
- THE EXISTING SHELL WAS PERMITTED UNDER 1997 UBC AS I-FR, NOW KNOWN AS I-A UNDER IBC

SECTION 508.3.1
ACCESSORY USE AREAS ARE NOT REQUIRED TO BE SEPARATED BY A FIRE BARRIER IF THEY ARE LESS THAN 10% OF THE TOTAL AREA OF THE STORY IN WHICH IT IS LOCATED. TOTAL AREA FOR LEVEL 1 = 125,438sf (PER CODE ANALYSIS A0.03 – SHELL PACKAGE). 5,680sf/125,438sf = 0.05 OR 5% OF THE TOTAL FLOOR AREA. THE PROJECT SPACE FALLS WITHIN THIS CATEGORY (LESS THAN 10% OF LEVEL ONE).

SECTION 508.2.3 & TABLE 508.2
INCIDENTAL USE AREAS: STORAGE/TRASH ARE INCIDENTAL USE AREAS. THE PROJECT SPACE IS SPRINKLERED THEREFORE DOES NOT REQUIRE ANY RATED ENCLOSURE.

LOCATION MAP



1 Overall Site Plan
A0.00 SCALE: 1"=60'-0"

Mundo
Restaurant / Tavern
@ World Market Center
495 S. Central Pkwy., Suite A-116
Las Vegas, NV 89106

SHEET INDEX

A0.10 SHEET INDEX, PROJECT DATA, LOCATION MAP, SITE PLAN
A1.00 FLOOR PLAN

PROJECT ADDRESS

MUNDO
RESTAURANT / TAVERN
@ WORLD MARKET CENTER
SUITE A-116
495 S. GRAND CENTRAL PKWY.
LAS VEGAS, NV 89106

GENERAL CONTRACTOR

QUALITY CHOICE CONSTRUCTION
2755 S. NELLIS BLVD., STE. 10
LAS VEGAS, NEVADA 89121
PH: (702) 641-2400
FAX: (702) 641-2401

CODES

ALL WORK SHALL CONFORM TO, BUT NOT BE LIMITED TO:

1. 2006 INTERNATIONAL BUILDING CODE W/ LOCAL AMENDMENTS
2. 2006 INTERNATIONAL RESIDENTIAL CODE W/ LOCAL AMENDMENTS
3. 2005 NATIONAL ELECTRICAL CODE W/ LOCAL AMENDMENTS
4. 2006 UNIFORM MECHANICAL CODE W/ LOCAL AMENDMENTS
5. 2006 UNIFORM PLUMBING CODE W/ LOCAL AMENDMENTS
6. 2006 INTERNATIONAL ENERGY CONSERVATION CODE W/ LOCAL AMENDMENTS
7. 2003 ICC/ANSI HANDICAP ACCESSIBILITY

PLUMBING ANALYSIS

Area description	area (s.f.)	occupants	occupants male	occupants female	water closet required male	water closet required female	water closet provided male	water closet provided female	lavatory required male	lavatory required female	lavatory provided male	lavatory provided female	drinking fountain required	drinking fountain provided	urinals provided w.c.	urinals provided lavatory	service sink required	service sink provided
Mundo	5,680	199	100	100	2	2			1	1								
Level 1 (less Mundo)	119,758	3,992	1,996	1996	4	4			2	2								
Total	5,680		2,096		6	6	11	9	4	4	6	6	5	11	1	1	1	1

RECEIVED
SEP 01 2009

SUP-35838
11/05/09 PC

QUALITY CHOICE CONSTRUCTION
2755 S. NELLIS BLVD., STE 10
LAS VEGAS, NEVADA 89121
Ph.: (702) 641-2400
Fax.: (702) 641-2401
LICENSE #: 44164
SIGNATURE

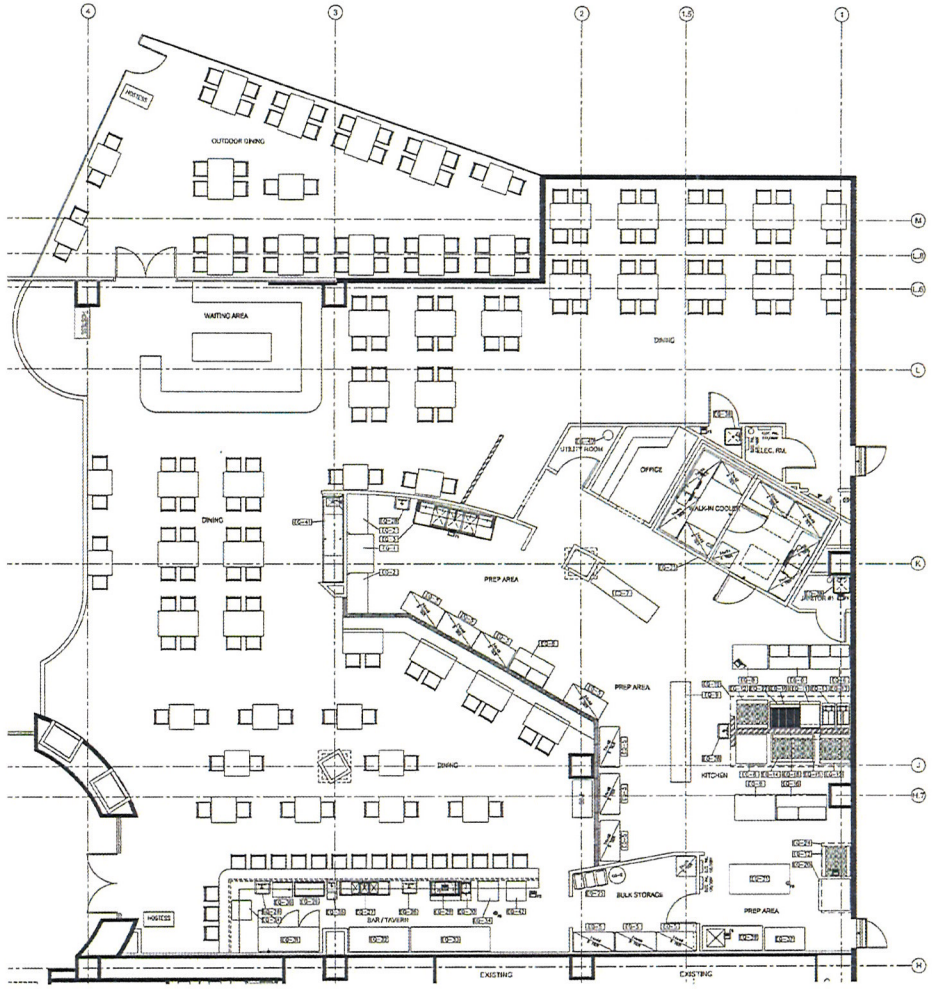
#	REVISED	BY
1		
2		
3		
4		
5		

Mundo
Restaurant / Tavern
@ World Market Center
495 S. Central Pkwy., Suite A-116
Las Vegas, NV 89106

OVERALL SITE PLAN
SPECIAL USE PERMIT

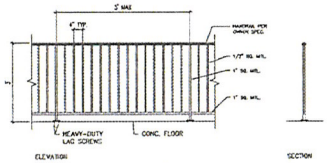
DATE: 08/06/2009
DRAWN BY: WNR
SCALE: AS NOTED

SHEET
A0.00



1 Floor Plan
A1.00 SCALE: 3/16"=1'-0"

EQUIPMENT SCHEDULE	
Sym	Description
EQ-1	Dish Washer
EQ-2	Dish Washer tables SS
EQ-3	3 Compartment Sink
EQ-4	SS Table 3x3
EQ-5	SS Shelving
EQ-6	Sandwich/Salad Unit
EQ-7	SS Prep Table
EQ-8	SS Table
EQ-9	SS Pick-up Table
EQ-10	Broiler
EQ-11	Griddle
	36"-6 Burner Range
EQ-12	w/Convection Oven
EQ-13	Fryer
EQ-14	4 Burner Hot Plate
EQ-15	SS Table
EQ-16	Sandwich/Salad Unit
EQ-17	SS Table
EQ-18	Cheese Metal
EQ-19	Type - Hood
EQ-20	Convection Oven
EQ-21	SS Table
EQ-22	SS Table
EQ-23	Walk in Cooler/Freezer
EQ-24	Type - Hood
EQ-25	Bag-in-The-Box
	Under Bar Ice Bin
EQ-26	Cordial Station
EQ-27	3 compartment sink
EQ-28	SS Hand sink
	Existing Jackey Box &
EQ-29	Chainboard
EQ-30	Existing Dump Sink
EQ-31	3 door cooler
EQ-32	Backbar Refrigerator
EQ-33	Backbar Refrigerator
EQ-34	Underbrunner Rating
EQ-35	Blender/ Dumpsink
EQ-36	Chainboard
EQ-37	Ice Cube Maker
EQ-38	Existing Mop Sink
EQ-39	Existing Prep Sink
EQ-40	Water Softener
EQ-41	Counter with Sink
EQ-42	Underbar Glass Washer



2 Typical Exterior Fence Detail
A1.00 SCALE: 1/2"=1'-0"

RECEIVED
SEP - 2 2009

SUP-35838
11/05/09 PC

#	REVISED	BY
△		
△		
△		
△		
△		

QUALITY CHOICE CONSTRUCTION
2755 S. NELLIS BLVD., STE 10
LAS VEGAS, NEVADA 89121
Ph.: (702) 641-2400
Fax.: (702) 641-2401
LICENSE #: 44164

SIGNATURE

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. THIS DOCUMENT, INCLUDING THE IDEAS AND DESIGNS IT DISCLOSES IS AN INSTRUMENT OF PROFESSIONAL SERVICE REMAINS BY QUALITY CHOICE CONSTRUCTION. THIS DOCUMENT MAY NOT BE USED OR REPRODUCED BY ANY MEANS IN WHOLE OR IN PART OR ANY PURPOSE OTHER THAN THIS PROJECT WITHOUT THE EXPRESSED WRITTEN CONSENT OF QUALITY CHOICE CONSTRUCTION.

Mundo
Restaurant / Tavern
@ World Market Center
495 S. Central Pkwy., Suite A-116
Las Vegas, NV 89106

FLOOR PLAN, TYPICAL FENCE DETAIL
SPECIAL USE PERMIT

DATE: 08/06/2009
DRAWN BY: WNR
SCALE: AS NOTED

Copyright 2009, Quality Choice Construction

SHEET
A1.00



SUP-35838 - APPLICANT: MUNDO, LLC - OWNER: WMCV PHASE 1, LLC
495 SOUTH GRAND CENTRAL PARKWAY, SUITE #116
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09



SUP-35838 - APPLICANT: MUNDO, LLC - OWNER: WMCV PHASE 1, LLC
495 SOUTH GRAND CENTRAL PARKWAY, SUITE #116
NOVEMBER 5, 2009 PLANNING COMMISSION

09/17/09

QUALITY CHOICE CONSTRUCTION
2755 S. NELLIS BLVD., STE # 10 LAS VEGAS, NV 89121
PHONE (702) 641-2400 FAX (702) 641-2401
NCL# 44164

September 1, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101-6918
Attn: Steve Gebeke
Planning Supervisor-229-5410

RE: Mundo, LLC
Justification Letter - Application for Special Use Permit
Restaurant /Tavern and Offsite Liquor Sales
495 S. Grand Central Parkway, #A116

Dear Sirs:

This justification letter is written on behalf of our client Mundo, LLC.

The World Market Center, (A Downtown Mixed Used Development) presently lacks a restaurant use. The proposed restaurant/bar/tavern use will represent a high class service restaurant with full bar/tavern service and private banquet capabilities and catering. As an added service the restaurant will provide periodic wine and tequila tastings for its cliental with offsite sales availability. An outside dining area is also proposed along with the inside dining facilities.

The restaurant will count on the ample parking facilities and amenities of the World Market Center. Thank you for your attention to this matter and if additional information is required please contact me at my office or mobile at 702-499-1573.

Sincerely,

Jorge L. Cotto
Construction Manager on behalf of Mundo, LLC.

cc: Mundo, LLC

RECEIVED
SEP - 2 2009

SUP-35838
11/05/09 PC

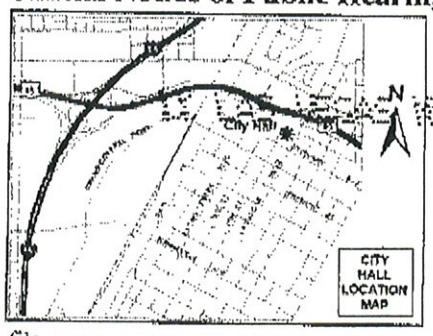
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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
02 1M $ 00.41⁴
0004279216 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35838

Planning Commission Meeting of 11/5/2009

Case: SUP-35838

13934302004
SPENCER 1987 TRUST
1080 E LIZZIE LN
ST GEORGE UT 84790-2248

Submitted after final agenda

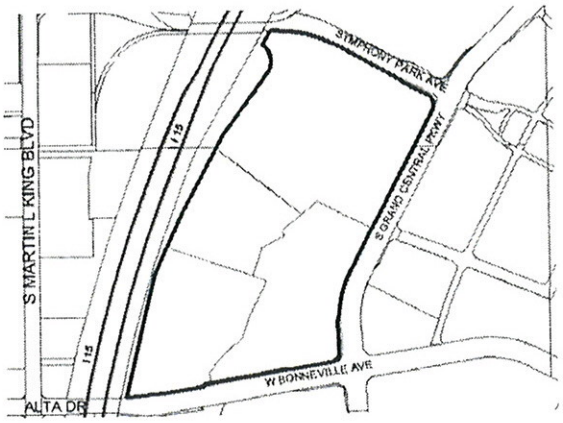
Date 11/02/09 Item 42P

Application Information

SUP-35838 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MUNDO, LLC - OWNER: WMCV PHASE 1, LLC - Request for a Special Use Permit TO ADD A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) USE WITHIN AN EXISTING 6,621 SQUARE FOOT RESTAURANT WITH WAIVERS TO ALLOW A 660-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,500 FEET IS REQUIRED AND AN 885-FOOT DISTANCE SEPARATION FROM A CHILD CARE CENTER WHERE 1,500 FEET IS REQUIRED at 495 South Grand Central Parkway, Suite #116 (APN 139-33-610-023), PD (Planned Development) Zone, Ward 5 (Barlow)

If this is permited then just change the Law. IS it is good for One Then it is Good for All and ~~with~~ will save money + time

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 05, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

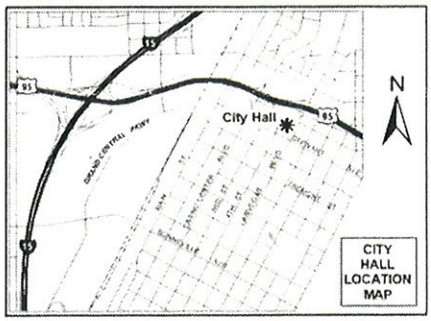
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department. Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35838
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-35838
13933501002
WORTHEN RICHARD G FAM TR
125 WORTHEN CIR
LAS VEGAS NV 89145-4017

Submitted after final agenda
Date 10/29/09 Item 42

HAVDS11 89145

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

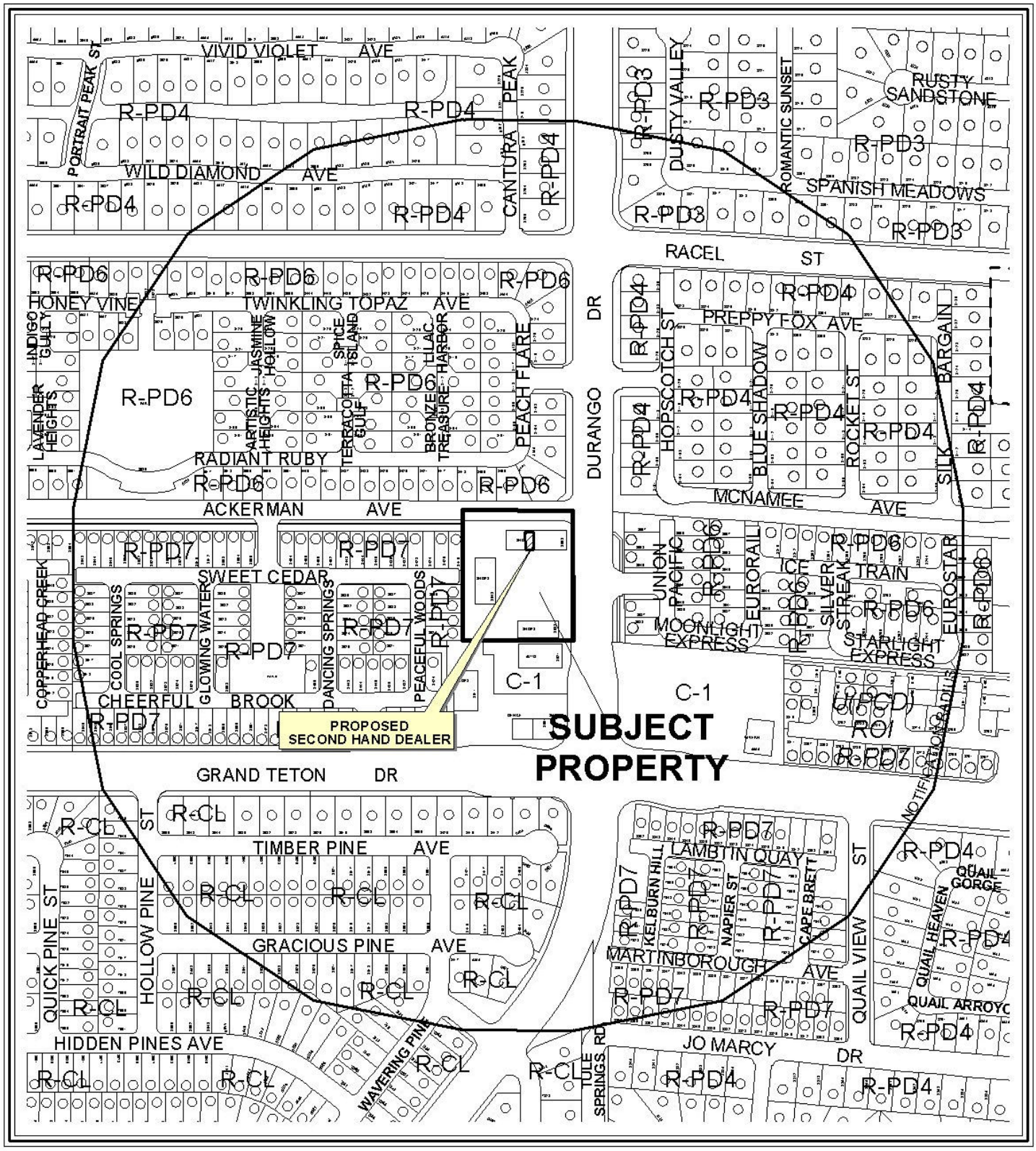
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36130 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WONDERFITS FASHION EXCHANGE, LLC - OWNER: TETON DURANGO 2008, LLC - Request for a Special Use Permit FOR A PROPOSED 1,355 SQUARE-FOOT SECONDHAND DEALER (WEARING APPAREL) USE at 8053 North Durango Drive, Suite #130 (APN 125-08-806-003), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 44



0 400 800 Feet

CASE: **SUP-36130**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

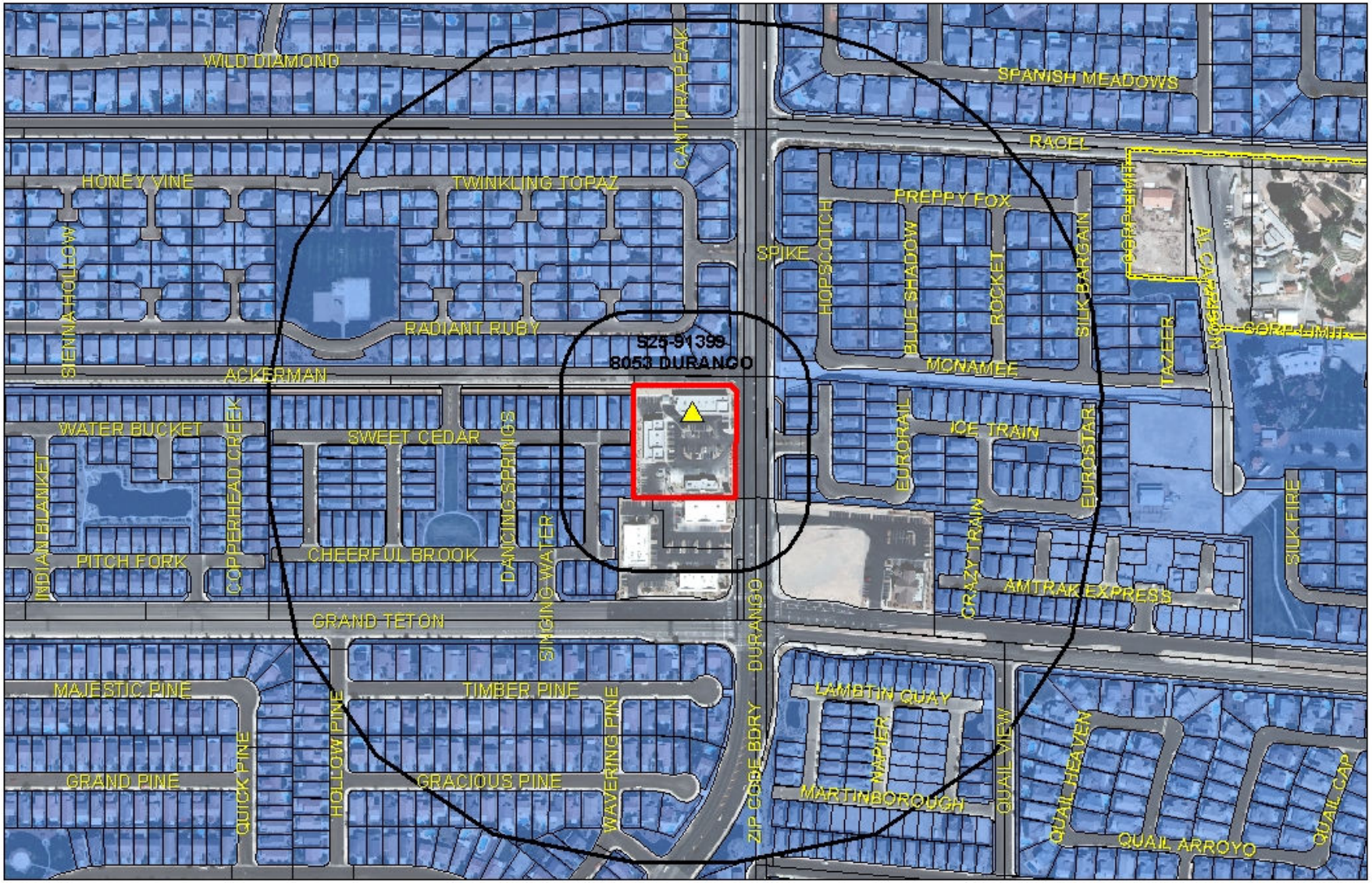
N



CASE: **SUP-36130**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-36130
Second Hand Dealers

Business Locations
Second Hand Dealers
Residential Zoning

Subject Property
200 FT & 1000 FT Buffer

0 235 470 940 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36130 - APPLICANT: MARIA BONITA - OWNER: TETON DURANGO 2008, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Secondhand Dealer use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed 1,355 square-foot suite to be used as a Secondhand Dealer use within an existing building on 1.93 acres at 8053 North Durango Drive, Suite #130. The subject site is developed with three existing structures, which are currently occupied. The proposed use of the site would be new to the area as there is not a similar use within 1,000 feet. The applicant is proposing to sell new and used clothing, as well as accessory items, such bags and purses. The proposed use is compatible with the surrounding area and meets the minimum Special Use Permit requirements for a Secondhand Dealer use; therefore, staff recommends approval of this request. Should the request be denied, Secondhand Dealer use would not be permitted at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/05/03	The City Council approved a request for Annexation (A-0038-02) to annex undeveloped property located in various parts of the city under the provisions of NRS 268.597 No. 1(b), containing approximately 495 acres. The Planning Commission recommended approval of the request.
01/24/06	A Code Enforcement case (#37811) was processed for a large dump truck repeatedly parking on the vacant lot. The case was closed by Code Enforcement on 03/10/06.
01/31/06	At the applicant's request this item was withdrawn without prejudice. The request was for a Special Use Permit (SUP-10815) for a proposed Auto Repair Garage, Minor at the southwest corner of Durango Drive and Ackerman Avenue. Staff recommended approval.
04/05/06	The City Council approved a Site Development Plan Review (SDR-10071) for a proposed 13,722 square-foot commercial development on 2.12 acres at the southwest corner of Ackerman Avenue and Durango Drive. The Planning Commission recommended approval of the request.
05/10/07	The Planning Commission denied a request for a Special Use Permit (SUP-20814) for a proposed Auto Title Loan with a Waiver to allow no distance separation from a residential property where 200 feet is required and a Waiver to allow a 1,288 square-foot establishment where 1,500 is the minimum square footage required on property located on the southwest corner of Durango Drive and Ackerman Avenue. Staff recommended denial.
09/10/09	The Planning Commission approved a Special Use Permit (SUP-35224) for accessory Package Liquor Off-Sale Establishment within a proposed 2,510 square-foot convenience store at 8053 North Durango Drive, Suite #160. Staff recommended approval of the request.

10/07/09	The City Council approved a request for a Special Use Permit (SUP-25224) for Accessory Package Liquor Off-sale within a proposed 2,510 square-foot convenience store at 8053 North Durango Drive, Suite #160. The Planning Commission and Staff recommended approval.
11/05/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #44/ao).
Related Building Permits/Business Licenses	
10/11/07	A building permit (#99632) was issued for an engineered design flood wall rear only at 8053 North Durango Drive. The permit has not received a final inspection.
03/30/09	A building permit (#7002791) was issued for a retail shell building certificate of completion at 8053 North Durango Drive. The permit has not received a final inspection.
09/10/09	A business license (Q06-00305) was issued for an engineering firm at 8053 North Durango Drive. The business license is still active.
10/01/07	A building permit (#7002792) was issued for onsite improvements at 8053 North Durango Drive. The permit expired on 03/29/08.
10/06/09	A business license (B20-01689) was issued for an office space at 8053 North Durango Drive. The business license is still active.
Pre-Application Meeting	
09/01/09	A pre-application meeting was held with the applicant where element of submitting a Special Use Permit were discussed. Topics included: • The applicant's provision of a parking ratio for a Secondhand Dealer use requirement per Title 19.04 and a parking analysis for the entire site. • The provision of a revised site plan is to include the square footage of all three buildings on site. • The exterior of the building appeared to be well-maintained.
Neighborhood Meeting	
10/26/09	A neighborhood meeting was held from 5:30 to 6:00 pm at the YMCA , Centennial Hills Community Center, Class Room #2, located at 6601 N. Buffalo Dr Las Vegas, Nevada 89131. There were two members from the development team, one member from the Council office and one staff member from the Department of Planning and Development. No members of the public attended.
Field Check	
10/01/09	During a routine site inspection performed by staff, the subject property was noted as a well maintained retail development.

Details of Application Request	
Site Area	
Gross Acres	1.93

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Retail Development	PCD (Planned Community Development)	C-1 (Limited Commercial)
North	Single-Family Residences	PCD (Planned Community Development)	R-PD6 (Residential Planned Development – 6 Units per Acre)
South	Retail Development	PCD (Planned Community Development)	C-1 (Limited Commercial)
East	Single-Family Residences	PCD (Planned Community Development)	R-PD6 (Residential Planned Development – 6 Units per Acre)
West	Single-Family Residences	PCD (Planned Community Development)	R-PD7 (Residential Planned Development – 7 Units per Acre)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Centennial Hills Sector Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	*Required*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Secondhand Dealer	1,355 sq. ft.	1:250	4		82	4	Y
Convenience Store	2,510 sq. ft.	1:175	14				

Commercial Recreation/ Amusement (Indoor)	2,800 sq. ft.	1:200	14				
Restaurant, 2,000 S.F. or more (with drive-through)	2,513 sq. ft.	1:100	25				
General Retail (Less than 25,000 sq. ft.)	4,397 sq. ft.	1:175	25				
SubTotal	13575 sq. ft.		78	4	82	4	
TOTAL	13575 sq. ft.		82		86		Y

ANALYSIS

This is a request for a proposed 1,355 square-foot Secondhand Dealer use at 8053 North Durango Drive. According to Title 19.04.010 a "Secondhand Dealer" is defined as "a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind." In the case of this establishment, the proposal is to sell primarily new and used clothing in addition to accessory items (purses, bags). The sale of secondhand goods by this applicant shall be limited to this location, and there are no other Secondhand Dealer uses within 1,000-feet. The hours of operation will be 9:00am to 8:00pm seven days a week. Title 19 does not contain any minimum separation distance requirements that apply to the proposed Secondhand Dealer use. As such, the project complies with all Title 19 requirements; therefore, staff recommends approval of this Special Use Permit.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed use is compatible with the PCD (Planned Community Development) General Plan land use designation and can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Secondhand Dealer use will be located in an existing retail development, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is via a driveway from Durango Drive, which is classified as a 100-foot wide Primary Arterial according to the Master Plan of Streets and Highways, and is adequate to facilitate the traffic generated by the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise public health, safety, or welfare as the proposed Secondhand Dealer use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Secondhand Dealer use complies with the conditions per Title 19.04.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 503 by City Clerk

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36130** APN: 125-08-806-003

Name of Property Owner: Teton Durango 2008, LLC

Name of Applicant: MARIA ABONITA

Name of Representative: William Allmon Jr.

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: W.J. Allmon Jr

Print Name: William Allmon Jr

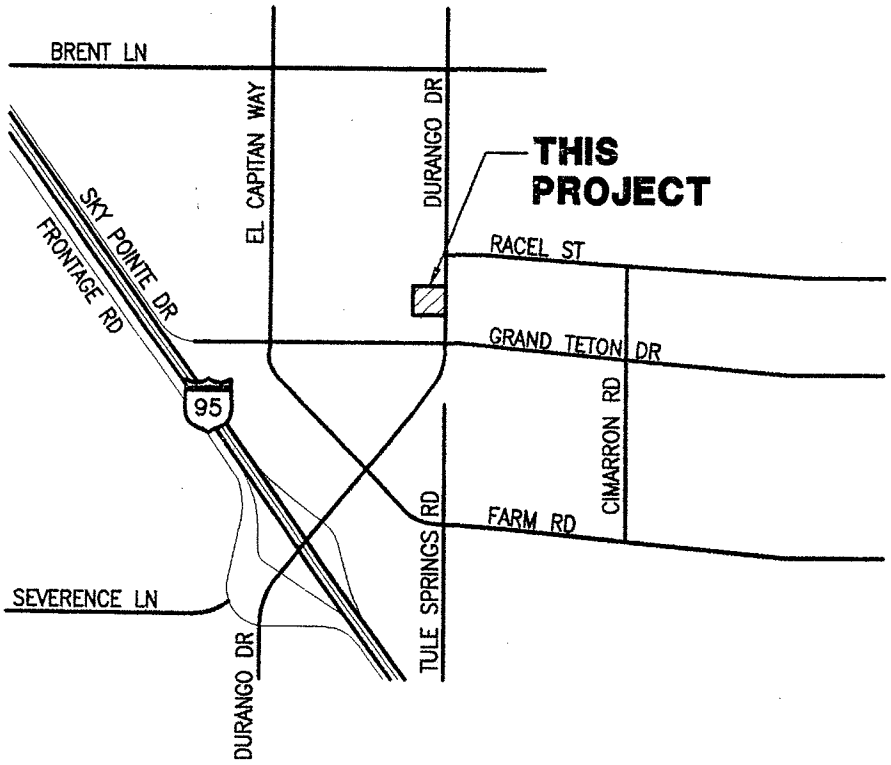
Subscribed and sworn before me

This 9th day of September, 2009

Brenda J. W. Louis

Notary Public in and for said County and State

BRENDA J. W. LOUIS
Notary Public State of Nevada
No. 93-5144-1
My appt. exp. Mar. 10, 2013

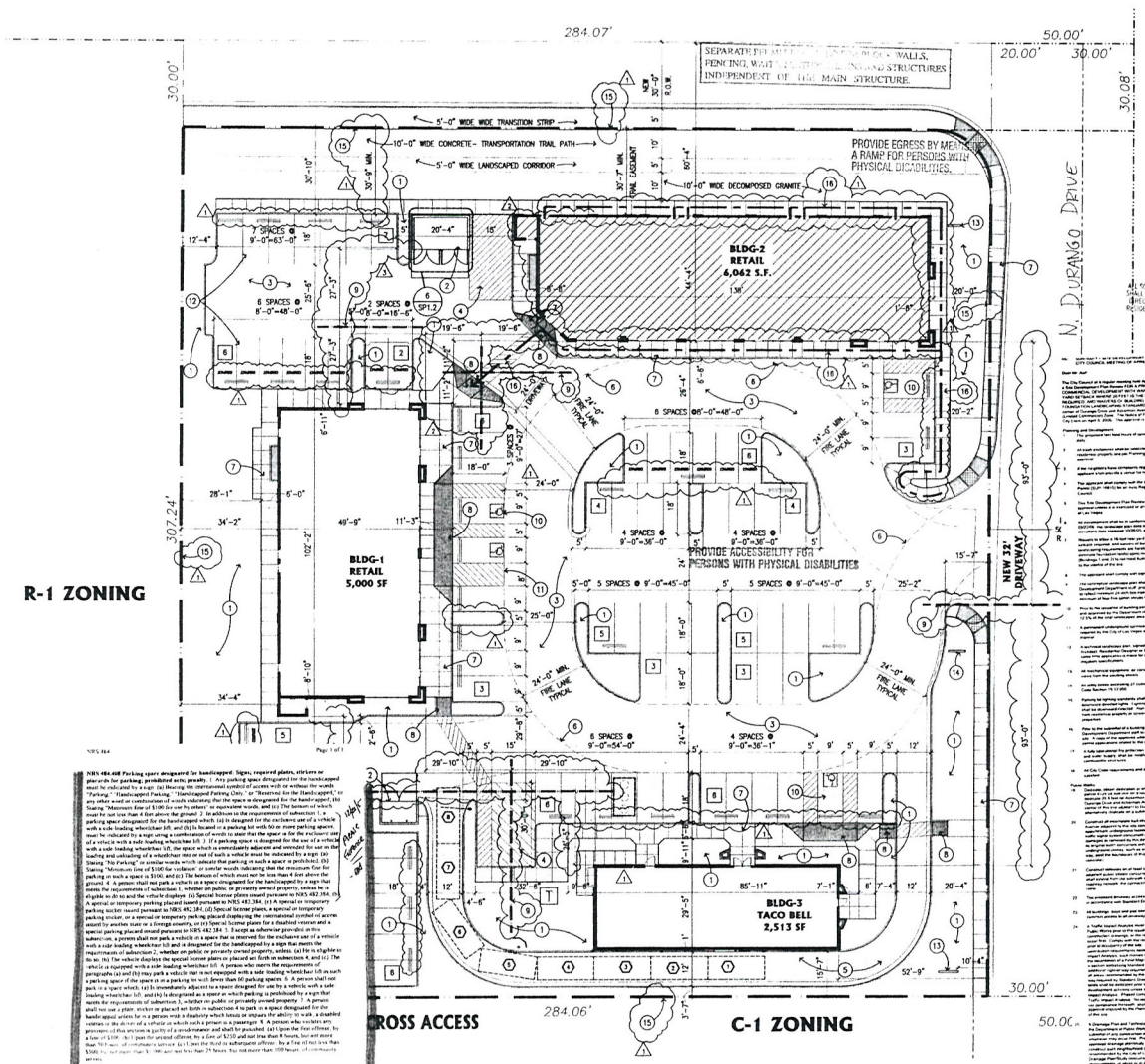


VICINITY MAP

NOT TO SCALE

RECEIVED
SEP 22 2009

SUP-36130
11/05/09 PC

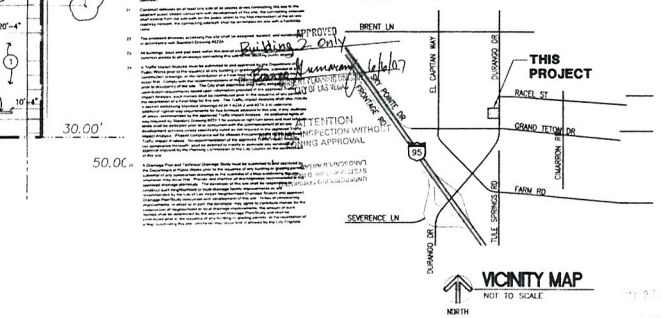


PROJECT DATA

SCOPE OF WORK :	NEW COMMERCIAL CENTER (NEW RETAIL, TACO BELL AND TIRE WORKS)
SITE LOCATION :	N OF THE NWC OF DURANGO BLVD AND GRAND TETON DRIVE
ASSESSOR'S PARCEL # :	125-08-806-003
ZONING :	C-1 ZONING
CONSTRUCTION TYPE :	V-B
GROSS SITE AREA :	112,659 S.F. (2.59 AC.)
NET SITE AREA :	87,277 S.F. (2.0 AC.)
BUILDING AREA :	RETAIL BLDG-1 : 5,000 S.F. RETAIL BLDG-2 6,062 S.F. TACO BELL : 2,513 S.F. TOTAL BUILDING AREA : 13,575 S.F.
BUILDING LOT COVERAGE :	13,620 S.F. / 87,277 S.F. = 15.6%
LANDSCAPE SITE COVERAGE :	REQUIRED : 15% X 87,277 (NET SITE) = 13,092 S.F. PROVIDED : 26% X 87,277 (NET SITE) = 22,790 S.F.
BUILDING HEIGHT :	+28'-0" MAX.
PARKING CALCULATION :	
TOTAL PARKING REQUIRED:	RETAIL BLDG-2 = 6,062 S.F. 1:175 = 34.62 = 35 RETAIL BLDG-1 = 5,000 S.F. 1:200 = 25.00 = 25 TACO BELL = 2,513 S.F. 1:100 (DIN.) = 25.13 = 26 TOTAL = 86 REQ.
TOTAL PARKING PROVIDED:	STANDARD SPACES = 62 COMPACT SPACES (23% OF TOTAL) = 20 ACCESSIBLE SPACES = 4 TOTAL SPACES = 86 = OK

KEY NOTES

1. PLANTER / LANDSCAPE, TYPICAL – REFERENCE CIVIL DOCUMENTS
2. 6'-0" HIGH DOUBLE CMU DUMPSTER ROOFED ENCLOSURE WITH METAL GATES, (COMMON FOR BUILDINGS #1 & #2) PER CITY OF LAS VEGAS STANDARDS – REFERENCE CIVIL DOCUMENTS
3. ASPHALT PAVING – REFERENCE CIVIL DOCUMENTS
4. 15'x30' LOADING ZONE – REFERENCE CIVIL DOCUMENTS
5. CONCRETE PAVED DRIVEWAY – REFERENCE CIVIL DOCUMENTS
6. 24' WIDE FIRE LANE, 28' MIN. RADIUS INSIDE AND 52' MIN. RADIUS OUTSIDE – REFERENCE CIVIL DOCUMENTS
7. CONCRETE SIDEWALK – REFERENCE CIVIL DOCUMENTS
8. ACCESSIBLE RAMP – REFERENCE CIVIL DOCUMENTS
9. DESIGNATED IMAGINARY PROPERTY LINE FOR FIRE SEPARATION DETERMINATION
10. ACCESSIBLE PARKING – REFERENCE CIVIL DOCUMENTS
11. VAN ACCESSIBLE PARKING – REFERENCE CIVIL DOCUMENTS
12. COMPACT PARKING – REFERENCE CIVIL DOCUMENTS
13. 8'-0" HIGH MONUMENT SIGN, (UNDER SEPARATE PERMIT)
14. 20'-0" MULTI TENANT SIGN (UNDER SEPARATE PERMIT)
15. EXTERIOR PROPERTY LINE WITH FIRE SEPARATION DISTANCE
16. PROVIDE ACCESSIBLE PATHS OF TRAVEL BETWEEN SEPARATE BUILDINGS ON SITE ENCOMPASSING CONNECTIONS TO SITE DEVELOPED ACCESSIBLE PATHS OF TRAVEL, RAMPS, PARKING SPACES, ALL REQUIRED SIGNAGE, AND OTHER NECESSARY APPURTENANCES AND IN COMPLIANCE WITH WITH THE AMERICANS WITH DISABILITIES ACT, 1992, THE 2003 IBC, CHAPTER 11 ACCESSIBILITY, ICC/ANSI 117.1, AS ADOPTED, AMENDED, AND ADMINISTERED BY THE LOCAL BUILDING AUTHORITY. REFERENCE CIVIL ENGINEERING DOCUMENTS BY OTHERS. ACCESSIBLE PATHS OF TRAVEL TO OTHER BUILDINGS ON SITE SUBMITTED UNDER SEPARATE APPLICATION WILL BE DEFINED ON THOSE APPLICATIONS



CLV Project #: C-0095-06

Jeff Looker Architect
2070 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
PHONE: (480) 730-1776
FAX: (480) 968-6571

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND AS SUCH SHALL REMAIN THE PROPERTY OF JEFF LOOKER, ARCHITECT. UNAUTHORIZED USE OR REPRODUCTION WITHOUT PERMISSION OF JEFF LOOKER, ARCHITECT IS PROHIBITED. THIS DRAWING IS ONLY FOR USE IN CONNECTION WITH THIS PROJECT AND SHALL NOT BE USED FOR OTHER LOCATIONS.
COPYRIGHT 2005, JEFF LOOKER, ARCHITECT.

BUILDING 2 - RETAIL

8053 N. Durango Drive, Las Vegas, Nevada

FOR: MBA ASSOCIATES
LAS VEGAS, NEVADA

SITE PLAN

REVISIONS
02/27/07 CITY COMMENTS
04/03/07 CITY COMMENTS
05/28/07 CITY COMMENTS

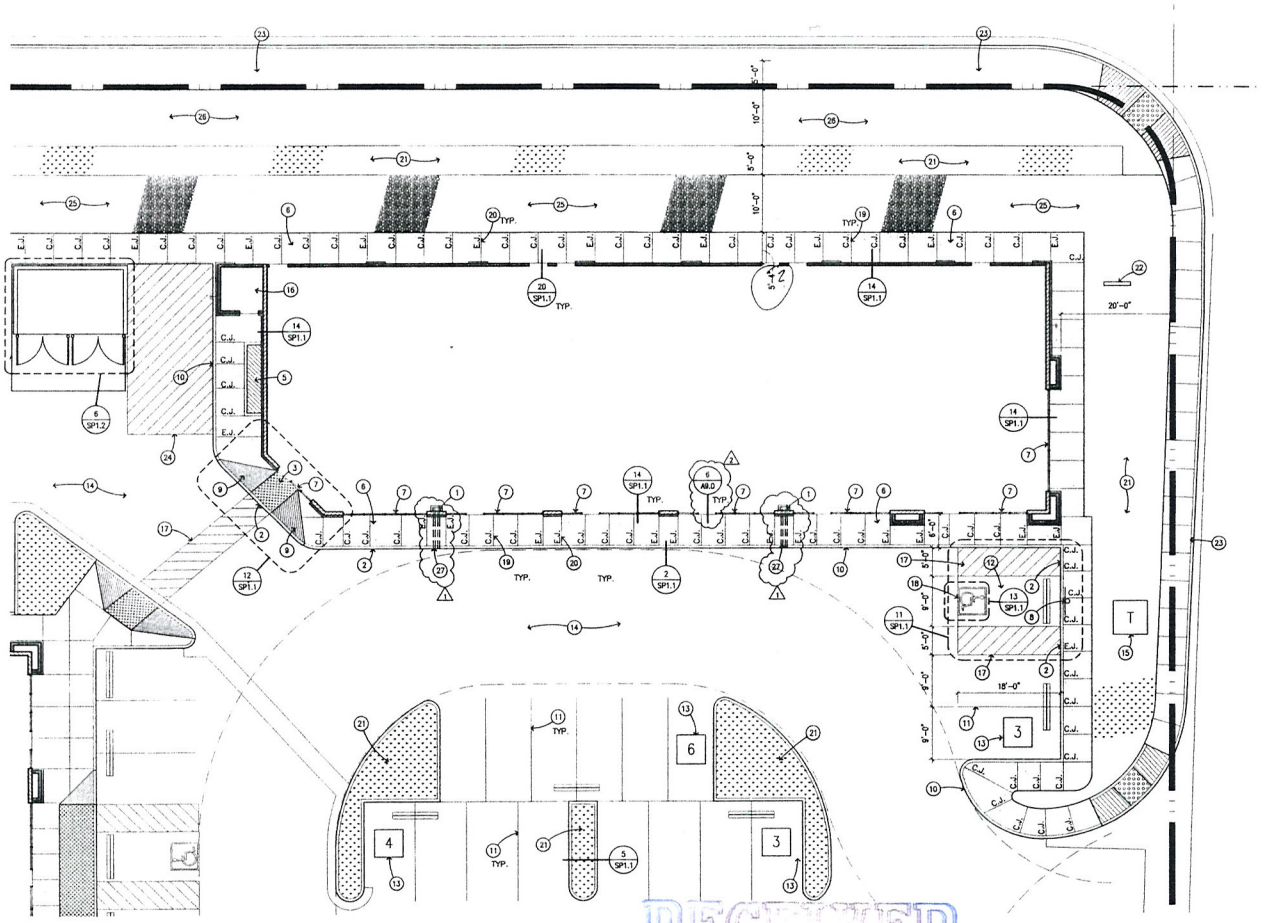
JEFF A. LOOKER REGISTERED NO. 2947 ARCHITECT STATE OF NEVADA

ISSUE DATE
PLANS APPROVED
Job No. LC-703
SHEET NUMBER SP1.0

JUN 20 2007

RECEIVED
SEP 22 2009

SUP-36130
11/05/09 PC



HARDSCAPE PLAN
SCALE: 1"=10'-0"

HARDSCAPE LEGEND

E.J. INDICATES: EXPANSION JOINT

C.J. INDICATES: CONTROL JOINT

MEDIUM BROOM FINISH STANDARD GREY COLORED CONCRETE. SLOPE TO DRAIN AWAY FROM BUILDING MIN. OF 1% and NOT TO EXCEED 2% MAX. IN ANY DIRECTION. PROVIDE CONTROL and EXPANSION JOINTS AS NOTED ON PLAN

LANDSCAPE AREA – SEE LANDSCAPE DRAWINGS FOR GROUND COVERAGE, PLANTS, TREES, SHRUBS AND/OR BUSHES. LANDSCAPE AREAS ARE TO BE DESIGN PER CITY STANDARDS

8" CMU WALL.

GENERAL NOTES

1. ALL THRESHOLDS SHALL BE NO HIGHER THAN 1/2" AND BEVELED EDGES WITH THE SLOPE BEING NO GREATER THAN 1:2.

2. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE AND CONFIRM ALL UNDERGROUND PLUMBING AND ELECTRICAL INFORMATION.

3. ALL FINISHES AND FINISH MATERIALS, COLORS OR TEXTURES SHALL BE VERIFIED BY THE ARCHITECT PRIOR TO INSTALLATION, FABRICATION OR ORDERING.

4. THE ARCHITECT ASSUMES THE GENERAL CONTRACTOR, HAS INCLUDED IN HIS BID THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNDEFINED.

5. GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION JOINTS AT ALL EXTERIOR CONCRETE – SEE PROJECT SPECIFICATIONS.

6. ELEVATION AND SIZE OF LANDINGS AND FLOORS ON EACH SIDE OF DOORS AND HEIGHTS OF THRESHOLDS, SHALL COMPLY WITH THE CURRENT EDITION OF THE U.B.C. AND/ OR I.B.C. AND THE A.D.A.

KEYNOTES

1. ROOF DRAIN & OVERFLOW LEADERS. SEE DETAIL 18/SP1.1
2. DEPRESS CURB TO ALLOW FOR SIDEWALK ACCESS RAMP. SEE DETAIL 3/SP1.1
3. PROVIDE ACCESSIBLE RAMP SIDEWALK WITH TRUNCATED DOMES DETECTABLE WARNINGS PER ICC/ANSI 117.1, 705 DETECTABLE WARNINGS, 705.3.1 TRUNCATED DOMES.
4. REFERENCE ARCHITECTURAL FLOOR PLAN SHEET A-1.0 FOR ADDITIONAL SHELL BUILDING INFORMATION
5. S.E.S. PAD LOCATION – REFERENCE ELECTRICAL DOCUMENTS
6. CONCRETE SIDEWALK – SEE CIVIL AND STRUCTURAL DWGS. FOR SLAB THICKNESS AND REINFORCING
7. STOREFRONT GLASS AND FRAME
8. ACCESSIBLE PARKING SIGN – SEE DETAIL 10/SP1.1
9. ACCESSIBLE CURB RAMP – SEE DETAIL 12/SP1.1
10. CONCRETE CURB – SEE DETAIL 2/SP1.1
11. PARKING STRIPES – SEE SITE PLAN, SHT. SP1.0
12. ACCESSIBLE PARKING – SEE DETAIL 11/SP1.1
13. INDICATES NUMBER OF PARKING SPACES IN ROW, TYP.
14. PROVIDE ASPHALT PAVING. REFERENCE CIVIL DOCUMENTS. TYPICAL.
15. PROVIDE & COORDINATE ELECTRICAL TRANSFORMER ON CONCRETE SLAB ACCORDING TO UTILITY PROVIDERS REQUIREMENTS. REFERENCE ELECTRICAL DOCUMENTS.
16. LOCATION OF FIRE RISER ROOM
17. PROVIDE 5 FT. WIDE PAINTED ACCESSIBLE STRIPING – 4" THK. MIN.
18. PROVIDE PAINTED STRIPING & SYMBOLS FOR ACCESSIBLE PARKING. SEE DETAIL 13/SP1.1
19. CONCRETE CONTROL JOINT. SEE DETAIL 9/SP1.1
20. CONCRETE EXPANSION JOINT. SEE DETAIL 9/SP1.1
21. LANDSCAPE AREA – SEE LANDSCAPE DWGS. FOR MORE INFORMATION
22. EXISTING MONUMENT SIGN
23. EXISTING CONCRETE SIDEWALK
24. PROVIDE 15 FT. WIDE PAINTED STRIPING FOR LOADING ZONE – 4" THK. MIN.
25. PROVIDE 10 FT. WIDE DECOMPOSED GRANITE
26. 10 FT. WIDE TRANSPORTATION TRAIL PATH
27. CURB BREAK AT ROOF DRAIN OUTLETS

RECEIVED
SEP 22 2009

SUP-36130
11/05/09 PC

CLV Project #: C-0095-06

Jeff Looker Architect
2070 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
PHONE: (480) 730-1776
FAX: (480) 968-6571

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND AS SUCH SHALL REMAIN THE PROPERTY OF JEFF LOOKER ARCHITECT. UNAUTHORIZED USE OR REPRODUCTION WITHOUT PERMISSION OF THE ARCHITECT IS PROHIBITED. THIS DRAWING IS PREPARED FOR USE IN CONNECTION WITH THIS PROJECT AND SHALL NOT BE USED FOR OTHER LOCATIONS.
COPYRIGHT 2006, JEFF LOOKER, ARCHITECT.

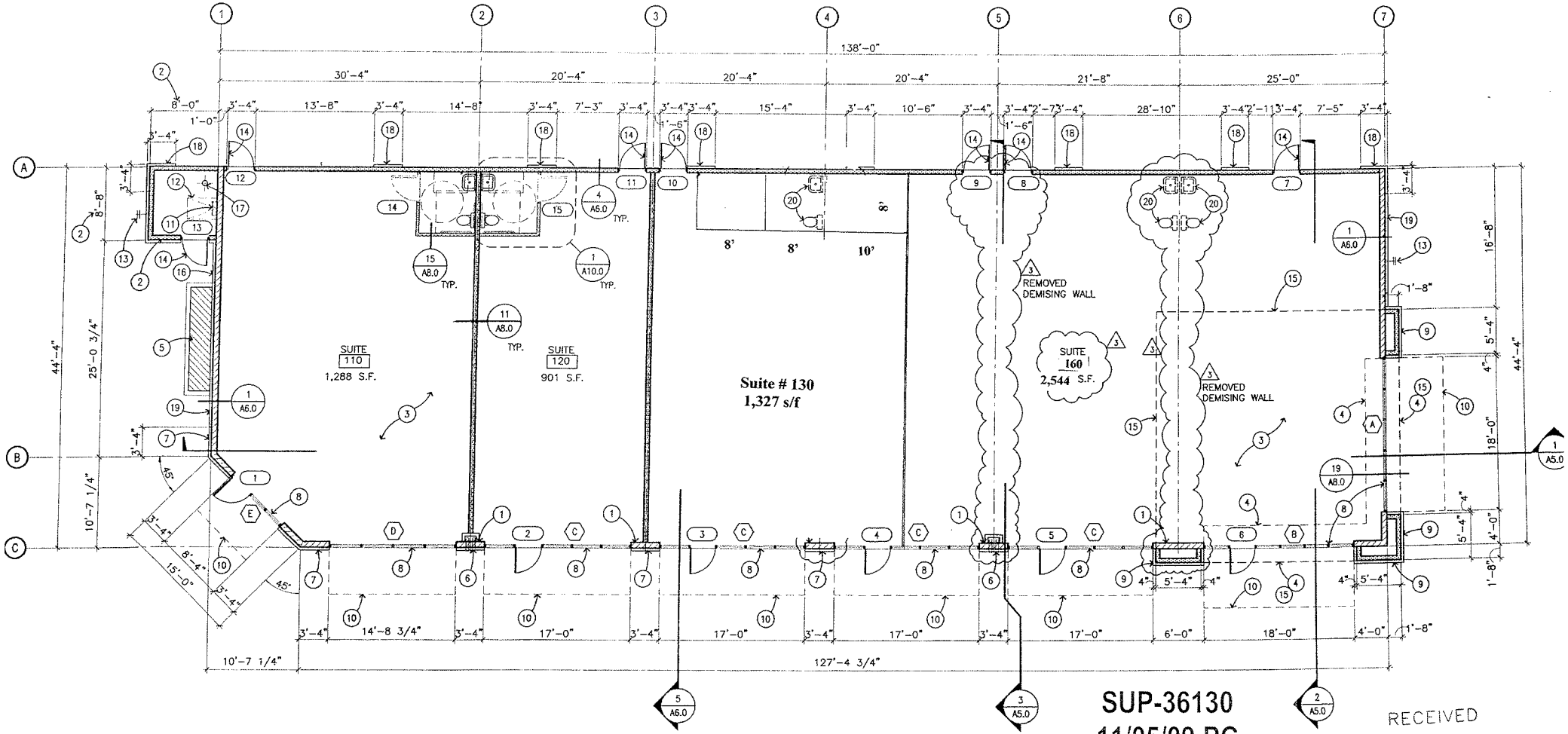
BUILDING 2 - RETAIL
8053 N. Durango Drive, Las Vegas, Nevada
FOR: MBA ASSOCIATES
LAS VEGAS, NEVADA

HARDSCAPE PLAN

REVISIONS
02/27/07 CITY COMMENTS
04/03/07 CITY COMMENTS

JEFF A. LOOKER REGISTERED NO. 2947 ARCHITECT STATE OF NEVADA

ISSUE DATE
MAR. 23, 2007
Job No.: LC-703
SHEET NUMBER: A1.1



SUP-36130
11/05/09 PC
REVISED

RECEIVED
OCT 1 2009

8053 S. Durango Dr.

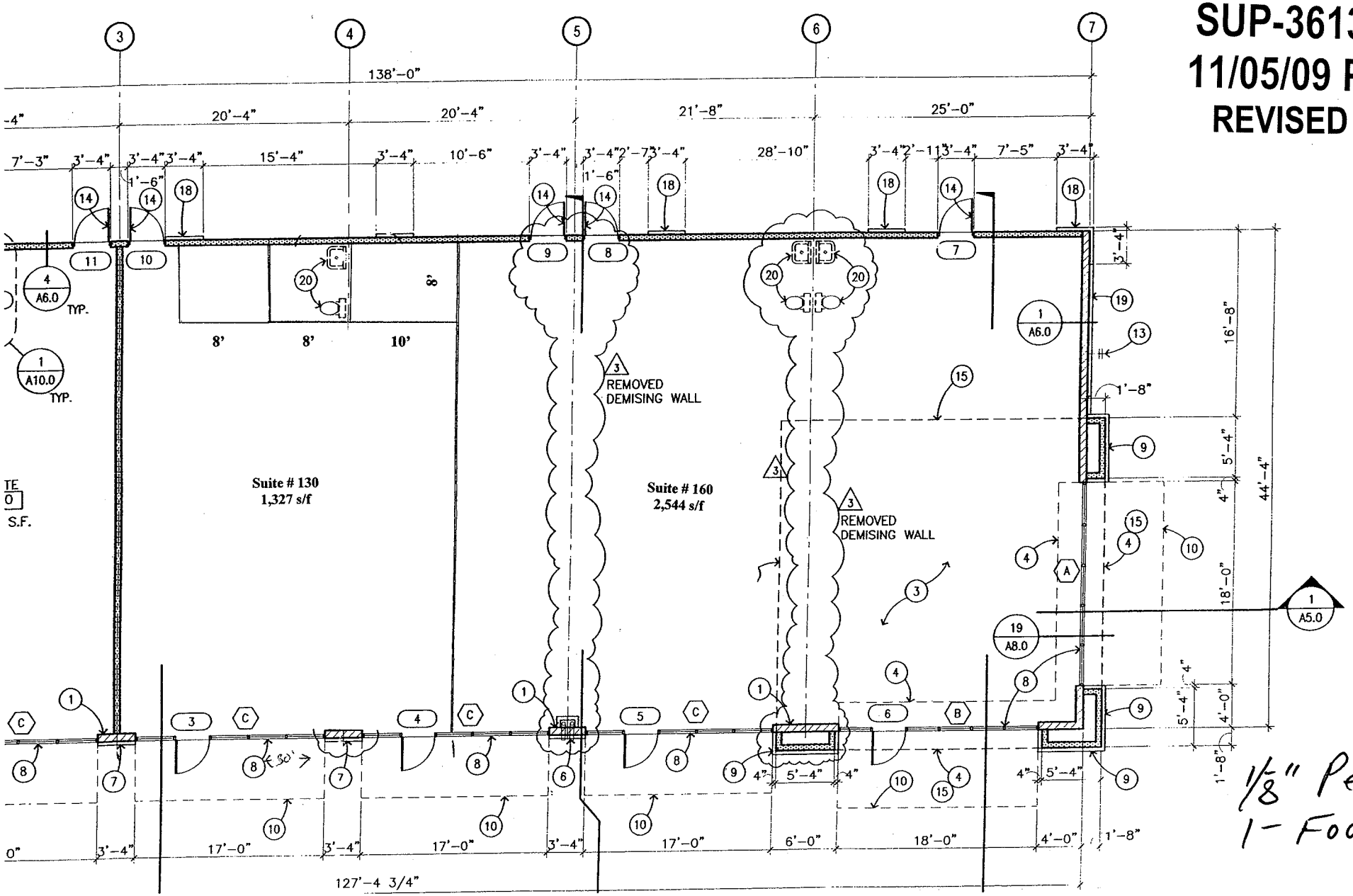
NORTH

FLOOR PLAN
SCALE: 1/8" = 1'-0"

RECEIVED
OCT 13 2009

FLOOR PLAN

SUP-36130
11/05/09 PC
REVISED

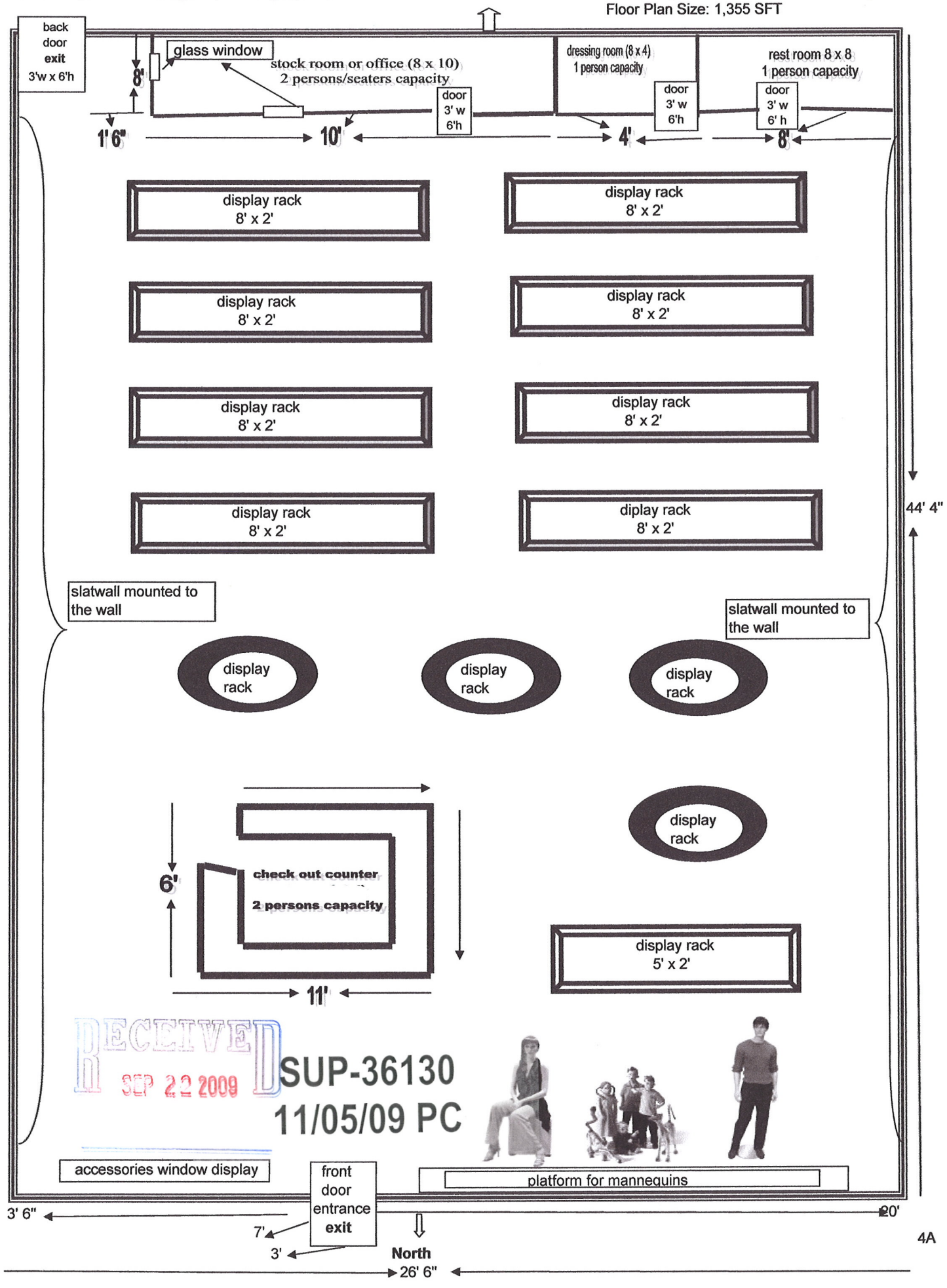


1/8" Per 1-Foot

Wonderfits Fashion Exchange Store (FLOOR PLAN)
Suite #130, 8053 N Durango Dr, Las Vegas, NV 89143

south

9/21/2009
Created by: Wonderfits Fashion Exchange, LLC
Floor Plan Size: 1,355 SFT



RECEIVED
SEP 22 2009

SUP-36130
11/05/09 PC



SUP-36130 - APPLICANT: WONDERFITS FASHION EXCHANGE, LLC - OWNER: TETON DURANGO 2008, LLC

8053 NORTH DURANGO DRIVE, SUITE #130

NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36130 - APPLICANT: WONDERFITS FASHION EXCHANGE, LLC - OWNER: TETON DURANGO 2008, LLC
8053 NORTH DURANGO DRIVE, SUITE #130
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

September 9, 2009

RECEIVED
OCT 07 2009

Maria Abonita
Wonderfits Fashion Exchange, LLC
8352 Myerlee Ct
Las Vegas, NV 89131

RE: Justification Letter to describe the project for Planning and Development Department pre-application.

Project: Wonderfits Fashion Exchange, LLC, Family Clothing
Address: 8053 N Durango Dr, Las Vegas, NV 89143

Business Description

Wonderfits Fashion Exchange or WFE is a resale and consignment apparel or store, WFE will sell combination of brand new and slightly used family clothing and accessories such as; purses, bags, belt, jewels, shoes, and scarves. WFE will sell from toddler to adult size in store and online thru eBay. The store will carry ready to wear high quality new and used general apparel and accessories. Wonderfits is a family owned business currently organized as LLC.

Wonderfits will be located at 8053 N Durango Drive, Las Vegas, NV 89143 on the corner of Durango and Grandteton in a 1,355 square foot retail space owned by the Teton Durango 2008, LLC.

Store Description

The store will be equipped with slat wall for displays, counter for the register which is to be built at the left side after the entrance, 1 (8 x12) office room, 1 (8x4) dressing room, 1 1 (8x8) rest room and several display racks. Large front windows will allow for eye-catching displays. A set of family mannequins will be displayed on the right side of the store window. The ***WONDERFITS Fashion Exchange- Family Clothing*** sign board will be displayed on the front top of the location.

Management and Employee

WFE will not hire employee for the first year of operation. The owner, Maria Abonita will be the full time manager of the store who will operate the business everyday.

Hours of operation

The store will be opened to the public 7 days a week (Monday thru Sunday) 11 hours a day from 9:00 am to 8:00 pm.

Maria Abonita
Manager
Wonderfits Fashion Exchange, LLC
702-418-8477
mcabonita@gmail.com

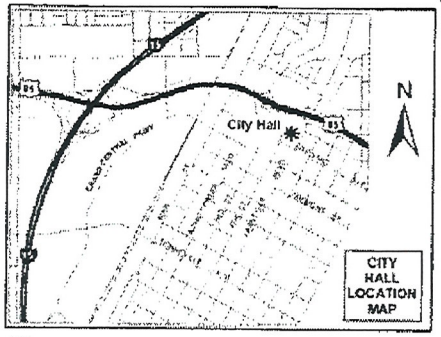
SUP-36130
11/05/09 PC
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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-36130

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 26 2009

Case: SUP-36130

12509411007
BROWN HERMAN JR & GLORIA
8133 HOPSCOTCH ST
LAS VEGAS NV 89131-3936

44P

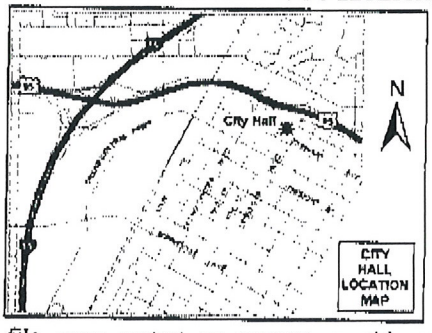
HAVDE11 89131

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 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36130
Planning Commission Meeting of 11/5/2009

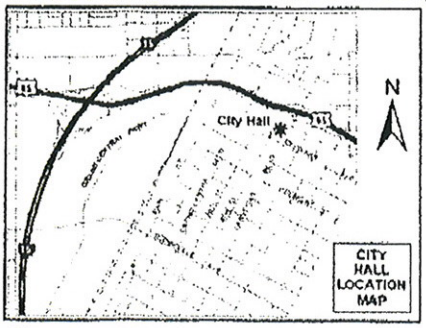
Case: SUP-36130
12508812085
ENRIQUEZ R F & L V LIV TR 2004
50 CORONA ST
SAN FRANCISCO CA 94127-2806

HAVD511 94127

44P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36130
Planning Commission Meeting of 11/5/2009

RECEIVED
NOV 02 2009

Case: SUP-36130
12508812064
MCDONALD LAURISTON & NADENE
1348 MISTY STREAM WY
CORONA CA 92881-6807

Submitted after final agenda

Date 11/02/09 Item 44P

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-36423 - REVIEW OF CONDITION – PUBLIC HEARING - APPLICANT/OWNER: BELL REAL ESTATE COMPANY - Request for a Review of Conditions #3 and #4 of a previously approved Major Modification (SDR-21141) to an approved Site Development Plan Review (SDR-11676) TO DELETE THE REQUIREMENTS FOR RIGHT-OF-WAY IMPROVEMENTS PER THE DOWNTOWN CENTENNIAL STREET STANDARDS IN CONDITION #3 AND DELETE THE REQUIREMENT FOR ALL TREES IN CONDITION #4 on 1.77 acres at 2030, 2112, 2100, and 2114 Industrial Road (APNs 162-04-704-008, 162-04-802-001, 002, 003 and 004), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL

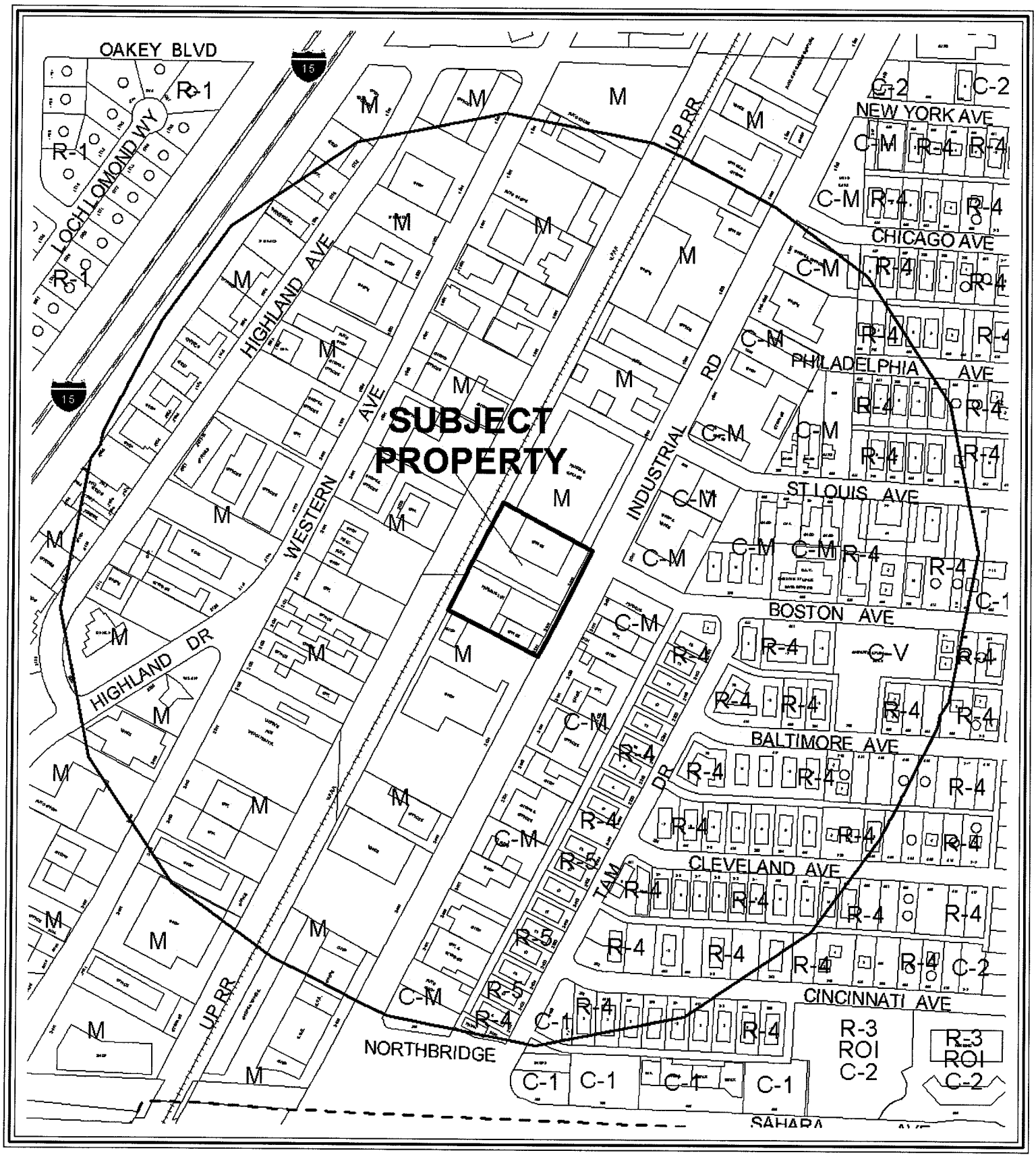
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-21141



CASE: **ROC-36423**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



CASE: **ROC-36423**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 400 800 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-36423 – REVIEW OF CONDITION – SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: BELL REAL ESTATE COMPANY

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions of approval of the Site Development Plan Review (SDR-21141) and all other site related actions as required by the Planning and Development Department and Department of Public Works, except as amended herein.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 04/09/07, except as amended by conditions herein or by subsequent Review of Condition.

3. Change Condition #3 in its entirety to read, "Right-of-Way improvements in accordance with the Downtown Centennial Plan Streetscape Standards shall be incorporated into the site plan comprised of a minimum five-foot wide amenity zone and 10-foot wide unobstructed sidewalk along Industrial Road. (2) A total of eight handicapped accessible parking spaces for the automotive repair component shall be incorporated into a revised site plan."

4. Change Condition #4 I its entirety to read, "A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include the following changes from the conceptual site/landscape plan: (1) Provide zero 15-foot tall shade trees spaced 30-feet on center within the amenity zone."

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site has a Limousine/Taxi Service with an approved Site Development Plan Review (SDR-21141) for a 401,140 square-foot, 79-foot tall parking structure with an 80,000 square-foot Auto Repair Garage (Major) , first floor office, and 1,015 space parking garage. The applicant is requesting a Review of Condition # 3 section (1), and Condition #4 of the previously approved Site Development Plan Review (SDR-21141) to delete the requirements to comply with the Downtown Centennial Plan Streetscape Standards by eliminating the requirement of all 15 trees along Industrial Road within the amenity zone. The applicant believes the trees are an obstruction to safe site visibility for vehicles entering and/or exiting the garage.

The Planning and Development Department met with the Department of Public Works to discuss the concerns brought forth by the applicant regarding the Sight Visibility Restriction Zone (SVRZ) for the subject site. LVMC 18.12.210 requirements were reassessed and adjusted to expand the SVRZ, thereby eliminating a total of seven (7) trees (three on the south side and four (4) on the north side of the amenity zone) that could possible affect safely entering/exiting the parking garage. Staff is recommending denial of this request, as LVMC 18.12.210 requirements for the SVRZ do not expand over the entire amenity zone.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval on 01/26/06.
07/12/06	The City Council approved a request for a Site Development Plan Review (SDR-11676) for a proposed 25,906 square-foot Auto Repair Garage (Major), 1 1,208 space-parking garage and a waiver of the Downtown Centennial Plan setback requirement on 1.77 acres at 2030, 2112, 2100, and 2114 Industrial Road. The Planning Commission recommended approval on 06/08/06.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/20/07	The City Council approved a request for a Major Modification (SDR-21141) to an approved Site Development Plan Review (SDR-11676) for a proposed 401,140 square-foot, 79-foot tall Parking Structure with an 80,000 square-foot Auto Repair Garage (Major), first floor office, and 1,015-space parking garage and a waiver of the zero foot front setback requirement on 1.77 acres at 2030, 2112, 2100, and 2114 Industrial Road. The Planning Commission recommended approval on 05/24/07.
Related Building Permits/Business Licenses	
07/20/01	A business license (T02-00026) was issued for a Limousine Service at 2030 Industrial Road.
11/27/06	A building permit (768800) was issued to demolish the entire building at 2114 Industrial Road for a future parking garage. The permit was finalized on 02/11/07.
07/25/08	Plan Check C-0047-07 was issued for a six-story parking garage at 2000 Industrial Road. All departments approved the plans on 03/16/09.
01/27/09	A building permit (132329) was issued for a trash enclosure at 2000 Industrial Road. The permit is still open.
02/23/09	A building permit (7003068) was issued for a six-story parking garage at 2000 Industrial Road. 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	1.77

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Limousine Service	LI/R (Light Industry/Research)	M (Industrial)
North	Parking Garage	LI/R (Light Industry/Research)	M (Industrial)
South	Retail Establishment	LI/R (Light Industry/Research)	M (Industrial)
East	Offices and Retail Establishments	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
West	Offices and Retail Establishments	LI/R (Light Industry/Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site has a Limousine/Taxi Service with an approved Site Development Plan Review (SDR-21141) for a 401,140 square-foot, 79-foot tall parking structure with an 80,000 square-foot Auto Repair Garage (Major) , first floor office, and 1,015 space parking garage. The applicant is requesting a Review of Condition # 3 section (1), and Condition #4 of the previously approved Site Development Plan Review (SDR-21141) to delete the requirements to comply with the Downtown Centennial Plan Streetscape Standards by eliminating the requirement of all 15 trees along Industrial Road in the amenity zone for safety reasons.

DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS	ORIGINAL APPROVAL	MODIFICATION PER STAFF FOR VISIBILITY	CURRENT REQUEST
15- 36" trees *	15 Trees (36" box)	8 Trees (36" box)	Zero (0) Trees 141- 5 gallon shrubs 21- 1 gallon shrubs

* The Downtown Centennial Plan Streetscape for north-south streets requires 36-inch box trees at 15 to 20 feet intervals (no requirements for shrubs). Where perimeter landscape is required along interior lot lines, the minimum requirement is one 24-inch box tree every 20 feet on center with four (5) gallon shrubs per each required tree.

FINDINGS

The Planning and Development Department met with the Department of Public Works to discuss the concerns brought forth by the applicant regarding the Sight Visibility Restriction Zone (SVRZ) for the subject site. LVMC 18.12.210 requirements were reassessed and adjusted to expand the SVRZ. Staff reviewed the previous requirements of the streetscape and agreed to eliminate a total of seven (7) trees (three (3) to the south and four (4) to the north of the entrance/exit) that fall within the new SVRZ to protect sight visibility for entering/exiting

vehicles, but does not support the applicant's request to delete all 15 trees; therefore is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 132

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-36423** APN: 162-04-704-008; 162-04-802-001-004

Name of Property Owner: Bell Real Estate Company

Name of Applicant: Bell Real Estate Company

Name of Representative: Tabitha Fiddyment Kaempfer Crowell Renshaw Gronauer & Fiorentino

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: BRENT BELL

Subscribed and sworn before me

This 14th day of October, 2009

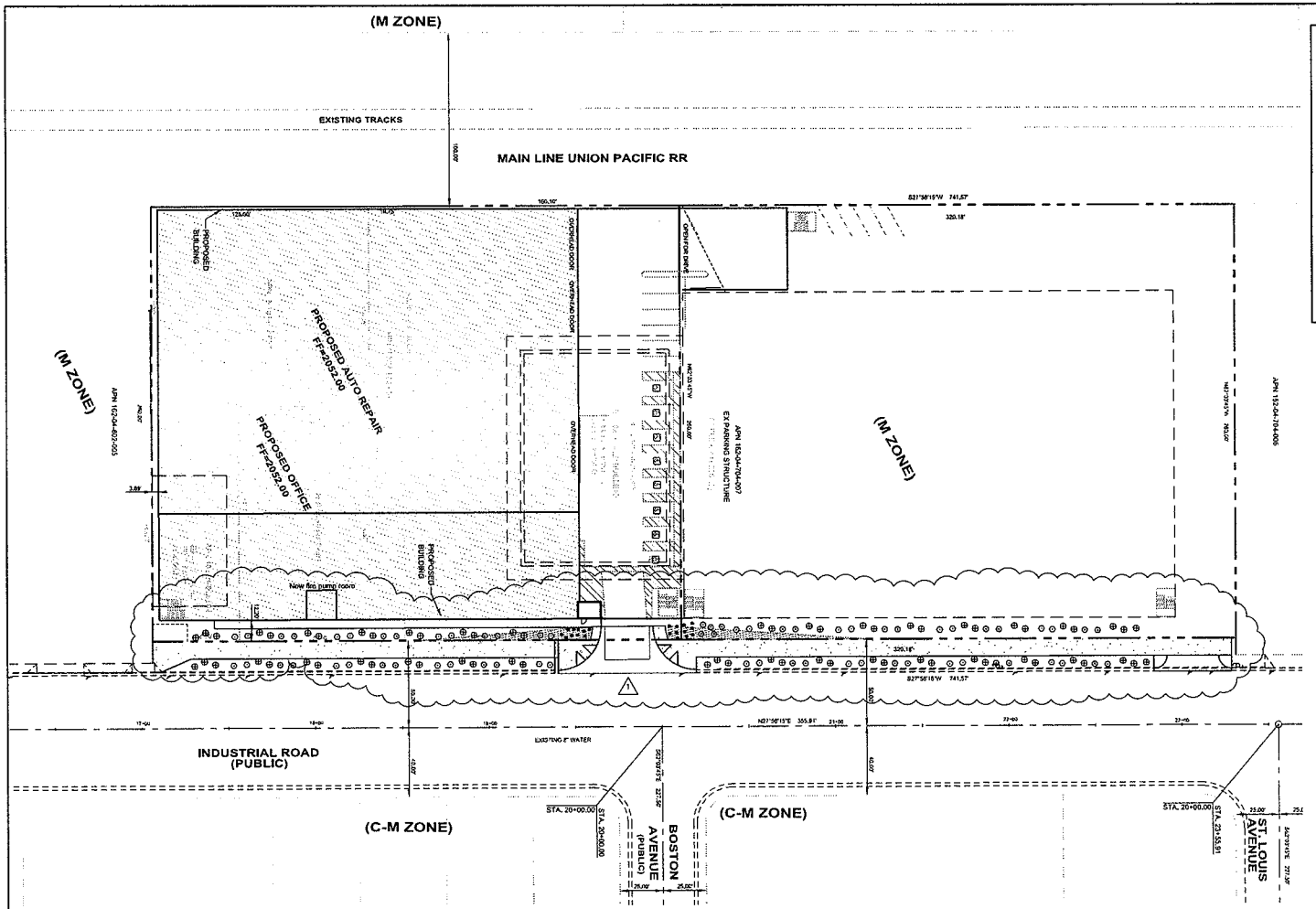
Deborah N. Garceau

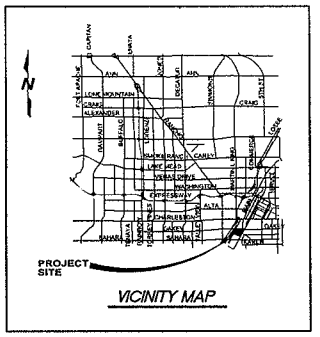
Notary Public in and for said County and State

Revised 11-14-06 \depot\Application Packet\Statement of Financial Interest.doc

826615.1

Deborah N. Garceau
Notary Public
State Of Nevada
My Appointment Expires March 8, 2011
Certificate No: 99-35724-1





VICINITY MAP

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

N

PLANT LIST:

NUMBER OF PLANTS	SYMBOL	BOTANICAL NAME – COMMON NAME	SIZE
8		RHUS LANCEA – African Sumac	24" BOX
8		ACACIA STENOPHYLLA – Shoestring Acacia	24" BOX
21		OPHIOPOGON JAPONICUS – Mondon Grass	1 GALLON
42		LIGUSTRUM TEXANUM – Texas Privet	5 GALLON
32		XYLOSMA CONGESTUM – Shiny Xylosma	5 GALLON
67		FEIJOA SELLOWIANA – Pineapple Guava	5 GALLON

LEGEND

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY/ PARCEL LINE
- CENTER LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING SANITARY SEWER LINE/ MANHOLE
- EXISTING WATER LINE/ GATE VALVE
- EXISTING GAS LINE
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- PROPOSED WATER METER
- EXISTING STRUCTURE
- PROPOSED STRUCTURE

Call before you OVERHEAD 1-702-227-2929

Call before you Dig. 1-800-227-2600

Call Underground Service Alert 1-702-455-7511 1-702-228-8611

RECEIVED

OCT 16 2009

CITY OF LAS VEGAS PLANNING & DEVELOPMENT DEPT. DATE

CITY OF LAS VEGAS TRAFFIC ENGINEERING SECTION DATE

CLV #19167

No.	REVISIONS	DATE
1	REMOVE ALL TREES AND REPLACE WITH PLANTS PLANT MATERIAL AS SHOWN TO EXCEED 24"	03-04-09

DRAWN BY: R.B | CHECKED BY: LLC | FILE NUM.

DATE: OCT. 2007

BELL REAL ESTATE, LLC

CONSULTING

10845 GRIDA VALLEY PARKWAY, SUITE 100-#325
HENDERSON, NEVADA 89074
PHONE: (702) 239-1141 FAX: (702) 914-4844

BELL TRANSPORTATION
PARKING STRUCTURE
APN #162-04-704-008, 162-04-802-001THRU 004

SITE PLAN

LANDSCAPE PLAN

LEONARD L. CHRISTOPHERSON EXP. 12/31/10 CIVIL No. 15257 STATE OF NEVADA REGISTERED PROFESSIONAL ENGINEER 03-04-09

ENGINEER'S SEAL

SCALE: 1"=30'

SHEET NUMBER: 5 OF 5

DRAWING

ROC-36423

12-02-09 CC

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

TABITHA D. FIDDYMENT
tfiddyment@kcnvlaw.com
702.792.7051

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702 796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

September 3, 2009

VIA HAND DELIVERY

CITY OF LAS VEGAS PLANNING & DEVELOPMENT
731 S. Fourth Street
Las Vegas, NV 89101

Re: ***Justification Letter – Review of Conditions***
Bell Real Estate, LLC
APN #162-04-704-008 and 162-04-802-001 thru 004

To Whom it May Concern:

This office represents the applicant in the above referenced matter. This application is a request to review and waive conditions #3 and #4 of SDR-21141. The subject site is located on Industrial Road and is currently planned for industrial uses. The site is developed as a parking garage for taxi cab and other Bell Transportation vehicles.

The applicant seeks to waive a portion of the landscaping requirements in conditions #3 and #4 of the SDR. Specifically, the applicant is requesting that the requirement to include trees within the landscape buffer be waived as they are an obstruction to safe site visibility for vehicles entering and exiting the garage. Due to the depth of the driveways and the speed with which vehicles travel on Industrial Road, the trees create an unsafe obstruction to adequate visibility.

We appreciate your kind consideration of our request. Please let me know if you have any questions or concerns or if I can provide you with any additional information.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Tabitha Fiddyment

Tabitha D. Fiddyment

TDF/sli

ROC-36423
12-02-09 CC

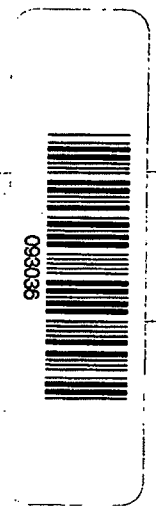
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



June 22, 2007

Mr. Brent Bell
Bell Real Estate, LLC
1902 Industrial Road
Las Vegas, Nevada 89102

RE: SDR-21141 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JUNE 20, 2007

Dear Mr. Bell:

The City Council at a regular meeting held June 20, 2007 APPROVED the request for a Major Modification to an approved Site Development Plan Review (SDR-11676) FOR A PROPOSED 401,140 SQUARE-FOOT, 79-FOOT TALL PARKING STRUCTURE WITH 80,000 SQUARE FOOT AUTO REPAIR GARAGE (MAJOR), FIRST FLOOR OFFICE, AND 1,015-SPACE PARKING GARAGE AND A WAIVER OF THE ZERO FOOT FRONT SETBACK REQUIREMENT on 1.77 acres at 2030, 2112, 2100, and 2114 Industrial Road (APNs 162-04-704-008, 162-04-802-001, 002, 003 and 004), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 21, 2007. This approval is subject to:

Planning & Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 04/09/07, except as amended by conditions herein.

3. A revised site plan shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a building permit to reflect the changes herein. (1) Right-of-Way improvements in accordance with the Downtown Centennial Plan Streetscape Standards shall be incorporated into the site plan comprised of a minimum five foot wide amenity zone and 10 foot wide unobstructed sidewalk along Industrial Road. (2) A total of eight handicapped accessible parking spaces for the automotive repair component shall be incorporated into a revised site plan.

4. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Public Works

14. Per the approved Master Plan of Streets and Highways (MSH-13509), dedicate an additional 10 feet of right-of-way for a total half-street width of 50 feet on Industrial Road prior to the issuance of any permits. This dedication shall not be enforced where existing buildings are within the requested dedication area.

15. Submit an application for a deviation from Standard Drawing #222a for the driveway accessing this site from Industrial Road.

16. Landscape and maintain all unimproved right-of-way, if any, on Industrial Road adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Submit an Encroachment Agreement for all landscaping, if any, located in the Industrial Road public right-of-way adjacent to this site prior to occupancy of this site.

18. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

19. Site development to comply with all applicable conditions of approval for SDR-11676 and all other site-related actions.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Landon Christopherson
Peak Development Services
6402 McLeod Drive, Suite #2
Las Vegas, Nevada 89102

ROC-36423
12-02-09 CC

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 2, 2009

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

DIR-35476 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: WESTLEIGH NEIGHBORHOOD ASSOCIATION - OWNER: PEDRO FLORES, ET AL - Request to designate the Westleigh Neighborhood as an Historic District on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-35007), generally bounded by a public alley approximately 160 feet south of Charleston Boulevard on the north, Valley View Boulevard on the west, Oakey Boulevard on the south and Cashman Drive on the east, (APNs Multiple), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) recommends DENIAL. Staff recommends APPROVAL

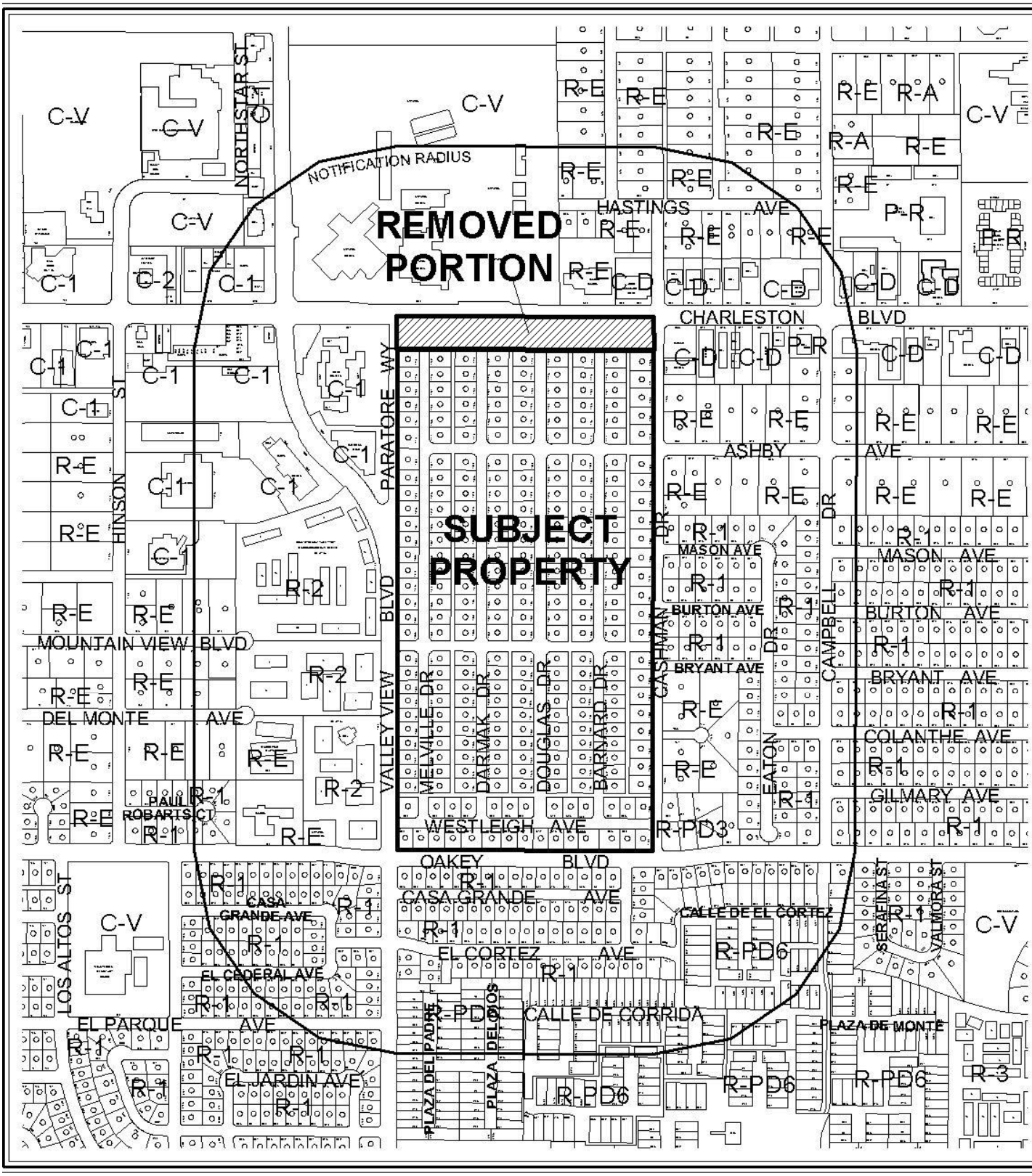
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**169**	**Planning Commission Mtg.**	**34**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-0-1 vote) recommends DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Historic Preservation Commission (HPC-35007) Westleigh Application
4. Historic Preservation Commission Staff Report (HPC-35007)
5. Historic Preservation Commission Protest/Support Postcards
6. Westleigh Neighborhood Historic Resource Survey Text
7. Westleigh Neighborhood Historic Resource Survey Images
8. Westleigh 10-22-2009 Neighborhood Meeting Sign-In Sheet
9. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 54

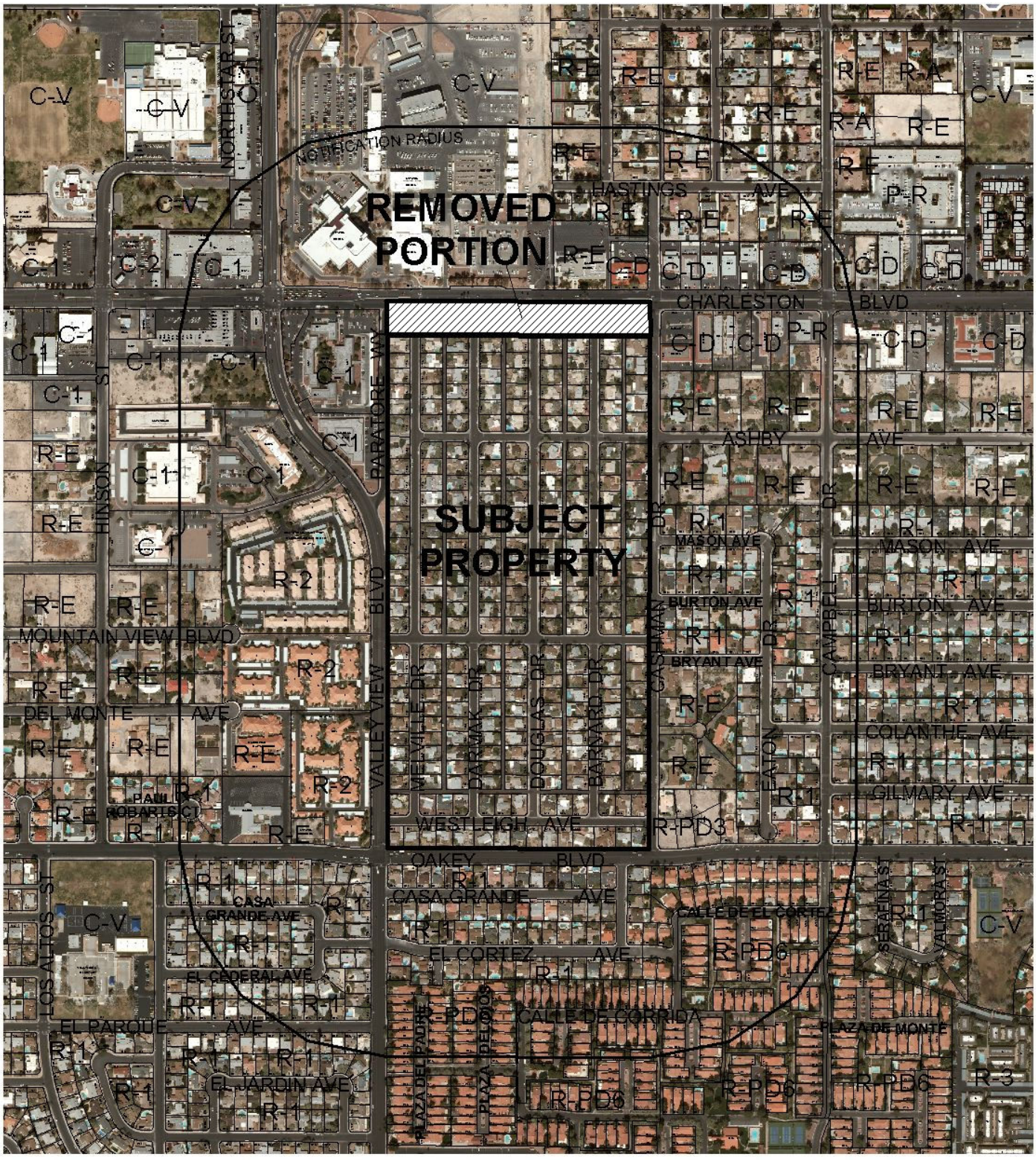


CASE: **DIR-35476**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-1 (SINGLE FAMILY RESIDENTIAL)



0 500 1000 Feet

CASE: **DIR-35476**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-35476 - APPLICANT: WESTLEIGH NEIGHBORHOOD ASSOCIATION - OWNER: PEDRO FLORES, ET AL

** CONDITIONS **

The Planning Commission (6-0-1/gt vote) recommends DENIAL. Staff recommends APPROVAL.

** STAFF REPORT **

APPLICATION REQUEST

This is a request to designate the Westleigh Neighborhood as an Historic District on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-35007), generally bounded by a public alley approximately 160 feet south of Charleston Boulevard on the north, Valley View Boulevard on the west, Oakey Boulevard on the south and Cashman Drive on the east (APNs Multiple), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian).

The Historic Preservation Commission voted to approve the nomination for designation (with conditions) as an Historic District on July 22, 2009 based on the district's ability to meet the requirements for historic designation as listed in Title 19.06.090 I. Designation of Landmarks, Historic Properties and Historic Districts.

The conditions of designation as approved by the Historic Preservation Commission on July 22, 2009 are as follows:

1. Parcels zoned C-D (Designed Commercial) along Charleston Boulevard will be removed from historic district boundaries.

The designation of a Landmark, Historic Property or Historic District shall be indicated by the "H" symbol on the zoning maps of the City. The use and development of property affected by a designation shall be governed by [19.06.090 H HISTORIC DESIGNATION] and applicable Design Guidelines adopted there under, as well as by the regulations pertaining to the underlying zoning classification(s) for the property, other provisions of the Zoning Code, the City's subdivision regulations and the General Plan. Therefore, whenever it is proposed to alter, remodel, build, or otherwise develop or landscape property that is designated as a Landmark or Historic Property, or that is located within a designated Historic District, and a building permit or other development or zoning permit is required for such work, the applicant must first obtain the approval of the HPC.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/01/92	City Council adopted the General Plan with Historic Preservation Plan component.
02/22/92	City Council adopted an amendment to the Municipal Code of the City of Las Vegas which added an historic preservation ordinance, and established the Historic Preservation Commission. Today, the City of Las Vegas Historic Preservation Ordinance is found in the Zoning Code, Title 19.06.090 H HISTORIC DESIGNATION.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/20/09	Planning & Development held an open house meeting at Vegas Verdes Elementary School, 4000 El Parque Avenue, Las Vegas, to discuss historic district designation, process and implications. All property owners were notified via mail.
05/21/09	Planning & Development held an open house meeting at the Development Services Center, 731 S. Fourth Street, Las Vegas, to discuss historic district designation, process and implications. All property owners were notified via mail.
06/24/09	Historic Preservation Commission approved nomination report for the Westleigh Neighborhood and scheduled public hearing for the designation as an historic district on the city of Las Vegas Historic Property Register for July 22, 2009 HPC meeting.
07/22/09	Historic Preservation Commission approved request to designate the Westleigh Neighborhood as an historic district (with conditions), and schedule for Planning Commission.
11/05/09	The Planning Commission voted 6-0-1/gt to recommend DENIAL (PC Agenda Item #54/cm).

Neighborhood Meeting	
10/22/09	Concerns primarily pertain to the impacts of historic district designation to property owners. Comments: • Objection to an additional layer of review for permit applications. • What are the specific restrictions on alterations or new construction for historic properties? • How will the Historic Preservation Commission use the recommendations from the Westleigh Neighborhood Historic Resource Survey to create design guidelines? • Will property owners be allowed to make changes otherwise approved in the Title 19 Zoning Code (i.e., ADA ramps, second story, etc.)? • Will the Westleigh Neighborhood receive representation on the Historic Preservation Commission? • Will there be an increase to property taxes? • Are there fees associated with Historic Preservation Commission review? • Will property owners be required to “restore” their homes retroactively if designated? • What are the different review standards for contributing vs. non-contributing properties?

ANALYSIS

The Westleigh Neighborhood, generally bounded by a public alley approximately 160 feet south of Charleston Boulevard on the north, Valley View Boulevard on the west, Oakey Boulevard on the south and Cashman Drive on the east, has been determined eligible for listing on the City of Las Vegas Historic Property Register as a Historic Property by the Historic Preservation Commission.

The Westleigh neighborhood is made up of Westleigh Tracts One through Five, and comprises 288 properties whose construction dates range from 1951 to 1967, with most constructed in 1953 or 1954. All parcels are developed and a few have been completely redeveloped. Most properties have been altered to some degree, however, and some (mostly commercial properties) have been altered inappropriately with respect to the historic character of the neighborhood. This report finds that 161 properties in Westleigh are contributing to the potential Historic District, and 127 are not. In other words, fifty-six percent (56%) of the properties retain sufficient integrity to contribute to a district. The neighborhood is an established and familiar feature in this area of the City because of its physical appearance.

Historic Significance

The homes in the Westleigh neighborhood reflect the city's social and economic past, in that they are a an inner ring suburb of the city constructed in the second wave of mid-century home building, the first being the World War II-era housing for defense workers and military families. In the post-war era, home building in Las Vegas was encouraged by federally-insured loan programs guaranteed by the Federal Housing Administration and the Veterans Administration. Home building was also necessary, as the city was expanding rapidly and the demand for new homes was high. They are also an established and familiar feature in this area of the City because of their physical appearance and street plan. They are a good representation of mid-century suburban residential development and retain good historic and architectural integrity.

Architecturally, the homes reflect a transition between the earlier Minimal Traditional style of the 1940s and the Ranch style of the 1950s and 1960s. The design of the subdivision itself represents a transition between an earlier subdivision style associated with pre-World War II years and the post-war, curvilinear subdivision style with no alleys. The homes are the epitome of modest efficiency in plan layout and massing.

The homes were developed by the Federal Development Company of Nevada, an established company in Las Vegas with offices in the Cornet Building at Fourth and Fremont. The company also developed Hyde Park, northwest of Westleigh, and a 350-home tract in Henderson in 1951.

Financing for the Westleigh homes was provided by the Bank of Nevada and the Federal Housing Administration or Veterans Administration. The sales office and model house was at 3301 Cashman Drive, at the corner of Cashman and West Charleston Boulevard.

FINDINGS

The Westleigh Neighborhood meets the following requirements for Historic District designation, as stated in the City of Las Vegas Title 19.06.090, Designation of Landmarks, Historic Properties and Historic Districts, section I: Subsections 1b(i-iii)(A-B), and 3(a)(i-iii):

I. Designation of Landmarks, Historic Properties and Historic Districts

1. An individual property, building, structure or archeological site may be designated as a Landmark if it demonstrates exceptional importance by qualifying under Subparagraphs (a) or (b) below:

a. It meets the criteria for listing on the State or National Register of Historic Places.

b. It is determined to be of exceptional significance and expresses a distinctive character because:

(i) A significant portion of it is at least fifty (50) years old;

(ii) It is reflective of the City's cultural, social, political or economic past; and

(iii) Either:

A. It is associated with a person or event significant in local, state or national history; or

B. It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

3. An area may be designated as a Historic District if:

a. The area:

i) Includes a substantial concentration of properties, buildings or structures which individually meet the criteria in Subsection (1) of this Section, as well as other properties, buildings or structures which contribute generally to the overall distinctive character of the area and are united historically or visually by plan or physical development;

ii) Is bounded by documented historic boundaries such as early roadways, canals, subdivision plats or property lines, or by boundaries which coincide with logical physical or man-made features and reflect recognized neighborhood or area boundaries; and

iii) Includes non-contributing properties or vacant parcels only to the extent necessary to establish appropriate, logical or convenient boundaries; or

b. The area includes or is composed of one or more archeological sites.

The City of Las Vegas supports the preservation of historic resources with the following documents:

1) **The City of Las Vegas *Priorities*:**
   • Revitalize and invigorate our mature areas and the urban core
   • Support and encourage sustainability, livability, and pride in our neighborhoods

2) **The *City of Las Vegas Master Plan 2020*:**

   Reurbanization
   OBJECTIVE 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.

   Neighborhood Revitalization Area
   GOAL 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.

3) **The City of Las Vegas *Historic Properties Preservation Plan Element*:**

   Goal: Promote the educational, cultural, economic, and general welfare of the public through the preservation, maintenance and protection of structures, sites and districts of significant historic, architectural, and archaeological interest within Las Vegas.

   Objective 1: Promote the preservation, maintenance and protection of structures, sites and districts of historic interest within Las Vegas.

   Objective 4: Promote and encourage the stability of designated historic neighborhoods, sites and landmarks by preserving their historical and architectural integrity.

PLANNING COMMISSION ACTION

There were 13 parties speaking in opposition to the request and 5 speakers in favor of the application at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 784 by City Clerk

PC NOTICES MAILED 783

PC APPROVALS 80

PC PROTESTS	176
HPC NOTICES MAILED	432
HPC APPROVALS	46
HPC PROTESTS	16

Print Form

PLANNING & DEVELOPMENT DEPARTMENT

Application for City of Las Vegas Historic Designation

Name of Property: Westleigh Neighborhood

Address (Location): Generally bound by Charleston Blvd (n), Valley View Blvd (w), Oakey Blvd (s), Cashman Dr. (e)

Type of Designation (check one) Building ☐ District ☒ Site ☐ Structure ☐

Assessor's Parcel #(s): Multiple APNs

Additional Information:

APPLICANT	Westleigh Neighborhood Association	Contact	Tiffany Hesser
Address	1109 Melville Drive	Phone	702-256-2230 Fax:
City	Las Vegas	State	NV Zip 89102
E-mail	thesser@cox.net		

Required Submittal Material

FOR STAFF USE ONLY

- Statement of Eligibility and Appropriateness for designation
- Photographs
- Letter of Property Owner Consent (if property owner is not the applicant)
- Statement of Financial Interest
- Letter of Request for Action (if designation is for a district)
- Vicinity Ownership Map (1,000 foot radius)
- Ownership/Tenant List
- Deed/Legal Description

Signature of Property Owner or Authorized Representative of the City of Las Vegas

Print Name: Tiffany L. Hesser

Subscribed and sworn before me: Camille Leavitt

This 13TH day of July, 2009

Notary Public in and for said County and State

CAMILLE LEAVITT
Notary Public State of Nevada
No. 93-0824-1
My appt. exp. Sept. 19, 2009

FOR DEPARTMENT USE ONLY

Case # HDC-35007

Meeting Date: 7/22/09

Date Accepted: 7/13/09

Accepted By: [signature]

July 8, 2009

Courtney Mooney, AICP
Historic Preservation Officer
City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: HPC-35007 – Request for Historic Designation

Dear Ms. Mooney,

On behalf of the Westleigh Neighborhood Association I am submitting this Request for Action to designate the Westleigh Neighborhood as an historic district on the city of Las Vegas Historic Property Register. The Westleigh Neighborhood is generally bound by Charleston Boulevard on the north, Valley View Boulevard on the west, Oakey Boulevard on the south, and Cashman Drive on the east.

Sincerely,

Tiffany Hesser
President
Westleigh Neighborhood Association

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: HPC-35007 APN: Westleigh Neighborhood (Multiple APNs)

Name of Property Owner: Multiple Property Owners

Name of Applicant: Westleigh Neighborhood Association

Name of Representative: Tiffany Hesser, President, Westleigh Neighborhood Association

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Tiffany Hesser

Subscribed and sworn before me

This 13th day of July, 2009

Camille Leavitt

Notary Public in and for said County and State

CAMILLE LEAVITT
Notary Public State of Nevada
No. 93-0824-1
My appt. exp. Sept. 19, 2009

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION/PETITION FORM: A completed Application/Petition Form is required. The owners(s) of the real property or an authorized agent of the city of Las Vegas must sign this form. A Notary Public must notarize the signature. When the property owner(s) reside outside of Nevada, the signature may be notarized in another state.

PHOTOGRAPHS: Applicant must provide photographs of the property, building, structure or archaeological site that is being nominated for designation to include at a minimum: one photograph that encompasses the entire primary facade of a property, building or structure, or entire boundaries of an archaeological site, and additional photographs of significant components of the resource (architectural elements, exposed structural details, etc). Photographs of secondary facades are also encouraged.

STATEMENT OF ELIGIBILITY AND APPROPRIATENESS FOR DESIGNATION: A detailed letter that explains the historic nature of the property and how it meets the criteria for historic designation.

LETTER OF PROPERTY OWNER CONSENT: If the applicant is not the owner, a letter from the owner of the property stating their consent for Historic Designation must be submitted at the time of application.

STATEMENT OF FINANCIAL INTEREST: This form formally declares whether or not a member of the City Council or Planning Commission has any financial interest in the subject property.

LETTER OF REQUEST FOR ACTION (If designation is for a district): If the proposed designation is to be applied to a neighborhood or multiple parcels, letters from each property owner will not be required. A letter from a representative of the area requesting the designation will suffice.

VICINITY OWNERSHIP MAP: A map showing all parcels which are adjacent to, include or surround the property proposed to be designated within a radius of 1,000 feet of the external boundaries of the property. Each such parcel shall be numbered so as to correspond to the ownership/tenant list.

OWNERSHIP/TENANT LIST: A typed or legibly printed list, compiled from an authoritative source, containing the names, mailing addresses and zip codes of the owners and tenants of the parcels shown on the "Vicinity Ownership Map," along with the corresponding identifying numbers.

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible. In most cases, the legal description on the deed is sufficient.

City of Las Vegas

STAFF REPORT

HISTORIC PRESERVATION COMMISSION MEETING DATE: 7/22/09
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: HPC-35007 – Request to designate the Westleigh Neighborhood, generally bounded by Charleston Blvd. on the north, Valley View Blvd. on the west, Oakey Blvd. on the south, and Cashman Dr. on the east, multiple APNs, R-1 (Single-Family Residential) Zone, and C-D (Designed Commercial) Zone, on the city of Las Vegas Historic Property Register as an Historic District, Ward 1 (Tarkanian).

BACKGROUND

09/26/07 HPC approved list of projects to be funded by Centennial Legacy funds. List included historic resource survey of Westleigh Neighborhood.

5/20/09 Planning & Development held open house meeting regarding designation of Westleigh Neighborhood.

5/21/09 Planning & Development held open house meeting regarding designation of Westleigh Neighborhood.

6/24/09 HPC approved nomination report for the Westleigh Neighborhood, and public hearing for the designation of the Westleigh Neighborhood on the city of Las Vegas Historic Property Register as an Historic District was scheduled for the July 22, 2009 HPC meeting.

ANALYSIS

The following information is summarized from "Westleigh Neighborhood Historic Resource Survey," by Painter Preservation & Planning, 2009.

Description

The Westleigh neighborhood is made up of Westleigh Tracts One through Five, and comprises 288 properties whose construction dates range from 1951 to 1967, with most constructed in 1953 or 1954. All parcels are developed and few have been completely redeveloped. Most properties have been altered to some degree, however, and some (mostly commercial properties) have been altered inappropriately with respect to the historic character of the neighborhood. This report finds that 161 properties in Westleigh are contributing to the potential Historic District, and 127 are not. In other words, fifty-six percent (56%) of the properties retain sufficient integrity to contribute to a district. The neighborhood is an established and familiar feature in this area of the City because of its physical appearance.

Historic Significance

The homes in the Westleigh neighborhood reflect the city's social and economic past, in that they are an inner ring suburb of the city constructed in the second wave of mid-century home building, the first being the World War II-era housing for defense workers and military families. In the post-war era, home building in Las Vegas was encouraged by federally-insured loan programs guaranteed by the Federal Housing Administration and the Veterans Administration. Home building was also necessary, as the city was expanding rapidly and the demand for new homes was high.

The homes were developed by the Federal Development Company of Nevada, an established company in Las Vegas with offices in the Cornet Building at Fourth and Fremont. The company also developed Hyde Park, northwest of Westleigh, and a 350-home tract in Henderson in 1951.

Financing for the Westleigh homes was provided by the Bank of Nevada and the Federal Housing Administration or Veterans Administration. The sales office and model house was at 3301 Cashman Drive, at the corner of Cashman and West Charleston Blvd.

Character-Defining Features

In contrast to many of the post-war subdivisions, particularly those developed under the auspices of the Federal Housing Administration, Westleigh, with its rectilinear blocks and alleys and roadway connections to neighboring streets, exhibits an older development pattern. Curved and looped street were encouraged by the FHA standards, but one of the purposes of this development pattern was to respect the topography of a site. Another pattern encouraged by FHA standards was to limit points of access to the subdivision, as this was felt to be safer. Westleigh does turn its back on surrounding streets through the lot and block pattern along Oakey and Valley View boulevards, thereby decreasing the amount of traffic entering along these edges. Overall, however, it is well-connected to the grid-iron pattern of the surrounding area.

An early advertisement for Westleigh shows that the houses typically had an open living and dining area, but a separated kitchen that was located at the back of the house, facing onto the rear yard. The homes had two or three bedrooms and one bathroom, which were accessed via a small vestibule. An ad lists the following home features.10 Residents report that the homes were built of very high quality.

Originally most homes had L-shaped, or nearly square or rectangular footprints. The roof forms were typically side gable, cross gable, or hip roofs with the main ridgeline parallel to the street. Today the majority of homes have irregular footprints, exhibiting additions primarily to the rear of the houses. Because the additions are typically to the rear, the roof forms as viewed from the street are often intact. In a number of cases, however, a side gable building has been extended into the side yard, increasing the length of the building and altering its basic shape.

The homes in the Westleigh neighborhood are transitional between the earlier Minimal Traditional style and the later Ranch house. This is in part because they are nearly square or just slightly elongated, in contrast to the long, low-slung form that characterizes the western or California Ranch house. They exhibit complex roof forms, another feature that distinguishes them from the classic Ranch house, and relatively narrow eaves. Finally, the design of the windows, with their smaller sash and casement and awning-style operations, is not typical of the later Ranch style, which tended towards larger windows and larger individual panes of glass.

The most distinctive and unusual features of Westleigh houses are their windows, which are steel frame, many with louvers along the bottom and no surrounds. The doors were flush without embellishment. Most of the homes were finished in stucco and had clapboard details. Many have a brick or stone accent under windows today, a feature that is in keeping with the style. Historic roofing was cement tile or wood shingle.

Findings

The Historic Preservation Officer has reviewed the attached historic resource survey of the Westleigh Neighborhood, and application for designation, and has found that the Westleigh Neighborhood meets the requirements for historic designation on the city of Las Vegas Historic Property Register.

The HPO recommends moving forward with the nomination with the following conditions:

1. Parcels zoned C-D (Designed Commercial) along Charleston Boulevard will be removed from historic district boundaries. See revised boundary map.

Per Historic Preservation Commission Bylaws 5.1.1, Commission Duties and Responsibilities:

5.1.1 *Review applications for the designations of Landmarks, Historic Properties and Historic Districts and make to the Planning Commission and City Council concerning the designation of buildings, sites, monuments, structures and areas, sites and improvements in the city as historic properties, landmarks, historic sites or historic districts in accordance with Title 19A of the city of Las Vegas Zoning Code.*

Per Title 19.06.090 G. Historic Preservation Commission - Powers, Etc.:

The powers, duties and activities of the HPC include the following:

1. Reviewing applications for the designation of Landmarks, Historic Properties and Historic Districts, and making recommendations to the Planning Commission concerning those applications. The review shall be in accordance with Section (I) of this Subchapter.

Per Title 19.06.090 I. Designation of Landmarks, Historic Properties and Historic Districts:

The Historic Preservation Officer finds that the Westleigh Neighborhood meets the following requirements as stated in the city of Las Vegas Title 19 Zoning Code for designation as an Historic District. **Please refer to highlighted sections below.**

1. An individual property, building, structure or archeological site may be designated as a Landmark if it demonstrates exceptional importance by qualifying under Subparagraphs (a) or (b) below:

a. It meets the criteria for listing on the State or National Register of Historic Places.
b. It is determined to be of exceptional significance and expresses a distinctive character because:
(i) A significant portion of it is at least fifty (50) years old;
(ii) It is reflective of the City's cultural, social, political or economic past; and
(iii) Either:
A. It is associated with a person or event significant in local, state or national history; or
B. It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

3. An area may be designated as an Historic District if:

a. The area:

i) Includes a substantial concentration of properties, buildings or structures which individually meet the criteria in Subsection (1) of this Section, as well as other properties, buildings or structures which contribute generally to the overall distinctive character of the area and are united historically or visually by plan or physical development;

ii) Is bounded by documented historic boundaries such as early roadways, canals, subdivision plats or property lines, or by boundaries which coincide with logical physical or man-made features and reflect recognized neighborhood or area boundaries; and

iii) Includes non-contributing properties or vacant parcels only to the extent necessary to establish appropriate, logical or convenient boundaries; or

b. The area includes or is composed of one or more archeological sites.

If designated on the city of Las Vegas Historic Property Register, the HPC will be responsible for reviewing any work requiring a permit for all buildings within the Westleigh Neighborhood Historic District.

Staff recommends that the HPC approve the nomination for designation of the Westleigh Neighborhood as an Historic District on the city of Las Vegas Historic Property Register.

If approved, the nomination for designation will be heard at the September 24, 2009 Planning Commission meeting.

STAFF RECOMMENDATION

APPROVAL with the following conditions:

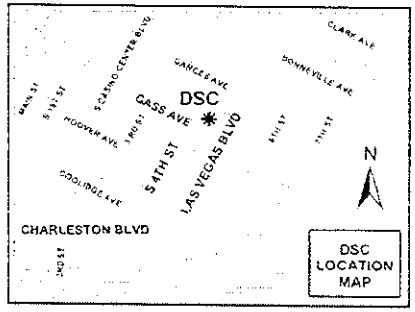
2. Parcels zoned C-D (Designed Commercial) along Charleston Boulevard will be removed from historic district boundaries.

BACKUP DOCUMENTS

Application for city of Las Vegas Historic District Designation and supporting documents.
Revised map of proposed Westleigh Neighborhood historic district boundaries.
Copy of *"Westleigh Neighborhood Historic Resource Survey,"* by Painter Preservation & Planning, 2009, to be available at the meeting.

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

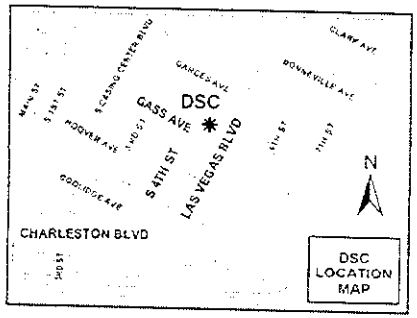
RECEIVED
JUL 21 2009

Case: HPC-35007

16205110023
BUCCIERI DAVID ANTHONY TRUST
1141 DARMAK DR
LAS VEGAS NV 89102-1807

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

Sue Pearson

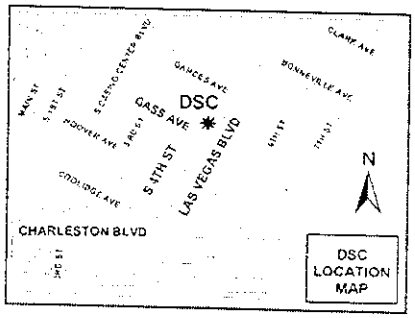
RECEIVED
JUL 21 2010

16205310037 Case: HPC-35007
PEARSON SUE REVOCABLE TRUST
3404 EL CORTEZ AVE
LAS VEGAS NV 89102-3925

EAUOP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

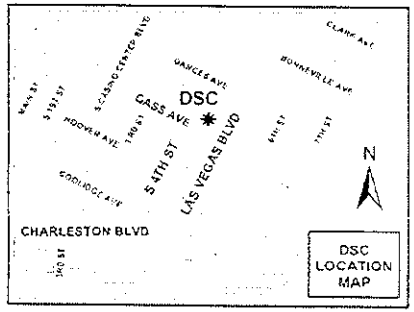
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 21 2009

16205110035 Case: HPC-35007
LIOUBAS MARIA & ATHANASIOS TOM
1128 DOUGLAS DR
LAS VEGAS NV 89102-1814

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

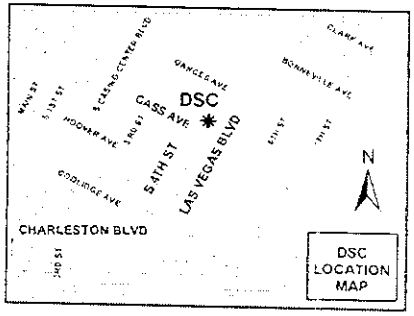
RECEIVED
JUL 17 2009

Case: HPC-35007
16205215049
JONES EDWARD C & JOAN
1318 DOUGLAS DR
LAS VEGAS NV 89102-1818

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 16 2009

Case: HPC-35007
16205210008
SELSTAD SHERMAN T & RHONDA
1267 MELVILLE DR
LAS VEGAS NV 89102-1821

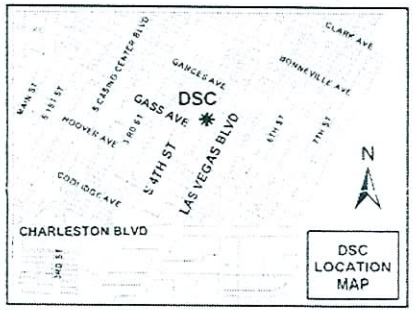
EAUOP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

Official Notice of Public Hearing



Sent 7-13-09

* We work & Can not come to hearing
* We strongly oppose

will not support any changes

If you wish to 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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

RECEIVED JUL 14 2009

Case: HPC-35007
16205113045
CAMP WILLIAM J & ROMA LYNN
1219 DOUGLAS DR
LAS VEGAS NV 89102-1815

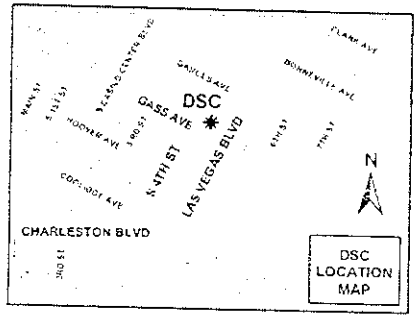
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

We have lived here for 43 years & Do Not plan on paying any dues are supporting any changes.

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 14 2009

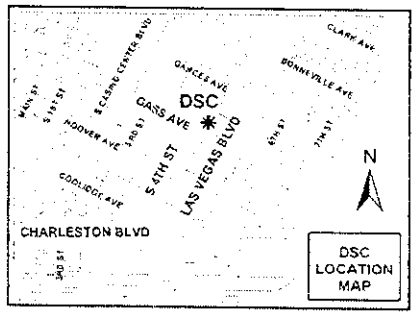
16205215029
WOODS 1992 TRUST
1330 DARMAK DR
LAS VEGAS NV 89102-1812

Case: HPC-35007

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

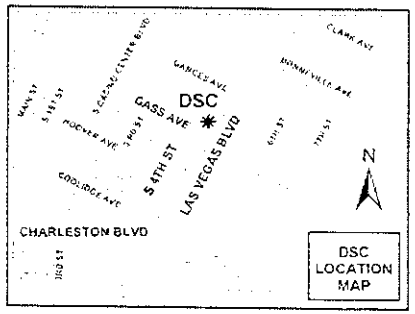
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-34584

RECEIVED
JUL 14 2009

Case: HPC-34584
16205310037
PEARSON SUE REVOCABLE TRUST
3404 EL CORTEZ AVE
LAS VEGAS NV 89102-3925

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

This is my second "NO"
ARE PEOPLE IN CITY HALL TRYING TO ASSURE THEMSELVES OF JOBS?

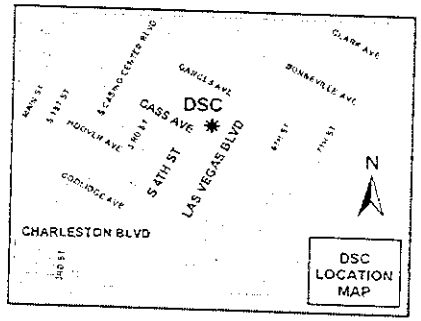
RECEIVED
JUL 14 2009

Case: HPC-35007
16205210024
THROCKMORTON ROBERT J & EUGENIE
1267 DOUGLAS DR
LAS VEGAS NV 89102-1815

EAVDF11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

07.11.09

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 14 2009

16205210018
NOVAK SUZANNE M
1260 DOUGLAS DR
LAS VEGAS NV 89102-1816

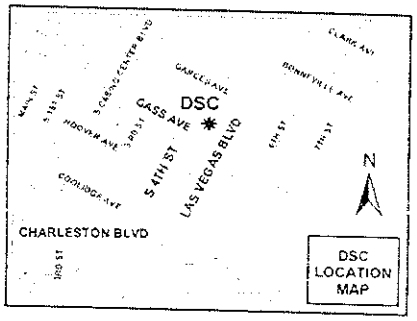
Case: HPC-35007

N

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

We David + Jeannine

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

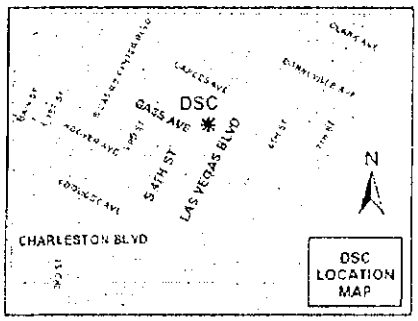
RECEIVED
JUL 14 2009

16205110039 Case: HPC-35007
JACKMAN DAVID & JEANNINE
1133 DOUGLAS DR
LAS VEGAS NV 89102-1813

EAUOP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Case: HPC-35007

16206502018
VALLEY VIEW LAS VEGAS L L C
%P GAINES
P O BOX 1106
RANCHO SANTA FE CA 92067-1106

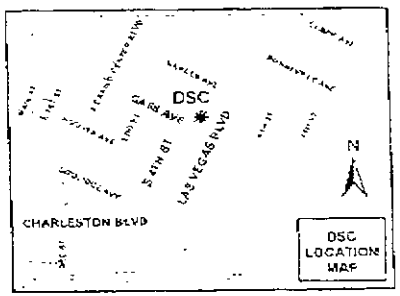
RECEIVED
JUL 06 2009

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
MAILED FROM ZIPCODE 89101

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) 384-1397.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

Case: HPC-35007

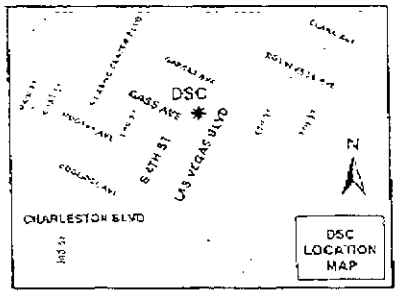
16205114014
AVILES EVETTE
1330 CASHMAN DR
LAS VEGAS NV 89102-2002

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
$ 00.41[4]
MAILED FROM ZIPCODE 89101

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) 384-1397.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Case: HPC-35007

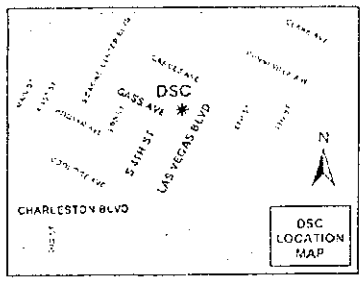
16205215084
AVILES EVETTE M
1338 CASHMAN DR
LAS VEGAS NV 89102-2002

RECEIVED

JUL 13 2009

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

Case: HPC-35007

16205110016
PENNPLUS L L C
1770 WESTWIND RD
LAS VEGAS NV 89146-0301

☐ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

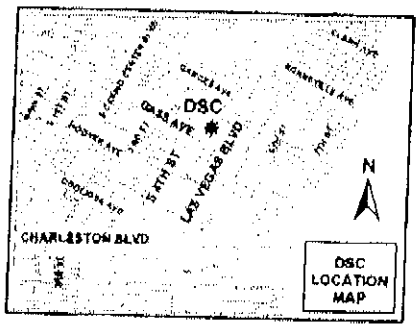
SEP 11 2014

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

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) 384-1397.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

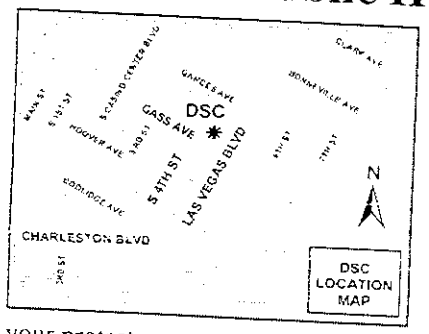
16205218017 Case: HPC-35007
PEARSON ROBERT
2725 MIRA FLORES AVE
LAS VEGAS NV 89102-4260

EAVDP11 89102

N

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☑ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

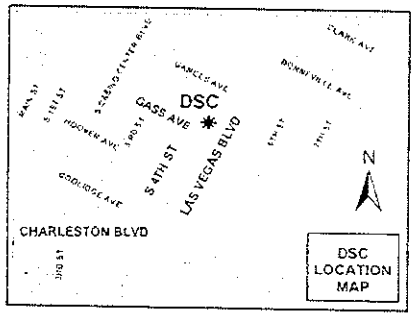
HPC-35007

JUL 22 2009

16205215025 Case: HPC-35007
YOUNG GERALD WAYNE & BETTY JEAN
1306 DARMAK DR
LAS VEGAS NV 89102-1812

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 22 2009

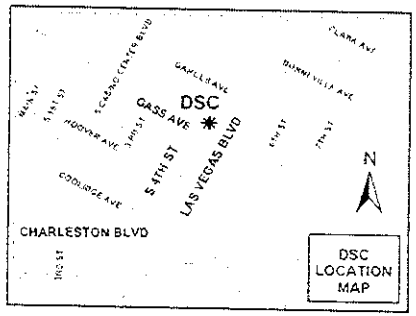
Case: HPC-35007

16205215038
TAKAS ANDREA S
1343 DARMAK DR
LAS VEGAS NV 89102-1811

EAVOF11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

Courtney Hardy
229-5260
4375

RECEIVED
JUL 28 2009

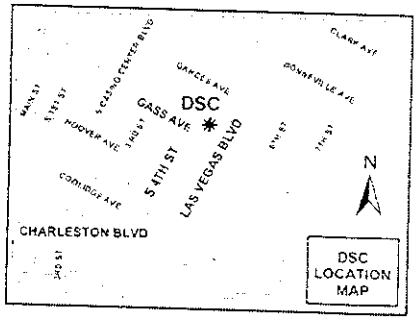
Case: HPC-35007

13932403001
ALVAREZ BONITA R
905 CASHMAN DR
LAS VEGAS NV 89107-4429

89107

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 22 2009

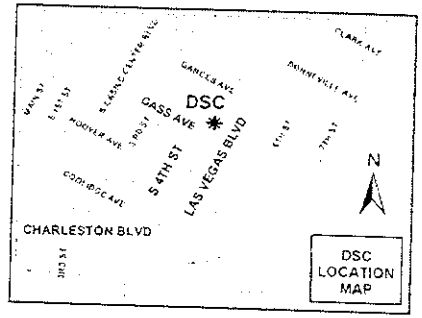
16205210005
E S K LIVING TRUST
1247 MELVILLE DR
LAS VEGAS NV 89102-1821

Case: HPC-35007

EAVDS11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 22 2009

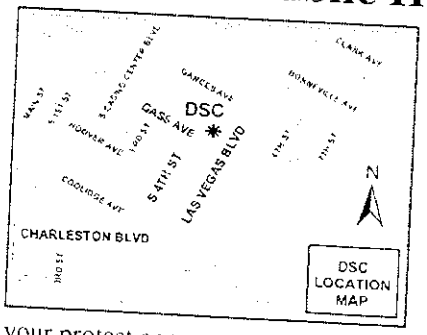
Case: HPC-35007

16205215012
RUSSELL DANA C
3606 WESTLEIGH AVE
LAS VEGAS NV 89102-1832

EAU0811 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

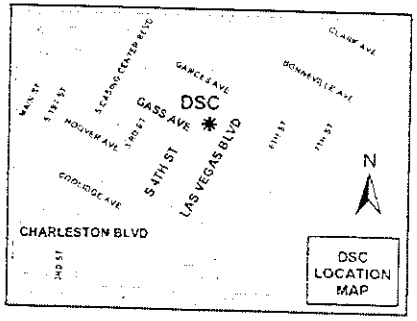
RECEIVED
JUL 2 8 2009

16205113013 Case: HPC-35007
WALSH WILLIAM E & ELAINE FAM TR
1219 MELVILLE DR
LAS VEGAS NV 89102-1821

EAUDP11 A910E

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 22 2009

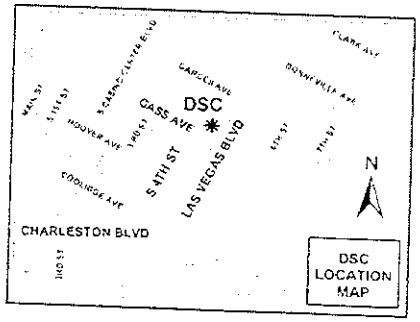
Case: HPC-35007

16205215018
REITZ FAMILY TRUST 1991
1331 MELVILLE DR
LAS VEGAS NV 89102-1823

EAUDF11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

RECEIVED
JUL 22 2009

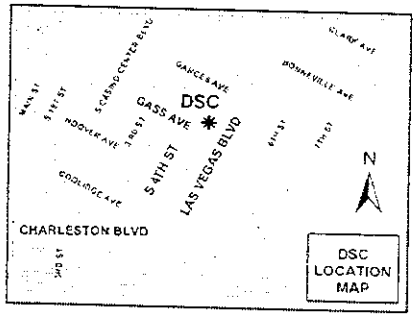
Case: HPC-35007

16205215006
LLOYD STACIE L
1330 MELVILLE DR
LAS VEGAS NV 89102-1824

EAVDP11 A810E

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

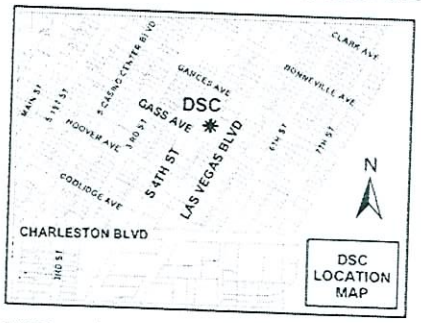
RECEIVED
JUL 2 2009

16205215024 Case: HPC-35007
IRIARTE ELIANE LIVING TRUST
1300 DARMAK DR
LAS VEGAS NV 89102-1812

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.41⁴
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

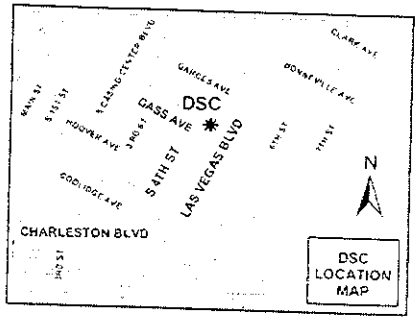
RECEIVED
JUL 21 2009

16205211008 Case: HPC-35007
WATTENBARGER MARC W & JESSICA H
5125 BROMLEY AVE
LAS VEGAS NV 89107-1737

89107$173[illegible]

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 21 2009

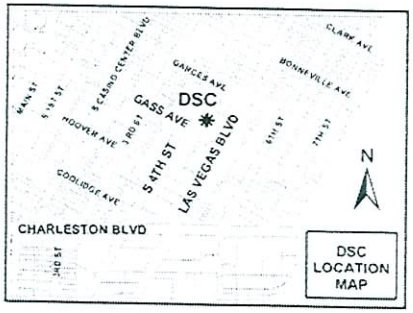
16205215092 Case: HPC-35007
WATTENBARGER MARC W & JESSICA
5125 BROMLEY AVE
LAS VEGAS NV 89107-1737

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

02 1M $ 00.41[4]
0004279218 JUL 07 2009
MAILED FROM ZIPCODE 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 21 2009

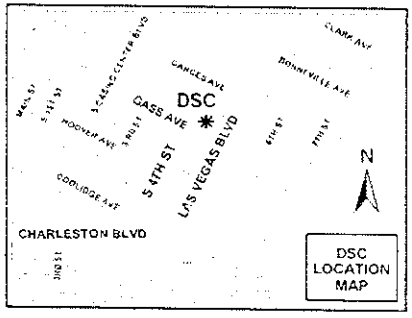
Case: HPC-35007

16205215040
WATTENBARGER TRUST
1331 DARMAK DR
LAS VEGAS NV 89102-1811

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMEI

HPC-35007

RECEIVED
JUL 21 2009

Case: HPC-35007

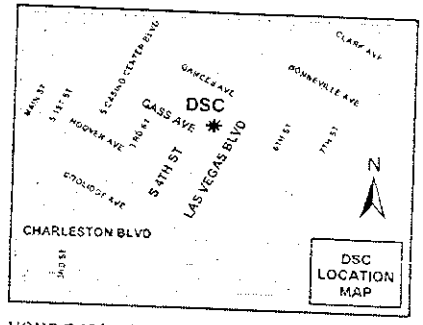
16205215072
SAVIGNANO LORENZO
1318 BARNARD DR
LAS VEGAS NV 89102-1806

891 DFE 1 60SC DO 07/11/09
NOTIFY SENDER OF NEW ADDRESS
SAVIGNANO'LORENZO
PO BOX 14122
LAS VEGAS NV 89114-4122

BC: 89114412222 *0294-04504-11-30

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 21 2009

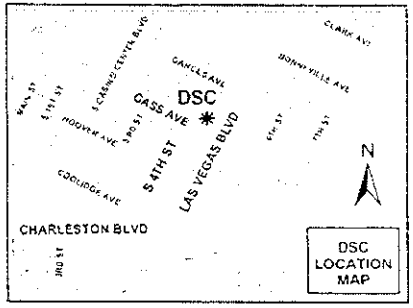
16205215073
WINTER DAVID L
1324 BARNARD DR
LAS VEGAS NV 89102-1806

Case: HPC-35007

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

[redacted] I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

THE WESTLEIGH NEIGHBORHOOD NEEDS THE HISTORIC DESGINATION IN ORDER TO MAINTAIN ITS CURRENT STATUS. THE HOMES ARE SOME OF THE BEST BUILD HOUSES IN THE VALLEY. NUMEROUS RESIDENTS HAVE LIVED HERE FOR MANY YEARS. SOME WELL OVER 40 YEARS.

RECEIVED
JUL 21 2009

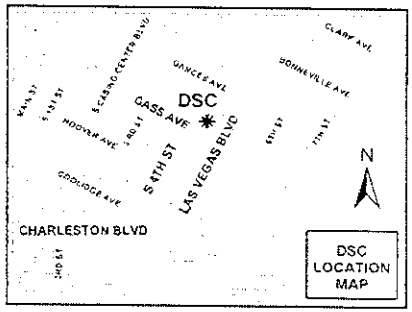
Case: HPC-35007
16205110008
CONNELL FAMILY TRUST 2005
1141 MELVILLE DR
LAS VEGAS NV 89102-1819

W/Comment
Y

EAVDS11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

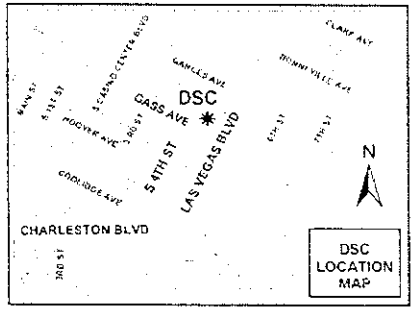
RECEIVED
JUL 16 2009

Case: HPC-35007

16205310039
GIBBINS CAROL E
3401 CASA GRANDE AVE
LAS VEGAS NV 89102-1848

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 16 2009

Case: HPC-35007

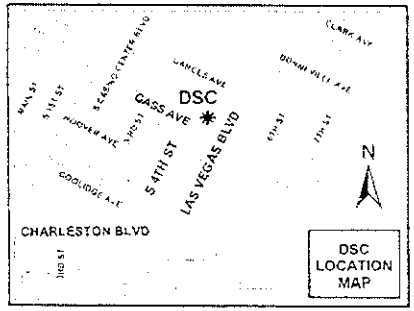
16205113035
KNOX LAUREL
1212 DOUGLAS DR
LAS VEGAS NV 89102-1816

EAVOP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

$ 00.41

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

RECEIVED
JUL 15 2009

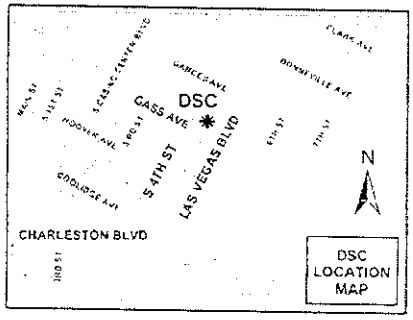
Case: HPC-35007

16205101004
KENGERSKI JEFFREY A
1250 CAMPBELL DR
LAS VEGAS NV 89102-1918

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

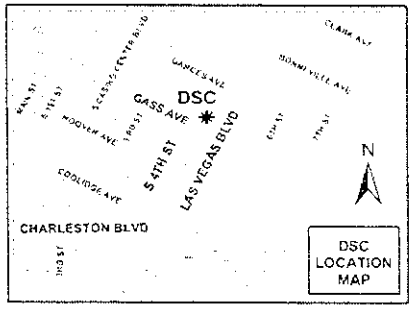
RECEIVED
JUL 15 2009

Case: HPC-35007
16205215095
HUGHES CHERYL LYNN & EDDIE H
3401 WESTLEIGH AVE
LAS VEGAS NV 89102-1845

EAUDP11 A910E

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

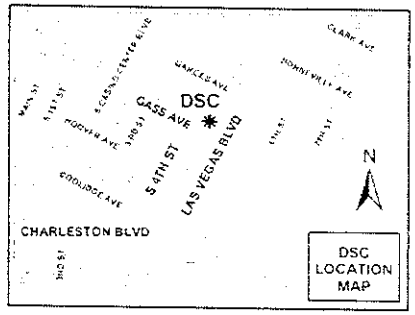
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 13 2009

Case: HPC-35007
16205215011
O'DONNELL ROBERT W & M DENNI
3700 WESTLEIGH AVE
LAS VEGAS NV 89102-1834

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

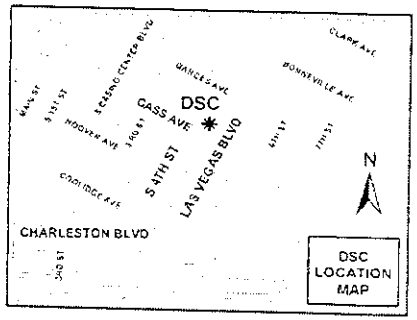
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 14 2009

Case: HPC-35007
16205211006
WEST WAYNE & CLARA MARIE
1255 BARNARD DR
LAS VEGAS NV 89102-1803

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

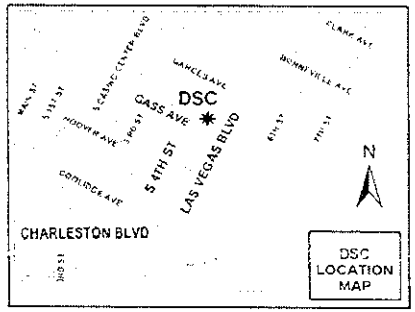
RECEIVED
JUL 14 2009

13932410006
HULL JAY FRANK
829 LACY LN
LAS VEGAS NV 89107-4449

Case: HPC-35007

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

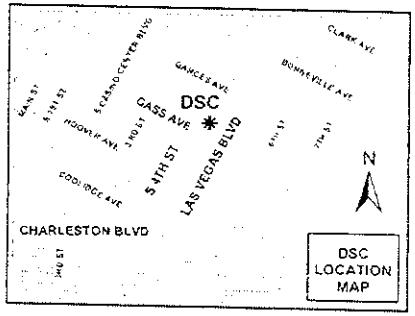
RECEIVED
JUL 14 2009

Case: HPC-35007

16205110012
FELPS TINA A
1115 MELVILLE DR
LAS VEGAS NV 89102-1819

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

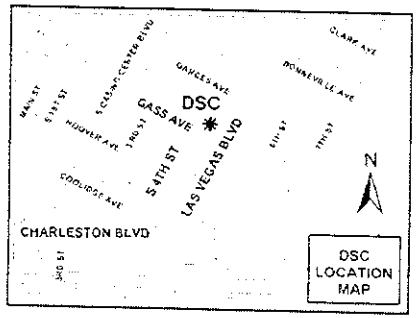
RECEIVED
JUL 14 2009

16205115008 Case: HPC-35007
SLAUGHTER RONALD J
3020 ASHBY AVE
LAS VEGAS NV 89102-1947

EAVDS11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 14 2009

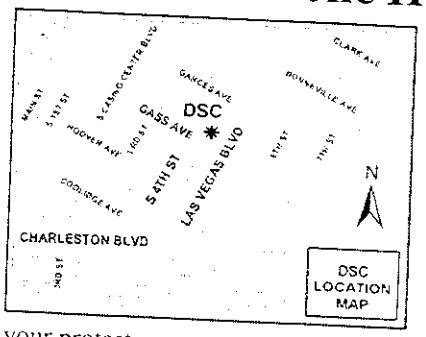
Case: HPC-35007

16205113036
STARKS MARSH & MARISSA M
1218 DOUGLAS DR
LAS VEGAS NV 89102-1816

EAVDS11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☑ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Industrial Photographics Inc.
Serving Nevada and the Southwest Since 1968

Jimmie L. Garrett
President & Photographer

Services
Construction, Architectural
Industrial, Time Lapse
and Aerial

Phone: (702) 739-7551
Fax: (702) 739-6033
Cell: (702) 236-4647
web : www.indfotoinc.com
E-mail: indfotoinc@cox.net
P.O.Box 15005 Las Vegas, Nevada 89114

RECEIVED
JUL 14 2009

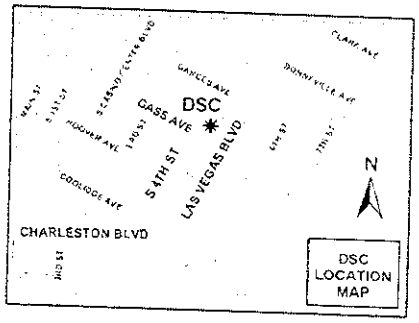
16206711071
GARRETT JIMMIE L
3709 EL CEDERAL AVE
LAS VEGAS NV 89102-3859

Case: HPC-35007

EAVDS11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

Please & Thank you

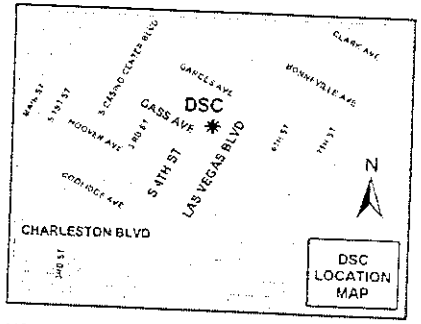
JUL 14 2009

Case: HPC-35007

16205114016
KATIC LISA MARIE & BOSKI
1201 BARNARD DR
LAS VEGAS NV 89102-1803

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

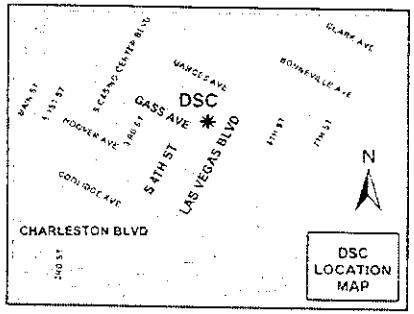
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 14 2009

16205113008 Case: HPC-35007
JOSLIN TAMARA ANN
1242 MELVILLE DR
LAS VEGAS NV 89102-1822

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

JUL 14 2009

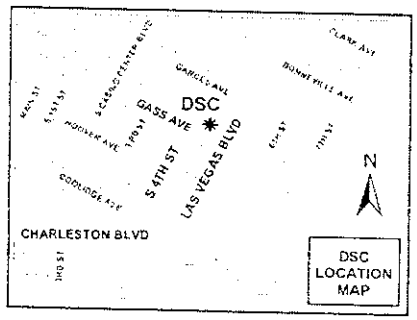
16205110007
TYE KRISTA A
2400 LAURIE DR
LAS VEGAS NV 89102-2104

Case: HPC-35007

EAVDS11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

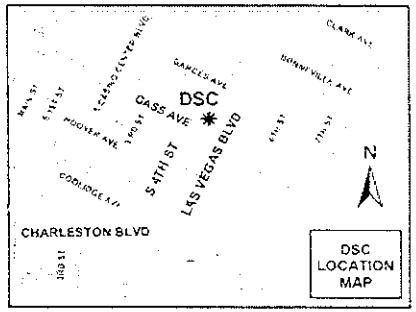
RECEIVED
JUL 13 2009

Case: HPC-35007

16205315019
KUTI GABOR
3428 CALLE DE CORRIDA
LAS VEGAS NV 89102-3900

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

HPC-35007

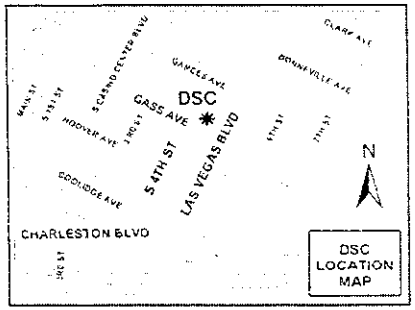
RECEIVED
JUL 16

Case: HPC-35007
16205113016
BRAVIN GERALD & ADELINA FAM TR
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

EAVDP11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Case: HPC-35007
16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

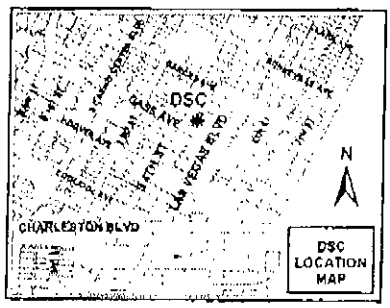
89101 $ 00.47

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

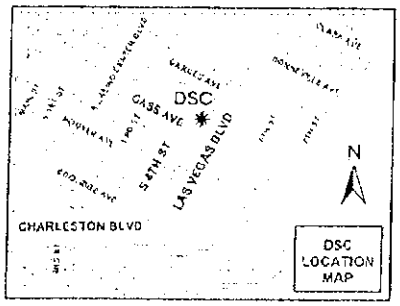
Case: HPC-35007

16205115015
OLSEN ERIC R
3211 ASHBY AVE
LAS VEGAS NV 89102-1959

EAUOF11 89102

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

16205110041 Case: HPC-35007
CONNELL MARK C
1121 DOUGLAS DR
LAS VEGAS NV 89102-1813

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

EAVDS11 89102

RECEI.

JUL 2 1 2009

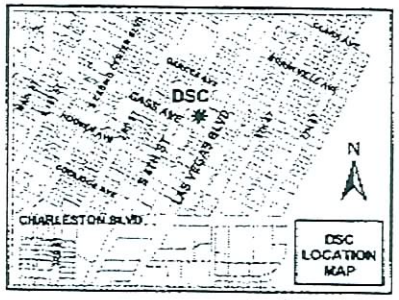
Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

Official Notice of Public Hearing



THE WESTLEIGH NEIGHBORHOOD NEEDS THE HISTORIC DESGINATION IN ORDER TO MAINTAIN ITS CURRENT STATUS. THE HOMES ARE SOME OF THE BEST BUILD HOUSES IN THE VALLEY. NUMEROUS RESIDENTS HAVE LIVED HERE FOR MANY YEARS. SOME WELL OVER 40 YEARS.

If you wish to 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) 384-1397.

[redacted] I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

16205110008 Case: HPC-35007
CONNELL FAMILY TRUST 2005
1141 MELVILLE DR
LAS VEGAS NV 89102-1819

EAVDS11 89102

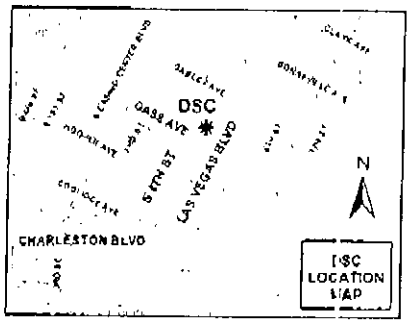
City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1M $ 00.41[4]
0004279218 JUL 07 2009
MAILED FROM ZIPCODE 89101

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) 384-1397.

Case: HPC-35007

16205110013
HESSER TIFFANY L
1109 MELVILLE DR
LAS VEGAS NV 89102-1819

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 17 2009

Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

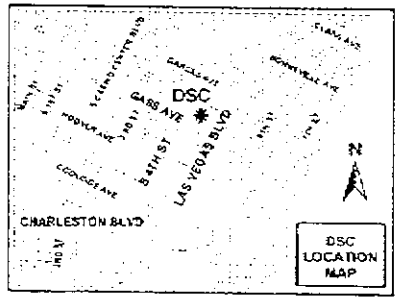
PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.41[4]

MAILED FROM ZIP CODE 89101

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) 384-1397.

[redacted] I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

THE WESTLEIGH NEIGHBORHOOD NEEDS THE HISTORIC DESGINATION IN ORDER TO MAINTAIN ITS CURRENT STATUS. THE HOMES ARE SOME OF THE BEST BUILD HOUSES IN THE VALLEY. NUMEROUS RESIDENTS HAVE LIVED HERE FOR MANY YEARS. SOME WELL OVER 40 YEARS.

Case: HPC-35007

162051100008
CONNELL FAMILY TRUST 2005
1141 MELVILLE DR
LAS VEGAS NV 89102-1819

RECEIVED
JUL 17 2006

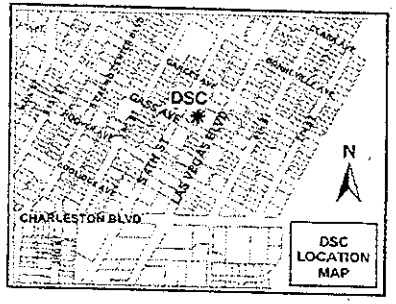
89102 4510

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

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) 384-1397.

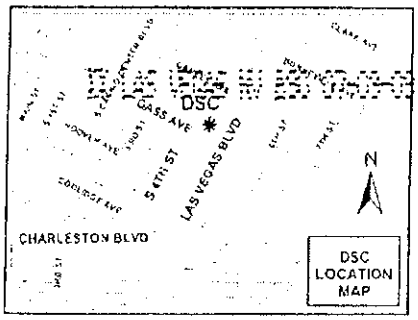
☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

16205110055 Case: HPC-35007
STEPHENS KRAYTON E
1127 BARNARD DR
LAS VEGAS NV 89102-1801

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

Case: HPC-35007

16205110040
SWAN M CLARE
P O BOX 5154
SANTA BARBARA CA 93150-5154

residence: 1127 Douglas Dr
LV 89102

☒ I SUPPORT this Request

☐ I OPPOSE this Request

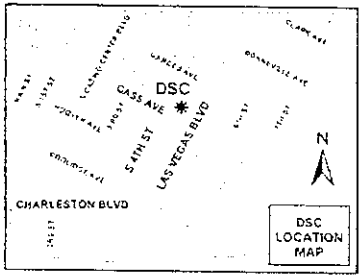
PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

EAVDP11 93150

Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

Case: HPC-35007

16205215050
MERRITT WENDY
3146 E MARLENE DR
GILBERT AZ 85296-9459

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

RECEIVED
JUL 14 2009

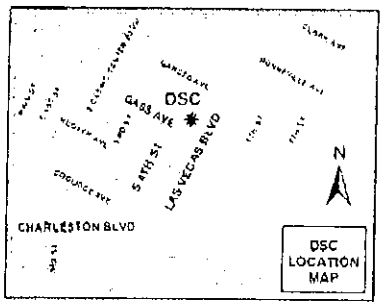
7

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279216 JUL 07 2009
MAILED FROM ZIP CODE 89101

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) 384-1397.

Case: HPC-35007

16205113032
PETERSEN MARJORY C
1201 DARMAK DR
LAS VEGAS NV 89102-1809

☒ I SUPPORT this Request

☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT

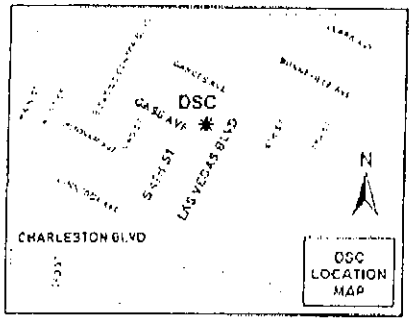
HPC-35007

EAVDP11 89102

Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

Case: HPC-35007

16205215094
GOODRICH HUBERT J & NANCY A
2914 ASHBY AVE
LAS VEGAS NV 89102-1945

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

89102-1945

Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

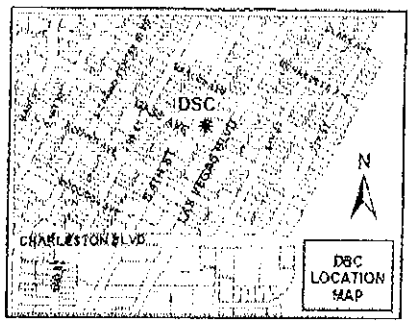
PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

Official Notice of Public Hearing

We bought our first house in 1951 at 1261 Barnard Dr. and then built a home at 1125 Cashman Dr where we lived for 25 years before we moved to Spanish Oaks - (1804 Plaza De Cordero for 30 years - Call within the mile radius. We love the area.

Joylin Vandenberg



If you wish to 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) 384-1397.

Case: HPC-35007

16205316030
VANDENBERG R & J TRUST
5044 PENSIER ST
LAS VEGAS NV 89135-3278

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

EAVDS11 89135

RECE[illegible]

JUL 1 3 [illegible]

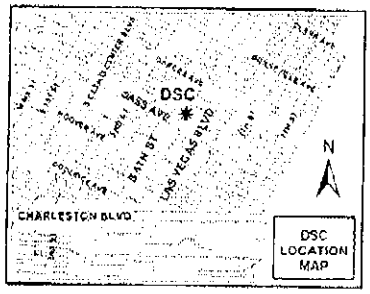
Y w/Comment

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 07 2009
MAILED FROM ZIP CODE 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Case: HPC-35007
13932401006
MOGLER MIROSLAVA
7036 BRIGHT SPRINGS CT
LAS VEGAS NV 89113-1344

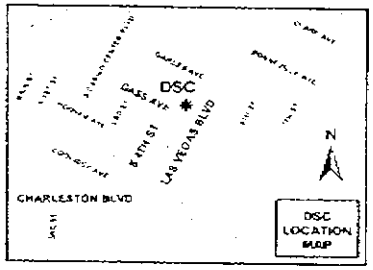
89113313443 0028

RECEIVED
JUL 13 2009

Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Case: HPC-35007
162051100 42
STEWART L DUFF & LESLIE E
2483 BENCH REEF PL
HENDERSON NV 89052-5203

$ 00.41

RECEIVED
JUL 13 2009

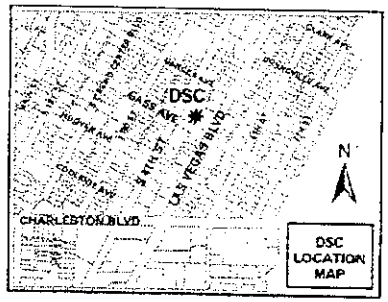
Y

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 07 2009
MAILED FROM ZIPCODE 89101

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) 384-1397.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-35007

Case: HPC-35007

16205214012
GARRITY JOHN & CHERIE W
1263 CAMPBELL DR
LAS VEGAS NV 89102-1968

EAUDP11 89102

Westleigh Neighborhood
Historic Resource Survey



Prepared for
City of Las Vegas
Planning and Development Division &
Westleigh Neighborhood Association

Prepared by
Diana J. Painter, PhD
Painter Preservation & Planning

February 2009

WESTLEIGH NEIGHBORHOOD
HISTORIC RESOURCE SURVEY

TABLE OF CONTENTS

SUMMARY AND EVALUATION 1

1. INTRODUCTION 3
   Purpose of Report
   Previous Surveys
   Research Design and Methods
   Evaluator Qualifications

2. REGULATORY CONTEXT 5
   National Register Designation
   City of Las Vegas Designation
   Registration Criteria

3. HISTORIC CONTEXT 8
   Urban Context
   Building Westleigh

4. ARCHITECTURAL CONTEXT 10
   Location and Setting
   Land Use
   Urban Design
   Architectural Design
   Architectural Context
   Character-Defining Features

5. REFERENCES 16

FIGURES

APPENDICES
   List of Contributing and Non-Contributing Properties

WESTLEIGH NEIGHBORHOOD
HISTORIC RESOURCE SURVEY

LIST OF FIGURES

Figure 1: Regional location map

Figure 2: Survey map

Figure 3: Subdivisions in west Las Vegas in 1956

Figure 4: 1951 plat map showing shape of houses

Figure 5: Typical floor plan

Figure 6: Model home opening

Figure 7: Advertisement from model home opening

Figure 8: Advertisement for Westleigh subdivision, August 1950

Figure 9: Promotional advertisement for Westleigh

Figure 10: Westleigh is advertised to veterans

Figure 11: An example of an intact home in Westleigh

Figure 12: Original fenestration and porches

Figure 13: Original window details – louvers

Figure 14: Original window details - casements

WESTLEIGH NEIGHBORHOOD
HISTORIC RESOURCE SURVEY

SUMMARY AND EVALUATION

The Westleigh neighborhood is made up of Westleigh Tracts One through Five, and comprises 288 properties whose construction dates range from 1951 to 1967, although most of the houses were constructed in 1953 or 1954. All parcels are developed and, remarkably, there appears to be no properties that have been completely redeveloped. Most properties have been altered to some degree, however, and some (mostly commercial properties) have been altered inappropriately with respect to the historic character of the neighborhood. This report finds that 161 properties in Westleigh are contributing to the potential Historic District, and 127 are not. In other words, fifty-six percent (56%) of the properties retain sufficient integrity to contribute to a district.

One of the criteria for being considered a historic resource and therefore eligible to be designated in Historic District in the City of Las Vegas, is to meet the criteria for listing on the State or National Register of Historic Places by having an association with events that have made a significant contribution to history; an association with significant persons; or be a good example of a particular style or building type, or represent the work of a master or "a significant and distinguishable entity whose components may lack individual distinction." The resource or property must additionally retain integrity. The following is an evaluation of the subdivision with respect to these criteria.

A. That are associated with events that have made a significant contribution to the broad patterns of our history; or

The Westleigh neighborhood is not known to have made a significant contribution to the broad patterns of local history. It was one of many subdivisions developed in Las Vegas in the early 1950s, and it is not known to be significantly different in its contributions to history than other similar subdivisions.

B. That are associated with the lives of significant persons in our past; or

The Westleigh neighborhood is not known to be associated with the lives of persons significant in our past. Although information on the developers and builders was found in the course of research, no additional information came to light about any extraordinary circumstances around their lives or careers.

C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

The homes in the Westleigh neighborhood represent a transition between the Minimal Traditional style of the 1940s and the Ranch style of the 1950s and 1960s. The design of the subdivision itself represents a transition between an earlier subdivision style associated with pre-World War II years and the post-war, curvilinear subdivision style with no alleys. Although the homes are attractive and the subdivision very functional, it is

not distinctive in a way that would qualify it for listing on the National Register of Historic Places.

D. That have yielded or may be likely to yield, information important in history or prehistory.[1]

This is a Criterion that is most often associated with archaeological resources and is not applicable here.

Alternatively, a property may be designated a Historic District by meeting the City of Las Vegas' local criteria (see Chapter 2 – Regulatory Context). This report finds that Westleigh Tracts One through Five meets the City's criteria in the following ways:

- It is at least 50 years old;
- It is reflective of the City's cultural, social, political or economic past; and
- It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.[2]

The homes in the Westleigh neighborhood are typically 55 or 56 years old. They reflect the city's social and economic past, in that they are part of the second wave of mid-century residential development after World War II. They are a good representation of mid-century suburban residential development and retain good integrity. And they are an established and familiar feature in this area of the City because of their physical appearance.

The homes are linked by the fact that they are located in one of the five Westleigh subdivision tracts, which are in turn bounded by arterial streets that separate the subdivision from the surrounding neighborhoods.

[1] Anders, 2002, Chapter II.
[2] City of Las Vegas, Title 19: Zoning, page 5.

WESTLEIGH NEIGHBORHOOD
HISTORIC RESOURCE SURVEY

1. INTRODUCTION

A. Purpose of Report

The purpose of this historic survey for the Westleigh neighborhood is to determine whether the neighborhood qualifies for listing as a local historic district. This survey report provides the historic context for the neighborhood and identifies its historic and architectural significance. It also provides the registration criteria that were used to determine whether and how the buildings in the subdivision were considered contributing or non-contributing to a potential Historic District. It also makes suggestions on topics to be considered in drafting future design guidelines for the area. Attached to this report, in Appendix A, is the list of parcels in the subdivision with their recommended status as contributory or non-contributory to a potential Historic District.

B. Previous Surveys

The survey area includes Tracts One through Five of the Westleigh subdivision and comprises 288 individual properties. No previous surveys have been conducted of this area, although a brief windshield survey was undertaken in 2005 to assess whether the neighborhood was a candidate for a future comprehensive survey.

C. Research Design and Methods

The survey of the properties in the Westleigh neighborhood was undertaken in January 2009. All properties were photographed and a brief survey form prepared noting visible changes to the buildings. Archival research was conducted in January, and a meeting was held with the Neighborhood Association. Registration criteria was developed utilizing field notes and the architectural context prepared for the survey report, in accordance with City of Las Vegas guidelines. Properties were then evaluated for design integrity.

This survey report was prepared in consultation with the following organizations and archives:

- The City of Las Vegas Planning and Development department;
- The Westleigh Neighborhood Association;
- The Clark County Assessor offices; and
- The Nevada State Museum and Historical Society archives.

Newspaper articles and advertisements from the *Las Vegas Review-Journal* provided information on the subdivision and developer/builder, as did the original plat maps. Information on the homes themselves, taken from the newspaper, was supplemented by members of the Neighborhood Association. Background on the design of the subdivision was drawn from National Park Service National Register Bulletin *Historic Residential Suburbs*. Background on the architectural style of the homes was taken from Dean and Breines' *The Book of Houses;* Hess's *The Ranch House;* McAlester's *A Field Guide to American Houses;* and Lambin's *Preserving Resources from the Recent Past.* Previous architectural and historic contexts on mid-century resources in Las Vegas prepared by this office were also consulted.

D. Evaluator Qualifications

Diana J. Painter, PhD of Painter Preservation & Planning undertook the evaluation of historic and architectural resources for this report. Ms. Painter is a qualified architectural historian as defined in the Code of Federal Regulations, 36 CFR Part 61. She holds a PhD in Architecture and a Masters Degree in Urban Planning, and has 25 years of professional experience in urban design and historic preservation. She is listed as an architectural historian on the roster of consultants on file with the State of Nevada Office of Historic Preservation in Carson City, Nevada.

2. REGULATORY CONTEXT

There are two ways in which a property, in this case a group of properties comprising a district, may be designated a local historic resource in the City of Las Vegas. This first is if the property demonstrates exceptional importance by meeting the evaluation criteria for listing on the State or National Register of Historic Places.

A. National Register Designation

The National Register Criteria for Evaluation are as follows:

> *"The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:*
>
> ***A**. That are associated with events that have made a significant contribution to the broad patterns of our history; or*
>
> ***B.** That are associated with the lives of significant persons in or past; or*
>
> ***C.** That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or*
>
> ***D.** That have yielded or may be likely to yield, information important in history or prehistory.*[3]

In addition to meeting one or more of the above criteria, a property must retain integrity. For a historic district, a rule of thumb for National Register listing is that roughly sixty percent of properties must retain sufficient integrity for a district to retain integrity. The specific qualities that allow a property to be considered contributing take into consideration the reasons for the property's significance and field conditions. These considerations inform the Registration Criteria, which are developed in order to consistently evaluate the individual properties.

B. City of Las Vegas Designation

The second way in which a property may be designated a historic resource is by meeting the local criteria laid out in Chapter 19.06 of the Zoning Code. These criteria are as follows.

[3] Anders, 2002, Chapter II.

A property is determined to be of exceptional significance and expresses a distinctive character because:

- It is at least 50 years old; ***and***
- It is reflective of the City's cultural , social , political or economic past; ***and***
- It is associated with a person or event significant in local, state or national history; ***or***
- It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.[4]

The City has additional criteria that apply specifically to historic districts. A district must also:

i) Include a substantial concentration of properties, buildings or structures which individually meet the criteria above, and which contribute generally to the overall distinctive character of the area and are united historically or visually by plan or physical development.

ii) Be bound by documented historic boundaries such as early roadways, canals, subdivision plats or property lines, or by boundaries which coincide with logical physical or man-made features and reflect recognized neighborhood or area boundaries.

iii) Include non-contributing properties or vacant parcels only to the extent necessary to establish appropriate, logical or convenient boundaries.[5]

C. Registration Criteria

Note that the following Registration Criteria do not have a regulatory basis. They were developed in conjunction with this survey as a way to determine whether properties should be considered contributing or non-contributing to a potential historic district, based on the historic context for the district and findings of the survey.

The following observations were made in the course of the survey. In general, dramatic changes to the form of the building that were visible from the street eliminated the building from being considered a contributing structure. If an addition was made to the rear of the building or in back of the lot (including a garage), it was often considered acceptable. Minor changes in materials were acceptable, but major changes, such as re-cladding the front facade, were not acceptable. Minor changes to building features or the addition of minor architectural detaild or features was considered acceptable, particularly if they were reversible. If one or two windows were replaced, or a door was replaced, this was often considered an acceptable level of change. Generally if there were one or two minor changes to the building, it was considered acceptable. More than two minor changes though, or a major change such as replacing all the windows with vinyl windows, was not acceptable.

Acceptable

- One or two windows replaced in existing opening.
- The addition of a chimney.
- Changes to building finishes that are largely in keeping with the style and character of the building.

[4] City of Las Vegas, Title 19: Zoning Code, page 22.
[5] City of Las Vegas, Title 19: Zoning Code, page 23.

- The addition of a temporary or open carport on the side of the building or in the side yard.
- An addition to the rear of the building.
- An addition to side of building that is set back, with a lower and compatible roof form (provided it does not create the appearance of a Ranch house).
- A garage to the rear of the lot, off the alley, or set back from front of building, provided the roofline is compatible with the rest of the building.
- New windows in existing openings that are in keeping with the style of the building; particularly if they use the existing window frame.
- Minor and/or reversible changes. Example: brackets on a porch support or a wrought iron rail.
- Replacement of roofing with appropriate tile or composition shingle roofing.

Not Acceptable

- If there is a large new feature visible from the street on the front of the building that is not in keeping with the character of the building. Example: bay window on front facade.
- If an addition is made to the end of the building in a way that elongates it and makes it appear more like a Ranch house than a Minimal Traditional house. Example: a room addition or an enclosed garage; exception: an open carport. However, if the addition is subservient to the house (i.e. relatively small) and has appropriate detailing, it may be acceptable.
- If a combination of smaller changes are made that collectively change the appearance of the building. Example: new windows in existing openings plus new siding plus a chimney.
- If the finish is radically altered. Example: adding a brick or perma-stone finish that covers the entire front façade or extends above the window sills to the eaves, or adding aluminum siding.
- If the cladding on the roof is dramatically altered. Example: adding rounded terra cotta tiles.
- If the roofline is radically altered. Example: adding a garage with a flat roof to a side gable house, or a mansard roof to the building.
- If the window or door size, proportion and materials are changed on the front or a visible facade. Example: adding a double French door to the front façade; adding an arched window to the front façade.
- If the front porch or entry is dramatically altered. Example: enclosing the front porch; adding a portico.
- If windows are replaced with vinyl sliding windows with false muntins, and/or uncharacteristic window surrounds are added.

3. HISTORIC CONTEXT

A. Urban Context

Westleigh is an inner ring suburb of the City of Las Vegas which was constructed in the second wave of mid-century home building, the first being the World War II-era housing for defense workers and military families. In the post-war era, home building in Las Vegas was encouraged by federally-insured loan programs guaranteed by the Federal Housing Administration and the Veterans Administration. Home building was also necessary, as the city was expanding rapidly and the demand for new homes was high.

Las Vegas saw its first dramatic growth during the building of Boulder Dam in the 1930s. Thousands of unemployed workers flocked to the city, hoping to work on this massive project. Although many of the workers were housed in the town of Henderson, Las Vegas nonetheless felt the effects of this infusion of federal dollars. This was followed just ten years later by workers hoping to work in Las Vegas' defense industries during the build-up to World War II. Further impacts were due to the growth of military installations during the war, specifically the Army Air Corps Gunnery School (later known as Nellis Air Force Base), with a commensurate need for housing for military personnel and their families. Clark County's population tripled between 1940 and 1950, going from 16,414 people to 48,289 people.[6]

In the post-war era residential development was in response to pent-up demand for housing that was not fulfilled during the war years despite Las Vegas' priority as a defense industry city. It was also due to continued suburban expansion after the war, meeting the needs of those that had settled in Las Vegas during the war. After World War II Las Vegas continued to receive federal funding as a center for Cold War activities. By this time the tourism industry was growing as well, spurring continued growth. Material shortages, however, continued in the immediate post-war era. When construction materials eventually became readily available in the late 1940s, rapid expansion ensued and continued through the 1960s. Between 1950 and 1960 Clark County's population nearly tripled again, and by 1950 it was home to 127,016 people.[7]

The neighborhoods to the east and southeast of the city had fully developed by the mid-1950s, as had areas to the north and northwest. The corridor out Highway 95 had seen some residential construction, but the area west of Las Vegas was slower to develop. Subdivisions in this area in the mid-1950s were still separated by vast tracts of vacant land. Major subdivisions included the Glen Heather Estates, the Westleigh Addition, Artesian Heights, Hyde Park (also by Federal Development Co.), Charleston Heights and Brentwood Park in 1956. The area would not see comprehensive infill development until the 1980s.

[6] 16,414 48,289
[7] "Nevada Population 1861-2000" < http://www.nevada-history.org/charts.html >

B. Building Westleigh

Westleigh Tracts One through Five was developed by the Federal Development Company of Nevada on what appears to have originally been part of the McNeil Tract.[8] When Westleigh Tract One was approved in 1950, W. Roger Barnard was the president and M. D. Schroeder was the secretary-treasurer. In 1952 Harry Domina was the president and Mel Schroeder was the secretary-treasurer. Domina and Schroeder were also the builders, under the name of Frontier Builders. The surveyor/engineer for Tracts One through Three was F. M. Eaton. The surveyor/engineer for Tract Four was Karsten T. Bronken.

Financing was provided by the Bank of Nevada and the Federal Housing Administration or Veterans Administration. The sales office and model house was at 3301 Cashman Drive, at the corner of Cashman and West Charleston Blvd. The tracts were approved by the Regional Planning Commission of Clark County, an indication that the area might still be in the County at this time. A 1951 map of the city, however, shows the subdivision as being at the outer edge but within the city limits, which were at Valley View Blvd.

The five tracts were constructed as follows. By far the greatest number of homes were built in Tracts Three and Four, and correspondingly constructed in 1953 and 1954.

Tracts	No. houses	Year const.
Tract One	49	1952
Tract Two	35	1951/52
Tract Three	164	1953/54
Tract Four	105	1953/54
Tract Five	30	1953,55,56/67

Apparently only Tracts One through Three were initially envisioned, as a newspaper article written on the opening of Tract One notes that 252 homes were planned, whereas today there are 288 homes.

Both Federal Development Company and Frontier Builders were established in Las Vegas in 1947, with offices in the Cornet Building at Fourth and Fremont.[9] The company also developed Hyde Park, northwest of Westleigh. The homes in this subdivision were concrete block and had a more modern Ranch-style appearance, with a large picture window and integrated carport. The companies developed a 350-home tract in Henderson in "modern western-type" homes in 1951. These also had large (9'-0") picture windows. Bert Nicholas of Federal Homes was in charge of this development, operating from offices at 147 Water Street in Henderson. John Replogle was the Superintendent of Construction. They later developed another 550 homes in Henderson, with the slogan, "Builder of the Popular Freedom House in Boulder City, Henderson, L.V." Frontier Builders also built Boris Terrace and Charleston Heights. All these tracts were developed in the early 1950s.

[8] This information was taken from a 1951 map, and has not been further verified.
[9] "New Homes Project for Las Vegas," 1952:3.

4. ARCHITECTURAL CONTEXT

A. Location and Setting

The Westleigh neighborhood, which comprises Tracts One through Five, is directly west of Las Vegas' city center and south of Interstate 95. Its north boundary is West Charleston Blvd., which is a major east-west arterial in Las Vegas. The other major arterials along Westleigh's edge are Valley View Blvd. to the west and Oakey Blvd. to the south. The east boundary is Cashman Drive. It is set amid single family residential neighborhoods, but the area is also characterized by a variety of development types, from commercial to institutional to multi-family and mixed use.

B. Land Use

The Westleigh subdivision was originally made up exclusively of single family homes. Over time several of the homes have been converted to commercial uses along the arterials, specifically on West Charleston and Valley View Blvds. These homes tend to have been dramatically altered, and have the poorest integrity of buildings in the subdivision.

C. Urban Design

Weistleigh is a grid-iron suburban development with alleys. North-south streets, whose right-of-ways are 60' in width, dominate. Correspondingly, the blocks are oriented north-south and individual houses typically face east or west, although the houses at the corners of the block are sited diagonally on the lots and face the intersection. The houses on the bounding blocks of the subdivision on the north and south sides, however, face north. The long block facing north onto Westleigh Avenue protects the subdivision from Oakey Blvd. on the south. Long blocks also protect the development from the Valley View arterial. Lots range in size from .16 to .24 acres, with most lots being .17 to .20 acres, with the lots in Tract Five being slightly larger. Typical dimensions in Tracts One through Four are 107 feet deep and about 76 feet in width. Each full block sees all eight models of homes, resulting in a varied and attractive streetscape.

Streets and alleys are paved in asphalt and sidewalks are concrete. Sidewalks are 4' wide with no planting strip. The subdivision was not planned with carports or garages. Many properties have added adjacent carports or integral or free-standing garages today that are accessed from the street, rather than the alley, even though every property has alley access. Some have also added concrete parking pads, but curb cuts are not consistent throughout the subdivision, and some residents drive over the curb to reach front parking areas.

There are no street trees, but most yards having one or two mature trees, giving an overall impression of regular trees throughout the subdivision. Some home owners have added pools to their property and many have added covered outdoor areas.

In contrast to many of the post-war subdivisions, particularly those developed under the auspices of the Federal Housing Administration, Westleigh, with its rectilinear blocks and alleys and roadway connections to neighboring streets, exhibits an older development pattern. The

rectilinear pattern is not uncommon in Las Vegas, however, and makes sense given the flatness of the topography. Curved and looped street were encouraged by the FHA standards, but one of the purposes of this development pattern was to respect the topography of a site. Another pattern encouraged by FHA standards was to limit points of access to the subdivision, as this was felt to be safer. Westleigh does turn its back on surrounding streets through the lot and block pattern along Oakey and Valley View Blvds., thereby decreasing the amount of traffic entering along these edges. Overall, however, it is well-connected to the grid-iron pattern of the surrounding area.

D. Architectural Design

1. Specifications

Westleigh Tracts One through Five consists of 288 buildings; most are residences with a few commercial businesses. Houses typically range from 800+ square feet to 2,600 square feet in size. The different house sizes occur throughout the different tracts and exhibit the range of dates of construction. The largest number of homes are 1,000 to 1,100 square feet. Only 25 homes are below 1,000 square feet and 20 are larger than 2,000 square feet.

An early advertisement for Westleigh shows that the houses typically had an open living and dining area, but a separated kitchen that was located at the back of the house, facing onto the rear yard. The homes had two or three bedrooms and one bathroom, which were accessed via a small vestibule. An ad lists the following home features.[10] Residents report that the homes were built of very high quality materials, including hardwood floors, lath and plaster interior walls, and wood doors.[11]



COMPARE
THESE FEATURES

- ★ Sliding Wardrobe Doors
- ★ Steel Door Frames
- ★ Flush Slab Doors Throughout
- ★ Trimset Steel Windows
- ★ Schlage Hardware
- ★ Sawyer Hardwood Cabinets
- ★ Oak Hardwood Floors
- ★ Shingled Roofs
- ★ Plastered Interior Walls and Ceilings
- ★ 4-Inch Rock Wool Insulation
- ★ Air Conditioning — Ducts to Each Room
- ★ 4-Ft. Ceramic Tile Over Tub
- ★ Electric Heating
- ☆ Crane Plumbing
- ★ Choice of Paint Colors
- ★ Asphalt Tile in Bath and Kitchen

[10] "Westleigh Tract model Home Open Today for Inspection by Public." August 1950.
[11] A neighborhood meeting with the Westleigh neighborhood in January 2009.

Appliances were by Westinghouse and kitchens were Youngstown Kitchens. The homes came with "automatic laundry units" and electric dishwashers.[12] The newspaper also reported that the homes had electric radiant heat and a "ducted cooling system."[13] Residents report that these were swamp coolers. There were no garages or carports. The homes did, however, come with landscaping, according to the early advertisement. Another advantage was the eight floor plans from which to choose.

2. Building form and massing

Originally most homes had L-shaped, or nearly square or rectangular footprints. The roof forms were typically side gable, cross gable, or hip roofs with the main ridgeline parallel to the street. Today the majority of homes have irregular footprints, exhibiting additions primarily to the rear of the houses. Because the additions are typically to the rear, the roof forms as viewed from the street are often intact. In a number of cases, however, a side gable building has been extended into the side yard, increasing the length of the building and altering its basic shape.

3. Architectural features

The original houses exhibited relatively simple details. Porch supports were 4"x 4" or 5"x 5" posts. Porch overhangs were extensions of the roofs, but distinguished from them by pitch or shape. They were typically broader than the door, but did not extend the width of the house or the "L" where the entry was located.

Entries were either on the front façade, close to the center of the building, or to the side, close to the angle of the "L", with a few exceptions. Eaves were narrow, with open rafters covered with a plain fascia board in most cases. Many homes have integral gutters today, but the overall appearance is the same.

Chimneys are not original to the subdivision, but many homes have chimneys today. Materials include concrete block, brick, and stone-faced chimneys, with the most common being concrete block.

The original doors on the homes, according to early ads for the subdivision, were flush metal doors. Today the homes display a variety of door types, from flush doors to false paneled doors, with or without lights.

The original windows on the homes were steel frame. Picture windows were located on the front and primary facades. There were a variety of window types located on all facades, but most were casement windows. Even windows that appeared to be double-hung were often two-light windows with an awning-type operation. A common design feature was a horizontally-oriented, three-light window with operable casements. A common and unique design feature was a metal louver along the bottom of the windows. These were enclosed from the interior by a hopper-style window.

4. Materials

Cladding or finishes to the homes in the subdivision include stucco, clapboard details, and brick and stone veneer, primarily used as an accent under the window sills. The original buildings were

[12] Residents report that dishwashers were provided in early phases of the development.
[13] Residents note that later phases of the development had forced air heat.

probably finished in relatively smooth stucco. Today some homes exhibit a more highly textured stucco finish.

The most common roofing material seen in the subdivision in early phases was a thick cement tile that lent a heavily textured appearance.[14] In later phases, according to residents, roofs were finished in wood shingles. Other roofing materials today include composition and asphalt shingle.

Porch floors were concrete slab, just about 6" above grade. Porch supports were wood, although today a variety of materials are used to support and screen porches and other outdoor areas, including decorative metal supports and open concrete blocks.

Windows were steel-frame, with casement or awning-style operations. A unique feature of the homes is that these windows had louvers along the bottom edge that were closed from the inside by an operable pane of glass. These are character-defining features of the homes.

E. Architectural Context

The homes in the Westleigh neighborhood are transitional between the earlier Minimal Traditional style and the later Ranch house. This is in part because they are nearly square or just slightly elongated, in contrast to the long, low-slung form that characterizes the western or California Ranch house. They exhibit complex roof forms, another feature that distinguishes them from the classic Ranch house, and relatively narrow eaves. Finally, the design of the windows, with their smaller sash and casement and awning-style operations, is not typical of the later Ranch style, which tended towards larger windows and larger individual panes of glass.

The Minimal Traditional house developed at a time when the Federal Housing Administration was developing standards for homes that would result in an economic and efficient building that nonetheless provided an acceptable level of housing quality. The largely square footprint minimized wall construction while maximizing floor area. Hallways were minimized and some rooms took on multiple functions, primarily the dining/living room. Roof pitches were relatively low and eaves narrow, saving on building materials. Visual interest was provided by changes and contrasts in building materials and texture. They typically did not incorporate a carport or garage.

The Ranch house, which has its origins in the Spanish Colonial architecture of the American southwest, was popularized by designer and developer Cliff May and Menlo Park-based Sunset magazine. Construction and production processes for building these wood-frame homes became streamlined in the construction of defense industry housing in the build-up to World War II, when it was necessary to build very rapidly. Design and construction efficiency was refined in the post-war building boom, and the Ranch house became the home of choice throughout most of the country.

The Ranch house evolved from the earlier Minimal Traditional home, but nonetheless retained some of the efficiencies developed in the prewar era, including efficiencies in building construction methods. In contrast to the earlier style, however, Ranch homes were long and low, with a rectangular, L-shaped, or shallow U-shaped footprint. They have deeper eaves, but often a shallower roof pitch. Glass areas are often large, with horizontally-oriented lights with a

[14] According to residents this material was used in early phases of the development.

casement or sliding sash operation, in addition to fixed windows, including picture windows. Ranch houses often exhibit an open floor plan in the public rooms, which create multi-functional spaces. Lastly, they typically incorporate an attached carport or garage.

F. Character-Defining Features

The following features of the homes in Westleigh are judged to be particularly important, given findings from the survey and the characteristic-defining features of the buildings.

1. Building form and massing

The overall simple form and rooflines of the buildings are important features. Changes that would alter the perception of the building's form as viewed from the street diminish the ability of the building to convey its historic modest size and somewhat cubic form. These would include changes that make the building footprint appear as a long rectangle as viewed from the street, such as adding an enclosed garage at the end of the structure. Adding a second story to the building also impacts its form. Creating an addition that adds an uncharacteristic roof pitch would also undermines the building's perceived form. If a garage or other additional structure is added to the site, it should be placed toward the rear of the lot. The perceived size of a garage addition should not be greater than that of the house.

2. Design

The buildings in Westleigh are generally asymmetrical in their design, but have relatively simple features.

Porches. Historically the porches in Westleigh were small and relatively open. They were supported by simple wood posts. Changes to porches that occurred 50 or more years ago may be considered acceptable. If porch rails are added, it is preferable that they be fairly transparent in appearance, such as a wrought iron rail. It is not acceptable to enclose porches.

Windows. The most distinctive and unusual features of Westleigh houses are their windows, which are steel frame, many with louvers along the bottom and no surrounds. Historically windows operated as casements or awning-style windows. In general they had a horizontal orientation, but were not large. If windows are altered, it is preferable to keep the historic frames and change just the glass within the existing opening. If the frames are damaged or there is another reason they cannot be retained, it is preferable to replace them with a similar window with a narrow metal frame. The size, proportions and shape of the window openings should be retained. Under no circumstances is it acceptable to replace existing windows in vinyl windows with vinyl muntins or any windows with small, divided lights, or to add wide window surrounds.

Doors. When built the homes at Westleigh had flush doors without embellishment. It is desirable to retain this plain appearance in any new doors. Replacement doors in view of the public street should be simple. Windows with unusual shapes such as fanlights should be avoided. Double doors should be avoided. As in replacement windows, the existing openings on the public facades should be retained.

3. Materials and workmanship

The buildings utilized fairly traditional materials for the time and for the style of architecture, and were also built using traditional building methods. Most of the homes were finished in stucco and had clapboard accents. Many have a brick or stone accent under windows today, a feature

this is in keeping with the style. Historic windows had steel frames. Historic roofing was cement tile or wood shingle.

Finishes. Correspondingly, historic finishes should be retained if at all possible. It is not acceptable to create an entire veneer of brick or stone on the building, as this detracts from the horizontal line of the building of what is usually a veneer that comes up to the window sills. It is not acceptable to clad the building in synthetic materials such as vinyl siding, as this creates a different texture than was there historically. The relatively smooth finishes of the buildings should be preserved. Heavily textured and decorative stucco finishes are not characteristic of the buildings and should be avoided.

Roofing. The underlying characteristics of the historic roofing materials were their heavy or rustic texture. It is possible to create a similar effect with some of the composition shingles on the market. There may also be tiles on the market that achieve a similar effect.

WESTLEIGH NEIGHBORHOOD
HISTORIC RESOURCE SURVEY

CHAPTER 5: REFERENCES

Ames, David L. and Linda Flint McClelland, *National Register Bulletin Historic Residential Suburbs.* Washington DC: US Department of the Interior, National Park Service, 2002.

Andrus, Patrick W., *How to Apply the National Register Criteria for Evaluation*. Washington DC: U.S. Department of the Interior, National Park Service, *2002 (1990).*

Campbell Realty Company, *Las Vegas Valley Map, Clark County, Nevada*, 1958.

Campbell Realty Company, *Map of Las Vegas and Vicinity, Clark County, Nevada*, 1951.

"Charleston Area Rezoning Set for Final Discussion," *Las Vegas Review-Journal,* _____21, 1952.

City of Las Vegas, "Chapter 19.06 Special Purpose and Overlay Districts, Historic Designation," *Title 19: Zoning Code.* http://www.lasvegasnevada.gov/files/Chapter_19.06.pdf, downloaded February 2009.

Dean, John P. and Simon Breines, *The Book of Houses.* New York: Crown Publishers, 1946.

Hess, Alan, *The Ranch House.* New York: Harry N. Abrams, Inc., Publishers, 2004.

Lambin, Jeanne, *Preserving Resources from the Recent Past.* Washington DC: The National Trust for historic Preservation, n.d.

McAlester, Virginia & Lee, *A Field Guide to American Houses.* New York: Alfred A. Knopf, 2000.

"On Sale Now, Westleigh Tract – No. 3," (ad), *Las Vegas Review-Journal.*

"Nevada Population 1861-2000" *Nevada History*, < http://www.nevada-history.org/charts.html > downloaded February 24, 2009.

"New Homes Project For Las Vegas," *Las Vegas Review-Journal,* June 27, 1952.

"New Homes," *Las Vegas Review-Journal,* November 16, 1952.

Painter, Diana J., *Berkley Square Historic Resource Survey and Inventory.* Prepared for the City of Las Vegas, August 2005.

Sunset Magazine and Cliff May, Sunset Western Ranch Houses. Santa Monica, CA: Hennessey + Ingalls Art and Architecture Books, 1999 (originally published by Lane Publishing Company, 1946, renewed in 1976).

"Veterans! You, Too . . . Can Live In Westleigh," (ad), *Las Vegas Review-Journal,* November 16, 1952.

"Welcome Map Greater Las Vegas Area," 1956.

"Westleigh Tract Model Home Open Today for Inspection by Public," *Las Vegas Review-Journal,* August 20, 1951.

Westleigh Tract No. 1 through Westleigh Tract No. 5, plat maps, ca. 1950.

Exhibits

Appendix

LIST OF CONTRIBUTING AND NON-CONTRIBUTING PR0PERITES

SITE ID	TRACT	PRCL NO	ST NO	DIR	ST NAME	ST TYPE	C/N-C
1	1	16205110007	1140		MELVILLE	DR	**Non-contributing**
2	1	16205110006	1134		MELVILLE	DR	**Contributing**
3	1	16205110005	1128		MELVILLE	DR	**Non-contributing**
4	1	16205110004	1122		MELVILLE	DR	**Contributing**
5	1	16205110003	1116		MELVILLE	DR	**Contributing**
6	1	16205110002	1110		MELVILLE	DR	**Contributing**
7	1	16205110001	3701	W	CHARLESTON	BLVD	**Non-contributing**
8	1	16205110008	1141		MELVILLE	DR	**Contributing**
9	1	16205110009	1133		MELVILLE	DR	**Contributing**
10	1	16205110010	1127		MELVILLE	DR	**Contributing**
11	1	16205110011	1121		MELVILLE	DR	**Contributing**
12	1	16205110012	1115		MELVILLE	DR	**Non-contributing**
13	1	16205110013	1109		MELVILLE	DR	**Contributing**
14	1	16205110014	3615	W	CHARLESTON	BLVD	**Contributing**
15	1	16205110015	3607	W	CHARLESTON	BLVD	**Contributing**
16	1	16205110016	3601	W	CHARLESTON	BLVD	**Non-contributing**
17	1	16205110017	1110		DARMAK	DR	**Contributing**
18	1	16205110018	1116		DARMAK	DR	**Non-contributing**
19	1	16205110019	1122		DARMAK	DR	**Non-contributing**
20	1	16205110020	1128		DARMAK	DR	**Non-contributing**
21	1	16205110021	1134		DARMAK	DR	**Non-contributing**
22	1	16205110022	1140		DARMAK	DR	**Contributing**
23	1	16205110023	1141		DARMAK	DR	**Contributing**
24	1	16205110024	1133		DARMAK	DR	**Contributing**
25	1	16205110025	1127		DARMAK	DR	**Non-contributing**
26	1	16205110026	1121		DARMAK	DR	**Contributing**
27	1	16205110027	1115		DARMAK	DR	**Contributing**
28	1	16205110028	1109		DARMAK	DR	**Contributing**
29	1	16205110029	3515	W	CHARLESTON	BLVD	**Non-contributing**
30	1	16205110030	3507	W	CHARLESTON	BLVD	**Contributing**
31	1	16205110031	3501	W	CHARLESTON	BLVD	**Non-contributing**
32	1	16205110032	1110		DOUGLAS	DR	**Contributing**
33	1	16205110033	1116		DOUGLAS	DR	**Contributing**
34	1	16205110034	1122		DOUGLAS	DR	**Contributing**
35	1	16205110035	1128		DOUGLAS	DR	**Contributing**
36	1	16205110036	1134		DOUGLAS	DR	**Contributing**
37	1	16205110037	1140		DOUGLAS	DR	**Non-contributing**
38	1	16205110038	1141		DOUGLAS	DR	**Contributing**
39	1	16205110039	1133		DOUGLAS	DR	**Contributing**
40	1	16205110040	1127		DOUGLAS	DR	**Non-contributing**
41	1	16205110041	1121		DOUGLAS	DR	**Contributing**
42	1	16205110042	1115		DOUGLAS	DR	**Contributing**
43	1	16205110043	1109		DOUGLAS	DR	**Non-contributing**
44	1	16205110044	3415	W	CHARLESTON	BLVD	**Non-contributing**

45	1	16205110045	3407	W	CHARLESTON	BLVD	**Non-contributing**
46	1	16205110046	3401	W	CHARLESTON	BLVD	**Non-contributing**
47	1	16205110047	1110		BARNARD	DR	**Non-contributing**
48	1	16205110048	1116		BARNARD	DR	**Non-contributing**
49	1	16205110049	1122		BARNARD	DR	**Non-contributing**
50	1	16205110050	1128		BARNARD	DR	**Non-contributing**
51	1	16205110051	1134		BARNARD	DR	**Non-contributing**
52	1	16205110052	1140		BARNARD	DR	**Contributing**
53	1	16205110053	1141		BARNARD	DR	**Non-contributing**
54	1	16205110054	1133		BARNARD	DR	**Non-contributing**
55	1	16205110055	1127		BARNARD	DR	**Non-contributing**
56	1	16205110056	1121		BARNARD	DR	**Non-contributing**
57	1	16205110057	1115		BARNARD	DR	**Non-contributing**
58	1	16205110058	1109		BARNARD	DR	**Non-contributing**
59	1	16205110059	3317	W	CHARLESTON	BLVD	**Non-contributing**
60	1	16205110060	3309	W	CHARLESTON	BLVD	**Non-contributing**
61	2	16205114001	1200		BARNARD	DR	**Contributing**
62	2	16205114002	1206		BARNARD	DR	**Non-contributing**
63	2	16205114003	1212		BARNARD	DR	**Contributing**
64	2	16205114004	1218		BARNARD	DR	**Non-contributing**
65	2	16205114005	1224		BARNARD	DR	**Contributing**
66	2	16205114006	1230		BARNARD	DR	**Non-contributing**
67	2	16205114007	1238		BARNARD	DR	**Non-contributing**
68	2	16205114008	1244		BARNARD	DR	**Non-contributing**
69	2	16205211004	1248		BARNARD	DR	**Contributing**
70	2	16205211003	1254		BARNARD	DR	**Contributing**
71	2	16205211002	1260		BARNARD	DR	**Contributing**
72	2	16205211001	1266		BARNARD	DR	**Contributing**
73	2	16205211008	1267		BARNARD	DR	**Contributing**
74	2	16205211007	1261		BARNARD	DR	**Non-contributing**
75	2	16205211006	1255		BARNARD	DR	**Non-contributing**
76	2	16205211005	1247		BARNARD	DR	**Contributing**
77	2	16205114009	1243		BARNARD	DR	**Non-contributing**
78	2	16205114010	1237		BARNARD	DR	**Contributing**
79	2	16205114011	1231		BARNARD	DR	**Contributing**
80	2	16205114012	1225		BARNARD	DR	**Contributing**
81	2	16205114013	1219		BARNARD	DR	**Non-contributing**
82	2	16205114014	1213		BARNARD	DR	**Contributing**
83	2	16205114015	1205		BARNARD	DR	**Contributing**
84	2	16205114016	1201		BARNARD	DR	**Contributing**
85	3	16205210001	1266		MELVILLE	DR	**Contributing**
86	3	16205210002	1260		MELVILLE	DR	**Non-contributing**
87	3	16205210003	1254		MELVILLE	DR	**Non-contributing**
88	3	16205210004	1248		MELVILLE	DR	**Contributing**
89	3	16205113008	1242		MELVILLE	DR	**Non-contributing**
90	3	16205113007	1236		MELVILLE	DR	**Non-contributing**
91	3	16205113006	1230		MELVILLE	DR	**Contributing**
92	3	16205113005	1224		MELVILLE	DR	**Contributing**
93	3	16205113004	1218		MELVILLE	DR	**Contributing**
94	3	16205113003	1212		MELVILLE	DR	**Non-contributing**

95	3	16205113002	1206	MELVILLE	DR	**Contributing**
96	3	16205113001	1200	MELVILLE	DR	**Contributing**
97	3	16205113016	1201	MELVILLE	DR	**Non-contributing**
98	3	16205113015	1207	MELVILLE	DR	**Non-contributing**
99	3	16205113014	1213	MELVILLE	DR	**Contributing**
100	3	16205113013	1219	MELVILLE	DR	**Non-contributing**
101	3	16205113012	1225	MELVILLE	DR	**Contributing**
102	3	16205113011	1231	MELVILLE	DR	**Non-contributing**
103	3	16205113010	1237	MELVILLE	DR	**Contributing**
104	3	16205113009	1243	MELVILLE	DR	**Contributing**
105	3	16205210005	1247	MELVILLE	DR	**Non-contributing**
106	3	16205210006	1255	MELVILLE	DR	**Non-contributing**
107	3	16205210007	1261	MELVILLE	DR	**Contributing**
108	3	16205210008	1267	MELVILLE	DR	**Contributing**
109	3	16205210009	1266	DARMAK	DR	**Contributing**
110	3	16205210010	1260	DARMAK	DR	**Non-contributing**
111	3	16205210011	1254	DARMAK	DR	**Non-contributing**
112	3	16205210012	1248	DARMAK	DR	**Contributing**
113	3	16205113024	1242	DARMAK	DR	**Contributing**
114	3	16205113023	1236	DARMAK	DR	**Non-contributing**
115	3	16205113022	1230	DARMAK	DR	**Contributing**
116	3	16205113021	1224	DARMAK	DR	**Contributing**
117	3	16205113020	1218	DARMAK	DR	**Contributing**
118	3	16205113019	1212	DARMAK	DR	**Non-contributing**
119	3	16205113018	1206	DARMAK	DR	**Contributing**
120	3	16205113017	1200	DARMAK	DR	**Contributing**
121	3	16205113032	1201	DARMAK	DR	**Contributing**
122	3	16205113031	1207	DARMAK	DR	**Contributing**
123	3	16205113030	1213	DARMAK	DR	**Contributing**
124	3	16205113029	1219	DARMAK	DR	**Non-contributing**
125	3	16205113028	1225	DARMAK	DR	**Contributing**
126	3	16205113027	1231	DARMAK	DR	**Contributing**
127	3	16205113026	1237	DARMAK	DR	**Non-contributing**
128	3	16205113025	1243	DARMAK	DR	**Non-contributing**
129	3	16205210013	1247	DARMAK	DR	**Contributing**
130	3	16205210014	1255	DARMAK	DR	**Non-contributing**
131	3	16205210015	1261	DARMAK	DR	**Contributing**
132	3	16205210016	1267	DARMAK	DR	**Non-contributing**
133	3	16205210017	1266	DOUGLAS	DR	**Non-contributing**
134	3	16205210018	1260	DOUGLAS	DR	**Contributing**
135	3	16205210019	1254	DOUGLAS	DR	**Contributing**
136	3	16205210020	1248	DOUGLAS	DR	**Non-contributing**
137	3	16205113040	1242	DOUGLAS	DR	**Contributing**
138	3	16205113039	1236	DOUGLAS	DR	**Contributing**
139	3	16205113038	1230	DOUGLAS	DR	**Contributing**
140	3	16205113037	1224	DOUGLAS	DR	**Contributing**
141	3	16205113036	1218	DOUGLAS	DR	**Contributing**
142	3	16205113035	1212	DOUGLAS	DR	**Contributing**
143	3	16205113034	1206	DOUGLAS	DR	**Non-contributing**
144	3	16205113033	1200	DOUGLAS	DR	**Contributing**

145	3	16205113048	1201	DOUGLAS	DR	**Non-contributing**
146	3	16205113047	1207	DOUGLAS	DR	**Contributing**
147	3	16205113046	1213	DOUGLAS	DR	**Non-contributing**
148	3	16205113045	1219	DOUGLAS	DR	**Non-contributing**
149	3	16205113044	1225	DOUGLAS	DR	**Non-contributing**
150	3	16205113043	1231	DOUGLAS	DR	**Contributing**
151	3	16205113042	1237	DOUGLAS	DR	**Non-contributing**
152	3	16205113041	1243	DOUGLAS	DR	**Contributing**
153	3	16205210021	1247	DOUGLAS	DR	**Non-contributing**
154	3	16205210022	1255	DOUGLAS	DR	**Contributing**
155	3	16205210023	1261	DOUGLAS	DR	**Non-contributing**
156	3	16205210024	1267	DOUGLAS	DR	**Contributing**
157	4	16205215011	3700	WESTLEIGH	AVE	**Contributing**
158	4	16205215010	1354	MELVILLE	DR	**Contributing**
159	4	16205215009	1348	MELVILLE	DR	**Contributing**
160	4	16205215008	1342	MELVILLE	DR	**Contributing**
161	4	16205215007	1336	MELVILLE	DR	**Contributing**
162	4	16205215006	1330	MELVILLE	DR	**Contributing**
163	4	16205215005	1324	MELVILLE	DR	**Contributing**
164	4	16205215004	1318	MELVILLE	DR	**Contributing**
165	4	16205215003	1312	MELVILLE	DR	**Contributing**
166	4	16205215002	1306	MELVILLE	DR	**Non-contributing**
167	4	16205215001	1300	MELVILLE	DR	**Non-contributing**
168	4	16205215023	1301	MELVILLE	DR	**Contributing**
169	4	16205215022	1307	MELVILLE	DR	**Contributing**
170	3	16205215021	1313	MELVILLE	DR	**Contributing**
171	4	16205215020	1319	MELVILLE	DR	**Contributing**
172	4	16205215019	1325	MELVILLE	DR	**Contributing**
173	4	16205215018	1331	MELVILLE	DR	**Non-contributing**
174	4	16205215017	1337	MELVILLE	DR	**Contributing**
175	4	16205215016	1343	MELVILLE	DR	**Contributing**
176	4	16205215015	1349	MELVILLE	DR	**Contributing**
177	4	16205215014	1355	MELVILLE	DR	**Contributing**
178	4	16205215033	1354	DARMAK	DR	**Non-contributing**
179	4	16205215032	1348	DARMAK	DR	**Non-contributing**
180	4	16205215031	1342	DARMAK	DR	**Non-contributing**
181	4	16205215030	1336	DARMAK	DR	**Contributing**
182	4	16205215029	1330	DARMAK	DR	**Contributing**
183	4	16205215028	1324	DARMAK	DR	**Contributing**
184	4	16205215027	1318	DARMAK	DR	**Contributing**
185	4	16205215026	1312	DARMAK	DR	**Contributing**
186	4	16205215025	1306	DARMAK	DR	**Contributing**
187	4	16205215024	1300	DARMAK	DR	**Contributing**
188	4	16205215045	1301	DARMAK	DR	**Contributing**
189	4	16205215044	1307	DARMAK	DR	**Contributing**
190	4	16205215043	1313	DARMAK	DR	**Contributing**
191	4	16205215042	1319	DARMAK	DR	**Contributing**
192	4	16205215041	1325	DARMAK	DR	**Contributing**
193	4	16205215040	1331	DARMAK	DR	**Non-contributing**
194	4	16205215039	1337	DARMAK	DR	**Contributing**

195	4	16205215038	1343	DARMAK	DR	**Contributing**
196	4	16205215037	1349	DARMAK	DR	**Contributing**
197	4	16205215036	1355	DARMAK	DR	**Non-contributing**
198	4	16205215055	1354	DOUGLAS	DR	**Contributing**
199	4	16205215054	1348	DOUGLAS	DR	**Contributing**
200	4	16205215053	1342	DOUGLAS	DR	**Contributing**
201	4	16205215052	1336	DOUGLAS	DR	**Contributing**
202	4	16205215051	1330	DOUGLAS	DR	**Contributing**
203	4	16205215050	1324	DOUGLAS	DR	**Contributing**
204	4	16205215049	1318	DOUGLAS	DR	**Contributing**
205	4	16205215048	1312	DOUGLAS	DR	**Non-contributing**
206	4	16205215047	1306	DOUGLAS	DR	**Non-contributing**
207	4	16205215046	1300	DOUGLAS	DR	**Non-contributing**
208	4	16205215068	1301	DOUGLAS	DR	**Non-contributing**
209	4	16205215067	1307	DOUGLAS	DR	**Non-contributing**
210	4	16205215066	1313	DOUGLAS	DR	**Contributing**
211	4	16205215065	1319	DOUGLAS	DR	**Contributing**
212	4	16205215064	1325	DOUGLAS	DR	**Contributing**
213	4	16205215063	1331	DOUGLAS	DR	**Non-contributing**
214	4	16205215062	1337	DOUGLAS	DR	**Contributing**
215	4	16205215061	1343	DOUGLAS	DR	**Contributing**
216	4	16205215060	1349	DOUGLAS	DR	**Contributing**
217	4	16205215059	1355	DOUGLAS	DR	**Contributing**
218	4	16205215078	1354	BARNARD	DR	**Contributing**
219	4	16205215077	1348	BARNARD	DR	**Non-contributing**
220	4	16205215076	1342	BARNARD	DR	**Non-contributing**
221	4	16205215075	1336	BARNARD	DR	**Contributing**
222	4	16205215074	1330	BARNARD	DR	**Contributing**
223	4	16205215073	1324	BARNARD	DR	**Contributing**
224	4	16205215072	1318	BARNARD	DR	**Non-contributing**
225	4	16205215071	1312	BARNARD	DR	**Contributing**
226	4	16205215070	1306	BARNARD	DR	**Non-contributing**
227	4	16205215069	1300	BARNARD	DR	**Non-contributing**
228	4	16205215081	1301	BARNARD	DR	**Contributing**
229	4	16205215082	1307	BARNARD	DR	**Contributing**
230	4	16205215083	1313	BARNARD	DR	**Contributing**
231	4	16205215084	1319	BARNARD	DR	**Non-contributing**
232	4	16205215085	1325	BARNARD	DR	**Contributing**
233	4	16205215086	1331	BARNARD	DR	**Non-contributing**
234	4	16205215087	1337	BARNARD	DR	**Non-contributing**
235	4	16205215088	1343	BARNARD	DR	**Non-contributing**
236	4	16205215089	1349	BARNARD	DR	**Non-contributing**
237	4	16205215090	1355	BARNARD	DR	**Non-contributing**
238	4	16205215092	3306	WESTLEIGH	AVE	**Non-contributing**
239	4	16205215091	3312	WESTLEIGH	AVE	**Contributing**
240	4	16205215079	3400	WESTLEIGH	AVE	**Contributing**
241	4	16205215080	3406	WESTLEIGH	AVE	**Non-contributing**
242	4	16205215058	3412	WESTLEIGH	AVE	**Non-contributing**
243	4	16205215056	3500	WESTLEIGH	AVE	**Contributing**
244	4	16205215057	3506	WESTLEIGH	AVE	**Non-contributing**

245	4	16205215035	3512		WESTLEIGH	AVE	**Contributing**
246	4	16205215034	3600		WESTLEIGH	AVE	**Contributing**
247	4	16205215012	3606		WESTLEIGH	AVE	**Non-contributing**
248	4	16205215013	3612		WESTLEIGH	AVE	**Contributing**
249	4	16205215106	3707		WESTLEIGH	AVE	**Contributing**
250	4	16205215105	3701		WESTLEIGH	AVE	**Contributing**
251	4	16205215104	3613		WESTLEIGH	AVE	**Contributing**
252	4	16205215103	3607		WESTLEIGH	AVE	**Contributing**
253	4	16205215102	3601		WESTLEIGH	AVE	**Contributing**
254	4	16205215101	3513		WESTLEIGH	AVE	**Non-contributing**
255	4	16205215100	3507		WESTLEIGH	AVE	**Non-contributing**
256	4	16205215099	3501		WESTLEIGH	AVE	**Contributing**
257	4	16205215098	3419		WESTLEIGH	AVE	**Contributing**
258	4	16205215097	3413		WESTLEIGH	AVE	**Non-contributing**
259	4	16205215096	3407		WESTLEIGH	AVE	**Contributing**
260	4	16205215095	3401		WESTLEIGH	AVE	**Contributing**
261	4	16205215094	3313		WESTLEIGH	AVE	**Non-contributing**
262	4	16205215093	3307		WESTLEIGH	AVE	**Non-contributing**
263	5	16205212013	1400		CASHMAN	DR	**Non-contributing**
264	5	16205212012	1358		CASHMAN	DR	**Non-contributing**
265	5	16205212011	1354		CASHMAN	DR	**Non-contributing**
266	5	16205212010	1348		CASHMAN	DR	**Non-contributing**
267	5	16205212009	1342		CASHMAN	DR	**Non-contributing**
268	5	16205212008	1336		CASHMAN	DR	**Non-contributing**
269	5	16205212007	1330		CASHMAN	DR	**Non-contributing**
270	5	16205212006	1322		CASHMAN	DR	**Non-contributing**
271	5	16205212005	1308		CASHMAN	DR	**Non-contributing**
272	5	16205212004	1300		CASHMAN	DR	**Non-contributing**
273	5	16205212003	1266		CASHMAN	DR	**Non-contributing**
274	5	16205212002	1260		CASHMAN	DR	**Non-contributing**
275	5	16205212001	1254		CASHMAN	DR	**Contributing**
276	5	16205111013	1246		CASHMAN	DR	**Non-contributing**
277	5	16205111012	1238		CASHMAN	DR	**Non-contributing**
278	5	16205111011	1230		CASHMAN	DR	**Non-contributing**
279	5	16205111010	1224		CASHMAN	DR	**Contributing**
280	5	16205111009	1216		CASHMAN	DR	**Non-contributing**
281	5	16205111008	1208		CASHMAN	DR	**Non-contributing**
282	5	16205111007	1200		CASHMAN	DR	**Non-contributing**
283	5	16205111006	1140		CASHMAN	DR	**Contributing**
284	5	16205111005	1130		CASHMAN	DR	**Non-contributing**
285	5	16205111004	1120		CASHMAN	DR	**Contributing**
286	5	16205111003	1114		CASHMAN	DR	**Non-contributing**
287	5	16205111002	1108		CASHMAN	DR	**Non-contributing**
288	5	16205111001	3301	W	CHARLESTON	BLVD	**Non-contributing**

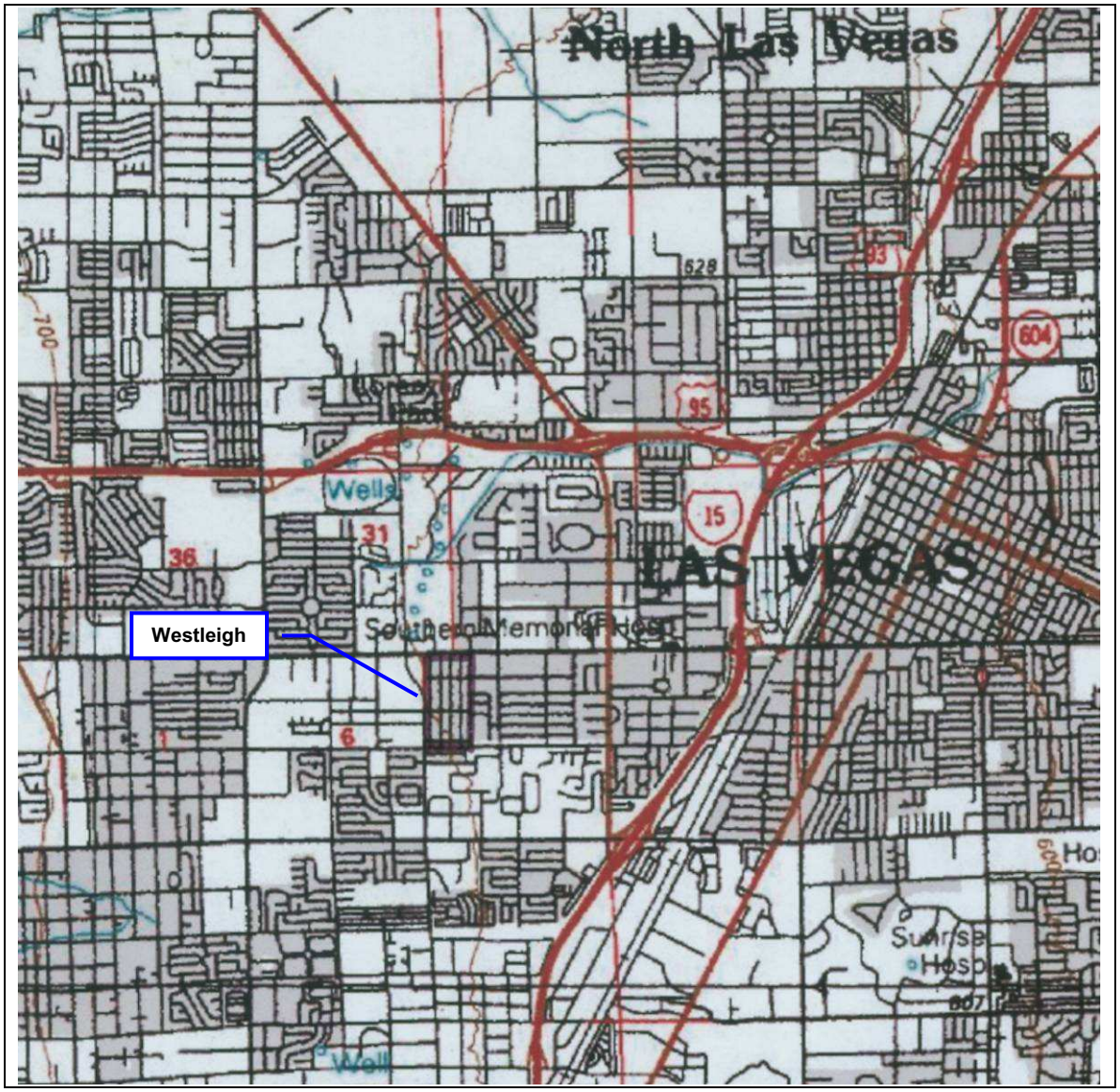


Figure 1: Regional location map

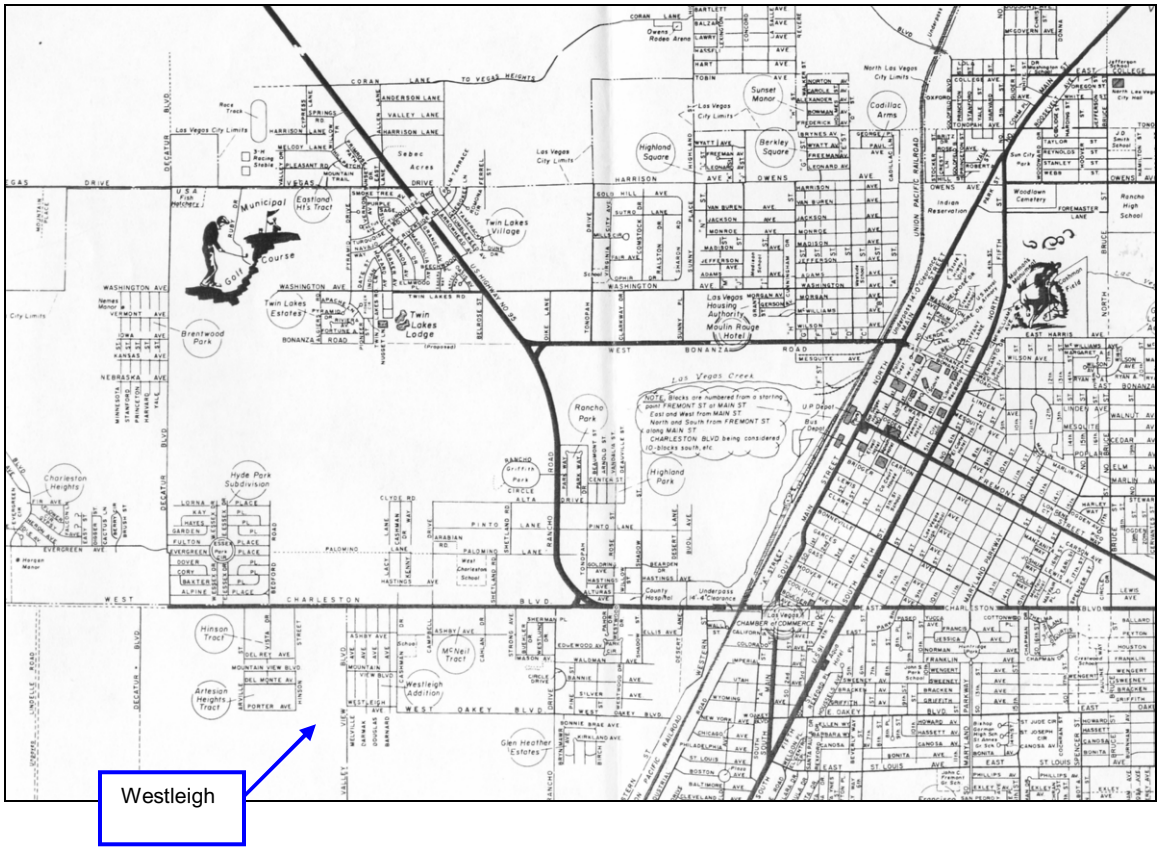


Figure 3: Subdivisions in west Las Vegas in 1956

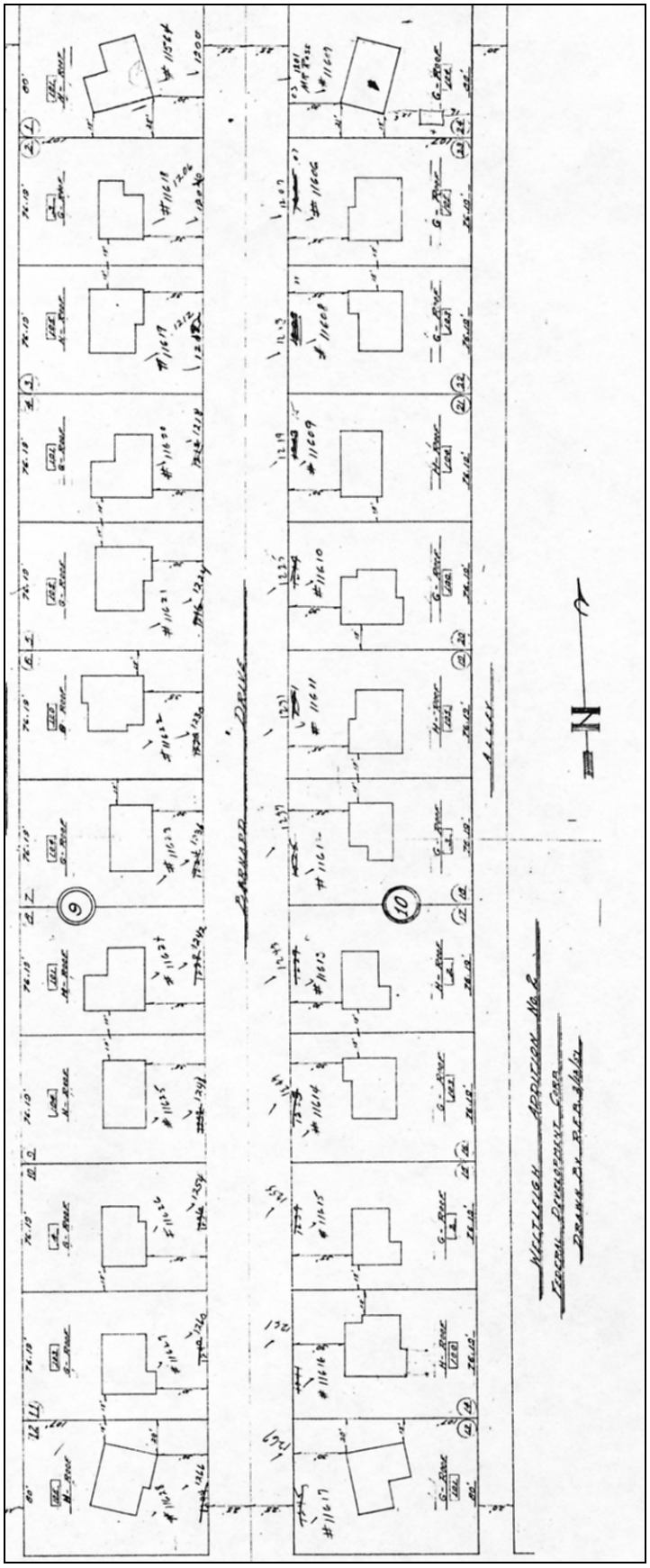


Figure 4: 1951 plat map showing shape of houses

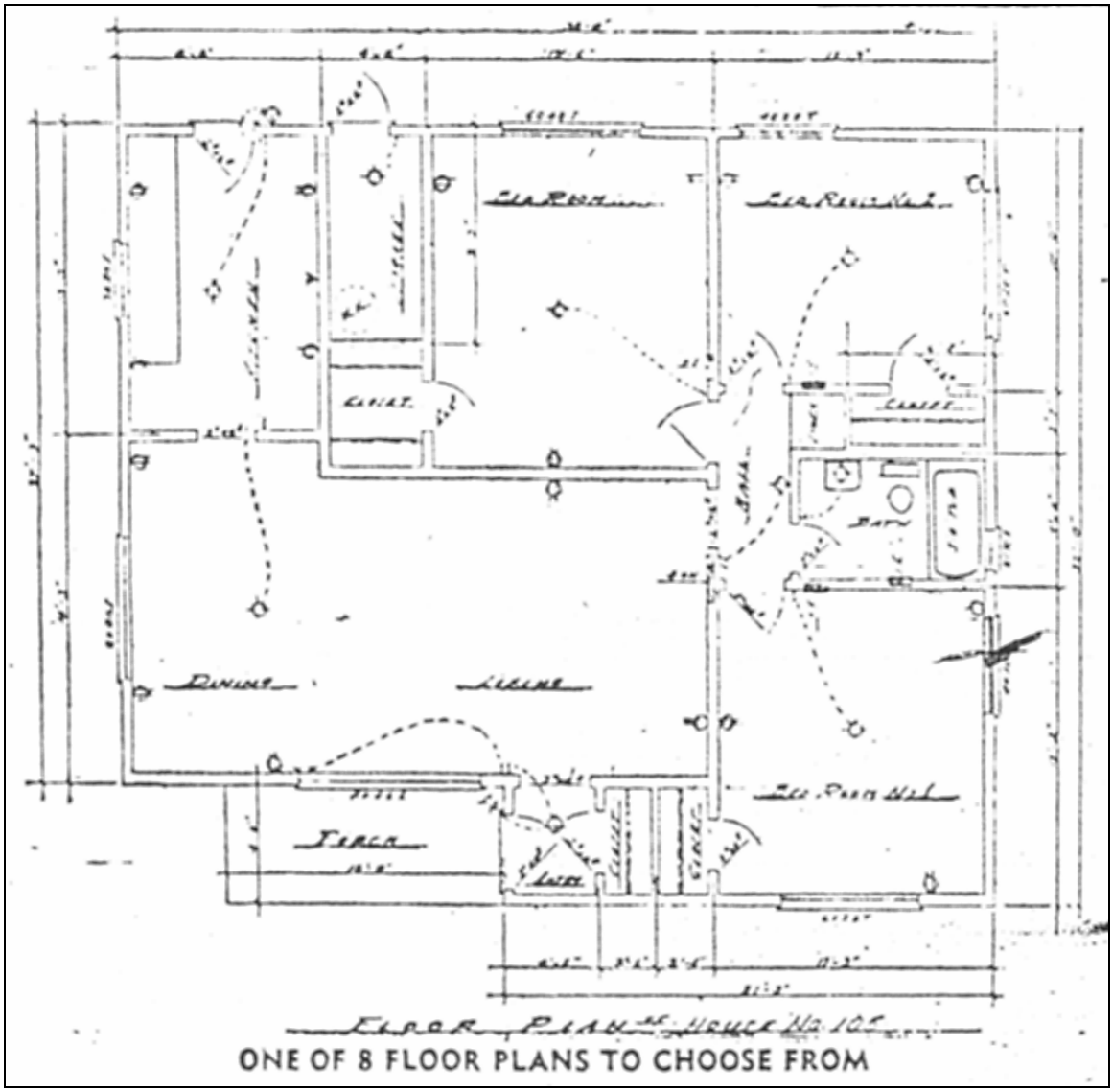
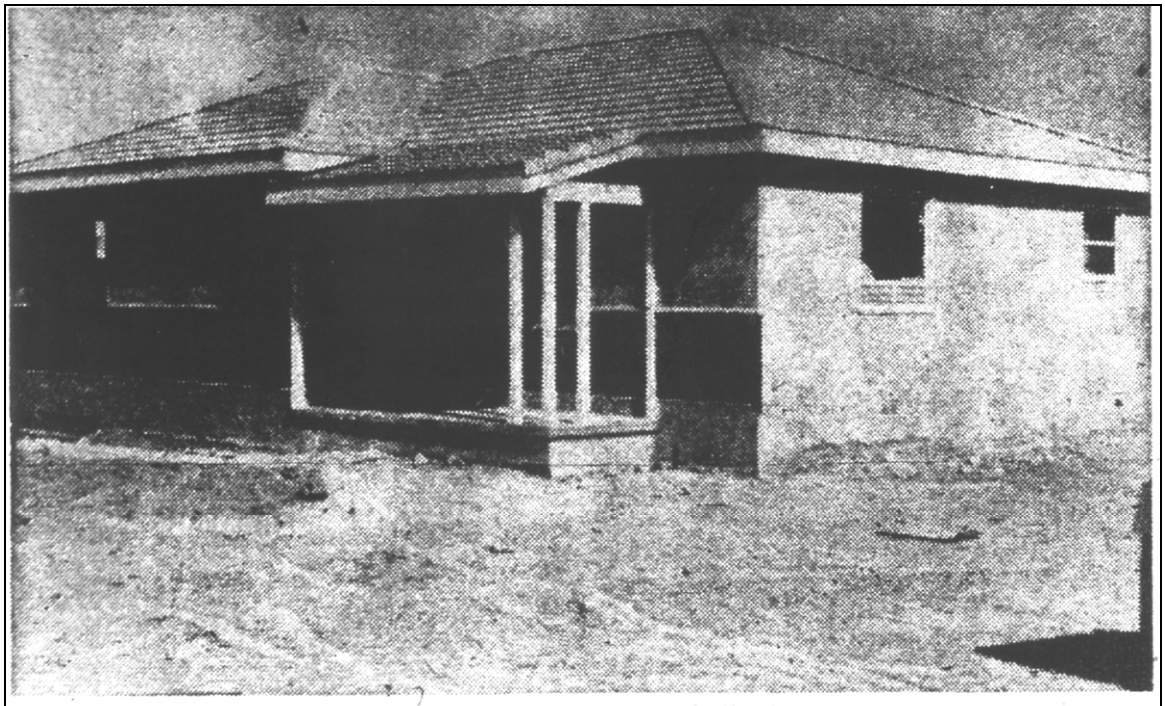


Figure 5: Typical floorplan



OPEN AS MODEL HOME — The dwelling shown above is the first home in the new Westleigh tract that will open for inspection today. All residents of this area have been invited to attend the opening and view the type home offered in the new addition on West Charleston boulevard.

Westleigh Tract Model Home Open Today for Inspection by Public

Figure 6: Model home opening

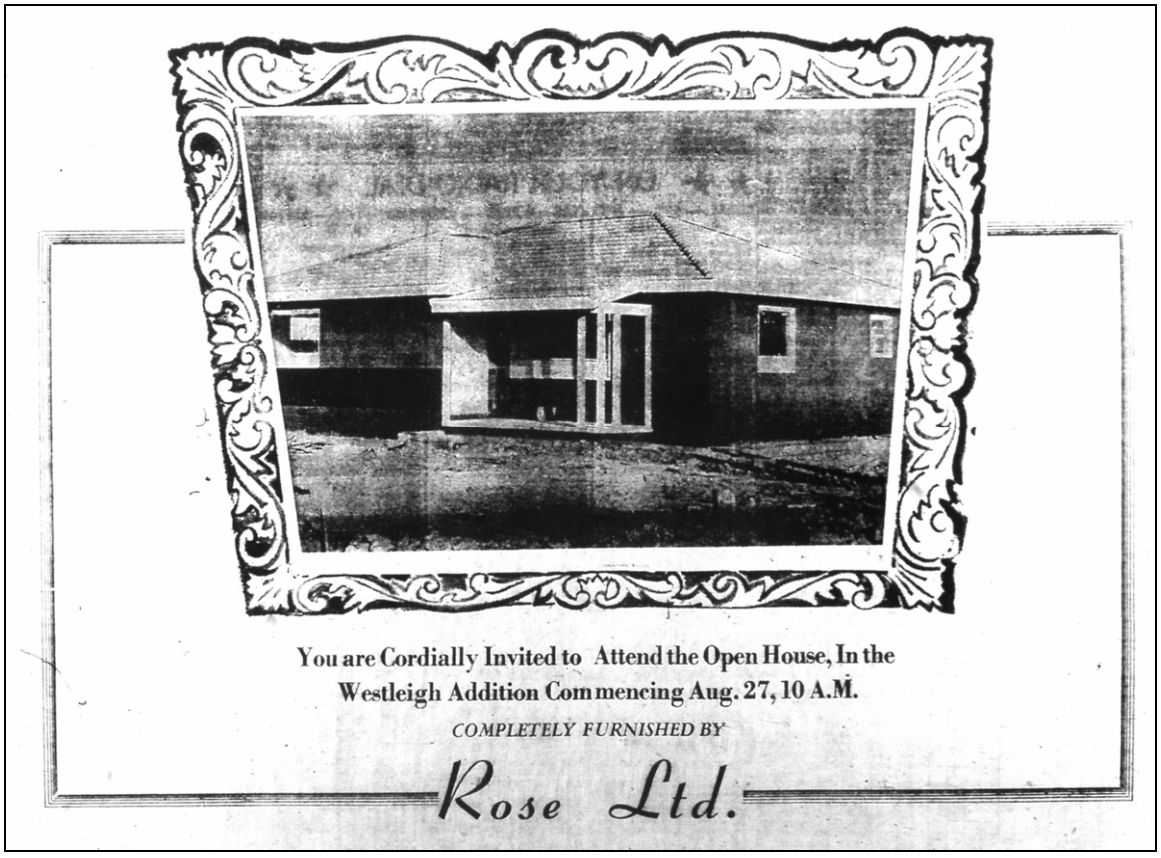


Figure 7: Advertisement from model home opening



Figure 8: Advertisement for Westleigh subdivision, August 1950

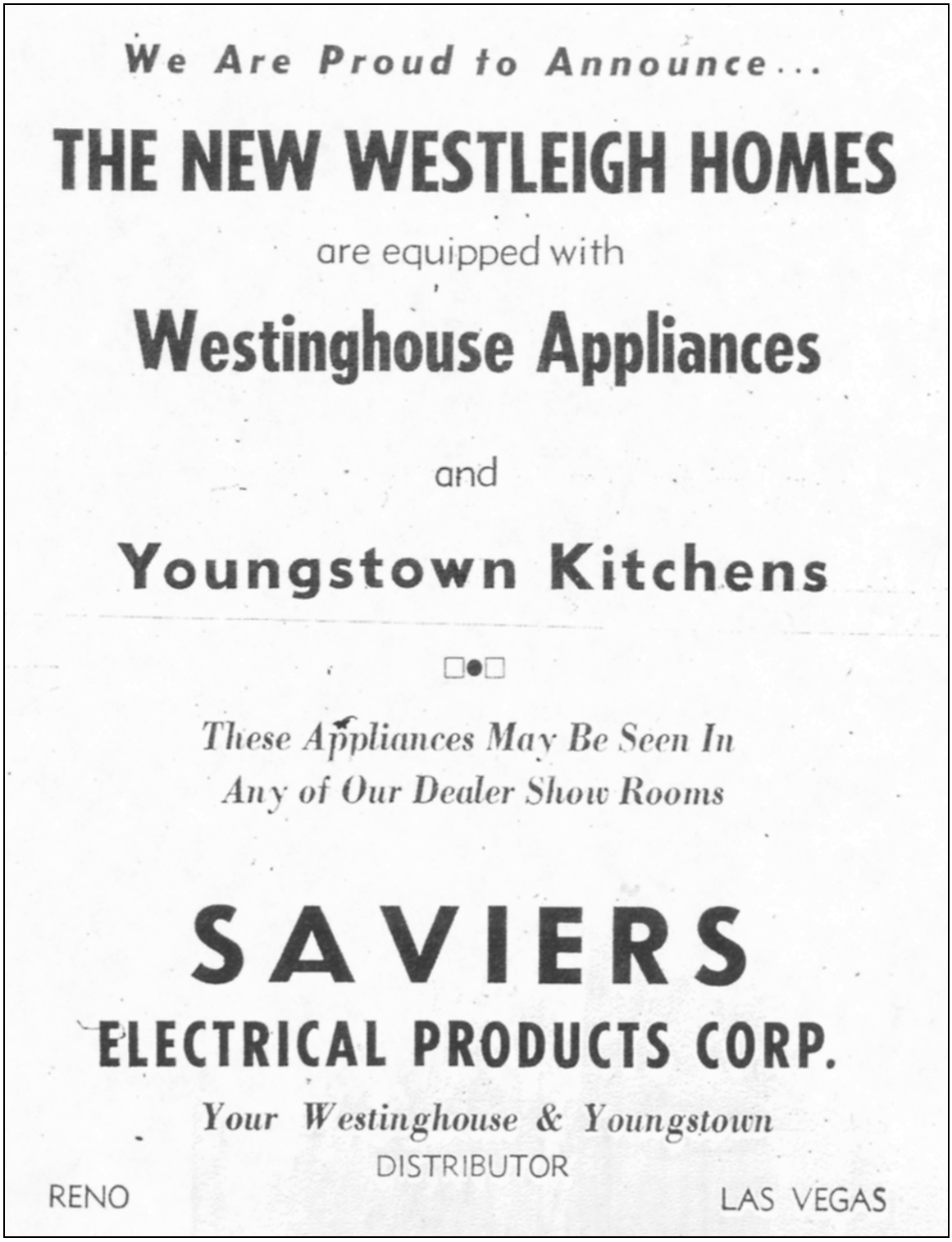


Figure 9: Promotional advertisement for Westleigh

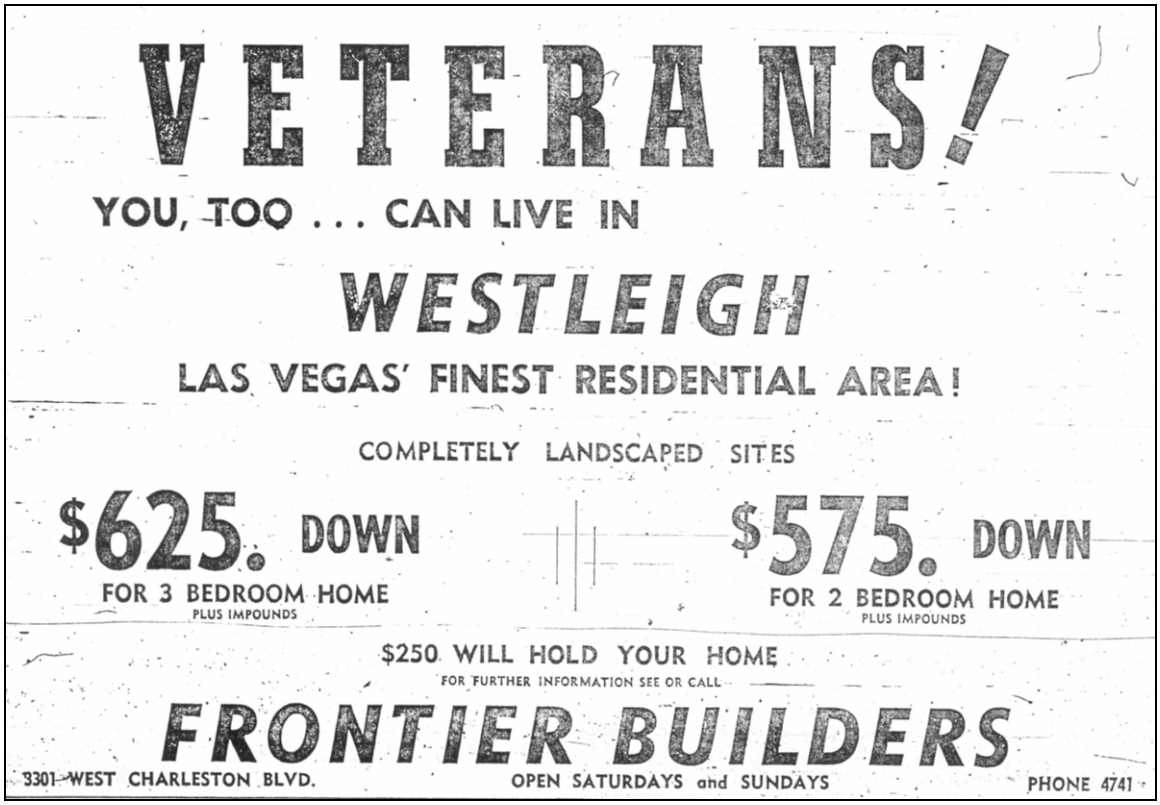


Figure 10: Westleigh is advertised to veterans



January 2009

Figure 11: An example of an intact home in Westleigh







Figure 12: Original fenestration and porches



Figure 13: Original window details - louvers





Figure 14: Original window details - casement

WESTLEIGH NEIGHBORHOOD MEETING SIGN-IN SHEET

MEETING HELD 10/22/2009

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Comprehensive Planning

City of Las Vegas

Meeting Attendance Sheet

Westleigh Neighborhood Mtg.

Page 1 of 6
Date 10/22/09
Time 6:00 am (pm)

Project Name DIR. 35476 Request to designate Westleigh Neighborhood as an historic district

	Name	Company/Department	Address	Phone / Fax
1.	Caroline Otterney		1306 Douglas	Phone / Fax 821-1639
2.	Steve & Lindy McCoy		1266 Douglas Dr.	Phone 870-5689 / Fax
3.	Margaret Burnar		1230 Barnard Dr	Phone 364-8037 / Fax
4.	William Seffel		1355 Barnard Dr	Phone 952-1630 / Fax
5.	Watterbarger		1267 Barnard	Phone 592-8821 / Fax
6.	Watterbarger		1330 Douglas	Phone 592-8821 / Fax
7.	Alfred Lajes		1213 Barnard Dr	Phone 434 7628 / Fax
8.	Careen Clark		3512 Westleigh Ave	Phone 258-6240 / Fax
9.	David Platt		1207 Douglas Dr.	Phone 870-5641 / Fax
10.	Cynthia McCoy		1266	Phone / Fax
11.	John Paul & Laura Mulcahy		1325 Darmak	Phone 702.332-3585 / Fax
12.	Brandee Ruiter		1304 Melville	Phone 702 426-4608 / Fax
13.	Robert & Jackie Reitz		1331 Melville Dr	Phone 878-5859 / Fax
14.	Stacey & Kim Dyrung		3601 Westleigh Ave	Phone 578 6909 / Fax
15.				Phone / Fax
16.				Phone / Fax
17.				Phone / Fax

mtg & phone forms;comp plan3;fh;ce/9-1-98

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Comprehensive Planning

City of Las Vegas

Meeting Attendance Sheet

Project Name DIR-35476 Neighborhood Mtg.

Page 2 of 6
Date ___/___/___
Time ___:___ am pm

	Name	Company/Department	Address	
1.	Rosie Beambila		1306 Douglas Dr	Phone 821-16-39 Fax
2.	Jeri Ballew		1238 Barnard Dr	Phone 878-3015 Fax
3.	Dennis Ballew		1238 Barnard Dr	Phone 878-3015 Fax
4.	ALEX D/ADELINA PEREZ		1122 S BARNARD DR.	Phone 258 7949 Fax
5.	Ken Esparito		1301 Denmark Dr	Phone 878-2617 Fax
6.	GARY WILLS		1225 melville	Phone 496 9008 Fax
7.	JALAL BANNOURA		1109 DARMAK	Phone Fax
8.	JALAL BANNOURA		1100 DARMAK	Phone Fax 460.8823
9.	JALAL BANNOURA		1116 DARMAK	Phone Fax
10.	JALAL BANNOURA		1137 DARMAK	Phone Fax
11.	EUGENIE THROCKMORTON		1267 Douglas	Phone Fax
12.	Watten barger		3300 Westleigh Ave	Phone 592-8877 Fax
13.	JOSEPH THOMAS		3400 Westleigh	Phone 307-6075 Fax
14.	TOM & MARY LIOUBAS		1128 DOUGLAS	Phone 362-3743 Fax
15.	JOHN DRAKOULIS		1122 DOUGLAS	Phone 656-3669 Fax
16.	Tom + Leanne Collet		1127 melville	Phone 878-[illegible] Fax
17.	Nicholas + Jumie Bennett		2116 kirkland 89102	Phone 875-1472 Fax

mtg & phone forms:comp plan3;ft:cc/9-1-98

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Comprehensive Planning

City of Las Vegas

Meeting Attendance Sheet

Project Name DIR-35476 Neighborhood Mtg

Page 3 of 6
Date ___/___/___
Time ___:___ am pm

	Name	Company/Department	Address	
1.	Suzi Rust		1330 BARNARD DR LV NV 89102	Phone 877-3321 Fax
2.	Joey Callahan Maurice Daugherty		1115 Barnard Dr. L.V. NV. 89102	Phone 878-6678 Fax
3.			1116 Barnard	Phone 878-7873 Fax
4.	Deloratt Kleindorfer		1116 Douglas L.V. NV 89102.	Phone 733-9651 Fax
5.	Matthew Kleindorfer		1140 Douglas	Phone Fax
6.	White Family Trust		1260 Cashman LV 89102	Phone 870-9504 Fax
7.	William & Shelley Bennett		1322 Cashman Dr 89102	Phone 870-2285 Fax
8.	Pedro Flores		89102	Phone Fax
9.	Wes Hugh			Phone 882-2670 Fax
10.	Leigh Cy			Phone 341-9641 Fax
11.	Roma Tyn Cy		1219 Douglas Dr / LV 89102	Phone 878-4177 Fax
12.	Lester Demarest		1354 DARMAK DR	Phone 889-6147 Fax
13.	Claudia & Pedrina Medrano		1349 Barnard Dr.	Phone 372-4143 Fax H 259-6605
14.	Steve Novak		1324 Darmak Dr	Phone 436-5551 Fax
15.	Anna Downs		1307 Darmak Dr	Phone 258-8932 Fax
16.	Wayne Bray + Family		1307 Melville Dr.	Phone Fax
17.	James Coombs		1255 Darmak	Phone Fax

mtg & phone forms;comp plan3;fh;ce/9-1-98

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Comprehensive Planning

City of Las Vegas

Meeting Attendance Sheet

Project Name DIR·35476 Neighborhood Mtg.

Page 4 of 6
Date ___/___/___
Time ___:___ am pm

	Name	Company/Department	Address	
1.	Erin Kennedy		1247 Melville	Phone 878-4014 Fax
2.	Gerald & Adelina Braun		1201 Melville Dr & 1207 also	Phone 258-4750 Fax
3.	Scott Dunham		1244 Barnard 89102	Phone 467-2731 Fax
4.	DR & MRS. W.G. STONE		1813 S. VALLEY VIEW BLVD LV, NV 89102	Phone 877-6000 Fax ✓
5.	Rhonda & Sherman Selstad		1267 Melville Dr. LV NV 89102	Phone 631-6858 Fax —
6.	MALIGNAGGI, PAUL + CAROL		1141 DOUGLAS DR. LV NV 89102	Phone ~~Fax~~ 435-6438
7.	Bill Wattenbarger		1331 Dermak 89102	Phone Fax
8.	Phyllis Wattenbarger		1331 Dermak Dr 89102	Phone 878-3719 Fax
9.	Shawn Spannier		1330 Cashman	Phone 8771053 Fax
10.	Evelyn Lajes		1336 Cashman	Phone Fax
11.	Evette Aviles		1319 Barnard	Phone Fax
12.	William Camp		1219 Douglas	Phone 878-6177 Fax
13.	Carolyn Camp		5016 Rustic Charm	Phone 326-7185 Fax
14.	BOB O'DONNELL		3700 WESTLEIGH AVE	Phone 732-7979 Fax
	DENNI O'Donnell		" " "	
15.	TINA FELPS		1115 MELVILLE DR.	Phone 257-8020 Fax
16.	JANET SHIFFLETTE		1206 BARNARD DR	Phone Fax
17.	NANCY NILES		✓ ✓ ✓	Phone Fax

mtg & phone forms;comp plan3;fh;ce/9-1-98

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Comprehensive Planning

City of Las Vegas

Meeting Attendance Sheet

Date ___/___/___
Time ___:___ am pm

Project Name DIR-35476 Neighborhood Mtg.

	Name	Company/Department	Address	
1.	John M Salas		1128 Melville DR	Phone 258- Fax 0088.
2.	Lila Handal		1246 Cashman Dr.	Phone Fax
3.	George Handal		1246 Cashman Dr.	Phone Fax
4.	CHRIS TAPLETT		1216 CASHMAN	Phone Fax
5.	LORI TAPLETT		1216 CASHMAN	Phone Fax
6.	COLIN HANNON		1254 DOUGLAS	Phone Fax
7.	VIRG JACKSON		1242 DARMAK DR	Phone Fax
8.	Vicki J Platt		1207 Douglas Drive	Phone 870-5641 Fax
9.	VANCE C. ALLEN		1122 DARMAK DR	Phone Fax
10.	Shelley Jackson		1247 Douglas Dr	Phone Fax
11.	DAVID BUCCIERI		1141 DARMAK	Phone Fax
12.	Andrea Takai		1343 DARMAKE	Phone 878-4762 Fax —
13.	Robert Jones		1300 Melville Dr	Phone 219-6150 Fax
14.				Phone Fax
15.				Phone Fax
16.				Phone Fax
17.				Phone Fax

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Comprehensive Planning

City of Las Vegas

Meeting Attendance Sheet

Project Name DIR·35474 Neighborhood Mtg.

Page 6 of 6
Date ___/___/___
Time ___:___ am pm

	Name	Company/Department	Address	
1.	Sherry + Bill Birthisel		1243 Barnard Dr	Phone Fax
2.	WENDELL NEVILLE		1115 DARMAK	Phone 258 8371 Fax
3.	Mark Connell		1121 Douglas Dr.	Phone Fax
4.	HARRY PAPPAS, FOR CAROL PAPPAS			Phone Fax
5.	DAN & Linda Connell		1141 Melville	Phone Fax
6.	Adrienne Packer		1243 Melville	Phone Fax
7.	WAYNE TOUSLEY		3 Holmes Tleigh	Phone Fax
8.	Robert Greenlee		1224 Darmak	Phone Fax
9.				Phone Fax
10.				Phone Fax
11.				Phone Fax
12.				Phone Fax
13.				Phone Fax
14.				Phone Fax
15.				Phone Fax
16.				Phone Fax
17.				Phone Fax

mtg & phone forms;comp plan3;fh;ce/9-1-98

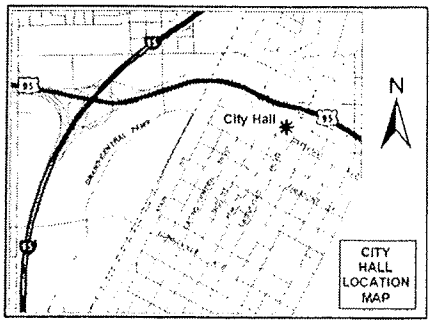
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 28 2009

Pick 9.11.09

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205212010
ADAMS HERMAN N
1341 CASHMAN DR
LAS VEGAS NV 89102-2001

☐ I SUPPORT this Request

☒ I OPPOSE this Request H Adams

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

CAVDS11 89102

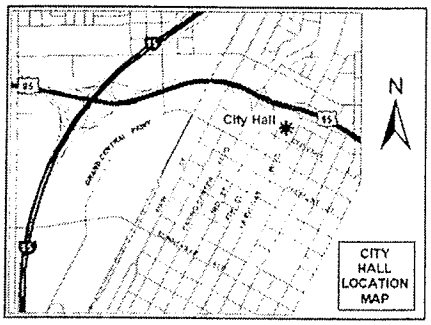
54P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 28 2009

Erica 9-11-09

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205202006
ADAMS HERMAN M
1341 CASHMAN DR
LAS VEGAS NV 89102-2001

☐ I SUPPORT this Request

☒ I OPPOSE this Request H. Adams

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

CAVDS11 89102

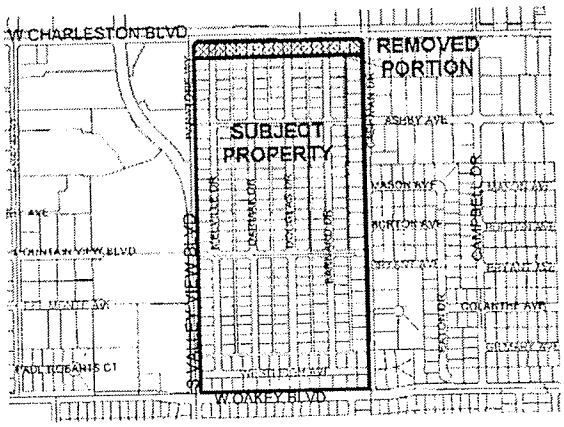
54P

Application Information

DIR-35476 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: WESTLEIGH NEIGHBORHOOD ASSOCIATION - OWNER: PEDRO FLORES, ET AL - Request to designate the Westleigh Neighborhood as an Historic District on the city of Las Vegas Historic Property Register, as approved by Historic Preservation Commission (HPC-35007), generally bounded by a public alley approximately 160 feet south of Charleston Boulevard on the north, Valley View Boulevard on the west, Oakey Boulevard on the south and Cashman Drive on the east, (APNs Multiple), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian)

Why didn't Planning & Dev. / City not listen to the Mandate of the People at the Meeting. We had a Petition of 117 People who were against this vs 50 who were for it. We now have to appear again in 45 days. I Thought Majority Rule
Wayne Tousley

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*September 24, 2009*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

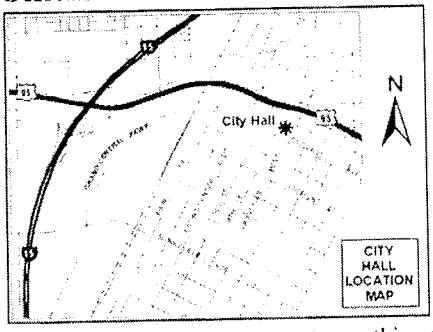
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
FIRST BOWES
02 1M $ 00.41
00042 9218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 30 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205215102
TOUSLEY WAYNE E & KATHLEEN
3601 WESTLEIGH AVE
LAS VEGAS NV 89102-1831

54P

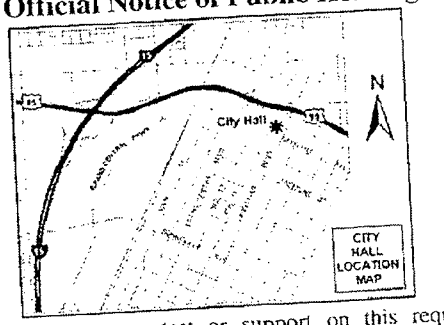
GAVDS11 89102

Sep 24 09 03:27p Carla Larri Corder-Perez 907-3376354 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 30 2009

Case: DIR-35476
16205310034
SMITH MICHAEL L & MARIA DARCI V
P O BOX 141453
ANCHORAGE AK 99514-1453

CAUDEL 99514

dhs

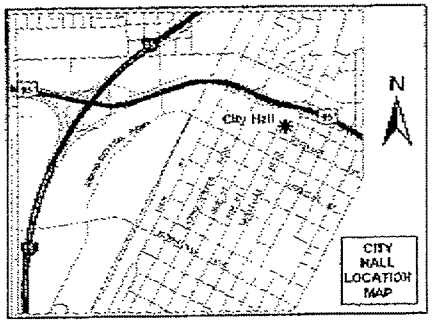
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
SEP 30 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.414
0004279218 SEP 1 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

We are especially opposed to re-
striting owners from improving
their small, very modest homes
including increasing their size
and do not wish to be governed
by a neighborhood association.
Thank you.

Case: DIR-35476
16205210017
MCCOY STEVEN D & CYNTHIA L
1266 DOUGLAS DR
LAS VEGAS NV 89102-1816

We oppose this request and
have resided at this address
for 33 years. Steve & Cynthia McCoy

GAVDS11 89102

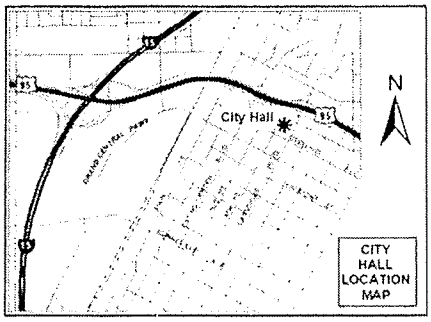
SHP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED

OCT 26 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205215009
BINSTEIN JUDY B REVOCABLE TRUST
1348 MELVILLE DR
LAS VEGAS NV 89102-1824

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

CAVOS11 89102

54P

FAX NO. : 7029873220 Oct. 05 2009

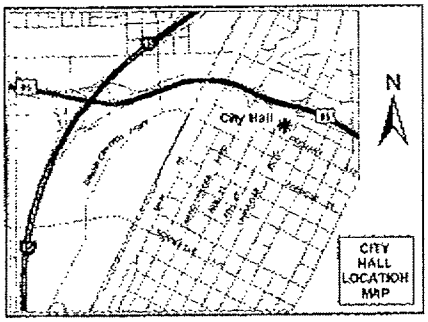
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 2 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205210002
MEYERS DON K
1260 MELVILLE DR
LAS VEGAS NV 89102-1822

GAVDS11 89102

54 P

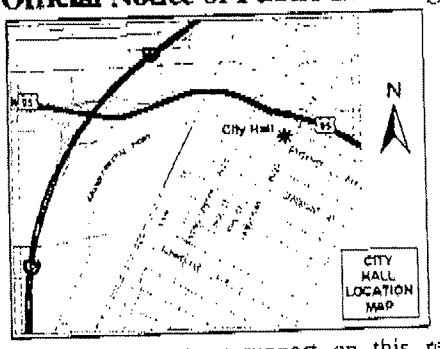
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
OCT 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205110050
MAGANA ALAJANDRO
1128 BARNARD
LAS VEGAS NV 89102-1802

GAU0511 89102

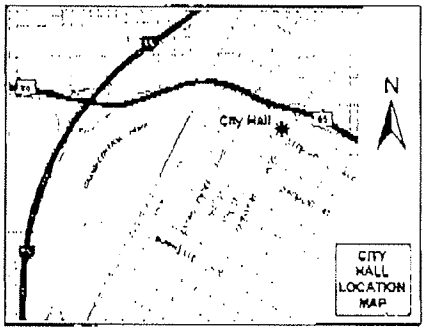
54P

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

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 [illegible]ing & Development Department at the address listed above or fax this [illegible] of this card to (702) 385-7268. If you would like to contact your Council [illegible]resentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205210008
SELSTAD SHERMAN T & RHONDA
1267 MELVILLE DR
LAS VEGAS NV 89102-1821

GAVDS11 89102

RECEIVED
SEP 14 2009

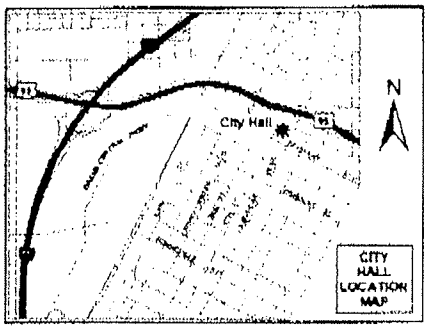
25P

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

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 [illegible] f this card to (702) 385-7268. If you would like to contact your Council [illegible] esentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Case: DIR-35476

16205218017
PEARSON ROBERT
2725 MIRA FLORES AVE
LAS VEGAS NV 89102-4260

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

You have asked us this question at least 2 other times - answer the same stop wasting money

GAVDS11 89102

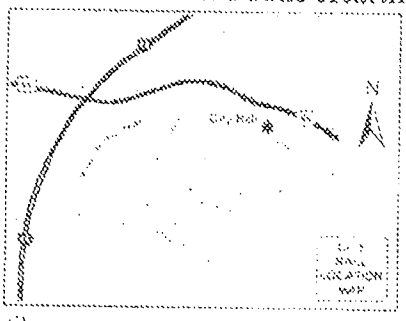
REC[illegible]D
SEP 14 [illegible]

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101 2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Case: DR-08-875

162051-4009
BIRTHISEL WILLIAM L & SHARON J
1243 BARNARD DR
LAS VEGAS NV 89102-1803

RECEIVED
SEP 15 2009

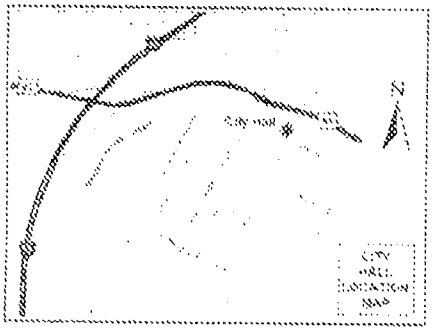
259

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$00.41

Return Service Requested

Official Notice of Public Hearing



If you wish to 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
162051114007
BALLEW FAMILY TRUST
1238 BARNARD DR
LAS VEGAS NV 89102-1804

GAVDS11 89102

RECEIVED
SEP 15 2009

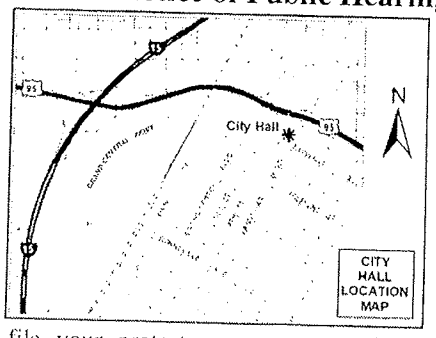
25P

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 ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 18 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205110035
LIOUBAS MARIA & ATHANASIOS TOM
1128 DOUGLAS DR
LAS VEGAS NV 89102-1814

GAVOS11 89102

Submitted after final agenda

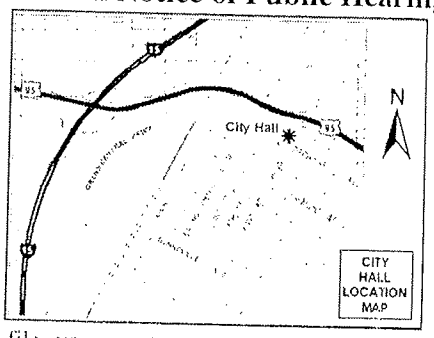
Date 9/18/09 Item 25

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41
0004279218 SEP 11 20
MAILED FROM ZIP CODE 891

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 18 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205210003
VESTAL RENEE
1254 MELVILLE DR
LAS VEGAS NV 89102-1822

GAUDS11 89102

Submitted after final agenda

Date

Item 25P

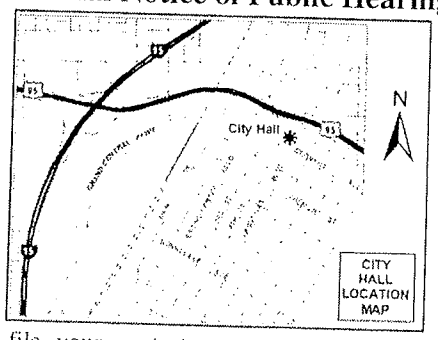
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.4
0004279218 SEP 11
MAILED FROM ZIP CODE 89

RECEIVED
SEP 18 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Opposed to review process

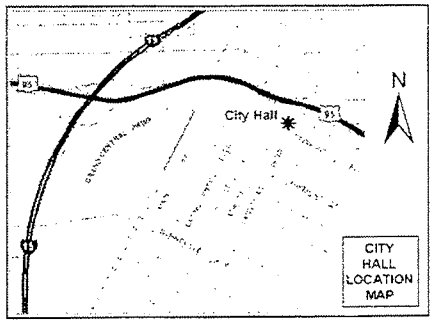
16205215049 Case: DIR-35476
JONES EDWARD C & JOAN
1318 DOUGLAS DR
LAS VEGAS NV 89102-1818

GAVDS11 89102

Submitted after ... Agenda
Date Item 25F

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41
02 1M
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 17 2009

Case: DIR-35476

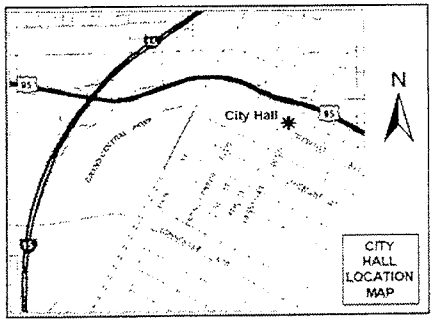
16205215029
WOODS 1992 TRUST
1330 DARMAK DR
LAS VEGAS NV 89102-1812

GAVDS11 89102

Submitted after final agenda
Date
Item 25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 17 2009

Case: DIR-35476
16205110039
JACKMAN DAVID & JEANNINE
1133 DOUGLAS DR
LAS VEGAS NV 89102-1813

GAVDS11 89102

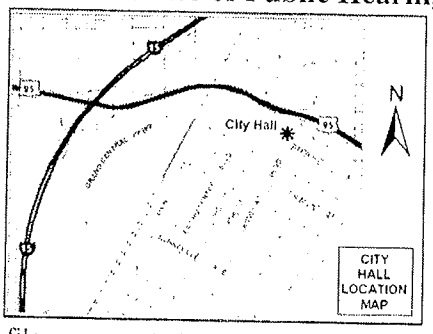
Submitted after final agenda
Date
Item 25P

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 $ 00.41⁹
0004279218 SEP 11 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 18 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205113037
DAVIS DANIEL & DEBRA
1224 DOUGLAS DR
LAS VEGAS NV 89102-1816

CAVDS11 89102

Submitted after final agenda

Date Item 25F

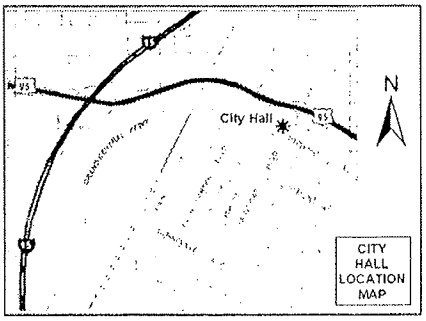
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.
0004279218 SEP 11
MAILED FROM ZIP CODE

RECEIVED
SEP 18 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205310023
STONE WILLIAM G & JUDITH ANN
1813 S VALLEY VIEW BLVD
LAS VEGAS NV 89102-3903

GAVOS11 89102

Submitted after final agenda

Date Item 25

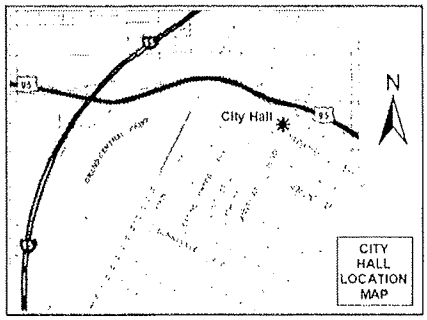
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.
0004279216 SEP 11
MAILED FROM ZIP CODE

RECEIVED
SEP 18 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205113043
PARKER CHARLES
1231 DOUGLAS DR
LAS VEGAS NV 89102-1815

GAVDS11 89102

Submitted after final agenda

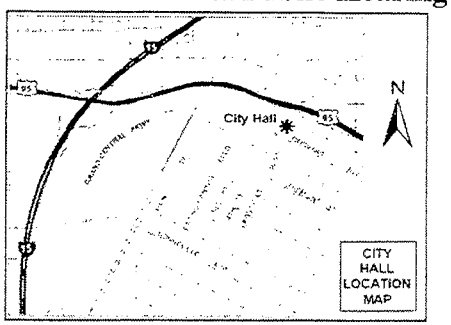
Date Item 25 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1V $ 00.41⁴
0004278216 SEP 11 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

RECEIVED SEP 17 2009

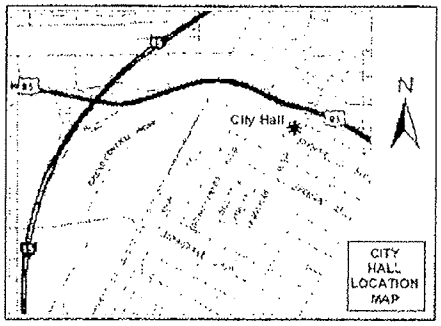
Case: DIR-35476
16205113045
CAMP WILLIAM J & ROMA LYNN
1219 DOUGLAS DR
LAS VEGAS NV 89102-1815

GAVD511 89102

Submitted after final agenda
Date
Item 25

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16206502018
VALLEY VIEW LAS VEGAS L L C
%P GAINES
P O BOX 1106
RANCHO SANTA FE CA 92067-1106

GAVDS11 92067

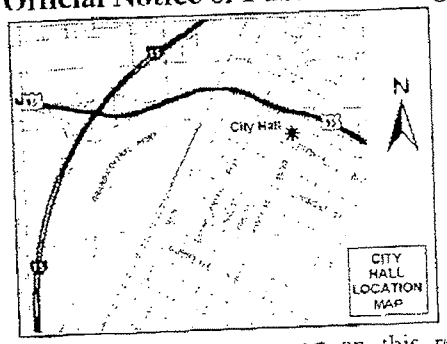
RECEIVED
SEP 18 2009

Submitted after final agenda
Date Item 25 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

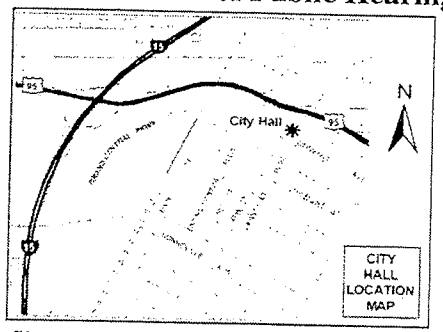
16205113019
BARRELLO LOURDES & MANUEL
7854 WISHING WELL RD
LAS VEGAS NV 89123-2013

Submitted after final agenda
Date
Item 25

RECEIVED
SEP 17 2009
CITY CLERK'S OFFICE

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

GAVDS11 89102

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIPCODE 89101

SEP 17 2009
RECEIVED

16205210024 Case: DIR-35476
THROCKMORTON ROBERT J & EUGENIE
1267 DOUGLAS DR
LAS VEGAS NV 89102-1815

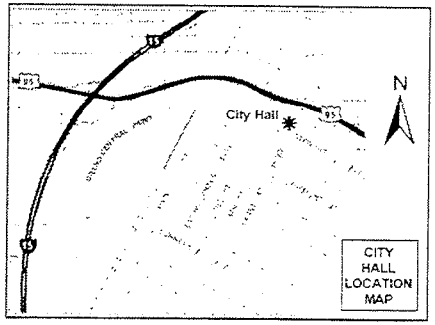
Submitted after final agenda
Date
Item 23

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

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 17 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

09.11.09 Suzanne M. Novak
GAVDS11 89102

Case: DIR-35476
16205210018
NOVAK SUZANNE M
1260 DOUGLAS DR
LAS VEGAS NV 89102-1816

THIS IS THE THIRD TIME I HAVE REGISTERED MY OPPOSITION TO THIS REQUEST. HOW MANY TIMES WILL I HAVE TO VETO THE WESTLEIGH NEIGHBORHOOD AS AN HISTORIC DISTRICT?

Date

Item 23

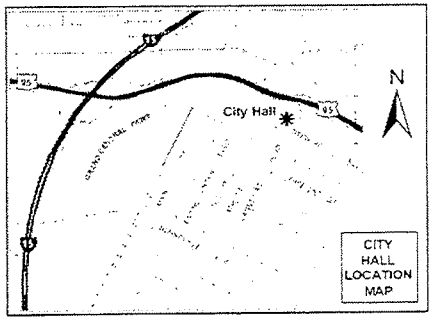
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41
SEP 11 2009
MAILED FROM ZIPCODE 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

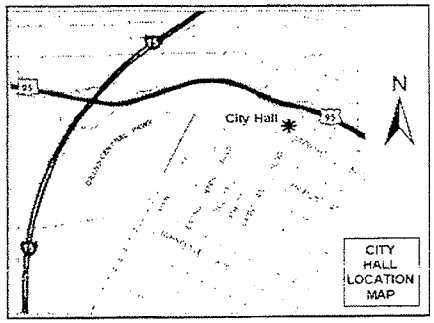
Case: DIR-35476
16205210011
FLORES FRANCISCO & CLAUDIA
1254 DARMAK DR
LAS VEGAS NV 89102-1810

CAVOS11 89102

Submitted after final agenda
Date
Item 26

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
02 1M
00042792 8 SEP 11 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 21 2009

Case: DIR-35476
16205212012
PULSIFER RICHARD & CATHERINE
1358 CASHMAN DR
LAS VEGAS NV 89102-2002

GAVDS11 89102

Submitted after final agenda
Date
Item 25

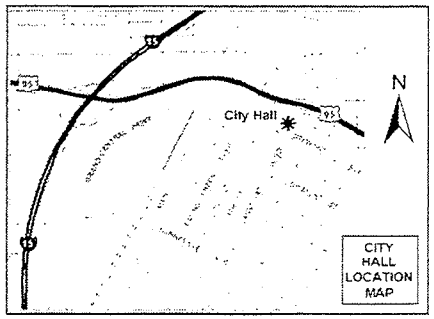
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279219 SEP 11 2009
MAILED FROM ZIPCODE 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205212003
DUNFEE PAUL M & MARY JO
1266 CASHMAN DR
LAS VEGAS NV 89102-1914

GAU0511 89102

Submitted after final agenda
Date
Item 96

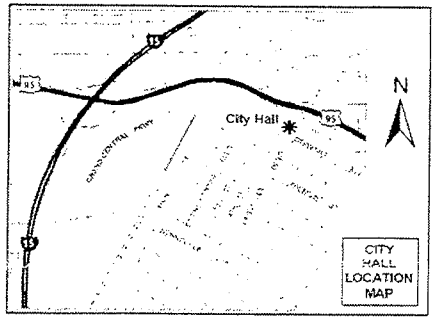
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004278218 SEP 11 2009
MAILED FROM ZIPCODE 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205212009
SLAUGHTER THOMAS M & BARBARA A
1342 CASHMAN DR
LAS VEGAS NV 89102-2002

Submitted after final agenda
Date
Item 26

CAVOS11 89102

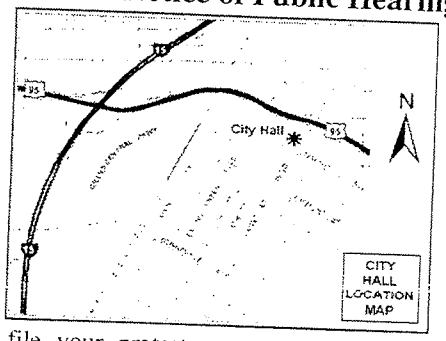
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004278218 SEP 11 2009
MAILED FROM ZIPCODE 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

16205215093
QUIROZ MANUEL
3307 WESTLEIGH AVE
LAS VEGAS NV 89102-1825

Case: DIR-35476

Submitted after final agenda
Date
Item 29

CAVDS11 89102

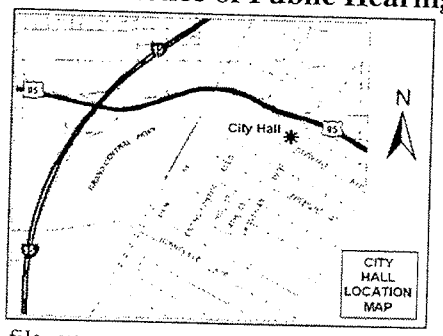
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004278216 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

16205110010 Case: DIR-35476
COLLET THOMAS RAYMOND & LEANNE
1127 MELVILLE DR
LAS VEGAS NV 89102-1819

Submitted after final agenda
Date
Item 96

GAVD511 89102

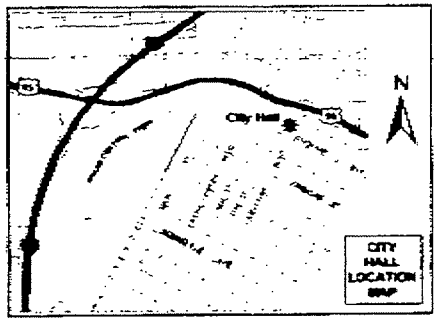
PAGE 01
JOE MALIN MUSIC
7024356391
04/26/1996 13:36

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

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

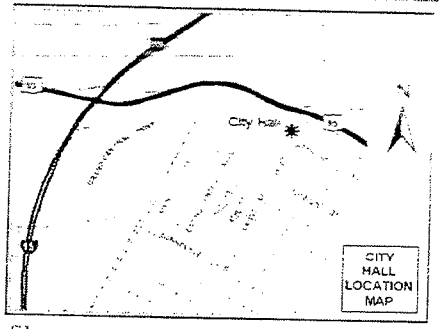
Case: DIR-35476
162051110038
MALIGNAGGI CARMEL
1141 DOUGLAS DR
LAS VEGAS NV 89102-1813

RECEIVED
SEP 24 2009
PLANNING DEPT

89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada [illegible]

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

$ 00.41

RECEIVED
SEP 21 2009

16205111013
HANDAL GEORGE I & LILA J
1246 CASHMAN DR
LAS VEGAS NV 89102-1914

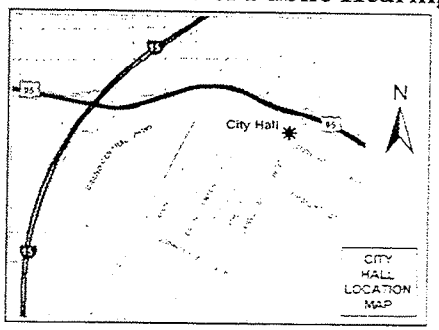
Case: DIR-35476

GAVDS11 89102

Submitted after final agenda
Date
Item 25 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

$ 00.41

RECEIVED
SEP 21 2009

Case: DIR-35476

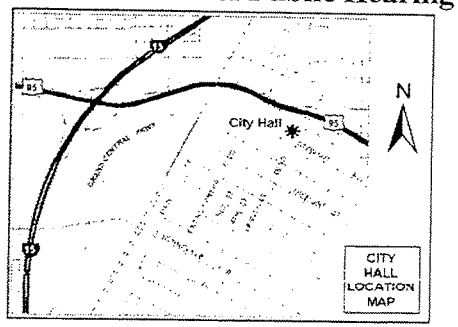
16205212007
AVILES EVETTE M
1330 CASHMAN DR
LAS VEGAS NV 89102-2002

CAVDS11 89102

Submitted after final agenda
Date
Item 26

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 21 2009

Case: DIR-35476

16205110024
L V J M PROPERTIES TRUST
1110 DARMAK DR
LAS VEGAS NV 89102-1808

GAVDS11 89102

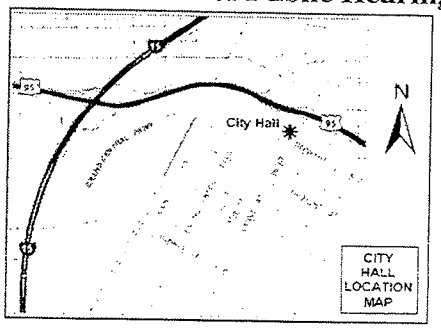
Submitted after final agenda
Date
Item 29

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279216 SEP 11 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205110023
BUCCIERI DAVID ANTHONY TRUST
1141 DARMAK DR
LAS VEGAS NV 89102-1807

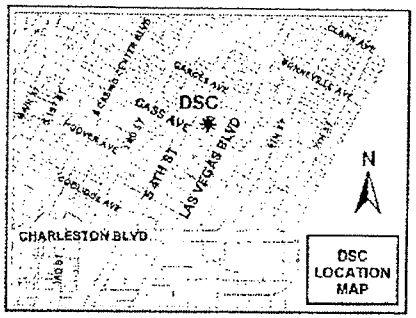
RECEIVED
SEP 23 2009

GAVD511 89102

02

City of Las Vegas
Historic Preservation Commission
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

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) 384-1397.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

PLEASE USE AVAILABLE SPACE ON THE CARD FOR ANY COMMENT
HPC-34584

Since the houses on Cashman do not fit the same categor as the rest of Westleigh hous (Cashman are custom), it should be considered part of McNeil and the the remainder of Westleigh could be historic.

Case: HPC-34584

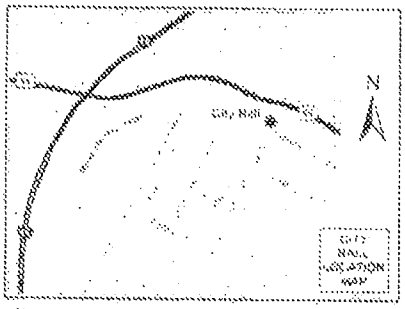
16205212005
JACKSON TARA M
1308 CASHMAN DR
LAS VEGAS NV 89102-2002

RECEIVED
SEP 23 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2980

Return Service Requested

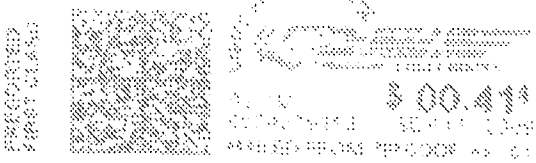
Official Notice of Public Hearing



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



RECEIVED
CITY CLERK
2009 SEP 15 P 3:36

Case: DIR-35476

162051 14039
BIRTHISEL WILLIAM L & SHARON J
1243 BARNARD DR
LAS VEGAS NV 89102-1803

DIR - 35476

Nora Lares

Subject: FW: Re: DIR - 35476 - Westleigh Neighborhood nomination

RECEIVED
OCT 23 2009

From: Richard Wells [mailto:rwells8041@yahoo.com]
Sent: Wednesday, October 21, 2009 11:13 PM
To: Courtney Mooney
Subject: Re: Re: DIR - 35476 - Westleigh Neighborhood nomination

Dear Courtney Mooney, AICP,
I am the owner of 3419 Westleigh Ave., Las Vegas, NV 89102.
I am completely against designation of the Westleigh Neighborhood on the City of Las Vegas Historic Property Register as an Historic District.

Respectfully,

Susan C. Ries Hodgson

54P

DIR-35476 11/5 PC

Westleigh Neighborhood Meeting to discuss Historic District Designation October 22, 2009: Comment Card

Name Careen Clark Rent ☐ Own ☑

Address 3512 Westleigh Ave

Comments: I am against having Westleigh Neighborhood designated Historic and do not want to have to have the current situation changed.

RECEIVED
OCT 23 2009

54P

DIR-35476 11/5 PC

Westleigh Neighborhood Meeting to discuss Historic District Designation October 22, 2009: Comment Card

Name Leanne Collet Rent ☐ Own ☐

Address 1127 Melville Dr LV, NV 89102

Comments: I do not want to have the neighborhood designation changed to Historical. The neighborhood stands on it's own. It will not change code enforcement so I see no advantage.

RECEIVED
OCT 23 2009

54P

Petition

regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name TERRY A STEVENS

Signature [signature]

Address of Westleigh Property 3600 Westleigh Ave

Phone (optional) 873-6953

Date 10-22-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

[ ] **For** the Westleigh Area becoming Historic

[X] **Against** the Westleigh Area becoming Historic

Print name Hubert & Nancy Goudrich

Signature Nancy Goudrich Hubert J Goodrich

Address of Westleigh Property 5313 Westleigh

Phone (optional) _____

Date 10-21-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition

regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Michael Alexander

Signature Michael T Alexander

Address of Westleigh Property 1110 Barnard Dr.

Phone (optional) _____

Date 10-26-2009

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition

regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name MARY D. DISARDINA

Signature [signature]

Address of Westleigh Property 1121 Barnard Dr.

Phone (optional) _____

Date 10/13/09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name CHOL HO. KIM

Signature [signature]

Address of Westleigh Property 1336 Barnard Dr.

Phone (optional) 702-303-6999

Date 10-16-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Jerry Sanden

Signature Jerry Sanden

Address of Westleigh Property 1342 Barnard Dr.

Phone (optional) _____

Date 10-8-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Thank you for including us!

Barbara Sanden

Petition

regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Robert G. Wiseman

Signature Robert G Wise

Address of Westleigh Property 1343 Douglas Dr.

Phone (optional) _____

Date 10-13-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Phyllis FRIAS

Signature Phyllis Frias

Address of Westleigh Property 1237 Douglas Dr.

Phone (optional) _____

Date 10-14-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition

regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Clare Swan

Signature Clare Swan

Address of Westleigh Property 1127 Douglas Dr.

Phone (optional) _____

Date 10/12/09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name DAVID MINNICKS / KAREN MINNICKS

Signature ~~David K Minnicks~~ / Karen Minnicks

Address of Westleigh Property 1134 Douglas Dr.

Phone (optional) _____

Date Oct. 8, 2009

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Cecil Bennett

Signature Cecil Bennett

Address of Westleigh Property 1267 Darmak Dr.

Phone (optional) 330-929 1404

Date 10/10/09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition

regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name CARL Roth

Signature Carl Roth

Address of Westleigh Property 1231 MELVILLE

Phone (optional) 202-339-5730

Date 10-15-09

** Mail in the enclosed envelop as soon as possible.

Thank You.

Petition
regarding the designation of the Westleigh Neighborhood to become a Historic District

I know that there is a motion to make the Westleigh Area Historic.
I understand what my vote means to the neighborhood.

I, the undersigned vote:

☐ **For** the Westleigh Area becoming Historic

☒ **Against** the Westleigh Area becoming Historic

Print name Max Heeman

Signature [signature]

Address of Westleigh Property 1237 Melville Dr.

Phone (optional) _____

Date 10-14-2009

** Mail in the enclosed envelop as soon as possible.

Thank You.

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
1	Claudette Burns	Claudette Burns	1206 Douglas Dr, 89102
2	Debbie Davis	Debbie Davis	1224 Douglas Dr. 89102
3	David S Platt	David S Platt	1207 Douglas Dr. 89102
4	Paul Schmitz	Paul Schmitz	1148 Douglas Dr. 89102
5	Tom Collet		1127 Melville Dr
6	Susan Burke	Susan Burke	1134 Melville DR 89102
7	William Camp		1219 Douglas Dr. 89102
8	RODDIS VAN		1109 BARNARD
9	MINNIE DOUGHERTY	Minnie Dougherty	1116 Barnard 89102
10	Billie Jo Callahan	Billie Jo Callah	1115 Barnard Dr. 89102
11	Adelina Perez	Adelina Perez	1122 Barnard Dr. 89102
12	Alejandro Magana	Alejandro Magana	1128 Barnard Dr LVN 89102
13	Robert Drollinger		1134 Barnard Dr 89102
14	Albert Pierro	Albert Pierro	1133 Barnard Dr.
15	Vindam Galicia		1141 Barnard dr 89102
16	William Barnett		1322 Cashman Dr. 89102
17	Paul Maugeri		1141 DOUGLAS DR. 89102
18	TOM LOUND		1128 DOUGLAS
19	PANAYIOTA LIEBLEIN	P Liebl	1122 Douglas 89102
20	Leroy Lee	Leroy E. Lee	1115 Douglas 89102
21	Jeff Seadorf		1110 Douglas
22	Robert Bauer		1128 DARMAK DRIVE
23	Samuel Sanchez	Samuel Sanchez	1134 Darmak Dr
24	JALAL BANNOURA	Jalal Bannoura	1110 DARMAK DR
25	JALAL BANNOURA	Jalal Bannoura	1133 DARMAK DR

25

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
40	1 William Bustillo		3707 WESTLEIGH AVE.
41	2 Jon Mangan	Jon Mangan	3701 Westleigh Ave
42	3 Carol Pinkerton	Carol Pinkerton	3613 WESTLEIGH AVE
43	4 Joe Irish		350 WESTLEIGH AVE
44	5 Mike Cavanaugh		1312 S. Barnard Dr.
45	6 Katie Dowdle		1325 Bernard Dr
46	X Fred Lyles		1319 Bernard Dr
47	8 Maria Ramirez	Maria Ramirez	1300 Barnard Dr.
48	9 Armando Ornelas		1254 Barnard Dr.
49	10 Sarah Osburn	Sarah Osburn	1230 Darmak Dr.
50	11 Jensen Landy		1215 Melville Dr
51	12 Wayne Bray		1307 Melville Dr.
52	13 Ana V. Rojas.	Ana Victoria Rojas	1312 Melville Dr.
53	14 Margaret Burnar		1230 Barnard Dr.
54	15 Sharon Bishop	Sharon Bishop	1213 Douglas Dr.
	16 PHYLLIS	Phyllis M. Woody	1330 Darmak Dr.
	17 DENNIS BALLEW		1238 BARNARD DR.
	18 CYNTHIA MCCOY		1266 Douglas Dr.
	19 Sherman T. Selstad		1267 Melville Drive
55	20 David Crowl		1261 Melville Dr.
	21 DON MEYERS		1260 MELVILLE DR
56	22 SUSAN BELL		1225 MELVILLE DR
	23 Kacy Bell		1225 MELVILLE DR
23	24 Francisco Flores		1254 Darmak.
57	25 Holly Condon		1301 Melville
	25		

23

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
1	Evette Aviles	Evette Aviles	1330 Cashman Drive
58 ✓ 2	Evette Aviles	Evette Aviles	1213 Barnard
3	Evette Aviles	Evette Aviles	1319 Barnard
59 ✓ 4	Evelyn Lajes	Evelyn Lajes	1336 Cashman Drive
5	Mary Dunfee	[illegible]	1220 CASHMAN DR.
6	Allen Slaughter	Allen Slaughter	1342 Cashman Dr
60 ✓ 7	Michael BROWN	[illegible]	1354 Cashman Dr
8	MANUEL QUIROZ	Manuel Quiroz	3307 WESTLEIGH AVE
61 ✓ 9	Terri Wendt	Terri Wendt	1260 Barnard Dr
10	Lila Handal	Lila Handal	1246 Cashman Dr.
11	Careen Clark	Careen Clark	3512 Westleigh Ave
62 ✓ 12	O. Burg	Oburg	1109 Douglas Dr.
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

12

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
	~~JALAL BANNOURA~~	~~Jalal Bannoura~~	~~1110 DARMAK DR~~
	~~CHARLY BANNOURA~~	~~Charly Bannoura~~	~~1109 DARMAK DR~~
	~~MARY BANNOURA~~	~~Mary Bannoura~~	~~1133 DARMAK DR~~
66	4 Carol Rappas	Carol Rappas	1230 Darmark
67	5 ~~[illegible]~~ Rolando Orozco	Rolando Orozco	1110 Melville DR
68	6 JOSEPH W WHITE	Joseph W White	1260 Cashmere Dr
69	7 QI LU		1306 Barnard Dr
70	8 Pedrina Medrano		1349 Barnard Dr.
71	9 JOSEPH THOMAS		3400 Westleigh Ave.
	~~10 KATHLEEN GORHAM~~		~~3511 WESTLEIGH AVE.~~
72	11 Jose G Chavez		1339 Barnard dr
73	12 Mary Suzanne Rust		1330 BARNARD DR.
74	13 ~~Tyler~~ new Bobby		1261 Barnard Dr 89102
75	14 Robert Jones		1300 Melville
76	15 BJ Newhouse	BJ Newhouse	1325 Melville Dr
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		

11

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
1	William Binthisel	William J Binthisel	1243 Barnard Dr L.V. NV. 89102
2	Scott J Dunham	Scott J Dunham	1244 Barard Dr. LV NV 89102
3	TODD D Perschler		1237 BARNARD DR 89102
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

77

3

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
79	1 Carol J. Pappas	Carol J. Pappas	1224 Cashman Dr.
2	2 Steve Goldin	[illegible]	1120 Cashman Dr
	3 Veronica Fabre	Veronica Fabre	1120 Cashman dr
79	4 FRED LANDAU	[illegible]	1200 Cashman Dr.
	5 Lila Handal	Lila Handal	1246 Cashman Dr.
80	6 JoAnn Bronson	[illegible]	1114 Cashman Dr.
7	7 Lon Bronson	[illegible]	1114 Cashman Dr.
5	8 ~~[illegible]~~		
	9 Will Bennett	[illegible]	1322 CASHMAN Dr LV 89102
	10 Shelley Bennett	Shelley Bennett	1322 Cashman Dr.
86	11 Nancy Niles	Nancy Niles	1206 Barnard Dr.
82	12 BEN PERALTA	Ben Peralta	1130 CASHMAN DRIVE
7	13 Ben Peralta	[illegible]	1130 Cashman Drive 89102
	~~14 John R Davis~~		
83	15 John R. Davis	John R. Davis	1212 Barnard Dr.
	16 Miguel A. Hernandez	Miguel Angel Hdez	1141 Barnard dr.
84	17 Sheila Coe	[illegible]	1205 Barnard
85	18 Kelly Lino	Kelly Lino	1200 Barnard
10	19 Shari Compton	Shari Compton	1219 Barnard Dr.
86	20 Emily Rust	Emily Rust	1343 Barnard Dr.
	21 JOHN DRAKOS	[illegible]	1122 DAGGAS DR
	22 Tony Liouvo	[illegible]	1128 DOUGLAS
	23 ~~[illegible]~~		
	24 ERNEST SALERNO	Ernest J. Salerno	1102 MELVILLE DR
	25 ~~[illegible]~~		

11

We, the undersigned, know what the pros and cons are in becoming a Historic Neighborhood

And

oppose the request to designate the Westleigh Area a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
87	1 LORI TAPLETT	Lorette Taplett	1216 CASHMAN DR.
88	2 Bill Fraser	[illegible]	1218 BARNARD DR - 497-2377
89	3 William Seffel	[illegible]	1355 BARNARD DR TRACY & BILL
90	4 Julie Gangi	[illegible]	3506 Westliegh Ave 952-1630
	5 Dawn Giles	[illegible]	1307 Douglas Dr. - 460-4919
91	6 ALFRED RAMOS	[illegible]	1243 DOUGLAS DR 702-544-8406
92	7 MIKE KINGERY	[illegible]	1213 DARMAK DRIVE 702-258-9226
93	8 Patrick Genovese	[illegible]	1225 Darmak DR. pgenovese@cox.net
94	9 Anna Downs	Anna Downs	1307 Darmak Dr.
95	10 Martha P. Santana	[illegible]	1342 Darmak Dr.
	11 Josefina Barajas	Josefina Barajas	"
96	12 LESTER J. DESMAREST	[illegible]	1354 DARMAK DR. 702-889-6147
97	13 NATHAN HESS	[illegible]	1247 DARMAK DR.
98	14 John MacFarlane	[illegible]	1237 Darmak Dr.
	15 Astrid Garcia	[illegible]	3707 Westleigh 666-3994
	16 Jon Mangan	Jon Mangan	3701 Westleigh ave - 506-8322
99	17 Vickie DeRicco	Vickie DeRicco	1355 Melville Dr. 702 877 1161
	18 [illegible]		
100	19 Matt Riskin	[illegible]	1336 Melville Dr 258-2669
	20 JUDY BINSTEIN	Judy Binstein	1348 Melville 878 3415
	21 ABELLA RAMOS	Abella Ramos	1324 Melville Dr. 6158617 770-4949
101	22 John Salas	John Salas	1128 Melville DR 4.258-0088
102	23 ELLIOTT GUEVARA	[illegible]	1200 Melville DR
103	24 MARJORY PETERSEN	Marjory Petersen	870-4315 1201 DARMAK DR LVNV 89105
	25 James Cox	[illegible]	1200 Melville Dr. 89102

22

We, the undersigned, know what the pros and cons are in becoming a Historic Neighborhood

And

oppose the request to designate the Westleigh Area a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
104	1 MATTHEW KLEINDORFER	[signature]	1140 DOUGLAS DR.
105	2 MATTHEW KLEINDORFER	[signature]	1116 DOUGLAS RR.
106	3 Darryl Miller	Darryl Miller	1242 Douglas Dr.
	4 TAMAS STURCZ BALAZS KOVACS	[signature]	1242 DARMAK DR.
	5 Charles N Parker	[signature]	1231 Douglas Dr
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		

5

We, the undersigned, know what the pros and cons are in becoming a Historic Neighborhood

And

oppose the request to designate the Westleigh Area a Las Vegas Historic Property.

Name (Print)	Name (signature)	Address
(167) 1 Brittney Rios	Brittney Rios	1348 Barnard Dr.
(108) 2 Evette Aviles	Evette Aviles	1261 Douglas.
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

We, the undersigned, oppose the request to designate the Westleigh Neighborhood a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
1	~~Velia Ortega~~	~~Velia Ortega~~	~~1236 Melville Dr.~~
109 2	Velia Ortega	Velia Ortega	1236 Melville Dr.
110 3	George Kaiser	George Kaiser	1216 Melville Dr
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

2

We, the undersigned, know what the pros and cons are in becoming a Historic Neighborhood

And

oppose the request to designate the Westleigh Area a Las Vegas Historic Property.

	Name (Print)	Name (signature)	Address
111	1 Donna Kimmelman	Donna Kimmelman	3513 Westleigh Ave
112	2 Sally Caylor	Sally Caylor	3500 Westleigh Ave
113	3 ABel Figueroa	~~Abel Figueroa~~	~~3413 Westleigh Ave~~
	4 ABel Figueroa	Abel Figueroa	1325 Douglas
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		

We, the undersigned, know what the pros and cons are in becoming a Historic Neighborhood

And

oppose the request to designate the Westleigh Area a Las Vegas Historic Property.

Name (Print)	Name (signature)	Address
114 1 Robert Greenlee	[illegible]	1234 Dak[illegible]
115 2 DAYLE PETERSEN	[illegible]	1343 DOUGLAS Di[illegible]
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

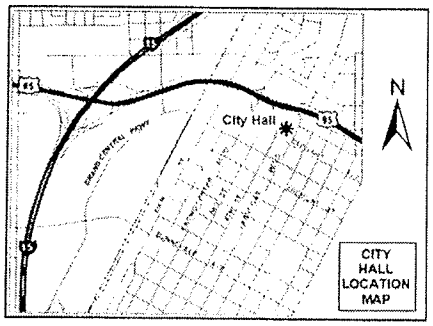
total = 115 Signatures

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

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 30 2009

Case: DIR-35476
16205113035
KNOX LAUREL
1212 DOUGLAS DR
LAS VEGAS NV 89102-1816

GAVDS11 89102

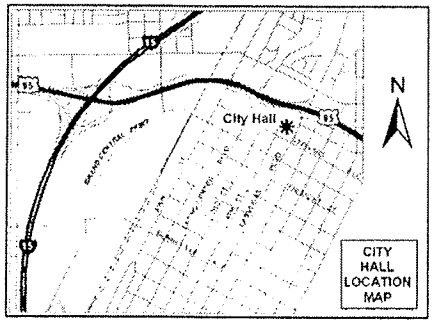
54A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 28 2009

RECEIVED
SEP 30 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205110052
BURCHER ROBERT L
1140 BARNARD DR
LAS VEGAS NV 89102-1802

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

GAVOS11 89102

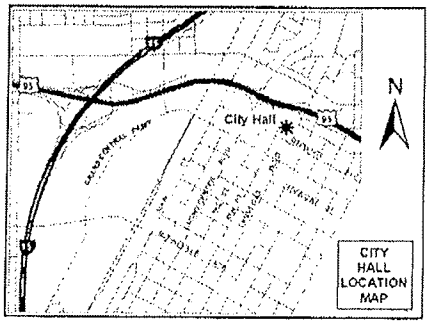
54A

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

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 3 0 2009

Case: DIR-35476

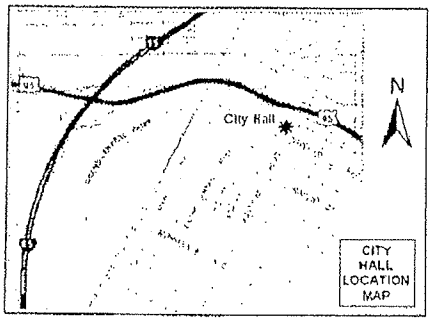
16205110055
STEPHENS KRAYTON E
1127 BARNARD DR
LAS VEGAS NV 89102-1801

CAVDS11 89102

54A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205110041
CONNELL MARK C
1121 DOUGLAS DR
LAS VEGAS NV 89102-1813

RECEIVED
SEP 23 2009

Submitted after final agenda

Date 9/23/09 Item # 25

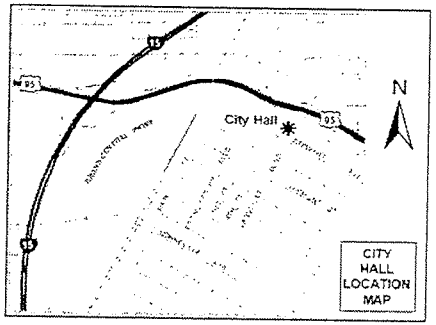
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIPCODE 89101

RECEIVED
SEP 29 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205215052
KATIC STANLEY
1336 DOUGLAS DR
LAS VEGAS NV 89102-1818

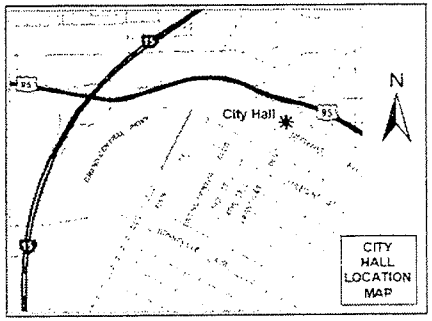
GAV0811 A810E

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 1W $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



229 6301

RECEIVED
SEP 23 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

■ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: DIR-35476

16205114016
KATIC LISA MARIE & BOSKI
1201 BARNARD DR
LAS VEGAS NV 89102-1803

DIR-35476
Planning Commission Meeting of 9/24/2009

Yes! yes! A K's times Yes! Thx

CAVDS11 89102

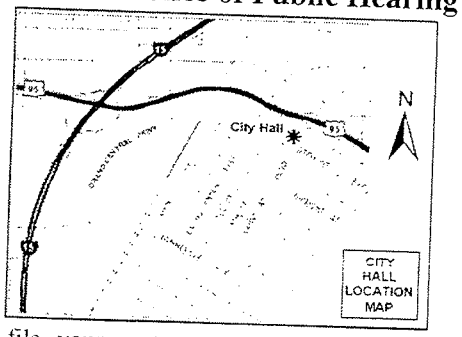
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41
SEP 11 2009
MAILED FROM ZIP CODE 89107

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.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

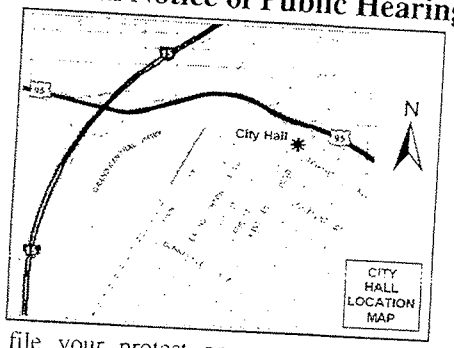
16205115008 Case: DIR-35476
SLAUGHTER RONALD J
3020 ASHBY AVE
LAS VEGAS NV 89102-1947

Submitted after final agenda
Date
Item 25A

CAVDE11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279216 SEP 11 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 17 2009

13932410006
HULL JAY FRANK
829 LACY LN
LAS VEGAS NV 89107-4449

Case: DIR-35476

GAVDS11 89107

Submitted after final agenda
Date
Item 75A

Sep 18 2009 13:26 UNLV 8955892 page 1

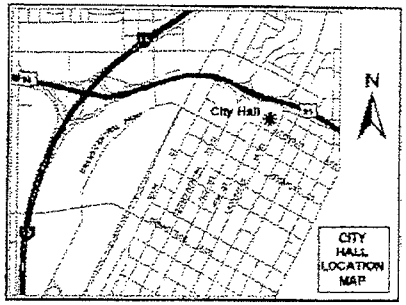
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205214012
GARRITY JOHN & CHERIE W
1263 CAMPBELL DR
LAS VEGAS NV 89102-1968

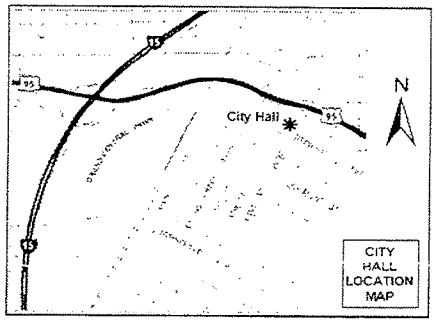
GAVDS11 89102

RECEIVED SEP 21 2009

Submitted after final agenda
Date
Item 25

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 17 2009
PLANNING & DEVELOPMENT

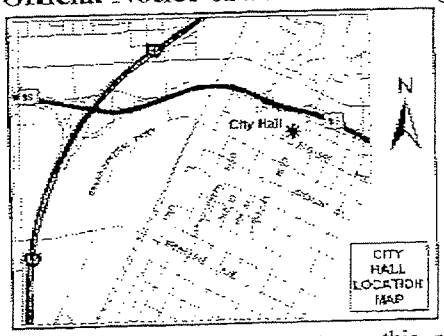
Case: DIR-35476

16205215082
FULBRIGHT 2000 TRUST
1307 BARNARD DR
LAS VEGAS NV 89102-1805

CAVOS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
FITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Case: DIR-35476

16205211001
SNEDDON CHRISTOPHER
1266 BARNARD DR
LAS VEGAS NV 89102-1804

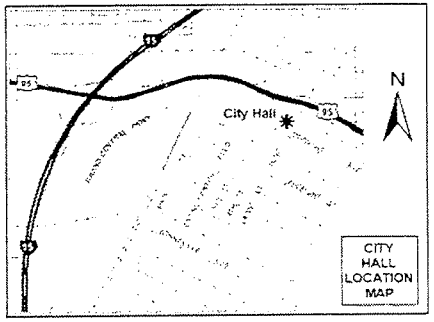
Submitted after final agenda
Date Item 26 A

RECEIVED
SEP 17 2009

CA 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 17 2009

Case: DIR-35476
16205215095
HUGHES CHERYL LYNN & EDDIE H
3401 WESTLEIGH AVE
LAS VEGAS NV 89102-1845

GAVDS11 89102

Date

Item 26 A

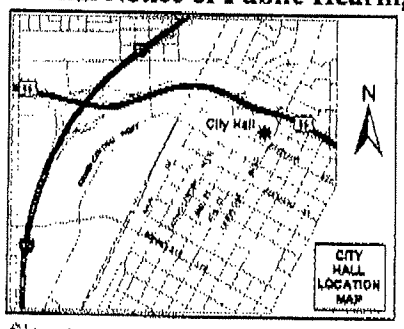
Sep. 22. 2009 4:33PM No. 2835 P. 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 SEP 11 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.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205215041
MULCHAY JOHN PAUL & LAURA E
1325 DARMAK DR
LAS VEGAS NV 89102-1811

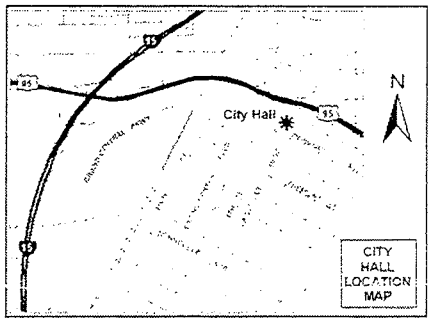
GAVDS11 89102

RECEIVED
SEP 24 2009

25A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

Gerald W. Young
9-12-2009

Case: DIR-35476
16205215025
YOUNG GERALD WAYNE & BETTY JEAN
1306 DARMAK DR
LAS VEGAS NV 89102-1812

PRESORTED FIRST CLASS
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004278218 SEP 11 2009
MAILED FROM ZIPCODE 89101

RECEIVED
SEP 17 2009

GAVDS11 89102

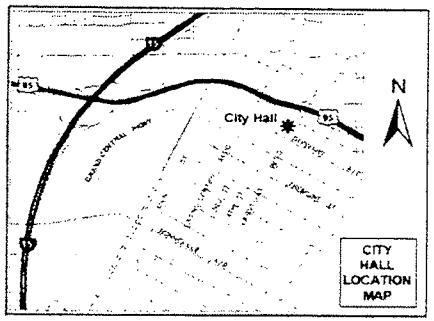
Submitted after the agenda
Date
Item 26

City of Las Vegas
Planning & Develop 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

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205215073
WINTER DAVID L
1324 BARNARD DR
LAS VEGAS NV 89102-1806

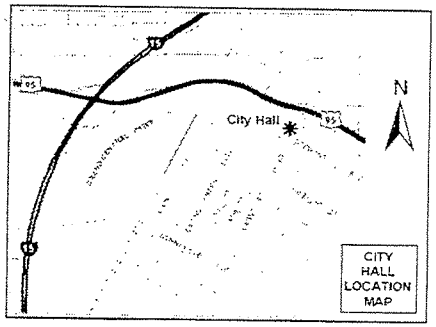
GAVD511 89102

RECEIVED
SEP 17 2009

Submitted after final agenda
Date
Item 43

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

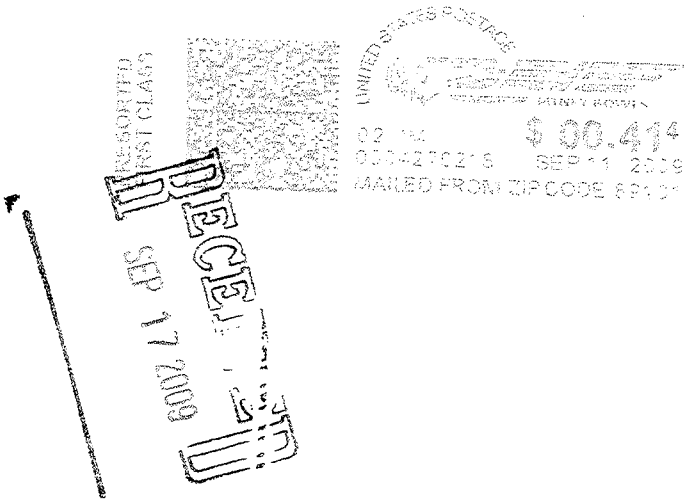
☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Submitted after final agenda
Date
Item 26



Case: DIR-35476
16205215011
O'DONNELL ROBERT W & M DENNI
3700 WESTLEIGH AVE
LAS VEGAS NV 89102-1834

CAVOS11 89102

001/001

RIO FACILITIES

08/17/2009 08:58 FAX 7772452

Submitted after final agenda
Date
Item 15A

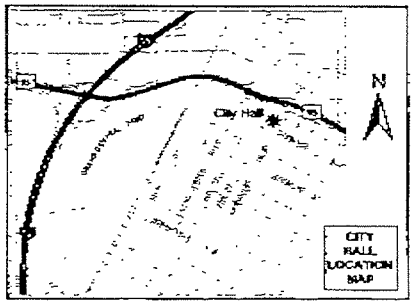
RECEIVED
SEP 17 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.41
02 1M
0004279215 SEP 11 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.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

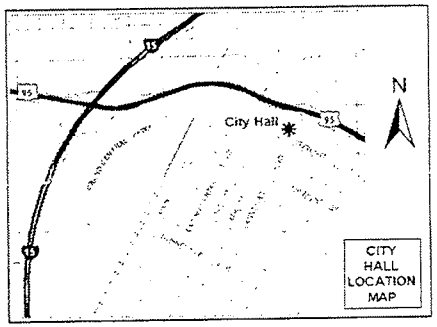
Planning Commission Meeting of 9/24/2009

Case: DIR-35476
162051100 20
BRUNA ROBERT J & DEBBIE L
P O BOX 26508
LAS VEGAS NV 89126-0508

GAUSII 89126

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 17 2009

UNITED STATES POSTAGE
$ 00.41
MAILED FROM ZIP CODE 89101

Case: DIR-35476

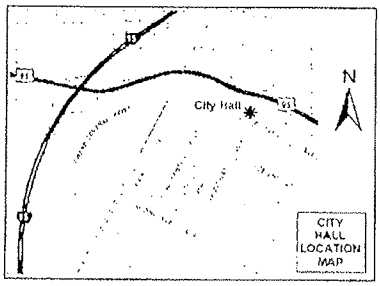
16205215012
RUSSELL DANA C
3606 WESTLEIGH AVE
LAS VEGAS NV 89102-1832

GAVDS11 89102

Submitted after final agenda
Date
Item 25A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205110016
PENNPLUS L L C
1770 WESTWIND RD
LAS VEGAS NV 89146-0301

GAU511 89145

RECEIVED
SEP 17 2009

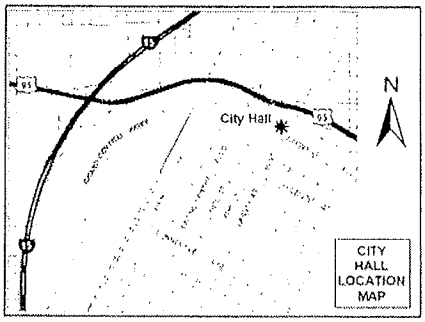
Submitted after final agenda
Date Item 25 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 SEP 11 20
MAILED FROM ZIP CODE 891

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 18 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205215050
MERRITT WENDY
3146 E MARLENE DR
GILBERT AZ 85296-9459

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

GAVDS11 85296

Submitted after final agenda

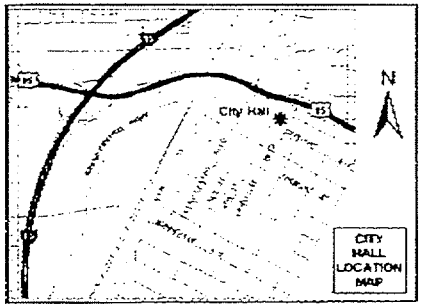
Date Item 25 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
$ 00.41⁴
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205110008
CONNELL FAMILY TRUST 2005
1141 MELVILLE DR
LAS VEGAS NV 89102-1819

RECEIVED
SEP 16 2009

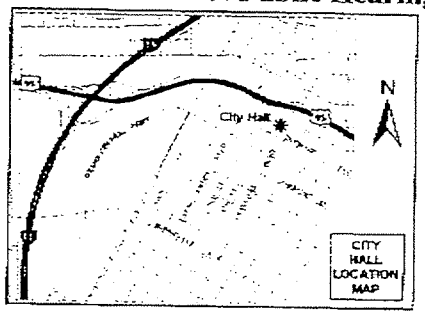
GAV0511 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAL SERVICE
$ 00.41[4]
MAILED FROM ZIP CODE

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476

16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

GAVDE11 89102

RECEIVED
SEP 10 2009

09/15/2009 18:03 FAX 7028771964

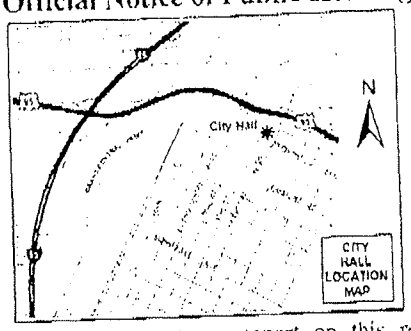
001/0

25A

City of Las Vegas
Planning & Development Department
Development Services Center
333 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205215005
RAMOS DANILO & ABELLA I
1324 MELVILLE DR
LAS VEGAS NV 89102-1824

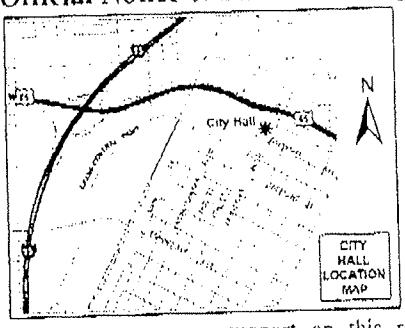
GAVDS11 A810B

RECEIVED
SEP 16 2009

25A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

we have lived in our home for 44 years, this is such a great neighborhood and we hope you give us your support thank you.

CAVDS11 89102

Case: DIR-35476
16205215018
REITZ FAMILY TRUST 1991
1331 MELVILLE DR
LAS VEGAS NV 89102-1823

Robert A. Reitz / Hertha Reitz
Hertha Reitz

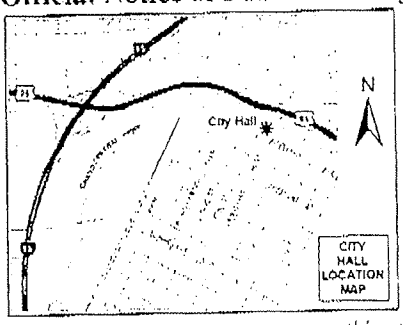
RECEIVED
SEP 16 2009

25A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205215030
KAHRE JEANEEN L
1336 DARMAK DR
LAS VEGAS NV 89102-1812

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

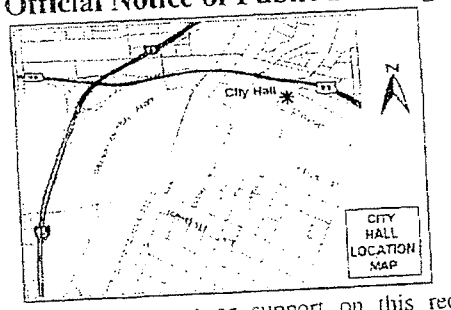
Planning Commission Meeting of 9/24/2009

GAVDS11 89102

RECEIVED
SEP 15 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES $ 00.41[illegible]

Case: DIR-35476

16205210014
COOMBS JAMES V
1255 DARMAK DR
LAS VEGAS NV 89102-1809

AVDS11 89102

RECEIVED SEP 15 2009

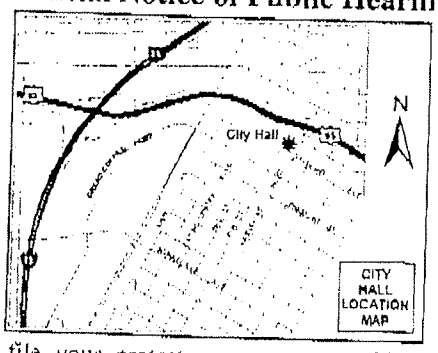
25A

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

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.

DIR-35476

Planning Commission Meeting of 9/24/2009

16205215021 Case: DIR-35476
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

GAVDS11 89146

RECEIVED
SEP 14 2009

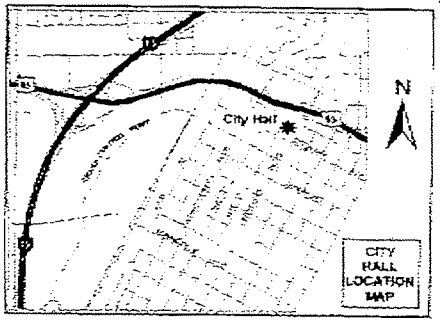
25A

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
0004278218 SEP 11 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205315026
LILES-SHIRLEY NAOMI 1994 LIV TR
2009 PLAZA DE SANTA FE
LAS VEGAS NV 89102-0000

GAVDE11 89102

RECEIVED
SEP 14 2009

25A

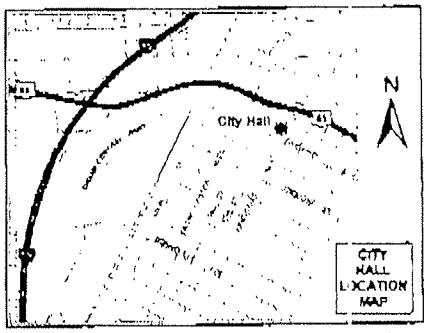
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

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 presentative, please call (702) 229-6405.

Case: DIR-35476
16205110013
HESSER TIFFANY L
1109 MELVILLE DR
LAS VEGAS NV 89102-1819

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476

Planning Commission Meeting of 9/24/2009

GAVDS11 A910E

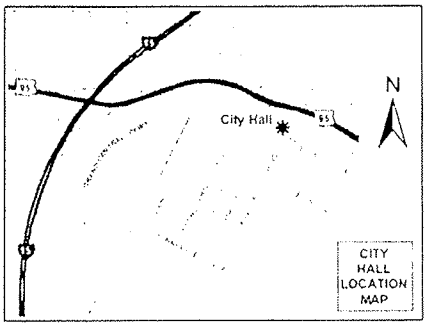
RECEIVED
SEP 14 2009

25A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 15 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205113036
STARKS MARSH & MARISSA M
1218 DOUGLAS DR
LAS VEGAS NV 89102-1816

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

GAV0511 89102

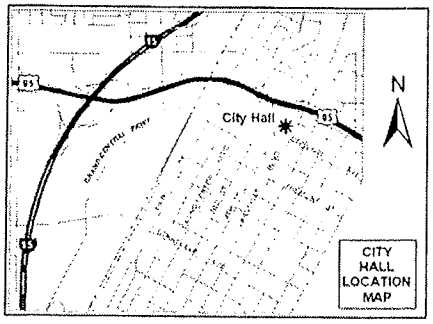
25A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



Support

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: DIR-35476

16205215038
TAKAS ANDREA S
1343 DARMAK DR
LAS VEGAS NV 89102-1811

☒ I SUPPORT this Request ☐ I OPPOSE this Request

P. e use available blank space on card for your comments.

DIR-35476
Planning Commission Meeting of 9/24/2009

9/24/09 #25

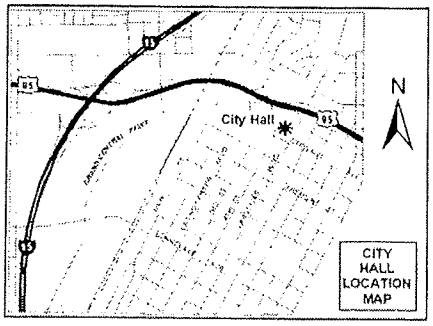
CAVOS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

02 1M $ 00.41
0004279218 SEP 11 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Support

Case: DIR-35476
16205215024
IRIARTE ELIANE LIVING TRUST
1300 DARMAK DR
LAS VEGAS NV 89102-1812

9/24/09 #25

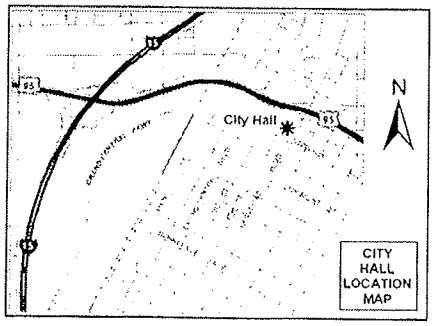
GAVD511 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 SEP 11 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



Support

If you wish to 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205113013
WALSH WILLIAM E & ELAINE FAM TR
1219 MELVILLE DR
LAS VEGAS NV 89102-1821

Submitted at Planning Commission

Date 9/24/09 Item 25

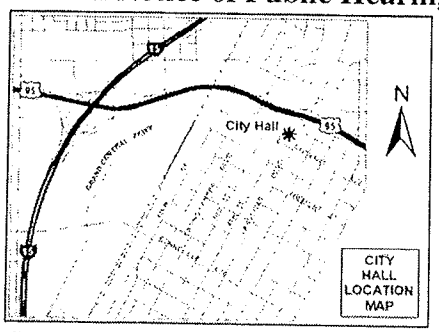
GAV0811 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
00042 79218 SEP 11 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.

DIR-35476

Planning Commission Meeting of 9/24/2009

Case: DIR-35476
16205215013
BRITTON MARGARET S TRUST
3612 WESTLEIGH AVE
LAS VEGAS NV 89102-1832

GAVOS11 89102

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 2, 2009

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 2, 2009

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 2, 2009

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION