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 16, 2009

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. INVOCATION – REVEREND ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE DECEMBER EMPLOYEE OF THE MONTH

6. RECOGNITION OF THE BLIND CENTER OF NEVADA BELL CHOIR

BUSINESS ITEMS - MORNING

7. 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

8. Approval of the Final Minutes by reference of the regular City Council meeting of November 18, 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.

BUSINESS DEVELOPMENT - CONSENT

9. Approval of a Waiver and Consent by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, and Bank of Nevada allowing the Las Vegas Performing Arts Foundation to secure additional funding for The Smith Center for the Performing Arts located in Symphony Park at the intersection of Symphony Park Drive and City Parkway - Ward 5 (Barlow)

FIELD OPERATIONS - CONSENT

10. Approval of a Lease Agreement between the City of Las Vegas and the Las Vegas-Clark County Library District to lease approximately 840-square feet of office space to operate a reading center located at Stupak Community Center, 251 West Boston Avenue - Ward 1 (Tarkanian)

11. Approval of a Second Amendment to License Agreement between the City of Las Vegas and Nextel of California, Inc., to cancel and supersede the Second Amendment previously on record for the wireless communications equipment located at the Atrium Business Tower, 333 North Rancho Drive - Ward 5 (Barlow)

12. Approval authorizing staff to submit a Joint Selection Concurrence Letter to the Clark County School District for a proposed Bureau of Land Management Recreation and Public Purpose Lease Application for approximately forty acres of land located north of Washburn Road, between the I-215 Beltway and Puli Drive, a portion of APN 126-36-201-002 - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

14. Approval of a Special Event Alcoholic Beverage License for Hillary Art Beauty Music Fashion, Location: 1104 South 3rd Street, Date: January 1, 2010, Type: Special Event Beer/Wine, Event: Grand Opening/First Friday, Responsible Person in Charge: Brenda Zicolillo - Ward 3 (Reese)

15. Approval of a new Wholesale General License subject to approval by the County, State, and Health Dept. regulations, Coreana Trading USA, Inc., dba Coreana Trading, 3100 East Charleston Boulevard, Suite 110, Bryan Y. Kim, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

16. Approval of an extension of a Temporary Supper Club License for a Change of Business Name, Change of Location, and Change of Ownership, From: Memphis Championship Barbecue, dba Memphis Championship Barbecue (Non-operational), To: Marysol Montano and Gume Montano, dba La Sirena Mexican Seafood Restaurant, 2327 South Eastern Avenue, Marysol Montano, Owner, 50% and Gume Montano, Owner, 50% - Ward 3 (Reese)

17. Approval of an extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Business Name and Change of Ownership, From: Delek, LLC, dba One Stop Market, To: LaBouz, LLC, dba Lakes Market, 7790 West Sahara Avenue, Pini LaBouz, Managing Mmbr - Ward 1 (Tarkanian)

18. Approval of an extension of a Temporary Wholesale General License, Mary Ellen Tsunis, dba Pristine Wine and Spirits, 581 East Sunset Road, Suite 100, Mary Ellen Tsunis, Owner, 100% - Henderson

19. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Coastline USA, Inc., To: Mieko Enterprise, dba Sushi Bar Sage, 4408 North Rancho Drive, Mieko Yaguchi, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross)

20. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Gill Enterprises, Inc., db at 7 Eleven Store #32826C, 920 North Buffalo Drive - Ward 1 (Tarkanian)

21. Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at Roadrunner Saloon Buffalo, 921 North Buffalo Drive - Ward 4 (Anthony)

22. Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at Agave Mexican Restaurant, 10820 West Charleston Boulevard - Ward 2 (Wolfson)

23. Approval of a Change of Location for a Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Chung Soo Kim, dba C S Kim Tae Kwon Do School, From: 9101 West Sahara Avenue, Suite 106, To: 8450 West Sahara Avenue, Suite 101, Chung Soo Kim, Owner, 100% - Ward 2 (Wolfson)

24. Approval of an extension of a Temporary Martial Arts Instruction Business License, Kekee's Kajukenbo, LLC, dba Kekee's Kajukenbo, LLC, 6595 Smoke Ranch Road, Suite 105, Keyonzia L. Harder, Mmbr, 100% - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

25. Approval of award of Modification No. 2 to Contract No. 040085-LR, Legislative and Governmental Relations Consulting - Office of Administrative Services - Award recommended to: BALL JANIK, LLP ($80,000 - General Fund)

26. Approval of award of Modification No. 4 to Contract No. 040228-DK, Third Party Collection Agency Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not to Exceed $125,000 - General Fund)

27. Approval of award of Modification No. 4 to Contract No. 040229-DK, First Party Debt Receivables Management Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not to Exceed $150,000 - General Fund)

28. Approval of award of Bid No. 100078-TM, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: THATCHER COMPANY OF NEVADA, BRENNTAG PACIFIC, INC. AND PVS CHEMICAL SOLUTIONS, INC. ($1,500,000 - Sanitation Enterprise Fund)

29. Approval of award of Blanket Services Agreement No. 100112-LD, Commissioning and LEED Related Services - Department of Public Works - Award recommended to: LAS VEGAS BUILDING COMMISSIONING, LLC (Not to Exceed $1,000,000 - Various Funds) - All Wards

30. Approval of rejection of non-responsible bids and award of Bid No. 09.1730.18-DC, Neon Boneyard Park located on the north and south side of McWilliams Avenue east of Las Vegas Boulevard North and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAND, INC. ($1,884,209.60 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

NEIGHBORHOOD SERVICES - CONSENT

31. Approval to allocate $35,000 of Housing Opportunities for Persons with Aids (HOPWA) funds through an agreement with Distinct Energy Performance for the housing rehabilitation work – All Wards

32. Approval to reprogram Community Development Block Grant (CDBG) funds in the amount of $37,724 to Opportunity Village to complete a roof replacement project on the Lied Employment Training Center located at 6300 West Oakey Boulevard – Ward 1 (Tarkanian)

33. Approval of an agreement between the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services (DWSS) and the City of Las Vegas to receive $118,640 as part of the Before and After School Programs for the Parents As Learning Support (PALS) Program – All Wards

PLANNING & DEVELOPMENT - CONSENT

34. Approval to accept an Energy Efficiency Community Block Grant (EECBG) in the amount of $5,449,200 under the American Recovery and Reinvestment Act (ARRA) for energy efficiency education, solar panels, energy efficient retrofits to City facilities and community energy audits and retrofits - All Wards

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Bruce Bilyeu of Ahern Rentals on behalf of DFA, LLC, owner (southeast corner of Bonanza Road and Martin L. King Boulevard) - Ward 5 (Barlow)

36. Approval of an Encroachment Request from ATC Associates, Incorporated on behalf of TWHR, LLC, Virginia Barrett Trust and Stella Sobchick Trust, owners (alley between 9th Street, 10th Street, Fremont Street and Carson Avenue) - Ward 5 (Barlow)

37. Approval to file a Right-of-Way Grant with the Bureau of Land Management for Trail purposes lying within a portion of the Southeast Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 60 East, Mount Diablo Meridian, generally located east of Rainbow Boulevard and north of Westcliff Drive, APN 138-27-802-005 - Ward 1 (Tarkanian)

38. Approval to Appraise and Purchase or Condemn for a right-of-way parcel for the Traffic Package 7A project located at the northwest corner of Bonanza Road and Tonopah Drive, commonly known as 2100 West Bonanza Road, being a portion of the North Half of the Southeast Quarter of Section 29, Township 20 South, Range 61 East, Mount Diablo Meridian, APN 139-29-704-031 ($10,000 - Traffic Improvement Capital Projects Fund) - Ward 5 (Barlow)

39. Approval of Supplemental Interlocal Contract 590a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $5,159,000 for the Horse Drive Interchange project at US-95 - Ward 6 (Ross)

40. Approval of Supplemental Interlocal Contract 482b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to November 30, 2015 and decrease project funding in the amount of $1,575,000 for the installation of bus turnouts on Charleston Boulevard between Fremont Street and Nellis Boulevard - Ward 3 (Reese) and County

41. Approval of Supplemental Interlocal Contract 461g between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to June 30, 2012 and decrease project funding in the amount of $1,600,000 for the ITS Communication Infrastructure project - All Wards and County

42. Approval of Supplemental Interlocal Contract 522b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2015 and decrease project funding in the amount of $1,160,000 for the installation of bus turnouts on Decatur Boulevard between Meadows Lane and Sahara Avenue - Ward 1 (Tarkanian)

43. Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to construct bus turnouts as required by Senate Bill 173 (SB 173) for proposed locations at Stop ID 517- Charleston Boulevard at Rancho Road, Stop ID 2090- Pecos Road at Bonanza Road and Stop ID 1857- Rainbow Boulevard at Lake Mead Boulevard with three alternate stops - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

RESOLUTIONS - CONSENT

44. R-86-2009 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Multipurpose Special Revenue Fund (SRF) Budget in the amount of $949,270 in order to recognize the tax credit to be received from the United States Treasury related to the interest payment to be made on the 2009B Certificates of Participation

DISCUSSION/ACTION ITEMS

CITY ATTORNEY - DISCUSSION

45. Discussion and possible action to acquire APN 126-24-701-011 and 126-24-701-012, located in the vicinity of Deer Springs Way and Hualapai Way, and to settle Albert D. Massi, et al. v. City of Las Vegas, Case No. A555582 in the Eighth Judicial District Court ($4,000,000 – Capital Improvement Fund) - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION DISCUSSION

46. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2009

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

47. Discussion and possible action regarding a Six Month Review of a Temporary Tavern License, Arias for Life, LLC, dba El Rodeo Nightclub VIP, 1815 East Charleston Boulevard, Maricela Arias, Mgr, 50% and Jesus Arias, Mgr, 50% - Ward 3 (Reese)

48. Discussion and possible action regarding a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Fun Bars, Inc., dba Hang N Loose, To: Red Label Bar, Inc., dba Red Label Bar & Lounge, 332 West Sahara Avenue, Nely Petkova, Pres, Dir, Secy, Treas, 100% - Ward 3 (Reese)

49. Discussion and possible action regarding a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Red Label Bar, Inc., dba Red Label Bar & Lounge, 332 West Sahara Avenue, Nely Petkova, Pres, Dir, Secy, Treas, 100% - Ward 3 (Reese)

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

LEISURE SERVICES - DISCUSSION

51. Discussion and possible action to name the two trailheads on Durango Drive and Westcliff and Hualapai between Town Center and Alta Drive - Ward 2 (Wolfson)

BOARDS & COMMISSIONS - DISCUSSION

52. REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expiration 1-7-2010

53. PARK & RECREATION ADVISORY COMMISSION – Letia (Lee) Heenan, Term Expiration 1-7-2010

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

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

56. 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 [NOTE: This item is related to Redevelopment Agency Item 5]

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.

57. 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

58. 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

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - 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.

61. EOT-36461 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: BUREAU OF LAND MANAGEMENT - Request for an Extension of Time of a previously approved Special Use Permit (SUP-23886) FOR A PROPOSED ELECTRIC UTILITY SUBSTATION approximately 370 feet east of the corner of Hualapai Way and Darling Road (APN 125-19-401-003), U (Undeveloped) Zone [PF (Public Facilities) General Plan Designation] and U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation], Ward 6 (Ross). Staff recommends APPROVAL

62. EOT-36460 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: BUREAU OF LAND MANAGEMENT - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-22509) FOR A PROPOSED ELECTRIC UTILITY SUBSTATION on 15.25 acres approximately 370 feet east of the corner of Hualapai Way and Darling Road (APN 125-19-401-003), U (Undeveloped) [PF (Public Facility) General Plan Designation], Ward 6 (Ross). Staff recommends APPROVAL

63. EOT-36462 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: NEVADA POWER COMPANY DBA NV ENERGY - Request for an Extension of Time of a previously approved Special Use Permit (U-119-98) FOR TWO ELECTRIC SUBSTATIONS AND OVERHEAD TRANSMISSION LINES adjacent to the north side of Far Hills Avenue, approximately 4,580 feet west of the Las Vegas Beltway (APN 137-27-601-002 and 137-22-000-015), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

64. EOT-36618 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-9665) FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

65. EOT-36622 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-9664) FOR A PROPOSED SERVICE STATION at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

66. EOT-36623 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - CM SAGEBRUSH 1-3082 LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9666) FOR A PROPOSED 3,710 SQUARE-FOOT SERVICE STATION WITHOUT INCIDENTAL AUTO REPAIR WITH AN ACCESSORY CAR WASH, A 5,504 SQUARE-FOOT TAVERN, A 3,600 SQUARE-FOOT RETAIL ELEMENT; AND WAIVERS OF BUILDING PLACEMENT AND FOUNDATION LANDSCAPING REQUIREMENTS on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

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

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

68. VAC-36135 - ABEYANCE ITEM - 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

69. ZON-36094 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 7.08 acres at 6320 Plaza Verde Place (APN 138-14-811-101), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

70. ZON-36095 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 3.92 acres at 2221 Maverick Street (APN 138-23-516-045), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

71. ZON-36096 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 1.25 acres at 1800 Wildwood Drive (APN 138-24-413-001), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

72. RQR-36250 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC. - Request for a Required Review of a previously approved Special Use Permit (U-0041-95) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2800 Marlin Avenue (APN 139-36-213-001), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

73. SUP-36242 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: IT'S MINE NOW, LLC - OWNER: TRANSWESTERN INVESTMENT HOLDINGS CHEYENNE FOUNTAINS, LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED 1,200 SQUARE-FOOT THRIFTSHOP at 7450 West Cheyenne Avenue, Suite #104 (APN 138-10-413-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (6-0 vote) and staff recommend APPROVAL

74. DIR-36626 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: WOODLANDS HOME OWNERS ASSOCIATION - Request TO ALLOW THE OPERATION OF A 359 SQUARE-FOOT WATER FEATURE WITHIN A PARK located at 1414 Pine Leaf Drive (APN 137-26-514-039), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

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

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

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

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

79. SUP-35891 - ABEYANCE ITEM - 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

80. VAR-36271 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DINO MARINO - Request for a Variance TO ALLOW A 14-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED FOR A PROPOSED 327 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE FAMILY RESIDENCE on 0.42 acres at 1717 Chapman Drive (APN 162-02-312-063), R-1 (Single Family Residential) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

81. SUP-36142 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL

82. SUP-36172 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: G.L. DRAGON, LLC - Request for a Special Use Permit FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend APPROVAL

83. SUP-36241 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUNNY'S II - OWNER: RANCHO DEL MAR, LLC - Request for a Special Use Permit FOR A PROPOSED LIQUIFIED PETROLEUM GAS INSTALLATION (OVER 288 GALLONS) at 3550 North Rancho Drive (APN 138-12-315-006), C-2 (General Commercial) Zone, Ward 6 (Ross). (NOTE: PROPOSED 1,000 GALLON TANK). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

84. SUP-36243 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUNNY'S I - OWNER: JAK PROPERTIES, LLC - Request for a Special Use Permit FOR A PROPOSED LIQUIFIED PETROLEUM GAS INSTALLATION (OVER 288 GALLONS) at 4747 North Rancho Drive (APN 138-02-101-003), C-2 (General Commercial) Zone, Ward 6 (Ross). (NOTE: PROPOSED 1,000 GALLON TANK). The Planning Commission (6-0 vote) and staff recommend APPROVAL

SET DATE

85. 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

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

COUNCIL MEMBER RECOGNITION

87. 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 16, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 16, 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 16, 2009

SUBJECT:
INVOCATION – REVEREND ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 16, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE DECEMBER EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE BLIND CENTER OF NEVADA BELL CHOIR

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 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.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 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 18, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Waiver and Consent by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, and Bank of Nevada allowing the Las Vegas Performing Arts Foundation to secure additional funding for The Smith Center for the Performing Arts located in Symphony Park at the intersection of Symphony Park Drive and City Parkway - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Las Vegas Performing Arts Center Foundation and the Bank of Nevada have entered into a Revolving Line of Credit Agreement. This line of credit will be used for the Furniture, Fixtures and Equipment (FF&E) for The Smith Center for the Performing Arts. As the owner of The Smith Center, the City of Las Vegas would be required to consent to this line of credit agreement since it will be used for equipment for the facility. This line of credit is not a city debt obligation or responsibility in any way.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Waiver and Consent

WAIVER AND CONSENT

THIS WAIVER AND CONSENT ("Waiver and Consent") is made and entered into effective as of December ____, 2009, by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City"), and Bank of Nevada ("Lender").

A. City is the owner of the real property commonly identified as Clark County Assessor's Parcel Number 139-33-610-026, Las Vegas, Nevada (the "Premises").

B. City has entered into that certain Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated as of November 4, 2009 (together with all amendments and modifications thereto, the "Agreement"), with Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation ("Company"), with respect to the Premises.

C. Pursuant to Section 2.4 of the Agreement, within five (5) business days after the occurrence of Final Completion (as defined therein), Company and City will enter into a Lease and Operating Agreement (the "Lease") for the lease of a portion of the Premises (the "Leased Premises").

D. Lender has previously entered or is about to enter into a Revolving Line of Credit Agreement (the "Credit Agreement") and related documents with Company, and to secure the obligations arising under such Credit Agreement, Company has granted or will grant to Lender a security interest in and lien upon certain assets of Company, including, without limitation, all fixtures (but excluding fixtures attached to and made a part of the real property to which they are attached, which fixtures are listed on Exhibit A attached hereto), equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, supplies, and articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Company, which are now or hereafter situated in, on or about the Premises, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Premises or stored elsewhere) for use or installation in or on the Premises, and all renewals and replacements of, substitutions for and additions to the foregoing, including, without limitation, all items listed on Exhibit B attached hereto (collectively, the "Collateral").

NOW, THEREFORE, in consideration of any financial accommodations extended by Lender to Company at any time, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. City acknowledges that (a) the Agreement is in full force and effect, (b) City is not aware of any existing default under the Agreement, (c) City is not aware of any defense, offset, claim or counterclaim by or in favor of City against Company under the Lease or against the obligations of City under the Agreement, and (d) except as disclosed to Lender, no portion of the Leased Premises is encumbered in any way by any deed of trust or mortgage lien or ground or superior lease.

2. City will provide Lender with written notice of any default by Company under the Agreement or, after execution, the Lease that may result in termination of the Lease (a "Default Notice"). Lender shall have at least fifteen (15) days following receipt of such Default Notice to cure such default, but Lender shall not be under any obligation to cure any default by Company under the Agreement or Lease. No action by Lender pursuant to this Waiver and Consent shall be deemed to be an assumption by Lender of any obligation under the Agreement or Lease, and, except as provided in paragraphs 6 and 7 below, Lender shall not have any obligation to City.

3. City acknowledges the validity of Lender's lien on the Collateral and, until such time as the obligations of Company to Lender are paid in full, City waives and releases any interest in the Collateral, agrees that any rights it may have in or to the Collateral, no matter how arising, shall be subordinate to the rights of Lender in respect thereof, and agrees not to distrain or levy upon any Collateral or to assert any lien, right of distraint or other claim against the Collateral for any reason. City hereby authorizes Lender to record with the appropriate public office any financing, continuation or other statements in connection with Company's grant of a security interest to Lender in the Collateral covered by this Waiver and Consent, which financing statement may encumber the Premises to the extent of Lender's interest in the Collateral.

4. Prior to termination of the Lease, Lender or its representatives or invitees may enter upon the Leased Premises at any reasonable time and with prior notice to the City without any interference by City to inspect or remove any or all of the Collateral.

5. From and after a termination of the Lease, City will permit Lender and its representatives and invitees to access the Leased Premises; provided that such period (the "Disposition Period") shall not exceed up to ninety (90) days following receipt by Lender of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to thirty (30) days following Lender's receipt of written notice of such expiration. If any injunction or stay is issued that prohibits Lender from removing the Collateral, the commencement of the Disposition Period will be deferred until such injunction or stay is lifted or removed.

6. During any Disposition Period, (a) Lender and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Collateral, in each case without interference by City, and (b) Lender acknowledges and consents that the City shall have the right to makethe Leased Premises available for inspection by City and prospective tenants and Lender agrees to cooperate in City's reasonable efforts to re-lease the Leased Premises.

7. Lender shall promptly repair at Lender's expense, or reimburse City, for any physical damage to the Leased Premises actually caused by the conduct of such auction or sale and any removal of Collateral by or through Lender (ordinary wear and tear excluded). Lender shall not be liable for any diminution in value of the Leased Premises caused by the absence of Collateral removed, and Lender shall not have any duty or obligation to remove or dispose of any Collateral or any other property left on the Leased Premises by Company. Lender shall indemnify and hold harmless the City, its officers and employees ("City") from any and all claims, liabilities, damages, losses, suits, actions, decrees and judgments which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any action or omission, negligent or otherwise, on the part of Lender, its representatives and

invitees in inspecting, removing, repossessing and otherwise dealing with the Collateral in the Leased Premises.

8. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by facsimile, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

9. This Waiver and Consent may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the State of Nevada, and shall inure to the benefit of Lender and its successors and assigns and shall be binding upon City and its successors and assigns (including any transferees of the Leased Premises).

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, this Waiver and Consent is entered into as of the date first set forth above.

Lender:

Bank of Nevada

By: _____
Name: _____
Title: _____

Address:

1115 South Hualapai Way
Las Vegas, Nevada 89117
Attn: _____

Facsimile: (702) ____-_____

City:

The City of Las Vegas, Nevada,
a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

Address:

_____
_____
Attn: _____

Facsimile: (702) ____-_____

APPROVED AS TO FORM:

D. Ponticello 11/24/09
Deputy City Attorney

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2009, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2009, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument as the Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC, in and for said County and State

The Smith Center for the Performing Arts **Attachment A**
Excluded Fixtures

LARGE HALL & EDUCATION CENTER FF&E			
DIV	DESCRIPTION	Excluded	
10	**Misc. Specialties**		
	Large Hall Signage	$	323,023
	Education Center Signage	$	109,498
		$	**432,521**
11	**Equipment**		
	Large Hall Theater Equipment	$	4,397,494
	Education Center Theater Equipment	$	18,349
	Large Hall Fixed Seating	$	968,378
	Large Hall Loose Seating Allowance	$	-
	Large Hall Audio/Video System - Coord/Submittal/Eng/Wire In	$	392,642
	Large Hall Audio/Video System - Equipment Allowance	$	-
	Ed Center Audio/Video System - Coord/Submittal/Eng/Wire In	$	145,992
	Education Center Audio/Video System - Equipment Allowance	$	-
	Carillon Bells	$	-
	Large Hall Food Service Equipment	$	-
	Education Center Food Service Equipment	$	-
		$	**5,922,855**
12	**Furnishings**		
	Large Hall FF&E Interiors	$	-
	Ed Center FF&E Interiors	$	-
	Operations Equipment and Software	$	-
	Other Large Hall Performance Equipment	$	517,266
	Other Ed Center Performance Equipment	$	-
		$	**517,266**
16	**Electrical**		
	Large Hall Owner Supplied Fixtures	$	2,143,506
	Education Center Owner Supplied Fixtures	$	557,638
		$	**2,701,144**
	Total FF&E	**$**	**9,573,786**

The Smith Center for the Performing Arts **Attachment B**
Included Furniture/Equipment/Collateral

LARGE HALL & EDUCATION CENTER FF&E		
DIV	DESCRIPTION	Collateral
10	**Misc. Specialties**	
	Large Hall Signage	$ -
	Education Center Signage	$ -
		$ -
11	**Equipment**	
	Large Hall Theater Equipment	$ 4,948,943
	Education Center Theater Equipment	$ 170,000
	Large Hall Fixed Seating	$ -
	Large Hall Loose Seating Allowance	$ 345,590
	Large Hall Audio/Video System - Coord/Submittal/Eng/Wire In	$ -
	Large Hall Audio/Video System - Equipment Allowance	$ 2,000,551
	Ed Center Audio/Video System - Coord/Submittal/Eng/Wire In	$ -
	Education Center Audio/Video System - Equipment Allowance	$ 883,951
	Carillon Bells	$ 611,333
	Large Hall Food Service Equipment	$ 833,304
	Education Center Food Service Equipment	$ 941,409
		$ 10,735,081
12	**Furnishings**	
	Large Hall FF&E Interiors	$ 6,794,725
	Ed Center FF&E Interiors	$ 2,396,775
	Operations Equipment and Software	$ 2,482,500
	Other Large Hall Performance Equipment	$ 235,000
	Other Ed Center Performance Equipment	$ 127,511
		$ 12,036,511
16	**Electrical**	
	Large Hall Owner Supplied Fixtures	$ -
	Education Center Owner Supplied Fixtures	$ -
		$ -
	Total FF&E	**$ 22,771,592**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a Lease Agreement between the City of Las Vegas and the Las Vegas-Clark County Library District to lease approximately 840-square feet of office space to operate a reading center located at Stupak Community Center, 251 West Boston Avenue - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Las Vegas-Clark County Library District is in need of office space to maintain operation of its business, which is limited to a public library. The City has approximately 840-square feet of space located within the newly constructed Stupak Community Center that can be used to accommodate the public library.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day _____ 2009, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord"), and Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, ("Tenant"). Landlord and Tenant may be referred to singulary as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Landlord is the owner of certain real property and community center located at 251 West Boston Avenue, Las Vegas, Nevada, 89107, and commonly known and referred to as Stupak Community Center (the "Premises"); and

WHEREAS, the Tenant is desirous to occupy a portion of the Premises by leasing approximately 840 square feet of office space to operate a reading center, which is expressly limited to a public library, under the terms, conditions, and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. PREMISES. In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain office space comprising approximately 840 square feet located in the Premises, and futher delineated on Exhibit "A" attached hereto and incorproated herein by this reference.

2. TERM.

2.1. Commencement Date. The Commencement Date for this Lease will begin on the date first above written.

2.2. Length of Term. The term of this Lease shall be for a period of one year, renewable each year thereafter by mutual written notification and consent, beginning on the Commencement Date. This Lease may be terminated with or without cause by either Party providing the other party thirty (30) day advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the thirty (30) day notification period ends. For the avoidance of doubt and by example, if notification is provided on the 5th day of July, the Lease Agreement terminates on August 31st of that same year.

3. RENT.

3.1. Tenant agrees to pay to Landlord, at such place as Landlord may designate in writing, without prior demand and without any deduction or set-off whatsoever, except as provided herein, the Base Rental Payment of One Dollar and No Cents ($1.00) per month.

3.2. Tenant agrees that any and all work, repair or maintenance required and/or performed under Section 9—Maintenance shall be considered to be Supplemental Rent and shall be paid in addition to the Base Rental Payment.

4. CHANGES TO PREMISES. Landlord hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional space, in or on the Premises.

5. USE. Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to a public library. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.

6. CONTINUOUS OPERATION. Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises sufficient personnel to service the usual and ordinary demands and requirements of its customers.

7. LAWS, WASTE, NUISANCE. Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS, AWNINGS AND CANOPIES. Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Community Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining written permission from Landlord. Landlord may, at Tenant's cost, remove any item erected in violation of this Section 8.

9. MAINTENANCE. Landlord shall keep all portions of the Premises including, but not limited to, windows, doors, plate glass or the interior surfaces of exterior walls of the Premises in good order, condition and repair. If any part of the Premises is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property.

10. ALTERATIONS. Tenant shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the building without first obtaining Landlord's written consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Community Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work and shelving, movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN. Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

12. UTILITIES. Landlord shall supply power, water, sewer, and gas utility services to the Premises. All other utility services shall be the responsibility of the Tenant. Landlord shall also supply janitorial services and supplies.

Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Community Center. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

Tenant shall have installed at its own cost and expense its own telephone line, data line and fax line. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for said telephone/data utility services. Tenant shall at its own cost and expense, obtain, maintain and use a photocopier and a fax machine for its own use.

13. COMMON AREAS–REVOCABLLICENSE. All common areas in the Community Center which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Community Center shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. Landlord shall operate and maintain the common areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

14. ASSIGNMENT.

14.1. Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of

any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning of this Section.

14.2. Consent Required. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

14.3. Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to landlord reasonable fees, not to exceed $250.00, incurred in connection with processing documents necessary to the giving of such consent.

15. INDEMNITY.

15.1. Tenant shall indemnify Landlord and save harmless from and defend against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

15.2. Landlord shall indemnify Tenant and save harmless from and defend against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Landlord of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

15.3. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures, or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

15.4. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

15.5. In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15.6. In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect, defend and hold Tenant harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

16. INSURANCE. Tenant will provide such amount of insurance as required to cover personal injury liability and property damage in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million

Dollars and No Cents ($1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

17. DESTRUCTION.

17.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Community Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Community Center are damaged, whether or not the Premises are damaged, to such an extent that the Community Center cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenants liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

17.2. Tenant's Remedies. The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item Section 17.1 above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items Section 17.1 above. If Tenant shall terminate this Lease, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease other than remove its personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

18. EVENTS OF DEFAULT. Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 19:

18.1. Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

18.2. Tenant fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.

18.3. Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.

18.4. Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

19. Remedies. Upon the occurrence of the events set forth in Section 18, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

19.1. Immediately re-enter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry of taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

19.2. Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

19.3. Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

19.4. Should Landlord re-enter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection (C) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The remedies given to Landlord in this Section 18 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20. ACCESS TO PREMISES. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Community Center. Landlord shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-

business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Community Center that necessitates immediate corrective action.

21. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as Landlord under this Lease.

22. QUIET ENJOYMENT. Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

23. SURRENDER OF PREMISES. At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

24. ATTORNEY'S FEES. In the event that at any time during the term of this Lease either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed Ten Thousand Dollars and No Cents ($10,000.00).

25. MISCELLANEOUS PROVISIONS.

25.1. No Partnership. Landlord does not by this Lease, in anyway or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

25.2. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

25.3. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

25.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

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To Landlord: City of Las Vegas
Department of Field Operations/Real Estate and Utilities
400 Stewart Ave., 4th Floor
Las Vegas, Nevada 89101
(702) 229-1021 phone
(702) 464-2522 fax

With additional copies to:

City of Las Vegas
Department of Leisure Services
749 Veterans Memorial Dr.
Las Vegas, Nevada 89101

To Tenant: Las Vegas-Clark County Library District
Las Vegas-Clark County Library
833 Las Vegs Boulevard North
Las Vegas, NV 89101
(702) 507-3610

25.5. Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Community Center is located.

25.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

25.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Community Center, the Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

25.9. Entire Agreement. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent

with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

26. MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto.

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27. AUTHORITY OF SIGNATORIES. Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date and year set forth above.

CITY OF LAS VEGAS
"Landlord"

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 11/19/09
Deputy City Attorney Date

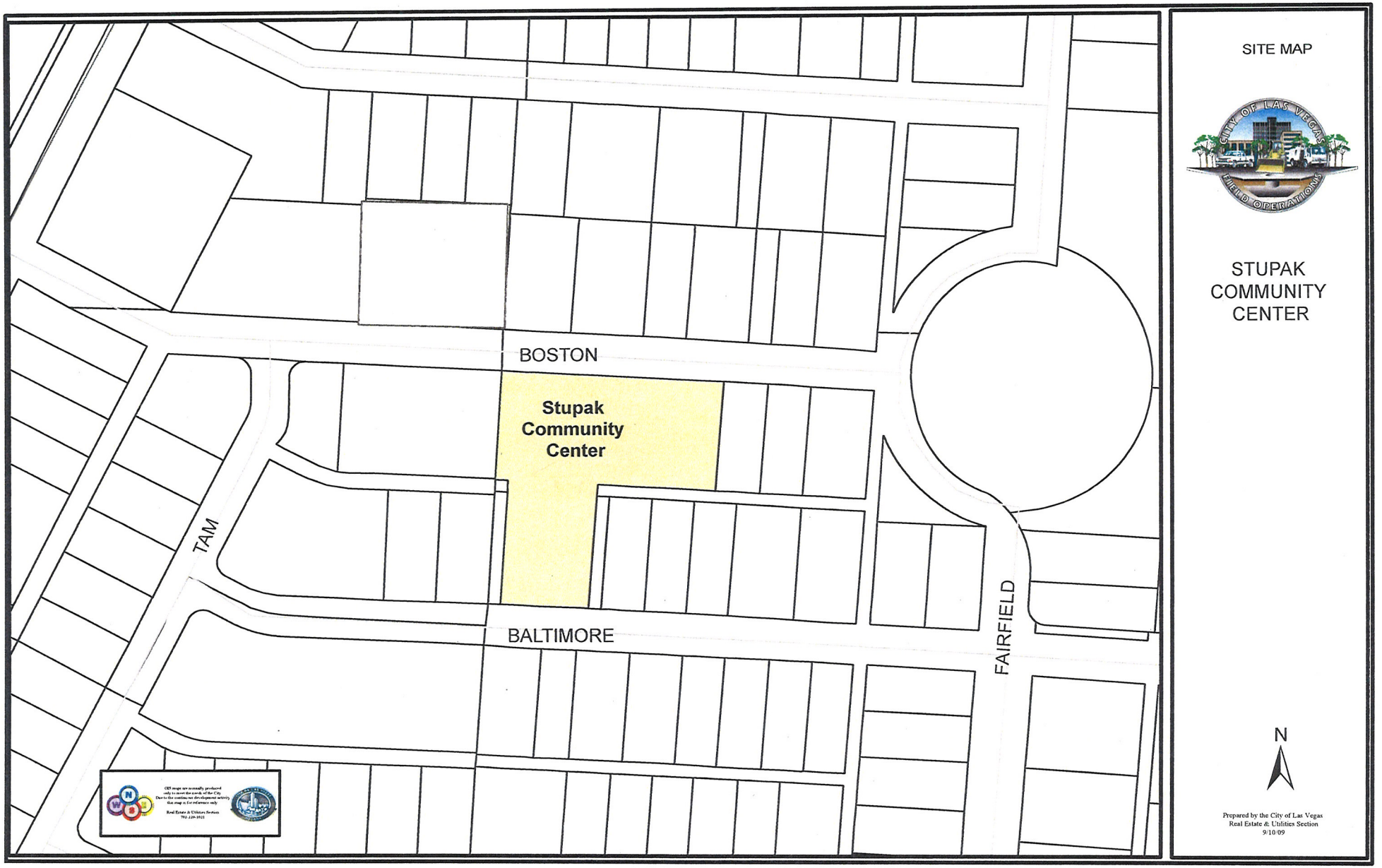
LAS VEGAS CLARK COUNTY LIBRARY DISTRICT
"Tenant"

By: _____
Jeanne Goodrich, Executive Director

APPROVED AS TO FORM:

By: _____
Gerald M. Welt Date
Counsel for Las Vegas Clark County
Library District Counsel

EXHIBIT "A"



SITE MAP

STUPAK
COMMUNITY
CENTER

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Prepared by the City of Las Vegas
Real Estate & Utilities Section
9/10/09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a Second Amendment to License Agreement between the City of Las Vegas and Nextel of California, Inc., to cancel and supersede the Second Amendment previously on record for the wireless communications equipment located at the Atrium Business Tower, 333 North Rancho Drive - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment cancels and supersedes the Second Amendment previously on record which was approved by Council on October 7, 2009. Nextel has requested to amend the Agreement to sublease to ClearWireless LLC and other third-parties on the wireless equipment or property within the area designated subject to the terms of this Second Amendment. New changes have been incorporated into the amendment.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Second Amendment to License Agreement

NV7358

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2009 ("Effective Date") by and between the City of Las Vegas, a municipal corporation of the State of Nevada, successor in interest to Atrium-SCE, LLC, (the "Licensor") and Nextel of California, Inc., a Delaware corporation (the "Licensee"). Licensor and Licensee are individually or collectively are referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, on or about December 10, 2001, the Licensee and Atrium-SCE entered into a License Agreement, further amended on April 11, 2002 ("Agreement"), both of which are attached hereto as Exhibit A and incorporated herein by this reference, for the installation and operation of wireless communications equipment ("Wireless Equipment") at the premises located at 333 North Rancho Drive in Las Vegas, Clark County, Nevada known as the Atrium Building (the "Atrium") with a term detailed in Section 5 of the Agreement;

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

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

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

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

2. After the full execution of this Second Amendment, Licensee may sublease space to Clear Wireless LLC on the Wireless Equipment or property within the area described in Exhibit C of the Agreement ("Licensed Premises"). In addition, Licensee may sublease space to third-parties other than Clear Wireless LLC on the Wireless Equipment or Licensed Premises with Licensor's prior written consent. Each subleasee of Licensee shall be required to comply with the obligations of Licensee under the terms of the Agreement and this Second Amendment. Any changes by the sublicensee to the Licensed Premises that requires additional City rooftop or facilities space for equipment and antennas shall be subject to approval by Licensor with terms to be negotiated in the future. The execution of any sublicense agreement shall not release Licensee from any of Licensee's obligations in the Agreement for this Second Amendment.

3. Licensee represents and acknowledges that as of the date of this Second Amendment, Licensee (i) is not in default under the terms of the Agreement; (ii) has no defense, set off or counterclaim to the enforcement by Licensor of the terms of the Agreement; and (iii) is not aware of any action or inaction by Licensor that would constitute an Event of Default by Licensor under the Agreement.

4. The Parties reaffirm the Agreement and agree and acknowledge that, except as expressly amended hereby, the Agreement remains in full force and effect according to its terms. In the event of any conflict between the terms of the Agreement or First Amendment and this Second Amendment, the terms of this Second Amendment shall govern.

5. Upon approval of this Second Amendment by the City Council of the Licensor and after it has been fully executed by signature of all parties, the Licensor designates the Administrator of Facilities Managements' Real Estate & Utilities Section who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of the Agreement, including amendments, document requiring signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand Dollars and No Cents ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office and recordings and filing with the City of Las Vegas City Clerk's Office.

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

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the Effective Date set forth above.

CITY OF LAS VEGAS
"Licensor"

_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges MMC, City Clerk

APPROVED AS TO FORM:

John S. Ricilla 11/5/09
Deputy City Attorney Date

NEXTEL OF CALIFORNIA, INC.
"Licensee"

By: Jeannine Millard

Name: Jeannine Millard
Manager Real Estate

Title: _____

11-16-09

ACKNOWLEDGEMENTS

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, 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 KANSAS)
)ss.
JOHNSON COUNTY)

On this 16th day of November, 2009, before me, the undersigned Notary Public in and for said County and State, appeared Jeannine Millard 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.

ALLISON GIFFIN
Notary Public, State of Kansas
My Appointment Expires
7-25-13

Allison Giffin
_____
Notary Public

EXHIBIT A
License Agreement and First Amendment

MKT: LAS VEGAS
SITE#: NV 7358a (Lorenzi)

FIRST AMENDMENT

This First Amendment is attached to and made a part of the License Agreement [the "Agreement"] dated December 10, 2001, by and between ATRIUM-SCE, LLC, a California limited liability company (herein called "Licensor") and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications (herein called "Licensee").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

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

1. That Exhibit C to the Agreement is deleted in its entirety and replaced with the new Exhibit C attached hereto and incorporated herein by this reference.

2. In addition to the foregoing, Licensee shall, at Licensee's sole cost, perform the following:
   a. Remove and properly dispose of pine tree, located just south of the parking garage as more particularly illustrated in Exhibit C attached hereto;
   b. Relocate existing trash container to the south and pour a concrete pad for the new location, as more particularly described in Exhibit C attached hereto; and
   c. Remove the two olive trees as shown in the attached Exhibit C attached hereto and replace with two parallel parking spaces.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the 11 day of April, 2002.

LICENSOR

ATRIUM-SCE, LLC, a
California limited liability company

By: _____

Name: Brett R. Baumgarten

Title: Managing Member

Date: 4/3/02

LICENSEE

NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications

By: _____
Gilbert T. Montoya

Title: Area Eng/Ops Vice President

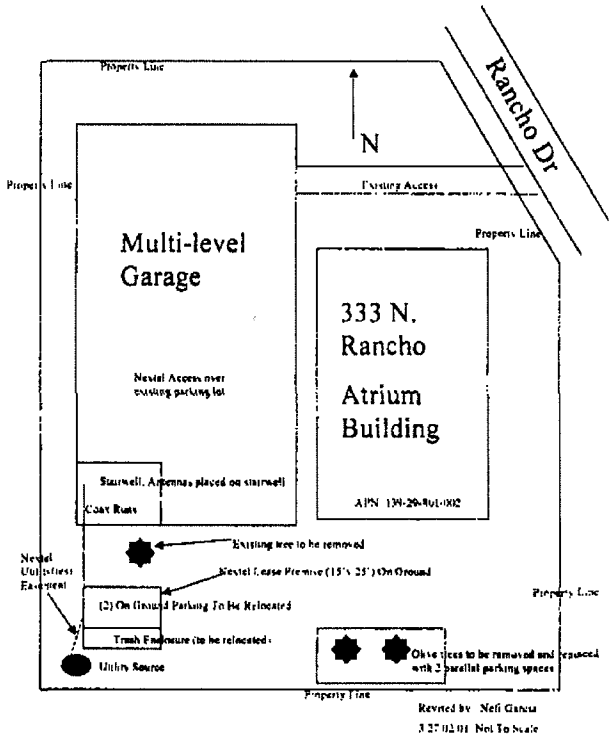
Date: 4/11/02

MKT: LAS VEGAS
SITE#: NV 7358a (Lorenzi)

EXHIBIT C

Location of Licensee's Equipment

The Premises are described and/or depicted as follows:



LICENSE AGREEMENT

This license agreement ("**Agreement**") is made as of this 10 day of DECEMBER, 2001 ("**Agreement Date**"), by and between

ATRIUM-SCE, LLC, a California limited liability company having an office at 4080 Cavitt Stallman Road, Suite 200, Granite Bay, California ("**LICENSOR**")

AND

NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, having an office at 310 Commerce Drive, Irvine, California 92602 ("**LICENSEE**").

The property which is the subject of this Agreement are those portions of the realty and/or buildings or structures located thereupon which are owned or leased by LICENSOR, or which LICENSOR has a right to the use of the building known as Atrium Tower and located at 333 North Rancho Drive, Las Vegas, Nevada ("**Premises**"). The Premises is further described on Exhibit "A" attached hereto.

LICENSOR's managing agent with respect to communications equipment located upon the Premises is AAT Communications Corp., a New York corporation having an office at Woodbridge Place, 517 Route One South, Fifth Floor, Iselin, New Jersey 08830 ("AAT").

In consideration of the mutual covenants and obligations herein contained, Licensor and Licensee agree as follows:

1. **License.** *LICENSOR grants to LICENSEE a non-exclusive right to use the Premises for the installation and operation of the communications equipment ("**Equipment**") described on Exhibit "B" attached hereto. LICENSEE is solely responsible for determining whether the Premises are suitable for its intended use. Notwithstanding the foregoing, LICENSOR agrees that LICENSEE shall have the exclusive use of those portions of the Premises upon and/or within which the Equipment is located. In the event LICENSEE constructs its own shelter pursuant hereto, LICENSOR agrees that LICENSEE shall have the exclusive right to use the equipment shelter portion of the Premises.*

2. **Pre-Installation Testing/Installation.** A. *Subject to the consent of LICENSOR, LICENSEE shall have the right at any time following the Agreement Date to enter upon the Premises for the purpose of making appropriate engineering surveys, inspections, and other reasonably necessary tests and constructing the Equipment.* B. *LICENSEE shall be responsible for obtaining all permits, licenses and other approvals required by any municipal, county, state or Federal governmental or regulatory body or agency, including a license issued by the Federal Communications Commission ("FCC"), for the installation and operation of its Equipment at the Premises. LICENSOR agrees to cooperate with LICENSEE, at LICENSEE's expense, in making application for and obtaining all such permits, licenses and other approvals Before commencing said installation, LICENSEE shall seek AAT's and LICENSOR's approval of LICENSEE's plans and specifications. LICENSOR and AAT shall not unreasonably withhold their approval of said plans and shall use best efforts to respond within 20 business days after LICENSEE'S submission of such plans and specifications. The location at which the Equipment shall be installed shall be determined jointly by AAT LICENSOR and LICENSEE, with consideration of LICENSEE's needs; once determined, such location shall be described and/or depicted on Exhibit "C" attached hereto. The Equipment shall be installed in accordance with AAT's technical standards as set forth on Exhibit "D" and principles of good workmanship. LICENSEE shall notify LICENSOR at least 48 hours prior to the commencement of installation of the Equipment.*

3. **Interference.** A. *LICENSEE represents and warrants that the Equipment shall not (i) cause interference to the electronic equipment and/or television or radio reception of LICENSOR and residents/tenants of the Premises' Owner, (ii)*

cause interference to the communications equipment of other users of the Premises existing as of the date of installation of LICENSEE's Equipment or (iii) create a nuisance at or upon the Premises. LICENSEE shall cooperate with AAT and LICENSOR to the extent reasonably necessary to determine the source of any interference believed to be emanating from systems operating at the Premises. If LICENSEE's Equipment is determined to be the cause of any such interference, and such interference cannot be eliminated within 48 hours after receipt of notice thereof from AAT or LICENSOR, LICENSEE shall discontinue use of the Equipment (except for intermittent operation for the purpose of testing following any remedial measures) until the interference is eliminated.

B. *Subsequent to the installation of the Equipment, LICENSOR shall not permit itself, its lessees or licensees to install new equipment on the Premises if such equipment is likely to cause interference with LICENSEE's Equipment In the event any such interference occurs to LICENSEE's Equipment, AAT and LICENSOR agree to take all action necessary to eliminate such interference within 72 hours after receipt of notice thereof from LICENSEE. In the event such interference is not timely eliminated, LICENSOR shall immediately require (including, without limitation, terminating the agreement of such interfering party and/or turning off the power to such equipment, provided that such remedies are available within the agreement between LICENSOR and such interfering party) the interfering party to discontinue use of the equipment (except for intermittent operation for the purpose of testing following any remedial measures) until the interference is eliminated. LICENSOR represents that the agreements executed by and between LICENSOR and future users of the Premises shall include, and LICENSOR shall enforce, language substantially similar to the foregoing.*

4. **Access.** *LICENSEE and its employees, agents and contractors shall have access to the Premises during the hours of 9 A.M. and 5 P.M., Monday through Friday, only for the purposes of installing, operating, maintaining, repairing and removing the Equipment. In the event of emergency or equipment malfunction, access shall be granted at any time, subject to the security, safety and identification procedures of LICENSOR as set forth in Exhibit "E" attached hereto.*

5. **Term.** A. *This Agreement shall become effective upon the commencement of installation of the Equipment or March 1, 2002, whichever first occurs ("**Commencement Date**") and shall continue in effect for a term of five (5) years, unless terminated prior to the expiration of said term in accordance with the provisions of Paragraph 18.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) this Agreement has not expired or been terminated, and (iii) LICENSEE has not notified LICENSOR at least 180 days prior to the expiration of the then-current term of its election not to renew the term, this Agreement shall automatically be renewed under the same terms and conditions for four additional five-year terms, subject to the increase in the license fee provided in Paragraph 6 hereof.*

C. *LICENSEE shall have no right to hold over at the Premises beyond the expiration of this Agreement. In the event of a holdover tenancy, LICENSEE shall be liable for a holder fee in an amount equal to 150% of the then current license fee paid at the time of the termination or expiration of this Agreement for each month LICENSEE holds over.*

6. **License Fee.** *As compensation for the rights granted hereunder, LICENSEE shall pay to LICENSOR an annual license fee of Eighteen Thousand Dollars ($18,000.00) for the first year of the term, payable in monthly installments of one-twelfth each, beginning on the Commencement Date. All license fee payments due hereunder shall be paid in advance and shall be due on or before the first day of each month. In the event the Commencement Date is other than the first day of the month, the license fee for the first and last months of the term hereof shall be apportioned accordingly. At each anniversary of the Commencement Date, during the initial term and any renewal terms, the annual license fee payable by LICENSEE shall automatically increase by four percent (4%).*

7. **Responsibility for Equipment/Waiver of Lien.** A. *The Equipment shall remain the personal property of LICENSEE, and LICENSEE agrees that neither LICENSOR nor AAT shall have any responsibility for the care and protection thereof. LICENSEE shall mark all of its Equipment (including but not being limited to antennas, cables and equipment cabinets) with weatherproof tags or plates identifying LICENSEE as the owner and/or operator thereof and shall keep, operate and*

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maintain said Equipment in a safe condition and in good repair.

B. *LICENSOR waives any lien rights it may have concerning the Equipment which is deemed LICENSEE's personal property and not fixtures, and LICENSEE has the right to remove the same as provided in Section 4 of this Agreement without LICENSOR's consent, provided, however, that LICENSEE shall remain liable for the license fee due and payable hereunder.*

C. *LICENSOR acknowledges that LICENSEE has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, LICENSOR (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any license fee due or to become due and that such Collateral may be removed as provided in Section 4 of this Agreement without recourse to legal proceedings provided, however, such removal shall not relieve LICENSEE of any liabilities hereunder.*

8. **Electrical**. A. *LICENSEE will, at its sole cost and expense, arrange and pay for separately metered electrical power to LICENSEE's Equipment. In the event LICENSEE is unable to obtain separately metered electrical service from the local utility company, LICENSEE shall use the existing electrical circuits at the Premises. In the event any increase in the capacity or modification thereof is required for the operation of the Equipment, LICENSEE shall, subject to the consent of LICENSOR, perform such modifications at its sole cost and expense.*

B. *LICENSEE shall have the right to install a submeter to measure the electricity consumed by the Equipment and shall, on a monthly basis, compensate LICENSOR at the rate charged by the serving utility company for the cost of same. In the event LICENSEE does not exercise the foregoing right, LICENSOR shall compute or meter such consumption by the Equipment and bill LICENSEE for the cost of same. LICENSOR shall, upon request of LICENSEE, provide LICENSEE with reasonable supporting documentation establishing the basis for such billing.*

C. *Subject to the approval of the LICENSOR and to LICENSEE'S compliance with all applicable law and regulations, LICENSEE shall have the additional right to install, for LICENSEE's exclusive use, (i) a battery backup, and (ii) a plug to connect an external power source to be connected in the event that power is, or will be, out for one hour or more and (iii) an emergency generator. In the event that LICENSEE elects to connect an emergency generator, both parties hereby agree that the emergency generator shall not be placed on the rooftop but shall remain on the ground provided that LICENSEE shall have access to and exclusive use of the generator receptacle and is hereby grants all necessary rights related thereto (including, but not limited to, the right to place and maintain the mobile generator adjacent to the generator receptacle).*

9. **Compliance with Laws**. *The Equipment shall, at all times during the initial term and any renewals, be installed, operated and maintained by LICENSEE in accordance with all laws, codes, rules, regulations, orders and requirements of all local, county, state and Federal governmental and regulatory bodies and agencies, including, but not being limited to, all rules, regulations and orders of the FCC and the Occupational Safety & Health Administration ("OSHA"). Within 10 days after the Commencement Date, LICENSEE shall provide AAT or LICENSOR with a copy of the license issued by the FCC for the Equipment. In addition, LICENSEE shall post a copy of said FCC license at the Premises, in the location designated by AAT or LICENSOR.*

10. **RF Emissions**. A. *LICENSEE shall be responsible for ensuring that the Equipment does not cause radiofrequency ("**RF**") emissions which are in excess of the safe limits established by the FCC (the "**RF Standards**"). Before installing the Equipment, LICENSEE shall survey the existing RF environment at the Premises. By installing the Equipment, LICENSEE shall be deemed to have represented to LICENSOR that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Premises as of the Commencement date cause to be violated, the RF Standards.*

B. *LICENSEE shall cooperate with LICENSOR in reducing RF exposure to maintenance personnel by powering down the Equipment, as necessary, during periods of maintenance at the Premises. LICENSOR and/or AAT shall provide LICENSEE with as much advance notice of any such maintenance as is reasonably available.*

Except in the event of (i) an emergency or (ii) maintenance by LICENSOR, LICENSOR and AAT agree to use best efforts to schedule such powering down only at such times and for such periods as reasonably acceptable to LICENSEE.

11. **Environmental.** A. *LICENSOR represents that neither LICENSOR nor, to LICENSOR's knowledge, any third party has used, generated, stored, treated or disposed of, or permitted the use, generation, storage, treatment or disposal of, any Hazardous Materials on, in, under or about the Premises in violation of any law or regulation.*
B. *LICENSEE shall not bring, use, generate, store, treat or dispose of any Hazardous Materials on, in, under or about the Premises in violation of any law or regulation.*
C. *LICENSOR shall not, and shall not permit any third party under its control to bring, use, generate, store, treat or dispose of any Hazardous Material on, in, under, or about the Premises in violation of any law or regulation.*
D. *As used herein, "Hazardous Materials" shall mean any material, waste or substance defined as hazardous, toxic or dangerous in any applicable local, county, state or Federal law or regulation.*

12. **Insurance.** A. *At all times during the initial term and any renewal terms, LICENSEE shall carry insurance protecting itself, and naming LICENSOR and AAT as additional insureds (except for any act, omission or negligence of LICENSOR and/or AAT and/or the lessees, licensees, employees, agents and contractors of either) against all claims, demands, judgments, liabilities and losses which may be made against or suffered by them as a result of (i) LICENSEE's use of the Premises, (ii) the installation, operation or presence of the Equipment at the Premises, or (iii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises.*
B. *The insurance required to be obtained and maintained by LICENSEE shall be as follows:*

- All Risk property insurance in the amount of the Equipment's replacement cost;
- Comprehensive general liability insurance: $1 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;
- Automobile liability insurance in the amount of $1 million; and
- Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.

C. *Within 10 days after full execution of this Agreement and on each anniversary of the Commencement Date during the initial term and any renewal terms, LICENSEE shall provide LICENSOR and AAT with current certificates of insurance, evidencing that LICENSEE has obtained the requisite coverages in the mandated amounts, that LICENSOR and AAT are named as additional insureds thereunder, and that such policies cannot be cancelled or amended without at least 30 days' prior notice to LICENSOR and AAT.*

13. **Hold Harmless.** A. *LICENSEE shall indemnify and hold LICENSOR and AAT harmless from and against all losses, damages, fines, penalties, claims, costs, expenses and liabilities (including costs of defense and reasonable attorneys' fees but expressly excluding any and all of the foregoing which result from the negligence or willful misconduct of LICENSOR or AAT which are suffered by, levied upon or brought against either (or the employees, agents or contractors of either) as a result of (i) the performance of any surveys, inspections and testing by LICENSEE pursuant to the provisions of Part A of Paragraph 2 of this Agreement; (ii) the installation, operation, presence, use, maintenance or removal of the Equipment at the Premises; (iii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises; (iv) any interference in violation of the provisions of Part A of Paragraph 3 which is caused by the Equipment; (v) any exposure to RF emissions originating, in whole or in part, from the operation of the Equipment in violation of the provisions of Paragraph 10; or (vi) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSEE or any employee, agent or contractor of LICENSEE.*
B. *LICENSOR and AAT shall indemnify and hold LICENSEE harmless from and against all losses, damages, fines, penalties, claims, costs, expenses and liabilities (including costs of defense and reasonable attorneys' fees but expressly excluding any and all of the foregoing which result from the negligence or willful misconduct of LICENSEE) which are suffered by, levied upon or brought against LICENSEE (or its employees, agents or contractors) as a result of (i) the installation, operation, presence,*

use, maintenance or removal of any equipment (other than LICENSEE's Equipment) at the Premises; (ii) any act, omission or negligence of LICENSOR, AAT or their employees, agents or contractors while on or in the vicinity of the Premises; (iii) any interference in violation of the provisions of Part B of Paragraph 3 which is caused to the Equipment; (iv) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSOR or any employee, agent or contractor of LICENSOR; (v) the breach by LICENSOR of any warranty of LICENSOR as set forth in Paragraph 22 or (vi) the failure of the Premises to be in compliance with the marking and lighting requirements as set forth in Paragraph 23 hereof. It is understood and agreed that LICENSOR's indemnification obligations with respect to claims made by LICENSEE under provision (i) of this Part B shall not include liability for consequential damages.

C. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

14. **Removal of Equipment.** *Within a period of 20 days following the expiration or termination of this Agreement, LICENSEE shall (i) remove the Equipment and all cables, components and other property of LICENSEE from the Premises, (ii) repair any damage to the Premises caused by such removal and (iii) restore those portions of the Premises upon and/or within which the Equipment was located to the condition which existed as of the Commencement Date, reasonable wear and tear excepted. Any equipment, cabling, components or other property of LICENSEE remaining on the Premises after the expiration of the aforestated period may be removed and stored by LICENSOR. Should LICENSEE fail to commence to repair any damage to the Premises or to restore the Premises to the original condition within the aforestated period, LICENSOR may, at its option, have such repair and/or restoration performed, and LICENSEE shall reimburse LICENSOR for all reasonable expenses incurred by LICENSOR. In the event that LICENSEE has failed to reclaim said property within 90 days after the expiration of the aforestated 20-day period, LICENSOR may, upon an additional 30 days prior written notice to LICENSEE (and opportunity to reclaim the same, subject, however, to reimbursement of LICENSOR's expenses in connection with the removal and storage thereof) deem such property to have been abandoned and may dispose of the same as LICENSOR sees fit. LICENSEE shall reimburse LICENSOR for all expenses incurred by LICENSOR in removing and storing, and, if in accordance with the provisions of this Paragraph, disposing of any such property of LICENSEE and, despite such removal, LICENSEE shall be responsible for 100% of the license fee due and payable hereunder until the property is removed by LICENSEE or disposed of by LICENSOR in accordance with the provisions of this Paragraph.*

15. **Casualty.** *In the event fire or other calamity ("**Casualty**") causes a total destruction of the Premises, this Agreement shall automatically terminate as of the date of such Casualty. In the event of Casualty causing damage to the Premises comprising less than a total destruction thereof, LICENSEE may, if the Premises are not restored to a condition which permits for the operation of the Equipment thereupon within 90 days from the date of Casualty, install a temporary cell on wheels ("**COW**"), subject to the approval of LICENSOR. In the event that either (i) a COW is not permitted or (ii) the Premises are not restored to a condition which permits for the operation of the Equipment thereupon within 90 days from the date of Casualty, LICENSEE may terminate this Agreement. The license fee payable by LICENSEE hereunder shall either, to the extent applicable, be reduced in proportion to LICENSEE's reduction in usage of the Premises and/or provision of services therefrom as a result of such Casualty or, where there is a total cessation of LICENSEE's operations, be abated for such period of time as LICENSEE is unable to use the Premises (including via a COW) to the full extent anticipated herein as a result of any Casualty.*

16. **Condemnation.** *If the Premises or any portion thereof is condemned or subjected to a taking by any governmental authority with the power of eminent domain, this Agreement shall terminate as of the date upon which LICENSEE is required to remove its Equipment from the Premises. LICENSEE shall be entitled to seek its own award from the condemning authority only to the extent such award does not result in a diminution of the awards payable to LICENSOR and AAT, except if such awards include the value of LICENSEE'S Equipment and/or moving expenses.*

17. **Default.** *The occurrence of the following events shall constitute an event of default hereunder:*

*(i) the failure of either party to comply with any of the provisions of this Agreement or to faithfully and timely perform all of the duties and obligations of such party hereunder (a "**Non-Monetary Default**"); or*

*(ii) the failure of LICENSEE to pay, when due, the license fee or any other amounts owed LICENSOR hereunder (a "**Monetary Default**").*

18. **Termination.** A. *This Agreement may be terminated under the following circumstances:*

(i) upon receipt of written notice from the non-defaulting party, in the event of a Non-Monetary Default which the party in default has failed to cure within 25 days of receipt of notice from the non-defaulting party of the existence of said default;

(ii) upon receipt of written notice from LICENSOR or AAT upon LICENSEE's failure to make full payment of any amounts owed hereunder within 15 days of LICENSEE's receipt of notice from LICENSOR declaring LICENSEE to be in Monetary Default;

(iii) upon receipt of written notice from either party, if LICENSEE is unable to eliminate any interference caused by its Equipment within a period of 20 days following LICENSEE's receipt of notice from LICENSOR or AAT of the existence of such interference in accordance with the terms of Paragraph 3. hereof;

(iv) upon receipt of written notice from LICENSOR or AAT, in the event the Equipment is determined to be the source of RF emissions in violation of the provisions of Part A of Paragraph 10 above and LICENSEE has failed to minimize such RF emissions to a degree in compliance with the RF Standards within the earlier of 72 hours after prior written notice or the time limit established by the FCC, LICENSEE shall, upon receipt of notice from LICENSOR and/or AAT of said violation, discontinue use of the Equipment (except for intermittent testing) until the Equipment is in compliance with the RF Standards.;

(v) upon receipt of written notice from LICENSEE, in the event of interference to the Equipment caused by the equipment of any other party, whether on the Premises or elsewhere, which is not minimized to an acceptable degree within 20 days following LICENSOR's receipt of notice from LICENSEE of the existence of such interference;

(vi) by LICENSEE, upon 10 days' notice to LICENSOR, in the event the transmission or reception paths to the Equipment are interfered with or obstructed by other equipment or systems serving the Premises or by buildings or other structures which are constructed in the surrounding area after the date of this Agreement;

(vii) upon receipt of written notice from LICENSEE, if LICENSOR and/or AAT (a) do not approve of LICENSEE'S plans and specifications pursuant to the provisions of Part B of Paragraph 2, or (b) do not reach an agreement, acceptable to LICENSEE in its sole discretion, regarding the location at which the Equipment shall be installed by LICENSEE, or (c) do not consent to any increase and/or modification of the existing electrical circuits at the Premises as set forth in Paragraph 8 hereof within 30 days of the date LICENSOR is in receipt of LICENSEE's request therefor;

(viii) upon receipt of written notice from LICENSEE, in the event any license, permit or other governmental approval required for the installation or operation of the Equipment is withheld, revoked or withdrawn, other than as a result of LICENSEE's acts or negligence;

(ix) by LICENSEE, for any reason or no reason, provided LICENSEE delivers notice of such early termination no less than 30 days prior to the Commencement Date;,

(x) upon receipt of written notice from LICENSEE together with liquidated damages equal to 6 monthly installments of the license fee payable hereunder, for technological reasons not existing as of the Commencement Date and not otherwise addressed in this Paragraph 18, provided, however, that LICENSEE shall not be obligated to remit the aforereferenced liquidated damages if the technological reasons providing grounds for termination hereunder are the result of the acts or negligence of LICENSOR and/or Premises' Owner; or

(xi) upon receipt of written notice from LICENSEE, in the event LICENSEE is cited because the Premises is not in compliance with marking and lighting requirements as set forth in Paragraph 23 hereof.

B. *In the event of a Non-Monetary Default by either party hereunder which is subject to cure but cannot reasonably be cured within the time period set forth in section (i) of Part A of this Paragraph 18, the time for curing such default shall be extended for such period of time as may be reasonably necessary to complete such curing, provided the party in default proceeded*

promptly to cure same and thereafter diligently pursues such curing to completion and further provided that such additional time for curing does not materially interfere with the non-defaulting party's use of the Premises and/or rights set forth in this Agreement.

C. *Following the effective date of termination of this Agreement in accordance with any of the foregoing, neither party shall have any further obligation or liability hereunder, other than as may be specifically set forth herein.*

D. *In the event of termination pursuant to section (vii) of Part A of this Paragraph 18, any and all license fee payments made by LICENSEE pursuant to this Agreement shall be refunded to LICENSEE.*

19. **Contractors.** A. *Any and all contractors hired by LICENSEE to install the Equipment or perform any other work (except for maintenance and/or servicing of the Equipment) at the Premises ("**Licensee's Contractors**") shall be subject to the approval of LICENSOR or AAT. Such approval shall not be unreasonably withheld or delayed, subject, however, to any requirements of LICENSOR with respect to access to the Premises during the performance of such installation and/or other work.*

B. *Each of Licensee's Contractors shall be required to obtain insurance protecting itself, LICENSEE, LICENSOR and AAT against any and all claims, losses, damages or costs which may arise out of or result, directly or indirectly, from (i) the activities of said Licensee's Contractor at the Premises or (ii) the acts or negligence of said Licensee's Contractor or its employees. The insurance required to be obtained and maintained by each of Licensee's Contractors shall be as follows:*

- Comprehensive general liability insurance: $1 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;
- Automobile liability insurance in the amount of $1 million; and
- Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.

Prior to commencing work at the Premises, each of Licensee's Contractors shall provide AAT or LICENSOR with current certificates of insurance, evidencing that it has obtained the requisite coverages in the mandated amounts; that LICENSEE, LICENSOR and AAT are named as additional insureds thereunder; and that such policies cannot be cancelled or amended without at least 10 days' prior notice to the parties named thereunder as additional insureds.

C. *Notwithstanding the foregoing, LICENSEE agrees to accept all responsibility and liability for all actions of Licensee's Contractors and to indemnify and hold LICENSOR and AAT harmless from and against any and all claims, losses, damages or costs for which LICENSOR and AAT are not fully reimbursed pursuant to Part B of this Paragraph 19.*

20. **Assignment.** A. *LICENSOR may assign its interest in this Agreement to any third party, subject to the assignee assuming all of LICENSOR's obligations herein, provided that LICENSOR gives LICENSEE written notice of any such assignment at least 10 days prior to the effective date thereof.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) that LICENSEE gives written notice of its assignment (either prior to or within a reasonable time, not to exceed 15 days, after the effective date thereof) and (iii) the assignee agrees to assume all of LICENSEE's obligations hereunder (including those due and owing as of the effective date of assignment), LICENSEE shall have the right to assign its interest in this Agreement to any parent, subsidiary or affiliate of LICENSEE or its parent company; any entity with which or into which LICENSEE is merged or consolidated; or to any successor in interest or entity which acquires 51% or more of LICENSEE's stock or assets. Notwithstanding anything to the contrary contained in this Agreement, LICENSEE may, without consent and without any other condition precedent or subsequent (as may otherwise be applicable to an assignment of this Agreement), assign, mortgage, pledge, hypothecate or otherwise transfer its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom LICENSEE (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof, provided that such financing entity shall not assume LICENSEE's rights under this Agreement unless and until LICENSEE provides LICENSOR with prior written notification of the name and address of said party. In the event that any such financing entity elects to assume all of LICENSEE'S rights under the Agreement, such assignee shall also*

assume all of LICENSEE's obligations hereunder.

C. *Any assignment hereof by LICENSEE other than pursuant to the terms of Part B of this Paragraph 20 shall be subject to the written approval of LICENSOR. Any request for such approval shall be made in writing, at least 45 days in advance of the effective date of assignment, and shall include the net worth of the assignee as of the last day of the most recent quarter of said assignee's business year. LICENSOR shall not unreasonably withhold such approval, subject, however, to the assignee's agreement to accept all obligations of LICENSEE hereunder (including those due and owing as of the effective date of assignment).*

D. *LICENSEE shall not sublicense all or any part of its rights or obligations hereunder.*

21. **Controversies.** A. *Except for any uncontested termination pursuant to Paragraphs 17 and 18 hereof and/or any claim for injunctive relief, and in the event the amount in controversy or claimed as damages is less than $25,000, all controversies with respect to this Agreement or the rights, duties or obligations of the parties hereunder shall be settled by arbitration conducted by one arbitrator of the American Arbitration Association (the "AAA") in the County in which the Premises is located under the Rules of Commercial Arbitration (the "Rules") as they exist at the time demand is made therefor. The cost of said arbitration and all fees associated therewith shall be paid in accordance with the Rules.*

B. *In the event the amount in controversy or claimed as damages is equal to or greater than $25,000, the party making demand for same shall have the option of either making demand for arbitration in accordance with the provisions of Part A of this Paragraph 21 except that the arbitration shall be before a panel of three arbitrators, or seeking relief from an appropriate court having jurisdiction over the subject matter and parties. In the event that such party selects arbitration, two of the arbitrators shall be chosen in the following manner: one by each of the parties. The third arbitrator shall be selected by the two arbitrators chosen by the parties. If, within fifteen (15) days from the date of the selection of the first two arbitrators, the two arbitrators are unable to agree on the selection of the third arbitrator, the third arbitrator shall be selected by the AAA. The third arbitrator, who shall be the chair of the panel of arbitrators, shall be experienced in the matters similar to the matter in dispute and shall be experienced in conducting hearings*

C. *All arbitration proceedings conducted in accordance herewith shall be held in accordance with the laws of the State in which the Premises is located and the arbitrators shall be bound by the law and settled principles of equity in such State. If any action at law or equity is necessary (i) to enforce the terms of this Paragraph 21 (including, without limitation, collection of any sums awarded by the arbitrator(s)), (ii) to enforce any equitable rights (i.e. injunction) which may be available hereunder, or (iii) to enforce any other term under this Agreement, where the other party has expressly refused to submit to arbitration in breach of the provisions of this Paragraph and thereby waived any right to arbitration, then the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which the prevailing party may be entitled.*

22. **Warranty of Title and Quiet Enjoyment.** *LICENSOR warrants that: (i) LICENSOR owns the Premises and has rights of access thereto and LICENSOR has full right to make and perform this Agreement; and (ii) LICENSOR covenants and agrees with LICENSEE that upon LICENSEE paying the license fee and observing and performing all the terms, covenants and conditions on LICENSEE's part to be observed and performed, LICENSEE may peacefully and quietly enjoy the use of the Premises as granted hereunder.*

23. **Marking and Lighting Requirements.** *LICENSOR agrees that it and/or AAT, and not LICENSEE, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should LICENSEE be cited because the Premises is not in compliance, and should LICENSOR fail to cure the conditions of noncompliance, LICENSEE may proceed to cure the conditions of noncompliance at LICENSOR's expense, which amounts may be deducted from the monthly license fee.*

24. **Miscellaneous.** A. *This Agreement, including the exhibits attached hereto, represents the entire understanding of the parties with respect to the subject matter hereof. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.*

B. *Any provision of this Agreement which is deemed to be invalid by any governmental or judicial body having authority hereover shall be considered deleted herefrom. Such determination shall not serve to invalidate the remaining provisions of this Agreement.*

C. *This Agreement shall extend to, inure to the benefit of and bind the heirs, successors and permitted assigns of the parties.*

D. *LICENSOR agrees that, unless LICENSOR has the right to record the Underlying Agreement, a Memorandum of Agreement in the form annexed hereto as Exhibit "F" shall not be recorded by LICENSEE in the Official Records of the County in which the Premises is located.*

E. *In the event the Premises is encumbered by a mortgage or deed of trust, LICENSOR agrees to use all reasonable efforts to obtain and furnish to LICENSEE a non-disturbance and attornment instrument for each such mortgage or deed of trust. In the event a nondisturbance and attornment instrument is obtained, LICENSEE shall be subordinate to any such mortgage or deed of trust.*

F. *This Agreement shall be construed, interpreted and governed under and in accordance with the laws of the State in which the Premises is located. Except as authorized by AAT or LICENSOR, with respect as otherwise permitted herein, LICENSEE agrees that it shall not contact or discuss the subject matter of this Agreement with LICENSOR but shall instead, in each other instance, contact AAT as LICENSOR's managing agent.*

G. *All notices and payments sent with respect to this Agreement shall be in writing and delivered to the other party via certified mail, return receipt requested, or national overnight delivery service. Notices shall be deemed to have been delivered upon the actual, verifiable date of receipt or refusal of delivery thereof by the recipient party. The current addresses of the parties to which such notices should be sent are as follows:*

LICENSOR:	Atrium-SCE, LLC 4080 Cavitt Stallman Road, Suite 200 Granite Bay, California 95746
With a copy to:	Ronald N. Baumgarten 12304 Santa Monica Blvd, 3rd Floor Los Angeles. CA 90025
With a copy to:	AAT Communications Corp. 517 Route One South Iselin, New Jersey 08830 Attn: Contract Administration
LICENSEE:	Nextel of California, Inc. d/b/a Nextel Communications 310 Commerce Drive Irvine, California 92602 Attn: Property Manager
with a copy to:	Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191-3436 Attn.: Legal Dept. Contracts Mgr.

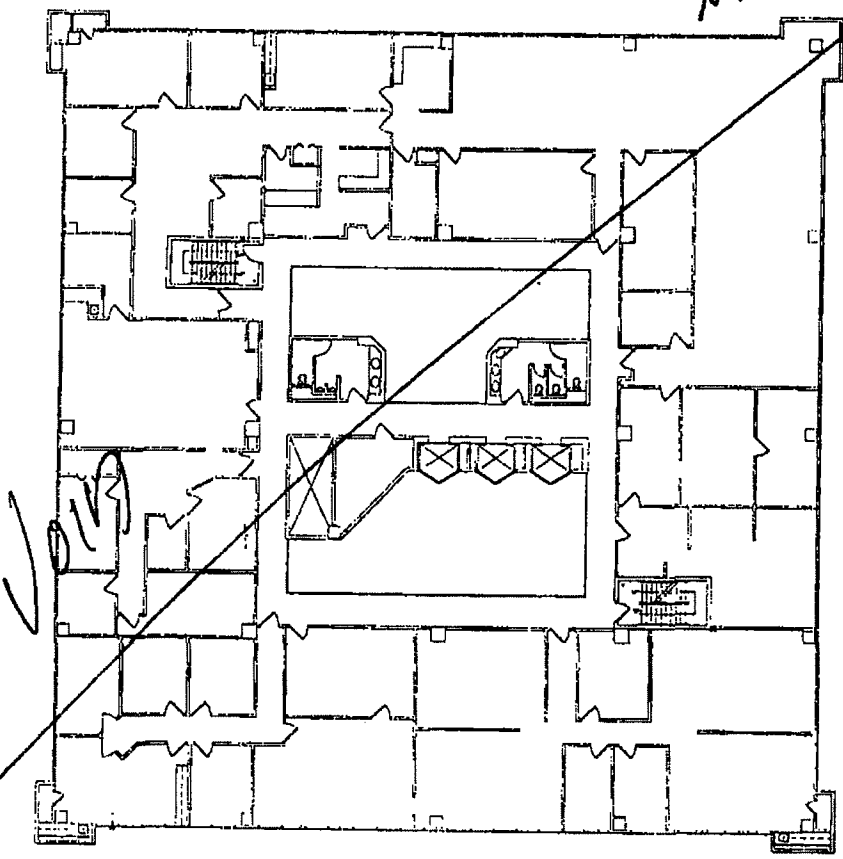
Each of the parties may change its address as set forth above by delivering to the other written notice of such change in accordance with the foregoing.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms of this Agreement as of the Agreement Date.

Accepted by: LICENSOR	Accepted by: LICENSEE
ATRIUM-SCE, LLC	NEXTEL OF CALIFORNIA, INC.
By:	By:
Name: ~~MANAGING M~~ BRETT BRUCKNER	Name:
Title: MANAGING MEMBER	Title:
Date: 12/6/01	Date:
Attest:	Attest:
Print Name:	Print Name: Yesenia Hernandez

EXHIBIT "A"

Premises



SIXTH FLOOR
SCALE: 1/8" = 1'-0"

ATRIUM BUSINESS TOWER
333 RANCHO ROAD
LAS VEGAS, NEVADA

FIRST CITY CORPORATION
FEBRUARY 9, 2001

N

INITIALS

EXHIBIT "B"

Licensee's Equipment

Call Sign: WPEE791

Antennas:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE	OPERATING FREQ.
12 TX/RX	Decibel Panels	DB84490H	48"	851 – 865 TX MHz 806 – 820 RX MHz

Transmit/Receive Antenna Cables:

Quantity: 12
Diameter: 7/8"
Length: _____

Base Station:

Make: _____
Model No.: _____
Dimensions: _____ h _____ w _____ d
Power Output: _____ watts
Operating Frequency: _____ MHz
Power Requirement: _____ v _____ amps / Duty Cycle: _____

Licensee's Equipment will be located in a Licensee provided equipment shelter measuring 25' x 12' to occupy floor space of no more than three hundred square feet.

Effective Radiated Power of Licensee's Equipment: 30 watts

INITIALS

EXHIBIT "C"

Location of Licensee's Equipment

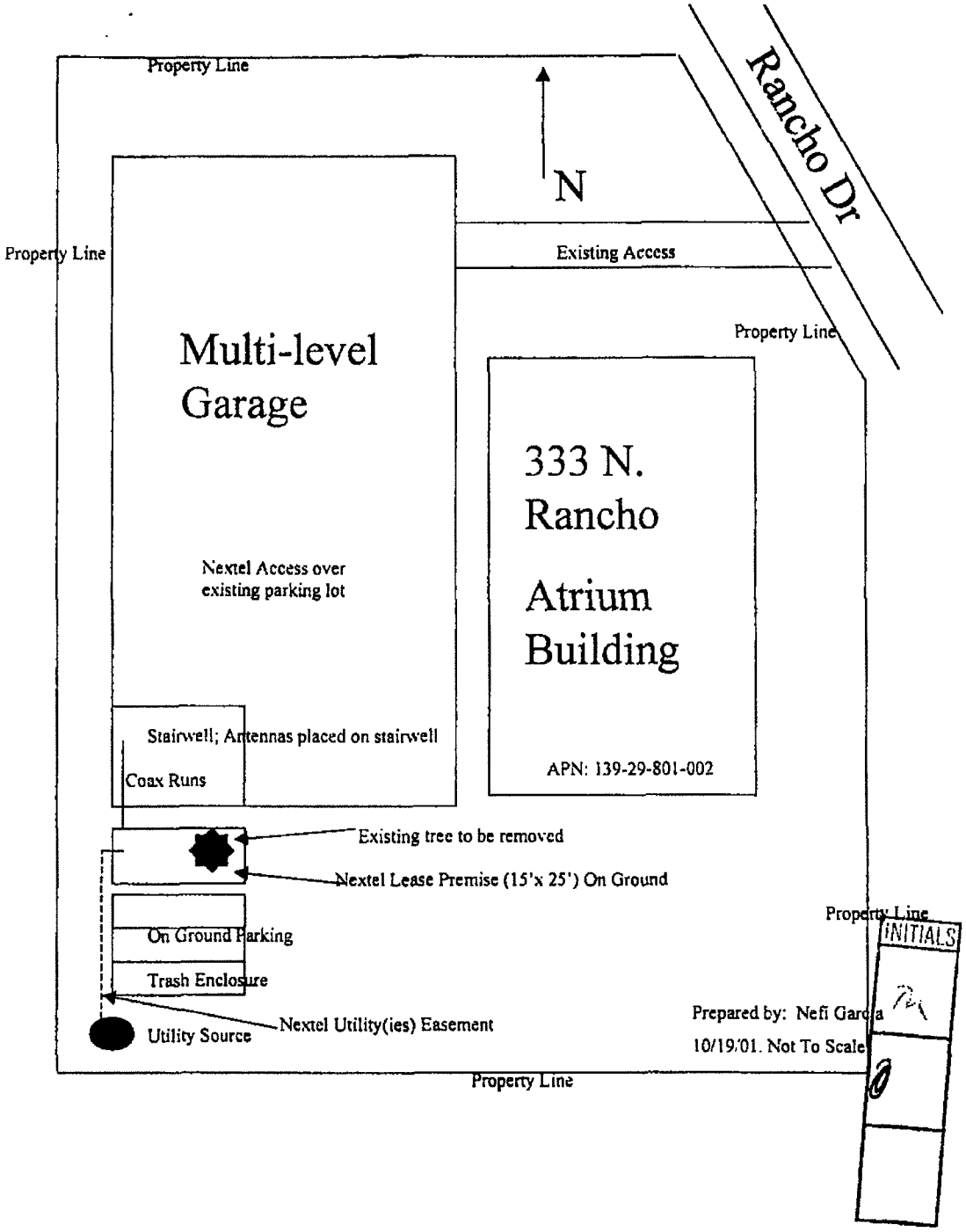


EXHIBIT "D"

Technical Standards

I. General
1) All installation crews must have in their possession an installation diagram issued to them by AAT prior to work beginning.

The following will not be permitted without the written consent of AAT:
1) Any equipment without FCC type acceptance.
2) Change in operating frequencies.
3) Open rack mounted receivers and transmitters.
4) Relocation of equipment after installation.

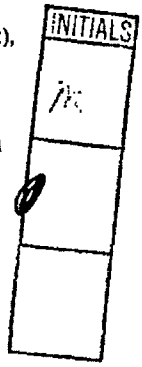
II. Radio Frequency Interference Protective Devices
1) 30-76 MHz
   Isolators-minimum of 30dB
   TX cavity-minimum of 20dB rejection at ± 1MHz
2. 130-174 MHz
   Single Stage Isolators-minimum of 30dB
   TX cavity-minimum of 25dB rejection at ± 1MHz
3. 406-512 MHz
   Single Stage Isolators-minimum of 30dB
   TX cavity-minimum of 25dB rejection at ± 1 MHz
4. 800-1000 MHz
   Single Stage Isolators-minimum 30dB
   TX cavity-minimum of 20dB rejection at ± 5 MHz

*** Harmonic Filters are also required with single or dual stage isolators.**

III. Antenna and mounts must be:
1) Mounted only on approved side arms or other specified mount and only one per mount unless authorized by AAT.
2) All mounting hardware must be hot dipped galvanized or non-corroding metal.
3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
4) Grounded at (1) tower mount (2) base of tower and (3) cable port entry.
5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Scotchcoated (including pigtails).
6) Antennas with corroded or oxidized elements must be repaired or replaced.
7) Unless otherwise authorized by AAT Communications, all antennas must be enclosed in fiberglass radomes.
8) Mounting pipes must be cut such that they do not extend into the antenna radiating element.
9) Any rusted, corroded or damaged hardware must be replaced.

IV. Tower
1) No welding or drilling of any Tower members will be permitted.

V. Cable
1) All antenna lines to be jacketed heliax or (equivalent), ½" or greater. Cable size must conform to agreement technical specifications.
2) No kinked or cracked cable.
3) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.
4) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
5) All used and unused lines must be tagged at both ends showing termination points.
6) Where no troughs or cable trays exist, all cable must be secured at not less than 3'intervals.
7) All transmission lines must be grounded immediately before making the bend under the waveguide bridge with professional grounding kits made specifically for this purpose.
8) All antenna cables must be secured to existing uni-strut or cable trays when provided, using metal clamps designed for 1-5/8", 1-1/4", 7/8" and ½"
9) Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.



VI. Connectors
1) Must have Teflon inserts, UHF or N type, including chassis/bulkhead connectors.

2) Must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

VII. Receivers
1) No RF pre-amps permitted in front end unless authorized in writing by AAT.
2) All chassis shields must be in place.

VIII. Transmitters
1) Must meet original manufacturer's specifications.
2) All chassis must be in place.
3) Must be tagged with Licensee's name, equipment model, serial number and operating frequencies.
4) All power amplifiers must be shielded.
5) Photocopy of FCC license must be enclosed in protective plastic cover and attached to front of transmitter cabinet.

IX. Cabinets
1) Must be grounded to building ground system.
2) All doors must be on and closed.
3) All unused holes larger than 1" must be covered with copper screen or solid metal plates.

X. Installation Procedures
1) Installation may take place only after AAT has approved of the date and time, and only during normal working hours, unless otherwise authorized in writing.
2) Licensee must fax an as-built sketch detailing actual location of equipment to AAT at 732-404-9360 promptly upon completion of installation.

XI. Miscellaneous
1) All installations must be maintained in a neat and professional manner.
2) Doors to equipment and antenna spaces shall be closed and locked at all times.
3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, maintenance, repair and removal.

EXHIBIT "E"

LICENSOR'S Security, Safety and Identification Procedures

- All AAT sites shall require notice to AAT Technical Services Department 24 hours in advance of required access.
- The AAT Access Coordinator can be contacted at (800) 724-8830, x242.
- The AAT Access Coordinator will notify the site ownership / management of the request and coordinate access to the equipment or antenna location as needed.
- All personnel requiring access to facilities shall be familiar with the FCC EMF Compliance regulations.

Emergency Access

- If the emergency requirement is during the normal business day (8:30 am – 5:00 pm), please contact the AAT Access Coordinator and identify the emergency. Access will then be arranged.
- If the emergency occurs after business hours (5:00 pm – 8:30 am), contact the AAT emergency after-hours mailbox at (800) 724-8830, x300, leave your name, telephone number, site location and a detailed message describing the emergency. The mailbox will page AAT's on-call representative who will coordinate the emergency access and notify you of any special conditions.

PLEASE NOTE:

It is required by AAT Communications that ALL carriers and contractors provide a current Certificate of Insurance to AAT showing both liability and worker's compensation insurance with amounts equaling or exceeding the limits stated in the agreement. It will also be required, upon request, to provide a Certificate of Insurance naming the site ownership / management and AAT as the Certificate Holder before access is granted to the site.

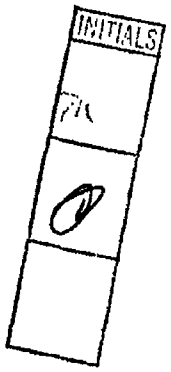


EXHIBIT "F"

Memorandum of Agreement

CLERK: Please return this document to:

Nextel of California, Inc.
d/b/a Nextel Communications
310 Commerce Drive
Irvine, California 92602
Attention: Property Manager

This Memorandum of Agreement is entered into on this 12/10/01, by and between Atrium-SCE, LLC, a California limited liability company having an office at 4080 Cavitt Stallman Road, Suite 200, Granite Bay, California (hereinafter referred to as "Licensor") and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications, with an office at 310 Commerce Drive, Irvine, California 92602 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered in to a License Agreement ("Agreement") on the 12/10/01 for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the installation of Licensee's Equipment or March 1, 2002, whichever is earlier, ("Commencement Date"), with four (4) successive five (5) year options to renew.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:

By: _____

Name: BRETT R. BAUMGARTEN

Title: MANAGING MEMBER

Date: 12/10/01

LICENSEE:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, *before me,* _____, *Notary Public, personally appeared,* _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval authorizing staff to submit a Joint Selection Concurrence Letter to the Clark County School District for a proposed Bureau of Land Management Recreation and Public Purpose Lease Application for approximately forty acres of land located north of Washburn Road, between the I-215 Beltway and Puli Drive, a portion of APN 126-36-201-002 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Southern Nevada Public Land Management Act provided for the orderly disposal of certain Federal Lands. Pursuant to the Act, an Interlocal Agreement was signed on April 16th, 2008, by Clark County, the City of Henderson, the City of North Las Vegas and the City of Las Vegas. The Interlocal provided that the Units of Local Government jointly develop a process to assist in the disposal of Federal Lands. This process includes that any lands being disposed of must be approved in the form of a concurrence letter by that unit of local government where subject property resides.

RECOMMENDATION:
Staff recommends approval and authorization of staff to execute any additional documents from the Bureau of Land Management necessary to complete the Joint Selection concurrence.

BACKUP DOCUMENTATION:
1. Concurrence Letter
2. Site Map

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

MAYOR PRO TEM
GARY REESE

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

CITY MANAGER
ELIZABETH N. FRETWELL

FIELD OPERATIONS DIRECTOR
LARRY HAUGSNESS

December 17, 2009

Ms. Linda K. Perri
Director II
Clark County School District
4212 Eucalyptus Annex
Las Vegas, NV 89121

RE: Request for Joint Selection for a Bus Yard
Portion of APN 126-36-201-002

Dear Ms. Perri:

The city of Las Vegas has received your request for a Joint Selection letter for the above parcel located north of Washburn Rd., between the I215 Beltway and Puli Dr., legally described as:

Mount Diablo Meridian, Nevada
T. 19 S., R. 59 E., sec. 36
SE1/4NW1/4
Containing approximately forty acres

Per the Southern Nevada Public Land Management Act, Section 4(b)(1), "the unit of local government in whose jurisdiction the lands are located may elect to obtain any such lands for local public purpose."

This correspondence jointly selects this parcel, as described above, for use by the Clark County School District as a Bus Yard in compliance with the joint selection provision contained in the Southern Nevada Public Lands Management Act.

If you have any questions or need additional information, please feel free to contact me at 702.229.1022.

Sincerely,

Robin Yoakum

Robin Yoakum, Administrator
Real Estate & Utilities

RY:rlr

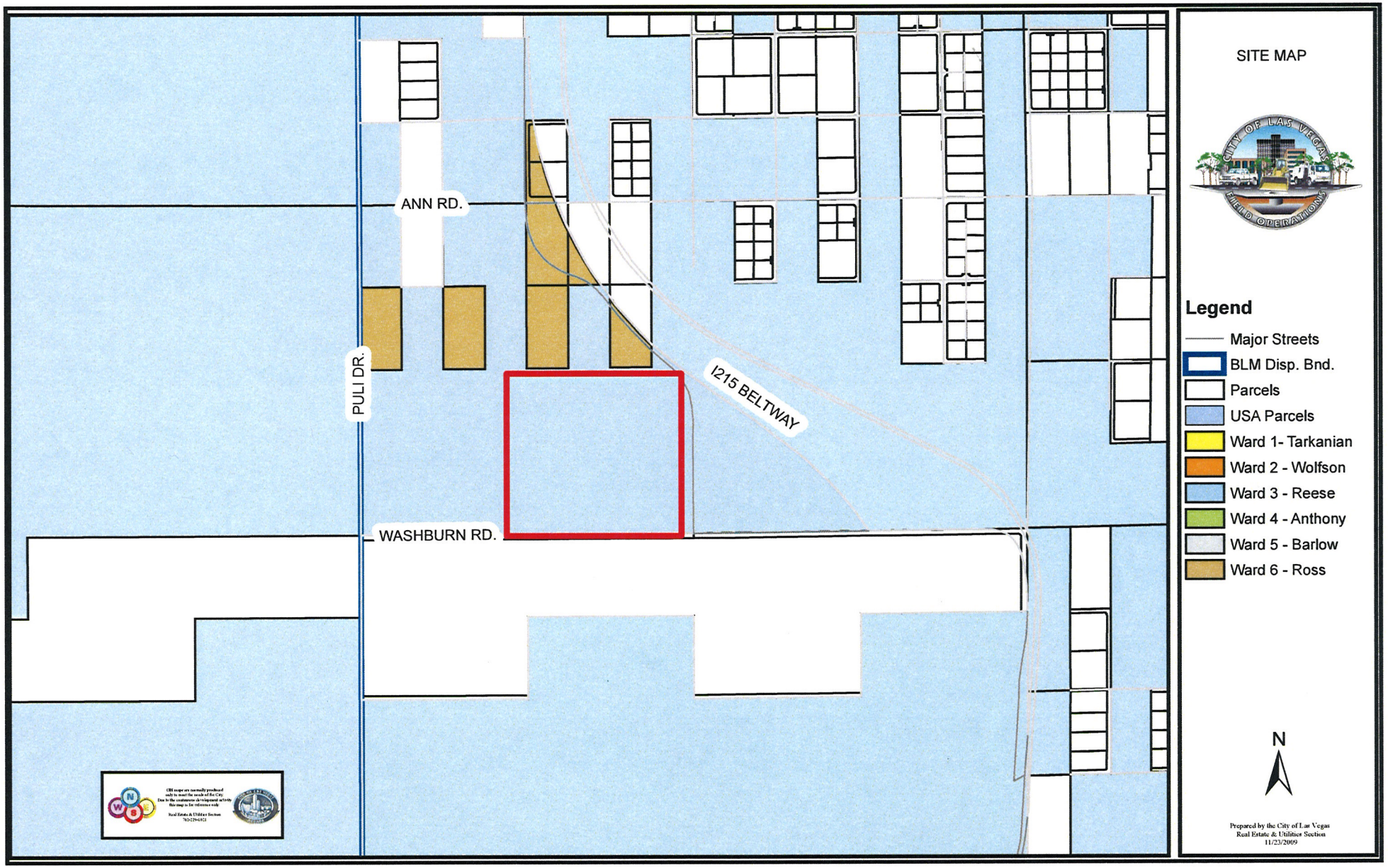
cc: Sheila Lambert, Council Liaison

DEPARTMENT OF FIELD OPERATIONS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.1030
FAX 702.382.0848
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

Joint Selection Request for Clark County School District
BLM R&PP Lease Application



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 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: $98,246,559.49
Funding Source: All Funds
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 11/16-11/30/09

City of Las Vegas

Summary of Cash Expenditures

For period of 11/16-30/09

Total Services & Materials Checks :	**$21,730,851.56**
Total Services & Materials EFT Payments :	**$2,496,279.22**
Total Wire Transfers:	**$66,681,377.53**
Total Payroll Checks:	**$7,338,051.18**
Grand Total:	**$98,246,559.49**

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

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On December 16, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Hillary Art Beauty Music Fashion, Location: 1104 South 3rd Street, Date: January 1, 2010, Type: Special Event Beer/Wine, Event: Grand Opening/First Friday, Responsible Person in Charge: Brenda Zicolillo - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 3:00 p.m. - 9:00 p.m. Estimated attendance is 50. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a new Wholesale General License subject to approval by the County, State, and Health Dept. regulations, Coreana Trading USA, Inc., dba Coreana Trading, 3100 East Charleston Boulevard, Suite 110, Bryan Y. Kim, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Wholesale General License.

RECOMMENDATION:
Recommend approval subject to County, State, and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an extension of a Temporary Supper Club License for a Change of Business Name, Change of Location, and Change of Ownership, From: Memphis Championship Barbecue, dba Memphis Championship Barbecue (Non-operational), To: Marysol Montano and Gume Montano, dba La Sirena Mexican Seafood Restaurant, 2327 South Eastern Avenue, Marysol Montano, Owner, 50% and Gume Montano, Owner, 50% - 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 Supper Club License for a Change of Business Name, Change of Location, and Change of Ownership.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Business Name and Change of Ownership, From: Delek, LLC, dba One Stop Market, To: LaBouz, LLC, dba Lakes Market, 7790 West Sahara Avenue, Pini LaBouz, Managing Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Business Name and Change of Ownership.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an extension of a Temporary Wholesale General License, Mary Ellen Tsunis, dba Pristine Wine and Spirits, 581 East Sunset Road, Suite 100, Mary Ellen Tsunis, Owner, 100% - Henderson

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Wholesale General 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 16, 2009

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Coastline USA, Inc., To: Mieko Enterprise, dba Sushi Bar Sage, 4408 North Rancho Drive, Mieko Yaguchi, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Gill Enterprises, Inc., db at 7 Eleven Store #32826C, 920 North Buffalo Drive - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 5 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at Roadrunner Saloon Buffalo, 921 North Buffalo Drive - Ward 4 (Anthony)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at Agave Mexican Restaurant, 10820 West Charleston Boulevard - Ward 2 (Wolfson)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of a Change of Location for a Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Chung Soo Kim, dba C S Kim Tae Kwon Do School, From: 9101 West Sahara Avenue, Suite 106, To: 8450 West Sahara Avenue, Suite 101, Chung Soo Kim, Owner, 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 Location for a Martial Arts Instruction Business License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an extension of a Temporary Martial Arts Instruction Business License, Kekee's Kajukenbo, LLC, dba Kekee's Kajukenbo, LLC, 6595 Smoke Ranch Road, Suite 105, Keyonzia L. Harder, Mmbr, 100% - Ward 5 (Barlow)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of award of Modification No. 2 to Contract No. 040085-LR, Legislative and Governmental Relations Consulting - Office of Administrative Services - Award recommended to: BALL JANIK, LLP ($80,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $80,000
Funding Source: General Fund
Dept./Division: Administrative Services

PURPOSE/BACKGROUND:
On December 3, 2003 City Council approved award of a contract allowing for two-year terms to represent the City's interests in Washington, D.C. Modification No. 2 restates the contract for clarity, lowers the monthly retainer fee and extends the contract through June 30, 2010 with two two-year options to renew.

PCC: P. Hoffman
POC: Vicki Cram - (202) 638-3307

RECOMMENDATION:
That City Council approve Modification No. 2 to Contract No. 040085-LR, Legislative and Governmental Relations Consulting to Ball Janik, LLP in the amount of $80,000, extending the term through June 30, 2010. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 040085-LR
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 2

LEGISLATIVE AND GOVERNMENTAL RELATIONS CONSULTING SERVICES

THIS MODIFICATION No. 2 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 Ball-Janik, LLP (hereinafter the "Company"), an Oregon Limited Liability Partnership having its principal office at 1 Main Street, Suite 1100, Portland, Oregon 97204.

RECITALS

WHEREAS, the parties hereto entered into the Legislative and Government Relations Consulting Services contract dated December 3, 2003, which was subsequently amended by Modification No. 1 dated April 2, 2008 (collectively the "Contract"), and

WHEREAS, the parties hereto desire to further modify the Contract to change the expiration date of Option 2 from December 31, 2009 to June 30, 2009 and allow for additional annual renewals and to incorporate Modifications 1 and 2 into the Amended and Restated Contract set forth below, and

WHEREAS, with the execution of the Modification No. 2 by the parties hereto, the Amended and Restated Contract set forth below will replace and supplant the Contract dated December 3, 2003, and all of the subsequent amendments thereto.

NOW, THEREFORE, in consideration of the foregoing and other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Contract shall be amended and restated in its entirety to read as follows:

The Contract between the City and the Company dated December 3, 2003, with its Modification No. 1 dated April 2, 2008 is hereby modified as follows in the Amended and Restated Contract attached and dated the same as this modification:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-23-09
Date

BALL JANIK, LLP

Steve Ringwood, Partner
JAMES A. BEALL
Managing Partner for James Beall

"Company"

Legislative and Governmental Relations Consulting 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 BALL JANIK, LLP (hereinafter the "Company") having its principal office located at 101 SW Main Street, Portland, Oregon 97204.

SECTION A – Contract Form

This Contract consists of Sections A through F of this document. The subject matter of this Contract is the performance of Legislative and Governmental Relations Consulting 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) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(f) *"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.

(g) *"Legislative and Governmental Relations Consulting"* means contracted consulting services including lobbying, monitoring, and miscellaneous activities performed in the Federal Government environment for the benefit of the City of Las Vegas.

(h) *"Lobbying"* means the process of educating Federal legislators/regulators and using a Company's knowledge of the legislative/regulatory process to effect outcomes in keeping with City goals.

(i) *"Monitoring"* means the process of tracking an issue, subject or industry throughout the legislative and/or regulatory process.

(j) *"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.

(k) *"Principal Consultant"* means the Company employee whose services are committed to the management and performance of this Contract.

(l) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

This Contract provides for the payment of a firm fixed price fee for monthly services, with reimbursement for specified expenses. This is a Non-exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company a Monthly Fee for services as follows:

Item	Description	Performance Period	Monthly Fee
A1	Consulting Services	1/1/04 – 12/31/05	$11.500.00
A2	Consulting Services	1/1/06 – 12/31/07	$12,075.00
A3	Consulting Services	1/1/08 – 12/31/09	$14,575.00
A4	Consulting Services	1/1/10 – 6/30/10	$12,500.00
A5	Consulting Services	7/1/10 – 6/30/12	$12,500.00
A6	Consulting Services	7/1/12 – 6/30/14	$12,500.00

(b) The City will pay the Company's Reimbursable Expenses, subject to the limitations stated in Paragraph B-4, below, up to the following amounts per period noted:

Item No.	Description	Performance Period	Period Limit
B1	Reimbursable Expenses	1/1/04 – 12/31/05	$30,000.00
B2	Reimbursable Expenses	1/1/06 – 12/31/07	$30,000.00
B3	Reimbursable Expenses	1/1/08 – 12/31/09	$30,000.00
B4	Reimbursable Expenses	1/1/10 – 6/30/10	$ 5,000.00
B5	Reimbursable Expenses	7/1/10 – 6/30/12	$20,000.00
B6	Reimbursable Expenses	7/1/12 – 6/30/14	$20,000.00

(c) Ninety (90) days prior to the expiration of a performance period, the Company may submit a proposal to the City for a Price Revision, detailing an increase or decrease in the monthly fee and/or reimbursable expenses limit for the upcoming period. The Company shall include a fully documented rationale for the proposed Price Revision, including a demonstration of the performance achievements the Company has produced for the City. Upon submission of the proposal, the City and the Company shall enter into negotiations for a potential Price Revision. Any increase shall in no circumstances exceed five percent (5%). Price Revisions, if any, shall be effected by a written modification to the Contract and made retroactive to the beginning of the affected performance period. Should the City and the Company fail to reach an agreement on a Price Revision, the Company may provide ninety (90) day written notice to the City and terminate performance at the end of the notice period. Payments during the notice period will be made at the existing prices.

B-4 Reimbursable Expenses

(a) Reasonable travel expenses will be paid when services are performed on behalf of the City. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, and other travel expenses if they are reasonably related to accomplishment of this Contract. The Company generally shall coordinate all travel in advance with the City's Project Manager.

(b) The City will reimburse other reasonable expenses, when authorized by the City's Project Manager, provided such expenses are directly related to performance of the Contract. The City will not reimburse expenses that are included in the Company's overhead accounts, in accordance with the Company's normal accounting practices. Other expenses specifically excluded from reimbursement are: incoming/outgoing faxes, office supplies, and expenses not solely for the benefit of the City (unless fairly and clearly apportioned).

(c) The Period Limit stated in B-3 above is the maximum amount which the Company may claim for reimbursement during any performance period.

B-5 Performance/Delivery

Performance periods shall be as outlined in Section B-3 above. The City is not committed to exercising future performance periods. The City shall provide written notice to the Company of its option to extend the Contract for a performance period; the Company may not assume an automatic renewal. Exercise of a performance period option does not commit the City to exercise further options. Additional performance periods may be added to the Contract by mutual agreement of both parties in accordance with Section E-14 (Modification/Amendment). Schedules for submittal of deliverables are set forth in Paragraph C-5 (Deliverables).

B-6 Invoices

(a) The Company shall submit an invoice to the City by the twentieth (20th) of each month for the previous month's charges. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;

(iii) description/summary of services performed;
(iv) performance dates covered;
(v) the associated purchase order number;
(vi) receipts for Reimbursable Expenses; and
(vii) Monthly Report

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

(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."

(c) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

SECTION C – Statement of Work

C-1 General Scope of Services

(a) The Company shall provide all personnel and materials required to perform the services set forth in this Contract. The Company shall, at all times during the term of this Contract, act as an advocate of the City's interests in Washington, D.C. The Company shall provide an on-going presence at the United States Congress and provide constant contact with Federal agencies in an effort to promote the interests of the City in legislative and regulatory matters.

(b) The Company shall advocate the City's position on all matters having a potential impact on the City, or which may provide an opportunity for funding or programmatic assistance.

(c) The Company shall maintain flexibility in its use of resources, and shall realign its areas of focus as the City's interests and needs change over the term of this Contract.

(d) The Company shall perform Contract services in accordance with their proposal set forth in Attachment 2, and the terms of Sections A through E of this Contract.

C-2 Annual Federal Legislative Agenda

(a) The Company shall work with the Project Manager, and other City officials, during the last quarter of each calendar year to develop a plan that thoroughly and clearly sets forth the City's Federal agenda for the next year. The Company shall meet with each City Department to identify legislative issues, appropriation requests and other topics of Federal interest.

(b) The Annual Federal Legislative Agenda will outline the City's current Federal priorities and areas of interest. The Agenda will identify major issues that may affect the City and which are expected to be debated by Congress or the Administration. The Agenda shall include, but not be limited to, Appropriation Requests, Legislative Issues, Public Lands, Legislative Topics of Interest, and Transportation Reauthorization Projects.

(c) The Company shall work with each of the Nevada Congressional Delegation offices to input the City's appropriations requests into their tracking systems.

(d) The Company shall work independently, or with City staff, to present the Annual Federal Legislative Agenda's to each of the Nevada Congressional Delegation offices.

(e) The City's Annual Federal Legislative Agenda is subject to change throughout the year as changes occur in the economy and/or national priorities that impact current Federal activity. The Company shall perform its services in conformance with such revisions.

C-3 Lobbying Services

(a) The Company shall engage in a proactive effort to educate Federal legislators and regulators regarding the interests of the City. The Company shall undertake this effort, using the Company's knowledge of the legislative and regulatory processes and participants, to affect outcomes in keeping with the City's interests and goals. The Company shall, at all times, perform these services in keeping with the requirements of Federal, State and local lobbying statutes and regulations, and shall in no circumstances engage in activities which would negatively reflect upon the ethical or business reputation of the City.

(b) The Company shall communicate with members of the Nevada Congressional Delegation on behalf of the City, and shall work with members of the Delegation on specific lobbying activities that benefit the City.

(c) The Company shall attend committee hearings and public functions specifically associated with the identified interests of the City, and shall promote the interests of the City at these forums. The Company shall meet with members of Congress and congressional committee staff, as well as officials and staff of executive departments to generate support for the City's position on legislative/regulatory matters.

(d) The Company shall monitor all Federal legislation impacting the areas of interest set forth in the City's Annual Federal Legislative Agenda. These monitoring services shall include screening bills for legislation that may impact the City, reporting the progress of legislation potentially impacting the City, reporting budget actions of interest, reporting funding opportunities, reporting the progress/outcome of committee hearings, reporting of opposition arguments, reporting significant information appearing in Congressional media, and reporting on legislative voting records. The monitoring services also shall include reporting of routine regulatory activities, agency and Congressional staff activities, funding activities, and special regulatory initiatives of executive departments.

(e) The Company shall review and comment on proposals of the City which are being prepared for submission to federal agencies, when requested by the Project Manager. The Company shall recommend and perform appropriate liaison and follow-up work to obtain the most favorable consideration of such proposals.

(f) The Company shall monitor the efforts of the National League of Cities, US Conference of Mayors, and other state and local organizations on behalf of the City. The Company shall provide updates on current legislative activities of the organizations and make recommendations for appropriate City action if required.

C-4 Miscellaneous Services

(a) Washington D.C. Travel: The Company shall act as a liaison for members of the City Council or other City officials during their visits to Washington. The Company shall coordinate the travel/meeting arrangements for such visits when requested by the Project Manager. Such arrangements may include arranging hotel accommodations and transportation, setting up meetings/briefings with appropriate Congressional or Executive Department officials, and providing appropriate social forums for introducing City officials to members of Congress or other individuals expected to impact City interests. The Company shall prepare briefing materials and/or conduct briefings for City officials during such visits. The Company is not authorized to incur reimbursable costs under this Contract for the sponsorship of political fundraising events, nor is it authorized to utilize City personnel, material or facilities for such events.

(b) Travel to Las Vegas: The Company shall travel to Las Vegas to provide briefings to City officials when requested by the Project Manager.

(c) Special Events: The Company shall perform planning activities for special events and projects that are reasonably related to the accomplishment of this Contract.

C-5 Deliverables

(a) The Company shall provide a Monthly Report that details specific activities undertaken by the Principal Consultant, or other Company employees, on behalf of the City. The report should include a description of services/activities performed, expected or actual results of the activity undertaken, and future projected activities. Emphases should be placed on those activities that produce identifiable, direct results for the City. The report should address specifics, such as people contacted, committee hearings attended, and specific outcomes. The report should also contain an outline of the status of significant legislation. The report shall be submitted with the Company's invoice each month.

(b) The Company shall provide special reports or draft correspondence for the City, when circumstances warrant or when specifically requested by the Project Manager. The Project Manager will establish reasonable completion dates for these tasks.

(c) The Company shall provide an annual presentation to the City Council on current federal legislative activity.

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 400 Stewart Avenue, First Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964
FOR THE COMPANY:	Ball Janik, LLP James A. Beall, Managing Partner 101 SW Main Street Portland, Oregon 97204 Fax: (503) 295-1058

(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 may be directed to the Project Manager or the Principal Consultant, as appropriate.

D-2 Project Manager/Principal Consultant [CAO-7/24/08] [R]

(a) The City designates Ted Olivas as 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, will provide guidance regarding the City's goals and policies, and will coordinate all trips made between Las Vegas and Washington, D.C. 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 M. Victoria Cram as Principal Consultant for this Contract. The Principal Consultant cannot be replaced without the written consent of the Project Manager. The Principal Consultant shall be the point of contact for all performance matters arising under this Contract. The Principal Consultant shall be available to meet with the Project Manager to discuss performance status or issues as the need arises. The Principal Consultant shall ensure that all contract and performance matters are coordinated with the Project Manager. The Company shall assign such other personnel as necessary to meet the requirements of this Contract.

(c) The Company shall be responsible for maintaining standards of employee competence, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Company is expected to promote the interests of the City, and may entertain a request from the City to replace a Company employee with an individual possessing similar qualifications should the City reasonably conclude that the employee may not be adequately representing the interests of the City.

D-3 Performance Reviews

(a) During the term of this Contract, the Company's compliance with the specific provisions of the Contract is subject to review by the City. Should deficiencies be found, the Company shall correct the deficiencies in a commercially reasonable period of time. Uncorrected material deficiencies may be subject to the provisions of Paragraph E-4 (Termination for Default)

(b) If continuing non-material deviations from expected performance are found, the City may terminate the Contract in whole or in part with no liability to the City. Should the City determine that the performance deviations are material, the City reserves the right to terminate for default.

D-4 Warranty – Services [CAO-7/24/08]

The Company warrants that 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 breach of this warranty or in the event of non-performance 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-5 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-6 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-7 Conflict of Interest – Clients

(a) Company shall not perform services for the City should there be a direct, material conflict between the City's interests and the interest of another of the Company' clients. Should a potential conflict become known the Company shall immediately inform the Project Manager, who will make a determination regarding the extent and impact of the conflict. The Company shall take action to mitigate the effect of the conflict, and the City reserves the right to immediately terminate the Contract should the City determine that the conflict is material.

(b) The Company shall inform the City regarding representation of any entity that supports anti-gaming legislation/regulation, or that supports the storage of nuclear waste in Nevada.

(c) The Company has a continuing obligation, during the entire term of this Contract, to disclose any potential conflicts of interest. The Company is expected to zealously promote the interests of the City.

D-8 Order of Precedence [CAO-7/24/08]

In the event of 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. Exceptions to this order of precedence will be addressed through specific language 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

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, 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.

(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 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 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") 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 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 an 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 provision of this Contract void shall in no way affect the validity or enforceability of any other 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 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 essence to 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:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	08/05/08	2
Attachment 2	Original Proposal for Services [Paragraph C-1(e)]	10/14/03	5

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 11-23-09
Deputy City Attorney Date

BALL JANIK, LLP

Irene Ringwood, Partner
JAMES A. BEALL, Managing Partner for James Beall
"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

(FOR CONSULTING SERVICES ONLY)

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description Subject Matter of Contract/Agreement
Name Ball Janik, LLP	Legislative and Governmental Relations Consulting
Address 1455 F St., NW, WDC 20005	
Telephone 202-638-3307	
EIN or DUNS 93-0814349	Contract No. 040085-LR

Block 3 Type of Business					
☐ Individual	☒ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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 Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: one

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: 11-24-09 Partner list

Date of Attached Document: 11-24-09 Number of Pages: one

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.

M. Victoria Cram
Name

November 24, 2009
Date

Subscribed and sworn to before me this 24th day of November, 2009

Notary Public

PAMELA J. SMITH
District of Columbia
My Commission Expires
January 14, 2011

BALL JANIK LLP

PARTNER LIST
November 24, 2009

Dina E. Alexander
Richard H. Allan
James A. Beall
Bruce H. Cahn
Dwain M. Clifford
Laura C. Cooper
David W. Criswell
Jeffrey C. Gardner
Mark G. Jackson, P.S.
Stephen T. Janik
Phillip E. Joseph
Dana L. Krawczuk
Kevin S. Mapes
James T. McDermott
Bradley S. Miller
Jack L. Orchard
Timothy M. Parks
James C. Prichard
Barbara W. Radler
Irene L. Ringwood
Sarah J. Ryan
Richard J. Stone
Brad T. Summers
Lisa M. Umscheid
Christopher M. Walters
Robert W. Wilkinson

BALL JANIK LLP

ATTORNEYS

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005
www.balljanik.com
TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

VICTORIA CRAM
GOVERNMENT RELATIONS CONSULTANT

vcram@dc.bjllp.com

October 14, 2003

BY OVERNIGHT DELIVERY

Ms. Kami Dempsey
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, NV 89101

Dear Kami:

I am writing in response to your request for information on lobbying services that Ball Janik LLP could provide to the City of Las Vegas for 2004. As you know, we have been honored to represent the City in Washington DC for the last three years. We look forward to continuing to work with you and others on the excellent City Staff as well as with the Mayor and City Council.

BALL JANIK LLP

The partnership of Ball Janik LLP is a Portland, Oregon-based law firm of more than fifty attorneys and professional lobbyists with offices in Washington, D.C. and Portland and Bend, Oregon. For twenty years Ball Janik's attorneys and government relations professionals have aggressively developed and implemented effective, cost-efficient solutions to our clients' legal and government related problems. The government relations practice group is actively growing and includes 15 professional lobbyists and attorneys based primarily in Washington, D.C. Ball Janik is known for taking a practical, business oriented approach to resolving clients' problems.

The Washington DC office focuses its efforts on the processes of Congress and the executive agencies. We specialize in federal government representation in the areas of transportation, economic development, natural resources, appropriations and local governments. We are in daily communication with both our clients and the Congressional delegations with whom we work. We ensure that our clients understand and are comfortable with all of the nuances of the legislative and administrative processes, and that strategies are jointly developed to maximize success. Ball Janik takes a low profile approach to its representation ensuring that

clients and Members of Congress receive the credit for all successes while the Firm focuses on the day-to-day aspects of the clients' federal agenda.

Ball Janik LLP has grown to become one of the premier federal lobbying practices in the Western states and attributes its success to attracting experienced, capable lobbyists who demonstrate expertise relating to federal issues, a logical management system that ensures a responsible professional and Project Manager for each client as well as an effective system for monitoring and controlling costs to the clients.

We would propose that the same team that has worked on the City's issues for the past three years continue in this capacity. I would be the Project Manager for the City and would perform the bulk of the City's work, but would be ably assisted by Eric Mondero and Sean Dalton. As you are aware, Eric and Sean have extensive appropriations experience each having formerly served on the staff of House Appropriations Subcommittee Chairs. We would be assisted by Pat Wilson's paralegal services and Pam Smith's administrative aid.

The City could also tap into the expertise of other Ball Janik professionals if appropriate. For example, Rich Nolan heads up our land use practice in DC and has extensive experience with the land management agencies as well as the Congressional authorizing committees and appropriators. Rich currently represents several counties and a city on land use issues. He is very active with the Bush Administration on land use issues, representing the forest products industry on the Healthy Forests Initiative. Rich is in daily contact with the Bureau of Land Management's Washington DC office at the Secretary and Assistant Secretary level as well as the US Fish and Wildlife Service and the US Forest Service. In addition, Rich works closely with the Appropriations Committee Chairmen in the House and Senate on BLM funding issues and has an excellent relationship with both the House Resources Committee and the Energy and Natural Resources Committee in the Senate who manage all authorizations for the BLM.

Ball Janik recently added a former senior DOD official and experienced lobbyists to its staff with experience in base closure. Jay Spiegel brings significant knowledge in the base closure process. While another round of base closures is scheduled to occur in the coming year, Jay is prepared to help Nellis Air Force Base deal with the 2005 Base Realignment and Closure ("BRAC") process. The 2005 BRAC process has already begun, with the Pentagon required to publish by the end of this year its criteria for evaluating installations for closure. Several Air Force bases will undoubtedly close as a result of BRAC 2005 and we have seen suggestions that the Air Force may want to close or downsize Nellis. Accordingly, we are prepared to assist you in securing your objectives for the BRAC process.

Our bi-partisan lobbying team combines demonstrated legislative accomplishments for the City, as well as an existing and warm working relationship with the members of the Nevada Congressional Delegation, and over twenty years of experience in urban client representation. Further, as the firm represents no other Nevada entities, we enjoy the independence necessary to avoid conflicts among competing jurisdictions and municipalities within the State of Nevada.

BALL JANIK ACCOMPLISHMENTS

As I write, the Fiscal Year 2004 appropriations process is not yet complete. It is likely that there will be an omnibus appropriations bill for the remaining unfinished appropriations bills and the timing for completion is uncertain. However, as Congress moves towards completion of the process, the City is in a strong position to secure four of its appropriations requests for the year. One request for communications interoperability became moot when the Department of Homeland Security Appropriations Subcommittee decided not to earmark, and instead the City was awarded a $5.9 million COPS grant for interoperability. In addition, the City has worked with the entire delegation to achieve these successes. An appropriations matrix is attached showing the current status of appropriations requests.

In previous years, we have helped the City secure over $3.25 million in FY 2002 appropriations ($500,00 for Monorail Station, $1.75 million for dislocated workers, $1 million for high speed rail) and over $5 million in FY 2003 appropriations ($250,000 for Post Office, $180,000 for business incubator, $270,000 for sewers, $4.5 million for Downtown Transportation Center). We have also helped identify and procure congressional support letters for many city grant awards including $5.9 million for COPS interoperability, $425,000 for urban parks, and $130,000 for a fire grant. We also have worked closely with the City and federal agencies (such as the Department of Labor) to release earmarked funds in a timely manner.

Further, while the reauthorization of TEA 21 did not occur this year, the City is well positioned to go into the reauthorization next year. Ranking Minority Member of the House Transportation and Infrastructure Committee, Jim Oberstar, (D-MN) has visited the City twice this year and is well aware of the City's priorities for TEA 21 reauthorization. Both Rep. Shelley Berkley and Rep. Jon Porter serve on the House Transportation and Infrastructure Committee while Senator Reid holds high rank on the Senate Environment and Public Works Committee. The City's transportation priorities have been submitted to both Committees and await congressional action.

We have been working on a number of other priorities of interest to the city including direct funding of homeland security funds, internet taxation and the

potential loss of the City's ability to tax telecommunications services and loss of the ability to collect franchise fees and rights of way fees, cable modem issues, the Post Office conversion to a museum, faith based initiatives, and homeless issues, among others.

Further, we continue to keep City officials informed with regular reports on congressional activities ranging from ergonomics to voting reform to housing issues.

Finally, Ball Janik has acted as liaison to both the National League of Cities and the US Conference of Mayors. In this capacity, we have helped draft resolutions, worked to get city officials represented in the leadership of the organizations, staffed annual meetings and helped the City attract meetings such as the Conference of Mayors sponsored CitiesFirst event, which will occur this month.

SCOPE OF WORK

Ball Janik understands the City's requirements for full time representation in Washington DC. This scope of work includes: general lobbying, monitoring Congressional and agency developments, attendance at hearings; working closely and proactively with the Nevada Congressional Delegation; social opportunities and meeting arrangements for City officials; expanding relationships with key Congressional, White House and agency contacts in Washington that are beneficial to the City's interests; communicating frequently and effectively with designated City officials and personnel; collaboratively developing a federal agenda with the City and identifying desired outcomes; identifying appropriations and grant opportunities; reviewing grant proposals developed by the City; acting as liaison with the National League of Cities, US Conference of Mayors, other state and local organizations; building and attending coalitions of cities with similar interests; occasional travel to Las Vegas or other locations as required by the City and preparing timely, detailed reports, alerts, correspondence, summaries and other documents as necessary.

While the City has not yet outlined and determined it's legislative priorities for the coming year, it is likely that among those issues on which the City will want to focus includes: Appropriations Priorities, TEA 21 reauthorization, Water Resources and Development Act, Homeland Security, potential High Threat/High Density designation by the Department of Homeland Security, affordable housing, economic development opportunities, and, additional funding opportunities for the development of the 61 acres.

As the Conference of Mayors meeting in Las Vegas in 2006 draws near, I can also be a valuable resource in helping to plan the meeting or acting as liaison with USCM.

In conclusion, we strongly believe that we can continue to provide the experience and knowledge necessary to represent the City in 2004. We continue to build on the excellent working relationships we have forged with the City's congressional delegation and we are committed to successfully carrying out the City's legislative agenda for the coming year. I would be happy to respond to any questions or need for further information, so please call me if you have any questions.

Sincerely,

Victoria Cram

Victoria Cram
Government Relations Consultant

VC:ps

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

(FOR CONSULTING SERVICES ONLY)

1. Definitions

"City" means the City of Las Vegas.

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description
	Subject Matter of Contract/Agreement
Name **Ball Janik, LLP**	**Legislative and Governmental Relations Consulting**
Address 1455 F St., NW, WDC 20005	
Telephone 202-638-3307	
EIN or DUNS 93-0814349	**Contract No. 040085-LR**

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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 Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: one

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: 11-24-09 Partner list

Date of Attached Document: 11-24-09 Number of Pages: one

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.

M. Victoria Cram
Name

November 24, 2009
Date

Subscribed and sworn to before me this 24th day of November, 2009

Notary Public

PAMELA J. SMITH
District of Columbia
My Commission Expires
January 14, 2011

BALL JANIK LLP

PARTNER LIST
November 24, 2009

Dina E. Alexander
Richard H. Allan
James A. Beall
Bruce H. Cahn
Dwain M. Clifford
Laura C. Cooper
David W. Criswell
Jeffrey C. Gardner
Mark G. Jackson, P.S.
Stephen T. Janik
Phillip E. Joseph
Dana L. Krawczuk
Kevin S. Mapes
James T. McDermott
Bradley S. Miller
Jack L. Orchard
Timothy M. Parks
James C. Prichard
Barbara W. Radler
Irene L. Ringwood
Sarah J. Ryan
Richard J. Stone
Brad T. Summers
Lisa M. Umscheid
Christopher M. Walters
Robert W. Wilkinson

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of award of Modification No. 4 to Contract No. 040228-DK, Third Party Collection Agency Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not to Exceed $125,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $125,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
On May 19, 2004 City Council approved Contract No. 040228-DK for the period of July 1, 2004 through June 30, 2005 with three one-year options to renew. Subsequent modifications have extended the contract through December 31, 2009. Modification No. 4 will extend the term of the contract through June 30, 2010. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Brent Brown - (770) 300-2871

RECOMMENDATION:
That City Council approve Modification No. 4 to Contract No. 040228-DK, Third Party Collection Agency Services to NCO Financial Systems, Inc. in the Not to Exceed amount of $125,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 4 to Contract No. 040228-DK

CONTRACT MODIFICATION No. 4

THIRD PARTY COLLECTION AGENCY SERVICES

THIS MODIFICATION No. 4 is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and NCO FINANCIAL SYSTEMS, INC. (hereinafter the "Company"), having its principal office at 507 Prudential Road, Horsham, PA 19044.

The Contract between the City and the Company dated May 19, 2004, modified on August 26, 2008, December 16, 2008 and April 15, 2009, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** To revise contingency rate for Primary to **15%** for the duration of the Contract, January 1, 2010 through June 30, 2010.

DELETE: Paragraph B-3 in its entirely.

REPLACE WITH:

(a) The not-to-exceed contract amount is $862,000. The Agency shall provide the collection services set forth in this Contract at the contingency rate of 15% for Primary, 25% for Secondary collections, and 18% for Miscellaneous Fees Services. These contingency rates are applied to actual monies recovered on behalf of the City. All costs incurred as a result of collecting accounts for the City are the sole responsibility of the Agency.

(b) The above rate schedule shall not exceed maximum allowed under Nevada Revised Statutes (NRS) 176.064. NRS 176 allows for a collection agency to be paid a fee on each account assigned with no regard to the actual money collected. Any collection fees levied for late payments shall not exceed $100.00 for cases less than $2,000.00 and $500.00 for cases from $2,000.00 to $5,000.00.

2. **Paragraph B-4 Performance Period.** To extend the performance period through June 30, 2010.

DELETE: Paragraph B-4 in its entirety.

REPLACE WITH:

The performance period of this Contract commences on July 1, 2004 and continues through June 30, 2010. The City reserves the right to exercise an option to temporarily extend this Contract up to ninety (90) calendar days from the expiration date, for any reason. Any option to temporarily extend this Contract will be made in writing.

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

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-12-09
Deputy City Attorney Date

NCO FINANCIAL SYSTEMS, INC.

ALBERT ZEZULINSKI, Executive Vice President

"Company"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of award of Modification No. 4 to Contract No. 040229-DK, First Party Debt Receivables Management Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not to Exceed $150,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
On May 19, 2004 City Council approved Contract No. 040229-DK for the period of July 1, 2004 through June 30, 2005 with three one-year options to renew. Subsequent modifications have extended the contract through December 31, 2009. Modification No. 4 will extend the term of the contract through June 30, 2010. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Brent Brown - (770) 300-2871

RECOMMENDATION:
That City Council approve Modification No. 4 to Contract No. 040229-DK, First Party Debt Receivables Management Services to NCO Financial Systems, Inc. in the Not to Exceed amount of $150,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 4 to Contract No. 040229-DK

CONTRACT MODIFICATION No. 4

FIRST PARTY DEBT RECEIVABLES MANAGEMENT SERVICES

THIS MODIFICATION No. 4 is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and NCO FINANCIAL SYSTEMS, INC. (hereinafter the "Company"), having its principal office at 507 Prudential Road, Horsham, PA 19044.

The Contract between the City and the Company dated May 19, 2004, and modified on August 26, 2008, December 16, 2008 and April 15, 2009, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** To revise contingency rate for Primary to **15%** for the duration of the Contract, January 1, 2010 through June 30, 2010.

DELETE: Paragraph B-3 in its entirety.

REPLACE WITH:

The not-to-exceed contract amount is $640,000. The Agency shall provide the services set forth in this Contract at the contingency rate of 15% on all monies paid to the Court on cases assigned to the Agency for the first party receivable management work per Section C "Scope of Work". All receivable management costs incurred as a result of managing cases assigned for the City are the sole responsibility of the Agency.

2. **Paragraph B-4 Performance Period.** To extend the performance period through June 30, 2010.

DELETE: Paragraph B-4 in its entirety.

REPLACE WITH:

The performance period of this Contract commences on July 1, 2004 and continues through June 30, 2010. The City reserves the right to exercise an option to temporarily extend this Contract up to ninety (90) calendar days from the expiration date, for any reason. Any option to temporarily extend this Contract will be made in writing.

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

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-12-09
Deputy City Attorney Date

NCO FINANCIAL SYSTEMS, INC.

ALBERT ZEZULINSKI, Executive Vice President

"Company"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of award of Bid No. 100078-TM, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: THATCHER COMPANY OF NEVADA, BRENNTAG PACIFIC, INC. AND PVS CHEMICAL SOLUTIONS, INC. ($1,500,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This bid is for annual requirements contracts to provide water treatment chemicals for use at the Water Pollution Control Facility. The City of Las Vegas was the principal procurement agency for the National Intergovernmental Purchasing Alliance (NIPA) for this competitive bid which resulted in an award for three chemicals for the City and a national award for three chemicals which any State or Local Government agency may join. The City will receive an annual rebate payment from NIPA attributable to the marketing of this Water Treatment Chemicals National Agreement.

PCC: T. Maino
POC: See Agenda Memo

RECOMMENDATION:
That City Council approve the award of Bid No. 100076-TM, Annual Requirements Contract for Water Treatment Chemicals to Thatcher Company of Nevada, Brenntag Pacific, Inc. and PVS Chemical Solutions, Inc. in the estimated annual amount of $1,500,000 from January 1, 2010 through December 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:
1. Agenda Memo
2. Bid Abstract

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: BID 100076-TM WATER TREATMENT CHEMICALS

Bid No. 100076-TM is for an Annual Requirements Contract for the following water treatment chemicals:

- Aluminum Sulfate
- Soda Ash (Sodium Carbonate)
- Sodium Bisulfite

This Bid was a national solicitation with an award for the City of Las Vegas and a National Award. Due to the nature of the National requirements, more than one company is being recommended for award for Soda Ash and Sodium Bisulfite. The breakdown of the awards is as follows:

CHEMICAL	CITY AWARD	NATIONAL AWARD
ALUMINUM SULFATE		
Thatcher Company of Nevada	X	X
SODA ASH		
Brenntag Pacific, Inc.	X	X
Thatcher Company of Nevada		X
SODIUM BISULFITE		
Thatcher Company of Nevada	X	X
PVS Chemical Solutions, Inc.		X

Points of Contact:

Thatcher Company of Nevada	Kyle Peterson	702.564.7622
Brenntag Pacific, Inc.	William Huttner	562.903.9626
PVS Chemical Solutions, Inc.	Milisav Bualtovic	313.921.1200

100076-TM
WATER TREATMENT CHEMICALS (ALUMINUM SULFATE, SODIUM BISULFITE, SODA ASH)

BID NO:	100076-TM		PVS Chemical Solutions, Inc.					Leslie's Poolmart Inc.					Thatcher Company of Nevada					Brenntag Pacific, Inc					Basic Chemical Solutions LLC					
BID NAME:	Water Treatment Chemicals (Aluminum Sulfate, Sodium Bisulfate and Soda Ash)		10900 Harper Avenue					3925 W. Broadway Road, Suite 100					PO Box 27407					10747 Patterson Place					12522 Los Nietos Road					
BUYER:	Tom Maino, Senior Buyer		Detroit, MI 48213					Phoenix, AZ 85040					Salt Lake, Utah 84127					Santa Fe Springs, CA 90670					Santa Fe Springs, CA 90670					
BID BOND:	N/A		CLV BUS. LIC #:					CLV BUS. LIC #:					CLV BUS. LIC #: B10-01916-5-031506					CLV BUS. LIC #: 85946										
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	Unit Price	City of Las Vegas Freight Charge	City of Las Vegas Extended Price	Freight Charge per UOM Mile	National Extend Price (@ 1 mile)	Unit Price	City of Las Vegas Freight Charge	City of Las Vegas Extended Price	National Freight Charge per UOM Mile	National Extend Price (@ 1 mile)	Unit Price	City of Las Vegas Freight Charge	City of Las Vegas Extended Price	National Freight Charge per UOM Mile	National Extend Price (@ 1 mile)	Unit Price	City of Las Vegas Freight Charge	City of Las Vegas Extended Price	National Freight Charge per UOM Mile	National Extend Price (@ 1 mile)	Unit Price	City of Las Vegas Freight Charge	City of Las Vegas Extended Price	Freight Charge per UOM Mile	National Extend Price (@ 1 mile)	Extended Price
1	Aluminum Sulfate	Dry lbs	NO BID					$0.38	$0.017	$0.40	$1.35	$1.73	$0.1140	$0.0135	$0.1275	$4.9000	** See below	NO BID					NO BID					
																One-way mile												
								Minimum Order Quantity 20,000 lbs (50 lbs bags)					Minimum Order Quantity 22,000 Dry lbs															
2	Soda Ash (Sodium Carbonate)	Dry lbs	NO BID					NO BID					$0.1080	$0.0440	$0.1520	$4.9000	** See below	$0.0973	$0.017	$0.1143	$0.162	$0.2593	NO BID					
																One-way mile												
													Minimum Order Quantity 72,000 Dry lbs					Minimum Order Quantity 50,000 Dry lbs										
3	Sodium Bisulfite	Dry lbs	$0.3150	$0.44000	$0.75500	$3.80	$4.115000	NO BID					$0.31250	$0.08500	$0.39750	$4.90000	**See below	NO BID					NO BID					
							CORRECTED									One-way mile												
			Minimum Order Quantity 17,100 lbs										Minimum Order Quantity 18,000 Dry lbs															
													**(Quantity in dry lbs.)(price per dry lb.) + (miles to location)($4.90/one-way mile) + Minimum Order Quantity.															

TO: David Mendenhall Please review and approve recommended award of *Aluminum Sulfate & Sodium Bisulfite* to **Thatcher Company of Nevada** and *Soda Ash* to **Brenntag Pacific, Inc.** for Council award on December 16, 2009.

Thomas D. Wanis 11/30/09
Purchasing & Contracts Signature / Date Signed

David L. Mendenhall 11/30/09
Department/Division Signature / Date Signed

TO: Kathleen C. Rainey Please review and approve the National award for *Aluminum Sulfate* to Thatcher Company of Nevada, *Soda Ash* to Thatcher Company of Nevada & Brenntag Pacific, Inc and *Sodium Bisulfite* to Thatcher Company of Nevada & PVS Chemical Solutions, Inc.

Purchasing & Contracts Manager Signature / Date Signed

National Intergovernmental Purchasing Alliance Company Signature / Date Signed

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of award of Blanket Services Agreement No. 100112-LD, Commissioning and LEED Related Services - Department of Public Works - Award recommended to: LAS VEGAS BUILDING COMMISSIONING, LLC (Not to Exceed $1,000,000 - Various Funds) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,000,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with the ability to issue individual task orders to the company to ensure that equipment installed by general contractors operates as specified within the construction specifications and Leadership in Energy and Environmental Design (LEED) related services to ensure that new construction and modifications to City facilities are designed to be energy efficient with the impact on the environment being considered. These services require expertise which is not available within City staff and therefore must be outsourced.

PCC: L.E. Davis
POC: Tracy Floyd - (702) 294-0036

RECOMMENDATION:
That City Council approve award of Blanket Services Agreement No. 100112-LD, Commissioning and LEED Related Services to Las Vegas Building Commissioning, LLC 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. 100112-LD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
COMMISSIONING AND LEED RELATED SERVICES

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) 464-2560**, and **LAS VEGAS BUILDING COMMISSIONING, LLC. (LVBCX)**, (the "Consultant"), a **A Limited Liability Company,** whose address is **P.O. Box 60954, Boulder City, Nevada 89006**, and fax number is **(702) 294-0039**.

W I T N E S S E T H:

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 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 (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Continue with 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.

G. **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.

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, 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 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

John S. Ricilla 11/24/09
Deputy City Attorney Date

CONSULTANT

By_____
Tracy Floyd, Las Vegas Building Commissioning, LLC. (LVBCX)

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 "

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services for this Agreement shall be as set forth as stated below:

I. ***SYSTEMS TO BE COMMISSIONED***

A. General: The systems to be commissioned shall generically include:
   1. Division 15 Systems
   2. Division 16 Systems

B. Provide functional performance testing for all modes of operation only for the mechanical, electrical, plumbing, and/or process equipment included in the design. With all listed systems, there is an assumed "as applicable" caveat that is intended to exclude any generically listed pieces of equipment that are not included in the design.

C. Mechanical Systems: Provide functional performance testing for all modes of operation
   1. Chilled Water Systems including (100%):
      a. Chillers
      b. Cooling Towers
      c. Pumps
      d. Heat exchangers
      e. VFD's
      f. Makeup systems & expansion tanks
      g. Miscellaneous piping components
   2. Heating Hot Water Systems including (100%):
      a. Boilers,
      b. Pumps,
      c. Heat exchangers
      d. VFD's
      e. Makeup systems & expansion tanks
      f. Miscellaneous piping components
   3. Hydronic Flushing (100%):
      a. Provide on-site attendance and witnessing of all flushing procedures by the mechanical contractor.
      b. Provide sufficient time for witnessing up to three (3) complete catastrophic dumps, pre-flushing, cleaning and final flushing.
      c. Provide digital photo documentation of each phase of flushing.
      d. Assist and advise the contractor in completion of the flushing according to the specified and the Owner required flushing procedures
   4. Air Handling Systems including (100%):
      a. Fans
      b. VFD's
      c. Mixing dampers
      d. Heating coils
      e. Cooling coils
      f. Ventilation
      g. Humidification
      h. Air Quality
   5. Terminal Units (10% statically based)
      a. Variable Air Volume Boxes
      b. Constant Volume Boxes
      c. Fan coil units
      d. Unit heaters, radiation, heating coils and evaporative cooling units.
      e. Pkg'd DX and split system A/C units
      f. Heat pump units
      g. Computer room air conditioning units (CRAC)

6. Exhaust and Supply Systems including: (100%)
   a. General
   b. Critical Area Pressurization
   c. Toilet
   d. Process
   e. Smoke and Pressurization
7. Facility Control System (Building Automation) including
   a. Point to point verification and calibration verification (10% statistical)
   b. Sequence of operation testing for all modes of operation for all seasons including review of software. (100%)
   c. Verification of graphics, point display, point command, and alarming. (100%)
   d. Testing of the FCS shall occur in a timely manner to meet the construction schedule.

D. Plumbing Systems: (100%)
1. Domestic H/C Water (Primary equipment only)
2. Booster System (Primary equipment only)
3. Vacuum System (Primary equipment only)
4. Compressed Air System (Primary equipment only)

E. Electrical Systems:
1. Lighting:
   a. Automatic Lighting – Interior & Exterior
   b. Occupancy control
   c. Emergency Lighting
2. Emergency power system
   a. Emergency generator
   b. Transfer

F. Life Safety Systems:
1. Fire Alarm System: (10% statistical)
   a. Review test documentation; verify installation and operation of all required devices.
   b. Coordinate the verification walkthrough of the local Authority Having Jurisdiction.
   c. Observe initiation of each typical initiation device.
2. Fire Protection System: (100% of flow switches)
3. Smoke Control System: Verify that all scenarios and components for the smoke control including:
   a. Duct Detectors:
      - Test and certify the duct smoke detectors are installed and performing within the manufacturers requirements.
      - Provide testing sheets for each detector.
      - Provide all detector manufacturers performance data and verification that the location provides sufficient air velocities under all modes of operation to meet this data. In addition, verify the detector operation to verify appropriate shut down sequences.
      - Submit the testing certification to the Owner's Inspection Services Department (and AHJ if required).
   b. Fire Smoke Dampers:
      - Test and certify the fire/smoke dampers are installed and performing according to the design intent.
      - Each damper shall be individually testing for proper close and open operation when the fire alarm system command requires this action.
      - Submit the testing certification to the Owner Inspection Services Department (and AHJ if required).
   c. Zone Boundary:
      - Sprinkler Flow Switches
      - Zone Boundary Doors
      - Fully sealed Zone Boundaries
      - Zone pressure testing
      - Stairwell and vestibule pressure testing
   d. Smoke Control Initiation and Control Devices including
      - Area detectors (10%)
      - Fans (100%)
      - Control Dampers (100%)
      - Magnetic door release (10%)

II. ***EXCLUSIONS***

A. The Commissioning Provider shall not be responsible for construction means, methods, job safety, or any management function related to commissioning on the job site.
B. The Contractor shall provide all technician services requiring tools or the use of tools to test, adjust, or otherwise bring equipment into a full operational state.
C. The CxPF shall not be responsible for any Civil or Structural testing.
D. The CxPF shall not be responsible for Division 15 Test and Balance contractor tasks
E. The CxPF shall not be responsible Division 16 Electrical Acceptance Testing contractor tasks.

ATTACHMENT A
BUILDING COMMISSIONING TECHNICAL REQUIREMENTS

SUMMARY

A. The Commissioning Provider shall be contracted directly to the Owner. The process of commissioning as defined here-in goes well beyond typical HVAC system start-up both in detail of testing and in detail of documentation. The director of the commissioning process is the Commissioning Provider (CxPF).
B. Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent, basis of design, construction documents and Owner's system operational needs. This is achieved by beginning in the design phase, reviewing design intent/basis of design documentation and continuing through construction, building acceptance and the warranty period with actual verification of performance. The commissioning process shall coordinate what have traditionally been separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and Owner training.
C. Provide the services of a qualified Commissioning Provider (CxPF) with commissioning expertise as described in this section with the following general requirements:
   1. Furnish labor and material to accomplish building commissioning as specified herein.
   2. Requirements of this specification and associated specific commissioning procedures shall be accomplished by a qualified CxPF, as specified in this document.
   3. Unless noted otherwise, functional performance tests (FPT's) apply to all equipment and systems identified in **Commissioning Provider Scope & Request for Proposal** under "Systems to Be Commissioned".
   4. Develop and perform functional performance testing and troubleshooting of equipment and systems.
   5. Manage the quality, coordination, scheduling, and execution of commissioning activities.

DEFINITIONS:

A. Definition of Terms:
   1. Adjustment: To change the speed, flow, position, signal, or level of any piece of mechanical equipment.
   2. Calibration: To check or adjust the graduations of a quantitative measuring instrument against a known standard.
   3. Datalogging - monitoring flows, currents, status, pressures, etc. of equipment using stand-alone dataloggers separate from the control system.
   4. Deficiency - a condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents (that is, does not comply with the design intent).
   5. Design Intent - a dynamic document that provides the explanation of the ideas, concepts and criteria that are considered to be very important to the owner. It is initially the outcome of the programming and conceptual design phases.
   6. Facility Control System (FCS): Other common acronyms are DDC (Direct Digital Controls), BAS (Building Automation System), BMS (Building Management System) or FMS (Facility Management System). This is the system providing automation functions for control of the HVAC and mechanical systems as well as alarming, monitoring, trending and interface/integration to related building systems such as fire alarm, security, card access, electrical switchgear, and stand-alone controls for major equipment such as chillers.
   7. Functional Performance Testing (FPT): This portion of the Commissioning Process involves dynamic tests that ensure that all mechanical systems function in accordance with design intent. The tests are dynamic and on-line and test the systems through all possible modes of operation.

8. Installation Verification: This initial portion of the Commissioning Process includes observations and punch-lists recorded and performed by the Engineer to ensure that all equipment is installed in accordance with the Specifications and Drawings. The Commissioning Provider shall overview this process.
9. LS: Life Safety Systems including Fire Alarm, Fire Protection and Smoke Control.
10. MEP: Mechanical, Electrical and Plumbing systems
11. Minor Adjustment: To add, subtract, or change various parameters included in the operation logic of a mechanical system or systems in order to improve or optimize operational performance. This refers only to the specified performance logic. Difficulties encountered in accomplishing a minor adjustment shall not be used to define a minor versus a major adjustment.
12. Major Adjustment: To fully change the specified operation logic of a mechanical system or systems. This refers only to the specified performance logic. Difficulties encountered in accomplishing a minor adjustment shall not be used to define a minor versus a major adjustment.
13. Pre-functional checklists (PFC): This portion of the Commissioning Process involves primarily the test and balance and startup personnel to ensure that individual pieces of equipment are capable of performing in accordance with the Specifications, Drawings, and manufacturers' requirements. This is documented with a pre-functional checklist provided and completed by the contractor. The Commissioning Provider shall overview this testing.
14. Statistical Sampling. - Functionally testing a statistically representative quantity (i.e. 15%) of identical or near identical pieces of equipment. Subject to 3% failure threshold whereby if there are greater than 3% testing failures of randomly chosen equipment, the testing shall be noted as failed and the Contractor shall re-verify the startup of 100% of the equipment. An additional identical statistically representative quantity of equipment shall again be tested which shall include a retest of 25% of the failed equipment and 75% randomly chosen untested equipment. This shall be repeated until the testing is noted as passing. Any proposed statistical sampling shall be identified in the construction phase commissioning plan and approved by the CxPF.
15. System Component or System Element: A single piece of mechanical equipment such as a pump, fan, chiller, boiler, coil, etc. that when combined together through piping or ductwork will comprise a "System".
16. System: A combination of system components that allow the manufacture or distribution of conditioned air or water from one location to another.
17. Tuning: To adjust for maximum performance.

COMMISSIONING TEAM

A. Coordination and management: The Commissioning Provider Firm (CxPF) shall provide overall coordination and management of the commissioning program as specified herein.
B. The commissioning process will require cooperation of the Contractor, subcontractors, vendors, Architectural Engineering firm, Commissioning Provider and Owner.
C. The commissioning team shall be comprised of the following:
   1. Contractor: Project manager and MEP coordinator.
   2. Subcontractors: As required by the prime contractor.
   3. Manufacturers' factory engineers: As specified elsewhere.
   4. Commissioning Provider
   5. Construction Management Engineer
   6. Owner Construction Observers
   7. Architectural/Engineering Representatives

DESIGN PHASE COMMISSIONING RESPONSIBILITIES

A. Commissioning Provider Firm (CxPF): The CxPF Responsibilities include, but are not limited to:
   1. Coordinate, schedule and manage the commissioning activities.
   2. Finalize design phase commissioning plan
   3. Perform a review of Design Development Documents
   4. Assist in the development of the design intent documentation
   5. Develop the draft commissioning plan for the construction phase
   6. Develop commissioning specifications for the construction bid documents
   7. Perform a final review of the drawings and specifications
   8. Review sequences of operation.
B. Owner:
   1. Review and comment on design phase & construction phase draft Cx plan.
   2. Review and approve design intent document.

C. Architect Engineering Firm (A/E)
1. Attend the commissioning scope meeting and selected commissioning team meetings.
2. Plan & schedule meetings.
3. Write design intent for systems included for commissioning.
4. Adapt commissioning guide specifications and include in Division 1.

DESIGN PHASE COMMISSIONING TASKS:

A. Review Design – Design Development Phase:
1. Commissioning facilitation: Input regarding making the building easier to commission.
2. Operation and Maintenance (O&M): Review how building O&M can be made easier (accessibility and system control, etc.)
3. Review Basis of Design:
4. Review Design Intent Document: Identify flaws, oversights, or insufficient detail in the design, relevant to being able to reasonably meet the design intent.

B. Review Design – Construction Document Phase (90%)
1. General Review:
   a. Determine if the design documents are sufficiently complete to warrant a full design review, A quick review to confirm that the Design Intent is met via the Basis of Design requirements, Review Continuation of Items; Labeling; legibility; general level of completion
2. Plan Review:
   a. Look for accessibility, consistent terminology, physical space continuity and placement of multiple pieces of equipment.
   b. Clear and rigorous design documentation, including detailed and complete sequences of operation.
   c. Access for reading gages, entering doors and panels, observing and replacing filters, coils, etc.
   d. Required isolation valves, dampers, interlocks, piping, etc. to allow for manual overrides, simulating failures, seasons and other testing conditions.
   e. Pressure and temperature (P/T) plugs close to controlling sensors for verifying their calibration.
   f. Pressure gages, thermometers and flow meters in strategic areas for verifying system performance and ongoing O&M. Pressure and temperature (P/T) plugs at less critical areas or on smaller equipment where gages and thermometers would be over-kill.
   g. Specification for the location and criteria for the location of critical sensors (i.e. VAV duct static pressure sensor and chilled water differential pressure sensor).
   h. Adequate balancing valves, flow metering and control stations and control system functions to facilitate and verify reliable test and balance.
   i. Uniform inlet connection requirements to VAV terminal boxes.
   j. Review entire document and building information management plan from design through construction and turnover to ensure adequacy and compliance with the owner's program.
3. Specification Review:
   a. General Review: Identify unnecessary sections; manufacturer basis of design verified; no use of "or equal"; specification directions are clear and concise
   b. Control Systems and Strategies Documentation:
      1) Clear and concise sequences of operations, Sufficient monitoring points in the building automation system (BAS) , even beyond that necessary to control the systems, to facilitate performance verification and O&M, Adequate trending and reporting features in the BAS.
   c. Operation & Maintenance:
      1) Review maintenance requirements for effects of specified systems and layout toward facilitating O&M (equipment accessibility, system control, etc.).
      2) Review operation and maintenance documentation to verify that building O&M plan and documentation requirements specified are adequate.
   d. Training Documentation:
      1) Review training requirements to verify that operator training requirements specified are adequate.
   e. Commissioning Facilitation:
      1) Verify that bid documents adequately specify building commissioning and that there are adequate monitoring and control points specified to facilitate commissioning and O&M (trending capabilities, test ports, control points, gages and thermometers).
      2) Input regarding making the building easier to commission

CONSTRUCTION PHASE COMMISSIONING RESPONSIBILITIES

A. Commissioning Provider Firm (CxPF): The CxPF Responsibilities include, but are not limited to:
   1. General Tasks:
      a. Coordinate, schedule and manage the commissioning activities.
      b. Assist the Contractor to coordinate all Sub Contractor commissioning activities.
      c. Obtain, assemble and submit commissioning documentation.
      d. Attend periodic on-site commissioning activities
   2. Commissioning Documentation Development Tasks:
      a. Develop the commissioning plan and schedule.
      b. Develop detailed pre-functional check lists
      c. Develop detailed functional performance test procedures.
      d. Coordinate locations of test ports required for Commissioning on P&ID's, shop drawings and during installation.
      e. Conduct and coordinate the installation verification inspections with the Engineer, AE, CME and Owner Construction Observers.
      f. Prepare and submit the Commissioning Reports.
   3. Pre-Functional Testing Tasks:
      a. Assist and witness portions of the start-up activities and pre-functional testing.
      b. Monitor the performance of a statistically representative portion of the Test, Adjust and Balance contractor activities.
   4. Functional Performance Testing Tasks:
      a. Direct the functional performance testing. Provide testing of all systems to provide complete confidence in the systems. The tests will include the interaction between individual components, sub-systems and complete building systems under both normal and emergency power conditions.
      b. Ensure that necessary test instrumentation is available during functional performance testing and instruments meet quality and calibration requirements and are in good working order.
      c. Enforce system compliance and recommend modifications to the system design that will correct or enhance the system performance.
      d. Coordinate witnessing of the tests.
      e. Track commissioning deficiencies until correction and retesting are successfully completed. Assist the Commissioning Team in determining the cause of failure.

B. Owner:
   1. Commissioning procedures and results will be observed by the Owner's designated witnesses.
   2. The Contractor is expected to verify the functional readiness of systems to be tested prior to performing the tests in the presence of the witnesses.

C. Architect Engineering Firm (A/E)
   1. Attend the commissioning scope meeting and selected commissioning team meetings.
   2. Coordinate resolution of system deficiencies (which are related to possible design deficiencies) identified during commissioning, according to the contract documents.
   3. Provide any design narrative and sequences documentation requested by the CxPF. The designers shall assist (along with the contractors) in clarifying the operation and control of commissioned equipment in areas where the specifications control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
   4. The Design Engineer shall be responsible for the observations and checklists for the Installation Verification.
   5. Additional calculation and investigation of design adjustments needs by the Engineers as defined by the Commissioning Provider.
   6. Participate in the resolution of potential design concerns as discovered during the commissioning process.

D. General Contractor (GC)
   1. Facilitate the coordination of the commissioning work by the CxPF, and ensure that commissioning activities are being scheduled into the project's master CPM schedule.
   2. Include the cost of commissioning in the total contract price.
   3. In each purchase order or subcontract written, include requirements for submittal data, O&M data, commissioning tasks and training.
   4. Ensure that all Subcontractors execute their commissioning responsibilities according to the Contract Documents and commissioning plan and schedule.
   5. A representative shall attend a commissioning scope meeting scheduled by the CxPF and other necessary meetings scheduled by the CxPF to facilitate the Cx process.

6. Coordinate the activities of all contractor, subcontractor and vendor personnel, required to complete training of Owner personnel in accordance with the requirements of the Specifications and the Training Agenda.
7. Prepare and submit the O&M manuals, according to the Contract Documents, including clarifying and updating the original sequences of operation to as-built conditions.

E. Division 15 And Division 16 Contractors

1. Under the direction of the GC, the Division 15 and Division 16 Contractors shall provide the services outlined in this paragraph.
   a. Cooperate with the CxPF to complete commissioning activities.
   b. Include the cost of commissioning by the GC in the total subcontract price.
   c. The Contractor shall be responsible for the Pre-functional Testing, a start-up procedure performed prior to balancing as defined in Part 2 of this specification.
   d. The Contractor shall be responsible for providing any technical personnel required for physical operation, testing, and simulation of control sequences for each piece of controlled equipment as required by the Commissioning Provider during the Functional Performance Testing. This shall include chiller service personnel, boiler service personnel, the temperature control engineering and technical startup crew, mechanical contracting service personnel for miscellaneous mechanical equipment, and balancing contractor personnel. To the extent possible, these personnel will be scheduled.
   e. Additional calibration and adjustment of the mechanical equipment included in each mechanical system for proper operation under actual operation as defined by the Commissioning Provider.
   f. Additional testing, calibration, adjustment, tuning, and minor adjustments to the temperature controls system sequences for proper operation under actual operation as defined by the Commissioning Provider.
   g. Additional testing, calibration and adjustment of the mechanical water and air flows of each mechanical system for proper operation under actual operation as defined by the Commissioning Provider.
   h. Review final construction phase commissioning plan procedures for equipment installed, training and functional testing required under the particular subcontract.
   i. Provide training services as required

CONSTUCTION PHASE COMMISSIONING SUBMITTALS

F. Commissioning Plan – Construction Phase: Within 60 calendar days of notice to proceed, submit a preliminary construction phase commissioning plan to identify how commissioning activities will be integrated into general construction and trade activities. The plan is the key means for the CxPF to inform all parties as to how each system functions, independently and with respect to other systems. The plan shall be updated regularly and redistributed to the commissioning team for review and comment. The intent of this plan is to evoke questions, expose issues, and resolve them with input from the entire commissioning team early in construction. The commissioning plan shall identify how commissioning responsibilities are distributed. Include the following sections:

1. Executive Summary: Provide a description of the Commissioning Manual
2. Commissioning Team: Provide a listing of all commissioning team members including the names, addresses, and office/fax/cell phones number or the owner, Commissioning Provider, architect, mechanical engineer, electrical engineer, general contractor, mechanical contractor, electrical contractor, controls contractor, fire alarm system contractor and test & balance contractor.
3. System Overview: Provide a listing of design weather data, design parameters and all mechanical and electrical systems equipment data for the commissioned systems.
4. Overview of Testing Program Procedures: Provide a detailed description of the testing plan and procedures that will be implemented during the commissioning process.
5. Record Document - Sequences of Operation: Provide a detailed sequence of operation that is utilized for testing purposes. The final commissioning report shall describe any modifications to the engineer specified sequences of operation.
6. Pre-Functional Testing Checklists: Provide prefunctional testing checklist forms to the contracting team for each individual piece of mechanical equipment. The forms shall describe all events required to fully start-up a piece of equipment.
7. Functional Testing Procedures & Data Forms: Provide complete and detailed functional performance testing procedures required to fully test the entire system including the following:
   a. Operational description: This shall include, for example, the design criteria, design intent/basis of design, code requirements, specifics of the equipment to be provided, sequences of operation, operating priorities, protocols, etc. Some of these items will be provided to the CxPF with the construction package and may be copied or referenced.
   b. Each procedure shall have a unique alphanumeric designator consisting of the applicable functional performance test procedure designator followed by a dash digit suffix to distinguish multiple repetitions of the same procedure.
   c. The same procedure may be applied to multiple identical pieces of equipment or systems.

d. Identify the value for all setpoints and inputs, positions of adjustable devices, valves, dampers, and switches.
e. FPT procedures shall be a series of detailed test events, written with sufficient step-by-step information to allow a test to be repeated under identical conditions with repeatable results.
f. For each event, identify the range of acceptable results.
g. Include space to record: Description of the procedure; whether the form is for a retest of a failed procedure; identification and location of the equipment being tested; identification of instrumentation used by serial number; observed conditions at each step of the procedure; acceptable results as specified elsewhere; date of the test; names of technicians performing the procedure; name and signature of the CxPF

8. Provide samples of commissioning forms including:
   a. Deficiencies and Issues Log: Provide a sample functional performance test deficiency report form. Include space to record: Associated functional performance test data form number; date of test; name of person reporting the deficiency; description of the observations associated with the failure of the test; cause of the failure, if apparent at the time of the test; date and description of corrective action taken; name and signature of person taking corrective action; and schedule for retest.
   b. Daily Log: Provide a blank log as an example.
   c. Meeting Minutes: Provide a blank log as an example.
9. Commissioning schedule: Submit within 90 calendar days of notice to proceed.

SCHEDULE

A. Commissioning schedule: Integrate functional performance testing and commissioning requirements into the Critical Path Method (CPM) master construction schedule. Commissioning scheduling is the responsibility of the Contractor.
   1. Prior to the beginning of start-up or functional performance testing activities, update the schedule of commissioning activities monthly.
   2. Two weeks prior to the beginning of start-up or functional performance testing activities, provide a detailed two-week look-ahead schedule. Thereafter, update the two-week look-ahead schedule weekly for the duration of commissioning for that construction phase. The two-week look-ahead schedule shall identify the date, time, beginning location, contractor personnel required, and anticipated duration for each startup or test activity.

B. Commissioning of systems shall proceed per the criteria established in the specific sections that follow, with activities to be performed on a timely basis. Commissioning of systems may proceed prior to final completion of systems. The CxPF must be available to respond promptly to avoid delay to the CPM schedule.

C. Problems observed shall be addressed immediately, in terms of notification to responsible parties and actions to correct deficiencies.

COMMISSIONING MEETINGS

A. Scope Meeting: Early in the construction process, a commissioning scoping meeting involving all members of the commissioning team shall be held at a time and place designated by the Owner. The purpose of the meeting will be to familiarize all parties with the requirements of the commissioning process, and to ensure that the responsibilities of each party are clearly understood.

B. Progress Meetings:
   1. Prior to the beginning of start-up or functional performance testing activities, the CxPF will hold commissioning meetings at least monthly. These meetings may be held concurrently with the general construction meetings.
   2. Beginning two weeks prior to the commencement of start-up or functional performance testing activities, whichever is earlier, the CxPF will hold commissioning meetings at least weekly. Thereafter, and for the duration of commissioning for that construction phase, commissioning meetings will continue to be held at least weekly. These meetings may be held concurrently with the general construction meetings.

C. The CxPF may require additional meetings if the commissioning process appears to be behind schedule or if there are coordination problems. If so, the CxPF shall advise the Owner who shall in turn, direct the Contractor compliance.

TEST EQUIPMENT

A. The Division contractor for the equipment tested provides all standard or proprietary testing equipment required to perform startup and initial checkout and required functional performance testing. For example, the mechanical contractor of Division 15 is ultimately responsible for all standard or proprietary testing equipment for the Facility Controls System (FCS) in Division 15, except for equipment specific to and used by TAB in their commissioning responsibilities. The Division contractor provides two-way radios.

B. Include special or proprietary equipment, tools, software and instruments (only available from vendor, specific to a piece of equipment) required for testing equipment, according to these Contract Documents in the base bid price to the Contractor and left on site, except for stand-alone data logging equipment used by the CxPF.

C. The CxPF will provide data logging equipment, sensors, and software required to test equipment that is not monitored or controlled by the FCS.

D. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Contract Documents. If not otherwise noted, the following minimum requirements apply:
   1. Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F.
   2. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

E. Calibrate all equipment according to the manufacturer's recommended intervals and when dropped or damaged. Affix calibration tags or have certificates readily available.

COMMISSIONING REPORTS

A. Documentation - General:
   1. The Commissioning Provider shall record and maintain detailed testing data. The data record shall be comprehensive and concise.
   2. All data must be recorded as soon as possible during the course of the testing.
   3. All documentation shall have the date, time, and names of persons participating in the inspection and testing.
   4. All test instruments shall be documented for valid calibration.
   5. The recording work sheets, inspection check lists, and performance testing plans must all be approved by the Engineer and Commissioning Provider prior to the start of Functional Performance Testing.

B. Daily Commissioning Report Logs:
   1. The Commissioning Provider shall provide daily report logs to be included in the final report.
   2. The daily logs shall record the Commissioning Provider personnel and event summaries of meetings, conversations, tests, failures, solutions, procedures and successes.

C. Installation verification audit: Prior to start-up, the CxPF shall maintain a report of installation verification audit activities. Identify equipment and components verified, deficiencies noted, corrective action taken, and the dates and initials of the persons making the entries.

D. Start-up deficiency report: Within five days following start-up of each system or equipment, the CxPF shall maintain start-up deficiency report forms. Identify systems and/or equipment started up, deficiencies noted, corrective action taken, and the dates and initials of the persons making the entries.

E. Test, adjust and balance (TAB) progress reports: After TAB activities have begun, the TAB shall submit weekly TAB progress reports to the CxPF. Identify:
   1. Systems or subsystems for which preliminary balancing is complete.
   2. Systems or subsystems for which final balancing is complete.
   3. Status of deficiencies and balancing problems encountered, including corrective actions taken.
   4. Updated schedule of remaining TAB activities.

F. Deficiencies and Issues Report: At the end of each day, in which functional performance tests are conducted, the CxPF shall maintain a deficiencies and Issues (D&I) log for tests for which acceptable results were not achieved during the day.
   1. Identify tests for which acceptable results were not obtained by test number and description, and equipment identification and location. Briefly describe observations about the performance that was associated with failure to achieve acceptable results. Identify the cause of failure if such is apparent.
   2. When corrections have been completed, the CxPF shall update the functional performance test deficiency report forms. Identify corrective action taken and the dates and initials of the persons making the entries.
   3. Identify the schedule for re-testing.

G. Final Commissioning Report: The CxPF shall prepare and submit a final report with the closeout package. The binding format shall be 8 ½ x 11 bound documents with 11 x 17 fold out. This report shall contain:
   1. The report shall verify performance of HVAC equipment and systems.
   2. Document any field modifications to the testing process and why these modifications were made.
   3. The organization of the final commissioning report shall be as follows:
      a. Executive Summary of each mechanical system and problems encountered and resolved.
      b. System Overview summarizing the system design.
      c. Commissioning Plan
      d. Post Commissioned Controls Sequences and Points Lists.
      e. Prefunctional Testing Checklists

f. Functional Testing Procedures and Results
g. Deficiencies and Issues Logs
h. Daily report logs.
i. Appendix of letters, meeting minutes, memos, photos, and notes occurring during the commissioning process.

H. Hardcopy and Electronic Versions:
1. The Commissioning Plan provided prior to the on-site commissioning and the Final Commissioning Report provided at the conclusion shall be provided in hard copy (2 copies) and electronic on CD (6 copies).
2. The Commissioning Plan CD shall include files developed in the most current MS Word format.
3. The Final Commissioning Report CD shall contain scanned copies of all documentation developed and gathered during the Commissioning Process in Acrobat PDF format.

COMMISSIONING PROCEDURE

A. Sequence of testing: Commissioning shall proceed from lower to higher levels of complexity. For each discrete subsystem or system, testing at the lower level shall be completed prior to starting the next higher level of tests. In general, the order of testing from lowest to highest is:
1. Static tests (such as duct leakage tests).
2. Component functional performance tests (of motors, actuators, sensors, etc.) and start-up.
3. Balancing.
4. System functional performance tests.
5. Intersystem functional performance tests.

B. Re-testing: The Contractor shall repeat, at no additional cost to Owner, the complete functional test procedure for each test for which acceptable results are not achieved. Repeat tests until acceptable results are achieved. The CxPF shall track commissioning deficiencies until correction. Within each system, the CxPF shall provide one re-commissioning for any deficiencies. For systems with large quantities of identical equipment, a statistical re-commissioning strategy shall be applied to retest 30% of the deficiencies. The tested systems will not be witnessed by the Owner until acceptable results are achieved, documented, reviewed and accepted. Additional testing beyond a single failure may be subject to back-charges by the CxPF.

C. Correction of deficiencies:
1. Correct functional performance test deficiencies promptly and schedule retest.
2. Corrections during functional performance tests are generally prohibited to avoid consuming the time of personnel waiting for the test, but not involved in making the correction. Exceptions will be allowed if the cause of the failure is obvious and corrective action can be completed in less than five minutes. If corrections are made under this exception, the failure shall be noted on the functional performance test data form. A new functional performance test data form, marked "retest", shall be initiated after the correction has been made. The entire functional performance test procedure shall be repeated.

D. Delegated witnesses: Witnesses may be designated by the Owner or A/E to observe the commissioning process. Witnesses shall provide no labor or materials in the commissioning process. The only function of the witnesses shall be to observe and comment on the progress and results of commissioning.

OPERATIONS AND MAINTENANCE (O&M) MANUALS

A. Assist the Contractor in reviewing the O&M manuals prepared by other divisions of the work related to commissioning for compliance with the requirements of Division 1.
1. Incorporate the standard technical literature into a systems-specific document: concise, to the point, and above all, tailored specifically to this facility.
2. Obtain the equipment manufacturer's standard technical literature relevant to the operation and maintenance of the provided equipment. The literature shall be specifically oriented to the equipment provided, indicating all operation and maintenance procedures, parts lists, assembly/disassembly diagrams, and related information. Wiring diagrams must be complete and specific to the equipment provided.

B. Have all of these materials available for the training sessions.

INSTALLATION VERIFICATION

A. During construction, assist the Contractor and coordinate the AE's observation the work of the Contractor and subcontractors to ensure that all installations are being made in accordance with the intent of the contract documents.

B. Before system start-up begins, coordinate and attend a final installation verification audit with the AE. The audit shall include, but not be limited to, a check of:

1. Piping specialties including balance, control, and isolation valves.
2. Ductwork specialty items including turning devices; balance, fire, smoke, and control dampers; and access doors.
3. Control sensor types and locations.
4. Identification of piping, valves, starters, gauges, thermometers, etc.
5. Documentation of pre-start-up tests performed, including manufacturers' factory tests.
6. Accessibility to equipment in 1-3 above.

C. If any work is found to be incomplete, inaccessible, incorrect, or non-functional, make note of deficiencies and correct the deficiencies before system start-up work proceeds.

SYSTEM START-UP

A. Assist the Contractor in the development a start-up plan and deficiency list. Commence with system start-up after approval has been given to the start-up plan and the pre-functional checklists have been signed off by the Contractor and subcontractors. The CxPF and/or delegated representative shall witness system start-up and list all system and equipment deficiencies noted during start-up. The Contractor shall take corrective action on all system deficiencies noted and demonstrate suitable system operation to the CxPF.

B. Prepare start-up deficiency list forms to report deficiencies discovered in conjunction with system start-up. Start-up deficiency forms shall indicate the system being started up; the location and identification of the deficient equipment/material; date of observation; initials of the observer; observed deficiency; date of correction; initials of person making the correction; and corrective action taken.

C. Issue start-up deficiency report forms to the Contractor for corrective action. The Contractor shall advise the CxPF when all start-up deficiency list items have been corrected.

TEST, ADJUST, AND BALANCE (TAB)

A. Assist the Contractor in the coordination the air and hydronic balancing. Advise the TAB firm when systems are complete and ready for balancing. Start TAB as early as possible following systems start-ups and component functional performance tests, in order to be essentially complete prior to system functional performance tests. Coordinate TAB activities with other construction schedule activities.

B. Verify the accuracy of the TAB work prior to commencing any FPT activities that may be adversely affected by improper balancing.

C. Spot check 10% (or as specified in the scope of work) of the TAB measured flows for all air and water flows. This may be accomplished by physically measuring those flows independently of the TAB or witnessing the TAB contractors measurement of the required quantity.

FUNCTIONAL PERFORMANCE TEST PROCEDURES

A. The CxPF shall develop as a part of the construction phase commissioning plan submittal, the functional performance test (FPT) commissioning procedures and documentation to be used. Personnel experienced in the technical aspects of each system to be commissioned shall be enlarged if necessary to augment the expertise of the CxPF. Include functional performance test procedures and functional performance test data sheets for each system based upon actual system configuration. Emphasis shall be placed on testing procedures that will conclusively determine actual system performance and compliance with the design.

1. The test procedures shall fully describe system configuration and steps required for each test, appropriately documented so that another party can repeat the tests with virtually identical results.

B. The FPT procedures must confirm the performance of systems to the extent of the design intent/basis of design and applicable code under which the project was permitted. When a system is accepted, the Owner and A/E must be assured that the system is complete, works as intended, is correctly documented, and that the designated Owner staff is trained in the operation and maintenance of the system.

C. The majority of mechanical equipment requires integral safety devices to stop/prevent equipment operation unless minimum safety standards or conditions are met. This could include adequate oil pressure, proof-of-flow, non-freezing conditions, maximum head pressure, etc. Functional performance test procedures shall demonstrate the actual performance of safety shutoffs in real or closely simulated conditions of failure.

D. Systems may include safety devices and components that control a variety of equipment operating as a system. Interlocks may be hard-wired or installed via software. Functional performance test procedures shall demonstrate these interlocks.

E. The CxPF shall inform appropriate subcontractors and vendors before commissioning is started as to what the test and expected results will be. Whereas some test results and interpretations may not become evident until the actual tests are performed, all participants should have a reasonable understanding of the requirements. The commissioning plan must address the requirements and be distributed to all participants involved with that particular system.

REVIEW SOFTWARE DOCUMENTATION

A. The CxPF shall review vendor/contractor/Owner-provided detailed FCS software documentation. This includes obtaining FCS program documentation, a review of the programming approach, interface with other systems (such as lighting, fire alarm, security, clock, emergency generator monitoring, sump pumps, and utility metering), and a review of the specific software routines as applied to this project. Discrepancies in programming approaches shall be resolved to provide Owner with the most appropriate, simple, and straightforward approach to software routines.

TRAINING

A. Assist the Contractor in the preparation and submission a training plan for approval. The training plan shall include for each training session:
   1. Dates, start and finish times, and locations.
   2. Outline of the information to be presented.
   3. Names and qualifications of presenters.
   4. List of texts and other materials required to support training.

B. Obtain assistance from appropriate subcontractors and vendors to provide training for the delegated Owner operations staff as specified in Divisions 15, 16, and 17.

C. Provide edited videotaped documentation of training of the Owner staff for each system on a DVD format. Training will be in a classroom setting with the appropriate schematics, handouts, and audio/visual training aids.

D. Catalog training DVD's and deliver to the Owner with the O&M manuals as part of the closeout package.

E. Host each training session:
   1. Provide program overview and curriculum guidance.
   2. Obtain signatures of attendees on a sign-in list.

F. Equipment vendors provide training on the specifics of each system and philosophy, troubleshooting, maintenance recommendations and repair techniques as specified in the relevant sections of this specification.

G. Installation subcontractors provide training on peculiarities specific to this project and job-specific experience as specified in the relevant sections of this specification.

SYSTEMS CONCEPTS MANUAL

A. Organize and deliver a Systems Manual that includes O&M information that is organized by system rather than specification section.

B. Systems included:
   1. Chilled Water System
   2. Heating Water System
   3. Air Handling Systems (broken out by area)
   4. Exhaust Systems
   5. Terminal Unit Systems
   6. Plumbing Systems
   7. Life Safety Systems
   8. Emergency Power Systems
   9. Lighting Control Systems

C. Information to include for each system:
   1. Include only information and data that is pertinent to the installed and commissioned systems.
   2. O&M performance and submittal data.
   3. Final version of the owner's project requirements and basis of design.
   4. As-built sequences of operations for all equipment as provided by the design professionals and contractors including, point to point control diagrams, schematic diagrams, software code & flow diagrams, time-of-day schedules and schedule frequency, and detailed point listings with ranges, PID parameters, and initial setpoints.
   5. Ongoing operating instructions for all energy- and water-saving features and strategies.
   6. Functional performance tests results (benchmarks), blank test forms, and recommended schedule for ongoing benchmarking. Seasonal operational guidelines.
   7. Recommendations for recalibration frequency of sensors and actuators by type and use. Single line diagrams of each commissioned system.
   8. Troubleshooting table for ongoing achievement of the owner's project requirements.
   9. Guidelines for continuous maintenance of the owner's project requirements (operational requirements) and basis of design (basis of operation).

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
Commissioning Professional	$165.00	Per Hour
Operations Manager/Engineer	$140.00	Per Hour
Project Manager	$130.00	Per Hour
Commissioning Specialist	$130.00	Per Hour
Commissioning Technician	$125.00	Per Hour
Administrative/Clerical	$75.00	Per Hour

ADDITIONAL SERVICES

The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement.			$0
			$0
			$0

These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

Any additional services defined in attachment Exhibit H, Project Task Order per project.

REIMBURSABLE EXPENSES

The following Reimbursable Expenses are allowed:

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

For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

Any reimbursable expenses defined in attachment Exhibit H, Project Task Order per project.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement: **Samuel D. Tolman AIA Architectural Project Manager**

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.

COMMISSIONING PROFESSIONAL:	Tracy Floyd, CBCP
OPERATIONS MANAGER/ENGINEER:	Joey Ficklen, Carl Salas, P.E.
PROJECT MANAGER:	Carl Martin, Syd Ervin
COMMISSIONING SPECIALIST:	Mike Winburn
COMMISSIONING TECHNICIAN:	Debora Martin, Catrina Grayson, Chris Grayson
ADMINISTRATIVE/CLERICAL:	Lorie Bartlett, Patsy Ervin

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 NOT REQUIRED - FEE IS $25,000 OR LESS

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	Las Vegas Building Commissioning, LLC
Address	P.O. Box 60954 Boulder City, NV 89006
Telephone	702-294-0036 Office 702-294-0039 Fax
EIN or DUNS	20-8606192

Block 2 — Description

Subject Matter of Contract/Agreement:

Commissioning and LEED 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.	Tracy Floyd	899 Adams Blvd Suite B Boulder City, NV P.O. Box 60954 Boulder City, NV 89006	702-294-0036
2.	Christine Grayson	899 Adams Blvd Suite B Boulder City, NV P.O. Box 60954 Boulder City, NV 89006	702-294-0036
3.	Catrina Grayson	899 Adams Blvd Suite B Boulder City, NV P.O. Box 60954 Boulder City, NV 89006	702-294-0036
4.	Syd Ervin	899 Adams Blvd Suite B Boulder City, NV P.O. Box 60954 Boulder City, NV 89006	702-294-0036
5.	Patsy Ervin	899 Adams Blvd Suite B Boulder City, NV P.O. Box 60954 Boulder City, NV 89006	702-294-0036
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: N/A

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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

State of Nevada
County of Clark

Name

9-4-2009

Date

Subscribed and sworn to before me this 4 day of September, 2009.

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PAMELA HADLEY
No: 01-70645-1
My Appointment Expires Apr. 1, 2010

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

EXHIBIT "G"

CERTIFICATE
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

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Block 2	**Description**
Subject Matter of Contract/Agreement:	Commissioning and LEED 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.

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

Block 5

Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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

State of Nevada
County of Clark

Subscribed and sworn to before me this 4 day of September, 2009.

Notary Public

Name

9-4-2009

Date

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PAMELA HADLEY
No: 01-70645-1
My Appointment Expires Apr. 1, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of rejection of non-responsible bids and award of Bid No. 09.1730.18-DC, Neon Boneyard Park located on the north and south side of McWilliams Avenue east of Las Vegas Boulevard North and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAND, INC. ($1,884,209.60 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,884,209.60
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the construction of a new City park with passive walking and resting space adjacent to the City's historic Neon Boneyard. The park will include lighting, benches, landscape and new signage. The work will include final placement of all existing Neon Signs as determined by the City of Las Vegas. Funding for this project is being provided by the Southern Nevada Public Land Management Act (SNPLMA).

PCC: D. Collins
POC: Tracy Hoherz - (702) 889-4676

RECOMMENDATION:
That City Council approve the rejection of the bids from Preferred Contracting, Inc., General Design and Construction Co., Inc., and Franklin Construction Services, Inc. as non-responsible and approve the award of Bid No. 09.1730.18-DC, Neon Boneyard Park to Tand, Inc. in the amount of $1,884,209.60 and approve the construction conflicts and contingency reserve of $188,421. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Bid Abstract

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 16, 2009
DEPARTMENT: Finance and Business Services
ITEM DESCRIPTION: Bid No. 09.1730.18-DC, Neon Boneyard Park

This project includes the construction of a new City park that will provide passive walking and resting space adjacent to the City's historic Neon Boneyard. The park will include lighting, benches, shade canopy, landscape, irrigation and new signage. Offsite improvements include new roadway construction, sidewalk, curb, gutter and public streetlights. Work will also include construction of new block walls around the site and provide light grading and new ground cover to the sites that will house the historic neon signs. The Neon Boneyard Park project is located on the north and south side of McWilliams Avenue, east of Las Vegas Boulevard North.

To be deemed a responsive and responsible bidder, the awarded Contractor must have successfully completed three projects in the past five years similar in scope of work and construction value to this project. The criteria considered in evaluating contractor qualifications included experience providing park facility construction, block walls with retainage, shade canopy, landscaping and irrigation, illuminated signage, concrete and asphalt work and other specialty work associated with historic neon signs. The performance of the scope requires an A or AB contractor's license.

Preferred Contracting, Inc. submitted one project for consideration rather than three as required in the bid document and was therefore deemed non-responsible. General Design & Construction Co., Inc. and Franklin Construction Services, Inc. both have General Building (B) contractor licenses which do not meet the licensing requirements for this project and as such are deemed as non-responsible.

Bid Abstract

09.1730.18-DC
NEON BONEYARD PARK

				Preferred Contracting, Inc.		Franklin Construction Services, Inc.		General Design & Construction Co., Inc.		Tand, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00
200.02	NEON SIGN RELOCATION	LS	1	$262,718.00	$262,718.00	$394,887.65	$394,887.65	$274,242.00	$274,242.00	$325,000.00	$325,000.00
200.03	MISCELLANEOUS NEON SIGN WORK	FA	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
201.01	CLEARING AND GRUBBING	LS	1	$15,600.00	$15,600.00	$2,331.44	$2,331.44	$11,294.00	$11,294.00	$9,400.00	$9,400.00
202.01	REMOVE CONCRETE SIDEWALK	SF	1,870	$1.30	$2,431.00	$0.94	**$1,757.80**	$2.00	$3,740.00	$1.40	$2,618.00
202.02	REMOVE CURB AND GUTTER	LF	1,370	$3.00	$4,110.00	$2.55	**$3,493.50**	$3.90	$5,343.00	$3.90	$5,343.00
202.03	REMOVE CROSS GUTTER SPANDREL	SF	315	$4.40	$1,386.00	$1.39	**$437.85**	$7.00	$2,205.00	$6.80	$2,142.00
202.04	REMOVE 6-FOOT CMU WALL	LF	380	$5.60	$2,128.00	$9.20	**$3,496.00**	$14.00	$5,320.00	$8.00	$3,040.00
202.05	REMOVE DRIVEWAY	SF	400	$3.10	$1,240.00	$1.10	**$440.00**	$6.30	$2,520.00	$3.00	$1,200.00
202.06	REMOVE TREES	EA	8	$312.00	$2,496.00	$262.29	**$2,098.32**	$206.00	$1,648.00	$360.00	$2,880.00
202.07	REMOVE AC PAVEMENT	SY	700	$9.40	$6,580.00	$4.16	**$2,912.00**	$20.35	$14,245.00	$5.00	$3,500.00
202.08	RELOCATE SIGNS	EA	3	$52.00	$156.00	$58.29	**$174.87**	$129.00	$387.00	$50.00	$150.00
202.09	REMOVE AND SALVAGE FENCE	LF	1,655	$2.60	$4,303.00	$0.15	**$248.25**	$4.00	$6,620.00	$3.00	$4,965.00
202.10	REMOVE DROP INLET	EA	1	$1,372.70	$1,372.70	$1,487.46	$1,487.46	$1,600.00	$1,600.00	$1,000.00	$1,000.00
202.11	REMOVE AND SALVAGE CONCRETE BARRICADES	EA	2	$156.00	$312.00	$145.72	**$291.44**	$491.00	**$982.00**	$250.00	$500.00
202.12	REMOVE SIGN POST	EA	4	$208.00	$832.00	$58.29	**$233.16**	$343.00	$1,372.00	$450.00	$1,800.00
203.01	ROADWAY / PARKING LOT EXCAVATION	CY	800	$17.20	$13,760.00	$12.24	**$9,792.00**	$32.00	$25,600.00	$18.00	$14,400.00
203.02	SELECTED BORROW	CY	200	$21.20	$4,240.00	$17.49	**$3,498.00**	$26.00	$5,200.00	$25.00	$5,000.00
212.01	48" BOX TREE	EA	7	$884.00	$6,188.00	$990.86	**$6,936.02**	$1,455.00	$10,185.00	$1,000.00	$7,000.00
212.02	36" BOX TREE	EA	33	$572.00	$18,876.00	$641.15	**$21,157.95**	$810.00	$26,730.00	$540.00	$17,820.00
212.03	PALM TREE	EA	8	$1,274.00	$10,192.00	$1,298.61	**$10,388.88**	$1,150.00	$9,200.00	$1,100.00	$8,800.00
212.04	SALVAGED JOSHUA TREE	EA	1	$338.00	$338.00	$874.29	$874.29	$0.00	$0.00	$900.00	$900.00
212.05	ROOT BARRIERS	LF	430	$3.70	$1,591.00	$0.58	**$249.40**	$0.52	**$223.60**	$4.00	$1,720.00
212.06	30 GALLON SHRUB	EA	6	$150.80	$904.80	$378.86	**$2,273.16**	$1,221.00	$7,326.00	$100.00	$600.00
212.07	15 GALLON SHRUB	EA	110	$93.60	$10,296.00	$93.26	**$10,258.60**	$112.00	$12,320.00	$48.00	$5,280.00
212.08	5 GALLON SHRUB	EA	446	$20.80	$9,276.80	$15.76	**$7,028.96**	$14.00	$6,244.00	$19.00	$8,474.00
212.09	DECOMPOSED GRANITE: MINUS 1/2"	SF	24,495	$0.50	$12,247.50	$0.35	**$8,573.25**	$0.31	**$7,593.45**	$0.40	$9,798.00
212.10	WHITE GRANITE ROCK: 3/4"	SF	1,190	$0.60	$714.00	$0.59	**$702.10**	$0.70	$833.00	$1.00	$1,190.00
212.11	ALUMINUM EDGING	LF	170	$2.50	$425.00	$3.50	**$595.00**	$3.00	$510.00	$2.50	$425.00
212.12	PRE-EMERGENT HERBICIDE	SF	60,360	$0.10	$6,036.00	$0.02	**$1,207.20**	$0.01	**$603.60**	$0.05	$3,018.00
212.13	PRECAST CONCRETE SITE PICNIC TABLE	EA	10	$1,560.00	$15,600.00	$676.12	**$6,761.20**	$696.00	$6,960.00	$570.00	$5,700.00
212.14	PRECAST CONCRETE SITE PICNIC TABLE CHAIR	EA	19	$1,040.00	$19,760.00	$414.14	**$7,868.66**	$511.00	$9,709.00	$370.00	$7,030.00
212.15	PRECAST CONCRETE SITE BENCH	EA	4	$1,664.00	$6,656.00	$1,632.01	**$6,528.04**	$1,791.00	$7,164.00	$1,550.00	$6,200.00
212.16	PRECAST CONCRETE TRASH RECEPTACLE	EA	2	$624.00	$1,248.00	$990.86	$1,981.72	$904.00	$1,808.00	$795.00	$1,590.00
212.17	BICYCLE RACK	EA	1	$1,040.00	$1,040.00	$816.00	$816.00	$725.00	$725.00	$700.00	$700.00
212.18	GEOTEXTILE FABRIC	SF	34,680	$0.40	$13,872.00	$0.13	**$4,508.40**	$0.40	$13,872.00	$0.20	$6,936.00
212.19	3/8" MINUS CHAT	SF	34,680	$0.60	$20,808.00	$0.47	**$16,299.60**	$0.55	$19,074.00	$0.50	$17,340.00

				Preferred Contracting, Inc.		Franklin Construction Services, Inc.		General Design & Construction Co., Inc.		Tand, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
213.01	IRRIGATION SYSTEM	LS	1	$20,800.00	$20,800.00	$30,360.01	$30,360.01	$26,886.00	$26,886.00	$30,000.00	$30,000.00
302.01	TYPE II AGGREGATE BASE	CY	410	$28.80	$11,808.00	$27.01	**$11,074.10**	$28.00	**$11,480.00**	$50.00	$20,500.00
402.01	2" AC PAVEMENT	SY	1,785	$8.00	$14,280.00	$8.97	**$16,011.45**	$14.00	$24,990.00	$9.80	$17,493.00
402.02	3" AC PAVEMENT	SY	655	$15.40	$10,087.00	$16.46	**$10,781.30**	$23.00	$15,065.00	$14.60	$9,563.00
502.01	CONCRETE MONUMENT	EA	5	$986.90	$4,934.50	$467.45	**$2,337.25**	$1,238.00	$6,190.00	$1,600.00	$8,000.00
502.02	COLORED CONCRETE STAGE	LS	1	$10,834.30	$10,834.30	$2,308.13	$2,308.13	$12,375.00	$12,375.00	$3,200.00	$3,200.00
506.01	SHADE STRUCTURE	LS	1	$73,831.70	$73,831.70	$43,031.39	$43,031.39	$42,305.00	$42,305.00	$53,000.00	$53,000.00
506.02	VERTICAL SIGN PYLON	LS	1	$69,952.40	$69,952.40	$49,522.12	$49,522.12	$25,275.00	$25,275.00	$26,000.00	$26,000.00
570.01	LOW CMU WALL AND TUBULAR STEEL FENCE	LF	270	$138.20	$37,314.00	$127.24	**$34,354.80**	$86.00	$23,220.00	$85.00	$22,950.00
570.02	LOW CMU WALL	LF	65	$60.80	$3,952.00	$110.42	**$7,177.30**	$92.00	$5,980.00	$59.00	$3,835.00
570.03	8' CMU WALL	LF	812	$99.50	$80,794.00	$129.58	**$105,218.96**	$98.00	$79,576.00	$83.00	$67,396.00
570.04	HIGH CMU RETAINING WALL AND TUBULAR STEEL FENCE	LF	233	$156.40	$36,441.20	$249.66	**$58,170.78**	$220.00	$51,260.00	$285.00	$66,405.00
570.05	8' CMU RETAINING WALL	LF	170	$122.10	$20,757.00	$223.41	**$37,979.70**	$139.00	$23,630.00	$145.00	$24,650.00
570.06	TRASH ENCLOSURE	LS	1	$17,296.30	$17,296.30	$8,547.06	$8,547.06	$17,900.00	$17,900.00	$25,000.00	$25,000.00
570.07	DECORATE CMU SCREEN WALL	LF	28	$114.40	$3,203.20	$169.49	**$4,745.72**	$185.00	$5,180.00	$227.00	$6,356.00
609.01	NDOT TYPE 3 DROP INLET (A=4.5')	EA	1	$6,260.70	$6,260.70	$9,391.04	$9,391.04	$13,162.00	$13,162.00	$3,500.00	$3,500.00
609.02	TYPE III STORM DRAIN MANHOLE	EA	1	$4,680.00	$4,680.00	$7,040.95	$7,040.95	$13,936.00	$13,936.00	$4,900.00	$4,900.00
609.03	CONCRETE FLUME	EA	1	$1,040.00	$1,040.00	$131.73	$131.73	$660.00	$660.00	$500.00	$500.00
613.01	COLORED CONCRETE SIDEWALK	SF	2,100	$6.30	$13,230.00	$3.79	**$7,959.00**	$6.00	$12,600.00	$4.24	$8,904.00
613.02	STAMPED CONCRETE SIDEWALK	SF	900	$7.80	$7,020.00	$4.39	**$3,951.00**	$6.00	$5,400.00	$4.00	$3,600.00
613.03	CONCRETE SIDEWALK	SF	8,950	$4.20	$37,590.00	$3.26	**$29,177.00**	$3.00	$26,850.00	$3.80	$34,010.00
613.04	TYPE "A" ISLAND CURB	LF	340	$12.50	$4,250.00	$7.23	**$2,458.20**	$7.00	$2,380.00	$9.70	$3,298.00
613.05	TYPE "L" CURB AND GUTTER	LF	955	$17.70	$16,903.50	$11.07	**$10,571.85**	$9.00	$8,595.00	$11.20	$10,696.00
613.06	CONCRETE CROSS GUTTER	SF	2,055	$6.80	$13,974.00	$8.16	**$16,768.80**	$8.00	$16,440.00	$11.20	$23,016.00
613.07	COMMERCIAL DRIVEWAY (OPTION A)	SF	450	$8.40	$3,780.00	$6.99	**$3,145.50**	$8.00	$3,600.00	$8.40	$3,780.00
613.08	BUS TURNOUT	SY	400	$8.40	$3,360.00	$69.65	**$27,860.00**	$75.00	$30,000.00	$101.00	$40,400.00
613.09	PRECAST BUMPER BLOCK	EA	11	$88.40	$972.40	$25.75	**$283.25**	$82.00	$902.00	$40.00	$440.00
613.10	CONCRETE CROSS GUTTER SPANDREL	SF	340	$8.40	$2,856.00	$9.91	**$3,369.40**	$8.00	$2,720.00	$11.20	$3,808.00
613.11	SIDEWALK RAMP (CASE I)	EA	7	$832.00	$5,824.00	$291.43	$2,040.01	$464.00	$3,248.00	$367.00	$2,569.00
613.12	SIDEWALK RAMP (CASE II)	EA	1	$832.00	$832.00	$291.43	$291.43	$464.00	$464.00	$367.00	$367.00
613.13	STAMPED CONCRETE SIDEWALK RAMP (CASE II)	EA	3	$832.00	$2,496.00	$582.86	$1,748.58	$542.00	$1,626.00	$367.00	$1,101.00
613.14	SIDEWALK RAMP (CASE III)	EA	1	$832.00	$832.00	$291.43	$291.43	$464.00	$464.00	$367.00	$367.00
613.15	SIDEWALK DRAIN	EA	1	$1,248.00	$1,248.00	$291.43	$291.43	$1,238.00	$1,238.00	$1,210.00	$1,210.00
613.16	2' U-CHANNEL	LF	30	$46.80	$1,404.00	$15.54	**$466.20**	$13.00	$390.00	$10.50	$315.00
613.17	2' VALLEY GUTTER	LF	335	$6.30	$2,110.50	$7.58	**$2,539.30**	$12.00	$4,020.00	$20.00	$6,700.00
616.01	4' SLIDING VEHICLE GATE	EA	1	$4,492.80	$4,492.80	$10,001.88	$10,001.88	$5,461.00	$5,461.00	$7,890.00	$7,890.00
616.02	8' SLIDING VEHICLE GATE	EA	4	$3,993.60	$15,974.40	$7,682.09	**$30,728.36**	$4,031.00	$16,124.00	$4,215.00	$16,860.00
616.03	4' PEDESTRIAN EGRESS GATE	EA	2	$540.80	$1,081.60	$2,494.64	$4,989.28	$941.00	$1,882.00	$800.00	$1,600.00
616.04	8' PEDESTRIAN EGRESS GATE	EA	1	$1,019.20	$1,019.20	$4,570.79	$4,570.79	$1,858.00	$1,858.00	$1,940.00	$1,940.00
616.05	8' DECORATIVE PEDESTRIAN GATE	EA	4	$1,664.00	$6,656.00	$2,438.98	**$9,755.92**	$2,555.00	$10,220.00	$2,600.00	$10,400.00
616.06	6' HIGH PERMANENT CHAIN LINK FENCE	LF	570	$26.00	$14,820.00	$2.05	**$1,168.50**	$41.00	$23,370.00	$41.00	$23,370.00
616.07	DOUBLE LEAF STEEL SWING VEHICLE GATE	EA	1	$3,328.00	$3,328.00	$4,847.06	$4,847.06	$2,425.00	$2,425.00	$2,500.00	$2,500.00
616.08	20' DOUBLE SWING CHAIN LINK GATE	EA	1	$2,912.00	$2,912.00	$699.43	$699.43	$1,538.00	$1,538.00	$1,200.00	$1,200.00
622.01	CONSTRUCTION SURVEYING	LS	1	$5,803.20	$5,803.20	$6,994.32	$6,994.32	$9,239.00	$9,239.00	$10,000.00	$10,000.00

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				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.01	RELOCATE STREETLIGHT	EA	1	$1,040.00	$1,040.00	$2,273.15	$2,273.15	$1,325.00	$1,325.00	$1,500.00	$1,500.00
623.02	NO 3-1/2 PULLBOX "STREETLIGHTING"	EA	4	$156.00	$624.00	$250.63	$1,002.52	$262.00	$1,048.00	$158.00	$632.00
623.03	100 W HPS STREETLIGHT ASSEMBLY	EA	4	$1,965.60	$7,862.40	$3,030.87	**$12,123.48**	$2,700.00	$10,800.00	$1,984.00	$7,936.00
623.04	150 W HPS STREETLIGHT ASSEMBLY	EA	2	$1,965.60	$3,931.20	$3,030.87	$6,061.74	$2,700.00	$5,400.00	$1,984.00	$3,968.00
623.05	1 1/4" PVC CONDUIT WITH CONDUCTOR WIRE "STREETLIGHTING"	LF	1,000	$12.70	$12,700.00	$18.51	**$18,510.00**	$14.00	$14,000.00	$13.00	$13,000.00
623.06	1 1/4" PVC CONDUIT (STUB AND CAP) "STREETLIGHTING"	LF	77	$3.80	$292.60	$9.04	**$696.08**	$8.00	$616.00	$3.80	$292.60
623.07	2" PVC CONDUIT WITH 2#4 AND 1#8 THW WIRES "STREETLIGHTING"	LF	190	$15.40	$2,926.00	$14.65	**$2,783.50**	$14.00	$2,660.00	$15.50	$2,945.00
623.08	MODIFY EXISTING STREETLIGHT FOUNDATION	EA	1	$832.00	$832.00	$1,049.15	$1,049.15	$1,326.00	$1,326.00	$840.00	$840.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$17,971.20	$17,971.20	$20,982.96	$20,982.96	$17,389.00	$17,389.00	$20,000.00	$20,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	4	$124.80	$499.20	$145.72	**$582.88**	$123.00	$492.00	$100.00	$400.00
625.02	ARROW DISPLAY	DAY	4	$33.30	$133.20	$116.57	**$466.28**	$33.00	$132.00	$50.00	$200.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	12	$171.60	$2,059.20	$112.30	**$1,347.60**	$320.00	$3,840.00	$175.00	$2,100.00
627.02	PERMANENT SIGN (GATE MOUNTED)	EA	10	$114.40	$1,144.00	$25.65	**$256.50**	$88.00	$880.00	$117.00	$1,170.00
627.03	PERMANENT SIGN (STREETLIGHT POLE MOUNTED)	EA	1	$114.40	$114.40	$89.76	$89.76	$181.00	$181.00	$120.00	$120.00
628.01	PARKING LOT STRIPING	LS	1	$364.00	$364.00	$103.87	$103.87	$465.00	$465.00	$500.00	$500.00
628.02	HANDICAP SYMBOLS	EA	2	$26.00	$52.00	$27.98	**$55.96**	$47.00	$94.00	$27.00	$54.00
628.03	NDOT TYPE 2 MARKING FILM FOR CROSSWALKS AND STOP BARS	SF	300	$5.00	$1,500.00	$5.54	**$1,662.00**	$5.00	$1,500.00	$5.00	$1,500.00
629.01	NEW WATER SERVICE INSTALLATION	EA	1	$1,560.00	$1,560.00	$1,748.58	$1,748.58	$3,613.00	$3,613.00	$2,900.00	$2,900.00
629.02	NEW 1" RPPA INSTALLATION	EA	2	$1,248.00	$2,496.00	$1,398.86	**$2,797.72**	$1,342.00	$2,684.00	$2,000.00	$4,000.00
629.03	RELOCATE EXISTING WATER METER	EA	1	$1,560.00	$1,560.00	$2,078.48	$2,078.48	$1,961.00	$1,961.00	$900.00	$900.00
629.04	REMOVE EXISTING WATER METER & BOX AND SERVICE LATERAL	EA	3	$520.00	$1,560.00	$557.99	$1,673.97	$1,891.00	$5,673.00	$1,500.00	$4,500.00
629.05	VERTICAL ADJUST WATER VALVE COVER	EA	3	$520.00	$1,560.00	$174.86	**$524.58**	$258.00	$774.00	$400.00	$1,200.00
629.06	VERTICAL ADJUST FIRE HYDRANT	EA	2	$832.00	$1,664.00	$384.69	$769.38	$465.00	$930.00	$700.00	$1,400.00
630.01	6" PVC SANITARY SEWER LATERAL	LF	10	$150.80	$1,508.00	$62.25	**$622.50**	$206.00	$2,060.00	$900.00	$9,000.00
630.02	ADJUST MANHOLE	EA	3	$832.00	$2,496.00	$699.43	**$2,098.29**	$1,084.00	$3,252.00	$650.00	$1,950.00
630.03	REPLACE EXISTING CONCRETE SEWER MANHOLE COVER	EA	3	$676.00	$2,028.00	$471.73	**$1,415.19**	$1,394.00	$4,182.00	$400.00	$1,200.00
633.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	1	$10.40	$10.40	$29.14	$29.14	$41.00	$41.00	$30.00	$30.00
637.01	DUST CONTROL	LS	1	$21,944.00	$21,944.00	$17,485.80	$17,485.80	$3,616.00	$3,616.00	$7,000.00	$7,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$4,680.00	$4,680.00	$582.86	$582.86	$6,555.00	$6,555.00	$1,500.00	$1,500.00
637.03	BALLAST REMOVAL	EA	630	$35.40	$22,302.00	$26.66	**$16,795.80**	$39.00	$24,570.00	$35.60	$22,428.00
637.04	TRANSFORMER REMOVAL	EA	275	$35.40	$9,735.00	$26.66	**$7,331.50**	$39.00	$10,725.00	$35.60	$9,790.00
639.01	VERTICAL LED SIGN	LS	1	$82,680.00	$82,680.00	$110,106.92	$110,106.92	$113,372.00	$113,372.00	$107,100.00	$107,100.00
672.01	PARKING LOT METAL HALIDE F1 & F1B - POLE AND BASE	EA	7	$3,380.00	$23,660.00	$3,441.04	**$24,087.28**	$2,529.00	$17,703.00	$3,600.00	$25,200.00
672.02	PEDESTRIAN TRAIL METAL HALIDE - F2 - POLE AND BASE	EA	5	$3,296.80	$16,484.00	$3,253.29	**$16,266.45**	$2,395.00	$11,975.00	$3,600.00	$18,000.00
672.03	BOLLARD METAL HALIDE - F3	EA	8	$2,002.00	$16,016.00	$2,134.43	**$17,075.44**	$2,201.00	$17,608.00	$2,500.00	$20,000.00
672.04	LED LIGHT - RAMADA - F4	LS	1	$20,176.00	$20,176.00	$1,748.58	$1,748.58	$8,705.00	$8,705.00	$20,400.00	$20,400.00
672.05	IN-GROUND UPLIGHT METAL HALIDE - F5	EA	8	$790.40	$6,323.20	$606.17	**$4,849.36**	$882.00	$7,056.00	$800.00	$6,400.00
672.06	RECESSED DOWNLIGHT LED – F5B	EA	5	$769.60	$3,848.00	$722.75	**$3,613.75**	$680.00	$3,400.00	$777.00	$3,885.00

ITEM NO.	DESCRIPTION	U O M	QTY	Preferred Contracting, Inc. UNIT PRICE	Preferred Contracting, Inc. EXTENDED PRICE	Franklin Construction Services, Inc. UNIT PRICE	Franklin Construction Services, Inc. EXTENDED PRICE	General Design & Construction Co., Inc. UNIT PRICE	General Design & Construction Co., Inc. EXTENDED PRICE	Tand, Inc. UNIT PRICE	Tand, Inc. EXTENDED PRICE
672.07	IN-GROUND UPLIGHT METAL HALIDE - F6	EA	10	$790.40	$7,904.00	$699.43	$6,994.30	$881.00	$8,810.00	$800.00	$8,000.00
672.08	SURFACE MOUNT FLUORESCENT FIXTURE - F7	EA	22	$228.80	$5,033.60	$72.86	$1,602.92	$341.00	$7,502.00	$231.00	$5,082.00
672.09	400A MAIN SWITCHBOARD	LS	1	$16,120.00	$16,120.00	$18,762.26	$18,762.26	$17,784.00	$17,784.00	$16,300.00	$16,300.00
672.10	½" SEALTITE CABLE W/3 #10	LF	120	$31.20	$3,744.00	$8.39	$1,006.80	$8.40	$1,008.00	$32.00	$3,840.00
672.11	#10 CONDUCTORS	LF	190	$0.30	$57.00	$0.63	$119.70	$1.00	$190.00	$0.30	$57.00
672.12	#8 CONDUCTORS	LF	1,400	$0.50	$700.00	$0.85	$1,190.00	$1.20	$1,680.00	$0.50	$700.00
672.13	#6 CONDUCTORS	LF	5,930	$0.70	$4,151.00	$1.00	$5,930.00	$2.00	$11,860.00	$0.70	$4,151.00
672.14	#2 CONDUCTORS	LF	660	$1.70	$1,122.00	$1.85	$1,221.00	$2.00	$1,320.00	$1.70	$1,122.00
672.15	1-1/4" PVC CONDUIT	LF	3,990	$1.50	$5,985.00	$1.86	$7,421.40	$6.00	$23,940.00	$1.50	$5,985.00
672.16	1" PVC CONDUIT	LF	200	$1.10	$220.00	$1.86	$372.00	$7.00	$1,400.00	$1.10	$220.00
672.17	4" PVC CONDUIT	LF	50	$5.10	$255.00	$5.11	$255.50	$12.00	$600.00	$5.20	$260.00
672.18	IRRIGATION CONTROLLER	LS	1	$9,203.40	$9,203.40	$2,425.86	$2,425.86	$12,343.00	$12,343.00	$8,000.00	$8,000.00
672.19	SCULPTURE LIGHT	LS	1	$1,248.00	$1,248.00	$291.43	$291.43	$445.00	$445.00	$1,260.00	$1,260.00
672.20	NO 3-1/2 PULLBOX	EA	3	$612.60	$1,837.80	$461.63	$1,384.89	$262.00	$786.00	$620.00	$1,860.00
672.21	NO 7 PULLBOX	EA	17	$447.20	$7,602.40	$588.69	$10,007.73	$469.00	$7,973.00	$452.00	$7,684.00
672.22	WP RECEPTACLE	EA	4	$315.20	$1,260.80	$69.94	$279.76	$1,286.00	$5,144.00	$320.00	$1,280.00
672.23	NEVADA ENERGY FACILITIES	LS	1	$89,551.30	$89,551.30	$54,497.41	$54,497.41	$65,450.00	$65,450.00	$90,415.00	$90,415.00
672.24	EMBARQ FACILITIES	LS	1	$40,591.20	$40,591.20	$33,502.79	$33,502.79	$28,141.00	$28,141.00	$41,000.00	$41,000.00
672.25	COX COMMUNICATIONS FACILITIES	LS	1	$23,676.70	$23,676.70	$18,243.52	$18,243.52	$32,247.00	$32,247.00	$23,905.00	$23,905.00
693.01	CCTV INSPECTION	LS	1	$12,480.00	$12,480.00	$932.58	$932.58	$3,097.00	$3,097.00	$100.00	$100.00
	Total Base Bid Amount				$1,843,848.90		$1,867,930.73		$1,869,845.65		**$1,884,209.60**
							Corrected		Corrected		
	Engineer's Estimate										
	Responsive Bidder										**Yes**
	Responsible Bidder				**No**		**No**		**No**		**Yes**
					Requires three projects, has completed none		Requires an "A" or "AB" license, bidder has a "B" License		Requires an "A" or "AB" license, bidder has a "B" License		

TO: Cheri Edelman Please review and approve recommended award to Tand, Inc.

in the amount of $ 1,884,209.60

Lloyd Davis Dianne Collins 11/25/09

Purchasing & Contracts Representative Date

Cheri Edelman 11/30/09

Using Department Authorized Rep Signature Date

				City Plan Development, Inc DBA SAVI Construction		Hardy Construction, Inc.		CG & B Enterprises, Inc.		El Camino Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00
200.02	NEON SIGN RELOCATION	LS	1	$139,765.00	$139,765.00	$274,782.97	$274,782.97	$405,672.96	$405,672.96	$345,350.00	$345,350.00
200.03	MISCELLANEOUS NEON SIGN WORK	FA	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
201.01	CLEARING AND GRUBBING	LS	1	$10,485.00	$10,485.00	$2,455.97	$2,455.97	$1,500.00	$1,500.00	$6,400.00	$6,400.00
202.01	REMOVE CONCRETE SIDEWALK	SF	1,870	$0.62	$1,159.40	$0.61	$1,140.70	$1.40	$2,618.00	$2.00	$3,740.00
202.02	REMOVE CURB AND GUTTER	LF	1,370	$3.86	$5,288.20	$2.24	$3,068.80	$4.20	$5,754.00	$2.00	$2,740.00
202.03	REMOVE CROSS GUTTER SPANDREL	SF	315	$1.05	$330.75	$2.46	$774.90	$2.80	$882.00	$3.00	$945.00
202.04	REMOVE 6-FOOT CMU WALL	LF	380	$7.30	$2,774.00	$2.46	$934.80	$8.40	$3,192.00	$10.00	$3,800.00
202.05	REMOVE DRIVEWAY	SF	400	$1.33	$532.00	$0.61	$244.00	$2.24	$896.00	$3.00	$1,200.00
202.06	REMOVE TREES	EA	8	$229.58	$1,836.64	$122.80	$982.40	$168.00	$1,344.00	$400.00	$3,200.00
202.07	REMOVE AC PAVEMENT	SY	700	$3.72	$2,604.00	$5.26	$3,682.00	$3.53	**$2,471.00**	$6.00	$4,200.00
202.08	RELOCATE SIGNS	EA	3	$56.41	$169.23	$184.20	$552.60	$56.00	$168.00	$52.00	$156.00
202.09	REMOVE AND SALVAGE FENCE	LF	1,655	$0.59	$976.45	$3.00	$4,965.00	$2.52	$4,170.60	$3.00	$4,965.00
202.10	REMOVE DROP INLET	EA	1	$424.18	$424.18	$1,473.58	$1,473.58	$2,464.00	$2,464.00	$1,350.00	$1,350.00
202.11	REMOVE AND SALVAGE CONCRETE BARRICADES	EA	2	$176.55	$353.10	$368.40	$736.80	$375.00	**$750.00**	$365.00	$730.00
202.12	REMOVE SIGN POST	EA	4	$56.41	$225.64	$12.28	$49.12	$200.00	$800.00	$200.00	$800.00
203.01	ROADWAY / PARKING LOT EXCAVATION	CY	800	$13.82	$11,056.00	$6.14	$4,912.00	$12.50	$10,000.00	$5.00	$4,000.00
203.02	SELECTED BORROW	CY	200	$21.43	$4,286.00	$24.56	$4,912.00	$26.88	$5,376.00	$23.75	$4,750.00
212.01	48" BOX TREE	EA	7	$1,597.39	**$11,181.73**	$2,026.18	$14,183.26	$1,579.20	$11,054.40	$2,160.00	$15,120.00
212.02	36" BOX TREE	EA	33	$682.52	$22,523.16	$426.07	$14,060.31	$879.20	$29,013.60	$800.00	$26,400.00
212.03	PALM TREE	EA	8	$1,256.75	$10,054.00	$2,148.98	$17,191.84	$1,247.68	$9,981.44	$1,600.00	$12,800.00
212.04	SALVAGED JOSHUA TREE	EA	1	$160.20	$160.20	$613.99	$613.99	$112.00	$112.00	$150.00	$150.00
212.05	ROOT BARRIERS	LF	430	$3.38	$1,453.40	$3.68	$1,582.40	$0.56	$240.80	$16.00	$6,880.00
212.06	30 GALLON SHRUB	EA	6	$693.81	$4,162.86	$755.21	$4,531.26	$1,324.96	$7,949.76	$790.00	$4,740.00
212.07	15 GALLON SHRUB	EA	110	$110.56	$12,161.60	$120.34	$13,237.40	$120.96	$13,305.60	$112.00	$12,320.00
212.08	5 GALLON SHRUB	EA	446	$15.25	$6,801.50	$30.70	$13,692.20	$13.52	$6,029.92	$22.00	$9,812.00
212.09	DECOMPOSED GRANITE: MINUS 1/2"	SF	24,495	$0.34	$8,328.30	$0.74	$18,126.30	$0.30	$7,348.50	$0.50	$12,247.50
212.10	WHITE GRANITE ROCK: 3/4"	SF	1,190	$0.54	$642.60	$1.65	$1,963.50	$0.68	$809.20	$0.50	$595.00
212.11	ALUMINUM EDGING	LF	170	$3.38	$574.60	$4.91	$834.70	$3.00	$510.00	$6.00	$1,020.00
212.12	PRE-EMERGENT HERBICIDE	SF	60,360	$0.02	$1,207.20	$0.04	$2,414.40	$0.02	$1,207.20	$0.05	$3,018.00
212.13	PRECAST CONCRETE SITE PICNIC TABLE	EA	10	$1,119.60	$11,196.00	$1,133.43	$11,334.30	$1,431.00	$14,310.00	$1,200.00	$12,000.00
212.14	PRECAST CONCRETE SITE PICNIC TABLE CHAIR	EA	19	$589.27	$11,196.13	$0.50	**$9.50**	$1,431.00	$27,189.00	$665.00	$12,635.00
212.15	PRECAST CONCRETE SITE BENCH	EA	4	$2,348.47	$9,393.88	$1,437.97	$5,751.88	$1,113.00	$4,452.00	$2,400.00	$9,600.00
212.16	PRECAST CONCRETE TRASH RECEPTACLE	EA	2	$1,240.72	$2,481.44	$652.06	$1,304.12	$690.00	$1,380.00	$1,200.00	$2,400.00
212.17	BICYCLE RACK	EA	1	$1,161.42	$1,161.42	$859.59	$859.59	$700.00	$700.00	$1,100.00	$1,100.00
212.18	GEOTEXTILE FABRIC	SF	34,680	$0.23	$7,976.40	$0.19	$6,589.20	$0.17	$5,895.60	$0.30	$10,404.00
212.19	3/8" MINUS CHAT	SF	34,680	$0.51	$17,686.80	$0.59	$20,461.20	$0.53	$18,380.40	$0.80	$27,744.00

				City Plan Development, Inc DBA SAVI Construction		Hardy Construction, Inc.		CG & B Enterprises, Inc.		El Camino Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
213.01	IRRIGATION SYSTEM	LS	1	$17,937.40	$17,937.40	$13,385.06	$13,385.06	$26,044.58	$26,044.58	$34,000.00	$34,000.00
302.01	TYPE II AGGREGATE BASE	CY	410	$30.91	$12,673.10	$41.14	$16,867.40	$32.00	$13,120.00	$29.00	$11,890.00
402.01	2" AC PAVEMENT	SY	1,785	$10.15	$18,117.75	$5.57	$9,942.45	$9.00	$16,065.00	$10.50	$18,742.50
402.02	3" AC PAVEMENT	SY	655	$15.21	$9,962.55	$2.17	$1,421.35	$12.00	$7,860.00	$19.00	$12,445.00
502.01	CONCRETE MONUMENT	EA	5	$1,043.53	$5,217.65	$1,694.62	$8,473.10	$925.00	$4,625.00	$1,150.00	$5,750.00
502.02	COLORED CONCRETE STAGE	LS	1	$12,189.54	$12,189.54	$9,292.18	$9,292.18	$2,241.00	$2,241.00	$10,800.00	$10,800.00
506.01	SHADE STRUCTURE	LS	1	$30,583.83	$30,583.83	$51,402.31	$51,402.31	$59,475.00	$59,475.00	$111,000.00	$111,000.00
506.02	VERTICAL SIGN PYLON	LS	1	$6,716.94	$6,716.94	$39,261.20	$39,261.20	$24,063.00	$24,063.00	$2,200.00	$2,200.00
570.01	LOW CMU WALL AND TUBULAR STEEL FENCE	LF	270	$218.26	$58,930.20	$191.59	$51,729.30	$140.50	$37,935.00	$225.00	$60,750.00
570.02	LOW CMU WALL	LF	65	$188.39	$12,245.35	$168.73	$10,967.45	$109.00	$7,085.00	$115.00	$7,475.00
570.03	8' CMU WALL	LF	812	$156.45	$127,037.40	$143.50	$116,522.00	$103.00	$83,636.00	$155.00	$125,860.00
570.04	HIGH CMU RETAINING WALL AND TUBULAR STEEL FENCE	LF	233	$241.49	$56,267.17	$307.15	$71,565.95	$281.00	$65,473.00	$250.00	$58,250.00
570.05	8' CMU RETAINING WALL	LF	170	$330.24	$56,140.80	$268.82	$45,699.40	$216.00	$36,720.00	$170.00	$28,900.00
570.06	TRASH ENCLOSURE	LS	1	$16,510.31	$16,510.31	$15,834.89	$15,834.89	$11,962.00	$11,962.00	$24,000.00	$24,000.00
570.07	DECORATE CMU SCREEN WALL	LF	28	$176.93	$4,954.04	$173.67	$4,862.76	$180.00	$5,040.00	$180.00	$5,040.00
609.01	NDOT TYPE 3 DROP INLET (A=4.5')	EA	1	$12,973.59	$12,973.59	$13,251.21	$13,251.21	$5,152.00	$5,152.00	$11,750.00	$11,750.00
609.02	TYPE III STORM DRAIN MANHOLE	EA	1	$5,730.94	$5,730.94	$6,238.17	$6,238.17	$5,448.00	$5,448.00	$8,500.00	$8,500.00
609.03	CONCRETE FLUME	EA	1	$225.63	$225.63	$785.91	$785.91	$1,120.00	$1,120.00	$170.00	$170.00
613.01	COLORED CONCRETE SIDEWALK	SF	2,100	$5.64	$11,844.00	$6.57	$13,797.00	$11.20	$23,520.00	$6.00	$12,600.00
613.02	STAMPED CONCRETE SIDEWALK	SF	900	$9.26	$8,334.00	$7.37	$6,633.00	$9.40	$8,460.00	$6.00	$5,400.00
613.03	CONCRETE SIDEWALK	SF	8,950	$4.40	$39,380.00	$3.50	$31,325.00	$4.50	$40,275.00	$5.50	$49,225.00
613.04	TYPE "A" ISLAND CURB	LF	340	$11.28	$3,835.20	$9.21	$3,131.40	$10.60	$3,604.00	$20.00	$6,800.00
613.05	TYPE "L" CURB AND GUTTER	LF	955	$15.11	$14,430.05	$10.44	$9,970.20	$12.25	$11,698.75	$19.00	$18,145.00
613.06	CONCRETE CROSS GUTTER	SF	2,055	$11.28	$23,180.40	$9.21	$18,926.55	$11.00	$22,605.00	$7.00	$14,385.00
613.07	COMMERCIAL DRIVEWAY (OPTION A)	SF	450	$9.03	$4,063.50	$9.21	$4,144.50	$7.10	$3,195.00	$7.50	$3,375.00
613.08	BUS TURNOUT	SY	400	$82.64	$33,056.00	$88.66	$35,464.00	$88.50	$35,400.00	$61.00	$24,400.00
613.09	PRECAST BUMPER BLOCK	EA	11	$42.87	$471.57	$55.26	$607.86	$45.00	$495.00	$85.00	$935.00
613.10	CONCRETE CROSS GUTTER SPANDREL	SF	340	$11.97	$4,069.80	$9.21	$3,131.40	$11.70	$3,978.00	$7.75	$2,635.00
613.11	SIDEWALK RAMP (CASE I)	EA	7	$564.07	$3,948.49	$552.59	$3,868.13	$896.00	$6,272.00	$160.00	$1,120.00
613.12	SIDEWALK RAMP (CASE II)	EA	1	$564.07	$564.07	$552.59	$552.59	$840.00	$840.00	$235.00	$235.00
613.13	STAMPED CONCRETE SIDEWALK RAMP (CASE II)	EA	3	$564.07	$1,692.21	$644.69	$1,934.07	$1,344.00	$4,032.00	$235.00	$705.00
613.14	SIDEWALK RAMP (CASE III)	EA	1	$564.07	$564.07	$552.59	$552.59	$840.00	$840.00	$235.00	$235.00
613.15	SIDEWALK DRAIN	EA	1	$4,004.89	$4,004.89	$1,473.58	$1,473.58	$1,512.00	$1,512.00	$1,500.00	$1,500.00
613.16	2' U-CHANNEL	LF	30	$20.31	$609.30	$15.66	$469.80	$60.00	$1,800.00	$40.00	$1,200.00
613.17	2' VALLEY GUTTER	LF	335	$13.54	$4,535.90	$14.74	$4,937.90	$8.80	$2,948.00	$17.00	$5,695.00
616.01	4' SLIDING VEHICLE GATE	EA	1	$6,536.43	$6,536.43	$5,514.89	$5,514.89	$5,395.00	$5,395.00	$5,000.00	$5,000.00
616.02	8' SLIDING VEHICLE GATE	EA	4	$5,835.86	$23,343.44	$4,814.32	$19,257.28	$3,490.00	$13,960.00	$4,800.00	$19,200.00
616.03	4' PEDESTRIAN EGRESS GATE	EA	2	$871.49	$1,742.98	$1,970.92	$3,941.84	$790.00	$1,580.00	$2,600.00	$5,200.00
616.04	8' PEDESTRIAN EGRESS GATE	EA	1	$1,579.39	$1,579.39	$3,784.66	$3,784.66	$1,800.00	$1,800.00	$3,500.00	$3,500.00
616.05	8' DECORATIVE PEDESTRIAN GATE	EA	4	$1,579.39	$6,317.56	$2,304.63	$9,218.52	$2,475.00	$9,900.00	$1,750.00	$7,000.00
616.06	6' HIGH PERMANENT CHAIN LINK FENCE	LF	570	$298.96	$170,407.20	$45.24	$25,786.80	$41.00	$23,370.00	$13.00	$7,410.00
616.07	DOUBLE LEAF STEEL SWING VEHICLE GATE	EA	1	$4,486.61	$4,486.61	$3,141.19	$3,141.19	$2,350.00	$2,350.00	$6,150.00	$6,150.00
616.08	20' DOUBLE SWING CHAIN LINK GATE	EA	1	$3,948.48	$3,948.48	$4,296.95	$4,296.95	$1,166.00	$1,166.00	$1,600.00	$1,600.00
622.01	CONSTRUCTION SURVEYING	LS	1	$6,295.01	$6,295.01	$6,852.17	$6,852.17	$6,580.00	$6,580.00	$6,400.00	$6,400.00

				City Plan Development, Inc DBA SAVI Construction		Hardy Construction, Inc.		CG & B Enterprises, Inc.		El Camino Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.01	RELOCATE STREETLIGHT	EA	1	$1,128.14	$1,128.14	$1,227.99	$1,227.99	$1,361.04	$1,361.04	$2,650.00	$2,650.00
623.02	NO 3-1/2 PULLBOX "STREETLIGHTING"	EA	4	$169.22	$676.88	$184.20	$736.80	$269.00	$1,076.00	$425.00	$1,700.00
623.03	100 W HPS STREETLIGHT ASSEMBLY	EA	4	$2,132.18	$8,528.72	$2,320.90	$9,283.60	$2,773.00	$11,092.00	$2,656.00	$10,624.00
623.04	150 W HPS STREETLIGHT ASSEMBLY	EA	2	$2,132.18	$4,264.36	$2,320.90	$4,641.80	$2,773.00	$5,546.00	$2,656.00	$5,312.00
623.05	1 1/4" PVC CONDUIT WITH CONDUCTOR WIRE "STREETLIGHTING"	LF	1,000	$13.76	$13,760.00	$14.98	$14,980.00	$14.00	$14,000.00	$15.00	$15,000.00
623.06	1 1/4" PVC CONDUIT (STUB AND CAP) "STREETLIGHTING"	LF	77	$4.06	$312.62	$4.42	$340.34	$8.40	$646.80	$12.00	$924.00
623.07	2" PVC CONDUIT WITH 2#4 AND 1#8 THW WIRES "STREETLIGHTING"	LF	190	$16.70	$3,173.00	$18.17	$3,452.30	$14.70	$2,793.00	$21.00	$3,990.00
623.08	MODIFY EXISTING STREETLIGHT FOUNDATION	EA	1	$902.51	$902.51	$982.39	$982.39	$1,361.00	$1,361.00	$2,100.00	$2,100.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$12,082.36	$12,082.36	$21,219.62	$21,219.62	$17,280.00	$17,280.00	$15,940.00	$15,940.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	4	$185.38	$741.52	$73.68	$294.72	$120.00	$480.00	$125.00	$500.00
625.02	ARROW DISPLAY	DAY	4	$115.25	$461.00	$24.56	$98.24	$32.00	$128.00	$34.00	$136.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	12	$245.82	$2,949.84	$310.17	$3,722.04	$165.00	$1,980.00	$175.00	$2,100.00
627.02	PERMANENT SIGN (GATE MOUNTED)	EA	10	$95.80	$958.00	$154.73	$1,547.30	$123.20	$1,232.00	$115.00	$1,150.00
627.03	PERMANENT SIGN (STREETLIGHT POLE MOUNTED)	EA	1	$124.10	$124.10	$171.92	$171.92	$125.40	$125.40	$115.00	$115.00
628.01	PARKING LOT STRIPING	LS	1	$227.88	$227.88	$109.41	$109.41	$399.00	$399.00	$370.00	$370.00
628.02	HANDICAP SYMBOLS	EA	2	$16.92	$33.84	$30.70	$61.40	$28.50	$57.00	$26.00	$52.00
628.03	NDOT TYPE 2 MARKING FILM FOR CROSSWALKS AND STOP BARS	SF	300	$5.36	$1,608.00	$6.75	$2,025.00	$5.50	$1,650.00	$5.00	$1,500.00
629.01	NEW WATER SERVICE INSTALLATION	EA	1	$2,075.77	$2,075.77	$1,841.98	$1,841.98	$2,300.00	$2,300.00	$2,080.00	$2,080.00
629.02	NEW 1" RPPA INSTALLATION	EA	2	$1,466.58	$2,933.16	$2,148.98	$4,297.96	$1,500.00	$3,000.00	$1,800.00	$3,600.00
629.03	RELOCATE EXISTING WATER METER	EA	1	$789.70	$789.70	$1,841.98	$1,841.98	$500.00	$500.00	$1,500.00	$1,500.00
629.04	REMOVE EXISTING WATER METER & BOX AND SERVICE LATERAL	EA	3	$2,788.76	$8,366.28	$1,964.78	$5,894.34	$1,000.00	$3,000.00	$1,025.00	$3,075.00
629.05	VERTICAL ADJUST WATER VALVE COVER	EA	3	$282.03	$846.09	$802.28	$2,406.84	$300.00	$900.00	$277.00	$831.00
629.06	VERTICAL ADJUST FIRE HYDRANT	EA	2	$282.03	$564.06	$1,381.49	$2,762.98	$1,000.00	$2,000.00	$1,036.00	$2,072.00
630.01	6" PVC SANITARY SEWER LATERAL	LF	10	$50.77	$507.70	$349.98	$3,499.80	$172.00	$1,720.00	$240.00	$2,400.00
630.02	ADJUST MANHOLE	EA	3	$800.98	$2,402.94	$1,350.79	$4,052.37	$300.00	$900.00	$420.00	$1,260.00
630.03	REPLACE EXISTING CONCRETE SEWER MANHOLE COVER	EA	3	$846.10	$2,538.30	$1,023.32	$3,069.96	$400.00	$1,200.00	$920.00	$2,760.00
633.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	1	$11.28	$11.28	$36.84	$36.84	$10.00	$10.00	$11.00	$11.00
637.01	DUST CONTROL	LS	1	$5,076.62	$5,076.62	$6,139.94	$6,139.94	**-$84,703.80**	**-$84,703.80**	$10,150.00	$10,150.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$564.07	$564.07	$4,297.95	$4,297.95	$1,272.00	$1,272.00	$6,880.00	$6,880.00
637.03	BALLAST REMOVAL	EA	630	$38.36	$24,166.80	$35.56	$22,402.80	$37.10	$23,373.00	$26.00	$16,380.00
637.04	TRANSFORMER REMOVAL	EA	275	$38.36	$10,549.00	$41.75	$11,481.25	$45.50	$12,512.50	$26.00	$7,150.00
639.01	VERTICAL LED SIGN	LS	1	$101,454.62	$101,454.62	$98,796.47	$98,796.47	$100,407.00	$100,407.00	$5,300.00	$5,300.00
672.01	PARKING LOT METAL HALIDE F1 & F1B - POLE AND BASE	EA	7	$3,666.45	$25,665.15	$3,990.96	$27,936.72	$2,597.00	$18,179.00	$2,300.00	**$16,100.00**
672.02	PEDESTRIAN TRAIL METAL HALIDE - F2 - POLE AND BASE	EA	5	$3,576.20	$17,881.00	$3,892.72	$19,463.60	$2,459.00	$12,295.00	$2,170.00	$10,850.00
672.03	BOLLARD METAL HALIDE - F3	EA	8	$2,210.45	$17,683.60	$2,363.88	$18,911.04	$2,260.00	$18,080.00	$1,910.00	$15,280.00
672.04	LED LIGHT - RAMADA - F4	LS	1	$21,885.89	$21,885.89	$23,822.95	$23,822.95	$8,938.00	$8,938.00	$12,750.00	$12,750.00
672.05	IN-GROUND UPLIGHT METAL HALIDE - F5	EA	8	$857.39	$6,859.12	$933.27	$7,466.16	$905.00	$7,240.00	$850.00	$6,800.00
672.06	RECESSED DOWNLIGHT LED – F5B	EA	5	$834.82	$4,174.10	$908.71	$4,543.55	$697.50	$3,487.50	$955.00	$4,775.00

				City Plan Development, Inc DBA SAVI Construction		Hardy Construction, Inc.		CG & B Enterprises, Inc.		El Camino Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
672.07	IN-GROUND UPLIGHT METAL HALIDE - F6	EA	10	$857.39	$8,573.90	$933.27	$9,332.70	$905.00	$9,050.00	$530.00	$5,300.00
672.08	SURFACE MOUNT FLUORESCENT FIXTURE - F7	EA	22	$248.19	$5,460.18	$270.16	$5,943.52	$350.00	$7,700.00	$475.00	$10,450.00
672.09	400A MAIN SWITCHBOARD	LS	1	$19,486.15	$19,486.15	$19,033.80	$19,033.80	$18,260.00	$18,260.00	$15,950.00	$15,950.00
672.10	½" SEALTITE CABLE W/3 #10	LF	120	$33.84	$4,060.80	$36.84	$4,420.80	$8.60	$1,032.00	$85.00	$10,200.00
672.11	#10 CONDUCTORS	LF	190	$0.24	$45.60	$0.26	$49.40	$1.00	$190.00	$1.00	$190.00
672.12	#8 CONDUCTORS	LF	1,400	$0.45	$630.00	$0.49	$686.00	$1.25	$1,750.00	$1.00	$1,400.00
672.13	#6 CONDUCTORS	LF	5,930	$0.73	$4,328.90	$0.80	**$4,744.00**	$1.50	$8,895.00	$1.00	$5,930.00
672.14	#2 CONDUCTORS	LF	660	$1.81	**$1,194.60**	$1.96	$1,293.60	$2.10	$1,386.00	$2.00	$1,320.00
672.15	1-1/4" PVC CONDUIT	LF	3,990	$5.53	**$22,064.70**	$1.72	$6,862.80	$6.50	$25,935.00	$15.00	$59,850.00
672.16	1" PVC CONDUIT	LF	200	$49.36	**$9,872.00**	$1.29	$258.00	$7.55	$1,510.00	$19.00	$3,800.00
672.17	4" PVC CONDUIT	LF	50	$27.08	**$1,354.00**	$6.02	$301.00	$12.05	$602.50	$25.00	$1,250.00
672.18	IRRIGATION CONTROLLER	LS	1	$664.47	**$664.47**	$10,744.89	$10,744.89	$11,957.00	$11,957.00	$14,850.00	$14,850.00
672.19	SCULPTURE LIGHT	LS	1	$1,353.99	$1,353.99	$1,500.00	$1,500.00	$458.00	$458.00	$315.00	$315.00
672.20	NO 3-1/2 PULLBOX	EA	3	$664.47	**$1,993.41**	$723.28	$2,169.84	$270.00	$810.00	$420.00	$1,260.00
672.21	NO 7 PULLBOX	EA	17	$485.10	$8,246.70	$528.03	$8,976.51	$481.25	$8,181.25	$525.00	$8,925.00
672.22	WP RECEPTACLE	EA	4	$341.83	$1,367.32	$372.08	$1,488.32	$1,321.00	$5,284.00	$325.00	$1,300.00
672.23	NEVADA ENERGY FACILITIES	LS	1	$86,107.00	$86,107.00	$77,854.38	$77,854.38	$99,939.00	$99,939.00	$79,700.00	$79,700.00
672.24	EMBARQ FACILITIES	LS	1	$39,030.50	$39,030.50	$33,474.93	$33,474.93	$40,446.00	$40,446.00	$42,500.00	$42,500.00
672.25	COX COMMUNICATIONS FACILITIES	LS	1	$22,766.00	$22,766.00	$17,437.42	$17,437.42	$19,481.00	$19,481.00	$31,880.00	$31,880.00
693.01	CCTV INSPECTION	LS	1	$1,455.30	$1,455.30	$14,735.84	$14,735.84	$17,369.00	$17,369.00	$800.00	$800.00
	Total Base Bid Amount				$1,949,247.09		$1,955,795.05		$1,966,621.50		$2,040,221.00
					Corrected		Corrected		Corrected		
	Engineer's Estimate							NOTE: Bidder indicated a negative amount for item 637.01 DUST CONTROL			
	Responsive Bidder										
	Responsible Bidder										
								A Clark		A Clark	

				Richardson Construction, Inc.		Gothic Landscaping, Inc.		Rafael Construction, Inc.		Kalb Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00	$130,000.00
200.02	NEON SIGN RELOCATION	LS	1	$484,185.49	$484,185.49	$368,287.50	$368,287.50	$409,514.50	$409,514.50	$354,153.00	**$354,153.00**
200.03	MISCELLANEOUS NEON SIGN WORK	FA	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
201.01	CLEARING AND GRUBBING	LS	1	$2,060.00	$2,060.00	$2,646.00	$2,646.00	$3,000.00	$3,000.00	$11,000.00	**$11,000.00**
202.01	REMOVE CONCRETE SIDEWALK	SF	1,870	$0.52	**$972.40**	$0.58	$1,084.60	$1.00	$1,870.00	$0.85	**$1,589.50**
202.02	REMOVE CURB AND GUTTER	LF	1,370	$2.06	$2,822.20	$3.59	$4,918.30	$4.00	$5,480.00	$1.60	**$2,192.00**
202.03	REMOVE CROSS GUTTER SPANDREL	SF	315	$2.00	$630.00	$0.98	$308.70	$1.00	$315.00	$2.00	**$630.00**
202.04	REMOVE 6-FOOT CMU WALL	LF	380	$2.06	$782.80	$6.79	**$2,580.20**	$7.00	$2,660.00	$14.00	**$5,320.00**
202.05	REMOVE DRIVEWAY	SF	400	$0.52	**$208.00**	$3.66	$1,464.00	$4.00	$1,600.00	$2.00	**$800.00**
202.06	REMOVE TREES	EA	8	$103.00	$824.00	$213.68	$1,709.44	$210.00	$1,680.00	$220.00	**$1,760.00**
202.07	REMOVE AC PAVEMENT	SY	700	$4.64	**$3,248.00**	$3.47	$2,429.00	$4.00	$2,800.00	$9.15	**$6,405.00**
202.08	RELOCATE SIGNS	EA	3	$77.25	$231.75	$52.50	$157.50	$50.00	$150.00	$50.00	**$150.00**
202.09	REMOVE AND SALVAGE FENCE	LF	1,655	$2.58	**$4,269.90**	$9.45	$15,639.75	$3.00	$4,965.00	$1.41	**$2,333.55**
202.10	REMOVE DROP INLET	EA	1	$1,236.00	$1,236.00	$3,040.80	$3,040.80	$2,000.00	$2,000.00	$2,800.00	**$2,800.00**
202.11	REMOVE AND SALVAGE CONCRETE BARRICADES	EA	2	$309.00	$618.00	$164.33	$328.66	$200.00	$400.00	$500.00	**$1,000.00**
202.12	REMOVE SIGN POST	EA	4	$10.30	$41.20	$210.00	$840.00	$250.00	$1,000.00	$200.00	**$800.00**
203.01	ROADWAY / PARKING LOT EXCAVATION	CY	800	$5.15	$4,120.00	$16.55	$13,240.00	$16.00	$12,800.00	$21.80	**$17,440.00**
203.02	SELECTED BORROW	CY	200	$20.60	$4,120.00	$26.06	$5,212.00	$25.00	$5,000.00	$15.00	**$3,000.00**
212.01	48" BOX TREE	EA	7	$1,493.50	$10,454.50	$1,106.70	$7,746.90	$1,700.00	$11,900.00	$1,410.00	**$9,870.00**
212.02	36" BOX TREE	EA	33	$633.45	$20,903.85	$695.10	$22,938.30	$700.00	$23,100.00	$785.00	**$25,905.00**
212.03	PALM TREE	EA	8	$1,261.75	$10,094.00	$1,434.30	$11,474.40	$1,850.00	$14,800.00	$1,114.00	**$8,912.00**
212.04	SALVAGED JOSHUA TREE	EA	1	$334.75	$334.75	$884.10	$884.10	$600.00	$600.00	$5,000.00	**$5,000.00**
212.05	ROOT BARRIERS	LF	430	$9.27	$3,986.10	$6.51	$2,799.30	$3.50	$1,505.00	$0.50	**$215.00**
212.06	30 GALLON SHRUB	EA	6	$643.75	$3,862.50	$535.50	$3,213.00	$700.00	$4,200.00	$1,183.00	**$7,098.00**
212.07	15 GALLON SHRUB	EA	110	$103.00	$11,330.00	$98.70	$10,857.00	$105.00	$11,550.00	$108.00	**$11,880.00**
212.08	5 GALLON SHRUB	EA	446	$25.75	$11,484.50	$26.25	$11,707.50	$26.00	$11,596.00	$13.52	**$6,029.92**
212.09	DECOMPOSED GRANITE: MINUS 1/2"	SF	24,495	$0.52	**$12,737.40**	$0.57	$13,962.15	$0.70	$17,146.50	$0.30	**$7,348.50**
212.10	WHITE GRANITE ROCK: 3/4"	SF	1,190	$0.93	**$1,106.70**	$0.68	$809.20	$1.50	$1,785.00	$0.68	**$809.20**
212.11	ALUMINUM EDGING	LF	170	$4.12	$700.40	$5.84	$992.80	$4.50	$765.00	$3.00	**$510.00**
212.12	PRE-EMERGENT HERBICIDE	SF	60,360	$0.21	**$12,675.60**	$0.06	$3,621.60	$0.05	$3,018.00	$0.01	**$603.60**
212.13	PRECAST CONCRETE SITE PICNIC TABLE	EA	10	$396.55	$3,965.50	$762.30	$7,623.00	$1,100.00	$11,000.00	$592.00	**$5,920.00**
212.14	PRECAST CONCRETE SITE PICNIC TABLE CHAIR	EA	19	$256.47	$4,872.93	$523.95	$9,955.05	$600.00	$11,400.00	$370.00	**$7,030.00**
212.15	PRECAST CONCRETE SITE BENCH	EA	4	$1,206.13	$4,824.52	$1,601.25	$6,405.00	$2,200.00	$8,800.00	$300.00	**$1,200.00**
212.16	PRECAST CONCRETE TRASH RECEPTACLE	EA	2	$546.93	$1,093.86	$875.70	$1,751.40	$1,260.00	$2,520.00	$674.00	**$1,348.00**
212.17	BICYCLE RACK	EA	1	$2,949.92	$2,949.92	$2,066.40	$2,066.40	$800.00	$800.00	$1,784.00	**$1,784.00**
212.18	GEOTEXTILE FABRIC	SF	34,680	$0.52	**$18,033.60**	$0.17	$5,895.60	$0.35	$12,138.00	$0.39	**$13,525.20**
212.19	3/8" MINUS CHAT	SF	34,680	$0.62	**$21,501.60**	$0.58	$20,114.40	$0.55	$19,074.00	$0.53	**$18,380.40**

				Richardson Construction, Inc.		Gothic Landscaping, Inc.		Rafael Construction, Inc.		Kalb Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
213.01	IRRIGATION SYSTEM	LS	1	$28,325.00	$28,325.00	$31,293.15	$31,293.15	$17,000.00	$17,000.00	$26,045.00	**$26,045.00**
302.01	TYPE II AGGREGATE BASE	CY	410	$20.60	$8,446.00	$29.40	$12,054.00	$30.00	$12,300.00	$63.00	**$25,830.00**
402.01	2" AC PAVEMENT	SY	1,785	$7.98	**$14,244.30**	$9.45	$16,868.25	$10.00	$17,850.00	$9.00	**$16,065.00**
402.02	3" AC PAVEMENT	SY	655	$14.38	**$9,418.90**	$14.15	$9,268.25	$14.00	$9,170.00	$13.00	**$8,515.00**
502.01	CONCRETE MONUMENT	EA	5	$413.03	$2,065.15	$1,050.00	$5,250.00	$1,300.00	$6,500.00	$1,700.00	**$8,500.00**
502.02	COLORED CONCRETE STAGE	LS	1	$3,657.53	$3,657.53	$7,746.90	$7,746.90	$15,000.00	$15,000.00	$1,500.00	**$1,500.00**
506.01	SHADE STRUCTURE	LS	1	$35,364.02	$35,364.02	$110,980.61	$110,980.61	$52,000.00	$52,000.00	$56,084.00	**$56,084.00**
506.02	VERTICAL SIGN PYLON	LS	1	$42,458.66	$42,458.66	$37,989.00	$37,989.00	$26,000.00	$26,000.00	$101,412.00	**$101,412.00**
570.01	LOW CMU WALL AND TUBULAR STEEL FENCE	LF	270	$192.04	**$51,850.80**	$168.58	$45,516.60	$145.00	$39,150.00	$296.70	**$80,109.00**
570.02	LOW CMU WALL	LF	65	$122.96	**$7,992.40**	$101.85	$6,620.25	$125.00	$8,125.00	$101.08	**$6,570.20**
570.03	8' CMU WALL	LF	812	$157.08	**$127,548.96**	$96.60	$78,439.20	$120.00	$97,440.00	$112.28	**$91,171.36**
570.04	HIGH CMU RETAINING WALL AND TUBULAR STEEL FENCE	LF	233	$236.63	**$55,134.79**	$216.41	$50,423.53	$250.00	$58,250.00	$367.10	**$85,534.30**
570.05	8' CMU RETAINING WALL	LF	170	$175.09	**$29,765.30**	$181.65	$18,678.45	$120.00	$20,400.00	$239.85	**$40,774.50**
570.06	TRASH ENCLOSURE	LS	1	$11,189.92	$11,189.92	$18,678.45	$18,678.45	$11,000.00	$11,000.00	$18,326.00	**$18,326.00**
570.07	DECORATE CMU SCREEN WALL	LF	28	$174.90	**$4,897.20**	$168.75	$4,725.00	$120.00	$3,360.00	$210.54	**$5,895.12**
609.01	NDOT TYPE 3 DROP INLET (A=4.5')	EA	1	$8,718.95	$8,718.95	$8,613.15	$8,613.15	$12,500.00	$12,500.00	$11,500.00	**$11,500.00**
609.02	TYPE III STORM DRAIN MANHOLE	EA	1	$7,622.00	$7,622.00	$7,963.20	$7,963.20	$6,000.00	$6,000.00	$5,080.00	**$5,080.00**
609.03	CONCRETE FLUME	EA	1	$116.39	$116.39	$738.15	$738.15	$750.00	$750.00	$700.00	**$700.00**
613.01	COLORED CONCRETE SIDEWALK	SF	2,100	$4.91	**$10,311.00**	$10.44	$21,924.00	$6.00	$12,600.00	$8.00	**$16,800.00**
613.02	STAMPED CONCRETE SIDEWALK	SF	900	$4.91	$4,419.00	$8.34	$7,506.00	$8.00	$7,200.00	$9.00	**$8,100.00**
613.03	CONCRETE SIDEWALK	SF	8,950	$4.97	**$44,481.50**	$4.20	$37,590.00	$4.00	$35,800.00	$6.00	**$53,700.00**
613.04	TYPE "A" ISLAND CURB	LF	340	$8.45	**$2,873.00**	$9.82	$3,338.80	$10.00	$3,400.00	$10.00	**$3,400.00**
613.05	TYPE "L" CURB AND GUTTER	LF	955	$19.16	**$18,297.80**	$11.92	$11,383.60	$16.00	$15,280.00	$20.00	**$19,100.00**
613.06	CONCRETE CROSS GUTTER	SF	2,055	$11.36	**$23,344.80**	$7.88	$16,193.40	$10.00	$20,550.00	$10.00	**$20,550.00**
613.07	COMMERCIAL DRIVEWAY (OPTION A)	SF	450	$10.34	**$4,653.00**	$7.88	$3,546.00	$9.00	$4,050.00	$8.00	**$3,600.00**
613.08	BUS TURNOUT	SY	400	$89.93	**$35,972.00**	$79.47	$31,788.00	$93.00	$37,200.00	$117.42	**$46,968.00**
613.09	PRECAST BUMPER BLOCK	EA	11	$25.75	$283.25	$89.25	$981.75	$90.00	$990.00	$85.00	**$935.00**
613.10	CONCRETE CROSS GUTTER SPANDREL	SF	340	$11.36	**$3,862.40**	$8.57	$2,913.80	$10.00	$3,400.00	$10.00	**$3,400.00**
613.11	SIDEWALK RAMP (CASE I)	EA	7	$824.00	$5,768.00	$572.25	$4,005.75	$525.00	$3,675.00	$500.00	**$3,500.00**
613.12	SIDEWALK RAMP (CASE II)	EA	1	$824.00	$824.00	$593.25	$593.25	$550.00	$550.00	$500.00	**$500.00**
613.13	STAMPED CONCRETE SIDEWALK RAMP (CASE II)	EA	3	$824.00	$2,472.00	$813.75	$2,441.25	$650.00	$1,950.00	$500.00	**$1,500.00**
613.14	SIDEWALK RAMP (CASE III)	EA	1	$824.00	$824.00	$561.75	$561.75	$650.00	$650.00	$500.00	**$500.00**
613.15	SIDEWALK DRAIN	EA	1	$1,287.50	$1,287.50	$1,504.65	$1,504.65	$1,300.00	$1,300.00	$1,800.00	**$1,800.00**
613.16	2' U-CHANNEL	LF	30	$21.22	**$636.60**	$36.75	$1,102.50	$26.00	$780.00	$18.00	**$540.00**
613.17	2' VALLEY GUTTER	LF	335	$17.59	**$5,892.65**	$12.81	$4,291.35	$21.00	$7,035.00	$12.00	**$4,020.00**
616.01	4' SLIDING VEHICLE GATE	EA	1	$3,733.75	$3,733.75	$5,668.95	$5,668.95	$6,500.00	$6,500.00	$4,890.00	**$4,890.00**
616.02	8' SLIDING VEHICLE GATE	EA	4	$4,289.95	$17,159.80	$5,100.90	$20,403.60	$4,500.00	$18,000.00	$2,705.00	**$10,820.00**
616.03	4' PEDESTRIAN EGRESS GATE	EA	2	$1,317.74	**$2,635.48**	$682.50	$1,365.00	$1,800.00	$3,600.00	$1,412.50	**$2,825.00**
616.04	8' PEDESTRIAN EGRESS GATE	EA	1	$1,849.88	$1,849.88	$1,286.25	$1,286.25	$3,300.00	$3,300.00	$2,475.00	$2,475.00
616.05	8' DECORATIVE PEDESTRIAN GATE	EA	4	$1,327.93	$5,311.72	$1,286.25	$5,145.00	$3,800.00	$15,200.00	$3,147.00	**$12,588.00**
616.06	6' HIGH PERMANENT CHAIN LINK FENCE	LF	570	$39.86	$22,720.20	$51.45	$29,326.50	$42.00	$23,940.00	$40.40	**$23,028.00**
616.07	DOUBLE LEAF STEEL SWING VEHICLE GATE	EA	1	$1,738.64	$1,738.64	$4,175.85	$4,175.85	$3,400.00	$3,400.00	$9,902.00	**$9,902.00**
616.08	20' DOUBLE SWING CHAIN LINK GATE	EA	1	$1,133.00	$1,133.00	$3,675.00	$3,675.00	$1,200.00	$1,200.00	$1,490.00	**$1,490.00**
622.01	CONSTRUCTION SURVEYING	LS	1	$1,545.00	$1,545.00	$10,500.00	$10,500.00	$8,500.00	$8,500.00	$5,580.00	**$5,580.00**

				Richardson Construction, Inc.		Gothic Landscaping, Inc.		Rafael Construction, Inc.		Kalb Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.01	RELOCATE STREETLIGHT	EA	1	$1,030.00	$1,030.00	$2,100.00	$2,100.00	$1,350.00	$1,350.00	$1,000.00	**$1,000.00**
623.02	NO 3-1/2 PULLBOX "STREETLIGHTING"	EA	4	$154.50	$618.00	$225.75	$903.00	$275.00	$1,100.00	$150.00	**$600.00**
623.03	100 W HPS STREETLIGHT ASSEMBLY	EA	4	$1,946.70	$7,786.80	$2,730.00	$10,920.00	$2,800.00	$11,200.00	$1,890.00	**$7,560.00**
623.04	150 W HPS STREETLIGHT ASSEMBLY	EA	2	$1,946.70	$3,893.40	$2,730.00	$5,460.00	$2,800.00	$5,600.00	$1,890.00	**$3,780.00**
623.05	1 1/4" PVC CONDUIT WITH CONDUCTOR WIRE "STREETLIGHTING"	LF	1,000	$12.57	**$12,570.00**	$16.67	$16,670.00	$15.00	$15,000.00	$12.20	**$12,200.00**
623.06	1 1/4" PVC CONDUIT (STUB AND CAP) "STREETLIGHTING"	LF	77	$3.71	**$285.67**	$8.14	$626.78	$9.00	$693.00	$3.60	**$277.20**
623.07	2" PVC CONDUIT WITH 2#4 AND 1#8 THW WIRES "STREETLIGHTING"	LF	190	$15.24	**$2,895.60**	$13.20	$2,508.00	$15.00	$2,850.00	$14.80	**$2,812.00**
623.08	MODIFY EXISTING STREETLIGHT FOUNDATION	EA	1	$824.00	$824.00	$945.00	$945.00	$1,350.00	$1,350.00	$800.00	**$800.00**
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$17,798.00	$17,798.00	$18,144.00	$18,144.00	$24,000.00	$24,000.00	$17,280.00	**$17,280.00**
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	4	$123.60	$494.40	$126.00	$504.00	$150.00	$600.00	$120.00	**$480.00**
625.02	ARROW DISPLAY	DAY	4	$32.96	$131.84	$33.60	$134.40	$100.00	$400.00	$32.00	**$128.00**
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	12	$2,700.66	$32,407.92	$173.25	$2,079.00	$190.00	$2,280.00	$165.00	**$1,980.00**
627.02	PERMANENT SIGN (GATE MOUNTED)	EA	10	$128.75	$1,287.50	$115.50	$1,155.00	$120.00	$1,200.00	$110.00	**$1,100.00**
627.03	PERMANENT SIGN (STREETLIGHT POLE MOUNTED)	EA	1	$149.35	$149.35	$105.00	$105.00	$120.00	$120.00	$110.00	$110.00
628.01	PARKING LOT STRIPING	LS	1	$208.06	$208.06	$367.50	$367.50	$400.00	$400.00	$7,850.00	**$7,850.00**
628.02	HANDICAP SYMBOLS	EA	2	$24.72	$49.44	$26.25	$52.50	$50.00	$100.00	$25.00	**$50.00**
628.03	NDOT TYPE 2 MARKING FILM FOR CROSSWALKS AND STOP BARS	SF	300	$8.03	**$2,409.00**	$4.99	$1,497.00	$5.00	$1,500.00	$4.75	**$1,425.00**
629.01	NEW WATER SERVICE INSTALLATION	EA	1	$1,545.00	$1,545.00	$1,173.90	$1,173.90	$2,800.00	$2,800.00	$2,600.00	**$2,600.00**
629.02	NEW 1" RPPA INSTALLATION	EA	2	$1,802.50	$3,605.00	$1,173.90	$2,347.80	$1,700.00	$3,400.00	$1,500.00	**$3,000.00**
629.03	RELOCATE EXISTING WATER METER	EA	1	$1,545.00	$1,545.00	$1,173.90	$1,173.90	$800.00	$800.00	$700.00	**$700.00**
629.04	REMOVE EXISTING WATER METER & BOX AND SERVICE LATERAL	EA	3	$566.50	$1,699.50	$1,173.90	$3,521.70	$2,500.00	$7,500.00	$1,600.00	**$4,800.00**
629.05	VERTICAL ADJUST WATER VALVE COVER	EA	3	$360.50	$1,081.50	$1,173.90	$3,521.70	$750.00	$2,250.00	$650.00	**$1,950.00**
629.06	VERTICAL ADJUST FIRE HYDRANT	EA	2	$2,472.00	$4,944.00	$1,173.90	$2,347.80	$1,250.00	$2,500.00	$1,100.00	**$2,200.00**
630.01	6" PVC SANITARY SEWER LATERAL	LF	10	$206.00	$2,060.00	$69.75	$697.50	$225.00	$2,250.00	$196.00	**$1,960.00**
630.02	ADJUST MANHOLE	EA	3	$1,030.00	$3,090.00	$1,150.80	$3,452.40	$800.00	$2,400.00	$750.00	**$2,250.00**
630.03	REPLACE EXISTING CONCRETE SEWER MANHOLE COVER	EA	3	$412.00	$1,236.00	$1,372.35	$4,117.05	$1,100.00	$3,300.00	$950.00	**$2,850.00**
633.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	1	$41.20	$41.20	$10.50	$10.50	$11.00	$11.00	$10.00	**$10.00**
637.01	DUST CONTROL	LS	1	$5,150.00	$5,150.00	$2,625.00	$2,625.00	$25,000.00	$25,000.00	$3,500.00	**$3,500.00**
637.02	NPDES DISCHARGE PERMIT	LS	1	$6,798.00	$6,798.00	$6,825.00	$6,825.00	$2,500.00	$2,500.00	$6,350.00	**$6,350.00**
637.03	BALLAST REMOVAL	EA	630	$35.02	$22,062.60	$25.20	$15,876.00	$12.00	$7,560.00	$34.00	**$21,420.00**
637.04	TRANSFORMER REMOVAL	EA	275	$35.02	$9,630.50	$35.70	$9,817.50	$30.00	$8,250.00	$34.00	**$9,350.00**
639.01	VERTICAL LED SIGN	LS	1	$104,964.21	$104,964.21	$105,781.20	$105,781.20	$110,000.00	$110,000.00	$1,500.00	**$1,500.00**
672.01	PARKING LOT METAL HALIDE F1 & F1B - POLE AND BASE	EA	7	$3,347.50	$23,432.50	$3,320.03	$23,240.21	$3,500.00	$24,500.00	$4,100.00	**$28,700.00**
672.02	PEDESTRIAN TRAIL METAL HALIDE - F2 - POLE AND BASE	EA	5	$3,265.10	$16,325.50	$3,140.48	$15,702.40	$3,400.00	$17,000.00	$3,570.00	**$17,850.00**
672.03	BOLLARD METAL HALIDE - F3	EA	8	$2,018.16	**$16,145.28**	$2,840.18	$22,721.44	$2,600.00	$20,800.00	$1,959.38	**$15,675.04**
672.04	LED LIGHT - RAMADA - F4	LS	1	$19,982.00	$19,982.00	$29,396.78	$29,396.78	$9,600.00	$9,600.00	$19,400.00	**$19,400.00**
672.05	IN-GROUND UPLIGHT METAL HALIDE - F5	EA	8	$282.80	$2,262.40	$1,565.48	$12,523.84	$900.00	$7,200.00	$760.00	**$6,080.00**
672.06	RECESSED DOWNLIGHT LED – F5B	EA	5	$762.20	$3,811.00	$1,416.59	$7,082.95	$800.00	$4,000.00	$740.00	**$3,700.00**

				Richardson Construction, Inc.		Gothic Landscaping, Inc.		Rafael Construction, Inc.		Kalb Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
672.07	IN-GROUND UPLIGHT METAL HALIDE - F6	EA	10	$782.80	$7,828.00	$1,565.48	$15,654.80	$900.00	$9,000.00	$760.00	**$7,600.00**
672.08	SURFACE MOUNT FLUORESCENT FIXTURE - F7	EA	22	$226.60	$4,985.20	$915.71	$20,145.62	$350.00	$7,700.00	$220.00	**$4,840.00**
672.09	400A MAIN SWITCHBOARD	LS	1	$15,965.00	$15,965.00	$16,900.18	$16,900.18	$19,000.00	$19,000.00	$19,500.00	**$19,500.00**
672.10	½" SEALTITE CABLE W/3 #10	LF	120	$30.90	$3,708.00	$14.70	$1,764.00	$9.00	$1,080.00	$30.00	**$3,600.00**
672.11	#10 CONDUCTORS	LF	190	$0.22	**$41.80**	$1.02	$193.80	$1.00	$190.00	$0.21	**$39.90**
672.12	#8 CONDUCTORS	LF	1,400	$0.41	**$574.00**	$5.48	$7,672.00	$1.50	$2,100.00	$0.40	**$560.00**
672.13	#6 CONDUCTORS	LF	5,930	$0.67	**$3,973.10**	$1.37	$8,124.10	$1.50	$8,895.00	$0.65	**$3,854.50**
672.14	#2 CONDUCTORS	LF	660	$1.65	**$1,089.00**	$6.90	$4,554.00	$2.00	$1,320.00	$1.60	**$1,056.00**
672.15	1-1/4" PVC CONDUIT	LF	3,990	$1.44	**$5,745.60**	$1.68	$6,703.20	$7.00	$27,930.00	$1.40	**$5,586.00**
672.16	1" PVC CONDUIT	LF	200	$1.08	**$216.00**	$1.68	$336.00	$8.00	$1,600.00	$1.05	**$210.00**
672.17	4" PVC CONDUIT	LF	50	$5.05	**$252.50**	$4.60	$230.00	$13.00	$650.00	$4.90	$255.36
672.18	IRRIGATION CONTROLLER	LS	1	$11,022.91	$11,022.91	$16,776.21	$16,776.21	$9,000.00	$9,000.00	$14,070.00	**$14,070.00**
672.19	SCULPTURE LIGHT	LS	1	$1,236.00	$1,236.00	$262.50	$262.50	$500.00	$500.00	$1,200.00	**$1,200.00**
672.20	NO 3-1/2 PULLBOX	EA	3	$606.67	$1,820.01	$225.75	$677.25	$300.00	$900.00	$589.00	**$1,767.00**
672.21	NO 7 PULLBOX	EA	17	$442.90	$7,529.30	$200.43	$3,407.31	$500.00	$8,500.00	$430.00	**$7,310.00**
672.22	WP RECEPTACLE	EA	4	$312.09	$1,248.36	$997.50	$3,990.00	$1,400.00	$5,600.00	$303.00	**$1,212.00**
672.23	NEVADA ENERGY FACILITIES	LS	1	$65,302.00	$65,302.00	$59,850.00	$59,850.00	$93,000.00	$93,000.00	$86,107.00	**$86,107.00**
672.24	EMBARQ FACILITIES	LS	1	$28,077.80	$28,077.80	$25,133.90	$25,133.90	$44,000.00	$44,000.00	$39,030.00	**$39,030.00**
672.25	COX COMMUNICATIONS FACILITIES	LS	1	$14,626.00	$14,626.00	$17,032.28	$17,032.28	$21,000.00	$21,000.00	$14,200.00	**$14,200.00**
693.01	CCTV INSPECTION	LS	1	$1,545.00	$1,545.00	$11,000.00	$11,000.00	$5,000.00	$5,000.00	$2,500.00	**$2,500.00**
	Total Base Bid Amount				$2,083,163.96		$2,062,296.59		$2,106,106.00		$2,056,639.35
					Corrected		Corrected				Corrected
	Engineer's Estimate										
	Responsive Bidder				AB Class		A Class		NRB Class		AB Class
	Responsible Bidder										

				Granite Construction Company		Larry D. Builders, Inc.		Bentar Development, Inc.		Trident Const. Corp.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$130,000.00	$130,000.00	$130,000.00	$130,000.00				
200.02	NEON SIGN RELOCATION	LS	1	$390,000.00	$390,000.00	$437,237.50	$437,237.50				
200.03	MISCELLANEOUS NEON SIGN WORK	FA	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00				
201.01	CLEARING AND GRUBBING	LS	1	$6,500.00	$6,500.00	$50,000.00	$50,000.00				
202.01	REMOVE CONCRETE SIDEWALK	SF	1,870	$2.00	$3,740.00	$5.59	$10,453.30				
202.02	REMOVE CURB AND GUTTER	LF	1,370	$4.00	$5,480.00	$12.06	$16,522.20				
202.03	REMOVE CROSS GUTTER SPANDREL	SF	315	$4.50	$1,417.50	$5.59	$1,760.85				
202.04	REMOVE 6-FOOT CMU WALL	LF	380	$15.00	$5,700.00	$31.68	$12,038.40				
202.05	REMOVE DRIVEWAY	SF	400	$3.50	$1,400.00	$5.59	$2,236.00				
202.06	REMOVE TREES	EA	8	$400.00	$3,200.00	$731.50	$5,852.00				
202.07	REMOVE AC PAVEMENT	SY	700	$15.00	$10,500.00	$20.62	$14,434.00				
202.08	RELOCATE SIGNS	EA	3	$55.00	$165.00	$500.00	$1,500.00				
202.09	REMOVE AND SALVAGE FENCE	LF	1,655	$4.00	$6,620.00	$7.63	$12,627.65				
202.10	REMOVE DROP INLET	EA	1	$800.00	$800.00	$4,256.00	$4,256.00				
202.11	REMOVE AND SALVAGE CONCRETE BARRICADES	EA	2	$200.00	$400.00	$350.00	$700.00				
202.12	REMOVE SIGN POST	EA	4	$45.00	$180.00	$299.00	**$1,196.00**				
203.01	ROADWAY / PARKING LOT EXCAVATION	CY	800	$60.00	$48,000.00	$16.63	$13,304.00				
203.02	SELECTED BORROW	CY	200	$25.00	$5,000.00	$24.61	$4,922.00				
212.01	48" BOX TREE	EA	7	$1,410.00	$9,870.00	$1,862.00	$13,034.00				
212.02	36" BOX TREE	EA	33	$790.00	$26,070.00	$804.65	$26,553.45				
212.03	PALM TREE	EA	8	$1,120.00	$8,960.00	$1,895.25	$15,162.00				
212.04	SALVAGED JOSHUA TREE	EA	1	$500.00	$500.00	$0.00	$0.00				
212.05	ROOT BARRIERS	LF	430	$0.50	$215.00	$7.00	$3,010.00				
212.06	30 GALLON SHRUB	EA	6	$1,190.00	$7,140.00	$950.00	**$5,700.00**				
212.07	15 GALLON SHRUB	EA	110	$110.00	$12,100.00	$150.00	$16,500.00				
212.08	5 GALLON SHRUB	EA	446	$14.00	$6,244.00	$22.00	$9,812.00				
212.09	DECOMPOSED GRANITE: MINUS 1/2"	SF	24,495	$0.30	$7,348.50	$0.75	$18,371.25				
212.10	WHITE GRANITE ROCK: 3/4"	SF	1,190	$0.70	$833.00	$1.60	$1,904.00				
212.11	ALUMINUM EDGING	LF	170	$3.00	$510.00	$5.50	$935.00				
212.12	PRE-EMERGENT HERBICIDE	SF	60,360	$0.01	$603.60	$0.05	$3,018.00				
212.13	PRECAST CONCRETE SITE PICNIC TABLE	EA	10	$530.00	$5,300.00	$2,000.00	$20,000.00				
212.14	PRECAST CONCRETE SITE PICNIC TABLE CHAIR	EA	19	$300.00	$5,700.00	$1,800.00	$34,200.00				
212.15	PRECAST CONCRETE SITE BENCH	EA	4	$1,340.00	$5,360.00	$1,500.00	$6,000.00				
212.16	PRECAST CONCRETE TRASH RECEPTACLE	EA	2	$750.00	$1,500.00	$1,500.00	$3,000.00				
212.17	BICYCLE RACK	EA	1	$950.00	$950.00	$1,500.00	$1,500.00				
212.18	GEOTEXTILE FABRIC	SF	34,680	$0.50	$17,340.00	$0.30	**$10,404.00**				
212.19	3/8" MINUS CHAT	SF	34,680	$0.60	$20,808.00	$1.20	$41,616.00				

				Granite Construction Company		Larry D. Builders, Inc.		Bentar Development, Inc.		Trident Const. Corp.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
213.01	IRRIGATION SYSTEM	LS	1	$27,000.00	$27,000.00	$45,000.00	$45,000.00				
302.01	TYPE II AGGREGATE BASE	CY	410	$28.00	$11,480.00	$50.00	$20,500.00				
402.01	2" AC PAVEMENT	SY	1,785	$20.00	$35,700.00	$120.00	$214,200.00				
402.02	3" AC PAVEMENT	SY	655	$25.00	$16,375.00	$153.00	$100,215.00				
502.01	CONCRETE MONUMENT	EA	5	$2,200.00	$11,000.00	$1,655.85	$8,279.25				
502.02	COLORED CONCRETE STAGE	LS	1	$14,000.00	$14,000.00	$14,949.20	$14,949.20				
506.01	SHADE STRUCTURE	LS	1	$51,000.00	$51,000.00	$57,645.00	$57,645.00				
506.02	VERTICAL SIGN PYLON	LS	1	$20,000.00	$20,000.00	$6,330.00	$6,330.00				
570.01	LOW CMU WALL AND TUBULAR STEEL FENCE	LF	270	$280.00	$75,600.00	$167.28	**$45,165.60**				
570.02	LOW CMU WALL	LF	65	$160.00	$10,400.00	$135.69	**$8,819.85**				
570.03	8' CMU WALL	LF	812	$190.00	$154,280.00	$125.02	$101,516.24				
570.04	HIGH CMU RETAINING WALL AND TUBULAR STEEL FENCE	LF	233	$400.00	$93,200.00	$326.92	**$76,172.36**				
570.05	8' CMU RETAINING WALL	LF	170	$250.00	$42,500.00	$3,311.70	**$562,989.00**				
570.06	TRASH ENCLOSURE	LS	1	$11,000.00	$11,000.00	$6,071.45	$6,071.45				
570.07	DECORATE CMU SCREEN WALL	LF	28	$150.00	$4,200.00	$226.10	$6,330.80				
609.01	NDOT TYPE 3 DROP INLET (A=4.5')	EA	1	$8,000.00	$8,000.00	$5,120.50	$5,120.50				
609.02	TYPE III STORM DRAIN MANHOLE	EA	1	$6,000.00	$6,000.00	$2,500.00	$2,500.00				
609.03	CONCRETE FLUME	EA	1	$1,400.00	$1,400.00	$1,985.00	$1,985.00				
613.01	COLORED CONCRETE SIDEWALK	SF	2,100	$18.00	$37,800.00	$13.00	$27,300.00				
613.02	STAMPED CONCRETE SIDEWALK	SF	900	$14.00	$12,600.00	$14.00	**$12,600.00**				
613.03	CONCRETE SIDEWALK	SF	8,950	$7.00	$62,650.00	$6.65	$59,517.50				
613.04	TYPE "A" ISLAND CURB	LF	340	$9.00	$3,060.00	$23.90	$8,126.00				
613.05	TYPE "L" CURB AND GUTTER	LF	955	$25.00	$23,875.00	$49.17	$46,957.35				
613.06	CONCRETE CROSS GUTTER	SF	2,055	$14.00	$28,770.00	$16.59	$34,092.45				
613.07	COMMERCIAL DRIVEWAY (OPTION A)	SF	450	$12.00	$5,400.00	$19.42	$8,739.00				
613.08	BUS TURNOUT	SY	400	$200.00	$80,000.00	$87.41	$34,964.00				
613.09	PRECAST BUMPER BLOCK	EA	11	$85.00	$935.00	$50.00	$550.00				
613.10	CONCRETE CROSS GUTTER SPANDREL	SF	340	$14.00	$4,760.00	$46.86	$15,932.40				
613.11	SIDEWALK RAMP (CASE I)	EA	7	$1,000.00	$7,000.00	$1,147.13	$8,029.91				
613.12	SIDEWALK RAMP (CASE II)	EA	1	$1,400.00	$1,400.00	$1,147.13	$1,147.13				
613.13	STAMPED CONCRETE SIDEWALK RAMP (CASE II)	EA	3	$1,400.00	$4,200.00	$1,596.00	$4,788.00				
613.14	SIDEWALK RAMP (CASE III)	EA	1	$1,400.00	$1,400.00	$1,147.13	$1,147.13				
613.15	SIDEWALK DRAIN	EA	1	$1,800.00	$1,800.00	$2,249.03	$2,249.03				
613.16	2' U-CHANNEL	LF	30	$75.00	$2,250.00	$77.18	$2,315.40				
613.17	2' VALLEY GUTTER	LF	335	$30.00	$10,050.00	$46.36	$15,530.60				
616.01	4' SLIDING VEHICLE GATE	EA	1	$5,200.00	$5,200.00	$5,712.35	$5,712.35				
616.02	8' SLIDING VEHICLE GATE	EA	4	$3,200.00	$12,800.00	$3,178.70	$12,714.80				
616.03	4' PEDESTRIAN EGRESS GATE	EA	2	$1,300.00	$2,600.00	$1,050.70	$2,101.40				
616.04	8' PEDESTRIAN EGRESS GATE	EA	1	$2,300.00	$2,300.00	$2,394.00	$2,394.00				
616.05	8' DECORATIVE PEDESTRIAN GATE	EA	4	$3,100.00	$12,400.00	$3,291.75	$13,167.00				
616.06	6' HIGH PERMANENT CHAIN LINK FENCE	LF	570	$40.00	$22,800.00	$81.12	$46,238.40				
616.07	DOUBLE LEAF STEEL SWING VEHICLE GATE	EA	1	$2,800.00	$2,800.00	$3,125.50	$3,125.50				
616.08	20' DOUBLE SWING CHAIN LINK GATE	EA	1	$1,200.00	$1,200.00	$2,394.00	$2,394.00				
622.01	CONSTRUCTION SURVEYING	LS	1	$15,000.00	$15,000.00	$14,497.00	$14,497.00				

				Granite Construction Company		Larry D. Builders, Inc.		Bentar Development, Inc.		Trident Const. Corp.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.01	RELOCATE STREETLIGHT	EA	1	$1,000.00	$1,000.00	$1,330.00	$1,330.00				
623.02	NO 3-1/2 PULLBOX "STREETLIGHTING"	EA	4	$150.00	$600.00	$199.50	$798.00				
623.03	100 W HPS STREETLIGHT ASSEMBLY	EA	4	$1,900.00	$7,600.00	$2,513.70	$10,054.80				
623.04	150 W HPS STREETLIGHT ASSEMBLY	EA	2	$1,900.00	$3,800.00	$2,513.70	$5,027.40				
623.05	1 1/4" PVC CONDUIT WITH CONDUCTOR WIRE "STREETLIGHTING"	LF	1,000	$13.00	$13,000.00	$16.23	$16,230.00				
623.06	1 1/4" PVC CONDUIT (STUB AND CAP) "STREETLIGHTING"	LF	77	$3.60	$277.20	$4.79	$368.83				
623.07	2" PVC CONDUIT WITH 2#4 AND 1#8 THW WIRES "STREETLIGHTING"	LF	190	$15.00	$2,850.00	$19.68	$3,739.20				
623.08	MODIFY EXISTING STREETLIGHT FOUNDATION	EA	1	$800.00	$800.00	$1,064.00	$1,064.00				
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$7,000.00	$7,000.00	$25,000.00	$25,000.00				
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	4	$135.00	$540.00	$1,000.00	$4,000.00				
625.02	ARROW DISPLAY	DAY	4	$110.00	$440.00	$1,000.00	$4,000.00				
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	12	$180.00	$2,160.00	$290.61	$3,487.32				
627.02	PERMANENT SIGN (GATE MOUNTED)	EA	10	$120.00	$1,200.00	$0.00	$0.00				
627.03	PERMANENT SIGN (STREETLIGHT POLE MOUNTED)	EA	1	$120.00	$120.00	$500.00	$500.00				
628.01	PARKING LOT STRIPING	LS	1	$400.00	$400.00	$9,500.00	$9,500.00				
628.02	HANDICAP SYMBOLS	EA	2	$25.00	$50.00	$200.00	$400.00				
628.03	NDOT TYPE 2 MARKING FILM FOR CROSSWALKS AND STOP BARS	SF	300	$5.00	$1,500.00	$10.00	$3,000.00				
629.01	NEW WATER SERVICE INSTALLATION	EA	1	$3,700.00	$3,700.00	$1,050.00	$1,050.00				
629.02	NEW 1" RPPA INSTALLATION	EA	2	$1,500.00	$3,000.00	$1,850.00	$3,700.00				
629.03	RELOCATE EXISTING WATER METER	EA	1	$2,600.00	$2,600.00	$750.00	$750.00				
629.04	REMOVE EXISTING WATER METER & BOX AND SERVICE LATERAL	EA	3	$200.00	$600.00	$1,050.00	$3,150.00				
629.05	VERTICAL ADJUST WATER VALVE COVER	EA	3	$600.00	$1,800.00	$750.00	$2,250.00				
629.06	VERTICAL ADJUST FIRE HYDRANT	EA	2	$1,800.00	$3,600.00	$1,050.00	$2,100.00				
630.01	6" PVC SANITARY SEWER LATERAL	LF	10	$160.00	$1,600.00	$1,200.00	**$12,000.00**				
630.02	ADJUST MANHOLE	EA	3	$900.00	$2,700.00	$1,250.00	$3,750.00				
630.03	REPLACE EXISTING CONCRETE SEWER MANHOLE COVER	EA	3	$1,500.00	$4,500.00	$1,250.00	$3,750.00				
633.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	1	$10.00	$10.00	$500.00	$500.00				
637.01	DUST CONTROL	LS	1	$28,000.00	$28,000.00	$6,600.00	$6,600.00				
637.02	NPDES DISCHARGE PERMIT	LS	1	$400.00	$400.00	$9,500.00	$9,500.00				
637.03	BALLAST REMOVAL	EA	630	$25.00	$15,750.00	$38.52	$24,267.60				
637.04	TRANSFORMER REMOVAL	EA	275	$80.00	$22,000.00	$62.07	**$17,069.25**				
639.01	VERTICAL LED SIGN	LS	1	$100,000.00	$100,000.00	$1,995.00	$1,995.00				
672.01	PARKING LOT METAL HALIDE F1 & F1B - POLE AND BASE	EA	7	$3,500.00	$24,500.00	$4,322.50	$30,257.50				
672.02	PEDESTRIAN TRAIL METAL HALIDE - F2 - POLE AND BASE	EA	5	$3,500.00	$17,500.00	$4,216.10	$21,080.50				
672.03	BOLLARD METAL HALIDE - F3	EA	8	$2,000.00	$16,000.00	$2,560.25	$20,482.00				
672.04	LED LIGHT - RAMADA - F4	LS	1	$21,000.00	$21,000.00	$25,802.00	$25,802.00				
672.05	IN-GROUND UPLIGHT METAL HALIDE - F5	EA	8	$800.00	$6,400.00	$1,010.00	$8,080.00				
672.06	RECESSED DOWNLIGHT LED – F5B	EA	5	$800.00	$4,000.00	$984.20	$4,921.00				

ITEM NO.	DESCRIPTION	U O M	QTY	Granite Construction Company		Larry D. Builders, Inc.		Bentar Development, Inc.		Trident Const. Corp.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
672.07	IN-GROUND UPLIGHT METAL HALIDE - F6	EA	10	$800.00	$8,000.00	$1,010.80	$10,108.00				
672.08	SURFACE MOUNT FLUORESCENT FIXTURE - F7	EA	22	$220.00	$4,840.00	$292.60	$6,437.20				
672.09	400A MAIN SWITCHBOARD	LS	1	$16,000.00	$16,000.00	$20,615.00	$20,615.00				
672.10	½" SEALTITE CABLE W/3 #10	LF	120	$30.00	$3,600.00	$39.90	$4,788.00				
672.11	#10 CONDUCTORS	LF	190	$0.25	$47.50	$0.28	$53.20				
672.12	#8 CONDUCTORS	LF	1,400	$0.45	$630.00	$0.53	$742.00				
672.13	#6 CONDUCTORS	LF	5,930	$0.70	$4,151.00	$0.86	$5,099.80				
672.14	#2 CONDUCTORS	LF	660	$1.70	$1,122.00	$2.13	$1,405.80				
672.15	1-1/4" PVC CONDUIT	LF	3,990	$1.50	$5,985.00	$1.86	$7,421.40				
672.16	1" PVC CONDUIT	LF	200	$1.10	$220.00	$1.40	$280.00				
672.17	4" PVC CONDUIT	LF	50	$5.00	$250.00	$6.52	$326.00				
672.18	IRRIGATION CONTROLLER	LS	1	$14,000.00	$14,000.00	$998.03	$998.03				
672.19	SCULPTURE LIGHT	LS	1	$1,300.00	$1,300.00	$1,596.00	$1,596.00				
672.20	NO 3-1/2 PULLBOX	EA	3	$600.00	$1,800.00	$783.37	$2,350.11				
672.21	NO 7 PULLBOX	EA	17	$450.00	$7,650.00	$571.90	$9,722.30				
672.22	WP RECEPTACLE	EA	4	$320.00	$1,280.00	$402.99	$1,611.96				
672.23	NEVADA ENERGY FACILITIES	LS	1	$95,000.00	$95,000.00	$114,522.31	$114,522.31				
672.24	EMBARQ FACILITIES	LS	1	$40,000.00	$40,000.00	$51,909.90	$51,909.90				
672.25	COX COMMUNICATIONS FACILITIES	LS	1	$25,000.00	$25,000.00	$30,278.78	$30,278.78				
693.01	CCTV INSPECTION	LS	1	$18,000.00	$18,000.00	$3,500.00	$3,500.00				
	Total Base Bid Amount				$2,386,512.30		$3,285,199.39				
							Corrected	NOTE: Bidder did not submit on 'Revised Per Addendum 1 Attachment A - Bid Schedule'. Submitted Bid is incomplete		NOTE: Bidder submitted a "No Bid" proposal	
	Engineer's Estimate										
	Responsive Bidder				A class		B class				
	Responsible Bidder						N/a!	B class	N/a		

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval to allocate $35,000 of Housing Opportunities for Persons with Aids (HOPWA) funds through an agreement with Distinct Energy Performance for the housing rehabilitation work – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 35,000
Funding Source: HOPWA
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
The City of Las Vegas foreclosed on this property on September 26, 2008 and prior to making it available as affordable housing to the community, rehabilitation must be completed. Distinct Energy Performance was the responsive bidder and will conduct the work which will include: new drywall, kitchen and bathroom cabinets, doors, flooring, baseboards, general electrical and plumbing, interior paint, HVAC replacement, GFCI's, and smoke detectors. The requested amount of funding will cover costs relating to the rehabilitation. Due to the nature and confidentiality of the program, the location of property is undisclosed.

RECOMMENDATION:
Staff recommends that Council approve the allocation of $35,000 in HOPWA funds and authorizes the Mayor to execute the agreement upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Housing Rehabilitation Contract for Single Family Residence

HOUSING REHABILITATION CONTRACT FOR SINGLE FAMILY RESIDENCE

(HOPWA Funded Contract)

This Housing Rehabilitation Contract (the "Contract") is made and entered into this **16th** day of **December**, **2009**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, and **Distinct Energy Performance** (the "Contractor"), located at **2905 Lake East Drive #10**, **Las Vegas, NV 89117**.

RECITALS

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program hereinafter "EMSA"); and

NOW, THEREFORE, for and in consideration of the above premises and of the mutual promises and agreements that are hereinafter contained, the parties do hereby agree as follows:

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. Scope of Work. The Contractor, shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to (i) complete the Work which is described in Exhibit "A" attached hereto and incorporated herein; and (ii) otherwise comply with the requirements of this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit any required shop drawings and samples for approval by the City.

SECTION 2. Project Site.

2.01 Location. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: [redacted] (the "Project Site").

2.02 Responsibility for Protection and Security of the Work and Project Site. The Contractor is responsible for protecting and securing at all times the Work and the Project Site, from the risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage), and the Contractor assumes that responsibility regardless of whether or not the City has required the Contractor to purchase any insurance (such as Builder Risk Insurance) which would have protected the interest of the Contractor. The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the Contractor, Homeowner or any other person. The Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the City and the Homeowner on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

2.03 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. The Contractor shall take all reasonable precautions for the safety of all employees on the Project Site and all other persons who may be affected thereby.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the Homeowner and the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

SECTION 3. Period of Performance. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance under this Contract, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **45** business days of the date of issuance of the Notice to Proceed, unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work.

SECTION 4. Compensation. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Thirty thousand nine hundred eighty seven and no/100 Dollars ($30,987.00)** (the "Contract Sum") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

Payment will be made to the Contractor only after the occurrence of the following conditions:

a. The Work has been inspected and approved by the Building and Safety Department of the City and the Housing Rehabilitation Specialist.

b. A Notice of Completion, as provided by the City, has been recorded by the Contractor in the official records of the Clark County Recorders Office, a copy of such recorded Notice has been provided to the City, and 30 days has transpired since such recordation The Contractor agrees to provide the City with an executed Notice of Completion within 5 days following approval of the Work by the Building and Safety Department, as evidenced by the approved final inspection card which is to be submitted by the Contractor to the City.

c. The Housing Rehabilitation Specialist has been provided with a waiver of the right to file a lien against the Project Site, or a release of such liens as may have been filed, from any and all subcontractors or workman used in the performance of the Work, which is in a form satisfactory to the Housing Rehabilitation Specialist.

d. The Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work as completed by the Contractor.

In lieu providing the necessary waiver or release of liens required herein as condition to payment, if the Contract Amount is for $1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the City against any and all claims and/or liens which may be filed against the City or the Project Site by any and all laborers or suppliers who may have a right to file such lien.

SECTION 5. Warranty. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after filing of the Notice of Completion by the City, whichever is longer.

SECTION 6. Changes in the Work.

6.01 Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Agreement, and any changes so made in the amount of Work involved, or any other parts of this Agreement, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 11.

6.02 Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order therefor has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order thereof from the City, the Contractor shall be deemed to have waived any claim for extra compensation therefor, regardless of any written or verbal protests or claims by the Contractor.

6.03 Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

SECTION 7 Insurance.

7.01 Required Insurance. Prior to starting Work, and for the period of this Contract, the Contractor shall procure and maintain in force and effect Workers' Compensation Insurance, with the State of Nevada or Employers' Liability Insurance, Comprehensive General Liability Insurance (with contractual coverage) and Automobile Liability Insurance.

7.02 Minimum Insurance Limits. The Contractor's Comprehensive General and Automobile Liability Insurance, as required by Paragraph 7.1 shall be written for not less than the following limits of liability:

a.	Comprehensive General Liability			
	1.	Bodily Injury	$ 1,000,000	Each Occurrence (Completed Operations)
			$ 2,000,000	Aggregate
	2.	Property Damage	$ 500,000	Each Occurrence
			$ 500,000	Aggregate
b.	Comprehensive Automobile Liability			
	1.	Bodily Injury	$ 1,000,000	Each Person
			$ 2,000,000	Aggregate
	2.	Property Damage	$ 500,000	Each Occurrence
			$ 500,000	Aggregate

c. Workman's Compensation in the minimum amounts as required by law.

7.03 Notice of Cancellation. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to the City. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of Work.

SECTION 8 Indemnification. In addition to insurance requirement set forth in Section 7, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The Owner may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor 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 Contractor.

SECTION 9 Breach and Remedies. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work or (iv) perform any of the other obligations of this Contract herein contained, and

such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled at its option, to any or all of the following: 1. Terminate this Contract, and/or (2) Provide such labor, materials and equipment or perform such additional and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the deficiency, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 10 Termination for Convenience. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 12.08. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 11 Disputes. All claims, disputes and other matters in question arising out of, or relating to, this Subcontract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This Contract to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

SECTION 12 Miscellaneous Provisions.

12.01 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

12.02 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

12.03 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

12.04 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

12.05 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, or that is based thereon, the prevailing party shall be entitled to reasonable attorney's fees to be paid to the prevailing

party which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

12.06 Residential Construction Recovery Fund. NRS 624.520 requires all contractors who engage in residential construction to provide the Homeowner(s) with the Residential Recovery Fund disclosure in writing. Payment may be available from the Recovery Fund if the home is damaged financially by a project performed on the Homeowner's residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state.

12.07 Disclosures. NRS 624.600 requires disclosures by the general building contractor. A general building contractor shall provide in writing to the Homeowner of a single-family residence where he has contracted to perform work:

a. The name, license number, business address and telephone number of:

(1) All subcontractors with whom he has contracted on the project; and

(2) All persons who furnish materials of the value of $500 or more to be used on the project.

b. A notice that a person described in subsection (a) may record a notice of lien upon the residence of the owner and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.

c. An informational form, whose contents must be prescribed by the Board, regarding:

(1) Contractors pursuant to chapter 624 of NRS; and

(2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

12.08 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City:
City of Las Vegas
Director of Neighborhood Services
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To the Contractor:
Distinct Energy Performance
2905 Lake East Drive #10
Las Vegas, NV 89117

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

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

CITY OF LAS VEGAS

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Distinct Energy Performance

Kevin Parkinson, Project Manager

Contractor Information:

Project Manager: **Kevin Parkinson**
Address: **2905 East Lake Drive #10**
Las Vegas, NV 89117
Phone: **(702) 228-2562**
NV CONTRACTOR License Number: **58669**

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action December 2, 2009

APPROVED AS TO FORM: Robert S. Sylvain

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval to reprogram Community Development Block Grant (CDBG) funds in the amount of $37,724 to Opportunity Village to complete a roof replacement project on the Lied Employment Training Center located at 6300 West Oakey Boulevard – Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $37,724
Funding Source: CDBG
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
On March 5, 2008, the City Council approved an allocation of $72,000 for Opportunity Village to replace floors in the Wilson building located on their Oakey campus. The total amount to complete that project was $34,276, leaving a balance of $37,724. Opportunity Village has provided a written request to reprogram the balance of funds to replace the roof on the Lied Employment Training Center. The roof replacement will make the building more energy efficient as well as make for a safer work environment.

RECOMMENDATION:
Staff recommends that the City Council approve the reprogramming of $37,724 of CDBG funds for the roof replacement project and authorizes the Mayor to execute all related agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Letter from Opportunity Village

OPPORTUNITY VILLAGE
LAS VEGAS' FAVORITE CHARITY

Foundation Board:
Terri Sturm – Chairperson
Curt Anderson – 1st Vice Chair
Bill Oakley – 2nd Vice Chair
Lance Earl – Secretary
Cliff Miller – Treasurer
Frank Martin – Past Chair

Bob Beers
Brent Bell
Kenneth Burns
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Michael Carr
Larry Carter
Lynette Chappell
Jeff Cooper
Adam Corrigan
Rob Dondero
Patrick Duffy
Brooke Dunn
Lynne Foster
Doug Fries
Garry Goett
John Guedry
Joan Hammer
Ed Jamison
Shannon McBeath
Richard Morgan
Mike Morrissey
Paul Murad
Scott Nielson
Paul Pusateri
Reed Radosevich
Glynda Rhodes
Kitty Rodman
Tom Schoeman
Harold Sells
Jack Sheehan
Michael Spainhour
Mark Stark
Thomas A. Thomas

ARC Board:
Corie Craig – Chairperson
Bob Brown – 1st Vice Chair
Carl Rowe – 2nd Vice Chair
Lucy Stewart – Secretary
Sarah Guindy – Treasurer
Kimberly Rushton– Past Chair

Patty Aguilar
Mark Anderson
Brad Brennan
Barbara Cegavske
Terry Cottle
Vince Eckelkamp
Bob Fowler
Anne Hanson
Jay Hiner
Ed Janov
Joel Jarvis
Donna Jenkin
Steve Linder
Catherine Luce
Mark Manendo
Tim O'Callaghan
Terri Peck
Barrett Powley
Mark Robertson
Kitty Rodman
Gerald Sawyer
Mike Schneider
Gregory Sholeff, M.D.
Hugh Sinnock
Tiffany Tiberti
Lawrence Weekly

Advisory, Honorary, Emeritus:
Paul Anka
Morse Arberry, Jr.
Larry Brown
Jerilyn Clayton
Michael Gaughan, Sr.
Judge Lloyd George
Jeanne Hood
L. D. Johnston
Jan Jones
Paul Lowden
Joyce Luman
Bob Mc Donald
Nick Naff
Wayne Newton
Tony Orlando
Sig Rogich
Rob Roy
Larry Scheffler
Glenn Smith
E. Parry Thomas
Bill Walters
John Wasserburger
Mark Wayman
Claudine Williams
Stephen Wynn

Executive Director:
Edward R. Guthrie

COPY

November 5, 2009

Mr. Steven Harsin, Director
Neighborhood Services
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Harsin,

Opportunity Village is asking for the chance to use approximately $37,000 in remaining funds from our completed flooring project (CDBG grant for FY 08/09). It is our intention to utilize the remaining monies to replace a portion of the roof on the Lied Employment Training Center at our 6300 West Oakey campus.

The roof was installed in 1989 and today is in desperate need of replacement. The area we propose to replace has many leaks. Its condition affects the people with disabilities we serve and the in-house fulfillment contracts we have with local and national businesses that employ people with severe intellectual disabilities. In particular, the area that is most affected houses a new program, Document Imaging.

Currently, the Document Imaging program employs 18 individuals. It is in its first months of operation and when fully engaged, the program will employ over 30 people. The Document Imaging program provides vocational training that can be translated into community employment and gives them a chance to make a paycheck and accomplish a good day's work.

Opportunity Village will commit to the completion of this project within 60 days of receiving approval of this proposal. Please do not hesitate to contact me if you need further information.

Thank you so much for considering our request.

Sincerely,

Cary Harned
Major Gifts and Grants Officer

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an agreement between the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services (DWSS) and the City of Las Vegas to receive $118,640 as part of the Before and After School Programs for the Parents As Learning Support (PALS) Program – All Wards

Fiscal Impact

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

Amount: $118,640
Funding Source: State Nevada Department of Health and Human Services Division of Welfare and Supportive Services (DW
Dept./Division: Neighborhood Services/ Neighborhood Initiatives Division

PURPOSE/BACKGROUND:
On August 19, 2009, City Council approved an agreement with UNLV and United Way of Southern Nevada to receive $118,640 as part of the Quality Enhance Programs and Services for the Parents As Learning Support Program. Since that time, the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services was added to the contract and is now acting through the United Way of Southern Nevada and UNLV Child Care Development Program.

RECOMMENDATION:
Staff recommends that the Mayor and Council approve the agreement and authorizes the Mayor to execute any and all documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Intrastate Interlocal Contract Between Public Agencies

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

City of Las Vegas-Neighborhood Services
400 Stewart Ave
Las Vegas, NV 89101

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and
WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective: Retroactive to July 1, 2009; subject to Board of Examiners' approval (anticipated to be January 12, 2010) to June 30, 2010, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile 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 above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. Contractor agrees to provide the services set forth in paragraph (6) at a cost of $Actual per Invoice (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments not to exceed **$118,640 for FY 10**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 limitation, 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 Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. 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 made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract 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 jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Oscar B. Goodman Date	Mayor, City of Las Vegas Title
Beverly K. Bridges, CMC Date	City Clerk, City of Las Vegas Title
Romaine Gilliland Date	Administrator, Division of Welfare and Supportive Services Title
Michael J. Willden Date	Director, Department of Health and Human Services Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Robert S. Sylvain 11-24-09
Deputy City Attorney III, City of Las Vegas

On 11-24-09
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

Scope of Work

Purpose: This attachment identifies specific requirements that are not specified in the general body of the contract between the Division of Welfare and Supportive Services (DWSS) and the Delegate Agency Delegate. It is mutually agreed that DWSS acting through United Way of Southern Nevada (United Way) and UNLV Child Care/Development Program (UNLV) will oversee the performance of Before and After School Programs in compliance with DWSS regulations and the UNLV Child Care and Development Program with the following stipulations, conditions and requirements:

PERFORMANCE:

I. COMPLIANCE

1) IRS Tax Exemption Letter: Delegate Agency must have on file proof of IRS granting 501 [c] 3 nonprofit statuses or other appropriate tax reporting documentation for public or private agencies.

2) Child Care may be paid for children under the age of 13, or up to age 19 if the child is physically or mentally incapable of caring for him/herself as verified by the determination of a physician or a licensed or certified psychologist, or under court supervision.

II. ASSURANCES

1) Keeping Good Records: Delegate Agency assures UNLV that it shall maintain accurate work records on participant services, assistance, references, duties performed under this contract and financial transactions as may be required and that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of the Delegate Agency where such records may be found, with or without notice by DWSS or their designee, UNLV, United Way, the Department of Administration, Budget Division, The Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the relevant Federal agency, the Comptroller General, the General Accounting Office and the Office of the Inspector General.

2) Non-Political Activities: Delegate Agency assures that funds from this grant will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964; Delegate Agency will not use funds from Child Care Development Funds (CCDF) for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.

3) Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the

rate of at least time and one half, as well as other provisions for employees paid under this contract.

4) Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

5) Delegate Agency agrees that it will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City and City ordinance or State and Federal Statutes that effect the provisions of work being carried out under this Contract.

6) Delegate Agency agrees to comply with the Pro-children Act of 1994. Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non residence indoor facility or facility which is leased by the Contractor in which a portion is also used routinely or regularly used for the provision of health, day care, education, or library services to children under 18 years of age.

III. STATEMENT OF WORK

Delegate Agency shall perform the following work under this Contract within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by DWSS as it pertains to contracted slots.

1) Accept participant's completed and signed Delegate Agency child care subsidy application and forward to UNLV within three (3) business days of receipt.

2) Report changes in eligible household's circumstances to UNLV within three (3) business days after gaining knowledge of the change.

3) Contact UNLV within three (3) business days if the child no longer utilizes the services provided by the Delegate Agency.

4) Inform parents of their rights to receive services, rights to appeal and right to file a complaint.

5) Provide verification of child's attendance in accordance with the Child Care State Policy Manual as it pertains to contracted slots.

6) Attendance billings must include the service site/location's name, address, telephone number, amount charged, period of time covered and the names of the children for which child care payment is requested.

7) Notify UNLV within there (3) business days of a participant's termination for subsidy assistance in writing.

8) Provide verbal notification to UNLV of any professional or ethical infraction by a Delegate Agency employee within one business day of discovery with written summary to follow within two (2) business days.

9) Unless otherwise specified the Delegate Agency must maintain all records relevant to this contract for a period of three years as follows:

a. Child Attendance Records - Retain this record for three (3) calendar years from last date of attendance.

b. Billing Records - Retain this record for three (3) calendar years from the date upon which the bill is paid or rejected.

IV. MONITORING AND REPORTING

1) Reporting: Delegate Agency shall provide reports to UNLV in the DWSS required format by the dates set forth in Attachment A of this contract.

2) Monitoring: Delegate Agency shall permit UNLV and DWSS representatives to monitor program performance during the year. UNLV will monitor Delegate Agency records at least two times during the year. Delegate Agency will further allow access by any authorized UNLV Official, DWSS Official, State official or the comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.

V. COMPENSATION

UNLV shall maintain financial records for this grant and payments will be made to Delegate Agency for costs incurred against the approved budget through United Way for the Child Care Development Funds. Delegate Agency agrees to seek payment for only those children determined subsidy eligible by UNLV. The Delegate Agency will adhere to the following procedures for the processing of financial transactions:

1) Delegate Agency is to submit a signed contract prior to payment being issued. A new Contract is to be signed annually or more often if necessary due to amendments in the Service Contract.

2) Delegate Agency is to submit voucher/Enrollment Attendance Verification (EAV) billings monthly to UNLV before or by the 5th business day of each month for timely compensation.

   a. The EAV must be accurately completed and provide information as to the actual days of attendance.
   b. Each page of the EAV will be signed by an authorized person unless the Delegate Agency uses electronic means to record attendance.
   c. EAV's may be submitted seeking reimbursement for the entire billing month when an enrolled and otherwise eligible child attends at least one day during the month.
   d. At the discretion of the UNLV, DWSS or their designee the provider's attendance logs may be requested and compared to the EAV's submitted by the provider. The provider is required to cooperate with the review process.

3) For each eligible child the Delegate Agency's contracted slots will be paid at the state approved rate, using the state maximum daily rate sheet less the participant's co-payment responsibility. For children five years of age through 12 years of age or special needs children 13 years of age to 19 years of age full time attendance is justified when attendance records validate at least 3 hours of attendance in a calendar day during the billing month. For children less than six years of age full time attendance is justified when attendance records validate at least 4 hours and 30 minutes of attendance in a calendar day during the billing month.

4) The Delegate Agency agrees to bill monthly for actual expenses not exceeding $1/9^{th}$ of the total of the contract amount for any month.

5) Delegate Agency agrees to submit to UNLV for payment approval, along with stated voucher/billings, supportive documentation of services rendered including:
   a. Client's social security number and copy of attendance sheet;
   b. Category of service; and
   c. Amount of payment to be made;
   d. Appropriate forms.

6) Bills not submitted within 90 days from the end of the service month will be classified as stale and rejected for payment.

7) Adjustments must be turned in within 60 days after receipt of payment for services provided.

8) Upon approval from UNLV, payment shall be made by United Way directly to Delegate Agency within 30 days.

9) This contract is subject to receipt of funds from DWSS. In no event will Delegate Agency expenditures under this Grant Award exceed the total contract authority of this contract for full performance of the work outlined in the Contract.

VI. TERMINATION

1) If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Contract, or violates any of the applicable laws or conditions, DWSS, UNLV or United Way shall have the right to terminate this Contract by giving written notice to the Delegate Agency not less than ten (10) days prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the UNLV any CCDF or Grant assets and child care records which are in its possession at the time of such termination.

2) All Parties agree that: the use or disclosure to any party of any information concerning a client/participant for any purpose not directly connected with the administration of DWSS or UNLV responsibilities with respect to purchased services hereunder, is prohibited.

3) The term of this Contract and its execution are subject to all applicable Nevada laws and regulations. This Contract shall be construed and interpreted according to the laws of the State of Nevada.

4) Any alterations, variations, modifications or waivers of provisions of this Contract shall be in writing, duly signed by both parties and attached to the original of this Contract.

5) This Contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, and delivered by mail or person to the other party. The Delegate Agency shall be entitled to any reasonable and irrevocable expenses incurred prior to the time of termination.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval to accept an Energy Efficiency Community Block Grant (EECBG) in the amount of $5,449,200 under the American Recovery and Reinvestment Act (ARRA) for energy efficiency education, solar panels, energy efficient retrofits to City facilities and community energy audits and retrofits - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $5,449,200
Funding Source: American Recovery and Reinvestment Act (ARRA) - Energy Efficiency Community Block Grant (EECBG)
Dept./Division: Planning and Development

PURPOSE/BACKGROUND:
The American Recovery and Reinvestment Act of 2009 (ARRA) has provided numerous opportunities for cities across the country to invest in projects that promote sustainability by reducing greenhouse gas emissions, reducing energy costs, and creating jobs. The city has received ARRA formula funding through the Energy Efficiency and Conservation Block Grant (EECBG) and Community Development Block Grant- Recovery to be used for renewable energy generation and energy conservation. The EECBG will also be used to help finance home energy audits and retrofits through the HomeFree Nevada program and the Green Chips nonprofit. The city has also applied with the Internal Revenue Service and coordinated with the state to issue two ARRA tax credit bonds: New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds. Proceeds from these funding sources will be used for constructing renewable energy and energy retrofits

RECOMMENDATION:
Approval to accept award.

BACKUP DOCUMENTATION:
1. Assistance Agreement Form
2. Budget Information Page 1
3. Budget Information Page 2
4. Federal Assistance Reporting Checklist and Instructions
5. EECBG Award Kickoff Las Vegas
6. Statement of Project Objectives

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0000683		10/26/2009	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
LAS VEGAS, CITY OF Attn: CORY DEMILLE 400 STEWART AVENUE LAS VEGAS NV 891012927	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	10/26/2009 through 10/25/2012

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	10EE000233

11. Remittance Address	12. Total Amount	13. Funds Obligated
LAS VEGAS, CITY OF Attn: CORY DEMILLE 400 STEWART AVENUE LAS VEGAS NV 891012927	Govt. Share: $5,449,200.00 Cost Share : $0.00 Total : $5,449,200.00	This action: $5,449,200.00 Total : $5,449,200.00

14. Principal Investigator	15. Program Manager	16. Administrator
Tom Perrigo Phone: 702-229-2127	Joel Danforth Phone: 303-275-4935	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
		See Attachment #2

20. Accounting and Appropriation Data

EECBG Program

21. Research Title and/or Description of Project

RECOVERY ACT: CITY OF LAS VEGAS, NV ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
23. Name and Title	24. Date Signed	26. Name of Officer	27. Date Signed
		Genevieve M. Wozniak	10/27/2009

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF
	DE-EE0000683	2 | 3

NAME OF OFFEROR OR CONTRACTOR
LAS VEGAS, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 030381610 In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 10/26/2009 through 10/25/2012. Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The funds available in ASAP to the Recipient through this action is limited to $726,852 (personnel costs of $226,852; contractual costs of $250,000 for activities 3 and 5; and other direct costs of $250,000) due to the restrictions in Provision Number 15, National Environmental Policy Act (NEPA) Requirements, and Provision Number 19, Subcontract/Subgrant Approvals, in the Special Terms and Conditions. Once these conditions have been met, the remaining funds will be released to the Recipient. DOE Award Administrator: Nicole Blackstone E-mail: nicole.blackstone@go.doe.gov Phone: 303-275-4879 DOE Project Officer: Joel Danforth E-mail: joel.danforth@go.doe.gov Phone: 303-275-4935 Recipient Business Officer: Tom Perrigo E-mail: tperrigo@lasvegasnevada.gov Phone: 702-229-2127 Recipient Principal Investigator: Tom Perrigo E-mail: tperrigo@lasvegasnevada.gov Phone: 702-229-2127 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF
	DE-EE0000683	3 | 3

NAME OF OFFEROR OR CONTRACTOR

LAS VEGAS, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(C) Submission via FedConnect constitutes electronically signed documents." ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393 Payment: OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831 Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

Applicant Name: City of Las Vegas, NV | Award Number: DE-EE0000683/000 | Attachment #3

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. City Energy Efficiency Program: City Facilities Solar Covered Parking Project	81.128			$4,150,000	$0	$4,150,000
2. City Energy Efficiency Program: City Facilities Retrofits	81.128			$780,000	$0	$780,000
3. Community Energy Programs: Green Chips Energy Retrofit Loan Fund	81.128			$175,000	$0	$175,000
4. Community Energy Programs: Home Free Nevada Energy Audit/Retrofit Rebates	81.128			$269,200	$0	$269,200

Section B - Budget Categories

Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) City Energy Efficiency Program: City Facilities Solar Covered Parking Project	(2) City Energy Efficiency Program: City Facilities Retrofits	(3) Community Energy Programs: Green Chips Energy Retrofit Loan Fund	(4) Community Energy Programs: Home Free Nevada Energy Audit/Retrofit Rebates	
a. Personnel	$207,652	$0	$0	$19,200	
b. Fringe Benefits	$0	$0	$0	$0	
c. Travel	$0	$0	$0	$0	
d. Equipment	$0	$0	$0	$0	
e. Supplies	$0	$0	$0	$0	
f. Contractual	$3,942,348	$780,000	$175,000	$0	
g. Construction	$0	$0	$0	$0	
h. Other	$0	$0	$0	$250,000	
i. Total Direct Charges (sum of 6a-6h)	$4,150,000	$780,000	$175,000	$269,200	
j. Indirect Charges	$0	$0	$0	$0	
k. **Totals** (sum of 6i-6j)	$4,150,000	$780,000	$175,000	$269,200	
Program Income	$0	$0	$0	$0	

Previous Edition Usable

SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

Authorized for Local Reproduction

Applicant Name: City of Las Vegas, NV Award Number: DE-EE0000683/000 Attachment #3

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity	Catalog of Federal Domestic Assistance Number	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
5 Community Energy Programs: Community Facilities Energy Education Program	81.128			$75,000	$0	$75,000
6 **Total (Activities 1-5)**				**$5,449,200**	**$0**	**$5,449,200**

Section B - Budget Categories

Object Class Categories	**Grant Program, Function or Activity**				**(6) Total (Activities 1-5)**
	(5) Community Energy Programs: Community Facilities Energy Education Program				
a. Personnel	$0				**$226,852**
b. Fringe Benefits	$0				**$0**
c. Travel	$0				**$0**
d. Equipment	$0				**$0**
e. Supplies	$0				**$0**
f. Contractual	$75,000				**$4,972,348**
g. Construction	$0				**$0**
h. Other	$0				**$250,000**
i. Total Direct Charges (sum of 6a-6h)	$75,000				**$5,449,200**
j. Indirect Charges	$0				**$0**
k. **Totals** (sum of 6i-6j)	$75,000				**$5,449,200**
Program Income	$0				**$0**

Previous Edition Usable

SF-424A (Rev. 4-92)
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(2/09)
All Other Editions Are Obsolete

U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS

DE-EE0000683/000
Attachment #2

1. Identification Number:	2. Program/Project Title:
DE-EE0000683, 000	City of Las Vegas, NV Energy Efficiency and Conservation Block Grant

3. Recipient:

City of Las Vegas, NV

4. Reporting Requirements	Frequency	No. of Copies	Addressees
A. MANAGEMENT REPORTING ☒ Progress Report ☐ Special Status Report	**Q, F**	**Upload only 1 copy to the address in the next column at the interval specified in the previous column.**	**WWW.PAGE.ENERGY.GOV**
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink.) Report/Product — Form ☐ Final Scientific/Technical Report — DOE F 241.3 ☐ Conference papers/proceedings* — DOE F 241.3 ☐ Software/Manual — DOE F 241.4 ☐ Other (see special instructions) — DOE F 241.3 ** Scientific and technical conferences only*			
C. FINANCIAL REPORTING ☒ SF-425, Financial Status Report	**Q, F**		**WWW.PAGE.ENERGY.GOV**
D. CLOSEOUT REPORTING ☐ Patent Certification ☒ Property Certification ☐ Other	**F**		**TBD**
E. OTHER REPORTING ☐ Annual Indirect Cost Proposal ☐ Annual Inventory of Federally Owned Property, if any ☒ Other-See Section 5 below:	**Q**		**WWW.FEDERALREPORTING.GOV**

FREQUENCY CODES AND DUE DATES:

A - Within 5 calendar days after events or as needed.

F - Final; 90 calendar days after expiration or termination of the award.

Y - Yearly; 90 days after the end of the reporting period.

S - Semiannually; within 30 days after end of reporting period.

Q -Quarterly; within 30 days after end of the reporting period.

5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.asp.

Other Reporting:

ARRA-Performance Progress Report: The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively. See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: http://www.federalreporting.gov

See Federal Assistance Reporting Instruction on following pages for more details.

Federal Assistance Reporting Instructions

Reporting requirements under the EECBG Program consist of the following types of reports:

SPECIAL STATUS REPORT

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

   a. Any single fatality or injuries requiring hospitalization of five or more individuals.

   b. Any significant environmental permit violation.

   c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.

   d. Any incident which causes a significant process or hazard control system failure.

   e. Any event which is anticipated to cause a significant schedule slippage or cost increase.

   f. Any damage to Government-owned equipment in excess of $50,000.

   g. Any other incident that has the potential for high visibility in the media.

FINANCIAL REPORTING

- FOR ALL RECIPIENTS: Submit a Quarterly Progress Report and the SF-425 Federal Financial Report. Instructions for the Quarterly Progress Report are below. The SF-425 is available at http://www.whitehouse.gov/omb/grants/index.html.

CLOSEOUT REPORTING

Property Certification
The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at http://grants.pr.doe.gov.

EECS STRATEGY (for units of local government and Indian tribes only)

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: units of local government and Indiantribes that do not submit an Energy Efficiency and Conservation Strategy (EECS) with their application must submit one not later than one-hundred twenty (120) days after the effective date of the award. The EECS shall be a comprehensive strategy that covers, at a minimum, all items details in Attachment D as well as the following:

  - Jurisdictional area covered by plan and governing body and/or office with direct authority over plan
  - Plan implementation partners and any leverages funds from private or other public sources
  - Baseline energy use and GHG emissions inventory and forecast
  - Goals/objectives for total energy use and emissions reductions, and energy efficiency increase (including deployment of renewable technologies)
    - Goals can be qualitative

- Actions/plans/strategies and implementation schedule to meet goals
    - Actions and strategies included in the plan can be eligible activities for use of funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged. The eligible activities should be marked as such.
    - Applicants are encouraged, in particular, to include the potential impact of anticipated leveraged funds from private as well as other public sources.
- Expected outcomes and benefits of plan:
    - Jobs created and/or retained
    - Energy saved
    - Renewable energy capacity
    - GHG emissions reduced
    - Funds leveraged
- Obstacles to reaching goals and strategies to remove obstacles
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule
- Evaluation, monitoring and verification plan
- Plan for how activities will be sustained beyond grant period
- Plans for the use of funds by adjacent eligible units of local governments that receive grants under the program; and plans to coordinate and share information with the state in which the eligible unit of local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under this part.
- Plans for how these funds will be coordinated with leverages funds, including other Recovery Act funds, to maximize benefits for local and regional communities.

ANNUAL REPORTS

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: Submit annual reports not later than two (2) years after the effective date of this award and annually thereafter. The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the eligible unit of local government or Indian Tribe. The annual report shall also address the metrics listed below.

- FOR STATES: Submit annual reports not later than one (1) year after the effective date of this award and annually thereafter. The annual report will include the metrics listed below as well as:
    - The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
    - The status of the subgrant program of the state;
    - Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
    - Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources.

ARRA PERFORMANCE PROGRESS REPORT
Failure to comply with this reporting requirement may result in termination of that part of the award funding by Recovery Act.

Not later than 10 days after the end of each calendar quarter, each recipient shall submit a report to the grantor agency that contains:

- The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
- The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

- Name of project or activity
- Description of project or activity
- Evaluation of the completion status of project or activity
- Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DOE*
- Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact.
- Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).

- Compliance: As a condition of receipt of funds under this Act, no later than 180 days of enactment, all recipients shall provide the information described above.

DOE intends to append the periodic ARRA – Performance Progress Report to include reporting on the following, at a minimum:

> The results of the funding provided for the EECBG Program through the American Recovery and Reinvestment Act (ARRA) will be assessed according to the following performance metrics:
>
> - Jobs created and/or retained
> - Energy (kwh/therms/gallons/BTUs/etc.) saved
> - Renewable energy generated
> - GHG emissions reduced
> - Cost savings

The metrics described below are designed to track the accomplishments of projects funded by EECBG. States must not include results reported by direct grant recipients. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below.

Grant recipients will be required to report quarterly on project expenditures, and also on specific activities and achievements, such as square feet of buildings retrofitted. These items tend to be outputs (actions taken by grant recipients) but also include some short-term outcomes (results achieved relatively soon after project outputs occur that lead toward attainment of ultimate project objectives).

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Retrofit Support

- Number of buildings retrofitted, by Industry Type
- Square footage of buildings retrofitted, by Industry Sector

Loans, Grants, and Incentives

- Number and monetary value of loans given
- Number and monetary value of grants given
- Number and monetary value of incentives provided

Incremental Cost for Efficiency and Design Elements in New Buildings

- Number and square footage of new buildings designed, by sector
- Number and square footage of new buildings constructed, by sector

Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector
- Estimated impact of incentives on total investment made

Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

- Number and type of workshops, training, and education sessions held
- Number of people attending workshops, training, and education sessions

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.



City of Las Vegas

EECBG Kick-Off Meeting

U.S. Department of Energy

Agenda

- Introductions, Roles, and Contact Information
- EECBG overview
- DOE resources
- Award document overview
- Reporting requirements
- Monitoring & site visits
- Progress Reviews
- ASAP payment system
- Activities description and status

Introductions



EECBG Contacts:

Joel Danforth, DOE Project Officer

Phone: 303-275-4935
Email: joel.danforth@go.doe.gov
Fax: 303-275-4880

Kenneth Johnson, Navarro Sr. Engineer

Phone: 303-275-6049
Email: kenneth.johnson@go.doe.gov

Nevada EECBG Awards

- Cities, counties & state – 21 Awards
- Tribes – 15 Awards
- Awards over $2M (5) – Joel & Kenny
- State EECBG award – smaller cities and counties will be allocated >60% of state funding

American Recovery and Reinvestment Act Technical Assistance Program

- Assistance with technical aspects of ARRA projects, strategies, policies, and programs
- Complete Technical Assistance Request form and submit by email

For form and details go to website:

http://apps1.eere.energy.gov/wip/arra.cfm

Award Overview

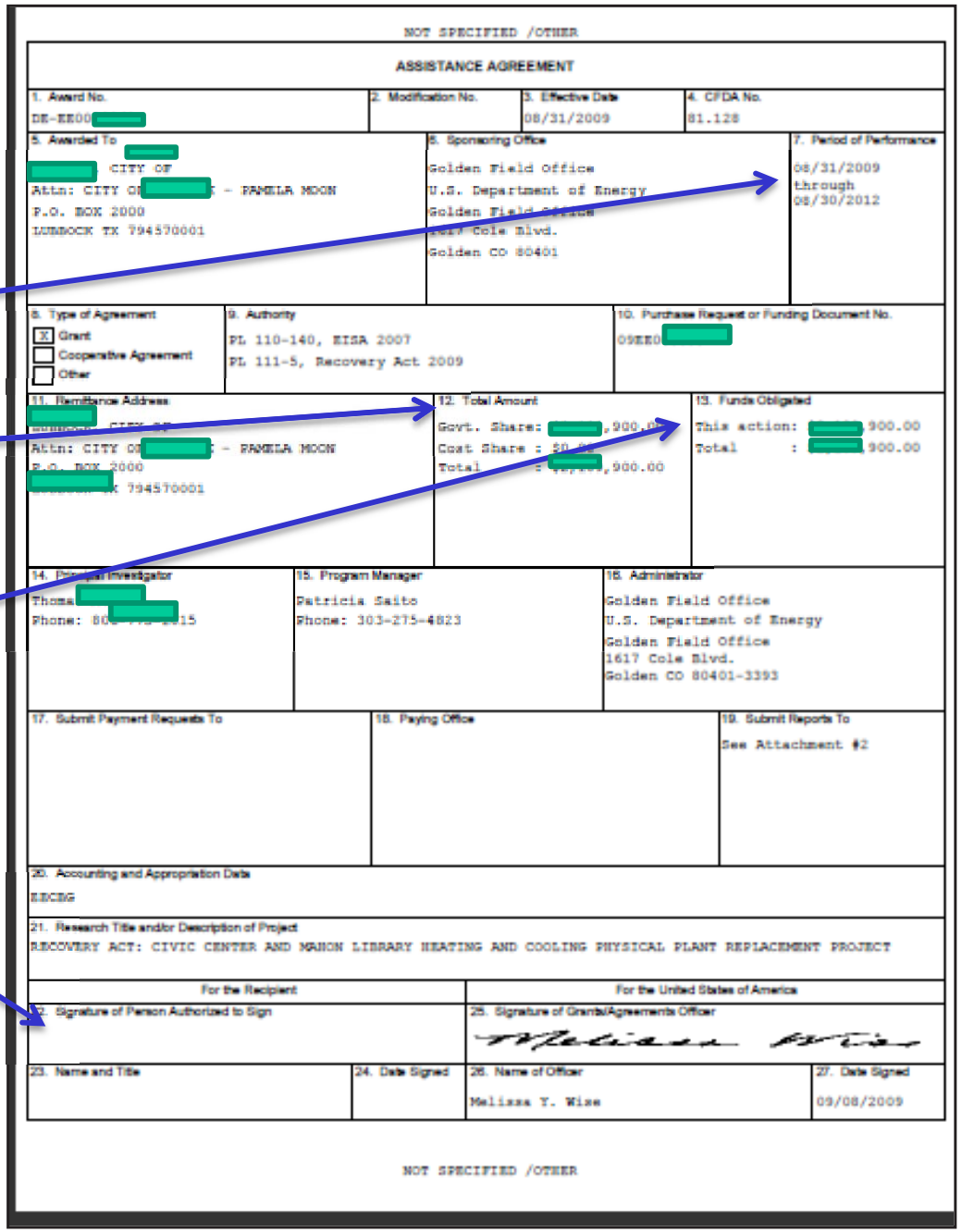
Award Package:

- Assistance Agreement
- Special Terms and Conditions
- Attachments:
  1. Statement of Project Objectives
  2. Federal Assistance Reporting Checklist
  3. Budget Pages (SF 424A)

Award Overview

Assistance Agreement

- Box 7. Period of Performance: 36 months total
- Box 12.Total Amount: amount of total Award/allocation
- Box 13. Funds Obligated: Amount available for expenditure
- Box 22. Signature block: Does not need to be signed by awardee. “Acknowledge” button takes place of signature.



NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE00[redacted]		08/31/2009	81.128

5. Awarded To
[redacted] CITY OF
Attn: CITY OF[redacted] - PAMELA MOON
P.O. BOX 2000
LUBBOCK TX 794570001

6. Sponsoring Office
Golden Field Office
U.S. Department of Energy
Golden Field Office
1617 Cole Blvd.
Golden CO 80401

7. Period of Performance
08/31/2009
through
08/30/2012

8. Type of Agreement
[X] Grant
[ ] Cooperative Agreement
[ ] Other

9. Authority
PL 110-140, EISA 2007
PL 111-5, Recovery Act 2009

10. Purchase Request or Funding Document No.
09EE0[redacted]

11. Remittance Address
[redacted]
Attn: CITY OF[redacted] - PAMELA MOON
P.O. BOX 2000
[redacted] 794570001

12. Total Amount
Govt. Share: [redacted],900.00
Cost Share : $0.00
Total : [redacted],900.00

13. Funds Obligated
This action: [redacted]900.00
Total : [redacted]900.00

14. Principal Investigator
Thoma[redacted]
Phone: 80[redacted]215

15. Program Manager
Patricia Saito
Phone: 303-275-4823

16. Administrator
Golden Field Office
U.S. Department of Energy
Golden Field Office
1617 Cole Blvd.
Golden CO 80401-3393

17. Submit Payment Requests To

18. Paying Office

19. Submit Reports To
See Attachment #2

20. Accounting and Appropriation Data
EECBG

21. Research Title and/or Description of Project
RECOVERY ACT: CIVIC CENTER AND MAHON LIBRARY HEATING AND COOLING PHYSICAL PLANT REPLACEMENT PROJECT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
23. Name and Title	24. Date Signed	26. Name of Officer	27. Date Signed
		Melissa Y. Wise	09/08/2009

NOT SPECIFIED /OTHER

Award Overview

Assistance Agreement Page 2

Amount of funding released for drawdown:

"The funds available in ASAP to the Recipient through this action is limited to $#######"

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0 [redacted]	PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF A

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 08/31/2009 through 08/30/2012. Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The funds available in ASAP to the Recipient through this action is limited to $[redacted] due to the restrictions in 16, National Environmental Policy Act (NEPA) Requirements and Provision Number 20, the Subcontract/Subgrant Approvals, in the Special Terms and Conditions. Once these conditions have been met, the remaining funds will be released to the Recipient according to Provision Number 15, Staged Disbursement Clause of the Special Terms and Conditions. DOE Award Administrator: Yolanda Ramirez E-mail: yolanda.ramirez@go.doe.gov Phone: 303-275-4908 DOE Project Officer: Mitchell Duran E-mail: mitchell.duran@go.doe.gov Phone: 303-275-4772				

Special Terms and Conditions

Phased disbursement of funds

- Awarded - $5,449,200
- Obligated - $5,449,200
- Released – $726,852
- Remainder released after conditions lifted and progress review(s) demonstrate
  - **Satisfactory progress on activities**
  - **Funds expended appropriately**
  - **Compliance with reporting requirements**
  - **Jobs created**

Special Terms and Conditions

Award Condition: NEPA

Activity – City Facilities Solar Covered Parking Project:
Recipient is prohibited from implementing the Solar installations, other energy efficiency improvements, retrofits, or renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, or alteration activities, pending: (1) further submission by Recipient of detailed information specifically describing the types and extent of all activities it intends to implement under this program; and (2) a final NEPA determination from DOE regarding those activities.

Activity – City Facilities Retrofits:
Recipient is prohibited from implementing the Solar installations, other energy efficiency improvements, retrofits, or renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, or alteration activities, pending: (1) further submission by Recipient of detailed information specifically describing the types and extent of all activities it intends to implement under this program; and (2) a final NEPA determination from DOE regarding those activities.

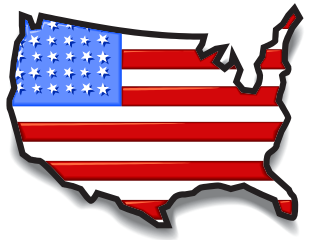
Activities – Green Chips Energy Retrofit Loan Fund and Home Free Nevada Energy Rebates:
Recipient is restricted from distributing Federal funds pending: (1) further submission by Recipient of detailed information specifically identifying all retrofit activities authorized or funded under these programs; and (2) a final NEPA determination from DOE regarding those activities.

Special Terms and Conditions

Award Condition: Sub-contract/grant approvals

- Sub-contractors/grants have not been identified
- When identified, they must be approved by DOE
- Upon selection and within 180 days of award date submit info on all subs
  - **Name**
  - **DUNS Number**
  - **Award Amount**
  - **Statement of work including applicable activities**
  - **EF-1 for all proposed activities**

Special Terms and Conditions



American-made equipment and products

- To the greatest extent practicable, all equipment and products purchased with award funding should be American-made
- Many countries designated as exceptions
- Exception when cumulative cost of such material will increase overall cost of project by more than 25%
- Questions regarding specific items?
  Send us an email for a legal determination.

Special Terms and Conditions

Davis-Bacon Act

Laborers paid by Recovery Act funds must receive no less than prevailing local wage rates for construction or repair work.

- For Davis-Bacon guidance go to:http://www.dol.gov/esa/whd/contracts/dbra.htm
- To determine labor rates go to: http://www.wdol.gov/dba.aspx
- If you still have questions send us an email

Attachment 1: Statement of Project Objectives

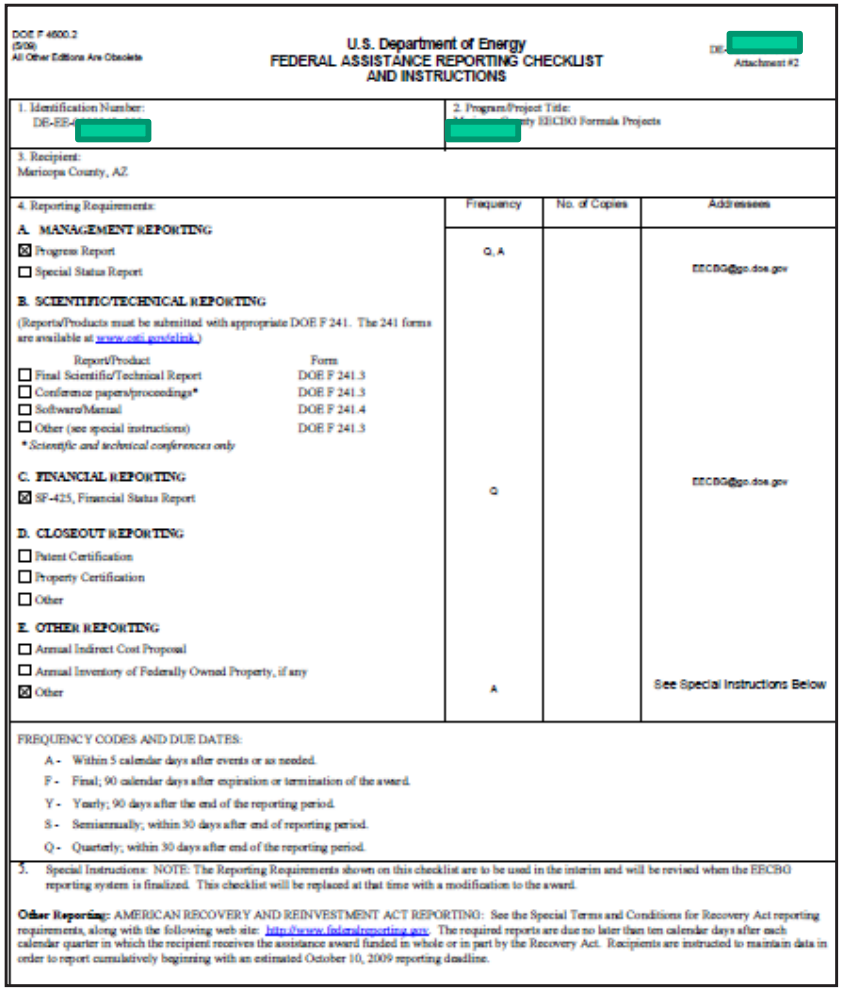
- Current SOPO consists of submitted Activity sheets
- Need revised SOPO with tasks & milestones for each activity
- SOPO template will be provided
- Project Officers and Monitors will assist with revisions

Award Overview

Attachment 2:
Federal Assistance Reporting Checklist

- Lists required reports & reporting frequency
- Attached instructions describe reports
- Please note special ARRA reporting requirements in special terms and conditions

More on reporting later



DOE F 4600.2
(5/06)
All Other Editions Are Obsolete

U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST AND INSTRUCTIONS

[redacted]
Attachment #2

1. Identification Number:
DE-EE-[redacted]

2. Program/Project Title:
[redacted] EECBG Formula Projects

3. Recipient:
Maricopa County, AZ

4. Reporting Requirements:	Frequency	No. of Copies	Addressees
A. MANAGEMENT REPORTING			
☒ Progress Report	Q, A		EECBG@go.doe.gov
☐ Special Status Report			
B. SCIENTIFIC/TECHNICAL REPORTING			
(Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink.)			
Report/Product — Form			
☐ Final Scientific/Technical Report — DOE F 241.3			
☐ Conference papers/proceedings* — DOE F 241.3			
☐ Software/Manual — DOE F 241.4			
☐ Other (see special instructions) — DOE F 241.3			
** Scientific and technical conferences only*			
C. FINANCIAL REPORTING			
☒ SF-425, Financial Status Report	Q		EECBG@go.doe.gov
D. CLOSEOUT REPORTING			
☐ Patent Certification			
☐ Property Certification			
☐ Other			
E. OTHER REPORTING			
☐ Annual Indirect Cost Proposal			
☐ Annual Inventory of Federally Owned Property, if any			
☒ Other	A		See Special Instructions Below

FREQUENCY CODES AND DUE DATES:

A - Within 5 calendar days after events or as needed.
F - Final; 90 calendar days after expiration or termination of the award.
Y - Yearly; 90 days after the end of the reporting period.
S - Semiannually; within 30 days after end of reporting period.
Q - Quarterly; within 30 days after end of the reporting period.

5. Special Instructions: NOTE: The Reporting Requirements shown on this checklist are to be used in the interim and will be revised when the EECBG reporting system is finalized. This checklist will be replaced at that time with a modification to the award.

Other Reporting: AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING: See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: http://www.federalreporting.gov. The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively beginning with an estimated October 10, 2009 reporting deadline.

Attachment 3:
Budget Information (SF 424A)

- Approved budget for project
- Broken out by Activity
- Alert Project Officer if there are significant changes to budget (funding shifts between activities)

10-CFR-600

Prior Approval

- Any revision to the scope or objectives of the project
- Budget revisions which would require additional funds
- Changes to key persons as specified in grant application
- Need to extend period of availability of funds
- Changes to direct cost categories in budget > 10%
- Pre-award costs and capital equipment

Reporting requirements

Management Reporting

- Progress report
- Special status report

Financial Reporting

- Form SF425

Other Reporting

- ARRA reporting

ARRA reports due 10 days after each calendar quarter but may change to monthly.

Reporting requirements

ARRA Reporting

- ARRA Reporting website now open for registration
- Reporting templates available for download
- Reports can be submitted 3 ways:
  - Form completed on-line
  - Excel template completed and uploaded
  - XML file created and uploaded

Next ARRA Report due Jan. 10th!



Reporting requirements

Progress Report

- Reports entered into Performance and Accountability for Grants in Energy (PAGE) website
- PAGE system will send email invitations when ready
- Do not send reports to EECBG@go.doe.gov
- Reports currently required quarterly – may change to monthly
- Reports due 30 days after each calendar quarter – may change to 10 days after
- If PAGE system not up, progress report template will be provided

Next progress report due Jan. 30th!

Reporting requirements

Special Status Report

Notify Project Officer within 5 days of events such as:

- Developments with significant favorable impacts
- Significant delays or cost increases
- Death or injuries on project
- NEPA issues/concerns, etc.

Notify Project Officer directly by email.

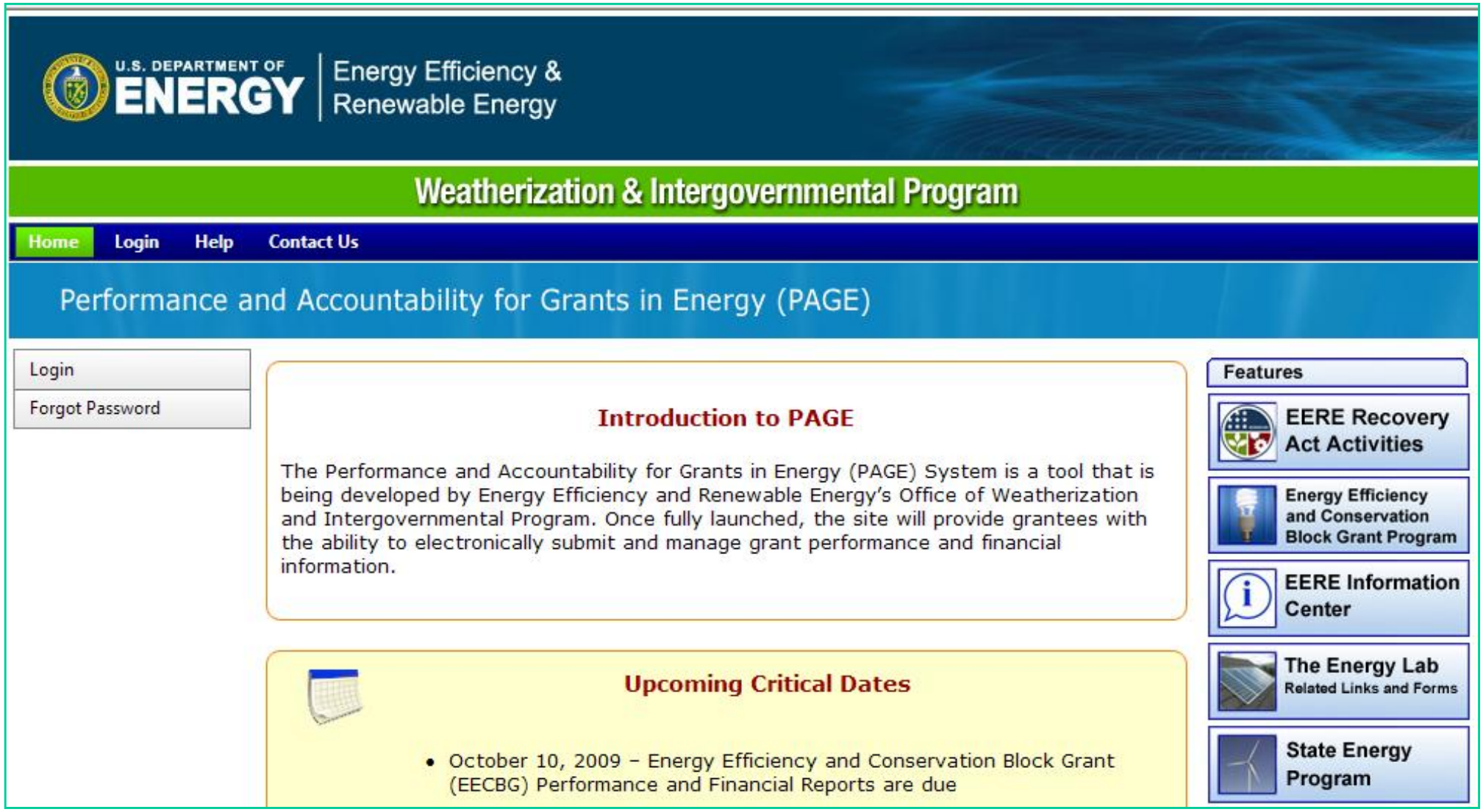
Reporting requirements

Financial report

- Federal Financial Report Form SF425
- New form as of this year
  (takes the place of SF269 and SF272)
- Will be completed in PAGE
- Currently required quarterly – may change to monthly
- Currently due 30 days after each calendar quarter – may change to 10 days after

Reporting requirements

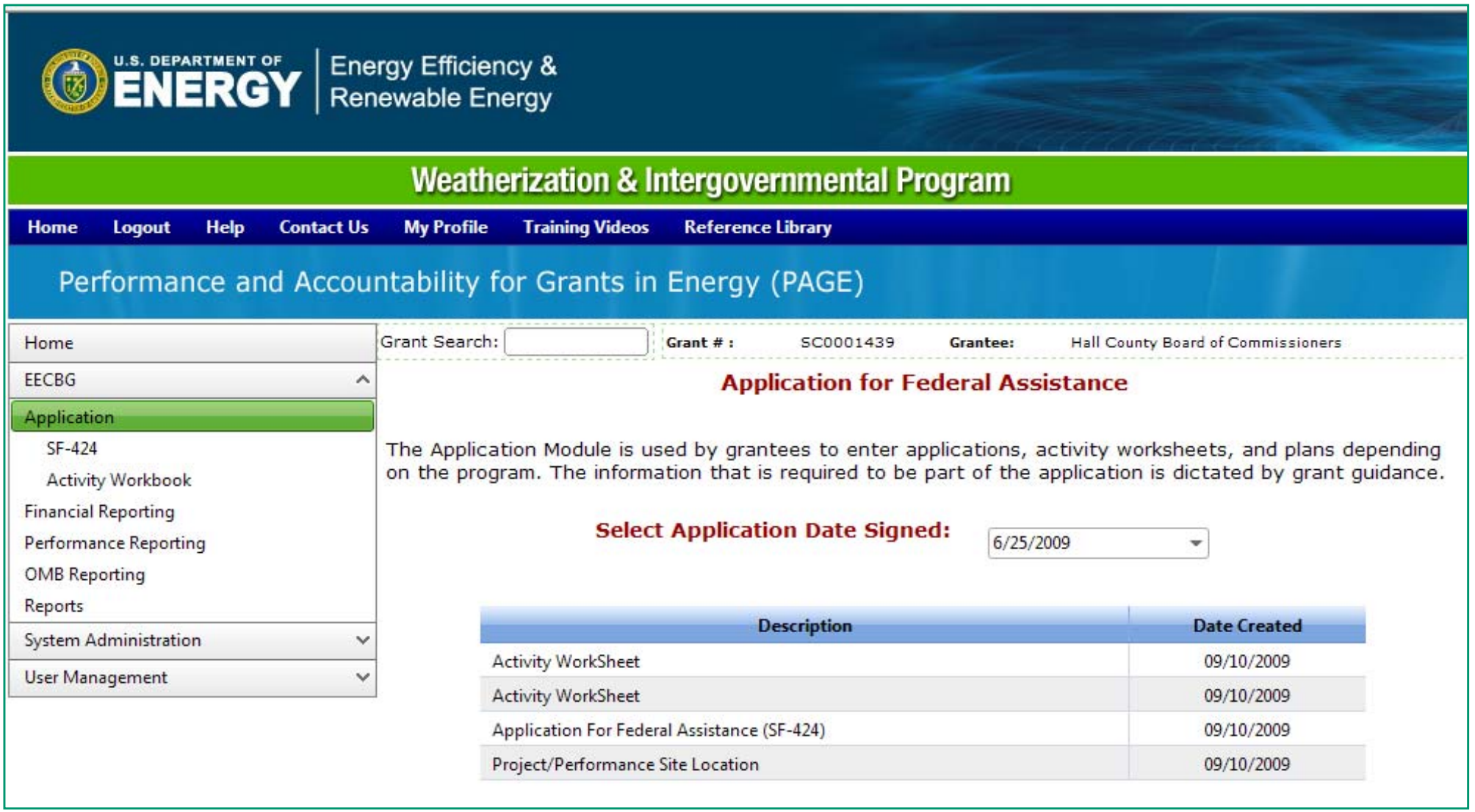
PAGE Preview



URL: WWW.PAGE.ENERGY.GOV

Reporting requirements

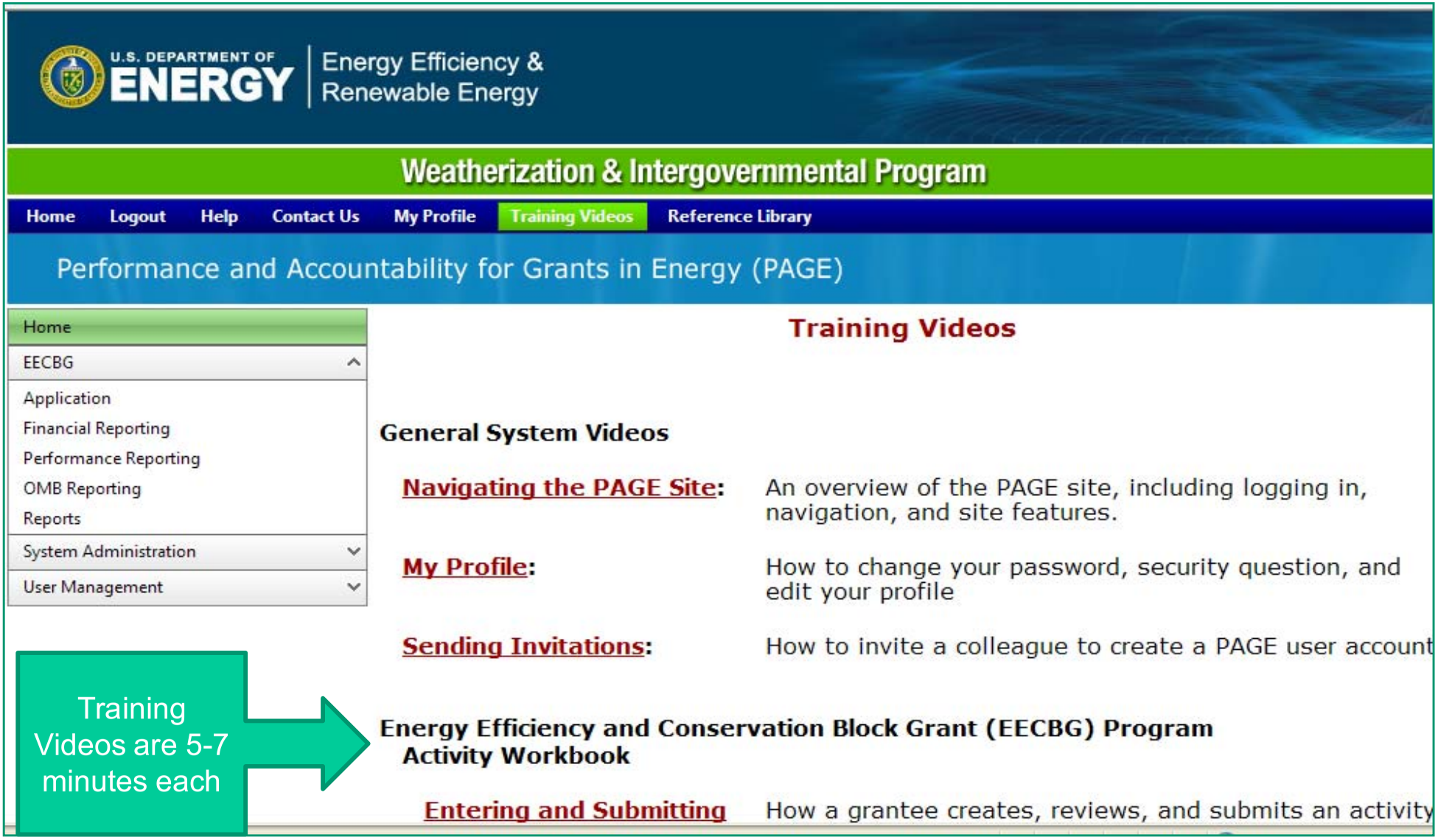
Your application is uploaded into PAGE



Tracked metrics are based on submitted Activity sheets

Reporting requirements

Training videos available on website

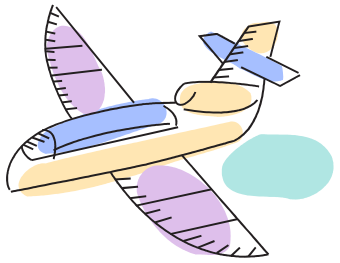


Monitoring & Site Visits

Desktop monitoring



- Examination of all reports to
  - **Assess progress toward goals and objectives**
  - **Determine compliance with Federal rules and regulations**
  - **Assess fiscal tracking of resources expended**



Onsite Monitoring

- Scheduled visits of at least 30% of grants above $2M each year (minimum requirement)
- Random onsite monitoring visits in each state each year
- Rapid Response Team will visit when high-risk problems are identified

Progress Reviews

- Periodic comprehensive progress reviews will be conducted
- Onsite and desktop monitoring reports used to assess compliance with grant requirements
- Grantee expected to demonstrate continued progress in:
  - **Funds expenditure**
  - **Compliance with reporting requirements**
  - **Jobs creation**
- If deficiencies found, Grantee must provide corrective action plan (CAP).

ASAP Payments

- Authorized for Advance Payments
- Funds electronically transferred to organization upon payment request
- Must enroll in ASAP before making requests
- Enrollment email with required forms was sent by Barbara Huyck to organization contact
- Barbara is available to answer questions at: barbara.huyck@go.doe.gov or 303-275-4746
- For more info on ASAP enrollment, go to:

http://fms.treas.gov/asap/pr_questions_enrollment.html

Project Description

Recipient presentation of Activities & status

For each Activity:

1) **Overview of Activity objectives and approach to successful implementation.**

2) **Description of Activity tasks**

3) **Activity milestones & schedule/timeline**

4) **Current status**

Questions?

STATEMENT OF PROJECT OBJECTIVES

City of Las Vegas, NV
City of Las Vegas, NV Energy Efficiency and Conservation Block Grant

A. PROJECT OBJECTIVES

The purpose of this award is to implement the Recipient's Energy Efficiency & Conservation Strategy (EEC&S) in order to reduce fossil fuel emissions; reduce total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors, along with creating jobs.

B. PROJECT SCOPE

The scope for this award is the implementation of the EEC&S and all supporting documentation necessary for the proposed activities (Attached).

C. PROJECT MANAGEMENT AND REPORTING

Reports and deliverables will be provided in accordance with the Federal Assistance Reporting Checklist.

EECBG Activity Worksheet

Grantee: City of Las Vegas, NV Date: 06/25/2009

DUNS #: 30381610 Program Contact Email: tperrigo@lasvegasnevada.gov

Program Contact First Name: Thomas Last Name: Perrigo

Project Title: City Energy Efficiency Program: City Facilities Solar Covered Parking Project

Activity: 13. Onsite Renewable Technology If Other:

Sector: Public If Other:

Proposed Number of Jobs Created: 45.10 Proposed Number of Jobs Retained:

Proposed Energy Saved and/or Renewable Energy Generated: 5,120,000 kWh generated per year

Proposed GHG Emissions Reduced (CO2 Equivalents): 949.000

Proposed Funds Leveraged:

Proposed EECBG Budget: 4,150,000.00

Projected Costs Within Budget: Administration: $234,739.00 Revolving Loans: Subgrants: $165,300.00

Project Contact First Name: Tom Last Name: Perrigo Email: tperrigo@lasvegasnevada.gov

Metric Activity: Renewable Energy Market Development If Other:

Project Summary: *(limit summary to space provided)*

City Energy Efficiency Program: City Facilities Solar Covered Parking Project

Project Description
This project will help construct a total of 950 kW of solar covered parking projects at various city facilities, with projects distributed throughout the six Council Wards of the city. This project will help achieve targets in the Energy Efficiency and Conservation Strategy that is modeled after the City's Sustainable Energy Strategy (R-50-2008), adopted by Council on 9/3/08. The EECS and adopted policy's goal is to achieve a 10% renewable energy standard by 2011 and 20% by 2020. This project, combined with separate renewable energy installations at the City's wastewater treatment plant, will bring the City to an approximately 10% renewable energy standard for all operations by 2011. The project will also provide highly-valued covered parking at city facilities for employees and citizens, and be visible to the community, helping promote the city's sustainability initiative.

Jobs Created/Retained
The ARRA Community Solar Master Plan has been placed on the City's Capital Improvements Program. Based on present market conditions in the renewable energy and construction industries, the City estimates 45.1 private sector jobs will be directly created and retained.

Energy Generation and GHG reduction
This project will generate 950 kW, or 5.12 million kWh of renewable energy per year, which is estimated to reduce the City's carbon footprint by 949 tons CO2e.

Funding
$4,150,000 of EECBG funds will be combined with additional funding from the City's Green Building Special Revenue Fund, utility rebates, CDBG-R, and from New Clean Renewable Energy Bonds. All land for the projects is owned by the City.

See Solar Covered Parking Budget justification file for details.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity **page 1**.pdf," "OH-CITY-Columbus-Project Activity **page 2**.pdf," and continue as needed.*

EECBG Activity Worksheet

Grantee: City of Las Vegas, NV Date: 06/25/2009

DUNS #: 30381610 Program Contact Email: tperrigo@lasvegasnevada.gov

Program Contact First Name: Thomas Last Name: Perrigo

Project Title: City Energy Efficiency Program: City Facilities Retrofits

Activity: 5. Energy Efficiency Retrofits If Other:

Sector: Public If Other:

Proposed Number of Jobs Created: 8.48 Proposed Number of Jobs Retained:

Proposed Energy Saved and/or Renewable Energy Generated: 7,834,314 kWh saved per year

Proposed GHG Emissions Reduced (CO2 Equivalents): 6,039.000

Proposed Funds Leveraged:

Proposed EECBG Budget: 780,000.00

Projected Costs Within Budget: Administration: $39,000.00 Revolving Loans: $0.00 Subgrants: $0.00

Project Contact First Name: Tom Last Name: Perrigo Email: tperrigo@lasvegasnevada.gov

Metric Activity: Building Retrofits If Other:

Project Summary: *(limit summary to space provided)*

City Energy Efficiency Program: City Facilities Retrofits

Project Description
The City of Las Vegas is currently soliciting proposals from qualified professional consulting firms interested in providing a comprehensive energy audit report for selected city buildings (17 facilities projected at a total of 422,328 square feet), using $100,000 from the City's Green Building Special Revenue Fund. Goals of the audit include working with city staff to provide detailed projections of improving environmental impacts, energy usage, cost savings related to: operations and maintenance procedures, optimization of major energy-consuming systems, and recommendations for installation and commissioning of the latest cost-effective energy conservation measures. The final audit report document shall include savings calculations and recommendations utilizing assumptions, projections, and baselines that best represent, at the time the audit is performed, the true value of future energy and operational savings as a result of installing, implementing, and commissioning agreed measures for the facilities. Upon completion of the audit, the City will contract to implement the recommended facility energy efficiency improvements, which will include, but are not limited to: improvements to indoor and outdoor lighting, heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment, exhaust systems and equipment, hot water systems, electric motors, transmission and drive systems, special systems (kitchen/dining equipment, elevators, laundry equipment, etc.) water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.), and building envelope. This project will help achieve targets in the Energy Efficiency and Conservation Strategy that is modeled after the City's Sustainable Energy Strategy (R-50-2008), adopted by Council on 9/3/08.

Jobs Created/Retained
Based on present market conditions in the renewable energy and construction industries, the City estimates 8.48 private sector jobs will be created/retained.

Energy Generation and GHG reduction
Upon completion of the retrofits to city facilities, this project is estimated to save 7,834,314 kWh of energy annually, which is estimated to reduce the City's carbon footprint by 6,039 tons CO2e.

Funding
The City will spend $12.53 million ($780,000 from the EECBG, $5 million using Conservation Bonds and $6.75 million in municipal bonds) to implement the recommendations of the audit.

No direct support documents; project requires completion of energy audit; budget items can be found in the SF-424A

City of Las Vegas Facilities
Lieburn Senior Center (2003), 6230 Garwood Ave; Mirabelli Community Center (2006), 6200 Hargrove Ave;
Fire Station 7 (1995), 10101 Banbury Cross Dr; All American Park (1989), 1551 Buffalo Dr;
Detention Ctr #5 (1991), 3300 Stewart Ave; E. Las Vegas Comm. Ctr. (2002), 250 Eastern Ave;
Freedom Park (2006), 889 Pecos Rd; Detention Ctr #3 (1997), 3300 Stewart Ave;
West Svc. Ctr. Cons. Svcs. (1999), 3301 Ronemus Dr; Durango Hills Comm. Ctr. (2000), 3521 Durango Dr;
West Svc. Ctr. Field Ops. (2004), 2875 Ronemus Dr; Doolittle Comm. Ctr. (2003), 1950 J St;
Atrium Building (1981), 333 Rancho Dr; Natural History Museum (1964), 900 Las Vegas Blvd;
Centennial Hills Comm. Ctr (2008), 6601 Buffalo Dr; Lied School (2003), 5340 Tropical Pkwy;
Fire Station 41 (2000), 6989 Buffalo Dr

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity **page 1**.pdf," "OH-CITY-Columbus-Project Activity **page 2**.pdf," and continue as needed.*

EECBG Activity Worksheet

Grantee: City of Las Vegas, NV Date: 06/25/2009

DUNS #: 30381610 Program Contact Email: tperrigo@lasvegasnevada.gov

Program Contact First Name: Thomas Last Name: Perrigo

Project Title: Community Energy Programs: Green Chips Energy Retrofit Loan Fund

Activity: 5. Energy Efficiency Retrofits If Other:

Sector: Residential If Other:

Proposed Number of Jobs Created: 1.90 Proposed Number of Jobs Retained:

Proposed Energy Saved and/or Renewable Energy Generated: 1,000,000 kWh saved (residential)

Proposed GHG Emissions Reduced (CO2 Equivalents): 760.000

Proposed Funds Leveraged:

Proposed EECBG Budget: 175,000.00

Projected Costs Within Budget: Administration: Revolving Loans: $175,000.00 Subgrants:

Project Contact First Name: Tom Last Name: Perrigo Email: tperrigo@lasvegasnevada.gov

Metric Activity: Loans and Grants If Other:

Project Summary: *(limit summary to space provided)*

Community Energy Programs: Green Chips Energy Retrofit Loan Fund

Project Description
Green Chips, an organization filing for non-profit status, will sell a "green" casino chip to tourists and residents who wish to offset their carbon footprint by funding sustainability projects in southern Nevada. These monies will be pooled with federal grant and bond funds to set up a revolving loan fund, administered by Green Chips, to fund energy audits and retrofits for low and middle income homes, businesses, and non-profits. The program is projected to serve 125 homes, 4 small commercial buildings, and 6 non-profit buildings within the city of Las Vegas in the first two year period. The EECS and adopted policy's goal is to establish by 2009 a fully operational Home Performance energy audit and conservation program, and provide financial incentives to City residents enroll in the program. This initiative will help promote the city's sustainability initiative, help residents control rising energy costs and lower the community's overall carbon footprint. Pending results of audits for individual buildings, recommended residential, commercial, and non-profit building energy efficiency improvements will include, but are not limited to: improvements to indoor and outdoor lighting, heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment, exhaust systems and equipment, hot water systems, electric motors, transmission and drive systems, special systems (kitchen/dining equipment, elevators, laundry equipment, etc.) water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.), and building envelope.

Jobs Created/Retained
The Green Chips energy audit and retrofit program will create an immediate demand for certified auditors and retrofit contractors in a market where thousands of construction jobs have been lost. Based on present market conditions in the renewable energy and construction industries, the City estimates 1.9 jobs will be directly retained and created. Green Chips will oversee the distribution loan funds to auditors and contractors and verify that parties are paid the prevailing wage as required by ARRA.

Energy Savings and GHG reduction
The total energy savings at the end of this two year period will equal 1,000,000 kwh, which is estimated to reduce the City's carbon footprint by 760 tons CO2e.

Funding
125 Homes x $4,208/retrofit = $526,000
4 Commercial sites x $50,000/retrofit = $200,000
6 Nonprofit sites x $20,000/retrofit = $120,000
EECBG funding = $175,000
Leveraged funding required = $846,000
TOTAL PROJECT COST = $1,021,000

The $175,000 EECBG funding will be used to capitalize a revolving loan fund to provide loans for energy audits and retrofits. Additional funding will be leveraged from Qualified Energy Conservation Bonds ($846,000), partner municipalities' EECBG grants and Conservation bonds, membership dues, and sales of Green Chips, carbon offsets and Renewable Energy Credits, and interest accrued.

See Community Energy Programs Budget and SF-424 for budget details.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity **page 1**.pdf," "OH-CITY-Columbus-Project Activity **page 2**.pdf," and continue as needed.*

EECBG Activity Worksheet

Grantee: City of Las Vegas, NV Date: 06/25/2009

DUNS #: 30381610 Program Contact Email: tperrigo@lasvegasnevada.gov

Program Contact First Name: Thomas Last Name: Perrigo

Project Title: Community Energy Programs: Home Free Nevada Energy Audit/Retrofit Rebates

Activity: 3. Residential and Commercial Buildings and Audits If Other:

Sector: Residential If Other:

Proposed Number of Jobs Created: 3.00 Proposed Number of Jobs Retained: 1.00

Proposed Energy Saved and/or Renewable Energy Generated: 1,980,000 kWh saved per year (residential)

Proposed GHG Emissions Reduced (CO2 Equivalents): 1,526.000

Proposed Funds Leveraged:

Proposed EECBG Budget: 269,200.00

Projected Costs Within Budget: Administration: $19,200.00 Revolving Loans: Subgrants:

Project Contact First Name: Tom Last Name: Perrigo Email: tperrigo@lasvegasnevada.gov

Metric Activity: Building Energy Audits If Other:

Project Summary: *(limit summary to space provided)*

Community Energy Programs: Home Free Nevada Energy Audit/Retrofit Rebates

Project Description
This project will establish a community energy audit rebate program in conjunction with Home Performance with EnergyStar. The Home Performance of Southern Nevada Program, running prior to 2009, has helped train construction and service sector residents to perform home energy audits. It also developed a training program that includes the Home Energy Rating System (HERS) and Building Performance Institutes (BPI) certification. 26 individuals have already completed online RESNET and BPI training program, which includes 2 people that serve as mentors in Southern Nevada for future training classes. A total investment of $569,200 ($269,200 investment from the EECBG, $250,000 from GBSRF) in home energy efficiency projects in Las Vegas will result in significant energy and carbon reductions and cost savings for the community. Rebates of up to $1,000 per home will be granted to homeowners that complete the audit and minimum retrofits according to Home Free Nevada program standards. This will consist of a $500 rebate for the energy audit from EECBG funds and $500 for completing the retrofit from the City of Las Vegas' Green Building Special Revenue Fund, consisting of an air conditioning tuneup and duct sealing.

Jobs Created/Retained
The ARRA Community Energy Program will require interested parties to apply with the Home Free Nevada program, which has partnered with the City. Applicants will then hire an approved certified contractor to conduct energy audits under the program. Based on present market conditions in the renewable energy and construction industries, the City estimates a total of 3 private sector jobs will be directly created or retained.

Energy Generation and GHG reduction
The total annual energy savings for residents will be 1,980,000 kWh, which is estimated to reduce the City's carbon footprint by 1,526 tons CO2e. This estimate assumes homeowners will leverage rebate money, utility incentives and tax credits with personal investment to maximize energy savings.

Funding
$250,000 of EECBG funds will be used to rebate the cost of energy audits to approximately 500 homes (audit rebates will be $500). $250,000 in leveraged funding will come from the City's Green Building Special Revenue Fund that will provide matching rebates for the accompanying retrofit to Home Free Nevada Program standards, valued at $500 per retrofit. $19,200 of EECBG funds will be used for administrative costs and expenses for the program.

See Community Energy Programs Budget and SF-424 for budget details.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity **page 1**.pdf," "OH-CITY-Columbus-Project Activity **page 2**.pdf," and continue as needed.*

EECBG Activity Worksheet

Grantee: City of Las Vegas, NV Date: 06/25/2009

DUNS #: 30381610 Program Contact Email: tperrigo@lasvegasnevada.gov

Program Contact First Name: Thomas Last Name: Perrigo

Project Title: Community Energy Programs: Community Facilities Energy Education Program

Activity: 6. Buildings and Facilities If Other:

Sector: Public If Other:

Proposed Number of Jobs Created: 1.00 Proposed Number of Jobs Retained: 0.00

Proposed Energy Saved and/or Renewable Energy Generated: 0

Proposed GHG Emissions Reduced (CO_2 Equivalents): 0.000

Proposed Funds Leveraged:

Proposed EECBG Budget: 75,000.00

Projected Costs Within Budget: Administration: $75,000.00 Revolving Loans: Subgrants:

Project Contact First Name: Tom Last Name: Perrigo Email: tperrigo@lasvegasnevada.gov

Metric Activity: Workshops, Training, and Education If Other:

Project Summary: *(limit summary to space provided)*

Community Energy Programs: Community Facilities Energy Education Program

Project Description
This project will establish a community facilities education and outreach component for the EECBG program. The Department of Civil and Environmental Engineering at the University of Nevada, Las Vegas has agreed to partner with the City to develop an education and outreach component that highlights the importance of renewable energy, energy efficiency, and conservation. UNLV will develop a Sustainable Energy Portal that will provide information on current energy retrofit projects, in addition to energy efficient retrofit projects and solar installations performed at city facilities using ARRA funds. A website will be included that displays all EECBG funded projects and detail conservation measures taken, real time performance, energy produced or saved, and GHG emissions reduced. UNLV students will also learn how to conduct energy audits. Outreach will be provided so that UNLV students will work with the community on home energy audits and how solar systems provide energy savings.

Jobs Created/Retained
The Community Facilities Energy Education Program will be a partnership with the University of Nevada, Las Vegas. The City and UNLV estimate that 0 NSHE jobs will be directly retained and 1-1.5 new public sector jobs will be created: 1 UNLV graduate student in the Department of Civil and Environmental Engineering will conduct research under the program and 1 part time undergraduate student assistant will be hired.

Energy Generation and GHG reduction
This project is not expected to directly reduce energy usage, carbon footprint, or GHG emissions. However, education about the City's programs may indirectly help in reducing energy usage and GHG emissions and is crucial to helping the public understand ARRA, the EECBG program, and why the City is working with UNLV to report the City's progress on the overall EECS. Doing so will help demonstrate to the public the cost savings, the reduced impact to the environment, and benefit of renewable energy.

Funding
$75,000 of EECBG funds will be used for implementation of the education and outreach program. $37,500 in leveraged funding will come from the University of Nevada, Las Vegas to help administer the program.

See UNLV Estimated Costs and SF-424 for budget details.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity **page 1**.pdf," "OH-CITY-Columbus-Project Activity **page 2**.pdf," and continue as needed.*

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an Encroachment Request from Bruce Bilyeu of Ahern Rentals on behalf of DFA, LLC, owner (southeast corner of Bonanza Road and Martin L. King Boulevard) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request consists of an 8-foot tall wrought-iron fence on the south side of Bonanza Road extending eastward from Martin L. King Boulevard for approximately 300-feet that will include two manual gates (which will remain open during business hours) and an approximate 10-foot wide area of landscaping on the south side of Bonanza Road extending approximately 98-feet eastward from Martin L. King Boulevard consisting of trees, shrubs, ground cover and an irrigation system for Ahern Rentals site improvements. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:
Approval

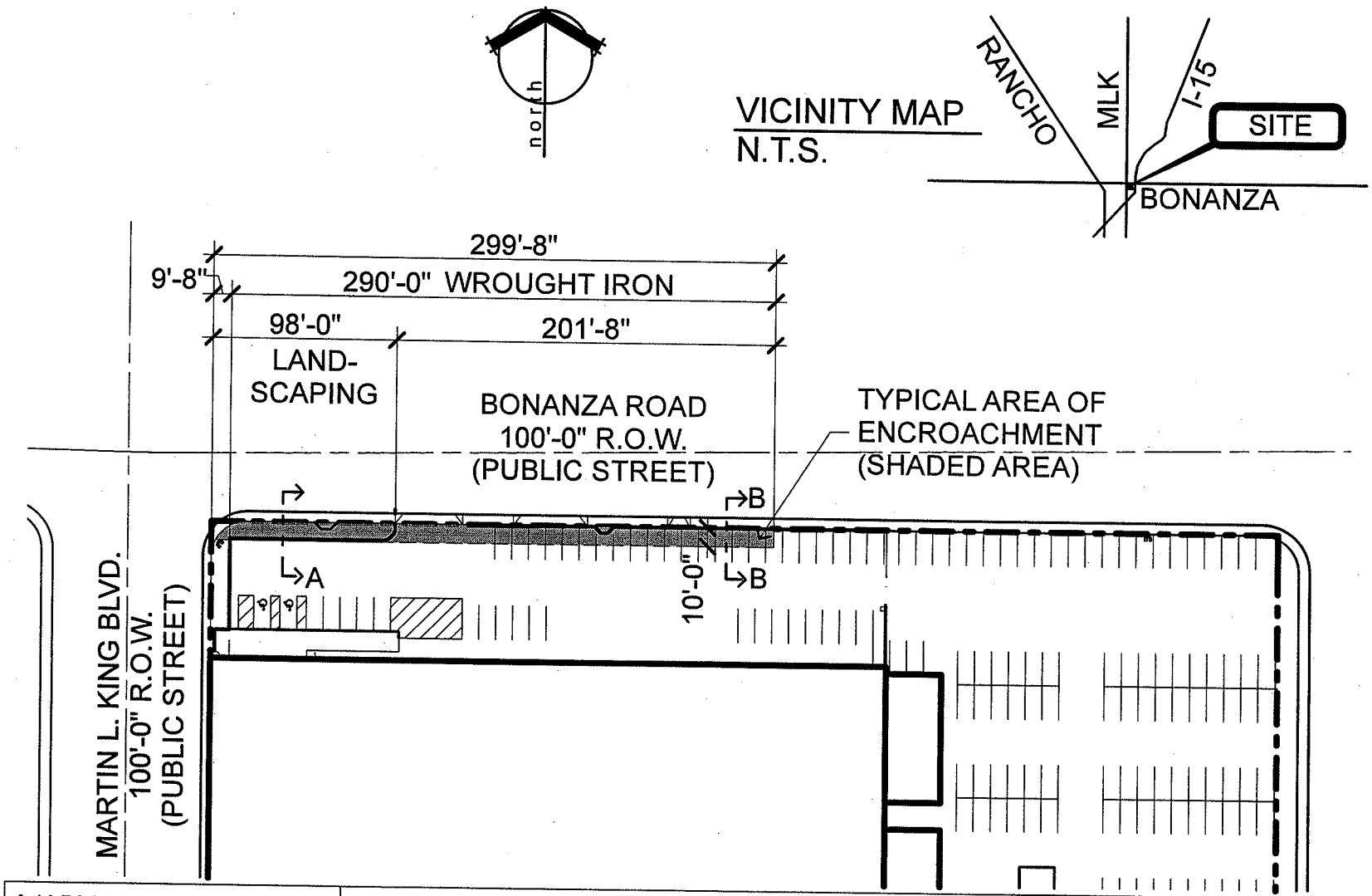
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST BRUCE BILYEU OF AHERN RENTALS ON BEHALF OF DFA, LLC, OWNER (SOUTHEAST CORNER OF BONANZA ROAD AND MARTIN L. KING BOULEVARD) – WARD 5 (BARLOW)

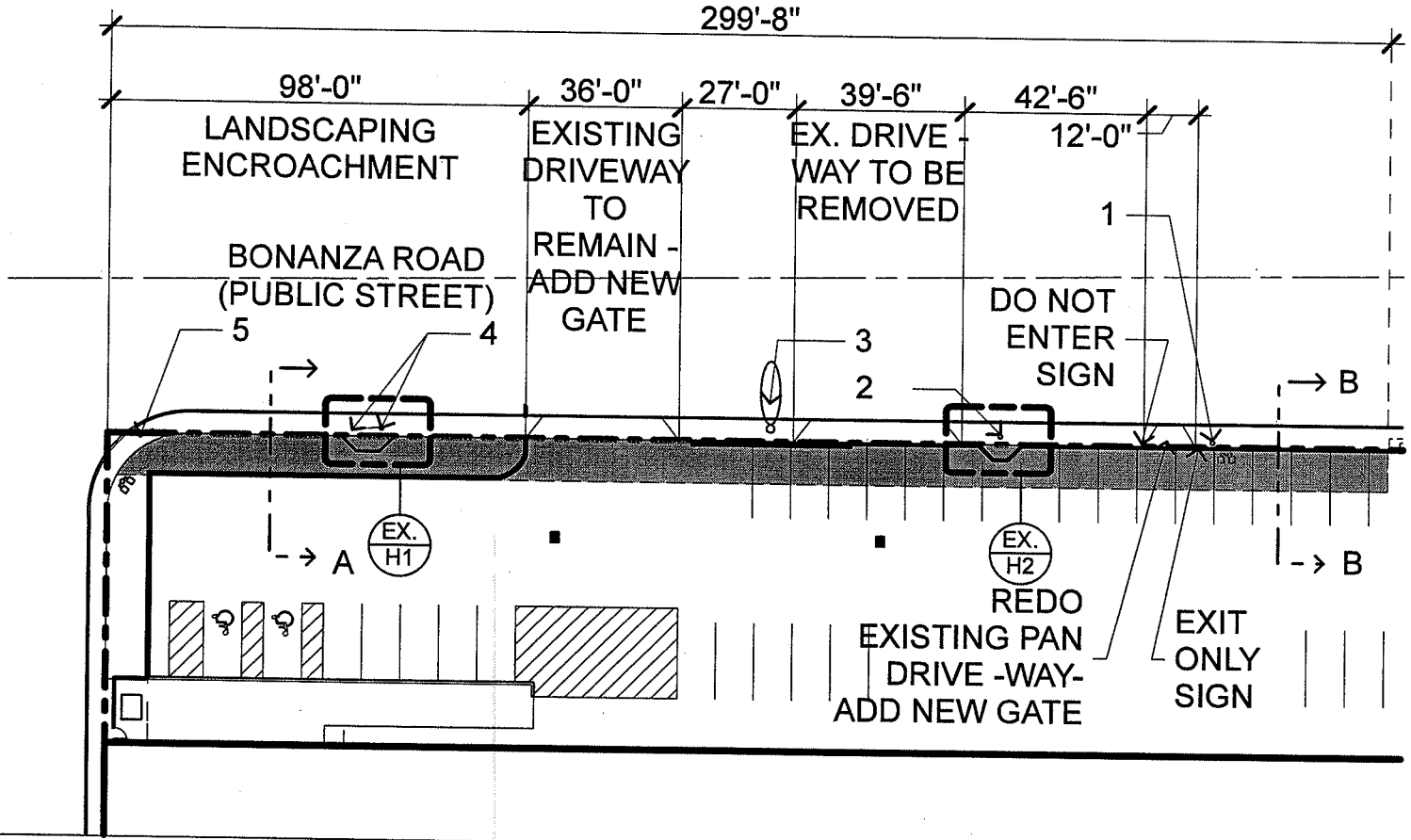
1. Copy of Encroachment Exhibit "A" (southeast corner of Bonanza Road and Martin L. King Boulevard)
2. Copy of Encroachment Exhibit "B" (site plan)
3. Copy of Encroachment Exhibit "C" (legend)
4. Copy of Encroachment Exhibit "D" (Bonanza Road typical section)
5. Copy of Encroachment Exhibit "E" (Bonanza Road typical Section)
6. Copy of Encroachment Exhibit "F" (Bonanza Road detail sheet)



1415 West Bonanza Road Las Vegas, Nevada 89106	ENCROACHMENT EXHIBIT A - SITE	11.13.09	PAGE 1

NOTE:

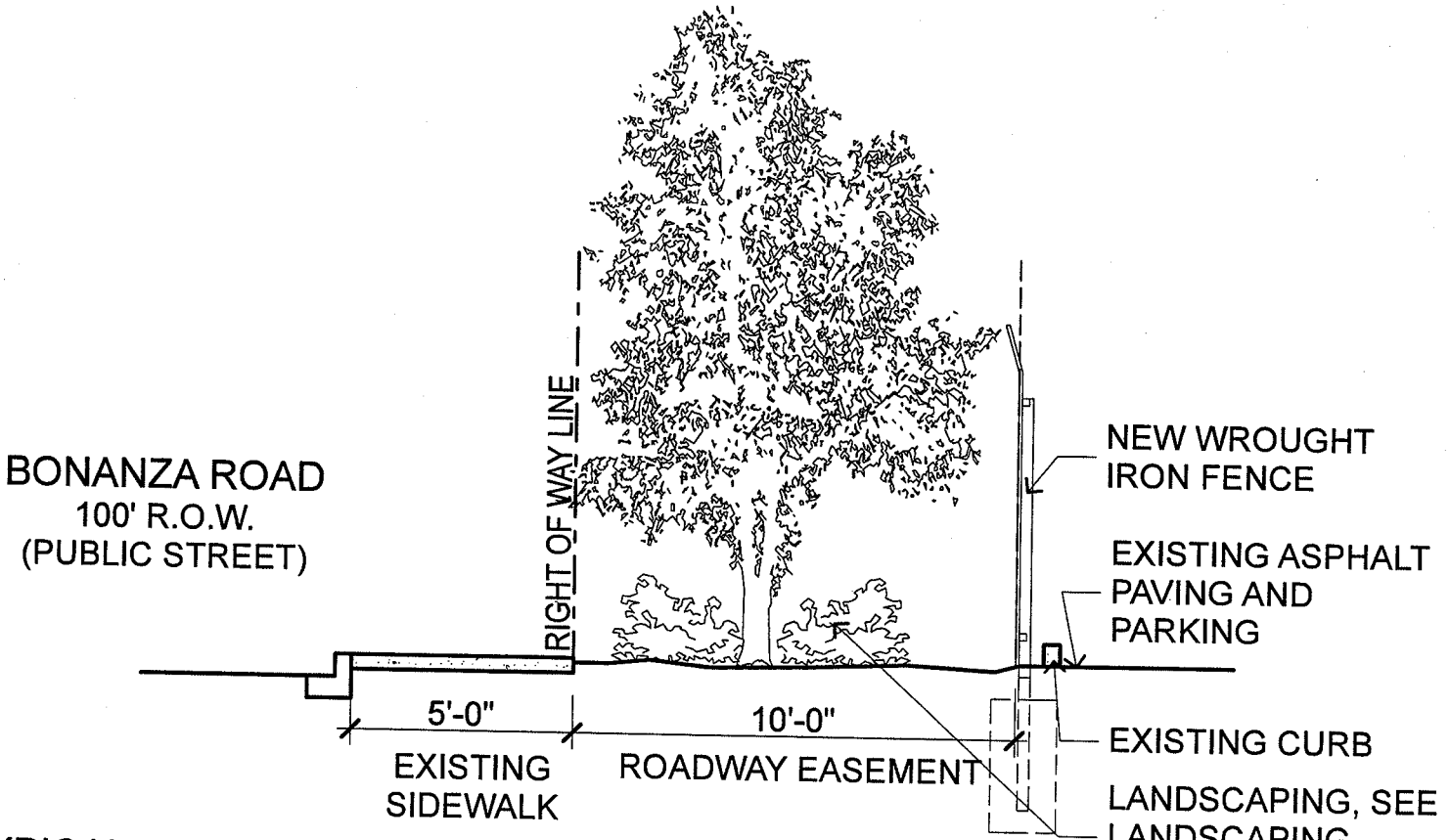
1. MANUAL GATES WILL REMAIN OPEN DURING BUSINESS HOURS AND A KNOX BOX WILL BE PROVIDED PER THE CLV FIRE DEPARTMENT



1415 West Bonanza Road Las Vegas, Nevada 89106	ENCROACHMENT EXHIBIT B - SITE PLAN (WEST)	11.13.09	PAGE 2

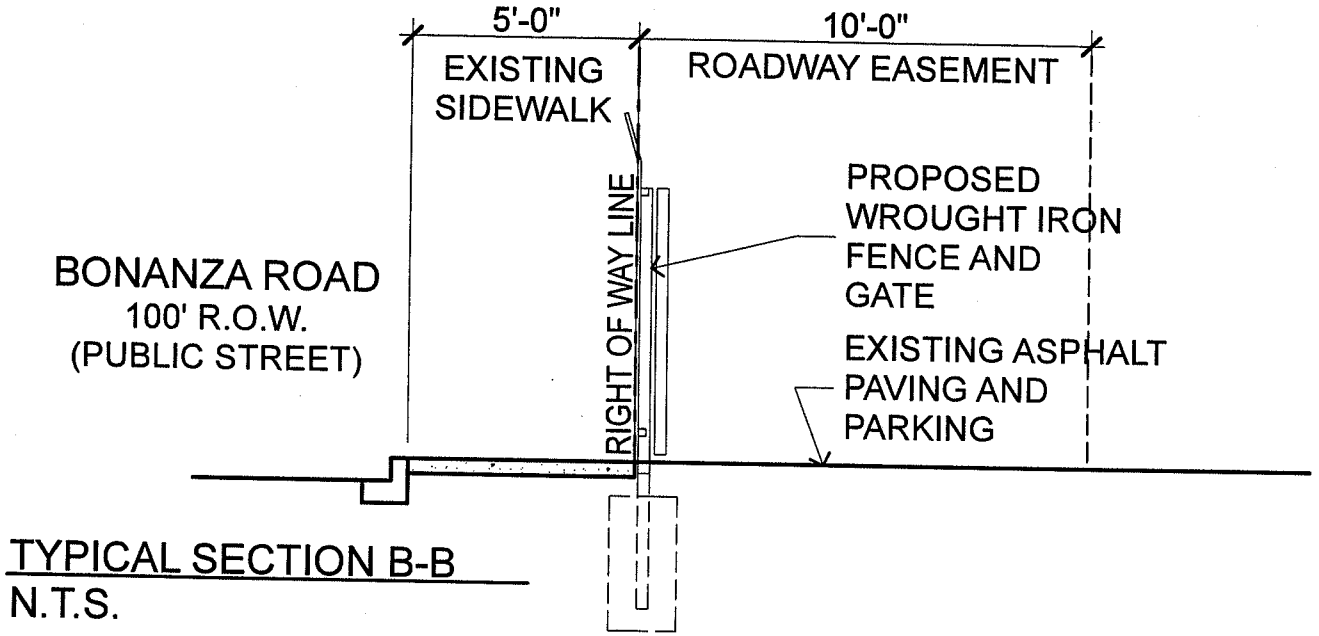
LEGEND FOR OBSTRUCTIONS IN THE RIGHT OF WAY AS SHOWN ON ENCROACHMENT EXHIBIT "B"

ITEM IN SIDEWALK	MEASUREMENTS
1. FIRE HYDRANT (STUB)	3'-5" FROM FH TO BACK OF CURB
2. POWER POLE	3'-0" FROM BACK OF POWER POLE TO SIDEWALK
3. LIGHT POLE	34" FROM BACK OF LIGHT POLE TO SIDEWALK (COMPLIES WITH CURRENT ANSI 117.1-2003 MINIMUM, SEE EXHIBIT J)
4. POWER POLE / GUY WIRE	3'-0" FROM BACK OF POWER POLE TO SIDEWALK
5. SIGNAL POLE	



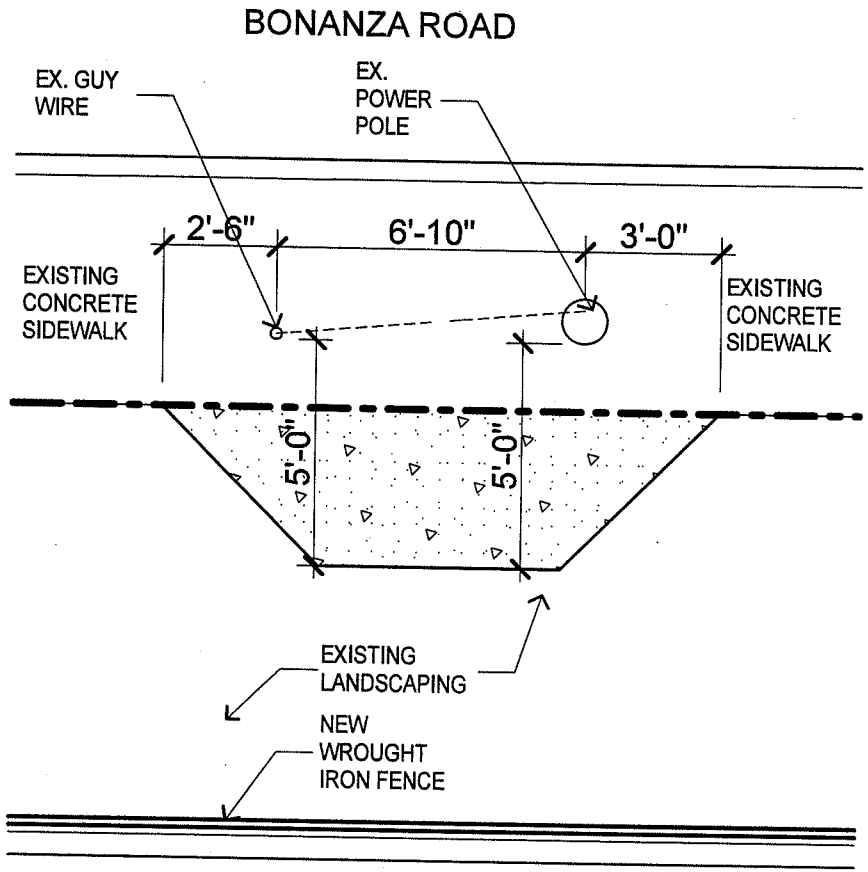
TYPICAL SECTION A-A
N.T.S.

1415 West Bonanza Road Las Vegas, Nevada 89106	ENCROACHMENT EXHIBIT D - SECTION AA	11.13.09	PAGE 4

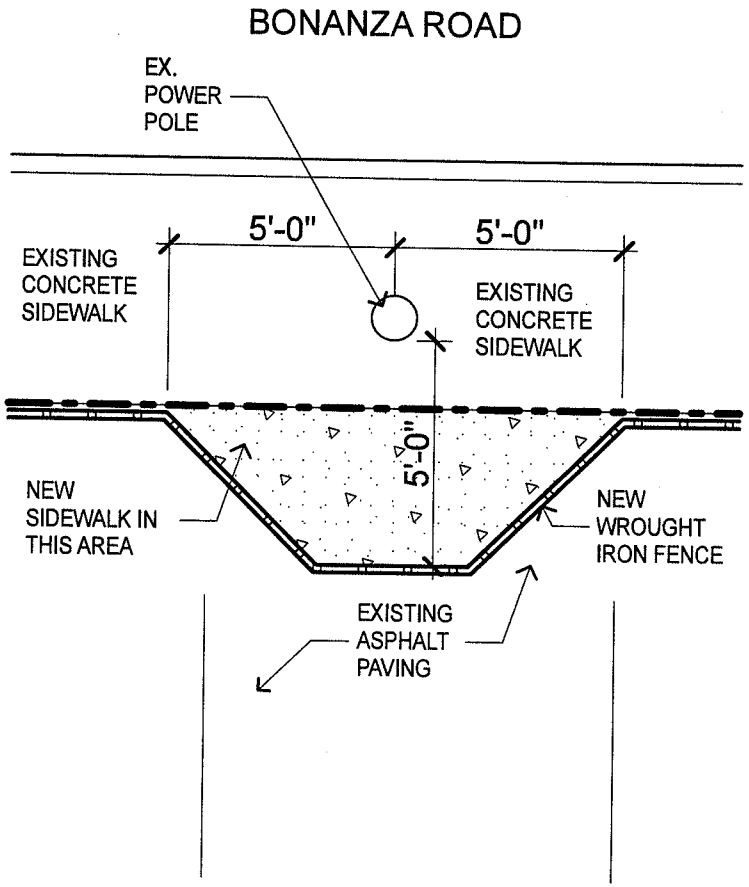


TYPICAL SECTION B-B
N.T.S.

1415 West Bonanza Road Las Vegas, Nevada 89106	ENCROACHMENT EXHIBIT E - SECTION BB	11.13.09	PAGE 5



1. DETAIL AT #12 POWER POLE



2. DETAIL AT #10 POWER POLE

1415 West Bonanza Road Las Vegas, Nevada 89106	ENCROACHMENT EXHIBIT F - DETAILS	11.13.09	PAGE 6

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an Encroachment Request from ATC Associates, Incorporated on behalf of TWHR, LLC, Virginia Barrett Trust and Stella Sobchick Trust, owners (alley between 9th Street, 10th Street, Fremont Street and Carson Avenue) - Ward 5 (Barlow)

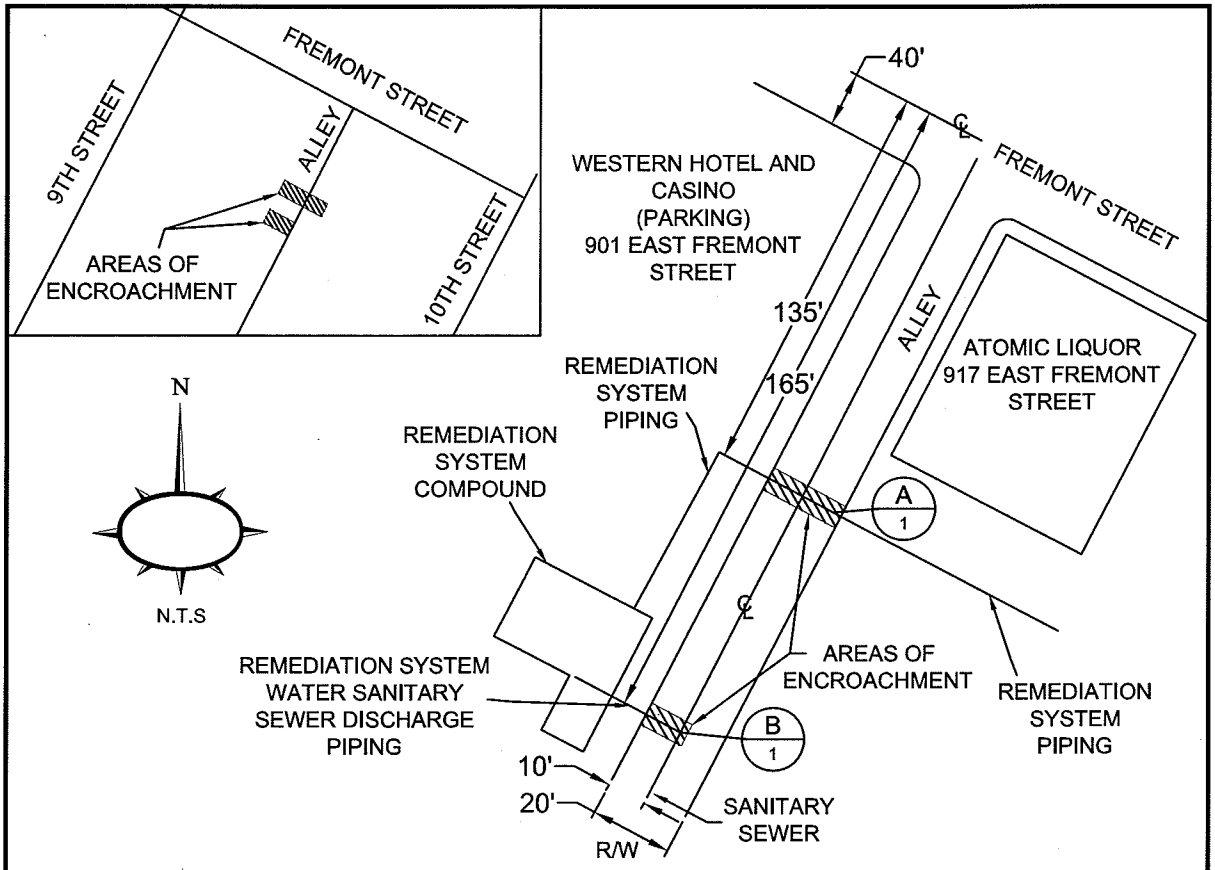
Fiscal Impact

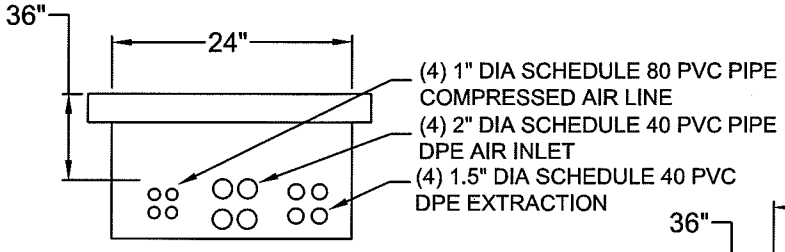
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request consists of four 1-inch diameter schedule 80 PVC (polyvinylchloride) pipes for a compressed airline; four 2-inch diameter schedule 40 PVC pipes for DPE (Dual Phase Extraction) air inlets; and one 1.5-inch diameter schedule 40 PVC pipe for DPE located approximately 135-south of the centerline of Fremont Street. In addition, the installation of a 6-inch diameter schedule 40 PVC pipe for the remediation system water sanitary sewer discharge connection placed in a 12-inch wide by 36-inch deep trench across the right-of-way located approximately 165-feet south of the centerline of Fremont Street across the west half of the right-of-way, where it will connect to the City's existing sanitary sewer system that is approximately along the centerline of the right-of-way. These pipes are to be used for remediation system water operation and discharge only for the former Exber Texaco Station site. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

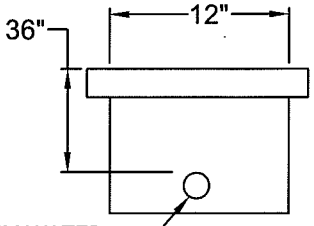
RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (alley between 9th Street, 10th Street, Fremont Street and Carson Avenue)





A - TRENCH CROSS SECTION DETAIL
NOT TO SCALE



B - TRENCH CROSS SECTION DETAIL
NOT TO SCALE

EXHIBIT "A"

ENCROACHMENT EXHIBIT

WESTERN HOTEL AND CASINO
901 EAST FREMONT STREET
LAS VEGAS, NEVADA

PROJECT NUMBER:	085.30997.0006	FIGURE
DATE:	9/3/09	1

VATC 2925 E. Patrick Lane, Suite M
Las Vegas, Nevada 89120-2457
Ph: (702) 798-5750 *** Fax: (702) 798-5742

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval to file a Right-of-Way Grant with the Bureau of Land Management for Trail purposes lying within a portion of the Southeast Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 60 East, Mount Diablo Meridian, generally located east of Rainbow Boulevard and north of Westcliff Drive, APN 138-27-802-005 - Ward 1 (Tarkanian)

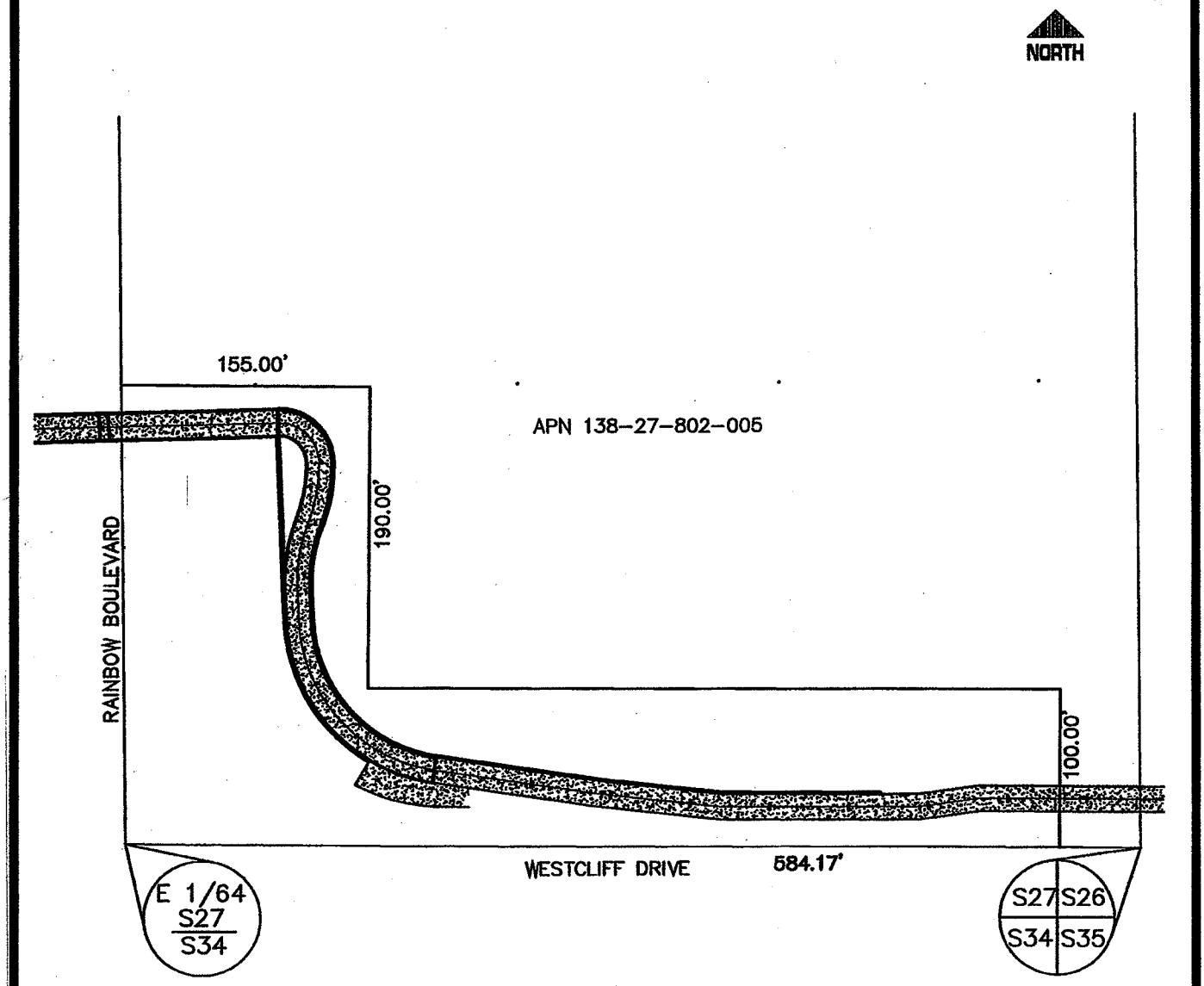
Fiscal Impact

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

PURPOSE/BACKGROUND:
This grant area is part of the Bonanza Trail Phase 2 and will provide a trail system from the western area of the city to the downtown area.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map



SCALE: 1"=100'

DEPARTMENT OF PUBLIC WORKS ENGINEERING DESIGN SECTION	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
DATE: 11-04-2009 DRAWN BY: JVT	CITY OF LAS VEGAS SURVEY OFFICE
SHEET: 1 OF 1	

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:

Approval to Appraise and Purchase or Condemn for a right-of-way parcel for the Traffic Package 7A project located at the northwest corner of Bonanza Road and Tonopah Drive, commonly known as 2100 West Bonanza Road, being a portion of the North Half of the Southeast Quarter of Section 29, Township 20 South, Range 61 East, Mount Diablo Meridian, APN 139-29-704-031 ($10,000 - Traffic Improvement Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,000
Funding Source: Traffic Improvement Capital Projects Fund
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

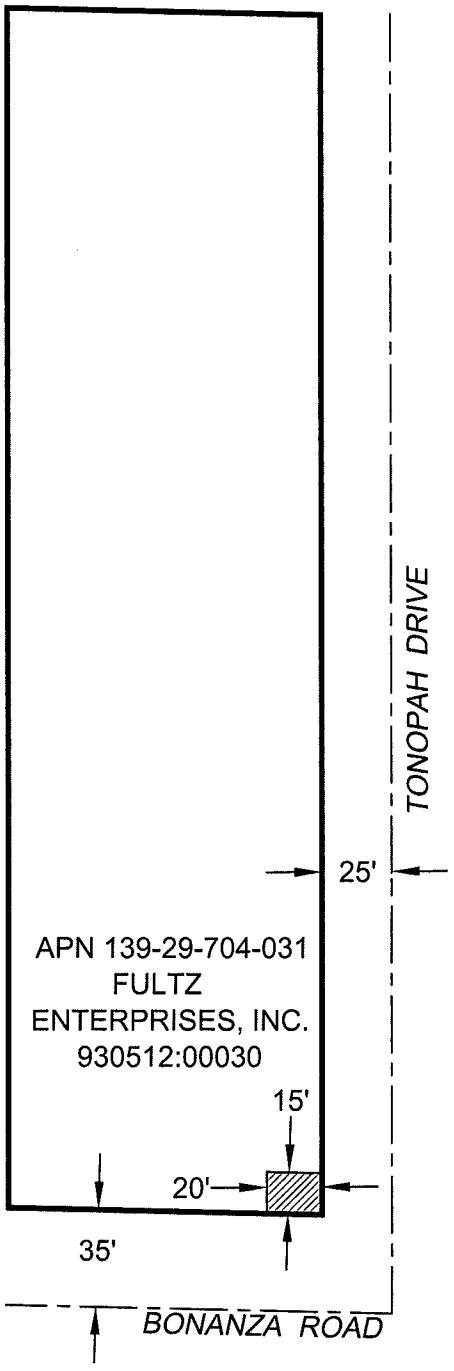
Traffic Package 7A is part of the City's Stimulus Package (American Recovery and Reinvestment Act of 2009). The City must purchase a permanent easement for traffic signal improvements needed for this project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Map



NOT-TO-SCALE

LEGEND

PROPOSED TRAFFIC SIGNAL EASEMENT

STREET CENTERLINE

PRIVATE PARCEL LINE

NE 1/4, SE 1/4, SEC 29, T20S, R61E, MDM
APN 139-29-704-031
EASEMENT FOR TRAFFIC SIGNAL PURPOSES

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of Supplemental Interlocal Contract 590a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $5,159,000 for the Horse Drive Interchange project at US-95 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on August 14, 2008 for the construction of the Horse Drive Interchange project at US-95. Supplemental Interlocal Contract 590a will decrease the project funding in the amount of $5,159,000. The Contract is being reduced to align projected expenditures with the recent reductions in the Regional Transportation Commission of Southern Nevada 20-year Capital Improvements Program. The project is still fully funded for construction and the total cost of the Contract shall not exceed $14,121,000. The Regional Transportation Commission of Southern Nevada approved this Contract at the October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 590a

SUPPLEMENTAL INTERLOCAL CONTRACT
HORSE DRIVE INTERCHANGE AT US-95

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Horse Drive Interchange at US-95 located wholly within the CITY has been approved by the RTC.

WHEREAS, the parties have executed an interlocal contract dated August 14, 2008; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction; and

WHEREAS, the CITY wishes to reduce total project funding.

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

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

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

1. The total cost for construction and engineering shall not exceed $14,121,000.

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

The remainder of the Interlocal Contract dated August 14, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract is effective as of the date first set forth above.

///

Date of Commission Action:

10/8/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 10/19/09

Deputy City Attorney Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of Supplemental Interlocal Contract 482b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to November 30, 2015 and decrease project funding in the amount of $1,575,000 for the installation of bus turnouts on Charleston Boulevard between Fremont Street and Nellis Boulevard - Ward 3 (Reese) and County

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on August 12, 2004 and a Supplemental Interlocal Contract on December 11, 2008 for the construction, design, right-of-way acquisition and right-of-way other for improvements associated with the installation of bus turnouts along the Citizen Area Transit bus routes on Charleston Boulevard, between Fremont Street and Nellis Boulevard (Bus Turnout Project-Fiscal Year 2005). Supplemental Interlocal Contract 482b will extend the project completion date to November 30, 2015 and decrease project funding in the amount of $1,575,000. The Contract is being reduced to align projected expenditures with the recently approved Regional Transportation Commission of Southern Nevada 20-year Capital Improvements Program. Total cost of the Contract shall not exceed $1,925,000. The Regional Transportation Commission of Southern Nevada approved this Contract at the October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 482b

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
BUS TURNOUT PROJECT-FISCAL YEAR 2005

THIS SUPPLEMENTAL INTERLOCAL CONTRACT No. 2 made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY", County of Clark, a political subdivision of the State of Nevada hereinafter referred to as "COUNTY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, a Project for the design and installation of bus turnouts including right-of-way acquisition, construction of bus turnout, passenger loading pad, ADA accessibility, utility relocation, retaining walls, landscaping, sign relocation, driveways relocation, storm drain drop inlets relocation along Charleston Boulevard between Fremont Street and Nellis Boulevard, located partially within the CITY and partially within the COUNTY, has been approved by the RTC.

WHEREAS, the parties have executed an interlocal contract dated August 12, 2004 and supplemental interlocal contract on December 11, 2008; and

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

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

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

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

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

1. The total cost for construction and engineering shall not exceed $1,925,000.

2. The CITY will be issued a revised "Authorization to Proceed" for engineering design at a cost not to exceed $1,175,000, right-of-way acquisition at a cost not to exceed $500,000, and right-of-way at a cost not to exceed $250,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

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

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

7. The project must be completed to the satisfaction of the RTC prior to November 30, 2015.

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

The remainder of the Interlocal Contract dated August 12, 2004 and supplemental interlocal contract dated December 11, 2008 shall remain unchanged.

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

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Date of Commission Action:

10/8/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 10/19/09

Deputy City Attorney Date

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____

RORY REID, Chairman

Attest:

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of Supplemental Interlocal Contract 461g between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to June 30, 2012 and decrease project funding in the amount of $1,600,000 for the ITS Communication Infrastructure project - All Wards and County

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with Clark County and the Regional Transportation Commission of Southern Nevada (RTC) on March 11, 2004 and Supplemental Interlocal Contracts on October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009 and August 13, 2009 for improvements required to provide fiber optics interconnect conduit and fiber optic cable. Supplemental Interlocal Contract 461g will extend the project completion date to June 30, 2012 and decrease project funding in the amount of $1,600,000. The Contract is being reduced to align projected expenditures with the recent reductions in the Regional Transportation Commission of Southern Nevada 20-year Capital Improvements Program. Total cost of the Contract shall not exceed $4,900,000. The Regional Transportation Commission of Southern Nevada approved this contract at the October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 461g

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7
ITS COMMUNICATION INFRASTRUCTURE PROJECT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7, made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY", the County of Clark, hereinafter referred to as "COUNTY" a political subdivision of the State of Nevada, and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WHEREAS, the parties hereto previously entered into an Interlocal Contract on March 11, 2004 and supplemental interlocal contracts on October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009 and August 13, 2009 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable, located partially within the CITY and partially within the COUNTY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to reduce total project funding and extend the project completion date.

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

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

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

1. The total cost for construction and engineering shall not exceed $4,900,000.

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

7. The project must be completed to the satisfaction of the RTC prior to June 30, 2012.

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

The remainder of the Interlocal Contract dated March 11, 2004, and supplemental interlocal contracts dated October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009 and August 13, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 7 is effective as of the date first set forth above.
///

Date of Commission Action:

10/8/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 10/19/09

Deputy City Attorney Date

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____

RORY REID, Chairman

Attest:

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of Supplemental Interlocal Contract 522b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2015 and decrease project funding in the amount of $1,160,000 for the installation of bus turnouts on Decatur Boulevard between Meadows Lane and Sahara Avenue - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on November 10, 2005 and a Supplemental Interlocal Contract on December 11, 2008 for the construction, design, right-of-way acquisition and right-of-way other for improvements associated with the installation of bus turnouts along the Citizen Area Transit bus routes on Decatur Boulevard, between Meadows Lane and Sahara Avenue (Bus Turnout Project-Fiscal Year 2006). Supplemental Interlocal Contract 522b will extend the project completion date to December 31, 2015 and will decrease project funding in the amount of $1,160,000. The Contract is being reduced to align projected expenditures with the recent reductions in the Regional Transportation Commission of Southern Nevada 20-year Capital Improvements Program. Total cost of the contract shall not exceed $1,440,000. The Regional Transportation Commission of Southern Nevada approved this Contract at its October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 522b

CONTRACT # 522b

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
BUS TURNOUT PROJECT- FISCAL YEAR 2006

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY", and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, a Project for the installation of bus turnouts including right-of-way acquisition, construction of bus turnout, passenger loading pad, ADA accessibility, utility relocation, retaining walls, landscaping, sign relocation, driveways relocation, storm drain drop inlets relocation along Decatur Boulevard between Meadows Lane and Sahara Avenue, which is wholly within the CITY, has been approved by the RTC; and

WHEREAS, the parties have executed an Interlocal Contract dated November 10, 2005 and supplemental interlocal contract dated December 11, 2008; and

WHEREAS, the CITY desires to reduce total project funding and extend the project completion date.

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

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

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

1. The total cost for engineering, right-of-way acquisition and right-of-way other shall not exceed $1,440,000.

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

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2015. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated November 10, 2005 and supplemental interlocal contract dated December 11, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is effective as of the date first set forth above.

///

///

Date of Commission Action:

10/8/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 10/19/09

Deputy City Attorney Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to construct bus turnouts as required by Senate Bill 173 (SB 173) for proposed locations at Stop ID 517- Charleston Boulevard at Rancho Road, Stop ID 2090- Pecos Road at Bonanza Road and Stop ID 1857- Rainbow Boulevard at Lake Mead Boulevard with three alternate stops - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The 2009 Nevada State Legislature passed Senate Bill 173 (SB 173), requiring the Regional Transportation Commission of Southern Nevada to designate 10 locations in the county that are owned by the State or by local governments and at which a bus turnout must be constructed by December 31, 2012. SB 173 also gave the Regional Transportation Commission of Southern Nevada (RTC) the authority to execute Interlocal/Cooperative Agreements with each local entity authorizing the construction of the turnouts. This Interlocal Agreement will allow the City of Las Vegas to construct the designated turnouts using RTC funds or allow the RTC to construct the turnouts. Proposed locations are Stop ID 517-Charleston Boulevard at Rancho Road, Stop ID 2090- Pecos Road at Bonanza Road and Stop ID 1857- Rainbow Boulevard at Lake Mead Boulevard and three proposed alternates; Stop ID 2211- Rainbow Boulevard at Lake Mead, Stop ID 697- Decatur Boulevard at Charleston Boulevard and Stop ID 752- Decatur Boulevard at Vegas Drive. The Regional Transportation Commission of Southern Nevada approved this contract at the December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement for Bus Turnouts Required by Senate Bill 173

INTERLOCAL AGREEMENT FOR BUS TURNOUTS REQUIRED BY SENATE BILL 173

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

W I T N E S S E T H

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statues, the RTC has the authority to provide for the construction, installation and maintenance of benches, shelters, and transit stops for passengers of public mass transportation (NRS 373.1183); and,

WHEREAS, pursuant to Nevada Legislative Senate Bill No. 173, effective July 1, 2009, the RTC shall designate ten (10) locations in the County of Clark, Nevada, at which a bus turnout must be constructed by December 31, 2012, and for each location designated, execute an interlocal or cooperative agreement that authorizes the construction of the turnouts; and,

WHEREAS, the CITY is willing to either construct the designated turnouts using RTC funds or allow the RTC to construct the turnouts.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC and the CITY mutually agree as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Agreement applies to improvements for bus turnouts at the locations acceptable to the CITY within the jurisdictional limits of the CITY identified in Exhibit "A", attached hereto and by this reference made a part hereof. The improvements may include constructing bus turnouts at the locations designated, drainage facilities, traffic control devices, and other appurtenances as may be necessary to construct a complete and functional project hereinafter referred as "Project." Other basic improvements such as curb, gutter, sidewalk, pavement, and streetlights may be included.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for Project costs related to the design, construction, and construction inspection of the turnouts.

SECTION III – GENERAL

CITY AGREES:

The CITY agrees to either design and construct the turnouts within the CITY jurisdiction identified in Exhibit "A" as referenced in Section I above, as part of a larger project or as a stand-alone project, or allow the RTC to design and construct the turnouts within the CITY rights-of-way as separately approved in writing by the CITY.

For turnouts constructed by the CITY:

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and Project signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. Upon completion of the construction of the Project it shall be maintained by the CITY and no funding is provided by this Agreement for such maintenance.

5. The Project must be completed prior to December 31, 2012. The RTC may, thereafter, grant time extensions to this Agreement.

6. The CITY will be responsible for the actions or inactions of its officers, employees or agents. The RTC disavows any responsibility for the actions or inactions of the CITY, its officers, employees, or agents.

For turnouts constructed by the RTC:

1. The CITY will review the plans prepared by the RTC or a consultant employed by the RTC and if said plans are acceptable provide a written notice to the RTC to proceed with the construction of the bus turnouts.

2. The CITY will review and approve an encroachment permit, and allow the RTC to inspect and approve the work.

3. The RTC will be responsible for the actions or inactions of its officers, employees or agents. The CITY disavows any responsibility for the actions or inactions of the RTC, its officers, employees or agents.

4. RTC agrees, at its sole cost and expense, to operate and maintain the shelter pads and shelter facilities in accordance with the current "Interlocal Agreement For Installation and Maintenance of Bus Stop Shelters", effective April 24, 2006 through December 31, 2026, for the turnouts identified in Exhibit "A" as referenced in Section I above.

RTC AGREES:

The RTC agrees to either fund the full costs for design and construction, or to design and construct the turnouts within existing CITY owned rights-of-way.

For turnouts constructed by the CITY:

1. The RTC will make progress payments to the CITY upon the furnishing of pay estimates prepared by the CITY for all Project costs reimbursable under this Interlocal Agreement for the Project.

For turnouts constructed by the RTC:

1. The RTC will prepare the design and complete the construction in compliance with CITY permitting and code requirements and in accordance with this Agreement.

IN WITNESS WHEREOF, this INTERLOCAL AGREEMENT is hereby executed as of the date first set forth below:

Date of City Council Action:

CITY OF LAS VEGAS

OSCAR B. GOODMAN
Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Legality and Form:

John S. Ridilla
Deputy City Attorney

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

LAWRENCE L. BROWN, III
Chairman

Attest:

LISA MAGNUSSON
Executive Assistant

Approved as to Form:

ZEV KAPLAN
General Counsel

EXHIBIT "A"

Senate Bill No. 173 - Bus Turnouts

List of 10 Turnouts To Be Constructed By December 31, 2012

Clark County

Stop ID	Owner	Jurisdiction	Travel Street	Dir	Cross Street	NS/FS
901	CC Parks and Rec	Clark County	Eastern	N	Warm Springs	FS
4172	Clark County	Clark County	Las Vegas	N	Sunset	NS
3029	Clark County	Clark County	Warm Springs	E	Las Vegas Blvd	FS

Las Vegas

Stop ID	Owner	Jurisdiction	Travel Street	Dir	Cross Street	NS/FS
517	Clark County (UMC)	Las Vegas	Charleston	E	Rancho	FS
2090	Las Vegas	Las Vegas	Pecos	S	Bonanza	FS
1857	Las Vegas	Las Vegas	Rainbow	S	Lake Mead	FS

Henderson

Stop ID	Owner	Jurisdiction	Travel Street	Dir	Cross Street	NS/FS
1068	Henderson Library District	Henderson	Green Valley Pkwy	S	Sunset	FS
348	Henderson	Henderson	Burkholder	E	Major	FS

North Las Vegas

Stop ID	Owner	Jurisdiction	Travel Street	Dir	Cross Street	NS/FS
1645	Clark County	North Las Vegas	Martin L. King	N	Carey	FS
418	City of North Las Vegas	North Las Vegas	Carey	W	West St	FS

Alternates

Stop ID	Owner	Jurisdiction	Travel Street	Dir	Cross Street	NS/FS
2211	NDOT/Private	Las Vegas	Rainbow	S	Lake Mead	FS
697	Las Vegas	Las Vegas	Decatur	S	Charleston	FS
752	Las Vegas (Redevelopment)	Las Vegas	Decatur	S	Vegas	FS
888	CC Parks and Rec	Clark County	Eastern	N	Sunset	NS
2670	CC Parks and Rec	Clark County	Sunset	E	Eastern	FS
2850	University of Nevada	Clark County	Tropicana	E	Swenson	FS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
RESOLUTIONS:

R-86-2009 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2010 Multipurpose Special Revenue Fund (SRF) Budget in the amount of $949,270 in order to recognize the tax credit to be received from the United States Treasury related to the interest payment to be made on the 2009B Certificates of Participation

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $949,270
Funding Source: Multipurpose SRF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The City has 2009B Certificates of Participation related to the construction of a new City Hall. Those certificates are being executed and delivered as "Build America Bonds" under the provision of the American Recovery and Reinvestment Act of 2009 (ARRA") and the City expects to receive a cash subsidy from the United States Treasury equal to 35% of the interest payable with respect to the 2009B Certificates on or about each interest payment date.

RECOMMENDATION:
Staff recommends approval of the augmentation to the Multipurpose SRF Budget.

BACKUP DOCUMENTATION:
1. Resolution R-86-2009
2. Exhibit A - Augmentation

RESOLUTION NO. R-86-2009

RESOLUTION TO AUGMENT THE FISCAL YEAR 2010 MULTIPURPOSE SPECIAL REVENUE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Multipurpose Special Revenue Fund are now determined to be $53,799,451 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in revenue resources in excess of the Fiscal Year 2010 Final Budget for the Multipurpose Special Revenue Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2010 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of December, 2009, that the Fiscal Year 2010 Budget for the Multipurpose Special Revenue Fund be increased from $49,734,769 to $50,684,039; and

BE IT FURTHER RESOLVED that additional expenditures totaling $949,270, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

_____ 12/3/09

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2010
AUGMENTATION AND AMENDMENT
MULTIPURPOSE SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
Revenues:			
Licenses & Permits	$ 1,854,618	$	$ 1,854,618
Intergovernmental	22,534,994		22,534,994
Charges for Services	7,250,321		7,250,321
Fines and Forfeits	170,000		170,000
Miscellaneous	2,477,569	949,270	3,426,839
Transfers In	2,285,000		2,285,000
Beginning Fund Balance	16,277,679		16,277,679
TOTAL	$ 52,850,181	$ 949,270	$ 53,799,451
Expenditures:			
General Government	$ 12,051,107	$ 949,270	$ 13,000,377
Judicial	3,008,675		3,008,675
Public Safety	850,000		850,000
Health	85,000		85,000
Welfare	1,266,129		1,266,129
Culture & Recreation	9,176,445		9,176,445
Economic Development & Assistance	410,412		410,412
Transfers Out	12,016,007		12,016,007
Ending Fund Balance	10,870,994		10,870,994
TOTAL	$ 49,734,769	$ 949,270	$ 50,684,039

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Discussion and possible action to acquire APN 126-24-701-011 and 126-24-701-012, located in the vicinity of Deer Springs Way and Hualapai Way, and to settle Albert D. Massi, et al. v. City of Las Vegas, Case No. A555582 in the Eighth Judicial District Court ($4,000,000 – Capital Improvement Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,000,000
Funding Source: Capital Improvement Fund
Dept./Division: Department of Finance and Business Services

PURPOSE/BACKGROUND:
In January of 2008, Albert D. Massi, Eileen Massi, David Oliveri, Mindy Oliveri, Donald Nobis and Mary Ann Nobis filed a lawsuit against the City claiming inverse condemnation as a result of a vacation of a portion of Deer Springs Way abutting their property. The respective appraisals for the property, as of the date of valuation, were $5,240,000 and $4,550,000. Plaintiffs have offered to settle the lawsuit and sell the property to the City for a total amount of $4,000,000. The proceeds would be payable in two equal installments on June 1, 2010 and December 1, 2010.

RECOMMENDATION:
Settlement of the lawsuit and acquisition of the properties for $4,000,000.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2009

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 354.624 requires an annual audit of the City be conducted by an independent public accounting firm. It further requires the audit report and the CAFR be presented to the governing body with the recommendations and the summary of narrative comments. The audit was conducted by Kafoury, Armstrong & Co. The City received an unqualified opinion.

RECOMMENDATION:
Receive the audit report and provide guidance for any management actions.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Temporary Tavern License, Arias for Life, LLC, dba El Rodeo Nightclub VIP, 1815 East Charleston Boulevard, Maricela Arias, Mgr, 50% and Jesus Arias, Mgr, 50% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Tavern License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Discussion and possible action regarding a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Fun Bars, Inc., dba Hang N Loose, To: Red Label Bar, Inc., dba Red Label Bar & Lounge, 332 West Sahara Avenue, Nely Petkova, Pres, Dir, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to Health Dept. regulations.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
Discussion and possible action regarding a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Red Label Bar, Inc., dba Red Label Bar & Lounge, 332 West Sahara Avenue, Nely Petkova, Pres, Dir, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Ninety Day Review of a Tavern License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE BASTIAN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to name the two trailheads on Durango Drive and Westcliff and Hualapai between Town Center Drive and Alta Drive - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The first trailhead is located on Durango between Summerlin Parkway and Westcliff Drive. This three phase trail project will begin at Bruce Trent Park on Vegas Drive. The trail will continue to the south adjacent to Durango Drive to tie into the trailhead on the west side of Durango at Westcliff Drive. The trail will continue from the trailhead to the south and will wrap around the city's Angel Park and then head westerly to cross Rampart Boulevard and continue along the south side of the Angel Park Golf Course and eventually terminate at Alta Drive. The new, multi-use trail will start at Hualapai Way, between Town Center Drive and Alta Drive, and extend easterly for approximately one-half mile adjacent to the Tournament Players Club at The Canyons. Both sides of the 10-foot-wide trail will be landscaped. Other amenities will include rest areas, benches, trash receptacles, pet waste stations and trail lighting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expiration 1-7-2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Advisory Committee was created to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. Members serve for a term of one year and may be reappointed for additional one-year terms. There is no City residency requirement. Mr. Irwin is eligible for reappointment.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. Irwin OR appoint a new member to fill his seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memorandum from Ted Olivas, Director of Administrative Services

Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance

	Name		Appointment Date	Expiration Date
1	**Mel Irwin**		1 /4 /2006	1/7/2010
	Councilwoman Tarkanian's Recommendation	**Reapp:**	**12/20/2006**	
			12/19/2007	
			1/7/2009	
2	**William McCurdy**		8 /1 /2007	1/21/2010
	Interim Councilman Steinman's Recommendation	**Reapp:**	**12/19/2007**	
			1/21/2009	

AUTHORITY: Assembly Bill 239, NRS Chapter 373

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday each month at 3:00 P.M.

NOTES: No City Residency Requirement
No compensation, per diem, or travel expenses

CONTACTS: Ted Olivas, Director, Government and Community Affairs, City of Las Vegas

Carl Scarbrough, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

Memorandum

City of Las Vegas
Administrative Services

RECEIVED
CITY CLERK

2009 DEC -1 A 8:06

To: Beverly Bridges, City Clerk

From: Ted Olivas, Director of Administrative Services TJO

C:

Date: December 1, 2009

Re: Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench-Shelters

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Councilwoman Lois Tarkanian contacted Mr. Mel Irwin, whose term on the Regional Transportation Commission (RTC) of Southern Nevada Advisory Committee on Bus Bench-Shelters expires on January 7, 2010. Mr. Irwin wishes to be appointed for another 1 year term on the Commission. Per RTC records, to date, he has attended one of the five meetings held in the last twelve months. Councilwoman Tarkanian recommends Mr. Irwin's reappointment.

2009 NOV 31 A 8:04

RECEIVED
CITY CLERK

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Letia (Lee) Heenan, Term Expiration 1-7-2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
The term of office for Letia (Lee) Heenan will expire January 7, 2010. 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. Ms. Heenan is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council.
Options are to appoint a new member OR to reappoint Ms. Heenan.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memorandum from Lonny Zimmerman, Acting Director, Leisure Services
3. Board Interest Forms for 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	**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**	
2	**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				
3	**Malcolm D. White**		11/7 /2001		4/7/2010		Reese
	Ward 4 Address	**Reapp:**	**4/7/2004**	**3/7/2007**			
4	**Brent Blackburn**		10/18/2000		1/6/2011		Reese
	Ward 3 Address	**Reapp:**	**12/5/2001**	**1/5/2005**	**12/19/2007**		
5	**Stavan R. Corbett**		11/2 /2005		11/2/2011		Brown
	Ward 3 Address	**Reapp:**	**10/15/2008**				
6	**Craig Ballew**		12/3 /2008		12/3/2011		Brown
	County Address	**Reapp:**					
7	**Harry Lee**		12/6 /2006		12/7/2011		Ross
	Ward 6 Address	**Reapp:**	**12/3/2008**				
8	**William Teel**		12/17/2008		12/17/2011		Reese
	Ward 6 Address	**Reapp:**					
9	**Kyle Stephens**		11/7 /2007		1/8/2012		Tarkanian
	Ward 1 Address	**Reapp:**	**12/17/2008**				
10	**Adroushan (Andy) Armenian**		6 /4 /2008		2/5/2012		Steinman
	County Address	**Reapp:**	**1/21/2009**				
11	**William McCurdy**		12/5 /2001		2/20/2012		Steinman
	Ward 5 Address	**Reapp:**	**1/22/2003**	**1/18/2006**	**1/21/2009**		

Name	Appointment Date	Expiration Date	Recommended By:
12 Tom McGrath Ward 1 Address	3 /1 /2006 **Reapp: 02/18/2009**	3/1/2012	Tarkanian
13 Laurie R. Buchman Ward 2 Address	9 /17/2008 **Reapp: 03/04/2009**	3/24/2012	Reese
14 Charles Foger Ward 5 Address	11/6 /2002 **Reapp: 2/19/2003 3/1/2006 03/04/2009**	3/24/2012	Reese
15 Michael R. Aker	10/4 /2006 **Reapp: 11/15/2006 12/2/2009**	12/12/2012	Reese

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: Lonny Zimmerman, Acting Director

CC: Vicky Skilbred
Stacey Campbell

Date: November 30, 2009

Re: Park and Recreation Advisory Commission - Reappoint Letia (Lee) M. Heenan

---

Ms. Letia (Lee) Heenan, of the Parks and Recreation Advisory Commission, has expressed her desire to be re-appointed to the Commission. Ms. Heenan's term is due to expire on January 7, 2010.

Ms. Heenan has had an excellent attendance record, with only one (1) absence within the last 22 months.

Ms. Heenan is a valued member of this commission and I highly recommend her re-appointment.

Confidential

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

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

09/24/2008 WED 15:32 [TX/RX NO 8943] 001

RECEIVED
CITY CLERK

2008 SEP 24 P 3:30

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Ralph Krauss

Home Street Address: 2601 S. Pavilion Center Dr. #1169

City: Las Vegas **ZIP Code:** 89135

Work Street Address: 5100 W. Sahara Ave.

City: Las Vegas **ZIP Code:** 89146

Employer: Clark County School District **Occupation:** Teacher

Home Phone Number: 702-575-7690 **Work Phone Number:** Not Applicable

Email Address: rkrauss@interact.ccsd.net

Please list the boards, commissions, or committees that you are interested in serving on:

I am interested in serving on any committee or commission that has openings. I would like to help and assist in any programs that deal with the betterment of our city.

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

I am seeking my first job as a city volunteer because I believe it is our duty as citizens to do whatever is necessary to make our city better regardless of what personal sacrifices we might have to make. So what experience I may lack I will make up for in perseverance and hard work.

For office use only

CLV Y___ N✓

Ward N/A

Date 9-25-08

09/24/2008 15:29 7023951524 THE UPS STORE PAGE 01/02

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I received my Bachelors from UNLV. I attended Sierra Nevada College for a year and a half for graduate school and I am currently in the Paralegal Studies Program at CSN. I have lived in Las Vegas and the surrounding communities for over seven years so I have a great deal of knowledge as far as how much we have grown as a city. My Bachelors Degree was in Communications with an emphasis in Journalism, so I understand a how public relations can play an important role to any organization regardless of how big or small. I studied Elementary Education for my graduate credits at Sierra Nevada College and I have been teaching in Clark County for a number of years now so I have worked with youths from age 5 to 18 so I would be a perfect addition to plan programs for kids. I am currently taking Law courses at CSN. I believe that this qualifies me to volunteer on numerous boards for our City's Council. To reiterate my point, I am not seeking any position in particular I just merely want to volunteer to serve on a commission or committee that needs someone who is willing to give all of their extra time, and effort in order to better their community.

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:
City Clerk City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

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.**

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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

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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

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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

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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

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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.

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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

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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.

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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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-45 – ABEYANCE ITEM - 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.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 12/16/2009 City Council Meeting pursuant to the 12/1/2009 Recommending Committee Meeting

First Reading – 11/18/2009; first Publication – 12/4/2009

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.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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 [NOTE: This item is related to Redevelopment Agency Item 5]

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:
ADOPTION at 12/16/2009 City Council Meeting pursuant to the 12/1/2009 Recommending Committee Meeting

First Reading – 11/18/2009; first Publication – 12/4/2009

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.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **58.**

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. 2009-53 – 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: _____

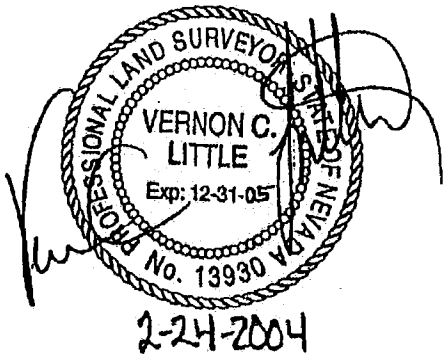
SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 2003.

_____
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.

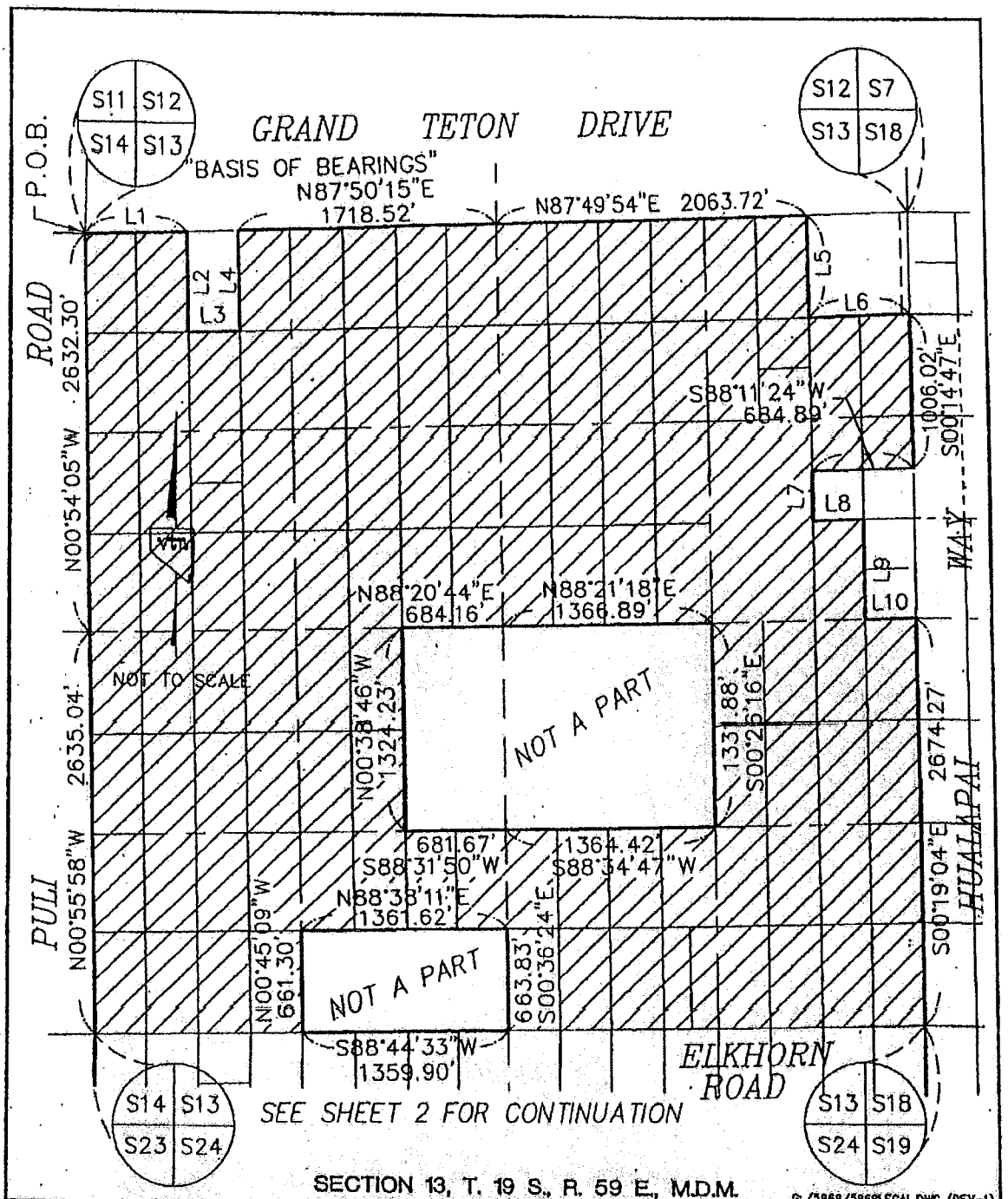
CONTAINING A TOTAL AREA OF 933.29 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

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.

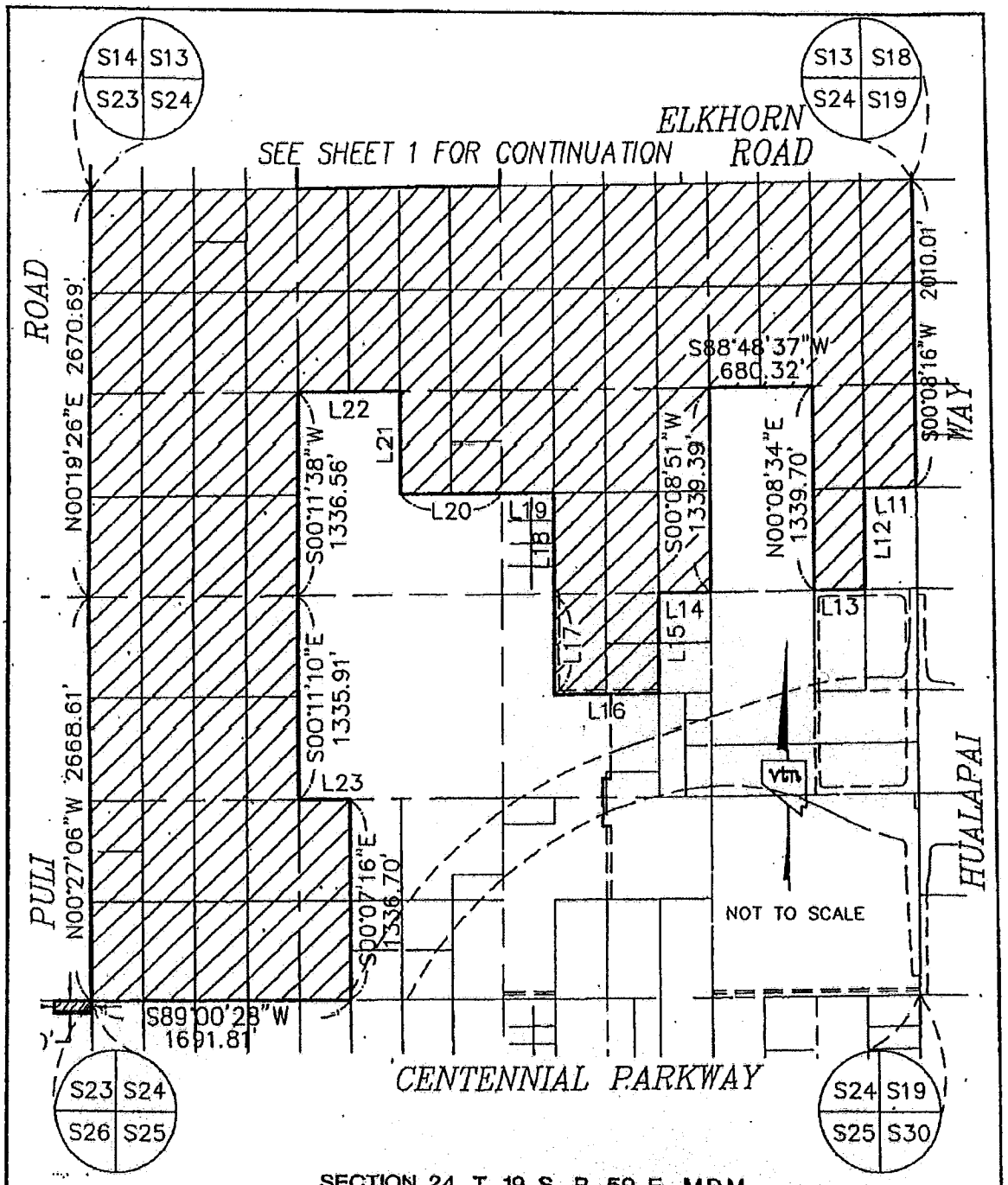
END OF DESCRIPTION.



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

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the City will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than $2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property to be dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three (3)

years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity. The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivisions) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g. electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (or otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principal and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D. 1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regard to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that it is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to chose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the City, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bond, cash or other acceptable form of security for payment of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

EXHIBIT C

[Traffic Signal Capital Improvement Plan]

2003-2013
Capital Improvements Plan
for Traffic Signal Impact Fees

Las Vegas, Nevada



prepared by **duncan** associates

May 2003

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INTRODUCTION

Currently, traffic signals in Las Vegas are primarily funded by the Clark County Regional Transportation Commission (RTC) as part of road projects, or by developers as a condition of development approval. The current developer exaction process requires developers to prepare a traffic impact study, and to pay fees to mitigate their impact on the need for traffic signals. The proposed traffic signal impact fee system would replace the current exaction process. The impact fee system would be more equitable than the current system, since all developers would participate, regardless of the size of the development. It would also be simpler for the City to administer.

This document represents the "capital improvements plan" for traffic signal impact fees required by Nevada law as a prerequisite to the adoption of impact fees. The development of traffic signal impact fees is an outgrowth of the *Impact Fee Feasibility Study* prepared for the City of Las Vegas by the consultant in association with PBS&J in August 2001. That study examined the feasibility of impact fees for a number of other facilities, including roads, storm drainage, parks and fire protection. Ultimately, the City has decided to proceed only with traffic signals at this time.

LEGAL FRAMEWORK

Impact fees in Nevada are governed by Chapter 278B, Nevada Revised Statutes (NRS), the State's impact fee enabling act. The Nevada Supreme Court has construed the act strictly in accordance with its terms. In *Southern Nevada Home Builders Assoc. v. City of North Las Vegas*,[1] the Nevada Supreme Court considered the validity of a local impact fee imposed for public safety purposes. Citing the facilities listed in the enabling act, the court held:

> We conclude that the language of NRS 278B is clear on its face, allowing impact fees only for the enumerated projects. However, even if NRS 278B were considered ambiguous, the legislative history of the statute clearly reflects an intent to restrict the projects for which impact fees could be imposed.

Assembly Bill 458, effective July 1, 2001, amended NRS 278B.130, which defined the term "street project" to include traffic signals. This amendment makes it clear that traffic signal impact fees are authorized under State law in Nevada.

SERVICE AREA AND BENEFIT DISTRICTS

In an impact fee system, a "service area" is a geographic area in which a set of capital facilities benefits the development located in the area, and all new development in the area is subject to a single fee schedule. A similar concept is that of "benefit district," which is an area in which the fees collected are earmarked for expenditure. A service area may be divided into multiple benefit districts in order to show a greater link between fees paid and benefit received, even though the larger service area is appropriate for determining average costs to serve new development.

[1] 112 Nev. 297, 913 P.2d 1276 (1996)

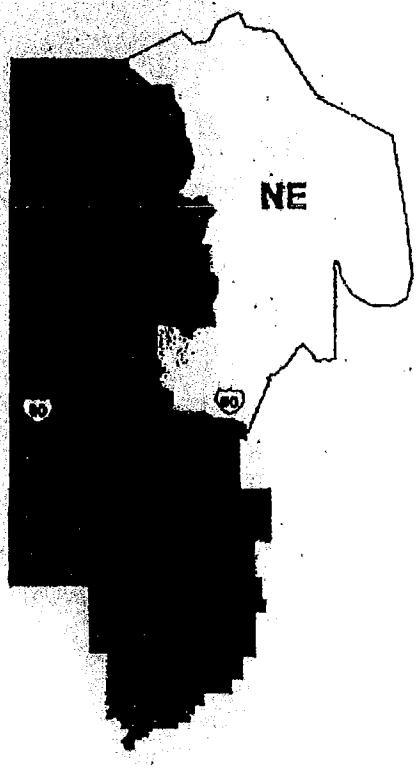
NRS 278B states that the land use assumptions must be prepared for "a specified service area." The capital improvements plan, in turn, must include a description of the capital improvements and costs for each service area, based on the approved land use assumptions. Finally, impact fees collected from 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.

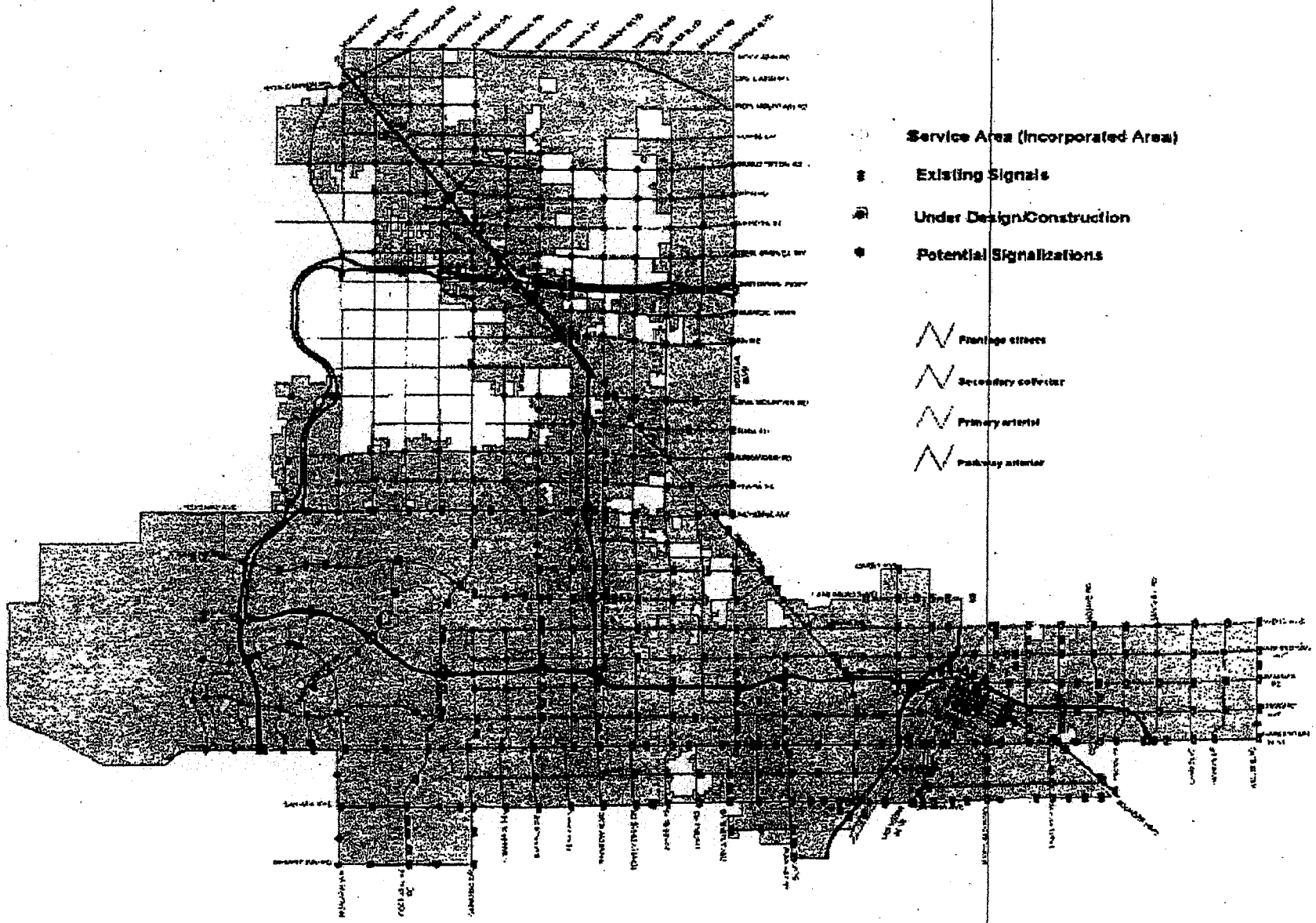
Figure 1
WASHOE COUNTY
BENEFIT DISTRICTS



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.	6.97	3.49	90%	2.3	7.21
Prison	571	1,000 sq. ft.	29.10	14.55	95%	1.7	23.50
School, Elementary	520	1,000 sq. ft.	37.91	18.96	24%	2.0	9.10
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.	11.77	5.89	24%	2.0	2.83
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

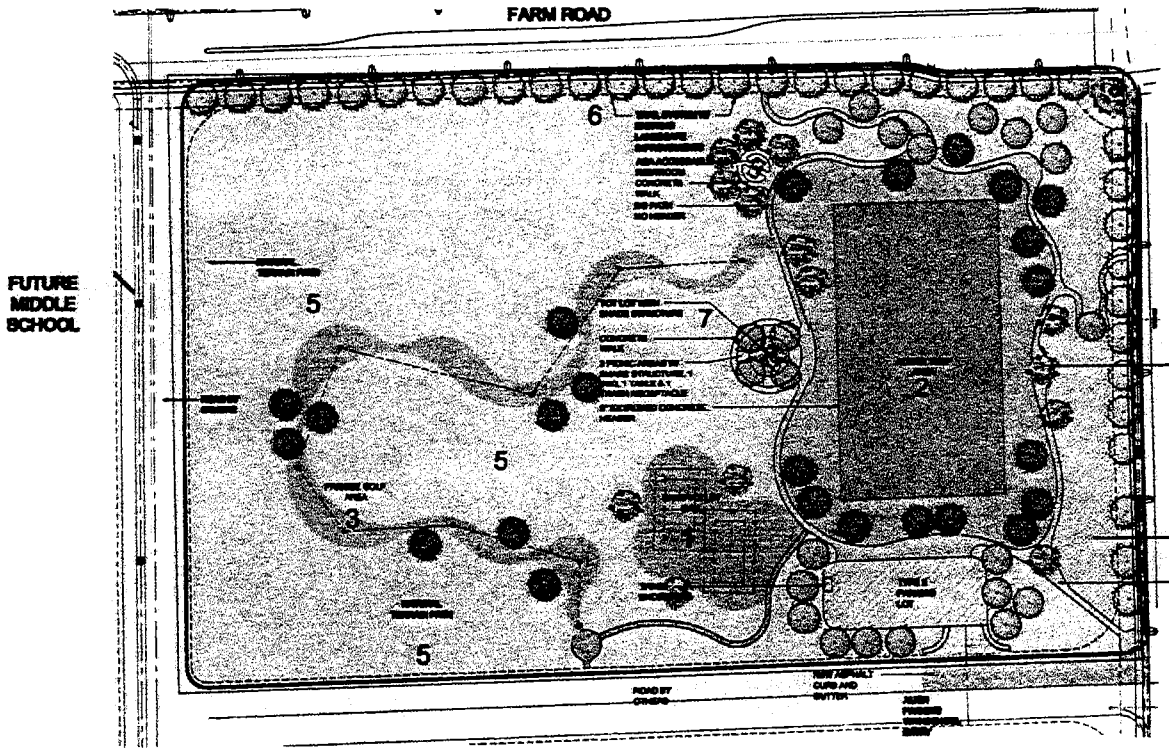
_____ _____
Cliff's Edge, LLC Date

EHHIBIT G
[Schedule of Traffic Signal Impact Fees]

Current Traffic Signal Impact Fee Schedule

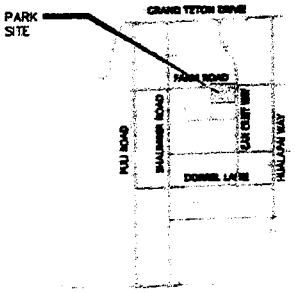
Land Use	Unit	Fee
Single-Family Detached	Dwelling	$185
Multi-Family	Dwelling	$128
Mobile Home Park	Pad	$93
Adult Congregate Living Facility	Dwelling	$42
Hotel/Motel	Room	$174
RETAIL/COMMERCIAL		
Shopping Center/Gen Retail (0-249,999 sf)	1,000 sq. ft.	$342
Shopping Center/Gen Retail (250,000499,999 sf)	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

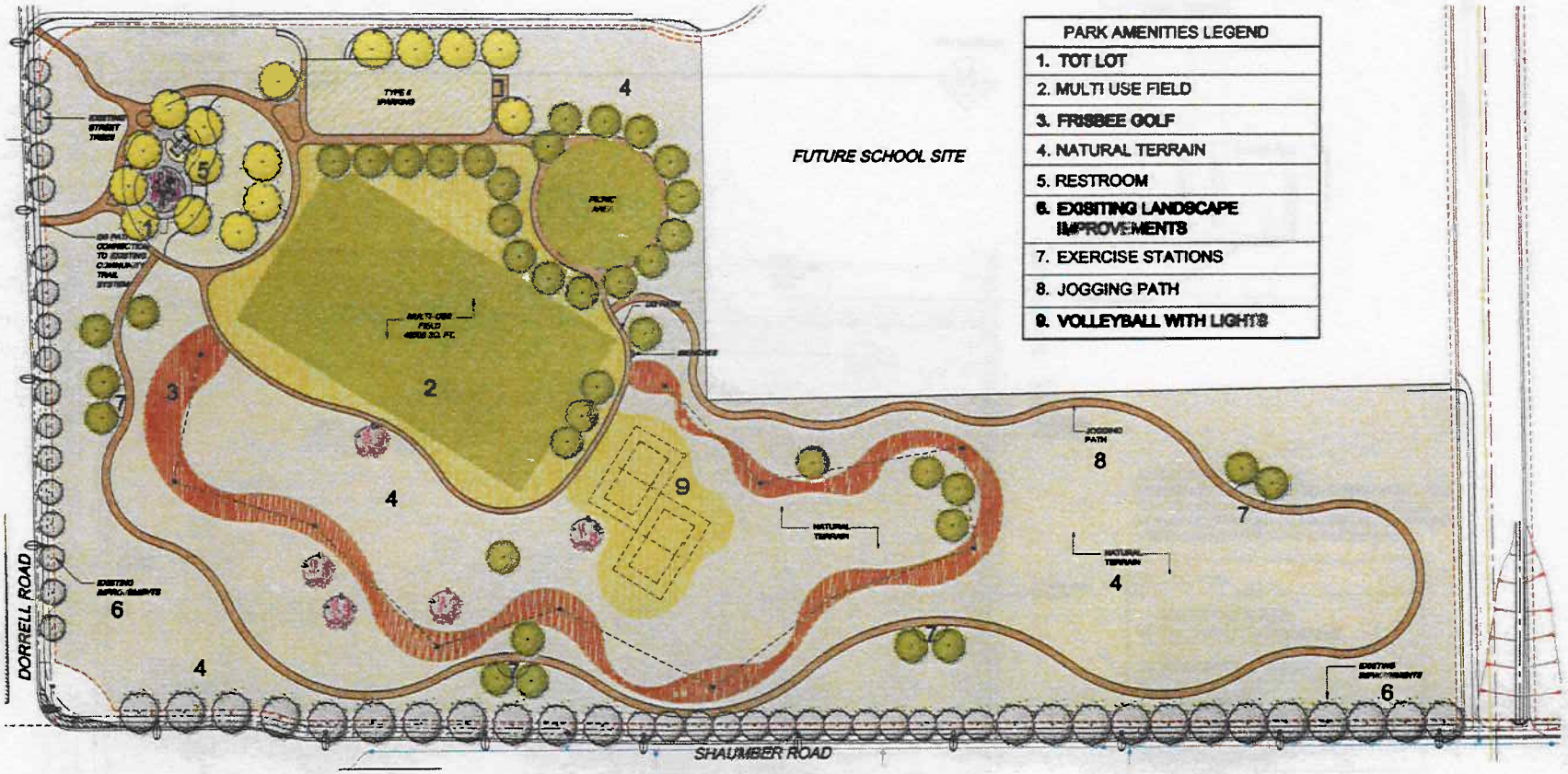
1 Conceptual Park Layout

Providence

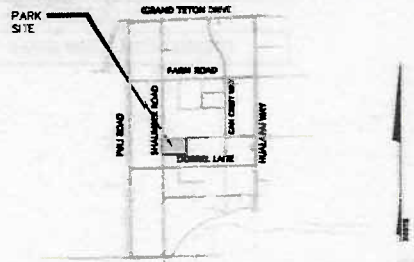
Las Vegas, Nevada

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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:

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

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:

EOT-36461 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: BUREAU OF LAND MANAGEMENT - Request for an Extension of Time of a previously approved Special Use Permit (SUP-23886) FOR A PROPOSED ELECTRIC UTILITY SUBSTATION approximately 370 feet east of the corner of Hualapai Way and Darling Road (APN 125-19-401-003), U (Undeveloped) Zone [PF (Public Facilities) General Plan Designation] and U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation], Ward 6 (Ross). Staff recommends APPROVAL

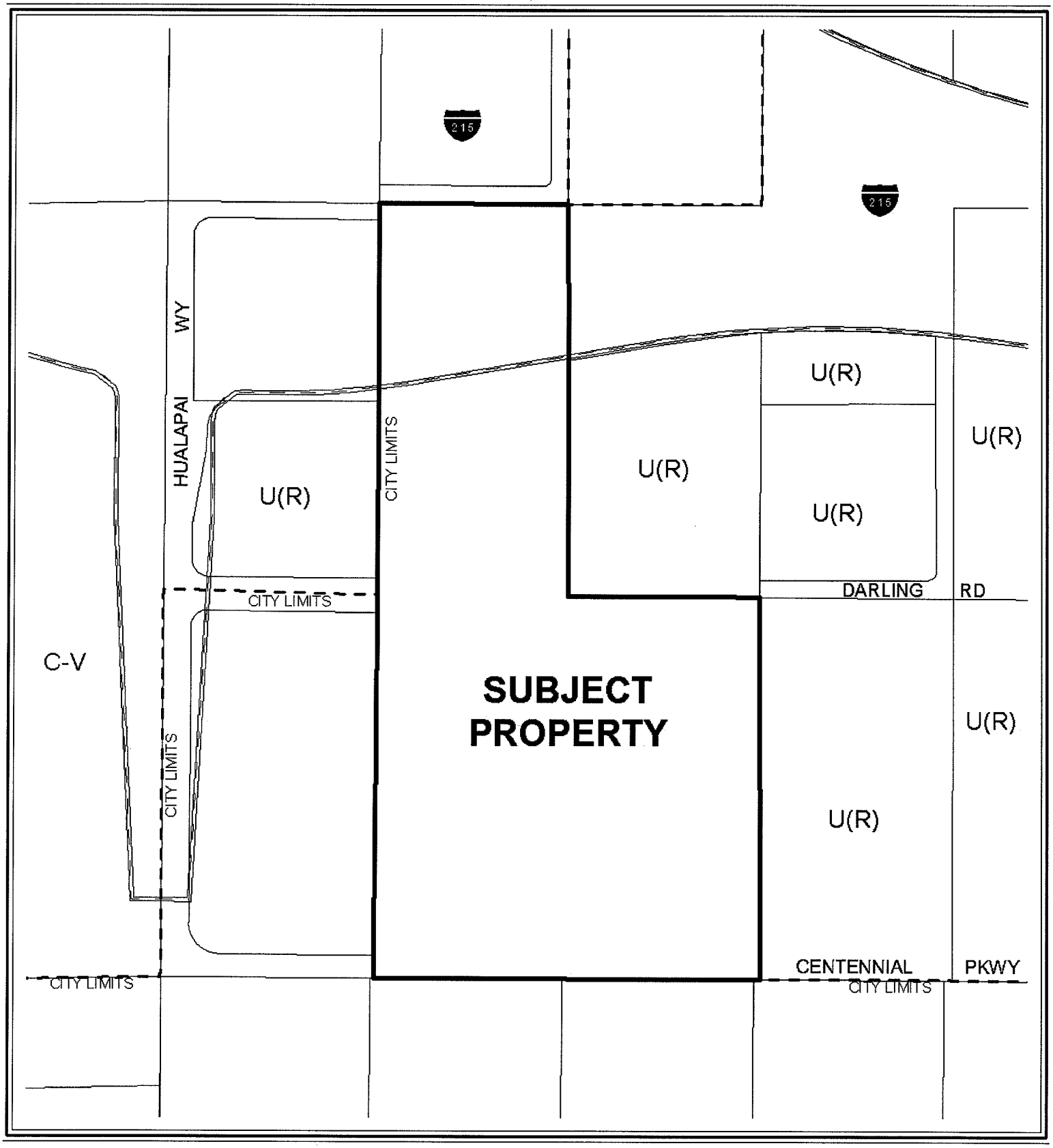
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-23886



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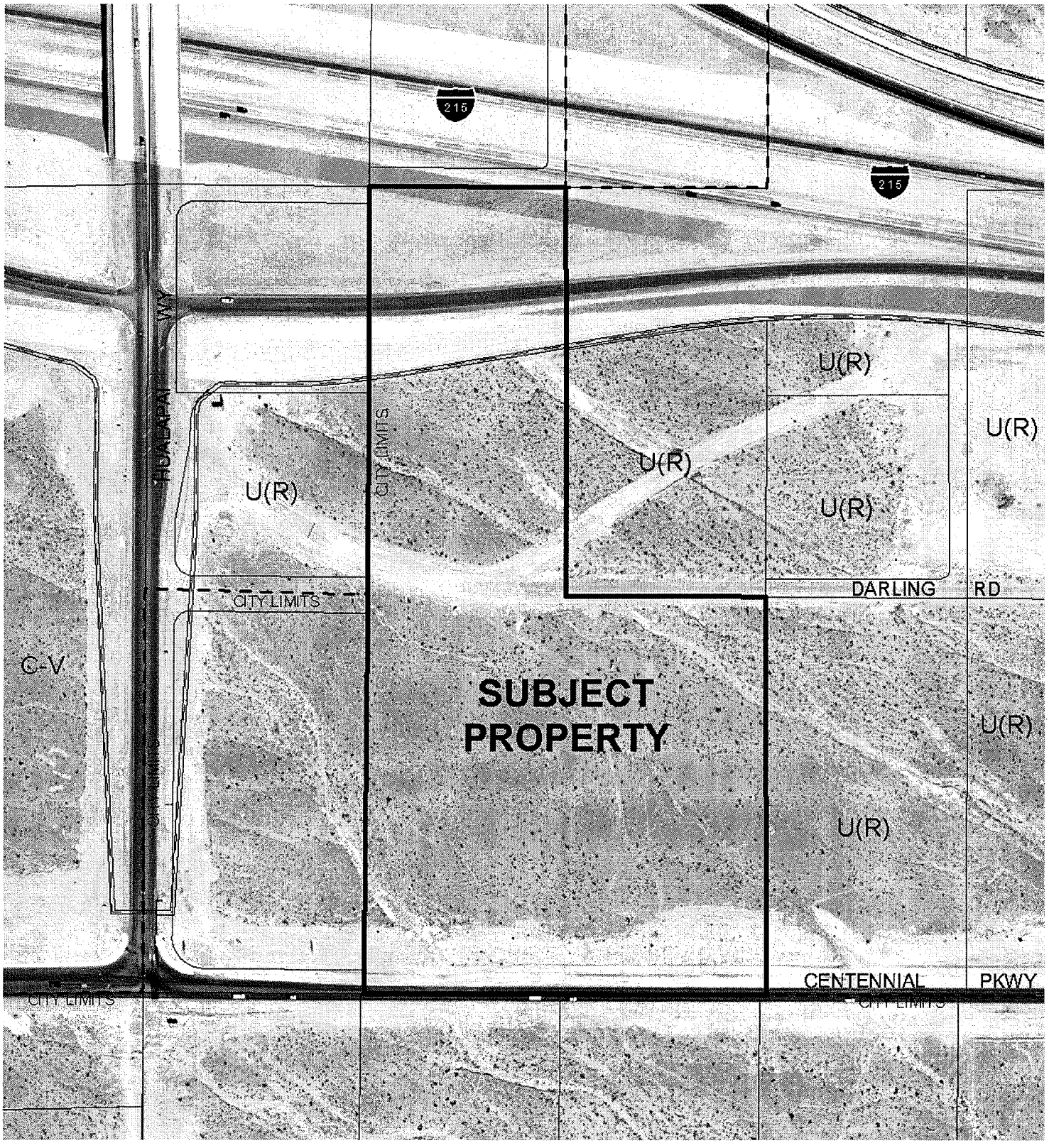
N

CASE: **EOT-36461**

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] AND U UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]



0 200 400 Feet

N

CASE: **EOT-36461**

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] AND U UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36461 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY – OWNER: BUREAU OF LAND MANAGEMENT

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-23886) shall expire on November 7, 2013 unless another Extension of Time of approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-23886) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject property is undeveloped land with a previously approved Special Use Permit (SUP-23886) for an Electric Utility substation. The applicant has not made any progress on the proposed project, as lack of development in the surrounding area has not required the additional load requirements for a new substation. No building permits have been issued nor has a plan check been submitted for review. The applicant is requesting a four-year Extension of Time to allow the surrounding area time to develop and warrant the Utility Substation. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/07/07	The City Council approved a request for a Petition to Annex (ANX-12215) approximately 207.83 acres of property generally located north of Centennial Parkway between Shaumber Road and Fort Apache Road, including Centennial High School on the west side of Hualapai Way with an effective date of 02/16/07. The Planning Commission recommended approval on 07/13/06.
09/05/07	The City Council approved a request to amend Map 11 of the Centennial Hills Sector Plan (GPA-22505) to add an Electric Utility Substation on the south side of Darling Road, approximately 370 feet east of Hualapai Way, removal of an Electric Utility Substation between Hualapai Way and CC 215; and to add Utility Transmission Lines along the jurisdiction's northwest boundary. The Planning Commission recommended approval on 07/26/07.
11/07/07	The City Council approved a request for a Special Use Permit (SUP-23886) for a proposed Electric Utility Substation approximately 370 feet east of the corner of Hualapai Way and Darling Road. The Planning Commission recommended approval on 09/27/07.
	The City Council approved a related request for a Site Development Plan Review (SDR-22509) for a proposed Electric Utility Substation.
Related Building Permits/Business Licenses	
No building permits or business licenses have been issued for the proposed use.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request

Site Area	
Gross Acres	10.00

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land- Proposed Electric Utility Substation on a portion of the land	PF (Public Facilities)	U (Undeveloped) [PF (Public Facilities) General Plan Designation]
North	Undeveloped Land	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
South	Undeveloped Land- Clark County	RNP (Rural Neighborhood Preservation)- Clark County	R-E (Rural Estates Residential)- Clark County
East	Undeveloped Land	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
West	Undeveloped Land- Clark County	R-L (Residential Low)- Clark County	R-E (Rural Estates Residential)- Clark County

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-23886) for a proposed Electric Utility Substation approximately 370 feet east of the corner of Hualapai Way and Darling Road. No building permits have been issued nor has plans been submitted for review. The area surrounding the subject site is undeveloped with no proposed uses.

Title 19.18.060 deems a Special Use Permit exercised upon the approval of a business license, if approved, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-23886) has not met the requirements outlined in Title 19.18.050 as no permits have been issued for the proposed project. The applicant is requesting an Extension of Time to allow the surrounding neighborhoods to develop and warrant the additional Utility Substation. Staff is recommending approval with a four-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-23886) 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-36461 APN: Ptn of 125-19-401-003

Name of Property Owner: Bureau of Land Management

Name of Applicant: Nevada Power Company dba NV Energy

Name of Representative: Michelle Baltz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of ~~Property Owner~~ Applicant: James Saavedra

Print Name: James Saavedra

Subscribed and sworn before me

This 20th day of October, 2009

Michelle Baltz

Notary Public in and for said County and State

MICHELLE BALTZ
Notary Public, State of Nevada
Appointment No. 98-4327-1
My Appt. Expires Jun. 22, 2010

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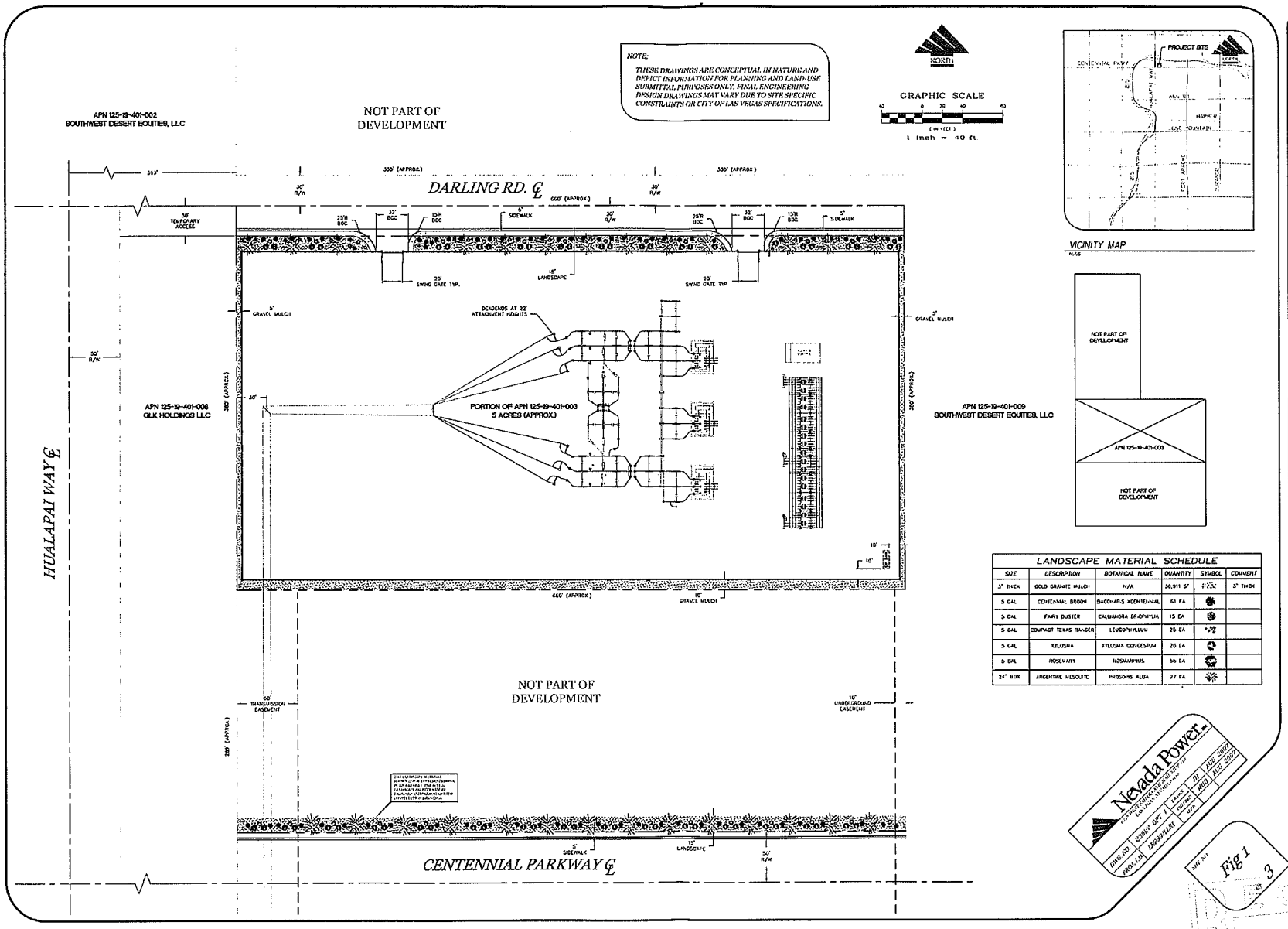
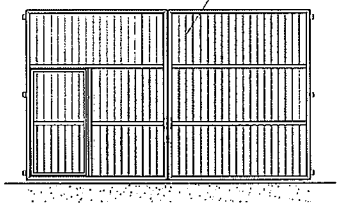
OCT 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

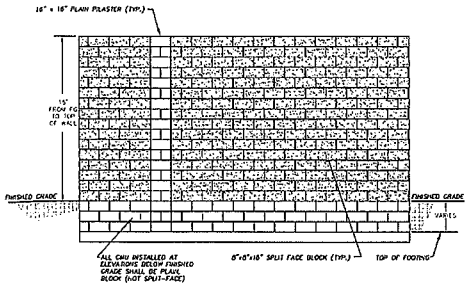


EOT-36461

12-16-09 CC



DOUBLE SWING GATE-ELEVATION



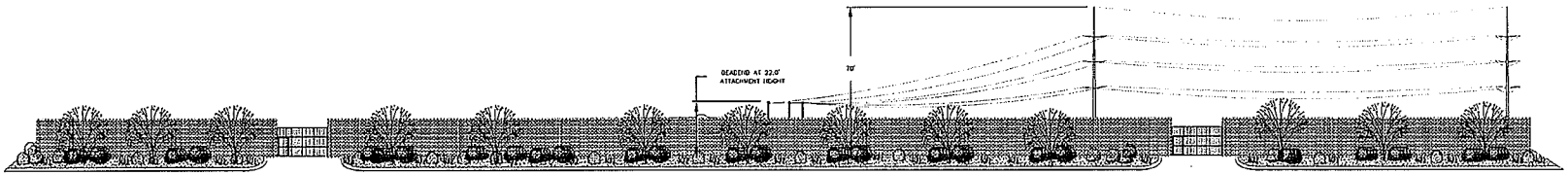
BLOCK WALL DETAIL

NOT TO SCALE

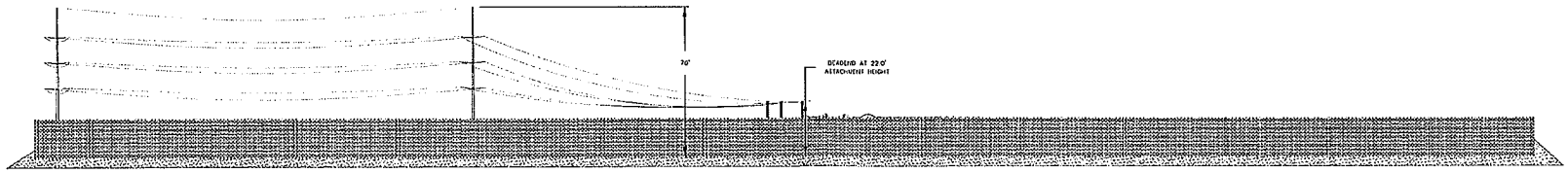
NOTE: 1. ALL WALL FOOTINGS SHALL BE EMBEDDED A MINIMUM OF 3' BELOW FINISHED GRADE OR AS DETERMINED BY THE GEOTECHNICAL REPORT.

2. ALL WALL DIMENSIONS REFERENCE THE OUTSIDE FACE OF MASONRY WALL.

3. WALL HEIGHT TO BE 15' FROM FINISH GRADE TO TOP OF WALL.



DARLING RD. ELEVATION
(View Looking South)



SOUTH-WALL ELEVATION
(View Looking North)

REVISIONS				
BY	DATE	APPROVAL		

CENTENNIAL-HUALAPAI SUBSTATION

USE PERMIT - ELEVATION

Nevada Power Co.

DRWG NO.	2084 QFT 1	DRAWN	DT	AUG 2009
PROJ LDR	BROWNLEE	CHECKED	MGR	AUG 2009

Fig 2 of 3

EOT-36461
12-16-09 CC

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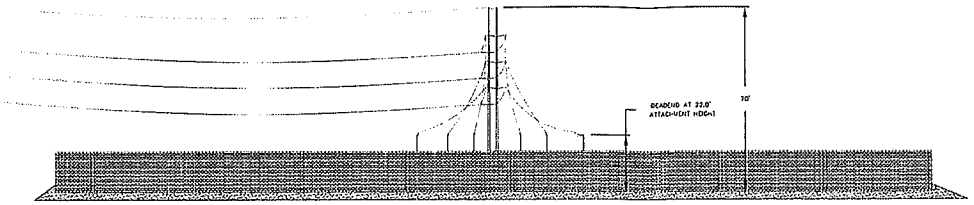
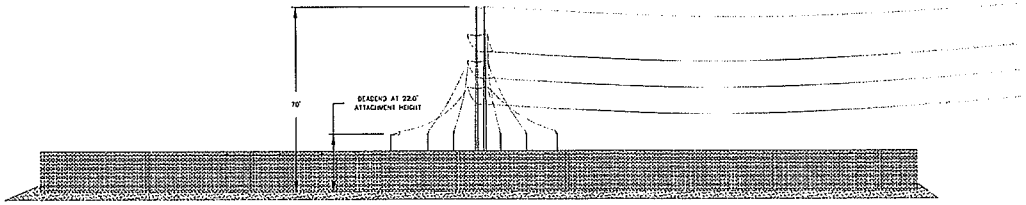
OCT 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



EAST WALL ELEVATION
(View Looking West)



WEST WALL ELEVATION
(View Looking East)

REVISIONS

CENTENNIAL-HUALAPAI SUBSTATION

USE PERMIT - ELEVATION

Nevada Power

Fig 3

EOT-36461
12-16-09 CC

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SEP 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

NVEnergy™

October 20, 2009

Ms. Margo Wheeler, Planning Director
City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Extension of Time for SUP-23886

Dear Ms. Wheeler;

On November 7, 2007, NV Energy received approval from the City Council for a future substation to be built near the Northeast corner of Centennial and Darling. Said approval expires November 7, 2009. Due to the lack of development in the area; there is no load requiring the need for an electrical substation at this time. NV Energy is respectfully requesting a Four year deferment on said Special Use Permit.

Should you have any questions, please feel free to contact me at 402-2421.

Your attention to this matter is greatly appreciated.

Sincerely,

Michelle Baltz, SR/WA
Sr. Land Use Consultant

EOT-36461
12-16-09 CC

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

Ms. Michelle Baltz
Nevada Power Company
6226 West Sahara Avenue
Las Vegas, Nevada 89151

RE: SUP-23886 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO SDR-22509

Dear Ms. Baltz:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED ELECTRIC UTILITY SUBSTATION approximately 370 feet east of the corner of Hualapai Way and Darling Road (APN 125-19-401-003), U (Undeveloped) Zone [PF (Public Facilities) General Plan Designation] and U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-22509) 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 City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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EOT-36461
12-16-09 CC

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Ruedy
WRG Design, Inc.
3011 West Horizon Ridge Parkway, Suite #100
Las Vegas, Nevada 89013-5312

EOT-36461
12-16-09 CC

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City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

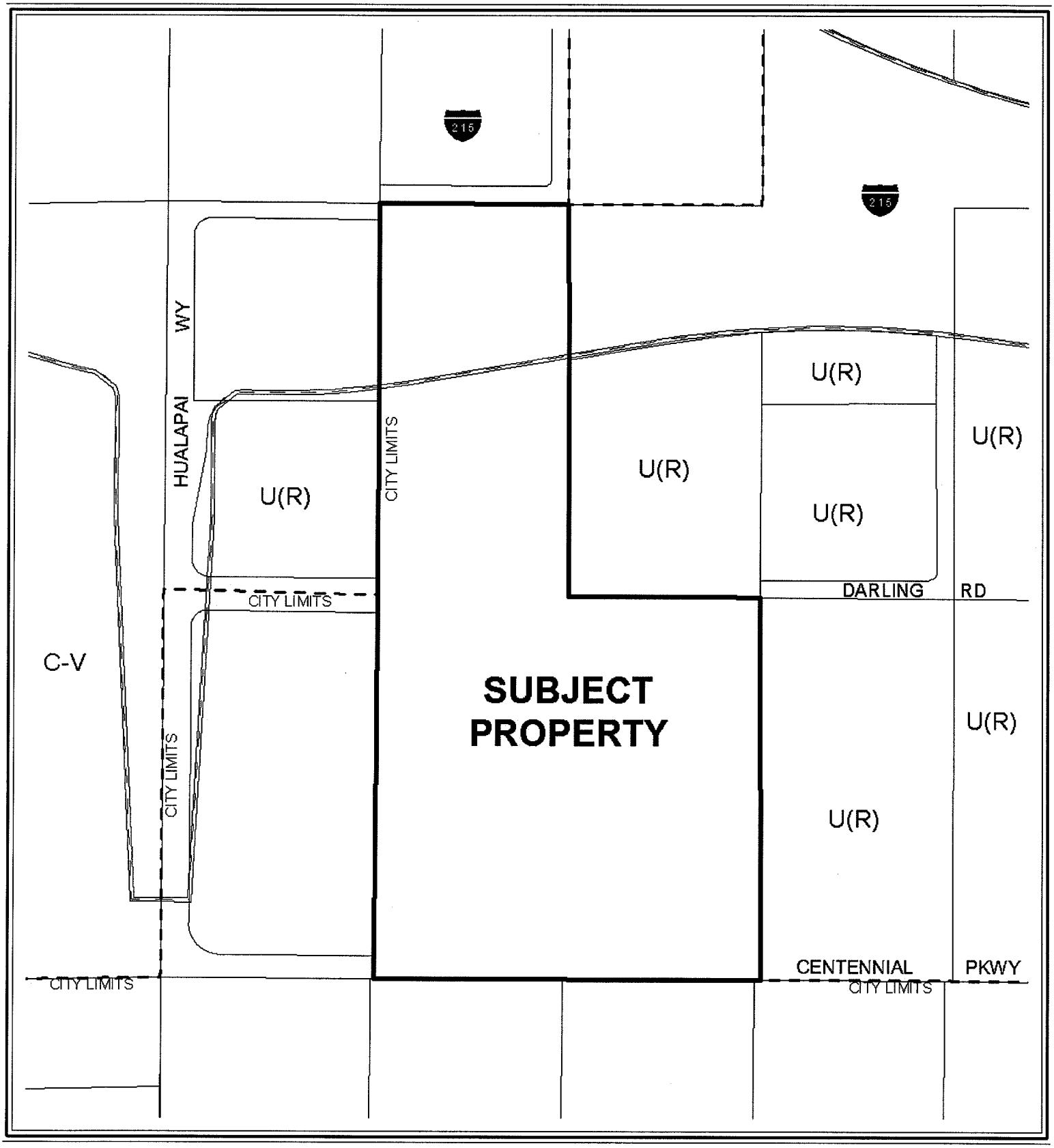
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36460 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: BUREAU OF LAND MANAGEMENT - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-22509) FOR A PROPOSED ELECTRIC UTILITY SUBSTATION on 15.25 acres approximately 370 feet east of the corner of Hualapai Way and Darling Road (APN 125-19-401-003), U (Undeveloped) [PF (Public Facility) General Plan Designation], Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-22509



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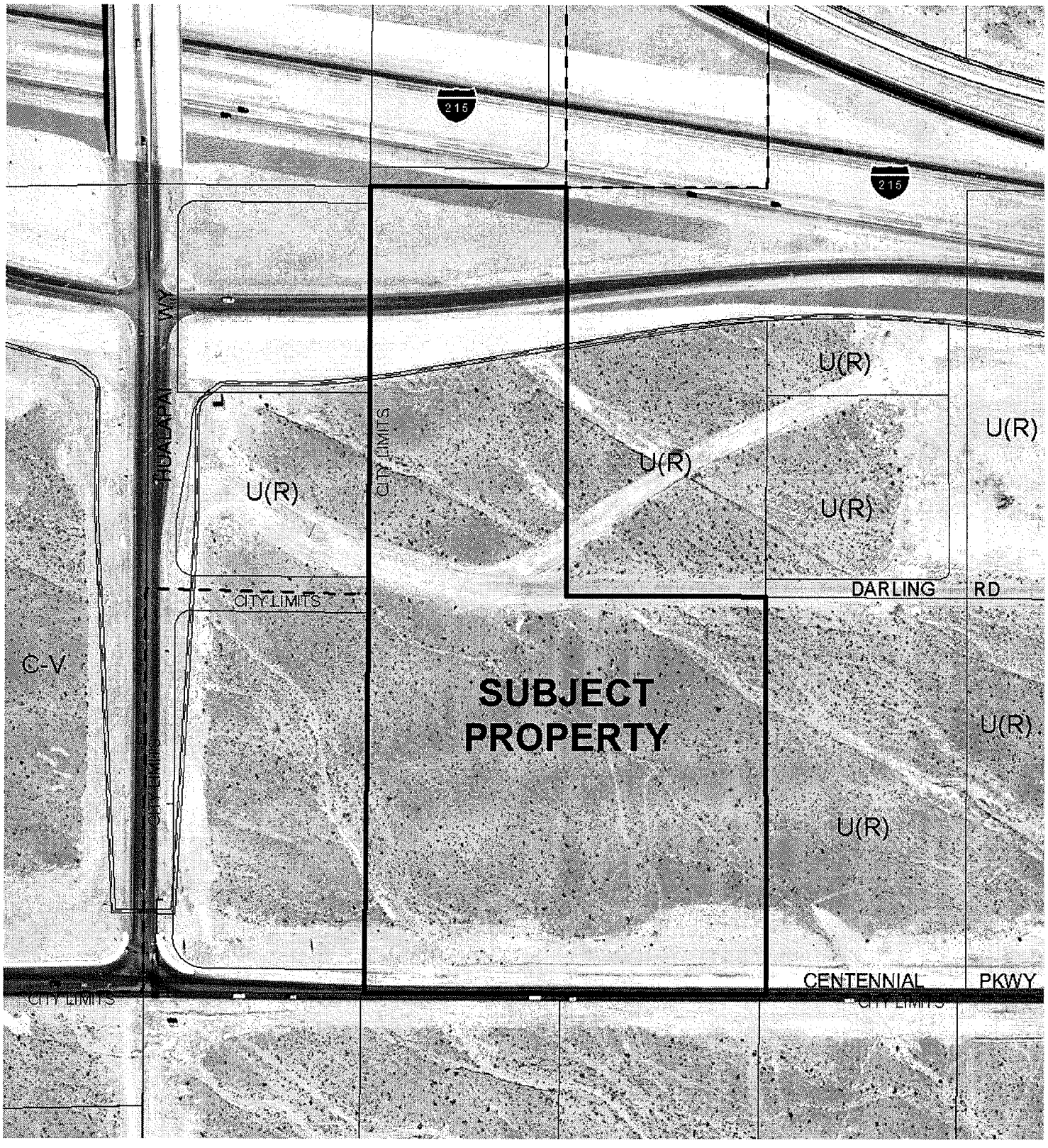
CASE: **EOT-36460**

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] AND U UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]



0 200 400 Feet

N

CASE: **EOT-36460**

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] AND U UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36460 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW – APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY – OWNER: BUREAU OF LAND MANAGEMENT

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-22509) shall expire on November 7, 2013 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-22509) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject property is undeveloped land with a previously approved Site Development Plan Review (SDR-22509) for an Electric Utility substation. The applicant has not made any progress on the proposed project, as lack of development in the surrounding area has not required the additional load requirements for a new substation. No building permits have been issued nor has a plan check been submitted for review. The applicant is requesting a four-year Extension of Time to allow the surrounding area time to develop and warrant the Utility Substation. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/07/07	The City Council approved a request for a Petition to Annex (ANX-12215) approximately 207.83 acres of property generally located north of Centennial Parkway between Shaumber Road and Fort Apache Road, including Centennial High School on the west side of Hualapai Way with an effective date of 02/16/07. The Planning Commission recommended approval on 07/13/06.
09/05/07	The City Council approved a request to amend Map 11 of the Centennial Hills Sector Plan (GPA-22505) to add an Electric Utility Substation on the south side of Darling Road, approximately 370 feet east of Hualapai Way, removal of an Electric Utility Substation between Hualapai Way and CC 215; and to add Utility Transmission Lines along the jurisdiction's northwest boundary. The Planning Commission recommended approval on 07/26/07.
11/07/07	The City Council approved a request for a Special Use Permit (SUP-23886) for a proposed Electric Utility Substation approximately 370 feet east of the corner of Hualapai Way and Darling Road. The Planning Commission recommended approval on 09/27/07.
	The City Council approved a related request for a Site Development Plan Review (SDR-22509) for a proposed Electric Utility Substation.
Related Building Permits/Business Licenses	
No building permits or business licenses have been issued for the proposed use.	
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request
Site Area

Gross Acres	10.00

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land- Proposed Electric Utility Substation on a portion of the land	PF (Public Facilities)	U (Undeveloped) [PF (Public Facilities) General Plan Designation]
North	Undeveloped Land	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
South	Undeveloped Land- Clark County	RNP (Rural Neighborhood Preservation)- Clark County	R-E (Rural Estates Residential)- Clark County
East	Undeveloped Land	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
West	Undeveloped Land- Clark County	R-L (Residential Low)- Clark County	R-E (Rural Estates Residential)- Clark County

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-22509) for a proposed Electric Utility Substation approximately 370 feet east of the corner of Hualapai Way and Darling Road. No building permits have been issued nor has plans been submitted for review. The area surrounding the subject site is undeveloped with no proposed uses.

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-22509) has not met the requirements outlined in Title 19.18.050 as no permits have been issued for the proposed project. The applicant is requesting an Extension of Time to allow the surrounding neighborhoods to develop and warrant the additional Utility Substation. Staff is recommending approval with a four-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-22509) 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-36460** APN: Ptn of 125-19-401-003

Name of Property Owner: Bureau of Land Management

Name of Applicant: Nevada Power Company dba NV Energy

Name of Representative: Michelle Baltz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of ~~Property Owner~~ Applicant: James Saavedra

Print Name: James Saavedra

Subscribed and sworn before me

This 20th day of October, 2009

Michelle Baltz

Notary Public in and for said County and State

MICHELLE BALTZ
Notary Public, State of Nevada
Appointment No. 98-4327-1
My Appt. Expires Jun. 22, 2010

MICHELLE BALTZ
Notary Public, State of Nevada
Appointment No. 98-4327-1
My Appt. Expires Jun. 22, 2010

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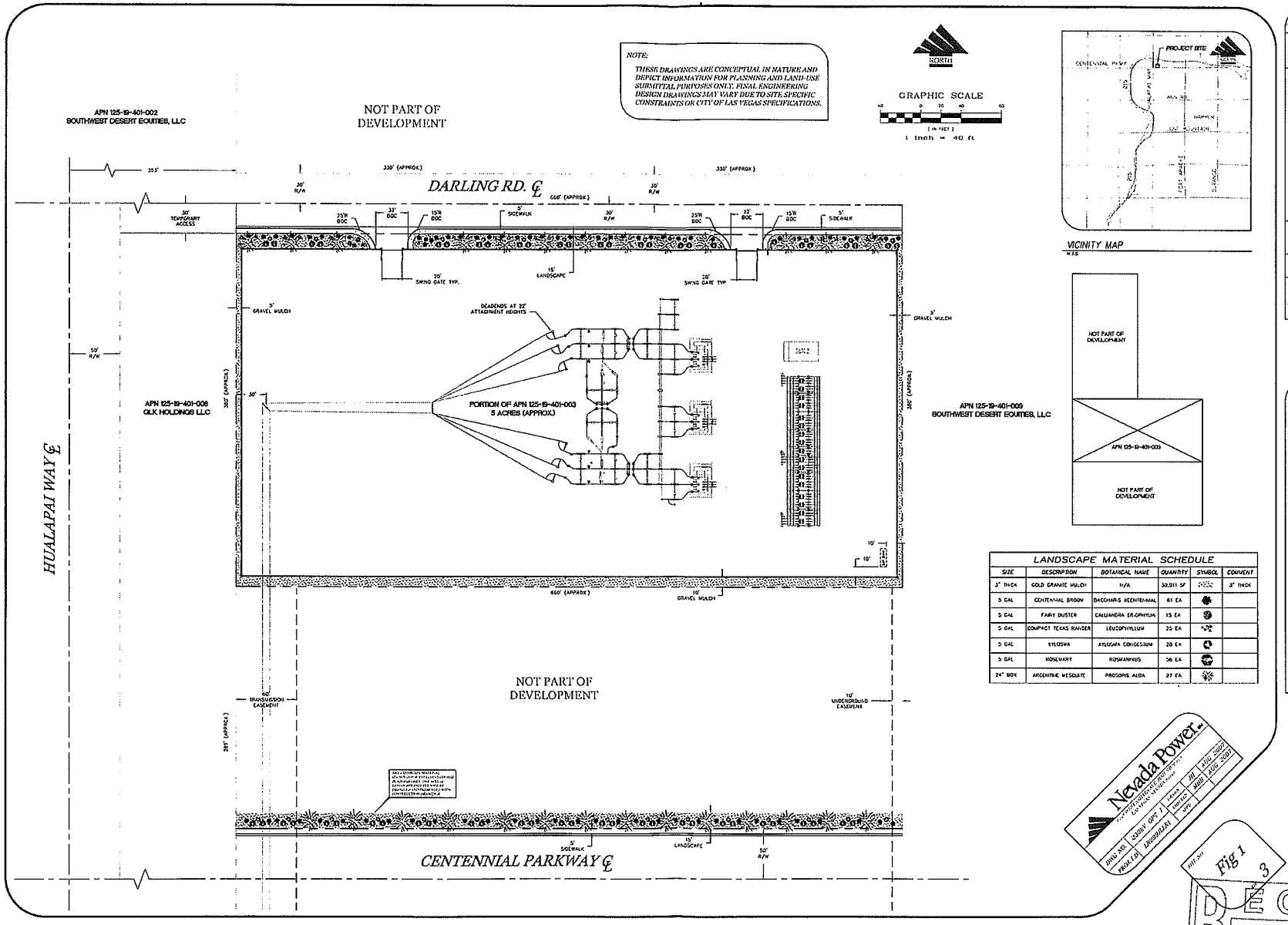

EOT-36460

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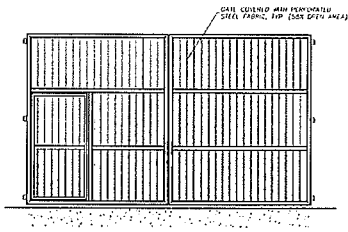
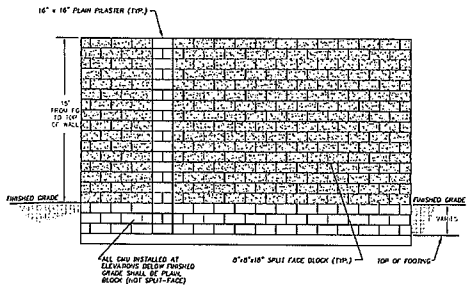


DOUBLE SWING GATE-ELEVATION



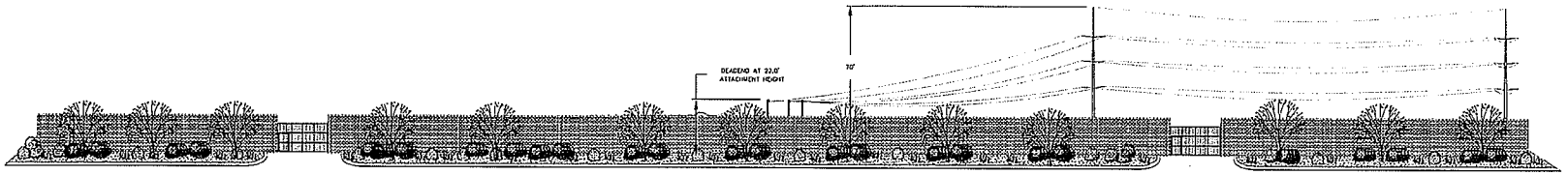
BLOCK WALL DETAIL

NOT TO SCALE

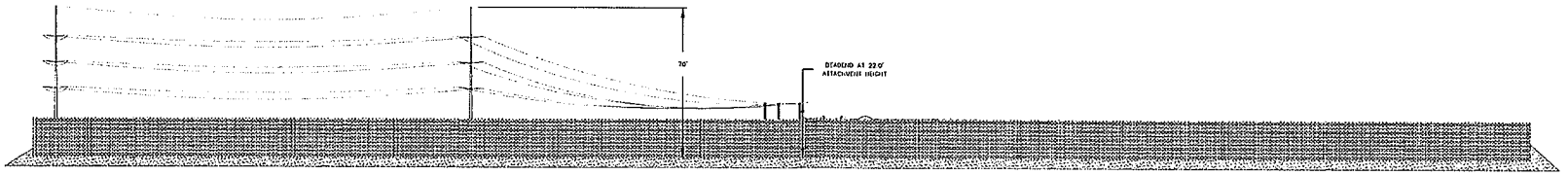
NOTE: 1. ALL WALL FOOTINGS SHALL BE EMBEDDED A MINIMUM OF 3' BELOW FINISHED GRADE OR AS DETERMINED BY THE GEOTECHNICAL REPORT.

2. ALL WALL DIMENSIONS REFERENCE THE OUTSIDE FACE OF MASONRY WALL

3. WALL HEIGHT TO BE 15' FROM FINISH GRADE TO TOP OF WALL



DARLING RD. ELEVATION
(View Looking South)



SOUTH-WALL ELEVATION
(View Looking North)

REVISIONS	BY	DATE	REV.	APPROVAL
PH III				

CENTENNIAL-HUALAPAI SUBSTATION

USE PERMIT - ELEVATION

Nevada Power Co.
CENTENNIAL-HUALAPAI SUBSTATION
LAS VEGAS, NEVADA

DRAWN	CHECKED	APPROVED
FRED LIN	LARSON/LEE	

DWG. NO. C2004 OFF 1 | REV. 3 | AUG. 2007

SHT. NO. Fig 2 3

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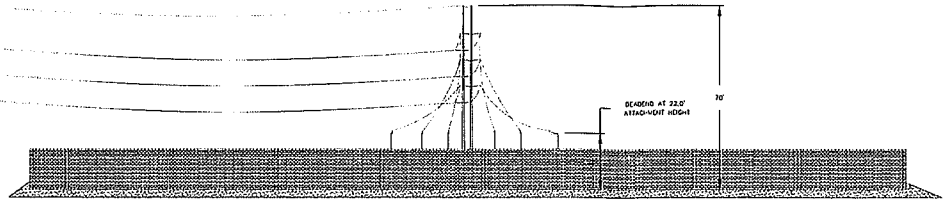
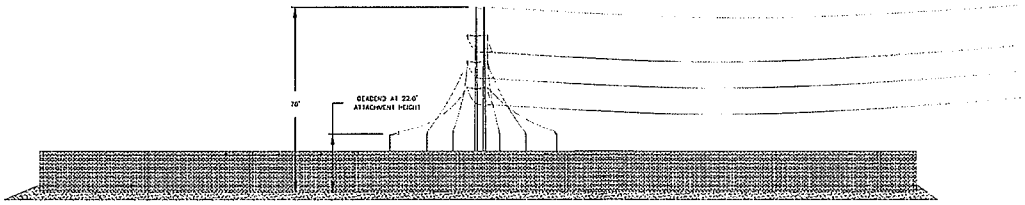
EOT-36460
12-16-09 CC



EAST WALL ELEVATION
(View Looking West)



WEST WALL ELEVATION
(View Looking East)

REVISIONS

CENTENNIAL-HUALAPAI SUBSTATION

USE PERMIT - ELEVATION

Nevada Power Co.

Fig 3 of 3

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PLANNING & DEVELOPMENT

EOT-36460
12-16-09 CC

NVEnergy™

October 20, 2009

Ms. Margo Wheeler, Planning Director
City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Extension of Time for SDR 22509

Dear Ms. Wheeler;

On November 7, 2007, NV Energy received approval from the City Council for a Site Design Review (SDR) of a future substation to be built near the Northeast corner of Centennial and Darling. Said approval expires November 7, 2009. Due to the lack of development in the area; there is no load requiring the need for an electrical substation at this time. NV Energy is respectfully requesting a Four year deferment on said SDR.

Should you have any questions, please feel free to contact me at 402-2421.

Your attention to this matter is greatly appreciated.

Sincerely,

Michelle Baltz, SR/WA
Sr. Land Use Consultant

EOT-36460
12-16-09 CC

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

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PLANNING & DEVELOPMENT

Ms. Michelle Baltz
Nevada Power Company
6226 West Sahara Avenue
Las Vegas, Nevada 89151

RE: SDR-22509 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO SUP-23886

Dear Ms. Baltz:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED ELECTRIC UTILITY SUBSTATION on 15.25 acres approximately 370 feet east of the corner of Hualapai Way and Darling Road (APN 125-19-401-003), U (Undeveloped) Zone [PF (Public Facilities) General Plan Designation] and U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-23886) 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, landscape plan, and building elevations, date stamped 08/13/07, except as amended by conditions herein.

4. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

5. 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

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400 STEWART AVENUE
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EOT-36460

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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.

6. All perimeter walls shall be decorative and shall have a minimum 20 percent contrasting material. Pilasters, if used, shall have a maximum spacing of 24 feet on center.

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. Any on-site security lighting standards shall be no more than 20 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.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Coordinate with the Right-of-Way Section of the Department of Public Works to determine the application submittal requirements for Bureau of Land Management (BLM) application for a minimum 60-foot Right-of-Way Grant for public roadway, public sewer and public drainage for the Darling Road alignment within this parcel. A copy of the plant survey (if applicable), approved right-of-way grant issued by BLM, receipt for tortoise mitigation fee payment and notice to proceed issued by BLM (if applicable) shall be submitted to the Right-of-Way Section prior to approval of construction drawings for this site or the issuance of any permits, whichever may occur first. Future dedication of Darling Road will be required if and when a patent is issued for this site from the BLM.

12. Coordinate with the City of Las Vegas and Clark County Departments of Public Works to relinquish the existing drainage easement in the Darling Road alignment on Assessor's Parcel Number 125-19-401-003 in favor of the new easement addressed above.

13. Construct half-street improvements, including appropriate overpaving and transition paving if legally able, on Darling Road and Centennial Parkway adjacent to this site concurrent with development of this site. In addition, extend a minimum of two lanes of paving in the Darling Road alignment westerly to tie into Hualapai Way prior to occupancy of this site. Extend all required underground utilities, such as electrical, telephone, etc., (if legally able) located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

14. Coordinate with the Clark County Department of Public Works to perform work within County jurisdiction and provide documentation to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings.

15. 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.

16. 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,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Ruedy
WRG Design, Inc.
3011 West Horizon Ridge Parkway, Suite #100
Las Vegas, Nevada 89013-5312

EOT-36460
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PLANNING & DEVELOPMENT

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

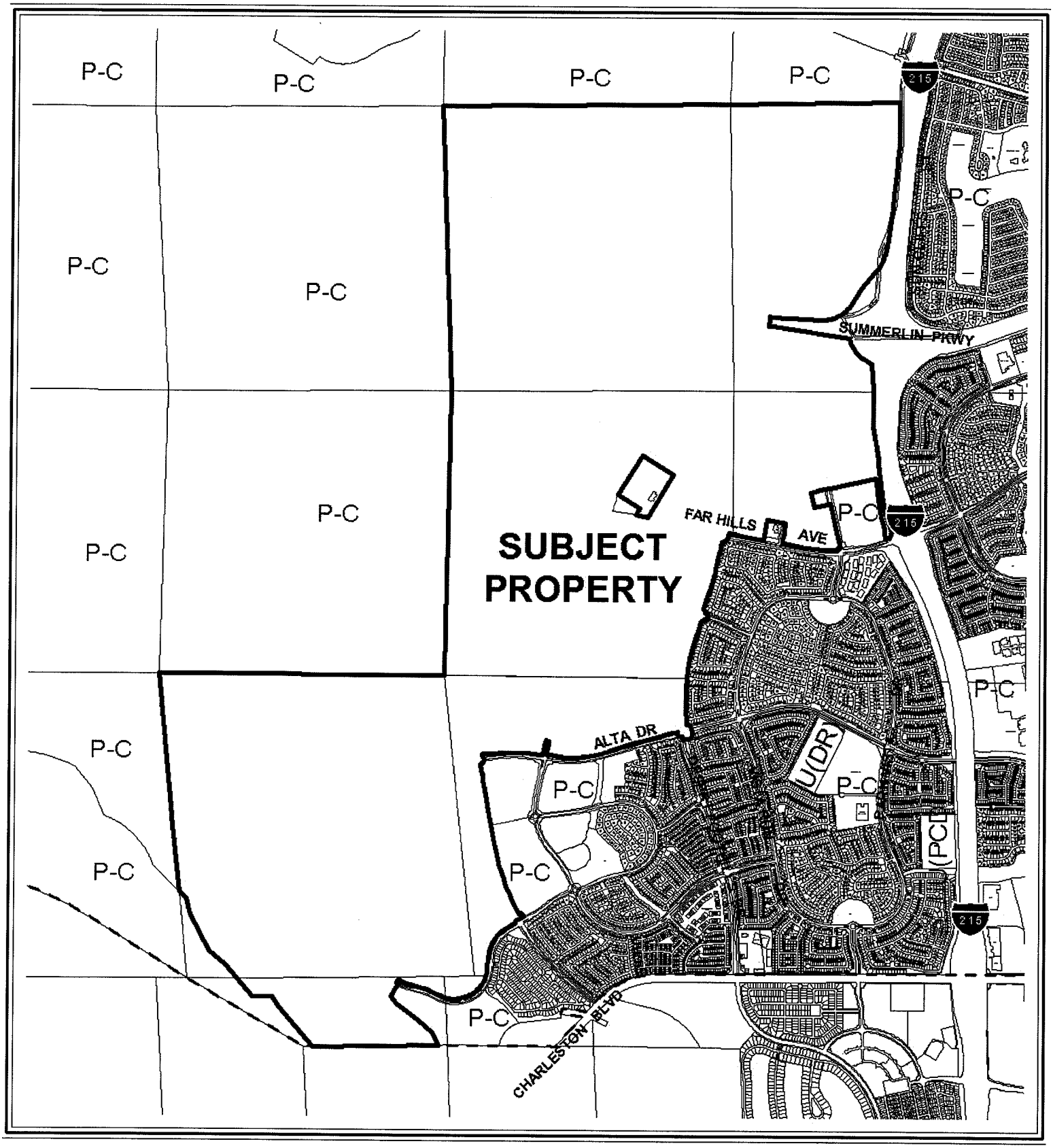
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36462 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: NEVADA POWER COMPANY DBA NV ENERGY - Request for an Extension of Time of a previously approved Special Use Permit (U-119-98) FOR TWO ELECTRIC SUBSTATIONS AND OVERHEAD TRANSMISSION LINES adjacent to the north side of Far Hills Avenue, approximately 4,580 feet west of the Las Vegas Beltway (APN 137-27-601-002 and 137-22-000-015), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for U-0119-98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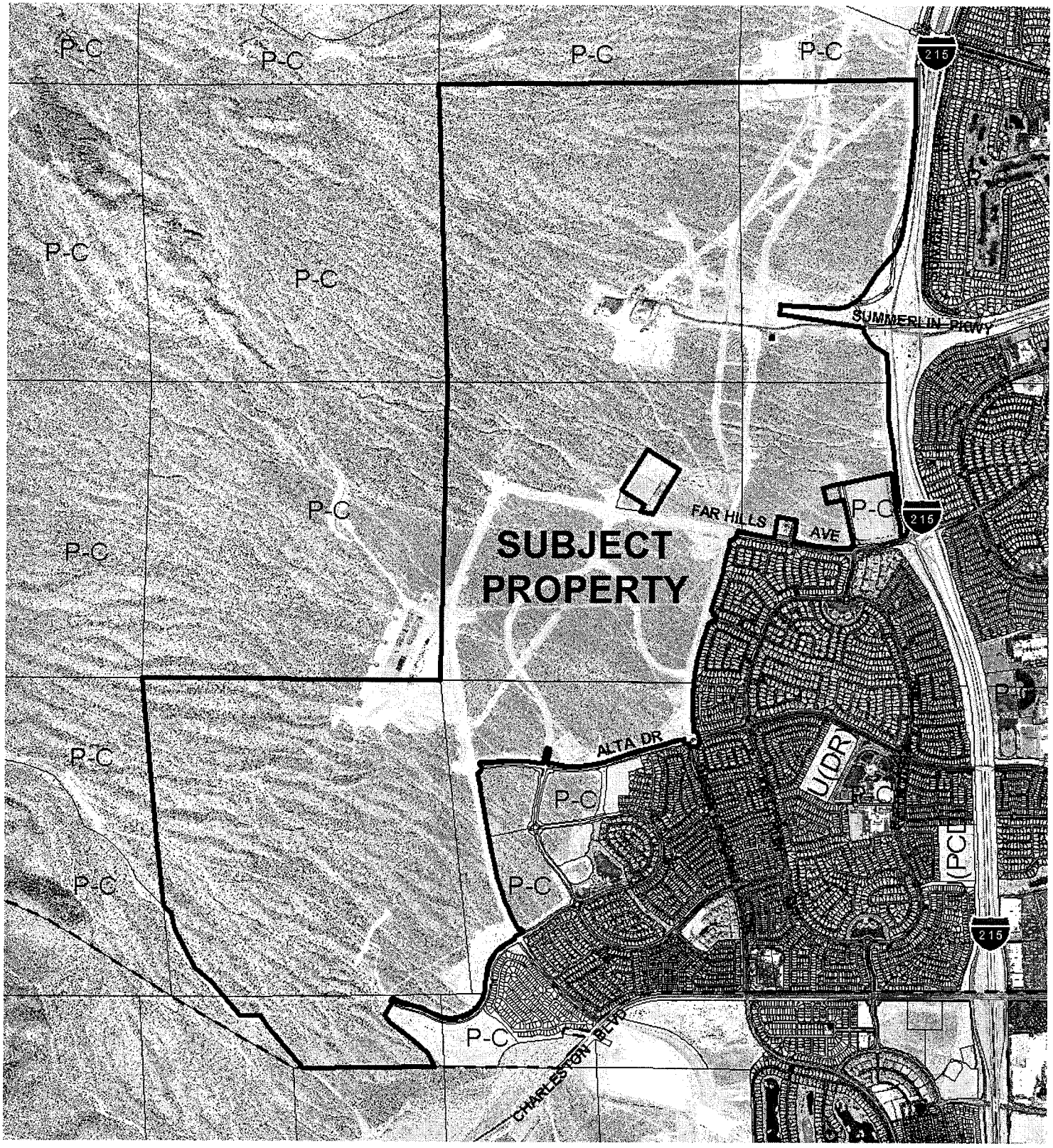

0 3000 6000 Feet

CASE: **EOT-36462**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36462 – EXTENSION OF TIME – SPECIAL USE PERMIT -
APPLICANT/OWNER: NEVADA POWER COMPANY DBA NV ENERGY

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (U-0119-98) shall expire on November 23, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (U-0119-98) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with a previously approved Special Use Permit (U-0119-98) for two proposed Electric Utility Substations. One substation at the 215 Beltway along with the transmission lines has been completed. No building permits or plans have been submitted for the second substation at Far Hills Avenue. The applicant is requesting an extension of time to construct the second utility substation to allow development in the surrounding area to warrant the additional load requirements for the substation. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/19/96	The City Council approved a request for a Petition to Annex (A-0020-96) property located on the west side of the proposed west leg of the Beltway between Charleston Boulevard and Cheyenne Avenue containing approximately 8,318 acres with an effective date of 02/28/97.
01/27/97	The City Council approved a request to amend the Southwest Sector of the General Plan (GPA-0052-96) to add property generally located along the west side of the proposed west leg of the Beltway between Charleston Boulevard and Cheyenne Avenue to R (Rural Density Residential), ML (Medium-Low Density Residential), M (Medium Density Residential), SC (Service Commercial), GC (General Commercial), TC (Tourist Commercial), P (Parks/Recreation/Open Space), S (School) and PF (Pubic Facilities). The Planning Commission recommended approval on 01/09/97.
	The City Council approved a related request for Rezoning (Z-0119-96) from N-U (Non-Urban) to PC (Planned Community).
11/23/98	The City Council approved a request for a Special Use Permit (U-0119-98) for two Electric Substations and overhead Transmission Lines on property located at the northwest corner of the western Beltway and Far Hills Way. The Planning Commission recommended approval on 10/22/98.
08/16/00	The City Council approved a request for a Reinstatement and Extension of Time [U-0119-98(1)] of a previously approved Special Use Permit (U-0119-98) for two Electric Substations and overhead Transmission Lines on the north side of Far Hills Avenue, west of the western Beltway.
12/21/05	The City Council approved a request for an Extension of Time (EOT-10227) for a previously approved Special Use Permit (U-0119-98) for two Electric Substations and overhead Transmission Lines adjacent to the north side of far Hills Avenue, approximately 4,580 feet west of the Las Vegas Beltway.
Related Building Permits/Business Licenses	
No building permits or business licenses have been issued for the second utility substation.	
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	2.40

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land-Proposed Electric Utility Substation	PC (Planned Community)	P-C (Planned Community) [PF (Public Facilities) Summerlin Special Use Land Designation]
North	Las Vegas Valley Water Pump	PC (Planned Community)	P-C (Planned Community) [PF (Public Facilities) Summerlin Special Use Land Designation]
South	Undeveloped Land	PC (Planned Community)	P-C (Planned Community) [MF2 (Medium Density Multi-Family) Summerlin Special Land Use Designation]
East	Undeveloped Land	PC (Planned Community)	P-C (Planned Community) [PF (Public Facilities) Summerlin Special Land Use Designation]
	Single Family Residences	PC (Planned Community)	P-C (Planned Community) [SF3 (Single Family Detached) Summerlin Special Land Use Designation]
West	Undeveloped Land	PC (Planned Community)	U (Undeveloped) [PC (Planned Community) Summerlin Special Land Use Designation]

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Summerlin	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

ANALYSIS

This is the third request for an Extension of Time of a previously approved Special Use Permit (U-0119-98) for two Electric Utility Substations. The first electric substation (Beltway Station) was completed in 2003 approximately 0.7 miles to the east of the subject site. Construction on the second station (Far Hills Station) has not yet begun as development in the surrounding areas has not materialized as anticipated, thereby not warranting the increased load requirements to constitute the building of the second station.

FINDINGS

The Special Use Permit (U-0119-98) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement for the second substation. The applicant is requesting an extension of time to allow the surrounding areas to develop to warrant the need for the second substation. Staff is recommending approval of this request with a four-year time limit. Conformance to the conditions of approval of the Special Use Permit (U-0119-98) 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-36462** APN: 137-27-601-002 & 137-22-000-015

Name of Property Owner: Nevada Power Company dba NV Energy

Name of Applicant: Nevada Power Company dba NV Energy

Name of Representative: Michelle Baltz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: James Saavedra

Print Name: James Saavedra

Subscribed and sworn before me

This 20th day of October, 2009

Notary Public in and for said County and State

MICHELLE BALTZ
Notary Public, State of Nevada
Appointment No. 98-4327-1
My Appt. Expires Jun. 22, 2010

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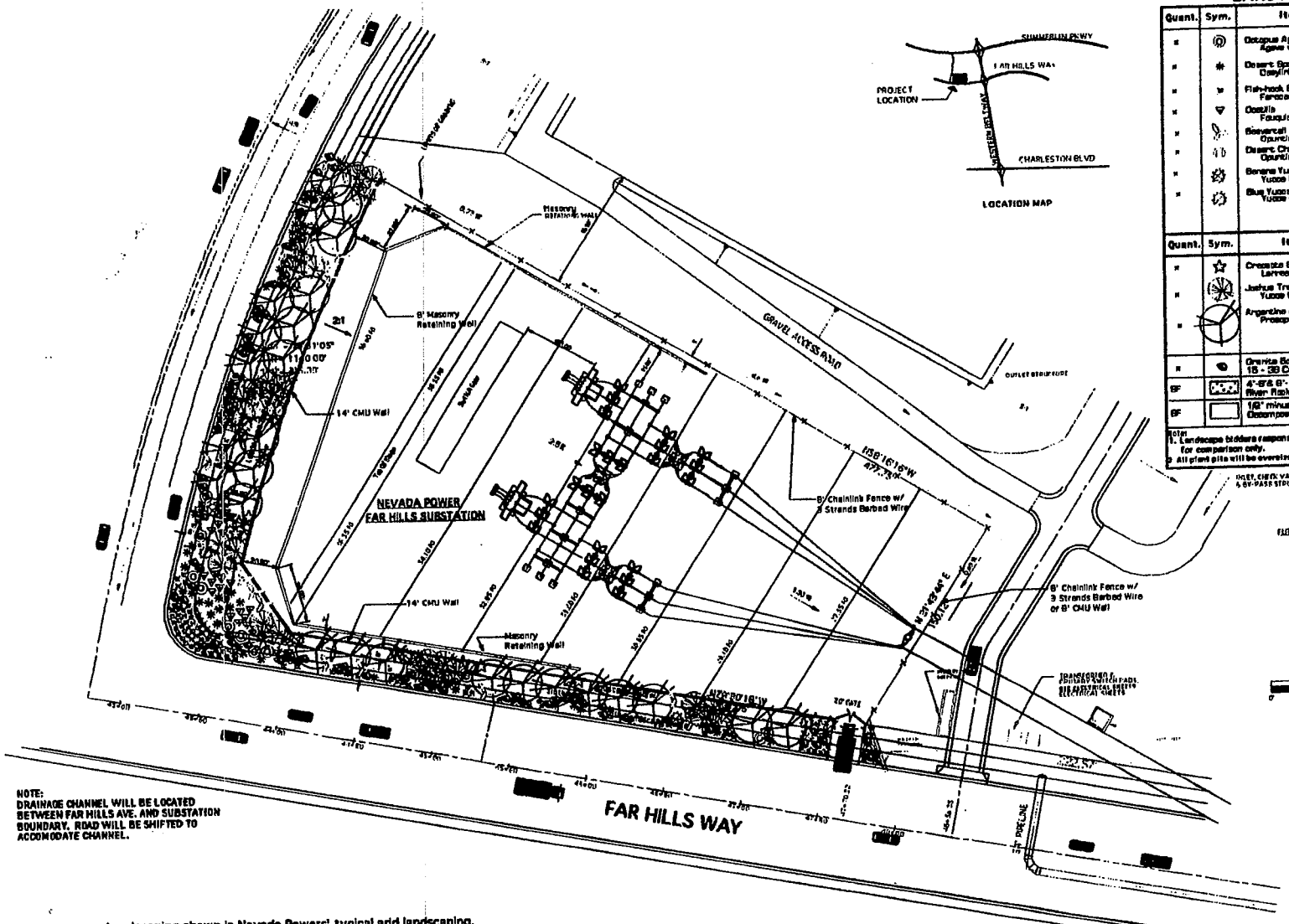

LOCATION MAP

LANDSCAPE LEGEND

Quant.	Sym.	Item	Size	Comments
x		Octopus Agave Agave ximenziana	5 gal	
x		Desert Spoon Dasylirion wheeleri	5 gal	
x		Fish-hook Barrel Cactus(Red) Ferocactus wislizeni	5 gal	
x		Ocotillo Fouquieria splendens	5ft	3-5 Canes, 4'-Ht
x		Beavertail Prickly Pear Opuntia basilaris	5 gal	
x		Desert Christmas Cholla Opuntia leptocaulis	5 gal	
x		Banana Yucca Yucca baccata	5 gal	
x		Blue Yucca Yucca rigida	5 gal	

Quant.	Sym.	Item	Size	Comments
x		Creosote Bush Larrea divaricata	5 gal	
x		Joshua Tree Yucca brevifolia	5'-8'ht.s	2" Arms min
x		Argentine Mesquite Prosopis alba	15 gal	
x		Granite Boulders 15 - 30 Cu.Ft. each		Bury 1/3 in depth See Detail
SF		4"-6" & 6"-12" mixed River Rock		
SF		1/2" minus Mohave Gold Decomposed Granite		All areas not river rock

Note:
1. Landscape bidders responsible for their own quantities. The above quantities are for comparison only.
2. All plant pits will be oversized in depth and width. See specifications.

NOTE:
DRAINAGE CHANNEL WILL BE LOCATED BETWEEN FAR HILLS AVE. AND SUBSTATION BOUNDARY. ROAD WILL BE SHIFTED TO ACCOMODATE CHANNEL.

Landscaping shown is Nevada Powers' typical arid landscaping, actual landscaping to match developer standards once they are established.

UNDEVELOPED

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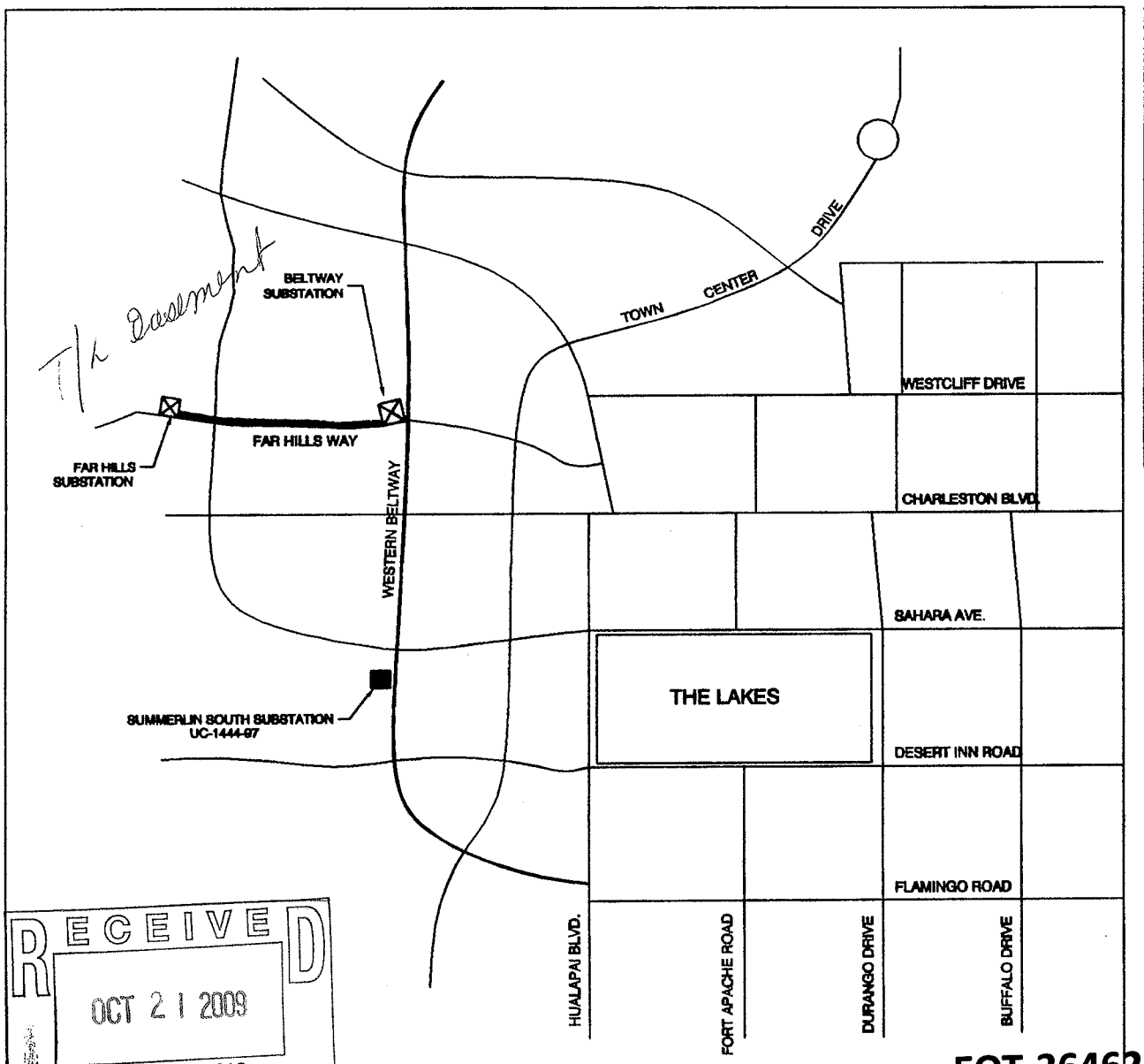
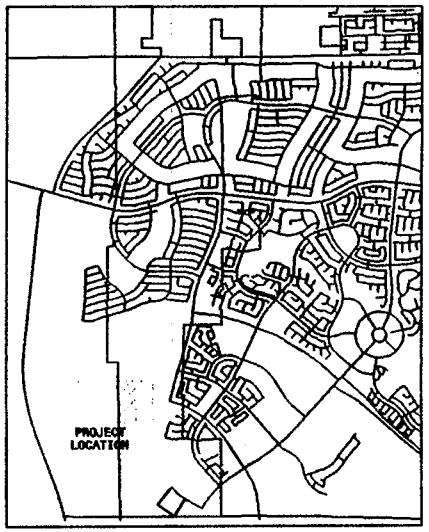
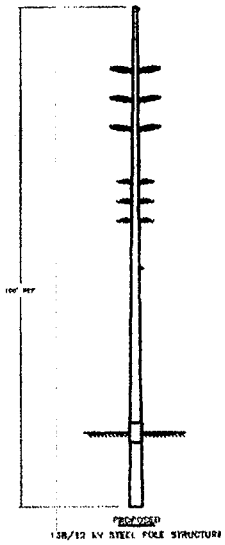
FAR HILLS SUBSTATION STREETSCAPE
Nevada Power Company
Landscape Plan
L-1

EAL DESIGN GROUP





SCALE: 1"=2000'



PROPOSED 138/12 kV STEEL POLE STRUCTURE

NEVADA POWER COMPANY

BELTWAY-FAR HILLS 138/12 kV TRANSMISSION LINE PROJECT SUMMERLIN

LEGEND

- PROPOSED ROUTE
- PROPOSED 138 kV SUB.
- PROPOSED 230 kV SUB
- PERMITTED 138 kV SUB.

N
W E
S

SCALE: 1" = 1'

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NVEnergy™

October 19, 2009

Ms. Margo Wheeler,
Planning Director
City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

Dear Ms. Wheeler;

Extension of Time Justification for Far Hills Substation and Transmission Line U-119-98

NV Energy has approval from the City of Las Vegas for two electrical substations, the Beltway Substation and the Far Hills Substation, and associated transmission lines located on the north side of Far Hills Way and west of the Western Beltway. The Beltway Substation, located on APN. 137-26-201-001, has been constructed as have the transmission lines connecting into said substation. The Far Hills Substation, to be located on APN. 137-27-601-002 has not been constructed, nor has the overhead transmission line that would connect the Beltway substation to the Far Hills substation.

The community growth hasn't materialized as anticipated; therefore, it has not been necessary to construct the Far Hills Substation and transmission line. The City of Las Vegas approval for the Far Hills Substation and transmission line is set to expire on November 23, 2009 and NV Energy is respectfully requesting a four year extension of time for said facilities.

Your consideration to this matter is greatly appreciated. Should you have any questions, please feel free to call the undersigned at 402-2421.

Sincerely,

Michelle Baltz, SR/WA
SR. Land Use Consultant

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12-16-09 CC

PLANNING &
DEVELOPMENT

CITY OF LAS VEGAS

Development
Services Center
731 S. Fourth Street
Las Vegas, NV 89101

TDD 702-386-9108
Voice:
Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.ci.las-vegas.nv.us

October 27, 1998

Mr. Jeff Rhoads
The Howard Hughes Corporation
P. O. Box 14000
Las Vegas, Nevada 89114-4000

RE: U-119-98 - SPECIAL USE PERMIT

Dear Mr. Rhoads:

Your request for a Special Use Permit on property located at the northwest corner of the Western Beltway and Far Hills Way FOR TWO ELECTRIC SUBSTATIONS AND OVERHEAD TRANSMISSION LINES, PF (Public Facilities) Zone, Ward 2 (Adamsen), APN: 137-22-000-003, 137-26-201-001, 137-27-301-002, 137-27-000-002 and 003, was considered by the Planning Commission on October 22, 1998.

The Planning Commission voted to recommend ***APPROVAL*** of your request, subject to the following:

1. In the event that the reservoir block wall is not built prior to the construction of the Far Hills Substation, a minimum 8 foot tall block wall shall be install along the east property line.

2. A revised site plan and detailed wall plan depicting a minimum 8 foot tall masonry wall along the east property line of the Far Hills Substation shall be submitted for review and approval by the Planning and Development Department prior to the issuance of any permits.

3. A detailed landscape plan shall be submitted for review and approval by the Planning and Development Department prior to the issuance of any permits.

4. All development shall be in conformance with the site development plan and landscape plans contained in the application file and as required by these conditions.

5. If not already constructed or guaranteed by the Master Developer at the time o construction of this site, construct half-street improvements including appropriat overpaving (if legally able) adjacent to each of these two sites concurrent with developmen of these sites as required by the Department of Public Works. Install all appurtenar underground facilities, if any, adjacent to these sites needed for the future traffic signa system concurrent with development of these sites.

Mayor
Jan Laverty Jones

Councilmen
Arnie Adamsen
Michael J. McDonald
Gary Reese
Larry Brown

City Manager
Virginia Valentine

CITY OF LAS VEGAS NEVADA

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PLANNING & DEVELOPMENT

U-119-

6. Provide two lanes of paved legal access to each of the two substation sites prior to occupancy of either of the sites as required by the Department of Public Works.

7. All driveways accessing these two sites shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

Drainage Study Conceptual Site Specific

8. An addendum to the previously approved Village 20 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, as required by the Department of Public Works. Provide and improve all drainageways as recommended in the approved drainage plan/study.

9. All City Code requirements and design standards of all City departments must be satisfied.

This item will be considered by the City Council on November 23, 1998 at 2:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative choose not to attend, the City Council may act in your absence without your input.

Sincerely,

Kira Wauwie

Kira Wauwie, Senior Planner
Current Planning Division

KW:cl

cc: Ms. Nicki Trulli-Ahrns
Nevada Power Company
P. O. Box 230, MS9
Las Vegas, Nevada 89151

EOT-36462
12-16-09 CC

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PLANNING & DEVELOPMENT

U-119-98

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

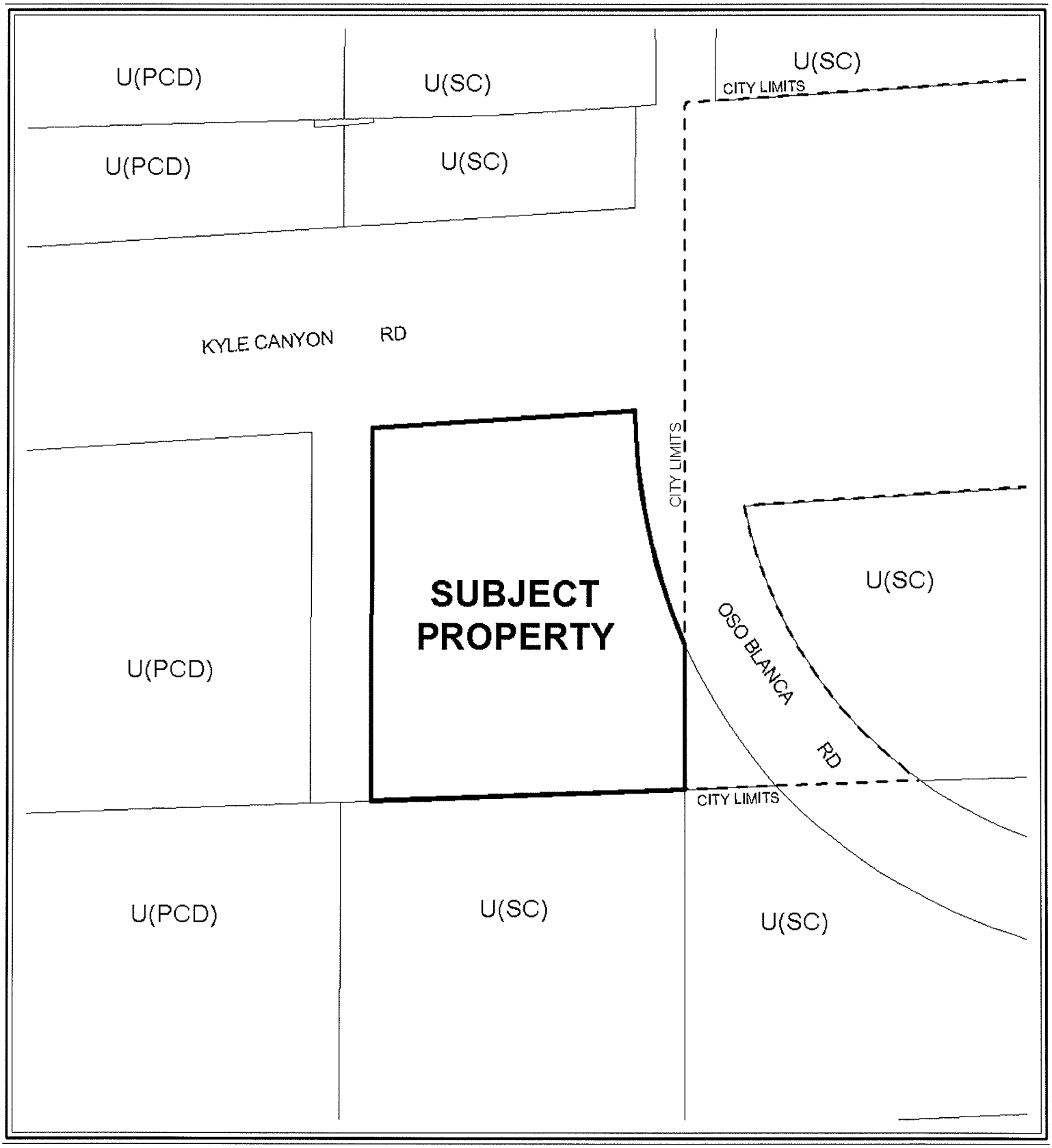
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36618 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-9665) FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-9665

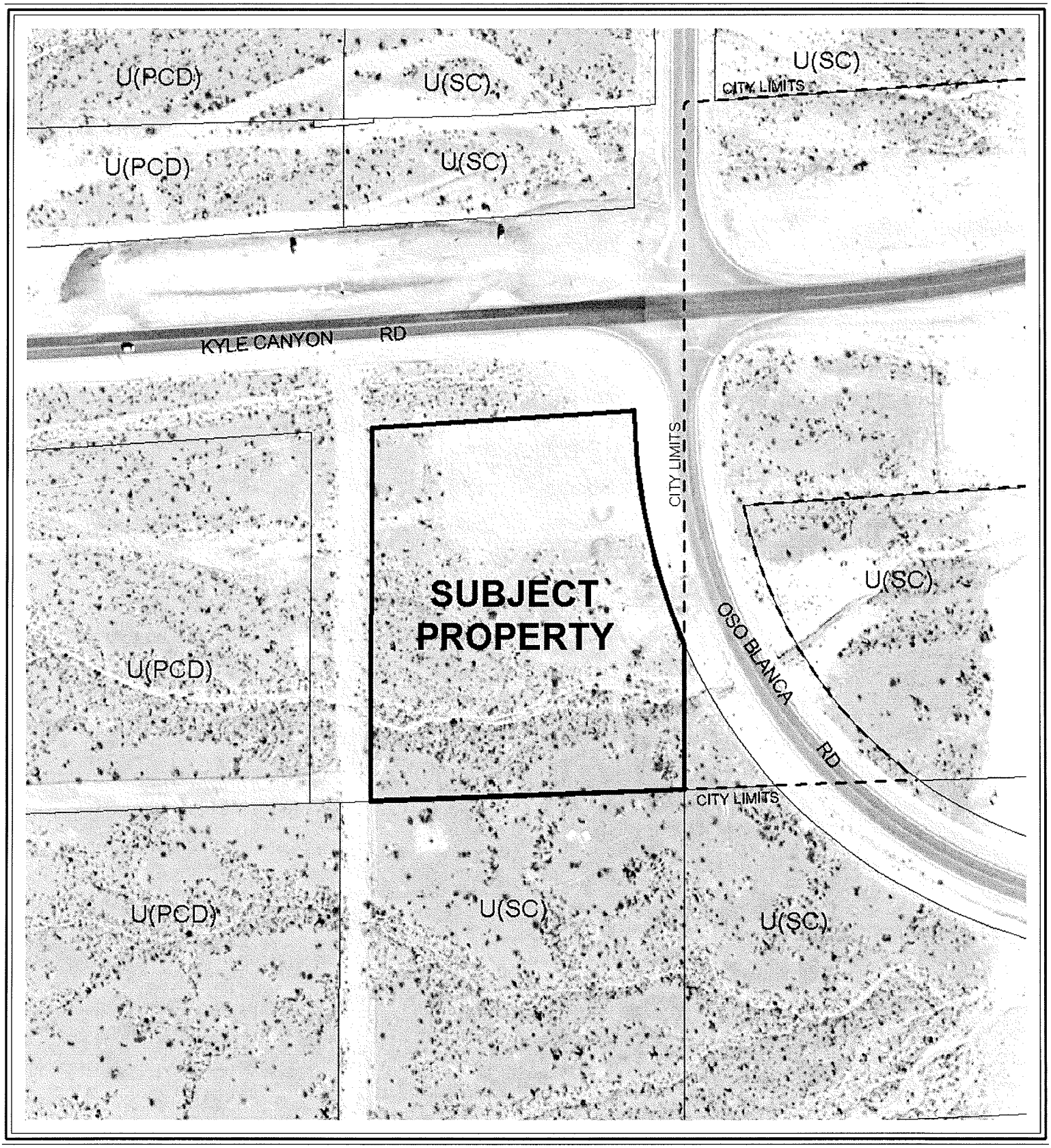


0 100 200 Feet

CASE: **EOT-36618**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36618**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36618 – EXTENSION OF TIME – SPECIAL USE PERMIT -
APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-9665) shall expire on November 7, 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-9665) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with a previously approved Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern). The property is dirt with wild plants, but not unsightly nor covered with trash/debris. The applicant has not made any progress on the proposed project as no plans have been submitted for plan check nor have any building permits been issued. The area surrounding the subject site is undeveloped land without approved entitlements. The applicant is requesting an Extension of Time to secure funding for the project. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/01/05	The City Council approved a request to Petition to Annex (ANX-5528) approximately 529 acres of property generally located north of Iron Mountain Road and west of Hualapai Way with an effective date of 06/10//05. The Planning Commission recommended approval on 12/16/04.
11/07/07	The City Council approved a request for a Rezoning (ZON-9662) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road. The Planning Commission recommended approval on 11/17/05.
	The City Council approved a related request for a Special Use Permit (SUP-9664) for a proposed Service Station.
	The City Council approved a related Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern).
	The City Council approved a related request for a Site Development Plan Review (SDR-9666) for a 3,710 square-foot Service Station without incidental Auto Repair with an accessory Car Wash, a proposed 5,504 square-foot Tavern, a 3,600 square-foot Retail Element; and waivers of building placement and foundation landscaping requirements.
Related Building Permits/Business Licenses	
There are no business licenses or building permits issued for the proposed uses.	
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	2.48

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Service Station with Car Wash, Tavern, and Retail Element	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
South	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
East	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
West	Undeveloped Land	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time for a previously approved Special Use Permit (SUP-9665) for proposed Liquor Establishment (Tavern) at the southwest corner of Oso Blanca Road and Kyle Canyon Road. No building permits have been issued for the proposed project. The land surrounding the subject site is undeveloped with no approved entitlements.

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-9665) 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 funding for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-9665) 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

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36618** APN: 126-01-702-007

Name of Property Owner: C M Sagebrush 1-3082 LLC

Name of Applicant: C M Sagebrush 1-3082 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 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/Authorized Agent: _____

Print Name: Andrew Menlove

Subscribed and sworn before me

This 29 day of October, 2009

_____
Notary Public in and for said County and State

BRIAN ELWOOD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 06-103640-1
MY APPT. EXPIRES MARCH 6, 2010

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PLANNING & DEVELOPMENT

DESIGN DATA

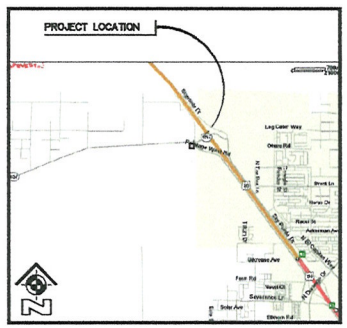
LOT AREA	115,323.96 SQUARE FEET ± (2.65 ACRES)
TAVERN	5,504 SQUARE FEET
C-STORE	3,710 SQUARE FEET (PLUS 1,300 S.F. CAR WASH)
RETAIL	3,600 SQUARE FEET
TOTAL BUILDING AREA	12,814 SQUARE FEET
LOT COVERAGE	11.11%

PARKING REQUIRED (CITY OF LAS VEGAS – TITLE 19.10)

TAVERN – PUBLIC 2,752 S.F./1:50 S.F. = 55.04 STALLS, NON-PUBLIC 2,752 S.F./1:200 S.F = 13.76 STALLS
C-STORE – 3,710 S.F./1:250 S.F. = 14.84 STALLS
RETAIL – 3,600 S.F./1:175 S.F. = 20.57 STALLS
TOTAL STALLS REQUIRED = 104.21 OR 105 STALLS

PARKING PROVIDED

REGULAR STALLS	112 STALLS
ACCESSIBLE STALL	1 VAN STALL, 4 REGULAR STALLS
TOTAL SPACES	117 STALLS



NOTE:
THIS PLAN WAS PREPARED BASED ON INFORMATION FROM A CLARK COUNTY ASSESSOR'S PARCEL MAP AND WAS NOT PREPARED WITH THE BENEFIT OF A FIELD SURVEY. THE FINAL DESIGN SHALL BE ADJUSTED ACCORDINGLY BASED ON THE ACTUAL FIELD WORK COMPLETED.

KYLE CANYON

KYLE CANYON NOTE:
EXTENT OF RIGHT-OF-WAY IMPROVEMENTS SHALL BE PER THE NEVADA DEPARTMENT OF TRANSPORTATION REQUIREMENTS INCLUDING HALF STREET IMPROVEMENT AND DRIVEWAY REQUIREMENTS.

NEW 40.00 DRIVE

100.00 HALF STREET RIGHT-OF-WAY (NDOT)

50.00 HALF STREET RIGHT-OF-WAY

PROPERTY LINE

DECORATIVE GASOLINE CANOPY SHALL BE OF METAL WITH THE SAME STYLING AS THE BUILDINGS.

CAR WASH

C-STORE
3,710 SQUARE FEET

UNDERGROUND GASOLINE STORAGE TANKS

TRASH ENCLOSURE

126-01-702-007

NOT A PART
126-01-702-006
U (PCD) (CITY OF LAS VEGAS)

6 STALLS

PROPOSED RETAIL
3,600 SQUARE FEET

PROPOSED TAVERN
5,504 SQUARE FEET

BACK-OF-HOUSE

TRASH ENCLOSURE

15'x25' DELIVERY AREA AS REQUIRED PER CITY OF LAS VEGAS ZONING CODE. TYPICAL AT BOTH PAD AREAS.

NOT A PART
126-01-801-006
U (PCD) (CITY OF LAS VEGAS)

126-01-702-008

OSO BLANCA

PROPOSED SIGNAGE LOCATION. APPROVAL SHALL BE UNDER SEPARATE PERMIT, TYP. 24'h. PYLON SIGN AT CORNER, 8'h. MONUMENT SIGNAGE AT ENTRANCES, TYP.

HALF STREET IMPROVEMENTS SHALL BE PER CITY OF LAS VEGAS PUBLIC WORKS REQUIREMENTS AND STANDARD DRAWINGS. TYPICAL ALL STREETS UNLESS NOTED OTHERWISE (NDOT R-O-W).

LANDSCAPE AREA. TYPICAL AS SHOWN THROUGHOUT SITE.

BRESLIN BUILDERS
BOMCA & CONSTRUCTION MANAGEMENT SOLUTIONS
LICENSE #0031496
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-2977
FAX (702)798-3528
www.breslinbuilders.com

Architectural Site Plan

Scale: 1" = 20'-0"
BBDG Project No.: 5607A
Version 5 - Schematic Design

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EOT-36618
12-16-09 CC

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PLANNING & DEVELOPMENT

Land-Use Submittal Package
September 6, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

DESIGN DATA

LOT AREA	115,323.96 SQUARE FEET ± (2.65 ACRES)
TAVERN	5,504 SQUARE FEET
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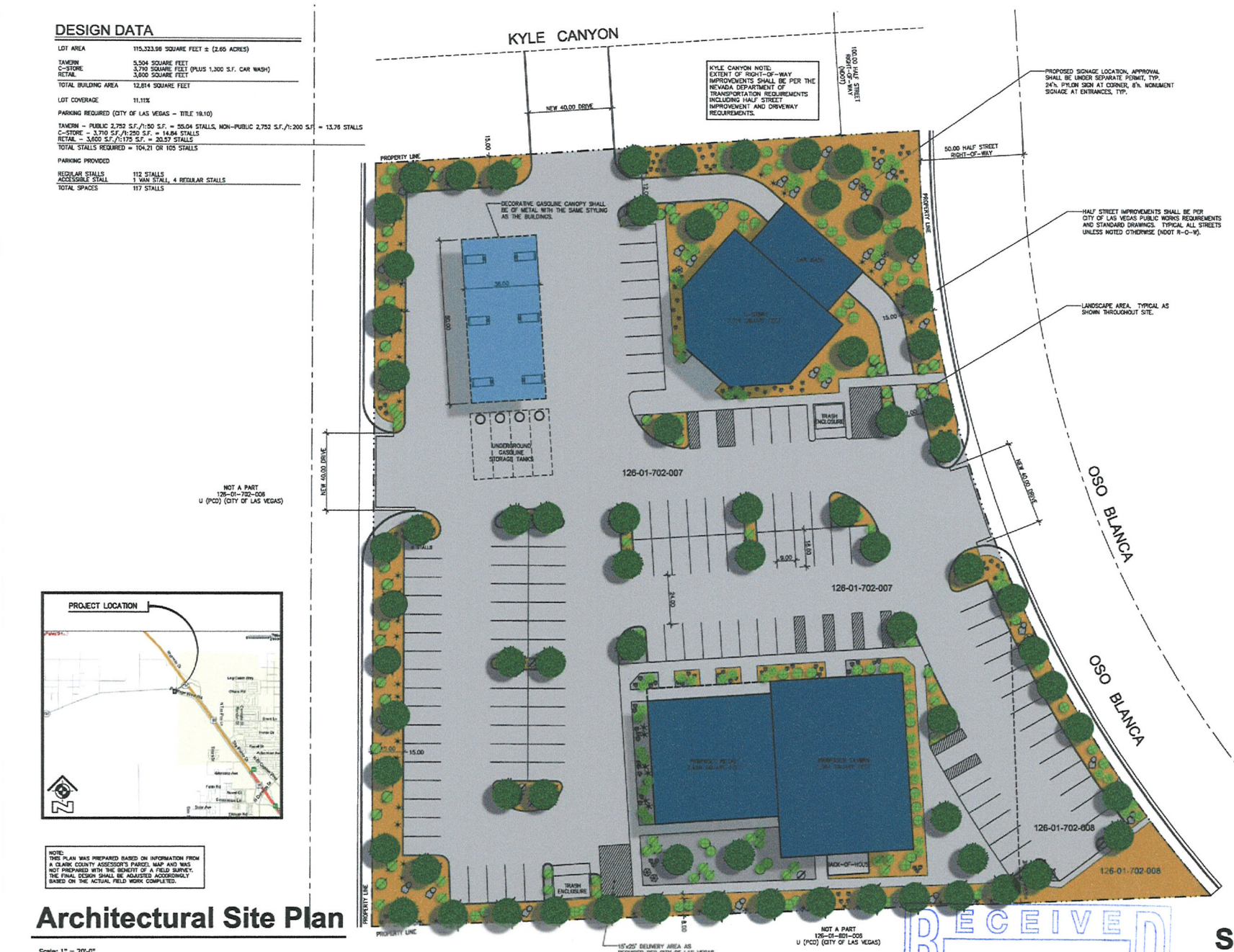

NOTE:
THIS PLAN WAS PREPARED BASED ON INFORMATION FROM A CLARK COUNTY ASSESSOR'S PARCEL MAP AND WAS NOT PREPARED WITH THE BENEFIT OF A FIELD SURVEY. THE FINAL DESIGN SHALL BE ADJUSTED ACCORDINGLY BASED ON THE ACTUAL FIELD WORK COMPLETED.

Architectural Site Plan

Scale: 1" = 20'-0"
BBDG Project No.: 5607A
Version 5 - Schematic Design

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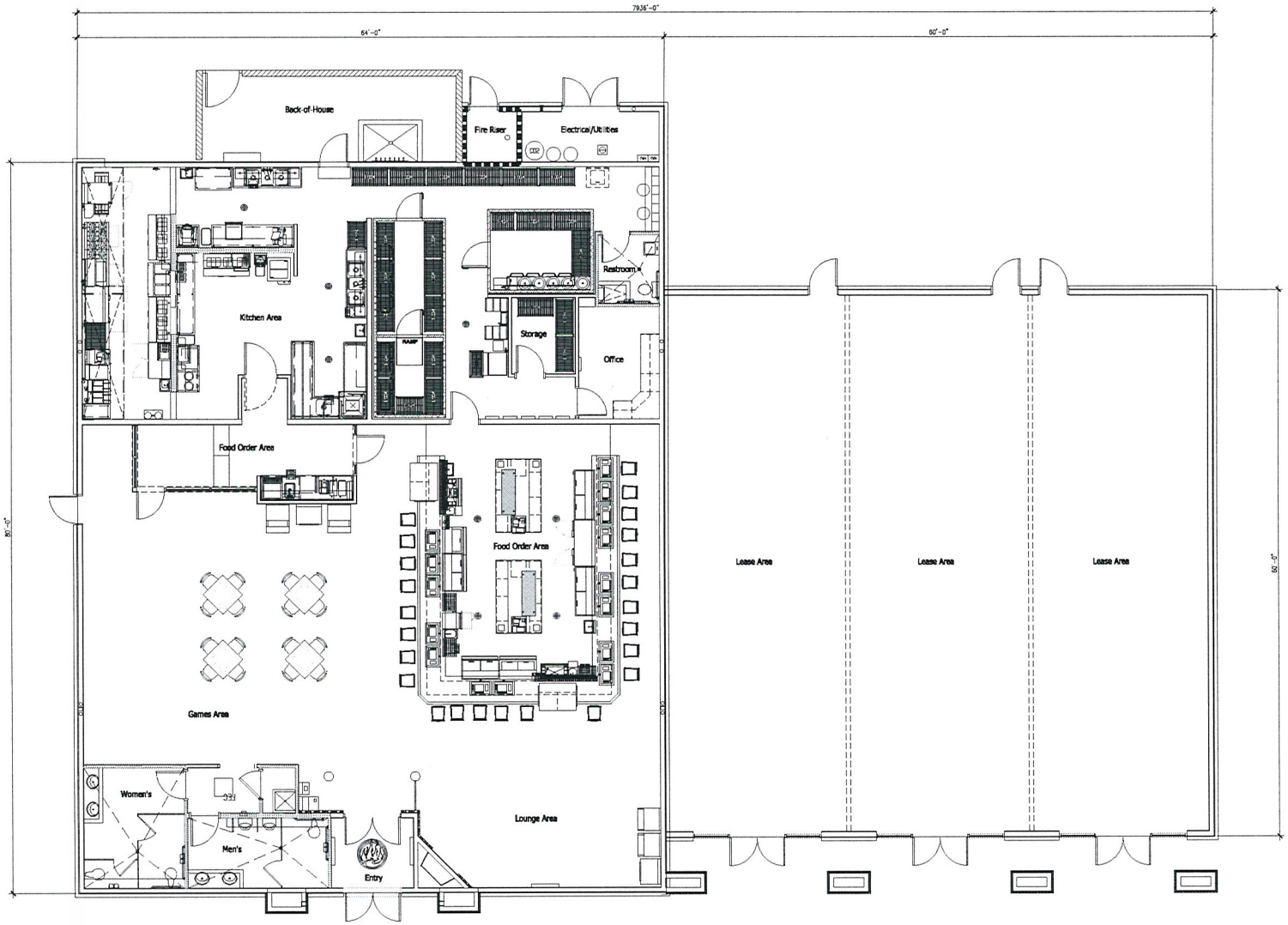
LAS VEGAS, NEVADA 89118
(702)795-3577
FAX (702)795-3606
www.breslinbuilders.com

Land-Use Submittal Package
September 6, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada



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Tavern/Retail Floor Plan

Scale: 3/16" = 1'-0"
BBDG Project No.: 5607A
Version 5

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September 5, 2007

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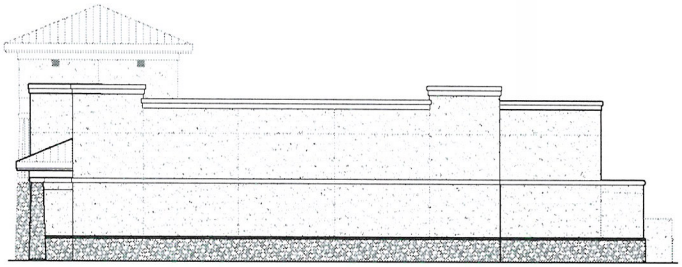
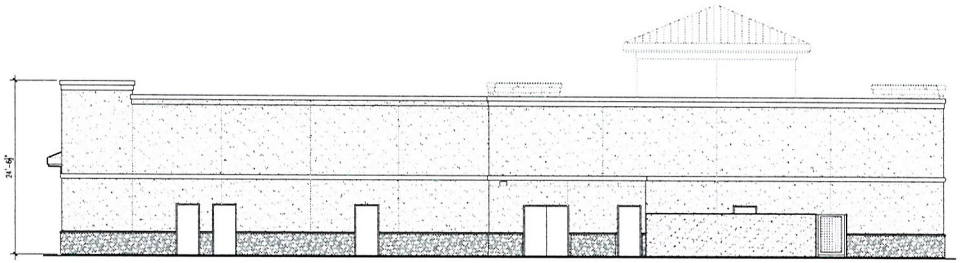
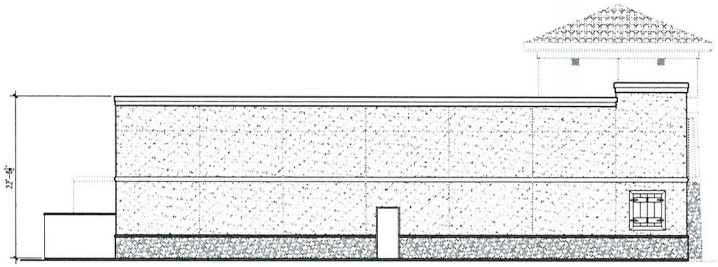
8635 POLARIS AVENUE,
SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3808
www.breslinbuilders.com



Side Elevation (West)



Rear Elevation (South)



Side Elevation (East)



Front Elevation (North)

Tavern/Retail Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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Land-Use Submittal Package
September 5, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

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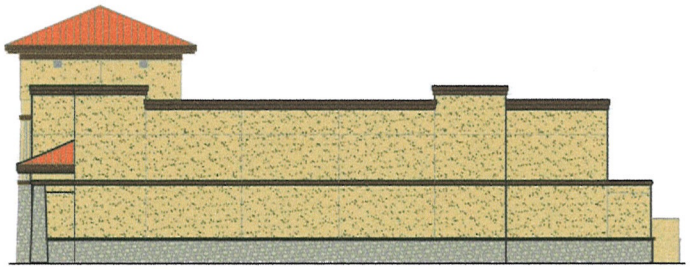
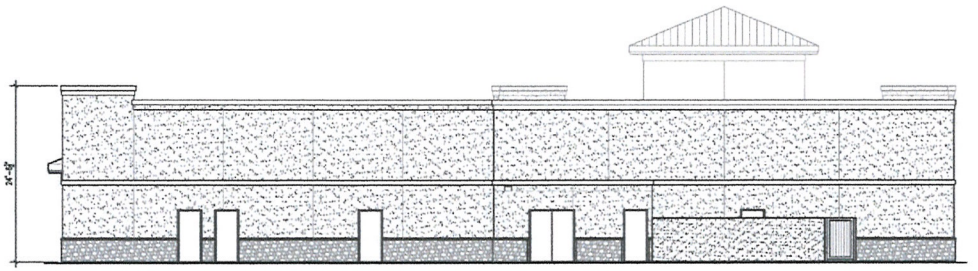
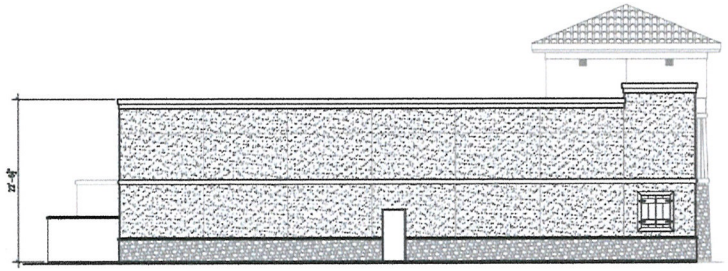


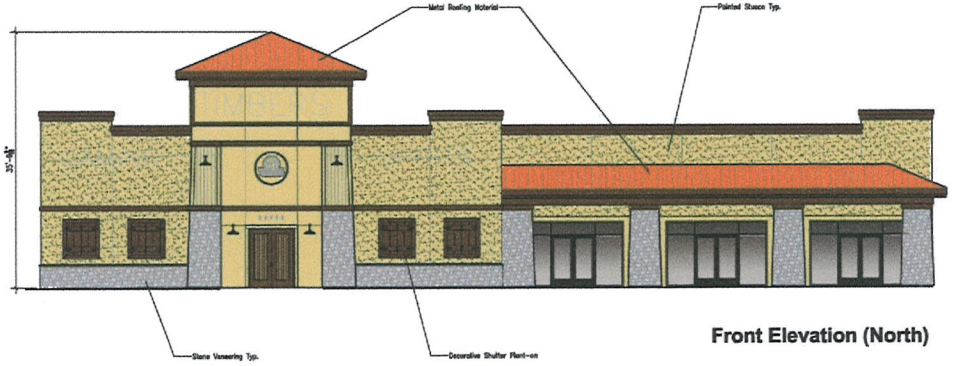
Side Elevation (West)



Rear Elevation (South)



Side Elevation (East)



Front Elevation (North)

Tavern/Retail Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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September 5, 2007

Sagebrush Cantina

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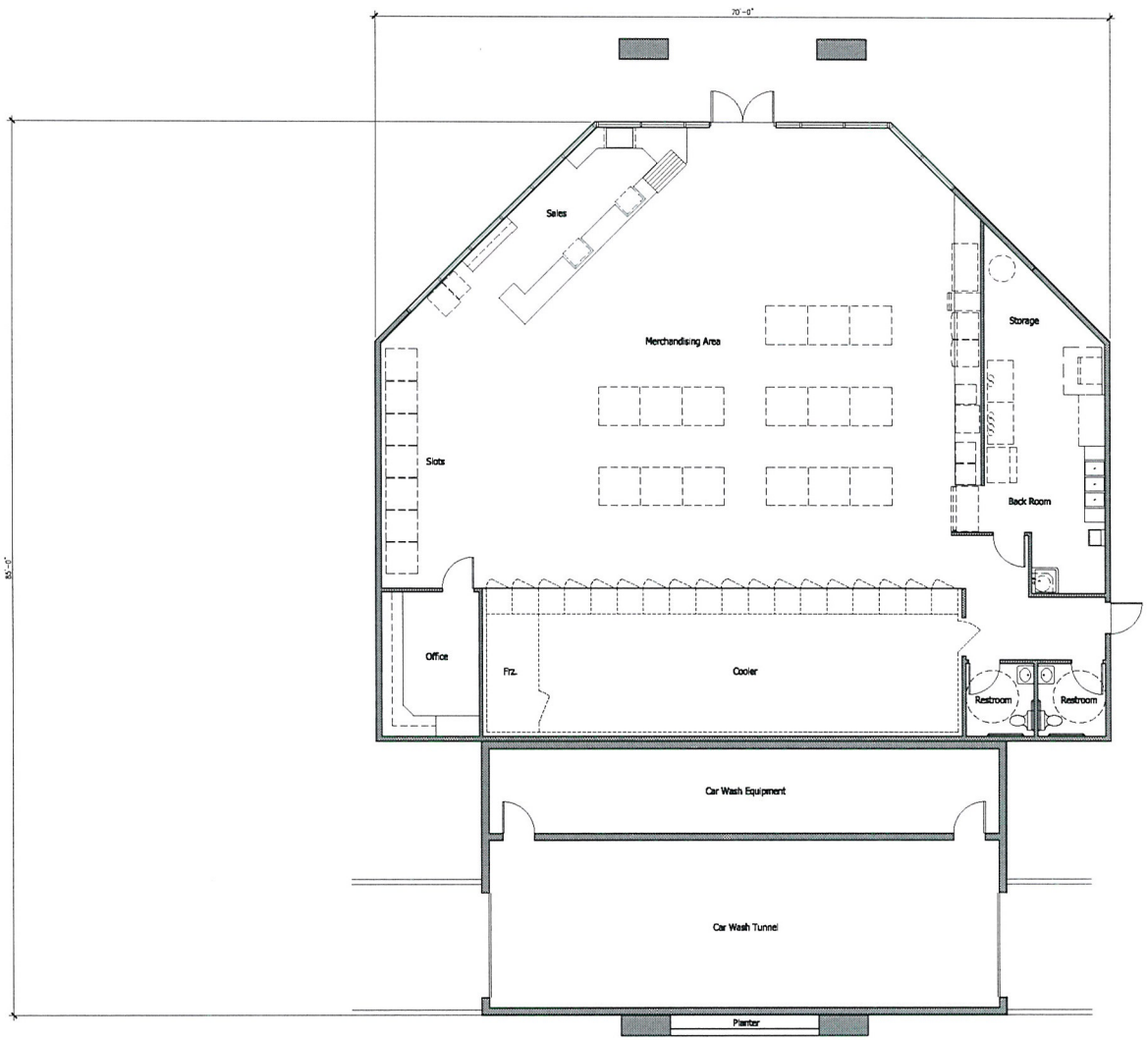

BRESLIN BUILDERS

C-Store Floor Plan

Land-Use Submittal Package
September 5, 2007

Scale: 3/16" = 1'-0"
BBDG Project No.: 5607A
Version 5

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Kyle Canyon and Oso Blanco, Las Vegas, Nevada

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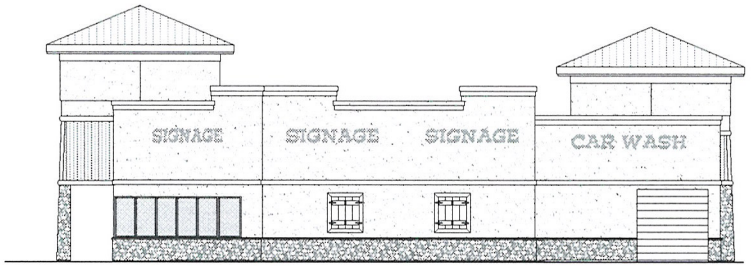
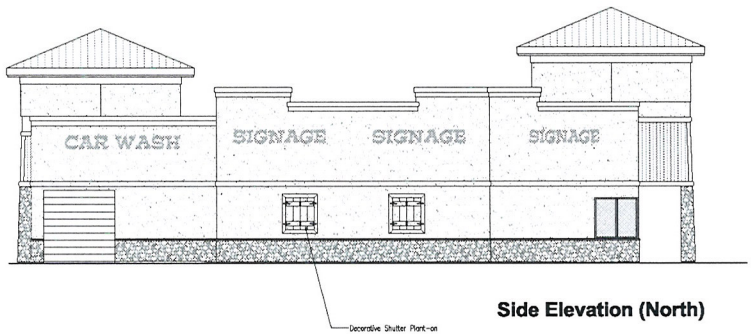


Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

C-Store Elevations

Land-Use Submittal Package
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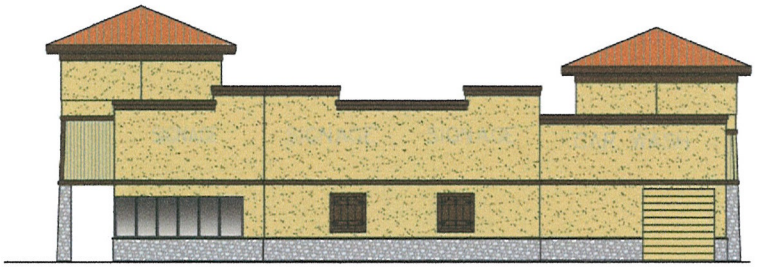
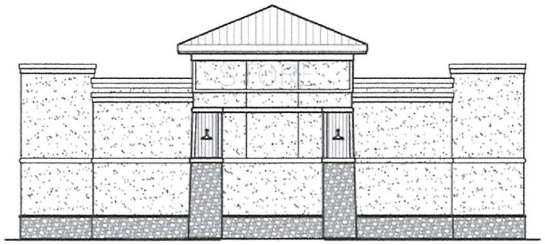
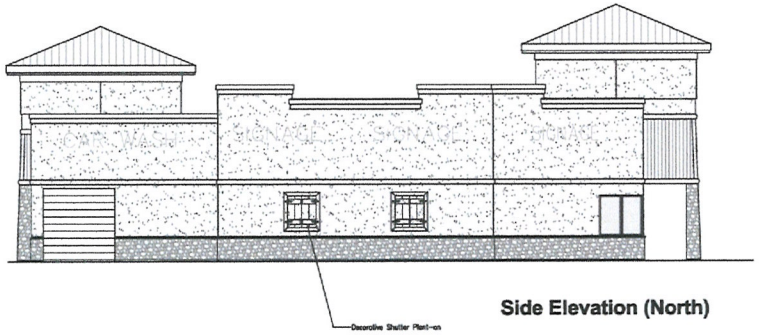


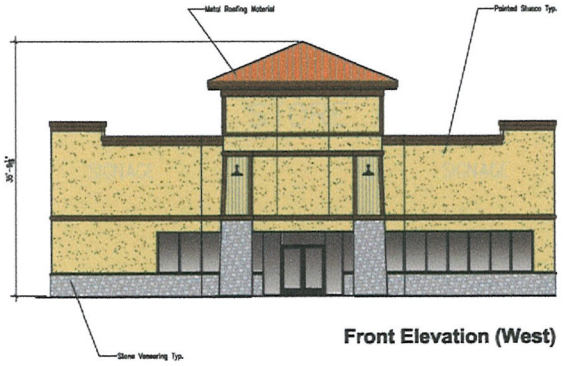
Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

C-Store Elevations

Land-Use Submittal Package
September 5, 2007

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
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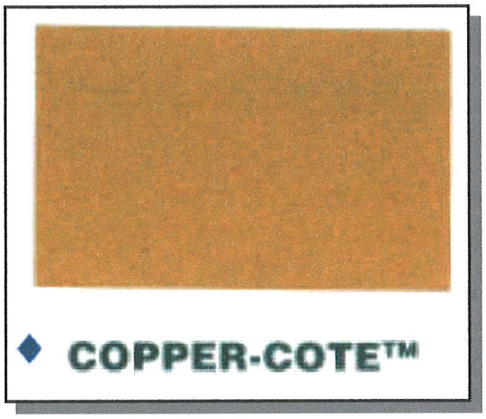
Kyle Canyon and Oso Blanco, Las Vegas, Nevada

Color and Materials Board



Typical EIFS and Painted Trim Color, Bronze Storefront System



Typical Metal Roofing System - Berridge



Typical EIFS and Painted Field/Body Color



Typical Stone Veneering Material - Owens Corning, River Rock, Lake Shore

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Sagebrush Cantina

Kyle Canyon and Oso Blanca, Las Vegas, Nevada

Prepared by:

BRESLIN BUILDERS

November 5, 2009

Ms. Margo Wheeler, Director
City of Las Vegas Planning and Development Department
731 S. 4th Street
Las Vegas, NV. 89101

Re: Justification Letter for an Extension of Time
ZON-9662, SUP-9664, SUP-9665 & SDR-9666
Osa Blanca Road & Kyle Canyon, SWC, APN: 126-01-702-007

Dear Margo:

On behalf of our clients, C M Sagebrush 1-3082 LLC, please accept this letter and attached materials as a request for Extensions of Time on the above referenced applications for a Rezoning to C-1 (Limited Commercial); for a SUP to allow a Liquor Establishment; an SUP to allow a service station; and an SDR on the southwest corner of Osa Blanca Road & Kyle Canyon consisting of approximately 2.5 acres, APN 126-01-702-007.

Please note that City Council approved these items on November 7, 2007. This will be the first request for Extension of Time for these applications. We believe an extension is warranted for the following reasons:

1) The land use pattern for the surrounding area has not substantially changed since the original approval. Therefore, the proposal remains compatible.

2) The zoning and uses are in conformance with the General Plan by conformance with the Centennial Hills Sector Plan Service Commercial land use category.

3) This extension will provide the owner with needed additional time to find funding, a suitable buyer/developer and continue plans to develop the property.

4) The opportunity will allow time to complete the commercial center with attractive buildings and services for the area residential, business and commuters at an appropriate location consistent with plans.

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GCGARCIA

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

5) Current economic conditions which are not unique to this project have prevented the applicant from moving forward. More specifically, we are in the worst credit crunch in memory; lending of money for construction is extremely difficult to impossible and getting worse in the short run, not better; tenants are difficult to secure. Unemployment rates, residential foreclosures, business foreclosures, office and industrial vacancies and the unemployment rate in the State of Nevada are among the highest in the nation. According to highly respected public and private sector financial analysts and managers, it could take years for the economy to return to some semblance of a normal business cycle.

6) The applicant is still fully intent on seeing the property developed as proposed and is not requesting any changes to the site plan or elevations.

7) The applicant agrees that all of the original conditions of approval remain acceptable.

We would appreciate your favorable consideration and would respectfully request approval of the Extensions of Time for three years until November 7, 2012. Please advise if you need any additional information or have any questions.

Sincerely,

Andrea Ale

for George Garcia,
President

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LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

December 5, 2007

Mr. Randy Black, Jr.
Sagebrush Cantina, LLC
8080-A West Sahara Avenue
Las Vegas, Nevada 89117

RE: SUP-9665 -- SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO ZON-9662, SUP-9664 AND SDR-9666

Dear Mr. Black:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (Tavern) use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-9662), Special Use Permit (SUP-9664), and Site Development Plan Review (SDR-9666).

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. Deleted at City Council.

6. Deleted at City Council.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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EOT-36618
12-16-09 CC

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

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City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

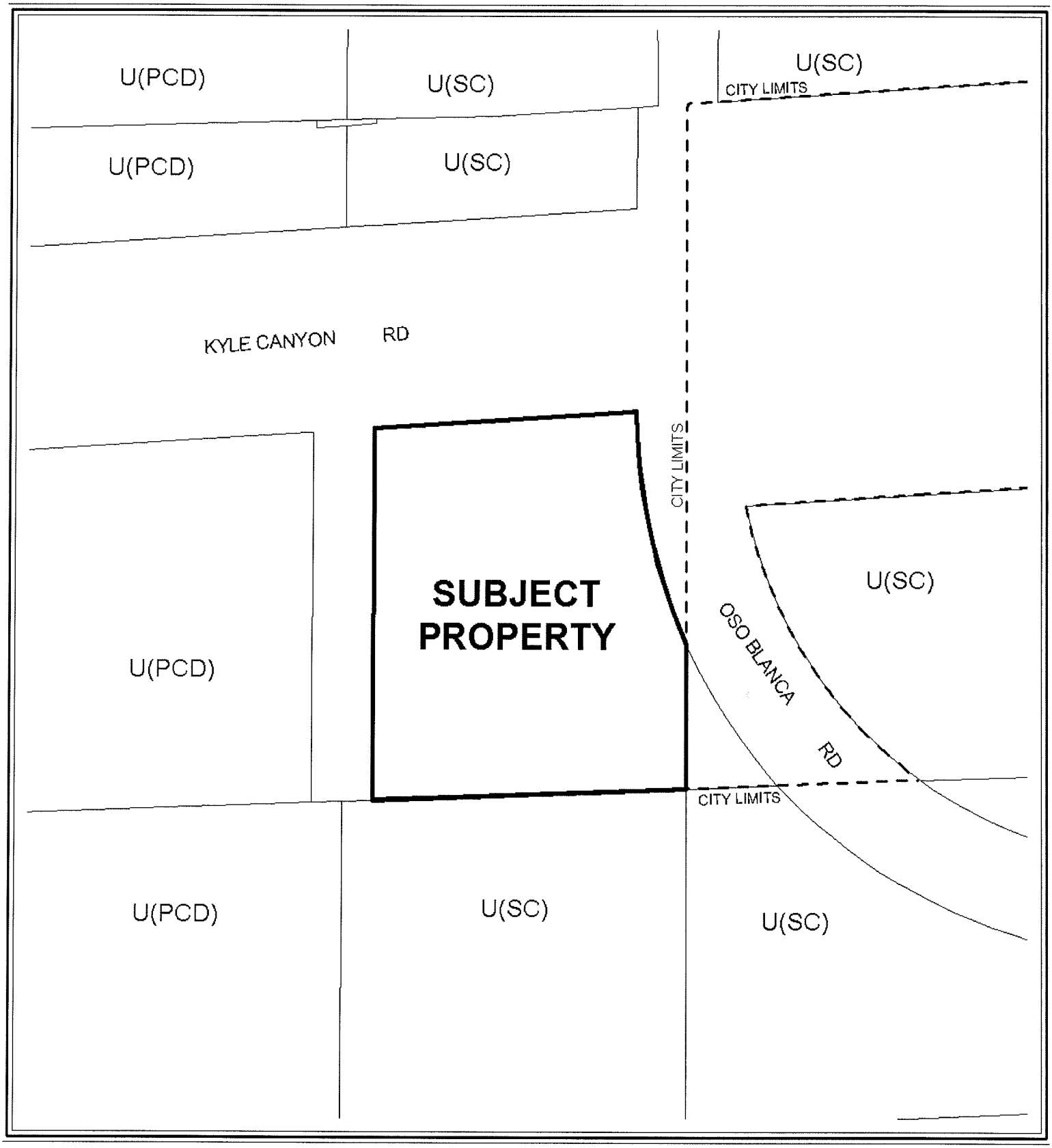
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36622 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-9664) FOR A PROPOSED SERVICE STATION at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-9664

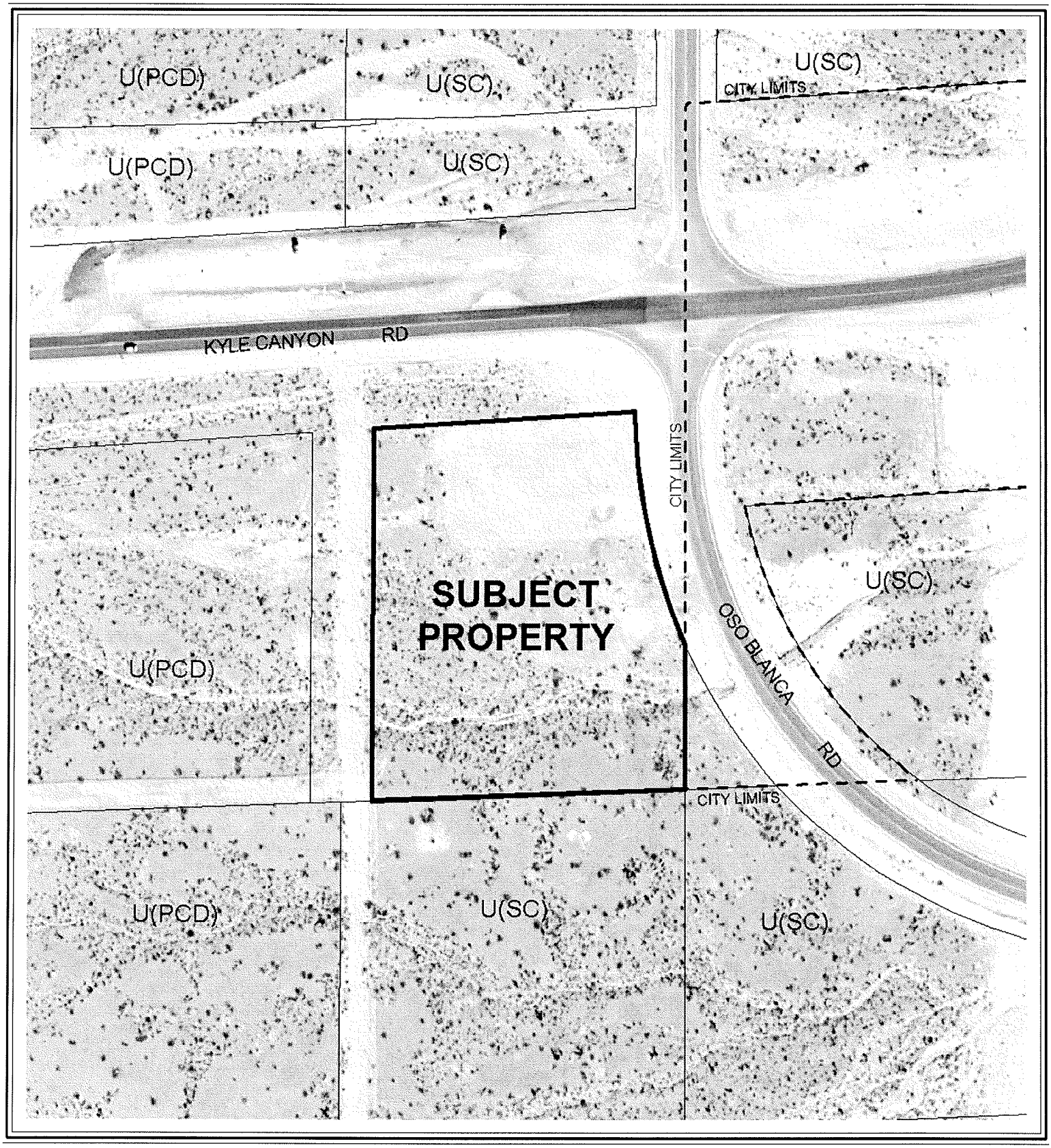


0 100 200 Feet

CASE: **EOT-36622**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36622**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36622 – EXTENSION OF TIME – SPECIAL USE PERMIT -
APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-9664) shall expire on November 7, 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-9664) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Special Use Permit (SUP-9664) for a proposed Service Station. The property is dirt with wild plants, but not unsightly nor covered with trash/debris. The applicant has not made any progress on the proposed project as no plans have been submitted for plan check nor have any building permits been issued. The area surrounding the subject site is undeveloped land without approved entitlements. The applicant is requesting an Extension of Time to secure funding for the project. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/01/05	The City Council approved a request to Petition to Annex (ANX-5528) approximately 529 acres of property generally located north of Iron Mountain Road and west of Hualapai Way with an effective date of 06/10//05. The Planning Commission recommended approval on 12/16/04.
11/07/07	The City Council approved a request for a Rezoning (ZON-9662) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road. The Planning Commission recommended approval on 11/17/05.
	The City Council approved a related request for a Special Use Permit (SUP-9664) for a proposed Service Station.
	The City Council approved a related Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern).
	The City Council approved a related request for a Site Development Plan Review (SDR-9666) for a 3,710 square-foot Service Station without incidental Auto Repair with an accessory Car Wash, a proposed 5,504 square-foot Tavern, a 3,600 square-foot Retail Element; and waivers of building placement and foundation landscaping requirements.
Related Building Permits/Business Licenses	
There are no business licenses or building permits issued for the proposed uses.	
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	2.48

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Service Station with Car Wash, Tavern, and Retail Element	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
South	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
East	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
West	Undeveloped Land	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time for a previously approved Special Use Permit (SUP-9664) for a Service Station at the southwest corner of Oso Blanca Road and Kyle Canyon Road. No building permits have been issued for the proposed project. The land surrounding the subject site is undeveloped with no approved entitlements.

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-9664) 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 funding for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-9664) 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-36622** APN: 126-01-702-007

Name of Property Owner: C M Sagebrush 1-3082 LLC

Name of Applicant: C M Sagebrush 1-3082 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 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/Authorized Agent: _____

Print Name: Andrew Mendoza

Subscribed and sworn before me

This 29 day of October, 2009

_____
Notary Public in and for said County and State

BRIAN ELWOOD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 06-103640-1
MY APPT. EXPIRES MARCH 6, 2010

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DESIGN DATA

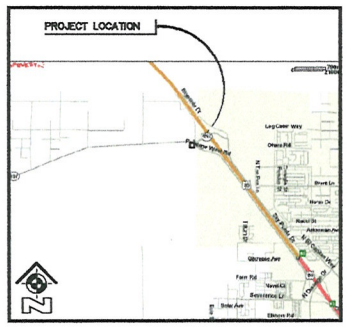
LOT AREA	115,323.96 SQUARE FEET ± (2.65 ACRES)
TAVERN	5,504 SQUARE FEET
C-STORE	3,710 SQUARE FEET (PLUS 1,300 S.F. CAR WASH)
RETAIL	3,600 SQUARE FEET
TOTAL BUILDING AREA	12,814 SQUARE FEET
LOT COVERAGE	11.11%

PARKING REQUIRED (CITY OF LAS VEGAS – TITLE 19.10)

TAVERN – PUBLIC 2,752 S.F./1:50 S.F. = 55.04 STALLS, NON-PUBLIC 2,752 S.F./1:200 S.F. = 13.76 STALLS
C-STORE – 3,710 S.F./1:350 S.F. = 14.84 STALLS
RETAIL – 3,600 S.F./1:175 S.F. = 20.57 STALLS
TOTAL STALLS REQUIRED = 104.21 OR 105 STALLS

PARKING PROVIDED

REGULAR STALLS	112 STALLS
ACCESSIBLE STALL	1 VAN STALL, 4 REGULAR STALLS
TOTAL SPACES	117 STALLS



NOTE:
THIS PLAN WAS PREPARED BASED ON INFORMATION FROM A CLARK COUNTY ASSESSOR'S PARCEL MAP AND WAS NOT PREPARED WITH THE BENEFIT OF A FIELD SURVEY. THE FINAL DESIGN SHALL BE ADJUSTED ACCORDINGLY BASED ON THE ACTUAL FIELD WORK COMPLETED.

Architectural Site Plan

Scale: 1" = 20'-0"
BBDG Project No.: 5607A
Version 5 - Schematic Design

KYLE CANYON

KYLE CANYON NOTE:
EXTENT OF RIGHT-OF-WAY IMPROVEMENTS SHALL BE PER THE NEVADA DEPARTMENT OF TRANSPORTATION REQUIREMENTS INCLUDING HALF STREET IMPROVEMENT AND DRIVEWAY REQUIREMENTS.

100.00 HALF STREET RIGHT-OF-WAY (NDOT)

NEW 40.00 DRIVE

PROPERTY LINE

50.00 HALF STREET RIGHT-OF-WAY

PROPOSED SIGNAGE LOCATION. APPROVAL SHALL BE UNDER SEPARATE PERMIT, TYP. 24'h. PYLON SIGN AT CORNER, 8'h. MONUMENT SIGNAGE AT ENTRANCES, TYP.

HALF STREET IMPROVEMENTS SHALL BE PER CITY OF LAS VEGAS PUBLIC WORKS REQUIREMENTS AND STANDARD DRAWINGS. TYPICAL ALL STREETS UNLESS NOTED OTHERWISE (NDOT R-O-W).

LANDSCAPE AREA. TYPICAL AS SHOWN THROUGHOUT SITE.

DECORATIVE GASOLINE CANOPY SHALL BE OF METAL WITH THE SAME STYLING AS THE BUILDINGS.

CAR WASH

C-STORE
3,710 SQUARE FEET

UNDERGROUND GASOLINE STORAGE TANKS

TRASH ENCLOSURE

126-01-702-007

NOT A PART
126-01-702-006
U (PCD) (CITY OF LAS VEGAS)

9 STALLS

OSO BLANCA

PROPOSED RETAIL
3,600 SQUARE FEET

PROPOSED TAVERN
5,504 SQUARE FEET

BACK-OF-HOUSE

TRASH ENCLOSURE

126-01-702-008

15'x25' DELIVERY AREA AS REQUIRED PER CITY OF LAS VEGAS ZONING CODE. TYPICAL AT BOTH PAD AREAS.

NOT A PART
126-01-801-006
U (PCD) (CITY OF LAS VEGAS)

BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)948-3977
FAX (702)948-3968

Land-Use Submittal Package
September 6, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

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PLANNING & DEVELOPMENT

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12-16-09 CC

DESIGN DATA

LOT AREA	115,323.96 SQUARE FEET ± (2.65 ACRES)
TAVERN	5,504 SQUARE FEET
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ACCESSIBLE STALL	1 VAN STALL, 4 REGULAR STALLS
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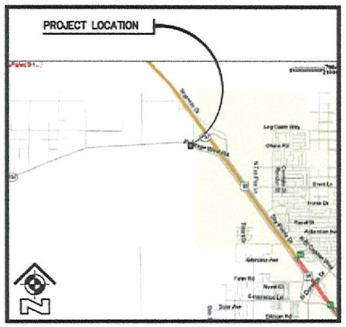

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Architectural Site Plan

Scale: 1" = 20'-0"
BBDG Project No.: 5607A
Version 5 - Schematic Design

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DESIGN & CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0059189
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(702)795-3977
FAX (702)795-3905
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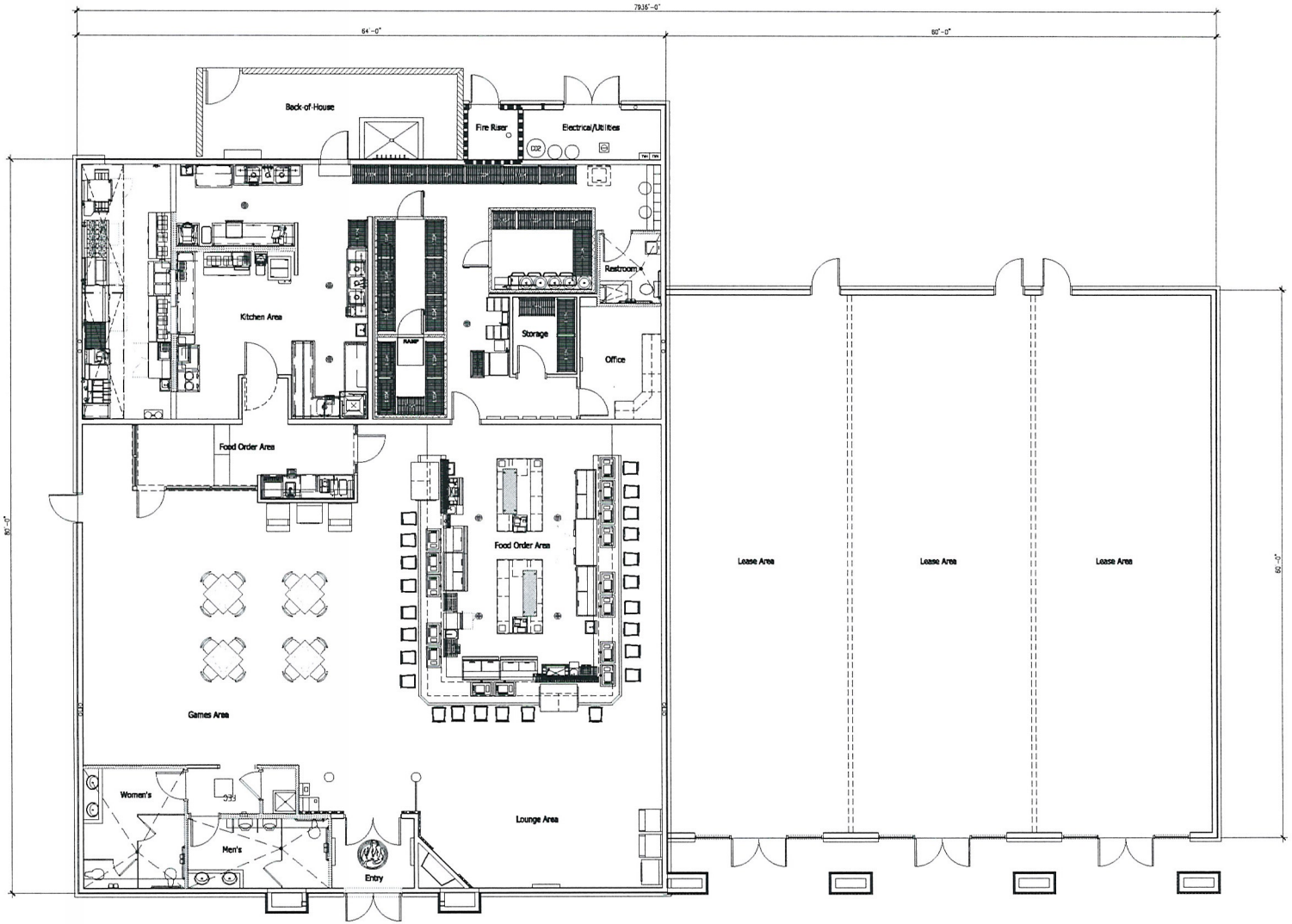
Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada



BRESLIN BUILDERS

Tavern/Retail Floor Plan

Scale: 3/16" = 1'-0"
BBDG Project No.: 5607A
Version 5

EOT-36622

12-16-09 CC

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September 5, 2007

Sagebrush Cantina

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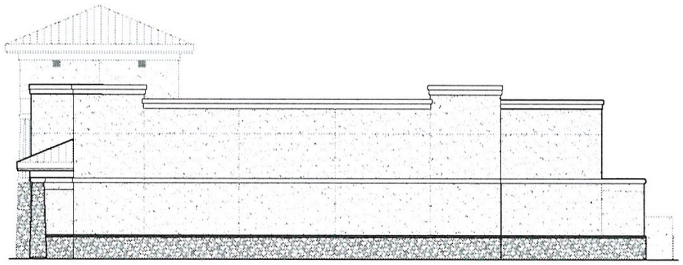
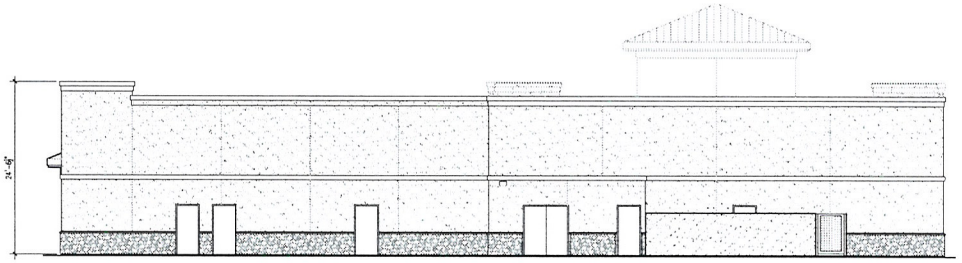
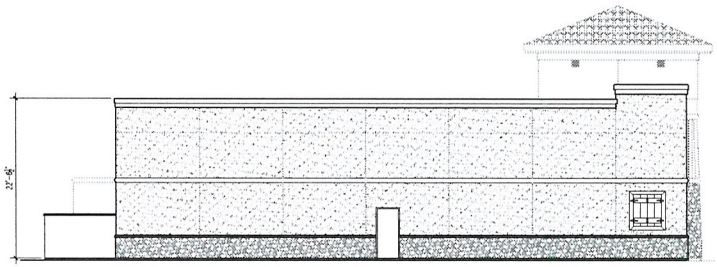
BRESLIN BUILDERS
DESIGN & DEVELOPMENT CO.
LICENSED GENERAL CONTRACTOR
LICENSE #0016169
8635 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3877
FAX (702)798-3808
www.breslinbuilders.com



Side Elevation (West)



Rear Elevation (South)



Side Elevation (East)



Front Elevation (North)

Tavern/Retail Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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LAS VEGAS, NEVADA 89118
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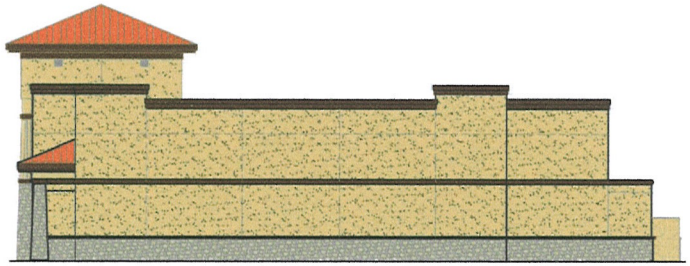
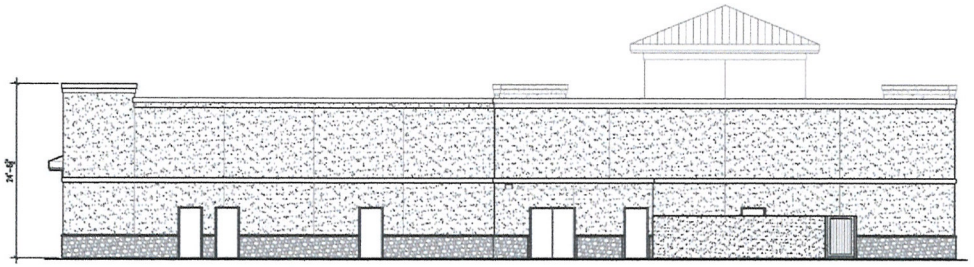
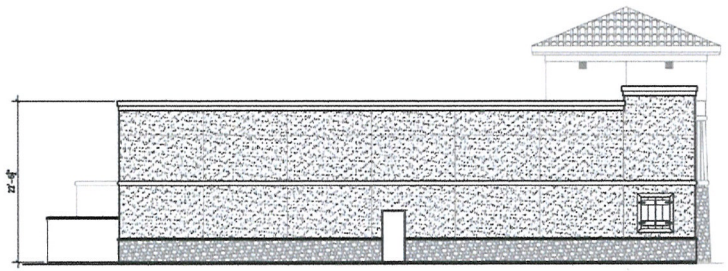
FAX (702)798-5909
www.breslinbuilders.com



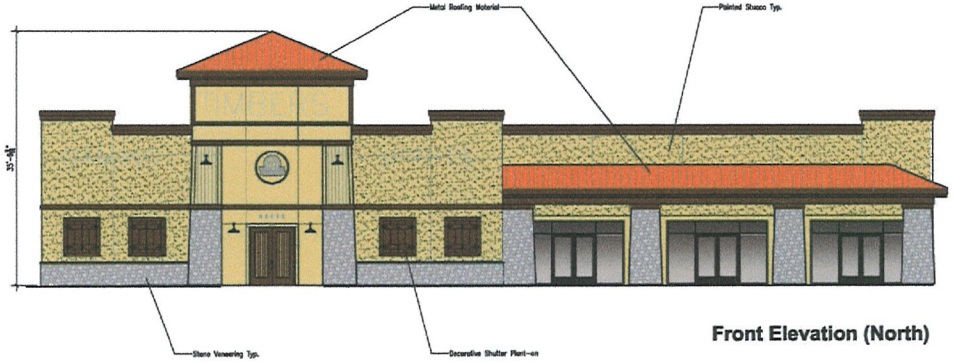
Side Elevation (West)



Rear Elevation (South)



Side Elevation (East)



Front Elevation (North)

Tavern/Retail Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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Land-Use Submittal Package
September 5, 2007

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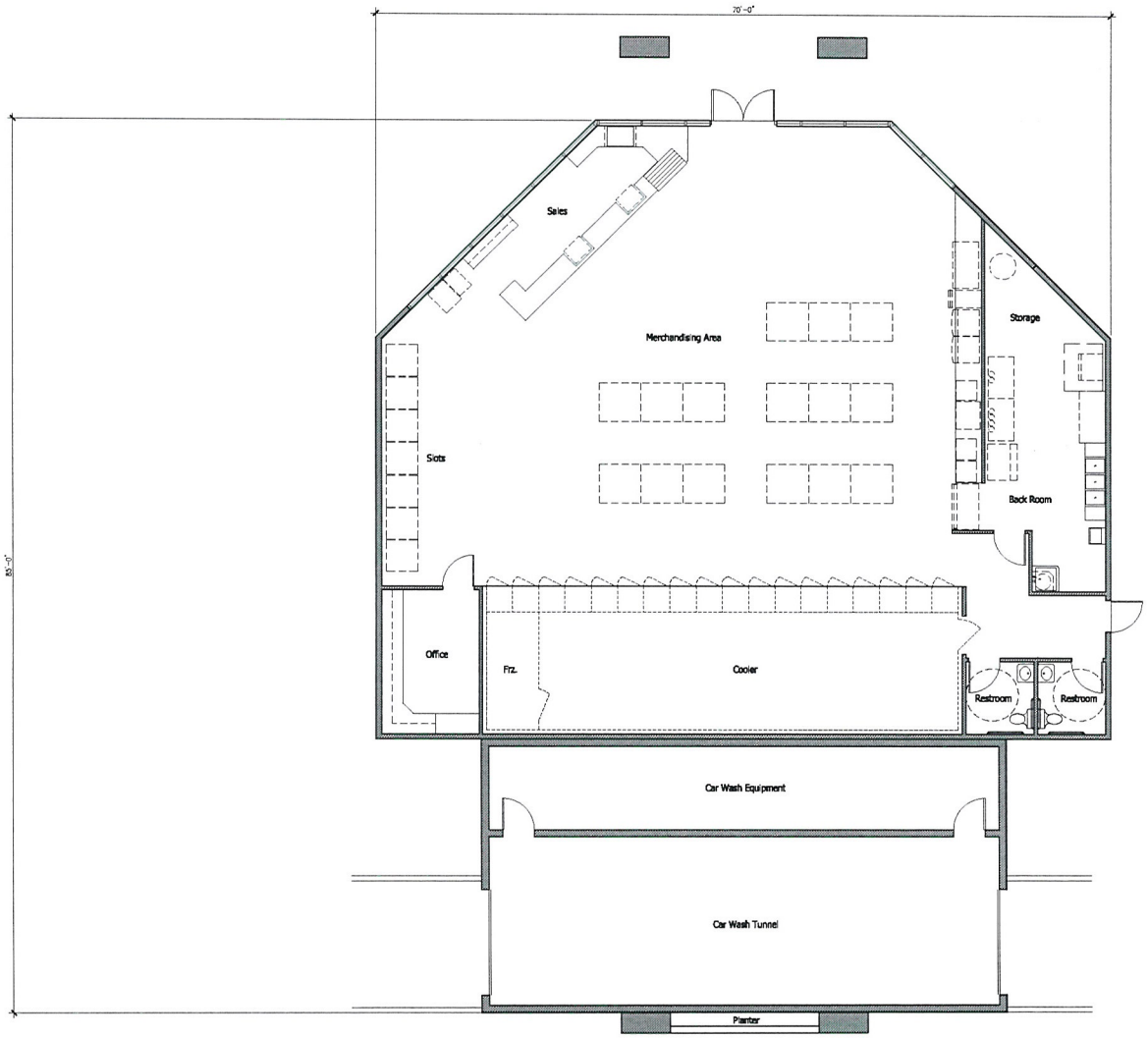

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LAS VEGAS, NEVADA 89119
(702)798-3977
FAX (702)798-3908
www.breslinbuilders.com

C-Store Floor Plan

Scale: 3/16" = 1'-0"
BBDG Project No.: 5607A
Version 5

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Sagebrush Cantina

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SUITE B
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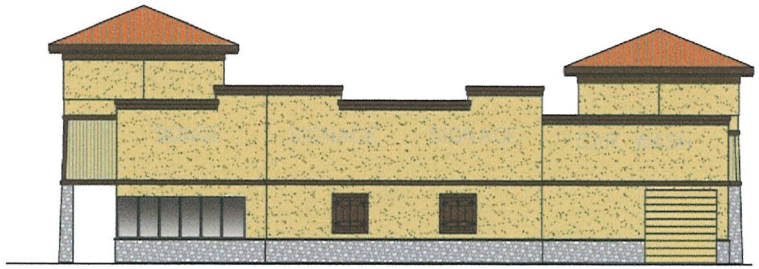
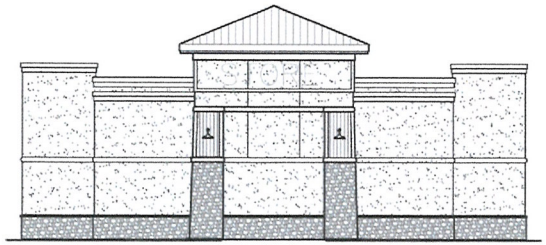
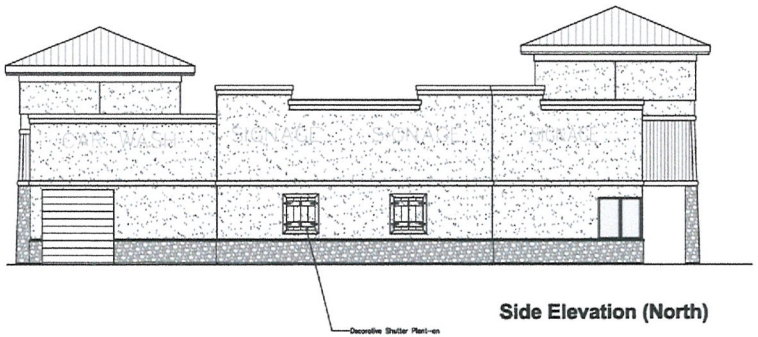
FAX (702)798-0999
www.breslinbuilders.com



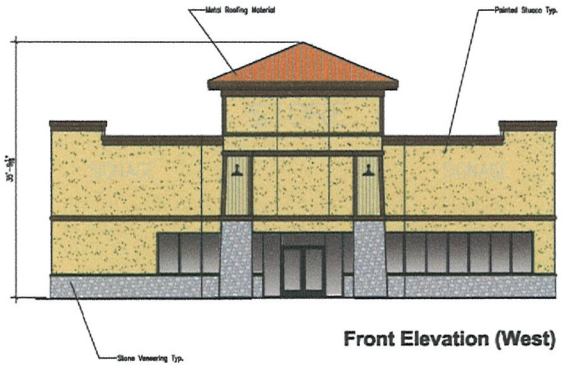
Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

C-Store Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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September 5, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

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LICENSE #0016168
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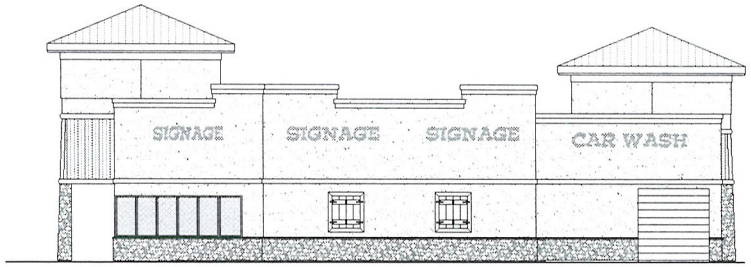
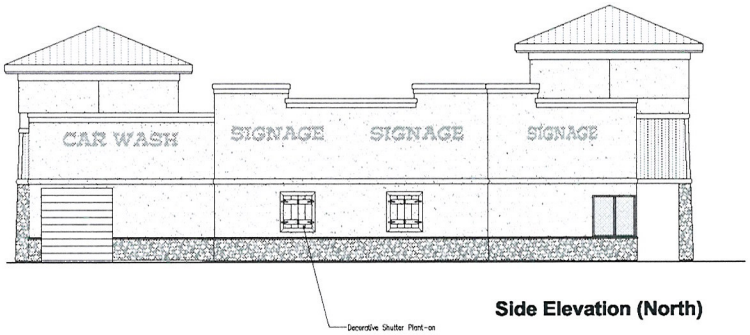
LAS VEGAS, NEVADA 89115
(702)799-3977
FAX (702)799-3906
www.breslinbuilders.com



Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

C-Store Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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September 5, 2007

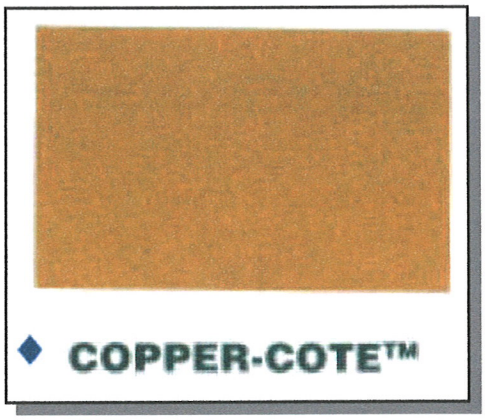
Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

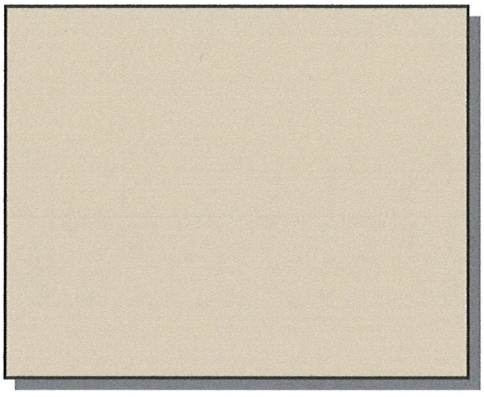
Color and Materials Board



Typical EIFS and Painted Trim Color, Bronze Storefront System



Typical Metal Roofing System - Berridge



Typical EIFS and Painted Field/Body Color



Typical Stone Veneering Material - Owens Corning, River Rock, Lake Shore

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PLANNING & DEVELOPMENT

Sagebrush Cantina

Kyle Canyon and Oso Blanca, Las Vegas, Nevada

Prepared by:

BRESLIN BUILDERS

November 5, 2009

Ms. Margo Wheeler, Director
City of Las Vegas Planning and Development Department
731 S. 4th Street
Las Vegas, NV. 89101

Re: Justification Letter for an Extension of Time
ZON-9662, SUP-9664, SUP-9665 & SDR-9666
Osa Blanca Road & Kyle Canyon, SWC, APN: 126-01-702-007

Dear Margo:

On behalf of our clients, C M Sagebrush 1-3082 LLC, please accept this letter and attached materials as a request for Extensions of Time on the above referenced applications for a Rezoning to C-1 (Limited Commercial); for a SUP to allow a Liquor Establishment; an SUP to allow a service station; and an SDR on the southwest corner of Osa Blanca Road & Kyle Canyon consisting of approximately 2.5 acres, APN 126-01-702-007.

Please note that City Council approved these items on November 7, 2007. This will be the first request for Extension of Time for these applications. We believe an extension is warranted for the following reasons:

1) The land use pattern for the surrounding area has not substantially changed since the original approval. Therefore, the proposal remains compatible.

2) The zoning and uses are in conformance with the General Plan by conformance with the Centennial Hills Sector Plan Service Commercial land use category.

3) This extension will provide the owner with needed additional time to find funding, a suitable buyer/developer and continue plans to develop the property.

4) The opportunity will allow time to complete the commercial center with attractive buildings and services for the area residential, business and commuters at an appropriate location consistent with plans.

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GCGARCIA

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

5) Current economic conditions which are not unique to this project have prevented the applicant from moving forward. More specifically, we are in the worst credit crunch in memory; lending of money for construction is extremely difficult to impossible and getting worse in the short run, not better; tenants are difficult to secure. Unemployment rates, residential foreclosures, business foreclosures, office and industrial vacancies and the unemployment rate in the State of Nevada are among the highest in the nation. According to highly respected public and private sector financial analysts and managers, it could take years for the economy to return to some semblance of a normal business cycle.

6) The applicant is still fully intent on seeing the property developed as proposed and is not requesting any changes to the site plan or elevations.

7) The applicant agrees that all of the original conditions of approval remain acceptable.

We would appreciate your favorable consideration and would respectfully request approval of the Extensions of Time for three years until November 7, 2012. Please advise if you need any additional information or have any questions.

Sincerely,

Andrea Ale

for George Garcia,
President

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LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

Mr. Randy Black, Jr.
Sagebrush Cantina, LLC
8080-A West Sahara Avenue
Las Vegas, Nevada 89117

RE: SUP-9664 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO ZON-9662, SUP-9665 AND SDR-9666

Dear Mr. Black:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED SERVICE STATION at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for service station use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-9662), Special Use Permit (SUP-9665), and Site Development Plan Review (SDR-9666).

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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12-16-09 CC

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

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PLANNING & DEVELOPMENT

EOT-36622
12-16-09 CC

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

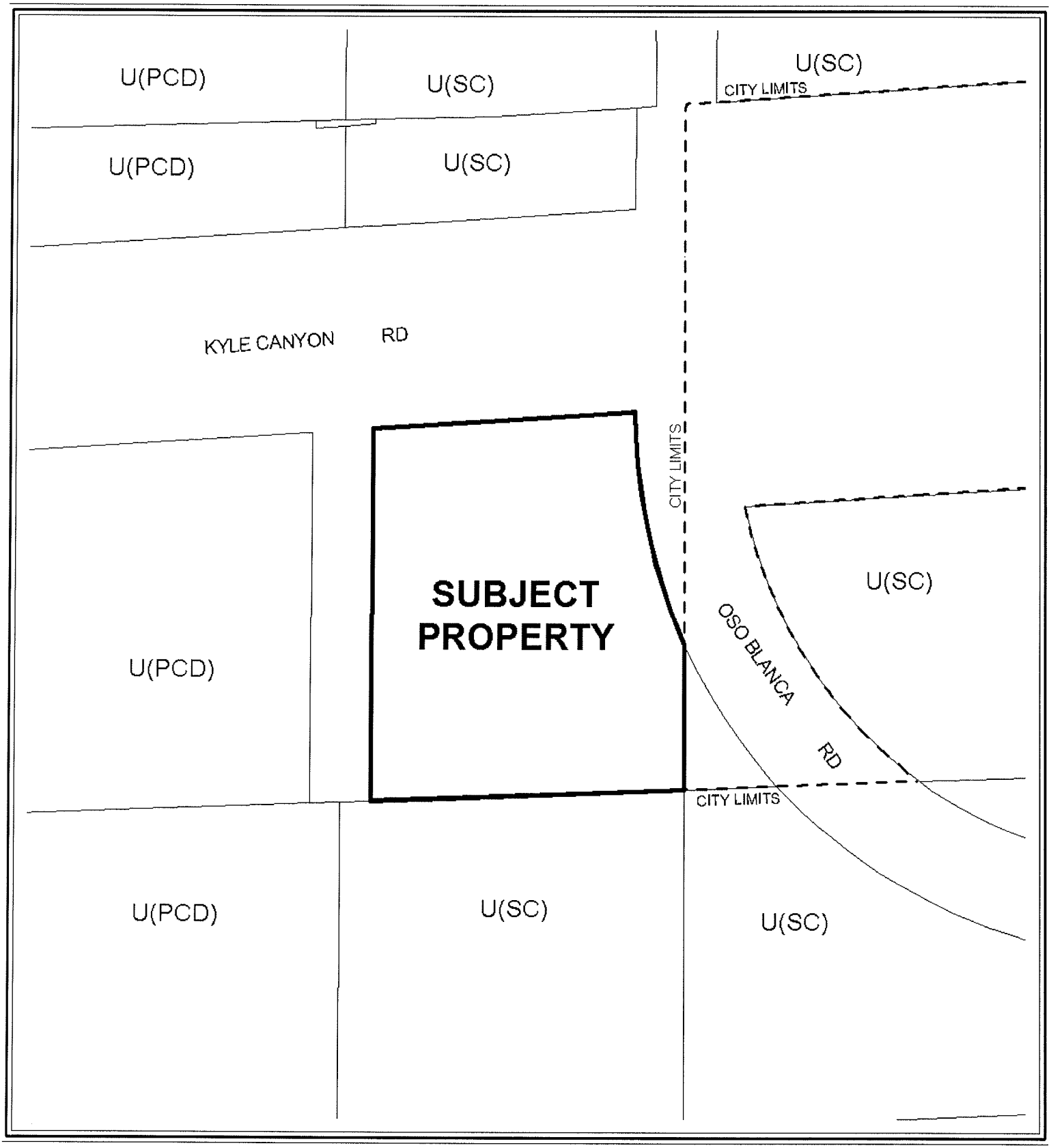
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36623 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - CM SAGEBRUSH 1-3082 LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9666) FOR A PROPOSED 3,710 SQUARE-FOOT SERVICE STATION WITHOUT INCIDENTAL AUTO REPAIR WITH AN ACCESSORY CAR WASH, A 5,504 SQUARE-FOOT TAVERN, A 3,600 SQUARE-FOOT RETAIL ELEMENT; AND WAIVERS OF BUILDING PLACEMENT AND FOUNDATION LANDSCAPING REQUIREMENTS on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-9666

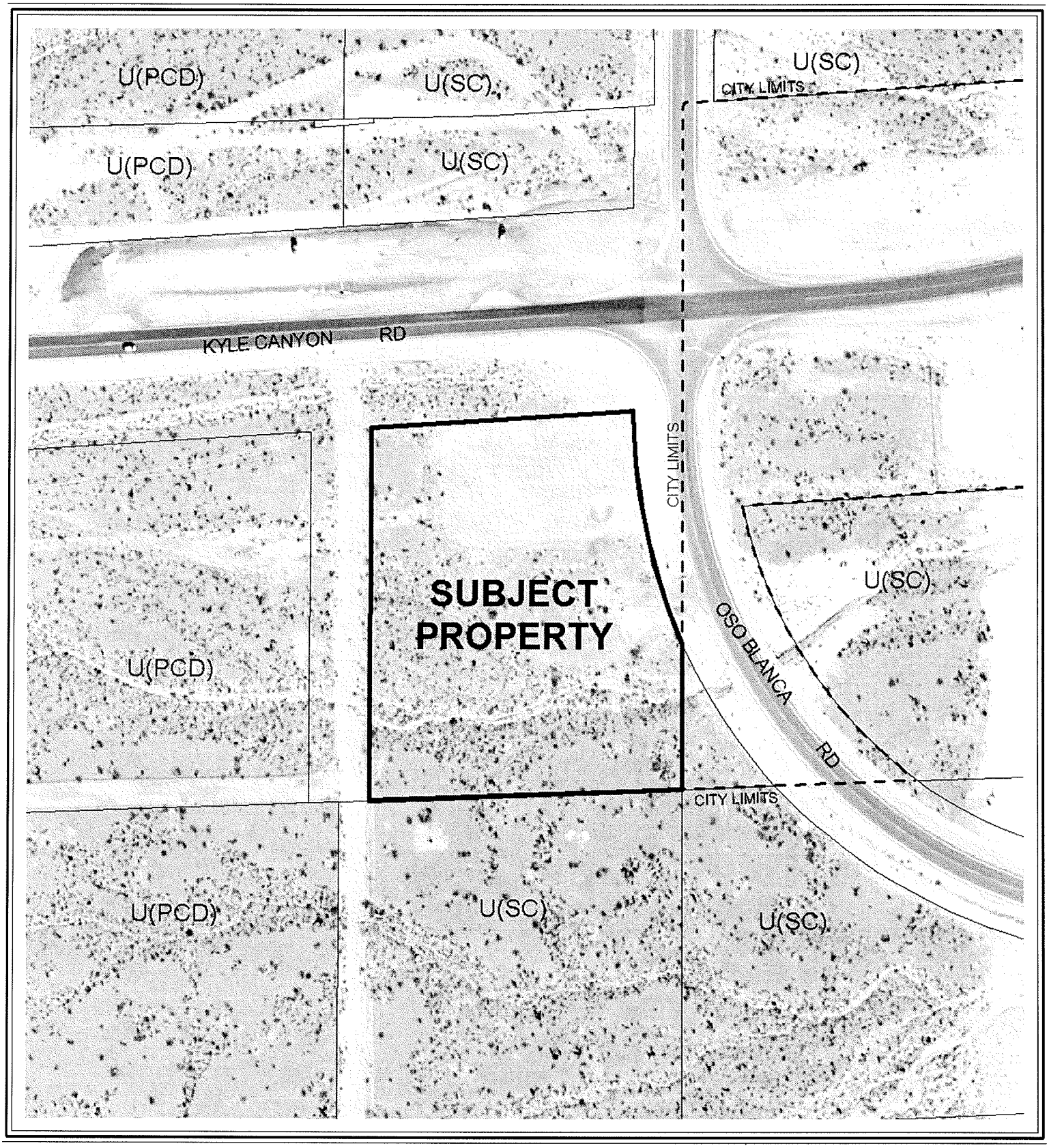


0 100 200 Feet

CASE: **EOT-36623**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: **EOT-36623**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36623 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CM SAGEBRUSH 1-3082 LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-9666) shall expire on November 7, 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-9666) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject property is currently undeveloped land with a previously approved Site Development Plan Review (SDR-9666) for a 3,710 Service Station without incidental Auto Repair with an accessory Car Wash, a 5,504 square-foot Tavern, a 3,600 square-foot Retail Element, and waivers of building placement and foundation landscaping requirements. The property is dirt with wild plants, but not unsightly nor covered with trash/debris. The applicant has not submitted plans for plan check review nor have any building permits been issued for the proposed development. The surrounding properties are undeveloped land with no proposed or approved entitlements.

The applicant has not met the requirements of Title 19.18.050 to exercise the entitlement and is requesting an Extension of Time to secure funding for the proposed project. Staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/01/05	The City Council approved a request to Petition to Annex (ANX-5528) approximately 529 acres of property generally located north of Iron Mountain Road and west of Hualapai Way with an effective date of 06/10//05. The Planning Commission recommended approval on 12/16/04.
11/07/07	The City Council approved a request for a Rezoning (ZON-9662) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road. The Planning Commission recommended approval on 11/17/05.
	The City Council approved a related request for a Special Use Permit (SUP-9664) for a proposed Service Station.
	The City Council approved a related Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern).
	The City Council approved a related request for a Site Development Plan Review (SDR-9666) for a 3,710 square-foot Service Station without incidental Auto Repair with an accessory Car Wash, a proposed 5,504 square-foot Tavern, a 3,600 square-foot Retail Element; and waivers of building placement and foundation landscaping requirements.

Related Building Permits/Business Licenses
There are no business licenses or building permits issued for the proposed uses.
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	2.48

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land-Proposed Service Station with Car Wash, Tavern, and Retail Element	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
South	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
East	Undeveloped Land	SC (Service Commercial)	U(Undeveloped)[SC (Service Commercial) General Plan Designation]
West	Undeveloped Land	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9666) for a 3,710 square-foot Service Station without incidental Auto Repair with an accessory Car Wash, a 5,504 square-foot Tavern, a 3,600 square-foot Retail Element; and waivers of building placement and foundation landscaping requirements on 2.49 acres at the southwest corner of Kyle Canyon Road and Oso Blanca Road. The applicant has not made any progress on the proposed project by submitting plans for plan check or the issuance of building permits. The area surrounding the subject site is undeveloped land without approved entitlements.

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-9666) has not met the requirements outlined in Title 19.18.050 as no permits have been issued for the proposed project. No new development or changes in land use in the surrounding areas have occurred, nor are there any Code Enforcement violations for the subject site. The applicant is requesting an Extension of Time to secure funding for the project. 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-9666) 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

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36623** APN: 126-01-702-007

Name of Property Owner: C M Sagebrush 1-3082 LLC

Name of Applicant: C M Sagebrush 1-3082 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 __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/Authorized Agent: _____

Print Name: ANDREW MENLOVE

Subscribed and sworn before me

This 29 day of October, 2009

_____

Notary Public in and for said County and State

BRIAN ELWOOD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 06-103640-1
MY APPT. EXPIRES MARCH 6, 2010

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PLANNING & DEVELOPMENT

DESIGN DATA

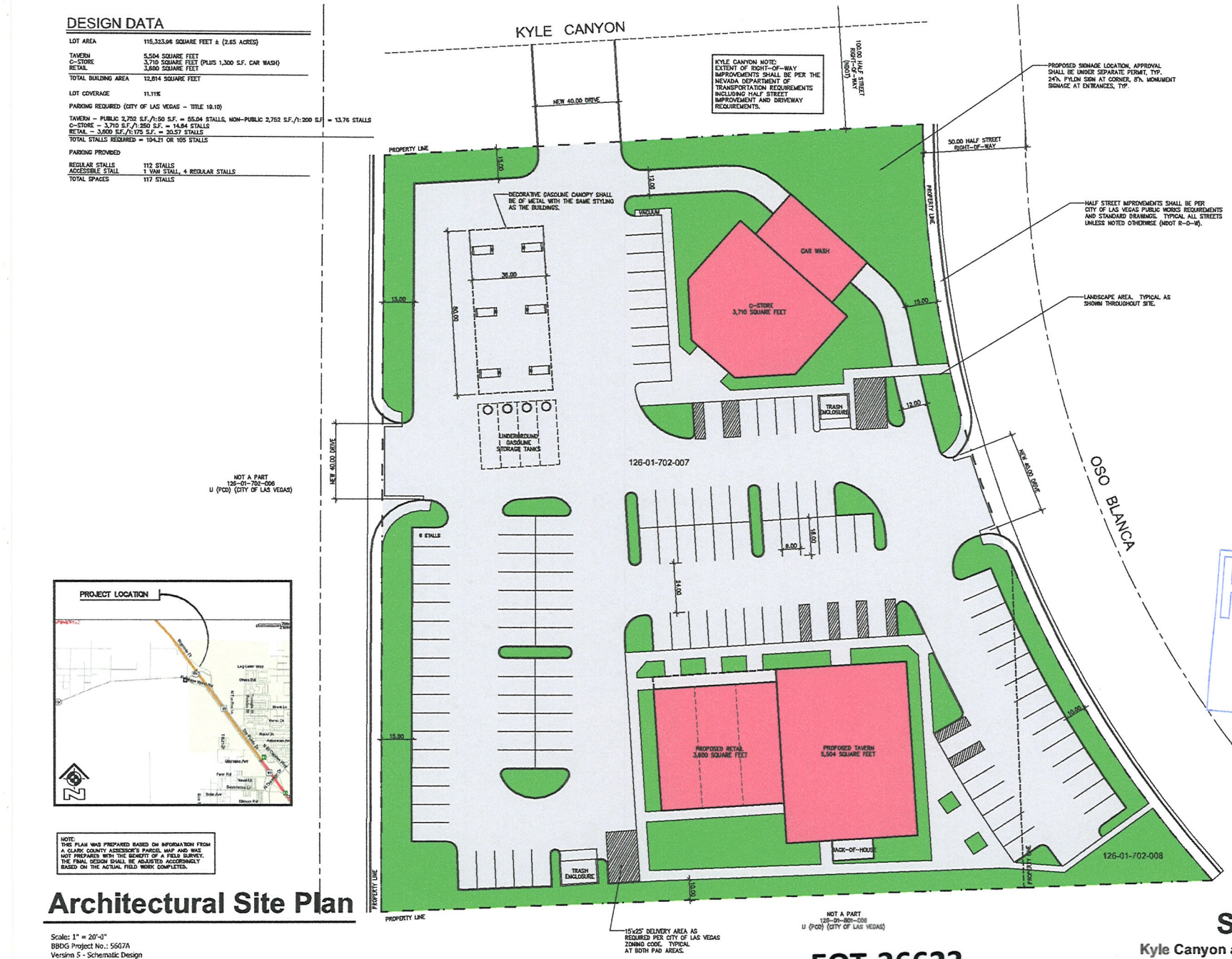
LOT AREA	115,323.96 SQUARE FEET ± (2.65 ACRES)
TAVERN	5,504 SQUARE FEET
C-STORE	3,710 SQUARE FEET (PLUS 1,300 S.F. CAR WASH)
RETAIL	3,800 SQUARE FEET
TOTAL BUILDING AREA	12,814 SQUARE FEET
LOT COVERAGE	11.11%

PARKING REQUIRED (CITY OF LAS VEGAS – TITLE 19.10)

TAVERN – PUBLIC 2,752 S.F./1:50 S.F. = 55.04 STALLS, NON-PUBLIC 2,752 S.F./1:200 S.F. = 13.76 STALLS
C-STORE – 3,710 S.F./1:250 S.F. = 14.84 STALLS
RETAIL – 3,800 S.F./1:175 S.F. = 20.57 STALLS
TOTAL STALLS REQUIRED = 104.21 OR 105 STALLS

PARKING PROVIDED

REGULAR STALLS	112 STALLS
ACCESSIBLE STALL	1 VAN STALL, 4 REGULAR STALLS
TOTAL SPACES	117 STALLS



NOTE:
THIS PLAN WAS PREPARED BASED ON INFORMATION FROM A CLARK COUNTY ASSESSOR'S PARCEL MAP AND WAS NOT PREPARED WITH THE BENEFIT OF A FIELD SURVEY. THE FINAL DESIGN SHALL BE ADJUSTED ACCORDINGLY BASED ON THE ACTUAL FIELD WORK COMPLETED.

Architectural Site Plan

Scale: 1" = 20'-0"
BBDG Project No.: 5607A
Version 5 - Schematic Design

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PLANNING & DEVELOPMENT

Land-Use Submittal Package
September 6, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

EOT-36623
12-16-09 CC

PLANNING & DEVELOPMENT

DESIGN DATA

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TAVERN	5,506 SQUARE FEET
C-STORE	3,710 SQUARE FEET (PLUS 1,300 S.F. CAR WASH)
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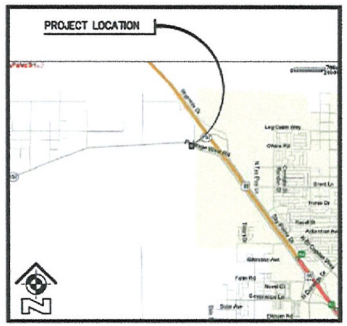

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Architectural Site Plan

Scale: 1" = 20'-0"
BBDG Project No.: 5607A
Version 5 - Schematic Design

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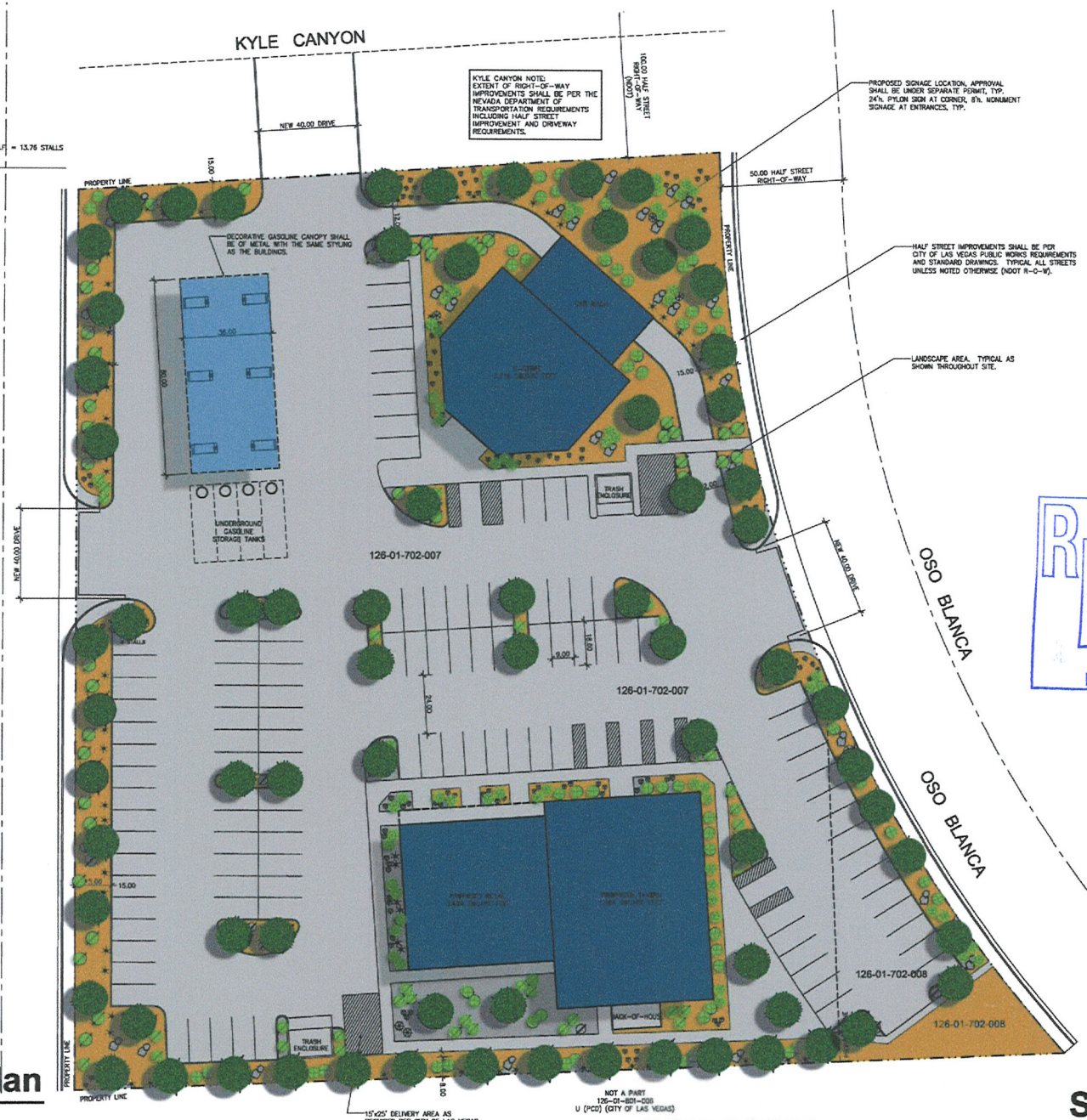

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Land-Use Submittal Package
September 6, 2007

Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

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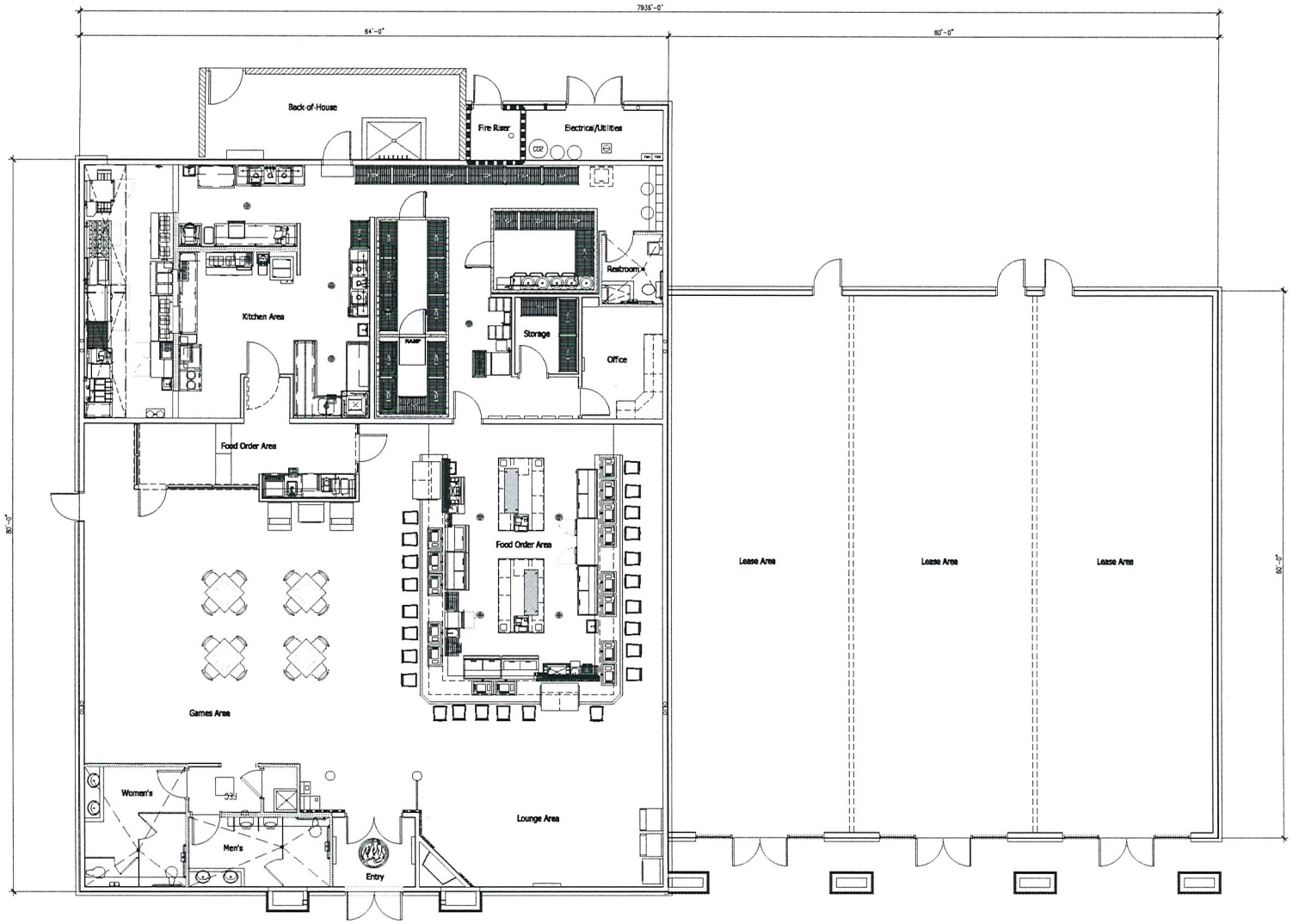

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Tavern/Retail Floor Plan

Land-Use Submittal Package
September 5, 2007

Scale: 3/16" = 1'-0"
BBDG Project No.: 5607A
Version 5

Sagebrush Cantina

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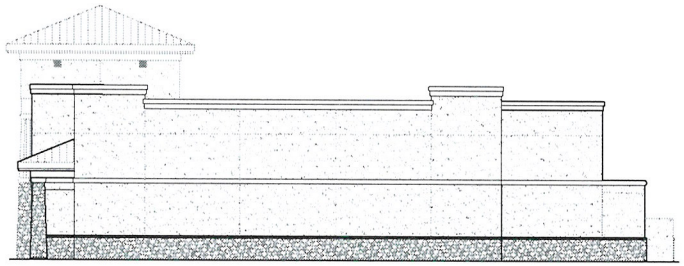

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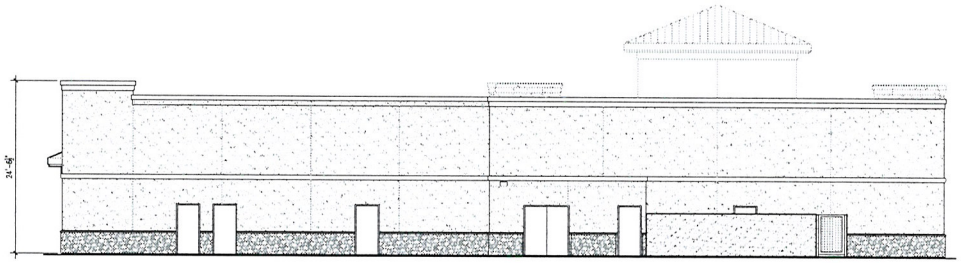
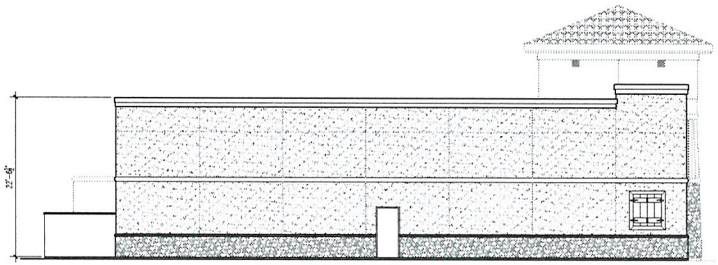


Rear Elevation (South)



Side Elevation (East)



Front Elevation (North)

Tavern/Retail Elevations

Land-Use Submittal Package
September 5, 2007

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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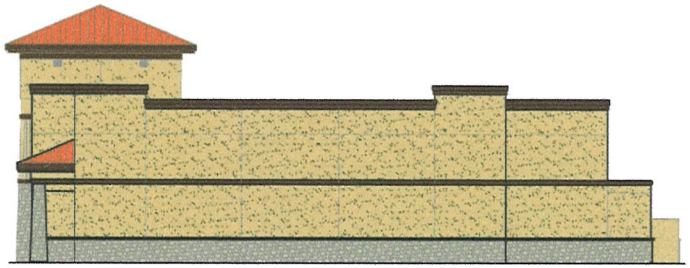

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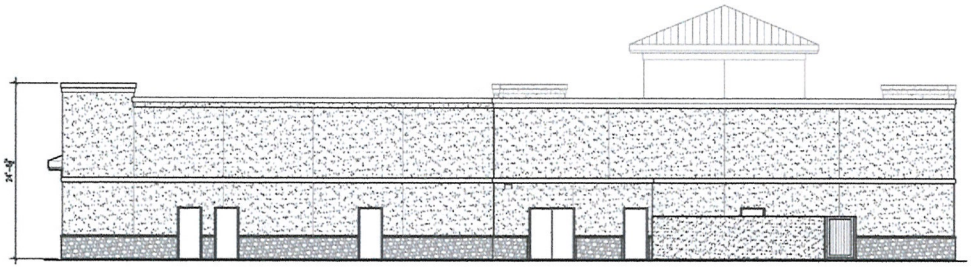
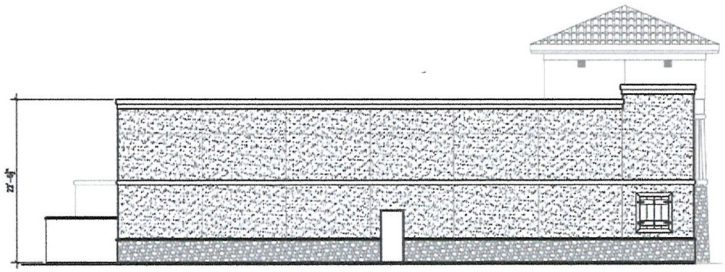
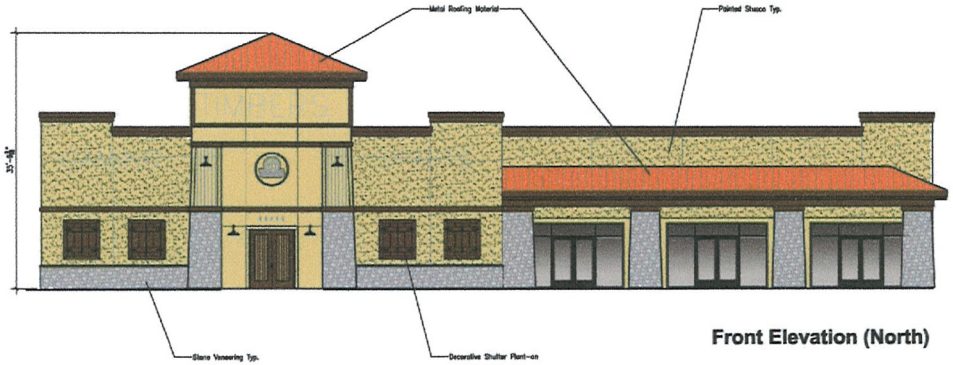


Rear Elevation (South)



Side Elevation (East)



Front Elevation (North)

Tavern/Retail Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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Land-Use Submittal Package
September 5, 2007

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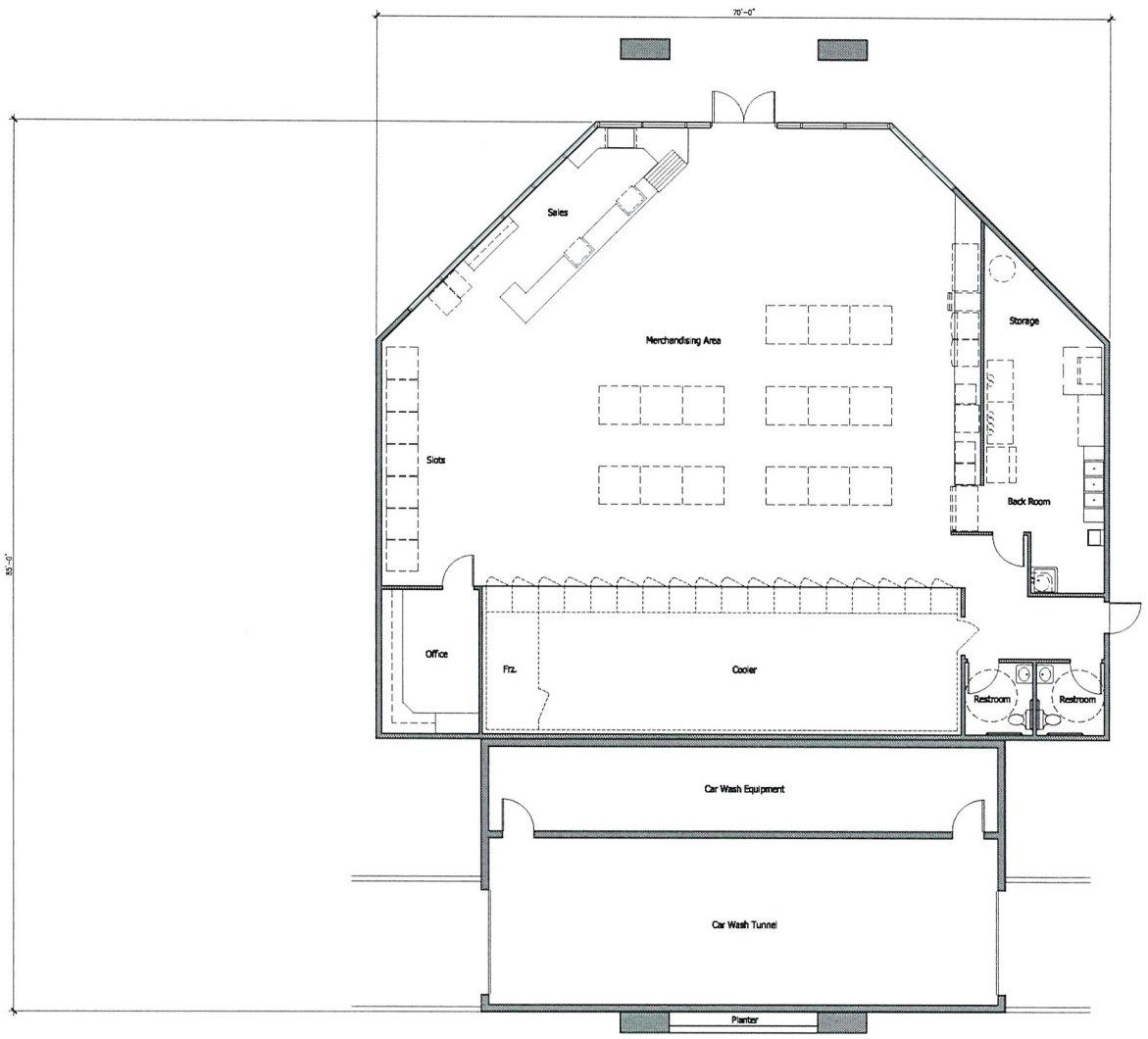
Kyle Canyon and Oso Blanco, Las Vegas, Nevada



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C-Store Floor Plan

Land-Use Submittal Package
September 5, 2007

Scale: 3/16" = 1'-0"
88DG Project No.: 5607A
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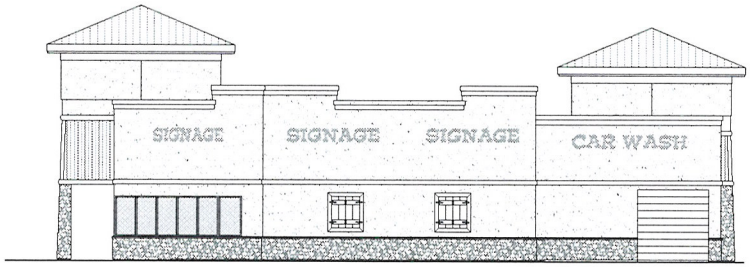
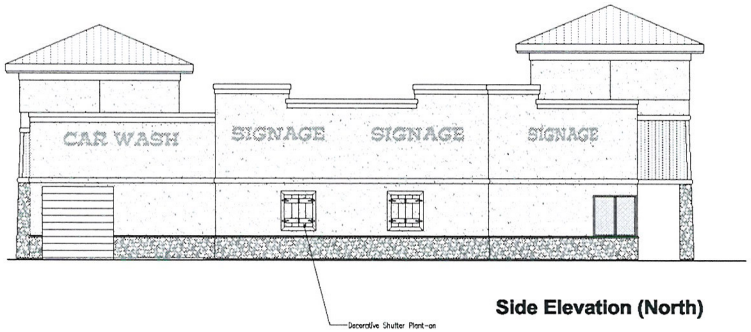


Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

C-Store Elevations

Scale: 1/8" = 1'-0"
BBDG Project No.: 5607A
Version 5

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Land-Use Submittal Package
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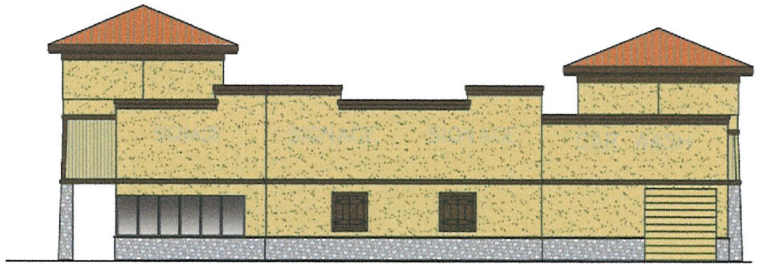
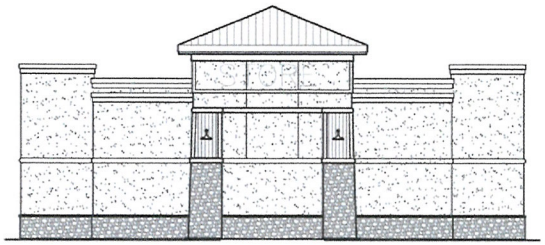
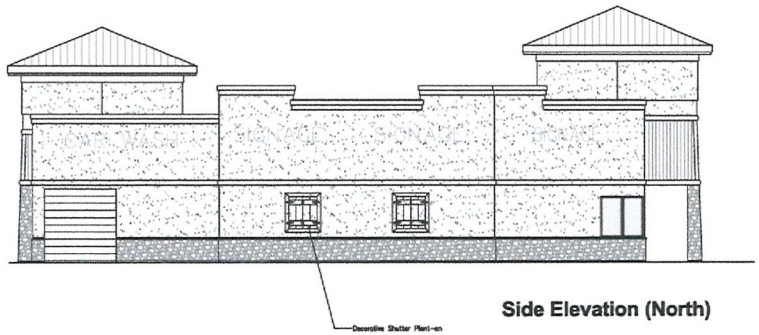


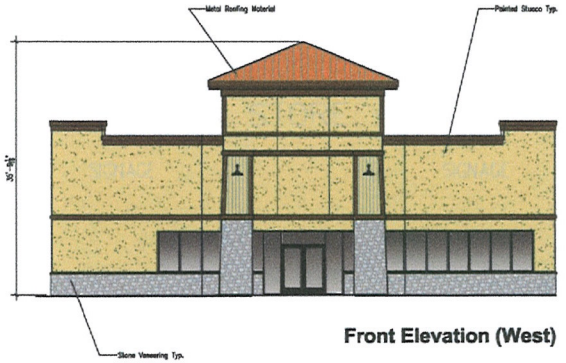
Side Elevation (South)



Rear Elevation (East)



Side Elevation (North)



Front Elevation (West)

C-Store Elevations

Land-Use Submittal Package
September 5, 2007

Scale: 1/8" = 1'-0"
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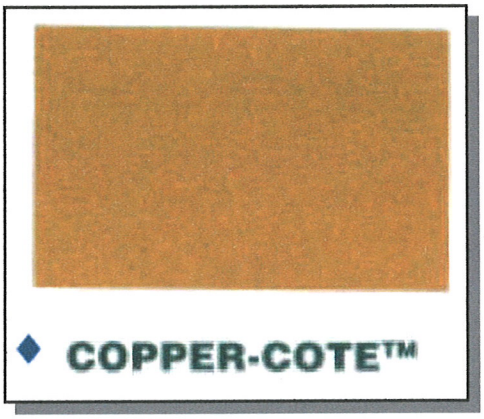
Sagebrush Cantina

Kyle Canyon and Oso Blanco, Las Vegas, Nevada

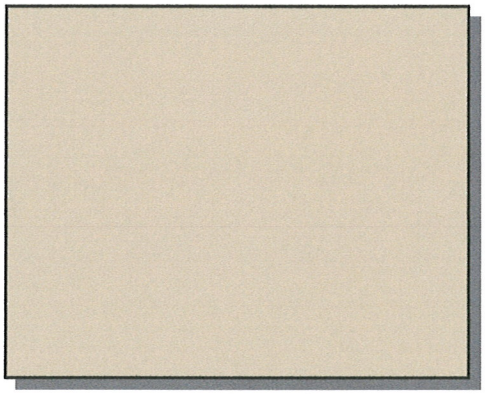
Color and Materials Board



Typical EIFS and Painted Trim Color, Bronze Storefront System



Typical Metal Roofing System - Berridge



Typical EIFS and Painted Field/Body Color



Typical Stone Veneering Material - Owens Corning, River Rock, Lake Shore

EOT-36623
12-16-09 CC

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PLANNING & DEVELOPMENT

Sagebrush Cantina

Kyle Canyon and Oso Blanca, Las Vegas, Nevada

Prepared by:

BRESLIN BUILDERS

November 5, 2009

Ms. Margo Wheeler, Director
City of Las Vegas Planning and Development Department
731 S. 4th Street
Las Vegas, NV. 89101

Re: Justification Letter for an Extension of Time
ZON-9662, SUP-9664, SUP-9665 & SDR-9666
Osa Blanca Road & Kyle Canyon, SWC, APN: 126-01-702-007

Dear Margo:

On behalf of our clients, C M Sagebrush 1-3082 LLC, please accept this letter and attached materials as a request for Extensions of Time on the above referenced applications for a Rezoning to C-1 (Limited Commercial); for a SUP to allow a Liquor Establishment; an SUP to allow a service station; and an SDR on the southwest corner of Osa Blanca Road & Kyle Canyon consisting of approximately 2.5 acres, APN 126-01-702-007.

Please note that City Council approved these items on November 7, 2007. This will be the first request for Extension of Time for these applications. We believe an extension is warranted for the following reasons:

1) The land use pattern for the surrounding area has not substantially changed since the original approval. Therefore, the proposal remains compatible.

2) The zoning and uses are in conformance with the General Plan by conformance with the Centennial Hills Sector Plan Service Commercial land use category.

3) This extension will provide the owner with needed additional time to find funding, a suitable buyer/developer and continue plans to develop the property.

4) The opportunity will allow time to complete the commercial center with attractive buildings and services for the area residential, business and commuters at an appropriate location consistent with plans.

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GCGARCIA

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PLANNING & DEVELOPMENT

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

5) Current economic conditions which are not unique to this project have prevented the applicant from moving forward. More specifically, we are in the worst credit crunch in memory; lending of money for construction is extremely difficult to impossible and getting worse in the short run, not better; tenants are difficult to secure. Unemployment rates, residential foreclosures, business foreclosures, office and industrial vacancies and the unemployment rate in the State of Nevada are among the highest in the nation. According to highly respected public and private sector financial analysts and managers, it could take years for the economy to return to some semblance of a normal business cycle.

6) The applicant is still fully intent on seeing the property developed as proposed and is not requesting any changes to the site plan or elevations.

7) The applicant agrees that all of the original conditions of approval remain acceptable.

We would appreciate your favorable consideration and would respectfully request approval of the Extensions of Time for three years until November 7, 2012. Please advise if you need any additional information or have any questions.

Sincerely,

Andrea Ale

for George Garcia,
President

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PLANNING & DEVELOPMENT

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

December 5, 2007

Mr. Randy Black, Jr.
Sagebrush Cantina, LLC
8080-A West Sahara Avenue
Las Vegas, Nevada 89117

RE: SDR-9666 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO ZON-9662, SUP-9664 AND SUP-9665

Dear Mr. Black:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,826 SQUARE-FOOT SERVICE STATION AND A PROPOSED 6,444 SQUARE-FOOT TAVERN AND WAIVERS OF BUILDING PLACEMENT AND FOUNDATION LANDSCAPING REQUIREMENTS on 2.48 acres at the southwest corner of Oso Blanca Road and Kyle Canyon Road (APN 126-01-702-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone]. NOTE: THIS DEVELOPMENT NOW CONSISTS OF A PROPOSED 3,710 SQUARE-FOOT SERVICE STATION WITHOUT INCIDENTAL AUTO REPAIR WITH AN ACCESSORY CAR WASH, A PROPOSED 5,504 SQUARE-FOOT TAVERN, AND A 3,600 SQUARE-FOOT RETAIL ELEMENT. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. A Rezoning (ZON-9662) to a C-1 (Limited Commercial) Zoning District, a Special Use Permit (SUP-9664) for a proposed Service Station, and a Special Use Permit (SUP-9665) for a proposed Liquor Establishment (Tavern) 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 and building elevations date stamped 10/09/07, except as amended by conditions herein.

4. Deleted at City Council.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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PLANNING & DEVELOPMENT

5. A Waiver from foundation landscaping requirements is hereby approved, to allow the foundation landscaping to be less than the required six foot minimum width.

6. 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.

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. The landscape plan shall include irrigation specifications.

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

10. 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.

11. 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.

12. 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.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. The applicant will be required to provide a transit service turn out at the southwest corner of Kyle Canyon Road and Oso Blanca Road along Kyle Canyon Road. This turn out may be designed as an exclusive right-turn lane per the drawing provided by the Regional Transportation Commission.

15. All City Code requirements and design standards of all City departments must be satisfied.

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PLANNING & DEVELOPMENT

Public Works

16. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. The proposed driveways accessing Kyle Canyon Road and Oso Blanca Road shall receive approval from the Nevada Department of Transportation.

17. Landscape and maintain all unimproved rights-of-way, if any, on Kyle Canyon Road and Oso Blanca Road adjacent to this site.

18. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Kyle Canyon Road and Oso Blanca Road public rights-of-way adjacent to this site prior to the issuance of any permits.

19. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-9662 and all other subsequent site-related actions.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

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PLANNING & DEVELOPMENT

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

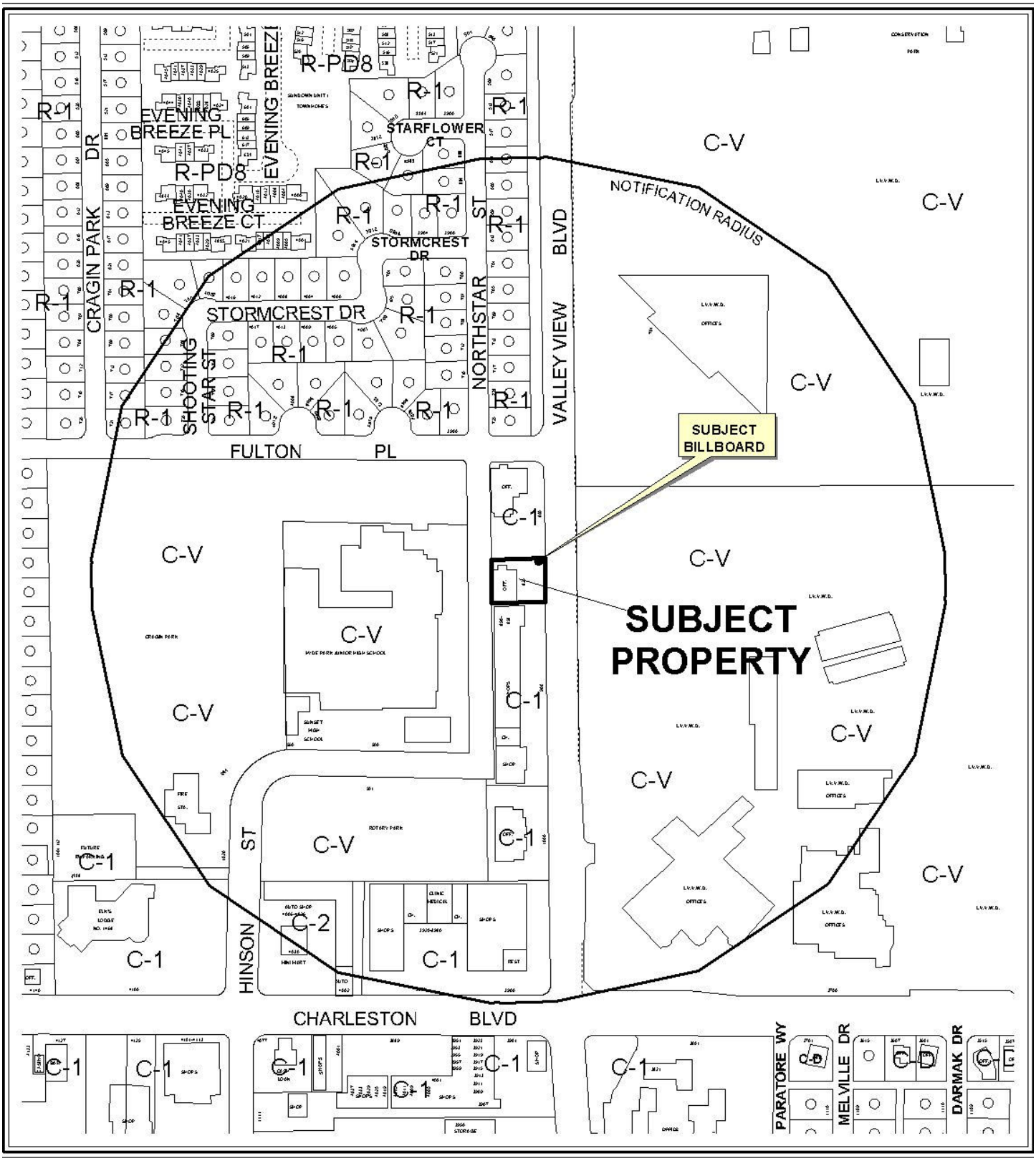
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-4521
5. Protest Postcards
6. Backup referenced from the July 23, 2009 Planning Commission Meeting Item 23



0 300 600 Feet

CASE: **RQR-34682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



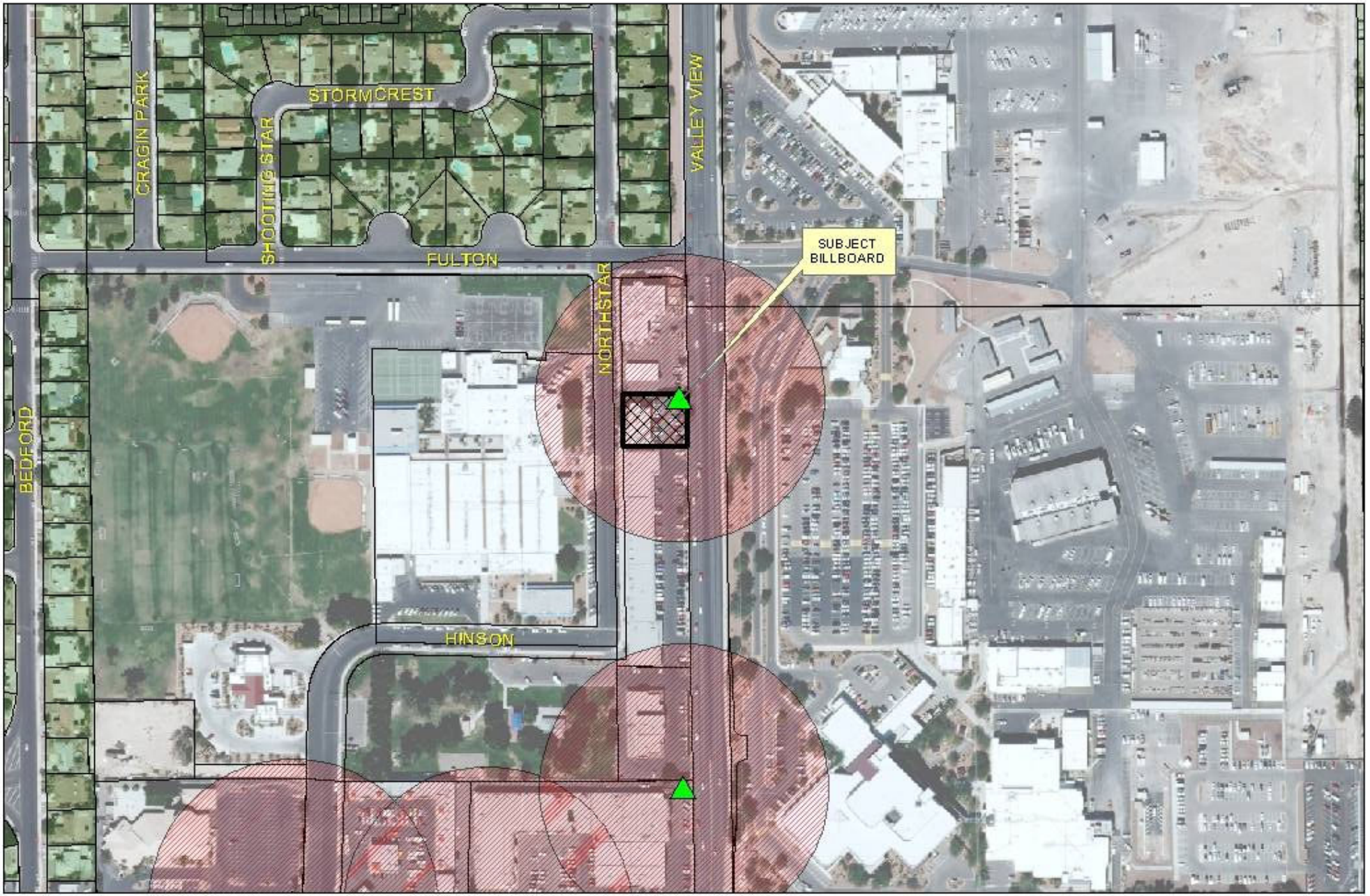
0 300 600 Feet

CASE: **RQR-34682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-34682

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 16, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP- 4521).

2. This Special Use Permit (SUP-4521) shall be placed on an agenda closest to August 18, 2012 at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (SUP-4521) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a single building for Office use, along with a previously approved Special Use Permit (SUP-4521) that allowed a 14-foot by 48-foot, 40-foot tall Off-Premise Sign to be located in the parking lot at 820 South Valley View Boulevard. The sign faces and supporting structure of the Off-Premise Sign are in good condition with no discrepancies noted. A research of the building permit activity found that permit #95884385 was issued for the installation of a billboard sign under the address of 820 South Valley View Boulevard, which received a final inspection on 12/26/95. There have been no recent changes in land use or new development in the surrounding area since the approval of the Special Use Permit (SUP-4521). If the application is denied, the Off-Premise sign will have to be removed. Staff recommends approval of this request with a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
01/18/95	The City Council approved a request for a Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Board of Zoning Adjustment recommended approval on 12/27/94.
02/16/00	The City Council approved a request for a Required Review [U-0296-94(1)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 01/13/00.
07/05/01	The City Council approved a request for a Required Review [U-0296-94(2)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 02/22/01.
07/25/02	The Planning Commission denied a request for the Required Review [U-0296-94(3)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard.
04/21/04	A Code Enforcement case (#13373) was processed for the removal of an Off-Premise Sign due to zoning violation. Code Enforcement closed the case on 06/29/04.
08/14/04	The City Council approved a request for Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign at 820 South Valley View Boulevard. The Planning Commission recommended approval on 07/22/04.

10/15/08	The City Council approved a request for a Review of Condition (ROC-29270) to delete Condition Number Five of a previously approved Special Use Permit (SUP-4521) that limited one advertising sign per face at 820 South Valley View Boulevard.
07/23/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #23/ds).
Related Building Permits/Business Licenses	
12/13/95	A building permit (#95884385) was issued for an Off-Premise Sign at 820 South Valley View Boulevard. The permit was finalized on 12/26/95.
Pre-Application Meeting	
A pre-application meeting was not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
06/18/09	Staff conducted a field inspection of the site with the following observations: • The subject billboard has no embellishment, animated signage, or electronic displays. • All structural elements have been properly screened. • The sign and supporting structure is in good condition and does not require repainting or bird deterrents.

Details of Application Request	
Site Area	
Gross Acres	.33

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
North	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
East	Las Vegas Water District Facilities	PF (Public Facilities)	C-V (Civic)
West	School	PF (Public Facilities)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Rancho Charleston Land Use Study	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standard	*Required/Allowed*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of way	Sign is not in public right-of way	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Sign is located in the C-1 (Limited Commercial) zoning district	Y
Area	No off-premise sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size. The sign does not have an embellishment.	Y
Height	No higher than 40 feet from grade t the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structure elements of the sign are adequately screened from public view	Y

Standard	Required/Allowed	Provided	Compliance
Off-Premise (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US-95)	The sign is approximately 770 feet from another Off-Premise Sign	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	Sign is approximately 330 feet from the nearest property line zoned for residential use.	Y
Other	All Off-Premise Signs (Billboards) shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The sign is secured to the ground on C-1 (Limited Commercial) zoned property.	Y

ANALYSIS

This is the first Required Review of an approved Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign located at 820 South Valley View Boulevard. The billboard had a previous Special Use Permit (U-0296-94) approved in January 1995. In July 2002, the Planning Commission denied a request for a Required Review for the billboard, thereby requiring the sign to be removed, which was never accomplished.

The applicant reapplied for a Special Use Permit (SUP-4521) for the Off-Premise Sign and received approval in August 2004. The sign complies with all Title 19.14.100 requirements. A building permit (95884385) was issued for the installation, which received a final inspection on 12/26/95. During a field inspection of the site, the sign and supporting structure were in good condition with no discrepancies noted.

FINDINGS

The Off-Premise Sign meets Title 19.14.100 requirements, and is in good condition. There have been no significant changes in land use or new development since the approval of the Special Use Permit (SUP-4521) in August 2004; therefore, staff recommends approval, subject to a three-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 34

SENATE DISTRICT 11

NOTICES MAILED 80 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-34682** APN: 139 31 801 002

Name of Property Owner: BRIGHT PATH, LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Paul Larsen

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Stephanie Cooper Herdman

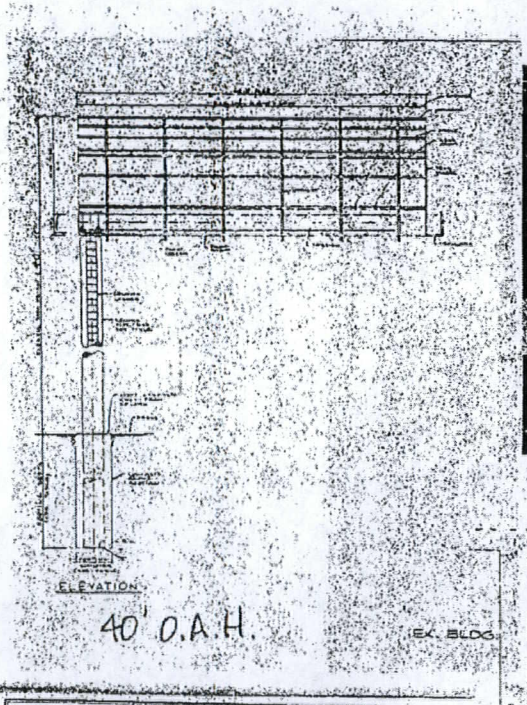
Subscribed and sworn before me

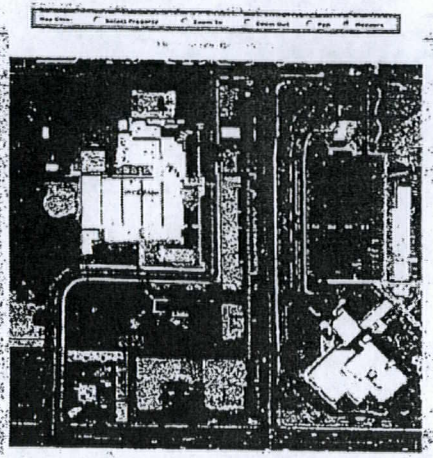
This 29th day of May, 2009

_____

Notary Public in and for said County and State

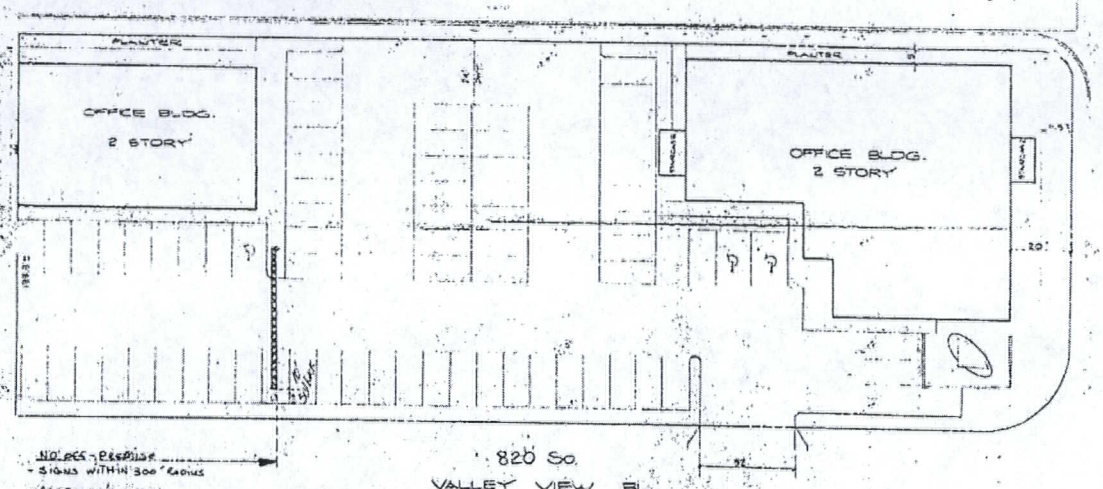
REGAN STOKES
Notary Public-State of Nevada
APPT. NO. 09-8971-1
My App. Expires December 09, 2012





798' FROM ANOTHER OFF PREMISE ADVERTISING SIGN (BILLBOARD). WHERE 300' IS CODE.

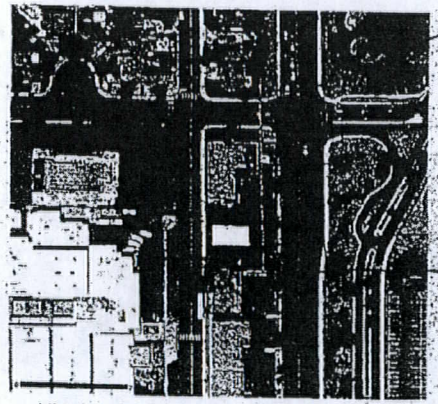
HINSON ST.



NO RES. PREMISE
- SIGNS WITHIN 300' RADIUS
- ASSESSOR'S PARCEL # 139-31-801-002
- NO RESIDENTIAL USE WITHIN 300' RADIUS
- LOCATION IS CONFORMING TO TITLE 19A CITY OF LAS VEGAS PLANNING & SIGN CODE

820' SO. VALLEY VIEW BL.

139-31-801-002



LOCATION

AERIAL PROVIDED BY COUNTY ASSESSOR'S WEB SIGHT
338' FROM RESIDENTIAL USE

PARKING SPACES AVAILABLE = 72

RECEIVED
JUN 01 2009

RQR-34682
07/23/09 PC

ELIMINATE PYLON SIGN
REVERSED NORTH ARROW
REVISIONS

CHANNEL 15
SITE PLAN

ALCA ENGINEERING & SURVEYING INC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

November 2, 2004

Ms. Stephanie Christensen
Bright Pathologists, Limited Liability Company
820 South Valley View Boulevard
Las Vegas, Nevada 89107

RE: SUP-4521 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 18, 2004

Dear Ms. Christensen:

The City Council at a regular meeting held August 18, 2004 APPROVED the request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2004. This approval is subject to:

Planning and Development

1. An aesthetic enhancement covering to be placed around the column of the billboard that may consist of a stucco feature or some other architectural feature that is compatible to the buildings on the property and to the area which is subject to the Planning and Development Department approval.

2. The Special Use Permit shall be reviewed in five (5) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise sign.

5. Only one advertising sign is permitted per sign face.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

RQR-34682
07/23/09 PC

6. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

7. All City Code requirements and design standards of all City Departments shall be satisfied.

Public Works

8. The off-premise advertising (billboard) sign shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Angela Ciolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

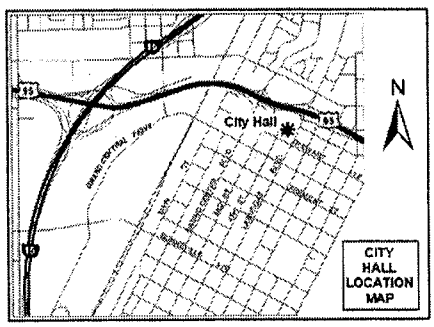
cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #300
Las Vegas, Nevada 89102

RQR-34682
07/23/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearin



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appropriate box below and return this card in an envelope w
Office Of The City Clerk at the address listed above or fa
card to (702) 382-4803. If you would like to conta
Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your co:

RQR-34682
City Council Meeting of 8/19/2009

Maggie Avalos
725 Northstar St
Las Vegas, NV 89107 ★

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2009 AUG 14 A 10:37

Submitted after final agenda
Date 8/14/09 Item 66
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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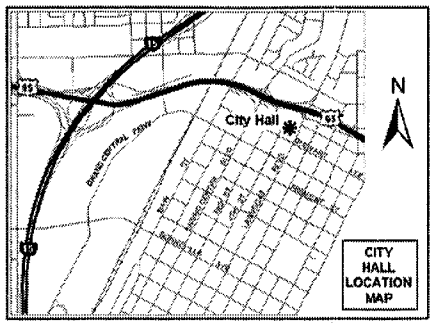

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-34682
City Council Meeting of 8/19/2009

HAFER MARK C
HEELAN ROBERTA J
P O BOX 27769
LAS VEGAS NV 89126-1769

APN#13931712040

Submitted after final agenda

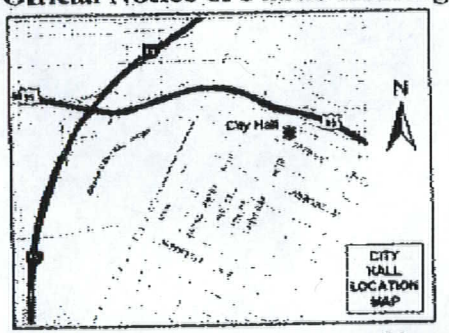
Date 8/19/09 Item 66 W-1

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-34682

Planning Commission Meeting of 7/23/2009

Case: RQR-34682

13931712004
HERRICK WILLIAM M
708 SHOOTING STAR ST
LAS VEGAS NV 89107-4356

EAUDP11 89107

231

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

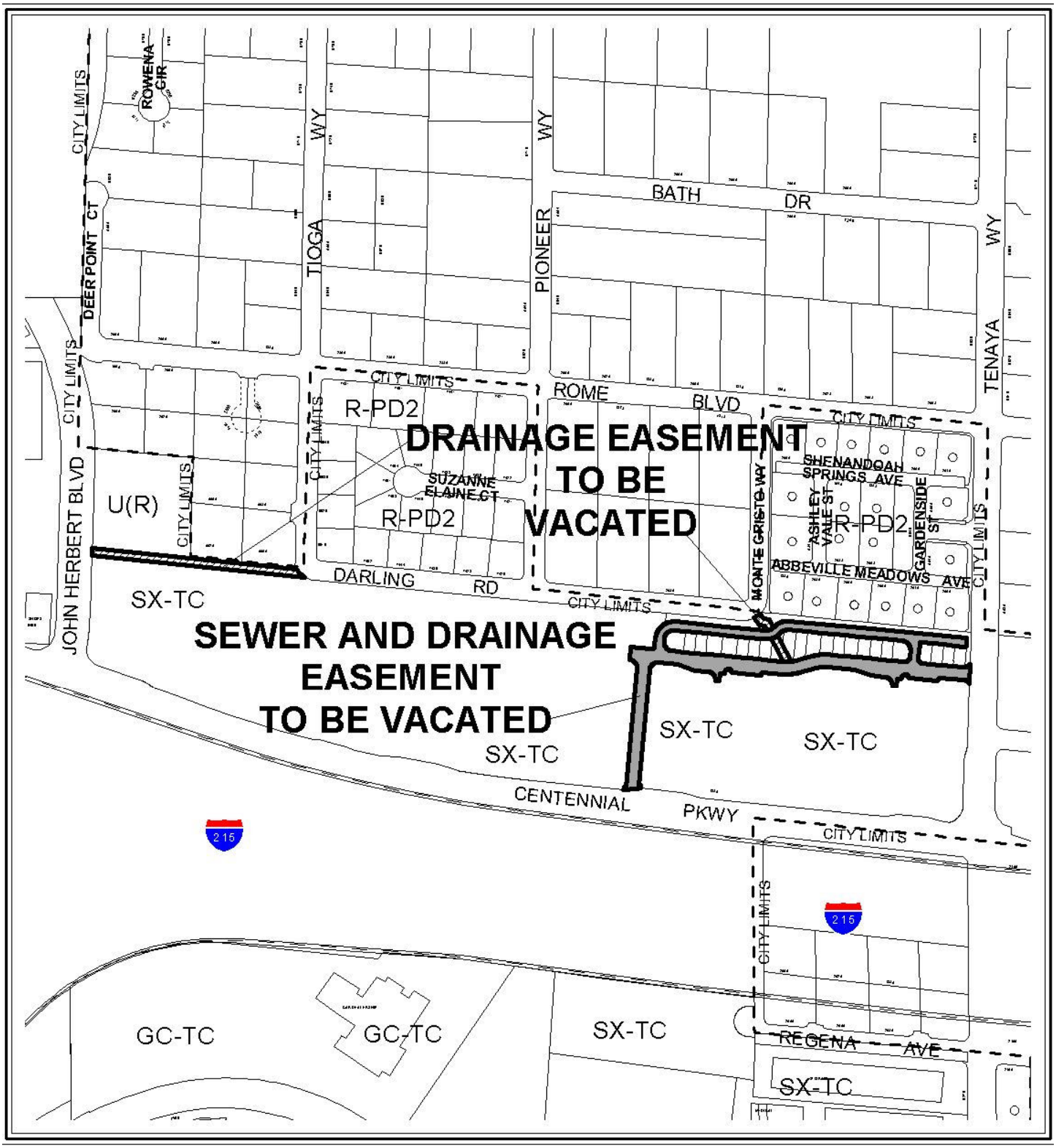
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-36135 – ABEYANCE ITEM - 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	**1**	**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. Protest Postcard
7. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 10



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CASE: **VAC-36135**

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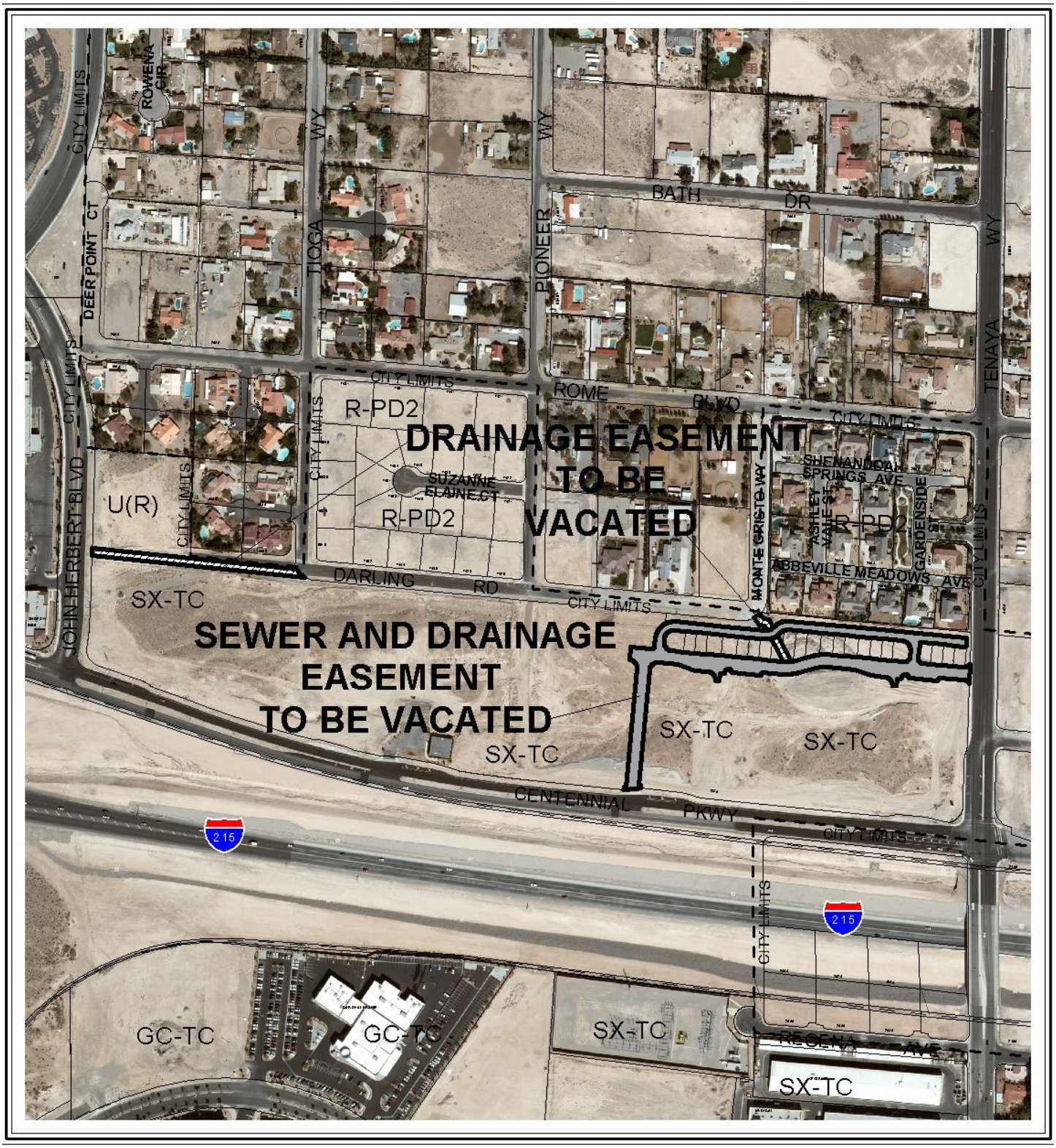

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CASE: **VAC-36135**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAC-36135 - APPLICANT: BLUE MARBLE DEVELOPMENT - OWNER: SHIRON DEVELOPMENT, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 2, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN ROSS.

** 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

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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

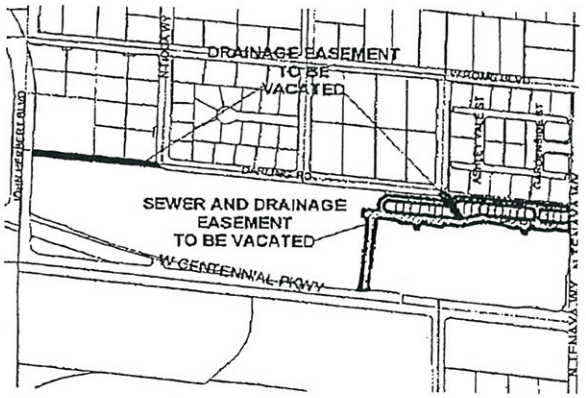
Consulting Engineers and Planners
4080 E. Lake Mead, Suite C-230, Las Vegas, NV 89115 • Phone (702) 405-1590 • Fax (702) 405-1594
4080 E. Lake Mead Blvd., Ste #C-230 Las Vegas, Nevada 89115 Phone: (702) 405-1590 Fax: (702) 405-1594

Application Information

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)

Hollins James L & Crystal
7219 ABBeville Meadows Ave
Las Vegas, NV
89131-3246

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

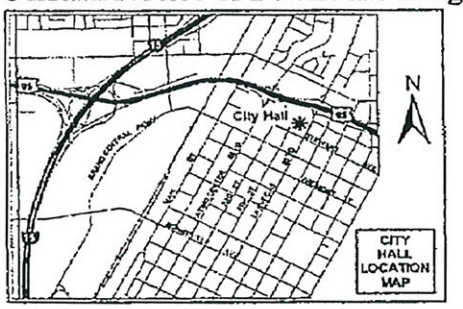
Meeting:	City Council
Date:	***December 2, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Nov 17 09 07:25p HOLLINS 7026583618 p.1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAC-36135
City Council Meeting of 12/02/2009

RECEIVED
CITY CLERK
2009 NOV 18 A 7:31

...ed after final agenda

11/25/09 #80

11/17/2009 TUE 19:21 [TX/RX NO 6728] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

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.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

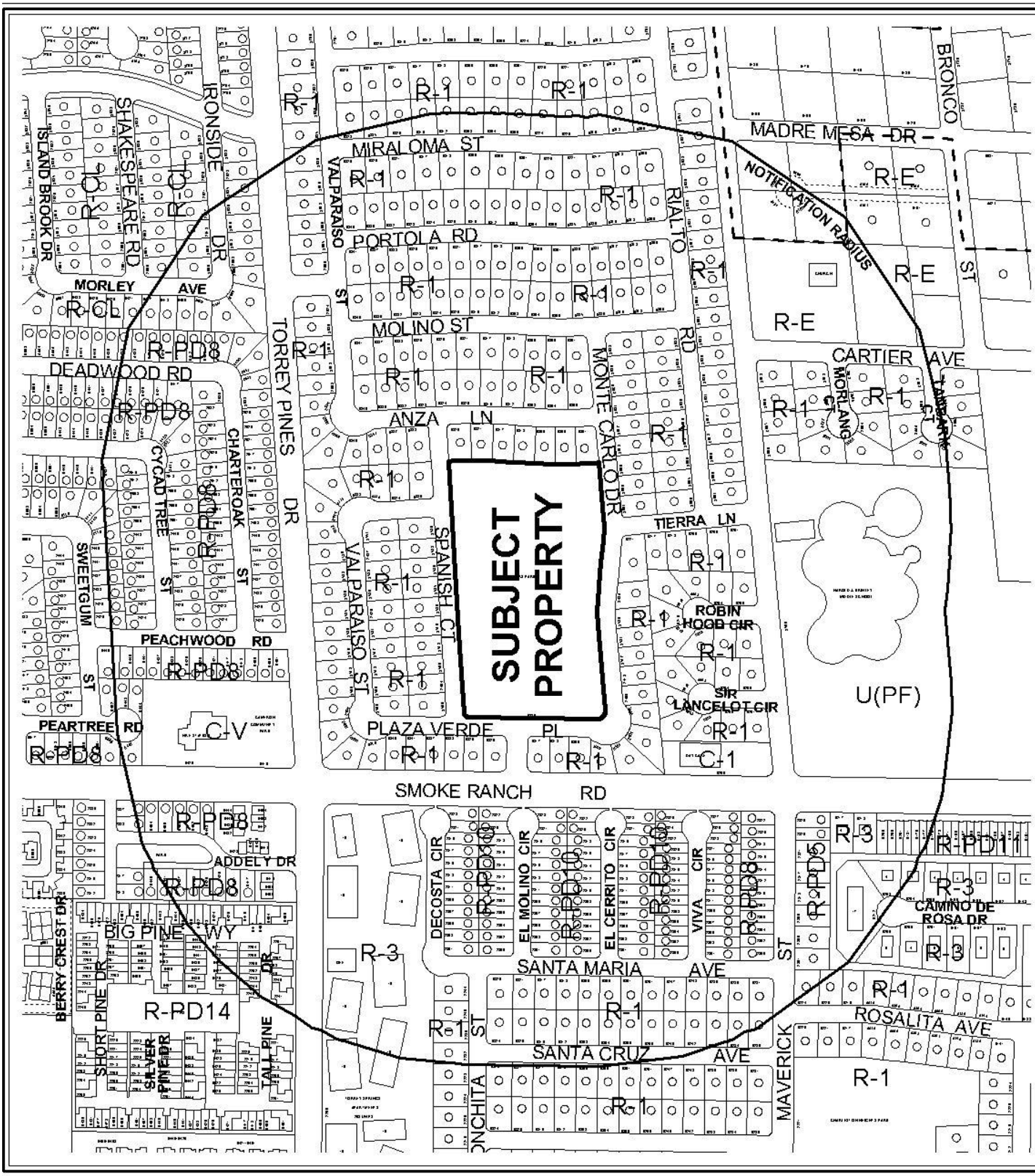
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-36094 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 7.08 acres at 6320 Plaza Verde Place (APN 138-14-811-101), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**2**
City Council Meeting	**3**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (6-0 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. Protest/Support Postcards
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 11

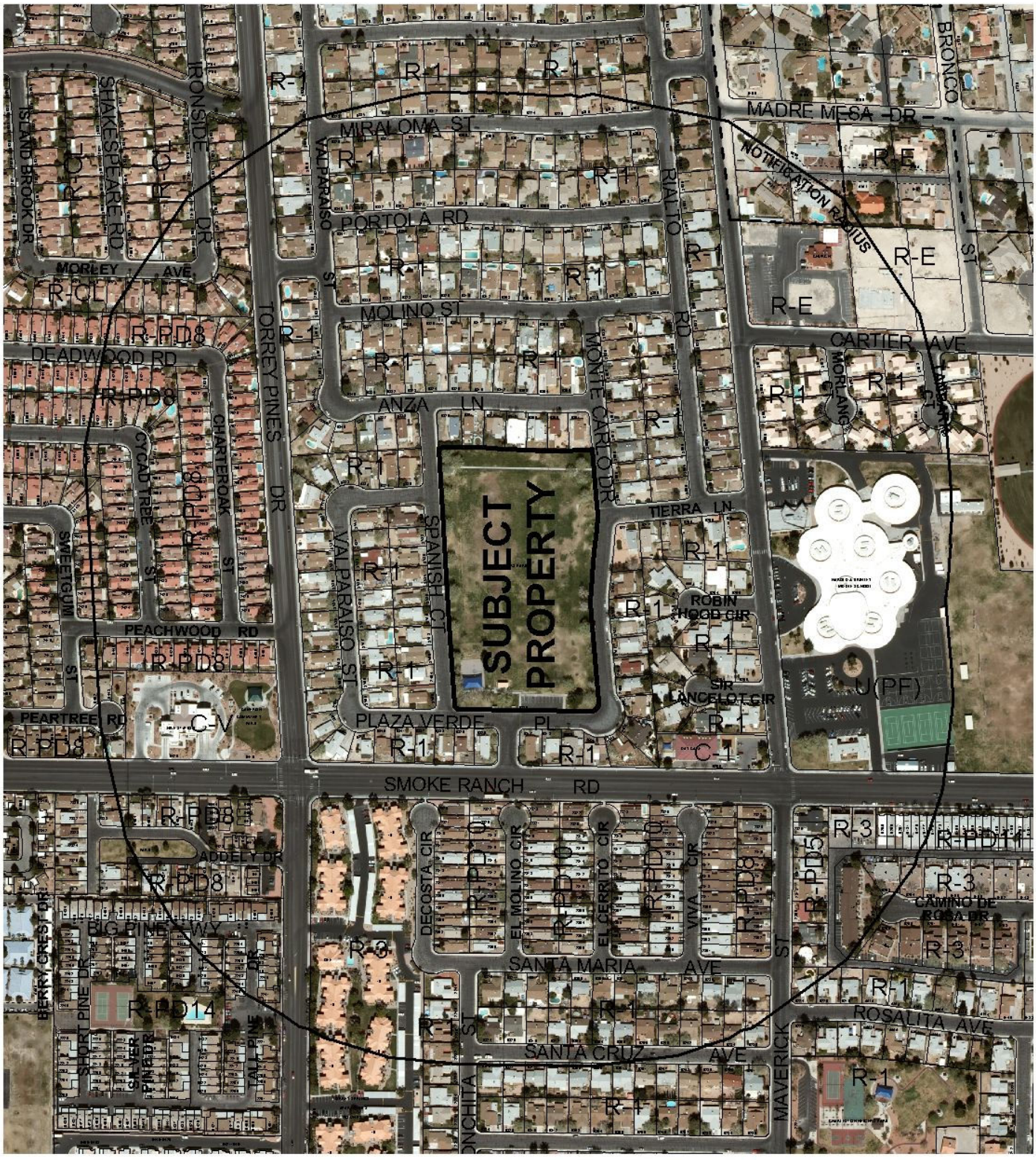


CASE: **ZON-36094**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



0 400 800 Feet

CASE: **ZON-36094**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-36094 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing City Park on a 7.08 acre lot at 6320 Plaza Verde Place. The applicant is proposing a Rezoning from R-1 (Single Family Residential) to C-V (Civic). The existing zoning of R-1 (Single Family Residential) 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.

ISSUES

- The proposed Rezoning will allow conformance with the current land use designation of PR-OS (Parks/Recreation/Open Space).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
03/05/71	The Board of Commissioners approved a reclassification of property (Z-0021-71) generally located on the northeast corner of Smoke Ranch Road and Torrey Pines Boulevard from R-E (Residential Estates) to R-1 (Single Family Residential). Planning Commission and staff recommended approval.
09/16/71	The park was transferred to City ownership by means of dedication on the recorded subdivision map for Torrey Pines Park Unit 1.
11/19/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #11/gk).
Related Building Permits/Business Licenses	
03/27/07	A building permit (#7001304) was issued for Shade Structures at 6320 Plaza Verde Place. This permit was completed on 11/15/07.
Pre-Application Meeting	
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.	
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	

Field Check	
10/15/09	Staff conducted a field inspection and noted a well maintained city park.

Details of Application Request	
Site Area	
Net Acres	7.08

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	City Park	PR-OS (Parks/Recreation/Open Space)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	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

This request would rezone the subject site from R-1 (Single Family Residential) 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) zoning district is consistent with the existing PR-OS (Parks/Recreation/Open Space) General Plan 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 proposed Rezoning of the subject site will allow conformance with the existing PR-OS (Parks/Recreation/Open Space) land use designation.

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 Plaza Verde Place, a 51-foot Local Street. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 615 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 6320 Plaza Verde Place

Project Name Existing CLV park **Proposed Use** No change

Assessor's Parcel #(s) 138-14-811-101 **Ward #** 5

General Plan: existing PR-OS proposed N/A **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 7.08 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City of Las Vegas **Contact** Andy Reed

Address 731 South 4TH Street **Phone:** 229.6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT M. Margo Wheeler, AICP **Contact** _____

Address 731 South 4TH Street **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name M. Margo Wheeler, AICP

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

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-36094
Meeting Date:	11-19-09
Total Fee:	N/A
Date Received:*	9-18-09
Received By:	A Reed

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-36094** APN: 138-14-811-101

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

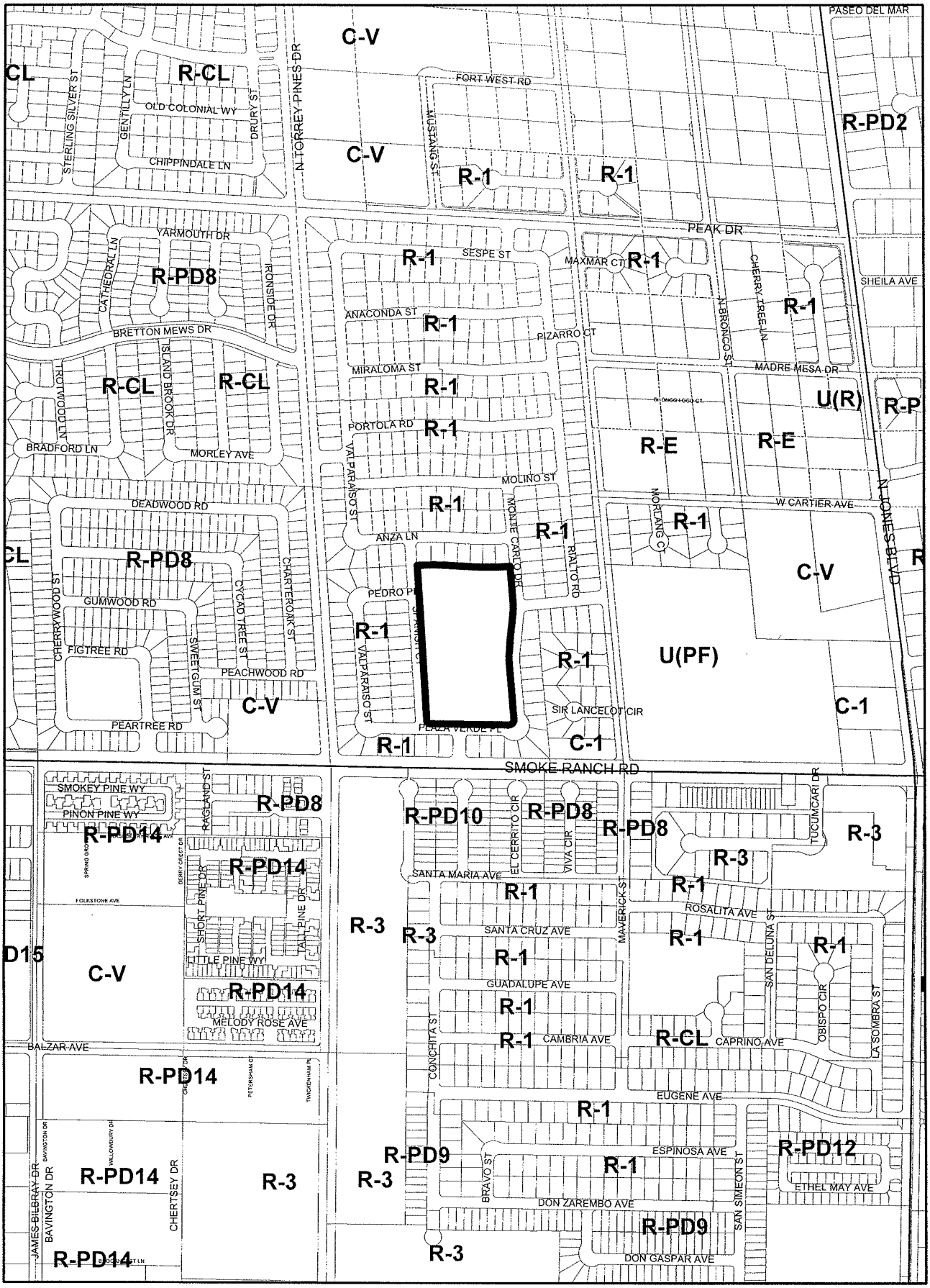
This 17th day of September, 2009

Teresa K Morrell

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59063-1 My Appointment Expires Sept. 14, 2011

REZONING



APN: 138-14-811-101

From R-1 to C-V

Data Current as of: September 21, 2009

ZON-36094

11/19/09 PC

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 Systems Planning & Development Dept 702-229-6301

PLANNING & DEVELOPMENT



ZON-36094 - APPLICANT/OWNER: CITY OF LAS VEGAS
6320 PLAZA VERDE PLACE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



ZON-36094 - APPLICANT/OWNER: CITY OF LAS VEGAS
6320 PLAZA VERDE PLACE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

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

October 21, 2009

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-36094
Assessors Parcel Number 138-14-811-101

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

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

CITY OF LAS VEGAS NEVADA

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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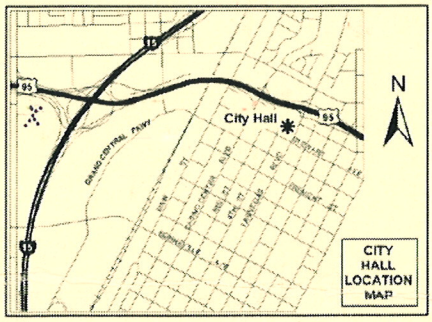

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
City Council Meeting of 12/16/2009

BRUNO GARY WILLIAM
6131 BRONCO LOCO CT
LAS VEGAS NV 89108-3881

APN#13814703006

JAVOS11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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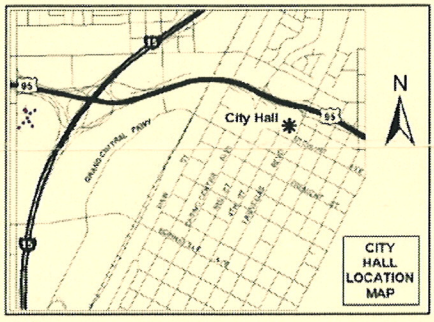

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
City Council Meeting of 12/16/2009

ELDRIDGE DONNA SUE
2425 VALPARAISO ST
LAS VEGAS NV 89108-3930

APN#13814811095

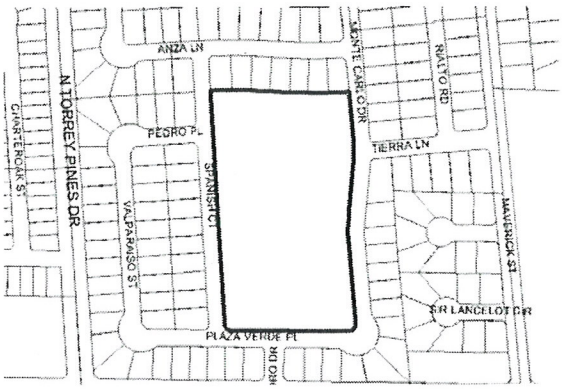
JAVOS11 89108

Application Information

ZON-36094 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 7.08 acres at 6320 Plaza Verde Place (APN 138-14-811-101), Ward 5 (Barlow)

NOT ENOUGH INFORMATION PROVIDED TO VOTE YES ON THIS PROPOSAL! WHAT KIND OF PROJECTS ARE POSSIBLE WITH C-V (CIVIC) ZONING? THE AVERAGE CITIZEN PROBABLY IS NOT SURE, NIETHER ARE WE SURE. DONIT ASSUME A STRONG KNOWLEDGE BASE ON ZONING

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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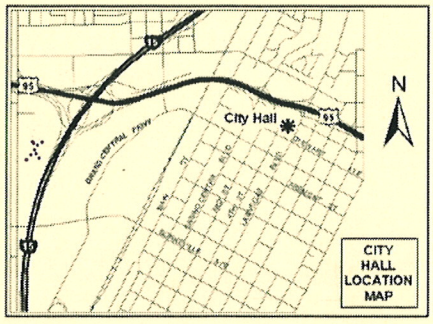

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
City Council Meeting of 12/16/2009

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YURASKO MICHAEL A & NAN T
P O BOX 27200
LAS VEGAS NV 89126-1200

APN#138144 13002

JAVDS11 89126

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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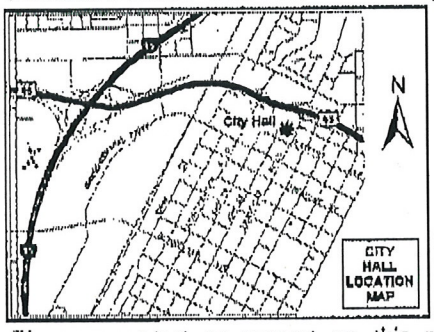

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
City Council Meeting of 12/16/2009

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%G TROMBLEY
%BLACKBIRD MANAGEMENT
3690 S EASTERN AVE #102
LAS VEGAS NV 89169-3376

APN#13814315030

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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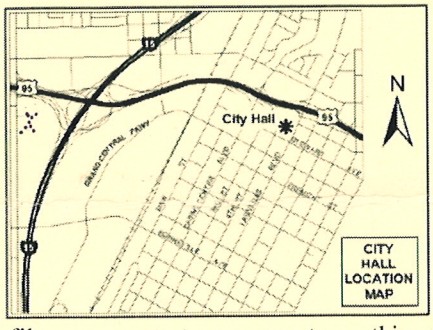

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
City Council Meeting of 12/16/2009

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BRUMBACK DEBRA DIANE THOMPSON
6304 SANTA CRUZ AVE
LAS VEGAS NV 89108-3319

APN#13823516026

JAVDS11 89108

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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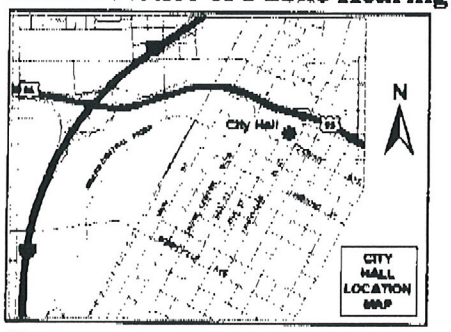

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094

Planning Commission Meeting of 11/19/2009

Case: ZON-36094
13814703006
BRUNO GARY WILLIAM
6131 BRONCO LOCO CT
LAS VEGAS NV 89108-3881

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NOV - 9 2009

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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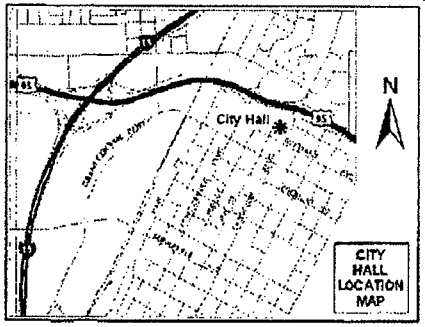

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
Planning Commission Meeting of 11/19/2009

Case: ZON-36094

13814810012
JONES FLORENE G
6340 ANZA LANE WY
LAS VEGAS NV 89108-3904

RECEIVED
NOV 12 2009

Submitted after final agenda
Date
Item 11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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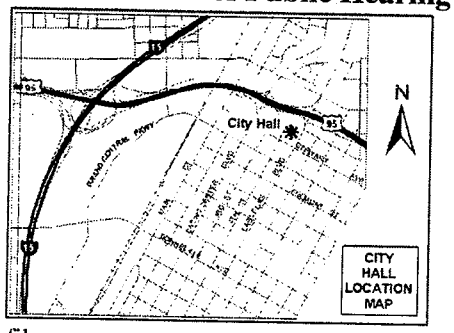

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094

Planning Commission Meeting of 11/19/2009

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NOV 12 2009

Case: ZON-36094

13814811095
ELDRIDGE DONNA SUE
2425 VALPARAISO ST
LAS VEGAS NV 89108-3930

Submitted after final agenda

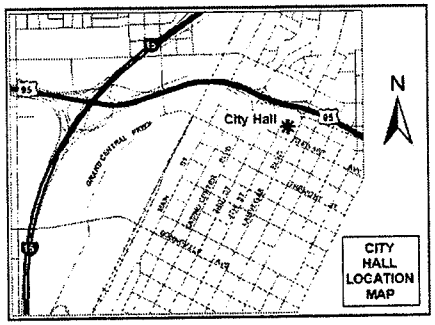
Date Item

IAVDE11 89109

dll

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094

Planning Commission Meeting of 11/19/2009

PRESORTED FIRST CLASS

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Case: ZON-36094
13814811094
KELLER CHARLES D & STEPHANIE B
2429 VALPARAISO ST
LAS VEGAS NV 89108-3930

Submitted after final agenda
Date Item

IAVDS11 89108

11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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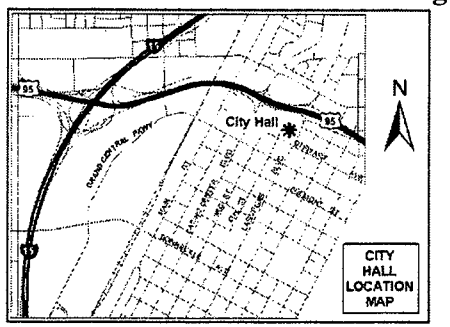

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ZON-36094

Planning Commission Meeting of 11/19/2009

Case: ZON-36094
13814712026
MUHL DAVID J & KATHERINE L
6221 PORTOLA RD
LAS VEGAS NV 89108-3942

Submitted after final agenda
Date
Item 11p

IAUDE11 89109

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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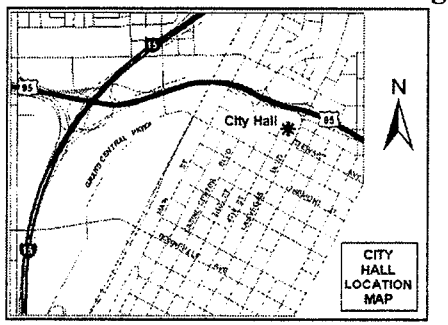

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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36094
Planning Commission Meeting of 11/19/2009

Case: ZON-36094
13814703006
BRUNO GARY WILLIAM
6131 BRONCO LOCO CT
LAS VEGAS NV 89108-3881

Submitted after final agenda
Date
Item II P

IAVDS11 89108

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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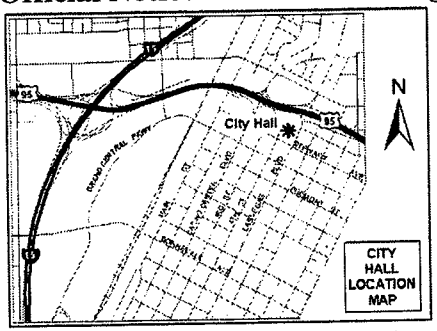

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ZON-36094
Planning Commission Meeting of 11/19/2009

Case: ZON-36094
13814811015
PROCK ELIZABETH
2444 VALPARAISO ST
LAS VEGAS NV 89108-3931

Submitted after final agenda
Date
Item 114

1AV0511 89108

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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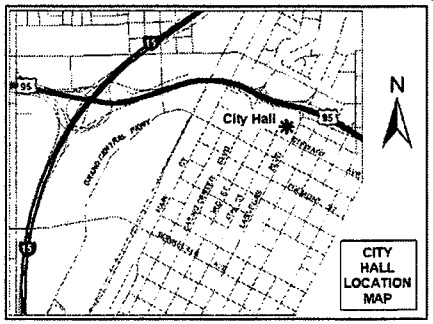

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NOV 17 2009

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Please use available blank space on card for your comments.

ZON-36094
Planning Commission Meeting of 11/19/2009

Case: ZON-36094
13823510043
LEMBROWN FAMILY TRUST
2312 EL CERRITO CIR
LAS VEGAS NV 89108-3342

Submitted after final agenda
Date
Item 14

IAVOS11 89109

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

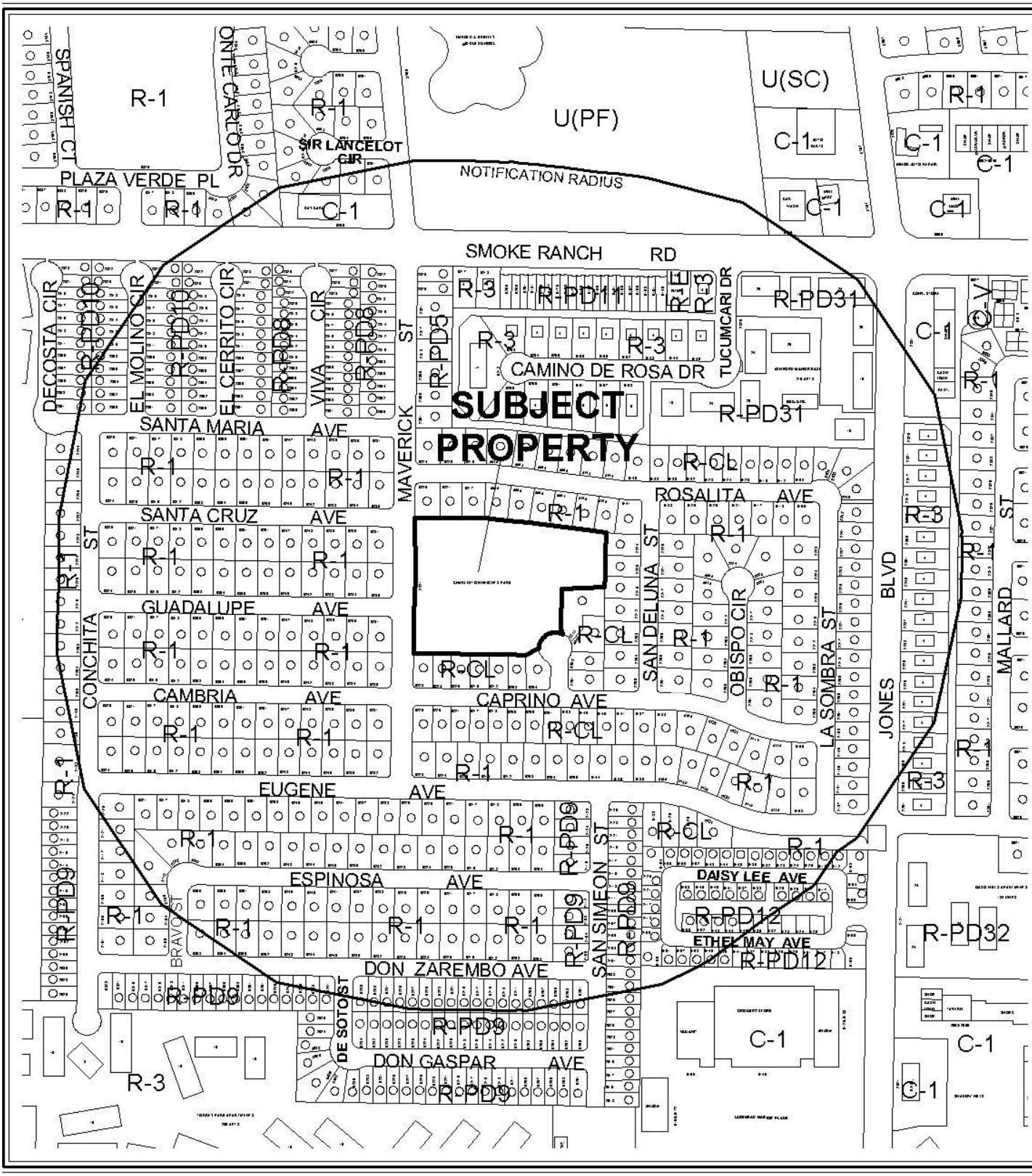
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-36095 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 3.92 acres at 2221 Maverick Street (APN 138-23-516-045), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (6-0 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. Protest/Support Postcards
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 12



CASE: **ZON-36095**

RADIUS: 1000

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



0 400 800 Feet

CASE: **ZON-36095**

RADIUS: 1000

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-36095 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing City Park on a 3.92 acre lot at 2221 Maverick Street. The applicant is proposing a Rezoning from R-1 (Single Family Residential) to C-V (Civic). The existing zoning of R-1 (Single Family Residential) 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.

ISSUES

- The proposed Rezoning will allow conformance with the current land use designation of PR-OS (Parks/Recreation/Open Space).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
12/03/75	City Council approved a rezoning (Z-0049-75) from R-E (Residential Estates) to R-1 (Single Family Residential) on property generally bounded by Jones Boulevard on the east, Smoke Ranch Road on the north, Lake Mead Boulevard on the south, and Torrey Pines Drive on the west. Planning Commission and staff recommended approval.
03/02/76	The park was transferred to City ownership by means of dedication on the recorded subdivision map for Charleston Heights Tract 51B.
11/19/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #12/gk).
Related Building Permits/Business Licenses	
06/27/96	A building permit was issued (96012934) for six shade structures. The permit was completed on 07/16/96.
05/14/07	A building permit was issued (7001574) for one shade structure. The permit was completed on 12/04/07.
Pre-Application Meeting	
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.	
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	

Field Check	
10/15/09	Staff conducted a field inspection and noted a well maintained city park.

Details of Application Request	
Site Area	
Net Acres	3.92

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	City Park	PR-OS (Parks/Recreation/Open Space)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
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

This request would rezone the subject site from R-1 (Single Family Residential) to C-V (Civic) and 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) zoning district is consistent with the existing PR-OS (Parks/Recreation/Open Space) General Plan 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 proposed Rezoning of the subject site will allow conformance with the existing PR-OS (Parks/Recreation/Open Space) land use designation.

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 Maverick Street, a 60-foot Collector Street. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 542 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 2221 Maverick St.

Project Name Existing CLV park **Proposed Use** No change

Assessor's Parcel #(s) 138-23-516-045 **Ward #** 5

General Plan: existing PR-OS proposed N/A **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 3.92 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City of Las Vegas **Contact** Andy Reed

Address 731 South 4TH Street **Phone:** 229.6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT M. Margo Wheeler, AICP **Contact** _____

Address 731 South 4TH Street **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name M. Margo Wheeler, AICP

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

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-36095
Meeting Date:	11-19-09
Total Fee:	N/A
Date Received:*	9-18-09
Received By:	A Reed

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-36095** APN: 138-23-516-045

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

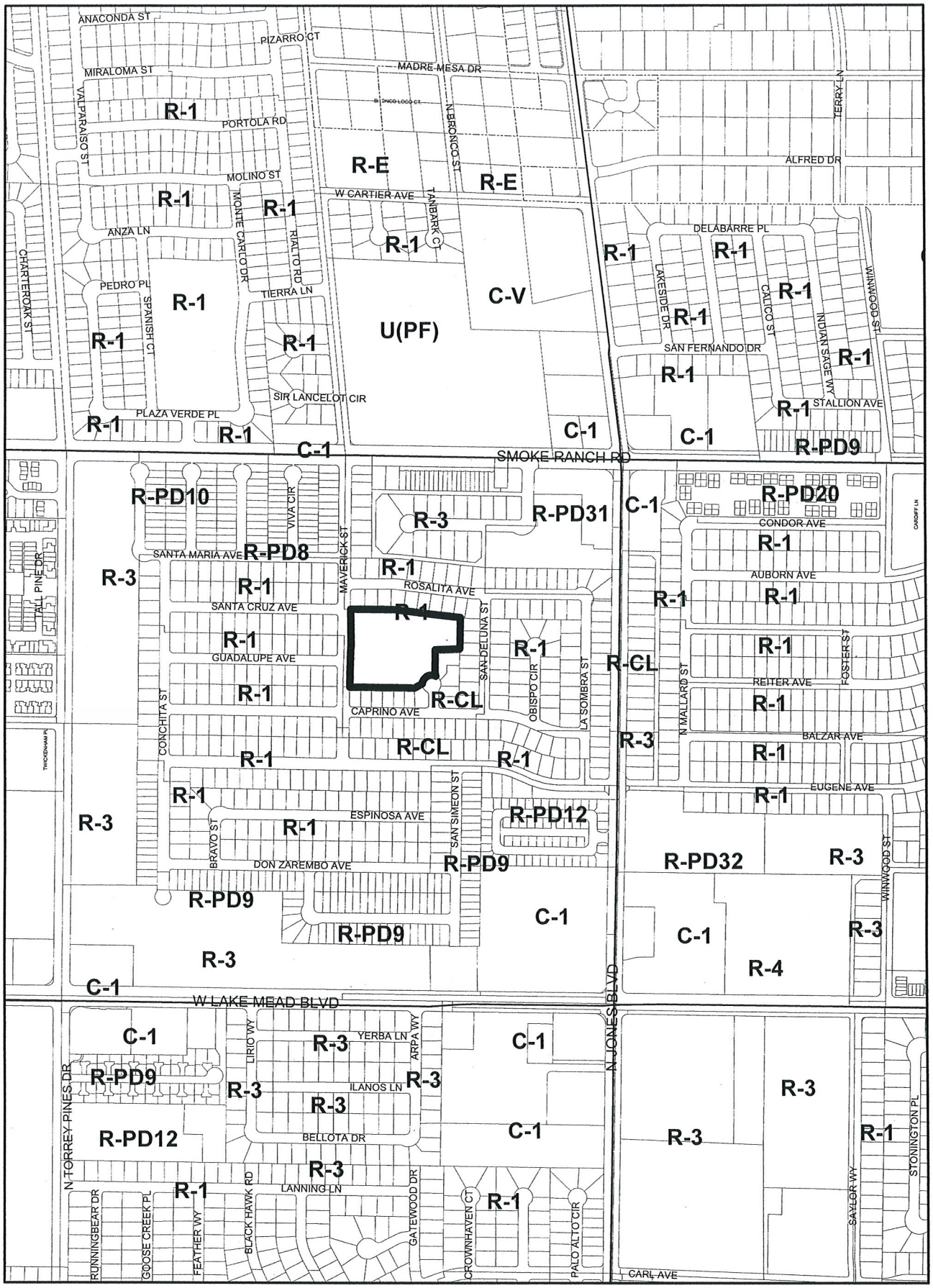
This 17th day of September, 2009

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-36095
11/19/09 PC

APN: 138-23-516-045
From R-1 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

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SEP 23 2009



ZON-36095 - APPLICANT/OWNER: CITY OF LAS VEGAS
2221 MAVERICK STREET
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

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

October 21, 2009

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-36095
Assessors Parcel Number 138-23-516-045

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

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

Dec. 01

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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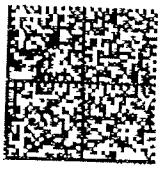

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FAX NO. : 8582701445

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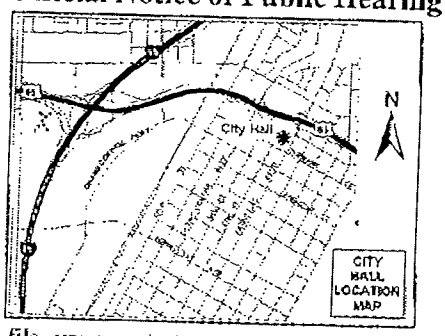

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36095

City Council Meeting of 12/16/2009

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SCHMIDT FAMILY 2000 REV TR
SCHMIDT ROBERT A & TREVA CO-TRS
P O BOX 26956
LAS VEGAS NV 89126-0956

APN#13823519050

JAN0511 59126

FROM : -1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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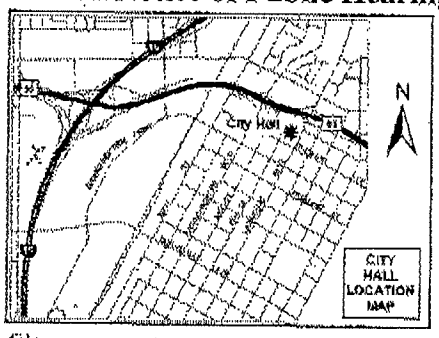

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ZON-36095

City Council Meeting of 12/16/2009

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KNOTT BRIAN
2209 LATITUDES CT
LAS VEGAS NV 89108-3857

APN#13823520021

JAVDS11 89108

12/07/2009 MON 11:29 [TX/RX NO 6891] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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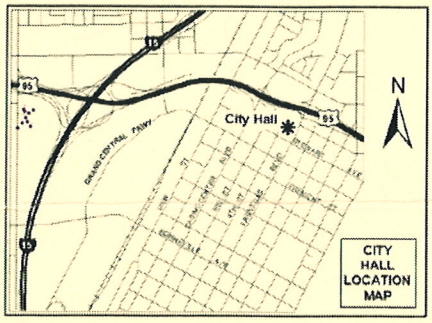

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ZON-36095

City Council Meeting of 12/16/2009

BRUMBACK DEBRA DIANE THOMPSON
6304 SANTA CRUZ AVE
LAS VEGAS NV 89108-3319

APN#13823516026

JAVOS11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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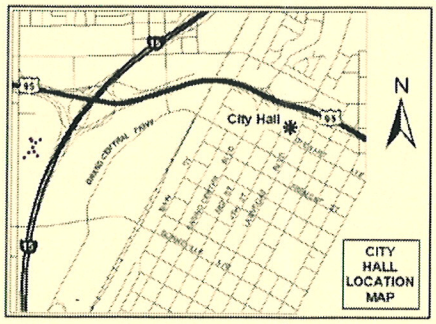

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ZON-36095

City Council Meeting of 12/16/2009

ODDI FAMILY LIVING REVOCABLE TR
%A & E ODDI
8104 BRONZEWOOD AVE
LAS VEGAS NV 89149-4665

APN#13823610041

JAVOS11 89149

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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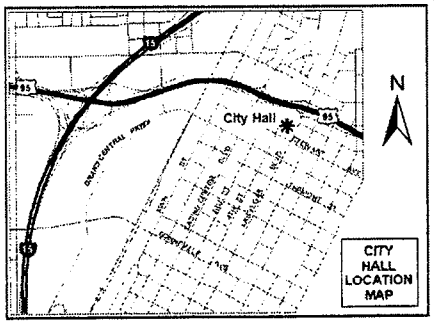

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36095

Planning Commission Meeting of 11/19/2009

Case: ZON-36095

13823519036
GRENIER MICHAEL A & LAURA
6320 CAMBRIA AVE
LAS VEGAS NV 89108-3302

Submitted after final agenda
Date
Item 124

I4VDE11 89108

City of Las Vegas
Planning & 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 NOV 05 2009
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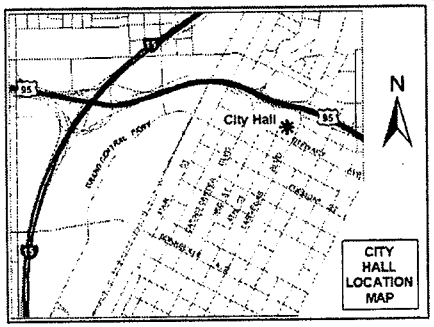

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-36095

Planning Commission Meeting of 11/19/2009

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NOV 17 2009

Case: ZON-36095
13823510043
LEMBROWN FAMILY TRUST
2312 EL CERRITO CIR
LAS VEGAS NV 89108-3342

Submitted after final agenda
Date
Item 124

IAVD511 89108

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

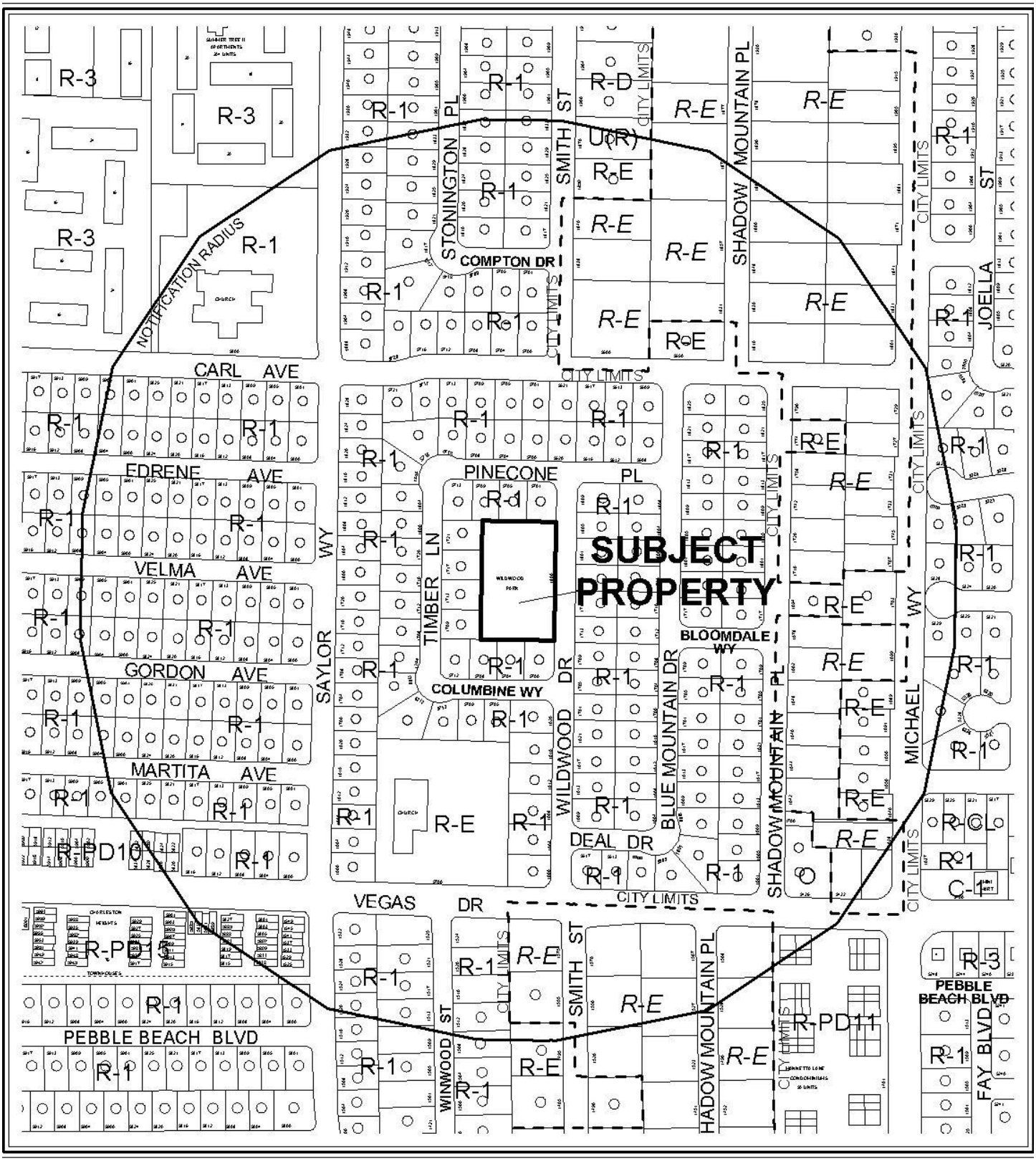
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-36096 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 1.25 acres at 1800 Wildwood Drive (APN 138-24-413-001), Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 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. Protest Postcards
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 13

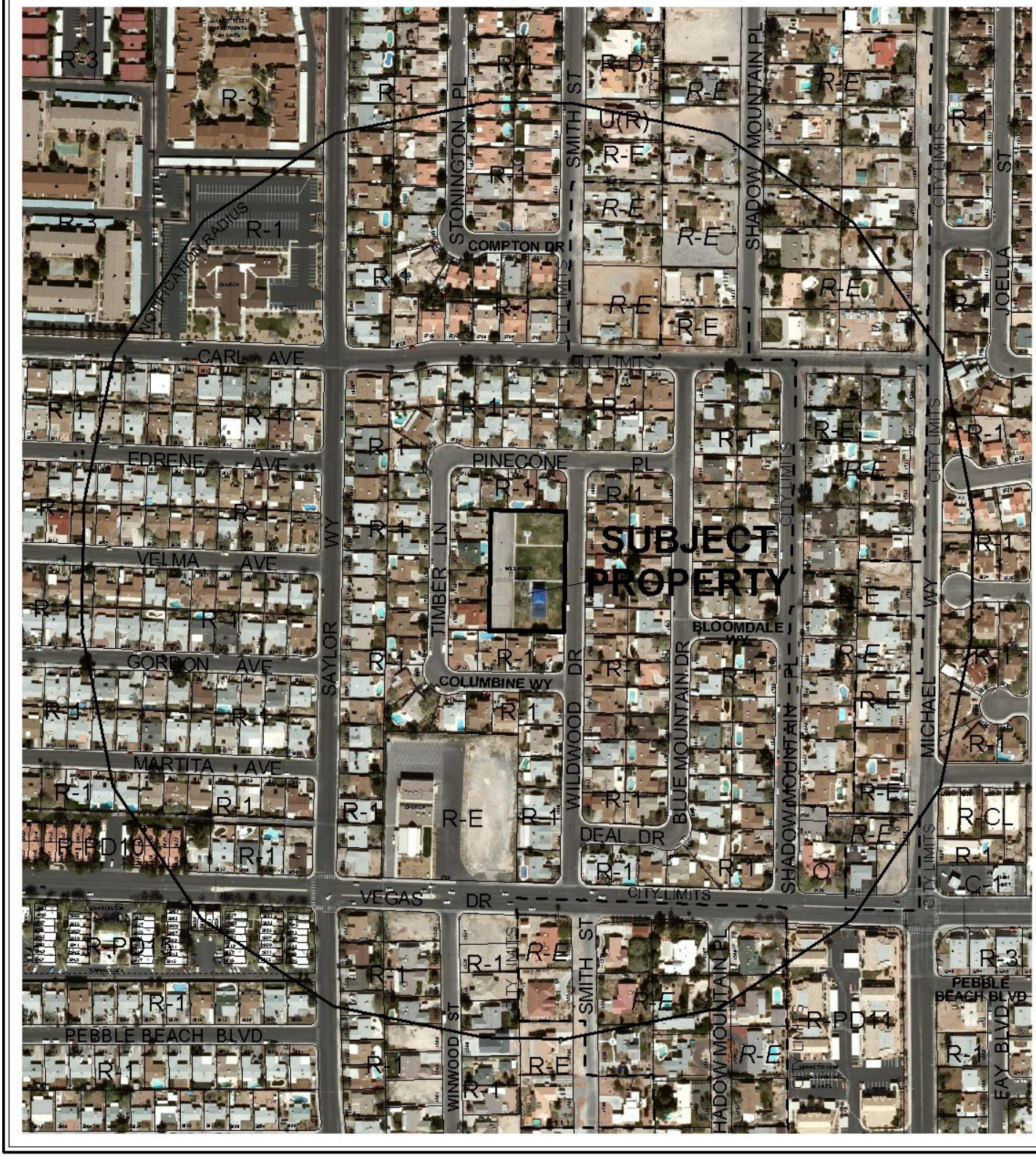


CASE: **ZON-36096**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



CASE: **ZON-36096**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-36096 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing City Park on a 1.25 acre lot at 1800 Wildwood Drive. The applicant is proposing a Rezoning from R-1 (Single Family Residential) to C-V (Civic). The existing zoning of R-1 (Single Family Residential) 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.

ISSUES

- The proposed Rezoning will allow conformance with the current land use designation of PR-OS (Parks/Recreation/Open Space).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
09/26/62	The Board of Commissioners approved an Annexation (A-0013-62) of property generally located north of Vegas Drive, east of Jones Boulevard, west of Michael Way, and south of Carl Avenue. Planning Commission and staff recommended approval.
04/19/72	The Board of Commissioners approved a Rezoning (Z-0019-72) from R-E (Residential Estates) to R-1 (Single Family Residential). Planning Commission and staff recommended approval.
01/23/73	The park was transferred to City ownership by means of dedication on the recorded subdivision map for Wildwood Unit 2A.
11/19/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #13/gk).
Related Building Permits/Business Licenses	
04/17/07	A building permit was issued (7001312) for shade structures at the city park. The permit was completed on 11/27/07.
Pre-Application Meeting	
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.	
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	

Field Check	
10/15/09	Staff conducted a field inspection and noted a well maintained city park.

Details of Application Request	
Site Area	
Net Acres	1.25

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	City Park	PR-OS (Parks/Recreation/Open Space)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	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

This request would rezone the subject site from R-1 (Single Family Residential) 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) zoning district is consistent with the existing PR-OS (Parks/Recreation/Open Space) General Plan 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 proposed Rezoning of the subject site will allow conformance with the existing PR-OS (Parks/Recreation/Open Space) land use designations.

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 Wildwood Drive, a 51-foot Local Street. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 476 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 1800 Wildwood Dr.

Project Name Existing CLV park **Proposed Use** No change

Assessor's Parcel #(s) 138-24-413-001 **Ward #** 5

General Plan: existing PR-OS proposed N/A **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City of Las Vegas **Contact** Andy Reed

Address 731 South 4TH Street **Phone:** 229.6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT M. Margo Wheeler, AICP **Contact** _____

Address 731 South 4TH Street **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name M. Margo Wheeler, AICP

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

FOR DEPARTMENT USE ONLY

Case #	ZON-36096
Meeting Date:	11-19-09
Total Fee:	N/A
Date Received:*	9-18-09
Received By:	AReed

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-36096** APN: 138-24-413-001

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

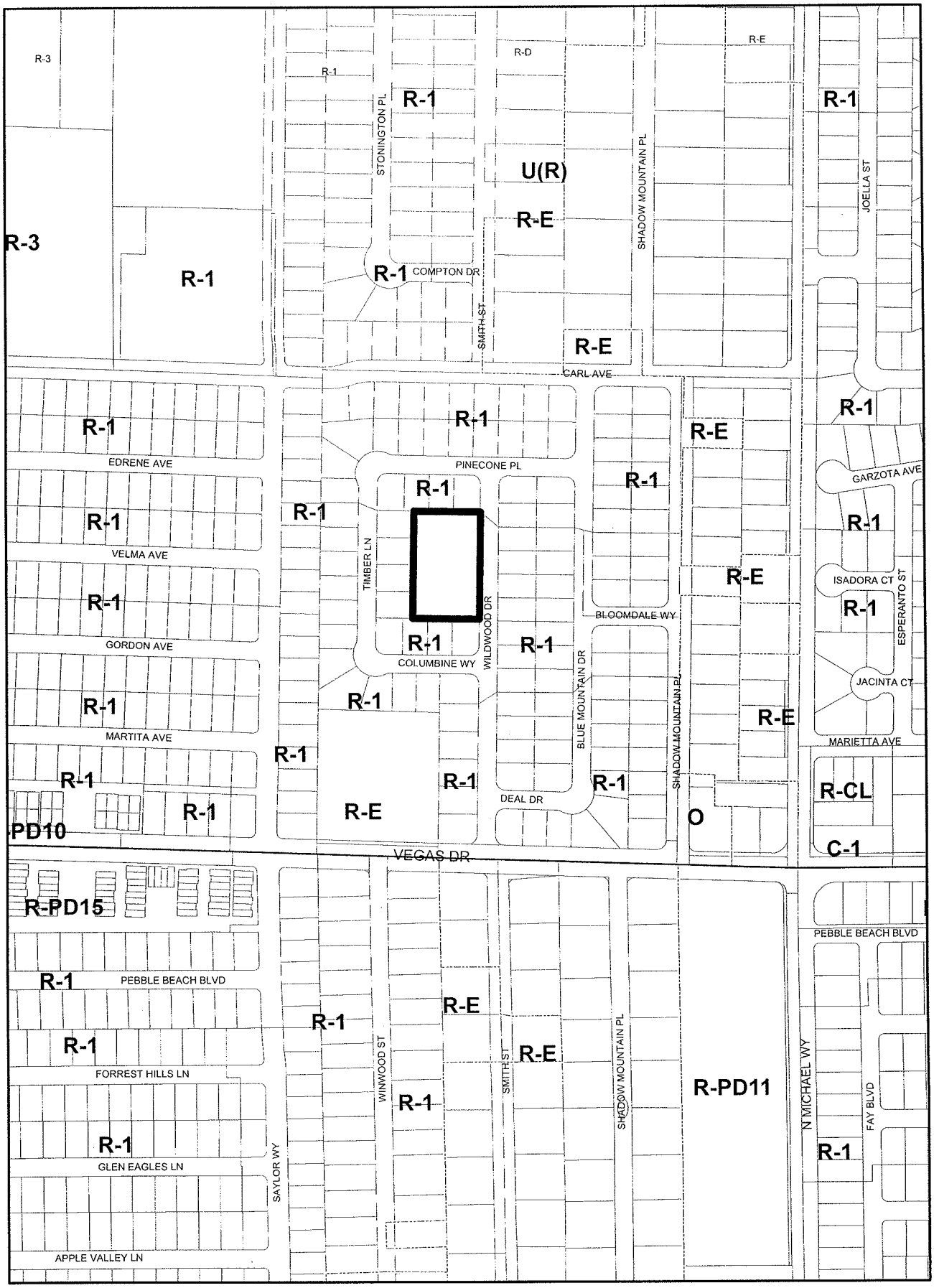
This 17th day of September, 2009

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-36096
11/19/09 PC

APN: 138-24-413-001
From R-1 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-36096 - APPLICANT/OWNER: CITY OF LAS VEGAS
1800 WILDWOOD DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



ZON-36096 - APPLICANT/OWNER: CITY OF LAS VEGAS
1800 WILDWOOD DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

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

October 21, 2009

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-36096
Assessors Parcel Number 138-24-413-001

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

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

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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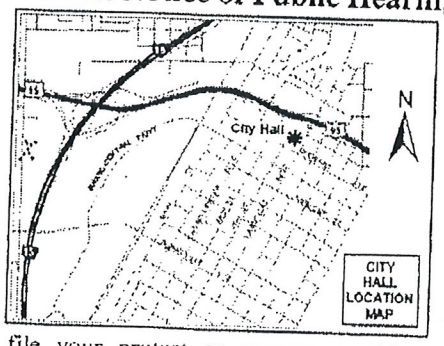
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36096

City Council Meeting of 12/16/2009

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CITY CLERK
2009 DEC -7 A 8:15

SHOEN DAVID J
5700 COLUMBINE WY
LAS VEGAS NV 89108-2408

APN#13824413002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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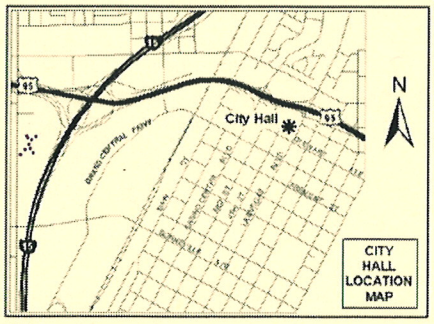

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ZON-36096

City Council Meeting of 12/16/2009

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LESLIE ERIC J & ANDREA D
1713 TIMBER LN
LAS VEGAS NV 89108-2420

APN#13824413007

JAV0511 89108

400 Stewart Avenue
Las Vegas, Nevada 89101

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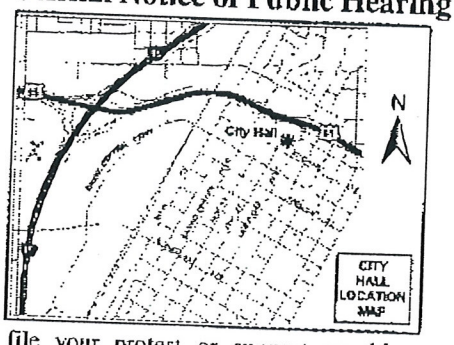

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ZON-36096

City Council Meeting of 12/16/2009

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CUNDARI KENNETH M & LINDA A
5713 PINECONE PL
LAS VEGAS NV 89108-2411

APN#13824411022

SDMI BILLING

7025158491

13:09

JAVDS11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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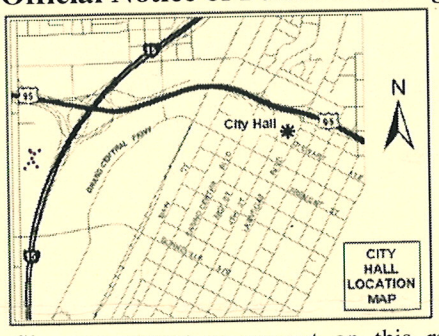

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ZON-36096

City Council Meeting of 12/16/2009

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LEWIS LINDA S
5823 VEGAS DR
LAS VEGAS NV 89108-2467

APN#13825110060

JAVDS11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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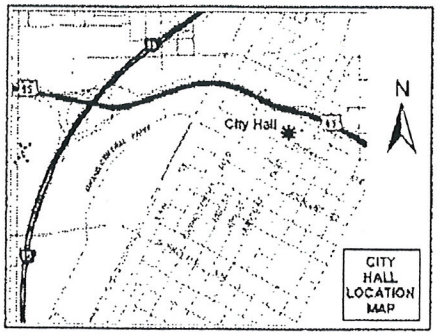

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ZON-36096
City Council Meeting of 12/16/2009

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2009 DEC -8 A 8:18

YOUNG CONNIE
5712 COLUMBINE WY
LAS VEGAS NV 89108-2408

APN#13824413005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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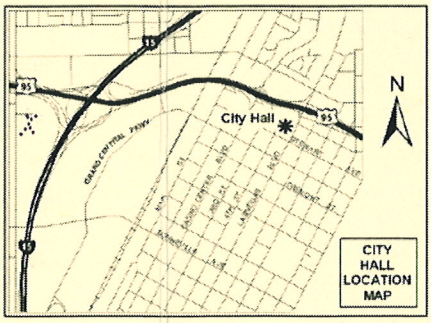

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ZON-36096
City Council Meeting of 12/16/2009

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LANGE ROGER A
SORRENTI JUDITH E
1704 TIMBER LN
LAS VEGAS NV 89108-2421

APN#13824413015

JAVDS11 89108

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2009 DEC -8 P 1:47

1st floor — Clerk's Office

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas. Nevada 89101

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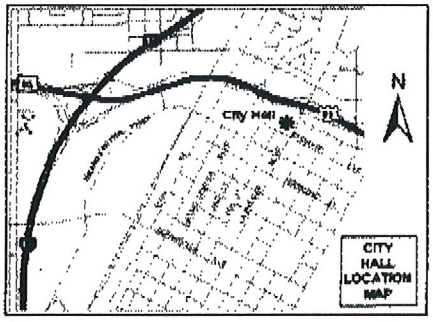

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ZON-36096
City Council Meeting of 12/16/2009

TERRILL ERIC B & CAROL A
1824 SAYLOR WY
LAS VEGAS NV 89108-2432

APN#13824410032

JAV0511 89108

12/08/2009 09:20 7026387976 ETS AUTO REPAIR PAGE 01

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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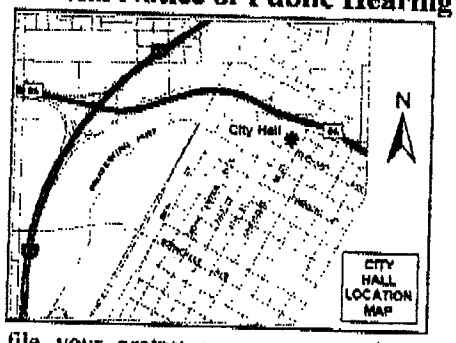

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36096

Planning Commission Meeting of 11/19/2009

RECEIVED
NOV 17 2009

Case: ZON-36096

13824413017
PIET DONALD GENE & SANDRA M
5717 COLUMBINE WY
LAS VEGAS NV 89108-2407

IAV0511 A510A

Submitted after final agenda

Date Item 13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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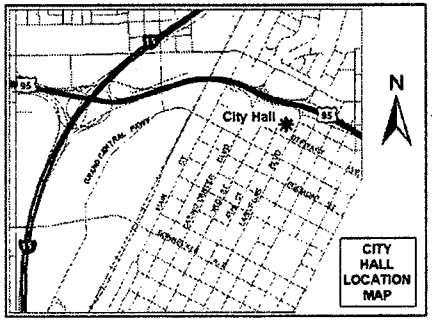

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-36096

Planning Commission Meeting of 11/19/2009

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NOV 17 2009

Case: ZON-36096
13824411022
CUNDARI KENNETH M & LINDA A
5713 PINECONE PL
LAS VEGAS NV 89108-2411

IAVDS11 89108

Submitted after final agenda
Date
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
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MAILED FROM ZIP CODE 89101

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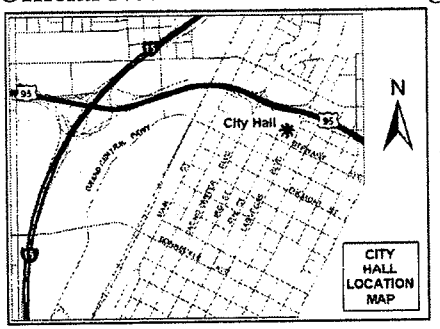
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36096
Planning Commission Meeting of 11/19/2009

Case: ZON-36096
13824411013
STEED KENT L & SANDRA K
5616 PINECONE PL
LAS VEGAS NV 89108-2460

Submitted after final agenda
Date
Item 37

IAVOS11 89108

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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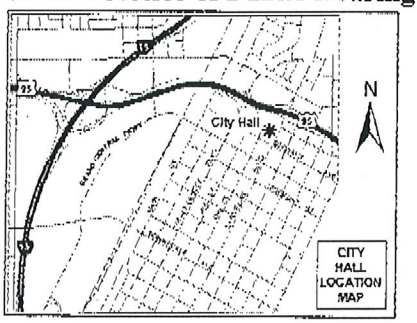

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ZON-36096

Planning Commission Meeting of 11/19/2009

Case: ZON-36096

13824413011
SHANNAN CURTIS J
1720 TIMBER LN
LAS VEGAS NV 89108-2421

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NOV 10 2009

13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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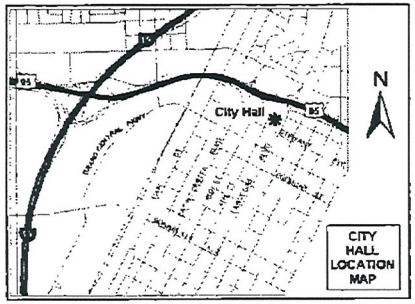

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Please use available blank space on card for your comments.

ZON-36096

Planning Commission Meeting of 11/19/2009

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 NOV 05 2009
MAILED FROM ZIP CODE 89101

Case: ZON-36096
13824413026
WATSON KATHY & GARY WILLIAM
1717 WILDWOOD DR
LAS VEGAS NV 89108-2450

IAVDS11 89108

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101 - 2986

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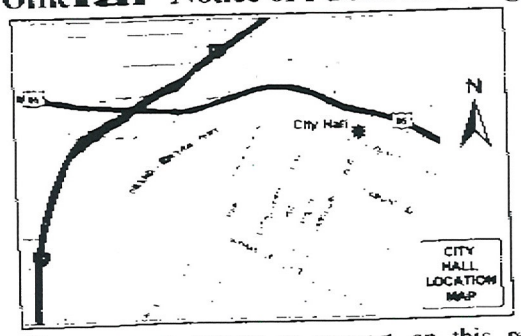

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36096

Planning Commission Meeting of 11/19/2009

Case: ZON-36096
13824413009
KIMBROUGH FAMILY TRUST 1994
1721 TIMBER LN
LAS VEGAS NV 89108-2420

IAUDS11 89108

RECEIVED
NOV - 9 2009

131

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

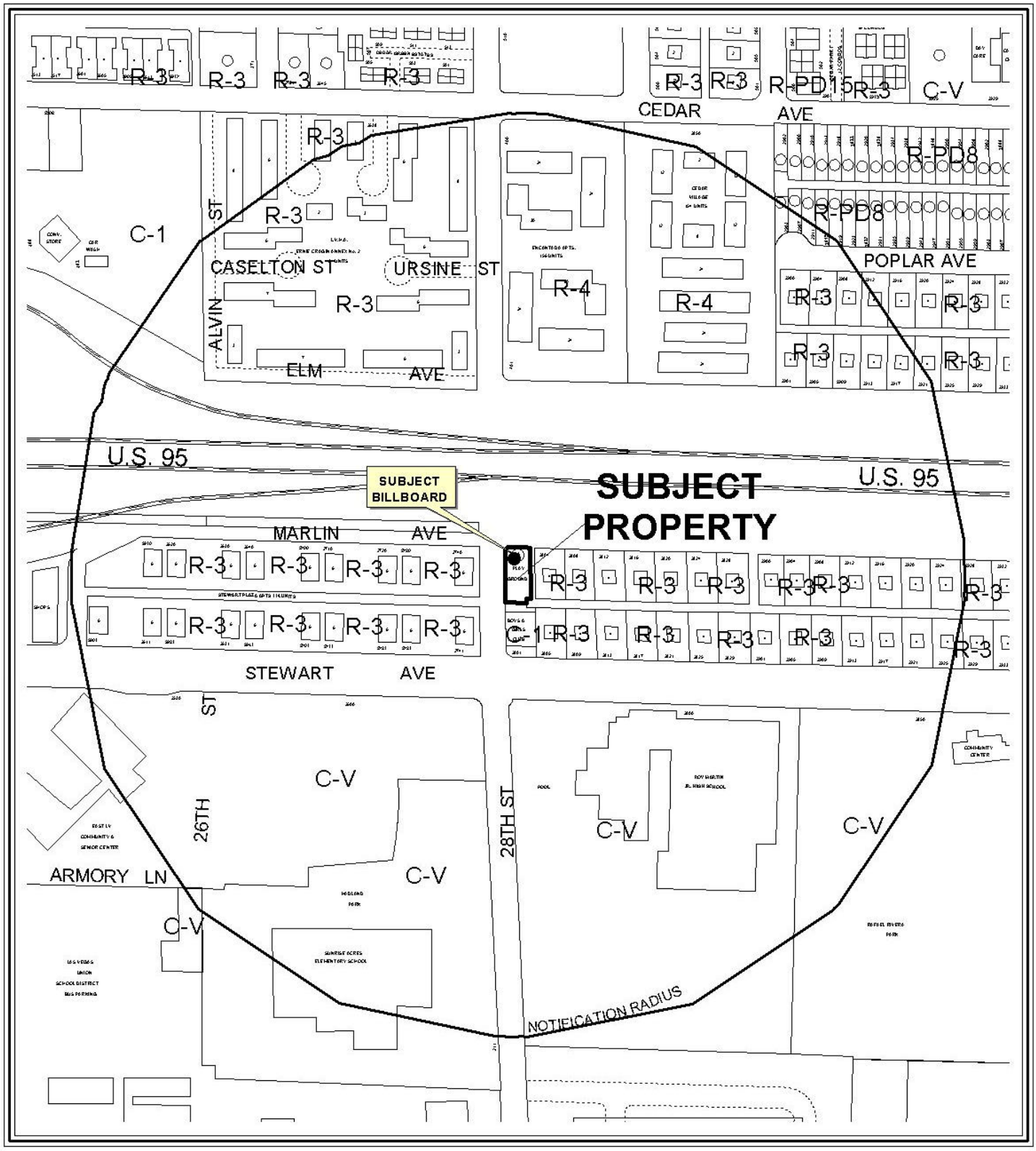
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-36250 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC. - Request for a Required Review of a previously approved Special Use Permit (U-0041-95) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2800 Marlin Avenue (APN 139-36-213-001), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 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 RQR-5170
6. Justification Letter
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 5



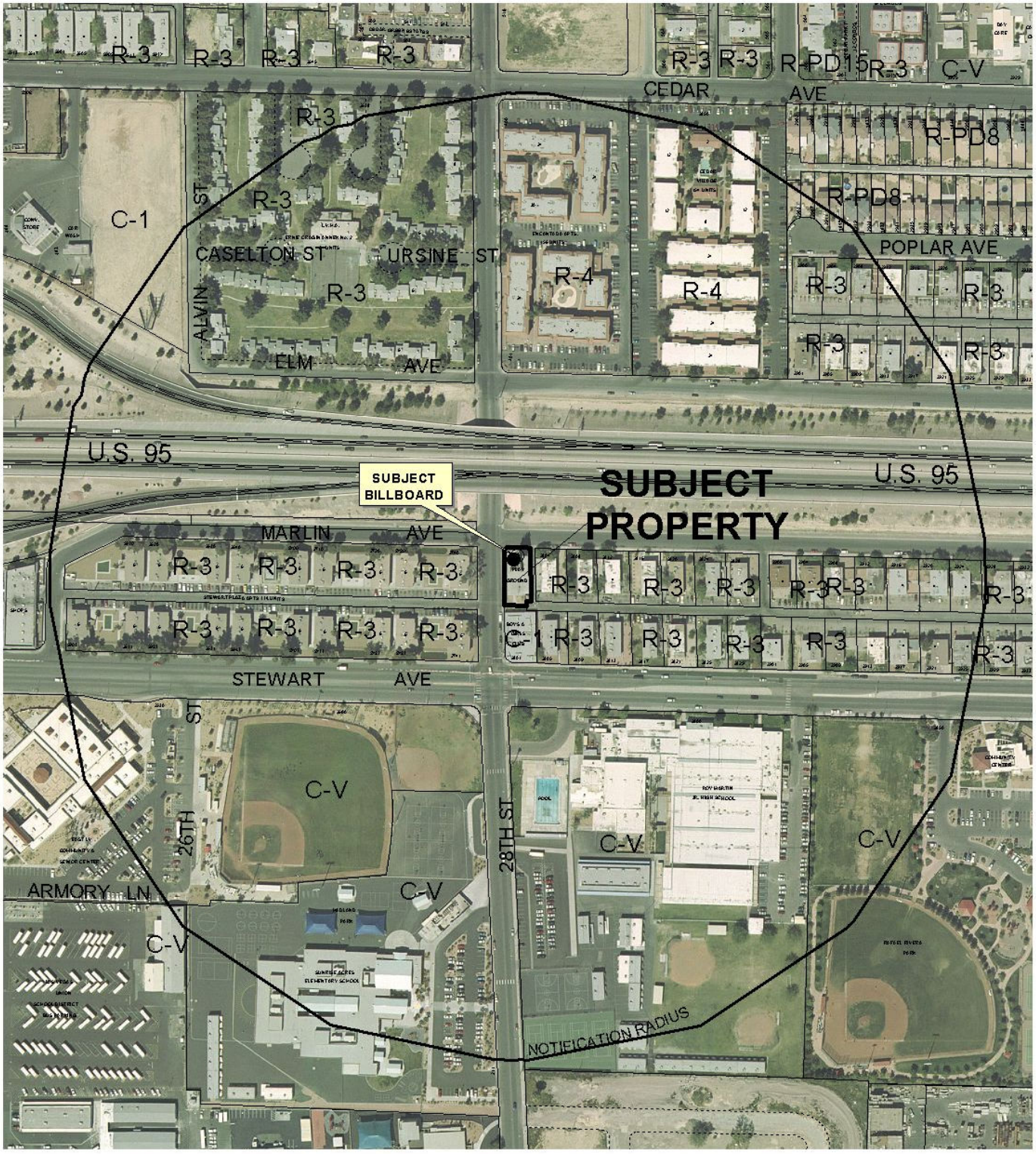
0 300 600 Feet

CASE: **RQR-36250**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N



0 300 600 Feet

CASE: **RQR-36250**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N



RQR-36250

Subject Parcel

City of Las Vegas Billboard Location

Clark County Billboard Location

City of Las Vegas Billboard Data

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 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-36250 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC.

** CONDITIONS **

The Planning Commission (5-0-1/bg vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0041-95).

2. This Required Review of an approved Special Use Permit (U-0041-95) shall be placed on the agenda closest to July 19, 2012 at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, Special Use Permit (U-0041-95) 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

This is a request for a Required Review of a previously approved Special Use Permit (U-0041-95) which allowed a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2801 Stewart Avenue, but relocated to 2800 Marlin Avenue due to the widening of US 95. The existing sign is non-conforming. The sign is located on a parcel, which is occupied by a playground and is zoned R-4 (High Density Residential).The sign is located on an R-4 (High Density Residential) zoned property and is immediately adjacent to residentially-zoned property where a 300-foot separation is required. There is no adverse impact regarding the continued use of the billboard, as there have been no significant changes in development or land use in the surrounding area; therefore staff is recommending approval of this request.

ISSUES

- A Building Permit was issued for the subject sign on 09/25/95. The permit was finaled on 10/11/95.
- The Off-Premise Billboard Sign and support structure are well maintained.
- The existing sign has been approved to be raised to a height of 80 feet via Site Development Plan Review (SDR-27196), which will expire on 05/21/10 if not exercised.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
04/24/63	The City Council approved a Rezoning (Z-0062-63) to R-4 (High Density Residential) at 2800 Marlin Avenue. The Planning Commission and staff recommended approval of the request.
12/01/86	A change of ownership was recorded at 2800 Marlin Avenue.
07/19/95	The City Council approved the Special Use Permit (U-0041-95), which allowed a 14-foot x 48-foot Off-Premise Sign on the subject site, subject to a Five-Year Review. The Planning Commission and staff recommended approval of the request.
09/06/00	The City Council approved a Required Five-Year Review [U-0041-95(1)] of a Special Use Permit (U-0041-95) for a 14-foot x 48-foot Off-Premise Sign on the subject site, subject to a Two-Year Review. The Planning Commission and staff recommended approval of the request.
11/06/02	The City Council approved a Required Two-Year Review [U-0041-95(2)] of a Special Use Permit (U-0041-95) for a 14-foot x 48-foot Off-Premise Sign on the subjet site, subject to a Two-Year Review. The Planning Commission and staff recommended approval of the request.

11/17/04	The City Council approved a Required Two-Year Review (RQR-5170) of a Special Use Permit (U-0041-95) for a 14-foot x 48-foot Off-Premise Sign on the subject site, subject to a Two-Year Review. The Planning Commission and staff recommended approval of the request.
05/21/08	The City Council approved a Site Development Plan Review (SDR-27196) to raise an existing 63-foot tall Off-Premise Sign to a height of 80 feet on 0.17 acres at 2800 Marlin Avenue. The Planning Commission and staff recommended approval of the request.
11/19/09	The Planning Commission voted 5-0-1/bg to recommend APPROVAL (PC Agenda Item #5/bts).
Related Building Permits/Business Licenses	
09/25/95	A Building Permit (#95878388) was issued for an Off-Premise Sign at 2801 Stewart Avenue. The permit was finaled on 10/11/95.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
10/15/09	Staff conducted a field check of the subject site with the following observations: • The Off-Premise Sign and support structure are well maintained.

Details of Application Request	
Site Area	
Net Acres	0.17 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Off-Premise Sign and Playground	M (Medium Density Residential)	R-4 (High Density Residential)
North	Right-of-Way (US-95)	Right-Of-Way (US-95)	Right-Of-Way (US-95)
South	Boys and Girls Club	M (Medium Density Residential)	C-1 (Limited Commercial)
East	Apartment	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Apartment	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	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

Per Title 19.14.100, the following sign standards apply to the Off-Premise Sign (Billboards):

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	The existing sign is not located within the public right-of-way or the Off-Premise Sign Exclusionary Zone.	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	R-4 (High Density Residential)	N
Area	No Off-Premise Signs 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.	672 square feet with no embellishments shown or proposed	Y
Height	No more than 45 feet above the noise abatement improvement project from the tallest point of the improvement project to the top of the sign and no higher than 65 feet from grade at the point of construction	Approved for 80 feet (Existing 63 feet)	Y
Screening	All structural elements of an Off-Premise Advertising Sign to which the display panels are attached shall be screened from view.	The structural elements of the sign are exposed at the southern face.	N

Distance Separation Requirement	At least 750 feet from another Off Premise Sign	965 feet from closest Off-Premise Sign	Y
Distance Separation Requirement	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	Zero feet (sign located on "R" zoned property)	N
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Property zoned R-4 (High Density Residential) but is not used for residential purposes	Y

ANALYSIS

This sign was originally approved by Special Use Permit (U-0041-95) for an Off-Premise Sign located at 2800 Marlin Avenue. The sign was not non-conforming when originally installed, but became non-conforming as a result of changes in code requirements. The sign was originally installed at 2801 Stewart Avenue, but was re-located to 2800 Marlin Avenue due to the freeway widening. The existing sign is non-conforming as it is located on R-4 (High Density Residential) zoned property and is immediately adjacent to residentially-zoned property where a 300-foot separation is required. A Site Development Plan Review (SDR-27196) was approved on 05/21/08, which allowed the existing sign to be increased to a height of 80 feet, but has not been constructed due to financial constraints. This approval is valid until 05/21/10.

FINDINGS

The subject Off-Premise Sign is located within an R-4 (High Density Residential) district. There is no adverse impact regarding the continued use of the billboard, as there have been no significant changes in development or land use in the surrounding area. Also, the Off-Premise Sign and support structure are in good condition, and the applicant has obtained a final building inspection; therefore, staff is recommending approval, subject to a three-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 56 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 2800 Marlin Ave.

Project Name Boys Club billboard **Proposed Use** off-premise sign

Assessor's Parcel #(s) 139-36-213-001 **Ward #** 3

General Plan: existing M proposed — **Zoning:** existing R-4 proposed —

Commercial Square Footage 672 **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information Required Review for an existing billboard

PROPERTY OWNER Boys Club of Clark County Inc. **Contact** Jim Richards

Address PO Box 26689 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89126

E-mail Address

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as applicant **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James A. Richards

Subscribed and sworn before me

This 22nd day of September, 20 09.

[signature]

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLEY R. GRIM
Appt. No. 03-85670-1
My Appt. Expires December 4, 2011

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	RQR-36250
Meeting Date:	11/19/2009
Total Fee:	$800.00
Date Received:*	10/02/09
Received By:	CD.Van

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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OCT 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-36250** APN: 139-36-213-001

Name of Property Owner: Boys Club of Clark County, Inc.

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: Same as applicant

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: James A. Richards

Subscribed and sworn before me

This 29th day of September, 20 09

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLEY R. GRIM
Appt. No. 03-85670-1
My Appt. Expires December 4, 2011

Revised 11-14-06

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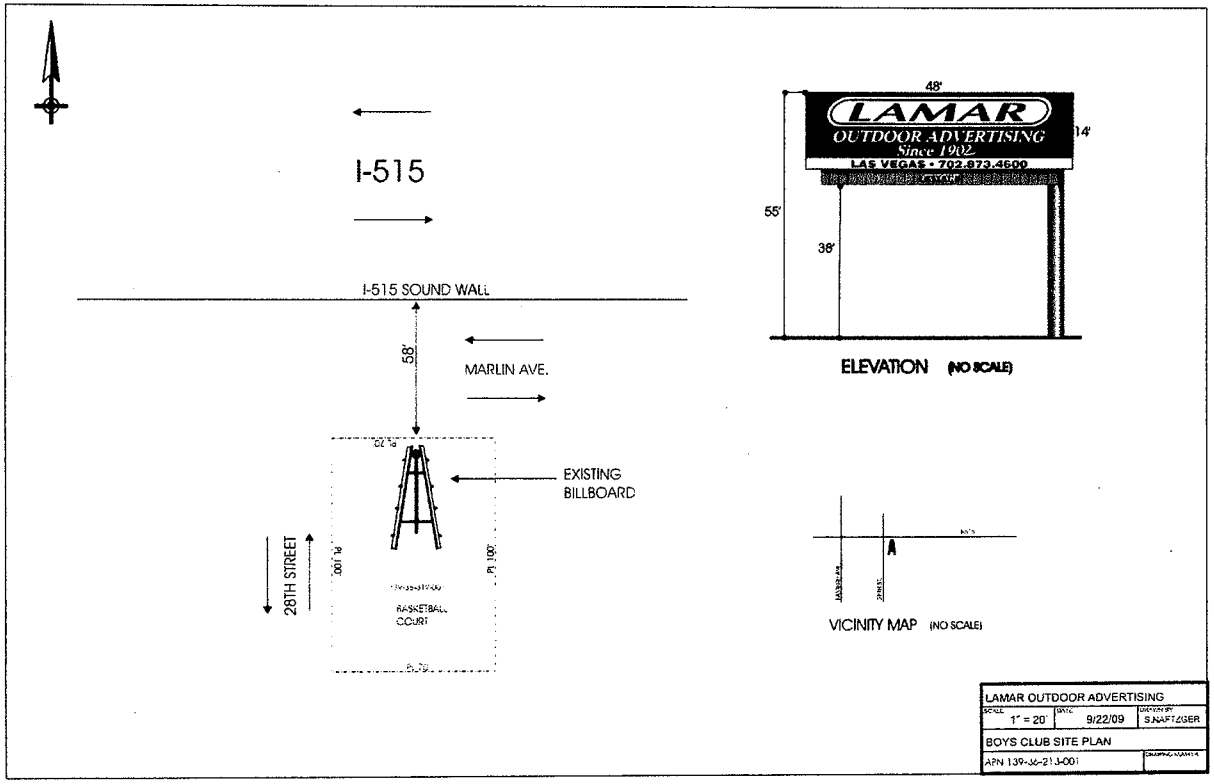

RQR-36250
REVISED
11/19/09 PC



RQR-36250 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC.
2800 MARLIN AVENUE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



RQR-36250 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC.
2800 MARLIN AVENUE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



RQR-36250 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC.
2800 MARLIN AVENUE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



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

January 24, 2005

Ms. Debbie Vargas
Boys Club of Clark County
PO Box 26689
Las Vegas, Nevada 89126

RE: RQR-5170 - REQUIRED REVIEW
CITY COUNCIL MEETING OF NOVEMBER 17, 2004

Dear Ms. Vargas:

The City Council at a regular meeting held November 17, 2004 APPROVED the request for Required Two Year Review of an Approved Special Use Permit (U-0041-95) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2800 Marlin Avenue (APN 139-36-213-001), R-4 (High Density Residential) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 18, 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. 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.

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-36250
11/19/09 PC

3. The off-premise advertising sign (billboard) supporting structure shall be designed to finish materials to complement the existing on-site building. The entire face-area of both sides of the off-premise advertising (billboard) sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

4. 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.

5. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

RQR-36250
11/19/09 PC

LAMAR

LAMAR ADVERTISING COMPANY

October 2, 2009

City of Las Vegas Planning Department
731 S. 4th Street
Las Vegas, NV 89101

Dear Sir or Madam:

Lamar Central Outdoor, LLC is requesting approval for the required review of the billboard we operate upon property owned by The Boys Club of Clark County located at 2800 Marlin Ave. (APN 139-36-213-001).

This particular billboard is a legal non-conforming structure and has been in existence on this property for nearly fifteen (15) years. It is well-maintained and nothing in the surrounding area has changed that would make this use incompatible with adjacent properties.

Thank you for your consideration.

Sincerely,

Scott Naftzger
Lease Manager
Lamar Central Outdoor, LLC

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OCT - 2 2009

RECEIVED
OCT 02 2009

1863 Helm Drive, Las Vegas, Nevada 89119
PH. (702) 873-4600 FAX (702) 873-4344

RQR-36250
11/19/09 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

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***RQR-36250 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: BOYS CLUB OF CLARK COUNTY, INC.***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 19, 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 ***Carman Burney at (702) 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 and return to our office by 5:00PM ***NOVEMBER 18, 2009***.

Signature

11/12/09
Date

Scott Natzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

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NOV 13 2009

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

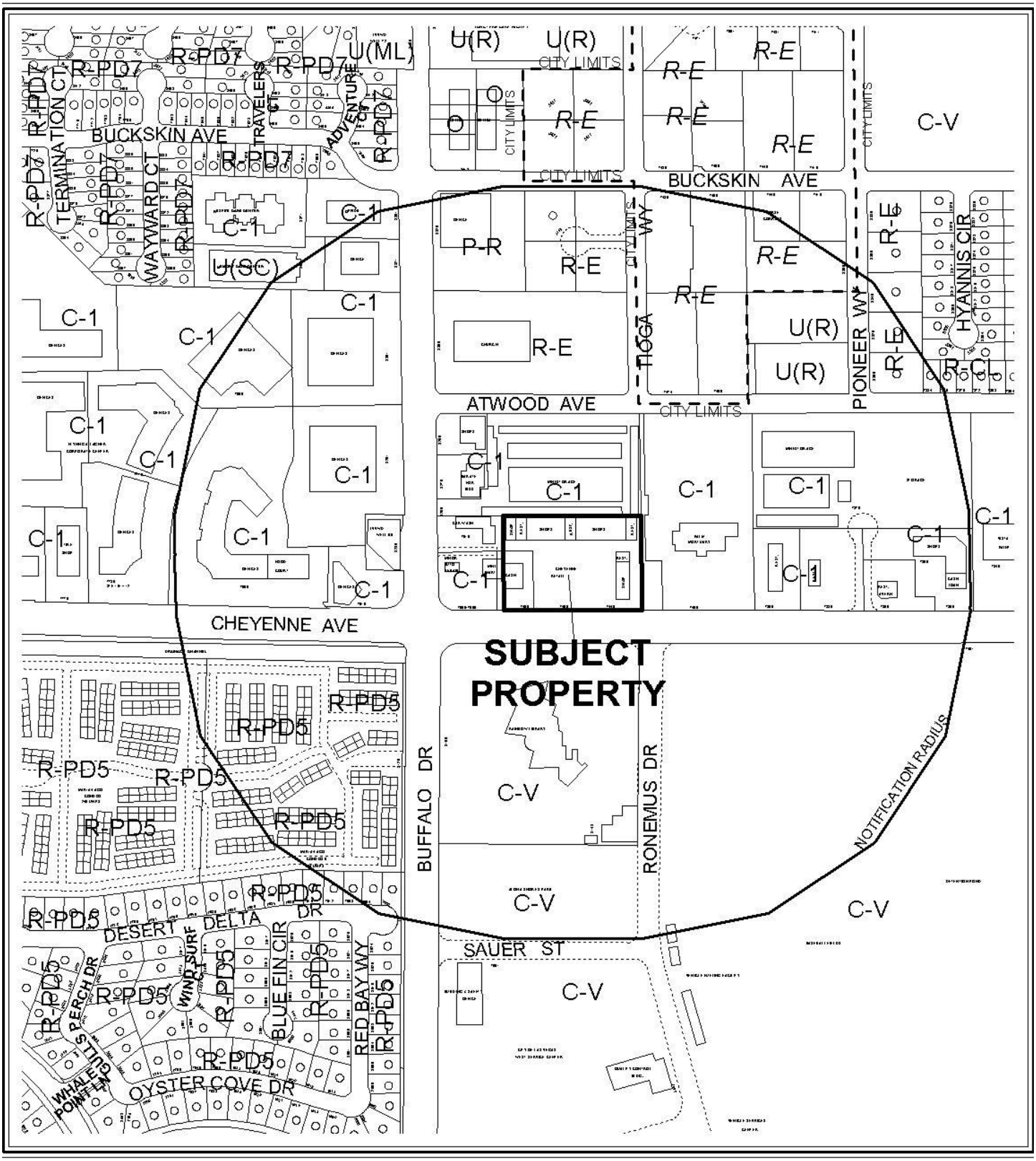
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36242 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: IT'S MINE NOW, LLC - OWNER: TRANSWESTERN INVESTMENT HOLDINGS CHEYENNE FOUNTAINS, LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED 1,200 SQUARE-FOOT THRIFTSHOP at 7450 West Cheyenne Avenue, Suite #104 (APN 138-10-413-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 6



CASE: **SUP-36242**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 500 1000 Feet

CASE: **SUP-36242**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36242 - APPLICANT: IT'S MINE NOW, LLC - OWNER: TRANSWESTERN INVESTMENT HOLDINGS CHEYENNE FOUNTAINS, LLC, ET AL

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Thriftshop use.

2. Conformance to the conditions for Rezoning (Z-0061-89) and Site Development Plan Review [Z-0061-89(1)].

3. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to or at the time application is made for a business license, to depict handicap accessible spaces in compliance with Title 19.10 requirements.

4. Hours of operation shall be limited to 10:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. Saturday.

5. 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.

6. 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 requesting a Special Use Permit for a proposed 1,200 square-foot Thriftshop at 7450 West Cheyenne Avenue, Suite #104. The proposed Thriftshop would feature new and used sales of children's merchandise. The suite most recently housed a new clothing store. The proposed use meets the minimum Special Use Permit requirements for a Thriftshop under Title 19 and is compatible with surrounding land uses. Staff therefore 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 this use at this location.

ISSUES

- No previous Special Use Permits for a Thriftshop or Secondhand Dealer use have been requested in the subject shopping center.
- The request has been deemed a Project of Regional Significance per Title 19.18.010 because it is located within 500 feet of the city's boundary with Clark County. A regional assessment was sent to all affected departments and entities for comment. The Flood Control Section of the City of Las Vegas Department of Public Works had no comment and does not require a drainage study for this project. The Las Vegas Valley Water District determined that the request would not have a significant impact on the District's water supply system.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
01/04/89	The City Council approved an Annexation (A-0015-88) located at the northeast corner of Cheyenne Avenue and Buffalo Drive, containing approximately 4.5 acres. The Planning Commission and staff recommended approval. The annexation became effective 01/13/89.
07/19/89	The City Council approved a Rezoning (Z-0061-89) from R-E (Residence Estates) to C-1 (Limited Commercial) on the subject site. The Planning Commission recommended approval.
03/21/90	The City Council approved a Plot Plan Review [Z-0061-89(1)] for a proposed shopping center on the subject site. The Planning Commission and staff recommended approval.
06/28/99	The City Council approved a Special Use Permit (U-0045-99) for the on-premise sale of beer and wine in conjunction with a 2,000 square foot restaurant and a waiver of the minimum 400-foot distance separation from a church. The Planning Commission and staff recommended approval.

04/15/04	Code Enforcement inspected property at 7450 West Cheyenne Avenue in response to a complaint (#12347) that a restaurant was dumping grease into an outside drain and that water from roof is draining into adjacent mini-storage property. Code Enforcement resolved the case on 06/01/06.
11/19/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #6/ss).
Related Building Permits/Business Licenses	
05/08/96	A building permit (#96394148) was issued for a retail shell building at 7450 West Cheyenne Avenue. A final inspection was completed 10/09/96.
11/25/96	A building permit (#96023365) was issued for an interior remodel at 7450 West Cheyenne Avenue, Suite #104. A final inspection was completed 11/27/96.
08/08/97	A business license (R05-001930 was issued for a take-out restaurant at 7450 West Cheyenne Avenue #102. The license is active.
09/16/04	A business license (R23-00288) was issued for recreational instruction at 7450 West Cheyenne Avenue, Suite #106. The license is active.
05/02/05	A business license (R01-00670) was issued for computer repair at 7450 West Cheyenne Avenue, Suite #104. The license was marked out of business on 07/22/08.
12/13/06	A business license (K10-00215) was issued for an insurance sales agency at 7450 West Cheyenne Avenue, Suite #105. The license is active.
12/13/06	A business license (I04-03390) was issued for an insurance producer at 7450 West Cheyenne Avenue, Suite #105. The license is active.
11/30/07	A business license (C07-03782) was issued for new clothing sales at 7450 West Cheyenne Avenue, Suite #104. The license was marked out of business on 06/03/08.
Pre-Application Meeting	
09/18/09	Submittal requirements for a Special Use Permit were discussed. There were no issues noted. The applicant stated that the previous use in the subject suite was a clothing store, and that there is a children's learning center located within the same shopping center. The shopping center area exceeds 25,000 square feet.
Neighborhood Meeting	
A neighborhood meeting is not required for this application, nor was one held.	

Field Check	
10/15/09	Staff observed a vacant suite within a well maintained shopping center.

Details of Application Request	
Site Area	
Net Acres	2.39

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Mini-Warehouse	SC (Service Commercial)	C-1 (Limited Commercial)
South	Public Library	PF (Public Facilities)	C-V (Civic)
East	Mortuary	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store with Fuel Pumps/Car Wash, Full Service	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

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	28,355 SF	1/250 SF GFA	109	5	178	4	
TOTAL	28,355 SF		**114**		**182**		**N**

ANALYSIS

The applicant is proposing to establish a Thriftshop use in an existing 1,200 square-foot suite located within an existing 28,355 square-foot shopping center. This is the first request for a Thriftshop or Secondhand Dealer use to locate in this shopping center. The proposed store will sell both new and slightly used children's merchandise, including clothing, accessories, toys, kids' furniture and similar items. This description is consistent with the Thriftshop use defined by Title 19. The addition of a Thriftshop use within the existing shopping center is compatible with the existing land uses. On-site parking requirements have been met for the proposed use, with the exception that an additional handicap-accessible space is required, based on the number of required parking spaces for the Shopping Center use. Staff recommends approval upon condition that the store be restricted to the requested hours of operation and that an additional handicap space be provided on a revised site plan.

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 Thriftstore use is permitted in the C-1 (Limited Commercial) zoning district and is located within an existing in-line retail/office building adjacent to Mini-Warehouse, Convenience Store, Mortuary and Library (Public) uses. The use can be conducted in a manner that is harmonious and compatible with these surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   There are no other Thriftstore or Secondhand Dealer uses within the immediate area. This use will be located within an existing in-line retail/office building. The subject site contains adequate parking facilities to accommodate the proposed use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided by Cheyenne Avenue and Buffalo Drive, both 100-foot wide arterial streets as designated by the Master Plan of Streets and Highways. These roadways are adequate in size to meet the requirements of the Thriftstore 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 the Thriftstore use at the proposed location will not compromise the public health, safety or welfare, and is consistent with the objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   By condition, the use shall meet all Title 19.04 conditions pertaining to the Thriftshop use, including a prohibition on all outdoor display, sales or storage of merchandise.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 479 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit (Secondhand Dealer - Class II)

Project Address (Location) 7450 W. Cheyenne Ave. #104 Las Vegas, NV 89129

Project Name Cheyenne Fountains **Proposed Use** Kids Resale

Assessor's Parcel #(s) 138-10-413-006 **Ward #** 4

General Plan: existing SC proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage 1,200 **Floor Area Ratio** ____

Gross Acres ____ **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER IH Cheyenne Fountains LLC et al **Contact** David Stubbs

Address 7250 Peak Dr. #110 **Phone:** 702 851-9000 **Fax:** 702-851-9070

City Las Vegas **State** NV **Zip** 89128

E-mail Address Angelina.scarcelli@svnlv.com

APPLICANT It's Mine Now **Contact** Mira & Jeffrey Burhan

Address 3960 Empress Charm Ct. **Phone:** 702-202-0727 **Fax:** ____

City Las Vegas **State** NV **Zip** 89129

E-mail Address miraburhan@gmail.com

REPRESENTATIVE N/A **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name David Stubbs

Subscribed and sworn before me

This 30 day of September, 20 09.

Brooke Price

Notary Public in and for said County and State

BROOKE LYNN PRICE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 07-1096-1
MY APPT. EXPIRES DEC. 11, 2010

FOR DEPARTMENT USE ONLY

Case #	SUP-36242
Meeting Date:	11/19/09
Total Fee:	$1080.00
Date Received:*	10/01/09
Received By:	MREK

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36242** APN: 138-10-413-006

Name of Property Owner: TIH Cheyenne Fountains LLC, etal

Name of Applicant: It's Mine Now / Mira Jeffrey Burhan

Name of Representative: N/A

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: David Stubbs

Subscribed and sworn before me

This 30 day of September, 2009

Brooke Price

Notary Public in and for said County and State

BROOKE LYNN PRICE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 07-1096-1
MY APPT. EXPIRES DEC. 11, 2010

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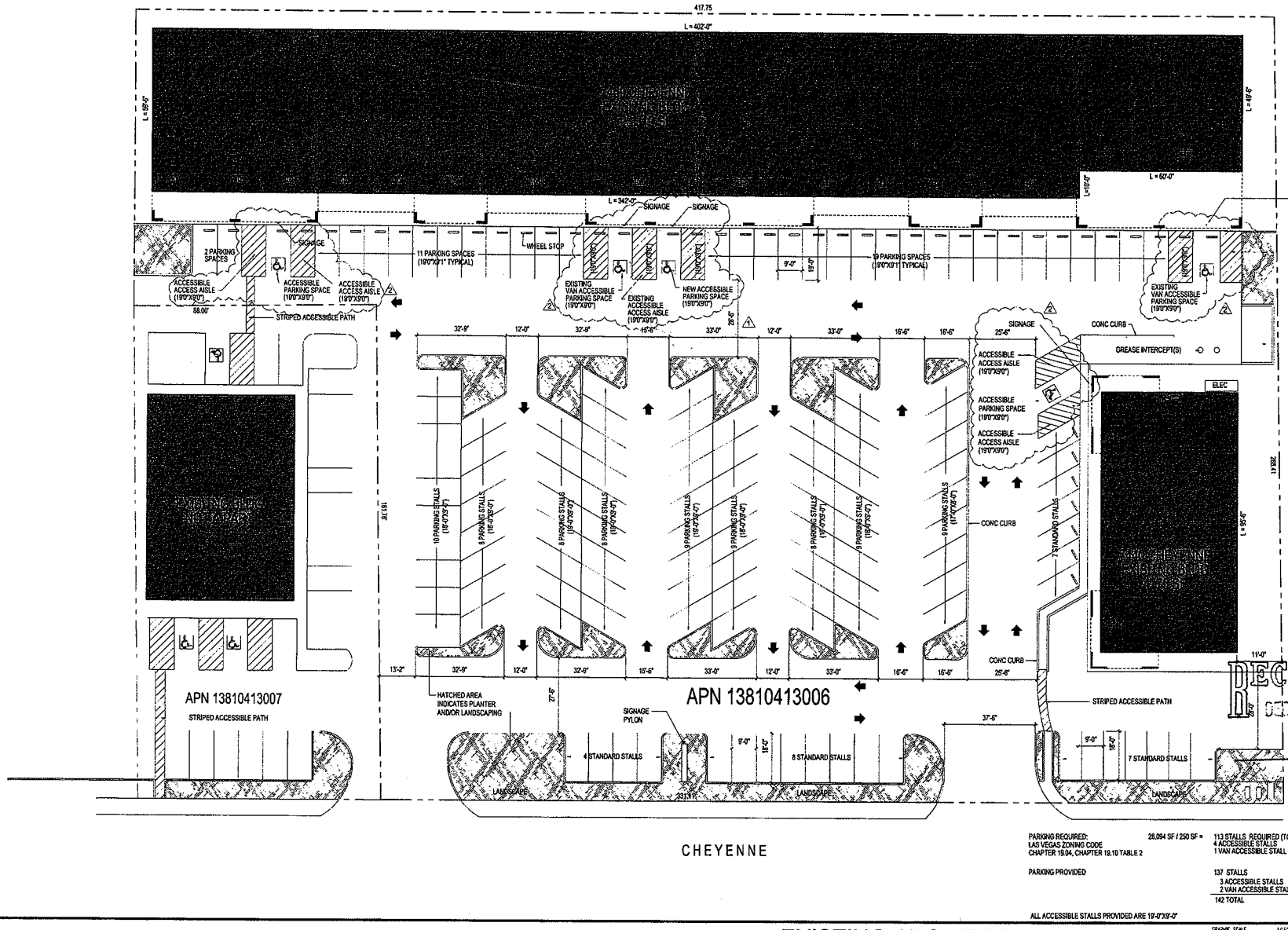
OCT 01 2009



PARKING REQUIRED: 28,094 SF / 250 SF = 113 STALLS REQUIRED (TOTAL)
LAS VEGAS ZONING CODE CHAPTER 19.04, CHAPTER 19.10 TABLE 2
4 ACCESSIBLE STALLS
1 VAN ACCESSIBLE STALL

PARKING PROVIDED
137 STALLS
3 ACCESSIBLE STALLS
2 VAN ACCESSIBLE STALLS
142 TOTAL

ALL ACCESSIBLE STALLS PROVIDED ARE 10'-0"X20'-0"

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DEC 07 2009

EXISTING ARCHITECTURAL SITE PLAN

GRAPHIC SCALE 1/16" = 1'-0" NORTH

KENNETH CHOW ARCHITECT
7730 WEST SAHARA AVE, SUITE 103, LAS VEGAS, NV 89117
PHONE: (702) 804-4230

EXISTING ARCHITECTURAL SITE PLAN

CHEYENNE FOUNTAINS
7440-7450 CHEYENNE AVE
LAS VEGAS, NV, 89133

REVISIONS
[2] 07/09/09 ACCESSIBLE STALL ADDED
[1] 07/13/09 ACCESSIBLE STALLS ADDED.

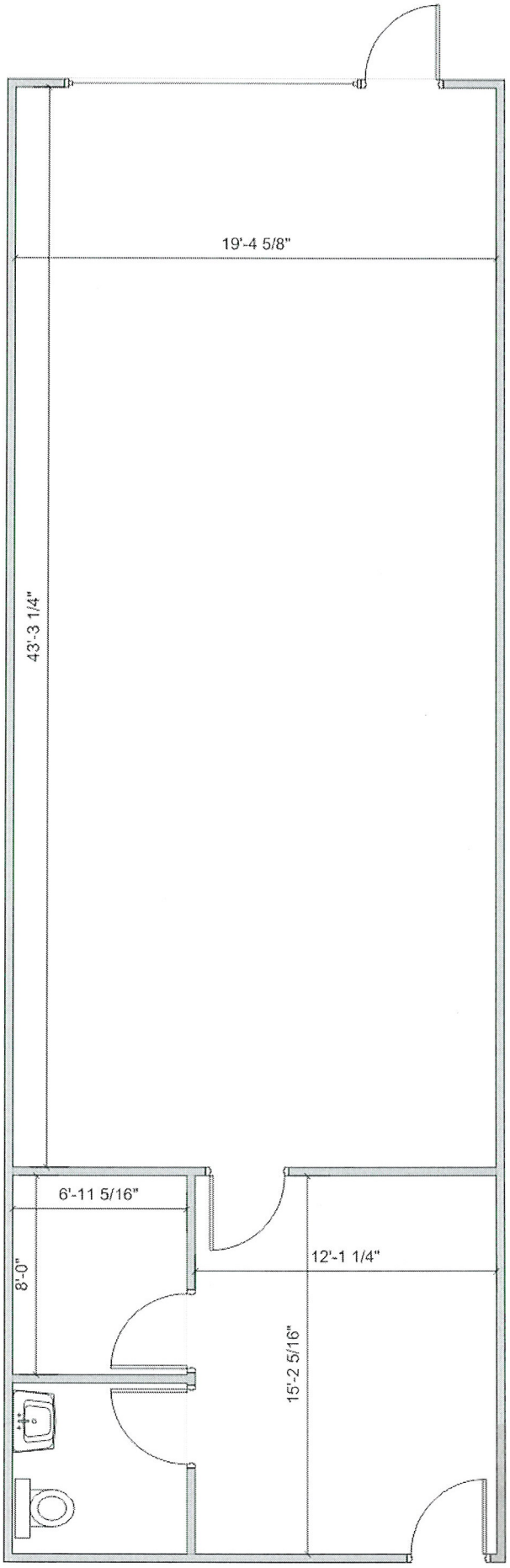
DATE:
28 NOVEMBER 2009

SHEET No:
1
OF SHTS

Copyright © 2009 Kenneth Chow

SUP-36242 12/16/09 CE

CHEYENNE FOUNTAINS
7450 W. CHEYENNE AVE
STE 104
APPROX. +/- 1200 SF



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SUP-36242
11/19/09 PC

Inside picture of Suite 104





SUP-36242 - APPLICANT: IT'S MINE NOW, LLC - OWNER: TRANSWESTERN INVESTMENT HOLDINGS CHEYENNE FOUNTAINS, LLC, ET AL
7450 WEST CHEYENNE AVENUE, SUITE #104
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



SUP-36242 - APPLICANT: IT'S MINE NOW, LLC - OWNER: TRANSWESTERN INVESTMENT HOLDINGS CHEYENNE FOUNTAINS, LLC, ET AL
7450 WEST CHEYENNE AVENUE, SUITE #104
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

It's Mine Now

KIDS RESALE

3966 Empress Charm Ct. Las Vegas, NV 89129 ♦ Las Vegas, NV 89129 ♦ Ph. (702) 202-0727

October 1, 2009

City of Las Vegas
Planning and Development Department
731 S. 4th Street
Las Vegas, NV 89101

R.E.: Justification Letter for Special Use Permit (Secondhand Dealer Class II) – Kids Resale Store
7450 W. Cheyenne Ave., Ste. 104; Las Vegas, NV 89129

Dear Sir/Ma'am:

This justification letter is submitted for the purpose of obtaining a Special Use Permit approval for a Secondhand Dealer (Class II), a kids resale store, on the subject property above.

Nature of project: A resale store that sells new and gently used children's merchandise that includes but not limited to clothing, accessories, toys, baby gears and baby/kids furniture. The name of the store is "It's Mine Now" and it will be open to the public. Merchandise items will be sold at prices 40% to 80% below retail prices.

Use of space: We will use the said premises located on 7450 W. Cheyenne Ave., Ste. 104; Las Vegas, NV 89129 - as a children's resale store. Majority of the space will be used as store space to display and sell merchandise.
There are 2 separate areas in the back of the store that will be used to store merchandise inventory items and to conduct office and other paperwork-related activities, as part of maintaining the store operation.
There is a restroom inside the space that will be made accessible to customers and employees.

Hours of operation: Proposed hours of operations will be Monday to Friday 10AM to 6PM and Saturday 10AM to 5PM. Hours of operations may be adjusted slightly to fulfill customers' demand if necessary.

Development data: In the current economic situation, consumers are making wiser decisions on their spending. Shopping at a resale/thrift store like It's Mine Now is one great answer to shop for great kids products at bargain prices.
Our store will be advertised through flyers, kids magazines, and other local advertising publications.
Due to the merchandise mix that will be offered for sale in our store, we anticipate that majority of our customers will consist of adults who have young children (up to age 6). The presence of It's Mine Now kids resale store on subject property will beneficial to the community as families will have a one-stop-shop where they get paid simply by selling their children's outgrown items (that are still in good conditions) and at the same time, get other quality stuff for their kids at a bargain.
We have filed all required paperwork for the store per information obtained from different state and local government agencies.

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SUP-36242
11/19/09 PC

It's Mine Now

KIDS RESALE

3966 Empress Charm Ct. Las Vegas, NV 89129 ♦ Las Vegas, NV 89129 ♦ Ph. (702) 202-0727

Store Operation: Store will be managed and operated by owners, Mira & Jeffrey Burhan. There may also be 1 or 2 part time employees in the store during our hours of operation.

We have completed the Pre-Application meeting and were informed of the SUP Application submittal requirements. All required documentations have been included in this application packet.

We strongly hope your review on this application will grant us the SUP approval. Should you need any additional information, we can be reached at (702) 202-0727 or cell. (808) 383-5377 or by e-mail miraburhan@gmail.com

Thank you for your time and we look forward to hear from you soon.

Sincerely,

Mira Burhan
Managing Member
It's Mine Now, LLC

Jeffrey Burhan
Managing Member,
It's Mine Now, LLC.

SUP-36242
11/19/09 PC

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OCT 01 2009

Cheyenne Fountains
7440/7450 W. Cheyenne Avenue
Las Vegas, Nevada 89128

UPDATED: 6/25/2009

SUITE NO.	TENANT NAME	RENTABLE SQ. FT.
7450-113	**Vacant**	1,140
7450-100	Occupied	2,000
7440-101	Occupied	1,555
7450-102	Occupied	1,600
7450-103	**Vacant**	1,200
7450-104	**Vacant**	1,200
7440-105	Occupied	3,400
7450-106	Occupied	1,200
7450-107	Occupied	2,400
7450-108	**Vacant**	2,400
7450-110	Occupied	2,000
7450-112	**Vacant**	1,600
7450-114	Occupied	1,260
7450-115	Occupied	2,400
7450-117	Occupied	1,000
7450-118	Occupied	2,000
	Total SF	28,355

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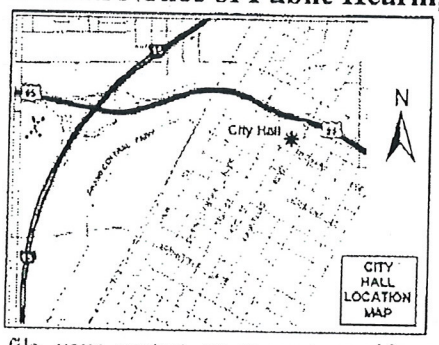
OCT 01 2009

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-36242

City Council Meeting of 12/16/2009

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CITY CLERK
2009 DEC -7 A 8:15

RYAN STACY
3125 N BUFFALO DR #1104
LAS VEGAS NV 89128-7831

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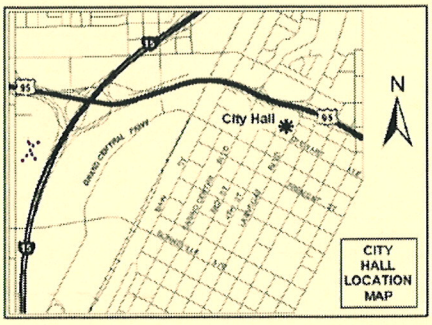
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36242

City Council Meeting of 12/16/2009

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HOCHMAN LESLIE
3150 SOFTBREEZES DR #1222
LAS VEGAS NV 89128-7228

APN#13816516004

JAVD511 A9128

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: ***SUP-36242 - APPLICANT: IT'S MINE NOW, LLC - OWNER: TRANSWESTERN INVESTMENT HOLDINGS CHEYENNE FOUNTAINS, LLC, ET AL***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 19, 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 ***Carman Burney at (702) 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 and return to our office by 5:00PM ***NOVEMBER 18, 2009***

Signature

11/12/09
Date

DAVID STUBBS
Please Print Name

Transwestern Investment Realty dba
Sperry Van Ness as agent for TIH Cheyenne Fountains, LLC et al
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

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NOV 13 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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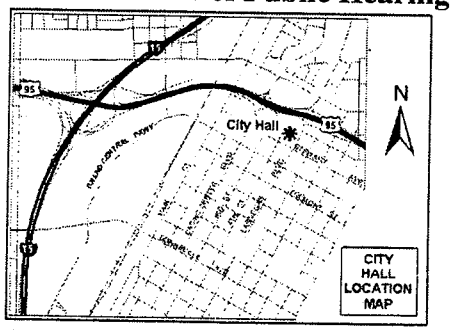
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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NOV 17 2009

13816516189
STENSON JOAN A
3150 SOFT BREEZES DR #2045
LAS VEGAS NV 89128-7842

Case: SUP-36242

Please use available blank space on card for your comments.

SUP-36242
Planning Commission Meeting of 11/19/2009

Submitted after final agenda
Date
Item 4p

1AUDE11 89128

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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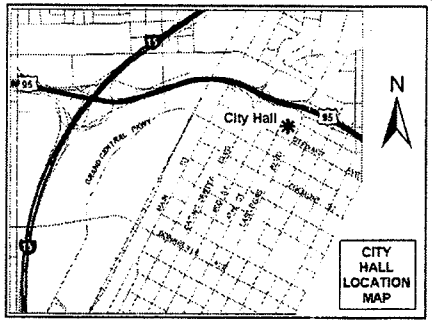
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36242
Planning Commission Meeting of 11/19/2009

RECEIVED
NOV 17 2009

Case: SUP-36242
13816517103
DAVIDSON JUNE ANN
3125 N BUFFALO #1112
LAS VEGAS NV 89128-7831

Submitted after final agenda
Date
Item 4A

IAVDS11 89128

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

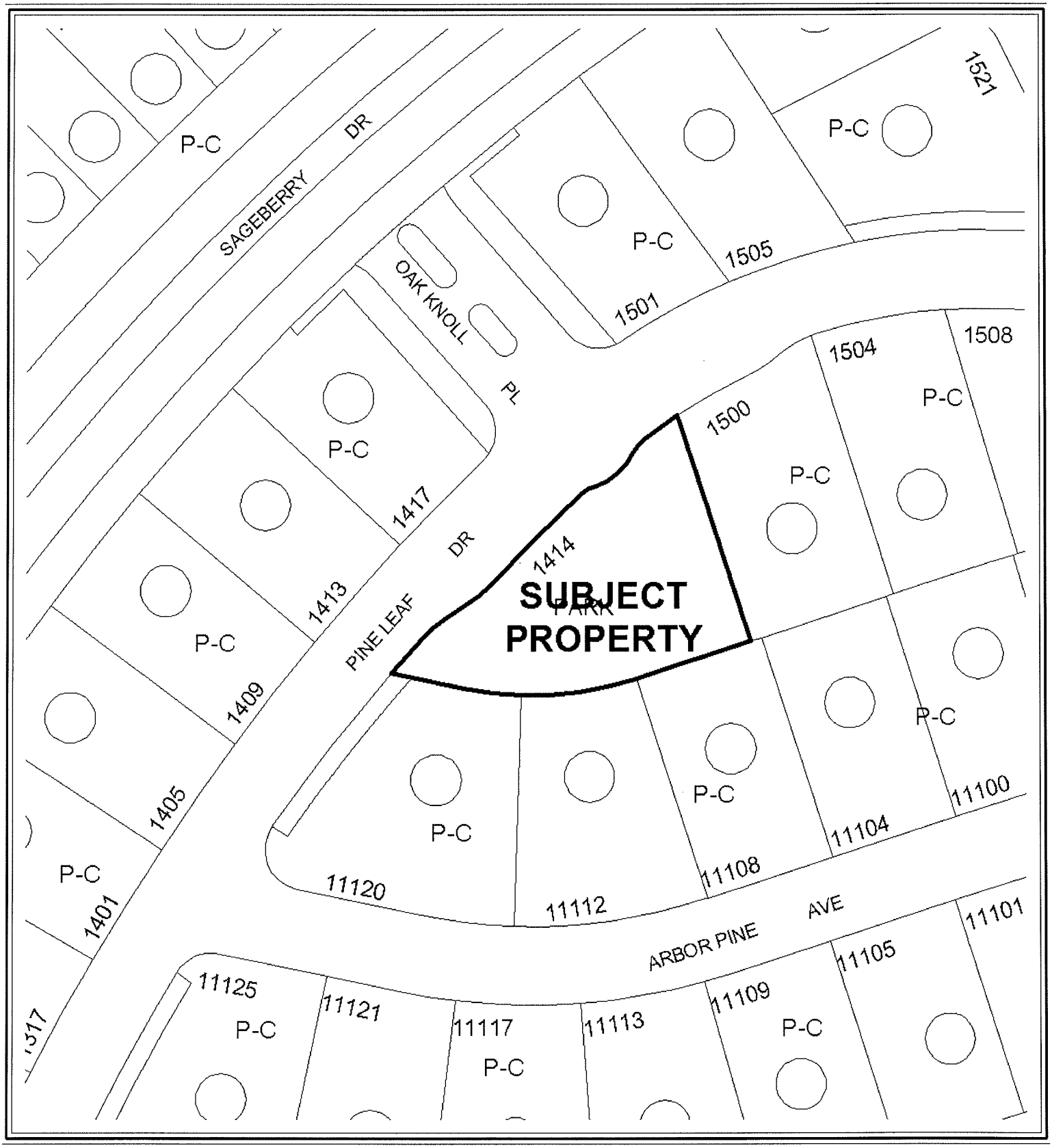
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-36626 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: WOODLANDS HOME OWNERS ASSOCIATION - Request TO ALLOW THE OPERATION OF A 359 SQUARE-FOOT WATER FEATURE WITHIN A PARK located at 1414 Pine Leaf Drive (APN 137-26-514-039), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Approval Letter from Summerlin North



CASE: **DIR-36626**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)



0 100 200 Feet

CASE: **DIR-36626**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-36626 – WATER FEATURE EXEMPTION-
APPLICANT/OWNER: WOODLANDS HOME OWNERS ASSOCIATION

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. The applicant shall pay a fee to the City through the Planning and Development Department an amount of $3,340.00 to operate the water feature through December 31, 2009. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid.

2. The applicant shall post a sign at the water feature to indicate an exemption has been received allowing its operation.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Water Feature Exemption to allow the operation of an existing 359 square-foot water feature in a park of a residential planned development located at 1414 Pine Leaf Drive.

ANALYSIS

The applicant is requesting to activate an existing 359 square-foot water feature. The fountain was constructed in 1999, located within a park at the entrance of a residential planned development. Under current drought conditions, a maximum of 25 square feet is permitted without receiving an exemption. The water feature at the subject site exceeds the maximum permissible area by 334 square feet. The applicant proposes no reduction in turf; therefore, Title 14.11.190 will require the applicant to pay an initial fee of $10.00 per square foot of surface area that exceeds the allowable 25 square feet permitted, a cost totaling $3,340.00. In subsequent years beginning January 1, 2011, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert Conditions to continue operating the water feature.

FINDINGS

The applicant has been notified of the applicable costs, and agrees to comply with the requirements outlined in Title 14.11. Staff is recommending approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-36626 APN: _____

Name of Property Owner: THE WOODLANDS HOA

Name of Applicant: MIKE MALONEY, PRESIDENT FOR THE WOODLANDS

Name of Representative: BARBARA PARKER

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: THE WOODLANDS, HOA
AUTHORIZED AGENT

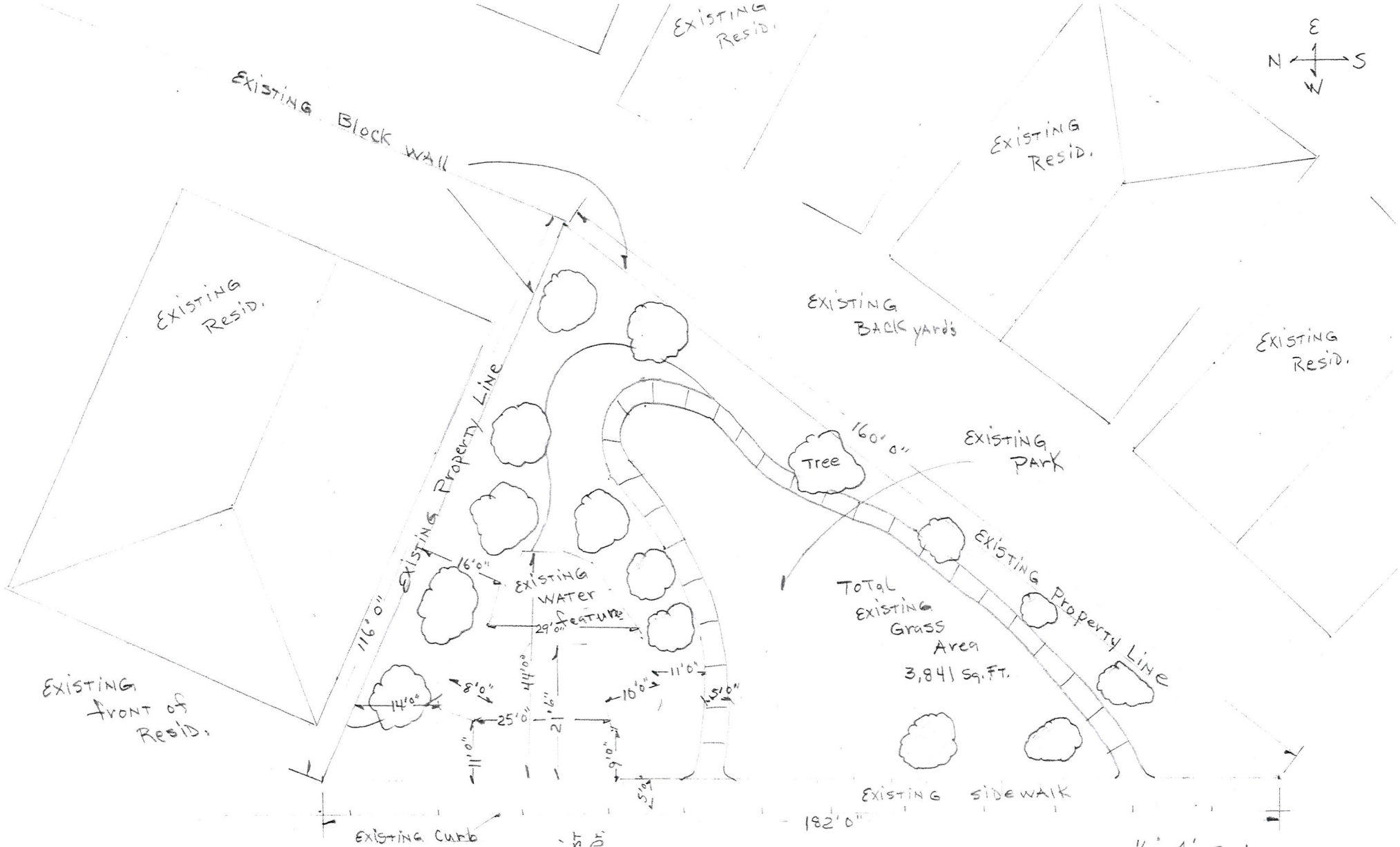
Print Name: BARBARA PARKER

Subscribed and sworn before me

This 24th day of September, 2009

Notary Public in and for said County and State

GINGER ALLEN
Notary Public State of Nevada
No. 05-98068-1
My appt. exp. Mar. 29, 2013



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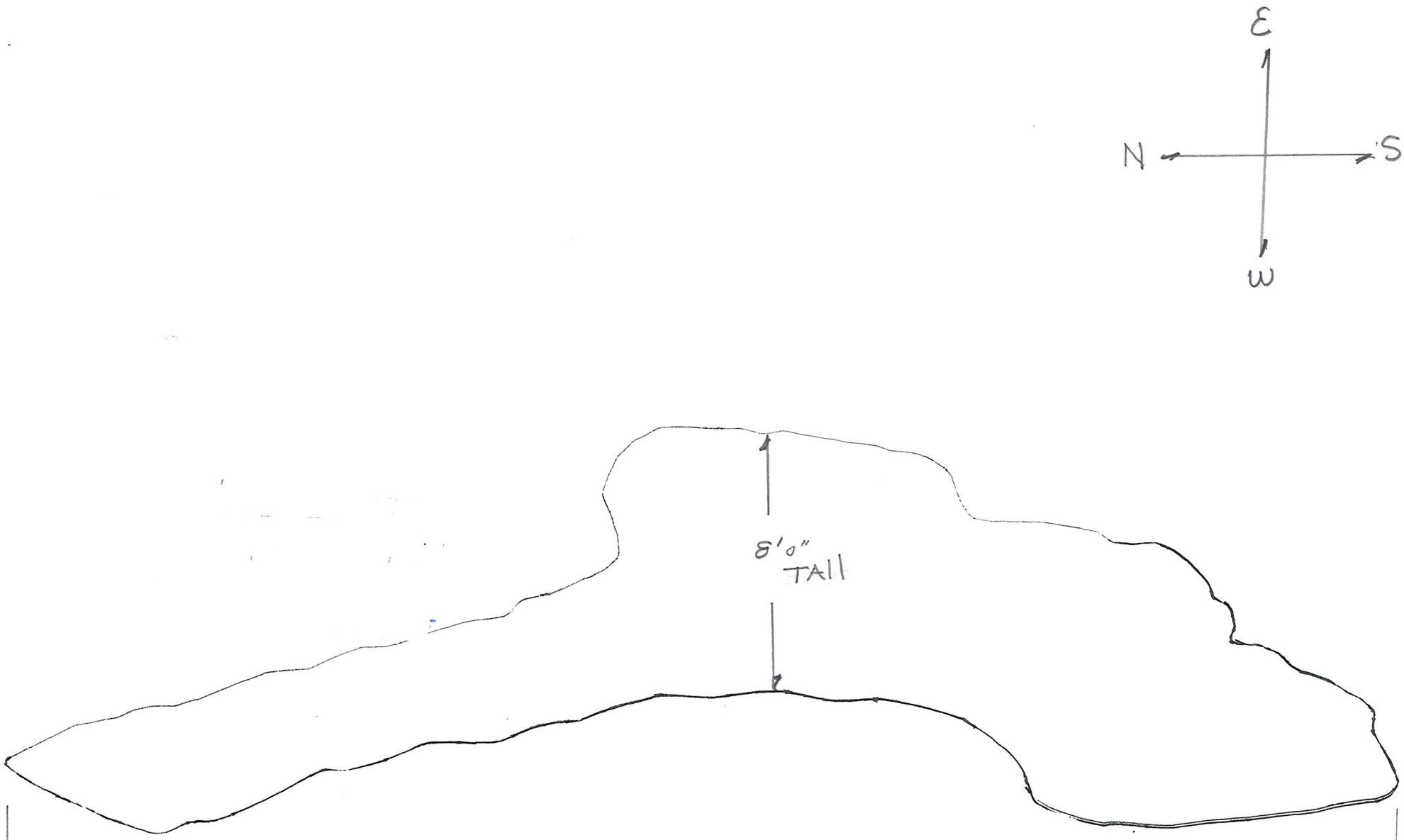
NOV 06 2009

DIR-36626
12-16-09 CC



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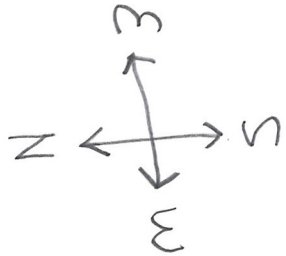
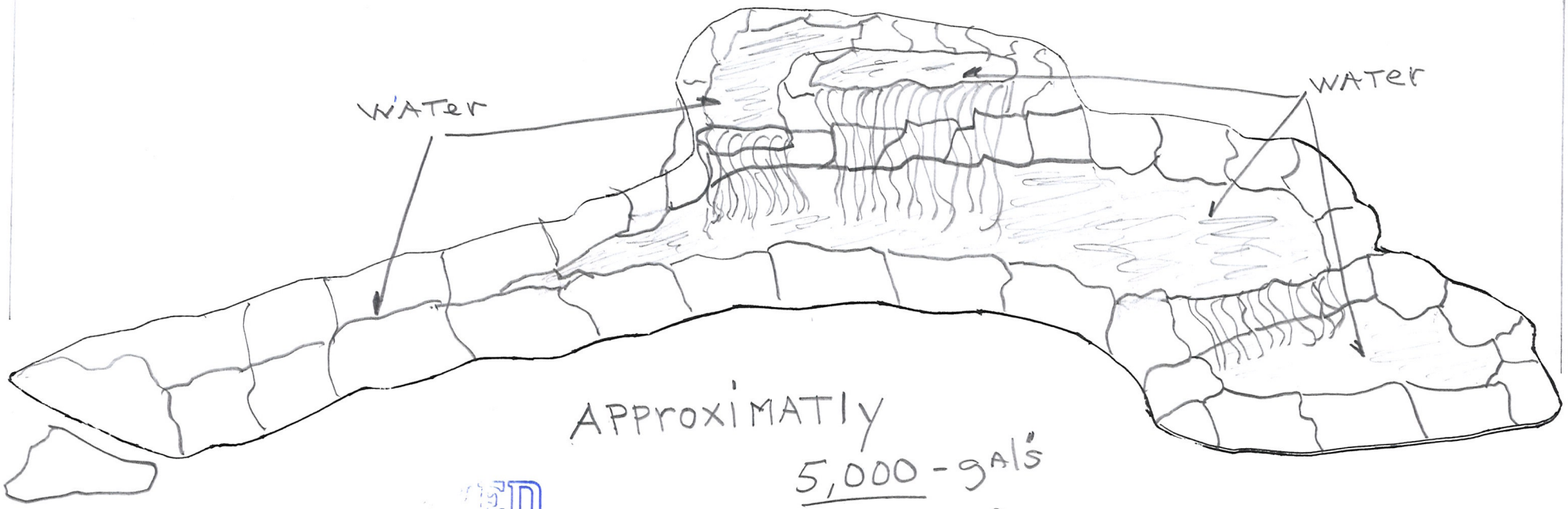
DIR-36626
12-16-09 CC



32'0"

Existing - waterfall feature



Approximatly

5,000 - gals

359 - sq. Ft. of Surface Area

WATer Line 20" deep Thu-out (4) - Areas

NOV 05 2009

DIR-36626

12-16-09 CC



DIR-36626
12-16-09 CC

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NOV 06 2009

H&L
REALTY & MANAGEMENT COMPANY
Your Key To Success!

September 29, 2009

City of Las Vegas
Planning & Development Department
Las Vegas, NV 89125

Dear Sir or Madam:

Please consider this letter as a "Justification Letter" for the purpose of having the water feature for The Woodlands Community re-activated.

The fountain has been out of service for some time now and the Community would like to have it turned back on as it is a signature design for the Association and an object of tranquil beauty!

The park, where the fountain is housed, is small in body and the fountain is the main focal point. It is worse than a shame to have this wonderful piece of art still and broken.

The Community is looking to your Department for approval to have this water feature repaired and turned back on.

We look forward to your reply and hope that it is a positive one.

Thank you,

Barbara Parker, CAM
H&L Realty
For
The Woodlands Homeowners Association

Cc: Board of Directors

RECEIVED
NOV 06 2009

DIR-36626
12-16-09 CC

EQUAL HOUSING OPPORTUNITY REALTOR® AMO

720 South Fourth Street, Suite 201 • Las Vegas, Nevada 89101 Mailing Address: P.O. Box 7440 • Las Vegas, Nevada 89125
Property Management (702) 385-5611 Commercial Brokerage & Leasing (702) 385-3226
FAX: 702-385-3759 E-Mail: support@hlrealty.com or accounting@hlrealty.com

SUMMERLIN
NORTH
COMMUNITY ASSOCIATION

October 12, 2009

Barbara Parker
H&L Management Company
P.O. Box 7440
Las Vegas, NV 89125

Re: Water Feature

Dear Ms. Parker:

We are in receipt of your request to re-activate the water feature for The Woodlands.

Please be advised that Summerlin North has no opposition to the re-activation of the entry water feature. It is our understanding that there will be no architectural change to the existing water feature. Further, it is understood that Summerlin North Community Association assumes no responsibility for the maintenance, water, permit or any other cost associated with the operation of the water feature.

We wish you the best of luck in securing the exemptions you need to re-activate the entry water feature.

Sincerely,

Diane Kugler

Diane Kugler
Design Review Administrator

RECEIVED
NOV 06 2009

DIR-36626
12-16-09 CC

2120 SNOW TRAIL, LAS VEGAS, NEVADA 89134
TELEPHONE (702) 838-5500 FAX: (702) 256-2585

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:

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

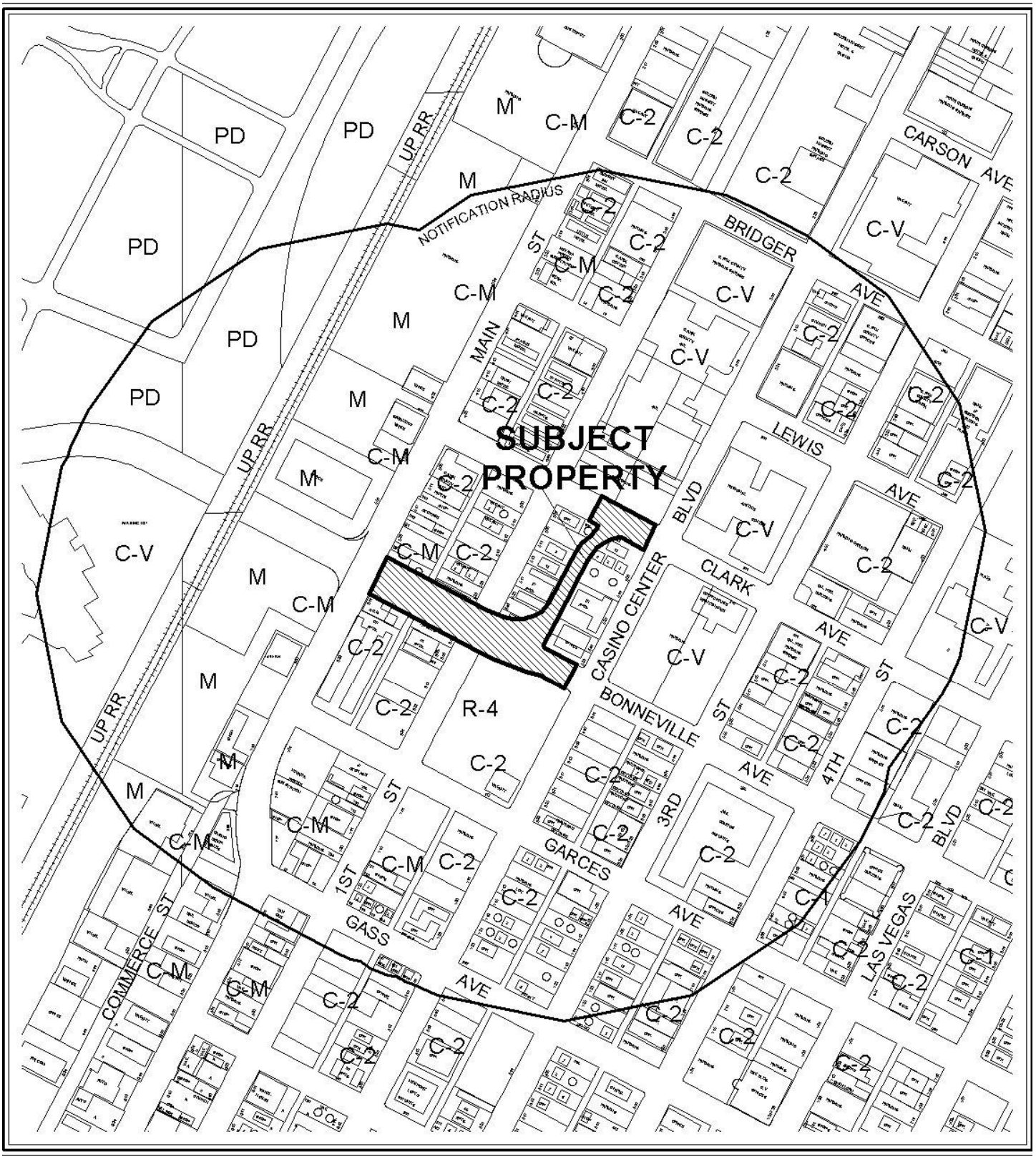
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 6



0 400 800 Feet

CASE: **GPA-35729**

RADIUS: 1000 FT



CASE: **GPA-35729**
RADIUS: 1000 FT

0 400 800 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC ET AL, ET AL

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 4, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the Master Plan of Streets and Highways and modify Map 2A of the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan to add a Secondary Collector to connect Bonneville Avenue with Clark Avenue between Casino Center Boulevard and First Street, and to reclassify Bonneville Avenue from an 80-foot Secondary Collector to a 125-foot Parkway Arterial between Casino Center Boulevard and Main Street. Clark Avenue and Bonneville Avenue are currently classified as 80-foot Secondary Collectors connected by a 20-foot public alley. The affected parcels contain a mix of single family dwellings, multi-family dwellings, offices, light commercial uses and vacant land.

The purpose of the amendment is to allow for eventual construction of a one-way couplet that will make Bonneville Avenue and Clark Avenue the primary east-west connector between downtown and the freeway system. An additional segment is needed to connect westbound traffic on Clark Avenue to the westbound lanes of Bonneville Avenue at First Street.

The proposed amendment will be compatible with the streetscape requirements of the Downtown Centennial Plan. Because the proposed amendment would allow for the improvement of mobility in downtown through increased traffic capacity; wider sidewalks for pedestrians; the addition of bicycle lanes; and would allow for pedestrian-friendly amenities such as lighting, landscaping and benches to be added to public rights-of-way, staff recommends approval of this request. If this request is denied, the proposed alignment and changes to the street classifications could not be made to the Master Plan of Streets and Highways and the Las Vegas 2020 Master Plan, and the existing roadways and adjacent parcels would remain unaffected.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/25/97	A deed was recorded for change of ownership on APN 139-24-311-006.
06/22/07	A deed was recorded for changes in ownership on APNs 139-34-311-007 through 009; 016 through 017; 139-34-311-023 through 031; and 139-34-302-009 relating to this site.
04/25/08	A deed was recorded for change of ownership on APN 139-24-301-008.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #6/ss).
Related Building Permits/Business Licenses	
There are no building permits or business licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting was not required for this request, nor was one held.	

Neighborhood Meeting	
09/08/09	A neighborhood meeting was held at the city of Las Vegas Development Services Center, Room 2B on September 8, 2009 from 5:30 to 6:00 p.m. One member of the public attended and had no objection to the request. Two representatives of the applicant and one staff member were present. Questions were raised regarding how right-of-way would be acquired for the proposed couplet, construction of the Bus Rapid Transit line in the area, and streetscape beautification improvements.
Field Check	
09/03/09	A field check was conducted by staff with the following observations: ▪ The subject site consists of two east-west public streets, a north-south public alley and existing single-family, multi-family and office buildings in varying condition. ▪ On street parking is available on Clark Avenue.

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	**X**		
Downtown Centennial Plan (Office Core)	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	**X**		
Downtown Overlay District	X		Y
A-O Airport Overlay District (NLV Airport – 200 Feet)	X		Y
Live/Work Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This amendment is requested to allow for future development of a one-way couplet system with Clark Avenue running westbound and Bonneville Avenue running eastbound. Bonneville Avenue will transition to two-way traffic at First Street via a new connector street feeding westbound traffic from Clark Avenue. The connector is proposed to be classified as an 80-foot wide Secondary Collector and would utilize the existing alley alignment between First Street and Casino Center Boulevard. Bonneville Avenue will be reclassified from a Secondary Collector to a Parkway Arterial. It will be designed to allow up to 125 feet of right-of-way that will include up to three travel lanes in each direction, a center turn lane, landscaped median, a bike lane, and enhanced streetscaping that will include 10-foot detached sidewalks and five-foot landscaped amenity zone. Clark Avenue will remain classified as an 80-foot wide Secondary Collector, which has a design capacity of two travel lanes in each direction with either a center turn lane or raised median with left turn pockets.

Classification of Right-of-Way (proposed changes)		
Street	**Current Classification**	**Proposed Classification**
Bonneville Avenue between Casino Center Boulevard and Main Street	Secondary Collector (80 feet)	Parkway Arterial (125 feet)
Unnamed Connector Street between Clark Avenue and Bonneville Avenue	Not classified—proposed to be added to the Master Plan of Streets and Highways	Secondary Collector (80 feet)

The purpose of the Master Plan of Streets and Highways is to promote the orderly development of land, to eliminate existing congestion and facilitate rapid traffic movement and to make provisions for anticipated future traffic needs. The proposed amendment will improve the mobility of traffic by establishing Bonneville Avenue and Clark Avenue together as the primary east-west thoroughfares linking downtown to the freeway system and surrounding neighborhoods.

Map 2A of the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan, which indicates the location and classification of streets and highways within the city limits, will be updated simultaneously with the Master Plan of Streets and Highways.

The proposed amendment will be compatible with the streetscape requirements of the Downtown Centennial Plan. The proposed amendment will not affect development of the Tortoise Trail and Art Trail, which will meet the requirements of the Downtown Centennial Plan. In addition to wider sidewalks, lighting, increased landscaping and other pedestrian-friendly amenities, the proposed improvements to the affected streets will increase traffic capacity and parking in the downtown area. Staff therefore recommends approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 144 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-35729** APN: Various

Name of Property Owner: See Property Owners Listing

Name of Applicant: City of Las Vegas / Greg McDermott

Name of Representative: City of Las Vegas / Greg McDermott

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Greg McDermott / City of Las Vegas

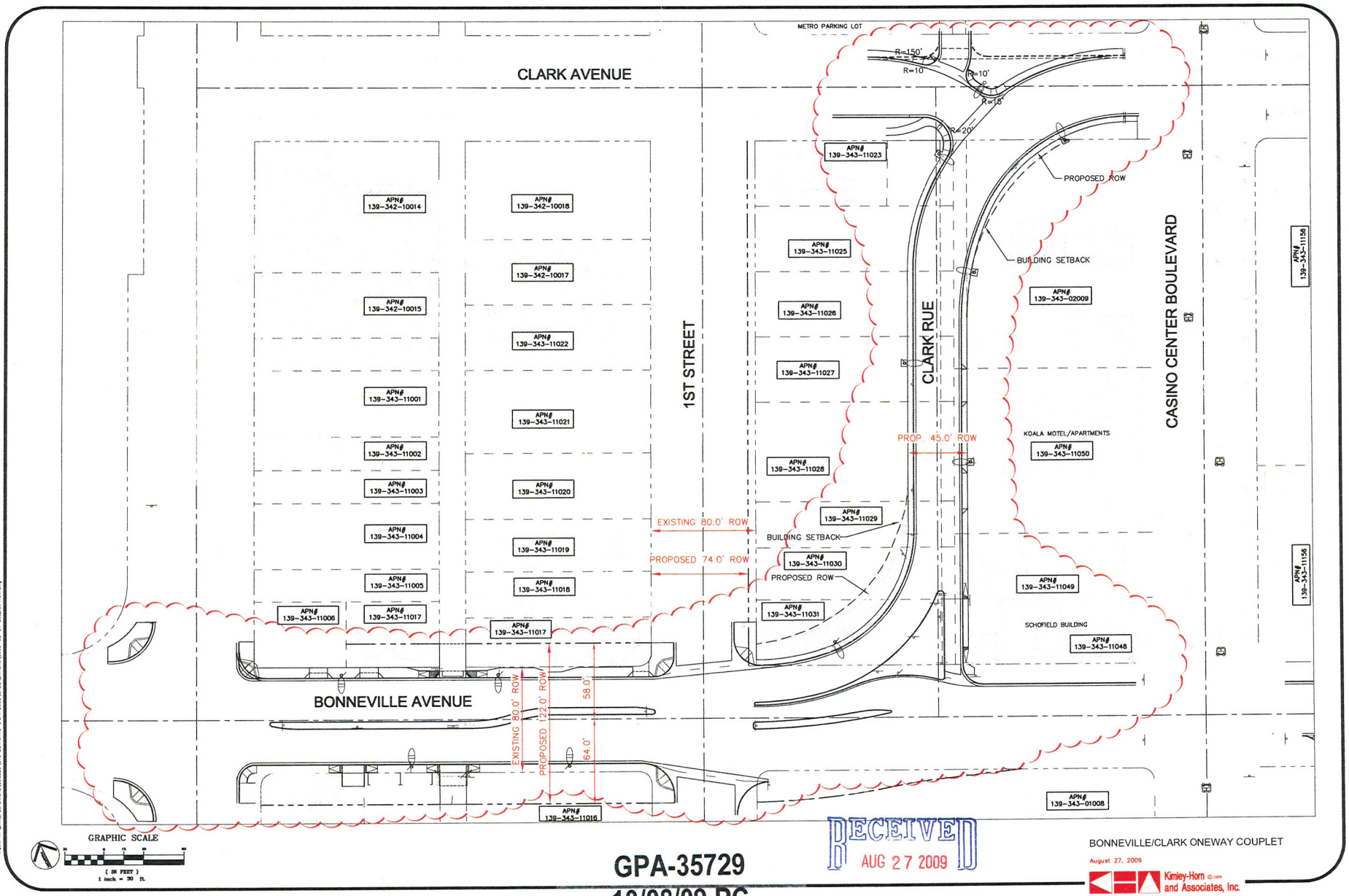
Subscribed and sworn before me

This 24 day of August, 2009

Kevin Cerny

Notary Public in and for said County and State

KEVIN CERNY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90775-1
MY APPT. EXPIRES JULY 29, 2012



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AUG 27 2009

GPA-35729
10/08/09 PC

BONNEVILLE/CLARK ONEWAY COUPLET

August 27, 2009

Kimley-Horn and Associates, Inc.



GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09



GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09



GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09



GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09



GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

DEVELOPMENT
SERVICES
CENTER

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

August 24, 2009

Doug Rankin
Manager, Current Planning
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

RE: MASTER PLAN OF STREETS & HIGHWAYS AMENDMENT – BONNEVILLE/CLARK ONE-WAY COUPLET

Dear Mr. Rankin:

Please accept this letter as justification to amend the City's Master Plan of Streets & Highways to add a secondary collector to connect Bonneville Avenue with Clark Avenue between Casino Center Boulevard and First Street, and to reclassify Bonneville Avenue from an 80-foot secondary collector to a 125-foot parkway arterial between Casino Center Boulevard and Main Street.

The Bonneville/Clark One-Way Couplet will improve the mobility of traffic through downtown Las Vegas by serving as the primary east-west connector, which will link Downtown to interstates and surrounding neighborhoods. This project will enhance the capacity of the roadway system, increase parking, provide wider walkways with streetscapes (landscaping), lighting, and other amenities that will be "pedestrian-friendly". Both Bonneville and Clark Avenues are already on the City's Master Plan of Streets & Highways as 80-foot collectors and will be converted to a one-way couplet system. The new roadway connection west of Casino Center will connect westbound traffic on Clark Avenue to Bonneville Avenue.

Please feel free to contact me at 229-6541 should you have any questions regarding our request.

Respectfully,

Greg McDermott
Engineering Project Manager
Public Works

cc:
Jorge Cervantes, P.E. – Director, Public Works
Cheri Edelman, P.E. – Deputy Director/City Engineer, Public Works
Bart Anderson, P.E. – Project Manager, Public Works

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5
Stavros S. Anthony, Ward 4

City Manager
Elizabeth N. Fretwell

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

GPA-35729

f:\#depot\engineering_planning\pavement management\master plans\master plan of streets & highways\bonneville clark mpsh.doc

10/08/09 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

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

RECEIVED
OCT 02 2009

SUBJECT: GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *October 8, 2009* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

Signature — 10/2/09 Date

Greg McDermott
Please print name

City of Las Vegas
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 10/2/09 Item 6

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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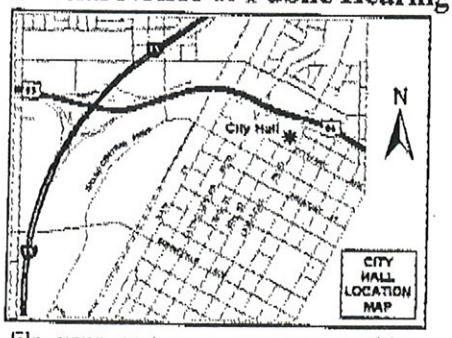
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 06 2009

Case: GPA-35729

13934311006
PETO FAMILY TRUST ETAL
550 E CHARLESTON BLVD #F
LAS VEGAS NV 89104-1303

GAV0511 8310A

Submitted after final agenda
Date 10/6/09 Item 6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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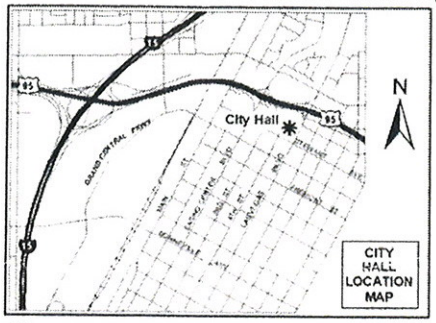
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 07 2009

Case: GPA-35729
13934210004
OAKBROOK REALTY & INVEST II LLC
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

GAVDS11 60181

Submitted after final agenda

Date 10/7/09 Item 6A

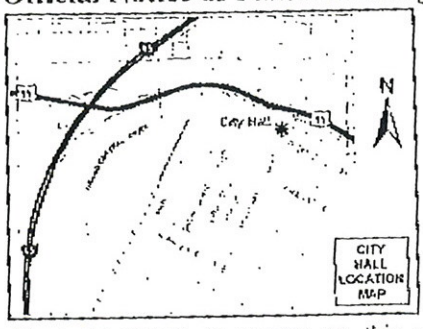
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST-CLASS

$ 00.41

Return Service Requested

Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: GPA-35729

13934312107
ROLLINS FAMILY TRUST
353 E BONNEVILLE AVE #413
LAS VEGAS NV 89101-6651

GAVDS11 89101

Submitted after final agenda

Date 10/5/09 Item 6A

P.1/1
TO: 7023824803
7028938790
SEP-28-2009 09:33A FROM:

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

09-25-09

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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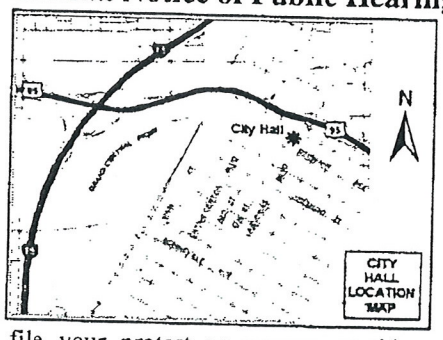
RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-35729

Planning Commission Meeting of 10/8/2009

Case: GPA-35729

13934310016
DECARO RUSSIANO
710 S 1ST ST
LAS VEGAS NV 89101-6411

GAVDS11 89101

6A

City of Las Vegas

Agenda Item No. 140

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2005

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
SPECIAL USE PERMIT

SUP-6505 - PUBLIC HEARING - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: BLALOCK FAMILY TRUST & MARC PROPERTY, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED USE DEVELOPMENT adjacent to the northwest corner of First Street and Bonneville Avenue (APNs 139-34-311-017 through 022), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	3
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report
4. Justification letter
5. Submitted at meeting - Protest letter packet and Citizens Objection packet by John Enomoto, Joan Huey Kane, Vicki Ham and Jeanne Ham Peto for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]
6. Passed out at meeting but not submitted for the record - Graphic booklet of LiveWork Project by JMA Architecture Studios for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]

MOTIONS:

TARKANIAN - APPROVED subject to conditions and an additional condition as record for the record as follows:

- Coordinate with the City Engineer's office to discuss the Bonneville Avenue/Clark Avenue couplet project to determine impacts to this site plan prior to the submittal of a map for this site or the submittal of any construction drawings. If the applicant proposes to realignment the Bonneville/Clark couplet connector, the applicant shall dedicate or obtain dedication of all necessary rights-of-way to realign the proposed First Street connector prior to the submittal of any construction drawings or the submittal of a map for this site that would incorporate such proposal.

- UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing for Item 140 [SUP-6505] and Item 141 [SDR-6503] open.

COUNCILMAN REESE read a protest letter from the adjacent property owners and submitted it for the

Submitted at Planning Commission

Date 10/8/09 Item 6

MINUTES - continued:

record.

GREG BORGEL, 300 South Fourth Street, appeared on behalf of the applicant. This is one block of an overall downtown development covering five blocks. The development is substantially consistent with mixed use goals of the City outlined in the Centennial Plan. The project is recommended for approval by both the Planning Commission and staff. Left for final determination is the one-way couplets to connect Clark and Bonneville via either First Street or the alleyway. However, this residential project with a commercial component is prepared to go forward independent of that determination. The intent is to rent a substantial portion of the units, although they will be built to condominium standard. This project will assist in resolving the major difficulty with the lack of comparable rentals downtown. That will provide all developers with a key to future financing for similar projects, drawing residential uses downtown.

JOHN ENOMOTO, 523 South Main Street, JOAN HUEY KANE, VICKI HAM and JEANNE HAM PETO read statements and reviewed a submitted presentation packet. They outlined additional concerns with the dimensions of the property, potholes in the unimproved alley, high tension wires, potential redevelopment in the area, siting of the monorail and other mass transportation facilities, traffic impacts, revisions to the plan during the process and a lack of consideration for long-term and life-long property owners in the area.

MAYOR GOODMAN assured MR. ENOMOTO that the process has been conducted in the open. CITY MANAGER SELBY confirmed that the Council action took place more than a year ago based on a consultant's report involving one-way couplets that included this location. MARGO WHEELER, Director of Planning and Development, clarified that the couplet issue was part of and addressed during the debate prior to adoption of the Downtown Centennial Plan in 2000. COUNCILWOMAN TARKANIAN stressed that the couplet alignment that would take a portion of the land owned by the concerned property owner has been addressed by the developer.

MS. KANE stated that there had been no notification regarding the realignment. As property owners, they only found out because of a comment made by MR. BORGEL. They opposed several alternatives proposed. While the efforts of the City are appreciated, they are concerned that the acceptable option supported by the developer may change again. She and her fellow property owners will accept written stipulation from MR. MITCHELL. The issue of the high power lines are still under negotiation with Nevada Power. MAYOR GOODMAN advised MS. KANE to keep her discussion to the application on the agenda and not stray to the couplet or other area issues. MS. KANE explained that the concern identified by COUNCILWOMAN TARKANIAN on the property owners' behalf is not with the size of the building, but the impact of the appearance of the project.

STEVEN "CAPTAIN TRUTH" DEMPSEY urged MS. PETO to research the Supreme Court ruling on Leto. He expressed concern that that ruling allows a board to take away private property and the country is going in the wrong direction. MAYOR GOODMAN responded that the Council has a policy that the City will not take from private owner and give to private owner, regardless of the court rulings that doing so is an appropriate vehicle for redevelopment.

MR. BORGEL requested the Council make its determination based solely on the project itself. It will

MINUTES - continued:

be built regardless of the placement of the couplets and MR. MITCHELL has stipulated that there will be no opposition to locating the one-way couplet in a manner not to impact the other property owners. However, MR. MITCHELL does not make that ultimate determination, the City does. The developer will accommodate the City by providing those parts of the project property necessary as part of the overall development.

COUNCILWOMAN TARKANIAN commented on the difficulty with addressing certain issues based on the manner in which the application is agendaed. She confirmed with DEPUTY CITY ATTORNEY BRYAN SCOTT that it would be appropriate to request a letter confirmation of the commitment or stipulation made for the record. MR. BORGEL agreed that such a letter would be provided and reminded the Council that this developer will be back many times for the remainder of the five blocks of development.

BART ANDERSON, Public Works, read an amendment to Condition 14 for the related site development review plan in order to condition the stipulation made. MR. BORGEL questioned the dedication language as involving that land controlled by the developer. MR. ANDERSON explained that the developer is accepting responsibility to acquire the land needed should the developer wish to realign the couplet in a manner involving others' properties. MR. BORGEL concurred with the condition amendment. DEPUTY CITY ATTORNEY SCOTT added that the amended condition to the site development plan review should also be incorporated as a condition for the special use permit as well.

COUNCILMAN BROWN confirmed with MR. ANDERSON that Council action on the project would not limit the City or Regional Transportation Commission in designing future transportation with flexibility. CHARLES KAJKOWSKI, Public Works, added that the City is pursuing the First Street alignment, but does not object to the developer's proposal to utilize the alleyway so long as the developer can make it work.

MAYOR GOODMAN declared the Public Hearing for Item 140 [SUP-6505] and Item 141 [SDR-6503] closed.
(2:52 - 3:28)
4-473

CONDITIONS:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Mixed-Use development.

2. Approval of and conformance to the Conditions of Approval for a Site Development Plan Review (SDR-6503), date stamped 04/12/05.

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

4. All City Code requirements and design standards of all City departments must be satisfied.

City of Las Vegas

Agenda Item No. 141

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2005

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-6505

SDR-6503 - PUBLIC HEARING - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: BLALOCK FAMILY TRUST & MARC PROPERTY, LLC - Request for a Site Development Plan Review FOR A 25 STORY MIXED USE DEVELOPMENT TO INCLUDE 280 RESIDENTIAL UNITS AND 20,000 SQUARE FEET OF COMMERCIAL FLOORSPACE AND WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN BUILDING STEP-BACK AND BUILD-TO REQUIREMENTS on 1.20 acres adjacent to the northwest corner of First Street and Bonneville Avenue (APNs 139-34-311-017 through 022), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report
4. Justification letter
5. Submitted at meeting - Protest letter packet and Citizens Objection packet by John Enomoto, Joan Huey Kane, Vicki Ham and Jeanne Ham Peto for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]
6. Passed out at meeting but not submitted for the record - Graphic booklet of LiveWork Project by JMA Architecture Studios for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]

MOTIONS:

TARKANIAN - APPROVED subject to conditions and amending Condition 14 as follows:
14. Coordinate with the City Engineer's office to discuss the Bonneville Avenue/Clark Avenue couplet project to determine impacts to this site plan prior to the submittal of a map for this site or the submittal of any construction drawings. If the applicant proposes to realignment the Bonneville/Clark couplet connector, the applicant shall dedicate or obtain dedication of all necessary rights-of-way to realign the proposed First Street connector prior to the submittal of any construction drawings or the submittal of a map for this site that would incorporate such proposal.
- UNANIMOUS

MINUTES:
NOTE: See Item 140 [SUP-6505] for all related discussion.
(2:52 - 3:28)

CONDITIONS - continued:

Public Works

14. Coordinate with the City Engineer's office to discuss the Bonneville Avenue/Clark Avenue couplet project to determine impacts to this site plan prior to the submittal of a map for this site or the submittal of any construction drawings.

15. Coordinate with the City Surveyor prior to the submittal of a Map for this site to determine mapping options; comply with the recommendations of the City Surveyor.

16. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

17. Landscape and maintain all unimproved rights-of-way, if any, on Bonneville Avenue and First Street adjacent to this site.

18. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Bonneville Avenue and First Street public right-of-way adjacent to this site prior to occupancy of this site.

19. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way.

20. Extend public sewer in First Street to the southern edge of this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

21. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of map subdividing this site, whichever may occur first. Provide and improve all drainageways as recommended.

22. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings, or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this

MINUTES - continued:

4-473

CONDITIONS:

Planning and Development

1. Approval of an application for a Special Use Permit (SUP-6505) by the City Council.

2. This Site Development Plan Review shall expire two years from the date of final approval unless i is exercised or an Extension of Time is granted by the City Council.

3. All development shall be in conformance with the site plan and building elevations, date stampec 04/12/05, except as amended by conditions herein. A color chart of the building's materials shall be submitted and approve by staff of the Department of Planning and Development prior to the issuance of a building permit.

4. Waivers shall be granted in the building step-back and build-to requirements.

5. The site plan shall be revised and approved by staff of the Planning and Development Departmen staff, prior to the time application is made for a building permit to reflect the following:

- Handicapped spaces in the parking garage shall be assigned and reassigned to meet the individu needs of the residents and of customers to the commercial uses as the needs arise.
- Proposed signage for the development.

6. The applicant shall meet with staff of the Planning and Development Department to develop a comprehensive address plan for the subject site prior to the submittal of a building permit. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

7. Landscaping and a permanent underground sprinkler system being installed as required and shall bc permanently maintained in a satisfactory manner. (Failure to properly maintain required landscaping and underground sprinkler systems may result in legal action taken by the City of Las Vegas.)

8. A request for a Waiver in under-grounding utilities shall be denied.

9. All mechanical equipment shall be fully screened in views from the abutting streets.

10. Wall pack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and functioning prior to construction of the building.

13. All City code requirements and design standards of all City departments shall be satisfied.

CONDITIONS - continued:

site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, or compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

23. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this site prior to submittal of any construction drawings.

24. Meet with the Clark County School District to discuss the impact this site plan has on the District's schools, and to identify possible methods to mitigate the impacts.

25. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

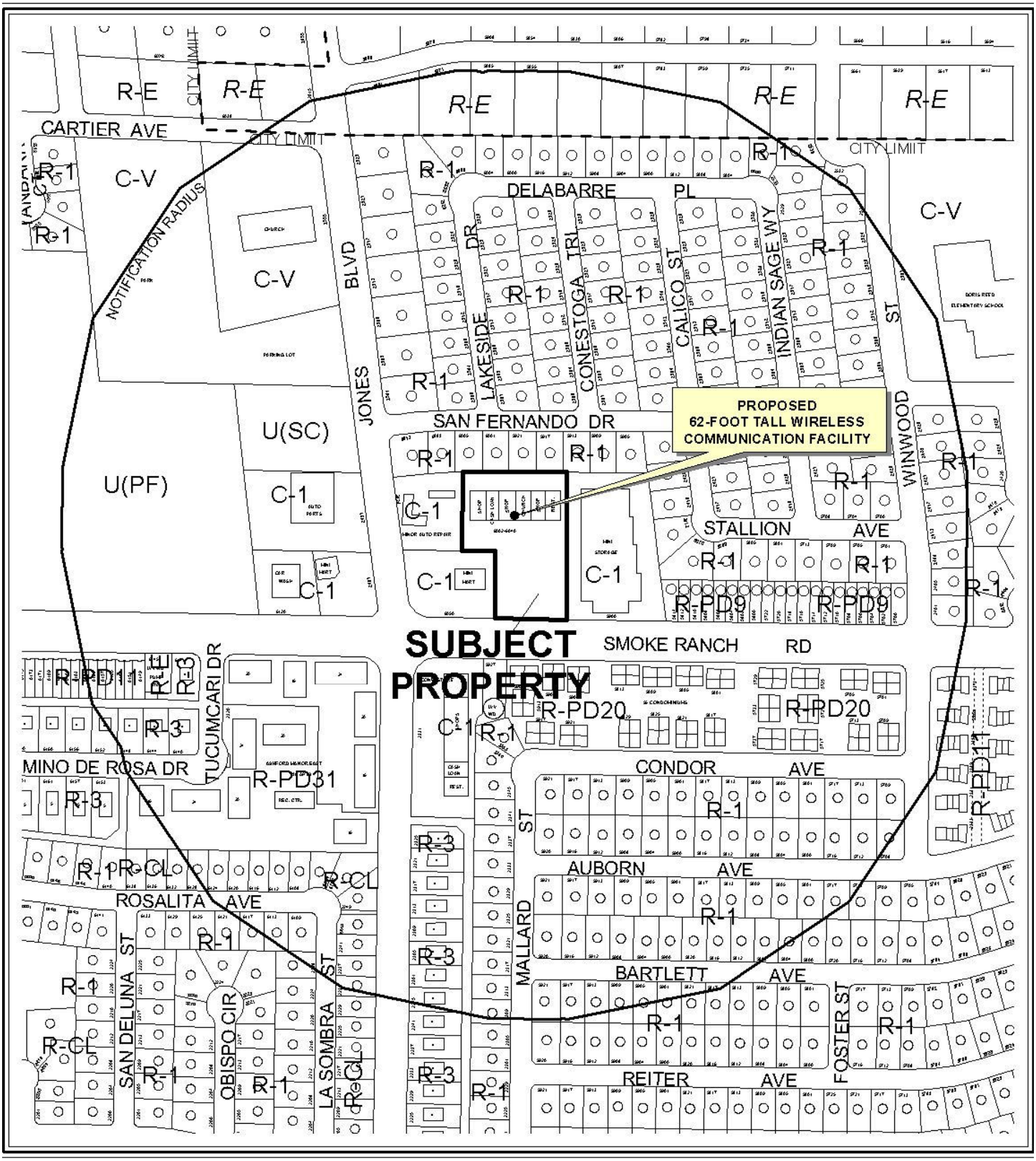
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 15



CASE: **VAR-35746**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **VAR-35746**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35746 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CTR EQUITY PARTNERS

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 4, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-35744) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a 112-foot setback where Residential Adjacency Standards require 185 feet for a proposed Wireless Communication Facility, Stealth Design (Building Feature Extension) at 6000 Smoke Ranch Road. In addition to this application, the applicant has submitted a Special Use Permit (SUP-35744) for a proposed 62-foot tall Wireless Communication Facility, Stealth Design (Building Feature Extension) on the subject property. The proposed Wireless Communication Facility will be located within the center cupola of the existing structure at the subject site. The proposed design will provide for the relocation of the existing communication antennas from their current exposed location to a more concealed "flush mounted" design reducing their profile. If this application is denied, the proposed Wireless Communications Facility will have to be redesigned or relocated to comply with Title 19.

ISSUES

- The placement of this proposed tower will not negatively affect the visual impact on the existing single-family homes to the north, as it will be concealed as part of the existing building. The subject property is suitable for the proposed use; therefore, staff recommends approval of the request.
- Approval of this Variance request is required to approve an associated request for a Special Use Permit (SUP-35744).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/05/63	The Planning Commission approved an Annexation (A-0005-63) of property located on the northwest corner of Smoke Ranch Road and Michael Way.
06/23/77	The Board of Zoning Adjustment denied a Rezoning (Z-0007-77) from R-1 (Single Family Residence) to C-2 (General Commercial on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard.
04/18/79	The City Council approved a Rezoning (Z-0023-79) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approved the request. However, the City Council Denied an Extension of Time for this application on 06/06/84. The Planning Commission recommended approval of the request.
09/02/87	The City Council approved a Rezoning (Z-0068-87) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approval of the request.
02/01/05	A deed was recorded for a change of ownership.

11/28/05	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-19827) to allow a proposed 53-foot Wireless Communication Facility, Flagpole/Monopole at 6000 Smoke Ranch Road.
04/30/07	A Code Enforcement citation (#52731) was issued for illegal signage at 6002 Smoke Ranch Road. Code Enforcement closed the case on 05/08/07.
06/13/08	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-28092) to allow the placement of three roof-mounted antennas at a height of 42 feet to an existing commercial building on 1.83 acres located at 6000 Smoke Ranch Road.
08/20/08	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-28845) for a proposed 80-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road.
11/05/08	A Code Enforcement citation (#71417) was issued for graffiti on a Flagpole at 6000 Smoke Ranch Road. Code Enforcement closed the case on 02/25/09.
11/20/08	The Planning Commission denied a Special Use Permit (SUP-30343) for a proposed 70-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road. Staff recommended denial of the request.
05/29/09	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-34405) for a 20-foot tall cupola extension to an existing building for a Wireless Communication Facility, Stealth Design located at 6000 Smoke Ranch Road.
06/12/09	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-34438) for the co-location of three (3) antennas and three (3) microwave dish antennas at the 37-foot, 5-inch centerline inside of an existing 53-foot tall Wireless Communication Facility, Stealth Design (Flag Pole) located at 6002 Smoke Ranch Road.
10/08/09	The Planning Commission recommended approval of companion item SUP-35744 concurrently with this application. The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #15/jb).
Related Building Permits/Business Licenses	
12/08/05	A Building Permit (#5008550) was issued for a flagpole antenna at 6002 Smoke Ranch Road. The building permit expired on 01/20/07.
02/08/06	A Building Permit (#59313) was issued for a wall enclosure for a cellular facility at 6002 Smoke Ranch Road. The building permit was finalized on 08/14/08.
07/10/08	A Building Permit (#119716) was issued for a rooftop cellular facility at 6000 Smoke Ranch Road. The building permit has not received a final inspection.
06/24/09	A Building Permit (#142164) was issued for a collocation of antennas on an existing cellular facility at 6002 Smoke Ranch Road. The building permit has not received a final inspection.

Pre-Application Meeting	
07/22/09	A pre-application meeting was held where the submittal requirements for Variance regarding Residential Adjacency for a Wireless Communication Facility, Stealth (Building Feature Extension) Design were discussed, including Special Use Permit submittal requirements.
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	
Field Check	
09/03/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Net Acres	1.83 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Multi-Tenant Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residential	PF (Public Facilities)	C-V (Civic)
	Las Vegas Valley Water District	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
East	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store and Auto Repair Garage	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.060, the following parking standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope • North	185 Feet	112 Feet	N

ANALYSIS

The applicant is requesting a Variance to allow a 112-foot setback where Residential Adjacency Standards require 185 feet for a proposed Wireless Communication Facility, Stealth Design (Building Feature Extension) at 6000 Smoke Ranch Road. The applicant proposes to extend the existing front and center cupola on the building by 20 feet, bringing the total height of the structure to 61' 6". Currently, there are three communication antennas located on the rooftop of the building. The proposed design will provide for the relocation of the existing communication antennas from their current exposed location to a more concealed "flush mounted" design, reducing their profile.

The proposed Wireless Communication Facility will be approximately 112-feet from the residential properties to the north, which does not meet the minimum Residential Adjacency Setback requirement of 185 feet; however, the proposed use can be conducted in a manner that is harmonious with the existing and future surrounding land uses. The subject site is oddly shaped, with the existing building located on the wider section of the lot to the north, nearest to the residential development, it meets the Title 19.18.070L provision for granting of the request; therefore, staff recommends approval of this request.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships

upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

The proposed wireless communications facilities stealth design will be incorporated into the existing structure in a way that will not adversely impact visibility from the subject site or surrounding properties. Staff is recommending approval of this request as the site is oddly shaped, with the existing building located on the wider section of the lot to the north, nearest to the residential development, and meets the Title 19.18.070L provision for granting of the request

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 1

SENATE DISTRICT 3

NOTICES MAILED 441 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-35746** APN: 138-13-401-003

Name of Property Owner: Smoke Ranch CTR Equity PTNS, LLC

Name of Applicant: AT+T mobility

Name of Representative: John Wright, Black + Veatch.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes _____X_____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Darius Mohsenian

Print Name: DARIUS MOHSENIAN

Subscribed and sworn before me

This _____day of _____, 20__ See attached for Notary

_____

Notary Public in and for said County and State

Jurat

State of California

County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on this 3rd day of August, 2009 by Darius Mohsenin,

proved to me on the basis of satisfactory evidence to be the ~~person~~(s) who appeared before me.

Signature _____ (Notary seal)

SHIVA HATAMIPOUR
Commission # 1786751
Notary Public - California
Santa Cruz County
My Comm. Expires Dec 24, 2011

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

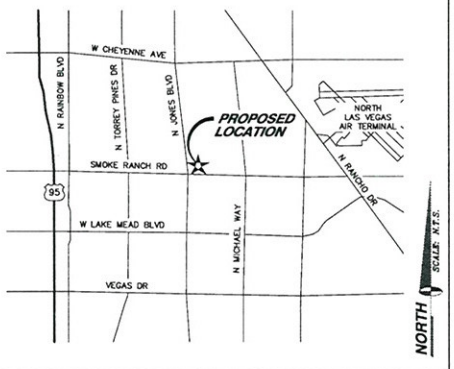
USID NO: 100846
SMOKE RANCH AND JONES
LSVGNVL680

6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF PANEL ANTENNAS AT A 54'-6" CENTERLINE MOUNTED INSIDE OF A NEW STEALTH STRUCTURE EXTENSION
- INSTALLATION OF A 20' STRUCTURE EXTENSION THAT IS TO BE PAINTED TO MATCH EXISTING BUILDING
- EXISTING ANTENNAS TO BE RELOCATED WITHIN THE NEW STEALTH STRUCTURE EXTENSION AT THE EXISTING CENTERLINE
- INSTALLATION OF INDOOR EQUIPMENT CABINET WITHIN AN EXISTING ROOM
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO CABINETS
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
at&t
3763 HOWARD HUGHES PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89109

CONTACT: JON VANDERZEE
PHONE: (702) 241-6091

LANDLORD INFORMATION
TOWER OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

CONTACT: LISA HANGER
PHONE: (702) 388-1800

PROPERTY INFORMATION
OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

AREA OF CONSTRUCTION: 154± SQ. FT.
OCCUPANCY TYPE: S-2
CONSTRUCTION TYPE: V-B
CURRENT CONSTRUCTION: LIMITED COMMERCIAL DISTRICT (C-1)
JURISDICTION: CITY OF LAS VEGAS
APN: 138-13-401-003
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION
EQUIPMENT LOCATION: ☐ OUTDOOR ■ INDOOR
EQUIPMENT SHELTER: ☐ YES ■ NO
ANTENNA LOCATION:
☐ NEW MONOPOLE
☐ SELF SUPPORT TOWER
☐ EXISTING MONOPOLE
☐ ROOF TOP
☐ EXISTING TOWER
■ OTHER: NEW STRUCTURE EXTENSION

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. INTERNATIONAL BUILDING CODE 2006 W/STATE AMENDMENTS
2. UNIFORM MECHANICAL CODE 2006
3. ANSI/EIA-222-F LIFE SAFETY CODE
4. UNIFORM PLUMBING CODE 2006
5. NATIONAL ELECTRIC CODE 2005
6. LOCAL BUILDING CODE(S)
7. CITY AND/OR COUNTY ORDINANCES
8. UNIFORM FIRE CODE 2003

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER:
T.B.D.

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
RICHARD TOMASELLO
PHONE: (702) 363-9530

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

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AUG 25 2009

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
A1	SITE PLAN	2
A2	ENLARGED SITE PLAN	2
A3	SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT	2
A4	EXISTING AND PROPOSED SOUTH ELEVATIONS	2
A5	EXISTING AND PROPOSED EAST ELEVATIONS	2

ISSUED FOR: ZONING

SHEET INDEX

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
SITE ACQUISITION		

APPROVAL LIST

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE: 07/16/09

ISSUED FOR: ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T1 REVISION: 2

LSVGNVL680

LEGAL DESCRIPTION

LOT B AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BASIS OF BEARINGS

NORTH 07°11'27" WEST, BEING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

BENCHMARK

CLARK COUNTY VERTICAL CONTROL NO. 1LVOO 24NWS
BEING A RIVET AND ALUMINUM PLATE IN TOP OF CURB SOUTHEAST CORNER OF SMOKE RANCH ROAD AND JONES BOULEVARD.

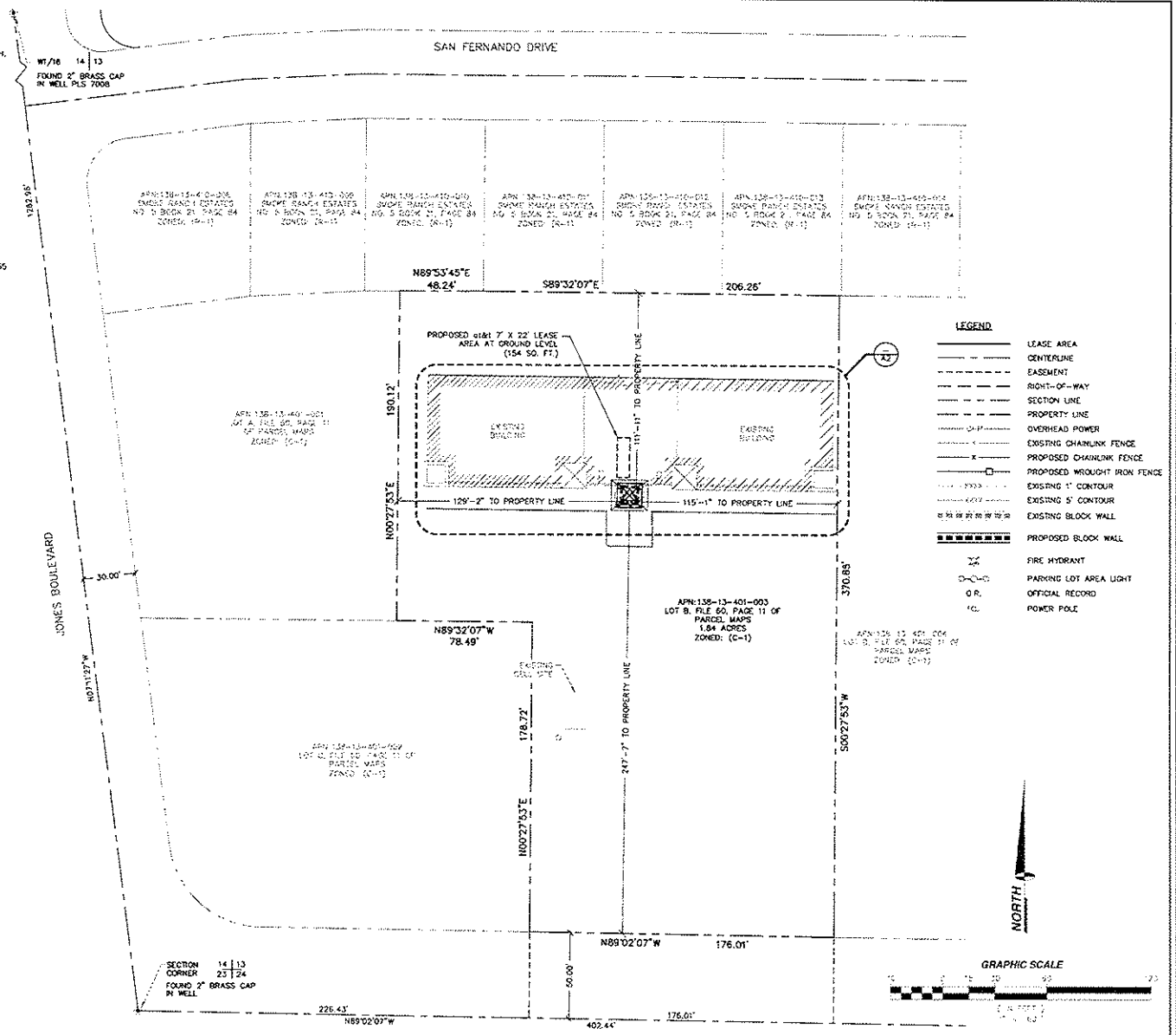
ELEVATION: 2259.99 FEET (NAVD 1988)
688.845 METERS (NAVD 1988)

FLOOD NOTE

AS SCALED FROM REVISED FLOOD INSURANCE RATE MAP NO. 32003C2155 E, DATED SEPTEMBER 27, 2002, AND PER SAID MAP: ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTES & TITLE REPORT EXCEPTIONS

SPECTRUM SURVEYING & ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED BY THE CLIENT.



SITE PLAN

SCALE: 1" = 60'

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
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PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:
SITE PLAN

SHEET NUMBER: A1
REVISION: 2
LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC

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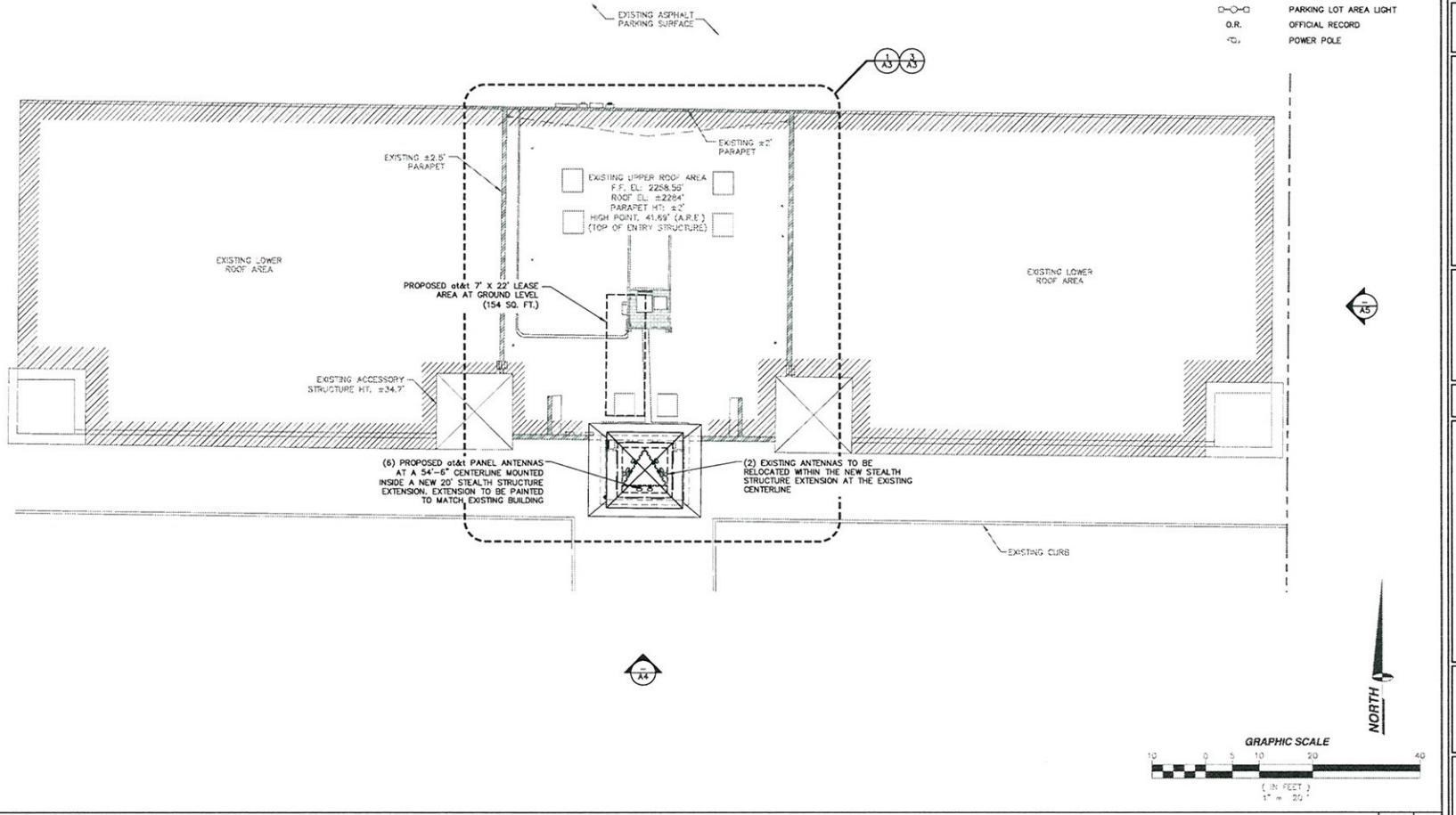

ENLARGED SITE PLAN

SCALE: 1" = 20' 1

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
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1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
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LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: A2 REVISION: 2
LSVGNVL680

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SUP-35744
10/08/09 PC

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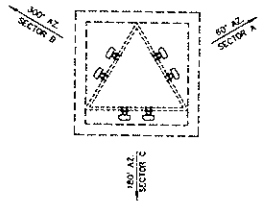


ANTENNA LAYOUT

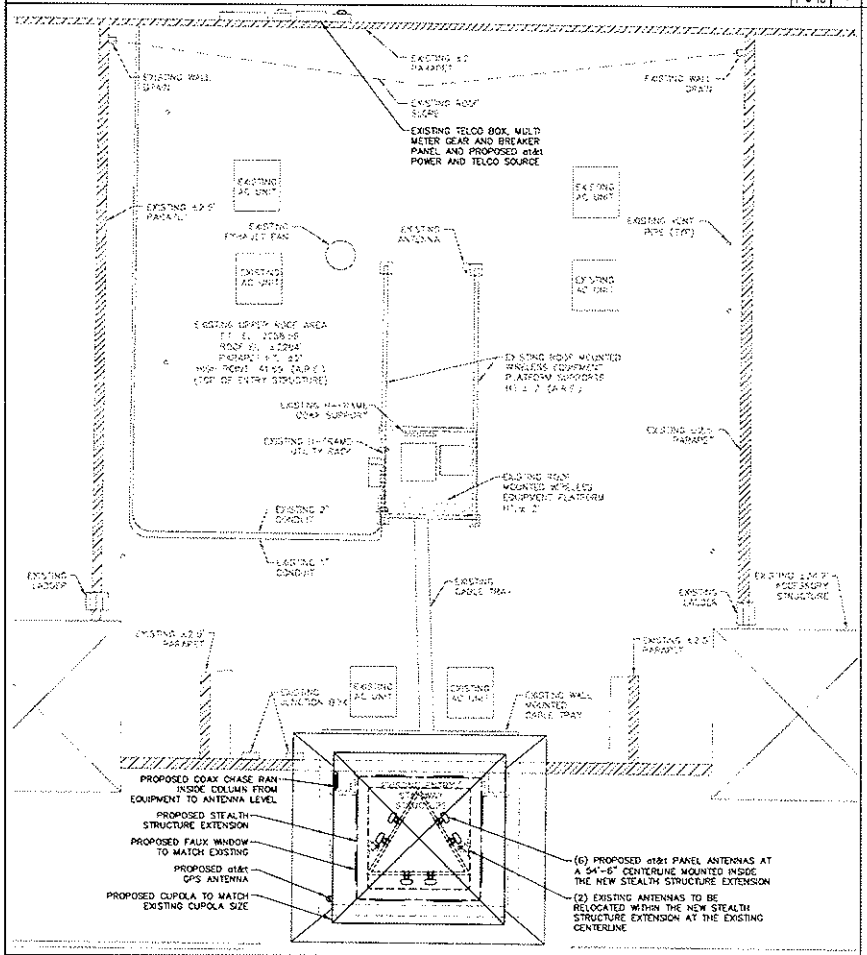
SCALE: 1" = 10' 4

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	RAD CENTER	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	60°	POWERWAVE 7785	95' ± 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR B	300°	POWERWAVE 7785	90' ± 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR C	180°	POWERWAVE 7785	75' ± 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
GPS	N/A	TRUE POSITION	90' ± 1	1/2" COAX		N/A	N/A	N/A	

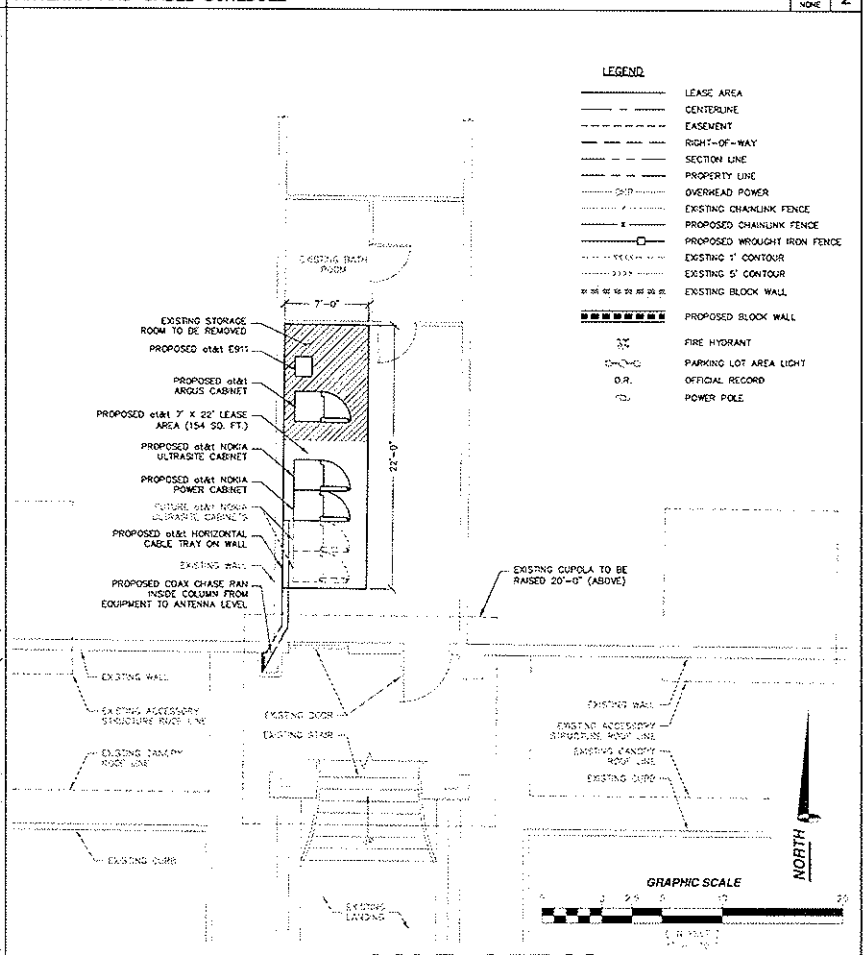
NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

ANTENNA AND CABLE SCHEDULE

SCALE: NONE 2



SITE DETAIL (ROOF TOP) SCALE: 1" = 10' 3



SITE DETAIL (GROUND LEVEL) SCALE: 1" = 10' 1

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3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

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PLANS PREPARED BY:
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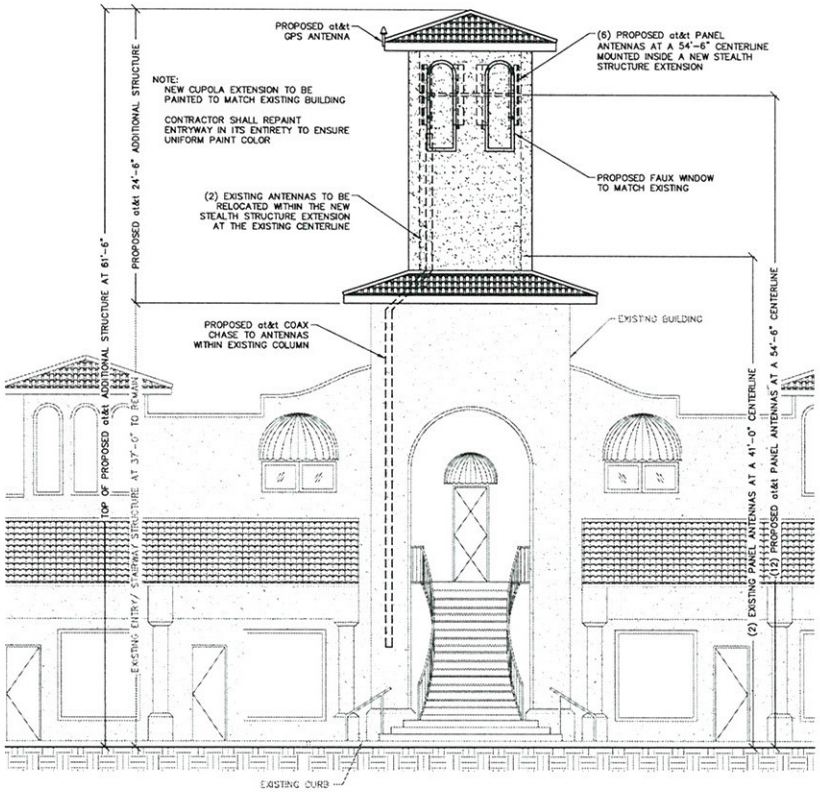
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

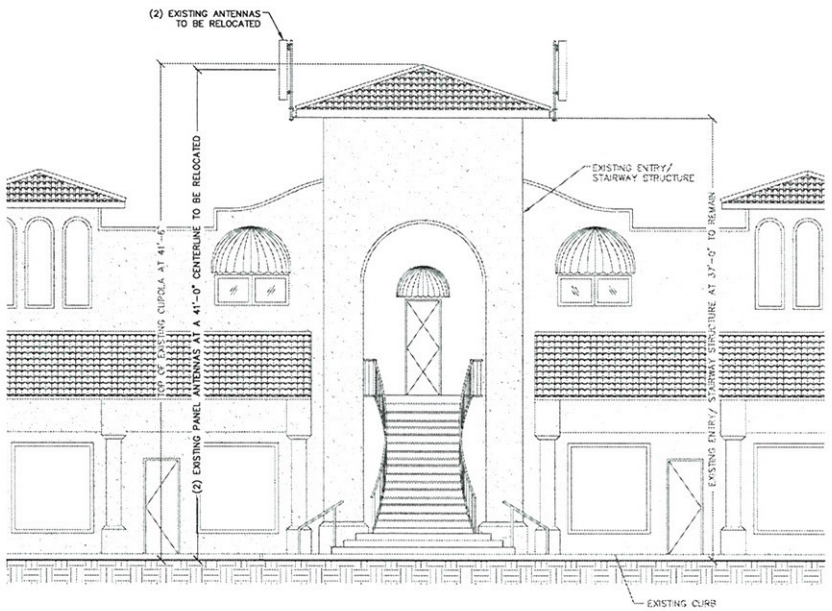
SHEET TITLE:
SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT

SHEET NUMBER: A3 REVISION: 2
LSVGNVL680



PROPOSED SOUTH ELEVATION

SCALE: 1" = 10' 2



EXISTING SOUTH ELEVATION

SCALE: 1" = 10' 1

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:

SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:

07/16/09

ISSUED FOR:

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REV.:	DATE:	DESCRIPTION:	BY:
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0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:

EXISTING AND PROPOSED SOUTH ELEVATIONS

SHEET NUMBER: A4 REVISION: 2

LSVGNVL680

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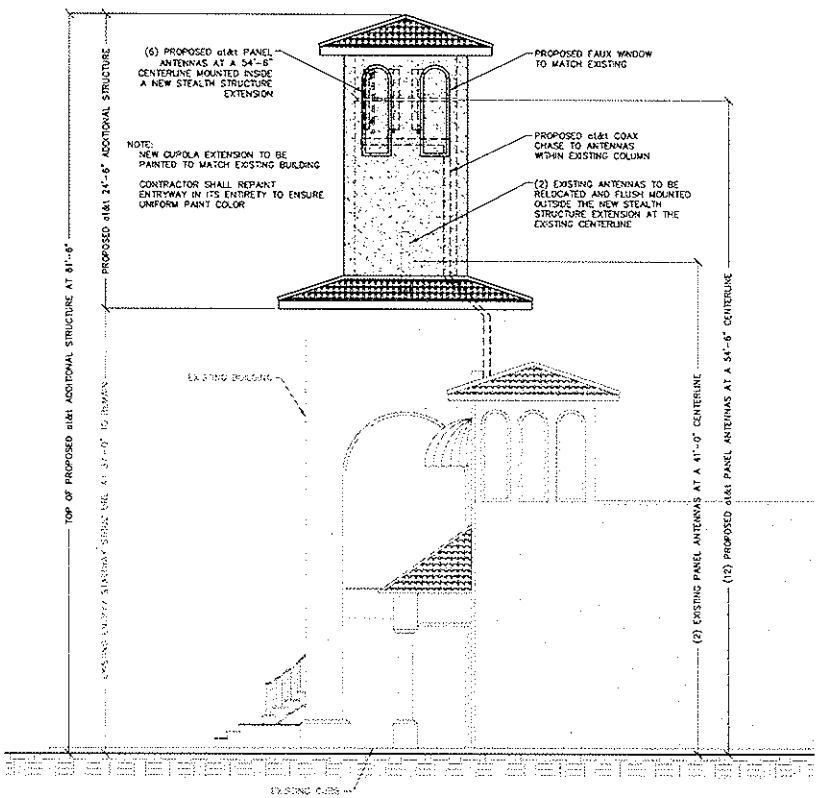
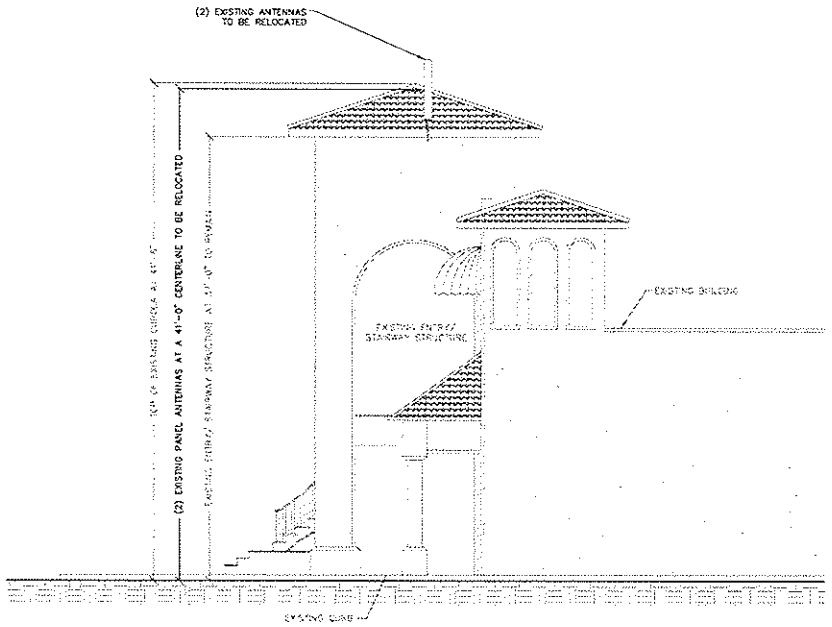


PROPOSED EAST ELEVATION — SCALE: 1" = 10' — 2



EXISTING EAST ELEVATION — SCALE: 1" = 10' — 1

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
AUG 25 2009

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
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1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:
EXISTING AND PROPOSED EAST ELEVATIONS

SHEET NUMBER: A5 — REVISION: 2
LSVGNVL680



VAR-35746 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC
6000 SMOKE RANCH ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

Project Justification Letter

AT&T LSVGNVL680
Stealth Cupola Rooftop Extension
Smoke Ranch and Jones
6000 Smoke Ranch Road
Las Vegas, NV 89108
APN # 138-13-401-003

Submitted to:

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Submitted by:

John Wright
Black & Veatch for AT&T Mobility
6 Sunset Way, Suite B108
Henderson, NV 89014
702-241-4917

RECEIVED
AUG 25 2009

VAR-35746
SUP-35744
10/08/09 PC

Introduction

AT&T Wireless requires a cell tower on the northeast corner of Smoke Ranch & Jones to provide residents, visitors and travelers with high quality, reliable wireless communications for personal, business and emergency uses through its' wireless network.

AT&T has a fully executed lease agreement with the land owner to place the proposed stealth wireless facility on the property.

Site Data

There is currently one existing tower in the parking lot at this location. It is a flag pole design with Sprint/Nextel in its available antenna locations. This pole is not design to extend and is not tall enough to accommodate AT&T's design requirements for collocation.

Cricket Wireless currently has three antennas located on the rooftop of the building. Our proposed design will provide for the relocation of Crickets antennas from their current exposed location to a more concealed "flush mount" design.

AT&T was previously denied a Special Use Permit to place a new 70' Stealth Monopine in the parking lot next to the existing Flag Pole tower. It was the opinion of Staff and the Planning Commission that another tower on the parcel, along with the proposed design of that tower, created too much of a visual obstruction on the parcel. We feel that this design addresses those concerns and improves the current wireless installation on the building.

Subsequently, AT&T was denied a CUP for this rooftop cupola extension (SDR-34405). Staff stated the need for a Major Modification to an approved Site Development Plan Review for the increase in height of the building (39') and a Variance for the setback from residential (120' where 177' is required).

Site Design

We have modified the design from that submitted for the CUP to be narrower to reduce the profile.

AT&T Wireless proposes to extend the existing front and center cupola on the building by 20'. AT&T will place it's antennas inside the new extension. We will also relocate Crickets antennas from their current exposed "popsicle stick" installation to a flush mount location, reducing their profile.

AT&T will place it' radio equipment in the ground floor lease space directly below the cupola where they will not be visible and will not occupy any parking spaces.

The base of the proposed cupola extension is 110' 7" from the nearest residential parcel to the north.

Request

AT&T Wireless respectfully requests the approval of its' 20' stealth cupola extension.

Overall placement and construction of the application will remain consistent with standards and aesthetics outlined in the City of Las Vegas codes and ordinances. The proposed stealth cupola will match the exiting architecture and color schemes of the exiting building.

VAR-35746
SUP-35744
10/08/09 PC

Submittal

All necessary documentation required by the City of Las Vegas Planning and Development Department, along with this narrative, is being submitted for processing as outlined in the City's zoning ordinance pertaining to Wireless Communications.

Summary

AT&T is applying for this building extension in order to develop and construct a clean, viable facility. This facility will expand wireless coverage for AT&T Wireless customers living, working and visiting Clark County.

AT&T Wireless is committed to developing the best wireless system for its customers while working cooperatively with the City of Las Vegas to reduce the visual impact of its facilities. AT&T Wireless will maintain thorough, meticulous and ethical design and construction standards at all times.

Thank you for your consideration.

John Wright-702-241-4917

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
CITY CLERK

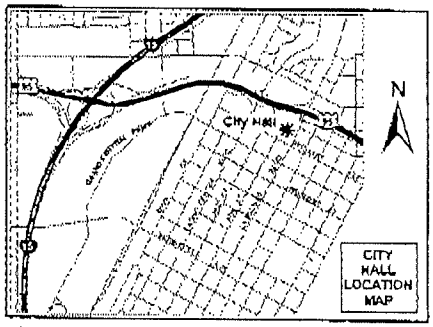
2009 OCT 26 A 7:52

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

City Council Meeting of 11/4/2009

FUQUAY R W & TERESITA
5821 W BARTLETT AVE
LAS VEGAS NV 89108-3231

APN#13824118007

HAVOS11 89108

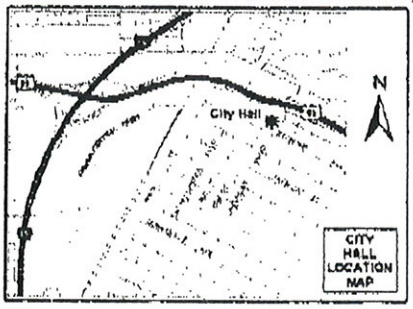
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

FAX TO:
702-385-7268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 07 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

13813401001 Case: VAR-35746
SOUTHWEST PRODUCTS CO
17128 ROSETON AVE
ARTESIA CA 90701-2644

Please use available blank space on card for your comments.
VAR-35746 & SUP-35744 THIS IS RESIDENTIAL AREA
Planning Commission Meeting of 10/8/2009 I DO NOT WANT TO
NO MORE CELL TOWER LOOK AT CELL TOWER
ANTENNAS, IN MY BACK YARD FOR A View! I DID NOT BUY A
HOUSE TO LOOK AT CELL
TOWER
NO WAY

GAVDES 1 1 90701

Submitted after final agenda

Date 10/7/09 Item 15P

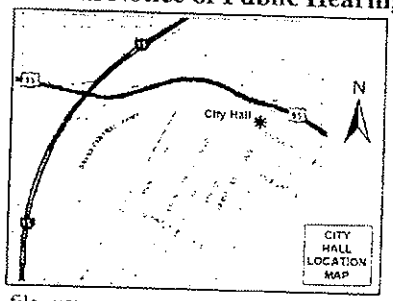
RECEIVED
CITY CLERK

2009 SEP 29 P 1:33

Sep 28 09 04:39p Stanley Wilson 6489777 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

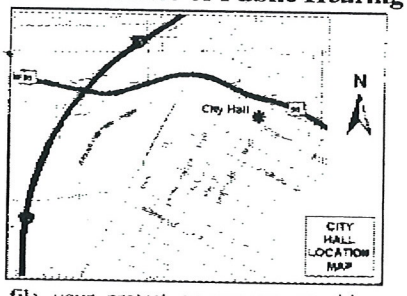
Planning Commission Meeting of 10/8/2009

13824118004 Case: VAR-35746
WILSON STANLEY & CAMILLA REV TR
5909 W BARTLETT AVE
LAS VEGAS NV 89108-3222

GAVDES11 89108

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

$ 00.41

RECEIVED
SEP 29 2009

Case: VAR-35746

13824118028
HALIF MENASHE & E JT REV LIV TR
5363 GEYSER AVE
TARZANA CA 91356-3308

GAVDS11 91356

15P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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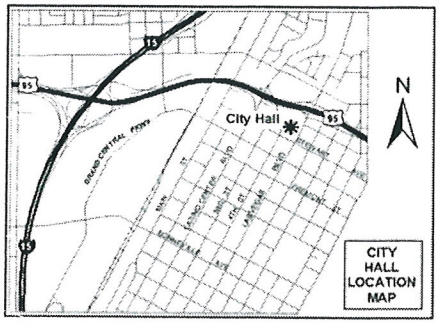
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 30 2009

Case: VAR-35746
13824117004
LEE EVERETT & MARIESSA
3133 MANTI PEAK AVE
NO LAS VEGAS NV 89081-6549

CAVOS11 89081

15A

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:

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

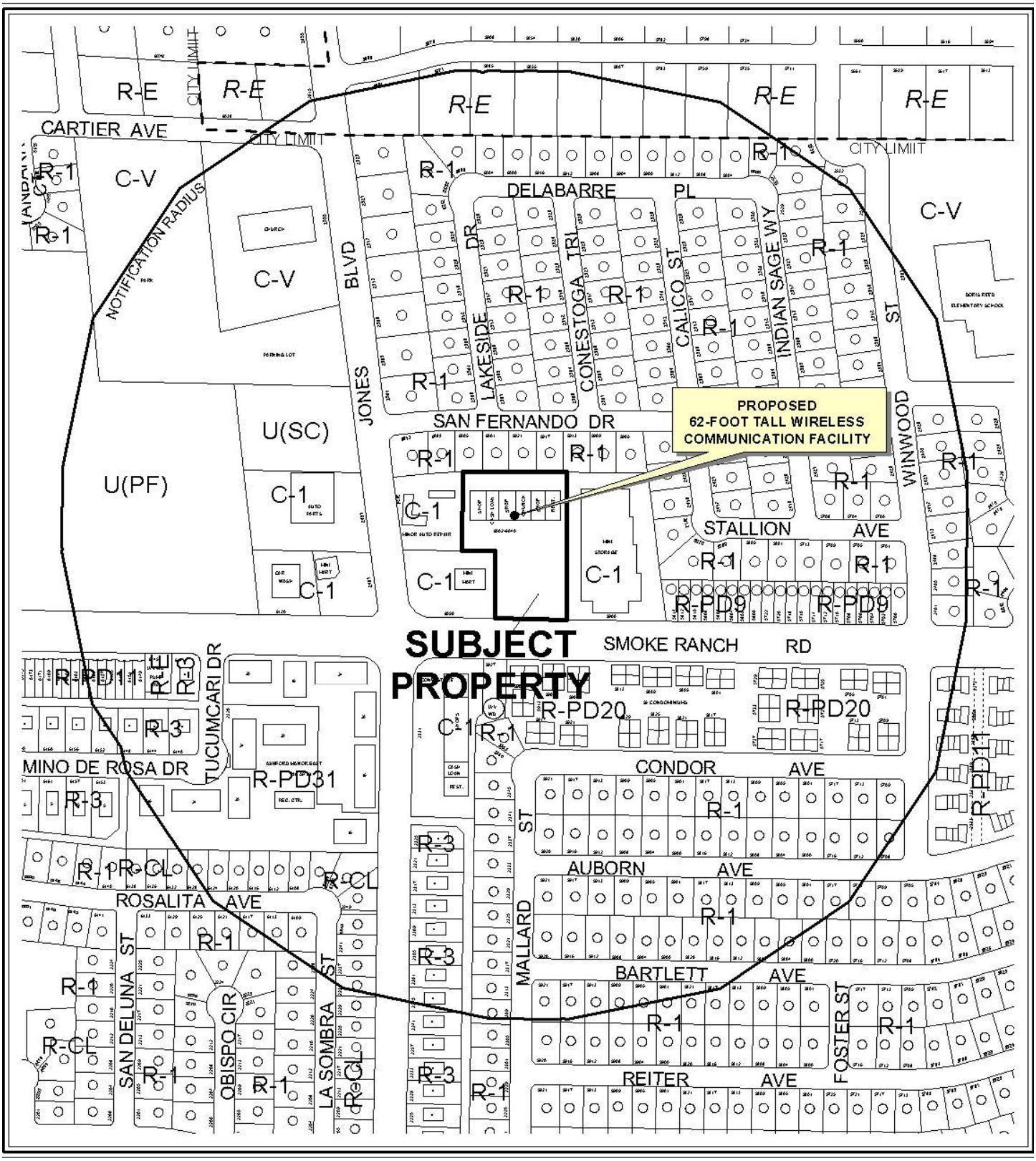
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 16



CASE: **SUP-35744**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



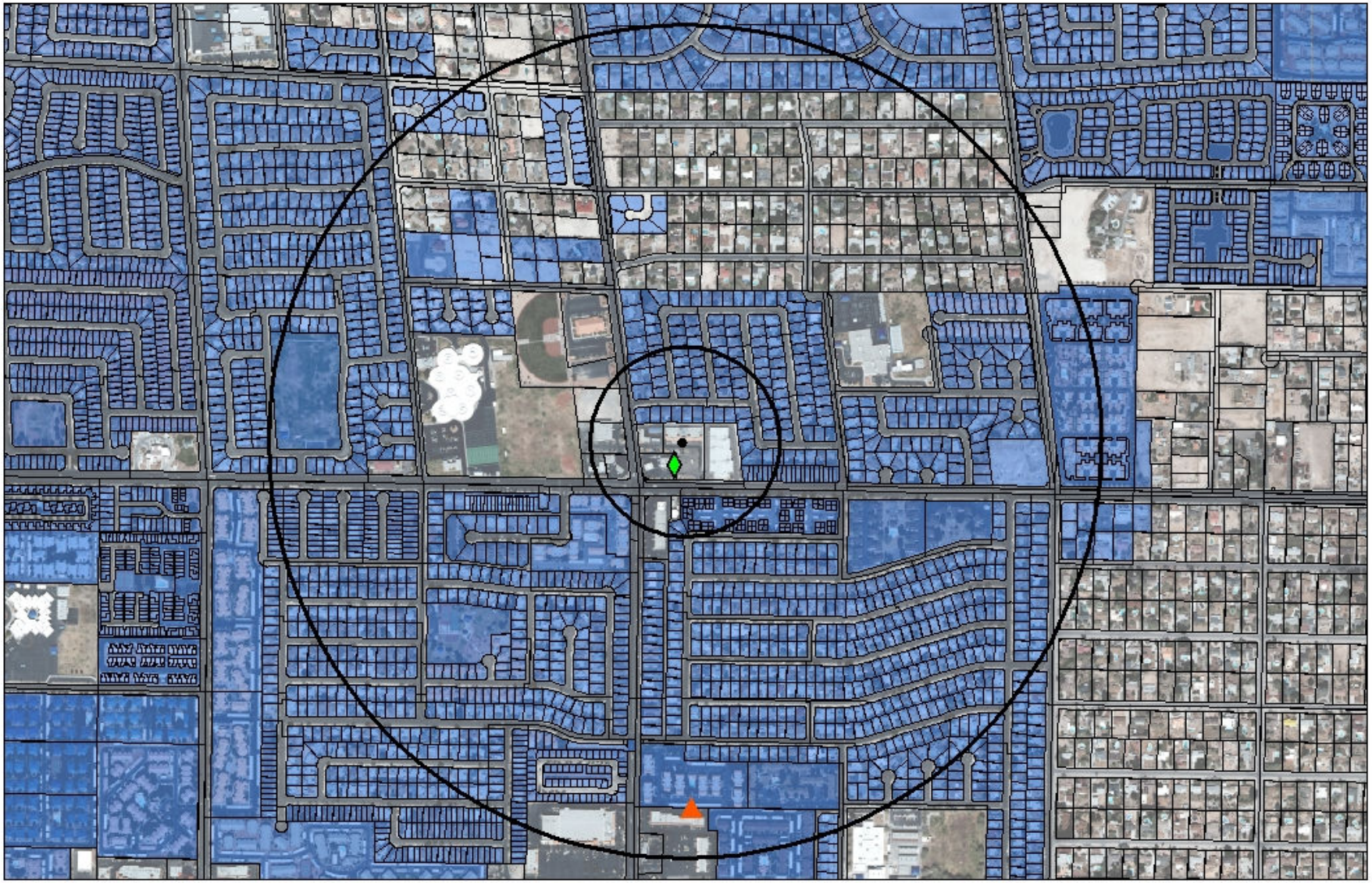
0 300 600 Feet

CASE: **SUP-35744**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N


SUP-35744
Cell Tower Locations
Non-Stealth
Stealth
Subject Cell Tower
Residential Property
600ft &
1/2 mile Buffer
N
0
550
1,100
2,200 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35744 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CTR EQUITY PARTNERS

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 4, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Stealth Design use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-35746) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a final inspection has been approved for the Wireless Communication Facility. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The Wireless Communication Facility and its associated equipment and shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications cupola and its associated equipment and facility.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 62-foot tall Wireless Communication Facility, Stealth Design (Building Mounted) at 6000 Smoke Ranch Road. The proposed Wireless Communication Facility will be located within the center cupola of the existing structure at the subject site. An associated Variance (VAR-35746) request will also be considered, as the installation of the proposed Wireless Communication Facility will not meet the required 185-foot residential adjacency standard. The proposed use can be conducted in a manner that is harmonious and with the existing and future surrounding land uses; therefore, staff recommends approval of this request. If the application is denied, the proposed Wireless Communications facility will have to be redesigned or relocated to comply with Title 19.

Issues:

- Approval of an associated Variance (VAR-35746) is required for this request to be approved, as the proposed Wireless Communication Facility, Stealth Design (Building Mounted) will not meet the required Residential Adjacency standards. The proposed cupolas will be 112 feet from an existing single family residence where 185 feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/05/63	The Planning Commission approved an Annexation (A-0005-63) of property located on the northwest corner of Smoke Ranch Road and Michael Way.
06/23/77	The Board of Zoning Adjustment denied a Rezoning (Z-0007-77) from R-1 (Single Family Residence) to C-2 (General Commercial on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard.
04/18/79	The City Council approved a Rezoning (Z-0023-79) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approved the request. However, the City Council Denied an Extension of Time for this application on 06/06/84. The Planning Commission recommended approval of the request.
09/02/87	The City Council approved a Rezoning (Z-0068-87) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approval of the request.
02/01/05	A deed was recorded for a change of ownership.

11/28/05	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-19827) to allow a proposed 53-foot Wireless Communication Facility, Flagpole/Monopole at 6000 Smoke Ranch Road.
04/30/07	A Code Enforcement citation (#52731) was issued for illegal signage at 6002 Smoke Ranch Road. Code Enforcement closed the case on 05/08/07.
06/13/08	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-28092) to allow the placement of three roof-mounted antennas at a height of 42 feet to an existing commercial building on 1.83 acres located at 6000 Smoke Ranch Road.
08/20/08	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-28845) for a proposed 80-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road.
11/05/08	A Code Enforcement citation (#71417) was issued for graffiti on a Flagpole at 6000 Smoke Ranch Road. Code Enforcement closed the case on 02/25/09.
11/20/08	The Planning Commission denied a Special Use Permit (SUP-30343) for a proposed 70-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road. Staff recommended denial of the request.
05/29/09	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-34405) for a 20-foot tall cupola extension to an existing building for a Wireless Communication Facility, Stealth Design located at 6000 Smoke Ranch Road.
06/12/09	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-34438) for the co-location of three (3) antennas and three (3) microwave dish antennas at the 37-foot, 5-inch centerline inside of an existing 53-foot tall Wireless Communication Facility, Stealth Design (Flag Pole) located at 6002 Smoke Ranch Road.
10/08/09	The Planning Commission recommended approval of companion item VAR-35746 concurrently with this application. The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #16/jb).
Related Building Permits/Business Licenses	
12/08/05	A Building Permit (#5008550) was issued for a flagpole antenna at 6002 Smoke Ranch Road. The building permit expired on 01/20/07.
02/08/06	A Building Permit (#59313) was issued for a wall enclosure for a cellular facility at 6002 Smoke Ranch Road. The building permit was finalized on 08/14/08.
07/10/08	A Building Permit (#119716) was issued for a rooftop cellular facility at 6000 Smoke Ranch Road. The building permit has not received a final inspection.
06/24/09	A Building Permit (#142164) was issued for a collocation of antennas on an existing cellular facility at 6002 Smoke Ranch Road. The building permit has not received a final inspection.

Pre-Application Meeting	
07/22/09	A pre-application meeting was held where the submittal requirements for a Special Use Permit for a Wireless Communication Facility, Stealth (Building Mounted) Design were discussed, including Residential Adjacency requirements.
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	
Field Check	
09/03/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Net Acres	1.83 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Multi-Tenant Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residential	PF (Public Facilities)	C-V (Civic)
	Las Vegas Valley Water District	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
East	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store and Auto Repair Garage	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Review the following from Title 19.08.060

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
• North	185 Feet	112 Feet	N

ANALYSIS

The applicant is proposing a 61.5-foot, Wireless Communication Facility, Stealth Design (Building Mounted) within the center cupola of the existing structure at the subject site. The applicant proposes to extend the existing front and center cupola on the building by 20 feet, bringing the total height of the structure to 61.5 feet. Currently, there are three communication antennas located on the rooftop of the building. The proposed design will provide for the relocation of the existing communication antennas from their current exposed location to a more concealed "flush mounted" design reducing their profile.

The proposed Wireless Communication Facility will be approximately 112 feet from the protected property to the north, which does not meet the minimum Residential Adjacency Setback requirements of 185 feet. The applicant has submitted an associated Variance (VAR-35746) to address this issue. Staff finds that the proposed location of the Wireless Communication Facility, Stealth Design (Building Mounted) is compatible with the existing single-family residential homes to the north. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed land use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses, as projected by the General Plan.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Smoke Ranch Road, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. This street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Wireless Communication Facility, Stealth Design use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Wireless Communication Facility, Stealth Design use complies with the conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 1

SENATE DISTRICT 3

NOTICES MAILED 441 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-35744 APN: 138-13-401-003

Name of Property Owner: Smoke Ranch CTR Equity PTNS, LLC

Name of Applicant: AT+T mobility

Name of Representative: John Wright, Black & Veatch.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Darius Mahsuri

Print Name: DARIUS MONSGUR

Subscribed and sworn before me

This _____ day of _____, 20__

See attached for Notary

_____

Notary Public in and for said County and State

Jurat

State of California

County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on this 3rd day of August, 2009 by Darius Mohsenin,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Notary seal)

SHIVA HATAMIPOUR
Commission # 1786751
Notary Public - California
Santa Cruz County
My Comm. Expires Dec 24, 2011

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

USID NO: 100846
SMOKE RANCH AND JONES
LSVGNVL680

RECEIVED
AUG 25 2009

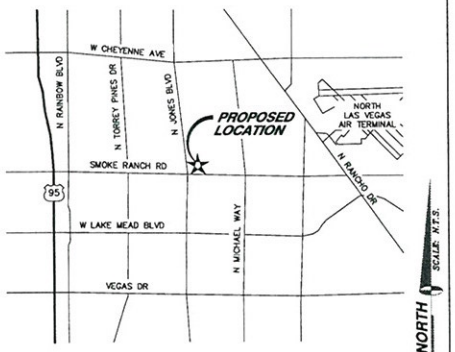
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF PANEL ANTENNAS AT A 54'-6" CENTERLINE MOUNTED INSIDE OF A NEW STEALTH STRUCTURE EXTENSION
- INSTALLATION OF A 20' STRUCTURE EXTENSION THAT IS TO BE PAINTED TO MATCH EXISTING BUILDING
- EXISTING ANTENNAS TO BE RELOCATED WITHIN THE NEW STEALTH STRUCTURE EXTENSION AT THE EXISTING CENTERLINE
- INSTALLATION OF INDOOR EQUIPMENT CABINET WITHIN AN EXISTING ROOM
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO CABINETS
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER

VICINITY MAP



PROJECT SUMMARY

APPLICANT/LESSEE
at&t
3763 HOWARD HUGHES PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89109

CONTACT: JON VANDERZEE
PHONE: (702) 241-6091

LANDLORD INFORMATION
TOWER OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

CONTACT: LISA HANGER
PHONE: (702) 388-1800

PROPERTY INFORMATION
OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

AREA OF CONSTRUCTION: 154± SQ. FT.
OCCUPANCY TYPE: S-2
CONSTRUCTION TYPE: V-B
CURRENT CONSTRUCTION: LIMITED COMMERCIAL DISTRICT (C-1)
JURISDICTION: CITY OF LAS VEGAS
APN: 138-13-401-003
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION
EQUIPMENT LOCATION: ☐ OUTDOOR ■ INDOOR
EQUIPMENT SHELTER: ☐ YES ■ NO
ANTENNA LOCATION:
☐ NEW MONOPOLE
☐ SELF SUPPORT TOWER
☐ EXISTING MONOPOLE
☐ ROOF TOP
☐ EXISTING TOWER
■ OTHER: NEW STRUCTURE EXTENSION

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. INTERNATIONAL BUILDING CODE 2006 W/STATE AMENDMENTS
2. UNIFORM MECHANICAL CODE 2006
3. ANSI/EIA-222-F LIFE SAFETY CODE
4. UNIFORM PLUMBING CODE 2006
5. NATIONAL ELECTRIC CODE 2005
6. LOCAL BUILDING CODE(S)
7. CITY AND/OR COUNTY ORDINANCES
8. UNIFORM FIRE CODE 2003

PROJECT TEAM

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER:
T.B.D.

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
RICHARD TOMASIELLO
PHONE: (702) 363-9530

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

SHEET INDEX

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
A1	SITE PLAN	2
A2	ENLARGED SITE PLAN	2
A3	SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT	2
A4	EXISTING AND PROPOSED SOUTH ELEVATIONS	2
A5	EXISTING AND PROPOSED EAST ELEVATIONS	2

ISSUED FOR: ZONING

APPROVAL LIST

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
SITE ACQUISITION		

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE: 07/16/09

ISSUED FOR: ZONING

REV.	DATE	DESCRIPTION	BY
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T1 REVISION: 2

LSVGNVL680

LEGAL DESCRIPTION

LOT B AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE CLARK COUNTY, NEVADA; LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BASIS OF BEARINGS

NORTH 07°11'27" WEST, BEING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

BENCHMARK

CLARK COUNTY VERTICAL CONTROL NO. 1LV00 24NWS
BEING A RIVET AND ALUMINUM PLATE IN TOP OF CURB SOUTHEAST CORNER OF SMOKE RANCH ROAD AND JONES BOULEVARD.

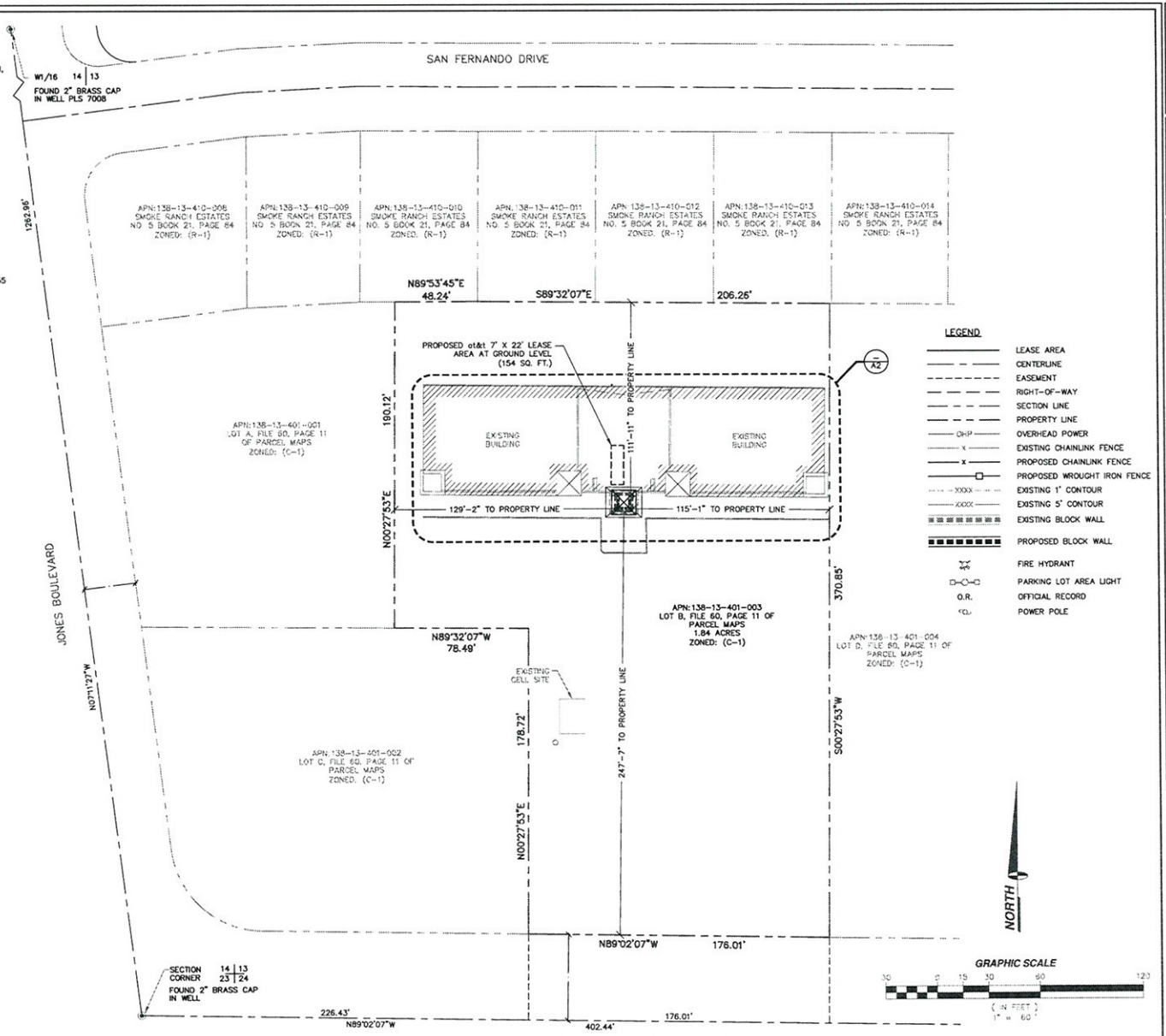
ELEVATION: 2259.99 FEET (NAVD 1988)
688.845 METERS (NAVD 1988)

FLOOD NOTE

AS SCALED FROM REVISED FLOOD INSURANCE RATE MAP NO. 32003C2155 E, DATED SEPTEMBER 27, 2002, AND PER SAID MAP: ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTES & TITLE REPORT EXCEPTIONS

SPECTRUM SURVEYING & ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED BY THE CLIENT.



SITE PLAN

SCALE: 1" = 60' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:

SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

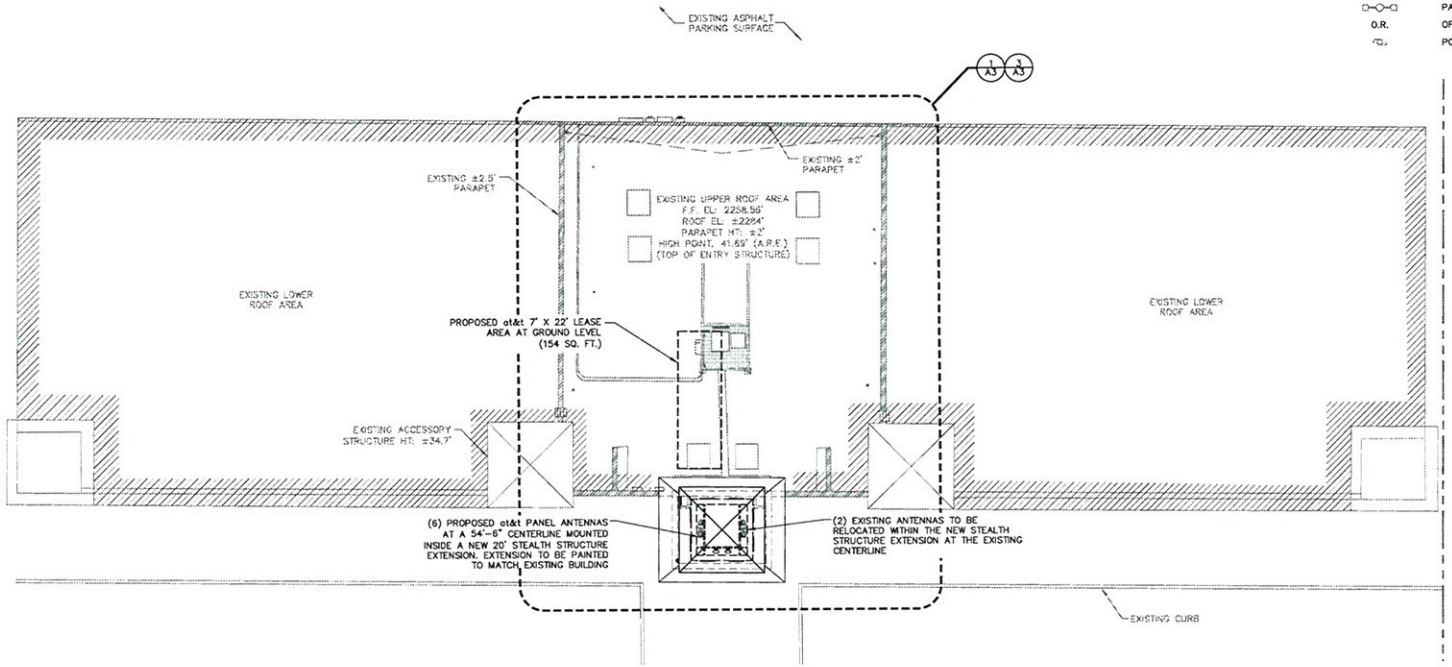
LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE:
SITE PLAN

SHEET NUMBER:	REVISION:
A1	2

LSVGNVL680



LEGEND

- LEASE AREA
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- SECTION LINE
- PROPERTY LINE
- OHP — OVERHEAD POWER
- EXISTING CHAINLINK FENCE
- PROPOSED CHAINLINK FENCE
- PROPOSED WROUGHT IRON FENCE
- XXXX — EXISTING 1' CONTOUR
- XXXX — EXISTING 5' CONTOUR
- EXISTING BLOCK WALL
- PROPOSED BLOCK WALL
- FIRE HYDRANT
- PARKING LOT AREA LIGHT
- O.R. — OFFICIAL RECORD
- POWER POLE

ENLARGED SITE PLAN

SCALE: 1" = 20' 1

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

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ZONING

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1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

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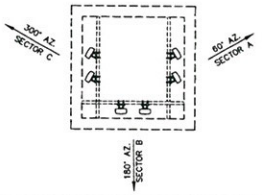
SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: A2 REVISION: 2
LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC



ANTENNA LAYOUT

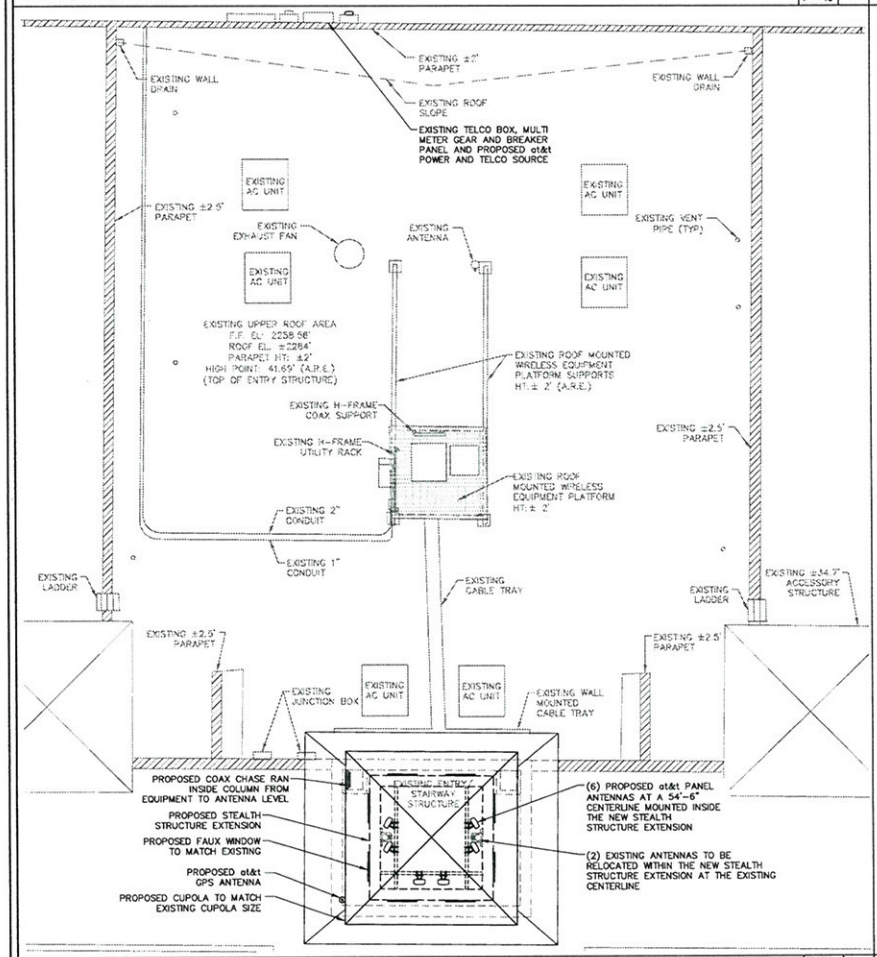
SCALE: 1" = 10' 4

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	RAD CENTER	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	60°	POWERWAVE 7785	95' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR B	180°	POWERWAVE 7785	90' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR C	300°	POWERWAVE 7785	75' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
GPS	N/A	TRUE POSITION	90' X 1	1/2" COAX		-	N/A	N/A	

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

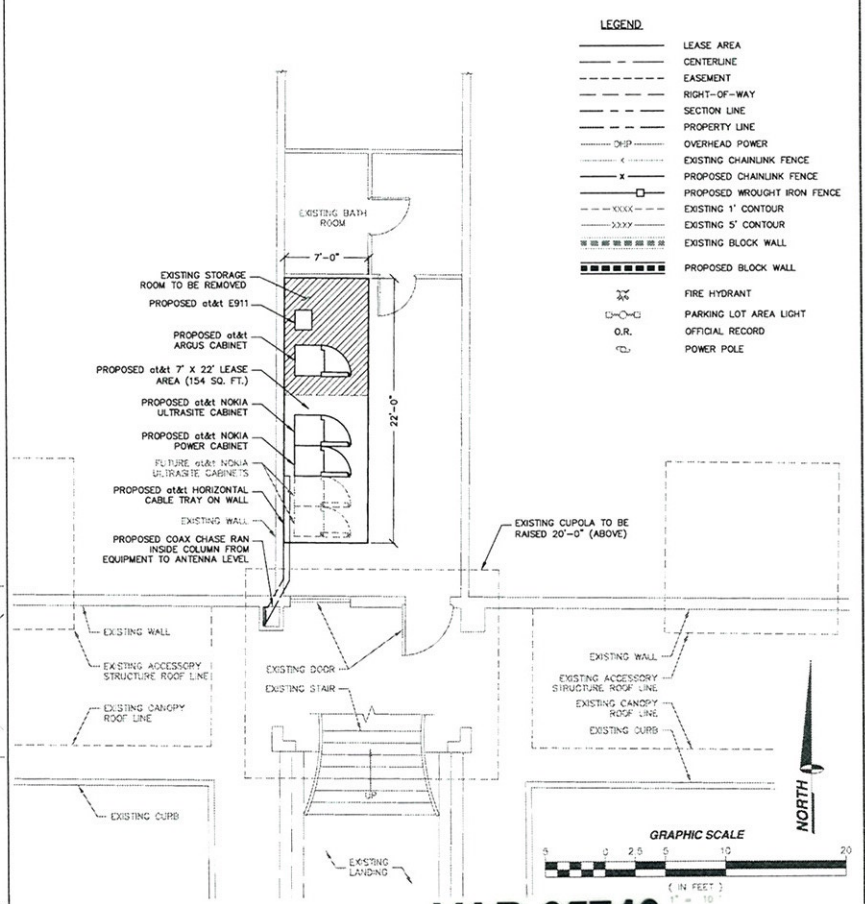
ANTENNA AND CABLE SCHEDULE

SCALE: NONE 2



SITE DETAIL (ROOF TOP)

SCALE: 1" = 10' 3



SITE DETAIL (GROUND LEVEL)

SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:

SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

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REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

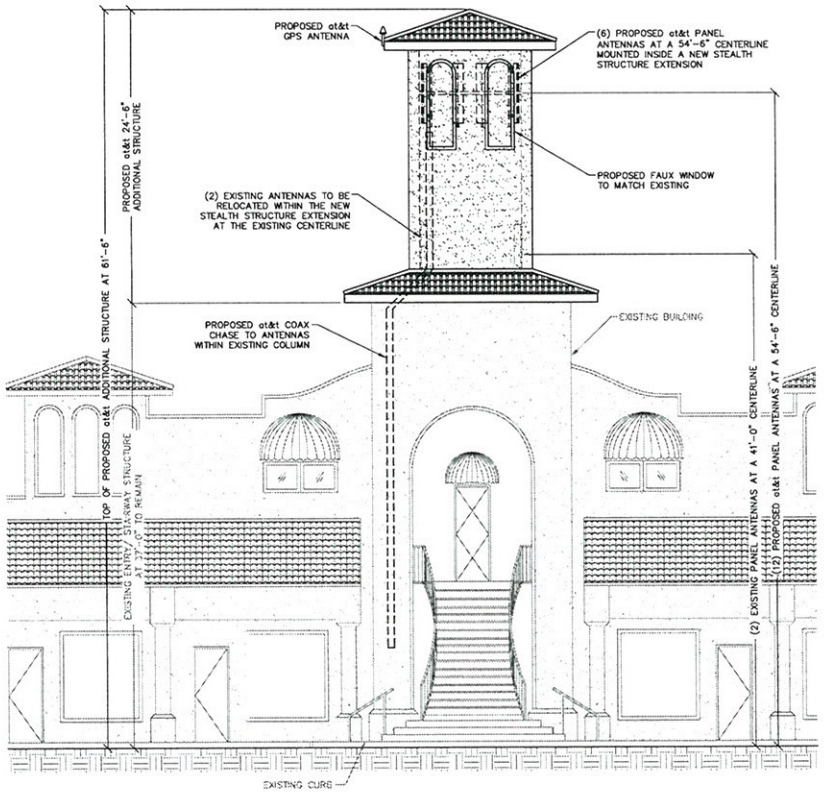
LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE:
SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT

SHEET NUMBER: A3 REVISION: 2

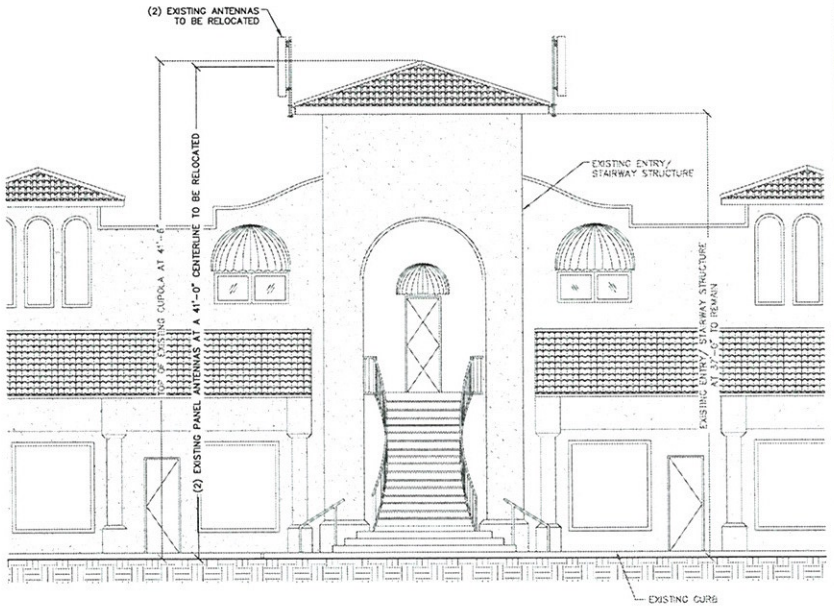
LSVGNVL680



PROPOSED SOUTH ELEVATION

SCALE: 1" = 10' 2

NOTE:
CONTRACTOR SHALL REPAINT ENTRYWAY IN ITS ENTIRETY TO ENSURE UNIFORM PAINT COLOR



EXISTING SOUTH ELEVATION

SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

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ZONING

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0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

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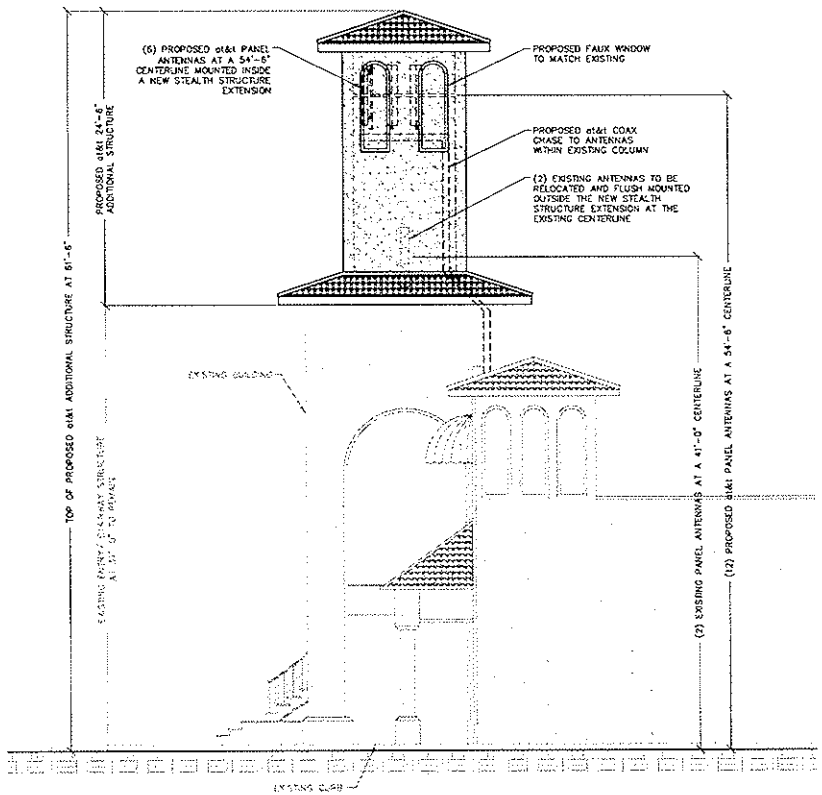
AUG 25 2009

SHEET TITLE:
EXISTING AND PROPOSED SOUTH ELEVATIONS

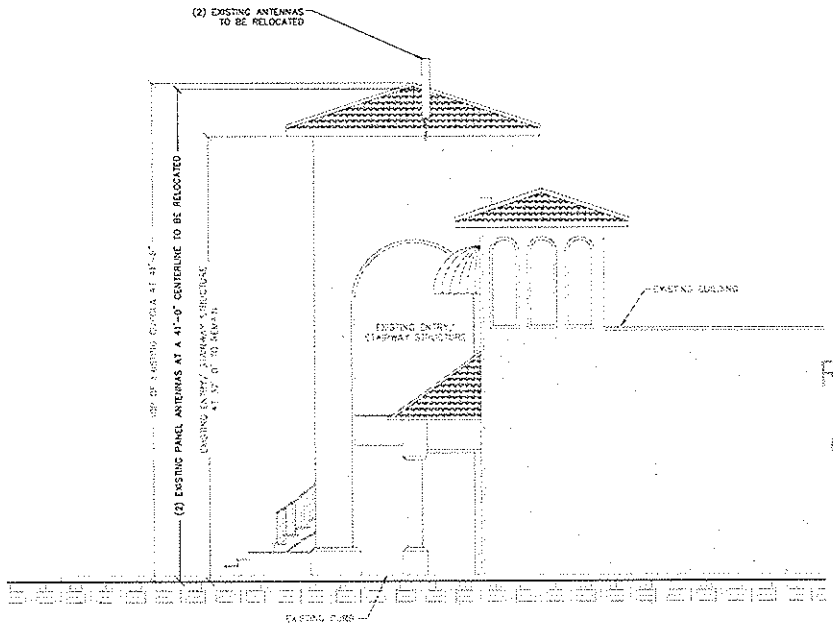
SHEET NUMBER: A4 REVISION: 2

LSVGNVL680



PROPOSED EAST ELEVATION SCALE: 1" = 10' 2

NOTE:
CONTRACTOR SHALL REPAINT ENTRYWAY IN ITS ENTIRETY TO ENSURE UNIFORM PAINT COLOR



EXISTING EAST ELEVATION SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	BY
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE:
EXISTING AND PROPOSED EAST ELEVATIONS

SHEET NUMBER: A5 REVISION: 2
LSVGNVL680

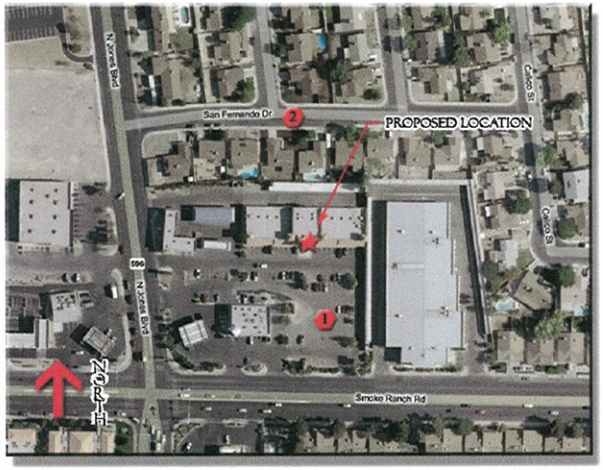


SUP-35744 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC
6000 SMOKE RANCH ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SMOKE RANCH AND JONES

6000 SMOKE RANCH ROAD, LAS VEGAS, NEVADA 89108



LOCATION MAP



EXISTING VIEW



VIEW 1

SPECTRUM
8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

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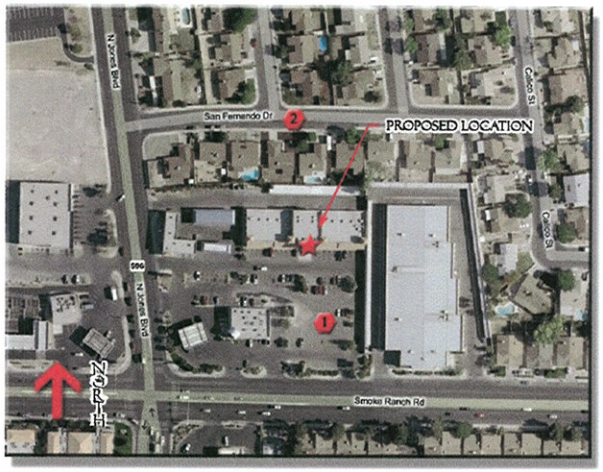
at&t
3763 HOWARD HUGHES PARKWAY STE. 200
LAS VEGAS, NEVADA 89109

VAR-35746
SUP-35744
10/08/09 PC

SMOKE RANCH AND JONES

6000 SMOKE RANCH ROAD, LAS VEGAS, NEVADA 89108



LOCATION MAP



EXISTING VIEW



VIEW 2

SPECTRUM
8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

at&t
3763 HOWARD HUGHES PARKWAY STE. 200
LAS VEGAS, NEVADA 89109

RECEIVED
AUG 25 2009

VAR-35746
SUP-35744
10/08/09 PC

Project Justification Letter

AT&T LSVGNVL680
Stealth Cupola Rooftop Extension
Smoke Ranch and Jones
6000 Smoke Ranch Road
Las Vegas, NV 89108
APN # 138-13-401-003

Submitted to:

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Submitted by:

John Wright
Black & Veatch for AT&T Mobility
6 Sunset Way, Suite B108
Henderson, NV 89014
702-241-4917

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AUG 25 2009

VAR-35746
SUP-35744
10/08/09 PC

Introduction

AT&T Wireless requires a cell tower on the northeast corner of Smoke Ranch & Jones to provide residents, visitors and travelers with high quality, reliable wireless communications for personal, business and emergency uses through its' wireless network.

AT&T has a fully executed lease agreement with the land owner to place the proposed stealth wireless facility on the property.

Site Data

There is currently one existing tower in the parking lot at this location. It is a flag pole design with Sprint/Nextel in its available antenna locations. This pole is not design to extend and is not tall enough to accommodate AT&T's design requirements for collocation.

Cricket Wireless currently has three antennas located on the rooftop of the building. Our proposed design will provide for the relocation of Crickets antennas from their current exposed location to a more concealed "flush mount" design.

AT&T was previously denied a Special Use Permit to place a new 70' Stealth Monopine in the parking lot next to the existing Flag Pole tower. It was the opinion of Staff and the Planning Commission that another tower on the parcel, along with the proposed design of that tower, created too much of a visual obstruction on the parcel. We feel that this design addresses those concerns and improves the current wireless installation on the building.

Subsequently, AT&T was denied a CUP for this rooftop cupola extension (SDR-34405). Staff stated the need for a Major Modification to an approved Site Development Plan Review for the increase in height of the building (39') and a Variance for the setback from residential (120' where 177' is required).

Site Design

We have modified the design from that submitted for the CUP to be narrower to reduce the profile.

AT&T Wireless proposes to extend the existing front and center cupola on the building by 20'. AT&T will place it's antennas inside the new extension. We will also relocate Crickets antennas from their current exposed "popsicle stick" installation to a flush mount location, reducing their profile.

AT&T will place it' radio equipment in the ground floor lease space directly below the cupola where they will not be visible and will not occupy any parking spaces.

The base of the proposed cupola extension is 110' 7" from the nearest residential parcel to the north.

Request

AT&T Wireless respectfully requests the approval of its' 20' stealth cupola extension.

Overall placement and construction of the application will remain consistent with standards and aesthetics outlined in the City of Las Vegas codes and ordinances. The proposed stealth cupola will match the exiting architecture and color schemes of the exiting building.

VAR-35746
SUP-35744
10/08/09 PC

Submittal

All necessary documentation required by the City of Las Vegas Planning and Development Department, along with this narrative, is being submitted for processing as outlined in the City's zoning ordinance pertaining to Wireless Communications.

Summary

AT&T is applying for this building extension in order to develop and construct a clean, viable facility. This facility will expand wireless coverage for AT&T Wireless customers living, working and visiting Clark County.

AT&T Wireless is committed to developing the best wireless system for its customers while working cooperatively with the City of Las Vegas to reduce the visual impact of its facilities. AT&T Wireless will maintain thorough, meticulous and ethical design and construction standards at all times.

Thank you for your consideration.

John Wright-702-241-4917

VAR-35746
SUP-35744
10/08/09 PC

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2009 OCT 26 A 7:52

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 OCT 23 2009
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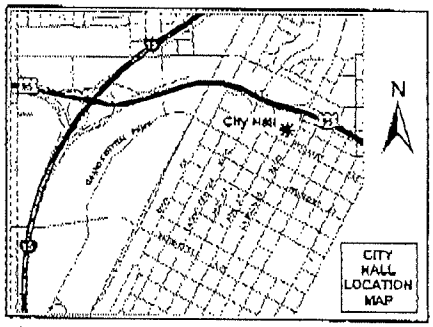
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

City Council Meeting of 11/4/2009

FUQUAY R W & TERESITA
5821 W BARTLETT AVE
LAS VEGAS NV 89108-3231

APN#13824118007

HAVOS11 89108

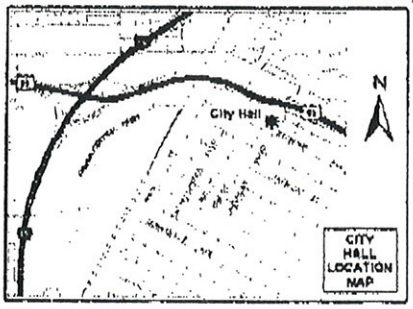
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

FAX TO:
702-385-7268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 07 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

13813401001 Case: VAR-35746
SOUTHWEST PRODUCTS CO
17128 ROSETON AVE
ARTESIA CA 90701-2644

Please use available blank space on card for your comments.
VAR-35746 & SUP-35744 THIS IS RESIDENTIAL AREA
Planning Commission Meeting of 10/8/2009 I DO NOT WANT TO
NO MORE CELL TOWER LOOK AT CELL TOWER
ANTENNAS, IN MY BACK YARD FOR A View! I DID NOT BUY A
HOUSE TO LOOK AT CELL
TOWER
NO WAY

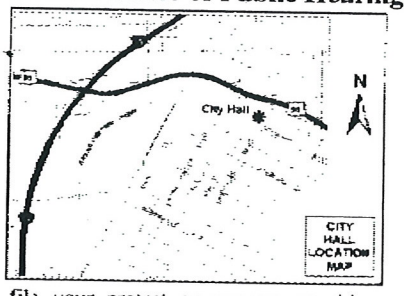
GAVDES 1 1 90701

Submitted after final agenda

Date 10/7/09 Item 15P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

$ 00.41

RECEIVED
SEP 29 2009

Case: VAR-35746

13824118028
HALIF MENASHE & E JT REV LIV TR
5363 GEYSER AVE
TARZANA CA 91356-3308

GAVDS11 91356

15P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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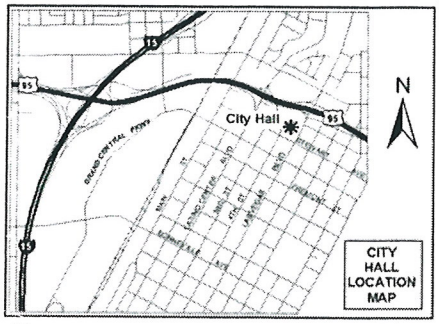
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 30 2009

Case: VAR-35746
13824117004
LEE EVERETT & MARIESSA
3133 MANTI PEAK AVE
NO LAS VEGAS NV 89081-6549

CAVOS11 89081

15A

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

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

SUBJECT:

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

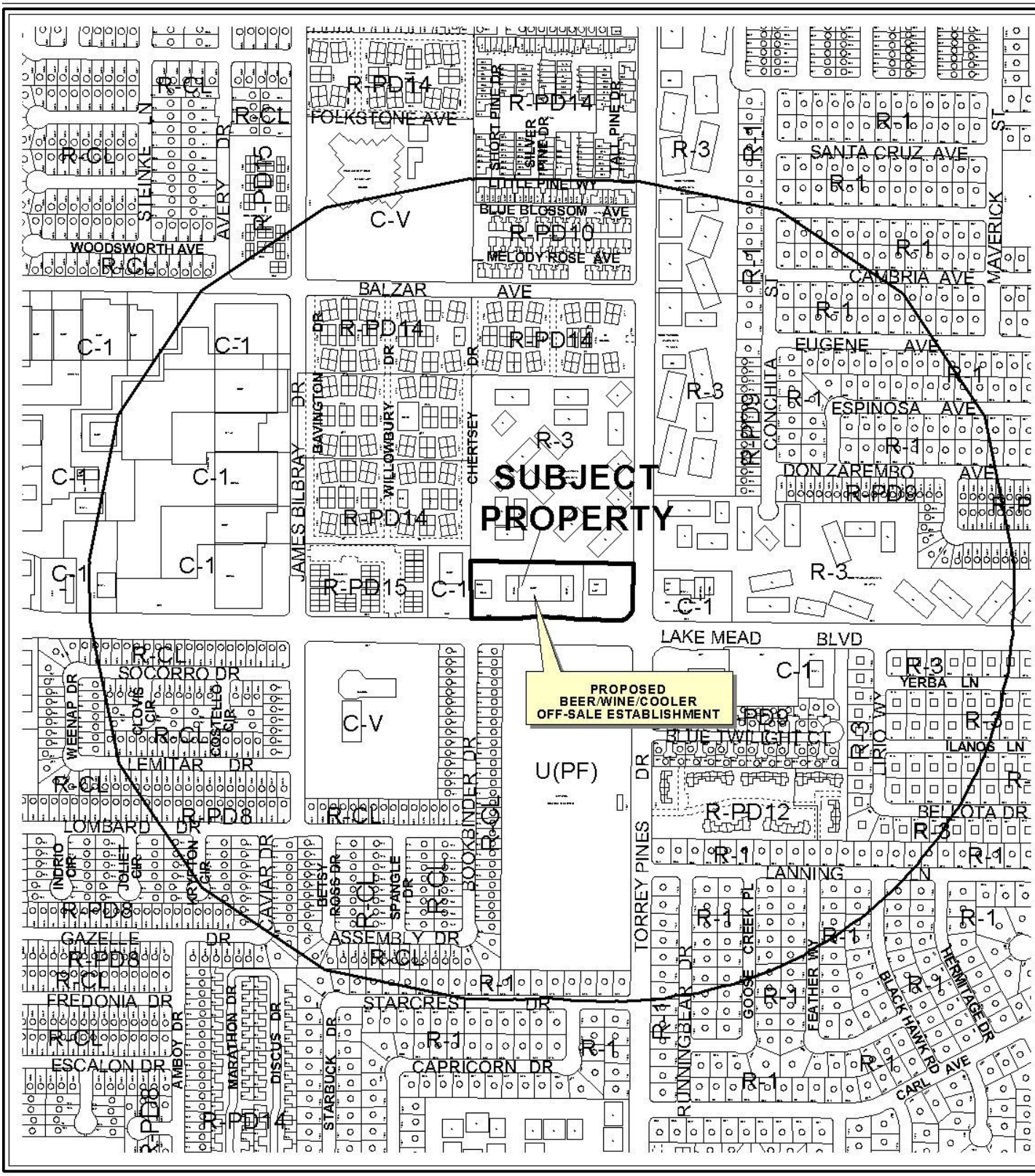
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

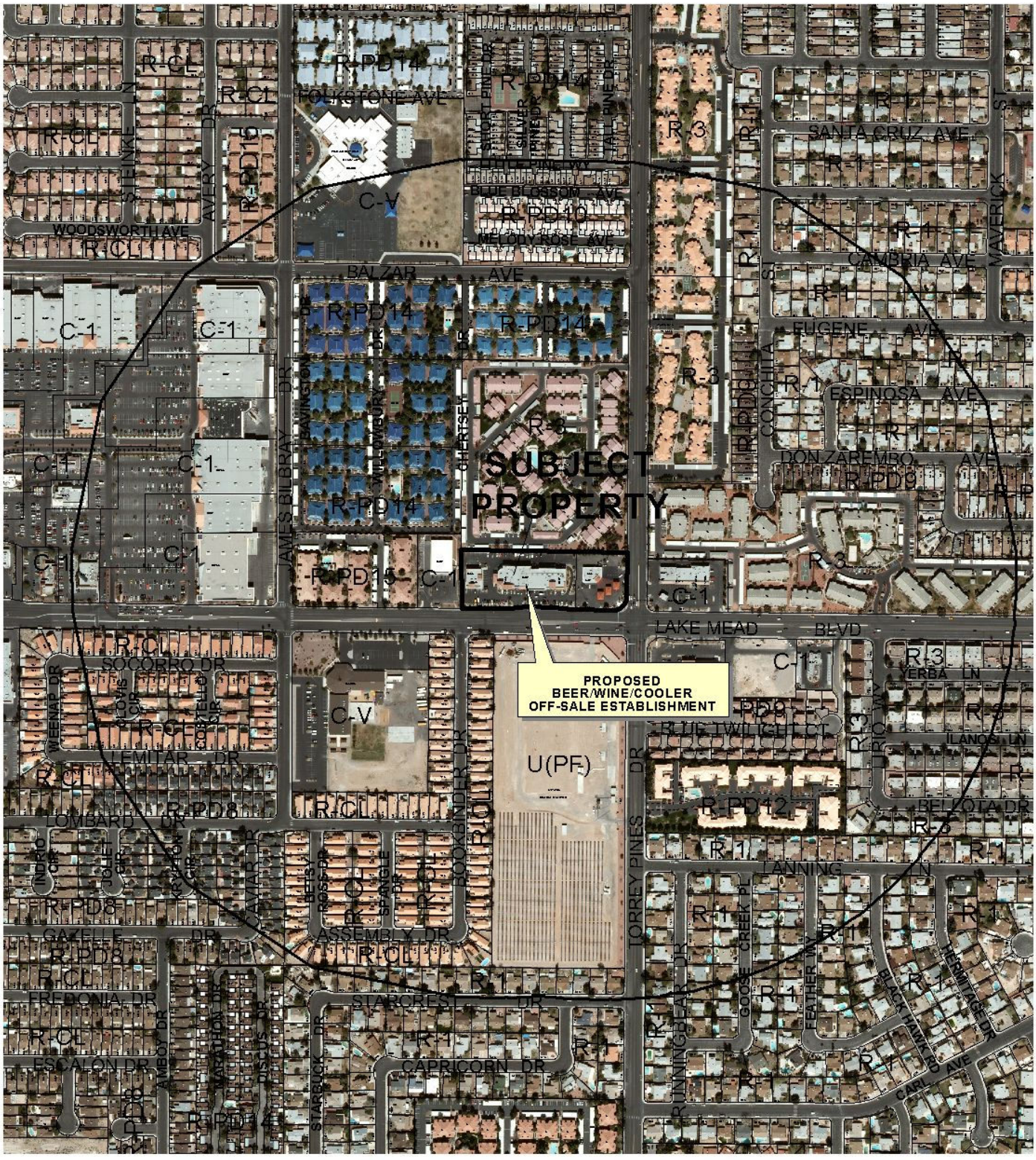
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards



CASE: **SUP-35731**

RADIUS: 1500 FT

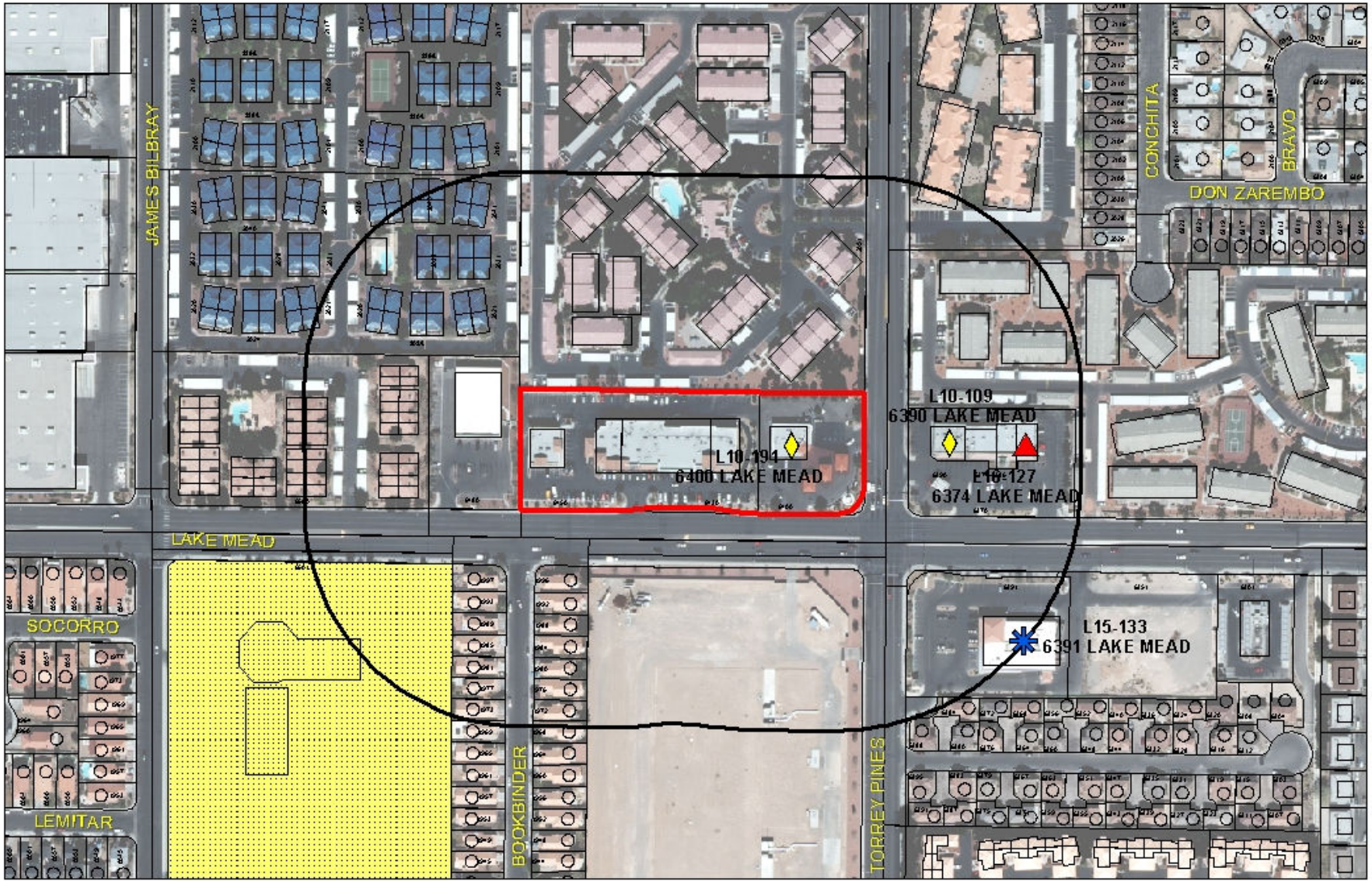
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **SUP-35731**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-35731

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer
- N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35731 - APPLICANT: LA LUPITA MEAT MARKET LLC - OWNER: LAKE MEAD PROMENADE LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 4, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

6. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Beer/Wine/Cooler Off-Sale Establishment within an existing 4,240 square-foot convenience store at 6430 West Lake Mead Boulevard, Suite #115. The Beer/Wine/Cooler Off-Sale use will be ancillary to the existing grocery store. The applicant is requesting a Waiver to allow a zero-foot separation distance from a church where 400 feet is required.

As this request does not meet all Title 19.04 requirements for a Beer/Wine/Cooler Off-Sale Establishment and cannot be conducted in a compatible and harmonious manner with the surrounding land uses, staff is recommending denial of this application. If the application is denied, the subject site will remain as a convenience store that cannot sell beer or wine on the premises.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/02/94	The City Council approved a request for Reclassification of Zoning (Z-110-94). The Planning Commission recommended approval.
07/14/97	The City Council approved a request for a Rezoning (Z-0041-97) on property located on the northwest corner of Lake Mead Boulevard and Torrey Pines Drive, from: U (Undeveloped) to: C-1 (Limited Commercial). The Planning Commission and Staff recommended approval.
11/19/03	The City Council approved a request for a Site Development Review (SDR-3062) for a proposed 19,100 square foot retail building and 3,600 square foot retail pad and a waiver to the parking lot landscaping requirements on 2.27 acres, 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. The Planning Commission and Staff recommended approval.
11/19/03	The City Council approved a request to amend a portion of the Southwest Sector Future Land Use Plan of the General Plan from: M (Medium Density Residential) to: SC (Service Commercial) on 2.27 acres, 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard.
06/16/04	The City Council approved a request for a Variance (VAR-4193) to allow 117 parking spaces where 135 spaces are required for a proposed commercial development on 2.27 acres, 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. The Planning Commission approval and staff recommended denial. The Planning Commission recommended.

03/10/05	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-6021) to add a drive-through for a commercial development on 2.8 acres along the north side of Lake Mead Boulevard, approximately 250 feet west of Torrey Pines Drive.
12/01/06	A deed was recorded for change of ownership.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #22/ao).
Related Building Permits/Business Licenses	
08/31/04	A building permit (#4019454) was issued for Shell Building A at 6430 West Lake Mead Boulevard, Suite 115. The permit expired on 12/03/05.
08/31/04	A Building Permit (#4019456) was issued for on site hardscapes at 6430 West Lake Mead Boulevard, Suite 115. The permit expired on 03/05/05.
04/05/05	A building permit (#5002064) was issued for a tenant improvement at 6430 West Lake Mead Boulevard, Suite 115. The permit was completed on 08/02/05.
10/04/05	A business license (G05-01982) was issued for groceries and food products at 6430 West Lake Mead Boulevard, Suite 115. The business license is active.
12/14/05	A Building Permit (#5008758) was issued for a tenant improvement at 6430 West Lake Mead Boulevard, Suite 115. The permit was completed on 02/16/06.
10/18/05	A business license (W10-91622) was issued for a wire service at 6430 West Lake Mead Boulevard, Suite 115. The business license was marked out of business on 09/29/06.
01/11/07	A business license (W10-00120) was issued for wire service at 6430 West Lake Mead Boulevard, Suite 115. The business license is active.
01/11/07	A business license (T18-00723) was issued for telephone sales at 6430 West Lake Mead Boulevard, Suite 115. The business license was marked out of business on 02/25/09.
Pre-Application Meeting	
07/02/09	A pre-application meeting was held where the submittal requirements for a Beer/Wine/Cooler Off-Sale Establishment Special Use Permit were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required for this application.	
Field Check	
09/03/09	During a routine field check staff observed a well maintained shopping center.

Details of Application Request	
Site Area	
Gross Acres	2.23

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single Family Residential / Las Vegas Valley Water District	ML (Medium Low Density Residential) / PF (Public Facility)	R-CL Single Family Compact-Lot / U(Undeveloped) [PF(Public Facilities) General Plan Designation]
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Existing Commercial Center	22,725 SF		125	5	125	5	Y*
SubTotal			130		130		
TOTAL (including handicap)	22,725 SF		130		130		

*The proposed use has no additional parking requirement beyond the principle use.

Waivers		
Requirement	**Request**	**Staff Recommendation**
A 400-foot distance separation from of any **church**, **synagogue**, school, and child care facility licensed for more than 12 children, or City Park.	Zero Feet	Denial

ANALYSIS

This request is for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment within an existing convenience store at 6430 West Lake Mead Boulevard, Suite #115. The beer and wine will be sold in a 128 square-foot cooler located at the rear of the 4,240 square-foot convenience store. The area used for the storage and sale of alcohol is less than 2% of the gross floor area as depicted on the floor plan. The hours of operation for the convenience store are Monday through Saturday, 9 a.m. to 6 p.m., with the store closed on Sundays.

The proposed location is part of an established shopping center at the northwest corner of Lake Mead Boulevard and Torrey Pines Drive, which supplies the required amount of parking for this site. This shopping center is able to accommodate a variety of uses such as professional offices, personal services, restaurants, and retail stores.

As part of this request, the applicant is asking for a Waiver of the 400-foot distance separation requirement because the convenience store is located approximately 160 feet away from a protected use (a church). Although, the addition of a Beer/Wine/Cooler Off-Sale Establishment use is ancillary to the existing convenience store, it cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses**.** Therefore, staff recommends denial.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Beer/Wine/Cooler Off-Sale Establishment is within an existing Convenience Store at 6430 West Lake Mead Boulevard, Suite #115. The addition of a Beer/Wine/Cooler Off-Sale Establishment use within this area is not compatible with the existing and future land uses as specified by the General Plan, as it does not meet minimum separation distance from a church.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of land use proposed; however, it does not meet the minimum separation distance required from a church.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial, and Torrey Pines Drive, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   It will not compromise the public health, safety, and welfare or overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Beer/Wine/Cooler Off-Sale use does not meet all of the applicable conditions per Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission considered the following two conditions:

- Maximum 2% of the floor area for alcohol sales.
- Hours of operation shall be 9:00 am to 6:00 pm

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 37

SENATE DISTRICT 3

NOTICES MAILED 977 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35731** APN: 138-23-201-008

Name of Property Owner: _____

Name of Applicant: Ivan Trujillo

Name of Representative: Law Offices of Jay Brown

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Victor Martinez MANAGER MEMBER

Print Name: Victor Martinez

Subscribed and sworn before me

This 3 day of March, 2009

Kathryn L Davis

Notary Public in and for said County and State

KATHRYN L. DAVIS
Commission # 1637635
Notary Public - California
Monterey County
My Comm. Expires Jan 13, 2010

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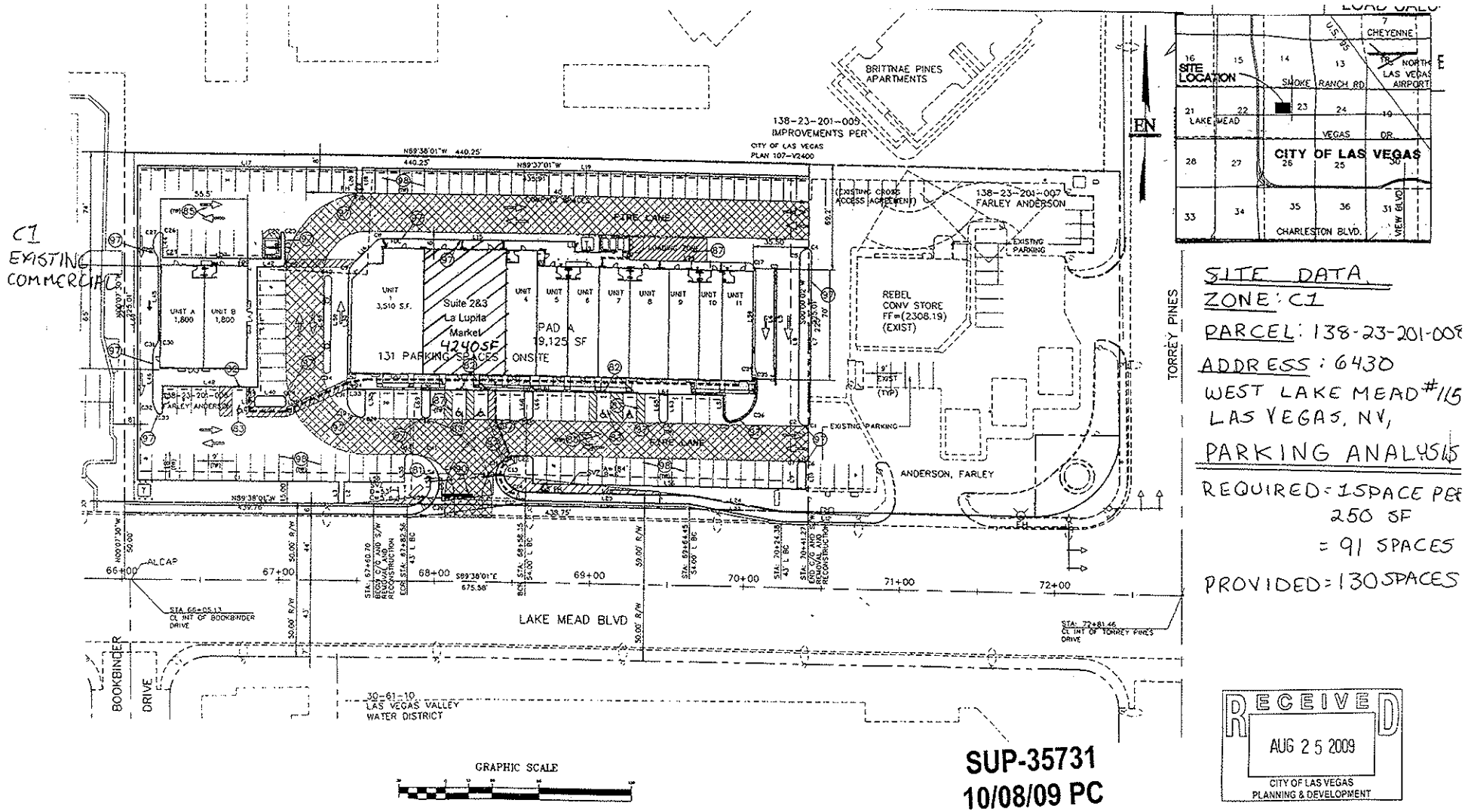
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LA LUPITA - SUP FOR OFF-SALE BEER & WINE



SITE DATA

ZONE: C1

PARCEL: 138-23-201-009

ADDRESS: 6430 WEST LAKE MEAD #115 LAS VEGAS, NV,

PARKING ANALYSIS

REQUIRED = 1 SPACE PER 250 SF = 91 SPACES

PROVIDED = 130 SPACES

SUP-35731
10/08/09 PC

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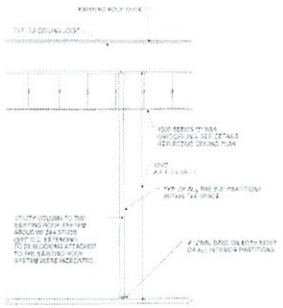
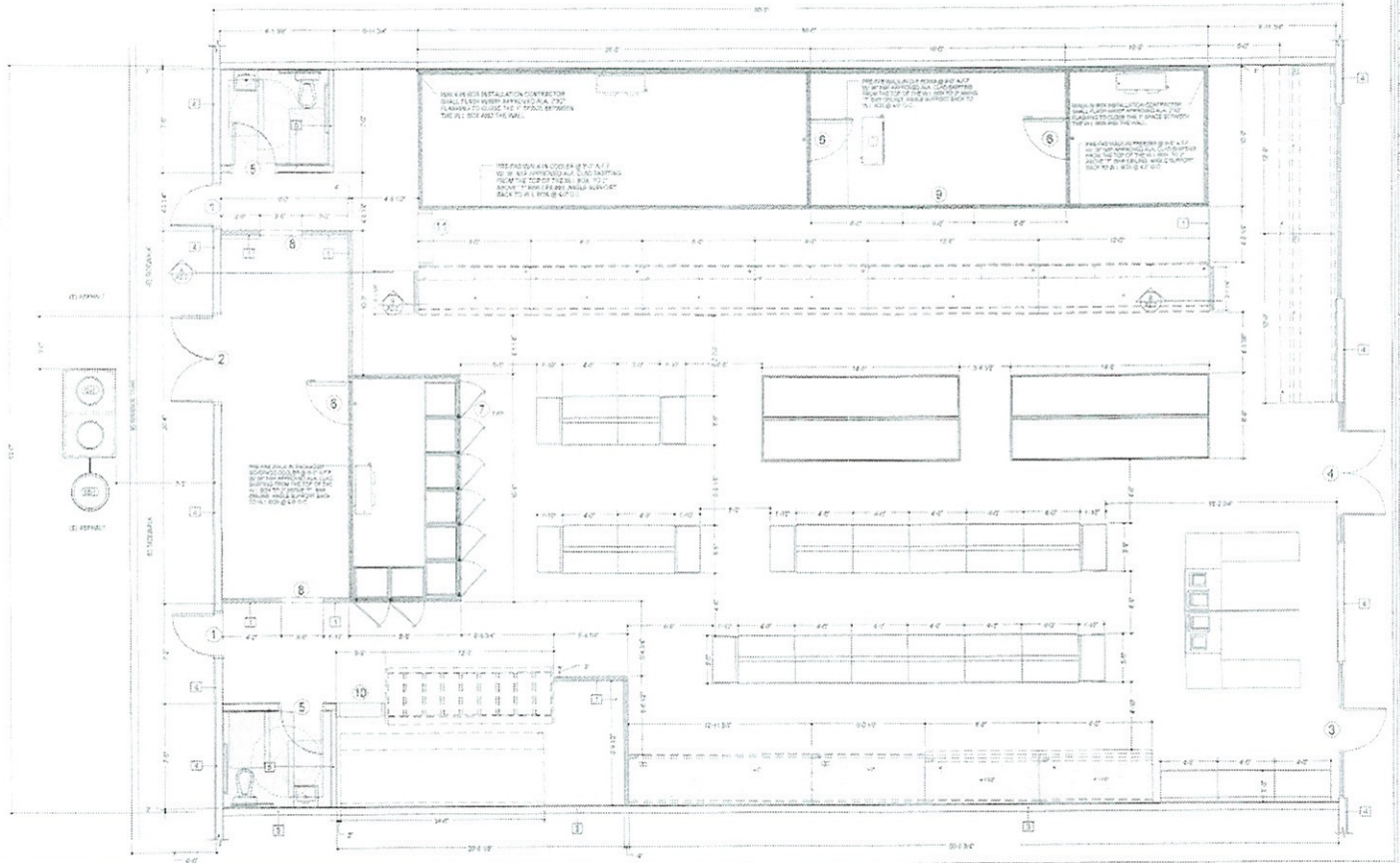
PLANNING & DEVELOPMENT



B TYP. NON-STRUCTURAL UTILITY COLUMN

(RC) TO SUPPLY & INSTALL ALL INTERCONNECTING REFRIG TUBING, HANGERS, FITTINGS INSULATION & FREON NECESSARY FOR A COMPLETE INSTALLATION. ALL MATERIALS TO BE NEW TUBING TO BE GRADE ACR BRAZING ALLOY TO BE HARRIS "STA-SILV" OR EQUAL. SOFT SOLDER JOINTS ARE NOT ACCEPTABLE. ALL EXPOSED SUCTION LINE NOT RUN IN FIXTURES TO BE INSULATED BACK TO REFRIG. RACK. AFTER COMPLETIONOF ROUGH INSTALLATION ALL SYSTEMS TO BE PLACED UNDER 250 P.S.I. DRY NITROGEN PRESSURE FOR 24 HRS. ANY SYSTEM TO SHOW PRESSURE LOSS SHALL BE REPAIRED AT THAT TIME. AFTER FINAL CONNECTION TO EVAPORATORS & REFRIG. RACK, ALL SYSTEMS ARE TO BE EVACUATED TO 500 MICRONS WITH A VAC PUMP. (RC) SHALL INSTRUCT ELECTRIAL CONTRACTOR IN ON SITE MEETING AS TO THE CORRECT WIREING OF ALL SYSTEMS BEFORE ROUGH-IN. (RC) SHALL MAKE ALL ELECTRICAL TERMANATIONS TO EQUIPMENT.

REMOTE REFRIGERATION

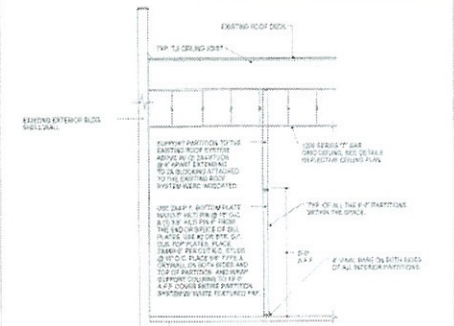


DIMENSIONAL FLOOR PLAN / PRE-FAB PARTITION PLACEMENT PLAN

TAG	ROUGH OPENING	FRAME	FRAME MATERIAL	SWING	DOOR SIZE	DOOR SLAB	HARD WARE	LOCK SET	STOP	REMARKS
1	N/A	PAINT GRADE METAL	(E) 1 3/4"	(E) SEE PLAN	(E) 36" W 84" H	PAINT GRADE METAL	(E) LEVER ADA	(E) PANIC	(E) FLOOR	INSTALL OPEN DOOR ALARM TO EXISTING HARDWARE, ELECTRICAL CONTRACTOR TO INSTALL AIR CURTIN MICRO SWITCH
2	N/A	PAINT GRADE METAL	(E) 1 3/4"	(E) SEE PLAN	(2) 36" W 84" H	PAINT GRADE METAL	(E) LEVER ADA	(E) PANIC	(E) FLOOR	INSTALL OPEN DOOR ALARM TO EXISTING HARDWARE, ELECTRICAL CONTRACTOR TO INSTALL (3) AIR CURTIN MICRO SWITCHS
3	N/A	(E) GLASS	(E) 1"	(E) SEE PLAN	36" W 84" H	(E) PRE-FINISH ALA & GLASS	(E) EP	(E) PANIC/PUSH BAR	(E) FLOOR	(E) NO CHANGES
4	N/A	(E) GLASS	(E) 1"	(E) SEE PLAN	(2) 36" W 84" H	(E) PRE-FINISH ALA & GLASS	(E) EP	(E) PANIC/PUSH BAR	(E) FLOOR	(E) NO CHANGES
5	N/A	BLACK T MATL	4 7/8"	(E) SEE PLAN	36" W 80" H	PAINT GRADE M.D.	(E) LEVER ADA	EP	(E) WALL	INSTALL FRAME BEFORE WALL CONTRINGS INSTALL WEATHER STEEL PUSH PLATES BOTTOM BOTH SIDES(DE CART PROTECTION)
6	36" W 84" H	ALUMINUM STOREFRONT	4"	SEE PLAN	36" W 84" H	PRE-FINISH N/A	(E) LEVER ADA	OUTSIDE LOCK INSIDE PANIC	WALL	NSF APPROVED CONSTRUCTION INSTALL BY REFRIGERATION CONTRACTOR
7	36" W 84" H	ALUMINUM STOREFRONT	4"	SEE PLAN	36" W 84" H	PRE-FAB STAINLESS GLASS	(E) LEVER ADA	OUTSIDE LOCK INSIDE PANIC	WALL	NSF APPROVED CONSTRUCTION INSTALL BY REFRIGERATION CONTRACTOR
8	36" W 84" H	ALUMINUM STOREFRONT	4"	N/A NO DOOR	N/A NO DOOR	N/A NO DOOR	N/A NO BODY	N/A NO DOOR	N/A	NSF APPROVED CONSTRUCTION INSTALL BY REFRIGERATION CONTRACTOR
9	36" W 84" H	ALUMINUM STOREFRONT	4"				ALA TOP SLIDE	N/A	N/A	NSF APPROVED VERTICAL SLIDE INSTALL BY REFRIGERATION CONTRACTOR
10	36" W DATE @ 84" H	ALUMINUM STOREFRONT	13"	LIFT DATE	36" W 84" H	LIFT DATE STAINLESS STEEL	WELDED S.S. 12" HINGE	N/A	END BLOCK	CUSTOM MANUFACTURED STAINLESS STEEL CONSTRUCTION INSTALLED BY REFRIGERATION CONTRACTOR
11	48" W DATE @ 84" H	ALUMINUM STOREFRONT	13"	LIFT DATE	48" W 84" H	LIFT DATE STAINLESS STEEL	WELDED S.S. 12" HINGE	N/A	END BLOCK	CUSTOM MANUFACTURED STAINLESS STEEL CONSTRUCTION INSTALLED BY REFRIGERATION CONTRACTOR

DOOR & OPENING SCHEDULE

PARTITION TYPES



A TYP. NON-STRUCTURAL PRE-FAB PARTITION

PARTITION SECTION

REVISIONS

DATE	DESCRIPTION

PROJECT TITLE

La Lupita Market

TENANT IMPROVEMENTS - COMMERCAIL LEASE SPACE

LAKE MEAD PROMENADE / NWC Tory Pines & Lake Mead
6430 W. LAKE MEAD, SUITES 2&3, LAS VEGAS, NV.

SHEET TITLE

TENANT IMPROVEMENT DIMENSIONAL FLOOR PLAN

DOOS & OPENING SCHEDULE

PARTITION TYPES

PARTITION SECTION

A2.2

SUP-35731
10/08/09 PC

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



SUP-35731 - APPLICANT: LA LUPITA MEAT, MARKET LLC - OWNER: V & I LAKE MEAD PROMENADE, LLC

6430 WEST LAKE MEAD BOULEVARD, SUITE #115

OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09



SUP-35731 - APPLICANT: LA LUPITA MEAT, MARKET LLC - OWNER: V & I LAKE MEAD PROMENADE, LLC

6430 WEST LAKE MEAD BOULEVARD, SUITE #115

OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

LAW OFFICE
Jay H. Brown, Ltd.
A PROFESSIONAL CORPORATION
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jay@jhbrownltd.com

June 17, 2009

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV, 89101

Re: Use Permit to allow sale of off-sale beer, wine and cooler

Dear Sir / Madam,

On behalf of our client, La Lupita Meat Market, we respectfully request a Special Use Permit review to allow off-sale beer wine and coolers. The existing meat market is located within a C-1 zone which allows beer and wine sales in conjunction with a specialty retail store with a Special Use Permit.

The specialty retail store occupies +/- 4200 square feet within a strip mall at 6430 West Lake Mead. The only protected use within a 400 foot radius is a church located on the south side of Lake Mead Boulevard. Because Lake Mead Blvd is wider than 100 feet, Chapter 19.04, Off-sale Establishments, part 7.d deems that the separation requirement may be waived.

The La Lupita market has sold meat and produce from this location since October 2005. Since this time, the management has received several requests for beer and coolers during the summer barbeque season. Many customers assume beer and coolers are a compatible product to the large meat and produce based orders bought from the market. Based on the three years of operation the La Lupita management is confident that the off-sale products will be purchased in conjunction with groceries in contrast to a convenience store where off-sale products are typically sold individually.

Thank you for your consideration. If you have questions or concerns, please contact me at (702) 598-1408

Lora Dreja
Land Entitlements
Brown, Brown and Premsrirut

SUP-35731
10/08/09 PC

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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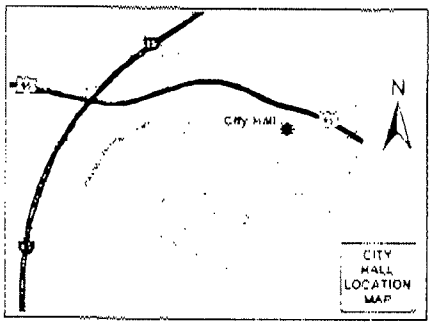

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-35731

City Council Meeting of 11/4/2009

HOFER HELMUT & ANNA
3947 E LASS AVE
KINGMAN AZ 86409-0847

APN#13823412003

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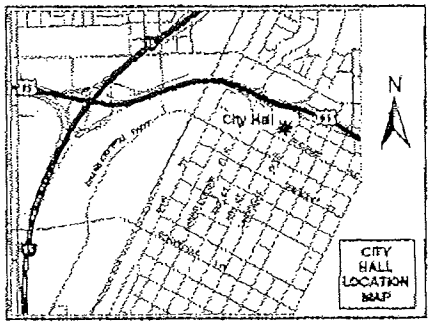

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35731
City Council Meeting of 11/4/2009

CRIS CATHARINE & CRIS 1980 TRUST
8585 W CRAIG RD
LAS VEGAS NV 89129-2201

APN#13823210045

HAYDEN 1 89129

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

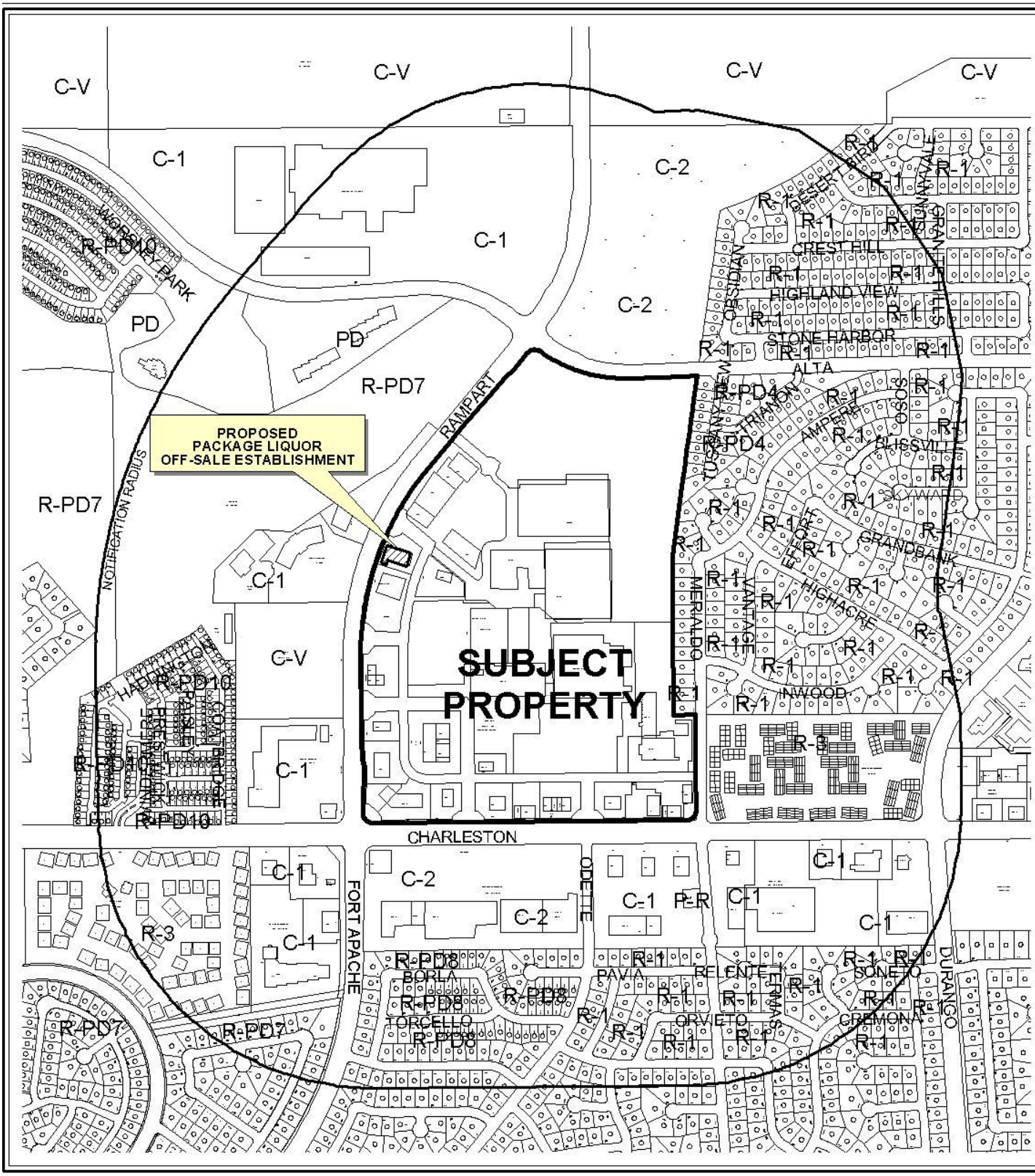
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35891 – ABEYANCE ITEM - 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	**17**	**City Council Meeting**	**9**

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. Protest/Support Postcards
8. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 23



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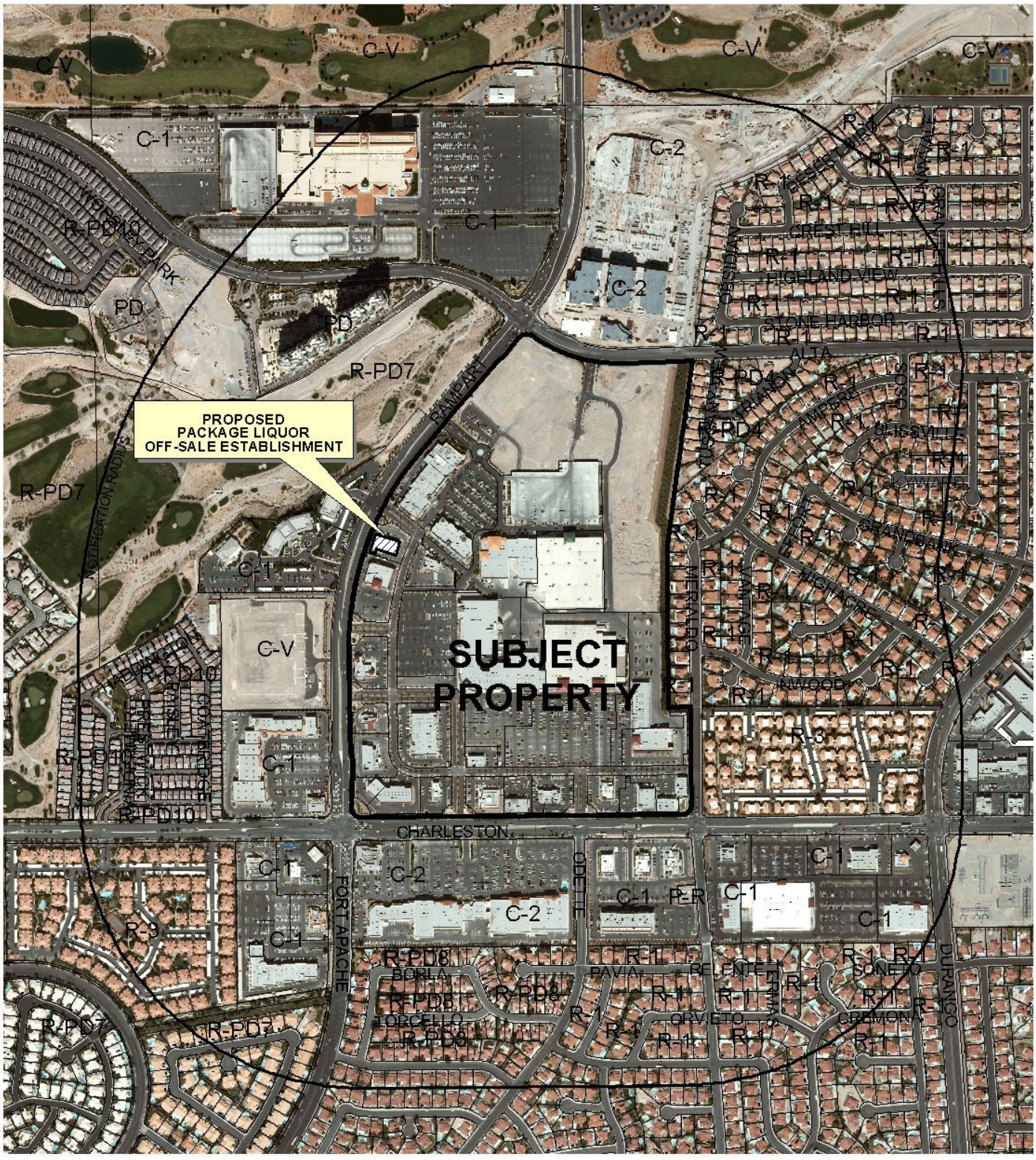
CASE: **SUP-35891**

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)

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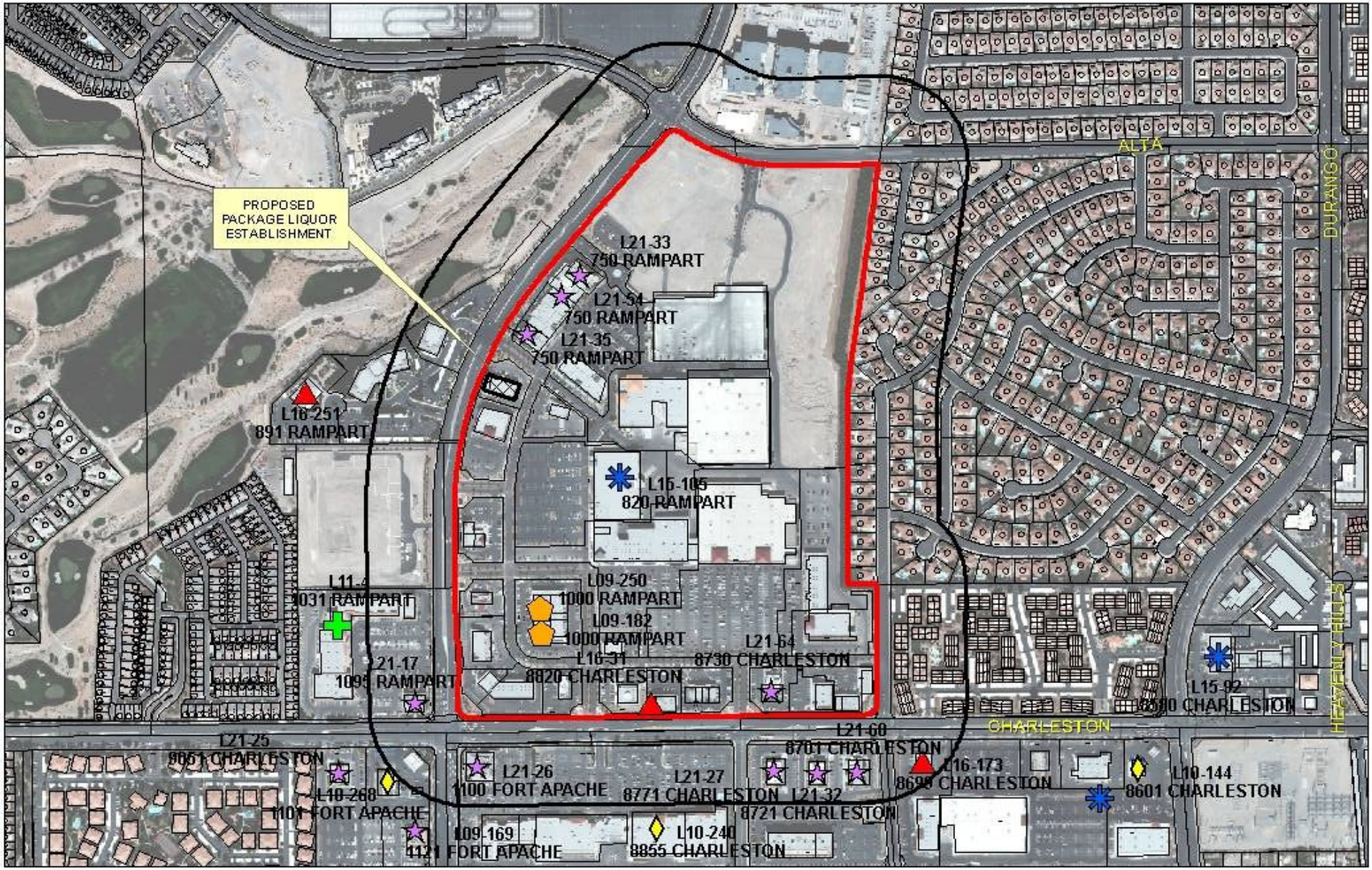

SUP-35891

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 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 2, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a 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

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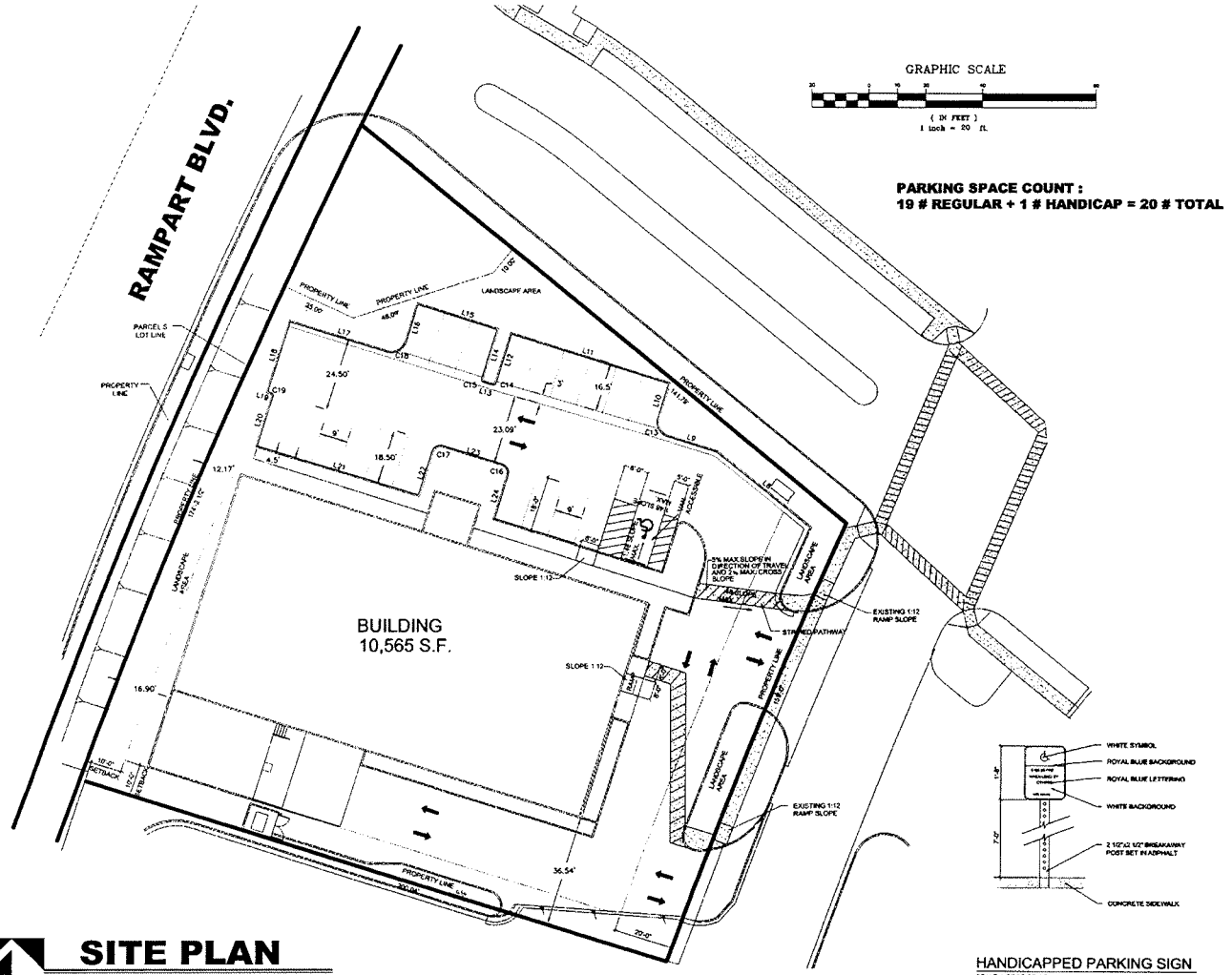
PLANNING & DEVELOPMENT

LEE'S DISCOUNT LIQUOR

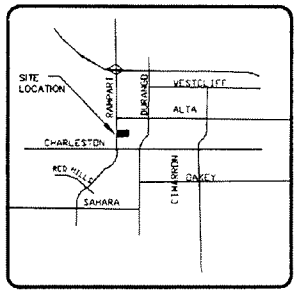
780 S. Rampart Blvd. Las Vegas, NV 89145



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:

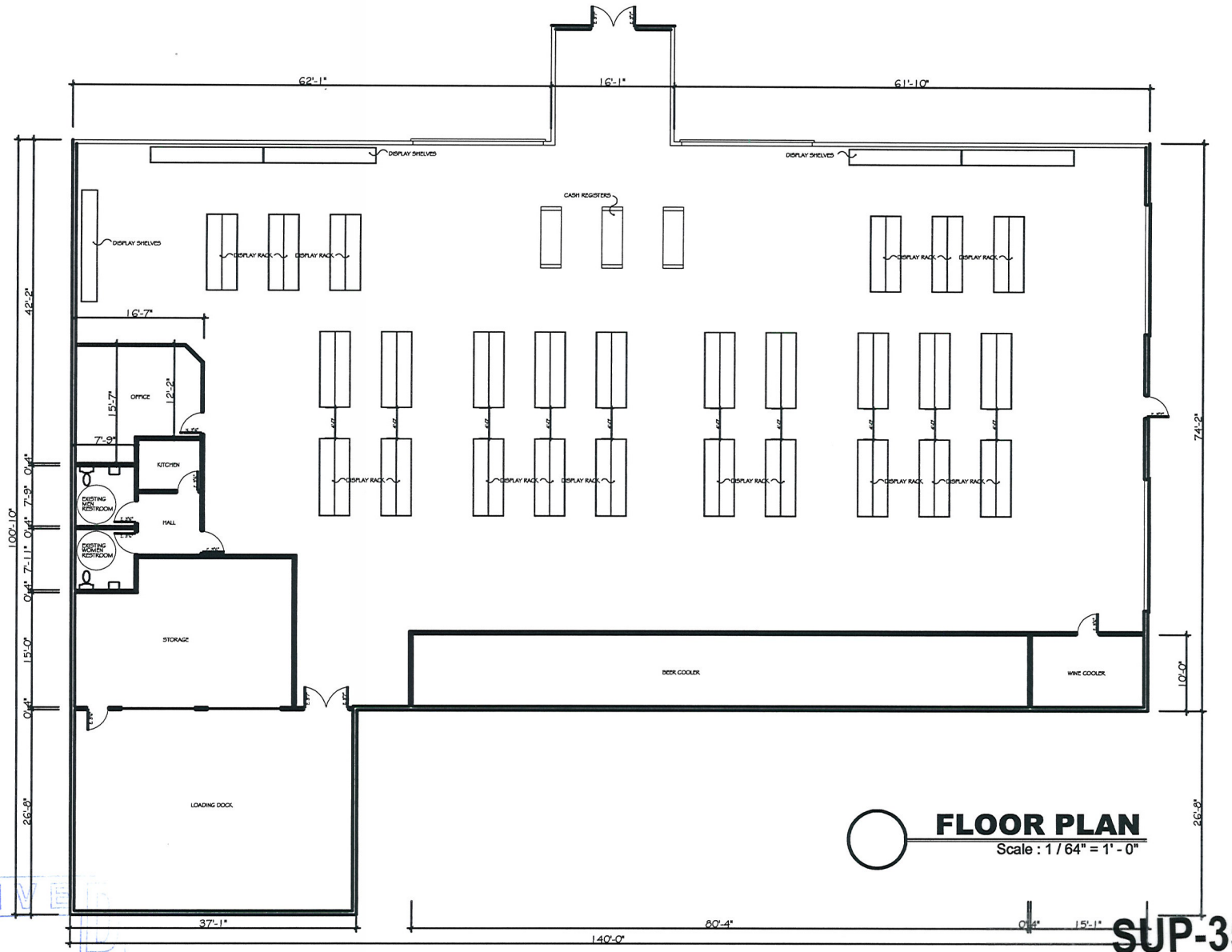
DATE:

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

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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

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SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC
780 SOUTH RAMPART BOULEVARD
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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

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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)

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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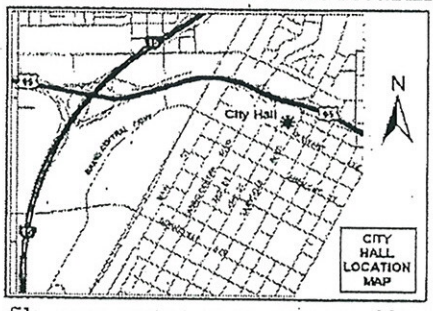

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SUP-35891
City Council Meeting of 12/02/2009

YEATON HARVEY W & DEBRA A
8629 DESERT BIRD DR
LAS VEGAS NV 89145-4861

APN#13832611052

IAVDS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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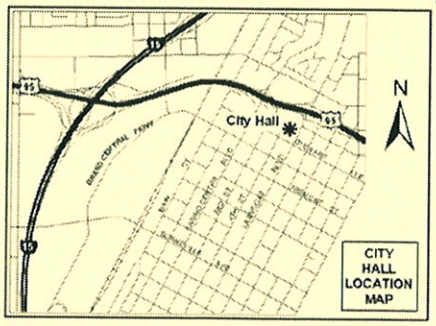

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SUP-35891
City Council Meeting of 12/02/2009

KAZEMINI MATTHEW R
POURESMAEIL FERESHTEH
501 TUSCANY VIEW ST
LAS VEGAS NV 89145-4877

APN#13832719022

Submitted after final agenda
Date 11/25/09 Item #90

IAVDS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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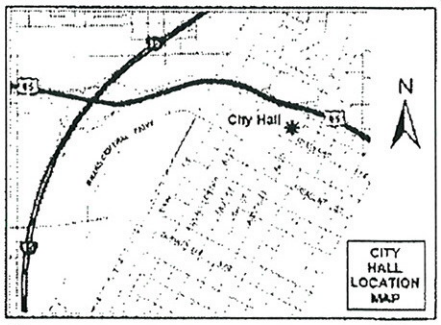

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SUP-35891
City Council Meeting of 12/02/2009

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2009 NOV 23 A 7:50

MILLER LEANNE L
8533 SUMMER VISTA AVE
LAS VEGAS NV 89145-4863

APN#13832611061

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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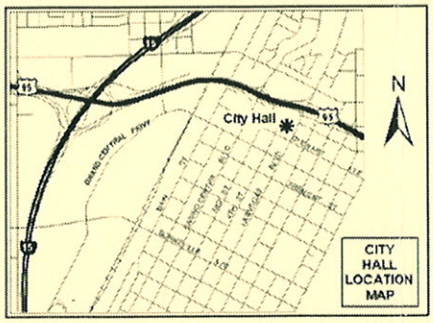
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 NOV 19 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2009 NOV 23 A 11:02

RED ROCK TRUST
P O BOX 370575
LAS VEGAS NV 89137-0575

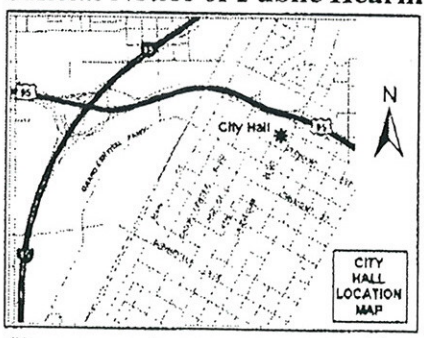
Ira Zimmerman, trustee

APN#13832611019

IAVOS11 89137

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

RECEIVED
CITY CLERK
2009 NOV 23 A 9:22

MCINTOSH BEVERLY
8629 CREMONA DR
LAS VEGAS NV 89117-1187

APN#16305514016

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
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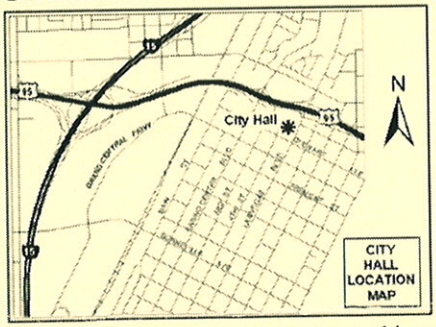
0004279218 NOV 19 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

RECEIVED
CITY CLERK
2009 NOV 23 A 11:02

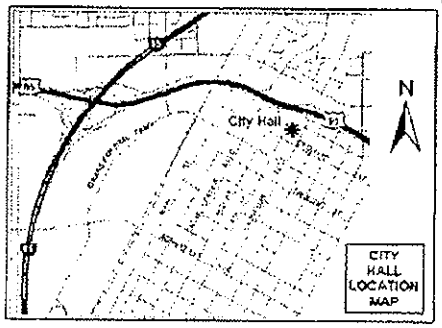
FOWKES DON L & CHARLYCE M
8634 CREMONA DR
LAS VEGAS NV 89117-1186

APN#16305514012

IAVDS11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

RECEIVED
CITY CLERK
2009 NOV 23 P 1:45

BRYAN REVOCABLE LIVING TRUST
BRYAN OSCAR E & SHARON A CO-TRS
1501 STAGECOACH LN S E
ALBUQUERQUE NM 87123-4430

APN#13832614042

Property Addr
8636 Stone Harbor
Las Vegas NV 89145

CITY CLERK

2009 NOV 21 A 9:49

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
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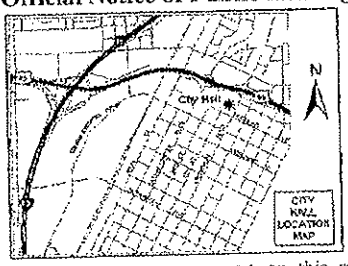
NOV 19 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



There is a store in the same lot people can buy from. There is a bar close by on Lake Mead. We don't want a liquor store in our neighborhood.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-35891
City Council Meeting of 12/02/2009

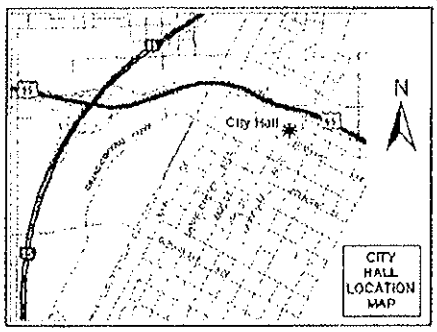
RICCA LAWRENCE & J REV LIV TR
992 PRESTWICK ST
LAS VEGAS NV 89145-8519

APN#13832415040

[illegible]

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

■ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

GRILLO FAMILY TRUST
GRILLO VICTOR J & PHYLLIS P TRS
8545 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5702

APN#13832613

ov 21 09 09:29a Victor

Nov. 23. 2009 4:05PM

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
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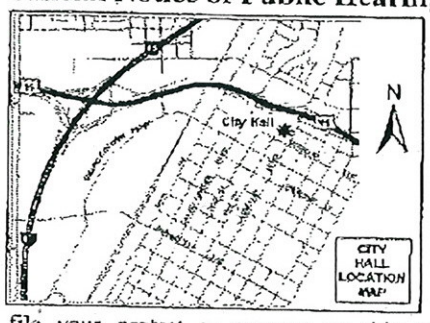
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

2009 NOV 30 A 11:10

RECEIVED
CITY CLERK

VONS COMPANIES INC
%STORE #1688
1371 OAKLAND BLVD #200
WALNUT CREEK CA 94596-8408

APN#13832412005

94596 [illegible]

No. 0562 P. 1/6

submitted after final agenda

Date 12/2/09 Item 90
W-2

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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PITNEY BOWES
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NOV 19 2009
MAILED FROM ZIPCODE 89101

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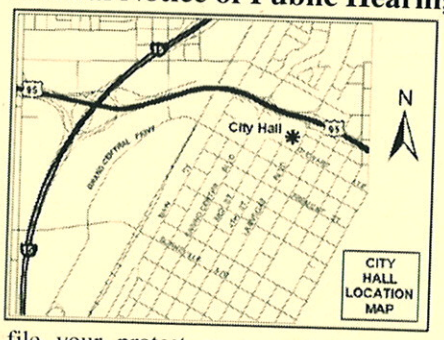
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

ECHOLS FAMILY TRUST
ECHOLS GARY E & SHARON A
8612 CREST HILL AVE
LAS VEGAS NV 89145-4867

APN#13832611047

IAVDS11 89145

Application Information

SUP-35891 - APPLICANT: LEE'S DISCOUNT LIQUOR - OWNER: THOMSON SUMMERLIN HOLDINGS, LLC – Appeal 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)

There is going to be another wine store in the shopping centers & we don't need another liquor store. One is enough. There is always the traffic issue that a liquor store of this size would generate in an already busy location. This has been denied once before, please deny it again.

Thank you, [illegible]

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 2, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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2009 NOV 30 A 8:27

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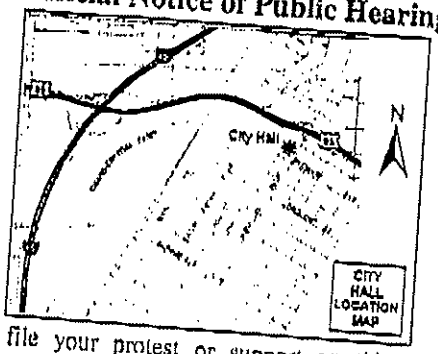
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

This town does not need easy acess to liquor stores there's enough drunk driving from the casino

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

GIATTINO VINCENT P & BETTY
940 COATBRIDGE ST
LAS VEGAS NV 89145-8524

APN#13832415015

IAVDS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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02 1M
0004279218
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CITY CLERK

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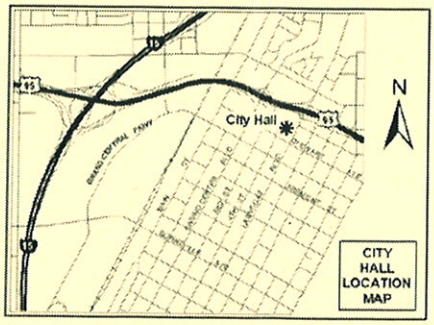

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

WHELAN RICHARD JOSEPH & SUSAN
P O BOX 371315
LAS VEGAS NV 89137-1315

APN#13832717018

IAVDS11 89137

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
PITNEY BOWES
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MAILED FROM ZIP CODE 89101

2009 NOV 25 A 10:58

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CITY CLERK

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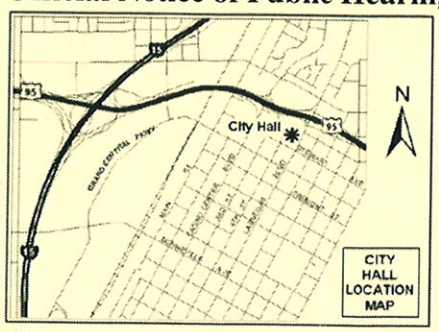
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

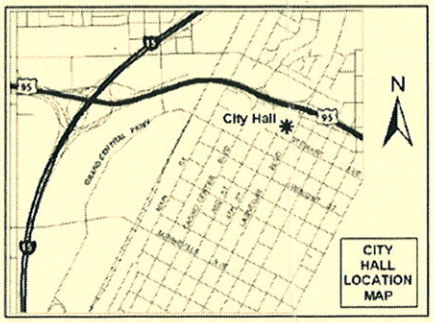
COOPER WILLIAM R & PHYLLIS T
P O BOX 81590
LAS VEGAS NV 89180-1590

APN#13832720011

IAVDS11 89180

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-35891
City Council Meeting of 12/02/2009

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UNITED STATES POSTAGE
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NOV 19 2009
MAILED FROM ZIP CODE 89101

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CITY CLERK
2009 NOV 25 A 10:58

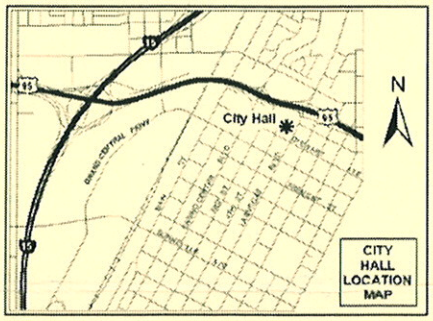
WHELAN FAMILY TRUST
WHELAN RICHARD J & SUSAN T TRS
P O BOX 371315
LAS VEGAS NV 89137-1315

APN#13832716003

IAVOS11 89137

Office Of [illegible]
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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SUP-35891
City Council Meeting of 12/02/2009

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UNITED POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 NOV 19 2009
MAILED FROM ZIP CODE 89101

2009 DEC -1 A 11: 22
RECEIVED
CITY CLERK

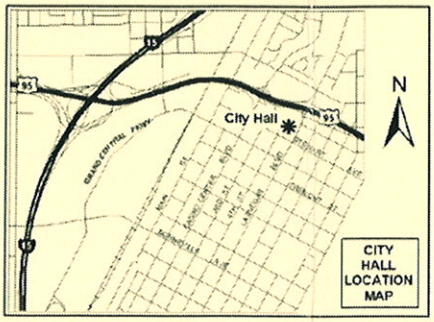
FULTZ LESTER & SYLVIA
8648 BLISSVILLE AVE
LAS VEGAS NV 89145-4872

APN#13832718016

IAVOS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

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UNITED POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 NOV 19 2009
MAILED FROM ZIP CODE 89101

2009 DEC -1 P 2: 07
RECEIVED
CITY CLERK

WHITE ROY M & CORAL
8652 ISOLA DR
LAS VEGAS NV 89117-1188

APN#16305514004

Submitted after final agenda

Date 12/1/09 Item 90

IAVOS11 89117

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

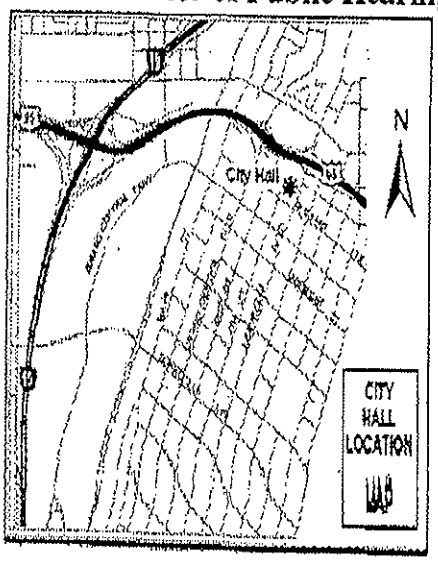
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004278218 NOV 19 2009
MAILED FROM ZIP CODE 89101

2009 NOV 23 A 7:50

RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

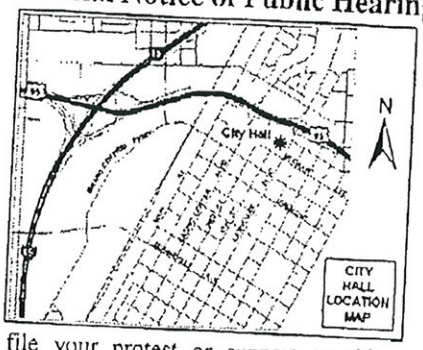
HOOGE JOHN L & JUDITH M REV TR
HOOGE JOHN L & JUDITH M TRS
8620 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5708

APN#13632613007

IAVOS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 NOV 19 200
MAILED FROM ZIP CODE 8910

2009 NOV 23 A 7:50

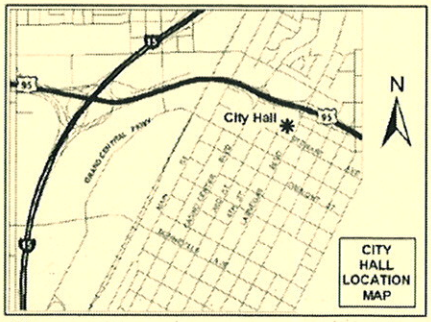
RECEIVED CITY CLERK

THOMSON JILL R & FRANKLIN G
10316 ROCKY MESA CT
LAS VEGAS NV 89144-4348

APN#13831816047

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

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UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

2009 NOV 24 A 11:04

RECEIVED CITY CLERK

GLOVER LORI K
%L DYER
8617 TRIANON LN
LAS VEGAS NV 89145-4875

APN#13832719005

IAVDS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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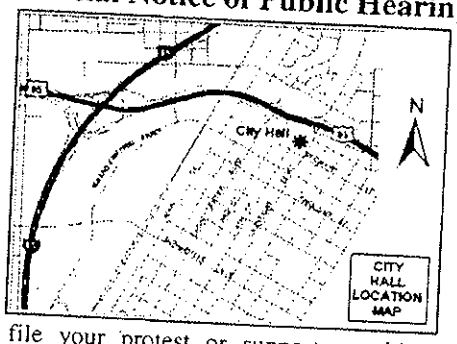
Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

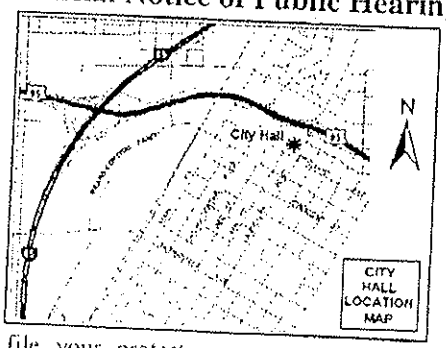
City Council Meeting of 12/02/2009

GURULE JOSEPH EDWARD
725 VANTAGE LN
LAS VEGAS NV 89145-4820

APN#13832812017

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



2009 NOV 23 A 11:19

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CITY CLERK

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

City Council Meeting of 12/02/2009

BRUNGARDT ARDITH V REV LIV TR
BRUNGARDT ARDITH V TRS
9117 KINGS TOWN AVE
LAS VEGAS NV 89145-8523

APN#13832414028

I would like a Lee's Liquor in Bocce Park,

89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2009 NOV 24 A 7:13

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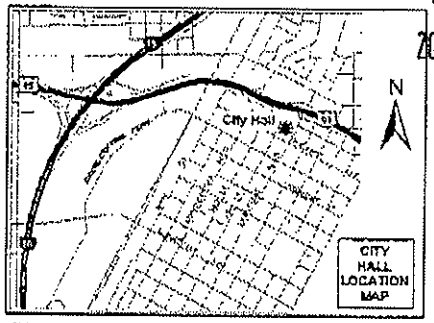

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

We would love to have a Lee's this close & convenient There is plenty of parking and great bicycle security to discourage negatives.

MIKULA MICHAEL JOHN
8624 INWOOD DR
LAS VEGAS NV 89145-4801

APN#13832813037

Nov 21 09 01:36p MILTON HOMER 702-948-0715 p.1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIPCODE

2009 NOV 23 A 7:50

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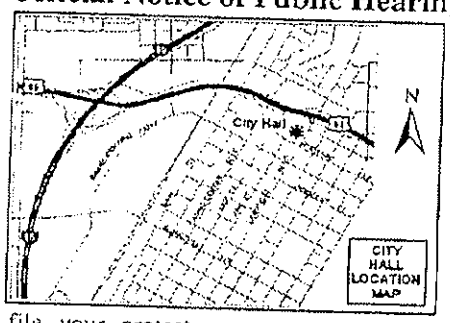

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

THOMSON SUMMERLIN HOLDINGS LLC
%F & J THOMSON
10316 ROCKY MESA CT
LAS VEGAS NV 89144-4348

APN#13832312002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89155

2009-11-28 12:22

CLIFF – 7022429482 >>

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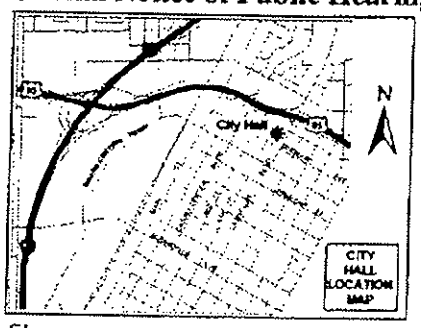
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891
City Council Meeting of 12/02/2009

RECEIVED
CITY CLERK
2009 NOV 30 A 8:27

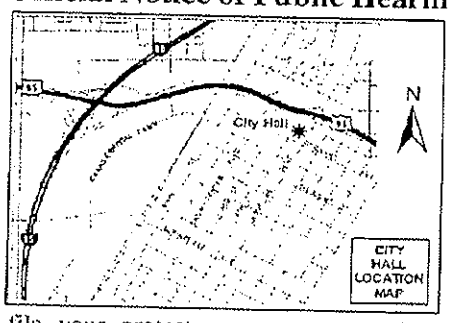
KLINKHAMMER CLIFFORD J & CAROL
424 SURF VIEW DR
GLENEDEN BEACH OR 97388

APN#13832719024

97388

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-35891

City Council Meeting of 12/02/2009

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2009 NOV 30 P 2:09
CITY CLERK

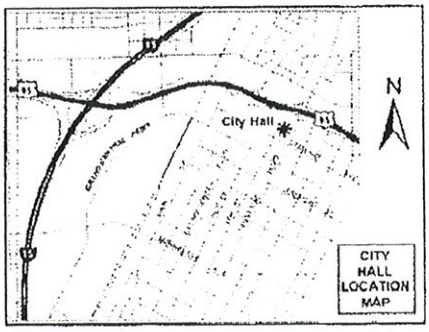
PANKRATZ FAMILY TRUST
9103 ALTA DR #801
LAS VEGAS NV 89145-8501

APN#13832213168

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

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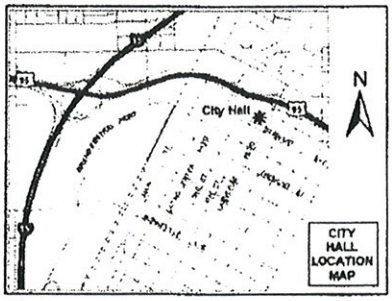
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



OCT 26 2009

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☐ 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

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0004279218 OCT 23 2009
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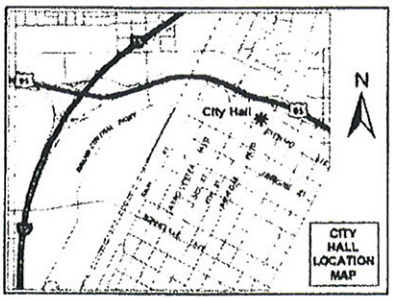

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OCT 23 2009
NOV 02 2009

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☐ 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

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MAILED FROM ZIP CODE 89101

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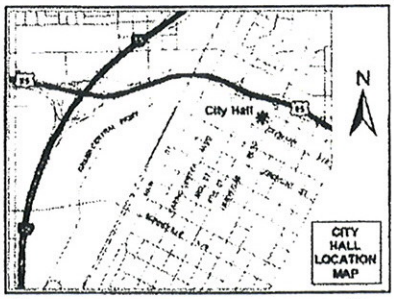

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-35891
Planning Commission Meeting of 11/05/2009

OCT 26 2009

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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

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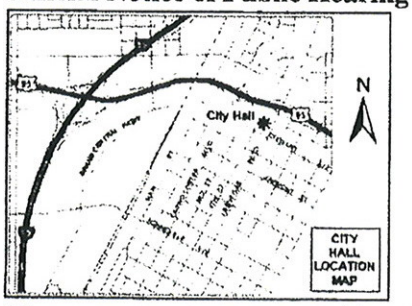

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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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

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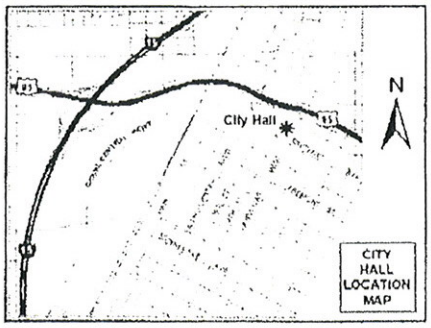
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

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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

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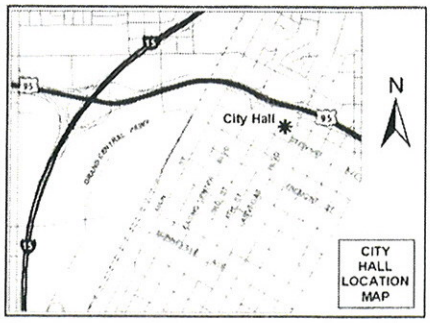

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-35891
Planning Commission Meeting of 11/05/2009

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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

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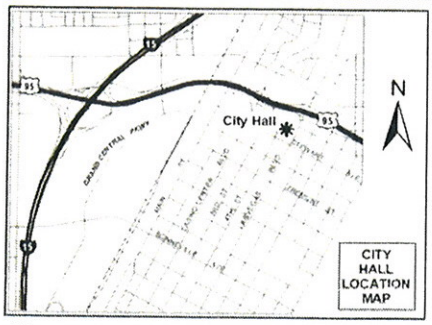
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-35891

Planning Commission Meeting of 11/05/2009

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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

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UNITED STATES POSTAGE PITNEY BOWES
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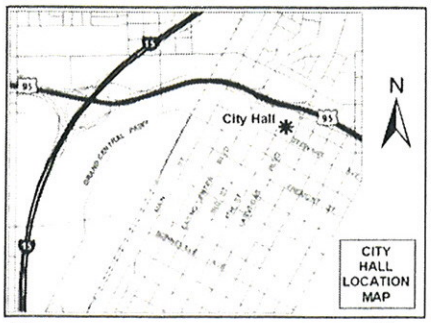

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-35891
Planning Commission Meeting of 11/05/2009

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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

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UNITED STATES POSTAGE
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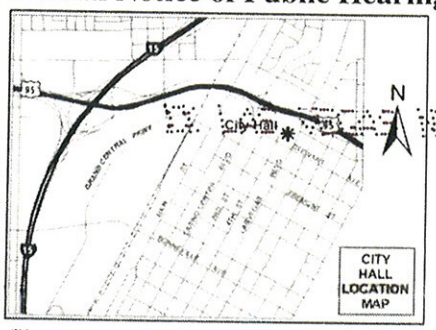
Official Notice of Public Hearing



RECEIVED
NOV 02 2009

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☐ 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

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UNITED STATES POSTAGE
PITNEY BOWES
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OCT 23 2009
MAILED FROM ZIP CODE 89101

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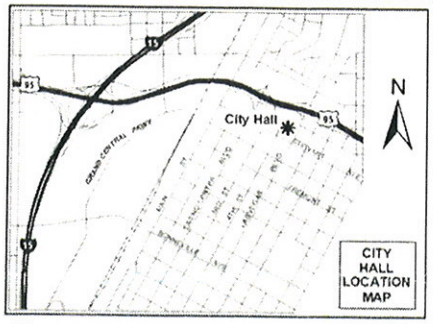
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35891

Planning Commission Meeting of 11/05/2009

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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

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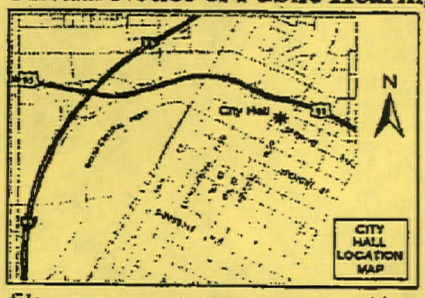
Official Notice of Public Hearing



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

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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
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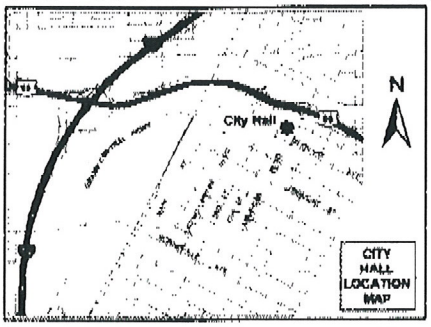
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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
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0004279218
$ 00.41
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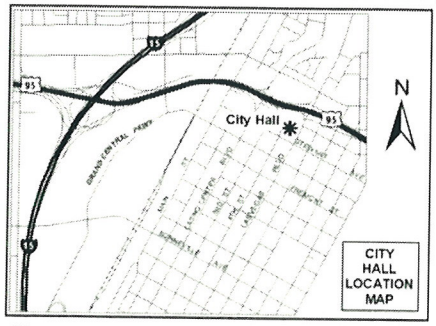
MAILED FROM ZIP CODE 8910

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
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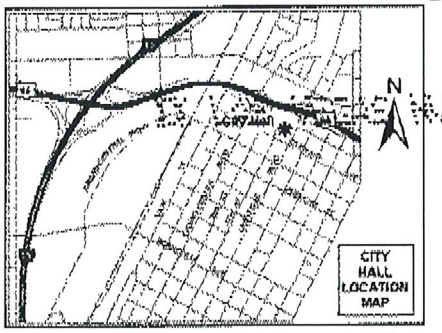

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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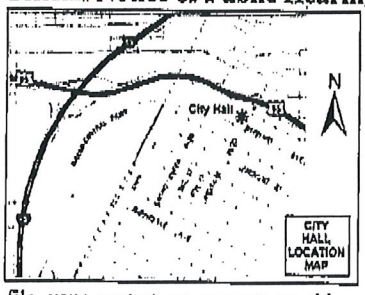

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☐ I SUPPORT this Request

☒ 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

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02 1M $ 00.41⁴
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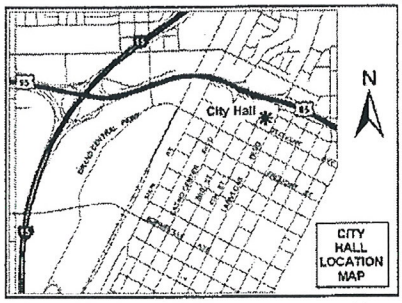

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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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

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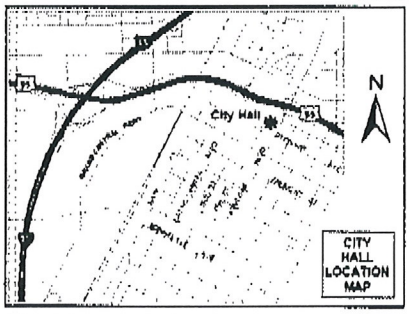

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SUP-35891

Planning Commission Meeting of 11/05/2009

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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

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UNITED STATES POSTAGE
PITNEY BOWES
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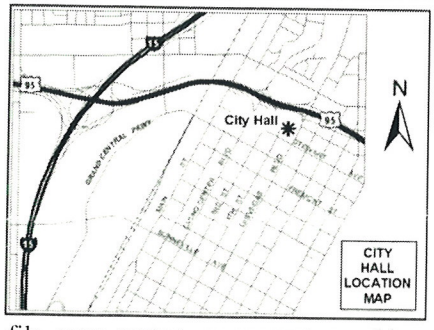

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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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

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218 OCT 08 2009
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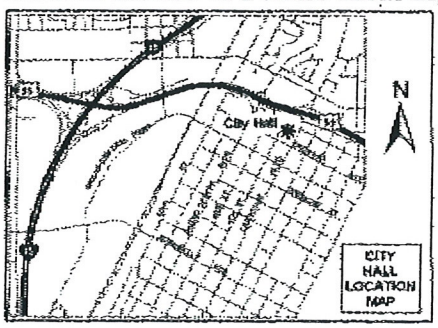

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-35891

Planning Commission Meeting of 10/22/2009

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OCT 23 2009

Case: SUP-35891

13832415040
RICCA LAWRENCE & J REV LIV TR
992 PRESTWICK ST
LAS VEGAS NV 89145-8519

23P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279219 OCT 28 2009
MAILED FROM ZIPCODE 89101

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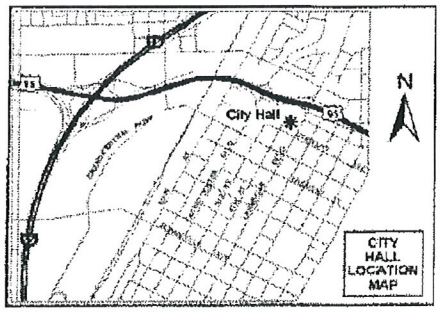

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OCT 27 2009

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☒ 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

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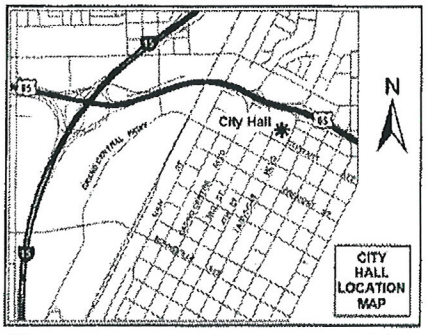

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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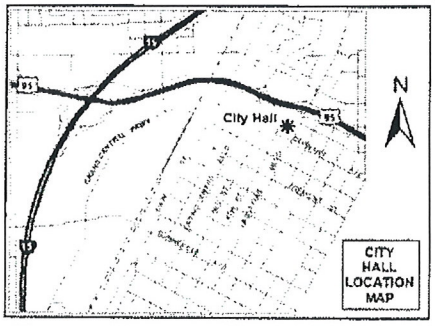

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SUP-35891
Planning Commission Meeting of 11/05/2009

Case: SUP-35891
13832819225
GENTILE MICHELLE A
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

HAND11 89145

23A

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Las Vegas, Nevada 89101-2986

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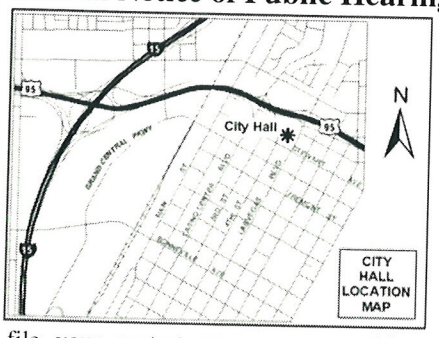

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SUP-35891

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

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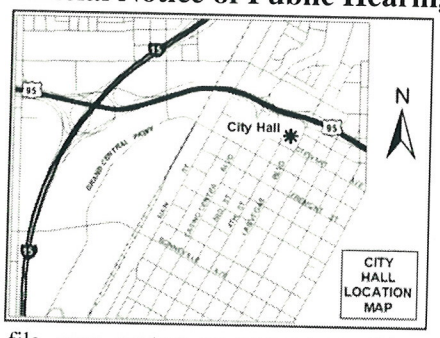

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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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
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Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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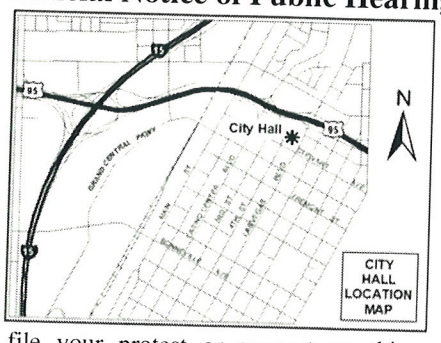

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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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

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Planning & Development Department
Development Services Center
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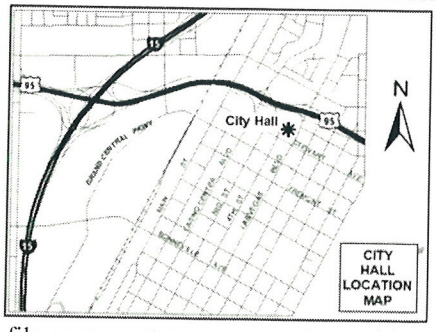

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Case: SUP-35891

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

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SUP-35891

Planning Commission Meeting of 10/22/2009

HAVC811 89145

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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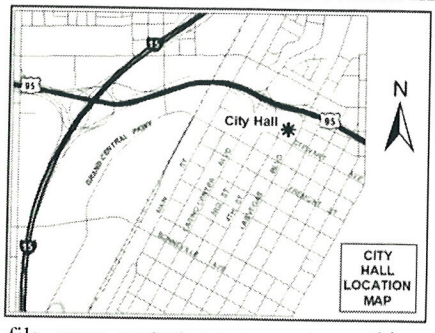

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-35891

Planning Commission Meeting of 10/22/2009

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Case: SUP-35891

13832213138
Q R TOWER 2 406 L L C
9101 W ALTA DR #102
LAS VEGAS NV 89145-8501

HAVDS11 89145

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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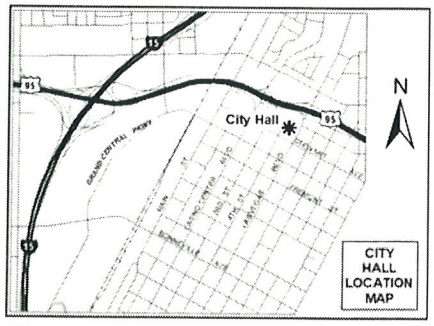

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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

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City of Las Vegas
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Development Services Center
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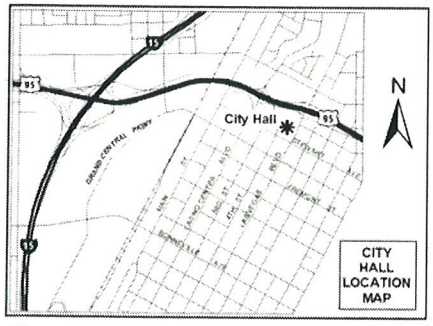

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Case: SUP-35891

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

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SUP-35891
Planning Commission Meeting of 10/22/2009

HAVDS11 89145

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City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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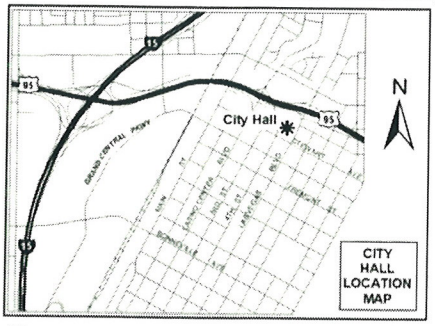

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-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

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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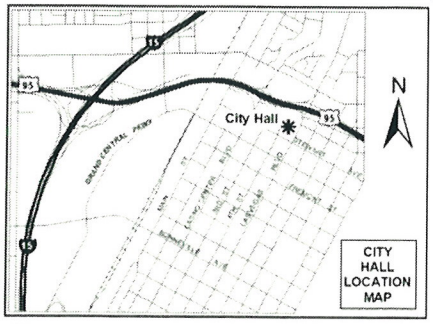

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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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
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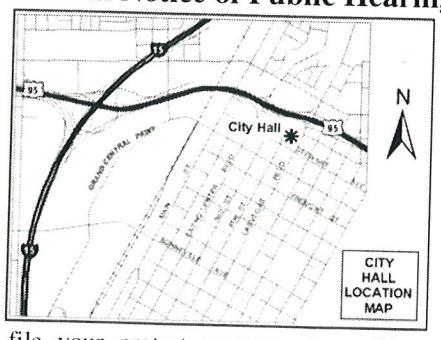
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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
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Las Vegas, Nevada 89101-2986

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OCT 08 2009
MAILED FROM ZIP CODE 89101

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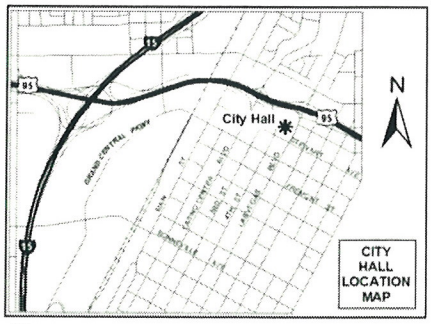

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Case: SUP-35891

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

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City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
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OCT 08 2009
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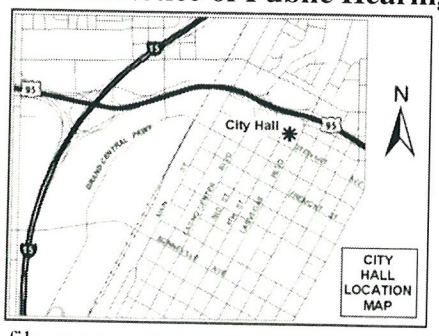

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
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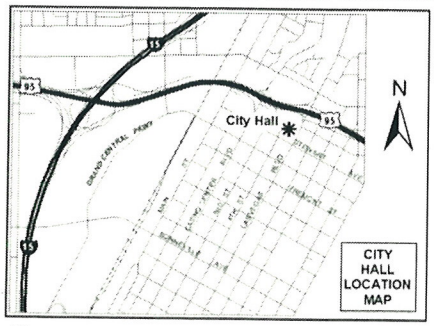

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Case: SUP-35891

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

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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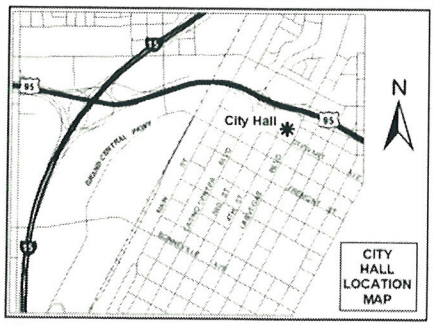
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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
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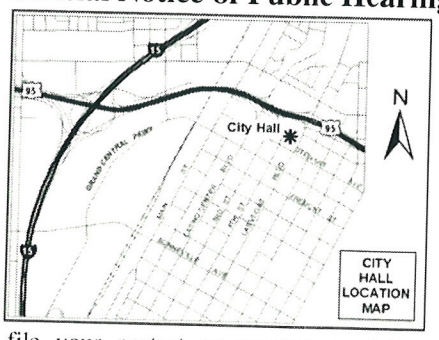
MAILED FROM ZIP CODE 891(

Return Service Requested
Official Notice of Public Hearing



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OCT 23 2009

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

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

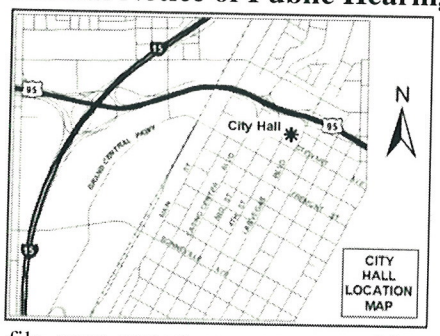
23A

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



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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

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
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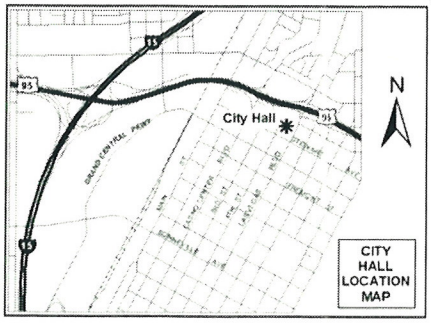
OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-35891
Planning Commission Meeting of 10/22/2009

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OCT 23 2009

Case: SUP-35891
13832415038
ENTRUST ADMINISTRATION
%G JR & E IRVIN
1160 ALPINE RD
WALNUT CREEK CA 94596-4402

HAYDEN 94596

23A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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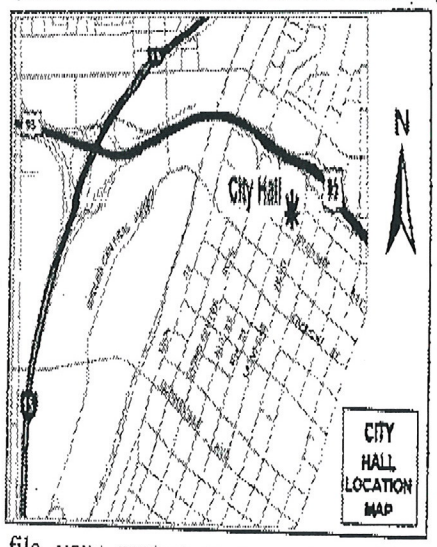
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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OCT 27 2009

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[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

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UNITED STATES POSTAGE PITNEY BOWES
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0004279216 OCT 08 2009
MAILED FROM ZIPCODE 89101

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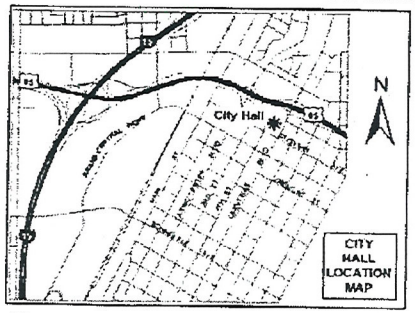
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 06 2009
MAILED FROM ZIPCODE 89101

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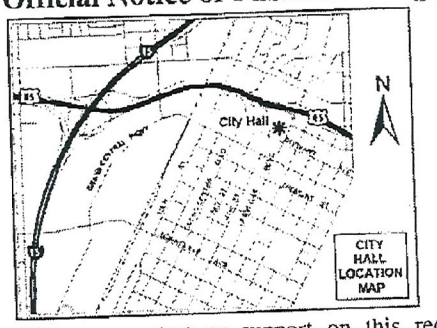

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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UNITED STATES POSTAGE
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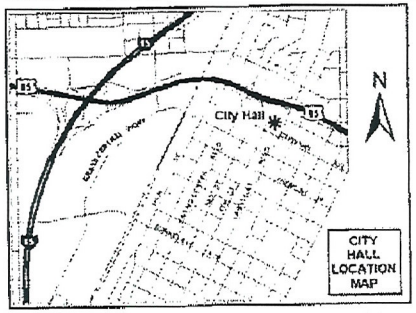
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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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

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MAILED FROM ZIP CODE 89101

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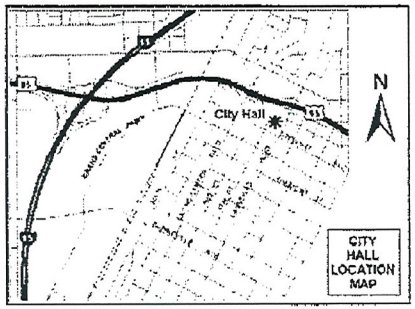

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

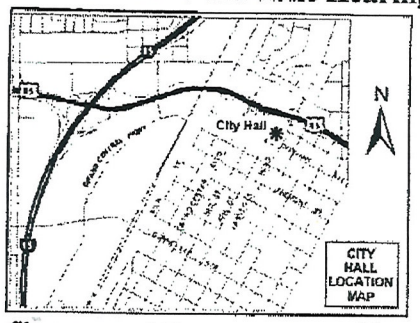
Oct 09 09 01:10p

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



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[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

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UNITED STATES POSTAGE PITNEY BOWES

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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

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UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

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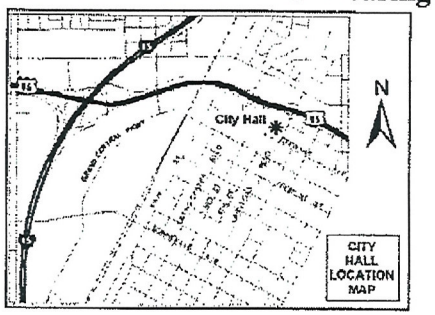

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2009
MAILED FROM ZIP CODE 89101

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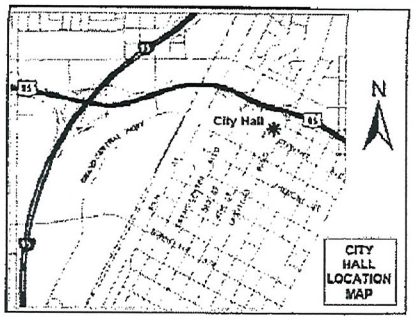

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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UNITED STATES POSTAGE
PITNEY BOWES
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MAILED FROM ZIPCODE 89101

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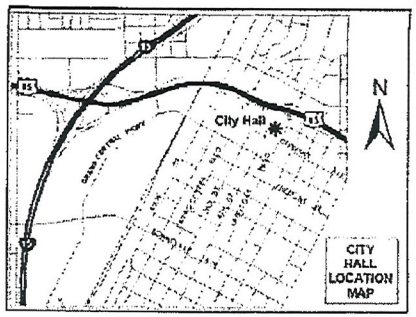

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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UNITED STATES POSTAGE
PITNEY BOWES
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$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

RECEIVED
OCT 29 2009

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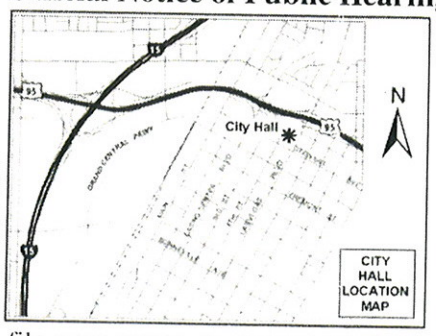

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

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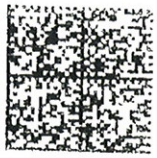

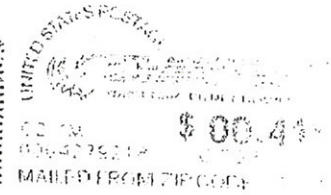

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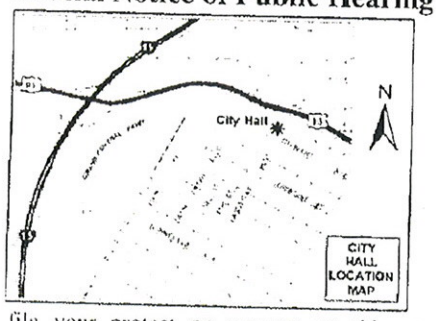

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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
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MAILED FROM ZIPCODE 89101

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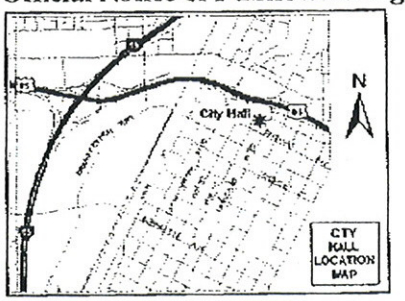

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Case: SUP-35891
13832819195
BORGNA REAL ESTATE THREE L L C
10624 S EASTERN AVE #A-124
HENDERSON NV 89052-2982

☒ 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

HAVDS11 89052

STEVEN S HOLT 7022569362 09 15:05

Submitted after final agenda

Date 11/02/09 Item 23A

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

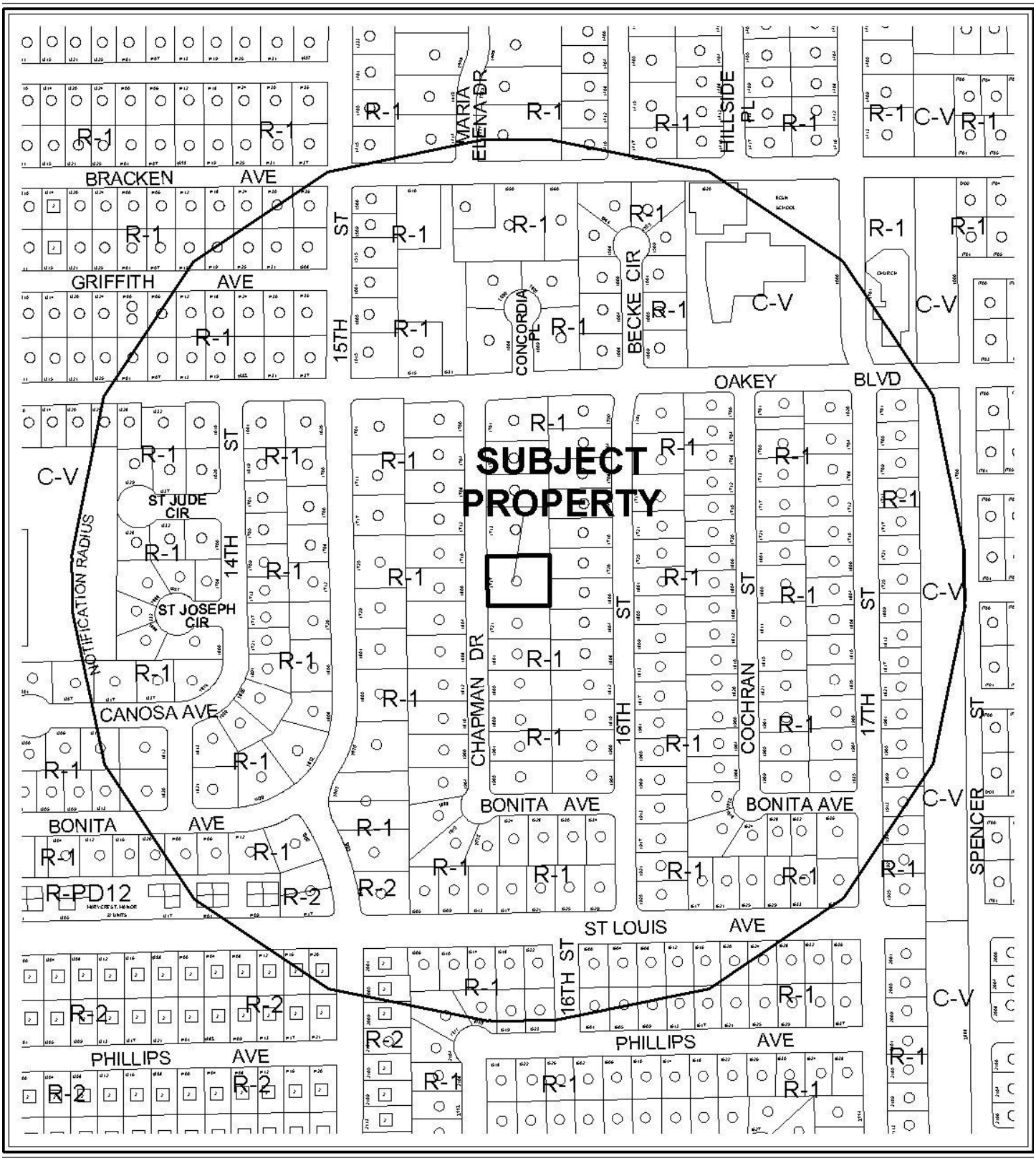
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-36271 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DINO MARINO - Request for a Variance TO ALLOW A 14-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED FOR A PROPOSED 327 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE FAMILY RESIDENCE on 0.42 acres at 1717 Chapman Drive (APN 162-02-312-063), R-1 (Single Family Residential) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**11**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 14



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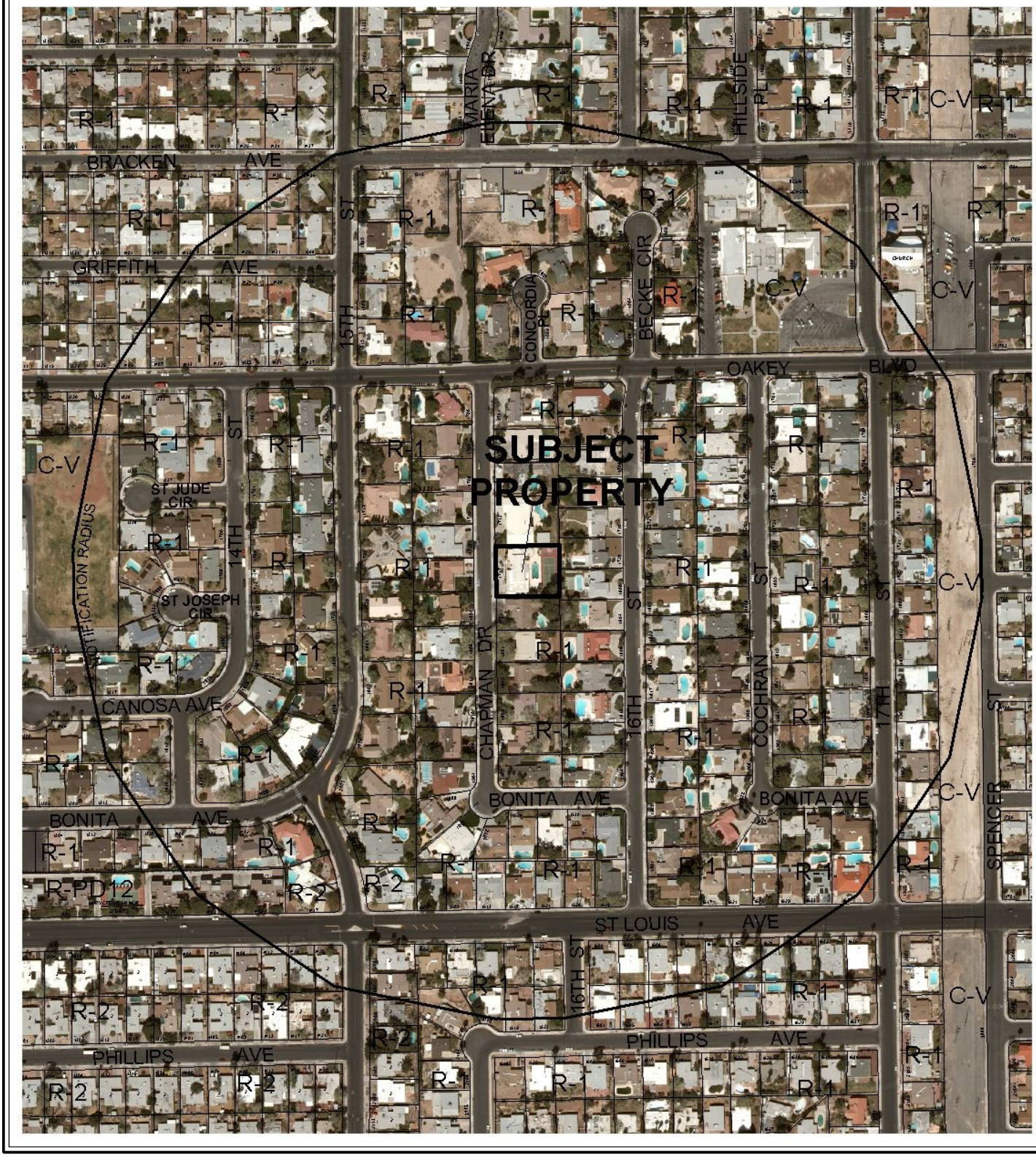
CASE: **VAR-36271**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: **VAR-36271**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-36271 - APPLICANT/OWNER: DINO MARINO

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0-1/se vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Public Works

2. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking layout 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 #222.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a 14-foot front yard setback, where a 20-foot front yard setback is the minimum required at 1717 Chapman Drive. The applicant is proposing to build a garage addition on the front of the residence that will encroach six feet into the required 20-foot front yard setback of the property. Staff cannot support this Variance request, as the applicant has not provided compelling evidence of a unique or extraordinary circumstance, and has created a self-imposed hardship by proposing to overbuild the site; therefore, staff is recommending denial of this request. If this application is denied, the subject site will remain in its existing condition.

ISSUES

- The applicant's hardship is self-preferential in that the physical design of the property does not hinder the placement of an addition to the existing structure such that code requirements for setbacks cannot be met.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
11/19/09	The Planning Commission voted 5-0-1/se to recommend APPROVAL (PC Agenda Item #14/jb).
Related Building Permits/Business Licenses	
06/10/05	A Building Permit (#44641) was issued for a Hot Water Heater at 1717 Chapman Drive. The permit was expired on 12/08/05.
Pre-Application Meeting	
09/24/09	A pre-application meeting with the applicant was held where elements of submitting a Variance were discussed topics included: • Application Materials and Documents • Meeting Dates and Deadlines
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Field Check	
10/15/09	During a routine site inspection, staff observed a well maintained single-family residence.

Details of Application Request	
Site Area	
Gross Acres	0.41 Acres

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 Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family Residences	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			
A-O (Airport Overlay) District – (200 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 development standards set forth in Title 19.08

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	20 Feet	14 Feet	N
• Side (North)	5 Feet	5 Feet	Y
• Side (South)	5 Feet	10 Feet	Y
• Rear	15 Feet	70 Feet	Y

ANALYSIS

Title 19.08.040, Table 1 requires a front yard setback of 20 feet in the R-1 (Single-Family Residential) zoning district. The placement of the proposed building addition is six feet closer to the front property line than allowed by code, a 30 percent deviation. The applicant has indicated that the proposed garage expansion is intended to create additional space for vehicle storage, and will not create any habitable space. However, the size and shape of the lot do not hinder conformance with the front yard setback requirement. Staff cannot support this Variance request as the applicant has not provided compelling evidence of a unique or extraordinary circumstance, and has created a self-imposed hardship by proposing to overbuild the site; therefore, staff is recommending denial of this request.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented. The size and shape of the lot do not hinder conformance with the front yard setback standard. The applicant has created a self-imposed hardship by locating a proposed building addition to a single family dwelling within the required front yard setback area. Relocating the proposed structure at least 20 feet from the front property line would allow conformance to 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

A petition supporting the application was submitted at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 305 by City Clerk

APPROVALS 7

PROTESTS 0

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE

Project Address (Location) 1717 CHAPMAN DRIVE

Project Name MARINO GARAGE ADDITION **Proposed Use** GARAGE ADDITION

Assessor's Parcel #(s) 162-02-312-063 **Ward #** _____

General Plan: existing L proposed — **Zoning:** existing R1 proposed —

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.42 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER DINO MARINO **Contact** DINO MARINO

Address 1717 CHAPMAN DRIVE **Phone:** 460-0394 **Fax:** 791-0977

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address DMARINO@LOAD-N-GO.COM

APPLICANT DINO MARINO **Contact** DINO MARINO

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Self **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DINO M. MARINO

Subscribed and sworn before me

This 5 day of Sept, 20 09.

_____

Clark County, Nevada

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

FOR DEPARTMENT USE ONLY

Case #	VAR 36271
Meeting Date:	11.19.09
Total Fee:	$830.-
Date Received:*	10.5.09
Received By:	HA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-36271** APN: 162-02-312-063

Name of Property Owner: Dino M. Marino

Name of Applicant: Dino M. Marino

Name of Representative: Dino M. Marino

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: Dino M. Marino

Print Name: Dino M. Marino

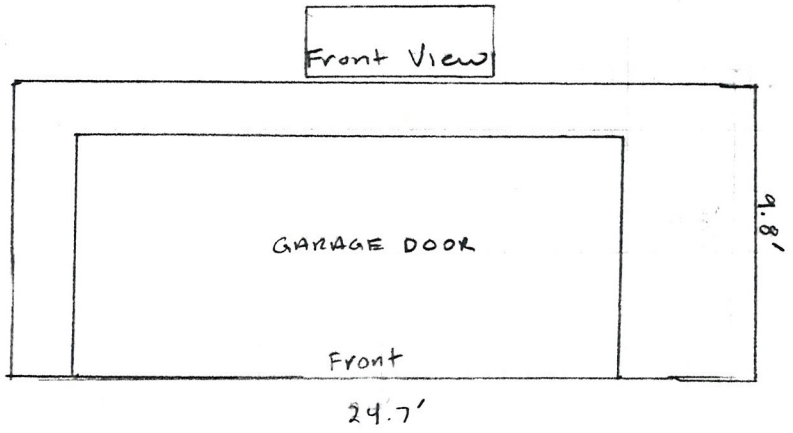
Subscribed and sworn before me

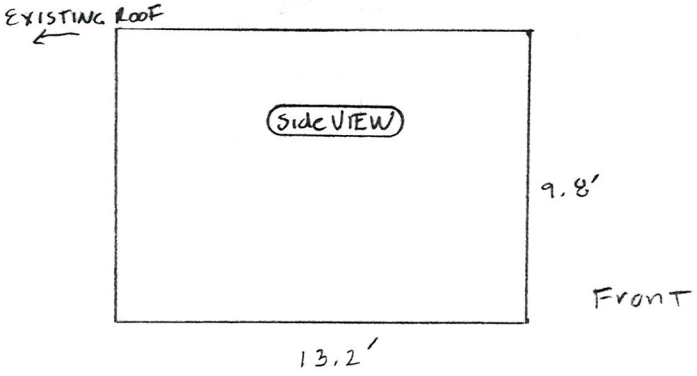
This 5 day of Sept., 2009

Notary Public in and for said County and State

Clark County, Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012





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PLAT BOOK 5 Page 4
PT LOT 5 BLOCK 2 LOT 6
SEC 02 TWP 21 RNG 61

Dimom Marino Residence
1717 CHAPMAN DRIVE
LAS VEGAS NEVADA 8910?

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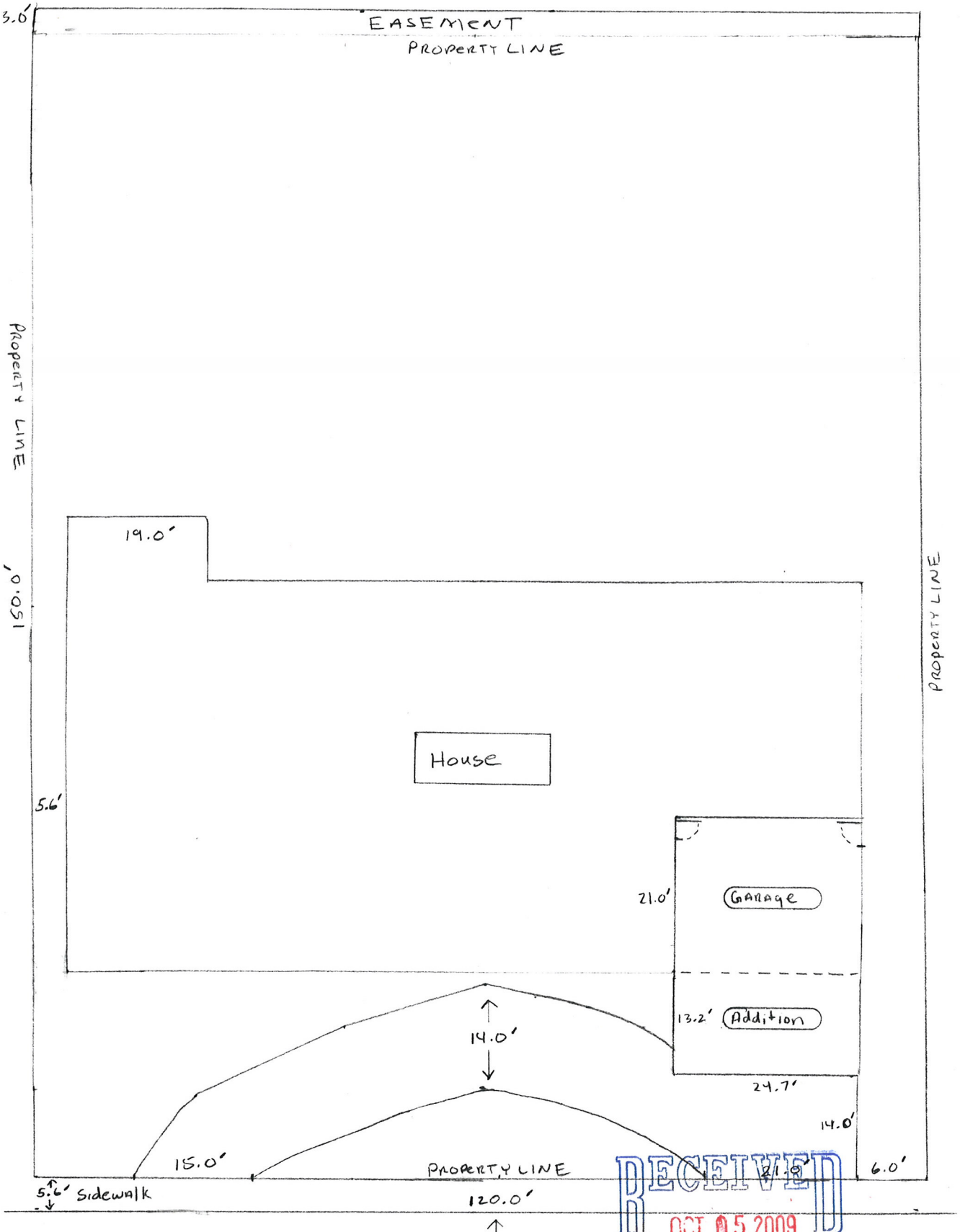
OCT 05 2009

VAR-36271
11/19/09 PC



PLAT Book 5 Page 4
PT LOT 5 BLOCK 2 + LOT 6
SEC 02 TWP 21 RNG 61

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VAR-36271
11/19/09 PC

Dino Marino Residence
1717 CHAPMAN DR
LAS Vegas NV 89104


RECEIVED
OCT 05 2009
VAR-36271
11/19/09 PC



VAR-36271 - APPLICANT/OWNER: DINO MARINO
1717 CHAPMAN DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



VAR-36271 - APPLICANT/OWNER: DINO MARINO
1717 CHAPMAN DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



VAR-36271 - APPLICANT/OWNER: DINO MARINO
1717 CHAPMAN DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

Variance Letter

Dear Planning Board,

The home is situated in a mature Las Vegas neighborhood of custom homes which is approximately 55 years old. I was born and raised on this street. I am requesting to extend my two car garage and I am asking for a variance from 20 feet to 14 feet. I wish to house all of my cars in the garage for the safety of the vehicles due to my extensive travel schedule away from the home and would like the cars in an alarmed garage. I am a single gentleman living in a 6600+square foot home and do not plan on converting the garage into any living area garage. I have asked and received approval from the neighbors on each side of my home and the neighbor across the street.

With this addition I still have six additional parking spaces for visitors that come to my home from my circular driveway.

I ask for your favorable approval of my request,

Dino M. Marino

1717 Chapman Drive

Las Vegas Nevada 89104

RECEIVED
OCT 05 2009

VAR-36271
11/19/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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CITY CLERK

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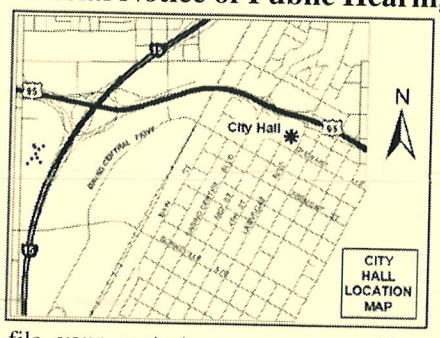

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

City Council Meeting of 12/16/2009

LOBACH KAREN L
1721 CHAPMAN DR
LAS VEGAS NV 89104-3516

APN#16202312062

JAV0511 89104

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

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NOV-12-2009 22:11
TOTAL P.01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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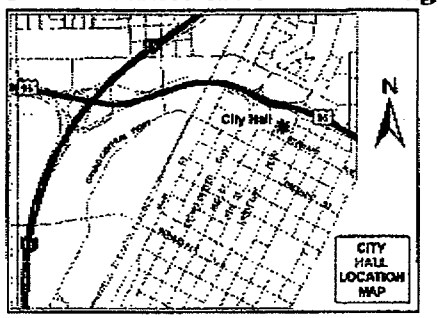

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Please use available blank space on card for your comments.

VAR-36271
Planning Commission Meeting of 11/19/2009

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NOV 13 2009

Case: VAR-36271

16202312005
PIERSON DAVID H
22414 OXFORD LN
SANTA CLARITA CA 91350-3033

IAVDS11 91350

Submitted after final agenda
Date
Item 44

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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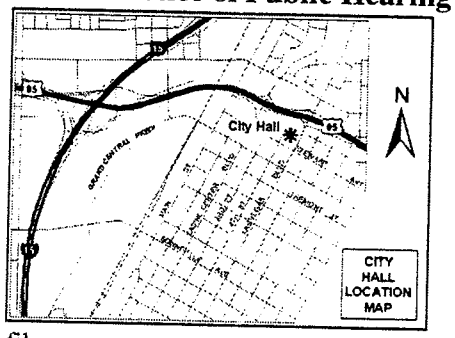
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

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0004279218 NOV 05 2009
MAILED FROM ZIP CODE 89101

RECEIVED
NOV 18 2009

Case: VAR-36271

16202312019
SATHER STEPHEN L & VAUNDA J
1534 BONITA AVE
LAS VEGAS NV 89104-3513

Submitted after final agenda
Date
Item 44

IAUDS11 89104

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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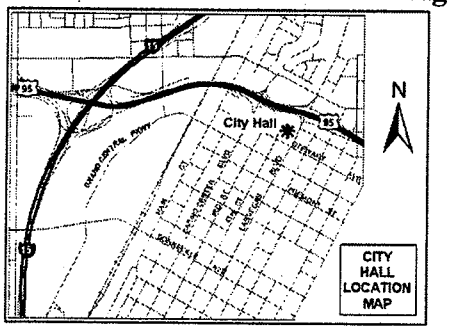

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-36271

Planning Commission Meeting of 11/19/2009

Case: VAR-36271
16202312017
FICE NICHOLAS T & YOSHIKO L
1528 BONITA AVE
LAS VEGAS NV 89104-3513

Submitted after final agenda
Date
Item 44

IAUOS11 89104

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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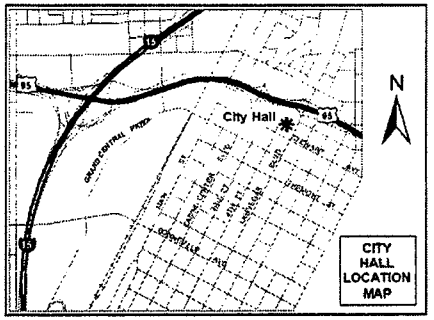

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

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RECEIVED
NOV 17 2009

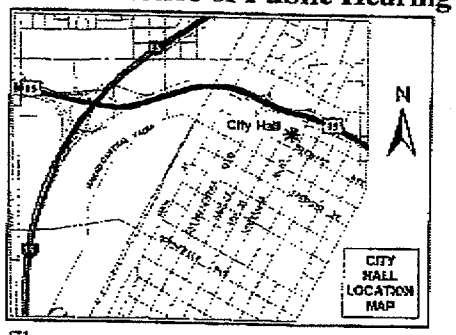
Case: VAR-36271
16202311069
O'DONNELL LIVING TRUST
1813 S 14TH ST
LAS VEGAS NV 89104-3160

IAVDS11 89104

Submitted after final agenda
Date
Item 14A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279218 NOV 05 2009
MAILED FROM ZIP CODE 8910

Case: VAR-36271

16202312057
JOHNSON WILLIAM G
1905 CHAPMAN DR
LAS VEGAS NV 89104-3539

IAVDS11 89104

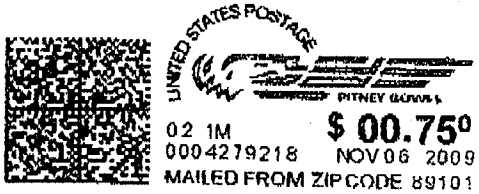
RECEIVED
NOV 17 2009

Submitted after final agenda
Date
Item 14A

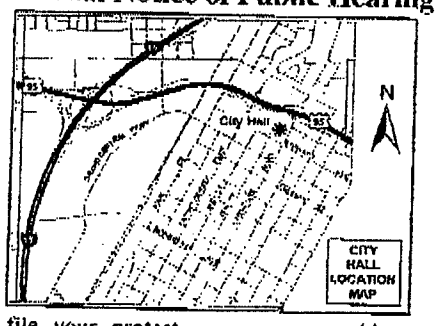
If the proposed addition is a garage then we are firmly opposed. As international investors, we were attracted to the Crestview neighborhood because of its vintage style. Building garages in front of houses in such neighborhoods serves to turn the majestic city of Las Vegas into its faceless suburbs. Please save our city.

If the proposed addition is residential living space then we are not opposed, on the condition that there is good reason to allow such an addition.

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.

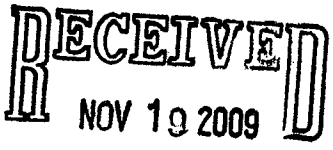
☐ I SUPPORT this Request ☐ I OPPOSE this Request Please see above.

Please use available blank space on card for your comments.

VAR-36271
Planning Commission Meeting of 11/19/2009

16202217007 Case: VAR-36271
DAVIS ETHAN
8479 SELKIRK ST
VANCOUVER BC V6P4J1
CANADA 00000-0000

0023942406



Submitted after final agenda
Date Item 14C

I am aware of that Dino M. Marino at 1717 Chapman Drive Las Vegas is seeking a variance in the set back from the street of the required 20 feet to 14 feet. I have signed below to give our approval of the addition to his home of the expansion of his garage.

Richard A. Lobach — RICHARD A. LOBACH

Signature — Print

1721 CHAPMAN DR, LV, NV 89104

Address 1800 CHAPMAN LV NV 89104

James Porcelli — JAMES PORCELLI

Signature — Print

Address 1800 CHAPMAN LV NV 89104

Chris Zampino — CHRIS ZAMPINO

Signature — Print

Wyat Trust Michael W. Wyat

Address 1713 Chapman Dr 89104

Signature — Print

Address

Signature — Print

Address

RECEIVED
OCT 05 2009

3A

Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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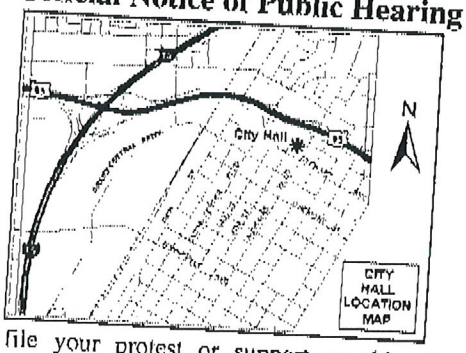
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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[redacted] I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

16202312014 Case: VAR-36271
MARINO GLADYS M REVOCABLE TRUST
1912 CHAPMAN DR
LAS VEGAS NV 89104-3531

89104

RECEIVED
NOV 10 2009

14A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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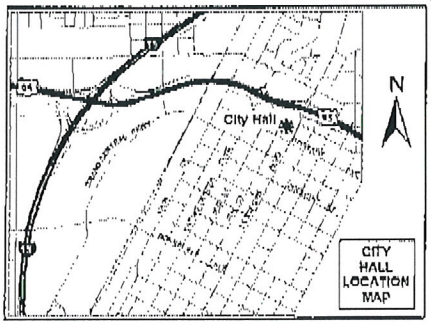
Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

Case: VAR-36271
16202311055
GRAY GARY & GIUNCHIGLIANI C TR
1717 S 15TH ST
LAS VEGAS NV 89104-3102

RECEIVED
NOV 10 2009

14A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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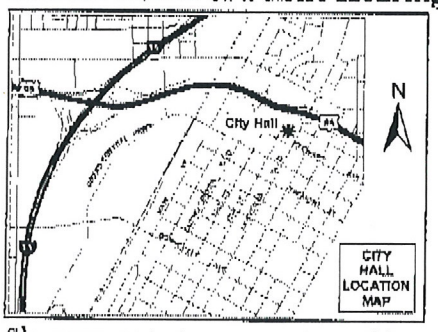
Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

Case: VAR-36271
16202312066
BUTERA SAM & VERA TRS
1705 CHAPMAN DR
LAS VEGAS NV 89104-3516

RECEIVED
NOV 10 2009

14A

11/06/2009 10:54 702-735-8829 KIRK WOOLLEY PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

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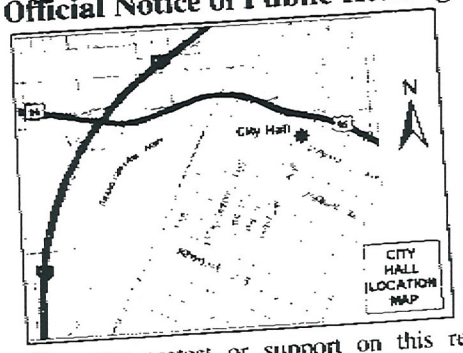
Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36271

Planning Commission Meeting of 11/19/2009

Case: VAR-36271

16202311009
WOOLEY KIRK & KAY
1700 S 14TH ST
LAS VEGAS NV 89104-3122

IAVDS11 89104

RECEIVED
NOV - 9 2009

4-41

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

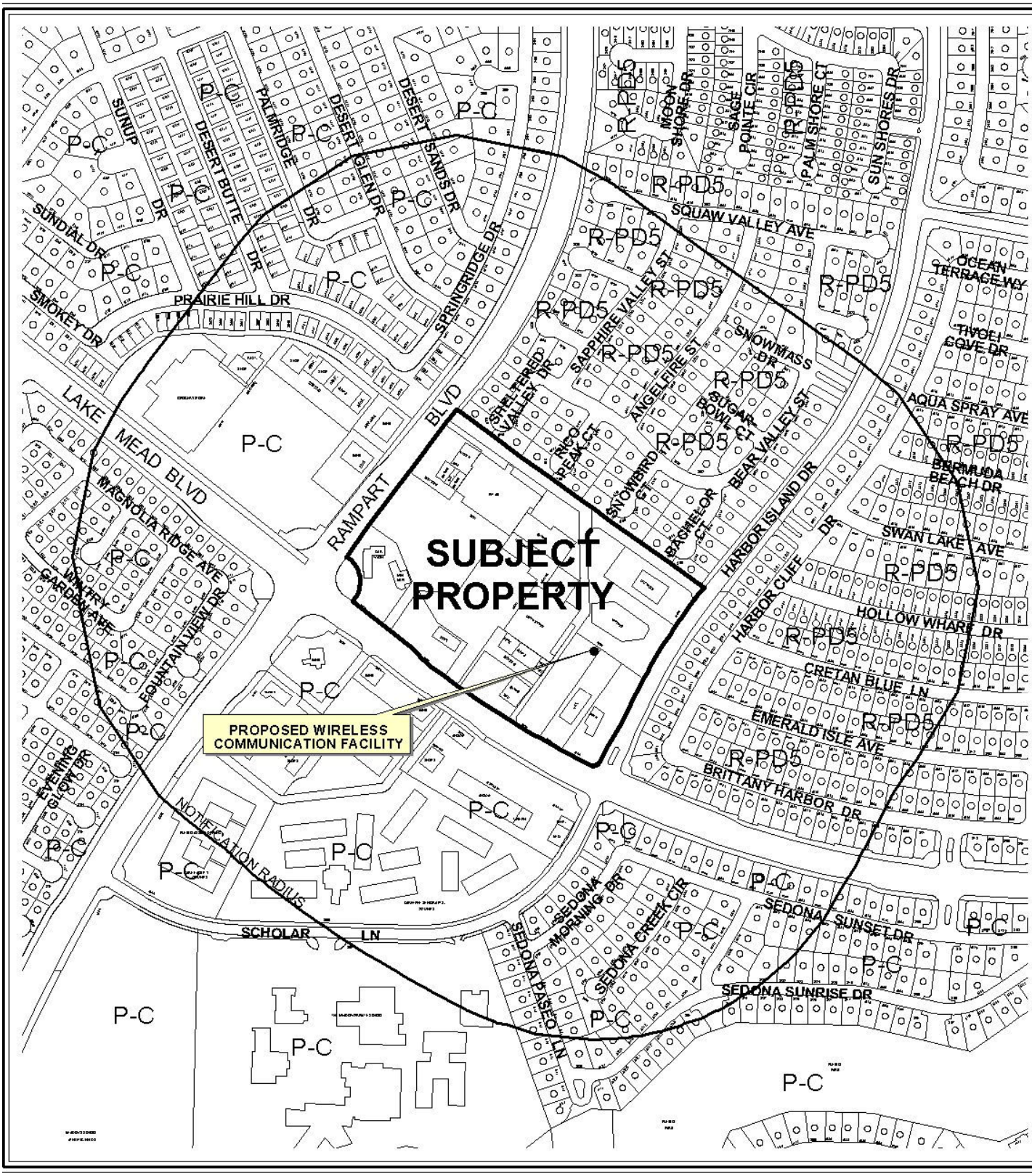
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36142 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**47**	**Planning Commission Mtg.**	**3**
City Council Meeting	**50**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-2 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 memo filed by WFI on behalf of Verizon Wireless
7. Protest Postcards/Petition
8. Backup referenced from the November 5, 2009 Planning Commission Meeting Item 47



0 500 1000 Feet

CASE: **SUP-36142**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



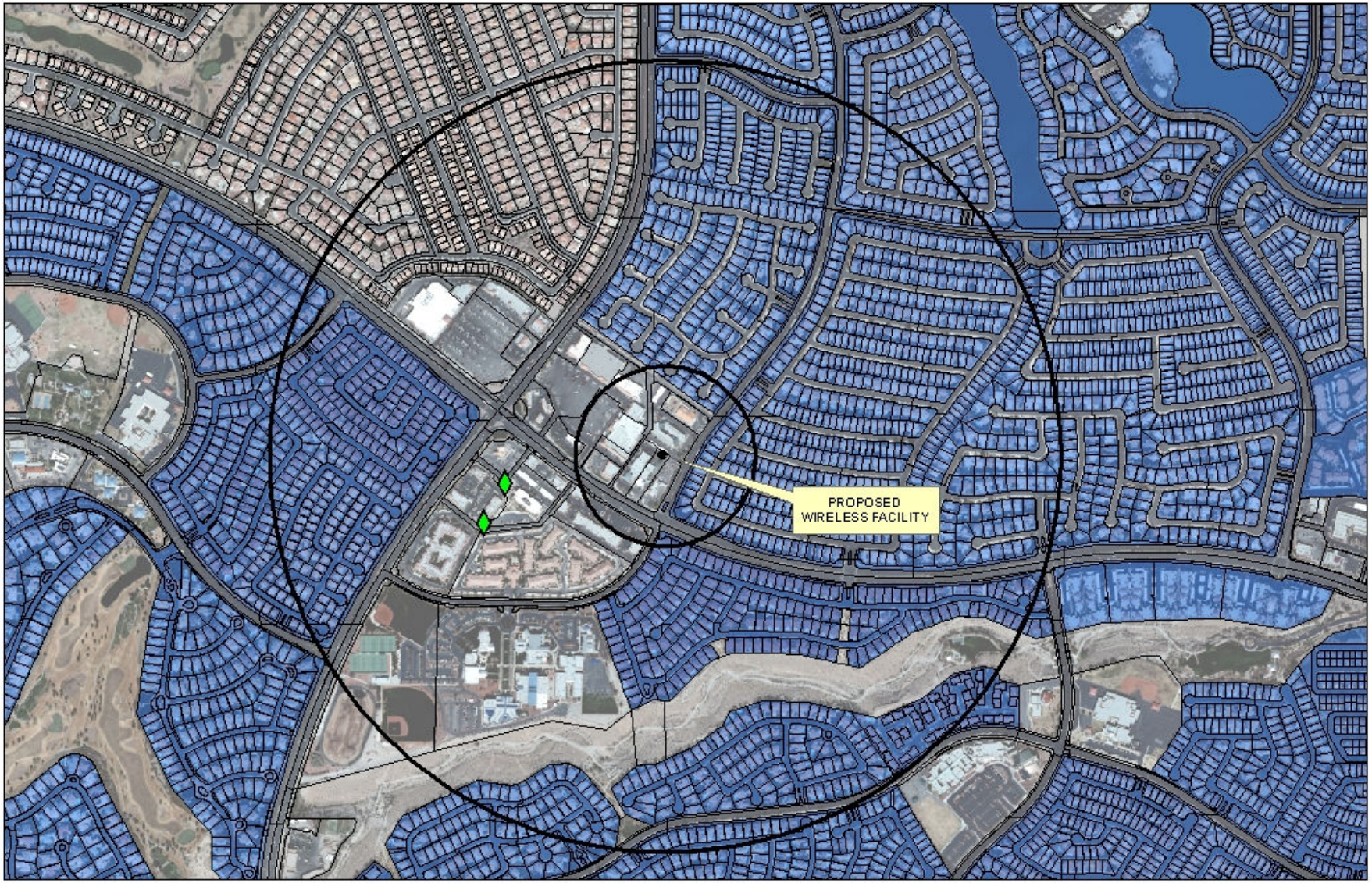
0 500 1000 Feet

CASE: **SUP-36142**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-36142

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

0 600 1,200 2,400 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 2, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC

** CONDITIONS **

The Planning Commission (5-2/ke, bg vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Stealth Design use.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved for the Wireless Communication Facility. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The Wireless Communication Facility and its associated equipment and shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications cupola and its associated equipment and facility.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. 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 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 70-foot tall Wireless Communication Facility, Stealth Design (Monopalm) at 8430 West Lake Mead Boulevard. The proposed Wireless Communication Facility will be located in the rear of the subject site. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request. If the application is denied, the proposed Wireless Communications facility will have to be redesigned or relocated to comply with Title 19.

ISSUES

- The proposed Wireless Communication Facility, Stealth Design (Monopalm) complies with all Title 19.04 Minimum Special Use Requirements for the proposed use

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/10/87	The City Council approved a request for an Annexation (A-0020-86) of approximately 5,637 acres, generally located on the south side of Cheyenne Avenue, west of Buffalo Drive. The Planning Commission recommended approval of the request.
03/01/89	The City Council approved a request for a Rezoning (Z-0003-89) from N-U (Non-Urban) to R-PD5 (Residential Planned Development – 5 Unit per Acre) and C-1 (Limited Commercial) for a proposed retail stores, offices, hotel, single-family and multi-family residential uses on property located north of Lake Mead Boulevard between Rampart Boulevard and Buffalo Drive. The Planning Commission recommended approval of the request.
01/25/94	The Board of Zoning and Adjustment approved a request for a Special Use Permit (U-0284-93) to allow a Minor Automotive Service and Repair Facility at 8430 West Lake Mead Boulevard. The approval was appealed by South Shores HOA after consideration of the appeal, the City Council denied the Special Use Permit on 07/06/94.
01/12/98	The City Council Tabled a request for a Special Use Permit (U-0119-97) for a Liquor Establishment (Off-Premise Consumption) on property located on the north side of Lake Mead Boulevard, approximately 850 feet east of Rampart Boulevard. The Planning Commission recommended approval of the request.

09/15/04	The City Council approved a request for a Site Development Plan Review (SDR-4654) for a 8,400 square-foot Office / Retail building and a Waiver from the six-foot foundation landscaping requirement located adjacent to the north side of Lake Mead Boulevard approximately 270 feet west of Harbor Island Drive. The Planning Commission recommended approval of the request.
01/18/06	The City Council approved a request for a Site Development Plan Review (SDR-10097) for a proposed 13,551 square-foot Office building and Waivers of building placement standards; parking lot, perimeter, and foundation landscaping standards; and to allow a 4.5-foot side yard setback where 10 feet is the minimum setback required at 8430 West Lake Mead Boulevard. The Planning Commission recommended approval of the request.
10/02/06	A Code Enforcement case (#46773) was processed for large trailer obstructing the view of west bound traffic. Code Enforcement closed the case on 10/04/06.
09/16/09	The Planning and Development Department denied a request for a Minor Site Development Plan Review (SDR-35452) to remove four (4) antennas currently located on a monument sign and relocate them to a new 70-foot tall Wireless Communication Facility, Stealth Design (Monopalm) located at 8430 West Lake Mead Boulevard.
11/05/09	The Planning Commission voted 5-2/ke, bg to recommend DENIAL (PC Agenda Item #47/jb).
Related Building Permits/Business Licenses	
09/21/06	A building permit (#6006000) was issued for a office building Certificate of Completion at 8430 West Lake Mead Boulevard. This permit was completed on 09/12/07.
	A building permit (#6005999) was issued for On-site Improvements at 8430 West Lake Mead Boulevard. This permit was expired on 03/24/07.
	A building permit (#6006002) was issued for a Trash Enclosure at 8430 West Lake Mead Boulevard. This permit was completed on 08/09/07.
10/04/06	A building permit (#6006255) was issued for water / sewer at 8430 West Lake Mead Boulevard. This permit received a final inspection on 03/13/07.
06/21/07	A building permit (#7002030) was issued for a Sign at 8430 West Lake Mead Boulevard. This permit was expired on 12/22/07.
01/29/08	A building permit (#7002030) was issued for a Wall Sign at 8430 West Lake Mead Boulevard. This permit was expired on 08/02/08.
Pre-Application Meeting	
09/11/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Wireless Communication Facility, Stealth Design were discussed. Topics included: • Title 19 Zoning Code requirements • Application Materials and Documents • Meeting Dates and Deadlines

Neighborhood Meeting
A Neighborhood Meeting is not required for this application, nor was one conducted.

Field Check	
10/01/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Gross Acres	0.99 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
South	Commercial Development	VC (Village Center)	P-C (Planned Community)
East	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
West	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	11,182 SF	1:300	38	-	48	2	Y
Dental Office	2,366 SF	1:200 < 2,000 SF, plus 1:175 > 2,000 SF	12				
Subtotal	13,548 SF		48	2	48	2	
TOTAL	13,548 SF		50		50		

ANALYSIS

This is a request for a Special Use Permit for a 70-foot, Wireless Communication Facility, Stealth Design (Monopalm) in the rear of the subject site. The proposed location of the Wireless Communication Facility will eliminate a parking space and parking lot island located in the northeast corner of the subject property, reducing the available on-site parking to the minimum 50 parking spaces requirement. The applicant has also proposed to remove four communication antennas currently located within a monument sign at 8420 West Lake Mead Boulevard, and re-locate them to the new 70-foot Wireless Communication Facility (Monopalm). In addition, the applicant is proposing to add five (5) antennas to the proposed facility, bringing the total number of antennas on the new structure to nine (9); three sectors with three antennas each. The proposed design will allow for the existing communication antennas to be moved from their current exposed location to a more concealed design, reducing their profile. The proposed location of the Wireless Communication Facility, Stealth Design (Monopalm) is compatible with the surrounding commercial and single-family residential uses. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

The proposed land use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses, as projected by the General Plan.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. This street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Wireless Communication Facility, Stealth Design use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Wireless Communication Facility, Stealth Design use complies with the conditions per Title 19.04.

PLANNING COMMISSION ACTION

There were two speakers in opposition of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 596 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36142** APN: 138-20-611-006

Name of Property Owner: Aries Holdings, LLC

Name of Applicant: Verizon Wireless

Name of Representative: WFI- Melissa Gibson

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: ANDRE MICHAELIAN

Subscribed and sworn before me

This 17th day of September, 2009

Lisa Ann Chadwell

Notary Public in and for said County and State Clark County, Nevada

LISA ANNE CHADWELL
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-03-2012
Certificate No: 08-8080-1

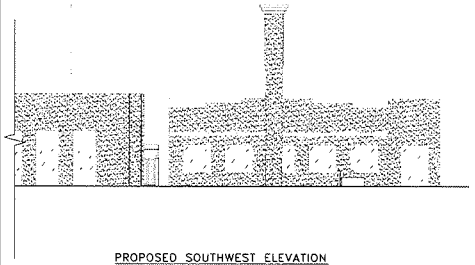
verizonwireless

LSV RAMPART

8420 & 8430 W. LAKE MEAD BLVD.
ASSESSOR'S PARCEL NO. # 138-20-611-006 & 138-20-611-007

LAS VEGAS, NEVADA 89128
CLARK COUNTY

70'-0" MONOPALM
ANTENNA RELOCATION



PROPOSED SOUTHWEST ELEVATION
SCALE: N.T.S.

RECEIVED
SEP 22 2009

APPROVED FOR LEASING/ZONING

SHEET INDEX

SHT	TITLE	REV
T1	TITLE SHEET	0
SP1	SPECIFICATION & PHOTO SHEET	0
SV1	AS-BUILT SURVEY	A
SV2	AS-BUILT SURVEY	A
Z1	SITE PLAN	0
Z2	VERIZON WIRELESS SITE PLANS	0
Z3	ELEVATIONS	0
Z4	CUT SHEETS	0

PROJECT INDEX:

APPLICANT:
VERIZON WIRELESS
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

CONTACT: JIM JOHNSON
PHONE: 702-638-5320

ENGINEERS/DESIGNERS:
TOWERCOM TECHNOLOGIES LLC
767 NORTH STAR RD.
STAR, ID 83669

CONTACT: JASON DICKMAN, PE,SE
PHONE: 208-286-0266

SURVEYOR:
PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

CONTACT: ROBERT HARRISON
PHONE: 702-212-4016

ZONING/SITE AQ:
WFI INC.
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128

CONTACT: MELISSA GIBSON
SITE ACQUISITION SPECIALIST
PHONE: 702-202-3596
FAX: 702-586-3685
CELL: 702-338-2299

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, UNLESS INDICATED OTHERWISE.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS. THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE):

PROPERTY OWNER:	ARIES HOLDING LLC 413 CANYON GREENS DR LAS VEGAS, NV 89144	E & P PARTNERSHIP 8420 W. LAKE MEAD BLVD LAS VEGAS, NV 89128
ASSESSOR'S PARCEL NO:	138-20-611-006	138-20-611-007
JURISDICTION:	CITY OF LAS VEGAS (PHONE #: (702) 229-5447), DEVELOPMENT SERVICES CENTER 731 SOUTH FOURTH STREET LAS VEGAS, NV 89101	CITY OF LAS VEGAS (PHONE #: (702) 229-5447), DEVELOPMENT SERVICES CENTER 731 SOUTH FOURTH STREET LAS VEGAS, NV 89101
OCCUPANCY CLASSIFICATION:	U - UTILITY & MISC (UNOCCUPIED)	
TYPE OF CONSTRUCTION:	TYPE V-A	

ITEM:	REQUIRED/ALLOWED:	PROVIDED:	COMPLIANCE:
FIRE SPRINKLERS:	NO	NO	YES
FIRE ALARM:	NO	YES, ALARMED BACK TO MARKEY SWITCH FACILITY	YES
BUILDING HEIGHT:	UP TO 50'	N/A	YES
BUILDING STORIES:	2	N/A	YES
BUILDING AREA:	UP TO 9,000 SQ FT	N/A	YES
OCCUPANT LOAD:	N/A	N/A	YES
NUMBER OF EXITS:	1	N/A	YES
FIRE RESISTANCE OF EXTERIOR WALLS:	1 HOUR	N/A	YES
FIRE RESISTANCE RATING OF BUILDING ELEMENTS:	1 HOUR	N/A	YES
PROTECTION OF OPENINGS:	N/A	N/A	YES
NON-SEPARATED OR SEPARATED USES	N/A	N/A	YES
ROOF COVERING MATERIAL:	CLASS B	N/A	YES
PLUMBING FIXTURES:	NONE	N/A	YES
SPECIAL INSPECTIONS:	N/A	N/A	YES

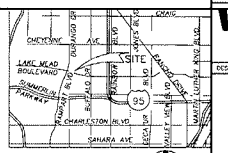
FCC COMPLIANCE:
RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

ADA COMPLIANCE:
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

ABBREVIATED LEGAL DESCRIPTION:
BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 57, PAGE 19 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA

PROJECT DESCRIPTION:
THIS PROJECT CONSISTS OF THE INSTALLATION OF ONE (1) PROPOSED 70'-0" MONOPALM, AND THE RELOCATION OF THE EXISTING PANEL ANTENNAS FROM EXISTING SIGN.

DRIVING DIRECTIONS:
START: MCCARRAN INTERNATIONAL AIRPORT, NV; DEPART FROM MCCARRAN INTERNATIONAL AIRPORT, NV 0.4 MI; TAKE RAMP LEFT TOWARD ALL TERMINALS / PARKING 0.2 MI; KEEP LEFT TOWARD S SWENSON ST 0.4 MI; BEAR LEFT ONTO S SWENSON ST 0.6 MI; TURN LEFT ONTO SR-593 / E TROPICANA AVE 1.9 MI; TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-15 NORTH 5.0 MI; AT EXIT 42A, TAKE RAMP RIGHT FOR US-95 / LAS VEGAS EXPY NORTH TOWARD RENO 6.8 MI; AT EXIT 82B, TAKE RAMP RIGHT FOR W LAKE MEAD BLVD TOWARD LAKE MEAD WEST 2.3 MI; ARRIVE AT 8420 W LAKE MEAD BLVD THE LAST INTERSECTION IS SCHOLAR LN IF YOU REACH N RAMPART BLVD, YOU'VE GONE TOO FAR.



VICINITY MAP
SCALE: N.T.S.
NORTH

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DESIGNED FOR:
verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:
TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS, NEVADA
TEL: 208-286-0266

PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

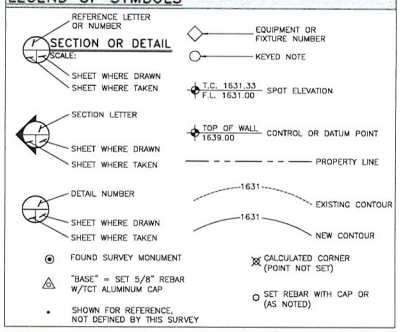
SHEET TITLE:
TITLE SHEET

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: T1

SUP-36142
11/05/09 PC

LEGEND OF SYMBOLS



SYMBOLS USED AS ABBREVIATIONS:

∠ L	ANGLE	⊥	PERPENDICULAR
℄	CENTERLINE	ø	ROUND/DIAMETER
[c	CHANNEL	▯	SQUARE
d	PENNY	~	APPROXIMATELY

IBC 2006 STRUCTURAL DESIGN CRITERIA:

1. ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2006 (IBC 2006) AND MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7)
2. ROOF LIVE LOADS: SECTION 1607.11.2 APPLIES
   $L_r = 20R_1R_2$
   $R_1 = 1.0$ ($A_t \leq 200FT^2$)
   $R_2 = 1.0$ ($F \geq 4$)
3. WIND LOADS: SECTION 1609 AND ASCE 7 SECTION 6.4.1 APPLIES
   EXP C, $V_{3S} = 90MPH$
   TOPO CLASS I, BUILDING CLASS II
   HEIGHT & EXPOSURE COEF. = 1.0
   IMPORTANCE FACTOR = 1.0
4. SEISMIC LOADS: SECTION 1613.5.6.2 AND ASCE 7 SECTION 9.5.4 APPLIES
   "SIMPLIFIED ANALYSIS PROCEDURE"
   ASCE 7 SECTION 9.5.2.5.1 SATISFIED.

   SEISMIC USE GROUP I, SITE CLASS D

   $V = \frac{1.2S_{DS}W}{R}$

   FA = SITE COEF. = 1.4
   S_1 = SPECTRAL ACCELERATION = 0.5
   S_{MS} = FA S_1 = 0.70
   S_{DS} = (2/3) S_{MS} = 0.467

GENERAL PROJECT NOTES:

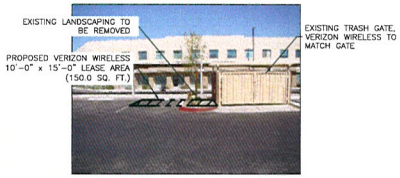
1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTORS RESPONSIBILITY
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXCESS SOIL, MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BY REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO INSURE A SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE, 6' HIGH CHAIN LINK FABRIC. THE TEMPORARY FENCE SHALL BE REMOVED AT THE END OF CONSTRUCTION AND THE LAYDOWN AREA RESTORED TO ITS ORGINAL CONDITION.
7. SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.



VIEW OF PROPOSED CABLE TRAY & CONDUIT ROUTE
(LOOKING NORTHEAST)



VIEW OF PROPOSED CONDUIT ROUTE
(LOOKING NORTHEAST)



VIEW OF PROPOSED VZW LEASE AREA
(LOOKING NORTHEAST)



VIEW OF EXISTING VZW EQUIPMENT VAULT
(LOOKING NORTHEAST)

APPROVED FOR LEASING/ZONING

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DESIGNED BY:
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Tel: 208-286-0266

PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
SPECIFICATION & PHOTO SHEET

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: SP1

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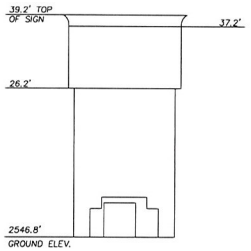
GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



EXISTING SIGN ELEVATION

SCALE: 1" = 10'

NOTES/LEGAL

1. A TOPOGRAPHICAL & BOUNDARY SURVEY WAS PERFORMED ON APRIL 14, 2009.

2. NO PRELIMINARY TITLE REPORT, ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR. THIS SURVEY IS BASED ON RECORD INFORMATION SURROUNDING SUBJECT PARCEL. OTHER DOCUMENTS MAY EXIST THAT WOULD AFFECT THIS PARCEL. PIONEER SURVEYS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR UNDISCLOSED MATTERS.

3. THIS "AS BUILT SURVEY" IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION. IT CORRECTLY DEPICTS EXISTING, READILY VISIBLE IMPROVEMENTS AND ABOVE GROUND UTILITIES AND THE BOUNDARY OF THE PARENT PARCEL WAS VERIFIED FROM FIELD AND RECORD INFORMATION. THIS "AS BUILT SURVEY" IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL AND THIS SURVEY WAS DEVELOPED TO SUPPORT THE COMMUNICATIONS FACILITY NAMED HEREON.

4. EXISTING LEASE AREA IS UNDEFINED.

LEGAL

BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 51, PAGE 19 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LANDS AS DESCRIBED IN A GRANT, BARGAIN, AND SALE DEED RECORDED MARCH 18, 2005 AS DOCUMENT No. 20050318, INSTRUMENT No. 03297 OF OFFICIAL RECORDS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

IN ADDITION THOSE LANDS AS DESCRIBED IN A GRANT, BARGAIN, AND SALE DEED RECORDED MARCH 9, 1995 AS DOCUMENT No. 950309, INSTRUMENT No. 00380 OF OFFICIAL RECORDS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

LEGEND

STREET CENTERLINE	
PROPERTY LINE	
ADJOINING PROPERTY LINE	
EXISTING CURB LINE	
EXISTING RIGHT-OF-WAY	
WALL	
BUILDING	
EDGE OF ASPHALT	
RIGHT-OF-WAY	R.O.W.
EXISTING (ABBREVIATION)	(E)
FOUND MONUMENT AS INDICATED	
BOLLARD	
FIRE RISER	
AREA LIGHT	
LANDSCAPE TREE	

BENCHMARK

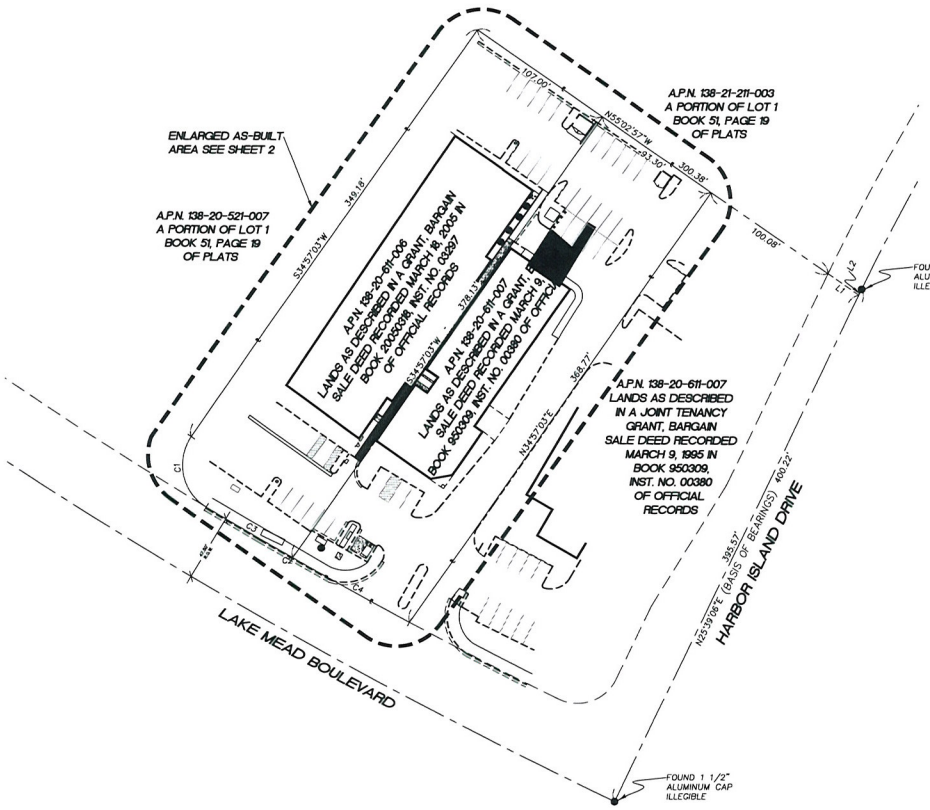
CITY OF LAS VEGAS VERTICAL CONTROL No. OLV0020NE6

BEING A RIVET AND PLATE IN TOP OF CURB AT NORTHWEST CORNER OF LAKE MEAD BOULEVARD AND RAMPART BOULEVARD.

ELEVATION – 779.6882 (METERS) / 2558.03 (U.S. SURVEY FEET) NORTH AMERICAN VERTICAL DATUM OF 1988

BASIS OF BEARINGS

NORTH 25°39'06" EAST, BEING THE CENTERLINE (TANGENT PORTION) OF HARBOR ISLAND DRIVE LYING NORTHERLY OF LAKE MEAD BOULEVARD AS SHOWN ON THE FINAL MAP OF "SOUTH SHORES CENTER" PLAT BOOK 51, PAGE 19 OF OFFICIAL RECORDS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°02'57"W	26.35'
L2	N25°39'06"E	4.65'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	9°35'11"	34.50	56.55'	36.94
C2	2°31'59"	3712.50	164.13'	82.08
C3	1°05'09"	3712.50	70.35'	35.18
C4	1°26'50"	3712.50	93.77'	46.89

SITE SURVEY

SCALE: 1" = 40'

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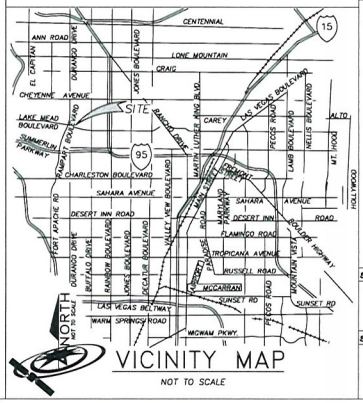


VICINITY MAP

NOT TO SCALE

PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101
TEL: (702) 212-4016 FAX: (702) 212-4013

TowerCom Technologies, LLC
4520 Montgomery Blvd. NE
Suite 5
Albuquerque, NM 87109

ISSUED FOR: SURVEY

CURRENT ISSUE DATE: 04/16/09

SCALE:	1" = 40'
JOB NO.:	326LSVRMPRT
DWG:	326LSVRAMPRTSRV.DWG
DRAWN BY:	NSH / REH

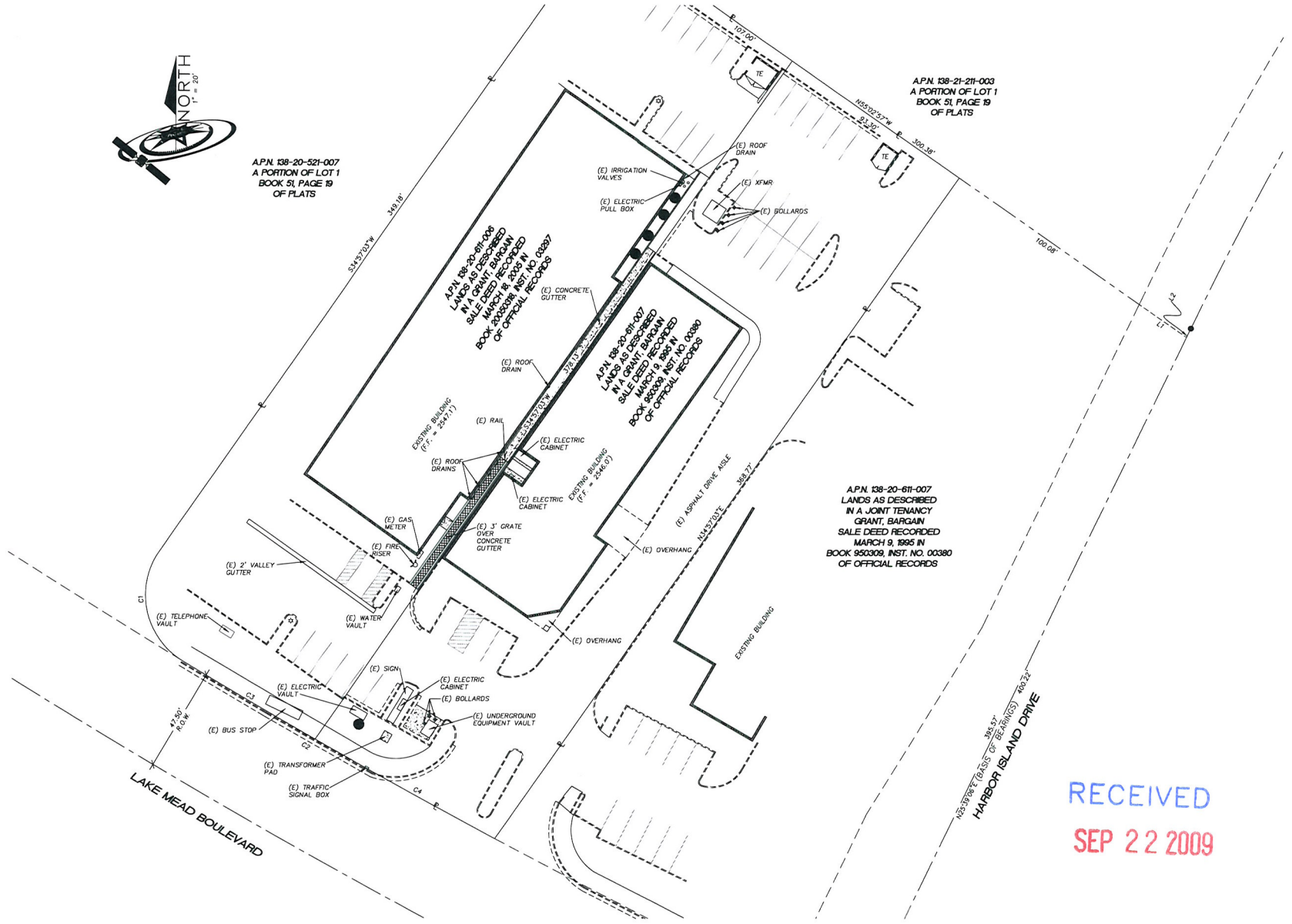
REV. #	DESCRIPTION	DATE

AS-BUILT SURVEY
VERIZON WIRELESS SITE
"LSV RAMPART"
A.P.N. 138-20-611-007
8420 W. LAKE MEAD BLVD
LAS VEGAS, NV 89128

SHEET TITLE: AS-BUILT SURVEY

SHEET NUMBER: SV-1

SHEET 1 OF 2



ENLARGED AS-BUILT AREA
SCALE: 1" = 20'

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PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101
TEL: (702) 212-4016 FAX: (702) 212-4013

TowerCom Technologies, LLC
4520 Montgomery Blvd. NE
Suite 1-A
Albuquerque, NM 87109

ISSUED FOR: SURVEY
CURRENT ISSUE DATE: 04/16/09

SCALE:	1" = 20'
JOB NO.:	326LSVRMPRT
DWG:	326LSVRMPRTSRV.DWG
DRAWN BY:	NBH / TREH

REV. #	DESCRIPTION	DATE

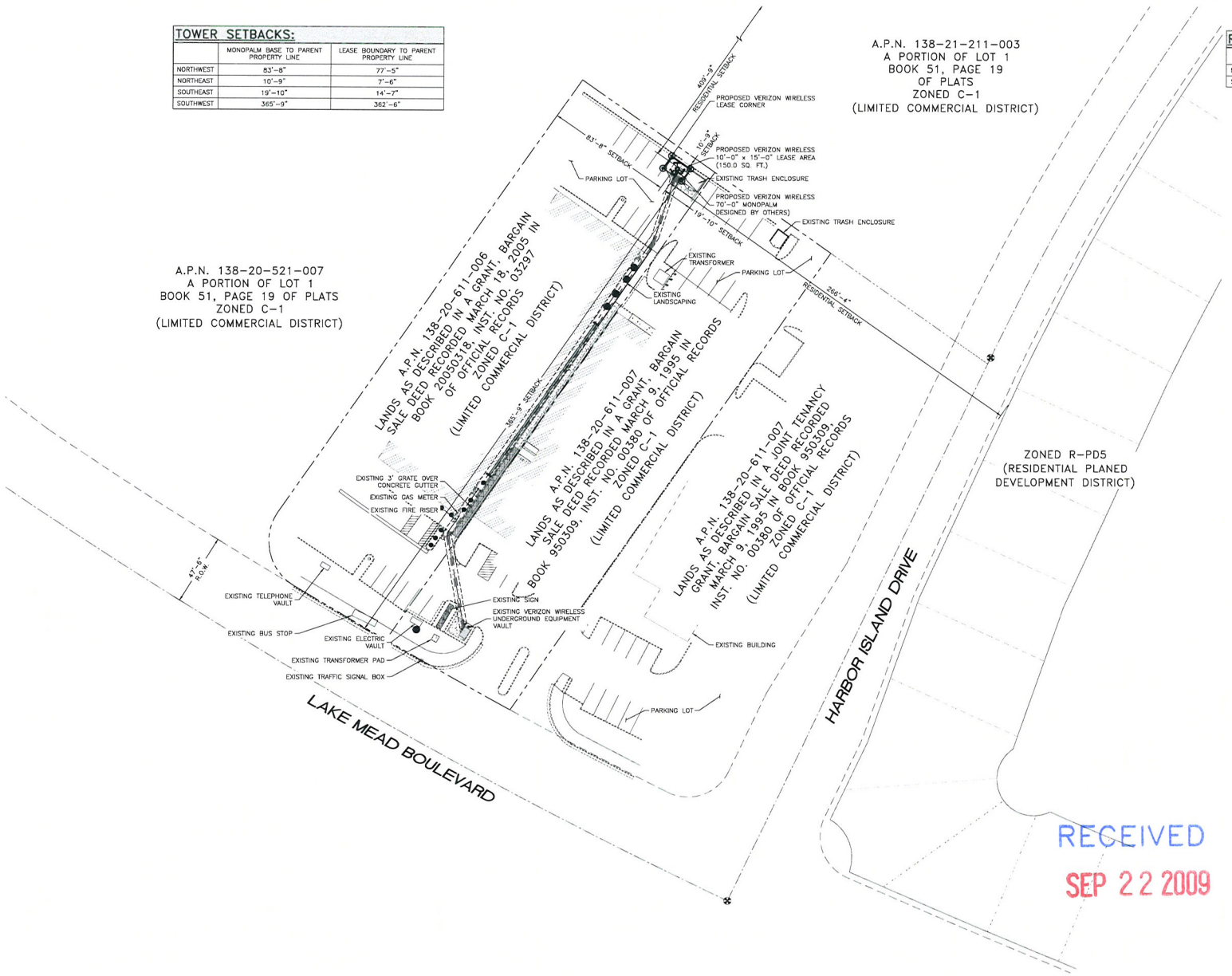
AS-BUILT SURVEY
VERIZON WIRELESS SITE
"LSV RAMPART"
A.P.N. 138-20-611-007
8420 W. LAKE MEAD BLVD
LAS VEGAS, NV 89128

SHEET TITLE: AS-BUILT SURVEY

SHEET NUMBER: SV-2
SHEET 2 OF 2

TOWER SETBACKS:		
	MONOPALM BASE TO PARENT PROPERTY LINE	LEASE BOUNDARY TO PARENT PROPERTY LINE
NORTHWEST	83'-8"	77'-5"
NORTHEAST	10'-9"	7'-6"
SOUTHEAST	19'-10"	14'-7"
SOUTHWEST	365'-9"	362'-6"

RESIDENTIAL SETBACKS:	
BEARING	MONOPALM BASE TO RESIDENTIAL PROPERTY LINE
NORTHEAST	409'-9"
SOUTHEAST	266'-4"



SITE PLAN
SCALE: 1" = 30'
NORTH

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DESIGNED BY:
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Tel: 208-286-0266

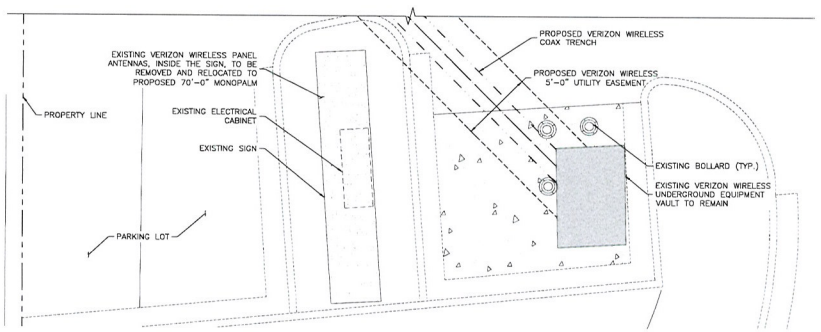
PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
SITE PLAN

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: Z1

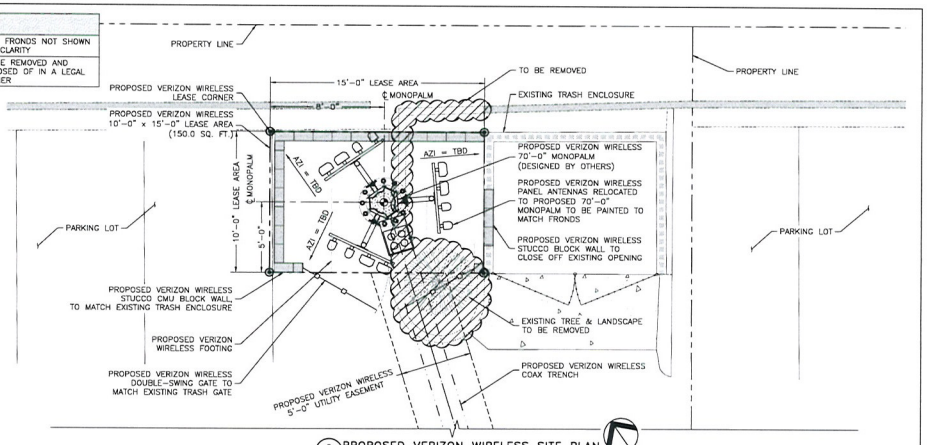


1 Z2/Z2 EXISTING VERIZON WIRELESS SITE PLAN
SCALE: 1/4" = 1'-0"

NORTH

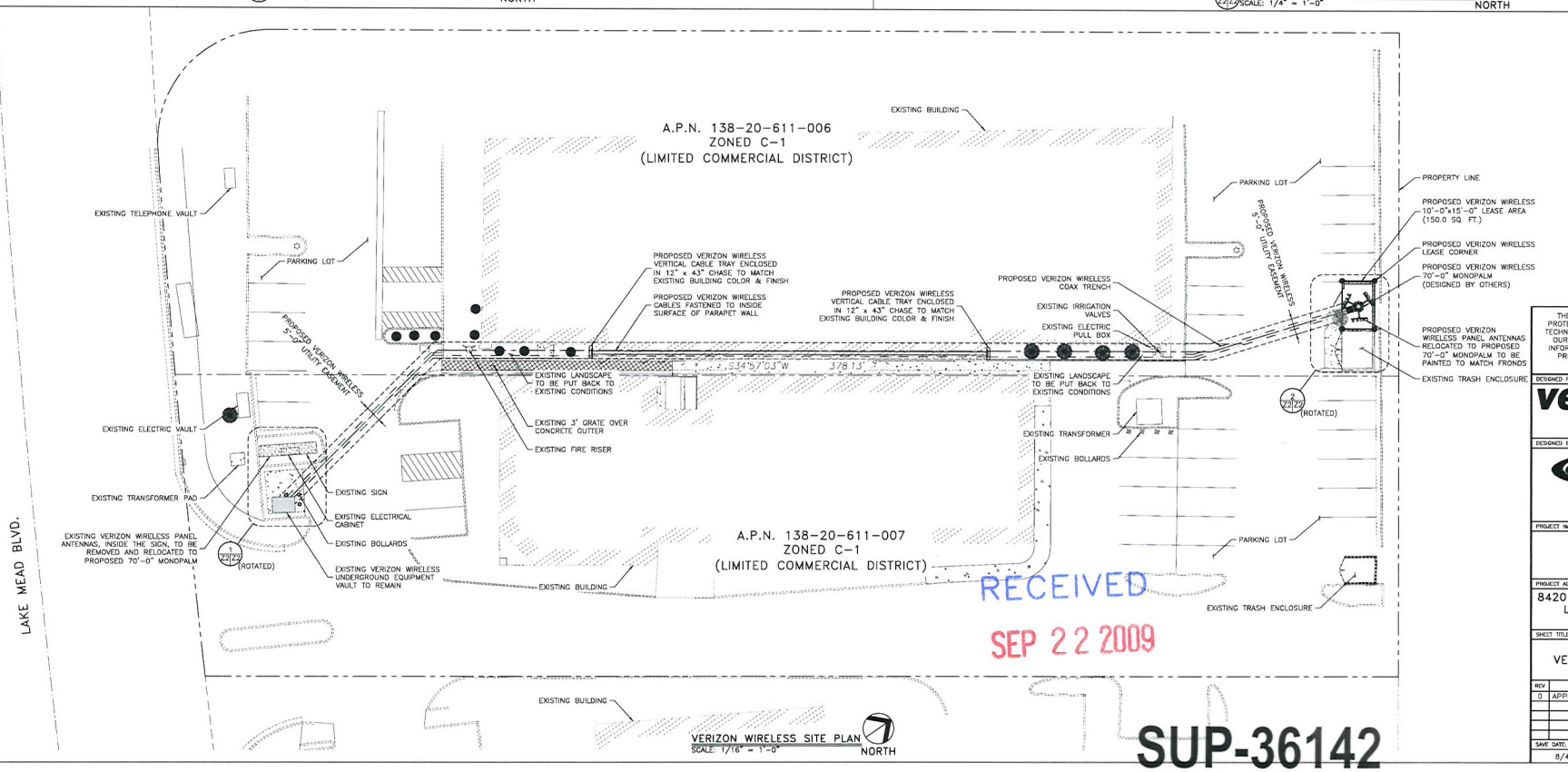
NOTE:

1	PALM FRONDS NOT SHOWN FOR CLARITY
	TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER



2 Z2/Z2 PROPOSED VERIZON WIRELESS SITE PLAN
SCALE: 1/4" = 1'-0"

NORTH



VERIZON WIRELESS SITE PLAN
SCALE: 1/16" = 1'-0"

NORTH

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verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:

TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / BOISE, IDAHO / EL PASO, TEXAS / LAS VEGAS, NEVADA
Tel: 208-286-0266

PROJECT NAME:

LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:

8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:

VERIZON WIRELESS SITE PLANS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

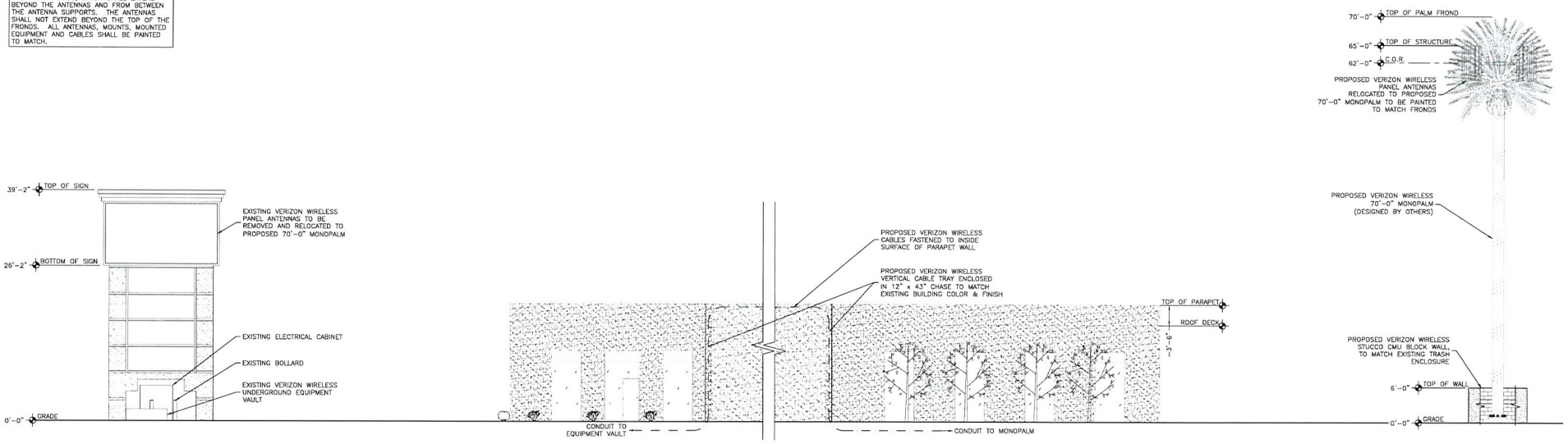
SAVE DATE: 8/4/2009 11:34 AM

SHEET NUMBER: Z2

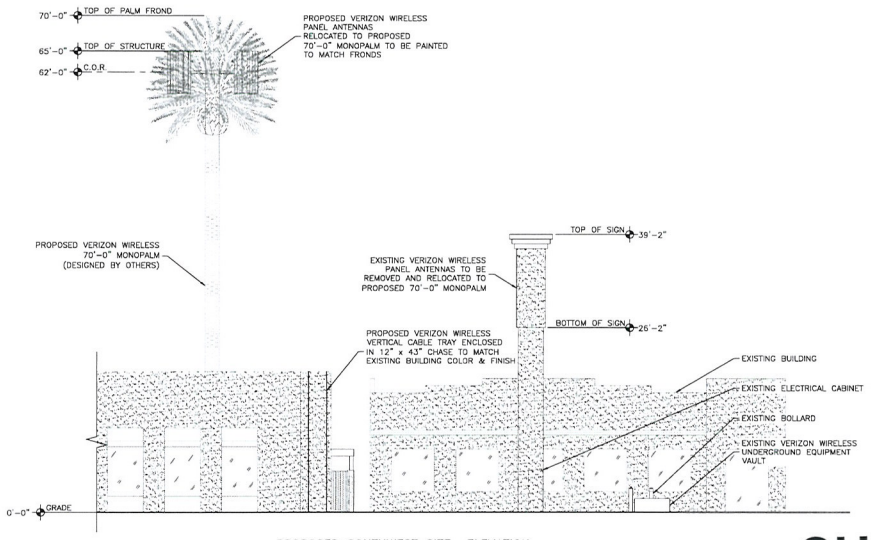
SUP-36142
11/05/09 PC

VISUAL NOTE:

THE ANTENNAS ARE TO BE CONCEALED BY THE PALM FRONDS, WHICH SHALL EXTEND BEYOND THE ANTENNAS AND FROM BETWEEN THE ANTENNA SUPPORTS. THE ANTENNAS SHALL NOT EXTEND BEYOND THE TOP OF THE FRONDS. ALL ANTENNAS, MOUNTS, MOUNTED EQUIPMENT AND CABLES SHALL BE PAINTED TO MATCH.



PROPOSED SOUTHEAST SITE ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED SOUTHWEST SITE ELEVATION
SCALE: 1/8" = 1'-0"

APPROVED FOR LEASING/ZONING

RECEIVED
SEP 22 2009

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70'-0" MONOPALM
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LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
ELEVATIONS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

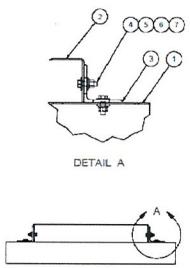
SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: Z3

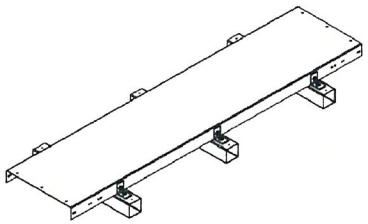
Parts List

ITEM	QTY	PART NUMBER	DESCRIPTION
1	8	CS5004	PVC ROOF SLEEPER, 8 RUN
2	1	CS5021 01	8 RUN COAX BRIDGE COVER
3	6	CS5020 02	CLIP ANGLE
4	12	GB03125	3/8" X 1 1/4" GALV BOLT
5	12	GN03	3/8" GALV NUT
6	12	GL03	3/8" GALV LOCK WASHER
7	24	GF03	3/8" GALV FLAT WASHER

REVISIONS

REV	BY	DATE	DESCRIPTION





COMPANY CONFIDENTIAL

ROOFTOP COAX BRIDGE KIT, 8 RUN

SPECIALTY MANUFACTURING L.L.C.
5601 SAN FRANCISCO RD NE
ALBUQUERQUE, NM 87109
505.823.1632

CS5021

WLJ	02-12-04	A
EF	02-23-04	
1 OF 1	NO SCALE	111

APPROVED FOR LEASING/ZONING

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DESIGNED FOR:

verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:

TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS NEVADA
Tel: 208-286-0266

PROJECT NAME:

LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:

8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:

CUT SHEETS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM

SHEET NUMBER: Z4

RECEIVED
SEP 22 2009

SUP-36142
11/05/09 PC

February 24, 2009

Photosimulation of view of the equipment area looking east from the parking lot.

RECEIVED
SEP 22 2009

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This photosimulation is based upon information provided by the project applicant. Questions or comments? call 1-877-799-3210 or visit www.photosim.com

Previsualists

February 24, 2009

Photosimulation of view looking northwest from the nearest point along Harbor Island Drive.

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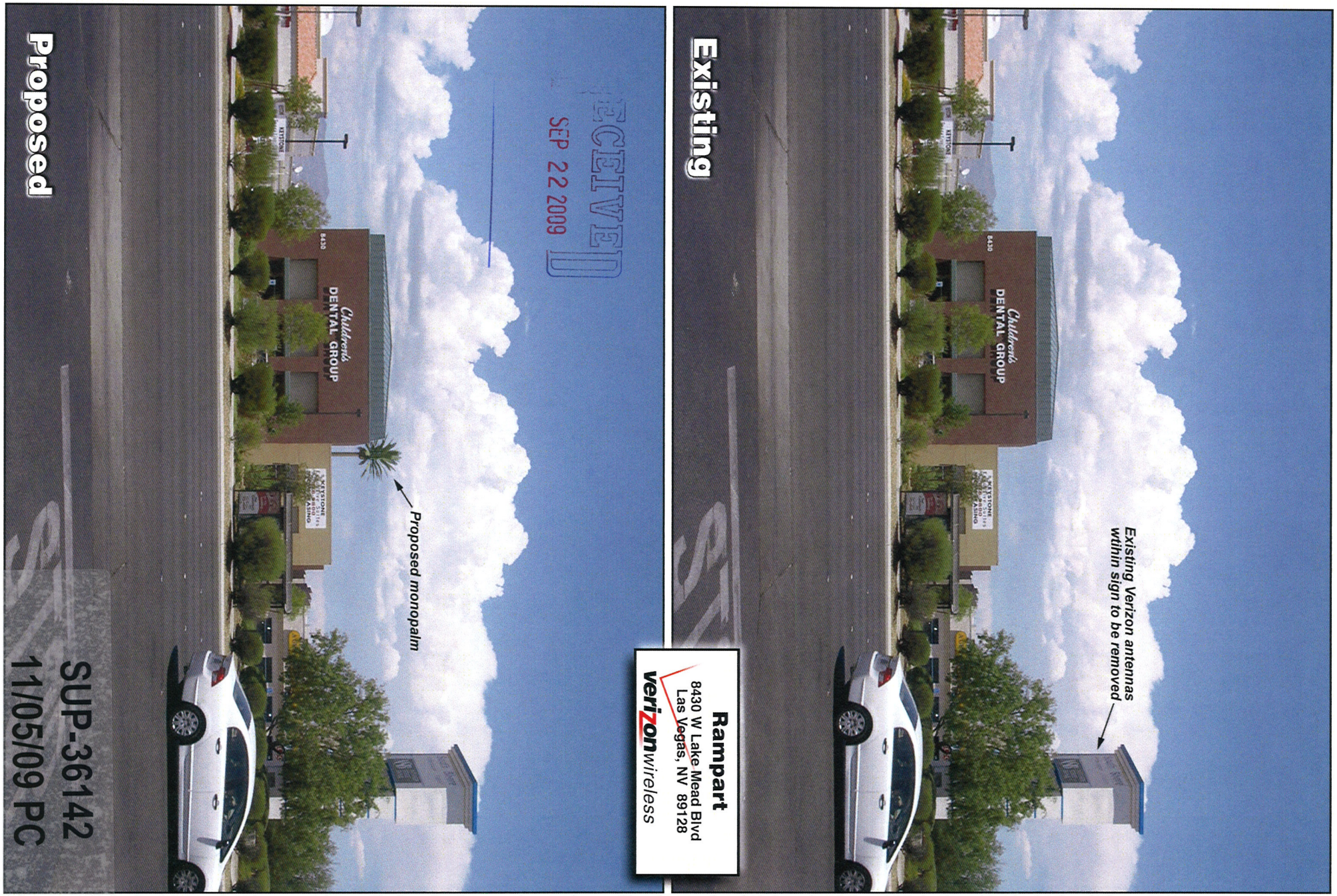
Previsualists

July 30, 2009

Photosimulation of view looking northeast from directly across W Lake Mead Blvd.



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SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC
8430 WEST LAKE MEAD BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09



SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC
8430 WEST LAKE MEAD BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

August 22, 2009

Mr. Greg Kapovich
City of Las Vegas
Planning & Development
731 Fourth Street
Las Vegas, NV 89101

RE: Verizon "LSV Rampart" Existing Wireless Facility Modification and Proposed new stealth communications tower- Special Use Permit Application
8430 W. Lake Mead Blvd. APN 138-20-611-006

Dear Mr. Kapovich,

On behalf of Verizon Wireless, I respectfully submit the attached application. This project is located on APN 138-20-611-006, a C-1 parcel in use as an office building and dental office. The project also affects an existing wireless site on the adjacent C-1 parcel 138-20-611-007.

Verizon Wireless is proposing to remove the four wireless communication antennas currently located within the monument sign at 8420 W. Lake Mead Blvd. and relocate them to a new seventy foot monopalm. The new tower location is proposed in the rear of the property at 8430 W. Lake Mead Blvd. Verizon is also proposing to add five antennas to the new tower. The total number of antennas on the new tower will be nine; three sectors with three antennas each.

The ground space needed for the tower will utilize one parking space and a small, six foot wide landscape buffer between the parking space and an existing trash enclosure. A block wall enclosing the tower will be stuccoed and painted to match the adjacent trash enclosure including a matching access gate. The over all height of the structure will be 70 feet which includes the artificial palm fronds. The tower will be 266 feet to the west of the nearest residential parcels, across Harbor Island Dr., exceeding the 210 foot minimum setback requirement.

Verizon's radio equipment will remain in the existing underground equipment vault on the adjacent property at the foot of the sign. The required new conduit route from the equipment vault to the proposed tower will run underground from the vault to the 8430 building then up the wall, encased in a chase which will be built to look like part of the wall, painted and stuccoed to match, over the roof, down the back side of the building in another chase, then underground to the tower. All existing landscaping disturbed by the run will be returned to existing conditions after construction.

The proposed stealth tower meets the City of Las Vegas Wireless communication tower requirements per Title 19.04.040 regarding required stealthing and residential setbacks for new towers. Verizon has gone through the South Shores Community Association for its review of the proposed tower; the Association's approval is attached to this application. This new tower, stealth design, is compatible with the area given that there are three wireless facilities belonging to other carriers to the southeast of the subject property, in another commercial development.

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SUP-36142
11/05/09 PC

This project will provide increased antenna height and with the change to a monopalm will double the existing coverage allow Verizon to get a third sector to provide coverage to an area that currently has no coverage. This wireless site provides coverage for South Shores residents and the surrounding businesses and offices. It also provides for those traveling around the Lake Mead Blvd. and Rampart Blvd. areas toward both Summerlin and Sun City. The project will also bring updated technology to subscribers allowing faster data and expanded user services in addition to the improved and extended coverage.

If there are any questions regarding this application please contact me at (702) 338-2299 or via email at melissa.gibson@wfinet.com.

Sincerely,

Melissa Gibson

Melissa Gibson
Site Acquisition Specialist
WFI, representing Verizon Wireless

SUP-36142
11/05/09 PC

RECEIVED
CITY CLERK

2009 NOV 12 P 1:37

November 12, 2009

City of Las Vegas
City Clerk
400 Stewart Ave.
First Floor
Las Vegas, NV 89101

RE: Verizon Wireless SUP 36142
8430 W. Lake Mead Blvd. APN 138-20-611-006
Wireless Communication Facility

Verizon Wireless, applicant for Special Use Permit 36142, wishes to appeal the Planning Commission's decision of November 5.

Additionally, Verizon would like to request an abeyance of this SUP and to be heard at the City Council meeting on December 16th. This abeyance is requested for additional time to meet with Councilman Anthony and for Verizon to review any possible options in design of the communications site.

Sincerely,

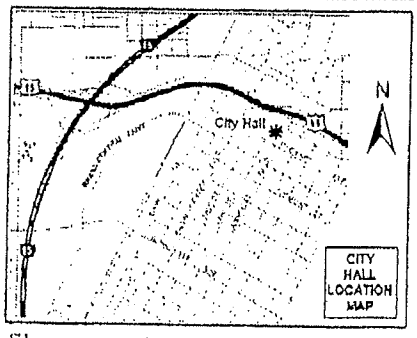
Melissa Gibson

Melissa Gibson
Site Acquisition Specialist
WFI, representing Verizon Wireless
7030 Smoke ranch Rd.
Las Vegas, NV 89128
(702) 338-2299
melissa.gibson@wfinet.com

cc Planning & Development via email

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-36142

City Council Meeting of 12/16/2009

RECEIVED
CITY CLERK
2009 DEC -7 A 8:15

ROESNER KENT W & YOLANDA LIV TR
2105 RICO PEAK
LAS VEGAS NV 89128-7634

APN#13820518003

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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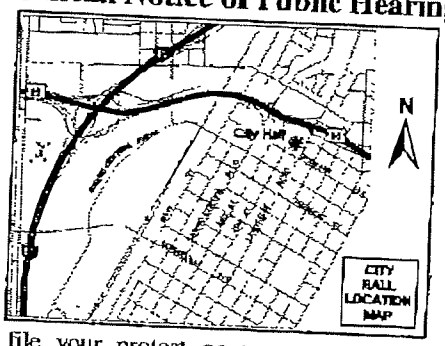

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

YERUSHALMI PROPERTIES L L C
2400 WESTERN AVE
LAS VEGAS NV 89102-4816

APN#13820611005

LAS VEGAS NV 89106

The Jewelers Western

12/07/2009 10:15 FAX 382 3307

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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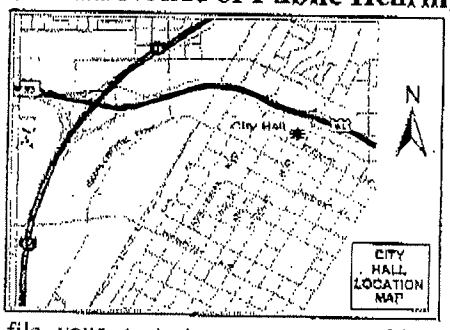
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

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2009 DEC -7 P 12:05
CITY CLERK

SIMS L DOUGLAS & DEBRA K
2005 HARBOR CLIFF DR
LAS VEGAS NV 89128-7461

APN#13821215058

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2009 DEC -7 P 12:23
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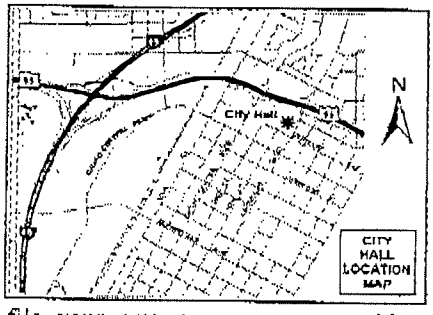

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

SEGGEV FAMILY TRUST
SEGGEV JORAM S & VARDA TRS
2108 RICO PEAK CT
LAS VEGAS NV 89128-7634

APN#13820518007

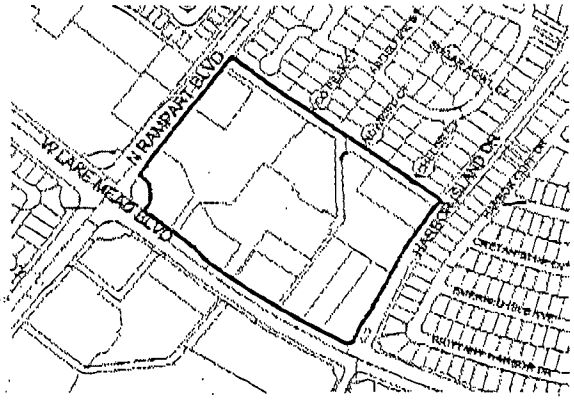
JA0051 89128

Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

NO WAY! IF APPROVED I WILL ORGANIZE MY NEIGHBORS TO SUE IN ORDER TO BLOCK THIS PROPOSAL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

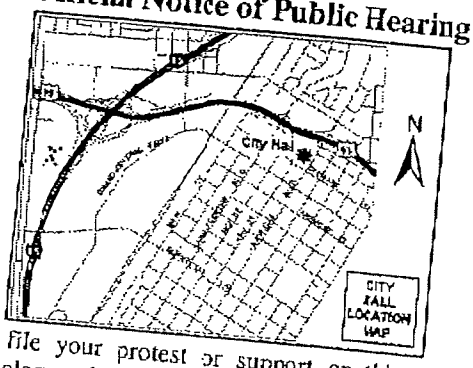
Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

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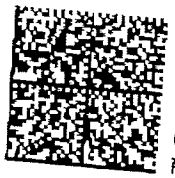

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SHMUELEVICH ZVI & LINA
2229 HARBOR CLIFF DR
LAS VEGAS NV 89128-7419

APN#13821114001

ALEXCO POS

PAGE 01/01

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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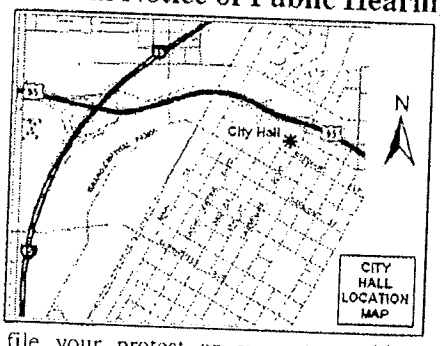

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

TOM FAMILY TRUST
TOM TYRUS DICK TRS
2216 ANGELFIRE ST
LAS VEGAS NV 89128-7610

APN#13821117014

Velvet Marketing

JAVDS11 89128

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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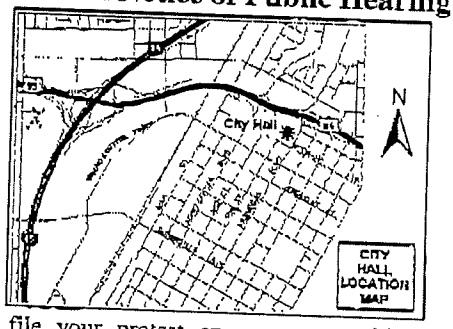

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36142

City Council Meeting of 12/16/2009

OMOHUNDRO TIPTON T & C L FAM TR
OMOHUNDRO TIPTON & CHARLOTTE
2113 SNOWBIRD CT
LAS VEGAS NV 89128-7622

APN#13821117039

12/08/2009 TUE 08:42 [TX/RX NO 6903] ☑001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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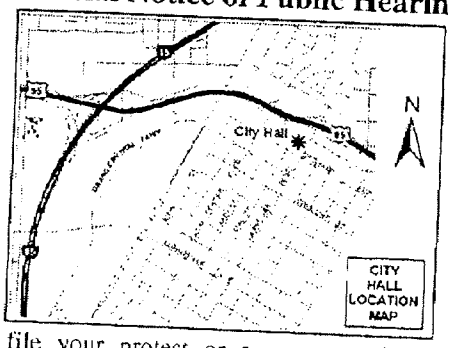
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

2009 DEC -8 A 10:11

CITY CLERK

PANSEK DOROTHY REVOCABLE
P O BOX 34060
LAS VEGAS NV 89133-4060

APN#13820513017

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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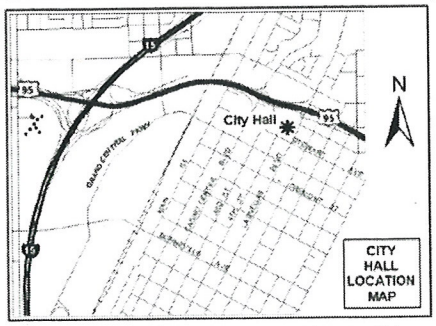

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

BROWNSON-GILBERT LIVING TRUST
BROWNSON ANDREW JOSEPH TRS
%C GILBERT
8712 MAGNOLIA RIDGE AVE
LAS VEGAS NV 89134-0334
APN#13820520010

JAV0511 89134

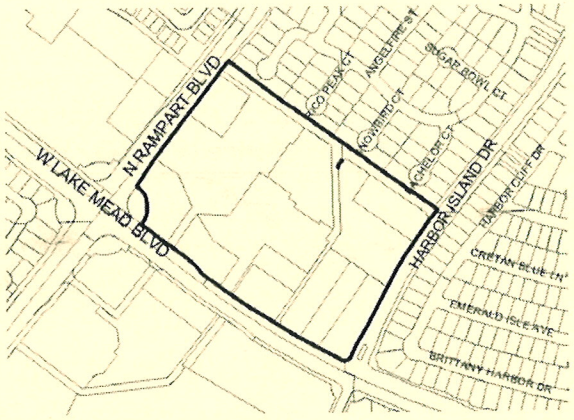
Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

My husband and I oppose this request.

2 votes - opposed

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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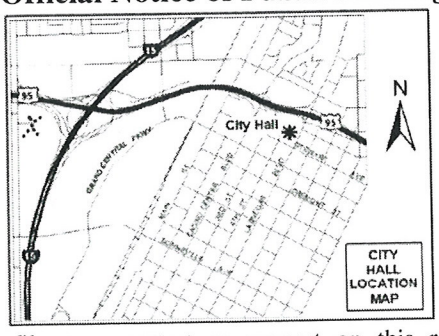
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

LLOYD VANN MILLER & ANNABELLE R
8437 DUTCH HILL CT
LAS VEGAS NV 89128-7624

APN#13820513002

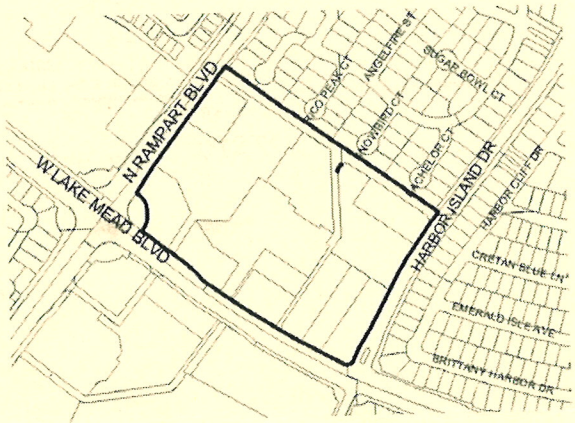
JAV0511 89128

Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

Property TAX is high in this area - the last thing we want would be a 70 ft tower to this fine area - go further south on Rampart to set it up!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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2009 DEC -7 A 8:16

TO: Councilman Anthony

FAX#: 702-382-4803

FROM: Kent Roesner

PH# / E-Mail: 702-204-0857 / Trekker22@juno.com

SUBJECT: Signature Lists Opposing SUP-36142 & Additional Information

Councilman Anthony, please review for subject. Hopefully I can get on your schedule for further discussion.

Thank You For Your Assistance!

Kent Roesner

Total Pages: 15

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
IMRE FODOR	2109 RICO PEAK CT	[signature]
DAWN CHEN	2109 RICO PEAK CT.	[signature]
Kent Roesner	2105 Rico Peak Ct	K. Roesner
Alice B. Morgan	2101 Rico peak ct	Alice B. Morgan
Frank G. Arent	2100 RICO PEAK CT	[signature]
Vanessa Arent	2112 Rico Peak Ct LV NV	[signature]
DAN Cuddy	2116 RICO PEAK CT	[signature]
Kelly [illegible]	2101 SNOW BIRD CT	[signature]
Varda Segger	2108 Rico Peak ct	Varda Segger
Joram Segger	2108 Rico Peak Ct	[signature]
Zaida Torremera	2113 Rico Peak Ct.	[signature]
Dorothy Pansch	8441 Sheltered Valley Dr	Dorothy Pansch
Veronica Higuera	8436 Sheltered Valley Dr	Veronica Higuera
Shirley Bailey	8424 Apple Hill Ct. 89128	Shirley Bailey
Joby Bauer	2204 Sapphire Valley 89128	[signature]
David Fretty	2201 Angelfire St. 89128	[signature]
John Delbruegge	[illegible]	
	2100 Snow Bird Court	
Kimesha Sanders	2116 BACHELOR CT.	Kim SANDERS
Tyeisha Sanders	2116 Bachelor Ct	Tyeisha Sanders

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
Lisa Cummings	8412 Squaw Valley Ave	
Jeff Cummings	8412 Squaw Valley Ave	
Tamara Fields	2201 Angelfire St	
Hank Osterhoudt	2205 " "	
Lesley Osterhoudt	2205 Angelfire St	
Mike Rowden	2301 Angelfire St	
Mary Kay Lein	2313 Angelfire St.	
Richard Rogers	2317 Angelfire St	
Heather Durant	8400 Squaw Valley Ave	
Lee Evans	8356 W. Squaw Valley Ave	
Ron Hall	8352 Squaw Valley	
Colleen Carpenter	8348 Squaw Valley Ave	
Jeffrey Brannon	8336 Squaw Valley Ave	

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
AL LICKLEN	2224 ANGLEFIRE ST	
HELEN PALEWICZ	2308 Anglefire St.	Helen R. Palewicz
SHARI Young	2320 ANGLEFIRE ST.	Shari Young
Aaron Reaux	2324 Anglefire St. LV, NV 89128	
JAMES HARPER	8337 SNOW VALLEY AVE. LV NV 89128	
LEONARDO HIGUERO	8375 Snow Valley Ave	
WAYNE HARPER	2307 BEAR VALLEY ST.	
DANA COOPER	9332 LOST PINES CT.	
John Lubrant	8324 Lost Pines CT	

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
Adaulan Crawford	2116 Bachelor Ct	
Madrea Crawford	6744 Bithmore Garden VNV 89149	Madrea Crawford
Virginia M BABBEE	2112 BACHELOR COURT	Virginia M Babbee
Geo D. Allen	2101 Bachelor Ct	
Judi Cacares	2109 Bachelor ct.	Judi Cacares
Wm Gray	2113 Bachelor	

SUP-36412 recommendation should be NO

- 1. This SUP **negatively affects the value** of our properties by violating existing zoning regulations and degrading the appearance of the South Shores and Desert Shores communities.
- 2. SUPs **need to preserve the appearance** of our community and assist in maintaining our property values. **This one does neither.**
- 3. There are already many existing cell sites – **including one from the applicant!**
- **4. All towers raise safety concerns.**

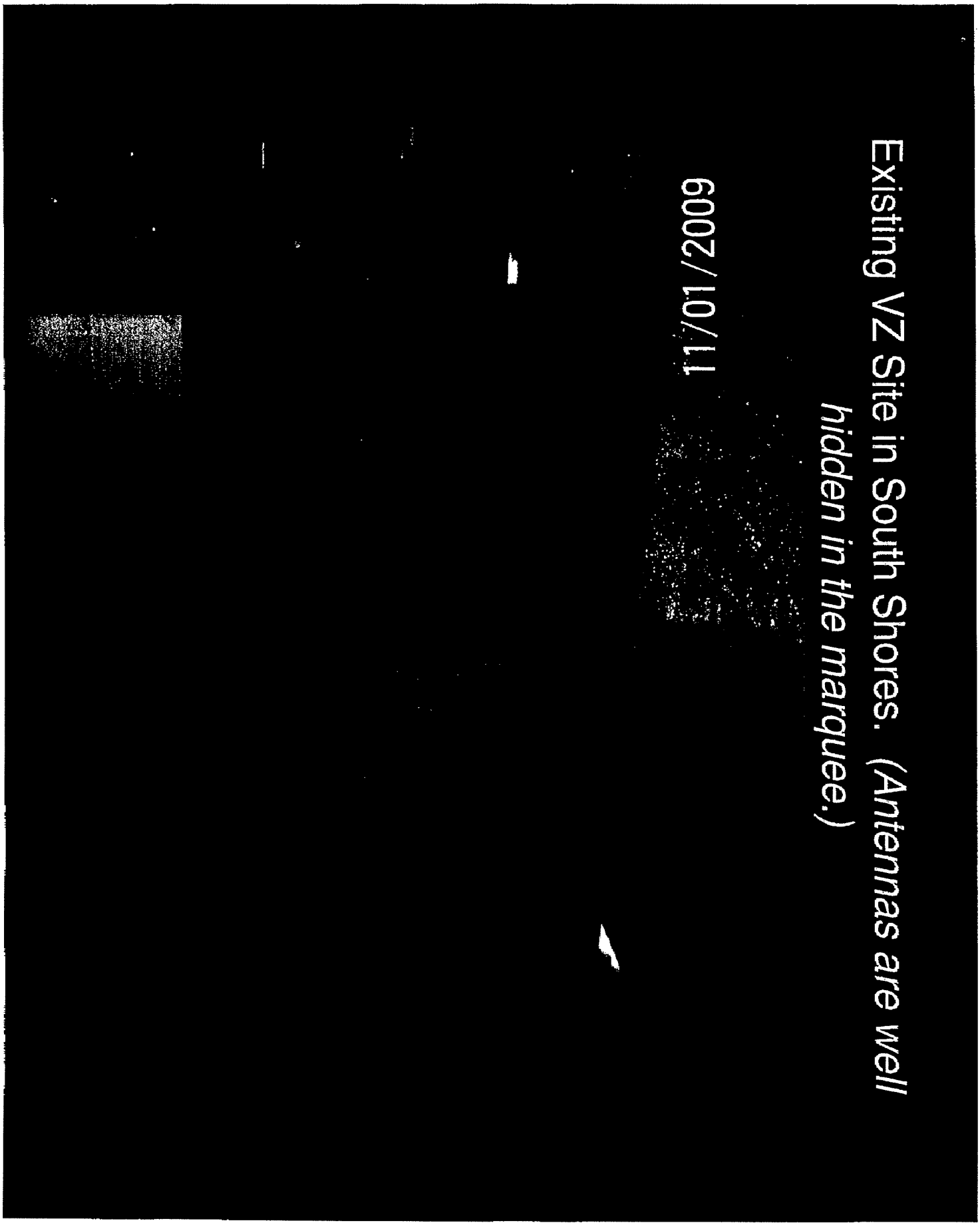
Dec 06 09 06:21a Yogi 702-233-8825 p.6
12/06/2009 SUN 06:18 [TX/RX NO 6873] 006

This request is not in keeping with the character of the community.

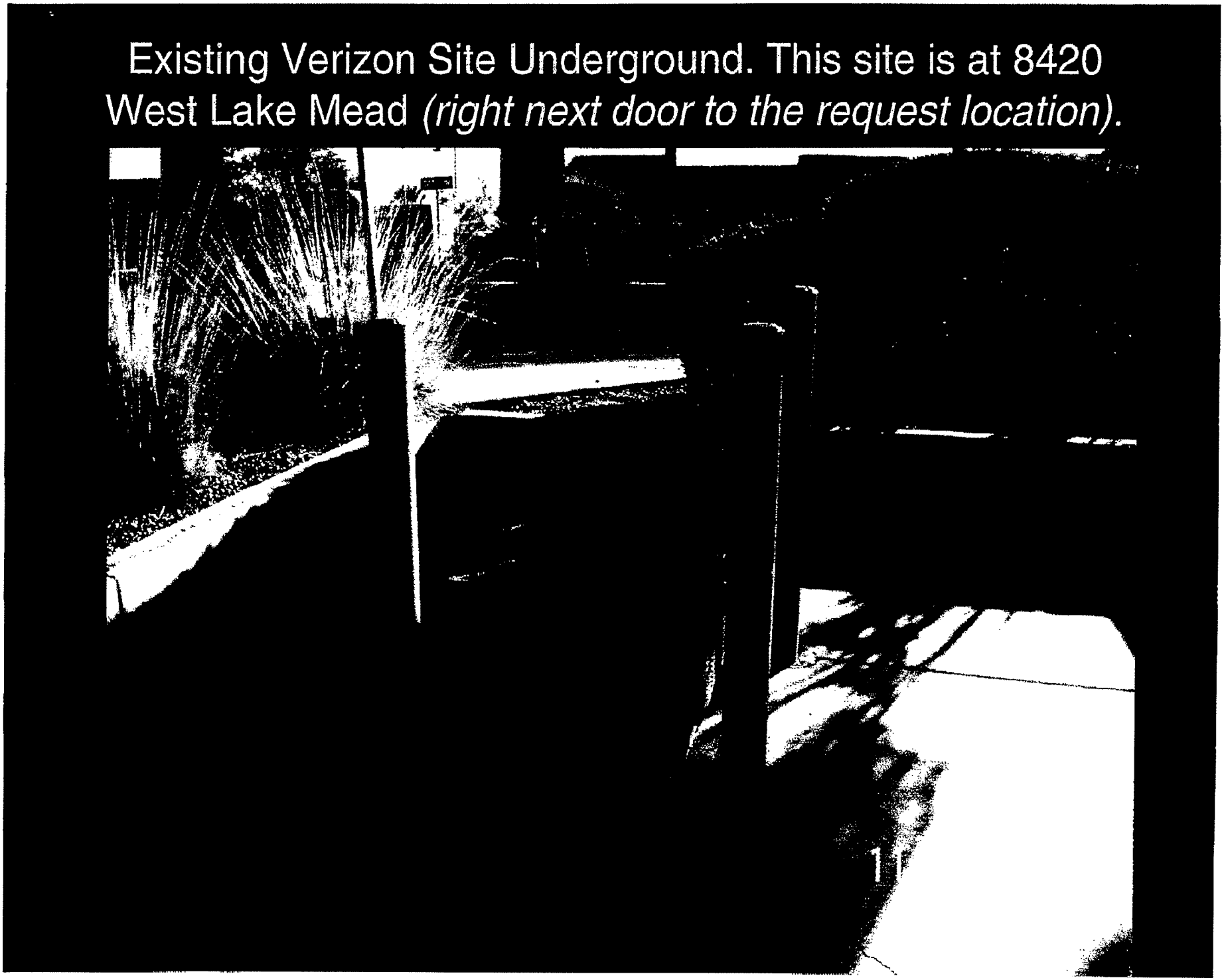
- In practice, zoning is used to prevent new development from interfering with existing residents or businesses and to preserve the "character" of a community.

- The Planning and Development Department...offers advice about development that will enhance the quality of life of the citizens of Las Vegas.

Dec 06 09 06:21a Yogi 702-233-8825 p.7
12/06/2009 SUN 06:18 [TX/RX NO 6873] 007

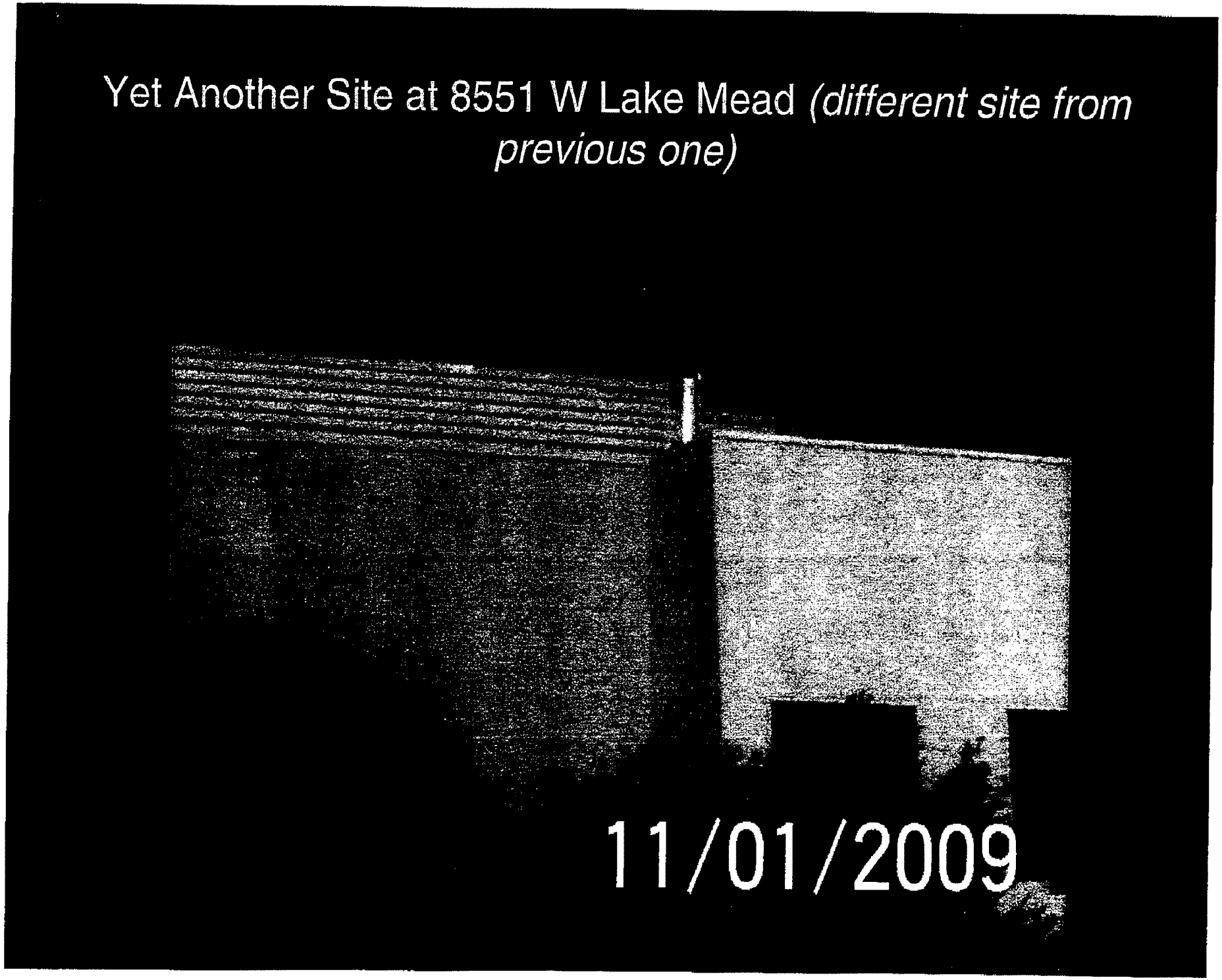

Existing VZ Site in South Shores. (Antennas are well hidden in the marquee.)
11/01/2009

Existing Verizon Site Underground. This site is at 8420 West Lake Mead *(right next door to the request location).*



More Cell Sites near South Shores (on building)
11/01/2009

Yet Another Site at 8551 W Lake Mead *(different site from previous one)*



Existing Cell Site near South Shores.

11/01/2009

Another Cell Site near South Shores

Another site at 8551 W Lake Mead
11/01/2009

Cell Site in Desert Shores

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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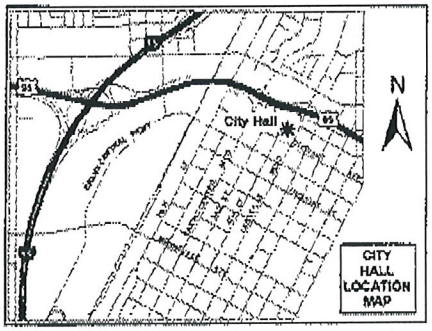

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
Planning Commission Meeting of 11/5/2009

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OCT 26 2009

Case: SUP-36142
13820610026
HAYNES MICHAEL T
2117 FOUNTAIN VIEW DR
LAS VEGAS NV 89134-0318

HAYDS11 89134

47P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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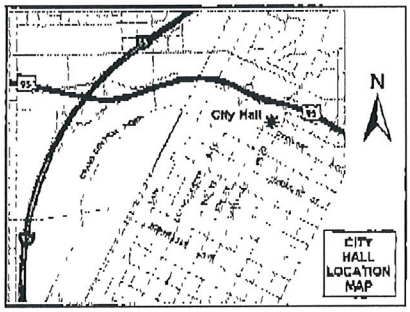

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☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

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Case: SUP-36142
13821117039
OMOHUNDRO TIPTON T & C L FAM TR
2113 SNOWBIRD CT
LAS VEGAS NV 89128-7622

47P

PAGE 01
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7022433738
10/24/2029 21:59

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Development Services Center
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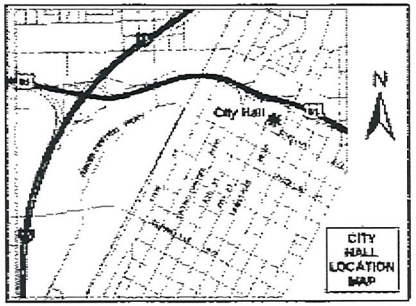

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SUP-36142
Planning Commission Meeting of 11/5/2009

We oppose this proposal vehemently It should be erected at a place where no houses are near by.

Case: SUP-36142
13820518007
SEGGEV FAMILY TRUST
2108 RICO PEAK CT
LAS VEGAS NV 89128-7634

HAVOS11 89128

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OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

	NAME	ADDRESS	SIGNATURE
	IMRE FODOR	SEE POSTCARD 2109 RICO PEAK Ct	
	DAWN CHEN	SEE POSTCARD 2109 RICO PEAK Ct.	
1.	Kent Roesner	2105 Rico Peak Ct	K. Roesner
2.	Alice B. Morgan	2101 Rico peak Ct	Alice B. Morgan
	Frank G Arent	SEE POSTCARD 2100 RICO PEAK CT	
3.	Vanessa Arent	2112 Rico Peak Ct. LV NV	
4.	DAN CUDDY	2116 RICO PEAK CT	
5.	Kelly Hafer	2101 Snow Bird Ct	
	Varda Segger	SEE POSTCARD 2108 Rico Peak ct	
	Joram Segger	2108 Rico Peak Ct	
6.	Zaida Torremora	2113 Rico Peak Ct.	
7.	Dorothy Panush	8941 Sheltered Valley Dr	
8.	VERONICA HIGUERA	8436 SHELTERED VALLEY DR	
9.	SHIRLEY BAILEY	8424 APPLEHILL CT. 89128	
10.	Joby BAUER	2204 Sapphire Valley 89128	
11.	David Fretty	2201 Argefire St. 89128	
12.	John Delbruegge	John Delbrugge 2100 Snow Bird Court	
13.	Kimesha Sanders	2116 BACHELOR CT.	Kim SANDERS
	Tyeisha Sanders	2116 Bachelor Ct	

Submitted after final agenda

Date 11/02/09 Item 47P

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OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

	NAME	ADDRESS	SIGNATURE
	Adarian Crawford	2116 Bachelor Ct	[signature]
14.	Madreia Crawford	6744 Bi Hmore Garden LVNV 89149	Madreia Crawford
	Virginia M BABBEE	2112 BACHELOR COURT	Virginia M Babbee
15.	Cleo D. Allen	2101 Bachelor Ct	Cleo D. Allen
16.	Judi Caceros	2109 Bachelor ct.	Judi Caceros
17.	Wm Craig	2113 Bachelor	[signature]

SEE POSTCARD

17

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Date 11/02/09 Item 47P

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Planning & Development Department
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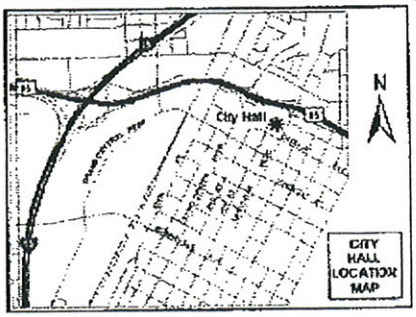

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36142

Planning Commission Meeting of 11/5/2009

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Case: SUP-36142

13820518003
SOEHNGEN BRIAN -
2104 RICO PEAK CT
LAS VEGAS NV 89128-7634

Submitted after final agenda

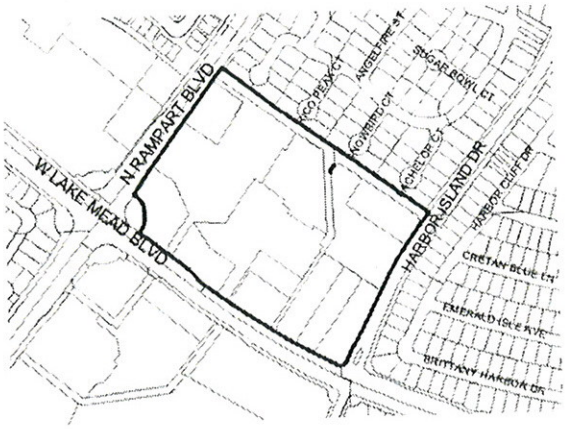
Date 11/04/09 Item 47P

Application Information

SUP-36142 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

Please don't allow this. It is too close to our neighborhood and they are not nice to look at.

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.

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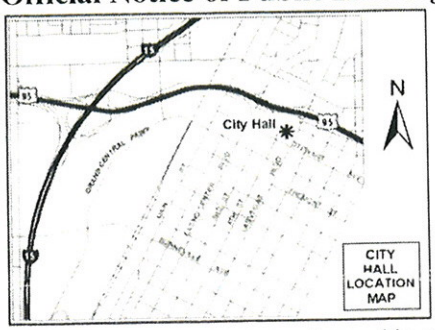

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

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OCT 29 2009

Case: SUP-36142
13820513004
LEE LARRY & JACQUEITA M
8428 APPLE HILL CT
LAS VEGAS NV 89128-7635

Submitted after final agenda
Date 10/29/09 Item 47P

HAVDS11 89128

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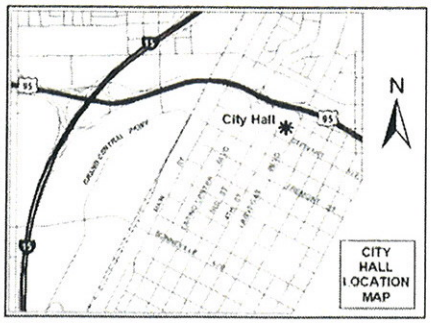

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821112004
GIBSON SHARON K
2324 SAPPHIRE VALLEY ST
LAS VEGAS NV 89128-7614

HAVD511 89128

Submitted after final agenda
Date 10/29/09 Item 47P

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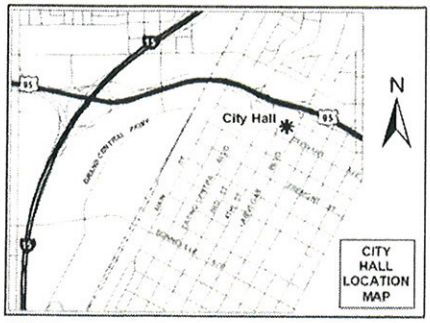

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

this entire block is the worst of any on Lake Mead. - First the Alley, then the bank, school, dentist; large medical bldg, jewelry, smoothie, strip stores, etc. When I purchased my home we were promised small bldgs. etc.

Case: SUP-36142
13821117034
MCFARLAND THERESA
2104 SNOWBIRD CT
LAS VEGAS NV 89128-7622

Big Lots
Burger King
Gas Station

HAVDS11 89128

Submitted after final agenda

Date 11/02/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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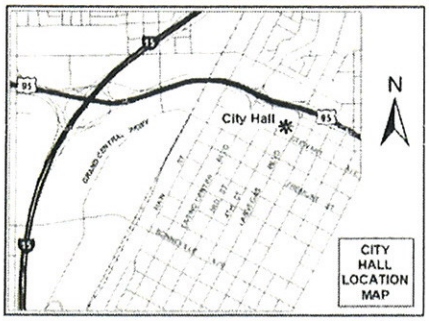

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821112006
ROBERTS RICHARD W & MARIANNE G
2317 ANGELFIRE ST
LAS VEGAS NV 89128-7613

HAVOS11 89128

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Date 11/02/09 Item 47P

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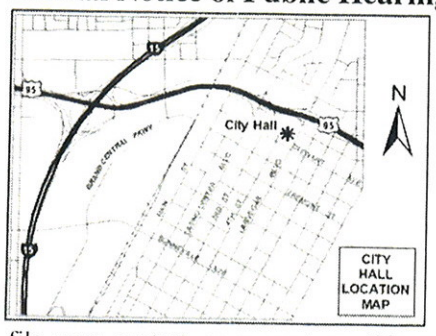

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☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821118035
SANDERS FAMILY TRUST
8320 SWAN LAKE AVE
LAS VEGAS NV 89128-7414

HAVDS11 89128

Submitted after final agenda
Date 11/02/09 Item 47P

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Planning & Development Department
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Las Vegas, Nevada 89101-2986

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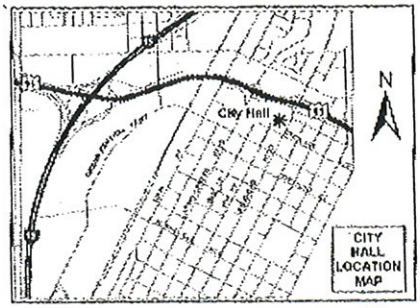

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SUP-36142

Planning Commission Meeting of 11/5/2009

Case: SUP-36142

13820518002
FODOR IMRE
2109 RICO PEAK CT
LAS VEGAS NV 89128-7634

HAVDS11 89128

Submitted after final agenda

Date 11/02/09 Item 47P

City of Las Vegas
Planning & Development Department
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Las Vegas, Nevada 89101-2986

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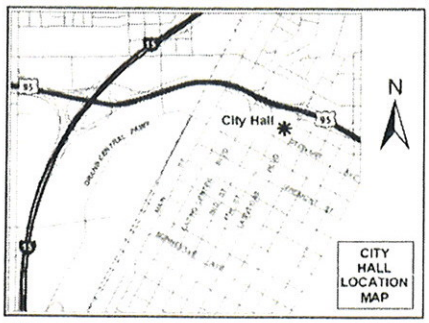

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13820711003
NOOSE FAMILY TRUST
1929 SEDONA PASEO LN
LAS VEGAS NV 89128-8289

HAVDS11 89128

Submitted after final agenda

Date 11/02/09 Item 47P

City of Las Vegas
Planning & 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

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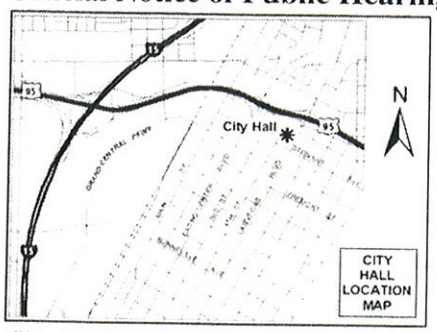
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36142
13820518005
SPECIAL FRANK G & PATRICIA A
2100 RICO PEAK CT
LAS VEGAS NV 89128-7634

HAVDS11 89128

Submitted after final agenda

Date 10/29/09 Item 47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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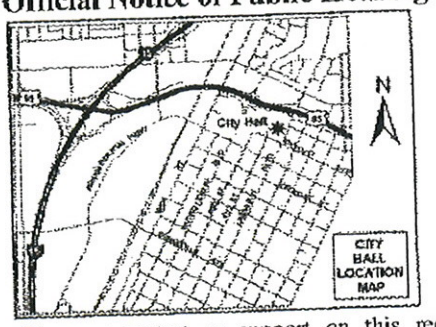

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OCT 29 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

Planning Commission Meeting of 11/5/2009

Case: SUP-36142

13821117024
BARBEE R W & V M LIVING TRUST
2112 BACHELOR CT
LAS VEGAS NV 89128-7620

HAUDE11 89128

Submitted after final agenda

Date 10/29/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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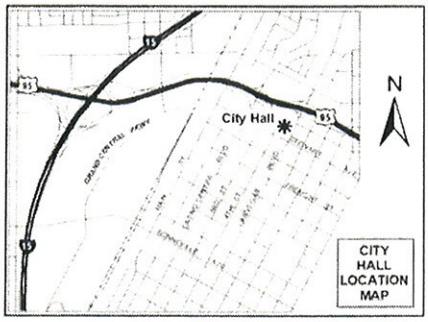
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36142
13821118037
CARLSON ROBERT A & DOLORES B
8312 SWAN LAKE AVE
LAS VEGAS NV 89128-7414

HAVDS11 89128

Submitted after final agenda
Date 10/29/09 Item 47A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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MAILED FROM ZIPCODE 89101

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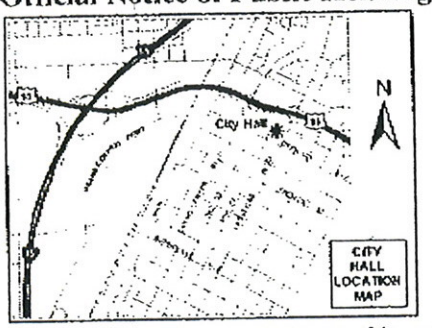
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

Planning Commission Meeting of 11/5/2009

RECEIVED
OCT 29 2009

Case: SUP-36142
13821113027
BOYLE CAROLYN MOORE LIVING TRUST
2301 BEAR VALLEY
LAS VEGAS NV 89128-7605

HAV0511 45125

Submitted after final agenda

Date 10/29/09 Item 47A

PAGE

CHILDRENS DENTAL GRP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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0004279218 OCT 23 2009
MAILED FROM ZIPCODE 89101

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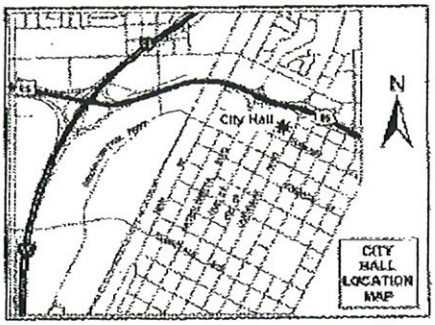
Official Notice of Public Hearing



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Case: SUP-36142

13820611006
ARIES HOLDINGS L L C
413 CANYON GREENS DR
LAS VEGAS NV 89144-0829

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
Planning Commission Meeting of 11/5/2009

22209104

H4VDS11 89144

Submitted after final agenda

Date 11/04/09 Item 47A

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

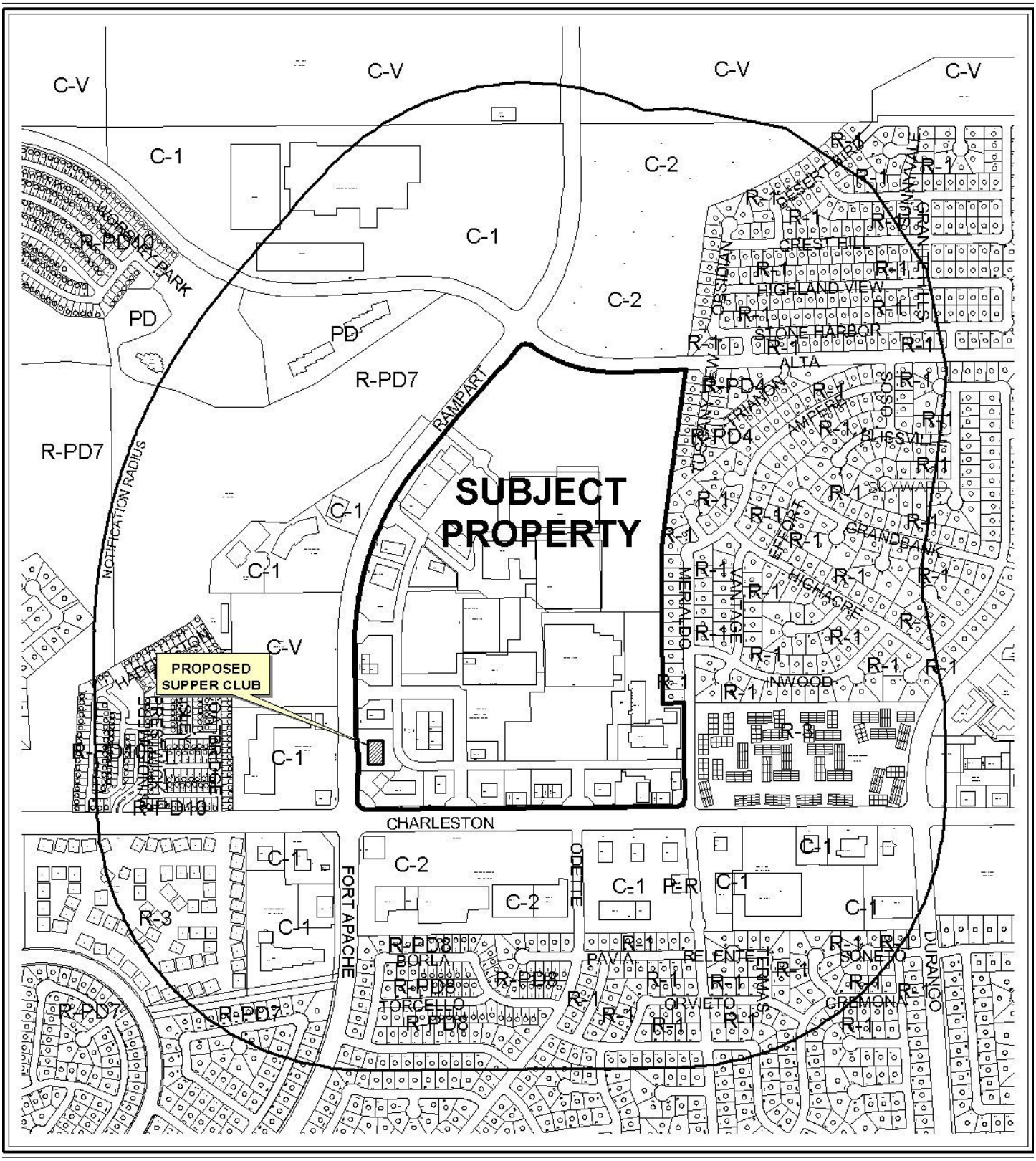
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36172 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: G.L. DRAGON, LLC - Request for a Special Use Permit FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcards
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 15



CASE: **SUP-36172**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) AND C-1 (LIMITED COMMERCIAL)



0 500 1000 Feet

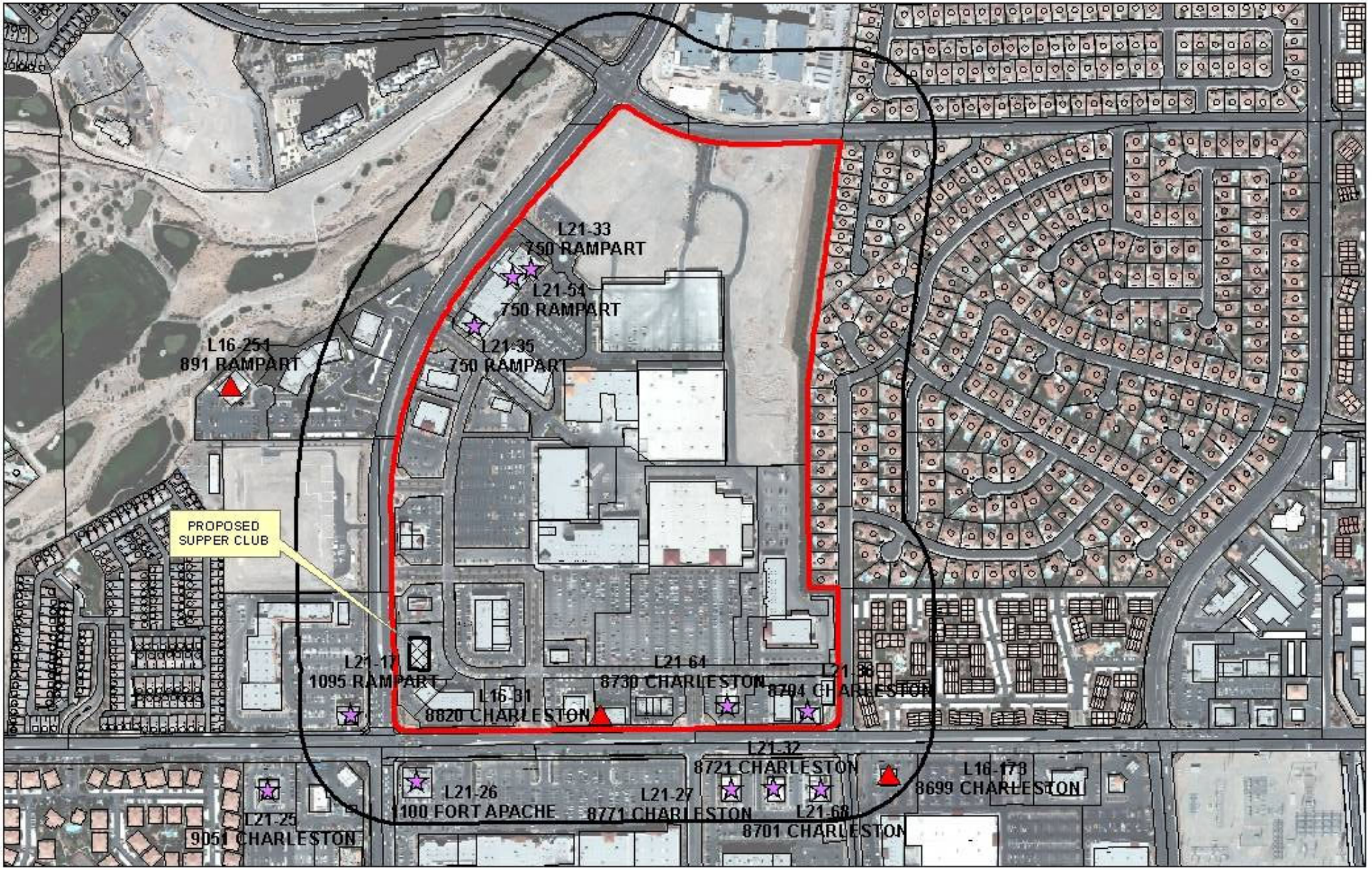
CASE: **SUP-36172**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) AND C-1 (LIMITED COMMERCIAL)

N



SUP-36172

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36172 - APPLICANT/OWNER: G.L. DRAGON, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.010 for a Supper Club use.

2. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City 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 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 7,800 square-foot Supper Club at 1050 South Rampart Boulevard. The subject site was previously utilized as a Supper Club, and is located within an existing 641,664 square-foot Shopping Center (Boca Park). The Boca Park shopping center is capable of accommodating a variety of uses, and the addition of a Supper Club within this center is compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request. If this application is denied, a supper club use will not be allowed at the site.

ISSUES

- The proposed use complies with all Title 19 Zoning Code requirements and can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff is recommending approval of this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
05/20/81	The City Council approved a request for a Rezoning (Z-0034-81) from N-U (Non-Urban) to R-1 (Single-Family Residential), R-2 (Medium-Low Density Residential), R-3 (Medium Density Residential), R-MHP (Residential Mobile / Manufactured Home Park), R-PD7 (Residential Planned Development – Seven Units per Acre), R-PD8 (Residential Planned Development – Eight Units per Acre), P-R (Professional Office and Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) on property generally located north of Sahara Avenue, south of Westcliff Drive, west of Durango Drive, and east of Hualapai Way. [Note: portions of this tract have been over-zoned by subsequent Peccole Ranch Master Plan cases]. The Planning Commission recommended approval of the request.
04/07/82	The City Council approved a request for a Rezoning (Z-0010-82) from N-U (Non-Urban) [under resolution of intent to C-2 (General Commercial) and R-3 (Limited Multiple Residences)] to C-2 (General Commercial) and R-3 (Limited Multiple Residences) on property generally located on the north side of Charleston Boulevard, west of Durango Drive. The Planning Commission recommended approval of the request.
11/16/88	The City Council approved a request for a Rezoning (Z-0104-88) from N-U (Non-Urban) [under resolution of intent to R-MHP (Residential Mobile / Manufactured Home Park) to R-1 (Single-Family Residential). The Planning Commission recommended approval of the request.

09/02/92	The City Council approved a request for a Rezoning (Z-0030-92) from N-U (Non-Urban) (under Resolution of Intent to R-1 (Single-Family Residential), C-1 (Limited Commercial), and C-2 (General Commercial) to R-1 (Single Family Residence) and C-1 (Limited Commercial) on property located on the east side of Rampart Boulevard, between Charleston Boulevard and Alta Drive. The Planning Commission recommended approval of the request.
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) proposed use: 248 room, five-story, non-gaming hotel, 650 seat amphitheater, 535,200 square foot retail, 57,600 square foot office, 125 unit condominium complex, a four-story parking garage, and a six-story parking garage, size: 47.4 acres. The Planning Commission recommended approval of the request.
	The City Council approved a request for a Site Development Plan Review [Z-30-92(5)] for a proposed 433,240 square-foot Retail Shopping Center including 21 retail pad sites (phase 1) on property located on the northeast corner of Rampart Boulevard and Charleston Boulevard. The Planning Commission recommended approval of the request.
02/22/99	The City Council approved a request for a Special Use Permit (U-1070-98) for Package Liquor Sales in conjunction with a proposed 15,980 square-foot Drug Store on property located on the east side of Rampart Boulevard, approximately 1,120 feet north of Charleston Boulevard. The Planning Commission recommended approval of the request.
06/14/99	At the City Council meeting a request for a Special Use Permit (U-0043-99) for Off-Premise Sale of Beer and Wine in conjunction with a proposed 6,080 square-foot Convenience Store/ Fast Food Restaurant on property located at the northeast corner of Charleston Boulevard and Rampart Boulevard was withdrawn without prejudice. The Planning Commission recommended denial of the request.
11/18/99	The Planning Commission approved a request for a Site Development Plan Review [Z-0030-92(8)] for a proposed Fast Food Restaurant with Drive-Through in conjunction with a Retail / Restaurant building on property located on the east side of Rampart Boulevard and the north side of Charleston Boulevard. This case number was reassigned to Z-0030-92(11).
01/04/00	The Planning and Development Department approved a request for a Site Development Plan Review [Z-0030-92(11)] for a proposed Fast Food Restaurant with Drive-Through in conjunction with a Retail / Restaurant building on property located on the east side of Rampart Boulevard and the north side of Charleston Boulevard.

01/05/00	The City Council approved a request for a Special Use Permit (U-0116-99) for the Off-Premise Sale of Beer and Wine in conjunction with a supermarket on property located at 810 S. Rampart Boulevard. The Planning Commission recommended approval of the request.
01/12/00	The Planning and Development Department approved a request for a Site Development Plan Review [Z-30-92(13)] for a proposed 8,500 square-foot Retail Center on property located on the northeast corner of Charleston Boulevard and Rampart Boulevard.
02/16/00	The Planning and Development Department approved a request for a Site Development Plan Review [Z-30-92(12)] for a proposed 720 square-foot Temporary Bank Facility on property located on the northeast corner of Charleston Boulevard and Rampart Boulevard.
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).
07/05/01	The City Council approved a request for a Special Use Permit (U-0054-01) for a 6,218 square foot Supper Club on 1.15 acres on the east side of Rampart Boulevard, approximately 220 feet north of Charleston Boulevard within Boca Park Phase 1. The Planning Commission recommended approval of the request.
08/01/01	The City Council approved a request for a Special Use Permit (U-0068-01) for a proposed Supper Club on the north side of Charleston Boulevard, approximately 1,300 feet east of Rampart Boulevard. The Planning Commission recommended approval of the request.
	The City Council approved a request for a Site Development Plan Review [Z-0030-92(20)] for a proposed Supper Club on the north side of Charleston Boulevard, approximately 1,300 feet east of Rampart Boulevard. The Planning Commission recommended approval of the request.
03/25/04	At the Planning Commission meeting a request for a Special Use Permit (SUP-3717) for a Night Club at 1050 South Rampart Boulevard was withdrawn without prejudice at the applicants' request.
04/06/05	The City Council approved a request for a Special Use Permit (SUP-5859) for a proposed Supper Club at 1050 South Rampart Boulevard. The Planning Commission recommended approval of the request.
11/19/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #15/jb).
Related Building Permits/Business Licenses	
05/07/02	A Building Permit (#2008371) was issued for a Restaurant Certificate of Occupancy at 1050 South Rampart Boulevard. The building permit was finalized on 12/13/02.
	A Building Permit (#2008370) was issued for On-site Improvements and Hardscapes at 1050 South Rampart Boulevard. The building permit expired on 09/20/03.
09/27/02	A Building Permit (#2017608) was issued for a Sign at 1050 South Rampart Boulevard. The building permit expired on 06/14/03.

08/27/03	A Building Permit (#3018480) was issued for a Sign at 1050 South Rampart Boulevard. The building permit was finalized on 11/18/03.
09/12/03	A Building Permit (#3019715) was issued for a Sign at 1050 South Rampart Boulevard. The building permit was finalized on 11/18/03.
02/24/05	A Building Permit (#5001073) was issued for a Tenant Improvement at 1050 South Rampart Boulevard. The building permit was finalized on 08/31/05.
03/28/05	A Building Permit (#5001873) was issued for a Koi Pond at 1050 South Rampart Boulevard. The building permit expired on 01/07/06.
04/18/05	A Building Permit (#5002424) was issued for a Sign at 1050 South Rampart Boulevard. The building permit expired on 02/04/06.
07/14/05	A Business License (#V01-00035) was issued for Valet Parking at 1050 South Rampart Boulevard. The business license was marked out of business on 09/25/08.
07/15/05	A Business License (#L18-00025) was issued for a Liquor Caterer at 1050 South Rampart Boulevard. The business license was marked out of business on 12/05/07.
	A Business License (#L21-00044) was issued for a Supper Club at 1050 South Rampart Boulevard. The business license was marked out of business on 01/22/08.
	A Business License (#R09-01300) was issued for a Restaurant – seating more than 45 people at 1050 South Rampart Boulevard. The business license was marked out of business on 12/07/07.
07/05/06	A Building Permit (#6004484) was issued for a Tenant Improvement at 1050 South Rampart Boulevard. The building permit expired on 01/14/08.
01/30/08	A Business License (#R09-01461) was issued for a Restaurant seating more than 45 people at 1050 South Rampart Boulevard. The business license was marked out of business on 09/25/08.
01/31/08	A Business License (#L21-00061) was issued for a Supper Club at 1050 South Rampart Boulevard. The business license was marked inactive on 10/14/08.
02/07/08	A Building Permit (#7003447) was issued for a Sign at 1050 South Rampart Boulevard. The building permit expired on 08/09/08.
Pre-Application Meeting	
09/18/09	A pre-application meeting was held where the submittal requirements for a Special Use Permit for a Supper Club were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
10/15/09	Staff conducted a field check and noted a well maintained, vacant building within a shopping center.

Details of Application Request	
Site Area	
Gross Acres	1.15 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Boca Park Phase I & II Master Development 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	
Shopping Center	641,664 S.F.	1:250	2,531	36	2,639	36	
Total			2,567		2,639		Y

ANALYSIS

The applicant is proposing a 7,800 square-foot Supper Club located within the Boca Park shopping center. The location was previously approved for use as a Supper Club, but the business license was marked inactive on 10/14/08, and the Special Use Permit subsequently expired six months later. The proposed use is consistent with the conditions of approval for a Supper Club use listed in Title 19.04. Also, the proposed use is consistent with adjacent uses within Boca Park as there are similar restaurants within the center. Staff finds that the proposed location of the Supper Club is compatible with the existing surrounding commercial land uses. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Supper Club is located within the Boca Park shopping center, and can be conducted in a manner that is harmonious with the existing and future land uses as projected by the General Plan.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is suitable for a variety of retail and restaurant uses. There are several similar businesses within the existing development. Therefore, the subject Supper Club is appropriate for the subject site as proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The subject site has access via Rampart Boulevard and Charleston Boulevard; both are 100-foot Primary Arterials as designated in the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

The proposal conforms to the goals and objectives of the General Plan designation in which it is located. As such, it will not endanger the public health, safety, or welfare of the populace or be inconsistent with the objectives of the General Plan.

5. The use meets all of the applicable conditions per Title 19.04.

The site meets all applicable conditions per Title 19.04 for a Supper Club. The use conforms to Title 19 as conditioned.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 1350 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36172 APN: 138-32-412-024

Name of Property Owner: G.L. Dragon, LLC

Name of Applicant: G.L. Dragon LLC

Name of Representative: Bob Gronauer - 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: Robert W Engl.

Print Name: Robert Engl

Subscribed and sworn before me

This 1st day of September, 2009

Amber Calixto

Notary Public in and for said County and State

AMBER CALIXTO
Notary Public State of Nevada
No. 07-1654-1
My appt. exp. Dec. 5, 2010

County: Clark
State: Nevada

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

393052.1

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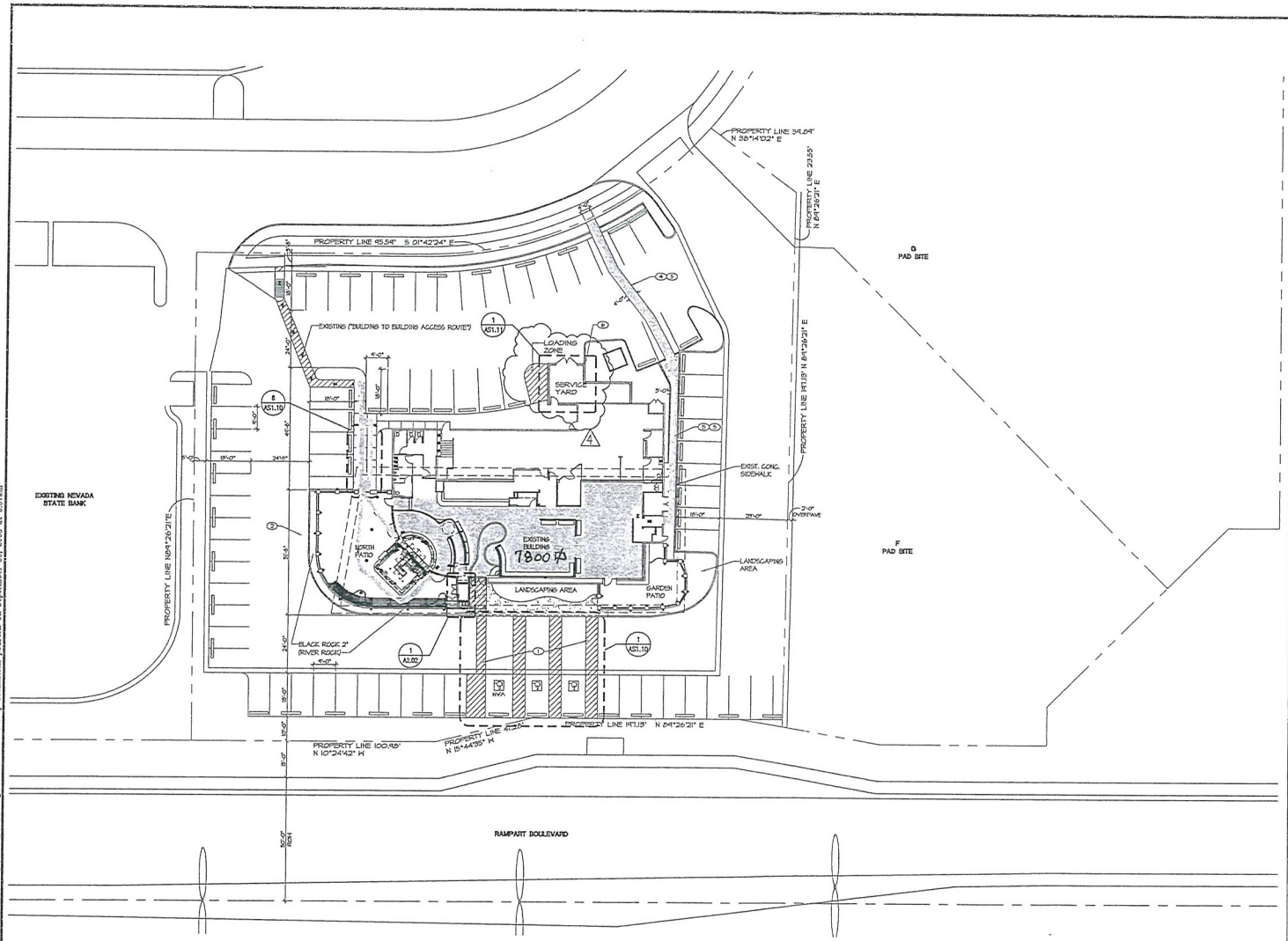
SEP 24 2009



1 SITE PLAN
SCALE: 1"=20'-0"

SITE PLAN KEY NOTES

1. NEW LOCATION FOR ADA PARKING STALL.

PARKING:

71 REGULAR STALLS (ON PROPERTY)
2 ADA REGULAR STALLS
1 ADA VAN STALL
74 TOTAL STALLS (ON PROPERTY)

2. NEW BUILDING TO BUILDING ACCESS ROUTE.

NOTE:
ADDITIONAL PARKING IS BY SHARED USE AGREEMENT WITHIN THE SHOPPING CENTER PROPERTY.

3. NEW SLOPED CONCRETE SIDEWALK, UNIFORM SHAPE FROM EXISTING SIDEWALK CONNECTION POINT TO TOP OF ASPHALT AT PARKING.

4. PAINT STRIPING TO MATCH EXISTING AT N.E. CORNER OF PROPERTY.

5. ACCESSIBLE ROUTE TO PUBLIC WAY WITH RUNNING SLOPE NOT EXCEEDING 5% OR CROSS-SLOPE NOT EXCEEDING 2%

6. REFUSE AREA WITH ENCOSURE COVER

4

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SEP 24 2009

SUP-36172
11/19/09 PC

SEAL

ESTAR ARCHITECTS
ARCHITECTURE•PLANNING•INTERIOR DESIGN
701 BRIDGER AVENUE SUITE 400 LAS VEGAS, NEVADA 89101
TELEPHONE: (702) 878-0000 FAX: (702) 878-8430
www.wagnarchitects.com

SEAL

A SHELL REMODEL FOR:
RESTAURANT
1050 S. RAMPART BLVD.
LAS VEGAS, NV 89145

NUMBER	REVISION DESCRIPTION	DATE
1	ADDENDUM #1	12.10.04
2	CITY COMMENTS	12.23.04
3	CITY COMMENTS	01.28.05
4	PLANNING COMMISSION ITEM	03.11.04
5	-	-
6	-	-
7	-	-

PROJECT NUMBER 04108
DRAWN BY SA
CHECKED BY RP
ISSUE DATE 12-01-04
SCALE AS NOTED

SHEET NUMBER
AS1.01
SITE PLAN

CONSTRUCTION DOCUMENTS

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DOOR SCHEDULE

DR. NO.	DOOR SIZE			DOOR			FRAME				HDW. GROUP	REMARKS
	WIDTH	HEIGHT	THICK.	TYPE	MAT	FIN	MAT	FIN	DET	ELEV.		
101	3'-0"	7'-3"	2"	C	MTL / BAM	PNT / NAT	MTL	PNT	-	-	4	*
102A	3'-0"	8'-0"	-	B	ALUM.	FACT.	-	ALUM.	-	-	3	*
102B	3'-0"	8'-0"	-	B	ALUM.	FACT.	-	ALUM.	-	-	3	*
102C	3'-0"	8'-0"	-	B	ALUM.	FACT.	-	ALUM.	-	-	3	*
104	2'-0" (PR)	8'-0"	1 3/4"	A	HM	PNT	HM	PNT	-	-	6	WITH UPPER & LOWER LOUVERS
105	2'-6" (PR)	7'-0"	1 3/4"	F	WD	STN	-	-	-	-	7	*
106	3'-0" (PR)	10'-0"	2"	D	WD	STN	HM	PNT	-	-	1	*
107	3'-0"	7'-0"	1 3/4"	B	ALUM	FACT	ALUM	FACT	-	-	2	EXISTING DR. RELOCATED TO NEW OPENING
108	3'-0"	7'-3"	2"	C	MTL / BAM	PNT / NAT	MNT	PNT	-	-	4	*
109	2'-0"	2'-0"	1 3/4"									DOOR SHALL HAVE A STAINLESS STEEL FINISH ON THE EXTERIOR SIDE AND A WOOD FINISH ON THE INTERIOR SIDE

ABBREVIATIONS

ALUM. ALUMINUM
FACT. FACTORY
(E) EXISTING
FIN. FINISH
HGT. HEIGHT
MAT. MATERIAL
MTL. METAL
NAT. NATURAL
PNT. PAINT
PR. PAIR
STN. STAIN
WD. WOOD

SYMBOLS

WALLS
FD FLOOR DRAIN
(XXX) DOOR NUMBER
(B) WALL TYPE
(XXX) X INTERIOR WALL ELEVATION
(X) WINDOW TYPE

GENERAL NOTES

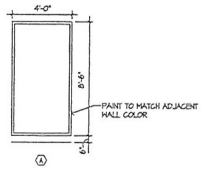
1. KITCHEN EQUIPMENT VERIFY W/ KITCHEN CONSULTANT DRAWINGS. COORDINATE DRAWING LOCATIONS PER PLUMBING DRAWINGS.
2. KITCHEN EQUIPMENT SHOW FOR REFERENCE ONLY FOR MECHANICAL, PLUMBING & ELECTRICAL COORDINATION.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITION IN FIELD PRIOR TO CONSTRUCTION & NOTIFY THE OWNER AND THE ARCHITECTOF ANY DISCREPANCIES.
4. SLOPE FLOOR SLAB @ 1/8" : 12" TOWARD FLR. DRAINS. COORDINATE W/ PLUMBING DRAWINGS FOR DRAIN LOCATION.

KEYED NOTES

1. XXX
2. XXX
3. XXX

WINDOW TYPE

SCALE: 1/4"=1'-0"



HARDWARE

HARDWARE SET #1
2 PAIR BUTTS, HEAVY DUTY
1 EXIT DEVICE
1 CLOSER W/ HOLD OPEN
1 SET FLUSH BOLTS
1 PULL / CUSTOM
1 PUSH / CUSTOM
2 KICK PLATES
1 THRESHOLD
1 SET SILENCERS
1 SET WEATHERSTRIPPINGS
1 DEAD BOLT
1 THRESHOLD

HARDWARE SET #2
EXISTING HARDWARE, TO BE MOVED WITH DOOR.
CHANGE CYLINDER TO "BEST" TO MATCH NEW HARDWARE GROUPS.

HARDWARE SET #3
ALL HARDWARE BY THE STOREFRONT MANUFACTURER. FINISH TO MATCH CLEAR ANODIZED. COMPONENTS TO ALSO INCLUDE CLOSER AND WEATHERSTRIPPING.

HARDWARE SET #4
2 PAIR BUTTS, HEAVY DUTY
1 EXIT DEVICE
1 SET SILENCERS
1 DEAD BOLT

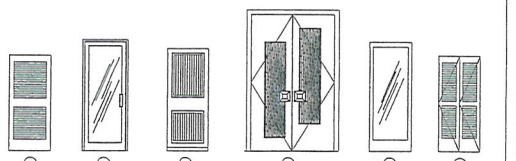
HARDWARE SET #5 / POCKET DOOR
OVERHEAD TRACK
1 SET CARRIER CARS (TRACK WHEELS)
1 CYLINDER W/ HOOKED FRAME CATCH
1 SET WEATHER STRIPPING

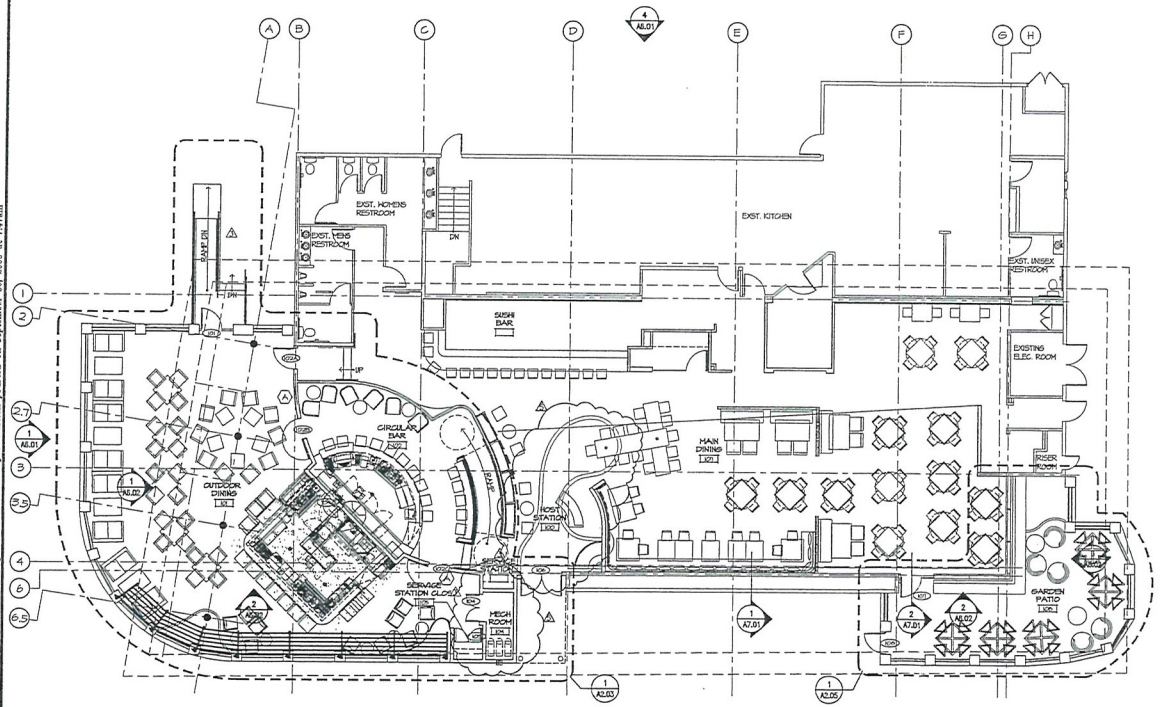
HARDWARE SET #6
1 1/2 PAIR BUTTS, HEAVY DUTY
1 LATCH SET
1 DEAD BOLT
1 SET SILENCERS
1 SET WEATHERSTRIPPINGS
1 THRESHOLD

HARDWARE SET #7
2 PAIR BUTTS, HEAVY DUTY
1 EXIT DEVICE
1 CLOSER W/ HOLD OPEN
1 SET SILENCERS
1 DEAD BOLT

RECEIVED
SEP 24 2009

DOOR TYPES





SUP-36172
11/19/09 PC

1 FLOOR PLAN
SCALE: 1/8"=1'-0"

NORTH

ESTAR ARCHITECTS
ARCHITECTURE•PLANNING•INTERIOR DESIGN
701 BRIDGER AVENUE SUITE 400 LAS VEGAS, NEVADA 89101
TELEPHONE: (702) 878-6000 FAX: (702) 878-8430
www.estararchitects.com

A SHELL REMODEL FOR:
RESTAURANT
1050 S. RAMPART BLVD.
LAS VEGAS, NV 89145

NO.	ISSUE DESCRIPTION	DATE
1	ADDENDUM #1	12.15.04
2	CITY COMMENTS	12.28.04
3	CITY COMMENTS	01.25.05
4	OWNER CHANGE	03.08.05
5	CITY COMMENTS	04.07.05
6	-	-
7	-	-

PROJECT NUMBER: 0408
DRAWN BY: RA
CHECKED BY: RP
DATE: 12-01-04
SCALE: AS NOTED

SHEET NUMBER: A2.01
FLOOR PLAN

CONSTRUCTION DOCUMENTS

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SUP-36172 - APPLICANT/OWNER: G.L. DRAGON, LLC
1050 SOUTH RAMPART BOULEVARD
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



SUP-36172 - APPLICANT/OWNER: G.L. DRAGON, LLC
1050 SOUTH RAMPART BOULEVARD
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

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aceleste@kcnvlaw.com
702.693.4215

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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 18, 2009

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
731 So. Fourth Street
Las Vegas, NV 89101

Re: Justification Letter – G.L. Dragon, LLC
Special Use Permit for Supper Club
APN: 138-32-412-024

To Whom It May Concern:

Please be advised this office represents G.L. Dragon, LLC (the "Applicant"), in the above referenced matter. The Applicant is requesting a special use permit to allow for an approximately 7800 square foot supper club use in an existing commercial center generally located on the northeast corner of Charleston Boulevard and Rampart Boulevard (the "Site").

The Site has been previously approved for a special use permit to allow a supper club use. *See* SUP-5859. Unfortunately, the prior restaurant operation located on the Site has not been in operation for the past six (6) months. As a result of the inactivity at the Site, the special use permit expired.

A supper club use permit is appropriate at the Site for the following reasons: (1) the Site is zoned C-1; (2) the Site is located in the commercial complex known as Boca Park; (3) a supper club is compatible to the various uses in the commercial complex; and (4) the Site is located on two major arterial streets, Charleston Boulevard and Rampart Boulevard, respectively.

For the above mentioned reasons, the Applicant respectfully requests approval for a new special use permit to allow for a supper club use at the Site.

We thank you in advance for your time and consideration of this matter. Should you have any additional questions or concerns, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Anthony J. Celeste

AJC/dmf

SUP-36172
11/19/09 PC

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SEP 24 2009

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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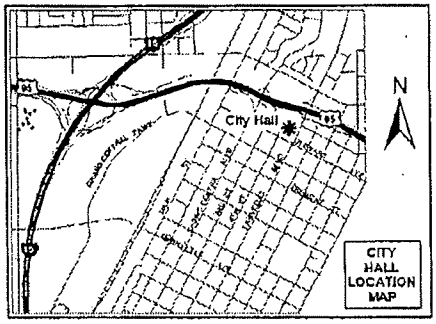
0004279218 DEC04 2009
MAILED FROM ZIP CODE 89101

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-36172
City Council Meeting of 12/16/2009

2009 DEC -7 A 8:15

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CITY CLERK

YEATON HARVEY W & DEBRA A
8629 DESERT BIRD DR
LAS VEGAS NV 89145-4861

APN#13832611052

JAVOS11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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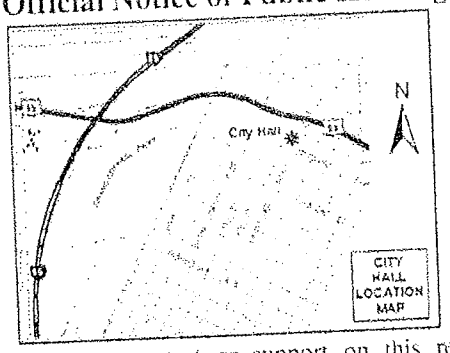
Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

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SUP-36172

City Council Meeting of 12/16/2009

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CITY CLERK
2009 DEC -7 A 8:15

M D J L S PROPERTIES L L C
8710 W CHARLESTON #100
LAS VEGAS NV 89117-5467

APN#1383281801

Dec 07 09 07:50a

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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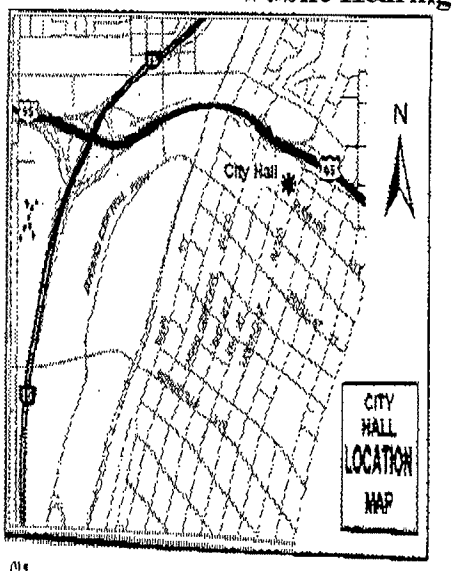

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36172

City Council Meeting of 12/16/2009

HOOGE JOHN L & JUDITH M REV TR
HOOGE JOHN L & JUDITH M TRS
8620 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5708

APN#13832613007

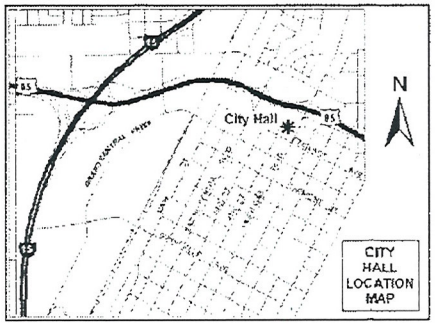
JAV0511 89145

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-36172

Planning Commission Meeting of 11/19/2009

Case: SUP-36172
13832613051
GRILLO FAMILY TRUST
8545 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5702

89145

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NOV - 9 2009

15p

Nov 08 09 07:51a 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

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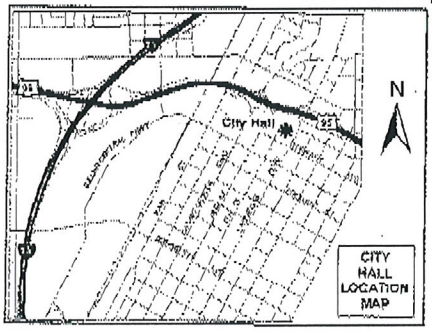

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36172

Planning Commission Meeting of 11/19/2009

Case: SUP-36172

13832614001
GRAF EDWARD JR
123 SAN MIGUEL RD
PASADENA CA 91105-1442

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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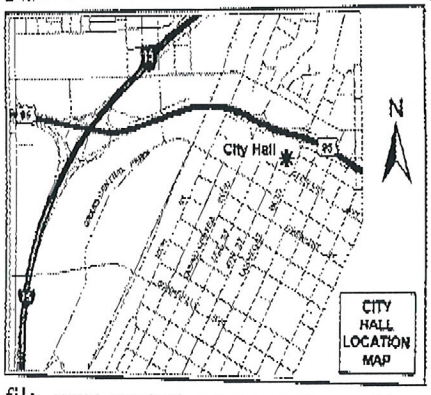
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36172

Planning Commission Meeting of 11/19/2009

13832613007 Case: SUP-36172
HOOGE JOHN L & JUDITH M REV TR
8620 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5708

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NOV - 9 2009

15A

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

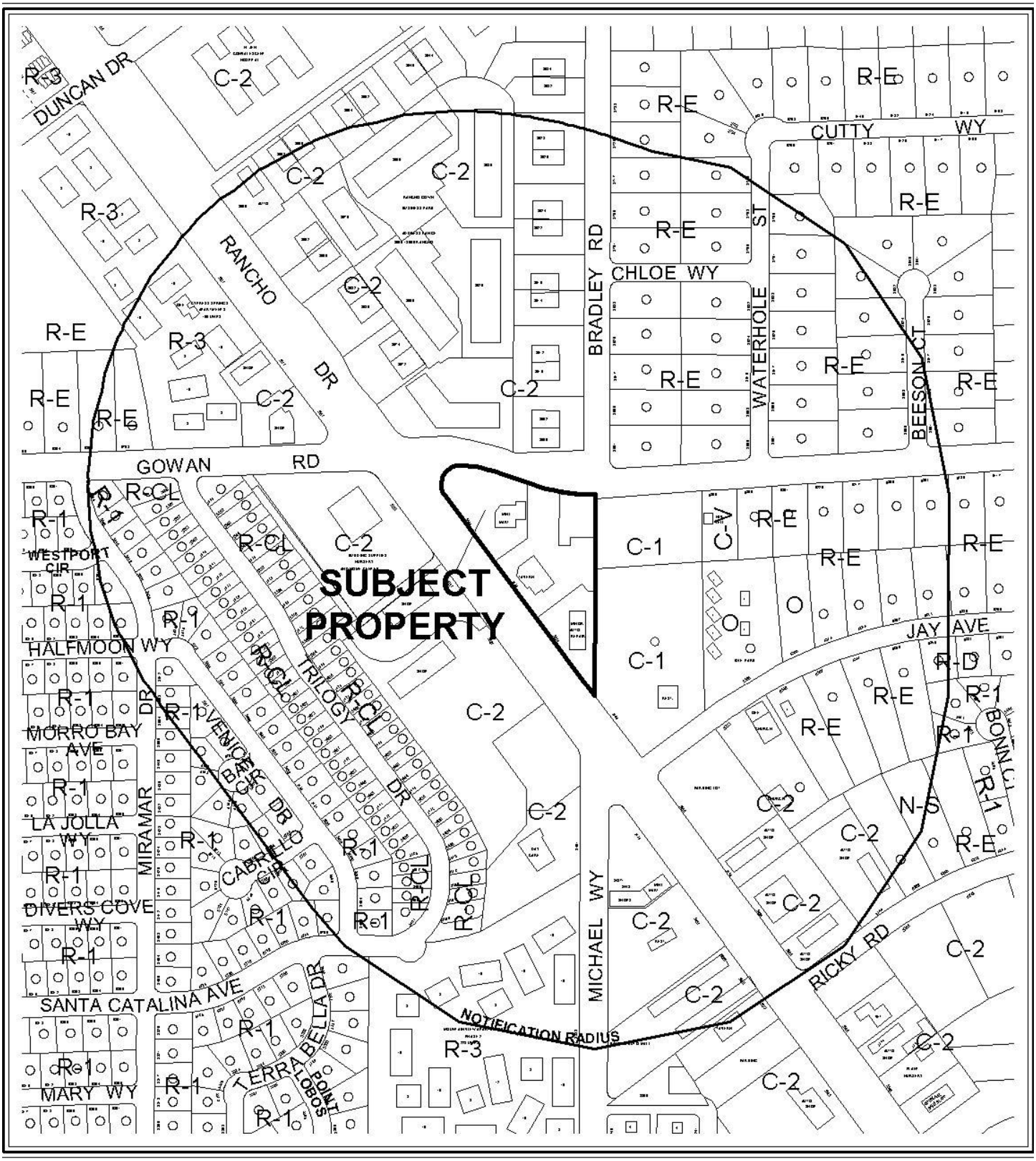
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36241 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUNNY'S II - OWNER: RANCHO DEL MAR, LLC - Request for a Special Use Permit FOR A PROPOSED LIQUIFIED PETROLEUM GAS INSTALLATION (OVER 288 GALLONS) at 3550 North Rancho Drive (APN 138-12-315-006), C-2 (General Commercial) Zone, Ward 6 (Ross). NOTE: (PROPOSED 1,000 GALLON TANK). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards



CASE: **SUP-36241**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 400 800 Feet

CASE: **SUP-36241**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36241 - APPLICANT: FUNNY'S II - OWNER: RANCHO DEL MAR, LLC

** CONDITIONS **

The Planning Commission (5-0-1/ke vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Liquefied Petroleum Gas Installation (Over 288 Gallons) use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a 1,000-gallon Liquefied Petroleum Gas Installation (Over 288 Gallons) at 3550 North Rancho Drive. Currently, the site contains an existing convenience store, fuel pumps, and perimeter landscaping. The applicant is requesting to replace the existing 250 gallon propane tank and dispenser with a new 1,000 gallon unit. The proposed use is compatible with the surrounding area and meets the minimum Special Use Permit requirements for a Liquefied Petroleum Gas Installation (Over 288 Gallons) use; therefore, staff recommends approval of this request. Should the request be denied, the subject site would remain unaltered.

ISSUES

- The applicant had previously been approved for a Special Use Permit (SUP-24772) for a Liquefied Petroleum Gas Installation (Over 288 Gallons), but it was not exercised and expired on 12/05/08.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
03/28/95	The City Council approved a Special Use Permit (U-0030-95) for a Tavern in conjunction with a proposed restaurant; and a request for waivers for the 1,500 foot distance separation required from another tavern and a church.
02/27/96	The City Council approved a Special Use Permit (U-0001-96) to allow the sale of off-premise beer and wine in conjunction with a proposed convenience store. The Board of Zoning Adjustment and Staff recommended approval.
02/27/96	The City Council approved a Special Use Permit (U-0002-96) to allow an automated car wash in conjunction with a lube and tune shop. The Board of Zoning Adjustment and staff recommended approval.
04/01/97	The Board of Zoning Adjustment approved an Extension of Time [U-0002-96(1)] for an approved Special Use Permit (U-0002-96). Staff recommended approval.
04/22/97	A deed was recorded for a change of ownership at 3550 North Rancho Drive.
04/28/97	The City Council approved an Extension of Time [U-0001-96(1)] for an approved Special Use Permit (U-0001-96). Staff had no objection with this request. The Board of Zoning Adjustment recommended approval.

04/02/03	The City Council approved a Rezoning (ZON-1364) from C-2 (General Commercial), R-E (Residence Estates), R-MHP (Residential Mobile/Manufactured Home Park), and U (Undeveloped) to C-2 (General Commercial), C-1 (Limited Commercial), O (Office), C-V (Civic), R-E (Residence Estates), R-1 (Single Family Residential) and U (Undeveloped) to GC (General Commercial), O (Office), PF (Public Facility), ML (Medium-Low Density Residential) and DR (Desert Rural) on property located on, or in close proximity to, both sides of Rancho Drive from Vegas Drive to the northern City limits at Moccasin Road. The Planning Commission and staff recommended approval.
10/01/03	The City Council approved a General Plan Amendment (GPA-2516) to amend portions of the Centennial Hills Sector Plan Map from GC (General Commercial), SC (Service Commercial) and DR (Desert Rural) to GC (General Commercial), O (Office), SC (Service Commercial), PF (Public Facility) and DR (Desert Rural) on property located on both sides (or close proximity) of Rancho Drive from Cheyenne Avenue to Gowan Road. The Planning Commission and staff recommended approval.
12/05/07	The City Council approved a request for a Special Use Permit (SUP-24772) for a proposed Liquefied Petroleum Gas Installation (over 288 gallons) to an existing service station (without automobile repair) located at 3550 North Rancho Drive. The Planning Commission and Staff recommended approval.
04/09/08	A Code Enforcement case (#64327) was processed for someone performing mobile detailing on a commercial property; the citizen was concerned because fluids are draining into the residential area and causing smells in the gutter located at the southwest corner behind the gas station. The case was closed by Code Enforcement on 04/16/08.
11/19/09	The Planning Commission voted 5-0-1/ke to recommend APPROVAL (PC Agenda Item #16/ao).
Related Building Permits/Business Licenses	
08/14/97	A building permit (#97016712) was issued for a convenience store. The permit was completed on 04/28/98.
08/14/97	A building permit (#97016713) was issued for a gas canopy at a convenience store. The permit expired on 10/10/98.
08/14/97	A building permit (#97016714) was issued for on-site improvements. The permit expired on 10/10/98.
10/09/07	A building permit (#142144) was issued for a Liquefied Petroleum Gas tank installation. The permit was never finalized.
06/25/09	A building permit (#142144) was issued for a 250-gallon Liquefied Petroleum Gas tank. The permit was finalized on 06/30/09.
Pre-Application Meeting	
09/25/09	A pre-application meeting was held to discuss the application submittal requirements for a Liquefied Petroleum Gas Installation (Over 288 Gallons).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one conducted.

Field Check	
10/15/09	A field check was carried out by staff with the following observations: • There is an existing gas station and convenience store in operation. • The existing propane tank is surrounded by existing ballards. The installation location is on the north side of this property, outside of the traffic isle and not occupying any existing parking spaces.

Details of Application Request	
Site Area	
Gross Acres	1.00

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store	GC (General Commercial)	C-2 (General Commercial)
North	Office	GC (General Commercial)	C-2 (General Commercial)
South	Tavern	GC (General Commercial)	C-2 (General Commercial)
East			
West	Garden Supply/ Plant Nursery	GC (General Commercial)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Centennial Hills Sector Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (70 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

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	
Service Station (Without Automotive Repair)	3,916 SF	1/250	15	1	28	1	Y
TOTAL			16		29		Y

ANALYSIS

This is a request for a Liquefied Petroleum Gas Installation (Over 288 Gallons) at 3550 North Rancho Drive. According to Title 19, a "Liquefied Petroleum Gas Installation (Over 288 Gallons)" is defined as "a facility or system including tanks, piping or gas equipment (or any combination); that is used or intended to be used for the storage, dispensing or other utilization of liquefied petroleum gas." In the case of this establishment, the proposal is to install a new 1,000-gallon propane tank and dispenser. The subject use is to be located in conjunction with an existing Service Station (Without Automotive Repair) and will be located on the north side of the property. The new 1,000 gallon propane tank and dispenser will have a height of five feet one-inch, a width of three feet six-inches and an overall length of eighteen feet. This tank will be protected by a 12-foot by 26-foot arrangement of eighteen bollards measuring four-feet in height.

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 Liquefied Petroleum Gas Installation (Over 288 Gallons) use. As such, the project complies with all Title 19.04 requirements; therefore, staff recommends approval of this Special Use Permit.

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 use is surrounded by properties that are zoned C-2 (General Commercial) and have a General Plan designation of GC (General Commercial). The installation of a Liquid Petroleum Gas Tank is compatible with the existing and future surrounding land use.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Liquid Petroleum Gas Tank is a compatible accessory use to a Service Station (Without Auto Repair). The placement of the Liquid Petroleum Gas Tank will not obstruct traffic and is physically suitable.

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."**

   This property has driveway access from Rancho Drive, a 120-foot Primary Arterial and Gowan Road, a 60-foot Collector, as designated by the Master Plan of Streets and Highways. Access is adequate in size to meet the requirements of 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 the Special Use Permit will not compromise the overall health, safety and public welfare. This development is consistent with the objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   This use meets all applicable conditions per Title 19.04.

PLANNING COMMISSION ACTION

There was one speaker in opposition of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 223 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 3550 N. Rancho Drive

Project Name Funny's II **Proposed Use** Propane

Assessor's Parcel #(s) 138-12-315-006 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Rancho Del Mar LLC **Contact** Steve Funston

Address 7065 W. Ann Rd. #130 & #662 **Phone:** 285-1087 **Fax:** 658-3653

City Las Vegas **State** NV **Zip** 89130

E-mail Address funnys2@embarqmail.com

APPLICANT Funny's II **Contact** Steve Funston

Address 3550 N. Rancho Dr. **Phone:** 285-1087 **Fax:** 658-3653

City Las Vegas **State** NV **Zip** 89130

E-mail Address funnys2@embarqmail.com

REPRESENTATIVE Haycock Petroleum **Contact** Melbia Nielson

Address 715 W. Bonanza Rd. **Phone:** 271-0438 **Fax:** 920-8381

City Las Vegas **State** NV **Zip** 89120

E-mail Address mnielson@hpc.bz

Property Owner Signature* Steven L. Funston

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steven L. Funston

Subscribed and sworn before me

This 8 day of September, 20 09.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DENISE ELLIS
No: 08-7585-1
My Appointment Expires July 30, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-36241
Meeting Date:	11-19-09
Total Fee:	1030
Date Received:*	10-1-09
Received By:	F.S

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36241** APN: _____

Name of Property Owner: Rancho Del Mar LLC

Name of Applicant: Funny's II

Name of Representative: Melbia Nielson

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: Steven L. Frantz

Print Name: Steven L. Frantz

Subscribed and sworn before me

This 23 day of Sept, 2009

Sarah R. Bonas

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SARAH R. BONAS
No 07-5300-1
My Appointment Expires Aug 10, 2011

PROJECT DATA:

ADDRESS: 3550 N RANCHO RD
(CORNER OF GOWAN AND RANCHO)
LAS VEGAS, NV 89130
APN: 13812315006
JURISDICTION: CITY OF LAS VEGAS
ZONING: GENERAL COMMERCIAL DIST C-2 (CURRENT)

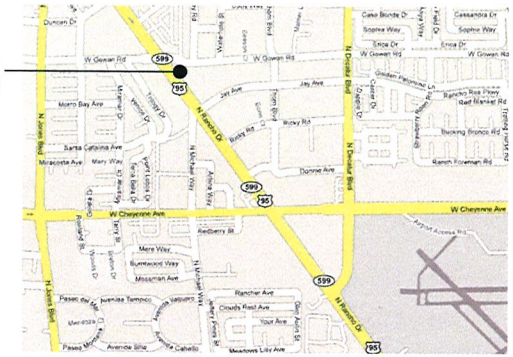
SCOPE OF WORK ENTAILS INSTALLATION OF PREFAB LPG STORAGE TANK, DISPENSING STATION, AND PIPE BOLLARDS, AT EXISTING "FUNNY'S" CONVENIENCE STORE.

INSTALLATION OF TANKS AND DISPENSING ITEMS SHALL CONFORM TO ALL LOCAL CODES AND ORDINANCES INCLUDING (BUT NOT LIMITED TO) THE LIQUIFIED PETROLEUM GAS CODE.

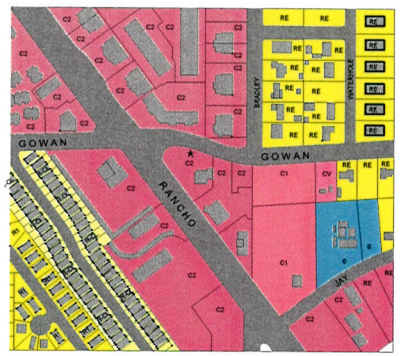
LPG CONTACT:
HAYCOCK PETROLEUM
PO BOX 340
LAS VEGAS, NV
PHONE: (702) 635-3825
FAX: (702) 644-0377
EMAIL: MORR@HPC.BZ
ATTN: MARK ORR

SITE PLAN PREPARED BY:
KENNETH CHOW
PO BOX 36315
LAS VEGAS, NV, 89133
PHONE: (702) 580-9391
FAX: (702) 629-5420
EMAIL: KEN@LINEWERKS.LVCOXMAIL.COM
ATTN: KENNETH CHOW

PROJECT LOCATION



VICINITY MAP



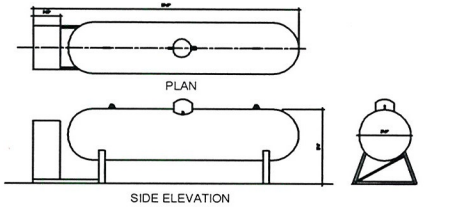
★ PROJECT LOCATION
1000 GALLON LPG VESSEL

- C-1
- C-2
- C-V
- RE / R1
- R-CL
- O (OFFICE)

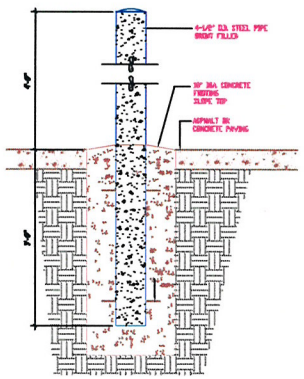
CURRENT ZONING



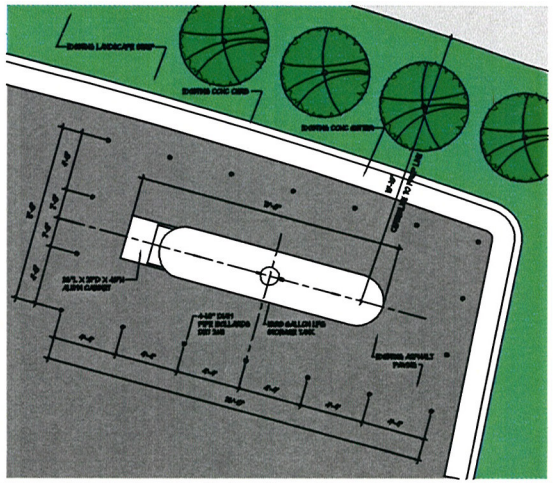
1000 GALLON VESSEL



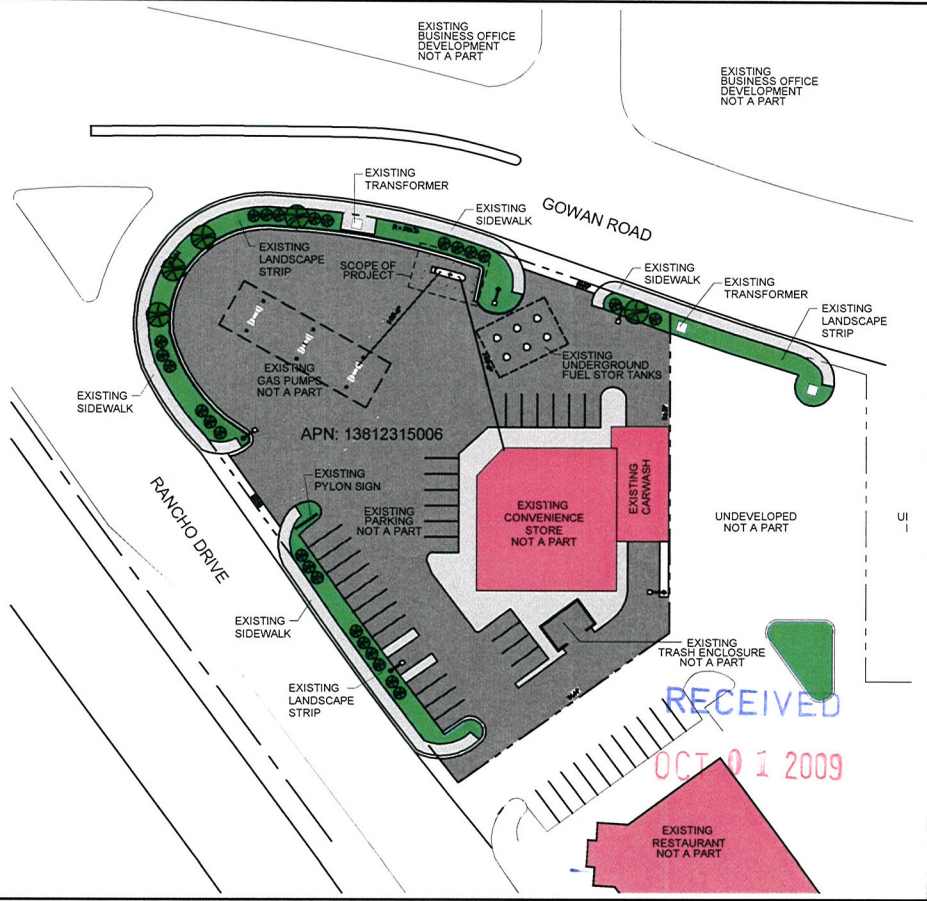
LPG STORAGE TANK



PIPE BOLLARD — 2 / A1



ENLARGED PLAN — 1 / A1



ARCHITECTURAL SITE PLAN — A / A1

RECEIVED
OCT 01 2009

KENNETH CH W
ARCHITECT
PO BOX 36315 LAS VEGAS NEVADA 89133
PHONE: (702) 629-5412

Copyright © 2009 Kenneth Chow

SITE PLAN, MISC DETAILS

LPG DISPENSING STATION
3550 N RANCHO ROAD (FUNNY'S)
LAS VEGAS, NV 89130

REVISIONS

DATE: 21 JUNE 2009

SHEET No: A1 OF SHTS

SUP-36241
11/19/09 PC



SUP-36241 - APPLICANT: FUNNY'S II - OWNER: RANCHO DEL MAR, LLC
3550 NORTH RANCHO DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09



SUP-36241 - APPLICANT: FUNNY'S II - OWNER: RANCHO DEL MAR, LLC
3550 NORTH RANCHO DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

Haycock
PETROLEUM

November 28, 2009

City of Las Vegas
Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

To Whom It May Concern:

We are applying for a Special Use Permit to install a 1000 gallon Propane Tank and Dispenser at 4747 N. Rancho Dr., Las Vegas, NV 89130. The site currently has a 250 gallon Propane Tank and Dispenser.

Our customer, Funny's I, has requested the larger tank to better meet their growing needs. Their current propane tank has to be re-filled daily. We are proposing to switch out the smaller tank for the larger one thus cutting down on the re-fill delivery frequency of our Bulk Propane Truck.

We have been the propane supplier for this company for several years. The propane at this location is sold by re-filling BBQ tanks, forklift tanks and heat tanks for their customers.

The site for the propane tank was built to accommodate a 1000 gallon tank. However, the proper permitting to install a tank of this size had not been submitted and followed thru with. We would now like to submit this request for approval to better serve our customer.

Haycock Petroleum Company operates in complete compliance with NRS 590.465 to 590.645. The Nevada LP Gas Board is aware of our intentions for this location and we have their approval if allowed to move forward.

Thank you for your time.

Sincerely,

Melbia Nielson

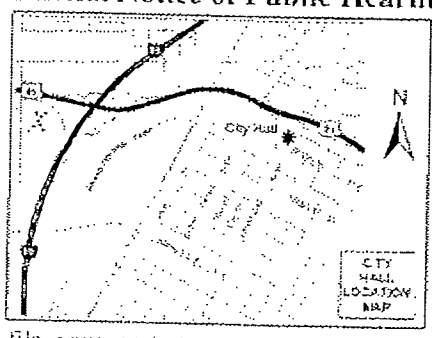
Melbia Nielson
Account Executive
Haycock Petroleum Co.

RECEIVED
OCT 16 2009

SUP-36241
REVISED
11/19/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36241

City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 DEC 04 2009
MAILED FROM ZIP CODE 89101

702 366 9413

BARTSAS REALTY

2009 DEC -8 A 11:49

RECEIVED CITY CLERK

BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#13812301016

JAVDS11 89106

001/001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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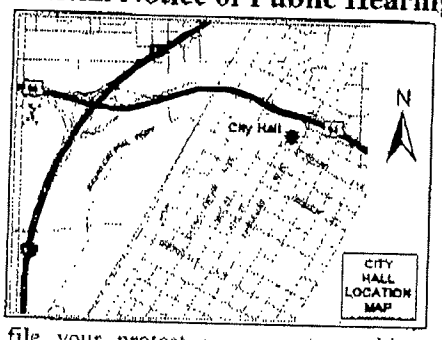
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36241

City Council Meeting of 12/16/2009

THOMAS ANTHONY
3452 TRILOGY DR
LAS VEGAS NV 89108-4780

APN#13812314023

JA0031 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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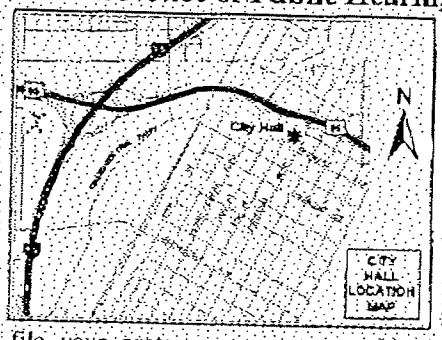
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36241
City Council Meeting of 12/16/2009

STANTON FAMILY TRUST
STANTON JOHN H & DONNA M TRS
5209 W GOWAN RD
LAS VEGAS NV 89130-3118

APN#13812710007

JA4D511 89130

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 16, 2009

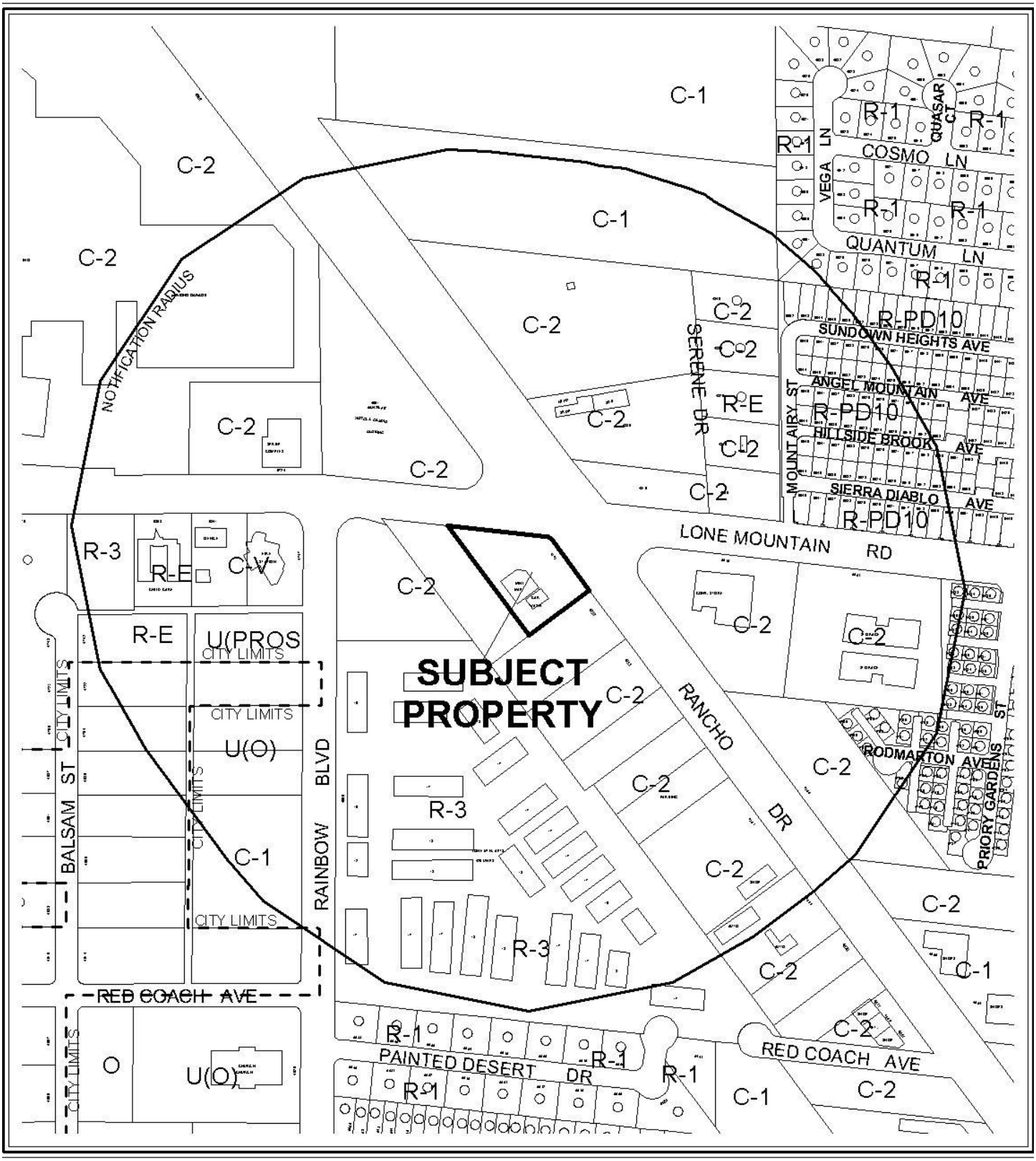
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36243 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUNNY'S I - OWNER: JAK PROPERTIES, LLC - Request for a Special Use Permit FOR A PROPOSED LIQUIFIED PETROLEUM GAS INSTALLATION (OVER 288 GALLONS) at 4747 North Rancho Drive (APN 138-02-101-003), C-2 (General Commercial) Zone, Ward 6 (Ross). (NOTE: PROPOSED 1,000 GALLON TANK). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

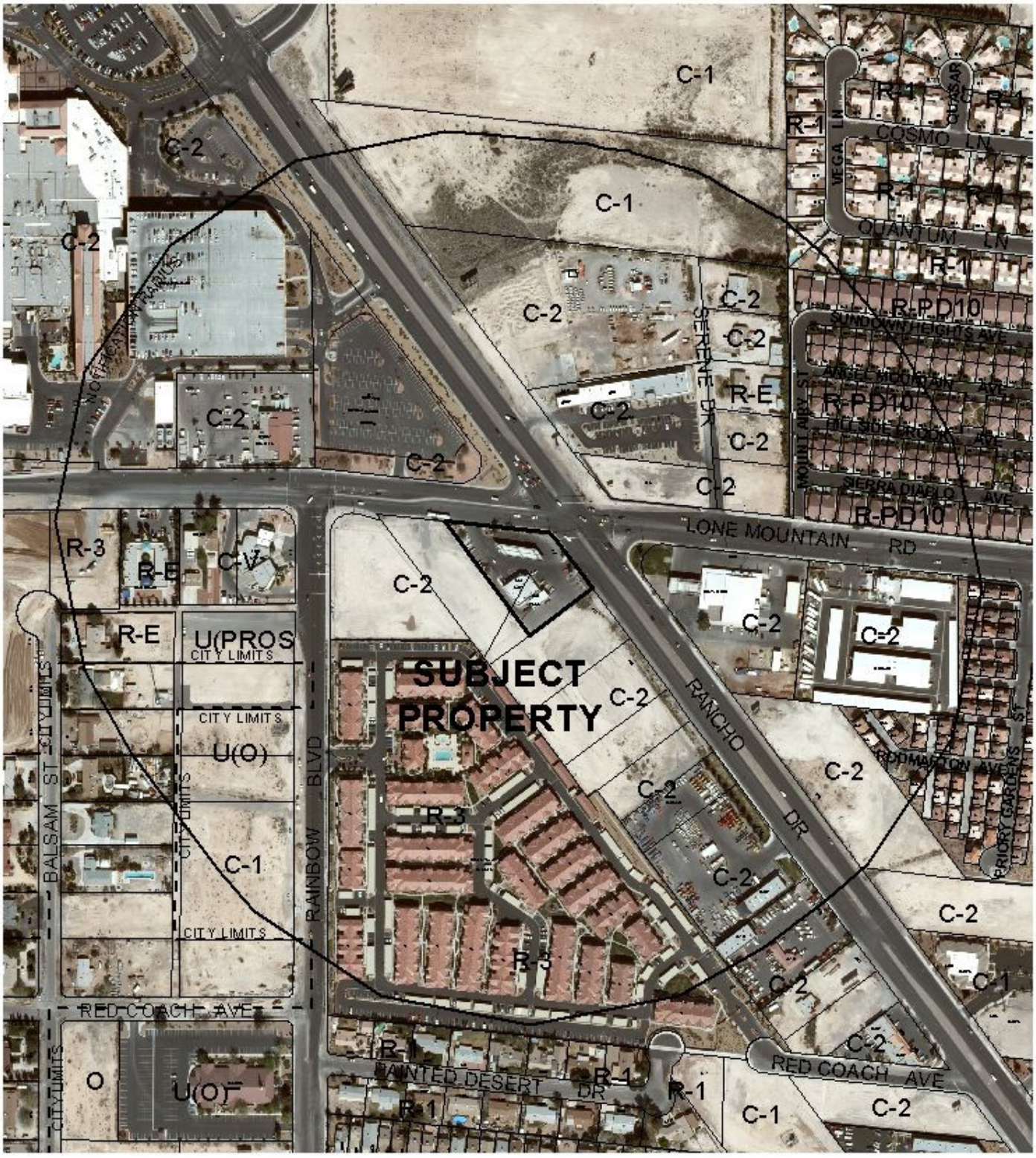
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the November 19, 2009 Planning Commission Meeting Item 17



CASE: **SUP-36243**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-36243**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: DECEMBER 16, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36243 - APPLICANT: FUNNY'S I - OWNER: JAK PROPERTIES, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Site landscaping shall comply with the landscape plan stamped 02/21/95, as approved by Special Use Permit (U-0025-94).

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Petroleum Gas Installation (Over 288 Gallons) use.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Liquefied Petroleum Gas Installation (Over 288 Gallons) at 4747 North Rancho Drive. Currently, the site contains an existing convenience store, and fuel pumps, and perimeter landscaping. There is an existing above-ground LPG (Liquefied Petroleum Gas) storage tank on the subject site. The applicant is requesting to replace the existing 250-gallon propane tank and dispenser with a new 1,000-gallon unit. The proposed use is compatible with the surrounding area and meets the minimum Special Use Permit requirements for a Liquefied Petroleum Gas Installation (Over 288 Gallons) use; therefore, staff recommends approval of this request. Should the request be denied, the subject site would remain unaltered.

ISSUES

- Existing landscaping does not comply with landscaping plans previously approved by Special Use Permit (U-0025-94). A condition has been added to require compliance.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
02/22/94	The City Council approved a Special Use Permit (U-0025-94) to allow the Sale of Package Liquor within a proposed convenience store; and to allow an automatic car wash facility. The Board of Zoning Adjustment and Staff recommended approval.
04/02/03	The City Council approved a request General Plan Amendment (GPA-1363) to amend portions of the Centennial Hills Sector Plan and the Southwest Sector Map FROM: GC (General Commercial), SC (Service Commercial) and DR (Desert Rural) TO: GC (General Commercial), O (Office), PF (Public Facility), ML (Medium-Low Density Residential) and DR (Desert Rural) on property located on, or in close proximity to, both sides of Rancho Drive from Vegas Drive to the northern City limits at Moccasin Road.
11/19/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #17/ao).
Related Building Permits/Business Licenses	
10/10/94	A building permit (#94351360) was issued for onsite improvements. The permit was completed 03/10/95.
10/10/94	A building permit (#94351361) was issued for convenience store occupancy. The permit was completed 07/10/95.
10/10/94	A building permit (#94351362) was issued for a carwash. The permit was completed 03/10/95.
10/11/94	A building permit (#94351479) was issued for a convenience. The permit was completed 03/08/95.

10/26/94	A building permit (#94353737) was issued for a new fuel system. The permit expired on 09/23/95.
11/17/94	A building permit (#94357150) was issued for a gasoline system. The permit was completed 03/08/95.
Pre-Application Meeting	
09/25/09	A pre-application meeting was held to discuss the application submittal requirements for a Liquefied Petroleum Gas Installation (Over 288 Gallons).
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	

Field Check	
10/15/09	A field check was carried out by staff with the following observations: • There is an existing gas station and convenience store in operation. • The existing propane tank is surrounded by ballards. The installation is located on the north side of this property, outside of the traffic isle along the west property line.

Details of Application Request	
Site Area	
Gross Acres	1.25

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Convenience Store	GC (General Commercial)	C-2 (General Commercial)
North	Parking Lot	SC (Service Commercial)	C-2 (General Commercial)
South	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
East	Convenience Store	GC (General Commercial)	C-1 (Limited Commercial)
West	Undeveloped	GC (General Commercial)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Centennial Hills Sector Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Location	*Current Title 19 Standards*	*Approved By U-0025-94*	*Existing*	*Compliance By Condition*
Rancho Road – east perimeter landscaping	- A minimum buffer zone depth-adjacent to the Right-Of-Way is 15 Feet. - There shall be a minimum 24-inch box evergreen or deciduous shade tree 1 per 30 linear feet. - Shrubs are required in all buffer areas with a minimum of four 5-gallon shrubs for each tree. - The landscape islands and landscape buffer shall include a two-inch layer of ground cover or rock mulch. - The landscaping areas shall be irrigated in accordance with LVMC 19.12.030(F)	Five trees and 39 shrubs	Six shrubs and existing concrete drainage	By Condition
Lone Mountain Road – north perimeter landscaping		11 trees and 38 shrubs	One tree and 10 shrubs	By Condition
West perimeter landscaping		Perimeter landscaping Four trees and 26 shrubs	One tree and three shrubs	By Condition
South perimeter landscaping		No Landscaping	No Existing	Y
Total Landscaping		20 trees and 103 shrubs	Two trees and 19 shrubs	By Condition

Parking Requirement							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Service Station (Without Automotive Repair)	5,264 SF	1/250	20	1	20	1	Y
TOTAL			21		21		

ANALYSIS

This is a request for a Liquefied Petroleum Gas Installation (Over 288 Gallons) at 4747 North Rancho Drive. According to Title 19, a "Liquefied Petroleum Gas Installation (Over 288 Gallons)" is defined as "a facility or system including tanks, piping or gas equipment (or any combination); that is used or intended to be used for the storage, dispensing or other utilization of liquefied petroleum gas." In the case of this establishment, the proposal is to install a new 1,000-gallon propane tank and dispenser. The subject use is to be located in conjunction with an existing Service Station (Without Automotive Repair) and will be located on the north side of the property. The new 1,000 gallon propane tank and dispenser will have a height of five feet one-inch, a width of three feet six-inches and an overall length of eighteen feet. This tank will be protected on two sides by a 12-foot by 14-foot arrangement of eight bollards measuring four-feet in height.

Overall, the subject site does not have all the required landscaping as shown on the approved landscaping plans date stamped 02/21/95; as such, a condition has been added to have all landscaping comply with the approved plan.

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 Liquefied Petroleum Gas Installation (Over 288 Gallons) use. As such, the project complies with all Title 19.04 requirements; therefore, staff recommends approval of this Special Use Permit.

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 site is physically suitable for that type and intensity of the proposed use.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Liquid Petroleum Gas Tank is a compatible accessory use to a Service Station (Without Auto Repair). The placement of the Liquid Petroleum Gas Tank will not obstruct traffic and is physically suitable.

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."**

   This property has driveway access from both Rancho Drive, a 120-foot Primary Arterial, and Lone Mountain Road, a 100-foot Major Street, as designated by the Master Plan of streets and Highways. Access is adequate in size to meet the requirements of 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 the Special Use Permit will not compromise to the overall health, safety and public welfare. This development is consistent with the objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   This use meets all applicable conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 132 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 4747 N. Rancho Drive

Project Name Funny's I **Proposed Use** Propane

Assessor's Parcel #(s) 138-02-101-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER JAK Properties LLC **Contact** Jody Crotts

Address 4747 N. Rancho Dr. **Phone:** 355-3257 **Fax:** 658-5314

City Las Vegas **State** NV **Zip** 89130

E-mail Address JDCrotts@cox.net

APPLICANT Funny's I **Contact** Jody Crotts

Address 4747 N. Rancho Dr. **Phone:** 355-3257 **Fax:** 658-5314

City Las Vegas **State** NV **Zip** 89130

E-mail Address JDCrotts@cox.net

REPRESENTATIVE Haycock Petroleum **Contact** Melbia Nielson

Address 715 W. Bonanza Rd. **Phone:** 271-0438 **Fax:** 920-8381

City Las Vegas **State** NV **Zip** 89120

E-mail Address mnielson@hpc.bz

Property Owner Signature* Jody R Crotts

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JODY R CROTTS

Subscribed and sworn before me

This 8th day of September, 2009.

Pam Goddard

Notary Public in and for said County and State

PAM GODDARD
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 09-9485-1
MY APPT. EXPIRES MARCH 02, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-36243
Meeting Date:	11-19-09
Total Fee:	1030
Date Received:*	10-1-09
Received By:	F.S.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36243** APN: _____

Name of Property Owner: JAK Properties LLC

Name of Applicant: Funny's I

Name of Representative: Melbia Nielson

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: Jody Crotts

Print Name: Jody Crotts

Subscribed and sworn before me

This 24 day of September, 2009

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

PROJECT DATA:

ADDRESS: 4747 N RANCHO ROAD
(CORNER OF LONE MOUNTAIN ROAD AND RANCHO)
LAS VEGAS, NV 89108

APN: 13802101003

JURISDICTION: CITY OF LAS VEGAS

ZONING: GENERAL COMMERCIAL DIST C-2 (CURRENT)

SCOPE OF WORK ENTAILS REPLACING EXISTING 250 GALLON LPG DISPENSING SYSTEM WITH 1000 GALLON LPG DISPENSING SYSTEM. SYSTEMS INCLUDE PREFABRICATED LPG STORAGE VESSEL (TANK), DISPENSING STATION, AND PIPE BOLLARDS AT EXISTING CONVENIENCE STORE / GAS STATION.

INSTALLATION OF TANKS AND DISPENSING ITEMS SHALL CONFORM TO ALL LOCAL CODES AND ORDINANCES INCLUDING (BUT NOT LIMITED TO) THE LIQUIFIED PETROLEUM GAS CODE.

LPG CONTACT:

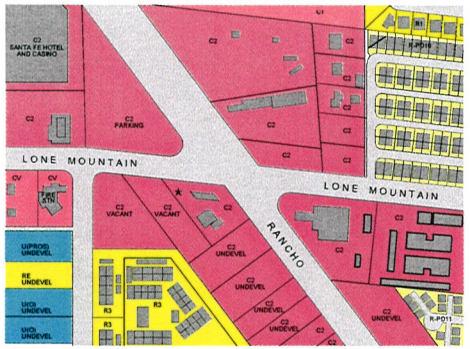
HAYCOCK PETROLEUM
PO BOX 340
LAS VEGAS, NV
PHONE: (702) 635-3825
FAX: (702) 644-0377
EMAIL: MORR@HPC.BZ
ATTN: MARK ORR

ARCHITECTURE:

KENNETH CHOW
PO BOX 36315
LAS VEGAS, NV, 89133
PHONE: (702) 580-9391
FAX: (702) 629-5420
EMAIL: KEN@LINEWERKS.LVCOXMAIL.COM
ATTN: KENNETH CHOW



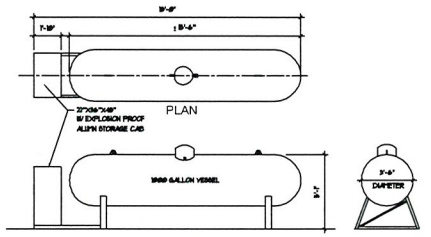
VICINITY MAP



CURRENT ZONING

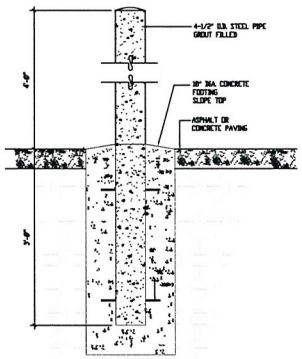


1000 GALLON VESSEL

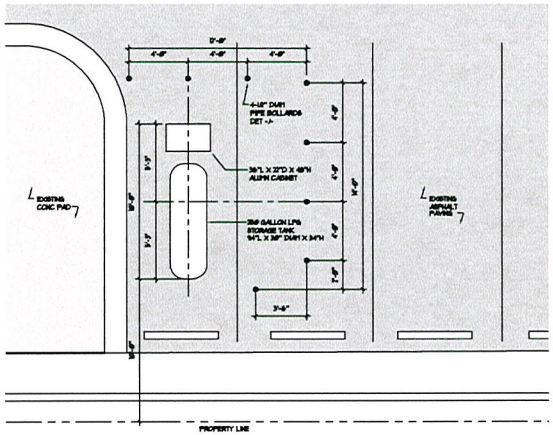


LPG STORAGE TANK (VESSEL)
SCALE: 1/4" = 1'-0"

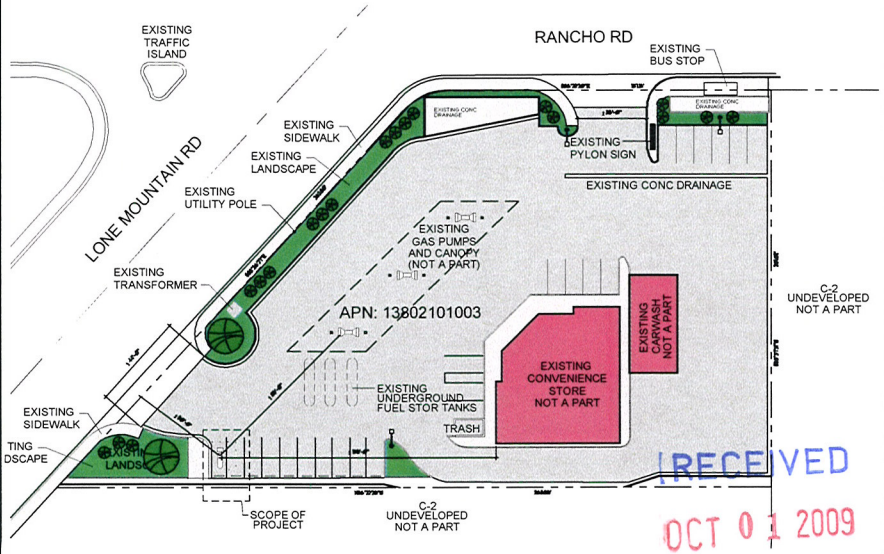




PIPE BOLLARD
2
DO NOT SCALE
A1



ENLARGED PLAN
GRAPHIC SCALE 1/4" = 1'-0"
1
A1



ARCHITECTURAL SITE PLAN

RECEIVED
OCT 01 2009

SUP-36243
11/19/09 PC

ARCHITECT
KENNETH CHOW
PO BOX 36315 LAS VEGAS NEVADA 89133
PHONE: (702) 629-5412

SITE PLAN, MISC DETAILS

LPG DISPENSING STATION
4747 N RANCHO ROAD (FUNNY'S)
LAS VEGAS, NV 89108

REVISIONS

DATE: SEPT 10, 2009

SHEET No: A1

OF SHTS



SUP-36243 - APPLICANT: FUNNY'S II - OWNER: JAK PROPERTIES, LLC
4747 NORTH RANCHO DRIVE
NOVEMBER 19, 2009 PLANNING COMMISSION

10/15/09

Haycock
PETROLEUM

November 28, 2009

City of Las Vegas
Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

To Whom It May Concern:

We are applying for a Special Use Permit to install a 1000 gallon Propane Tank and Dispenser at 3550 N. Rancho Dr., Las Vegas, NV 89130. The site currently has a 250 gallon Propane Tank and Dispenser.

Our customer, Funny's II, has requested the larger tank to better meet their growing needs. Their current propane tank has to be re-filled daily. We are proposing to switch out the smaller tank for the larger one thus cutting down on the re-fill delivery frequency of our Bulk Propane Truck.

We have been the propane supplier for this company for several years. The propane at this location is sold by re-filling BBQ tanks, forklift tanks and heat tanks for their customers.

The site for the propane tank was built to accommodate a 1000 gallon tank. However, the proper permitting to install a tank of this size had not been submitted and followed thru with. We would now like to submit this request for approval to better serve our customer.

Haycock Petroleum Company operates in complete compliance with NRS 590.465 to 590.645. The Nevada LP Gas Board is aware of our intentions for this location and we have their approval if allowed to move forward.

Thank you for your time.

Sincerely,

Melbia Nielson

Melbia Nielson
Account Executive
Haycock Petroleum Co.

RECEIVED
OCT 16 2009

SUP-36243
REVISED
11/19/09 PC

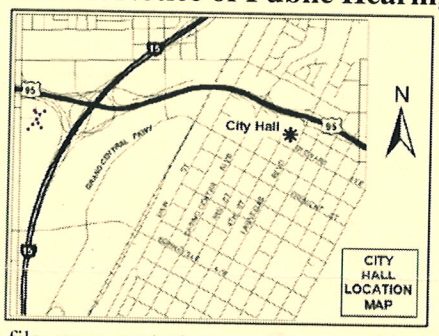
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
DEC 04 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2009 DEC -8 A 10:55

Return Service Requested
Official Notice of Public Hearing



If you wish to 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-36243

City Council Meeting of 12/16/2009

WEIDNER SCOTT A & MARY ANN
6537 HILLSIDE BROOK AVE
LAS VEGAS NV 89130-1862

APN#12535415023

JAV0511 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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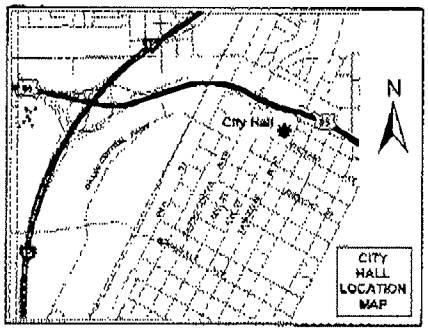
MAILED FROM ZIP CODE 89101

2009 DEC -7 P 2:35
RECEIVED CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36243
City Council Meeting of 12/16/2009

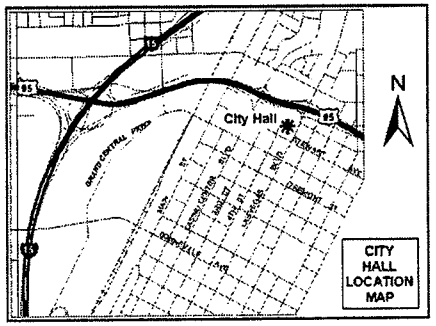
ASHJIAN DEVELOPMENT L L C
4515 BALSAM
LAS VEGAS NV 89108-5701

APN#13803501012

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-36243

Planning Commission Meeting of 11/19/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

RECEIVED
NOV 17 2009

Case: SUP-36243

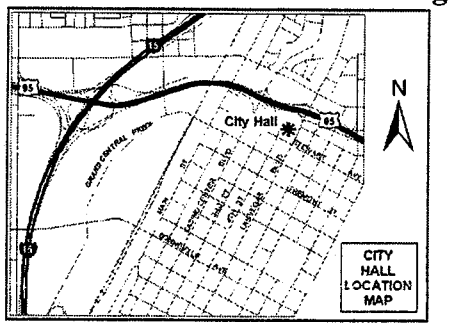
12535415029
ANDERSON 1997 TRUST
5215 CHIEFTAIN ST
LAS VEGAS NV 89149-2421

IAVDS11 89149

Submitted after final agenda
Date
Item 17P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36243

Planning Commission Meeting of 11/19/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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MAILED FROM ZIP CODE 89101

Case: SUP-36243
12535415023
WEIDNER SCOTT A & MARY ANN
6537 HILLSIDE BROOK AVE
LAS VEGAS NV 89130-1862

RECEIVED
NOV 17 2009

IAVDS11 89130

Submitted after final agenda
Date Item 171

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 16, 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 16, 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.: **87.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 16, 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