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.

January 20, 2010

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – DOCTOR PASTOR ANNE JONES, LIFE CHRISTIAN CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE SENIOR OF THE QUARTER
7. RECOGNITION OF THE EMPLOYEE OF THE MONTH
8. RECOGNITION OF WARD 3'S WORK WITH THE METROPOLITAN POLICE DOWNTOWN AREA COMMAND

BUSINESS ITEMS - MORNING

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

10. Approval of the Final Minutes by reference of the regular City Council meeting of December 16, 2009

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

11. Approval of an Interlocal Contract with Clark County for the FY2009 Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program Project Number 97067U09 in the amount of $573,973 - All Wards

12. Approval of an Interlocal Contract with Clark County for the FY2009 Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program Project Number 97067U09 in the amount of $291,595 - All Wards

FIELD OPERATIONS - CONSENT

13. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to allow NV Energy access to the site for electrical systems needs associated with the Symphony Park Off-Site Electrical Conduit System located at 500 South Main, APNs 139-34-201-009 and -019 - Ward 3 (Reese)

14. Approval of a Distribution Encroachment Agreement between the City of Las Vegas and Nevada Power Company d/b/a NV Energy allowing the City of Las Vegas to construct improvements within the location of the previously granted NV Energy Grant of Easement associated with the Symphony Park Off-Site Electrical Conduit System, located at 500 South Main Street, APNs 139-34-201-009 and -019 - Ward 3 (Reese)

15. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to allow NV Energy access to the site for electrical systems needs located in the vicinity of Durango Drive and Tropical Parkway, APN 125-29-601-023 - Ward 6 (Ross)

16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to cancel and supersede the Recorded Right-of-Entries previously on record and continue to allow NV Energy access to the site for electrical systems needs located in the vicinity of Washington Avenue and Rancho Drive, known as Lorenzi Park, APN 139-29-301-003 - Ward 5 (Barlow)

17. Approval of a Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc., for the construction of a fire station located at Del Webb Boulevard and Sundial Drive, APN 138-17-310-001 - Ward 4 (Anthony)

18. Approval of a Maintenance Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc., for property located at Del Webb Boulevard, Sundial Drive and Cheyenne Road - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of Change of Business Name and Change of Ownership for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Ramirez & Valdez, dba El Ausente Mexican Restaurant, To: El Ausente Restaurant LLC, dba El Ausente Restaurant, 2536 Fremont Street, Victor Ramirez, Mgr, 50% and Andres Valdez, Mgr, 50% - Ward 3 (Reese)

21. Approval of a Change of Ownership for Beer/Wine/Cooler On-sale License, Juan Manuel Moreno Lepe, dba El Chamizal, 1054 North Rancho Drive, From: Juan Manuel Moreno Lepe, Owner, 100%, To: Juan Manuel Moreno Lepe, Owner 50% and Maria Luna-Villa, Owner, 50% - Ward 5 (Barlow)

22. Approval of a Change of Business Name and Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From T & C Ventures, Inc., dba Timbers 7, To: Joey's, Inc., dba Joey's, 7081 West Craig Road, Joey E. Johnson, Pres, Secy, Treas, Shareholder, 50% and Tousif M. Pasha, Dir, Shareholder, 50% - Ward 4 (Anthony)

23. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Joey's, Inc., dba Joey's, 7081 West Craig Road, Joey E. Johnson, Pres, Secy, Treas, Shareholder, 50% and Tousif M. Pasha, Dir, Shareholder, 50% - Ward 4 (Anthony)

24. Approval of a Change of Ownership for a Tavern License subject to the provisions of the fire code and Health Dept. regulations, From: BD Star, Inc., To: Three Mesquites, LLC, dba Shotz, 4601 West Sahara Avenue, Suite W, Alan E. Larosee, Mgr, 45% and Wolfe E. Rudman, Mmbr, 55% - Ward 1 (Tarkanian)

25. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Three Mesquites, LLC, dba Shotz, 4601 West Sahara Avenue, Suite W, Alan E. Larosee, Mgr, 45% and Wolfe E. Rudman, Mmbr, 55% - Ward 1 (Tarkanian)

26. Approval of a new Beer/Wine/Cooler On-sale License, KNW, Inc., Sushi Avenue 2 & Oyster Bar, 4949 North Rancho Drive, Kang In Yi, Pres, Secy, Treas, Dir, 100% - Ward 6 (Ross)

27. Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Hypnotherapy License, From: Janet Linda Lactaoen, dba Janet Linda Lactaoen, 800 North Rainbow Boulevard, Suite 170, To: Janet Linda Lactaoen, dba Sunrise Hypnosis, 800 North Rainbow Boulevard, Suite 171, Janet L. Lactaoen, Ptnr, 50% and Roger Wolf, Ptnr, 50% - Ward 1 (Tarkanian)

28. Approval of a Change of Business Name for a Massage Establishment License, Tri-Source Inc., dba From: Solis Salon, To: Solis Salon and Body Care, 2227 South Rainbow Boulevard, Melody Liddle, Owner, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

29. Approval of award of Amendment No. 1 to Agreement No. 050672-DD, Engineering Design Services Agreement with CH2M Hill for RTC Interlocal Contract #482 - Bus Turnout Project FY 2005 Within Charleston Boulevard from Nellis Boulevard to Fremont Street - Department of Public Works - Award recommended to: CH2M HILL, INC. ($85,070 - Road and Flood Capital Projects Fund) - Ward 3 (Reese)

30. Approval of award of Amendment No. 3 to Agreement No. 06.11549, Engineering Design Services Agreement for Martin Luther King Boulevard Widening: Alta Drive to Carey Avenue Project - Department of Public Works - Award recommended to: VTN NEVADA ($309,067 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

31. Approval of award of Task Order Agreement No. 100047-LD, Supervisory Control and Data Acquisition Integration Services (SCADA) for the Water Pollution Control Facility (WPCF) located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING, INC. (Not to Exceed $2,500,000 - Sanitation Enterprise Fund) - County

NEIGHBORHOOD SERVICES - CONSENT

32. Approval to allocate $92,726 in State grant funds to the Parents As Learning Support (PALS) Program for 19 City of Las Vegas elementary schools to implement programs to increase parent involvement in education and $25,914 to be utilized for alternative parental engagement programs - All Wards

33. Approval to allocate $2,770,389 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) and HOME/Low Income Housing Trust Funds (LIHTF) to Cloudbreak Las Vegas, LLC, Community Development Programs Center of Nevada, Habitat for Humanity and Nevada H.A.N.D. Inc. for affordable housing projects targeted for low-income seniors and special needs - All Wards

34. Approval of an interlocal funding agreement between the City of Las Vegas and Clark County as the lead member of the Southern Nevada Neighborhood Stabilization Program 2 (NSP2) Consortium for the purpose of obtaining and administering the NSP2 funds allocated for the City of Las Vegas – All Wards

PLANNING & DEVELOPMENT - CONSENT

35. Approval of the Funding Agreement with identified projects for the 2009 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of $40,000 (Multi-Purpose Special Revenue Fund)

PUBLIC WORKS - CONSENT

36. Approval of Fourth Supplemental Interlocal Contract LAS22C06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to February 24, 2010 for the Las Vegas Wash Elkhorn, Rainbow Boulevard to Torrey Pines Drive - Ward 6 (Ross)

37. Approval of Second Supplemental Interlocal Contract LAS24E07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for the Gowan Outfall - Lone Mountain Branch (Rancho Drive to Decatur Boulevard) - Ward 6 (Ross)

38. Approval of Eighth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for the Las Vegas Wash - Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) - Ward 5 (Barlow)

39. Approval of a Rule 9 Line Extension Agreement between the City of Las Vegas and Nevada Power Company d/b/a NV Energy for the extension of existing power facilities to provide power for the Bonanza Trail Phase 2 project located along areas of US-95 between Tenaya Way and Valley View Boulevard ($1,651 - Southern Nevada Public Land Management Act [SNPLMA]) - Wards 1 and 5 (Tarkanian and Barlow)

40. Approval of a request from Ovation Property Management for credit toward the Tivoli Apartments sanitary sewer account for fees paid as condominium units when the actual use is rental apartment units located at Rainbow south of Lone Mountain ($28,458.56 - Sanitary Enterprise Fund) - Ward 6 Ross

41. Approval of an Encroachment Request from Lochsa Engineering on behalf of County of Clark, owner (Carey Avenue between Martin L. King Boulevard and Comstock Drive) - Ward 5 (Barlow)

42. Approval of a Sewer Connection Agreement with Eagle Ranch 1, LLC, owner and an Interlocal Contract with Clark County Water Reclamation District for sewer services at located the northwest corner of Torrey Pines Drive and Centennial Parkway, APN 125-23-403-004 and -005 - County (near Ward 6 - Ross)

RESOLUTIONS - CONSENT

43. R-1-2010 - Approval of a Resolution supporting the roadway improvements known as “Project Neon” and the selection of Alternative “G” as the preferred alternative, located along I-15 between Sahara Avenue and US-95 - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) and County

DISCUSSION/ACTION ITEMS

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

44. Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning code and Health Dept. Regulations, Crazy Ely Western Village LLC, dba Coyote, 316 Fremont Street, Haim Gabay, Mgr, 100% - Ward 5 (Barlow) [NOTE: Item to be heard in the afternoon session in conjunction with Item 86 - SUP-36558]

45. Discussion and possible action regarding a Six Month Review of a Temporary Hypnotherapy License, Roger A. Wolf, dba Roger A. Wolf, 800 North Rainbow Boulevard, Suite 170, Roger A. Wolf, Owner, 100% - Ward 1 (Tarkanian)

46. Discussion and possible action regarding a Change of Business Name, Change of Location, and Change of Ownership for a Hypnotherapy License, From: Roger A. Wolf, dba Roger A. Wolf, 800 North Rainbow Boulevard, Suite 170, To: Roger A. Wolf, dba Sunrise Hypnosis, 800 North Rainbow Boulevard, Suite 171, Janet L. Lactaoen, Ptnr, 50% and Roger Wolf, Ptnr, 50% - Ward 1 (Tarkanian)

RESOLUTIONS - DISCUSSION

47. R-2-2010 - Discussion and possible action regarding a Resolution authorizing the support of Dot Vegas, Inc.'s, application to the Internet Corporation for Assigned Names and Numbers and the Revenue Share Agreement by and between the City of Las Vegas and Dot Vegas, Inc., a Nevada Corporation, for creation of the .vegas Top Level Domain - All Wards

BOARDS & COMMISSIONS - DISCUSSION

48. ANIMAL ADVISORY COMMITTEE – Kimberly Reid, Term Expiration 2-7-2010

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

49. Bill No. 2010-2 – Eliminates the sewer service rate increase otherwise effective in 2010, and provides for the establishment of a Senior Citizen Sewer Charge Rebate Program in lieu of the current hardship determination pertaining to sewer charge increases. Sponsored by: Councilman Steven D. Ross

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

50. Bill No. 2010-1 – Authorizes, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. Sponsored by: Mayor Oscar B. Goodman

NEW BILLS - DISCUSSION

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

51. Bill No. 2010-3 – Adopts an updated Population Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

52. Bill No. 2010-4–Revises the composition of the Historic Preservation Commission. Proposed by: M. Margo Wheeler, Director of Planning and Development

53. Bill No. 2010-5 – Clarifies the on-site parking requirements applicable to property within the Downtown Entertainment Overlay District, and redesignates the Downtown Overlay District as the Downtown Centennial Plan Overlay District. (TXT-36169 and TXT-36171) Proposed by: M. Margo Wheeler, Director of Planning and Development

54. Bill No. 2010-6 – Amends the City's on-site parking standards to provide minimum dimensions for parallel parking. (TXT-36235) Proposed by: M. Margo Wheeler, Director of Planning and Development

55. Bill No. 2010-7 – Excludes the sale of mopeds from the zoning regulations governing the sale of motorized vehicles. (TXT-36495) Proposed by: M. Margo Wheeler, Director of Planning and Development

56. Bill No. 2010-8 – Updates the zoning provisions pertaining to child care facilities to make them consistent with each other and with applicable licensing provisions. (TXT-36167) Proposed by: M. Margo Wheeler, Director of Planning and Development

CLOSED SESSION

57. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss the upcoming labor negotiations

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

58. 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

HEARINGS - DISCUSSION

59. ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1844 Navajo Lake Way in the amount of $4,690 (General Fund) and assess a maximum of $43,550 in daily civil penalties. PROPERTY OWNER: BAO SHUXIN - Ward 1 (Tarkanian)

60. ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 2712 Fire Water Court in the amount of $3,647 (General Fund) and assess a maximum of $50,050 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON TRS - Ward 2 (Wolfson)

61. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 5317 Del Monte Avenue in the amount of $2,530.50 (General Fund) and assess a maximum of $46,050 in daily civil penalties. PROPERTY OWNER: JOSEPH JON GAHRY - Ward 1 (Tarkanian)

62. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 213 Rosemary Lane in the amount of $2,129.15 (General Fund) and assess a maximum of $35,550 in daily civil penalties. PROPERTY OWNER: PAMELA CRADER - Ward 1 (Tarkanian)

63. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 224 West Baltimore Avenue in the amount of $5,148.85 (General Fund) and assess a maximum of $29,550 in daily civil penalties. PROPERTY OWNER: JOHNCYN DEVELOPMENT LLC - Ward 3 (Reese)

64. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1457 North Gateway Road in the amount of $4,164.50 (General Fund) and assess a maximum of $27,550 in daily civil penalties. PROPERTY OWNER: FIORELLA S. TEALDO - Ward 3 (Reese)

65. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3325 Buffalo Narrows Circle in the amount of $3,336 (General Fund) and assess a maximum of $31,050 in daily civil penalties. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSN - Ward 4 (Anthony)

66. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3270 North Buffalo Drive in the amount of $6,291.25 (General Fund) and assess a maximum of $34,050 in daily civil penalties. PROPERTY OWNERS: KIM N. AND HIEN V. TRAN - Ward 4 (Anthony)

67. Hearing Review for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road. PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC - Ward 5 (Barlow)

68. Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 409 Santa Fe Street. PROPERTY OWNER: MICHAEL E. PAVICH - Ward 1 (Tarkanian)

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.

69. EOT-36845 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: HOT ENDEAVORS LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-13867) FROM U (UNDEVELOPED) [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO R-3 (MEDIUM DENSITY RESIDENTIAL) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road (APN 138-28-401-015), Ward 2 (Wolfson). Staff recommends APPROVAL

70. EOT-36846 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: HOT ENDEAVOR LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24254) FOR A PROPOSED THREE-STORY, 125-UNIT SENIOR CITIZEN APARTMENT DEVELOPMENT on 5.0 acres adjacent to the south side of Summerlin Parkway at the west end of Silver Sky Drive (APN 138-28-401-015), U (Undeveloped) [M (Medium Density Residential) General Plan Designation] under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

71. EOT-36812 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25070) FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS on 0.40 acres adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

72. EOT-36813 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: SOLTERRA HOLDINGS NEVADA LLC - OWNER: SOLTERRA NEVADA LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25072) FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

73. EOT-36814 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25268) FOR A MIXED-USE DEVELOPMENT adjacent to the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

74. EOT-36815 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25267) FOR A PROPOSED 550-FOOT TALL BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET on the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

75. EOT-36816 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS on 0.72 acres at the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

76. Discussion and possible action regarding the Development Review Process Report provided by Kirchhoff & Associates - All Wards

77. RENOTIFICATION - 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, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

78. GPA-36074 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Population Element, All Wards. The Planning Commission (7-0 vote) and staff recommend APPROVAL

79. ZON-36093 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES), U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] AND U (UNDEVELOPED) [PR-OS (PARKS / RECREATION / OPEN SPACE) GENERAL PLAN DESIGNATION] TO: C-V (CIVIC) on 697.78 acres generally located at 9200 Tule Springs Road (APN 125-04-301-005), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

80. VAR-36543 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: STEVEN KERN - Request for a Variance TO ALLOW A REAR YARD SETBACK OF 11 FEET WHERE 15 FEET IS REQUIRED FOR AN EXISTING 392 SQUARE-FOOT ADDITION on 0.16 acres at 413 Meadow Valley Drive (APN 139-31-610-037), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

81. VAR-36577 - VARIANCE - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 170 PARKING SPACES WHERE 228 ARE REQUIRED on 4.86 acres on the south side of Owens Avenue, approximately 850 feet west of Main Street (APN 139-27-502-003), R-5 (Apartment) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

82. SDR-36576 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-36577 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS - Request for a Major Amendment to an approved Site Development Plan Review (SDR-28121) FOR SITE MODIFICATIONS FOR A PREVIOUSLY APPROVED MAXIMUM 150-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 4.86 acres on the south side of Owens Avenue, approximately 850 feet west of Main Street (APN 139-27-502-003), R-5 (Apartment) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

83. RQR-36373 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

84. SUP-36551 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC - Request for a Special Use Permit FOR A PROPOSED 1,079 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #105 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

85. SUP-36552 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC - Request for a Special Use Permit FOR A PROPOSED 1,624 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #110 and #115 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

86. SUP-36558 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HAIM GABAY - OWNER: H S FAMILY, LP - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 5,166 SQUARE-FOOT RETAIL ESTABLISHMENT at 316 Fremont Street (APN 139-34-510-025), C-2 (General Commercial) Zone, Ward 5 (Barlow). [Note: To be heard in conjunction with Morning Session Item 44] The Planning Commission (7-0 vote) and staff recommend APPROVAL

87. SUP-36564 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MARICARMEN SORIA - OWNER: BONANZA SUNRISE, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT WITH A WAIVER TO ALLOW A 195-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4800 East Bonanza Road, Suite #9 (APN 140-29-801-011), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

88. SUP-36571 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SUMMERLIN ENTERPRISES, INC. - OWNER: PATTON RAMPART, LLC - Request for a Special Use Permit TO ADD A THRIFT SHOP (JEWELRY) USE WITHIN AN EXISTING 900 SQUARE-FOOT JEWELRY STORE at 2235 North Rampart Boulevard (APN 138-20-522-003), P-C (Planned Community) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend APPROVAL

89. RQR-36890 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: DOUGLAS R. WINGO - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Required Review of a previously approved Special Use Permit (SUP-11419) THAT ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS located at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

90. ROC-36892 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: DOUGLAS R. WINGO - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Review of Condition #5 TO ALLOW 24-HOUR OPERATIONS FOR A MASSAGE ESTABLISMENT located at 2212 and 2214 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

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

SET DATE

92. 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

93. 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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

SUBJECT:
INVOCATION – DOCTOR PASTOR ANNE JONES, LIFE CHRISTIAN CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF WARD 3'S WORK WITH THE METROPOLITAN POLICE DOWNTOWN AREA COMMAND

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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 December 16, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of an Interlocal Contract with Clark County for the FY2009 Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program Project Number 97067U09 in the amount of $573,973 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This agreement between Clark County and the city of Las Vegas provides for reimbursement from FY2009 funds for the DHS FFY 09 -- Urban Area Security Initiative (UASI) Southern Nevada Regional Safety Complex Program in the amount of $573,973 as defined in Exhibit "A" Expenditures Eligible for Reimbursement. These expenditures include: Planning - Bidability, cost estimating, system commissioning, tortoise mitigation, hydrology study review, traffic signal study fee, state/county environmental permits estimating contingency for required permits; Personnel - Internal Labor; Equipment - Perimeter Security Fence.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract with Clark County
2. Expenditures Eligible for Reimbursement
3. Local, State and Federal Assurances Documentation
4. Tribal Government and Local Jurisdiction Compliance Activities

INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY LAS VEGAS

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the FY 2009 Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program Project Number 97067U09; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to conduct planning and purchase equipment relative to the Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program (the "Project");

WHEREAS, the County has agreed to provide FY09 – Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its DHS FFY 09/ Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct planning and purchase equipment relative to the Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program ; and

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

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

1. OEMHS shall provide a maximum of FIVE HUNDRED SEVENTY THREE THOUSAND NINE HUNDRED AND SEVENTY THREE DOLLARS ($573,973.00) from fiscal year 2009 funds for the DHS FFY 09/ Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program.

2. Subrecipient agrees to use the funds to purchase equipment relative to the DHS FFY 09/ Urban Area Security Initiative (UASI) Southern Nevada Regional Public Safety Complex Program as set forth in Exhibit "A".

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

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

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

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

   a. This Contract shall be completed by July 31, 2011 an extension after the July 31, 2011 deadline must be requested in writing, to the Grant Program Administrator of OEMHS.

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

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

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

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

ENTERED INTO this _____ day of _____, 2009.

ATTEST:

By:_____
Diana Alba, County Clerk

Date: _____

CLARK COUNTY

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Foley, Deputy District Attorney

Date: 12/07/2009

ATTEST:

By: _____
City Clerk

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

APPROVED AS TO FORM:

By: _____
Bradford Jerbic, City Attorney

Date: 12/22/09

Exhibit "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE CITY OF LAS VEGAS
FY09 URBAN AREA SECURITY INITATIVE (UASI) SOUTHERN NEVADA REGIONAL PUBLIC SAFETY COMPLEX

City of Las Vegas:

Planning	Bidability, cost estimating, system commissioning, tortoise mitigation, hydrology study review, traffic signal study fee, state/county enviro. permits, estimating contingency for required permits (standard calculations)	**$271,973.00**
Personnel	Internal Labor	**$50,000.00**
Equipment	Perimeter security fence 6ft	**$252,000.00**
TOTAL AWARD TO CITY OF LAS VEGAS		$ $573,973.00

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____
City Official

EMERGENCY MANAGEMENT COORDINATOR:

NAME: CAROLYN LEVERING TITLE: EMERGENCY MANAGER

SIGNATURE: _____ DATE: 12/15/09

APPROVED AS TO FORM
12/22/09
James B. Lewis Date
Deputy City Attorney

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

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

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and

Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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

- **a.** Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.
- **b.** Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.
- **c.** For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.
- **d.** Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.
- **e.** Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

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

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30,

Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

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

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

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

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

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

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

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

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

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

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

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

- **a.** None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
- **b.** None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

FEDERAL CERTIFICATIONS

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

I. LOBBYING

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

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - **b.** Establishing an on-going drug-free awareness program to inform employees about
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The sub-grantee's policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - **c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - **d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - **i.** Abide by the terms of the statement; and
     - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - **e.** Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
   - **f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
     - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
     - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   - **g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

I. FEDERAL SINGLE AUDIT

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

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and

complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

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

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

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

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

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

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

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

as:

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

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

III. FISCAL REPORTING RESPONSIBILITY

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

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

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

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

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.

3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

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

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

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Budget Detail Matrix
e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   a. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
   b. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   c. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   d. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired

with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

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

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

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

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

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

XV. APPLICABLE FEDERAL REGULATIONS

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

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

XVI. TERMINATION

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

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

Tribal and local authorities, not federal, have the primary responsibility for preventing, responding to, and recovering from emergencies and disasters. The overwhelming majority of emergency incidents are handled on a daily basis by a single jurisdiction at the local level. It is critically important that all jurisdictions comply with the NIMS because the challenges we face as a nation are far greater than the capabilities of any one jurisdiction; they are not, however, greater than the sum of all of us working together through mutual support. Homeland Security Presidential Directive 5 (HSPD- 5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state1 and local2 jurisdictions to implement the NIMS to receive federal preparedness funding.

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

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

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

[2] As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments... regional or

interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

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

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

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

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

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

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

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

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

NIMS Implementation Matrix for Tribal and Local Jurisdictions

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.	• NIMS Chapter II, Command and Management. • Public Information Training (E388, Advanced Public Information Officers and G290, Basic Public Information Officers)	• Revise and update processes and plans. • The Emergency Management Institute (EMI) is currently developing an independent study and classroom course on NIMS Public Information Systems. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims . • Information on who should complete these courses also will be posted on the NIMS Web page. • The NIMS Integration Center will feature best practices on the NIMS Web page. See http://www.fema.gov/nims .

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Preparedness: Planning		
Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements.	• Assess which NIMS implementation requirements your community already meets. The NIMS Capability Assessment Support Tool (NIMCAST) is available to facilitate this: www.fema.gov/nimcast/index.jsp	• Update strategy as appropriate and close capability gap.
Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.	• A list of the Federal preparedness grant programs that have been reported to the NIC are available on the NIMS Web page at: www.fema.gov/nims • 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • Catalog of Federal Domestic Preparedness Assistance (CFDA): http://www.cfda.gov	

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations.	• EMAC model state-county mutual aid deployment contract: http://www.emacweb.org/?123 • EMAC model intrastate mutual aid legislation: http://www.emacweb.org/docs/NEMA%20Proposed%20Intrastate%20Model-Final.pdf	• Expand mutual aid agreements beyond support services and equipment to include information sharing. • Support and adopt the ongoing efforts of the NIMS Integration Center (NIC) to develop a national credentialing system. • Credentialing guidance is under development by the NIMS Integration Center. Throughout the development process, drafts will be posted on the NIMS Web page for review and comment by interested stakeholders. • Credential first responders in conformance with national standards.
Preparedness: Training		

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Complete IS-700 NIMS: An Introduction	• On-line course: http://training.fema.gov/EMIWeb/IS/is700.asp • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • All personnel with a direct role in emergency preparedness, incident management, or response must complete this training	• Ensure that NIMS training is part of the program for all new employees, recruits and first responders who have a direct role in emergency preparedness, incident management, or response. • The NIMS Integration Center is working to establish a mechanism that will allow State and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims .
Complete IS-800 NRP: An Introduction	• On-line course available at: http://www.training.fema.gov/emiweb/IS/is800.asp	• Ensure that NRP training is part of the program for all-appropriate new

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
	• NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • The NIMS Web page provides for who should complete this training. http://www.fema.gov/nims	employees, recruits and first responders. • The NIMS Integration Center is working to establish a mechanism that will allow State and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims .
Complete ICS 100 and ICS 200 Training	• ICS 100: http://www.training.fema.gov/emiweb/IS/is100.asp • ICS 100: http://www.usfa.fema.gov/training/nfa • ICS 200: http://www.training.fema.gov/emiweb/IS/is200.asp • ICS 200: http://www.usfa.fema.gov/training/nfa • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • The NIMS Web page provides guidance for who should complete this training. http://www.fema.gov/nims.	• Complete ICS 300 and ICS 400. • Complete training that may be required to satisfy credentialing standards. • Ensure that ICS training is part of the program for all new employees, recruits and first responders.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
		• The NIMS Integration Center is working to establish a mechanism that will allow States and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims .
	Preparedness: Exercises	
Incorporate NIMS/ICS into all tribal, local and regional training and exercises.	• NIMS training information: www.fema.gov/nims/nims_training.shtm • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm	• Continue to incorporate NIMS into all local training and exercises, to include drills, tabletop exercises, functional exercises, and full-scale exercises.
Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and	• 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance:	• Continue to participate in NIMS -oriented exercises, to include drills, tabletop

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
multiple jurisdictions.	http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf	exercises, functional exercises, and full-scale exercises.

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Resource Management		
Inventory community response assets to conform to homeland security resource typing standards.	• Propose modifications or new resource definitions to the NIMS Integration Center for inclusion in the resource typing effort. • Resource typing definitions: http://www.fema.gov/nims/mutual_aid.shtm	• Develop and implement a resource inventory, ordering, and tracking system. • The Emergency Management Institute (EMI) is currently developing a course on NIMS Resource Management. Additional information will be posted on the NIMS Integration Center Web page at http://www.fema.gov/nims when the course is available.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.	• ODP Equipment Program: http://www.ojp.usdoj.gov/odp/grants_goals.htm • 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • DHS SAFECOM Program: http://www.safecomprogram.gov/SAFECOM	
Communication & Information Management		
Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.	• Incident response communications (during exercises and actual incidents) should feature plain English commands so they will be able to function in a multi-jurisdiction environment. Field manuals and training should be revised to reflect the plain English standard. • '10' codes may continue to be used during non-emergency, internal department communications.	• Continue featuring common terminology and plain English commands for all response activities. • The Emergency Management Institute (EMI) is currently developing a course on NIMS Communication and Information Management. Additional information will be posted on the NIMS Integration Center Web page at http://www.fema.gov/nims when the course is

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
		available.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of an Interlocal Contract with Clark County for the FY2009 Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program Project Number 97067U09 in the amount of $291,595 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This agreement between Clark County and the city of Las Vegas provides for reimbursement from FY2009 funds for the DHS FFY 09 -- Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program in the amount of $291,595 as defined in Exhibit "A" Expenditures Eligible for Reimbursement. These expenditures include: Planning - Strategic Plan Continuation and travel for training; Organization - Operational Overtime; Training - Training IABTI-LVBIED Defeat; Equipment - Remote Control Disablement 02EX-02-TLPB; Equipment - SCBA CBRNE Compliant Packs and Masks.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract with Clark County
2. Expenditures Eligible for Reimbursement
3. Local, State and Federal Assurances Documentation
4. Tribal Government and Local Jurisdiction Compliance Activities

INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY OF LAS VEGAS

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the FY 2009 Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program Project Number 97067U09; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave Las Vegas NV 89101 wishes to conduct planning and training as well as purchase equipment relative to the Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program (the "Project");

WHEREAS, the County has agreed to provide FY09 – Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its DHS FFY 09/ Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct planning and training as well as purchase equipment relative to the Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program ; and

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

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

1. OEMHS shall provide a maximum of TWO HUNDRED NINETY ONE THOURSAND FIVE HUNDRED AND NINETY FIVE DOLLARS (291,595.00) from fiscal year 2009 funds for the DHS FFY 09/ Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program.

2. Subrecipient agrees to use the funds to purchase equipment relative to the DHS FFY 09/ Urban Area Security Initiative (UASI) Advanced IED Defeat for Nevada Bomb Squads Program as set forth in Exhibit "A".

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

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

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

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

   a. This Contract shall be completed by July 31, 2011 an extension after the July 31, 2011 deadline must be requested in writing, to the Grant Program Administrator of OEMHS.

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

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

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

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

ENTERED INTO this _____ day of _____, 2009.

ATTEST:

By:_____
Diana Alba, County Clerk

Date: _____

CLARK COUNTY

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Foley, Deputy District Attorney

Date: 12/07/2009

ATTEST:

By: _____
City Clerk

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

APPROVED AS TO FORM:

By: _____
Bradford Jerbic, City Attorney

Date: 12/22/09

Exhibit "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE CITY OF LAS VEGAS
FY09 URBAN AREA SECURITY INITATIVE (UASI) ADVANCED IED DEFEAT FOR NEVADA BOMB SQUADS PROGRAM

City of Las Vegas:

Planning	Strategic Plan Continuation and travel for training	$12,500.00
Organization	Operational Overtime	$ 15,000.00
Training	Training IABTI-LVBIED Defeat	$65,655.00
Equipment	Remote Control Disablement 02EX-02-TLPB	$ 87,000.00
Equipment	SCBA CBRNE Complaint packs and masks X 20	$111,440.00
TOTAL AWARD TO CITY OF LAS VEGAS		$291,595.00

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____
City Official

EMERGENCY MANAGEMENT COORDINATOR:

NAME: Carolyn Levering TITLE: Emergency Manager

SIGNATURE: _____ DATE: 12/15/09

APPROVED AS TO FORM
12/22/09
James B. Lewis Date
Deputy City Attorney

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

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

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and

Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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

- **a.** Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.
- **b.** Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.
- **c.** For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.
- **d.** Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.
- **e.** Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

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

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30,

Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

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

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

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

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

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

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

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

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

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

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

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

- **a.** None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
- **b.** None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

FEDERAL CERTIFICATIONS

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

I. LOBBYING

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

- **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- **b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. The applicant certifies that it and its principals:

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

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

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

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - **b.** Establishing an on-going drug-free awareness program to inform employees about
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The sub-grantee's policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - **c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - **d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - **i.** Abide by the terms of the statement; and
     - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - **e.** Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
   - **f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
     - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
     - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   - **g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

I. FEDERAL SINGLE AUDIT

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

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and

complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

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

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

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

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

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

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

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

as:

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

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

III. FISCAL REPORTING RESPONSIBILITY

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

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

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

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

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.

3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

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

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

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Budget Detail Matrix
e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   a. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
   b. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   c. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   d. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired

with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

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

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

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

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

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

XV. APPLICABLE FEDERAL REGULATIONS

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

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

XVI. TERMINATION

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

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

Tribal and local authorities, not federal, have the primary responsibility for preventing, responding to, and recovering from emergencies and disasters. The overwhelming majority of emergency incidents are handled on a daily basis by a single jurisdiction at the local level. It is critically important that all jurisdictions comply with the NIMS because the challenges we face as a nation are far greater than the capabilities of any one jurisdiction; they are not, however, greater than the sum of all of us working together through mutual support. Homeland Security Presidential Directive 5 (HSPD- 5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state1 and local2 jurisdictions to implement the NIMS to receive federal preparedness funding.

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

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

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

[2] As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments... regional or

interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

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

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

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

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

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

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

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

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

NIMS Implementation Matrix for Tribal and Local Jurisdictions

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.	• NIMS Chapter II, Command and Management. • Public Information Training (E388, Advanced Public Information Officers and G290, Basic Public Information Officers)	• Revise and update processes and plans. • The Emergency Management Institute (EMI) is currently developing an independent study and classroom course on NIMS Public Information Systems. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims . • Information on who should complete these courses also will be posted on the NIMS Web page. • The NIMS Integration Center will feature best practices on the NIMS Web page. See http://www.fema.gov/nims .

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Preparedness: Planning		
Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements.	• Assess which NIMS implementation requirements your community already meets. The NIMS Capability Assessment Support Tool (NIMCAST) is available to facilitate this: www.fema.gov/nimcast/index.jsp	• Update strategy as appropriate and close capability gap.
Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.	• A list of the Federal preparedness grant programs that have been reported to the NIC are available on the NIMS Web page at: www.fema.gov/nims • 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • Catalog of Federal Domestic Preparedness Assistance (CFDA): http://www.cfda.gov	

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations.	• EMAC model state-county mutual aid deployment contract: http://www.emacweb.org/?123 • EMAC model intrastate mutual aid legislation: http://www.emacweb.org/docs/NEMA%20Proposed%20Intrastate%20Model-Final.pdf	• Expand mutual aid agreements beyond support services and equipment to include information sharing. • Support and adopt the ongoing efforts of the NIMS Integration Center (NIC) to develop a national credentialing system. • Credentialing guidance is under development by the NIMS Integration Center. Throughout the development process, drafts will be posted on the NIMS Web page for review and comment by interested stakeholders. • Credential first responders in conformance with national standards.
Preparedness: Training		

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Complete IS-700 NIMS: An Introduction	• On-line course: http://training.fema.gov/EMIWeb/IS/is700.asp • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • All personnel with a direct role in emergency preparedness, incident management, or response must complete this training	• Ensure that NIMS training is part of the program for all new employees, recruits and first responders who have a direct role in emergency preparedness, incident management, or response. • The NIMS Integration Center is working to establish a mechanism that will allow State and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims .
Complete IS-800 NRP: An Introduction	• On-line course available at: http://www.training.fema.gov/emiweb/IS/is800.asp	• Ensure that NRP training is part of the program for all-appropriate new

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
	• NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • The NIMS Web page provides for who should complete this training. http://www.fema.gov/nims	employees, recruits and first responders. • The NIMS Integration Center is working to establish a mechanism that will allow State and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims .
Complete ICS 100 and ICS 200 Training	• ICS 100: http://www.training.fema.gov/emiweb/IS/is100.asp • ICS 100: http://www.usfa.fema.gov/training/nfa • ICS 200: http://www.training.fema.gov/emiweb/IS/is200.asp • ICS 200: http://www.usfa.fema.gov/training/nfa • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • The NIMS Web page provides guidance for who should complete this training. http://www.fema.gov/nims.	• Complete ICS 300 and ICS 400. • Complete training that may be required to satisfy credentialing standards. • Ensure that ICS training is part of the program for all new employees, recruits and first responders.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
		• The NIMS Integration Center is working to establish a mechanism that will allow States and local jurisdictions direct access to course completion data. Additional information will be posted on the NIMS Integration Center Web page when available. See http://www.fema.gov/nims .
	Preparedness: Exercises	
Incorporate NIMS/ICS into all tribal, local and regional training and exercises.	• NIMS training information: www.fema.gov/nims/nims_training.shtm • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf • DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm	• Continue to incorporate NIMS into all local training and exercises, to include drills, tabletop exercises, functional exercises, and full-scale exercises.
Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and	• 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance:	• Continue to participate in NIMS -oriented exercises, to include drills, tabletop

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
multiple jurisdictions.	http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • DHS ODP Exercise Information: http://www.ojp.usdoj.gov/odp/exercises.htm • NIMS National Standard Curriculum Training Development Guidance: http://www.fema.gov/pdf/nims/nims_training_development.pdf	exercises, functional exercises, and full-scale exercises.

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

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
Resource Management		
Inventory community response assets to conform to homeland security resource typing standards.	• Propose modifications or new resource definitions to the NIMS Integration Center for inclusion in the resource typing effort. • Resource typing definitions: http://www.fema.gov/nims/mutual_aid.shtm	• Develop and implement a resource inventory, ordering, and tracking system. • The Emergency Management Institute (EMI) is currently developing a course on NIMS Resource Management. Additional information will be posted on the NIMS Integration Center Web page at http://www.fema.gov/nims when the course is available.

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.	• ODP Equipment Program: http://www.ojp.usdoj.gov/odp/grants_goals.htm • 2005 Homeland Security Grant Program Guidance: http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf • National Preparedness Goal and National Preparedness Guidance: http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm • DHS SAFECOM Program: http://www.safecomprogram.gov/SAFECOM	
Communication & Information Management		
Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.	• Incident response communications (during exercises and actual incidents) should feature plain English commands so they will be able to function in a multi-jurisdiction environment. Field manuals and training should be revised to reflect the plain English standard. • '10' codes may continue to be used during non-emergency, internal department communications.	• Continue featuring common terminology and plain English commands for all response activities. • The Emergency Management Institute (EMI) is currently developing a course on NIMS Communication and Information Management. Additional information will be posted on the NIMS Integration Center Web page at http://www.fema.gov/nims when the course is

Required Tribal/Local Jurisdiction Action for FY 2006 Compliance	FY 2006 Compliance Activities Guidance and Technical Assistance Resources	Future Activities
		available.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to allow NV Energy access to the site for electrical systems needs associated with the Symphony Park Off-Site Electrical Conduit System located at 500 South Main, APNs 139-34-201-009 and -019 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement will allow NV Energy access to the site for electrical system needs associated with the Symphony Park Off-Site Electrical Conduit System.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Grant of Easement

APN: 139-34-201-009 and 139-34-201-019

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

GRANT OF EASEMENT

CITY OF LAS VEGAS, a municipal corporation in the State of Nevada, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that the garage building access height along the easement area will be a minimum of 19.00 feet above finish grade and that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such

purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

GRANTOR:

CITY OF LAS VEGAS

_____
BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

_____
DEPUTY CITY ATTORNEY

John S. Ridilla
Deputy City Attorney

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2009 by

_____as___ _____ on behalf of the CITY OF LAS VEGAS.

_____
Notary Signature

Seal Area →

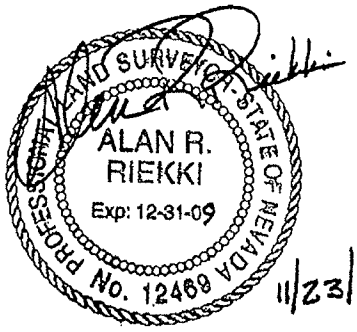
RATIFIED AND CONFIRMED

_____
JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

APN: 139-34-201-009 & 139-34-201-019
RW# 426-09yb
Proj. #192519
Project Name: UPRR Bore/Sleeve
Reference Document: 20090331:05221 & 20091016:03437
GOE_DIST

RE: APN 139-34-201-009
APN 139-34-201-019

AUGUST 13, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF 2)
(REV. 9/08/09)
(REV 11/19/09)
(REV 11/23/09)



11/23/09

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AND NORTHWEST OF THE NORTHWEST RIGHT-OF-WAY OF MAIN STREET FOR NV ENERGY EASEMENT PURPOSES.

NV ENERGY EASEMENT

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND, 46 FEET WIDE, LYING 23 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 97 OF PARCEL MAPS, AT PAGE 72 BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 27°55'16" EAST, ALONG SAID RIGHT-OF-WAY LINE, 39.44 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 62°04'32" EAST ALONG A LINE RUNNING PARALLEL WITH AND 39.44 FEET DISTANT FROM THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 1 A DISTANCE OF 347.72 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, SAME BEING THE **POINT OF TERMINATION**

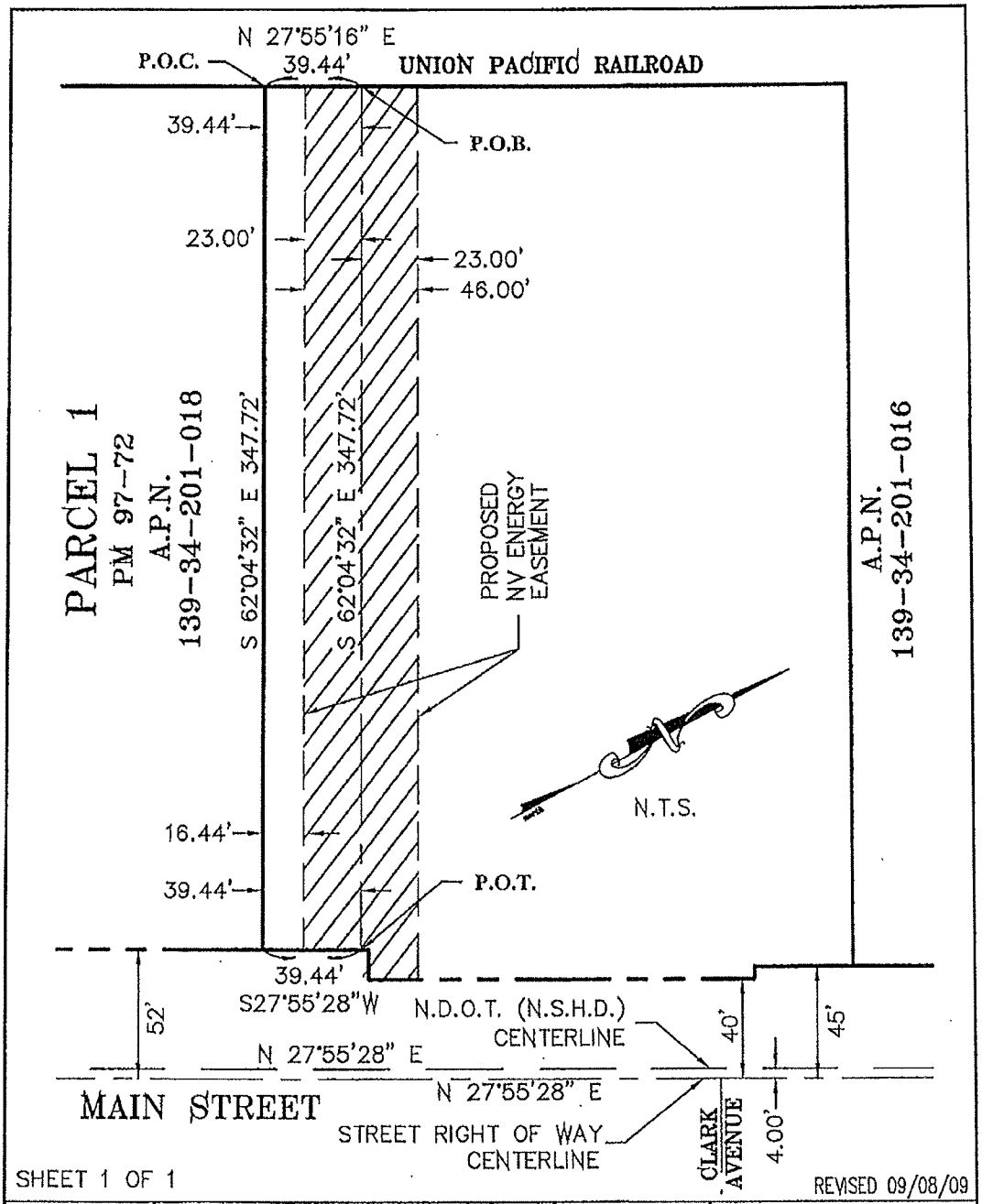
THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED SO AS TO BEGIN ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID UNION PACIFIC RAILROAD AND TERMINATE ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

AUGUST 12, 2009
APN 139-34-201-009
APN 139-34-201-019
LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)
(REV. 9/08/09)
(REV. 11/18/09)
(REV. 11/23/09)

SAID EASEMENT SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 19 FEET ABOVE FINISHED FLOOR OF THE PROPOSED GARAGE STRUCTURE WHERE SAID STRUCTURE SHALL EXIST.

BASIS OF BEARINGS:
NORTH 27°55'28" EAST, BEING THE BEARING OF THE CENTERLINE OF MAIN STREET BETWEEN BONNEVILLE AVENUE AND CLARK AVENUE, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER , CLARK COUNTY NEVADA IN FILE 97 OF PARCEL MAPS, AT PAGE 72.

END OF DESCRIPTION.



SHEET 1 OF 1

REVISED 09/08/09

CITY OF LAS VEGAS NEVADA	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION A PORTION OF SW 1/4 OF NW 1/4 OF S. 34, T. 20S, R. 61E. M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING:EASEMENT EXHIBIT
		DRAWN BY: HJB
	CITY OF LAS VEGAS - SURVEY OFFICE 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	CHECKED BY: ARR
		DATE: 08-10-2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Distribution Encroachment Agreement between the City of Las Vegas and Nevada Power Company d/b/a NV Energy allowing the City of Las Vegas to construct improvements within the location of the previously granted NV Energy Grant of Easement associated with the Symphony Park Off-Site Electrical Conduit System, located at 500 South Main Street, APNs 139-34-201-009 and -019 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Distribution Encroachment Agreement will allow the City of Las Vegas to construct improvements within NV Energy's Grant of Easement associated with the Symphony Park.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Distribution Encroachment Agreement

APN: 139-34-201-009 and -019

Recording Requested By:
City of Las Vegas, Nevada and
NV Energy

And When Recorded, Mail to:
Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

DISTRIBUTION ENCROACHMENT AGREEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**NV Energy**") holds an easement relating to the Property that will be recorded concurrently with this Agreement in the Official Records, Clark County Nevada in, upon, over, under, across and/or through which NV Energy electrical system facilities are located or might be located in the future ("**Easement Area**").

City of Las Vegas, a municipal corporation of the State of Nevada, ("**Property Owner**") now wishes to install improvements and conduct activities on and within the Easement Area; however, these improvements and activities are subject to NV Energy's written consent.

In consideration of the mutual covenants contained in this Distribution Encroachment Agreement ("**Agreement**") and other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, NV Energy and Property Owner agree as follows:

1. Consent to Certain Improvements. NV Energy consents to certain improvements and facilities, as shown on the Architectural Site Plan Drawing dated 12-17-09 attached as Exhibit A hereto and identified below ("**Improvements**"), on the portion of the Easement Area identified on Exhibit B. The Improvements include:

(A) Parking garage with associated site amenities.

2. Compliance with Certain Conditions. NV Energy waives its right to require the removal of these Improvements, subject to the following conditions:

(A) Property Owner, its representatives, contractors and subcontractors comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements and all other applicable laws, regulations, ordinances and codes.
(B) Property Owner, its representatives, contractors and subcontractors do not stockpile materials and/or equipment in the Easement Area.
(C) Property Owner, its representatives, contractors and subcontractors comply with chapter 455 of the Nevada Revised Statutes, as amended or supplemented.
(D) The Improvements do not endanger the safe and reliable construction, operation or maintenance of NV Energy's facilities in the Easement Area.
(E) Property Owner constructs the Improvements in accordance with Exhibit A.

RW# 508-09yb
Proj. # 192519
Project Name: UPRR Bore/Sleeve
Reference Document: 20090331:05221 & 20091016:03437
DEA

(F) Property Owner provides NV Energy with twenty-four (24) hour direct, free and unrestricted access to, ingress to and egress from NV Energy's facilities in the Easement Area.

(1) No Prior Authorization Required. NV Energy, its service representatives and other persons authorized by NV Energy have the right to enter the Easement Area at any time and without prior permission of or notice to Property Owner, any occupant, or any lessee or sub-lessee of Property Owner.

(2) Grantee's Right to Take Action. If NV Energy, its service representatives, or other persons authorized by NV Energy desire access to the Easement Area or NV Energy facilities for any reason and at any time, then Property Owner must take all necessary actions to provide such access, including without limitation, removal of impediments, fencing, locks and vehicles.

3. Additional Approvals Required. Property Owner must not modify or alter the Improvements in any way that will jeopardize NV Energy's facilities or clearances or otherwise obstruct or restrict NV Energy's access to its facilities. Property Owner must obtain prior written approval for future projects or changes to the project which will constitute additional encroachments into NV Energy's easement area not presently a part of this Agreement and as shown on Exhibit A.

4. Non-Compliance. Notwithstanding Section 2 above, if NV Energy is unable to access the Easement Area or its facilities or if Property Owner otherwise fails to provide access consistent with the terms of this Agreement, Property Owner acknowledges and agrees that NV Energy is entitled to take any action it deems necessary, in its sole judgment, to access the Easement Area and its facilities without liability to Property Owner or third parties and, upon NV Energy's written request, Property Owner must promptly reimburse Grantee for any related costs whether incurred by Property Owner, NV Energy or a third party.

5. Covenant Running with the Land; Obligations Bind Property Owner, Successors and Assigns. This Agreement continues in effect for perpetuity, constitutes a covenant running with the land, and binds and inures to the benefit of the Parties' successors and assigns. The Property Owner's obligations under this Agreement also apply to and bind Property Owner's successors and assigns. Property Owner, its successors, and assigns, acknowledge NV Energy's continued right, and future right, to use the Easement Area for the uses and purposes contemplated in the Easement.

6. Indemnity. Property Owner agrees to indemnify NV Energy, its directors, officers, and employees against and from any claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of Property Owner, its employees or any third parties for personal injuries, property damage, or loss of life or property resulting from or in any way related to this Agreement. However, the indemnification in this Section will not apply to injuries or damages to persons or property or loss of life for which the proximate cause is the sole negligence of NV Energy or its employees. For purposes of NV Energy's enforcement of this indemnity only, Property Owner expressly waives all immunity given to Property Owner under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Property Owner's indemnification obligations under this Section. This Section survives termination of this Agreement.

7. Release and Waiver. Property Owner knowingly and voluntarily releases, waives and forever discharges NV Energy of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or

equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Property Owner has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Improvements. This Section survives termination of this Agreement.

8. Damage to NV Energy's Facilities. If Property Owner, its representatives, contractors or subcontractors damage, have damaged, render unsafe or have rendered unsafe NV Energy's facilities located within the Easement Area, Property Owner must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in NV Energy's name for the relocated facilities and/or new facilities, at no cost to NV Energy and in a location and form satisfactory to NV Energy (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights). This Section survives termination of this Agreement.

9. Integration. The Agreement represents the entire and integrated agreement between NV Energy and Property Owner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Agreement.

10. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. Remedies. All rights and remedies of NV Energy provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to NV Energy at law, in equity, or otherwise

12. Amendments; Waiver. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by NV Energy and Property Owner and executed with same formality as this Agreement. The failure of either party to enforce any of the provisions of the Agreement at any time, or to require performance by the other party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any party to enforce each and every provision.

NEVADA POWER COMPANY d/b/a
NV ENERGY

JAMES R. SAAVEDRA
DIRECTOR, LAND SERVICES

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

ATTEST:

BEVERLY K. BRIDGES, MMC.
CITY CLERK

APNs: 139-34-201-009 and -019
RW# 508-09yb
Proj. # 192519
Project Name: UPRR Bore/Sleeve
Reference Document: 20090331:05221 & 20091016:03437
DEA

Approved as to form

John S. Ridilla 12/29/09

John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 20_____ by _____ as _____ of CITY OF LAS VEGAS.

_____
Signature of Notarial Officer

Seal area →

STATE OF _____)
COUNTY OF _____)

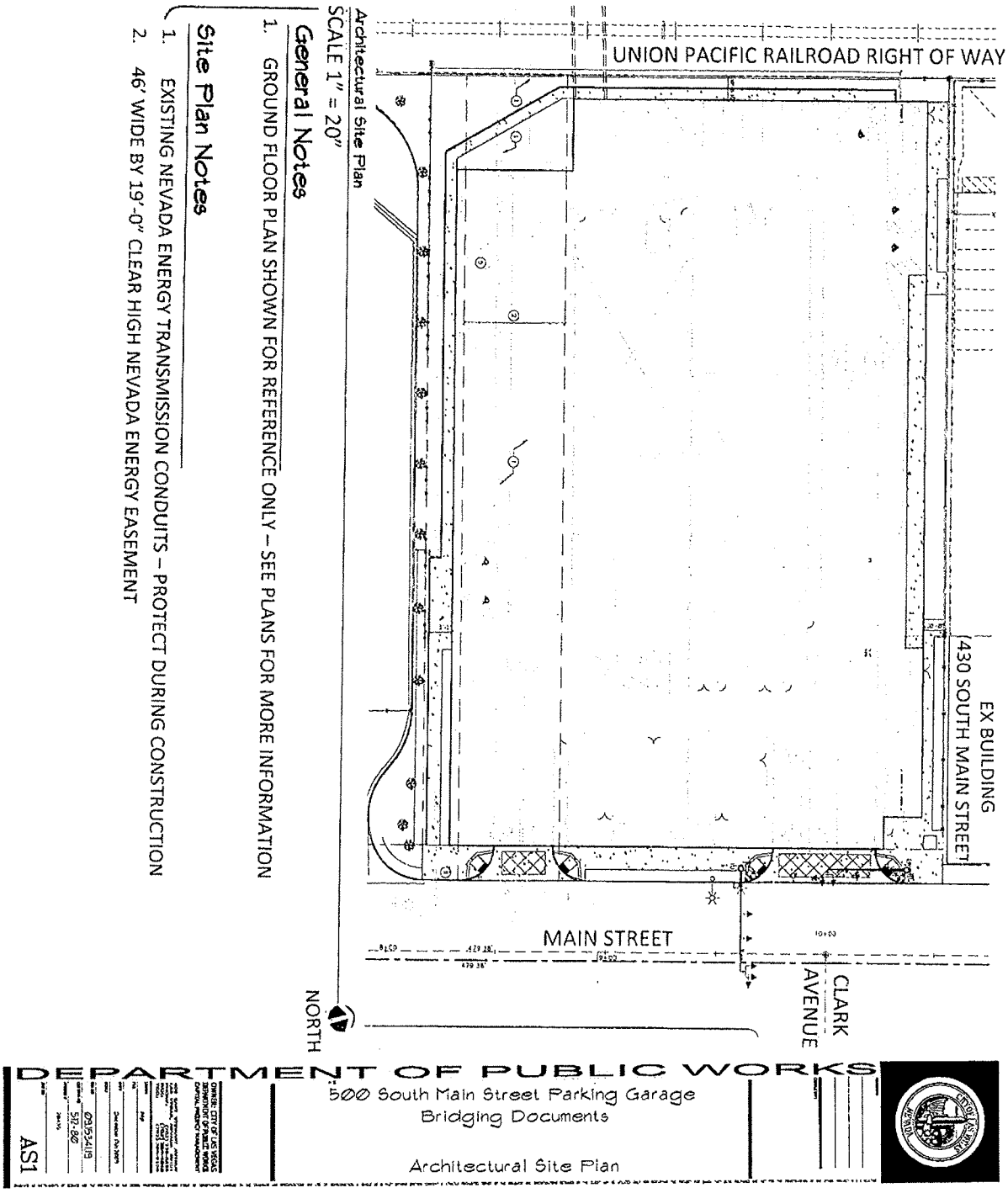
This instrument was acknowledged before me on _____, 20_____ by JAMES R. SAAVEDRA as Director, Land Services of Nevada Power Company d/b/a NV Energy.

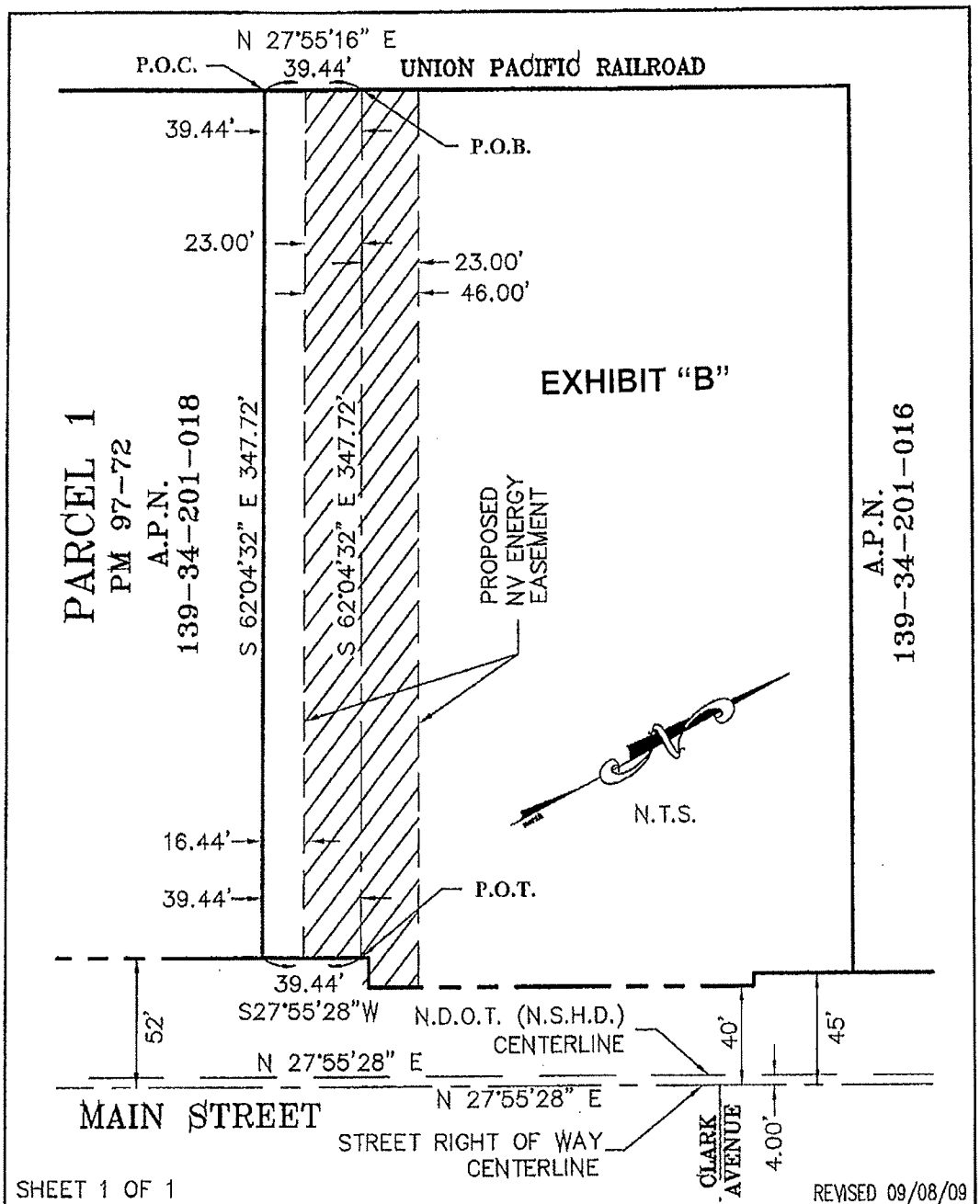
_____
Signature of Notarial Officer

Seal area →

EXHIBIT "A"

12/17/2009 11:10:03 AM





SHEET 1 OF 1

REVISED 09/08/09

CITY OF LAS VEGAS NEVADA	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION A PORTION OF SW 1/4 OF NW 1/4 OF S. 34, T. 20S, R. 61E, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EASEMENT EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS - SURVEY OFFICE 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 08-10-2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to allow NV Energy access to the site for electrical systems needs located in the vicinity of Durango Drive and Tropical Parkway, APN 125-29-601-023 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement will allow NV Energy access to the site for electrical system needs associated with NV Energy's Durango Improvements, Phase 4.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Grant of Easement

CITY OF LAS VEGAS NEVADA

APN: 125-29-601-023

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

GRANT OF EASEMENT

THE CITY OF LAS VEGAS, a political subdivision of the State of Nevada, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in **Exhibit "A"** attached hereto and shown on **Exhibit "B"** attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the

RBT

Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

CITY OF LAS VEGAS

_____
BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

John S. Ridilla
DEPUTY CITY ATTORNEY
John S. Ridilla
Deputy City Attorney

ATTEST:

_____
BEVERLY K. BRIDGES, MMC.
CITY CLERK

STATE OF _____)

COUNTY OF _____)
This instrument was acknowledged before me on _____, 20____ by Oscar B. Goodman as Mayor of the City of Las Vegas.

_____
Signature of Notarial Officer

Notary Seal:

RATIFIED AND CONFIRMED

_____
JAMES R. SAAVEDRA
DIRECTOR OF LAND SERVICES

RBT

RW# 0513-09rbt
Proj. # 173930
Project Name: Durango Improvement Phase 4
Reference Document: 20040616:03900
GOE_DIST

Exhibit A

That portion of the parcel of land in the City of Las Vegas, County of Clark, State of Nevada, described in that certain deed to the grantor of this document recorded June 16, 2004 in Book 20040616 as Document No. 03900 in the Official Records of Clark County, Nevada, described as follows:

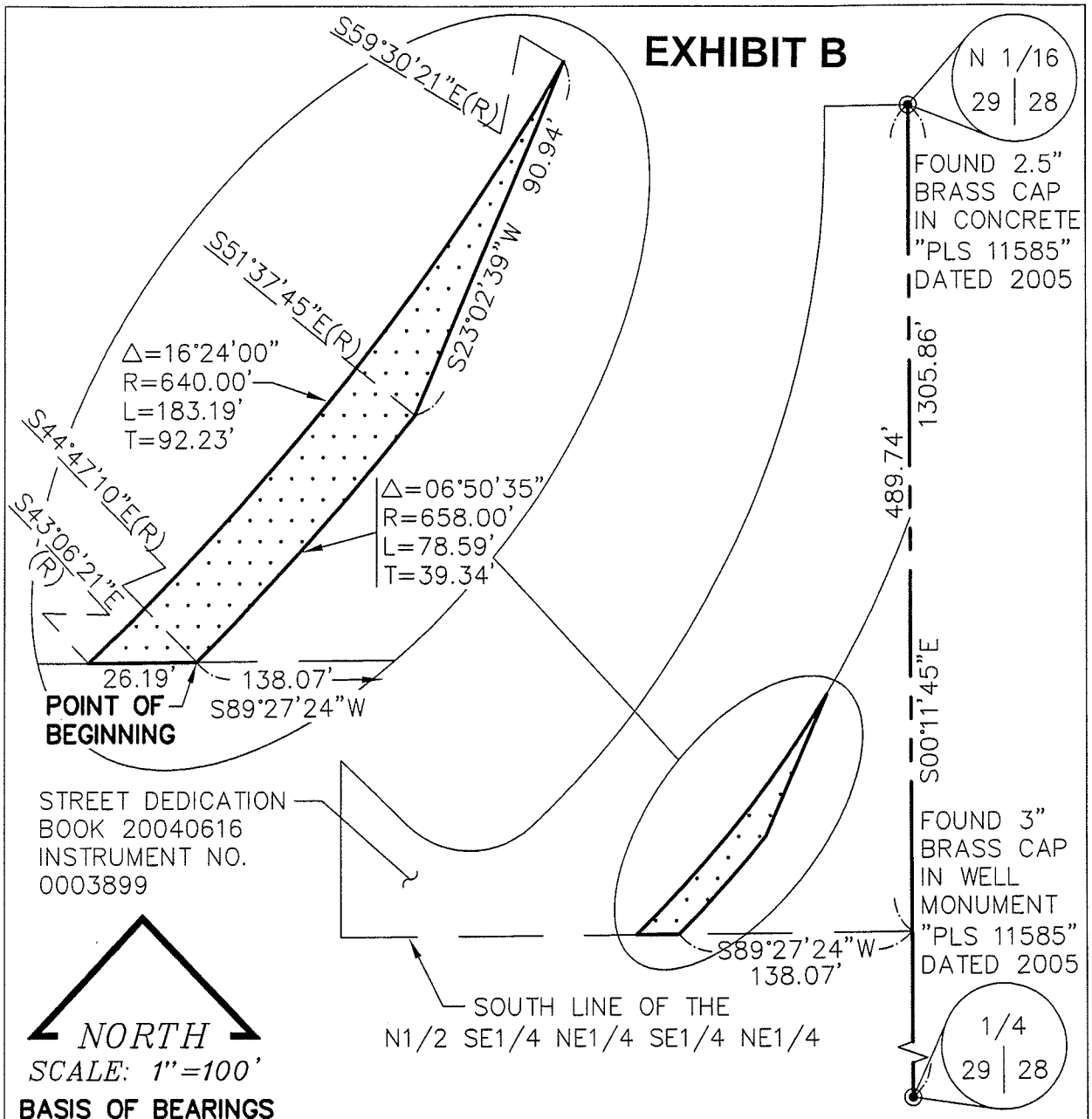
That portion of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 29, Township 19 South, Range 60 East, M.D.B.&M., described as follows:

COMMENCING at the Northeast corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 29, thence along the east line thereof South 00°11'45" East 489.74 feet to a point on the south line of the North Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (N1/2 SE/14 NE1/4 SE1/4 NE1/4) of said Section 29;
Thence along said north line South 89°27'24" West 138.07 feet the POINT OF BEGINNING;
Thence continuing along said north line South 89°27'24" West 26.19 feet to a point on a curve concave northwesterly having a radius of 640.00 feet, a radial to said point bearing South 43°06'21" East;
Thence northeasterly along said curve through a central angle of 16°24'00" an arc length of 183.19 feet;
Thence South 23°02'39" West 90.94 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 658.00 feet, a radial to said point having a bearing of South 51°37'45" East;
Thence along said curve through a central angle of 06°50'35" a arc length of 78.59 feet to the Point of Beginning.

Description created by Roger Trestrail
Nevada Power Company dba NV Energy
2215 E. Lone Mountain Road
North Las Vegas, Nevada
Work Order # 173930

RBT

EXHIBIT B



BASIS OF BEARINGS

NORTH 54°31'46" WEST BEING THE BEARING BETWEEN CLARK COUNTY GEODETIC CONTROL NETWORK STATION "D371" AND STATION "801" BASED ON A NV ENGERY LOCAL COORDINATE SYSTEM.

NORTH 54°47'45" WEST BEING THE BEARING BETWEEN CLARK COUNTY GEODETIC CONTROL NETWORK STATION "D371" AND STATION "801" AS CALCULATED FROM THE POSITIONS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE AS FILE 88, PAGE 53 OF SURVEYS.

NVEnergy nvenergy.com	EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION		
	PROJECT: DURANGO IMPROVEMENTS PHASE 4	SEC: 29 T: 19 S., R: 60 E. SURVEYOR: GE/SP DRAWN BY: RH CHECKED BY: LYZ	DATE: 2-4-09 PROJECT ID: 173930

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company d/b/a NV Energy to cancel and supersede the Recorded Right-of-Entries previously on record and continue to allow NV Energy access to the site for electrical systems needs located in the vicinity of Washington Avenue and Rancho Drive, known as Lorenzi Park, APN 139-29-301-003 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement cancels and supersedes the Recorded Right of Entry previously on record and will continue to allow NV Energy access to the site for electrical facilities needs.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Grant of Easement
2. Recorded Right-of-Entries

APN: 139-29-301-003

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

GRANT OF EASEMENT

THE CITY OF LAS VEGAS, a political subdivision of the State of Nevada, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy, ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in **Exhibit "A"** (3 pages) attached hereto and shown on **Exhibit "B"** (2 pages) attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the

RBT

Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

This grant includes underground electrical service to the meter panel(s) on said Parcel One.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHTS OF ENTRY RECORDED IN BOOK 20080508 AS DOCUMENT NO. 03115 AND IN BOOK 20080701 AS DOCUMENT NO. 02512 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CITY OF LAS VEGAS

_____
BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

John S. Ridilla
_____
DEPUTY CITY ATTORNEY

John S. Ridilla
Deputy City Attorney

ATTEST:

_____
BEVERLY K. BRIDGES, MMC.
CITY CLERK

STATE OF _____)

COUNTY OF _____)
This instrument was acknowledged before me on _____, 20____ by Oscar B. Goodman as Mayor of the City of Las Vegas.

_____
Signature of Notarial Officer

Notary Seal:

RATIFIED AND CONFIRMED

_____
JAMES R. SAAVEDRA
DIRECTOR OF LAND SERVICES

RW# 0515-09rbt
Proj. # 187510 and 188761
Project Name: Lorenzi Park Renovation & Verizon Wireless-LSV: Lorenzi Park
Reference Document: 650:523060
GOE_DIST

Exhibit A

Those portions of the following described Parcel One lying within Centerlines Nos. One (1) through Four (4) inclusive described below:

PARCEL ONE:

The North Half of the Southwest Quarter (N1/2 SW1/4) of Section 29, Township 20 South, Range 61 East, M.D.B.&M., Clark County, Nevada.

EXCEPT THEREFROM that portion of said land conveyed for road purposes by Deed recorded in Book 233 as Document No. 181014 and by Deed recorded in Book 746 as Document No. 599205 in the Official Records of Clark County, Nevada.

ALSO EXCEPT THEREFROM that portion of said North Half of the Southwest Quarter (N1/2 SW1/4) lying west of the east line of K-Las Vegas as shown on map filed in Book 61 of Plats, Page 50 in the Official Records of Clark County, Nevada.

Centerline No. 1:

A strip of land 18.00 feet in width lying 9.00 feet on each side of the following described centerline.

COMMENCING at the Northeast corner of said Southwest Quarter (SW1/4) of said Section 29, thence along the north line thereof North 88°47'57" West 718.68 feet to the point of intersection of the northerly prolongation of the westerly boundary of the final map of K-Las Vegas as shown on map filed in Book 61 of Plats, Page 50 in the Official Records of Clark County, Nevada; Thence along said westerly boundary and its northerly prolongation South 00°12'56" West 470.91 feet;

Thence departing said westerly boundary North 89°47'04" West 9.00 feet to a point on a line parallel with and 9.00 feet west of said westerly boundary of said K-Las Vegas, said point being the POINT OF BEGINNING;
Thence along said parallel line South 00°12'56" West 42.76 feet to a point hereinafter called Point "A", said point being the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to end in the boundary lines of Centerline No. 2.

Centerline No. 2:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

BEGINNING at the above described Point "A", thence South 89°40'14" West 31.26 feet to the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the boundary lines of Centerline No. 2. and the westerly boundary of the final map of K-Las Vegas as shown on map filed in Book 61 of Plats, Page 50 in the Official Records of Clark County, Nevada;

Centerline No. 3:

A strip of land 21.00 feet in width lying 10.50 feet on each side of the following described centerline.

COMMENCING at the Northeast corner of said Southwest Quarter (SW1/4) of said Section 29, thence along the east line thereof South 00°14'32" West 1081.44 feet;
Thence departing said east line North 89°45'28" West 800.38 feet to the POINT OF BEGINNING;
Thence South 42°45'20" West 13.00 feet to a point hereinafter called Point "B", said point being the Point of Ending.

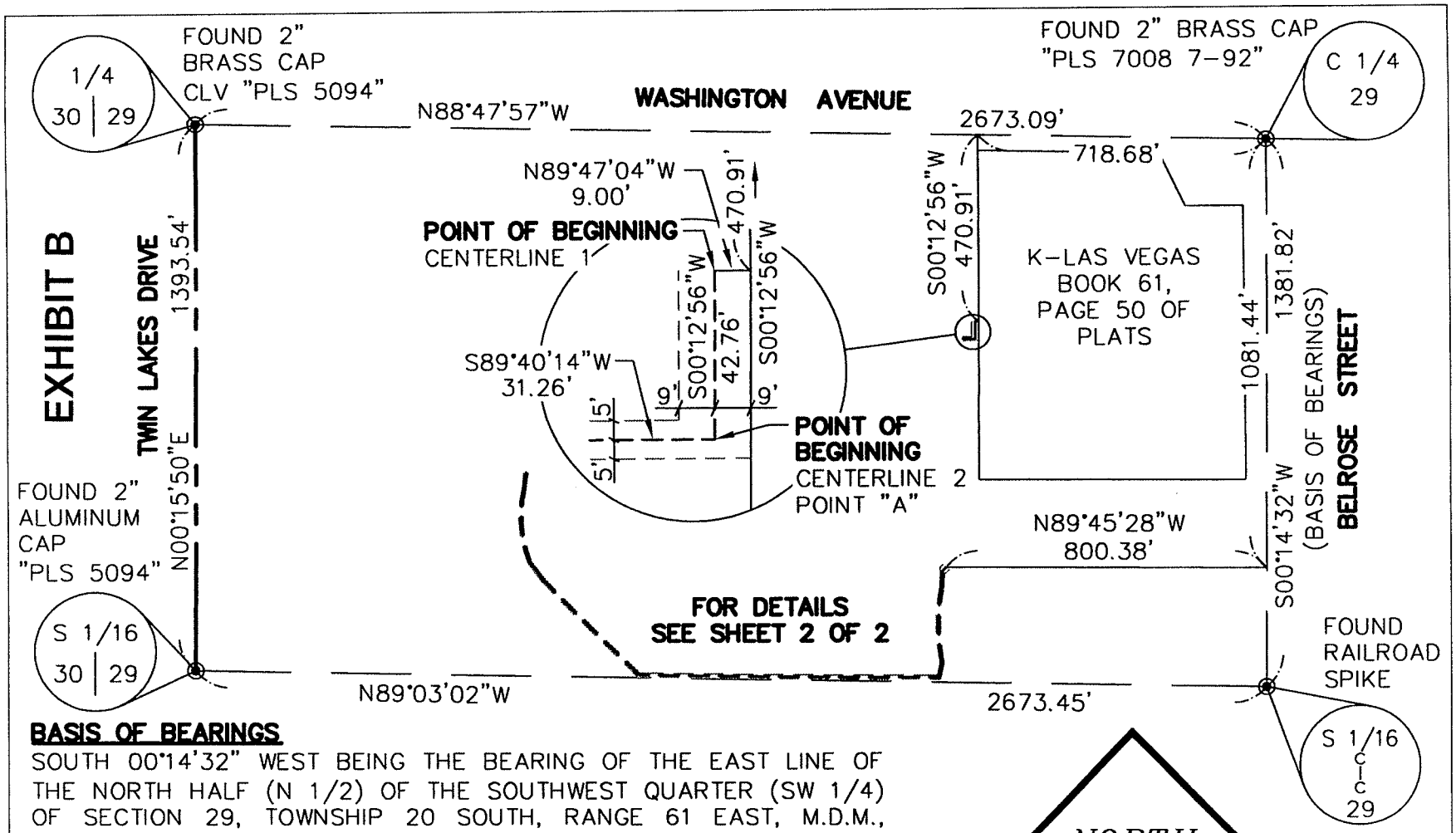
Centerline No. 4:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

BEGINNING at the above described Point "B", thence South 03°11'21" West 40.02 feet to the beginning of a curve concave easterly having a radius of 498.00 feet, a radial to beginning point bearing North 78°57'37" West;
Thence southerly along said curve through a central angel of 22°17'37" an arc length of 193.77 feet;
Thence South 12°06'53" West 36.94 feet to the beginning of a curve concave northerly having a radius of 43335.00 feet, a radial to said beginning point having a bearing of South 00°03'24" West;
Thence westerly along said curve through a central angle of 00°59'31" an arc length of 750.19 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 6597.00 feet, a radial to said beginning point bearing South 43°43'14" West;
Thence Northwesterly along said curve through a central angle of 02°57'54" an arc length of 341.38 feet;
Thence North 36°38'32" West 52.57 feet to the beginning of a non-tangent curve concave easterly having a radius of 317.25 feet, a radial to said beginning point bearing South 68°49'50" West;
Thence Northerly along said curve through a central angle of 33°54'28" an arc length of 187.75 feet;
Thence North 06°39'27" East 44.00 feet to the Point of Ending.

The sideline boundaries of said strip shall be lengthened or shortened so as to begin in the boundary lines of Centerline No. 3 and meet at all angle points.

Description created by Roger Trestrail
Nevada Power Company dba NV Energy
2215 E. Lone Mountain Road
North Las Vegas, Nevada
Work Order # 187510 & 188761

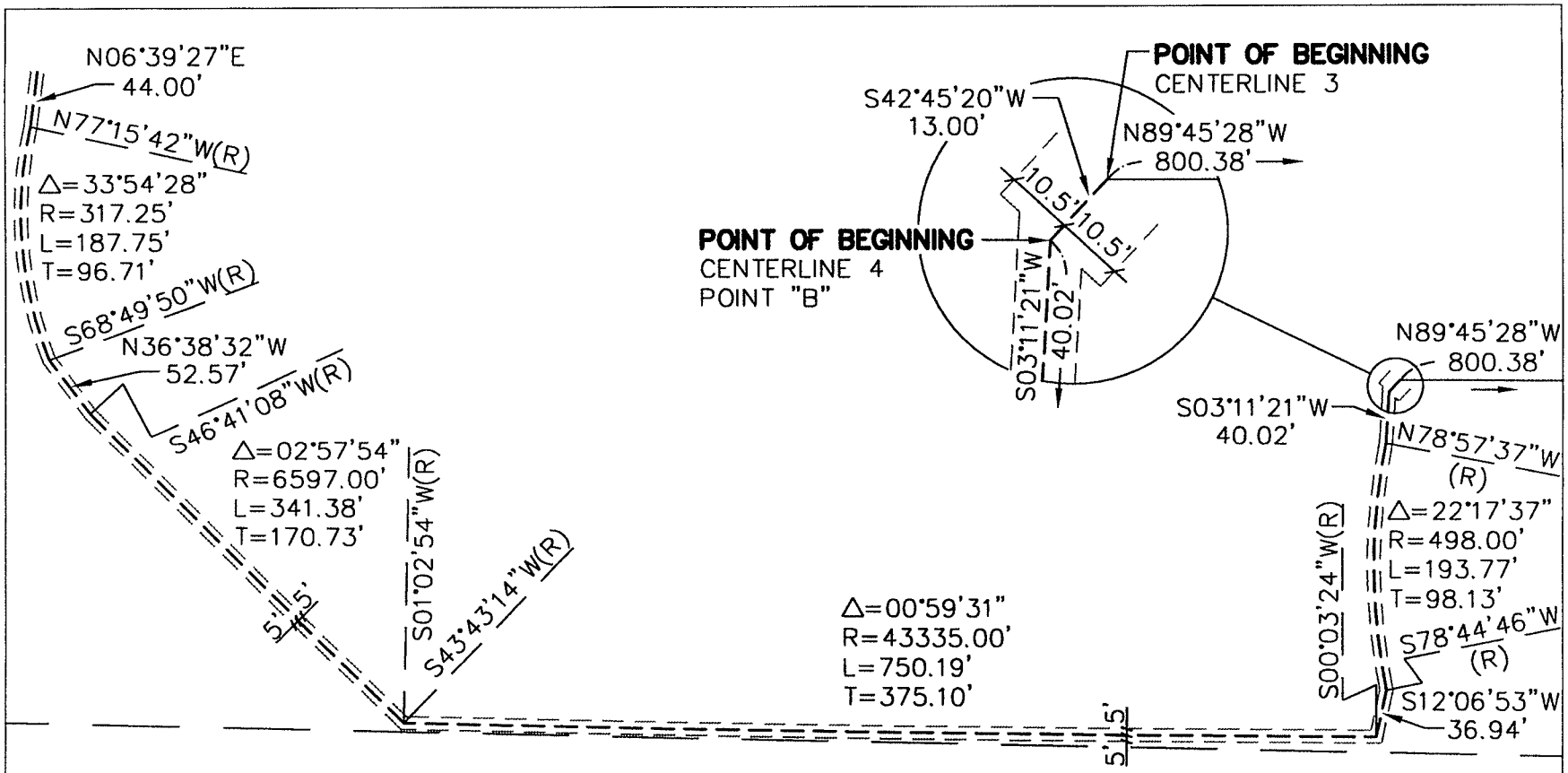


BASIS OF BEARINGS

SOUTH 00°14'32" WEST BEING THE BEARING OF THE EAST LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA IN FILE 112, PAGE 53 OF SURVEYS.

SHEET 1 OF 2

NVEnergy	PROJECT: LORENZI PARK RENOVATION VERIZON WIRELESS-LSV LORENZI PARK	EXHIBIT TO ACCOMPANY LAND DESCRIPTION SEC: 29 T: 20 S., R: 61 E. DATE: 7-20-09 SURVEYOR: BB/MW PROJECT ID: DRAWN BY: RH CHECKED BY: LYZ 187510 & 188761



DETAIL
NOT TO SCALE

SHEET 2 OF 2

NVEnergy	PROJECT: LORENZI PARK RENOVATION VERIZON WIRELESS-LSV LORENZI PARK	EXHIBIT TO ACCOMPANY LAND DESCRIPTION SEC: 29 T: 20 S., R: 61 E. DATE: 7-20-09 SURVEYOR: BB/MW PROJECT ID: DRAWN BY: RH CHECKED BY: LYZ 187510 & 188761

COPY

(3)

20080508-0003115

Fee: $16.00
N/C Fee: $0.00
05/08/2008 14:25:07
T20080083267
Requestor:
NEVADA POWER COMPANY
Debbie Conway STN
Clark County Recorder Pgs: 3

APN: 139-29-301-003

When recorded, mail to:
Land Section, MS#9
Nevada Power Company
P.O. Box 98910
Las Vegas, Nevada 89151-0001

RIGHT OF ENTRY

CITY OF LAS VEGAS, a municipal subdivision of the State of Nevada, (Grantor), for and in consideration of One Dollar ($1.00) receipt of which is hereby acknowledged, permission is hereby granted to **NEVADA POWER COMPANY, a Nevada corporation, (Grantee)**, its successors and assigns, and/or their agents or contractors to enter in and upon said Grantor's land described in EXHIBIT "A", attached hereto and made a part hereof by this reference for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown and delineated on Nevada Power Company Work Request Number: 188761
Job Name: Verizon Wireless-LSV Lorenzi Park ROE: 0025-08rbt
Reference Document: 650:523060

RBT

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request.

Upon completion of the project constructed by this "Right of Entry", the Grantor, its successor's or assigns hereby agree to sign and execute Nevada Power Company's standard form GRANT OF EASEMENT describing the permanent easement area to be retained over said premises. **Said Grant of Easement shall replace and supersede this "Right of Entry."**

WITNESS my (our) hand(s) this 30th day of April, 2008.

CITY OF LAS VEGAS

Robin Yoakum
BY: ROBIN Yoakum
TITLE: Real Estate & Utilities Administrator

BY:
TITLE:

STATE OF Nevada)
COUNTY OF Clark)
On this 30th day of April, 2008, before me,
Christina Strong, a Notary Public, personally appeared
Robin Yoakum, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as Representative
on behalf of the City of Las Vegas, the municipal corporation
therein named, and acknowledged to me that the municipal corporation executed it.

Christina Strong
Notary Public

Notary Seal:

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

STATE OF _____)
COUNTY OF _____)
On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of the City of Las Vegas, the municipal corporation
therein named, and acknowledged to me that the municipal corporation executed it.

_____
Notary Public

Notary Seal:

WO# 188761 ROE: 0025-08rbt

EXHIBIT A

The North Half of the Southwest Quarter (N1/2 SW1/4) of Section 29, Township 20 South, Range 61 East, M.D.B.&M., Clark County, Nevada.

EXCEPT THEREFROM that portion of said land conveyed for road purposes by Deed recorded in Book 233 as Document No. 181014 and by Deed recorded in Book 746 as Document No. 599205 in the Official Records of Clark County, Nevada.

ALSO EXCEPT THEREFROM that portion of said North Half of the Southwest Quarter (N1/2 SW1/4) lying west of the east line of K-Las Vegas as shown on map filed in Book 61 of Plats, Page 50 in the Official Records of Clark County, Nevada.

RBT

WO# 188761 ROE: 0025-08rbt

COPY

(9)

20080721-0002512

Fee: $16.00
N/C Fee: $0.00

07/21/2008 13:17:27
T20080149711
Requestor:
NEVADA POWER COMPANY

Debbie Conway KXC
Clark County Recorder Pgs: 3

APN: 139-29-301-003

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

RIGHT OF ENTRY

CITY OF LAS VEGAS, a municipal subdivision of the State of Nevada, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, ("**Grantee**"), its successors and assigns:

1. the right to enter in and upon Grantor's land described as a portion of Section 29, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described in Exhibit "A" hereto and by this reference made a part hereof ("**Easement Area**") to construct, operate, add to, modify, maintain, and remove communication and electrical facilities as delineated and drawn on **Nevada Power Company Work Request Number 187510** ("**Utility Facilities**") over, under, across and upon the Easement Area;

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee may use this easement to provide service to any of its customers. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

RW# 0098-08rbt
Proj. #187510
Project Name: Lorenzi Park Renovation
Reference Document: 650:523060
ROE

Upon completion of construction of the Utility Facilities, Grantor will immediately execute Grantee's standard form Grant of Easement describing the perpetual easement to be retained over the Easement Area. If Grantor requests in writing that the legal description for this Grant of Easement be based on an as-built survey, Grantee must prepare the legal description and drawing for this Grant of Easement.

CITY OF LAS VEGAS

Robin Yoakum

By: Robin Yoakum

Title: Utilities Administrator

STATE OF Nevada)
COUNTY OF Clark)

On this 26th day of June, 2008, before me, Christina Strong, a Notary Public, personally appeared Robin Yoakum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Representative on behalf of the City of Las Vegas, the municipal corporation therein named, and acknowledged to me that the municipal corporation executed it.

Christina Strong

Notary Public

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

Notary Seal:

RW# 0098-08rbt
Proj. #187510
Project Name: Lorenzi Park Renovation
Reference Document: 650:523060
ROE

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ALSO EXCEPT THEREFROM that portion of said North Half of the Southwest Quarter (N1/2 SW1/4) lying west of the east line of K-Las Vegas as shown on map filed in Book 61 of Plats, Page 50 in the Official Records of Clark County, Nevada.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc., for the construction of a fire station located at Del Webb Boulevard and Sundial Drive, APN 138-17-310-001 - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
City of Las Vegas Fire and Rescue has been attempting to secure a location for a fire station in the immediate area of Sun City Summerlin in order to serve residents of Sun City and surrounding areas. This agreement will allow the Fire Department to construct a station for that purpose. In exchange, the City will accept conveyance of the Sun City Summerlin owned and maintained landscaped areas along Cheyenne Avenue between Rampart Boulevard and the 215 Beltway.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Property Conveyance and Construction Agreement

PROPERTY CONVEYANCE AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

This Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc ("Agreement") is dated this _____ day of _____, 2010, by and between the City of Las Vegas (the "City") and the Sun City Summerlin Community Association Inc ("SCSCAI"). The City and SCSCAI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City is a political subdivision of the State of Nevada.

2. SCSCAI is a Nevada not-for-profit homeowner's association formed pursuant to the provisions of NRS 116B, 81.410 through 81.540 and governed by the SCSCAI Community Association Board. The City and SCSCAI desire to have a fire station close to Sun City Summerlin residents so there is a rapid response time by the Fire Department to residents within the Sun City community.

3. City of Las Vegas Fire and Rescue ("CLVFR") has been attempting to secure a location for a fire station in the immediate area of Sun City Summerlin in order to serve not only the residents of Sun City Summerlin effectively and efficiently, but also the area surrounding Sun City Summerlin. CLVFR has not been successful in finding suitable real property for a fire station that would result in the acquisition of land and the construction of a fire station within its allotted budget.

4. SCSCAI is the owner of three golf courses within Sun City Summerlin. At the northeast intersection of Del Webb Boulevard and Sundial Drive, SCSCAI has offered to sell to the City for $1.00 certain golf course property to be used for the construction by the City of a fire station upon that site. The City will also accept conveyance of certain SCSCAI-owned and maintained landscaping area along Cheyenne Avenue.

5. The City acknowledges that because of the current economic environment, the City is not funding any capital projects not currently under a contract for construction. The construction of the fire station contemplated by this Agreement is subject to this funding freeze, but the City will use its best efforts to commence construction on the fire station within ten years from the effective date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. SCSCAI Obligation to Sell Property to the City

Provided that the Parties are not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the City of title to the Subject Property and the Cheyenne Parcels shall be completed as provided herein. The City and SCSCAI agree to perform all acts necessary for conveyance of title, to the extent required hereunder, in sufficient time for title to be conveyed in accordance with the provisions contained herein.

A. Property to be Conveyed.

1. The Subject Property is approximately .85 acres in size and generally located at the northeast corner of Del Webb Boulevard and Sundial Drive. A general depiction of the Subject Property is attached hereto as "Exhibit 1". A specific legal description of the Subject Property is attached hereto as "Exhibit 2".

2. The Cheyenne Parcels are of varying size but are all located along Cheyenne Avenue between 215 and Rampart Boulevard. A general depiction of the Cheyenne Parcels is attached hereto as "Exhibit 3". Specific legal descriptions of the Cheyenne Parcels are attached hereto as "Exhibit 4".

B. Conveyance of Title. In accordance with, and subject to the terms, covenants and conditions precedent of this Agreement, SCSCAI shall convey the Subject Property and the Cheyenne Parcels to the City in fee simple title and the City agrees to pay SCSCAI one dollar ($1.00) and accepts conveyance of the Subject Property and the Cheyenne Parcels.

C. Form of Deed. The Subject Property and the Cheyenne Parcels shall be conveyed by grant, bargain and sale deed, and shall include, among other language that is normal and customary, language to indicate a reversionary interest in the Subject Property by SCSCAI as provided in Section V, herein. No reversionary interest shall exist with regard to the Cheyenne Parcels, except as otherwise provided by Section IV(C), herein.

D. Escrow. The City agrees to open an escrow with an escrow company within ten (10) days of the approval of this Agreement by the City Council. This Agreement constitutes the joint escrow instructions of the Parties, and a copy of the Agreement executed by both Parties shall be delivered to the escrow agent upon the opening of escrow. The Parties shall provide additional escrow instructions as necessary and consistent with the terms of this Agreement, but any additional escrow instructions shall not conflict with the terms of this Agreement.

The escrow agent shall prepare grant, bargain and sale deeds for the Subject Property and the Cheyenne Parcels for approval by the Parties consistent with the terms of this Agreement, and the deed or deeds, as the case may be, shall be deposited with the escrow

agent to be recorded at the close of escrow. The City of Las Vegas shall deposit with the escrow agent the sum of one dollar ($1.00) to be disbursed to SCSCAI at the close of escrow.

E. Fees and Costs. The City shall pay any and all fees or costs, recording or otherwise, associated with the escrow account and the closing of escrow.

F. Title Report. The escrow agent shall, upon execution of this document by the Parties and delivery of this Agreement to the escrow agent, prepare and deliver to the City and SCSCAI a preliminary title report of all documents therein covering or relating to the Subject Property and the Cheyenne Parcels. If the City disapproves of any exception(s) set forth in the preliminary title report, the City shall give the escrow agent written notice thereof. The escrow agent shall then give immediate written notification to SCSCAI of the City's disapproval of any exception. Failure of the City to give written notice of the disapproval of any exception within thirty (30) days of receipt of the title report shall be deemed an approval of all exceptions. If the City disapproves any exception, SCSCAI shall have ten (10) calendar days from the date of SCSCAI's receipt of written notice of disapproval to agree to remove the exception. If SCSCAI does not agree to remove the exception within said ten day period, or does not respond to the objection within 10 calendar days from the date of SCSCAI's receipt of written notice of disapproval, this Agreement may be terminated by the City. The City may waive the objection by notifying the escrow agent in writing of its waiver and close escrow.

G. Title Insurance. The City shall obtain and pay for title insurance at its option.

H. Taxes and Assessments. All Real Estate Property Taxes and government assessments accrued prior to the closing shall be borne by SCSCAI. Subsequent to closing, the City shall only be obligated to pay any outstanding government assessments applicable to the City, if any. No SCSCAI homeowner's association dues or assessments shall accrue against the Subject Property, and the City shall not be obligated to pay any SCSCAI homeowner's association dues or assessments, for any reason. The payment of Real Estate Transfer Taxes for the Subject Property shall be Zero Dollars ($0.00). The payment of Real Estate transfer Taxes for the Cheyenne Parcels shall be Zero Dollars ($0.00).

I. Conditions precedent to Closing. The escrow shall not close, and the conveyance of the Subject Property and the Cheyenne Parcels to the City shall not occur until such time as the following actions occur:

1. Written SCSCAI Board approval of the Fire Station site plan is deposited by SCSCAI with the escrow agent;

2. Written SCSCAI Board approval of construction of the Fire Station upon the terms indicated herein is deposited by SCSCAI with the escrow agent;

3. Written SCSCAI Board approval of the conveyance of the Subject Property and Cheyenne Parcels upon the terms indicated herein is deposited by SCSCAI with the escrow agent;

4. Notice of Final Action of the Las Vegas City Council for any land use entitlements deemed necessary by the Director of Planning and Zoning permitting the construction of the Fire Station is deposited by the City with the escrow agent;

5. Parcel map to create the Subject Parcel approved by the City, ready for recordation is deposited with the escrow agent;

6. Grant, bargain and sale deeds signed by SCSCAI and deposited with the escrow agent as provided herein and deposit by the City of one dollar ($1.00);

7. Inspection by the City and SCSCAI of the Cheyenne Parcels, to include existing landscaping, the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall, as well as completion of all repairs to any existing damage to the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall, to include painting over existing graffiti, as well as repair of any existing structural damage to the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall by SCSCAI. A document indicating acceptance by the City of the completion of such maintenance and repairs to the northern wall of the drainage channel by SCSCAI shall be deposited with the escrow agent;

8. An agreement to be approved by the City Manager and SCSCAI indicating amount and manner of reimbursement to SCSCAI by the City, as provided by the terms of this Agreement, for SCSCAI' redesign and physical reconfiguration of the tee box affected by the Subject Property. This agreement shall be deposited with the escrow agent;

9. An agreement approved by the City Council and SCSCAI pertaining to the maintenance and repair of the SCSCAI Homeowner's Perimeter Wall (as shown in "Exhibit 5") and all drainage facilities east of the perimeter wall of the Fire Station consistent with the terms of this agreement. Such agreement shall include provisions that indicate that the adjacent property owners or SCSCAI, as applicable are solely responsible for the maintenance and/or repair of the SCSCAI Homeowner's Perimeter Wall, including, but not limited to: general maintenance, structural integrity, graffiti removal and any repainting or stucco repair pursuant to the SCSCAI CC&Rs. This agreement shall be deposited with the escrow agent; and

10. An encroachment agreement approved by the City Manager and SCSCAI, whereby SCSCAI's golf course customers may enter the Subject Property for the purpose of playing golf, in exchange for SCSCAI' holding the City harmless and fully indemnifying the City and its officers and employees for any claims, causes of action or lawsuits based upon injury or death occurring upon the Subject Property and arising out of SCSCAI' use of the Subject Property. In addition, the encroachment agreement shall indicate that SCSCAI shall fully maintain the Subject Property until such time as the Tee Box reconstruction is commenced.

J. Closing. Upon such time as the City and SCSCAI have performed pursuant to the terms and covenants of this Agreement and satisfied the conditions precedent, the escrow agent shall deliver the escrow proceeds of one dollar to SCSCAI, record the parcel map creating the Subject Property, record the deed for the Subject Property, record the deeds for the Cheyenne Parcels and deliver all deeds to the City.

II. City Obligation to Construct Fire Station.

A. Fire Station Design. The City shall design a fire station for construction upon the Subject Property that satisfies the following conditions:

1. The fire station building shall be no larger than seven thousand, nine hundred square feet (7,900 sq.ft.), and not have more than two apparatus bays;
2. The fire station building shall conform to the SCSCAI architectural and color standards and will be complementary in design to surrounding residences;
3. Geometrics permitting, the fire station shall be designed to be a "back-in" station, and not a "drive-through" station;
4. The fire station building will include one room, no larger than one-hundred twenty (120) square feet to be used exclusively by the SCSCAI Emergency Response Team for the storage of SCSCAI Emergency Response Team Equipment. The room shall be air-conditioned and accessible from the outside only. The type of equipment to be stored in this room shall not be flammable, and the type and quantity of stored equipment is at the discretion of the Fire Chief. The SCSCAI Emergency Response Team will be given a key or key card (whichever is utilized) to access the storage room, but access to the storage room is at the discretion of the person in charge at the fire station, who will also have access to the room. SCSCAI understands that the person in charge of the fire station may access the room from time to time to confirm that no improper materials are stored at the fire station and for good cause this person in charge may from time to time be required to restrict SCSCAI access to this storage room; and
5. The fire station shall not be initially designed with a security gate and/or walls (other than a perimeter wall), but subsequent construction of such a

gate or walls (other than a perimeter wall) is at the discretion of the Fire Chief, upon consultation with SCSCAI. If a gate or walls (other than a perimeter wall) are ultimately determined to be necessary, the design of the gate and/or walls (as with the perimeter wall) shall comply with the SCSCAI architectural and color standards. However, SCSCAI is limited to commenting on the aesthetics of such a gate and/or walls and SCSCAI board approval shall not be unreasonably withheld for the City's construction of the gate and/or walls.

B. Fire Station Construction.

The City shall construct a fire station upon the Subject Property, and the City will use its best efforts to commence construction of the fire station within ten (10) years after the effective date of this Agreement. SCSCAI acknowledges and agrees that the timing of construction shall be at the sole discretion of the City, but not before the following actions occur:

1. The City shall notify SCSCAI that construction of the Fire Station shall commence within one hundred-eighty (180) days, and SCSCAI shall complete all necessary reconstruction of the Tee Box to accommodate the fire station construction upon the Subject Property. Tee Box reconstruction shall not commence prior to receiving notification of the commencement of fire station construction from the City. The Tee Box reconstruction shall be completed to the satisfaction of each Party before construction of the fire station commences.
2. All necessary approvals for construction of the fire station have been granted by the appropriate entities and authorities;
3. Conveyance of the Subject Property and Cheyenne Parcels to the City as provided herein; and
4. Construction of a perimeter wall on the Subject Property by the City (which shall be a wrought iron fence with pilasters consistent with SCSCAI architectural and color standards) in accordance with SCSCAI and City Council site plan approvals.

C. Fire Station Operation. The City will staff and operate the fire station as soon as practicable subsequent to the completion of construction of the fire station. SCSCAI acknowledges and agrees that the timing of staffing and operation of the fire station shall be at the sole discretion of the City.

1. Staffing. Upon commencing the operation of the Fire Station, CLVFR will endeavor to man the fire station with a minimum of six (6) firefighters. SCSCAI acknowledges and agrees that such staffing levels shall be at the sole discretion of the Fire Chief.
2. Apparatus. Upon commencing the operation of the Fire Station, CLVFR will endeavor to equip the station with at least one rescue unit and one

engine. SCSCAI acknowledges and agrees that equipment allocation shall be at the sole discretion of the Fire Chief.

3. Operating Procedures. CLVFR shall operate the fire station pursuant to CLVFR standard operating procedures for its fire station. SCSCAI acknowledges and agrees that CLVFR standard operating procedures may be amended from time to time at the sole discretion of the Fire Chief. However, regarding noise control, CLVFR and SCSCAI agree to the following:
   a. the fire station will have no outdoor speakers of any kind, unless otherwise required by law;
   b. the equipment at the fire station will be equipped with back-up alarms, but CLVFR shall endeavor to utilize a quiet system for back-up guidance when backing equipment into the station.
   c. attached hereto at Exhibit "6" is the current CLVFR noise control standard operating procedure. SCSCAI acknowledges and agrees that this noise control standard operating procedure may be amended from time to time at the sole discretion of the Fire Chief.
   d. The fire station will be designed with an outdoor barbeque and picnic table for use by the firefighters assigned to the fire station, their families and their guests. CLVFR will take all reasonable measures to minimize loud and prolonged noise emanating from the barbeque and picnic area.

III. City Obligation to Reimburse SCSCAI for Reconstruction of Tee Box.

As indicated above, a condition precedent to closing is the documentation of the City obligation to reimburse SCSCAI for costs, associated with the design and reconstruction of a tee box, associated cart paths and drainage facilities necessary for the construction of the fire station that are within the area of the reconstructed tee boxes and associated cart paths ("Tee Box") affected by the creation and conveyance of the Subject Property as depicted on Exhibit 1. In addition, construction of the fire station may not begin until such time as the reconstruction of the Tee Box is complete.

A. Reimbursement Not-to-Exceed Amount. Any reimbursement to SCSCAI by the City for design and reconstruction of the Tee Box affected by the creation and conveyance of the Subject Parcel shall not exceed $184,195.00, except that once design of the Tee Box commences, any City-mandated changes that increase costs shall also be paid for by the City. The same shall be true of any City-mandated changes that occur during the reconstruction phase of the Tee Box. The agreement to be negotiated for reimbursement of these monies shall indicate that if the actual cost of reconstruction exceeds the not-to-exceed amount, then the Parties shall renegotiate such not-to-exceed amount in order to reasonably reimburse SCSCAI for the costs of reconstruction at the time of reconstruction of the Tee Box.

B. City's Obligation to Reimburse. The City's obligation to reimburse SCSCAI for the design and reconstruction of the Tee Box accrues only upon the completion of the reconstruction of the Tee Box. Actual reimbursement of costs will occur as defined by that certain agreement of the Parties as delineated by paragraph Section I(I)(8), herein.

C. City Termination of Agreement. If this Agreement is terminated by the City as provided by Section IV(A) or (B) herein prior to or after the conveyance of the Subject Parcel to the City, and provided that SCSCAI received written notification regarding construction of the fire station as provided by II(B)(1) herein, and SCSCAI completed reconstruction of the Tee Box, the City shall pay to SCSCAI all monies necessary to complete the Tee Box reconstruction in accordance with Section III(A) above as liquidated damages for the termination of this Agreement by the City.

D. SCSCAI Termination of Agreement Prior to Conveyance of Subject Property. If this Agreement is terminated by SCSCAI (for other than an uncured breach by the City) as provided by Section IV(A) herein prior to the conveyance of the Subject Parcel to the City, SCSCAI acknowledges and agrees that the City shall have no obligation to reimburse SCSCAI for any costs associated with the design and reconstruction of the Tee Box, nor any other damages, of any kind, associated with the design and reconstruction of the Tee Box, specifically including any costs necessary to return the Tee Box back to its original position.

E. SCSCAI Termination of Agreement After Conveyance of Subject Property. If this Agreement is terminated by SCSCAI (for other than an uncured breach by the City) as provided by Section IV(C) herein after the conveyance of the Subject Parcel to the City, and provided that SCSCAI received written notification regarding construction of the fire station as provided by II(B)(1) herein, and SCSCAI completed reconstruction of the Tee Box, the City shall pay to SCSCAI all monies necessary to complete the Tee Box reconstruction in accordance with Section III(A) above as liquidated damages for the termination of this Agreement by the City.

IV. Termination of Agreement

A. By Either Party; Without Cause. This Agreement may be terminated by either Party, for any reason, or no reason at all, upon fourteen (14) calendar days notice to the other Party at any time prior to the close of escrow and conveyance of the Subject Property and the Cheyenne Parcels to the City. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above. Once escrow has closed and the Subject Property and the Cheyenne Parcels have been conveyed to the City, termination of this Agreement by either Party is only permitted pursuant to IV(B) or IV(C) below.

B. By the City; Failure to Fund Construction. This Agreement may be terminated by the City, upon a declaration by the City Council at a regularly-scheduled public hearing that the City is not going to fund the construction of the fire station contemplated by this Agreement. Upon this declaration, this Agreement is terminated, and the City shall, by grant, bargain and sale deed, convey the Subject Property back to SCSCAI and SCSCAI shall accept such conveyance and record the deeds reconveying such property. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above.

C. By SCSCAI; For Cause after Designated Time Period. This Agreement may be terminated by SCSCAI, if the City has not commenced construction by a date prior to ten years from the effective date of this Agreement. SCSCAI shall deliver a written notice of termination to the City, and upon receipt of such notice, the City shall, by grant, bargain and sale deed convey the Subject Property and the Cheyenne Parcels back to SCSCAI and SCSCAI shall accept such conveyance and record the deeds reconveying such property. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above.

V. Reversion of Subject Parcel to SCSCAI; Limitations.

A. Reversion of the Subject Parcel to SCSCAI. If the City discontinues the use of the Subject Property as a fire station, the Subject Property shall revert back to the ownership of SCSCAI, except as otherwise provided below. For SCSCAI to assert such right of reversion, a discontinuation of use must occur for a period of time longer than one-hundred eighty consecutive (180) calendar days from the date upon which the use of the Subject Property as a fire station was discontinued by the City. At all times subsequent to a discontinuation of the use of the Subject Property as a fire station, the City agrees that it will continue to maintain the Subject Property in a reasonable condition, unless SCSCAI's right to reversion accrues and SCSCAI exercises such right.

B. Use of the Subject Property for an Agreed Public Use Permitted. The Parties acknowledge that the intended use for the Subject Property is as a fire station. However, during the 180 consecutive day period where the use of the fire station is discontinued by the City ("Period of Discontinued Use"), the City and SCSCAI shall meet and confer in good faith as to what other appropriate public uses by the City and residents of SCSCAI, if any, would be acceptable to SCSCAI on the Subject Property and otherwise specifically permitted by the CC&Rs of SCSCAI. During the Period of Discontinued Use, the SCSCAI Board shall consider proposed alternative public uses at a public meeting of the SCSCAI Board, and such proposed public uses shall not be unreasonably denied by the SCSCAI Board. If an alternative public use is approved by the SCSCAI Board, SCSCAI has no right to assert its right of reversion to the Subject Property.

C. Right of Reversion Accrual. SCSCAI acknowledges and understands that it cannot assert any right to revert based upon a delay in the actual construction or initial operation of the fire station by the City, except as provided by Section IV(C), herein.

D. Except as otherwise provided by Section IV(C), above, once the Cheyenne Parcels are conveyed to the City, the Cheyenne Parcels shall remain the property of the City and the City shall be responsible for all costs involved in timely and properly maintaining these parcels. Additionally, the City shall not place any building(s) or other structure(s) on the Cheyenne Parcels without first giving written notice to and receiving input from SCSCAI.

VI. Default and Effect of Default

A. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a five (5) business day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which five (5) business day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

If the default cannot be reasonably cured within the five (5) business day cure period, the non-compliant Party may request a reasonable extension of time from the other Party to cure the default, and as long as the non-compliant party is reasonably acting to cure the default, then the Party alleging the non-compliance shall take no further action. If the non-compliant party does not act reasonably in its cure of the alleged default, the Party alleging the non-compliance may declare the non-compliant party in default.

B. Default; Remedies. If a default exists pursuant to Section VI(A), above, or an alleged default is not corrected within the relevant cure period pursuant to Section VI(A) above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

VII. Miscellaneous Provisions.

A. SCSCAI Representations. SCSCAI represents and warrants as follows:

1. SCSCAI is a Nevada non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement.

2. The person signing this Agreement and any documents and instruments in connection herewith on behalf of the SCSCAI has full power and authority to do so. All necessary action has been taken to duly authorize the

execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by SCSCAI of the covenants and obligations to be performed and carried out by it hereunder.

3. SCSCAI, to the best of the SCSCAI' knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

4. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by SCSCAI or filed by the SCSCAI, or to the best of SCSCAI' knowledge, pending in any current judicial or administrative proceeding against SCSCAI.

B. City Representations. The City represents and warrants as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

C. Further Assurances. The Parties shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

D. Survival--Closing. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive each Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

E. Time of Essence. Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. No provision of the Escrow Instructions shall extend the date of Closing or provide either party hereto with any grace period not provided in this Agreement.

F. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and SCSCAI. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

G. Governing Law. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Nevada.

H. Entire Agreement; Amendment. Save and except for other agreements to be executed by the Parties as provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon either Party unless in writing signed by a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by that Party, or of any other provision or condition of the Agreement.

I. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

J. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

K. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, SCSCAI warrants that it has disclosed, on the form attached hereto as "Exhibit 7", all principals and partners of

SCSCAI as well as all persons and entities holding more than one percent (1%) interest in SCSCAI. Throughout the term hereof, the SCSCAI shall notify the City in writing of any significant change in the above disclosure within fifteen (15) days of any such change.

L. Maintenance of Cheyenne Parcels and Northern Flood Channel Wall by City. Upon conveyance of the Cheyenne Parcels to the City as provided herein, the City shall maintain any landscaping existing at the time of conveyance and the northern flood channel wall a part of the Cheyenne Parcels according to City maintenance standards. At no time will the City be responsible for the maintenance, repair, replacement or structural integrity of any SCSCAI Homeowner's Perimeter Wall. A depiction of the Northern Flood Channel Wall is attached hereto as "Exhibit 10".

SCSCAI acknowledges and understands that the City has no plans to improve the landscaping that exists upon the Cheyenne Parcels and that any change to the landscaping is at the sole discretion of the City.

M. Maintenance of Walls by SCSCAI. SCSCAI acknowledges that any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to the Cheyenne Parcels are the responsibility of SCSCAI and such walls shall be maintained and repaired by SCSCAI. The City shall permit SCSCAI to enter the Cheyenne Parcels to repair or maintain such walls upon reasonable notice and approval by the City Department of Field Operations. At the option of SCSCAI, it may request an appropriate written instrument from the City to enter onto the Cheyenne Parcels for maintenance and repair purposes.

SCSCAI hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against the City by any party for maintenance, repair, replacement or any other structural damage that occurs or did occur or was alleged to have occurred in the design or construction of any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to the Cheyenne Parcels. As provided at Section I(I)(9), the Parties will negotiate and execute a separate agreement requiring SCSCAI to maintain such walls, and such agreement will delineate the standard by which such walls will be maintained.

N. Ownership and Maintenance of the Drainage Facilities off of the Fire Station property by SCSCAI. SCSCAI acknowledges that the alignment and discharge points for the proposed storm drain improvements as depicted on the approved improvements plans are acceptable to the SCSCAI. SCSCAI does own and shall maintain those portions of the storm drain facilities, inclusive of pipes, cleanouts and riprap located on the SCSCAI property in accordance with the approved improvement plans.

The City acknowledges that it does own and shall maintain those portions of the storm drain facilities located on the Subject Property in accordance with the approved improvement plans.

O. Limited Indemnification.

1. City Indemnification of SCSCAI. Subject to NRS Chapter 41, the City shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless SCSCAI, and its respective officers, members, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, which may arise out of, be caused by or result from the City's performance of its obligations under this Agreement.

2. SCSCAI Indemnification of City. Subject to NRS Chapter 41, SCSCAI shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the City, and its respective officers, members, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, which may arise out of, be caused by or result from SCSCAI' performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS
DEPUTY CITY ATTORNEY

Exhibit 1

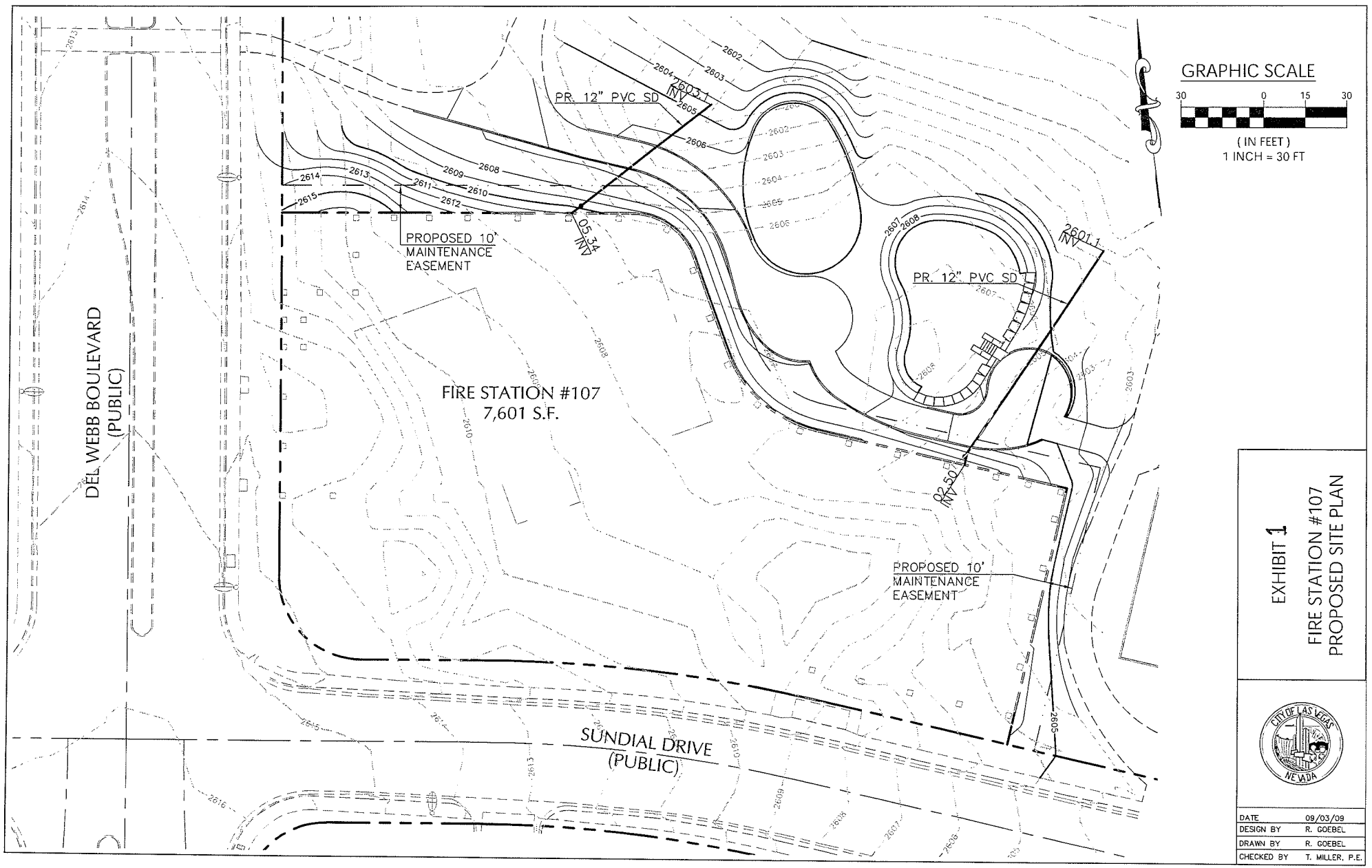


EXHIBIT 1

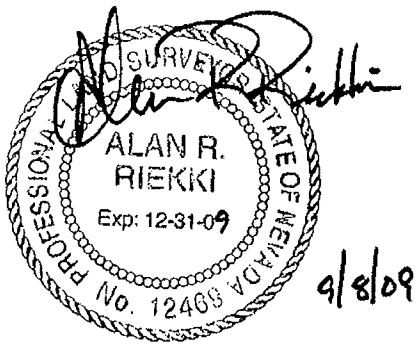
FIRE STATION #107
PROPOSED SITE PLAN

DATE	09/03/09
DESIGN BY	R. GOEBEL
DRAWN BY	R. GOEBEL
CHECKED BY	T. MILLER, P.E.

Exhibit 2

RE: APN 138-17-310-001

SEPTEMBER. 8, 2009
BY: ARR
P.R. BY HJB



EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND FOR FIRE STATION 107, LOCATED WITHIN PARCEL 1 OF PARCEL MAP: FILE 84-12, LOCATED AT THE NORTHEAST CORNER OF DEL WEBB BOULEVARD AND SUNDIAL DRIVE, IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF DEL WEBB BOULEVARD AND SUNDIAL DRIVE, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 84 OF PARCEL MAPS, AT PAGE 12; THENCE NORTH 07°00'00" EAST, ALONG THE CENTERLINE OF SAID DEL WEBB BOULEVARD, 192.63 FEET; THENCE SOUTH 83°00'00" EAST, DEPARTING THE CENTERLINE OF SAID DEL WEBB BOULEVARD, 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEL WEBB BOULEVARD, SAME BEING THE **POINT OF BEGINNING;**

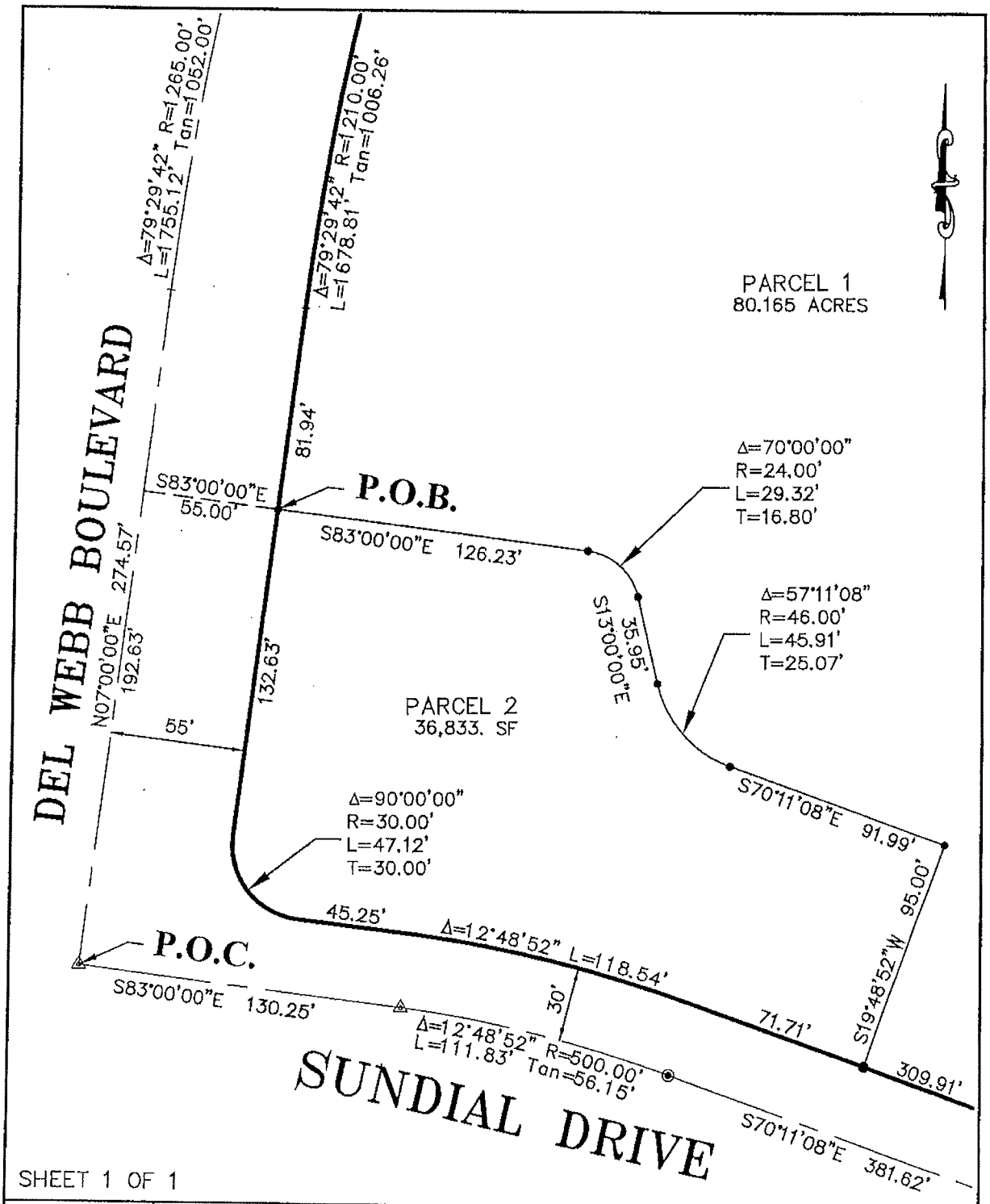
THENCE SOUTH 83°00'00" EAST 126.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 29.32 FEET THROUGH A CENTRAL ANGLE OF 70°00'00"; THENCE TANGENT TO SAID CURVE SOUTH 13°00'00" EAST, 35.95 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 46.00 FEET; THENCE SOUTHEASTERLY 45.91 FEET THROUGH A CENTRAL ANGLE OF 57°11'08"; THENCE TANGENT TO SAID CURVE, SOUTH 70°11'08" EAST, 91.99 FEET; THENCE SOUTH 19°48'52" WEST, 95.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SUNDIAL DRIVE; THENCE NORTH 70°11'08" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 71.71 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 530.00 FEET; THENCE WESTERLY

ALONG SAID CURVE, 118.54 FEET, THROUGH A CENTRAL ANGLE OF 12°48'52"; THENCE TANGENT TO SAID CURVE NORTH 83°00'00" WEST, 45.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 47.12 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEL WEBB BOULEVARD; THENCE NORTH 07°00'00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 132.63 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 36,833 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS:
NORTH 07°00'00" EAST, BEING THE BEARING OF THE CENTERLINE OF DEL WEBB BOULEVARD, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER , CLARK COUNTY NEVADA IN FILE 84 OF PARCEL MAPS, AT PAGE 12.

END OF DESCRIPTION.



SHEET 1 OF 1

CITY OF LAS VEGAS NEVADA	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION A PORTION OF S. 18 &18 T. 20 S., R. 60 E. M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: FIRE STATION 107, EXHIBIT
		DRAWN BY: HJB
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	CHECKED BY: ARR
		DATE: 09-08-2009

Exhibit 3

EXHIBIT "3"

Cheyenne Parcles

CITY OF LAS VEGAS
FIELD OPERATIONS

N

Prepared by the City of Las Vegas
Real Estate & Utilities Section
9.04.09

Exhibit 4

JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

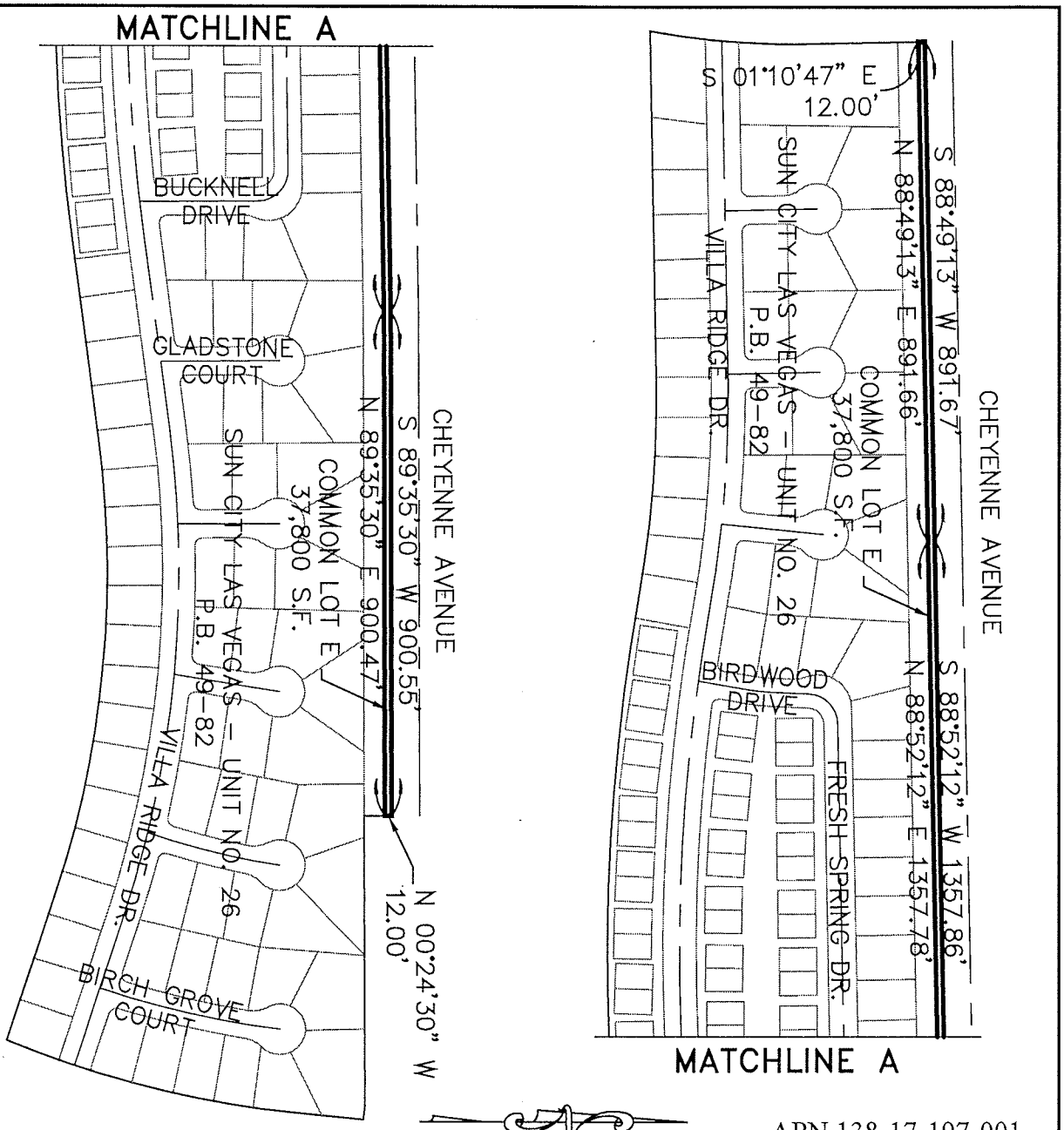
LEGAL DESCRIPTION
APN 138-17-197-001 &
APN 138-18-597-003

BEING COMMON LOT E OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 26" RECORDED JUNE,5, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 49 OF PLATS, AT PAGE 82, LYING WITHIN SECTIONS 17 & 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 37,800 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-597-003.doc



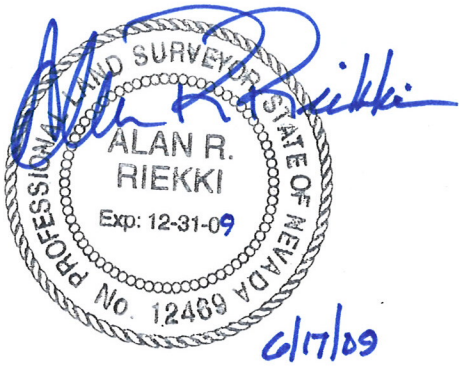
SCALE: 1" = 300'

APN 138-17-197-001
& 138-18-597-003

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°52'12" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 26", RECORDED IN BOOK 49 OF PLATS, PAGE 82, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT E SUN CITY LAS VEGAS – UNIT NO. 26 RECORDED IN BOOK 49 OF MAPS, PAGE 82, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05–26–2009



JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

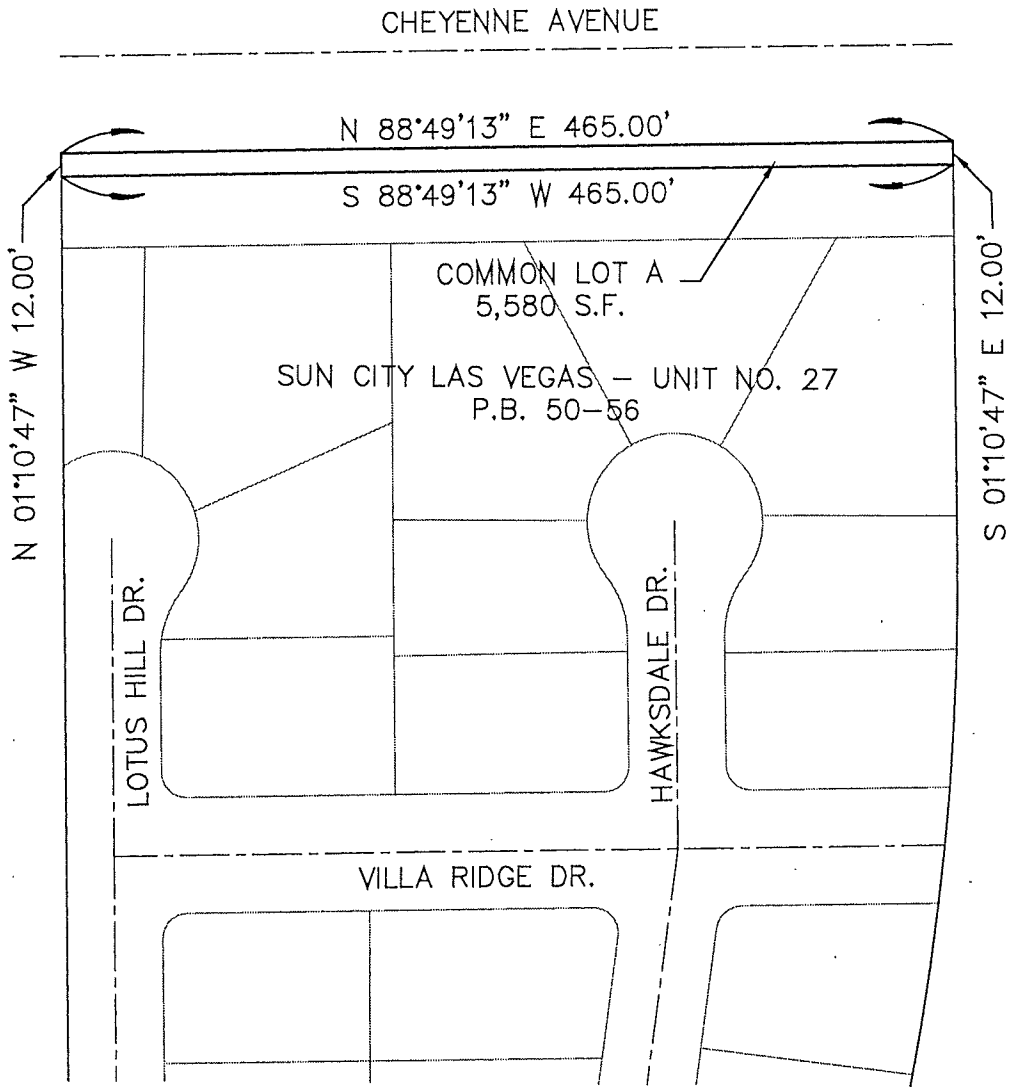
LEGAL DESCRIPTION
APN 138-18-597-001

BEING COMMON LOT A OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 27" RECORDED AUGUST 16TH, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 50 OF PLATS, AT PAGE 56, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 5,580 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-597-001.doc



SCALE: 1" = 100'

APN 138-18-597-001

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°49'13" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 27", RECORDED IN BOOK 50 OF PLATS, PAGE 56, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT A SUN CITY LAS VEGAS – UNIT NO. 27 RECORDED IN BOOK 50 OF MAPS, PAGE 56, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009

JUNE 12, 2009
BY: ARR
P.R. BY: JVT
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

LEGAL DESCRIPTION
APN 138-17-597-002

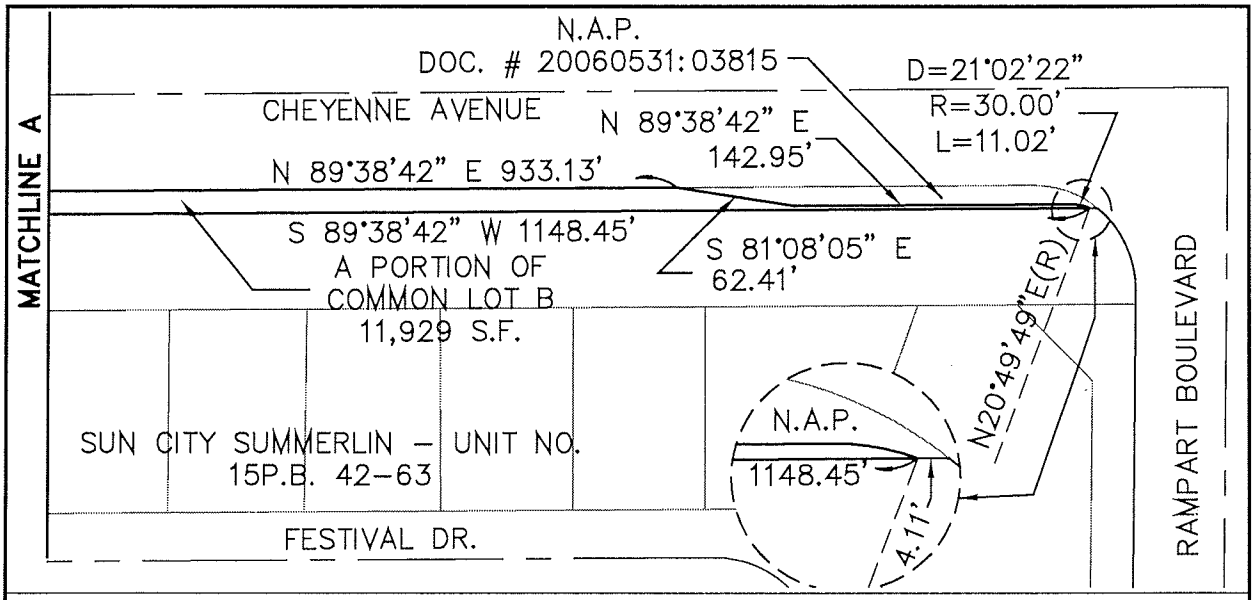
BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 15" RECORDED MAY 12, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 42 OF PLATS, AT PAGE 63, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

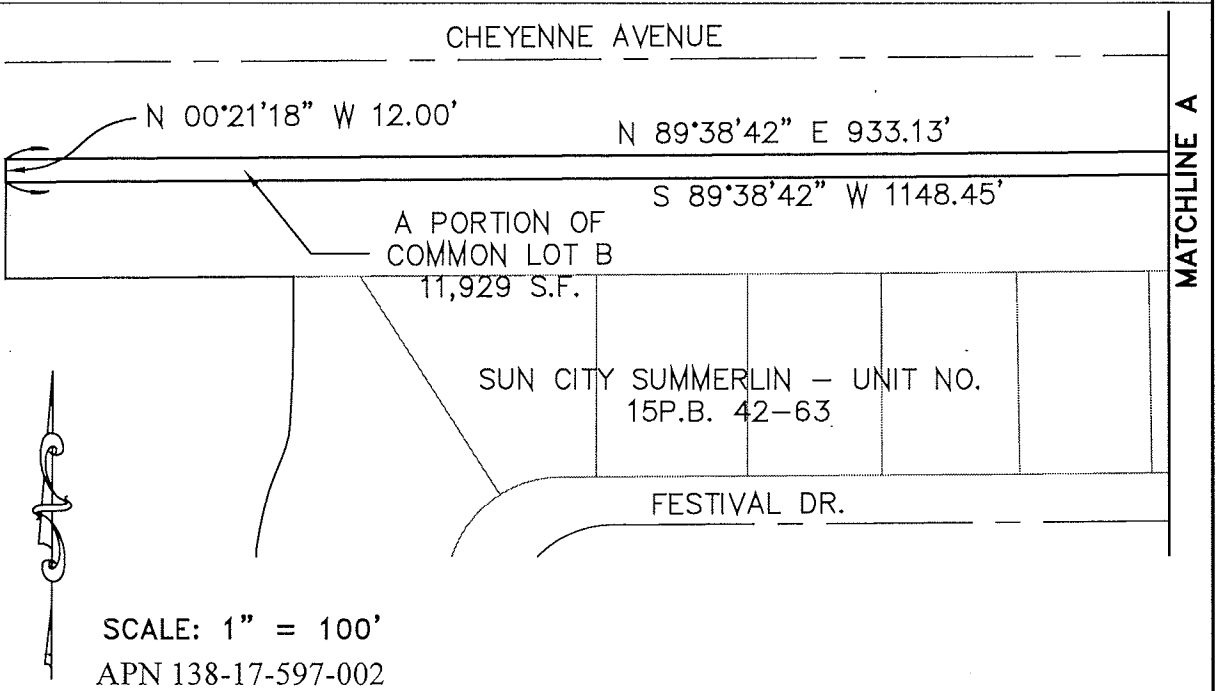
EXCEPTING THEREFROM THAT PORTION OF SAID COMMON LOT B CONVEYED TO THE CITY OF LAS VEGAS BY GRANT DEED RECORDED MAY 5TH, 2006 IN THE OFFICE OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA IN DOCUMENT: 20060531:0003815 CLARK COUNTY, OFFICIAL RECORDS.

CONTAINING 11,929 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\APN 138-17-597-002.do





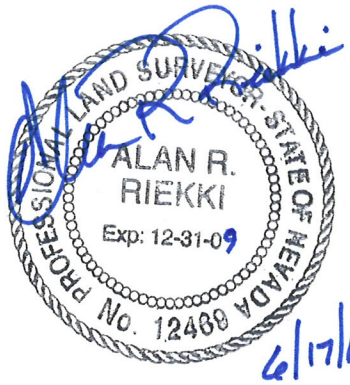
SCALE: 1" = 100'

APN 138-17-597-002

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 89°38'42" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY SUMMERLIN - UNIT NO. 15", RECORDED IN BOOK 42 OF PLATS, PAGE 63, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	A PORTION OF COMMON LOT B SUN CITY SUMMERLIN – UNIT NO. 15 RECORDED IN BOOK 42 OF MAPS, PAGE 63, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05–26–2009



JUNE 15, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

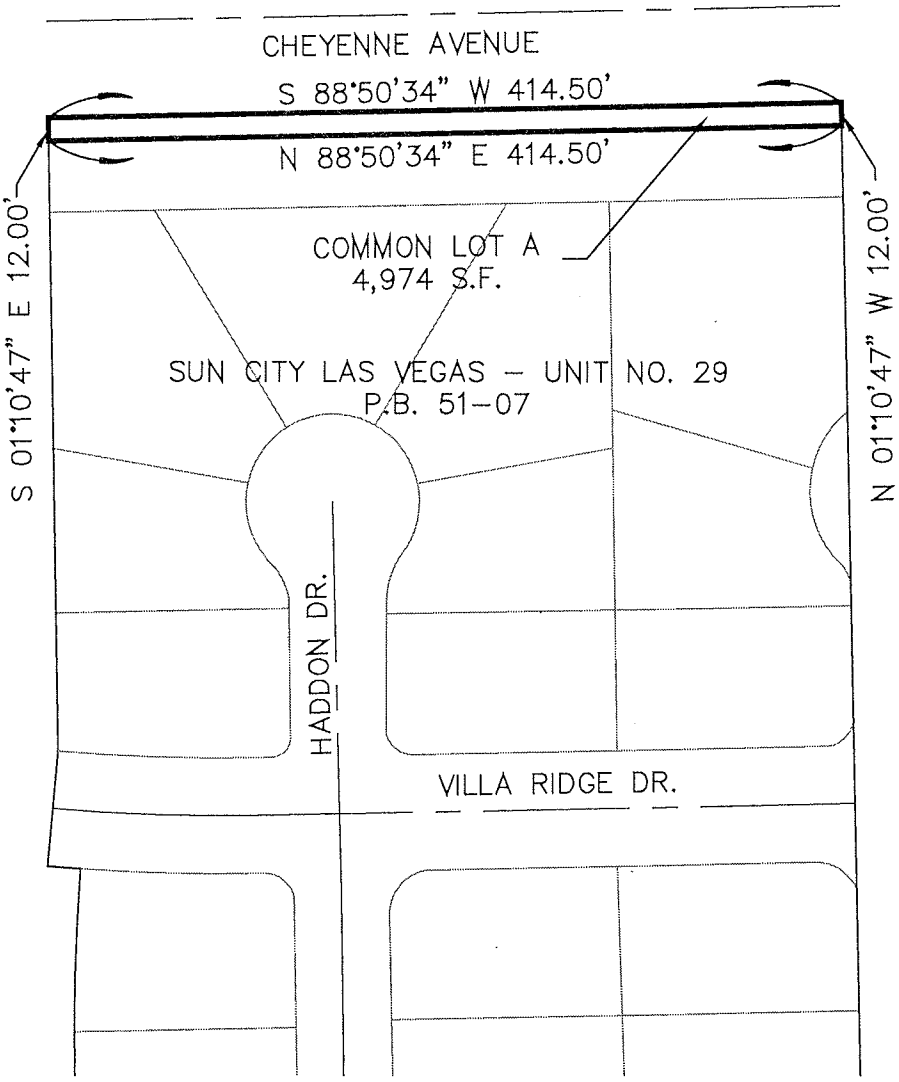
LEGAL DESCRIPTION
APN 138-18-197-006

BEING COMMON LOT A OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 29" RECORDED OCTOBER 18th, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 51 OF PLATS, AT PAGE 7, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 4,974 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-006.doc



SCALE: 1" = 100'

APN 138-18-197-006

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT A SUN CITY LAS VEGAS – UNIT NO. 29 RECORDED IN BOOK 51 OF MAPS, PAGE 07, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05–26–2009

JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

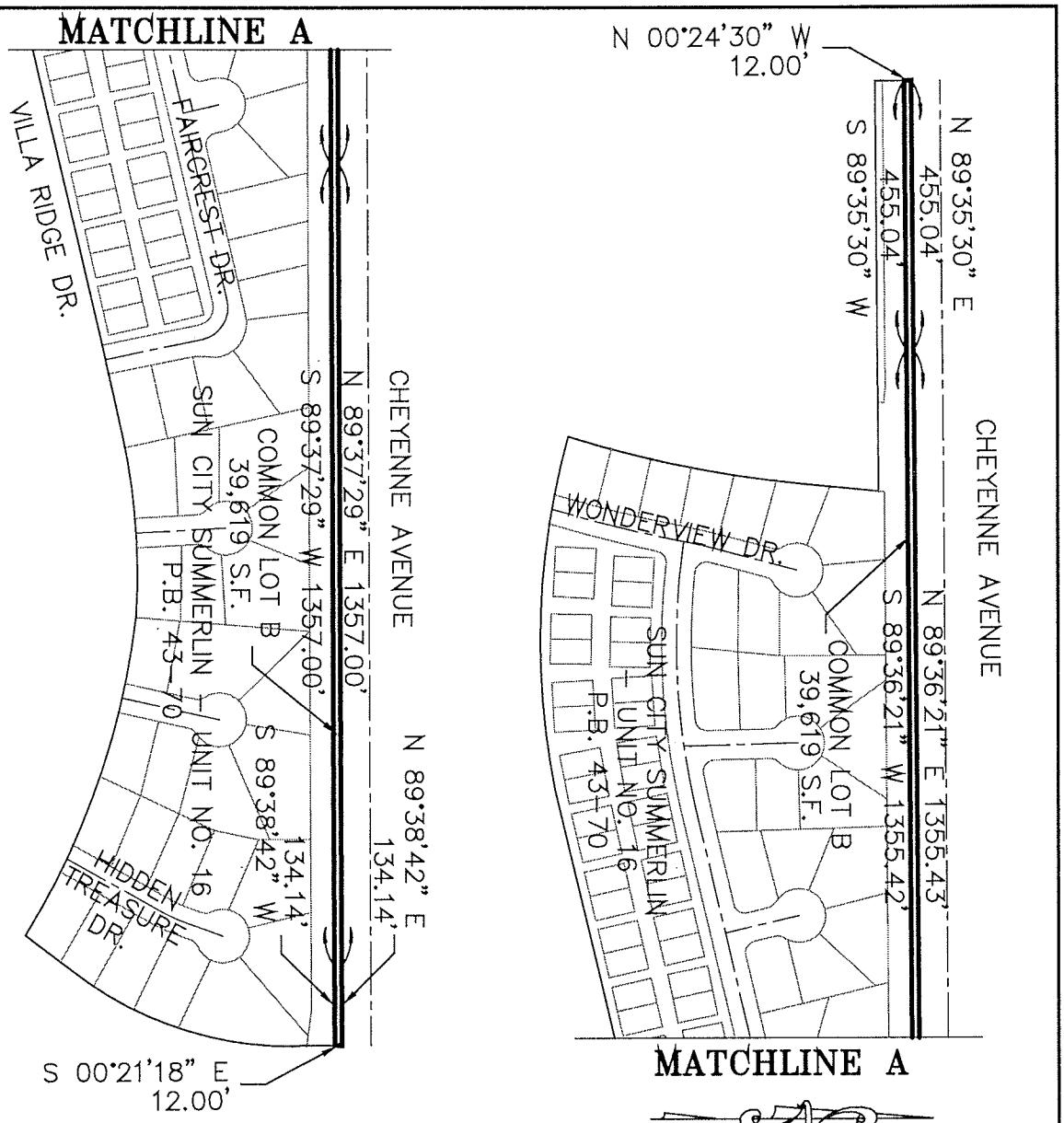
LEGAL DESCRIPTION
APN 138-17-597-001

BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 16" RECORDED SEPTEMBER 1, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 43 OF PLATS, AT PAGE 70, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 39,619 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-17-597-001.doc



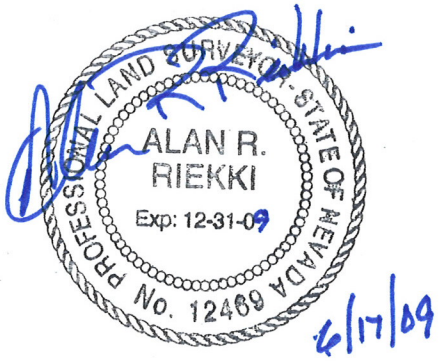
SCALE: 1" = 300'

APN 138-17-597-001
& 138-17-197-002

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 89°36'21" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY SUMMERLIN - UNIT NO. 16", RECORDED IN BOOK 43 OF PLATS, PAGE 70, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT B SUN CITY SUMMERLIN – UNIT NO. 16 RECORDED IN BOOK 43 OF MAPS, PAGE 70, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009



JUNE 15, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

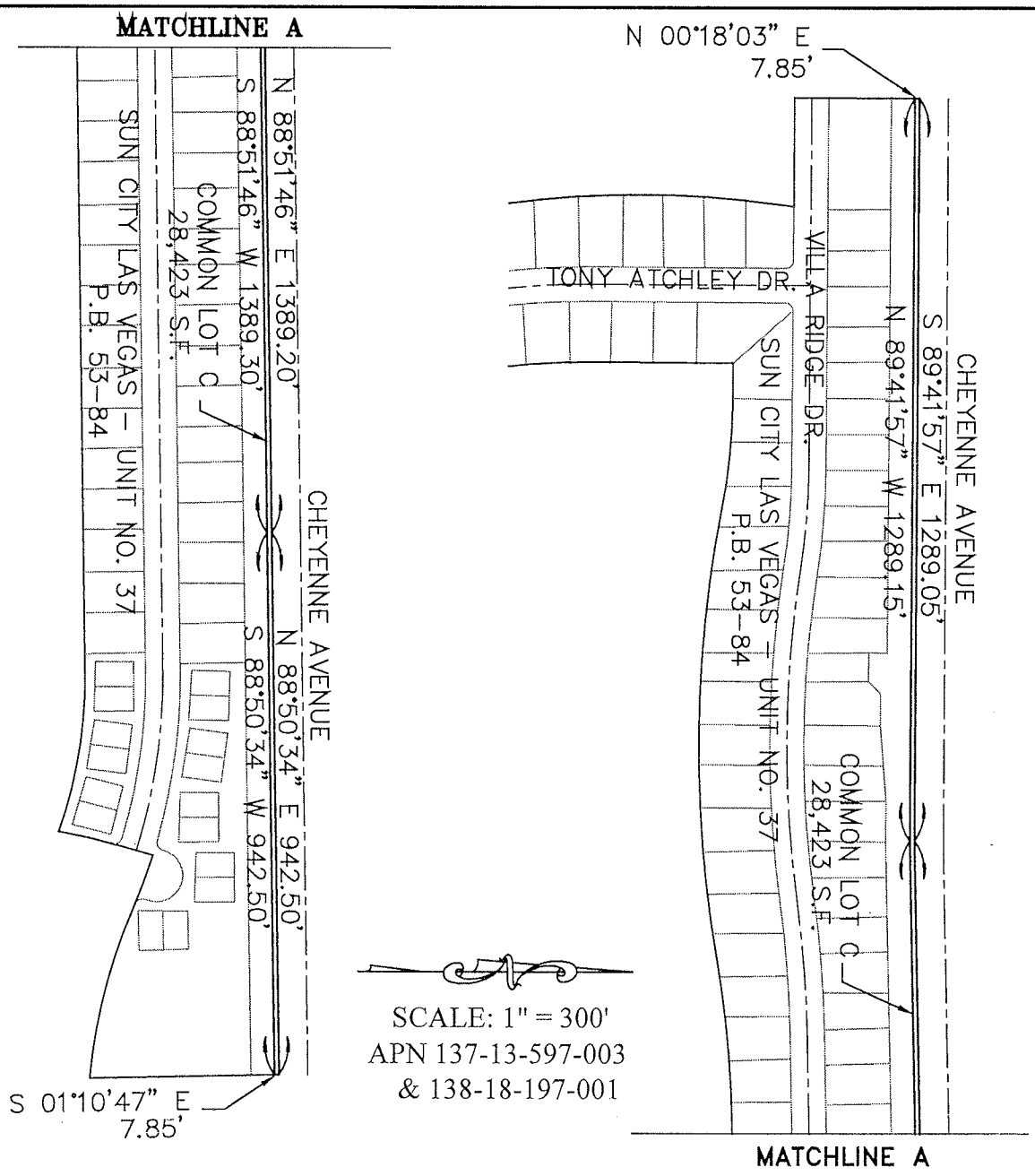
LEGAL DESCRIPTION
APN 138-18-197-001 &
APN 137-13-597-003

BEING COMMON LOT C OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 37" RECORDED SEPTEMBER 4th, 1992 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 53 OF PLATS, AT PAGE 84, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST AND SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 28,423 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

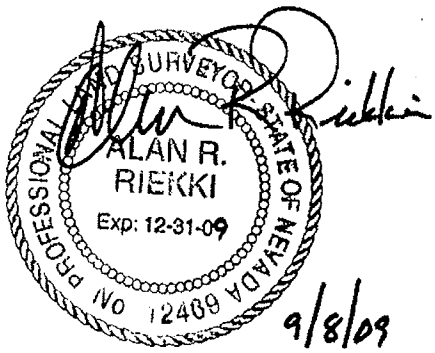
F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-001.doc



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT C SUN CITY LAS VEGAS – UNIT NO. 37 RECORDED IN BOOK 53 OF MAPS, PAGE 84, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009



SEPTEMBER 8, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF CHEYENNE BOULEVARD AND THE 215 BELTWAY FOR DEED PURPOSES.

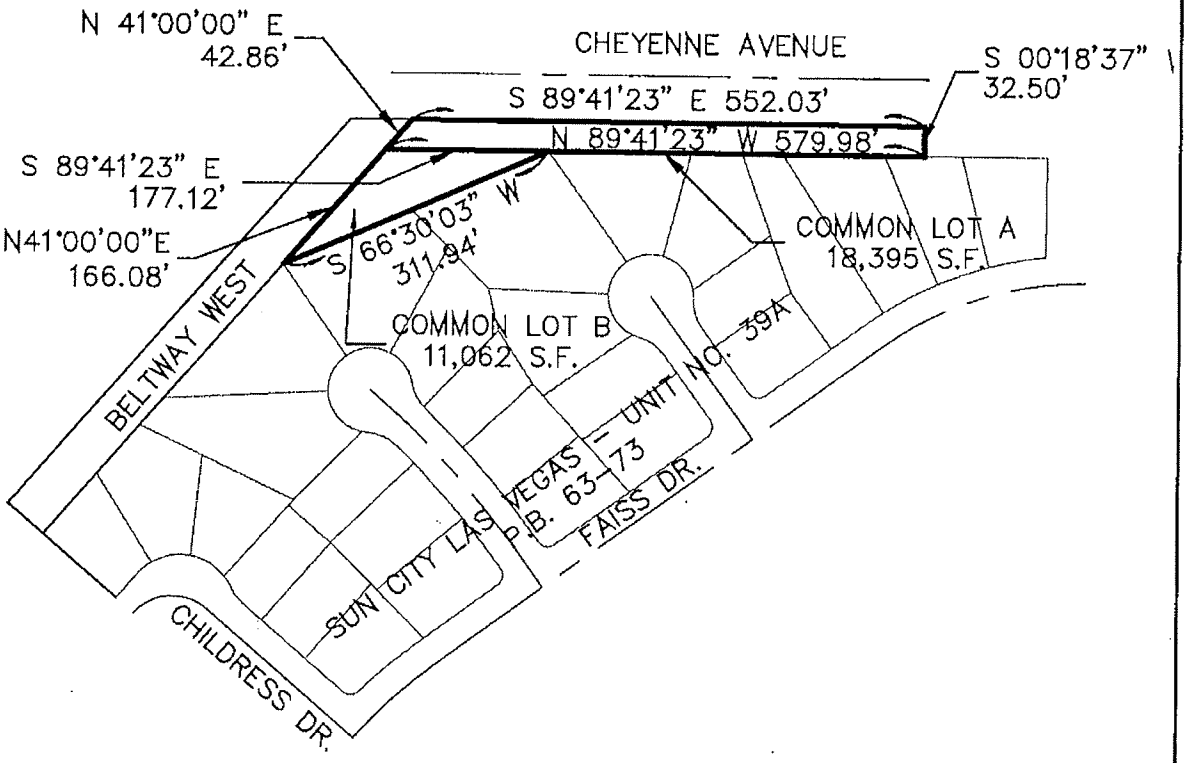
LEGAL DESCRIPTION
APN 137-13-197-005 & APN 137-13-197-008

BEING COMMON LOT "A" AND COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39A" RECORDED AUGUST 31, 1994 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 63 OF PLATS AT PAGE 73, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL ACREAGE OF 29,457 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\137-13-197-005 & 008.doc



SCALE: 1" = 200'
APN 137-13-197-005
& APN 137-13-197-008

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOTS A & B SUN CITY LAS VEGAS – UNIT NO. 39A RECORDED IN BOOK 63 OF MAPS, PAGE 73, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 09-03-2009

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delinlated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

AVERAGE DA VALUE 22

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

	PARCEL BOUNDARY	001 1.00	PARCEL NUMBER ACREAGE
	SUBD BOUNDARY	202	PARCEL SUB/SEQ NUMBER
	ROAD EASEMENT	PB 25-45	PLAT RECORDING NUMBER
	PM/LD BOUNDARY	5	BLOCK NUMBER
	NON-PARCEL LOT LINE	5	LOT NUMBER
	MATCH LINE / LEADER LINE	GL5	GOV. LOT NUMBER
001	ROAD ID NUMBER		

BOOK T20S R59E

	R58E	R59E	R60E
T19S	127	126	125
T20S	136	137	138
T21S	165	164	163

SEC. 13

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

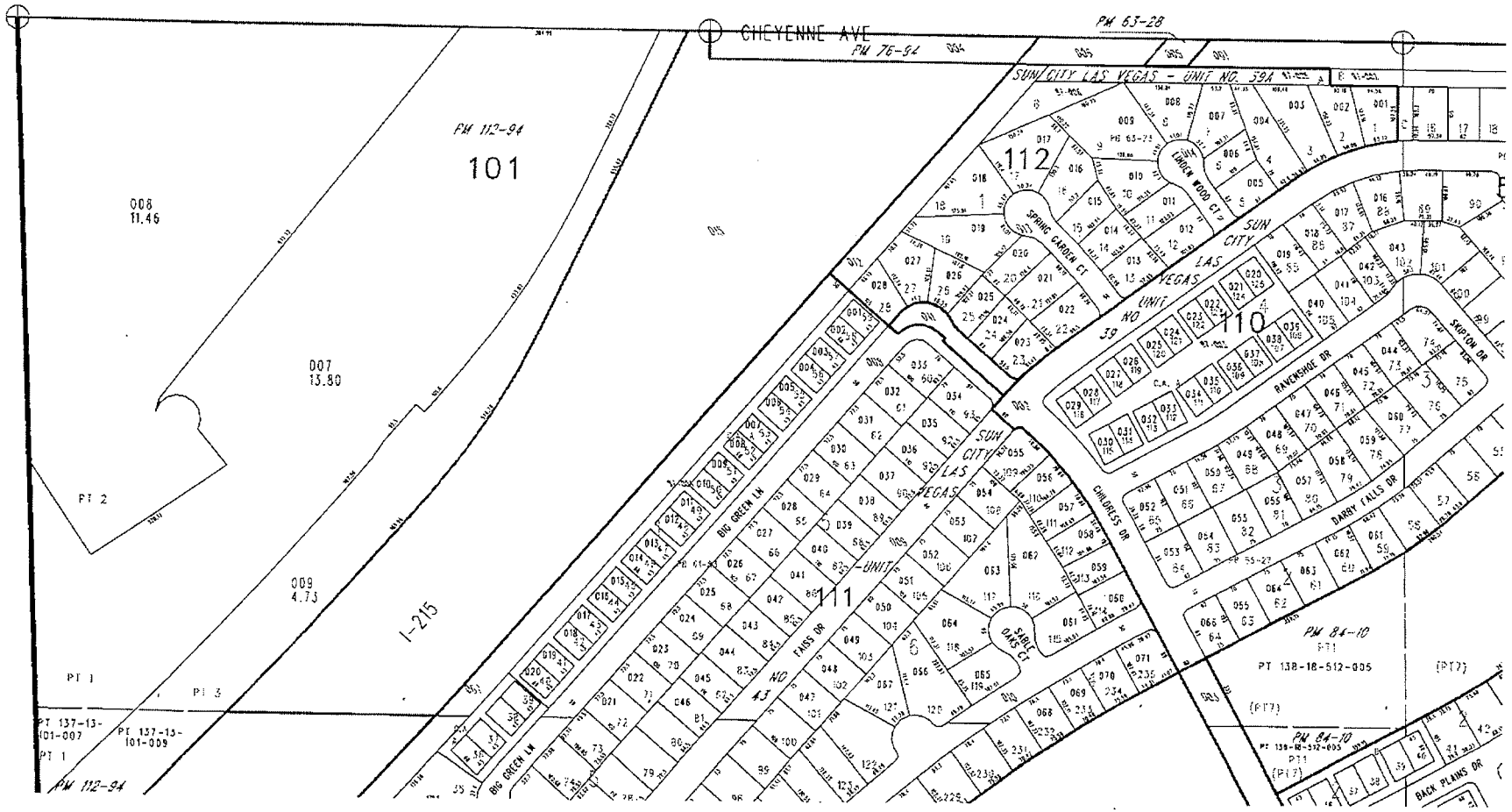
MAP N 2 NW 4

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

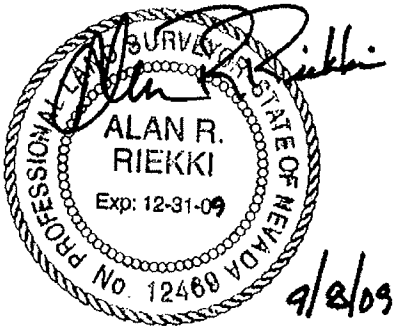
137-13-1

Scale:1"=200'

Rev:11/30/06



TAX DIST 200



SEPTEMBER 8, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTH OF CHEYENNE BOULEVARD EAST OF THE 215 BELTWAY FOR DEED PURPOSES.

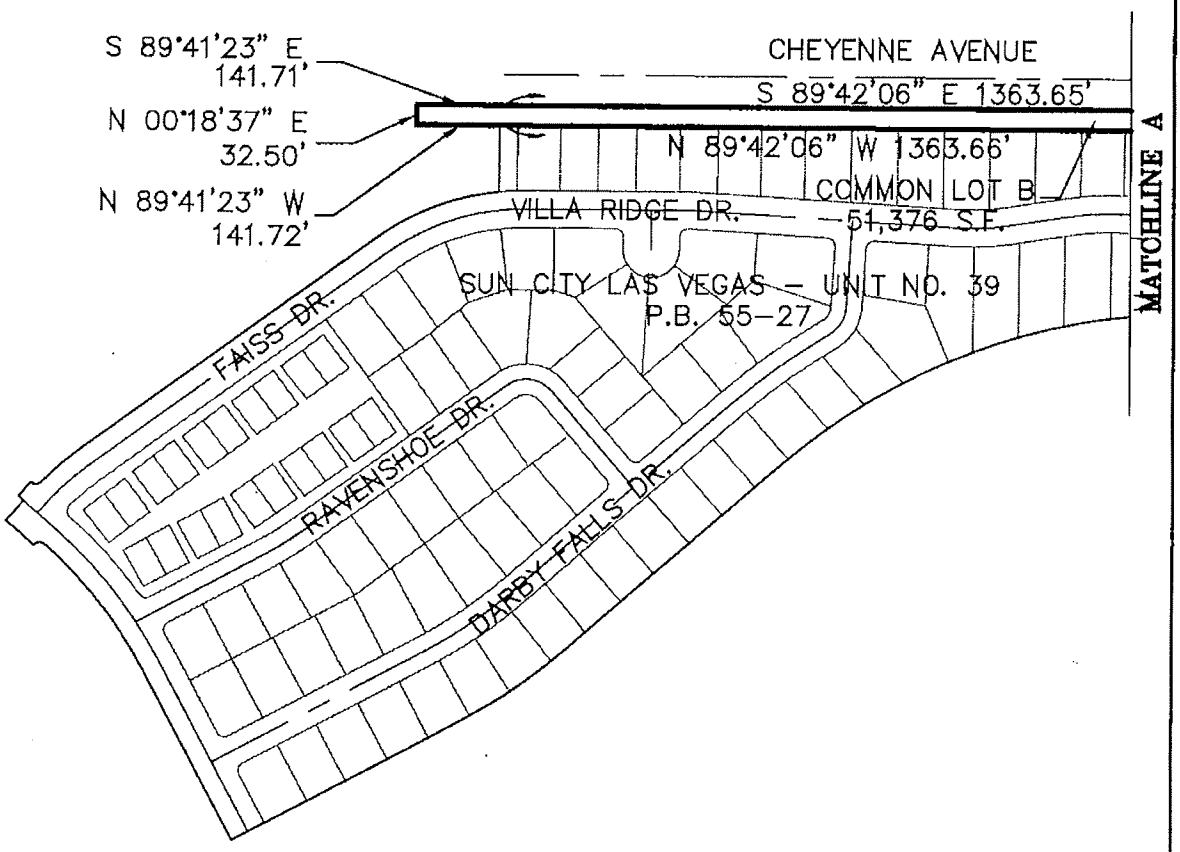
LEGAL DESCRIPTION
APN 137-13-597-001

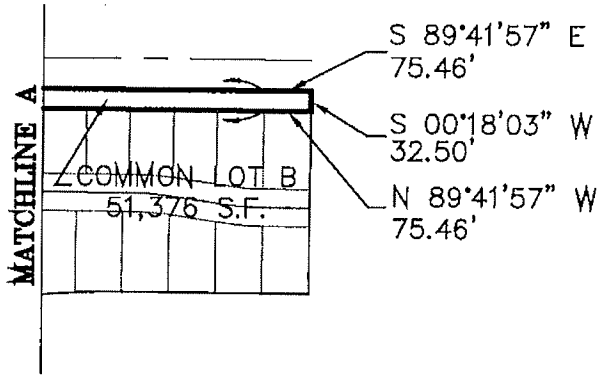
BEING COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39" RECORDED JANUARY 15, 1993 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 55 OF PLATS AT PAGE 27, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL ACREAGE OF 51,376 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\137-13-597-001.doc





SCALE: 1" = 300'
APN 137-13-597-001

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT B SUN CITY LAS VEGAS – UNIT NO. 39 RECORDED IN BOOK 55 OF MAPS, PAGE 27, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 09-03-2009

NOTES

This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein.
Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 500 800

MAP LEGEND

AVERAGE DA VALUE 22

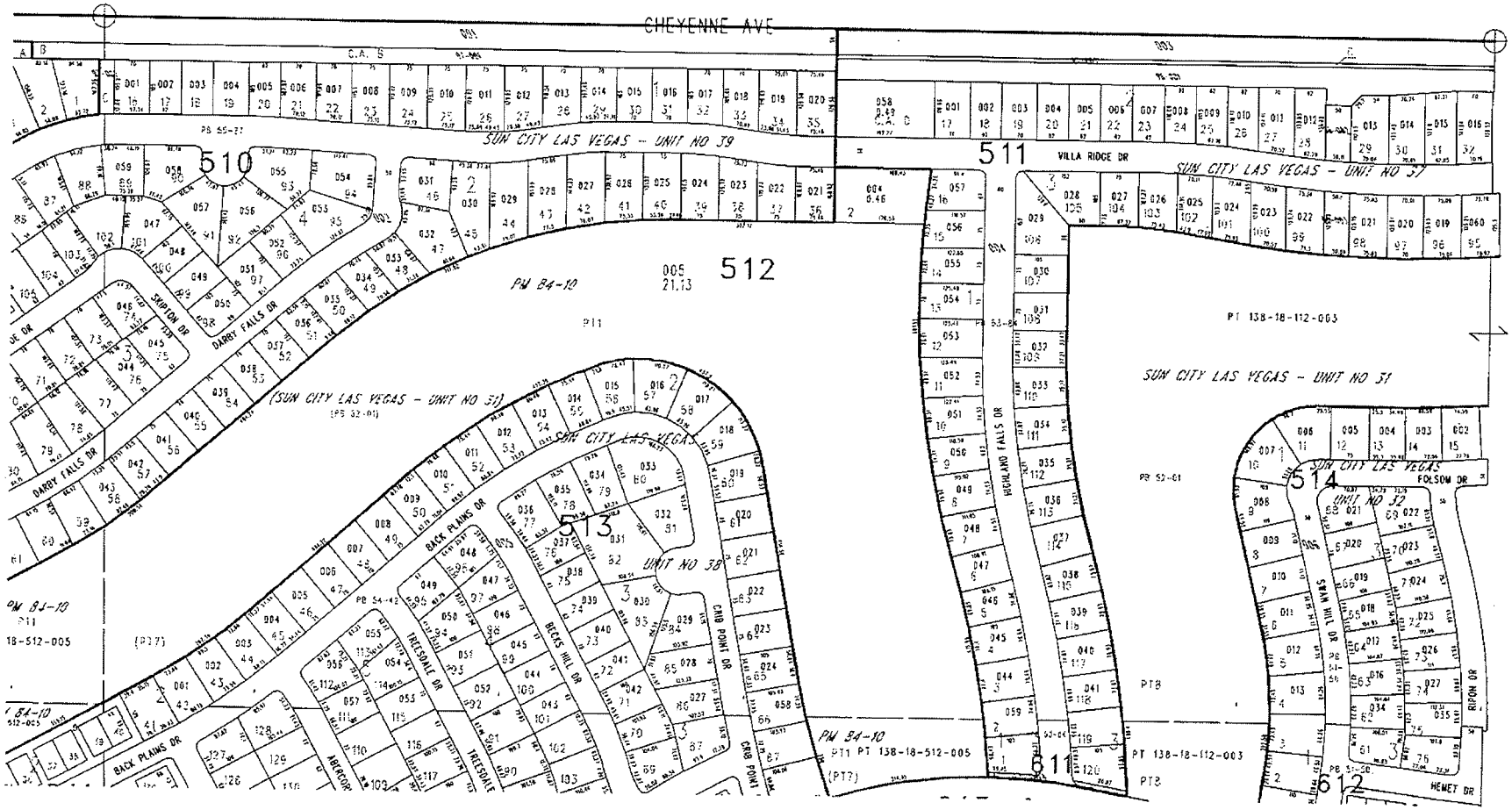
ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

PARCEL BOUNDARY	001	PARCEL NUMBER
SUBD BOUNDARY	1.00	ACREAGE
ROAD EASEMENT	202	PARCEL SUB/SEQ NUMBER
PW/LD BOUNDARY	PB 55-45	PLAT RECORDING NUMBER
NON-PARCEL LOT LINE	5	BLOCK NUMBER
MATCH LINE / LEADER LINE	6	LOT NUMBER
ROAD ID NUMBER	GL6	GOV. LOT NUMBER

MAP T20S R59E | SEC 13 | N 2 NE 4 | 137-13-5

	R58E	R59E	R60E
T19S	127	126	125
T20S	136	137	138
T21S	165	164	163

Scale:1"=200' Rev:09/24/97



TAX DIST 200

Exhibit 5

MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

This Maintenance Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. ("Maintenance Agreement") is dated this _____ day of _____, 2010, by and between the City of Las Vegas (the "City") and the Sun City Summerlin Community Association, Inc ("SCSCAI"). The City and SCSCAI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City and SCSCAI entered into that certain Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. on _____ ____, 200__, ("Conveyance Agreement") whereby SCSCAI sold certain real property to the City for a nominal sum, provided that the City design and construct a fire station upon such property. The Conveyance Agreement is attached hereto as Exhibit 1. Unless otherwise indicated herein, all capitalized terms in this Maintenance Agreement shall be defined as indicated in the Conveyance Agreement.

2. Among other things, the provisions of the Conveyance Agreement require that the Parties enter into a separate agreement to: 1) memorialize SCSCAI's ongoing obligation to maintain storm sewer facilities constructed on SCSCAI golf course property; 2) memorialize the City's ongoing obligation to maintain the Cheyenne Parcels at its sole discretion; and 3) memorialize SCSCAI's acknowledgement that SCSCAI is responsible for, or SCSCAI's CC&Rs require an adjacent homeowner to be responsible for the maintenance, repair and structural stability of the SCSCAI Homeowner's Perimeter Wall. The Parties would not have otherwise entered into the Conveyance Agreement unless this Agreement was subsequently negotiated and executed by the Parties.

3. This Maintenance Agreement shall accomplish the requirements of the Conveyance Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. Obligations of SCSCAI.

A. Maintenance of the Storm Sewer Facilities on SCSCAI Property.

1. SCSCAI acknowledges and agrees that the alignment and discharge points for the storm drain improvements as depicted on the City's approved Fire Station 107 Civil Improvement Plans ("FS 107 Plans") are acceptable to SCSCAI.

2. SCSCAI acknowledges that it does own and will perpetually maintain any and all portions of the storm drain improvements that are located or to be located on SCSCAI property. Maintenance of these storm drain improvements, include, but are not limited to maintenance of all pipes, cleanouts and riprap and other related appurtenances in accordance with the FS 107 Plans.

3. The Parties acknowledge that there are numerous storm drain facilities that carry storm and nuisance flow from real property owned by SCSCAI or individual landowners within the Sun City Summerlin residential development, and such facilities directly transport storm and nuisance flow into the Cheyenne Road flood control channel. SCSCAI acknowledges that such facilities existing upon any property not owned by the City are the maintenance responsibility of SCSCAI or an individual landowner, as the case may be.

4. The Parties explicitly acknowledge the existence of drainage ports within the SCSCAI Homeowner's Perimeter Wall and the southern wall of the Cheyenne Road flood control channel. SCSCAI acknowledges that the City is not responsible for the functionality, maintenance or repair of these drainage ports.

B. Acknowledgement of Perpetual Obligation to Maintain SCSCAI Homeowner's Perimeter Wall.

1. SCSCAI acknowledges and agrees that SCSCAI is responsible for, or SCSCAI'S CC&Rs require an adjacent homeowner to be responsible for all maintenance, repair and structural stability of the SCSCAI Homeowner's Perimeter Wall in perpetuity. This includes, but is not limited to general maintenance of such wall, the maintaining structural stability of such wall, graffiti removal and restoration and or reconstruction of such wall when damaged.

2. If the City becomes aware of a maintenance or repair issue regarding the SCSCAI Homeowner's Perimeter Wall, the City may choose to notify SCSCAI of such issue(s). If the City does notify SCSCAI of such issue(s), SCSCAI shall respond in writing within fourteen (14) calendar days as to how it plans to proceed with the maintenance or repair of such wall. This process does not prevent or otherwise preclude the City's Code Enforcement Department from taking all legal action to require the repair or maintenance of such wall if necessary after the expiration of the fourteen (14) calendar day notice period.

3. SCSCAI acknowledges and agrees that the City is in no way responsible for the repair or ongoing maintenance of the SCSCAI Homeowner's Perimeter Wall, even if a portion of such wall is found to be upon the Cheyenne Parcels after conveyance of the Cheyenne Parcels to the City.

4. SCSCAI acknowledges that any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to or upon the Cheyenne Parcels are the responsibility of SCSCAI and such walls shall be maintained and repaired by SCSCAI. The City shall permit SCSCAI to enter the Cheyenne Parcels to repair or maintain such walls upon reasonable notice and approval by the City Department of Field Operations. At the option of SCSCAI, it may request an appropriate written instrument from the City to enter onto the Cheyenne Parcels for maintenance and repair purposes.

SCSCAI hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against the City by any party for maintenance, repair, replacement or any other structural damage that occurs or did occur or was alleged to have occurred in the design or construction of any and every wall not otherwise defined as the Northern Flood Channel Wall.

C. Cheyenne Parcel Maintenance.

The Parties acknowledge and agree that there are no landscaping irrigation facilities in place upon or among the Cheyenne Parcels, and that the City has no plans to improve upon the landscaping that currently exists upon the Cheyenne Parcels. The Parties further acknowledge and agree that while the City is responsible for the ongoing maintenance of the landscaping upon the Cheyenne Parcels once conveyed pursuant to the Conveyance Agreement, the level of such landscaping maintenance is at the sole discretion of the City.

D. Subject Property Maintenance.

SCSCAI shall be responsible for all ongoing maintenance to the Subject Parcel after conveyance of such parcel to the City, until such time as the Tee Box reconstruction is commenced. As provided by the terms of the Conveyance Agreement, SCSCAI shall enter into a separate encroachment agreement with the City for SCSCAI'S use of the Subject Property subsequent to the conveyance of the Subject Parcel to the City, and that agreement shall obligate SCSCAI to provide such maintenance and define the standards of such maintenance.

II. Obligations of the City.

A. Defining the Northern Flood Channel Wall.

The Parties acknowledge that the Northern Flood Channel Wall is defined as follows:

1. The Cheyenne Road flood control channel is a concrete-line drainage channel adjacent to Cheyenne Road and much of the northern boundary of the Sun City Summerlin residential development;

2. Such channel begins at the eastern boundary line of SCSCAI-owned parcel APN 137-13-511-058 and continues past the eastern boundary of the Sun City Summerlin residential development at Rampart Boulevard;

3. Along this channel, as limited by Section II(A)(2), above, the wall on the northern edge of this channel constitutes the Northern Flood Channel Wall.

B. Maintenance of the Northern Flood Channel Wall.

The City acknowledges and agrees that once the Northern Flood Channel Wall is conveyed to the City as a part of the Cheyenne Parcels, the City is responsible for any and all interior and exterior maintenance and repair of the Northern Flood Channel Wall. The City shall maintain and repair such wall so as to maintain its structural integrity, be free from graffiti, and be timely and properly repainted and repaired as required.

C. SCSCAI Responsibility for Chain-Link Fence.

SCSCAI acknowledges the existence of a chain-link fence at the west end of the Cheyenne Road flood control channel, and SCSCAI further acknowledges that such fence is in place as an solely as an access control method for SCSCAI. SCSCAI acknowledges that such fence is the maintenance responsibility of SCSCAI, and not of the City. The City acknowledges and agrees that the existence of the fence is solely at the option of SCSCAI, and if SCSCAI desires to remove the fence, the City has no objection.

D. Maintenance of the Storm Drain Facilities upon the Fire Station Site.

The City will own and maintain those portions of the storm drain facilities located upon the Fire Station Site in accordance with the FS 107 Plans, upon commencement of construction of the fire station.

III. Miscellaneous.

A. Default.

1. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a five (5) business day notice of default and opportunity to cure. The time of notice shall be measured from the second day after the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which 5 business day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

If the default cannot be reasonably cured within the five (5) business day cure period, the

non-compliant Party may request a reasonable extension of time from the other Party to cure the default, and as long as the non-compliant party is reasonably acting to cure the default, then the Party alleging the non-compliance shall take not further action. If the non-compliant party does not act reasonably in its cure of the alleged default, the Party alleging the non-compliance may declare the non-compliant party in default.

2. Default; Remedies. If a default exists pursuant to Section III(A), above, or an alleged default is not corrected within the relevant cure period pursuant to Section III(A) above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

B. SCSCAI Representations. SCSCAI represents and warrants as follows:

1. SCSCAI is a Nevada non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement.

2. The person signing this Agreement and any documents and instruments in connection herewith on behalf of the SCSCAI has full power and authority to do so. All necessary action has been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by SCSCAI of the covenants and obligations to be performed and carried out by it hereunder.

3. SCSCAI, to the best of the SCSCAI'S knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

C. City Representations. The City represents and warrants as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

D. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and SCSCAI. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

E. Governing Law. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Nevada.

F. Entire Agreement; Amendment. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon either Party unless in writing signed by a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by that Party, or of any other provision or condition of the Agreement.

G. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

H. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

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. . .

I. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, SCSCAI warrants that it has disclosed, on the form attached hereto as "Exhibit 2", all principals and partners of SCSCAI as well as all persons and entities holding more than one percent (1%) interest in SCSCAI. Throughout the term hereof, the SCSCAI shall notify the City in writing of any significant change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC

By: _____

Its: _____

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS
DEPUTY CITY ATTORNEY

EXHIBIT 1

Intentionally Omitted as Duplicative

EXHIBIT 2

DISCLOSURE OF PRINCIPALS

The following is a list of the principals of Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, including all persons and entities holding more than a one percent (1%) interest in Sun City Summerlin Community Association, Inc.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
None			

The undersigned hereby certifies, under penalty of perjury, that the foregoing list if full and complete.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.
a Nevada non-profit corporation

_____

By:
Name:

Exhibit 6

LAS VEGAS FIRE & RESCUE
STANDARD OPERATING PROCEDURES

OPERATIONS	NOISE REDUCTION POLICY FOR FIRE STATION 10
Effective Date: 07/19/02	
Supersedes: NEW	M.P. 200.40 Page 1 of 2

I. INTRODUCTION In a cooperative effort to provide the highest level of emergency fire and paramedic services to the citizens of Las Vegas, the City Council approved the re-zoning of the property located at Martin Luther King Boulevard and Wall Street with this policy and these procedures included as a "condition of zoning". As long as Fire Station 10 is located and operating at this location, the following policy will be in effect.

A. **Purpose:** To provide assurance to the immediate neighbors of Fire Station 10 that Las Vegas Fire & Rescue is committed to doing everything possible to abate unnecessary noise, particularly from sirens, air horns, and back-up alarms.

B. **Scope:** These procedures will be implemented and enforced by all Las Vegas Fire & Rescue personnel when on the premises of Station 10 and in the immediate vicinity. This policy will remain in effect as long as Fire Station 10 is located at Martin Luther King Boulevard and Wall Street location.

C. **Author:** The Deputy Chief of Operations, through the S.O.P. Coordinator, shall be responsible for the content, revision, and annual review of this instruction.

II. **RESPONSIBILITY**

A. **Deputy Chief of Operations:** The Deputy Chief of Operations is responsible for personnel awareness and implementation of these procedures.

B. **Station 10 Staff:** Personnel assigned to Fire Station 10 are responsible to be familiar with and practice these procedures at all times.

C. **All Other Las Vegas Fire & Rescue Personnel:** Personnel department-wide are responsible to be familiar with and comply with these procedures when conducting Las Vegas Fire & Rescue business at or from Fire Station 10.

III. **POLICY** It is the policy of Las Vegas Fire & Rescue to provide quality customer service during both emergency and non-emergency operations. While emergency response requires expedition, often provided through the use of extreme public alert devices, units responding to emergencies from Fire Station 10 will do so in as quiet a manner as is possible.

OPERATIONS	NOISE REDUCTION POLICY FOR FIRE STATION 10
Effective Date: 07/19/02	
Supersedes: NEW	M.P. 200.40 Page 2 of 2

IV. PROCEDURE

A. Emergency Responses:

1. Las Vegas Fire & Rescue units will refrain from using sirens except when required by traffic conditions, until reaching main thoroughfares.

2. Las Vegas Fire & Rescue units will access the area east of Interstate 15 via Wall Street.

3. Traffic signals will control the flow of traffic in front of Station 10 and at the intersection of Oakey Boulevard and Martin Luther King to provide emergency response onto Oakey Boulevard without the use of sirens. The quiet zone will continue on Oakey Boulevard from MLK Boulevard to Rancho Drive.

4. Access into the Scotch Eighties community will be made through the crash gate located on the southwest corner of the Fire Station property and will be used only when necessary. The use of the crash gate will be for fire department business only.

5. Exceptions to the noise abatement policy will be made only when absolutely necessary, e.g. a life threatening situation.

B. Non-Emergency Activity:

1. All units returning to Fire Station 10 will utilize the paved driveway that provides rear access into the parking stalls. This will minimize the need for fire engines and ambulances to back up.

2. When it is necessary for fire units to back up, normal departmental back-up procedures will be followed, providing a firefighter to spot the driver, eliminating the use of back-up alarms.

3. Outside speakers for the station vocal system will be turned off after dark.

4. Radios and other alerting devices will be adjusted to low volume and used during daylight hours only.
5. Lynn testing
6. Jason Testing

EXHIBIT "7"

DISCLOSURE OF PRINCIPALS

The following is a list of the principals of Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, including all persons and entities holding more than a one percent (1%) interest in Sun City Summerlin Community Association, Inc.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
None			

The undersigned hereby certifies, under penalty of perjury, that the foregoing list if full and complete.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.
a Nevada non-profit corporation

_____

By:
Name:

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Maintenance Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc., for property located at Del Webb Boulevard, Sundial Drive and Cheyenne Road - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Per the Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin a separate agreement must be executed to memorialize Sun City's obligation to maintain storm sewer facilities constructed on their golf course property, memorialize the City's obligation to maintain the Cheyenne Parcels and to memorialize Sun City's responsibility for maintenance and repair of the homeowners perimeter wall.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Maintenance Agreement

MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

This Maintenance Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. ("Maintenance Agreement") is dated this _____ day of _____, 2010, by and between the City of Las Vegas (the "City") and the Sun City Summerlin Community Association, Inc ("SCSCAI"). The City and SCSCAI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City and SCSCAI entered into that certain Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. on _____ ____, 200__, ("Conveyance Agreement") whereby SCSCAI sold certain real property to the City for a nominal sum, provided that the City design and construct a fire station upon such property. The Conveyance Agreement is attached hereto as Exhibit 1. Unless otherwise indicated herein, all capitalized terms in this Maintenance Agreement shall be defined as indicated in the Conveyance Agreement.

2. Among other things, the provisions of the Conveyance Agreement require that the Parties enter into a separate agreement to: 1) memorialize SCSCAI's ongoing obligation to maintain storm sewer facilities constructed on SCSCAI golf course property; 2) memorialize the City's ongoing obligation to maintain the Cheyenne Parcels at its sole discretion; and 3) memorialize SCSCAI's acknowledgement that SCSCAI is responsible for, or SCSCAI's CC&Rs require an adjacent homeowner to be responsible for the maintenance, repair and structural stability of the SCSCAI Homeowner's Perimeter Wall. The Parties would not have otherwise entered into the Conveyance Agreement unless this Agreement was subsequently negotiated and executed by the Parties.

3. This Maintenance Agreement shall accomplish the requirements of the Conveyance Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. Obligations of SCSCAI.

A. Maintenance of the Storm Sewer Facilities on SCSCAI Property.

1. SCSCAI acknowledges and agrees that the alignment and discharge points for the storm drain improvements as depicted on the City's approved Fire Station 107 Civil Improvement Plans ("FS 107 Plans") are acceptable to SCSCAI.

2. SCSCAI acknowledges that it does own and will perpetually maintain any and all portions of the storm drain improvements that are located or to be located on SCSCAI property. Maintenance of these storm drain improvements, include, but are not limited to maintenance of all pipes, cleanouts and riprap and other related appurtenances in accordance with the FS 107 Plans.

3. The Parties acknowledge that there are numerous storm drain facilities that carry storm and nuisance flow from real property owned by SCSCAI or individual landowners within the Sun City Summerlin residential development, and such facilities directly transport storm and nuisance flow into the Cheyenne Road flood control channel. SCSCAI acknowledges that such facilities existing upon any property not owned by the City are the maintenance responsibility of SCSCAI or an individual landowner, as the case may be.

4. The Parties explicitly acknowledge the existence of drainage ports within the SCSCAI Homeowner's Perimeter Wall and the southern wall of the Cheyenne Road flood control channel. SCSCAI acknowledges that the City is not responsible for the functionality, maintenance or repair of these drainage ports.

B. Acknowledgement of Perpetual Obligation to Maintain SCSCAI Homeowner's Perimeter Wall.

1. SCSCAI acknowledges and agrees that SCSCAI is responsible for, or SCSCAI'S CC&Rs require an adjacent homeowner to be responsible for all maintenance, repair and structural stability of the SCSCAI Homeowner's Perimeter Wall in perpetuity. This includes, but is not limited to general maintenance of such wall, the maintaining structural stability of such wall, graffiti removal and restoration and or reconstruction of such wall when damaged.

2. If the City becomes aware of a maintenance or repair issue regarding the SCSCAI Homeowner's Perimeter Wall, the City may choose to notify SCSCAI of such issue(s). If the City does notify SCSCAI of such issue(s), SCSCAI shall respond in writing within fourteen (14) calendar days as to how it plans to proceed with the maintenance or repair of such wall. This process does not prevent or otherwise preclude the City's Code Enforcement Department from taking all legal action to require the repair or maintenance of such wall if necessary after the expiration of the fourteen (14) calendar day notice period.

3. SCSCAI acknowledges and agrees that the City is in no way responsible for the repair or ongoing maintenance of the SCSCAI Homeowner's Perimeter Wall, even if a portion of such wall is found to be upon the Cheyenne Parcels after conveyance of the Cheyenne Parcels to the City.

4. SCSCAI acknowledges that any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to or upon the Cheyenne Parcels are the responsibility of SCSCAI and such walls shall be maintained and repaired by SCSCAI. The City shall permit SCSCAI to enter the Cheyenne Parcels to repair or maintain such walls upon reasonable notice and approval by the City Department of Field Operations. At the option of SCSCAI, it may request an appropriate written instrument from the City to enter onto the Cheyenne Parcels for maintenance and repair purposes.

SCSCAI hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against the City by any party for maintenance, repair, replacement or any other structural damage that occurs or did occur or was alleged to have occurred in the design or construction of any and every wall not otherwise defined as the Northern Flood Channel Wall.

C. Cheyenne Parcel Maintenance.

The Parties acknowledge and agree that there are no landscaping irrigation facilities in place upon or among the Cheyenne Parcels, and that the City has no plans to improve upon the landscaping that currently exists upon the Cheyenne Parcels. The Parties further acknowledge and agree that while the City is responsible for the ongoing maintenance of the landscaping upon the Cheyenne Parcels once conveyed pursuant to the Conveyance Agreement, the level of such landscaping maintenance is at the sole discretion of the City.

D. Subject Property Maintenance.

SCSCAI shall be responsible for all ongoing maintenance to the Subject Parcel after conveyance of such parcel to the City, until such time as the Tee Box reconstruction is commenced. As provided by the terms of the Conveyance Agreement, SCSCAI shall enter into a separate encroachment agreement with the City for SCSCAI'S use of the Subject Property subsequent to the conveyance of the Subject Parcel to the City, and that agreement shall obligate SCSCAI to provide such maintenance and define the standards of such maintenance.

II. Obligations of the City.

A. Defining the Northern Flood Channel Wall.

The Parties acknowledge that the Northern Flood Channel Wall is defined as follows:

1. The Cheyenne Road flood control channel is a concrete-line drainage channel adjacent to Cheyenne Road and much of the northern boundary of the Sun City Summerlin residential development;

2. Such channel begins at the eastern boundary line of SCSCAI-owned parcel APN 137-13-511-058 and continues past the eastern boundary of the Sun City Summerlin residential development at Rampart Boulevard;

3. Along this channel, as limited by Section II(A)(2), above, the wall on the northern edge of this channel constitutes the Northern Flood Channel Wall.

B. Maintenance of the Northern Flood Channel Wall.

The City acknowledges and agrees that once the Northern Flood Channel Wall is conveyed to the City as a part of the Cheyenne Parcels, the City is responsible for any and all interior and exterior maintenance and repair of the Northern Flood Channel Wall. The City shall maintain and repair such wall so as to maintain its structural integrity, be free from graffiti, and be timely and properly repainted and repaired as required.

C. SCSCAI Responsibility for Chain-Link Fence.

SCSCAI acknowledges the existence of a chain-link fence at the west end of the Cheyenne Road flood control channel, and SCSCAI further acknowledges that such fence is in place as an solely as an access control method for SCSCAI. SCSCAI acknowledges that such fence is the maintenance responsibility of SCSCAI, and not of the City. The City acknowledges and agrees that the existence of the fence is solely at the option of SCSCAI, and if SCSCAI desires to remove the fence, the City has no objection.

D. Maintenance of the Storm Drain Facilities upon the Fire Station Site.

The City will own and maintain those portions of the storm drain facilities located upon the Fire Station Site in accordance with the FS 107 Plans, upon commencement of construction of the fire station.

III. Miscellaneous.

A. Default.

1. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a five (5) business day notice of default and opportunity to cure. The time of notice shall be measured from the second day after the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which 5 business day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

If the default cannot be reasonably cured within the five (5) business day cure period, the

non-compliant Party may request a reasonable extension of time from the other Party to cure the default, and as long as the non-compliant party is reasonably acting to cure the default, then the Party alleging the non-compliance shall take not further action. If the non-compliant party does not act reasonably in its cure of the alleged default, the Party alleging the non-compliance may declare the non-compliant party in default.

2. Default; Remedies. If a default exists pursuant to Section III(A), above, or an alleged default is not corrected within the relevant cure period pursuant to Section III(A) above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

B. SCSCAI Representations. SCSCAI represents and warrants as follows:

1. SCSCAI is a Nevada non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement.

2. The person signing this Agreement and any documents and instruments in connection herewith on behalf of the SCSCAI has full power and authority to do so. All necessary action has been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by SCSCAI of the covenants and obligations to be performed and carried out by it hereunder.

3. SCSCAI, to the best of the SCSCAI'S knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

C. City Representations. The City represents and warrants as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

D. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and SCSCAI. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

E. Governing Law. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Nevada.

F. Entire Agreement; Amendment. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon either Party unless in writing signed by a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by that Party, or of any other provision or condition of the Agreement.

G. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

H. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

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I. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, SCSCAI warrants that it has disclosed, on the form attached hereto as "Exhibit 2", all principals and partners of SCSCAI as well as all persons and entities holding more than one percent (1%) interest in SCSCAI. Throughout the term hereof, the SCSCAI shall notify the City in writing of any significant change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC

By: _____

Its: _____

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS
DEPUTY CITY ATTORNEY

EXHIBIT 1

PROPERTY CONVEYANCE AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

This Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc ("Agreement") is dated this _____ day of _____, 2010, by and between the City of Las Vegas (the "City") and the Sun City Summerlin Community Association Inc ("SCSCAI"). The City and SCSCAI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City is a political subdivision of the State of Nevada.

2. SCSCAI is a Nevada not-for-profit homeowner's association formed pursuant to the provisions of NRS 116B, 81.410 through 81.540 and governed by the SCSCAI Community Association Board. The City and SCSCAI desire to have a fire station close to Sun City Summerlin residents so there is a rapid response time by the Fire Department to residents within the Sun City community.

3. City of Las Vegas Fire and Rescue ("CLVFR") has been attempting to secure a location for a fire station in the immediate area of Sun City Summerlin in order to serve not only the residents of Sun City Summerlin effectively and efficiently, but also the area surrounding Sun City Summerlin. CLVFR has not been successful in finding suitable real property for a fire station that would result in the acquisition of land and the construction of a fire station within its allotted budget.

4. SCSCAI is the owner of three golf courses within Sun City Summerlin. At the northeast intersection of Del Webb Boulevard and Sundial Drive, SCSCAI has offered to sell to the City for $1.00 certain golf course property to be used for the construction by the City of a fire station upon that site. The City will also accept conveyance of certain SCSCAI-owned and maintained landscaping area along Cheyenne Avenue.

5. The City acknowledges that because of the current economic environment, the City is not funding any capital projects not currently under a contract for construction. The construction of the fire station contemplated by this Agreement is subject to this funding freeze, but the City will use its best efforts to commence construction on the fire station within ten years from the effective date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. SCSCAI Obligation to Sell Property to the City

Provided that the Parties are not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the City of title to the Subject Property and the Cheyenne Parcels shall be completed as provided herein. The City and SCSCAI agree to perform all acts necessary for conveyance of title, to the extent required hereunder, in sufficient time for title to be conveyed in accordance with the provisions contained herein.

A. Property to be Conveyed.

1. The Subject Property is approximately .85 acres in size and generally located at the northeast corner of Del Webb Boulevard and Sundial Drive. A general depiction of the Subject Property is attached hereto as "Exhibit 1". A specific legal description of the Subject Property is attached hereto as "Exhibit 2".

2. The Cheyenne Parcels are of varying size but are all located along Cheyenne Avenue between 215 and Rampart Boulevard. A general depiction of the Cheyenne Parcels is attached hereto as "Exhibit 3". Specific legal descriptions of the Cheyenne Parcels are attached hereto as "Exhibit 4".

B. Conveyance of Title. In accordance with, and subject to the terms, covenants and conditions precedent of this Agreement, SCSCAI shall convey the Subject Property and the Cheyenne Parcels to the City in fee simple title and the City agrees to pay SCSCAI one dollar ($1.00) and accepts conveyance of the Subject Property and the Cheyenne Parcels.

C. Form of Deed. The Subject Property and the Cheyenne Parcels shall be conveyed by grant, bargain and sale deed, and shall include, among other language that is normal and customary, language to indicate a reversionary interest in the Subject Property by SCSCAI as provided in Section V, herein. No reversionary interest shall exist with regard to the Cheyenne Parcels, except as otherwise provided by Section IV(C), herein.

D. Escrow. The City agrees to open an escrow with an escrow company within ten (10) days of the approval of this Agreement by the City Council. This Agreement constitutes the joint escrow instructions of the Parties, and a copy of the Agreement executed by both Parties shall be delivered to the escrow agent upon the opening of escrow. The Parties shall provide additional escrow instructions as necessary and consistent with the terms of this Agreement, but any additional escrow instructions shall not conflict with the terms of this Agreement.

The escrow agent shall prepare grant, bargain and sale deeds for the Subject Property and the Cheyenne Parcels for approval by the Parties consistent with the terms of this Agreement, and the deed or deeds, as the case may be, shall be deposited with the escrow

agent to be recorded at the close of escrow. The City of Las Vegas shall deposit with the escrow agent the sum of one dollar ($1.00) to be disbursed to SCSCAI at the close of escrow.

E. Fees and Costs. The City shall pay any and all fees or costs, recording or otherwise, associated with the escrow account and the closing of escrow.

F. Title Report. The escrow agent shall, upon execution of this document by the Parties and delivery of this Agreement to the escrow agent, prepare and deliver to the City and SCSCAI a preliminary title report of all documents therein covering or relating to the Subject Property and the Cheyenne Parcels. If the City disapproves of any exception(s) set forth in the preliminary title report, the City shall give the escrow agent written notice thereof. The escrow agent shall then give immediate written notification to SCSCAI of the City's disapproval of any exception. Failure of the City to give written notice of the disapproval of any exception within thirty (30) days of receipt of the title report shall be deemed an approval of all exceptions. If the City disapproves any exception, SCSCAI shall have ten (10) calendar days from the date of SCSCAI's receipt of written notice of disapproval to agree to remove the exception. If SCSCAI does not agree to remove the exception within said ten day period, or does not respond to the objection within 10 calendar days from the date of SCSCAI's receipt of written notice of disapproval, this Agreement may be terminated by the City. The City may waive the objection by notifying the escrow agent in writing of its waiver and close escrow.

G. Title Insurance. The City shall obtain and pay for title insurance at its option.

H. Taxes and Assessments. All Real Estate Property Taxes and government assessments accrued prior to the closing shall be borne by SCSCAI. Subsequent to closing, the City shall only be obligated to pay any outstanding government assessments applicable to the City, if any. No SCSCAI homeowner's association dues or assessments shall accrue against the Subject Property, and the City shall not be obligated to pay any SCSCAI homeowner's association dues or assessments, for any reason. The payment of Real Estate Transfer Taxes for the Subject Property shall be Zero Dollars ($0.00). The payment of Real Estate transfer Taxes for the Cheyenne Parcels shall be Zero Dollars ($0.00).

I. Conditions precedent to Closing. The escrow shall not close, and the conveyance of the Subject Property and the Cheyenne Parcels to the City shall not occur until such time as the following actions occur:

1. Written SCSCAI Board approval of the Fire Station site plan is deposited by SCSCAI with the escrow agent;

2. Written SCSCAI Board approval of construction of the Fire Station upon the terms indicated herein is deposited by SCSCAI with the escrow agent;

3. Written SCSCAI Board approval of the conveyance of the Subject Property and Cheyenne Parcels upon the terms indicated herein is deposited by SCSCAI with the escrow agent;

4. Notice of Final Action of the Las Vegas City Council for any land use entitlements deemed necessary by the Director of Planning and Zoning permitting the construction of the Fire Station is deposited by the City with the escrow agent;

5. Parcel map to create the Subject Parcel approved by the City, ready for recordation is deposited with the escrow agent;

6. Grant, bargain and sale deeds signed by SCSCAI and deposited with the escrow agent as provided herein and deposit by the City of one dollar ($1.00);

7. Inspection by the City and SCSCAI of the Cheyenne Parcels, to include existing landscaping, the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall, as well as completion of all repairs to any existing damage to the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall, to include painting over existing graffiti, as well as repair of any existing structural damage to the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall by SCSCAI. A document indicating acceptance by the City of the completion of such maintenance and repairs to the northern wall of the drainage channel by SCSCAI shall be deposited with the escrow agent;

8. An agreement to be approved by the City Manager and SCSCAI indicating amount and manner of reimbursement to SCSCAI by the City, as provided by the terms of this Agreement, for SCSCAI' redesign and physical reconfiguration of the tee box affected by the Subject Property. This agreement shall be deposited with the escrow agent;

9. An agreement approved by the City Council and SCSCAI pertaining to the maintenance and repair of the SCSCAI Homeowner's Perimeter Wall (as shown in "Exhibit 5") and all drainage facilities east of the perimeter wall of the Fire Station consistent with the terms of this agreement. Such agreement shall include provisions that indicate that the adjacent property owners or SCSCAI, as applicable are solely responsible for the maintenance and/or repair of the SCSCAI Homeowner's Perimeter Wall, including, but not limited to: general maintenance, structural integrity, graffiti removal and any repainting or stucco repair pursuant to the SCSCAI CC&Rs. This agreement shall be deposited with the escrow agent; and

10. An encroachment agreement approved by the City Manager and SCSCAI, whereby SCSCAI's golf course customers may enter the Subject Property for the purpose of playing golf, in exchange for SCSCAI' holding the City harmless and fully indemnifying the City and its officers and employees for any claims, causes of action or lawsuits based upon injury or death occurring upon the Subject Property and arising out of SCSCAI' use of the Subject Property. In addition, the encroachment agreement shall indicate that SCSCAI shall fully maintain the Subject Property until such time as the Tee Box reconstruction is commenced.

J. Closing. Upon such time as the City and SCSCAI have performed pursuant to the terms and covenants of this Agreement and satisfied the conditions precedent, the escrow agent shall deliver the escrow proceeds of one dollar to SCSCAI, record the parcel map creating the Subject Property, record the deed for the Subject Property, record the deeds for the Cheyenne Parcels and deliver all deeds to the City.

II. City Obligation to Construct Fire Station.

A. Fire Station Design. The City shall design a fire station for construction upon the Subject Property that satisfies the following conditions:

1. The fire station building shall be no larger than seven thousand, nine hundred square feet (7,900 sq.ft.), and not have more than two apparatus bays;
2. The fire station building shall conform to the SCSCAI architectural and color standards and will be complementary in design to surrounding residences;
3. Geometrics permitting, the fire station shall be designed to be a "back-in" station, and not a "drive-through" station;
4. The fire station building will include one room, no larger than one-hundred twenty (120) square feet to be used exclusively by the SCSCAI Emergency Response Team for the storage of SCSCAI Emergency Response Team Equipment. The room shall be air-conditioned and accessible from the outside only. The type of equipment to be stored in this room shall not be flammable, and the type and quantity of stored equipment is at the discretion of the Fire Chief. The SCSCAI Emergency Response Team will be given a key or key card (whichever is utilized) to access the storage room, but access to the storage room is at the discretion of the person in charge at the fire station, who will also have access to the room. SCSCAI understands that the person in charge of the fire station may access the room from time to time to confirm that no improper materials are stored at the fire station and for good cause this person in charge may from time to time be required to restrict SCSCAI access to this storage room; and
5. The fire station shall not be initially designed with a security gate and/or walls (other than a perimeter wall), but subsequent construction of such a

gate or walls (other than a perimeter wall) is at the discretion of the Fire Chief, upon consultation with SCSCAI. If a gate or walls (other than a perimeter wall) are ultimately determined to be necessary, the design of the gate and/or walls (as with the perimeter wall) shall comply with the SCSCAI architectural and color standards. However, SCSCAI is limited to commenting on the aesthetics of such a gate and/or walls and SCSCAI board approval shall not be unreasonably withheld for the City's construction of the gate and/or walls.

B. Fire Station Construction.

The City shall construct a fire station upon the Subject Property, and the City will use its best efforts to commence construction of the fire station within ten (10) years after the effective date of this Agreement. SCSCAI acknowledges and agrees that the timing of construction shall be at the sole discretion of the City, but not before the following actions occur:

1. The City shall notify SCSCAI that construction of the Fire Station shall commence within one hundred-eighty (180) days, and SCSCAI shall complete all necessary reconstruction of the Tee Box to accommodate the fire station construction upon the Subject Property. Tee Box reconstruction shall not commence prior to receiving notification of the commencement of fire station construction from the City. The Tee Box reconstruction shall be completed to the satisfaction of each Party before construction of the fire station commences.
2. All necessary approvals for construction of the fire station have been granted by the appropriate entities and authorities;
3. Conveyance of the Subject Property and Cheyenne Parcels to the City as provided herein; and
4. Construction of a perimeter wall on the Subject Property by the City (which shall be a wrought iron fence with pilasters consistent with SCSCAI architectural and color standards) in accordance with SCSCAI and City Council site plan approvals.

C. Fire Station Operation. The City will staff and operate the fire station as soon as practicable subsequent to the completion of construction of the fire station. SCSCAI acknowledges and agrees that the timing of staffing and operation of the fire station shall be at the sole discretion of the City.

1. Staffing. Upon commencing the operation of the Fire Station, CLVFR will endeavor to man the fire station with a minimum of six (6) firefighters. SCSCAI acknowledges and agrees that such staffing levels shall be at the sole discretion of the Fire Chief.
2. Apparatus. Upon commencing the operation of the Fire Station, CLVFR will endeavor to equip the station with at least one rescue unit and one

engine. SCSCAI acknowledges and agrees that equipment allocation shall be at the sole discretion of the Fire Chief.

3. Operating Procedures. CLVFR shall operate the fire station pursuant to CLVFR standard operating procedures for its fire station. SCSCAI acknowledges and agrees that CLVFR standard operating procedures may be amended from time to time at the sole discretion of the Fire Chief. However, regarding noise control, CLVFR and SCSCAI agree to the following:
   a. the fire station will have no outdoor speakers of any kind, unless otherwise required by law;
   b. the equipment at the fire station will be equipped with back-up alarms, but CLVFR shall endeavor to utilize a quiet system for back-up guidance when backing equipment into the station.
   c. attached hereto at Exhibit "6" is the current CLVFR noise control standard operating procedure. SCSCAI acknowledges and agrees that this noise control standard operating procedure may be amended from time to time at the sole discretion of the Fire Chief.
   d. The fire station will be designed with an outdoor barbeque and picnic table for use by the firefighters assigned to the fire station, their families and their guests. CLVFR will take all reasonable measures to minimize loud and prolonged noise emanating from the barbeque and picnic area.

III. City Obligation to Reimburse SCSCAI for Reconstruction of Tee Box.

As indicated above, a condition precedent to closing is the documentation of the City obligation to reimburse SCSCAI for costs, associated with the design and reconstruction of a tee box, associated cart paths and drainage facilities necessary for the construction of the fire station that are within the area of the reconstructed tee boxes and associated cart paths ("Tee Box") affected by the creation and conveyance of the Subject Property as depicted on Exhibit 1. In addition, construction of the fire station may not begin until such time as the reconstruction of the Tee Box is complete.

A. Reimbursement Not-to-Exceed Amount. Any reimbursement to SCSCAI by the City for design and reconstruction of the Tee Box affected by the creation and conveyance of the Subject Parcel shall not exceed $184,195.00, except that once design of the Tee Box commences, any City-mandated changes that increase costs shall also be paid for by the City. The same shall be true of any City-mandated changes that occur during the reconstruction phase of the Tee Box. The agreement to be negotiated for reimbursement of these monies shall indicate that if the actual cost of reconstruction exceeds the not-to-exceed amount, then the Parties shall renegotiate such not-to-exceed amount in order to reasonably reimburse SCSCAI for the costs of reconstruction at the time of reconstruction of the Tee Box.

B. City's Obligation to Reimburse. The City's obligation to reimburse SCSCAI for the design and reconstruction of the Tee Box accrues only upon the completion of the reconstruction of the Tee Box. Actual reimbursement of costs will occur as defined by that certain agreement of the Parties as delineated by paragraph Section I(I)(8), herein.

C. City Termination of Agreement. If this Agreement is terminated by the City as provided by Section IV(A) or (B) herein prior to or after the conveyance of the Subject Parcel to the City, and provided that SCSCAI received written notification regarding construction of the fire station as provided by II(B)(1) herein, and SCSCAI completed reconstruction of the Tee Box, the City shall pay to SCSCAI all monies necessary to complete the Tee Box reconstruction in accordance with Section III(A) above as liquidated damages for the termination of this Agreement by the City.

D. SCSCAI Termination of Agreement Prior to Conveyance of Subject Property. If this Agreement is terminated by SCSCAI (for other than an uncured breach by the City) as provided by Section IV(A) herein prior to the conveyance of the Subject Parcel to the City, SCSCAI acknowledges and agrees that the City shall have no obligation to reimburse SCSCAI for any costs associated with the design and reconstruction of the Tee Box, nor any other damages, of any kind, associated with the design and reconstruction of the Tee Box, specifically including any costs necessary to return the Tee Box back to its original position.

E. SCSCAI Termination of Agreement After Conveyance of Subject Property. If this Agreement is terminated by SCSCAI (for other than an uncured breach by the City) as provided by Section IV(C) herein after the conveyance of the Subject Parcel to the City, and provided that SCSCAI received written notification regarding construction of the fire station as provided by II(B)(1) herein, and SCSCAI completed reconstruction of the Tee Box, the City shall pay to SCSCAI all monies necessary to complete the Tee Box reconstruction in accordance with Section III(A) above as liquidated damages for the termination of this Agreement by the City.

IV. Termination of Agreement

A. By Either Party; Without Cause. This Agreement may be terminated by either Party, for any reason, or no reason at all, upon fourteen (14) calendar days notice to the other Party at any time prior to the close of escrow and conveyance of the Subject Property and the Cheyenne Parcels to the City. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above. Once escrow has closed and the Subject Property and the Cheyenne Parcels have been conveyed to the City, termination of this Agreement by either Party is only permitted pursuant to IV(B) or IV(C) below.

B. By the City; Failure to Fund Construction. This Agreement may be terminated by the City, upon a declaration by the City Council at a regularly-scheduled public hearing that the City is not going to fund the construction of the fire station contemplated by this Agreement. Upon this declaration, this Agreement is terminated, and the City shall, by grant, bargain and sale deed, convey the Subject Property back to SCSCAI and SCSCAI shall accept such conveyance and record the deeds reconveying such property. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above.

C. By SCSCAI; For Cause after Designated Time Period. This Agreement may be terminated by SCSCAI, if the City has not commenced construction by a date prior to ten years from the effective date of this Agreement. SCSCAI shall deliver a written notice of termination to the City, and upon receipt of such notice, the City shall, by grant, bargain and sale deed convey the Subject Property and the Cheyenne Parcels back to SCSCAI and SCSCAI shall accept such conveyance and record the deeds reconveying such property. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above.

V. Reversion of Subject Parcel to SCSCAI; Limitations.

A. Reversion of the Subject Parcel to SCSCAI. If the City discontinues the use of the Subject Property as a fire station, the Subject Property shall revert back to the ownership of SCSCAI, except as otherwise provided below. For SCSCAI to assert such right of reversion, a discontinuation of use must occur for a period of time longer than one-hundred eighty consecutive (180) calendar days from the date upon which the use of the Subject Property as a fire station was discontinued by the City. At all times subsequent to a discontinuation of the use of the Subject Property as a fire station, the City agrees that it will continue to maintain the Subject Property in a reasonable condition, unless SCSCAI's right to reversion accrues and SCSCAI exercises such right.

B. Use of the Subject Property for an Agreed Public Use Permitted. The Parties acknowledge that the intended use for the Subject Property is as a fire station. However, during the 180 consecutive day period where the use of the fire station is discontinued by the City ("Period of Discontinued Use"), the City and SCSCAI shall meet and confer in good faith as to what other appropriate public uses by the City and residents of SCSCAI, if any, would be acceptable to SCSCAI on the Subject Property and otherwise specifically permitted by the CC&Rs of SCSCAI. During the Period of Discontinued Use, the SCSCAI Board shall consider proposed alternative public uses at a public meeting of the SCSCAI Board, and such proposed public uses shall not be unreasonably denied by the SCSCAI Board. If an alternative public use is approved by the SCSCAI Board, SCSCAI has no right to assert its right of reversion to the Subject Property.

C. Right of Reversion Accrual. SCSCAI acknowledges and understands that it cannot assert any right to revert based upon a delay in the actual construction or initial operation of the fire station by the City, except as provided by Section IV(C), herein.

D. Except as otherwise provided by Section IV(C), above, once the Cheyenne Parcels are conveyed to the City, the Cheyenne Parcels shall remain the property of the City and the City shall be responsible for all costs involved in timely and properly maintaining these parcels. Additionally, the City shall not place any building(s) or other structure(s) on the Cheyenne Parcels without first giving written notice to and receiving input from SCSCAI.

VI. Default and Effect of Default

A. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a five (5) business day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which five (5) business day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

If the default cannot be reasonably cured within the five (5) business day cure period, the non-compliant Party may request a reasonable extension of time from the other Party to cure the default, and as long as the non-compliant party is reasonably acting to cure the default, then the Party alleging the non-compliance shall take no further action. If the non-compliant party does not act reasonably in its cure of the alleged default, the Party alleging the non-compliance may declare the non-compliant party in default.

B. Default; Remedies. If a default exists pursuant to Section VI(A), above, or an alleged default is not corrected within the relevant cure period pursuant to Section VI(A) above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

VII. Miscellaneous Provisions.

A. SCSCAI Representations. SCSCAI represents and warrants as follows:

1. SCSCAI is a Nevada non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement.

2. The person signing this Agreement and any documents and instruments in connection herewith on behalf of the SCSCAI has full power and authority to do so. All necessary action has been taken to duly authorize the

execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by SCSCAI of the covenants and obligations to be performed and carried out by it hereunder.

3. SCSCAI, to the best of the SCSCAI' knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

4. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by SCSCAI or filed by the SCSCAI, or to the best of SCSCAI' knowledge, pending in any current judicial or administrative proceeding against SCSCAI.

B. City Representations. The City represents and warrants as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

C. Further Assurances. The Parties shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

D. Survival--Closing. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive each Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

E. Time of Essence. Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. No provision of the Escrow Instructions shall extend the date of Closing or provide either party hereto with any grace period not provided in this Agreement.

F. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and SCSCAI. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

G. Governing Law. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Nevada.

H. Entire Agreement; Amendment. Save and except for other agreements to be executed by the Parties as provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon either Party unless in writing signed by a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by that Party, or of any other provision or condition of the Agreement.

I. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

J. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

K. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, SCSCAI warrants that it has disclosed, on the form attached hereto as "Exhibit 7", all principals and partners of

SCSCAI as well as all persons and entities holding more than one percent (1%) interest in SCSCAI. Throughout the term hereof, the SCSCAI shall notify the City in writing of any significant change in the above disclosure within fifteen (15) days of any such change.

L. Maintenance of Cheyenne Parcels and Northern Flood Channel Wall by City. Upon conveyance of the Cheyenne Parcels to the City as provided herein, the City shall maintain any landscaping existing at the time of conveyance and the northern flood channel wall a part of the Cheyenne Parcels according to City maintenance standards. At no time will the City be responsible for the maintenance, repair, replacement or structural integrity of any SCSCAI Homeowner's Perimeter Wall. A depiction of the Northern Flood Channel Wall is attached hereto as "Exhibit 10".

SCSCAI acknowledges and understands that the City has no plans to improve the landscaping that exists upon the Cheyenne Parcels and that any change to the landscaping is at the sole discretion of the City.

M. Maintenance of Walls by SCSCAI. SCSCAI acknowledges that any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to the Cheyenne Parcels are the responsibility of SCSCAI and such walls shall be maintained and repaired by SCSCAI. The City shall permit SCSCAI to enter the Cheyenne Parcels to repair or maintain such walls upon reasonable notice and approval by the City Department of Field Operations. At the option of SCSCAI, it may request an appropriate written instrument from the City to enter onto the Cheyenne Parcels for maintenance and repair purposes.

SCSCAI hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against the City by any party for maintenance, repair, replacement or any other structural damage that occurs or did occur or was alleged to have occurred in the design or construction of any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to the Cheyenne Parcels. As provided at Section I(I)(9), the Parties will negotiate and execute a separate agreement requiring SCSCAI to maintain such walls, and such agreement will delineate the standard by which such walls will be maintained.

N. Ownership and Maintenance of the Drainage Facilities off of the Fire Station property by SCSCAI. SCSCAI acknowledges that the alignment and discharge points for the proposed storm drain improvements as depicted on the approved improvements plans are acceptable to the SCSCAI. SCSCAI does own and shall maintain those portions of the storm drain facilities, inclusive of pipes, cleanouts and riprap located on the SCSCAI property in accordance with the approved improvement plans.

The City acknowledges that it does own and shall maintain those portions of the storm drain facilities located on the Subject Property in accordance with the approved improvement plans.

O. Limited Indemnification.

1. City Indemnification of SCSCAI. Subject to NRS Chapter 41, the City shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless SCSCAI, and its respective officers, members, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, which may arise out of, be caused by or result from the City's performance of its obligations under this Agreement.

2. SCSCAI Indemnification of City. Subject to NRS Chapter 41, SCSCAI shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the City, and its respective officers, members, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, which may arise out of, be caused by or result from SCSCAI' performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS
DEPUTY CITY ATTORNEY

Exhibit 1

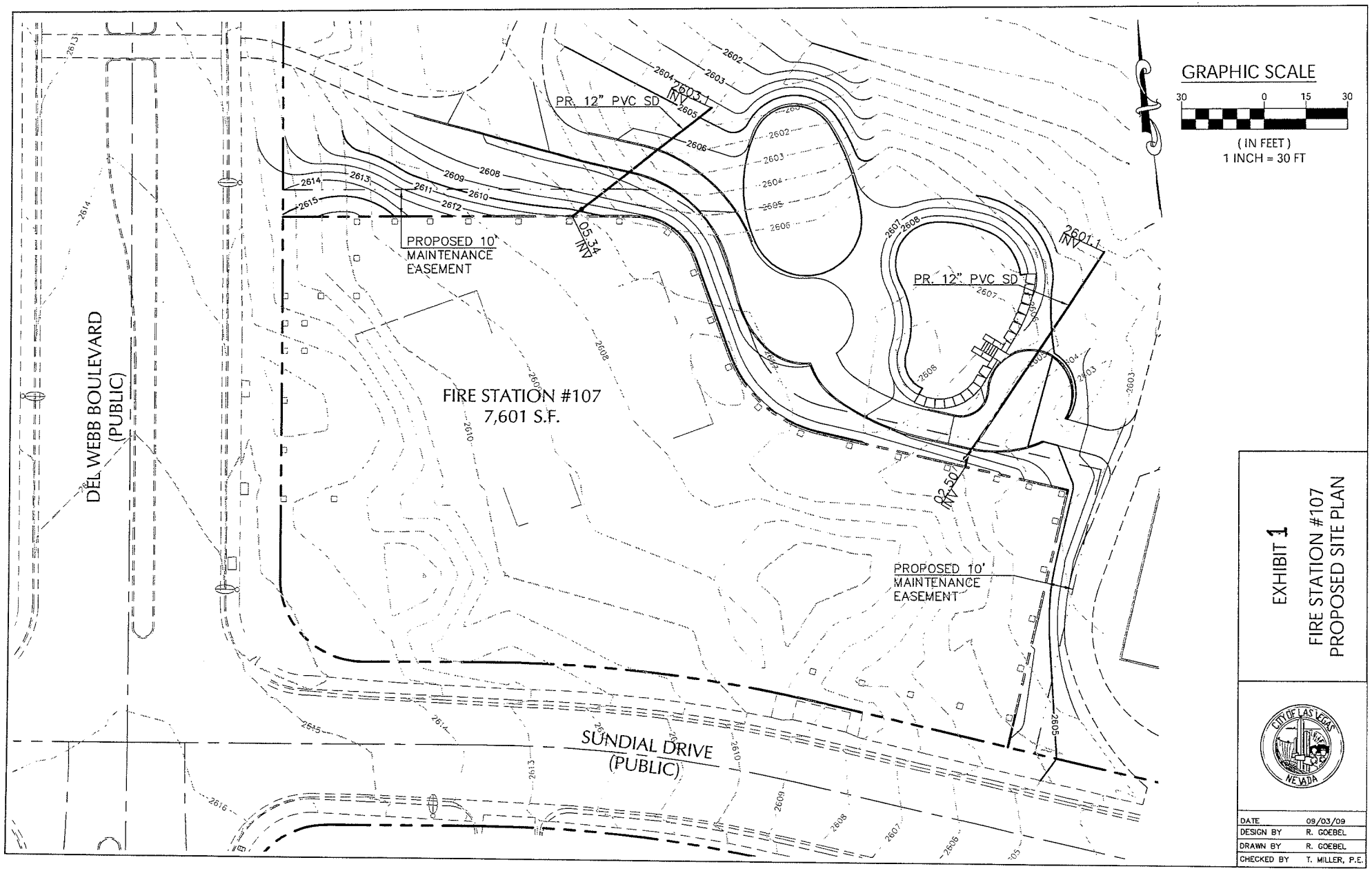
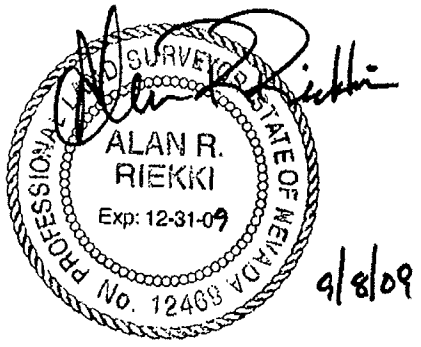

DEL WEBB BOULEVARD
(PUBLIC)
FIRE STATION #107
7,601 S.F.
PROPOSED 10'
MAINTENANCE
EASEMENT
PR. 12" PVC SD
PROPOSED 10'
MAINTENANCE
EASEMENT
PR. 12" PVC SD
SUNDIAL DRIVE
(PUBLIC)
GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 INCH = 30 FT
EXHIBIT 1
FIRE STATION #107
PROPOSED SITE PLAN
CITY OF LAS VEGAS
NEVADA
DATE 09/03/09
DESIGN BY R. GOEBEL
DRAWN BY R. GOEBEL
CHECKED BY T. MILLER, P.E.

Exhibit 2

RE: APN 138-17-310-001

SEPTEMBER. 8, 2009
BY: ARR
P.R. BY HJB



9/8/09

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND FOR FIRE STATION 107, LOCATED WITHIN PARCEL 1 OF PARCEL MAP: FILE 84-12, LOCATED AT THE NORTHEAST CORNER OF DEL WEBB BOULEVARD AND SUNDIAL DRIVE, IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF DEL WEBB BOULEVARD AND SUNDIAL DRIVE, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 84 OF PARCEL MAPS, AT PAGE 12; THENCE NORTH 07°00'00" EAST, ALONG THE CENTERLINE OF SAID DEL WEBB BOULEVARD, 192.63 FEET; THENCE SOUTH 83°00'00" EAST, DEPARTING THE CENTERLINE OF SAID DEL WEBB BOULEVARD, 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEL WEBB BOULEVARD, SAME BEING THE **POINT OF BEGINNING;**

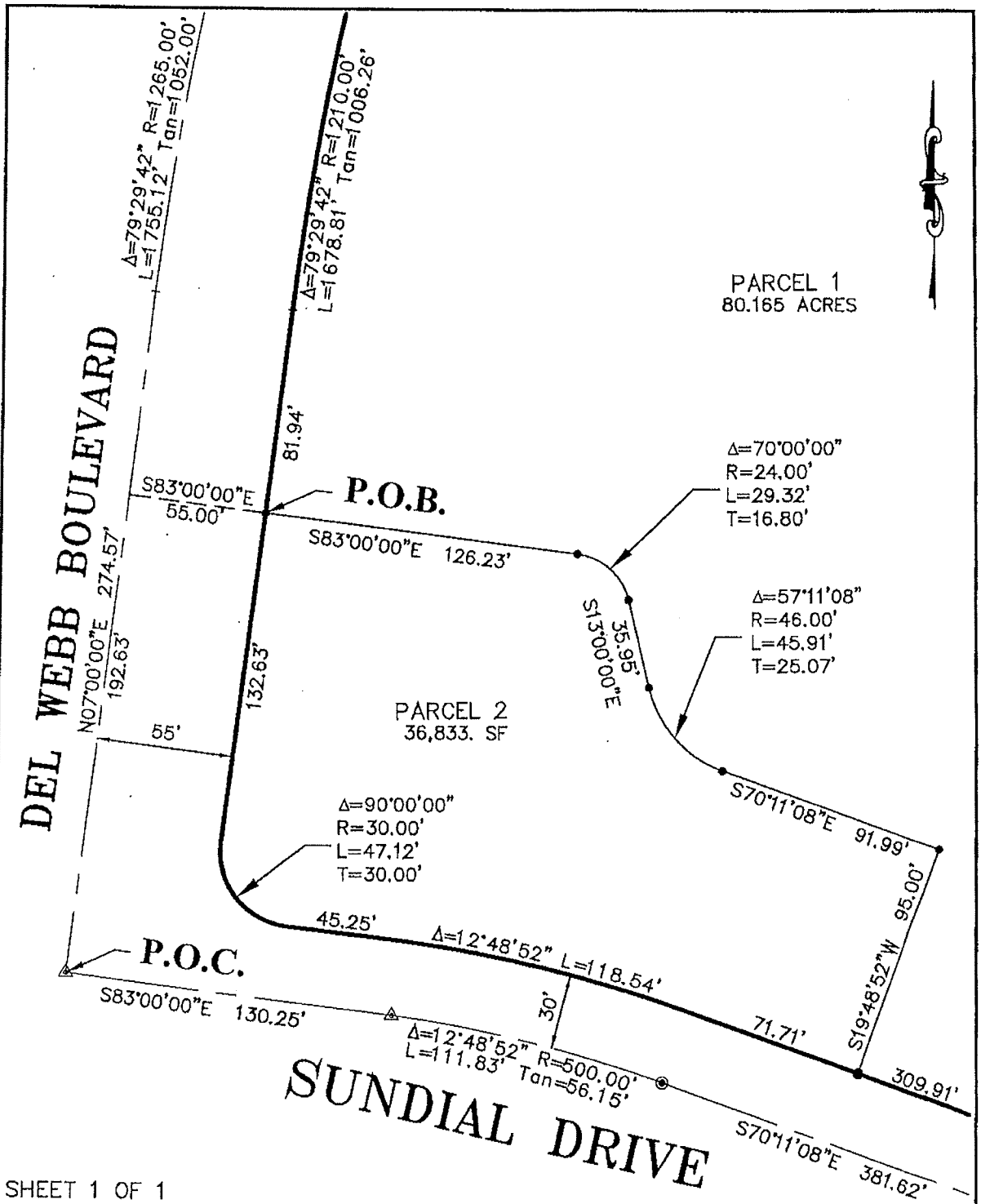
THENCE SOUTH 83°00'00" EAST 126.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 29.32 FEET THROUGH A CENTRAL ANGLE OF 70°00'00"; THENCE TANGENT TO SAID CURVE SOUTH 13°00'00" EAST, 35.95 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 46.00 FEET; THENCE SOUTHEASTERLY 45.91 FEET THROUGH A CENTRAL ANGLE OF 57°11'08"; THENCE TANGENT TO SAID CURVE, SOUTH 70°11'08" EAST, 91.99 FEET; THENCE SOUTH 19°48'52" WEST, 95.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SUNDIAL DRIVE; THENCE NORTH 70°11'08" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 71.71 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 530.00 FEET; THENCE WESTERLY

ALONG SAID CURVE, 118.54 FEET, THROUGH A CENTRAL ANGLE OF 12°48'52"; THENCE TANGENT TO SAID CURVE NORTH 83°00'00" WEST, 45.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 47.12 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEL WEBB BOULEVARD; THENCE NORTH 07°00'00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 132.63 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 36,833 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS:
NORTH 07°00'00" EAST, BEING THE BEARING OF THE CENTERLINE OF DEL WEBB BOULEVARD, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER , CLARK COUNTY NEVADA IN FILE 84 OF PARCEL MAPS, AT PAGE 12.

END OF DESCRIPTION.

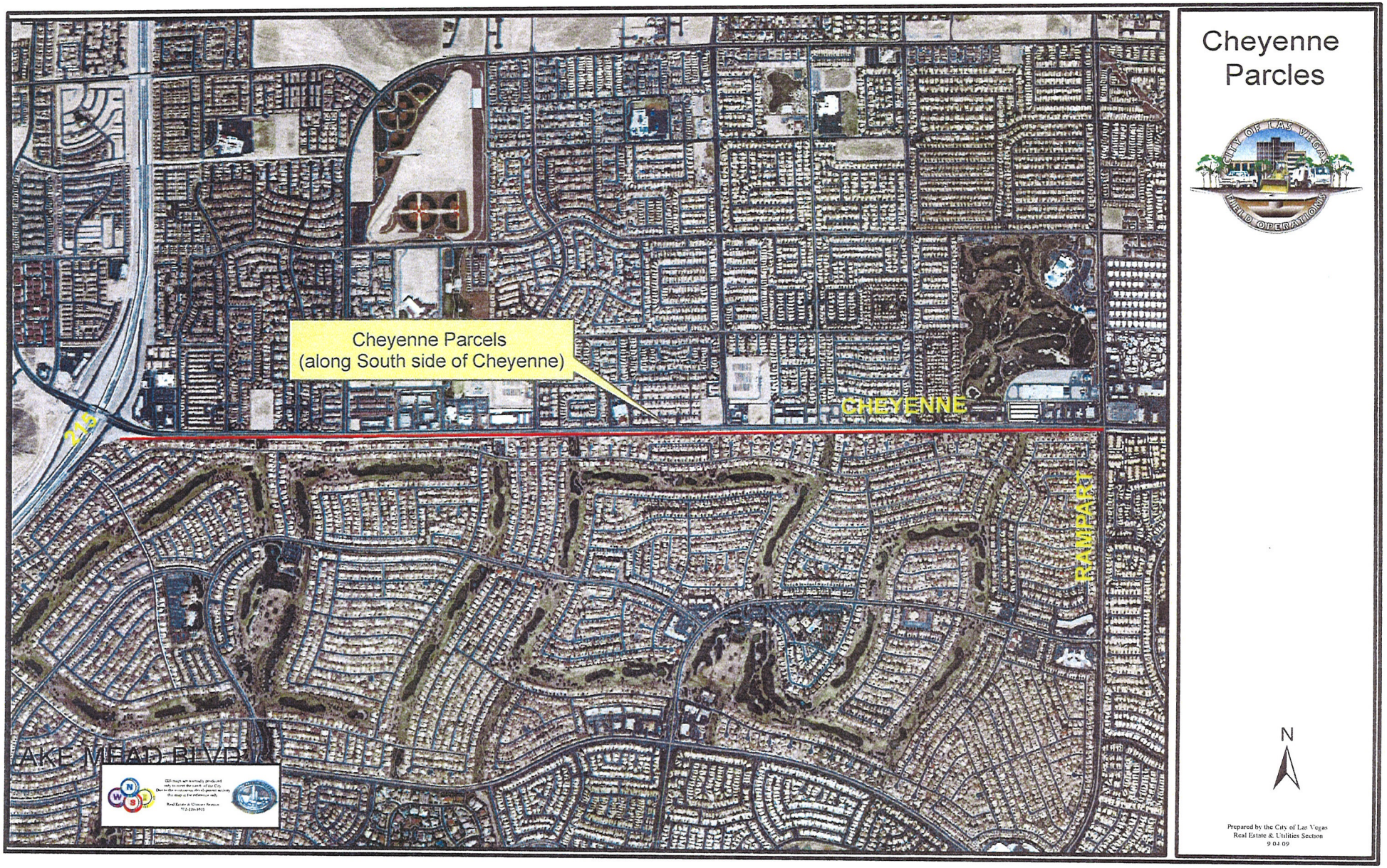


SHEET 1 OF 1

CITY OF LAS VEGAS NEVADA	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION A PORTION OF S. 18 &18 T. 20 S., R. 60 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: FIRE STATION 107, EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 09-08-2009

Exhibit 3

EXHIBIT "3"

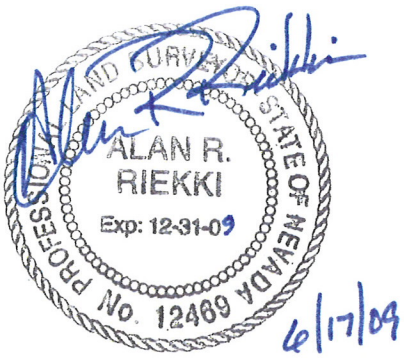


Cheyenne Parcles

N

Prepared by the City of Las Vegas
Real Estate & Utilities Section
9 04 09

Exhibit 4



JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

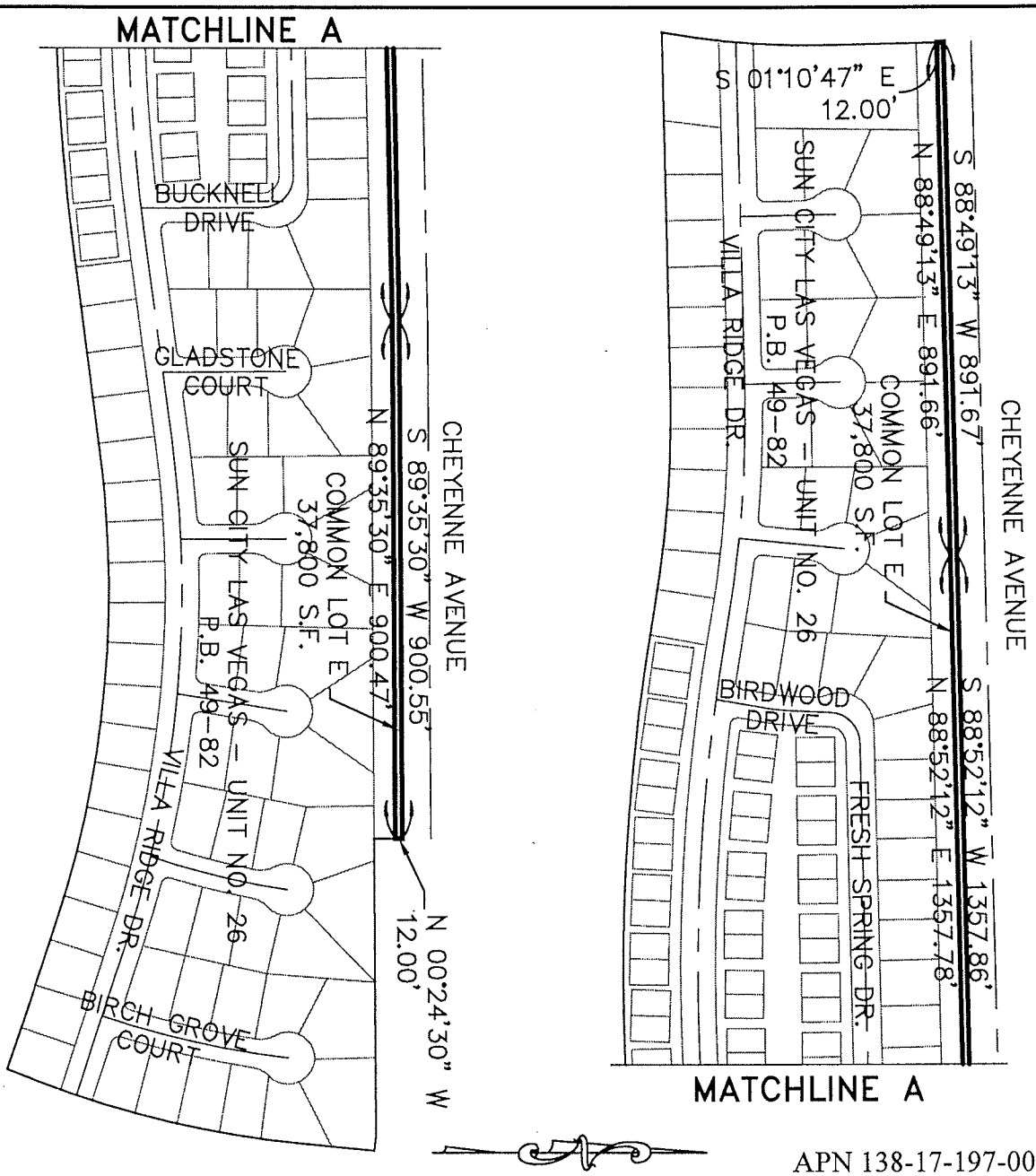
LEGAL DESCRIPTION
APN 138-17-197-001 &
APN 138-18-597-003

BEING COMMON LOT E OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 26" RECORDED JUNE,5, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 49 OF PLATS, AT PAGE 82, LYING WITHIN SECTIONS 17 & 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 37,800 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-597-003.doc



SCALE: 1" = 300'

APN 138-17-197-001
& 138-18-597-003

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°52'12" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 26", RECORDED IN BOOK 49 OF PLATS, PAGE 82, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT E SUN CITY LAS VEGAS – UNIT NO. 26 RECORDED IN BOOK 49 OF MAPS, PAGE 82, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05–26–2009

6/17/09

JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

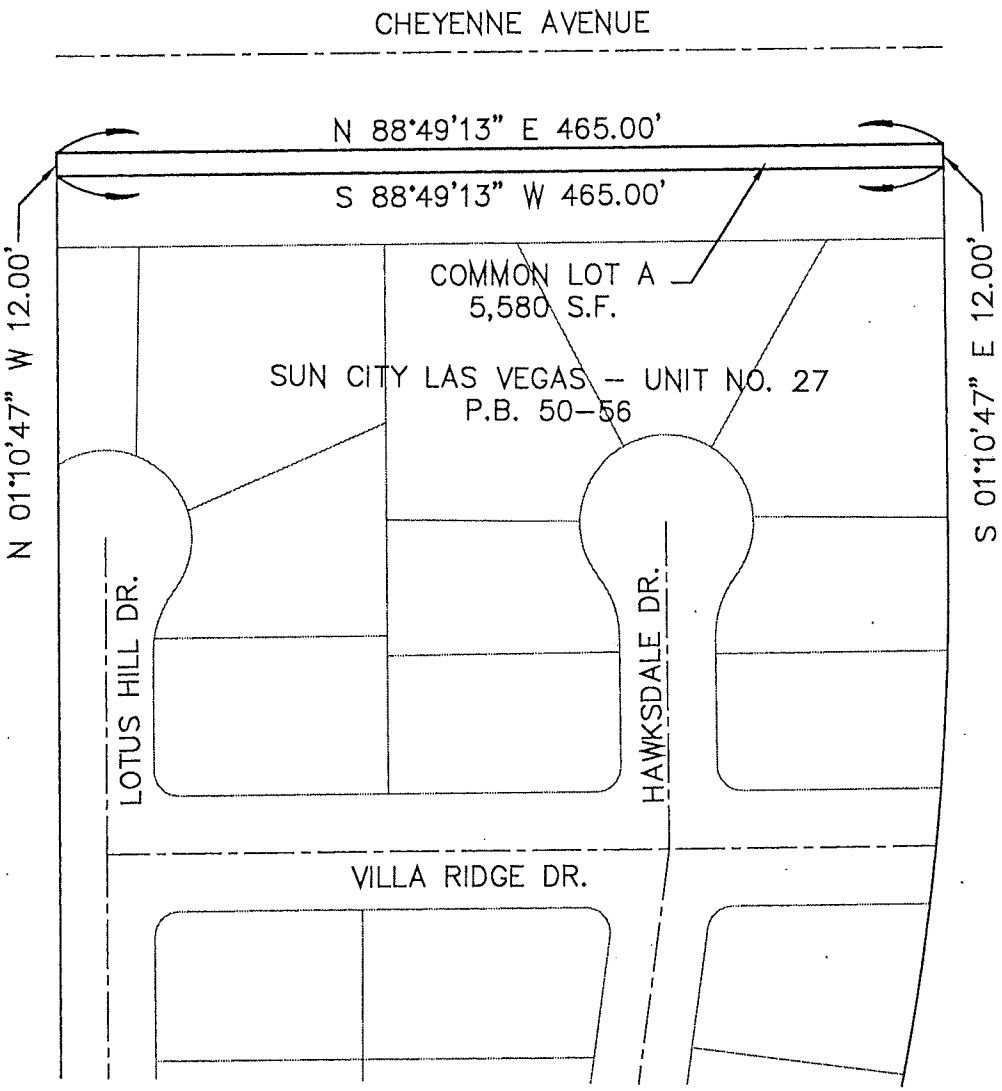
LEGAL DESCRIPTION
APN 138-18-597-001

BEING COMMON LOT A OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 27" RECORDED AUGUST 16TH, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 50 OF PLATS, AT PAGE 56, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 5,580 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-597-001.doc



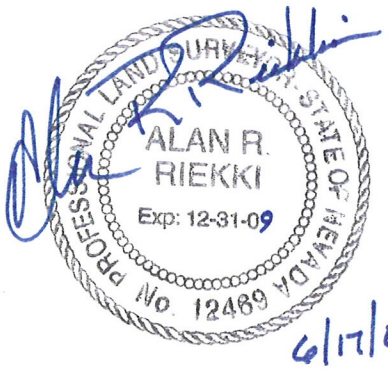
SCALE: 1" = 100'

APN 138-18-597-001

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°49'13" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 27", RECORDED IN BOOK 50 OF PLATS, PAGE 56, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT A SUN CITY LAS VEGAS – UNIT NO. 27 RECORDED IN BOOK 50 OF MAPS, PAGE 56, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009



6/17/09

JUNE 12, 2009
BY: ARR
P.R. BY: JVT
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

LEGAL DESCRIPTION
APN 138-17-597-002

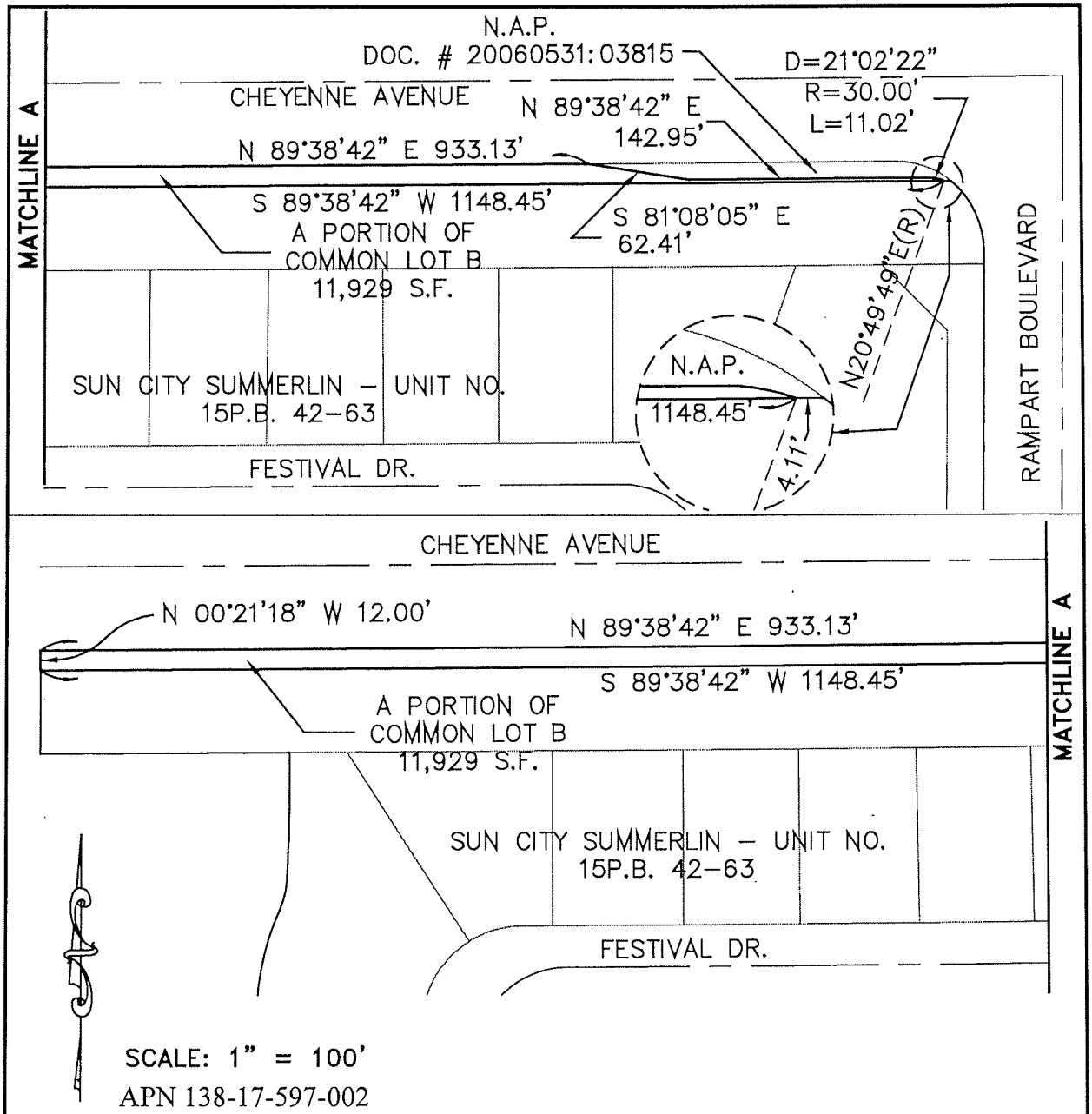
BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 15" RECORDED MAY 12, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 42 OF PLATS, AT PAGE 63, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

EXCEPTING THEREFROM THAT PORTION OF SAID COMMON LOT B CONVEYED TO THE CITY OF LAS VEGAS BY GRANT DEED RECORDED MAY 5TH, 2006 IN THE OFFICE OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA IN DOCUMENT: 20060531:0003815 CLARK COUNTY, OFFICIAL RECORDS.

CONTAINING 11,929 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\APN 138-17-597-002.do



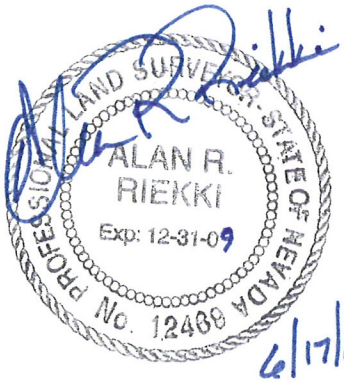
SCALE: 1" = 100'

APN 138-17-597-002

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 89°38'42" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY SUMMERLIN - UNIT NO. 15", RECORDED IN BOOK 42 OF PLATS, PAGE 63, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	A PORTION OF COMMON LOT B SUN CITY SUMMERLIN — UNIT NO. 15 RECORDED IN BOOK 42 OF MAPS, PAGE 63, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS — SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009



JUNE 15, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

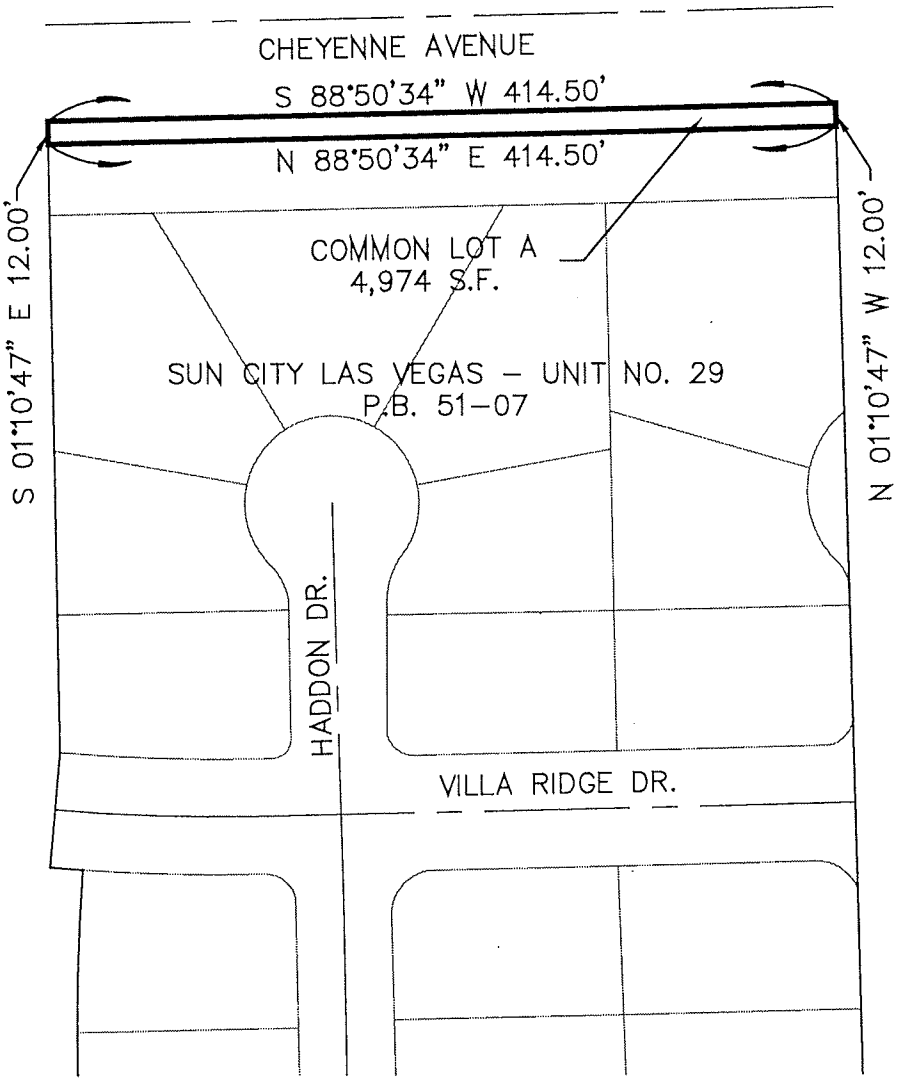
LEGAL DESCRIPTION
APN 138-18-197-006

BEING COMMON LOT A OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 29" RECORDED OCTOBER 18th, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 51 OF PLATS, AT PAGE 7, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 4,974 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-006.doc



SCALE: 1" = 100'

APN 138-18-197-006

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT A SUN CITY LAS VEGAS - UNIT NO. 29 RECORDED IN BOOK 51 OF MAPS, PAGE 07, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS - SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009

JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

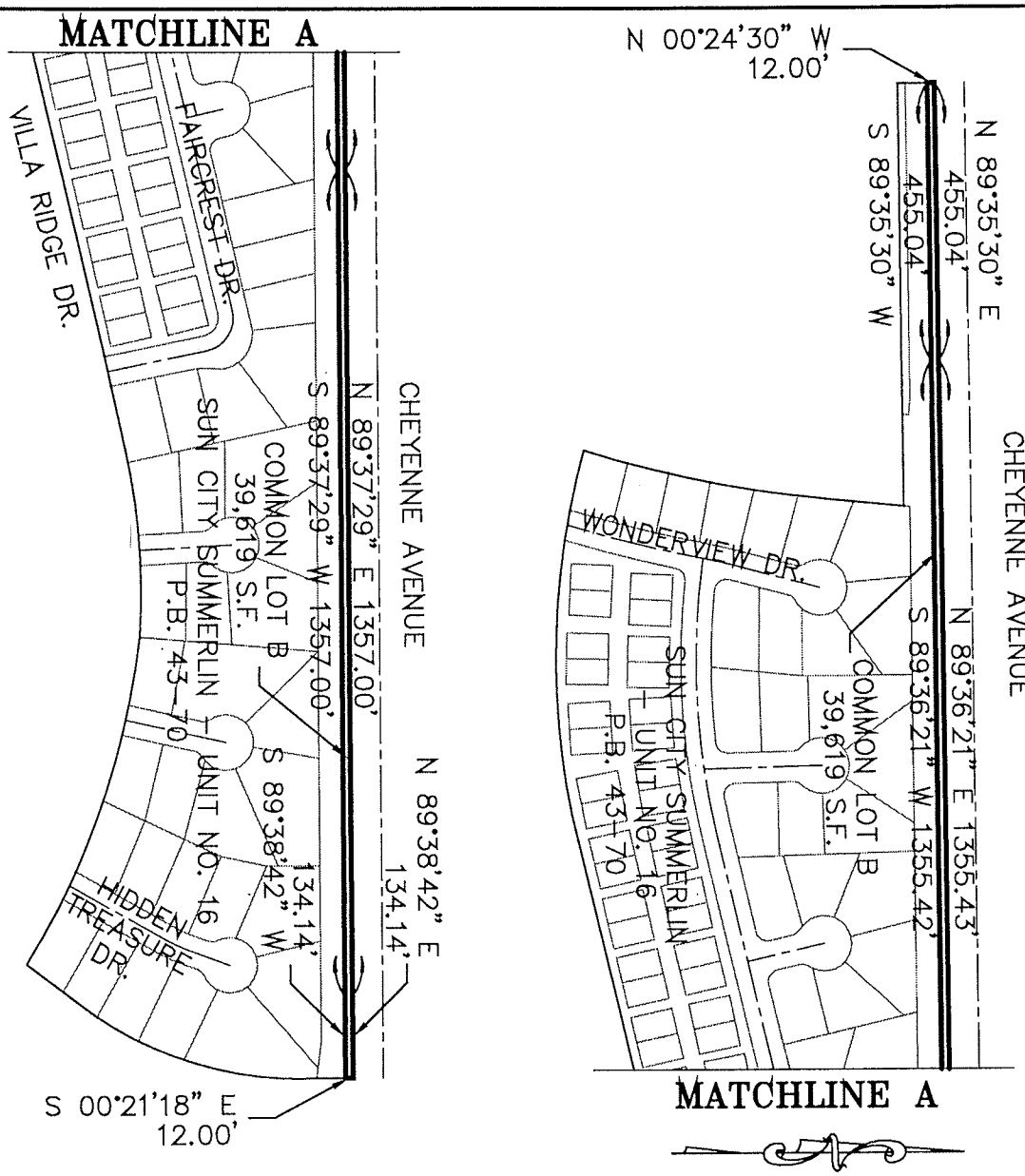
LEGAL DESCRIPTION
APN 138-17-597-001

BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 16" RECORDED SEPTEMBER 1, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 43 OF PLATS, AT PAGE 70, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 39,619 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-17-597-001.doc



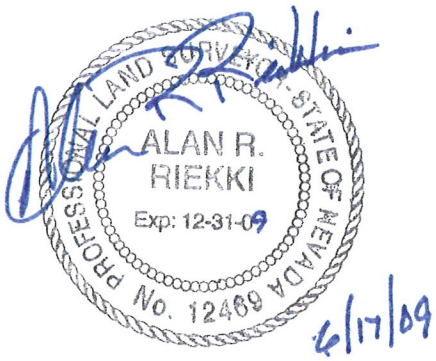
SCALE: 1" = 300'

APN 138-17-597-001
& 138-17-197-002

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 89°36'21" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY SUMMERLIN - UNIT NO. 16", RECORDED IN BOOK 43 OF PLATS, PAGE 70, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT B SUN CITY SUMMERLIN – UNIT NO. 16 RECORDED IN BOOK 43 OF MAPS, PAGE 70, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05-26-2009



JUNE 15, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

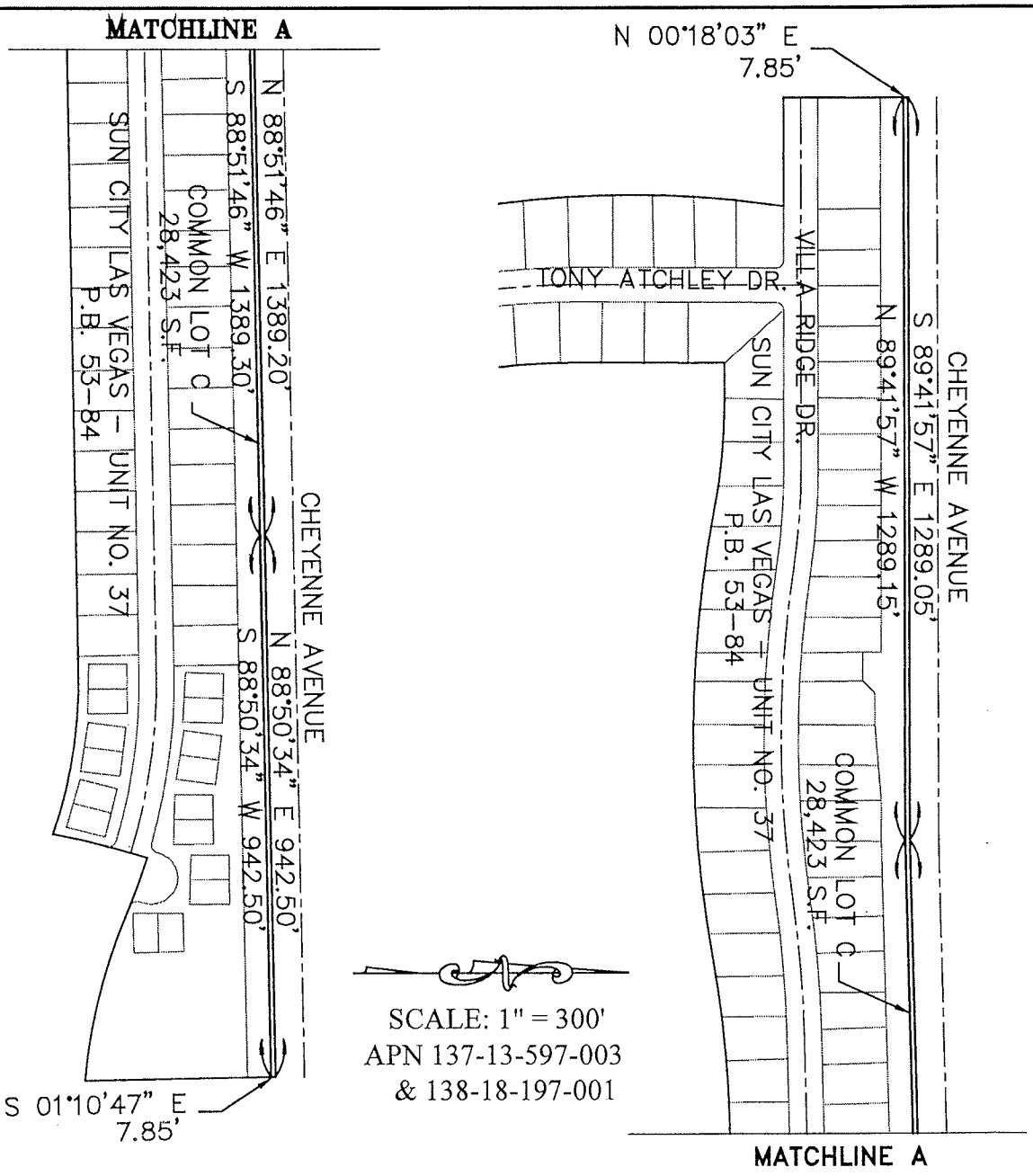
LEGAL DESCRIPTION
APN 138-18-197-001 &
APN 137-13-597-003

BEING COMMON LOT C OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 37" RECORDED SEPTEMBER 4th, 1992 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 53 OF PLATS, AT PAGE 84, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST AND SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 28,423 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

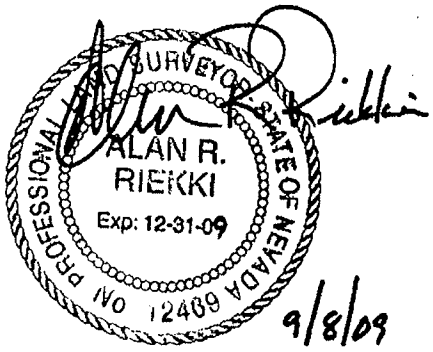
F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-001.doc



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT C SUN CITY LAS VEGAS – UNIT NO. 37 RECORDED IN BOOK 53 OF MAPS, PAGE 84, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 05–26–2009



SEPTEMBER 8, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF CHEYENNE BOULEVARD AND THE 215 BELTWAY FOR DEED PURPOSES.

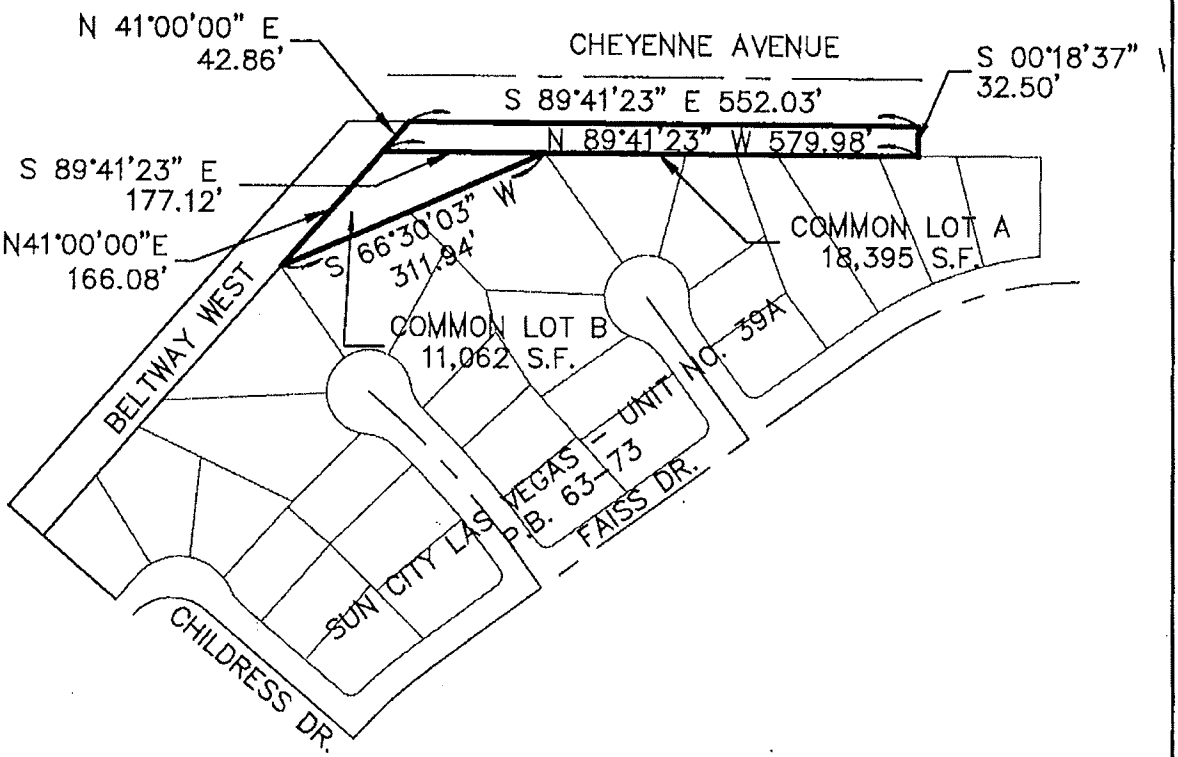
LEGAL DESCRIPTION
APN 137-13-197-005 & APN 137-13-197-008

BEING COMMON LOT "A" AND COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39A" RECORDED AUGUST 31, 1994 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 63 OF PLATS AT PAGE 73, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL ACREAGE OF 29,457 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\137-13-197-005 & 008.doc



SCALE: 1" = 200'
APN 137-13-197-005
& APN 137-13-197-008

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOTS A & B SUN CITY LAS VEGAS – UNIT NO. 39A RECORDED IN BOOK 63 OF MAPS, PAGE 73, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 09-03-2009

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

AVERAGE DA VALUE 22

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

	PARCEL BOUNDARY	001	PARCEL NUMBER
	SUBD BOUNDARY	1.00	ACREAGE
	ROAD EASEMENT	202	PARCEL SUB/SEQ NUMBER
	PM/LD BOUNDARY	PM 25-45	PLAT RECORDING NUMBER
	NON-PARCEL LOT LINE	5	BLOCK NUMBER
	MATCH LINE / LEADER LINE	5	LOT NUMBER
001	ROAD ID NUMBER	GL5	GOV. LOT NUMBER

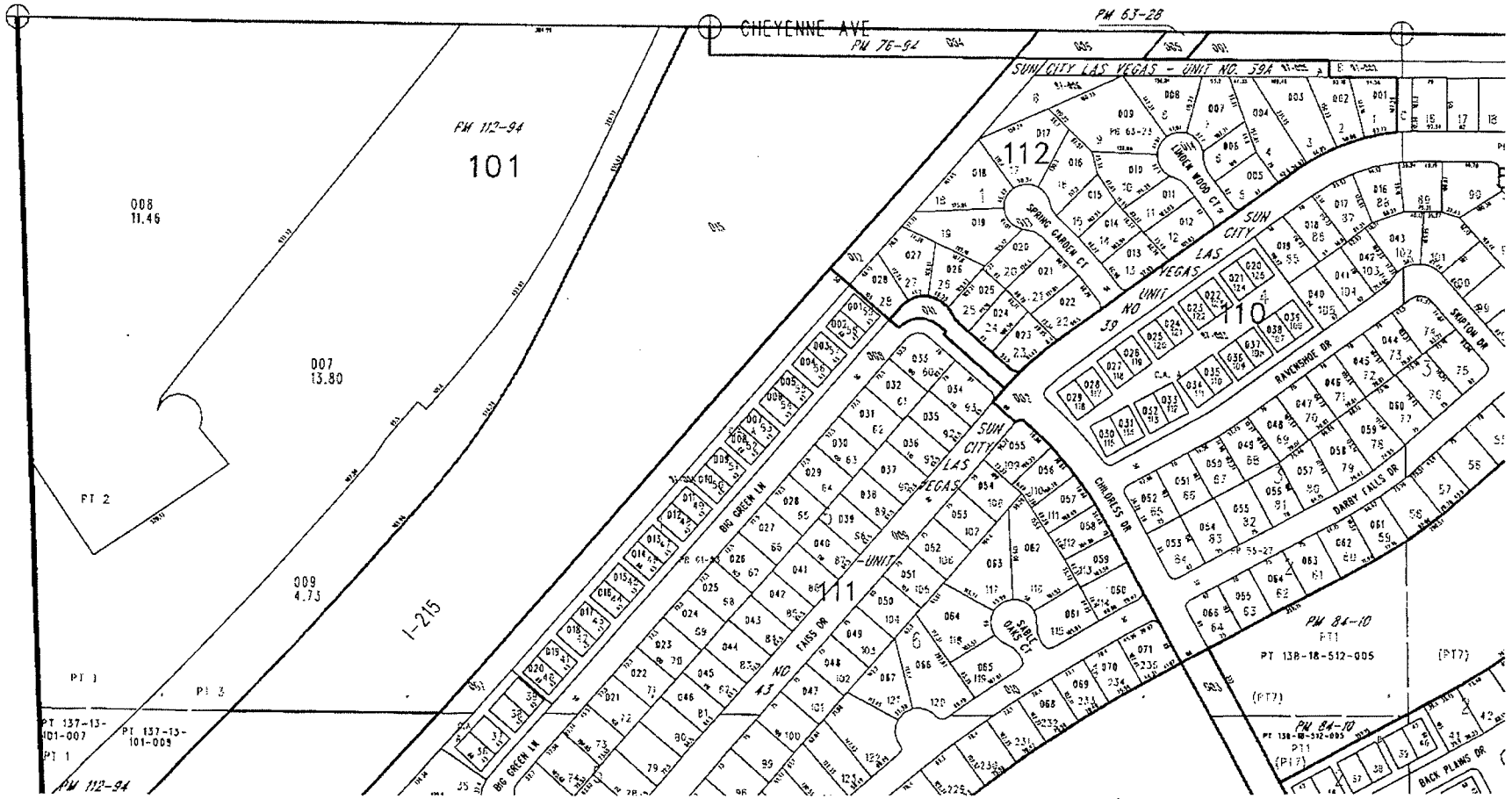
MAP T20S R59E | SEC. 13 | T N 2 NW 4 | 137-13-1

	R58E	R59E	R60E
T19S	127	126	125
T20S	136	137	138
T21S	155	164	163

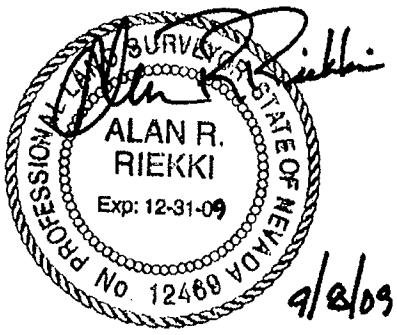
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

Scale:1"=200' Rev:11/30/06



TAX DIST 200



SEPTEMBER 8, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF1)

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTH OF CHEYENNE BOULEVARD EAST OF THE 215 BELTWAY FOR DEED PURPOSES.

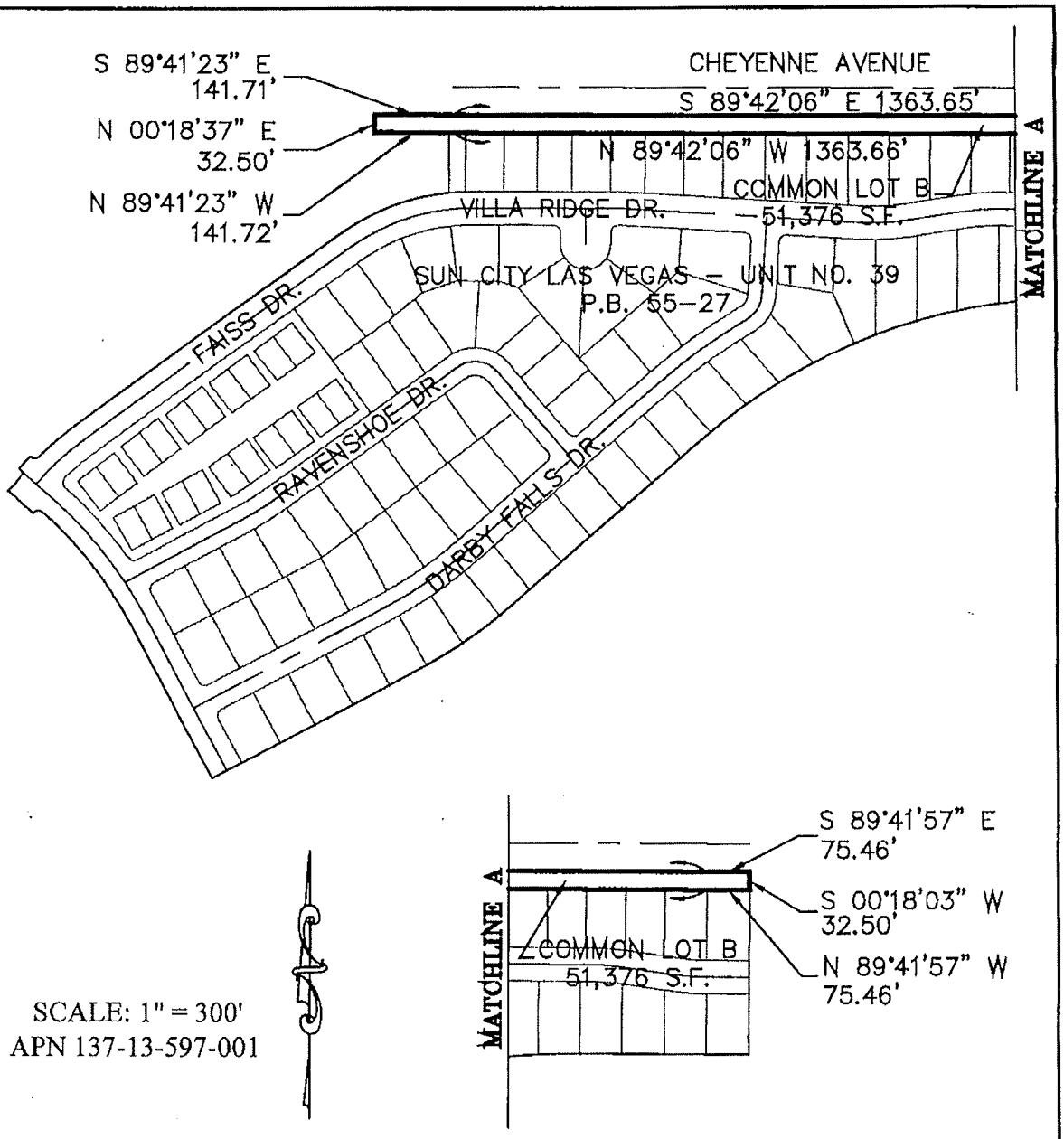
LEGAL DESCRIPTION
APN 137-13-597-001

BEING COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39" RECORDED JANUARY 15, 1993 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 55 OF PLATS AT PAGE 27, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL ACREAGE OF 51,376 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\137-13-597-001.doc



SCALE: 1" = 300'
APN 137-13-597-001

BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

CITY OF LAS VEGAS NEVADA	COMMON LOT B SUN CITY LAS VEGAS – UNIT NO. 39 RECORDED IN BOOK 55 OF MAPS, PAGE 27, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
	CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 09-03-2009

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein.

Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 580 800

MAP LEGEND

AVERAGE DA VALUE 22

ASSESSOR'S PARCELS - CLARK CO., NV.

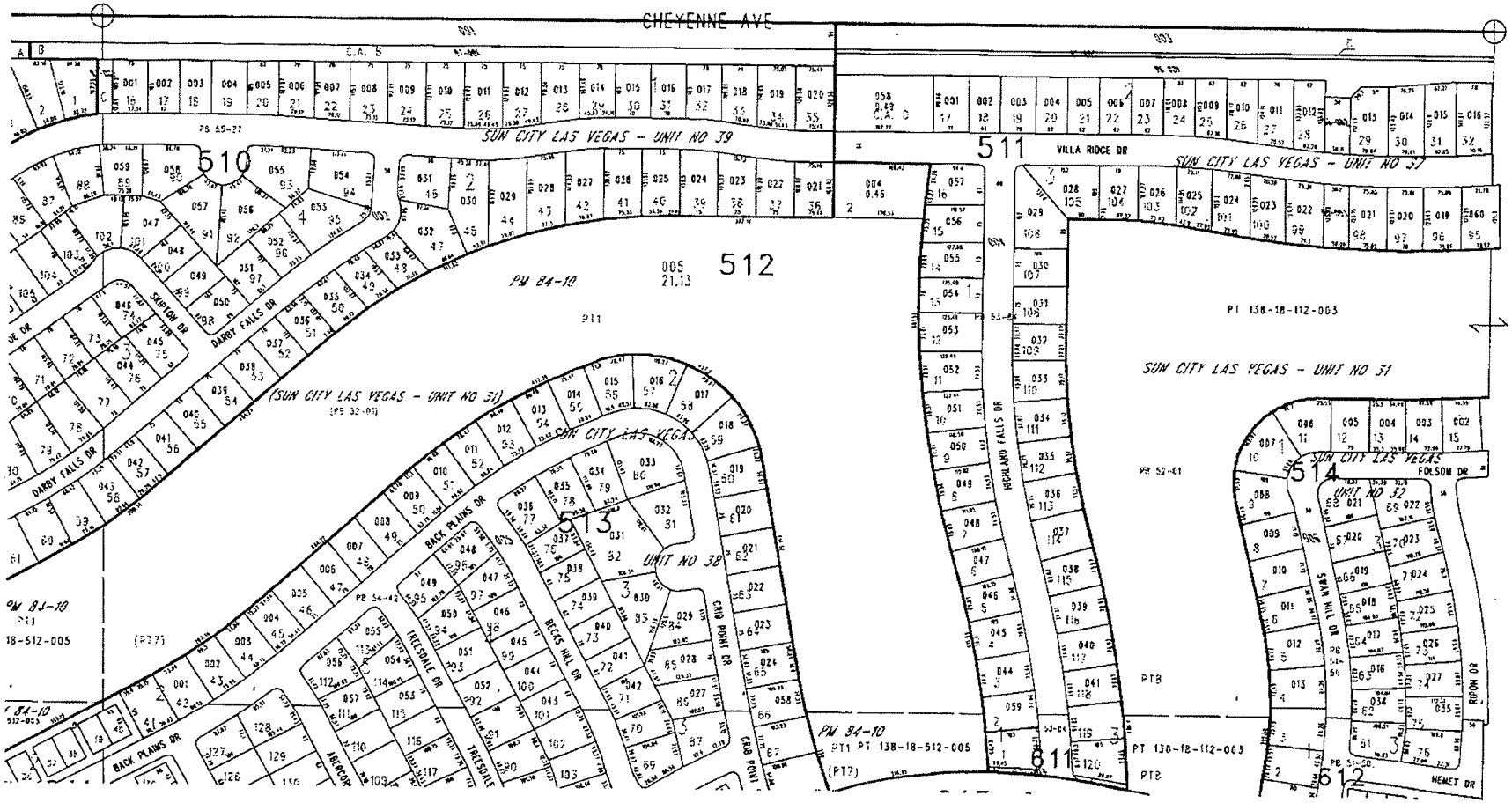
M. W. Schofield, Assessor

	PARCEL BOUNDARY	001	PARCEL NUMBER
	SUBD BOUNDARY	1.00	ACREAGE
	ROAD EASEMENT	202	PARCEL SUB/SEQ NUMBER
	PM/LO BOUNDARY	PB 55-45	PLAT RECORDING NUMBER
	NON-PARCEL LOT LINE	5	BLOCK NUMBER
	MATCH LINE / LEADER LINE	5	LOT NUMBER
800	ROAD ID NUMBER	GL5	GOV. LOT NUMBER

MAP T20S R59E | SEC 13 | TWP N 2 NE 4 | 137-13-5

T19S	R58E	R59E	R60E
T20S	127	126	125
T21S	136	137	138
	165	164	163

Scale:1"=200' Rev:09/24/97



TAX DIST 200

Exhibit 5

Intentionally Omitted as Duplicative

Exhibit 6

LAS VEGAS FIRE & RESCUE
STANDARD OPERATING PROCEDURES

OPERATIONS	NOISE REDUCTION POLICY FOR FIRE STATION 10
Effective Date: 07/19/02	
Supersedes: NEW	**M.P. 200.40** **Page 1 of 2**

I. INTRODUCTION In a cooperative effort to provide the highest level of emergency fire and paramedic services to the citizens of Las Vegas, the City Council approved the re-zoning of the property located at Martin Luther King Boulevard and Wall Street with this policy and these procedures included as a "condition of zoning". As long as Fire Station 10 is located and operating at this location, the following policy will be in effect.

A. Purpose: To provide assurance to the immediate neighbors of Fire Station 10 that Las Vegas Fire & Rescue is committed to doing everything possible to abate unnecessary noise, particularly from sirens, air horns, and back-up alarms.

B. Scope: These procedures will be implemented and enforced by all Las Vegas Fire & Rescue personnel when on the premises of Station 10 and in the immediate vicinity. This policy will remain in effect as long as Fire Station 10 is located at Martin Luther King Boulevard and Wall Street location.

C. Author: The Deputy Chief of Operations, through the S.O.P. Coordinator, shall be responsible for the content, revision, and annual review of this instruction.

II. RESPONSIBILITY

A. Deputy Chief of Operations: The Deputy Chief of Operations is responsible for personnel awareness and implementation of these procedures.

B. Station 10 Staff: Personnel assigned to Fire Station 10 are responsible to be familiar with and practice these procedures at all times.

C. All Other Las Vegas Fire & Rescue Personnel: Personnel department-wide are responsible to be familiar with and comply with these procedures when conducting Las Vegas Fire & Rescue business at or from Fire Station 10.

III. POLICY It is the policy of Las Vegas Fire & Rescue to provide quality customer service during both emergency and non-emergency operations. While emergency response requires expedition, often provided through the use of extreme public alert devices, units responding to emergencies from Fire Station 10 will do so in as quiet a manner as is possible.

OPERATIONS	NOISE REDUCTION POLICY FOR FIRE STATION 10
Effective Date: 07/19/02	
Supersedes: NEW	M.P. 200.40 Page 2 of 2

IV. PROCEDURE

A. Emergency Responses:

1. Las Vegas Fire & Rescue units will refrain from using sirens except when required by traffic conditions, until reaching main thoroughfares.

2. Las Vegas Fire & Rescue units will access the area east of Interstate 15 via Wall Street.

3. Traffic signals will control the flow of traffic in front of Station 10 and at the intersection of Oakey Boulevard and Martin Luther King to provide emergency response onto Oakey Boulevard without the use of sirens. The quiet zone will continue on Oakey Boulevard from MLK Boulevard to Rancho Drive.

4. Access into the Scotch Eighties community will be made through the crash gate located on the southwest corner of the Fire Station property and will be used only when necessary. The use of the crash gate will be for fire department business only.

5. Exceptions to the noise abatement policy will be made only when absolutely necessary, e.g. a life threatening situation.

B. Non-Emergency Activity:

1. All units returning to Fire Station 10 will utilize the paved driveway that provides rear access into the parking stalls. This will minimize the need for fire engines and ambulances to back up.

2. When it is necessary for fire units to back up, normal departmental back-up procedures will be followed, providing a firefighter to spot the driver, eliminating the use of back-up alarms.

3. Outside speakers for the station vocal system will be turned off after dark.

4. Radios and other alerting devices will be adjusted to low volume and used during daylight hours only.
5. Lynn testing
6. Jason Testing

EXHIBIT "7"

DISCLOSURE OF PRINCIPALS

The following is a list of the principals of Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, including all persons and entities holding more than a one percent (1%) interest in Sun City Summerlin Community Association, Inc.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
None			

The undersigned hereby certifies, under penalty of perjury, that the foregoing list if full and complete.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.
a Nevada non-profit corporation

_____

By:
Name:

EXHIBIT 2

DISCLOSURE OF PRINCIPALS

The following is a list of the principals of Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, including all persons and entities holding more than a one percent (1%) interest in Sun City Summerlin Community Association, Inc.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
None			

The undersigned hereby certifies, under penalty of perjury, that the foregoing list if full and complete.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.
a Nevada non-profit corporation

_____

By:
Name:

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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: $96,726,034.53
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 12/16-12/31/09

City of Las Vegas

Summary of Cash Expenditures

For period of 12/16-31/09

Total Services & Materials Checks :	**$24,405,278.48**
Total Services & Materials EFT Payments :	**$9,671,771.15**
Total Wire Transfers:	**$48,544,865.19**
Total Payroll Checks:	**$14,104,119.71**
Grand Total:	**$96,726,034.53**

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.

for Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On January 20, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of Change of Business Name and Change of Ownership for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Ramirez & Valdez, dba El Ausente Mexican Restaurant, To: El Ausente Restaurant LLC, dba El Ausente Restaurant, 2536 Fremont Street, Victor Ramirez, Mgr, 50% and Andres Valdez, Mgr, 50% - Ward 3 (Reese)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Change of Ownership for Beer/Wine/Cooler On-sale License, Juan Manuel Moreno Lepe, dba El Chamizal, 1054 North Rancho Drive, From: Juan Manuel Moreno Lepe, Owner, 100%, To: Juan Manuel Moreno Lepe, Owner 50% and Maria Luna-Villa, Owner, 50% - Ward 5 (Barlow)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Change of Business Name and Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From T & C Ventures, Inc., dba Timbers 7, To: Joey's, Inc., dba Joey's, 7081 West Craig Road, Joey E. Johnson, Pres, Secy, Treas, Shareholder, 50% and Tousif M. Pasha, Dir, Shareholder, 50% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name and Change of Ownership for a Tavern License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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, Joey's, Inc., dba Joey's, 7081 West Craig Road, Joey E. Johnson, Pres, Secy, Treas, Shareholder, 50% and Tousif M. Pasha, Dir, Shareholder, 50% - Ward 4 (Anthony)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Change of Ownership for a Tavern License subject to the provisions of the fire code and Health Dept. regulations, From: BD Star, Inc., To: Three Mesquites, LLC, dba Shotz, 4601 West Sahara Avenue, Suite W, Alan E. Larosee, Mgr, 45% and Wolfe E. Rudman, Mmbr, 55% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Tavern License.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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, Three Mesquites, LLC, dba Shotz, 4601 West Sahara Avenue, Suite W, Alan E. Larosee, Mgr, 45% and Wolfe E. Rudman, Mmbr, 55% - Ward 1 (Tarkanian)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a new Beer/Wine/Cooler On-sale License, KNW, Inc., Sushi Avenue 2 & Oyster Bar, 4949 North Rancho Drive, Kang In Yi, 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 a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Hypnotherapy License, From: Janet Linda Lactaoen, dba Janet Linda Lactaoen, 800 North Rainbow Boulevard, Suite 170, To: Janet Linda Lactaoen, dba Sunrise Hypnosis, 800 North Rainbow Boulevard, Suite 171, Janet L. Lactaoen, Ptnr, 50% and Roger Wolf, Ptnr, 50% - Ward 1 (Tarkanian)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Change of Business Name for a Massage Establishment License, Tri-Source Inc., dba From: Solis Salon, To: Solis Salon and Body Care, 2227 South Rainbow Boulevard, Melody Liddle, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 050672-DD, Engineering Design Services Agreement with CH2M Hill for RTC Interlocal Contract #482 - Bus Turnout Project 2005 Within Charleston Boulevard from Nellis Boulevard to Fremont Street - Department of Public Works - Award recommended to: CH2M HILL, INC. ($85,070 - Road and Flood Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $85,070
Funding Source: Road and Flood Capital Projects Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Agreement No. 050672-DD was approved by City Council on March 2, 2005 and provided engineering design services for project improvements associated with the installation of bus turnouts along Citizen Area Transit bus routes. This amendment will provide for coordination of meetings, potholing, preparation and update of right-of-way drawings and related design services.

PCC: D. Collins
POC: Jim Foss - (702) 369-6175

RECOMMENDATION:
That City Council approve award of Amendment No. 1 to Agreement No. 050672-DD, Engineering Design Services Agreement with CH2M Hill for RTC Interlocal Contract #482 - Bus Turnout Project FY 2005 Within Charleston Boulevard from Nellis Boulevard to Fremont Street to CH2M Hill, Inc. in the amount of $85,070, bringing the total Agreement amount to $484,629. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Agreement No. 050672-DD
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and CH2MHill, Inc., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated *March 2, 2005, (herein the "Agreement"), retaining the services of the Consultant for *preliminary engineering, final design, biding phase support and basic construction management support services for the interlocal Contract #482 - Bus Turnout Project FY 2005 more fully described therein in connection with the improvements to be constructed at 15 Bus Turnout locations along Charleston Boulevard between Fremont Street and Nellis Boulevard and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to multiple revisions and relocations of bus turnouts within the project area, potholing, right of way services, and record of survey.

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

1. Exhibit "A" Scope Of Services, for detail of additional design required, is hereby attached.

2. Exhibit "C" - Manhour Estimate, with fee breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $81,463.00 from $399,559.00 to $481,022.00, is hereby attached

3. Exhibit "D" – Cost Derivation and Hourly Fee Schedule, to add Task No. 700 for additional services, is hereby attached.

4. Revised Exhibit "G" Disclosure of Ownership/Principals, is hereby attached

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

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

CITY OF LAS VEGAS

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

CH2MHill, Inc.

By: James Foss 12/28/09
Jim Foss, Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/23/09
Deputy City Attorney Date

EXHIBIT A
SCOPE OF SERVICES

Charleston Bus Turnouts – Contract Amendment #1
Task 700 - Additional Services Requested

705 ADDITIONAL PROGRESS OR COORDINATION MEETINGS -

The Consultant shall attend any additional progress meetings and coordination meetings as directed by the City.

715 UTILITY POTHOLING -

The Consultant will excavate up to three (3) additional potholes within NDOT right of way to a depth of up to seven (7) feet. An encroachment permit, pavement restoration and traffic control will be provided for the potholing efforts. In addition, the potholes will be surveyed for location in the plans.

725 RECORD OF SURVEY -

As noted above

740 RIGHT OF WAY –

Consultant will prepare or update right-of-way drawings showing existing right-of-ways and easements and proposed right-of ways and easements. For all right-of way which must be acquired, Consultant will prepare deeds and legal descriptions with property maps/ exhibits showing topo areas, easements and vesting. Where existing property is to be disturbed by construction, 11x17 exhibits are to be sent to affected property owners showing the location of temporary construction and the nature of the construction.

750 DESIGN SERVICES -

Consultant will provide services as detailed below in accordance with the original contract.

- Design modifications to the Fremont Street (E) turnout to enlarge the driveway to 16' for the property APN 162-01-111-003.

- Design modifications to the Mojave Road (W) turnout to relocate the turnout east of the entrance to the Oasis Ridge Apartments.

- Due to project delays and dynamic site conditions, the plans, specifications and estimates for the Charleston Bus Turnouts, Nellis Blvd. to Fremont Street will be updated and finalized per changes within the Charleston Blvd. corridor. The plans will be updated to reflect current turnout locations, project horizontal control, ownership changes, property access changes, right of way, utility and electrical changes.

- In addition to the plans updates, the quantities and estimate will be updated with current unit costs, and the specification will include the most recent updates from the City and additional changes to Right of Way exhibits and easements.

Plans will be updated for Charleston Bus Turnouts project consistent with the original contract and scope of services. This will include revisions to the following sheets:

•	COVER SHEET
• G-1	INDEX OF SHEETS, ABBREVIATIONS AND LEGEND
• G-2	GENERAL NOTES
• G-3 – G-6	HORIZONTAL CONTROL PLANS
• G-7	ESTIMATE OF QUANTITIES
• G-8	KEY MAP
• G-9 - G-15	LOCATION MAP/ELECTRICAL PLANS
• TY-1	TYPICAL SECTIONS
• R-1 - R-14	PLANS & GRADING
• R-15 – R-18	STORM DRAIN PLANS, PROFILES AND DETAILS

ASSUMPTIONS OR DELIVERABLES:

- Pre-Final Submittal (11x17 bond plans, specifications and estimate) to the City, Clark County Public Works, the Regional Transportation Commission, Nevada Department of Transportation and local utilities

- 100% Submittal (1 set 24x36 Mylar Plan sheets, stamped with approved signatures; Special Provisions (stamped); 1 set 11x17 bond with specifications and estimate to be submitted to CCPW, RTC and NDOT;
(4 sets 24x36 bond Plans and Special Provision and 1 set 11x17 bond Plans to be submitted to the City)

- Estimated Construction Schedule (Microsoft Project format); Electronic copies of Plans (AutoCAD 2002) and Estimate (Microsoft Excel)

EXHIBIT C - MANHOUR ESTIMATES / FEE BREAKDOWN
Charleston Bus Turnouts Contract Amendment #1

Contract Information: From Nellis Blvd. to Freemont Street
Consultant Information: CH2M HILL
Project Manager: John Taylor

	Cost per hour:	$ 180.00	$ 112.50	$ 105.00	$ 100.00	$ 72.00	Hours Subtotal	Task Cost	Direct Expenses
Task No.	TASK DESCRIPTION	Project Manager	Engineer/ Planner	Technician	CADD	Admin. Assistant			
750	TOP TASK								
750.01	Final Design Plans	20	80	40	60	8	208		$1,000.00
		$ 3,600.00	$ 9,000.00	$ 4,200.00	$ 6,000.00	$ 576.00		$23,376.00	
750.02	Specifications and Estimates	2	24	12	16	8	62		$20.00
		$ 360.00	$ 2,700.00	$ 1,260.00	$ 1,600.00	$ 576.00		$6,496.00	
750.03	Design Modifications Freemont/ Mojave	4	40	12	20	8	84		
		$ 720.00	$ 4,500.00	$ 1,260.00	$ 2,000.00	$ 576.00		$9,056.00	
A10.04	Constructions Services	4	40	12	20	4	80		$300.00
		$ 720.00	$ 4,500.00	$ 1,260.00	$ 2,000.00	$ 288.00		$8,768.00	
750.BA	Final Design Plans - Barajas & Assoc.	1	2	2	3	0	8		
		$ 180.00	$ 225.00	$ 210.00	$ 300.00	$ -		$915.00	
740.PJ	Property Description Revisions/Right of Way	6	30	8	8	3	55		$10.00
		$ 1,080.00	$ 3,375.00	$ 840.00	$ 800.00	$ 216.00		$6,311.00	
715.AZ	Potholes (assumed 3 total)	2	10	6	6		24		
		$ 360.00	$ 1,125.00	$ 630.00	$ 600.00	$ -		$2,715.00	
	Total Basic Services Hours	39	226	92	133	31	521		
	Total Basic Services Fee	$7,020.00	$25,425.00	$9,660.00	$13,300.00	$2,232.00		$57,637.00	$1,330.00
							TOTAL TASK HOURS		521
							LABOR COST		$57,637.00
							DIRECT EXPENSES		$1,330.00
							TOTAL COST		$ 58,967.00

EXHIBIT D – Cost Derivation and Hourly Fee Schedule
Charleston Bus Turnouts Contract Amendment #1

Contract Information: From Nellis Blvd. to Fremont Street
Consultant Information: CH2M HILL
Project Manager: John Taylor

										Lump Sum Task Amounts
	Cost per hour:	$ 180.00	$ 112.50	$ 105.00	$ 100.00	$ 72.00	**Hours Subtotal**	**Task Cost**	**Direct Expenses**	
Task No.	**TASK DESCRIPTION**	**Project Manager**	**Engineer/ Planner**	**Technician**	**CADD**	**Admin. Assistant**				
	ADDITIONAL SERVICES									
750.CT	Contingency Funds - As Needed /Authorized	0	0	0	10	0	0	0	0	
	Additional Engineering Design	24	40	52	52	28	0	0	0	**$22,496.00**
	Total Additional Services - Hours	**24**	**40**	**52**	**62**	**28**	**0**	**0**	**0**	
	Total Additional Services - Fee	**$4,320.00**	**$4,500.00**	**$5,460.00**	**$6,200.00**	**$2,016.00**	**$0.00**	**$22,496.00**	**$0.00**	**$22,496.00**

EXHIBIT G
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	CH2M HILL , INC.
Address	2285 Corporate Circle, #200 Henderson, NV 89074
Telephone	702-369-6175
EIN or DUNS	06-324-08207

Block 2	**Description**
Subject Matter of Contract/Agreement:	Intralocal Comtract 482- Bus Turnouts Project – Engineering Design Services
RFP #:	482

Block 3 **Type of Business**

[June 2000]

☐ 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	CH2M HILL COMPANIES, LTD – 100%	9191 South Jamaica Street Englewood, CO 80112	303-771-0900
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

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

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

Name of Attached Document: Active Officers and Directors

Date of Attached Document: 10-13-09 Number of Pages: 1

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 12th day of October, 2003.

Notary Public

Jim Foss

Name

Jim Foss, Vice President

Date

10-12-09

CLAYTON KNEIP
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 09-10035-1
MY APPT. EXPIRES MAY 08, 2013

[June 2000]

CH2M HILL Legal Entities - List of Active Officers and Directors

10/13/2009

CH2M HILL, INC.

Director	Title
Dehn, William T.	BOARD OF DIRECTORS
	PRESIDENT
McLean, Margaret B.	BOARD OF DIRECTORS
	SECRETARY
	VICE PRESIDENT
Santee, Melanie Catherine	BOARD OF DIRECTORS
	SENIOR VICE PRESIDENT
	CHIEF FINANCIAL OFFICER
Bailey, Robert W.	SENIOR VICE PRESIDENT
Brune, Frederick M.	SENIOR VICE PRESIDENT
Card, Robert G.	SENIOR VICE PRESIDENT
Gelman, Stephen R.	SENIOR VICE PRESIDENT
Lasswell, Mark A.	SENIOR VICE PRESIDENT
Lupia, Eugene A.	SENIOR VICE PRESIDENT
McIntire, Lee A.	SENIOR VICE PRESIDENT
McKelvy, Michael E.	SENIOR VICE PRESIDENT
Spears, Mark S.	SENIOR VICE PRESIDENT
Chase, Paula W.	ASSISTANT SECRETARY
Shelton, Brian R.	TREASURER
	VICE PRESIDENT
Shea, JoAnn	CONTROLLER
	VICE PRESIDENT
Benson, Jr., Philip D.	VICE PRESIDENT
Bieniulis, Susan M.	VICE PRESIDENT
Bullock, Robert H.	VICE PRESIDENT
Finlay, Euan	VICE PRESIDENT
Galloway, Lori	VICE PRESIDENT
Harris, Michael R.	VICE PRESIDENT
Jeffcoat, W. Bakely	VICE PRESIDENT
Johnson, Lloyd W.	VICE PRESIDENT
Ruhl, Terry A.	VICE PRESIDENT
Alderson, Breck	ASSISTANT VICE PRESIDENT
Anderson, Gordon N.	ASSISTANT VICE PRESIDENT
Barber, Scott J.	ASSISTANT VICE PRESIDENT
Bauer-Martinez, John A.	ASSISTANT VICE PRESIDENT
Brubaker, Gregory F.	ASSISTANT VICE PRESIDENT
Crandall, Charles N.	ASSISTANT VICE PRESIDENT
Hememann, Thomas J.	ASSISTANT VICE PRESIDENT
Higgins, Thomas E.	ASSISTANT VICE PRESIDENT
Lathen, Robert L.	ASSISTANT VICE PRESIDENT
Lehnen, Jeffrey D.	ASSISTANT VICE PRESIDENT
Matthoiss, Bruce	ASSISTANT VICE PRESIDENT
Orlowski, Thomas C.	ASSISTANT VICE PRESIDENT
Whealy, Robert W.	ASSISTANT VICE PRESIDENT

EXHIBIT G

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	CH2M HILL , INC.
Address	2285 Corporate Circle, #200 Henderson, NV 89074
Telephone	702-369-6175
EIN or DUNS	06-324-08207

Block 2	**Description**
Subject Matter of Contract/Agreement:	Intralocal Comtract 482- Bus Turnouts Project – Engineering Design Services
RFP #:	482

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.	CH2M HILL COMPANIES, LTD – 100%	9191 South Jamaica Street Englewood, CO 80112	303-771-0900
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Active Officers and Directors

Date of Attached Document: 10-13-09 Number of Pages: 1

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 12th day of October, 2003.

Notary Public

Jim Foss

Name

Jim Foss, Vice President

Date

10-12-09

CLAYTON KNEIP
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 09-10035-1
MY APPT. EXPIRES MAY 08, 2013

CH2M HILL Legal Entities - List of Active Officers and Directors

10/13/2009

CH2M HILL, INC.

Director	Title
Dehn, William T.	BOARD OF DIRECTORS
	PRESIDENT
McLean, Margaret B.	BOARD OF DIRECTORS
	SECRETARY
	VICE PRESIDENT
Santee, Melanie Catherine	BOARD OF DIRECTORS
	SENIOR VICE PRESIDENT
	CHIEF FINANCIAL OFFICER
Bailey, Robert W.	SENIOR VICE PRESIDENT
Brune, Frederick M.	SENIOR VICE PRESIDENT
Card, Robert G.	SENIOR VICE PRESIDENT
Gelman, Stephen R.	SENIOR VICE PRESIDENT
Lasswell, Mark A.	SENIOR VICE PRESIDENT
Lupia, Eugene A.	SENIOR VICE PRESIDENT
McIntire, Lee A.	SENIOR VICE PRESIDENT
McKelvy, Michael E.	SENIOR VICE PRESIDENT
Spears, Mark S.	SENIOR VICE PRESIDENT
Chase, Paula W.	ASSISTANT SECRETARY
Shelton, Brian R.	TREASURER
	VICE PRESIDENT
Shea, JoAnn	CONTROLLER
	VICE PRESIDENT
Benson, Jr., Philip D.	VICE PRESIDENT
Bieniulis, Susan M.	VICE PRESIDENT
Bullock, Robert H.	VICE PRESIDENT
Finlay, Euan	VICE PRESIDENT
Galloway, Lori	VICE PRESIDENT
Harris, Michael R.	VICE PRESIDENT
Jeffcoat, W. Blakely	VICE PRESIDENT
Johnson, Lloyd W.	VICE PRESIDENT
Ruhl, Terry A.	VICE PRESIDENT
Alderson, Breck	ASSISTANT VICE PRESIDENT
Anderson, Gordon N.	ASSISTANT VICE PRESIDENT
Barber, Scott J.	ASSISTANT VICE PRESIDENT
Bauer-Martinez, John A.	ASSISTANT VICE PRESIDENT
Brubaker, Gregory F.	ASSISTANT VICE PRESIDENT
Crandall, Charles N.	ASSISTANT VICE PRESIDENT
Heinemann, Thomas J.	ASSISTANT VICE PRESIDENT
Higgins, Thomas E.	ASSISTANT VICE PRESIDENT
Lathen, Robert L.	ASSISTANT VICE PRESIDENT
Lehnen, Jeffrey D.	ASSISTANT VICE PRESIDENT
Mattheiss, Bruce	ASSISTANT VICE PRESIDENT
Orlowski, Thomas C.	ASSISTANT VICE PRESIDENT
Whealy, Robert W.	ASSISTANT VICE PRESIDENT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of award of Amendment No. 3 to Agreement No. 06.11549, Engineering Design Services Agreement for Martin Luther King Boulevard Widening: Alta Drive to Carey Avenue Project - Department of Public Works - Award recommended to: VTN NEVADA ($309,067 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $309,067
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Agreement No. 06.11549 was approved by City Council on July 2, 2003 and provided engineering design services for the project to widen Martin Luther King Boulevard. This third amendment increases the scope of work by adding additional design services related to landscaping requirements, traffic revisions and bus turnouts requested by the Regional Transportation Commission and additional roadway improvements due to the construction of a new Metro station on the northwest corner of the Martin Luther King Boulevard and Alta Drive intersection. Funding for this project is provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Ken Gilbreth - (702) 247-4020

RECOMMENDATION:
That City Council approve award of Amendment No. 3 to Agreement No. 06.11549, Engineering Design Services Agreement for Martin Luther King Boulevard Widening: Alta Drive to Carey Avenue Project to VTN Nevada in the amount of $309,067, bringing the total Agreement amount to $2,076,907. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 3 to Agreement No. 06.11549
2. Certificate - Disclosure of Ownership/Principals

THIRD AMENDMENT TO ENGINEERING DESIGN SERVICES AGREEMENT FOR MARTIN LUTHER KING BOULEVARD WIDENING: ALTA DRIVE TO CAREY AVENUE PROJECT

THIS THIRD AMENDMENT made and entered into as of the _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "CITY") and VTN NEVADA (herein the "CONSULTANT")

WITNESSETH

WHEREAS, the CITY and the CONSULTANT have entered into an Engineering Design Services Agreement dated July 2, 2003, Amended April 19, 2006 and September 19, 2007 (herein the "AGREEMENT"), retaining the services of the CONSULTANT for the design of the Martin Luther King Boulevard Widening from Alta Drive to Carey Avenue Project (herein the "PROJECT"), and

WHEREAS, the CITY desires to modify the services of the Consultant to include additional design services not included in the original scope of the Project.

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

1. Section Seven, Compensation and Terms of Payment, Paragraph 7.01 of the AGREEMENT is hereby amended to change the amount set aside as referenced therein from $1,767,840 to $2,076,907.

2. Insert new Exhibit A-03, Scope of Work; Exhibit B-03, Additional Engineering Services; Exhibit C-03, Manpower Task Breakdown; Exhibit D-03, Cost Derivation; and Exhibit G-03, Disclosure of Ownership/Principals; all as attached hereto.

IN WITNESS WHEREOF, the parties have caused this THIRD AMENDMENT to the original AGREEMENT to be executed the day and year first above written.

CITY OF LAS VEGAS

By_____
KATHLEEN RAINEY, Manager
Purchasing and Contracts

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/15/09
Deputy City Attorney Date

VTN NEVADA

By_____
KEN D. GILBRETH, Principal
"CONSULTANT"

EXHIBITS

Exhibit "A-03"	**Scope of Work**
Exhibit "B-03"	**Additional Engineering Services**
Exhibit "C-03"	**Manhour Task Breakdown**
Exhibit "D-03"	**Cost Derivation**
Exhibit "E-03"	**Not Required**
Exhibit "F-02"	**Not Required**
Exhibit "G-03"	**Disclosure of Ownership/Principals**

EXHIBIT A-03
Scope of Work

The work consists of engineering services for connection of Martin L. King Improvements to Metro Headquarters including: 90% submittal plans; Pre-Final Submittal; Final (Bid Set) Submittal; Utility Coordination; Potholes; Specifications; Legal Descriptions; Bid Support; and Limited Construction Services and miscellaneous.

MLK-METRO CONNECTION

- **TASK METRO 1.1 – 90% Submittal.** The 90% submittal will include plans. Plans will include but are not limited to the following; general sheets, survey control, typical cross sections, miscellaneous details, structural details, water details, roadway plan and profile, median island geometrics, property details, storm drain plan and profile, storm drain laterals, striping plans, signage plans and street lighting plans. The 90% submittal will include one full size bond (24"X36") and five half size (11"X17") plan sets.

- **TASK METRO 1.2 – Pre-Final Submittal.** The Pre-Final submittal will include plans addressing 90% submittal comments to complete the Pre-Final plan set. The Pre-Final plan set will include one full size bond (24"X36") and five half size (11"X17") plan sets.

- **TASK METRO 1.3 – Final (Bid Set) Submittal.** The Final submittal will include plans addressing Pre-Final submittal comments to complete the Final (Bid Set) plan set and include one full size mylar (24"X36") and one half size (11"X17") plan sets.

- **TASK METRO 1.4 – Utility Coordination.** Miscellaneous items will include utility coordination with LVVWD, NV Energy, Southwest Gas, Centurylink, Cox Communications, etc in regards to facilities that are in conflict to proposed improvements. VTN will obtain signatures from agencies affected by proposed improvements.

- **TASK METRO 1.5 – Potholes.** Perform up to five potholes, by subconsultant, field survey pothole findings.

- **TASK METRO 1.6 – Specifications.** Produce specifications for 90% submittal, address comments from 90% review and incorporate into Pre-Final submittal, address comments from Pre-Final review and incorporate into the Final (Bid Set) submittal. Coordination with City of Las Vegas staff.

- **TASK METRO 1.7 – Legal Descriptions.** Produce up to four legal descriptions for affected properties, including exhibits for temporary construction easements (TCE).

- **TASK METRO 1.8 – Bid Phase Support.** Bid phase support will include attending pre-bid meeting, attending pre-construction meeting, attending bid opening meeting

- **TASK METRO 1.9 – Limited Construction Services.** Limited construction services will include addressing up to ten clarification questions (RFI's), two site visits and issuing up to ten revised drawings.

The work consists of additional engineering services for the Martin L. King Improvements including; NDOT Revisions; Miscellaneous Revisions; Traffic Revisions; Median Island Revisions; and Bus Turnouts.

ADDITIONAL ENGINEERING SERVICES

- **TASK ADD 3.1 – NDOT Revisions.** Redesign of the current alignment to revise per NDOT request of adding sidewalk to the west side of MLK under US 95. The redesign will affect multiple drawings including roadway plan and profiles, removal plans, median island plans, storm drain lateral profiles, traffic striping plans, traffic signage plans, two US 95 ramp traffic signals and a required NDOT submittal.

- **TASK ADD 3.2 – Miscellaneous Revisions.** Multiple miscellaneous plan revisions some of which required extra meetings, LVVWD signatures and coordination. Revisions include but are not limited to the following; bore and jack revision due to NV Energy changing of their mind, redesigns of large LVVWD meter vaults due to unknown (to LVVWD) utilities and LVVWD changes, abandonment of unknown LVVWD meter at Costco, revisions due to LVVWD unknown pipe types and corroded valves, revisions due to NV Energy design changes during construction, revisions to unknown Embarq utilities, revisions due to new improvements at the southwest corner of Carey, revisions at the southwest corner of Washington due to property owner, revisions of storm drain facilities due to as-built drawings different than actual construction.

- **TASK ADD 3.3 – Traffic Revisions.** Redesign of three intersections, underground signal plan, and median island plan revisions. These revisions affect multiple drawings including roadway plan and profiles, median island plans, traffic striping plans, traffic signage plans, and additional traffic signal underground plan. Redesign was requested by CLV traffic division.

- **TASK ADD 3.4 – Median Island Revisions.** Redesign of median island between Washington Avenue and Vegas Avenue. These revisions affect multiple drawings including roadway plan and profiles, median island plans, stripping plans, landscape plans and landscape lighting plans. Redesign of median island on Carey to match a new County project. These revisions affect multiple drawings including roadway plan and profiles, median island plans and stripping plans.

- **TASK ADD 3.5 – South of Carey Bus Turnout.** Relocation of the bus turnout south of Carey Avenue. These revisions affect drawings and legal descriptions. Redesign was due to LVVWD facilities for Clark County installed in wrong location.

- **TASK ADD 3.6 – North of Carey Bus Turnout.** Design a new bus turnout north of Carey Avenue. These revisions affect drawings and legal descriptions. The new bus turnout was requested by RTC.

EXHIBIT C-03
Manhour Task Breakdown

	HOURS		LABOR COSTS
TASK METRO ADDITIONAL ENGINEERING SERVICES			
Subtask METRO – 1.1: 90% Submittal	604	Hours	$68,040.00
Subtask METRO – 1.2: Pre-Final Submittal	358	Hours	$38,288.00
Subtask METRO – 1.3: Final (Bid Set) Submittal	178	Hours	$19,082.00
Subtask METRO – 1.4: Utility Coordination	128	Hours	$12,760.00
Subtask METRO – 1.5: Potholes	26	Hours	$ 3,540.00
Subtask METRO – 1.6: Specifications	96	Hours	$10,712.00
Subtask METRO – 1.7: Legal Descriptions	56	Hours	$ 5,912.00
Subtask METRO – 1.8: Bid Phase Support	60	Hours	$ 6,458.00
Subtask METRO – 1.9: Limited Construction Services	188	Hours	$20,396.00
PROJECT SUBTOTALS:	**1694**	**Hours**	**$185,188.00**
TASK ADD – ADDITIONAL ENGINEERING SERVICES			
Subtask ADD 3.1 - : NDOT Revisions	152	Hours	$16,088.00
Subtask ADD 3.2 - : Miscellaneous Revisions	141	Hours	$15,740.00
Subtask ADD 3.3 - : Traffic Revisions 2/2009	70	Hours	$ 7,628.00
Subtask ADD 3.4 - : Median Island Revisions	111	Hours	$12,181.00
Subtask ADD 3.5 - : South of Carey Avenue Bus Turnout	74	Hours	$ 8,644.00
Subtask ADD 3.6 - : North of Carey Avenue Bus Turnout	90	Hours	$10,324.00
PROJECT SUBTOTALS:	**638**	**Hours**	**$70,605.00**
PROJECT STAFFING TIME BREAKDOWN:			
Project Manager	75	Hours	
Team Leader	661	Hours	
Lead Designer	56	Hours	
Senior Engineer	28	Hours	
Traffic Engineer	68	Hours	
Engineer	303	Hours	
Technician	838	Hours	
Land Surveyor	34	Hours	
Survey Crew	56	Hours	
Clerical	213	Hours	
TOTAL HOURS	**2,332**	**Hours**	
SUBCONSULTANT/MISCELLANEOUS COSTS:			
TJ Krob – Lighting Design			$ 3,200.00
Geotech			$ 5,000.00
R2H – Structural			$11,614.00
WIB – Landscaping Median Island Design			$ 2,460.00
TBE – Potholes (5)			$ 6,000.00
SUBCONSULTANT SUBTOTALS:			**$28,274.00**
ADDITIONAL SERVICES:			
Miscellaneous			**$25,000**
AMENDMENT TOTAL INCREASE:			**$309,067.00**

EXHIBIT D-03
Fee Estimate

	ACTIVITY / TASK		PERSONNEL - hours										COSTS			TOTAL
	Description	Project Manager	Team Leader	Lead Designer	Senior Engineer	Traffic Engineer	Engineer	Technician	Land Surveyor	Survey Crew	Clerical	TOTAL HOURS	LABOR	OTHER DIRECT		COST
	RATE:	$165	$120	$105	$140	$144	$110	$95	$144	$210	$70					
TASK METRO	MLK – METRO CONNECTION															
1.1	90% Submittal	12	156	32		12	96	236	8	32	20	604	$68,040.00	$8,375.00	1,3,5	$76,415.00
1.2	Pre-Final Submittal	8	100	16		8	48	164	4		10	358	$38,288.00	3,525.00	1,3	$40,813.00
1.3	Final (Bid Set) Submittal	8	40	8		6	26	78	2		10	178	$19,082.00	$1,274.00	1,3	$20,356.00
1.4	Utility Coordination		40				40	8			40	128	$12,760.00			$12,760.00
1.5	Potholes		8				5			8	5	26	$ 3,540.00	$6,000.00	4	$ 9,540.00
1.6	Specifications	8	40			8	16				24	96	$10,712.00			$10,712.00
1.7	Legal Descriptions		12					32	8		4	56	$ 5,912.00			$5,912.00
1.8	Bid Phase Support	2	24			2	8	16			32	188	$20,396.00	$4,000.00	3	$24,396.00
	SUBTOTAL	**50**	**500**	**56**	**0**	**40**	**259**	**574**	**22**	**40**	**153**	**1694**	**$185,188.00**	**$22,174.00**		**$207,362.00**
TASK ADD -	ADDITIONAL ENGINEERING SERVICES															
3.1	NDOT Revisions	6	40			12	16	54			24	152	$16,088.00	$1,500.00	1,3	$17,588.00
3.2	Miscellaneous Revisions	8	41		28			44			20	141	$15,740.00	$ 500.00	2	$16,240.00
3.3	Traffic Revisions 2/2009	2	14			12		38			4	70	$ 7,628.00	$ 200.00	1	$7,828.00
3.4	Median Island Revisions	5	38			4	16	44			4	111	$12,181.00	$2,500.00	1,2	$14,681.00
3.5	South of Carey Bus Turnout	2	12				4	38	6	8	4	74	$ 8,644.00	$ 200.00	1	$ 8,844.00
3.6	North of Carey Bus Tunout	2	16				8	46	6	8	4	90	$10,324.00	$1,200.00	1,3	$11,524.00
	SUBTOTAL	**25**	**161**	**0**	**28**	**28**	**44**	**264**	**12**	**16**	**60**	**638**	**$70,605.00**	**$6,100.00**		**$76,705.00**
	TOTAL	**75**	**661**	**56**	**28**	**68**	**303**	**838**	**34**	**56**	**213**	**2332**	**$255,793.00**	**$28,274.00**		**$284,067.00**
	ADDITIONAL SERVICES															**$ 25,000.00**
	GRAND TOTAL															**$309,067.00**
	1 – TJ Krob, 2 - WLB, 3 – R2H, 4 - TBE															

EXHIBIT E-03

Not Required

EXHIBIT F-03

Not Required

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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2. Policy

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Block 1 **Contracting Entity**

Name: VTN Nevada

Address: 2727 S Rainbow Blvd
Las Vegas, NV 89146
Telephone: 702-247-4020

EIN or DUNS

Block 2 **Description**
MLK Metro Connector

RFP#

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

11-6-09
Date

Subscribed and sworn to before me this 6th day of

November, 2009

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Nye
SHARON L. DENISON
Appt. No. 94-2754-14
My Appt. Expires Jan. 6, 2010

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

4. Incorporation

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

Block 1 **Contracting Entity**

Name: VTN Nevada

Address: 2727 S Rainbow Blvd
Las Vegas, NV 89146
Telephone: 702-247-4020

EIN or DUNS

Block 2 **Description**
MLK Metro Connector

RFP#

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

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

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

11-6-09
Date

Subscribed and sworn to before me this 6th day of November, 2009

Sharon L Denison
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Nye
SHARON L. DENISON
Appt. No. 94-2754-14
My Appt. Expires Jan. 6, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of award of Task Order Agreement No. 100047-LD, Supervisory Control and Data Acquisition Integration Services (SCADA) for the Water Pollution Control Facility (WPCF) located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING, INC. (Not to Exceed $2,500,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with the ability to issue individual task orders for plant support, design support and training. The consultant will provide control system integration services for existing systems, newly installed systems and provide assistance during the design of new construction. The consultant will be required to work with City staff and engineering consultants to ensure equipment and systems will work with existing systems and will be required to provide support services for existing systems throughout the year.

PCC: L.E. Davis
POC: Jason Moore - (702) 302-3722

RECOMMENDATION:
That City Council approve award of Task Order Contract No. 100047-LD, Supervisory Control and Data Acquisition Integration Services (SCADA) for the Water Pollution Control Facility (WPCF) to Wunderlich-Malec Engineering, Inc. in the not to exceed amount of $2,500,000 for the period from date of award until January 19, 2012 with two two-year options to renew. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Task Order Agreement No. 100047-LD
2. Disclosure of Ownership/Principals

REVISED PER ADDENDUM # 1
TASK ORDER AGREEMENT
SUPERVISORY CONTROL & DATA ACQUISITION (SCADA)
WATER POLLUTION CONTROL FACILITY (WPCF)

THIS AGREEMENT is being entered into this _____ day of _____, 2010, 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 Wunderlich-Malec Engineering, Inc. (hereinafter the "Company") having its principal office located at 5501 Feltl Road, Minnetonka, MN 55343.

SECTION A – Contract Form

The subject matter of this Contract is the performance of Control System Integration and Support Services which include, but are not limited to:

- Interfacing with the Design Engineer, Contractor, and City of Las Vegas to provide SCADA Development, Database Modifications, and Testing/Acceptance/Inspection criteria and plan review.
- Preparation of SCADA Specifications, Plans, and/or Drawings for assigned projects. This also includes the preparation, or review, of Requests for Information (RFI's).
- SCADA changes associated with minor plant upgrades and modifications, Operations & Maintenance Training associated with any changes made, After Hours support as required, and other Control Systems support necessary for normal plant operations.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Individual Task Order"* means the individual work assignments issued by the Project Manager for services to be performed as outlined in the Exhibit A, Statement of Work.

(i) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

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

B-2 Contract Type

The Contract type is TASK ORDER AGREEMENT. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the following hourly rates on individual task orders:

Item No.	Description	Amount/Hour
0001	**Project Manager**	**$135**
0002	**Senior Controls Specialist**	**$120**
0003	**Senior HMI Developer**	**$105**
0004	**Controls Specialist**	**$120**
0005	**Senior PLC Programmer**	**$115**
0006	**HMI Developer**	**$98**

(b) Individual task orders will be issued by the City's Project Manager on as needed basis and billed at the hourly rates shown above, which shall remain in effect for the first year of the Task Order Agreement.

(c) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $189 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Purchasing and Contracts Manager must approve any deviations to these procedures.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) the associated purchase order number;
(v) receipts for Reimbursable Expenses/Travel Expenses; and
(vi) copy of the Progress Report, signed/approved by City's Project Manager.

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 or 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).

B-5 Performance Period

(a) The performance period commences from Award Date and continues for a two year period with the option to extend two – two year periods.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to accomplish the following:

(a) Provide Integration Services for all Environmental Division Construction Contracts that include SCADA additions or modifications.

(b) Provide Design Services for specific Environmental Division Control System Contracts as assigned.

(c) Provide Plant Support Services for all Environmental Division Facilities.

(d) Provide Design and Integration Services for minor Environmental Division SCADA modifications.

(e) Provide a minimum of two (2) on-site personnel and one (1) project manager. It is not a requirement for the project manager to remain on-site. The City of Las Vegas will provide furnished office space for the on-site staff, up to five (5), but the successful bidder is responsible for any phone and/or network services/connectivity. The City of Las Vegas will also provide Server hardware and software for use in HMI Development & Testing and the client software for HMI and PLC Programming.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Wunderlich-Malec Engineering, Inc.
Attn: Neal K. Wunderlich
5501 Feltl Road
Minnetonka, Minnesota 55343
Fax: (952) 933-0608

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Jay Karvonen as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Jason Moore as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance:[CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) 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.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

REVISED PER ADDENDUM #1

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)]		2
Attachment 2	Task Order/Procedures		2
Exhibit A	Statement of Work Revised per Addendum # 2		17

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, CMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/31/09

Deputy City Attorney Date

Wunderlich-Malec Engineering, Inc.

NEAL K. WUNDERLICH, President

"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 Wunderlich-Malec Engineering, Inc.	**Services for SCADA Integration Services provided to the Water Pollution Control Facility**
Address 5501 Feltl Road, Minnetonka, MN 55343	
Telephone 952-933-3222	
EIN or DUNS 41-1412464	**RFP# 100047-LD**

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.	Neal K. Wunderlich, Pres/Sec	5501 Feltl Road Minnetonka, MN 55343	952-933-3222
2.	Deborah A. Wunderlich, Treas.	5501 Feltl Road Minnetonka, MN 55343	952-933-3222
3.	Wunderlich-Malec Engineering Employee Stock Ownership Plan (ESOP)	5501 Feltl Road Minnetonka, MN 55343	952-933-3222
4.			
5.			
6.			

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: none

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: Not applicable

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.

Neal K. Wunderlich, President

December 29, 2009

Subscribed and sworn to before me this 29th day of December, 2009

Notary Public

TERRI A. FOSS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

ATTACHMENT 2
TASK ORDER PROCEDURES

Step 1 - Task Order Initiation
The City Project Manager sends a Task Order Form to the Company that states the task name, location, and description of the services to be performed.

Step 2 - Task Order Scope and Budget
The Company creates a detailed scope and budget estimate for the Task in question and fills in the Budget line and Sections A to F of the Task Order Form, as appropriate.

Step 3 - Task Order Review and Approval
The City Project Manager and Company representative will review and sign the Task Order Form with a final approval signature from the Environmental Division Manager.

Step 4 - Task Completion
The Company prepares a Task Order completion letter. This letter details the objectives achieved and/or missed, performance to budget comparison, invoicing history, delivery of Task Order documentation and any other pertinent documents received or created in the performance of services for the Task Order. This letter will be reviewed and signed by the City Project Manager and Company Representative. The Task Order completion letter will then be signed by the Environmental Division Manager. Once this process is finished the Task Order is considered CLOSED

SCADA Integration Task Order

Whereas the City and Consultant have signed a Task Order Agreement for the Consultant to provide professional services described in the Agreement and the City desires to utilize the Task Order Agreement to provide services for the following particular specific Task:

Task Name:
Location:
Description:
Task 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:

Reviewed and recommended by:
City Project Manager

Signature:_____ Date: ___/___/___
Name and Title

Company Representative

Signature:_____ Date: ___/___/___
Name and Title

Division Manager Approval

Dated this _____ day of _____, _____.

By: _____
Name, Environmental Division Manager

Upon execution hereof, this Project Task Order shall be attached to the Task Order Agreement.

REVISED PER ADDENDUM #2

EXHIBIT A - STATEMENT OF WORK

Scope of Work
Environmental Division SCADA Integration Services

Background and Definitions:
The Environmental Division currently encompasses a 91 MGD Water Pollution Control Facility (WPCF), a 1 MGD Re-Use Facility (BOMO), and a 10MGD Re-Use Facility (DHWRC). The environment includes 4 SCADA servers running Factorylink 7.x as an HMI, 3 Oracle servers running Oracle 10.x for data storage, and 79 Modicon Quantum PLC's programmed using Concept 2.6.

SCADA is defined as a complete system encompassing Instrumentation, Programmable Logic Controller (PLC) Hardware, PLC Software, Human-Machine Interface (HMI) Programming, and Database Configuration.

Integration Services include interfacing with the Design Engineer, Contractor, and City of Las Vegas to provide SCADA Development, Database Modifications, and Testing/Acceptance/Inspection criteria and plan review.

Design Support Services include the preparation of SCADA Specifications and the review of associated Plans, Drawings, and Specifications for assigned projects. This also includes the preparation, or review, of Requests for Information (RFI's) when required.

Plant Support Services include SCADA changes associated with minor plant upgrades and modifications, Operations & Maintenance Training associated with any changes made, After Hours support as required, and other Control Systems support necessary for normal plant operations.

Scope of Work:

1. Provide Integration Services for all Environmental Division Construction Contracts that include SCADA additions or modifications.

2. Provide Design Support Services for specific Environmental Division Control System Contracts as assigned.

3. Provide Plant Support Services for all Environmental Division Facilities.

4. Provide Design Support and Integration Services for minor Environmental Division SCADA modifications.

5. Provide a minimum of two (2) on-site personnel and one (1) project manager. It is not a requirement for the project manager to remain on-site. The City of Las Vegas will provide furnished office space for the on-site staff, up to five (5), but the successful bidder is responsible for any phone and/or network services/connectivity. The City of Las Vegas will also provide Server hardware and software for use in HMI Development & Testing and the client software for HMI and PLC Programming.

Plant Support
Plant support is a form of staff augmentation. It is intended to fund the staffing for unforeseen problems or needed improvements in support of day-to-day operations. It is intended to follow a work flow of request and approval. The owner will request an estimate for a given scope; the integrator will provide the estimate and then wait for approval before commencing work.

1.1. Integration Support

Phase	Type	Hours
1.1 Plant Support	PM-1	300
1.1 Plant Support	CS-1	400
1.1 Plant Support	HMI-1	400
Total		1100

1.2. Controls Design Support

Phase	Type	Hours
1.1 Design Support	PM-1	400
1.1 Design Support	CS-1	500
1.1 Design Support	HMI-1	200
Total		1100

1.3. Emergency Support

Phase	Type	Hours
1.1 Emergency Support	PM-1	-
1.1 Emergency Support	CS-1	200
1.1 Emergency Support	HMI-1	200
Total		400

** *Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

The following section is provided to give respondents an idea of the types of tasks and scope normally performed by an Integrator. The staffing and hours are an estimate provided by the City as an aid. Actual tasks, staffing, etc. will be negotiated per task.

Facility Plan

1.4. Description

This task will baseline current SCADA hardware, software and practices, review new and emerging technologies and create a new standard for hardware, software and practices to support the owner's SCADA requirements for the next 10 years. The facility plan should be able to support new projects and contain plans to upgrade existing installations in a timely and safe manner.

1.5. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Baseline Study

The Integrator will inventory all SCADA related hardware, software and practices. Contact all manufactures and confirm product lifecycles. Review operational history and create set of requirements from the strengths and weaknesses of the existing systems, derive from this a set of general requirements for all systems.

New and Emerging Technology Review

Using current automation industry trends and forecasts, define a set of products for further review and testing. The Integrator will work with industry OEM's to provide demonstrations and literature for the Owner's review. Both current and soon to be released products and technologies are to be considered. Both an aggressive and moderate model should be considered here and evaluated in the future.

Design

The Integrator will model the architectures for both the moderate and aggressive selections here. A hybrid of new and old, as well as a final design of a fully converted WPCF should be presented to the Owner for review and comment. Once a working copy of all architectures is complete the Integrator will assist the owner in a risk review of both the aggressive and moderate model. A final model will be chosen and the project will move on to testing.

Testing

The integrator will assemble a bill of materials for creating a simulated SCADA system based on the selected model. The owner will procure this BOM and the Integrator will assemble the simulation system. This simulation will include an old and new hybrid as well as a new technology only branch. The simulation should contain as much relative function as possible, (I/O, networking, Controllers, HMI, database, trending, setup, alarming, recipe, reporting, web, Etc.). The Integrator will create a testing requirement and submit to the Owner for approval. Upon approval, the simulation will be witness tested and scored on the results.

Documentation

The Integrator will document the new SCADA architecture and develop design documents to support the new installation on a moderate size capital project for deployment.

1.5.1. Labor Tables

Phase	Type	Hours
1.1 Baseline Study	PM-1	160
1.1 Baseline Study	CS-1	200
1.1 Baseline Study	HMI-1	200
1.2 Technology Review	PM-1	240
1.2 Technology Review	CS-1	240
1.2 Technology Review	HMI-1	240
1.3 Design	PM-1	280
1.3 Design	CS-1	280
1.3 Design	HMI-1	240
1.4 Testing	PM-1	200
1.4 Testing	CS-1	300
1.4 Testing	HMI-1	240
1.5 Documentation	PM-1	80
1.5 Documentation	CS-1	200
1.5 Documentation	HMI-1	200
Total Hours		3300

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

2. I&C Specification Standards Development

2.1. Description

This task will audit all existing device installations and catalogue the various types of measurement methods, devices and installation practices. Then determine BKM (best known methods) for the various applications and document those in a "design catalogue" which future projects can make use of to reduce development time and keep consistency with BKM. Once the catalogue is complete, a design package will be created to remediate any existing installations that do not comply with the new standards or involve obsolete devices.

2.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid
The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction
The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Startup, Testing and Commissioning
The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training
The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

2.2.1. Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	200
1.1 Discovery	CS-1	300
1.1 Discovery	CS-2	400
1.2 Design	PM-1	240
1.2 Design	CS-1	400
1.2 Design	CS-2	400
1.3 Contract / Bid	PM-1	240
1.3 Contract / Bid	CS-1	240
1.4 Construction	PM-1	50
1.4 Construction	CS-1	50
1.4 Construction	CS-2	200
1.5 Integration	PM-1	-
1.5 Integration	CS-1	-
1.5 Integration	CS-2	-
1.6 Start-up / Testing	PM-1	-
1.6 Start-up / Testing	CS-1	80
1.6 Start-up / Testing	CS-2	120
1.7 Training	PM-1	10
1.7 Training	CS-1	120
1.7 Training	CS-2	120
Total Hours		3170

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

3. Projects: Controls and SCADA (Planned Capital Projects)

The Integrator will support the successful delivery of the following existing projects. Each project has some scope for the integrator but not all the same roles, each project should be reviewed as a standalone project. It is expected that the Integrator enter into contractual agreement with the design Engineer and the Construction Manager for the respective projects. The terms and conditions are expected to be consistent with the terms and conditions agreed upon in the Integrator's Master Agreement. (See boilerplate contract in package)

3.1. WPCF Odor Control Upgrades

3.1.1. Description

This task will support the design contracts and the construction contracts for the Odor Control upgrade to the WPCF Facility. Assumes 320 I/O points

3.1.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction

The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration

The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning

The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training

The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	80
1.1 Discovery	CS-1	80
1.1 Discovery	HMI-1	80
1.2 Design	PM-1	150
1.2 Design	CS-1	200
1.2 Design	HMI-1	100
1.3 Contract / Bid	PM-1	120
1.3 Contract / Bid	CS-1	120
1.4 Construction	PM-1	100
1.4 Construction	CS-1	120
1.4 Construction	HMI-1	200
1.5 Integration	PLC-1	100
1.5 Integration	CS-1	200
1.5 Integration	HMI-1	200
1.6 Start-up / Testing	PM-1	100
1.6 Start-up / Testing	PLC-1	100
1.6 Start-up / Testing	HMI-1	200
1.7 Training	PLC-1	20
1.7 Training	CS-1	80
1.7 Training	HMI-1	60
Total Hours		2410

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

3.2. Dewatering Renovations

3.2.1. Description

This task will support the design contracts and the construction contracts for the upgrades to the dewatering system at the WPCF Facility. Assumes 300 I/O points

3.2.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction
The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration
The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning
The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training
The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

3.2.3. Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	40
1.1 Discovery	CS-1	80
1.1 Discovery	HMI-1	80
1.2 Design	PM-1	150
1.2 Design	CS-1	200
1.2 Design	HMI-1	50
1.3 Contract / Bid	PM-1	120
1.3 Contract / Bid	CS-1	120
1.4 Construction	PM-1	100
1.4 Construction	CS-1	120
1.4 Construction	CS-2	160
1.5 Integration	PM-1	100
1.5 Integration	PLC-1	200
1.5 Integration	HMI-1	200
1.6 Start-up / Testing	PM-1	100
1.6 Start-up / Testing	PLC-1	100
1.6 Start-up / Testing	HMI-1	180
1.7 Training	PM-1	20
1.7 Training	PLC-1	80
1.7 Training	HMI-1	60
Total Hours		2260

** *Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

Bar Screens

3.2.4. Description

This task will support the design contracts and the construction contracts for the upgrade to the bar screen system at the WPCF Facility. Assumes XXX I/O points

3.2.5. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction

The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration

The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning

The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training

The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	20
1.1 Discovery	CS-1	80
1.1 Discovery	CS-2	40

Phase	Type	Hours
1.2 Design	PM-1	20
1.2 Design	CS-1	120
1.2 Design	HMI-1	20
1.3 Contract / Bid	PM-1	40
1.3 Contract / Bid	CS-1	120
1.4 Construction	PM-1	40
1.4 Construction	CS-1	80
1.4 Construction	HMI-1	80
1.5 Integration	PM-1	80
1.5 Integration	PLC-1	120
1.5 Integration	HMI-1	120
1.6 Start-up / Testing	PM-1	40
1.6 Start-up / Testing	PLC-1	40
1.6 Start-up / Testing	HMI-1	120
1.7 Training	PM-1	20
1.7 Training	PLC-1	40
1.7 Training	HMI-1	40
Total Hours		1280

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

3.3. Gas System

3.3.1. Description

This task will support the design contracts and the construction contracts for the upgrade to the digester gas handling system at the WPCF Facility. The project will incorporate new gas scrubbing and refining systems to produce a more usable feed gas for the combustion engines used to drive the plants 2 engine blowers. Assumes 240 I/O points

3.3.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction
The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration
The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning
The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training
The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

3.3.3. Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	40
1.1 Discovery	CS-1	80
1.1 Discovery	HMI-1	40
1.2 Design	PM-1	40
1.2 Design	CS-1	160
1.2 Design	HMI-1	40
1.3 Contract / Bid	PM-1	80
1.3 Contract / Bid	CS-1	160
1.4 Construction	PM-1	40
1.4 Construction	CS-1	120
1.4 Construction	CS-2	120
1.5 Integration	PM-1	80
1.5 Integration	PLC-1	200
1.5 Integration	HMI-1	200
1.6 Start-up / Testing	PM-1	40
1.6 Start-up / Testing	PLC-1	80
1.6 Start-up / Testing	HMI-1	120
1.7 Training	PM-1	20
1.7 Training	PLC-1	80
1.7 Training	HMI-1	80
Total Hours		1820

** *Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

Durango Headworks / Disinfection System

3.3.4. Description

This task will support the design contracts and the construction contracts for the upgrade to the headworks and disinfection systems at the DRWRC Facility. The project will incorporate new bar screens and other supporting systems. The current disinfection system is UV based. Assumes 140 I/O points

3.3.5. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction

The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration

The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning

The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training

The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	40
1.1 Discovery	CS-1	80
1.1 Discovery	HMI-1	40
1.2 Design	PM-1	120
1.2 Design	CS-1	120
1.2 Design	HMI-1	40
1.3 Contract / Bid	PM-1	40
1.3 Contract / Bid	CS-1	80
1.4 Construction	PM-1	40
1.4 Construction	CS-1	40
1.4 Construction	HMI-1	40
1.5 Integration	PM-1	80
1.5 Integration	PLC-1	120
1.5 Integration	HMI-1	120
1.6 Start-up / Testing	PM-1	40
1.6 Start-up / Testing	PLC-1	40
1.6 Start-up / Testing	HMI-1	80
1.7 Training	PM-1	20
1.7 Training	PLC-1	40
1.7 Training	HMI-1	40
Total Hours		1260

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

3.4. SCOP Reach 1 project

3.4.1. Description

This task will support the design contracts and the construction contracts for the support and integration of the Clean Water Coalition's pipeline projects. The clean water coalition has 9 projects whose combined construction cost is estimated at $650 million. As one of the member agencies and one of the connection points for the project, The City provides review and support for the project. Design for 3 other projects are about complete and ready to bid. Other projects are still under design. Assumes 75 I/O points (possible gateway or other non-direct communication will be used to share information in both directions)

3.4.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction
The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration
The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning
The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training
The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

3.4.3. Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	20
1.1 Discovery	CS-1	40
1.1 Discovery	HMI-1	20
1.2 Design	PM-1	20
1.2 Design	CS-1	40
1.2 Design	HMI-1	20
1.3 Contract / Bid	PM-1	40
1.3 Contract / Bid	CS-1	80
1.4 Construction	PM-1	20
1.4 Construction	CS-1	20
1.4 Construction	HMI-1	40
1.5 Integration	PM-1	20
1.5 Integration	PLC-1	60
1.5 Integration	HMI-1	60
1.6 Start-up / Testing	PM-1	20
1.6 Start-up / Testing	PLC-1	20
1.6 Start-up / Testing	HMI-1	40
1.7 Training	PM-1	20
1.7 Training	PLC-1	40
1.7 Training	HMI-1	40
Total Hours		680

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

Effluent Channel

3.4.4. Description

This task will support the design contracts and the construction contracts for the support and integration of the Clean Water Coalition's pipeline projects. The clean water coalition has 9 projects whose combined construction cost is estimated at $650 million. As one of the member agencies and one of the connection points for the project, The City provides review and support for the project. Design for 3 other projects are about complete and ready to bid. Other projects are still under design. Assumes 75 I/O points (possible gateway or other non-direct communication will be used to share information in both directions)

3.4.5. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Contract / Bid

The Integrator will provide support through the bid package creation, bidding process and any post bid activities as required to assist the contractor in understanding contract requirements.

The Integrator will produce all documents required for the testing portion of the contract to support ORT, CORT ISAT and RAT. The Integrator will be the keeper of these documents until completion and turnover to the City at completion.

Construction

The Integrator will provide inspection services to ensure the constructed meets the control specifications, is capable of performing the control strategies and will function as the design intends.

Integration

The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning

The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training

The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	20
1.1 Discovery	CS-1	40
1.1 Discovery	HMI-1	20
1.2 Design	PM-1	20
1.2 Design	CS-1	40
1.2 Design	HMI-1	20
1.3 Contract / Bid	PM-1	40
1.3 Contract / Bid	CS-1	40
1.4 Construction	PM-1	20
1.4 Construction	CS-1	20
1.4 Construction	HMI-1	40
1.5 Integration	PM-1	20
1.5 Integration	PLC-1	40
1.5 Integration	HMI-1	40
1.6 Start-up / Testing	PM-1	20
1.6 Start-up / Testing	PLC-1	20
1.6 Start-up / Testing	HMI-1	40
1.7 Training	PM-1	20
1.7 Training	PLC-1	20
1.7 Training	HMI-1	20
Total Hours		560

** *Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

4. Project Controls and SCADA (Integrator Projects)

4.1. Reporting Improvements

4.1.1. Description

This task will review the manually generated reports and the SCADA generated reports in active use in the operation of the treatment plants. The integrator will then work with the owner to determine which reports will be automated based on criticality and efficiency. These reports will then be created in the SCADA environment, tested and then the users will be trained on their use. This task assumes approximately 10 reports and/or 800 unique data points.

4.1.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and performs tests for the City. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Integration

The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning

The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training

The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

4.1.3. Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	120
1.1 Discovery	CS-1	120
1.1 Discovery	HMI-1	120
1.2 Design	PM-1	120
1.2 Design	CS-1	160
1.2 Design	HMI-1	160
1.5 Integration	PM-1	80
1.5 Integration	PLC-1	80
1.5 Integration	HMI-1	400
1.6 Start-up / Testing	PM-1	40
1.6 Start-up / Testing	PLC-1	40
1.6 Start-up / Testing	HMI-1	120
1.7 Training	PM-1	20
1.7 Training	PLC-1	40
1.7 Training	HMI-1	40
Total Hours		1660

*** Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

4.2. Alarm System Renovation

4.2.1. Description

This task will review all the existing alarms, alarm classifications, alarm responses, alarm reporting and uses of historical alarm data. Conduct workshops and educate on best known methods with in the industry and similar industries. Develop a new alarm standard and implement and educate the Owner's representatives. This task assumes approximately 3000 alarms.

4.2.2. Duties

The Integrator is to act in the best interests of the City in its role. The integrator reviews, develops and tests as if it were a City agent. The Integrator reports its findings, test results and information updates through the City's appointed liaison.

Design

The Integrator will assist in the review and delivery of the design by the Engineer. Ensuring that best know methods and City practices are followed. Attending design meetings as required.

The Integrator will maintain the MEX(equipment) database and assign I/O from and update the COEX(PLC/HMI) database.

The Integrator will data mine the existing SCADA data for relative information to assist in and validate design assumptions.

The Integrator will make available to the Engineer the electronic format for P&ID, Loop and Control Cabinet drawings. This version will support data mining and be consistent with the accepted standard of drawings the City currently approves.

Integration

The integrator will produce HMI, PLC and Simulation software to control and simulate the project's I/O, screens and functionality. This software will comply with the currently approved for deployment standards. This new software must be integrated into the existing HMI and PLC architecture with little planned downtime and no unplanned downtime.

When completed the software will be tested in a SSDT(Staged Software Demonstration Test) and feedback solicited from the City. Changes stemming from the SSTD will be communicated to the Engineer for evaluation of impact.

Startup, Testing and Commissioning

The Integrator will provide a pivotal role in startup. After the entire system has passed ORT then the Integrator will work with the City and Contractor to complete CORT testing before moving on to ISAT testing.

All coordination through the City to ensure safe operation of existing equipment and facilities is the responsibility of the Integrator as it pertains to these startups and testing. The Integrator will make available to the City and the Engineer any and all data from the SCADA system to support the RAT when needed.

Training

The Integrator will provide operations training on the function of the control strategies, HMI process screens and HMI setup screens to the various shifts and departments as needed.

Labor Tables

Phase	Type	Hours
1.1 Discovery	PM-1	120
1.1 Discovery	CS-1	120
1.1 Discovery	HMI-1	120
1.2 Design	PM-1	120
1.2 Design	CS-1	160
1.2 Design	HMI-1	160
1.5 Integration	PM-1	80
1.5 Integration	PLC-1	200
1.5 Integration	HMI-1	400
1.6 Start-up / Testing	PM-1	40
1.6 Start-up / Testing	PLC-1	120
1.6 Start-up / Testing	HMI-1	120
1.7 Training	PM-1	20
1.7 Training	PLC-1	40
1.7 Training	HMI-1	40
Total Hours		1860

** *Legend – PM-Project Manager; CS-1 Senior Controls Specialist; CS-2 Controls Specialist; PLC-1 Senior Controls Systems Programmer; HMI-1 Senior Human Machine Interface Developer – These designations are an indication of discipline and capabilities for the roles. These should not be considered a headcount of project staff*

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 Wunderlich-Malec Engineering, Inc.	**Services for SCADA Integration Services provided to the Water Pollution Control Facility**
Address 5501 Feltl Road, Minnetonka, MN 55343	
Telephone 952-933-3222	
EIN or DUNS 41-1412464	**RFP# 100047-LD**

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.	Neal K. Wunderlich, Pres/Sec	5501 Feltl Road Minnetonka, MN 55343	952-933-3222
2.	Deborah A. Wunderlich, Treas.	5501 Feltl Road Minnetonka, MN 55343	952-933-3222
3.	Wunderlich-Malec Engineering Employee Stock Ownership Plan (ESOP)	5501 Feltl Road Minnetonka, MN 55343	952-933-3222
4.			
5.			
6.			

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: none

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: Not applicable

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.

Neal K. Wunderlich, President

December 29, 2009

Subscribed and sworn to before me this 29th day of December, 2009

Notary Public

TERRI A. FOSS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval to allocate $92,726 in State grant funds to the Parents As Learning Support (PALS) Program for 19 City of Las Vegas elementary schools to implement programs to increase parent involvement in education and $25,914 to be utilized for alternative parental engagement programs - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $92,726
Funding Source: State Grant Funds
Dept./Division: Neighborhood Services/Initiatives Division

PURPOSE/BACKGROUND:
The Parents As Learning Support (PALS) matching grant program provides funding for teams of parents and school staff to develop projects to increase parent involvement in their schools and equip parents to continue the education process for their children during "out of school time" hours. The $92,726 allocated to this year's PALS projects will leverage a community match of over $397,996.50 in volunteer labor, in-kind donations of goods and services, financial contributions and parent participation.

RECOMMENDATION:
Staff recommends approval of PALS funding recommendations and authorizes the Director of Neighborhood Services to execute any and all agreements upon approval by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Approval to allocate $92,726 of the $118,640 in State grant funds to the Parents As Learning Support (PALS) Program for 19 city of Las Vegas elementary schools to implement programs to increase parent involvement in education leaving a funding balance of $25,914 to be utilized for alternative parental engagement programs - All Wards

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PALS FUNDING RECOMMENDATION SUMMARY SHEET

2009-2010

Ward	School	Amount Awarded	Match
1	Edythe and Lloyd Katz Elementary	$7,345	$7,258
1	Howard Wasden Elementary	$1,170	$1,596
3	Arturo Cambeiro Elementary	$2,000	$14,896
3	Halle Hewetson Elementary	$7,995	$5,155
3	Howard E. Hollingsworth Elementary	$5,734	$65,170
3	John S. Park Elementary	$6,309	$68,134
3	St. Joseph's Catholic School	$5,508	$31,920
4	Edith Garehime Elementary	$4,218	$30,672
4	Eileen Conners Elementary	$5,760	$12,920
4	Richard H. Bryan Elementary	$3,070	$9,376.50
5	Berkeley L. Bunker Elementary	$2,369	$3,192
5	Doris M. Reed Elementary	$1,775	$47,520
5	Kermit R. Booker, Sr. Elementary	$8,000	$12,730
5	Mabel Hoggard Magnet Elementary	$7,975	$2,280
5	Matt Kelly Empowerment Elementary	$5,728	$35,264
5	Paul E. Culley Empowerment Elementary	$2,220	$4,560
5	West Preparatory Academy	$7,950	$20,216
5	Wing and Lily Fong Elementary	$4,312	$9,424
6	James Bilbray Elementary	$3,288	$15,713
	TOTALS	$92,726	$397,996.50

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval to allocate $2,770,389 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) and HOME/Low Income Housing Trust Funds (LIHTF) to Cloudbreak Las Vegas, LLC, Community Development Programs Center of Nevada, Habitat for Humanity and Nevada H.A.N.D. Inc. for affordable housing projects targeted for low-income seniors and special needs - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,770,389
Funding Source: HUD-HOME/NV LIHTF/Affordable Housing Special Revenue (18% RDA)
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
In response to a Request for Proposals, the city of Las Vegas received applications for HOME/LIHTF/Affordable Housing Special Revenue (Redevelopment 18% Set Aside) affordable housing projects. The HOME Application Review Committee, consisting of staff from various departments, evaluated the applications and made funding recommendations. Neighborhood Services staff will complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:
Staff recommends approval of the HOME/LIHTF/Affordable Housing Special Revenue (Redevelopment 18% Set Aside) allocations and authorization of the Director of Neighborhood Services to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2010
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Approval to allocate $2,770,389 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) and HOME/Low Income Housing Trust Funds (LIHTF) to Cloudbreak Las Vegas, LLC, Community Development Programs Center of Nevada, Habitat for Humanity and Nevada H.A.N.D. Inc. for affordable housing projects targeted for low-income seniors and special needs - All Wards

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In response to a Request for Proposals, the city of Las Vegas received applications for HOME/LIHTF/Affordable Housing Special Revenue (Redevelopment 18% Set Aside) affordable housing projects for low-income seniors and special needs.

The HOME Application Review Committee, consisting of staff from various departments, evaluated the applications and made funding recommendations. The following projects have been identified: Cloudbreak Las Vegas, LLC for U.S. Vets at the Meadows project located at 525 E. Bonanza and 602 Encanto; Community Development Programs Center of Nevada for phase II of Monroe/I Street Apts. project located at 908 W. Monroe; Habitat for Humanity for Vegas Heights Redevelopment project located at 1317 Hart Ave., 916, 1012, 1333, 1329, and 1325 Miller Ave., 1412 Lawry Ave. and 1317 Hart Ave.; Nevada H.A.N.D. Inc. for the acquisition of Desert Pines Family Apts. located at 3750 E. Bonanza and Westcliff Pines Senior Apts. project located at 8206 Silver Sky Drive.

Neighborhood Services staff will complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

SUMMARY OF TOTAL RECOMMENDED ALLOCATIONS

Cloudbreak Las Vegas, LLC - U.S. Vets at the Meadows	$500,000
Community Development Programs Center of Nevada - Monroe/I Street Apts. Phase II.	$1,155,354
Habitat for Humanity Las Vegas - Vegas Heights Redevelopment	$365,035
Nevada H.A.N.D., Inc. – Desert Pines Family Apts.	$500,000
Nevada H.A.N.D., Inc. Westcliff Pines Senior Apts.	$250,000
Total HOME/LIHTF/Affordable Housing Special Revenue (Redevelopment 18% Set Aside) Funds Recommended	**$2,770,389**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of an interlocal funding agreement between the City of Las Vegas and Clark County as the lead member of the Southern Nevada Neighborhood Stabilization Program 2 (NSP2) Consortium for the purpose of obtaining and administering the NSP2 funds allocated for the City of Las Vegas – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The county of Clark and the cities of Las Vegas, Henderson, and North Las Vegas entered into an NSP2 consortium Agreement for the purposes of obtaining and administering the competitive NSP2 funding made available through the provisions of Public Law 111-005, American Reinvestment and Recovery Act of 2009 (ARRA) as distributed by the Department of Housing and Urban Development (HUD). Each member of the NSP2 Consortium is required by HUD to enter into a separate funding agreement with the County of Clark as the lead member of the Consortium.

RECOMMENDATION:
Staff recommends approval of the NSP2 Interlocal Agreement with Clark County and authorizes the Mayor to execute the agreement following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Interlocal Contract to Grant Neighborhood Stabilization Program 2 Grant Funds to City of Las Vegas

INTERLOCAL CONTRACT TO GRANT
NEIGHBORHOOD STABILIZATION PROGRAM 2 GRANT FUNDS
TO CITY OF LAS VEGAS

The Interlocal Contract is entered into this _____day of _____2010 by and between Clark County ("County"), a political subdivision of the State of Nevada, and the City of Las Vegas ("Subrecipient"), a municipal corporation located within the County of Clark, State of Nevada.

Recitals

WHEREAS, Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA) (Public Law 110-289) authorized the Neighborhood Stabilization Program (NSP) to purchase foreclosed or abandoned homes and to rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of house values of neighboring homes; and

WHEREAS, the American Reinvestment and Recovery Act of 2009 (ARRA) (Public Law 111-005) provided an allocation of funds for additional activities under NSP, known as NSP2, for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties; and

WHEREAS, the Southern Nevada NSP2 Consortium Agreement was made and entered into the 16th of June, 2009 by and amongst Clark County and the cities of Henderson, Las Vegas and North Las Vegas; and

WHEREAS, the parties of the Southern Nevada NSP2 Consortium authorized Clark County ("Lead Member") to assume responsibility for the grant on behalf of the Consortium in compliance with all NSP2 program requirements; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is responsible for distributing the NSP2 funds to states and local governments selected through a competitive application process; and

WHEREAS, HUD requires that after selection but before the grant is awarded, the Lead Member of the Consortium must enter into a separate Consortium Funding Agreement with each member of the Consortium; and

WHEREAS, NSP2 is a special component of the Community Development Block Grant (CDBG) Program independent of the consolidated plan and annual action plan process; and

WHEREAS, Subrecipient proposes to undertake NSP2 eligible activities that assist households at or below 120 percent of the area median income, and at a minimum, 25 percent of the funds assist households at or below 50 percent of the area median income for the jurisdiction in which the activity is located; and

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may 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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. The County will provide One Hundred Two Million Six Hundred Forty-Eight Thousand Dollars ($102,648,000) in Federal Fiscal Year 2009 NSP2 Funds (the "NSP2 Funds") to assist Subrecipient with the cost of the Program Description and Budget, as set forth in Exhibit "A", attached hereto and incorporated herein as if fully set forth.

Subrecipient will review its activities in advance with the Community Resources Management Division ("CRMD"), and will conform its activities to any practices necessary to assure continuing compliance and eligibility for NSP2 funding.

B. Subrecipient agrees that any program costs, unless otherwise specified, exceeding the NSP2 Funds provided by the County pursuant to this Interlocal Contract, will be the responsibility of Subrecipient. Any ongoing project costs such as maintenance and operations shall be the sole responsibility of Subrecipient.

C. NSP2 Funds are subject to federal appropriation and, as such, changes in the amount of funding to the County will impact the availability and amount of funds available under this Interlocal Contract.

D. NSP2 Funds and related activities may only be used to serve households with incomes at or below 120 percent of area median income for the jurisdiction in which the activity is located as defined by HUD and adjusted for family size, and a minimum $25,662,000 in the NSP2 Funds and related activities must be used to serve households with incomes at or below 50 percent of the area median income for the jurisdiction in which the activity is located as defined by HUD and adjusted for family size.

E. Before disbursing any NSP2 Funds to subgrantees or directly to clients, Subrecipient must prepare and complete an environmental clearance in accordance with the regulations at 24 CFR 58 and maintain a copy of the authorized environmental clearance on file for inspection by the County during program monitoring visits.

F. Before disbursing any NSP2 Funds to subgrantees or directly to clients, Subrecipient agrees to enter into a written agreement with qualified recipients requiring compliance with the rules set forth in 24 CFR, Chapter V, Part 570 as well as the

continued affordability requirements set forth in rules and regulations pertaining to NSP2.

G. Changes in the Scope of Services as outlined herein must be accordance with NSP2 Program regulations, made by written amendment to this Interlocal Contract and approved by both parties. Any such changes must not jeopardize NSP2 Program funding.

II. COUNTY GENERAL CONDITIONS

Subrecipient agrees to abide by all conditions fully set forth below.

A. Subrecipient will ensure the use of grant funds must constitute an eligible use(s) under HERA and ARRA as amended and as applicable.

B. Subrecipient will ensure that, in addition to being an eligible use of NSP2 Funds, each activity funded under NSP2 Notice of Funding Availability must be also CDBG-eligible under 42 U.S.C. 5305(a) and meet a CDBG national objective.

C. Subrecipient shall obtain, or require any subgrantee to obtain, any and all federal, state, and local permits and licenses required to execute any individual project or activity as described in this Interlocal Contract's Scope of Services. Subrecipient further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

D. The County shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for in this resolution.

E. Subrecipient shall submit to the County copies of all correspondence generated as a result of HUD program monitoring. The County shall provide Subrecipient with program monitoring guidelines.

F. Subrecipient will provide the County with client usage records per project. These records will contain, but are not limited to, the following data:

Total clients served;
Number of jobs created and/or retained;
Racial breakdown of clients served including Black, White, Hispanic, American Indian/Alaskan and Asian/Pacific Islander;
Number and percentage of low- and very low- income clients;
Number of handicapped clients served;
Number of senior citizens served;
Number of female head-of-households served;
Name of each head of household served;
Number of persons in each household served; and
Rent charged each household served.

G. Subrecipient agrees to provide Clark County all data elements as required by HUD to complete quarterly performance reporting through the Disaster Recovery Grant Reporting system (DRGR). Subrecipient will submit a report of Subrecipient's NSP2 activities to the County no later than the 5th day following the end of the calendar quarter. Clark County will post the quarterly NSP2 report on a public website following submission to HUD.

H. Subrecipient agrees to provide Clark County all data elements as required by HUD to complete monthly reports submitted through the Disaster Recovery Grant Reporting system (DRGR) on its NSP2 obligations and expenditures no later than the 5th day following the end of the month after the end of the 21st month following receipt of funds, and continuing until reporting total expenditures are equal to or greater than 50% the total NSP2 grant. After the expenditure of 50% of the total grant of NSP2 Funds, monthly reports will again be required after the end of the 33rd month until the entire grant of NSP2 Funds has been expended or the 36 month deadline reached. Clark County will post the quarterly NSP2 report on a public website following submission to HUD. Each report will include information about the uses of funds not limited to:

Project name, Activity, and Location;
National objective;
Funds budgeted and funds expended;
Funding source with total amount of any non-NSP2 funds;
Numbers of properties and housing units;
Beginning and ending dates of activities;
Number of persons or households benefiting;
Income levels of persons or households benefiting.

I. Subrecipient agrees to provide Clark County with all data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and the Recovery Act in order to report to the Office of management and Budget (OMB).

J. Subrecipient will not use any portion of the allocated NSP2 Funds for anything other than qualified projects, as defined in the NSP2 program regulations. Any recipient or subgrantee must meet NSP Program requirements and serve eligible low, moderate, and middle income (LMMI) families.

K. Subrecipient may not request disbursement of NSP2 Funds under this Interlocal Contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed for eligible NSP2 activities before Subrecipient requests additional NSP2 funds. Subrecipient may retain program income and must keep a log of all program income received and disbursed and submit log to the County for review as requested.

L. Subrecipient shall allow duly authorized representatives of the County to conduct such occasional reviews, audits, and on-site monitoring of projects as the County deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;

2. Whether the program is being conducted in an efficient and effective manner;

3. Whether management control systems and internal procedures have been established to meet the objectives of the program;

4. Whether the financial operations of the program are being conducted properly;

5. Whether the periodic reports to the County contain accurate and reliable information;

6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations, the laws and regulations of any other applicable jurisdiction and this Interlocal Contract; and

7. Whether all of the internal audit functions as required by NSP2 are followed to identify programmatic qualify assurance and quality control of NSP2 activities in addition to the financial management. This will include regular semi-annual reports to be conducted by Subrecipient's internal auditor and submitted to Clark County's internal auditor within 10 business days of completion.

Visits by the County to Projects shall be announced to Subrecipient twenty-four (24) hours in advance of those visits and shall occur during normal operating hours. The representatives of the County may request and, if such request is made, shall be granted access to the records of Subrecipient which relate to the program. The representatives of the County may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

M. If any of Subrecipient's program participants uses a vehicle in providing its services, the program participant shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

1. Bodily Injuries: $500,000 each person;
   $500,000 each occurrence;
   Property Damage: $500,000 each person;
   $500,000 each occurrence; and

2. Subrecipient's program participants shall carry or provide

Comprehensive Fire and Hazard insurance covering the full replacement costs of their Projects.

3. If Subrecipient contracts any of the construction work defined in Exhibit "A", Subrecipient's program participant must provide to Subrecipient a Builder's Risk/Liability insurance policy utilizing special form coverages for the full amount of the contract covering the structure or facility, which is owned or leased by the program participant, naming Subrecipient as an additional insured party, during the entire course of construction.

4. The program participant shall furnish to Subrecipient a copy of each policy for the aforementioned insurance coverages within ten days after adoption of the agreements with the program participants described by Section III. B, hereof, and notify Subrecipient at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. Subrecipient shall be named as an additional insured party in all policies of insurance obtained pursuant to this Interlocal Contract.

5. Should the program participant not carry Comprehensive Automobile Liability Insurance covering bodily injury and property damage, Subrecipient must provide coverage therein.

N. At any time during normal business hours, records with respect to the Program shall be made available for audit, examination, and review by the County, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

O. Subrecipient will not use any funds or resources which are supplied by the County in any pending or threatened litigation, arbitration, administrative proceeding, or any other legal proceeding, against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify the County of any legal action which is filed by or against it.

P. This Interlocal Contract will commence upon its approval and signature by all parties. As pertains to the NSP2 Funds, Subrecipient shall have 24 months from the date HUD signs the NSP2 Funding Approval and Grant Agreement to expend not less than fifty percent of the allocated Federal NSP2 Grant Amount pursuant to the requirements of HERA, ARRA, and the Notice of Fund Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 published at FR-5321-N-01 (May 4, 2009) (Notice). Subrecipient shall have 36 months from the date HUD signs the NSP2 Funding Approval and Grant Agreement to expend the NSP2 Funds pursuant to the requirements of the Notice. Program income may be reused for eligible activities outlined in Exhibit "A" according to HUD regulations with regard to this program.

Q. Subrecipient, and any subgrantee, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any city or county ordinance or state or federal statute.

R. Subject to, and without waiving the limits set forth in NRS Chapter 41, Subrecipient will protect, defend, indemnify, and hold harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Interlocal Contract. Subrecipient's obligation to protect, defend, indemnify, and hold harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Interlocal Contract.

S. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity that would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

T. No officer, agent, consultant, or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

U. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

V. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

W. Subrecipient may not assign or delegate any of its rights, interests or duties under this Interlocal Contract without written approval from the County. Any assignee must meet NSP2 program requirements and serve eligible low, moderate and middle income clients. Any such assignment or delegation made with the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

X. Davis-Bacon federal wage requirements shall be the responsibility of Subrecipient and be subject to technical approval by CRMD staff prior to payment of program invoices.

Y. Subrecipient shall abide by NSP2 program caps as set forth under HERA

and ARRA (i.e. 10 percent for Administration).

III. FEDERAL GENERAL CONDITIONS

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 and 58.

3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24 CFR, Part 100.

7. Section 109, Title I of the Housing and Community Development Act of 1974, Pub. L. 93-383.

8. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

9. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

10. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR, Part 146.

11. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations issued at 24 CFR, Part 8.

12. Executive Order 11246, and the regulations which are issued under the Order at 41 CFR, Chapter 60.

13. The Federal Labor Standards Act.

14. The Fair Labor Standards Act, as amended.

15. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Sections 102 and 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012 (a) and 4106 (a).

16. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect facility occupants from the hazards associated with lead-based paint abatement procedures.

17. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform construction work, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations that pertain to labor standards, including the minimum wage law.

18. 24 CFR, Part 92, of the Cranston-Gonzales National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

20. Section 319 of Pub. L. 101-121, of the Department of the Interior Appropriations Act, which prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

21. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

22. Protecting Tenants at Foreclosure Act, May 20, 2009

B. Before disbursing any NSP2 funds to a program participant, Subrecipient shall sign a written agreement with the program participant, which shall remain in affect during any period that Subrecipient has control over NSP funds, including program income. At a minimum, the written agreement with the program participant shall include provisions concerning the following items: (1) statement of work, (2) records and reports, (3) program income, (4) uniform administrative requirements, (5) other program requirements (Subpart K), (6) conditions for religious organizations, (7) suspension and termination, and (8) reversion of assets.

C. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Subpart K (570.600 - 570.612), which are applicable to Federal Fiscal Years 2005-2009 CDBG grants, except that Subrecipient will not assume the County's environmental responsibilities described at 24 CFR 570.604. Environmental reviews shall be prepared by Subrecipient and forwarded to the Manager, CRMD, as authorizing party, to sign and process.

D. No officer, agent, consultant, employee, or elected or appointed official of the County, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself or for those with whom he or she has family or business ties during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program. All requested exceptions must be reviewed by the County on a case-by-case basis.

E. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

F. None of the Funds to be paid under this Interlocal Contract shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

G. Program income, as defined in 24 CFR 570.500, shall be returned to the County unless the County authorizes in writing that all or a specific portion thereof of such program income will be retained by Subrecipient. Provisions under Subpart 504

shall include:

1. Recording program income. The receipt and expenditure of program income as defined in 24 CFR 570.500 (a) shall be recorded as part of the financial transactions of the grant program.

2. Disposition of program income received by program participants.

3. Disposition of program income received by Subrecipient.

4. Disposition of certain program income received by the County.

H. Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

I. Subrecipient shall maintain records in accordance with 24 CFR, Part 85, 570.502 (b).

J. Subrecipient shall follow criteria to determine whether a NSP2-Assisted activity complies with one or more of the national objectives as required under 24 CFR 570.200 and 570.208, "Criteria for National Objectives".

IV. FINANCIAL MANAGEMENT

A. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR, Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments"; 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments"; and OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations."

B. Subrecipient shall retain books, documents, papers, and records in the manner and for the time periods specified in the United States Office of Budget (OMB) Circular No. A-133 entitled "Audits of States, Local Governments, and Nonprofit Organizations", and its relevant attachment "C".

C. Program participants, except program participants of Subrecipient that are governmental entities, shall comply with the requirements and standards of 2 CFR 230, "Cost Principles for Non-Profit Organizations," and 2 CFR 220, "Cost Principles for Educational Institutions", as applicable; OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations"; and OMB Circular No. A-133, "Audits of States, Local Governments and Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted and submitted to the County annually. Such program participants of Subrecipient shall also comply with the following provisions of the Uniform Administrative Requirements of 2 CFR 215 (implemented at 24 CFR part 84, "Uniform

Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in this paragraph.

C. All Subrecipient's costs of the Program shall be recorded by budget line items and be supported by canceled checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the County, independent auditors contracted by the County, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, program participants, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including canceled checks, payrolls, time records, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Program will be provided upon request by the County.

E. Invoices of expenditures must be submitted to County and funds will be accounted for in a ledger separate from all other revenue sources, per 24 CFR 85.21. Timeliness of payments to Subrecipient shall be in accordance with 24 CFR 85.21, 24 CFR 85.20, and 31 CFR 205, whereby methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the subgrantee, in accordance with the cited regulations. Disbursement of funds should occur within 3-5 working days, per recommendation of HUD.

F. Expenditures will be reviewed for consistency with the approved budget and scope of work as well as Office of Management and Budget Circular A-87, "Cost Principles for State and Local and Indian Tribal Governments". Approved invoices will be paid in a timely manner.

G. Funding for NSP2 is contingent upon receipt by the County of the Federal Fiscal Year 2009/2010 NSP2 grant funds, in the amounts shown at Exhibit "A". The County shall bear no liability to fund or provide payment to or on behalf of Subrecipient's expenditures under the jurisdiction of this Interlocal Contract in the event no NSP2 funds are received for Federal Fiscal Year 2009/2010 and shall only be liable for payment to the extent NSP2 funds are received.

H. Upon the expiration or revocation of this Interlocal Contract, Subrecipient shall transfer to County any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of the Funds.

V. EXPIRATION, MODIFICATION, OR REVOCATION OF INTERLOCAL

CONTRACT

A. The parties hereto are required to amend or otherwise revise this Interlocal Contract should such modification be required by HUD or any applicable Federal statutes or regulations.

B. The County shall not be obligated to pay any NSP2 monies that are terminated or withheld from the County or otherwise not forthcoming and in such event the County may modify or revoke this Interlocal Contract. Nothing in this Interlocal Contract shall prohibit the County, at its discretion, from providing a portion of the Funds to or on behalf of Subrecipient in the event that the County receives only a portion of the Funds expected to be received by the County from HUD in the amounts described at Exhibit "A".

C. In the event that the County finds that the total amount of its NSP2 funds allocated for the Program are not expended in the time and manner prescribed in this Interlocal Contract, the County reserves the right to extract that portion for other projects and programs under its NSP2 Program, after providing at least forty-five days written notice to Subrecipient.

D. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Interlocal Contract, the County may suspend or terminate this Interlocal Contract in accordance with 24 CFR 85.43.

E. The County may revoke this Interlocal Contract for its convenience at any time in accordance with 24 CFR 85.44.

/ / / /

/ / / /

/ / / /

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Contract on the date and year first set forth above.

COUNTY OF CLARK

By: _____
RORY REID, Chairman

ATTEST:

By: _____
DIANA ALBA, County Clerk

APPROVED AS TO FORM:

CLARK COUNTY DISTRICT ATTORNEY

By: _____
District Attorney

CITY OF LAS VEGAS

Council Action _____

By: _____
Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

Robert S. Sylvain 1-12-10
Robert S. Sylvain Date
Deputy City Attorney

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FUNDING:

_____
Mark R. Vincent, Director Date
Finance and Business Services

APPROVED AS TO CONTENT

_____
Stephen K. Harsin Date
Director of Neighborhood Services

Exhibit A
Program Description and Budget

Clark County will grant a total NSP2 funding allocation of $102,648,000 to the City of Las Vegas in order to implement the following six NSP2 activities. Shifting of funds from one activity to another shall not be considered a substantial amendment to the Action Plan but will be considered a critical management decision in order to successfully implement the NSP2 program within the required timeframe.

NSP2 Activity	LAS VEGAS (Subrecipient) Grant Funding allocation	Percent of Subrecipient Total Grant
Homebuyer Assistance program	6,400,000	6.2
Acquisition & Rehab for Resale	19,200,000	18.7
Acquisition & Rehab for Rental	43,120,000	42
Demolition of blighted Structures	0	0
Redevelopment	29,040,000	28.3
Administration	4,888,000	4.8
TOTAL	**102,648,000**	**100%**

ACTIVITY 1- NSP2 Homebuyer Assistance Program (HAP)

The purpose of the program is to enable low-and middle-income households to quickly purchase and occupy foreclosed single-family homes before the effects of vacancy, vandalism and blight become acute. Through the provision of a broad range of financial assistance and incentives, new homebuyers will purchase and occupy foreclosed properties that meet the Consortium's housing standards in designated census tracts. The target purchaser population would be FHA or other credit worthy borrowers. This program will also be used to assist homebuyers to purchase foreclosed homes that have been acquired and rehabilitated through Activity 2.

This program will be operated through selected participating nonprofit subgrantees using pre-approved lenders offering FHA or conventional fixed-rate mortgages. Homebuyer loans of up to $50,000 in direct NSP2 assistance will be available for qualified individuals (up to $25,000 reimbursement of actual rehabilitation hard and soft costs). These activities will serve eligible 120% AMI or below households to assist them in becoming homeowners. All qualified homebuyers will be required to:

- Have a total gross household income at or below the 120% AMI, adjusted for family size
- Occupy the home as a principal residence for duration of affordability period (up to 15 years depending on the amount of assistance provided)
- Qualify for a first mortgage through a pre-approved lender using FHA or conventional fixed-rate mortgage financing
- Complete an eight hour homebuyer training program through a HUD-certified agency
- Accept specific deed restrictions for continued affordability, including repayment of the loan upon sale, transfer of title, refinancing of the first mortgage, or leasing of the property.
- Homebuyer must contribute a minimum of 20% but no more than 30% of gross monthly income toward mortgage payment

Homebuyer Assistance will be in the form of a conditional second mortgage loan secured by a deed of trust. The maximum amount is anticipated to not exceed $50,000; however, this determination will be made based on market conditions at the time of program implementation. NSP2 funds will be recaptured upon sale, transfer or change of ownership of the assisted property. Specific loan requirements may vary depending on the type of first mortgage financing available in the marketplace for low- and middle-income households. NSP2 assisted properties will be required to meet the "continued affordability" requirements established by the Consortium for the NSP2 Program. The minimum requirements will be in accordance with the HOME Program standards at 24 CFR 92.254 for homeownership housing. A recapture provision and repayment schedule will be established to require thresholds of affordability based upon the amount of assistance provided. Funds recaptured will be treated as NSP2 program income.

NSP Category: B
CDBG Entitlement Regulation: 24 CFR 570.201(N)
Projected Start Date: March 2010
Projected End Date: February 2013
Location Description:
(Subrecipient) Total Budget: $6,400,000
Performance Measures: (Subrecipient) will assist approximately 128 households with this activity.

ACTIVITY 2 – NSP2 Acquisition, Rehabilitation of Single-Family Housing for Resale

The purpose of the program is to acquire and rehabilitate foreclosed and abandoned homes in targeted areas and resell them to program-eligible owner-occupants. Using NSP2 funds (and other lines of credit as available) nonprofit agency subgrantees selected by the Consortium through a Notice of Funding Availability (NOFA) or procurement process would purchase foreclosed or abandoned homes and rehabilitate them to Consortium's housing standards. The Consortium will also explore the possibility of individual jurisdiction members acquiring property directly for future sale depending on the needs of the community and in order to fulfill the timeliness

requirements of NSP2 expenditure. Homes may be purchased individually or through a bulk sale. Upon completion of rehabilitation (if needed), homes would be marketed to eligible buyers. This activity will provide affordable homeownership opportunities for households earning less than 120% AMI while simultaneously repairing damaged property, improving the aesthetic appeal of our target neighborhoods, modernizing older housing stock, and increasing the energy efficiency of homes.

To implement this activity, the Consortium will provide funds for one or more developers to acquire and rehabilitate abandoned, vacant or foreclosed upon homes in target area census tracts. All properties acquired under this activity must meet the required purchase discount of 1% less than current market appraised value, and the discounted price shall be supported by an appraisal within 60 days of the final offer being made. The Consortium will provide funds for the acquisition, rehabilitation and redevelopment of the homes to include related eligible development and activity delivery costs, sales and closing costs, rehabilitation costs, carrying costs, and reasonable developers' fees.

All potential NSP2 properties will be subject to environmental review/assessment by the appropriate jurisdiction prior to acquisition in order to ensure no negative impacts on the surrounding environment as well as to ensure that the property is safe for development per 24 CFR 92.352. NSP2 properties are also subject to Lead-Based Paint Regulations found at 24 CFR 35 and 24 CFR Section 570.608. The use of lead-based paint is prohibited. For all properties constructed prior to 1978, an inspection and assessment for lead based paint hazards will be conducted and all purchasers of properties constructed prior to 1978 will be notified of the hazards of lead based paint poisoning. If found, abatement of hazards shall be completed in compliance with 24 CFR 35.1325. Rehabilitation must also be in compliance with asbestos inspections and surveys as required by National Emissions Standards for Hazardous Air Pollutant and OSHA.

The developer will then sell each home to an eligible buyer and it is anticipated that the majority of new purchasers will be provided with direct homeownership assistance and/or assistance through the Homebuyer Assistance Program as described in Activity 1. NSP2 assisted properties will be required to meet the continued affordability requirements established by the Consortium for NSP2. The minimum requirements will be in accordance with the HOME Program standards at 24 CFR 92.254 for homeownership housing. Funds repaid by the developer from sale proceeds will be treated as program income according to the terms of the Notice and used to fund additional NSP2 activities. As an alternative to sale, the Consortium may authorize the home to be transferred to the rental program described in Activity 3. The continued affordability requirements of NSP2 assisted rental properties will be in accordance with the HOME Program standards at 24 CFR 92.252 (a), (c), (e) and (f).

NSP Category: B
CDBG Entitlement Regulation: 24 CFR 570.201(A) & 570.202 & 570.208(A)(2)
Projected Start Date: March 2010
Projected End Date: February 2013
Location Description:

(Subrecipient) Total Budget: $19,200,000
Performance Measures: (Subrecipient) will assist approximately 384 households with this activity.

ACTIVITY 3 – NSP2 Acquisition and Rehabilitation for Rental Housing

The purpose of this program is to purchase and rehabilitate foreclosed or abandoned rental housing to benefit households up to 120% AMI, particularly focusing on those at or below 50% AMI. The Consortium would use NSP2 funds to assist a selected subgrantee or group of subgrantees to strategically purchase and rehabilitate foreclosed or abandoned rental properties in eligible target communities to add to the available stock of affordable rental housing. The Consortium will also explore the possibility of individual jurisdiction members acquiring property directly for future sale to nonprofits depending on the needs of the community and in order to fulfill the timeliness requirements of NSP2 expenditure.

The Consortium funding assistance would be in the form of a grant and/or subordinated mortgage to the subgrantee to include purchase price, closing costs, minor rehab costs, carrying costs and project delivery costs directly attributable to a specific address. The Consortium would, whenever practical, leverage these investments with other sources of financing. This activity will primarily benefit households at or below 50% AMI. Agreements and deed restrictions would be recorded to ensure long-term affordability (minimum per HOME Program requirements). Rehabilitation (if needed) will follow CDBG wage-rate requirements for properties of 8 units or more in compliance with the Davis-Bacon Act.

All properties acquired under this activity must meet the required purchase discount of 1% less than current market appraised value. Selected subgrantees of Subrecipient will own, operate, and manage these NSP2 properties. The tenure of the beneficiaries will be rental and individual leases must be for at least one year. As currently interpreted, NSP2 considers rental revenue in excess of the cost of operating and maintaining the unit to be program income and must be returned to the Consortium. All program income will be disbursed for eligible NSP2 activities before additional cash withdrawals are made from the U.S. Treasury in accordance with 24 CFR 570.500.(a). As program income is received from other NSP2 activities, neighborhood stabilization through rental activity may be expanded as funds permit.

NSP Category: B
CDBG Entitlement Regulation: 24 CFR 570.201(A) & 570.202
Projected Start Date: March 2010
Projected End Date: February 2013
Location Description:
(Subrecipient) Total Budget: $43,120,000
Performance Measures: (Subrecipient) will assist approximately 278 households with this activity.

ACTIVITY 4 - Demolition of Blighted Structures

The properties demolished with these funds will be blighted structures, some of which may be abandoned or foreclosed upon homes or other non-residential properties. Demolition activities are intended to support and supplement other NSP2 neighborhood revitalization efforts by allowing the Consortium to demolish individual properties that may be too distressed to make rehabilitation economically feasible. Prior to approving any property for demolition, the Consortium will identify the specific plan for re-use and redevelopment of the property and will identify the source of funds to accomplish the plan for redevelopment. The Consortium will focus on NSP2 Redevelopment (Activity 6) however other public re-uses of the property will also be evaluated based upon the needs of the community and other funding sources available. This activity is not intended as Land Banking and information related to demolition and redevelopment will be reported to HUD and citizens via prominent posting on the Consortium's public websites. Demolition activities will follow residential anti-displacement and relocation practices as required however we anticipate all NSP2 demolished properties to be vacant. Any demolished properties purchased and/or redeveloped with NSP2 funds via another NSP2 activity will meet all of the required provisions of those sections with regards to minimum discount requirements and continued affordability. While these funds will not provide a direct benefit to households at or below 120% AMI, the blight removal is expected to provide benefits to our target geographies such as the stabilization of property values and future increase in value of adjacent property.

NSP Category: D
CDBG Entitlement Regulation: 24 CFR 570.201(D)
Projected Start Date: March 2010
Projected End Date: February 2013
Location Description:
(Subrecipient) Total Budget: $0
Performance Measures: (Subrecipient) will demolish approximately 0 blighted structures with this activity.

ACTIVITY 5- Redevelopment

This activity will provide for the redevelopment of existing vacant property within NSP2 target areas or properties that were demolished under Activity 4. These sites may be redeveloped either as new construction of housing (for rental or homeownership as appropriate for area revitalization) or as a residential public facility.

The Consortium anticipates participation with partner agencies as subgrantees as well as collaboration with other regional offices. This activity is not intended as Land Banking. Demolished or vacant sites are generally the target of criminal activity and bring property values down in the surrounding neighborhood. The redevelopment of these sites as either new housing units or other residential public facility will help stabilize property values, possibly even increasing property values for those homes

closest to the redevelopment sites as well as provide much needed services to targeted and special needs populations within our communities. It is anticipated that redevelopment projects will serve a diverse mix of income levels and any properties redeveloped as residential housing with NSP2 funds will meet the continued affordability requirements established by the Consortium for the NSP2 Program. The minimum requirements will be in accordance with the HOME Program standards at 24 CFR 92.254 for homeownership housing or, for rental housing, in accordance with the HOME Program standards at 24 CFR 92.252 (a), (c), (e) and (f). Rehabilitation will follow CDBG wage-rate requirements in compliance with the Davis-Bacon Act for properties of 8 units or more and all iron, steel and manufactured goods used for a public building must be produced in the United States as required by this Notice.

NSP Category: E
CDBG Entitlement Regulation: 24 CFR 570.201
Projected Start Date: March 2010
Projected End Date: February 2013
Location Description:
(Subrecipient) Total Budget: $29,040,000
Performance Measures: (Subrecipient) will redevelop approximately 202 properties with this activity.

ACTIVITY 6 - Administration

This activity will provide general administration and planning activities for all jurisdictions involved in the Consortium to effectively carry out NSP2 activities. Requested funds will cover administration costs including contribution to a housing counseling and marketing pool, general management, oversight and coordination, as well as the employment of professional services. Administration costs will not exceed 10% of total NSP2 funding as required by the Notice, and the Consortium has allocated a proposed 4.8% of our total funding request towards this use.

NSP Category: N/A
CDBG Entitlement Regulation: 24 CFR 570.205 & 570.206
Projected Start Date: March 2010
Projected End Date: February 2013
(Subrecipient) Total Budget: $4,888,000

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the Funding Agreement with identified projects for the 2009 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of $40,000 (Multi-Purpose Special Revenue Fund)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of annual renewal grant funding for various historic preservation projects to include historic resource survey and inventory of historic neighborhoods and photo and video documentation of the rehabilitation and construction progress at the U.S. Post Office and Courthouse.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Award Letter dated 12-23-2009
2. Funding Agreement and Attachments A-1, A-2, C, D, F, G
3. Letter to State Historic Preservation Office dated 12-11-2009
4. City of Las Vegas Grant Proposal Application Review Short Form
5. 2009 Historic Preservation Fund grant application

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
State Historic Preservation Office
100 N. Stewart Street
Carson City, Nevada 89701
(775) 684-3448 • Fax (775) 684-3442
www.nvshpo.org

JIM GIBBONS
Governor

MICHAEL E. FISCHER
Department Director

RONALD M. JAMES
State Historic Preservation Officer

December 23, 2009

Courtney Mooney
Historic Preservation Officer
City of Las Vegas-Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

Re: 2009 Historic Preservation Fund (HPF) Funding Agreement - Grant #32-09-21834(04)

Dear Ms. Mooney:

Enclosed is the funding agreement between the State Historic Preservation Office (SHPO) and your organization for the above grant. Following is a breakdown of each document.

- **Funding Agreement (FA)**
  This is a legally binding document that outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, grant termination date, quarterly reporting dates, financial and reimbursement procedures and media responsibilities.

- **HPF FA-Attachment A-1 (Scope of Work)**
  This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists SHPO project stipulations. Among them is The Secretary of the Interior's Standards for Archeology and Historic Preservation.

- **HPF FA-Attachment A-2 (Budget)**
  This page contains your organization's itemized budget in a spreadsheet format.

- **HPF FA-Attachment B (Covenants) (Applicable to construction projects only)**
  This describes the Applicants responsibilities toward the continued maintenance and repair of the property for a length of time equivalent to the amount of funding that has been awarded and accepted.

- **HPF FA-Attachment C (Civil Rights)**
  This page asks your organization to certify that "as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination."

- **HPF FA-Attachment D (Procurement)**
  This page asks your organization to certify that it is aware of federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items.

- **HPF FA-Attachment E (Anti-Kickback) (Applicable to construction projects only)**
  This page asks your organization to conform with provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled."

- **HPF FA-Attachment F (Lobbying)**
  This page asks your organization to conform with provisions of 18 U.S.C. 1913 which states that "No part of the money appropriated...will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress..."

- **HPF FA-Attachment G (Conflict)**
  This page asks your organization to agree and to incorporate specific language regarding "Conflict of Interest" in any contracts supported by this grant.

Upon receipt of the above FA packet, please do the following:

- **Read the Funding Agreement, and all Attachments**
  Please make sure it accurately reflects your project. If you have any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and attachments, please fill out and have the appropriate authorized entity sign each of the forms in the designated areas.

- **Please retain a copy of the funding agreement and attachments for your organization's records. The cover letter is yours to keep for your project file.**

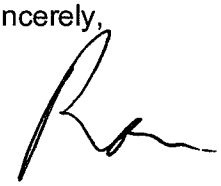
- **Mail the signed funding agreement and attachments to:**
  Rebecca Ossa
  HPF Grant Program
  State Historic Preservation Office
  100 N. Stewart St., 2nd Floor
  Carson City, NV 89701

When the required State officials have signed, our office will send you a copy of the completely signed-off funding agreement for your files.

A copy of the 2009 Project Director and Financial Manager's General Administrative Guidelines will be mailed under separate cover. Please refer to this manual for the duration of your 2009 grant.

As always, our office looks forward to working with you on this project. If you have any questions, please contact me at 775-684-3440 or your project manager at 775-684-3441.

Sincerely,



Ronald M. James
State Historic Preservation Officer

Enc.

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as "STATE," and (the) **CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

/X/ ATTACHMENT A - Scope of Work/Budget

/ / ATTACHMENT B - Covenant or Letter of Agreement

/X/ ATTACHMENT C - Civil Rights Assurance

/X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures

/ / ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964

/X/ ATTACHMENT F - Lobbying with Appropriated Funds

/X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid awarded to the SUBGRANTEE in an amount not to exceed **$40,000.00** to assist in the **"CITY OF LAS VEGAS 2009 HISTORIC PRESERVATION FUND GRANT PROJECTS"**. The minimum non-federal share required for this grant is **$26,666.67**.

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including 43 CFR 12 (Uniform Administrative Requirements for Grants to State and Local Governments) and A-133 (Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State,

Local, and Indian Tribal Governments). Non Profit organizations shall comply with 2 CFR 230 (Cost Principles for Nonprofit Organizations). Educational Institutions shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual, the National Register Programs Manual, The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.

3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees and agents under this agreement.

4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.

. . . .

. . . .

5. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant. Due dates are **JANUARY 15, 2010, APRIL 15, 2010**, and **JULY 15, 2010**.

6. Submit reports, including expenditure (financial) and progress (programmatic) quarterly. A final completion report shall be submitted by the SUBGRANTEE in a format prescribed by the STATE within ten (10) days of the completion of the project named herein. Reimbursement requests shall not be processed until such reports are received.

7. Maintain:

   a) An accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.

   b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

   c) A comparison of actual expenditures with budgeted amounts for the Agreement.

8. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

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. . . .

. . . .

9. Following the notification of the grant award and before work begins, the SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the SUBGRANTEE to coordinate the meeting date and time with the grants manager.

FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:
    a) An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
    b) Submission of satisfactory progress reports as referred to above.
    c) Submission of a Financial Report that must be executed by the person in charge of the project. Copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request. Said reimbursement shall not exceed 60 percent (60%) of the request for reimbursement costs, or the full value of the grant, whichever is less.
    d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal portion until the STATE receives the final completion report and has accepted its content.
    e) Progress payments may be made at the discretion of the STATE upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.

. . . .

f) Any progress payment made by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or any default which may exist on the part of the SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.

2. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:

a) Termination by the grant by reason of fault of the SUBGRANTEE;

b) Failure by the SUBGRANTEE to observe any of the covenants, conditions, warranties of this Agreement and its incorporated provision;

c) Failure by the SUBGRANTEE to make progress on the grant;

d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;

e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;

. . . .

f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SUBGRANTEE's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the SUBGRANTEE; and/or Commission of an act of bankruptcy.

4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, STATE consents to termination of this agreement. In such event, SUBGRANTEE shall notify STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

   a) Terminate all or any part of the balance of the grant.

   b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation or any of the terms of this Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **DECEMBER 4, 2009**. The termination or end date is **JULY 31, 2010**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. Financial Reports requesting

reimbursement for activity from **DECEMBER 4, 2009 TO JULY 31, 2010** must be submitted by **SEPTEMBER 15, 2010** and will not be allowable for reimbursement or as match after that date. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement.

7. This funding agreement shall be construed and interpreted according to the laws of the State of Nevada.
8. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.
9. The STATE in accordance with the Office of Management and Budget (OMB) Circular A-133, for the Single Audit Act, requires:
    a) Non-Federal entities that expend $500,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.
    b) Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.
    c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.
    d) Exemption when Federal awards expended are less than $500,000. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in

Circular A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

10. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE and the Department of the Interior by the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a Department of the Interior grant." Printed material, where space allows, should include language outlined in paragraph 11.
11. An acknowledgment of National Park Service support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of this Agreement shall include the following statements:

The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you

believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240.

12. A draft project report will be submitted for STATE review to the State Historic Preservation Office no later than **MAY 31, 2010**. The product must comply with *The Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.*

13. Final product reimbursement will not be made if the product does not meet The Secretary of the Interior's Standards or terms of this Agreement.

14. The final product/report must be submitted to the STATE no later than **AUGUST 15, 2010**.

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15. The SUBGRANTEE shall provide the STATE with an acceptable final report of the project, including a comparison of completed activities and budget to those in the approved Funding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding Agreement to be signed and intend to be legally bound thereby.

SUBGRANTEE-LAS VEGAS-PLANNING AND DEVELOPMENT–PLANNING AND DEVELOPMENT

Signature: _____ Date:_____

Name (print):_____

Title (print): _____

STATE-DEPT.OF CULTURAL AFFAIRS-STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By:_____ Date: _____

Deputy Attorney General

ATTACHMENT A-1

SCOPE OF WORK

Project Title: Southridge Neighborhood Survey and Las Vegas Post Office Rehabilitation Documentation using National Park Service (NPS) funds (HPF #32-09-21834(4)).

This project will support the completion of the following:

- Hire a historic preservation consultant to conduct survey;
- Online storage fees for post office image data; and
- City of Las Vegas KCLV media services (video)

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

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO *before* work begins.
3. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
4. The subgrantee will provide the SHPO with calendar quarterly updates on project progress;
5. The subgrantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee will refund the amount to the SHPO.

ATTACHMENT A-2 BUDGET			
Participant:	City of Las Vegas-Planning and Development		
Project Title:	Southridge Neighborhood Survey and Las Vegas Post Office Rehabilitation Documentation		
Termination Date:	7/31/2010		
Project ID#	32-09-21834(4)		
Federal Share:	Consultant-Survey	$	39,000.00
	Photo & video documentation for LV U.S.P.O.	$	1,000.00
	Total:	**$**	**40,000.00**
Non-federal Share:	Personnel-Urban Design Coordinator (290 hrs @ $73.07)	$	21,190.30
	Sr. Management Analyst (40 hrs @ $71.33)	$	2,853.20
	Financial Analyst II (40 hrs @ $67.55)	$	2,702.00
		$	**26,745.50**
	Total Project Costs:	**$**	**66,745.50**

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

Signature of Authorized Certifying Official	Title
Authorized Certifying Official *(print name)*	Date Submitted

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT

Applicant/Organization

731 S. Fourth St., Las Vegas, NV 89101

Applicant/Organization Mailing Address

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

a. Including qualified small and minority businesses and solicitation lists.

b. Assuring that small and minority businesses are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy

American Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business: (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than $25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than $25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than $25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder whose proposal

will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:
    a. The item is available only from a single source.
    b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
    c. The State authorizes noncompetitive negotiation.
4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures) awarded

by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

_____ _____

Signature of Subgrantee Date

_____

Subgrantee Name (print)

_____

Title (print)

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT
Organization

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

_____ _____

Signature of Subgrantee Date *(print)*

_____

Subgrantee *(print)*

_____

Title *(print)*

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT
Organization

ATTACHMENT G

CONFLICT OF INTEREST

The subgrantee agrees to the following and will include the following language in any contracts supported by this grant.

Neither the subgrantee nor its subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the subgrantee shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

_____ _____

Signature of Subgrantee Date *(print)*

_____

Subgrantee *(print)*

_____

Title *(print)*

CITY OF LAS VEGAS-PLANNING AND DEVELOPMENT
Organization

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

December 11, 2009

Rebecca Ossa
SHPO Grant Reviewer
State Historic Preservation Office
100 North Stewart Street, 2nd Floor
Carson City, NV 89701-4285

Dear Rebecca:

Enclosed please find a revised Scope of Work and Budget for the 2009 HPF to reflect the anticipated awarded amount of $40,000.00. This information is being submitted prior to receiving an award letter with grant tracking number.

If you have any questions or need further information, please contact me at 702-229-5260 or at the address below.

Sincerely,

Courtney Mooney
Historic Preservation Officer

Cc: Kelly Osborne, Fiscal Officer, State Historic Preservation Office

Enclosed:
Revised Scope of Work, 2009 HPF Grant Application
Revised Budget, 2009 HPF Grant Application
Map of revised survey boundaries for Phase II: Historic Resource Survey and Inventory of the Southridge Neighborhood

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

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2009
REVISED SCOPE OF WORK
December 10, 2009

PROGRAM AREA: 8. SURVEY

Historic Resource Survey and Inventory of the Beverly Green neighborhood has been revised to the Phase II: Historic Resource Survey and Inventory of the Southridge Neighborhood. The scope of work for the 2008 HPF grant needed to be divided into two phases due to the awarded amount and time allowed for the project. The 2010 HPF grant application includes completion of the Phase I: Historic Resource Survey and Inventory of the Beverly Green neighborhood.

Funding is requested for a qualified historic preservation consultant's fees to complete the second phase of an intensive level historic resource survey of the Southridge Neighborhood. The Southridge Neighborhood is a registered neighborhood association with the city of Las Vegas Neighborhood Services Department and has definable boundaries as such (please see attached map for visual reference).

The survey area is generally bounded by Oakey Boulevard to the north, E. St. Louis Avenue to the south, S. Tenth Street to the west, and S. Maryland Parkway to the east. The survey area includes several small housing tracts. The survey area contains approximately 186 homes that are over fifty years old. The predominant architectural style is modern Ranch.

Survey of this area is part of the overall recommendation by the city of Las Vegas Historic Preservation Commission to develop a Mid-Century Historic Context Report for WWII and post-WWII development within the city of Las Vegas.

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2009
REVISED BUDGET
December 10, 2009

The following sections correspond to revised sections in grant application:

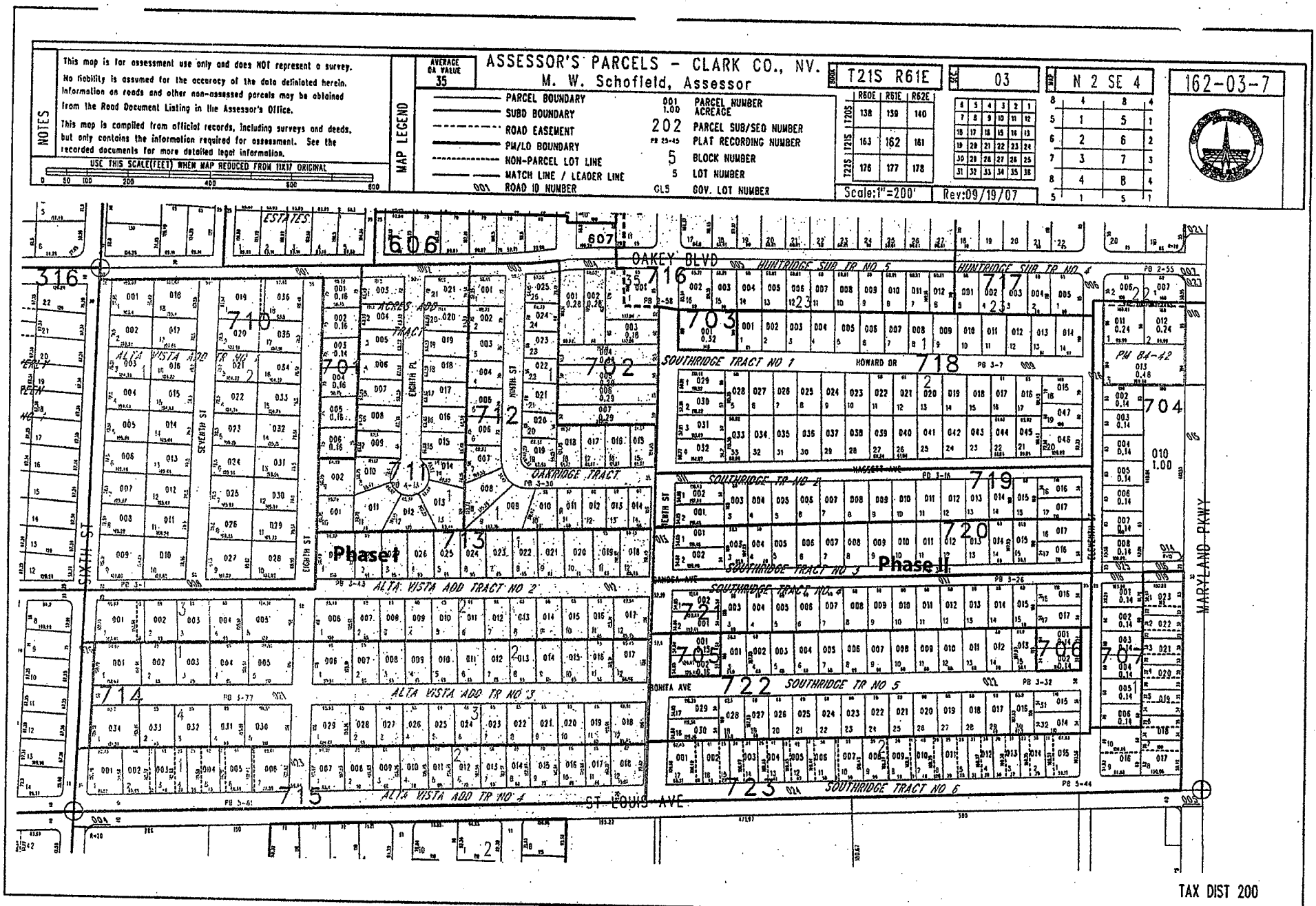
2. Contractual Services:

	Contractual Service	Total Amount	Federal Share	Non-Federal Share
a.	Consultant to prepare historic resource survey of Southridge Neighborhood	$39,000.00	$39,000.00	
b.	Multiple projects pertaining to the photo and video documentation of the rehabilitation project for the U.S. Post Office and Courthouse	$1,000.00	$1,000.00	
	Sub-total:	**$40,000.00**	**$40,000.00**	$

6. Section #1- 5 Subtotals:

		Amounts	Federal Share	Non-Federal Share
1.	Personnel	$	$	$26,667.00
2.	Contractual Services	$39,000.00	$39,000.00	$
3.	Travel	$	$	$
4.	Operating	$	$	$
5.	Other	$1,000.00	$1,000.00	$
		$40,000.00	**$40,000.00**	**$26,667.00**

7.	**Requested Federal Share Total**	**Subtotal:**	**$40,000.00**
8.	**Required Non-Federal Share**	**Subtotal:**	**$26,667.00**
9.	**Actual Non-Federal Share**	**Subtotal:**	**$26,667.00**
10.	**Proposed Project Costs**	**Grand Total:**	**$66,667.00**



Proposed Project Phasing: Yellow = Phase I (2009); White = Phase II (Future).

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

Grant Overview

To be completed by the Grant Coordinators:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date:	10/16/08

Part I – *To be completed by the Sponsoring Department:* **Date Prepared:** 11/08/08

Department: Planning & Development	**Division:Enterprise Programs**
Grant Lead/Contact Person: Courtney Mooney	**Phone: 229-5433**
Funding Agency: NV State Historic Preservation Office	**Name of Grant: 2009 Historic Preservation Fund Grant**
CFDA#: 03-038-1610	**Other Proposal or Application #, if applicable: N/A**
Name of the Project/Program: Historic Survey and Inventory	**Project/Program Manager: Courtney Mooney x5260**
Is this a new project or program? ☐ **Yes** ☒ **No**	**Has the project been funded by this grant before?** ☒ **Yes** ☐ **No**
Does this grant meet a Performance Plus result measure or Key Performance Indicator (KPI)? ☒ **Yes** ☐ **No**	**If so, please indicate which KPI(s) or results measure(s) this project addresses:**

Please indicate which City Council Priority or Priorities this project addresses:

- ☒ Create, integrate, and manage orderly and sustainable development and growth of our community
- ☐ Manage cost and revenue resources to achieve efficient operations
- ☒ Support and encourage sustainability, livability, and pride in our neighborhoods
- ☐ Aggressively attract and retain diverse businesses
- ☐ Promote healthy lifestyles for all segments of the community
- ☐ Provide an open government which allows access, participation, and respectful communication
- ☐ Provide a safe environment for our residents, businesses and visitors using a community oriented approach
- ☒ Revitalize and invigorate our mature areas and the urban core

The following questions in blue pertain to the city as fiscal agent. If not applicable, please leave blank.

Does this grant fund existing permanent positions? ☐ Yes ☒ No	Does this grant fund new permanent positions? ☐ Yes ☒ No
Amount Requested: $53,650.00	Grant Proposal Deadline: 8/31/10
Are matching funds required? ☒ Yes ☐ No	If yes, what is the match level? ☐ 1:1 match ☒ Percentage 40%
CLV Match: $34,148	Match Sources:Personnel salary
Does funding from this grant begin in the current fiscal year? ☒ Yes ☐ No	Does funding from this grant last longer than three years? ☐ Yes ☒ No
The following questions help us identify return on investment (ROI) for grant writing.	
Number of hours it took staff to complete the grant proposal: 8	**Please list any community partners: Beverly Green Neighborhood Association**

Please provide a brief explanation of the program the grant will support and how the money will be used: The proposed work will provide useful information about existing historic neighborhoods to the Planning and Neighborhood Services Departments for future preservation planning efforts. It will also contribute to the ongoing documentation of the rehabilitation project for the historic U.S. Post Office and Courthouse. The final products will contribute greatly to the public awareness and general knowledge about the history and development of Las Vegas.

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the coordination and management of any funds awarded to the City under this Grant and will adhere to any policies and procedures set for by the

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date:	10/16/08

Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- ☐ A copy of the Grant Application Instructions/Guidelines, as supplied by the Grantor/Pass-Through Agency
- ☒ The original, completed, signed Application, including Grants.gov electronic application, where applicable
- ☐ The completed application in electronic format (via SharePoint application repository or e-mail, preferably)
- ☒ All attachments, back-up documentation, or amendments to be submitted to the Grantor in support of the application

---

Part I – ***To be completed by the Applicant Department Director or designee prior to submission to the Grant Review Committee:***

The Director has reviewed the completed Grant Proposal Application Review (GPAR) packet, and the application is:

- ☒ **Approved:** The Application may be submitted to the Grant Review Committee.
- ☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.
- ☐ **Denied:** See 'Comments' below.

Department Grant/Program Manager Name: Yorgo Kagafas

Department Grant/Program Manager Phone Number: x 6196

COURTNEY MOONEY
Department Director/Designee Printed Name

Department Director/Designee Signature

11/7/08
Date Signed

Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

Common Questions from the Grant Review Committee

To be completed by the Grant Coordinator:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date:	10/16/08

Part II – *To be completed by the Sponsoring Department:*

1. If the city is not awarded this grant, will your department still implement this program?
   No.
2. If the funding is not renewed after the first grant year, will the program continue?
   No.
3. If the program will continue, what is the contingency (back-up) plan for funding?
4. If partial funding is awarded, rather than the full grant request, do you intend to lower the number of citizens served or reduce the program services?
   ☒ **Not Applicable**

   ☐ **No** If no, please explain how planned levels will be maintained:

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?

5. If the city is to act as fiscal agent for this grant, but the funding will be used by project partners, has it been established that the project partners will be required to assume fiscal responsibility at a future date?
   ☐ **No** If no, please explain how planned levels will be maintained:
   N/A

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?

6. If so, what is the planned transfer of fiscal responsibility (attach any documents that support the planned transfer)?
   N/A
7. Have protections been established to protect the city as fiscal agent from the following:

• Loss of city revenues due to cost of managing the program?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**
• Inability of the proposed responsible entity to assume fiscal agent role?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**
• Provisions for hiring staff, who are not city employees, to manage the program (legal protection for the city)?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**

   Please explain how these protections have been established and attach all documentation necessary to support these (Memorandums of Understanding, contractual agreements, timelines for relinquishment of fiscal agency, etc.) plans to protect the city from liability:

Additional Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date:	10/16/08

Grant Review Committee Decision

Part I – ***To be completed by the Grant Coordinator:***

The Grant Review Committee has reviewed the application, and the application is:

☐ **Provisionally Approved:** The Application/Proposal may be submitted to the funding agency for review/award.

☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.

☐ **Deferred to the City Manager's Office:** *The Committee has concerns that they feel need to be addressed at the Deputy City Manager's level for approval.* Deferred to Deputy City Manager .

☐ **Denied:** See 'Comments' below.
Grant applications denied by the Grant Review Committee are referred to the City Manager's Office for final review by the Deputy City Manager responsible for the grant applicant's department. Referred to Deputy City Manager .

Deferral/Denied-Referral Comments:

Becky Jo Spray /s/
Grant Coordinator Date Signed

Grant Award Status

Part I – Award Notification:

The funding agency for this grant has supplied a letter indicating that the grant:

☐ **was approved for the following amount:**

- Written notification was received by o n (date) a nd a copy of the letter ☐ **has** ☐ **has not** been provided to the Grant Coordinator.
- Written notification was received by o n (date) a nd a copy of the letter ☐ **has** ☐ **has not** been provided to the Finance Analyst.

The funding agency for this grant has supplied a letter indicating that the grant:

☐ **was not approved. Reasons for this, if any were indicated, include:**

Written notification was received by o n (date) a nd a copy of the letter ☐ **has** ☐ **has not** been provided to the Grant Coordinator.

Written Notification received by the Grant Coordinator on . The copy of the N otification letter was placed in the grant application file on per th e Grant Coordinator.

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

APPLICATION COVER

Page 1 of 2 *(Note: This unaltered form must be submitted with the application.)*

For SHPO use only
Received:
Postmarked:
Delivered By:
Initials:

Is Applicant: ■Representing owner(s)? ■ a CLG? **Does Applicant have:** ■County/City Affiliation? ❑Church affiliation?

Applicant Organization: City of Las Vegas EIN: 88-6000198

Mailing Address: 731 S. Fourth Street Dept/Agency: Planning & Development

City: Las Vegas County: Clark ZIP: 89101

Authorized Signatory: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Dept/Agency: Planning & Development Daytime Phone: 702-229-5260

Project Contact: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Mailing Address *(If different from above)*

Daytime Phone: Fax: 702-384-1397

Email: cmooney@lasvegasnevada.gov Application Approval Entities:

Project Title: City of Las Vegas 2009 Historic Preservation Fund Grant

Program Area:

1. ❑ Acquisition 2a. ❑ Development 2b. ❑ Pre-Development
3. ❑ Documentation (HABS/HAER/HALS) 4. ❑ Inventory 5. ❑ National Register Nomination
6. ❑ Planning 7. ■ Public Education 8. ■ Survey

Project Description (brief):

The funding will support 1) an historic resource survey and inventory of approximately 180 properties located within the Beverly Green Neighborhood (to include the El Centro Addition Tracts 1-2, and the Beverly Green Tracts 1-4), and 2) ongoing photo and video-documentation of the adaptive reuse construction process for the U.S. Post Office and Courthouse (National Register 1983).

Proposed Start Date: January 2009 Proposed End Date: August 2009

Budget Summary:

A. Requested Federal Share:	$ 53,650
B. Non-Federal Share:	$ 38,504
B.1 Cash	$
B.2 In-kind	$ 38,504
C. Grand Total:	$ 92,154

Applicant's authorized signature:

C. Mooney

Name (*please print*): Courtney Mooney

Title: Urban Design Coordinator/HPO

Date: 11/21/08

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

APPLICATION COVER

 (Note: This unaltered form must be submitted with the application.)

1. Is the project located in an urban area with a population of 25,000 or more? ■ Yes ☐ No
2. Is Applicant willing to hire minority personnel/owned businesses to perform project? ■ Yes ☐ No
3. Is Applicant a member of a minority group? ☐Yes, please specify: _____ ■ No
4. Is Applicant willing to hire a business certified as a Minority Business Enterprise? ■ Yes ☐ No
5. Will Applicant proceed with the project if federal funding is not received? ☐ Yes ■ No
6. Is the project accessible by the disabled? (*via alternate printing (Braille), ramps, etc.) ■ Yes ☐ No
7. How much time will Applicant need to complete the project? 8 Months
8. Please include a list of the final product(s) to be completed with the subgrant (i.e., surveys, reports, architectural plans, videos, brochures, etc.,): Three hard copies and two CD copies of the Beverly Green neighborhood historic survey resource report, and CD copies of Post Office construction process documentation.
9. Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ■Yes ☐ No
10. Does the Applicant have a consultant for the project? ☐ Yes ■ No
11. Does the Applicant acknowledge that any grant award will be subject to acquiring qualified professionals who meet NPS professional qualification standards and State review before project work begins? ■ Yes ☐ No
12. Is the applicant aware that if funded, a 'kick-off' project meeting will be required with the SHPO before a funding agreement is drawn up? ■ Yes ☐ No
13. Does the Applicant acknowledge that any project supported by HPF or Matching Share must meet the Secretary's "Standards and Guidelines?" ■ Yes ☐ No

14. In addition to filling out pages 1 and 2 of this subgrantee application cover pages, please include the following items:

    a. Program Area (PA) Form (as it applies to your proposed project(s));
    b. Budget Form (or equivalent);
    c. Affidavit for Matching Funds Form;
    d. Certifications Regarding Debarment, Suspension, and Other Responsibility Matters Form; and
    e. Civil Rights Assurance Form.

I HAVE READ AND COMPLETED THIS **HPF SUBGRANTEE APPLICATION FOR 2009** AND CERTIFY THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant _____ Date 11/21/08

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

PROGRAM AREA: 7. PUBLIC EDUCATION

1) Applicant is proposing the following *(indicate selection with an "X")*:

- ■ Activities to increase overall public awareness of technical preservation methods and techniques having application to historic and archeological properties
- ■ Dissemination of information to promote working relationships with the public and private sectors to achieve preservation objectives
- ■ Explanation of historic preservation planning and/or the goals of local preservation ordinances, or design review guidelines to public or private audiences throughout the community;
- ■ Dissemination of the results of grant-funded work (i.e., explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the community preservation constituency);
- ❑ Purchase and installation of interpretive signs or markers at HPF grant-assisted historic buildings, structures and archeological sites.
- ❑ Signage acknowledging HPF assistance at construction project site during grant period.
- ❑ Training and Education for Employee Development
- ❑ Temporary exhibits relating to HPF grant-assisted activities, accomplishments, or results
- ❑ Other: _____

2) Applicant proposes to use the following means to accomplish the above goal(s):

❑ Conference	■ Electronic (CDs, software, etc.)	❑ Exhibit	❑ Film
❑ Meetings (public)	❑ Newsletter	❑ News releases	❑ Pamphlets
❑ Posters	❑Publications	❑ Signage/markers	❑ Software
❑ Training Consultant	■Videotapes/DVDs	❑ Other: _____	

3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ■ Yes ❑ No

4) Please indicate the total products and quantities that will be produced:

1. Continued video and photo documentation and online storage of documentation for the adaptive reuse construction progress for the U.S. Post Office and Courthouse (National Register 1983)
Qty: 1 master copy of CD with copies of progress

(Note: If more than 2, please use 'Continuation Sheet' and check box ❑.)

5) (a) Will a portion or the entire project be contracted out? ❑ Yes ■ No

(b) If 'Yes', please indicate the procurement method(s) to be used for the project:

❑ Small purchase procedures	❑ Competitive sealed bids
❑ Competitive negotiation	❑ Noncompetitive negotiation

6) (a) Has the Applicant selected project personnel? ■ Yes ❑ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name: Charles Hosmer-McGraw Title: Cable Station Manager
Phone: 702-229-2222 Email: cmcgraw@lasvegasnevada.gov
Company/Firm: KCLV
Mailing Address: 221 Las Vegas Boulevard No.
City: Las Vegas, State: NV Zip code 89101

7) Please describe your project. Please use a 'Continuation Sheet' and check box ■.

(Please indicate Program Area and item number; if multiple areas, please list at the beginning of each section.)

Ongoing: Photo and video documentation for U.S. Post Office and Courthouse (National Register 1983). This is an ongoing photo and video-documentation, and database storage for documentation of the entire construction aspect of the rehabilitation and adaptive reuse project for the U.S. Post Office and Courthouse. The focus for the video-documentation will be: seismic retrofit, conservation, code compliance issues, demolishment of non-historic features, mechanical system upgrades, technical upgrades, new construction for adaptive reuse as a museum and cultural facility, and accession of museum artifacts for exhibits. Construction for this project is estimated to be complete in 2010. The 2010 HPF grant application will include a request for funding to edit and produce a DVD which will include interviews of the design, engineer and conservation principals, and other educational components, as well as extensive footage of the construction process. The DVD will be distributed free of charge to government agencies and members of the general public, including but not limited to schools, libraries, and related professionals.

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

PROGRAM AREA: 8. SURVEY *(page 1 of 2)*

"Survey is activity directly pertinent to the location, identification, and evaluation of historic and archeological resources"

1) (a) Does the project activity directly relate to the location, identification, and evaluation of historic and/or archeological resources? ■ Yes ❑ No

(b) If 'No', please explain answer: _____

2) Proposed Survey Data:

(a) Level: ■ Intensive
❑ Reconnaissance
❑ Re-survey of previously covered area; Last surveyed: _____

(b) Please include a location map showing proposed survey area boundaries.

(c) Type of resource being surveyed for: ■ Architectural/Historical ❑ Archeological/Historical

(d) Level of documentation to be produced *(Indicate all that apply)*:
■ Historic Resource Inventory/Survey Forms (HRIFs)
❑ IMACs or other approved SHPO Archeological Site Forms
❑ National Register nomination(s) (Please complete the form for this program area)
■ Determinations of Eligibility (Identification and Evaluation)
❑ Other: _____

(e) Estimated number of acres to be surveyed: 63.52

(f) Estimated number of inventory forms to be produced: 351

(g) Estimated number of reports to be produced: one

(h) Final products that will be produced with this grant:
■ Bound Report (e.g., a 3-ring binder) Qty: 3
■ Electronic Copy (e.g., forms and report on a CD) Qty: 2
❑ Other: _____
❑ Other: _____

3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publications produced as a result of research or any other work funded in whole or in part by the HPF grant? ■ Yes ❑ No

4) (a) Will a portion or the entire project be contracted out? ■Yes ❑ No

(b) If 'Yes,' please indicate the procurement method(s) to be used for the project:
❑ Small purchase procedures ❑ Competitive sealed bid
❑ Competitive negotiation ■ Noncompetitive negotiation

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

PROGRAM AREA: 8. SURVEY *(page 2 of 2)*

5) (a) Has the Applicant selected project personnel? ❑ Yes ■No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name:_____ Title: _____
   Phone: _____ Email: _____
   Company/Firm: _____
   Mailing Address:_____
   City:_____ State:_____ Zip code_____

2. Name:_____ Title: _____
   Phone: _____ Email: _____
   Company/Firm: _____
   Mailing Address:_____
   City:_____ State:_____ Zip code_____

(Note: If more than 2, please use 'Continuation Sheet' and check box ❑.)

6) Please indicate the legal owner(s) of the property and/or areas that are subject to the proposed project:

❑ Federal owner; please specify agency: _____
❑ State; please specify agency: _____
❑ County; please specify department/division:_____
❑ City; please specify department/division: _____
■ Private multi-owners: Urban neighborhood
❑ Private single owner: _____

7) Please describe your project. If necessary, please use a 'Continuation Sheet' and check box ❑.

Funding is requested for a qualified historic preservation consultant's fees to complete an intensive level historic resource survey of a portion of the Beverly Green Neighborhood. The Beverly Green Neighborhood is a registered neighborhood association with the city of Las Vegas Neighborhood Services Department and has definable boundaries as such; however, because of the size of the neighborhood, the project will have to be phased (please see map for visual reference).

The survey area is generally bounded by Oakey Boulevard to the north, E. Sahara Avenue to the south, Paradise Road and Weldon Place to the west, and S. Sixth Street to the east. The survey area includes several small housing tracts composed of approximately 351 single- and multi-family homes generally dating from the early 1950s throughout the 1960s (297 properties are over fifty years old). The predominant architectural style is modern Ranch.

Survey of this area is part of the overall recommendation by the city of Las Vegas Historic Preservation Commission to develop a Mid-Century Historic Context Report for WWII and post-WWII development within the city of Las Vegas.

If determined eligible, funding will be applied for in the future to prepare a nomination report.

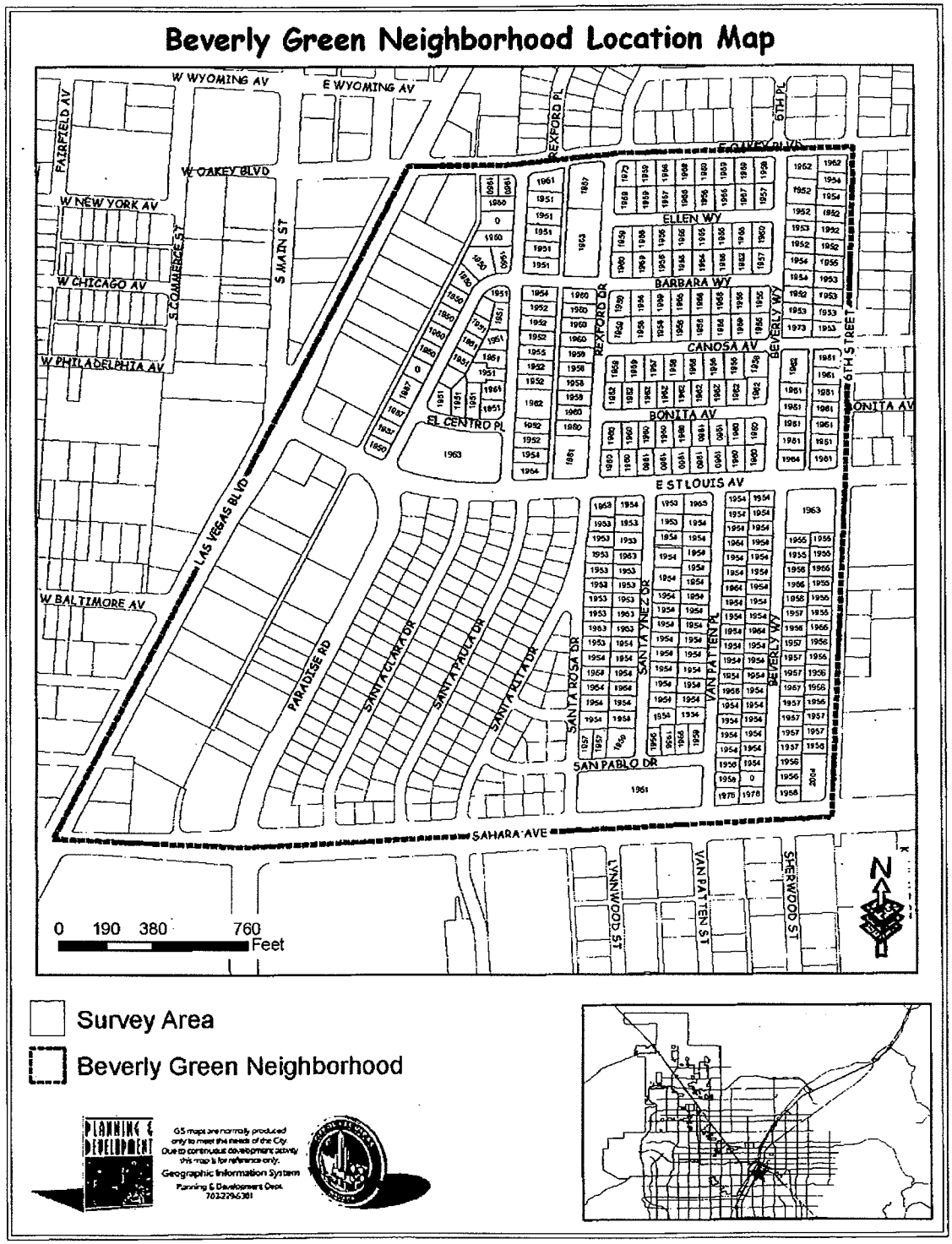
NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

CONTINUATION SHEET – SURVEY – CITY OF LAS VEGAS

(Please indicate Program Area and item number; if multiple areas, please list at the beginning of each section.)

Map: Historic Resource Survey and Inventory of Beverly Green neighborhood survey area.



NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2009

BUDGET FORM

Applicant: City of Las Vegas Department of Planning & Development

3. Personnel:

	Position Title	Hours	Hourly Rate (HR)	✓ if HR includes Fringe Benefits	% of HR that is a fringe benefit	Amount of fringe benefit	Total Amt	Federal Share	Non-Federal Share
a.	Urban Design Coordinator	400	$44.29	Yes	65%	$28.78	$29,231		$29,231
b.	Sr. Management Analyist	50	$43.23	Yes	65%	$28.10	$3,566		$3,566
c.	Financial Analyst II	20	$40.94	Yes	65%	$26.61	$1,351		$1,351
d.									
e.									
f.									
g.									
h.									
i.									
j.									
						Subtotal:	**$34,148**	$	**$34,148**

4. Contractual Services:

	Contractual Service	Total Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Consultant	$52,650 (approx. 638 hours at $82.49/hr)	$52,650	
b.	City of Las Vegas KCLV	$ 800	$ 800	
c.	Online storage for Post Office image data	$ 200	$ 200	
d.				
e.				
f.				
	Sub-total:	**$53,650**	**$53,650**	$

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2009

BUDGET FORM

Applicant: City of Las Vegas Planning & Development Department

5. Other (please specify or attach detailed budget):

		Rate	Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Commission Volunteers (11 volunteers at 11 monthly meetings)	$36/hr	$4,356		$4,356
b.					
c.					
d.					
e.					
f.					
g.					
h.					
			$4,356	$	$4,356

6. Section #1- 5 Subtotals:

		Amounts	Federal Share	Non-Federal Share
1.	Personnel	$ 35,454	$	$ 34,148
2.	Contractual Services	$ 53,650	$ 53,650	$
3.	Travel	$	$	$
4.	Operating	$	$	$
5.	Other (Volunteers)	$ 4,356	$	$ 4,356
		$ 93,772	$	$ 92,154

7.	**Requested Federal Share Total**	**Subtotal:**	**$ 53,650**
8.	**Required Non-Federal Share**	**Subtotal:**	**$ 35,767**
9.	**Actual Non-Federal Share**	**Subtotal:**	**$ 38,504**
10.	**Proposed Project Costs**	**Grand Total:**	**$ 92,154**

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2009

BUDGET FORM

Applicant: City of Las Vegas Planning & Development Department

11. List each component of the Actual Non-Federal share.

(Please provide the exact nature of each source.)

			Other					
#	Budget Item	Cash	In-Kind	Donated Labor/ Time	Donated Material	Salaries	Other	Amount
1	See item #4: Personnel					$34,148		$34,148
2	See item #5: Other						$4,235	$4,235
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
							Total:	$38,504

Note: The amounts listed for item #11 must equal item #9.

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION

AFFIDAVIT FOR MATCHING FUNDS

STATE OF NEVADA

COUNTY OF Clark

WHEREAS, City of Las Vegas, hereinafter referred to as Subgrantee, in the interest of the historic preservation project commonly known as: 2009 City of Las Vegas Historic Preservation Fund grant, certifies that the project previously referenced shall have the necessary matching funds required pursuant to the Historic Preservation Act (P.L. 89-665).

SUBGRANTEE HEREBY CERTIFIES, that if Subgrantee is funded $ 53,650.00 in Historic Preservation funds from the United States government, Subgrantee will have available an acceptable match in the amount of $ 35,767.00 as funds set aside for the project named above.

Signed and dated this 21 day of November, 2008.

Subgrantee Signature

Courtney Mooney

Subgrantee Name (please print)

SUBSCRIBED AND SWORN TO before me this 21st day of November, 2008.

Teresa K. Morrell

Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK X IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK X IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. *(Grantees Other Than Individuals)*

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

731 S. Fourth Street, Las Vegas, Clark County, Nevada 89101

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK__ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made; to such a central point, it shall include the identification number(s) of each affected grant.

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Courtney Mooney, Urban Design Coordinator/Historic Preservation Officer
TYPED NAME AND TITLE

11/21/08
DATE

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION

CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

Signature of Authorized Certifying Official	Title Urban Design Coordinator/Historic Preservation Officer
Applicant/Organization City of Las Vegas Planning & Development Dept.	Date Submitted 12/01/08
Applicant/Organization Mailing Address 731 S. Fourth Street, Las Vegas, NV 89101	Bureau or Office Extending Assistance

DI-1350 (Rev. 6/91)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS22C06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to February 24, 2010 for the Las Vegas Wash Elkhorn, Rainbow Boulevard to Torrey Pines Drive - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On January 12, 2006 the City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District to provide funding for the design of the Las Vegas Wash Elkhorn, Rainbow Boulevard to Torrey Pines Drive. This Fourth Supplemental Interlocal Contract will extend the project completion date to February 24, 2010. The Clark County Regional Flood Control District approved this contract at its November 12, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS22C06

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH
ELKHORN, RAINBOW BLVD. TO TORREY PINES DRIVE

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of November, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan as Structure Number LVMD 2507 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, the DISTRICT entered into an Interlocal Contract for design on January 12, 2006, a First Supplemental Interlocal Contract dated May 18, 2006, a Second Supplemental Interlocal Contract dated November 9, 2006, and a Third Supplemental Interlocal Contract dated December 13, 2007; and

WHEREAS, the CITY wishes to extend the date of completion.

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

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

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 24, 2010. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated January 12, 2006, and Supplemental Interlocal Contracts dated May 18, 2006, November 9, 2006 and December 13, 2007 shall remain unchanged.

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

Date of Council Action

_____

City of Las Vegas

By:_____
Oscar B. Goodman
Mayor

Attest

By:_____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/7/09
Deputy City Attorney Date

Date of District Action

November 12, 2009

Regional Flood Control District

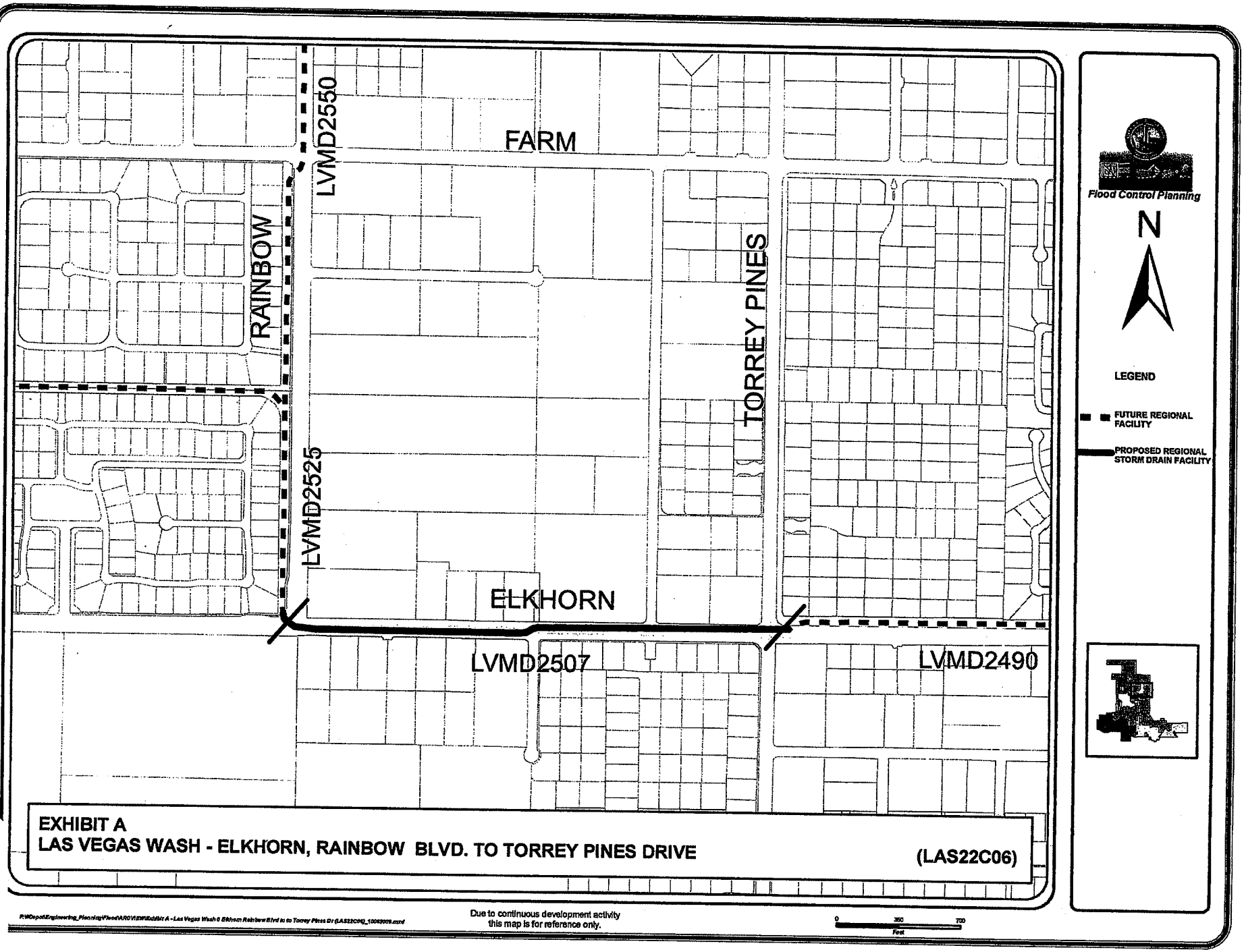
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: [signature] Nov 12, 2009
Christopher Figgins Date
Chief Deputy District Attorney


FARM
LVMD2550
RAINBOW
TORREY PINES
LVMD2525
ELKHORN
LVMD2507
LVMD2490
Flood Control Planning
N
LEGEND
FUTURE REGIONAL FACILITY
PROPOSED REGIONAL STORM DRAIN FACILITY
EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD. TO TORREY PINES DRIVE
(LAS22C06)
Due to continuous development activity this map is for reference only.
0
350
700
Feet

LAS22C06

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of Second Supplemental Interlocal Contract LAS24E07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for the Gowan Outfall - Lone Mountain Branch (Rancho Drive to Decatur Boulevard) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 12, 2007 the City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District to provide funding for the design of the Gowan Outfall - Lone Mountain Branch (Rancho Drive to Decatur Boulevard). This Second Supplemental Interlocal Contract will extend the project completion date to December 31, 2011. The Clark County Regional Flood Control District approved this contract at its November 12, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS24E07

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN OUTFALL – LONE MOUNTAIN BRANCH (RANCHO DRIVE TO DECATUR BOULEVARD)

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of November, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan as Structure Numbers GOLO 0152 through GOLO 0275, hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, the City desires to extend the date of completion; and

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

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

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

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

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

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman
Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/7/09
Deputy City Attorney Date

Date of District Action

November 12, 2009

Regional Flood Control District

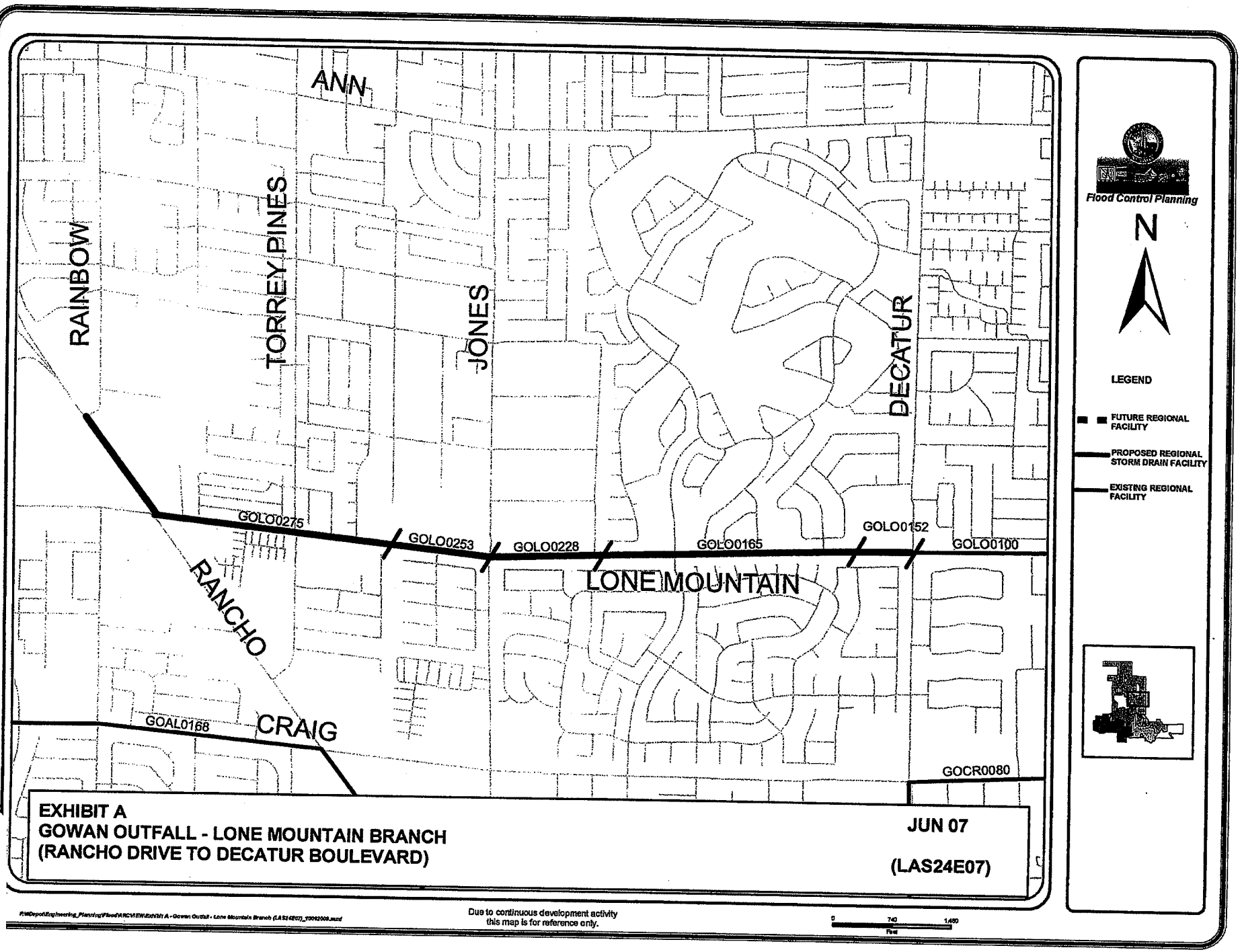
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Nov 12 2009
Christopher Figgins Date
Chief Deputy District Attorney


ANN
RAINBOW
TORREY PINES
JONES
DECATUR
GOLO0275
GOLO0253
GOLO0228
GOLO0165
GOLO0152
GOLO0100
LONE MOUNTAIN
RANCHO
CRAIG
GOAL0168
GOCR0080
Flood Control Planning
N
LEGEND
FUTURE REGIONAL FACILITY
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING REGIONAL FACILITY
EXHIBIT A
GOWAN OUTFALL - LONE MOUNTAIN BRANCH
(RANCHO DRIVE TO DECATUR BOULEVARD)
JUN 07
(LAS24E07)
Due to continuous development activity this map is for reference only.
0
740
1,480
Feet

LAS24E07

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of Eighth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for the Las Vegas Wash - Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on February 14, 2002 to provide funding for the design of the Las Vegas Wash – Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive). This Eighth Supplemental Interlocal Contract will extend the project completion date to December 31, 2011. The Clark County Regional Flood Control District approved this contract at its November 12, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Eighth Supplemental Interlocal Contract LAS17D02

EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR THE LAS VEGAS WASH – RANCHO DRIVE SYSTEM (CAREY/LAKE MEAD DETENTION BASIN TO PEAK DRIVE)

THIS EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of November, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Structure Numbers LVPK 0000, LVRA 0000, LVRA 0012, LVRA 0066, LVSR 0210, LVSR 0221, LVSR 0223, LVSR 0263, LVSR 0273, LVSR 0295 and LVSR 0312, hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, the Interlocal Contract dated February 14, 2002 and Supplemental Interlocal Contracts dated May 16, 2002, August 8, 2002, March 13, 2003, May 20, 2004, November 10, 2005, November 9, 2006, and October 9, 2008 were entered into between the DISTRICT and the CITY; and

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

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

SECTION III – GENERAL paragraph 15 shall be revised as follows:

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

The remainder of the original Interlocal Contract dated February 14, 2002, the First Supplemental Interlocal Contract dated May 16, 2002, the Second Supplemental Interlocal Contract dated August 8, 2002, the Third Supplemental Interlocal Contract dated March 13, 2003, the Fourth Supplemental Interlocal Contract dated May 20, 2004, the Fifth Supplemental Interlocal Contract dated November 10, 2005, the Sixth Supplemental Interlocal Contract dated November 9, 2006, the Seventh Supplemental Interlocal Contract dated October 9, 2008 shall remain unchanged.

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

Date of Council Action

_____

City of Las Vegas

By:_____
Oscar B. Goodman
Mayor

Attest

By:_____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/7/09
Deputy City Attorney Date

Date of District Action

December 12, 2009

Regional Flood Control District

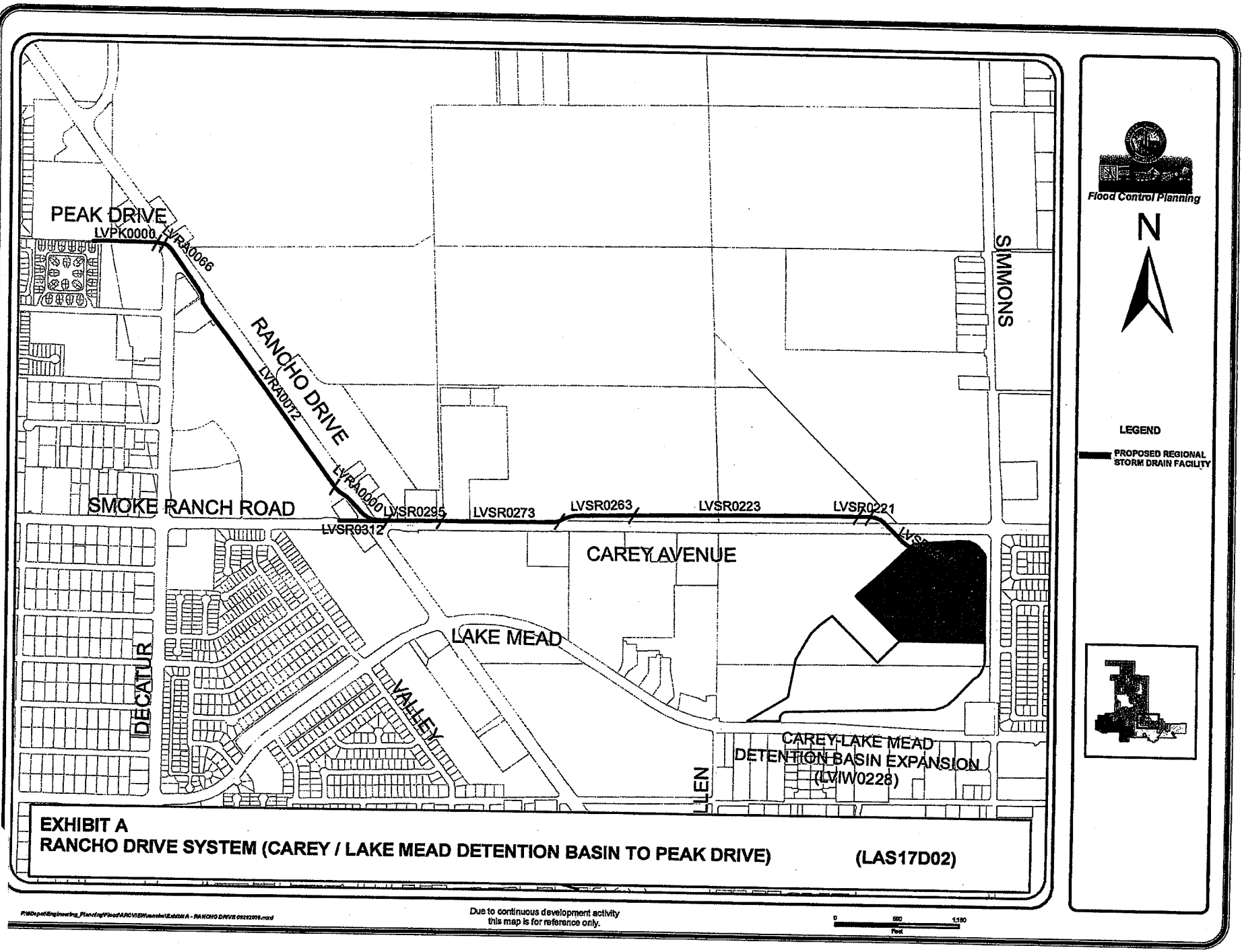
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: [signature] Nov 12, 2009
Christopher Figgins Date
Chief Deputy District Attorney


PEAK DRIVE
LVPK0000
LVRA0066
RANCHO DRIVE
LVRA0012
LVRA0000
SMOKE RANCH ROAD
LVSR0312
LVSR0295
LVSR0273
LVSR0263
LVSR0223
LVSR0221
SIMMONS
CAREY AVENUE
LAKE MEAD
DECATUR
VALLEY
LILEN
CAREY-LAKE MEAD
DETENTION BASIN EXPANSION
(LVIW0228)
Flood Control Planning
N
LEGEND
PROPOSED REGIONAL
STORM DRAIN FACILITY
EXHIBIT A
RANCHO DRIVE SYSTEM (CAREY / LAKE MEAD DETENTION BASIN TO PEAK DRIVE)
(LAS17D02)
Due to continuous development activity
this map is for reference only.
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Feet

LAS17D02

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Rule 9 Line Extension Agreement between the City of Las Vegas and Nevada Power Company d/b/a NV Energy for the extension of existing power facilities to provide power for the Bonanza Trail Phase 2 project located along areas of US-95 between Tenaya Way and Valley View Boulevard ($1,651 - Southern Nevada Public Land Management Act [SNPLMA]) - Wards 1 and 5 (Tarkanian and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,651
Funding Source: SNPLMA
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is completing the design phase for the Bonanza Trail Phase 2 project that will be located along US-95 between Tenaya Way and Valley View Boulevard. The utility improvements associated with this Line Extension Agreement will provide power for trail lighting associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement

NVEnergy

LINE EXTENSION AGREEMENT

Contract No: GLEA0000192401A
Project No: 0000192401
Date Prepared: 12/08/2009

This Line Extension Agreement ("**Agreement**") is made and entered between **Nevada Power Company**, a Nevada Corporation, d/b/a NV Energy (hereinafter called "**Utility**") and **CITY OF LAS VEGAS, a(n) municipal corporation of the State of Nevada,** (hereinafter called "**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

BASIS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("**Commission**").

B. Applicant has requested that Utility relocate or alter existing Utility facilities on and/or Applicant has requested "Service" or a "Line Extension," as defined in Rule 1, for the provision of service by Utility to the premises owned or controlled by Applicant commonly known as 95 & DECATUR and further described as being within APN 13825499028, 13825812202, 13825415080, 13825415081, 13825415082, 13825415083, 13825812200, 13825812201, 13825812203, 13825899026 (the "**Property**").

C. Utility will in accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules, and this Agreement, relocate or alter Utility facilities, as requested by Applicant.

D. This Agreement involves a project of typical risk with service for new capacity.

E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve such a conflict through a recordable use agreement signed by Applicant and Utility and duly notarized.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

WITNESSETH

A. Line Extension. In order to provide service to Applicant, Utility must extend its lines as shown on the service design identified as CLV-BONANZA TRAIL PHASE 2 which is attached to this Agreement as **Exhibit "A"** and made a part of it. Applicant approves this design.

B. Estimated Costs. As summarized on **Exhibit "B"** attached to this Agreement, Utility estimates the Costs of the Line Extension Project to be **$4,853.00**.

C. Estimated Advance. The estimated Advance is **$1,651.00**, consisting of:

(1) CIAC. A CIAC in the amount of **$.00**. This amount includes a non-taxable, non-refundable cost of **$.00** and a taxable, non-refundable cost of **$.00**. The Excess Allowance, if any, has been applied. The CIAC is subject to Cost True-up.

(2) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$1,327.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 ("**Proportionate Share Attachments**") in the amount of **$.00**.

(3) Tax Effect. Tax Effect as follows:

(A) A Tax Effect relating to the Advance Subject to Refund in the amount of **$245.00**.

(B) A Tax Effect relating to the CIAC in the amount of **$.00**.

(C) A Tax Effect relating to Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12 (such as trenching and substructures performed by Applicant and/or its contractors/subcontractors) in the amount of **$79.00**. This Tax Effect is not subject to refund.

D. Estimated Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is **$3,526.00** ("**Estimated Allowance**"). Of this amount, **$3,526.00** is being provided to Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date ("**Initial Allowance**"). If the Estimated Allowance is more than Applicant's Cost Responsibility, the Allowance may offset any applicable CIAC pursuant to Rule 9, Sections A.6 and B.3 ("**Excess Allowance**"). The Excess Allowance is **$.00**.

E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility **$1,651.00** ("**Initial Payment**").

F. Other Contracts/Projects.

(1) Proportionate Share Contracts. Because Applicant is attaching to existing line extensions, Applicant is a proportionate participant per Rule 9, Section A.16 with respect to the following contracts:

Contract No.	Dated	Expiration	Title

(2) Projects Agreement Is Contingent on. This Agreement is contingent on projects and/or completion of projects as listed:

Project No.	Initiated	Title

(3) Master Planned Community Contracts. If this Development is within a master planned community, this Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

AGREEMENT

1. Definitions

In addition to other terms defined elsewhere in this Agreement, when the following terms appear in the Agreement, they have the following meanings.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of Utility Standards are, to the best of Utility's knowledge, compliant with the applicable Utility Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of Utility facilities under this Agreement and as may be further described in **Exhibit "A"**. Adjustments include without limitation Betterments.

1.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect(s).

1.4 Advance Subject to Refund: The portion of the Advance that is eligible to be refunded.

1.5 Allowance: The maximum amount that Utility may invest toward Applicant's Line Extension Project per Rule 9, Section B.3, including the Cost of Adjustments but excluding Betterments and Applicant requested upgrades. Applicant is not entitled to an Allowance if Applicant's Development does not have permanent structures.

1.6 Allowance True-up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets or Applicant's actual Demand, compares this recalculated Allowance to the Estimated Allowance, and adjusts the Allowance accordingly.

1.7 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route deemed suitable by Utility.

1.8 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by an Allowance, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.9 Cost or Costs: Direct and related indirect costs associated with this Agreement. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC]; appraisals; compensation for property rights; expenses associated with acquiring an easement(s) for Utility facilities whether through negotiation or a condemnation lawsuit(s); Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

1.10 Cost True-up: The accounting process in which Utility compares actual Costs to the estimated Costs.

1.11 Demand: The Applicant's highest energy consumption for a given period of time.

1.12 Development: Applicant's project on the Property for which Applicant has requested service from Utility which may include new service and/or the relocation or alteration of existing Utility facilities. Utility may assign a project identification number, aka "PID #," to this Development.

1.13 Effective Date: The date on which this Agreement is signed by the last of the Parties required to sign it, as set forth below the signatures at the end of this Agreement.

1.14 Force Majeure: An event or condition that is beyond the control of the affected Party and occurs without the fault or negligence of the affected Party. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties, and other acts of God.

1.15 In-Service Date: The date on which the Line Extension Project has been energized to provide Service to the Development.

1.16 Laws: All federal, state, and local codes, ordinances, rules, statutes, enactments, orders, standards, and regulations, including those of any governmental agency, and all

interpretations and replacements of, and changes and supplements to, any of the foregoing. Any specific reference to a Law in this Agreement refers to the Law as amended or supplemented.

1.17 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide service to the Development, as shown in **Exhibit "A"**.

1.18 Project Coordinator: The individual with authority to act as an agent of Utility or Applicant for purposes of the Agreement, as identified in Section 14.2 below.

1.19 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, pursuant to Rule 9, Section A.16.

1.20 Refund of Advance: The refund Applicant will receive if the Allowance True-up is more than the Cost True-up. However, the refund provided to Applicant, if any, must not exceed the Advance Subject to Refund.

1.21 Rule 1: NPC's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

1.22 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date.

1.23 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.

1.24 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date this Agreement was prepared, which is 12/08/2009.

1.25 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. Utility's conceptual engineering design for the Line Extension Project is provided in **Exhibit "A."** Applicant approves the design and acknowledges that Applicant is bound by all notes on the design. **Exhibit "A"** may be amended from time to time by Utility to reflect changes as required.

2.2 Condition Precedent to Provide Service. Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date.

2.4 Providing Service to Applicant. Utility will provide electric service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules.

3. Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit "B". The estimated Costs of the Line Extension Project are delineated on **Exhibit "B"**.

3.2 Limitation on Refund of Advance. Applicant may not necessarily receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to the Applicant's Line Extension Project, the refund may range from $0 to the maximum allowable.

3.3 Offset of Advance Subject to Refund. The Advance Subject to Refund may be offset by any Allowance, Proportionate Share Refunds, or other credits.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable. However, CIACs are subject to Cost True-up.

3.5 Performance of Allowance and Cost True-ups. At Utility's discretion, Utility may perform an Allowance True-up and/or a Cost True-up within five (5) years of the Effective Date. If Utility does not perform an Allowance True-up and/or a Cost True-up, Applicant is only responsible for the Costs identified on Exhibit "B" and as otherwise invoiced by Utility.

3.6 Refunds and Invoices Associated with Accounting Adjustments; Proportionate Share Refunds. If Utility performs the accounting adjustments in Section 3.5 above, Utility will apply amounts paid by Applicant to Utility under this Agreement and either invoice Applicant or provide a Refund of Advance. Applicant will receive an invoice from Utility if the Cost True-Up is more than the Allowance True-up. Applicant might receive additional refunds because of Proportionate Share Refunds. The total of all refunds must not exceed the Advance Subject to Refund.

3.7 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs associated with this Agreement, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**"). If one or more of the projects identified in Witnesseth Section F(2) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide service to the Development or increases the Cost to serve the Development, the design for the Development might change and Applicant will be responsible for all Costs associated with that design change and increased Cost to serve the Development. Utility is not obligated to perform under this Agreement until after Applicant approves a modified design and pays Utility the additional Costs.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in **Exhibit "B"** and those identified subsequently as part of the Section 3.5 accounting adjustment process.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on **Exhibit "A"**, perform work associated with these improvements, and comply with and perform in accordance with all Laws, Utility Standards, the Tariff Schedules, the National Electric Code, and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work

and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 30 days of receipt. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide service to Applicant, until after Utility receives payment in full. Any delay in payment may result in a delay in the In-Service Date.

4.6 Interest. Any amount unpaid and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant understands that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant understands that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant

also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant assumes all responsibilities and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities installed by the Applicant:

(A) Applicant must allow Utility to inspect the construction or installation of such facilities for Acceptance.

(B) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.9 Reduction of Service or Termination Charges. If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A,"** then within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party property rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Property Rights

5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all property rights, such as easements, subordination agreements, conveyances, deeds, permits and rights-of-way, that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the property rights.

5.2 Condition Precedent to Commence Construction. Utility is not obligated to commence construction of any facilities until the required property rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

5.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by the Applicant and Utility under this Agreement will become property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

5.4 Survival. This Section 5 will survive termination of this Agreement.

6. Guarantees

6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material they furnish under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 Utility's Option to Remedy Defect. Utility may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. Should Utility choose to remedy such defect, Applicant will pay Utility all Costs incurred.

6.3 Modification or Relocation of Electric Facilities. Where Applicant has requested that Utility install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all property rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The property rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

8.1 Exchanging Information. Utility may provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Labeling Information Confidential. If Utility wants this information to be treated as "Confidential Information", Utility must clearly label the written information as "Confidential Information" and, with respect to oral information, Utility must prior to or within twenty-four (24) after the particular oral communication is made identify in writing that the oral communications are confidential.

8.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all information identified as "Confidential Information" that Applicant received, together with all copies and extracts.

8.5 Sharing Confidential Information. Applicant may disclose confidential information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section

8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure of information identified as "Confidential Information". Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay.

9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice.

9.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 14.3 of the Agreement.

10. Representations

10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Precedence

11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 3 of this Agreement will be the versions of those rules that are in effect as of the Effective Date. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 Integration. The Agreement, together with all other documents and agreements executed in connection with providing service to Applicant's project(s), represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement. However, should a conflict arise between this Agreement and the "Applicant Mylar/Improvement Plans Certification & Acknowledgement" for the Development (if any) or between this Agreement and the "Property Owner Final Map Acknowledgement" for the Development (if any), this Agreement will supersede the portion of the acknowledgement that conflicts even if the acknowledgement is signed after the Effective Date.

12. Miscellaneous Provisions

12.1 Additional Insured. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement procure and maintain workers' compensation insurance, commercial general liability insurance, and automobile insurance and name Utility as an additional insured on the general liability and automobile liability insurance policies.

12.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

12.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits.

12.4 Choice of Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

12.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

12.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

12.7 Interpretation. Each Party to this Agreement acknowledges that it has been represented by counsel in connection with negotiating and entering this Agreement, that each has carefully reviewed and discussed its provisions with counsel and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

12.8 Amendments. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

12.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

12.11 Headings. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.

12.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.

12.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13. Term and Termination

13.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9, Section B.4.

13.2 Obligations Surviving Default, Expiration, or Termination. Any default, expiration, or termination of this Agreement does not release Applicant from any liability or obligation to Utility for:

(A) Applicant's obligations under Section 4.3 above;

(B) Applicant's obligations under Section 4.4 above;

(C) Applicant's obligations under Section 4.7 above;

(D) Payment of reduction of service or termination charges in accordance with Section 4.9 above;

(E) Applicant's obligations under Section 5 above;

(F) Applicant's obligations under Section 6 above;

(G) Any indemnification obligation that arises pursuant to Section 12.1 above; and

(H) Payment of all Costs associated with the Agreement, whether incurred before or after default, expiration or termination, and payment of all Costs that result from termination.

14. Notices

14.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as provided below.

14.2 Contact Information. The contact information for the Parties is:

Utility **Applicant**

NVEnergy

LINE EXTENSION AGREEMENT

Contract No: GLEA0000192401A
Project No: 0000192401
Date Prepared: 12/08/2009

Address	6226 W. SAHARA AVE LAS VEGAS NV, 89146	400 N. STEWART AVE LAS VEGAS, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031 MS: 94B	
Project Coordinator	LUIS MONTOYA	JEREMY LEAVITT
Telephone	702/402-4441	
Cellular Telephone		
FAX		
Email Address	LMontoya@nvenergy.com	

14.3 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Sections 7.1 and 9.5, above, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
FAX: (702) 402-2069

14.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

IN WITNESS WHEREOF, the Parties execute this Agreement.

NEVADA POWER COMPANY d/b/a NV Energy

By: Ivory H. Blue II

Name: IVORY BLUE

Title: Suprv, Design, New Business LVN

Date: 12-14-09

CITY OF LAS VEGAS

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form
John S. Ridilla 12/23/09
John S. Ridilla Date
Deputy City Attorney

Exhibit "A"

Design

(Attached)

NVE OVERHEAD SYMBOLS

EXIST.	NEW	
●	○	SOLE USE WOOD POLE
◔	⊘	JOINT USE WOOD POLE
■	□	SOLE USE STEEL POLE
◥	◹	JOINT USE STEEL POLE
◉	◎	GUY POLE.
·	⊱	GUY
•	⊱	TAP
⊖	⊖	SWITCH
⊖	⊖	FUSE
⊣⊢	⊣⊢	DOUBLE DEAD END
⊸	⊸	INSULATOR
⊖	⊖	CAPACITOR BANK
⊖	⊖	REGULATOR
⊖	⊖	RECLOSER
⊖	⊖	FAULT INDICATOR
◀	◁	SINGLE PHASE TRANSFORMER
✹	☼	PAL LIGHT
— —	——	OH PRIMARY WIRE
— —	——	OH SECONDARY WIRE
— —	——	OH SERVICE WIRE

CONSTRUCTION/INSPECTION REQUIREMENTS

WORK MUST CONFORM TO NVE ELECTRIC SERVICE STANDARDS, AVAILABLE AT: www.nvenergy.com/business/newconstruction/renewablesbuild/serviceinstallation.cfm

NVE INSPECTION MUST BE PERFORMED TO PROTECT TRENCHING (EXCAVATION) AT LEAST 72 HOURS IN ADVANCE) AT EACH OF THE FOLLOWING STAGES:
1. BOTTOM SAND AND CONDUIT INSTALLED
2. TOP SAND INSTALLED
3. BACKFILL INSTALLED

CONDUIT MUST BE MANDRELLED PRIOR TO RELEASE (COORDINATE WITH INSPECTOR).

NVE STAND BY TIMER IS REQUIRED WHEN WORKING AT AN ENERGIZED VAULT OR TRANSFORMER. CALL STAND BY PLANNER (SEE TITLE BLOCK) TO SCHEDULE.

NVE ELECTRICAL INSTALLATION WILL NOT BE SCHEDULED UNTIL AFTER THE NVE INSPECTOR HAS COMPLETED THE OFFICIAL RELEASE.

METERING WILL NOT BE SET UNTIL ALL OF THE FOLLOWING ARE COMPLETE:
- TRENCHING—BACK—ONLY METERING EQUIPMENT HAS BEEN SUBMITTED TO NVE WORKING DRAWINGS AND APPROVED. (submittals@nvenergy.com)
- APPLICATION FOR METER SET (SE) HAS BEEN SUBMITTED TO NVE'S NEW DEVELOPMENT CENTER. FORM AVAILABLE AT:
- THE LOCAL BUILDING AUTHORITY HAS INSPECTED AND APPROVED THE METERING EQUIPMENT.
- METERING EQUIPMENT IS ACCESSIBLE AND CLEARLY IDENTIFIED WITH PERMANENT ADDRESSES, SUITE NUMBERS, AND STREET SIGNS ARE POSTED IN PERMANENT LOCATIONS (SEE NV-6).

TRENCH PROJECT STATUS ONLINE: WITH NVE'S DEVELOPER DASHBOARD:
www.nvenergy.com/business/newconstruction/renewablesbuild/developerdashboard.cfm

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY PHASE OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTORS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

COMMERCIAL

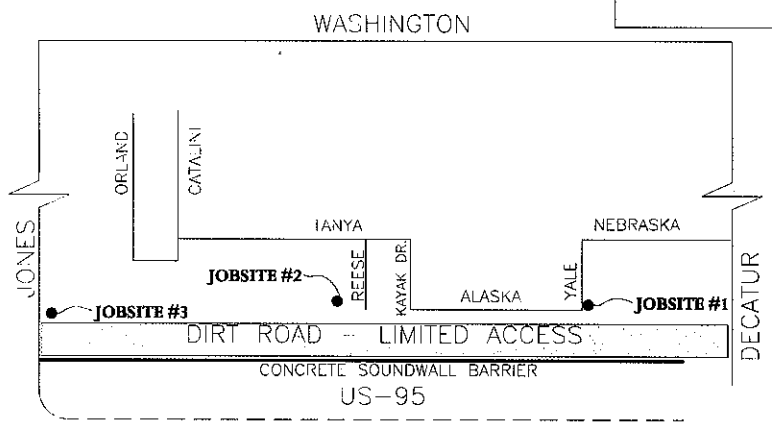
NVE WORK AND SERVICES TO CONSIST OF:

- 1/0 TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1/0, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
- CONDUIT LOCATING DEVICE 18" ABOVE STUBOUT.
- SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. DEP-105.
- THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. DEP-106.
- SECONDARY RISER PER NVE U.G. STD. SSP-2.
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V, PER NVE U.G. STD. UT-105.
- (2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-107, WHERE APPLICABLE.
- (3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-103, WHERE APPLICABLE.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NVE U.G. STD. UT-101, WHERE APPLICABLE.
- TERMINATION OF ALL MODULES, MAKES, SPLICES AND FINAL CONNECTIONS.
- NVE TO COIL PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
- NVE TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON THE LOAD BREAK MODULE, WHERE APPLICABLE.
- SERVICE CABLE BY NVE UNLESS NOTED OTHERWISE.

APPLICANT TO FURNISH AND INSTALL:

- ALL TRENCHING & BACKFILL, MEETING APPLICABLE NVE STANDARD (RT-7 OR RT-12).
- 4" PLASTIC CONDUIT, PER NVE U.G. STD. RC-1 AND RC-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (IF CONDUIT LENGTH IS UNDER 100')
- 4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 100')
- COUPLING FOR 2", 4", OR 6" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT – 4" MINIMUM DB60 PVC GRAY (RISER: RGS REQUIRED) WITH 5/32" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 1250 lbs.
- 2'-6" X 4' X 4' SPLICE PULLBOX PER NVE U.G. STD. RS-80.
- 3' X 7' X 4' PULLBOX PER NVE U.G. STD. RS-82.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-19 AND RS-5.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-20 AND RS-5.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-21 AND RS-5.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-35, RS-37, RS-40 OR RS-41 AND RS-5.
- VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. RS-8, WHERE APPLICABLE.

T,R,S: 20S0-25
APN: 13825415048



PURPOSE OF PROJECT:
SERVE FUTURE WALKWAY TRAILS
(2) 200A 120/240V PEDESTALS

CITY OF LAS VEGAS PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (229-6570) CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6552)

*NVE INSPECTOR MUST BE NOTIFIED AT 702-45 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK ON STREETS OR RIGHT-OF-WAY.
LAS VEGAS NORTH (SUMMERLIN): 702-822-7984
LAS VEGAS SOUTH (SPRING VALLEY): 702-822-8888

APPROVED FOR CONSTRUCTION
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK KNOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL _____ DATE _____

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT	TC TC	TC TC
EDGE OF SIDEWALK		
SEWER LINE *	S S	S S
WATER LINE *	W W	W W
GAS LINE *	G G	G G
TELEPHONE LINE *	TEL TEL	TEL TEL
CABLE TV LINE *	CATV CATV	CATV CATV
STORM DRAIN LINE *	ST ST	ST ST
FIRE HYDRANT		
STREET LIGHT	SL	SL
STREET LIGHT SERVICE		

* LINETYPES UTILIZED WHERE CONFLICT OCCURS WITH NVE FACILITIES.

VARIOUS LOCATIONS

VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

REVISIONS

NO.	DESCRIPTION	DATE	C.A.

OVERHEAD

TYPE OF EASEMENT:
- ☐ AERIAL
- ☐ STANDARD
- ☐ R/W-31
- ☐ UNDERGROUND
- ■ AS BUILT UNDERGROUND
- ☐ R.O.E./R/W-5-COM
- ☐ 3rd PARTY
- ☐ UNDERGROUND BY EXHIBIT (N-201) PERMIT
- ☐ (BLM) PERMIT
- ☐ RAILROAD-UPRR-PERMIT
- ☐ SO. NEVADA WATER PERMIT
- ☐ NOT REQUIRED
- ☐ Misc. info.

JPA NOTES:
EMBARQ CONTACT: LORI JOHNSON
PHONE NUMBER: 702/244-7899
DATE OF CONTACT: 07/08/2009
____ TO SET NEW POLES
____ TO STAKE NEW POLES
N/A TO PROVIDE N/A POLES
N/A N/A FT. CLASS N/A
____ FT. CLASS ____
____ FT. CLASS ____
____ TO DIG POLE HOLES
____ TO REMOVE EX. POLES
INSTALL SECONDARY RISER ON PA6587
JPA#: 2200900459

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: LUIS MONTOYA
PHONE: 702/402-4441
DESIGNER: STEVEN MONROE
DCA: N/A
INSPECTOR: 378-3695
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: K&H ASSOCIATES-- MIKE 852-3609
CONTACT: GINA VENGLASS 702/229-6790
APPROVAL DATE: 08/17/2009

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 08/13/2009

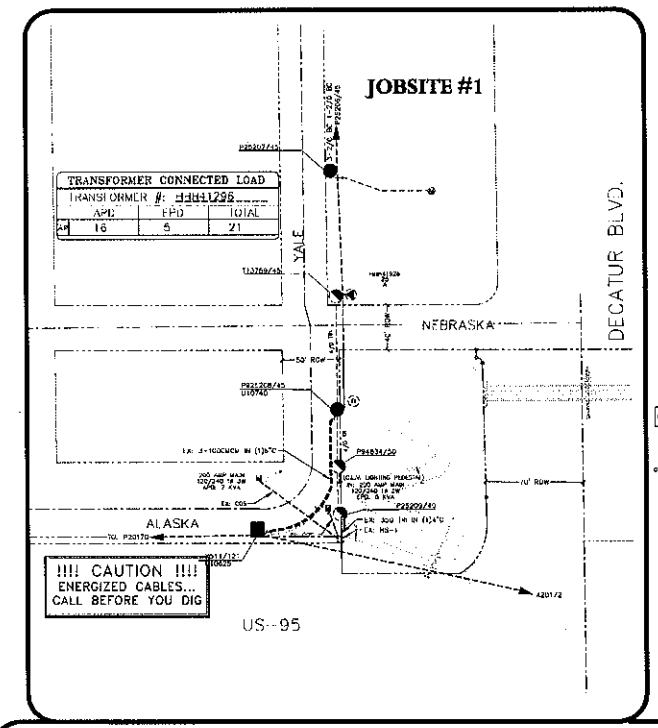
FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS

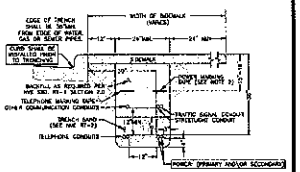
NVEnergy

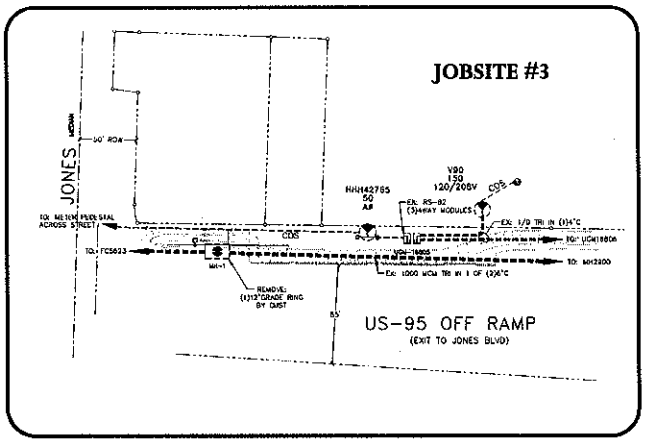
BONANZA TRAIL PH.2

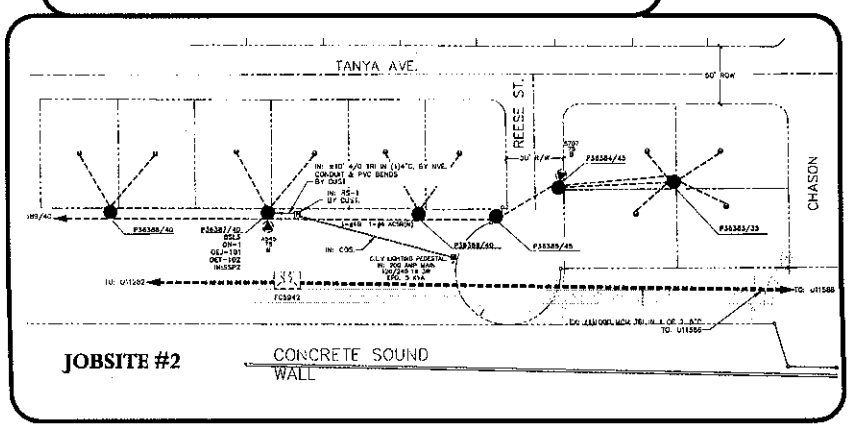
PROJ. ID: 192401 | SCALE: 1" = 50'
SHEET #: 1 OF 2 | DATE: 06/23/2009

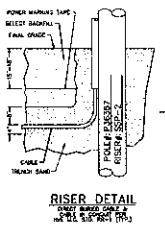
Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

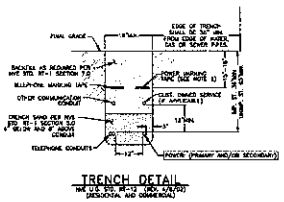












TRANSFORMER CONNECTED LOAD		
TRANSFORMER #: 8545		
APD	CPD	TOTAL
69.8	5	74.8

!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG

APPROVED FOR CONSTRUCTION

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APPROVAL DATE

CITY OF LAS VEGAS PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (229-6571)
CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6521)

*A PIL INSPECTOR MUST BE NOTIFIED BY PHONE HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR RIGHT-OF-WAY.

PIL CONTACT TEL:
LAS VEGAS NORTH 702-229-6541
LAS VEGAS SOUTH (HENDERSON) 702-455-7000
LAS VEGAS SOUTH (SPRING VALLEY) 702-876-4000

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
SEWER LINE *		
WATER LINE *		
GAS LINE *		
TELEPHONE LINE *		
CABLE TV LINE *		
STORM DRAIN LINE *		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* LINETYPES UTILIZED WHERE CONFLICT OCCURS WITH N.V. FACILITIES

VARIOUS LOCATIONS SEE PAGE 1

VICINITY MAP
(NOT TO SCALE)

T,R,S: 2060-25
APN: 13825415046

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Call 811
1-800-227-2600
1-702-455-7544

REVISIONS

NO.	DESCRIPTION	DATE	G.A.

OVERHEAD

TYPE OF EASEMENT:
- AERIAL
- STANDARD R/W-31
- UNDERGROUND AS BUILT UNDERGROUND N.D.E./R/W-3-CON 3rd PARTY
- UNDERGROUND BY EXHIBIT (N-091) PERMIT
- (CLV) PERMIT
- RAILROAD-UPRR-PERMIT
- SO. NEVADA WATER PERMIT
- NOT REQUIRED
- Misc. note:

JPA NOTES:
EMBARQ CONTACT: LORI JOHNSON
PHONE NUMBER: 702/364-7599
DATE OF CONTACT: 07/08/2009
_____ TO SET NEW POLES
_____ TO STAKE NEW POLES
N/A TO PROVIDE N/A POLES
N/A, N/A FT. CLASS N/A
____, ____ FT. CLASS ____
____, ____ FT. CLASS ____
_____ TO DIG POLE HOLES
_____ TO REMOVE EX. POLES
INSTALL SECONDARY RISER ON P36387
JPA#: P200900458

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: LUIS MONTOYA
PHONE: 702/402-4441
DESIGNER: STEVEN MONROE
DCA: N/A
INSPECTOR: 378-3695
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: K&H ASSOCIATES - MIKE 862-3609
CONTACT: GINA VENGLASS 702/229-6750
APPROVAL DATE: 08/17/2009

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 08/13/2009

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NVEnergy

BONANZA TRAIL PH.2

PROJ. ID: 192401 | SCALE: 1" = 50'
SHEET #: 2 OF 2 | DATE: 06/23/2009

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

Exhibit "B"

Cost Worksheet

(Attached)

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000192401 Title: CLV-BONANZA TRAIL PHASE 2 Units: 2 KVA: 10

Contract Type: Government LEA Coordinator: LUIS MONTOYA Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$4,158	$4,158	$0	$0
Material & Overhead	$695	$695	$0	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$0	$0	$0	$0
Salvage	$0	$0	$0	$0
Total	**$4,853**	**$4,853**	**$0**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$4,853	Applicant Non-Refundable Cost	$0
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$0
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$4,853	Excess Allowance	$0
Allowance	$3,526	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$1,327**		
		Amount Not Subject to Excess Allowance	$0
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$1,327**	**Total Non-Refundable Cost**	**$0**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$0
		Total Non-Taxable Non-Refundable Cost	**$0**
		Total Taxable Non-Refundable Cost	**$0**

ADVANCE SUMMARY

Advance Subject to Refund		Current Tax Rate	18.5000%
Non-Taxable Advance	$0		
Taxable Advance	$1,327	Total Non-Taxable	$1,327
Tax	$245	Total Taxable (Less Tax)	$324
Total Advance Subject to Refund	**$1,572**	Total Tax	
		Total Advance	**$1,651**
Non-Refundable Advance		**DIA Credit**	0
Non-Taxable Advance	$0	**Total Advance Due**	**$1,651**
Taxable Advance	$0		
Tax	$0		
Trench Tax	$79		
Total Non-Refundable Advance	**$79**		
Total Advance	**$1,651**		

Date Printed 11/6/2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a request from Ovation Property Management for credit toward the Tivoli Apartments sanitary sewer account for fees paid as condominium units when the actual use is rental apartment units located at Rainbow south of Lone Mountain ($28,458.56 - Sanitary Enterprise Fund) - Ward 6 Ross

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $28,458.56
Funding Source: Sanitary Enterprise Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Ovation Property Management, which manages the Tivoli Apartment complex, is requesting credit for a rental apartment complex that was originally mapped as a condominium complex. Ovation submitted proof from the County Assessor's Office indicating that all units are under one ownership and are functioning as rental units, and not as individually owned condominiums. The credit requested would be applied to their next sanitary sewer billing cycle.

RECOMMENDATION:
Approval to credit their sanitary sewer account for the billing difference of $28,458.56.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of an Encroachment Request from Lochsa Engineering on behalf of County of Clark, owner (Carey Avenue between Martin L. King Boulevard and Comstock Drive) - Ward 5 (Barlow)

Fiscal Impact

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

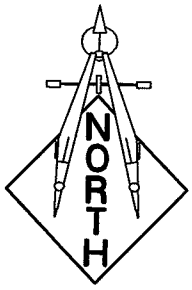
PURPOSE/BACKGROUND:
This request consists of an approximate 5-foot wide area of landscaping on the north side of the sidewalk located on the south side of Carey Avenue extending approximately 252-feet adjacent to the property line consisting of trees, shrubs, ground cover and an irrigation system as part of the Doctor William U. Pearson Park Carey Avenue Access Improvements. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

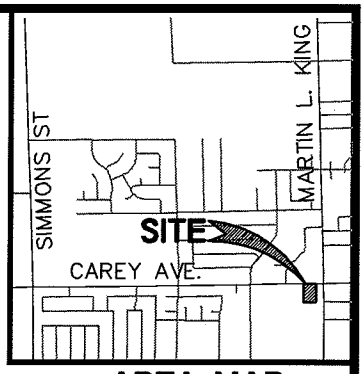
RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Carey Avenue between Martin L. King Boulevard and Comstock Drive)

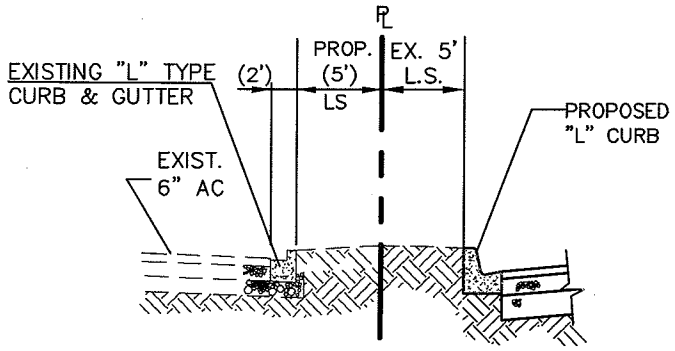
APN: 139-21-102-013

EXHIBIT "A"

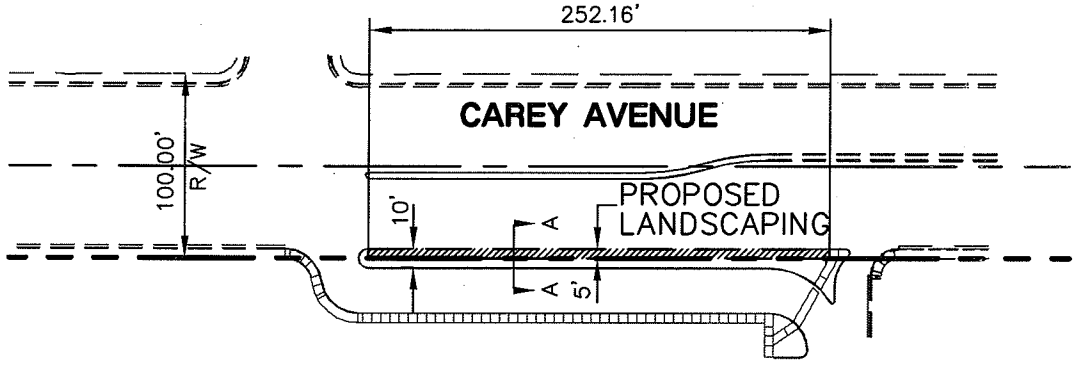




AREA MAP
N.T.S.



SECTION A-A



LEGEND FOUND MONUMENTATION	**FILE NAME:** PED-ACCESS-EXHIBIT.dwg
CENTER LINE	SECTION LINE
ROW LINE	PROPERTY LINE
EASEMENT LINE	ADJACENT PROPERTY LINE

DRAWN BY: C.W.	SCALE: 1"=100'	**LANDSCAPE EXHIBIT 100' R/W (PUBLIC STREET)**	PROJECT No.: 091028
CHECKED BY: G.M.	DATE: 12/22/09		SHEET No.

LOCHSA ENGINEERING
6345 SOUTH JONES BLVD. SUITE 100
LAS VEGAS, NV 89118
P: 702 365-9312, F: 702 365-9317

PEARSON PARK CAREY AVE. ACCESS

SHEET **1** OF **1**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Approval of a Sewer Connection Agreement with Eagle Ranch 1, LLC, owner and an Interlocal Contract with Clark County Water Reclamation District for sewer services at located the northwest corner of Torrey Pines Drive and Centennial Parkway, APN 125-23-403-004 and -005 - County (near Ward 6 - Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The applicant proposes to connect two parcels (16.78 acres) located at the northwest corner of Torrey Pines Drive and Centennial Parkway to the City sewer. A request was approved on September 21, 2005 to allow 20 connections. The developer has increased his request for connections to 70. The Planning Department determined the proposed use is not in conformance with the City's General Plan for the area but has no objection because the proposed use is in conformance with Clark County's General Plan. The applicant has signed a Sewer Connection Agreement.

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

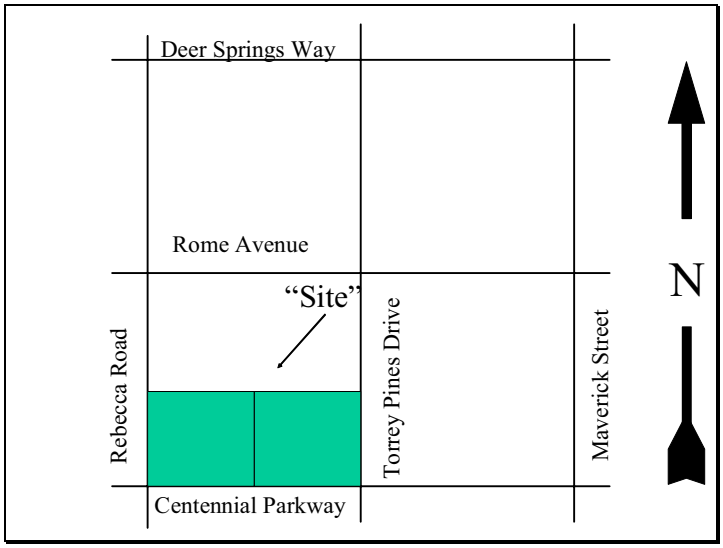
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AGREEMENT WITH EAGLE RANCH 1, LLC, OWNER AND AN INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT (NORTHWEST CORNER OF TORREY PINES DRIVE AND CENTENNIAL PARKWAY, APN 125-23-403-004 AND 125-23-403-005)

VICINITY MAP



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
R-1-2010 - Approval of a Resolution supporting the roadway improvements known as "Project Neon" and the selection of Alternative "G" as the preferred alternative, located along I-15 between Sahara Avenue and US-95 - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) and County

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution consents and supports the efforts of the Nevada Department of Transportation to develop and construct Project Neon and the selection of Alternative "G" as the preferred alternative which includes the following roadway improvements: I-15 Freeway capacity improvements (widening), a median viaduct from US-95 at Rancho Drive to I-15 at Symphony Park Avenue and I-15 HOV lanes through the Sahara Avenue Interchange, reconstruction of freeway ramps to improve safety and operations, interchange improvements including reconstruction of the Charleston Boulevard Interchange and an exit ramp to Alta Drive-Bonneville Avenue, a six-lane arterial viaduct connecting Industrial Road and Martin L. King Boulevard, street improvements primarily affecting Western Avenue, Grand Central Parkway, Desert Lane, Alta Drive-Bonneville Avenue, Oakey-Wyoming Avenue, Sahara Avenue, Bearden Drive, Wall Street, Shadow Lane, and Iron Horse Loop, and utility and flood control facility reconstruction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-1-2010
2. Summary of Environmental Impacts

R- 1 -2010

RESOLUTION SUPPORTING THE PROJECT KNOWN AS "PROJECT NEON"

WHEREAS, the Nevada Department of Transportation and the City of Las Vegas are working in a cooperative partnership to develop and construct a project known as "Project Neon" (the "Project") and the selection of Alternative G as the preferred alternative; and

WHEREAS, a portion of the Project lies within the corporate boundaries of the City of Las Vegas; and

WHEREAS, the Project includes the following elements:

I-15 Freeway capacity improvements (widening)

A median viaduct from US95 at Rancho Drive to I-15 at Symphony Park Avenue and I-15 HOV lanes through the Sahara Avenue interchange

Reconstruction of Freeway Ramps to improve safety and operations

Interchange improvements including reconstruction of the Charleston Boulevard Interchange and an exit ramp to Alta Drive-Bonneville Avenue

A six-lane arterial viaduct connecting Industrial Road and Martin Luther King Boulevard

Street improvements primarily affecting Western Avenue, Grand Central Parkway, Desert Lane, Alta Drive-Bonneville Avenue, Oakey-Wyoming Avenue, Sahara Avenue, Bearden Drive, Wall Street, Shadow Lane, and Iron Horse Loop

Utility and flood control facility reconstruction

WHEREAS, the Nevada Department of Transportation desires to obtain from the City Council its consent and support for the Project and its elements,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 20th day of January, 2010, as follows:

1. That the City Council consents to and supports the Project as described herein.
2. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the Director of Public Works.

. . .
. . .
. . .
. . .
. . .

3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED, AND APPROVED this 20th day of January, 2010.

CITY OF LAS VEGAS

BY:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM

John S. Ridilla 1/6/10
Date

Summary of Environmental Impacts

Project NEON is intended to provide safe and efficient travel within and through the study area through improvements to I-15 and local arterials that yield operational and safety benefits for I-15. Beneficial impacts resulting from the project would be safer and more efficient and reliable transportation service in the study area. Improving safety and increasing travel efficiency and reliability on I-15 would reduce transportation costs for commuters, commercial trips, and other trips through the study area.

Under the No-Build Alternative, the interstate and local arterial roadways would not be improved, and there would be no connection to the HOV lanes on US 95. The No-Build Alternative would not affect cultural resources or most of the socioeconomic factors discussed in this document. However, it would still have environmental impacts. It would not produce the air quality benefits the build alternatives would achieve through more efficient traffic flow. The No-Build Alternative, which would not include noise barriers, would not address potential noise impacts caused by increasing traffic volumes on I-15.

Build Alternatives G and H would have various, similar socioeconomic impacts. Because of the highly developed nature of the study area, the proposed project would not affect biological resources. The beneficial impacts of the project would be to air quality and reductions in noise levels for adjacent land uses where noise barriers would be constructed. Table 1 summarizes the potential environmental impacts of the reasonable build alternatives.

TABLE 1
Impact Summary

Resource	Alternative G	Alternative H
Project length	3.7 miles	3.7 miles
Total cost[a]	$1.4 billion to $1.8 billion	$1.5 billion to $1.9 billion
New right of way required (acres)	93	115
Residential displacements	345	345
Commercial displacements	445	456
Parking spaces removed	1,520	1,810
Public building displacements	0	0
Historic sites affected	24	24
Archaeological sites affected	0	0
Noise receptors affected[b]	37	35
Potential contaminated sites	1	1
Water quality	Increase in stormwater flow resulting from the increased impervious surface area could increase the highway pollutant loading (e.g., sediment, nutrients, heavy metals) into drainages.	Increase in stormwater flow resulting from the increased impervious surface area could increase the highway pollutant loading (e.g., sediment, nutrients, heavy metals) into drainages.
100-year floodplain	0 acres	0 acres
Major utilities affected	7,800 feet of overhead and underground electrical transmission lines; 4,000 feet of the 36-inch water line under Oakey/Wyoming Avenue	8,200 feet of overhead and underground electrical transmission lines; 4,000 feet of the 36-inch water line under Oakey/Wyoming Avenue

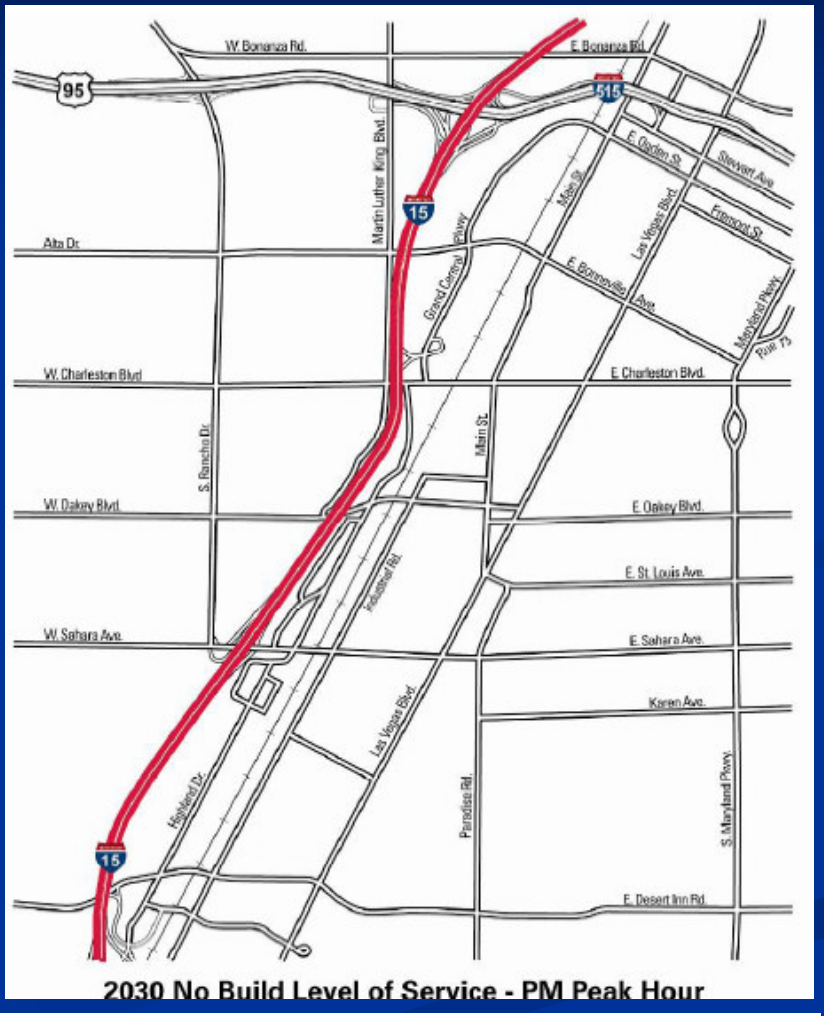
[a] The cost estimate for Project NEON is consistent with federal, state and local funding identified in the RTP and TIP.

[b] Number of noise receptors included in the noise analysis model that approached or exceeded the noise abatement criterion of 67 dBA.

Project NEON

No-Build Alternative – 2030 LOS (AM & PM Peak Hours)

2030 No Build Level of Service - AM Peak Hour

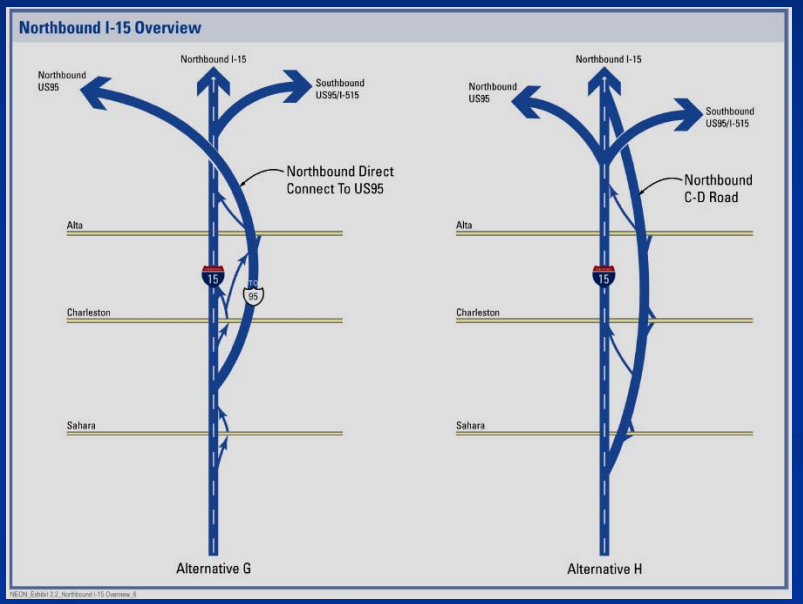


2030 No Build Level of Service - PM Peak Hour

Project NEON

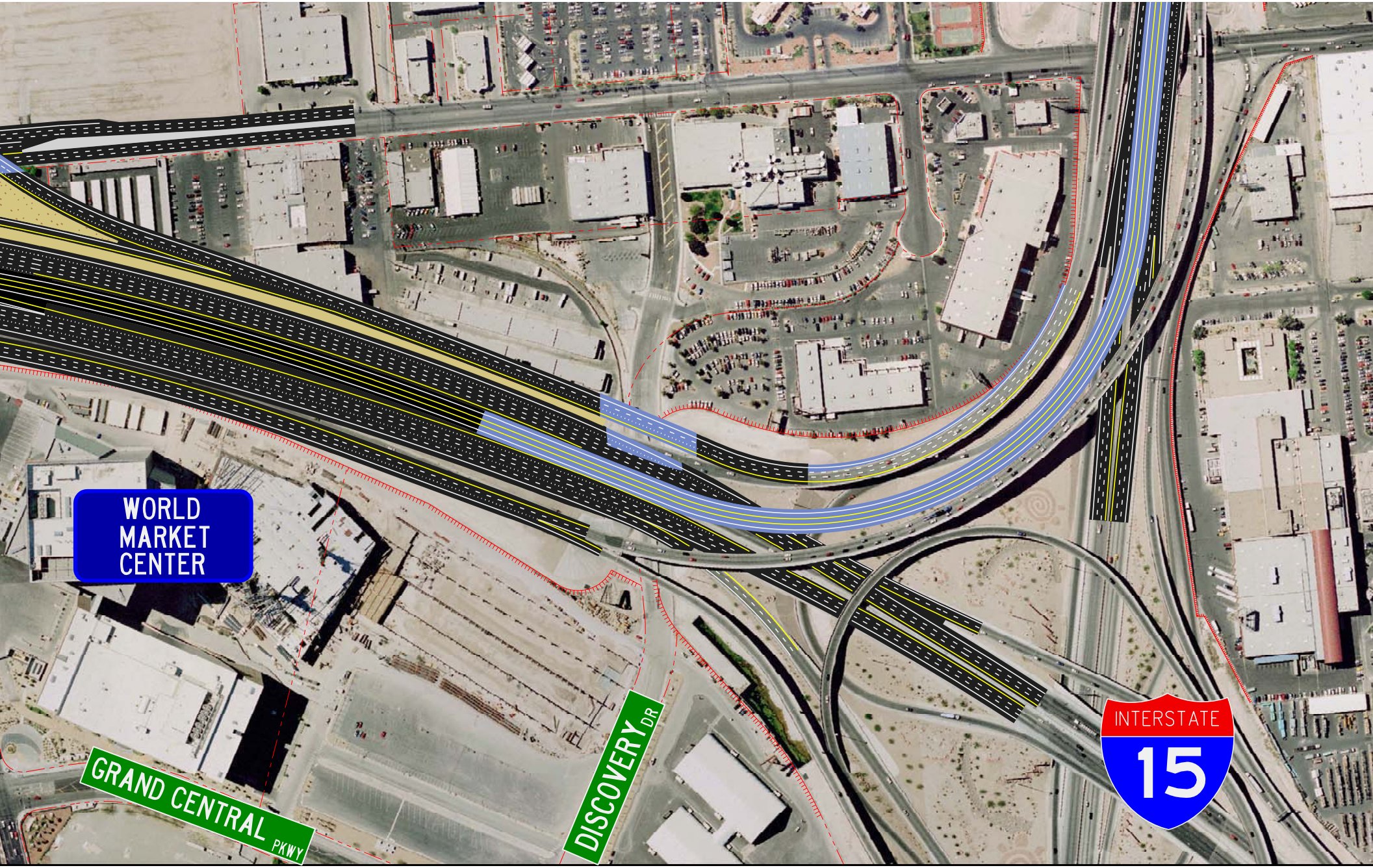
Alternative G & H – Key Operational Differences

- **Current operational condition is less than desirable**
- **No-Build will exasperate the current conditions to beyond tolerable**
- **Driver Expectancy**
  - Alternative H requires NB drivers to make a critical lane choice decision (exit early to access Charleston Blvd. and Alta Dr. via C-D road)
  - Local commuter might adapt to this but, the huge numbers of visitors may not
  - Trucks must also access these interchanges for goods delivery in the area.
  - Missing the exit to the C-D road northbound will create out-of-distance travel for visitors and operational difficulties for large trucks.

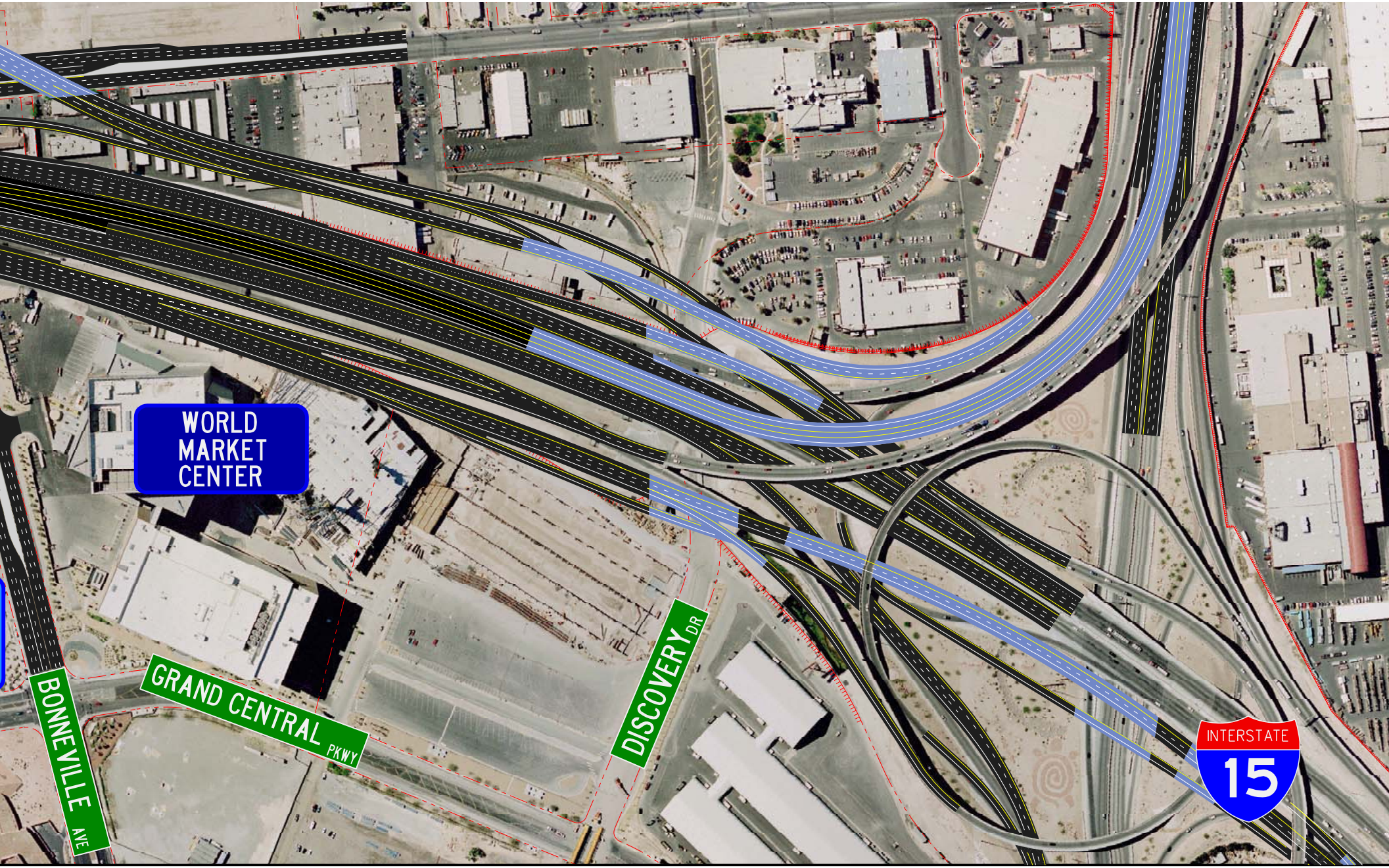


I-15 and Charleston Boulevard Area - Alternative G

I-15 and Charleston Boulevard Area - Alternative H


WORLD
MARKET
CENTER
GRAND CENTRAL PKWY
DISCOVERY DR
INTERSTATE
15

I-15 South of I-515 - Alternative H



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning code and Health Dept. Regulations, Crazy Ely Western Village LLC, dba Coyote, 316 Fremont Street, Haim Gabay, Mgr, 100% - Ward 5 (Barlow) [NOTE: Item to be heard in the afternoon session in conjunction with Item 86 - SUP-36558]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Temporary Hypnotherapy License, Roger A. Wolf, dba Roger A. Wolf, 800 North Rainbow Boulevard, Suite 170, Roger A. Wolf, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Hypnotherapy License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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 Hypnotherapy License, From: Roger A. Wolf, dba Roger A. Wolf, 800 North Rainbow Boulevard, Suite 170, To: Roger A. Wolf, dba Sunrise Hypnosis, 800 North Rainbow Boulevard, Suite 171, Janet L. Lactaoen, Ptnr, 50% and Roger Wolf, Ptnr, 50% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Change of Business Name, Change of Location, and Change of Ownership for a Hypnotherapy License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
RESOLUTIONS:

R-2-2010 - Discussion and possible action regarding a Resolution authorizing the support of Dot Vegas, Inc.'s, application to the Internet Corporation for Assigned Names and Numbers and the Revenue Share Agreement by and between the City of Las Vegas and Dot Vegas, Inc., a Nevada Corporation, for creation of the .vegas Top Level Domain - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is supporting Dot Vegas, Inc.'s, application to the Internet Corporation for Assigned Names and Numbers for the creation of a .vegas Top Level Domain in the Domain Name System. In return, Dot Vegas, Inc., has offered a Revenue Share Agreement whereby the City will receive the greater of (a) $0.50 per registration year for each second level domain name registered in the .vegas Top Level Domain for which Dot Vegas, Inc., collects domain name registration or renewal revenue; or (b) ten percent of the gross profits derived by Dot Vegas, Inc., from domain name registrations or renewals.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-2-2010
2. Revenue Share Agreement
3. Letter of Support

RESOLUTION AUTHORIZING THE SUPPORT OF DOT VEGAS, INC'S., APPLICATION TO THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS AND THE APPROVAL OF THE REVENUE SHARE AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS AND DOT VEGAS, INC., A NEVADA CORPORATION FOR CREATION OF THE .VEGAS TOP LEVEL DOMAIN.

WHEREAS, the City of Las Vegas (the "City") does fully support the Dot Vegas, Inc's., (the Company) application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof; and

WHEREAS, Company is preparing to submit an application to the ICANN for authorization to create, operate and manage a .vegas TLD within the Domain Name System ("DNS") of the Internet; and

WHEREAS, the City and the Company both desire to enter into a revenue sharing agreement ("Revenue Share Agreement") that will provide a new and ongoing revenue stream to the City that will support the City in dealing with the priorities of preserving city jobs, sustaining critical services and maintaining the City's fiscal integrity; and

WHEREAS, the City believes the .vegas TLD will increase and reinforce the visibility of the City worldwide and will be an asset in marketing the City; and

WHEREAS, the City will be provided a schedule of .vegas domain names that will be reserved for exclusive use by the City at no cost for a period of five (5) years from the launch date of the .vegas TLD.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the support of the Company's application is in the best interests of the City and all of its residents; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby authorizes the City Manager to execute the letter in support of the Company's application, Exhibit 1 attached hereto and incorporated herein as a part of this Resolution, and such other documents necessary to meet the City's obligation under the Revenue Share Agreement; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby authorizes the Mayor to execute the Revenue Share Agreement, attached hereto as Exhibit 2 and

incorporated herein as a part of this Resolution.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 1-6-10
Robert S. Sylvain Date
Deputy City Attorney

EXHIBIT 1

LETTER OF SUPPORT

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

Wednesday, January 20, 2010

Dot Vegas, Inc.
Attn: James E. Trevino, President
10161 Park Run Drive
Suite 150
Las Vegas, NV 89145

Re: Support for Dot Vegas, Inc.'s
Application to Establish and Operate the .vegas Top Level Domain

Dear Mr. Trevino:

Consistent with and under the authority of the resolution adopted on January 20, 2010 by the City Council of the City of Las Vegas, the City is pleased to extend its full support for Dot Vegas, Inc's., application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof.

Today, Las Vegas or "Vegas", as the City is referred to around the world, is rightfully recognized as one of the world's foremost holiday and convention destinations. This designation has not occurred by accident but through hard work and the dedication of many local agencies. As such, these efforts will continue to be a top priority of the Las Vegas community. The establishment and development of a .vegas TLD will make an invaluable contribution to the community's efforts.

We look forward to working with you as you move the application forward to a successful approval by ICANN. The City is firmly behind you in this endeavor.

Sincerely,

Elizabeth N. Fretwell
City Manager

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

EXHIBIT 2
REVENUE SHARE AGREEMENT

THIS AGREEMENT entered into as of the date set forth below by and between Dot Vegas, Inc., a Nevada corporation ("Company"), and the City of Las Vegas ("City"), a municipal corporation within the State of Nevada, collectively defined as the Parties.

RECITALS

WHEREAS, Company is preparing to submit an application to the Internet Corporation for Assigned Names and Numbers ("ICANN") for authorization to create, operate and manage a .vegas top level domain (".vegas TLD") within the Domain Name System ("DNS") of the Internet; and

WHEREAS, Company has requested that the City provide a written letter of support of Company's .vegas TLD application and the City has agreed to provide said letter of support in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration including the covenants and agreements set forth herein, the Parties agree as follows:

1. Expression of Support: In accordance with a resolution adopted by and under the authority of the Las Vegas City Council, the City hereby expresses its full support for Dot Vegas Inc.'s application to ICANN for the creation of a .vegas TLD in the DNS, as well as Dot Vegas, Inc. as the designated applicant, operator and manager of said .vegas TLD. The City, represented by the Mayor [City Manager], will execute and deliver to Company a Council resolution of support in the form attached hereto as Exhibit "A". In consideration of the financial and other accommodations set forth in this Agreement, the City agrees that it will not endorse or otherwise support any competing application, if any, for the creation of a .vegas TLD.

2. Revenue Share: For and in consideration of the City's support set forth herein, Dot Vegas Inc. agrees and shall pay to the City the greater of (a) $0.50 per registration year for each second level domain name (the "Domain Name(s)") registered in the .vegas TLD for which the Company collects domain name registration or renewal revenue; or (b) ten percent (10%) of the gross profits derived by the Company from domain name registrations, or renewals thereof (the "Revenue Share"). As used in this Agreement, "gross profits" shall be defined as gross revenues recognized from domain name registrations or renewals thereof, less fees paid for the provisioning of technical back-end services for the .vegas TLD, the cost of goods, insurance, co-marketing or other promotional expenses paid to registrars or other resellers of .vegas domain names, charge-backs, and domain name cancellations. The Revenue Share shall commence with the registration of the first Domain Name registered in the .vegas TLD and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between the Company and ICANN. The Revenue Share payment shall be disbursed to the City on or before the 15th day of the month for those Domain Names registered or renewed in the previous calendar month. The Revenue Share payment to the City shall be accompanied by a written statement (the "Revenue Share Statement") setting forth the calculations of the Revenue Share paid, including the total number of Domain Names registered or renewed in the previous month for which the Company recognized registration or

renewal revenue. If the City disputes any amounts shown in the Revenue Share Statement, the City shall notify the Company in writing of such dispute within thirty (30) days from the date of the Revenue Share Statement. The dispute statement shall include a general description of the dispute and documentation supporting the City's position.

The Company will retain at its principal place of business, for a period of three (3) years after the due date of each Revenue Share Statement all of the files, records and books of accounts prepared in the normal course of business which contain data reasonably required for the computation and verification of the amounts paid by the Company in connection with each such Revenue Share Statement. The Company will permit the City and its representatives, on reasonable notice, to audit at any reasonable times (but not more often than twice each fiscal year) all such files, records and books of accounts and to take extracts therefrom and make copies thereof for the purpose of verifying the correctness of the Revenue Share Statements provided by the Company hereunder. The City shall pay the cost of such audits. If any such audit reveals that the Company has underpaid the City, the Company will promptly pay the City the amount of the underpayment.

3. **Reservation of Domain Names:** Attached as Exhibit "B" to this Agreement is a schedule of domain names that the Parties agree will be reserved for use by the City (the "Reserve Domain Names"). The Reserve Domain Names shall be provided to the City at no cost for a period of five (5) years from the launch date of the .vegas TLD. No later than sixty (60) days prior to the end of such five (5) year term, the City shall give written notice to the Company of its intent to renew all or any of the Reserve Domain Names. Thereafter, the City shall pay the Company's established wholesale registration price for those Reserve Domain Names renewed by the City.

4. **Responsibilities of the Parties:** Except for the delivery of the support letter set forth above in Section 1, the City shall not have any responsibilities relating to the application for, establishment or operation of the .vegas TLD. Rather, the Company shall be solely responsible for all aspects of the preparation and submission of the ICANN application, as well as providing and contributing all financial, technical, customer support, personnel and operational resources necessary for the establishment, development and on-going operation of the .vegas TLD in accordance with Company's agreements with ICANN and all other third parties. The Company shall be solely responsible for compliance with all federal and state laws governing the .vegas TLD, as well as all policies and regulations imposed by ICANN and any other applicable governmental body.

5. **Termination:** This Agreement shall commence upon the date of execution hereof (the "Effective Date") and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between Company and ICANN. The City may terminate this Agreement only for "cause". As used herein, the term "for cause" shall mean and refer to:

(i) Company's failure to pay the Revenue Share as required hereunder, provided said termination shall be effective only if the City notifies Company of a default in payment and Company fails to cure said default within thirty (30) days from the date of Company's receipt of such default notice. In the event the amount of a particular payment is subject to dispute pursuant to Section 3 above, Company shall not be deemed

in default hereunder unless Company fails to make payment within thirty (30) days after the date of resolution of said dispute; or

(ii) Upon the institution by or against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Company's debts, upon Company's making an assignment for the benefit of creditors, or upon Company's dissolution or ceasing to do business; or

(iii) Company's appointment by ICANN as registry manager for the .vegas TLD terminates for any reason.

6. Independent Contractor: The Parties expressly acknowledge that the Parties hereto are independent entities and nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, employment, or any other relationship unless the Parties shall expressly provide to the contrary. Each Party shall be responsible for its own employees and expenses, including payment of all federal, state and local employment taxes.

7. Indemnification: Company shall defend and indemnify the City, against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the operation of the .vegas TLD registry. In such event, Company shall within ten (10) business days of its receipt of the notice of the claim or demand, assume the entire control of the defense, compromise or settlement of the matter, including, at Company's expense, employment of counsel of Company's choice. The City shall reasonably cooperate with Company in the defense of any such claims.

8. Assignment; Survival of Agreement: Company may assign this Agreement, including its rights and obligations hereunder provided the assignee hereof unconditionally agrees in writing to assume, observe, and perform all of Company's obligations set forth herein. Likewise, the City may assign, pledge or otherwise encumber its rights to receive payments hereunder, but shall not assign any of its other rights or obligations in a manner which may adversely impact Company's rights to manage and administer the .vegas TLD.

9. Governing Law; Venue: This Agreement shall be subject to, and governed by, the laws of the State of Nevada. The Parties agree that only the courts of the State of Nevada shall have jurisdiction over this Agreement and over any controversies arising out of this Agreement. The Parties further agree and expressly consent to the exclusive personal jurisdiction of and venue in a court of competent jurisdiction located in Clark County, State of Nevada. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorneys' fees and costs, incurred by such party in enforcing the terms of this Agreement.

10. Notices: All notices shall be given in writing and delivered (a) personally to the recipient by a recognized courier service which documents remittance and receipt dates, or (b) by certified mail, return receipt requested, to the address designated by a Party hereto in writing to the other Party.

11. Disclosure of Owners and Principals: Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Company warrants that it has disclosed on the Disclosure of Ownership/Principals, Exhibit "C' attached hereto and incorporated herein as a part hereof, all of the persons or entities holding more than 1% ownership interest in Company, and all of the principals of Company. During the term hereof, Company shall notify the City in writing of any material change in the above disclosure within 15 days of such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of January, 2010.

CITY OF LAS VEGAS ("CITY")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Robert S. Sylvain 1-6-10
ROBERT S. SYLVAIN Date
Deputy City Attorney

DOT VEGAS, INC ("COMPANY")

_____
JAMES E. TREVINO, President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, 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 executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada,

_____, who acknowledged that he executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

REVENUE SHARE AGREEMENT

THIS AGREEMENT entered into as of the date set forth below by and between Dot Vegas, Inc., a Nevada corporation ("Company"), and the City of Las Vegas ("City"), a municipal corporation within the State of Nevada, collectively defined as the Parties.

RECITALS

WHEREAS, Company is preparing to submit an application to the Internet Corporation for Assigned Names and Numbers ("ICANN") for authorization to create, operate and manage a .vegas top level domain (".vegas TLD") within the Domain Name System ("DNS") of the Internet; and

WHEREAS, Company has requested that the City provide a written letter of support of Company's .vegas TLD application and the City has agreed to provide said letter of support in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration including the covenants and agreements set forth herein, the Parties agree as follows:

1. Expression of Support: In accordance with a resolution adopted by and under the authority of the Las Vegas City Council, the City hereby expresses its full support for Dot Vegas Inc.'s application to ICANN for the creation of a .vegas TLD in the DNS, as well as Dot Vegas, Inc. as the designated applicant, operator and manager of said .vegas TLD. The City, represented by the Mayor [City Manager], will execute and deliver to Company a Council resolution of support in the form attached hereto as Exhibit "A". In consideration of the financial and other accommodations set forth in this Agreement, the City agrees that it will not endorse or otherwise support any competing application, if any, for the creation of a .vegas TLD.

2. Revenue Share: For and in consideration of the City's support set forth herein, Dot Vegas Inc. agrees and shall pay to the City the greater of (a) $0.50 per registration year for each second level domain name (the "Domain Name(s)") registered in the .vegas TLD for which the Company collects domain name registration or renewal revenue; or (b) ten percent (10%) of the gross profits derived by the Company from domain name registrations, or renewals thereof (the "Revenue Share"). As used in this Agreement, "gross profits" shall be defined as gross revenues recognized from domain name registrations or renewals thereof, less fees paid for the provisioning of technical back-end services for the .vegas TLD, the cost of goods, insurance, co-marketing or other promotional expenses paid to registrars or other resellers of .vegas domain names, charge-backs, and domain name cancellations. The Revenue Share shall commence with the registration of the first Domain Name registered in the .vegas TLD and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between the Company and ICANN. The Revenue Share payment shall be disbursed to the City on or before the 15th day of the month for those Domain Names registered or renewed in the previous calendar month. The Revenue Share payment to the City shall be accompanied by a written statement (the "Revenue Share Statement") setting forth the calculations of the Revenue Share paid, including the total number of Domain Names registered or renewed in the previous month for which the Company recognized registration or

renewal revenue. If the City disputes any amounts shown in the Revenue Share Statement, the City shall notify the Company in writing of such dispute within thirty (30) days from the date of the Revenue Share Statement. The dispute statement shall include a general description of the dispute and documentation supporting the City's position.

The Company will retain at its principal place of business, for a period of three (3) years after the due date of each Revenue Share Statement all of the files, records and books of accounts prepared in the normal course of business which contain data reasonably required for the computation and verification of the amounts paid by the Company in connection with each such Revenue Share Statement. The Company will permit the City and its representatives, on reasonable notice, to audit at any reasonable times (but not more often than twice each fiscal year) all such files, records and books of accounts and to take extracts therefrom and make copies thereof for the purpose of verifying the correctness of the Revenue Share Statements provided by the Company hereunder. The City shall pay the cost of such audits. If any such audit reveals that the Company has underpaid the City, the Company will promptly pay the City the amount of the underpayment.

3. Reservation of Domain Names: Attached as Exhibit "B" to this Agreement is a schedule of domain names that the Parties agree will be reserved for use by the City (the "Reserve Domain Names"). The Reserve Domain Names shall be provided to the City at no cost for a period of five (5) years from the launch date of the .vegas TLD. No later than sixty (60) days prior to the end of such five (5) year term, the City shall give written notice to the Company of its intent to renew all or any of the Reserve Domain Names. Thereafter, the City shall pay the Company's established wholesale registration price for those Reserve Domain Names renewed by the City.

4. Responsibilities of the Parties: Except for the delivery of the support letter set forth above in Section 1, the City shall not have any responsibilities relating to the application for, establishment or operation of the .vegas TLD. Rather, the Company shall be solely responsible for all aspects of the preparation and submission of the ICANN application, as well as providing and contributing all financial, technical, customer support, personnel and operational resources necessary for the establishment, development and on-going operation of the .vegas TLD in accordance with Company's agreements with ICANN and all other third parties. The Company shall be solely responsible for compliance with all federal and state laws governing the .vegas TLD, as well as all policies and regulations imposed by ICANN and any other applicable governmental body.

5. Termination: This Agreement shall commence upon the date of execution hereof (the "Effective Date") and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between Company and ICANN. The City may terminate this Agreement only for "cause". As used herein, the term "for cause" shall mean and refer to:

(i) Company's failure to pay the Revenue Share as required hereunder, provided said termination shall be effective only if the City notifies Company of a default in payment and Company fails to cure said default within thirty (30) days from the date of Company's receipt of such default notice. In the event the amount of a particular payment is subject to dispute pursuant to Section 3 above, Company shall not be deemed

in default hereunder unless Company fails to make payment within thirty (30) days after the date of resolution of said dispute; or

(ii) Upon the institution by or against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Company's debts, upon Company's making an assignment for the benefit of creditors, or upon Company's dissolution or ceasing to do business; or

(iii) Company's appointment by ICANN as registry manager for the .vegas TLD terminates for any reason.

6. Independent Contractor: The Parties expressly acknowledge that the Parties hereto are independent entities and nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, employment, or any other relationship unless the Parties shall expressly provide to the contrary. Each Party shall be responsible for its own employees and expenses, including payment of all federal, state and local employment taxes.

7. Indemnification: Company shall defend and indemnify the City, against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the operation of the .vegas TLD registry. In such event, Company shall within ten (10) business days of its receipt of the notice of the claim or demand, assume the entire control of the defense, compromise or settlement of the matter, including, at Company's expense, employment of counsel of Company's choice. The City shall reasonably cooperate with Company in the defense of any such claims.

8. Assignment; Survival of Agreement: Company may assign this Agreement, including its rights and obligations hereunder provided the assignee hereof unconditionally agrees in writing to assume, observe, and perform all of Company's obligations set forth herein. Likewise, the City may assign, pledge or otherwise encumber its rights to receive payments hereunder, but shall not assign any of its other rights or obligations in a manner which may adversely impact Company's rights to manage and administer the .vegas TLD.

9. Governing Law; Venue: This Agreement shall be subject to, and governed by, the laws of the State of Nevada. The Parties agree that only the courts of the State of Nevada shall have jurisdiction over this Agreement and over any controversies arising out of this Agreement. The Parties further agree and expressly consent to the exclusive personal jurisdiction of and venue in a court of competent jurisdiction located in Clark County, State of Nevada. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorneys' fees and costs, incurred by such party in enforcing the terms of this Agreement.

10. Notices: All notices shall be given in writing and delivered (a) personally to the recipient by a recognized courier service which documents remittance and receipt dates, or (b) by certified mail, return receipt requested, to the address designated by a Party hereto in writing to the other Party.

11. Disclosure of Owners and Principals: Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Company warrants that it has disclosed on the Disclosure of Ownership/Principals, Exhibit "C' attached hereto and incorporated herein as a part hereof, all of the persons or entities holding more than 1% ownership interest in Company, and all of the principals of Company. During the term hereof, Company shall notify the City in writing of any material change in the above disclosure within 15 days of such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of January, 2010.

CITY OF LAS VEGAS ("CITY")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Robert S. Sylvain 1-6-10
ROBERT S. SYLVAIN Date
Deputy City Attorney

DOT VEGAS, INC ("COMPANY")

_____
JAMES E. TREVINO, President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, 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 executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada,

_____, who acknowledged that he executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

EXHIBIT "A"

RESOLUTION

RESOLUTION AUTHORIZING THE SUPPORT OF DOT VEGAS, INC'S., APPLICATION TO THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS AND THE APPROVAL OF THE REVENUE SHARE AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS AND DOT VEGAS, INC., A NEVADA CORPORATION FOR CREATION OF THE .VEGAS TOP LEVEL DOMAIN.

WHEREAS, the City of Las Vegas (the "City") does fully support the Dot Vegas, Inc's., (the Company) application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof; and

WHEREAS, Company is preparing to submit an application to the ICANN for authorization to create, operate and manage a .vegas TLD within the Domain Name System ("DNS") of the Internet; and

WHEREAS, the City and the Company both desire to enter into a revenue sharing agreement ("Revenue Share Agreement") that will provide a new and ongoing revenue stream to the City that will support the City in dealing with the priorities of preserving city jobs, sustaining critical services and maintaining the City's fiscal integrity; and

WHEREAS, the City believes the .vegas TLD will increase and reinforce the visibility of the City worldwide and will be an asset in marketing the City; and

WHEREAS, the City will be provided a schedule of .vegas domain names that will be reserved for exclusive use by the City at no cost for a period of five (5) years from the launch date of the .vegas TLD.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the support of the Company's application is in the best interests of the City and all of its residents; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby authorizes the City Manager to execute the letter in support of the Company's application, Exhibit 1 attached hereto and incorporated herein as a part of this Resolution, and such other documents necessary to meet the City's obligation under the Revenue Share Agreement; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby authorizes the Mayor to execute the Revenue Share Agreement, attached hereto as Exhibit 2 and

incorporated herein as a part of this Resolution.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

_____
Robert S. Sylvain Date
Deputy City Attorney

EXHIBIT 1

LETTER OF SUPPORT

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

Wednesday, January 20, 2010

Dot Vegas, Inc.
Attn: James E. Trevino, President
10161 Park Run Drive
Suite 150
Las Vegas, NV 89145

Re: Support for Dot Vegas, Inc.'s
Application to Establish and Operate the .vegas Top Level Domain

Dear Mr. Trevino:

Consistent with and under the authority of the resolution adopted on January 20, 2010 by the City Council of the City of Las Vegas, the City is pleased to extend its full support for Dot Vegas, Inc's., application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof.

Today, Las Vegas or "Vegas", as the City is referred to around the world, is rightfully recognized as one of the world's foremost holiday and convention destinations. This designation has not occurred by accident but through hard work and the dedication of many local agencies. As such, these efforts will continue to be a top priority of the Las Vegas community. The establishment and development of a .vegas TLD will make an invaluable contribution to the community's efforts.

We look forward to working with you as you move the application forward to a successful approval by ICANN. The City is firmly behind you in this endeavor.

Sincerely,

Elizabeth N. Fretwell
City Manager

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

EXHIBIT 2
REVENUE SHARE AGREEMENT

THIS AGREEMENT entered into as of the date set forth below by and between Dot Vegas, Inc., a Nevada corporation ("Company"), and the City of Las Vegas ("City"), a municipal corporation within the State of Nevada, collectively defined as the Parties.

RECITALS

WHEREAS, Company is preparing to submit an application to the Internet Corporation for Assigned Names and Numbers ("ICANN") for authorization to create, operate and manage a .vegas top level domain (".vegas TLD") within the Domain Name System ("DNS") of the Internet; and

WHEREAS, Company has requested that the City provide a written letter of support of Company's .vegas TLD application and the City has agreed to provide said letter of support in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration including the covenants and agreements set forth herein, the Parties agree as follows:

1. **Expression of Support:** In accordance with a resolution adopted by and under the authority of the Las Vegas City Council, the City hereby expresses its full support for Dot Vegas Inc.'s application to ICANN for the creation of a .vegas TLD in the DNS, as well as Dot Vegas, Inc. as the designated applicant, operator and manager of said .vegas TLD. The City, represented by the Mayor [City Manager], will execute and deliver to Company a Council resolution of support in the form attached hereto as Exhibit "A". In consideration of the financial and other accommodations set forth in this Agreement, the City agrees that it will not endorse or otherwise support any competing application, if any, for the creation of a .vegas TLD.

2. **Revenue Share:** For and in consideration of the City's support set forth herein, Dot Vegas Inc. agrees and shall pay to the City the greater of (a) $0.50 per registration year for each second level domain name (the "Domain Name(s)") registered in the .vegas TLD for which the Company collects domain name registration or renewal revenue; or (b) ten percent (10%) of the gross profits derived by the Company from domain name registrations, or renewals thereof (the "Revenue Share"). As used in this Agreement, "gross profits" shall be defined as gross revenues recognized from domain name registrations or renewals thereof, less fees paid for the provisioning of technical back-end services for the .vegas TLD, the cost of goods, insurance, co-marketing or other promotional expenses paid to registrars or other resellers of .vegas domain names, charge-backs, and domain name cancellations. The Revenue Share shall commence with the registration of the first Domain Name registered in the .vegas TLD and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between the Company and ICANN. The Revenue Share payment shall be disbursed to the City on or before the 15th day of the month for those Domain Names registered or renewed in the previous calendar month. The Revenue Share payment to the City shall be accompanied by a written statement (the "Revenue Share Statement") setting forth the calculations of the Revenue Share paid, including the total number of Domain Names registered or renewed in the previous month for which the Company recognized registration or

renewal revenue. If the City disputes any amounts shown in the Revenue Share Statement, the City shall notify the Company in writing of such dispute within thirty (30) days from the date of the Revenue Share Statement. The dispute statement shall include a general description of the dispute and documentation supporting the City's position.

The Company will retain at its principal place of business, for a period of three (3) years after the due date of each Revenue Share Statement all of the files, records and books of accounts prepared in the normal course of business which contain data reasonably required for the computation and verification of the amounts paid by the Company in connection with each such Revenue Share Statement. The Company will permit the City and its representatives, on reasonable notice, to audit at any reasonable times (but not more often than twice each fiscal year) all such files, records and books of accounts and to take extracts therefrom and make copies thereof for the purpose of verifying the correctness of the Revenue Share Statements provided by the Company hereunder. The City shall pay the cost of such audits. If any such audit reveals that the Company has underpaid the City, the Company will promptly pay the City the amount of the underpayment.

3. **Reservation of Domain Names:** Attached as Exhibit "B" to this Agreement is a schedule of domain names that the Parties agree will be reserved for use by the City (the "Reserve Domain Names"). The Reserve Domain Names shall be provided to the City at no cost for a period of five (5) years from the launch date of the .vegas TLD. No later than sixty (60) days prior to the end of such five (5) year term, the City shall give written notice to the Company of its intent to renew all or any of the Reserve Domain Names. Thereafter, the City shall pay the Company's established wholesale registration price for those Reserve Domain Names renewed by the City.

4. **Responsibilities of the Parties:** Except for the delivery of the support letter set forth above in Section 1, the City shall not have any responsibilities relating to the application for, establishment or operation of the .vegas TLD. Rather, the Company shall be solely responsible for all aspects of the preparation and submission of the ICANN application, as well as providing and contributing all financial, technical, customer support, personnel and operational resources necessary for the establishment, development and on-going operation of the .vegas TLD in accordance with Company's agreements with ICANN and all other third parties. The Company shall be solely responsible for compliance with all federal and state laws governing the .vegas TLD, as well as all policies and regulations imposed by ICANN and any other applicable governmental body.

5. **Termination:** This Agreement shall commence upon the date of execution hereof (the "Effective Date") and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between Company and ICANN. The City may terminate this Agreement only for "cause". As used herein, the term "for cause" shall mean and refer to:

(i) Company's failure to pay the Revenue Share as required hereunder, provided said termination shall be effective only if the City notifies Company of a default in payment and Company fails to cure said default within thirty (30) days from the date of Company's receipt of such default notice. In the event the amount of a particular payment is subject to dispute pursuant to Section 3 above, Company shall not be deemed

in default hereunder unless Company fails to make payment within thirty (30) days after the date of resolution of said dispute; or

(ii) Upon the institution by or against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Company's debts, upon Company's making an assignment for the benefit of creditors, or upon Company's dissolution or ceasing to do business; or

(iii) Company's appointment by ICANN as registry manager for the .vegas TLD terminates for any reason.

6. Independent Contractor: The Parties expressly acknowledge that the Parties hereto are independent entities and nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, employment, or any other relationship unless the Parties shall expressly provide to the contrary. Each Party shall be responsible for its own employees and expenses, including payment of all federal, state and local employment taxes.

7. Indemnification: Company shall defend and indemnify the City, against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the operation of the .vegas TLD registry. In such event, Company shall within ten (10) business days of its receipt of the notice of the claim or demand, assume the entire control of the defense, compromise or settlement of the matter, including, at Company's expense, employment of counsel of Company's choice. The City shall reasonably cooperate with Company in the defense of any such claims.

8. Assignment; Survival of Agreement: Company may assign this Agreement, including its rights and obligations hereunder provided the assignee hereof unconditionally agrees in writing to assume, observe, and perform all of Company's obligations set forth herein. Likewise, the City may assign, pledge or otherwise encumber its rights to receive payments hereunder, but shall not assign any of its other rights or obligations in a manner which may adversely impact Company's rights to manage and administer the .vegas TLD.

9. Governing Law; Venue: This Agreement shall be subject to, and governed by, the laws of the State of Nevada. The Parties agree that only the courts of the State of Nevada shall have jurisdiction over this Agreement and over any controversies arising out of this Agreement. The Parties further agree and expressly consent to the exclusive personal jurisdiction of and venue in a court of competent jurisdiction located in Clark County, State of Nevada. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorneys' fees and costs, incurred by such party in enforcing the terms of this Agreement.

10. Notices: All notices shall be given in writing and delivered (a) personally to the recipient by a recognized courier service which documents remittance and receipt dates, or (b) by certified mail, return receipt requested, to the address designated by a Party hereto in writing to the other Party.

11. Disclosure of Owners and Principals: Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Company warrants that it has disclosed on the Disclosure of Ownership/Principals, Exhibit "C' attached hereto and incorporated herein as a part hereof, all of the persons or entities holding more than 1% ownership interest in Company, and all of the principals of Company. During the term hereof, Company shall notify the City in writing of any material change in the above disclosure within 15 days of such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of January, 2010.

CITY OF LAS VEGAS ("CITY")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

_____
ROBERT S. SYLVAIN
Deputy City Attorney

Date

DOT VEGAS, INC ("COMPANY")

_____
JAMES E. TREVINO, President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, 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 executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada,

_____, who acknowledged that he executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

EXHIBIT "B"

RESERVE DOMAIN NAMES

LasVegasCityCouncil.vegas

CityCouncil.vegas

LasVegasCityManager.vegas

CityManager.vegas

CityOfLasVegas.vegas

CityOfLasVegasNevada.vegas

CLV.vegas

LasVegas.vegas

CityHall.vegas

LasVegasCityHall.vegas

CLVBuildingAndSafety.vegas

CityofLasVegasBuildingandSafety.vegas

LasVegasBuildingandSafety.vegas

CityAttorneysOffice.vegas

CityAttorney.vegas

LasVegasCityAttorneysOffice.vegas

LasVegasCityAttorney

CityAuditorsOffice.vegas

CityAuditor.vegas

LasVegasCityAuditor.vegas

DetentionAndEnforcement.vegas

CLVDetentionAndEnforcement.vegas

LasVegasDetentionAndEnforcement.vegas

CityOfLasVegasDetentionAndEnforcement.vegas

CLVFieldOperations.vegas

CityOfLasVegasFieldOperations.vegas

LasVegasFieldOperations.vegas

CityOfLasVegasFinanceAndBusinessServices.vegas

CLVFinanceAndBusinessServices.vegas

FireAndRescue.vegas

LasVegasFireAndRescue.vegas

CityOfLasVegaFireAndRescue.vegas

CLVFireAndRescue.vegas

CityOfLasVegasHumanResources.vegas

CLVHumanResources.vegas

CityOfLasVegasInformationTechnologies.vegas

CLVInformationTechnologies.vegas

CityOfLasVegasLeisureServices.vegas

CLVLeisureServices.vegas

MayorsOffice.vegas

LasVegasMayorsOffice.vegas

CityOfLasVegasMayorsOffice.vegas

CLVMayorsOffice.vegas

MunicipalCourt.vegas

LasVegasMunicipalCourt.vegas

CityOfLasVegasMunicipalCourt.vegas

CLVMunicipalCourt.vegas

CityOfLasVegasNeighborhoodServices.vegas

CLVNeighborhoodServices.vegas

CityOfLasVegasPlanningAndDevelopment.vegas

CLVPlanningAndDevelopment.vegas

LasVegasPublicWorks.vegas

CityOfLasVegasPublicWorks.vegas

CLVPublicWorks.vegas

HistoricFifthStreetSchool.vegas

Historic5thStreetSchool.vegas

FifthStreetSchool.vegas

5thStreetSchool.vegas

RedevelopmentAgency.vegas

LVRDA.vegas

LasVegasRedevelopmentAgency.vegas

CityOfLasVegasRedevelopmentAgency.vegas

CLVRedevelopmentAgency.vegas

LasVegasAdministrativeServices.vegas

CityOfLasVegasAdministrativeServices.vegas

CLVAdministrativeServices.vegas

OfficeOfEmergencyManagement.vegas

LasVegasEmergencyManagement.vegas

LasVegasOfficeOfEmergencyManagement.vegas

CityOfLasVegasEmergencyManagement.vegas

CityOfLasVegasOfficeOfEmergencyManagement.vegas

CLVEmergencyManagement.vegas

CLVOfficeOfEmergencyManagement.vegas

DevelopmentServicesCenter.vegas

LasVegasDevelopmentServicesCenter.vegas

CityOfLasVegasDevelopmentServicesCenter.vegas

CLVDevelopmentServicesCenter.vegas

OfficeOfBusinessDevelopment.vegas

LasVegasOfficeOfBusinessDevelopment.vegas

CityOfLasVegasOfficeOfBusinessDevelopment.vegas

CLVOfficeOfBusinessDevelopment.vegas

LasVegasOfficeOfCommunications.vegas

CityOfLasVegasOfficeOfCommunications

CLVOfficeOfCommunications

LasVegasMetropolitanPoliceDepartment.vegas

MetropolitanPoliceDepartment.vegas

LVMPD.vegas

Metro.vegas

CitizenReviewBoard.vegas

LVMPDCitizenReviewBoard.vegas

LasVegas2005.vegas

LasVegasCentennialCommission.vegas

NeonMuseum.vegas

TheNeonMuseum.vegas

LasVegasNeonMuseum.vegas

NeonBoneyard.vegas

KCLVChannel2.vegas

KCLV.vegas

Channel2.vegas

LasVegasTownHall.vegas

LasVegasCityScene.vegas

LasVegas360.vegas

CommunityCalendar.vegas

LasVegasCommunityCalendar.vegas

CityofLasVegasCommunityCalendar.vegas

CityBeat.vegas

LasVegasCityBeat.vegas

FremontEastDistrict.vegas

FremontEastEntertainmentDistrict.vegas

FED.vegas

LasVegasAnimalControl.vegas

CLVAnimalControl.vegas

CityOfLasVegasAnimalControl.vegas

SymphonyPark.vegas

LasVegasSymphonyPark.vegas

18bArtsDistrict.vegas

18bLasVegasArtsDistrict.vegas

18bTheLasVegasArtsDistrict.vegas

TheLasVegasArtsDistrict.vegas

LasVegasArtsDistrict.vegas

DowntownNorthCulturalCorridor.vegas

DowntownNorth.vegas

CulturalCorridor.vegas

LasVegasCulturalCorridor.vegas

TheSmithCenterForThePerformingArts.vegas

SmithCenterForThePerformingArts.vegas

SmithCenter.vegas

PerformingArtsCenter.vegas

SmithPerformingArtsCenter.vegas

Helldorado.vegas

HelldoradoDays.vegas

HelldoradoParade.vegas

LasVegasHelldoradoParade.vegas

LasVegasHelldoradoDays.vegas

TheMobMuseum.vegas

MobMuseum.vegas

LasVegasMobMuseum.vegas

MuseumOfOrganizedCrimeAndLawEnforcement.vegas

DarlingTennisCenter.vegas

AngelParkGolfClub.vegas

AngelPark.vegas

DesertPinesGolfClub.vegas

LasVegasMunicipalGolfCourse.vegas

LasVegasGolfCourse.vegas

LasVegasGC.vegas

DurangoHillsGolf.vegas

DurangoHillsGolfClub

RoyalLinksGolfClub.vegas

BettyeWilsonSoccerComplex.vegas

KelloggZaherSportsComplex.vegas

ReedWhippleCulturalCenter.vegas

AllAmericanPark.vegas

BarkinBasinPark.vegas

CentennialHillsPark.vegas

ChildrensMemorialPark.vegas

JusticeMyronELeavittFamilyPark.vegas

LorenziPark.vegas

PoliceMemorialPark.vegas

WindingTrailsPark.vegas

WoofterPark.vegas

CharlestonHeightsArtCenter.vegas

WestLasVegasArtsCenter.vegas

AlohaShoresPark.vegas

AnsanSisterCityPark.vegas

BakerPark.vegas

Bill BriarePark.vegas

BobBaskinPark.vegas

BradleyBridlePark.vegas

BruceTrentPark.vegas

BuckskinBasinPark.vegas

CameronCommunityPark.vegas

CharlestonHeightsPark.vegas

CharlestonNeighborhoodPreservationPark.vegas

CimarronRosePark.vegas

ClarenceRayMemorialPark.vegas

ColemanPark.vegas

CraginPark.vegas

DexterPark.vegas

DocRomeoPark.vegas

DoolittlePark.vegas

DurangoHillsPark.vegas

EdFountainPark.vegas

EssexWestCharlestonLionsPark.vegas

EstelleNealPark.vegas

EthelPearsonPark.vegas

FirefightersMemorialPark.vegas

FitzgeraldTotLot.vegas

FloydLambParkAtTuleSprings.vegs

FloydLambPark.vegas

FreedomPark.vegas

GarehimeHeightsPark.vegas

GilcreaseBrothersPark.vegas

HadlandPark.vegas

HeersPark.vegas

HeritagePark.vegas

HuntridgeCirclePark.vegas

JamesGayIIIPark.vegas

LluberthaJohnsonPark.vegas

MajesticPark.vegas

MaryDuttonPark.vegas

MikeMorganFamilyPark.vegas

MirabelliPark.vegas

MountainRidgePark.vegas

PatriotPark.vegas

PioneerPark.vegas

PollyGonzalezMemorialPark.vegas

RafaelRiveraPark.vegas

RainbowFamilyPark.vegas

RotaryPark.vegas

SkyridgePark.vegas

StewartPark.vegas

SunnySpringsPark.vegas

TetonTrailsPark.vegas

VeteransMemorialFields.vegas

ViperLacrosseFields.vegas

ThunderbirdFamilySportsComplex.vegas

WWayneBunkerFamilyPark.vegas

WildwoodPark.vegas

EastLasVegasCommunitySeniorCenter.vegas

SammyDavisJrFestivalPlaza.vegas

CimarronRoseCommunityCenter.vegas

DurangoHillsCommunityCenter.vegas

LorenziAdaptiveRecreationCenter.vegas

RafaelRiveraCommunityCenter.vegas

VeteransMemorialLeisureServicesCenter.vegas

CentennailHillsActiveAdultCenter.vegas

DerfeltSeniorCenter.vegas

CentennialHillsActiveAdultCenter.vegas

DoolittleSeniorCenter.vegas

DowntownSeniorServicesCenter.vegas

DulaGymnasium.vegas

HowardLieburnSeniorCenter.vegas

LasVegasSeniorCenter.vegas

StupakCommunityCenter.vegas

EXHIBIT "C"

DISCLOSURE OF OWNERSHIP / PRINCIPALS

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name	Dot Vegas Inc.
Address	10161 Park Run Drive Suite 150 Las Vegas, Nevada 89145
Telephone	702 947-3800 702 575-5073
EIN or DUNS	20-5889455

Block 2	Description
Subject Matter of Contract/Agreement:	Revenue share on .vegas, Top Level Domain registry
RFP #	

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James E. Trevino, President and CEO, Chairman of Board of Directors	Dot Vegas Inc. 10161 Park Run Drive, Suite 150 Las Vegas, Nevada 89145	(702) 947-3800
2.	Bart P. Mackay, Executive Vice President, Director	Mackay & Associates 1193 S. 2100 E., Springville, Utah 84663	(801) 734-0263
3.	Dustin R. Trevino, Chief Financial Officer, Director	Dot Vegas Inc. 10161 Park Run Drive, Suite 150 Las Vegas, Nevada 89145	(702) 947-3800
4.	Joseph W. Brown, Director	Jones Vargas 3773 Howard Hughes Parkway, Third Floor South Las Vegas, Nevada 89109	(702) 862-3300
5.			
6.			
7.			
8.			
9.			

10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

James E Lee
Name

1-6-2010
Date

STATE OF NEVADA }
COUNTY OF CLARK } ss.:

Subscribed and sworn to before me this 6th day of JANUARY 2010.

Notary Public

Notary Public - State of Nevada
County of Clark
EDDIE FIGUEROA
My Appointment Expires
August 6, 2011
No: 07-4434-1

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

Wednesday, January 20, 2010

Dot Vegas, Inc.
Attn: James E. Trevino, President
10161 Park Run Drive
Suite 150
Las Vegas, NV 89145

Re: Support for Dot Vegas, Inc.'s
Application to Establish and Operate the .vegas Top Level Domain

Dear Mr. Trevino:

Consistent with and under the authority of the resolution adopted on January 20, 2010 by the City Council of the City of Las Vegas, the City is pleased to extend its full support for Dot Vegas, Inc's., application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof.

Today, Las Vegas or "Vegas", as the City is referred to around the world, is rightfully recognized as one of the world's foremost holiday and convention destinations. This designation has not occurred by accident but through hard work and the dedication of many local agencies. As such, these efforts will continue to be a top priority of the Las Vegas community. The establishment and development of a .vegas TLD will make an invaluable contribution to the community's efforts.

We look forward to working with you as you move the application forward to a successful approval by ICANN. The City is firmly behind you in this endeavor.

Sincerely,

Elizabeth N. Fretwell
City Manager

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

ANIMAL ADVISORY COMMITTEE – Kimberly Reid, Term Expiration 2-7-2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board is comprised of 5 members who serve two-year terms. There is no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Ms. Reid was recommended by Councilman Brown on January 9, 2008, effective February 7, 2008. She has served one term, is eligible and wishes to be reappointed. Staff has recommended her reappointment.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Ms. Reid OR appoint a new member to fill this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memo from Richard Molinari, Animal Control Supervisor
3. Board of Interest Forms from Dave Henderson, Thomas Boley, Matthew Ward, Ralph Krause, Kenneth Foose and Irene De La Rosa

Animal Advisory Committee

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Kimberly Reid**	1 /9 /2008 **Reapp: N/A**	2/7/2010	Brown
2	**Mark A. Dolginoff, DVM**	3 /20/1996 **Reapp: 3/9/1998 3/1/2000 2/20/2002 3/3/2004 3/1/2006 2/20/2008**	3/20/2010	Reese
3	**Kurt Mychajlonka**	11/5 /2008 **Reapp:**	11/15/2010	Ross
4	**Susan Butche**	4 /5 /1995 **Reapp: 3/10/1997 3/8/1999 3/7/2001 3/19/2003 3/16/2005 3/7/2007 4/1/2009**	4/5/2011	Reese
5	**Charles Fitzgerald**	12/3 /2003 **Reapp: 12/7/2005 11/7/2007 12/2/2009**	12/3/2011	Reese

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777), LVMC 7.16.050
Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

Purpose: The Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

Memorandum

City of Las Vegas
Detention and Enforcement

To: Beverly Bridges

From: Supervisor Richard J. Molinari

CC: Vicky Skilbred

Date: January 6, 2010

Re: Reappointment, Kimberly Reid, Animal Advisory Committee

I have received notification that Kimberly Reid would like to be reappointed to the City of Las Vegas Animal Control Animal Advisory Committee.

Kimberly has had excellent attendance over the years and exhibits the utmost professionalism when dealing with cases. I recommend her reappointment.

If you have any questions please feel free to contact me at 229-2078.

Supervisor
Richard J. Molinari
City of Las Vegas Animal Control

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: DAVE HENDERSON DVM

Home Street Address: 1404 CRESTWOOD AVE

City: L.V. **ZIP Code:** 89104

Work Street Address: 417 N. EASTERN

City: LV **ZIP Code:** 89101

Employer: SELF **Occupation:** DVM

Home Phone Number: 382-4516 **Work Phone Number:** 382-4671

Other Phone Number: _____ **Email Address:** _____

Please list the boards, commissions, or committees that you are interested in serving on:

ANIMAL ADVISORY COMMITTEE

For office use only
CLV Y____N____
Ward _____
Date _____

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Animal Advisory Comm Clark County

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

DVM

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

RECEIVED
CITY CLERK

2009 SEP -1 A 10:44

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Thomas Boley, Esq.

Home Street Address: 11946 Giles St.

City: Las Vegas NV **ZIP Code:** 89183

Work Street Address: 1100 Bridger Ave

City: Las Vegas **ZIP Code:** 89101

Employer: Thorndal Armstrong **Occupation:** Attorney

Home Phone Number: 702-917-5614 **Work Phone Number:** 702-366-0622

Other Phone Number: N/A **Email Address:** tboley@thorndal.com

Please list the boards, commissions, or committees that you are interested in serving on:

- Community Development Recommending Board; ~~Planning Commission~~
- Citizen Review Board; Parks and Recreation Advisory Commission
- Any other available committees for which I am qualified

Animal Advisory Board
Arts Commission

Historic Preservation

For office use only

CLV Y___ N ✓

Ward N/A County

Date 9/1/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Student Bar Association in law school

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

My undergraduate degree is in community economic development. I worked for the Greater Cedar Valley Alliance, which was an economic development organization in Waterloo, Iowa. As an attorney, I am familiar with government and procedures of public commissions

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

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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.*

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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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: 1111 W Bonanza Road

City: Las Vegas, NV **ZIP Code:** 89125

Employer: Stephens Media **Occupation:** Editor

Home Phone Number: 702-553-8293 **Work Phone Number:** 702-387-5298

Other Phone Number: ____ **Email Address:** mward@lvbusinesspress.com

Please list the boards, commissions, or committees that you are interested in serving on:

Animal Advisory, Art Commission, CPAC, Community Development Recommending Board, L.V.-C. Library District Board, Parks and Recreation

For office use only
CLV Y N
Ward (1 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.*

09/26/2008 FRI 13:38 [TX/RX NO 8967] 002

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CITY CLERK

2008 JUL -2 A 11:59

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Ralph Krauss

Home Street Address: 5820 Palmilla St. #9

City: North Las Vegas **ZIP Code:** 89031

Work Street Address: 5100 W. Sahara

City: LAS VEGAS **ZIP Code:** 89146

Employer: CCSD **Occupation:** Teacher

Home Phone Number: 702-575-7690 **Work Phone Number:** 702-575-7690

Other Phone Number: _____ **Email Address:** rkrauss@interact.ccsd.net

Please list the boards, commissions, or committees that you are interested in serving on:

Redevelopment Agency, Planning Commission, YNAPP, Traffic and Parking Commission, Las Vegas Housing Authority, or any committee that has an opening

For office use only

CLV Y ___ N ✓

Ward N/A

Date 7/2/2008

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None as of yet

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

2001 Student Body President - Grosse Ile, High School

2001 Key Club President Grosse Ile High School

7 year Resident of Clark County

UNLV - Bachelor's Degree (Comm)

Sierra Nevada College - Master's Degree - Elem ED - in progress

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

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City of Las Vegas
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Las Vegas, NV 89101

Fax: (702) 382-4803

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2009 FEB 18 A 10:54

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Kenneth Foose

Home Street Address: 4460 Denia Circle

City: Las Vegas **ZIP Code:** 89108

Work Street Address: 2410 N. Decatur Blvd #160

City: Las Vegas **ZIP Code:** 89108

Employer: Exotic Pets LLC **Occupation:** owner

Home Phone Number: 203-0983 **Work Phone Number:** 631-7387

Other Phone Number: _____ **Email Address:** Exoticpetslv@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

Animal Advising Committee

For office use only	
CLV	Y ✓ N ___
Ward	5
Date	2/20/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Master Degree in Zoology, Vice President International Herpetological Symposium, Asst. Curator of Reptiles and Curator of Reptiles of various Zoos, have dealt with animals in private and professional life, 30 years experience, do well in groups and government

Please list any of your relatives or friends that work for the entity in which you would be serving: 0

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

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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.*

Qualifications for serving on the Animal Advisory Board

I am the current owner of Exotic Pets in Las Vegas, and have been so for over 18 years. I have a masters degree in Zoology from Kansas University. Before moving to Las Vegas I owned and operated Reptiles of the West zoo in Virginia City Nevada. I have been involved with working on new regulations with the Nevada Division of Wildlife for over 25 years.

Past jobs and skills
Owner Exotic Pets (present)
Owner Reptiles of the West Virginia City
Asst. Curator of Reptiles Woodland Park Zoo Seattle
Curator of Reptiles Walk in the Wild Zoo Spokane
Animal Keeper (various zoos)
Vice President International Herpetological Symposium (current)
Masters Degree Zoology Kansas U.
Founder of the Southern Nevada Herpetological Society
Founder of the Northern Nevada Herpetological Society
Founder Inland Empire Herpetological Society (Spokane)
Provide reptiles and mammals for TV commercials and movies
Provide Animals to the Southern Nevada Museum of Natural History

I have worked with local Animal Control, the Nevada Wildlife Commission, the Nevada Division of Wildlife, state legislators and goobers. I think I could be an asset to the Animal Advisory Committee

Thanks, Ken
Exotic Pets LLC
2410 N. Decatur #160
Las Vegas NV 89108
(702) 631-7387
fx (702) 631-7367
www.Exoticpetslv.com

RECEIVED
CITY CLERK

2009 FEB 25 A 10:55

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Irene De La Rosa

Home Street Address: 6400 Brandywine Way

City: Las Vegas **ZIP Code:** 89107

Work Street Address: _____

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** _____

Home Phone Number: (702) 870-4751 **Work Phone Number:** _____

Other Phone Number: _____ **Email Address:** _____

Please list the boards, commissions, or committees that you are interested in serving on:

Youth Neighborhood Association Partnership Program Grant Review Board, Animal Advisory Committee, Community Development Recommending Board, Senior Citizen Advisory Board, and Parks and Recreation Advisory Board.

For office use only
CLV Y X N ___
Ward 1
Date 2/26/09 jr

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	Cre
2346000O	Student Aide	0.5
2366120O	AP Spanish Lang	0.5
2467020O	AP Eng Lang/Comp	0.5
2487540O	Precalc AB H-AMSAT	0.7
2680040O	Anat/Phys H	0.5
2686020O	AP Chemistry	0.5
2690040O	Physics I H	0.5
2702100O	Ext Math Lab	0.5
2703020O	AP U.S. History	0.5

Credit Summary - Standard Diploma

Subject Area	Req	Cmp	D
English 1 (1)	0.500	0.500	
English 1 (2)	0.500	0.500	
English Other	3.000	1.500	1.5
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	0.5
U.S. Government (1)	0.500	0.000	0.5
U.S. Government (2)	0.500	0.000	0.5
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	3.00

Student Name		
DeLaRosa, Irene		
Student ID	Grade	Gender
195117	11	F
Birth Place	Date Of Birth	Ethnic Code
Las Vegasq, N\	01/01/92	

ACADEMIC HIST

Enter Date: **08/25/97**
Leave Date:
Class Of: 2010
Diploma Type:

School Name/Address
551-Clark High School
4291 Pennwood Ave.
Las Vegas, NV 89102
Tel: 702-799-5800 Fax: 799-5813
School Alternate Number: 401

GPA Summary
Non-Weighted GPA: 3.922
Weighted GPA: 4.697 Class rank is 10 of 495
Total Credits Attempted: 27.000
Total Credits Earned: 27.000

Transcript is unofficial unless signed by a school official

Registrar's Signature _____ Date: 02/23/09

6400 Brandywine Way
Las Vegas, NV 89107

(702)-870-4751
bocasjal@yahoo.com

Irene De La Rosa

Objective

I plan on attending a university and study pre-medicine.

Education

Sep. 2006 - To Present ED W Clark High School Las Vegas, Nevada

Activities/Achievements

Sep. 2007 - To Present Community Service/National Honor Society
- 3 hours per week
- Give back a helping hand to the community .

Sep. 2008 - To Present Community Service/Valley Hospital Medical Center
- 10 hours per week
- Volunteered in different hospital areas.

Sep. 2008 - To Present Scholarly Work or Presentation/Valley Hospital Medical Explorer
- 2 hours per week
- Learned about the various fields of medicine.

Sep. 2008 - To Present Community Service/Operation School Bell
- Help children in need pick an outfit.

Sep. 2008 - To Present Community Service/Catholic Charities
- Feed the hungry at Catholic Charities.

Jan. 2009 - To Present Community Service/Ronald Mc Donald House
- Help cook food for a family living through times of stress.

Oct. 2005 - To Present Community Service/Saint Francis de Sales Catholic Church Usher
- 1 hours per week
- Help organize church events.

Jan. 2009 - Jan. 2009 Award/Certificate Of Honor
- This certificate is presented as an acknowledgement of outstanding scholastic achievement at Clark High School for straight A academic achievement.

May 2008 - May 2008 Award/National Honor Society Character
- 3 hours per week
- This award is given to only two students in the National Honor Society Club at school who demonstarte traits of character.

Standardized Tests

11/15/2008 ASVAB
- Career planning.

10/13/2008 PSAT
- Average Quartile

Workshops/Training

9/10/2008-To Present | Valley Hospital Medical Center Volunteer | Valley Hospital Medical Center

- Training - How to work in different areas of the hospital, and assist patients in need of help and attention.

Skills/Interests

Languages
Spanish

Special Skills
Bilingual Computer Literacy

Interests
The Medical Field, Helping others, Fashion, Dancing, Listening to music

References

Aaron Dehne
Chemistry Teacher
ED W Clark High School
Home: (702)-799-5800

Denali Jordan
Algebra II/Trigonometry
ED W Clark High School
Work: (702)-799-5800

Melissa Rucks
English language and Composition Teacher
ED W Clark High School
Work: (702)-799-5800

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-2 – Eliminates the sewer service rate increase otherwise effective in 2010, and provides for the establishment of a Senior Citizen Sewer Charge Rebate Program in lieu of the current hardship determination pertaining to sewer charge increases. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,993,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This bill will eliminate the annual sewer service rate increase otherwise effective in 2010, providing relief for sewer customers. NOTE: The approximate fiscal impact will be as stated above, representing reduction in revenue. The bill will also establish a new sewer rebate program for senior citizens in lieu of the current hardship determination pertaining to sewer charge increases. The new rebate program is intended to be more effective and user-friendly than the current process.

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. 2010-2
2. Business Impact Statement

BILL NO. 2010-2

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SEWER SERVICE CHARGES; ELIMINATING THE ANNUAL SEWER SERVICE RATE INCREASE OTHERWISE EFFECTIVE IN 2010; PROVIDING FOR THE ESTABLISHMENT OF A SENIOR CITIZEN SEWER CHARGE REBATE PROGRAM IN LIEU OF THE CURRENT HARDSHIP DETERMINATION PERTAINING TO SEWER CHARGE INCREASES; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Eliminates the annual sewer service rate increase otherwise effective in 2010 and provides for the establishment of a Senior Citizen Sewer Charge Rebate Program in lieu of the current hardship determination pertaining to sewer charge increases.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 14, Chapter 4, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 14, Chapter 4, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections 30 and 40, reading respectively as follows:

14.04.030: (A) The annual charge rate per ERU for a particular user shall be as set forth below (which includes the five percent assessment fee pursuant to Section 14.04.130):

User	**Annual charge per ERU through December 31, 2010**
Domestic Strength	$228.98
High Strength Users:	
Bottlers	$323.65
Dairies	$300.09
Restaurants with garbage grinders	$431.54
Laundries	$302.67

(B) An annual seven dollar surcharge per ERU shall be assessed to a particular user in addition to the charge rate set forth in Subsection (A) of this Section, which shall be due and payable at the same time and under the same terms and conditions as set forth in this Chapter for

payment of the charge rate.

(C) The charge rate per ERU set forth in Subsection (A) of this Section shall be increased by the Director of Finance and Business Services on the first day of January, 2011, and annually thereafter, in an amount equal to the annual charge rate of the preceding fiscal year, multiplied by the lesser of five percent or the average percentage for the preceding five years of increase in the Consumer Price Index for All Urban Consumers for All Items, U.S. City Average (1967=100) that is published by the Bureau of Labor Statistics, United States Department of Labor.

14.04.040: (A) The City shall establish a program by which a rebate of twenty percent of the annual sewer charge rate calculated pursuant to Section 14.04.030 may be issued to the owner of a single family dwelling who qualifies under this Section.

(B) A person qualifies for a rebate under this Section if he or she:

(1) Is an owner and occupant of the dwelling and has paid the annual sewer charge for the dwelling; and

(2) In accordance with Subsection (C) of this Section, meets the eligibility criteria for the rebate and successfully completes an application for rebate.

(C) To the extent feasible, eligibility for the rebate shall be determined (and applications processed) in accordance with the provisions of Sections 6.67.120 to 6.67.160, inclusive, relating to public utility surcharge refunds. The City may make such adaptations as deemed necessary to fit the rebate program.

(D) No more than one rebate may be issued for any particular dwelling in a given year.

SECTION 3: This Ordinance shall become effective the day following its publication, but shall be deemed effective as of January 1, 2010.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-21-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

BUSINESS IMPACT STATEMENT
BILL NO. 2010-2
(Eliminates the annual sewer service rate increase otherwise effective in 2010, and provides for the establishment of a Senior Citizen Sewer Charge Rebate Program in lieu of the current hardship determination pertaining to sewer charge increases)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-2, that would eliminate the annual sewer service rate increase otherwise effective in 2010, and provide for the establishment of a Senior Citizen Sewer Charge Rebate Program in lieu of the current hardship determination pertaining to sewer charge increases.

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:

Relief from 2010 CPI increase in sewer rates

Direct effects:

Relief from 2010 CPI increase in sewer rates

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: December 21, 2009

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-1 – Authorizes, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize, for a period of one year, the waiver of the origination charge for new urban lounge and tavern-limited licenses. The availability of the waiver is intended to encourage and facilitate the establishment of these uses in the downtown area. The bill sets forth the requirements and limitations applicable to a waiver application and the approval thereof.

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. 2010-1
2. Business Impact Statement

BILL NO. 2010-1

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE, ON A TEMPORARY BASIS, THE WAIVER OF THE ORIGINATION CHARGE FOR NEW URBAN LOUNGE AND TAVERN-LIMITED LICENSES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Authorizes, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: In order to encourage new urban lounge and tavern-limited licenses within the districts to which they pertain, the Department of Finance and Business Services, in accordance with Section 2 of this Ordinance, may waive the origination charge otherwise imposed by LVMC 6.50.380 and Ordinance Nos. 6047 and 6071.

SECTION 2: The waiver referred to in Section 1 of this Ordinance may be granted pursuant to a qualifying waiver application that is filed with the Department between the effective date of this Ordinance and one year thereafter. Any such waiver shall be conditioned upon activation of the business license within the following time periods after the submittal of a qualifying waiver application:

(A) One year, for a business to be located within an existing structure; or

(B) Two years, otherwise.

SECTION 3: Notwithstanding any provision of Title 6 of the Las Vegas Municipal Code to the contrary, a business license concerning which a waiver has been granted pursuant to this Ordinance and which has been activated:

(A) May not be sold or transferred to a third party; and

(B) May not be transferred to a new location unless the location is within the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

SECTION 4: For purposes of Sections 2 and 3 of this Ordinance:

(A) "Activation of a business license" means that the license has been issued and the business authorized by the license has opened for business operation.

(B) "Qualifying waiver application" means an application for waiver that is:

(1) Submitted in connection with a business license application; and

(2) Accompanied by a copy of an application for special use permit that has been filed with the Planning and Development Department pursuant to Title 19 of the Las Vegas Municipal Code.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-17-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

BUSINESS IMPACT STATEMENT
BILL NO. 2010-1
(Authorizes, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-1, that would authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses.

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:

Availability of waiver of origination charges

Direct effects:

Availability of waiver of origination charges

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: December 17, 2009

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-3 – Adopts an updated Population Element of the Las Vegas 2020 Master Plan.
Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
At its meeting of January 20, 2010, the City Council is scheduled to consider the approval of an updated Population Element of the Las Vegas 2020 Master Plan. This bill will formalize the approval, adopting the Plan element by means of ordinance. The adopted Plan element will replace and supersede any previously-adopted document regarding this aspect of the City's General Plan.

RECOMMENDATION:
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. 2010-3

BILL NO. 2010-3

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED POPULATION ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Adopts an updated Population Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Population Element," the essential contents of which were approved by the City Council on January 20, 2010, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the Population Element of the Las Vegas 2020 Master Plan, and shall replace and supersede the previous version of the Population Element that was adopted on April 2, 2003, by means of Ordinance No. 5586.

SECTION 2: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-4–Revises the composition of the Historic Preservation Commission. Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise the composition of the Historic Preservation by adding to the list of mandatory representation a person experienced in the archeological profession. The bill will make a corresponding change concerning members who serve "at-large" and adjust the membership requirements for those members so as to provide maximum flexibility.

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. 2010-4

BILL NO. 2010-4

ORDINANCE NO. _____

AN ORDINANCE TO REVISE THE COMPOSITION OF THE HISTORIC PRESERVATION COMMISSION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Revises the composition of the Historic Preservation Commission.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 6, Section 90, Subsection (E), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(E) Historic Preservation Commission--Qualifications. The membership of the HPC shall be as follows:

(1) One member must be experienced in architecture (such as an architect, art historian or historic preservation architect).

(2) One member must be experienced in urban design or planning (such as an urban designer, planner or landscape architect).

(3) One member must be experienced in building construction (such as a building contractor or structural engineer).

(4) One member must be experienced in the real estate profession (such as a real estate developer, appraiser or broker).

(5) One member must be representative of a recognized local historic preservation association or historic preservation interest group.

(6) One member must be experienced in Nevada history [(such as an historian or archeologist).] (such as an historian).

(7) One member must be experienced in the archeological profession (such as an archeologist).

(8) [Five] Four members must be [citizens] members at-large. When one or more areas have been designated as "Historic Districts" pursuant to this Section, one of the "at-large" positions

shall pertain to each such Historic District. For any Historic District, the corresponding "at large" position shall be filled by a person who owns real property and resides within the Historic District, if a person so qualified is available to serve. If no such person is available, a person who owns real property within the Historic District may fill that position[.], if a person so qualified is available to serve. If no such person is available, any person may fill that position. If more than [five] four Historic Districts have been designated as such pursuant to this Section, the City Council shall determine which [five] four of the Historic Districts are to be represented on the HPC.

[(8)] (9) The Director of Planning and Development, or the Director's designee, shall serve as an ex-officio member, with no vote except as otherwise provided in this Section.

[(9)] (10) The Director of the Nevada State Museum and Historical Society, or other designee of the State Historic Preservation Office (SHPO), shall serve as an ex-officio member, with no vote except as otherwise provided in this Section.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.06.090 is deemed to be a subchapter rather than a section.

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.

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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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 1-11-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-5 – Clarifies the on-site parking requirements applicable to property within the Downtown Entertainment Overlay District, and redesignates the Downtown Overlay District as the Downtown Centennial Plan Overlay District. (TXT-36169 and TXT-36171) Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will clarify the on-site parking requirements applicable to property within the Downtown Entertainment Overlay District. In addition, the bill will redesignate the Downtown Overlay District as the Downtown Centennial Plan Overlay District. The changes are intended to provide clarification and consistency.

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. 2010-5

BILL NO. 2010-5

ORDINANCE NO. _____

AN ORDINANCE TO CLARIFY THE ON-SITE PARKING REQUIREMENTS APPLICABLE TO PROPERTY WITHIN THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT, REDESIGNATE THE DOWNTOWN OVERLAY DISTRICT AS THE DOWNTOWN CENTENNIAL PLAN OVERLAY DISTRICT, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler
Director of Planning and Development

Summary: Clarifies the on-site parking requirements applicable to property within the Downtown Entertainment Overlay District, and redesignates the Downtown Overlay District as the Downtown Centennial Plan Overlay District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 6, Section 120, Subsection (D), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(D) Parking Requirements. [For any banquet facility, restaurant, café, tavern, bar, supper club, billiard parlor, nightclub/discotheque, general retail store or video arcade that is approved by means of Special Use Permit or otherwise for a parcel located within the district, the on-site parking requirements set forth in Chapter 19.10 shall not apply. The Special Use Permit or other approval may include conditions designed to mitigate any impacts related to parking.] Parking requirements shall be determined in accordance with the provisions of LVMC 19.06.060 and any design standards adopted thereunder.

SECTION 2: Title 19, Chapter 2, Section 10, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the table that appears therein so that the entry for "Downtown Overlay District" reads as follows:

Abbreviated Designation	**Zoning District Name**
[D-O] DCP-O	Downtown Centennial Plan Overlay District

SECTION 3: Title 19, Chapter 2, Section 40, Subsection (D), Paragraph (6), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(6) [D-O Downtown Overlay District. The D-O] DCP-O Downtown Centennial Plan Overlay District. The DCP-O District is intended to regulate development in the City's downtown core and to encourage compatible development therein. The [D-O] DCP-O District is intended to establish special standards for development that will be applicable to any property and zoning category in the downtown core.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Senior Citizen Apartments," as found in the "Residential and Lodging" element of Table 2, so that the "On-site Parking Requirement" listed therein reads as follows:

On-site Parking Requirement: .75 spaces per unit (.5 spaces per unit within the Downtown Centennial Plan Overlay District).

SECTION 5: Title 19, Chapter 6, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.06.060: [DOD Downtown] DCP-O Downtown Centennial Plan Overlay District.

(A) Intent. The intent of the Downtown Centennial Plan Overlay District is to establish special standards for development within the City's established urban core. The boundaries of the District shall be coterminous with the boundaries of the Las Vegas Downtown Centennial Plan, as adopted by ordinance, and as the boundaries may be amended from time to time.

(B) Design Standards. Development within the Downtown Centennial Plan Overlay District shall conform to the Design Standards that are included within the Las Vegas Downtown Centennial Plan. Those Design Standards are adopted and incorporated by this reference. In addition, development within the boundaries of any sub-districts within the Downtown Centennial Plan Overlay District shall conform to applicable Design Standards that have been adopted for that sub-district. As and when such Design Standards for sub-districts are adopted, they shall be deemed to be incorporated into this Subsection by this reference. Copies of all Design Standards adopted by the City Council (whether published separately or not) shall be on file in the Office of the City Clerk and in the Planning and Development Department. The Downtown Centennial Plan Design Standards are

mandatory and shall apply to any property and zoning category within the District, and any Design Standards adopted for any sub-district are mandatory and shall apply to any property and zoning category within the sub-district to which they pertain. Design Standards referred to in this Subsection may be amended from time to time by ordinance or by resolution of the City Council. If the City Council adopts more restrictive design standards for one or more additional sub-districts within the Downtown Centennial Plan Overlay District, those more restrictive standards shall apply to the sub-district to which they pertain.

(C) Special Provisions. In order to encourage the development of a complex, visually interesting and urbane walkable mixed-use environment, and to encourage transit-oriented development as future transit routes and stations develop within the Downtown area, properties within the Downtown Centennial Plan Overlay District are exempt from the automatic application of the mandatory maximum building height, required building setback, maximum lot coverage, residential adjacency, standard landscaping requirements, and standard parking requirements in Section 19.08.040, Section 19.08.050, Section 19.08.060, Chapter 19.10, and Chapter 19.12. However, the exemption does not prohibit City staff, the Planning Commission, and the City Council from imposing limitations on the approval of a Site Development Plan. Site Development Plan applications within the Downtown Centennial Plan Overlay District shall be evaluated on a case-by-case basis to determine the extent to which those standards shall be required.

SECTION 6: Title 19, Chapter 6, Section 140, Subsection (C), Paragraph (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(1) Relationship to Other Provisions. Except as otherwise modified, required or prohibited by this Section, all signage within the Las Vegas Boulevard Scenic Byway Overlay District shall be governed by and subject to:

(a) All applicable standards and procedures in Chapter 19.14;

(b) All applicable standards in Chapter 19.06 that govern the Downtown Centennial Plan Overlay District, for properties that are located within that district;

(c) All applicable standards in Chapter 19.06 that govern the Downtown Entertainment

Overlay District, for properties that are located within that district; and

(d) The review and approval procedures set forth in Subsection (D) of Section 19.06.100, irrespective of where in the Las Vegas Boulevard Scenic Byway Overlay District the signage will be located.

SECTION 7: Title 19, Chapter 8, Section 40, Subsection (C), Paragraph (5), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(5) Downtown Centennial Plan Overlay District–Building Height, Setback and Lot Coverage. All structures located in the Downtown Centennial Plan Overlay District are exempted from the automatic application of the building height, building setback and lot coverage provisions of this Chapter 19.08, including the Residential Adjacency Setback; provided, however, that this exemption does not prohibit the City Council from imposing a building height, setback or lot coverage requirement in connection with the approval of a Site Development Plan.

SECTION 8: Title 19, Chapter 8, Section 40, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending Table 2 that appears therein so that Note 3 pertaining to that table reads as follows:

3. Downtown Centennial Plan Overlay District–All structures in the Downtown Centennial Plan Overlay District are exempted from the automatic application of the height limitations, required setbacks and lot coverage requirements specified in Table 2. However, the exemption does not prohibit the City Council from imposing similar or equivalent limitations in connection with the approval of a Site Development Plan in accordance with Section 19.06.060.

SECTION 9: Title 19, Chapter 8, Section 50, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending Table 1 that appears therein so that Note 4 pertaining to that table reads as follows:

4. Downtown Centennial Plan Overlay District. All structures in the Downtown Centennial Plan Overlay District are exempted from the automatic application of the height limitations, required setbacks and lot coverage requirements specified in this Chapter. However, the exemption does not prohibit the City Council from imposing similar or equivalent limitations in connection with the

approval of a Site Development Plan in accordance with Section 19.06.060.

SECTION 10: Title 19, Chapter 8, Section 60, Subsection (A), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(3) Property located within the boundaries of the Downtown Centennial Plan Overlay District, as described by ordinance, is not subject to the residential adjacency standards set forth in this Section.

SECTION 11: Title 19, Chapter 10, Section 20, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(B) Applicability. Except for uses within the Downtown Centennial Plan Overlay District, every use that revives or distributes materials or merchandise by truck shall provide and maintain on-site loading spaces in accordance with the standards of this Section.

SECTION 12: Title 19, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.12.010: Applicability.

(A) Except as otherwise provided in Subsection (B), this Chapter applies to:

(1) All multi-family, office, retail, commercial, institutional, and industrial developments; and

(2) All single family developments with five or more lots adjacent to streets classified as collectors or larger.

(B) Except with respect to Section 19.12.075, this Chapter does not apply to any special purpose zoning district which contains special landscape standards or to properties in the Downtown Centennial Plan Overlay District.

(C) Section 19.12.075 applies to all single family developments.

SECTION 13: Title 19, Chapter 14, Section 130, Subsection (B), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) A Master Sign Plan may be submitted for any development or property not otherwise required to submit a Master Sign Plan to accomplish the following:

(a) To establish the requirements and limitations for signs located in the Gaming and Downtown Centennial Plan Overlay districts, and any uses not regulated elsewhere in this Chapter located in the Planned Community and Planned Development Districts; or

(b) To establish requirements and limitations for signs in a specific development.

SECTION 14: Title 19, Chapter 14, Section 130, Subsection (D), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Conditions of Approval. In approving a Master Sign Plan, the Planning Commission may impose the following conditions, restrictions or limitations as the Commission may determine to be necessary to meet the general purpose and intent of this Title and to ensure that the public health, safety and welfare are being maintained. All signs in the Master Sign Plan shall:

(a) Either conform to all standards for the zoning district in which the sign will be located, under Section 19.14.060, or establish the sign requirements and limitations consistent with the standards and criteria set forth in the following Subparagraphs (b) through (g). Master Sign Plans may also be used to establish the requirements and limitations for signs located in the Gaming and Downtown Centennial Plan Overlay districts, and the Planned Community and Planned Development Districts;

(b) Conform to the Residential Protection Standards set forth in Section 19.14.070;

(c) Conform to site plan and development standards regarding circulation and emergency exit patterns, parking and loading requirements and other standards related generally to the location of structures within a development;

(d) Be compatible with the architectural characteristics and spatial relationships of the buildings on which the signs are attached, and the placement of freestanding signs on the site, when considered in terms of location, scale, proportion, color, materials, and illumination;

(e) Be professionally designed and fabricated from materials that meet the physical demands of an urban setting;

(f) Be creative in the use of two- and three-dimensional forms, iconographic representations, illumination and graphic design, including the use of color, pattern, typography, and

materials; and

(g) Be designed as attractive and complementary features of the development, which it serves.

SECTION 15: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Urban Core Area" to read as follows:

"Urban Core Area" means the area defined as the Downtown Centennial Plan Overlay District in Section 19.06.060.

SECTION 16: Whenever a provision of the Municipal Code or another ordinance or adopted standard of this City refers to the "Downtown Overlay District," the reference shall be deemed to refer to the "Downtown Centennial Plan Overlay District" as described in this Ordinance.

SECTION 17: For purposes of Section 2.100(3) of the City Charter, LVMC 19.02.010, 19.02.040, 19.04.010, 19.06.120, 19.06.140, 19.08.040, 19.08.050, 19.08.060, 19.10.020, 19.14.130 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 18: 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.

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SECTION 19: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-6 – Amends the City's on-site parking standards to provide minimum dimensions for parallel parking. (TXT-36235) Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City's on-site parking standards currently do not include specific dimensional requirements for parallel parking. This bill will amend the standards to include the applicable dimensional requirements.

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. 2010-6

BILL NO. 2010-6

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S ON-SITE PARKING STANDARDS TO PROVIDE MINIMUM DIMENSIONS FOR PARALLEL PARKING, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Amends the City's on-site parking standards to provide minimum dimensions for parallel parking.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6048 and Title 19, Chapter 10, Section 10, Subsection (J), Paragraph (2), Subparagraph (b), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Table 4 located therein, as amended by Ordinance No. 6048, reads as follows:

Table 4

Minimum Parking Space Size

Type of Space	Width	Length
Standard Car	9 feet	18 feet
Compact Car	8 feet	18 feet
Handicapped (Car)	19 feet	18 feet
Handicapped (Vehicle with a Side-Loading Wheelchair Lift)	22 feet	18 feet
Recreational Vehicle	10 feet	30 feet
<u>Parallel Parking</u>	<u>9 feet</u>	<u>23 feet</u>

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.10.010 is deemed to be a subchapter rather than a section.

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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-7 – Excludes the sale of mopeds from the zoning regulations governing the sale of motorized vehicles. (TXT-36495) Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will exclude from the zoning regulations governing the sale of motorized vehicles the sale of mopeds (strictly defined based on State law). The sale of mopeds will be treated as other retail goods for zoning purposes.

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. 2010-7

BILL NO. 2010-7

ORDINANCE NO. _____

AN ORDINANCE TO EXCLUDE THE SALE OF MOPEDS FROM THE ZONING REGULATIONS GOVERNING THE SALE OF MOTORIZED VEHICLES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Excludes the sale of mopeds from the zoning regulations governing the sale of motorized vehicles.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Motor Vehicle Sales (New)" in the "Auto and Marine Related" element of Table 2, to read as follows:

Description:

A facility or area for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters[.], but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 2: 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 "Motor Vehicle Sales (Used)" in the "Auto and Marine Related" element of Table 2, to read as follows:

Description:

"Motor Vehicle Sales (Used)" means a facility or area used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters[.], but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 3: 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 "Motorcycle/Motor Scooter Sales" in the "Auto and Marine Related" element of Table 2, to read as follows:

Description:

A facility or area for the display and sale of motorcycles and motor scooters, whether new or used[.], but excluding mopeds. The term includes service bays which are incidental and accessory to the sales use. The term is used for the sole purpose of allowing the use by means of Special Use Permit in the C-1 District. For all other purposes, the use described in this definition shall be treated under the appropriate category of motor vehicle sales.

SECTION 4: 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 definitions of the terms "Motor Vehicle Sales (New)," "Motor Vehicle Sales (Used)" and "Motorcycle/Motor Scooter Sales" to read, respectively, as follows:

"Motor Vehicle Sales (New)" means a facility or area for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters[.], but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

"Motor Vehicle Sales (Used)" means a facility or area used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters[.], but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

"Motorcycle/Motor Scooter Sales" means a facility or area for the display and sale of motorcycles and motor scooters, whether new or used[.], but excluding mopeds. The term includes service bays which are incidental and accessory to the sales use. The term is used for the sole purpose of allowing the use by means of Special Use Permit in the C-1 District. For all other purposes, the use described in this definition shall be treated under the appropriate category of motor vehicle sales.

SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, the following term, along with its corresponding definition:

"Moped" means a motor-driven scooter, motor-driven cycle or similar vehicle that is propelled by a small engine which produces not more than two gross brake horsepower, has a displacement of not more than fifty cubic centimeters or produces not more than fifteen hundred watts final output, and is capable of a maximum speed of not more than thirty miles per hour on a flat surface with not more

than one percent grade in any direction when the motor is engaged. For purposes of the provisions of this Title relating to vehicle sales, mopeds shall be considered retail goods rather than motor vehicles.

SECTION 6: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 7: 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 8: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-8 – Updates the zoning provisions pertaining to child care facilities to make them consistent with each other and with applicable licensing provisions. (TXT-36167) Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the zoning provisions pertaining to child care facilities to make those provisions consistent with each other and with applicable licensing provisions. The bill contains no substantive changes and is merely intended to correct and update terminology.

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. 2010-8

BILL NO. 2010-8

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE ZONING PROVISIONS PERTAINING TO CHILD CARE FACILITIES TO MAKE THEM CONSISTENT WITH EACH OTHER AND WITH APPLICABLE LICENSING PROVISIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler,
Director of Planning and Development

Summary: Updates the zoning provisions pertaining to child care facilities to make them consistent with each other and with applicable licensing provisions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: The entries for the uses "Child Care – Family Home (1-6 Children)," "Child Care – Family Home (7-12 Children)" and "Child Care Center," as found in the "Institutional and Community Service" element of Table 2, are hereby amended to read respectively as follows:

USE: [Child Care - Family Home (1-6 Children)] Child Care - Family Home

RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
P	P	P	P	P	P	P	P	P	P	P										

Description:
A residential dwelling used primarily as a residence which also provides day or overnight care for a maximum of 6 children for compensation. Such a use is subject to the child care regulations and standards of the [Department of Finance and Business Services, including the ability to provide care for up to 3 additional children before and after school hours] State of Nevada.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

USE: [Child Care - Family Home (7-12 Children)] Child Care - Group Home

RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
S	S	S	S	S	S	S	S	S	S											

Description:
A residential dwelling used primarily as a residence which also provides day or overnight care for a minimum of 7 children and a maximum of 12 children for compensation. Such a use is subject to the child care regulations and standards of the [Department of

Finance and Business Services, including the ability to provide care for up to 3 additional children before and after school hours] State of Nevada.

Minimum Special Use Permit Requirements:

*1. The minimum lot size shall be 6500 square feet.

*2. The site shall be designed so that all loading and unloading of passengers occurs on-site.

*3. In order for this use to be conducted on a parcel developed with multi-family housing, the child care must be provided within a separate structure.

*4. The use shall be subject to the child care regulations and standards of the [Department of Finance and Business Services.] State of Nevada.

5. Access to the facility shall be by means of a right-of-way with a width of 60 feet or less.

6. The use of outdoor play areas shall be limited to the hours between 6:00 A.M. and 10:00 P.M.

7. All lighting shall be designed so it does not shine directly onto any abutting residential property.

On-site Parking Requirement: One space for each staff member, plus one space for each 6 children..

USE: Child Care Center

RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
S	S	S	S				S	S	S	S	S	C	C	C	P	P	P	P	P	P

Description:

Any commercial facility which provides day or overnight care for more than 12 children. Such a use is subject to the child care regulations and standards of the [Department of Finance and Business Services.] State of Nevada.

Conditional Use Regulations:

1. Access to the child care center shall be by means of a collector street or larger.

2. The maximum lot coverage shall not exceed 30 percent.

3. The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout of driveways, circulation patterns and parking must be approved by the City Traffic Engineer prior to the issuance of any building permits.

4. Where structures or play areas have residential adjacency:

a. An 8-foot high block wall shall be installed along the common property line, with an additional buffer of evergreen trees along the play area. The trees shall be a minimum of 24-inch box, shall be installed at a minimum of 20 feet on center, and shall be a variety that will grow together to form a visual screen.

b. The building entrance and access shall be oriented away from residential uses on local streets.

c. Outdoor play shall be limited to daylight hours.

d. Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.

On-site Parking Requirement: One space for each staff member, plus one space for each 10 children.

SECTION 3: 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 definitions of the terms "Child Care – Group Home (1-6 Children)," "Child Care – Group Home (7-12 Children)" and "Child Care Center" to read respectively as follows:

["Child Care – Group Home (1-6 Children)"] "Child Care – Family Home" means a residential dwelling used primarily as a residence which also provides day or overnight care for a maximum of

six children for compensation. Such a use is subject to the child care regulations and standards of the [Department of Finance and Business Services, including the ability to provide care for up to three additional children before and after school hours.] State of Nevada.

["Child Care – Group Home (7-12 Children)"] "Child Care – Group Home" means a residential dwelling used primarily as a residence which also provides day or overnight care for a minimum of seven and a maximum of twelve children for compensation. Such a use is subject to the child care regulations and standards of the [Department of Finance and Business Services, including the ability to provide care for up to three additional children before and after school hours.] State of Nevada.

"Child Care Center" means any commercial facility which provides day or overnight care for more than twelve children. Such a use is subject to the child care regulations and standards of the [Department of Finance and Business Services.] State of Nevada.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-6-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, 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

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss the upcoming labor negotiations

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss the upcoming labor negotiations

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1844 Navajo Lake Way in the amount of $4,690 (General Fund) and assess a maximum of $43,550 in daily civil penalties. PROPERTY OWNER: BAO SHUXIN - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 4,690
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired GraEagle Construction to remove all trash and high vegetation from all yard areas and post No Trespassing signs. To date, there have been ten (10) inspections conducted at this location. The value of the property based on the sale date of August 2009 was $125,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $800 invoice for GraEagle Construction services in addition to other fees assessed for a total of $4,690 and consider assessing a maximum of $43,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Rescheduled Hearing Notice

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1844 Navajo Lake Way in the amount of $4,690 (General Fund) and assess a maximum of $43,550 in daily civil penalties. PROPERTY OWNER: BAO SHUXIN – Ward 1 (Tarkanian)

GraEagle Construction completed work on June 22, 2009 at a cost of $800; $1,320 in reinspection fees (w/late fees); $2,450 in civil penalties; plus a 15% administrative fee for a total of $4,690.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

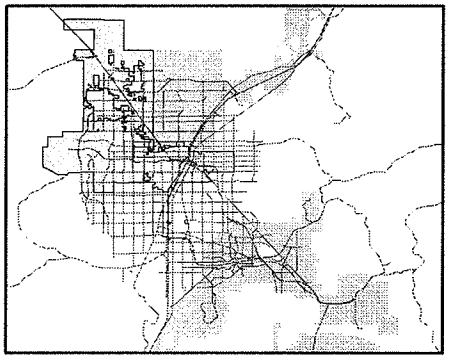
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1844 NAVAJO LAKE WAY
CROSS STREETS LAKE MEAD//TENAYA

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

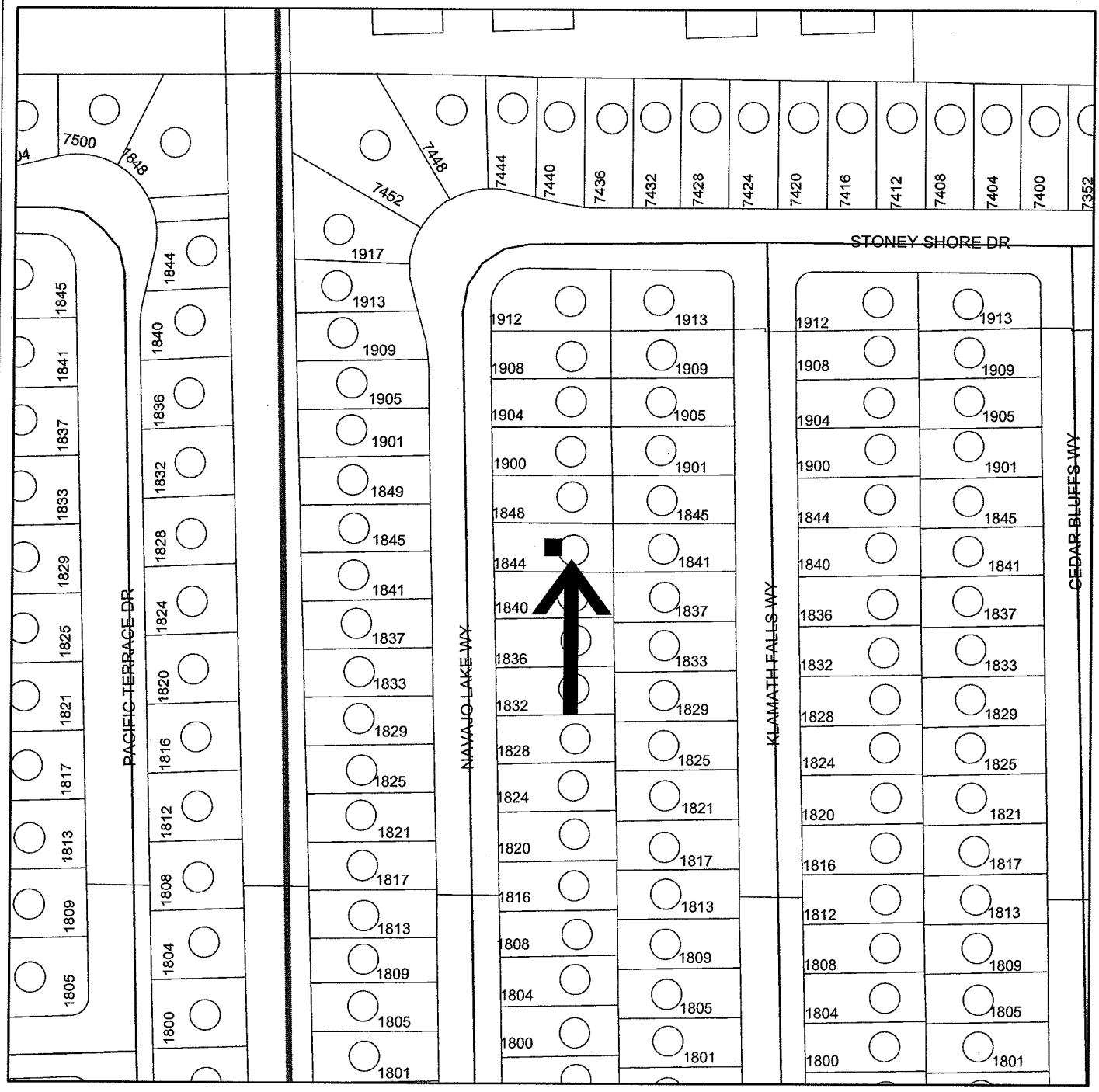


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

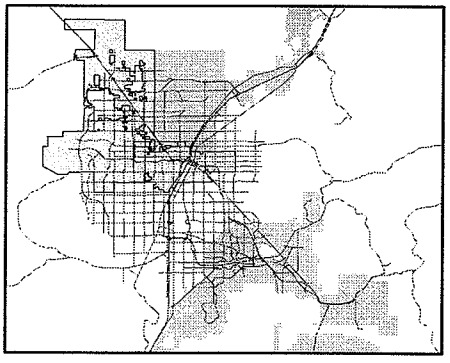
1844 NAVAJO LAKE WAY
CROSS STREETS LAKE MEAD//TENAYA

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: November 23, 2009

Re: Report of Expenses for the abatement of nuisance located at 1844 Navajo Lake Way - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding, removing all trash and high vegetation from all yard areas and posting No Trespassing signs. The abatement was completed by GraEagle Construction on August 22, 2009 at a cost of $800.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board	$505.00
Remove all trash	$125.00
Remove all high vegetation	$95.00
Post No Trespassing signs	$75.00
AMOUNT DUE:	$800.00
Administrative Processing Fee:	$120.00
Sub-Total:	$920.00
Reinspection Fees (w/late fees):	$1,320.00
Civil Penalties:	$2,450.00
TOTAL AMOUNT DUE:	**$4,690.00**
Daily Civil Penalties – 92 days @ $500 a day (excluding civil penalty fees already assessed) March 23, 2009 to June 22, 2009	**$43,550.00**
MAXIMUM TOTAL:	**$48,240.00**
OWNER OF RECORD	BAO SHUXIN
PROPERTY ABATED:	1844 NAVAJO LAKE WAY
ASSESSOR PARCEL:	138-22-310-060
LEGAL DESCRIPTION:	TENAYA WEST #1A BY LEWIS HOMES
	PLAT BOOK 48 PAGE 45
	LOT 304 BLOCK F

DSS:ld

GraEagle Construction, LLC
4570 W Post Road, Suite 100
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	William E Quinn IV	4570 W Post Rd #100 LV 89118	702-656 2889
2.	Gerardo Pasquale	4570 W Post Rd #100 LV 89118	702-248 0170
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

GraEagle Construction, LLC

By: Gerardo E Pasquale

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of March, 2008.

Victoria A Salcedo
Notary Public in and for Clark County,
State of Nevada

VICTORIA A. SALCEDO
Notary Public, State of Nevada
Appointment No. 98-4945-1
My Appt. Expires Oct 3, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 6, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 6, 2010,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1844 NAVAJO LAKE WAY**. The Director of Neighborhood Services certifies that the sum of **$4,690.00** was expended and Civil Penalties in the sum of **$43,550.00** may be imposed for a total of **$48,240.00.** Owner of record at time of abatement: **BAO SHUXIN - WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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CASENO 75359 CODEENF **02218-73**

Address: **1844 NAVAJO LAKE WY** **CITZ**

Vacant house.Garage Door, Fell in towards the garage, and wide open with door laying inside on a bunch of stuff inside. Caller says there is possibly a prostitute, squatting in this house. comes and goes all times of the day, front door was kicked in and probably proped from inside.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13822310066	0.09 ACRE	TENAYA WEST #1A BY LEWIS HOMES

Owner Information:

10-Sep-09		BAO SHUXIN
		2019 W 46TH AVE; VANCOUVER, BC V6M 2K8
06-Aug-09	10-Sep-09	FEDERAL NATIONAL MORTGAGE ASSN
		3415 VISION DR; COLUMBUS, OH 43219-6009
16-Aug-07	23-Aug-07	KITADA MARIA
		1844 NAVAJO LAKE WY; LAS VEGAS, NV 89128
10-Aug-02	16-Aug-07	KWOK HARRY Y M & SARA MAY
		15051 MERLOT DR; STERLING HEIGHTS, MI 48312-6713
23-Aug-07	06-Aug-09	KITADA MARIA
		1844 NAVAJO LAKE WY; LAS VEGAS, NV 89128-3291

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
984733	Failed		3/10/2009	03/10/2009 15:05	03/10/2009 15:45	40
984733	Failed		3/12/2009	03/12/2009 13:50	03/12/2009 14:10	20
984733	Failed		3/13/2009	03/13/2009 11:55	03/13/2009 12:05	10
984733	Failed		3/17/2009	03/17/2009 13:20	03/17/2009 13:30	10
984692	Passed	Partial	3/18/2009	03/20/2009 13:30	03/20/2009 13:40	10
984733	Failed		3/24/2009	03/25/2009 13:45	03/25/2009 14:00	15
984733	Failed		4/3/2009	04/03/2009 13:15	04/03/2009 13:25	10
890246	Failed		4/27/2009	04/29/2009 13:19	04/29/2009 13:19	0
984733	Failed		5/8/2009	05/12/2009 11:50	05/12/2009 12:00	10
940274	Passed		5/26/2009	06/30/2009 9:00	06/30/2009 9:15	15
					Time in Minuets:	**140**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-PAINTING	3/10/2009	6/30/2009	DAMAGE TO INSIDE OF FRONT DOOR FRAME, FRONT DOOR NOT SECUR
REPAIR DOOR FRAME SO THAT FRONT DOOR CAN BE SECURED			
A-PAINTING	3/10/2009	6/30/2009	DAMAGED GARAGE DOOR, LAYING ON GROUND
REPAIR OR REPLACE DAMAGED GARAGE DOOR & SECURE			
A-REFUSE/WST	3/10/2009	6/30/2009	ALL YARD AREAS
REMOVE ALL R/W			
A-BLD	3/10/2009	6/30/2009	HOUSE OCCUPIED, NO UTILITIES (POWER, WATER, GAS)
RESTORE ALL UTILITIES OR VACATE PROPERTY			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	7/16/2009 8:12:00 AM	LIDIA MCKENZIE	0
lm) VIDEO COMPLETED PER #19 - ADJUSTED INVOICE RECEIVED; PAID TO GRAEAGLE $800.			
MISC	7/15/2009 9:38:00 AM	LIDIA MCKENZIE	0
LM)RECEIVED ADJUSTED INVOICE FROM GRAEAGLE ($800) W/DECLARATION OF DISPOSAL COMPLIANCE FORM. E-MAILED BUYER (CANDICE BUFORD) TO ADVISE OF INVOICE FOR $1295 TO BE ADJUSTED (-$495). C.BUFORD ADJUSTED INVOICE. AMOUNT DUE TO CONTRACTOR: $800			
MISC	7/1/2009 1:34:00 PM	LIDIA MCKENZIE	0
lm) PER #19 - POST VIDEO COMPLETED (NO REQUEST MADE). SAID GRAEAGLE TO SUBMIT REVISED BID AS THEY DID NOT HAVE TO BOARD WINDOWS/DOORS NOR REPLACE GARAGE DOOR. THIS WAS DONE BY SOMEONE ELSE. SPOKE TO JERRY @ GRAEAGLE WHO SAID HE WILL SUBMITE REVISED BID.			
VIDPST	6/30/2009 6:57:00 AM	VICKI OZUNA	0
19) Post Video and Pictures completed.			
MISC	6/10/2009 6:58:00 AM	VICKI OZUNA	0
19) Spoke with Graeagle const. Rep advised garage door has been replaced by someone. Advised we would remove off of the bid.			
VIDREQ	6/4/2009 8:40:00 AM	LIDIA MCKENZIE	0
LM) RECEIVED START DATE FM GRAEGLE CONST. FOR: 6/15/09 TO BE COMPLETED BY 6/19/09. PRE-ABATEMENT VIDEO REQUEST SENT TO #19.			
BIDA	6/2/2009 3:44:00 PM	LIDIA MCKENZIE	0
LM) REQ.#152386/PO#270934 APPROVED BY D.SMITH; AWARD LTR SENT TO GRAEAGLE CONSTRUCTION, LLC ($1,295); AWAITING START DATE.			
MEET	5/29/2009 10:30:00 AM	VICKI OZUNA	30
19) Met with LMH on conditions for abatement. Approved to proceed with abatement. File forwarded to office staff.			
REFER	5/21/2009 7:59:00 AM	SCOTT SLOVIS	0
34) Assigned case to 19.			
MISC	5/18/2009 11:11:00 AM	LIDIA MCKENZIE	0
CERT MAIL ADDRESSED TO MARIA KITADA @ 1844 NAVAJO LAKE WY, LAS VEGAS. RETURNED: "UNABLE TO FORWARD, NO FORWARD ORDER ON FILE, RETURN TO POSTMASTER OF ADDRESSEE FOR REVIEW"			
MISC	5/13/2009 11:28:00 AM	SCOTT SLOVIS	0
34) Gave case to 19 to proceed with abatement.			
INSP	5/12/2009 11:50:00 AM	SCOTT SLOVIS	10
34) Garage door still down, front door still open, still high weeds, still refuse & waste. Photos. $180 + $500 fee.			
PHONE	5/12/2009 8:00:00 AM	SCOTT SLOVIS	0
34) Left another message for Nevin.			
PHONE	5/11/2009 8:19:00 AM	SCOTT SLOVIS	0
34) Called Nevin, left message asking if property secure & clean.			
INSP	5/6/2009 10:52:00 AM	JOHNNA PEREYDA	1
22)call from Nevin Hole (southern nevada service co)403-3524 stated he will suggest an emergency bid from chase homes to take care of problem. he will call by end of day on 8th with abatement date. c/b 5-8			
MISC	5/5/2009 5:35:00 PM	LIDIA MCKENZIE	0
lm) RETURNED MAIL (REGULAR), ADDRESSED TO MARIA KITADA @ 1844 NAVAJO LAKE WY, LV 89128 - "RETURN TO SENDER - ATTEMPTED NOT KNOWN - UNABLE TO FORWARD"			
NTCABT	4/29/2009 1:19:00 PM	JOHNNA PEREYDA	0
22)posted 10 day notice for abatement. garage broken failed inspeciton			
MISC	4/28/2009 4:02:00 PM	LIDIA MCKENZIE	0
lm) sent 10 DAY BEFORE ABATEMENT LTR to OWNER OF RECORD. C/B 5/8 - to #34 FOR POSTING.			
PHONE	4/27/2009 8:36:00 AM	LIDIA MCKENZIE	0
CALLER STATES THAT PROPERTY IS BEING TRESPASSED AT NIGHT. THERE IS LIGHT ON AND PEOPLE COMING AND GOING DURING THE NIGHT TIME			
BIDR	4/24/2009 4:39:00 PM	LIDIA MCKENZIE	0
lm) RECEIVED BIDS: (1) GRAEAGLE CONSTRUCTION: $1,295; (2)WEAVER CONSTRUCTION: $1,375; (3) NDX: $1,849; (4)DISASTER KLEEN-UP: $2,037; (5)REGENCY DESIGN & LANDSCAPING: $2,300.			

BIDS	4/20/2009 1:44:00 PM	LIDIA MCKENZIE	0
LM) FAXED BID TO CONTRACTORS, DUE BACK 04-24-09			
MISC	4/17/2009 10:27:00 AM	SCOTT SLOVIS	0
34) GAVE CASE TO LIDIA TO OBTAIN BIDS.			
MISC	4/15/2009 11:10:00 AM	LIDIA MCKENZIE	0
MAIL ADDRESSED TO MARIA KITADA @ 1844 NAVAJO LAKE WY, LAS VEGAS, RETURNED: " RETURN TO SENDER, UNCLAIMED, UNABLE TO FORWARD"			
MISC	4/9/2009 8:04:00 AM	SCOTT SLOVIS	0
34) SPK W/ 19 ABOUT CASE. SHE'S PREPARING BIDS.			
MISC	4/7/2009 9:30:00 AM	SCOTT SLOVIS	0
34) GAVE CASE TO 19 TO BEGIN ABATEMENT PROCESS. REQUESTING WE BOARD ALL OPENINGS, REMOVE ALL R/W IN S/YARD & R/YARD, & TRIM ALL HIGH WEEDS IN R/YARD.			
EMAIL	4/7/2009 9:28:00 AM	SCOTT SLOVIS	0
34) PROVIDED UPDATE TO 19.			
INSP	4/3/2009 1:15:00 PM	SCOTT SLOVIS	10
34) GARAGE DOOR STILL DOWN, MISSING WATER HEATER IN GARAGE. POWER ON, WATER STILL OFF, FRONT DOOR STILL UNSECURE, STILL R/W. PHOTOS. $180 + $500 FEE. CALLED ANGELA, STATED SHE'S NO LONGER LIVING AT PROPERTY. STILL HAS BELONGINGS IN HOUSE, TOLD HER TO			
INSP	4/3/2009 1:15:00 PM	SCOTT SLOVIS	10
34) REMOVE ALL HER THINGS BY THIS WEEKEND. SHE STATED BACK DOOR IS ALSO NOT SECURE. ELEMENTARY SCHOOL (EDITH & LLOYD KATZ) A FEW BLOCKS FROM HERE.			
EMAIL	3/31/2009 11:37:00 AM	SCOTT SLOVIS	0
34) PROVIDED UPDATE TO 19.			
PHONE	3/31/2009 11:24:00 AM	SCOTT SLOVIS	0
34) CALLED ANGELA 677-6119, ADVISED HER PROPERTY MUST BE VACATED. SHE BECAME UPSET & ASKED FOR A FEW DAYS TO LEAVE PROPERTY. ASKED IF SHE WOULD LIKE ASSISTANCE W/ RELOCATION, ANGELA REFUSED. C/B 4-3.			
PHONE	3/31/2009 11:15:00 AM	SCOTT SLOVIS	0
34) CALLED WATER DISTRICT SUPERVISOR WINTON WARD AGAIN. HE STATED FOR VARIOUS REASONS, WATER WILL NOT BE TURNED BACK ON & WATER DISTRICT WILL BE MONITORING TO MAKE SURE WATER NOT BEING STOLEN.			
PHONE	3/31/2009 6:51:00 AM	SCOTT SLOVIS	0
34 RECEIVED MSG FROM ANGELA STATING PERSON NEVER SHOWED TO INSTALL WATER HEATER. STILL NO WATER TO HOUSE.			
EMAIL	3/26/2009 8:46:00 AM	SCOTT SLOVIS	0
34) SENT E-MAIL TO CHASE ASKING IF THEY HAVE THE LOAN ON THIS PROPERTY.			
RESEAR	3/26/2009 8:38:00 AM	SCOTT SLOVIS	0
34) NOTICE OF TRUSTEE SALE RECORDED 3-10-09.			
INSP	3/25/2009 1:45:00 PM	SCOTT SLOVIS	15
34) GARAGE DOOR STILL DOWN, MISSING WATER HEATER IN GARAGE. POWER ON, WATER STILL OFF, FRONT DOOR STILL UNSECURE, STILL R/W. PHOTOS. SPK TO ANGELA AT PROPERTY, STATED HER PHONE 677-6119 NOW WORKS. ALSO STATED WATER HEATER BEING INSTALLED TONIGHT & SHE			
INSP	3/25/2009 1:45:00 PM	SCOTT SLOVIS	15
34) WILL CALL WATER DISTRICT TOMORROW TO TURN ON WATER. $180 + $500 FEE.			
PHONE	3/24/2009 3:30:00 PM	SCOTT SLOVIS	0
34) TRIED CALLING 503-8374, GOES TO VOICEMAIL (MALE VOICE).			
PHONE	3/24/2009 2:00:00 PM	SCOTT SLOVIS	0
34) RET CALL FROM WATER DISTRICT SUPERVISOR WINTON WARD 258-3804. STATED HE DOESN'T SEE ANY PROBLEMS W/ TURNING WATER BACK ON IN ANGELA'S NAME IF SHE PROVIDES LEASE AGREEMENT & REQUIRED DEPOSIT. HE'LL HAVE SOMEONE FOLLOW UP W/ ANGELA & GET BACK TO ME.			
MISC	3/24/2009 9:34:00 AM	LIDIA MCKENZIE	0
LM) certified mail addressed to MARIA KITADA at 1844 Navajo Lake Wy - returned "RETURN TO SENDER - ATTEMPTED NOT KNOWN - UNABLE TO FORWARD"			
MISC	3/24/2009 8:40:00 AM	ELIZABETH DOUGLAS	0
ED) PLACED NOTICE AND ORDER RECORDED 3/19/09 IN FILE.			

PHONE	3/24/2009 7:00:00 AM	SCOTT SLOVIS	0

34) RECEIVED MSG FROM ANGELA STATING SHE'S OUT OF TOWN, BUT IS TRYING TO GET WATER TURNED ON. SHE FAXED LEASE AGREEMENT TO WATER DISTRICT. SHE WILL BE BACK TODAY. PROVIDED NEW # TO CALL HER 503-8374.

INSP	3/20/2009 1:30:00 PM	ANTHONY ROGERS	10

33) No one found around the house, appears vacant, missing water heater in garage. Met with neighbor at 1848 who advised female Anegela has not been seen since last friday. Advised to call Metro if anyone seen at residence, case back to 19.

RECORD	3/19/2009 7:33:00 AM	JESSICA LARRAMENDY	0

JL) Recorded Seventy-Two (72) Hour Vacate Nuisance Notice and Order to Comply dated March 13, 2009. Recorded in Book: 20090319 Inst: 03190

MISC	3/17/2009 2:32:00 PM	SCOTT SLOVIS	0

34) ASSIGNED CASE TO 19. REQUESTING WE PROCEED W/ VACATING HOUSE, BOARDING ALL OPENINGS, & REMOVING ALL R/W.

PHONE	3/17/2009 2:23:00 PM	SCOTT SLOVIS	0

34) LEFT MSG FOR ANGELA 677-6119 ASKING TO CALL ME IMMEDIATELY. ADVISED WE WILL BE PROCEEDING W/ VACATE & BOARDING ALL DOORS & WINDOWS.

INSP	3/17/2009 1:20:00 PM	SCOTT SLOVIS	10

34) WATER STILL OFF, GARAGE DOOR STILL LAYING ON GROUND, FRONT DOOR FRAME STILL DAMAGED (DOOR WON'T SECURE), STILL R/W. PHOTOS. NO ANSWER WHEN I ANNOUNCED MYSELF AT FRONT DOOR. $180 + $300 FEE.

NOTICE	3/13/2009 2:48:00 PM	LIDIA MCKENZIE	0

LM) 72 HOUR VACATE N&O SENT AFTER OK AND SIGNATURE FROM C. KNIGHT OF B/S. TO #34 FOR POSTING; TO JL FOR RECORDING. C/B 3-17.

NOPOST	3/13/2009 11:55:00 AM	SCOTT SLOVIS	10

34) POST VACATE N&O, PHOTOS. WATER STILL OFF, FRONT DOOR OPEN (INSIDE FRAME DAMAGE). NO ANSWER AT DOOR. $180 + $150 FEE. C/B 3-17.

MISC	3/13/2009 9:00:00 AM	SCOTT SLOVIS	0

34) LEFT VACATE N&O AT BLDG DEPT FOR CHRIS KNIGHT'S SIGNATURE.

INSP	3/12/2009 1:50:00 PM	SCOTT SLOVIS	20

34) DOOR, IF ONE CAN'T BE FOUND SHE WILL GET NEW ONE WITHIN 2 WEEKS. ADVISED HER HOUSE IN FORECLOSURE & BANK WILL SOON BE GETTING HOUSE BACK. ANGELA NOW HAS WORKING PHONE 677-6119.

INSP	3/12/2009 1:50:00 PM	SCOTT SLOVIS	10

34) POWER NOW ON, WATER STILL OFF. STILL DAMAGED GARAGE DOOR & R/W, PHOTOS. $120 FEE. SPK TO ANGELA, STATED SHE WILL LOOK FOR HER LEASE AGREEMENT & CONTACT WATER DISTRICT TO ACTIVATE WATER ACCOUNT. SHE ALSO HAS CONTRACTOR LOOKING FOR REPLACEMENT GARAGE

NOREQ	3/12/2009 7:17:00 AM	SCOTT SLOVIS	0

34) GAVE CASE TO 19 FOR VACATE N&O REVIEW.

PHONE	3/11/2009 11:41:00 AM	SCOTT SLOVIS	0

34) RECEIVED MSG FROM TENANT ANGELA, NO CALL BACK # LEFT. SHE STATED TO ME YESTERDAY THAT SHE DOES NOT HAVE PHONE. SHE NEEDS TO VACATE PROPERTY IF WATER CAN'T BE TURNED BACK ON.

PHONE	3/11/2009 11:17:00 AM	SCOTT SLOVIS	0

34) UNDER HER NAME TO GET WATER TURNED BACK ON. THIS WILL BE DIFFICULT BECAUSE PROPERTY OWNER CAN'T BE LOCATED, HOUSE IN FORECLOSURE.

PHONE	3/11/2009 11:17:00 AM	SCOTT SLOVIS	0

34) CALLED WATER DISTRICT 870-4194, VERIFIED WATER IS OFF, PAST DUE BALANCE OF $2000 NEEDS TO BE PAID FOR WATER TO BE TURNED BACK ON, NAME ON ACCOUNT IS VYES VITAL (OWNER'S ALLEGED BUSINESS PARTNER). TENANT ANGELA WILL NEED TO PROVIDE LEASE AGREEMENT

FORCLO	3/11/2009 10:47:00 AM	SCOTT SLOVIS	0

34) DEFAULT RECORDED 12-9-08. TRUSTEE ASSIGNED 1-7-09.

RESEAR	3/11/2009 10:40:00 AM	SCOTT SLOVIS	0

34) NO SEWER #. NO #'S FOUND ON WHITEPAGES OR ZABA.

MISC	3/11/2009 7:30:00 AM	SCOTT SLOVIS	0

34) MAILED CN COPY TO COUNTY RECORD.

PHONE	3/11/2009 7:00:00 AM	SCOTT SLOVIS	0

34) CALLED ED BROOKS W/ NEVADA ENERGY 218-7162, VERIFIED HOUSE SHOULD HAVE POWER. STATED POWER WAS RESTORED ON 3-2. MAY JUST BE TURNED OFF AT PANEL. TENANT ANGELA PETRICONE IS ON ACCOUNT.

INSP	3/10/2009 3:05:00 PM	SCOTT SLOVIS	40

34) ALL UTILITIES (POWER, WATER, GAS) OFF. D/WAY- BEIGE FORD MINIVAN 777-TBS (NV). GARAGE DOOR DAMAGED & LAYING ON GROUND. ALL YARD AREAS- R/W (STOVE TOP, COMPUTER, BED FRAME, WOOD, GAME TABLE, DEBRIS, DISHWASHER, OFFICE CHAIR). INSIDE OF FRONT DOOR

INSP	3/10/2009 3:05:00 PM	SCOTT SLOVIS	40

34) FRAME DAMAGED, LOOSELY SECURED & FRONT DOOR WILL EVENTUALLY BE OPEN. SPK TO TENANT ANGELA PETRICONE AT PROPERTY, STATED POWER WAS OFF BUT SHOULD NOW BE ON. SHE WILL ALSO TRY & GET WATER TURNED BACK ON. SHE DOES NOT HAVE PHONE #. DOES NOT KNOW WHERE

INSP	3/10/2009 3:05:00 PM	SCOTT SLOVIS	40

34) OWNER IS. PROVIDED # FOR OWNER'S BUSINESS PARTNER YVES VITAL (703)725-3001, WHO IS IN VIRGINIA. NO ANSWER, GOES TO VOICEMAIL. LEFT MSG. POSTED RED TAG & CN, PHOTOS. ADVISED ANGELA TO TURN ON ALL UTILITIES OR VACATE PROPERTY WITHIN 24 HRS. C/B 3-12.

MISC	3/10/2009 10:20:00 AM	SCOTT SLOVIS	0

34) WILL CHECK THIS FOR 33 TODAY. ASSIGNED CASE TO ME.

Time in minuets: **271**

APN 138-22-310-066
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **BAO SHUXIN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-22-310-066**
Commonly known as: **1844 Navajo Lake Way**
Legal Description: **TENAYA WEST #1A BY LEWIS HOMES**
PLAT BOOK 48 PAGE 45
LOT 304 BLOCK F

On **June 22, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$4,690.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$43,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$48,240.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 6, 2010** ordered the above charges in the amount of **$48,240.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #75359

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

January 7, 2010

CASE #75359
Certified/Regular Mail
Return Receipt Requested

Bao Shuxin
2019 W 46th Avenue
Vancouver BC V6M 2K8 Canada

RE: Notice of Abeyance - 1844 Navajo Lake Way

Dear Property Owner:

At the City Council meeting held on January 6, 2010, Agenda Item #54 was held in abeyance and is now scheduled to be heard on January 20, 2010. This will be a public hearing to recover costs for the abatement conducted on June 22, 2009 at the property located at 1844 Navajo Lake Way.

For your information, a copy of the Report of Expenses is enclosed.

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

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

cc: Maria Kitada, 1844 Navajo Lake Way, Las Vegas, NV 89128-3291
Federal National Mortgage Assn, 3415 Vision Drive, Columbus, OH 43219

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 2712 Fire Water Court in the amount of $3,647 (General Fund) and assess a maximum of $50,050 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON TRS - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,647
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Regency Design & Landscaping to remove all dead vegetation and high weeds from all areas of the property, and secure open side gate to rear yard. To date, there have been eight (8) inspections conducted at this location. The value of the property based on the sale date of August 2009 was $318,199.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $500 invoice for Regency Design & Landscaping services in addition to other fees assessed for a total of $3,647 and consider assessing a maximum of $50,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Rescheduled Hearing Notice

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 2712 Fire Water Court in the amount of $3,647 (General Fund) and assess a maximum of $50,050 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON TRS – Ward 2 (Wolfson)

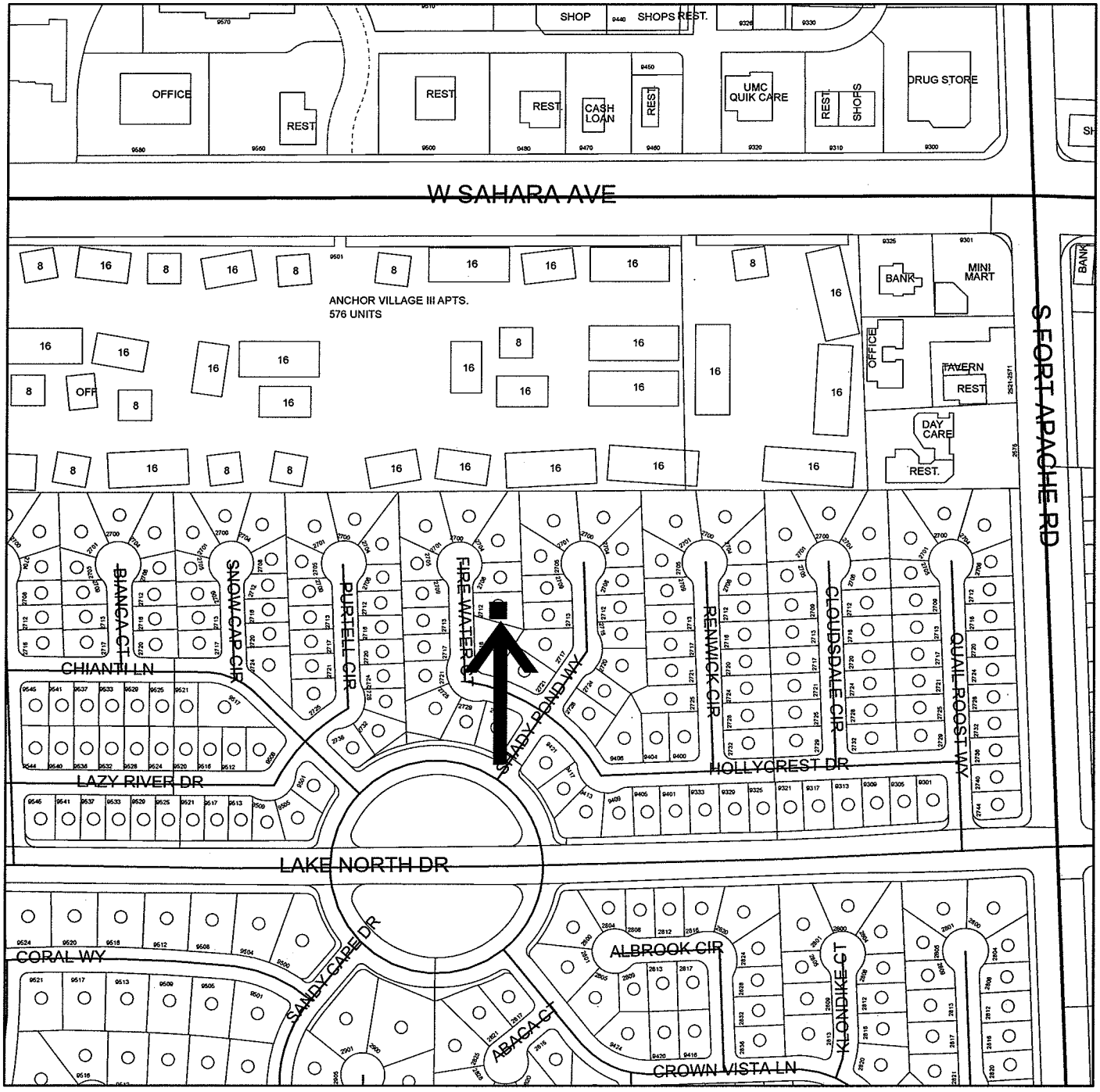
Regency Design & Landscaping completed work on July 7, 2009 at a cost of $500; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,647.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

2712 FIRE WATER COURT
CROSS STREETS FT APACHE//SAHARA

City of Las Vegas Vicinity Map



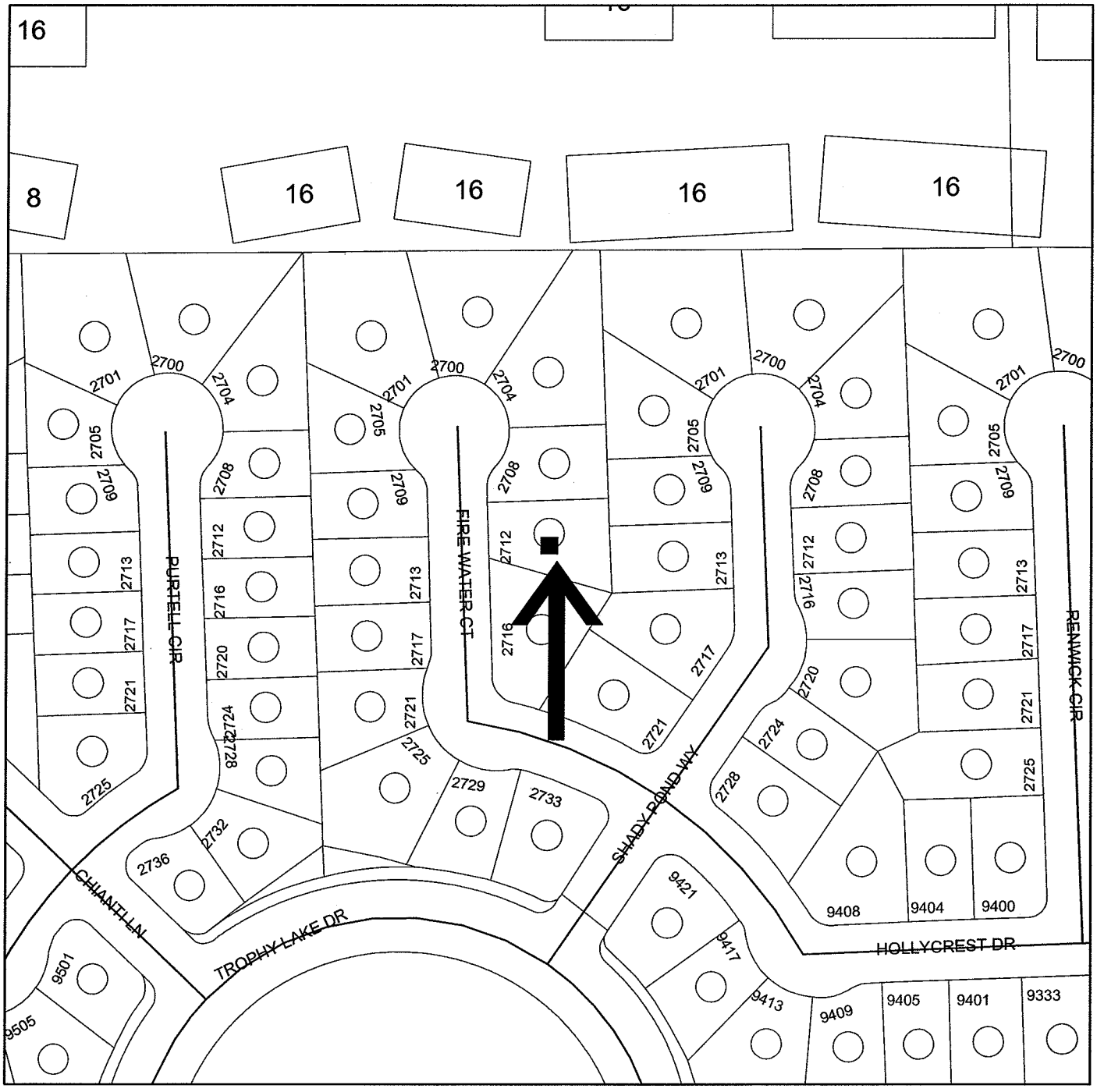
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

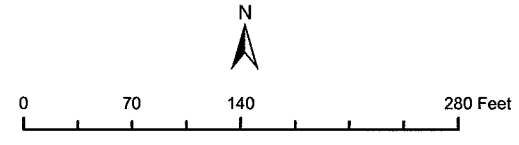
Geographic Information System
Planning & Development Dept.
702-229-6301

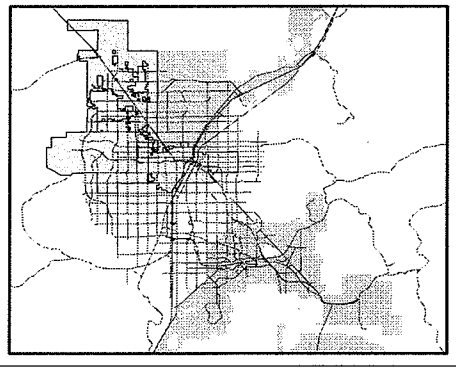
PLANNING & DEVELOPMENT

2712 FIRE WATER COURT
CROSS STREETS FT APACHE//SAHARA

City of Las Vegas Vicinity Map







GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: November 23, 2009

Re: Report of Expenses for the abatement of nuisance located at 2712 Fire Water Court - Ward 2 (Wolfson)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all dead vegetation and high weeds from all areas of the property, and securing open side gate to rear yard. The abatement was completed by Regency Design & Landscaping on July 7, 2009 at a cost of $500.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all dead vegetation from all areas	$200.00
Secure open side gate to rear yard	$100.00
Remove all high weeds from all areas of property	$200.00
AMOUNT DUE:	$500.00
Administrative Processing Fee:	$75.00
Sub-Total:	$575.00
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,647.00**
Daily Civil Penalties – 104 days @ $500 a day (excluding civil penalty fees already assessed) March 26, 2009 to July 7, 2009	**$50,050.00**
MAXIMUM TOTAL:	**$53,647.00**
OWNER OF RECORD	BANK NEW YORK MELLON TRS
PROPERTY ABATED:	2712 FIRE WATER CT
ASSESSOR PARCEL:	163-07-512-013
LEGAL DESCRIPTION:	BLUFFS UNIT #8B
	PLAT BOOK 39 PAGE 98
	LOT 13 BLOCK 1

DSS:ld

Regency Design & Landscaping, Inc.
P O Box 35768
Las Vegas, NV 89133-5768

Disclosure of Principals

The principals and partners of *Regency Design & Landscaping, Inc.* and all persons and entities holding more than 1% interest in *Regency Design & Landscaping, Inc.* or any principal of *Regency Design & Landscaping, Inc.* are the following:

	Full Name	Business Address	Business Phone
1.	Tracy Cameron Hepner	P.O. Box 35768 Las Vegas, NV 89133	702-656-8759
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Regency Design & Landscaping, Inc.

By: Tracy Cameron Hepner

State of Nevada)
) ss.
County of Clark)

Notary Public - State of Nevada
County of Clark
KAY E. BODKIN
My Appointment Expires
No: 03-84472-1 June 30, 2011

Subscribed and sworn to before me, a Notary Public,
on this 24th day of February, 2009.

Kay E. Bodkin

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 6, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 6, 2010,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **2712 FIRE WATER COURT**. The Director of Neighborhood Services certifies that the sum of **$3,647.00** was expended and Civil Penalties in the sum of **$50,550.00** may be imposed for a total of **$54,197.00.** Owner of record at time of abatement: **BANK NEW YORK MELLON TRS - WARD 2 (WOLFSON)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 72112 CODEENF **02615-27**

Address: **2712 FIRE WATER CT**

WEB
445452

COMPLAINANT: ELISS MARTINEZ @ 233-6587

The house has been neglected for more than three years. The front yard is a jungle of weeds, the wrought iron gates are falling off thier hinges. In general it has been an eye sore in this neighborhood for several years

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16307512013	0.14 ACRE	BLUFFS UNIT #8B

Owner Information:

10-Aug-02	16-Dec-04	ARNOLD LAURA
		2712 FIRE WATER CT; LAS VEGAS, NV 89117-0400
16-Dec-04	20-Aug-09	ALVADZHYAN KARAPET
		2712 FIRE WATER CT; LAS VEGAS, NV 89117-0400
20-Aug-09		BANK NEW YORK MELLON TRS
		400 COUNTRYWIDE WY SV-35; SIMI VALLEY, CA 93065-6298

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
860034	Failed	11/21/2008	12/09/2008 12:55	12/09/2008 13:00	5
860034	Failed	12/22/2008	12/23/2008 13:40	12/23/2008 13:45	5
860034	Failed	1/5/2009	03/05/2009 13:45	03/05/2009 13:50	5
984747	Failed	3/17/2009	03/17/2009 10:05	03/17/2009 10:12	7
984747	Failed	3/31/2009	03/31/2009 10:41	03/31/2009 10:45	4
983955	Failed	5/11/2009	05/08/2009 16:10	05/08/2009 16:15	5
940274	Failed	7/6/2009	07/01/2009 13:45	07/01/2009 13:45	0
940274	Passed	7/10/2009	07/10/2009 10:11	07/10/2009 10:12	0
				Time in Minuets:	31

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-WEEDS	12/9/2008		
CUT/REMOVE WEEDS			
A-DEAD VEG	12/9/2008		
REMOVE DEAD TREES/VEGETATION			
A-PAINTING	3/5/2009		
REPAIR/REPLACE DETERIORATED SOUTH SIDE GATE TO CODE			
A-WATER	3/19/2009		
REMOVE DIRTY,STAGNANT WATER			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	7/15/2009 9:21:00 AM	LIDIA MCKENZIE	0
LM) PER #19- POST ABATEMENT VIDEO COMPLETE. PAID TO REGENCY DESIGN & LANDSCAPING, INC. $500- RECEIPT #256337			
VIDPST	7/10/2009 10:13:00 AM	VICKI OZUNA	0
19) Post abatement video and pictures completed. Property clean and secure. Case closed.			

VIDREQ	7/7/2009 1:42:00 PM	LIDIA MCKENZIE	0

lm) received fax from REGENCY DESIGN & LANDSCAPING, advising that work was completed on 7/6/09. Prepared post-abatement video request & forwarded to #19 w/paperwork.

VIDPRE	7/1/2009 1:44:00 PM	VICKI OZUNA	0

19) Pre-video and pictures completed. Abatement to move forwards on high weed removal from all yards, dead vegetation from all yards, and side gate needs to be secured.

VIDREQ	7/1/2009 7:48:00 AM	LIDIA MCKENZIE	0

LM) PER #19 - REGENCY DESIGN REPORTS START DATE OF 7/1/09 - REQUESTED PRE-ABATEMENT VIDEO AND SUBMITTED TO #19

PHONE	7/1/2009 7:31:00 AM	VICKI OZUNA	0

19) rec'd call from Daryl from Regency to begin today. Requested Abatement packet to go and perform Pre-Video

BIDA	6/30/2009 3:20:00 PM	LIDIA MCKENZIE	0

lm) RECEIVED PO #271868 - SENT AWARD LTR TO REGENCY DESIGN & LANDSCAPING ($500)

MEET	6/24/2009 2:57:00 PM	ANTHONY GUARINO	0

21)LM approved abatement

REFER	6/18/2009 10:12:00 AM	ERIC MCCOY	1

25) case forwarded for approval on clean up bid for DEAD VEGITATION, HIGH WEEDS and BROKEN GATE rquired under pool code

PHONE	6/18/2009 10:00:00 AM	ERIC MCCOY	10

25) called RECONTRUST at 1-800-281-8219. spoke to Percilla. they have no property preservation dept and will take no action to clean. property still in owners name and will be sold.

RESEAR	6/18/2009 9:50:00 AM	ERIC MCCOY	1

25) possible morgage holder ReconTruct Company NA 225 Hillcrest dr MS TO 88 Thousand Oaks CA 93021 1-800-281-8219 fax 1-805-955-5851

PHONE	6/18/2009 9:48:00 AM	ERIC MCCOY	2

25) call possible ph# for owners possible businessGinas house of Beauty (818) 788-0303 wrong number

PHONE	6/18/2009 9:47:00 AM	ERIC MCCOY	3

25) called from white pages possible phone numbers for owners business MVA Jewelry 323-962-7790 no answer no v-mail 323-8188 wrong number

RESEAR	6/18/2009 9:33:00 AM	ERIC MCCOY	11

25) fidelity national default 225 s lake Ave Pasadena CA 91101 is a processing center not a bank for default loans

PHONE	6/18/2009 9:14:00 AM	ERIC MCCOY	1

25) CALLED PH# 323-769-8188 LEFT MSG

FORCLO	6/18/2009 9:07:00 AM	ERIC MCCOY	1

25) DEFAULT 4/2/09

RESEAR	6/18/2009 8:42:00 AM	ERIC MCCOY	1

25) default found on county recorders dated 4/2/09 for FIDELITY NATIONAL DEFAULT SOLUTIONS

REFER	6/10/2009 4:10:00 PM	ERIC MCCOY	1

25) CASE FORWARD TO ABATE, PROPERTY HAS NOT CHNAGED SINCE POOL PUMPED. NO CONTACT FROM ANYONE.DEAD VEGITATION, HIGH WEEDS AND DAMAGED GATE TO BE ABATED AS IS ON BID. PIC

STATUS	6/9/2009 10:00:00 AM	ERIC MCCOY	5

25) lost pictures from 5/8 inspection, had to go back. weeds were cut i would guess by neighbor have grown back, DEAD VEGITATION in front a dead tree and some bushes, HIGH WEEDS in all yards and a BROKEN GATE hanging on its hinges needs to be abted.

DIRECT	5/11/2009 6:00:00 AM	VICKI OZUNA	0

19) CASE ASSIGNED TO 25 TO POST

INSP	5/8/2009 4:10:00 PM	ERIC MCCOY	5

25) *** $180 inspecton + $500 civil applied ***, pool drained. GATE STILL BROKEN OFF HING AND LAYING ON GROUND, HIGH WEEDS IN FRONT< DEAD VEGITATION small trees and bushes in front due to lack of water. going forward on abatement.

NOPOST	5/8/2009 4:10:00 PM	ERIC MCCOY	5

25) posted N&O TEN DAY BEFORE ABATEMENT. house secure

MISC	5/7/2009 4:39:00 PM	LIDIA MCKENZIE	0

LM) SENT 10-DY BEFORE ABATEMENT TO OWNER OF RECORD; TO #19 FOR POSTING. C/B 5/18/09

BIDR	5/5/2009 10:17:00 AM	LIDIA MCKENZIE	0
BIDS RECEIVED: REGENCY DESIGN & LANDSCAPING= 500; GRAEAGLE CONSTRUCTION = $540			
BIDS	4/30/2009 4:26:00 PM	LIDIA MCKENZIE	0
lm) sent request for quotes to all contractors; due 5/5 by 5 pm			
DIRECT	4/23/2009 9:40:00 AM	VICKI OZUNA	0
19) No response on from phone number from owner. file forwarded to LD to move forward and obtain bids.			
RESEAR	4/1/2009 12:00:00 PM	VICKI OZUNA	140
19) Checked all sources for info on owner, Found phone number at 323-769-8188, with address of 6638 Hollywood Blvd, Hollywood CA. Called number left message.			
INSP	3/31/2009 10:41:00 AM	DONALD ERNST	4
35)Some high weeds in front and side yards.Dead trees on left perimeter.Gate to rear yard down.House secure.Small amount of stagnant water in pool.Took pictures.Refer to 19.$180 + 500			
INSP	3/31/2009 10:41:00 AM	DONALD ERNST	4
35)Some high weeds in front and side yards.Dead trees on left perimeter.Gate to rear yard down.House secure.Small amount of stagnant water in pool.Took pictures.Refer to 19.			
MISC	3/30/2009 8:17:00 AM	LIDIA MCKENZIE	0
certified mail addressed to KARAPET ALVADZHYAN at 6638 Hollywood Blvd., CA address - returned "RETURN TO SENDER - NOT DELIVERABLED - UNABLE TO FORWARD. "moved out"			
MISC	3/25/2009 8:15:00 AM	LIDIA MCKENZIE	0
certified & regular mail addressed to KARAPET ALVADZHYAN at 13720 Ventura Blvd. California address - returned "RETURN TO SENDER - ATTEMPTED UNKOWN - UNABLE TO FORWARD			
MISC	3/24/2009 8:33:00 AM	ELIZABETH DOUGLAS	0
ED) PLACED NOTICE AND ORDER RECORDED 3/19/09 IN FILE.			
MISC	3/24/2009 8:14:00 AM	LIDIA MCKENZIE	1
regular mail addressed to KARAPET ALVADZHYAN at 2712 Fire Water address - returned "RETURN TO SENDER - NOT DELIVERABLED - UNABLE TO FORWARD-			
MISC	3/19/2009 8:12:00 AM	LIDIA MCKENZIE	1
certified mail addressed to KARAPET ALVADZHYAN at 2712 Fire Water address - returned "RETURN TO SENDER - NOT DELIVERABLED - UNABLE TO FORWARD- VACANT.			
RECORD	3/19/2009 7:38:00 AM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance Notice and Order to Comply dated March 16, 2009. Recorded in Book: 20090319 Inst: 03182			
NOPOST	3/17/2009 10:05:00 AM	DONALD ERNST	7
35)Notice and order posted.$180 + $300			
NOTICE	3/16/2009 3:00:00 PM	LIDIA MCKENZIE	0
LM) AFTER RVW AND CHANGES - SENT OUT N&O TO OWNER OF RECORD (DO NOT SEND COPY TO MORT CO AS IN REQ. PER #19); TO JL FOR RECORDING & #19 FOR POSTING. C/B 3-27-09			
DIRECT	3/16/2009 11:46:00 AM	VICKI OZUNA	0
19) This case is now assigned to 35			
NOREQ	3/9/2009 8:15:00 AM	GERALD GUZMAN	10
27)PREPARED N&O.REFERRED TO 19 FOR REVIEW.CALL BACK3/19			
INSP	3/5/2009 1:45:00 PM	GERALD GUZMAN	5
27)SITUATION REMAINS THE SAME.HIGH GRASS/WEEDS IN FRONT.DEAD TREE/VEGETATION ON NORTH SIDE.BROKEN SOUTH SIDE GATE IS OFF HINGES,HELD TOGETHER W/BAILING WIRE(POOL IN REAR).ASSESS $180 + $150,WILL SUBMIT FOR N&O.			
NOREQ	1/26/2009 4:00:00 PM	GERALD GUZMAN	10
27)PREPARED N&O,REFERRED TO 19 FOR REVIEW			
PHONE	1/26/2009 3:45:00 PM	GERALD GUZMAN	-235
27)CALLED VENTURA ADDRESS,818-788-0303,N/A,LEFT MESSAGE ON VOICE MAIL.			
RESEAR	1/26/2009 3:00:00 PM	GERALD GUZMAN	20
27)NO OTHER OWNERSHIP ON RECORD.OTHER ADDRESS FOR KARAPET IS 13720 VENTURA BLVD,SHERMAN OAKS,CA 91423-3024,TEL# 818-788-0303.DEFAULT IN 10/07,PER ASSESSOR'S RECORD.			
INSP	1/22/2009 11:50:00 AM	GERALD GUZMAN	5
27)SITUATION REMAINS THE SAME.HIGH WEEDS,DEAD TREE(S),DETERIORATED SOUTH SIDE GATES/FENCE.ASSESS $180+$150.WILL PREPARE N&O.			

CNI	12/23/2008 5:00:00 PM	GERALD GUZMAN	5

27)MAILED COPY OF CN TO OWNER AT 6638 HOLLYWOOD BLVD,HOLLYWOOD,CA 90028-6208 AND ADDRESS IN LAS VEGAS.CALL BACK1/5

INSP	12/23/2008 1:40:00 PM	GERALD GUZMAN	5

27)NO IMPROVEMENT.HIGH WEEDS,T/D,DRY/DEAD TREES/VEGETATION.GATE IS NOW OFF HINGES.HOUSE IS SECURE AT THIS TIME.ASSESS $120.ISSUED FINAL NOTICE,CALL BACK1/5

CNI	12/15/2008 4:00:00 PM	GERALD GUZMAN	5

27)POSSILBE PH#323-466-7696.CALLED #, PERSON HUNG-UP,SAYING "NO ENGLISH".POSSIBLE OWNER ADDRESS,6638 HOLLYWOOD BLVD,HOLLYWOOD,CA,90028-6208.MAILED COPY OF CN,CALL BACK12/22

INSP	12/9/2008 12:55:00 PM	GERALD GUZMAN	5

27)HIGH WEEDS,DEAD TREES,VEGETATION,T/D IN FRONT.POWER IS ON.GAS IS OFF.LEFT CN AT GATE,CALL BACK12/16 TO CHECK PROPERTY

Time in minuets: **39**

APN 163-07-512-013
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **BANK NEW YORK MELLON TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-07-512-013**
Commonly known as: **2712 Fire Water Court**
Legal Description: **BLUFFS UNIT #8B**
PLAT BOOK 39 PAGE 98
LOT 13 BLOCK 1

On **July 7, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,647.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$50,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$53,697.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 6, 2010** ordered the above charges in the amount of **$53,697.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #72112

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

January 7, 2010

CASE #72112
Certified/Regular Mail
Return Receipt Requested

Bank New York Mellon TRS
400 Countrywide Way, SV-35
Simi Valley,CA 93065-6298

RE: 2712 Fire Water Court

Dear Property Owner:

At the City Council meeting held on January 6, 2010, Agenda Item #55 was held in abeyance and is now scheduled to be heard on January 20, 2010. This will be a public hearing to recover costs for the abatement conducted on July 7, 2009 at the property located at 2712 Fire Water Court.

The Department of Neighborhood Services has submitted a Report of Expenses to the City Clerk.

For your information, a copy of the Report of Expenses is enclosed.

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

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

cc: Karapet Alvadzhyan, 2712 Fire Water Court, Las Vegas, NV 89117-0400

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 5317 Del Monte Avenue in the amount of $2,530.50 (General Fund) and assess a maximum of $46,050 in daily civil penalties. PROPERTY OWNER: JOSEPH JON GAHRY - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,530.50
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to board all openings, paint over graffiti, remove all trash, debris, high vegetation, and post No Trespassing signs. To date, there have been five (5) inspections conducted at this location. The value of the property based on the sale date of December 2009 was $110,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,350 invoice for American Demolition services in addition to other fees assessed for a total of $2,530.50 and consider assessing a maximum of $46,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 5317 Del Monte Avenue in the amount of $2,530.50 (General Fund) and assess a maximum of $46,050 in daily civil penalties. PROPERTY OWNER: JOSEPH JON GAHRY – Ward 1 (Tarkanian)

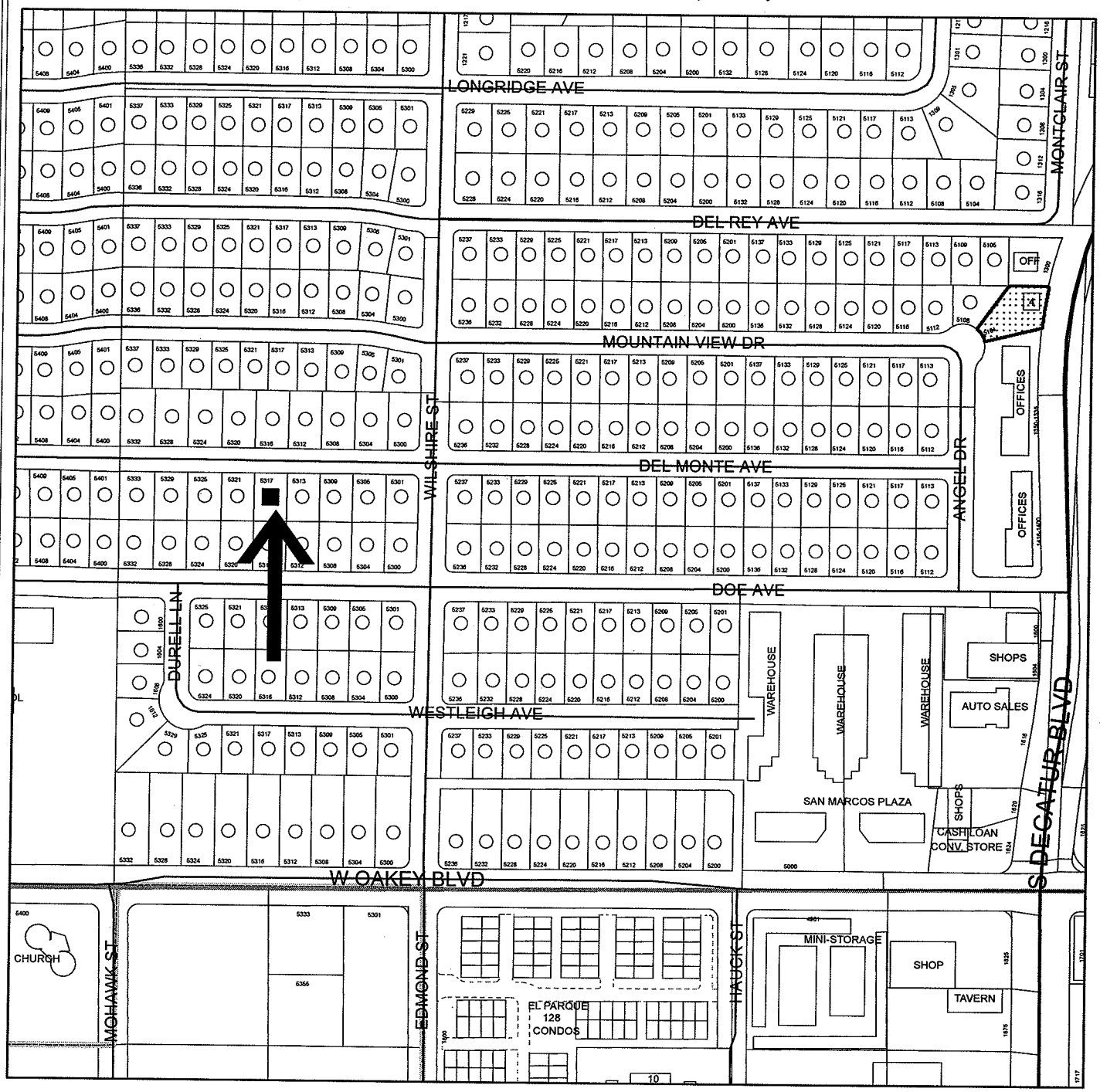
American Demolition completed work on June 8, 2009 at a cost of $1,350; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $2,530.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Vacant or Abandoned Danderous Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

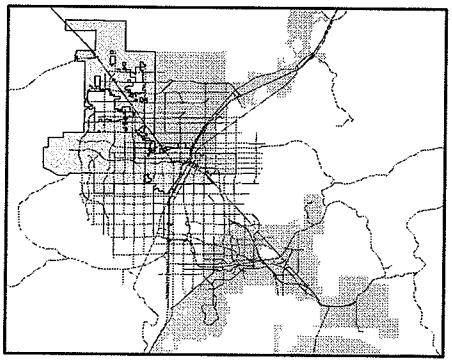
5317 DEL MONTE AVENUE
CROSS STREETS - DECATUR//OAKEY

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

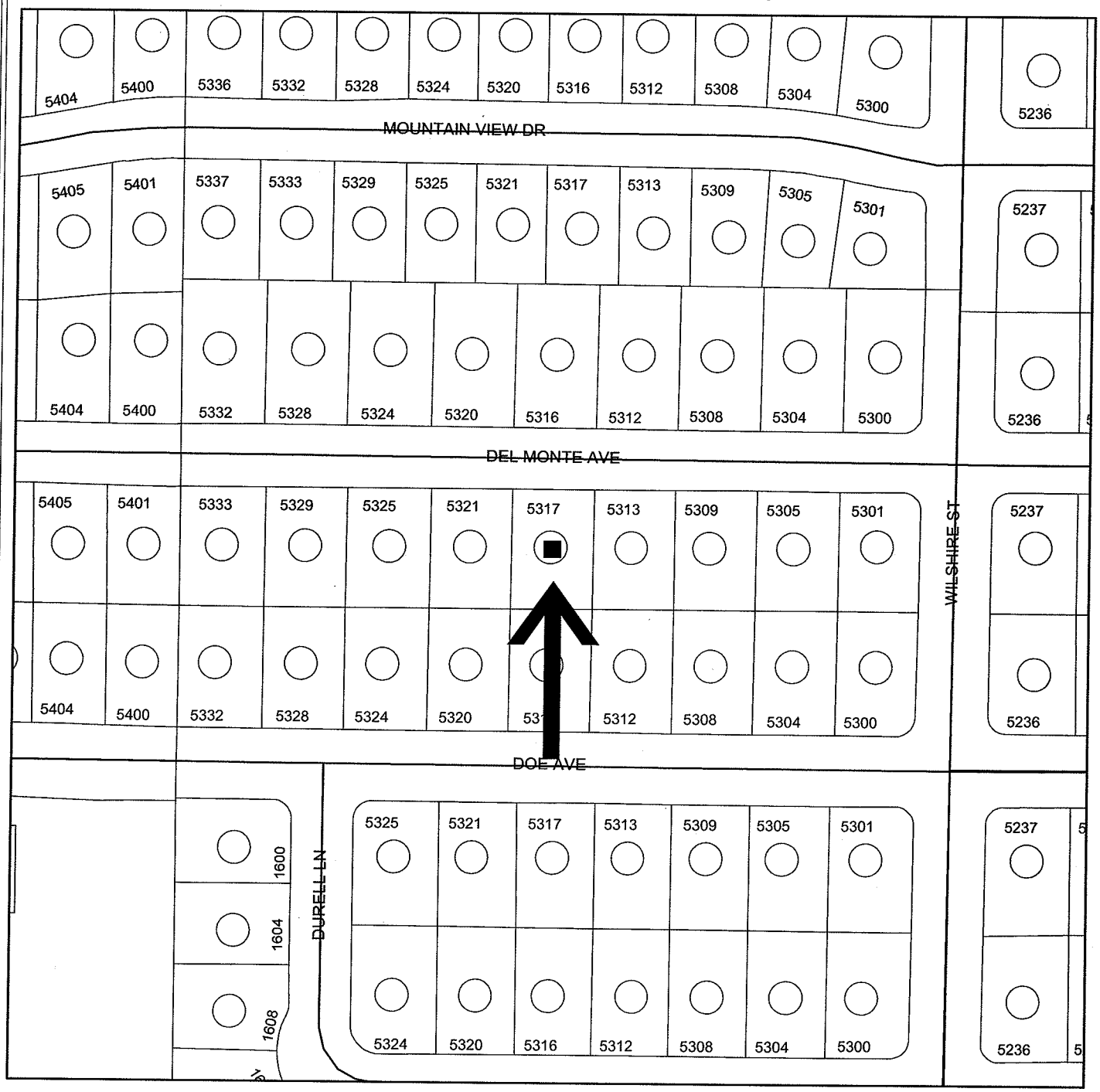


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

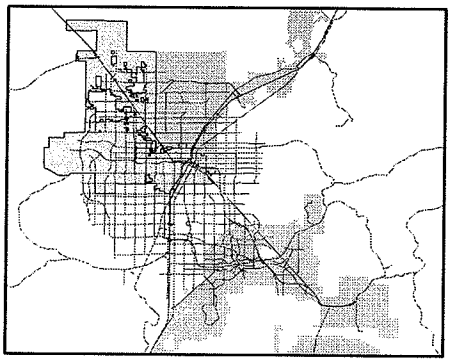
5317 DEL MONTE AVENUE
CROSS STREETS - DECATUR//OAKEY

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 29, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building at 5317 Del Monte Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all openings to City of Las Vegas specifications, painting over graffiti, removing all trash, debris, high vegetation, and posting No Trespassing signs. The abatement was completed by American Demolition on June 8, 2009 at a cost of $1,350.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all openings to CLV specifications	$850.00
Remove all graffiti	$250.00
Remove all trash and debris	$100.00
Remove all high vegetation	$100.00
Post signs (No Trespassing/Dumping/Vehicles)	$50.00
AMOUNT DUE:	**$1,350.00**
Administrative Processing Fee:	202.50
Sub-Total:	$1,552.50
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$2,530.50**
Daily Civil Penalties – 93 days @ $500 a day (excluding civil penalty fees already assessed) March 8, 2009 to June 8, 2009	**$46,050.00**
MAXIMUM TOTAL:	**$48,580.50**
OWNER OF RECORD:	JOSEPH JON GAHRY
PROPERTY ABATED:	5317 Del Monte Avenue
ASSESSOR PARCEL:	163-01-613-014
LEGAL DESCRIPTION:	CHARLESTON HILLS UNIT #4
	PLAT BOOK 9 PAGE 64
	LOT 5 BLOCK 2

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Jack Praeger	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praeger

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

Artilur Williams

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 20, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 20, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **5317 DEL MONTE AVENUE.** The Director of Neighborhood Services certifies that the sum of **$2,530.50** was expended and Civil Penalties in the sum of **$46,050.00** may be imposed for a total of **$48,580.50.** Owner of record at time of abatement: **JOSEPH JON GAHRY – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

CASENO 74647 ABANDB **02521-47**

Address: **5317 DEL MONTE AVE**

CITZ

Vacant house for at least 4 months, has pool in back yard, gate is broken down, West side window might be broke, Graffiti all over the front garage, shingles missing. People go in the night.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16301613014	0.16 ACRE	CHARLESTON HILLS UNIT #4

Owner Information:

10-Aug-02	28-Jun-07	ANSON STEPHEN RINGI GERRIE
		5317 DEL MONTE AVE; LAS VEGAS, NV 89146-1301
28-Jun-07	27-Mar-08	NETRWORK FUNDING % G SCHNITZER ESQ
		1389 GALLERIA DR #200; HENDERSON, NV 89014-6686
15-May-08	21-Aug-08	NETRWORK FUNDING % G SCHNITZER
		1389 GALLERIA DR #200; HENDERSON, NV 89014-6686
10-Dec-09	17-Dec-09	DEVELOPERS MARKETING SOLUTIONS % Z SZORENYI
		900 S 4TH ST #204; LAS VEGAS, NV 89101-6805
21-Aug-08	01-Oct-09	A P HOLDINGS L L C % L VANEGAS
		7580 E GRAY RD #202; SCOTTSDALE, AZ 85260-3408
08-May-08	15-May-08	NETRWORK FUNDING % G SCHNITZER
		1389 GALLERIA DR #200; HENDERSON, NV 89014
17-Dec-09	24-Dec-09	CRAIN DENISE MARIE GAHRY JOSEPH JON
		968 S CARMELINA AVE; LOS ANGELES, CA 90049
24-Dec-09		GAHRY JOSEPH JON
		5317 DEL MONTE AVE; LAS VEGAS, NV 89146-1301
27-Mar-08	21-Aug-08	NETRWORK FUNDING % G SCHNITZER
		1389 GALLERIA DR #200; HENDERSON, NV 89014-6686
01-Oct-09	10-Dec-09	L C H VEGAS L L C
		425 N FEDERAL HWY; HALLANDALE, FL 33009-3448

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed	2/23/2009	02/12/2009 11:28	02/12/2009 11:32	4
982400	Failed	3/10/2009	03/10/2009 10:50	03/10/2009 10:55	5
984747	Failed	4/23/2009	04/28/2009 11:01	04/28/2009 11:08	7
984747	Failed	5/12/2009	05/12/2009 13:01	05/12/2009 13:07	5
982400	Passed	6/15/2009	06/22/2009 9:48	06/22/2009 9:48	0
				Time in Minuets:	21

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-GRAFFITI	2/23/2009		REMOVE GRAFFITI FROM ALL SURFACES, GARAGE DOOR,FRONT OF HO
A-OBSTRUCT	2/23/2009		CUT OLEANDER ON WEST SIDE OF HOUSE TO A HEIGHT LEVEL WITH BL

CASENO 74647 ABANDB **02521-47**

A-WEEDS	2/23/2009	REMOVE ALL HIGH GRASS AND WEEDS TO A HEIGHT NOT TO EXCEED 8
A-REFUSE/WST	2/23/2009	REMOVE ALL REFUSE AND WASTE INCLUDING PALM FRONDS,PLASTIC
A-BLD DNGR	2/23/2009	SECURE ALL OPENINGS TO CLV SPECIFICATIONS OR REPAIR ALL DOOR

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	6/24/2009 2:00:00 PM	LAURA DEARMOND	0
Ld) $1,350 PAID TO AMERICAN DEMOLITION			
MEMO	6/22/2009 9:47:00 AM	LYNN NIHIPALI	0
16)Do not release Notice and Order. Fees associated, close case.			
VIDPST	6/19/2009 10:47:00 AM	LYNN NIHIPALI	8
16)post abatement video and pix taken. Rear door boarded and painted, secure. All trash and debris removed in all yards. Weeds have been cut. Per email from 19, close case			
VIDREQ	6/12/2009 10:42:00 AM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMOLITION COMPLETION DATE 6-12 FAX & SENT VIDEO REQUEST EMAIL TO #19			
VIDPRE	6/5/2009 3:22:00 PM	LYNN NIHIPALI	8
16)Previdео done. Palm fronds,windblown trash litter the yard, rear french doors still open and accessible. High weeds. proceed with abatement.			
VIDREQ	6/4/2009 1:08:00 PM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMOLITION START DATE 6-6 FAX & SENT VIDEO REQUEST TO #16 PER #19 REQUEST			
BIDA	6/4/2009 7:30:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO AMERICAN DEMOLITION			
MEET	5/29/2009 10:30:00 AM	VICKI OZUNA	30
19) Met with LMH on conditions for abatement. Approved to proceed with abatement. File forwarded to office staff.			
MISC	5/1/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) RECEIVED CERTIFIED CARD FROM OWNER A P Holdings, LLC c/o L. Vanegas 7580 E Gray Road, #202 Scottsdale, AZ 85260-3408			
NTCABT	4/28/2009 11:01:00 AM	DONALD ERNST	6
45)Posted 10 day notice before abatement on front door			
MISC	4/24/2009 11:30:00 AM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER A P Holdings, LLC c/o L. Vanegas 7580 E Gray Road, #202 Scottsdale, AZ 85260-3408			
BIDR	4/22/2009 1:53:00 PM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) AMERICAN DEMOLITION $1,350 (2) WEAVER CONSTRUCTION $1,485 (3) NDX $1,849 (4) REGENCY $2,050			
BIDS	4/16/2009 1:31:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 4-21			
REVIEW	4/14/2009 4:11:00 PM	VICKI OZUNA	0
19) Reviewed case and advised by DSS that oleanders can not be cut back. Bid Request redone and submitted to LD.			
MEMO	4/11/2009 12:15:00 PM	LYNN NIHIPALI	0
16)HAS BEEN GIVEN TO DSS TO SEE IF RRT CAN DO THE ABATEMENT, WILL PLACE IN VO'S QUEUE			
MEMO	3/16/2009 10:48:00 AM	LYNN NIHIPALI	0
16)ABATEMENT BID FORM PREPARED, FORWARD TO 19 FOR REVIEW.			
MISC	3/12/2009 7:57:00 AM	ELIZABETH DOUGLAS	0
ED) PLACED NOTICE AND ORDER RECORDED 3/10/09 IN FILE.			

INSP	3/10/2009 10:50:00 AM	LYNN NIHIPALI	5

16)NOTHING HAS BEEN DONE,PALM FRONDS LITTER PROPERTY THROUGHOUT, REAR DOOR IS STILL OPEN AND ACCESSIBLE,OTHER TRASH INCLUDES,FURNITURE,SOME HOUSEHOLD ITEMS,WINDBLOWN TRASH AND DEBRIS, HIGH WEEDS IN FRONT AND SIDE YARD,WOULD LIKE OLEANDER ON WEST SIDE CUT

INSP	3/10/2009 10:50:00 AM	LYNN NIHIPALI	5

16)WILL PREPARE ABATEMENT FORM. PIX, FAIL, FEE

RECORD	3/10/2009 9:11:00 AM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dngr Bldg dated February 26, 2009 at Clark County. Recorded in Book: 20090310 Inst: 03129

MISC	3/4/2009 2:57:00 PM	LAURA DEARMOND	0

Ld) RECEIVED CERTIFIED CARD FROM OWNER A P Holdings, LLC c/o L. Vanegas 7580 E Gray Road, #202 Scottsdale, AZ 85260-3408

NOPOST	2/27/2009 1:30:00 PM	DONALD ERNST	2

35)Posted notice and order by front entry

DBPROJ	2/26/2009 2:39:00 PM	LAURA DEARMOND	0

Ld) SENT NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING TO OWNER A P Holdings, LLC c/o L. Vanegas 7580 E Gray Road, #202 Scottsdale, AZ 85260-3408

NOREQ	2/20/2009 10:21:00 AM	LYNN NIHIPALI	0

16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.

FORCLO	2/20/2009 10:14:00 AM	LYNN NIHIPALI	0

16)NOTICE OF TRUSTEE SALE 5/20/2008

EMAIL	2/13/2009 7:31:00 AM	LYNN NIHIPALI	0

16)EMAIL SENT TO SAFEGUARD, OWNER IS American Home Mortgage can be reached at 877-304-3100

INSP	2/12/2009 11:28:00 AM	LYNN NIHIPALI	3

16)VACANT HOUSE,OPEN AT REAR FRENCH DOORS,PALM FRONDS LITTER REAR,SIDE AND FRONT YARDS,HAS POOL WITH GATE,AND IS COVERED.GRAFFITI ON FRONT OF HOUSE.HIGH GRASS,FRONT,SIDE AND REAR YARDS.ALSO HAS LARGE OLEANDER, WILL HAVE CUT TO HEIGHT OF WALL.

Time in minuets: **67**

APN 163-01-613-014
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **JOSEPH JON GAHRY**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-01-613-014**
Commonly known as: **5317 Del Monte Avenue**
Legal Description: **CHARLESTON HILLS UNIT #4**
PLAT BOOK 9 PAGE 64
LOT 5 BLOCK 2

On **June 8, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$2,530.50** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$46,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$48,580.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 20, 2010** ordered the above charges in the amount of **$48,580.50**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #74647

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 213 Rosemary Lane in the amount of $2,129.15 (General Fund) and assess a maximum of $35,550 in daily civil penalties. PROPERTY OWNER: PAMELA CRADER - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,129.15
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to remove all trash and high, dry and dead vegetation. To date, there have been seven (7) inspections conducted at this location. The value of the property based on the sale date of November 2006 was $825,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,001 invoice for American Demolition services in addition to other fees assessed for a total of $2,129.15 and consider assessing a maximum of $35,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 213 Rosemary Lane in the amount of $2,129.15 (General Fund) and assess a maximum of $35,550 in daily civil penalties. PROPERTY OWNER: PAMELA CRADER – Ward 1 (Tarkanian)

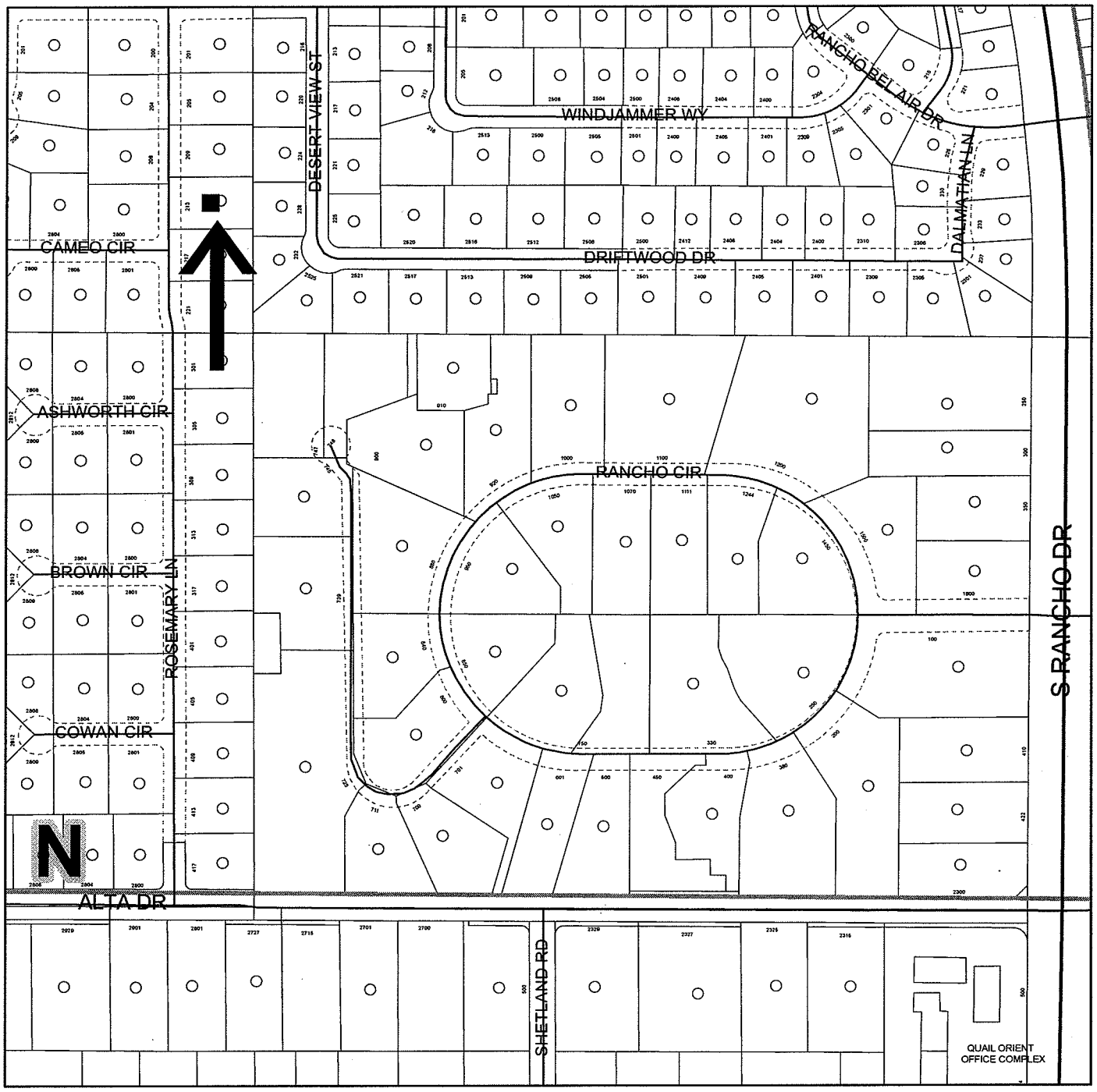
American Demolition completed work on August 31, 2009 at a cost of $1,001; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $2,129.15.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

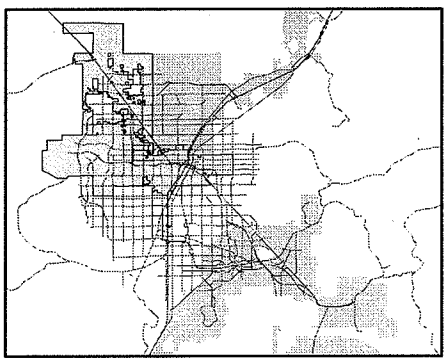
213 ROSEMARY LANE
CROSS STREETS - ALTA//RANCHO

City of Las Vegas Vicinity Map



N

0 190 380 760 Feet

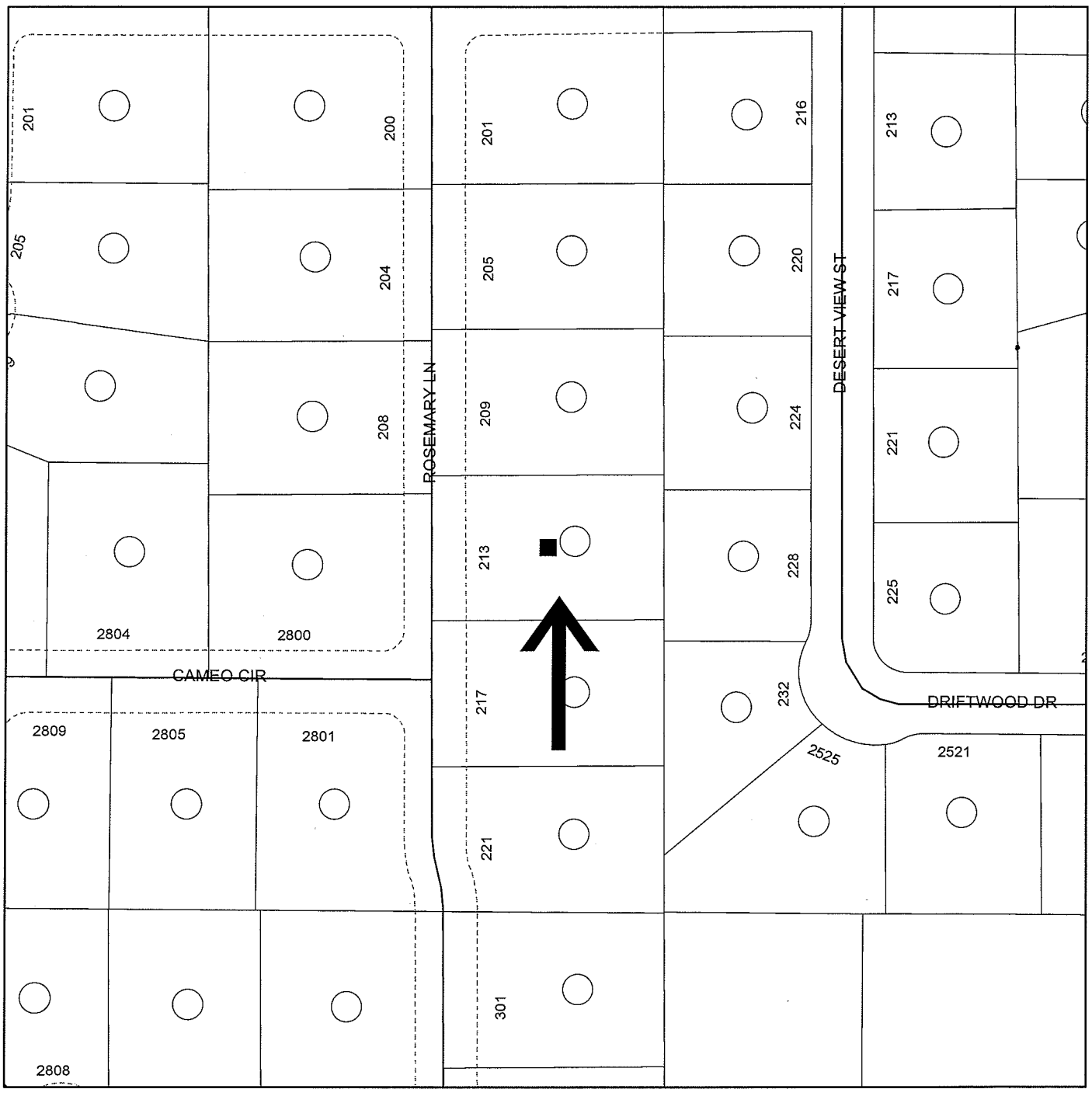


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

213 ROSEMARY LANE
CROSS STREETS - ALTA//RANCHO

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet

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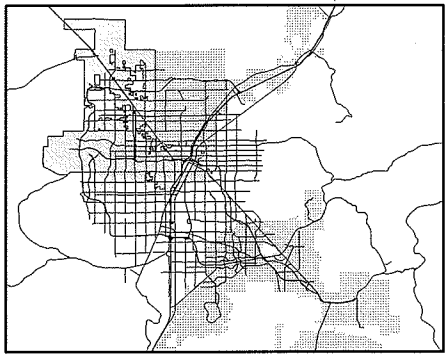
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 8, 2009

Re: Report of Expenses for the abatement of nuisance located at 213 Rosemary Lane - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and high, dry and dead vegetation. The abatement was completed by American Demolition on August 31, 2009 at a cost of $1,001.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash	$601.00
Remove all high, dry and dead vegetation	$400.00
AMOUNT DUE:	$1,001.00
Administrative Processing Fee:	$150.15
Sub-Total:	$1,151.15
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$2,129.15**
Daily Civil Penalties – 72 days @ $500 a day (excluding civil penalty fees already assessed) June 21, 2009 to August 31, 2009	**$35,550.00**
MAXIMUM TOTAL:	**$37,679.15**
OWNER OF RECORD	PAMELA CRADER
PROPERTY ABATED:	213 Rosemary Lane
ASSESSOR PARCEL:	139-32-110-021
LEGAL DESCRIPTION:	RANCHO NEVADA EST UNIT #2
	PLAT BOOK 10 PAGE 77
	LOT 3 BLOCK 6
	& VAC RD

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Jack Praeger	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praeger

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
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STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 20, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 20, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **213 ROSEMARY LANE.** The Director of Neighborhood Services certifies that the sum of **$2,129.15** was expended and Civil Penalties in the sum of **$35,550.00** may be imposed for a total of **$37,679.15.** Owner of record at time of abatement: **PAMELA CRADER – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

CASENO 78021 CODEENF **02423-25**

Address: **213 ROSEMARY LN**

CITZ
508991

abandoned house with dead vegetation and an old real estate sign posted in the front yard.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13932110021	0.53 ACRE	RANCHO NEVADA EST UNIT #2

Owner Information:

30-Nov-06		CRADER PAMELA
		213 ROSEMARY LN; LAS VEGAS, NV 89107-3235
10-Sep-03	30-Nov-06	JOHNSON JOSEPH & NERIZA % DONA MARIAS
		3205 N TENAYA; LAS VEGAS, NV 89129-6240
10-Aug-02	10-Sep-03	MCWILLIAMS DALE K & CAROL ANN
		213 ROSEMARY LN; LAS VEGAS, NV 89107-3235

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
970581	Failed		5/13/2009	05/18/2009 15:40	05/18/2009 15:55	15
970581	Passed	Partial	6/12/2009	06/12/2009 14:49	06/12/2009 14:52	3
982400	Failed		6/22/2009	06/23/2009 11:00	06/23/2009 11:10	10
984747	Failed		7/30/2009	07/30/2009 8:27	07/30/2009 8:29	2
982400	Failed		8/10/2009	08/11/2009 11:21	08/11/2009 11:22	1
982400	Passed	Partial	9/2/2009	09/02/2009 7:59	09/02/2009 8:03	3
982400	Passed		9/3/2009	09/02/2009 11:05	09/02/2009 11:15	10
					Time in Minuets:	**45**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-003	6/12/2009	9/2/2009	All yards
Remove all visible r/w			
AN-006	6/12/2009	9/2/2009	All yards
Cut and remove high weeds			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	9/3/2009 3:49:00 PM	LAURA DEARMOND	0
Ld) $1,001 PAID TO AMERICAN DEMOLITION			
VIDPST	9/2/2009 7:50:00 AM	LYNN NIHIPALI	5
16) Completed			
VIDREQ	9/1/2009 11:34:00 AM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMOLITION INVOICE & SENT VIDEO REQUEST TO #16			
VIDPRE	9/1/2009 10:51:00 AM	VICKI OZUNA	0
19) Pre-Video and stills completed. All violations of high grass, weeds, refuse and waste remain.			
BIDA	8/25/2009 11:22:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO AMERICAN DEMOLITION			

EMAIL	8/25/2009 7:56:00 AM	LAURA DEARMOND	0
Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #156813 $1,001 TO AMERICAN DEMOLITION			
DIRECT	8/25/2009 7:17:00 AM	ANTHONY GUARINO	0
21)abatement approved, refer to office for contrator abatement- Laura			
MEMO	8/11/2009 1:05:00 PM	LYNN NIHIPALI	5
16)Pictures printed, forward file to 19 for CONTINUE WITH ABATEMENT.			
LETTER	8/4/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNER Pamela Crader 213 Rosemary Lane Las Vegas, NV 89107-3235 RETURNED MOVED LEFT NO ADDRESS UNABLE TO FORWARD			
NTCABT	7/30/2009 8:29:00 AM	DONALD ERNST	3
35)Posted 10 day notice before abatement on front door.			
MISC	7/29/2009 2:32:00 PM	LIDIA MCKENZIE	0
lm) scanned and mailed out 10 DAY BEFORE ABATEMENT to owner of record. c/b 8-10-09. TO #19 for posting (#16 on vac).			
BIDR	7/24/2009 1:36:00 PM	LIDIA MCKENZIE	0
QUOTES RECEIVED: (1) AMERICAN DEMOLITION= $1,001; (2) NDX= $1,849;			
BIDS	7/20/2009 2:18:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 7-20			
MEMO	7/13/2009 9:11:00 AM	LYNN NIHIPALI	0
16)Bid sheet prepared. File forwarded to 19 for review, Continue with Abatement.			
FAX	7/6/2009 9:52:00 AM	LYNN NIHIPALI	0
16)Fax sent to the Danner Team. Will give some time to have them contact me with abatement.			
RECORD	6/22/2009 6:39:00 AM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated June 10, 2009 at Clark County. Recorded in Book: 20090622 Inst: 03687.			
MISC	6/15/2009 7:44:00 AM	TASHA DOWNTON	0
WEB COMPLAINT(508991) STATING: Long abandoned house. Debris in front yard. Utilities off for well over a year. Rat's nest in back yard and rats speading to neighboring houses			
MISC	6/12/2009 3:32:00 PM	LIDIA MCKENZIE	1
LM)CERT MAIL & REG MAIL (6/15) ADDRESSED TO PAMELA CRADER @ 213 ROSEMARY LN, LV 89107 - RETURNED: "RETURN TO SENDER - MOVED LEFT NO ADDRESS UNABLE TO FORWARD-RETURN TO SENDER"			
NOPOST	6/12/2009 2:49:00 PM	ROBERT KAEMPFER	3
26) Posted N&O on front door, took pixs, cb 6-22			
NOTICE	6/10/2009 8:51:00 AM	LIDIA MCKENZIE	0
AFTER REVIEW & OK BY #19 - NOTICE & ORDER MAILED OUT TO OWNER: PAMELA CRADER @ 213 ROSEMARY LN; LV 89107. TO #16 FOR POSTING; TO JL FOR RECORDING. C/B - 6/22			
NOREQ	5/28/2009 6:45:00 AM	LYNN NIHIPALI	0
16)Notice and Order prepared and forwarded to 19 for review.			
RESEAR	5/28/2009 6:42:00 AM	LYNN NIHIPALI	0
16)Number for Realtor, will call The Danner Team at to given status and City's intention.			
FORCLO	5/28/2009 6:42:00 AM	LYNN NIHIPALI	0
16) Default filed on 5/26/2009			
INSP	5/18/2009 3:40:00 PM	ROBERT KAEMPFER	15
26) Initial inspection, cb 5-19			
		Time in minuets:	**32**

APN 139-32-110-021
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **PAMELA CRADER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-32-110-021**
Commonly known as: **213 Rosemary Lane**
Legal Description: **RANCHO NEVADA EST UNIT #2**
PLAT BOOK 10 PAGE 77
LOT 3 BLOCK 6
& VAC RD

On **August 31, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$2,129.15** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$35,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$37,679.15** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 20, 2010** ordered the above charges in the amount of **$37,679.15**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #78021

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 224 West Baltimore Avenue in the amount of $5,148.85 (General Fund) and assess a maximum of $29,550 in daily civil penalties. PROPERTY OWNER: JOHNCYN DEVELOPMENT LLC - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,148.85
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to remove all trash, dead trees and limbs, and high vegetation. To date, there have been nine (9) inspections conducted at this location. The value of the property based on the sale date of May 2006 was $79,706.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,199 invoice for American Demolition services in addition to other fees assessed for a total of $5,148.85 and consider assessing a maximum of $29,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 224 West Baltimore Avenue in the amount of $5,148.85 (General Fund) and assess a maximum of $29,550 in daily civil penalties. PROPERTY OWNER: JOHNCYN DEVELOPMENT LLC – Ward 3 (Reese)

American Demolition completed work on August 31, 2009 at a cost of $1,199; $1,320 in reinspection fees (w/late fees); $2,450 in civil penalties; plus a 15% administrative fee for a total of $5,148.85.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

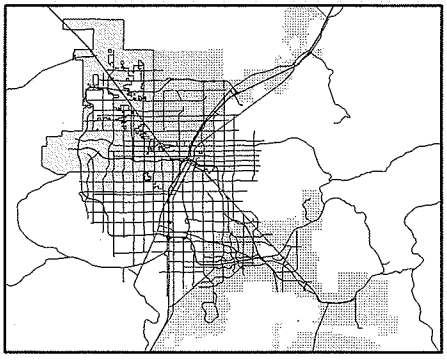
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

224 WEST BALTIMORE AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

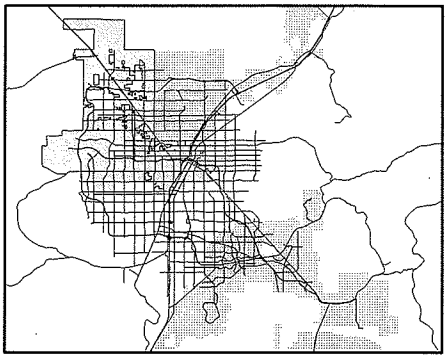


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

224 WEST BALTIMORE AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 9, 2009

Re: Report of Expenses for the abatement of nuisance located at 224 West Baltimore Avenue - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash, dead trees and limbs, and high vegetation. The abatement was completed by American Demolition on August 31, 2009 at a cost of $1,199.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove dead trees and limbs	$600.00
Remove all trash	$499.00
Remove all high vegetation	$100.00
AMOUNT DUE:	$1,199.00
Administrative Processing Fee:	$179.85
Sub-Total:	$1,378.85
Reinspection Fees (w/late fees):	$1,320.00
Civil Penalties:	$2,450.00
TOTAL AMOUNT DUE:	**$5,148.85**
Daily Civil Penalties – 64 days @ $500 a day (excluding civil penalty fees already assessed) June 29, 2009 to August 31, 2009	**$29,550.00**
MAXIMUM TOTAL:	**$34,698.85**
OWNER OF RECORD	JOHNCYN DEVELOPMENT LLC
PROPERTY ABATED:	224 West Baltimore Avenue
ASSESSOR PARCEL:	162-04-813-013
LEGAL DESCRIPTION:	MEADOWS ADD
	PLAT BOOK 1 PAGE 43
	LOT 27 BLOCK 12
	& LOT 28

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 Las NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 20, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 20, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **224 WEST BALTIMORE AVENUE**. The Director of Neighborhood Services certifies that the sum of **$5,148.85** was expended and Civil Penalties in the sum of **$29,550.00** may be imposed for a total of **$34,698.85.** Owner of record at time of abatement: **JOHNCYN DEVELOPMENT LLC – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

CASENO 77632 CODEENF **02524-87**

Address: **224 W BALTIMORE AVE** **WEB**

Please removed downed tree in empty lot W of 220 W Baltimore□Will likely require chainsaws/skid loader.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16204813013	0.15 ACRE	MEADOWS ADD

Owner Information:

10-Aug-02	17-Mar-05	QUIRIN ESTHER A
		224 W BALTIMORE AVE; LAS VEGAS, NV 89102-5007
24-Mar-05	19-May-06	JOSEPH JOHN M
		2304 ZAFRA CT; LAS VEGAS, NV 89102-2017
17-Mar-05	24-Mar-05	JOSEPH JOHN M
		2304 ZAFRA CT; LAS VEGAS, NV 89102
19-May-06		JOHNCYN DEVELOPMENT L L C
		11738 STONEWALL SPRINGS; LAS VEGAS, NV 89138-1577

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
984692	Failed	4/30/2009	05/05/2009 13:00	05/05/2009 13:05	5
984692	Failed	5/24/2009	05/29/2009 9:54	05/29/2009 9:56	2
984692	Failed	6/8/2009	06/08/2009 8:58	06/08/2009 9:00	2
984692	Failed	6/18/2009	06/16/2009 13:39	06/16/2009 13:42	3
984692	Failed	6/26/2009	06/19/2009 14:43	06/19/2009 14:44	2
984692	Failed	6/29/2009	06/29/2009 10:05	06/29/2009 10:07	2
984692	Failed	7/14/2009	07/14/2009 11:13	07/14/2009 11:20	7
984692	Failed	7/24/2009	08/04/2009 9:15	08/04/2009 9:20	5
960066	Passed	8/14/2009	09/08/2009 14:36	09/08/2009 14:36	0
				Time in Minuets:	27

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-007	7/14/2009	9/8/2009	Vacant lot
Remove dead tree and all dead vegetation.			
AN-003	7/14/2009	9/8/2009	Vacant lot
Remove all trash, refuse and litter and keep lotclean while vacant.			
AN-006	7/14/2009	9/8/2009	Vacant lot
Remove all high weeds			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	9/9/2009 9:57:00 AM	LIDIA MCKENZIE	0
lm) per #21 - video complete, OK to pay invoice. submitted for pymt. Receipt #259896			
VIDPST	9/8/2009 2:35:00 PM	ANTHONY GUARINO	0
21)lot clean,gate repaired. video and phots in CC items file close case,hold for lien			

VIDREQ	9/3/2009 1:19:00 PM	LIDIA MCKENZIE	1

LM) E-MAIL FM #21 DATED 8/26/09 ADVISING THAT CONTRACTOR CALLED TO ANNOUCE PROJECT DONE. REQUESTED AFTER-ABATEMENT VIDEO.

PHONE	9/1/2009 9:08:00 AM	LIDIA MCKENZIE	0

lm) left phone message to find out if a start date was submitted.

MISC	8/31/2009 3:11:00 PM	LIDIA MCKENZIE	0

lm) CERT MAIL ADDRESSED TO: JOHNCYN DEVELOPMENT, LLC @ 11738 SOTNEWALL SPRINGS, LAS VEGAS, NV 89138- RETURNED: "UNCLAIMED - RETURN TO SENDER"

BIDA	8/20/2009 3:40:00 PM	LIDIA MCKENZIE	0

lm) received D.SMITH'S APPROVAL (PO #273655); SENT AWARD LTR TO AMERICAN DEMOLITION; AWAITING START DATE.

MISC	8/12/2009 2:31:00 PM	LIDIA MCKENZIE	0

lm) per #21 OK to award bid; submitted into Oracle; E-MAIL TO D. SMITH to approve REQ. #156178 for American Demolition in the amount of $1,199 for scope of work.

MEET	8/11/2009 10:44:00 AM	ANTHONY GUARINO	0

21)ok per LM to award bid

MISC	7/13/2009 5:03:00 PM	LIDIA MCKENZIE	0

lm) SENT OUT 10-DY BEFORE ABTMT TO OWNER: JOHNCYN DEV, LLC @ 11738 STONEWALL SPRINGS, LV 89138. C/B 7-24-09

BIDR	7/9/2009 3:06:00 PM	LIDIA MCKENZIE	0

LM) RECEIVED BIDS: AMERICAN DEMOLITION = $1,199 and WEAVER CONSTRUCTION = $1,450

BIDS	7/6/2009 2:20:00 PM	LIDIA MCKENZIE	0

LM) SENT OUT BIDS REQUEST TO ALL CONTRACTORS - DUE 7/9/09

BIDS	7/6/2009 9:10:00 AM	ANTHONY GUARINO	0

21)refer to office to send bids for abatement

RECORD	6/22/2009 6:43:00 AM	JESSICA LARRAMENDY	0

JL) Recorded Nuisance N&O dated June 19, 2009 at Clark County. Recorded in Book: 20090622 Inst: 03695.

NOTICE	6/19/2009 3:16:00 PM	LIDIA MCKENZIE	0

LM) AFTER REVIEW & OK BY #21 MAILED N&O TO: JOHNCYN DEVELOPMENT @ 11738 STONEWALL SPRINGS AVE., LV 89138; C/B 6-30. TO #33 FOR POSTING; TO JL FOR RECORDING.

NOREQ	6/17/2009 10:04:00 AM	ANTHONY GUARINO	0

21)refer to office

PHONE	6/16/2009 2:00:00 PM	ANTHONY ROGERS	3

33) Located a realtor by name of Cynthia Glickman, 325-2201, left message on cell phone to please call back if associated with property. Glickman Realty. Cell: 702-325-2201
Office: 702-216-8880
Fax: 702-216-8878

INSP	5/5/2009 1:00:00 PM	ANTHONY ROGERS	5

33) Observed tree and high weeds on vacant lot, with refuse, photo's taken, address given was of a dupplex, corrected address is 224, after research located correct owner and sent correction notice on 05/14/09 with call back set for 05/24/09.

Time in minuets: **9**

APN 162-04-813-013
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **JOHNCYN DEVELOPMENT LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-04-813-013**
Commonly known as: **224 West Baltimore Avenue**
Legal Description: **MEADOWS ADD**
PLAT BOOK 1 PAGE 43
LOT 27 BLOCK 12
& LOT 28

On **August 31, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,148.85** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$29,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$34,698.85** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 20, 2010** ordered the above charges in the amount of **$34,698.85**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #77632

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1457 North Gateway Road in the amount of $4,164.50 (General Fund) and assess a maximum of $27,550 in daily civil penalties. PROPERTY OWNER: FIORELLA S. TEALDO - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,164.50
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Weaver Construction to remove all trash from vacant lot, cut any high or dead vegetation on vacant lot and in front of metal gate, and paint over graffiti on rear block wall. To date, there have been nine (9) inspections conducted at this location. The value of the property based on the sale date of January 2005 was $100,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $950 invoice for Weaver Construction services in addition to other fees assessed for a total of $4,164.50 and consider assessing a maximum of $27,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1457 North Gateway Road in the amount of $4,164.50 (General Fund) and assess a maximum of $27,550 in daily civil penalties. PROPERTY OWNER: FIORELLA S. TEALDO – Ward 3 (Reese)

Weaver Construction completed work on August 10, 2009 at a cost of $950; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $4,164.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1457 NORTH GATEWAY ROAD
CROSS STREETS SANDHILL//OWENS

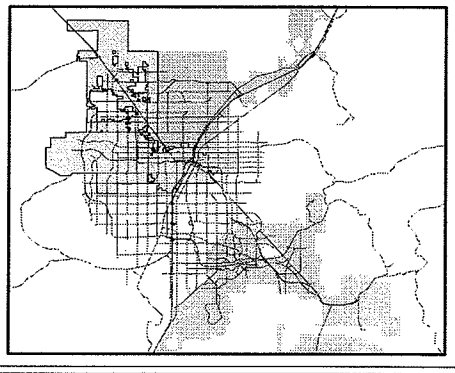
City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

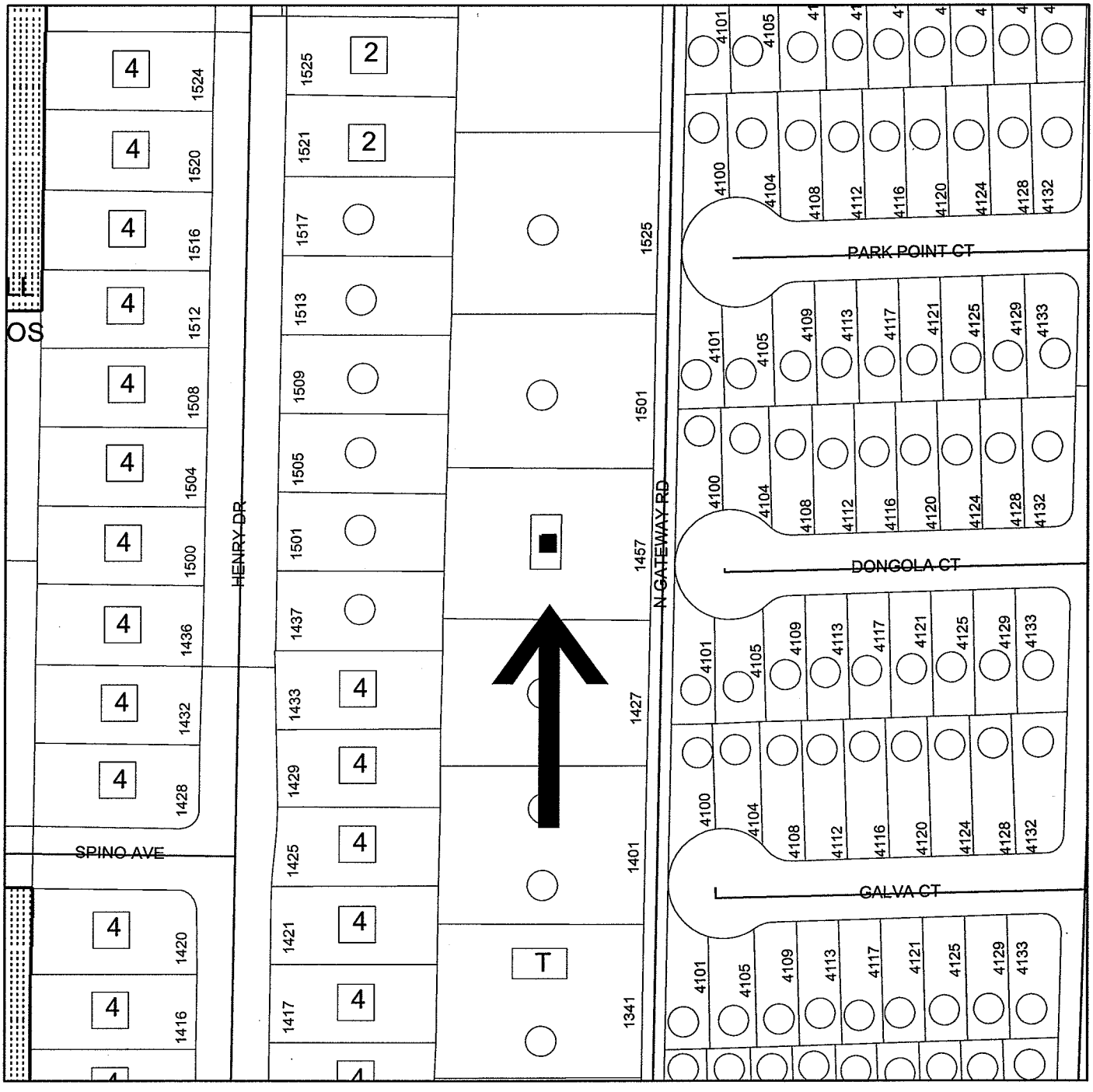
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



1457 NORTH GATEWAY ROAD
CROSS STREETS SANDHILL//OWENS

City of Las Vegas Vicinity Map



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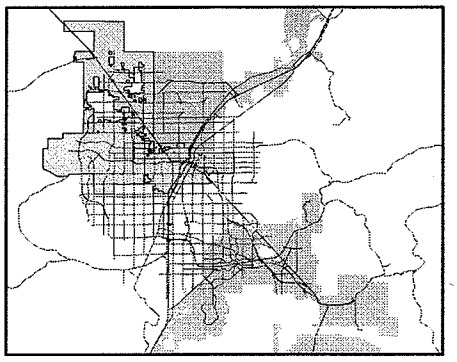

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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 3, 2009

Re: Report of Expenses for the abatement of nuisance located at 1457 North Gateway Road - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and debris, cutting any high or dead vegetation on vacant lot and in front of metal gate, and painting over graffiti on rear block wall. The abatement was completed by Weaver Construction on August 10, 2009 at a cost of $950.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris	$550.00
Cut any high or dead vegetation on vacant lot and in front of metal gate	$250.00
Paint over graffiti on rear block wall	$150.00
AMOUNT DUE:	$950.00
Administrative Processing Fee:	$142.50
Sub-Total:	$1,092.50
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$4,164.50**
Daily Civil Penalties – 59 days @ $500 a day (excluding civil penalty fees already assessed) June 13, 2009 to August 10, 2009	**$27,550.00**
MAXIMUM TOTAL:	**$31,714.50**
OWNER OF RECORD	FIORELLA S. TEALDO
PROPERTY ABATED:	1457 North Gateway Road
ASSESSOR PARCEL:	140-30-502-005
LEGAL DESCRIPTION:	PT NW4 NE4 SEC 30 20 62

DSS:ld

WEAVER CONSTRUCTION

"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

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

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

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

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 20, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 20, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1457 NORTH GATEWAY ROAD**. The Director of Neighborhood Services certifies that the sum of **$4,164.50** was expended and Civil Penalties in the sum of **$27,550.00** may be imposed for a total of **$31,714.50.** Owner of record at time of abatement: **FIORELLA S. TEALDO – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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CASENO 77971 CODEENF **02328-26**

Address: **1457 N GATEWAY RD** **CLV**

1/2 acre vacant lot. Neighbors stated building/ working activity on this vacant lot. Property is on a community well, no sewer-unable to get septic tank permit. no power on property. there is history with owner/sophia**vehicles being stored and people staying the night. ****PLEASE CALL ART 459-0141 he is the neighbor to the north. would like to speak with officer. Last sunday people digging port of potty in rear yard. has a few bbq's to eat. reparied a few vehicles. high weeds and trash about entire lot.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
14030502005	0.47 ACRE	PT NW4 NE4 SEC 30 20 62

Owner Information:

27-Jan-05	27-Jul-06	TEALDO FIORELLA S
		500 SIERRA VISTA DR #231; LAS VEGAS, NV 89109-3794
27-Jul-06	26-Jul-07	TEALDO FIORELLA S
		500 SIERRA VISTA DR #231; LAS VEGAS, NV 89169-3794
26-Jul-07	20-Mar-08	TEALDO FIORELLA S
		454 FIRST ON DRIVE; LAS VEGAS, NV 89148
10-Aug-02	27-Jan-05	MILLS BERNARD S
		1750 CASTLEBERRY LN; LAS VEGAS, NV 89156-6866
20-Mar-08		TEALDO FIORELLA S
		1736 E CHARLESTON #122; LAS VEGAS, NV 89104-7900
27-Oct-04	27-Jan-05	MILLS BERNARD S
		1750 CASTLEBERRY LN; LAS VEGAS, NV 89156-6866
20-Oct-04	27-Oct-04	MILLS BERNARD S
		2957 W CORAN LN; LAS VEGAS, NV 89106-1107

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
960392	Failed		5/12/2009	05/13/2009 13:40	05/13/2009 13:50	10
960392	Passed	Partial	5/23/2009	05/23/2009 16:30	05/23/2009 16:30	0
970581	Failed		5/24/2009	05/24/2009 11:25	05/24/2009 11:35	10
960392	Failed		5/29/2009	05/28/2009 16:32	05/28/2009 16:32	0
960392	Failed		6/8/2009	06/03/2009 16:17	06/03/2009 16:17	0
960392	Failed		6/13/2009	06/13/2009 11:34	06/13/2009 11:39	5
960392	Failed		7/1/2009	07/01/2009 12:42	07/01/2009 12:42	0
960392	Failed		7/15/2009	07/15/2009 14:24	07/15/2009 14:26	2
960066	Passed		7/16/2009	08/10/2009 14:19	08/10/2009 14:19	0
					Time in Minuets:	27

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-003	7/15/2009	8/10/2009	LITTER - PILED
REMOVE			
AZ-004	7/15/2009	8/10/2009	BLU VAN (NO PLATES) STORED ON VACANT LOT ALONG WITH bbq, PICNI
REMOVE			

AN-008	7/15/2009	8/10/2009	REAR BLOCK WALL
PAINT OVER			
AN-006	7/15/2009	8/10/2009	LOT
CUT/MAINTAIN			

Log

Type:	*Date:*	*Employee:*	*Min:*
VIDPST	8/10/2009 2:03:00 PM	ANTHONY GUARINO	0
21)post video and phots done in CC items file...property in compliance/close...do not release .			
VIDREQ	8/6/2009 11:42:00 AM	LIDIA MCKENZIE	0
LM) RECEIVED COMPLETION DATE FROM WEAVER; REQUEST FOR AFTER-ABATEMENT VIDEO TO #21 W/PAPERWORK.			
VIDPRE	7/30/2009 2:08:00 PM	ANTHONY GUARINO	0
21)pre video and phots done in cc items file			
VIDREQ	7/29/2009 11:45:00 AM	LIDIA MCKENZIE	0
LM) RECEIVED START DATE FROM WEAVER CONSTRUCTION FOR 8/3/09. SENT REQUEST FOR PRE-ABATEMENT VIDEO W/ATTACHED SCOPE OF WORK TO #21			
BIDA	7/22/2009 9:12:00 AM	LIDIA MCKENZIE	0
LM) BID AWARDED TO WEAVER CONSTRUCTION.			
MISC	7/20/2009 1:11:00 PM	LIDIA MCKENZIE	0
LM) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #154881 $950 TO WEAVER CONSTRUCTION			
MISC	7/20/2009 11:27:00 AM	LIDIA MCKENZIE	0
LM) FILED RETURNED TO ME BY #21 - OK TO AWARD			
MISC	7/1/2009 1:50:00 PM	LIDIA MCKENZIE	0
lm) cert green card addressed to FIORELLA S. TEALDO @ 1736 E CHARLESTON - #122, LV 89104- RECEIVED SIGNED.			
MISC	6/29/2009 10:18:00 AM	LIDIA MCKENZIE	0
LM- SENT OUT 10DY BEFORE ABATEMENT TO OWNER OF RECORD; TO #17 FOR POSTING. C/B 7-9-09.			
BIDR	6/26/2009 9:00:00 AM	LIDIA MCKENZIE	1
LM) BIDS RECEIVED: WEAVER CONSTRUCTION= $950; AMERICAN DEMOLITION= $1,064; BALDWIN DEV= $1,334; NDX= $1,649; NDX= $2,029;			
BIDS	6/23/2009 9:19:00 AM	LIDIA MCKENZIE	0
LM) SENT REQUEST TO ALL CONTRACTORS; DUE 6/26/09			
RECORD	6/12/2009 9:52:00 AM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance Notice & Order dated June 3, 2009 at Clark County. Recorded in Book: 20090612 Inst: 03745			
NOPOST	6/3/2009 4:17:00 PM	STEPHANIE DEMOLEAS	0
17) Posted on-site			
INSP	6/3/2009 4:16:00 PM	STEPHANIE DEMOLEAS	0
17) Pix, asess fee $180 Plus $300 civil penalty. No change, posted n&o.			
NOTICE	6/3/2009 9:59:00 AM	LIDIA MCKENZIE	0
LM) AFTER REVIEW & OK BY #19 - MAILED N&O TO OWNER: FIORELLA TEALDO - 1736 E CHARLESTON #122, LV, NV 89104; TO JL FOR RECORDING,; TO #17 FOR POSTING. C/B 6-15			
NOREQ	5/28/2009 4:42:00 PM	STEPHANIE DEMOLEAS	0
17) N&O to 19, 21 on sick leave			
RESEAR	5/28/2009 4:40:00 PM	STEPHANIE DEMOLEAS	0
17) Property is not in foreclosure			
INSP	5/28/2009 4:30:00 PM	STEPHANIE DEMOLEAS	0
17) pix, ASSESS FEE $180 plus $150 CIV PEN, NO CHANGE, SWITCH TO N&O			
INSP	5/24/2009 11:25:00 AM	ROBERT KAEMPFER	10
26) Checked vacant lot, NOW CAN FEE $120			

MISC	5/23/2009 4:28:00 PM	STEPHANIE DEMOLEAS	0

17) Cannot fee because it is less than 10 days sionce notice was issued. I will ask 26 or 30 to go out tomorrow. Left messages at two last known tels for owner: Sofia: 413-2771, 336-1949

INSP	5/23/2009 4:20:00 PM	STEPHANIE DEMOLEAS	0

17) cALLED OUT BY COMPLAINANT. 7 PASSENGER VEHS AND ABOUT 30 PEOPLE BBQ-ING, HMA ADULT STATED OWNER WAS NOT HERE BUT HE WAS BUYING LOT. TOLD THEM TO LEAVE BUT THEY WOULD NOT. PIX. CN2 POSTED ON SITE AND MAILED TO OWNER.

PHONE	5/13/2009 4:36:00 PM	STEPHANIE DEMOLEAS	0

17) called OWNER'S OFFICE: FIORELLA SOFIA TEALDO 320-4033 AND FAXED HER CN: 320-4039. SPOKE W/CARLA, EXPLAINED VIOLS.

PHONE	5/13/2009 4:31:00 PM	STEPHANIE DEMOLEAS	0

17) called complainant - ART - 459-0141. HE STATED HE WOULD CONTACT ME VIA CELL WHEN PEOPLE WERE ON SITE.

Time in minuets: **11**

APN 140-30-502-005
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **FIORELLA S. TEALDO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-30-502-005**
Commonly known as: **1457 North Gateway Road**
Legal Description: **PT NW4 NE4 SEC 30 20 62**

On **August 10, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$4,164.50** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$27,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$31,714.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 20, 2010** ordered the above charges in the amount of **$31,714.50**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #77971

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3325 Buffalo Narrows Circle in the amount of $3,336 (General Fund) and assess a maximum of $31,050 in daily civil penalties. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSN - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,336
Funding Source: General Fund
Dept./Division: Neighborhood Service/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove all trash and high, dead vegetation. To date, there have been eight (8) inspections conducted at this location. The value of the property based on the sale date of December 2007 was $280,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $260 invoice for Disaster Kleen-Up of Nevada services in addition to other fees assessed for a total of $3,336 and consider assessing a maximum of $31,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3325 Buffalo Narrows Circle in the amount of $3,336 (General Fund) and assess a maximum of $31,050 in daily civil penalties. PROPERTY OWNERS: FEDERAL NATIONAL MORTGAGE ASSN – Ward 4 (Anthony)

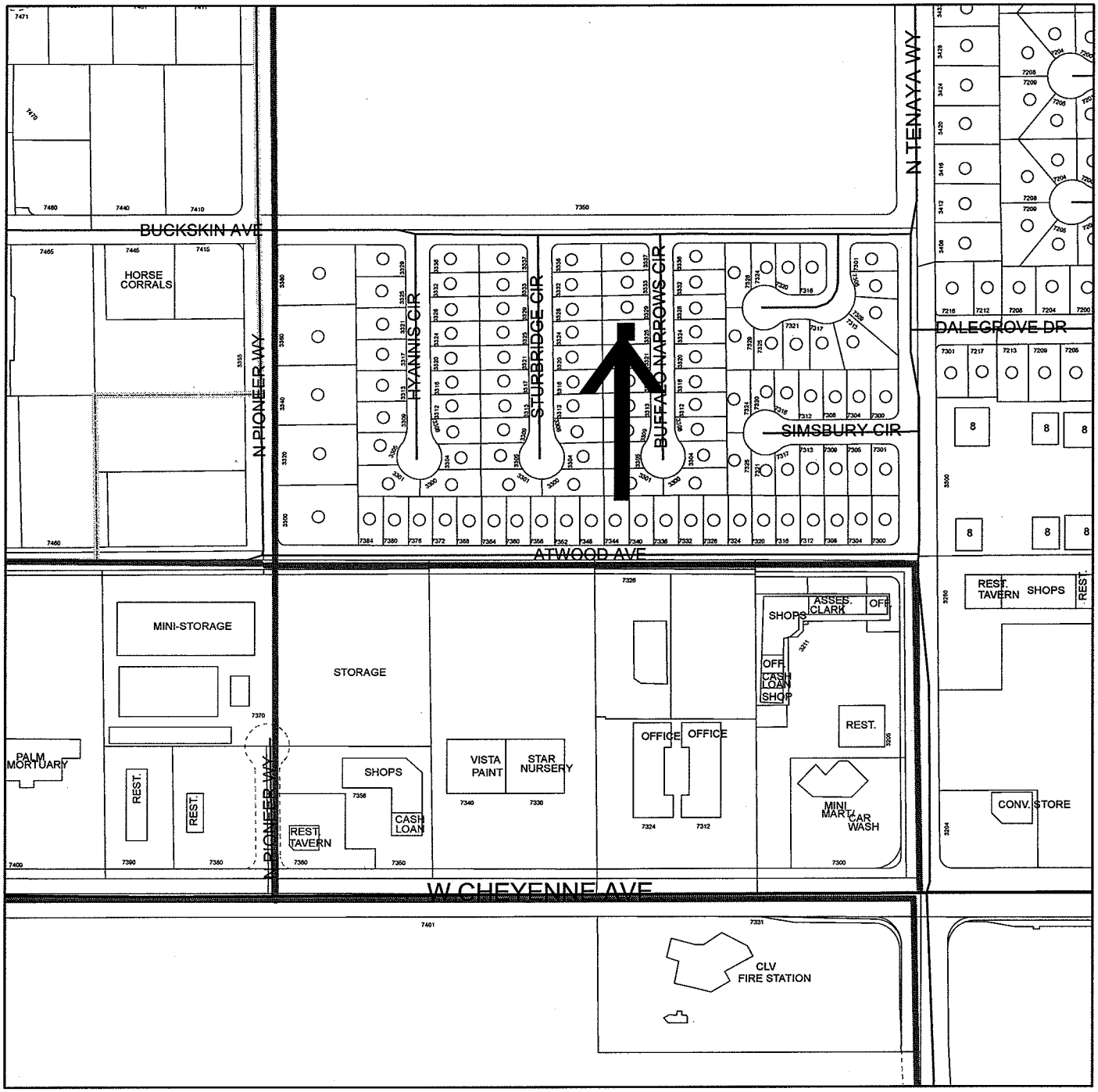
Disaster Kleen-Up of Nevada completed work on July 29, 2009 at a cost of $260; $1,087 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,336.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

3325 BUFFALO NARROWS CIRCLE
CROSS STREETS - CHEYENNE//TENAYA

City of Las Vegas Vicinity Map



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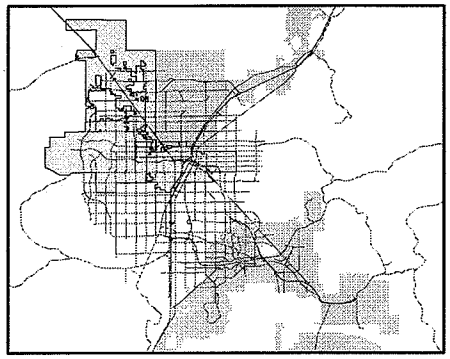

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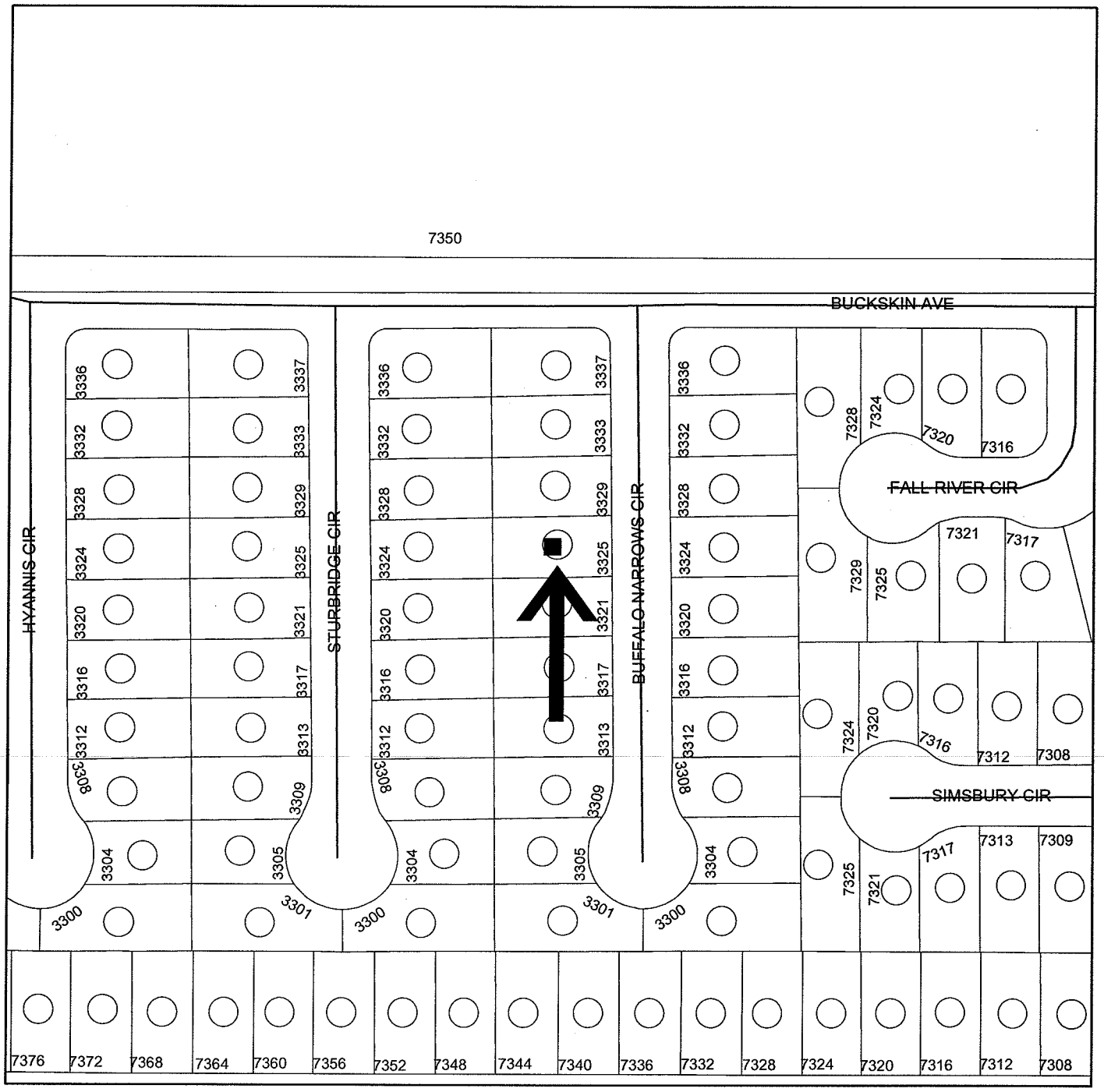
PLANNING & DEVELOPMENT

3325 BUFFALO NARROWS CIRCLE
CROSS STREETS - CHEYENNE//TENAYA

City of Las Vegas Vicinity Map



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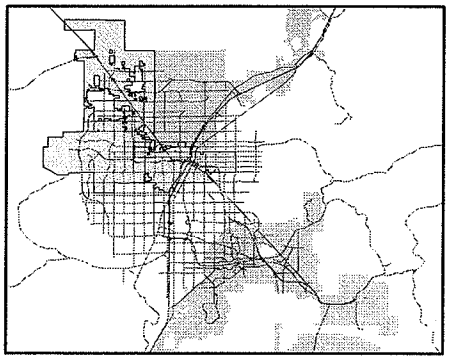

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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 8, 2009

Re: Report of Expenses for the abatement of nuisance located at 3325 Buffalo Narrows Circle - Ward 4 (Anthony)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and high/dead vegetation. The abatement was completed by Disaster Kleen-Up of NV on July 29, 2009 at a cost of $260.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash	$65.00
Remove all high/dead vegetation	$195.00
AMOUNT DUE:	$260.00
Administrative Processing Fee:	$39.00
Sub-Total:	$299.00
Reinspection Fees (w/late fees):	$1,087.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,336.00**
Daily Civil Penalties – 66 days @ $500 a day (excluding civil penalty fees already assessed) May 25, 2009 to July 29, 2009	**$31,050.00**
MAXIMUM TOTAL:	**$34,386.00**
OWNER OF RECORD	FEDERAL NATIONAL MORTGAGE ASSN
PROPERTY ABATED:	3325 Buffalo Narrows Circle
ASSESSOR PARCEL:	138-10-410-070
LEGAL DESCRIPTION:	MEADOWS WEST BUCKSKIN METROPOLITANS PLAT BOOK 34 PAGE 68 LOT 70 BLOCK 1

DSS:ld

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

DISCLOSURE OF PRINCIPALS

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

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

Continue list until full and complete disclosure is made

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

Allied Flooring Services

BY: _____
Lynn Muravnick, Office Mgr.

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

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PHILIP VICHARE
No: 05-104163-1
My Appointment Expires Mar. 10, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 20, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 20, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **3325 BUFFALO NARROWS CIRCLE.** The Director of Neighborhood Services certifies that the sum of **$3,336.00** was expended and Civil Penalties in the sum of **$31,050.00** may be imposed for a total of **$34,386.00.** Owner of record at time of abatement: **FEDERAL NATIONAL MORTGAGE ASSN – WARD 4 (ANTHONY)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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CASENO 76610 CODEENF **01918-84**

Address: **3325 BUFFALO NARROWS CIR** **CITZ**

HIGH VEGETATION, TRASH & DEBRIS

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13810410070	0.11 ACRE	MEADOWS WEST BUCKSKIN

Owner Information:

12-May-05	23-Jun-05	ALEXANDER DE NECE 3325 BUFFALO NARROWS CIR; LAS VEGAS, NV 89129-6229
10-Aug-02	12-May-05	ALEXANDER GARY B & DE NECE 3325 BUFFALO NARROWS CIR; LAS VEGAS, NV 89129-6229
22-Oct-09	29-Oct-09	FEDERAL NATIONAL MORTGAGE ASSN % GREEN TREE SRVCING LLC 1400 TURBINE DR; RAPID CITY, SD 55431
10-Jan-08	22-Oct-09	SMITH WILLIAM R 3325 BUFFALO NARROWS CIR; LAS VEGAS, NV 89129-6229
23-Jun-05	10-Jan-08	ALEXANDER DENECE 3325 BUFFALO NARROWS CIR; LAS VEGAS, NV 89129-6229
29-Oct-09		FEDERAL NATIONAL MORTGAGE ASSN % GREEN TREE SRVCING LLC 1400 TURBINE DR; RAPID CITY, SD 57703-4719

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
984692	Failed	4/27/2009	04/16/2009 12:00	04/16/2009 12:05	5
890246	Failed	4/29/2009	04/30/2009 8:29	04/30/2009 8:29	0
890246	Failed	5/7/2009	05/12/2009 13:12	05/12/2009 13:16	4
890246	Failed	5/27/2009	05/20/2009 13:17	05/20/2009 13:20	3
890246	Failed	5/29/2009	05/29/2009 10:14	05/29/2009 10:25	11
890246	Failed	6/4/2009	06/09/2009 11:40	06/09/2009 11:40	1
890246	Failed	6/10/2009	06/12/2009 9:38	06/12/2009 9:40	2
940274	Passed	6/23/2009	07/30/2009 7:34	07/30/2009 7:34	0
				Time in Minuets:	**25**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	4/27/2009		All yards
Remove all refuse			
AN-006	4/27/2009		All yards
Remove all high weeds			
A-WEEDS	4/27/2009		All yards
Remove all high weeds			
AN-003	4/27/2009		All yards
Remove all refuse			
AN-006	6/12/2009	7/30/2009	
Remove all high vegetation over 8" from all visible areas of property. Maintain at all times. CUT AND REMOVE ALL HIGH WEDS			

CASENO 76610 CODEENF **01918-84**

AN-003 6/12/2009 7/30/2009

Remove all refuse and waste from all areas of property. Maintain at all times. REMOVE ALL TRASH

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	8/5/2009 8:53:00 AM	LIDIA MCKENZIE	0
lm) per #19 - "All violations have been abated by contractor, high weeds, tree and refuse/waste removed. Post Video and Pictures completed" - paid Disaster Kleen-Up $260. Receipt #257626			
VIDPST	7/30/2009 7:35:00 AM	VICKI OZUNA	0
19) All violations have been abated by contractor, high weeds, tree and refuse/waste removed. Post Video and Pictures completed. Case Closed			
VIDREQ	7/29/2009 10:00:00 AM	LIDIA MCKENZIE	0
LM) SUBMITTED TO #19 REQUEST FOR POST-ABATEMENT VIDEO.			
PHONE	7/29/2009 9:59:00 AM	LIDIA MCKENZIE	0
(continue)....ADVISED #19 THAT WE WERE NOT NOTIFIED OF START OR EXPECTED COMPLETION DATES; REQUESTED POST-ABATEMENT VIDEO.			
PHONE	7/29/2009 9:56:00 AM	LIDIA MCKENZIE	0
lm) I received an invoice and Notice/Declaration of Disposal Compliance fm DISASTER KLEEN-UP on completion of this project. I called to inquire about a start date and a completion date not being forwarded to us. Spoke to Lynn, who admitted they did not.			
BIDA	7/13/2009 2:07:00 PM	LIDIA MCKENZIE	0
lm) BID AWARDED TO DISASTER KLEEN-UP OF NEVADA.			
MEET	7/7/2009 2:12:00 PM	ANTHONY GUARINO	0
21)ok to proceeed with abatement lm			
MISC	6/23/2009 10:22:00 AM	LIDIA MCKENZIE	0
lm) cert mail addressed to WILLIAM R. SMITH @ 3325 BUFFALO NARROWS CIR, LV NV 89129- returned: "RETURN TO SENDER - UNCLAIMED- UNABLE TO FORWARD."			
REVIEW	6/23/2009 8:13:00 AM		0
19) Reviewed case, refering to LMH for review. Researched MERS and no mortgage info found. Found Notice of Trustee Sale filed 6/16/09 with Recorders Office.			
PHONE	6/22/2009 1:52:00 PM	JOHNNA PEREYDA	0
22)William Smith called owner (347-295-2031) says he hasn't paid on house since september 2008. Told him he needs to contact the bank.			
MISC	6/19/2009 1:55:00 PM	LIDIA MCKENZIE	0
LM) 10 DY ADDRESSED TO WILLIAM R. SMITH @ 3325 BUFFALO NARROWS CIR, LAS VEGAS, NV - RETURNED: "RETURN TO SENDER - ATTEMPTED NOT KNOWN- UNABLE TO FORWARD"			
BIDR	6/8/2009 9:23:00 AM	LIDIA MCKENZIE	1
BIDS RECEIVED: DISASTER KLEAN-UP= $260; AMERICAN DEMOLITION= $675; NDX= $1,149			
BIDS	6/3/2009 9:23:00 AM	LIDIA MCKENZIE	0
SENT QUOTES REQUEST TO CONTRACTORS; DUE 6/8/09			
MISC	5/28/2009 8:34:00 AM	ELIZABETH DOUGLAS	0
N & O RECORDED 5/21/09 PLACED IN FILE.			
LETTER	5/26/2009 1:49:00 PM	LAURA DEARMOND	0
Ld) REGULAR LETTER TO OWNER William R. Smith 3325 Buffalo Narrows Circle Las Vegas, NV 89129-6229 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
RECORD	5/21/2009 2:24:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance Notice and Order to Comply dated May 15, 2009 at Clark County. Recorded in Book: 20090521 Inst: 03460			
LETTER	5/21/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED LETTER TO OWNER William R. Smith 3325 Buffalo Narrows Circle Las Vegas, NV 89129-6229 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
NOTICE	5/15/2009 7:45:00 AM	LAURA DEARMOND	0
Ld) SENT NUISANCE N&O TO COMPLY TO OWNER William R. Smith 3325 Buffalo Narrows Circle Las Vegas, NV 89129-6229			

CASENO 76610 CODEENF **01918-84**

INSP	4/30/2009 8:27:00 AM	JOHNNA PEREYDA	0

22)high weeds and trash in yard. no change $120 failed correction notice posted on door.pictures and $120 failed notice faxed to realtor.c/b 5-7

INSP	4/16/2009 12:00:00 PM	ANTHONY ROGERS	5

33) Observed high weeds and refuse in the front yard in vacant residence, has a Leberty Realty sign with Ruchelle Stuart 321-7493 on the sign, located fax number of 988-1001, faxed correction notice, call back set for 04/29/09

Time in minuets: **6**

APN 138-10-410-070
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **FEDERAL NATIONAL MORTGAGE ASSN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-10-410-070**
Commonly known as: **3325 Buffalo Narrows Circle**
Legal Description: **MEADOWS WEST BUCKSKIN METROPOLITANS PLAT BOOK 34 PAGE 68 LOT 70 BLOCK 1**

On **July 29, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,336.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$31,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$34,386.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 20, 2010** ordered the above charges in the amount of **$34,386.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #76610

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3270 North Buffalo Drive in the amount of $6,291.25 (General Fund) and assess a maximum of $34,050 in daily civil penalties. PROPERTY OWNERS: KIM N. AND HIEN V. TRAN - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,291.25
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired GraEagle Construction to remove all high vegetation and trash from landscape areas, remove all banners from building and monument sign, remove graffiti from all sides of building, remove all signage from face of building, windows, monument sign. To date, there have been nine (9) inspections conducted at this location. The value of the property based on the sale date of October 2005 was $1,600,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,495 invoice for GraEagle Construction services in addition to other fees assessed for a total of $6,291.25 and consider assessing a maximum of $34,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3270 North Buffalo Drive in the amount of $6,291.25 (General Fund) and assess a maximum of $34,050 in daily civil penalties. PROPERTY OWNERS: KIM N. AND HIEN V. TRAN – Ward 4 (Anthony)

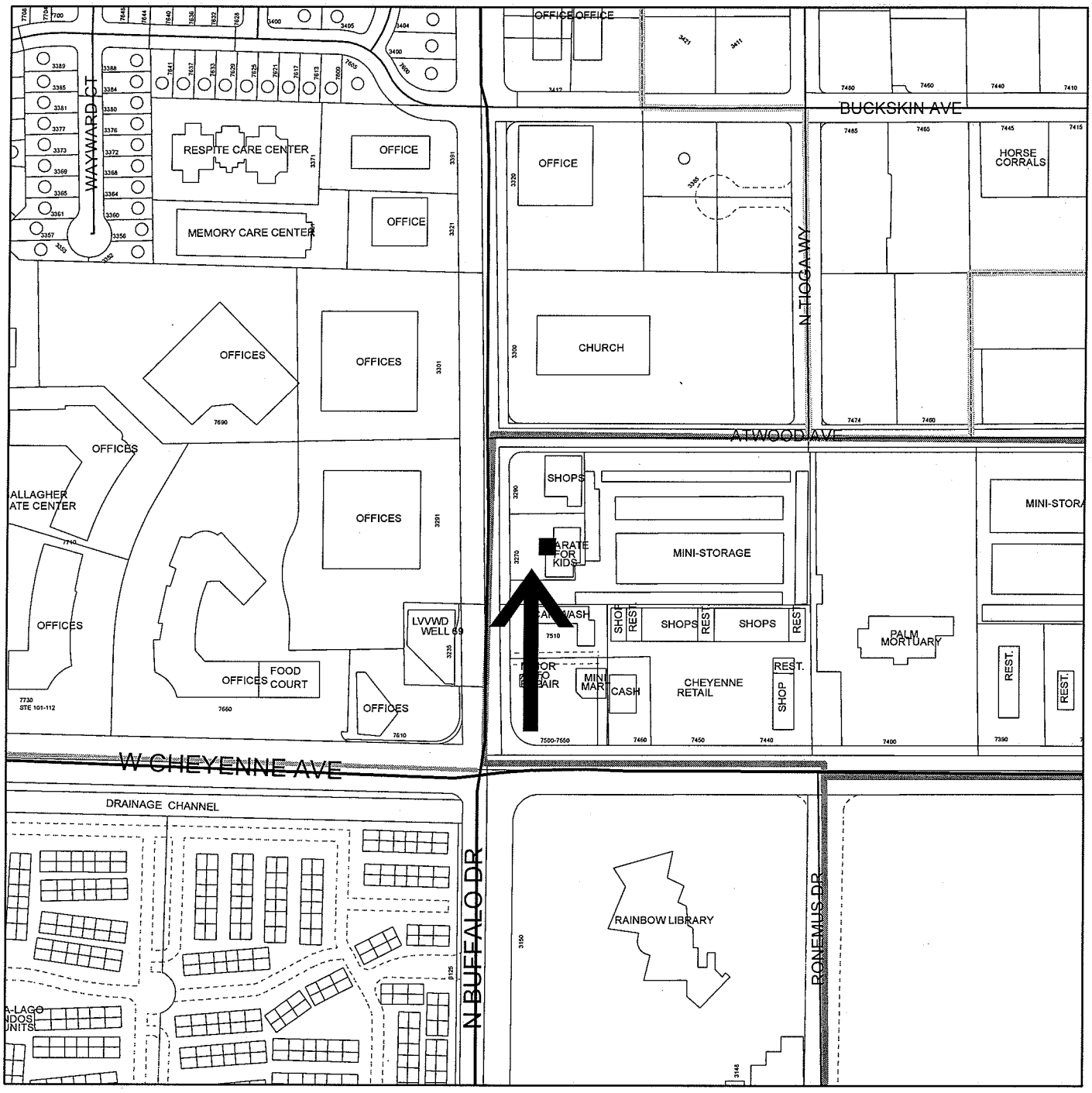
GraEagle Construction completed work on July 16, 2009 at a cost of $1,495; $1,122 in reinspection fees (w/late fees); $3,450 in civil penalties; plus a 15% administrative fee for a total of $6,291.25.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

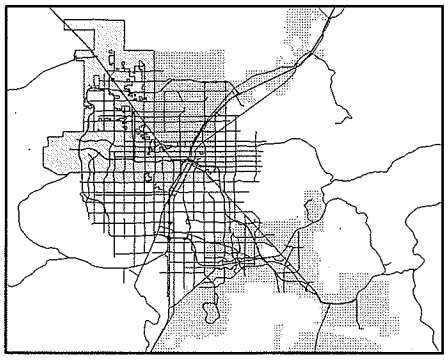
3270 NORTH BUFFALO DRIVE
CROSS STREETS - BUFFALO//CHEYENNE

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

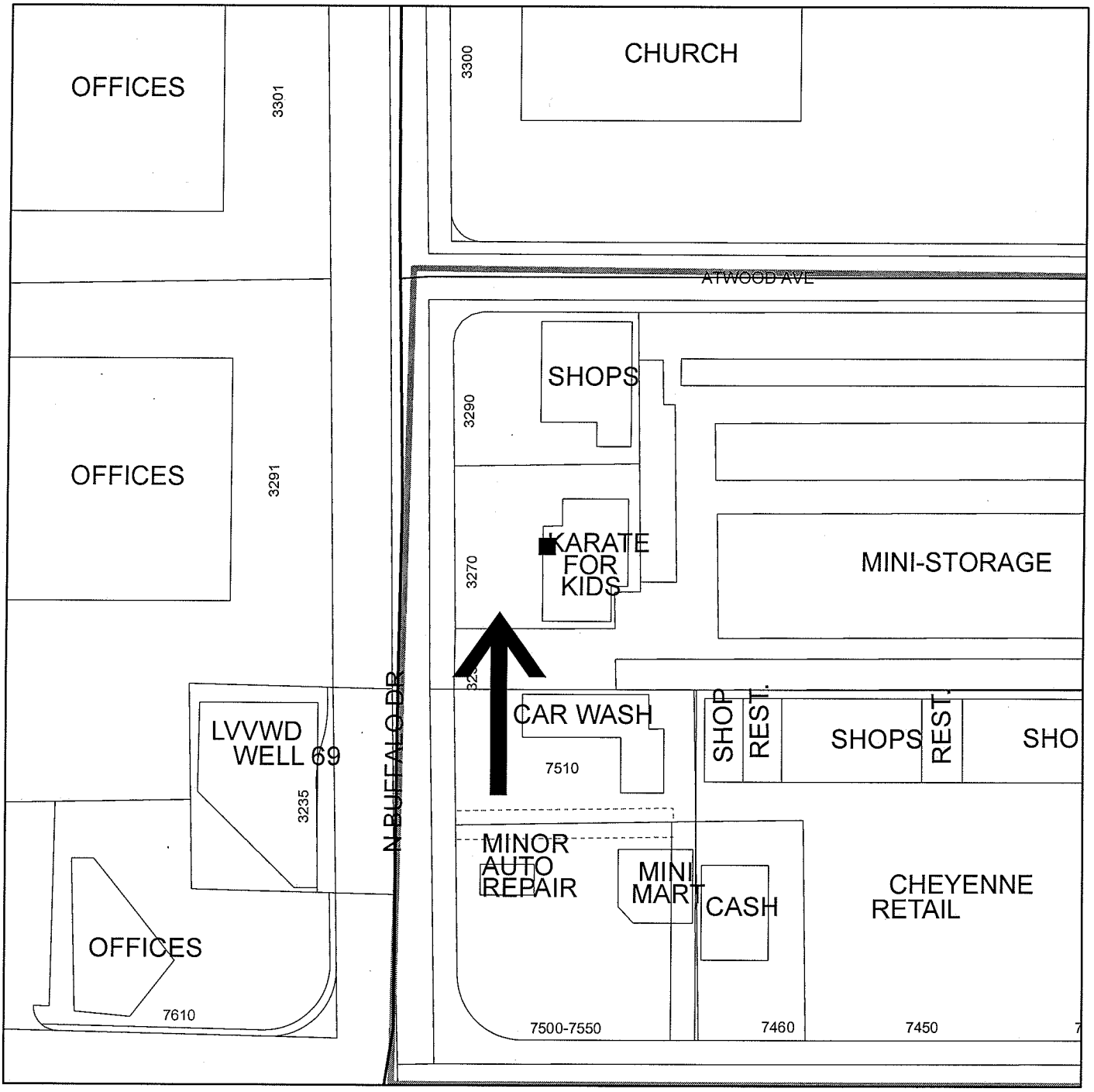


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

3270 NORTH BUFFALO DRIVE
CROSS STREETS - BUFFALO//CHEYENNE

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet

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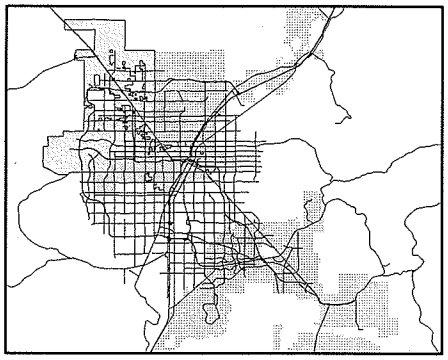
702-229-6301

PLANNING & DEVELOPMENT



Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 3, 2009

Re: Report of Expenses for the abatement of nuisance located at 3270 North Buffalo Drive - Ward 4 (Anthony)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all high vegetation and trash from landscape areas, removing all banners from building and monument sign, removing graffiti from all sides of building, removing all signage from face of building, windows, monument sign. The abatement was completed by GraEagle Construction on July 16, 2009 at a cost of $1,495.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all high vegetation and trash from landscape areas	$185.00
Remove all banners from building and monument sign	$850.00
Remove graffiti from all sides of building	$260.00
Remove all signage from face of building, windows, monument sign	$200.00
AMOUNT DUE:	$1,495.00
Administrative Processing Fee:	$224.25
Sub-Total:	$1,719.25
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$3,450.00
TOTAL AMOUNT DUE:	**$6,291.25**
Daily Civil Penalties – 75 days @ $500 a day (excluding civil penalty fees already assessed) May 3, 2009 to July 16, 2009	**$34,050.00**
MAXIMUM TOTAL:	**$40,341.25**
OWNER OF RECORD	KIM N. & HIEN V. TRAN
PROPERTY ABATED:	3270 North Buffalo Drive
ASSESSOR PARCEL:	138-10-403-027
LEGAL DESCRIPTION:	PARCEL MAP FILE 83 PAGE 53 LOT 2

DSS:ld

GraEagle Construction, LLC
4570 W Post Road, Suite 100
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	William E Quinn IV	4570 W Post Rd #100 LV 89118	702-656 2889
2.	Gerardo Pasquale	4570 W Post Rd #100 LV 89118	702-248 0170
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

GraEagle Construction, LLC

By: Gerardo E Pasquale

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of March, 2008.

Victoria A Salcedo
Notary Public in and for Clark County,
State of Nevada

VICTORIA A. SALCEDO
Notary Public, State of Nevada
Appointment No. 98-4945-1
My Appt. Expires Oct 3, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 20, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 20, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **3270 NORTH BUFFALO DRIVE.** The Director of Neighborhood Services certifies that the sum of **$6,291.25** was expended and Civil Penalties in the sum of **$34,050.00** may be imposed for a total of **$40,341.25.** Owner of record at time of abatement: **KIM N. AND HIEN V. TRAN – WARD 4 (ANTHONY)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

CASENO 76178 CODEENF **01918-91**

Address: **3270 N BUFFALO DR** **CITZ**

Abandoned Building, with graffiti on it.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13810403027	0.46 ACRE	PARCEL MAP FILE 83 PAGE 53

Owner Information:

10-Nov-05	17-Nov-05	TRAN HIEN V & KIM N 3323 E MEADOWRIDGE RD; ORANGE, CA 92867
03-Apr-08		TRAN HIEN V & KIM N 9040 S MONTE CRISTO WY; LAS VEGAS, NV 89113-6215
17-Nov-05	07-Dec-06	TRAN HIEN V & KIM N 3323 E MEADOWRIDGE RD; ORANGE, CA 92867-2028
07-Dec-06	27-Mar-08	TRAN HIEN V & KIM N 6239 OAK PARK AVE; LAS VEGAS, NV 89118-1958
23-Jun-04	10-Nov-05	BERRY DAVID A 3270 N BUFFALO DR; LAS VEGAS, NV 89129-7402
27-Mar-08	03-Apr-08	TRAN HIEN V & KIM N 9040 S MONTE CRISTO WY; LAS VEGAS, NV 89113
10-Aug-02	23-Jun-04	BERRY DAVID A 3270 N BUFFALO DR; LAS VEGAS, NV 89129-7436

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
890246	Failed		4/2/2009	04/02/2009 10:21	04/02/2009 10:30	9
890246	Failed		4/15/2009	04/15/2009 9:14	04/15/2009 9:20	6
890246	Failed		4/22/2009	04/24/2009 8:18	04/24/2009 8:19	1
890246	Failed		5/13/2009	05/12/2009 13:32	05/12/2009 13:32	0
890246	Passed	Partial	5/27/2009	05/28/2009 15:18	05/28/2009 15:18	0
890246	Failed		6/2/2009	06/02/2009 11:10	06/02/2009 11:14	4
890246	Failed		6/11/2009	06/11/2009 9:36	06/11/2009 9:37	1
940274	Failed		6/12/2009	07/06/2009 12:51	07/06/2009 12:51	0
940274	Passed		7/24/2009	07/24/2009 12:52	07/24/2009 12:52	0
					Time in Minuets:	21

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-SIGN Banners	4/2/2009		Sign Pole & building
A-GRAFFITI Graffiti	4/2/2009		Building
A-WEEDS High weeds	4/2/2009		Landscape

A-NUISVACANT	4/22/2009		BUILDING / LOT
VACANT			
AN-006	5/12/2009		landscape area
high weeds			
AN-006	5/28/2009		
AN-008	6/2/2009		
graffiti on building			
AZ-019	6/2/2009		
building empty banners and signs			
A-NUISVACANT	6/11/2009	7/24/2009	
AZ-019	6/11/2009	7/24/2009	empty building
banners and signs			
AN-006	6/11/2009	7/24/2009	landscape
high weeds			
AN-008	6/11/2009	7/24/2009	building
graffiti on building			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	7/30/2009 9:40:00 AM	LIDIA MCKENZIE	0
LM) VIDEO COMPLETED PER #19, PAID $1,495 TO GRAEAGLE CONSTRUCTION, LLC			
VIDPST	7/24/2009 12:52:00 PM	VICKI OZUNA	0
19) All violations have been removed, graffiti, illegal banners, refuse, waste and high weeds. Post video and pictures taken. Case closed.			
VIDREQ	7/16/2009 3:02:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED INVOICE AND DECLARATION OF COMPLIANCE DISPOSAL FM CONTRACTOR; SENT REQ FOR AFTER ABATEMENT VIDEO TO #19			
VIDPRE	7/6/2009 7:03:00 AM	VICKI OZUNA	0
19) Previdео completed, and pictures of violations on property, high weeds, refuse/waste, graffiti on building, illegal banners on abandoned sign and building.			
VIDREQ	6/30/2009 2:34:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED START DATE FM CONTRACTOR - GRAEAGLE CONST. FOR 7/6/09 TO BE COMPLTED BY 7/10/09. SENT REQUEST FOR PRE-ABATEMENT VIDEO TO #19.			
BIDA	6/30/2009 2:33:00 PM	LIDIA MCKENZIE	0
lm) receive PO #271870 - sent award ltr to GraEagle Const.			
MEET	6/24/2009 3:01:00 PM	ANTHONY GUARINO	0
21)LM approved abatement			
MISC	6/2/2009 9:40:00 AM	LIDIA MCKENZIE	0
LM) CERT MAIL ADDRESSED TO OWNERS @ 9040 S MOTE CRISTO WY, LV 89113 - RETURNED: " RETURN TO SENDER-UNCLAIMED-UNABLE TO FORWARD"			
MISC	6/1/2009 2:19:00 PM	LIDIA MCKENZIE	0
LM) 10 DY BEFORE ABATEMENT SENT TO OWNER OF RECORD; C/B 6/11/09 - TO #22 FOR POSTING.			
INSP	5/28/2009 3:17:00 PM	JOHNNA PEREYDA	0
22)waiting for bid (todays inspection failed pictures taken) change call back 6-2			
BIDS	5/18/2009 4:35:00 PM	LIDIA MCKENZIE	0
LM) SENT BIDS TO ALL CONTRACTORS; SENT TO LEVELEX VIA EMAIL=MINDI@ASSETMGMT.US, BECAUSE OF FAX FAILURE. QUOTES DUE 5/21/09			
BIDR	5/18/2009 2:17:00 PM	LIDIA MCKENZIE	1
lm) received bids: GRAEAGLE CONSTRUCTION= $1,495; NDX= $1,849.			

REVIEW	5/13/2009 2:57:00 PM	VICKI OZUNA	0
19) Reviewed case, proceed with bid request. File to LM			
MISC	5/13/2009 9:42:00 AM	LIDIA MCKENZIE	0
LM) CERT MAIL ADDRESSED TO OWNERS @ 9040 S MOTE CRISTO WY, LV 89113 - RETURNED: " RETURN TO SENDER-UNCLAIMED-UNABLE TO FORWARD"			
INSP	5/12/2009 1:31:00 PM	JOHNNA PEREYDA	0
22) PROPERTY SAME , GRAFFITI, HIGH WEEDS, SIGNAGE NOT REMOVED. $480 FAILED CORRECTION NOTICE POSTED ON BUILDING. CONTINUE WITH ABATEMENT.CALL BACK 5-27			
MISC	5/1/2009 2:51:00 PM	LIDIA MCKENZIE	0
LM) ALL CERT MAIL & REG MAIL RETURNED: "RETURN TO SENDER - ATTEMPTED NOT KNOWN- UNABLE TO FORWARD" OR "RETURN TO SENDER-VACANT-UNABLE TO FORWARD".			
MISC	5/1/2009	ELIZABETH DOUGLAS	0
PLACED N & O RECORDED 4-30-09 IN FILE.			
RECORD	4/30/2009 11:51:00 AM	JESSICA LARRAMENDY	0
JL) Recorded REVISED Nuisance Notice & Order to Comply dated April 23, 2009. Recorded in Book: 20090430 Inst: 03367			
NOPOST	4/24/2009 8:31:00 AM	JOHNNA PEREYDA	0
22) post n&o			
NOTICE	4/23/2009 8:55:00 AM	LIDIA MCKENZIE	0
lm) REVISED N&O mailed; TO #22 FOR POSTING; JL FOR RECORDING. C/B 5/4/09			
NOTICE	4/21/2009 1:33:00 PM	LIDIA MCKENZIE	0
LM) AFTER REVIEW & OK BY #21 - MAILED N&O TO OWNER: KIM & HIEN TRAN. TO #22 FOR POSTING; JL FOR RECORDING. C/B 5/4/09			
RESEAR	4/15/2009 2:00:00 PM	JOHNNA PEREYDA	35
22)PREPARE N&O FORWARD TO TONY FOR APPROVAL			
INSP	4/15/2009 9:12:00 AM	JOHNNA PEREYDA	13
22) no change no contact from owner or prop.maint/pictures taken. $120 failed correction notice mailed to owner*i called phillip marcus,broker 526-6666 left v.m c/b 4-22 found 645-5425 in sewer goes to victory martial arts recording.left /m			
INSP	4/2/2009 10:21:00 AM	KARAN CROSIER	9
22)Highweeds. Trash in landscape. Graffiti on Bldg Banner on building. Sign Karate 4 kids.on pole. 0Banner. Cn & Pix mailed to owner. I called Phillip Marcus,Broker,Prudential Group 526-6666. Left VM C/B 4/15/09			
		Time in minuets:	**58**

APN 138-10-410-027
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **KIM N. & HIEN V. TRAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-10-403-027**
Commonly known as: **3270 N Buffalo Drive**
Legal Description: **PARCEL MAP FILE 83 PAGE 53**
LOT 2

On **July 15, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$6,291.25** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$34,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$40,341.25** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **January 20, 2010** ordered the above charges in the amount of **$40,341.25**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of January, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #76178

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Hearing Review for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road. PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners to correct the violations. Today's hearing is a review regarding the status of violations from the public hearing item on August 5, 2009, review hearing on September 2, 2009, and review hearing on October 7, 2009.

RECOMMENDATION:
Review status of violations listed in the Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and the Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009. Neighborhood Response recommends a one-year review.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Notice and Orders to Abate Dangerous Building Demolition
4. Review Hearing Notification Letters
5. Las Vegas Fire & Rescue Report dated July 14, 2009
6. Agreement of Terms and Conditions dated August 5, 2009

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing review for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road

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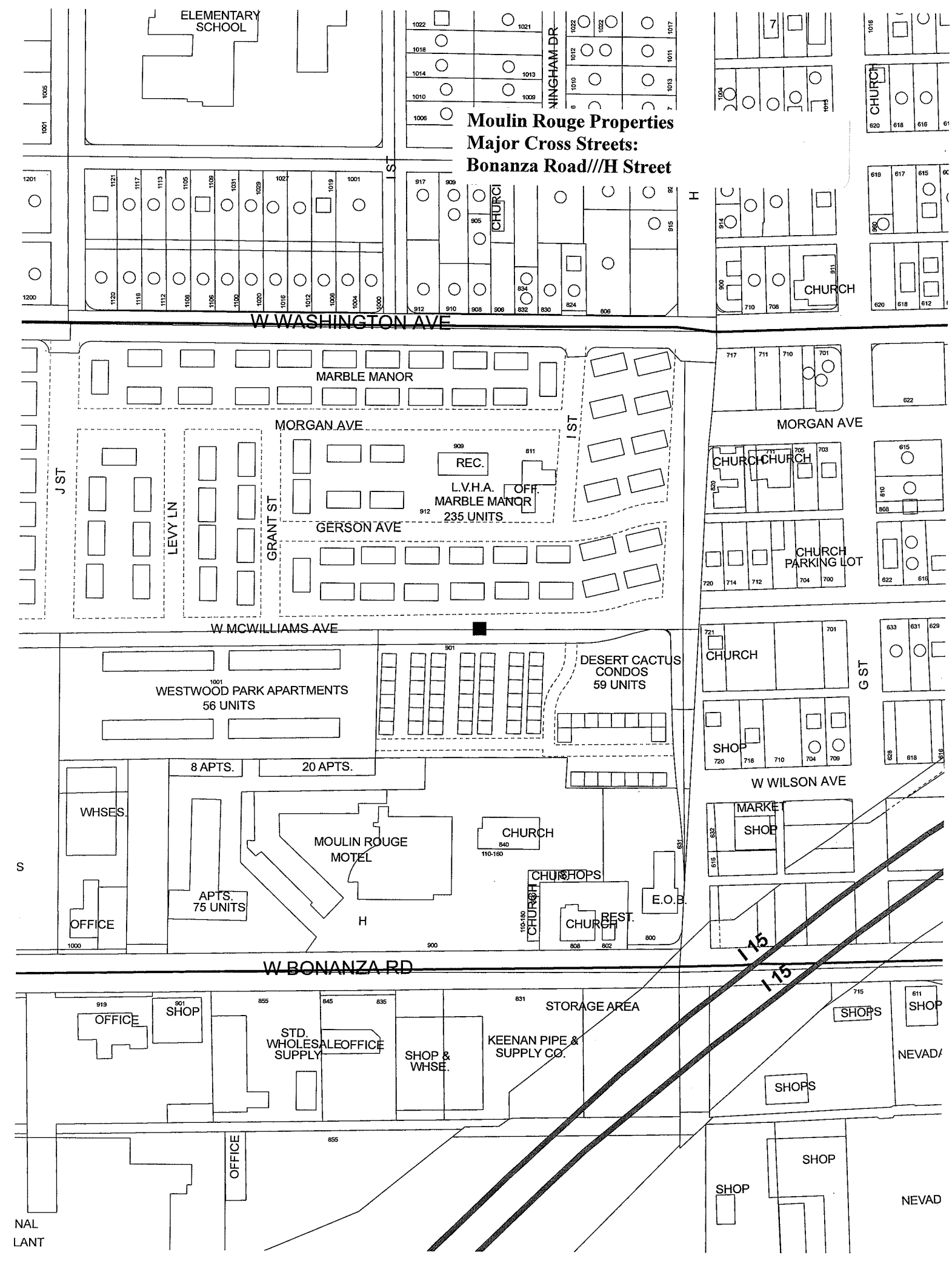
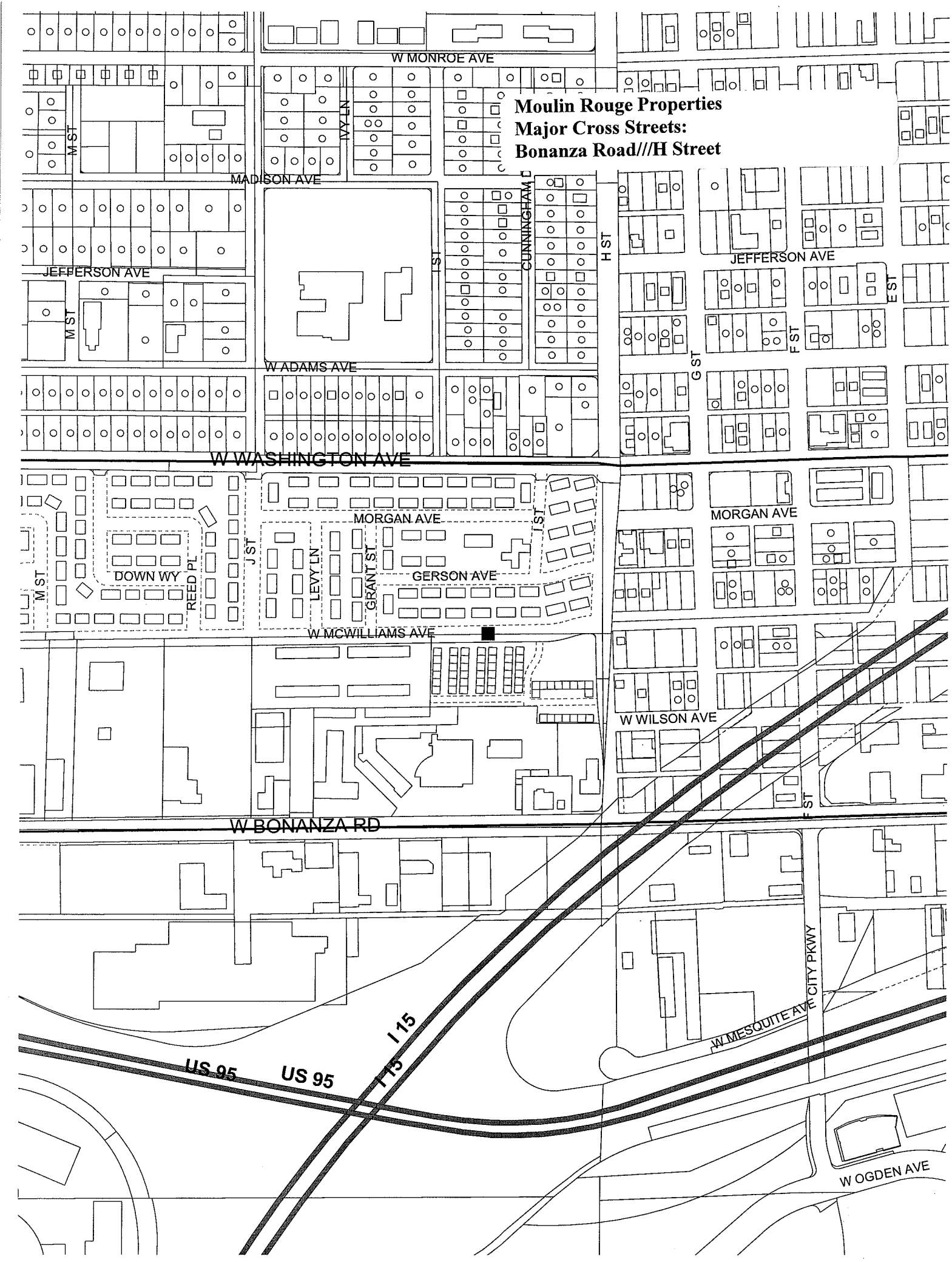
The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31.

Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per Title 9.04 – Refuse and Waste, Weeds/Turf; LVMC 16.08 - Building/Dangerous and 16.31 - Vacant Buildings. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009. Neighborhood Response recommends a one-year review.


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
ELEMENTARY SCHOOL
W WASHINGTON AVE
MARBLE MANOR
MORGAN AVE
GERSON AVE
REC.
L.V.H.A.
MARBLE MANOR
235 UNITS
OFF.
J ST
LEVY LN
GRANT ST
I ST
H
W MCWILLIAMS AVE
WESTWOOD PARK APARTMENTS
56 UNITS
DESERT CACTUS
CONDOS
59 UNITS
8 APTS.
20 APTS.
WHSES.
MOULIN ROUGE
MOTEL
APTS.
75 UNITS
OFFICE
CHURCH
SHOPS
REST.
E.O.B.
W BONANZA RD
I 15
I 15
G ST
W WILSON AVE
CHURCH
SHOP
MARKET
CHURCH PARKING LOT
STORAGE AREA
KEENAN PIPE &
SUPPLY CO.
STD.
WHOLESALE
SUPPLY
OFFICE
SHOP &
WHSE.
SHOPS
NEVAD


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
W MONROE AVE
M ST
IVY LN
MADISON AVE
JEFFERSON AVE
I ST
CUNNINGHAM
H ST
JEFFERSON AVE
E ST
F ST
G ST
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
J ST
MORGAN AVE
M ST
DOWN WY
REED PL
LEVY LN
GRANT ST
GERSON AVE
W MCWILLIAMS AVE
W WILSON AVE
W BONANZA RD
F ST
CITY PKWY
W MESQUITE AVE
US 95
US 95
I 15
I 15
W OGDEN AVE

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003713
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-014

December 4, 2008

Case #69895
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., Suite #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

-1
7-16

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.

Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)
Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code
Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

<u>Post</u>: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees

are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001383
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-014

December 4, 2008

Case #69895

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

<u>Per 9.04 – Refuse and Waste</u>: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
<u>Per 9.12 – Litter (Maintain litter free)</u>: Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.

Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

<u>Post</u>: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or

$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

14

20081016-0001788

Fee: $17.00
N/C Fee: $0.00
10/16/2008 09:36:40
T20080246615
Requestor:
LAS VEGAS CITY
Debbie Conway BRT
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-28-703-014

October 10, 2008

Case #69895

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **840 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **commercial hotels located at 840 W Bonanza Rd.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, cinder block, concrete chunks, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- Board one or more buildings on the property, the building(s) being identified as commercial hotels located at 840 W Bonanza Rd.

- Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as commercial hotels located at 840 W Bonanza Rd.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to
the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be
charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.**

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003711
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

December 4, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

<u>Per 9.04 – Refuse and Waste</u>: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
<u>Per 9.12 – Litter (Maintain litter free)</u>: Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
<u>Per 9.12 – Outside Storage</u>: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 - Unsafe Structures and Equipment – Conditions.
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.
Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 920 Bonanza – Desert Breeze 1 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001381
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

December 4, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 - Unsafe Structures and Equipment – Conditions.
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction,

faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 920 Bonanza – Desert Breeze 1 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand

($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/30/2008 12:36:26 T20080263975
Book/Instr: 20081030-0003215
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

October 21, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **920 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **commercial motels located at 920 W Bonanza Rd.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, metal, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as commercial motels located at 920 W Bonanza Rd.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as commercial motels located at 920 W Bonanza Rd.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003712
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

December 4, 2008

Case #69582
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

21
1-10

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code
Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or

$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy

Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001380
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

December 4, 2008

Case #69582

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code
Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)
Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc:

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/16/2008 09:36:40 T20080246615
Book/Instr: 20081016-0001789
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

October 10, 2008

Case #69582

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **1001 W McWilliams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential apartments dwelling located at 1001 W McWilliams Ave.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, metal, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as residential apartments dwelling located at 1001 W McWilliams Ave.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as residential apartments located at 1001 W McWilliams Ave.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003703
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-054

September 29, 2008

Case #69326

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #902.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

16

20081002-0004755

Fee: $17.00
N/C Fee: $0.00
10/02/2008 14:54:55
T20080232768
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-28-711-054

September 29, 2008

Case #69326

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #902.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003704
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-055

September 29, 2008

Case #69327

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #903.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

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3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

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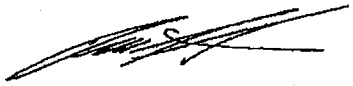
Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004754
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
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STEPHEN HARSIN, AICP

NOTICE AND ORDER

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MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

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Devin S. Smith, Manager
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City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003705
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-056

September 29, 2008

Case #69328

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Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

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Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

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LAS VEGAS CITY COUNCIL
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MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004753
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-056

September 29, 2008

Case #69328

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #904, Las Vegas, NV, Parcel # 139-28-711-056,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #904.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003706
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-058

September 29, 2008

Case #69329

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #906.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

Per 16.31 – Vacant Buildings: **Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

Post: **No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

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2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004752
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-058

September 29, 2008

Case #69329

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #906.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**
- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

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2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003707
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-059

September 26, 2008

Case #69322

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #907, Las Vegas, NV, Parcel # 139-28-711-059,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #907.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

7-16

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance,

drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004751
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-059

September 26, 2008

Case #69322

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
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RICKI Y. BARLOW, WARD 5
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

December 31, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on October 7, 2009, Agenda Item #76 was approved for a review hearing. The hearing will be scheduled to be heard on January 20, 2010. This will be a review regarding status of violations for the properties listed above.

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

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

Las Vegas Fire & Rescue
Fire Prevention Division

July 14, 2009

The current Risk Assessment has been established for the Moulin Rouge and surrounding adjacent property including addresses.

840 W. Bonanza
900 W. Bonanza
920 W. Bonanza
901 W. Mc Williams
1001 W. McWilliams
1100 W Mc Williams

General overall site status:

The gate nearest to the 840 / 900 W. bonanza address (South/East entrance) is open and not secured allowing free access. The West side of the (casino/tower sign) remaining building is open and accessible. The 840 / 900 building (hotel) is accessible with broken windows, removed doors, combustible materials present on the inside and outside of the building. Empty swimming pool is not covered or secured. Partially damaged and remaining buildings at 920 W. Bonanza Apartment buildings (North/West) are open and accessible for vagrants and or trespassers. Rear access to the site from W. McWilliams locked and inaccessible gate at this time. Two trailers are present behind the 840 / 900 address on site. There is carpet, furniture, removed electrical equipment, and air conditioning units present in this area to the property line to the Treeline senior condos/apartments (901 W. McWilliams accessible from H Street or Mc Williams)

Primary Hazard: Dangerous site conditions, limited access onto site, limited site security. There is a single guard, no appearance of roving unless someone appears on property.

Recommendation for site: Secure, provide additional; roving guards, secure all access points, remove all combustible materials from site.

840 and 900 W. Bonanza

Current Condition:

The posted building address as 900 W. Bonanza includes the tower sign and what remains of the casino facility. (CLV interactive map reflects as 840 W. Bonanza). Only the 40' tower sign is in place with structural support devices holding up what remains of the casino and the sign structure. The supports were placed into service as a result of a fire in 2003 that consumed the entire casino complex. This section of the building is open, not secure. The stand alone 840 W. Bonanza building is not secure with electrical and mechanical equipment removed.

Address has had Five emergency medical responses documented to this location as recent as 2008.

Primary Hazard: Collapse possible due to previous fires, asbestos material may be present in what remains of the remaining structure, additional hazard to emergency response staff to presumed vacant building.

Recommendation: Demo entire group of buildings, remove empty swimming pool.

920 W. Bonanza

Current Condition: This address consists of four standalone 2 story buildings. The first building facing W. bonanza and the second running North/South were most recently converted to apartment buildings. Both buildings are accessible, with major rehab and demo work started. This has left the buildings with no windows, doors, electrical equipment, or mechanical equipment.

Address had single response 04/06/2008. Buildings were vacant at the time.

Primary Hazard: Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

920 W. Bonanza (cont).

Current Condition: These are the two remaining 2 story buildings at the North of the complex running East / West. Buildings are unsecure with broken glass, mechanical and electrical equipment removed and visible damage to both buildings.

Primary Hazard: Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

Recommendation: Confirm no existence of asbestos and demo entire group of buildings.

1001 W. Mc Williams

Current Condition: Buildings appear to be vacant at this time. Buildings are boarded up with no outward signs of vagrants entering buildings. Site has limited access.

Address has had no reported fire or emergency responses reported.

Primary Hazard: As no site security is present the chance of fire as a result of intentionally set fire is high. Site has substantial amount of combustible material and plants in the center courtyard and surrounding areas.

Recommendation: Secure site, allow approved access to 840, 900, 920 W. bonanza and 901 W. McWilliams locations, remove all combustible material and provide additional security.

901 W. Mc Williams

Current Condition: Two groups of single story buildings. The units designated as "Treeline Senior Condos" (closest to H Street) appear to only have approximately ½ of the units occupied, others are boarded and secured. Limited access only from H Street. Secondary access is through 1001 W. McWilliams location. Secondary emergency access gate is locked and secured. Available water supply is on West side of locked gate and not accessible for use in the event of fire in occupied units to East.

Primary Hazard: Fire hazard, delay in emergency response due to limited access. Substantial fire loss as a result of limited available water supply. Site has substantial fire loading due to no maintenance of landscaping.

Recommendation: Secure site and provide additional roving security, provide approved access to fire hydrants.

The second group of single story apartment buildings to the West of the Condo buildings appears to have partial occupancy at this time. Access is a single opening from W. McWilliams. Numerous locations have broken windows and have the appearance of been vandalized.

Primary Hazard: Fire hazard, delay in emergency response due to limited access.

Address had eleven Emergency medical calls and four fire responses documented in the last two years.

Recommendation: Open additional emergency response access, remove all combustible material form unoccupied units, and provide address numbers for emergency response.

AGREEMENT

The City of Las Vegas (the "*City*"), on the one hand, and Las Vegas Apartment Lenders, L.L.C., a Washington limited liability company ("*LVAL*") and Olympic Coast Investment, Inc., a Washington corporation ("*OCI*," and together with LVAL, the "*Owners*"), on the other, enter into this Agreement as of August 5, 2009 (the "*Effective Date*") and agree to the terms and conditions set forth below. The City and the Owners are sometimes referred to as a "*Party*" and together as the "*Parties*."

RECITALS

A. On or about November 20, 2006, OCI loaned funds to Moulin Rouge Properties, LLC, a Nevada limited liability company ("*Borrower*") to purchase the real property described in attached **Exhibit A** (the "*OCI Property*"). That loan was secured by a Deed of Trust dated November 20, 2006 and recorded against the OCI Property on or about November 27, 2006, in Book 20061127 as Instrument No. 0001126 in the Office of the County Recorder of Clark County, State of Nevada (the "*Official Records*").

B. On or about January 29, 2007, LVAL loaned funds to Borrower to purchase the real property described in attached **Exhibit B** (the "*LVAL Property*"). That loan was secured by a Deed of Trust dated January 29, 2007 and recorded against the LVAL Property on or about February 2, 2007, in Book 20070202 as Instrument No. 0002668 in the Official Records.

C. Borrower defaulted on both of the loans and OCI and LVAL initiated foreclosure proceedings in accordance with Nevada law and the Deeds of Trust.

D. On May 5, 2009, at a public foreclosure sale, OCI and LVAL credit bid the amount due under their respective loans, were the high-bidders, and took title to their respective Properties by Trustee's Deed Upon Sale.

E. On or about July 2, 2009, LVAL and OCI received a letter from the City (the "*City's Letter*") informing LVAL of, among other matters, (i) several notices and orders relating to violations or alleged violations of the Las Vegas Municipal Code (the "*Code*") previously submitted to Borrower, and of the recent re-recording of the notices and orders against the Properties in the Official Records (references to the specific notices and orders are set forth in the attached **Exhibit C** and are referred to in this Agreement as the "*Notices*"), (ii) of the City's abatement efforts with respect to certain condominium buildings located on the LVAL Property (the "*Treeline Condominiums*,") and (iii) of a pending hearing to be conducted before the City Council on July 15, 2009 (the "*Initial Hearing*").

F. Immediately upon receipt of the City's Letter, representatives of LVAL and OCI contacted the City to discuss the City's Letter, the Notices and the Initial Hearing.

G. On or about July 8, 2009, and pursuant to Code, LVAL and OCI filed a Notice of Appeal with the City Clerk, appealing the Notices.

H. To afford more time for resolving matters related to the Notices, the City and the Owners agreed to an abeyance of hearing of the Notices at the Initial Hearing to August 5, 2009.

I. It is the understanding of the Owners and the City that the Owners do not intend to develop or hold the Properties as a long-term investment, but rather, that the Owners are actively looking for and pursuing opportunities to sell the Properties to a developer or long-term investor (a "*Developer*").

J. With this understanding, the Owners and the City have reached an agreement with respect to the violations or alleged violations of the Code as identified in the Notices and other matters related thereto, as further set forth below.

AGREEMENT

The Owners and the City agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Agreement.

2. Obligations Relating to the Properties.

A. OCI Property.

(i) The Bell Tower. OCI shall obtain the opinion of a structural engineer, mutually acceptable to the City and OCI (the "*Engineer*"), to evaluate the structural soundness of the bell tower and the structure immediately attached to such bell tower (the "*Bell Tower*"), located on that portion of the OCI Property commonly known as 840 West Bonanza Road. OCI and the City specifically agree that the Engineer shall not take into account (a) the effects of an earthquake in determining the steps needed to prevent the collapse of the Bell Tower or (b) any work needed to make the Bell Tower habitable. The Engineer shall be advised of the foregoing items (a) and (b) by the City and OCI prior obtaining the Engineers recommendations. OCI shall take such steps, as recommended by the Engineer, to prevent the Bell Tower from collapsing. The recommendations of the Engineer and the steps necessary to prevent the Bell Tower from collapsing shall be completed no later than September 30, 2009; ***provided, however***, that if the implementation of the recommendations of the Engineer would reasonably take longer than September 30, 2009, OCI shall have such additional time to complete the recommendations so long as it has begun the work necessary to meet such recommendations and diligently prosecutes them to completion.

(ii) The Pool. OCI agrees to completely fill the emptied pool located on the OCI Property with dirt no later than August 31, 2009.

B. LVAL Property.

(i) Lien for Abatement Costs. The City will record a lien against the LVAL Property for $46,613.60 for abatement activities related to the Treeline Condominiums (the "*Abatement Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Abatement Lien, and that the City shall be paid for the Abatement Lien at the time of the sale of the LVAL Property to a Developer, at which time, the City shall assign its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien as against the OCI Property and the LVAL Property.

(ii) Treeline Condominiums Substandard. The City shall duly notice and record documentation related to the condemnation of Buildings 1 through 8 of the Treeline Condominiums known commonly as 901 West McWilliams (the "*Substandard Buildings*") as soon as practicable based on the City's determination that the Substandard Buildings are substandard and must, therefore, be demolished; ***provided, however***, that the City shall not take action to demolish or cause the demolition of the Substandard Buildings if (a) a tenant or resident is in legal or physical possession of a unit within the Substandard Buildings, or (b) no tenants or residents of a Substandard Building are in legal or physical possession of a unit within a Substandard Building, and LVAL has initiated reasonable steps to board the vacated units (such units to be boarded consistent with the requirements of ***Section C.*** below, except for the time frame required therein) and completes such boarding activities within a reasonable time. As used in the foregoing sentence, "*reasonable steps*" shall mean that the City has full authority to authorize LVAL to board the vacated units, even if not owned by LVAL, and the City has provided LVAL with written notice of such authority, including granting LVAL ten business days to commence boarding of the vacated units after the giving of such written notice. Notwithstanding anything in this *subsection (ii)* to the contrary, the City shall not be entitled to demolish or cause the demolition of the Substandard Buildings if the City has not obtained the authorization for LVAL to board the vacated units. To the extent LVAL is authorized by the City to board such vacant units and LVAL proceeds to board the units, the City agrees to indemnify, defend and hold LVAL harmless for and from any damages, liabilities, actions, suits, claims, costs or attorney's fees incurred in connection with or relating to the boarding of such vacant units. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

(iii) Substandard Designation. The Parties acknowledge that the City anticipates recording substandard and vacate notices and vacating the units located in the Substandard Buildings. The Owners agree not to contest the designation of the Substandard Buildings as substandard, or the vacation of the units, so long as all of the owners of other units within the Substandard Buildings are required to bear their proportionate share of any costs, penalties, or fees associated with the designation of the Substandard Buildings as substandard and the vacation of the units.

C. Both Properties.

(i) Boarding. The Owners of the Properties agree to board to the City's specifications, which have previously been provided to OCI and LVAL, all windows and doors of those buildings located on the Properties (the "*Buildings*") on all levels no later than August 31, 2009. The City acknowledges that Owners have already contracted with a contractor who is currently boarding windows and doors on the Buildings and that the City's inspectors have been on-site to observe the boarding activities of the contractor. The City agrees that the materials and methods being used in connection with such boarding activities comply in all respects with the Code and the specifications required by the City.

(ii) Lien for Administrative Costs. The City will record a lien against the Properties for $8,800 relating to administrative costs and inspection fees for the Notices (the "*Administrative Costs Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Administrative Costs Lien, and that the City shall be paid the Administrative Costs Lien at the time of the sale of the Properties to a Developer, at which time, the City shall assign

its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien; ***provided, however***, that if the OCI Property or the LVAL Property are sold at different times, one-half of the Administrative Costs Lien shall be paid and assigned at the time of such sale and from the proceeds of such sale and the City shall execute and record a release of the Administrative Costs Lien as to the Properties sold and an amendment to the remaining Administrative Costs Lien acknowledging its reduction to $4,400.

(iii) Trash and Debris Removal. The Owners shall abate the following existing nuisance issues on the Property which constitute a fire hazard: removal of high/dead vegetation, debris/trash removal, and debris located within the Buildings (e.g., mattresses, furniture, and trash, located inside a vacant unit). The City acknowledges that the Owners have already contracted with a contractor who is currently abating such existing nuisances on the Properties and that the City's inspectors have been on-site to observe such abatement activities of the contractor. The City agrees that the methods being used and the clean-up activities being conducted comply in all respects with the Code and the specifications required by the City, and that provided such clean-up activities are carried out consistently throughout the Properties, such existing nuisance issues shall be deemed cured, including any Notices related to such nuisance issues.

(iv) Security. The Owners shall continue to maintain 24-hour/7-day security personnel on the Properties and shall keep the Properties securely fenced and locked against intrusion for the period of its or any of its subsidiaries' ownership.

3. Civil Penalties. The civil penalties accruing in connection with the uncured Notices, in the amount of $1,437,000 as of [ ], shall continue to accrue in accordance with applicable laws and regulations; ***provided, however***, that the civil penalties shall stop accruing and shall be deemed waived by the City upon satisfaction of the obligations set forth in ***Section 2*** above; ***and, provided, further,*** that notwithstanding the foregoing language indentifying the continuing accrual of civil penalties, for those civil penalties relating to a violation set forth in a specific Notice, such civil penalties shall stop accruing on the earlier of (i) the date that the violation cited under such Notice is cured, or (ii) the date that an obligation relating to the Properties, as set forth in ***Section 2*** above, is satisfied. Upon satisfaction of the aforementioned conditions for abatement and waiver of the civil penalties as against the Owners, the OCI Property and the LVAL Property, the City shall assign to the Owners any related civil penalty claims the City may have against Borrower.

4. Interim Review. The Owners (or the then current owners) shall come before the City on September 2, 2009 to evaluate the progress made in connection with obligations set forth in ***Section 2*** (the "*Interim Review*"). The City agrees to provide notice of such hearing to the Owners at the addresses specified herein and, if the ownership has changed, to the then current owners of the Properties.

5. Final Review. The Owners (or the then current owners) shall come before the City on October 7, 2009 to perform a final review of the obligations set forth in ***Section 2*** (the "*Final Review*") and the extent to which the Owners have met or satisfied the obligations set forth in this Agreement.

6. Outstanding Violations. The Owners and City acknowledge and agree that this Agreement is entered into for the purpose of resolving all outstanding violations of the Code with respect to the Properties. The Owners and City agree that upon the Owners' satisfaction of their obligations in connection with this Agreement all Notices and violations of the Code (whether referenced in a Notice or not) with respect to the Properties as of the Effective Date (collectively, the "*Current Violations*") shall be deemed satisfied and resolved to the City's full and complete satisfaction and that the Owners and the Properties shall thereafter be deemed fully and completely released from the Current Violations and the effects thereof, including any costs, penalties (including the civil penalties), fees, or charges related thereto.

7. Notification under this Agreement.

A. Addresses. All notices, demands, requests, directions and other communications (collectively, "***Notices***") required or expressly authorized to be made in this Agreement will be written and addressed (a) if to Owners, to the address set forth for Owners below or such other address as shall be notified in writing to the City after the date hereof; and (b) if to the City, at the address set forth for the City below. Notices may be given by overnight delivery service, freight prepaid; or by U.S. mail, postage paid and sent certified, return receipt requested. Electronic transmission (such as facsimile transmission or email) is not an acceptable manner for the giving of any Notice.

Owners' Address:	Olympic Coast Investment, Inc. (or Las Vegas Apartment Lenders, LLC, as applicable) c/o John Hoss 801 Second Ave., Ste. 315 Seattle, WA 98104-1512
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Beneficial Tower Salt Lake City, Utah 84101 Attention: David E. Leta, Esq.
The City:	City of Las Vegas Office of the City Attorney 400 Stewart Avenue, Ninth Floor Las Vegas, Nevada 89101-2986

B. Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) one business day after delivery to an overnight delivery service, if the Notice is given by overnight delivery service; and (ii) five business days following deposit in the U.S. mail, if the Notice is given by U.S. mail and sent certified, return receipt requested.

8. Assignability. The Owners may freely assign their respective obligations in connection with this Agreement to any affiliate or subsidiary of Owners; ***provided, however***, in the event of any assignment to a third-party, the Owners may only assign this Agreement if the third-party is taking title to one of the Properties. Upon the assignment of this Agreement, the Owner assigning its rights and obligations in connection with this Agreement shall provide evidence thereof to the City in writing, which assignment shall require the assumption by the

assignee of all rights and obligations in connection with this Agreement. Upon delivery of the effective assignment and assumption agreement to the City, and the assignee's meeting with the City to confirm outstanding obligations in connection with this Agreement (which meeting shall occur prior to the transfer of the real property), the assigning Owner shall be deemed released from its obligations in connection with this Agreement.

9. Good Faith and Cooperation.

The Parties shall cooperate with each other and provide all documentation and other items as may reasonably be required to carry into effect the provisions of this Agreement.

10. Representations and Warranties of the Parties.

The Parties hereby represent and warrant the individuals executing this Agreement have the full right and authority to enter into this Agreement on behalf of the Parties, and the full right and authority to fully bind the Parties to the terms and obligations of this Agreement.

11. Law.

The validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

12. Attorneys' Fees.

In any action or proceeding arising out of this Agreement or the enforcement or interpretation thereof, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees, and litigation costs incurred in such action or proceeding.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; ***provided, however***, that any assignment of this Agreement shall be consistent with ***Section 8*** above.

14. Severability.

If any provision of this Agreement is declared to be illegal, unenforceable or void, the remainder of this Agreement shall be enforced to the extent permitted by law, and the illegal, unenforceable or void provision shall be replaced with a mutually acceptable provision which comes closest to the intention of the Parties underlying the original provision.

15. Counterparts.

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Furthermore, the acceptance by any Party to the terms of this Agreement may be evidenced by a facsimile or electronic transmission of a Party's signature.

{Signatures follow on the next page.}

IN WITNESS WHEREOF, the Parties are executing this Agreement as of the Effective Date.

THE OWNERS:

LAS VEGAS APARTMENT LENDERS, L.L.C., a Washington limited liability company

By: _____

Printed Name: _____

Its: _____

OLYMPIC COAST INVESTMENT, INC., a Washington corporation

By: _____

Printed Name: _____

Its: _____

THE CITY:

City of Las Vegas

By: BRADFORD R. JERBIC

Title: City Attorney

By: _____

HEIDI ALMASE
Deputy City Attorney
Nevada Bar No. 7839
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

EXHIBIT A

Legal Description of the OCI Property

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the attached.

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA THENCE NORTH 02°50'40" EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER (SE COR.) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WALLACE THEREON PETERSON ET UX, BY DEED RECORDED OCTOBER 11, 1944 AS DOCUMENT NO. 187391 OF SAID COUNTY RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 492.86 FEET; THENCE NORTH 44°18'00" EAST, A DISTANCE OF 40.65 FEET; THENCE NORTH 45°42'00" WEST, A DISTANCE OF 226.02 FEET; THENCE NORTH 01°24'00" EAST, A DISTANCE OF 146.30 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 384.43 FEET; THENCE NORTH 00°42'00" WEST, A DISTANCE OF 66.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVVEYED TO DOUGLAS SPENCER AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 295.27 FEET; THENCE SOUTH 01°24'00" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 72.00 FEET TO A POINT LYING 150.00 FEET WEST OF THE WEST LINE OF "H" STREET AS DESCRIBED IN THE DEED BETWEEN LEROY CORPORATION AND THE CITY OF LAS VEGAS, RECORDED JUNE 21, 1963 AS DOCUMENT NO. 366484 OF OFFICIAL RECORDS; THENC SOUTH 01°24'30" EAST ALONG A LINE PARALLEL WITH AND DISTANT 150.00 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED "H" STREET, A DISTANCE OF 194.80 FEET; THENCE SOUTH 89°18'00" WEST ALONG THE LINE PARALLEL WITH AND DISTANCE 140.00 FEET FROM THE NORTH RIGHT-OF-WAY LINE OF BONANZA ROAD, A DISTANCE OF 140.82 FEET TO THE

NORTHEAST CORNER (NE COR.) OF THE AFOREMENTIONED PARCEL OF LAND CONVEYED BY DOCUMENT NO. 187391; THENCE SOUTH 00°42'00" EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the LVAL Property

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the
attached.

PARCEL II

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST,M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, AS SHOWN ON RECORD OF SURVEY MAP, FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE NORTH 02°50'40" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 792.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD, A DISTANCE OF 284.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF ALND CONVEYED TO LEROY CORPORATION BY DEED RECORDED FEBRUARY 26, 1963 AS DOCUMENT NO. 342071 OF SAID OFFICIAL RECORDS; THENCE NORTH 01°24'00" EAST, ALONG THE WEST LINE OF SAID DESCRIBED PARCEL A DISTANCE OF 401.58 FEET TO A POINT ON THE SOUT HLINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO MINGO TULSA CORPORATION BY DEED RECORDED JUNE 3, 1963 AS DOCUMENT NO. 362431 OF SAID OFFICIAL COUNTY RECORDS; THENCE 89°18'00" EAST ALONG SAID SOUTH LINE A DISTANCE OF 423.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE North 01°24'00" EAST A DISTANCE OF 0.11 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DOUGLAS AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF SAID OFFICIAL RECORDS; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°42'00" EAST A DISTANCE OF 66.65 FEET; THENCE SOUTH 89°18'00" WEST 384.43 FEET; THENCE SOUTH 01°24'00" WEST A DISTANCE OF 146.30 FEET; THENCE SOUTH 45°42'00" EAST A DISTANCE OF 226.02 FEET; THENCE SOUTH 44°18'00" WEST A DISTANCE OF 40.65 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III:

THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE ¼) AS SAID CORNER IS SHOWN ON THE MAP RECORDED SEPTEMBER 15, 1954 IN FILE 3 PAGE 44 AS DOCUMENT NO. 20160 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID SECTION 28, NORTH 02°50'40" EAST 50.09 FEET TO THE NORTH LINE OF BONANZA ROAD (80.00 FEET WIDE) AS SAID ROAD IS DESCRIBED IN THE DEED TO THE STATE RECORDED JULY 8, 1943 AS DOCUMENT NO. 167920 OF RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE SOUTH 89°18'00" WEST 653.86 FEET; THENCE NORTH 01°24'00" EAST 401.58 FEET TO THE TRUE POINT OF BEGINNING IN THE WEST LINE OF THE LAND DESCRIBED IN DEED TO F.W. SMITH RECORDED JANUARY 23, 1918 AS DOCUEMTN NO. 11346 IN BOOK 5 OF DEEDS, PAGE 386 RECORDS OF SAID COUNTY, SAID TRUE POINT OF BEGINNING BEARING NORTH 01°24'00" EAST 66.58 FEET FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, NORTH 01°24'00" EAST 268.42 FEET TO THE NORTH LINE OF SAID SOUTH HALF (S ½); THENCE ALONG THE LAST MENTIONED NORTH LINE SOUTH 89°18'00" WEST 650.00 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO W.S. MILLER RECORDED OCTOBER 22, 1920 AS DOCUMENT NO. 14547 IN BOOK 7 OF DEEDS, PAGE 178 OF RECORDS OF SAID COUNTY; THENCE ALONG THE LAST MENTIONED WEST LINE SOUTH 01°24'00" WEST 268.42 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO LILLIAN SWARTZ, RECORDED FEBRUARY 18, 1955 AS DOCUMENT NO. 35827 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AND ITS EASTERLY PROLONGATION NORTH 89°18'00" EAST 650.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH 30.00 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED FEBRUARY 5, 1959 AS INSTRUMENT NO. 151518, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL IV-A:

UNITS 104 AND 106 IN BUILDING 1, UNITS 201, 202, 205 AND 206 IN BUILDING 2; UNITS 301 THROUGH 306 IN BUILDING 3; UNITS 401 THROUGH 406 IN BUILDING 4; UNITS 501 THROUGH 505 IN BUILDING 5; UNITS 601 THROUGH 606 IN BUILDING 6; UNITS 701, 702, AND 704 THROUGH 706 IN BUILDING 7; UNITS 801 THROUGH 804, 806, 808

THROUGH 810 IN BUILDING 8; UNITS 902 THROUGH 904, 906 AND 907 IN BUILDING 9, AS SHOWN BY MAP ENTITLED DESERT CACTUS (A CONDOMINIUM) RECORDED DECEMBER 15, 1982 AS INSTRUMENT NO. 1619711 IN BOOK 1660 OF OFFICIAL RECORDS, AND AS SHOWN IN BOOK 28 OF PLATS, PAGE 76, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF "H" STREET AS DESCRIBED IN THAT CERTAIN ORDER OF VACATION BY THE CITY OF LAS VEGAS, NEVADA DATED FEBRUARY 20, 1985 AND RECORDED OCTOBER 30, 1985 IN BOOK 2209 AS INSTRUMENT NO. 2168951, OFFICIAL RECORDS. /

EXCEPTING THEREFROM THAT CERTAIN SPANDREL AREA AS DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF LAS VEGAS RECORDED SEPTEMBER 25, 2001 IN BOOK 20010925 AS INSTRUMENT NO. 00360, OFFICIAL RECORDS.

PARCEL IV-B:

AN UNDIVIDED 5D/59TH INTEREST IN AND TO THE COMMON AREA.

EXHIBIT C

Revised and Re-recorded Notices and Orders

(i) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69326, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003703 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-057;

(ii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69327, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003704 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-055;

(iii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69328, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003705 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-056;

(iv) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69329, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003706 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-058;

(v) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69322, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003707 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-059;

(vi) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003711 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-013;

(vii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69582, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003712 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-005; and

(viii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003713 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-014

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

SUBJECT:
Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 409 Santa Fe Street. PROPERTY OWNER: MICHAEL E. PAVICH - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with nuisance. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 (10) Classic Vehicles; 9.04.010 (11) Vehicle Inspection/Enforcement; 9.12.030 Stored Materials. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by George E. Graziadei, Esquire of Graziadei & Cantor, Ltd. on behalf of Michael E. Pavich, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letters from Appellant
5. Notices of Appeal

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 20, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 409 Santa Fe Street. PROPERTY OWNER: MICHAEL E. PAVICH – Ward 1 (Tarkanian)

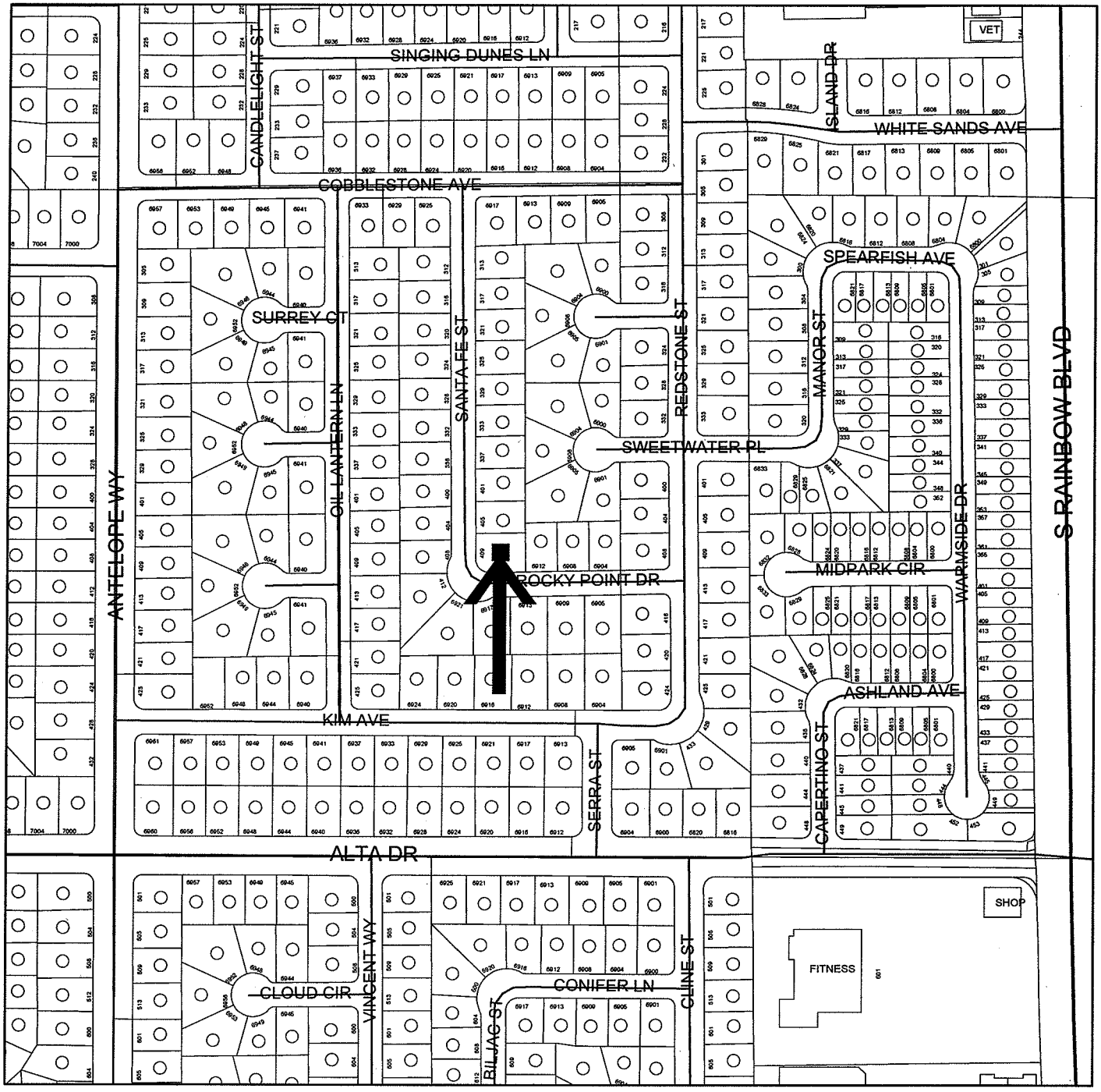
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with nuisance.

A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 (10) Classic Vehicles; 9.04.010 (11) Vehicle Inspection/Enforcement; 9.12.030 Stored Materials. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal of the Nuisance Notice and Order to Comply filed by George E. Graziadei, Esquire of Graziadei & Cantor, Ltd. on behalf of Michael E. Pavich, owner and responsible party.

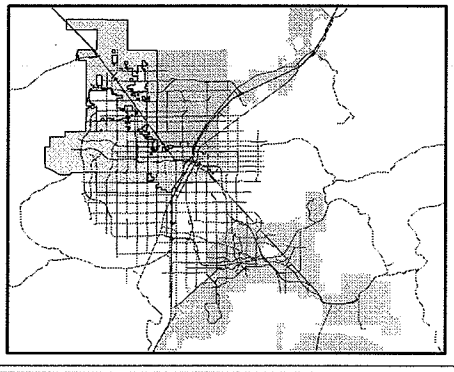
409 SANTA FE STREET
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

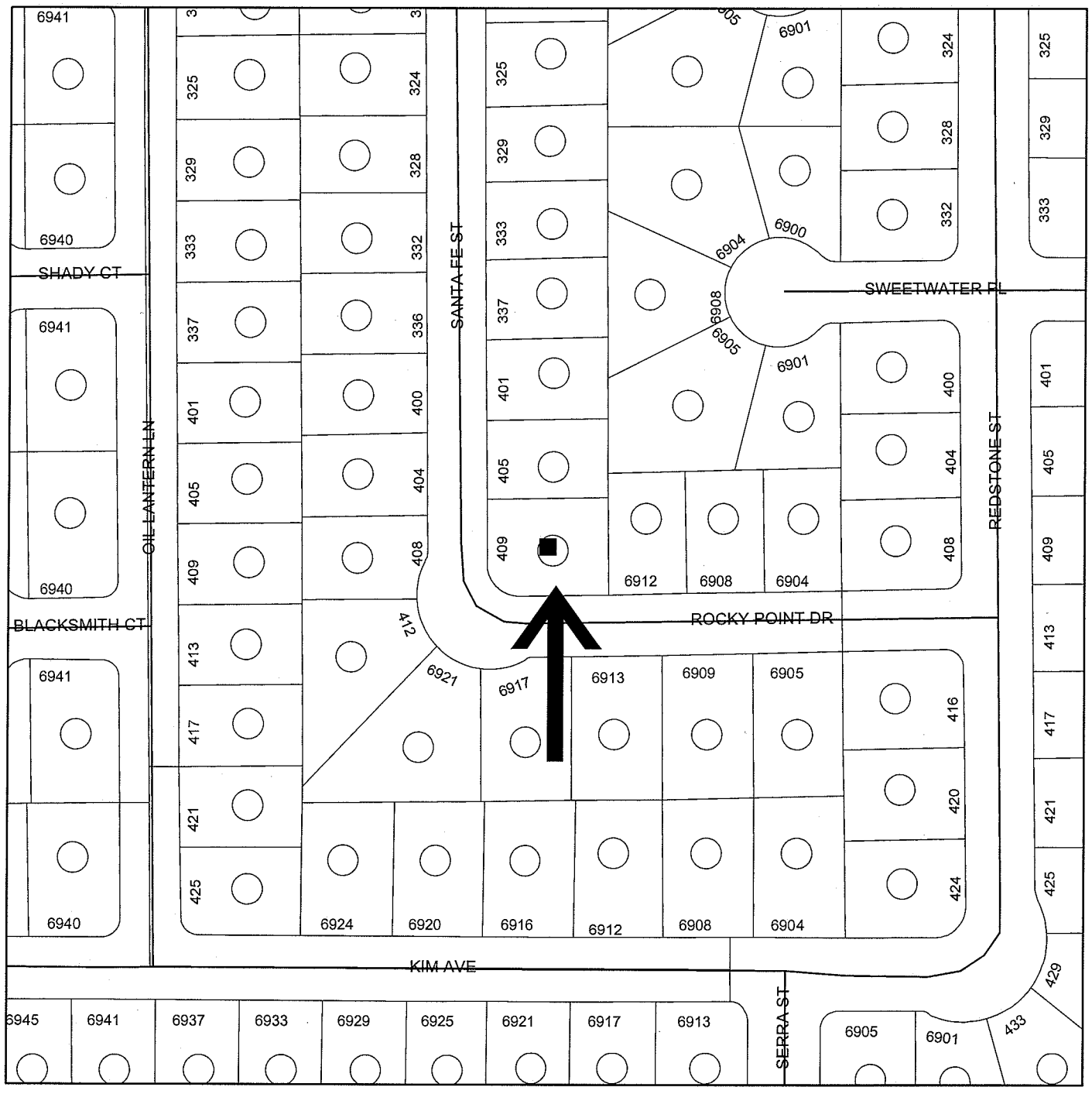


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

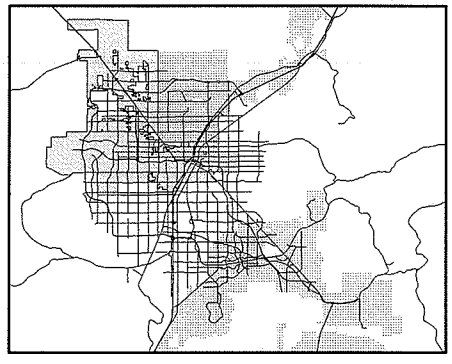
409 SANTA FE STREET
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

(3)

Inst #: 200912100003903
Fees: $16.00
N/C Fee: $0.00
12/10/2009 02:41:04 PM
Receipt #: 157489
Requestor:
LAS VEGAS CITY
Recorded By: JRV Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 138-34-613-022

December 7, 2009

Case #56923
Certified/Regular Mail
Return Receipt Requested

Michael E. Pavich
409 Santa Fe Street
Las Vegas, NV 89145-5327

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at **409 Santa Fe Street, Las Vegas, NV, Parcel 138-34-613-022,** that you are in violation of **Las Vegas Municipal Code, Title 9, dealing with nuisances.**

Per 9.04.010(10) – Classic Vehicles: Owner is required to show proof ownership of vehicles stored on property and proof of restoration. Contact Officer McCoy at 229-5184 for an appointment.

Per 9.04.010(11) Vehicle Insp/Enf: Owner must show proof of ownership of all stored vehicles, show proof of restoration once vehicles qualify as a "classic" vehicle, place a fitted car cover over the vehicles when not actively working on vehicles and store according to code.

Per 9.12.030 – Stored Materials: Remove cooling unit, red fabric chairs and any other items stored in public view.

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

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

<u>Per 9.04.040 – Conformance Require</u>: Remove or obtain all required permits and inspections for shed and shade/patio cover located in North side yard.

<u>Per 9.04.010(1) – Res Veh Storage:</u> Remove vehicles stored on South side (Rocky Point) of property. Vehicles are not stored according to City code (c).

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #25 Eric McCoy at 229-5184, to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re- inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will

collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price.

If you disagree with the assessment of Neighborhood Response, then within ten (10) days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal.

The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

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

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Attorney G. Graziadei

Graziadei & Cantor, Ltd.
Attorneys at Law

GEORGE E. GRAZIADEI
SCOTT MICHAEL CANTOR

PLEASE REFER TO:

December 10, 2009

Via Facsimile (702) 382-4803

Beverly K. Bridges,
City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 DEC 10 P 3:31

RE: Michael E. Pavich
409 Santa Fe Street
Las Vegas, Nevada 89145-5327
Case No. 56923

Dear Ms. Bridges:

Kindly allow this letter to introduce the undersigned as an attorney with the law firm representing the interests of Mr. Michael E. Pavich in the above-referenced.

On December 9, 2009, Mr. Pavich and my office received the attached Nuisance Notice and Order to Comply, dated December 7, 2009.

Please consider this letter formal notice that we wish to appeal this matter.

Upon the filing of our appeal notice, please fax a file-stamped copy to my office at (702) 477-0020.

Sincerely,

GRAZIADEI & CANTOR, LTD.

George E. Graziadei

GEORGE E. GRAZIADEI, ESQ.

GEG\lp

Enclosure, as stated.

Cc: Mr. Pavich

Graziadei & Cantor, Ltd.
Attorneys at Law

GEORGE E. GRAZIADEI
SCOTT MICHAEL CANTOR

December 14, 2009

PLEASE REFER TO:

Via Facsimile (702) 382-4803

Vicki Skilbred,
Chief Deputy City Clerk
City Clerk's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2009 DEC 14 A 11:52

RE: Michael E. Pavich
409 Santa Fe Street
Las Vegas, Nevada 89145-5327
Case No. 56923

Dear Ms. Skilbred:

Thank you for your facsimile of December 10th in response to our appeal notice in the above-referenced matter.

When calendaring the January 6, 2010 Hearing date you provided, it was noted that we have two Court appearances previously scheduled for that morning: (1) a Hearing on a Motion to Dismiss in District Court, Department 15 at 8:30 a.m., Case No. A524510; and (2) a Status Check in Family Court, Department I at 9:00 a.m., Case No. D257607.

As such, I would appreciate it if we could reschedule the January 6th Hearing date to allow me to appear before the City Council with my client, Mr. Pavich.

Thank you in advance for your consideration.

Sincerely,

GRAZIADEI & CANTOR, LTD.

George E Graziadei

GEORGE E. GRAZIADEI, ESQ.

GEG\lp

cc: Mr. Pavich

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

CORRECTED LETTER

December 21, 2009 CERTIFIED & REGULAR MAIL

Mr. Michael E. Pavich
409 Santa Fe Street
Las Vegas, Nevada 89145-5327

Re: Appeal of the Notice and Order to Comply for property located at 409 Santa Fe Street, Case #56923

Dear Mr. Pavich:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 20th day of January, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on December 10, 2009, requesting the same, concerning the Notice and Order to Comply for property located at 409 Santa Fe Street.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Daniel Still, Deputy City Attorney
Kimberly Reid, Ward 1 Executive Assistant
George E. Graziadei, Esq.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

December 10, 2009 CERTIFIED & REGULAR MAIL

Mr. Michael E. Pavich
409 Santa Fe Street
Las Vegas, Nevada 89145-5327

Re: Appeal of the Notice and Order to Comply for property located at 409 Santa Fe Street, Case #56923

Dear Mr. Pavich:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 6th day of January, 2010, at the hour of 9:00 a.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on December 10, 2009, requesting the same, concerning the Notice and Order to Comply for property located at 409 Santa Fe Street.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Daniel Still, Deputy City Attorney
Kimberly Reid, Ward 1 Executive Assistant
George E. Graziadei, Esq.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

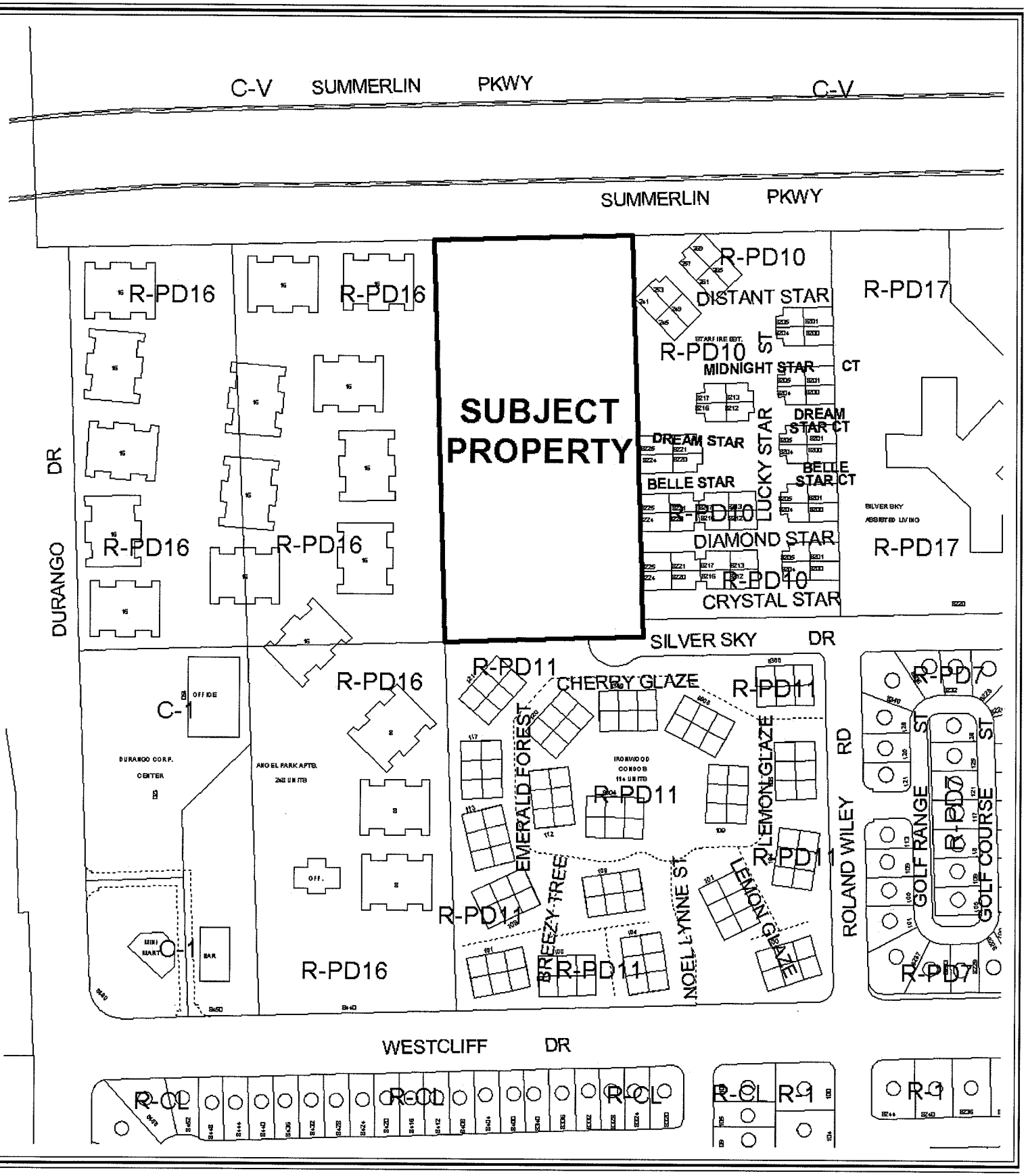
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36845 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: HOT ENDEAVORS LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-13867) FROM U (UNDEVELOPED) [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO R-3 (MEDIUM DENSITY RESIDENTIAL) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road (APN 138-28-401-015), 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 ZON-13867



CASE: **EOT-36845**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

0 200 400 Feet

CASE: **EOT-36845**

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36845 – EXTENSION OF TIME – REZONING –
APPLICANT/OWNER: HOT ENDEAVOR LLC

** CONDITIONS **

STAFF RECOMMENDATION: APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Rezoning (ZON-13867) from U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to R-3 (Medium Density Resolution) for a proposed three-story, 125-unit Senior Citizen Apartment Development. No plans have been submitted for review, nor have building permits been issued for the proposed use. New entitlements have been approved for a Senior Citizen's Apartment development to the east of the subject site. The applicant is requesting an extension of time due to a bankruptcy and financial difficulties. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/02/83	The City Council approved a request for a Petition to Annex (A-0010-83) property generally located west of Lorenzi Boulevard between Westcliff Drive and Washington Avenue containing approximately 922 acres of land with an effective date of 12/30/83. The Planning Commission recommended approval on 09/08/83.
03/21/01	The City Council approved a request to amend a portion of the Southwest Sector of the General Plan (GPA-0037-00) from ROW (Right-of-Way) to PF (Public Facilities) on 2.5 acres on the south side of Washington Avenue, approximately 550 feet west of Buffalo Drive. The Planning Commission recommended approval on 02/08/01.
05/15/02	The City Council approved a request to amend a portion of the Southwest Sector of the General Plan (GPA-0003-02) from ROW (Right-of-Way) and P (Parks/Recreation/Open Space) to P (Parks/Recreation/Open Space) on approximately 156 acres located adjacent to the south side of Washington Avenue between Buffalo Drive and Durango Drive and adjacent to the west side of Durango Drive between Summerlin Parkway and Vegas Drive. The Planning Commission recommended approval on 04/11/02.
	The City Council approved a related request for Rezoning (Z-0017-02) from U (Undeveloped) [ROW (Right-of-Way) general Plan Designation] and C-V (Civic) to C-V (Civic).

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/16/02	The City Council approved a request for a Site Development Plan Review [Z-0017-02(1)] for a proposed City Park on approximately 156 acres located adjacent to the south side of Washington Avenue between Buffalo Drive and Durango Drive and adjacent to the west side of Durango Drive between Summerlin Parkway and Vegas Drive. The Planning Commission recommended approval on 04/11/02.
08/16/06	The City Council approved a request for a Rezoning (ZON-13867) from U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to R-3 (Medium Density Residential) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road. The Planning Commission recommended denial on 07/13/06.
	The City Council approved a related request for a Site Development Plan Review (SDR-13866) for a 125-unit Senior Living Apartment Facility.
12/05/07	The City Council approved a request for a Site Development Plan Review (SDR-24254) for a proposed three-story, 125-unit Senior Citizen Apartment Development adjacent to the south side of Summerlin Parkway at the west end of Silver Sky Drive. The Planning Commission recommended approval on 11/08/07.
08/06/08	The City Council approved a request for an Extension of Time (EOT-28526) of a previously approved Rezoning (ZON-13867) from U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to R-3 (Medium Density Residential) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road.
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	5.0

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land-Proposed Senior Citizen Apartment Development	M (Medium Density Residential)	U (Undeveloped) [M (Medium Density Residential) General Plan Designation] with a Resolution of Intent to R-3 (Medium Density Residential)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
North	ROW (Right-of-Way)- Summerlin Parkway	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Condominiums	M (Medium Density Residential)	R-PD11 (Residential Planned Development-11 Units per Acre)
East	Townhouses	MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development-10 Units per Acre)
West	Apartments	M (Medium Density Residential)	R-PD16 (Residential Planned Development-16 Units per Acre)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Rezoning (ZON-13867) from U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to R-3 (Medium Density Residential) for a proposed three-story, 125-unit Senior Citizen Apartment Development located adjacent to the south side of Summerlin Parkway at the west end of Silver Sky Drive.

No plans have been submitted for review, nor have building permits been issued for the proposed use. Title 19.18.040 allows an extension of time or reinstatement of zoning approval as long as the zoning continues to conform to the use and density classification of the General Plan, and remains consistent with the surrounding area and pattern of development.

FINDINGS

The applicant is requesting an extension of time due to a bankruptcy and financial difficulties. The rezoning conforms to the use and density classification of R-3 (Medium Density Residential) and is consistent with the surrounding area and pattern of development; therefore, staff is recommending approval.

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-36845** APN: 138-28-401-015

Name of Property Owner: HOT ENDEAVOR LLC

Name of Applicant: HOT ENDEAVOR LLC

Name of Representative: MELANI SCHULTE

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: Melani Schulte

Print Name: MELANI SCHULTE

Subscribed and sworn before me

This 4th day of December, 20 09

Mary Wood

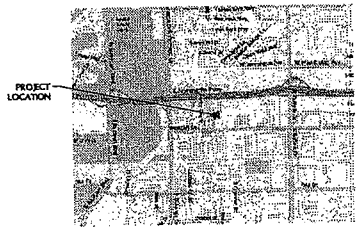
Notary Public in and for said County and State

MARY WOOD
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 01-67704-1
MY APPT. EXPIRES APRIL 24, 2013

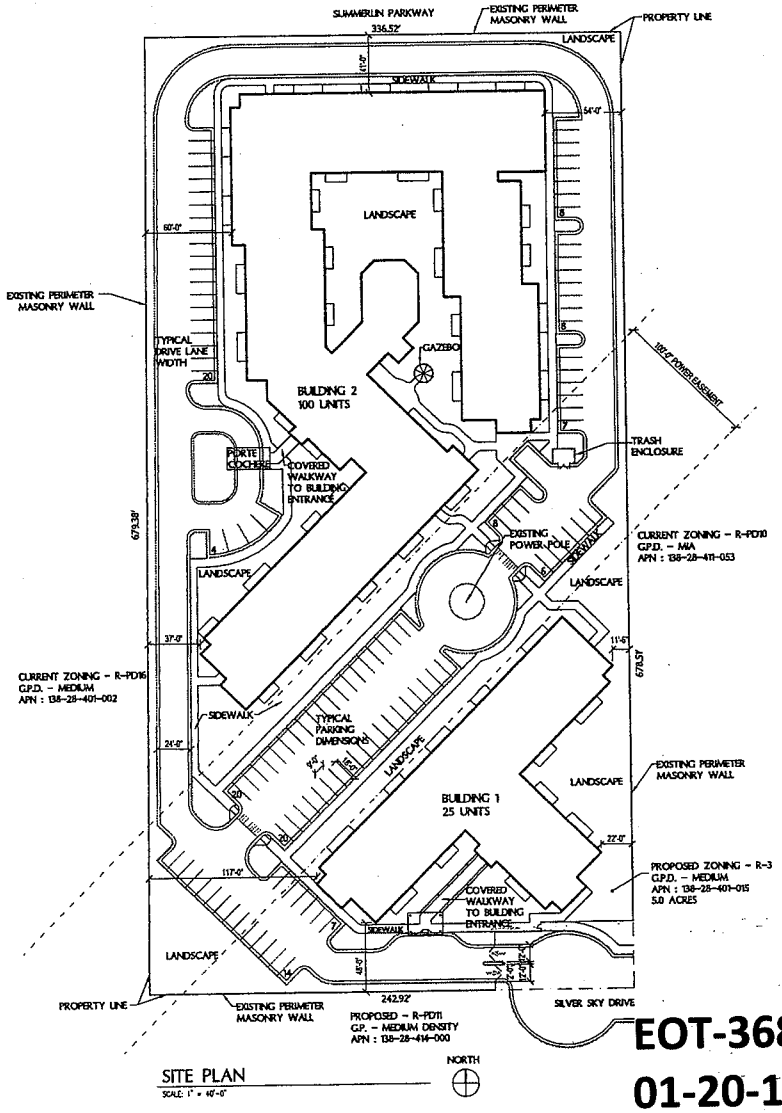
SITE INFORMATION

AREA	
LOT	217,800 S.F. (5 ACRES)
BUILDINGS (FOOTPRINTS ONLY)	
BUILDING ONE	18,932 S.F.
BUILDING TWO	51,526 S.F.
TOTAL	70,458 S.F.
COVERAGE	32.3%
DENSITY	
5 ACRES @25 UNITS/ACRE	125 UNITS
PARKING REQUIRED	
125 UNITS @ 0.75 PER UNIT	94 SPACES
PARKING PROVIDED	122 SPACES

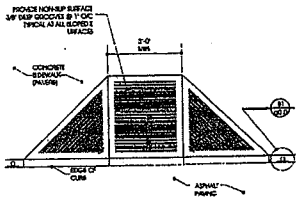
VICINITY MAP



CASA BELLA - DWELLING UNIT TABULATION					
BUILDING 1	UNIT TYPE				
	800 S.F. 1 BEDROOM, 1 BATH	1000 S.F. 2 BEDROOM, 2 BATH	1200 S.F. 2 BEDROOM, 2 BATH	1500 S.F. 3 BEDROOM, 2 BATH	TOTAL
1ST FLOOR	3	2	3	4	12
2ND FLOOR	4	2	3	4	13
TOTAL	7	4	6	8	25
BUILDING 2	UNIT TYPE				
	800 S.F. 1 BEDROOM, 1 BATH	1000 S.F. 2 BEDROOM, 2 BATH	1200 S.F. 2 BEDROOM, 2 BATH	1500 S.F. 3 BEDROOM, 2 BATH	TOTAL
1ST FLOOR	4	10	13	3	30
2ND FLOOR	5	12	14	4	35
3RD FLOOR	5	12	14	4	35
TOTAL	14	34	41	11	100
GRAND TOTAL	21	38	47	19	125



SITE PLAN
SCALE: 1" = 40'-0"



ACCESSIBLE RAMP
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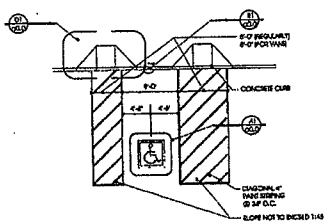
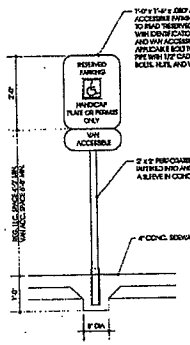
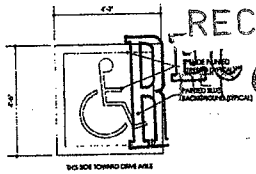


ACCESSIBLE PARKING
SCALE: NTS



ACCESSIBLE SIGN
SCALE: NTS



ACCESSIBLE LOGO
SCALE: NTS

RECEIVED
0 4 2009

EOT-36845
01-20-10 CC

JUSTICATION LETTER.

HOT ENDEAVOR LLC

WE ARE REQUESTING AN EXTENSION OF TIME TO COMPLETE OUR PROJECT DUE TO A CURRENT BANKRUPTCY + THE CURRENT FINANCIAL CRISIS.

HOT ENDEAVOR LLC
Melvin Schultz
12/4/09

EOT-36845
01-20-10 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

August 18, 2006

Ms. Melani Schulte
Hot Endeavor, LLC
7201 West Lake Mead Boulevard, Suite 550
Las Vegas, Nevada 89128-8347

RE: ZON-13867 - REZONING
CITY COUNCIL MEETING OF AUGUST 16, 2006
RELATED TO SDR-13866

Dear Applicant:

The City Council at a regular meeting held August 16, 2006 APPROVED the request for a Rezoning FROM: U (UNDEVELOPED) [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road (APN 138-28-401-015). The Notice of Final Action was filed with the Las Vegas City Clerk on August 17, 2006. This approval is subject to:

Planning and Development

1. A Resolution of Intent with a two-year time limit is hereby granted.

2. A Site Development Plan Review (SDR-13866) application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

3. Dedicate 30 feet of right-of-way and those portions of Silver Sky Drive necessary to complete the cul-de-sac adjacent to this site prior to the issuance of any permits.

4. Construct all incomplete half-street improvements on Silver Sky Drive adjacent to this site concurrent with development of this site.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

EOT-36845
01-20-10 CC

5. 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,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Donna Thornton
Integrity Engineering
2480 East Tompkins Avenue, Suite #232
Las Vegas, Nevada 89121

EOT-36845
01-20-10 CC

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

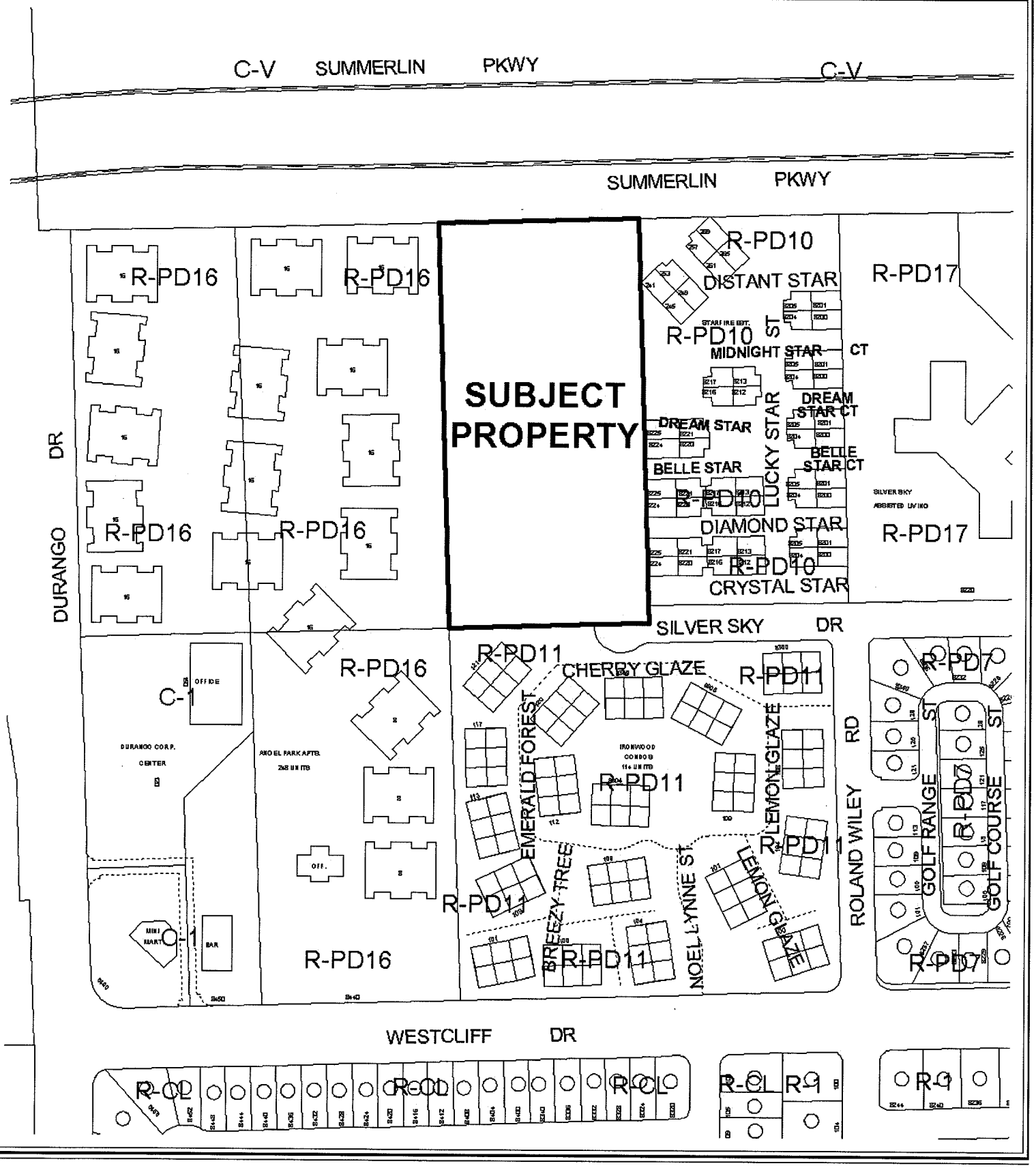
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36846 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: HOT ENDEAVOR LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24254) FOR A PROPOSED THREE-STORY, 125-UNIT SENIOR CITIZEN APARTMENT DEVELOPMENT on 5.0 acres adjacent to the south side of Summerlin Parkway at the west end of Silver Sky Drive (APN 138-28-401-015), U (Undeveloped) [M (Medium Density Residential) General Plan Designation] under Resolution of Intent to R-3 (Medium Density Residential) 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 SDR-24254



CASE: **EOT-36846**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

CASE: **EOT-36846**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36846 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW – APPLICANT/OWNER: HOT ENDEAVOR LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-24254) shall expire on December 5, 2011 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-24254) 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 Site Development Plan Review (SDR-24254) for a proposed three-story, 125-unit Senior Citizen Apartment Development. No plans have been submitted for review, nor have building permits been issued for the proposed use. There have been new entitlements approved for Senior Citizen Apartment developments to the east of the subject site. The applicant is requesting an extension of time due to a bankruptcy and financial difficulties. Staff is recommending approval of this request with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/02/83	The City Council approved a request for a Petition to Annex (A-0010-83) property generally located west of Lorenzi Boulevard between Westcliff Drive and Washington Avenue containing approximately 922 acres of land with an effective date of 12/30/83. The Planning Commission recommended approval on 09/08/83.
03/21/01	The City Council approved a request to amend a portion of the Southwest Sector of the General Plan (GPA-0037-00) from ROW (Right-of-Way) to PF (Public Facilities) on 2.5 acres on the south side of Washington Avenue, approximately 550 feet west of Buffalo Drive. The Planning Commission recommended approval on 02/08/01.
05/15/02	The City Council approved a request to amend a portion of the Southwest Sector of the General Plan (GPA-0003-02) from ROW (Right-of-Way) and P (Parks/Recreation/Open Space) to P (Parks/Recreation/Open Space) on approximately 156 acres located adjacent to the south side of Washington Avenue between Buffalo Drive and Durango Drive and adjacent to the west side of Durango Drive between Summerlin Parkway and Vegas Drive. The Planning Commission recommended approval on 04/11/02.
	The City Council approved a related request for Rezoning (Z-0017-02) from U (Undeveloped) [ROW (Right-of-Way) general Plan Designation] and C-V (Civic) to C-V (Civic).

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/16/02	The City Council approved a request for a Site Development Plan Review [Z-0017-02(1)] for a proposed City Park on approximately 156 acres located adjacent to the south side of Washington Avenue between Buffalo Drive and Durango Drive and adjacent to the west side of Durango Drive between Summerlin Parkway and Vegas Drive. The Planning Commission recommended approval on 04/11/02.
08/16/06	The City Council approved a request for a Rezoning (ZON-13867) from U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to R-3 (Medium Density Residential) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road. The Planning Commission recommended denial on 07/13/06.
	The City Council approved a related request for a Site Development Plan Review (SDR-13866) for a 125-unit Senior Living Apartment Facility.
12/05/07	The City Council approved a request for a Site Development Plan Review (SDR-24254) for a proposed three-story, 125-unit Senior Citizen Apartment Development adjacent to the south side of Summerlin Parkway at the west end of Silver Sky Drive. The Planning Commission recommended approval on 11/08/07.
08/06/08	The City Council approved a request for an Extension of Time (EOT-28526) of a previously approved Rezoning (ZON-13867) from U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to R-3 (Medium Density Residential) on 5.0 acres approximately 335 feet west of the intersection of Silver Sky Drive and Roland Wiley Road.
Related Building Permits/Business Licenses	
There have been no building permits or business licenses 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	5.0

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land-Proposed Senior Citizen Apartment Development	M (Medium Density Residential)	U (Undeveloped) [M (Medium Density Residential) General Plan Designation] with a Resolution of Intent to R-3 (Medium Density Residential)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
North	ROW (Right-of-Way)- Summerlin Parkway	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Condominiums	M (Medium Density Residential)	R-PD11 (Residential Planned Development-11 Units per Acre)
East	Townhouses	MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development-10 Units per Acre)
West	Apartments	M (Medium Density Residential)	R-PD16 (Residential Planned Development-16 Units per Acre)

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-24254) for a proposed three-story, 125-unit Senior Citizen Apartment Development located adjacent to the south side of Summerlin Parkway at the west end of Silver Sky Drive. No plans have been submitted for review, nor have building permits been issued for the proposed use.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-24254) has not met the requirements outlined in Title 19.18.050, as no permits have been issued for the proposed project. There have been new entitlements approved for Senior Citizen Apartments to the east of the subject site. The applicant is requesting an extension of time due to a bankruptcy and financial difficulties. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-24254) 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-36846 APN: 138-28-401-015

Name of Property Owner: HOT ENDEAVOR LLC

Name of Applicant: HOT ENDEAVOR LLC

Name of Representative: MELANI SCHULTE

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: Melani Schulte

Print Name: MELANI SCHULTE

Subscribed and sworn before me

This 4th day of December 2009

Mary Wood

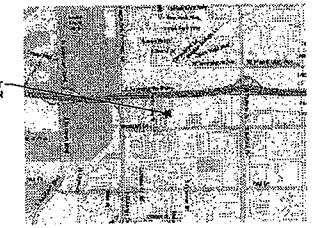
Notary Public in and for said County and State

MARY WOOD
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 01-67704-1
MY APPT. EXPIRES APRIL 24, 2013

SITE INFORMATION

AREA	
LOT	217,800 S.F. (5 ACRES)
BUILDINGS (FOOTPRINTS ONLY)	
BUILDING ONE	18,932 S.F.
BUILDING TWO	51,526 S.F.
TOTAL	70,458 S.F.
COVERAGE	32.3%
DENSITY	
5 ACRES @25 UNITS/ACRE	125 UNITS
PARKING REQUIRED	
125 UNITS @ 0.75 PER UNIT	94 SPACES
PARKING PROVIDED	122 SPACES

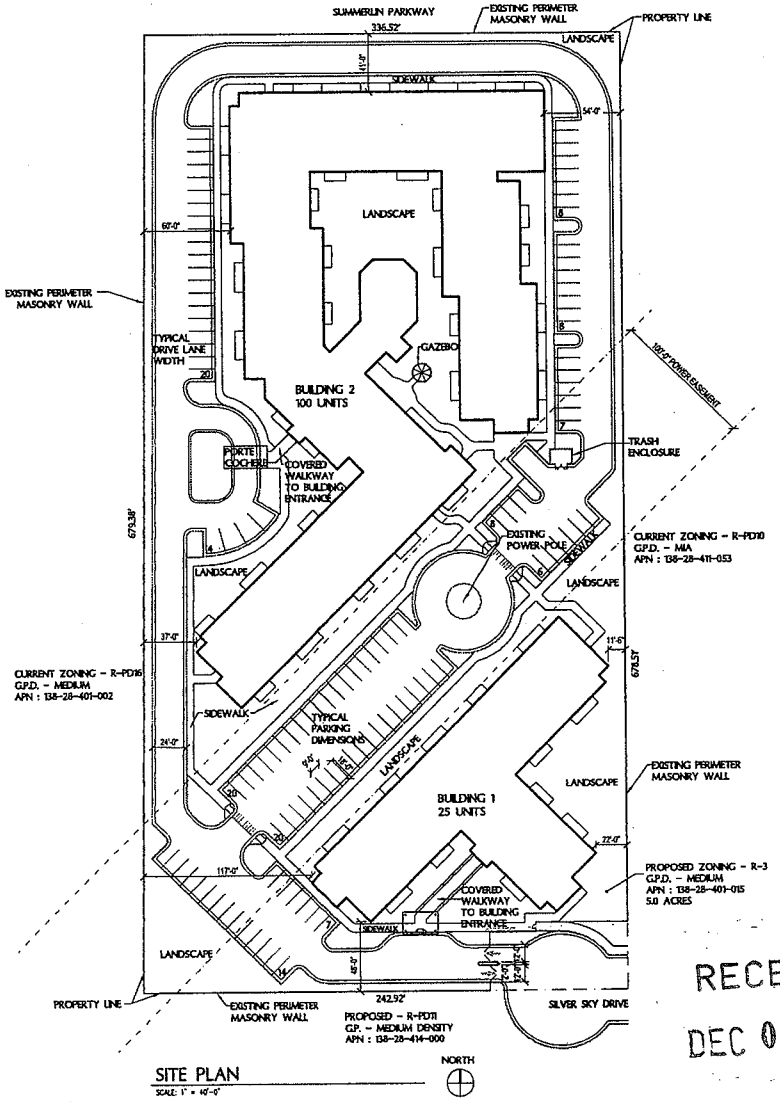
VICINITY MAP



CASA BELLA - DWELLING UNIT TABULATION

BUILDING 1	UNIT TYPE				
	800 S.F. 1 BEDROOM, 1 BATH	1000 S.F. 2 BEDROOM, 2 BATH	1200 S.F. 2 BEDROOM, 2 BATH	1500 S.F. 3 BEDROOM, 2 BATH	TOTAL
1ST FLOOR	3	2	3	4	12
2ND FLOOR	4	2	3	4	13
TOTAL	7	4	6	8	25

BUILDING 2	UNIT TYPE				
	800 S.F. 1 BEDROOM, 1 BATH	1000 S.F. 2 BEDROOM, 2 BATH	1200 S.F. 2 BEDROOM, 2 BATH	1500 S.F. 3 BEDROOM, 2 BATH	TOTAL
1ST FLOOR	4	10	13	3	30
2ND FLOOR	5	12	14	4	35
3RD FLOOR	5	12	14	4	35
TOTAL	14	34	41	11	100
GRAND TOTAL	21	38	47	19	125



SITE PLAN
SCALE: 1" = 40'-0"

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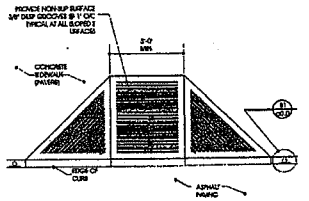

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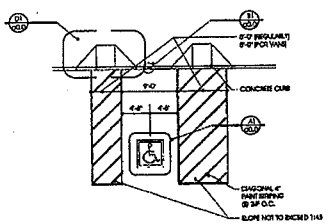

ACCESSIBLE PARKING
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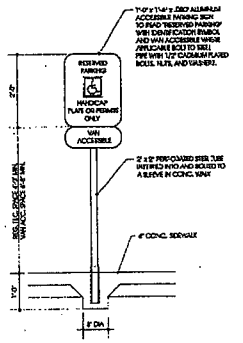

ACCESSIBLE SIGN
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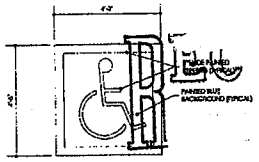

ACCESSIBLE LOGO
SCALE: NTS

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LAS VEGAS, NEVADA

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October 09, 2007

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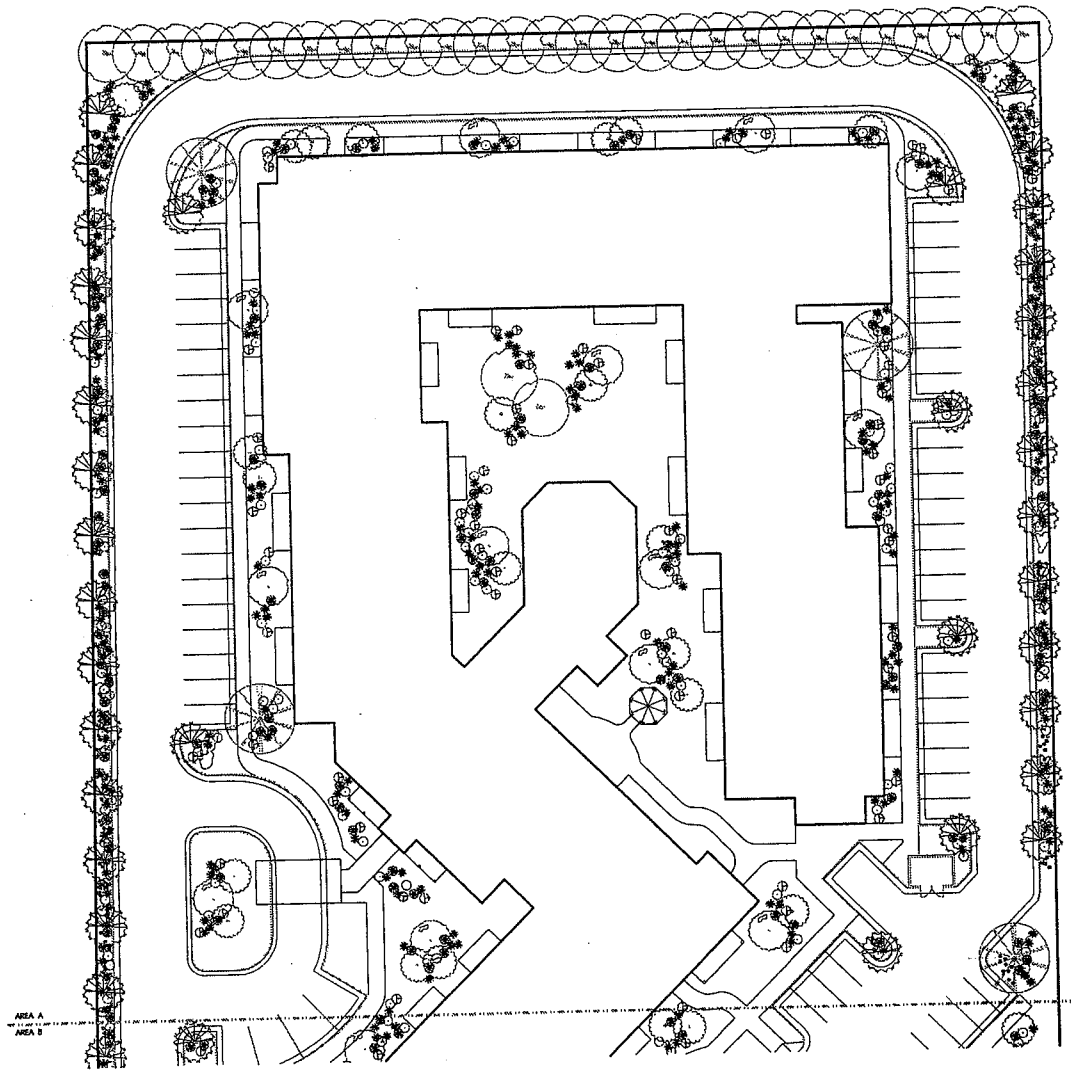

LANDSCAPE PLAN – AREA A

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	PINUS ELDARICA	MONDEL PINE	24" BOX	45
	ACACIA STENOPHYLLA	SHOESTRING ACACIA	24" BOX	47
	CHITALPA TASHKENTENSIS	CHITALPA	24" BOX	31
	QUERCUS VIRGINIANA	LIVE OAK		11
	ELAEOCORPUS RECPENS	JAPANESE BLUEBERRY		38

SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	EPHEDRA VIRIDIS	MORMON TEA	5 GAL.	243
		PINK LADY HAWTHORNES	5 GAL.	145
		DWARF MOCK ORANGE	5 GAL.	418
		ROSEMARY	5 GAL.	96

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY/ REMARKS
	LANTANA MONTEVIDENSIS	SUN GOLD LANTANA	1 GAL.	2'-0" O.C.
	LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GAL.	2'-0" O.C.
	ALOE SAPONARIA	AFRICAN ALOE	1 GAL.	2'-0" O.C.

DECOMPOSED GRANITE COBBLE, MOJAVE GOLD—3/4" SCREENED @ 2" DEEP IN ALL PLANTING AREAS

GENERAL NOTES

QUANTITIES SHOWN ARE FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COUNT PLANTS SHOWN ON THE PLAN.

50% MINIMUM VEGETATIVE COVER REQUIRED IN ALL NON-PAVED AREAS (TYP.)

PROVIDE ROOT GUARD WHERE TREES ARE LOCATED LESS THAN 3'-0" FROM WALKS/DRIVES (TYP.)

ALL TURF AREAS TO BE 6'-0" MIN. FROM BUILDINGS AND BLOCK WALLS

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October 09, 2007

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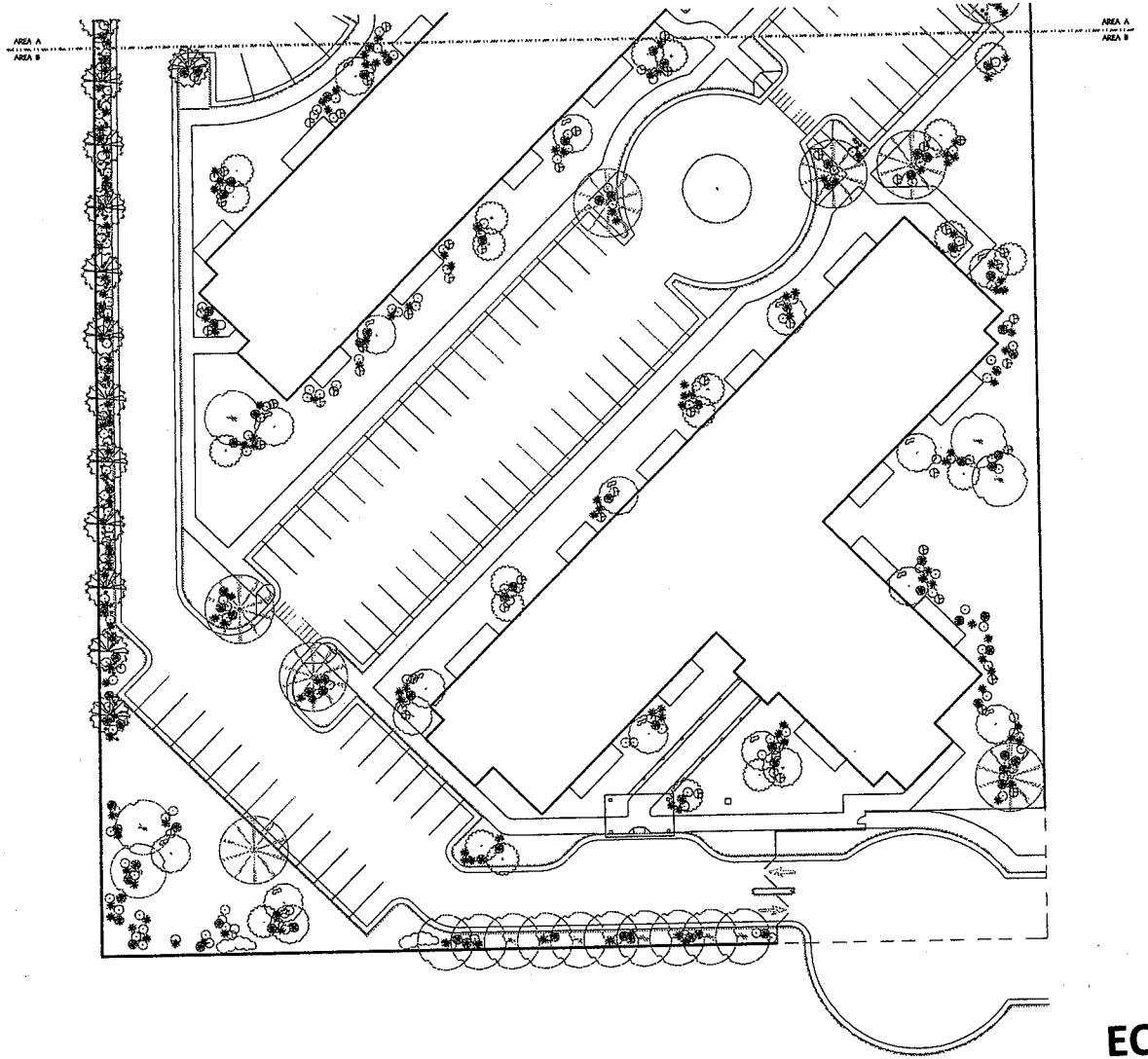

LANDSCAPE PLAN – AREA B

SCALE: 1" = 20'-0"

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	PINUS ELDARICA	MONDEL PINE	24" BOX	45
	ACACIA STENOPHYLLA	SHOESTRING ACACIA	24" BOX	47
	CHITALPA TASHKENTENSIS	CHITALPA	24" BOX	31
	QUERCUS VIRGINIANA	LIVE OAK		11
	ELAEOCORPUS DECIPIENS	JAPANESE BLUEBERRY		38

SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	EPHEDRA VIRDIS	MORMON TEA	5 GAL.	243
		PINK LADY HAWTHORNES	5 GAL.	145
		DWARF MOCK ORANGE	5 GAL.	418
		ROSEMARY	5 GAL.	96

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY/ REMARKS
	LANTANA MONTEVIDENSIS	SUN GOLD LANTANA	1 GAL.	2'-0" O.C.
	LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GAL.	2'-0" O.C.
	ALOE SAPONARIA	AFRICAN ALOE	1 GAL.	2'-0" O.C.

DECOMPOSED GRANITE COBBLE, MOJAVE GOLD—3/4" SCREENED @ 2" DEEP IN ALL PLANTING AREAS

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PROVIDE ROOT GUARD WHERE TREES ARE LOCATED LESS THAN 5'-0" FROM WALKS/DRIVES (TYP.)

ALL TURF AREAS TO BE 6'-0" MIN. FROM BUILDINGS AND BLOCK WALLS

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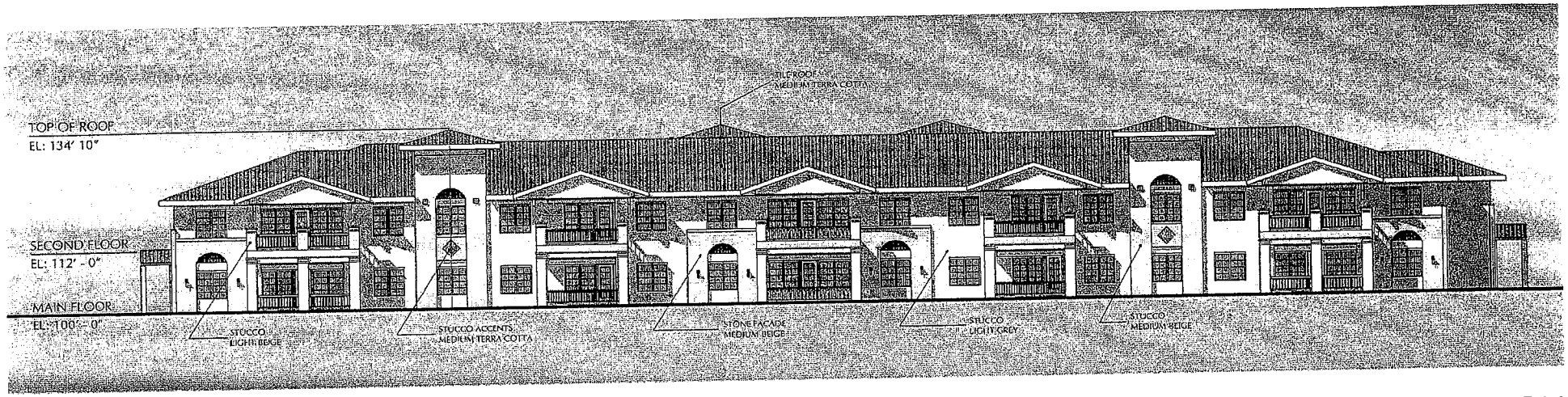

BUILDING 1 - NORTH ELEVATION
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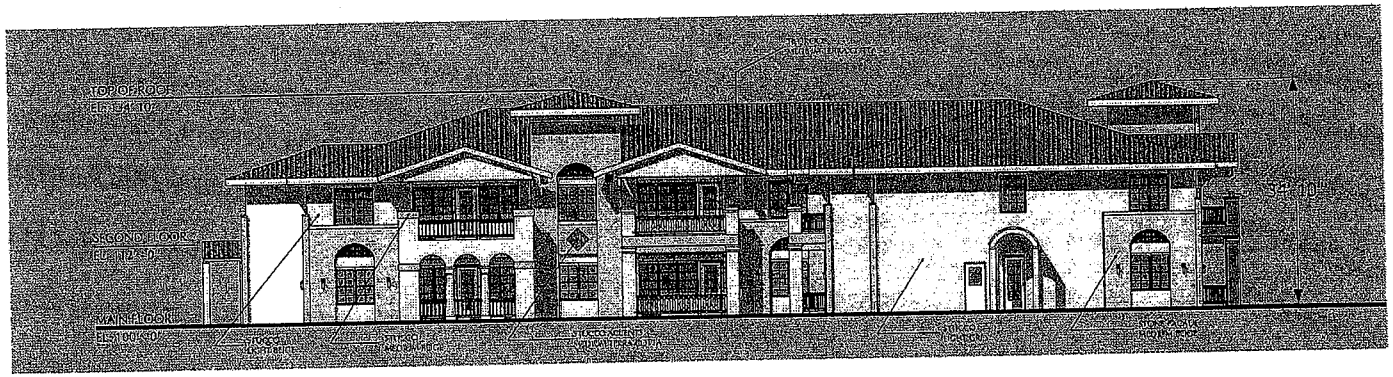

BUILDING 1 - EAST ELEVATION
N.T.S.

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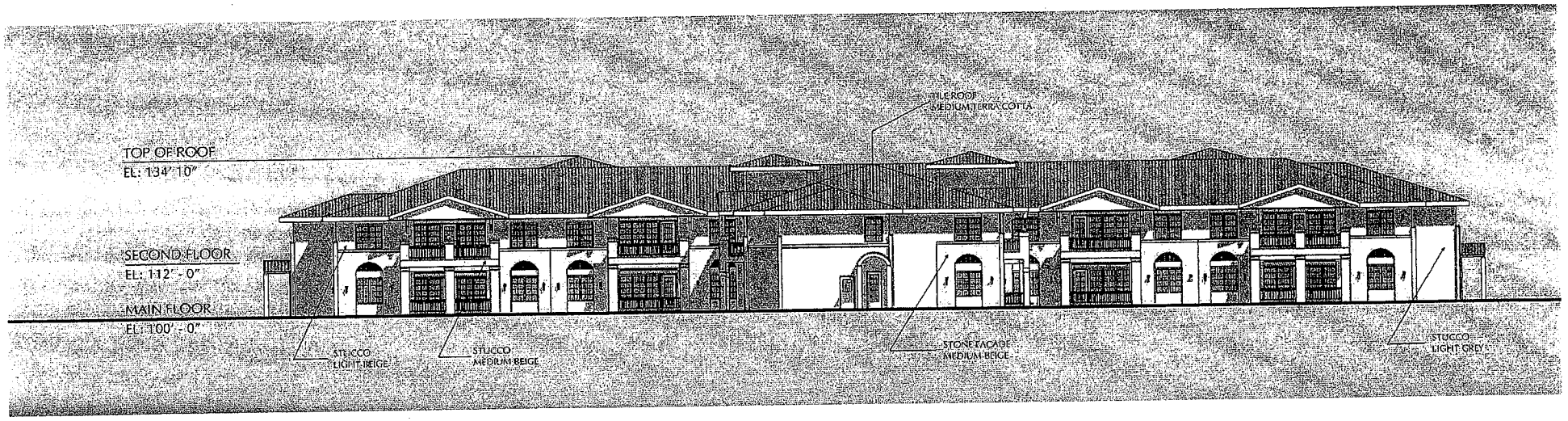

BUILDING 1 - SOUTH ELEVATION
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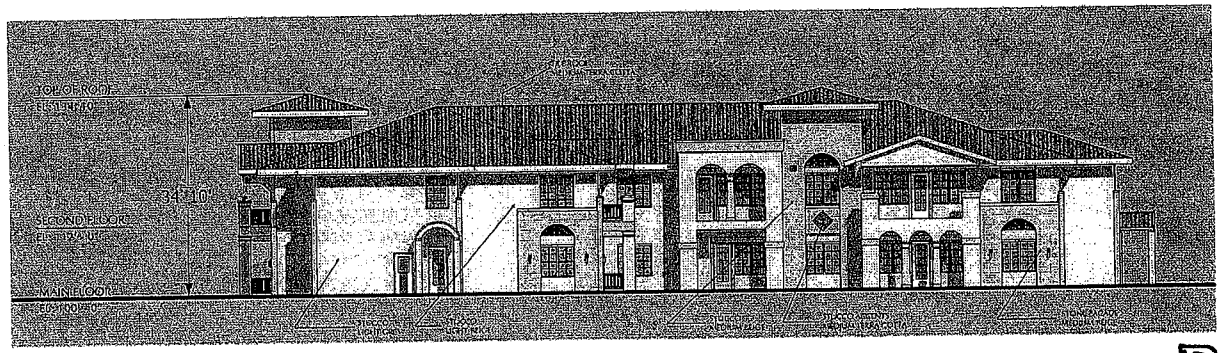

BUILDING 1 - WEST ELEVATION
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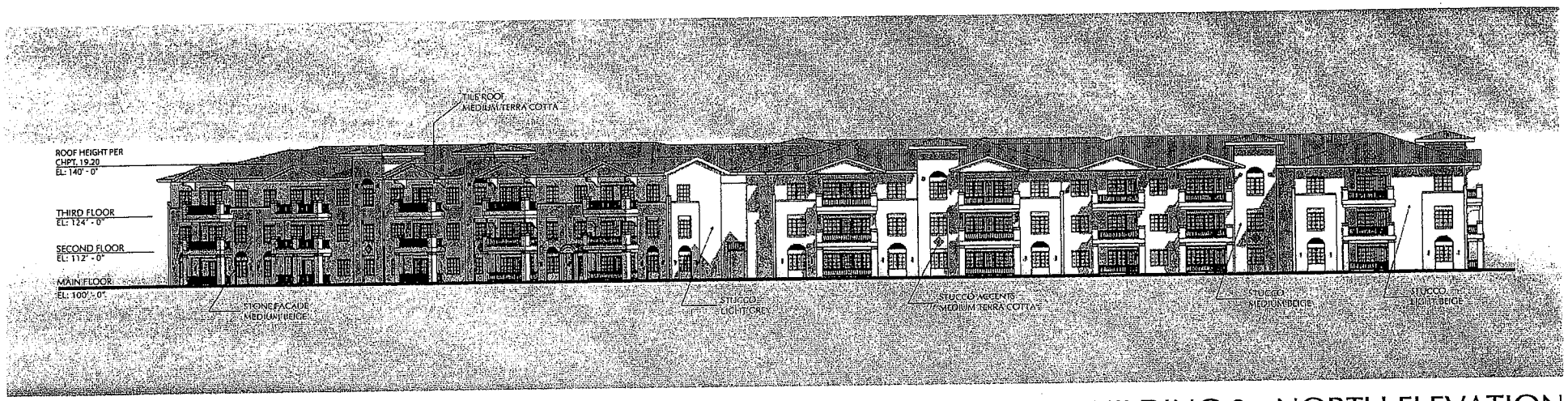

BUILDING 2 - NORTH ELEVATION

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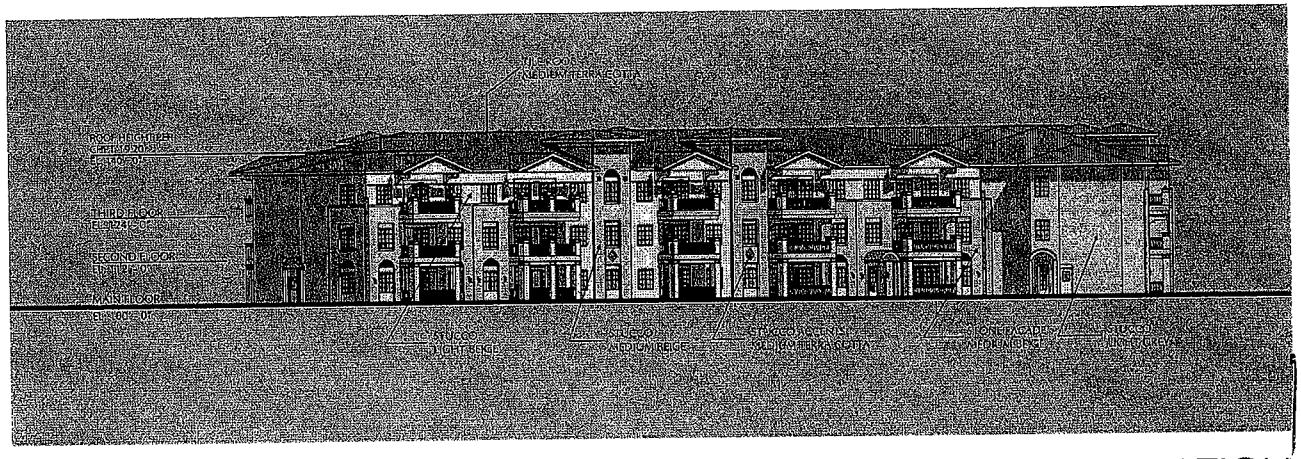

BUILDING 2 - EAST ELEVATION

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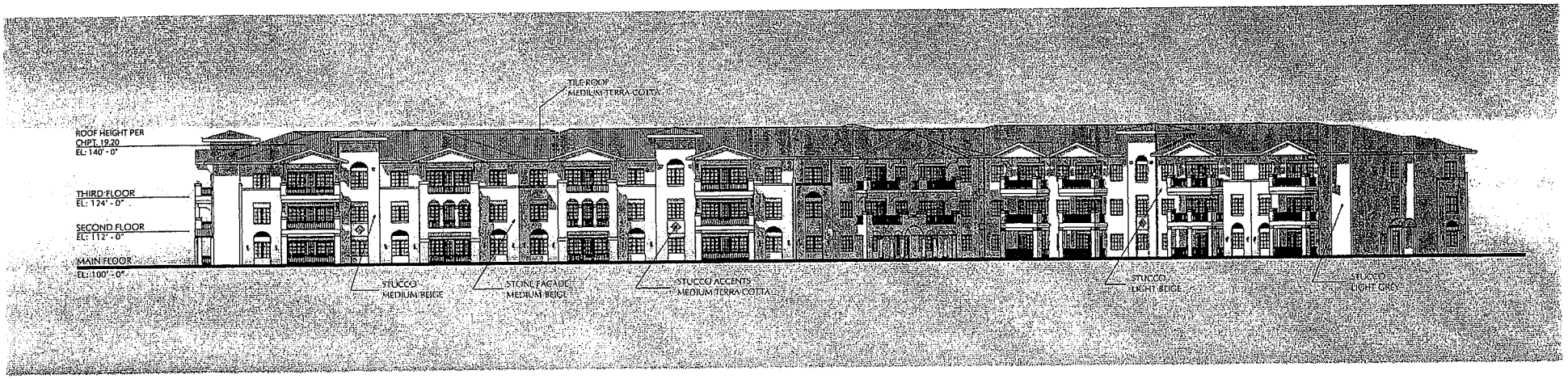

BUILDING 2 - SOUTH ELEVATION

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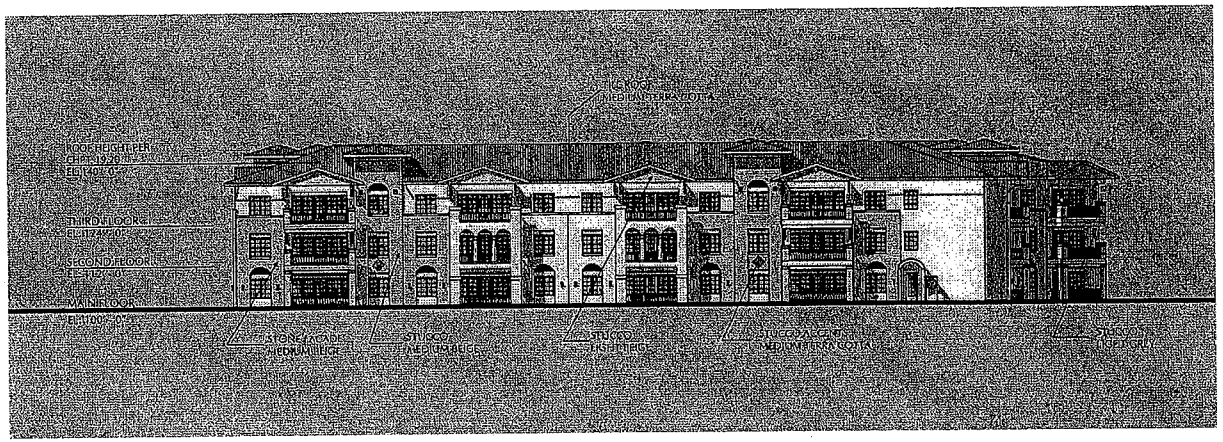

BUILDING 2 - WEST ELEVATION

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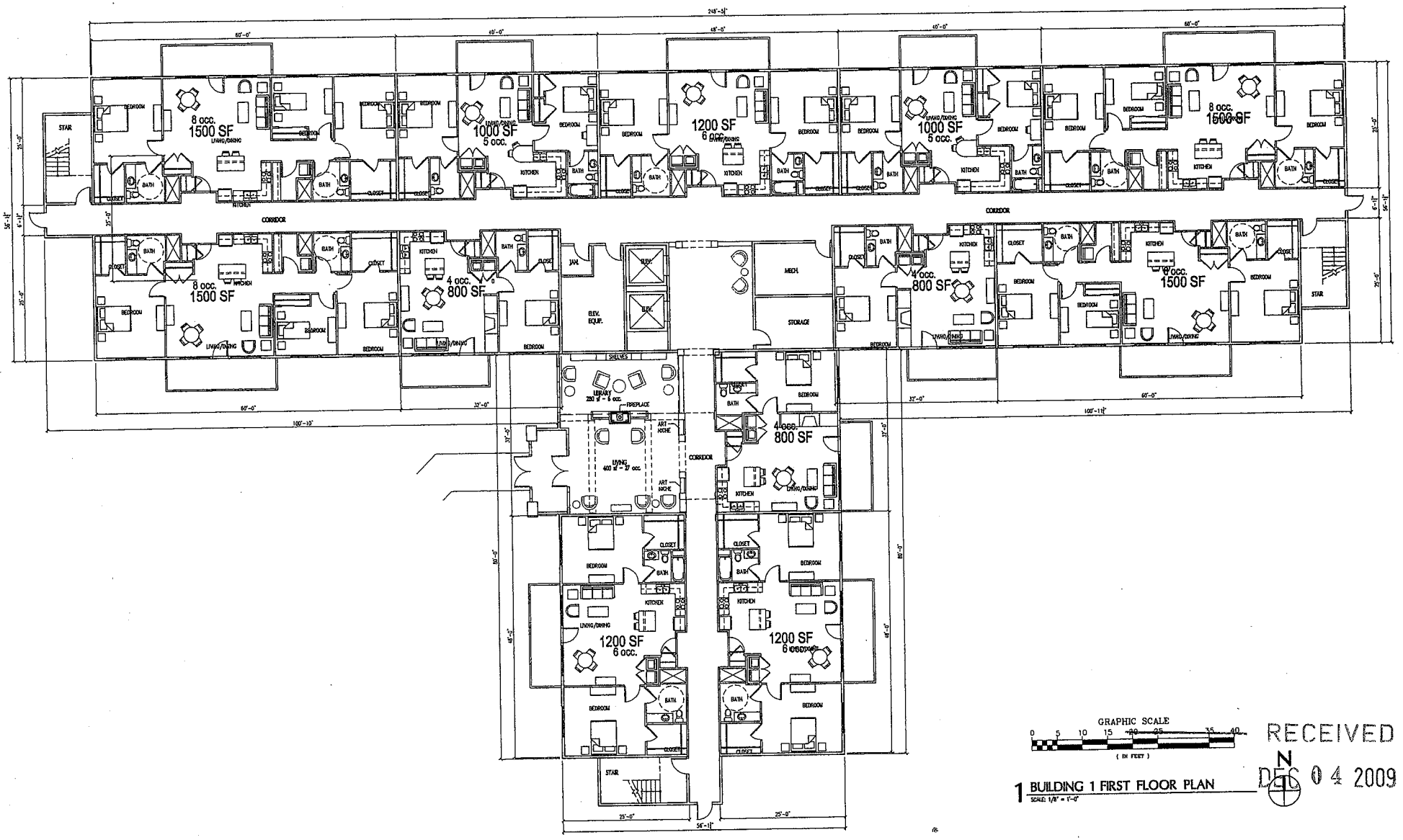

GRAPHIC SCALE
0 5 10 15 20 25 30 40
(IN FEET)

1 BUILDING 1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

N

RECEIVED
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2735_A2.1.0.dwg

1/15/2004

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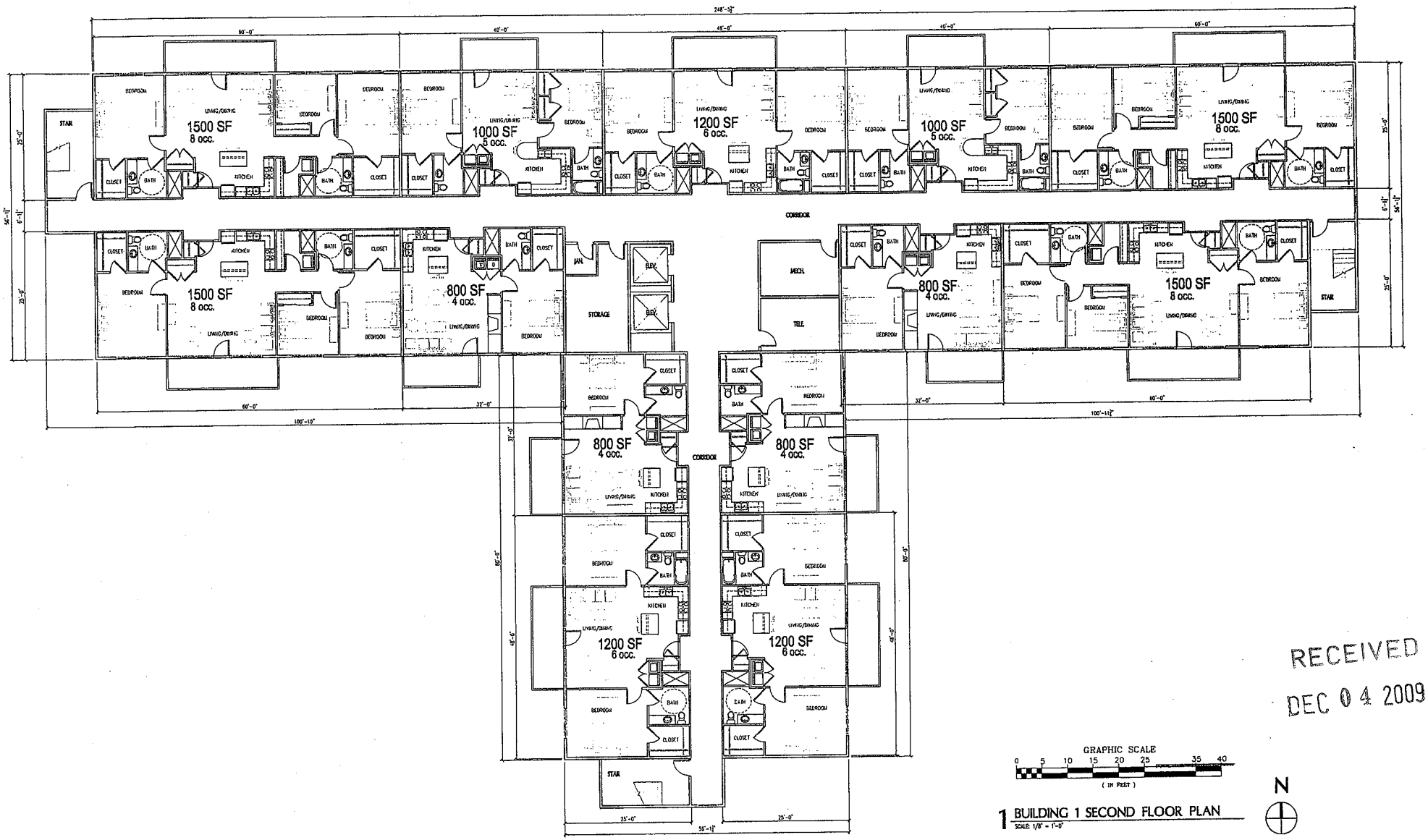

1 BUILDING 1 SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

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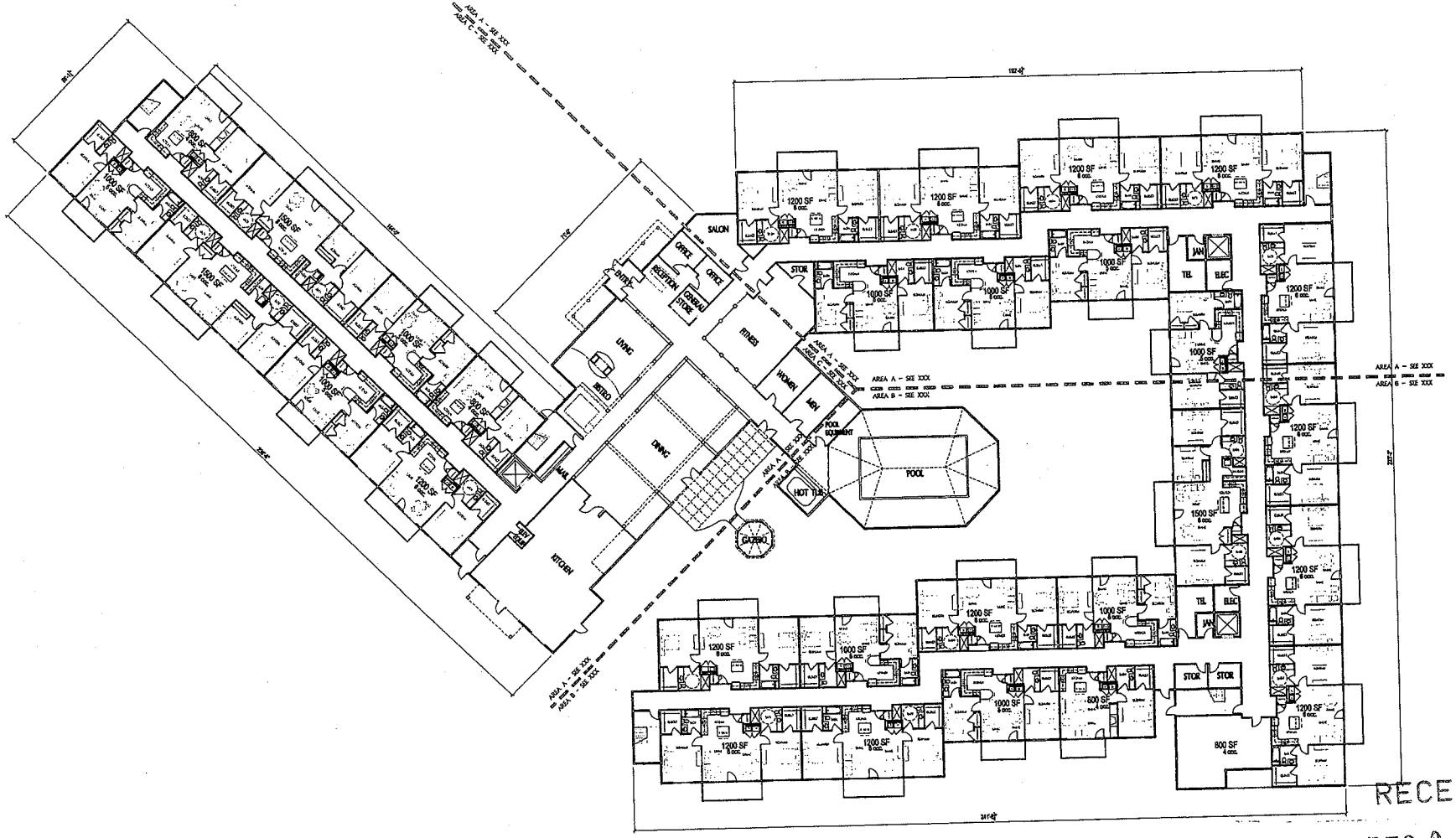

GRAPHIC SCALE
0 5 10 20 40
(IN FEET)

1 BUILDING 2 FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"

N

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DEC 04 2009

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EOT-36846

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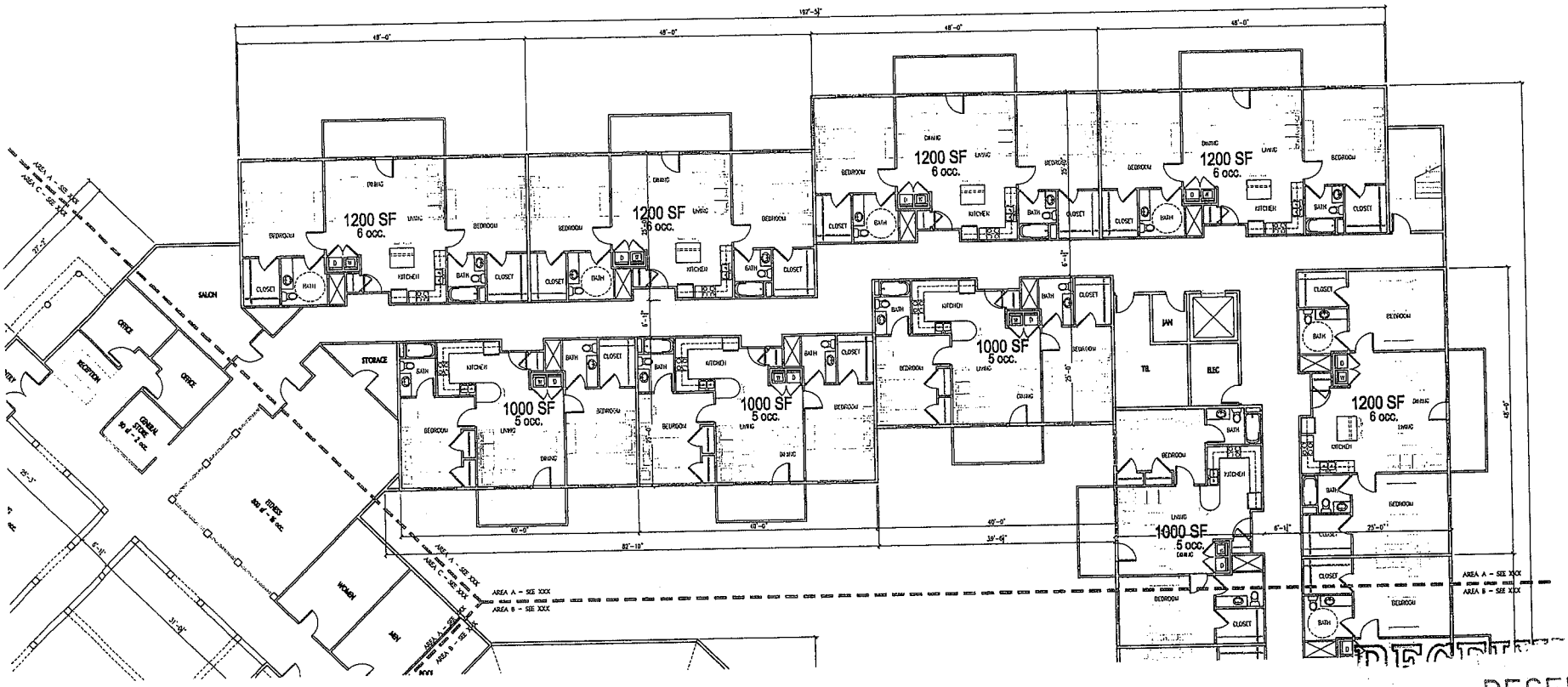

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GRAPHIC SCALE

0 5 10 15 20 25 35 40

(IN FEET)

1 BUILDING 2 FIRST FLOOR PLAN – AREA A

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

N

CASA BELLA

LAS VEGAS, NEVADA

October 09, 2007

Lantz – Boggio Architects, P.C.

EOT-36846

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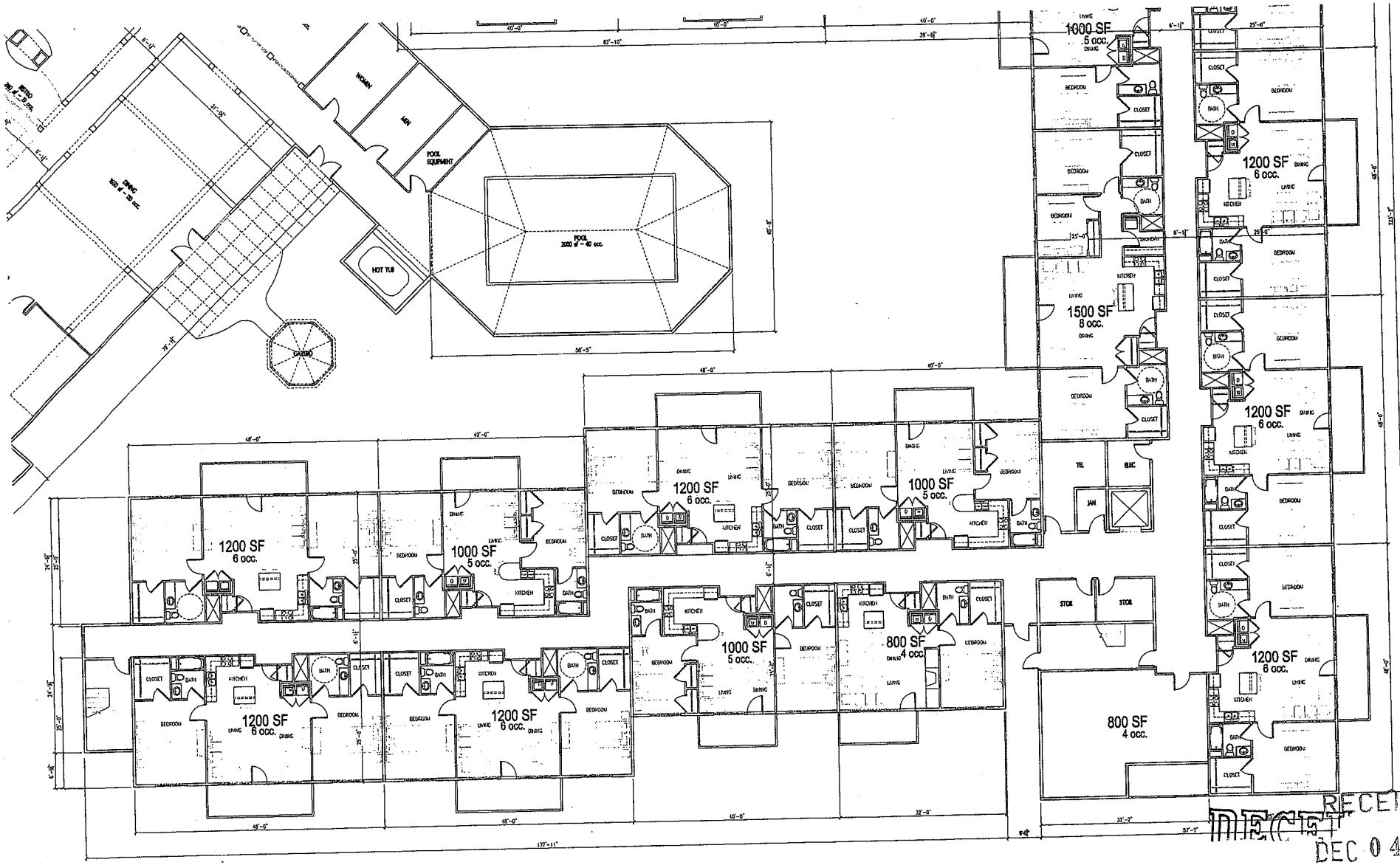

GRAPHIC SCALE
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(IN FEET)

1 BUILDING 2 FIRST FLOOR PLAN – AREA B
SCALE: 1/8" = 1'-0"

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CASA BELLA
LAS VEGAS, NEVADA

October 09, 2007

Lantz – Boggio Architects, P.C.

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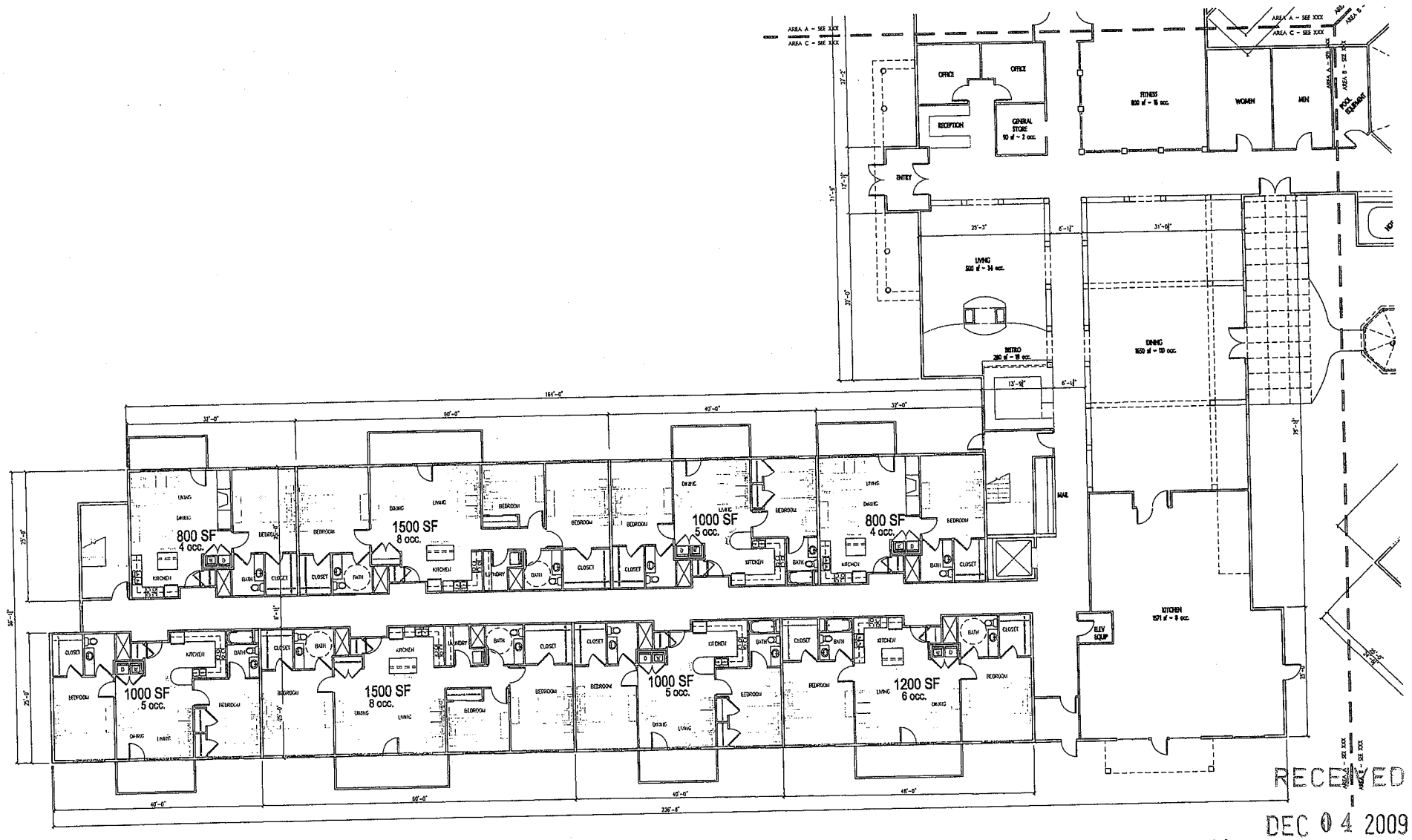

1 BUILDING 2 FIRST FLOOR PLAN – AREA C
SCALE: 1/8" = 1'-0"

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CASA BELLA
LAS VEGAS, NEVADA

October 09, 2007

Lantz – Pozzo Architects, P.C.

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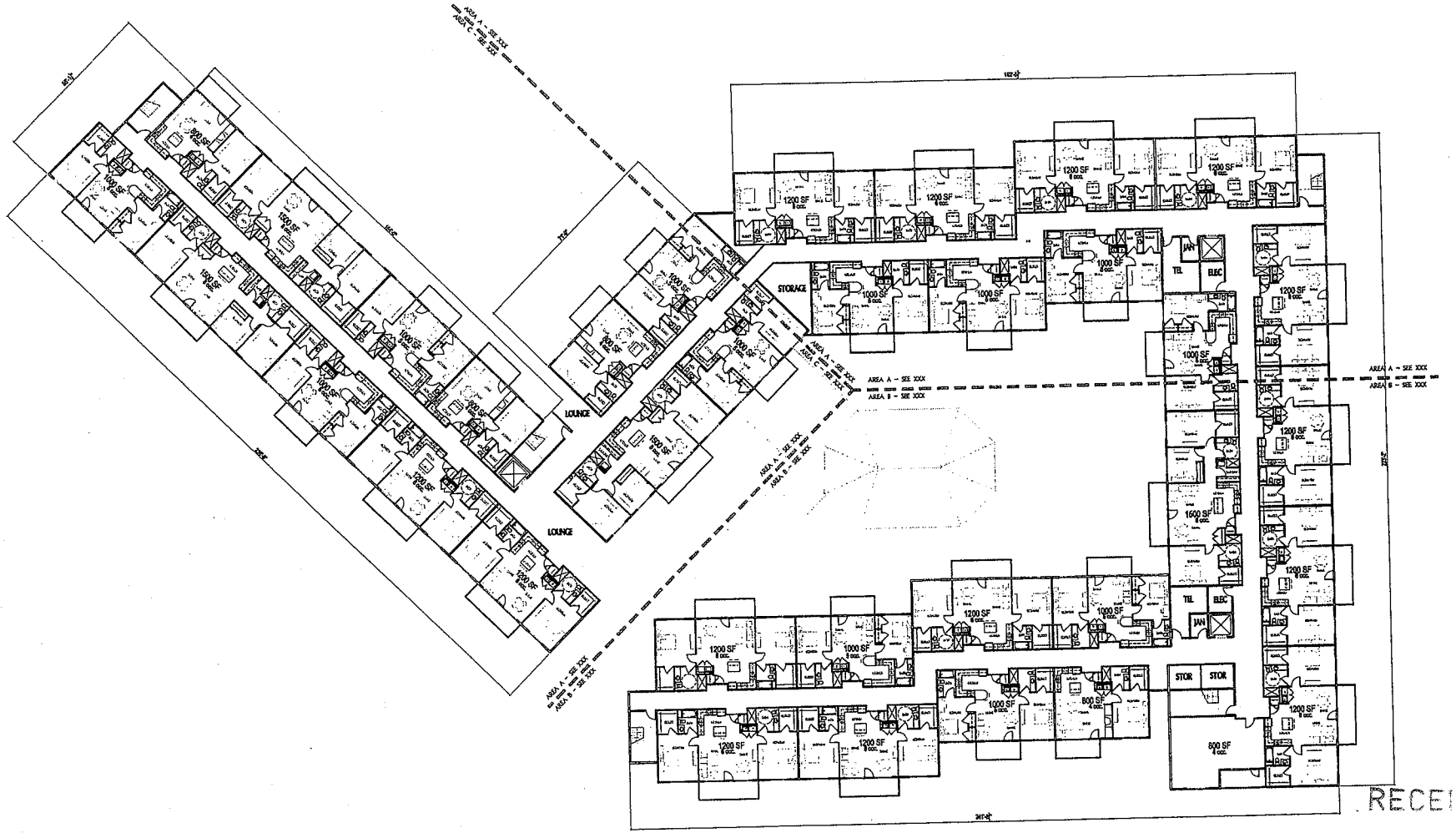

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GRAPHIC SCALE
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(IN FEET)

1 BUILDING 2 SECOND AND THIRD FLOOR
SCALE: 1/16" = 1'-0"

N

CASA BELLA
LAS VEGAS, NEVADA

October 09, 2007

Lantz – Bossio Architects P.C.

SDR-24254

EOT-36846

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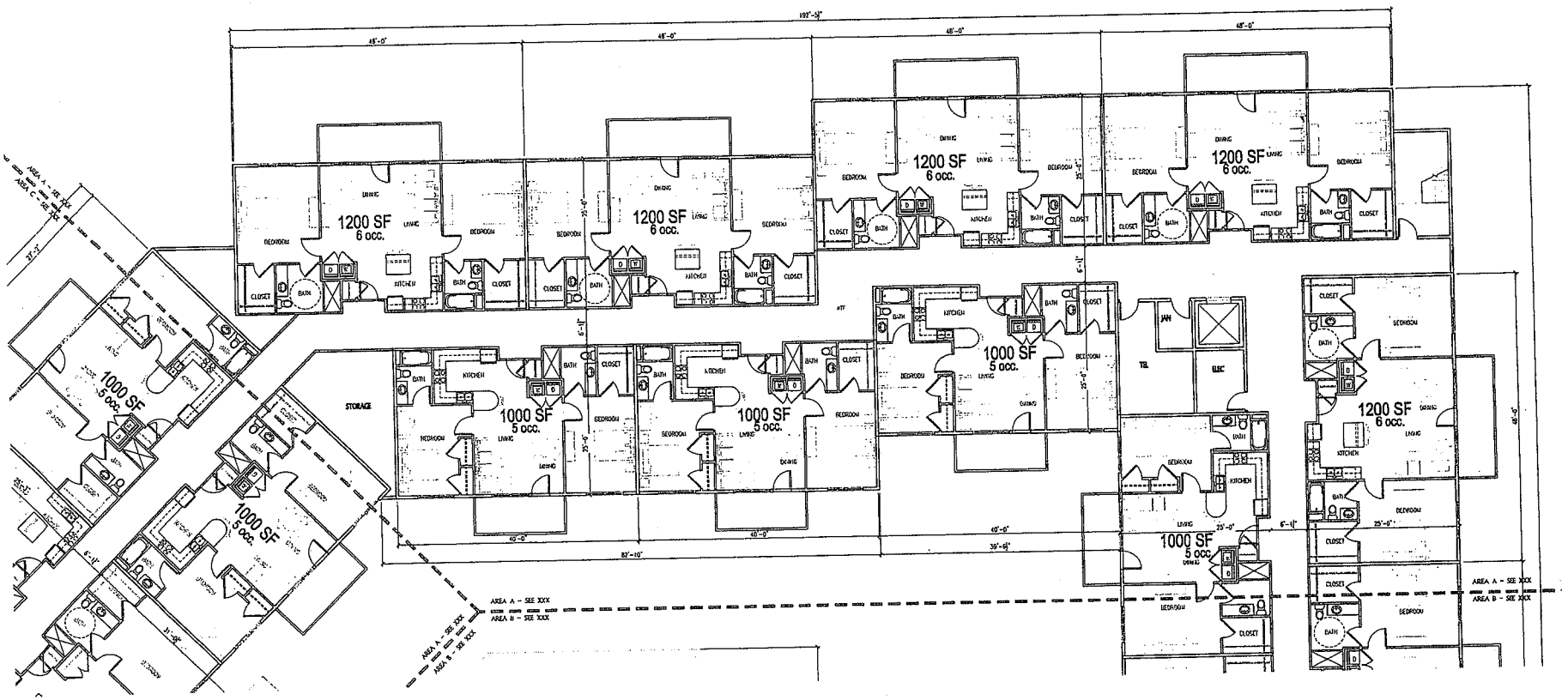

GRAPHIC SCALE
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(IN FEET)

1 BUILDING 2 SECOND AND THIRD FLOOR - AREA A
SCALE: 1/16" = 1'-0"

RECEIVED
DEC 04 2009

CASA BELLA
LAS VEGAS, NEVADA

October 09, 2007 Lantz - Boggio Architects, P.C.

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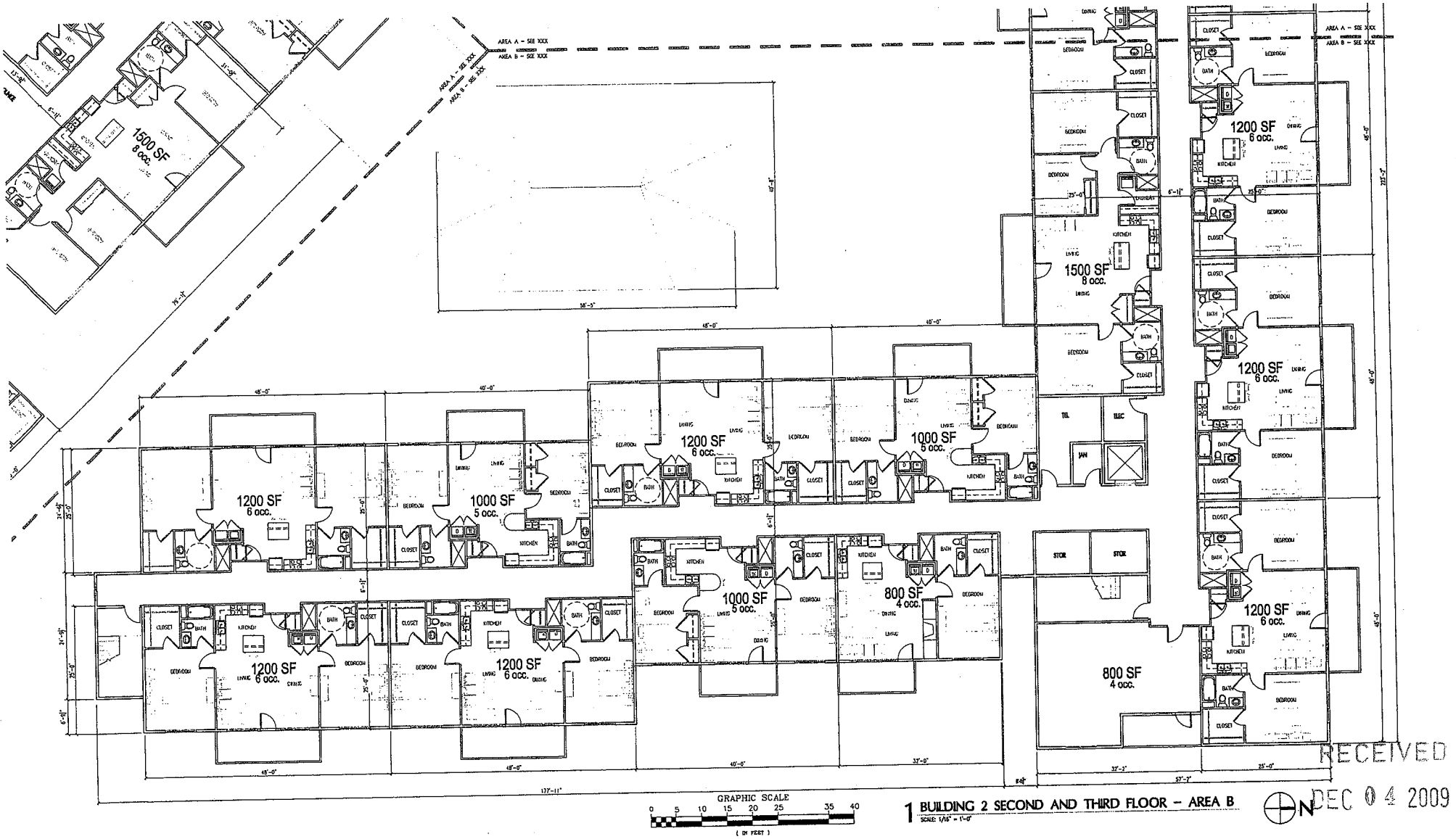

1 BUILDING 2 SECOND AND THIRD FLOOR – AREA B
SCALE: 1/16" = 1'-0"

RECEIVED
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CASA BELLA
LAS VEGAS, NEVADA

October 09, 2007

Lantz-Boggio Architects, P.C.

SDR-24254
EOT-36846
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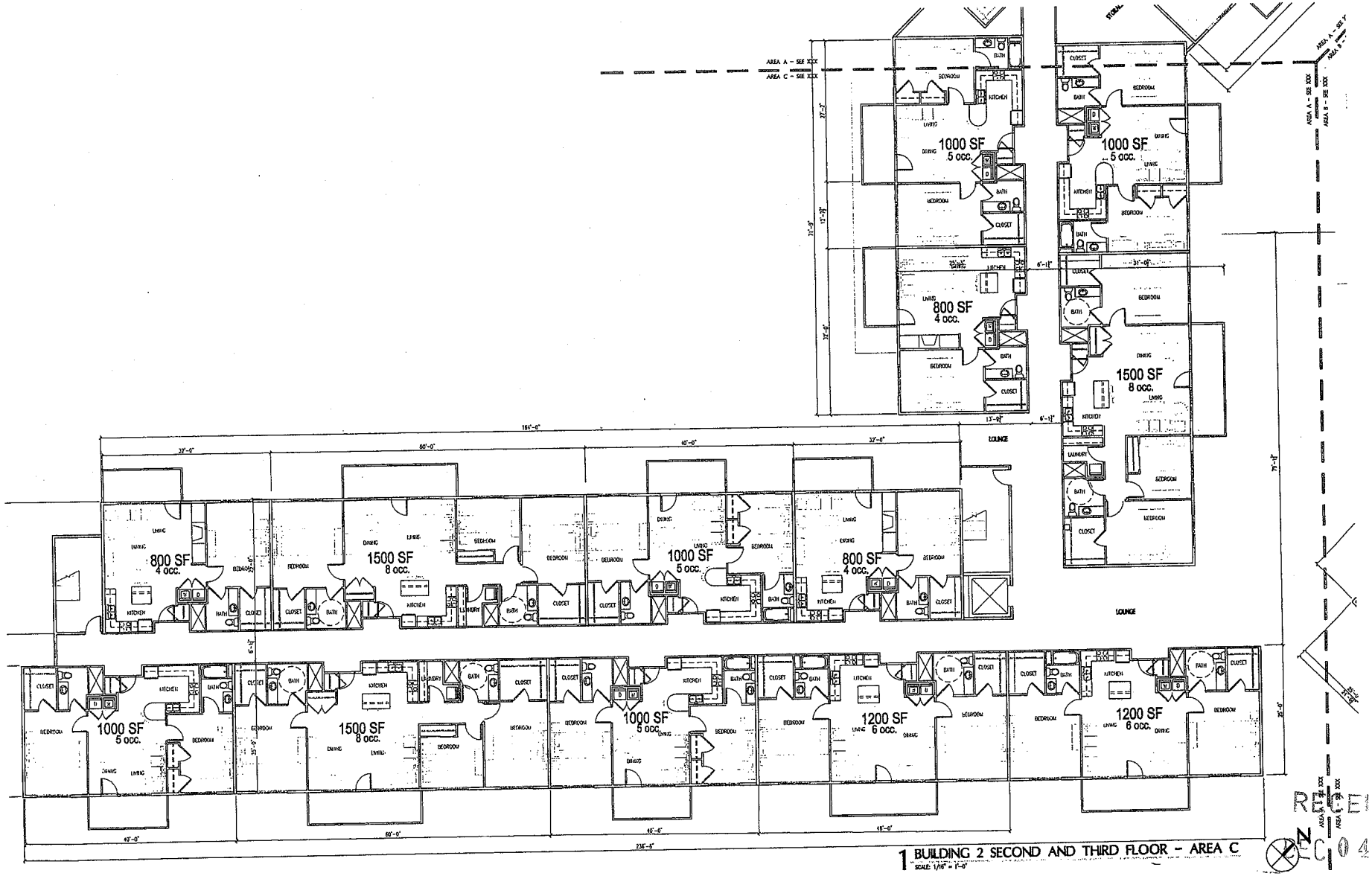


1 BUILDING 2 SECOND AND THIRD FLOOR - AREA C
SCALE: 1/16" = 1'-0"

RECEIVED
DEC 04 2009

CASA BELLA
LAS VEGAS, NEVADA

October 09, 2007

Lantz-Boggio Architects, P.C.

EOT-36846

01-20-10 CC

JUSTICATION LETTER.

HOT ENDEAVOR LLC

WE ARE REQUESTING AN EXTENSION OF TIME TO COMPLETE OUR PROJECT DUE TO A CURRENT BANKRUPTCY + THE CURRENT FINANCIAL CRISIS.

HOT ENDEAVOR LLC
Melvin Schultz
12/4/09

EOT-36846
01-20-10 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

December 7, 2007

Ms. Melani Schulte
Hot Endeavor LLC
7201 West Lake Mead, Suite #550
Las Vegas, Nevada 89128

RE: SDR-24254 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 5, 2007

Dear Ms. Shulte:

The City Council at a regular meeting held December 5, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 125 UNIT SENIOR CITIZEN APARTMENT DEVELOPMENT on 5.0 acres adjacent to the south side of Summerlin Parkway, at the west end of Silver Sky Drive (APN 138-28-401-015), U (Undeveloped) Zone [M (Medium Density Residential) General Plan Designation] under Resolution of Intent to R-3 (Medium Density Residential) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 6, 2007. This approval is subject to:

Planning & Development

1. This development shall meet the standards of Senior Citizen Apartments pursuant to Chapter 19.04 of the Zoning Code.

2. Conformance to the conditions for Rezoning (ZON-13867.

3. Site Development Plan Review (SDR-13866) shall be expunged.

4. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All development shall be in conformance with the site plan and landscape plan date stamped 10/10/07 and building elevations date stamped 10/10/07 and 10/23/07, except as amended by conditions herein.

6. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit or business license, to reflect the changes herein. The revised site plan must show five handicap parking spaces, one of which shall be van accessible, with the proper dimensioning per Title 19.10.010 (K) Figure 4.

EOT-36846
01-20-10 CC

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time 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. The technical landscape plan shall include the following changes from the conceptual landscape plan: A total of five additional box trees shall be provided along the east and west property lines.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off 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.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Summerlin Parkway Widening Project, and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

EOT-36846
01-20-10 CC

16. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveway accessing this site from Silver Sky Drive.

17. Site development to comply with all applicable conditions of approval for ZON-13867 and all other site-related actions.

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. Ernest Freggiaro, P.E.
Integrity Engineering
5230 West Patrick Lane, Suite #140
Las Vegas, Nevada 89118

EOT-36846
01-20-10 CC

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

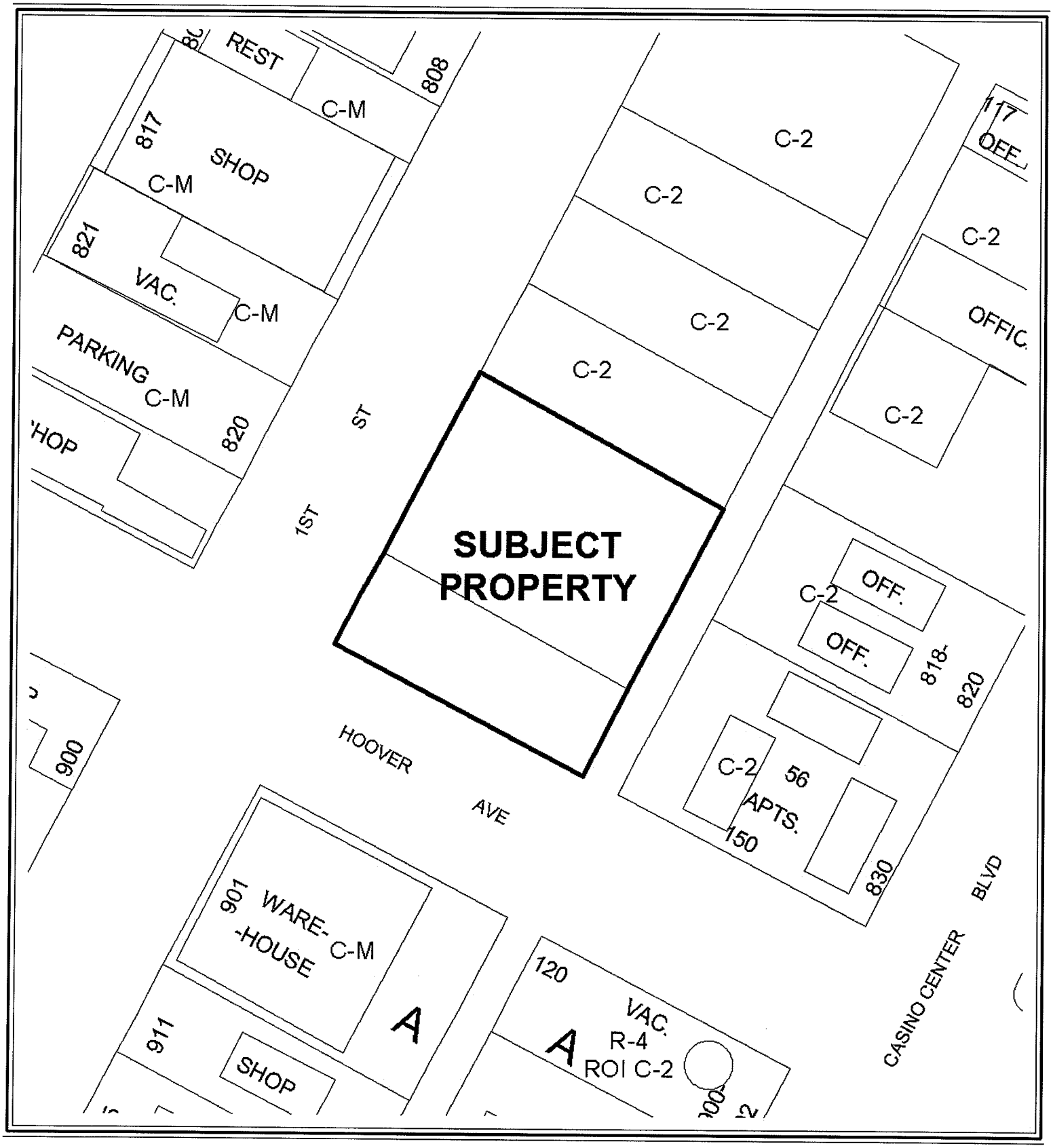
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36812 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25070) FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS on 0.40 acres adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-25070

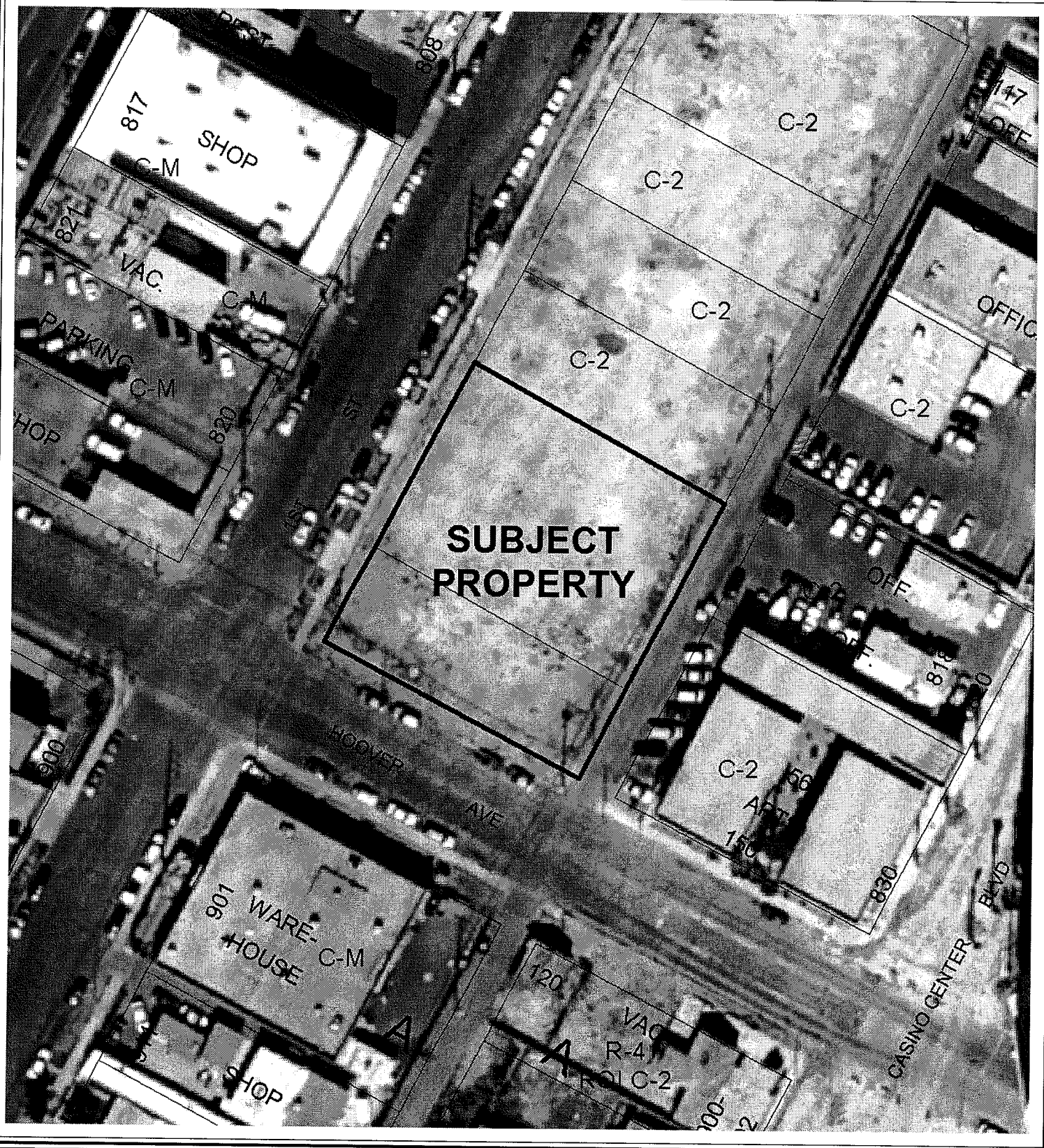


0 50 100 Feet

CASE: **EOT-36812**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **EOT-36812**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36812 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC

** CONDITIONS **

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Special Use Permit (SUP-25070) shall expire on January 9, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-25070) 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-25070) for a proposed mixed-use development. There have not been plans submitted for review nor have there been any building permits issued for the proposed use. New entitlements for a mixed-use development were approved in January 2008 for property to the north and east of the subject site. The applicant is requesting a two-year extension of time due to the current market conditions in the Las Vegas area. Staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/04	The City council approved a request for Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
01/09/08	The City Council approved a request for a Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street between Hoover Avenue and Gass Avenue. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Special Use Permit (SUP-25070) for a proposed mixed-use development.
	The City Council approved a related Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units.
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	0.40

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Mixed-Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
North	Undeveloped Land-Proposed Mixed-Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
South	Warehouses	MXU (Mixed-Use)	C-M (Commercial/Industrial)
East	Offices and Retail	MXU (Mixed-Use)	C-2 (General Commercial)
West	Retail Establishments	MXU (Mixed-Use)	C-M (Commercial/Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an extension of time of a previously approved Special Use Permit (SUP-25070) for a mixed-use development located along 1st Street between Gass Avenue and Hoover Avenue. There have not been plans submitted for review nor have there been any building permits issued for the proposed use.

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-25070) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. New entitlements for a mixed-use development were approved in January 2008 for property to the north and east of the subject site. The applicant is requesting a two-year extension of time due to the current market conditions in the Las Vegas area. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-25070) 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-36812** APN: 139-34-410-022

Name of Property Owner: Solterra Holdings Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

Subscribed and sworn before me

This 17 day of November, 2009

_____

Notary Public in and for said County and State

MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-36812 APN: 139-34-410-021

Name of Property Owner: Solterra Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

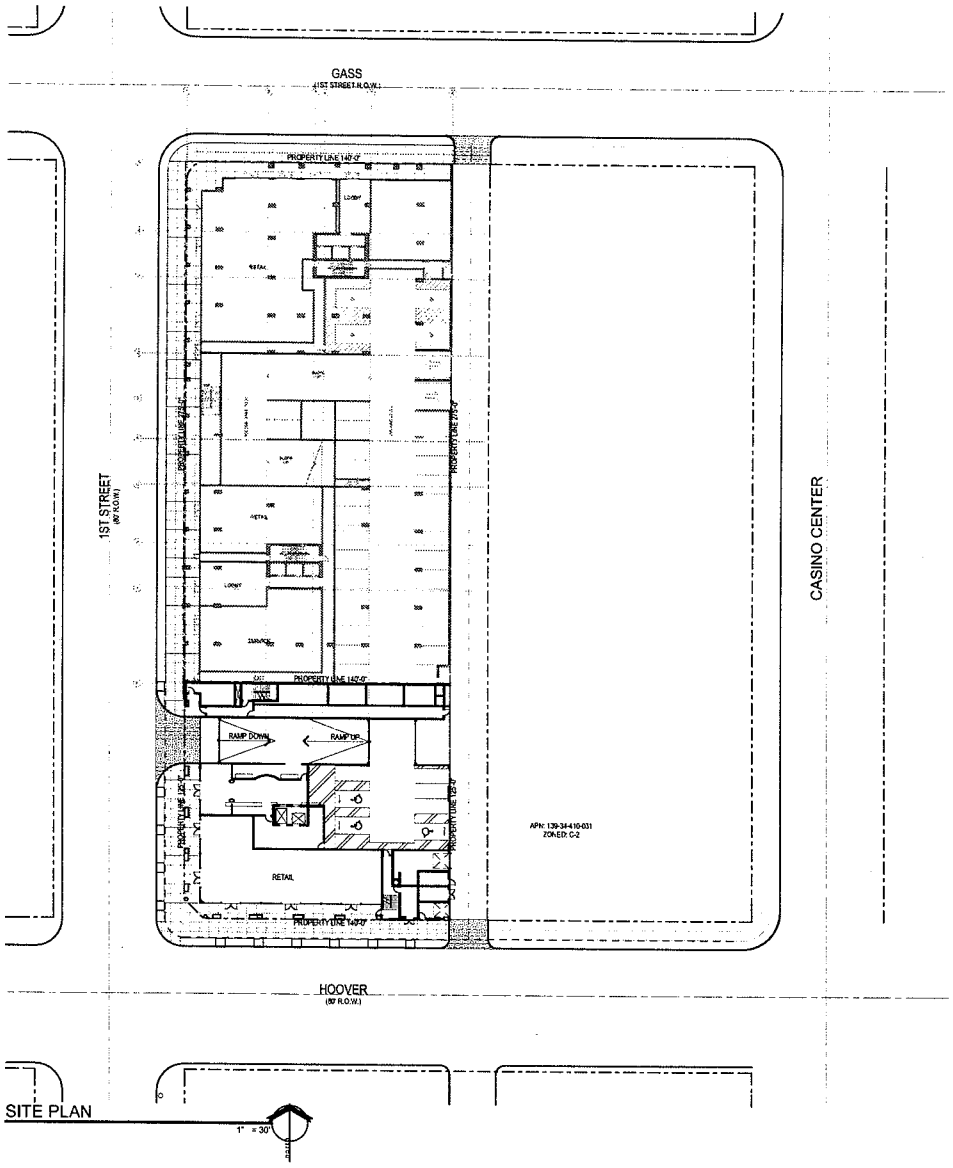
Subscribed and sworn before me

This 17 day of November, 2009

_____

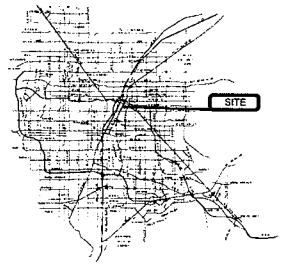
Notary Public in and for said County and State

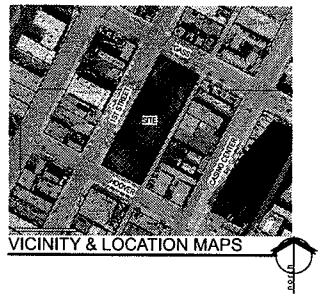
MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2



SITE PLAN

1" = 30'





VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-021 TO 139-34-410-025 AND 139-34-310-028
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN	MXU
EXISTING ZONING	C-M
PROPOSED ZONING	C-2
SITE AREA	17,500 NSF .40 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

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DEC 01 2009

APTUS Architecture
1300 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1300
F 702.839.1213

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

SITE PLAN

AS100

City of Las Vegas SDR Submittal 10.09.07

07.039 Solterra Lofts

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01-20-10 CC

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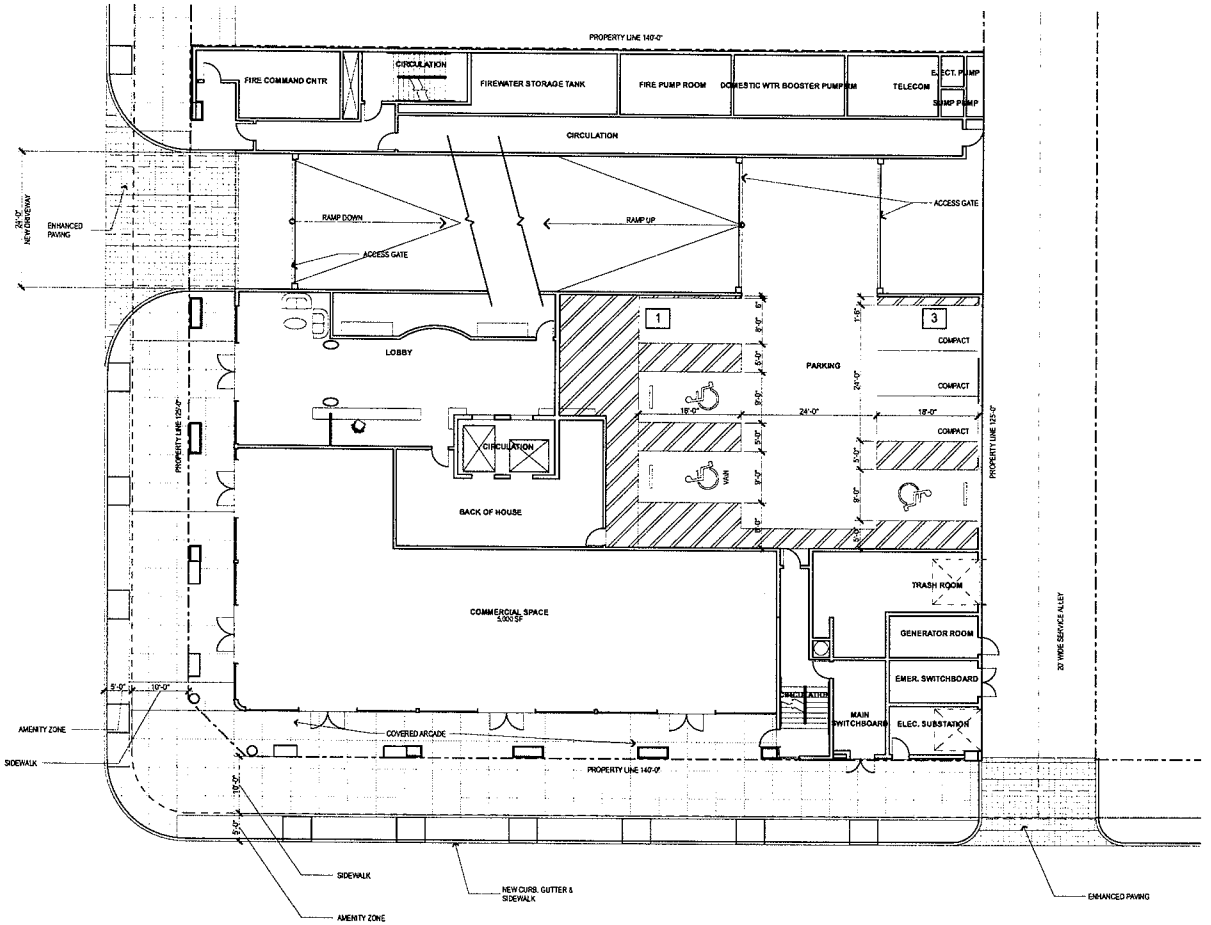

SITE PLAN

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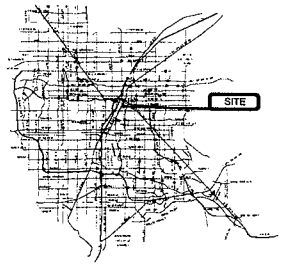

VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-021 & 139-34-410-022
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN	MXU
EXISTING ZONING PROPOSED ZONING	C-M C-2
SITE AREA	17,500 NSF 40 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

MAX HEIGHT ACTUAL HEIGHT	N/A (CENTENNIAL PLAN) 175'-0", 14 STORIES
LOT COVERAGE ALLOWED ACTUAL LOT COVERAGE	N/A 100%

BUILDING QUANTITIES

BUILDING QUANTITIES: COMMERCIAL SQUARE FOOTAGE CONDOMINIUM UNITS	 5,000 SF 130 UNITS

PARKING AREA

	REQUIRED PARKING	PROVIDED
BUILDING AREA COMMERCIAL UNITS	 5,000 SF @ 1.175 = 29 130 UNITS @ 1.1 = 130	 3 130

STANDARD PARKING SPACES PROVIDED	92
COMPACT PARKING SPACES PROVIDED (25.5%)	38
HANDICAPPED SPACES PROVIDED	1 VAN, 2 STANDARD
TOTAL PARKING	133

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DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.09.07

SITE PLAN

AS101

07.039 Solterra Lofts

~~EOT-36812~~
~~01-20-10 CC~~

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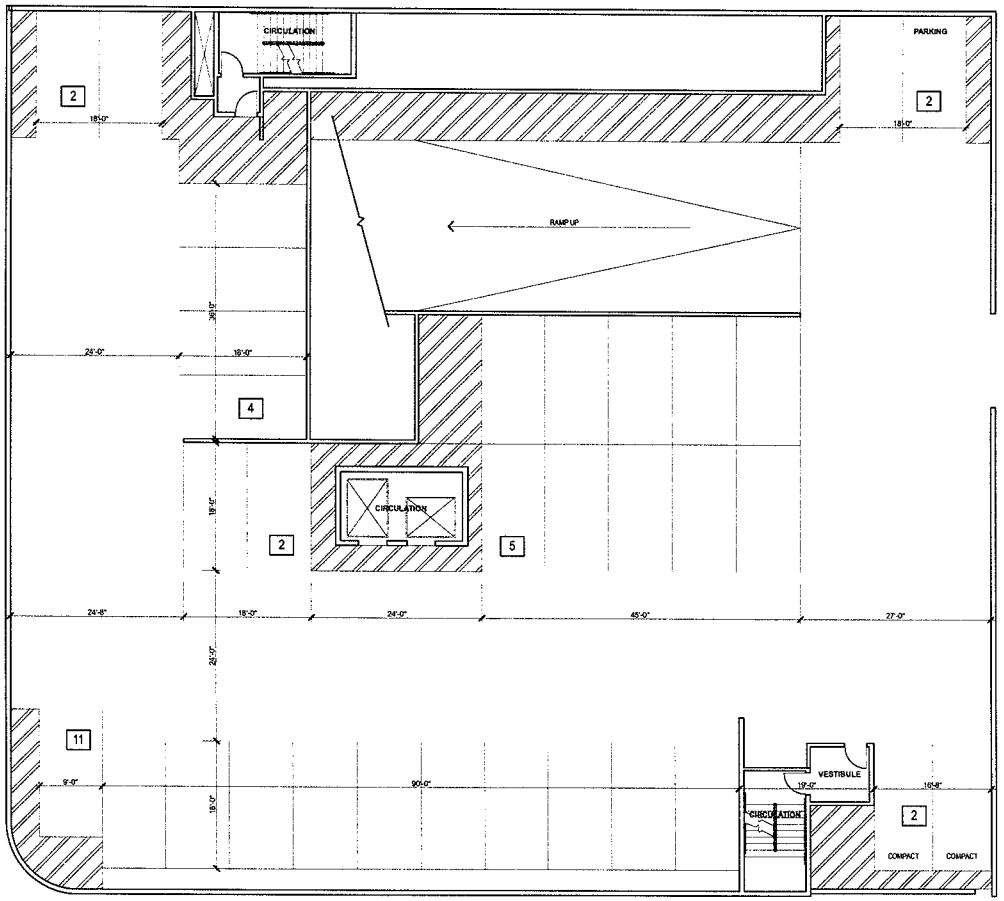

BASEMENT

1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.09.07

BASEMENT

A100

07.039 Solterra Lofts

EOT-36812
01-20-10 CC

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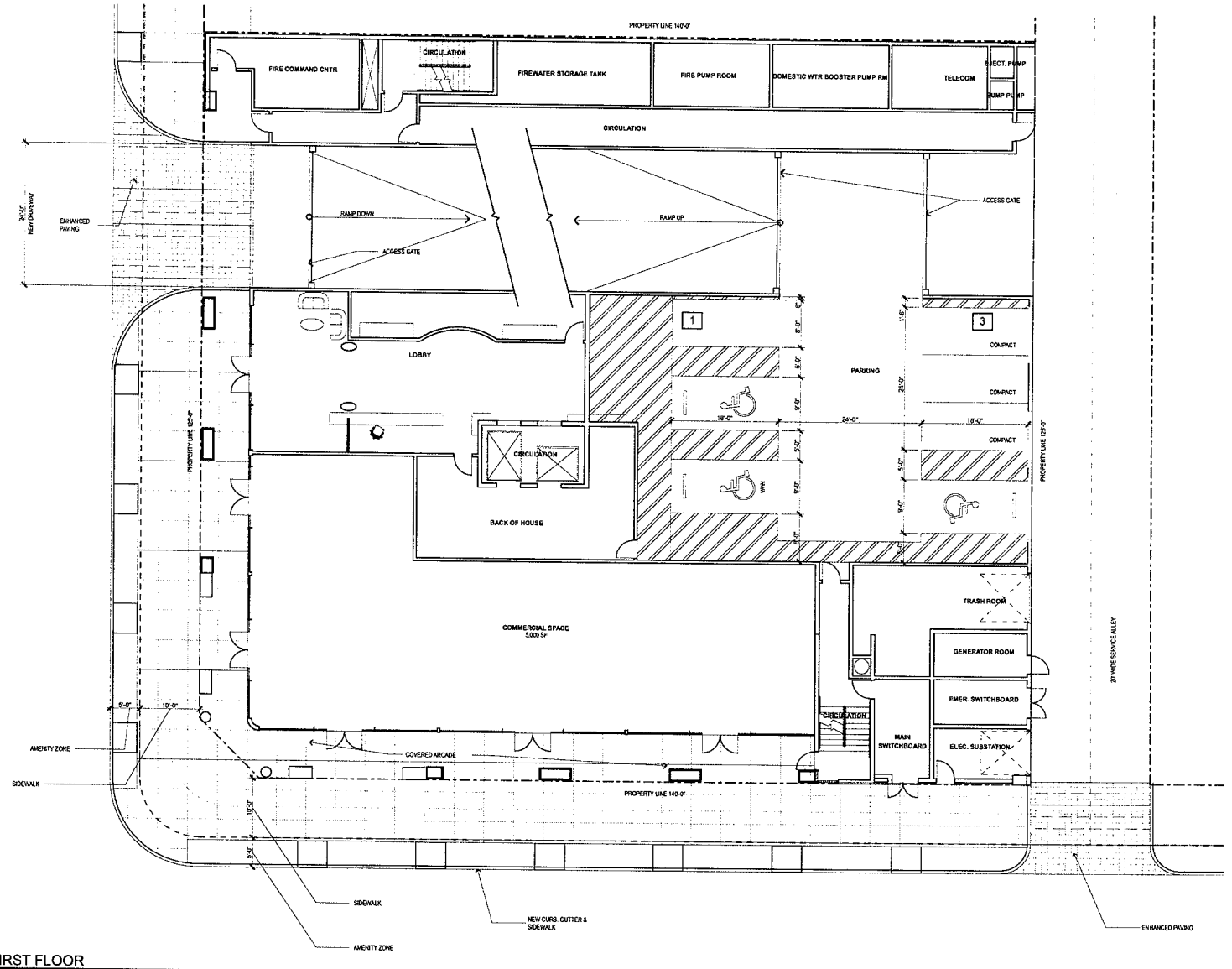

FIRST FLOOR
1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.09.07

FIRST FLOOR
A101
07.039 Solterra Lofts

EOT-36812
01-20-10 CC

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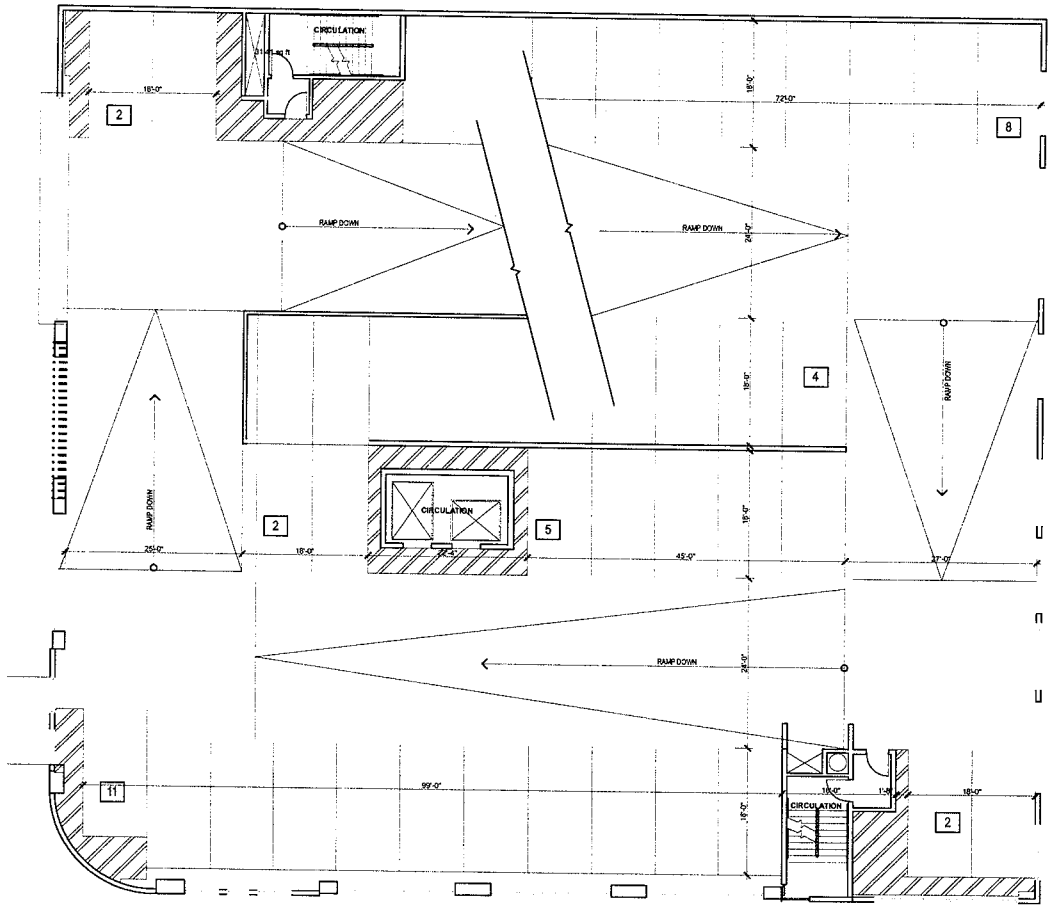

SECOND FLOOR

1/8" = 1'-0"

RECEIVED
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1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
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Hoover & 1st street
Las Vegas, Nevada 89101

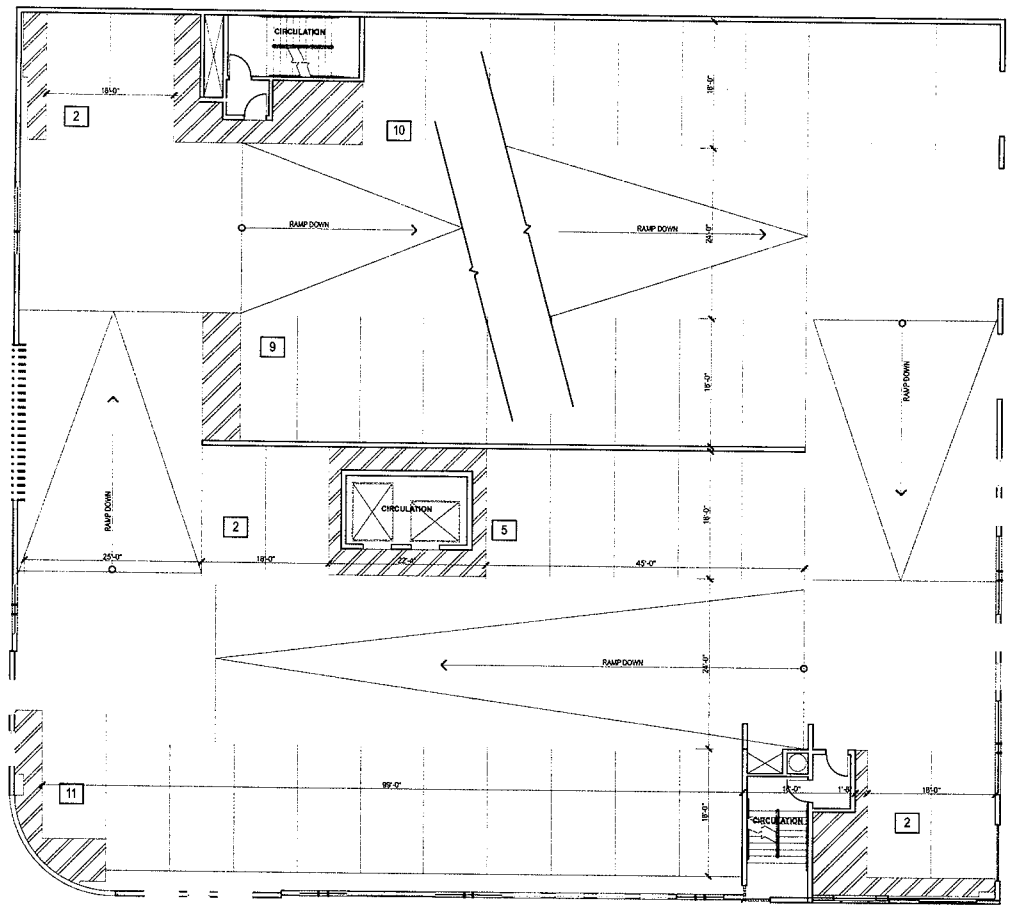
City of Las Vegas SDR Submittal 10.09.07

SECOND FLOOR

A102

07.039 Solterra Lofts

EOT-36812
01-20-10 CC



THIRD FLOOR

1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
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Solterra Lofts
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Las Vegas, Nevada 89101

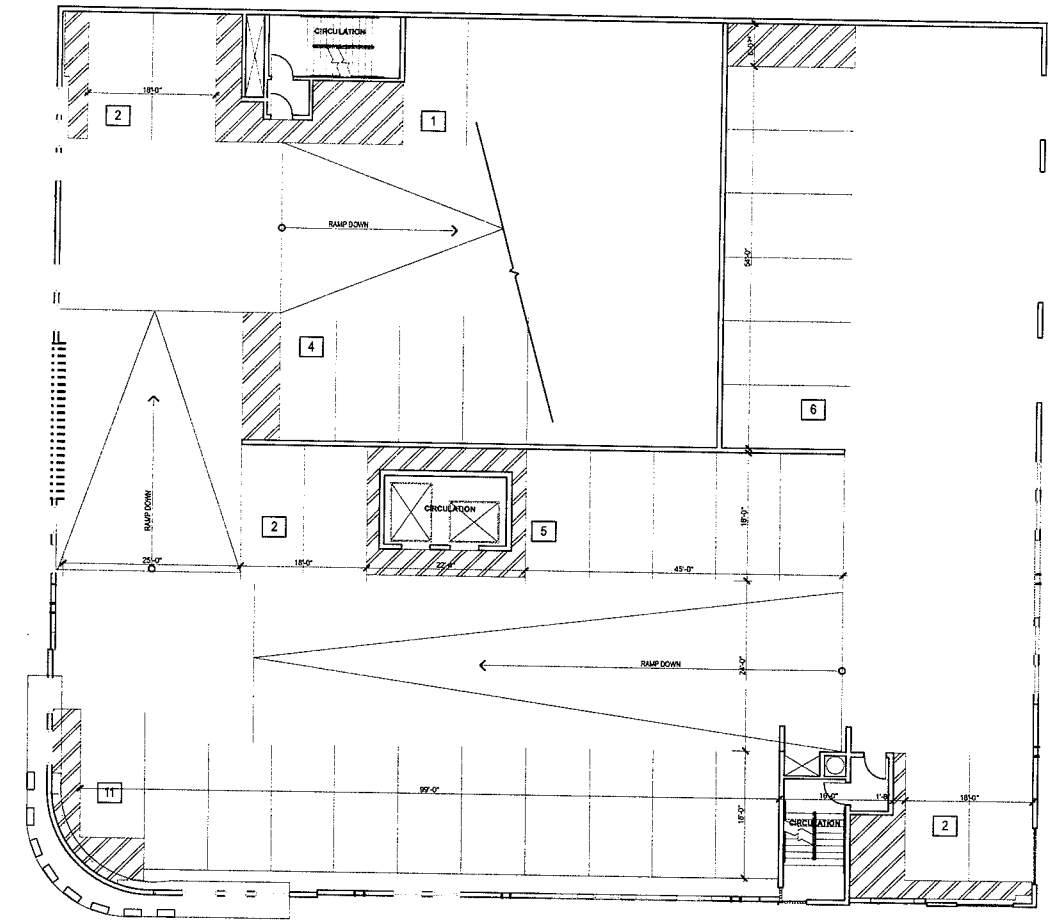
City of Las Vegas SDR Submittal 10.09.07

THIRD FLOOR

A103

07.039 Solterra Lofts

EOT-36812
01-20-10 CC



FOURTH FLOOR

1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.819.1200
F 702.819.1213

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

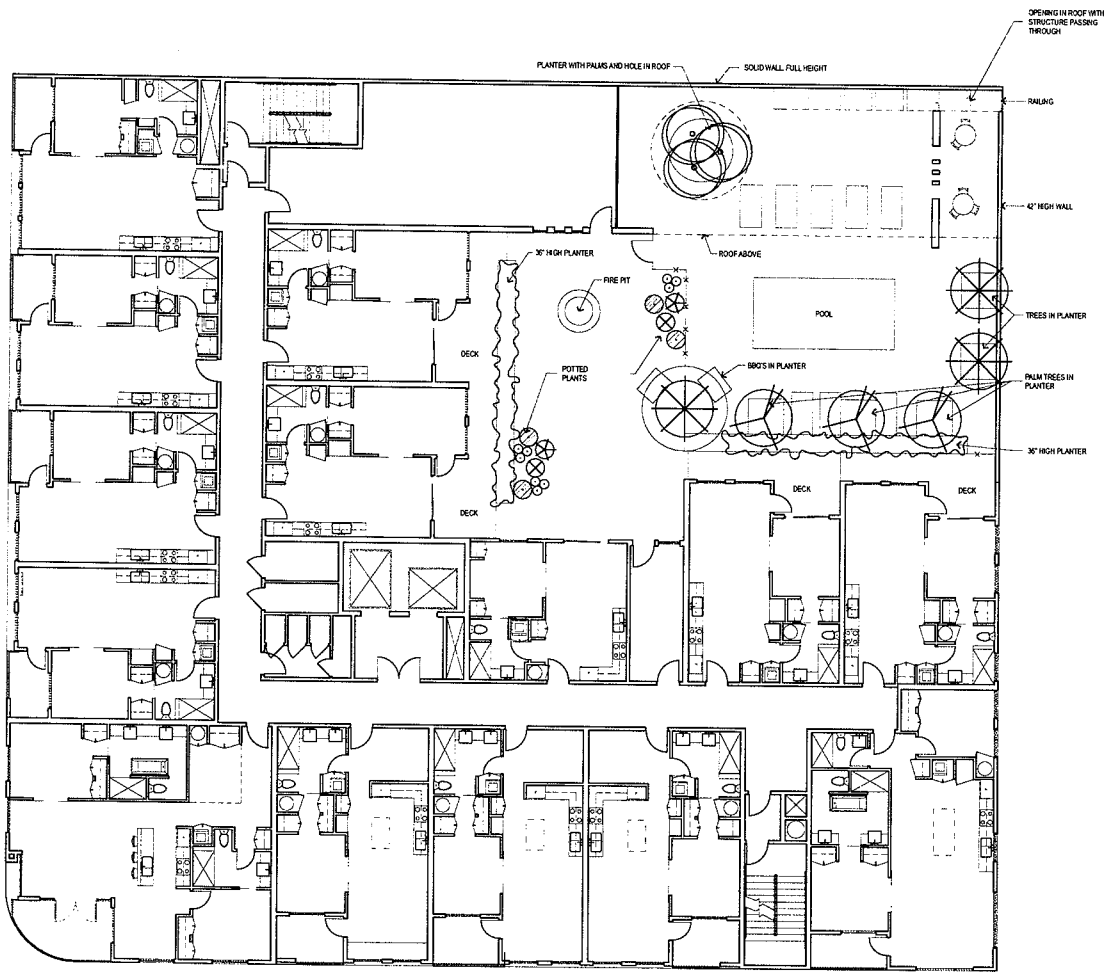
City of Las Vegas SDR Submittal 10.09.07

FOURTH FLOOR

A104

07.039 Solterra Lofts

EOT-36812
01-20-10 CC



FIFTH FLOOR

1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.09.07

FIFTH FLOOR

A105

07.039 Solterra Lofts

EOT-36812
01-20-10 CC

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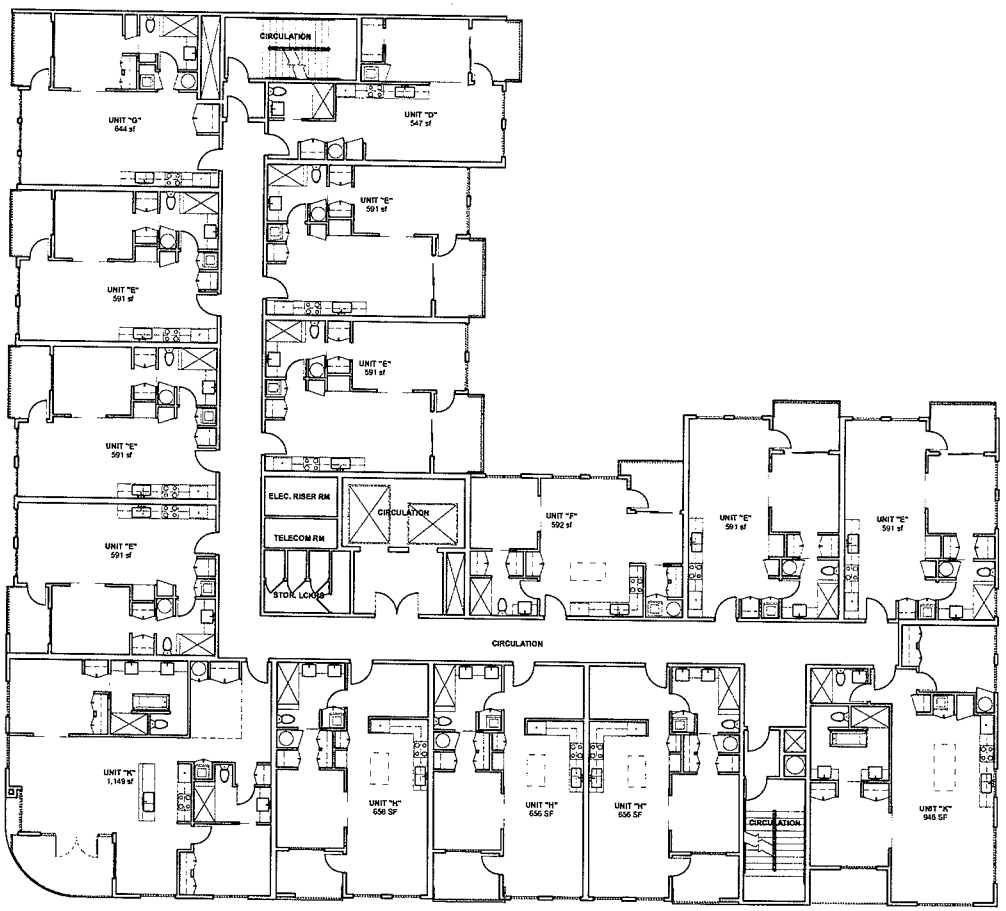

SIXTH & SEVENTH FLOOR
1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
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Solterra Lofts
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Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.09.07

SIXTH & SEVENTH FLOOR

A106

07.039 Solterra Lofts

EOT-36812
01-20-10 CC

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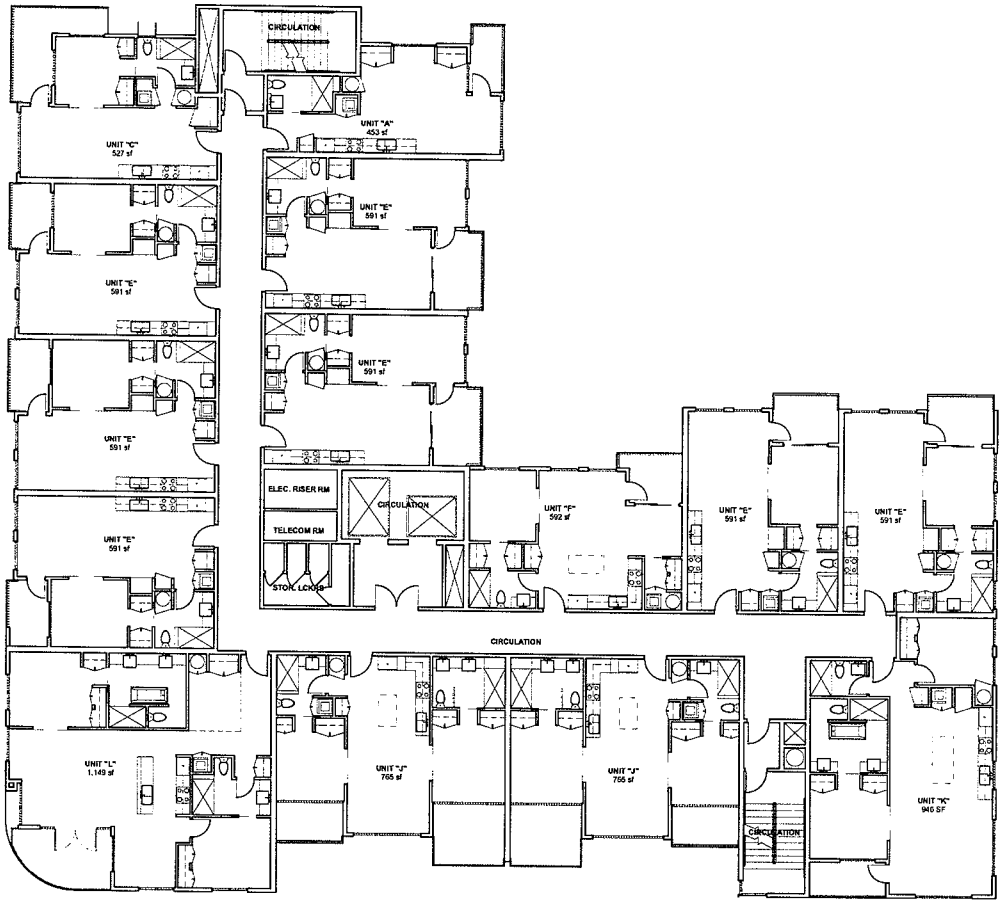

EIGHTH FLOOR

1/8" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1313

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Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

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EOT-36812
01-20-10 CC

EIGHTH FLOOR

A107

07.039 Solterra Lofts

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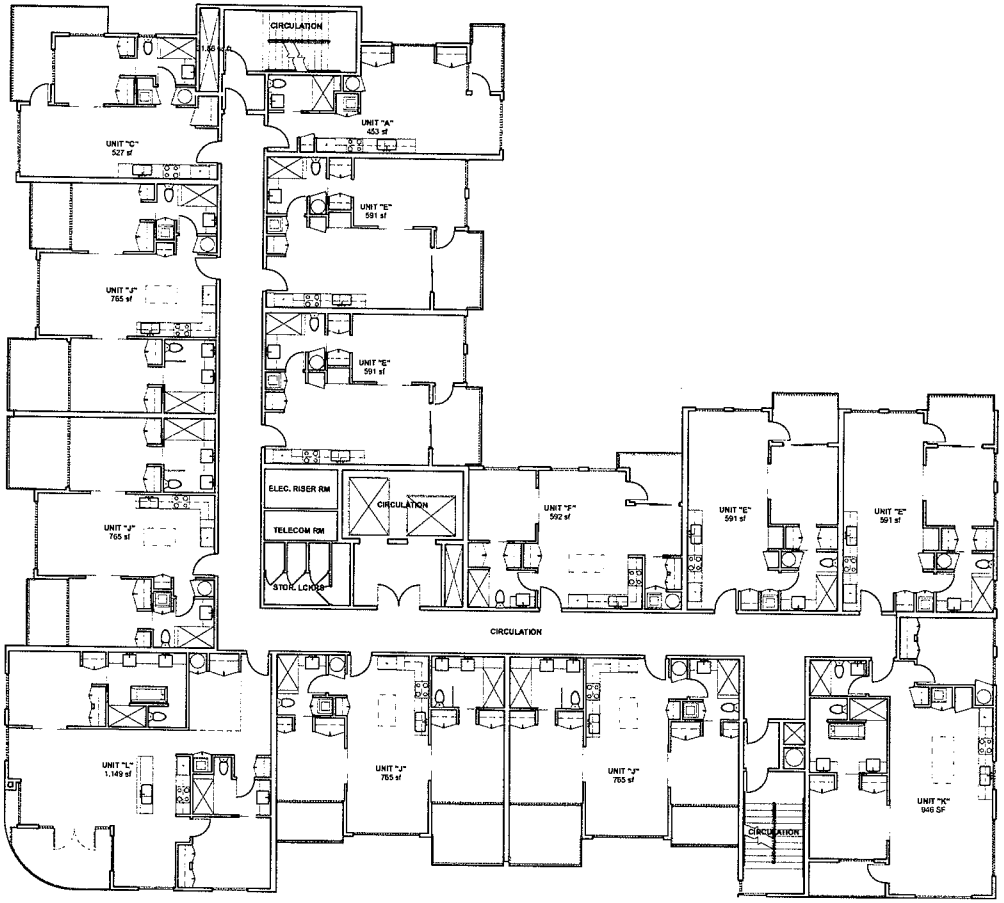

NINTH-12TH FLOORS

1/8" = 1'-0"

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1200 South 4th Street
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Las Vegas, Nevada 89104
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City of Las Vegas SDR Submittal 10.09.07

NINTH-12TH FLOORS

A108

07.039 Solterra Lofts

EOT-36812
01-20-10 CC

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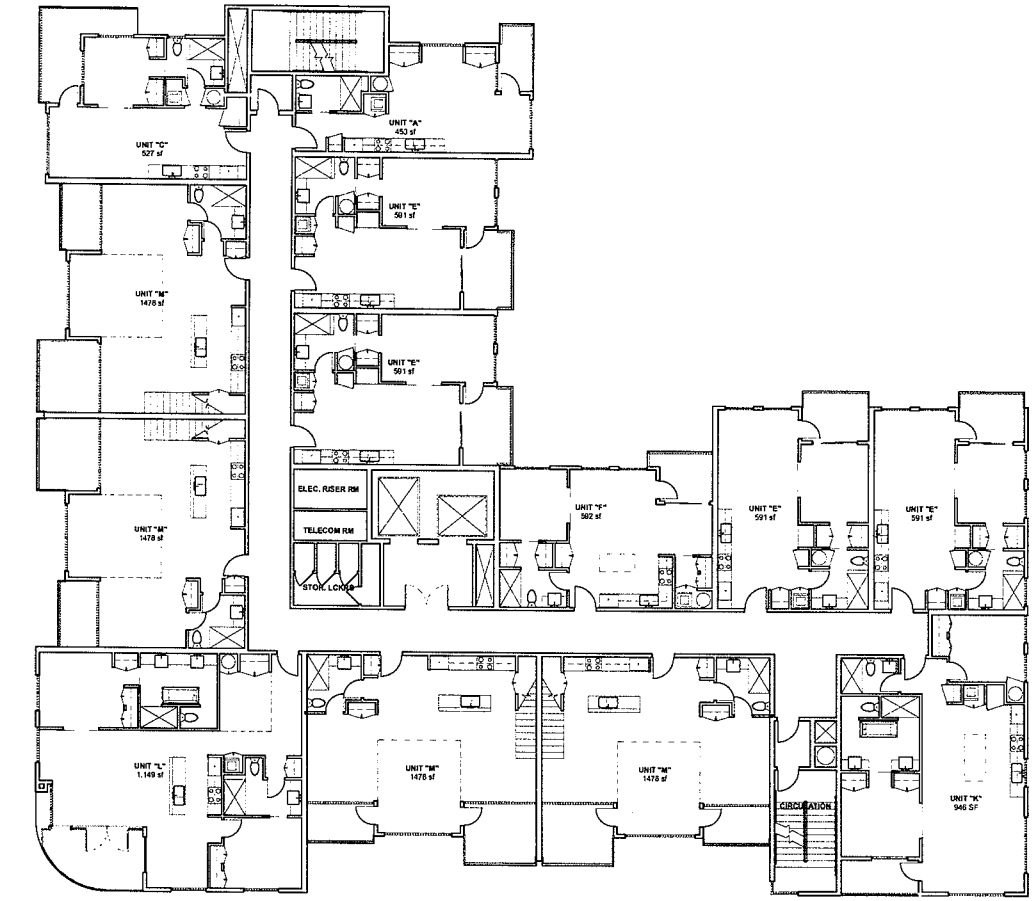
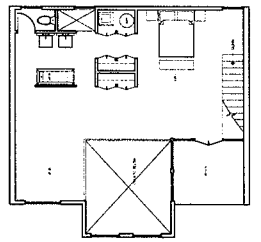


13TH FLOOR

1/8" = 1'-0"



UNIT M-MEZZANINE

1/8" = 1'-0"

RECEIVED

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F:\07\039 Hoover Lofts - Solterra\DWGS\07.039 Solterra Lofts.dgn 10/9/2007 1:06 PM Chris

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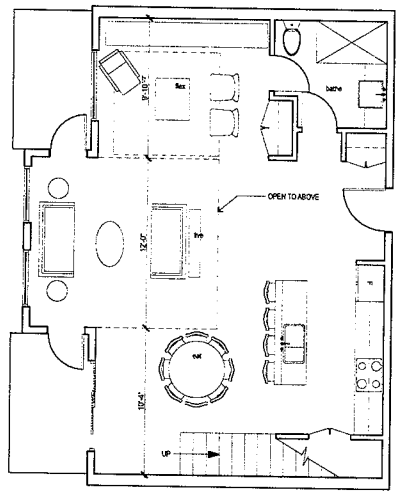
13TH FLOOR & MEZZANINE

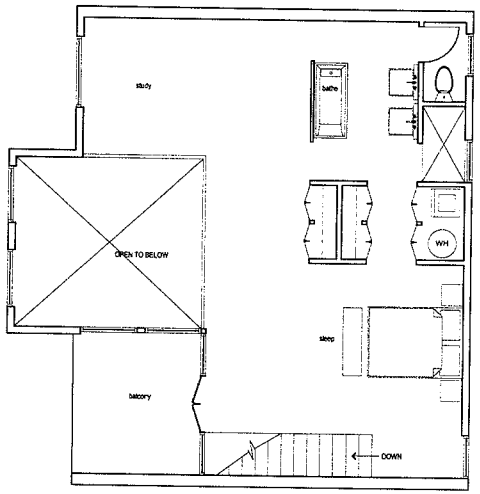
A109

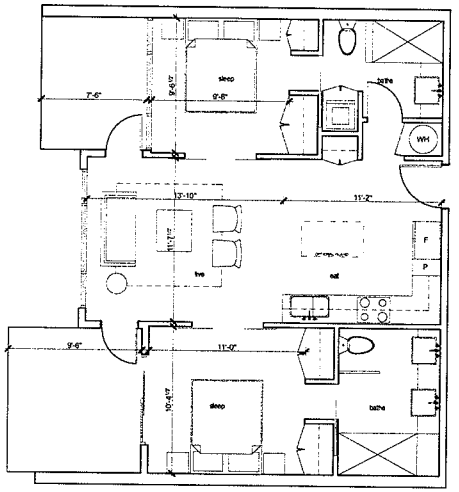
07.039 Solterra Lofts

EOT-36812
01-20-10 CC

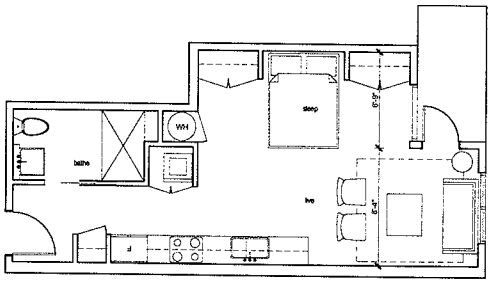


TYPICAL PENTHOUSE
1/4" = 1'-0"

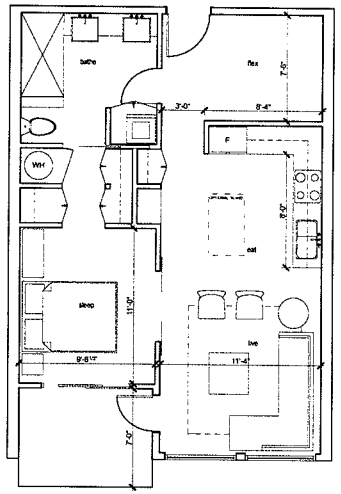




TYPICAL 2-BEDROOM
1/4" = 1'-0"



TYPICAL STUDIO
1/4" = 1'-0"



TYPICAL 1-BEDROOM
1/4" = 1'-0"

APTUS Architecture
1300 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1300
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UNIT PLANS

A110

07.039 Solterra Lofts

EOT-36812
01-20-10 CC

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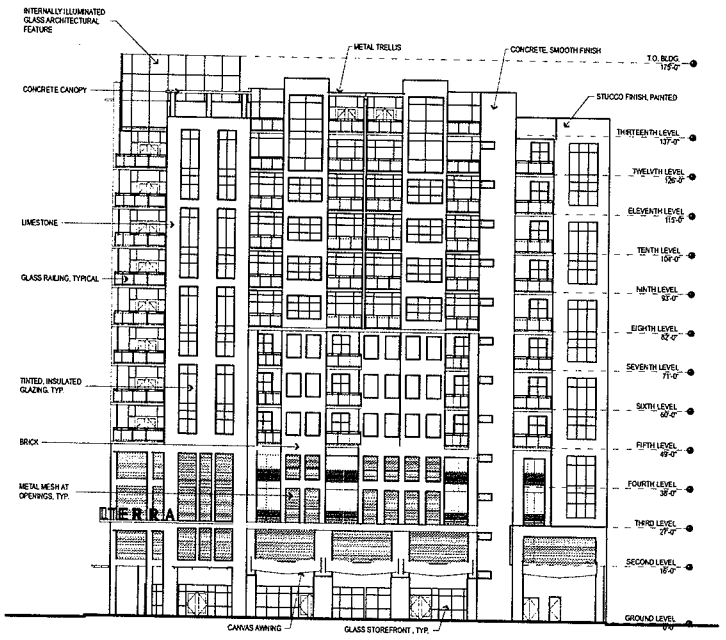
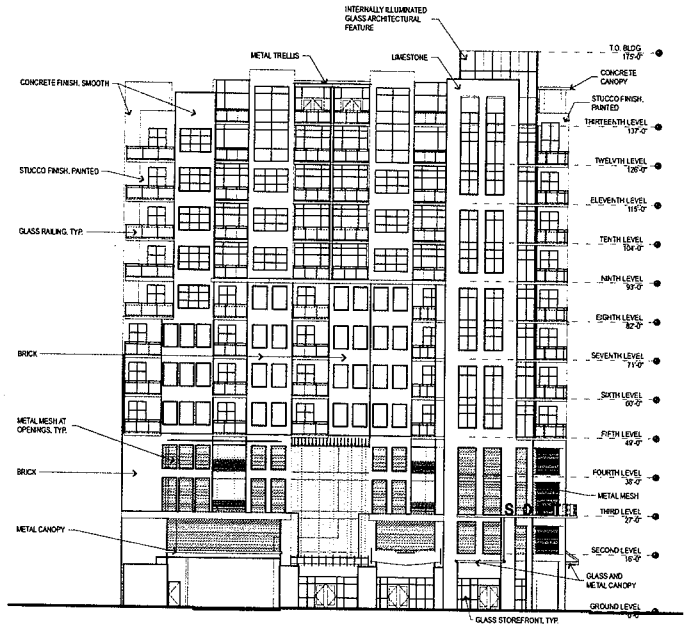


SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

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APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
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Las Vegas, Nevada 89101

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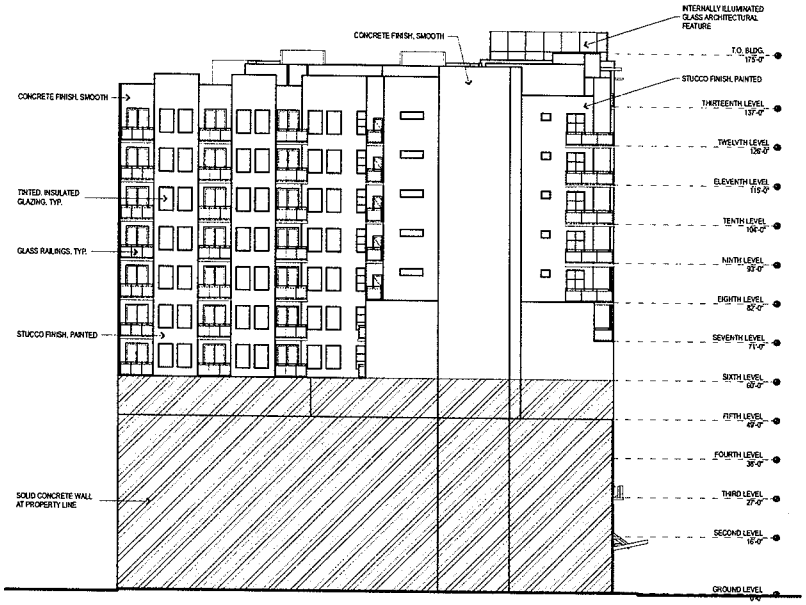
BUILDING ELEVATIONS

A200

07.039 Solterra Lofts

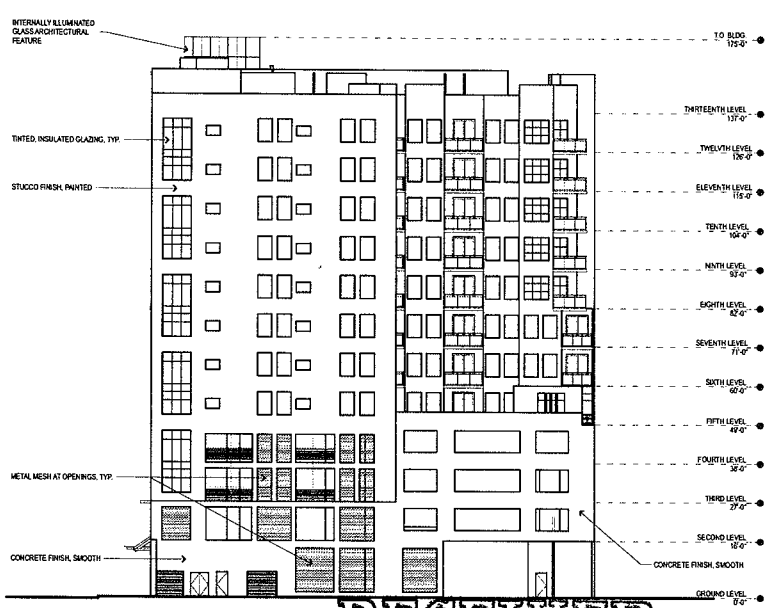
EOT-36812
01-20-10 CC

5:\07.039 Hoover Lofts - Solterra\DWG\07.039 Solterra Lofts.dwg, 10/9/2007 1:07 PM, Chris



NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

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DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
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F 702.839.1213

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Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.09.07

BUILDING ELEVATIONS

A201

07 039 Solterra Lofts

EOT-36812
01-20-10 CC

F:\07.039 Hoover Lofts - Solterra\DWG\07.039 Solterra Lofts.pln, 10/9/2007 1:39 PM, Chris

APTUS Architecture

November 30, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-410-021 and 022

Re: Extension of Time for:
a. SDR – 25072
b. SUP – 25070

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. Current market conditions for residential developments indicate that an extension of time is warranted. This delay will allow other public and private projects in the area to develop and allow time for the residential values and financing to recover. We are requesting an extension of time for 2 years.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36812
01-20-10 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

January 11, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SUP-25070 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO ZON-25069 AND SDR-25072

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for the Mixed-Use use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Site Development Plan Review (SDR-25072) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-36812
01-20-10 CC

5. 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: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

EOT-36812
01-20-10 CC

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

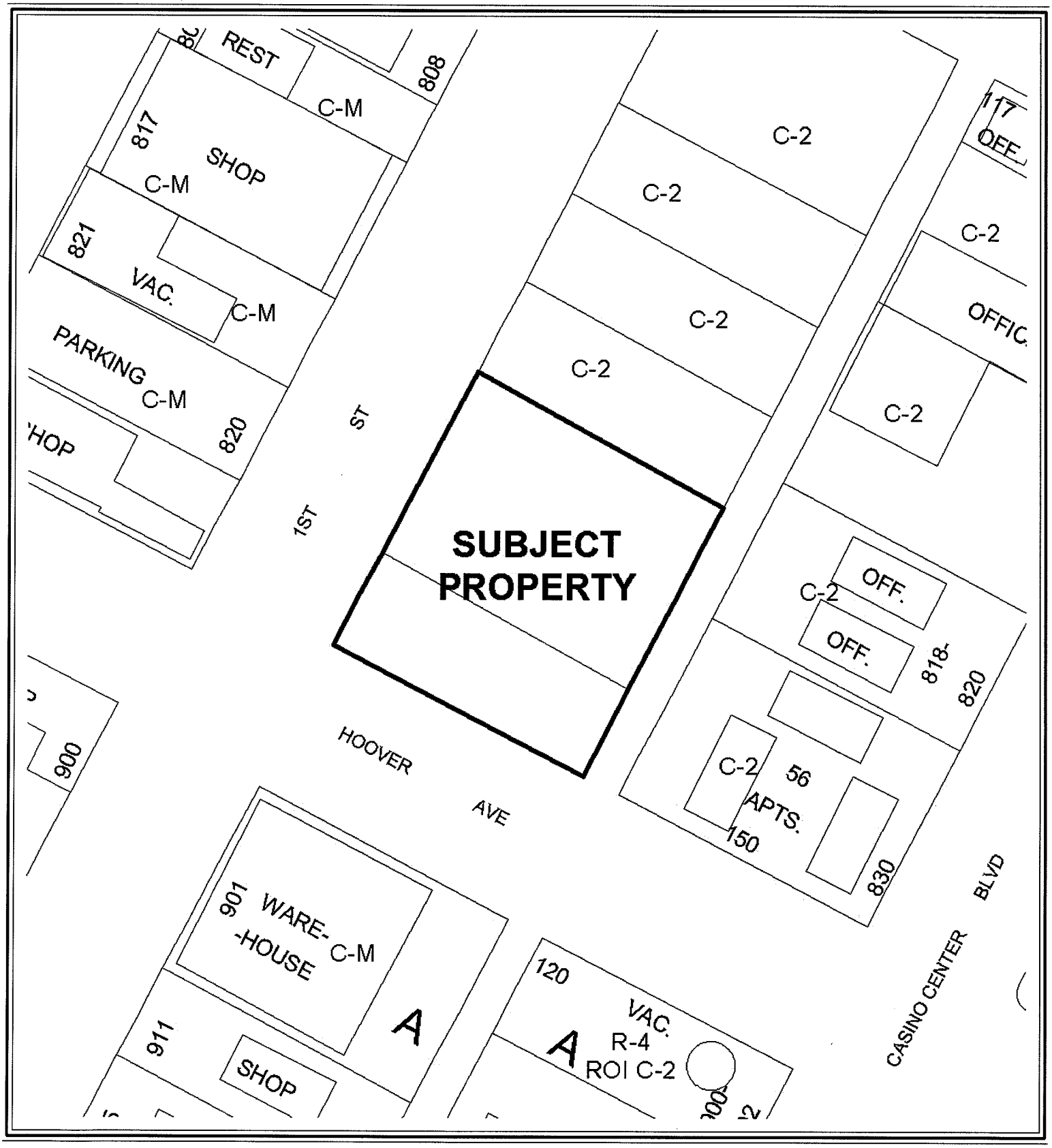
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36813 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: SOLTERRA HOLDINGS NEVADA LLC - OWNER: SOLTERRA NEVADA LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25072) FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-25072

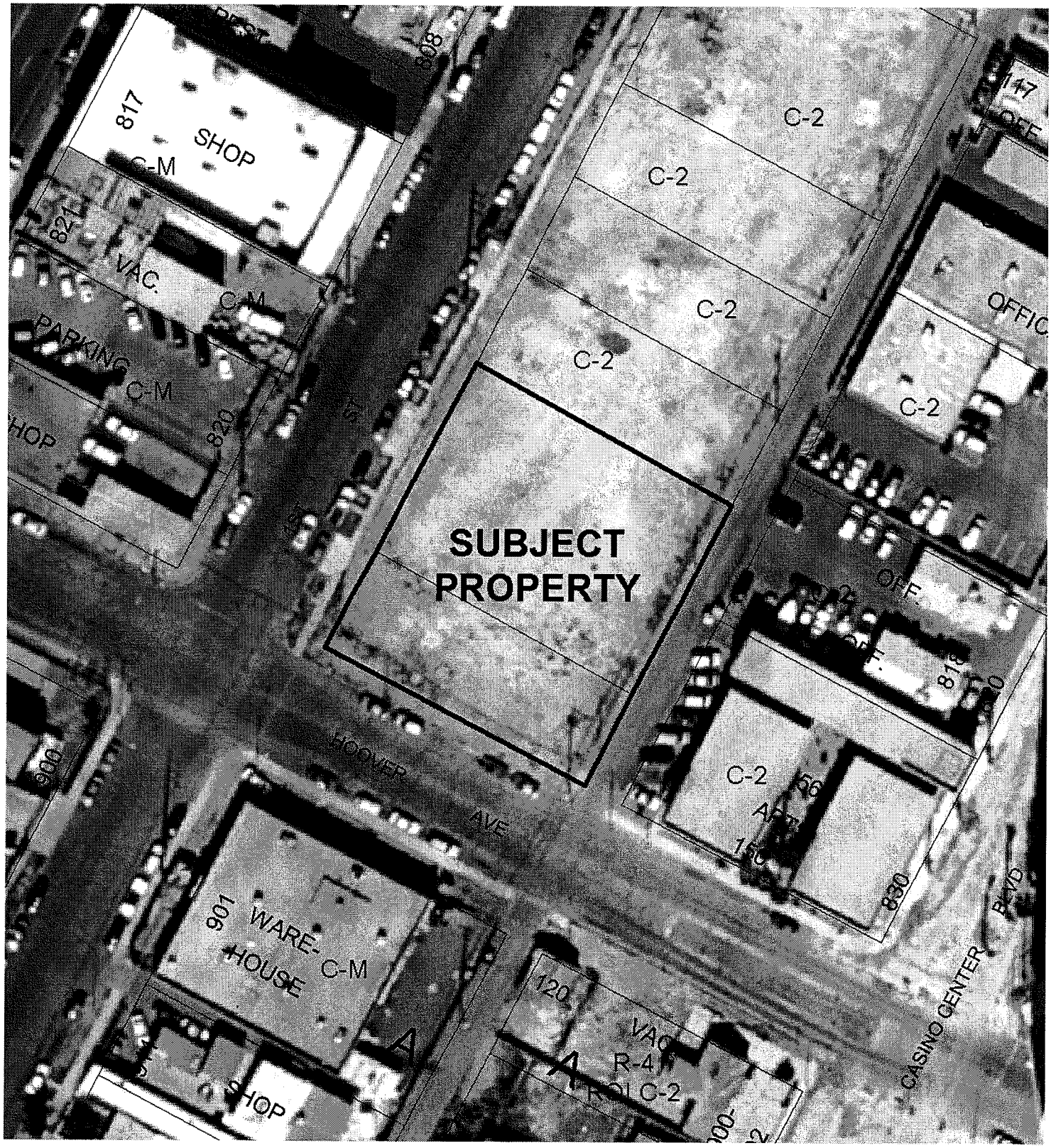


0 50 100 Feet

CASE: **EOT-36813**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **EOT-36813**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36813 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW – APPLICANT: SOLTERRA HOLDINGS NEVADA LLC - OWNER: SOLTERRA NEVADA LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-25072) shall expire on January 9, 2012 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-25072) 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 Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units. There have not been plans submitted for review nor have there been any building permits issued for the proposed use. New entitlements for a mixed-use development were approved in January 2008 for property to the north and east of the subject site. The applicant is requesting a two-year extension of time due to the current market conditions in the Las Vegas area. Staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/04	The City council approved a request for Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
01/09/08	The City Council approved a request for a Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street between Hoover Avenue and Gass Avenue. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Special Use Permit (SUP-25070) for a proposed mixed-use development.
	The City Council approved a related Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units.
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	0.40

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Mixed-Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
North	Undeveloped Land-Proposed Mixed-Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
South	Warehouses	MXU (Mixed-Use)	C-M (Commercial/Industrial)
East	Offices and Retail	MXU (Mixed-Use)	C-2 (General Commercial)
West	Retail Establishments	MXU (Mixed-Use)	C-M (Commercial/Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25072) for a proposed mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units located adjacent to the northeast corner of 1st Street and Hoover Avenue. There have not been plans submitted for review nor have there been any building permits issued for the proposed use.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-25072) has not met the requirements outlined in Title 19.18.050, as no permits have been issued for the proposed project. New entitlements for a mixed-use development were approved in January 2008 for property to the north and east of the subject site. The applicant is requesting a an extension of time due to the current market conditions in the Las Vegas area. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25072) 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-36813 APN: 139-34-410-022

Name of Property Owner: Solterra Holdings Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

Subscribed and sworn before me

This 17 day of November, 2009

MTeetaert

Notary Public in and for said County and State

MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36813** APN: 139-34-410-021

Name of Property Owner: Solterra Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

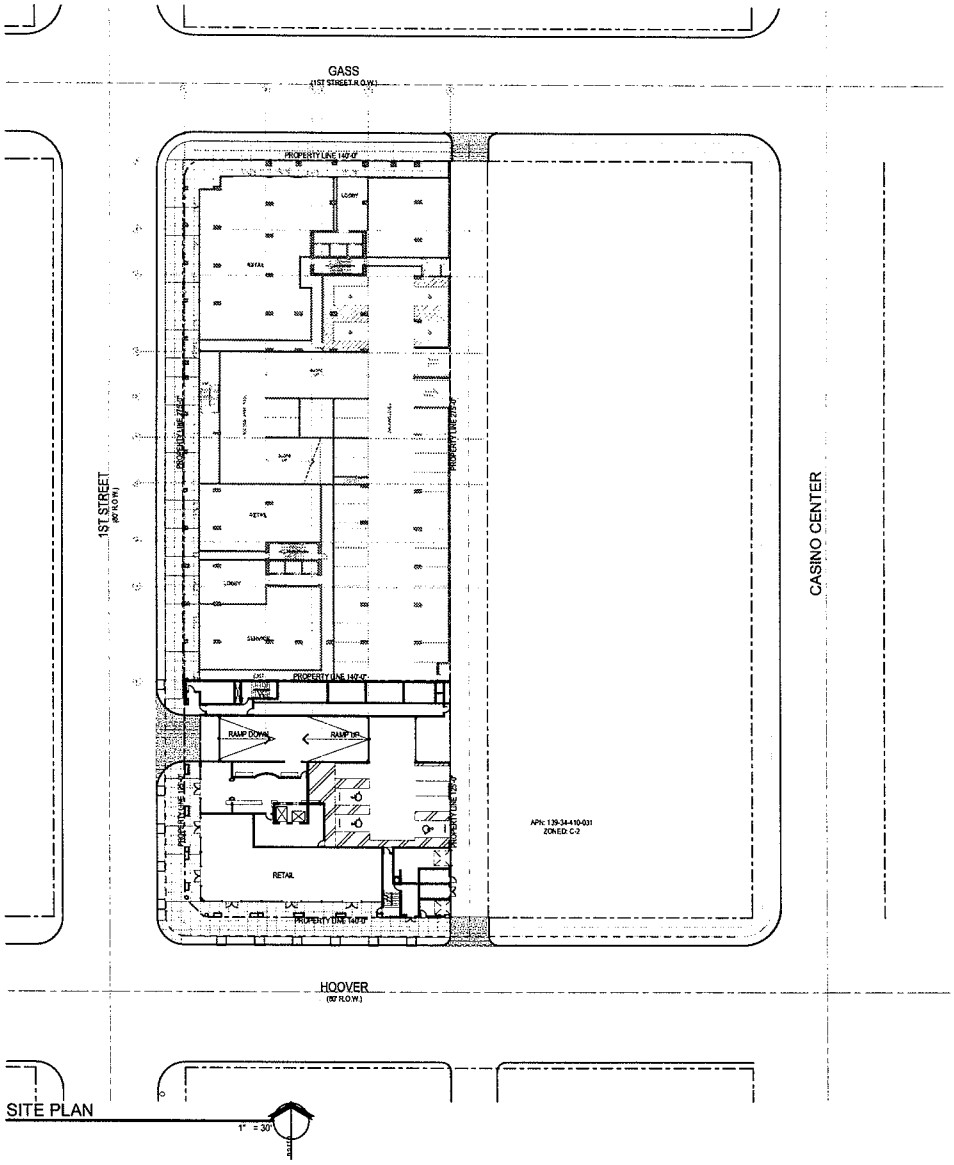
Subscribed and sworn before me

This 17 day of November, 2009

_____

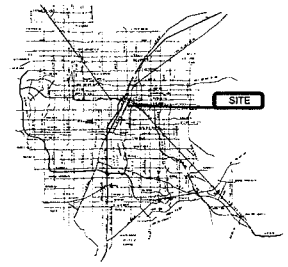
Notary Public in and for said County and State

MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2



SITE PLAN

1" = 30'



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-021 TO 139-34-410-025 AND 139-34-310-028
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN	MXU
EXISTING ZONING	C-M
PROPOSED ZONING	C-2
SITE AREA	17,500 NSF 40 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

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Site Development Review
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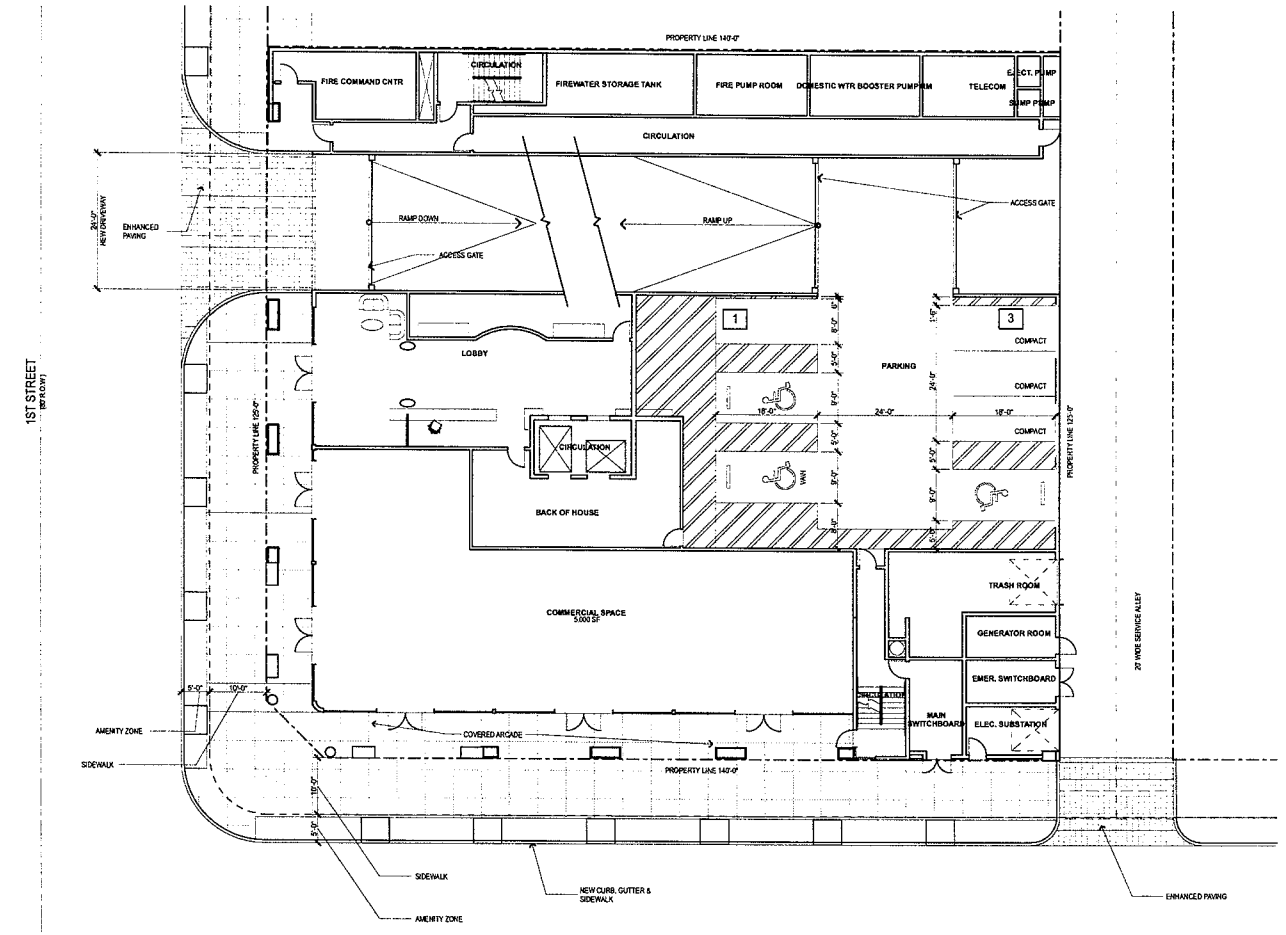
City of Las Vegas SDR Submittal 10.09.07

SITE PLAN
AS100

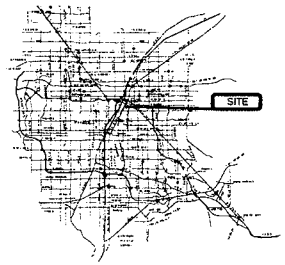
07.039 Solterra Lofts

EOT-36813
01-20-10 CC



SITE PLAN

1" = 10'



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER		139-34-410-021 & 139-34-410-022
JURISDICTION		CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN		MXU
EXISTING ZONING PROPOSED ZONING		C-M C-2
SITE AREA		17,500 NSF 40 NET ACRES
SETBACKS - (BUILDING)		
	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"
MAX HEIGHT		N/A (CENTENNIAL PLAN)
ACTUAL HEIGHT		173'-0", 14 STORIES
LOT COVERAGE ALLOWED		N/A
ACTUAL LOT COVERAGE		100%

BUILDING QUANTITIES

BUILDING QUANTITIES:	
COMMERCIAL SQUARE FOOTAGE	5,000 SF
CONDOMINIUM UNITS	130 UNITS

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
COMMERCIAL	5,000 SF @ 1:175 = 29	3
UNITS	130 UNITS @ 1:1 = 130	130
STANDARD PARKING SPACES PROVIDED		92
COMPACT PARKING SPACES PROVIDED (28.5%)		36
HANDICAPPED SPACES PROVIDED		1 VAN, 2 STANDARD
TOTAL PARKING		133

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SITE PLAN

AS101

07.039 Solterra Lofts

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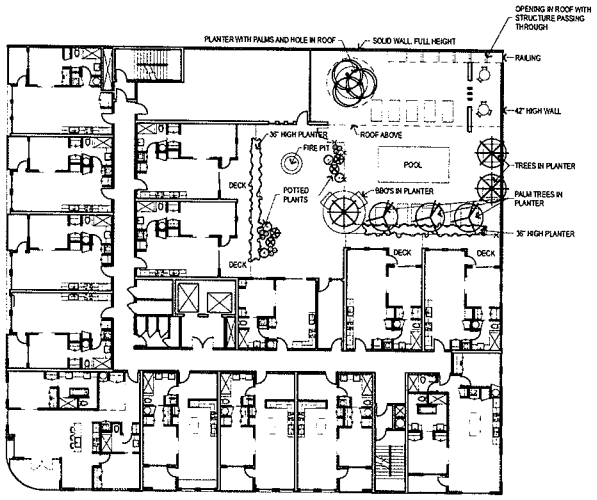
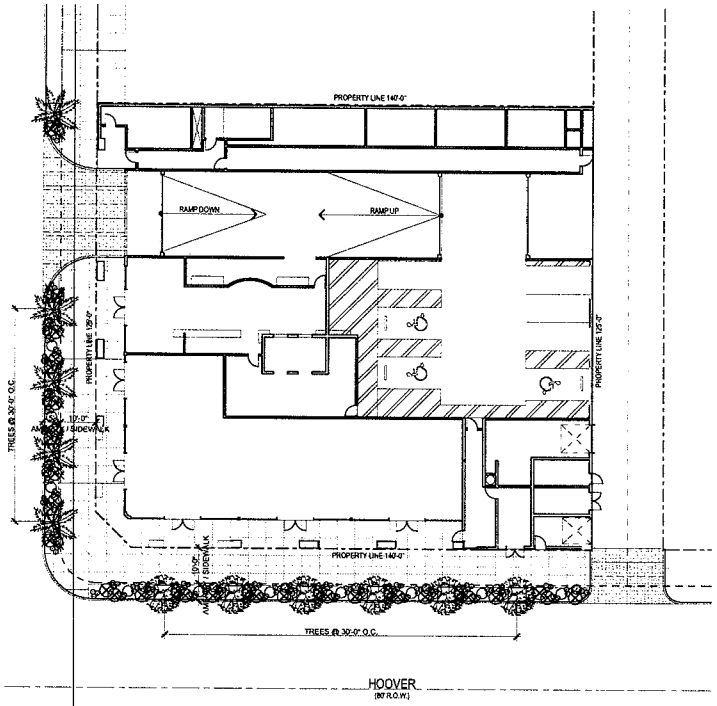
12/07/2009 Hoover Lofts - Solterra\DWG\07.039 Solterra Lofts.dwg 12/7/2009 12:55 PM Chris



AMENITY DECK

1/16" = 1'-0"



LANDSCAPE PLAN

1/16" = 1'-0"

Landscape Schedule			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	DATE PALM	phoenix	25' High
	SOUTHERN LIVE OAK	acacia stenophylla	24" Box
	DESERT WILLOW	chilopsis	24" Box
	SAGO PALM	cycas revoluta	15 gal
	MEXICAN FAN PALM	washingtonia robusta	10'-12' High
	TEXAS RANGER	eucophyllum fruitescens "Green Cloud"	5 gal
	DESERT HONEYSUCKLE		5 gal
	RED BIRD OF PARADISE	Caesalpinia pulcherrima	5 gal
	MEXICAN BIRD OF PARADISE	Caesalpinia pulcherrima	5 gal

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LANDSCAPE PLAN

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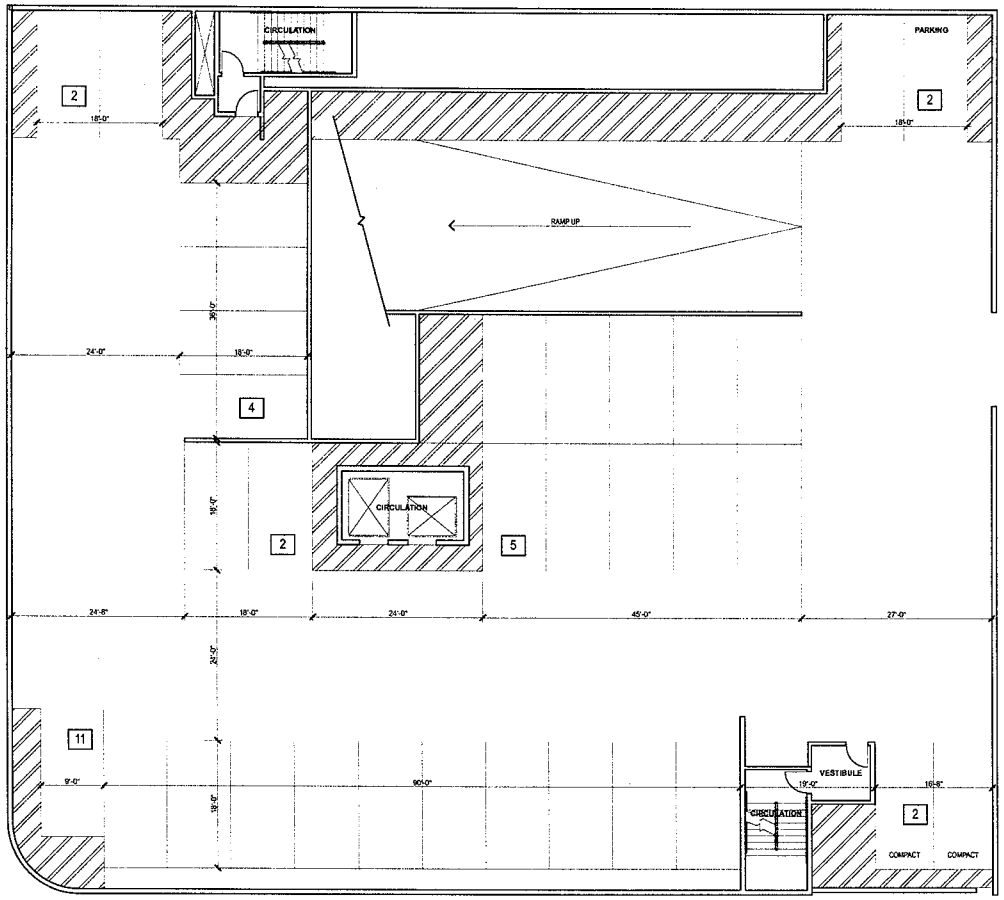
L100

07.039 Solterra Lofts

F:\07.039 Hoover Lofts - Solterra\DWGS\07.039 Solterra Lofts.dgn, 10/9/2007 2:56 PM, Chris



BASEMENT
1/8" = 1'-0"

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BASEMENT
A100
07.039 Solterra Lofts

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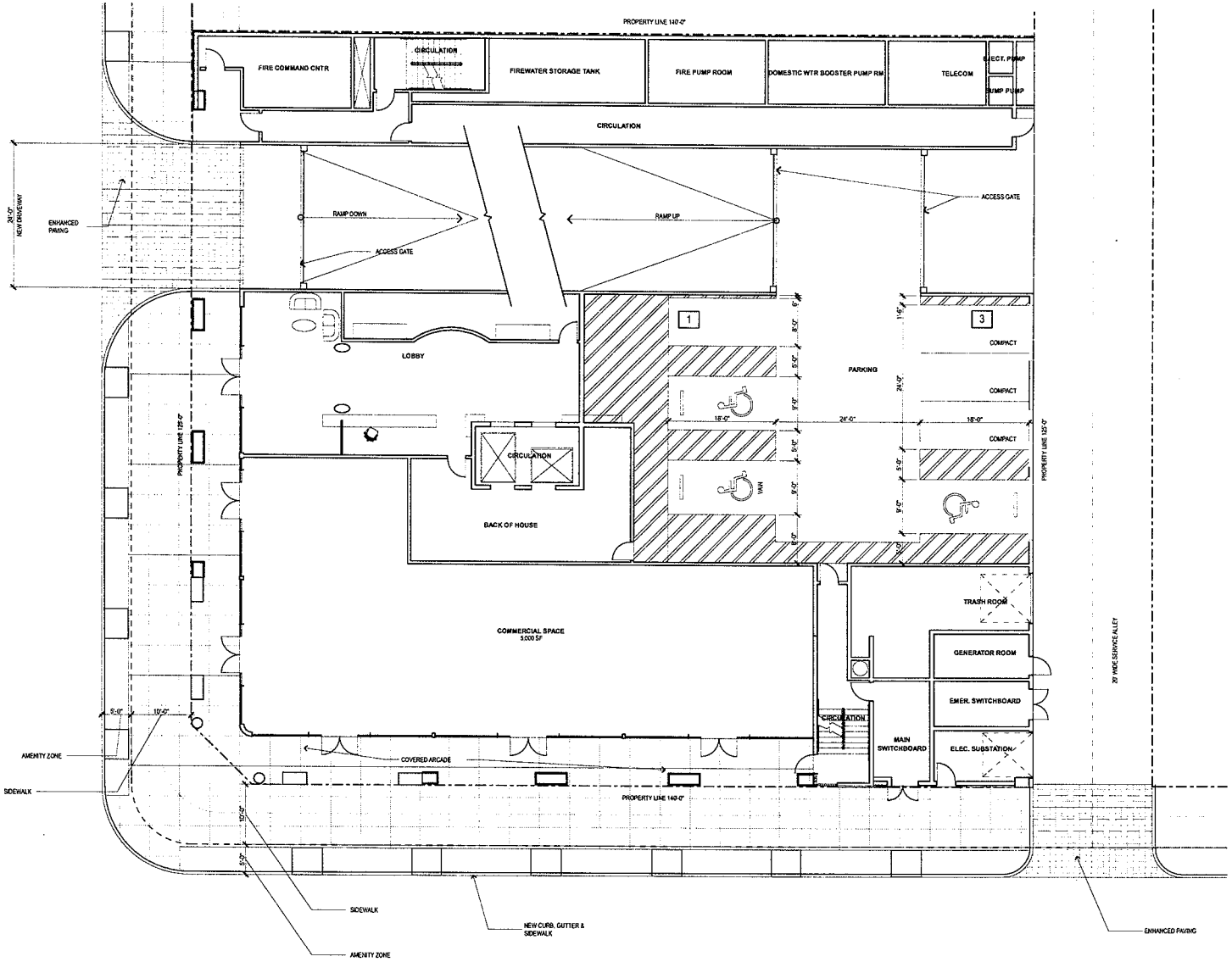
07.039 Hoover Lofts - Solterra\DWG\07.039 Solterra Lofts.pln, 10/9/2007 2:50 PM, Chris



FIRST FLOOR
1/8" = 1'-0"

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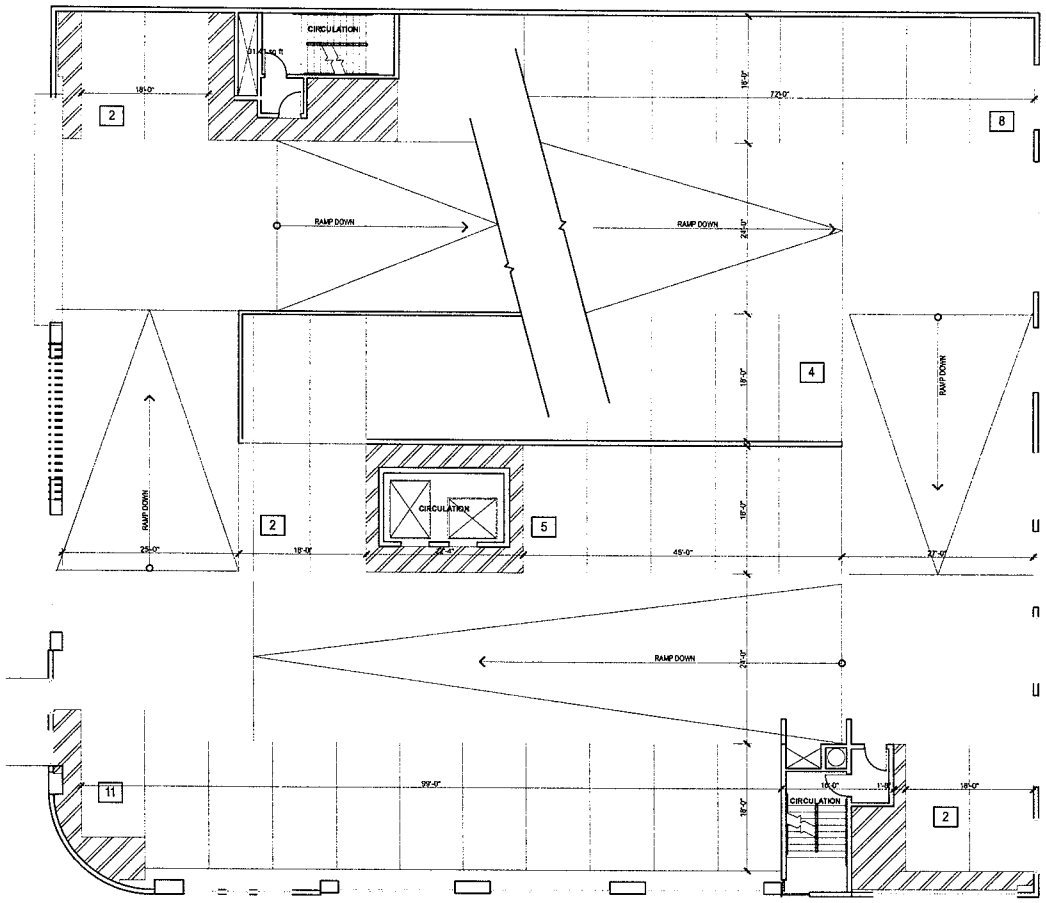
~~FIRST FLOOR~~
A101

07.039 Solterra Lofts

F:\07.039 Hoover Lofts - Solterra\DWG\07.039 Solterra Lofts.pln(10/9/2007) 3:01 PM: Chris



SECOND FLOOR

1/8" = 1'-0"

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SECOND FLOOR

A102

07.039 Solterra Lofts

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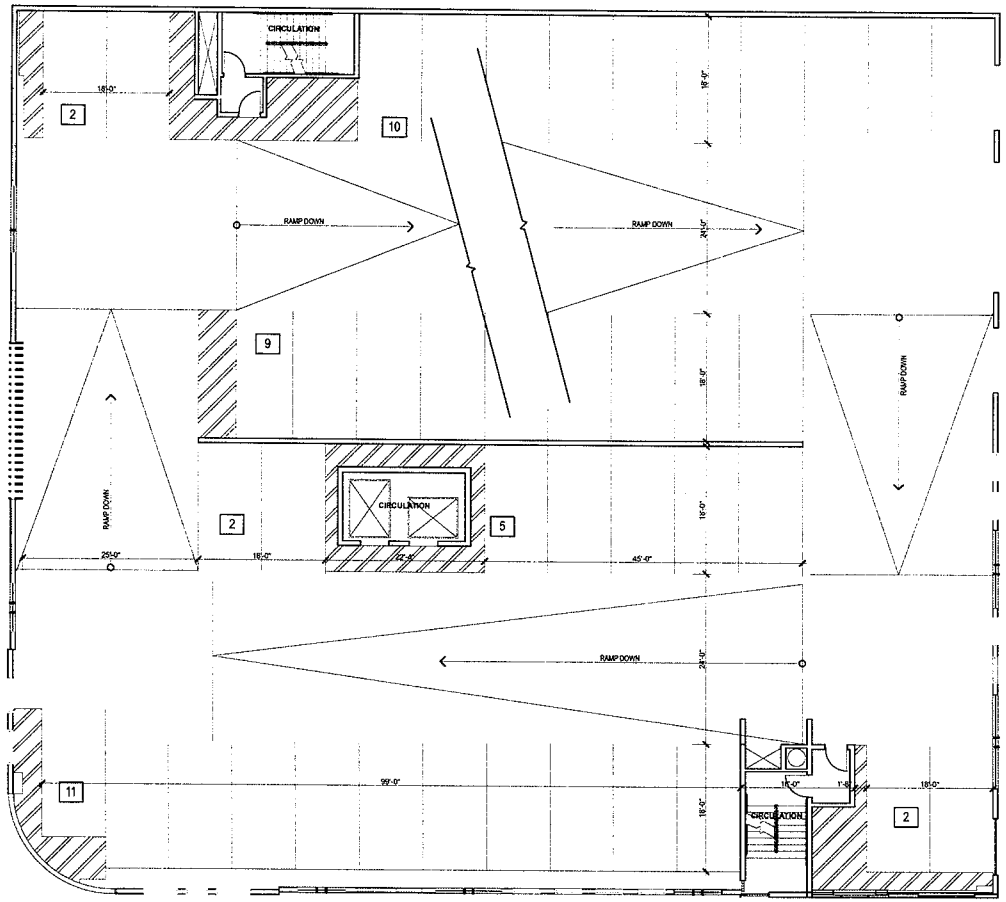

THIRD FLOOR

1/8" = 1'-0"

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THIRD FLOOR

A103

07.039 Solterra Lofts

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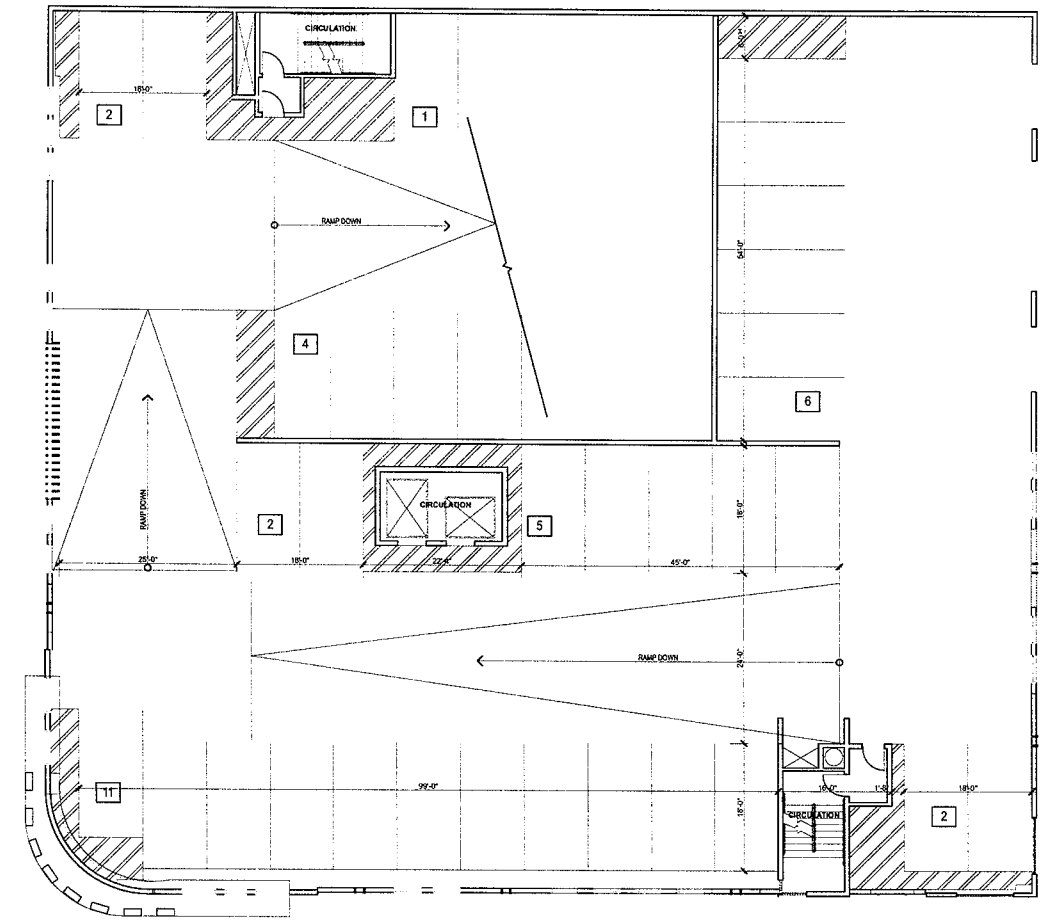

FOURTH FLOOR

1/8" = 1'-0"

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EOT-36813
01-20-10 CC

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FOURTH FLOOR

A104

07.039 Solterra Lofts

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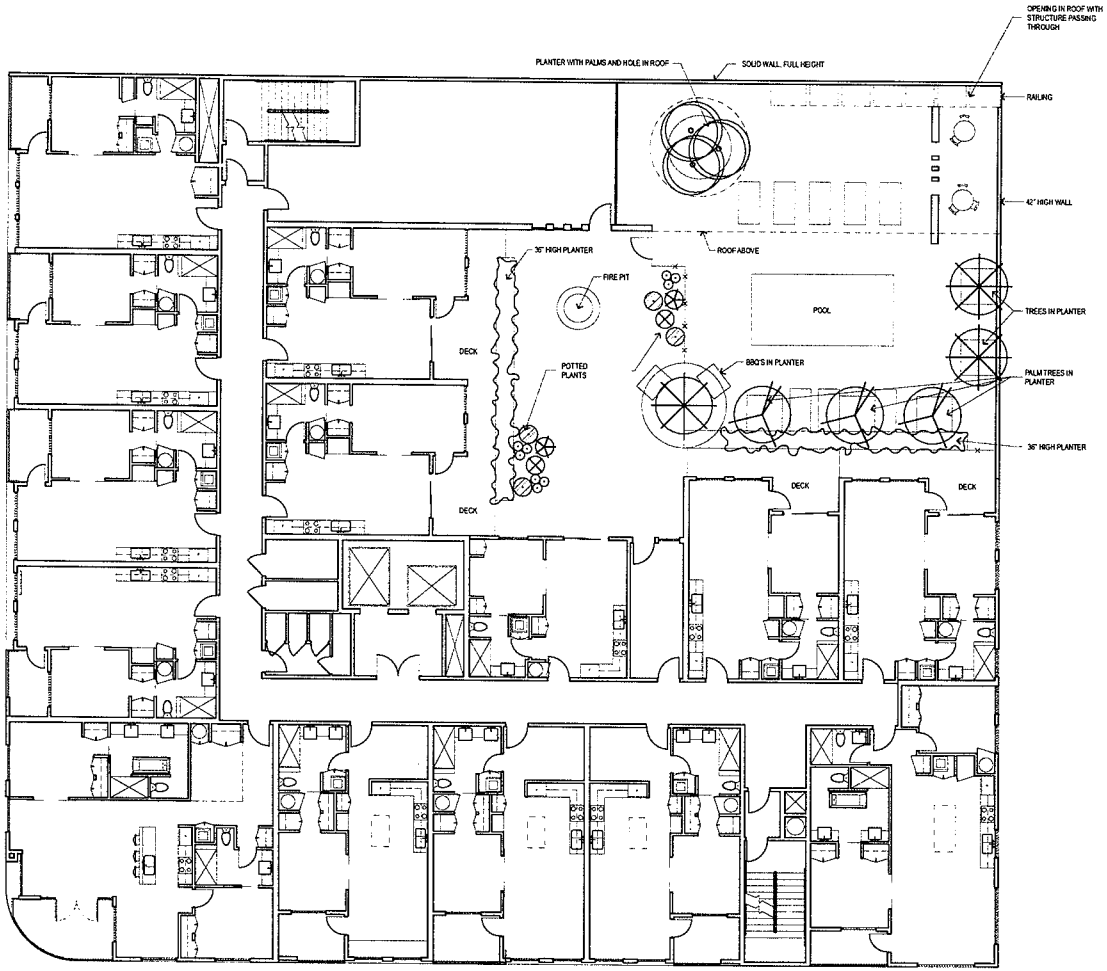

FIFTH FLOOR
1/8" = 1'-0"

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FIFTH FLOOR
A105
07.039 Solterra Lofts

EOT-36813
01-20-10 CC

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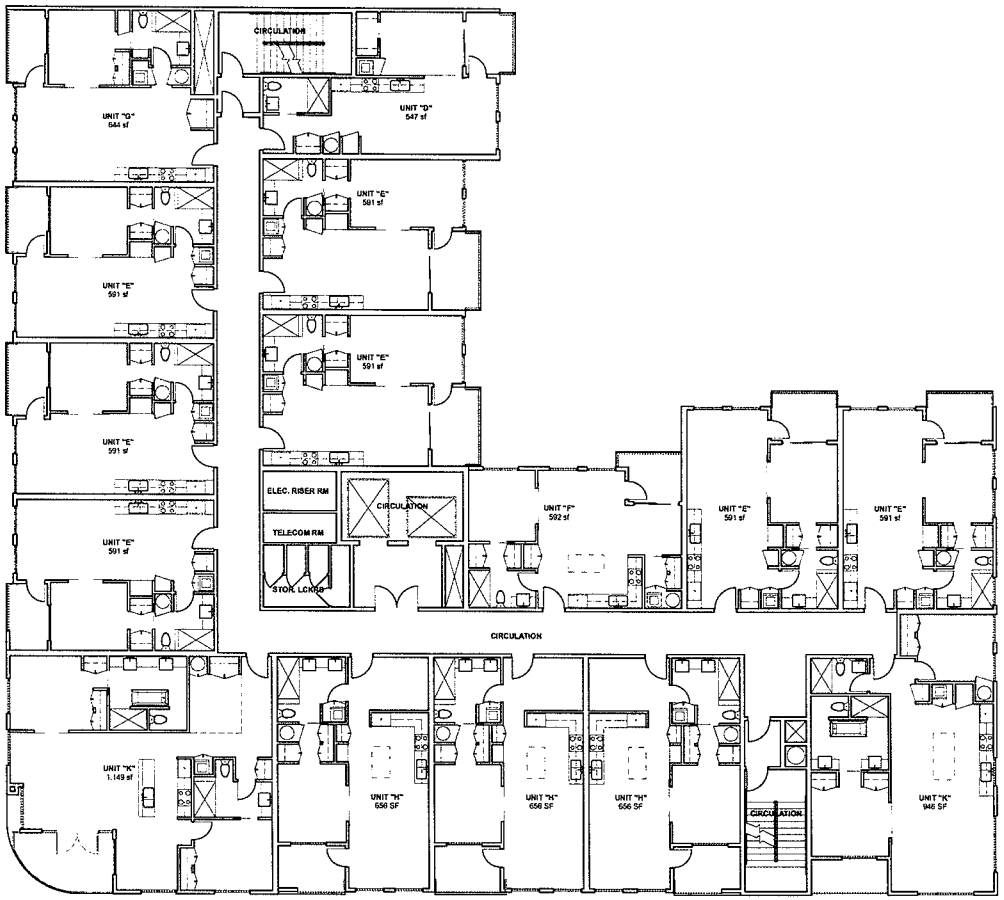

SIXTH & SEVENTH FLOOR

1/8" = 1'-0"

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SIXTH & SEVENTH FLOOR

A106

07.039 Solterra Lofts

EOT-36813
01-20-10 CC

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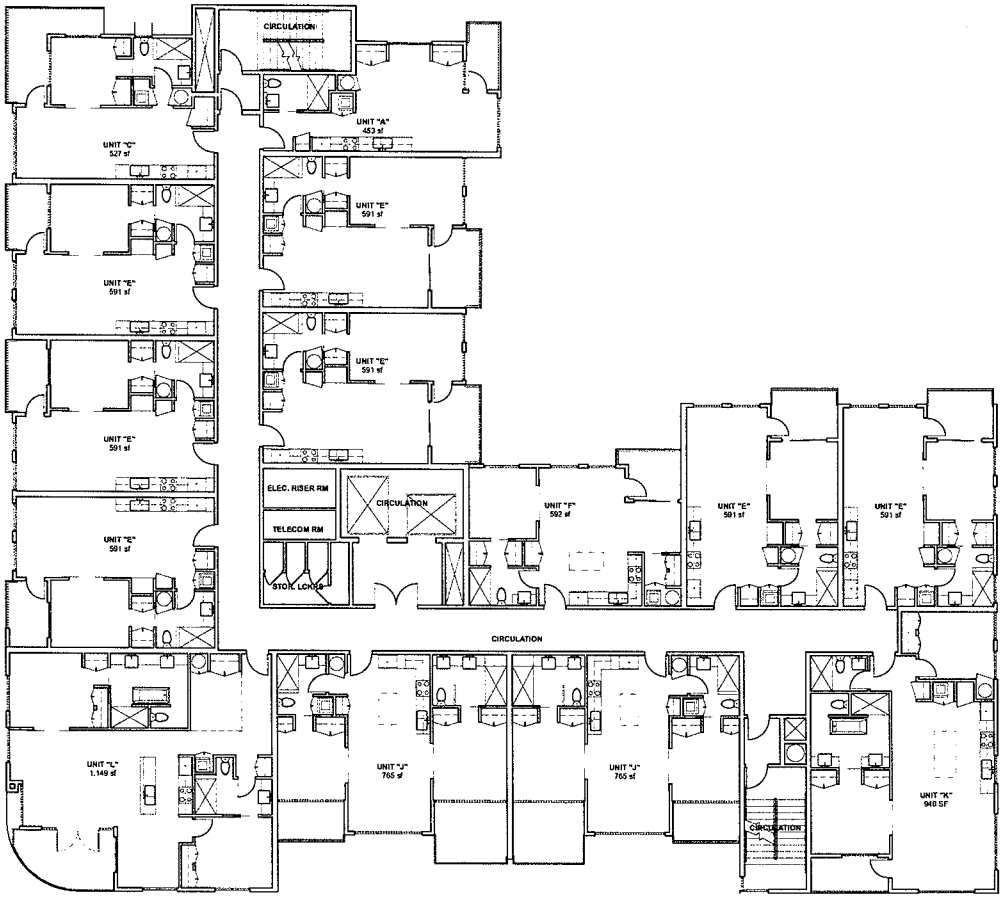

EIGHTH FLOOR

1/8" = 1'-0"

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EIGHTH FLOOR

A107

07.039 Solterra Lofts

EOT-36813
01-20-10 CC

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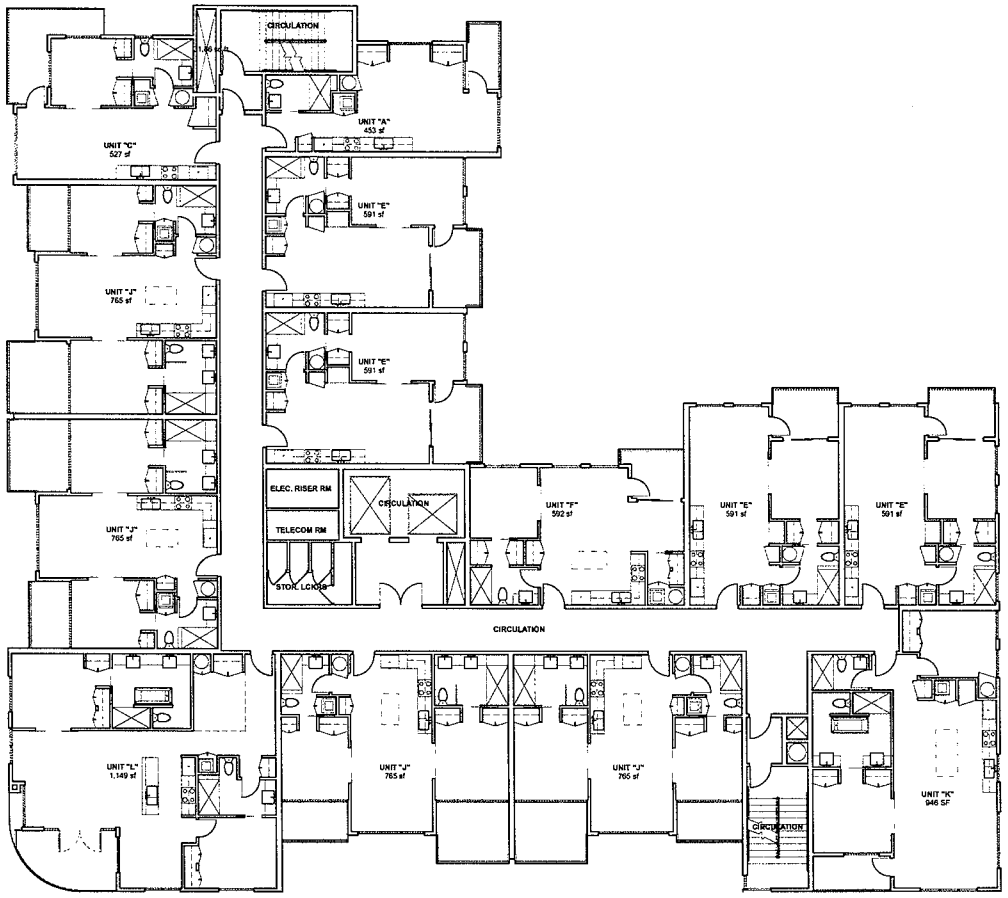

NINTH-12TH FLOORS

1/8" = 1'-0"

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EOT-36813
01-20-10 CC

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NINTH-12TH FLOORS

A108

07.039 Solterra Lofts

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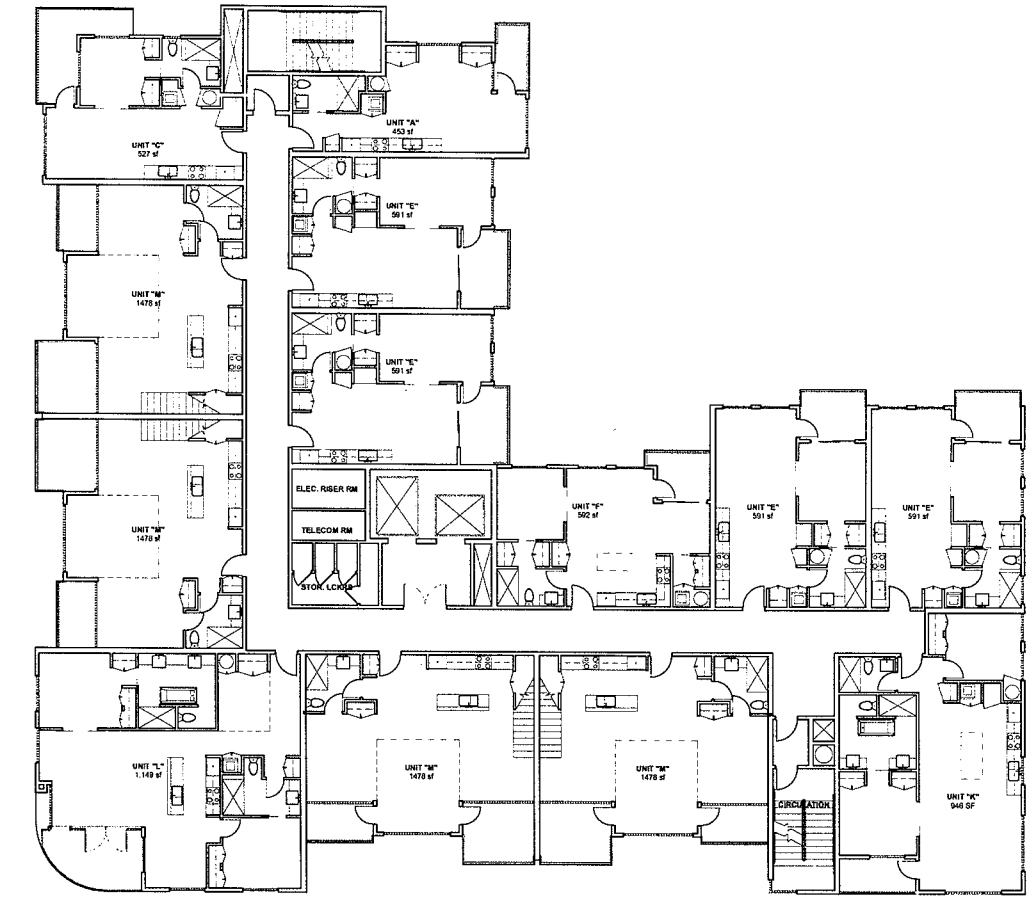
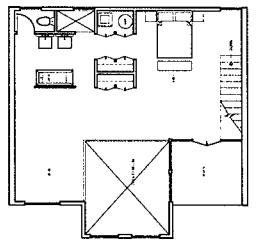


13TH FLOOR

1/8" = 1'-0"

RECEIVED
DEC 01 2009



UNIT M-MEZZANINE

1/8" = 1'-0"

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F 702.839.1213

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13TH FLOOR & MEZZANINE

A109

07.039 Solterra Lofts

EOT-36813
01-20-10 CC

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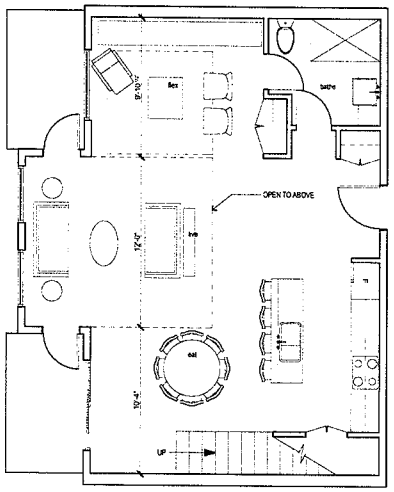
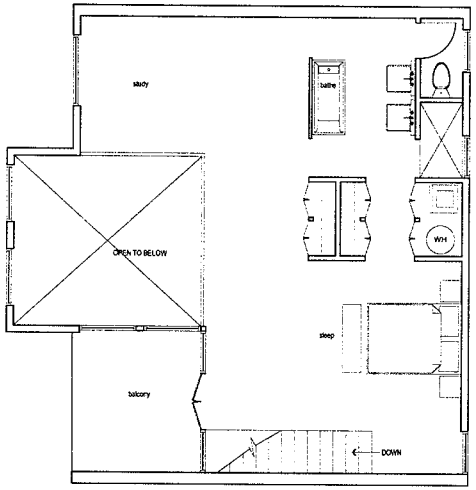
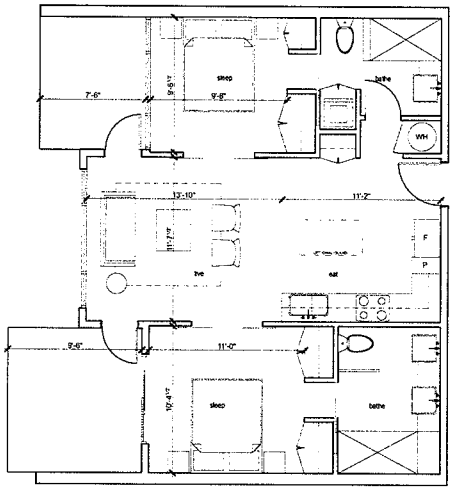


TYPICAL PENTHOUSE

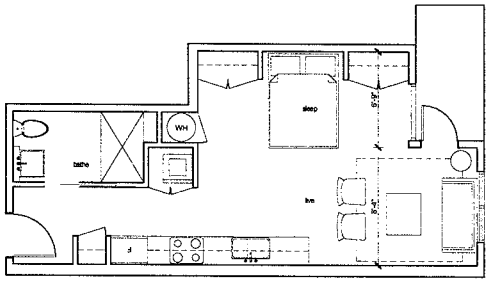
1/4" = 1'-0"





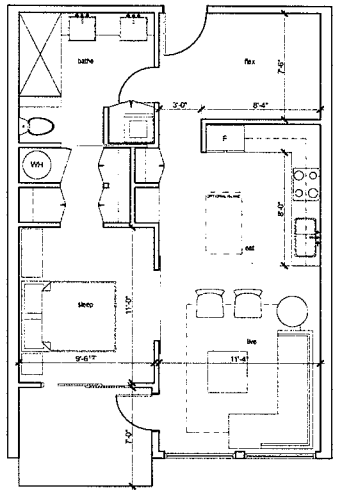
TYPICAL 2-BEDROOM

1/4" = 1'-0"



TYPICAL STUDIO

1/4" = 1'-0"



TYPICAL 1-BEDROOM

1/4" = 1'-0"

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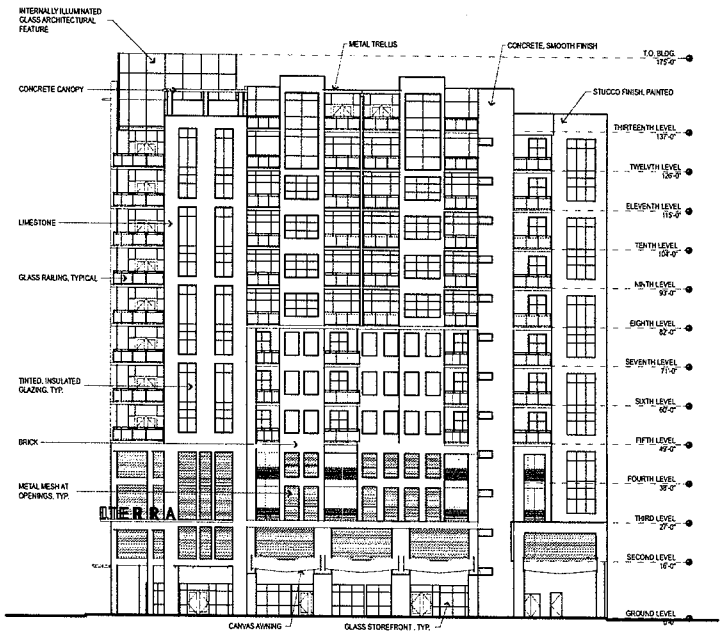
UNIT PLANS

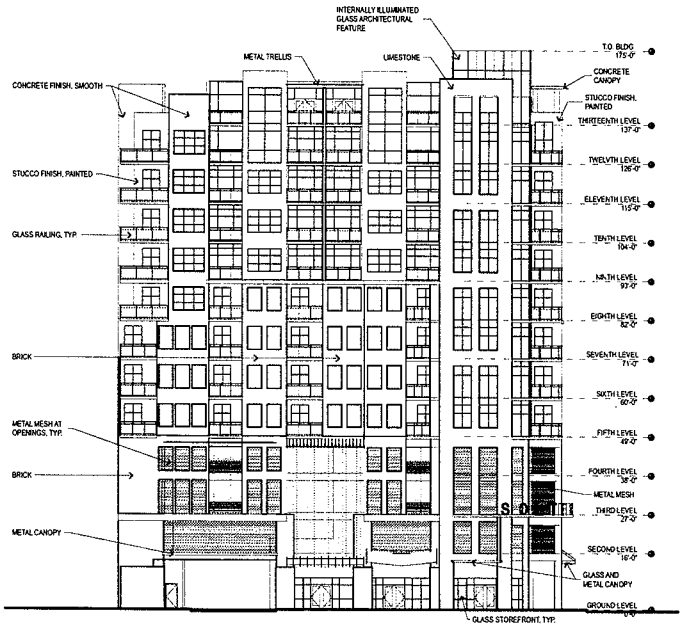
A110

07.039 Solterra Lofts



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

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01-20-10 CC

BUILDING ELEVATIONS

City of Las Vegas SDR Submittal 10.09.07

A200

07.039 Solterra Lofts

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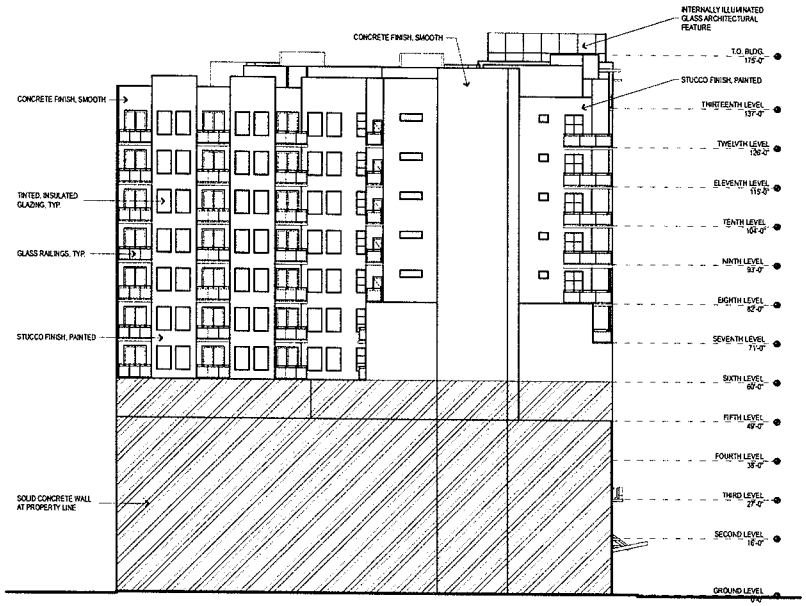
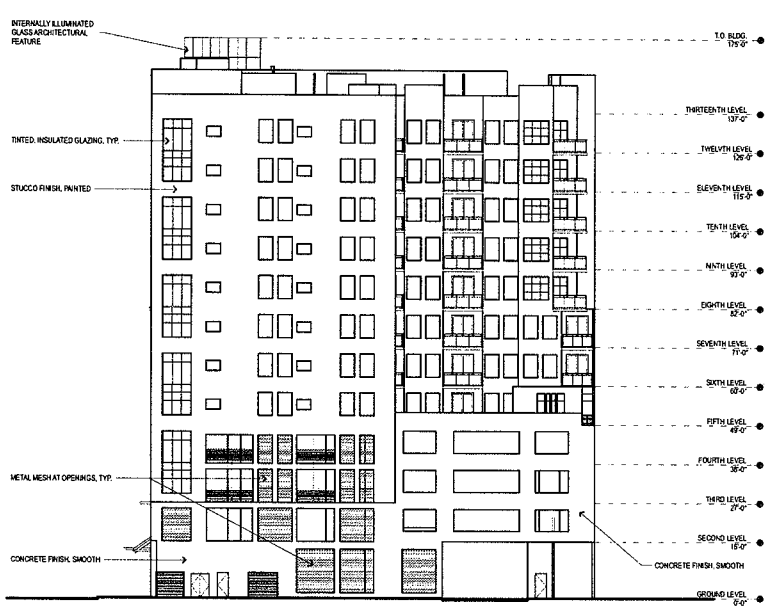


NORTH ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

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City of Las Vegas SDR Submittal 10.09.07

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1283

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

EOT-36813
01-20-10 CC

BUILDING ELEVATIONS

A201

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APTUSArchitecture

November 30, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-410-021 and 022

Re: Extension of Time for:
a. SDR – 25072
b. SUP – 25070

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. Current market conditions for residential developments indicate that an extension of time is warranted. This delay will allow other public and private projects in the area to develop and allow time for the residential values and financing to recover. We are requesting an extension of time for 2 years.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

:OT-36813
)1-20-10 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 11, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SDR-25072 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO ZON-25069 AND SUP-25070

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS on 0.40 acres adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Special Use Permit (SUP-25070) 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 10/09/07, except as amended by conditions herein.

4. The existing chain link construction fence must be brought into conformance with the Construction Standards outlined in Subsection VII.C.8 of the Downtown Centennial Plan.

5. A revised site plan and related floor plans shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a tentative map, to reflect the changes herein. The site plan and related floor plans shall be revised to include two additional handicap accessible spaces to bring the total number of accessible spaces

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01-20-10 CC

up to five spaces as required for 133 parking spaces pursuant to Title 19.10.010 (G). The van accessible space must be reconfigured to comply with Title 19.10.010 (K) Figure 4. Further, the site plan shall be revised to reflect compliance with Graphic 5 of Section V of the Downtown Centennial Plan with regards to the streetscape improvements at the intersection of 1st Street and Hoover Avenue and along South 1st Street.

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: add one shade tree to the Hoover Avenue amenity zone to bring the number of trees and maximum separation distance into compliance with the Downtown Centennial plan. Further, tabulate all tree heights along with the quantities and sizes.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

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13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

14. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

15. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Dedicate a 10-foot radius on the northeast corner of 1st Street and Hoover Avenue adjacent to this site prior to the issuance of any permits.

19. Coordinate with the City Surveyor to determine whether a Merger and Re-Subdivision Map or other map is necessary; comply with the recommendations of the City Surveyor.

20. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through conditions herein. Include an offsite Geotechnical Pavement Design recommendation for all asphalt pavement required for completion of this project.

21. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveway accessing this site from First Street.

22. Door openings shall not encroach into the public right-of-way either in the opened or closed position.

EOT-36813
1-20-10 CC

23. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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.

24. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

25. A Drainage Plan and Technical Drainage Study for all of the parcels Rezoned with ZON-25069, 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.

26. Landscape and maintain all unimproved rights-of-way, if any, on First Street and Hoover Avenue adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

EOT-36813
1-20-10 CC

27. Submit an Encroachment Agreement for all landscaping, if any, located in the First Street and Hoover Avenue public rights-of-way adjacent to this site prior to occupancy of this site.

28. 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.

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

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

EDT-36813
1-20-10 CC

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

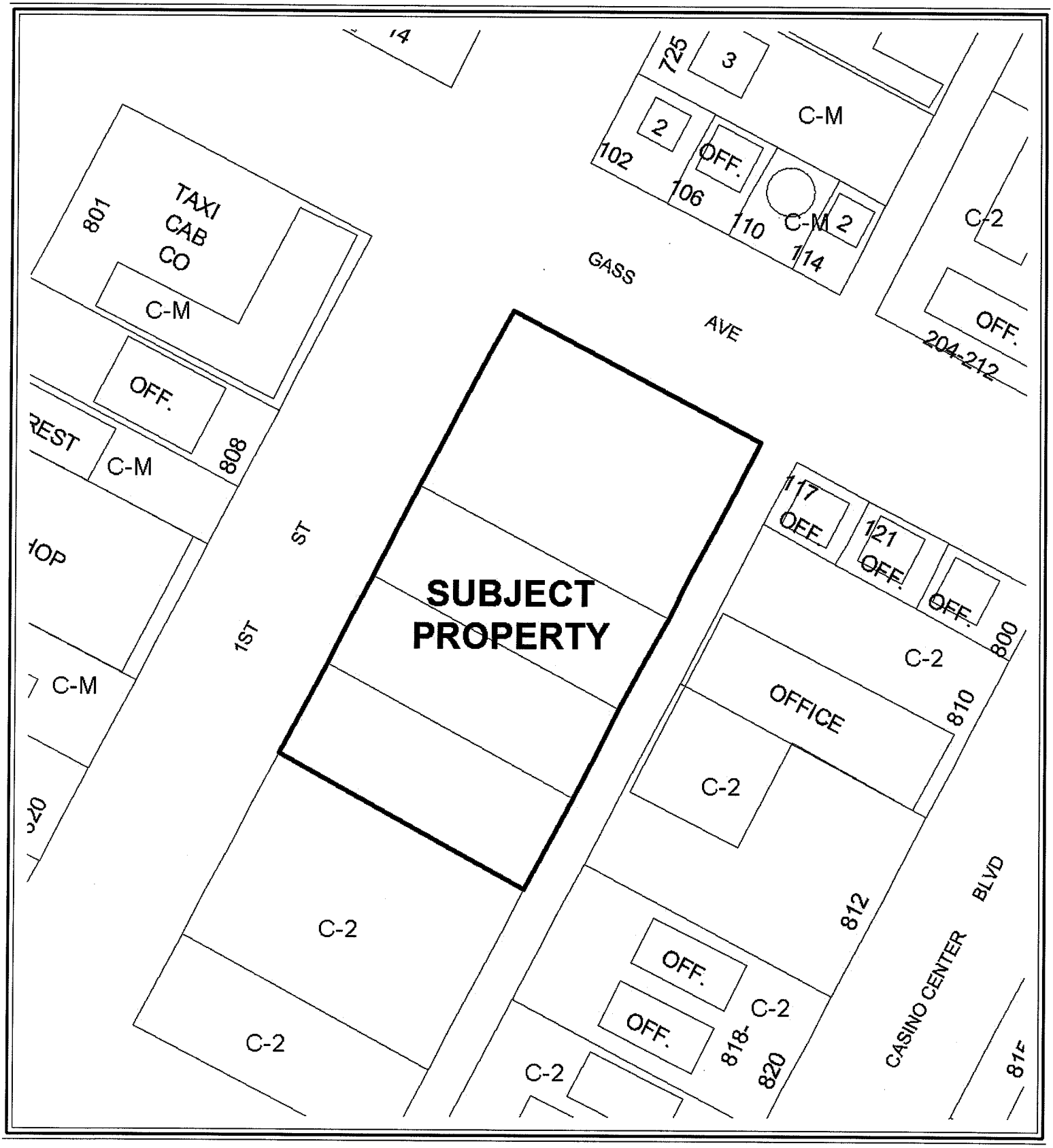
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36814 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25268) FOR A MIXED-USE DEVELOPMENT adjacent to the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

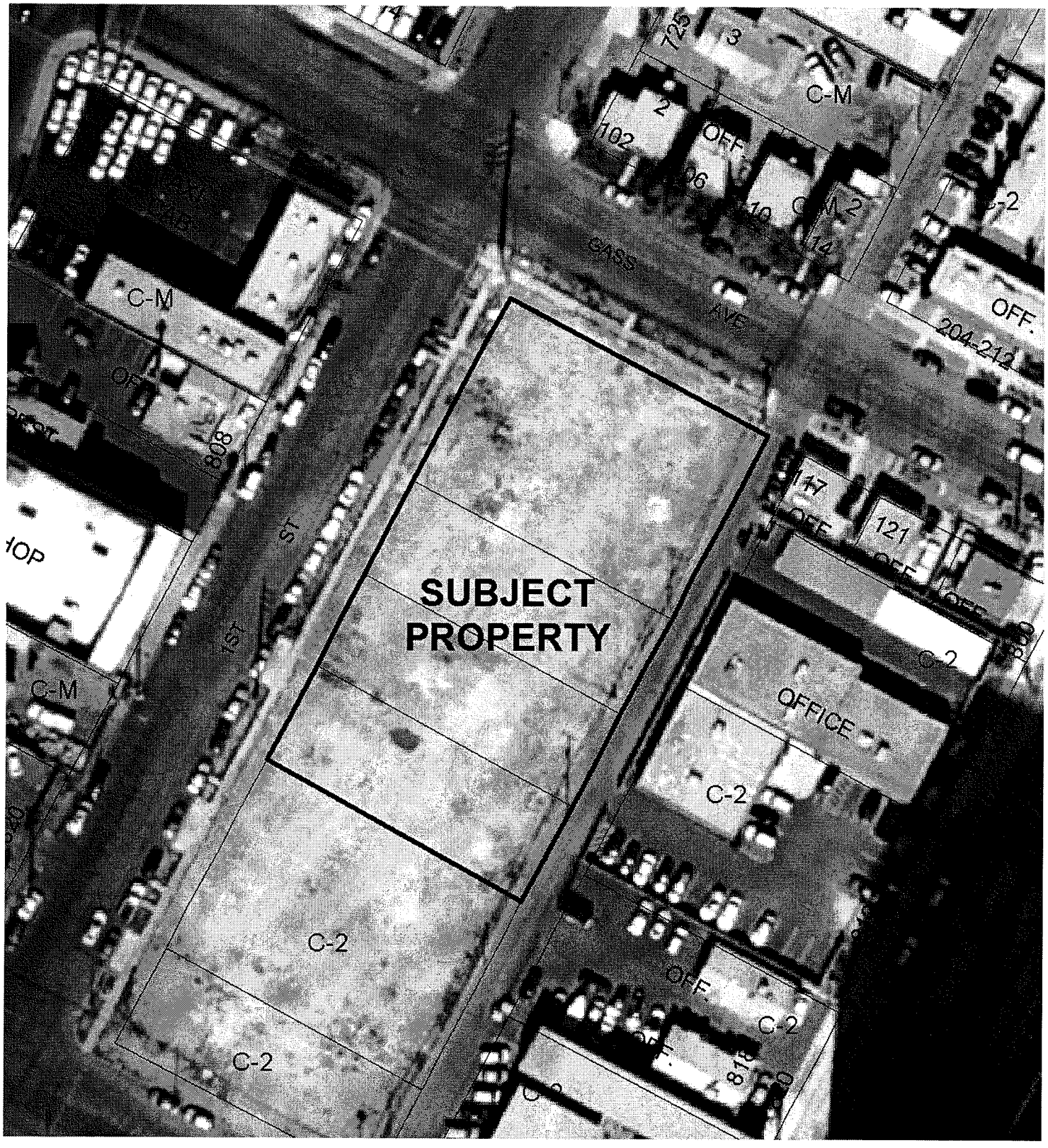
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-25268



CASE: **EOT-36814**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **EOT-36814**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36814 – EXTENSION OF TIME – SPECIAL USE PERMIT -
APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-25268) shall expire on January 9, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-25268) 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-25268) for a proposed mixed-use development. The applicant was issued a building permit (92409) on 06/22/07 for the demolition of all existing structures on the site, which was completed on 10/17/08, but no plans have been submitted for review nor have any building permits been issued for the proposed project. New entitlements have been approved for a mixed-use project to the south of the subject site. The applicant is requesting a two year extension of time as the project has not yet progressed to a stage to apply for building permits. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/04	The City council approved a request for Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
01/09/08	The City Council approved a request for a Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street between Hoover Avenue and Gass Avenue. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Special Use Permit (SUP-25070) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/09/08	The City Council approved a request for a Special Use Permit (SUP-25267) for a proposed 550-foot tall building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. The Planning Commission recommended approval on 12/06/07.
	The City Council approved a related request for a Special Use Permit (SUP-25268) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25265) for a proposed 50-story mixed-use development including 15,000 square feet of commercial space and 700 residential condominium units.
09/26/08	A Code Enforcement case (70125) was processed for trash and debris both inside and outside a fenced area at 101 Gass Avenue. Code Enforcement closed the case on 11/19/08.
Related Building Permits/Business Licenses	
06/22/07	A building permit (92409) was issued for the demolition of all buildings on site at 101 Gass Avenue. The permit was finalized on 10/17/08.
No 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	0.72

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Mixed Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
North	Offices	MXU (Mixed-Use)	C-M (Commercial/Industrial)
South	Warehouses	MXU (Mixed-Use)	C-M (Commercial/Industrial)
East	Offices and Apartments	MXU (Mixed-Use)	C-2 (General Commercial)
West	Retail Establishments, Restaurant, and Offices	MXU (Mixed-Use)	C-M (Commercial/Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		N*
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

*City Council approved a Special Use Permit (SUP-25267) that allowed the height of the building to be 550 feet tall.

ANALYSIS

This is the first request for an extension of time of a previously approved Special Use Permit (SUP-25268) for a proposed mixed-use development located along 1st Street between Gass Avenue and Hoover Avenue. No plans have been submitted for review nor have any building permits been issued for the proposed project.

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-25268) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. New entitlements have been approved for a mixed-use project to the south of the subject site. The applicant is requesting an extension of time as the project has not yet progressed to a stage to apply for building permits. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-25268) 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-36814** APN: 139-34-410-023 thru 025 and 139-34-310-028

Name of Property Owner: Solterra Holdings Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

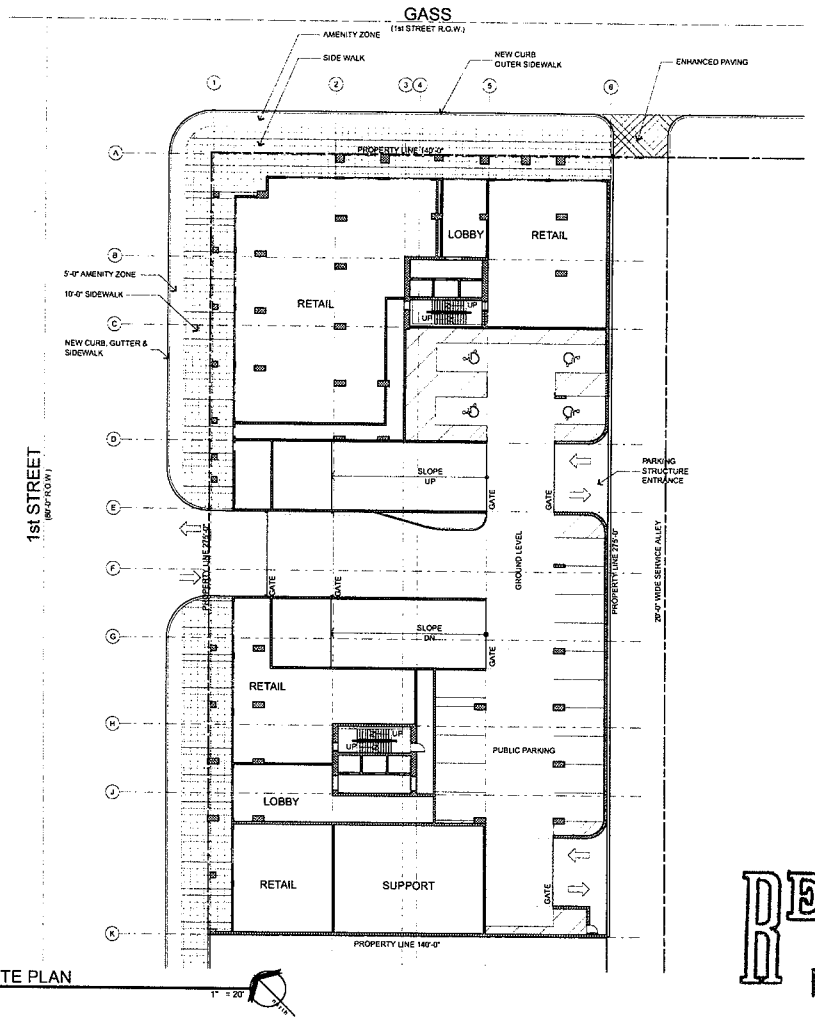
Print Name: Guerrino Nichele

Subscribed and sworn before me

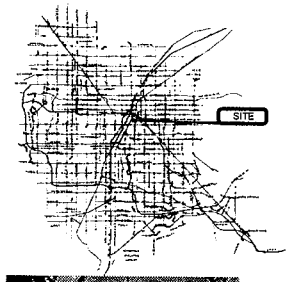
This 17 day of November, 2009

_____
Notary Public in and for said County and State

MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2



SITE PLAN



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-023, 024, 025 & 139-34-310-028
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN	M/U
EXISTING ZONING	C-M
PROPOSED ZONING	C-2
SITE AREA	38,500 NSF 88 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

MAX HEIGHT	N/A (CENTENNIAL PLAN)
ACTUAL HEIGHT	550'-0", 50 STORIES
LOT COVERAGE ALLOWED	N/A
ACTUAL LOT COVERAGE	100%

BUILDING QUANTITIES

BUILDING QUANTITIES:	
COMMERCIAL SQUARE FOOTAGE	15,000 SF
CONDOMINIUM UNITS	700 UNITS

PARKING AREA

BUILDING AREA	PROVIDED PARKING
COMMERCIAL	15,000 SF @ 1:1000= 15
UNITS	700 UNITS @ 1:1 = 700

STANDARD PARKING SPACES PROVIDED	493
COMPACT PARKING SPACES PROVIDED (29 %)	207
HANDICAPPED SPACES PROVIDED	3 VAN, 12 STANDARD
TOTAL PARKING	715

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APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal	10.23.07
City of Las Vegas SDR Submittal (Rev)	11.16.07
City of Las Vegas SDR Submittal (Rev)	12.05.07

SITE PLAN
AS100

07.118 Solterra Towers

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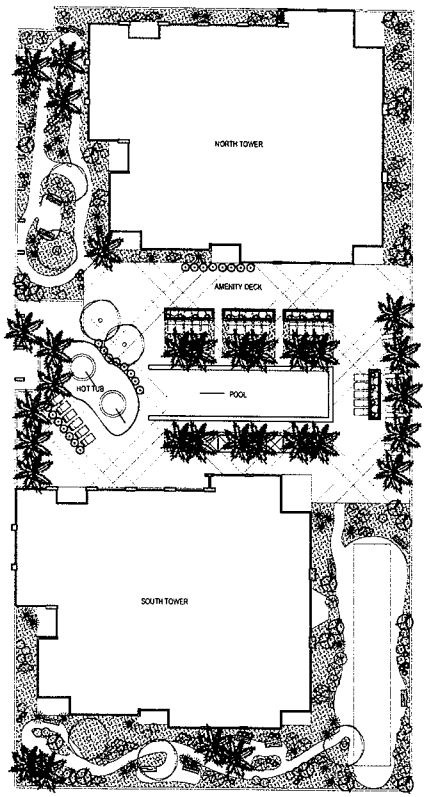
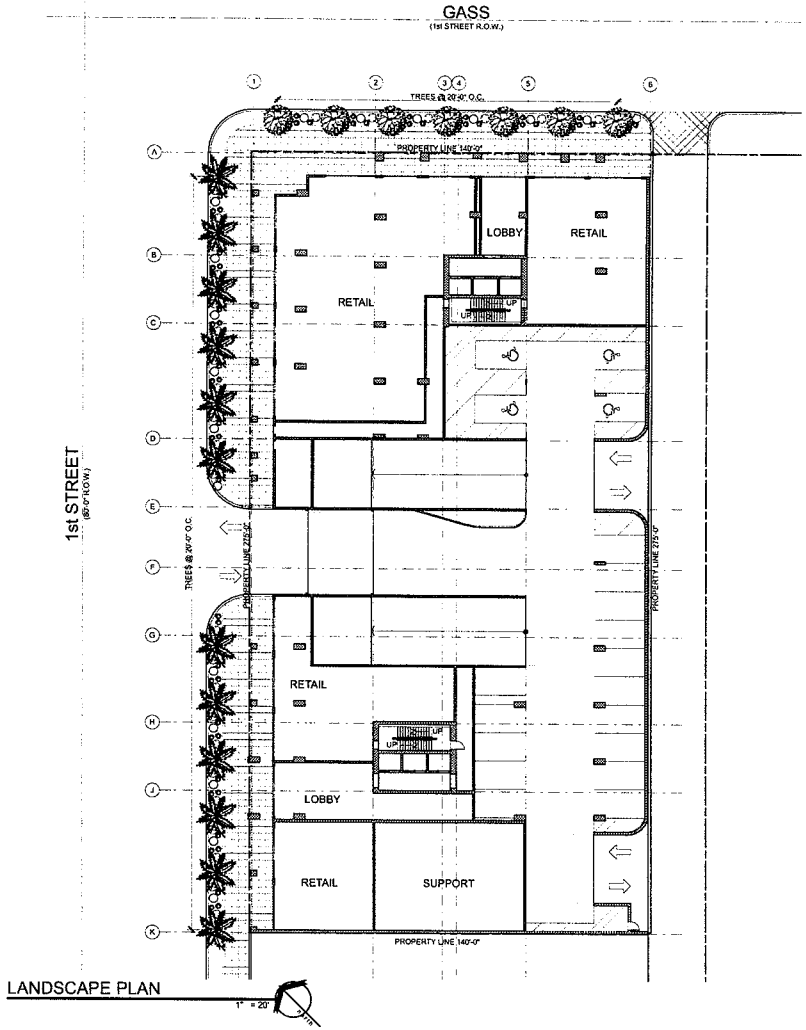


AMENITY DECK
1" = 20'



LANDSCAPE PLAN
1" = 20'

Landscape Schedule

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	PALM	phoenix dactylifera	25' H
	SOUTHERN LIVE OAK	quercus	24" Box
	MODESTO ASH	fraxinus	24" Box
SHRUBS			
	BAJA FAIRY DUSTER	calliandra	5 gal
	DESERT HONEYSUCKLE	anisacanthia	5 gal
	RED BIRD OF PARADISE	caesalpinia	5 gal
	GREEN BUSH DAISY	euryops	15 gal
	MEXICAN BUSH SAGE	salvia leucantha	5 gal
GROUND COVER			
	DESERT CARPET	myoporum parvifolium	5 gal
	LANTANA	lantana	3 gal
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal
ROCK MULCH	**SIZE**	**COLOR**	**DEPTH**
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

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Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.23.07
City of Las Vegas SDR Submittal (Rev) 11.16.07
City of Las Vegas SDR Submittal (Rev) 12.05.07

PLANTING PLAN
L100

07.118 Solterra Towers

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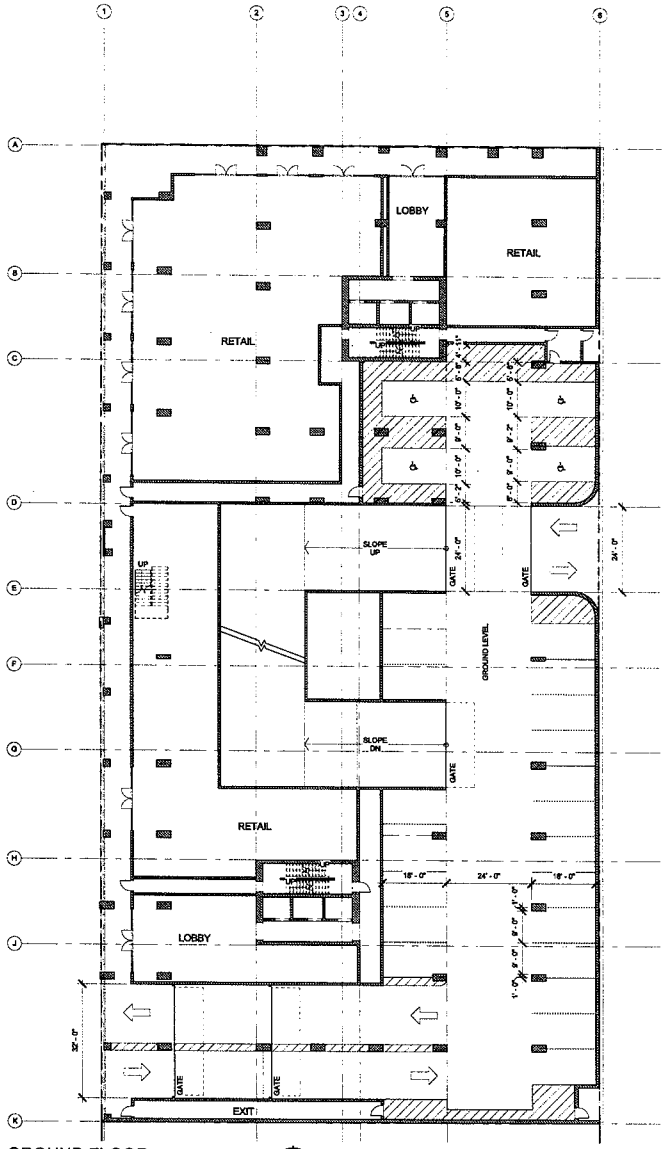
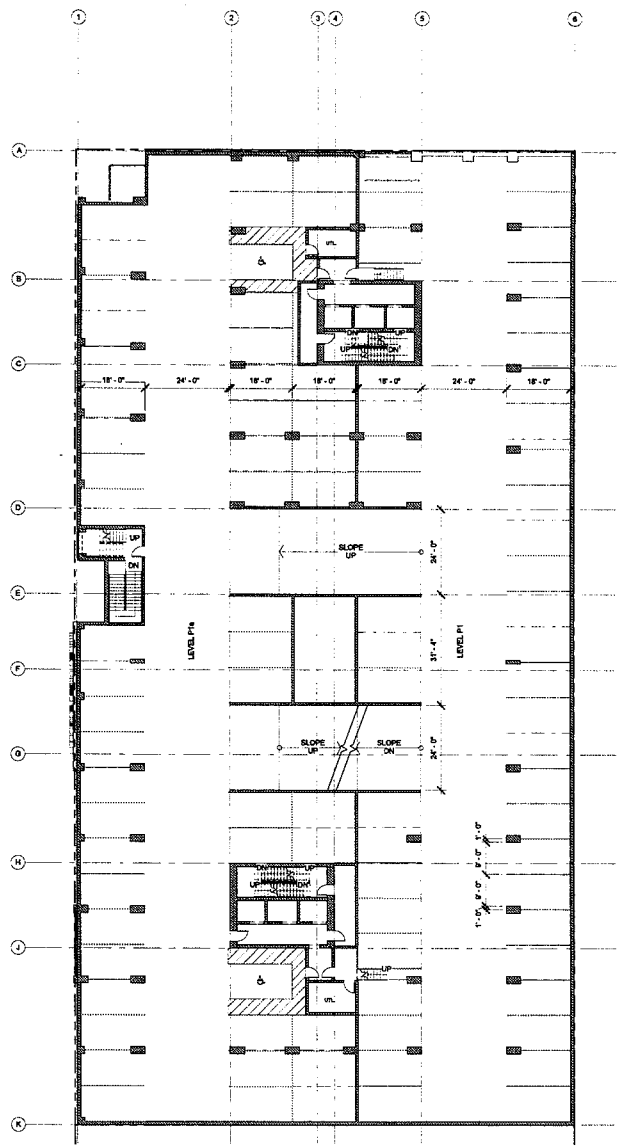


GROUND FLOOR

1/16" = 1'-0"



BASEMENT, 2ND - 8TH FLOORS

1/16" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

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Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

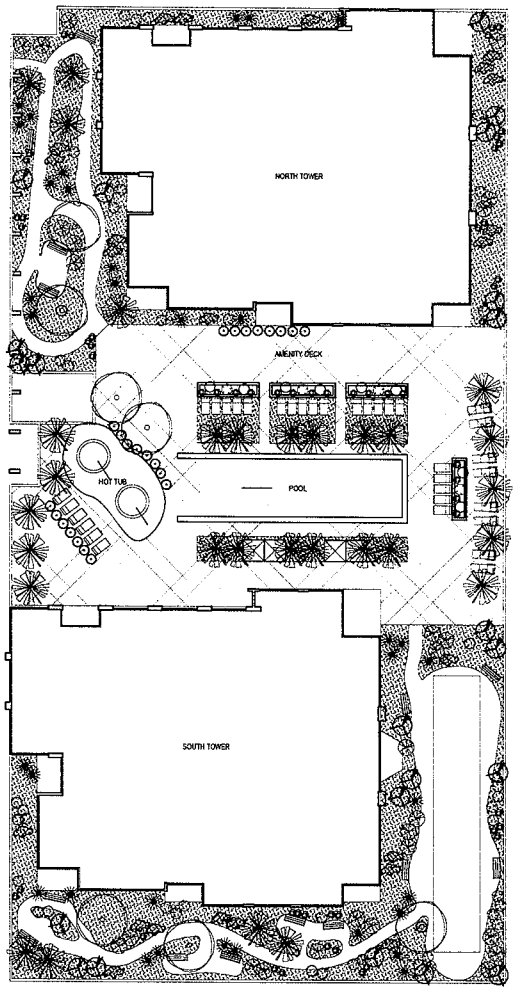
City of Las Vegas SDR Submittal 10.23.07
Revisions 11.16.07

BASEMENT THRU 8TH FLOORS

A100

07.118 Solterra Towers

EOT-36814
01-20-10 CC



AMENITY DECK - 9TH FLOOR
1/16" = 1'-0"

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9TH FLOOR
AMENITY DECK

A101

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EOT-36814
01-20-10 CC

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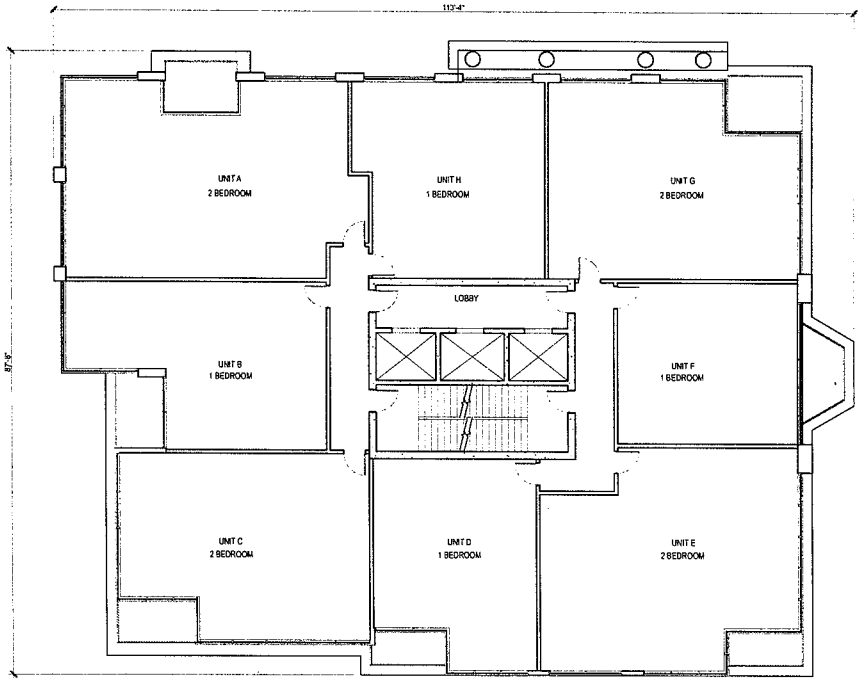
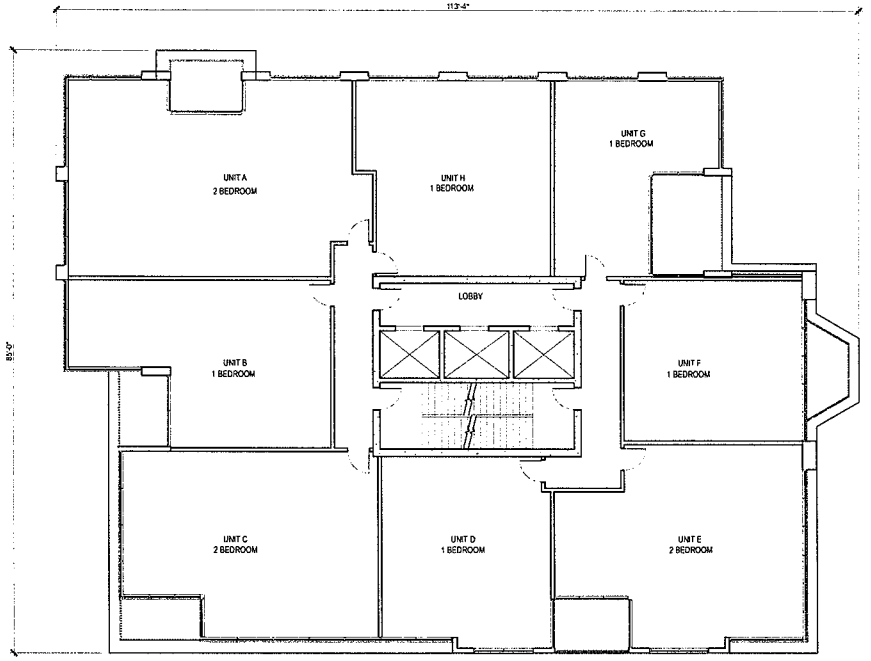


TYPICAL FLOORPLATE 9-30
1/8" = 1'-0"



TYPICAL FLOORPLATE 31-50
1/8" = 1'-0"

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TYPICAL
FLOORPLATES
FLOORS 9-50

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Gass Avenue and 1st Street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal (REV) 11.16.07

A102

07.118 Solterra Towers

EOT-36814
01-20-10 CC

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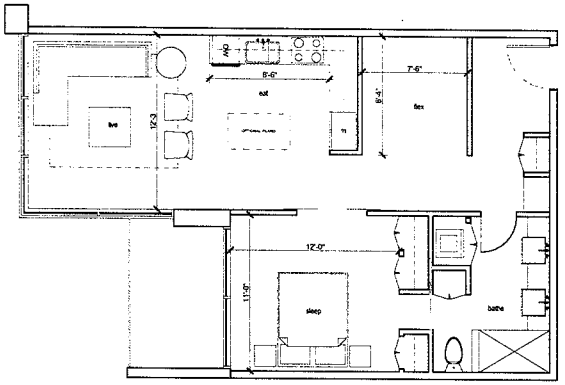
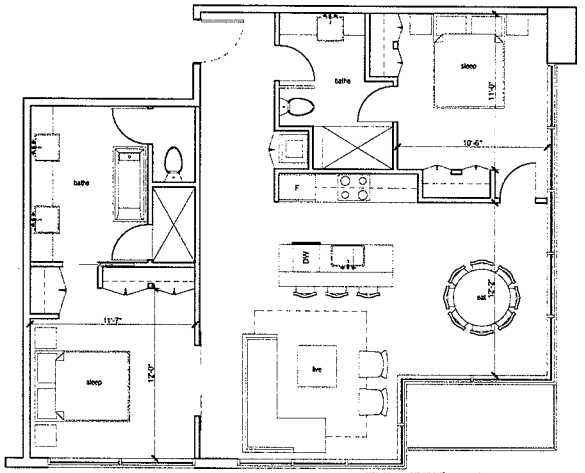


TYPICAL 1 BEDROOM
1/4" = 1'-0"



TYPICAL 2 BEDROOM
1/4" = 1'-0"

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Las Vegas, Nevada 89104
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01-20-10 CC

City of Las Vegas SDR Submittal 10.23.07
Revisions 11.16.07

TYPICAL UNIT PLANS

A110

07.118 Solterra Towers

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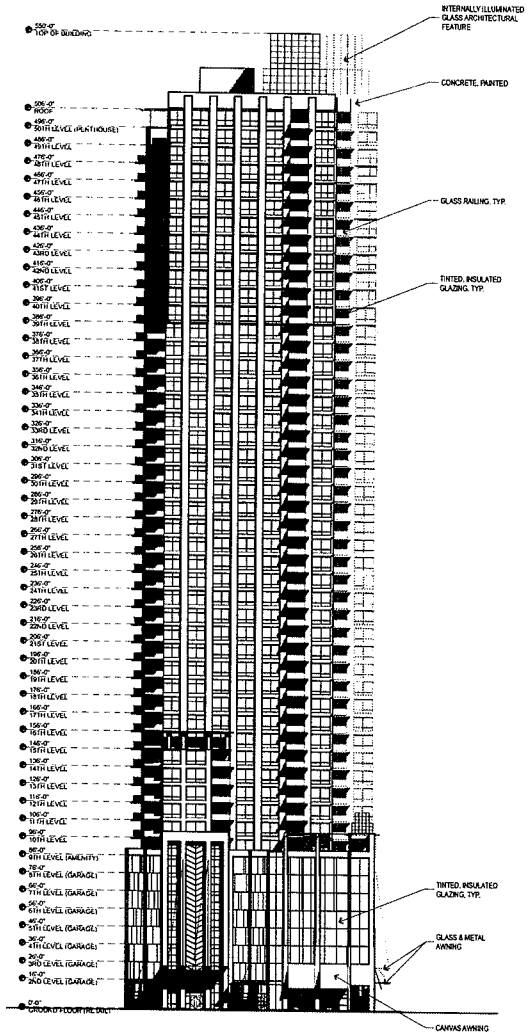
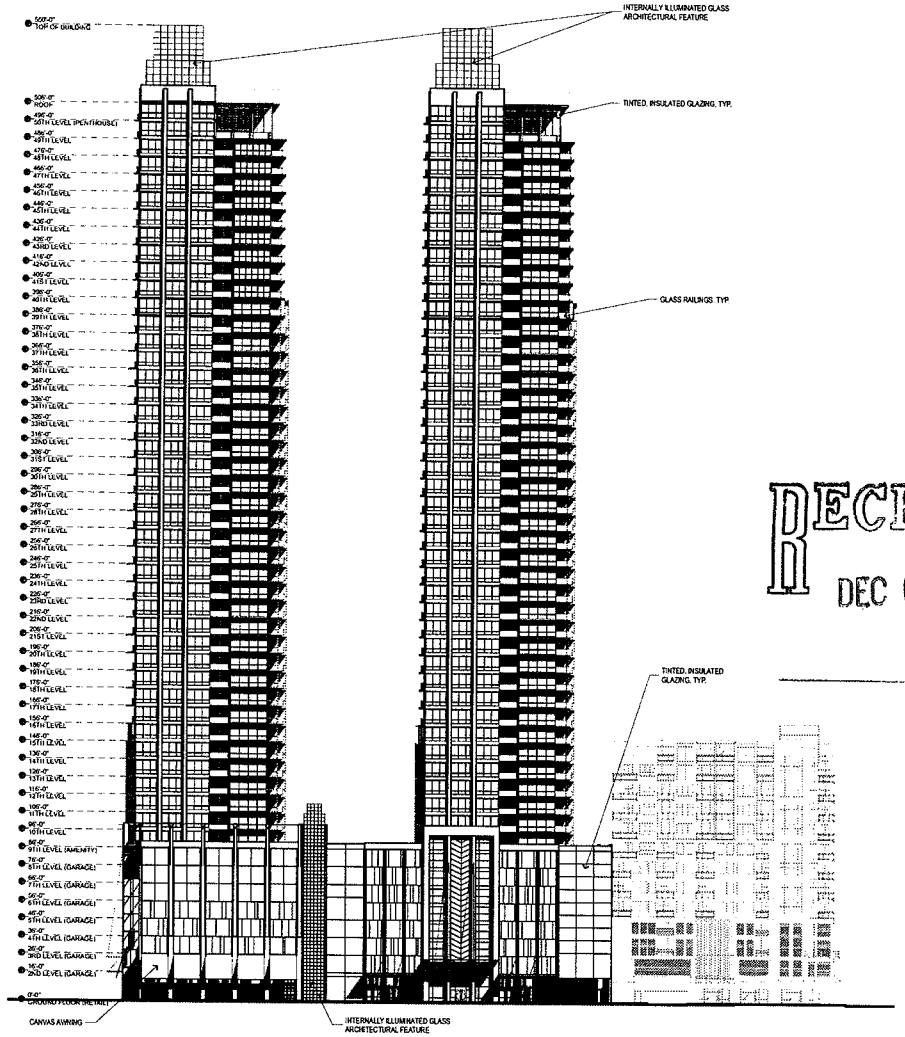


NORTH ELEVATION

1/32" = 1'-0"



WEST ELEVATION

1/32" = 1'-0"

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1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
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City of Las Vegas SDR Submittal	10.23.07
Revisions	11.01.07
Revisions	11.16.07

BUILDING ELEVATIONS

A200

07.118 Solterra Towers

EOT-36814

01-20-10 CC

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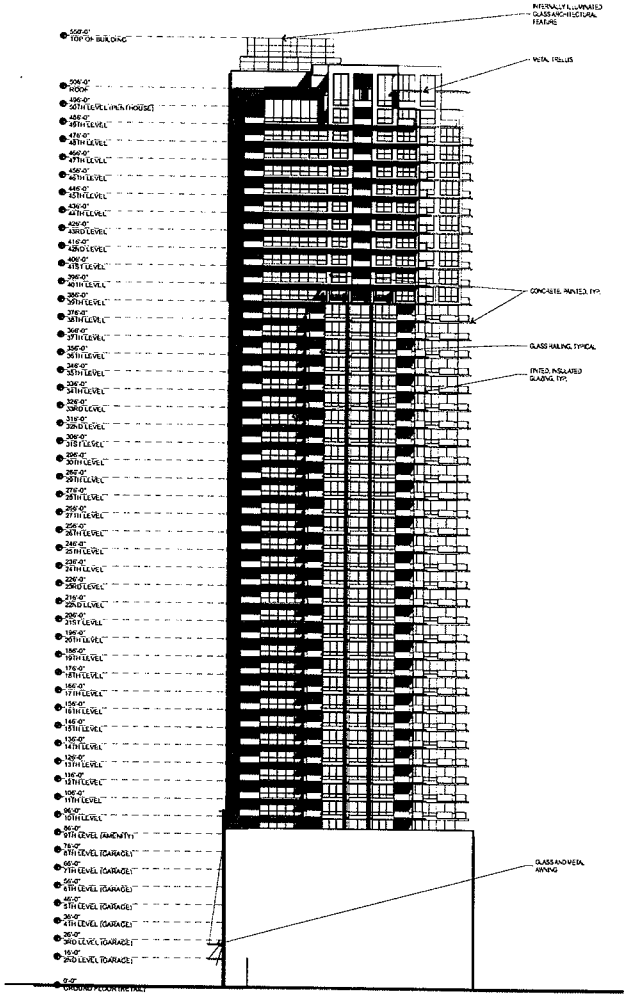
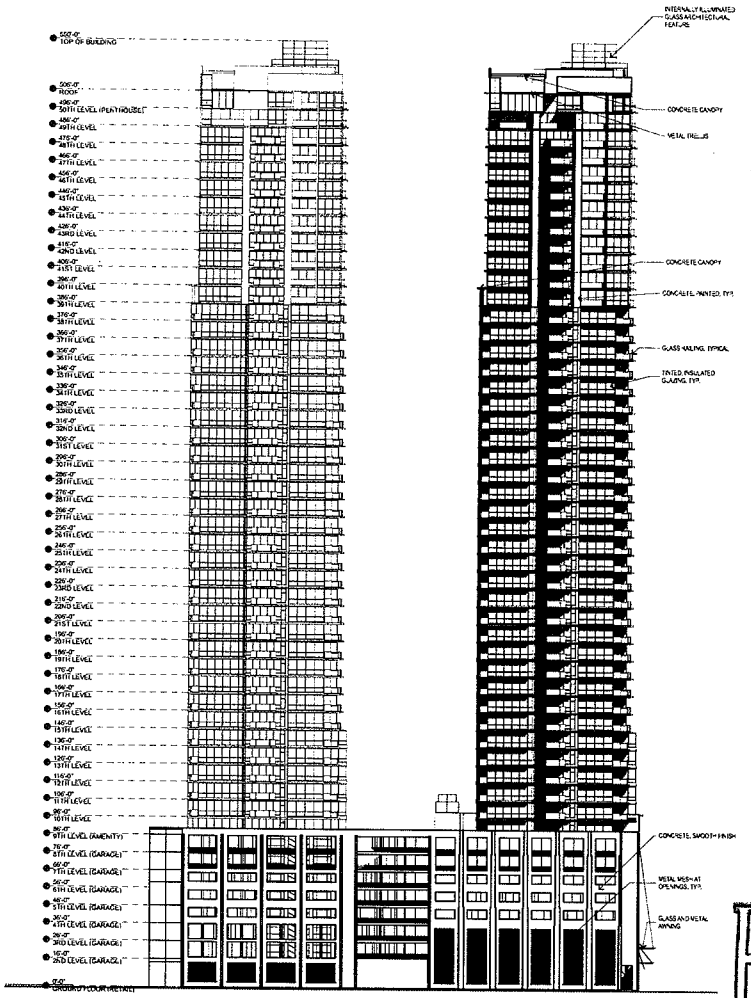


SOUTH ELEVATION

1/32" = 1'-0"



EAST ELEVATION

1/32" = 1'-0"

RECEIVED
DEC 01 2009

APTUS Architecture
1300 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1300
F 702.839.1213

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Gass Avenue and 1st Street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.23.07

BUILDING ELEVATIONS

A201

07.118 Solterra Towers

EOT-36814
01-20-10 CC

APTUSArchitecture

November 30, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-410-023, 024, 025 and 139-34-310-028

Re: Extension of Time for:
a. SDR – 25265
b. SUP – 25268
c. SUP – 25267

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. Current market conditions for residential developments indicate that an extension of time is warranted. This delay will allow other public and private projects in the area to develop and allow time for the residential values and financing to recover. We are requesting an extension of time for 2 years.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36814
01-20-10 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SUP-25268 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25267 AND SDR-25265

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/ Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Mixed-Use use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069), Special Use Permit (SUP-25267) and Site Development Plan Review (SDR-25265) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-36814
01-20-10 CC

5. 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: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

EOT-36814
01-20-10 CC

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

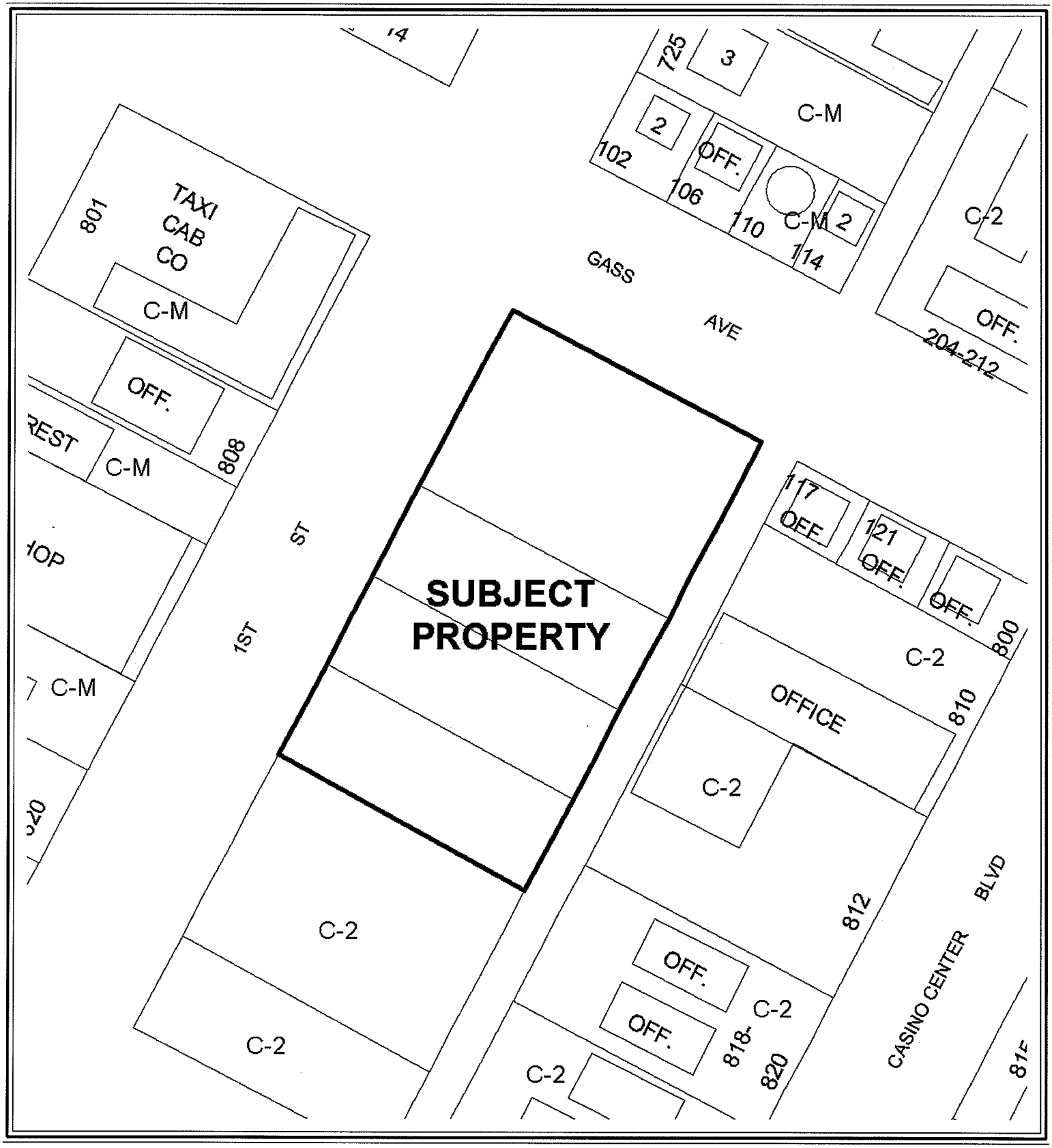
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36815 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25267) FOR A PROPOSED 550-FOOT TALL BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET on the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-25267

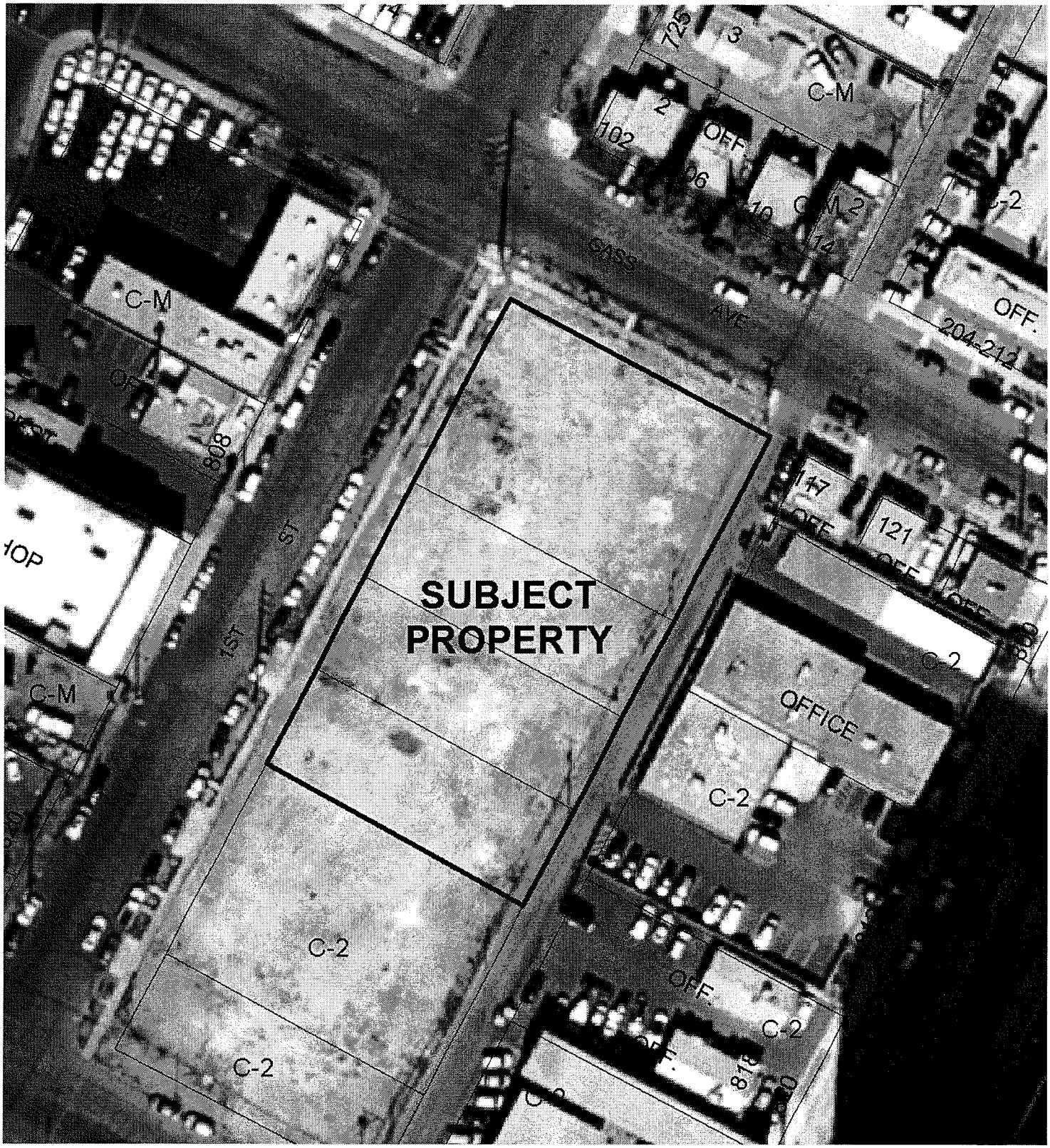


0 80 160 Feet

CASE: **EOT-36815**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **EOT-36815**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36815 – EXTENSION OF TIME – SPECIAL USE PERMIT -
APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-25267) shall expire on January 9, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-25267) 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-25267) for a proposed 550-foot tall building with the A-O (Airport Overlay) District where the height limitation is 200 feet for a mixed-use project. The applicant was issued a building permit (92409) on 06/22/07 for the demolition of all existing structures on the site, which was completed on 10/17/08, but no plans have been submitted for review nor have any building permits been issued for the proposed project. New entitlements have been approved for a mixed-use project to the south of the subject site. The applicant is requesting a two year extension of time as the project has not yet progressed to a stage to apply for building permits. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/04	The City council approved a request for Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
01/09/08	The City Council approved a request for a Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street between Hoover Avenue and Gass Avenue. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Special Use Permit (SUP-25070) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/09/08	The City Council approved a request for a Special Use Permit (SUP-25267) for a proposed 550-foot tall building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. The Planning Commission recommended approval on 12/06/07.
	The City Council approved a related request for a Special Use Permit (SUP-25268) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25265) for a proposed 50-story mixed-use development including 15,000 square feet of commercial space and 700 residential condominium units.
09/26/08	A Code Enforcement case (70125) was processed for trash and debris both inside and outside a fenced area at 101 Gass Avenue. Code Enforcement closed the case on 11/19/08.
Related Building Permits/Business Licenses	
06/22/07	A building permit (92409) was issued for the demolition of all buildings on site at 101 Gass Avenue. The permit was finalized on 10/17/08.
No business license 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	0.72

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped Land-Proposed Mixed Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
North	Offices	MXU (Mixed-Use)	C-M (Commercial/Industrial)
South	Warehouses	MXU (Mixed-Use)	C-M (Commercial/Industrial)
East	Offices and Apartments	MXU (Mixed-Use)	C-2 (General Commercial)
West	Retail Establishments, Restaurant, and Offices	MXU (Mixed-Use)	C-M (Commercial/Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		N*
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

*City Council approved a Special Use Permit (SUP-25267) that allowed the height of the building to be 550 feet tall.

ANALYSIS

This is the first request for an extension of time of a previously approved Special Use Permit (SUP-25267) for a 550-foot tall building with the A-O (Airport Overlay) District where the height limitation is 200 feet for a mixed-use project located along 1st Street between Gass Avenue and Hoover Avenue. No plans have been submitted for review nor have any building permits been issued for the proposed project.

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-25267) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. New entitlements have been approved for a mixed-use project to the south of the subject site. The applicant is requesting an extension of time as the project has not yet progressed to a stage to apply for building permits. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-25267) 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-36815 APN: 139-34-410-023 thru 025 and 139-34-310-028

Name of Property Owner: Solterra Holdings Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

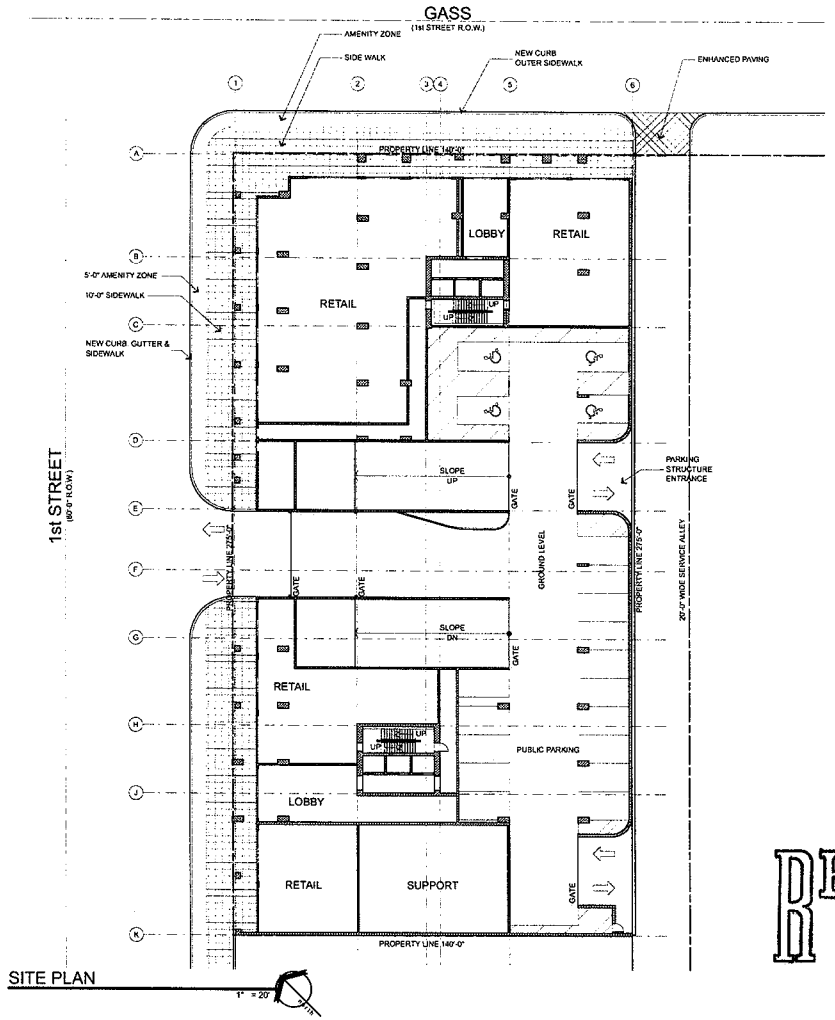
Subscribed and sworn before me

This 17 day of November, 2009

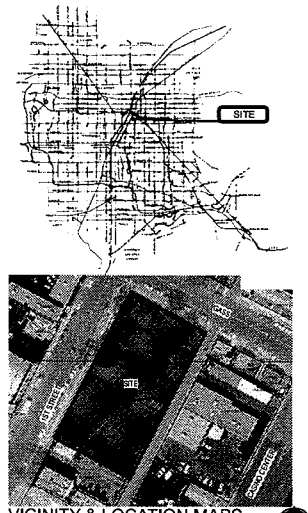
MLeetaert

Notary Public in and for said County and State

MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2



SITE PLAN



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-023, 024, 025 & 139-34-310-028 CITY OF LAS VEGAS - 89101
JURISDICTION	MXU
EXISTING GENERAL PLAN	C-M
EXISTING ZONING	C-2
PROPOSED ZONING	
SITE AREA	38,500 NSF 88 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

MAX HEIGHT	N/A (CENTENNIAL PLAN) 550'-0", 50 STORIES
ACTUAL HEIGHT	N/A
LOT COVERAGE ALLOWED	100%
ACTUAL LOT COVERAGE	

BUILDING QUANTITIES

BUILDING QUANTITIES	
COMMERCIAL SQUARE FOOTAGE	15,000 SF
CONDOMINIUM UNITS	700 UNITS

PARKING AREA

BUILDING AREA	PROVIDED PARKING
COMMERCIAL	15,000 SF @ 1:1000= 15
UNITS	700 UNITS @ 1:1 = 700

STANDARD PARKING SPACES PROVIDED	493
COMPACT PARKING SPACES PROVIDED (29 %)	207
HANDICAPPED SPACES PROVIDED	3 VAN, 12 STANDARD
TOTAL PARKING	715

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APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

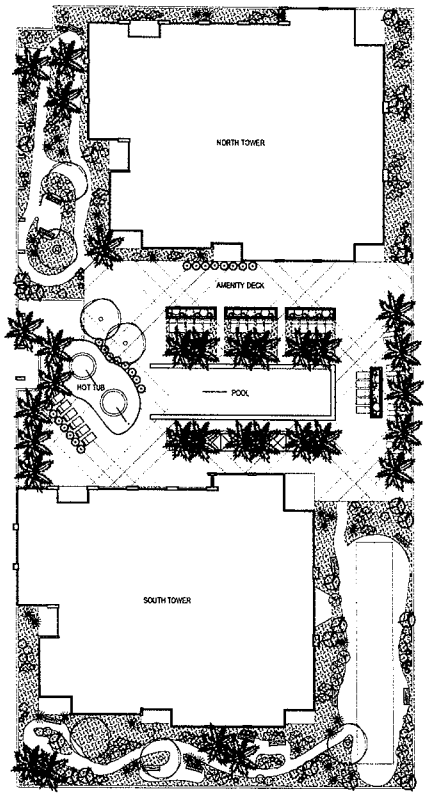
City of Las Vegas SDR Submittal	10.23.07
City of Las Vegas SDR Submittal (Rev)	11.16.07
City of Las Vegas SDR Submittal (Rev)	12.05.07

SITE PLAN

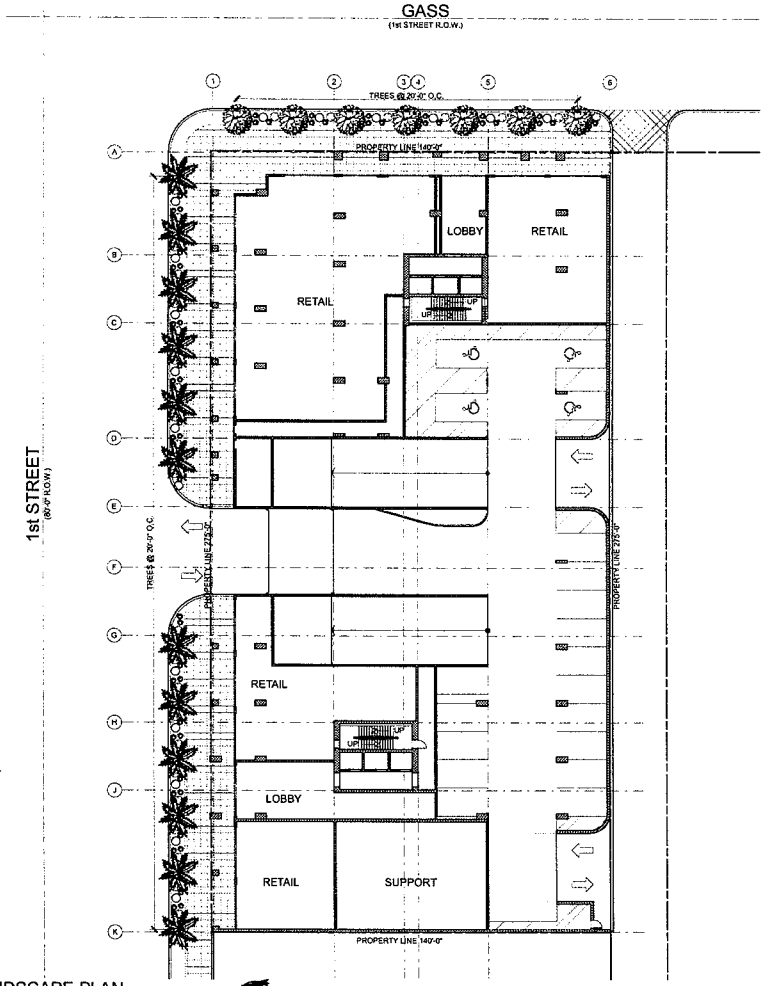
AS100

07.118 Solterra Towers

EOT-36815
01-20-10 CC



AMENITY DECK 1" = 20'



LANDSCAPE PLAN 1" = 20'

Landscape Schedule			
TREES			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	PALM	phoenix dactylifera	25' H
	SOUTHERN LIVE OAK	quercus	24" Box
	MODESTO ASH	fraxinus	24" Box
SHRUBS			
	BAJA FAIRY DUSTER	calliandra	5 gal
	DESERT HONEYSUCKLE	anisacanthus	5 gal
	RED BIRD OF PARADISE	caesalpinia	5 gal
	GREEN BUSH DAISY	euryops	15 gal
	MEXICAN BUSH SAGE	salvia leucantha	5 gal
GROUND COVER			
	DESERT CARPET	myoporum parvifolium	5 gal
	LANTANA	lantana	3 gal
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal
ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

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1300 South 4th Street
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F 702.879.1213

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal	10.23.07
City of Las Vegas SDR Submittal (Rev)	11.16.07
City of Las Vegas SDR Submittal (Rev)	12.05.07

PLANTING PLAN

L100

07.118 Solterra Towers

EOT-36815
01-20-10 CC

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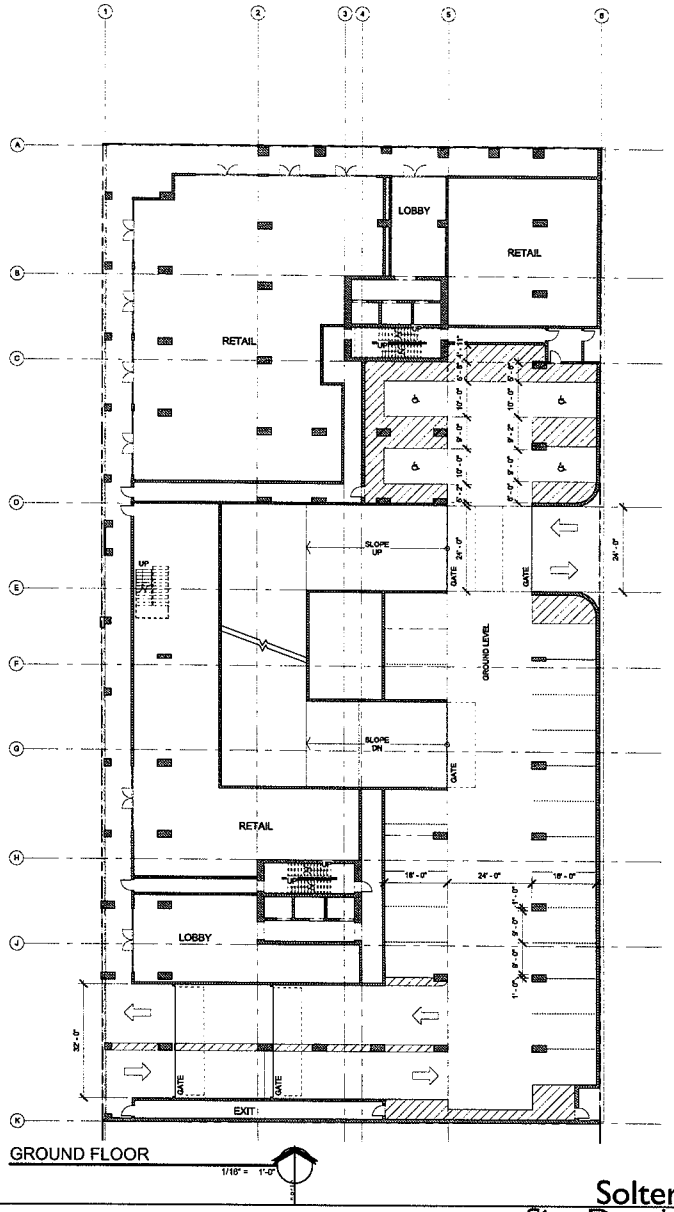
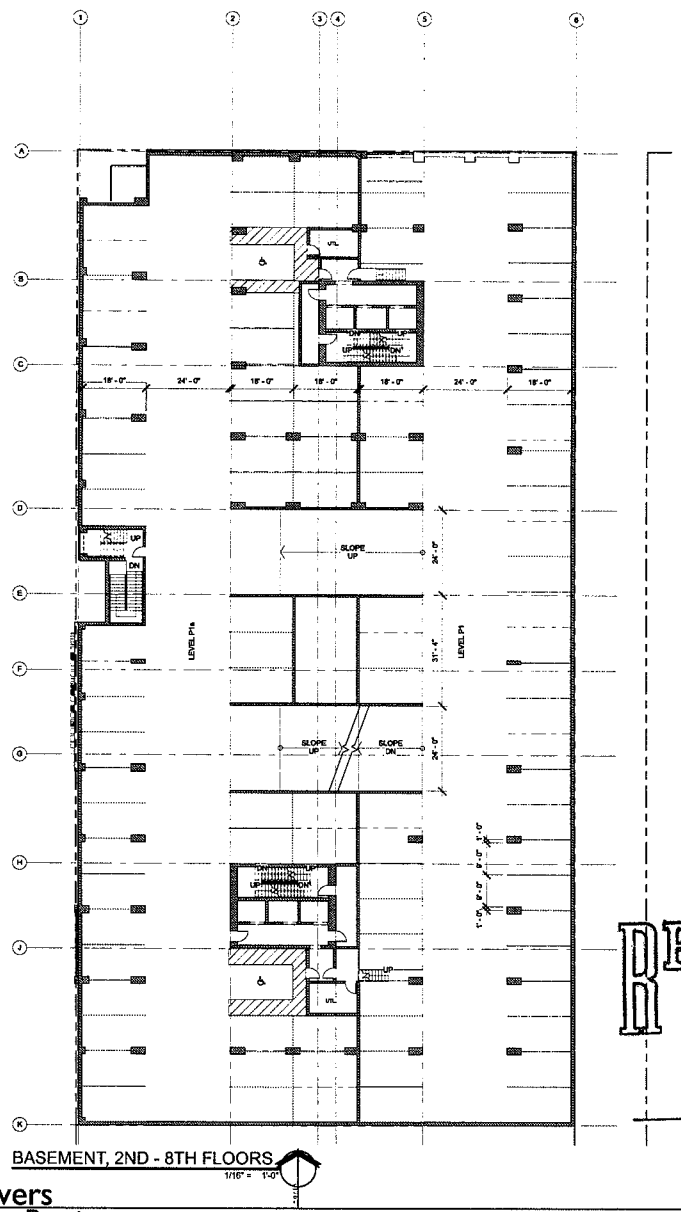


GROUND FLOOR

1/16" = 1'-0"



BASEMENT, 2ND - 8TH FLOORS

1/16" = 1'-0"

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City of Las Vegas SDR Submittal 10.23.07
Revisions 11.16.07

BASEMENT THRU 8TH FLOORS

A100

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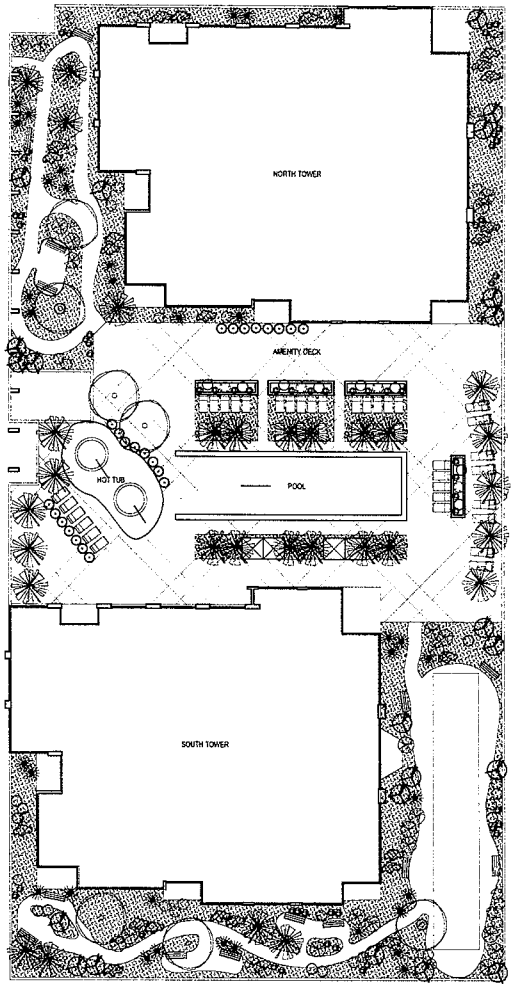
EOT-36815
01-20-10 CC



AMENITY DECK - 9TH FLOOR
1/16" = 1'-0"

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9TH FLOOR
AMENITY DECK

A101

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01-20-10 CC

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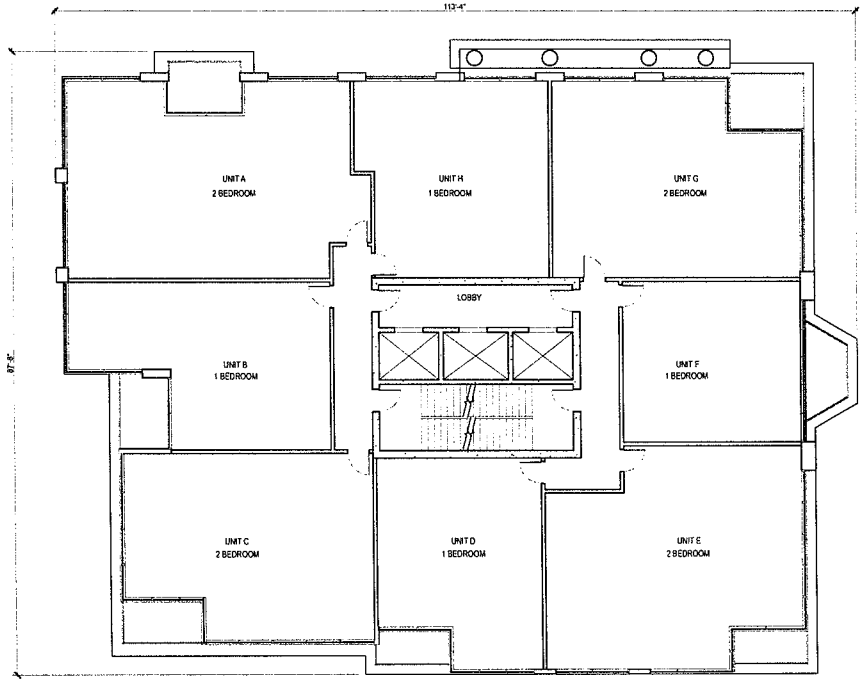
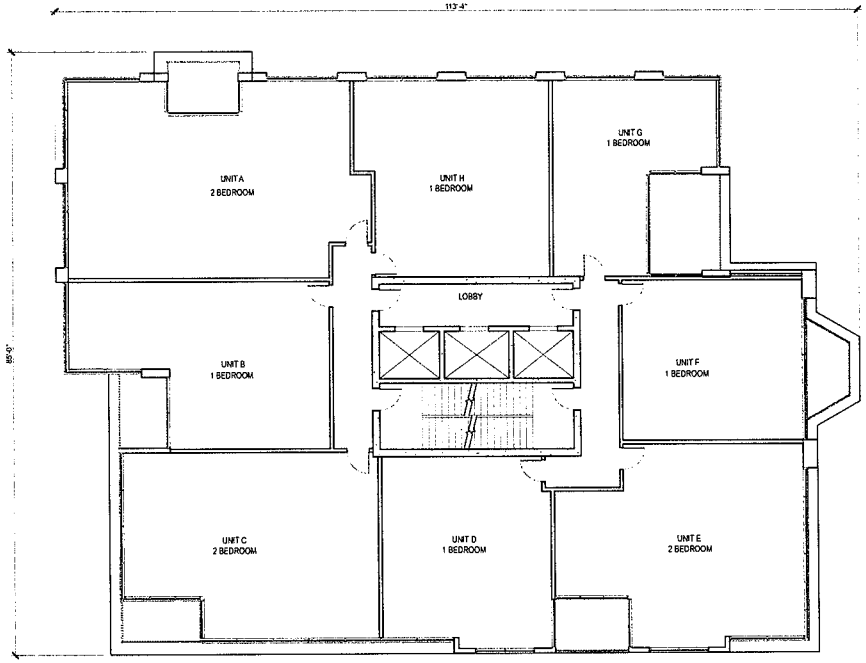


TYPICAL FLOORPLATE 9-30
1/8" = 1'-0"



TYPICAL FLOORPLATE 31-50
1/8" = 1'-0"

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TYPICAL
FLOORPLATES
FLOORS 9-50

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City of Las Vegas SDR Submittal (REV) 11.16.07

A102

07.118 Solterra Towers

EOT-36815

01-20-10 CC

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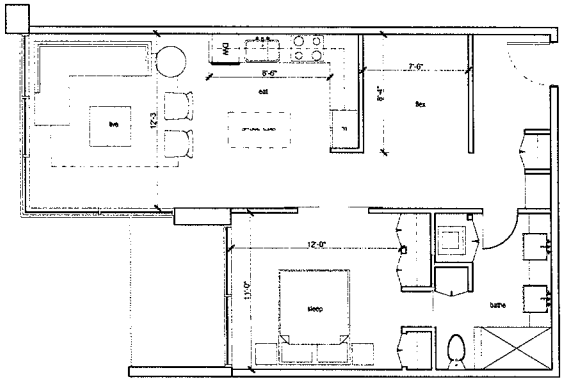
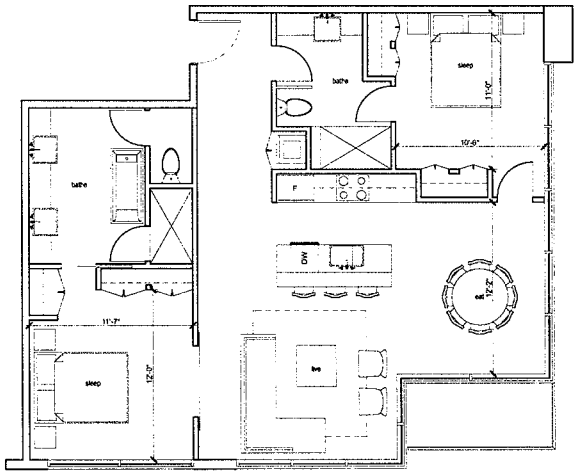


TYPICAL 1 BEDROOM
1/4" = 1'-0"



TYPICAL 2 BEDROOM
1/4" = 1'-0"

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TYPICAL UNIT PLANS

A110

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Revisions 11.16.07

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01-20-10 CC

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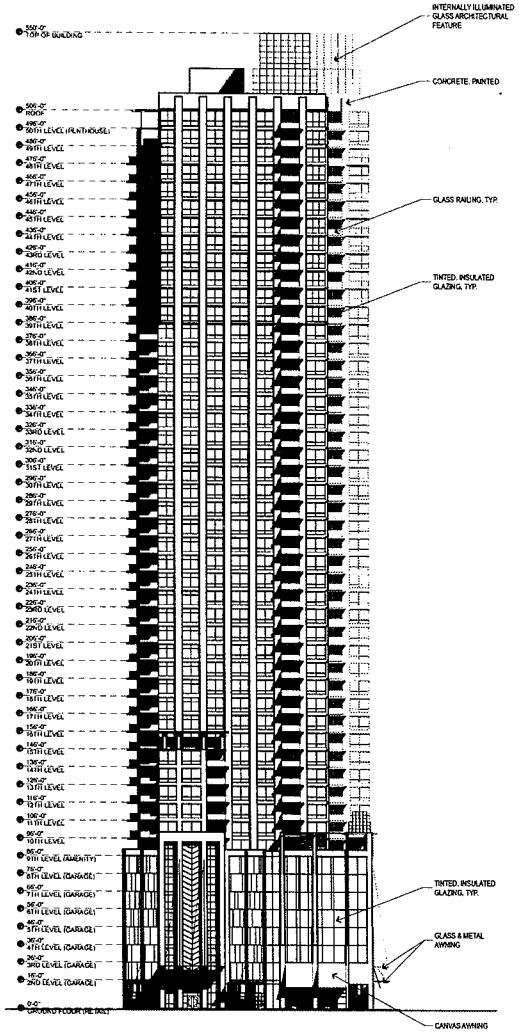
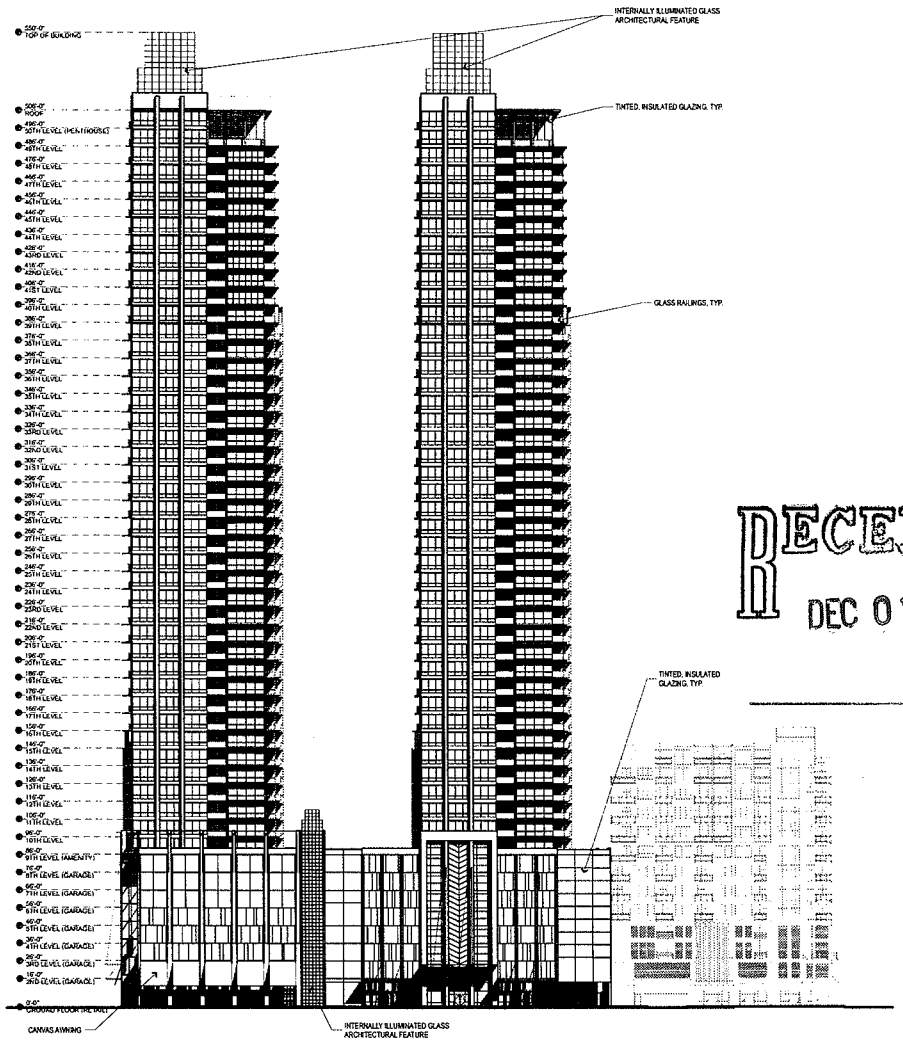


NORTH ELEVATION

1/32" = 1'-0"



WEST ELEVATION

1/32" = 1'-0"

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BUILDING ELEVATIONS

A200

07.118 Solterra Towers

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City of Las Vegas SDR Submittal	10.23.07
Revisions	11.01.07
Revisions	11.16.07

EOT-36815
01-20-10 CC

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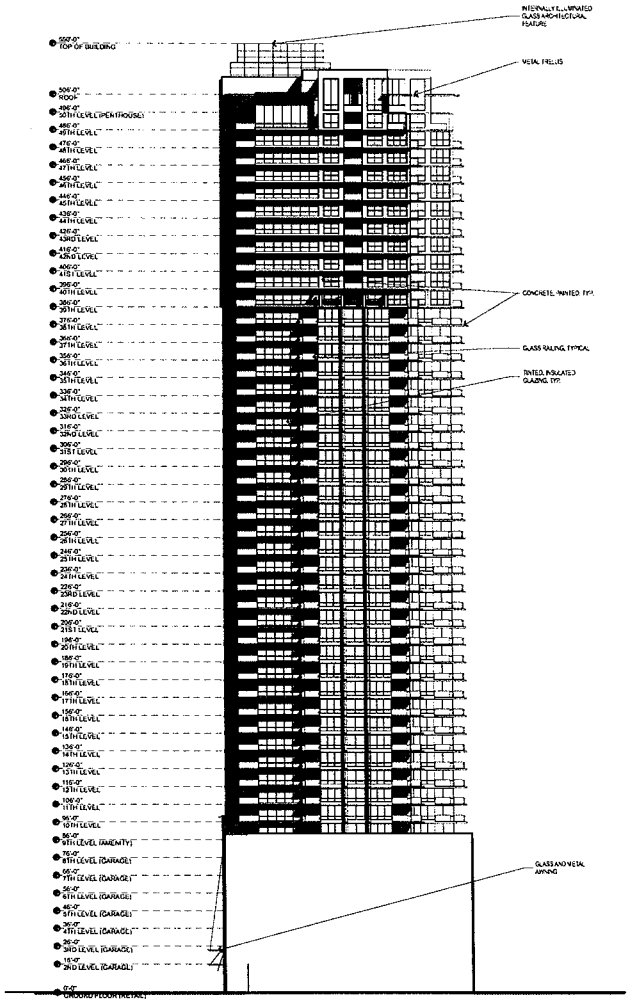
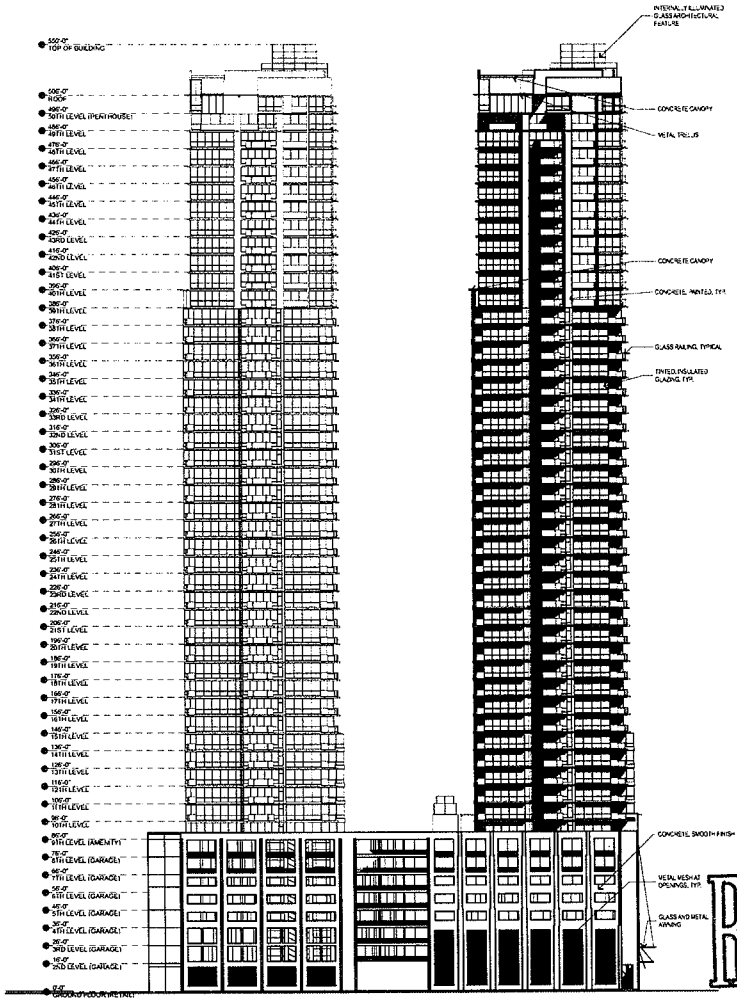


SOUTH ELEVATION

1/32" = 1'-0"



EAST ELEVATION

1/32" = 1'-0"

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BUILDING ELEVATIONS

A201

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01-20-10 CC

F:\07.118 1st Street Towers - Solterra\DWGS\07.118 Tower Design\ 10/23/2007 1:03 PM kevin

APTUSArchitecture

November 30, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-410-023, 024, 025 and 139-34-310-028

Re: Extension of Time for:
a. SDR – 25265
b. SUP – 25268
c. SUP – 25267

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. Current market conditions for residential developments indicate that an extension of time is warranted. This delay will allow other public and private projects in the area to develop and allow time for the residential values and financing to recover. We are requesting an extension of time for 2 years.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

EOT-36815
01-20-10 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SUP-25267 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25268 AND SDR-25265

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED 550-FOOT BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET on the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under Title 19.06.080 for a project in the A-O (Airport Overlay) District.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069), Special Use Permit (SUP-25267) and Site Development Plan Review (SDR-25265) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-36815
01-20-10 CC

5. 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: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

EOT-36815
01-20-10 CC

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

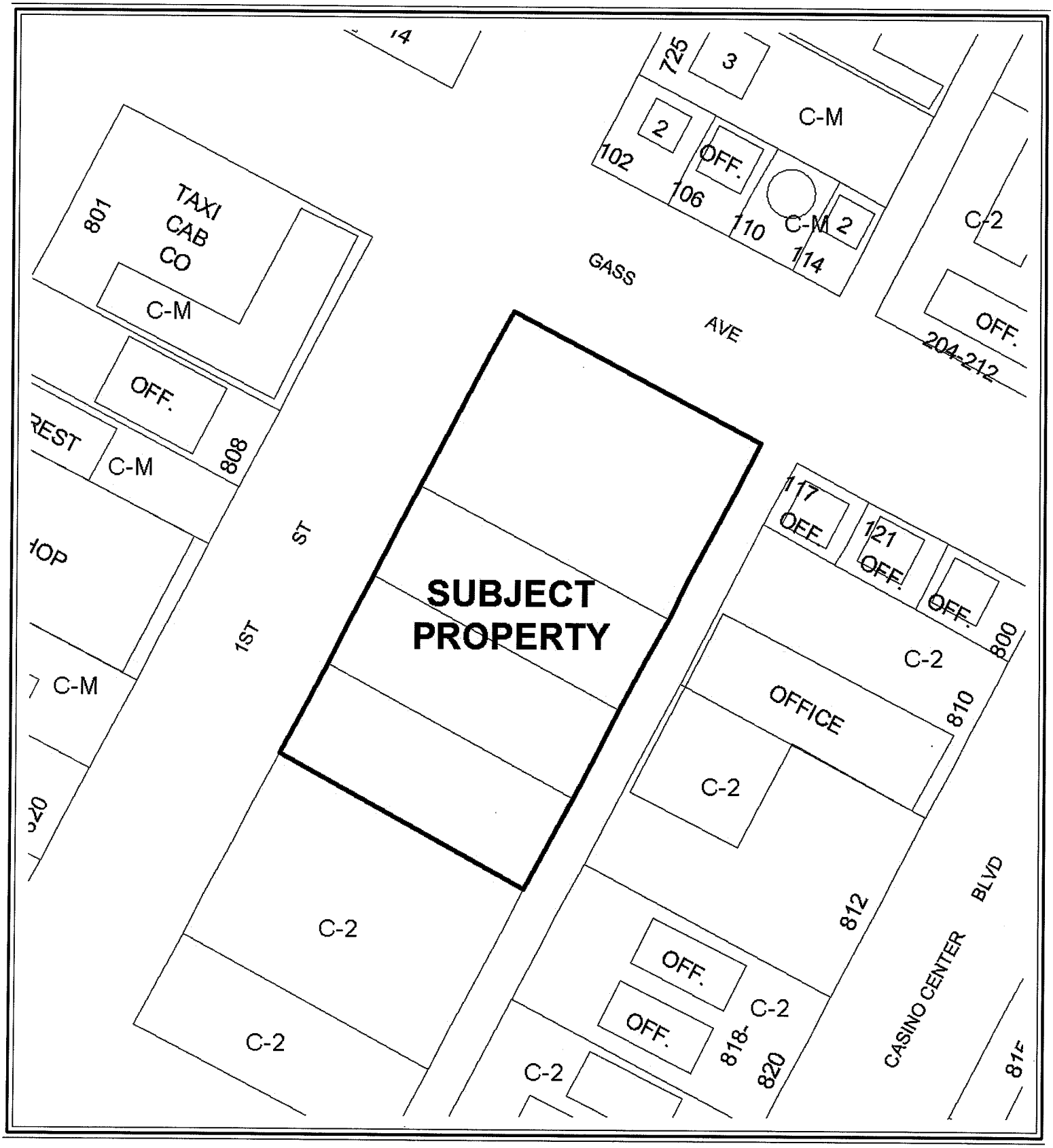
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-36816 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS on 0.72 acres at the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

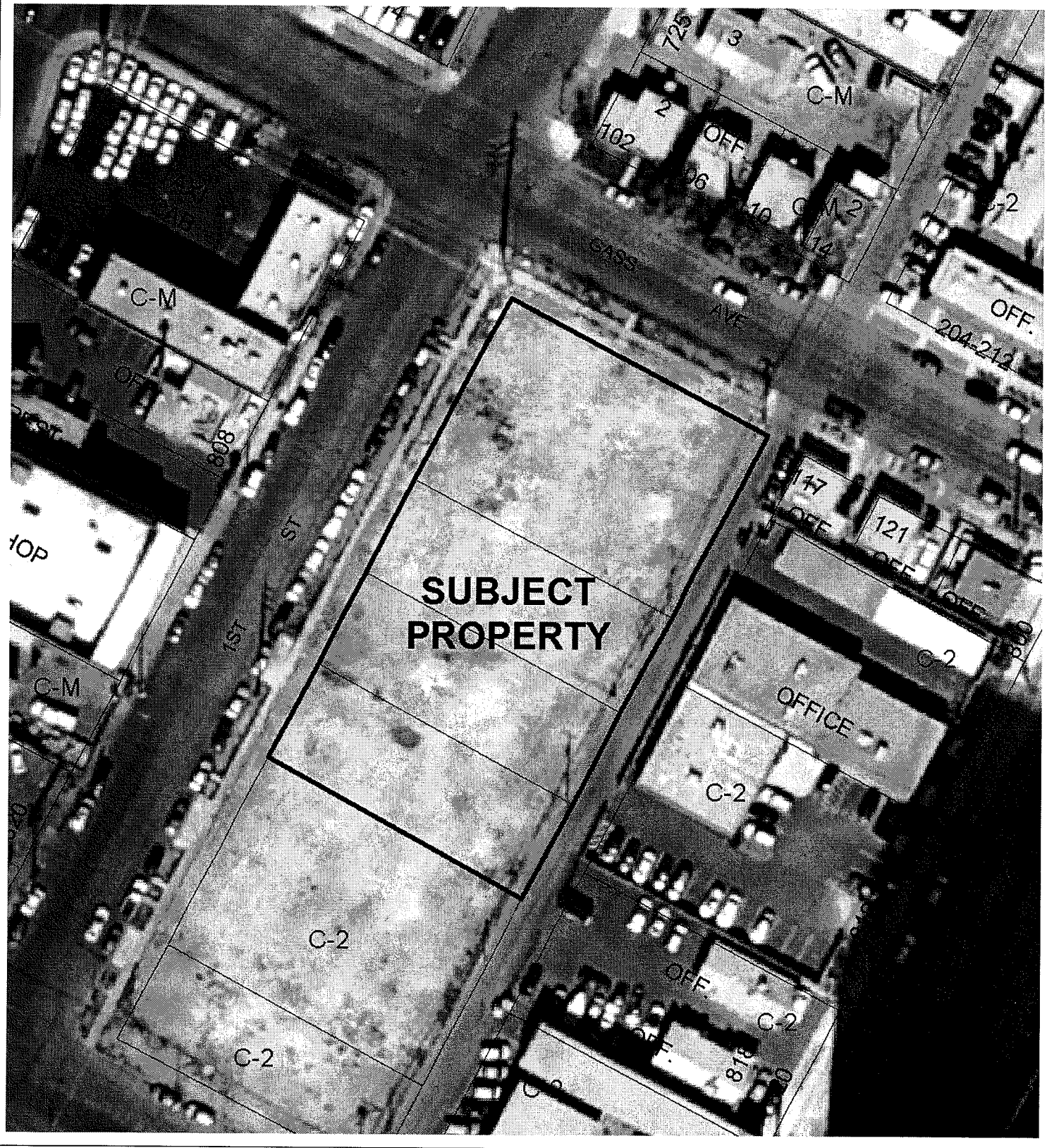
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-25265



CASE: **EOT-36816**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **EOT-36816**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36816 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Site Development Plan Review (SDR-25265) shall expire on January 9, 2012 unless another extension of time is approved by City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25265) 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 Site Development Plan Review (SDR-25265) for a proposed 50-story mixed-use development including 15,000 square feet of commercial space and 700 residential condominium units. The applicant was issued a building permit (92409) on 06/22/07 for the demolition of all existing structures on the site, which was completed on 10/17/08. No plans have been submitted for review nor have any building permits been issued for the proposed project. The applicant is requesting a two year extension of time as the project has not yet progressed to a stage to apply for building permits. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/04	The City council approved a request for Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
01/09/08	The City Council approved a request for a Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street between Hoover Avenue and Gass Avenue. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Special Use Permit (SUP-25070) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/09/08	The City Council approved a request for a Special Use Permit (SUP-25267) for a proposed 550-foot tall building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. The Planning Commission recommended approval on 12/06/07.
	The City Council approved a related request for a Special Use Permit (SUP-25268) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-25265) for a proposed 50-story mixed-use development including 15,000 square feet of commercial space and 700 residential condominium units.
09/26/08	A Code Enforcement case (70125) was processed for trash and debris both inside and outside a fenced area at 101 Gass Avenue. Code Enforcement closed the case on 11/19/08.
Related Building Permits/Business Licenses	
06/22/07	A building permit (92409) was issued for the demolition of all buildings on site at 101 Gass Avenue. The permit was finalized on 10/17/08.
No 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	0.72

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Mixed Use Development	MXU (Mixed-Use)	C-2 (General Commercial)
North	Offices	MXU (Mixed-Use)	C-M (Commercial/Industrial)
South	Warehouses	MXU (Mixed-Use)	C-M (Commercial/Industrial)
East	Offices and Apartments	MXU (Mixed-Use)	C-2 (General Commercial)
West	Retail Establishments, Restaurant, and Offices	MXU (Mixed-Use)	C-M (Commercial/Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		N*
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

*City Council approved a Special Use Permit (SUP-25267) that allowed the height of the building to be 550 feet tall.

ANALYSIS

This is the first request for an extension of time of a previously approved Site Development Plan Review (SDR-25265) for a proposed 50-story mixed-use development including 15,000 square feet of commercial space and 700 residential condominium units. No plans have been submitted for review nor have any building permits been issued for the proposed project.

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-25265) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement. There have been new entitlements received for a mixed-use development to the south of the subject site. The applicant is requesting an extension of time as the project has not yet progressed to a stage to apply for building permits. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25265) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT

SENATE DISTRICT

NOTICES MAILED

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-36816** APN: 139-34-410-023 thru 025 and 139-34-310-028

Name of Property Owner: Solterra Holdings Nevada LLC

Name of Applicant: Solterra Holdings Nevada, LLC

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

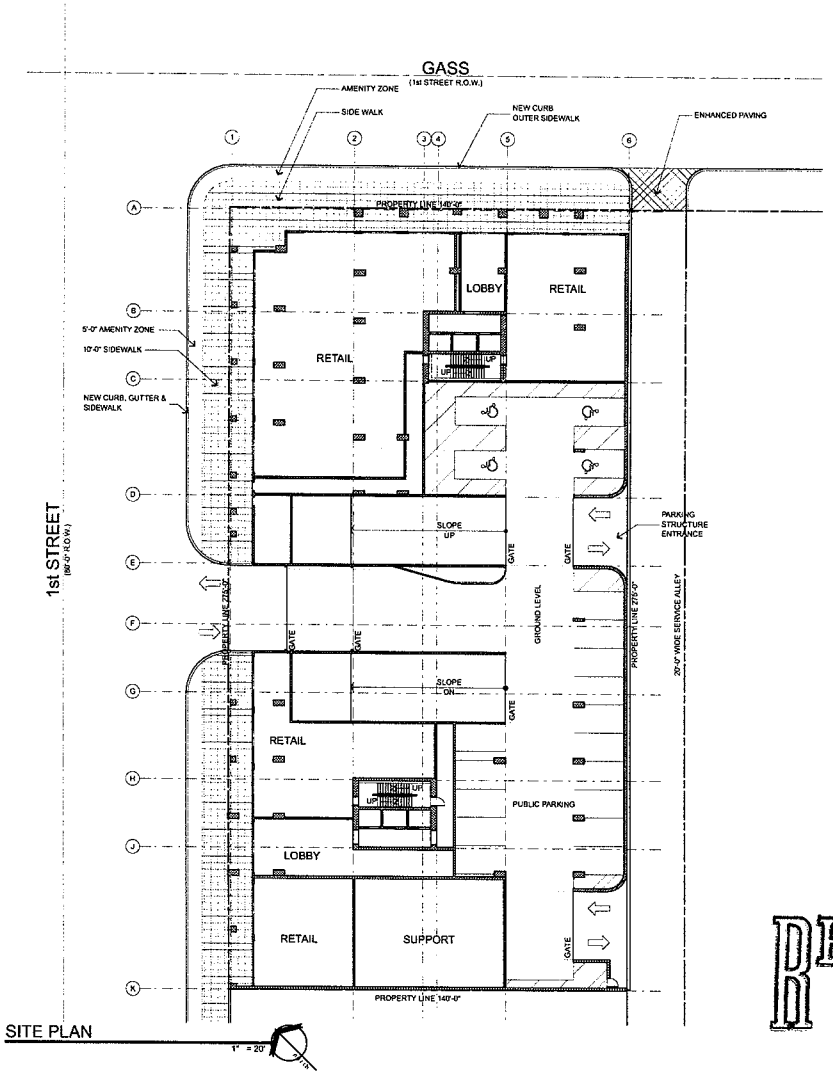
Subscribed and sworn before me

This 17 day of November, 2009

M Teetaert

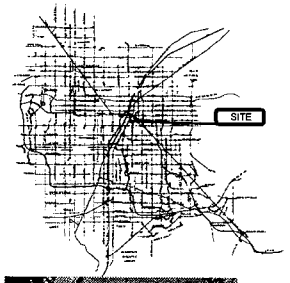
Notary Public in and for said County and State

MELANIE L. TEETAERT
LAWYER
HUNGERFORD TOMYN LAWRENSON AND NICHOLS
1100 - 925 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6C 3L2



SITE PLAN

1" = 20'



VICINITY & LOCATION MAPS

NORTH

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-023, 024, 025 & 139-34-510-028
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN	MXU
EXISTING ZONING	C-M
PROPOSED ZONING	C-2
SITE AREA	38,500 NSF .88 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

MAX HEIGHT	N/A (CENTENNIAL PLAN) 550'-0", 50 STORIES
ACTUAL HEIGHT	
LOT COVERAGE ALLOWED	N/A
ACTUAL LOT COVERAGE	100%

BUILDING QUANTITIES

BUILDING QUANTITIES	
COMMERCIAL SQUARE FOOTAGE	15,000 SF
CONDOMINIUM UNITS	700 UNITS

PARKING AREA

BUILDING AREA	PROVIDED PARKING
COMMERCIAL	15,000 SF @ 1:100= 15
UNITS	700 UNITS @ 1:1 = 700
STANDARD PARKING SPACES PROVIDED	493
COMPACT PARKING SPACES PROVIDED (29 %)	207
HANDICAPPED SPACES PROVIDED	3 VAN, 12 STANDARD
TOTAL PARKING	715

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DEC 01 2009

APTUS Architecture
1200 South 4th Street
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Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
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City of Las Vegas SDR Submittal	10.23.07
City of Las Vegas SDR Submittal (Rev)	11.16.07
City of Las Vegas SDR Submittal (Rev)	12.05.07

SITE PLAN

AS100

07.118 Solterra Towers

EOT-36816
01-20-10 CC

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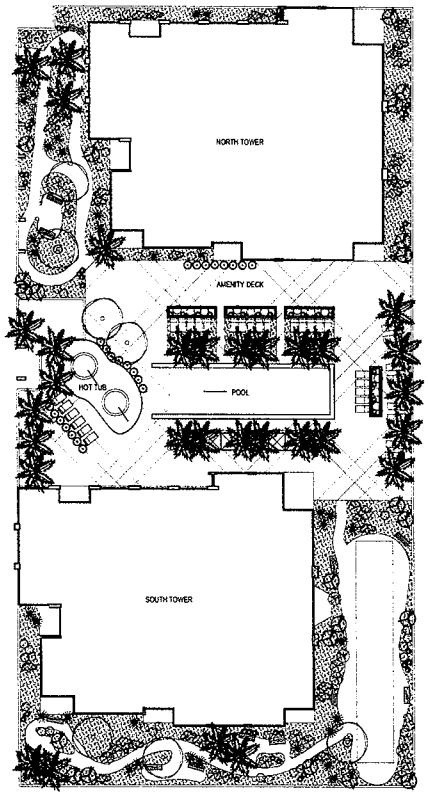
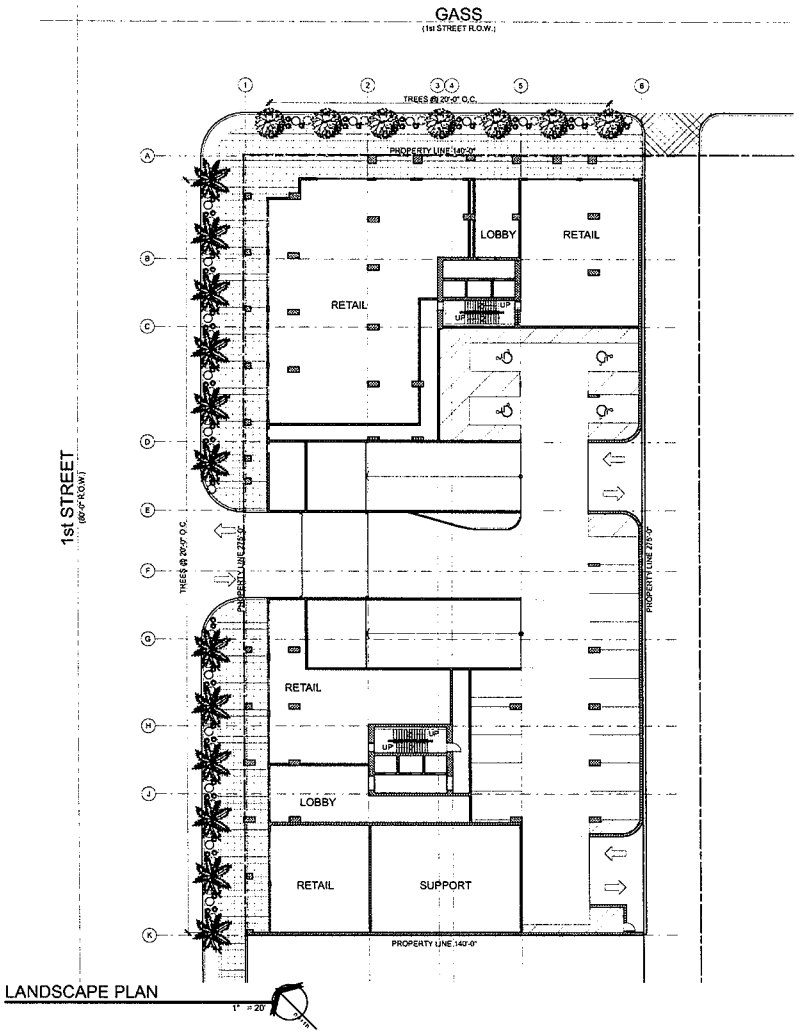


AMENITY DECK 1" = 20'



LANDSCAPE PLAN 1" = 20'

Landscape Schedule			
TREES			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	PALM	phoenix dactylifera	25' H
	SOUTHERN LIVE OAK	quercus	24" Box
	MODESTO ASH	fraxinus	24" Box
SHRUBS			
	BAJA FAIRY DUSTER	calliandra	5 gal
	DESERT HONEYSUCKLE	anisacanthus	5 gal
	RED BIRD OF PARADISE	caesalpinia	5 gal
	GREEN BUSH DAISY	euryops	15 gal
	MEXICAN BUSH SAGE	salvia leucantha	5 gal
GROUND COVER			
	DESERT CARPET	myoporum parvifolium	5 gal
	LANTANA	lantana	3 gal
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal
ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

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Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.23.07
City of Las Vegas SDR Submittal (Rev) 11.16.07
City of Las Vegas SDR Submittal (Rev) 12.05.07

PLANTING PLAN
L100

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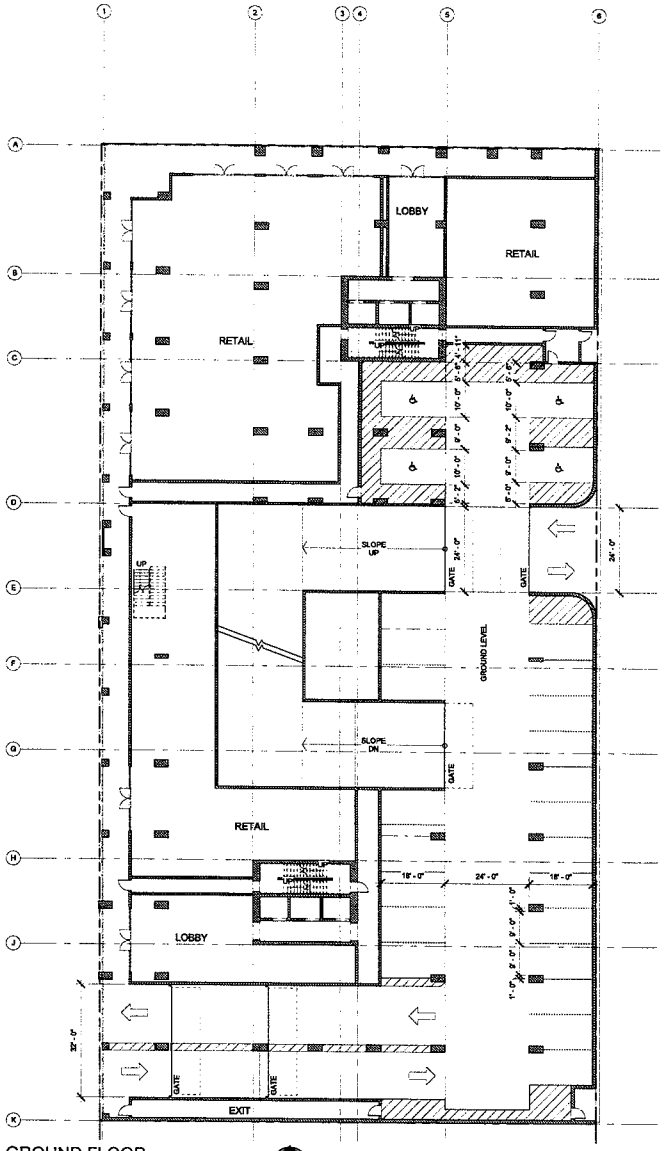
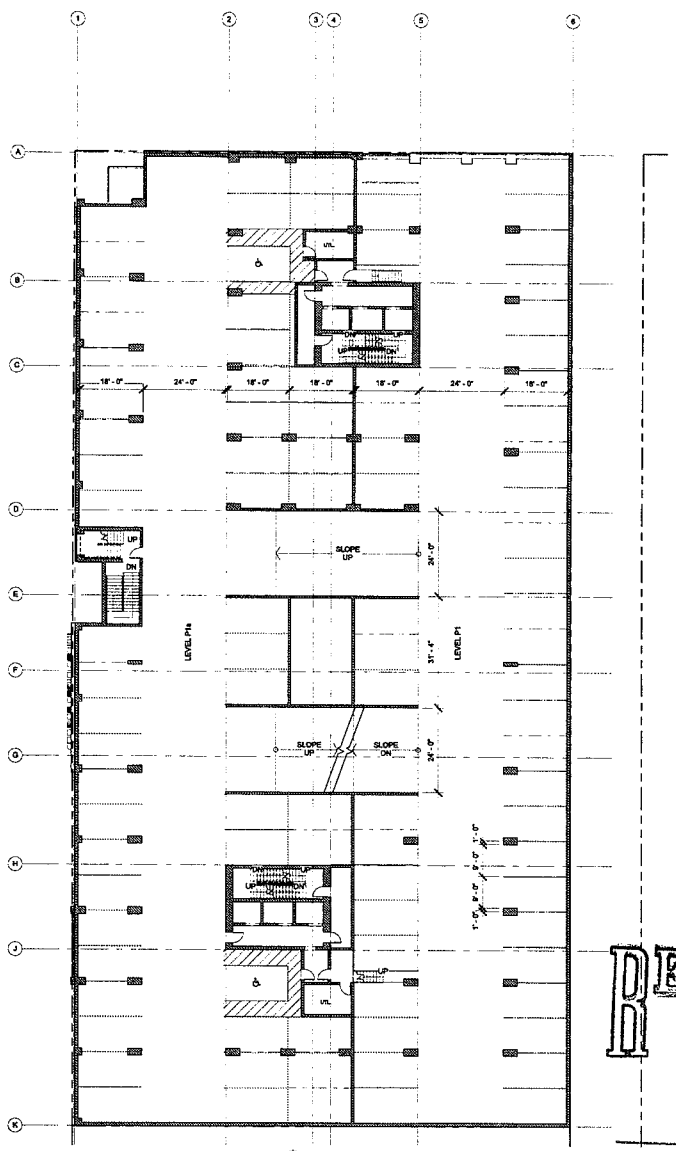


GROUND FLOOR

1/16" = 1'-0"



BASEMENT, 2ND - 8TH FLOORS

1/16" = 1'-0"

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Revisions	11.16.07

BASEMENT THRU 8TH FLOORS

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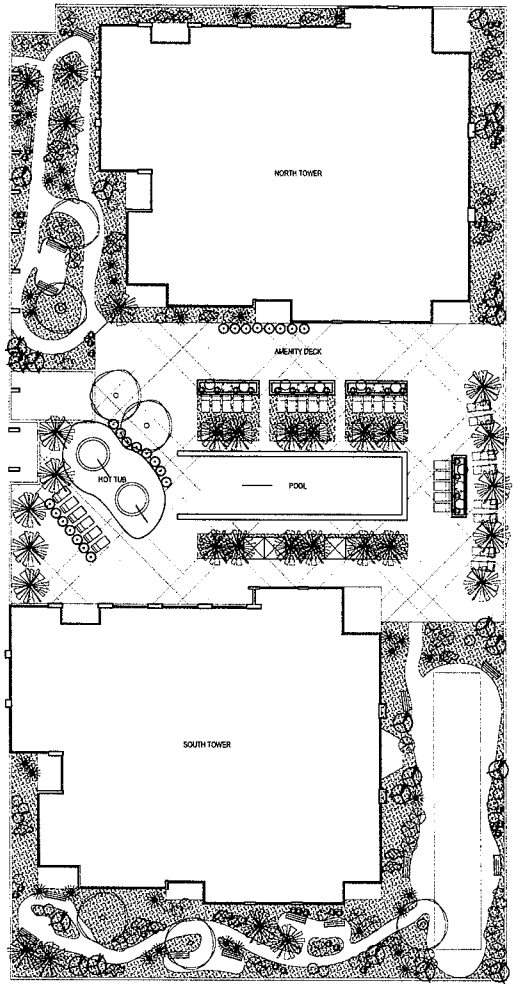

AMENITY DECK - 9TH FLOOR
1/16" = 1'-0"

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9TH FLOOR
AMENITY DECK

A101

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01-20-10 CC

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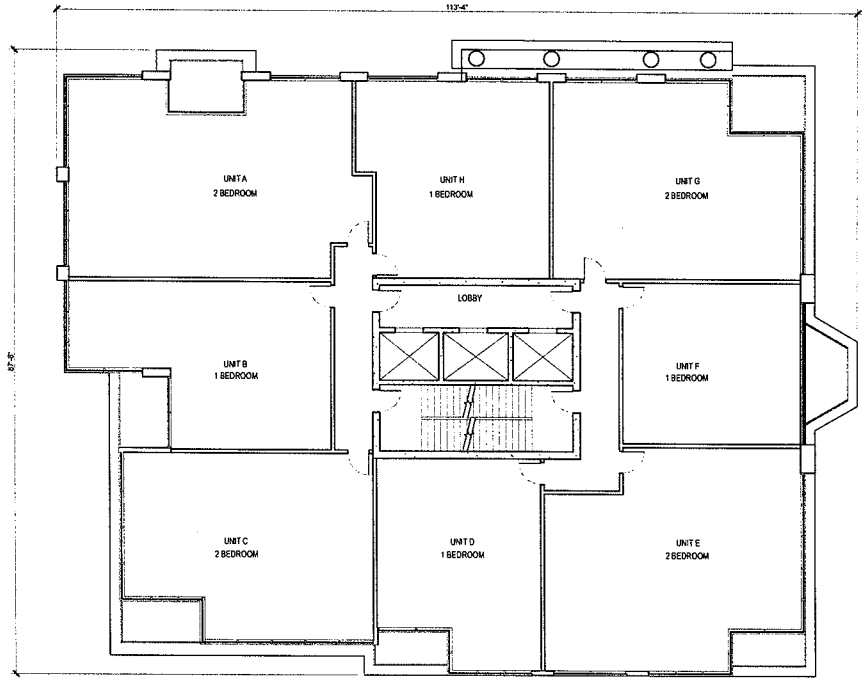
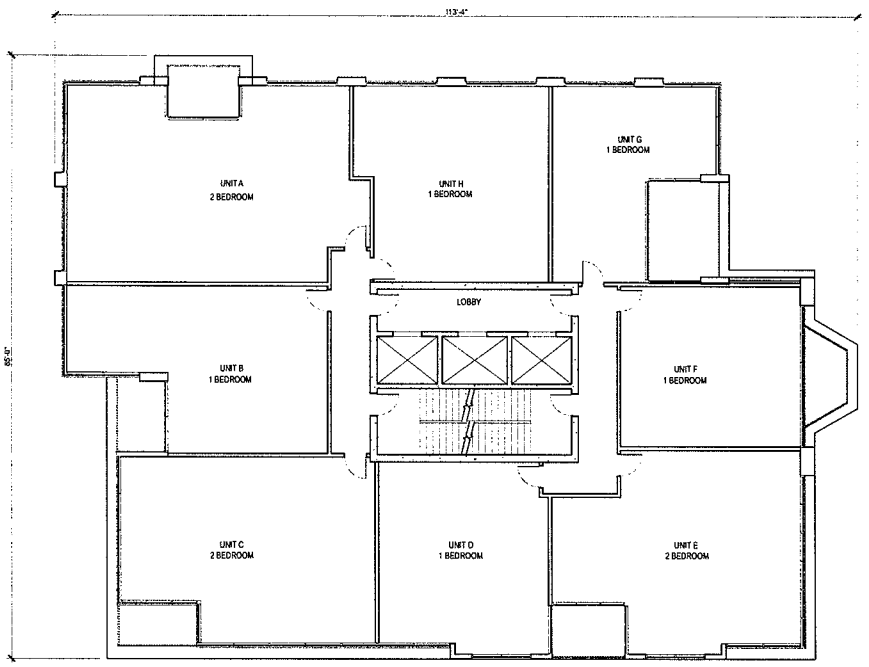


TYPICAL FLOORPLATE 9-30
1/8" = 1'-0"



TYPICAL FLOORPLATE 31-50
1/8" = 1'-0"

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TYPICAL
FLOORPLATES
FLOORS 9-50

A102

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City of Las Vegas SDR Submittal (REV) 11.16.07

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01-20-10 CC

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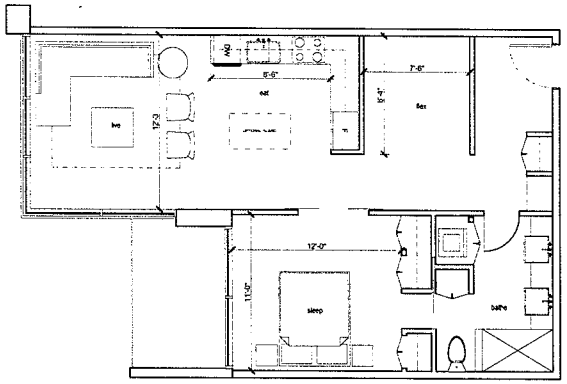
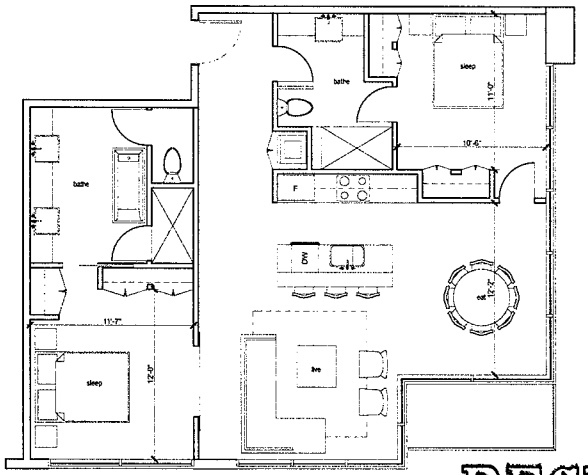


TYPICAL 1 BEDROOM
1/4" = 1'-0"



TYPICAL 2 BEDROOM
1/4" = 1'-0"

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~~TYPICAL~~ UNIT PLANS

A110

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Revisions 11.16.07

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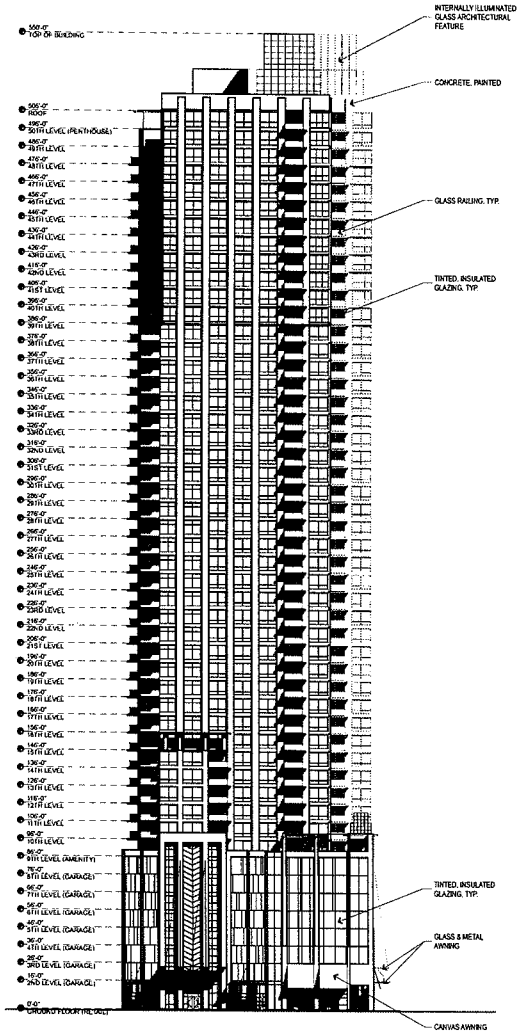
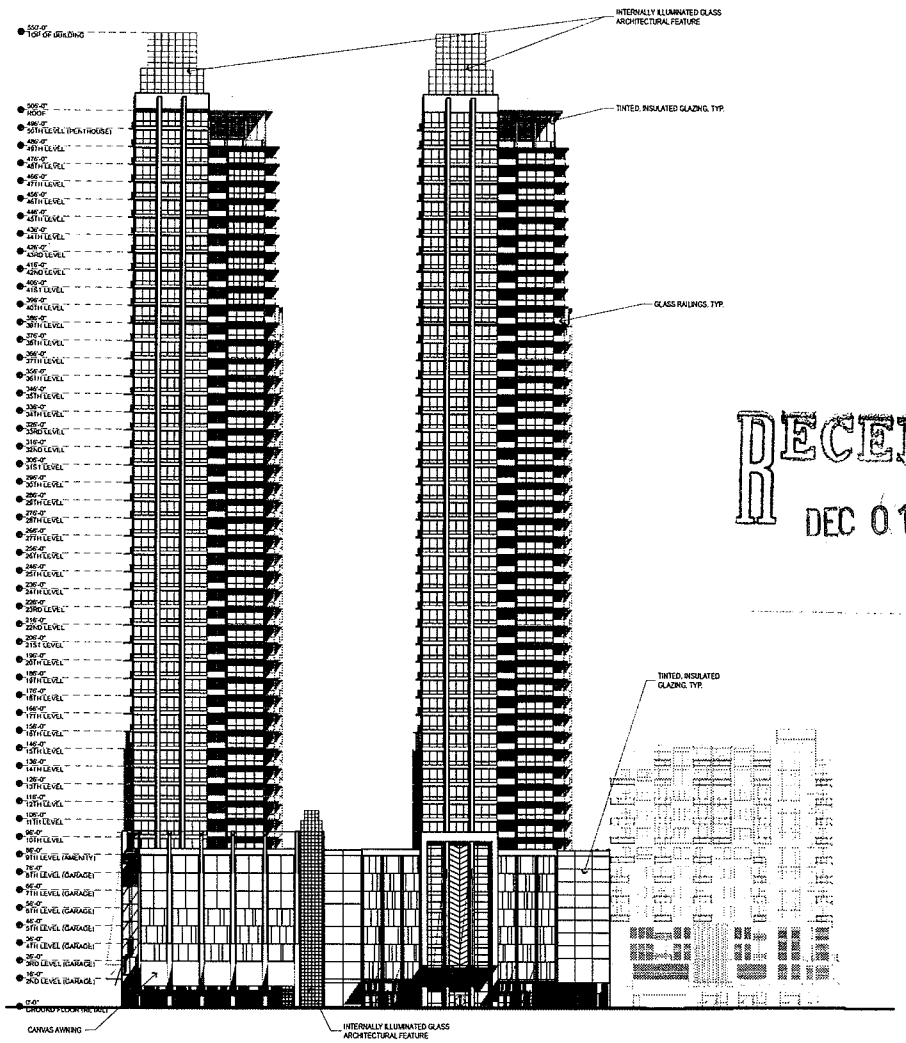


NORTH ELEVATION

1/32" = 1'-0"



WEST ELEVATION

1/32" = 1'-0"

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City of Las Vegas SDR Submittal	10.23.07
Revisions	11.01.07
Revisions	11.16.07

BUILDING ELEVATIONS

A200

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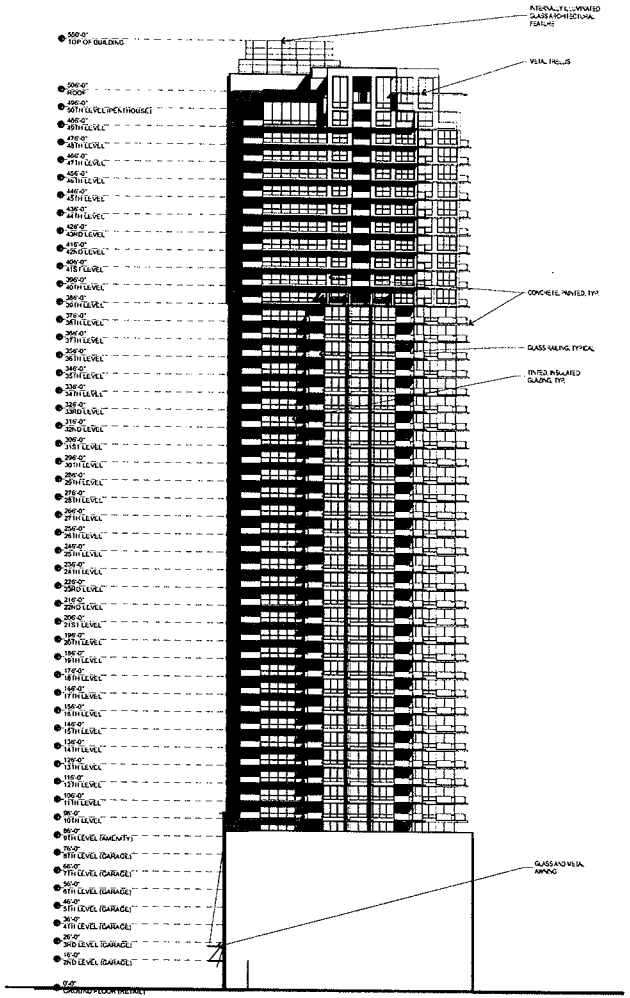
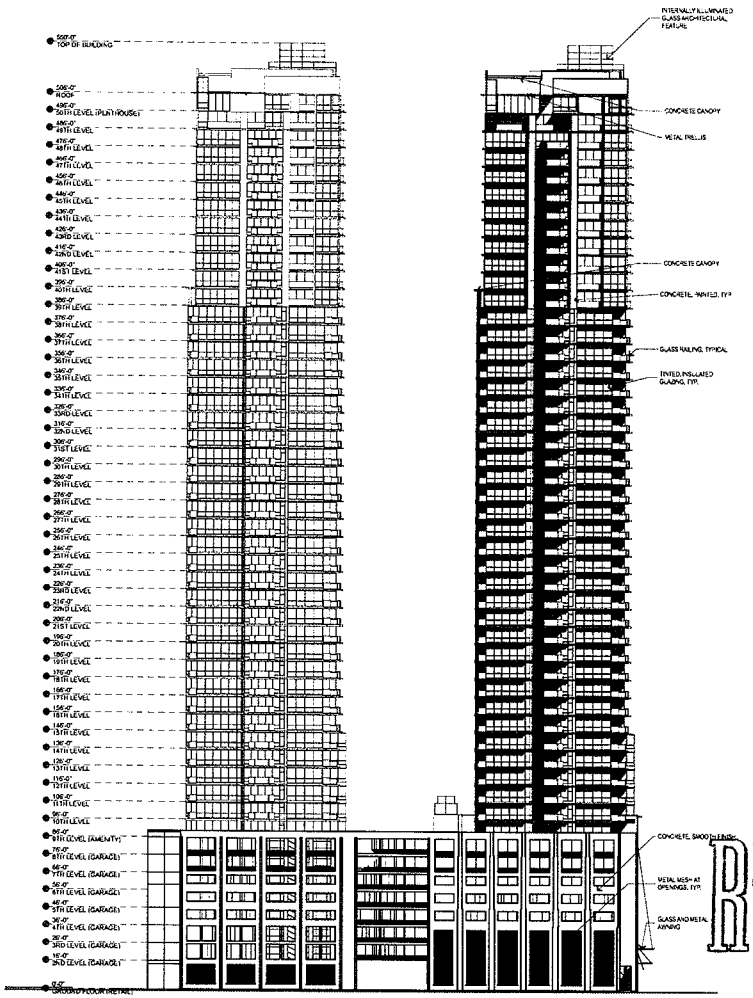


SOUTH ELEVATION

1/32" = 1'-0"



EAST ELEVATION

1/32" = 1'-0"

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Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 10.23.07

BUILDING ELEVATIONS

A201

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APTUS Architecture

November 30, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-410-023, 024, 025 and 139-34-310-028

Re: Extension of Time for:
a. SDR – 25265
b. SUP – 25268
c. SUP – 25267

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. Current market conditions for residential developments indicate that an extension of time is warranted. This delay will allow other public and private projects in the area to develop and allow time for the residential values and financing to recover. We are requesting an extension of time for 2 years.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

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01-20-10 CC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

LAS VEGAS CITY COUNCIL

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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

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SDR-25265 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25267 AND SUP-25268

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS on 0.72 acres at the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Special Use Permits (SUP-25267 and SUP-25268) 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. The existing chain link construction fence must be brought into conformance with the Construction Standards outlined in Subsection VII.C.8 of the Downtown Centennial Plan.

4. All development shall be in conformance with the site plan and landscape plan, date stamped 12/05/07, and building elevations, date stamped 11/07/07 and 11/20/07, except as amended by conditions herein.

5. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a tentative map, to reflect the changes herein. Specifically, the streetscape and off-site improvements at the intersection of 1st Street and Gass Avenue and along South 1st Street must comply with Graphic 5 of Section V of the Downtown Centennial Plan.

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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01-20-10 CC

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: tabulate all tree heights along with the quantities and sizes of all trees and shrubs.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

14. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

15. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

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17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

18. A revised west elevation plan shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a tentative map, to reflect the changes herein. Specifically, the revised elevation shall make the necessary changes to reflect the 1st Street parking entrance as referenced on the site plan, date stamped 12/05/07.

Public Works

19. Dedicate a 10-foot radius on the southeast corner of 1st Street and Gass Avenue adjacent to this site prior to the issuance of any permits.

20. Coordinate with the City Surveyor to determine whether a Merger and Re-Subdivision Map or other map is necessary; comply with the recommendations of the City Surveyor.

21. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through conditions herein. Include an offsite Geotechnical Pavement Design recommendation for all asphalt pavement required for completion of this project.

22. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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.

23. A Traffic Impact Analysis that includes a queuing analysis for the proposed driveways must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No

recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

24. A Drainage Plan and Technical Drainage Study for all of the parcels Rezoned with ZON-25069, 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.

25. Landscape and maintain all unimproved rights-of-way, if any, on First Street and Gass Avenue adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

26. Submit an Encroachment Agreement for all landscaping, if any, located in the First Street and Gass Avenue public rights-of-way adjacent to this site prior to occupancy of this site.

27. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings,

Sincerely,

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

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

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City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: CITY MANAGER'S OFFICE
DIRECTOR: JAMES R. NICHOLS
DEPUTY CITY MANAGER

☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the Development Review Process Report provided by Kirchhoff & Associates - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas contracted with Kirchhoff & Associates to provide an exhaustive review of the enterprise-wide development review process and procedures used in Building & Safety, Fire & Rescue, Neighborhood Services, Planning & Development and Public Works in order to identify areas in which the process can be streamlined and efficiency and customer service enhanced.

RECOMMENDATION:
Receive report

BACKUP DOCUMENTATION:
The Development Review Process Report

City of Las Vegas
Development Review Process
Efficiency Analysis

December 2009

Kirchhoff & Associates
PMB-LM013
P.O. Box 189003
Coronado CA 92178
(619) 204-8769
billkirchhoff@yahoo.com

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Chapter 1
Executive Summary

Unless the City of Las Vegas re-engineers the development review process, and the organizational culture surrounding it shifts from enforcement to customer enablement, it will not be competitive with the other Las Vegas Valley jurisdictions for land development growth.

The core responsibility of a city's building safety program is to create an efficient plans check, permitting and inspection *system* that results in safe buildings as defined by the adopted codes. Nothing, absolutely nothing, should relegate safety to a secondary position. However, caution must be exercised against any knee-jerk reaction by regulatory officials that safety and customer service are not compatible. What is needed is a sustainable equilibrium between safety and economic preservation. Furthermore, it is important not to confuse the narrow imperative of just improving the process for managing land development with the broader reality of competing for development opportunities.

Many steps are required in order for a customer to move through the City of Las Vegas' development review process (DRP). A myriad of planning, engineering, legal, public safety and administrative details must be dealt with before the customer has the right to use his/her property. The process is exceeding complex and difficult because it is surrounded by political, legal, economic and

public policy needs. Scores of documents must move back and forth amongst the customer and his/her representative, five department's staff, a variety of consultants, elected officials and other agencies. The purpose of this study is to identify ways in which the DRP can be changed or modified to operate more efficiently so that the development review documents can move through the City's decision-making process seamlessly.

A critical finding of the *Development Review Process Efficiency Analysis* was that most of what are generally called DRP "problems" exist on an intra-department basis rather than at the inter-department level. Put another way, the review of a plan, processing of a permit, or handling of an inspection meets with considerable success when isolated to the authority and responsibility of a distinct department. In this situation the customer generally receives knowledgeable attention from people who are willing to do what it takes to help them. But as each one of the departments and outside agencies responsible for development review enters the process, the likelihood of delay, misinformation, conflict and confusion increase significantly.

After meeting with scores of staff and members of the development community and first-hand examination of the DRP, it makes sense to define the strategic objectives of what the City's DRP should be if it is to become more efficient. The suggested strategic objectives are to:

1. Reduce the number of times a customer has to physically visit a City facility in the course of processing a development project;

2. Minimize the frequency of errors and misunderstandings that the customer and staff must react to during the process;

3. Increase the level of predictability and reliability of each step in the process; and,

4. Manage all of the above on the basis of time and cost.

Time is money and each of these strategic objectives, either standing alone or intertwined, affects the costs incurred by the customer, the city government and the general public during the DRP. The accomplishment of these strategic objectives will help in a very significant way to drive the much needed expansion of the City's economic base, and the many community assets that are associated with an expanding economy – jobs, services, environmental responsibility, government efficiency, educational and training opportunities, etc.

The DRP can become more efficient if three changes are made. They are:

1. Reduce the silo isolation between the departments responsible for development review; and,
2. Modify the organizational culture that surrounds the DRP; and,
3. Improve how the process works and flows.

Our experience has been that efficiency experts and competent staff can easily improve the processing flow of land development review activities. But reducing the silo isolation and effectively modifying the organizational culture requires a committed executive management effort in terms of knowledge, skill and time. Improving the City of Las Vegas' DRP process to the extent desired by the City Manager will require extreme commitment by the department directors who are responsible for the DRP. Delegating the responsibility for the necessary changes will not produce the desired results.

The actions suggested in Chapter 5 Plan of Action and the ninety-five recommendations discussed in Chapter 6 Findings and Recommendations, are intended to help make the DRP more efficient, customer oriented and able to successfully compete for future development opportunities.

The ninety-five findings summarized in the next section are explained in greater detail, accompanied with recommendations, in Chapter 6 Findings and Recommendations. This information is organized into four categories:

- Process and Process Management;
- Organizational Structure, Supervision and Management;
- Technology, Business Systems and Performance Measures; and,
- Organizational Culture.

Findings Summary

These findings are not listed in order of priority.

Process and process management

Finding No. 1 – There is no identifiable position responsible for tracking and moving an application or project through the DRP.

Finding No. 2 – Changes in policies, code interpretations and the way things are done are not always effectively communicated with the development community or other DRP staff on any sort of regular basis.

Finding No. 3 – The City's entitlement process with respect to Special Use Permits pushes the decision making process up to the council on an all too frequent basis.

Finding No. 4 – The plans check process is more sequential than concurrent.

Finding No. 5 – There is no single comprehensive desk manual that explains the DRP.

Finding No. 6 – The value of the bonds posted on some of the uncompleted projects is substantially less than the cost of the improvements necessary for completion.

Finding No. 7 – There is no consistency with respect to "calling in" bonds on projects that have not met their completion deadlines.

Finding No. 8 – Developers often claim to be unaware of the requirement to post a warranty bond for a completed project with public improvements.

Finding No. 9 – As the City's inventory of undeveloped land is reduced by new construction activities the development trend will shift to infill development and downtown projects.

Finding No. 10 – There has been no regular semi-annual or annual 360 review of the DRP.

Finding No. 11 – DRP managers are frustrated that the City Attorney's Office opinions on land use matters are inconsistent.

Finding No. 12– There is limited coordination between the DRP work units in the review of applications and plans.

Finding No. 13– The codes used by Business Licensing and the Planning and Development Department contain differences that impede customer service and waste staff's time.

Finding No. 14– Although generally available if one searches for it, information is not readily shared between development review departments.

Finding No. 15– Obtaining accurate information pertaining to some of the DRP activities, such as the number of plans required for a project, is sometimes difficult.

Finding No. 16– The Planning and Development Department annually re-inspects after issuance of the certificate of occupancy, for compliance with all requirements of Title 19 and all Conditions of Approval imposed by either City Council or the Planning Commission.

Finding No. 17– There is a concern in both the development community and among the DRP staff that the frequency of plan review and inspection inconsistencies is excessive and that inspectors almost always "trump" plan examiners.

Finding No. 18– The language in Title 19 allows for the applicant to appeal anything (when filed appropriately on the next council agenda) that the Planning and Development Department does in its review of an application.

Finding No. 19 Five separate inspections are required to close-out a project.

Finding No. 20– In the single family dwelling (SFD) tract permit process it is not unusual for an application to sit for weeks waiting for offsite inspection and testing (OIT) holds to be removed.

Finding No. 21– Lost or misplaced plans in the Development Review Center (usually caused by removing a set of plans from the bin and not appropriately noting it) waste a considerable amount of staff time and can result in an unnecessary cost for the customer.

Finding No. 22 – There are occasions when unique or complex decisions are made at the plan check level without appropriate input from the inspection staff.

Finding No. 23 – It is the policy of the Fire and Rescue Department not to send out inspectors if any building has only a partial pass or is not approved – even though the work for the Fire and Rescue Department's inspection is ready.

Finding No. 24 –There is a need to assure that the correct occupancy designation is assigned to each business in a structure, and that development reviews are not delayed waiting for business license approval.

Finding No. 25 – Plan review technicians have to perform a substantial amount of administrative paperwork after the customer enters their work area.

Finding No. 26 – When performing special projects for their supervisors, plan check technicians are frequently distracted by the public.

Finding No. 27– The level of dimensional information required for land use entitlements is significantly less than the engineering provided during the civil plan and permit review process.

Finding No. 28 – The intent of a condition imposed by the plan review staff from the different development departments is sometimes confusing to the customer.

Finding No. 29 – Although the Centennial Plan provides for relief from Title 19 requirements, only the Planning and Development Department distinguishes the downtown from the suburban areas of the City.

Finding No. 30 –The Planning and Development Department's occasional inclusion in the review of dry utility plans has resulted in the approval of plans not in conformance with the approved site plan or Title 19.

Finding No. 31 – Changes in business license applications that are not routed to Planning and Development have resulted in non-permitted uses being approved.

Finding No. 32 – Elected officials and their liaisons go to whomever they feel the most comfortable with in the DRP for answers to inquiries.

Finding No. 33 – The civil engineer pre-application submissions do not always receive a 360 degree review. For example, Planning and Development can miss requirements such as water pressure needs.

Finding No. 34 – A significant number of the findings and recommendations contained in the recent audit (CAO 0701-0910-0X) of the Case Planning Division by the City Auditor's Office relate to the DRP.

Finding No. 35 – There is insufficient coordination in the DRP of the first and follow-up review documents that are returned to the development customer.

Finding No. 36 –The customer has a difficult time working back and forth between the City's DRP staff and the outside agencies involved in the DRP. Among these agencies are Nevada Power, Southwest Gas and the U.S. Post Office.

Finding No. 37 – There are no formal timeline commitments between departments with respect to processing and review.

Finding No. 38 – The process used by Business Licensing to verify zoning when applying for a business license is cumbersome and costly.

Finding No. 39 – The most frequent complaint of the DRP customers involved in this efficiency analysis is the inconsistency between plan check and inspections with respect to plan review.

Finding No. 40 – The threshold of work definition in the fire sprinkler retrofit ordinance (13.3.2.3.5) basically requires the installation of an automatic fire sprinkler system within the entire building whenever "Alterations, renovations, tenant improvements, or any change in occupancy in any existing building…"

Finding No. 41 – It is in the City's best interest to actively assist property owners build out their uncompleted projects.

Finding No. 42 – There is no established forum for the development industry to interact with the DRP's senior management in a non-adversarial way.

Finding No. 43 – The "quality first" effort with respect to plans submissions within the DRP does not receive adequate attention, causing excessive multiple re-submissions (as many as eight).

Finding No. 44 –The responsibility for DRP processing problems "ping-pongs" between departments.

Finding No. 45– There is a need for up-to-date departmental and cross-departmental DPR flow charts using the same template.

Finding No. 46–The Building and Safety Department's appeal process is unusual in that it is comprised of departmental staff only.

Finding No. 47– It is the position of the development community that the Building and Safety Department's code interpretation practices are more stringent than their counterparts in the Las Vegas Valley.

Organizational Structure, Supervision and Management

Finding No. 48 – The departments involved in the DRP have pronounced "silo mentalities" that often work against efficient operation of the DRP.

Finding No. 49 – No single manager is assigned the responsibility for overseeing the DRP and its personnel.

Finding No. 50 – Finding the time necessary for the DCM-D to successfully oversee the implementation of the report's recommendation is critical to improving the DRP.

Finding No. 51 – There is a need to carefully examine the spans of control in the DRP departments.

Finding No. 52 – Insufficient (almost none) time is given to solving problems associated with the DRP during regularly scheduled senior management meetings.

Finding No. 53 – Most of the managers responsible for work units in the DRP have learned to manage more by "experience" than through a formal education or professional training process such as earning a business administration degree, MBA or executive development certification.

Finding No. 54 – The staff of the Planning and Development Department is re-assigned within the department at a higher frequency than is the norm for positions that interpret complex and multifaceted regulations.

Finding No. 55 – To provide quality assurance a business license application is reviewed by three staff to make sure the information matches from the hard copy to what has been input into the business license system.

Finding No. 56 – The loss of senior staff leaving the workforce has resulted in a loss of institutional memory.

Finding No. 57 – Until recently the Building and Safety Department inspections supervisors were not conducting desk or field audits of the work performed by their inspectors.

Finding No. 58 – There is a significant interest by some staff members to shift the DRP schedule from its current schedule to the 4-10 (four-day, ten-hour) work schedule.

Finding No. 59 – The physical separation of inspectors and plan review personnel in the Building and Safety Department results in communication problems that are sometimes an additional cost for the customer.

Finding No. 60 – Managers and supervisors tend to focus more on the politics of the process than the “time and money” aspect of the DRP.

Finding No. 61 – “Top down” management calls are often required to move projects forward.

Finding No. 62 – The May 2009 Employee Engagement Survey conducted by the Department of Human Resources contains a number of “red flags” deserving of attention from the CMO.

Finding No. 63 – Staffing reductions among the development review related departments are not always consistent with the corresponding decline in land development activities.

Finding No. 64 –The Planning and Development Department’s front counter planners are not fully utilized when they have “dead time.”

Finding No. 65 – A significant number of mid-managers are “change averse” and are resisting using business metrics, time and actual cost as the primary measures of their performance, and the performance of their subordinate staff.

Finding No. 66 – The need for additional staff cross-training is of universal concern in the DRP.

Finding No. 67 – The training for front counter planners is inadequate.

Finding No. 68 – A significant number of employees expressed the need for additional customer service training.

Findings No. 69 – There is substantial resistance to the use of “performance-based” codes and regulations.

Finding No. 70 – The Building and Safety Department lacks the senior management positions necessary to operate effectively and prepare itself for competition with respect to future land development.

Finding No. 71 – There is no formal process for changing management processes in the DRP.

Technology, Business Systems and Performance Measures

Finding No. 72 –There is a critical need for an electronic application/plans submittal, review, tracking, and storage system.

Finding No. 73 – A more customer friendly website with a better search capacity is needed for the development community.

Finding No. 74 – With the exception of the Building and Safety Department, fee studies by a qualified consultant have not been conducted in recent years in the other development review departments.

Finding No. 75 – There are noticeable telephone response time delays in the Business Licenses office.

Finding No. 76 – Findings in the Wohlford Consulting User Fee Report for the Building and Safety Department indicate that the current fee structure used by the department is not sufficient to cover the department's cost of providing services.

Finding No. 77 – While the annual volume of land use and permit applications is the primary driver for the DRP, workload and output is not always measured effectively.

Finding No. 78 – With the exception of the relatively new Performance Plus management tool, no recognized business system such as Sigma Six, Total Quality Management or Business Processing Engineering is used by any of the development review departments.

Finding No. 79 – The Business Licensing Division's resistance to using the Hansen software system has been costly in terms of DRP staff time and customer service.

Finding No. 80 – The DRP is hindered by certain communications "inabilities" between software applications (Hansen, Sire, EB, GIS, Plans Viewer and Oracle).

Organizational Culture and Customer Service

Finding No. 81 –The almost universal belief by mid-managers that "when things return to normal we will need more staff" is a drag against the need to change the way things are done internally.

Finding No. 82 – Too many DRP managers continue to believe that their future staffing levels need to be established on the basis of the previous, but unmeasured, workload indicators.

Finding No. 83 –The Development Services Center reception area is unfriendly, confusing for the first-time customer and is inefficient for both the customer and staff.

Finding No. 84 – There is compelling anecdotal input from the development community that some of the Fire Engineering staff lack professionalism with respect to customer service.

Finding No. 85 – The sometimes "we-they" friction between the plan check staffs in Fire Engineering and the Building and Safety Department impedes the work effort and customer service.

Finding No. 86 – The initial staff response to the unfiltered input received from the development community focus groups was more defensive than introspective or thought-provoking.

Finding No. 87 – Within the DRP staff there appears to be confusion with respect to who the customer actually is.

Finding No. 88 – An insufficient number of DRP staff have attended the Human Resources Department's formal customer service certification program and some of the personalities (because of a lack of communication skills, negative attitude, bureaucratic beliefs, etc.) of some of the staff occupying key positions in the DRP are not conducive to effectively solving customer relation issues and/or working in a professional manner with other employees in the DRP.

Finding No. 89 – Locating fire inspection personnel in fire stations may widen the mission-understanding gap and organizational culture differences between the Fire and Rescue Department and the other elements of the DRP.

Finding No. 90 – Telephone customers frequently complain about being switched from person to person because staff often does not know to whom a call should be referred.

Finding No. 91 – The effectiveness of the Office of Business Development (OBD) staff with respect to assisting a property owner move through the DRP has been marginalized because of the customer-resistance view held by other DRP staff.

Finding No. 92 – The different and sometimes conflicting organizational cultures surrounding the DRP impedes quality service.

Finding No. 93 – DRP Permits often expire without either the City or customer realizing it.

Finding No. 94 – There are limited up-to-date operating (desk) manuals for DRP plans check personnel to use as a reference and guide for their activities.

Finding No. 95 – The development community believes that planners should be well-qualified professionals who are encouraged to have meaningful input with applicants.

Chapter 2
Overview of the Project

2.1 Assignment and Objective

The City of Las Vegas retained Kirchhoff & Associates to study its development review process (DRP), and make practical recommendations to improve the predictability, speed and efficiency of City of Las Vegas' development activities without minimizing the elements of quality and safety. Rinaldi & Associates, a consulting firm very familiar with the planning processes of the various jurisdictions in the Las Vegas Valley was also a lead participant in this undertaking. The consulting team assigned to this project is a seasoned group with decades of experience managing cities, working with development departments and modifying organizational behavior. The findings and recommendations related to the *Development Review Process Efficiency Analysis* are found in Chapter 6 Findings and Recommendations.

The objective of this efficiency analysis was to determine ways in which the DRP might be made more efficient in terms of the speed and predictability with which a development customer is served by the City of Las Vegas.

There are five City departments that are directly involved with some phase of the DRP. They are the Planning and Development Department, Building and Safety

Department, Public Works Department, Fire and Rescue Department and the Finance and Business Services Department. Collectively, they are referred to throughout the report as the "development related departments." The Building and Safety Department is generally considered to be the "most involved" department in terms of process management. It is the point in the organization most frequently contacted once a building permit has been issued and its total staff is devoted to the DRP. Both the Planning and Development and Public Works Departments have large cadres of staff involved with the DRP. Fire and Rescue, to a lesser extent, has a small work unit (Fire Engineering) involved with fire related plan review and inspections. The Finance and Business Development Department has the least hands-on involvement in the process. While not thought of in the traditional sense as being a development related work unit, the Finance and Business Services Department administers the issuance of business licenses once the construction of a building has been completed.

It is also noteworthy that a significant number of other jurisdictions can be involved as a project works its way through the City's DRP. Moving through the bureaucracies of these organizations significantly increases the length of time it takes for an applicant to obtain the necessary permit approvals from the City of Las Vegas. Among the outside agencies that can be potentially involved with reviewing a development review application are the Las Vegas Metropolitan Police, Clark County Health District, Clark County School District, Las Vegas Valley Water District, Division of Water Resources, Nevada Power Company, Southwest Gas Company, Sprint Central Telephone and the U.S. Post Office.

The intended outcome of the *Development Review Process Efficiency Analysis* was to change the DRP after a thorough *systems analysis* study methodology. The intended goal is to position the City to better serve the development community, while still maintaining high standards of health, safety, compatibility and quality of life for City residents. Overcoming the unnecessary delays,

misinformation and untimely “surprises” that are sometimes experienced by development customers – from homeowners with relatively simple repair/rehabilitation of private home projects to major commercial and residential developers - was the focus of this analysis. Among the issues addressed were:

1. The time required for a customer to complete approvals within the City’s DRP;
2. Maintaining quality development;
3. Being competitive by accommodating development; and,
4. The identification of issues of concern to private industry trade groups.

The intent of the original scope of work was to provide the City Manager with a “whitepaper” list of practical recommendations for removing obstacles and impediments in the Building and Safety Department. Because of his experience with development matters, the new Deputy City Manager responsible for the development related departments, expanded the scope of the study to all of the departments managing land development activities. Driving this effort was the City Manager’s concern that the City’s overall DRP process needs to change dramatically in order to *compete* with adjacent communities for future development opportunities, and operate more efficiently in a changing economy. It is also the City Manager’s desire to shift the DRP from an *enforcement* posture to a collaborative *enabling* tool that will encourage economic development and expansion of the City’s employment and tax base.

Early into the study it became apparent that the successful transitional shift from just the *enforcement* of rules and regulations to that of customer *enablement* would require more than the white paper review that was originally contemplated. In addition to the mechanical aspects of connecting the dots in the processing sequence, the need to understand how the individual development related departments function and the organizational culture differences between them became apparent. This caused the work plan to be expanded, including a more

detailed analysis of the development review work units within the City and the culture which dictates the way they do things.

2.2 Study Methodologies and Lines of Inquiry

Five integrated methodologies and lines of inquiry were used to conduct the *Development Review Process Efficiency Analysis.* They are the:

1. Systems analysis;
2. Stakeholder input;
3. Organizational culture analysis;
4. Code review; and,
5. Industry best practices and other municipalities review.

The following is a brief summary of each methodology used in this analysis.

The Systems Analysis

As is the case with other formal organizations, each of the development review departments uses a framework of systems and procedures to guide its employees in their day-to-day activities and operations. While many resources need to be combined in an organized manner to effectively operate the DRP system, the most important element is how people – the people who operate the system and the people who use its output – behave and work in their systems.

The systems and procedures for an organization such as a city's development review process are usually based on a complex collection of facts, opinions, and ideas concerning the organization's objectives. For an organization to survive, it must learn to deal with a changing environment effectively and efficiently. To accomplish the making of decisions in an uncertain environment, the organization's framework of systems and procedures must be remodeled, redefined, or tailored on

an ongoing basis, Commonly referred to as re-engineering, fact must be separated from the trivial, fact sorted out from opinion, and the objectives redefined. The most important question the systems analyst must continue to ask is "What are we (the organization) trying to accomplish?" The response to this question from City's DRP staff was remarkably inconsistent, a reflection of differing goals and objectives that impedes their work.

Put simply, the systems analysis approach is a deep-dig into a problem that differs from the trial-and-error approach. The trial-and-error approach involves identifying a number of potential solutions to the problem and then testing each randomly until one alternative appears to provide an acceptable solution. In the systems analysis as many of the influences and constraints are identified and evaluated in terms of their impact on the various "decision points" in the system. A decision point is that point in a system at which some person or an automatic mechanism must react to input and make a decision. There are many decision points within the system that the DRP operates in. Correctly designed the objectives of the DRP system are to:

- Furnish the right information to the right people at the right time;
- Decrease uncertainty and improvement of decision quality;
- Increase capacity to produce work;
- Perform work that was previously impossible;
- Increase employee productivity and reduce costs; and,
- Manage the orderly and economically viable development of land.

The City's DRP system should provide information that is consistent, accurate, timely, economically feasible and relevant (CATER). In other words, the DRP should:

- Establish standards;

- Specify each work unit's responsibility;
- Delineate actions and decisions;
- Be easily understandable;
- Provide performance criteria; and,
- Identify the decision points in the process.

Unfortunately, deficiencies exist in each of these stages of the DRP system. It is noteworthy that the problems with the City's DRP are the problems that are typically associated with almost any city's development review process. These deficiencies, and possible remedies, are discussed generally in Chapter 4 The Core Issues, and more specifically in Chapter 6 Findings and Recommendations.

Many of the individual questions asked by the consultants are found in Appendix A Questions and Lines of Inquiry. The lines of inquiry that this study of the DRP focused on were:

- What are the critical processes;
- What key skills are required to produce the processes;
- What are the challenges:
- How is the DRP governed;
- What is the criteria for success; and,
- What metrics and measures are used?

Stakeholder Input

Augmenting the systems analysis methodology was the involvement of the various stakeholders – customers, development industry representatives and staff. A heavy emphasis of the analysis was the involvement of stakeholders with respect to determining better ways of doing things for the customer. The consultants conducted five focus group meetings with the following categories of the Las Vegas development community:

- Fire Safety/Sprinkler Systems;
- Land Use/Entitlements;
- Building Permits;
- Drainage Studies; and,
- Traffic Studies and Civil Plans

The outcomes of these meetings were shared with DRP staff representatives in a formal setting that allowed for feedback and are discussed in detail in Chapter 3 What The Las Vegas Development Community Wants.

The staff interviews were with professionals in all areas of the DRP. In all, approximately 60 staff members were interviewed or contacted via email or telephone. In a variety of forums the staff was asked:

- What will development review customers require of the City in the future and who will the City compete with?
- What will the organization need to be highly successful in the future?
- What demands will the City face in the future environment?
- What trends should the City be aware of?
- Where are we currently underdeveloped in the organization?
- If the City is to achieve excellence in managing land development, what will it need to change in the organization?

A significant number of staff were interviewed on multiple occasions and many were involved in an ongoing exchange of information with the consultants. Their knowledge, and willingness to share it, was of immeasurable benefit to this analysis. In fact, much of the information found in Chapter 6 Findings and Recommendations, is directly

attributable to ideas and input from the City's staff. The observations and ideas of the professionals working in the DRP are the basis for most of the recommendations in this report.

Organizational Culture Analysis

An organization's culture is reflected by what is valued, the dominant managerial and leadership styles, the language and symbols, the procedures and routines, and the definitions of success that make an organization unique. The fact that many of the City's executive staff (the City Manager, Deputy City Manager for development activities, Director of Building and Safety for example) are relatively new to their positions means that at least some of the organization's values, management and leadership styles and definitions of success are changing and will continue to change.

Organizational culture is the way things get done in a private corporation or government entity. It is the standard of conduct in the workplace. Whether weak or strong, organizational culture has a powerful influence on how well work is performed. It affects practically everything – from what time work starts, how long the work day is, who gets promoted, and how employees relate to their customers. Understanding an organization's existing culture and the culture it prefers (or needs) is critical to the long-haul sustainability of specific changes.

Internal Code Compliance Review

The purpose of this objective analysis was to determine: (A) if the plans review and inspections processes were exceeding (over reviewing and/or inspection) that which is required by the official codes and standards adopted by the City; and, (B) are the codes being enforced with the necessary transparency, consistency and predictability. Many of the

findings in Chapter 6 Plan of Action focus on this element of the efficiency analysis.

Industry Best Practices and Review of Other Municipalities

In an attempt to obtain as much fresh information as possible, considerable attention was given by the consultants to a handful of municipalities that are reputed to have quality development review programs. Some of this information is contained in Appendix B - Development Review Process Best Practices Cities. Among the municipalities studied were San Diego, CA, Chula Vista, CA., Arlington, TX, Henderson, NV and Tallahassee, FL. The University of North Carolina's publication *Development Review in Local Government: Benchmarking Best Practices* is an excellent resource regarding development review practices in a number of well-managed municipalities.

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Chapter 3
What the Las Vegas Development Customer Wants

3.1 Introduction

The information in this chapter is based on direct input the consultants received from the five focus group meetings with members of the development community. It is noteworthy that some individuals attended as many as three of the sessions. It is also based on information obtained from written correspondence, emails, surveys and phone conversations. On one hand, it must be recognized that these people have special interests, with some of them having an "ax to grind." And some are expressing opinions without factual data to support their position. And, in some cases they are complaining about old problems which have been fixed or resolved. On the other hand, the development community has many interests in common with the City's DRP staff, such as safety, quality of life, and avoidance of litigation, and its members are very real partners with the City as it relates to land development. Those in the design community, registered architects and engineers, risk the loss of their very valuable professional licenses if they are not in compliance with the applicable design standards of the City's codes. These are among the reasons that their concerns should be not be shrugged-off as coming from the "dark side." Rather, it is suggested that each comment be considered by the Implementation

Committee and all of the managers and supervisors in the DRP. Those having merit should be given a complete review.

3.2 Pertinent Comments of Concern

Notes were taken during each of the focus group sessions. Illustrative of the concerns are the following statements from the development community. Some of these comments are listed below. The reader is referred to all of the recorded comments which are included in Appendix C Focus Group Comments. Experience tells us that the initial reaction to criticism, constructive or otherwise, by a conventional bureaucracy is a defensive denial, usually followed by some form of "killing the messenger." Since there is value to be gained from any sort of public input it is suggested that these comments be reviewed on the basis that:

- All segments of the public served by the City of Las Vegas, including the development community, deserve a fair hearing;
- The development community, like any other special interest group, will have its own agenda that is not always in the best interest of the general public;
- The government , not the developer, is the responsible party for safety in the builder-municipality relationship;
- Operating at the highest possible level is the responsibility of the work units that manage the DRP; and,
- Many of the concerns expressed in this chapter by the focus groups have been validated by the DRP staff.

If the focus group input is studied in this context then those responsible for the DRP will gain some different insights that will help them sort out where corrective action needs to be taken. If viewed from the perspective that the input is coming from the "dark side" and therefore is not worthy of legitimate examination, then an opportunity for improvement is lost. Among the representative themes that were expressed by the focus groups include:

- Staff has little appreciation for the cost of time;

- No one person is "in charge" of managing the DRP;
- Plan review and inspections are inconsistent;
- Departments are in conflict with each other;
- Code changes are not communicated with the development community;
- Inspectors trump plans examiners;
- Too many last minutes changes in conditions;
- Too much City Council involvement in the entitlement process;
- Plans and documents get lost frequently;
- "Us vs. them" and a "No" culture;
- The appeals process needs modification;
- Downtown development is different than suburban development (new codes don't work for retrofit);
- Too many staff requirements are not supported by code; and,
- Planners need more authority so they are more than paper pushers.

Fire Prevention/Sprinkler Systems Focus Group

"CLV Fire Department are employees of the city. Submitted two separate permits for identical purposes, one to city and to fire department, way to combine the two, reduce the duplicate fee, get rid of doing twice the work would be a benefit."

"Usually don't have trouble getting them to come out. The real problem is getting everyone to coordinate to be there at the same time."

"When the plans examiner went on vacation the review of our plans also went on a vacation."

"We saw several years ago, fire code changes were made with no public comment period. Fire protection engineers are involved in code issues, but we weren't able to participate…"

"Sprinkler retrofit ordinance unique to CLV – requirement that buildings larger than 10K sq.ft. but have undivided fire at 5K sq. ft., have to be re-sprinkled, even if they were sprinkled to previous code."

"One of the things CLV really needs to work on, especially in the down time, to bring the developer's attention early on as to what LVFR's special requirements are, which are not published."

"Fire engineers need to be involved from the beginning. All of that information needs to be outlined in advance to the developers and architects BEFORE the contracts are in place.

"CLV mandates that a fire protection engineer submit drawings. That isn't written down. Pre-requisites need to be put in place in paper."

"We run across issues we can't find something in the code book, but they want to enforce it on inspection side. It holds up the whole job. They point to Chapter 1 that says they have the authority to make decisions. We want the requirements on paper to show the owners."

"For older, existing buildings and how to apply the requirements. I don't think anyone LV valley does a good job on having guidelines and consistency in that regard, especially in CLV in downtown LV with older buildings, the NEED to have a set of guidelines and requirements that are perhaps different than in a brand new building."

"I would think that both B&S and FD would have some set of guidelines with respect to existing buildings that would get people into the buildings."

"Appeals process in FD, best we can tell is just do it." In B&S it is also a dictatorship, just formal process. Why can't we stick with the UBC?IBC appeals process (new code/old code provisions)?"

"We are working through project, have a few minor issues to take care of, the inspector is out of town for 10 days, can't swap staff, can't swap staff in FD. Vacations can't be an excuse. If plans examiner is on vacation, we are SOL."

"Throughout the process, I believe that B&S and FD do not like each other at all. B&S and FD do not get along, and that created problems throughout the process."

"Fire code changes with no input. There ought to be industry communication prior to any changes."

"Can't keep up with all the changes, need updates."

"Publish standards and stick with them. Want more guidelines, be consistent."

"FD website is horrible to use. Info is not up to date. Very difficult to get the applicable code from the CLV page.

"Sprinkler retrofit ordinance – city adopted, no one else does it. At what point does the retrofit restart?"

Land Use/Entitlements Focus Group

"That they never returned my phone calls, which created a road block. Across the board, the higher you go, the longer it took."

"CLV and NLV are the only entities that require 20-25 sets of maps whereas the other entities don't."

"CLV doesn't make sense on their ordering of their agenda, can't figure it out. I've been told Margo takes them by difficulty, does the simple ones first."

"Departments are inconsistent, can't agree. Interpretations between departments don't occur, pre-submittal conferences end without answers as multiple department representatives cannot come to consensus."

"Very frustrating when we send the information ahead of time and hope that they review it and then they walk in without reviewing it and you have to present it new."

"Last second conditions are also irritating. Don't have time to review with client, argue why, etc."

"Conditions inconsistent with ordinance or with published interpretation – why do we have to do that when the ordinance or published interpretation of the ordinance doesn't require it? Lots of times the response is "it is in-house policy" but we never see them published; if they are in-house policy, it should be placed into ordinance."

"Really easy to get action items bumped off the routine action items. Council people are so involved in the zoning process in the city. It should be a routine administrative approval, rather than council taking the hand in."

"In the preconference, you give planner info, but the planner is not taking the project on as their project, so you are left to try to contact anyone. "

"There is a culture of mistrust among the city planners who don't trust the applicants. When I'm there, I feel like I'm in Europe trying to cross borders and you hope you have your paperwork in order. It's like they are trying to find something wrong with your stuff, they aren't helping us."

"Customer enablement is a joke right now."

"It's the mistrust. You build relationships with people you see all the time. I love submitting to County. I know them, I trust them. City, forget it, even after 14 years."

"They aren't rude or anything, but very by the book and don't suggest anything."

"Nobody who is responsible or accountable for it, so you get departments who have turf issues, responsibility of professional submitting it, let's be honest."

"First thing I do is enable planners, and they are lowest on the totem poles. I think they get overruled by planning commission and council so often they are ridiculously cautious and they say what they think council will approve. Has little or nothing to do with sound planning."

"My thought was, I never felt I was team with the city, like in other places. I never felt like we are trying, together, to create something nice. They always take the negative stance on whatever I do. Transcended directors, staff, etc. It has gotten worse. I couldn't agree more."

"Receptionist. I don't care who it is, it is different every time and they hire the meanest receptionists. The very first person you talk to sets the tone and it's always crap."

"Seems like at the City, the answer is always NO. You start there and have to somehow earn a yes. It is easier to go from NO to YES than the other way around. More experienced planners say no right away."

"I think they are going to need a team of people who expressly deal with whoever finish those projects. They are going to ask for things that don't necessarily get asked for, because you need it. Those projects will start first. Can't treat those projects like they are new projects. Almost need people who specifically deal with those retro jobs."

"Developers and owners favor county and other jurisdictions because of the process the city makes you go through. We charge more for CLV. Owners pick one jurisdiction over the other, especially when it comes to the building department. It is an absolute factor. The city ranks low."

"2-3 years ago, there was an over-conditioning creep in the entitlement process. Now, if we condition the way we used to, it will prevent the reemergence of this market."

"CLV is the only entity that won't allow a public utility to file a use permit application for transmission line without the property owner's signature. It's impossible to get a property owner's signature for a special use permit. For some reason, CLV won't let that one go."

"CLV has great opportunities and great assets, recognition of projects downtown need to be different, as there are different needs downtown versus some place like Summerlin."

"In the county, when a planner just gets hired, you see them increase up the ranks and grow. In the city, I couldn't even tell you who is who. County will send letters if our application timeframes are up. The City doesn't notify the client. It burns the clients."

"Agenda items get bumped off the consent agenda – council looking through things, liaisons look at it, but those items should never even on the consent, they should be on administrative approvals."

"If Planning Commission votes to approve, it doesn't matter. Why have a Planning Commission if the Council won't use their decisions."

"Changes at last minute as well as agenda bumping. We know that a day or two before the meeting, the planning director reviews the applications at a big meeting with all planners, and they come up with additional conditions."

"In the city, we have to physically change the plan to an approvable state, where in the county, we can have a conditioned plan and send it in later. That's a Margo deal, she wants to have it immediately. We can't get that drawing changed in time, which bumps it. PW didn't see it, so in City Council it was postponed, for a tiny changed, could have been conditioned, have to redo the site plan and recolor it rather than conditioning it. How do we charge the client for that? We can't! Easy fix, don't do it that way, do it like CC and Henderson. CLV code Title 19 doesn't have requirements."

"City is very by the book, even if there is no book. We tell clients worse case scenarios depending on the project. Exact phrase council person uses is what change is applied."

"Planners don't answer questions, feel they are just checking we have the meeting. They write a report. But don't interact."

"PW and Planning don't agree on downtown, with existing sidewalks, etc. That's always a hassle, working out conflicts between amenity areas and right-of-way. Usually they discuss and figure out what we have to do. No appeal for it. We may ask for meeting, but no formal appeal process."

"There is prejudice. If one person pisses off someone, it spreads. It's like the receptionist. We have to learn to present ourselves professionally, but so do they. Retribution factor in the city is worse than the other jurisdictions. In B&S and Planning departments, staff takes things personally across the departments. More in B&S than other departments."

"If I take it to appeal and I win, they will get me next time. You should create an organization that minimizes it and the city creates an organization that maximizes it."

"Part of the culture of us against them. Developers are bad."

"There is a need to see entitlement process as process for building the city, not process that allows us to condition developers – a partnership for building the community together."

"Tell council to back off, you have professionals who are trained in this, let Planning Commission do their job, let staff do their job all the way up from bottom and butt out."

"We need one (guidelines) for the Downtown Process. Most cities do for denser areas. Have the guidelines, need the different process."

"OBD makes it better, but seen by Planning as shills for developers."

"Gonna take effort from developers, city, and mortgage lenders to come together to build this."

"OBD is allowed to imagine the economic impact of developments that we do. Planning isn't allowed to do that."

"Planners are "process bunnies" can't make decisions."

"Need to implement process where City Council gets input from developer community in a non-adversarial way."

"Website – it's better than nothing. It's gotten better over the past 3 years. Not as user friendly as the county's but it is better than nothing. Have more comprehensive prompts, easier to find, more intuitive. Could partition out the developer side."

Building Permits Focus Group

"Procedures change and we don't know about it until we file. We miss new forms, applications, different number of drawings. Policy changes need to be communicated. "

"Projects with support from the 10th floor are treated vastly different from other projects all the way across the board. When a call comes down from the 10th floor, the process goes more smoothly."

"B&S has terrible problem with us/them mentality and culture of mistrust. Developers are bad; architects are trying to get away with stuff."

"Consistency issues. Two different plans checkers interpret the same plans differently. They interpret the code vastly different than the other jurisdictions."

"We go express plan check for the simple reason to pull them together".

"Last 4-5 projects we've done express plans checks, and everyone gets together and it makes it much easier. The only negative thing is that once the express plans check is done, it slows back down to the regular process."

"Need a different approach for small projects, such as a block wall, as compared to larger projects. County has a really good system on inspection reports, at City have to call and try and reach someone. There are no assigned staff members who work with us and are accountable. It's a challenge."

"Appeals process is ridiculous, especially now."

"IBC adopted performance-based design; city chose to go with prescriptive based design, where county adopted it."

"Drawing integration process at the city, we have to do it ourselves, which is a big problem as we have to physically insert them and it is prone to errors. None of the other jurisdictions have us insert our own drawings."

"Clerical errors by the city cost clients hours to fix missing paperwork. Just another place to point fingers."

"One issue is now, with the lay offs, and is that everyone is afraid for their jobs. "

"Disgruntled employees in plans review versus inspections. Inspectors reject something the plans review people accept. It's a VERY serious problem. The inspectors trump the plans checker, in the County they have to work it out, in the City; you have to appeal the inspector, which is why we are in appeals all the time."

"ICC interpretation on code, B&S rejects it. It happens all the time where the city doesn't do ICC interpretation."

"Huge flaw in the appeals board, the appeals board has the person who rejected you on it."

"Political fear, justification used is legal liability. B&S is not willing to make the same kind of decisions that other building departments do all around the country. The building official no longer makes the call as he doesn't have the expertise to do it. The only one with that knowledge is Rod Clark, who is a No-man."

"Unpublished interpretations internal to Building that aren't published. It is the city's policy that "…" but it isn't online, or AGC, etc. Residential builds, big problem is communication. If there is a hold up, we are constantly trying to find out why, they don't e-mail or call, communication is just not there."

"On the field side is a stand-in inspector, who bogs up the works until a regular inspector comes back. No documented or communicated issue resolution between inspectors."

"Big issue between FD & Building, how they butt heads. It's a natural friction, not just city. Other jurisdictions reconcile that friction better."

"There is a mechanism valley-wide (SNBO – So. Nv. Building Officials), but city is very poorly regarded at SNBO. The city has been widely regarded as a non-participant or a joke. Gone from bad to worse as the Building official is a non-technical guy. Couldn't get the city to sign on to valley wide processes. Because of prescriptive versus performance based design – philosophical difference. IBC is based on performance based design, city adopted IBC, but not performance based."

"Philosophy of city versus everyone else is so adversarial in the field. It appears like it's a badge of honor to shut things down. Time is money for private sector, other entities work with that understanding, partner and help developers, and there is no awareness of that in the city. City doesn't partner for us."

"Profit drives business and the city doesn't have any conception of that. If city drags the process, we lose profit, so we go elsewhere to an entity who will work with us as a partner."

"Predictability is key to profitability.100 day schedule is better every time than a schedule that is all over the map. That is the FUNDAMENTAL PROBLEM. We charge more for city projects because of the adversarial relationship the city has with other stakeholders and other entities."

"There are some good things in the city. The field inspectors actually look at our drawings. CLV has electrical inspectors that understand the drawings, read them, and enforce them. That's a plus."

"Plans check timeliness - Depends on the plans checker; it's gotten better because there are fewer plans checkers."

"Inspections – timeliness is not a problem."

"City works real good on same day and emergency inspections. Very seldom do they not work with us on that."

"We don't put construction sets for the city to approve, we put it together so the contract will build it. It's a whole different mind set in the city."

"Performance based design is the way the world is going, with sustainability, etc. If they don't address this issue, they can't address the mandate of an efficient city."

"How often do you have to call a Manager or Council person to get the plans check. Not all the time, but more often than in other jurisdictions. It's a small town."

"Inspections – handled by professionals, but every disagreement has to be solved in appeals."

"CFO stage – one issue is that they will catch something that is valid, that could have been easily caught at the rough-in stage. It was installed weeks ago, but could have been inspected and checked early for a mentality of helping, not hurting us. Slows down buyer getting into the house."

"Us versus them, enforcement VS partnership is a real issue "

"Have been working through at least 5 city managers who have sought to turn this cultural thing around and were not able to do it. Why can't we change from institutional entity to partner based. This is good news someone is looking from the outside. City is hardest jurisdiction to work with."

"If city would go to NOV program it would be phenomenal. NOV is notice of violations inspected to see what changes would make without permits."

"Need to shift to performance-based to truly build buildings that are efficient and compete in this world, we have to do it."

"Appeals board is set up with city internal staff. Needs to have external experts on the appeals board, like with other jurisdictions."

"Submit utilities under certain guidelines and processes, which would be very helpful. Also separate counters for separate types of builds. Why should a block wall go to the same counter as a hotel? Makes no sense."

Downtown/Urban Re-development Focus Group

"We came to realize that the process was not working for us and we began to work directly with each department, which seemed, despite the fact it was expensive and time consuming, to speed up the process."

"Cannot do development or even start building until the entire process is approved, which can be up to 3 months. Our project took almost 2 years."

"When I think about Redev, the purpose is to encourage people to develop in those areas. You develop an RDA that has certain incentives to develop there rather than elsewhere, i.e., less parking, less zoning restrictions, less code strictures, etc. If you are working in the RDA, it should be perceived as the EASIEST place to do business. Our experience is that it's been pretty good, at the same time, the timing of it has not been any better than working outside the RDA, which I think is wrong in concept. It should be streamlined and facilitated for people to build."

"One of the philosophies that have happened in the past is the big items, i.e., building arenas, etc. Forgot the small businesses that have been here all along. We are the people building, not the fantasy arenas, etc. The folks that get the attention aren't the ones building."

"We think OBD staff experience as much frustration as we do. Literally OBD staff will talk certain business owners OUT of doing business with CLV, because there is so much slow down in project planning."

"Evolve, modify VIP program to expedite the project. Make VIP retroactive, apply at end of the project."

"Overwhelming culture in CLV that they are doing US a favor and we need to jump through there hoops and we think the roles should be reversed."

"CLV decision makers seem to have no vested interest in anything that goes on; they don't live here, they don't frequent the businesses, they don't support them".

"Several meetings with several departments where there is attitude that development people who are small business owner is to give MORE to each department, like they are competing. It is just a small cost to the owner, so no big deal, not realizing how much we've spent already on the project. 30% of CLV staff have no ideas of the cost of doing business, or values."

"Shifting sands in the rules and codes."

"Centennial Plan standards. When you front to Centennial Plan standards, get ready to spend lots of money. It's enough to make a developer go elsewhere. Centennial rules apply on major street frontage that come from Planning Department. Master Plan for the valley. This is not on the right of way, it's in ADDITION to the right-of-way. Giving up 15 feet of property not in the right of way. It is ABSOLUTELY PUNISHING!!! Needs to be an easing of the rules. Spirit of the rule is FANTASTIC, but they have to be in a more business-friendly manner. Landscaping is NOT desert friendly landscaping."

"This is a symptom of something much bigger, namely a disconnect between City and reality redevelopment."

"Consider increasing the counter appointments from thirty minutes to one hour."

"Disproportionate allocation of resources to pie in the sky resources, namely Union Park. It's Symphony Park now. World jewelry centers. Stuff 3-5-10 years away that is absorbing staff, council, etc. time and resources.'

"In the arts and entertainment district, we are treated as step children. All of what we are doing draws people down here to live. All of those closing businesses, those getting blown off are the things that are very, very important for the creation of the community."

"Council brandishes power based on their personal opinion."

"Theme we've been talking about. We have entrepreneurs and risk takers who want to develop downtown, but it has to make business sense. City doesn't facilitate business downtown right now. It's not just in RDA, it's everything."

"The city should think of EVERTHING AS BUSINESS DEVELOPMENT. CITY SHOULD BE ALLOWED TO CONSIDER THE ECONOMIC RAMIFICATIONS OF ALL DEVELOPMENT. That's the killer for not just RDA dev, but all dev."

"If we could change 6 or 8 things, we would feel that the city is partnering with us."

"CODE REVIEW ON OLDER BUILDING IS THE SINGLE MOST IMPORTANT THING THAT NEEDS TO BE FIXED."

"New performance criteria for new buildings have to be different than performance criteria on existing buildings."

"It starts with everyone being on the same page. If we have a common goal to open businesses, everything else falls into place. If we want to have a business, why talk easements and trees. We need businesses open. We need parking. Parking is a massive problem downtown. You need to create demand. There is no customer base. No population density. What are we going to do to create a draw and create a demand? Open more businesses to make a destination and create a demand. Culture should be come to us, we will do everything we can to get your business open."

"Inspectors love to say NO. They all start with no. Back to the culture and attitude."

"What can be done to ensure small guys that create the energy, synergy, and destinations get a more fair representation of that pie."

"Entitlement process – planning staff has developed paranoia, that changes at the smallest level require a restart of the whole process. The other jurisdictions DON'T do that, they have a percentage threshold for approvals."

"Redlining drawings and updating drawings and resubmitting every single time, make 2-4 week waits."

"Plan check documents lost within the City. Civil and other. Developers have to make copies, get three new stamps, re-sign them, give sets to architect to pull out specific sheets, to get final approval.

"City staff professionalism – some are certainly not doing their jobs. 25% of people we came in contact with are not qualified to perform their jobs. I'd say 25% is a low number."

" People I've dealt with seems to be qualified, but they have advised us to keep down and they would shepherd us through the process to avoid those who love to say No. Lot of attitude like they are doing me a favor and on top of that, attitude that every business owner and developer is wealthy and no limit on how much they can spend or how long they can be delayed. Completely removed from reality of being a developer."

"Some people have way too much power, namely Fire. The departments are in conflict. We feel OBD gets cold shoulder from B&S and P&D? That's part of the culture. It's my job to slow the process down, is the developers' perception of CLV staff."

"Express plans check is unnecessary; it should be SOP, not special process."

"Overstepping of authority with plans check. Unpublished rules, rules out of blue, personal preferences VS published standards. Comments not supported by ordinances. Inspection processes; inspectors have hands way too tied. Cannot be flexible when minor changes that don't affect public safety or impact structural or items that don't require engineer – engineers used to sign off and catch it on the as-built. Now, plan revisions are required first."

"20 years behind the hillbillies in the Ozarks." <yikes>

"Inspectors don't show up (Fire) when scheduled. Developer employees had to wait two weeks with employees having to be paid. Cost 6-7 business day delay for a final inspection."

"Final inspection, C of O coordination. All other inspectors were there, but not Fire."

"Problem when inspector disagrees with Plans check. Inspector rejects because of interpretation of code different from plans check interpretation of code."

"Consistency among plan checkers is nonexistent. Inconsistency among inspectors is also prevalent. CONSISTENCY!"

Drainage Studies, Traffic Studies & Civil Plans Focus Group

"Personal preferences in review (by the reviewers – imposing personal style in improvement plans that doesn't affect public safety or right of way). Bill – what do they say when you ask them to show you the code? Typically it ends up in an argument and they say if you want my signature you will do what I want. "

"Not how can I help, but why should I do this attitude from management all the way down. Pervasive throughout department down to plan check level – Land Development Developers must physically move the mylars between departments. No one in the city is allowed to do so, and it's only three steps between Planning (who calls for the developer to pick up the plans, then turn into Land Development). They used to do it, but don't anymore."

"After they have approved plans from Civil, they get sent off to be copied, when developers get approved plans back, they have to make more copies and then go back and resubmit even though there are copies in their plans library. They don't talk to each other."

"The departments need to communicate and TALK to each other."

"We do design, show design, they come back with changes. Then when we submit again, same plan checker wants it revised 180 degrees or back to where it was originally submitted, specifically to traffic."

"Review times are too high, last traffic study waited 2 months."

"Has been instances where tracking the study has been faulty. They will lose it. It was on someone's desk and he/she didn't realize it. Lost/slow because of misplaced studies. Back in busiest season, I would have waited 4 months, or gone to get replacement sets."

"Need access to existing, approved drainage studies. County puts previous studies online. Need the existing studies to update the current study. Have to physically research or track down the original consultants to get copies. "

"Need more communication, availability of documents, old studies online. GIS mapping, etc. "

"Generally, we feel that drainage studies go well, however, one thing that is just phenomenal – condo conversions. Make sure it complies with existing draining study, check it, except THEN they wanted us to make improvements, and lots of them. Then it became a moving target. It was the moving target problem that created a headache. Tied to the draining study putting asphalt on adjacent roads or improving sidewalks, which doesn't have anything to do with draining. The list just got longer and longer and longer. It became so much of a hassle that we stopped doing condo conversions in CLV, kept doing them in all other jurisdictions."

"Lack of communication – if studies expire, send a letter notifying developer so they can update and get a current approval letter."

"New bond estimate forms are NUTS. It is insane."

"Code is clear for storm and sewer, but is very UNCLEAR for water. Almost was written for just customer distribution of power. "

"If someone makes a call (to the 10th floor), things suddenly CHANGE."

Often LVVWD will go fill a small hole to maintain the system, Ozzie forces them to upgrade the fire hydrants by refusing them to sign, trying to blackmail them into updating the development. If necessary, they do it under emergency permit. What happens is that they agreed to reimburse LVVWD for the hydrants, but not for the installation. Installation was not even on the street where work was going. Same thing occurred for transmission, forcing updates when it is just maintenance. Can see if it's requirement of developer, but not for basic maintenance and because you are just IN the area."

"Imposing personal preference significantly delays it."

"If it is not EXACTLY as shown on the improvement, inspectors now force them to make revisions to the plan and submit it again. Cannot just show them in the as-builds. Talking submittal fees, revision times, approvals, etc. Because inspectors aren't allowed to use their knowledge."

"Letters will be sent all work is complete 3 weeks prior to permit expiration, if they don't inspect before the expiration date, we have to renew permits. They should go out within 24 hours of receipt of the request for inspection. We are told that LVVWD is treated differently, "when they get around to it" and we are as much a developer as private sector. State law says we don't have to do it, but we still do it. We are ready to go back to not bothering permits. LVVWD will not release contractor from contract obligations until the city inspects it. They are held up for 2-3 months because the city won't close out."

"Training – getting new people that still need training, we seem to have to train them. Part of the problem is that people that are reviewers have never worked in the private sector. They've been in public agencies their entire lives and don't understand; there is no sense of urgency. Complete disregard that we are trying to get a job done and make the city better and there is a developer with a load of cash who want to invest it in the

city so why does the city start with a No?

Favoritism: Lot of it is just personalities. If there are reviewers you get along with, and the plans go to that person, you'll have an easier time with it.

3.3 Staff Response to Focus Group Input

The consultant met briefly with some of the senior staff serving the DRP to discuss the collective input from the focus groups. Copies of the focus groups comments were distributed to the staff attending the meeting. Generally speaking, at least among the more vocal participants, there was a defensive rather than introspective reaction. Despite the fact that some of the focus group comments may be in error or based on a misunderstanding of the facts the DRP staff is encouraged to look at them in an effort to understand how the development community (at least those who attended the focus group meetings) feels about development issues in general. The minutes of this meeting are contained in Appendix D Staff Responses to Focus Group Input.

As the Project Manager, Implementation Committee and Oversight Committee (discussed in Chapter 5 Plan of Action Plan) examine the focus group input it is important that they understand that this is how the customers feel, despite the fact that they may have a built-in biases, self-serving agenda or that they may just be flat wrong. In any private sector setting this type of customer feedback would be considered alarming and given maximum attention by all levels of management. Whether it is a real problem, or a perception, it merits attention.

3.4 Input From Las Vegas AIA

A white paper prepared by the Las Vegas AIA addressing its concerns regarding the DRP and offering ideas for change is included in Appendix E Las Vegas AIA Input. Written by the professionals who are very involved with the DRP, this document identifies some of the specific concerns of the design community and is worthy of the reader's attention. The categories of concern are:

- Professional Leadership;

- Appeals Processes
- Regional Consistency;
- Unpublished Interpretations;
- Superfluous Information Required on Drawings;
- Performance Criteria Not Accepted;
- Cultural Issues;
- Fire Sprinkler Retrofit Ordinance;
- Planning Staff Lacks Authority to do their Jobs Efficiently; and,
- Superfluous Layers in the Submittal Process.

It is important to note that the Las Vegas AIA comments pertaining to leadership are not directed toward the current Building and Safety Director. Rather it is directed toward what AIA Las Vegas describes as a "start from no" and its "my way or the highway" viewpoint that it believes is held by the department's mid-managers. In fact, the director is viewed as a competent administrator who has reached out to the customers his department serves.

3.5 Changing the Way the DRP is Managed

The DRP is by necessity a process of conflict. There will always be a dynamic tension between the development customer and those responsible for regulating them. Since the late 60's and early 70's the management of land development has, for the most part, centered on the enforcement of regulations. It was the way things were done in that era and that approach has profoundly influenced the way cities handle the development review process today. Time is money even for the public sector. Multiple, overlapping, uncoordinated approval processes increase a city's administrative costs. It takes but a minimum amount of study time to realize that a significant amount of the City's DRP staff time is devoted to dealing with breakdowns in the process. Lost plans, confusion between departments and dropped balls create unnecessary work that taxes the revenue sources of the DRP. There are also political, economic and

organizational consequences to the system slippage problems. When a municipality's well compensated planners, engineers and other development review professionals are involved in any sort of process "muddling," it inherently results in higher costs to the consumer. It is for these reasons that streamlining the development review process at the local level is tackled by scores of cities and counties every year in an attempt to make the process more efficient. Those in charge of a city's development process should constantly be asking themselves:

1. Is the development regulation, policy or practice necessary?
2. If necessary, is the regulation, policy or practice being prosecuted as efficiently and consistently as possible?
3. Does over-the-top service accompany the administration of the regulation, policy or practice?

Over time two factors dominated the way local governments managed land development applications, from re-modeling to large multi-use projects. Despite loud and consistent demands for efficiency and less bureaucracy from various forces in the building industry, more regulations, rules and requirements were "stacked on" anyone wanting to build just about anything in the United States. As national building codes were updated and amended, the processing and enforcement requirements became more complex, difficult and therefore costly.

The second factor is that the development applicant, fixer-upper or mega-builder, in a real way became the enemy of the municipality's guardians of the process – the planners, engineers, plans examiners and inspectors. The prevailing relationship was at best semi-adversarial and a negative tension generally existed between the development community and the overseers at city hall. For the most part, the strong degree of push-back by the professional staff can be attributed to how it has long viewed its role. The local government urban planner, land development engineer, plans examiner and inspectional people have been trained to serve the better interests of the community, not those of the

developer who is driven by the profit motive and ever rising costs, the greatest of which is time. Rarely does the best interest concept include the importance of economic development and sustainability. There was also the not so subtle view by the processing bureaucracy that since the developer is "making the big bucks" it was OK for them to run up the costs associated with the review process. That attitude is unfortunately a strong cultural force at certain points in the City's DRP, illustrated by this comment from a key mid-manager. "We are giving the builders the opportunity to make a lot of money by permitting and inspecting his property so whatever the problem is, it's basically his."

In too many instances the DRP approval process is a long and costly kaleidoscopic effort. While unquestionably necessary, the DRP path in most jurisdictions has become troublesome, slow and costly. At the end of the day, whatever time it takes to do necessary "processing" adds significantly to the cost of the project. Ultimately, it is the owner who pays the price.
The wingspan of processing impact is wide – from the smallest single-family remodel to a mega master development. Builders and developers of all types of housing, and more importantly potential homeowners, are all affected by the increasingly high costs of developing land for home construction. Builders and developers must pay interest each month on the money they borrow to buy land, hold it until approvals are obtained, and eventually build homes on the land. Although the estimates vary, studies such as those conducted by the National Council of States on Building Codes and Standards generally agree that every month of delay in the approval process adds close to 2 percent to the final price of a home.

The direct and indirect costs that stem from the delay and uncertainty associated with lengthy and complex approval procedures; numerous and often conflicting resource protection standards; and fees assessed on development are true costs that add to the consumer's price of a home. These additional costs have the

potential to affect not just eventual product cost, but, and even more so in this era of economic meltdowns, project feasibility. The proportion of total costs that processing delays and uncertainty add is even greater for more affordably priced housing, fundamentally affecting who can afford to purchase a home.

At a broader level, such impacts on housing affordability have social equity implications. As the National Council of States on Building Codes and Standards (NCSBCS) notes in its report, *Making Housing Affordable: Breaking Down Regulatory Barriers; A Self-Assessment Guide for States*, "Regulatory barriers that unnecessarily raise the cost of housing or limit the supply of affordable housing have pernicious effects on our society, especially on those who do not have the wealth to live wherever they want. Where you live - where you are able to live - provides you not only with access to jobs but also access to quality of education." Put a different way, as the development processing costs increase, the number of qualifying buyers at the core of society diminishes even more dramatically. Few in the DRP staff take this into consideration when they perform their role in the complex process of managing the development of land in the City. More often than not they see themselves as regulators rather than social engineers who have the ability to influence affordable housing opportunities in the community.

3.6 Summary and Assessment

For years prior to the current economic decline that will change the land development process forever across the country, builders in Southern Nevada had the financial wherewithal and time to work their way through a cumbersome development review process. There was so much demand backed up in the pipeline that they were pretty much willing to accept time delays, inconsistent code application, poor process management, personal preferences by the staff and lost documents as the price they needed to pay to "stay and play." In the

end the inefficiencies of the development review process by the municipalities were levied against the final owners and/or users of the property – homeowners, small businesses, etc. But now, in a very real way, the City of Las Vegas' development community needs a DRP that:

1. Uses doable and performance-based codes;
2. Publishes and adhere to in-house policies and practices;
3. Is consistent in the application of codes;
4. Is predictable; and,
5. Offers a faster and fairer appeal process.

We are now finding that because of the upheaval in the economy, particularly with respect to land development, *predictability* has emerged as one of the development customer's prime concerns. Before the current economic problems emerged, time was equal to *a lot* of money, and therefore it was apparent how meaningful the time savings was to the development community. Now that time is not as valuable, the same thing is still critical, but it is referred to as predictability because very little is predictable in the land development world today – not the market, not the value of land, not the ability to finance, etc. What the Las Vegas development community now needs, far more than before, from the City's DRP is the predictability that will give developers the ability to respond quickly to changes in plans that are mandated by changing financing requirements.

What the land development customer wants now is HELP! – genuine help moving a project through the submittal, review, revision, approval inspection, licensing and occupancy steps of the DRP. The customers want to be engaged as positive partners in the development of the City and while they recognize that the DRP staff has the greater good responsibility, they resent being viewed as the enemy.

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Chapter 4
The Core Issues

4.1 Introduction

This comment made by a long-standing member of the Las Vegas Development community is both insightful and instructive with respect to the industry's skepticism that the DRP will not change appreciably as a result of this study.

> *"We have been working with at least 5 city managers who sought to turn this culture thing around and were not able to. This is good news someone is looking from the outside."*

Recognizing what the core issues are is critical to understanding the elements of the Chapter 5 Action Plan and the recommendations identified in Chapter 6 Findings and Recommendations. The purpose of this background chapter is to help the reader understand the individual recommendations and implementation process discussed in the final two chapters of this report. The three core issues that must be dealt with are:

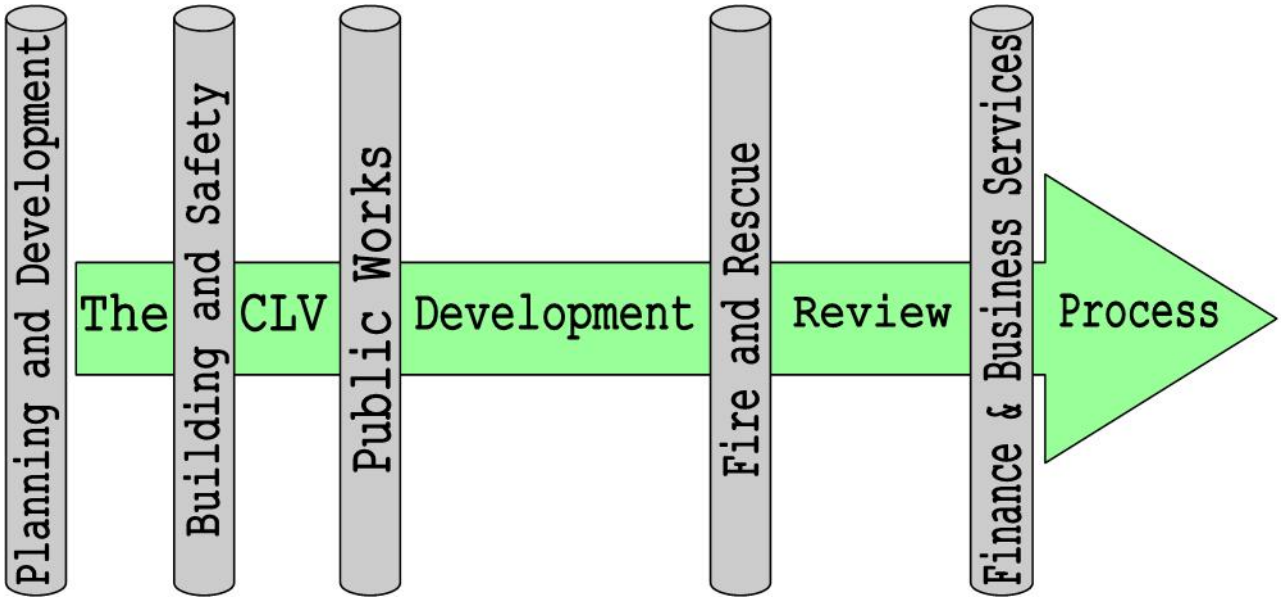
1. The departmental silo effect;
2. The organizational culture surrounding the DRP work place; and,
3. Re-engineering more efficiency into the DRP.

These three core issues are discussed in the next three sections of the report.

4.2 Departmental Silos

The customer has to work his/her way through at least five functional silos in the DRP – the Departments of Planning and Development, Building and Safety, Fire and Rescue, Public Works and Finance. Exhibit 4.1 illustrates this.

Exhibit 4.1
City of Las Vegas' Development Review Process Silos



A silo is a metaphor for organizational units that contain their own management team and talent and lack the motivation to work as well with other silo organizations as they do within their own work units. Virtually all large organizations are collections of silos. The City of Las Vegas is a collection of service silos, with many of the departmental silos having silos within silos. For example, even though the Fire and Rescue and Public Works Departments are responsible for certain aspects of the DRP, each has a different primary mission and is structured accordingly. The same is true for the Building and Safety, Planning and Development and Finance and Business Services Departments.

Because of the functional silos and different organizational culture there will be pushback by the organization as it attempts to facilitate the management and processing of land development. While in simple terms the solution is the development of silo-spanning initiatives and the "right" organizational culture for efficient development processing, the fact is, most organizations that are trying to improve their DRP focus on the mechanical aspects of the process. In other words, they try to connect the dots in the application process in a more timely and smoother way. Efficiency studies are followed by directives to eliminate a step, consolidate a function, better software, enhanced technology, etc. While necessary and important (this report will identify some specific efficiency measures), these operational adjustments can only yield so much. In order to optimize the efficiency of its DRP, the City of Las Vegas will find it necessary to reduce the silo isolation among the development related departments, and create a more unified and positive organizational culture for the individual department's development review personnel to work in.

4.3 Organizational Culture

The purpose of this section is to explain in more detail what organizational culture is, and how it affects the operational change attempt that will be necessary to improve the DRP, what the exiting cultures of the DRP departments appear to be, and discusses a way that the organizational culture surrounding the DRP might be diagnosed and changed. Each of the City of Las Vegas' departments having responsibility for the DRP has different and distinct organizational cultures. When sub-cultures within an organization compete or are in conflict with other sub-cultures, there is no way that optimum efficiency can be achieved.

How things get done, what is important, and what has priority in the Fire Department is substantially different than is the case of the Public Works Department. Even the Building and Safety and the Planning and Development

Departments, which are devoted exclusively to managing the land development process, have different organizational cultures. Some of the organizational sub-culture culture differences in each department that a project or application must contend with in the DRP are:

- Dominate characteristics (safety is a more dominate issue in the Fire and Rescue Department than it is in the Finance and Business Services Department);
- Strategic Emphasis;
- Management of employees;
- Departmental leadership;
- Criteria for success; and,
- Department glue (what holds the department together).

Without the necessary attention given to modifying the DRP organizational culture, any attempt to implement the "efficiency" recommendations necessary to make the process work better identified in Chapter 6 Findings and Recommendations will be seriously inhibited. There is overwhelming academic research and case-in-point evidence that when organizations implement quality initiatives such as re-engineering, TQM and downsizing *without* an accompanied fundamental change in the culture of the organization, there is less than desired enduring improvement in organizational performance. A primary reason for the failure of so many efforts to improve organizational effectiveness, which is the purpose of the *Development Review Process Efficiency Analysis,* is that, whereas the tools and techniques may be present and the change strategy implemented with vigor, *failure occurs because the fundamental culture of the organization remains the same.* Organizations that have used the one dimension approach to implementing quality initiatives in order to enhance effectiveness have fallen short of the desired mark.

Conversely, there is almost no evidence that supports the theory that re-engineering alone, or any other such quality initiative, is enough to achieve desirable change. It has been this consultant's experience, as operational managers of large and small public organizations and efficiency consultants to the public and private sectors, when the procedure was treated as a technique or program of change, not as a fundamental shift in the organization's direction values and culture, little long-term gains were made.

The bottom line is that the successful implementation of the *Development Review Process Efficiency Analysis'* recommendations will also require that the improvement strategies be deeply embedded in a workplace culture change. What this will require is a systematic culture diagnosis and change from the current state of the organizational culture to a preferred culture for the future.

According to Cameron and Quinn, two University of Michigan professors who have studied organizational culture in businesses, the dependence of organizational improvement on culture change is due to the fact that when the values, orientations, definitions, and goals stay constant - even when procedures and strategies are altered - the organization returns quickly to the status quo. Without an alteration of the fundamental goals, values, and expectations of the organization, change remains superficial and short-term in duration. And failed attempts to change, unfortunately, frequently produce cynicism, frustration, loss of trust, and deterioration in morale among organization members.

The reason organizational culture is typically ignored as an important factor in accounting for organizational performance is that it refers to the taken-for-granted values, underlying assumptions, expectations, and definitions present in an organization. It represents "how things are around here." It reflects the prevailing ideology that people carry inside their heads. It conveys a sense of identity to employees, provides unwritten and, often, unspoken guidelines for

how to get along in the organization, and enhances the stability of the social system that they experience. Unfortunately, people are unaware of their culture until it is challenged, until they experience a new culture, or until it is made overt and explicit through, for example, a framework or model. Culture was ignored for so long by managers and scholars because it is simply undetectable most of the time.

An excerpt from a letter co-written by the AIA Las Vegas Executive Director and Chairman of the Codes Committee offers an insightful view regarding the importance of culture as it pertains to the DRP.

> **8.** "**The Culture Challenge**. The City Building Department can at times be somewhat difficult and unhelpful. Design professionals often feel it's an 'us against them' mentality. It is difficult to understand why the City Building Department doesn't embrace more of a team approach with the Las Vegas development community. We desperately need a strong and sincere commitment to "customer services." This would represent a dramatic cultural shift within the building department, and would position us to address all our issues together. The current culture has been institutionalized, as deeply engrained, **but if we can 'fix' just this one problem, we believe all the others would fix themselves** (emphasis ours)**."**

Inside the DRP departmental organizations are additional sub-units and functional groups (inspectors, plans examiners, engineers, planners, etc.) that reflect their own unique cultures. Routine difficulties in coordinating and integrating processes or departmental activities are often a result of culture clashes among different subunits. One reason is that each different unit often has developed its own perspective, its own set of values, its own culture. These cultural differences can fragment an organization and make high levels of effectiveness impossible to achieve.

A strong, positive culture is a powerful management lever for guiding behavior because it helps employees do their jobs in two ways. First, a strong culture is a system of informal rules that spells out how employees, supervisors and

managers are to behave. By knowing what is expected of them, employees will waste little time in deciding how to act in a given situation. Second, a strong and positive culture enables people to feel better about what they do, so they are more likely to work harder. It is estimated that an organization can gain as much as two hours of productivity and increased efficiency per employee per day with a strong, positive organizational culture. Because workplace culture has such a profound effect on employees and their productivity, a negative culture will greatly diminish the organization's capacity for performance. For these reasons the solution to many problems within an organization can be solved by modifying the culture of the organization, a challenge but nevertheless a requirement to effectuate real change. Exhibit 4.2 lists some of the traits that are associated with a positive organizational culture of a government agency.

Exhibit 4.2
Traits Associated with Positive Organizational Culture

- Meeting deadlines is expected by everyone
- All staff, including managers, are held accountable for their actions
- Customers deserve the best of treatment
- The workplace atmosphere is professional
- The staff take pride in its ability to work as a team
- Gossip, favoritism and complaining are rare
- Work product excellence is the norm
- Supervisors and managers help their charges deal with personal problems
- Continued education and training is encouraged
- The organization's mission is understood
- Information is shared

Exhibit 4.3 on the following page identifies some of the workplace traits that are associated with the culture of a government agency that is negative. If these traits exist in the DRP they need to be modified to more positive traits.

Exhibit 4.3
Traits Associated with Negative Organizational Culture

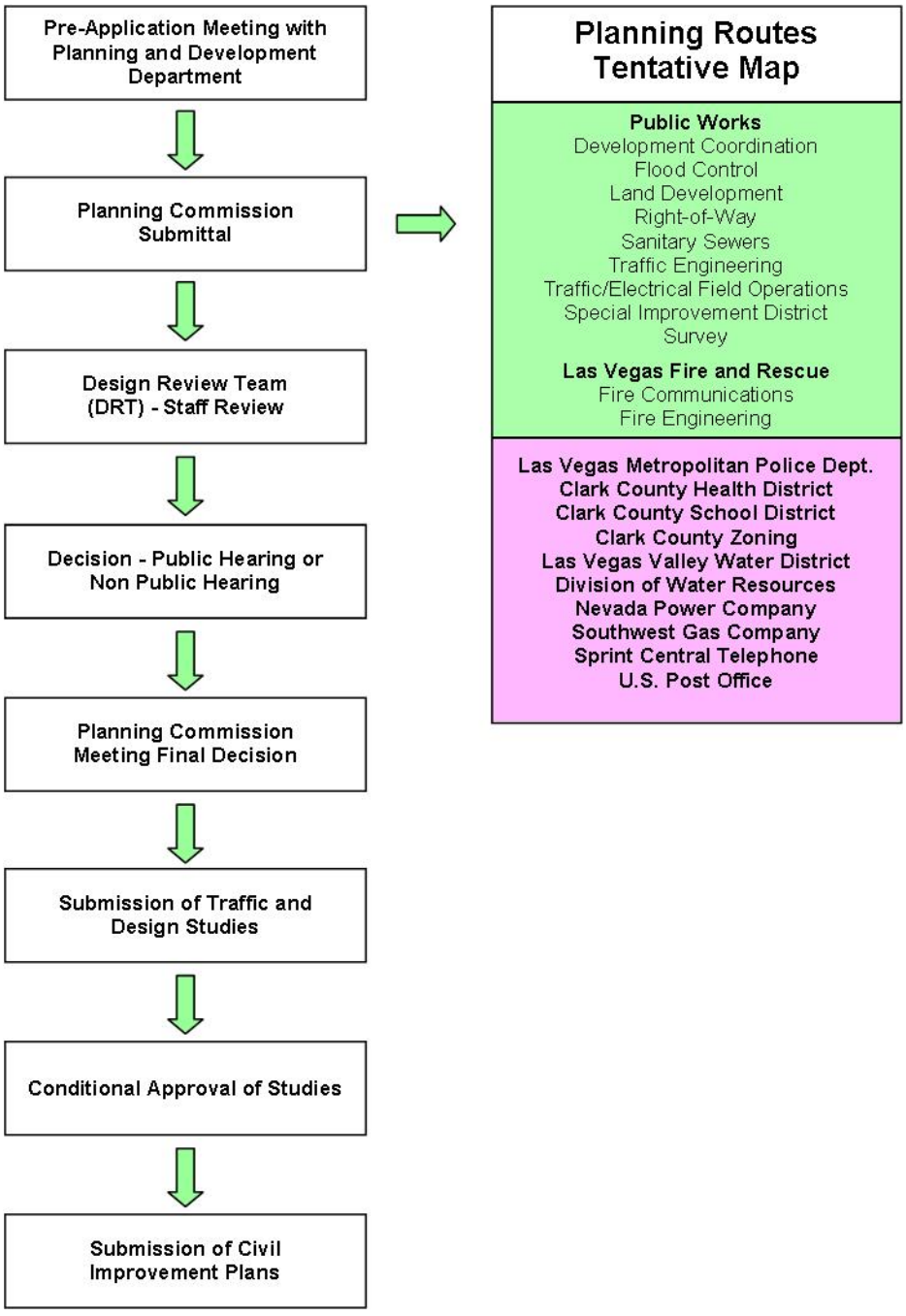
- Conflicting direction is not unusual
- Some employees are treated better than others
- Performance objectives are unclear
- Management is not open to employee suggestions
- Buck passing is the norm
- Performance compliments are rare
- There is little delegation of authority
- Employees come and go as they please
- The promotional process is unclear
- Supervisors work “bankers hours”
- Written rules are vague and used selectively
- Vacations and business trips have priority over schedules and deadlines

The key to the successful implementation of the changes identified in Chapter 6 Findings and Recommendations is the positive modification of the organizational culture surrounding the DRP. Doing this will be as important as making the structural and operational changes necessary to improve efficiency.

4.4 The Process

On paper the design of the City’s DRP is easy to follow and clearly identifies the sequence of events that must take place. This is illustrated in Exhibit 4.4 on the next page. In reality, at least it is a complicated exercise involving many people, the coordination of activities and sometimes complicated decision-making. The situation is further exacerbated because the process often includes the necessity of incorporating the rules and regulations of other governmental jurisdictions whose interest can be different that the City’s. When a wheel falls off in the DRP, internal or external, it is a nightmare for the customer.

Exhibit 4.5
The Development Review Process (Tentative Map Schedule)



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Chapter 5
Plan of Action

5.1 Introduction

In the next chapter we proposed ninety-five interrelated opportunities to improve the way in which the City of Las Vegas manages and carries out its Development Review Process (DPR). And, it is likely that this number will increase with a deeper dig by the staff assigned to work on this project.. In order to do more than just clean sand out of the DRP's gearbox, a successful outcome will be dependent upon the comprehensiveness of the actions taken in response to the findings and recommendations. Improving the City's DRP will require a three-pronged approach by management that needs to focus on:

1. Spanning the development related departments silos;
2. Changing the organizational culture to one that is customer driven; and,
3. Making the processing system seamless.

Experience and research tells us that there are certain common characteristics found in a well-run and highly efficient municipal land development review process. They are:

- A single position that is "in charge" of the DRP at the hands-on management level;

- A commitment to delivering services that match the community's expectations;
- Customer-focused services;
- Transparency;
- Reliance on high-functioning technology; and,
- Information technology support personnel that understand how things are done in the DRP.

The recommendations in the previous chapter and the implementation plan discussed in this chapter of the *Development Review Process Efficiency Analysis* are designed to incorporate these six characteristics in the City's DRP, and transition the DRP from an enforcement agency steeped in a plodding, bureaucratic culture to one which is a partner with its customers in the development community. Exhibit 5.1 illustrates this concept.

EXHIBIT V
CLV DRP Organizational Transformation Effort

5.2 Implementation Plan

What is required is a robust, workable plan of action that finds equilibrium between the responsibilities of the department directors who manage the various development related departments, and the Deputy City Manager responsible for development activities (DCM-D). The implementation of this report's recommendations should take place under a formalized project management umbrella. The issues that need to be addressed are too important, too complex and require too much coordination and facilitation to be independently assigned to busy department directors. An aggressive timeline for substantially completing all of the recommendations selected for implementation must be set and the assignment of accountability and responsibility of "who does what" specifically articulated. Some critical steps in the change process of a bureaucracy such as the City's DRP are:

- Identifying the need or opportunity for change;
- Assessing the odds for success;
- Creating a plan for attainment;
- Communicating the new change(s), repeatedly;
- Getting rid of obstacles preventing the change; and,
- Anchoring the change in the organization's new culture.

The goal of greater DRP efficiency will require much more than simply airbrushing together a series of box-connecting flow charts and installing some new procedures. Achieving a seamless process will necessitate significant planning before, and aggressive execution during the implementation phase. To be successful, this undertaking will require the appointment of a Project Manager, an Implementation Committee and an Oversight Committee. Their roles are explained in the following.

The Project Manager needs to be a department director who can drive the implementation with enthusiasm and vigor for a 90-180 day period, and then continue to actively press against the bureaucratic resistance that will emerge. Knowledge of the DRP and its staffing, ability to work with others, a real commitment to customer service and the willingness to make change and encourage others to accept it are among the attributes needed by the Project Manager. The Project Manager should report directly to the DCM-D and also play a significant role on the Implementation Committee. A formal project management methodology needs to be established so that the Project Manager can simultaneously manage the four elements of a project:

1. Resources – staff, technology, equipment, materials;
2. Time – task durations, dependencies, critical path;
3. Money – costs, contingencies, short and long-term gains; and,
4. Scope – project size, goal requirements.

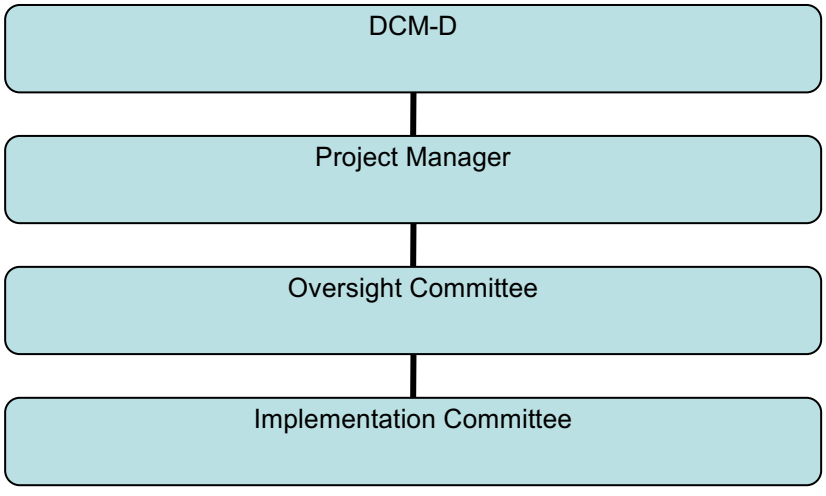
A working Implementation Committee that meets on a weekly basis to help the project manager prioritize, implement and monitor the changes necessary to make the City's DRP more efficient and customer friendly needs to be appointed by the DCM-D. This committee should be comprised of those qualified mid-managers, supervisors and front-line senior staff who are sufficiently insightful, knowledgeable and *willing to make changes.* They need to understand that the City's economic future, to a great extent, will depend on how well the DRP gets adjusted so it might fit into the new world order of land development. There is no place at this table for old-school bureaucrats no matter how technically competent they are. Members of the Implementation Committee will do much of the fact-finding and feasibility analysis necessary to convert the consultant's recommendations into formal practices and procedures. The more people who are involved with this challenge, be they members of the Implementation Committee or other staff engaged in the study or review of a specific

recommendation(s), the better the likelihood for internal acceptance, which is the foundation of change in any organization.

In order to assist with the implementation of the study's recommendations, an Oversight Committee comprised of the directors of the development review related departments and the Directors of Information Technology and Human Resources should be created. This committee, also chaired by the Project Manager, should meet on a monthly basis for the purpose of reviewing and guiding the progress being made by the Project Manager and Implementation Committee.

Exhibit 5.2 illustrates the structural relationship between the DCM-D, Project Manager, Implementation Committee and Oversight Committee with respect to the mission of implementing the efficiency recommendations. Once the implementation effort has been completed the Oversight Committee can be disbanded unless the DRP is structured for administration and operations under the collaborative concept discussed later in this chapter and illustrated in Exhibit 5.6

Exhibit 5.2
Implementation Project Organization Structure



5.3 Spanning the DRP Silos

As previously discussed in Chapter 4 The Core Issues, there are five department silos that need to be spanned. So long as the development related departments continue to operate in relative isolation and without an over-all and active boss of the DRP, the process will remain fractured, uncoordinated, inefficient and therefore more expensive than necessary. The critical structural issues that need to be addressed with respect to silo-spanning in any organization are: (A) Placing the silos under a single qualified administrator; and, (B) Minimizing the number of silos reporting to the administrator.

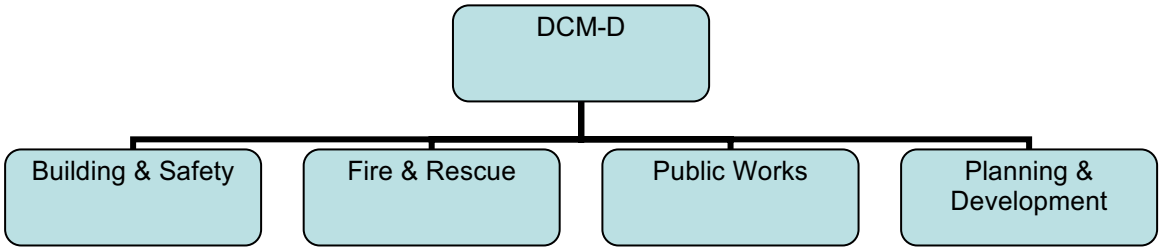
The City's recent decision to place most (four of the five) of the development related departments under a single Deputy City Manager who has substantial experience with development matters is a gigantic step in the right direction. In fact, it gives the City for the first time in years the real opportunity to radically improve the DRP to the level expected by the City Manager. This decision inserts at the proper level of the City's chain of command a position with the sufficient authority to take complete charge of the DRP, including the implementation of this report's findings and recommendations. However, and to an extent which cannot be over-emphasized, the DCM-D must have *enough time* to oversee the changes necessary to increase the efficiency of the DRP. The implementation effort necessary to make the changes recommended in the *Development Review Process Efficiency Analysis* are extremely challenging and will require much of the DCM-D's time and attention for the next 90 -180 days.

The organizational structuring options and models discussed in the following pages are based on the *time availability* of the DCM-D to implement the report's recommendations as well as those which emerge from the involvement of the Implementation Committee. Without the time necessary to actively participate in

process that will result in many meetings, discussions and research, the DCM-D will not be able to be engaged to the extent necessary.

If the DCM-D can devote a sufficient amount of his available time toward the implementation of the report's recommendations, including the difficult challenge of beginning to change the DRP culture, then there may be no need to change the existing organizational structure that reports to the DCM-D. Exhibit 5.3 on the next page illustrates the current reporting relationship of the development related departments.

Exhibit 5.3
Current Development Related Departmental Structure

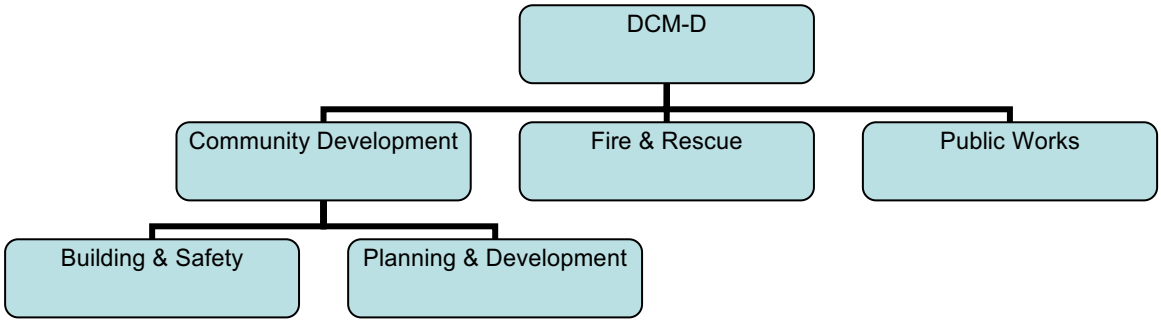


Note – The other DRP related work unit, Business Licensing, is a division of the Finances and Business Services Department.

But, if DCM-D's time is limited, then two "merger" options for minimizing the departmental silos should be considered. They are:

Option A – Merge the Planning and Development Department with the Building and Safety Department into a Community Development Department. This is a common consolidation of development functions and services in a municipality and with a qualified department director in charge there is no reason why it would not be successful for the City of Las Vegas. Even with the consolidation of these two functions, the newly created a Community Development Department is manageable in terms of size and activities. There is no significant downside or risk with this organizational structure and it offers the City the opportunity to further reduce its DRP staff. Exhibit 5.4 on the next page illustrates how this reorganization will reduce the number of departments in the DRP.

Exhibit 5.4
Building and Safety Merger with Planning and Development

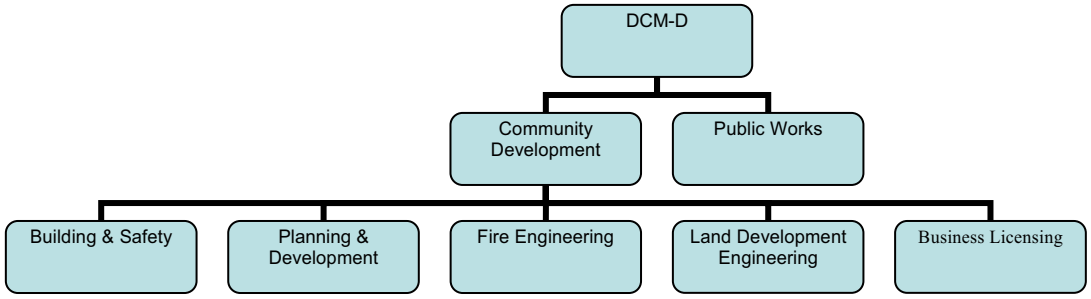


Option B – Merge the Planning and Development Department and Building and Safety Department with Fire Engineering, Land Development and Business Licensing to create a Community Services Department.

This restructuring would integrate all of the DRP activities with the exception of Business Licensing under the direction of a single department director. While fire departments often take the proprietary view that only they can effectively supervise the fire engineering and inspections related to land development; and public works departments might argue that only they can supervise the civil engineering related to land development, the fact is that a qualified department director who is supported with technically qualified managers in charge of building and safety, planning and development, fire engineer and land development engineering can supervise and manage quite efficiently. This organizational structure has three advantages. The first is that it puts most of the DRP work units into a single organization dedicated to a seamless process. Second, it would give the DCM-D more time to devote to other challenges and activities that the CMO is involved with. The third gain is that it would allow three of the organization's busiest department directors, the Fire and Rescue Chief, Public Works Director and Finance and Business Services Director more time to focus on the main mission of their large departments.

Exhibit 5.5 on the next page illustrates how this merger would reduce the number of departments involved in the DRP.

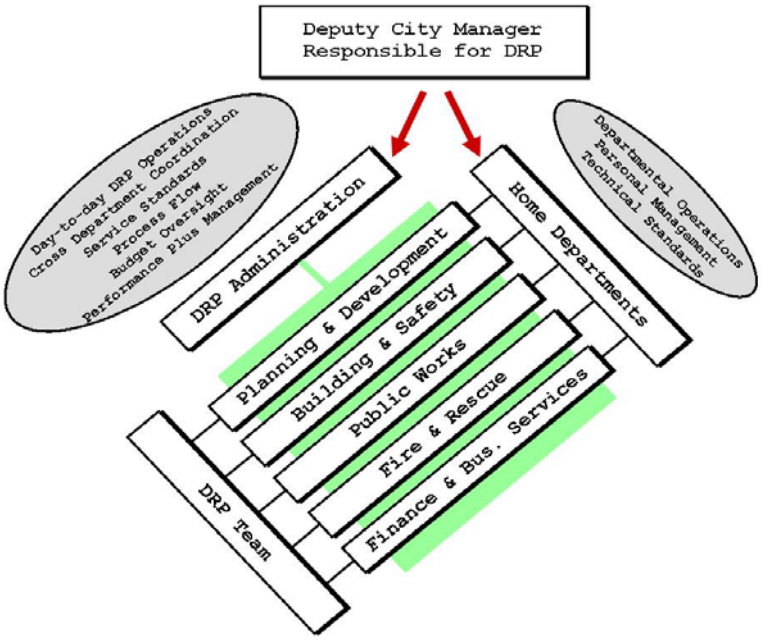
Exhibit 5.5
Building and Safety, Planning and Development, Fire Engineering, Land Development Engineering and Business Licensing Merger



Finally, if structuring and re-structuring discussed in the above, then a "collaborative" management model should be considered. This collaborative approach is designed to better coordinate the management of the DRP without either restructuring or merging departments or elements of departments. The intent of this option is to successfully span the development review departmental silos with a senior manager (referred to in Exhibit 5.6 as DRP Administration) who is positioned in the chain of command between the DCM-D and the department directors. This position functions as the "coordinator" of the DRP. If this model is used, then the "home department" directors serve as the Oversight Committee and remain responsible for departmental operations, personnel and the technical standards used in the DRP. The DRP Administration position would be responsible for cross-department coordination, managing the Development Services Center, service standards, process flow, budget oversight and the Performance Plus measures related to the DRP.

Exhibit 5.6 on the next page illustrates the organization as it would look under the Collaborative Organization Structure for the DRP.

Exhibit 5.6
Collaborative Organizational Structure for the DRP



5.4 Changing the DRP's Organizational Culture and Making the Process a Seamless System

Once decisions have been made regarding the way in which the DRP work units will be structured and the implementation plan designed, then the other two elements of this comprehensive problem-solving challenge – organizational culture modification and processing system changes – can be dealt with in a logical and comprehensive manner. Recommendations for accomplishing this are contained in Chapter 6 Findings and Recommendations. The Project Manager, Oversight Committee and Implementation Committee, working under the direction of the DCM-D should do the following with respect to the recommendations:

1. Determine which recommendations do not need implementation;

2. Decide which ones need additional study before a rejection/acceptance decision is made;
3. Prioritize the remaining recommendations;
4. Assign implementation responsibility to specific individuals;
5. Set the deadlines for completion; and,
6. Meet on a regular basis until the implementation effort has been completed (weekly for the Implementation Committee and monthly for the Oversight Committee) to:

    - Monitor progress; and,
    - Consider DRP staffing reductions on the individual and collective basis of the recommendations that are implemented.

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Chapter 6
Findings and Recommendations

6.1 Introduction

These findings should not be interpreted as a negative view of any department associated with the development review process (DRP) but rather as *opportunities for improvement* that came about as a result of the staff's ideas, customer input and analysis by the consultants. Nor should the reader ignore the recognition that for the past two decades the staff has effectively processed thousands of applications that have contributed immensely to the safe development of the City and the enablement of its economic engine.

It is also important to understand that for the past years there has been so much development in the City of Las Vegas that the staff didn't have the time or resources needed to focus on making the system more efficient. Faced with the daily challenge of processing more and more, the time to fix the system didn't exist. Time constraints reduced the ability of the staff to actually study many of the known processing problems and then consider the different ways to resolve them. Corrections and adaptations were made on the run and against the ever-pressing workload coming through the pipeline. Now, the dramatic decline in development gives the City an opportunity to study these findings and the others

that will emerge during the implementation process so that the necessary changes can be made.

Understanding the context in which these findings and their recommendations are presented is imperative to understanding what the problem is. The problem is an out of sync *processing system* that is driven by a management philosophy that is "old school" and enforcement centric. The problem is not, for example, that the plan examiners lack skills or the inspectors aren't sufficiently trained but rather the *exchange* of knowledge and information as an application moves through the process. It is similar to having very fast runners on a 440 relay team who have trouble handing-off the baton. No matter how fast each runner is, the team can't effectively compete until it gets get the three baton exchanges in every race right.

The vast majority of these findings were identified by the employees who work in the DRP. When a department director tells you that, "Tracking down a project in the process requires checking in with a lot of people," and a mid-manager is insulted rather than being just a bit embarrassed or concerned by information the City solicited from the development community, the case for a serious change in operational dynamics is no longer arguable. It is also important to recognize that these findings relate to the DRP as a ***process*** rather than how individual departments function. The findings are organized into four categories:

- Process and process management;
- Organization structure, supervision and management;
- Technology, business systems and performance measures; and,
- Organizational culture and customer service.

The focus of the *Development Review Process Efficiency Analysis* was restricted to the way in which land development is managed from initial application to

occupancy approval and in some cases, business license approval. Although not within the scope of this analysis, it is appropriate to mention that there is solid evidence that for the most part the individual departments are performing at a high level with respect to their independent missions. DRP intra-departmental efficiency is much higher than inter-departmental DRP activities.

The recommendations contained in this chapter are intended to help transform the DRP into a cohesive customer driven entity that subscribes to certain values, makes decisions on the basis of facts and operates within a definable business structure. If they are implemented in a timely and comprehensive manner there exists the real opportunity to significantly reduce the DPR staff (with the Building and Safety Department being the exception). The Building and Safety Department has already reduced its workforce to the point it actually needs more staffing. The intended outcomes of implementing these recommendations are:

- Quality construction in the City of Las Vegas;
- Comprehensive reviews;
- Correct sequencing for processing project documents;
- Accessible information;
- Timeliness and responsiveness;
- Simplicity;
- Low cost, perceived value;
- Consistency and predictability;
- Accountability; and,
- Safe buildings.

The consultant's recommendations for each finding are included in the next three sections of the report. It is important to recognize that these recommendations are included as a starting point for the Implementation Committee. Given the knowledge base and DRP experience of the Implementation Committee

members, it is expected that the recommendations will be expanded to a greater level of detail.

6.2 Process and Process Management

Finding No. 1 – There is no identifiable position responsible for tracking and moving an application or project through the DRP.

> **Recommendation** – All submissions that enter the DRP process should be assigned to a specific person/position responsible for monitoring the efficient review of the documents through the system. Many of the uncoordinated reviews in the existing entitlement phase create a time consuming "conga line" effect. An example would be the developer who submits a utility plan to Land Development in which the utility box locations have been determined by either Nevada Power or the applicant. If the plans are not routed to the Planning and Development Department at the appropriate time there is no opportunity for its review until after the installation takes place and the inspectors note that the utility box locations are not in compliance with the code.

Finding No. 2 – Changes in policies, code interpretations and the way things are done are not always effectively communicated with the development community or other DRP staff on any sort of regular basis.

> **Recommendation** – Develop an administrative process to publish and distribute (hardcopy and electronically) changes in code interpretations, policies and procedures in a timely manner. These changes without notice inevitably result in higher costs when the design community has to redesign and the builder has to re-build. It is also costly in terms of the staffs' time necessary to administer unpublished changes. A model for this is the Building and Safety Department's recent adoption of publishing, both electronically and hardcopy, all changes made upon review by its internal code and policy interpretation committee and the current effort of including them on the City's website.

Finding No. 3 – The City's entitlement process with respect to Special Use Permits pushes the decision making process up to the council on an all too frequent basis. This is one of the highest time consumers in the DRP.

> **Recommendation** – Use the recommendations made by the Planning and Development Director in the TXT-23848 Staff Report dated September 13, 2007 as the basis for improving the entitlement process. This well thought out recommendation would allow Planning Commission

to take final action on most Special Use Permits. The consequence of this practice, which is generally consistent with the other jurisdictions in the region, would reduce the timeframe for the approval process, and the amount of staff time spent processing applications (thousands of staff hours are dedicated to this annually). It would also allow the city council to devote more time to other pressing matters.

Finding No. 4 – The plans check process is more sequential than concurrent.

Recommendation – Re-engineer the DRP so that plans, to the extent possible, move concurrently among the City's work units. A requisite for this change is determining how many sets of plans are required for a simultaneous review at the various points in the process, and developing an effective system that tracks and records results of land use approvals, study reviews, plans reviews, etc. An appropriate Performance Plus metric(s) should be devised to measure the degree to which concurrent plan review is occurring. Acquiring the electronic plans submittal technology discussed in Finding No. 72.

Finding No. 5 – There is no single comprehensive desk manual that explains the DRP.

Recommendation – Task a qualified staff member(s) to write a comprehensive desk manual. This manual should arrange the development components from broader requirements to more technical subject matter and the identification of permitted land uses and classifications. It should clearly describe the entitlement process; property improvement regulations and criteria for developing real estate parcels; building safety regulations and construction standards that apply to structural integrity and livability; off-site improvement regulations for designing, maintaining streets, utilities and municipal infrastructure systems; and business licensing requirements. This manual should also reference the construction standards and provide for the inclusion of recent code and appendix changes.

Finding No. 6 – The value of the bonds posted on some of the uncompleted projects is substantially less than the cost of the improvements necessary for completion.

Recommendation – Review the current methodology for determining the amount of bonding insurance necessary to insure that a project is completed as per the requirements imposed on it by the City. The result of "calling in" an insufficient bond on a take-over project is that the City is forced to carry some of the build-out costs.

Finding No. 7 – There is no consistency with respect to "calling in" bonds on projects that have not met their completion deadlines. The impact of this is customer frustration and the cost of the staff time needed to resolve the issue.

> **Recommendation** – Produce policies and procedures that insure a timely review and predictable action with respect to outstanding bonds. Communicate of this requirement in writing to the customer early in the process and at the appropriate point as the construction nears completion.

Finding No. 8 – Developers often claim to be unaware of the requirement of having to post a warranty bond for a completed project with public improvements.

> **Recommendation** – Aggressively communicate this requirement by the City with a timely notice toward the end of project construction. This will reduce the amount of staff time necessary to work through what is a relatively frequent and problematic customer service problem.

Finding No. 9 – As the City's inventory of undeveloped land is reduced by new construction activities, the development trend will shift to infill development and downtown projects.

> **Recommendation** – It will become necessary to entice investors to finance projects in the mature and aging sections of the City. The DRP must modify its construction and entitlement conditions to accommodate the re-building effort. As long as many other development opportunities exist in the Las Vegas valley region, developers will avoid re-build opportunities in Las Vegas because other opportunities will be less costly. To be effective, downtown development and retro-fit permitting will require a more flexible approach than is currently used by the City for new construction on open land. In addition to code changes the City needs to coalesce a special team of planners, plans examiners and inspectors who have the capacity to approach infill and redevelopment projects in new and more creative ways than currently exist. The goal of building safety needs to be augmented with the need to create economic vitality in the heart of the community. Converting mature downtown retail buildings into taverns and restaurants will require significant modification of the existing building and safety codes that while accommodating the redevelopment of existing buildings, will still protect the public's safety

Finding No. 10 – There has been no regular semi-annual or annual 360 review of the DRP.

Recommendation – Review the process on a regular basis. Those in charge of the DRP should convene a team to study the process on the basis of "are we doing things the most efficient way?" An element of this research should be the inclusion of ideas and advice from all of the employees who work in the DRP.

Finding No. 11 – DRP managers are frustrated that the City Attorney's Office opinions with respect to land use matters are inconsistent.

Recommendation – Mitigate this common problem through a formalized training and communications effort between the land use lawyers in the City Attorney's Office and mid and upper management from the development related departments who are responsible for the DRP.

Finding No. 12 – There is limited coordination between the DRP work units in the review of applications and plans.

Recommendation – Hold supervisors and mid-managers accountable for their work unit's coordination with other DRP work units. This effort should be predicated on a "zero tolerance" expectation and preceded by an effort of educating management and supervisory personnel about the details of the DRP, including where the friction points are in all of the work units.

Finding No. 13 – The codes used by the Business Licensing Division and the Planning and Development Department contain differences that impede customer service and waste staff's time. For example, a certificate of occupancy cannot be issued until the business license has been issued. When this is not a smoothly coordinated process the opening of a building can be delayed which usually is a costly and frustrating event.

Recommendation – Undertake a joint effort by the Planning and Development Department and Business Licensing Division to resolve these discrepancies and then codify the changes.

Finding No. 14 – Although generally available if one searches for it, information is not readily shared between development review departments. For example, the Development Application Process presentation is an excellent reference tool that few staff outside the Planning and Development Department know exists.

Recommendation – Use a systems analysis approach to identify the data and information that is needed on an inter-departmental basis between development review departments and make it available electronically.

Finding No. 15 – Obtaining accurate information pertaining to some of the DRP activities such as the number of plans required for a project, is sometimes difficult.

> **Recommendation** – Create the organizational structure necessary to manage information among the development related departments and the records management system necessary to efficiently collect, inventory, assess and share all pertinent DRP information.

Finding No. 16 – The Planning and Development Department annually re-inspects after issuance of the certificate of occupancy, for compliance with all requirements of Title 19 and all Conditions of Approval imposed by either City Council or the Planning Commission.

> **Recommendation** – Consider either extending the re-inspection period to 24 months or a random selection basis. While the benefits of an annual compliance inspection are obvious, the continued additions to the inventory of properties needing inspection will periodically require an increase in staff.

Finding No. 17 – There is a concern in both the development community and among the DRP staff that the frequency of plan review and inspection inconsistencies is excessive and that inspectors almost always “trump” plan examiners. This can cause a costly shut-down in the construction of a building.

> **Recommendation** – Implement the training, supervision and recordation necessary to elevate consistency and predictability to a top DRP priority. The DRP is a regulatory process, and the cornerstone of any government regulatory process is consistency in its application of regulations and requirements. Inconsistent behavior by a regulatory agency leads to public mistrust, costly mistakes that must be absorbed by the property owner and the inefficient use of staff time.

Finding No. 18 – The language in Title 19 allows for the applicant to appeal anything (when filed appropriately on the next council agenda) that the Planning and Development Department does in its review of an application.

> **Recommendation** – Limit the conditions under which an applicant can appeal. This action will improve the quality of first reviews and the amount of staff time expended recycling applications back to the City Council.

Finding No. 19 – Five separate inspections are required to close-out a project.

> **Recommendation –** Consolidate some of the close-out inspections. Because of the scheduling difficulties, staffing demands and the customer

costs associated with multiple inspections, many municipalities have consolidated at least some of their final inspection practices. While this type of effort may require additional training and will require more stringent supervisory practices, the fact is, it is a doable and commonplace industry practice. The major argument against any proposal to consolidating some of the final inspection events is the inability to remember several codes. This can be overcome with training, proper supervision and the ability to access code information from the field.

Finding No. 20 – In the single family dwelling (SFD) tract permit process it is not unusual for an application to sit for weeks waiting for offsite inspection and testing (OIT) holds to be removed.

Recommendation – Devise a system that will allow straightforward SFD projects to move ahead with the approval of the City's supervisor responsible for managing the OIT.

Finding No. 21 – Lost or misplaced plans in the Development Review Center (usually caused by removing a set of plans from the bin and not appropriately noting it) waste a considerable amount of staff time and can result in an unnecessary cost for the customer.

Recommendation – Put in place a plans management system that accurately monitors the physical location and staffing responsibility for all plans submitted to the development related departments. Other than a catastrophic event, there is no acceptable excuse for lost or misplaced plans or document submittals that have been entrusted to a government. Each lost or misplaced plan or document submittal incident should be thoroughly examined by management.

Finding No. 22 – There are occasions when unique or complex decisions are made at the plan check level without appropriate input from the inspection staff.

Recommendation – Involve inspectors with the review of unusual plans that have the potential for interpretation differences in the field. The costs related to a construction delay caused by unresolved differences between plan examiners and inspectors can be significant and should be treated as the City's responsibility.

Finding No. 23 – It is the policy of the Fire and Rescue Department not to send out inspectors if any building has only a partial pass or is not approved – even though the work for the Fire and Rescue Department's inspection is ready.

Recommendation –Change this practice so that it is more accommodative to the customer. The insistence of Fire Engineering

on its position in the order of linear review process is understandable but must be considered on the basis of the fact that it is only a component of the DRP.

Finding No. 24 –There is a need to assure that the correct occupancy designation is assigned to each business in a structure, and that development reviews are not delayed waiting for business license approval.

Recommendation – Build a system of necessary protocols in the DRP that will assign the correct occupancy designation to all business activities in structures and facilities that are being issued certificates of occupancy

Finding No. 25 – Plan review technicians have to perform a substantial amount of administrative paperwork after the customer enters their work area.

Recommendation – Minimize the amount of administrative information the plan review technician needs to collect from the customer. More efficient forms, a customer work area with necessary electronic equipment and reception assistance should be considered. The banking industry's model of assisting customers before they deal directly with a cashier is an example that might be studied.

Finding No. 26 – When performing special projects for their supervisors, plan check technicians are frequently distracted by the public.

Recommendation – Provide the plan check technicians with a workspace layout that allows for uninterrupted work. While the public distraction element might be seen as a minor issue, studies and experience tell us that this type of interruption is a costly and counterproductive consequence of a poorly designed workspace. The goal is to minimize unnecessary interruptions.

Finding No. 27 – The level of dimensional information required for land use entitlements is significantly less than the engineering provided during the civil plan and permit review process. With the conditions of approval rigid, and the legitimate need for site engineering changes (utility boxes, finished floor elevations, etc.) to take place after the public hearing process has concluded, a review of condition (ROC) is always required if the property owners want to pursue the needed change. The ROC adds at least 60 days to the development timeline.

Recommendation – Require the property owner applicant to attend a post approval conference after the civil plans and building plans have been submitted and have gone through the first review. With respect to

this there are two alternatives: (1) Require the property owner to return to the City Council for final review of the approved site plan after the initial site engineering has been completed, thereby maintaining the public's interest: or (2) Require the owner, contractor, architect and engineer to meet with the DRP staff and discuss if issues identified during the first review of the project are enough to warrant City Council approval of the proposed site modifications, or if the proposed site modifications "substantially comply" with the original approval.

Finding No. 28 – The intent of a condition imposed by the plan review staff from the different development departments is sometimes confusing to the customer. Some Planning and Development staff comments on plan reviews are vague and difficult for the applicant to understand what is expected.

Recommendation – Conditions imposed by the staff should be specific to the extent that the customer has a clear understanding of what is exactly being required by the City. The conditions being imposed by the staff should be viewed through the optics of the customer, with the staff bearing the responsibility for explaining in sufficient detail what is being required as a condition(s).

Finding No. 29 – Although the Centennial Plan provides for relief from Title 19 requirements, only the Planning and Development Department distinguishes the downtown from the suburban areas of the City.

Recommendation – Modify the codes and conditions that are currently being used to manage property development in the downtown area to accommodate retrofit development in confined areas with spatial limitations. The prevailing codes used by the City for the downtown render its development as perhaps the most expensive in the City's environs. The outcome of this inflexibility will continue to drive investors to properties elsewhere and deprive the City of the economic, social and recreational gains a rejuvenated downtown will provide. The overwhelming need to build-out and energize the downtown needs a level of "risk vs. reward" creative thinking that staffers are incapable of unless prodded and encouraged to do so.

Finding No. 30 –The Planning and Development Department's occasional inclusion in the review of dry utility plans has resulted in the approval of plans not in conformance with the approved site plan or Title 19.

Recommendation – Bring the Planning and Development Department into the review of dry utility plans in order to ensure compliance with the approved site plan.

Finding No. 31 – Changes in business license applications that are not routed to Planning and Development have resulted in non-permitted uses being approved.

> **Recommendation –** Devise a system to route business license applications through the Planning and Development Department for permitted use review. This can be accomplished through a reorganization that includes Business Licensing as part of the DRP structure (a division in the Community Development Department), or a simple system processing change.

Finding No. 32 – Elected officials and their liaisons go to whomever they feel the most comfortable with in the DRP for answers to inquiries. This can contribute to staff acting as political wind socks.

> **Recommendation** – Structure a more straightforward system that will insure rapid response to City Council inquires that can be monitored and managed by the DRP chain of command.

Finding No. 33 –The civil engineer pre-application submissions do not always receive a 360 degree review. For example, Planning and Development can miss requirements such as water pressure needs.

> **Recommendation** – Create a 360 degree process for civil engineer pre-application that involves each work unit having oversight responsibilities for these submissions. The goal is to avoid the toxic mistakes that the customer must bear when the staff's left hand doesn't know what the right hand is doing. An example is the recent confusion over the need for a water tank on a piece of property under review. In this case Fire Engineering required a water tank. The customer installed the piping (which required no review by the Planning and Development Department) for the water tank. At some point later in the process the Planning and Development Department required that the tank be lowered by 10 feet. This changed the water pressure and forced the applicant to dig up the first set of pipes and install larger ones at a cost of approximately $70,000.

Finding No. 34 – A significant number of the findings and recommendations contained in the recent audit (CAO 0701-0910-0X) of the Case Planning Division by the City Auditor's Office relate to the DRP.

> **Recommendation** – The City Auditor's recommendations and the Director's response should be taken into consideration along with the findings and recommendations contained in this report.

Finding No. 35 – There is insufficient coordination in the DRP of the first and follow-up review documents that are returned to the development customer.

Recommendation – Assign a specific position(s) the responsibility for coordinating review documents. The development of meaningful Performance Plus metrics to measure the effectiveness of this coordinating effort is essential.

Finding No. 36 –The customer has a difficult time working back and forth between the City's DRP staff and the outside agencies involved in the DRP. Among these agencies are Nevada Power, Las Vegas Water Valley Water District, Division of Water Resources, Southwest Gas Company and the U.S. Post Office.

Recommendation – Commit the staffing resources necessary to determine if there is a more efficient way to assist customers in moving their applications/plans between the City's DRP and the outside agencies.

Finding No. 37 –There are no formal timeline commitments between departments with respect to processing and review. Generally speaking, the development related departments focus exclusively on how long it takes their individual work units to process a project, with little attention to how much time the total process takes.

Recommendation – The acceptable length of time it takes for a project to move between the development review departments should be managed by meaningful metrics and assigning "total time" responsibility to a specific position in the DRP.

Finding No. 38 – The process used by Business Licensing to verify zoning when applying for a business license is cumbersome and costly. Some business license applicants are required to travel back and forth between offices at City Hall and the Development Services Center in order to have their zoning verified. Although the verification is done by a front counter planner there is no written verification (official stamp, certification form, etc.) The applicant then returns to the Business Licensing office and verbalizes the information given by the front counter planner.

Recommendation – Provide for telephonic communications between either the applicant at the Business License office and the front counter planner at the Development Services Center, or directly between the Business Licensing staff and the Development Services Center front counter planners. The result will be less travel time by the customer and less time expended by the staff at both ends of the process. The other, and more preferable option is to give the Business Licensing staff access to the same zoning information and data base that the Planning and

Development staff has. It does not take a planning specialist to read and determine the zoning for a particular address in the City of Las Vegas.

Finding No. 39 – The most frequent complaint of the DRP customers involved in this efficiency analysis is the inconsistency between plan check and inspections with respect to plan review.

Recommendation – Use a Performance Plus metric to track inconsistencies and a combination of training and supervision to reduce the frequency of such events.

Finding No. 40 – The threshold of work definition in the fire sprinkler retrofit ordinance (13.3.2.3.5) basically requires the installation of an automatic fire sprinkler system within the entire building whenever "Alterations, renovations, tenant improvements, or any change in occupancy in any existing building…" When this is interpreted as being required when any level of alteration, revision or tenant improvement takes place, its costs can drive away downtown and redevelopment opportunities.

Recommendation – Better define the level of work necessary to invoke the sprinkler retrofit in more specific terms such as a percentage of the floor area or change of occupancy that is different from the building's most current certificate of occupancy. Based on the inquiries, the other local jurisdictions do not use the "any" alteration, revision of tenant improvement criteria as the requirement for sprinkler retrofitting and it is suggested that other policies be examined as a reference point.

Finding No. 41 – It is in the City's best interest to actively assist property owners build out their uncompleted projects. As the inventory of unfinished projects increases, so will the problems that must eventually be dealt with by staff.

Recommendation – Create a formal response effort with creative actions dedicated to assisting the projects that have been "stalled out" because of the problems associated with land development economics.

Finding No. 42 – There is no established forum for the development industry to interact with the DRP's senior management in a non-adversarial way.

Recommendation – Develop a method for ongoing communications and regular discussion group meetings between the City's DRP staff and the development community that are dedicated to broad issues and problem solving. Quality and sustainable growth in a municipality require that there exists a professional, non-adversarial relationship between the city's regulatory staff and the design/development community. For example, this

would be an appropriate forum for the prescriptive vs. performance building code debate.

Finding No. 43 –The "quality first" effort with respect to plans submissions within the DRP does not receive adequate attention, causing excessive multiple re-submissions (as many as eight).

> **Recommendation** – Increase the City's oversight of design requirements at the front end of the review process with more "what is and what is not acceptable" guidelines and support the effort with aggressive communications, an educational effort and rejection when the City's published and documented standards are not met. Reducing the level of poor quality submissions that the staff must contend with will reduce DRP operational costs.

Finding No. 44 –The responsibility for DRP processing problems "ping-pongs" between departments.

> **Recommendation** – Include in the recommended development review master manual specific instructions regarding work unit process responsibilities (see Recommendation # 5) and hold managers accountable for a seamless process.

Finding No. 45 – There is a need for up-to-date departmental and cross-departmental DPR flow charts using the same template. The difficulty associated with obtaining this information impeded the early progress of *Development Review Process Efficiency Analysis,* underscoring the fact that accurate flow charting has not been a priority in some of the work units.

> **Recommendation** – Require each DRP work unit to update and then publish changes that are made to their processing flow charts.

Finding No. 46 –The Building and Safety Department's appeal process is unusual in that it is comprised of departmental staff only. This means that the appellant is arguing his/her issue before staff from the same work unit that has denied the design proposal or construction technique, a situation that does not always promote objectivity. Another consequence is that the appeals board staff is less likely to have the professional qualifications deemed necessary to understand innovative design-and-build alternative methods of compliance.

> **Recommendation** – Comply with Section 112 of the International Building Code which calls for the appointment of individuals who are "qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction." While this change will bring with it new costs, the overall impact of having qualified non-staff

professionals setting on the appeals board will be a more objective process that will have a positive affect on the City's land-development related economy. Consideration should be given to using separate appeal boards for fire and building disputes. Caution must be exercised so that a change in the appeals board makeup does not politicize the code interpretation process or derail the City's commitment to good public policy. Careful study should be given to the models used by surrounding jurisdictions.

Finding No. 47 – It is the position of the development community that the Building and Safety Department's code interpretation practices are more stringent than their counterparts in the Las Vegas Valley.

Recommendation – Work with representatives of AIA Las Vegas in an effort to determine if the City's code interpretations are more stringent than the adjacent jurisdictions, and if so, is it necessary. If the City is exceeding the intent of the International Building Code it may not be in a position to effectively compete for future land development opportunities.

6.3 Organizational Structure, Supervision and Management

Finding No. 48 – The departments involved in the DRP have pronounced "silo mentalities" that often work against efficient operation of the DRP.

Recommendation – Eliminate the existing silo effect that diminishes the work potential of the DRP by changing its organizational structure. A section in Chapter 4 The Core Issues discusses the silo effect and how it affects and the DRP. Chapter 5 Action Plan offers some restructuring options for mitigation. Overcoming the silo effect that separates the City's development related departments should be given top priority.

Finding No. 49 – No single manager is assigned the responsibility for overseeing the DRP and its personnel. This chain of command flaw contributes to the perpetuation of the damaging silo effect that hampers the DRP.

Recommendation – Appoint a qualified professional with the appropriate skills to manage <u>all</u> of the DRP activities, personnel and operating budget. The various options for doing this are discussed in Chapter 5 Action Plan.

Finding No. 50 – Finding the time necessary for the DCM-D to successfully oversee the implementation of the report's recommendation is critical to improving the DRP.

Recommendation – The implementation of this report's recommendations should be DCM-D's top job priority for the next 180 days. The importance of having sufficient time for the DCM-D to work on upgrading the DRP to the level desired by the City Manager cannot be overstated.

Finding No. 51 –There is a need to carefully examine the spans of control in the DRP departments.

Recommendation – All of the spans of control integral to the DRP should be examined by departmental management and the Human Resources Department to determine where there are excess layers of management or an insufficient number of managers to effectively supervise their subordinate chain of command. In certain work units the spans of control are extremely narrow. For example, according to the department's organization charts the Planning and Development Department's chain of command has a deputy director position supervising only two positions. Another example of a span of control that seems too tight exists in the Public Works Department where the Land Development Superintendent supervises two operational project managers. Conversely, in the Building and Safety Department there is neither a deputy director nor mid-manager positions between the director and the line supervisors.

The rule of thumb for spans of control is roughly one supervisor for five subordinates. In an organization such as the DRP which is comprised of experienced and well educated/trained "knowledge workers," where tasks and roles are clear, and the environment stable, a wide span of control (1: 5-7) is the norm. If the spans of control in this type of organization are too tight it leads to more layers in the organization requiring more managers, makes vertical communications more complicated, discourages initiative, encourages centralization and pushes the focus on customer service down the chain of command. If the spans of control are too wide, as is the case with the Building and Safety Department, then there is usually too much demand on the manager for coordinating, a lack of proper control that encourages laissez-faire behavior, autonomy and often an increase in costly mistakes.

Finding No. 52 – Insufficient (almost none) time is given to solving problems associated with the DRP during regularly scheduled senior management meetings.

Recommendation - The DCM-D and development related department directors should meet on a monthly basis for the exclusive purpose of

assessing the operational efficiency of the DRP. This recommendation is discussed in greater detail in Chapter 5 Action Plan

Finding No. 53 – Most of the managers responsible for work units in the DRP have learned to manage more by "experience" than through a formal education or professional training process such as graduate level courses in business systems, human capital management, leadership development, etc. Studies and experience tell us that managing without the appropriate training is likely to have negative consequences.

Recommendation – Develop training opportunities designed to better equip the technical professionals holding management positions to more effectively manage and be kept abreast of business management advancements.

Finding No. 54 – The turnover of the Planning and Development Department's staff appears to be higher than the norm for professional positions throughout the City of Las Vegas organization.

Recommendation – Make an objective determination of the casual factors that result in the relatively high turnover in the Planning and Development Department, and develop a plan of action to reduce unnecessary position bouncing. Management also needs to exercise caution against making assumptions that the primary reasons its human capital leave are compensation or a better work schedule (the Henderson factor). Experience tells us that management style (over-control or laissez-faire for example), ambiguous tasks, a turbulent environment, complicated vertical decision-making, lack of flexibility and career development opportunities and poor leadership are among the reasons employees will leave, especially in a risky job market. According to the American Management Association, training for immediate job needs or career growth places first among retention programs that are most successful. Similarly, a study released by Gallup found that seventy-nine percent (79%) of the workforce says employer sponsored training is the number one factor in employment satisfaction in the work place. The costs associated with the loss of human capital must be calculated in terms of separation costs (exit interviews, termination process functions, separation/severance), replacement costs (recruitment, testing, interviewing, travel, pre-employment administrative expenses and medical exams), training (formal and informal), and performance differential.

Finding No. 55 – To provide quality assurance a business license application is reviewed by three staff to make sure the information matches from the hard copy to what has been input into the business license system.

Recommendation – Evaluate the need and cost effectiveness of having three staff members perform the license review activity, especially as it pertains to the category of "general" business licenses.

Finding No. 56 – The loss of senior staff leaving the workforce has resulted in a loss of institutional memory.

Recommendation – Take the steps necessary to convert the organization's institutional memory to documentation that can be easily retrieved. This can be accomplished through the development of policy manuals and Standard Operating Procedures (SOPs).

Finding No. 57 – Until recently, the Building and Safety Department inspections supervisors were not conducting desk or field audits of the work performed by their inspectors.

Recommendation – Continue to conduct the recently initiated inspections auditing program used by the Building and Safety Department, and implement a similar program in those development review departments lacking this auditing practice.

Finding No. 58 – There is a significant interest by some staff members to shift the DRP schedule from its current work day schedule to the 4-10 (four-day, ten-hour) work schedule.

Recommendation – Do not convert the DRP staff to a 4-10 work week. The isolated loss of talent, particularly when the employment market favors the City, does not justify ramping down a service delivery organization whose customers traditionally work a five day work week.

Finding No. 59 – The physical separation of inspectors and plan review personnel in the Building and Safety Department results in communication problems that sometimes create an additional cost for the customer.

Recommendation – Use meetings, training and technology to bridge the communications gap.

Finding No. 60 – Managers and supervisors tend to focus more on the politics of the process than the "time and money" aspect of the DRP. Many managers do not know the incremental unit costs associated with their department's DRP activities. It is not part of their "language of management."

Recommendation – Re-design the jobs of supervisors and managers so that they know and understand the "business metrics" of their work

responsibilities. In addition to knowing the codes they use and the politics of the process, the staff at this level should be held accountable for efficiency – the time and money aspects of the DRP. The primary project/application/permit management toll should be time in the form of common deadlines. They should be driven by a meaningful set of metrics that holds them responsible for understanding where the time and money "hogs" are in the various phases of the DRP for which they are responsible. The foundation for this shift is usually the information developed from a qualified fee study (similar to the one commissioned by the Building and Safety Department) which breaks down the processing steps and assigns costs to each component. These numbers give the supervisors, managers, directors and CMO a common platform for inquiry, study, debate and resource allocation.

Finding No. 61 – "Top down" management calls are often required to move projects forward. With no senior staff member responsible for the weaving of a project through the individual development review work units, a frequent outcome is this fire drill type response. The individual departments focus on their own individual reviews and do not concern themselves with the overall status of the project. This lack of oversight and project facilitation makes it difficult for junior staff members of the individual development departments to set priorities and understand the importance of specific projects. It is also a costly use of the City's top level management.

Recommendation – Establish a monthly project status meeting for all of the development review departments. Require each department to select an individual who is responsible for tracking the status of projects from the point-of-entry-to-pass-off as it proceeds through their systems. Each development review related department would be required to be represented at these meetings, and the outcomes reported to the DCM-D.

Finding No. 62 – The May 2009 Employee Engagement Survey conducted by the Department of Human Resources contains a number of "red flags" deserving of attention from the CMO.

Recommendation –The DCM-D should thoroughly review the survey findings, consider them in context with this report's findings, and take appropriate action if necessary. There are 13 categories in the survey that relate to how employees perceive the management and supervisory skills in their respective departments. When compared to the overall City average, some of the DRP departments ranked very low. Only 2 of the 13 categories were ranked as acceptable or better against the average by Planning and Development Department employees. This compares to 5 by Public Works Department employees, 9 by Building and Safety Department employees and 10 by Fire and Rescue Department

employees. Special attention should be given to the written summaries made by Human Resources. Words and statements such as "discrimination," "harassment," "race plays an important role in discipline" and, "when it comes to decisions management makes, it is always correct and no matter how badly it failed there is always a positive spin put on it" should be treated as indicators of concern by upper management which should be considered from a "bottom up" perspective. There should be zero tolerance for disrespect in the DRP departments.

Finding No. 63 – Staffing reductions among the development review related departments are not always consistent with the corresponding decline in land development activities.

Recommendation – Review for elimination those positions that were previously dedicated to the DRP but are now assigned to other tasks. Given the realities of the City's revenue situation, forecasts pertaining to future land development, and the implementation of many of this report's recommendations, a further reduction in active DRP staff and former DRP positions that have be reassigned elsewhere, is easily attainable.

Finding No. 64 –The Planning and Development Department's front counter planners are not fully utilized when they have "dead time."

Recommendation – Re-examine the current rules governing what the front counter planners can and cannot do when they are not dealing with a customer. The suggested priorities are: (1) other departmental tasks; (B) assignment training; and, (3) professional development. Regarding this, the rules that currently cover the use of the internet as a research and professional development tool need re-thinking and consideration.

Finding No. 65 – A significant number of mid-managers are "change averse" and are resisting using business metrics, time and actual cost as the primary measures of their performance, and the performance of their subordinate staff.

Recommendation – Reassign or relieve those managers and supervisors who do not embrace the Performance Plus system and are not aggressive in their efforts to train-up their subordinates to use the system. The Performance Plus system is the only identifiable management system that crosses the DRP departments and is necessary to place the DRP on a common platform that uses meaningful performance metrics.

Finding No. 66 – The need for additional staff cross-training is of universal concern in the DRP.

Recommendation: Develop a cross training program based on the DRP tasks that can be done interchangeably by staff.

Finding No. 67 – The training for front counter planners is inadequate. The limited "shadowing" and "learn on your own and ask others" approach can result in providing the customer with costly misinformation and/or an unnecessary distraction to fellow workers.

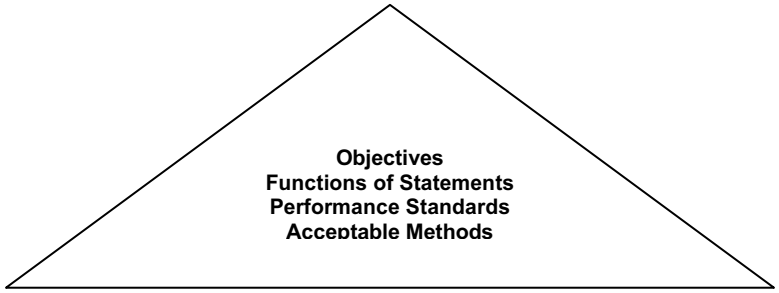
Recommendation – Develop a more comprehensive training program for front counter planners that includes some testing of competency before they go solo.

Finding No. 68 – A significant number of employees expressed the need for additional customer service training.

Recommendation – Require all DRP staff to attend the City's customer service program and develop an internal training curriculum that provides the DRP staff a better understanding of their customer's needs and concerns.

Finding No. 69 – There is substantial resistance to the use of "performance-based" codes and regulations. Performance-based regulatory systems specify outcomes rather than specific solutions. They are typically formatted as a hierarchical structure in which the top level contains objectives expressed in qualitative statements. These objectives break down into functional statements (also qualitative) of sub-objectives that must be achieved to attain the objective. Following this are performance requirements that provide quantitative data of when the functions, and thus the objectives, are satisfied. Finally come acceptable methods that can include verification methods recognized as appropriate for verifying the required performance or "deemed to comply" solutions that generally include the former, prescriptive solutions. Exhibit 6.1 illustrates how the performance-based decision making process functions in the application of building codes.

Exhibit 6.1
Hierarchical Structure of the Performance-Based Regulatory Systems



Where standards are unavailable or inappropriate, such as for the acceptance of innovative materials or methods, there are there are existing systems for technical approvals issued by the evaluation services that are affiliated with the model codes.

> Recommendation – Develop the staff capacity to evaluate building plans on the basis of a performance-based regulatory system. The process for doing this is outlined in the *SFPE Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings*. With building regulatory systems across the country undergoing the fundamental shift to performance-based, so will builders. In order for the City of Las Vegas to compete effectively for future development it will need to embrace the performance-based process where appropriate. A prerequisite to this is having sufficiently trained mid-managers who understand this concept. The new position recommended in Recommendation No. 70 should be comfortable with using performance-based and sufficiently skilled and experienced with their application.

Finding No. 70 – The Building and Safety Department lacks the senior management positions necessary to operate effectively and prepare itself for competition with respect to future land development.

> **Recommendation** – Create a senior code enforcement position responsible for code research, selection and administration, and transition from the use of the traditional "prescriptive" code enforcement concept to selected use of the now approved "performance" concept. Specifically, there is an immediate need for a very senior level building and safety code administrator whose credentials include supervisory experience in other large urban entities, the appropriate professional credentials, and the ability to help the department stay ahead of the emerging trends and changes in the building industry. Eliminating the deputy director position in the Planning and Development Department is the recommended way of exchanging a no longer needed position for one that will strengthen the DRP.

Finding No. 71 – There is no formal process for changing management processes in the DRP. When significant changes are made to the DRP there are no formal and well-established mechanisms, no accountability assurances, that such will happen the way it is supposed to happen. To a certain extent this is caused because there is no standardized system of information in the DRP. How such changes are made is largely dependent on the interest and involvement of the work unit manager. Frequently management skips the needed steps in the multi-step process and doesn't build and develop adequately.

Recommendation – Operational and policy changes in the DRP need to be effectively communicated to all employees, adopted in writing, communicated through a standardized information system, and insisted upon by top management. Management change occurs when an organization begins to do something differently and needs to be "managed" as part of problem-solving processes (planning, budgeting, organizing, staffing and controlling).

6.4 Technology, Business Systems and Performance Measures

Finding No. 72 –There is a critical need for an electronic application/plans submittal, review, tracking, and storage system. The current plan review process is an inefficient manual process that does not support concurrent reviews nor does it provide customers with 24/7 access.

Recommendation – Acquire an electronic plans system that meets the well-thought out processing criteria developed by the Planning and Development Department. Second only to spanning the departmental silos this is the single most important efficiency enhancement that can be made to the DRP. This web-based system will integrate the DRP and provide its external users functionality without additional costs. The estimated return on investment for the City and time savings for the customer is a valid justification for increasing DRP fees.

Finding No. 73 – A more customer friendly website with a better search capacity is needed for the development community.

Recommendation – Build a more interactive process with fewer steps. The goals should be to reduce the number of trips customers have to physically make to City facilities to obtain DRP information, getting on-line permits and paying for all aspects of the building process including overtime inspections, express inspections, plan reviews, re-reviews, etc. Links to building codes, FAQs, and a "contact us" section would increase productivity and efficiency. Improving the City's website "search" capability was brought to the consultant's attention by numerous focus group attendees. High priority DRP metrics used to measure processing time regarding applications, submittals, and projects should be on a web-based "dashboard" and used as a daily management tool.

Finding No. 74 – With the exception of the Building and Safety Department, fee studies by a qualified consultant have not been conducted in recent years in the other development review departments.

Recommendation – Conduct DRP related fee studies in the Planning and Development Department, Public Works Department, Fire Engineering and Business Licensing. Absent this information it is difficult for management to understand where their unit's costs exist in the system, workflow relationships and how to measure the distribution of staff effort, or positions to tasks and service areas.

Finding No. 75 – There are noticeable telephone response time delays in the Business Licensing office. These appear to be caused by a combination of a high volume of incoming calls, multi-tasking by staff and an inadequate phone system.

Recommendation – Study the cost-effectiveness of an improved automated phone system that is integrated with website information.

Finding No. 76 – Findings in the Wohlford Consulting User Fee Report for the Building and Safety Department indicate that the current fee structure used by the department is not sufficient to cover the department's cost of providing services.

Recommendation – Reduce the department's operational costs where and if possible and adjust the fee structure accordingly. Communicating the need and the efficiency steps that this department has taken with the development community is critical to this effort.

Finding No. 77 – While the annual volume of land use and permit applications is the primary driver for the DRP, workload and output is not always measured effectively.

Recommendation – Review the existing DRP Performance Plus metrics for meaningfulness and add or modify where necessary. Some of the departmental metrics used in the Performance Plus program to measure DRP activities are not meaningful. There is a need to shift DRP performance measures from workload to output metrics so that actual accomplishment rather than volume or quantity becomes the measurement of staff performance. There is evidence that some employees are confused with regard to their roles in the Performance Plus effort and how it is being used by management. This can be corrected by using a common DRP mission platform with and performance measures that apply to the workload and productivity of the DRP as a single entity.

Finding No. 78 – With the exception of the relatively new Performance Plus management tool, no recognized business system such as Sigma Six, Total Quality Management or Business Processing Engineering is used by any of the development review departments.

Recommendation – Commit to either the Performance Plus system or some other proven system and use it as the basis for managing the DRP. This is a necessary management tool that needs to become part of the DRP organizational culture with respect to the ways things are done.

Finding No. 79 – The Business Licensing Division's resistance to using the Hansen software system has been costly in terms of DRP staff time and customer service. For example, it is estimated that when the Building and Safety Department needs certain information it can take up to four hours of staff time to get the information.

Recommendation – Immediately transition the Business and Licensing Division to the Hansen System and require all of the departments involved in the DRP to commit to the new electronic plans submittal proposal sponsored by the Planning and Development Department. This is a "lesson learned" recommendation that is applicable to the acquisition of any new technology or software for the DRP process – individual departments should not be allowed to unilaterally decide if and when they will be committed system users.

Finding No. 80 – The DRP is hindered by certain communications "inabilities" between software applications (Hansen, Sire, EB, GIS, Plans Viewer and Oracle).

Recommendation – Where possible correct the existing software communications and attempt to overcome the remaining problems with the proposed electronic plans submittal technology.

6.5 Organizational Culture and Customer Service

Finding No. 81 –The almost universal belief by mid-managers that "when things return to normal we will need more staff" is a drag against the need to change the way things are done internally. For example, the Fire and Rescue Department attributed most of the friction points (delays and bottlenecks) in the DRP being caused by a "reduced staff." This mind-set defeats the critical need for the development related departments to minimize future personnel costs by considering new ways of doing things without additional staff.

Recommendation – Focus a substantial amount of management attention toward the elimination of the "more staff" knee-jerk reaction that has been institutionalized. This effort will require a combination of approaches such as coaching, position replacements, the use of more rigid performance metrics to hold managers accountable, additional

management training and the infusion of a "do more with less staff" organizational culture.

Finding No. 82 – Too many DRP managers continue to believe that their future staffing levels need to be established on the basis of the previous, but unmeasured, workload indicators.

Recommendation – Aggressively use the Performance Plus system to establish future staffing needs.

Finding No. 83 –The Development Services Center reception area is unfriendly, confusing for the first-time customer and is inefficient for both the customer and staff.

Recommendation – The intake area needs to be reconfigured with better signage for the customer and the reception staff need to be well-trained in customer service, and committed to a friendly and professional customer relations style and demeanor.

Finding No. 84 – There is compelling anecdotal input from the development community that some of the Fire Engineering staff lack professionalism with respect to customer service.

Recommendation – The Fire and Rescue Department's senior management responsible for the DRP should thoroughly review this concern and take the appropriate action. The frequency of this complaint, whether fact or fiction, and the extent to which it is affirmed by other DRP staff warrants attention and a strong mitigation effort. These complaints are almost identical to the ones received by the consultants, and passed on to management during a similar study a few years ago. Inappropriate customer service behavior by even one person, when allowed to reach the "commonplace level," is costly to both the customer and the reputation of Fire and Rescue Department. If management's review substantiates this complaint then appropriate corrective action needs to take place. A recommended resource for improving customer service is the book, *Essentials of Fire Department Customer Services.*

Finding No. 85 – The sometimes "we-they" friction between the plan check staffs in Fire Engineering and the Building and Safety Department impedes the work effort and customer service. This is an outcome of two competing organizational cultures that view their missions and responsibilities differently. It is costly to both departments and the customers they serve.

Recommendation – This limiting aspect of the DRP needs the management attention sufficient to merge the two work units into a compatible and cooperative element of the land development process. Job sharing, coaching, training and peer reviews are among the techniques that can be used to correct these problems.

Finding No. 86 – The initial staff response to the unfiltered input received from the development community focus groups was more defensive than introspective or thought-provoking. Excerpts of the focus group's input are included in Chapter 3 What The Customer Wants, and the complete minutes are located in Appendix D Staff Responses to Focus Group Input.

Recommendation – An objective non-defensive evaluation of the focus groups' input should take place before the implementation process begins. While some of the comments were driven by agendas and personal opinion, the environment in which this "customer survey" information was delivered warrants more than a passing consideration. Most of the points presented during the focus group meetings were repeated, appeared to be based on fact or example, and accompanied by corrective suggestions or recommendations. The immediate "push-back" without contemplation and study from the staff would be a cause for concern in any customer service organization that is paid to provide customer service.

Finding No. 87 – Within the DRP staff there appears to be confusion with respect to who the customer actually is. When asked the question "Who is your customer?" the responses ranged, regardless of rank, from "the public," to "the applicant" and, " the City Council."

Recommendation – Define exactly who the DRP's customer is and treat it as a constant focus of attention. Defining the customer is a prerequisite to efficient customer service.

Finding No. 88 – An insufficient number of DRP staff have attended the Human Resources Department's formal customer service certification program and some of the personalities (because of a lack of communication skills, negative attitude, bureaucratic beliefs, etc.) of some of the staff occupying key positions in the DRP are not conducive to effectively solving customer relation issues and/or working in a professional manner with other employees in the DRP.

Recommendation – Require all of the DRP staff to attend the customer service program as soon as possible and identify and assist those in key positions who need remedial training and career coaching.

Finding No. 89 – Locating fire inspection personnel in fire stations may widen the mission-understanding gap and organizational culture differences between the Fire and Rescue Department and the other elements of the DRP.

> **Recommendation** – Consider the pro' and con's for continuing to office fire inspectors in fire stations against the overall mission of fire inspectors in the land development process.

Finding No. 90 –Telephone customers frequently complain about being switched from person to person because staff often does not know to whom the call should be referred to.

> **Recommendation** – Develop a training/education process designed to minimize the necessity of having to switch calls. A comprehensive approach to this might include an advanced automatic phone system, better web site design, a unified development manual, better training for new hires, etc.

Finding No. 91 – The effectiveness of the Office of Business Development (OBD) staff with respect to assisting a property owner move through the DRP has been marginalized because of the customer-resistance view held by other DRP staff.

> **Recommendation** – Assign the OBD "walk through" staff to the Implementation Committee discussed in Chapter 6 Plan of Action and use their "friction point" knowledge and experiences to improve the overall efficiency of the DRP.

Finding No. 92 –The different and sometimes conflicting organizational cultures surrounding the DRP impede quality service.

> **Recommendation** – Use a combination of leadership, quality management, education and resources from the Human Resources Department to develop and continually reinforce a distinct culture for the DRP staff.

Finding No. 93 – DRP Permits often expire without either the City or customer realizing it.

> **Recommendation** – Track all issued permits and provide the customer with a reasonable notice before the permit lapses.

Finding No. 94 – There are limited up-to-date operating (desk) manuals for DRP plans check personnel to use as a reference and guide for their activities.

> **Recommendation** – Each work element in the DRP should provide it's staff with an updated operating manual that "fits" with the DRP comprehensive desk manual that was discussed in Finding No. 5. The responsibility for this should be assigned to the directors of the development review departments and reviewed by the DCM-D.

Finding No. 95 – The development community believes that planners should be well-qualified professionals who are encouraged to have meaningful input with applicants. The current view of the design community is that the planners in the Planning and Development Department are "process bunnies" whose purpose is to check the right boxes on the processing forms.

> **Recommendation** – Management needs to consider whether the role of the planner needs to be redefined and/or changed. Underestimating this image problem will continue to reinforce the view that the department's planners are not there to facilitate real planning but are there to push paper.

6.6 Summary and Conclusions

Based on input from the DPR staff at all levels it is apparent that the review and inspectional process is at times delivered beyond quality to an overly restrictive product; at a pace which is sometimes leisurely; and, all to often at a cost to the customer that was not necessary.

During the building boom days the design community made money at the expense of its clients because of the DRP's inefficiencies. The extra costs of getting a project approved and under way were viewed by the developer as "a cost of doing business." It was a "do whatever it takes to start moving earth" environment. In fact, a cottage industry of runners and applications/plans chasers was created just to move plans and applications through the DRP. Now, with the radical shift in the economy, the development communities in Southern Nevada and across the country are not going to accept inefficiency in the municipal review and inspection process so readily because they simply can't afford it. Builders in urban growth areas such as the Las Vegas Valley will use efficiency and predictability of the land development review and inspection

process as a major component of their decision-making process with respect to where they will build. In a very real sense the customer service attitude and efficiencies with which a municipal jurisdiction applies to its land development management will determine its economic growth more than ever. The jurisdictions of the City of Las Vegas, Clark County, Henderson and North Las Vegas will be in direct competition with each other for land development.

So long as the DRP staff remains committed to excellence that is measured by metrics rather than self-appraisal, then the goals of efficient review and quality code compliance are attainable. Good, solid and objective debate with respect to the findings in this report by the implementation committee, followed by workable solutions will address most of the concerns expressed by the DRP staff and the development community. And those actions will elevate the efficiency of the DRP to the level expected by the City Manager and the City's elected officials.

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Appendix A
Questions and Lines of Inquiry

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Questions and Lines of Inquiry

Among the questions the consultants asked the development review related departments in order to understand and overcome the procedural and administrative barriers to efficient land development were:

1. Where do system log jams occur and are they procedural, territorial or overload related? Please rank the order of logjam "causes" (most frequent cause ranked #. 1):

   ___Lack of staffing

   ___Lack of skills and knowledge

   ___Ineffective managerial Systems

   ___Lack of technology

2. Is there a presumption that approval will be granted if development standards are met or does each customer have to "prove up" his/her case?

3. Is an effective one-stop permitting system in place so that the process is not affected by the absence of staff availability or workload of an individual staff member? Has the staff been adequately cross-trained?

4. Are key terms clearly defined and is simple, direct language used on the department's forms and handouts?

5. Are approval process checklists and flow charts easy to understand?

6. Are the submittal requirements clearly stated in the appropriate level of detail?

7. Are time frames/limits for reviews and approvals to ensure timely decisions sufficiently spelled out?

8. Are pre-application conferences timely and well-managed?

9. Are there interdepartmental review committees with a designated coordinator/ombudsman? Does this position have sufficient authority to override interdepartmental differences?

10. Are computerized tracking systems used that have the ability to tell an applicant the status of their application, and to more readily identify coordination problems between agencies?

11. Are concurrent, not added or sequential, reviews used whenever possible?

12. Are applications ranked or placed in a hierarchy or importance?

13. Can more decisions to be handled administratively, i.e. with less review by oversight groups?

14. Can multiple public hearings be consolidated?

15. Can appropriately qualified development community architects/engineers sign-off for ordinance/code compliance?

16. Are the time frames for inspection of constructed improvements and release of performance bonds or guarantees specific and adhered to? Are they followed up?

17. Are combined site inspections to final out a project used?

18. Is there a more efficient way to manage the inspection program?

19. Are ordinances/codes evaluated on a regular basis? Are old, not-needed ordinances/codes culled out periodically?

20. What paperwork can be eliminated or replaced with technology?

21. Are policies and procedures clear?

22. Is there adequate space for filing and storage?

23. Is the concept of being “on time” and meeting deadlines fully embraced by all staff?

24. Is the partnership with other development related department’s inspectional staff clearly defined?

25. Do supervisors receive adequate supervisory and human resources training?

26. Are effective work product accountability standards in place?

27. When management requires change, is there a formal process for assuring that change will be made?

Appendix B
Some DRP Best Practices Cities

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Best Practices Cities

Tallahassee, Florida

Multi-Departmental Electronic Development Review Initiative

To design the Multi-Departmental Electronic Development Review Initiative, Tallahassee first created a subcommittee with staff members representing the following departments: Growth Management, Planning, Public Works, Utilities, ISS, and the Treasurer Clerk's Office. Over the course of one year, the committee members developed a plan for an Electronic Review Process that would enhance the efficiency of the development review process; increase the ease of document retrieval and access; reduce the cost of review for the private sector; and decrease the amount of paper and hard copy storage space needed. In the first two years, more than 868,500 pages of DRC-related documents have been scanned into the electronic system, and the initiative has helped the City successfully reach its goals. Phase II of the project, which calls for a complete elimination of paperwork through the submittal of electronic development applications, is the next step.

Details :

Doug Moore, Business Unit Systems and Applications Coordinator
City of Tallahassee
Growth Management Department
300 S. Adams Street, Box B-28
Tallahassee, FL 32301 -

Wichita, Kansas

Development Assistance Center

Wichita's Development Assistance Center provides excellent customer service and streamlined city processes for the real estate development community. The Center serves as the initial point of contact with the city for significant development projects, arranges preliminary development conferences, provides a central point of continued contact for developers, ensures that schedules are maintained, coordinates issues between departments, provides a problem-solving resource, and provides information about development projects to the city manager. In addition to services for developers, the Center coordinates public-private development partnerships, monitors the development review process, provides a focal point for continuous improvement of the development process, provides customer outreach and education, and establishes and maintains
communications with the development community. The program significantly reduces review times in all of the city's development processes.

Details :

Terry Cassady, Development Assistance Director

City of Wichita
455 North Main Street
Wichita, KS 67202

San Diego, California

San Diego overhauled its 30-year-old zoning code to eliminate inconsistencies, reduce confusing or inequitable regulations, address unique community features, and overcome public skepticism of the development review process. The city wanted to streamline the development process to encourage development of more livable communities. The city council insisted that the review process be collaborative, involving the public, city staff, and developers. A voluntary citizens advisory committee reviewed the code with input from federal, state, and local government and environmental agency representatives. The city held 300 public forums on draft regulations, resulting in a sense of ownership and balanced compromises on difficult issues. The new code reduces regulatory language by 35 percent, decision processes from 23 to five, and permit types from 20 to seven. It encourages smart growth design principles with higher density residential development and variable setbacks in urban areas. This program won a 200 I Helen Putnam A ward for Excellence in the category of Land Use and Environmental Quality from the League of California Cities.

Details:

Kelly Broughton, Deputy Director
City of San Diego ..
Development Services Department ~
202 C Street, IOth Floor
San Diego, CA 92101

Lee's Summit, Missouri

Lee's Summit created the Development Review Process Handbook to streamline the development process and minimize delays for design professionals and the development community. It is available in book form, as well as on the Web and CDROM. The handbook offers application forms, as well the checklists examiners use when they evaluate a plan. It also provides average timelines; the fee schedule; requirements for
rezoning, preliminary and final site plans; a list of reference materials used; and contacts in the city administration.

Details:

Ron Cox, Development Coordinator
City' of Lee's Summit
PO Box 1600
Lee's Summit, MO 64063
(816) 969-6828

Appendix C
Focus Group Comments

1. Downtown Development Focus Group Notes
2. Land Use/Entitlement Focus Group Notes
3. Fire Prevention/Sprinkler Systems Focus Group Notes
4. Building Permits Focus Group Notes
5. Drainage Studies, Traffic Studies, and Civil Plans Focus Group Notes

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1. Notes From the Downtown Development Focus Group Meeting

OBD –

- Seemed like a good handholding experience, but very quickly broke down; felt like we were getting entangled, getting told that what we thought were basic things couldn't be or wouldn't be done or would become very time consuming. Told try to review a full site review for a project this small. We came to realize that the process was not working for us and we began to work directly with each department, which seemed, despite the fact it was expensive and time consuming, to speed up the process. Also had problem with Visual Improvement Plans (VIP to improve the facades) process through OBD; it was painful, time consuming, sometimes contradictory – have to submit everything in advance, multiple bids, very complex, then need to wait for Council approval, which could take many months, if any issues get kicked back, start all over.
- Cannot do development or even start building until the entire process is approved, which can be up to 3 months. Our project took almost 2 years.
- $ are reimbursement dollars, not up front, and it's 1:1 or 1:2 match dollars. Even though it's our dollars, if you don't wait for approval, we don't get the reimbursement.
- Tenant if they apply for VIP, the landlord has to sign as well to be sure there is a responsible party, even if the tenant funds it. Only reimbursed once it is verified that the specific plans are done specifically.
- Actually is a loan, if you pay it back, we are funding it ourselves from business taxes. It works against you that the more money and work you put into the space, the more your taxes increase. We don't actually get anything.
- When I think about Redev, the purpose is to encourage people to develop in those areas. You develop and RDA that has certain incentives to develop there rather than elsewhere, i.e., less parking, less zoning restrictions, less code strictures, etc. If you are working in the RDA, it should be perceived as the EASIEST place to do business. Our experience is that it's been pretty good, at the same time, the timing of it has not been any better than working outside the RDA, which I think is wrong in concept. It should be streamlined and facilitated for people to build.
- OBD is locked with the RDA in the downtown area. If the appropriate people feel the project is of sufficient quality and quantity they will assign you a rep to walk you through all departments, and you both learn new rules in each department. One of the philosophies that have happened in the past is the big items, i.e., building arenas, etc. Forgot the small businesses that have been here all along. We are the people building, not the fantasy arenas, etc. The folks that get the attention aren't the ones building.
- VIP program. New construction building where we relocated an existing business to RDA area, OBD we were told to lay low and they would try to streamline the

process and make it easier. VIP program, open 15 months, but we can't access any VIP funds for signage because the overlay for the Scenic Byway overlays the building and we are being held to Scenic Byway standards while the CCR is a lower level and we still don't have signage. We still can't put a sign up because if we don't do it to comply with Scenic Byway standards, we won't get VIP funds and we will have to take it down.

- RDA and OBD are one and the same. No other RDA board. Just planning commission. There used to be.
- There seems to be a conflict in perception as well. Mayor talks about nothing else but downtown redevelopment, but he holds up San Diego as a model of redevelopment, but their requirements are so stringent in downtown CLV for remodeling old building, we wouldn't have ever opened here. You don't have that in downtown San Diego. It's not a comparable model.
- In the end, we were able to go to the director (Bill Arent) and get assistance. He put together a band aid for us to help us. Why can't the VIP funds be retroactive? Meet the criteria, apply, and then get the check. There are alternative ways that aren't told up front to do that. No one in the arts district has gotten any dollars. They are getting grants, but no VIP dollars. Yes, there has been some. Bravo!
- The VIP is only one layer of incentives. It's one of a handful. All are equally as cumbersome, i.e., **THERE IS A ZERO PARKING REQUIREMENT** but none of the agencies want to do it!!!
- We think OBD staff experience as much frustration as we do. Literally OBD staff will talk certain business owners OUT of doing business with CLV, because there is so much slow down in project planning.

PRIORITY LIST:

1. Evolve, modify VIP program to expedite the project. Make VIP retroactive, apply at end of the project.
2. The more money you spend to improve the business, the higher the taxes you pay.
3. Overwhelming culture in CLV that they are doing US a favor and we need to jump through there hoops and we think the roles should be reversed.
4. CLV decision makers seem to have no vested interest in anything that goes on; they don't live here, they don't frequent the businesses, they don't support them.
5. CLV doesn't help with business marketing downtown.
6. Several meetings with several departments where there is attitude that development people who are small business owner is to give MORE to each department, like they are competing. It is just a small cost to the owner, so no big deal, not realizing how much we've spent already on the project. 30% of CLV staff have no ideas of the cost of doing business, or values.
7. Shifting sands in the rules and codes.
8. Centennial Plan standards. When you front to Centennial Plan standards, get ready to spend lots of money. It's enough to make a developer go elsewhere. Centennial rules apply on major street frontage that come from Planning Department. Master Plan for the valley. This is not on the right of way, it's in ADDITION to the right of way. Giving up 15 feet of property not in the right of way. It is **ABSOLUTELY**

PUNISHING!!! Needs to be an easing of the rules. Spirit of the rule is FANTASTIC, but they have to be in a more business-friendly manner. Landscaping is NOT desert friendly landscaping.

9. This is a symptom of something much bigger, namely a disconnect between City and reality redevelopment. If someone lives in Summerlin and they are in the Council, they want to see Summerlin downtown, which is unrealistic. Nothing makes any sense. The whole Centennial plan doesn't make sense for future development. Let the city develop organically, uniquely, with mom and pops that don't have massive amounts of money.
10. Disproportionate allocation of resources to pie in the sky resources, namely Union Park. It's Symphony Park now. World jewelry centers. Stuff 3-5-10 years away that is absorbing staff, council, etc. time and resources. In the arts and entertainment district, we are treated as step children. All of what we are doing draws people down here to live. All of those closing businesses, those getting blown off are the things that are very, very important for the creation of the community. Especially true for the arts and entertainment district. Council brandishes power based on their personal opinion.
11. I think the City has the responsibility to create a master plan and push the vision to have the city make a livable place. The idea of pedestrian spaces that commingle with vehicles, I agree 100%. I think downtown sucks. That's why the master plan is so important. I think purpose of redevelopment is: 1) add to the vision of the recreation of the urban environment in the future; 2) provide funding to allow this to happen, the costs should not be 100% on building owner, city should help fund the plan to do the plan, make it easier for developer to do. To throw out the idea of a better downtown because we don't want to the spend the money is a wrong approach.
12. The master plan model should reflect that this is an older, downtown and should reflect that.
13. I would agree with that but you can't place the economic burden on the small business owner.
14. I'm not involved in this fight, but we have to realize CLV is only 104 years old and it's a baby, there is little history here. Here want something for nothing, but also understand there is onerous stuff put on you developers. If the city wants this, they need an RDA that deals only with inner core of the city, and they do approvals, not the city council. City makes us put in additional sidewalks? Whose liability is that? It is pedestrian access easement, not a right a way. City has 100% responsibility. They make the property owner manage the landscape.
15. Theme we've been talking about. We have entrepreneurs and risk takers who want to develop downtown, but it has to make business sense. City doesn't facilitate business downtown right now. It's not just in RDA, it's everything.
16. The city should think of EVERTHING AS BUSINESS DEVELOPMENT. CITY SHOULD BE ALLOWED TO CONSIDER THE ECONOMIC RAMIFICATIONS OF ALL DEVELOPMENT. That's the killer for not just RDA dev, but all dev. We have a problem with CONDITION CREEP. We can no longer afford condition creep.
17. It's one thing if we have to sprinkler a building, but if we have to do the easement, add this, add that, it creates an overlay that only deep-pocket businesses can be

downtown, it prevents those mom and pops who wants to be downtown from coming in and doing redevelopment.
18. I preferred downtown arts district for my business, but I'm in Clark County. Have two other friends who have been pushed into the county as well. We are being driven out. You want First Friday, downtown arts district, etc. but make it financially impossible for the artist to exist there. It's a COST ISSUE. County facilitates, city puts roadblock.
19. Example, each restaurant in a building has to have its own grease trap in the city, but in the county, it can be a group grease trap.
20. City staffers have no authority to vary from the regulatory environment. The only people who can do it is City Council. Need staff empowerment to be flexible.
21. We could narrow it down, and chose top 8 things that would create a positive domino effect in redevelopment.

DESIRED CHANGES

1) Grease traps should be able to be shared in restaurants, or where to place them
2) Two items in the code for rehabilitation of existing buildings, i.e. avoid comprehensive review if one story; also ability to add second story without the most time consuming and painstaking process. Do we have to have the full process for a small 2nd story addition or remodel without adding a year? Can only go up one level, then wouldn't have to go through all the process & expense
4) Centennial rule easement or subsidy ($)
5) Program of reimbursement for the development for what becomes public improvements, most developers wouldn't have a problem doing it and it would really help the smaller guys
6) If City had a program to fund underground utilities in the RDA, get it out of the way now
7) Set a guideline everyone can get comfortable with on existing buildings. CLV doesn't have a lot of skills with existing buildings. Publish specific guidelines. Let existing buildings stay within code when built, if less than 20% improvements, let it stay at that level. There is no set policy for that.
8) Sprinklering trigger occurs if you make ANY change, even changing a door. The way we look at existing buildings have to change. RX use code from time when building is built to make the existing accommodations.
9) Culture of destruction and rebuilding in Las Vegas. It's part of the issue. A culture of saving and reusing is needed and more cost effective.
10) PARKING WAIVERS THAT ARE ACTUALLY WAIVERED. Enforcement, costs.
11) Waterline upgrades on resubmittal.

There is a desire to have differing requirement for existing codes. Undergrounding utilities is a political issue. The downtown had $ that, but it was politically repurposed for the suburbs.

If we could change 6 or 8 things, we would feel that the city is partnering with us.

CODE REVIEW ON OLDER BUILDING IS THE SINGLE MOST IMPORTANT THING THAT NEEDS TO BE FIXED.

New performance criteria for new buildings have to be different than performance criteria on existing buildings.

It starts with everyone being on the same page. If we have a common goal to open businesses, everything else falls into place. If we want to have a business, why talk easements and trees. We need businesses open. We need parking. Parking is a massive problem downtown. You need to create demand. There is no customer base. No population density. What are we going to do to create a draw and create a demand? Open more businesses to make a destination and create a demand. Culture should be come to us, we will do everything we can to get your business open.

See if a small business owner to get a project done in 6 months or less.

Inspectors love to say NO. They all start with no. Back to the culture and attitude.

Q: How do we determine how much of RDA pie goes to small business and how much to grandiose projects?? What can be done to ensure small guys that create the energy, synergy, and destinations get a more fair representation of that pie.

A: How much $ are we bringing to the plate versus someone who will do 3-5 blocks. They will look at the guy who will do 3-5 blocks. THIS ATTITUDE HAS TO CHANGE. You have to give as much outreach to the small as you do the big spender.

Who do we encourage and what do we encourage? Disagree small business is what we are trying to bring. It is residential, not business. Need to bring people first. Commercial development occurs where there are residents, not residents where there are commercial areas.

Initiative through Entitlement – Issues

- OTC approvals used to be easier, staff had authority to do this when small changes were within code, not anymore
- Entitlement process – planning staff has developed paranoia, that changes at the smallest level require a restart of the whole process. The other jurisdictions DON'T do that, they have a percentage threshold for approvals.
- Drainage studies, traffic studies, civil plans don't really exist, takes significant changes. DCDA – double check detector assembly (fire line only) is costly.
- Redlining drawings and updating drawings and resubmitting every single time, make 2-4 week waits.
- Interior lighting requirements in building is a significant issue. Meeting energy requirements is insane. Health district impacts.

- Plan check documents lost within the City. Civil and other. Developers have to make copies, get three new stamps, resign them, give sets to architect to pull out specific sheets, to get final approval.
- City staff professionalism – some are certainly not doing their jobs. 25% of people we came in contact with are not qualified to perform their jobs. I'd say 25% is a low number. People I've dealt with seems to be qualified, but they have advised us to keep down and they would shepherd us through the process to avoid those who love to say No. Lot of attitude like they are doing me a favor and on top of that, attitude that every business owner and developer is wealthy and no limit on how much they can spend or how long they can be delayed. Completely removed from reality of being a developer. Each department asks for a $15K change, adds up. Part of it is a personality issue too. Employees that get along with certain developers speed those plans, and holding grudges slows plans down. More unqualified people than there should be, but overall there is a minimum level qualification at B&S and P&S, but there is an overwhelming culture of no.
- Has there been an idea to have an ombudsman? Bonnie – there are two, but they have the same problems. Are they empowered? Bonnie – No.
- Some people have way too much power, namely Fire. The departments are in conflict. We feel OBD gets cold shoulder from OBD and P&D? That's part of the culture. It's my job to slow the process down, is the developers' perception of CLV staff.
- Express plans check is unnecessary; it should be SOP, not special process.
- Overstepping of authority with plans check. Unpublished rules, rules out of blue, personal preferences VS published standards. Comments not supported by ordinances.
- Inspection processes; inspectors have hands way too tied. Cannot be flexible when minor changes that don't affect public safety or impact structural or items that don't require engineer – engineers used to sign off and catch it on the as-built. Now, plan revisions are required first. Inspectors don't okay code issues.
- 20 years behind the hillbillies in the Ozarks. <yikes>
- Inspectors don't show up (Fire) when scheduled. Developer employees had to wait two weeks with employees having to be paid. Cost 6-7 business day delay for a final inspection.
- Final inspection, Cof O coordination. All other inspectors were there, but not Fire.
- Problem when inspector disagrees with Plans check. Inspector rejects because of interpretation of code different from plans check interpretation of code.
- Why does anyone have to review my certified, trained and educated plans, especially when the plans checkers, etc. are not as qualified. Reviews should be limited to compliance with code and public safety. Architects and engineers are only human. Not all architects are good architects, we are human. A level of oversight is needed. But if we had a more streamlined process in a reasonable period of time with reasonable cost by qualified people. City tried to move towards no plans check on structural and reversed in less than 3 months because of problems that occurred.

- Consistency among plan checkers is nonexistent. Inconsistency among inspectors is also prevalent. CONSISTENCY.

2. Notes From the Land Use/Entitlement Focus Group Meeting

- CLV Fire Department are employees of the city. Submitted two separate permits for identical purposes, one to city and to fire department, way to combine the two, reduce the duplicate fee, get rid of doing twice the work would be a benefit. Alarm Co to monitor a fire system, we have to submit a permit form to CLV, then submit the exact same form to Fire Department, with two separate fees. It's twice the work. Physically now, electronically copying and sending or physically copying and sending is a waste of time.
- Usually don't have trouble getting them to come out. The real problem is getting everyone to coordinate to be there at the same time. The customer is supposed to coordinate between sprinkler company and monitoring company. If the sprinkler company calls on the final inspect and doesn't let the monitoring company know and we call to pull our F card (monitoring only) then the sprinkler company wants to charge the subscriber to come back, which is an issue on the monitoring side.

- We saw several years ago, fire code changes were made, no public comment period, Fire Protection Engineers are involved in code issues, but we weren't able to participate, which was frustrating with no comment period, which is the new requirement. Bill – changing the code, is there input from the industry? It's done in-house and spread to the attorney's office, no input from outside entities.
- Fire Protection Engineer – the requirements of CLV versus requirements of Clark County and Henderson are often times different and even though CLV participates in the So. Nv. code process, there are difference. It would be nice to have the same code version where Clark County and CLV is the same code version and the same modifications, amendments, and same guidelines being used between CC and CLV. Bonnie – then all you'd have to deal with is different inspector interpretations
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Group Discussion:

Timeliness

How is the city about getting things back to you in a quick and timely manner?

They are pretty responsible now, but if they have any more cutbacks, it could really affect us.

Plans Check:
Predictable, able to build project schedules. Two years ago now, was 6-8 weeks from review, now we are at two weeks.
Is the process the thing that allows the reasonable review time, or is it the economy that allows it? More people to do it, less volume. I'm worried about what's going to happen when things kick up.
What is a reasonable time?

Predictability VS Timeliness – You can't expect a 1-2 week turnaround on a really large project, but it seems like at least in the last two years, that everything has been 3 months, no matter how big it is. It seems like first in, first out, just have to sit and wait, whereas maybe there needs to be some mechanism so that smaller projects can travel through the process quicker.
In sprinkler – fire review side there is an over-the-counter process that works really well that no one else has. It would be best to separate by size. City of Henderson has a scheduling system. Build systems to accommodate project size. Most of us don't expect a 40 story high rise to go through plan review in 2 weeks, but we do expect small projects to do so. We'd like to know when the expected time would be?

How do you separate big and small projects? Contract value is one, # sheets in the submittal, whether it is a TI, shell, or both, square footage, # of devices, # floors, high rise from low rise – breakpoint would be 4-5 stories 55ft. (there is a code definition from high rise we could use). Have to change the division somewhere lower, high rise more than 2 weeks, low rise less than 2 weeks. Some projects are very small, TI have like 38 sprinklers, some have just 2 devices. CLV has more devices or heads. In CC, need a plan for everything. Need breakpoints for smaller jobs in low rises. Something to work out. Where is the median, then draw the lines.

One thing CLV does now, can make an appointment for plan, take an over the counter appointment, take 30-60 minutes for small plans. If it takes longer than 30 minutes, have to submit, takes 2-3 weeks now. Over the counter is same day or one or two days at the latest. Big plus to have that option, over the counter plan review.

Often projects come in quick, want quick overtime. Would be nice to have option to pay extra for OT to get the review done quickly. Expedited lines can slow down – like Clark County.

How do you fix the Expedited process? Add resources, charge more to get the additional resources. If everyone does it, can be same 2 week turnaround. Small jobs, maybe not require plan review, or have a 3rd party plan review where 5 people who can do plan

review and stamp the drawings outside CLV, only thing city would have to do is final inspection.

Does CLV use 3rd party plans check now? NO

Problem with 3rd party would be consistency. Which could become a problem, like in other jurisdictions.

One problem was that cuts were equal across the board, but didn't take into account the complexity and types of work that were getting done, Fire Department took same type of cuts, but larger, more complex workload.

County is 6 week review time, therefore LVFD will give you 6 week review time. That did NOT go well with owners trying to open buildings and increase the tax role of the city. I'm in business of opening buildings, it's what the city should be in the business of as well. I will say FD has been very proactive in trying to get people into the building and make sure the building is safe. I think the 6 weeks comment was out of frustration. You can't change fire protection engineers who review the drawings; that's a 3-4 year process. I would be very concerned that the city maintain the philosophy that we are here to get you into the buildings and open them.

One of the things CLV really needs to work on, esp. in the down time, to bring to developer's attention early on is what LVFR's special requirements are, which are not published. Learn from developers too late. Fire protection mandates need to be discussed early on. Fire engineers need to be involved from the beginning. All of that information needs to be outlined in advanced to the developers and architects BEFORE the contracts are in place.

Bill – question: if you are a knowledgeable fire engineer and the city is using the code, interpreting and using it consistently, in theory, there shouldn't be a lot of unknowns. What causes it to happen that you are blindsided?

Example – the design team is established, contractors aren't on board yet, still in design process. FD is already involved in the front end of the design process. I have to tell architect and owner that I (fire protection engineer) have to do it as a FD mandated. Point is, if these are the requirements, they have to be written down and known at the front end.

Sprinkler designers always get involved with contractor, not with the design team. Don't know why that is that architects could hire fire protection engineers. In Nevada, it's not legal to submit plans without sprinklers.

CLV mandates that until they can submit drawings that a fire protection engineer reviews them. That wasn't written down. Pre-requisites need to be put in place in paper.

Why is it that sprinklers contractors are the only ones who can submit stuff? Why is it different from fire sprinklers and fire alarm systems? It would be a lot faster if that wasn't the case. I think it's evolved over time that the FD when they go to review systems, they need the final set of drawings, not review conceptual documents that get changed. FD require final shop drawings as their permit set. I get that, but same thing could happen with mechanical and electrical drawings, and B&S doesn't require final documents. Just wonder why sprinkler systems should be different. I have agenda that FD and B&S butt heads a lot. I heard rumor that putting FD under B&S department, which would scare me a lot. I think FD is more on their game than B&S, more professional and have a more consistent view of the world. Want them to work better together, so we don't get blindsided.

Do you have a lot of rounds of review, or get to approval quickly?
Get it pretty quick.

Quality

FD – professional on plans check and inspection? Are they quick to do their job, up to date on technologies? Yah, pretty much.
It happens occasionally they have to bump up, but sometimes have to kick it up to higher level. We run across issues we can't find something in the code book, but they want to enforce it on inspection side. It holds up the whole job. They point to Chapter 1 that says they have authority to made decisions. We want the requirements on paper to show the owners.

One example in alarm business – it was older panel, over 10 years old. FD said over 10 years old, whole system has to be changed to bring up to today's code. Nothing in the code book says we have to do it. Factory Mutual stated as long as the panel is in the wall it is fully functional. FD forced the issue, but there is nothing in the code books to state it. Panel couldn't give enough signals to make the FD happy, it could only give them 2 signals; fire, trouble, not panel trouble, gate valve, etc. Was approved 10 years prior, but came in with manufacture date and said they wouldn't honor the panel. There have been several like that. We have to build in pricing and have to double and quadruple pricing to look at the sustainability and replacement. But in the code books, nothing says it has to be replaced, but they come down and force the issue.

That was one of my big 3 items in #16. For older, existing buildings and how to apply the requirements. I don't think anybody in LV valley does a good job on having guidelines and consistency in that regard, especially in CLV in downtown LV with older buildings, they NEED to have a set of guidelines and requirements that are perhaps different than in a brand new building.

Chapter 34 in Building Code is for existing buildings and has a trade off for life-safety. That's an opportunity that I don't think many people have used. Haven't heard of a jurisdiction that made it a policy to go through the analysis for every existing building to

justify what you are going to do. There is a mechanism there, but even beyond that, I would thing that both B&S and FD should have some set of guidelines with respect to existing buildings that would get people into the buildings.

None of the jurisdictions adopted the International Existing Building Code for existing buildings. For some reason there is opposition, but there are very clear requirements, depending on the extent of alteration

that one does. Part of it is that all of the renovations that we have done
have been major, i.e, dropping it or doing a total gut. For years there have been none in between.

Seems to me that there are a couple overall cultural development themes that we are concerned with.
1) Unpublished interpretations B&S and FD refuse to post requirements;
2) Appeal process in FD, best we can tell is just do it. Dictatorship. In B&S it is also a dictatorship, just a formal process. Why can we stick with the UBC/IBC appeals process (new code/old code provisions)? B&S has a fire guy, why can't we make it an industry decision. City doesn't use the code provisions for an in-between process, which is the alternative means and methods. The County, at least, has an alternative process in-between. Fire code has the same provision as well.

Processes – we are working through project, have few minor issues to take care of, the inspector is out of town for 10 days, can't swap staff, in FD. Vacations can't be an excuse. If plans examiner is on vacation, we are SOL.

Conflicts between B&S and FD: two different perspectives. One person left example of their paperwork an process to see the duplicate work. Both B&S and FD looks at same thing. B&S looks to verify fire protection, FD looks to verify fire protection. Check for UL/FM approved.

Throughout the process, I believe that B&S and FD do not like each other, at all. B&S and FD do not get along, and that created problems throughout the process. Why? There is competition between FD and B&S to do I don't know what. It's probably throughout jurisdictions, but in the city its worse. FD refused to get on same code as city, and it was not good and no reason for it. Why adopt International Building Code but not International Fire Code? Not sure why culturally the FD butts head with B&S but it needs to stop.

Big issue on large developments are the life safety reports or fire protection reports (terms are interchangeable) that are both B&S and FD. LV B&S has never reviewed these things, which flabbergasts me. FD doesn't review building code stuff. B&S needs to review these reports. High rises require them. That document is the design basis document. Critical building code information that B&S safety needs. Building inspectors

have no idea what's inside this report. They are approving stuff in the field contrary to the fire protection report and the fire inspectors are feeling put upon because they have to enforce these documents.

Inspections – coordinating inspections between CLV, sprinklers. If on permit applications if there is a spot for telephone numbers who will send out information on scheduling times, rescheduling, etc. so all parties will be informed. If the city inspection scheduling person does that.

Best way to communicate with folks? E-mail is best. Hard copy, can flag it, put in schedule, etc.

If when you schedule inspection, to have a check box that would automatically shoot an e-mail out for everyone. Would cut down on a lot of work for scheduling and rescheduling.

Inspection – 3 people show up – sprinkler person, monitoring person, fire, and B&S. If we don't contact sprinkler or monitoring people, it's big cost. Nice when it's together. If one doesn't show up, it costs owners $. Just not efficient.

Fire Code Changes with no input. There ought to be industry communication prior to any changes. There has been some industry input, but in the past it hasn't been the case in all the area. They will modify 2009 items. Coordinating amendments, but there will be slight differences. It's going to be fairly consistent.

CLV is not changing their retrofit. Don't plan to change it. So it won't be completely consistent. It would be nice if all Clark County jurisdictions would be same so we know what we are dealing with. It's a big stress reliever if technician would know the consistent codes valley wide.
Employees of County and City would be much more interchangeable. Literally, if city was jammed up, someone from County could do inspections if they were both on same code and same interpretations.

Is City toughest anywhere they need to review? Sprinkler retrofit ordinance is the big one. One thing the CLV FD doesn't do as well as Henderson for example, is communicating changes to the code or changes to the interpretation of the code to the engineering community. Can't keep up with all the changes, need updates.

ServiceOne good thing CCFD does is a standing weekly meeting where I can discuss multiple projects, which is a big time saver. I may have LVVWD and Civil Engineer and owner there to discuss one particular project. It is a regular process of discussion so we can keep the projects compliant. If there are specific code interpretations that relate to the projects, hopefully they come up in the discussion. I think developed as a method so that CCFD wouldn't get 40million calls everyday. Came out of when it was an overload, developers found out and joined in. Works pretty well.

Don't necessarily need it in City, but for big projects is excellent. It is predictable from our standpoint and the client's standpoint since we have a regularly scheduled meetings; more definitive to have the standing meeting times.

Published standards for plans check and stick with them. Want more guidelines, be consistent. County offers it now, publish guidelines, checklist, CLV should do the same. As they change things, they update.

Utility approval before final. More fire demands on our system, want opportunity to see if existing infrastructure can support the proposed development before they come out of the ground. Also want, when adding to existing development, to see if existing services are adequate. Need that opportunity in the design process before they ever break ground or have approved plans or permits.

FD website is horrible to use. Info is not up to date. Very difficult to get the applicable code info from the CLV page. You have to know where the stuff is hidden. It needs a total revamp. That is how CLV could really support the FD to do this. We always have to call and ask if that is the current guidelines and FD usually says no.

Chokepoints: none consistent

Sprinkler retrofit ordinance – city adopted, no one else does it. At what point does the retrofit restart? It's all interpretation.

What else is on the top 3 list? Inspection side – over last year and a half, we've been going through hopefully a streamlining process for the all systems test. In the old days it was everyone from B&S, FD might have 50 people there. It was generally very disorganized. There was an attempt to streamline it. All systems testing needs more work, thought, concerned resources to get it done.

One of the things is that CLV requires for smoke control systems to have a 3rd party verify the system works. I try to encourage FD visit while the 3rd party is out to verify the work so that at the end of the day, FD really accepts the 3rd party report. Trying to get the # down to keep costs down.
Need FD to verify the 3rd party is checking their stuff. It will require they go out at 3am, I don't think they want to do that. But it's needed.

Review all systems testing and have FD accompany 3rd party reviewer as part of their inspection stuff instead of at the very end. Coordinate with B&S so they don't contradict in the all systems test.

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What is a reasonable time?

Predictability VS Timeliness – You can't expect a 1-2 week turnaround on a really large project, but it seems like at least in the last two years, that everything has been 3 months, no matter how big it is. It seems like first in, first out, just have to sit and wait, whereas maybe there needs to be some mechanism so that smaller projects can travel through the process quicker.
In sprinkler – fire review side there is an over-the-counter process that works really well that no one else has. It would be best to separate by size. City of Henderson has a scheduling system. Build systems to accommodate project size. Most of us don't expect a 40 story high rise to go through plan review in 2 weeks, but we do expect small projects to do so. We'd like to know when the expected time would be?

How do you separate big and small projects? Contract value is one, # sheets in the submittal, whether it is a TI, shell, or both, square footage, # of devices, # floors, high rise from low rise – breakpoint would be 4-5 stories 55ft. (there is a code definition from high rise we could use). Have to change the division somewhere lower, high rise more than 2 weeks, low rise less than 2 weeks. Some projects are very small, TI have like 38 sprinklers, some have just 2 devices. CLV has more devices or heads. In CC, need a plan for everything. Need breakpoints for smaller jobs in low rises. Something to work out. Where is the median, then draw the lines.

One thing CLV does now, can make an appointment for plan, take an over the counter appointment, take 30-60 minutes for small plans. If it takes longer than 30 minutes, have to submit, takes 2-3 weeks now. Over the counter is same day or one or two days at the latest. Big plus to have that option, over the counter plan review.
Often projects come in quick, want quick overtime. Would be nice to have option to pay extra for OT to get the review done quickly. Expedited lines can slow down – like Clark County.

How do you fix the Expedited process? Add resources, charge more to get the additional resources. If everyone does it, can be same 2 week turnaround. Small jobs, maybe not require plan review, or have a 3rd party plan review where 5 people who can do plan review and stamp the drawings outside CLV, only thing city would have to do is final inspection.

Does CLV use 3rd party plans check now? NO

Problem with 3rd party would be consistency. Which could become a problem, like in other jurisdictions.

One problem was that cuts were equal across the board, but didn't take into account the complexity and types of work that were getting done, Fire Department took same type of cuts, but larger, more complex workload.

County is 6 week review time, therefore LVFD will give you 6 week review time. That did NOT go well with owners trying to open buildings and increase the tax role of the city. I'm in business of opening buildings, it's what the city should be in the business of as well. I will say FD has been very proactive in trying to get people into the building and make sure the building is safe. I think the 6 weeks comment was out of frustration. You can't change fire protection engineers who review the drawings; that's a 3-4 year process. I would be very concerned that the city maintain the philosophy that we are here to get you into the buildings and open them.

One of the things CLV really needs to work on, esp. in the down time, to bring to developer's attention early on is what LVFR's special requirements are, which are not published. Learn from developers too late. Fire protection mandates need to be discussed early on. Fire engineers need to be involved from the beginning. All of that information needs to be outlined in advanced to the developers and architects BEFORE the contracts are in place.

Bill – question: if you are a knowledgeable fire engineer and the city is using the code, interpreting and using it consistently, in theory, there shouldn't be a lot of unknowns. What causes it to happen that you are blindsided?
Example – the design team is established, contractors aren't on board yet, still in design process. FD is already involved in the front end of the design process. I have to tell architect and owner that I (fire protection engineer) have to do it as a FD mandated. Point is, if these are the requirements, they have to be written down and known at the front end.

Sprinkler designers always get involved with contractor, not with the design team. Don't know why that is that architects could hire fire protection engineers. In Nevada, it's not legal to submit plans without sprinklers.

CLV mandates that until they can submit drawings that a fire protection engineer reviews them. That wasn't written down. Pre-requisites need to be put in place in paper.

Why is it that sprinklers contractors are the only ones who can submit stuff? Why is it different from fire sprinklers and fire alarm systems? It would be a lot faster if that wasn't the case. I think it's evolved over time that the FD when they go to review systems, they need the final set of drawings, not review conceptual documents that get changed. FD require final shop drawings as their permit set. I get that, but same thing could happen with mechanical and electrical drawings, and B&S doesn't require final documents. Just wonder why sprinkler systems should be different. I have agenda that FD and B&S butt heads a lot. I heard rumor that putting FD under B&S department, which would scare me a lot. I think FD is more on their game than B&S, more professional and have a more consistent view of the world. Want them to work better together, so we don't get blindsided.

Do you have a lot of rounds of review, or get to approval quickly?
Get it pretty quick.

Quality

FD – professional on plans check and inspection? Are they quick to do their job, up to date on technologies? Yah, pretty much.
It happens occasionally they have to bump up, but sometimes have to kick it up to higher level. We run across issues we can't find something in the code book, but they want to enforce it on inspection side. It holds up the whole job. They point to Chapter 1 that says they have authority to made decisions. We want the requirements on paper to show the owners.

One example in alarm business – it was older panel, over 10 years old. FD said over 10 years old, whole system has to be changed to bring up to today's code. Nothing in the code book says we have to do it. Factory Mutual stated as long as the panel is in the wall it is fully functional. FD forced the issue, but there is nothing in the code books to state it. Panel couldn't give enough signals to make the FD happy, it could only give them 2 signals; fire, trouble, not panel trouble, gate valve, etc. Was approved 10 years prior, but came in with manufacture date and said they wouldn't honor the panel. There have been several like that. We have to build in pricing and have to double and quadruple pricing to look at the sustainability and replacement. But in the code books, nothing says it has to be replaced, but they come down and force the issue.

That was one of my big 3 items in #16. For older, existing buildings and how to apply the requirements. I don't think anybody in LV valley does a good job on having guidelines and consistency in that regard, especially in CLV in downtown LV with older buildings, they NEED to have a set of guidelines and requirements that are perhaps different than in a brand new building.

Bill – one of the issues is going to be downtown buildings. If we are to make the shift and the code isn't clear, what would you recommend to the city on how to deal with it?

Chapter 34 in Building Code is for existing buildings and has a trade off for life-safety. That's an opportunity that I don't think many people have used. Haven't heard of a jurisdiction that made it a policy to go through the analysis for every existing building to justify what you are going to do. There is a mechanism there, but even beyond that, I would thing that both B&S and FD should have some set of guidelines with respect to existing buildings that would get people into the buildings.

None of the jurisdictions adopted the International Existing Building Code for existing buildings. For some reason there is opposition, but there are very clear requirements, depending on the extent of alteration that one does. Part of it is that all of the renovations that we have done have been major, i.e, dropping it or doing a total gut. For years there have been none in between.

Seems to me that there are a couple overall cultural development themes that we are concerned with.
1) Unpublished interpretations B&S and FD refuse to post requirements;
2) Appeal process in FD, best we can tell is just do it. Dictatorship. In B&S it is also a dictatorship, just a formal process. Why can we stick with the UBC/IBC appeals process (new code/old code provisions)? B&S has a fire guy, why can't we make it an industry decision. City doesn't use the code provisions for an in-between process, which is the alternative means and methods. The County, at least, has an alternative process in-between. Fire code has the same provision as well.

Processes – we are working through project, have few minor issues to take care of, the inspector is out of town for 10 days, can't swap staff, in FD. Vacations can't be an excuse. If plans examiner is on vacation, we are SOL.

Conflicts between B&S and FD: two different perspectives. One person left example of their paperwork an process to see the duplicate work. Both B&S and FD looks at same thing. B&S looks to verify fire protection, FD looks to verify fire protection. Check for UL/FM approved.

Throughout the process, I believe that B&S and FD do not like each other, at all. B&S and FD do not get along, and that created problems throughout the process. Why? There is competition between FD and B&S to do I don't know what. It's probably throughout jurisdictions, but in the city its worse. FD refused to get on same code as city, and it was not good and no reason for it. Why adopt International Building Code but not International Fire Code? Not sure why culturally the FD butts head with B&S but it needs to stop.

Big issue on large developments are the life safety reports or fire protection reports (terms are interchangeable) that are both B&S and FD. LV B&S has never reviewed these things, which flabbergasts me. FD doesn't review building code stuff. B&S needs to review these reports. High rises require them. That document is the design basis

document. Critical building code information that B&S safety needs. Building inspectors have no idea what's inside this report. They are approving stuff in the field contrary to the fire protection report and the fire inspectors are feeling put upon because they have to enforce these documents.

Inspections – coordinating inspections between CLV, sprinklers. If on permit applications if there is a spot for telephone numbers who will send out information on scheduling times, rescheduling, etc. so all parties will be informed. If the city inspection scheduling person does that.

Best way to communicate with folks? E-mail is best. Hard copy, can flag it, put in schedule, etc.

If when you schedule inspection, to have a check box that would automatically shoot an e-mail out for everyone. Would cut down on a lot of work for scheduling and rescheduling.

Inspection – 3 people show up – sprinkler person, monitoring person, fire, and B&S. If we don't contact sprinkler or monitoring people, it's big cost. Nice when it's together. If one doesn't show up, it costs owners $. Just not efficient.

Fire Code Changes with no input. There ought to be industry communication prior to any changes. There has been some industry input, but in the past it hasn't been the case in all the area. They will modify 2009 items. Coordinating amendments, but there will be slight differences. It's going to be fairly consistent.

CLV is not changing their retrofit. Don't plan to change it. So it won't be completely consistent. It would be nice if all Clark County jurisdictions would be same so we know what we are dealing with. It's a big stress reliever if technician would know the consistent codes valley wide.
Employees of County and City would be much more interchangeable. Literally, if city was jammed up, someone from County could do inspections if they were both on same code and same interpretations.

Is City toughest anywhere they need to review? Sprinkler retrofit ordinance is the big one. One thing the CLV FD doesn't do as well as Henderson for example, is communicating changes to the code or changes to the interpretation of the code to the engineering community. Can't keep up with all the changes, need updates.

ServiceOne good thing CCFD does is a standing weekly meeting where I can discuss multiple projects, which is a big time saver. I may have LVVWD and Civil Engineer and owner there to discuss one particular project. It is a regular process of discussion so we can keep the projects compliant. If there are specific code interpretations that relate to the projects, hopefully they come up in the discussion. I think developed as a method so that CCFD wouldn't get 40million calls everyday. Came out of when it was an overload,

developers found out and joined in. Works pretty well.
Don't necessarily need it in City, but for big projects is excellent. It is predictable from our standpoint and the client's standpoint since we have a regularly scheduled meetings; more definitive to have the standing meeting times.

Published standards for plans check and stick with them. Want more guidelines, be consistent. County offers it now, publish guidelines, checklist, CLV should do the same. As they change things, they update.

Utility approval before final. More fire demands on our system, want opportunity to see if existing infrastructure can support the proposed development before they come out of the ground. Also want, when adding to existing development, to see if existing services are adequate. Need that opportunity in the design process before they ever break ground or have approved plans or permits.

FD website is horrible to use. Info is not up to date. Very difficult to get the applicable code info from the CLV page. You have to know where the stuff is hidden. It needs a total revamp. That is how CLV could really support the FD to do this. We always have to call and ask if that is the current guidelines and FD usually says no.

Chokepoints: none consistent

Sprinkler retrofit ordinance – city adopted, no one else does it. At what point does the retrofit restart? It's all interpretation.

What else is on the top 3 list? Inspection side – over last year and a half, we've been going through hopefully a streamlining process for the all systems test. In the old days it was everyone from B&S, FD might have 50 people there. It was generally very disorganized. There was an attempt to streamline it. All systems testing needs more work, thought, concerned resources to get it done.

One of the things is that CLV requires for smoke control systems to have a 3rd party verify the system works. I try to encourage FD visit while the 3rd party is out to verify the work so that at the end of the day, FD really accepts the 3rd party report. Trying to get the # down to keep costs down.
Need FD to verify the 3rd party is checking their stuff. It will require they go out at 3am, I don't think they want to do that. But it's needed.

Review all systems testing and have FD accompany 3rd party reviewer as part of their inspection stuff instead of at the very end. Coordinate with B&S so they don't contradict in the all systems test.

4. Notes From the Building Permits Focus Group

- Communications with the design industry and architects and the CLV. Procedures change and we don't know about it until we file. We miss new forms, applications, different number of drawings. Policy changes need to be communicated. Open e-mail to everyone involved in the process. When the county made changes to the zoning ordinance, they would send it out on the e-mail and mailing lists. Use AIA.
- It is important that customers get notified. It's important to do more than just AIA, since many people don't have access. There needs to be an avenue for non AIA people. Bill – ultimately an e-mail list or thoroughly up to date website.
- Projects with support from the 10th floor are treated vastly different from other projects all the way across the board. When a call comes down from the 10th floor, the process goes more smoothly. Council gets their hands on stuff and either pushes it through or slows it to a stop. Damage control is an issue. Influence is an issue. When a phone call gets made, it can be problematic.
- B&S has terrible problem with us/them mentality and culture of mistrust. Developers are bad; architects are trying to get away with stuff.
- Consistency issues. Two different plans checkers interpret the same plans differently. They interpret the code vastly different than the other jurisdictions.
- Civil engineers, civil works department. Mayor wanted to raise fees and wanted the industry behind them. He promised that he would straighten out the Public Works process. Civil engineers are part of the process and they impact building permits. Public Works has improved somewhat, but still takes forever. Bill – each department has its own time frame, they don't look in between departments.
- In their defense, they do work their tails off. The issue of silos with PW is a separate issue. We go express plan check for the simple reason to pull them together. Entitlement process, if there was a way to plus or minus 5% the area, or generally appears as the concept, so that it is just an administrative change rather than starting the process over, it would be very helpful. Bill – it's clear that entitlement issues are the biggest, if Council has to put a condition on it, or there is even a minor change, the process starts over.
- Bonnie – how is the Express Plans Check working out? Is it positive? Express plans check works. It's a positive in the City. Not sure why we have to do it in order to get everyone together, but at least there is a way to get everyone together. Last 4-5 projects we've done express plans checks, and everyone gets together and it makes it much easier. The only negative thing is that once the express plans check is done, it slows back down to the regular process.
- We do every project through expedited plans check. The fact that we HAVE to have the expedited plans check to get it done is a problem. There is no project that doesn't have a time constraint. Bonnie – so you wouldn't mind paying the expedited fees as a normal fee to keep this process as the standard? There isn't a single client who has been unwilling to pay extra to get good and fast service.
- Need a different approach for small projects, such as a block wall, as compared to larger projects. County has a really good system on inspection reports, at City have to call and try and reach someone. There are no assigned staff members who work with us and are accountable. It's a challenge.

- Appeals process is ridiculous, especially now. County has established method of establishing an alternative means and methods process. To my knowledge, the city doesn't even entertain this process; you just have to go to the appeals board. Wastes a lot of peoples time. County is more efficient, but not trying to give credit to the county as they are irritating every single day.
- IBC adopted performance-based design; city chose to go with prescriptive based design, where county adopted it.
- One of our biggest problems is for small and medium sized jobs when we have a job requires placing water service, at least half as much time as the whole job to get the permit, we need a streamlined way to get the process done. Say, if job is under $3000 expedite. Same thing, why do I need to through plan check if I'm replacing a single pipe or something like that? There needs to be more involvement with the Internet, honestly. So we can get the permit and be done and out of there.
- Drawing integration process at the city, we have to do it ourselves, which is a big problem as we have to physically insert them and it is prone to errors. None of the other jurisdictions have us insert our own drawings. When our employees have to follow city policies on insertion, it's a big problem. It's a complicated job the city should do for us like the other jurisdictions do. The Holy Grail is the electronic plans submission.
- Clerical errors by the city cost clients hours to fix missing paperwork. Just another place to point fingers.
- One issue is now, with the lay offs, and is that everyone is afraid for their jobs. They are caught between operating as efficiently as possible and still be accountable. Have to get past that to be accountable.
- Disgruntled employees in plans review versus inspections. Inspectors reject something the plans review people accept. It's a VERY serious problem. The inspectors trump the plans checker, in the County they have to work it out, in the City; you have to appeal the inspector, which is why we are in appeals all the time. We do appeal at the county or Henderson or NLV, we just work it out. We have to appeal at the city.
- B&S has to review when there is building code, unless the plans examiner has that, they reject it. Fire protection report not reviewed by B&S. Rod Clark impossible to get a hold of. Rod is qualified, but hard to reach.
- ICC interpretation on code, B&S rejects it. It happens all the time where the city doesn't do ICC interpretation. Rod is a No-man. He's not interested in producing safe buildings; he's interested in enforcing code compliance. Rod isn't good at that. He's got tunnel vision. He's now the head of the appeals board. We used to have more than Rod.
- Huge flaw in the appeals board, the appeals board has the person who rejected you on it.
- In their defense, one of the problems is that they have attorneys looking over their shoulders. If there is an iota of possible problem, they aren't going to stick their neck out and get smacked by attorneys. That's a good point, but that's what the alternative means and methods process is for. Brad Jerbic ends up running the B&S department.

If you submit through ICC, the city is insulated from liability. We think that the city attorney's office influences B&S; they refer to city liability all the time.

- Political fear, justification used is legal liability. B&S is not willing to make the same kind of decisions that other building departments do all around the country. The building official no longer makes the call as he doesn't have the expertise to do it. The only one with that knowledge is Rod Clark, who is a No-man.
- Two basic issues: 1) method, which needs to be revamped; 2) leadership required to run this; and 3) whoever is the Code Official either needs to not accept performance, or will accept it as that is the entire way the process is going for the future.
- Situation requires performance, but city requires prescriptive.
- Unpublished interpretations internal to Building that aren't published. It is the city's policy that "…" but it isn't online, or AGC, etc. Code requirements are there, but the city wants to see it, we end up putting stuff on drawings that are false.
- Residential builds, big problem is communication. If there is a hold up, we are constantly trying to find out why, they don't e-mail or call, communication is just not there.
- On the field side is a stand-in inspector, who bogs up the works until a regular inspector comes back. No documented or communicated issue resolution between inspectors.
- Bonnie – what kind of tools, equipment, and training is needed for them to do their job? We're hearing also environment for decision-making in the city is bad.
- Big issue between FD & Building, how they butt heads. It's a natural friction, not just city. Other jurisdictions reconcile that friction better. The county is a challenge too. For small projects, easier to separate life safety, but on big projects, easier to slip it through by hiring someone to do that work, then B&S will rubber stamp if FD likes it.
- County-wide amendments that the jurisdictions adopt, but all enforce it separately. City tends to ignore it. On codes, plans reviewers are not involved and on their own, have to train the plans checkers. No representation from city's plan checks side on code amendments (electrical side).
- There is a mechanism valley-wide (SNBO – So. Nv. Building Officials), but city is very poorly regarded at SNBO. The city has been widely regarded as a non-participant or a joke. Gone from bad to worse as the Building official is a non-technical guy. Couldn't get the city to sign on to valley wide processes. Because of prescriptive versus performance based design – philosophical difference. IBC is based on performance based design, city adopted IBC, but not performance based.
- Philosophy of city versus everyone else is so adversarial in the field. It appears like it's a badge of honor to shut things down. Time is money for private sector, other entities work with that understanding, partner and help developers, and there is no awareness of that in the city. City doesn't partner for us. Henderson partners, one of the best, to make sure public is safe, but that buildings get built. Everyone tried to get out of the city. Profit drives business and the city doesn't have any conception of that. If city drags the process, we lose profit, so we go elsewhere to an entity who will work with us as a partner.

- Predictability is key to profitability. 100 day schedule is better every time than a schedule that is all over the map. That is the FUNDAMENTAL PROBLEM. We charge more for city projects because of the adversarial relationship the city has with other stakeholders and other entities.
- On some inspections, it's easier to save up and pay on the Saturday, rather than to piecemeal it.
- There are some good things in the city. The field inspectors actually look at our drawings. CLV has electrical inspectors that understand the drawings, read them, and enforce them. That's a plus. Henderson has combo inspectors who don't understand or read them.

Group Discussion:

Timeliness

Plans check timeliness - Depends on the plans checker; it's gotten better because there are fewer plans checkers.
Inspections – timeliness is not a problem. City was quicker to roll over anyone else when it was busier. What is a legitimate time frame for an inspection call? ONE DAY.
City works real good on same day and emergency inspections. Very seldom do they not work with us on that.
QualityWe don't put construction sets for the city to approve, we put it together so the contract will build it. It's a whole different mind set in the city.
CLV weren't plan checking structural, we were for it, but think they are going to have a peer review. We were for structural being plans check. They check calculations, but for a while they didn't have the staff. Their thoroughness is very good.
Online – can check plans check but not inspections. Online inspection tracking is done in other jurisdictions and is really helpful.
Performance based design is the way the world is going, with sustainability, etc. If they don't address this issue, they can't address the mandate of an efficient city.

Service

How often do you have to call a Manager or Council person to get the plans check. Not all the time, but more often than in other jurisdictions. It's a small town.
Inspections – handled by professionals, but every disagreement has to be solved in appeals.
Electrical side, you can go to Randy Hunter, who will make a decision and does it very well. He will research and justify the answer. We may not like it, but they are consistent. Goes back to how long the stop will be.
CFO stage – one issue is that they will catch something that is valid, that could have been easily caught at the rough-in stage. It was installed weeks ago, but could have been

inspected and checked early for a mentality of helping, not hurting us. Slows down buyer getting into the house.
Commercial CFO, it is hard to collate all the NNC solutions or minor clarifications into the set and get them approved. City requires that where other jurisdictions don't. Intermediate steps would expedite the final report. Owner is always waiting for that final report.
Fire Alarm side hard to get in to CFO meets with coordination.
Physical locations to submit – one building. Moving to the Atrium building. East tower City hall design was really well thought out to help the customer. I hope they continue that with the new city hall.

Us versus them, enforcement VS partnership is a real issue. Have been working through at least 5 city managers who have sought to turn this cultural thing around and were not able to do it. Why can't we change from institutional entity to partner based. This is good news someone is looking from the outside. City is hardest jurisdiction to work with. If city would go to NOV program it would be phenomenal. NOV is notice of violations inspected to see what changes would make without permits.

Need to shift to performance-based to truly build buildings that are efficient and compete in this world, we have to do it.

Appeals board is set up with city internal staff. Needs to have external experts on the appeals board, like with other jurisdictions.

Submit utilities under certain guidelines and processes, which would be very helpful. Also separate counters for separate types of builds. Why should a block wall go to the same counter as a hotel? Makes no sense

5. Notes From the Drainage Studies, Traffic Studies and Civil Plans Focus Group Meeting

Group Discussion:

Civil Plans

Personal preferences in review (by the reviewers – imposing personal style in improvement plans that doesn't affect public safety or right of way). Bill – what do they say when you ask them to show you the code? Typically it ends up in an argument and they say if you want my signature you will do what you want.
Not how can I help, but why should I do this attitude from management all the way down. Pervasive throughout department down to plan check level – Land Development (Wayne Dowdy and Dennis Moyer)

Developers must physically move the mylars between departments. No one in the city is allowed to do so, and it's only three steps between Planning (who calls for the developer to pick up the plans, then turn into Land Development). They used to do it, but don't anymore.
After they have approved plans from Civil, they get sent off to be copied, when developers get approved plans back, they have to make more copies and then go back and resubmit even though there are copies in their plans library. They don't talk to each other.
Two status in CLV tracking development process – approved and completed. Water district won't sign until it says completed. This causes big delays. Spend about an extra 100-150 miles and 3-4 hours of the processor's time for the signatures.
Unless 3 line items all say complete, we can't submit total plans to get signed by planning to get engineers. Won't even accept fees.
This issue occurs with even CLV projects.
The departments need to communicate and TALK to each other.
Design side on plans check – that's the personal preference issue.
We do design, show design, they come back with changes. Then when we submit again, same plan checker wants it revised 180 degrees or back to where it was originally submitted, specifically to traffic.
Review times are too high, last traffic study waited 2 months.
Has been instances where tracking the study has been faulty. They will lose it. It was on someone's desk and he/she didn't realize it. Lost/slow because of misplaced studies.
Back in busiest season, I would have waited 4 months, or gone to get replacement sets.

Drainage Studies

Deed access to existing, approved drainage studies. County puts previous studies online. Need the existing studies to update the current study. Have to physically research or track down the original consultants to get copies.
Fees are less in county than working in city, because I can access the old studies from the county website. City has the information, but it is not scanned and not accessible. Bad customer service. The city has access, but the developers don't. It's like looking for buried treasure.
Centennial standards are available, but you have to call and request you the pdf, but they aren't available online and you have to know EXACTLY which one you are looking for.
Need more communication, availability of documents, old studies online. GIS mapping, etc.
City could provide lists of related studies.
Generally, we feel that drainage studies go well, however, one thing that is just phenomenal – condo conversions. Make sure it complies with existing draining study, check it, except THEN they wanted us to make improvements, and lots of them. Then it became a moving target. It was the moving target problem that created a headache. Tied to the draining study putting asphalt on adjacent roads or improving sidewalks, which doesn't have anything to do with draining. The list juts got longer and longer and longer. It became so much of a hassle that we stopped doing condo conversions in CLV, kept doing them in all other jurisdictions.

Lack of communication – if studies expire, send a letter notifying developer so they can update and get a current approval letter.

Traffic Studies

Water district is different. Do not NEED permits, plan checks, or inspections on LVVWD build, only need NDOT permits, etc. CLV tries to enforce it and leave blank lines on the bond estimate forms that they fill in later and hit it by surprise. They charge fees arbitrarily. There are no estimates. The new bond estimates are insane. They made it so that the fees don't change, but the amount of the bond changes. Didn't get council approval. Development costs more, so we justify it.

New bond estimate forms are NUTS. It is insane.

Code is clear for storm and sewer, but is very UNCLEAR for water. Almost was written for just customer distribution of power.

If someone makes a call (to the 10th floor), things suddenly CHANGE. Same for traffic and draining. Not so much civil. Traffic has far reaching implications, so it happens quite often.

Often LVVWD will go drill a small hole to maintain the system, Ozzie forces them to upgrade the fire hydrants by refusing them to sign, trying to blackmail them into updating the development. If necessary, they do it under emergency permit. What happens is that they agreed to reimburse LVVWD for the hydrants, but not for the installation. Installation was not even on the street where work was going. Same thing occurred for transmission, forcing updates when it is just maintenance. Can see if it's requirement of developer, but not for basic maintenance and because you are just IN the area.

Timeliness/ Predictability

Imposing personal preference significantly delays it.
If it is not EXACTLY as shown on the improvement, inspectors now force them to make revisions to the plan and submit it again. Cannot just show them in the as-builds. Talking submittal fees, revision times, approvals, etc. Because inspectors aren't allowed to use their knowledge.
Same thing occurs in civil plans, sometimes the change is so small but they still force them to resubmit on the blue lines. In county, if it is not life safety, we can comment and submit without changing the mylar. Henderson FD likes to say blue lines, but if you meet with them, they will be reasonable, but not CLV.
Inspections – LVVWD tries to do the right thing and close out the permits so the contractor does not get any penalty. We do everything we can to get inspections, send letters, call in for inspections, and it still runs a couple of months to close the permit. With the emergency work on distribution side, we have own inspectors go in, then call for their inspectors, then have to renew permits constantly. Then they come back saying

we don't like this small issue, then we have to redo. They then accuse us of not cooperating with them to get the inspectors to come close out permits.
Letters will be sent all work is complete 3 weeks prior to permit expiration, if they don't inspect before the expiration date, we have to renew permits. They should go out within 24 hours of receipt of the request for inspection. We are told that LVVWD is treated differently, "when they get around to it" and we are as much a developer as private sector. State law says we don't have to do it, but we still do it. We are ready to go back to not bothering permits. LVVWD will not release contractor from contract obligations until the city inspects it. They are held up for 2-3 months because the city won't close out.
QualityCivil – no problem with professionalism.
Draining – getting new people that still need training, we seem to have to train them. Part of the problem is that people that are reviewers have never worked in the private sector. They've been in public agencies their entire lives and don't understand; there is no sense of urgency. Complete disregard that we are trying to get a job done and make the city better and there is a developer with a load of cash who want to invest it in the city so why does the city start with a No?
This area has TOO much empowerment. Centennial standards are the worst. Same in Summerlin, and their HOA.
Service

Favoritism: Lot of it is just personalities. If there are reviewers you get along with, and the plans go to that person, you'll have an easier time with it. City seems stricter on city projects than non-city projects. Others found the opposite to be true. The wish lists don't appear, private side has cumbersome issues to address or conditions to meet.

Biggest issues:

- Publish standards
- Get rid of personal preference
- Make sure codes are met, don't go outside it
- Departments coordinate with each other
- Take the attitude we are here to encourage development and be here for developer, the attitude would change within the city
- Easier to do development if it is an unimproved area versus a developed area
- Land development doesn't coordinate with design within P&D

Appendix D
Staff Responses to Focus Group Input

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Staff Responses

Bill Kirchhoff summarized the Focus Group meetings: 5 meetings, multiple attendances by developers, 50+ participants; they were civil but frustrated, specific examples were provided, minimal personal attacks. One of the difficulties is applying new codes to the old parts of downtown; until that gets resolved, there won't be much development.

Are we being compared to the Henderson model? NO
What are the top five priorities?

- INCONSISTENCY
- INSIDE POLICY DECISIONS THAT ARE NOT PUBLISHED
- MECHANICS OF THE PROCESS THAT SHOULD NOT BE THERE; EVERY SILO IS MANAGED BY A DIFFERENT BUSINESS SYSTEM AND CULTURE, BUT DEVELOPMENT & REVIEW HAS TO GO THROUGH ALL THESE

If one person said in this organization, we are going to produce the inconsistency complaints and that is our focus for the next year, then everyone could hop to it.

Question of the make-up of the focus groups? Did they include developers, contractors, and engineers? THERE WERE FIVE GROUPS: Sprinkler; Traffic, Civil Plans & Water; Development; B&S; etc.

Bill: I don't see any routine Development Process meetings that deal with these issues, and they should be done almost on a weekly basis.

Chief Bell – I concur, we don't meet, and maybe we should.

Bill: I've never been in a city where the Development team didn't meet on a weekly basis to resolve issues in the process. For example, when engineers and developers have to insert their own changes in the plans; I've never heard of that anywhere.

It was to expedite their process.

Bill: I wouldn't do that; I wouldn't want couriers to mess with city records.

Ozzie – This was an approach to help them speed up the process.

Dennis - The easiest solution would be to have B&S handle all this, but it would require that B&S increase their staff back up.

Bill: We are looking for the BEST solution, not the easiest. Adding staff is not necessarily the answer. One other issue was that plans come up missing all the time.

That and the plan inserts would be addressed with the electronic plans check. What type of missing plans?

Bill: Sets of plans go missing internally; staff has to track down plans to review them.

Chief Klein: Plans check in and check out application in HANSEN does not work. It's cumbersome and takes longer to review check in/check out than to review the plans. The tool we use isn't designed for plans check. HANSEN was designed to count manholes, and has been adapted to do what we do. It's a closed architecture; we don't have control of the software architecture to make changes to make it easier. Out goal is to give the customer what they need in a timely manner.

Bill: We don't want plans to be out and not know where they are.

Dennis - Could establish a librarian, Chris (Knight) and I have talked about that in the past, but it never got done.

Bill: I'm not being critical, just saying while this is low level, it should be looked at. I'm just saying the dialog doesn't happen.

Dennis - It does happen, we do have dialog. Chris Knight discussed the librarian, not sure why it didn't happen.

Yolanda – STAFFING

Ozzie – To do this, we have to have the staffing. We are enterprise funded.

Bill: You may not need additional staff, maybe just balancing staff.

Dennis - In reality, the plan wasn't lost. Just being used by someone else. Has the city ever lost plans? B&S

Rod – yes, rarely. It's usually as simple as one plan rolled into another plan when a reviewer is reviewing multiple sets of plan.

Dennis - When you are talking about time lost looking for plan, what is the comparison with developers having them waiting for resubmittal?

Bill: I'm looking at it at a more fundamental level. Chasing plans costs money.

Dennis - It's an issue that we are working on with the electronic plans review. We aren't going to lose it. It will be PW methods of sending multiple plans out.

Bill: How many plans are actually required? I have yet to get a consistent answer.

Dennis - Depends on what it is for. If you do the entitlement process, it can be up to 22 – 25 sets. Civil requires 5, Fire requires 3, and B&S requires 2.

Ozzie – We need to look at B&S, as they are the hub. We need to get a number of how many to need to prevent loss.

Chief – It's not fair to say they are lost, they are just being utilized.

Bill: Untracked then.

-- Another issue to address is the plan coming up for review, out of order. What if they were set up in order, and so that plans are available by time.

Ozzie – that's a problem there.

Rod – we analyzed it internally and the linear system takes more time than the rotation system.

-- Hansen knows what reviews need to be done; it should open it for those who need it.

Ozzie – I've been asking for that for a long time, but it costs a humongous amount of $.

Chief Klein– this isn't a Hansen bash-fest, but we've been looking at this for year.

-- We are already getting complaints about how many plans we have to submit.

Bill: but how complicated is that. If you determine the number of plans you need, it's a done deal and a non-issue. Nobody in this org can tell me # of plans needed or received.

Chief Klein– categorized on the type of drawing and project scope. There are different types of reviews.

Bill: Development community anywhere would much rather provide more plans if it will speed up the process.

Dennis - 22 when getting entitlements; then B&S requires 2 sets. They are different drawings. Multiple processes that occur linearly.

Chief Bell – do it this way because to have them submit the entire group of plans is not feasible.

Ozzie – for Construction – 5 sets of civil for all the departments. I think that's where the bottle neck is. Recommend make it 5 to simplify this process.

Bill: I still can't find out how many are truly needed. If 2 gives you a problem and 5 clean it up, why not do 5? There isn't a mechanism here for this type of dialogue and decisions.

Sherri – It was my understanding when HANSEN was being developed that developers would get access and sees all the inspectors' comments. A lot of the contractors in the field still don't have that information. They don't know how many comments are available or what is available. Seems like part of this is misperception.

Bill: here's another example of lack of coordination. If you want a business license, you go to business license, but they send you to P&D for zoning. P&D gives them zoning information. Planner doesn't sign off that they are zoned appropriately, they are just sent back to licensing.

-- Planning does a zoning check in the mainframe system. If denied, then a generic letter goes out, doesn't explain WHY the license was denied. Sometimes the business owner doesn't do their homework but Planning is blamed.

Chief Klein– sometimes it is because the building is not safe to do the business. Planning did their job.

-- Sometimes the applicants don't explain WHAT their business is and zoning depends on that.

Bill: why do applicants have to troop back and forth between facilities and departments? Why can't it take a telephone call?

-- Sometimes in past it was quicker to drive down rather than us to call.

Chief Klein - in all honesty, applicants can use city interactive map to check zoning too.

Bill: is it worth making the adjustments in Finance & Business services to expedite this and so P&D planners don't have to spend time on this?

Bill: Lots of little problems in the process, not departments. Most of the problems are mechanical. Org structure issue may be solved with the DCM over all development departments. Final is org culture. No single culture established.

Sherri – did the focus group participants asked for a single point of contact or list of information?
Bill: yes, the County website for development is much easier to use and more information provided than Clove's site. The goal for the website is to decrease the number of calls received. County only has 2 clicks and into development area. In CLV, almost to 4-5 click level. The developers say we they just call the FD and they tell us. But IT has to have the right information and sites.

Dennis – if we are going to be honest, IT is a major problem. Hansen went out in 2005, phase 2 was started 6 months later and we are still working on it.

Bill: that relates to the whole IT system. The fact you don't have an electronic plans submittal process surprises me. It's the IT side of it. I didn't even think about that you didn't have an electronic tracking system in a city of this size.

Dennis – We have tracking, just not a plan review system. You have to have a stamped set of plans for approval, not for reviews.

Bill: If IT had the system in 5 years ago, when the state law came in, the bugs would have already been worked into the system. My criticism on that is the IT department, not this group.

Bill: Any other questions? My suggestion is that a committee gets established to go through findings and determine which ones are accurate and which are misperceptions.

Chief Klein - I want to address the comments on code changes. In the previous code adoptions, there have always been non-city related people involved. In this group of codes, we have the same people there before and same engineering groups. These comments that we change with no input isn't really true. We have met legal requirements for transparency.

Bill: Typically coming from two different architects from different firms.

Ozzie – sometimes they develop plans a year or so out and the code has changed between the time of submittal and actual build out. We have tried to be proactive, tell developers of upcoming code additions and they complain that it isn't in the code currently.

Dennis – what do you want us to do with this information?

Bill: I will put this in the report, and eventually management will determine how to deal with the report. My guess is that they will go over the feedback and address these issues as issues or as non-issues. It's a customer survey.

Dennis – none of us knew the purpose of this meeting when we started.

Bill: You are talking about stacked silos again. Spoke with DCM and Department Directors and the fact that you didn't know about this meeting's purpose tells me there are still communication issues.

We have two levels of this. The summary report, in the final report, we will stick everything that has been typed up into the final report.

Chief Klein - is there a chance to respond to these comments?

Bill: Not to me. These are just findings that are part of the report. After the report is received, Department heads will go through each finding and validate/invalidate them. They will identify 25 or so priorities, and as a unified group, they will develop a plan of action.

Bill: I will recommend an implementation committee. I strongly encourage the DCM to be involved; a lot of this stuff takes finance and organizational change, but not necessarily the directors. In my findings, they are generally critical because we don't look for the positives. But I can tell you that a lot of the information is wrong.

Bottom line, departments run very well, but the process is horrible. For a city of this size, level of professionalism, staffing level, these problems should occur.

Rod – seems to me the silos occur from the top down. We in the front line talk to each other all the time.

Bill: Like this?

-- Some of them are project based. Not like this for the process.

Ozzie – on the process, it's usually a telephone call.

Rod – We don't live within silos because we can't operate within them.

Bill: Almost all my findings will come from the staff, and the written reports submitted by departments. I doubt there is one thing that I will bring up that staff hasn't mentioned. The flaw is not in the level of professionalism, work ethic, but in the connectivity.

Chief Bell – is there only one way to do that?

Bill: The DCM of development has to spend time on this. That deputy, for a city in this size, has to have 80-90% of his or her time dedicated to development stuff. The caveat is we need someone with a development background to do this.

Chief Bell – then the organizational structure, and the head over development process would be accountable to the DCM.

Bill: If you have a qualified person at DCM level, then all the process stuff could be straightened out.

Chief Bell – could that be a unified command rather than one person, say an SME from each department, work for this?

Bill: Ultimately, in a bureaucracy, there is one final person responsible. The Henderson model uses a task force process instead of one person. Sometimes its personality or interdepartmental tensions, and ONE person (the DCM) has to break the tension and decide what the priorities are. If I got a report as a CM, I would tell the DCM that they have 6 months to get this fixed, so work with your departments to fix the process.

If you had more meetings like this, you could hammer problems out. The development is driving the community; it is more competitive now and will be for the next two decades.

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Appendix E
AIA Las Vegas Input

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Las Vegas AIA

A Chapter of the American Institute of Architects

November 10, 2009

Kirchoff & Associates
PMB LM013
P.O. Box 189003
Coronado, CA 92178 9003
Attn: Mr. William E. Kirchoff, Managing Partner

Dear Mr. Kirchoff,

The efforts of the City of Las Vegas to improve the development review process are greatly appreciated by the Las Vegas Chapter of the American Institute of Architects. Our members care deeply about this City and believe that together we can effect positive changes. You have asked for our input and accordingly, we are providing you with a summary of our concerns.

This letter is presented on behalf of the members of the Las Vegas Chapter of the American Institute of Architects, and the AIA Las Vegas Codes Committee. AIA Las Vegas represents approximately 85% of licensed architects practicing and residing in Southern Nevada. Many of our members are experts on Building Codes and City Planning and have diverse design experience in jurisdictions throughout the Las Vegas Valley and literally across the world. This paper seeks to summarize the sentiment of our organization in the hope that we can build stronger working relationships with all stakeholders in the development process.

The challenges associated with development in the current economic crisis are extreme. Most local architecture firms have receded to their "core" leadership teams, and it is clear that we're not out of the woods just yet. A review of City of Las Vegas processes and procedures couldn't come at a better time. The development community desperately needs help to efficiently and quickly move projects through the City's development review process. To be completely frank, the other local jurisdictions (Clark County, City of Henderson, City of North Las Vegas) currently do it better. These other jurisdictions, while far from perfect, provide a more development friendly process. Simply said – it is less expensive to develop projects outside of the City of Las Vegas, than within its boundaries. Ultimately, this affects City of Las Vegas property values and seriously impacts the economic base.

Through a series of focus groups, architects and design professionals have deliberated on issues that we feel should be addressed in the City's review of the building process. Included here are a series of concerns that, if effectively addressed, could dramatically improve the business environment, and position the City at the forefront of responsible development for the coming recovery.

Building Department

1. **Professional Leadership.** The City's Building Department recently filled its Director vacancy. While we support this individual's tenure in the position, he does not have sufficient experience in construction, engineering, design, or life safety to serve as the City's Building Official – a technical position of significance in any jurisdiction. The individual who serves as Building Official has ultimate responsibility for the safety of buildings in our community. A competent and experienced technical leader should be identified to serve under the Director, to function as Building Official, and oversee the administration and enforcement of technical issues relevant to

the development process. It is our opinion that the skill set required for this position is not currently available among existing staff members, and the City should seek qualified individuals in a broad regional or national search.

2. Appeals Process. The City Building Department's appeals process needs to be changed to better reflect the procedures of other jurisdictions that handle the process more successfully. In its current form, the City appeals board is comprised only of City staff – plan checkers and inspectors. Few if any of these individuals have the qualifications to pass judgment on highly technical issues where alternate methods of compliance with the intent of the building code are presented. As a result, this board seldom allows construction solutions outside the strict parameters of the prescriptive requirements of the code. This creates myriad problems for developers, contractors, engineers and architects, who are denied when seeking to design and build innovative solutions to complex life-safety issues.

The International Building Code, originally adopted by the City of Las Vegas in 2004, specifies the creation of a Board of Appeals (IBC Section 112), and stipulates that its members, appointed by the governing body (City Council), "are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction (emphasis ours)."

This would be the proper composition of a City Appeals Board, and would allow for the implementation of safe and effective innovative solutions to life safety issues, as well as run-of-the-mill code interpretations and solutions.

3. Regional Consistency. Among the four major local building department jurisdictions, the City is widely considered the most strict, and to some extent, the most arbitrarily strict. It is difficult to understand why the City's building code interpretations, and Fire Code are often so much more stringent than adjacent jurisdictions. Are buildings within CLV boundaries inherently more dangerous than those in the County? In the absence of objective evidence, why are more stringent measures needed in the City? Historically, the City of Las Vegas Building Department has often avoided association, or even communication, with other valley building departments. In fact, it's only been the last few years that the City adopted the same building code as the other jurisdictions. Despite the development community's desire, and the obvious efficiency associated with regionally consistent code interpretations, the City has avoided regional consistency. This adds costs and uncertainty to construction projects within the City, and leaves developers, owners and contractors somewhat at the mercy of the City Building Department, and its internal group of Appeals Board members, not to mention discouraging projects within the City.

4. Unpublished Interpretations. The City has avoided publication of routine code interpretations, and internal code interpretation policies. This frequently leaves the design community guessing as to how the City might interpret even simple issues and conditions. The City rarely shares the interpretations of other local code enforcement jurisdictions, and there is no feasible or fair appeals process. As a result, architects and engineers are forced to redesign, and contractors are forced to build and re build to conform to code interpretations of which they have never been made aware. This needlessly adds significantly both to design and construction costs, and creates unpredictable and costly delays.

5. Superfluous Information Required on Drawings. The City building department requires information be shown on plans submittals that no other local jurisdiction requires. The City requires that approved fire rated and other technical assemblies be copied onto the drawings and printed as part of the plan submittal documents. Architects have been told this is because the City's inspectors cannot carry the basic codes with them in their trucks. This policy has cost architects, engineers, developers and project owners hundreds of thousands of dollars over the years, simply so that inspectors are not required to carry books they already own in their trucks.

During construction, contractors request and architects and engineers provide clarification to the construction documents – it's a normal part of the construction process on all projects, large and small. These clarifications are typically provided on 8 ½" x 11" sheets, usually wet-stamped by the design professional. The City, unlike the other local jurisdictions, requires these 8 ½" x 11" pages be placed on full size drawing sheets for approval by the plans check division. It is reasonable to require these clarifications to be approved by the building department, but requiring them to be aggregated and printed onto full size sheets needlessly delays construction progress, costing untold thousands in additional design and construction fees. We have been told the reason for this policy is to make drawings easier of the City of file.

6. Performance Criteria Not Accepted. The City adopted the new International Building Code (IBC) around 2004. Prior to that date the City used the Uniform Building Code (UBC). The new IBC essentially consolidated the requirements of the three primary codes used throughout the United States – the "Uniform Building Code", the "Southern Building Code", and the "BOCA Building Code," and merged the administrative bodies supporting these codes. The new IBC represented a fundamental shift in the way buildings are analyzed and promoted "Performance Based" evaluation of building assemblies, as opposed to less sophisticated "Prescriptive Based" design. Performance based evaluation allows the designer to present building assembly solutions based on what they *do*, whereas prescriptive based evaluation is based simply on the assembly's physical characteristics, where adequate performance is *assumed*. All the other localities accept performance based analysis, but the City has not accepted this fundamental shift in building design. Instead, they require designers to go straight to appeals, in order to vary from the code's prescriptive requirements.

There is no question it's easier to plan check prescriptive design assemblies, and for smaller, less complicated buildings, this process presents few problems. However, for larger more complex projects, prescriptive based design does not allow for the safest and most innovative, state of the art solutions.

7. Inspection Issues. City of Las Vegas Building Inspectors often over rule plan checkers. Despite what is often an insufficient understanding of building code and life safety issues, inspectors often "fail" constructed work that conforms to the approved permitted plans. When this happens, the contractor has no recourse other than to submit for an appeal hearing, often waiting a week or longer. This causes constant and costly delays in the construction schedule. In the other local jurisdictions, disagreements between field inspectors and plan checkers still occur, but they are usually quickly resolved, often by phone, on the spot.

City of Las Vegas field inspectors rarely quote the reason for rejecting "non conforming" work. If the inspector finds work to be non conforming, he should note on the rejection notice the reason for the rejection, and always provide a specific code reference and/or a specific reference to the detail in the construction documents with which the work does not comply. The lack of these references causes significant construction delays and increased costs.

8.The Cultural Challenge. The City Building Department can at times be somewhat difficult and unhelpful. Design professionals often feel it's an "us against them" mentality. It is difficult for us to understand why the City Building Department doesn't embrace more of a team approach with the Las Vegas Valley development community. We desperately need a strong and sincere commitment to "customer service". This would represent a dramatic cultural shift within the building department, and would position us to address all our issues together. The current culture has been institutionalized, and is deeply engrained, but if we can "fix" just this one problem, we believe all the others would fix themselves.

Fire Department

1. Fire Sprinkler Retrofit Ordinance. The City adopted a Fire Sprinkler retrofit revision to the Fire Code in May 2005, requiring existing buildings, not required to be sprinklered when originally constructed, be retrofitted with new sprinklers, or new Fire Barrier walls.
The amended City Fire Code states:***13.3.2.3.5*** *Alterations, renovations, tenant improvements, or any change in occupancy use in any existing building greater than 10,000 square feet in total area, that contains an area greater than 5,000 square feet that is not separated by a 2 hr fire barrier, shall require the installation of an automatic fire sprinkler system within the entire building. (Ordinance #5768)*

The problem is the broadness of the "triggering event." This is being interpreted by the building department and fire department as being required with virtually any alteration, revision or tenant improvement. None of the other jurisdictions apply retrofit requirements in this way, and this one revised clause in the Fire Code has the affect of adding dramatic costs even to the most minor improvements. At a minimum, the City should better define the threshold of work necessary to trigger the sprinkler retrofit, and this threshold should be set fairly high. An appropriate threshold might be:
a. A change in use or occupancy resulting in a use or International Building Code occupancy classification more stringent than that approved with the most current Certificate of Occupancy; and /or b. Improvements representing changes to more than 25% of the floor area.

A change in tenancy in itself should not trigger a retrofit. Neither should maintenance activities, repairs, replacements, etc.

Planning and Zoning

Planning Staff Lacks Authority to do their Jobs Effectively. Planners seem reluctant to express an opinion about a project proposal. Perhaps they fear a reprimand, or some other negative ramification. As a result, planners become simply administrative box checkers. They are not permitted to exercise any judgment, and often present themselves as a "first defense" against virtually all planning applications. They appear not to be well respected among other city staff, and this seems to lead to a well defined avoidance of ownership or responsibility. This results in duplicated efforts and significant additional cost and time for project owners and applicants.

Planners should be mentored in the planning philosophies of their superiors and the City Council. They should be encouraged to provide meaningful input to applicants, and their judgment should be respected by their own and other departments. At the same time, the City should seek well-qualified professionals with a sound grasp of basic and advanced planning principles. As the qualifications of these individuals improve, they will begin to take ownership in the City's planning process. That's what it will take to earn greater respect among members of the construction and development community.

2. The Cultural Challenge. In many respects, the Planning Department suffers from many of the same cultural challenges as the Building Department. It sometimes seems to applicants that the goal is to erect as many barriers as possible to slow or completely prevent development. Developers seem to be very poorly regarded and the validity of any development approach is frequently met with skepticism, at every phase. We feel the answer is a more customer friendly and helpful environment to deal with today's complex applications – a team approach with "buy-in" at every level. We're building the City together.

3. Superfluous Layers in the Submittal and Review Process. The Pre-Submittal process is unproductive and inefficient. The information provided by City planners at pre submittal

meetings is rarely accurate or comprehensive. When a design professional submits an application, if he/she submits the information noted by the pre submittal planner, the City should accept it. In practice this rarely happens, and most applicants are made to scramble in order to develop additional or revised submittal documentation to avoid missing the filing deadline.

AIA Las Vegas has submitted these concerns honestly and forthrightly, and we trust they will be considered in the spirit in which they are intended – as thoughtful and sincere input. We hope you will not hesitate to contact us should you desire additional input. Thank you for the opportunity to be a part of this important process and we anxiously await the positive improvements surely to occur as a result of our working together.

Yours truly,

Randy Lavigne, Hon. AIA
Executive Director
AIA Nevada / AIA Las Vegas

James Stroh, AIA
Chair, AIA Codes Committee
AIA Las Vegas

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City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

RENOTIFICATION - 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, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

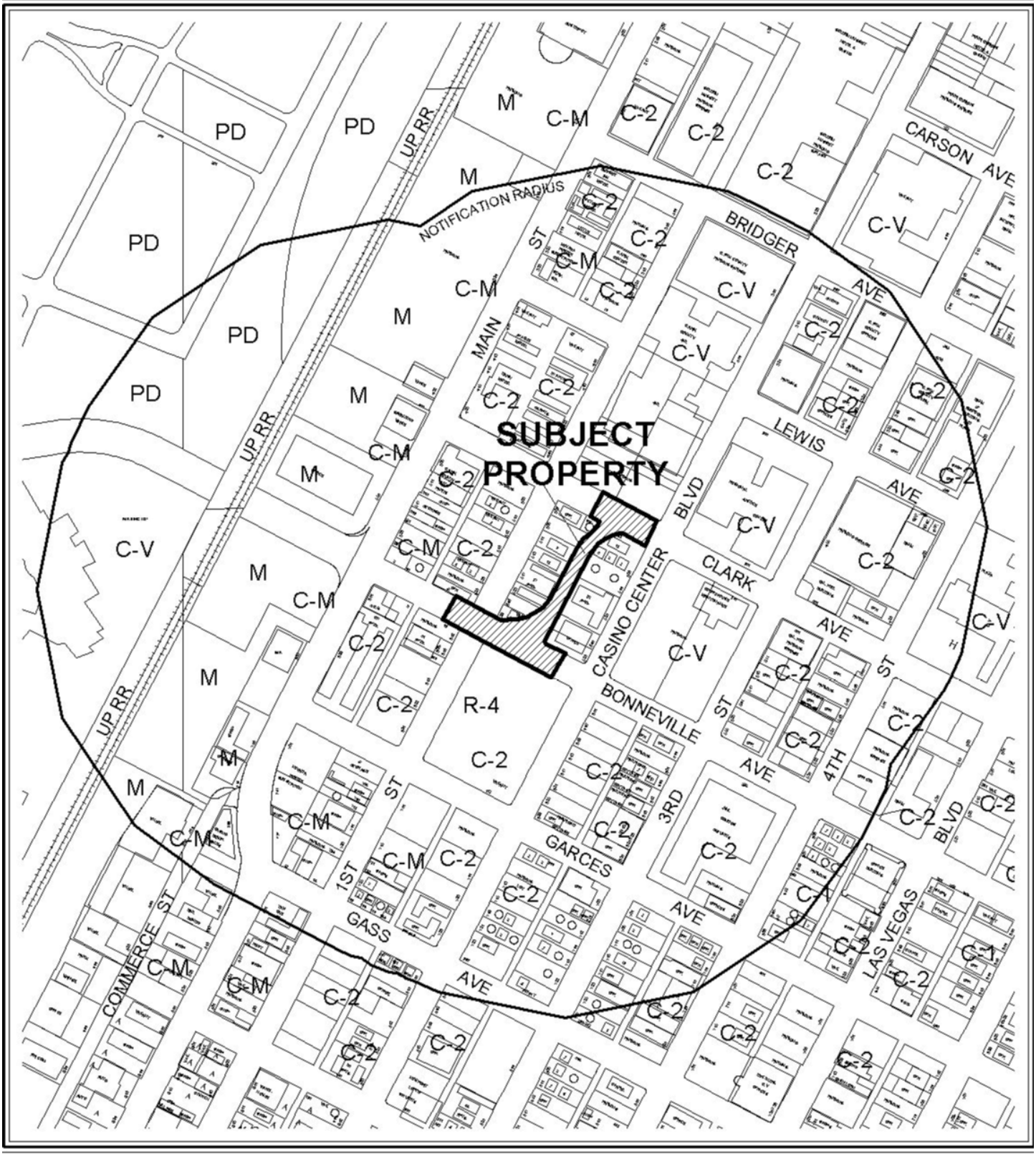
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

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



CASE: **GPA-35729**

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CASE: **GPA-35729**

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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JANUARY 20, 2010
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 DECEMBER 16, 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

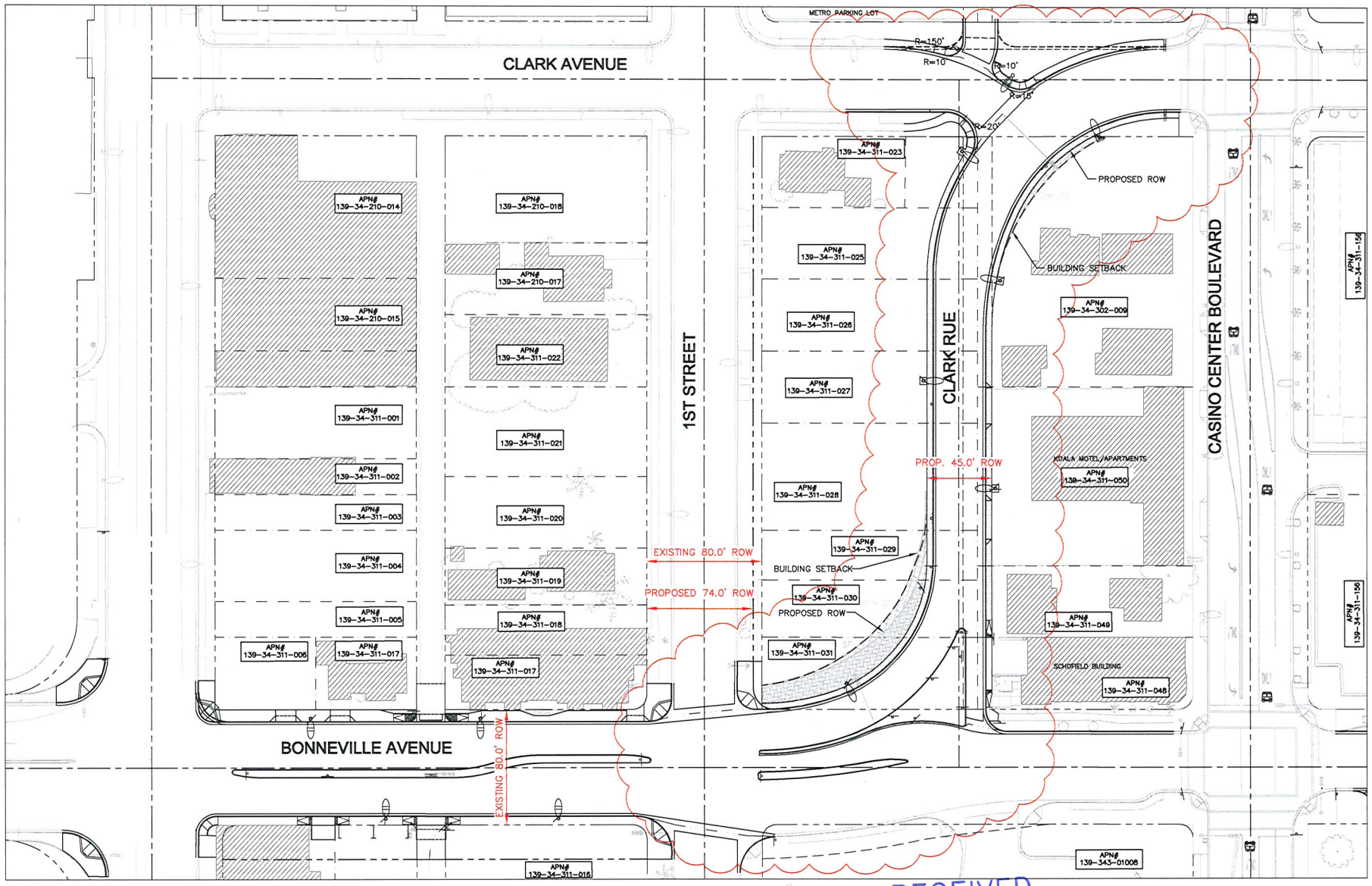
Subscribed and sworn before me

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



GPA-35729
01-20-2010 CC

RECEIVED
JAN 06 2010

BONNEVILLE/CLARK ONEWAY COUPLET

December 28, 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
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OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

DEVELOPMENT
SERVICES
CENTER

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

August 24, 2009

Doug Rankin
Manager, Current Planning
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

RE: MASTER PLAN OF STREETS & HIGHWAYS AMENDMENT – BONNEVILLE/CLARK ONE-WAY COUPLET

Dear Mr. Rankin:

Please accept this letter as justification to amend the City's Master Plan of Streets & Highways to add a secondary collector to connect Bonneville Avenue with Clark Avenue between Casino Center Boulevard and First Street, and to reclassify Bonneville Avenue from an 80-foot secondary collector to a 125-foot parkway arterial between Casino Center Boulevard and Main Street.

The Bonneville/Clark One-Way Couplet will improve the mobility of traffic through downtown Las Vegas by serving as the primary east-west connector, which will link Downtown to interstates and surrounding neighborhoods. This project will enhance the capacity of the roadway system, increase parking, provide wider walkways with streetscapes (landscaping), lighting, and other amenities that will be "pedestrian-friendly". Both Bonneville and Clark Avenues are already on the City's Master Plan of Streets & Highways as 80-foot collectors and will be converted to a one-way couplet system. The new roadway connection west of Casino Center will connect westbound traffic on Clark Avenue to Bonneville Avenue.

Please feel free to contact me at 229-6541 should you have any questions regarding our request.

Respectfully,

Greg McDermott
Engineering Project Manager
Public Works

cc:
Jorge Cervantes, P.E. – Director, Public Works
Cheri Edelman, P.E. – Deputy Director/City Engineer, Public Works
Bart Anderson, P.E. – Project Manager, Public Works

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5
Stavros S. Anthony, Ward 4

City Manager
Elizabeth N. Fretwell

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

RECEIVED
OCT 02 2009

SUBJECT: GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *October 8, 2009* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

[signature] 10/2/09

Signature Date

Greg McDermott

Please print name

City of Las Vegas

Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda

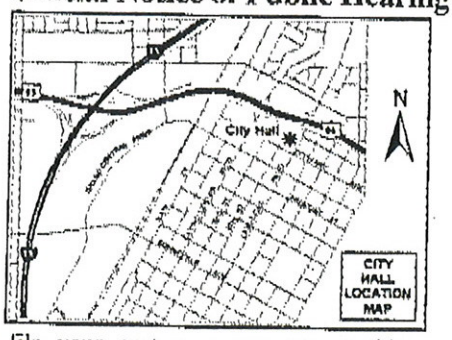
Date 10/2/09 Item 6

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 06 2009

Case: GPA-35729

13934311006
PETO FAMILY TRUST ETAL
550 E CHARLESTON BLVD #F
LAS VEGAS NV 89104-1303

GAVDS11 89104

Submitted after final agenda
Date 10/6/09 Item 6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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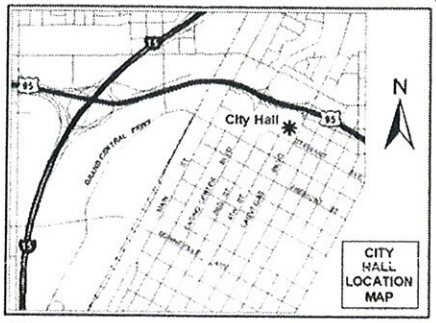
MAILED FROM ZIP CODE 89101

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.

GPA-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 07 2009

Case: GPA-35729
13934210004
OAKBROOK REALTY & INVEST II LLC
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

GAVDS11 60181

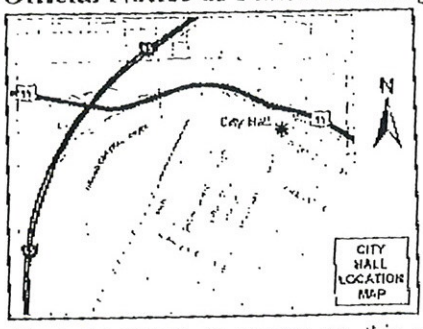
Submitted after final agenda

Date 10/7/09 Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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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

GAVDES11 89101

Submitted after final agenda

Date 10/5/09 Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

09-25-09

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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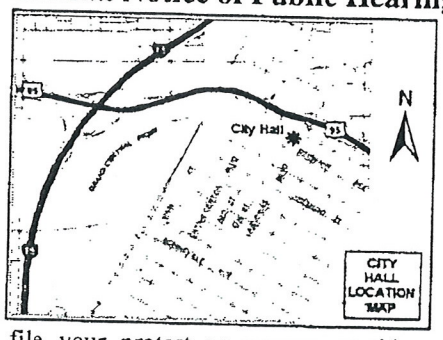
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

2009 SEP 28 A 9:35
RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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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.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-36074 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Population Element, All Wards. The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Conditions (Not Applicable) and Staff Report
2. Supporting Documentation
3. Las Vegas 2020 Population Element
4. Justification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-36074 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The request is to adopt the Population Element, thereby incorporating it into the City of Las Vegas 2020 Master Plan.

The Population Element is intended to accomplish the following:

- Identify future availability of resources vital to supporting population.
- Identify demographic characteristics that impact population growth.
- Identify population thresholds based on future land use.
- Prepare a table of potential population scenarios.

The preparation and adoption of the Population Element is an important step in achieving the city's priority to "create, integrate, and manage orderly and sustainable development and growth of our community," as called for in the Strategic Plan.

The Population Element is compliant with NRS 278.160, which requires cities with a population of 400,000 or greater to adopt a population element that accomplishes the following:

"An estimate of the total population which the natural resources of the city, county or region will support on a continuing basis without unreasonable impairment."

BACKGROUND INFORMATION

Draft copies of the Population Element were distributed internally to the Departments of Public Works, the Office of Business Development, Neighborhood Services, and Fire & Rescue for review. Externally, draft copies were distributed to the Regional Transportation Commission, the Southern Nevada Water Authority, the Las Vegas Valley Water District, and the Las Vegas Metropolitan Police Department. Comments and recommendations were returned and incorporated into the draft document.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/01/92	City Council adopted the city of Las Vegas General Plan through Ordinance 3636
09/06/00	City Council adopted the city of Las Vegas Master Plan 2020 through Ordinance 5250
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #9/rjw).

Neighborhood Meeting	
11/2/09	A public meeting was held at Rafael Rivera Community Center, 2900 Stewart Avenue. No members of the public attended the meeting.
11/3/09	A public meeting was held at Centennial Hills Active Adult Center, 6601 N. Buffalo Drive. No members of the public attended the meeting.
11/4/09	A public meeting was held at Mirabelli Community Center, 6200 Hargrove Avenue. No members of the public attended the meeting.

ANALYSIS

The purpose of the Population Element is twofold. First, this document is intended to fulfill the requirements of state law, as set forth in the Nevada Revised Statutes (NRS) 278.150 through 278.160, and second, to recommend strategies and actions to facilitate the implementation of the goals, objectives, and policies contained in the Las Vegas 2020 Master Plan related to future population growth.

As a component of the 2020 Master Plan, the Population Element is intended to not only satisfy the NRS requirement, but also to provide a comprehensive document that will assist with the planning for future population growth and resource allocation.

Relationship to the Nevada Revised Statutes (NRS)

The Nevada Revised Statutes (NRS) are the current codified laws of the State of Nevada. The Statutes of Nevada are a compilation of all legislation passed by the Nevada Legislature during a particular Legislative Session. The proposed Population Element conforms to the following Nevada Revised Statute:

NRS 278.160, "Subject matter of master plan," requires that the city of Las Vegas prepare and adopt a comprehensive, long-term general plan for the physical development of the city. This document, known as the city of Las Vegas 2020 Master Plan, must also include a Population Element, which includes: "An estimate of the total population which the natural resources of the city, county or region will support on a continuing basis without unreasonable impairment."

Relationship to Las Vegas 2020 Master Plan

The city of Las Vegas 2020 Master Plan consists of a series of goals, objectives and policies within its elements. The 2020 Master Plan was approved in September of 2000, and it provides a broad policy structure intended to direct the actions of the city regarding land use and development for the period from 2000 to 2020. The individual elements are intended to provide a more specific direction, through detailed analysis and recommended actions, as to how the city should respond to certain land use issues. The intent of the Population Element is to identify demographic trends, project future population levels, determine resource availability and establish goals, objectives and policies for addressing future growth and resource availability within the city of Las Vegas.

Relationship to the city of Las Vegas Strategic Planning Guide Priorities

The proposed element is supported by the city of Las Vegas Strategic Planning Guide with the following priorities:

- Create, integrate, and manage orderly and sustainable development and growth of our community.

FINDINGS

The proposed master plan element meets the intent of NRS 278.160 by:

Showing an estimate of the total population which the natural resources of the city, county or region will support on a continuing basis without unreasonable impairment.

In order to be able to effectuate the requirements of NRS 278.160 the Population Element has four broad-based recommendations. They are:

Recommendation 1:
Estimate the City's population on an annual basis

- An estimate of the City's population as of July 1st of each year is required by Nevada Administrative Code (NAC) 360.364 and due to the Nevada State Demographer by October 1st of that year.
- The Southern Nevada Regional Planning Coalition (SNRPC) endorses the estimation process adhered to by all of the entities within Clark County. The final countywide estimate is presented to the SNRPC Board in November of each year for confirmation that it has followed the mandated processes and for validation of the results.
- The annual population estimate determines the number of dwelling units, households, and people within the City limits and assists in determining adequate service provision levels.
- The City of Las Vegas annual estimate is a component in the formula used by the Nevada State Demographer in determining that office's annual Population Estimate as of July 1st of each year, which must be certified by the Governor of Nevada no later than March 1st of the following year.
- The State Demographer's annual estimate is a component in determining the City's share of the Basic City County Relief Tax (BCCRT) and the Supplemental City County Relief Tax (SCCRT) which apportions millions of dollars in revenue to entities within Nevada.

Recommendation 2:

Lead and participate in regional annual population projection programs

- Participate in the development of the Regional Economic Modeling Inc. population projection model. The REMI model is funded and approved by the SNRPC and is used to determine countywide population projections through 2050. The model output is used as a baseline for population projections at lower levels of geography such as Traffic Analysis Zones (TAZ), ZIP Codes, and individual cities.
- Continue to lead and participate in the development of the Land Use Work Group (LUWG) model. The LUWG uses currently vacant land to determine future population in Clark County and the cities within by applying a "land use" to parcels that will determine the future population level and offers the ability to determine population at sub-county levels. The LUWG model also determines non-residential uses which allows for the estimation of traffic volume levels and future public and private service provision.
- Aside from uses in planning by various entities, including the city of Las Vegas, the projections are used to determine availability of resources by entities such as the Southern Nevada Water Authority (SNWA) and the Regional Transportation Commission (RTC). The projections also play a major role in demonstrating the Las Vegas Valley's ability to comply with air quality standards in the coming years which determines future funding from the federal government.

Recommendation 3:

Lead and coordinate local Census programs

- The decennial Census determines the level of funding Nevada and its municipalities receive from the Federal government for ten years.
- The Census determines a states numbers in the House of Representatives and the number of electoral votes for presidential elections.
- Census information is invaluable to planners and helps to establish the identity of a community.
- Inter-censal estimates - annual updates of population conducted by the U.S. Census Bureau - determine the level of funding for local social and community oriented programs such as CDBG and other grant reliant programs. Entities have the ability to appeal these estimates if they are felt to be inaccurate.

Recommendation 4:

Monitor population change on an annual basis as it applies to levels of service standards established by various departments in accordance with the City of Las Vegas 2020 Master Plan.

- Develop databases with historical and current population figures and historical and current infrastructure levels. Supplying affected departments with accurate data will allow for a more comprehensive analysis of needs:
    - Per the Public Safety Element, build a new police substation to equal one (1) per 125,000 population.
    - Per the Transportation Trails Element, develop between 3.75 and 5.68 miles of trails per 100,000 population.
    - Per the Parks & Recreation Element:
        - develop 2.5 acres of park space per 1,000 population.
        - build one (1) Neighborhood Center per 10,000 population.
        - build one (1) Community Center per 25,000 population.
        - build one (1) Regional Center per 75,000 population.

By effectively carrying out these recommendations, the city of Las Vegas will be compliant with the requirements of NRS 278.160.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) N/A

Project Name Population Element **Proposed Use** N/A

Assessor's Parcel #(s) N/A **Ward #** All Wards

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Updates element in Las Vegas 2020 Master Plan

PROPERTY OWNER City of Las Vegas **Contact** Richard Wassmuth

Address 731 S. 4th Street **Phone:** (702) 229-2080 **Fax:** (702) 384-1397

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT City of Las Vegas **Contact** Richard Wassmuth

Address 731 S. 4th Street **Phone:** (702) 229-2080 **Fax:** (702) 384-1397

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE Thomas A. Perrigo **Contact** Richard Wassmuth

Address 731 S. 4th Streeet **Phone:** (702) 229-2080 **Fax:** (702) 384-1397

City Las Vegas **State** NV **Zip** 89101

E-mail Address tperrigo@lasvegasnevada.gov

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Thomas A. Perrigo

Subscribed and sworn before me

This 2nd day of October, 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 #	GPA-36074
Meeting Date:	11/19/2009
Total Fee:	
Date Received:*	10/6/09
Received By:	

*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: **GPA-36074** APN: _____

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: Thomas A. Perrigo

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Thomas A. Perrigo

Subscribed and sworn before me

This 2nd day of October, 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

DRAFT

POPULATION ELEMENT

LAS VEGAS
MASTER PLAN
2020

11-19-2009

DRAFT

GPA-36074
11/19/09 PC

RECEIVED
OCT 06 2009

EXECUTIVE SUMMARY

The purpose of this document is to meet the requirements of state statute, and to provide an understanding of the people who live in Las Vegas. The story of the people of Las Vegas is one of stability within a dynamic, rapidly changing environment. Stability comes from those who live in Las Vegas. According to Census 2000, 68 percent of the population has lived in the same county since 1995. However, adjusting for new residents ~~over the last five years~~ between 1995 and 2000 reveals that 87% of the population who lived in Las Vegas in 1995, were still there in 2000. On average, approximately 25,000 changes in households (new resident or moved to different home within Clark County) per year occurred between 1995 and 2000. Between 2000 and 2007 the average was approximately 22,000 per year. ~~People move to Las Vegas for economic opportunity, and stay because of the exceptional quality of life. According to a survey conducted in 1999 by the Planning and Development Department, 77% find the quality of life to be good or excellent in their neighborhood.~~

Change comes from those moving to Las Vegas. The City added ~~220,335~~ 83,952 to its population ~~over the last ten years, ranking Las Vegas in the top ten nationally for numeric population change as well as percentage increase~~ between 2000 and 2007. This change adds to the excitement of living in one of America's most dynamic, culturally diverse Cities. Some of the highlights of the people who live in Las Vegas, and the change that is occurring, are mentioned below.

- Between 1990 and 2000, Las Vegas went from being the 63rd largest city in the United States to being the 32nd largest city. Among the cities Las Vegas vaulted past during the ten-year span were Atlanta, GA, Minneapolis, MN, Cleveland, OH and St. Louis, MO. Since 2000, Las Vegas passed Louisville, KY, Oklahoma City, OK, Portland, OR, and Tucson, AZ on its way to becoming the 28th largest city in the United States.

- The influx of new residents has created a more diverse city. Greater than 80 percent of the population increase between 1990 and 2000 ~~is~~ was due to migration from outside Clark County. That figure decreased to approximately 76 percent since 2000. The growing population has not meant a loss of stability in the City's neighborhoods, however, as the percentage of people who have been in the community (their home or another home within Clark County) for five years or more increased between 1990 and 2000.

- The rate of home ownership ~~has increased for householders of all ages and by race/ethnicity~~ increased steadily between 2000 and 2006 but declined in 2007 due in large part to the increase in foreclosures. ~~The number of householders who own their home increased by 108 percent between 1990 and 2000. Among minority householders, the increase in home ownership was 229 percent during the same time~~. Overall, the number of people who own their home increased by 16 percent between 2000 and 2007.

- Education levels of residents have increased, particularly levels of higher education. The number of Las Vegas residents with high school diplomas increased by ~~91~~ 23 percent while the number of residents with college degrees increased by ~~150~~ 41 percent ~~during the past decade~~ since 2000.

- Median Household Income has increased by ~~50~~ 23 percent between ~~1990 and~~ 2000 and 2007. ~~Even when~~ When adjusted for inflation, Las Vegas residents' buying power increased by ~~20~~ 2.4 percent during

the ~~ten~~ seven year span. Income increased for each race/ethnicity and for residents in every age group.

- For Las Vegas residents who drive to work, the commute time remained under 30 minutes. Private vehicle use to commute to work ~~decreased~~ increased by three percent between ~~1990 and~~ 2000 and 2007. At the same time, the rate of people ~~the number of people~~ who use Public Transportation to get to work increased ~~by~~ nominally (0.2 percent) ~~threefold~~ but their numbers increased by 27 percent.

IMPLEMENTATION

Recommendation 1:

Estimate the City's population on an annual basis

- An annual estimate of the City's population is required by Nevada Administrative Code (NAC) 360.364.
- The annual population estimate determines the number of dwelling units, households, and people within the City limits and assists in determining adequate service provision levels.
- The CLV annual estimate is a component in the formula used by the Nevada State Demographer in determining the annual Governor Certified Population Estimate.
- The annual estimate is a component in determining the City's share of the Basic City County Relief Tax (BCCRT) and the Supplemental City County Relief Tax (SCCRT) which apportions millions of dollars in revenue to entities within Nevada.

Recommendation 2:

Continue to lead and participate in regional annual population projection programs

- Participate in the development of the Regional Economic Modeling Inc. population projection model. The REMI model is funded and approved by the SNRPC and is used to determine countywide population projections through 2050. The model output is used as a baseline for population projections at lower levels of geography such as Traffic Analysis Zones (TAZ), ZIP Codes, and individual cities.
- Continue to lead and participate in the development of the Land Use Work Group (LUWG) model. The LUWG uses currently vacant land to determine future population in Clark County and the cities within by applying a "land use" to parcels that will determine the future population level and offers the ability to determine population at sub-county levels. The LUWG model also determines non-residential uses which allows for the estimation of traffic volume levels and future public and private service provision.
- Aside from uses in planning by various entities, including the city of Las Vegas, the projections are used to determine availability of resources by entities such as the Southern Nevada Water Authority (SNWA) and the Regional Transportation Commission (RTC). The projections also play a major role in demonstrating the Las Vegas Valley's ability to comply with air quality standards in the coming years which determines future funding from the federal government.

Recommendation 3:

Lead and coordinate local Census programs

- The decennial Census determines the level of funding Nevada and its municipalities receive from the Federal government for ten years
- The Census determines a states numbers in the House of Representatives and the number of electoral votes for presidential elections
- Census information is invaluable to planners and helps to establish the identity of a community
- Inter-censal estimates - annual updates of population conducted by the U.S. Census Bureau - determine the level of funding for local social and community oriented programs such as CDBG and other grant reliant

programs. Entities have the ability to appeal these estimates if they are felt to be inaccurate

Recommendation 4:

Annually monitor "outside" sources of population and demographic data that can impact the City.

- Monitor U.S. Census data, specifically the American Community Survey for changes in characteristics of the City's population such as Race and Ethnicity, Age, and Language Spoken at Home that can impact service provision.
- Evaluate sources of population estimates and projections such as the Nevada State Demographer for changes that impact the City. The locally developed estimate, mentioned in Recommendation 1, comprises half of the formula used to develop the State Demographer's population estimate which is a component of the formula used to determine funding levels throughout the state.

Recommendation 5:

Establish population/service level database

- Develop databases with historical and current population figures and historical and current infrastructure levels that will allow for analysis of future needs.
    - Per the Public Safety Element, build a new police substation to equal one (1) per 125,000 population
    - Per the Transportation Trails Element, develop between 3.75 and 5.68 miles of trails per 100,000 population
    - Per the Parks & Recreation Element:
        - develop 2.5 acres of park space per 1,000 population
        - build one (1) Neighborhood Center per 10,000 population
        - build one (1) Community Center per 25,000 population
        - build one (1) Regional Center per 75,000 population

2. INTRODUCTION

PURPOSE

The purpose of the Population Element is twofold. First, this document is intended to fulfill the requirements of state law, as set forth in the Nevada Revised Statutes (NRS) 278.150 through 278.160, and second, to recommend strategies and actions to facilitate the implementation of the goals, objectives, and policies contained in the Las Vegas 2020 Master Plan related to ~~sustainable~~ population growth.

The Population Plan must accomplish the following:

- Identify future availability of resources vital to supporting population.
- Identify demographic characteristics that impact population growth.
- Identify population thresholds based on future land use.
- Prepare a table of potential population scenarios.

ENABLING LEGISLATION

The Nevada Revised Statutes (NRS) adopted by the Nevada State Legislature in 2001, made effective in 2002, govern the subject matter of the master plan. Subsection 4 of NRS 278.150 (4) states

> *In counties whose population is 400,000 or more, the governing body of the city or county shall adopt a master plan for all of the city or county that must address each of the subjects set forth in subsection (1) of NRS 278.160.*

The subject matter of the master plan in NRS 278.160 states:

> *Except as otherwise provided in Subsection 4 of NRS 278.150 and Subsection 3 of NRS 278.170, the master plan, with the accompanying charts, drawings, diagrams, schedules and reports, may include such of the following subject matter or portions thereof as are appropriate to the city, county or region, and as may be made the basis for the physical development thereof.*

Among the elements to be included in the master plan as required by NRS is a Population Plan, adopted by the Nevada Legislature in 1991:

> *(g) "An estimate of the total population which the natural resources of the city, county or region will support on a continuing basis without unreasonable impairment."*

Preparation and adoption of this Population Element fulfills the City's statutory obligation to include a population plan in its Master Plan.

PLANNING CONTEXT

The Population Element will replace the Population Plan in the 1992 Las Vegas General Plan. The Population Plan updates the existing plan and addresses current legislation, specifically, NRS 278.150, the requirements of which pertaining to the Population Element are shown in the Enabling Legislation section. In addition, the downturn in the Las Vegas economy requires reassessing future population growth.

The Population Element is a portion of the Master Plan, adopted in September 2000, which represents Phase I of the Master Plan project, forming the framework for the contents of Phase II: a series of elements; special area plans; and long-term land use designations, including a revised future land use map. The Population Element is among those identified for completion during Phase II of the Master Plan project.

RELATIONSHIP TO THE LAS VEGAS 2020 MASTER PLAN

The Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to Population Planning. As a component of the Master Plan, the Population Element is intended to not only satisfy NRS requirements, but also to provide a comprehensive document that will assist with the long-range planning of the future growth to meet the needs of the city as it continues to grow. This element provides a baseline of detailed information that will aid in the decision making processes that determine the city's ability to continue to grow without undue strain on available natural resources. The Population Element links the broad policies of the Master Plan with growth and resource programming and ultimately assists in the decision making process.

GOALS, OBJECTIVES AND POLICIES

The Master Plan outlines broad policies, while each individual element builds on those policies and provides the specific direction as to how the city should accommodate particular Population issues. The Master Plan policies are organized into seven themes developed by the Master Plan Steering Committee. Realization of these policies requires long-term planning commitments integrated with the strategic plan.

The following goals, objectives and policies from the Las Vegas 2020 Master Plan provide the policy framework and direction for this element.

Reurbanization

GOAL 1: The Downtown area will emerge as the preeminent hub of business, residential, government, tourism and gaming activities in the city of Las Vegas and as a major hub of such activities in the Las Vegas Valley.

OBJECTIVE 1.8: To ensure that the needs of the homeless are addressed in a manner which is compatible with the other long range objectives for the Downtown.

POLICY 1.8.3: That the City identify and evaluate the core issues that create a homeless population, and attempt to address those issues to the extent possible.

Newly Developing Areas

GOAL 3: Newly developing areas of the city will contain adequate educational facilities and recreational and open space and be linked to major employment centers by mass transit, including buses, and by trails.

OBJECTIVE 3.1: To ensure that new residential subdivisions , with the exception of areas currently designated as rural preservation neighborhoods by Nevada statute, are developed into walkable communities, where reliance on auto trips for convenience shopping and access to education and recreation is minimized, and where development densities support transit.

POLICY 3.1.2: That new residential neighborhoods emphasize pedestrian linkages within the neighborhood, ready access to transit routes, linkages to schools, integration to local service commercial activities within a neighborhood center that is within walking distance of homes in the neighborhood.

~~POLICY 3.1.3: That residential areas be within walking distance of a neighborhood park.~~

~~POLICY 3.1.5: That urban hubs at the intersection of primary roads, containing a mix of high density residential, commercial and office uses, and containing pedestrian linkages, be supported.~~

Regional Coordination

GOAL 7: Issues of regional planning significance, requiring the city of Las Vegas to coordinate with other government entities and agencies within the Valley, will be addressed in a timely fashion.

OBJECTIVE 7.1: To ensure that the natural resources of the City, particularly those that directly support and enhanced quality of life for its residents, are protected.

POLICY 7.1.1: That air quality throughout the City be improved through the reduction of carbon monoxide from automotive emissions and through the reduction of dust particulates.

POLICY 7.1.3: That the City work with the Las Vegas Valley Water District to ensure that the quality of the City's drinking water remains high, while maintaining an adequate water supply at reasonable cost.

POLICY 7.1.5: That the City takes the necessary steps to monitor and evaluate the quality of stormwater discharge, and ensure measures are taken to improve the quality where appropriate.

POLICY 7.1.8: That the City encourage water conservation.

POPULATION ANALYSIS

POPULATION GROWTH

Census 2000 revealed a population of 478,630 in Las Vegas. The City's population increased by more than 93,000 in the 1980s, and added another 220,000 ~~since~~ between 1990 and 2000 for an increase of 85% during the decade. The numeric population change was fourth highest in the nation among all cities; the top three were New York, Phoenix and Houston. According to the U.S. Census Bureau, the City's percentage increase was 10th highest among cities with over 100,000 people. In fact, Las Vegas climbed the ranks of large cities in the U.S. growing from 63rd largest in 1990 to 32nd by 2000. Since Census 2000, the City has continued to add population and climb the ranks of U.S. cities. According to the Census Bureau's American Community Survey (ACS), Las Vegas had a population of 562,582, an increase of 17.5%, making it the 28th largest city in the U.S in 2007.

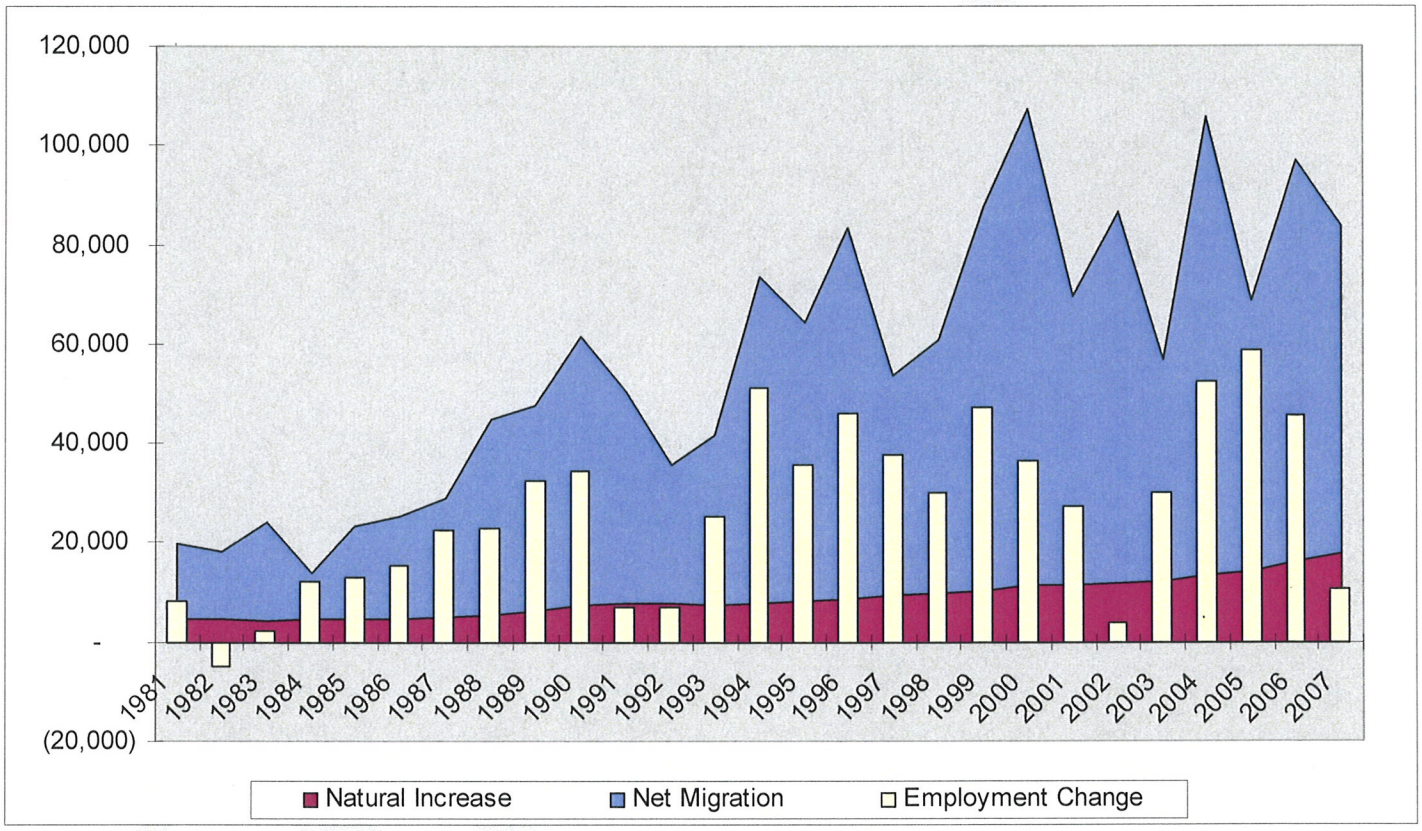
Table 1
Population Change

	2000 Population	2007 Population	Numeric Change 2000 - 2007	Percent Change 2000 - 2007	Rate of Change 2000 - 2007
United States	281,421,906	301,621,159	20,199,253	7.2%	1.00%
Nevada	1,998,257	2,718,337	720,080	36.0%	4.49%
Clark County	1,375,765	1,996,654	620,889	45.1%	5.47%
Las Vegas	478,630	603,093	124,463	26.0%	3.23%
Reurbanization Area	12,932	8,517	(4,415)	-34.1%	-5.79%
Neighborhood Revitalization Area	204,376	216,192	11,816	5.8%	0.81%
Newly Developing Area	83,511	171,500	87,989	105.4%	10.83%

Source: Year 2000 population and year 2007 U.S. population is from the U.S. Census Bureau
Year 2007 Nevada population is from the Nevada State Demographer
The remaining year 2007 population figures are from the Southern Nevada Consensus Population Estimate

Historically, more than 80 percent of the County's total population growth has come from net migration (in□migration minus out□migration) as the economy produces jobs that attract workers and as retirees continue to find Las Vegas attractive. Migration to Clark County is shown in Figure 1, which also shows employment changes. Migration appears to be closely related to changes in employment. ~~Jobs, however, are not the only reason people move to Las Vegas. In a 1999 survey conducted by the Planning and Development Department, respondents indicated that the primary reasons for moving to Las Vegas are the Quality of Life, Climate and Job Opportunities.~~ However, the influx of Seniors, many of whom are retired and not seeking employment, continues to be strong.

Figure 1
Change in Population and Employment



Sources: State of Nevada Bureau of Health, Planning and Statistics, 2009;
State of Nevada, Department of Employment, Training and Rehabilitation, 2009;
U.S. Bureau of the Census, 2007.

POPULATION CHANGE: MIGRATION AND NATURAL INCREASE

The ratio of births to deaths is much higher for the Hispanic, Black and Asian populations, indicative of a generally younger population for these race and ethnic groups. As such, changes in jobs/employment may affect these segments of the population more strongly. The birth/death ratio may be indicative of disproportionately high in□migration of White retirees moving to the area. Migration of White retirees to Las Vegas is not tied to employment, at least not as strongly, as it is with minorities of all ages. This would suggest that as long as the amenities retirees seek (quality of life, cost of living, etc.) remain favorable, they will continue to move to Las Vegas.

~~Las Vegas is likely to continue to become more diverse in the future.~~ The natural increase in population, that is births minus deaths, ~~accounts~~ accounted for 16 percent of the total population increase in Clark County between 1990 and 2000. Between 2000 and 2007, natural increase accounted for nearly 24 percent of the population increase. Las Vegas is likely to continue to become more diverse in the future. Among Blacks and Hispanics the rate is ~~28~~ 36 percent and ~~21~~ 26 percent respectively. Perhaps more telling is the ratio of births to deaths. For the population in general the ratio was ~~2.2~~ 2.1 to 1. For Hispanics there were nearly 13 births for each death. Among Whites the ratio was ~~1.4~~ 1.1 to 1, among Blacks it was ~~3.3~~ 2.5 to 1, and among Asians it was ~~4.5~~ 5.1 to 1. Currently, ~~33.7~~ 39.4 percent of the population less than 20 years of age is Hispanic. Conversely, ~~76.6~~ 72.5 percent of the population 65 years of age and greater are White.

During the three decades 1970 to 2000, the rate of population growth has been approximately 5 to 1 in favor of migrants. While ~~Migration~~ migration to Clark County continued to be the greatest contributor to the areas population increase, accounting for ~~84~~ 76 percent of the growth between 2000 and 2007, natural increase saw substantial growth during that time. In spite of the influx of immigrants to Clark County, natural increase rose substantially between 2000 and 2007, going from 16 percent to nearly 24 percent. Nearly ~~55~~ 66 percent of those migrating to Clark County ~~during the 1990's~~ since 2000 were minorities. These data suggest that the minority population is younger and therefore likely to continue to experience a high rate of natural increase in the future. ~~Over time natural increase will gain a greater share of the overall population increase.~~ Trends indicate that within the next few years the rate of natural increase for Whites could be flat, meaning that there will be an equal number of births and deaths, perhaps even slightly more deaths than births.

Table 2

Components of Population Change 2000 - 2007, Clark County, Nevada

	White	Black	Hispanic	American Indian	Asian	Other	Total
Census 2000	828,669	121,401	302,143	7,761	71,226	44,565	1,375,765
Census 2007	958,018	170,373	511,145	10,174	130,671	55,951	1,836,333
Population Increase	129,349	48,972	209,002	2,413	59,445	11,386	460,568
Percent of Increase	28.1%	10.6%	45.4%	0.5%	12.9%	2.5%	
Percent Increase	15.6%	40.3%	69.2%	31.1%	83.5%	25.5%	33.5%
Births 2000 - 2007	84,397	21,272	81,413	1,405	16,607	2,639	209,996
Deaths 2000 - 2007	75,153	8,563	6,310	340	3,278	415	101,133
Natural Increase	9,244	12,709	75,103	1,065	13,329	2,224	108,863
Increase by Migration	120,105	36,263	133,899	1,348	46,116	8,747	351,705
% Natural Increase	7.1%	26.0%	35.9%	44.1%	22.4%	23.2%	23.6%
% Increase by Migrants	92.9%	74.0%	64.1%	55.9%	77.6%	76.8%	76.4%

Sources: State of Nevada Bureau of Health, Planning and Statistics and U.S. Census Bureau, 2007

Notes:

*Asian includes Native Hawaiian and Pacific Islander (new categories from Census 2000).

**"Other" is used to categorize "Unknown" Births and Deaths according to State Health Statistics, and doesn't necessarily equate with Census "Other". Also "Two or More Races" is a new category for Census 2000 and has no recorded statistics on births and deaths to date.

***Increase of Migrants is the increase in population that is not due to natural causes (births and deaths). The total number of Migrants will not match the breakdown by race due to the problems with the "Other" and "Two or More Races" categories (see notes above).

POPULATION ESTIMATES

The six government entities in Clark County (the incorporated cities and the county) are required by Nevada Administrative Code (NAC) Section 360.364 to conduct an annual population estimate. The methodology for the estimate, as agreed upon by the entities and the Southern Nevada Regional Planning Coalition, is the Housing Unit Method (HUM). Under this method, housing units are counted and compared to the Clark County Assessors July 1st closed roll file. As set forth in NAC 360.365.2, the entities are then allowed to make adjustments to the preliminary closed roll housing unit counts. At that point vacancy rates by ZIP Code supplied by ~~the U.S. Postal Service~~ NV Energy are applied, giving the number of occupied housing units. The occupied households are then multiplied by the Census 2000 number of Persons Per Household (PPH) by Census Tract, giving the total non-institutionalized population. Group Quarters, Nellis Air Force Base and Tribal populations are then added, yielding the total population.

The Housing Unit method has proven to be an accurate procedure for determining population as evidenced by Table 3. The table shows the U.S. Census Bureau's unadjusted estimate for Clark County between 1990 and ~~2001~~ 2007 and the annual locally produced estimate for Clark County ~~between 1990 and 2002,~~ and the Nevada State Demographer's population estimate for the same time. In 1990, the difference between the locally generated population estimate and the Census Bureau was just over 15,000. Over time, as shown in Figure 2, the two estimates diverged. By 1999 there was a difference of more than 100,000 between them. Census 2000 brought the estimates closer as the difference closed to approximately 50,000. Some of the difference, about 18,000 residents, was due to the timing of the estimates. The Census is a count "as of" April 1st, whereas the Clark County estimate is "as of" July 1st. The Census Bureau also produces annual population estimates that are as of July 1st of each year. For 2000 the population as of July 1st was 1,393,340.

The scenario is similar when comparing the Nevada State Demographer's ~~ten-year~~ estimates to the Census Bureau estimates ~~throughout the 1990's~~ between 1990 and 2007. Only a substantial adjustment ~~at the end of the period~~ in 2000 produces a Census Bureau population in line with Clark County or State Demographer estimates, which until the 2001 estimate displayed little variation. The adjustment by the Census Bureau in 2000 brought the July 1, 2000 population figure to within 35,000 of the Clark County local estimate and within 32,000 of the State Demographer's estimate. The divergence seen in the 1990's has surfaced again between 2000 and 2007, growing to a difference of more than 160,000.

Table 4 and Figure 3 show historical population estimates for the City that were generated using the Housing Unit method.

Table 3

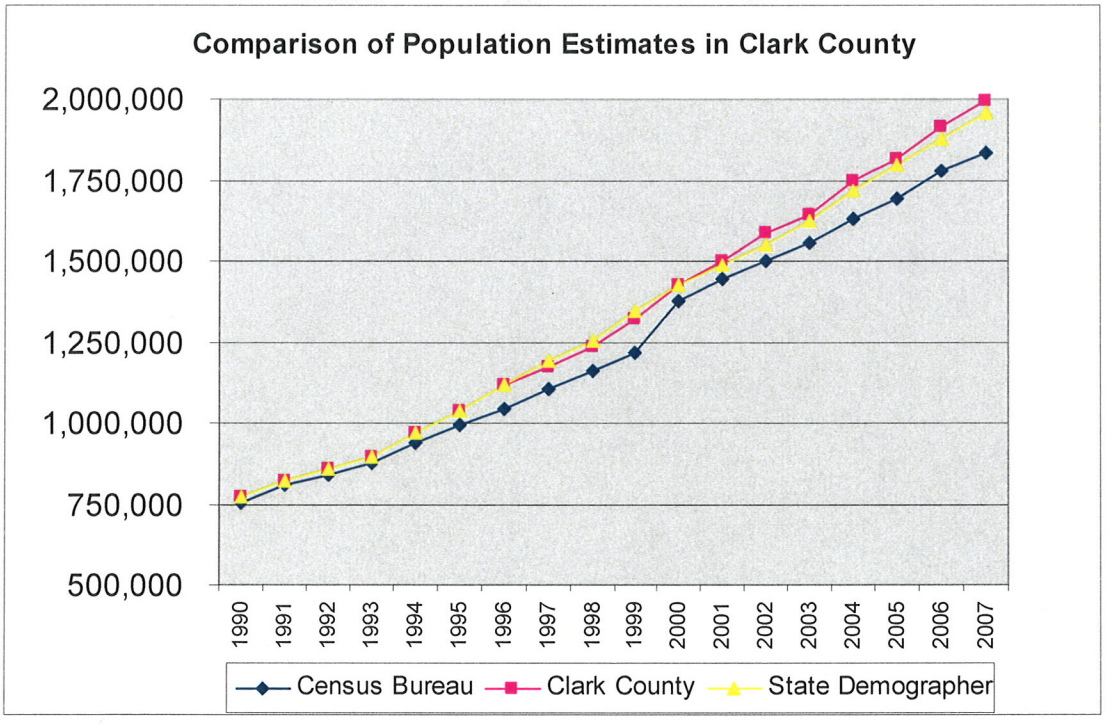
Clark County Population Estimates

Year	Census Bureau	Clark County	State Demographer
1990	754,581	770,280	770,280
1991	807,425	820,840	820,840
1992	841,113	856,350	856,350
1993	877,917	898,020	898,020
1994	938,611	971,680	971,680
1995	991,401	1,036,180	1,036,180
1996	1,044,023	1,119,708	1,115,940
1997	1,105,005	1,173,090	1,192,200
1998	1,161,259	1,233,733	1,255,200
1999	1,217,155	1,321,319	1,343,540
2000	1,375,765	1,428,690	1,425,723
2001	1,445,237	1,498,279	1,485,855
2002	1,502,789	1,584,944	1,549,657
2003	1,557,174	1,641,529	1,620,748
2004	1,631,340	1,747,025	1,715,337
2005	1,691,213	1,815,700	1,796,380
2006	1,777,539	1,912,654	1,874,837
2007	1,836,333	1,996,643	1,954,319

Sources: U.S. Census Bureau, Clark County Comprehensive Planning, Nevada State Demographer, 2007

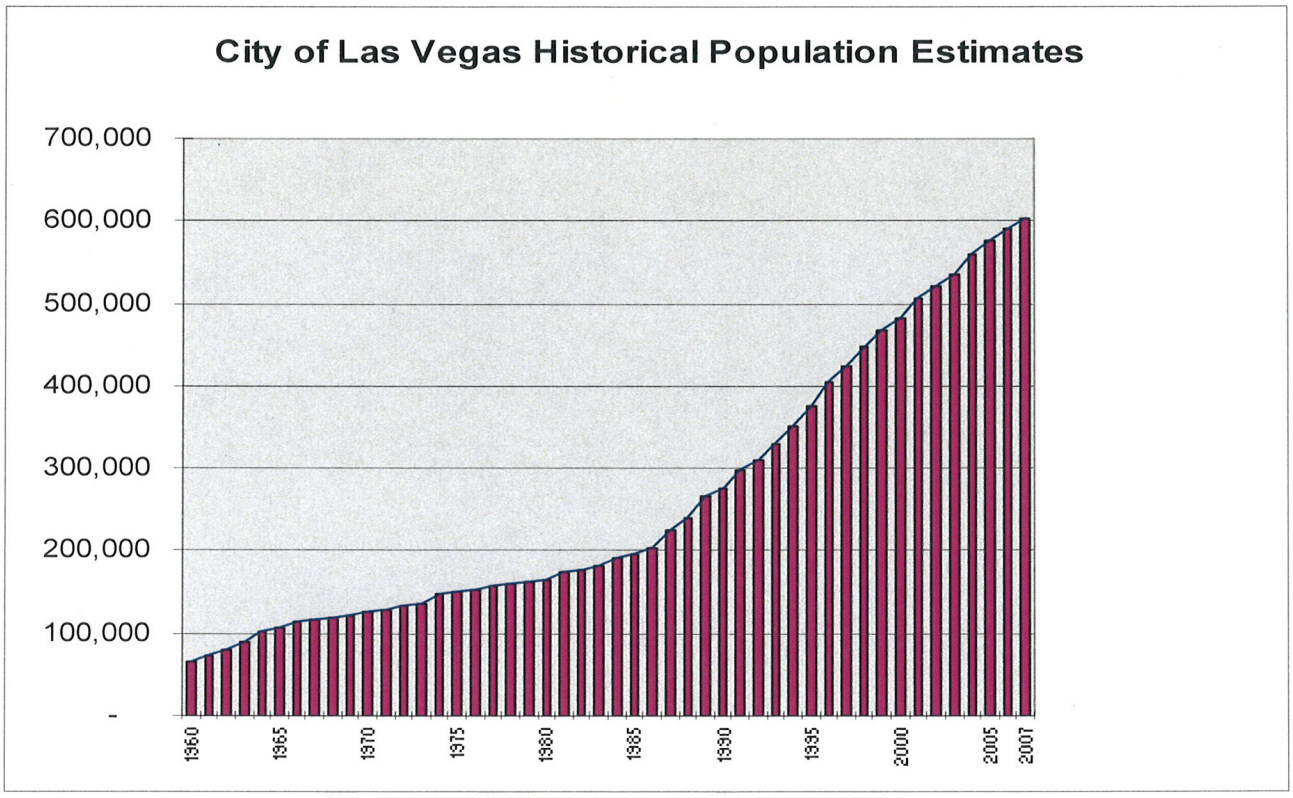
Figure 2

Comparison of Population Estimates in Clark County



Sources: U.S. Census Bureau, Clark County Comprehensive Planning,

Figure 3
City of Las Vegas Historical Population Estimates



Sources: U.S. Census Bureau, Clark County Comprehensive Planning, 2007

Table 4
City of Las Vegas Historical Population Estimates

	1960	1965	1970	1975	1980	1985	1990	1995	2000	2005	2007
Population	64,405	107,616	125,787	149,750	164,674	197,148	275,636	374,239	482,874	575,973	603,093
Percent Change		67.1%	16.9%	19.1%	10.0%	19.7%	39.8%	35.8%	29.0%	19.3%	4.7%

Sources: U.S. Census Bureau, Clark County Comprehensive Planning, 2007

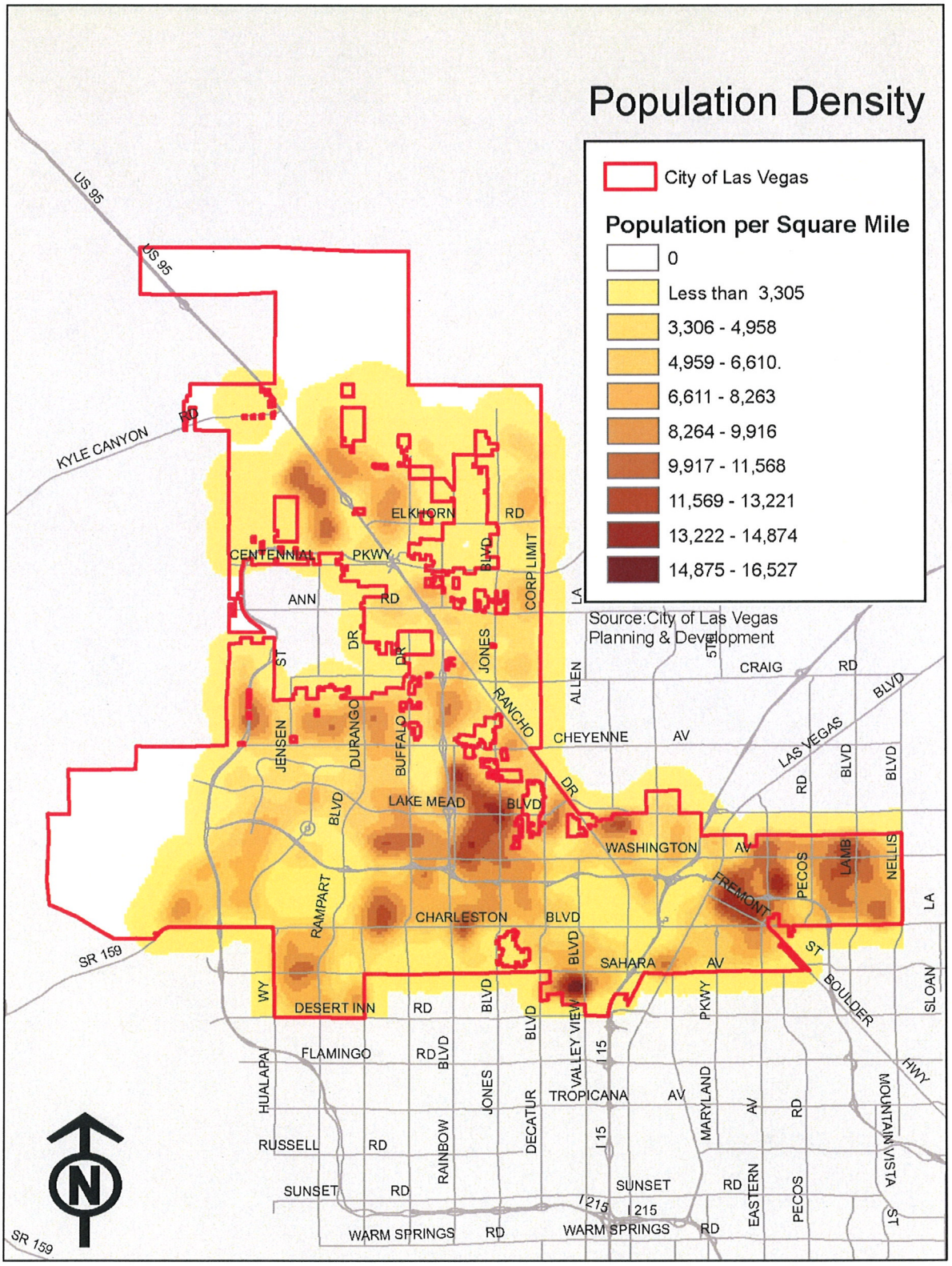
POPULATION DENSITY

The population is distributed across the City at varying densities (Figure 4). The most densely populated areas are in the central downtown and along the Highway 95 corridor to the west and northwest. It is important to note that twice as many people live west of Decatur Boulevard as live east of Decatur Boulevard, and over 96 percent of population growth over the next twenty years is projected to occur in the west and northwest portions of the City.

The increasing densities along U.S. 95 and development throughout the northwest portion of the City indicate a shift in Las Vegas' population center. Since 1950, the center of population for the city of Las Vegas

has gradually moved in a west□northwesterly direction. By 1960, the center of population had moved only about a quarter of a mile west from its original position in the downtown area. During the next two decades the center of population continued its westward march, moving nearly one and one□half miles. Master planned communities in the west and northwest portions of the city during the 1980s and 1990s proved a powerful force in pulling the population center another 3 and one□half miles to the west and slightly north. ~~As of~~ By 2000, the population center ~~is~~ was near the Rainbow curve, at Torrey Pines Drive and Washington Avenue, having migrated over 5 miles from its origin. The population has shifted little since 2000 due primarily to residential development in Summerlin offsetting population in the northwest and increased residential development in the City's downtown area.

Figure 4
Population Density


Population Density
City of Las Vegas
Population per Square Mile
0
Less than 3,305
3,306 - 4,958
4,959 - 6,610.
6,611 - 8,263
8,264 - 9,916
9,917 - 11,568
11,569 - 13,221
13,222 - 14,874
14,875 - 16,527
Source:City of Las Vegas
Planning & Development
US 95
KYLE CANYON
ELKHORN RD
CENTENNIAL PKWY
ANN RD
CORP LIMIT
JONES BLVD
RANCHO DR
ALLEN LA
5TH ST
CRAIG RD
LAS VEGAS BLVD
CHEYENNE AV
JENSEN ST
DURANGO DR
BUFFALO DR
LAKE MEAD BLVD
WASHINGTON AV
PECOS RD
LAMB BLVD
NELLIS BLVD
FREMONT ST
RAMPART BLVD
CHARLESTON BLVD
SAHARA AV
BOULDER HWY
SLOAN LA
SR 159
WY
DESERT INN RD
VALLEY VIEW BLVD
PKWY
FLAMINGO RD
HUALAPAI BLVD
I 15
TROPICANA AV
MARYLAND PKWY
AV
RD
MOUNTAIN VISTA ST
RUSSELL RD
RAINBOW BLVD
DECATUR BLVD
SUNSET RD
I 215
EASTERN
PECOS RD
WARM SPRINGS RD
N

AGE

Age distribution shifted in favor of school age children (ages 5 □ 17) ~~and seniors (65+) during the 1990s~~ between 2000 and 2007, although all age categories gained population. As of ~~2000~~ 2007, seniors comprised nearly 12 percent of the population while school age children made up ~~more than 18~~ 19 percent. Both categories ~~more than doubled~~ increased by more than 20 percent in population during the decade. There were ~~44,000~~ 19,000 more school age children in ~~2000~~ 2007 than in ~~1990~~ 2000, and ~~29,000~~ 10,000 more senior citizens. There were ~~132,000~~ 46,000 more people between the ages of 18 and 64, and ~~15,000~~ 8,000 more toddlers (under 5).

Table 5
Population by Age by Census Year

Age	1990		2000		2007	
0 - 4	21,319	8.3%	36,919	7.7%	45,084	8.0%
5 - 17	43,142	16.7%	87,194	18.2%	106,816	19.0%
18 - 64	167,302	64.8%	299,211	62.5%	345,008	61.3%
65+	26,532	10.3%	55,306	11.6%	65,674	11.7%
	258,295		478,630		562,582	

Source: U.S. Census Bureau, 2007

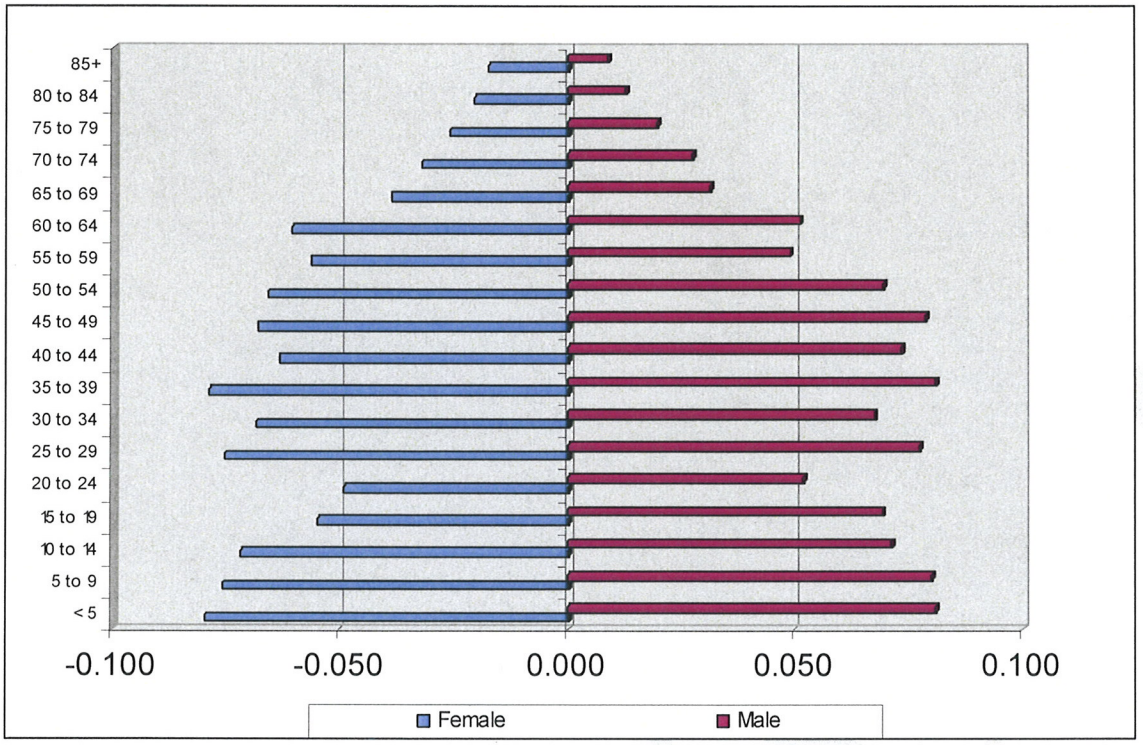
Table 6
Comparable Size Cities

Population by Age, 2007

Age	Las Vegas, NV		Tucson, AZ		Denver, CO		Long Beach, CA		Seattle, WA	
0 - 4	45,084	8.0%	37,186	7.2%	51,060	8.7%	35,630	7.8%	26,990	4.7%
5 - 17	106,816	19.0%	83,246	16.0%	92,720	15.8%	87,825	19.2%	62,978	10.9%
18 - 64	345,008	61.3%	336,712	64.8%	383,330	65.2%	294,634	64.3%	429,445	74.4%
65+	65,674	11.7%	62,116	12.0%	61,239	10.4%	40,213	8.8%	57,818	10.0%
Total	562,582	100.0%	519,260	100.0%	588,349	100.0%	458,302	100.0%	577,231	100.0%
Median Age	36.0		33.0		35.3		33.0		37.9	

Source: U.S. Census Bureau, 2007

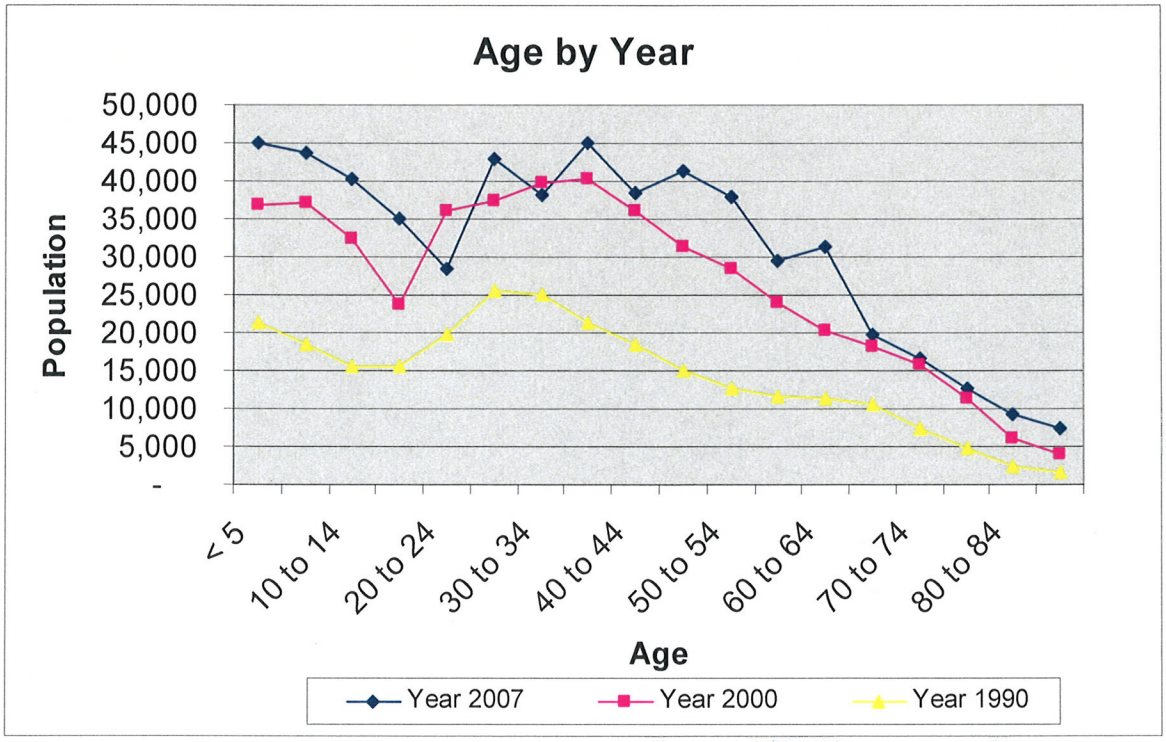
Figure 5
Age Pyramid



Source: U.S. Census Bureau, 2007

Figure's 5 and 6 show the largest age groups are thirty to thirty nine and the under ten group. The aging baby boomers and retirement age migrants contribute to an aging Las Vegas population. In ~~1980~~ 1990 the most populous age category was ~~the mid twenties, by 1990 it had advanced to~~ the upper twenty's to lower thirties, ~~and in~~ by 2000 it had advanced to the mid to upper thirties and in 2007 it had advanced to the upper thirties to lower forties. Along with the aging population, it is also important to note that the under 10 category represents a large portion of the population, which will define the future demographics of the City. The decreases in population the City experiences for age groups 20 to 24 and 30 to 34 are a bit of a mystery. It is thought that the decrease at 20 to 24 could be due to people leaving to seek educational and/or job opportunities elsewhere. While the Las Vegas economy is becoming more diversified, it is still intensely service and construction oriented. These are often jobs that require less education but offer limited growth opportunities. The decrease at 30 to 34 could actually be more a function of the increase at 25 to 29 years of age where new residents are joined by people returning to Las Vegas who left for educational and/or other opportunities. In addition, the higher birth rate of those relocating to Las Vegas since the late 1990's, primarily Hispanics, is likely beginning to be reflected in the population, driving the under 18 years of age population up relative to other age groups. As stated in the Population Growth section of this document, the rate of natural increase in Clark County increased from 16 percent to 24 percent between 2000 and 2007. That wave of population increase may be reflected by an increase in the portion of the population 20 to 24 years of age in the coming years.

Figure 6
Population by Age

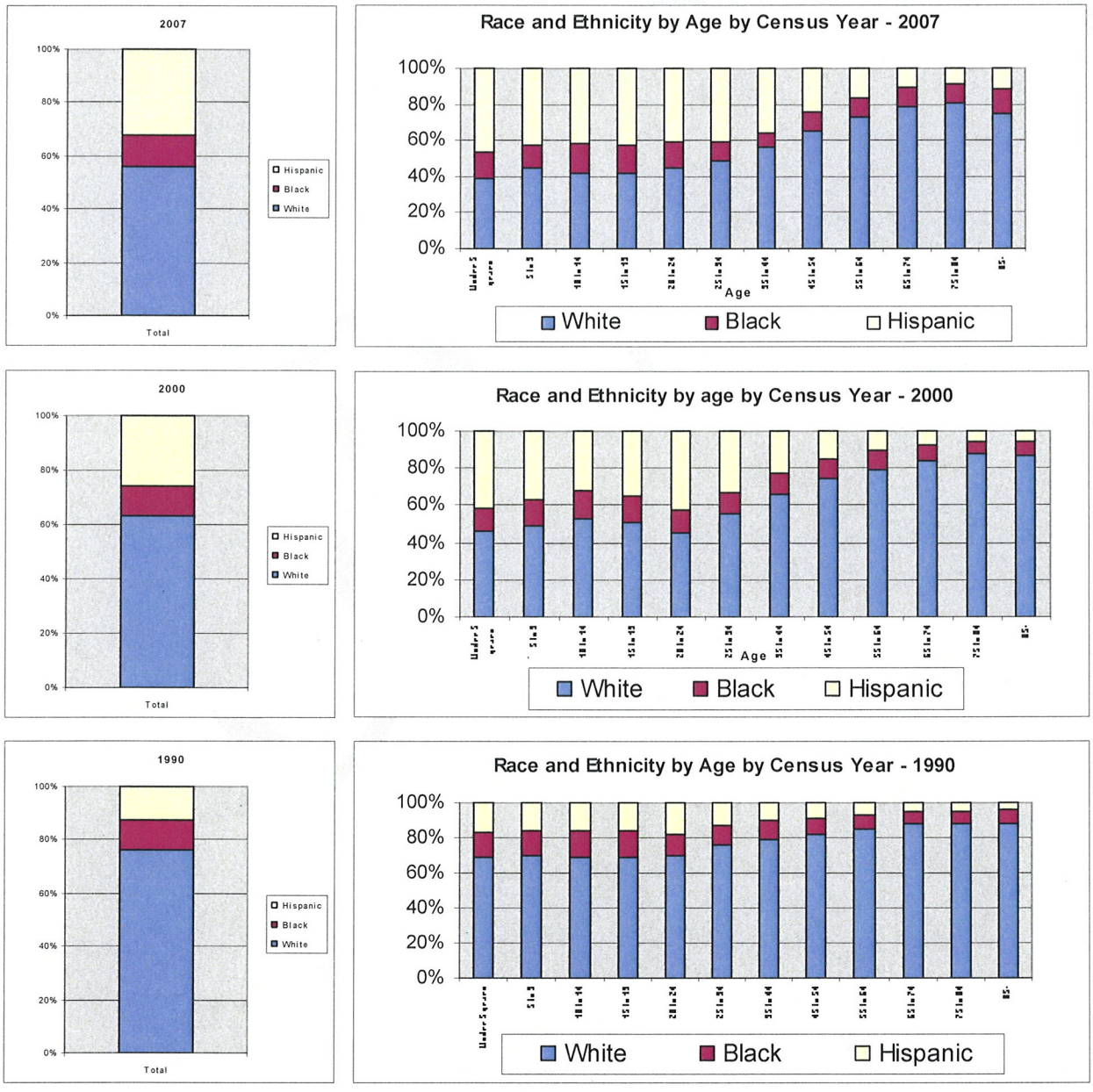


Source: U.S. Census Bureau, 2007

RACE AND ETHNICITY

A major component of Las Vegas' population growth ~~during~~ since the early 1990's was the nearly exponential increase in the minority population. Lead by the increase in Hispanics ~~(254%)~~ (414%) and Asians (215%) the minority population went from comprising 24 percent of Las Vegas' population in 1990 to making up ~~42~~ nearly 49 percent of the City's ~~2000~~ 2007 total. Traditionally, the Black and Hispanic populations in Las Vegas have been younger. The Black population skewed slightly towards younger age groups, the Hispanic population skewed a bit more heavily in that direction. ~~Census 2000 showed some dramatic changes, particularly among Hispanics.~~ For people under the age of 30 years, ~~about one in three is~~ nearly 40 percent are Hispanic. The same is true amongst children school age or less (under 18 years of age). Conversely, Las Vegas' population over the age of 50 years remains predominately White.

Figure 7
Race and Ethnicity by Age by Census Year



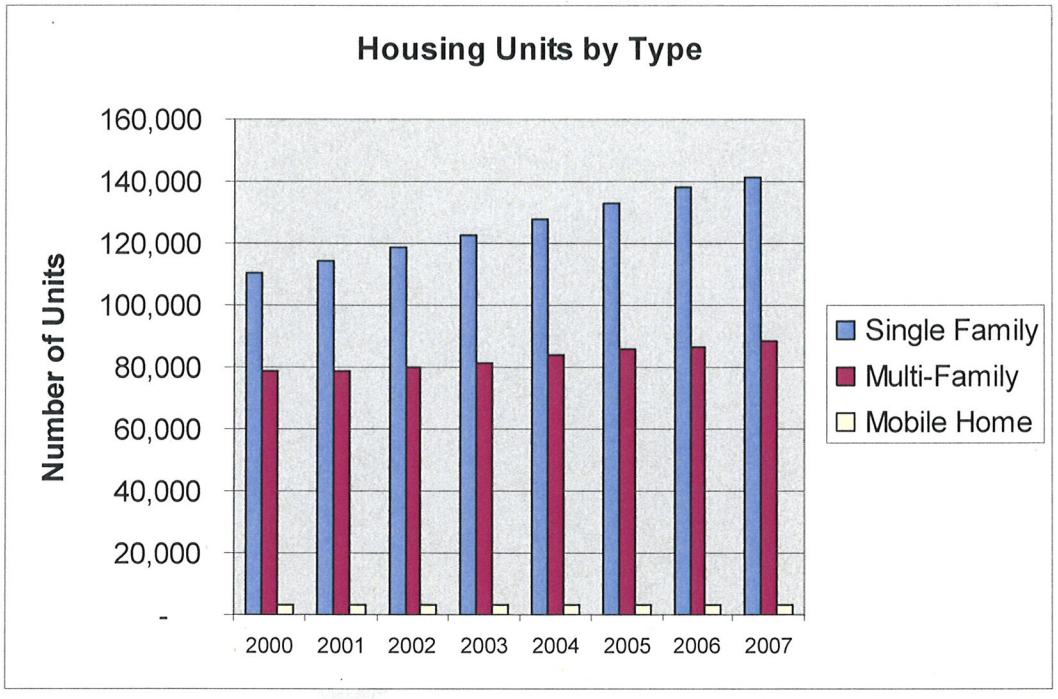
Source: U.S. Census Bureau, 2007

HOUSING

As of July ~~2000~~ 2007 the City of Las Vegas had ~~192,679~~ 232,931housing units. There were ~~72,834~~ 40,252 more housing units in the City than in ~~1991~~ 2000, for an overall increase of ~~60.1~~ 20.9 percent. During the 1990's, the City increased its housing inventory by 60 percent. Some of the reason for the lower rate of increase is that fewer new units are being built. Between 1991 and 2000, the City averaged 8,093 new housing units per year, while from 2000 through 2007 the average was 5,750 new units per year. Another factor in the lower rates is that the City is getting larger, therefore it takes a greater change to cause a significant difference. For example, had Las Vegas added the same average number of units in the 1990's as it had between 2000 and 2007, its growth rate would only have decreased from 60 percent to 43 percent.

In ~~2000~~ 2007, ~~57.4~~ 60.6 percent of the units were single family, reflecting a trend that has seen a larger share of single family units being constructed in the City. In 1991, for example, the mix of single family to multi family units was 51 percent to 46 percent (the remaining 3 percent are mobile homes). By 2000, 57.4 percent of the housing units were single family. ~~This~~ The upward trend in single family units is expected to continue, as the majority of units will be constructed in the northwest and southwest where the single family to multi family mix is 80/20 and 60/40, respectively.

Figure 8
Housing Units by Type



Source: City of Las Vegas Planning and Development Department, 2007

The overall number of Persons Per Household (PPH) has changed little during the past twenty years and not at all since Census 2000. However, slight changes in the PPH can result in dramatic changes to final Census population and to the City's annual population estimates for the subsequent ten year span. The city of Las Vegas and the other entities within Clark County, through an inter-local agreement, use the PPH from the most recent Census for their annual population estimates. PPH for single family dwelling units has decreased slightly since 1980. Rental households have experienced fairly high increases to PPH during the

past twenty years. However, since their relative share of housing units is decreasing, their impact on overall PPH is becoming less significant over time.

Table 7

Persons Per Household

	1990	2000	2007
Own	2.72	2.76	2.68
Rent	2.37	2.52	2.63
Total	2.55	2.66	2.66

Source: U.S. Census Bureau, 2007

The number of Persons Per Household has changed, however, within certain areas of the City ~~since~~ between 1990 and 2000. In the area east of Downtown PPH has risen. A number of census tracts ~~have seen~~ saw increases of more than 0.5 PPH. While this may not seem significant, an increase of 0.5 PPH for one census tract spread over 2,000 households increases the population by 1,000 without adding any housing units. Conversely, on the west side of town PPH decreased slightly during the ten-year span. In most cases the decrease was less than 0.2 PPH. Again, this would appear to be an insignificant figure. But considering the City added more than ~~80,000~~ 132,000 housing units since 1990 and that more than 90% of those new units are in the west, the change in PPH between 1990 and 2000 becomes a significant factor. A change of between □0.1 PPH and □0.2 PPH would result in ~~6,800~~ 12,540 to ~~13,600~~ 25,080 fewer residents in the area. Overall, the City's PPH changed by 0.11 between 1990 and 2000. Given the total number of households in the City, a population increase of more than ~~19,000~~ 24,000 can be directly attributed to the overall increase in PPH.

~~During the past 20 years~~ Between 1990 and 2007, household composition in Las Vegas ~~has undergone~~ underwent some changes. The percentage of married couple households ~~has continued to decline~~ has declined while single parent headed households, particularly male□headed households, has increased. The percentage of male□headed households has ~~doubled during the past 20 years~~ increased by nearly two percent since 1990. Non□family households have maintained their share of about one□third of the total households.

Table 8

Household Type

	1990 %	2000 %	2007 %
Married Couple	49.4	48.3	46.9
With children under 18	22.2	21.6	21.9
No children under 18	27.2	26.7	25.0
Male head of household	5.0	5.9	6.7
With children under 18	2.3	3.0	3.1
No children under 18	2.7	2.9	3.6
Female head of household	11.6	12.2	12.8
With children under 18	7.0	7.3	8.0
No children under 18	4.6	4.9	4.8
Non-Family household	34.1	33.5	33.6
Total	100.0	100.0	100.0
Total Number of Households	99,944	176,750	209,189

Source: U.S. Census Bureau, 2007

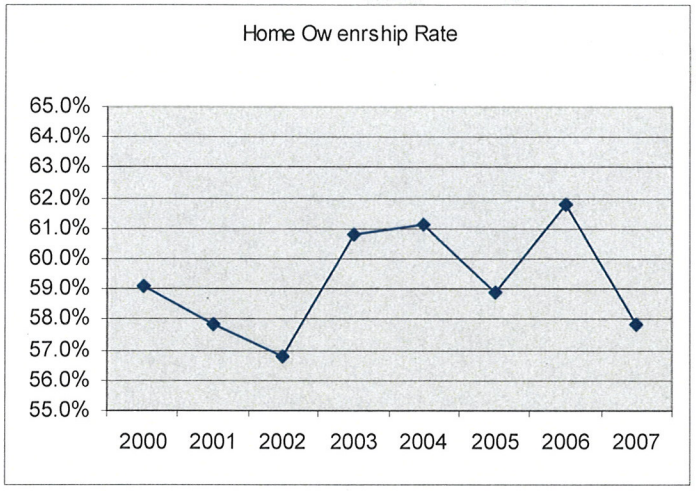
The overall rate of home ownership ~~rose~~ declined ~~for all age groups~~ but increased ~~at the greatest rate~~ for those 65 years of age and over. This may be due in great part to the age restricted community (55+) Sun City where there is no multi□family housing which would lead to few if any rental properties. Home ownership rates increased steadily between 2000 and 2006. The decline in home ownership rates since 2006 is due to the economic downturn which caused an increase in the number of foreclosures. The economic downturn also caused the lending market to tighten restrictions on loans, making home ownership more difficult. ~~The trend in home ownership rates should continue due to the housing mixture anticipated in the northwest and southwest portion of the City where typically 60 to 80 percent of the dwelling units built are single family.~~

Table 9
Homeownership by Age

Age	1990	2000	2007
15 to 24	13.7%	18.2%	13.7%
25 to 34	37.2%	44.9%	33.5%
35 to 44	52.4%	58.2%	60.2%
45 to 54	58.6%	64.7%	64.1%
55 to 64	64.7%	70.1%	68.0%
65 to 74	62.7%	74.1%	77.3%
75 and over	54.0%	68.0%	66.1%
Total	50.4%	59.1%	57.8%

Source: U.S. Census Bureau, 2007

Figure 9
Home Ownership Rates by Year



Source: U.S. Census Bureau, 2007

Between ~~1990~~ 2000 and ~~2000~~ 2007 the number of homeowners ~~doubled~~ increased by more than 20,000 in Las Vegas. At the same time, the rate of home ownership went from approximately ~~50~~ 59 percent to just ~~over 59~~ under 58 percent. The rate of home ownership increased among ~~all groups~~ Whites and Asians during the ~~past decade~~ span. ~~The greatest increase in the rate of home ownership was among Asians (13.8%),~~

~~followed closely by Hispanics (12.5%).~~ The rate of home ownership among Blacks decreased slightly and remained about the same as in 2000 for Hispanics.

Table 10

Homeownership by Race and Ethnicity

	2000		2007	
	Own	Rent	Own	Rent
White	63.7%	36.3%	66.1%	33.9%
Black	38.0%	62.0%	34.9%	65.1%
American Indian	42.9%	57.1%	57.1%	42.9%
Asian	62.4%	37.6%	65.9%	34.1%
Pacific Islander*	-	-	-	-
More than one race	49.0%	51.0%	49.0%	51.0%
Hispanic**	46.6%	53.4%	46.6%	53.4%
Total	59.1%	40.9%	57.8%	42.2%

* Insufficient observations

** Hispanic is an ethnicity and can be of any race.

Source: U.S. Census Bureau, 2007

EDUCATION

Overall, the ~~education~~ educational attainment levels among Las Vegas residents increased between 1990 and 2000 and again between 2000 and 2007. ~~While~~ Between 2000 and 2007 the rate of high school graduates increased by about three percent, the rate of college graduates increased by ~~36~~ 3.5 percent. ~~Asians~~ Whites had the highest matriculation rate of any group in high school graduation with ~~more than 83~~ 91 percent ~~graduating high school and just over 30~~ while Asians had the highest college graduation rate at 44 percent ~~graduating from college~~. As in 1990 and 2000, Hispanics had the lowest rate of graduation for both high school and college with ~~fewer~~ slightly more than half with a high school diploma and just over ~~six~~ nine percent college graduates.

Table 11
Education by Race and Ethnicity

	High School Graduate			College Graduate		
	1990	2000	2007	1990	2000	2007
White	79.4%	82.7%	91.0%	14.0%	19.8%	26.8%
Black	68.1%	76.1%	85.3%	9.4%	12.5%	12.0%
American Indian	77.1%	74.8%	-	13.0%	11.4%	-
Asian	69.7%	83.2%	87.3%	18.7%	30.2%	44.2%
Pacific Islander*		-	-		-	
More than one race		72.2%	87.2%		11.7%	23.6%
Hispanic**	49.9%	44.6%	55.8%	6.2%	6.1%	9.1%
Total	76.3%	78.5%	81.4%	13.4%	18.2%	21.7%

* Insufficient observations

** Hispanic is an ethnicity and can be of any race.

Source: U.S. Census Bureau, 2007

At the same time the population is becoming younger, it is also becoming more diverse. Since ~~1990~~ 2002, the number of children in elementary school in Clark County has increased by ~~122~~ 26.5%, going from ~~56,520~~ 125,238 to ~~125,238~~ 158,416. The growth has been fueled in great part by the increase of minority children, particularly Hispanics whose presence in elementary school increased by ~~584~~ 51.6% during the ~~12~~ seven year span. Hispanic children accounted for ~~52.6~~ 65.9% of the growth in elementary school enrollment since ~~1990~~ 2002. The "Other" category, which includes American Indian and children of more than one race but is comprised primarily of Asian children, increased by ~~316~~ 150.9%. The share of "White" elementary school enrollment went from ~~71% in 1990 to~~ 45% in 2002 to 32% in 2009.

Table 12
Clark County Grade School Enrollment by Race and Ethnicity

	White	%	African American	%	Hispanic	%	Other	%	Total
Enrollment 2001 - 02	56,158	44.8%	17,208	13.7%	42,372	33.8%	9,500	7.6%	125,238
Enrollment 2008 - 09	50,835	32.1%	19,501	12.3%	64,245	40.6%	23,835	15.0%	158,416
Total Change 2002 - 09	(5,323)	-16.0%	2,293	6.9%	21,873	65.9%	14,335	43.2%	33,178
% Change 2002 - 09	-9.5%		13.3%		51.6%		150.9%		26.5%

Source: Clark County School District, 2008 – 2009 School Year

INCOME AND EMPLOYMENT

Overall employment increased by nearly ~~64~~ 23 percent between ~~1990 and~~ 2000 and 2007 going from ~~131,001 to~~ 214,301 to 262,895. Leading the increase were ~~Health, Social and Educational~~ Finance, Insurance and Real Estate (FIRE) Services, ~~which more than doubled during the 1990's~~ which increased by approximately 33 percent during the seven-year span. ~~Finance, Insurance and Real Estate (FIRE) and Transportation, Communications and Public Facilities (TCPU)~~ Construction related jobs and Health, Social and Educational Services grew by ~~more than 80 percent during the decade~~ 36 percent and 26 percent, respectively between 2000 and 2007. ~~Somewhat surprisingly, Construction related jobs grew more slowly (61.5%) than the overall rate (63.6).~~ Service related jobs grew at approximately the same rate as overall job growth. ~~In addition,~~ Public Administration jobs and Transportation, Communications and Public Facilities (TCPU) grew at a substantially slower rate than the overall average. Agriculture, Forestry, and Mining, though small segments, decreased sharply between 1990 and 2000 and continued to decrease through 2007. This may be due to the City and surrounding areas continuing to ~~becoming~~ become more urbanized.

Table 13

Employment by Industry – Las Vegas

	1990		2000		2007	
Agriculture, Forrestry, Mining	1,811	1.4%	666	0.3%	366	0.1%
Construction	13,355	10.2%	21,567	10.1%	29,314	11.2%
Manufacturing	5,601	4.3%	7,047	3.3%	7,989	3.0%
Transportation, Communications, Public Utilities	8,209	6.3%	14,814	6.9%	16,378	6.2%
Wholesale Trade	4,162	3.2%	4,836	2.3%	5,398	2.1%
Retail Trade	20,302	15.5%	24,118	11.3%	28,239	10.7%
Finance, Insurance, Real Estate	8,529	6.5%	16,335	7.6%	23,567	9.0%
Services - Entertainment, Recreation, Personal, Professional	50,863	38.8%	90,143	42.1%	109,266	41.6%
Health, Social, Education Services	12,758	9.7%	26,773	12.5%	33,831	12.9%
Public Administration	5,411	4.1%	8,002	3.7%	8,547	3.3%
Total	131,001		214,301		262,895	

Source: U.S. Census Bureau, 2007

The ~~64~~ 23 percent increase in jobs between ~~1990 and~~ 2000 and 2007 was driven by strong job growth in ~~all areas~~ the Management, Technical and Professional occupations. ~~The fact that none of the major occupational categories grew significantly more or less than the overall average may indicate that new non□gaming jobs are keeping pace with gaming positions.~~ Service related occupations, including those in the gaming industry, grew at a slower pace than the overall increase in occupation. Production, Transportation, Trades, and Laborers kept pace with the overall growth in occupation. ~~Job growth in the Management/Professional/Technical and Service Industry areas lead the increase during the decade.~~ Table 14 shows employment by occupation.

Table 14
Employment by Occupation

	1990		2000		2007	
Management, Professional, Technical	30,823	23.5%	54,748	25.5%	72,742	27.7%
Sales and Office Occupations	35,428	27.0%	56,240	26.2%	67,929	25.8%
Service Occupations	34,531	26.4%	58,953	27.5%	68,999	26.2%
Farming, Fishing, Forrestry	1,586	1.2%	453	0.2%	-	0.0%
Production, Transportation, Trades, Laborers	28,633	21.9%	43,907	20.5%	53,225	20.2%
Total	131,001		214,301		262,895	

Source: U.S. Census Bureau, 2007

Unemployment increased slightly between 1990 and 2000 going from 6.6 percent to 7.0 percent. Between 2000 and 2007, unemployment decreased somewhat, going to 5.7%. The unemployment rate was highest among blacks in 2007 with nearly ~~14~~ 10 percent being unemployed. The rate among Whites ~~went virtually unchanged~~ declined from 5.9 to 4.7 percent and for ~~American Indians~~ Hispanics the unemployment rate decreased from ~~11.9~~ 9.0 percent to ~~8.9~~ 5.7 percent. The recent economic downturn has caused unemployment to increase dramatically with the rate more than doubling between 2007 and 2009. Clark County's unemployment rate is higher that the State of Nevada's, which is approximately one-percent higher than the national rate of 9.5 percent.

Table 15
Unemployment Rate by Race

	1990	2000	2007	2008	2009
White	6.0%	5.9%	4.7%	NA	NA
Black	11.4%	13.7%	9.7%	NA	NA
Other	6.1%	6.5%	7.5%	NA	NA
Hispanic*	7.3%	9.0%	5.7%	NA	NA
Total	6.6%	7.0%	5.7%	6.3%	12.3%

* Hispanic is an ethnicity and can be of any race.

Sources: U.S. Census Bureau 1990 – 2007,
Department of Employment, Training, and Rehabilitation (DETR) as of June 2008 and 2009

The median household income increased for Las Vegas residents by ~~nearly 50~~ 23 percent between ~~1990 and~~ 2000 and 2007. In real terms, that is, keeping income in constant dollars, income ~~rose~~ declined by 0.68 percent. For age groups ~~under 55~~ 25 years of age to 64 years of age, income increased at more or less the same rate as the overall average. However, for age groups ~~55 and over~~ 25 years and under and 65 years and over, income ~~increased~~ in real terms, decreased during the seven year span ~~by 50 to 100 percent during the decade~~.

Table 16
Median Household Income by Age

	2000	2007	Year 2000 Inflation Adjusted	Difference
Median Household Income	$ 44,069	$ 54,357	$ 54,729	-0.68%
Householder under 25 years	$ 30,043	$ 35,093	$ 42,255	-16.95%
Householder 25 to 44 years	$ 46,911	$ 58,046	$ 56,484	2.77%
Householder 45 to 64 Years	$ 51,601	$ 63,329	$ 62,132	1.93%
Householder 65 years and over	$ 32,205	$ 36,731	$ 38,777	-5.28%

Source: U.S. Census Bureau, 2007
Adjusted Income: Bureau of Labor Statistics, 2009

During the past ten years the greatest increase in Median Household Income occurred among persons of More Than One Race, Whites and Asians. Income among Hispanics increased at about the same pace as the overall increase in Median Income. ~~Income among~~ Amongst Blacks~~, though remaining~~ income remained the lowest among any race, and did not keep ~~kept~~ pace with the overall increase in income.

Table 17
Median Household Income by Race and Ethnicity

	1990	2000	2007
Median Household Income	$ 30,560	$ 44,069	$ 54,357
White	$ 32,139	$ 48,656	$ 62,543
Black	$ 20,989	$ 30,340	$ 32,083
American Indian*	$ 29,752	$ 37,500	-
Asian	$ 30,864	$ 47,069	$ 55,725
Pacific Islander	$ -	$ 41,833	$ 42,405
More than one race	$ -	$ 39,169	$ 56,694
Hispanic**	$ 27,217	$ 37,122	$ 45,194

* Insufficient observations in 2007
** Hispanic is an ethnicity and can be of any race
Source: U.S. Census Bureau, 2007

TRANSPORTATION

The mean travel time to work for City residents ~~increased by 25 percent~~ decreased slightly between ~~1990 and~~ 2000 and 2007, going from ~~about 20 minutes to 25~~ 25.4 minutes to 25.1 minutes. During this time period, population increased by ~~85~~ 17.5 percent. ~~The increase in commute times may be due to greater distances traveled from home to work and a higher rate of residents working outside the City~~. The decrease in commute times may be due to the completion of the US-95 widening project which included the addition of High Occupancy Vehicle (HOV) lanes. In addition, the number and percent of Las Vegas residents who also worked in the City increased during the seven year span as did commuters who use Public Transportation to get to work.

Table 18
Mean Travel Time to Work.

	2000		2007	
Commute Time (minutes)	25.4		24.8	
- by means of transportation				
Less than 30 minutes	134,944		185,630	
Public Transportation	2,092	1.6%	3,233	1.7%
Other means	132,852	98.4%	182,397	98.3%
30 to 44 minutes	50,379		75,213	
Public Transportation	2,500	5.0%	2,857	3.8%
Other means	47,879	95.0%	72,356	96.2%
45 to 59 minutes	9,522		15,174	
Public Transportation	1,399	14.7%	790	5.2%
Other means	8,123	85.3%	14,384	94.8%
60 or more minutes	10,826		16,032	
Public Transportation	4,078	37.7%	5,276	32.9%
Other means	6,748	62.3%	10,756	67.1%

Source: U.S. Census Bureau, 2007

~~The commute time may have increased more were it not for an increase in the use of Public Transportation.~~ Commute Time decreased slightly in ~~spite of~~ conjunction with a small ~~increase~~ decrease in the use of a private vehicle to get to work. Private vehicle use decreased by ~~3.5~~ 0.7 percent while the use of Public Transportation to get to work ~~nearly tripled with the rate going from three percent to nearly five percent~~. increased slightly, going from 4.8 percent to 5.0 percent. The greater the time it took to get to work, the more likely Public Transportation was used. Similar scenarios occurred in other western cities including Phoenix, Seattle, Denver and Long Beach.

Table 19
Private Vehicle Occupancy

	2000		2007	
	Number	Percent	Number	Percent
TOTAL	210,806		292,049	
Car, Truck or Van	187,311	88.9%	267,846	91.7%
Drove Alone	155,575	73.8%	231,996	79.4%
Carpooled	31,736	15.1%	35,850	12.3%

Source: U.S. Census Bureau, 2007

Some of the ~~increase~~ decrease in commute time may have been due to the fact that the percent of people living in Las Vegas who also worked in the City ~~decreased~~ increased. In ~~1990~~ 2000, ~~nearly 55~~ approximately 48 percent of Las Vegas residents in the labor force worked for a company located within the City limits compared to just over ~~48~~ 49 percent in ~~2000~~ 2007. ~~The shift is likely due to the addition of numerous large hotel/casino properties on Las Vegas Boulevard South during the past decade that created thousands of jobs.~~ Another contributing factor is likely the widening of US-95, providing additional lanes for commuters driving alone or carpooling.

Table 20
Place of Work

	2000		2007	
	number	percent	number	percent
Worked within the City	101,780	48.3%	126,561	49.2%
Did not work within the City	109,026	51.7%	130,452	50.8%
Total	210,806		257,013	

Source: U.S. Census Bureau, 2007

PROJECTIONS FOR FUTURE CHANGE

REGIONAL FORECAST

The most widely used population forecasts in Clark County are developed by the Center for Business and Economic Research (CBER) at the University of Nevada, Las Vegas. The CBER population forecasts are prepared annually, and are jointly funded by: the Southern Nevada Water Authority (SNWA), the Regional Transportation Commission (RTC), and ~~Clark County Comprehensive Planning~~ the Southern Nevada Regional Planning Coalition (SNRPC). The SNRPC ~~recently~~ adopted the Southern Nevada Regional Policy Plan, establishing a policy to continue this process as part of its work program. The City has participated in the process of preparing these forecasts, and will continue participating in the future as a member of the ~~Southern Nevada Regional Planning Coalition~~ SNRPC. The latest forecasts, reported in Table 20, were released in ~~February 2002~~ June 2009.

Table 21
Historical and Projected Clark County Population

Year	Population	Average Annual Numeric Change	Average Annual Growth Rate
1990	741,459		
2000	1,375,765	63,431	6.4%
2005	1,815,700	87,987	5.7%
2007	1,996,643	90,472	4.9%
2010	2,122,000	41,786	2.1%
2015	2,446,000	64,800	2.9%
2020	2,715,000	53,800	2.1%
2025	2,933,000	43,600	1.6%
2030	3,126,000	38,600	1.3%

Source: Clark County REMI Population Forecast, 2008 – 2050, years 1990 and 2000 are U.S. Census Bureau, years 2005 and 2007 are Clark County Comprehensive Planning

According to these forecasts, population growth in Clark County is predicted to slow considerably. These forecasts may predict a return to more realistic, ~~sustainable~~ consistent rates of growth than that which occurred in the 1990s and continued through 2007. However, others might argue that the forecasted growth may be unreasonably low, especially when compared to other sunbelt communities. Phoenix is expected to grow by ~~1.7~~ 1.1 million people (~~52.5~~ 27.4% increase) over the next ~~twenty~~ 12 years,[1] and southern California communities (Los Angeles and San Diego metro areas combined) are projected to add another ~~6.5~~ 3.8 million people (~~33.9~~ 17.7% increase) by 2020.[2]

The southwestern states will continue to absorb newcomers as people migrate from rustbelt communities and international migrants arrive from Mexico. Many of the migrants to sunbelt states will land in the Valley. Some will be retirees, others will come for jobs, and some will look to improve their quality of life. In the near-

[1] Maricopa Association of Governments (MAG) Regional Report, January 2005 & Regional Transportation Plan, 2006
[2] Southern California Association of Governments (SCAG) 2008 RTP Growth Forecast & San Diego Association of Governments (SANDAG) 2008 Population Estimates & Forecasts

term, jobs will not be the primary reason for people to relocated to Las Vegas. The economic downturn has caused a loss of jobs in the Las Vegas Metropolitan Area of 5.9 percent as of April 2009. Unemployment is at 10.8 percent for the area. Even ~~if~~ with the rate of job ~~creation slows~~ loss incurred during the past year, ~~retirees and others seeking to improve their quality of life will,~~ people continue to relocate to the Las Vegas area. Housing costs have returned to levels seen before the Housing Boom that began in 2004. In addition, the inventory of existing homes is at its lowest point since April of 2006. The inventory has decreased by more than 4,400 units since January, 2009 alone. April of 2009 saw the fewest foreclosures in sixteen months and was the third consecutive month they dropped. The continued activity should help stimulate the local economy, creating opportunities for businesses to provide goods and services to the growing population as well as servicing new industries locating in the region. The continued movement of people into the Valley, combined with a natural growth rate (births minus deaths) that is projected to exceed 20,000 per year by 2010, makes certain that the future population of Clark County will, at a minimum, equal the conservative forecasts.

CITY OF LAS VEGAS FORECAST

A number of factors enter into the equation when determining the rate and location of growth at the sub□regional level, including: price of land, local zoning regulations, consumer preferences, soil quality, proximity to public amenities, quality and capacity of infrastructure, crime rates, cost of housing, and proximity to jobs. The Regional Transportation Commission ~~developed the Small Area Allocation Model (SAAM), which attempts to allocate the CBER regional population forecast to traffic analysis zones (TAZs) by taking many of these factors into consideration. TAZs are designed for transportation planning on a neighborhood scale and those located in the Valley are typically between one□quarter and one□half of a square mile. These TAZs can then be aggregated to produce a forecast of city population.~~, through the SNRPC, created the Land Use Work Group (LUWG) to develop forecasts in five-year increments through 2035. The LUWG is comprised of staff from the various government entities within the Las Vegas Valley. The methodology used by the LUWG to allocate land use, and subsequently population, was intentionally straightforward and simple and is as follows:

- Determine the amount of existing vacant land
- Evaluate the zoning of and land use in proximity to vacant parcels
- Assign a future land use and year of development to the vacant parcels
- Assign capacities to residential parcels
- Determine the population

The LUWG developed its first projections in 2005. They are scheduled to be updated every two years to reflect changes in conditions. The LUWG projections were last updated in 2007. The projections for the city of Las Vegas through 2020 are shown in Table 21

~~The Planning and Development Department used SAAM to generate a projection of the City's population in 2020 using the baseline trend and three different strategies (see Appendix B of the Las Vegas 2020 Master Plan for a detailed description of the methodology and assumptions that went into these projections). The results are presented in Table 21.~~

~~Table 21~~
~~Master Plan 2020 Population Projections~~

Another way of projecting the City's future population is to apply historic capture rates (the City's share of regional growth) to the regional forecast. The City captured 32.6% of regional population growth between 1980 and 1990 and 31.7% between 1990 and 2000 when growth in the City was at its peak. More recently, between 2000 and 2007, the City captured 18.2 percent of the growth in Clark County. The LUWG projected the City's share of future Clark County growth to be 23.5 percent annually

The amount of growth that accrues to the city varies from year to year. As stated above, the City captured ~~31.7~~ 18.2 percent of regional population growth between ~~1990 and~~ 2000 and 2007. Whether this represents a long-term trend depends on a number of factors, as previously described. However, if the City captures ~~31.7~~ 18.2 percent of forecasted county growth, the 2020 population projection is ~~732,406~~ 730,961, as reported in Table ~~22~~ 21. It may be just as reasonable to assume that the City will capture a ~~smaller~~ larger share of growth than ~~31.7~~ 18.2 percent. ~~, as it approaches build-out and large tracts of land for residential development within its boundaries become increasingly scarce.~~ If the City captures, on average, ~~25~~ 23.5 percent of county growth each year, the population is projected to be ~~678,769~~ 772,099 in 2020. There are currently more than 26,000 acres of vacant land within the city limits. The LUWG projections reflect the zoning and future land use of the vacant land.

Table 21
City of Las Vegas Population Projections Using Share Method

Year	Projected Population Assuming 23.5% Capture Rate	Projected Population Assuming 18.2% Capture Rate
2007	603,093	603,093
2010	632,585	625,902
2015	708,812	684,870
2020	772,099	733,828

Source: City of Las Vegas Planning and Development Department, 2009

~~These projections are based on the regional forecasts, which are thought by some to be conservative. The City's projected 2020 population would exceed the projections reported in Table 21, if county growth rates approach anywhere near the rates witnessed during the '90s (the City population will approach 880,000 by 2020 if the county achieves a 4% average annual growth rate and the City captures 25% of the growth).~~

As the City enters into mature stages of development over the next two decades, it can expect the rate of growth to return from its peak of over 8% in 1996 to a healthy ~~2%-5%~~ 1.5% to 2.0% through ~~2005~~ 2020. ~~Sunbelt localities, having moderate job growth and moderately priced housing, provide a strong lure to potential migrants~~ While the Las Vegas area has experienced job losses of 5.9 percent during the past year, new hotel/casino openings in the coming year will add 12,563 rooms to the room inventory by the end of 2009. An additional 3,604 rooms will be added in 2010. The CBER forecast assumption for hotel room additions is that they create approximately 1.3 jobs within the hotel and 0.3 jobs in the community for an overall job creation of 1.6 per new room. Certainly a number of the jobs created by these new properties will be taken by people currently residing in Clark County who lost their job during the past year, but many will be available to newcomers to the area.

Within the city of Las Vegas, Symphony Park, the 61 acres at the intersection of I-15 and US-95, will infuse a mixture of commercial and residential development along with cultural amenities into the City's

downtown area. Symphony Park will consist of nearly 1.5 million square feet of office space, 357,000 square feet of retail, 1,500 hotel rooms, a 586,000 square foot performing arts center, approximately 3,100 residential units, and more than 16,000 parking spaces, allowing access for residents and visitors alike. The building of Symphony Park will require 3,800 construction related jobs. Once complete, Symphony Park will support more than 14,000 new, full-time jobs. Already on site is the Lou Ruvo Center for Brain Health. Although construction will not be complete until fall 2009, the center started treating its first patients in July of 2009. The Ruvo Center will be a leader in the treatment and research of brain disorders that affect memory.

The combination of the additional employment opportunities with the previously mentioned return of affordability to the housing market ~~These factors~~ should ~~combine to~~ sustain the City's growth in the near-term. Projections beyond the next five years will depend greatly upon the speed with which the economy recovers and, in part, on state and local policies that address annexations and preservation of rural neighborhoods that are being eclipsed by urbanized growth patterns.

DRAFT

VACANT LAND, INSTITUTIONAL CONSTRAINTS AND BUILD□OUT

Vacant Land

The density of development and number of annexations of vacant land play major roles in determining the potential build□out population in the City. Another factor is the amount of redevelopment that occurs within mature areas. There are limits to the amount of land that the City can annex, as discussed later. These limits are set by public policy, which is subject to change. For the purposes of this analysis, it is assumed that build□out population will be reached when all vacant land within the existing city limits is developed and no future annexations will occur.

Whereas the CBER forecast of countywide population helps predict the timing of regional growth, the amount and location of vacant land, along with the planned land use, provides information as to the location, density, and limit to growth in the City. ~~As of 2000, there were 23,670~~ There are currently 26,187 vacant acres within the city limits. The amount of vacant land depends on two factors: development decreases vacant land, and annexations increase vacant land (the majority of land annexed into the city is vacant). Between ~~1990 and~~ 2000 and 2007, the city annexed ~~17,657~~ 14,146 acres, expanding its boundary to cover an area of ~~112~~ 131 square miles, and absorbed ~~17,293~~ 11,629 acres through development.

Institutional Constraints

BLM Disposal Boundary

The BLM disposal boundary presents a constraint to further expansion currently, although as vacant lands within the boundary are developed, pressure to release more land may prompt Congress to change the boundary. ~~In fact, as this document was being prepared, a bill passed both houses of congress, which expanded the BLM disposal boundary at the northern limits of the City.~~ However, as the ultimate disposal and annexation into the City of this land is unknown at this time, ~~the~~ any potential expansion will not be factored in to this analysis. There are other disposal areas nearby the Valley and limited private land holdings that will supply some of the future demand for development. Figure 9 shows the institutional constraints to expansion facing the City: to the west the City is restricted by the Red Rock National Conservation Area; to the north by the BLM disposal boundary and the Las Vegas Paiute Indian Community; to the east by the City of North Las Vegas and the unincorporated town of Sunrise Manor; and to the south by the unincorporated towns of Winchester, Spring Valley and Summerlin South.

Multiple Species Habitat Conservation Plan (MSHCP)

The MSHCP provides for the long-term conservation and recovery of native species of plants and animals while allowing for orderly and beneficial land use within Clark County. The plan allows the Secretary of the Interior, through the U.S. Fish and Wildlife Service, to issue permits to "take," - make available for development - federal lands that are home to federally listed endangered/ threatened species if activities are otherwise legal. The existing permit allows for 145,000 acres of "take" for 30 years by the entities within Clark County, starting in 2001. To date, entities have consumed more than half of the allotted acreage. "Take" within the city of Las Vegas has amounted to approximately 9,500 acres and yielded nearly $5 million in fees from developers since the plan's inception. Of the total acreage, "fee exempt" accounted for 217 acres. Fee exempt takes are those that will be dedicated to a public use, such as a park or trail. The non-exempt "take" within the City limits is sufficient to allow Las Vegas' future population to increase by 105,000 by year 2035.

Entities are currently working on a permit amendment to increase the acreage of "take" countywide by approximately 210,000 acres. For the city of Las Vegas, lands most likely available for "take" are those classified as Multiple Use Managed Areas (MUMA) and Less Intensively Managed Areas (LIMA). In general, these areas are in proximity to US-95 north of the current City limit. The majority of the LIMA and MUMA land is located on the west-southwest side of US-95. Further expansion by the city of Las Vegas would likely occur in close proximity to US-95 due to the amount of Intensively Managed Areas (IMA) present, particularly north of the freeway within the Sheep Mountain Range.

Sustainability Initiatives

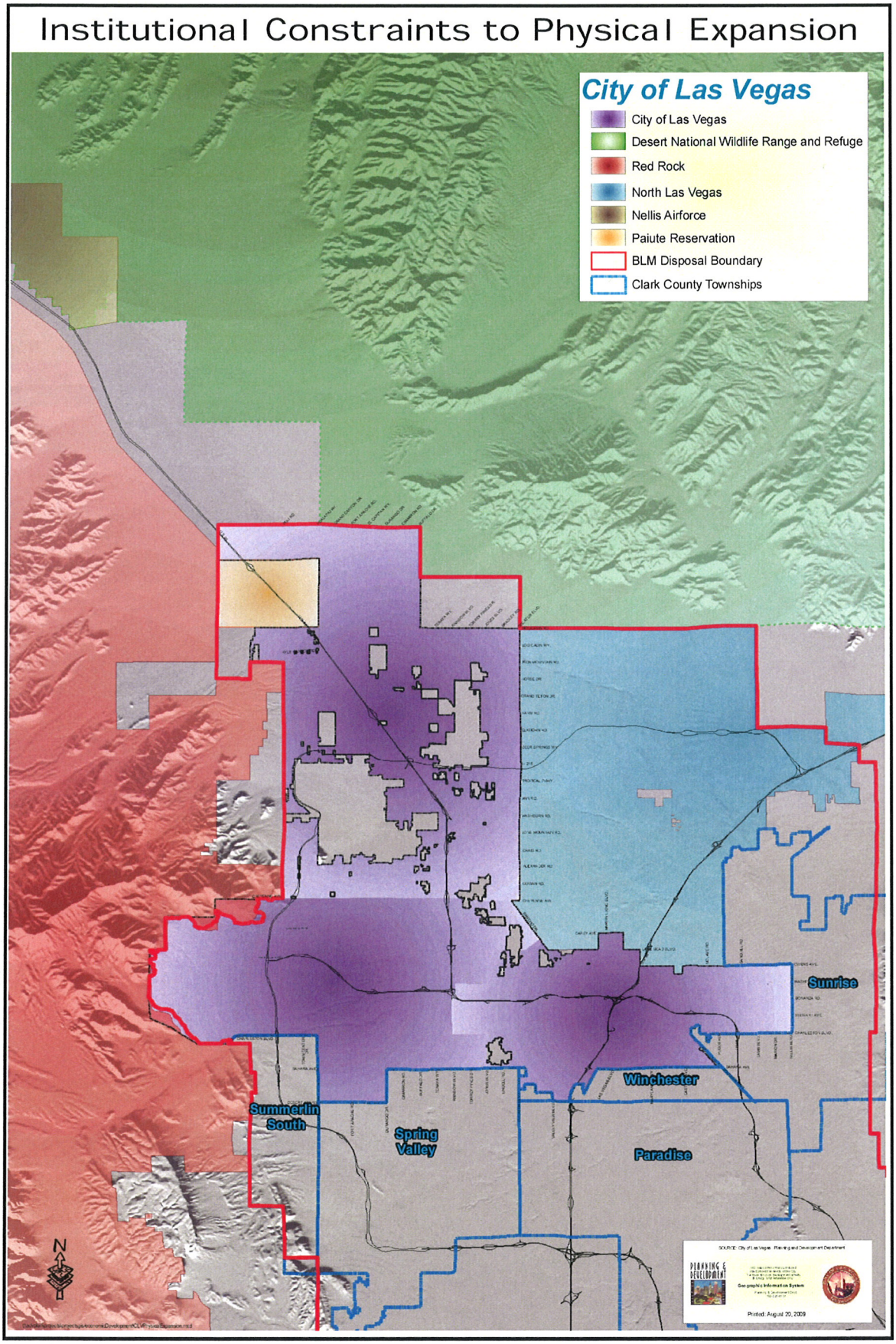
The City of Las Vegas passed a resolution on September 3, 2008 adopting a comprehensive energy plan, the Sustainable Energy Strategy, to manage the City's and community's energy needs. This, along with the Sustainability Strategic Business Plan and the Urban Forest Management Plan will have impacts on population growth. Sustainability encourages greater densities for residential development, particularly in more "urban" areas, meaning greater population on less land. Given the City's current inventory of vacant, developable residential acreage, an increase of one (1) unit per acre would result in an additional 13,000 dwelling units, or approximately 32,000 more residents.

Staff from the Planning and Development Department is currently producing a draft form-based sustainability zoning code by combining elements of the Title 19 Zoning Code and Title 18 Subdivision Regulations Code in order to improve walkability and connectivity standards. In addition, the Planning and Development Department is working with Public Works to coordinate a "Complete Streets" chapter and will address storm water and other sustainability measures. A draft document is under development and will be prepared for review in late 2009. A form based code will be a tool that will help reduce sprawling development by making more land uses more compact, lead to higher densities, and make more efficient use of land. These measures should, in turn, reduce the number of Vehicle Miles Traveled (VMT). Fewer VMT will reduce air born pollutants such as carbon monoxide, ozone, and particulate matter, all of which Las Vegas has been found to be in non-compliance with in the past.

With new redevelopment efforts and a form based code, Las Vegas' urban heat island will be mitigated. The Urban Forestry Initiative, adopted by Council on May 7th, 2008 calls for doubling the average tree canopy coverage to 20% by 2035 and calls for an urban forestry management plan, which will contribute to urban heat island reduction. Additional trees will absorb sunlight which would otherwise heat asphalt and concrete. However, with greater population growth and further urban footprint expansion, the urban heat island effect could also increase.

Institutional Constraints to Physical Expansion

Figure 9


Institutional Constraints to Physical Expansion
City of Las Vegas
City of Las Vegas
Desert National Wildlife Range and Refuge
Red Rock
North Las Vegas
Nellis Airforce
Paiute Reservation
BLM Disposal Boundary
Clark County Townships
Sunrise
Winchester
Summerlin South
Spring Valley
Paradise
N
Printed: August 20, 2009

Build Out

Given these city limits, a long-range projection of the population at build-out can be made. Of the ~~23,670~~ 26,187 vacant acres, 13,309 12,753 are planned for residential uses. Table ~~23~~ XX reports vacant acres by planned residential land use, and total additional dwelling units and population that can be expected given the planned densities.

Table 22
Projected Population on Vacant Land Planned for Residential Development

	Rural	Low	Medium Low	Medium	High	Total
Acres	3,185	4,604	3,096	1,400	469	12,753
Dwelling Units	11,147	23,019	24,776	34,991	16,351	110,284
Population	29,863	61,666	66,374	61,412	28,695	248,010

Sources: City of Las Vegas Planning and Development Department, 2009
Land Use Work Group (LUWG), 2007

Adding the total additional population that can be expected on remaining vacant land to the ~~Census 2000~~ city of Las Vegas 2007 population estimate of ~~478,630~~ 603,093 yields a build□out population estimate of ~~675,403~~ 851,103.

~~The 2020 projection surpasses this build□out number. However, as the City continues annexing vacant land, the build□out population will eventually equal or exceed the projected 2020 population reported in Tables 20 and 21.~~

POTENTIAL FOR NATURAL RESOURCE CONSTRAINTS

The natural resource issues that could potentially affect the continued development of Las Vegas are regional in nature and impact every government entity in the County. The continued supply of potable water, air that is in compliance with Federal standards, and the disposal of solid waste are addressed at the regional level while the City of Las Vegas treats its own wastewater.

It is believed that due to allocation and conservation measures that have been implemented and those that have been proposed, the projected build□out population can be supported on a continuing basis without unreasonable impairment to the natural resources of the City.

- Wastewater Treatment □ The City of Las Vegas Water Pollution Control Facility Plan was implemented in 1996 and updated in 2007. The plan addresses the treatment of wastewater beyond the year 2020, and will support a population of approximately ~~843,000~~ 888,885.

- Water Supply □ According to the Southern Nevada Water Authority (SNWA), based on current conditions there are sufficient resources available or under development to meet water demands for the service area through the year 2060. Beyond continued conservation, Nevada's basic apportionment, and Las Vegas Valley groundwater rights, the highest priority resources to meet demands will be the development of Intentionally Created Surplus (ICS), in-state groundwater and non-Colorado River resources. When necessary, banked reserves and other temporary resources will be used to bridge demands while the

SNWA brings other permanent in-state groundwater resources on-line. ~~existing water supply will meet demands through approximately 2007~~. ~~However, combining conservation efforts with additional water resource supplies that are immediately available, the SNWA projects water demand can be met through 2050 given the forecasted population.~~

- Solid Waste The APEX Regional landfill started accepting waste in October 1993 with the closure of the Sunrise landfill. The 1,202 acre landfill was designed with a refuse capacity of approximately 784 million cubic yards and a service life of 85 years.

- Air Quality the Clark County Department of Air Quality Management does Air quality planning. The Las Vegas Valley is currently classified as non attainment for carbon monoxide (CO) and particulate matter ten microns or less in size (PM10) and ozone (O_3). ~~A State Implementation Plan for CO that demonstrates the Valley will be in attainment and remain so for the next 20 years has been submitted to the EPA. A similar plan for PM10 has been submitted as well. The implementation of stringent control measures contained in the CO and PM10 State Implementation Plans have resulted in no exceedances of the Carbon Monoxide standard for the past four years and the attainment of the annual standard for PM10 emissions at the end of 2001.~~ A State Implementation Plan (SIP) for CO was submitted in August 2000 and the United States Environmental Protection Agency (EPA) published its final approval on September 21, 2004, with an effective date of October 21, 2004. On June 1, 2005 the EPA published its finding that the Las Vegas Valley nonattainment area had attained the National Ambient Air Quality Standard for carbon monoxide by the applicable attainment date. The County has prepared and submitted a CO Maintenance Plan and Re-designation Request to the EPA for approval.

  Clark County finalized and submitted a SIP to address PM10 (dust) nonattainment in the Las Vegas Valley on June 19, 2001. On May 3, 2004 the EPA published its final approval of the Clark County Serious Nonattainment Area Particulate Matter (PM10) Plan in the Federal Register. Clark County attained the National Ambient Air Quality Standard for PM10 on December 31, 2006, and submitted the final Milestone Achievement Report (MAR) on June 25, 2007 as required. Clark County is working on a PM10 Maintenance SIP and re-designation request for submission to EPA so that Clark County can be reclassified as attainment for PM10.

  On April 30, 2004, the U.S. EPA published nonattainment designations for the 1997 8-hour ozone standard in the Federal Register, classifying Clark County as a Subpart 1 ozone nonattainment area. The classification required the County to attain the 8-hour ozone standard no later then 2009. In December 2006, the District of Columbia Circuit Court vacated EPA's Phase I implementation rule, which contained the standards for Subpart 1 designated areas. The court's action remanded the rule back to EPA for further action. On January 9, 2009, the EPA proposed a revised rule to resolve the issues with the previous rule. Clark County will submit an appropriate plan in accordance with the revised rule once that rule is final. However, the County is currently in attainment with the 1997 ozone standard for the latest three-year average of the 4th highest reading (2006, 2007, and 2008) and can demonstrate attainment through 2018. In March 2008, EPA promulgated a more stringent ozone standard. The State of Nevada submitted a recommendation to the EPA that Clark County be designated in nonattainment of that 2008 standard. Designations are expected to be issued by EPA in March of 2010.

  Due to the combined efforts of the public, government entities and the private sector, air quality in the Las Vegas Valley has improved even as the population has increased.

IMPLEMENTATION

Recommendations

Recommendation 1:

Estimate the City's population on an annual basis

- An annual estimate of the City's population is required by Nevada Revised Statutes (NRS) section 360.
- The annual population estimate determines the number of dwelling units, households, and people within the City limits and assists in determining adequate service provision levels.
- The CLV annual estimate is a component in the formula used by the Nevada State Demographer in determining the annual Governor Certified Population Estimate.
- The annual estimate is a component in determining the City's share of the Basic City County Relief Tax (BCCRT) and the Supplemental City County Relief Tax (SCCRT) which apportions millions of dollars in revenue to entities within Nevada.

Recommendation 2:

Continue to lead and participate in regional annual population projection programs

- Participate in the development of the Regional Economic Modeling Inc. population projection model. The REMI model is funded and approved by the SNRPC and is used to determine countywide population projections through 2050. The model output is used as a baseline for population projections at lower levels of geography such as Traffic Analysis Zones (TAZ), ZIP Codes, and individual cities.
- Continue to lead and participate in the development of the Land Use Work Group (LUWG) model. The LUWG uses currently vacant land to determine future population in Clark County and the cities within by applying a "land use" to parcels that will determine the future population level and offers the ability to determine population at sub-county levels. The LUWG model also determines non-residential uses which allows for the estimation of traffic volume levels and future public and private service provision.
- Aside from uses in planning by various entities, including the city of Las Vegas, the projections are used to determine availability of resources by entities such as the Southern Nevada Water Authority (SNWA) and the Regional Transportation Commission (RTC). The projections also play a major role in demonstrating the Las Vegas Valley's ability to comply with air quality standards in the coming years which determines future funding from the federal government.

Recommendation 3:

Lead and coordinate local Census programs

- The decennial Census determines the level of funding Nevada and its municipalities receive from the Federal government for ten years
- The Census determines a states numbers in the House of Representatives and the number of electoral votes for presidential elections

- Census information is invaluable to planners and helps to establish the identity of a community
- Inter-censal estimates - annual updates of population conducted by the U.S. Census Bureau - determine the level of funding for local social and community oriented programs such as CDBG and other grant reliant programs. Entities have the ability to appeal these estimates if they are felt to be inaccurate

Recommendation 4:
Annually monitor "outside" sources of population and demographic data that can impact the City.

- Monitor U.S. Census data, specifically the American Community Survey for changes in characteristics of the City's population such as Race and Ethnicity, Age, and Language Spoken at Home that can impact service provision.
- Evaluate sources of population estimates and projections such as the Nevada State Demographer for changes that impact the City. The locally developed estimate, mentioned in Recommendation 1, comprises half of the formula used to develop the State Demographer's population estimate which is a component of the formula used to determine funding levels throughout the state.

Recommendation 5:
Establish population/service level database

- Develop databases with historical and current population figures and historical and current infrastructure levels that will allow for analysis of future needs.
    - Per the Public Safety Element, build a new police substation to equal one (1) per 125,000 population
    - Per the Transportation Trails Element, develop between 3.75 and 5.68 miles of trails per 100,000 population
    - Per the Parks & Recreation Element:
        - develop 2.5 acres of park space per 1,000 population
        - build one (1) Neighborhood Center per 10,000 population
        - build one (1) Community Center per 25,000 population
        - build one (1) Regional Center per 75,000 population

PLANNING AREAS

DOWNTOWN REURBANIZATION AREA

Population ~~has~~ increased steadily ~~since~~ between 1980 and 2000 in spite of fluctuations in housing units. The changes in the housing unit stock include losses due to demolitions near the Stratosphere Tower and conversion of residential units to office space, which occurred primarily in the Las Vegas High School area. The population increases that have occurred since 1980 are due primarily to the continual migration of males to the area. During the 20□ year span about 76 percent of the areas new residents were male. The high male presence may be due to: 1) the numerous multi□family rental units as approximately 95 percent of the housing units in the Reurbanization Area are multi□family and 89 percent are rentals 2) the preponderance of facilities for the homeless are in the area (approximately 40 percent of the City's group quarter facilities are within the Reurbanization areas boundaries, another 40 percent of the City's group quarters are within one mile of the areas boundaries) and 3) a high number of Hispanic males residing and working in Las Vegas whose families live outside of Clark County. ~~Currently~~ According to Census 2000, 67 percent of the Reurbanization Area's total population is male.

Another significant change to the areas population includes an influx of Hispanics. The Hispanic population increased by 215 percent between 1980 and 2000. The average annual growth rate was 5.9 percent during the 20□ year span. Household composition has changed significantly also. In 1980 and 1990, non□family households comprised nearly 75 percent. However, with the population increase of the 1990s came an increase in family households, which increased from 28.5 percent in 1990 to 36.1 percent in 2000. With the increase in families came an upswing in the rate of home ownership. In 1990, just over one percent of the areas residents owned their home. By 2000 that figure had risen to nearly 11 percent.

Table 24

Reurbanization Demographics

	1980		1990		2000	
Population	8,536		10,184		12,932	
Gender						
Male	5,328	62.4%	6,698	65.8%	8,663	67.0%
Female	3,208	37.6%	3,486	34.2%	4,269	33.0%
Age						
< 18	965	11.3%	1,454	14.3%	1,791	13.8%
18 - 64	6,404	75.0%	7,630	74.9%	10,090	78.0%
> 65	1,167	13.7%	1,100	10.8%	1,051	8.1%
Race						
White	5,706	66.8%	5,201	51.1%	5,466	42.3%
Black	868	10.2%	1,372	13.5%	1,853	14.3%
Hispanic	1,413	16.6%	2,947	28.9%	4,446	34.4%
American Indian	79	0.9%	51	0.5%	106	0.8%
Asian	385	4.5%	557	5.5%	663	5.1%
Pacific Islander		0.0%	N/A	0.0%	54	0.4%
Other	85	1.0%	56	0.5%	14	0.1%
More than one race	N/A	0.0%	N/A	0.0%	330	2.6%
Education						
Persons 25+ yrs. of age	5,994		7,477		11,001	
High School Graduate	3,578	59.7%	3,574	47.8%	6,484	58.9%
Bachelors Degree or Greater	462	7.7%	479	6.4%	704	6.4%
Median Household Income	$ 10,061		$ 15,711		$ 18,891	
Poverty Level Income						
Persons for whom poverty status is determined	8,504		9,355		11,538	
Persons below poverty level	1,658	19.5%	2,329	24.9%	3,574	31.0%
Unemployment						
Labor Force	5,150		5,388		5,886	
Unemployed	541	10.5%	717	13.3%	923	15.7%
Household Type						
Family Households:						
MC	1,071	20.9%	947	19.9%	1,235	22.5%
MH	125	2.4%	175	3.7%	350	6.4%
FH	263	5.1%	234	4.9%	394	7.2%
Non-Family Households	3,677	71.6%	3,408	71.5%	3,504	63.9%
Total Households	5,136		4,764		5,483	
Housing Units						
Own	124	2.4%	57	1.2%	591	10.8%

Rent	5,012	97.6%	4,707	98.8%	4,892	89.2%

Source: U.S. Census Bureau, 2000

NEIGHBORHOOD REVITALIZATION AREA

Population growth in the Neighborhood Revitalization Area ~~has been~~ was steady ~~during the past 20 years~~ between 1980 and 2000. The average annual growth rate ~~has been~~ was just over 2 percent. The growth rate ~~has~~ varied little during the two decades. The population aged somewhat between 1980 and 1990. However, since 1990 the population has started to become younger with the number less than 18 years of age approaching 30 percent. In spite of this, the number of non-family households increased from 35 percent to 38 percent between 1990 and 2000. While the areas overall population has seen steady growth, the Hispanic population has exploded. Since 1990 the areas Hispanic population has increased by 242 percent and is approximately equal to the areas White population.

The composition of households has changed. In 1980, over 53 percent of all Neighborhood Revitalization Area households were married couples. By 2000, 40 percent of the households were married couples. The shift may be due to the change in housing stock. In 1980, 70 percent of the housing units were single-family, with about 55 percent of all types owner occupied. By 2000, 45 percent of the housing units were single-family, and just under one-half (47%) of all housing types were occupied by the owner.

Table 25

Neighborhood Revitalization Demographics

	1980		1990		2000	
Population	136,992		169,539		204,376	
Gender						
Male	67,705	49.4%	85,122	50.2%	104,027	50.9%
Female	69,287	50.6%	84,417	49.8%	100,349	49.1%
Age						
< 18	38,201	27.9%	42,803	25.2%	58,315	28.5%
18 - 64	86,847	63.4%	107,057	63.1%	124,046	60.7%
> 65	11,944	8.7%	19,679	11.6%	22,015	10.8%
Race						
White	103,380	75.5%	113,832	67.1%	81,183	39.7%
Black	19,312	14.1%	23,829	14.1%	27,420	13.4%
Hispanic	10,372	7.6%	23,626	13.9%	80,680	39.5%
Am .Indian	872	0.6%	1,520	0.9%	1,090	0.5%
Asian	2,624	1.9%	6,480	3.8%	8,577	4.2%
PI	N/A	0.0%	N/A	0.0%	741	0.4%
Other	437	0.3%	251	0.1%	252	0.1%
MT1	N/A	0.0%	N/A	0.0%	4,433	2.2%
Education						
Persons 25+ yrs. of age	79,810		106,853		122,934	
High School Graduate	57,407	71.9%	74,314	69.5%	79,756	64.9%
Bachelors Degree or Greater	9,299	11.7%	12,217	11.4%	11,322	9.2%
Median Household Income	$ 18,431		$ 28,240		$ 34,930	
Poverty Level Income						
Persons for whom poverty status is determined	135,075		162,731		200,294	
Persons below poverty level	14,281	10.6%	22,298	13.7%	37,066	18.5%
Unemployment						
Labor Force	70,277		87,932		88,254	
Unemployed	4,618	6.6%	6,275	7.1%	8,733	9.9%
Household Type						
Family Households:						
MC	27,333	53.4%	30,251	46.2%	27,733	40.0%
MH	1,839	3.6%	3,648	5.6%	5,097	7.4%
FH	6,421	12.5%	8,855	13.5%	9,889	14.3%
Non-Family Households:	15,634	30.5%	22,722	34.7%	26,531	38.3%
Total Households	51,227		65,476		69,250	
Housing Units						
Own	27,940	54.5%	29,464	45.0%	32,548	47.0%
Rent	23,287	45.5%	36,012	55.0%	36,703	53.0%

Source: U.S. Census Bureau, 2000

NEWLY DEVELOPING AREAS

The population of the area of the City north of Cheyenne Avenue ~~has~~ increased at an average annual rate of 15.8 percent ~~during the past 20 years~~ between 1980 and 2000. This translates to a population that ~~has~~, on average, doubled every 53 months. The areas population has aged, with the share of residents under the age of 18 decreasing by about five percent between 1980 and 2000. The share of residents 65 years of age and over nearly tripled during the twenty□year span.

While the areas population growth has been explosive ~~for the past twenty years~~ since 1980, the traits of the residents have only recently begun to change. The population remained about 90 percent White between 1980 and 1990. By 2000, just over 75 percent of the population was White. Hispanics comprised about 10 percent of the areas population in 2000. Household composition changed little during the 20□year span, as family households remained steady at 77 percent. Currently, 80 percent of the dwelling units in this area are single□family and over 84 percent of all households are owner occupied compared to the 75 percent home ownership rate in 1980.

Table 26

Newly Developing Area Demographics

	1980		1990		2000	
Population	4,451		22,502		83,511	
Gender						
Male	2,188	49.2%	10,973	48.8%	41,254	49.4%
Female	2,263	50.8%	11,529	51.2%	42,257	50.6%
Age						
< 18	1,415	31.8%	6,222	27.7%	22,437	26.9%
18 - 64	2,863	64.3%	14,712	65.4%	53,414	64.0%
> 65	174	3.9%	1,568	7.0%	7,660	9.2%
Race						
White	3,987	89.6%	19,900	88.4%	62,984	75.4%
Black	152	3.4%	842	3.7%	5,650	6.8%
Hispanic	225	5.1%	1,197	5.3%	8,501	10.2%
Am .Indian	21	0.5%	170	0.8%	394	0.5%
Asian	59	1.3%	383	1.7%	3,344	4.0%
PI	N/A	0.0%	N/A	0.0%	267	0.3%
Other	7	0.2%	-	0.0%	143	0.2%
MT1	N/A	0.0%	N/A	0.0%	2,228	2.7%
Education						
Persons 25+ yrs. of age	2,473		14,352		56,256	
High School Graduate	1,120	81.9%	12,435	86.6%	50,531	89.8%
Bachelors Degree or Greater	651	10.3%	2,652	18.5%	12,753	21.5%
Median Household Income	$ 23,500		$ 46,966		$ 62,895	
Poverty Level Income						
Persons for whom poverty status is determined	4,334		21,660		83,373	
Persons below poverty level	180	4.2%	899	4.2%	4,063	4.9%
Unemployment						
Labor Force	2,338		12,387		45,040	
Unemployed	114	4.9%	391	3.2%	2,389	5.3%
Household Type						
Family Households:						
MC	1,004	66.2%	5,485	67.9%	19,094	63.4%
MH	43	2.8%	332	4.1%	1,201	4.0%
FH	132	8.7%	511	6.3%	2,630	8.7%
Non-Family Households:	338	22.3%	1,746	21.6%	7,186	23.9%
Total Households	1,517		8,074		30,111	
Housing Units						
Own	1,138	75.0%	6,257	77.5%	25,642	84.3%

Rent	379	25.0%	1,817	22.5%	4,790	15.7%

Source: U.S. Census Bureau, 2000

CITY OF LAS VEGAS

The City's population grew by 190 percent between 1980 and 2000, an average annual rate of 5.5 percent. At that rate population doubles every 13 years. Between 2000 and 2007, the City's population grew by 17.5 percent with average annual growth of 2.34 percent. Some of the reason for lower growth rates for Las Vegas is due obviously to population growth slowing. But Las Vegas is also becoming a large city and as a population becomes larger changes in population have less impact.

Population in each age category more than doubled during the 20 year span, but the rate of growth was greatest among those 65 years of age and older. Their population increased by more than 300 percent between 1980 and 2000. Amongst Racial and Ethnic groups, the Hispanic population experienced the greatest growth. ~~During the past two decades~~ Between 1980 and 2000 the Hispanic population increased by 783 percent. Asians experienced similar growth with an increase of 627 percent over the same time. Since 2000 their populations continue to grow faster than any other group with increases of 47.2 percent and 13.2 percent respectively.

The education level of City residents continues to increase. The rate of college graduation increased from 13.4 percent to 18.2 percent ~~during the past ten years~~ between 1990 and 2000. That represents an increase in the number of people with college degrees of 150 percent. The number of people with college degrees continued to increase since 2000, going to 21.7 percent. ~~Since~~ Between 1990 and 2000, median household income increased by 50 percent. Even when adjusted for inflation Las Vegas residents income increased by 20 percent. Since 2000, median household income increased by 23 percent. When adjusted for inflation, income increased by 2.4 percent during the past seven years. The increase in income may be one of the reasons for the rise in home ownership rates during the 1990's, which increased from 47 percent in 1990 to 59 percent in 2000. Home ownership rates have increased steadily since 2000, reaching a high of 61.8 percent in 2006, but the economic downturn has seen a sharp increase in foreclosures and a corresponding decline in home ownership rates. The type of household's people live in changed slightly between 2000 and 2007. ~~with a small shift in favor of family households~~. The change occurred within family households with a decrease in the number of married couple households and increases to male and female headed households. ~~The increase in family households was noticed more in single parent family households. Married couple family households as a percent of total family households declined slightly between 1990 and 2000.~~

Table 27

City of Las Vegas Demographics

	1990		2000		2007	
	#	%	#	%	#	%
Population	258,295		478,630		562,582	
Gender						
Male	130,539	50.5%	243,174	50.8%	287,184	51.0%
Female	127,756	49.5%	235,456	49.2%	275,398	49.0%
Age						
Less than 18	64,461	25.0%	124,113	25.9%	151,900	27.0%
18 - 64	167,302	64.8%	299,193	62.5%	345,008	61.3%
65 Years and over	26,532	10.3%	55,324	11.6%	65,674	11.7%
Race						
White	186,716	72.3%	277,858	58.1%	288,350	51.3%
Black	28,897	11.2%	48,391	10.1%	59,231	10.5%
American Indian	2,056	0.8%	2,405	0.5%	3,372	0.6%
Asian	9,022	3.5%	22,413	4.7%	25,378	4.5%
Pacific Islander			1,935	0.4%	2,176	0.4%
Hispanic	31,249	12.1%	112,981	23.6%	166,269	29.6%
Other	355	0.1%	650	0.1%	995	0.2%
More than one race			11,997	2.5%	16,811	3.0%
Education						
25+ Yrs of age	168,724		313,205		370,243	
High School Graduate	128,736	76.3%	245,804	78.5%	301,479	81.4%
College Graduate	22,564	13.4%	56,989	18.2%	80,285	21.7%
Median Household Income	$ 30,590		$ 44,069		$ 54,357	
Poverty Level Income						
Persons for whom poverty status is determined	253,617		471,034		553,155	
Persons below poverty level	29,084	11.5%	56,053	11.9%	65,825	11.9%
Unemployment						
Labor Force	140,298		230,477		278,757	
Unemployment	9,297	6.6%	16,176	7.0%	15,890	5.7%
Household Type						
Family Households:						
Married Couple	49,350	49.4%	85,359	48.3%	98,098	46.9%
Male Head of Household	4,954	5.0%	10,470	5.9%	13,950	6.7%
Female Head of Household	11,579	11.6%	21,637	12.2%	26,866	12.8%
Non-Family Households	34,066	34.1%	59,284	33.5%	70,275	33.6%
Total Households	99,949		176,750		209,159	
Housing Units						
Own	47,604	47.6%	104,481	59.1%	120,816	57.8%
Rent	52,345	52.4%	72,269	40.9%	88,373	42.2%

Source: U.S. Census Bureau, 2007

September 29, 2009

Doug Rankin
Planning Manager, Public/Case Planning Division
Planning & Development Department
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101

RE: Population Element

Dear Mr. Rankin:

Please accept this letter as justification for a General Plan Amendment to adopt an updated Population Element and amend the 2020 Master Plan.

As a component of the Master Plan, the Population Element will satisfy NRS requirements for a Population Plan and recommend strategies and actions to facilitate the implementation of the goals, objectives, and policies contained in the Las Vegas 2020 Master Plan related to population growth

This document will replace the previous Population Element updated April 3, 2003.

Please do not hesitate to contact me at 229-2080 should you have any questions.

Sincerely,

Richard Wassmuth

Richard Wassmuth
Statistical Analyst II
Long Range Planning Division

RECEIVED
OCT 06 2009
GPA-36074
11/19/09 PC

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

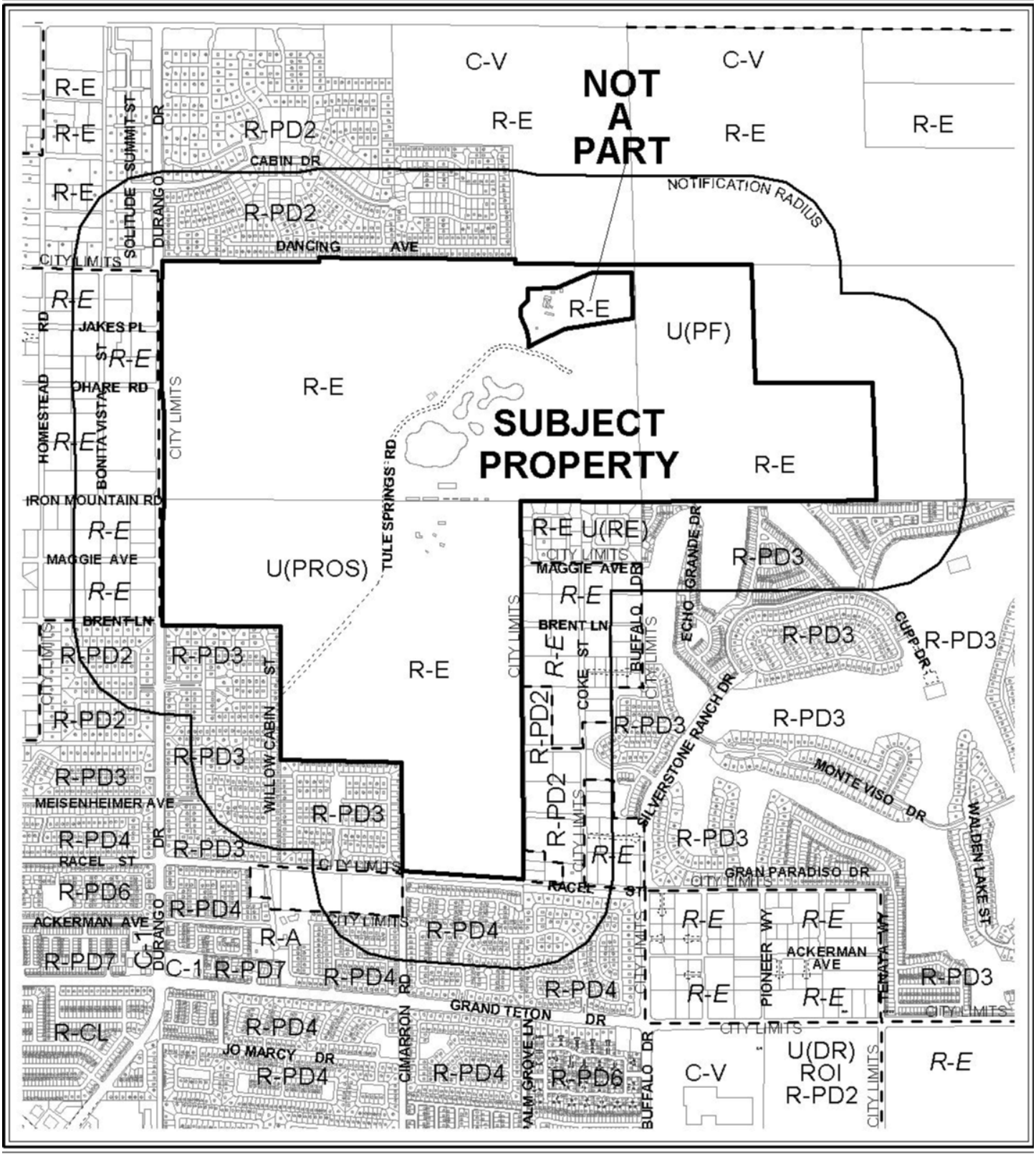
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-36093 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES), U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] AND U (UNDEVELOPED) [PR-OS (PARKS/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] TO: C-V (CIVIC) on 697.78 acres generally located at 9200 Tule Springs Road (APN 125-04-301-005), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the December 17, 2009 Planning Commission Meeting Item 10



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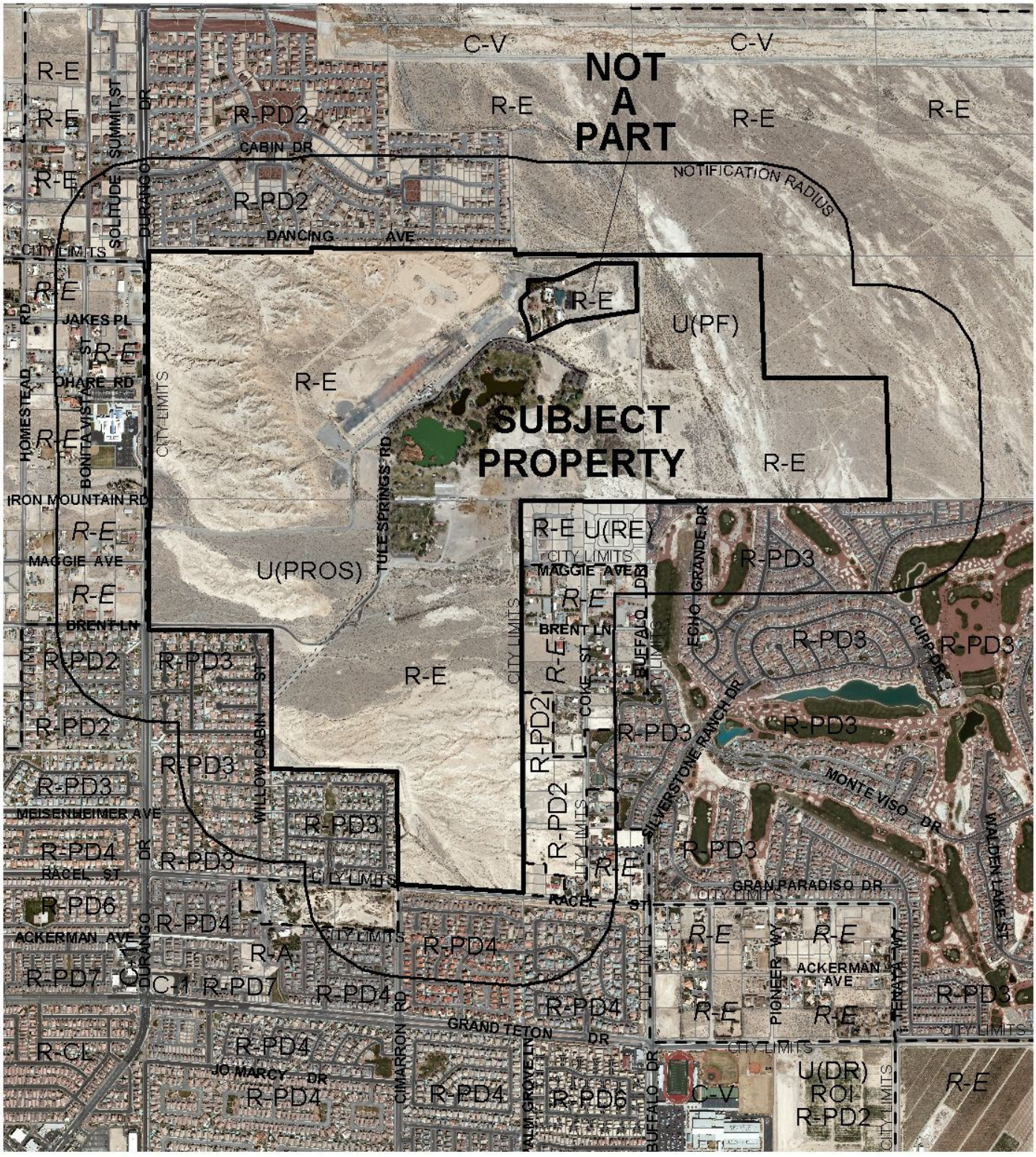
CASE: **ZON-36093**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES) AND U (UNDEVELOPED) ZONE [PR-OS (PARKS/RECREATION/ OPEN SPACE) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)



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CASE: **ZON-36093**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES) AND U (UNDEVELOPED) ZONE [PR-OS (PARKS/RECREATION/ OPEN SPACE) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-36093 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a Rezoning from R-E (Residence Estates), U (Undeveloped) [PF (Public Facilities) General Plan Designation] and U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan Designation] to C-V (Civic) on property generally located east of the Durango Drive and Iron Mountain Road intersection. The proposed C-V (Civic) district will allow conformance with the existing land use designation of PR-OS (Parks/Recreation/Open Space) and PF (Public Facilities) on the subject site; therefore, staff is recommending approval of the subject Rezoning application. If denied, the residential and undeveloped zoning district will remain inconsistent with the existing land use designation.

ISSUES

- The proposed Rezoning will allow conformance with the current land use designations of PF (Public Facilities) and PR-OS (Parks/Recreation/Open Space).
- The existing use of the subject site as a City Park is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designations.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/13/98	The City Council Tabled a request for a Rezoning (Z-126-97) of property from U (Undeveloped) to: R-E (Residence Estates) on property located on the southeast corner of Durango Drive and Iron Mountain Road. The Planning Commission recommended denial of the request.
10/12/98	The City Council denied a request for a General Plan Amendment (GPA-0029-98) to amend a portion of the Northwest Amendment to the General Plan from: P-S (Park / School) to: PCD (Planned Community Development) on property located at the northeast corner of Cimarron Road and Log Cabin Way. The Planning Commission recommended approval of the request.
	The City Council denied a request for a Rezoning (Z-0041-98) of property from: R-E (Residence Estates) to: RPD-4 (Residential Planned Development – 4 Units Per Acre) on property located on the north side of Log Cabin Way, west of Buffalo Road. The Planning Commission recommended denial of the request.

04/26/99	The City Council approved a Rezoning (Z-0001-99) from: R-E (Residence Estates) to: R-PD3 (Residential Planned Development – 3 Units Per Acre) on property located on the north side of Log Cabin Way, west of Cimarron Road. The Planning Commission recommended denial of the request.
05/24/99	The City Council approved a Rezoning (Z-0009-99) from R-E (Residence Estates) to R-PD3 (Residential Planned Development – 3 Units Per Acre) on property located at the northwest corner of Cimarron Road and Log Cabin Way. The Planning Commission recommended approval of the request.
	The City Council approved a request for a General Plan Amendment (GPA-0004-99) to amend a portion of the Northwest Amendment to the General Plan from: P-S (Park / School) to: R (Rural Density Residential) on property located at the northeast corner of Cimarron Road and Log Cabin Way. The Planning Commission recommended approval of the request.
06/01/99	The Board of Zoning and Adjustment approved a request for a Variance (V-0032-99) to allow 181,767 square-feet of Open Space where 213,114 square-feet of Open Space is required on property located on the northeast corner of Durango Drive and Racel Street.
06/10/99	The Planning Commission approved a request for a Final Map (FM-0038-99) - Tule Springs Ranch South, Unit 1 - for 44 single-family residential lots on property located on the northeast corner of Durango Drive and the north side of Racel Road.
	The Planning Commission approved a request for a Final Map (FM-0037-99) - Tule Springs Ranch North, Unit 1 - for 39 single-family residential lots on property located on the east side of Durango Drive, north of Racel Street.
07/22/99	The Planning Commission approved a request for a Final Map (FM-0060-99) - Tule Springs Ranch South, Unit 2 - for 78 single-family residential lots on property located east of Durango Drive, north of Racel Street.
	The Planning Commission approved a request for a Final Map (FM-0059-99) - Tule Springs Ranch North, Unit 2 - for 50 single-family residential lots on property located west of Durango Drive, south of Brent Lane.
08/18/99	The City Council approved a request for a General Plan Amendment (GPA-0016-99) to Amend a portion of the Northwest Amendment to the General Plan from: P (Park/Recreation/Open Space) to: L (Low Density Residential) on property located on the northwest corner of Racel Street and Cimarron Road. Due to the failure of the Planning Commission to establish a super-majority votes on a motion for approval, this item was forwarded to the City Council with no recommendation.
	The City Council approved a request for a Rezoning (Z-0031-99) of property from: R-E (Residence Estates) to: R-PD 4 (Residential Planned Development - 4 Units per Acre) on property located on the northwest corner of Racel Street and Cimarron Road. Due to the failure of the Planning Commission to establish a super-majority votes on a motion for approval, this item was forwarded to the City Council with no recommendation.

10/14/99	The Planning Commission approved a request for a Review of Condition [Z-0086-98(2)] to allow a front yard setback of 15 feet for side entry garages where 20 feet is required.
12/02/99	The City Council approved a request for an appeal of conditions for Tentative Map (TM-0045-99) - Paiute Crossing at Tule Springs - for 133 single-family residential lots on property located adjacent to the north side of Racel Street, approximately 1,350 feet east of Durango Drive.
12/16/99	The Planning Commission approved a request for a Site Development Plan Review [Z-0031-99(1)] for guest/house casitas on property located on the north side of Racel Street approximately 1,340 feet east of Durango Drive.
	The Planning Commission approved a request for a Final Map (FM-0084-99) - Tule Springs Ranch South, Unit 3 - for 45 single-family residential lots on property located adjacent to the north side of Racel Street, east of Durango Drive.
01/13/00	The Planning Commission approved a request for a Final Map (FM-0083-99) - Tule Springs Ranch North, Unit 3 - for 39 single-family residential lots on property located adjacent to the southeast corner of the intersection of Brent Lane and Durango Drive.
02/24/00	The Planning Commission approved a request for a Final Map (FM-0008-00) - Paiute Crossing at Tule Springs, Unit 1 - for 60 single-family residential lots on property located on the north side of Racel Street, approximately 1,320 feet east of Durango Drive.
03/15/00	The City Council approved a request for an Extension of Time [Z-0086-98(3)] of an approved Rezoning for a proposed single-family residential subdivision on property located on the northeast corner of Racel Street and Durango Drive. The Planning Commission recommended approval of the request.
06/07/00	The City Council approved a request for an Extension of Time [Z-0001-99(1)] on an approved Rezoning from: R-E (Residence Estates) to: R-PD2 (Residential Planned Development - 2 Units Per Acre) on the east and west sides of Durango Drive between Moccasin Road and Log Cabin Way. The Planning Commission recommended approval of the request.
	The City Council approved a request for an Extension of Time [Z-0009-99(1)] of an approved Rezoning from: R-E (Residence Estates) to: R-PD2 (Residential Planned Development - 2 Units Per Acre) adjacent to the north side of Log Cabin Way, approximately 2,700 feet east of Durango Drive. The Planning Commission recommended approval of the request.
06/08/00	The Planning Commission approved a request for a Final Map (FM-0016-00) - Paiute Crossing at Tule Springs, Unit 2 - for 73 single-family residential lots located on the northwest corner of the intersection of Racel Street and Cimarron Road.

06/06/01	The City Council approved a request for an Extension of Time [Z-0009-99(2)] of an approved Rezoning from: R-E (Residence Estates) to: R-PD2 (Residential Planned Development - 2 Units Per Acre) adjacent to the north side of Log Cabin Way, approximately 2,700 feet east of Durango Drive. The Planning Commission recommended approval of the request.
02/05/03	The City Council approved a request for a Annexation (A-0038-02) of undeveloped property located in various parts of the city under the provisions of NRS 268.597 No. 1(b).
02/19/03	The City Council approved a request for a Site Development Plan Review (SDR-1395) for a proposed 565-lot single family residential development on this site. The Planning Commission and staff recommended approval on 01/23/03.
10/23/03	The Planning Commission approved a Tentative Map (TMP-3055) for Log Cabin Ranch for the overall development parcels on this site. Staff recommendation was for approval.
08/04/04	The Planning and Development Department administratively approved a Final Map Technical Review for Log Cabin Ranch (FMP-4806) for the overall development parcels on this site. To date, a copy of the recorded map has not been submitted.
01/09/08	The City Council approved a request of Director's Business (DIR-24411) to designate Tule Springs Ranch as a Historic Property within the City of Las Vegas on 697.78 acres at 9200 Tule Springs Road. The Planning Commission and Staff recommended approval of the request.
07/24/08	At the applicant's request, the Planning Commission Pulled a request for a Rezoning (ZON-28339) from R-E (Residence Estates), U (Undeveloped) [PR-OS (Park/Recreation/Open Space) General Plan Designation], and U (Undeveloped) [PF (Public Facilities) General Plan Designation] to C-V (Civic) on property located at the northeast corner of Durango Drive and Brent Lane.
	At the applicant's request, the Planning Commission Pulled a request for a General Plan Amendment (GPA-28337) to amend a portion of the Centennial Hills Sector Plan from PR-OS (Parks/Recreation/Open Space) to PF (Public Facilities) on property located at the northeast corner of Durango Drive and Brent Lane.
12/09/09	The Historic Preservation Commision approved (HPC-36669) consideration of Rezoning (ZON-36093) from: R-E (Residence Estates), U (Undeveloped) [PF (Public Facilities) General Plan Designation] and U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan Designation] to: C-V (Civic) on 697.78 acres generally located at 9200 Tule Springs Road.
12/17/09	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 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	
10/01/09	During a routine site inspection staff observed a well maintained Park Facility.

Details of Application Request	
Site Area	
Gross Acres	697.78 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Floyd Lamb State Park	PR-OS (Parks/Recreation/Open Space)	U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan Designation]
	Floyd Lamb State Park	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
	Floyd Lamb State Park	PF (Public Facilities)	U (Undeveloped) [PF (Public Facilities) General Plan Designation]
North	Floyd Lamb State Park	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
	Single-Family Residences	R (Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)
	Single-Family Residences	PCD (Planned Community Development)	R-PD2 (Residential Planned Development – 2 Units per Acre)

South	Single-Family Residences	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
	Single-Family Residences	L (Low Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
	Single-Family Residences	PCD (Planned Community Development)	R-PD4 (Residential Planned Development – 4 Units per Acre)
	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
	Golf Course	PCD (Planned Community Development)	R-PD3 (Residential Planned Development – 3 Units per Acre)
East	Floyd Lamb State Park	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
West	School	PF (Public Facilities)	PF (Public Facility) – Clark County Designation
	Undeveloped / Single-Family Residences	RNP (Rural Neighborhood Preservation)	R-A (Residential Agricultural) - Clark County Designation

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Floyd Lamb Park	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
H Historic Designation	X		Y
Trails	X		Y
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This request would Rezone the subject site from R-E (Residence Estates), U (Undeveloped) [PF (Public Facilities) General Plan Designation] and U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan Designation] to C-V (Civic), which will allow conformance with the existing PR-OS (Parks/Recreation/Open Space) and PF (Public Facilities) land use designation. The existing use of the subject site as a City Park is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designations. As the proposed C-V (Civic) zoning district is consistent with the existing PR-OS (Parks/Recreation/Open Space) and PF (Public Facilities) land use designations, 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) and PF (Public Facilities) 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, including the existing use of the subject site for a City Park, are compatible with the surrounding land uses and zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The subject site has land use designations of PR-OS (Parks/Recreation/Open Space) and PF (Public Facilities). Rezoning of the subject site will allow conformance with the existing land use designations of the subject site.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed from Durango Drive, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 1309 by City Clerk

APPROVALS 1

PROTEST 5

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-36093 APN: 125-04-301-005

Name of Property Owner: CITY OF LAS VEGAS

Name of Applicant: M. MARGO WHEELER, AICP

Name of Representative: ANDREW P. REED, AICP

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: _____

Subscribed and sworn before me

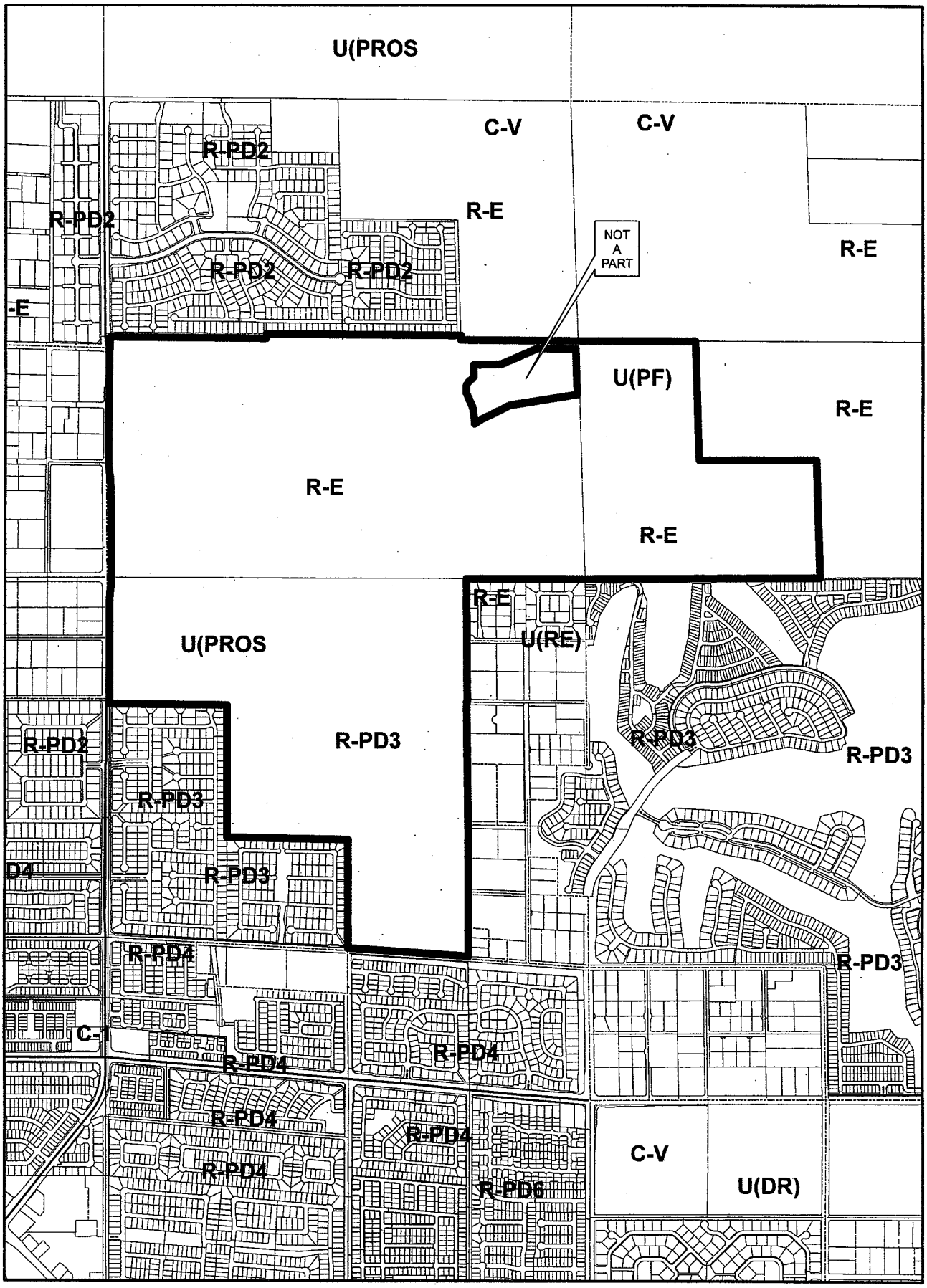
This 17th day of September, 2009

Teresa K. Morrell

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

REZONING



RECEIVED
SEP 25 2009

ZON-36093
11/05/09 PC

APN: 125-04-301-005
From U(PROS) and R-E to C-V

Data Current as of: September 25, 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-36093 - APPLICANT/OWNER: CITY OF LAS VEGAS
9200 TULE SPRINGS ROAD
DECEMBER 17, 2009 PLANNING COMMISSION

10/01/09

ZON-36093 - APPLICANT/OWNER: CITY OF LAS VEGAS
9200 TULE SPRINGS ROAD
DECEMBER 17, 2009 PLANNING COMMISSION

10/01/09

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 21, 2009

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-36093
Assessors Parcel Number 125-04-301-005

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

AR:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

ZON-36093
11/05/09 PC
REVISED

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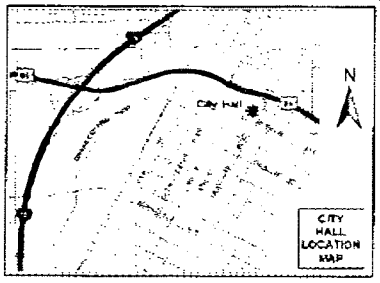
CITY CLERK

2010 JAN 11 A 9:31

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.

ZON-36093
City Council Meeting of 1/20/2010

DADEJ RHETT
8121 DANCING AVE
LAS VEGAS NV 89131-1542

APN#12504214064

NAVDS11 89131

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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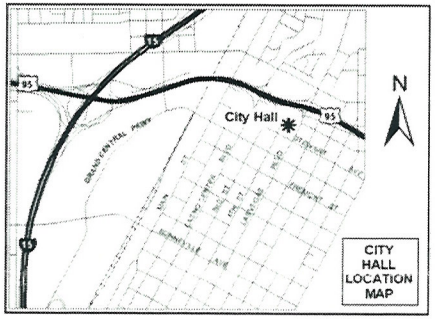
Return Service Requested
Official Notice of Public Hearing



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-36093

Planning Commission Meeting of 11/5/2009

Case: ZON-36093
12509311081
GRITSAVAGE CLEM E & SHERYL L
8416 DRIPPING ROCK CT
LAS VEGAS NV 89131-4638

HAVD511 89131

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIPCODE 89101

RECEIVED
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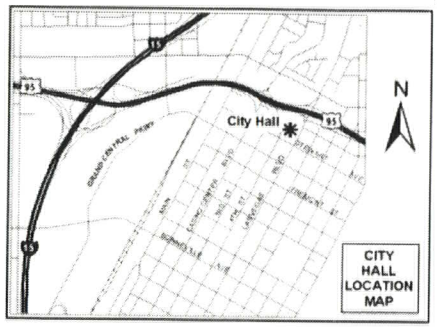
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36093

Planning Commission Meeting of 11/5/2009

Case: ZON-36093

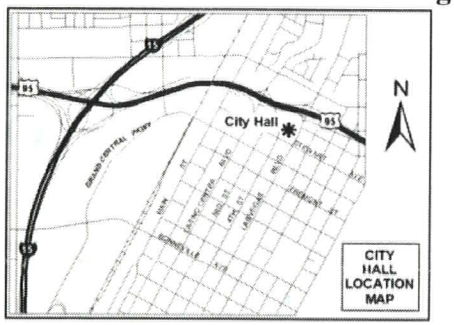
12509312033
GRIFFITH DELL
8325 GLISTENING RUSH ST
LAS VEGAS NV 89131-1430

HAVDS11 89131

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-36093

Planning Commission Meeting of 11/5/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIPCODE 89101

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Case: ZON-36093

12509816041
MARCUSIU KRYSTAL K
8157 HODGSON MILL CT
LAS VEGAS NV 89131-1458

HAVOS11 89131

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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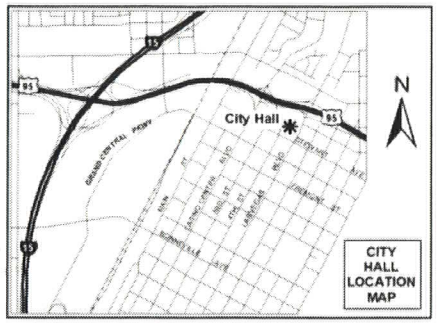

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36093

Planning Commission Meeting of 11/5/2009

Case: ZON-36093
12504214016
BREITEN LAWRENCE D & DAMA
8138 MAKING MEMORIES PL
LAS VEGAS NV 89131-1545

HAVOS11 89131

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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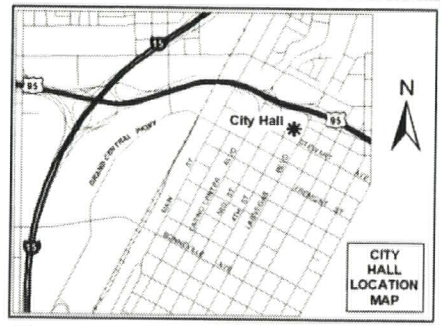

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Please use available blank space on card for your comments.

ZON-36093

Planning Commission Meeting of 11/5/2009

Case: ZON-36093

12504612006
VANDERHOOF CLIFFORD J & OLGA M
10303 SLOPE RIDGE ST
LAS VEGAS NV 89131-1558

HAVDS11 89131

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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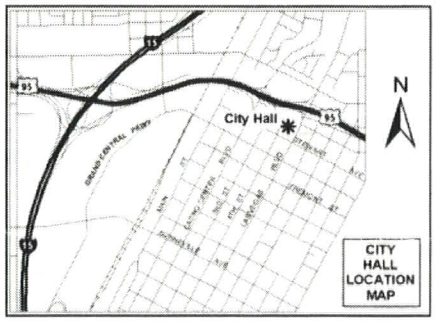

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-36093

Planning Commission Meeting of 11/5/2009

Case: ZON-36093
12510118001
SAXON WILLIAM HOWARD & LYDIA
1637 W CRIS AVE
ANAHEIM CA 92802-2417

HAVDS11 92802

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

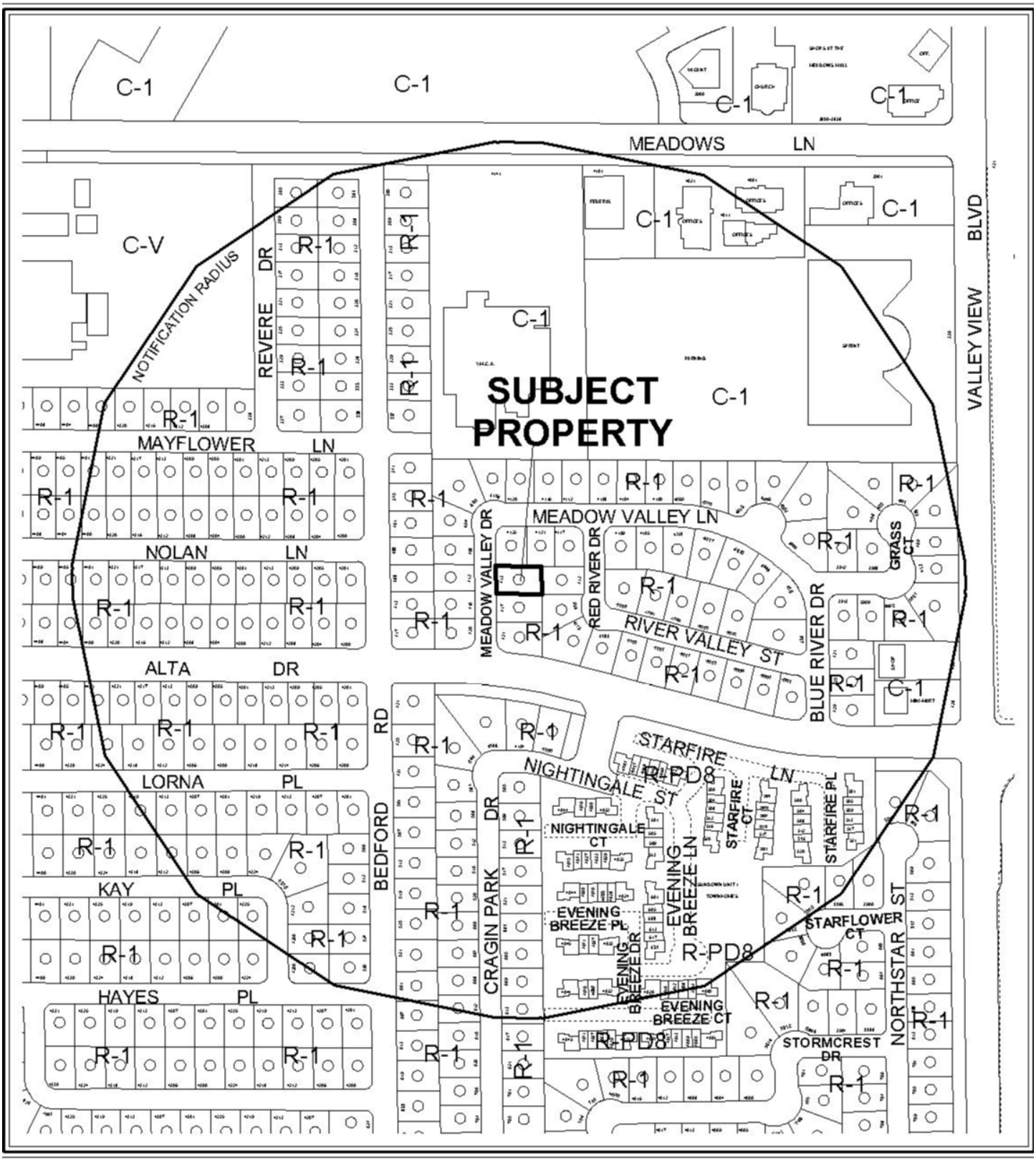
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-36543 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: STEVEN KERN - Request for a Variance TO ALLOW A REAR YARD SETBACK OF 11 FEET WHERE 15 FEET IS REQUIRED FOR AN EXISTING 392 SQUARE-FOOT ADDITION on 0.16 acres at 413 Meadow Valley Drive (APN 139-31-610-037), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**24**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the December 17, 2009 Planning Commission Meeting Item 13



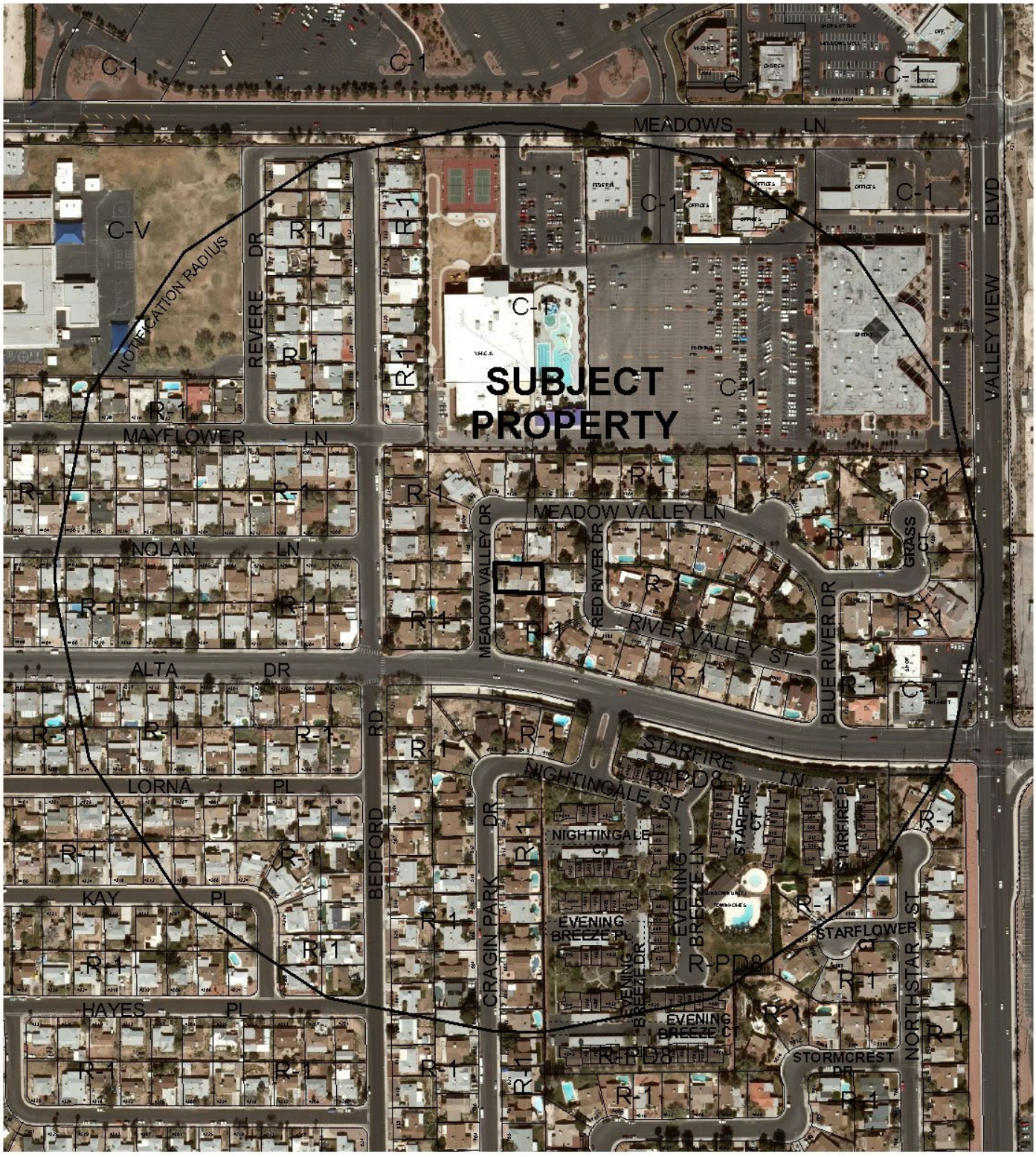
0 300 600 Feet

CASE: **VAR-36543**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: **VAR-36543**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-36543 - APPLICANT/OWNER: STEVEN KERN

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow an 11-foot rear yard setback, where a 15-foot setback is required for an existing addition to a single family residence at 413 Meadows Valley Drive. The addition located at the rear of the residence was constructed without obtaining permits, resulting in a room addition that encroaches four feet into the required 15-foot rear yard setback of the property. Since the existing addition to the principle dwelling was constructed before consulting Title 19 standards and without building permits, it has been determined that the request is a result of a self-imposed hardship. Staff recommends denial of this Variance request; if denied, the addition will have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
03/25/09	A deed was recorded for change of ownership.
09/16/09	A Code Enforcement case (#81925) was processed for construction going on at 413 Meadow Valley. The case was closed by Code Enforcement on 09/17/09.
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #13/ao).
Related Building Permits/Business Licenses	
05/19/75	The existing single-family residence was constructed at 413 Meadow Valley Drive.
Pre-Application Meeting	
10/14/09	A pre-application meeting with the applicant was held where the elements of submitting a Variance were discussed. • The submittal of the application materials and documents. • The meeting dates and deadlines were also discussed.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
11/12/09	A well maintained residence was observed.

Details of Application Request	
Site Area	
Gross Acres	.16

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residence)
North	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residence)
South	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residence)
East	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residence)
West	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residence)

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 (140 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500	6,500	Y
Min. Lot Width	65 Feet	65 Feet	Y
Min. Setbacks • Front • Side • Side • Rear	 20 Feet 5 Feet 5 Feet 15 Feet	 25 Feet 7 Feet 8 Feet 11 Feet	 Y Y Y N
Max. Lot Coverage	N/A	27%	Y
Max. Building Height	2 Stories or 35 Feet, whichever is less	10 Feet	N

ANALYSIS

The applicant has constructed a room addition at the rear of the existing residence that encroaches approximately four feet into the required 15-foot rear yard setback of the property. The structure is 14 feet wide by 28 feet long, 392 square feet in area, and is completely enclosed with interior access provided to the rest of the dwelling. The applicant has indicated that the grooved exterior wood surface of the addition will be removed and replaced with stucco to match the main dwelling.

Research of the building permit activity found that the applicant had not obtained permits via Building and Safety for the addition that was built within the required setback. The structure is therefore not in conformance with Title 19.08. The applicant has created a self-imposed hardship by building within the required setback area and staff is recommending denial of this request for a Variance.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:
"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by building within the required setback without obtaining the required building permits. An addition meeting the required rear yard setback would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

There was one speaker in support of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 321 by City Clerk

APPROVALS 20

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 413 Meadow Valley Drive

Project Name Kern Residence Addition **Proposed Use** Residential

Assessor's Parcel #(s) 139-31-610-037 **Ward #** 1

General Plan: existing L proposed _ **Zoning:** existing R-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Previously built non-permitted addition exists.

PROPERTY OWNER Steven K Kern **Contact** Steven K Kern

Address 6159 O'Bannon Dr. **Phone:** (702) 860-5690 **Fax:** _____

City Las Vegas **State** Nv **Zip** 89146

E-mail Address _____

APPLICANT Same **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Jeff Grover Design **Contact** Jeff Grover

Address 7155 Polaris Avenue **Phone:** (702) 361-7576 **Fax:** (702) 361-2200

City Las Vegas **State** NV **Zip** 89118

E-mail Address jgrover@jeffgroverdesign.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steven Kelly Kern

Subscribed and sworn before me

This 26th day of October, 20 09.

Chita C. Ugale

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CHITA C. UGALE
No: 03-82370-1
My Appointment Expires May 20, 2011

FOR DEPARTMENT USE ONLY

Case #	VAR 36543
Meeting Date:	12.17.09
Total Fee:	$830.-
Date Received:*	11.2.09
Received By:	JFA

*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: **VAR-36543** APN: 139-31-610-037

Name of Property Owner: Steven K Kern

Name of Applicant: Steven K Kern

Name of Representative: Jeff Grover Design/Jeff Grover

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 Kelly Kern

Print Name: Steven Kelly Kern

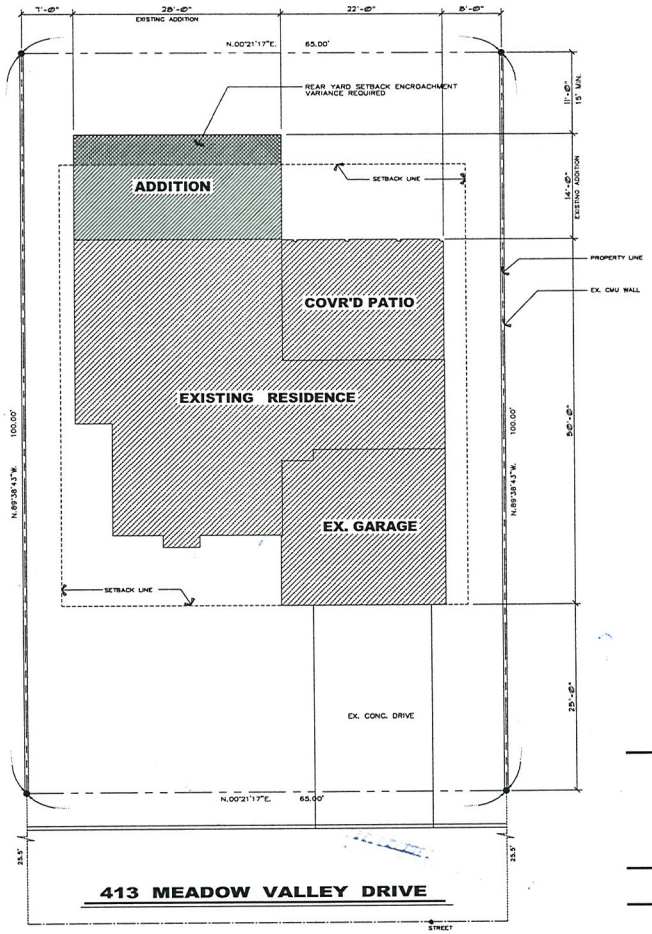
Subscribed and sworn before me

This 26th day of October, 2009

Chita C. Ugale

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CHITA C. UGALE
No: 03-82370-1
My Appointment Expires May 20, 2011



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NORTH

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

LOT 49, BLOCK 3
VALLEY WEST UNIT #2
BOOK 16, PAGE 68 OF PLATS
CLARK COUNTY, NEVADA

APN 139-31-610-037

SITE PLAN

VAR-36543
12/17/09 PC

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DATE	DESCRIPTION

JEFF GROVER DESIGN
Residential Designer
RESIDENTIAL DESIGN AND PLANNING
7155 So. Polaris Avenue Las Vegas, Nevada 89118 702-361-7876
www.jeffgroverdesign.com fax 702-361-2200

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PROJECT NAME
Addition to Residence
Kelly Kern
413 Meadow Valley Lane
Las Vegas, Nevada 89107

DRAWN BY	JG
CHECKED BY	JG
DATE	10/30/09
JOB NUMBER	093905

SHEET NAME
SITE PLAN
SHEET NUMBER
A1.01

1 REMOVE AND REPLACE ALL KITCHEN CABINETRY, COUNTERTOP AND APPLIANCES
2 REMOVE EXISTING DOOR AND JAMB. FRAME IN OPENING AND FINISH TO MATCH.
3 PROVIDE NEW OPENING AND DOOR AS INDICATED.
4 PROVIDE NEW OPENING AND DOOR AS INDICATED. SEE STR. DRUGS.
5 REMOVE AND REPLACE CABINETRY, COUNTERTOP, BATH FIXTURES AND HARDWARE.
6 NEW WOOD FRAME/GYP. BOARD WALL PER PLAN

DOOR SCHEDULE

NO.	WIDTH	HEIGHT	THK.	MTRL.	REMARKS
1	2'-6"	6'-8"	1-3/4"	METAL	WOOD FRAME INSWING FRENCH DOOR w/ SINGLE LITE, DUAL GLAZE, LOW-E TEMP. GLASS
2	6'-0"	6'-8"	1-3/4"	METAL	TRIPLE UNIT WOOD FRAME INSWING FRENCH w/ SINGLE LITE, DUAL GLAZE, LOW-E TEMP. GLASS
3	2'-8"		1-3/8"	H'BD	6-PANEL SOLID CORE - 20 MIN. RATED SELF CLOSING DEVICE
4	1'-8"	6'-8"	1-3/8"	H'BD	HOLLOW CORE 6-PANEL - INTERIOR
5	2'-4"	6'-8"	1-3/8"	H'BD	HOLLOW CORE 6-PANEL - INTERIOR
6	2'-6"	6'-8"	1-3/8"	H'BD	HOLLOW CORE 6-PANEL - INTERIOR
7	2'-0"	6'-8"	1-3/8"	H'BD	HOLLOW CORE 6-PANEL - INTERIOR POCKET FRAME
8	2'-0"	6'-8"	1-3/8"	H'BD	HOLLOW CORE 2-PANEL - INTERIOR BI-FOLD
9	4'-0"	6'-8"	1-3/8"	H'BD	HOLLOW CORE 2-PANEL - INTERIOR BI-FOLD

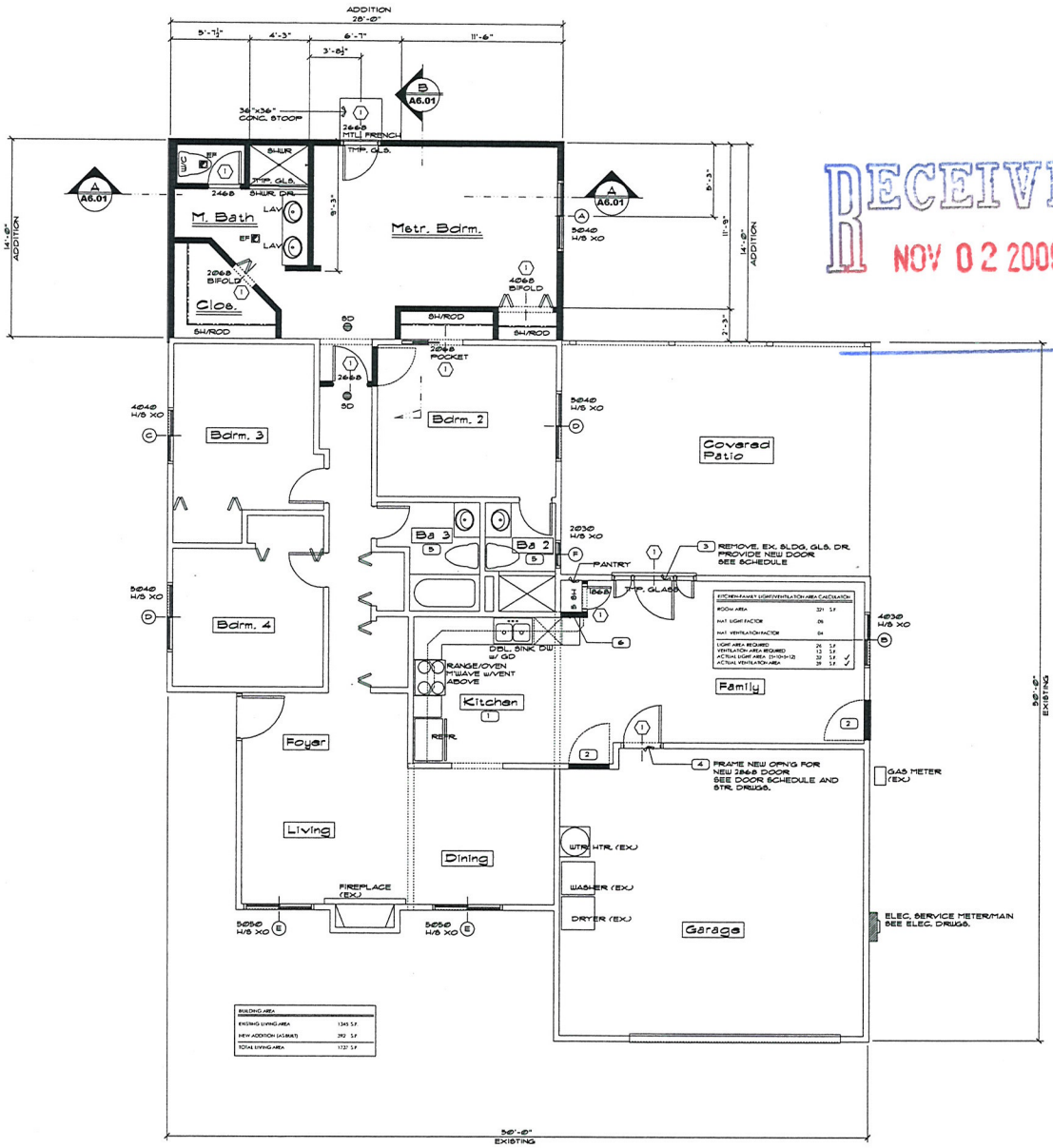
DOOR NOTES:
1. PROVIDE WEATHERSTRIP AND THRESHOLD AT DOOR NOS. 1 THRU 3.
VERIFY MATERIAL AND COLOR WITH OWNER PRIOR TO ORDERING.
2. DOOR HARDWARE TO BE AS SPECIFIED BY OWNER. PROVIDE DEADBOLT TO MATCH AT ALL EXTERIOR ENTRY DOORS.
3. DOOR CASING, JAMBS AND BASEBOARD TO BE PAINT GRADE. CASING AND BASEBOARD STYLE AS SPECIFIED BY OWNER.
SEE FLOOR PLAN AND FRAMING PLAN FOR WALL THICKNESS INFORMATION.
4. VERIFY WALL THICKNESS CONDITIONS IN FIELD PRIOR TO FABRICATING DOOR FRAMES.

WINDOW SCHEDULE

MARK	WIDTH	HEIGHT	TYPE	REMARKS
A	5'-0"	4'-0"	H5	XO
B	4'-0"	3'-0"	H5	XO
C	4'-0"	4'-0"	H5	XO
D	5'-0"	4'-0"	H5	XO
E	5'-0"	5'-0"	H5	XO
F	2'-0"	3'-0"	H5	XO - OBSCURE GLASS
G	48"	-	BYPASS	TEMPERED GLASS - SHWR ENCLOSURE

WINDOW TYPES:
H5 HORIZONTAL SLIDING

WINDOW NOTES:
1. WINDOWS "A" THRU "F" TO BE VINYL FRAME INSULATING w/ LOW-E GLAZING. SEE IECC SYNOPSIS FOR MAXIMUM "U" AND "SHGC" VALUES.
2. WINDOWS AND GLAZING IN DOORS SHALL COMPLY WITH IRC CHAPTER 3.
3. VERIFY MIRROR REQUIREMENTS WITH OWNER PRIOR TO ORDERING.
4. VERIFY ALL ROUGH OPENING SIZES WITH WINDOW MANUFACTURER.



FLOOR PLAN

SCALE: 1/4" = 1'-0"

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VAR-36543
12/17/09 PC

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702-361-7816
fax 702-361-2260
www.jeffgrovердesign.com

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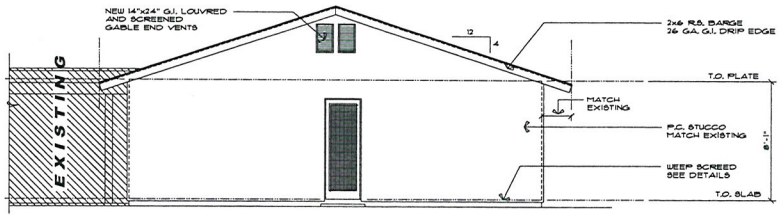
PROJECT NAME
Addition to Residence
Kelly Kern
413 Meadow Valley Lane
Las Vegas, Nevada 89107

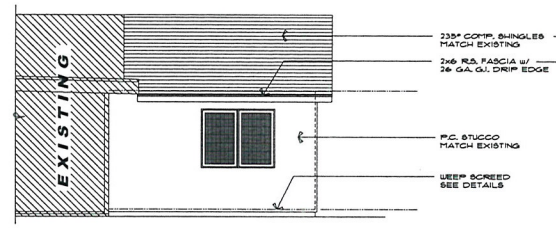
DRAWN BY JG
CHECKED BY JG
DATE 12/30/09
JOB NUMBER 083905

SHEET NAME
FLOOR PLAN SCHEDULES
SHEET NUMBER
A3.01



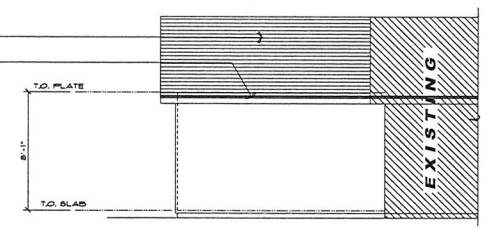
REAR ELEVATION

SCALE: 1/4" = 1'-0"



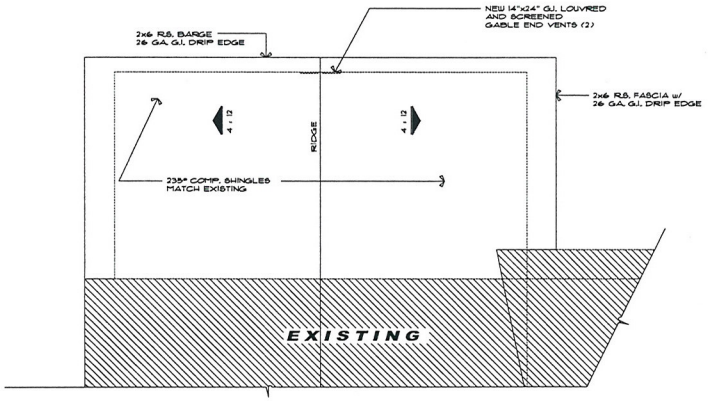
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



ROOF PLAN

SCALE: 1/4" = 1'-0"

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NOV 02 2009

VAR-36543
12/17/09 PC

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DATE	DESCRIPTION

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PROJECT NAME

Addition to Residence
Kelly Kern
413 Meadow Valley Lane
Las Vegas, Nevada 89107

DRAWN BY	JG
CHECKED BY	JG
DATE	10/30/09
JOB NUMBER	093905

SHEET NAME
ELEVATIONS
ROOF PLAN

SHEET NUMBER
A4.01

VAR-36543 - APPLICANT/OWNER: STEVEN KERN
413 MEADOW VALLEY DRIVE
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

Justification Letter

October 26, 2009

Re: Addition to Residence
Steven K. Kern
413 Meadow Valley Drive
Las Vegas, Nv 89107

APN 139-31-610-037

An addition to the existing residence was constructed by a previous owner without permits. Upon site observation of the existing conditions, it was determined that the addition encroaches into the rear-yard setback.

A Variance is requested to allow an 11' rear yard setback to the existing addition where 15' is the minimum (27% reduction). The rear-yard encroachment consists of an area 28' wide and 4' in depth.

The existing main structure consists of a stucco exterior with composition shingle roofing. The addition was constructed with a grooved exterior wood (T-1-11) siding material. The siding material is to be removed and replaced with new stucco and paint to match the main structure. All other features of the addition match the existing residence.

With the exception of the setback encroachment, the existing and/or proposed design complies with all R-1 zoning regulations.

Steven K. Kern

Steven K. Kern

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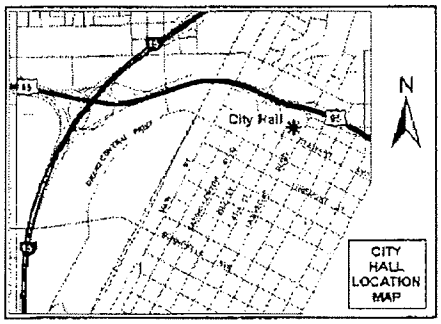
VAR-36543
12/17/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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CITY CLERK
2010 JAN 11 A 9:31

If you wish to 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-36543
City Council Meeting of 1/20/2010

ROUSH RICHARD L & JEAN L
4100 NIGHTINGALE ST
LAS VEGAS NV 89107-4305

APN#13931710002

KAVOS11 89107

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

Neighborhood Review Survey

Re: Addition to Residence-Variance Request
Steven K. Kern
413 Meadow Valley Drive
Las Vegas, Nv 89107

APN 139-31-610-037

RECEIVED
NOV 02 2009

The variance justification letter and plans for the proposed Variance Request have been presented to me for review. I have no opposition to the request.

Signature	Print Name and Address
William Schake	William Schake 400 Meadow Valley Dr. LV NV
Robert C Akey	ROBERT C AKEY 404 E MEADOW VALLEY DR.
Deborah Cook	Deborah Cook 4116 Meadow Valley Ln
Kathryn Valenti	412 Meadow Valley Dr Kay Valenti
[illegible]	408 Meadow Valley Drive
[illegible]	420 Meadow Valley Ln Brett Bizva

Neighborhood Review Survey

Re: Addition to Residence-Variance Request
Steven K. Kern
413 Meadow Valley Drive
Las Vegas, Nv 89107

APN 139-31-610-037

RECEIVED
NOV 02 2009

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Signature	Print Name and Address
	MARIBAH BUSHOR 4101 MEADOW VALLEY LN
	Stephen Palecek 4017 meadow valley Lane
	CAROLE FERGUSON 4100 Meadow Valley Ln.
Willie O Crayton	WILLIE CRAYTON 4220 MEADOW V. LN
Simone T Mendez	SIMONE T. MENDEZ 420 MEADOW VALLEY DR L.V.
	TONY & DIANE DECKER 421 Meadow Valley DR

Neighborhood Review Survey

Re: Addition to Residence-Variance Request
Steven K. Kern
413 Meadow Valley Drive
Las Vegas, Nv 89107

APN 139-31-610-037

RECEIVED
NOV 02 2009

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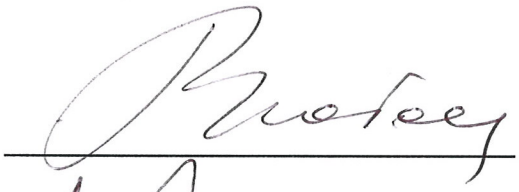
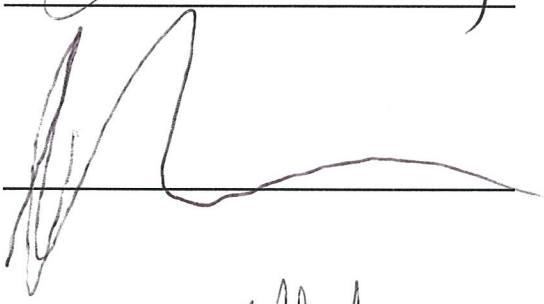
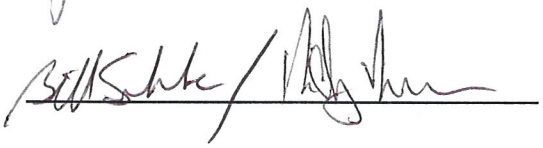
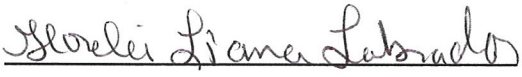
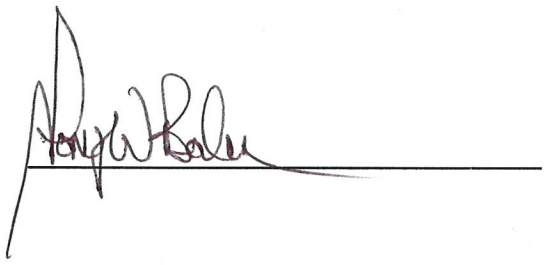
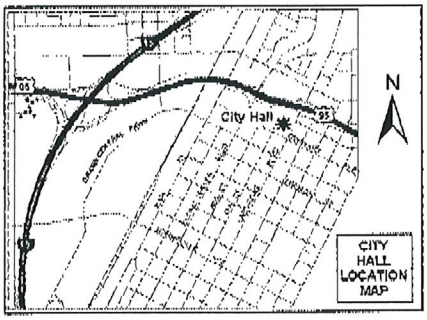
Signature	Print Name and Address
	DAIZY C MORSE 4121 Meadow Valley LN.
	BIALAS EUGENIUSZ 4116 MEADOW VALLEY DR
	Victor Ardana 416 Red River Dr ~~417 MEADOW VALLEY DR~~
	417 MEADOW VALLEY DR Bill Schake / Kelly Kern
	Glorelei Liana Labrador 4109 meadow Valley Lane
	TONY W. BALEN 4105 MEADOW VALLEY LN

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 DEC 04 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

Please use available blank space on card for your comments.

VAR-36543

Planning Commission Meeting of 12/17/2009

Case: VAR-36543
13931610057
BUSHELL DONALD L LIVING TRUST
4101 MEADOW VALLEY LN
LAS VEGAS NV 89107-4334

JAVD511 89107

RECEIVED
DEC - 8 2009

13A

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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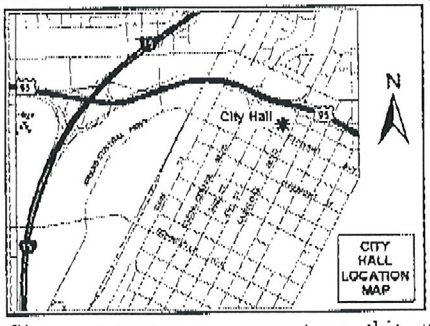

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36543
Planning Commission Meeting of 12/17/2009

Case: VAR-36543
13931610001
ALEXANDER FREDERICK H
429 BLUE RIVER DR
LAS VEGAS NV 89107-4303

JAVDSII 49107

RECEIVED
DEC - 8 2009

13 A

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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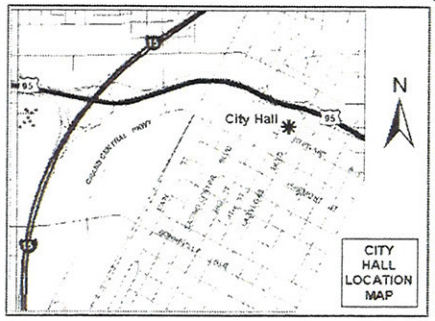
Official Notice of Public Hearing



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VAR-36543

Planning Commission Meeting of 12/17/2009

RECEIVED
DEC 11 2009

Case: VAR-36543
13931610032
VALENTI KATHRYN E TRUST
412 MEADOW VALLEY DR
LAS VEGAS NV 89107-4339

JAVDF11 89107

Submitted after final agenda
Date 12-17-09PC Item 13A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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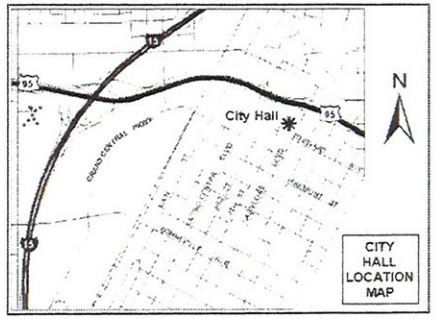
Official Notice of Public Hearing



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VAR-36543

Planning Commission Meeting of 12/17/2009

RECEIVED
DEC 11 2009

Case: VAR-36543

13931610030
AKEY ROBERT C
404 MEADOW VALLEY DR
LAS VEGAS NV 89107-4339

Submitted after final agenda
Date 12/17/09PC
Item 13A

JAVOS11 89107

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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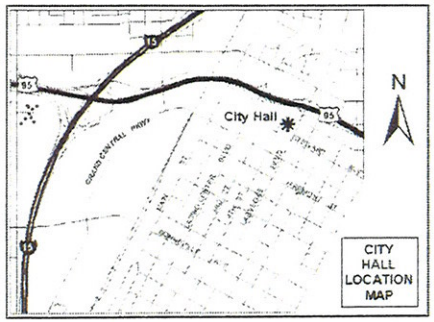

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-36543

Planning Commission Meeting of 12/17/2009

Case: VAR-36543
13931610029
SCHAKE WILLIAM
400 MEADOW VALLEY DR
LAS VEGAS NV 89107-4339

Submitted after final agenda
Date 12-17-09PC Item 13A

JAVD511 89107

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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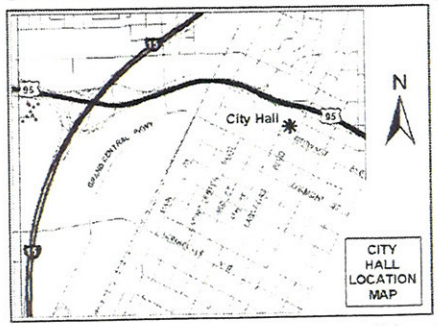

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-36543
Planning Commission Meeting of 12/17/2009

RECEIVED
DEC 11 2009

Case: VAR-36543
13931610026
COOK GERALD P JR & DEBORAH L
4116 MEADOW VALLEY LN
LAS VEGAS NV 89107-4335

JAVDS11 89107

Submitted after final agenda
Date 12-17-09 PC
Item 12A

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

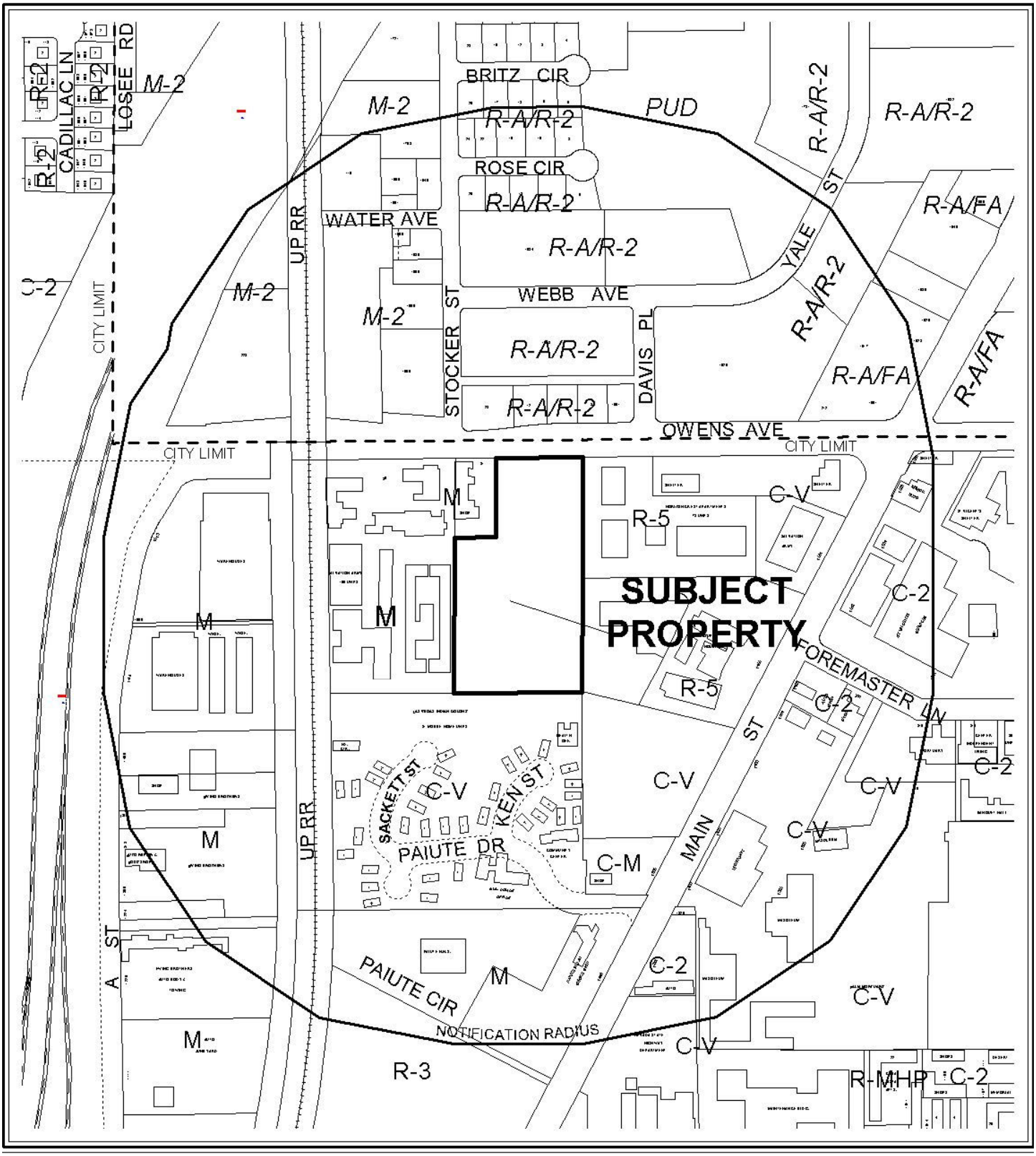
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-36577 - VARIANCE RELATED TO SDR-36576 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 170 PARKING SPACES WHERE 228 ARE REQUIRED on 4.86 acres on the south side of Owens Avenue, approximately 850 feet west of Main Street (APN 139-27-502-003), R-5 (Apartment) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



0 300 600 Feet

CASE: **VAR-36577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-5 (APARTMENT)

N

0 300 600 Feet

CASE: **VAR-36577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-5 (APARTMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-36577 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: THE CITY OF LAS VEGAS

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Rezoning (ZON-24442) and Site Development Plan Review (SDR-28121), except as amended herein.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-36576) shall be required, if approved.

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.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow 170 parking spaces where 228 are required for a proposed 144-unit, three story multi-family residential developments at 15 West Owens Avenue. This represents a 25% deviation from standard. Staff cannot support the 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, an associated request for Site Development Plan Review (SDR-36576) must also be denied, and the site must comply with the previously approved Site Development Plan Review (SDR-28121).

ISSUES

- Approval of this request is necessary for the approval of a companion Site Development Plan Review (SDR-36576) for a proposed 144-unit, three story multi-family residential development.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/27/07	City Council approved a request to Amend a portion of the Southeast Sector Plan of the General Plan (GPA-24441) from M (Medium Density Residential) to H (High Density Residential) and a Rezoning (ZON-24442) from R-MHP (Residential Mobile/Manufactured Home Park) to R-5 (Apartment) on 4.86 acres on the south side of Owens Avenue, approximately 840 feet west of Main Street.
08/20/08	City Council approved a Site Development Plan Review (SDR-28121) for a 150-Unit Multi-Family residential development on 4.86 acres on the south side of Owens Avenue, approximately 850 feet west of Main Street. Planning Commission and staff recommended approval.
12/17/09	The Planning Commission recommended approval of companion item SDR-36576 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #14/gk).
Related Building Permits/Business Licenses	
There are no building licenses or permits that pertain to this site.	
Pre-Application Meeting	
10/21/09	The Planning & Development Department met with the applicant and reviewed the requirements for a Major Amendment to a Site Development Plan Review and Variance.

Details of Application Request	
Site Area	
Net Acres	4.86

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	H (High Density Residential)	R-5 (Apartments)
North	Offices	Downtown Business Area - North Las Vegas	R-2 (Two Family) – North Las Vegas
South	Las Vegas Indian Colony (Mobile Home Units)	ML (Medium Low Residential)	C-V (Civic)
East	Apartments	H (High Density Residential)	C-V (Civic)
West	Rescue Mission	M (Medium Density Residential)	M (Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown North Land Use Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 75 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Multi-Family	One-Bedroom Unit – 96	1.25 Space / Unit	120				

	Two Bedroom Unit – 48	1.75 Space / Unit	84				
Guest	144 Units	1 Space / 6 Units	24				
SubTotal			221	7	161	9	N
TOTAL			228		170		N

ANALYSIS

A total of 228 parking spaces are required per Title 19.10 Parking Standards for the proposed development. The site plan depicts 170 parking spaces, including nine handicap spaces, which is a 25% deviation from standard. The parking provided on this site is inadequate to meet the needs of the proposed development. Alternative site design or a project of smaller scope would alleviate the need for this Variance; therefore, staff is recommending denial of the request, as the applicant has created a self-imposed hardship by proposing to overbuild the site.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:
"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship. Alternative design of the site with a reduced building footprint or a reduced number of apartment units would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 58 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance - Parking

Project Address (Location) 15 W. Owens Avenue Las Vegas, NV 89106

Project Name Sky View Family Apartments **Proposed Use** Apartments

Assessor's Parcel #(s) 139-27-502-003 **Ward #**

General Plan: existing proposed **Zoning:** existing R-5 proposed R-5

Commercial Square Footage N/A **Floor Area Ratio**

Gross Acres 4.816 **Lots/Units** 144 **Density** 29.63

Additional Information Affordable Apartments for low-income individuals

PROPERTY OWNER City of Las Vegas **Contact** Robin Yoakum

Address 8400 Stewart Ave **Phone:** 229-1022 **Fax:**

City Las Vegas **State** NV **Zip** 89129

E-mail Address

APPLICANT Nevada H.A.N.D., Inc. **Contact** Jacque Haas

Address 295 E. Warm Springs Rd, #101 **Phone:** 739-3345 **Fax:** 739-3305

City Las Vegas **State** NV **Zip** 89119

E-mail Address jhaas@nevadahand.org

REPRESENTATIVE Nevada H.A.N.D., Inc. **Contact** Jacque Haas

Address 295 E. Warm Springs Rd, #101 **Phone:** 739-3345 **Fax:** 739-3305

City Las Vegas **State** NV **Zip** 89119

E-mail Address jhaas@nevadahand.org

Property Owner Signature* Robin Yoakum

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robin Yoakum

Subscribed and sworn before me Christina Strong

This 12th day of November, 2009.

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

FOR DEPARTMENT USE ONLY

Case # VAR-36577
Meeting Date: 12.17.09
Total Fee:
Date Received:* 11/17/09
Received By:

*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: **VAR-36577** APN: 139-27-502-003

Name of Property Owner: _____

Name of Applicant: Nevada H.A.N.D., Inc.

Name of Representative: Jacque Haas

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Christina Strong

This 12th day of November, 2009

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

SITE INFORMATION

ZONING - City of Las Vegas

APN#		139-27-502-003
ZONING:	Apartment Residential District (R-5)	
AREA	(Approximate) Gross	4.90 acres

BUILDINGS

Buildings	5 Multi-Family & 1 Rec. Center
Units	144

HEIGHT

Maximum Allowed:		35'-0"
Provided:	Sloped Roof	32'-0 3/4" Avg.
	Parapet	35'-0"

DENSITY: 29.38 Units/Acre

TYPE - A DWELLING UNITS

Required	(5% of 144)	8
Provided:		8

SETBACKS:

Front	10'
Rear	20'
Side	5'
Bldg - Bldg	10' MIN

REQUIRED OPEN SPACE:
144 units x 100 s.f. = 0.33 acres

PARKING REQUIREMENTS

On Site Parking:		
1-Bedrooms	96x1.25	= 120
2-Bedrooms	48x1.75	= 84
Guest Parking:	1 per 6 units	= 24
TOTALS		228

PARKING PROVIDED:

Uncovered Parking	26
Covered Parking	144
TOTALS	170 (VARIANCE REQ.)

PARKING RATIO: 1.58/ unit

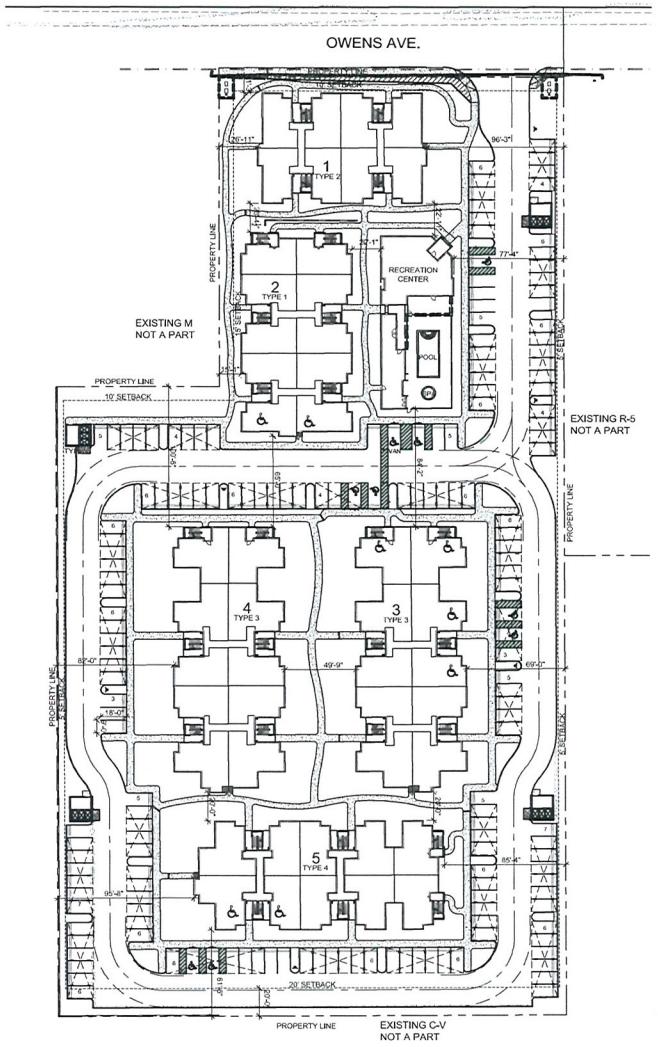
H.C. Parking Required (1 per Type A Unit + Rec Center)	9
Provided(STD Acc.)	8
Provided (Van Acc.)	1
Total H.C. Parking Provided	9

OPEN SPACE PROVIDED: .92 acres
Lot Coverage: 18.7% of Gross

UNIT MATRIX

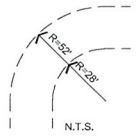
BLDG. #	BLDG TYPE	1 BD RM			2 BD RM			TOTAL
		Type A	Type B	Type C	Type A	Type B	Type C	
1	1	1	8	16	0	0	0	24
2	2	2	8	20	0	0	0	30
3	3	1	3	8	3	3	12	30
4	3	0	4	8	0	6	12	30
5	4	1	5	12	1	3	8	30
TOTAL-5 BUILDINGS		4	28	64	4	12	32	144
		96			48			

REQUIRED ANSI TYPE A UNITS:
144 units x 5% = 8 units

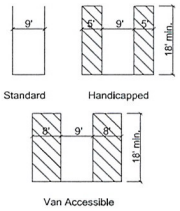


LEGEND:

TYPE A = TYPE A DWELLING UNIT LOCATION
= PROPERTY LINE
= SETBACK LINE
= COVERED PARKING



Typical Fire Turning Radius



Typical Parking Spaces

RECEIVED
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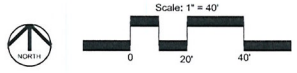


Conceptual Site Plan

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Project No. 908024 November 3rd, 2009

Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
12/17/09 PC

VAR-36577 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 850 FEET WEST OF MAIN STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

VAR-36577 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 850 FEET WEST OF MAIN STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

VAR-36577 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 850 FEET WEST OF MAIN STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

Project Number: 818-017-082

LARRY R. NELSON, P.E.
President

November 3, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

- STRUCTURAL
- CIVIL
- SURVEY
- PLANNING

Re: Justification letter for SKYVIEW PINES
Apn# 139-27-502-003
Approx. 4.86+/- acres

Dear Staff:

On behalf of our client, Nevada Hand Inc., we are pleased to provide this justification letter to provide information on a parking reduction Variance request being submitted for consideration on the above referenced project.

We are requesting to develop approximately 4.86 acres of property located on the south side of Owens Avenue and west of North Main Street. This development will consist of 144 affordable family apartment units with a density of 29.38 units per acre. We are requesting a parking reduction of 64 spaces (approx. a 28% reduction) we are requesting this due to the odd shape and excessive topography of the parcel.

We feel that the development we are proposing is compatible with the surrounding area and will be an enhancement to the neighborhood. With this in mind, we would respectfully request staff's recommendation of approval and support for this Variance. If you have any questions or concerns, please contact this office at your convenience.

Sincerely,
L. R. NELSON CONSULTING ENGINEERS, INC.

Mark Bangan
Planning Manager

NEVADA

L. R. NELSON
CONSULTING ENGINEERS, INC.
6765 West Russell Road, Suite 200
Las Vegas, NV 89118-1811

Phone 702 / 798-7978
FAX 702 / 451-2296
Email lrnelson@lrneng.com

UTAH

L. R. NELSON
CONSULTING ENGINEERS, L.L.C.
51 West 9000 South
Sandy, UT 84070-2008

Phone 801 / 565-8580
FAX 801 / 565-9340
Email lrnengineers@lrnslc.com

RECEIVED
NOV 03 2009

VAR-36577
12/17/09 PC
VAR - just letter.doc

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-36576 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-36577 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS - Request for a Major Amendment to an approved Site Development Plan Review (SDR-28121) FOR SITE MODIFICATIONS FOR A PREVIOUSLY APPROVED MAXIMUM 150-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 4.86 acres on the south side of Owens Avenue, approximately 850 feet west of Main Street (APN 139-27-502-003), R-5 (Apartment) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

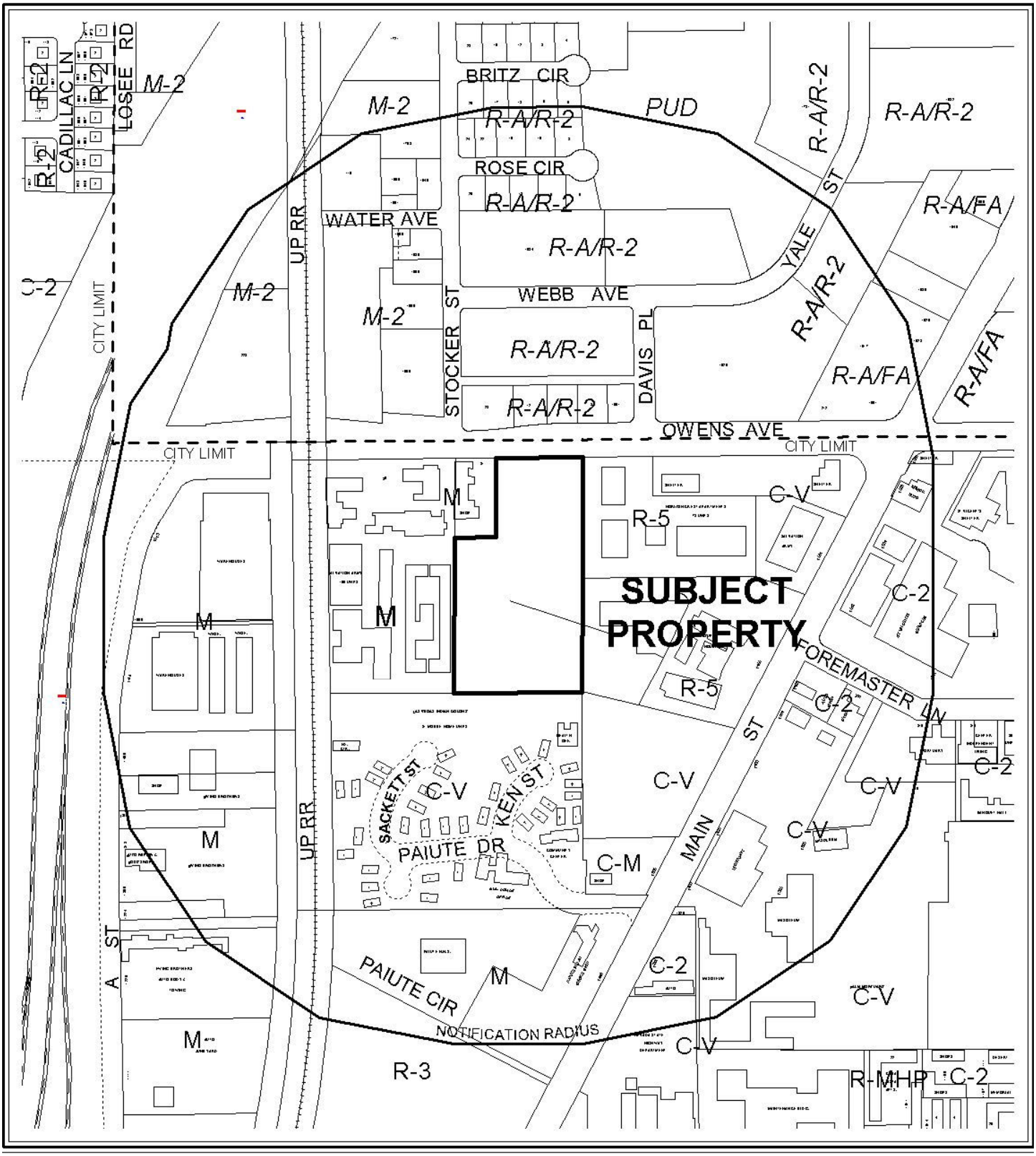
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



0 300 600 Feet

CASE: **SDR-36576**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-5 (APARTMENT)

N

0 300 600 Feet

CASE: **SDR-36576**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-5 (APARTMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-36576 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: THE CITY OF LAS VEGAS

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Rezoning (ZON-24442) and Site Development Plan Review (SDR-28121), except as amended herein.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-36577) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, landscape plan, floor plan, and building elevations date stamped 11/03/09, except as amended by conditions herein.

5. An Exception from Title 19.12.040 is hereby approved, to allow 37 trees within the perimeter landscape buffers where 103 trees are required; however, the plans shall be amended so that the entire site accommodates the 103 trees.

6. A revised landscape plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect 24-inch box trees along the north perimeter landscape buffer.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing public improvements adjacent to this site damaged during construction shall be repaired at the applicant's expense to the satisfaction of the City of Las Vegas Department of Public Works.

14. Site Visibility Restriction Zones (S.V.R.Z.) adjacent to public streets shall be indicated on civil improvement plans, not on Final Maps, and shall include the following note: "No walls, fences, trees, shrubs, utility appurtenances or any other object, other than traffic control devices and street light poles, may be constructed or installed within the Sight Visibility Restriction Zone (S.V.R.Z.) unless said object is maintained at less than 24 inches in height measured from adjacent top of curb, or where no curb exists, a height of 27 inches measured from the top of adjacent asphalt, gravel, or pavement street surface". Area shall be labeled as "Privately Maintained".

15. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of an undeveloped 4.86 acre lot at 15 West Owens Avenue. This is a request for a Major Amendment to an approved Site Development Plan Review (SDR-28121) for a proposed 144-unit, three story multi-family residential development where a 150-unit, three story multi-family residential development was previously approved. As proposed, the development will decrease to 144 units, with a subsequent reduction in required parking and site design. The applicant is requesting, as part of this review, an Exception of the Title 19 Landscape Standards. If this application is denied, site development must comply with the previously approved Site Development Plan Review (SDR-28121).

ISSUES

- Approval of a companion Variance (VAR-36577) to allow 170 parking spaces where 228 are required is necessary for this request to be approved.
- The applicant is requesting an Exception to allow 37 trees within the perimeter landscape buffers where 103 trees are required.
- A revised landscape plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect 24-inch box trees along the north perimeter landscape buffer.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/27/07	City Council approved a request to Amend a portion of the Southeast Sector Plan of the General Plan (GPA-24441) from M (Medium Density Residential) to H (High Density Residential) and a Rezoning (ZON-24442) from R-MHP (Residential Mobile/Manufactured Home Park) to R-5 (Apartment) on 4.86 acres on the south side of Owens Avenue, approximately 840 feet west of Main Street.
08/20/08	City Council approved a Site Development Plan Review (SDR-28121) for a 150-Unit Multi-Family residential development on 4.86 acres on the south side of Owens Avenue, approximately 850 feet west of Main Street. Planning Commission and staff recommended approval.
12/17/09	The Planning Commission recommended approval of companion item VAR-36577 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #15/gk).
Related Building Permits/Business Licenses	
There are no building licenses or permits that pertain to this site.	

Pre-Application Meeting	
10/21/09	The Planning & Development Department met with the applicant and reviewed the requirements for a Major Amendment to a Site Development Plan Review and Variance.

Details of Application Request	
Site Area	
Net Acres	4.86

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	H (High Density Residential)	R-5 (Apartments)
North	Offices	Downtown Business Area - North Las Vegas	R-2 (Two Family) – North Las Vegas
South	Las Vegas Indian Colony (Mobile Home Units)	ML (Medium Low Residential)	C-V (Civic)
East	Apartments	H (High Density Residential)	C-V (Civic)
West	Rescue Mission	M (Medium Density Residential)	M (Industrial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown North Land Use Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 75 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, the following development standards are proposed:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	7,000 SF	211,702 SF	Y
Min. Lot Width	Unlimited	240 Feet	Y
Min. Setbacks			
• Front	10 Feet	11 Feet	Y
• Side	5 Feet	15 Feet	Y
• Rear	20 Feet	61 Feet	Y
Min. Distance Between Buildings	10 Feet	20 Feet	Y
Max. Building Height	5 stories or 55 feet	3 stories, 35 feet	Y
Trash Enclosure	Screened, enclosed with a Roof or Trellis	Screened, enclosed with a Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.12, the following landscape standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree/ 6 Spaces *(26 Uncovered Parking stalls)*	5 Trees	6 Trees	Y
Buffer: Min. Trees	1 Tree/ 20 Linear Feet	103 Trees	37 Trees	N
TOTAL		108 Trees	43 Trees	N
Min. Zone Width (Adjacent to R.O.W)	10 Feet		15 Feet	Y
Min. Zone Width (Adjacent to Interior)	6 Feet		6 Feet	Y
Wall Height	6 Feet		6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Multi-Family	One-Bedroom Unit – 96	1.25 Space / Unit	120				
	Two Bedroom Unit – 48	1.75 Space / Unit	84				
Guest	144 Units	1 Space / 6 Units	24				
SubTotal			221	7	161	9	N
TOTAL			228		170		N

	Previously Approved (SDR-28121)	**Proposed**
Total Units	150 Units	144 Units
One-Bedroom Units	96 Units	96 Units
Two Bedroom Units	36 Units	48 Units
Three Bedroom Units	18 Units	Zero Units
Parking	Required – 244 spaces Provided – 251 spaces	Required – 228 spaces Provided – 170 spaces
Height	3 stories, 35 Feet	3 stories, 35 Feet
Setbacks	Front - 10 Feet Side – 15 Feet Rear – 72 Feet	Front - 11 Feet Side – 15 Feet Rear – 61 Feet
Min. Distance Between Buildings	10 Feet	20 Feet
Perimeter Buffer Trees	Required – 103 Trees Provided - 70 Trees	Required – 103 Trees Provided - 37 Trees
Parking Lot Trees	Required – 43 Trees Provided – 43 Trees	Required – 5 Trees Provided – 6 Trees
Total Trees	Required - 143 Trees Provided - 184 Trees	Required - 108 Provided - 43

Exceptions		
Requirement	**Request**	**Staff Recommendation**
103 trees are required at 1 per 20 linear feet in the landscape buffer area	37 trees in the landscape buffer area	Denial

ANALYSIS

This request is for a Major Amendment to the original Site Development Plan Review (SDR-28121) that approved a 150-unit, three story multi-family residential developments. As proposed, the development will decrease to 144 units, with a subsequent reduction in required parking and site design.

The site complies with all Title 19 requirements with the exception of required parking and landscaping. The applicant is required to provide a total of 228 parking spaces per Title 19.10 Parking Standards for the proposed development. The site plan depicts 170 parking spaces, including nine handicap spaces, which is a 25% deviation from standard. A companion Variance (VAR-36577) has been submitted to address this issue.

The landscape plan submitted depicts 37 trees within the perimeter landscape buffers where 103 trees are required. The applicant has requested an Exception of this requirement. The proposed trees are spaced fifty-five feet on center where 20 feet on center is required. Although the perimeter landscape buffers are deficient by a total of more than 60 trees, the applicant has attempted to alleviate the deficiency by providing 65 trees interior to the site. A total of 103 trees consisting of 24-inch box Chitalpa and 15-inch box Thornless Texas Honey Mesquite have been proposed throughout the site.

The landscape plan depicts 15-inch box trees along the north perimeter landscape buffer where 24-inch box trees are required. A condition has been added requiring the applicant to submit and obtain approval of a revised landscape plan depicting 24-inch box trees along the north perimeter landscape buffer prior to issuance of building permits.

The overall site is accessed by Owens Avenue, which is designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways. The site provides adequate access and circulation for pedestrians and vehicles. The materials and design of the building exteriors will match through-out the proposed multi-family residential development. Materials used include a complimentary color palette of desert neutrals. The buildings are three stories in height and use balconies and accent trims to accentuate the appearance of the building facades.

The site, as proposed, will not meet the minimum required parking of Title 19.04, and the elimination of required perimeter planting materials will not mitigate the adverse visual and noise impacts to adjacent properties; therefore, staff cannot support the requested Exception, or associated Variance for parking and is recommending denial.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

The site is not compatible with the adjacent social service providers to the west and apartments to the east of the proposal. This proposed development is deficient in required landscaping which will create adverse impacts to the adjacent properties.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The site, as proposed, will not meet the minimum required parking of Title 19.04, and the elimination of required perimeter planting materials will not mitigate the adverse visual and noise impacts to adjacent properties.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site is accessed by Owens Avenue, designated as a 100-Foot Primary Arterial by the Master Plan of Streets and Highways, and will provide adequate access to the site. Site access and circulation will not negatively impact adjacent roadways and neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

The building materials are appropriate for the area and the city. The applicant is requesting an Exception to allow 37 trees within the perimeter landscape buffers where 103 trees are required. The elimination of required perimeter planting materials will not mitigate the adverse visual and noise impacts to adjacent properties.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

The building elevations depict design and materials that will provide an aesthetically acceptable building and are compatible with the neighboring properties.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect health, safety, and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission amended condition #5 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 58 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 15 W. Owens Avenue Las Vegas, NV 89106

Project Name Sky View Family Apartments **Proposed Use** Apartments

Assessor's Parcel #(s) 139-27-502-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing R-5 proposed R-5

Commercial Square Footage N/A **Floor Area Ratio** _____

Gross Acres 4.816 **Lots/Units** 144 **Density** 29.63

Additional Information Affordable Apartments for low-income individuals

PROPERTY OWNER City of Las Vegas **Contact** Robin Yoakum

Address 400 Stewart Ave **Phone:** 229-1022 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT Nevada H.A.N.D., Inc. **Contact** Jacque Haas

Address 295 E. Warm Springs Rd, #101 **Phone:** 739-3345 **Fax:** 739-3305

City Las Vegas **State** NV **Zip** 89119

E-mail Address jhaas@nevadahand.org

REPRESENTATIVE Nevada H.A.N.D., Inc. **Contact** Jacque Haas

Address 295 E. Warm Springs Rd, #101 **Phone:** 739-3345 **Fax:** 739-3305

City Las Vegas **State** NV **Zip** 89119

E-mail Address jhaas@nevadahand.org

Property Owner Signature* Robin Yoakum

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robin Yoakum

Subscribed and sworn before me Christina Strong

This 17th day of November, 2009.

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR-36576
Meeting Date:	12.17.09
Total Fee:	
Date Received:*	11/17/09
Received By:	

*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: **SDR-36576** APN: 139-27-502-003

Name of Property Owner: _____

Name of Applicant: Nevada H.A.N.D., Inc.

Name of Representative: Jacque Haas

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Christina Strong

This 12th day of November, 2009

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1165-1
My appt. exp. Jan. 4, 2011

SITE INFORMATION

ZONING - City of Las Vegas

APN#		139-27-502-003
ZONING:		Apartment Residential District (R-5)
AREA	(Approximate) Gross	4.90 acres

BUILDINGS

Buildings	5 Multi-Family & 1 Rec. Center
Units	144

HEIGHT

Maximum Allowed:		35'-0"
Provided:	Sloped Roof	32'-0 3/4" Avg.
	Parapet	35'-0"

DENSITY: 29.38 Units/Acre

TYPE - A DWELLING UNITS

Required	(5% of 144)	8
Provided:		8

SETBACKS:

Front	10'
Rear	20'
Side	5'
Bldg - Bldg	10' MIN

REQUIRED OPEN SPACE:
144 units x 100 s.f. = 0.33 acres

PARKING REQUIREMENTS

On Site Parking:		
1-Bedrooms	96x1.25	= 120
2-Bedrooms	48x1.75	= 84
Guest Parking:	1 per 6 units	= 24
TOTALS		228

PARKING PROVIDED:

Uncovered Parking	26
Covered Parking	144
TOTALS	170 (VARIANCE REQ.)

PARKING RATIO: 1.58/ unit

H.C. Parking Required (1 per Type A Unit + Rec Center) 9

Provided(STD Acc.)	8
Provided (Van Acc.)	1
Total H.C. Parking Provided	9

OPEN SPACE PROVIDED: .92 acres
Lot Coverage: 18.7% of Gross

UNIT MATRIX

BLDG. #	BLDG TYPE	1 BD RM			2 BD RM			TOTAL
		Type A	Type B	Type C	Type A	Type B	Type C	
1	1	1	8	16	0	0	0	24
2	2	2	8	20	0	0	0	30
3	3	1	3	8	3	3	12	30
4	3	0	4	8	0	6	12	30
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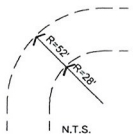
TOTAL-5 BUILDINGS		4	28	64	4	12	32	144
		96			48			

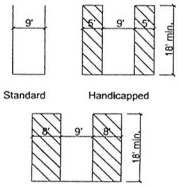
REQUIRED ANSI TYPE A UNITS:
144 units x 5% = 8 units

LEGEND:

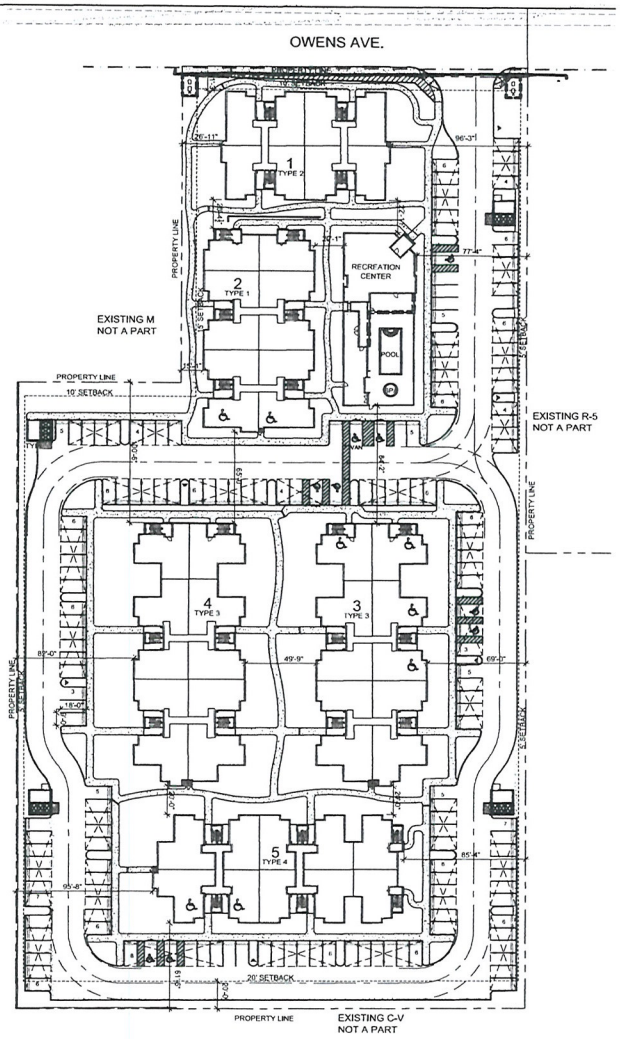
TYPE A = TYPE A DWELLING UNIT LOCATION
= PROPERTY LINE
= SETBACK LINE
= COVERED PARKING



Typical Fire Turning Radius



Typical Parking Spaces



NORTH

Scale: 1" = 40'
0 20' 40'

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Design Modifications without notice, All Colors, Dimensions, Sizes and Architectural Features are Conceptual and Subject to Change.

Conceptual Site Plan

Project No. 908024 November 3rd, 2009

Nevada H.A.N.D.

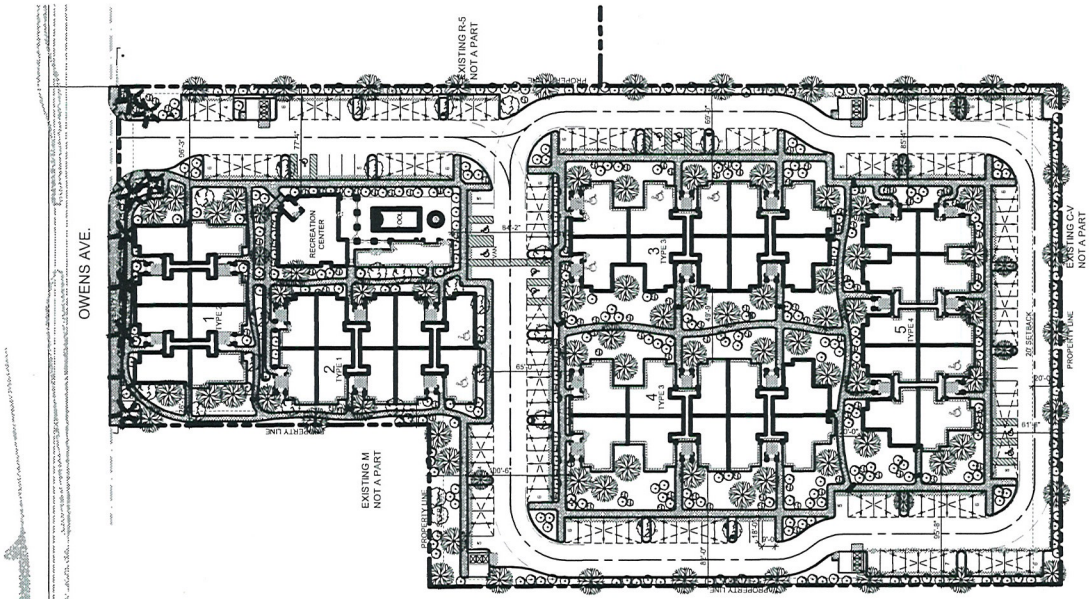
Skyview Pines

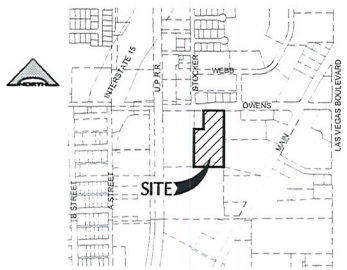
Las Vegas, Nevada

Pulman

SDR-36576
12/17/09 PC

SKYVIEW PINES
FOR
NEVADA HAND, INC.





VICINITY MAP

SEC. 27, T. 20 S., R. 61 E.

NORTH
1"=40'

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LANDSCAPING LEGEND

BOTANICAL/COMMON NAME	SIZE
CHITALPA TASHKENTOSIS/CHITALPA	24" BOX
PROSOPIS GLANDULOSA "MAVERICK" THORNLESS TEXAS HONEY MESQUITE	15" BOX

SUGGESTED SHRUB LIST

BOTANICAL/COMMON NAME	SIZE
ACACIA GREGGII/CAT-CLAW ACACIA	1 GALLON
ALYOGYNE HUEGELLII/BLUE HIBISCUS	1 GALLON
AMBROSIA DELTOIDEA/TRIANGLE LEAF BURSAGE	1 GALLON
CAESALPINIA MEXICANA/MEXICAN BIRD OF PARADISE	1 GALLON
CALLIANDRA ERIOPHYLLA/NATIVE FAIRY DUSTER	1 GALLON
CELTIS PALLIDA/DESERT HACKBERRY	1 GALLON
DALEA FRUTESCENS/BLACK DALEA	1 GALLON
ERIOGONUM SPECIES/SUMMERTIME BLUE	1 GALLON
JUSTICIA CALIFORNICA/CHUPAROSA	1 GALLON
LARREA TRIDENTATA/CREOSOTE	1 GALLON
MYRTUS COMMUNIS 'BOETICA'/TWISTED MYRTLE	1 GALLON
NANDINA DOMESTICA/HEAVENLY BAMBOO	1 GALLON
RHUS MICROPHYLLA/LITTLE LEAF SUMAC	1 GALLON

NOTE: SHRUBS SHALL COVER A MINIMUM OF 50% OF D.G. AREA AT MATURITY

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CONCEPTUAL LANDSCAPE PLAN

LANDSCAPING SHALL COMPLY WITH ALL CITY OF LAS VEGAS REQUIREMENTS FOR SIZE SPACING AND QUANTITIES OF PLANT MATERIALS AND WATERING SCHEDULES.

TOTAL LANDSCAPE AREA 42,356 S.F.

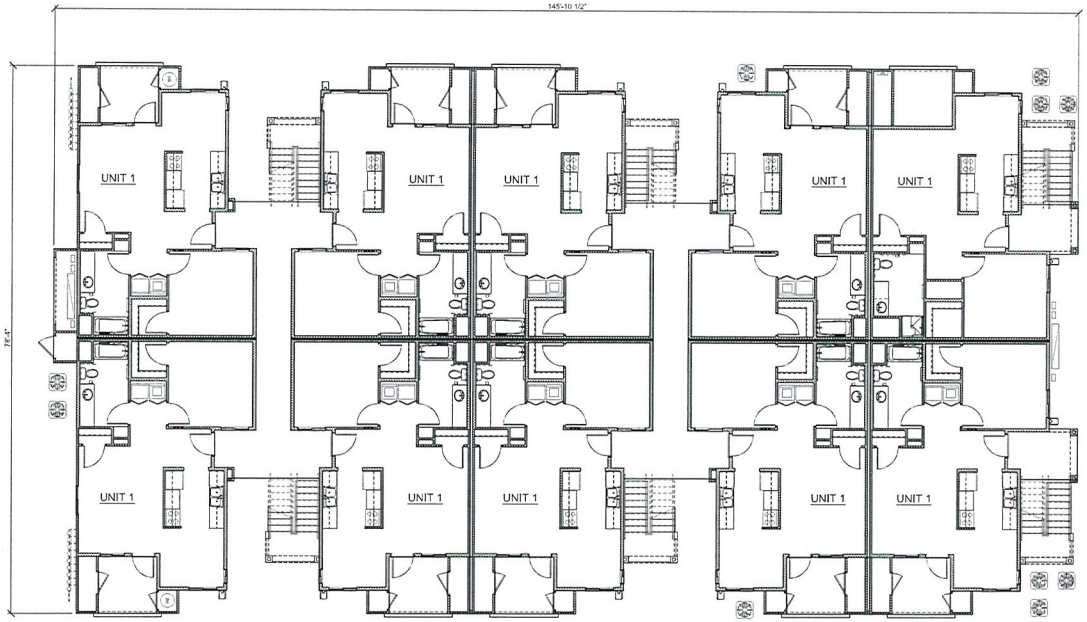
DESIGNED BY:		DRAWN BY:		CHKD BY:	
JOB NUMBER:	818-017-082	DATE:	11-03-09		
NO.	REVISION			DATE	APPR.

L. R. NELSON CONSULTING ENGINEERS, INC.
6765 West Russell Road, Suite 200
Las Vegas, Nevada 89118
(702) 798-7978
(702) 451-2296 FAX

CONCEPTUAL LANDSCAPE PLAN OF
SKYVIEW PINES
FOR
NEVADA HAND, INC.
CITY OF LAS VEGAS NEVADA

SHEET NUMBER
1
OF 1 SHEETS
818-017-082

SDR-36576
12/17/09 PC



ACTUAL AREA

GROSS RESIDENTIAL S.F.	7,624 S.F.
BREEZEWAYS	798 S.F.
COVERED PATIO'S	1,056 S.F.
ELECTRICAL / RISER ROOM	54 S.F.
TOTAL SF 1ST FLOOR	9,532 S.F.
TOTAL SF ALL FLOORS	28,488 S.F.

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NOV 03 2009

Building Type 1 - 1st Floor

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Scale: 1/8 = 1'-0"

Project No. 908024 November 3rd, 2009

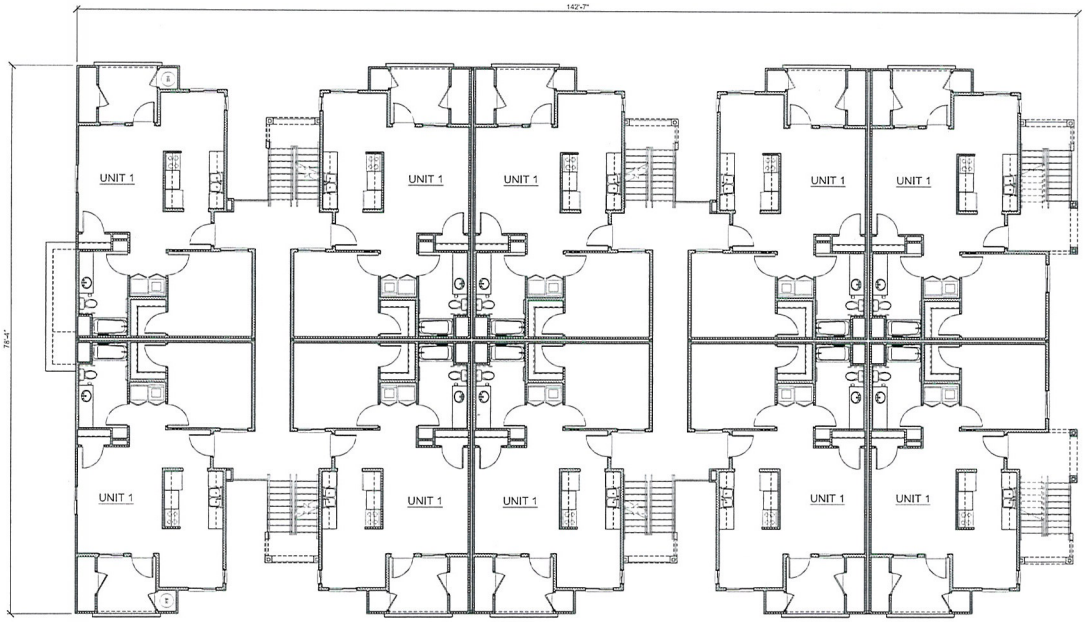
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

SDR-36576
12/17/09 PC



ACTUAL AREA

GROSS RESIDENTIAL S.F.	7,624 S.F.
BREEZEWAYS	798 S.F.
COVERED PATIO'S	1,056 S.F.
TOTAL SF 1ST FLOOR	9,478 S.F.
TOTAL SF ALL FLOORS	28,488 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 1 - 2nd Floor

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

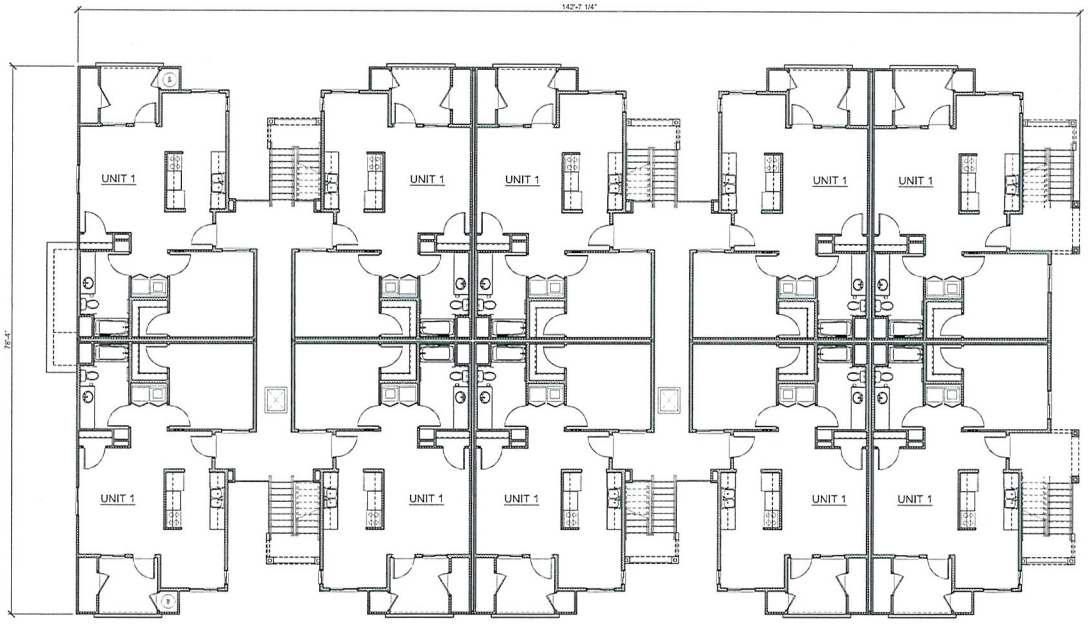
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

SDR-36576
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	7,624 S.F.
BREEZEWAYS	798 S.F.
COVERED PATIO'S	1,056 S.F.
TOTAL SF 1ST FLOOR	9,478 S.F.
TOTAL SF ALL FLOORS	28,488 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 1 - 3rd Floor

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

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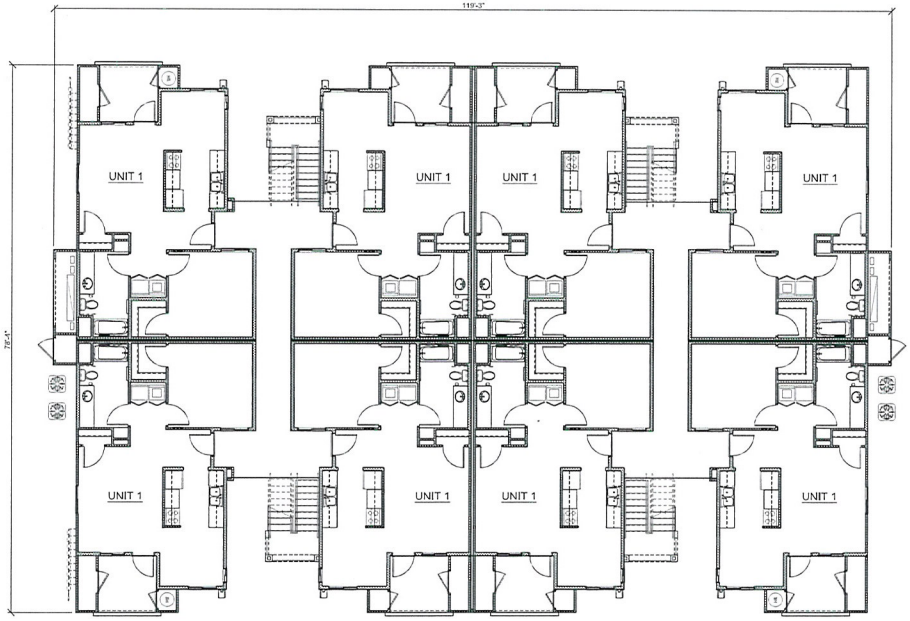
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	6,087 S.F.
BREEZEWAYS	692 S.F.
COVERED PATIO'S	1,034 S.F.
ELECTRICAL / RISER ROOM	108 S.F.
TOTAL SF 1ST FLOOR	7,729 S.F.
TOTAL SF ALL FLOORS	23,355 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 2 - 1st Floor

Scale: 1/8 = 1'-0"

Project No. 908024 November 3rd, 2009

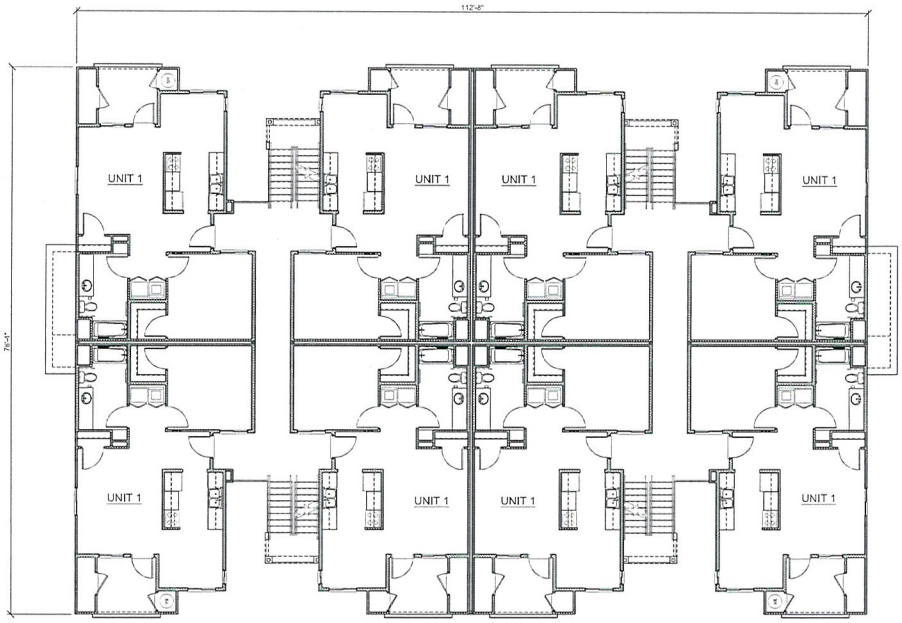
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

SDR-36576
12/17/09 PC



ACTUAL AREA

GROSS RESIDENTIAL S.F.	6,087 S.F.
BREEZEWAY'S & STAIRS	692 S.F.
COVERED PATIO'S	1,034 S.F.
TOTAL SF 2ND FLOOR	7,813 S.F.
TOTAL SF ALL FLOORS	23,355 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 2 - 2nd Floor

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

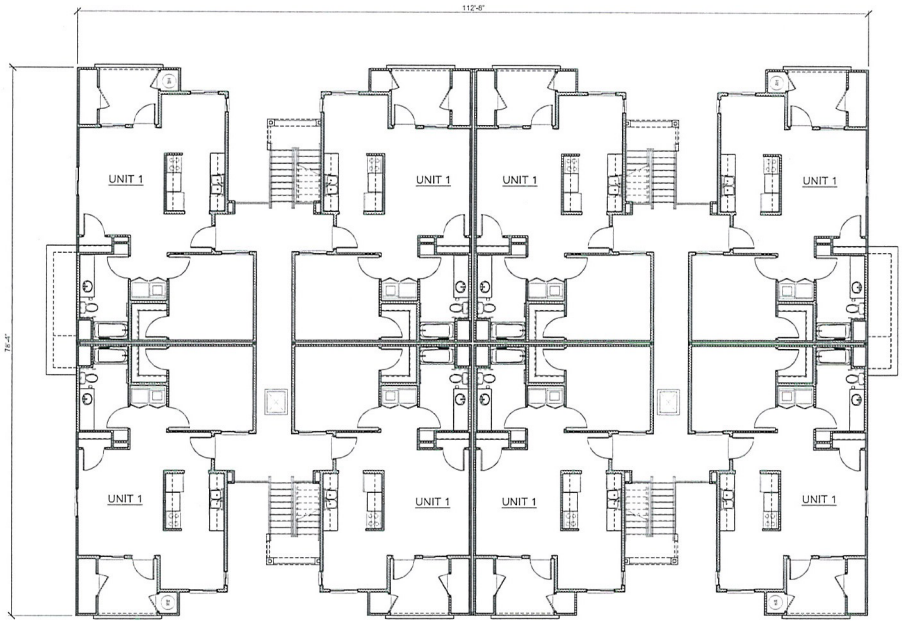
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA

GROSS RESIDENTIAL S.F.	6,087 S.F.
BREEZEWAY'S & STAIRS	692 S.F.
COVERED PATIO'S	1,034 S.F.
TOTAL SF 2ND FLOOR	7,813 S.F.
TOTAL SF ALL FLOORS	23,355 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 2 - 3rd Floor

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

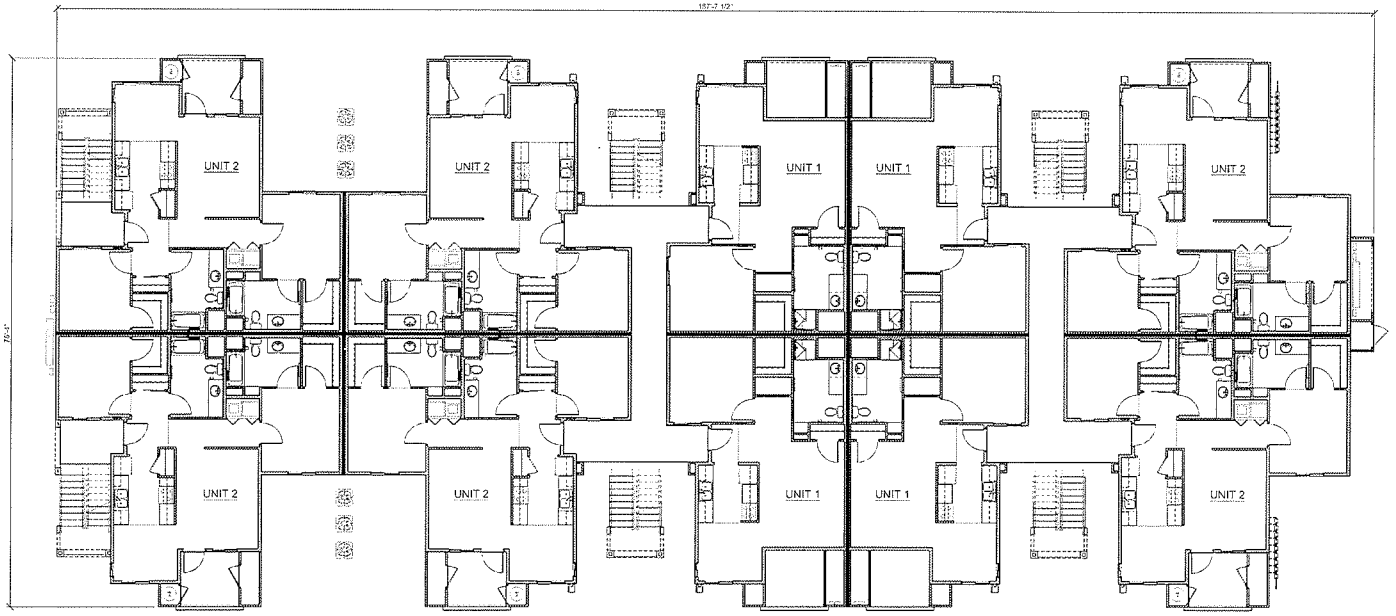
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	9,292 S.F.
BREEZEWAYS	817 S.F.
COVERED PATIO'S	1,033 S.F.
ELECTRICAL / RISER ROOM	51 S.F.
TOTAL SF 1ST FLOOR	11,193 S.F.
TOTAL SF ALL FLOORS	33,477 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 3 - 1st Floor

Scale: 1/8 = 1'-0"

Project No. 908024 November 3rd, 2009

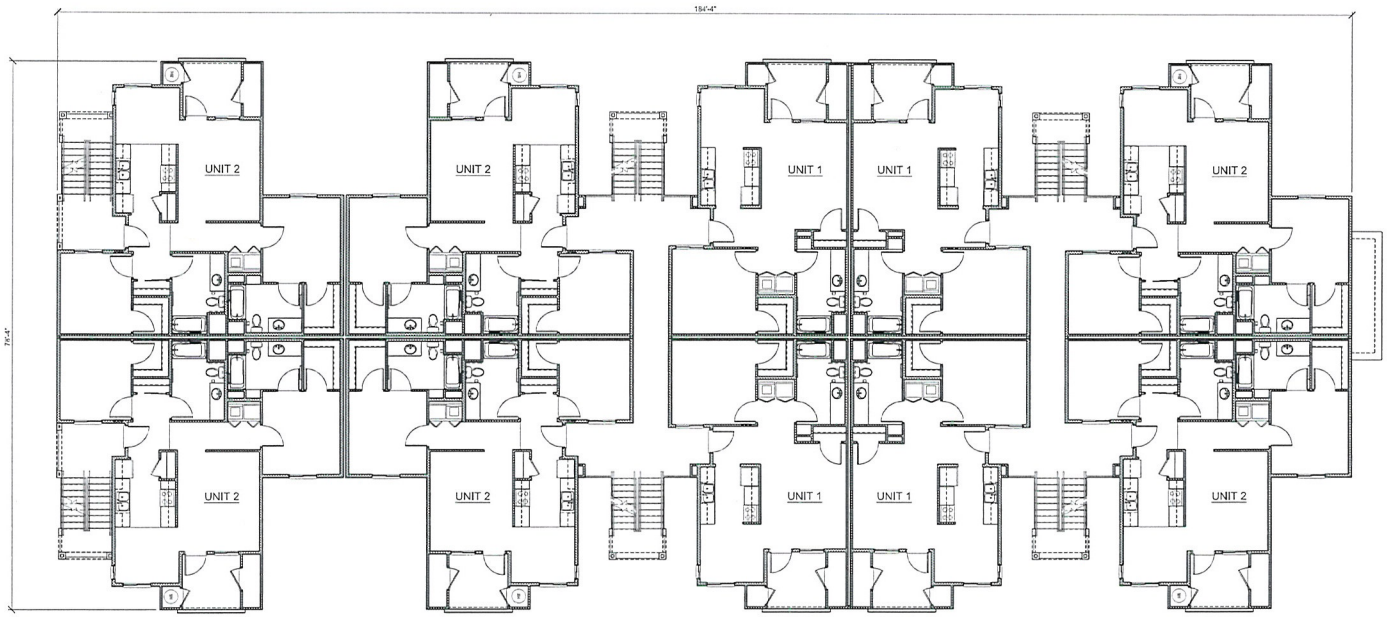
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	9,292 S.F.
BREEZEWAYS	817 S.F.
COVERED PATIO'S	1,033 S.F.
TOTAL SF 2ND FLOOR	11,142 S.F.
TOTAL SF ALL FLOORS	33,477 S.F.

RECEIVED
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Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 3 - 2nd Floor

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

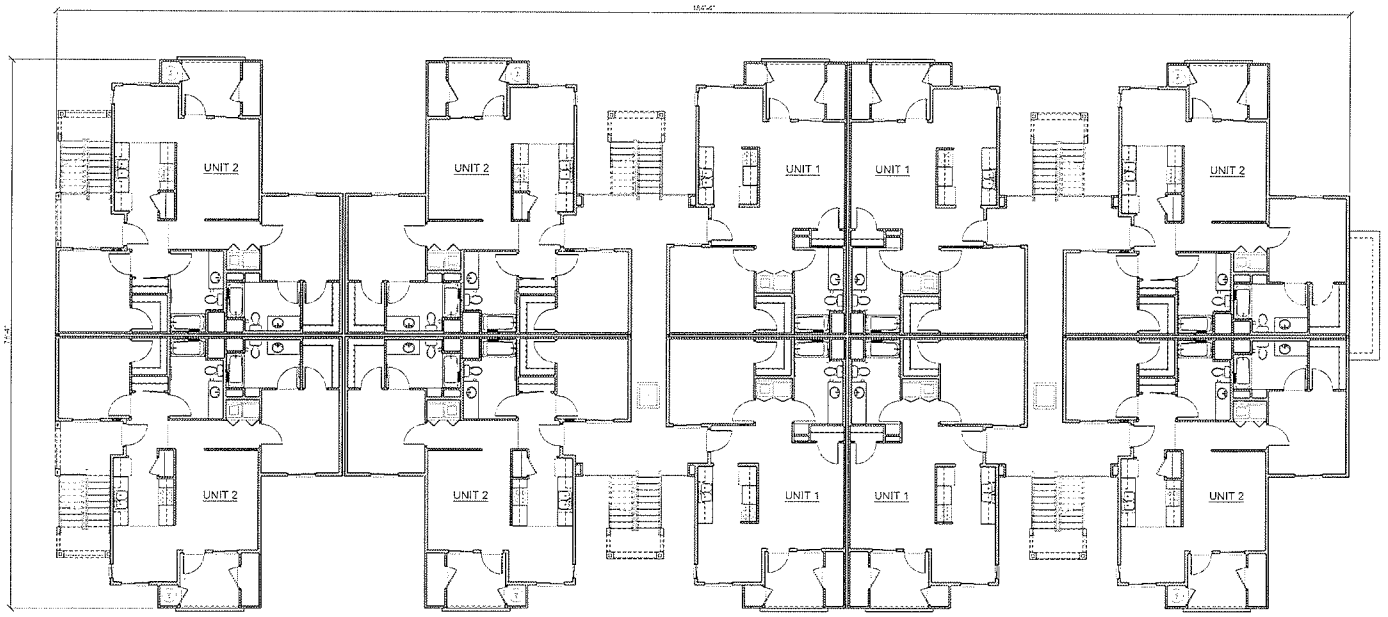
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	9,292 S.F.
BREEZEWAYS	817 S.F.
COVERED PATIO'S	1,033 S.F.
TOTAL SF 2ND FLOOR	11,142 S.F.
TOTAL SF ALL FLOORS	33,477 S.F.

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 3 - 3rd Floor

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

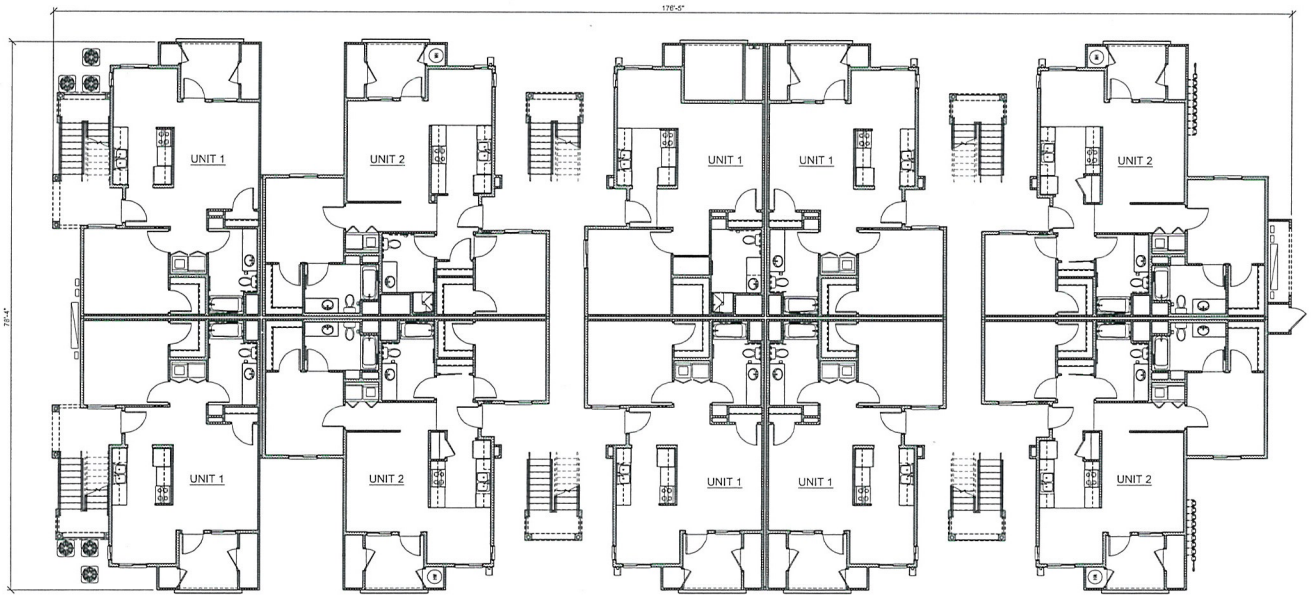
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA

GROSS RESIDENTIAL S.F.	8,734 S.F.
BREEZEWAYS	809 S.F.
COVERED PATIO'S	1,039 S.F.
ELECTRICAL / RISER ROOM	51 S.F.
TOTAL SF 1ST FLOOR	10,633 S.F.
TOTAL SF ALL FLOORS	31,797 S.F.

RECEIVED
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Building Type 4 - 1st Floor

Scale: 1/8 = 1'-0"

Project No. 908024 November 3rd, 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

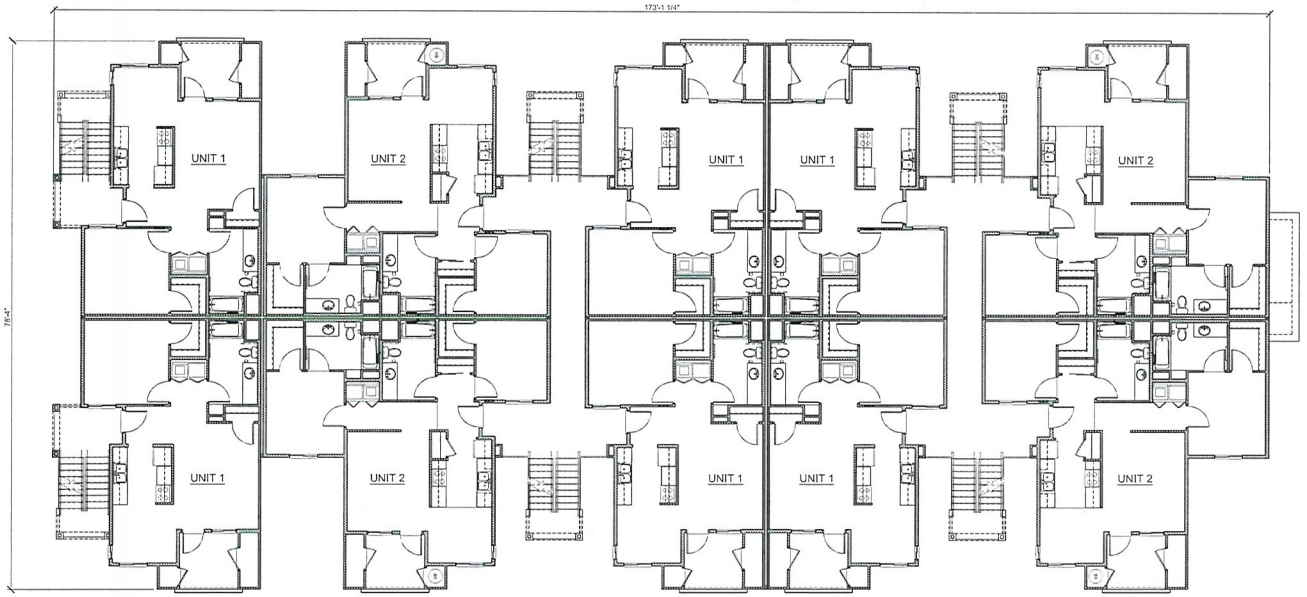
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	8,734 S.F.
BREEZEWAYS	809 S.F.
COVERED PATIO'S	1,039 S.F.
TOTAL SF 2ND FLOOR	10,582 S.F.
TOTAL SF ALL FLOORS	31,797 S.F.

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Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 4 - 2nd Floor

Scale: 1/8 = 1'-0"

Project No. 908024 November 3rd, 2009

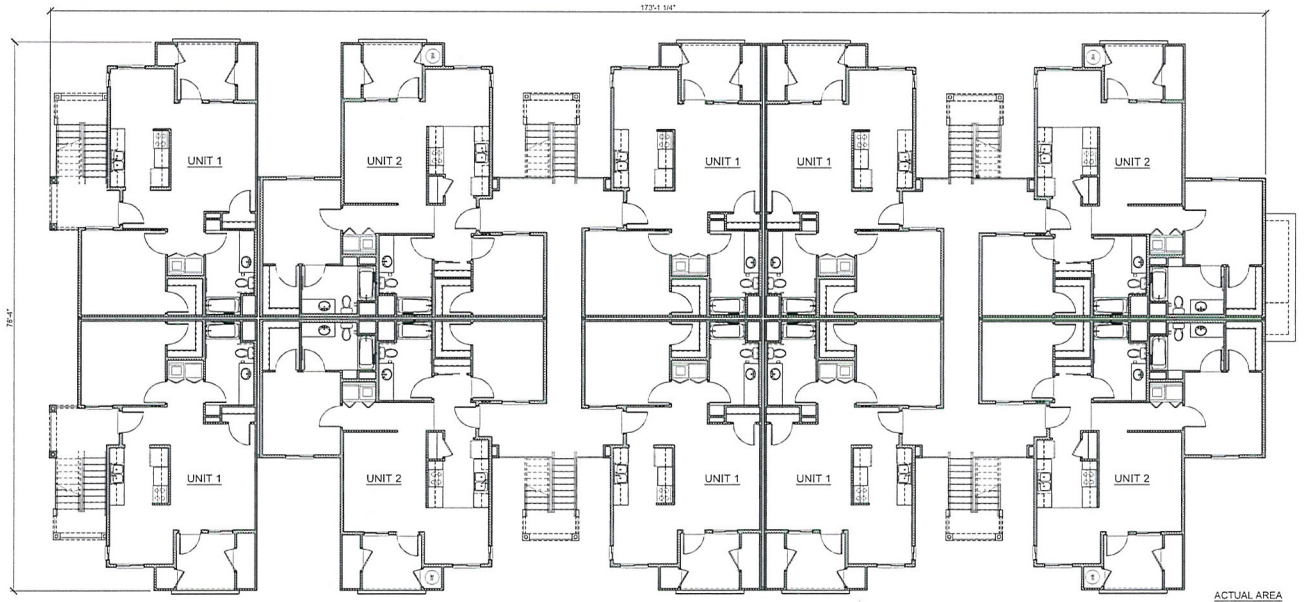
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

VAR-36577
SDR-36576
12/17/09 PC



ACTUAL AREA	
GROSS RESIDENTIAL S.F.	8,734 S.F.
BREEZEWAYS	809 S.F.
COVERED PATIO'S	1,039 S.F.
TOTAL SF 3RD FLOOR	10,582 S.F.
TOTAL SF ALL FLOORS	31,797 S.F.

RECEIVED
NOV 03 2009

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Building Type 4 - 3rd Floor

Scale: 1/8 = 1'-0"

Project No. 908024 November 3rd, 2009

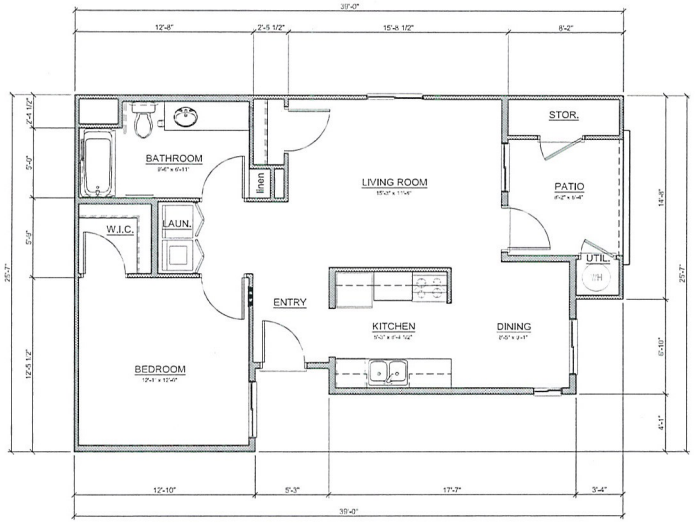
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

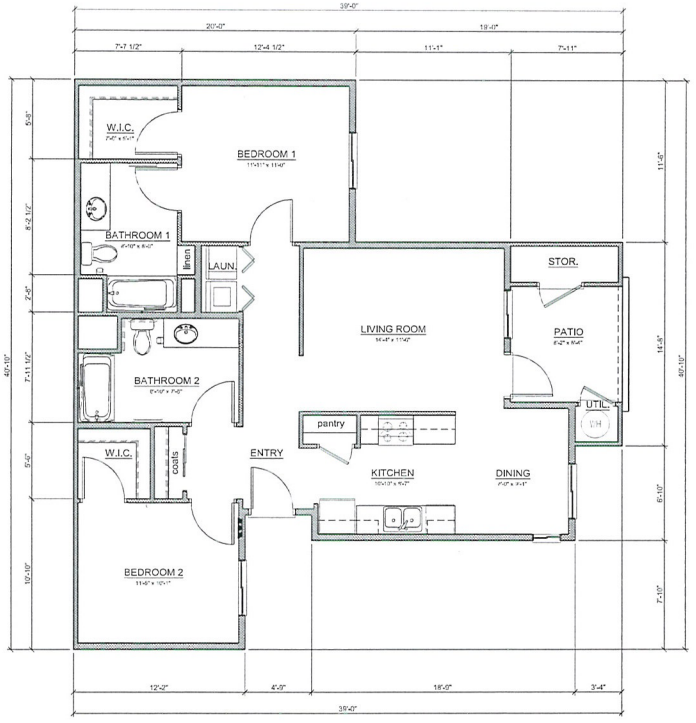
Perlman

VAR-36577
SDR-36576
12/17/09 PC



UNIT PLAN 1 - 1 BEDROOM, 1 BATH

LIVABLE	754 S.F.
PATIO / STORAGE	104 S.F.
TOTAL	858 S.F.



UNIT PLAN 2 - 2 BEDROOM, 2 BATH

LIVABLE	1,030 S.F.
PATIO / STORAGE	104 S.F.
TOTAL	1,134 S.F.

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Typical Unit Plans 1 & 2

Scale: 1/4" = 1'-0"

Project No. 908024 November 3rd, 2009

Nevada H.A.N.D.

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Las Vegas, Nevada

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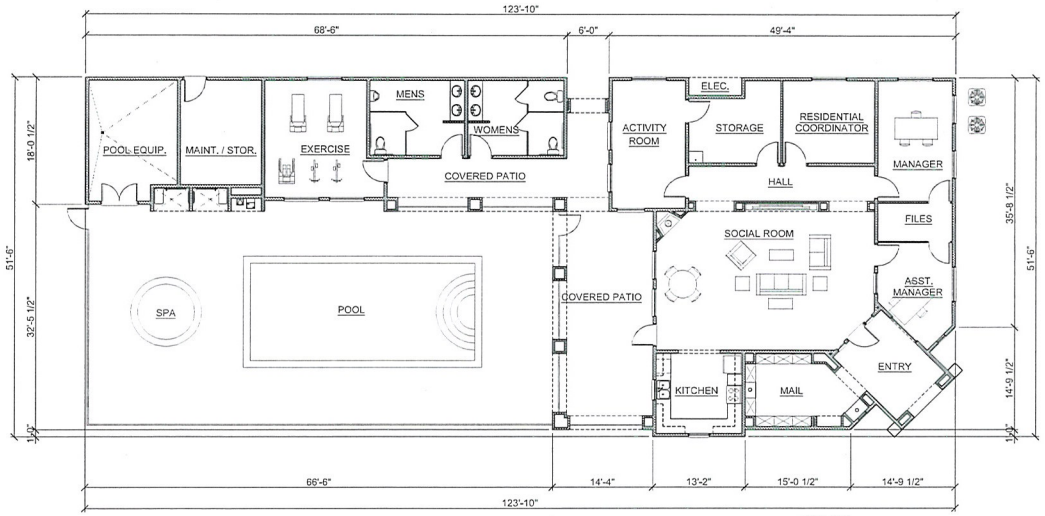
12/17/09 PC



ACTUAL AREA

CONDITIONED SPACE	2,197 S.F.
UNCONDITION SPACE	1,851 S.F.
TOTAL SF 1ST FLOOR	4,048 S.F.

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NOV 03 2009

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Recreation Building Floor Plan

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perlman

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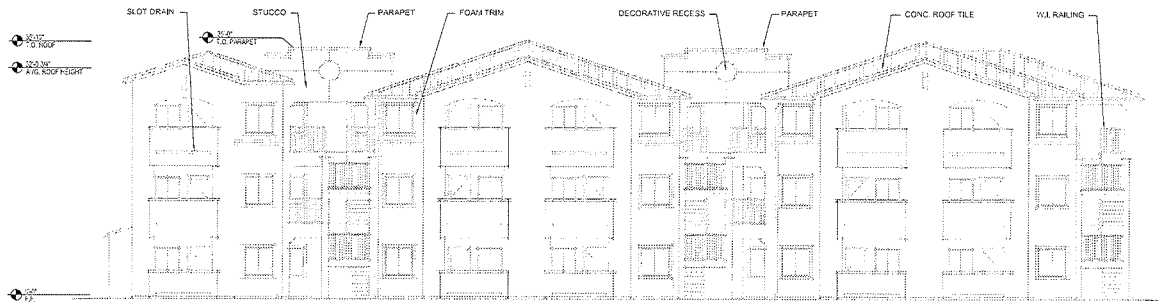
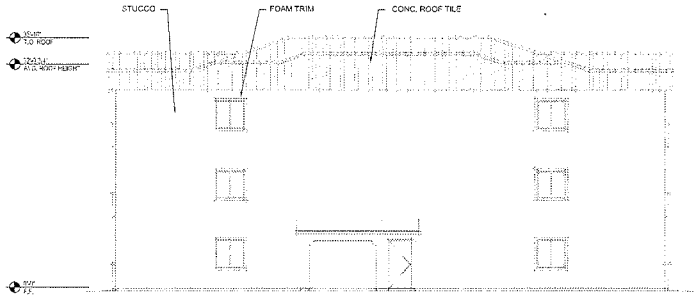
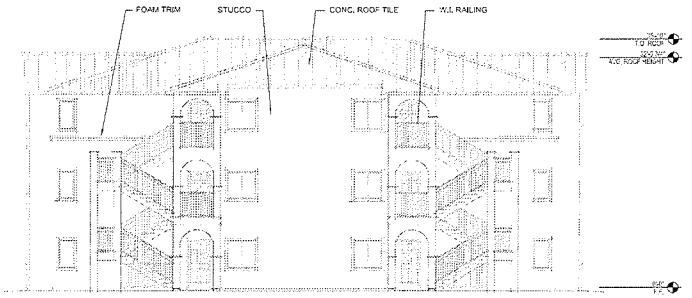
SDR-36576
12/17/09 PC



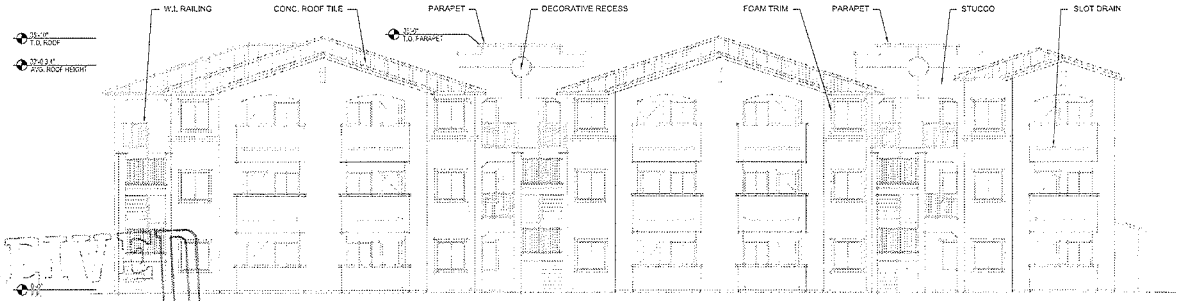
Front Elevation



Side Elevation



Side Elevation



Rear Elevation

RECEIVED
NOV 03 2009

Building Type 1 - Exterior Elevations

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

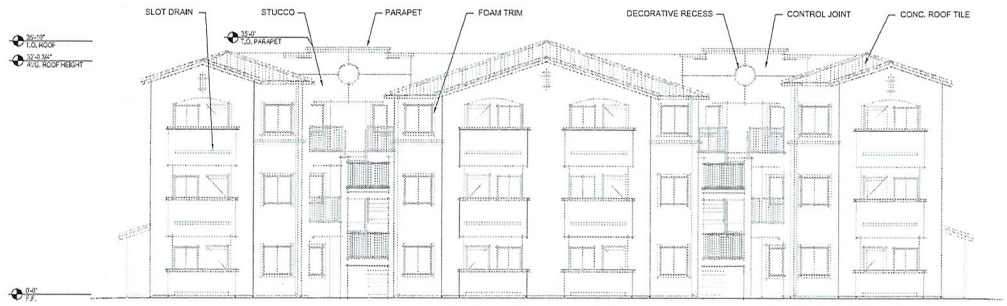
Nevada H.A.N.D.

Skyview Pines

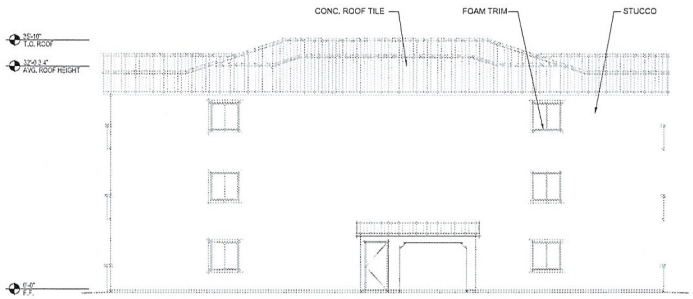
Las Vegas, Nevada

Perlman

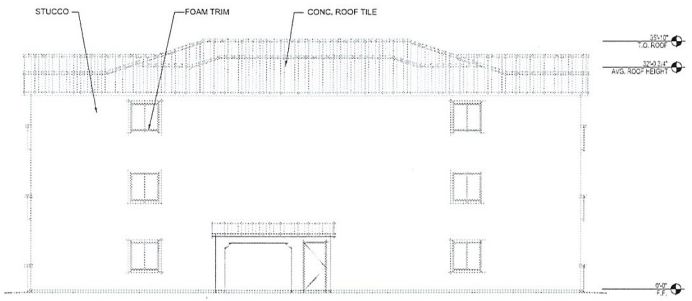
VAR-36577
SDR-36576
12/17/09 PC



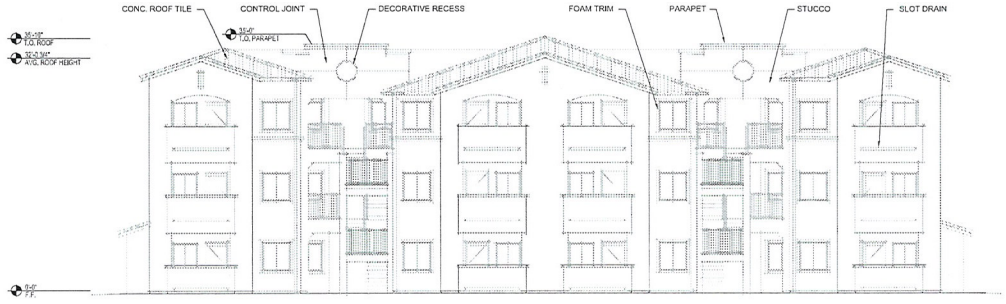
Front Elevation



Side Elevation



Side Elevation



Rear Elevation

RECEIVED
NOV 03 2009

Building Type 2 - Exterior Elevations

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

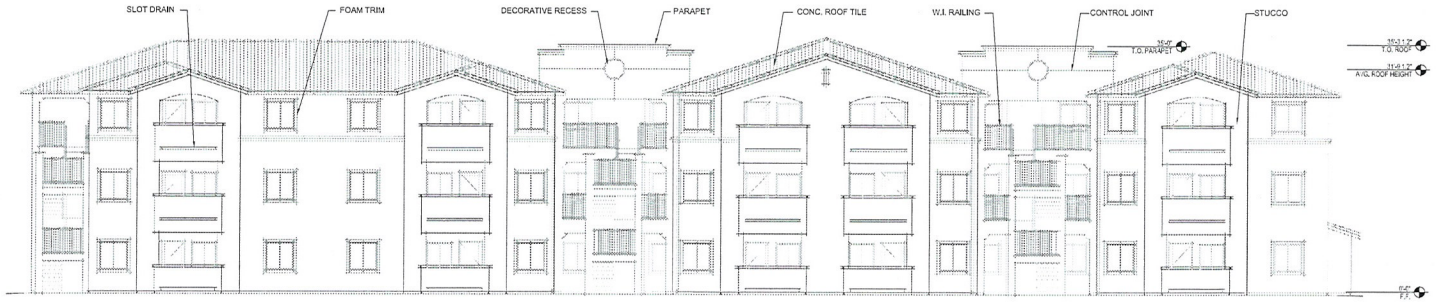
Nevada H.A.N.D.

Skyview Pines

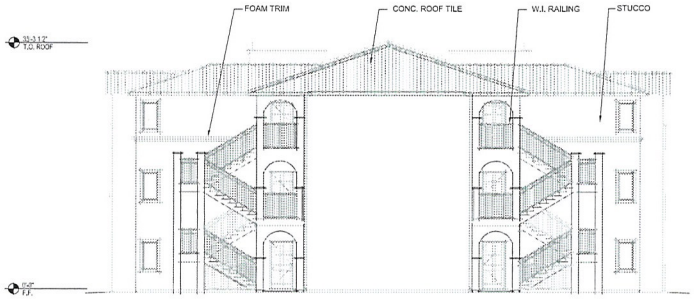
Las Vegas, Nevada

Pulte

VAR-36577
SDR-36576
12/17/09 PC



Front Elevation



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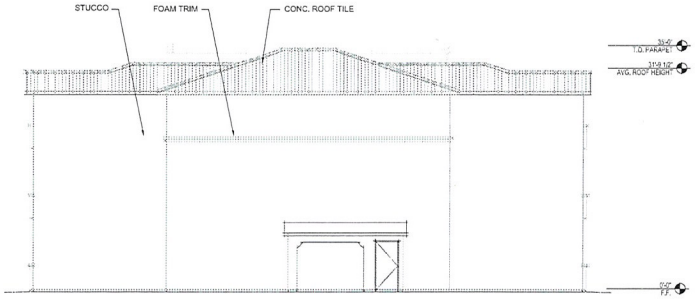
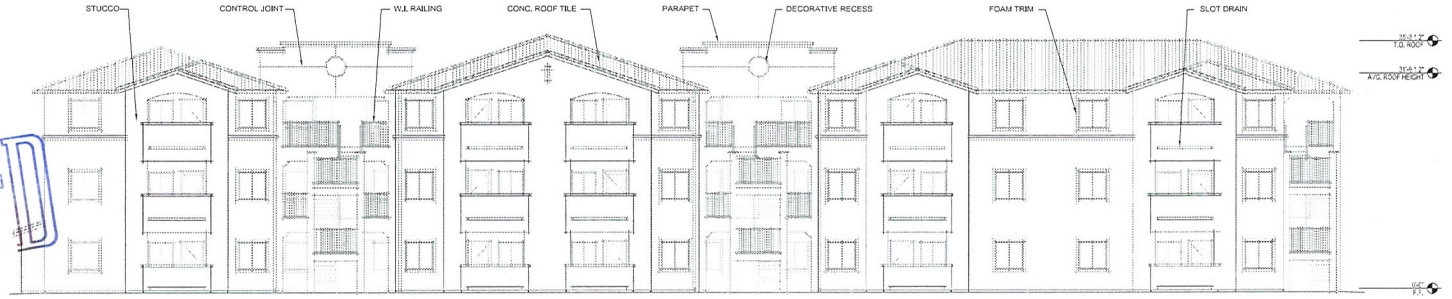


Side Elevation



Rear Elevation

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Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 3 - Exterior Elevations

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

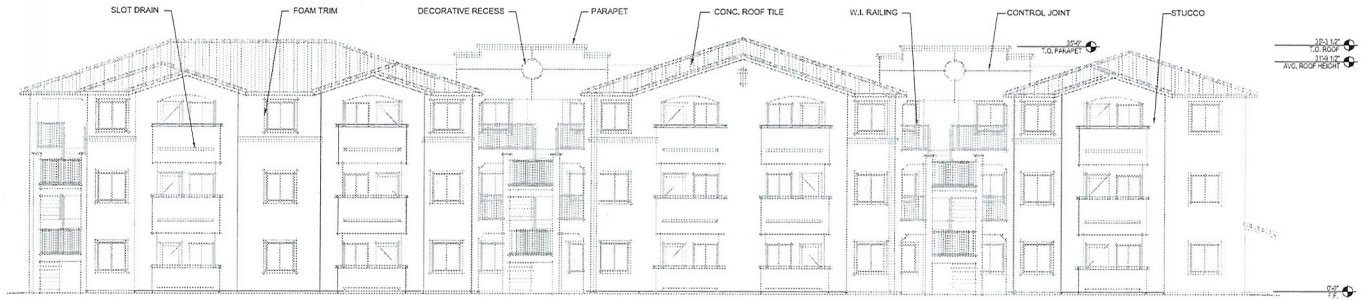
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

Perkins

VAR-36577
SDR-36576
12/17/09 PC



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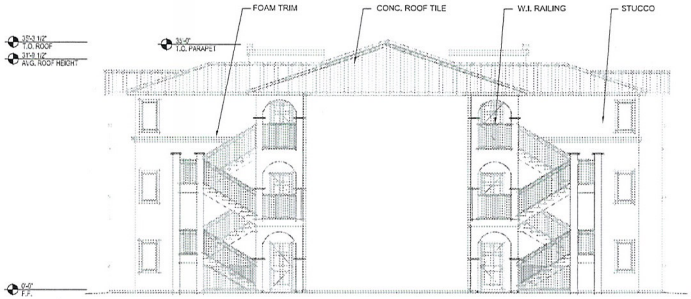

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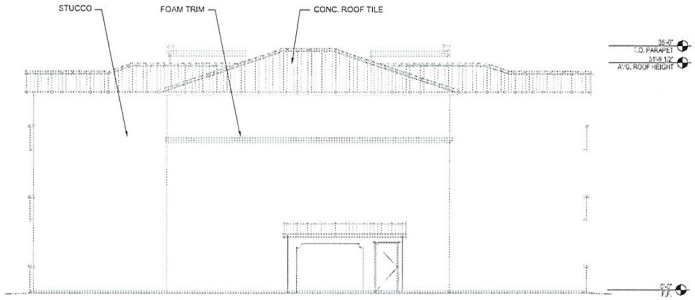

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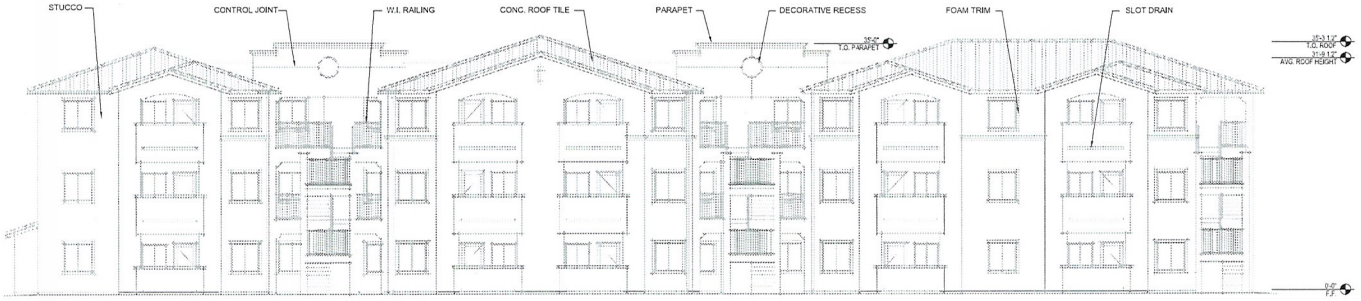


Rear Elevation

RECEIVED
NOV 03 2009

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Building Type 4 - Exterior Elevations

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

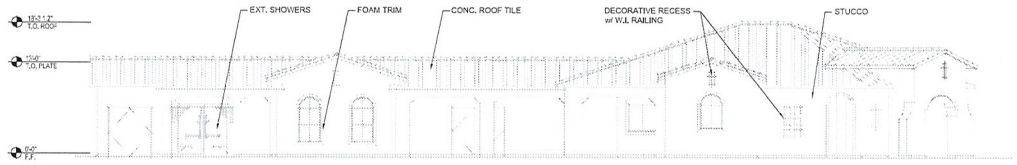
Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

VAR-36577
SDR-36576
12/17/09 PC

Perlman



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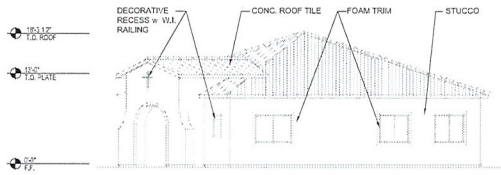
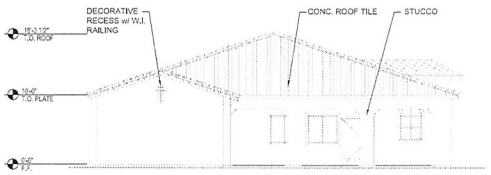
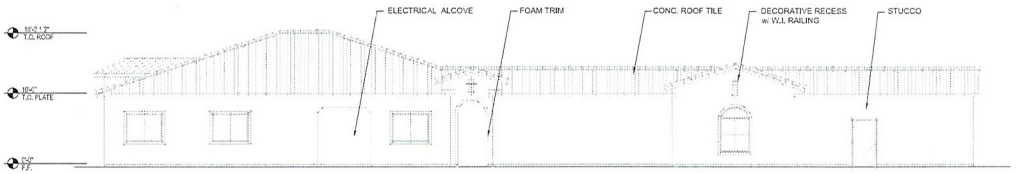


North Elevation



South Elevation



West Elevation

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Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Recreation Building - Exterior Elevations

Scale: 1/8" = 1'-0"

Project No. 908024 November 3rd, 2009

Nevada H.A.N.D.

Skyview Pines

Las Vegas, Nevada

VAR-36577
SDR-36576
12/17/09 PC

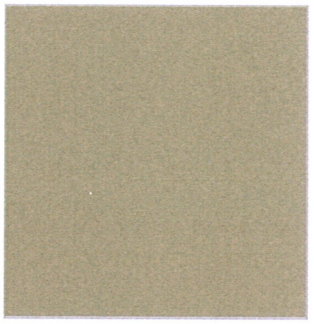
Perlman

Perlman

Skyview Pines

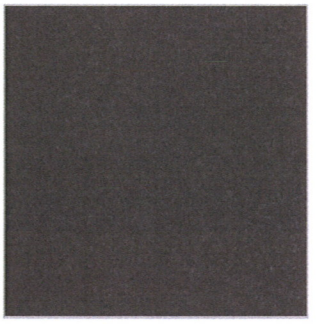
Nevada H.A.N.D.

Stucco



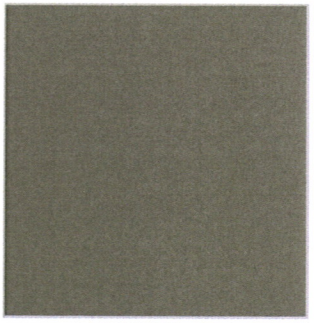
Dunn Edwards Classic
DEC760 Desert Gray

Fascia



Dunn Edwards
DE6063 Black Walnut

Doors



Dunn Edwards
DE6230 Center Ridge

Dunn Edwards
DE6056 Buffalo Herd

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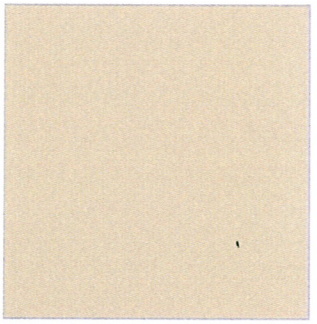
NOV 03 2009

Roof



Dunn Edwards
DE6171 Sand Dollar

MonierLifetile
Newport Sun

9440 West Sahara Ave., Las Vegas, NV 89117
Tel. 702.202.3571 Fax. 702.202.3147

PerlmanDesignGroup.com
PAZ Design Group, LLC.

SDR-36576
12/17/09 PC

SDR-36576 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 850 FEET WEST OF MAIN STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

SDR-36576 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 850 FEET WEST OF MAIN STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

SDR-36576 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: CITY OF LAS VEGAS
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 850 FEET WEST OF MAIN STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

Project Number: 818-017-082

LARRY R. NELSON, P.E.
President

November 3, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

- STRUCTURAL
- CIVIL
- SURVEY
- PLANNING

Re: Justification letter for SKYVIEW PINES
Apn# 139-27-502-003
Approx. 4.86+/- acres

Dear Staff:

On behalf of our client, Nevada Hand Inc., we are pleased to provide this justification letter to provide information on a Site Development Plan Review being submitted for consideration on the above referenced project.

We are asking for this request to develop approximately 4.86 acres of property located on the south side of Owens Avenue and west of North main Street. This development will consist of 144 affordable family apartment units with a density of 29.38 units/acre, this site will feature a recreational building and pool with open space areas for the enjoyment of the residents.

We feel that the development we are proposing is compatible with the surrounding area and will be an enhancement to the neighborhood. With this in mind, we would respectfully request staff's recommendation of approval and support of this Site Development Plan Review. If you have any questions or concerns, please contact this office at your convenience.

Sincerely,
L. R. NELSON CONSULTING ENGINEERS, INC.

Mark Bangan
Planning Manager

RECEIVED
NOV 03 2009

NEVADA

L. R. NELSON CONSULTING ENGINEERS, INC.
6765 West Russell Road, Suite 200
Las Vegas, NV 89118-1811

Phone 702 / 798-7978
FAX 702 / 451-2296
Email lrnelson@lrneng.com

UTAH

L. R. NELSON CONSULTING ENGINEERS, L.L.C.
51 West 9000 South
Sandy, UT 84070-2008

Phone 801 / 565-8580
FAX 801 / 565-9340
Email lrnengineers@lrnslc.com

SDR-36576
12/17/09 PC

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

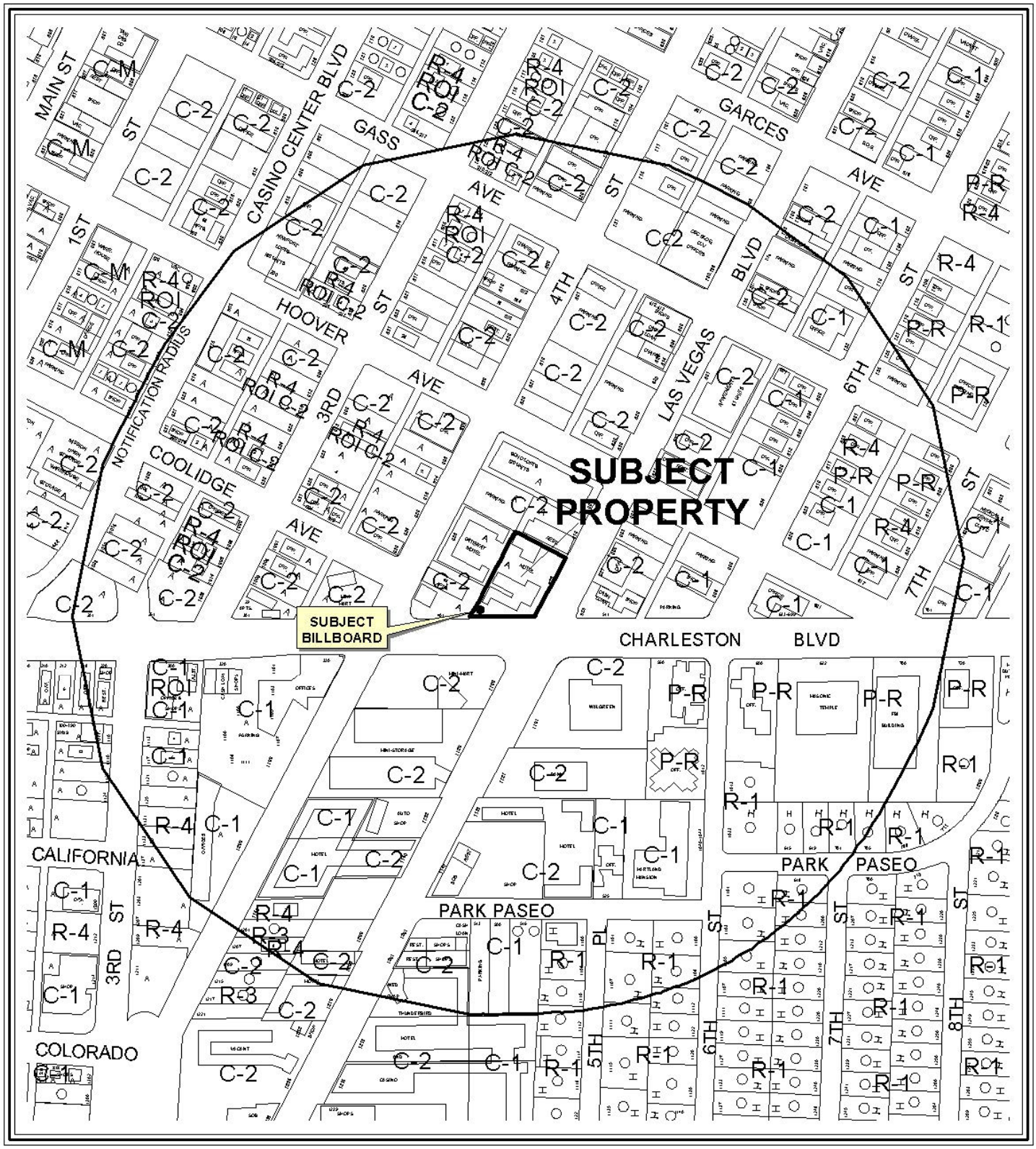
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-36373 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 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. City Council Approval Letter for RQR-29727
6. Protest Postcards
7. Backup referenced from the December 17, 2009 Planning Commission Meeting Item 18



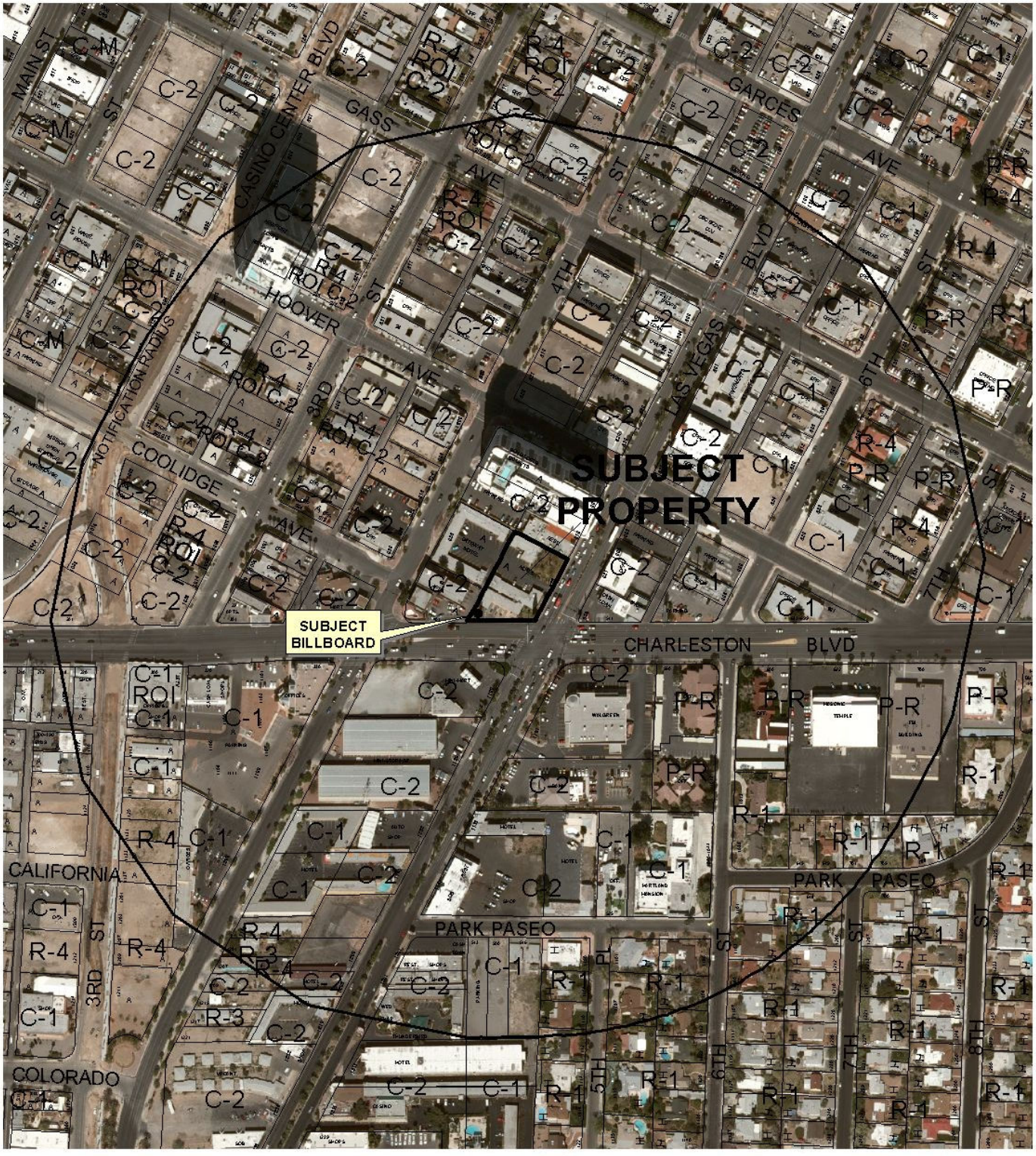
0 300 600 Feet

CASE: **RQR-36373**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

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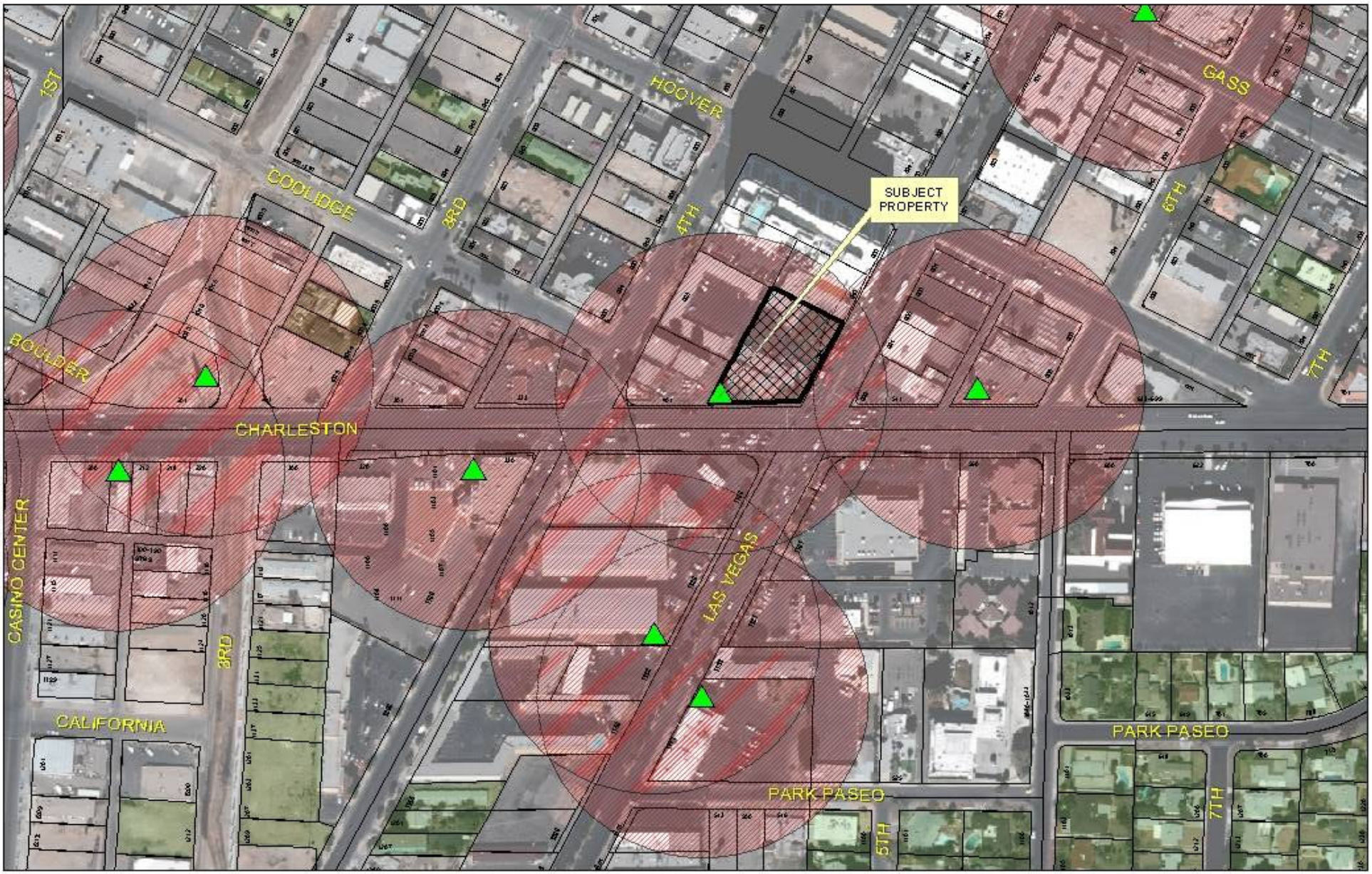
RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-36373

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 DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-36373 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Special Use Permit U-0028-01 shall be reviewed on an agenda closest to May 16, 2012, at which time the City Council may require removal of the Off-Premise Sign. 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.

2. 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.

3. 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.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.
5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is the sixth required review of a Special Use Permit (U-0028-01) that allowed a 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The off-premise sign was constructed in 2001 and is in good condition, with some bird droppings on the pole. The sign otherwise meets Title 19 distance separation and zoning requirements. However, it fails to meet special area plan requirements established after the sign's construction and does not contribute to the goals of redevelopment in the area. Additionally, a previous condition of approval required the installation of bird deterrent devices on the sign; this condition has not been met. Staff therefore recommends denial. If this review is denied, the subject sign shall be removed from the property.

ISSUES

- This is the sixth review of the Special Use Permit for an Off-Premise Sign use (U-0028-01).
- The sign has been properly permitted and inspected.
- The sign does not meet a previous condition of approval requiring installation of bird deterrent devices.
- Current standards for the Las Vegas Boulevard Scenic Byway Overlay District prohibit off-premise signs within the Byway corridor.
- Current standards for the Arts District (Las Vegas Downtown Centennial Plan) require off-premise signs within the Arts District to be flush-mounted on a structure; these signs cannot be freestanding, roof-mounted or project past the walls or roof of a building.
- The existing off-premise sign is not aesthetically compatible with the surrounding uses and does not contribute in a positive manner to the scenic qualities of the Las Vegas Boulevard Scenic Byway as detailed in the Las Vegas Boulevard Scenic Byway Corridor Management Plan.
- The existing off-premise sign does not further an important objective of the Redevelopment Plan, which is "to achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
05/16/01	The City Council granted an appeal of the Planning Commission denial of a Special Use Permit (U-0028-01) for a proposed 45-foot tall, 14-foot by 48-foot Off-Premise Sign on the subject site, subject to review in one year. Staff recommended denial.
08/07/02	The City Council granted an appeal of the Planning Commission denial of a Required Review [U-0028-01(1)] of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign on the subject site, subject to review in one year. Staff recommended denial.
11/19/03	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-3024) of an approved Special Use Permit (U 0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign on the subject site, subject to review in one year. Staff recommended denial.
05/05/04	The City Council adopted Ordinance No. 5694, thereby establishing the Las Vegas Boulevard Scenic Byway Overlay District and associated standards.
12/15/04	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-5247) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign on the subject site, subject to review in one year. Staff recommended denial.
09/07/05	The City Council approved a Review of Condition (ROC-7358) Number 1 of a previously approved Required Review (RQR-5247) for the existing Off-Premise Sign to allow no illuminated neon on a sign in the Las Vegas Scenic Byway Overlay District where at least 75 percent of the total sign surface is required to contain neon. Staff recommended denial.
09/22/05	The Planning Commission approved a request for a Variance (VAR-8496) to allow an existing Off-Premise Sign with less than 75% neon or animated illumination to be located within the Las Vegas Boulevard Scenic Byway Overlay District on the subject site. Staff recommended denial.
01/03/07	The City Council tabled a Required Review (RQR-17518) of a previously approved Special Use Permit (U-0028-01), which allowed a 28-foot X 24-foot Off-Premise Sign on the subject site. The Planning Commission recommended approval. Staff recommended denial.
12/17/08	The City Council approved a Required Review (RQR-29727) of a previously approved Special Use Permit (U-0028-01), which allowed a 28-foot x 24-foot Off-Premise Sign on the subject site, subject to review in one year. The Planning Commission recommended approval. Staff recommended denial.
03/04/09	The City Council adopted Ordinance No. 6030, thereby modifying and consolidating review and approval procedures for signage within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District and the Las Vegas Boulevard Scenic Byway Overlay District.

10/16/09	Las Vegas Boulevard, from Washington Avenue to Sahara Avenue, was designated a National Scenic Byway due to its cultural, historic and nighttime scenic amenities and abundance of neon signage.
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #18/ss).

Related Building Permits/Business Licenses	
07/18/01	A building permit (#01013065) was issued for a 40-foot tall Off-Premise Sign at 928 South Las Vegas Boulevard. A final sign inspection was completed 09/24/01.
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	
11/12/09	A field check was conducted, during which staff found the following: • The Off-Premise Sign is in good condition, with no visible graffiti and a few bird droppings on the pole. • The sign is externally lit and is separated from the right-of-way by a chain link fence. • There are no bird deterrent devices on the sign. • Structural elements are adequately screened.

Details of Application Request	
Site Area	
Net Acres	0.68

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Motel	C (Commercial)	C-2 (General Commercial)
North	Restaurant	MXU (Mixed Use)	C-2 (General Commercial)
South	Convenience Store	C (Commercial)	C-2 (General Commercial)
East	Astrologer, Hypnotist or Psychic Arts & Sciences (vacant)	C (Commercial)	C-2 (General Commercial)
West	Apartments/ Motel	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan (18b – Las Vegas Arts District)	X		N
Redevelopment Plan Area	X		N

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Redevelopment Area	X		N
Downtown Overlay District	X		N
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		N
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.14.100 and Title 19.06.140, the following standards apply to the subject request:

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within the public right-of-way, within the Off-Premise Sign Exclusionary Zone or within the Las Vegas Boulevard Scenic Byway Overlay District	Not within the Exclusionary Zone. Located outside of public ROW within the LV Blvd. Scenic Byway Overlay District	N
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Located within the C-2 (General Commercial) Zoning District	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment 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 SF with no embellishments	Y
Height	No higher than 40 feet from grade at the point of construction; may be raised to maximum of 55 feet with approval of City Council if significantly obscured from view of travel lanes	Maximum height of 40 feet from grade	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view	Screened from view by sign panels	Y

Separation Distance (Off-Premise Signs)	At least 300 feet to another Off Premise Sign	460 feet from off-premise sign to the east (906 S. 6th Street), 460 feet from off-premise sign to the south (1120 S. LV Blvd.) and 470 feet from off-premise sign to the southwest (330 E. Charleston Blvd.)	Y
Separation Distance (Residential)	At least 300 feet to the nearest property line of a lot in any "R" zoned district	725 feet to R-1 zoned property to the southeast	Y
Other (18b The Arts District)	All Off-Premise Signs shall be directly mounted to and flush with the wall of a structure, and shall not be freestanding.	Freestanding sign permanently secured to ground	N

ANALYSIS

The subject site is zoned C-2 (General Commercial). An Off-Premise Sign is a permitted use in this district with the approval of a Special Use Permit. The Special Use Permit (U-0028-01) for this sign was obtained in 2001, prior to the establishment of standards for the Las Vegas Boulevard Scenic Byway Overlay District, which prohibit off-premise signs in this area.

This is the sixth review of the subject off-premise sign, which was constructed in 2001. The sign has been properly permitted and inspected. The sign also meets the basic dimensional and distance separation requirements of Title 19. However, staff has consistently recommended that the use be discontinued at this location based on its potential negative effect on redevelopment efforts in the area and more recently its incompatibility with the current requirements of the 18b Arts District and the Las Vegas Boulevard Scenic Byway Overlay District and Corridor Management Plan. Las Vegas Boulevard from Sahara Avenue to Washington Boulevard was designated a State Scenic Byway in November 2001 and attained National Scenic Byway status on October 16, 2009. One of the requirements for this designation was the adoption of a Corridor Management Plan, which calls for restoration of existing neon signs within the corridor and the removal or relocation of existing off-premise signs. The applicant obtained a Variance in 2005 to allow the sign not to contain illuminated and/or animated signage where standards of the Las Vegas Boulevard Scenic Byway Overlay District require at least 75 percent of the total sign surface area to contain illuminated signage.

Secondarily, the standards for 18b – Las Vegas Arts District of the Downtown Centennial Plan require off-premise signs to be flush-mounted on a structure. The existing off-premise sign is a freestanding structure enclosed within a chain link fence.

FINDINGS

Although the subject off-premise sign was constructed prior to adoption of a Corridor Management Plan for the Las Vegas Boulevard Scenic Byway, this plan calls for the removal or relocation of existing off-premise signs within the Scenic Byway in order to preserve the cultural and historic heritage of neon signage along Las Vegas Boulevard. Second, the sign also does not comply with current requirements for off-premise signage in the 18b Las Vegas Arts District. Third, the continued existence of the sign does not further goals for redevelopment of the area through streetscape and building improvements. A 41-story mixed-use development is planned for the property immediately to the west of the subject site. The existing off-premise sign is incongruous with respect to new developments such as these. Last, the sign does not comply with Condition #6 of the previous review (RQR-29727), which required bird deterrent devices to be installed on the sign within 30 days of final approval by the city.

The immediate area has changed from the time the sign was constructed for the reasons stated above, and therefore the subject sign is no longer harmonious and compatible with the surrounding land uses. Staff recommends denial of this review, subject to a three year review if approved.

PLANNING COMMISSION ACTION

There was one speaker opposed to this project at the Planning Commission Meeting. One condition was deleted at the Planning Commission Meeting as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 382 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition I Requested Review

Project Address (Location) 928 Las Vegas Blvd

Project Name Gateway Motel **Proposed Use** off premise sign

Assessor's Parcel #(s) 139-34-410-165 **Ward #** 5

General Plan: existing GC proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Gateway Motel **Contact** David Jhawar

Address 1775 N Warm Springs Rd **Phone:** 8015211775 **Fax:** 8015219741

City Salt Lake City **State** Ut **Zip** 84116

E-mail Address _____

APPLICANT Reagan National Advertising **Contact** Dewey Reagan

Address 1775 N Warm Springs Rd **Phone:** 8015211775 **Fax:** 8015219741

City Salt Lake City **State** UT **Zip** 84116

E-mail Address dewey@reaganusa.com

REPRESENTATIVE Reagan National Advertising **Contact** Dewey Reagan

Address 1775 N Warm Springs Rd **Phone:** 8015211775 **Fax:** 8015219741

City Salt Lake City **State** Ut **Zip** 84116

E-mail Address _____

Property Owner Signature* Dewey Reagan

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Dewey Reagan

Subscribed and sworn before me

This 23 day of September, 2009.

Cheryl Jenson

Notary Public in and for said County and State

CHERYL A. JENSON
NOTARY PUBLIC - STATE OF UTAH
1002 E. MILL ST.
BOUNTIFUL, UT 84010
My Comm. Exp. 12/05/2011

FOR DEPARTMENT USE ONLY

Case #	RQR-36373
Meeting Date:	12/17/09
Total Fee:	$500 —
Date Received:*	10/13/09
Received By:	

*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.

RECEIVED
OCT 13 2009

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-36373** APN: 139-34-410-165

Name of Property Owner: Gateway Motel Inc

Name of Applicant: Reagan National Advertising

Name of Representative: Dewey Reagan

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: Dewey Reagan

Print Name: Dewey Reagan

Subscribed and sworn before me

This 23 day of September, 2009

Cheryl Jenson

Notary Public in and for said County and State

CHERYL A. JENSON
NOTARY PUBLIC - STATE OF UTAH
1002 E. MILL ST.
BOUNTIFUL, UT 84010
My Comm. Exp. 12/05/2011

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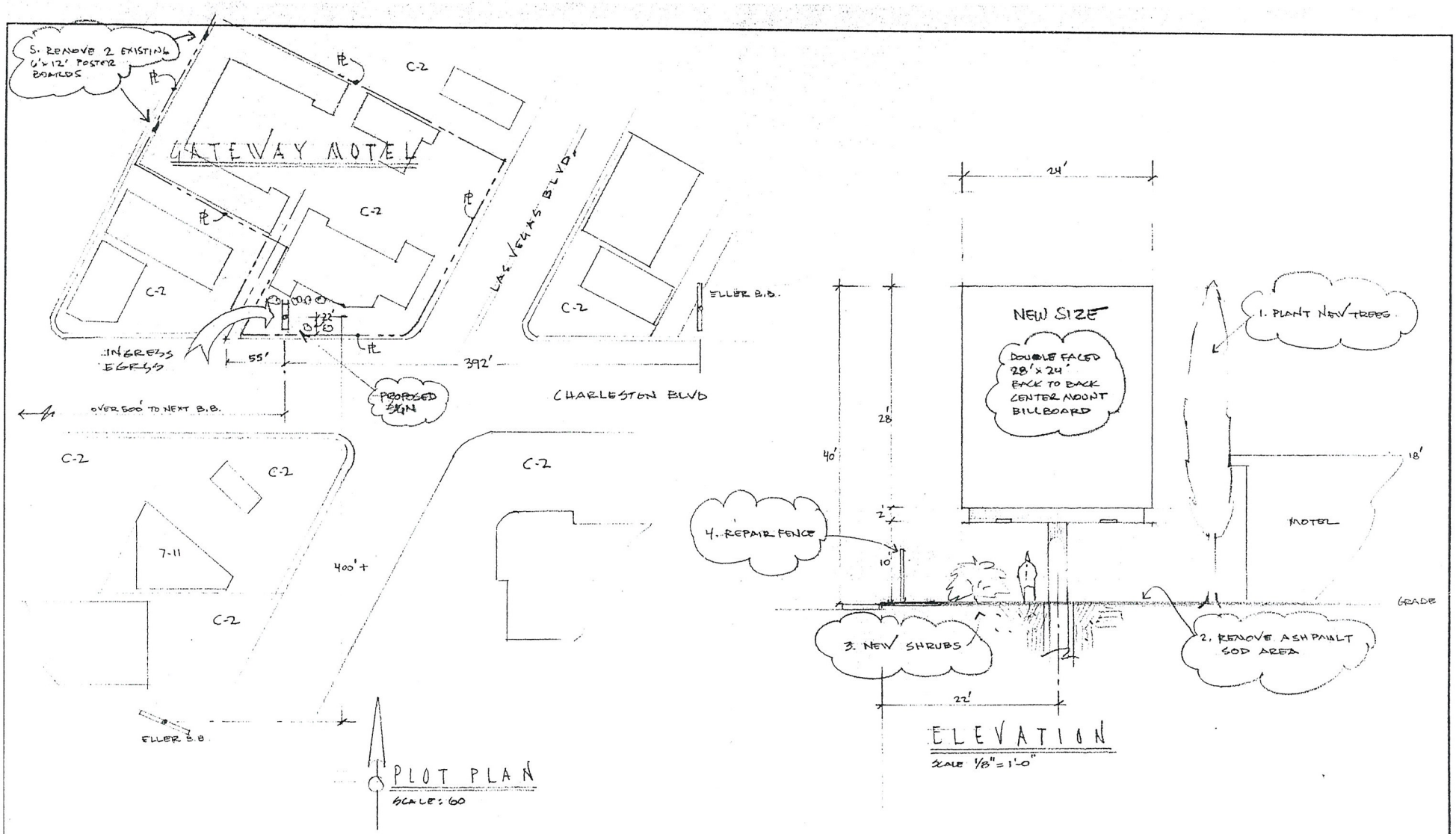
OCT 13 2009



REAGAN NATIONAL ADVERTISING

7181 S. INDUSTRIAL LV NV 89118 · 702-361-3904

OWNER: GATEWAY MOTEL 928 LVBS LV NV 89109		
SCALE: NOTED	APPROVED BY:	DRAWN BY LCC

RECEIVED RQR-36373
OCT 13 2009 12/17/09 PC

RQR-36373 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

RQR-36373 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

RQR-36373 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

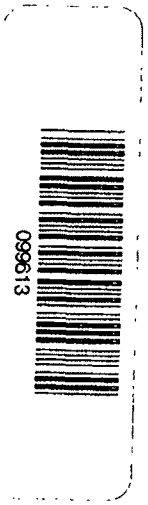
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

DOUGLAS A. SELBY
CITY MANAGER



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

January 14, 2009

Mr. David Jhwar
Gateway Motel, Inc.
PO Box 20453
Las Vegas, Nevada 89112-2453

RE: RQR-29727 – REQUIRED REVIEW
CITY COUNCIL MEETING OF DECEMBER 17, 2008

Dear Mr. Jhwar:

The City Council at a regular meeting held December 17, 2008 APPROVED the Required One-Year Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 24-FOOT X 28-FOOT OFF-PREMISE SIGN (BILLBOARD) at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 18, 2008. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Special Use Permit (U-0028-01), if approved.

2. This Special Use Permit shall be reviewed in one year, as close to 12-17-09 as possible. The applicant shall be responsible for notification costs of the review. At that time, the Billboard sign may be required to be removed.

3. The Off-Premise Sign (Billboard) 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 (Billboard).

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 (Billboard).

5. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0028-01) shall be expunged and a new Off-Premise Sign (Billboard) shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

RQR-36373

Printed with environmentally friendly soy ink.

12/17/09 PC

6. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Andy Bilanzich
Regan National Outdoor Advertising
1775 North Warm Springs Road
Salt Lake City, Utah 84116

RQR-36373
12/17/09 PC

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CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2010 JAN 11 A 10:27

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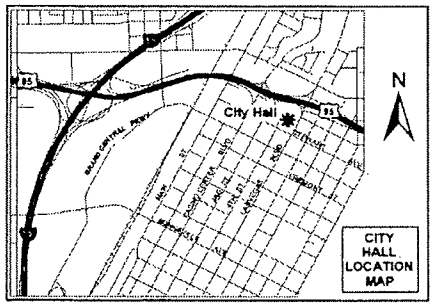
Official Notice of Public Hearing



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 Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-36373
City Council Meeting of 1/20/2010

WESTWIND TRUST
TINGEY DON C & JUDITH W TRS
2714 WESTWIND RD
LAS VEGAS NV 89146-5458

APN#13934410114

KAVOS11 89146

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

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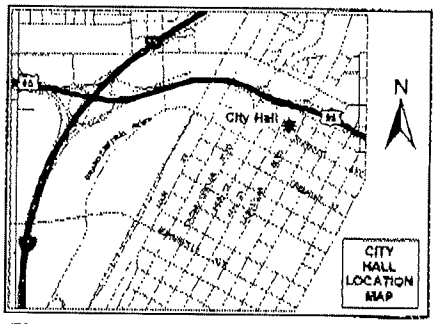

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Please use available blank space on card for your comments.

RQR-36373
City Council Meeting of 1/20/2010

BRUNS NICHOLAS A & YVONNE S
140 PRAIRIE LAKE RD
EAST DUNDEE IL 60118-9134

APN#13934412113

KAVOS11 60118

01/11/2010 17:36 18474263338 AMERICAN PACKAGING P 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

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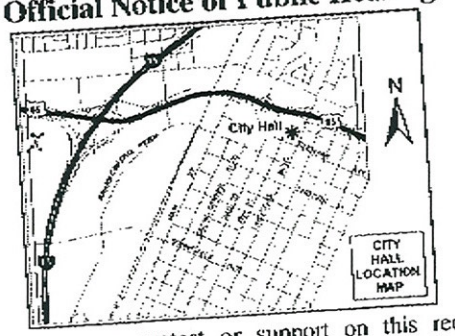
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-36373
Planning Commission Meeting of 12/17/2009

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Case: RQR-36373

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NEILLUKE L L C
3205 BERRY DR
STUDIO CITY CA 91604-4148

JAVDS11 91604

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DEC 18 2009

Submitted after meeting
Date 12/18/09 Item 18

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Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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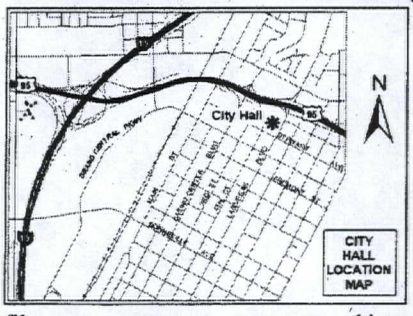

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RQR-36373

Planning Commission Meeting of 12/17/2009

Case: RQR-36373

13934410114
WESTWIND TRUST
2714 WESTWIND RD
LAS VEGAS NV 89146-5458

JAVD511 89146

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Development Services Center
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Las Vegas, Nevada 89101-2986

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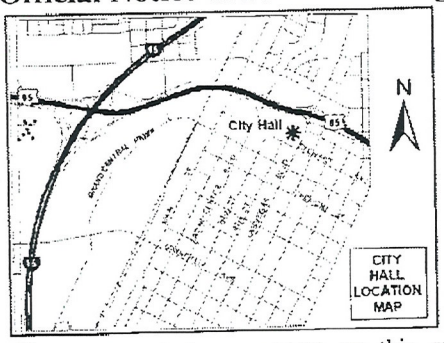

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☒ I OPPOSE this Request

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RQR-36373

Planning Commission Meeting of 12/17/2009

Case: RQR-36373

13934412084
SHEN JOHN CHEN & ANITA M
1214 BLUE HERON CIR
ANTIOCH IL 60002-6402

JAVDE11 60002

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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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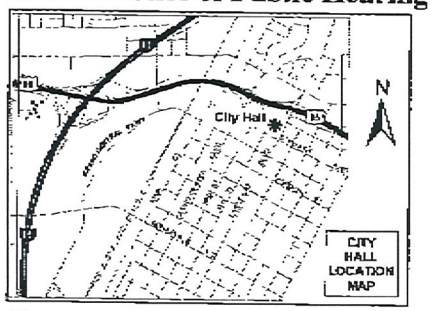

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-36373

Planning Commission Meeting of 12/17/2009

Case: RQR-36373
13934410151
KOPPE GREGORY A SEPARATE FAM TR
711 S 4TH ST #205
LAS VEGAS NV 89101-6763

JAVD511 89101

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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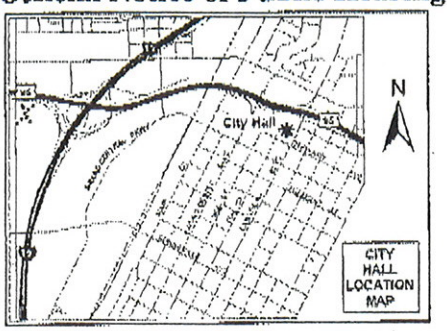

We don't need a new billboard in the area between downtown & Sahara. We're trying to Clean it up, not make it look trashy!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Case: RQR-36373
13934411014
JACKSON MICHAEL WILLIAM
2441 WHITE OAK DR
HOUSTON TX 77009-7321

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RQR-36373
Planning Commission Meeting of 12/17/2009

Submitted after final agenda
Date 12-17-09 PC Item 18P

JAVDS11 77009

12/15/2009 09:38 2818766158 NOBLE ENERGY PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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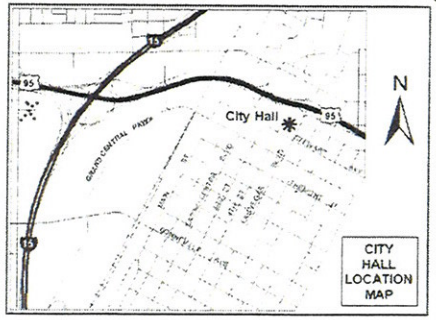

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-36373

Planning Commission Meeting of 12/17/2009

Case: RQR-36373

16203511003
PALENCAR MIA R REV TR AGMT
~~177 E RIVERSIDE AVE #924~~
~~NEWPORT BEACH CA 92663-4009~~
1103 S. 6th St
L.V. 89104

Submitted after final agenda
Date 12-17-09PC
Item 18P

JAVDS11 92663

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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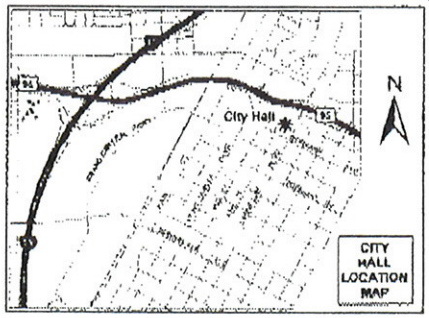

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-36373
Planning Commission Meeting of 12/17/2009

Case: RQR-36373
13934412113
BRUNS NICHOLAS A & YVONNE S
140 PRAIRIE LAKE RD
EAST DUNDEE IL 60118-9134

JAVDS11 6011A

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DEC 11 2009

Submitted after final agenda
Date 12-17-09PC Item 18P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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DEC 11 2009

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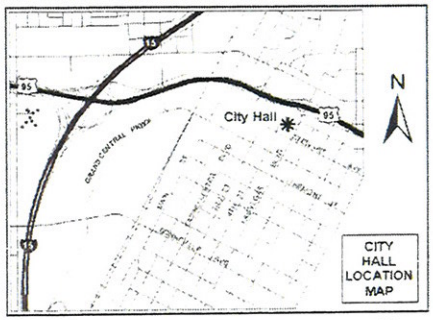

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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RQR-36373
Planning Commission Meeting of 12/17/2009

Case: RQR-36373
13934401004
R R PROPERTIES L L C
801 S 4TH ST
LAS VEGAS NV 89101-6708

JAVD511 89101

Submitted after final agenda
Date 12-17-09PC Item 18A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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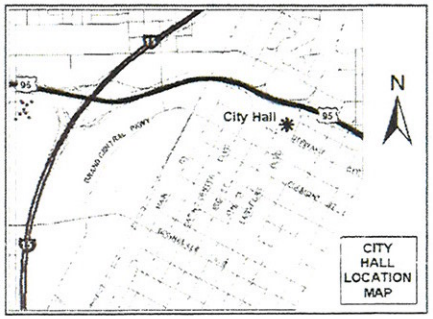

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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RQR-36373

Planning Commission Meeting of 12/17/2009

Case: RQR-36373

13934410142
R R PROPERTIES L L C
801 S FOURTH STREET
LAS VEGAS NV 89101-6708

JAVD511 89101

Submitted after final agenda
Date 12-17-09PC
Item 18A

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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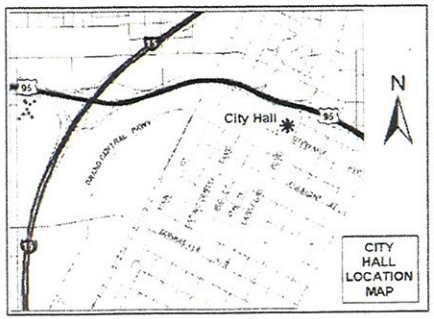
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-36373

Planning Commission Meeting of 12/17/2009

Case: RQR-36373
13934410143
R R PROPERTIES L L C
801 S FOURTH ST
LAS VEGAS NV 89101-6708

JAVOS11 89101

Submitted after final agenda
Date 12-17-09PC
Item 18A

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

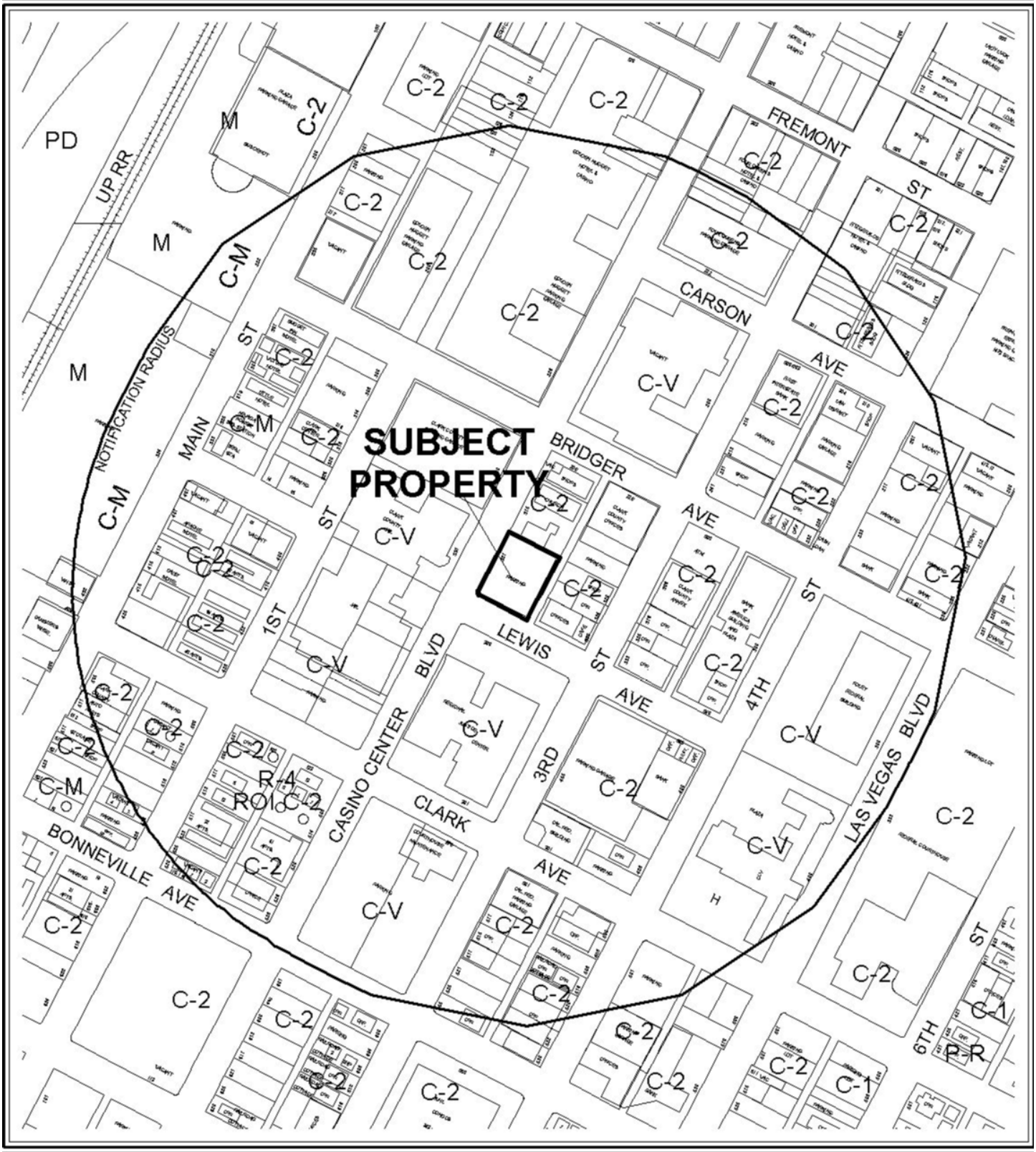
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36551 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC - Request for a Special Use Permit FOR A PROPOSED 1,079 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #105 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letters



0 300 600 Feet

CASE: **SUP-36551**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-36551**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36551 - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Bailbond Service 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. No temporary signage such as; banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining items or devices shall be displayed upon the subject property without appropriate permits.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Bailbond Service located at 321 South Casino Center Boulevard, Suite #105 in the ground level commercial portion of the Lewis Center Parking Garage. The applicant is proposing to operate a 1,079 square-foot Bailbond Service office at the subject location. Currently, the site consists of 17,900 square feet of vacant multi-tenant spaces within a commercial center located within the Office Core District of the Downtown Centennial Plan. The Office Core District is the primary area of legal and court-related professional functions. The proposed Bailbond Service is compatible and harmonious with the existing surrounding land uses, and is located within close proximity of the courthouse and other judicial facilities found in the Office Core District; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
01/24/63	The Board of City Commissioners approved zoning request (Z-0159-62) from C-1 (Limited Commercial) to C-2 (General Commercial) on the subject site. The Planning Commission recommended approval on 01/22/63.
02/19/03	The City Council approved a Site Development Plan Review (SDR-1298) for a proposed eight level parking garage with 17,959 square feet of ground level retail. Planning Commission and staff recommended approval.
10/01/03	The City Council approved a General Plan Amendment (GPA-2497) to amend the City of Las Vegas Downtown Development Plan Map (Map 9) of the Las Vegas Redevelopment Plan from Industrial to Commercial and from Industrial to Mixed Use for properties bounded by Charleston Boulevard to the north, Third Street to the east, Commerce Street to the west and Colorado Street to the south, including the subject site. Planning Commission and staff recommended approval.
01/05/05	The City Council approved an Extension of Time (EOT-5631) for a previously approved Site Development Plan Review (SDR-1298) for a proposed eight-level parking garage with 17,959 square feet of ground level retail. Staff recommended approval.
02/21/07	The City Council approved a Special Use Permit (SUP-18695) for a Bailbond Service at the northeast corner of Casino Center Boulevard and Lewis Avenue. Planning Commission and staff recommended approval.
03/21/07	The City Council approved a request for a Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. Planning Commission and staff recommended approval.

05/07/08	The City Council approved request for an Extension of Time (EOT-27576) for an approved Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. Staff recommended approval.
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #19/ao).
Related Building Permits/Business Licenses	
05/03/05	A building permit (#05002805) was issued for Certificate of Completion for a Parking Garage at 321 South Casino Center Boulevard under plan check number C-127-03. Related permits were issued for electrical, plumbing, and on-sites hardscapes for the subject site under this plan check number. A final inspection was completed on 07/10/07.
11/30/06	A permit for Civil Improvement Plans (#18394) was issued for Lewis Center Parking Garage.
07/27/09	A business license (P02-01067) was issued for a parking lot at 321 south Casino Center. The business license is still active.
10/15/09	A business license (P02-01068) was issued for a parking lot at 321 south Casino Center. The business license is still active.
Pre-Application Meeting	
10/13/09	A pre-application meeting was held and the application requirements for a Special Use Permit for a Bailbond Service were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
11/12/09	During a routine site inspection staff observed: • There is adequate space for the proposed location of the facility; the facility will not interfere with on-site parking or circulation. • The subject site contains a commercial shopping plaza with mainly vacant multi-tenant spaces.

Details of Application Request	
Site Area	
Gross Acres	.56

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Parking Garage	C (Commercial)	C-2 (General Commercial)
North	Church	C (Commercial)	C-2 (General Commercial)
South	Regional Justice Center	PF (Public Facility)	C-V (Civic)
East	Offices, Retail	C (Commercial)	C-2 (General Commercial)
West	Clark County Detention Center	PF (Public Facility)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Redevelopment Plan Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Overlay District	X		Y
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

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	122 Feet	Yes
Min. Setbacks • Front • Side • Corner • Rear	 Zero Lot Line 10 Feet 15 Feet 20 Feet	 Zero Lot Line Zero Feet 18 Feet Zero Feet	 Yes Yes* Yes Yes*
Max. Lot Coverage	NA	100%	NA
Max. Building Height	NA	120 Feet	NA
Trash Enclosure	Screened	Screened	Y
Mech. Equipment	Screened	Screened	Y

*Waivers of the Downtown Centennial Plan were granted to address side and rear setback deficiencies with the Approval of SDR-1298.

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	*Base Parking Requirement*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
General Retail	17,900 SF	1/175	102	1	413	10	Y
Bailbond Service	2,703 SF	1/300	9				
TOTAL			**112**		**423**		

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. The above table is used to illustrate the requirements of an analogous project in another location in the City.

ANALYSIS

This is a request for a Special Use Permit for a Bailbond Service office within an existing 17,900 square-foot multi-tenant commercial center located at 321 South Casino Center Boulevard, Suite #105. The subject site is located in the Office Core district of the Downtown Centennial Plan. Development within this overlay district is exempt from the automatic application of the standard parking requirements. The proposed use as a Bailbond Service requires a Special Use Permit within the C-2 (General Commercial) zone. There are no special conditions or minimum requirements related to the proposed use as a Bailbond Office. The proposed use is compatible and harmonious with the existing surrounding land uses and meets Title 19 requirements; therefore, staff recommends approval.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The surrounding land use is intended for this and other similar types of office, commercial, and retail uses. The proposed use as a Bailbond Service is harmonious with the surrounding development. The location of the proposed business adjacent to the Regional Justice Center is further appropriate to the Bailbond use.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The site is physically suitable for the type and intensity of land use proposed, as this area of downtown is designated for this and other similar uses.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

The proposed Bailbond Service will be within the ground level commercial portion of a parking garage structure that will be accessed solely from Casino Center Boulevard, which is identified on the Master Plan of Streets and Highways as an 80-foot Secondary Collector. This road has adequate capacity to serve 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."**

   The proposed Bailbond Service is a state licensed business and the site would be subject to inspections. Therefore, approved would not compromise public health and safety.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use will conform to all conditions of Title 19.04 associated with the propose Bailbond Service use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 69 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: CASINO CENTER PARKING PLAZA

Project Address (Location) 321 S. CASINO CENTER #105

Project Name LEWIS ST. GARAGE **Proposed Use** BAIL BONDS

Assessor's Parcel #(s) 139-34-201-020 **Ward #** 3

General Plan: existing X proposed X **Zoning:** existing C-2 proposed _____

Commercial Square Footage 1079 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER OAK BROOK REALTY & INVESTMENTS III LLC **Contact** KEVIN PLENCNER

Address 1000 ROYCE **Phone:** 630-268-4000 **Fax:** 630-268-4444

City OAK BROOK TERRACE **State** IL **Zip** 60181

E-mail Address KVPLNCH@AOL.COM

APPLICANT OAK BROOK REALTY & INVESTMENTS III LLC **Contact** _____

Address SAME AS ABOVE **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE KEVIN PLENCNER **Contact** _____

Address SAME AS ABOVE **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 KEVIN PLENCNER

Subscribed and sworn before me

This 23rd day of NOV., 20 09

Karen S. Stupeck

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KAREN S. STUPECK
Appt. No. 08-8027-1
My Appt. Expires June 4, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-36551
Meeting Date:	12-17-09
Total Fee:	1030.00
Date Accepted:	11/2/09
Accepted By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36551** APN: _____

Name of Property Owner: OAK BROOK REALTY & INVESTMENTS II, LLC

Name of Applicant: OAK BROOK REALTY & INVESTMENTS II, LLC

Name of Representative: KEVIN PCENCNER

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: KEVIN PCENCNER

Subscribed and sworn before me

This 23rd day of NOV., 2009

Karen S. Stupeck

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KAREN S. STUPECK
Appt. No. 08-8027-1
My Appt. Expires June 4, 2012

TENANT IMPROVEMENT FOR UNIT #105
LOCATED AT THE FIRST FLOOR OF
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA

OAKBROOK REALTY & INVESTMENT, LLC
8100 ROYCE BOULEVARD
OAKBROOK TERRACE, IL 60181

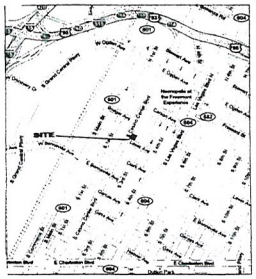
ARCHITECT
PRINCIPAL DESIGN PROFESSIONAL
THOMAS J. O'NEILL
ARCHITECTURE DESIGN & DEVELOPMENT
2160 W. CHARLESTON BLVD.
SUITE J
LAS VEGAS, NV 89102
TELEPHONE: 702-382-0427
FAX: 702-382-9952
EMAIL: add@lvcm.com

MECHANICAL & PLUMBING ENGINEER
MOE KAZEMEINI, MSME, P.E.
PRECISION DESIGN GROUP
6275 MCLEOD DRIVE
SUITE 6
LAS VEGAS, NV 89120
TELEPHONE: 702-307-0912
FAX: 702-307-0913
EMAIL: moe@pd-group.net

ELECTRICAL ENGINEER
NOSRAT ROUHANI, P.E.
NRC ENGINEERS, INC.
3320 WYNN ROAD
SUITE D
LAS VEGAS, NV 89102
TELEPHONE: 702-248-1592
FAX: 702-3248-1593
EMAIL: nosrat@nrceng.com

GENERAL CONTRACTOR
RICK RAINEY
MILLENNIUM CONSTRUCTION INC.
3900 S. HUALAPAI WAY
SUITE 140
LAS VEGAS, NV 89147
TELEPHONE: 702-533-6423
FAX: 702-688-6438
EMAIL: rickrainey@mcinv.net

VICINITY MAP



GENERAL NOTES

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETELY FAMILIARIZE HIMSELF WITH THESE PLANS AND THE EXISTING SITE CONDITIONS AND TO VERIFY ALL DETAILS WITH THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
2. ANY DEVIATIONS FROM STAMPED AND APPROVED CONTRACT DOCUMENTS WITHOUT PROPER WRITTEN NOTIFICATION TO THE ARCHITECT WILL VOID THE ARCHITECTS RESPONSIBILITY FOR THE PROJECT.
3. INDICATED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS-DO NOT SCALE DRAWINGS.
4. WHERE NECESSARY, THE SUB-CONTRACTOR IS TO PROVIDE LINE DIAGRAMS, LOAD CALCULATIONS, SHOP DRAWINGS, ETC. TO THE ARCHITECT FOR APPROVAL AND FOR ANY CHANGES AND OR SUBMITTAL
5. ALL WORK SHALL EQUAL OR EXCEED ALL CURRENT BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, FIRE SAFETY, AND ZONING CODE ISSUES.
6. THE CONTRACTOR SHALL DIRECT ALL INQUIRIES TO THE ARCHITECT REGARDING PLAN CLARIFICATIONS AND SUBMITTALS.
7. CONSTRUCTION TECHNIQUES SHALL CONFORM WITH ALL LOCAL CODES AND ALL APPLICABLE HANDICAPPED ACCESSIBILITY CODEDS (FEDERAL AND LOCAL)
8. ALL PRODUCTS AND SYSTEMS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OR DETAILS.
9. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CHECK AND VERIFY ALL DIMENSIONS BRFORE STARTING CONSTRUCTION
10. FAILURE TO COMPLY WITH THE ABOVE GENERAL NOTES AND THE CONSTRUCTION DOCUMENTS WILL VOID THE ARCHITECTS RESPONSIBILITY FOR SAID PART OR MEANING OF THE ABOVE NOTES. FAILURE TO MAKE THE ARCHITECT AWARE OF AND /OR FAILURE TO SUBMIT TO THE ARCHITECT FOR APPROVAL ANY CHANGES, SUBMITTALS, REVISIONS TO CONSTRUCTION DOCUMENTS SHALL ALSO VOID THE ARCHITECTS RESPONSIBILITY FOR SAID CHANGES, SUBMITTALS OR REVISIONS.
11. ALL FINISHES ARE OWNER SELECT U.N.O

CODE ANALYSIS

SCOPE OF WORK: BUILDING PERMIT FOR BAILBONDS OFFICE TENANT IMPROVEMENT OF UNIT #105 AT EXISTING GROUND LEVEL OF EXISTING GARAGE BUILDING.

CODES USED: 2006 I.B.C., 2006 IECC/IPC/IMC, 2005 NEC, ICC/ANSI A117.1-2003

ZONING: C-1/C-2 DOWNTOWN OVERLAY

GROSS SITE AREA: 24,500 SQ. FT.

EXISTING BUILDING CONSTRUCTION TYPE: 1A

NEW T.I. SHELL CONSTRUCTION TYPE: 1A

OCCUPANCY GROUP: B (BUSINESS)

FLOOR AREA

TENANT #105 = 1,079 SQ. FT.

ALLOWABLE FLOOR AREA (PER I.B.C. TABLE 503): UNLIMITED

OCCUPANCY LOADS (BUSINESS @ 1 PER 100 SQ FT.):

TENANT #105 = 11

EXITS REQ'D & PROVIDED (PER I.B.C. TABLE 1016.1): 2

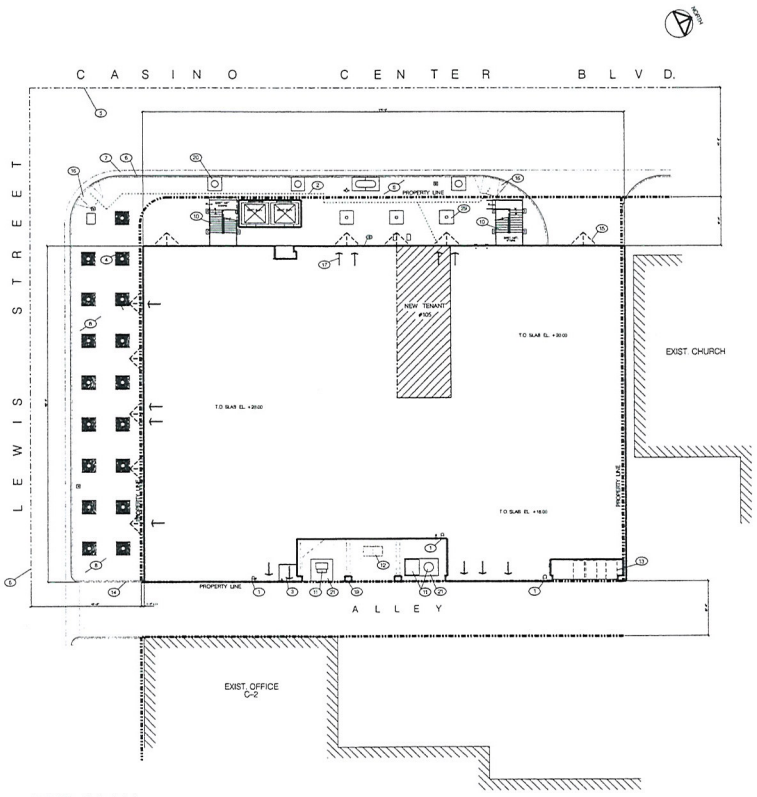
FIRE SPRINKLERS: PROVIDED @ GROUND FLOOR

PARKING REQ'D: 1,079 SQ. FT. @ 1/1000 = 5 SPACES

PARKING PROVIDED: 426 SPACES PROVIDED (INCLUDING 8 REGULAR HC SPACES & 2 VAN HC SPACES

PLUMBING ANALYSIS

AREA	OCCUPANCY	# OF OCCUPANTS	M.W.C.	W.W.C.	U.W.C.	M.LAV.	W.LAV.	U.LAV.
COMMON AREA	NA	1	0	0	1	0	0	1
TENANT #100	B	17	0 FUTURE	0 FUTURE	2 FUTURE	0 FUTURE	0 FUTURE	2 FUTURE
TENANT #105	B	11	1 UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #110	B	11	1 FUTURE UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #115	B	8	1 FUTURE UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					



SITE PLAN

1" = 20'

KEYNOTES

1. EXIST. DRAINS FROM ABOVE
2. ACCESSIBLE HC ROUTE
3. EXIST. FIRE RISER RM.
4. EXIST. CAST IRON GRATES AT EXIST. TREE WELLS
5. CENTERLINE OF STREET
6. EXIST. CONC. CURB
7. EXIST. CONC. GUTTER
8. EXIST. CONC. SIDEWALK
9. NOT USED
10. EXIST. STAIRS
11. EXIST. NEVADA POWER EQUIP.
12. EXIST. NEVADA POWER STEEL HATCH (AT GRADE) FOR ACCESS TO VAULT
13. TRASH CONTAINERS
14. EXIST TOP OF CONC. CURB IS FLUSH W/EXIST. TOP OF ALLEY SURFACE
15. EXIST. BANNER FRAME ABOVE
16. EXIST. HC CURB RAMP
17. LOCATION OF EXIST. EXIT DOORS
18. NOT USED
19. EXIST. CONC. COL.
20. EXIST. CONC. GRATES AT EXIST. TREE
21. EXIST. 6" HIGH CONC. PAD FOR EQUIP.

LIST OF DRAWINGS

A-1 EXISTING SITE PLAN
A-2 EXISTING FIRST FLOOR PLAN
A-3 NEW TENANT IMPROVEMENT FLOOR PLAN, REFLECTED CEILING PLAN, SCHEDULES & DETAILS
A-4 HANDICAPP ACCESSIBLE DETAILS & SPECS
A-5 DETAILS

M1.01 MECHANICAL PLAN
P1.01 PLUMBING PLAN
EQ.01 SPECIFICATIONS & LEGEND
E1.01 ELECTRICAL PLAN

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NOV - 2 2009

REVISIONS	BY

TENANT IMPROVEMENT FOR UNIT #105
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV

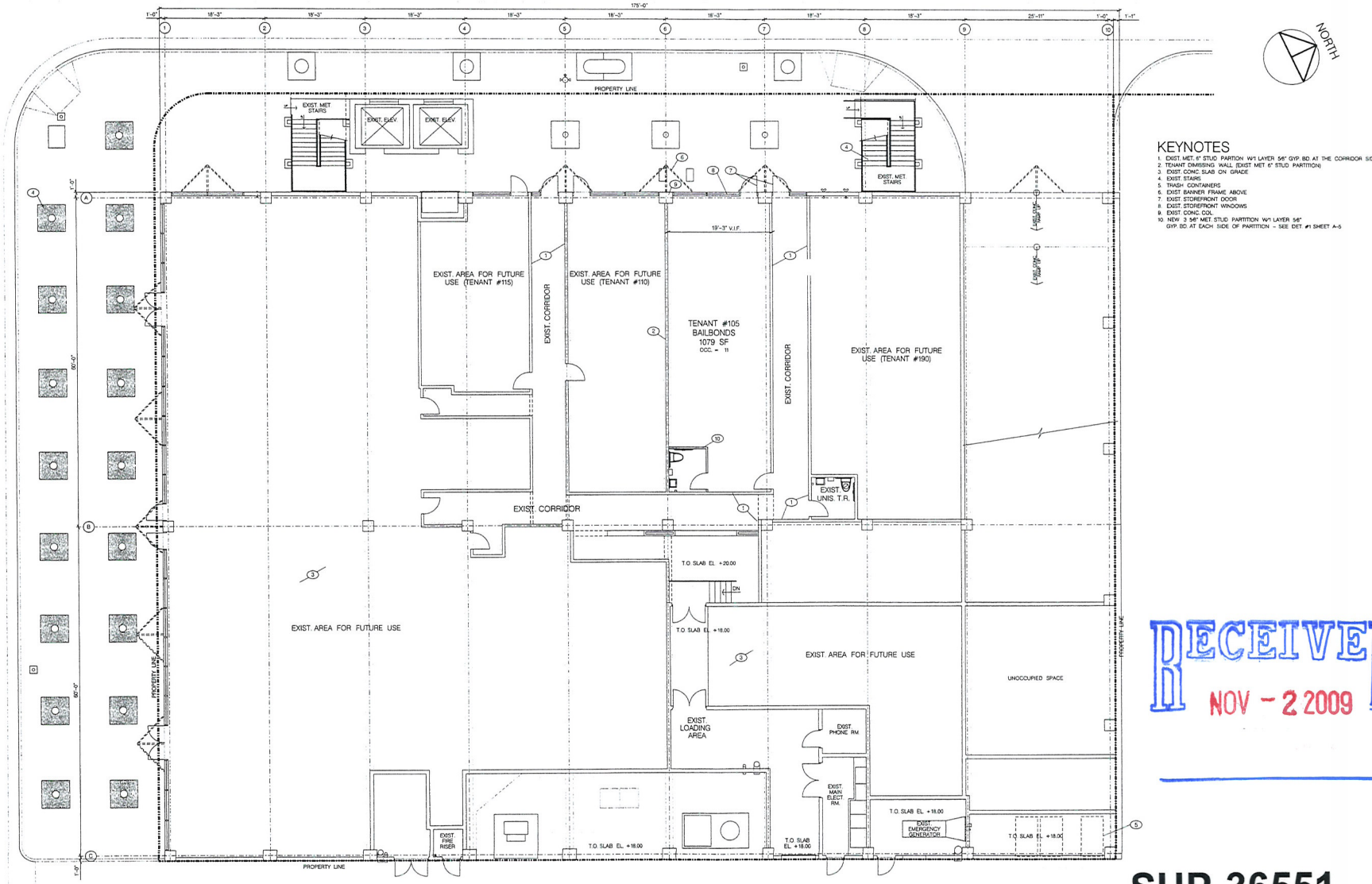
OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE DESIGN AND DEVELOPMENT
702-382-0427
fax. 382-9952
2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

SITE PLAN, NOTES & LIST OF DRAWINGS

Date: 8 /3 /09
Scale: 1" = 20'-0"
Drawn:
Job:
Sheet: A-1 OF

SUP-36551
12/17/09 PC



KEYNOTES

1. EXIST. MET. 6" STUD. PARTION W/1 LAYER 5/8" GYP. BD. AT THE CORRIDOR SIDE
2. TENANT DIMISSING WALL. (EXIST MET. 6" STUD. PARTITION)
3. EXIST. CONC. SLAB ON GRADE
4. EXIST. STAIRS
5. TRASH CONTAINERS
6. EXIST. BANNER FRAME ABOVE
7. EXIST. STOREFRONT DOOR
8. EXIST. STOREFRONT WINDOWS
9. EXIST. CONC. COL.
10. NEW. 3 5/8" MET. STUD PARTITION W/1 LAYER 5/8" GYP. BD. AT EACH SIDE OF PARTITION – SEE DET. #1 SHEET A-5

NORTH

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NOV - 2 2009

SUP-36551
12/17/09 PC

FIRST FLOOR PLAN
1/8" = 1'-0"

REVISIONS	BY

TENANT IMPROVEMENT FOR UNIT #105
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV

OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE
DESIGN AND
DEVELOPMENT

702-382-0427
fax. 382-6952

3760 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

EXISTING FIRST FLOOR PLAN

Date: 8 /3 /09
Scale: 1/8" = 1'-0"
Drawn:
Job:
Sheet: A-2 OF

SUP-36551 - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC
321 SOUTH CASINO CENTER BOULEVARD, SUITE #105
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

SUP-36551 - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC
321 SOUTH CASINO CENTER BOULEVARD, SUITE #105
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

OAKBROOK
REALTY AND INVESTMENT,
LLC

October 29, 2009

Las Vegas Redevelopment Agency
City Hall
400 Stewart Ave
2nd Floor
Las Vegas, NV 89101

Re: Justification Letter

Dear Planning and Development Department,

We are submitting a special use permit application for a bail bonds office at 321 S. Casino Center, #105.

Our original special use permit for #105 expired in March, because of delays in getting plans completed for the building permit. We inherited the original special use approval through our purchasing of the property last year. The criteria of harmonious and compatibility with the surrounding neighborhood, type and intensity of the proposal and public, health and welfare has not changed since the original special use approval that expired.

Please call me at 847-609-4663 with any questions.

Sincerely,

Kevin Plencner

RECEIVED
NOV - 2 2009

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

SUP-36551
12/17/09 PC

OAKBROOK
REALTY AND INVESTMENT,
LLC

October 30, 2009

RE: Parking Requirements Special Use Permit

To Whom It May Concern:

#105, is the first floor of a multi story parking garage which has a total of 419 parking spaces. In regard to ADA requirements, access for the handicapped is provided via ramps and elevators.

Sincerely,

Kevin Plencner

RECEIVED
NOV - 2 2009

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

SUP-36551
12/17/09 PC

SUP- 36551

OAKBROOK REALTY AND INVESTMENT, LLC

November 2, 2009

Re: 321 Casino center Suite 110 Parking Provisions

To Whom It May Concern:

Suite 110 (1024 square feet) is located on the first floor of a six story mixed use parking/ food service/ retail structure. The first floor is mixed use food service, retail and office. The remaining five floors provide 419 parking spaces of which 10 are designated as handicap accessible parking.

All handicap accessible parking spaces are easily reached by two elevators which are within 20 feet of the handicap accessible spaces on each level. These elevators are equipped with standby power from an emergency generator which has already been installed and is fully operational.

There are 10 handicap accessible spaces within the garage. There are the 2 closest spaces to the elevators on each level; levels 2-6. ADA requires a minimum of 9 for a facility with 401 to 500 spaces.

Please call me at 847-609-4663 with any questions.

Sincerely,

Kevin Plencner

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

SUP-36551
REVISED
12/17/09 PC

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

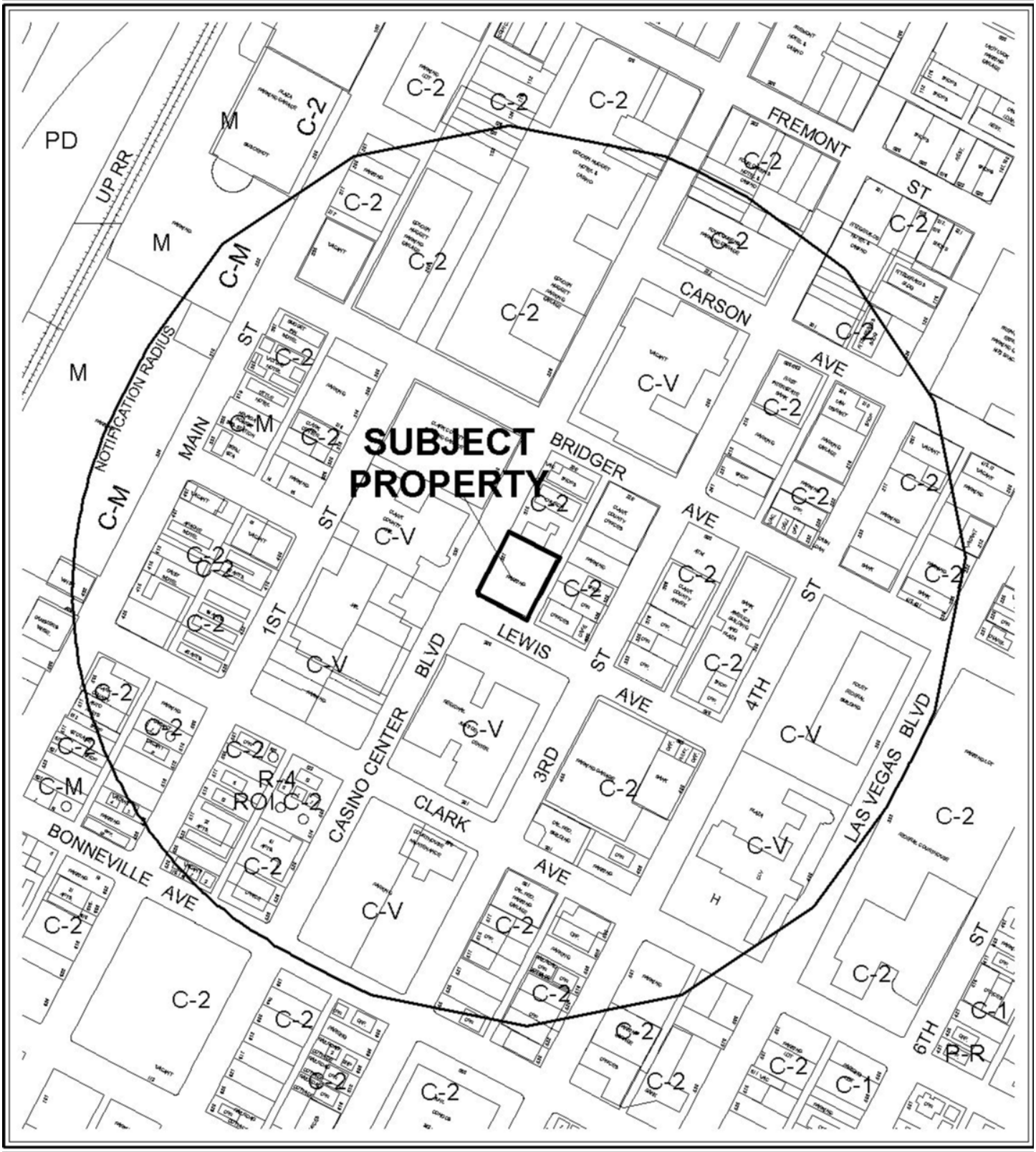
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36552 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC - Request for a Special Use Permit FOR A PROPOSED 1,624 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #110 and #115 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letters



0 300 600 Feet

CASE: **SUP-36552**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-36552**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36552 - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Bailbond Service 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. No temporary signage such as; banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining items or devices shall be displayed upon the subject property without appropriate permits.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Bailbond Service located at 321 South Casino Center Boulevard, Suite #110 and #115 in the ground level commercial portion of an existing parking garage. The applicant is proposing to operate a 1,624 square-foot Bailbond Service office at the subject location. Currently, the site consists of 17,900 square feet of vacant multi-tenant spaces within a commercial center located within the Office Core District of the Downtown Centennial Plan. The Office Core District is the primary area of legal and court-related professional functions. The proposed Bailbond Service is compatible and harmonious with the existing surrounding land uses, and is located within close proximity of the courthouse and other judicial facilities found in the Office Core District; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
01/24/63	The Board of City Commissioners approved zoning request (Z-0159-62) from C-1 (Limited Commercial) to C-2 (General Commercial) on the subject site. The Planning Commission recommended approval on 01/22/63.
02/19/03	The City Council approved a Site Development Plan Review (SDR-1298) for a proposed eight level parking garage with 17,959 square feet of ground level retail. Planning Commission and staff recommended approval.
10/01/03	The City Council approved a General Plan Amendment (GPA-2497) to amend the City of Las Vegas Downtown Development Plan Map (Map 9) of the Las Vegas Redevelopment Plan from Industrial to Commercial and from Industrial to Mixed Use for properties bounded by Charleston Boulevard to the north, Third Street to the east, Commerce Street to the west and Colorado Street to the south, including the subject site. Planning Commission and staff recommended approval.
01/05/05	The City Council approved an Extension of Time (EOT-5631) for a previously approved Site Development Plan Review (SDR-1298) for a proposed eight-level parking garage with 17,959 square feet of ground level retail. Staff recommended approval.
02/21/07	The City Council approved a Special Use Permit (SUP-18695) for a Bailbond Service at the northeast corner of Casino Center Boulevard and Lewis Avenue. Planning Commission and staff recommended approval.
03/21/07	The City Council approved a request for a Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. Planning Commission and staff recommended approval.

05/07/08	The City Council approved request for an Extension of Time (EOT-27576) for an approved Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. Staff recommended approval.
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #20/ao).
Related Building Permits/Business Licenses	
05/03/05	A building permit (#05002805) was issued for Certificate of Completion for a Parking Garage at 321 South Casino Center Boulevard under plan check number C-127-03. Related permits were issued for electrical, plumbing, and on-sites hardscapes for the subject site under this plan check number. A final inspection was completed on 07/10/07.
11/30/06	A permit for Civil Improvement Plans (#18394) was issued for Lewis Center Parking Garage.
07/27/09	A business license (P02-01067) was issued for a parking lot at 321 south Casino Center. The business license is still active.
10/15/09	A business license (P02-01068) was issued for a parking lot at 321 south Casino Center. The business license is still active.
Pre-Application Meeting	
10/13/09	A pre-application meeting was held and the application requirements for a Special Use Permit for a Bailbond Service were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
11/12/09	During a routine site inspection staff observed: • There is adequate space for the proposed location of the facility; the facility will not interfere with on-site parking or circulation. • The subject site contains a commercial shopping plaza with mainly vacant multi-tenant spaces.

Details of Application Request	
Site Area	
Gross Acres	.56

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Parking Garage	C (Commercial)	C-2 (General Commercial)
North	Church	C (Commercial)	C-2 (General Commercial)
South	Regional Justice Center	PF (Public Facility)	C-V (Civic)
East	Offices, Retail	C (Commercial)	C-2 (General Commercial)
West	Clark County Detention Center	PF (Public Facility)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Redevelopment Plan Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Overlay District	X		Y
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

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	122 Feet	Yes
Min. Setbacks • Front • Side • Corner • Rear	 Zero Lot Line 10 Feet 15 Feet 20 Feet	 Zero Lot Line Zero Feet 18 Feet Zero Feet	 Yes Yes* Yes Yes*
Max. Lot Coverage	NA	100%	NA
Max. Building Height	NA	120 Feet	NA
Trash Enclosure	Screened	Screened	Y
Mech. Equipment	Screened	Screened	Y

*Waivers of the Downtown Centennial Plan were granted to address side and rear setback deficiencies with the Approval of SDR-1298.

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	*Base Parking Requirement*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
General Retail	17,900 SF	1/175	102	1	413	10	Y
Bailbond Service	2,703 SF	1/300	9				
TOTAL			**112**		**423**		

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. The above table is used to illustrate the requirements of an analogous project in another location in the City.

ANALYSIS

This is a request for a Special Use Permit for a Bailbond Service office within an existing 17,900 square-foot multi-tenant commercial center located at 321 South Casino Center Boulevard, Suite #105. The subject site is located in the Office Core district of the Downtown Centennial Plan. Development within this overlay district is exempt from the automatic application of the standard parking requirements. The proposed use as a Bailbond Service requires a Special Use Permit within the C-2 (General Commercial) zone. There are no special conditions or minimum requirements related to the proposed use as a Bailbonds office. The proposed use is compatible and harmonious with the existing surrounding land uses and meets Title 19 requirements; therefore, staff recommends approval.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The surrounding land use is intended for this and other similar types of office, commercial, and retail uses. The proposed use as a Bailbond Service is harmonious with the surrounding development. The location of the proposed business adjacent to the Regional Justice Center is further appropriate to the Bailbond use.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The site is physically suitable for the type and intensity of land use proposed, as this area of downtown is designated for this and other similar uses.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The proposed Bailbond Service will be within the ground level commercial portion of a parking garage structure that will be accessed solely from Casino Center Boulevard, which is identified on the Master Plan of Streets and Highways as an 80-foot Secondary Collector. This road has adequate capacity to serve 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."**

   The proposed Bailbond Service is a state licensed business, and the site would be subject to inspections. Therefore, approved would not compromise public health and safety.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use will conform to all conditions of Title 19.04 associated with the proposed Bailbond Service use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 69 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: CASINO CENTER PARKING PLAZA

Project Address (Location) 321 S. CASINO CENTER #110-115

Project Name LEWIS ST. GARAGE **Proposed Use** BAIL BONDS

Assessor's Parcel #(s) 139-34-201-020 **Ward #** 3

General Plan: existing X proposed X **Zoning:** existing C-2 proposed _____

Commercial Square Footage 1624 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER OAK BROOK REALTY & INVESTMENT II, LLC **Contact** KEVIN PLENCHER

Address 1000 ROYCE **Phone:** 630-268-4000 **Fax:** 630 268 4444

City OAKBROOK TERRACE **State** IL **Zip** 60181

E-mail Address KVPLNCH@AOL.COM

APPLICANT OAK BROOK REALTY & INVESTMENTS II, LLC **Contact** K

Address SAME AS ABOVE **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE KEVIN PLENCHER **Contact** _____

Address SAME AS ABOVE **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* K-2

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name KEVIN PLENCHER

Subscribed and sworn before me

This 23rd day of NOV., 2009

Karen S. Stupek

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KAREN S. STUPEK
Appt. No. 08-8027-1
My Appt. Expires June 4, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-36552
Meeting Date:	12/17/09
Total Fee:	1,030.00
Date Accepted:	11/2/09
Accepted By:	

The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-36552 APN: _____

Name of Property Owner: OAK BROOK REALTY & INVESTMENTS II, LLC

Name of Applicant: OAK BROOK REALTY & INVESTMENTS II, LLC

Name of Representative: KEVIN PLENCNER

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: K-2

Print Name: KEVIN PLENCNER

Subscribed and sworn before me

This 23rd day of NOV., 2009

Karen S. Stupeck

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KAREN S. STUPECK
Appt. No. 08-8027-1
My Appt. Expires June 4, 2012

TENANT IMPROVEMENT FOR UNIT #110
LOCATED AT THE FIRST FLOOR OF
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA

OAKBROOK REALTY & INVESTMENT, LLC
8100 ROYCE BOULEVARD
OAKBROOK TERRACE, IL 60181

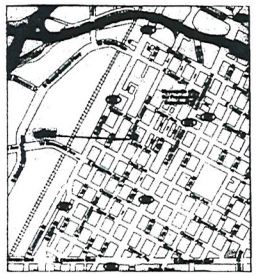
ARCHITECT
PRINCIPAL DESIGN PROFESSIONAL
THOMAS J. O'NEILL
ARCHITECTURE DESIGN & DEVELOPMENT
2160 W. CHARLESTON BLVD.
SUITE J
LAS VEGAS, NV 89102
TELEPHONE: 702-382-0427
FAX: 702-382-9952
EMAIL: add@lvcm.com

MECHANICAL & PLUMBING ENGINEER
MOE KAZEMEINI, MSME, P.E.
PRECISION DESIGN GROUP
6275 MCLEOD DRIVE
SUITE 6
LAS VEGAS, NV 89120
TELEPHONE: 702-307-0912
FAX: 702-307-0913
EMAIL: moe@pd-group.net

ELECTRICAL ENGINEER
NOSRAT ROUHANI, P.E.
NRC ENGINEERS, INC.
3320 WYNN ROAD
SUITE D
LAS VEGAS, NV 89102
TELEPHONE: 702-248-1592
FAX: 702-3248-1593
EMAIL: nosrat@nrceng.com

GENERAL CONTRACTOR
RICK RAINEY
MILLENNIUM CONSTRUCTION INC.
3900 S. HUALAPAI WAY
SUITE 140
LAS VEGAS, NV 89147
TELEPHONE: 702-533-6423
FAX: 702-688-6438
EMAIL: rickrainey@mcinv.net

VICINITY MAP



GENERAL NOTES

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETELY FAMILIARIZE HIMSELF WITH THESE PLANS AND THE EXISTING SITE CONDITIONS AND TO VERIFY ALL DETAILS WITH THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
2. ANY DEVIATIONS FROM STAMPED AND APPROVED CONTRACT DOCUMENTS WITHOUT PROPER WRITTEN NOTIFICATION TO THE ARCHITECT WILL VOID THE ARCHITECTS RESPONSIBILITY FOR THE PROJECT.
3. INDICATED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS-DO NOT SCALE DRAWINGS.
4. WHERE NECESSARY, THE SUB-CONTRACTOR IS TO PROVIDE LINE DIAGRAMS, LOAD CALCULATIONS, SHOP DRAWINGS, ETC. TO THE ARCHITECT FOR APPROVAL AND FOR ANY CHANGES AND OR SUBMITTAL
5. ALL WORK SHALL EQUAL OR EXCEED ALL CURRENT BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, FIRE SAFETY, AND ZONING CODE ISSUES.
6. THE CONTRACTOR SHALL DIRECT ALL INQUIRES TO THE ARCHITECT REGARDING PLAN CLARIFICATIONS AND SUBMITTALS.
7. CONSTRUCTION TECHNIQUES SHALL CONFORM WITH ALL LOCAL CODES AND ALL APPLICABLE HANDICAPPED ACCESSIBILITY CODEDS (FEDERAL AND LOCAL)
8. ALL PRODUCTS AND SYSTEMS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OR DETAILS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CHECK AND VERIFY ALL DIMENSIONS BAFORE STARTING CONSTRUCTION.
10. FAILURE TO COMPLY WITH THE ABOVE GENERAL NOTES AND THE CONSTRUCTION DOCUMENTS WILL VOID THE ARCHITECT'S RESPONSIBILITY FOR SAID PART OR MEANING OF THE ABOVE NOTES. FAILURE TO MAKE THE ARCHITECT AWARE OF AND /OR FAILURE TO SUBMIT TO THE ARCHITECT FOR APPROVAL ANY CHANGES, SUBMITTALS, REVISIONS TO CONSTRUCTION DOCUMENTS SHALL ALSO VOID THE ARCHITECT'S RESPONSIBILITY FOR SAID CHANGES, SUBMITTALS OR REVISIONS.
11. ALL FINISHES ARE OWNER SELECT U.N.O.

CODE ANALYSIS

SCOPE OF WORK: BUILDING PERMIT FOR BAILBONDS OFFICE TENANT IMPROVEMENT OF UNIT #110 AT EXISTING GROUND LEVEL OF EXISTING GARAGE BUILDING.

CODES USED: 2006 I.B.C., 2006 IECC/UPC/UMC, 2005 NEC, ICC/ANSI A117.1-2003

ZONING: C-VC-2 DOWNTOWN OVERLAY

GROSS SITE AREA: 24,500 SQ. FT.

EXISTING BUILDING CONSTRUCTION TYPE: 1A

NEW T.I. SHELL CONSTRUCTION TYPE: 1A

OCCUPANCY GROUP: B (BUSINESS)

FLOOR AREA:

TENANT #110 = 1,024 SQ. FT.

ALLOWABLE FLOOR AREA (PER I.B.C. TABLE 503): UNLIMITED

OCCUPANCY LOADS (BUSINESS @ 1 PER 100 SQ. FT.)

TENANT #110 = 11

EXITS REQ'D & PROVIDED (PER I.B.C. TABLE 1014.1): 2

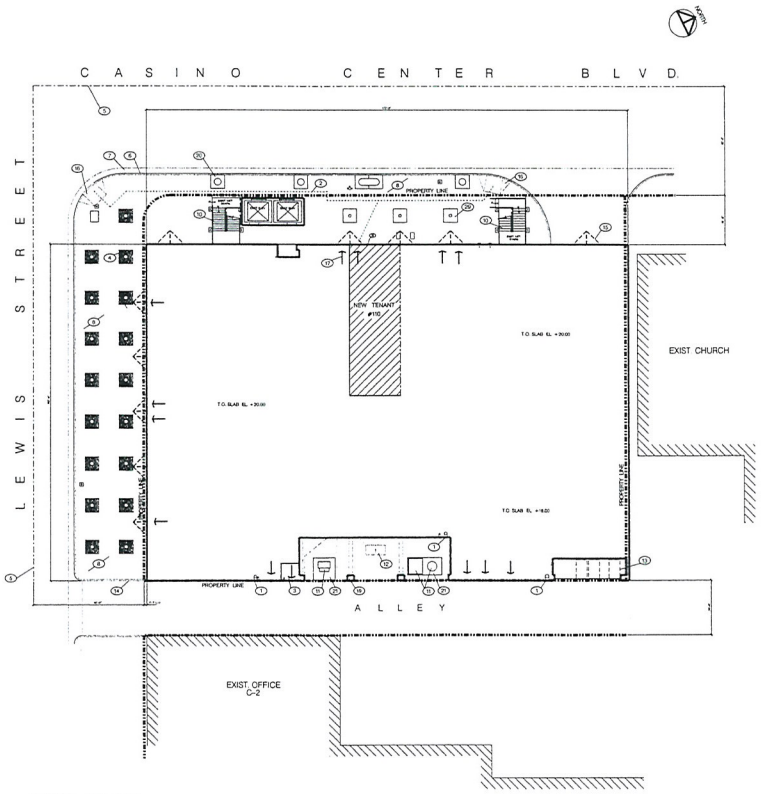
FIRE SPRINKLERS: PROVIDED @ GROUND FLOOR

PARKING REQ'D: 1,024 SQ. FT. @ 4/1000 = 5 SPACES

PARKING PROVIDED: 426 SPACES PROVIDED (INCLUDING 8 REGULAR HC SPACES & 2 VAN HC SPACES

PLUMBING ANALYSIS

AREA	OCCUPANCY	# OF OCCUPANTS	M.W.C	W.W.C	U.W.C	M.LAV.	W.LAV	U.LAV.
COMMON AREA	NA	1	0	0	1	0	0	1
TENANT #100	B	17	0 FUTURE	0 FUTURE	2 FUTURE	0 FUTURE	0 FUTURE	2 FUTURE
TENANT #105	B	11	1 FUTURE UNISEX TOILET RM TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #110	B	11	1 UNISEX TOILET RM TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #115	B	8	1 FUTURE UNISEX TOILET RM TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					



SITE PLAN

1" = 20'

KEYNOTES

1. EXIST. DRAINS FROM ABOVE
2. ACCESSIBLE H/C ROUTE
3. EXIST. FIRE RISER RM.
4. EXIST. CAST IRON GRATES AT EXIST. TREE WELLS
5. CENTERLINE OF STREET
6. EXIST. CONC. CURB
7. EXIST. CONC. GUTTER
8. EXIST. CONC. SIDEWALK
9. NOT USED
10. EXIST. STAIRS
11. EXIST. NEVADA POWER EQUIP.
12. EXIST. NEVADA POWER STEEL HATCH (AT GRADE) FOR ACCESS TO VAULT
13. TRASH CONTAINERS
14. EXIST TOP OF CONC. CURB IS FLUSH W/EXIST. TOP OF ALLEY SURFACE
15. EXIST. BANNER FRAME ABOVE
16. EXIST. H/C CURB RAMP
17. LOCATION OF EXIST EXIT DOORS
18. NOT USED
19. EXIST. CONC. COL.
20. EXIST. CONC. GRATES AT EXIST. TREE
21. EXIST. 6" HIGH CONC. PAD FOR EQUIP

LIST OF DRAWINGS

A-1 EXISTING SITE PLAN
A-2 EXISTING FIRST FLOOR PLAN
A-3 NEW TENANT IMPROVEMENT FLOOR PLAN, REFLECTED CEILING PLAN, SCHEDULES & DETAILS
A-4 HANDICAPP ACCESSIBLE DETAILS & SPECS
A-5 DETAILS

M1.01 MECHANICAL PLAN
P1.01 PLUMBING PLAN
EG.01 SPECIFICATIONS & LEGEND
E1.01 ELECTRICAL PL/

RECEIVED
NOV - 2 2009

REVISIONS	BY

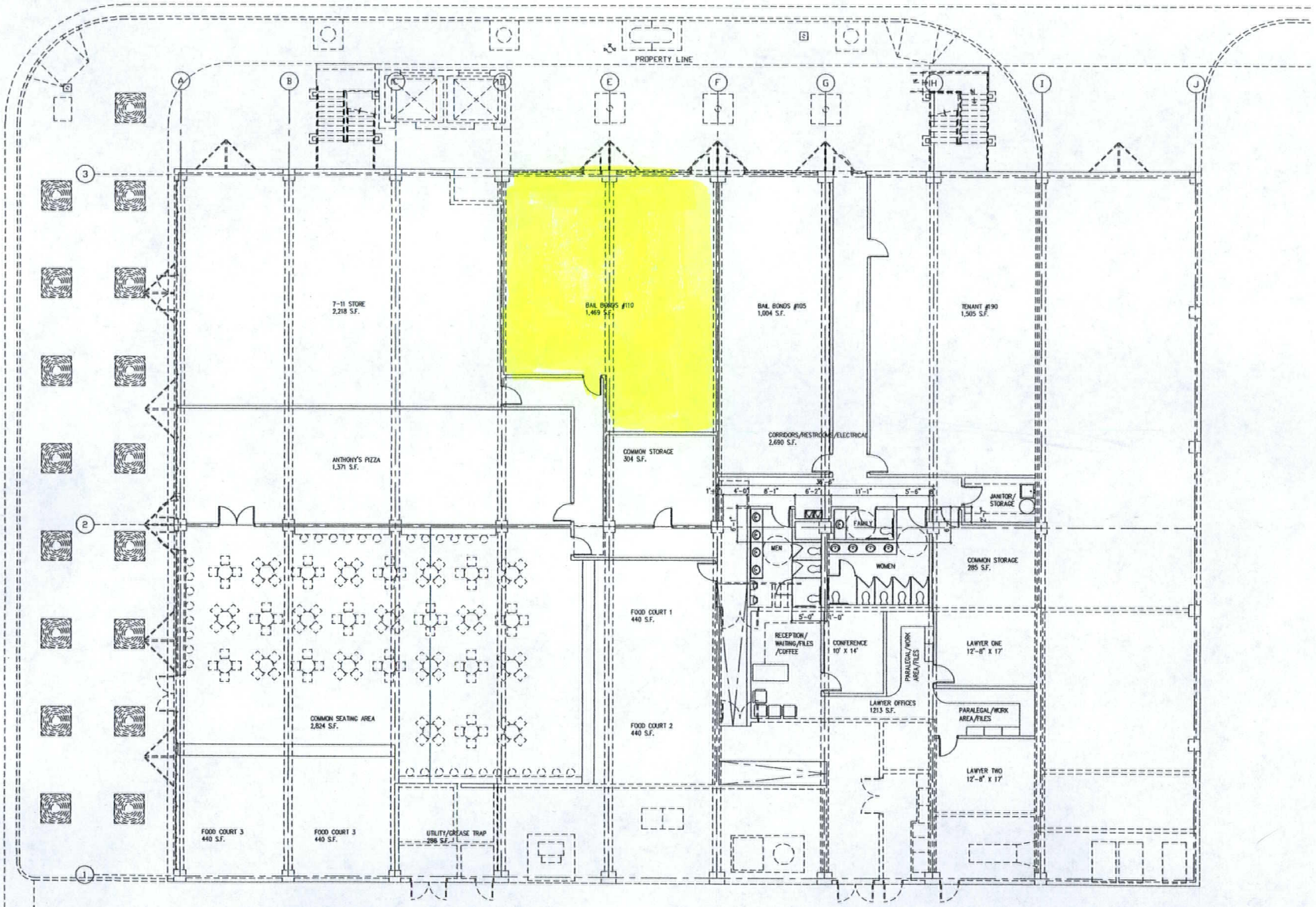
TENANT IMPROVEMENT FOR UNIT #110
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV
OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE DESIGN AND DEVELOPMENT
702-382-0427
fax. 382-9952
2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

SITE PLAN, NOTES & LIST OF DRAWINGS

Date: 8 /4 /09
Scale: 1" = 20'-0"
Drawn:
Job:
Sheet: A-1 OF

SUP-36552
12/17/09 PC



OVERALL FLOOR PLAN - PROPOSED
SCALE: 1/8" = 1'-0"

NORTH

Drawings as Instruments of Service are the sole property of the Architect, and any use or reproduction in whole or in part without his written consent is strictly prohibited.

Drawings and Specifications remain the sole property of the Design Professional.

Copies of the Drawings and Specifications retained by the Client may be used only for the use and for accessing the Project for which they were prepared and not for the construction of any other Project.

CONSULTANT

REVISION # DESCRIPTION
DATE

PROJECT TITLE

CASINO CENTER OFFICE COMPLEX

CASINO CENTER and LEWIS

LAS VEGAS, NV

DOUGLAS G PURVIS ARCHITECT, LTD.
ARCHITECTURE

2545 Quail Wood Court
Henderson, NV 89074
Tel 702.876.9690 Fax 702.876.9691
email:doug@purvisarchitects.com

PROJECT NO. 09.019
DRAWN BY: DGP
CHECKED BY: DGP
ISSUE DATE: 11.18.09

DOUGLAS G. PURVIS REGISTERED No. 2340 ARCHITECT STATE OF NEVADA

SHEET TITLE

OVERALL FLOOR PLAN

SHEET NUMBER

A1.1

SUP-36552 RECEIVED
REVISED NOV 23 2009
12/17/09 PC

SUP-36552 - APPLICANT/OWNER: OAKBROOK REALTY & INVESTMENTS II, LLC
321 SOUTH CASINO CENTER BOULEVARD, SUITE #110
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

OAKBROOK
REALTY AND INVESTMENT,
LLC II

November 23, 2009

Las Vegas Redevelopment
City Hall
400 Stewart Ave 2nd Floor.
Las Vegas NV. 89101

Re: Justification Letter

Dear Planning & Development Department;

We are submitting special use permit application for a bail bonds office at 321 S. Casino Center, # 110 and 115.

Our original special use permit for #110 expired in March, because of delays in getting plans completed for our building permit. We inherited the original use approval through our purchasing of the property last year. The criteria of harmonious and compatibility with the surrounding neighborhood, type and intensity of the proposal and public, health and welfare has not changed since the original special use approval that expired.

Please cal me at 847-609-4663 with any questions.

RECEIVED
NOV 23 2009

Sincerely,

Kevin Plencner
Oakbrook Realty & Investments II

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

SUP-36552
REVISED
12/17/09 PC

OAKBROOK
REALTY AND INVESTMENT,
LLC II

November 23, 2009

Re: Parking Requirements Special Use Permit

To whom it may concern:

#110 and 115 is the first floor of a multi story parking garage which has a total of 419 parking spaces. In regard to ADA requirements, access for the handicapped is provided via ramps and elevators.

Please call me at 847-609-4663 with any questions.

Sincerely,

Kevin Plencner
Oakbrook Realty & Investments II

RECEIVED
NOV 23 2009

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

SUP-36552
REVISED
12/17/09 PC

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

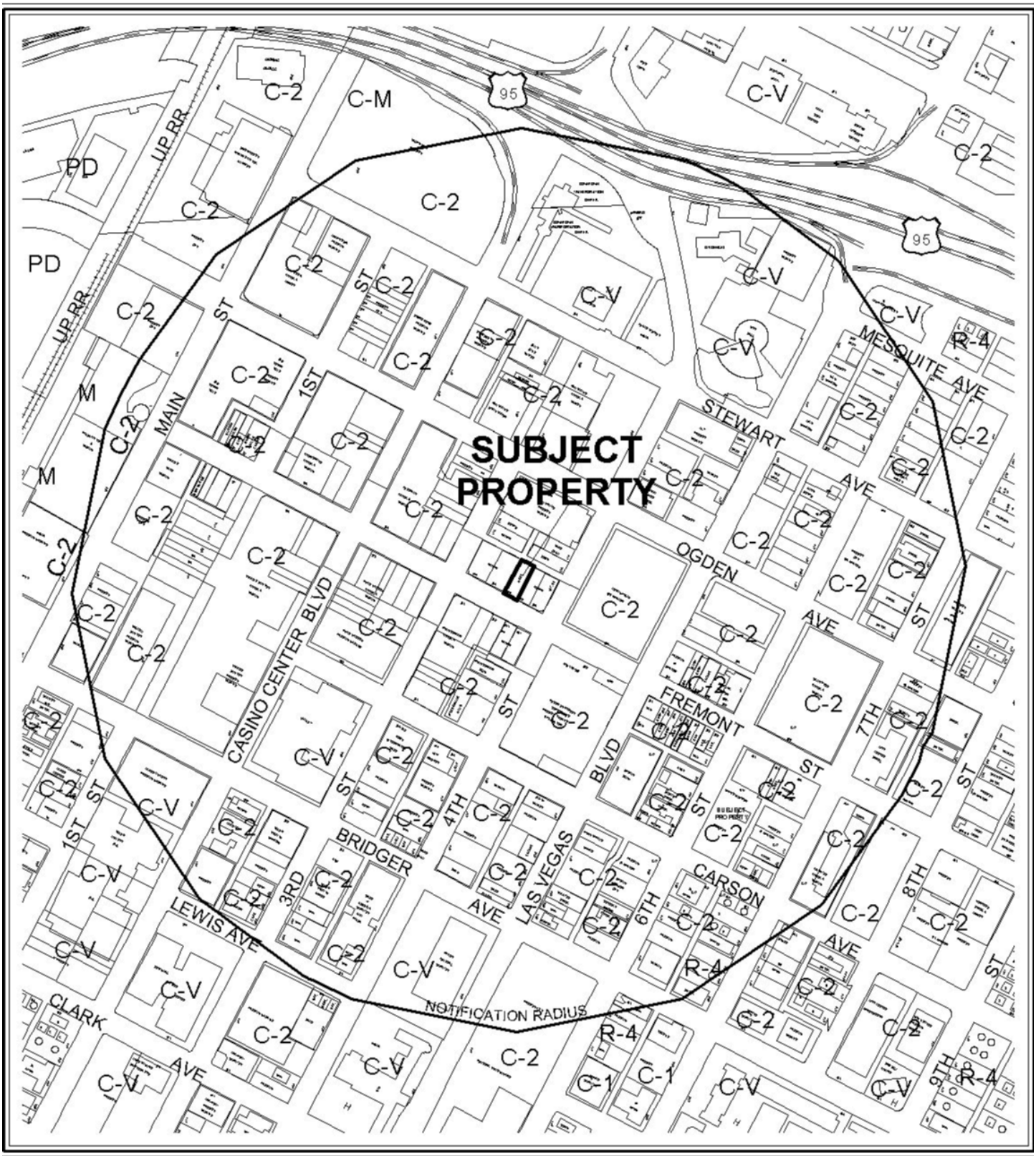
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36558 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HAIM GABAY - OWNER: H S FAMILY, LP - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 5,166 SQUARE-FOOT RETAIL ESTABLISHMENT at 316 Fremont Street (APN 139-34-510-025), C-2 (General Commercial) Zone, Ward 5 (Barlow). [Note: To be heard in conjunction with Morning Session Item 44] The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Backup referenced from the December 17, 2009 Planning Commission Meeting Item 21



0 400 800 Feet

CASE: **SUP-36558**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

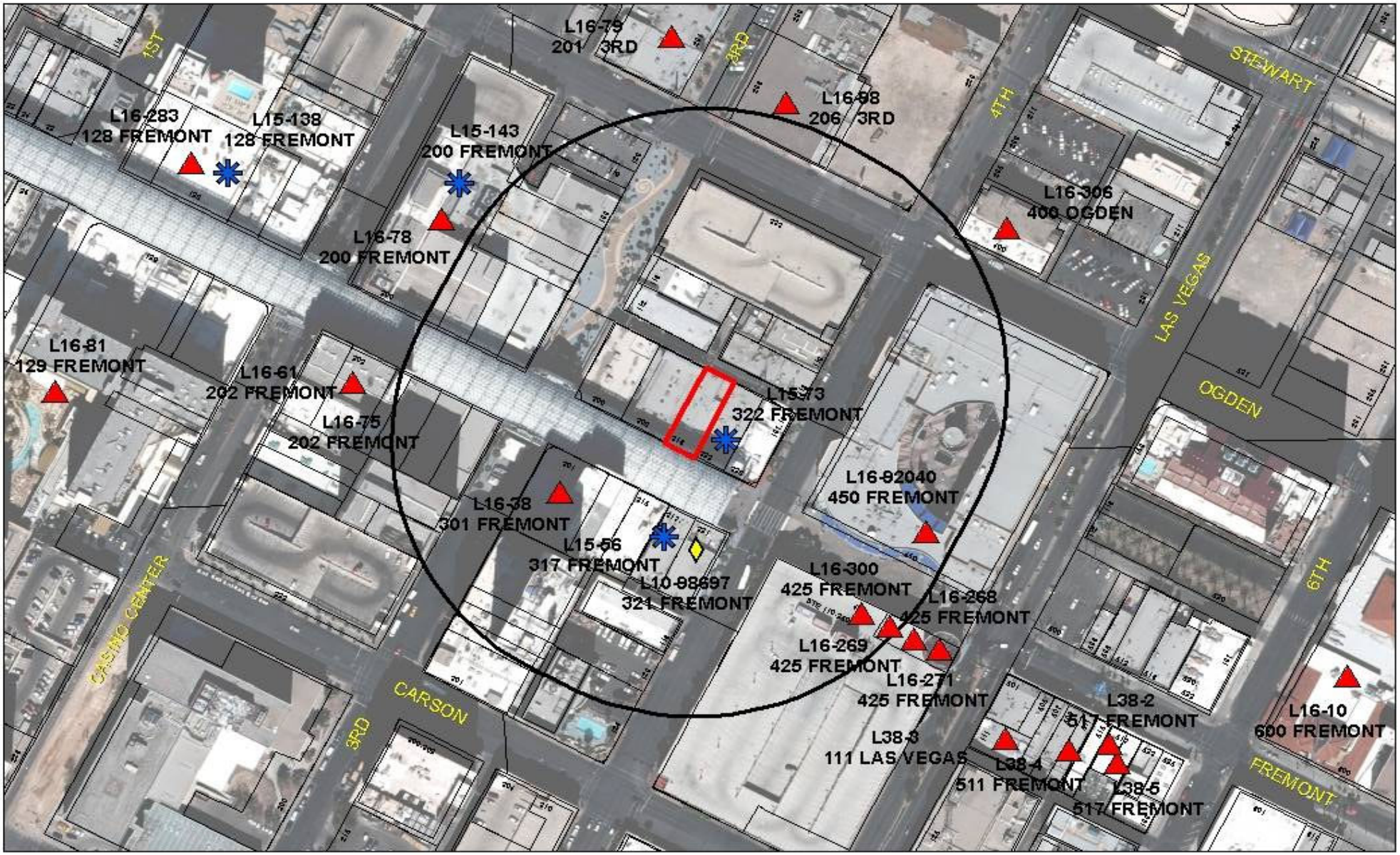
0 400 800 Feet

CASE: **SUP-36558**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-36558

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 DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36558 - APPLICANT: HAIM GABAY - OWNER: H S FAMILY, LP

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-Sale 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. 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.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Beer/Wine/Cooler Off-Sale use within an existing 5,166 square-foot retail establishment at 316 Fremont Street. The Beer/Wine/Cooler Off-Sale use will be ancillary to the existing retail store. No Waivers are needed as a part of this request. The sale of individual containers is consistent with previous approvals in the area and is a common business practice for merchants along this portion of Fremont Street. This request meets all minimum Special Use Requirements and can be conducted in a compatible and harmonious manner within the existing retail store and with similar uses along Fremont Street; therefore staff is recommending approval of this application.

ISSUES

- The sale of individual containers of any size of beer or wine coolers is appropriate at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
12/16/64	The City Council approved a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bound by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission and staff recommended approval of the request.
01/24/95	The Board of Zoning and Adjustment approved a request for a Variance (V-0187-94) to allow a 197 square-foot freestanding sign where 150 square feet is the minimum area allowed; and to allow the sign to a height of 46 feet where 40 feet is the maximum height allowed at 316 Fremont Street.
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #21/jb).
Related Building Permits/Business Licenses	
05/22/89	A Building Permit (#89023441) was issued for interior demolition at 316 Fremont Street. The permit was marked inactive on 11/18/92.
02/15/95	A Building Permit (#95367306) was issued for two illuminated sign cabinets at 316 Fremont Street. The permit was finalized on 03/09/95.
05/30/02	A Building Permit (#2009676) was issued for a sign at 316 Fremont Street. The permit was expired on 12/21/03.
12/23/03	A Building Permit (#3027066) was issued for a sign at 316 Fremont Street. The permit was finalized on 02/11/04.

02/27/04	A Building Permit (#4004356) was issued for a tenant improvement at 316 Fremont Street. The permit was expired on 12/04/05.
09/17/09	A Business License (#C05-02665) was issued for a Tobacco Dealer at 316 Fremont Street. This license is still active.
	A Business License (#C15-00379) was issued for a Convenience Store at 316 Fremont Street. This license is still active.
Pre-Application Meeting	
10/19/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for Beer/Wine/Cooler Off-Sale establishment were discussed. Topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • No Waivers are required as a part of the request.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
11/12/09	During a routine site inspection staff observed a well maintained convenience store.

Details of Application Request	
Site Area	
Gross Acres	0.14 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	General Retail	C (Commercial)	C-2 (General Commercial)
North	General Retail	C (Commercial)	C-2 (General Commercial)
South	General Retail	C (Commercial)	C-2 (General Commercial)
East	General Retail	C (Commercial)	C-2 (General Commercial)
West	General Retail	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Overlay District – (Central Casino Core)	X		Y
A-O (Airport Overlay) District – (200-foot)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails – Tortoise Trail	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other Than Listed (3,500 Square Feet or More)	5,166 SF	1:175 GFA	30	2			
TOTAL			30	2	Zero		N

ANALYSIS

This request is for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale use within an existing 5,166 square-foot retail establishment at 316 Fremont Street. The applicant indicates that they will sell beer and wine as an additional item within their existing retail store. The sale of individual containers is consistent with previous approvals in the area and is a common business practice for merchants along this portion of Fremont Street. The subject site is located within the Las Vegas Downtown Centennial Plan area, which is not subject to the automatic application of parking requirements. Adequate parking is located in several parking structures within walking distance to Fremont Street. The proposed Beer/Wine/Cooler Off-Sale use requires the approval of a Special Use Permit within a C-2 (General Commercial) zoning designation. No Waivers are needed as a part of this request. The proposed Beer/Wine/Cooler Off-Sale Establishment meets all applicable requirements of Title 19, the General Plan and all other applicable plans; therefore, staff is recommending 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 Beer/Wine/Cooler Off-Sale use is ancillary to an existing retail establishment, which is adjacent to similar uses along Fremont Street. The addition of a Beer/Wine/Cooler Off-Sale Establishment use within this area is compatible with the existing and future land uses as specified by the General Plan.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is currently operated as a retail establishment. Similar alcohol related uses are common in this area of the City. The subject site is physically suitable 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."**

   The proposed Beer/Wine/Cooler Off-Sale Establishment use is located on Fremont Street and 4th Street which are both defined as 80-foot Secondary Collectors, as defined by the Master Plan of Streets and Highways. The location of the subject site is not accessed by vehicular traffic as it is located under the Fremont Street Experience canopy. The site will be accessed primarily by pedestrian traffic.

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 proposed Special Use Permit request will not be inconsistent with or 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 meets all of the applicable conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 173 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: CRAZY ELY WESTERN VILLAGE LLC DBA (COYOTE)

Project Address (Location) 316 FREMONT ST LV NV 89101

Project Name COYOTE **Proposed Use** BEER/WINE/COOLER OFF-SALE

Assessor's Parcel #(s) 139-34-510-025 **Ward #** 5

General Plan: existing C proposed — **Zoning:** existing C2 proposed —

Commercial Square Footage 6500 **Floor Area Ratio** 5500

Gross Acres 0.14 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER HS FAMILY LP % HSCHMIDT **Contact** _____

Address 714 LACY LN **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address _____

APPLICANT HAIM GABAY **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** 702 743-1304 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89103

E-mail Address haimgabay@hotmail.com

REPRESENTATIVE NUEVOS ALVAREZ **Contact** _____

Address 3944 Lonely Heart Ct **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89115

E-mail Address nellyalv12@hotmail.com

Property Owner Signature* Vern J Christensen Trustee

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Vern J Christensen

Subscribed and sworn before me

This 26th day of October, 2009.

Shari High

Notary Public in and for said County and State

SHARI HIGH
Notary Public, State of Nevada
Appointment No. 05-97773-1
My Appt. Expires June 6, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP 36558
Meeting Date:	12.17.09
Total Fee:	$1,280.—
Date Received:*	11.3.09
Received By:	JFA

*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: **SUP-36558** APN: 139.34.510.025

Name of Property Owner: HS FAMILY LP V. H SCHMIDT.

Name of Applicant: HAIM GABAY

Name of Representative: NIEVES ALVAREZ

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: Vern Christensen Trustee

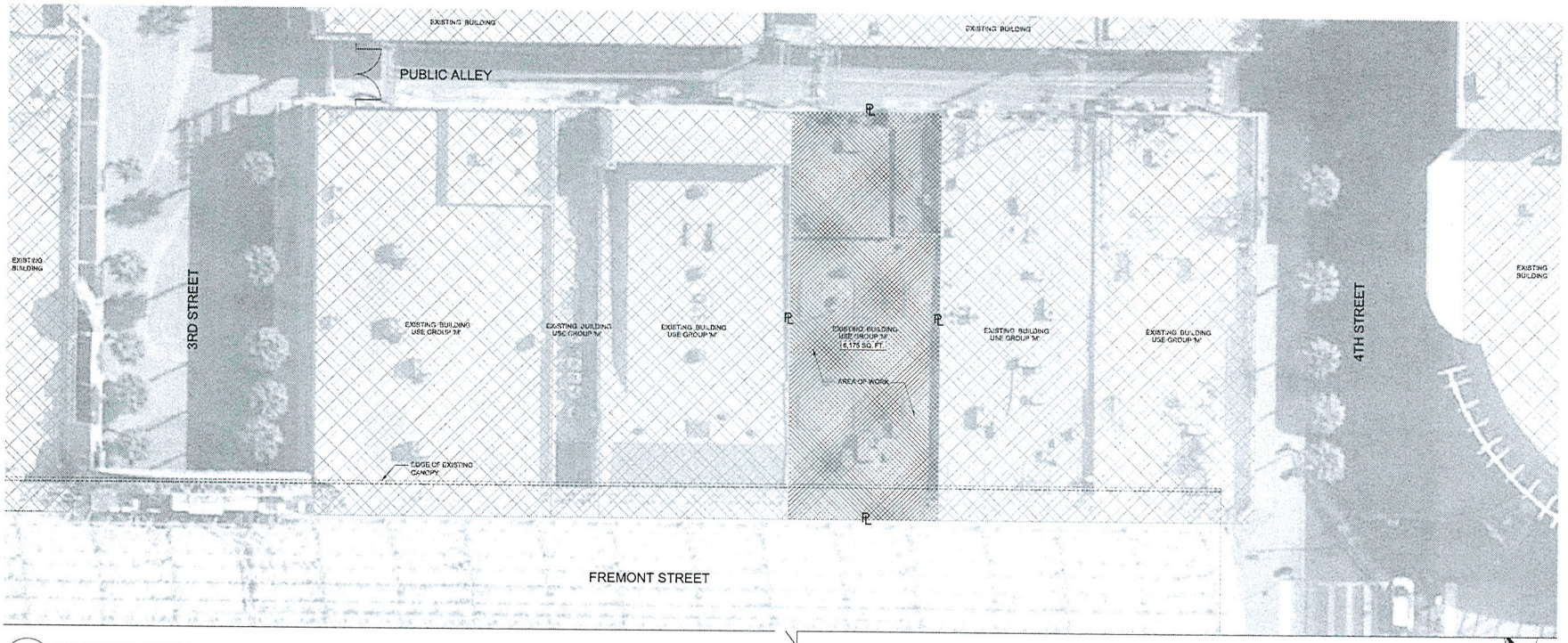
Print Name: Vern J Christensen

Subscribed and sworn before me

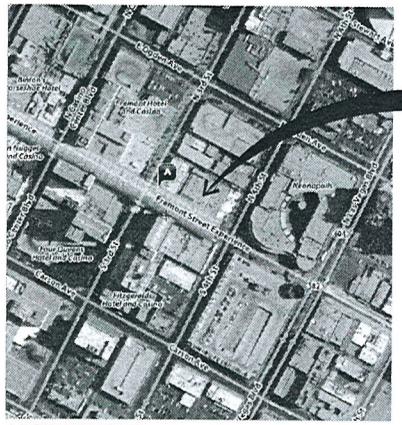
This 26th day of October, 2009

Shari High
Notary Public in and for said County and State

SHARI HIGH
Notary Public, State of Nevada
Appointment No. 05-97773-1
My Appt. Expires June 6, 2013



1 AS1.01 EXISTING SITE PLAN
SCALE:1/16"=1'-0"



VICINITY MAP
NO SCALE

RECEIVED
NOV 03 2009

SUP-36558
12/17/09 PC

231 west charleston boulevard
suite one fourty
las vegas, NV 89102
office: 702.868.2068
fax: 702.868.2069
web: www.tkgstudio.com

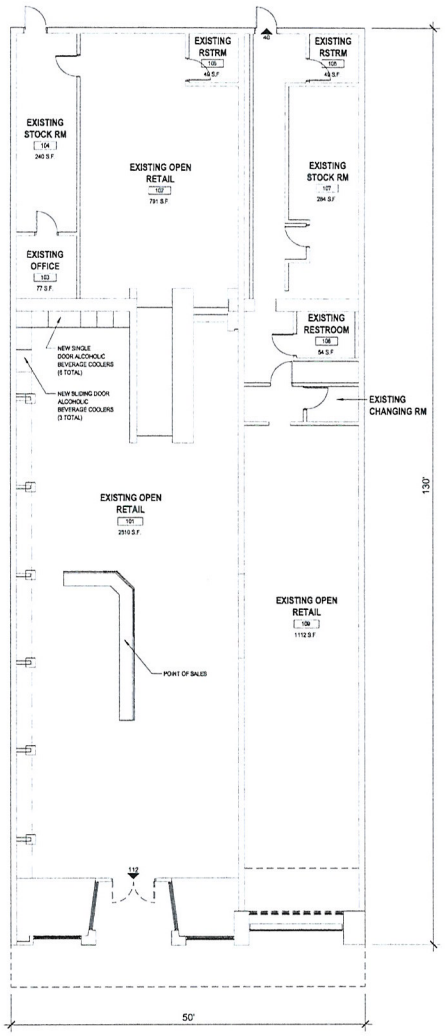
PROJECT
COYOTE INTERIOR REMODEL
300 EAST FREMONT STREET
LAS VEGAS, NEVADA

SHEET TITLE
DESIGN REVIEW - EXISTING SITE PLAN

REVISIONS	DATE
ORIGINAL SUBMITTAL	09/21/09

DATE: 09-21-2009
SCALE: AS INDICATED
DRAWN: D. YORKE
JOB NO: 09-040

SHEET
AS1.01



1 EXISTING FLOOR PLAN
A1.00 SCALE:1/8"=1'-0"

NEW TENANT IMPROVEMENT - OCCUPANT LOAD

OCCUPANCY LOAD:

101 - EXISTING OPEN RETAIL	= 2510	SF/30 =	83	occs.
102 - EXISTING OPEN RETAIL	= 791	SF/30 =	26	occs.
103 - EXISTING OFFICE	= 77	SF/100 =	1	occs.
104 - EXISTING STOCK ROOM	= 240	SF/300 =	1	occs.
105 - EXISTING RESTROOM	= 49	SF/100 =	1	occs.
106 - EXISTING RESTROOM	= 49	SF/100 =	1	occs.
107 - EXISTING STOCK ROOM	= 284	SF/300 =	1	occs.
108 - EXISTING RESTROOM	= 54	SF/100 =	1	occs.
109 - EXISTING OPEN RETAIL	= 1112	SF/30 =	37	occs.
NEW TOTAL INTERIOR FLOOR AREA: 5,166 SF			152	occs.

BUILDING EGRESS ANALYSIS:

BASED ON THE 2006 I.B.C.
BUILDING EXITS REQUIRED

CRITERIA:
ALL PORTIONS OF THE BUILDING OCCUPIED SIMULTANEOUSLY EXCEPT :

- STORAGE ROOMS
- TOILET ROOMS
- CORRIDORS
- MECHANICAL AND ELECTRICAL ROOMS

EGRESS WIDTH MULTIPLIERS IS .20 PER IBC T1005.1
APPROVED UNDER PERMIT #: _____

OCCUPANT LOAD =	152
EXITS PROVIDED =	2
MIN. REQ. EXIT WIDTH = 152 X .20 =	30.40"
WIDTH PROVIDED =	108.0"

RECEIVED
NOV 03 2009

tkg
231 west charleston boulevard
suite one fourty
las vegas, NV 89102
office 702.868.2088
fax: 702.868.2089
web: www.tkgstudio.com

PROJECT:
COYOTE INTERIOR REMODEL
300 EAST FREMONT STREET
LAS VEGAS, NEVADA

SHEET TITLE:
EXISTING FLOOR PLAN

REVISIONS	DATE
1 ORIGINAL SUBMITTAL	09-21-09

DATE: 09-21-2009
SCALE: AS INDICATED
DRAWN: D. YORKE
JOB NO: 09-040

SHEET
A1.00

SUP-36558
12/17/09 PC

SUP-36558 - APPLICANT: HAIM GABAY - OWNER: H S FAMILY, LP
316 FREMONT STREET
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

CRAZY ELY WESTERN VILLAGE LLC
DBA COYOTE
316 FREMONT ST
LAS VEGAS NV 89101
SEPTEMBER 27, 2009

TO WHOM IT MAY CONCERN:

CRAZY ELY WESTERN VILLAGE LLC DBA **(COYOTE)** IS AN EXISTING RETAIL/GIFTCONVENIENCE STORE.
WHERE WE WILL SELL BEER AND WINE PRODUCTS (OFF PREMISES CONSUMPTION) IN ORDER TO ENHANCE OUR PRODUCTIVITY AND OUR BOTTOM LINE.

THANK YOU

HAIM GABAY

RECEIVED
NOV 03 2009

SUP-36558
12/17/09 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

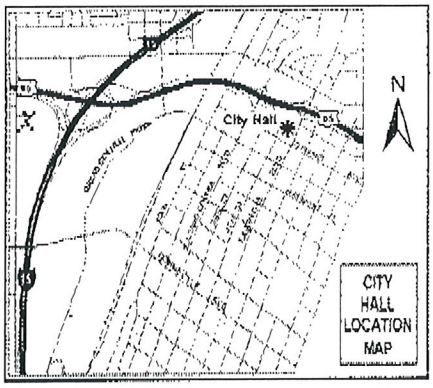
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279216 DEC 04 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36558

Planning Commission Meeting of 12/17/2009

Case: SUP-36588
13934613203
SEYMOUR RAYMOND P & JOETTA B
14 MANDARIN
IRVINE CA 92604-3631

160511 32604

RECEIVED
DEC - 8 2009

21A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-36564 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MARICARMEN SORIA - OWNER: BONANZA SUNRISE, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT WITH A WAIVER TO ALLOW A 195-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4800 East Bonanza Road, Suite #9 (APN 140-29-801-011), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

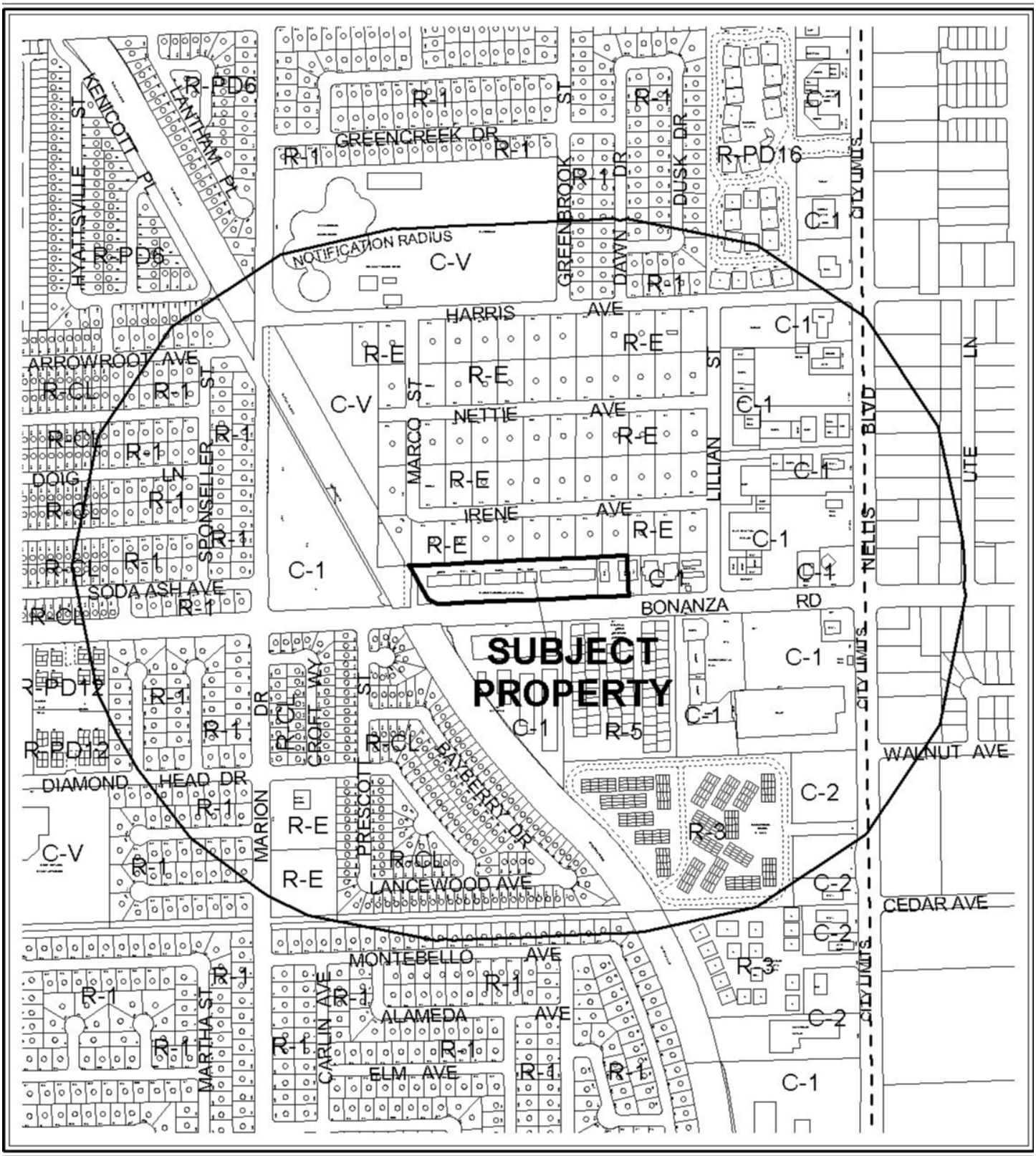
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the December 17, 2009 Planning Commission Meeting Item 22



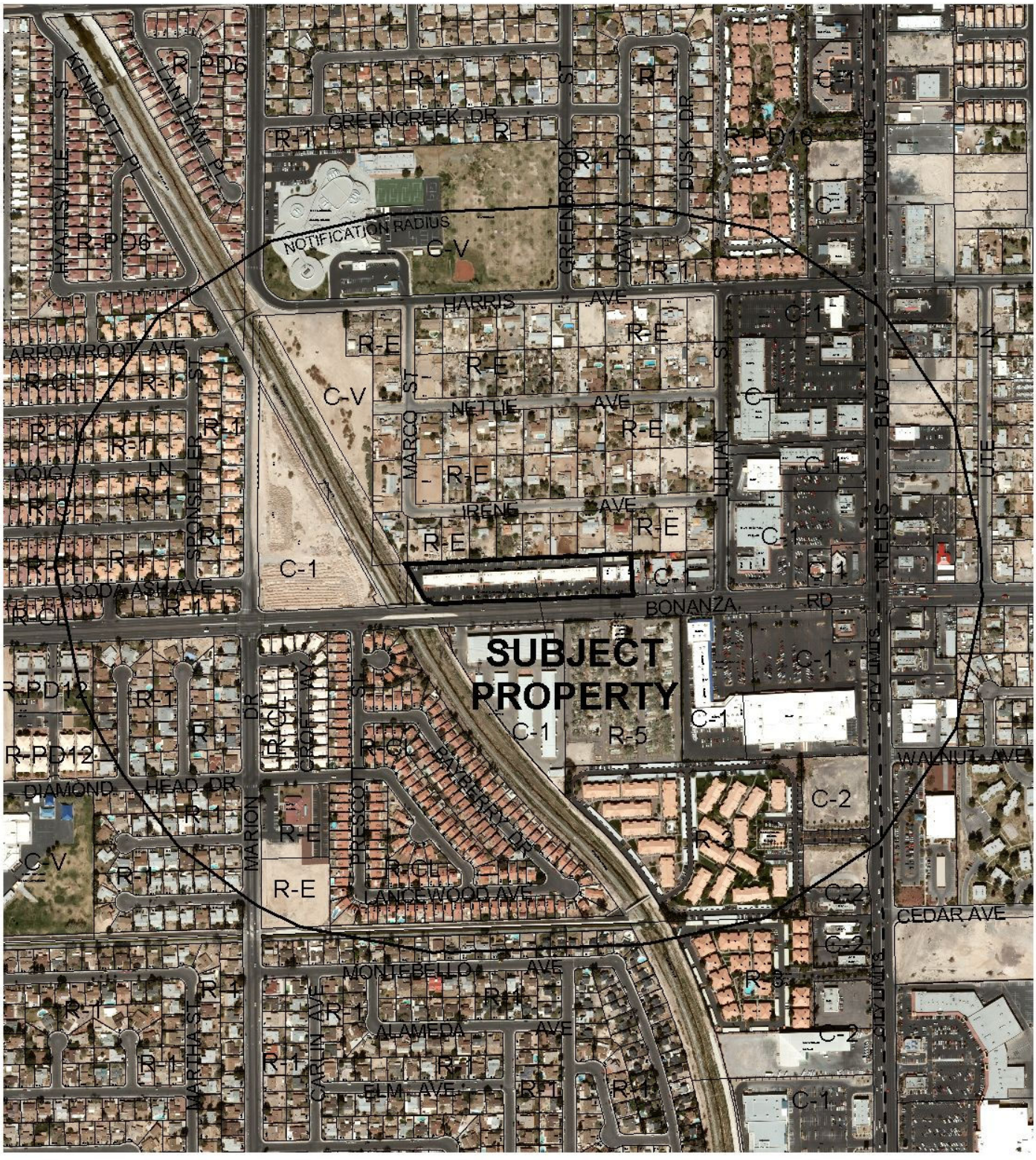
0 500 1000 Feet

CASE: **SUP-36564**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Feet

CASE: **SUP-36564**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

SUP-36564

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36564 - APPLICANT: MARICARMEN SORIA - OWNER: BONANZA SUNRISE, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-1/vq vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. There shall be a one-year review after the issuance of the business license for the sale of alcohol, to be handled administratively.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler On-Sale Establishment use.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. 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.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Beer/Wine/Cooler On-Sale Establishment with a Waiver to allow a 195-foot distance separation from an existing school, within an existing restaurant at 4800 East Bonanza Road, Suite #9. The Beer/Wine/Cooler On-Sale use will be ancillary to the existing restaurant. Since the proposed use fails to meet the Title 19.04.010 minimum Special Use Permit requirement, which requires a 400-foot distance separation from a school, staff recommends denial of the request. If denied the restaurant will be unable to serve alcoholic beverages.

ISSUES

- The proposed use fails to meet the minimum 400-foot distance separation requirement from a school.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/13/63	The Board of Commissioners approved a reclassification of property (Z-0093-63) from R-R (Rural Residence) to R-E (Residence Estates) on property generally located between Pecos Drive on the west, Owens Avenue on the north, Nellis Boulevard on the east and Charleston Boulevard on the south. The Planning Commission recommended approval of the request.
09/24/85	The City Council approved a request for a Plot Plan Review (Z-0043-85) for a proposed Child Care Center for approximately 115 children on property located on the north side of Bonanza Road, west of Lillian Street. The Planning Commission recommended approval of the request.
01/11/99	The City Council approved a request for a Rezoning (Z-0082-98) from R-E (Residence Estates) to C-1 (Limited Commercial) on property located on the north side of Bonanza Road, approximately 800 feet east of Marion Drive. The Planning Commission recommended denial of the request.
02/11/99	The Planning Commission approved a request for a Site Development Plan Review [Z-82-98(1)] for a proposed 31,144 square-foot commercial center on property located on the north side of Bonanza Road, approximately 800 feet east of Marion Drive.
12/17/09	The Planning Commission voted 6-1/vq to recommend APPROVAL (PC Agenda Item #22/jb).

Related Building Permits/Business Licenses	
07/19/99	A Building Permit (#99014004) was issued for On-site Improvements at 4800 East Bonanza Road. This permit was finalized on 12/30/99.
	A Building Permit (#99014001) was issued for New Office/Retail Building #1 at 4800 East Bonanza Road. This permit was finalized on 12/30/99.
08/17/99	A Building Permit (#99016367) was issued for a Retaining Wall at 4800 East Bonanza Road. This permit was finalized on 12/30/99.
03/23/00	A Building Permit (#5380) was issued for a Tenant Improvement at 4800 East Bonanza Road, Suite #9. This permit was expired on 12/09/00.
06/05/00	A Building Permit (#10799) was issued for a Sign at 4800 East Bonanza Road, Suite #9. This permit was expired on 12/09/00.
04/17/06	A Business License (#R07-00420) was issued for a Restaurant with seating fewer than 45 at 4800 East Bonanza Road, Suite #9. The license was marked out on 04/27/07.
05/16/07	A Business License (#R07-00770) was issued for a Restaurant with seating fewer than 45 at 4800 East Bonanza Road, Suite #9. The license is still active.
Pre-Application Meeting	
10/16/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for Beer/Wine/Cooler on Sale were discussed. Topics included: • Title 19.04 Minimum Special Use Permit requirements • Application materials • Meeting dates and deadlines
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
11/12/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Gross Acres	3.17 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
South	Mini-Storage	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residences	H (High Density Residential)	R-5 (Apartment)

East	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
West	Las Vegas Wash (Drainage Channel)	PF (Public Facilities)	ROW

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 a Special Use Permit for a Beer/Wine/Cooler On-Sale Establishment with a Waiver to allow a 195-foot distance separation from an existing school, within an existing restaurant at 4800 East Bonanza Road, Suite #9. The proposed Beer/Wine/Cooler On-Sale use is ancillary to the existing restaurant use and will require no additional on-site parking. The proposed use fails to meet the minimum Special Use Permit requirement listed in Title 19.04.010, which requires a 400-foot distance separation from a school, therefore; staff recommends denial of the request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed land use cannot be conducted in a manner which is harmonious and compatible with the existing surrounding land uses, which is substantiated by the requested Waiver of Title 19.04.010 standards to allow a 195-foot distance separation from a school where 400 feet is required.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type of land use proposed; however, it does not meet distance separation requirements from other protected uses.

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 is accessed from Bonanza Road, a 100-foot Primary Arterial as designated by 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."**

   The proposal conforms to the goals and objectives of the General Plan. As such, it will not endanger the public health, safety, or welfare of the populace.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use fails to meet the minimum Special Use Permit requirement listed in Title 19.04.010, which requires a 400-foot distance separation from a school.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 5

NOTICES MAILED 587 by City Clerk

APPROVALS 0

PROTESTS 4

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Liquor License

Project Address (Location) 4800 E. Bonanza Rd #9 Las Vegas NV 89110

Project Name _____ Proposed Use _____

Assessor's Parcel #(s) 140-29-801-011 Ward # 3

General Plan: existing SC proposed _____ Zoning: existing C-1 proposed _____

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres _____ Lots/Units _____ Density _____

Additional Information _____

PROPERTY OWNER Bonanza Sunrise LLC Contact c/o Gatski Commercial Real Estate

Address 4755 Dean Martin Dr. Phone: 221-8226 Fax: 221-1256

City Las Vegas State NV Zip 89103

E-mail Address pamela@gatskicommercial.com

APPLICANT Maricarmen Soria/Casa Flaquepaq Contact _____

Address 4800 E. Bonanza Rd #9 Phone: 581-1197 Fax: _____

City Las Vegas State NV Zip 89110

E-mail Address _____

REPRESENTATIVE _____ Contact _____

Address _____ Phone: _____ Fax: _____

City _____ State _____ Zip _____

E-mail Address _____

Property Owner Signature* Robert L. Moore

* AS OWNER'S REPRESENTATIVE

* All authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name 1

Subscribed and sworn before me

This 2 day of DECEMBER, 20 09.

Jamie J. Wingard

Notary Public in and for said County and State

JAMIE J. WINGARD
Notary Public State of Nevada
No. 04-91153-1
My appt. exp. Aug. 1, 2012

FOR DEPARTMENT USE ONLY

Case #	Sup-36564
Meeting Date:	12/17/09
Total Fee:	
Date Received:*	12/04/09
Received By:	

*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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DEC 04 2009

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36564** APN: 140-29-801-011

Name of Property Owner: Bonanza Sunrise LLC c/o Gatski Commercial

Name of Applicant: Casa Tlaquepaque

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 w th 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 Offic al 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: Robert L. Moore, As Owners Representative.

Subscribed and sworn before me

This 2 day of DECEMBER, 2009

Janie J. Wingard

Notary Public in and for said County and State

JAMIE J. WINGARD
Notary Public State of Nevada
No. 04-91153-1
My appt. exp. Aug. 1, 2012

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Revised 11-14-06

f:\depot\Application Packet\Statement of Financ al Interest.pdf

EXHIBIT "A"
SITE PLAN

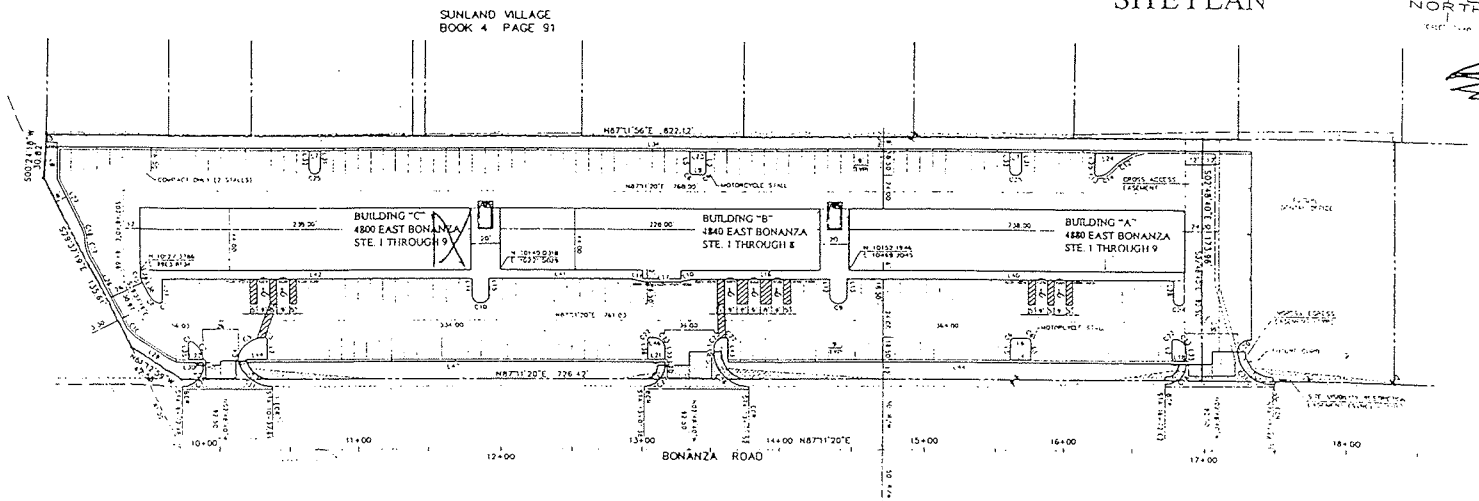

EXHIBIT A

SITE PLAN FOR BUSINESS RETAIL CENTER

PROJECT SUMMARY

NET SITE AREA	3.14 ACRES
MAXIMUM BUILDING AREA	30,072
LAND TO BUILD RATIO	22%
PARKING REQUIRED	168
PARKING PROVIDED	228
ACCESSIBLE PARKING REQUIRED	7

PHYSICAL ADDRESS:

BUILDING "A"
4880 EAST BONANZA
STE. 1 THROUGH 9

BUILDING "B"
4840 EAST BONANZA
STE. 1 THROUGH 8

BUILDING "C"
4800 EAST BONANZA
STE. 1 THROUGH 9

SEAGULL PARK
BONANZA EAST PLAZA
LAS VEGAS, NEVADA
A COMMERCIAL PROJECT BY:
SEAGULL PARK LLC,
A NEVADA LIMITED LIABILITY COMPANY.

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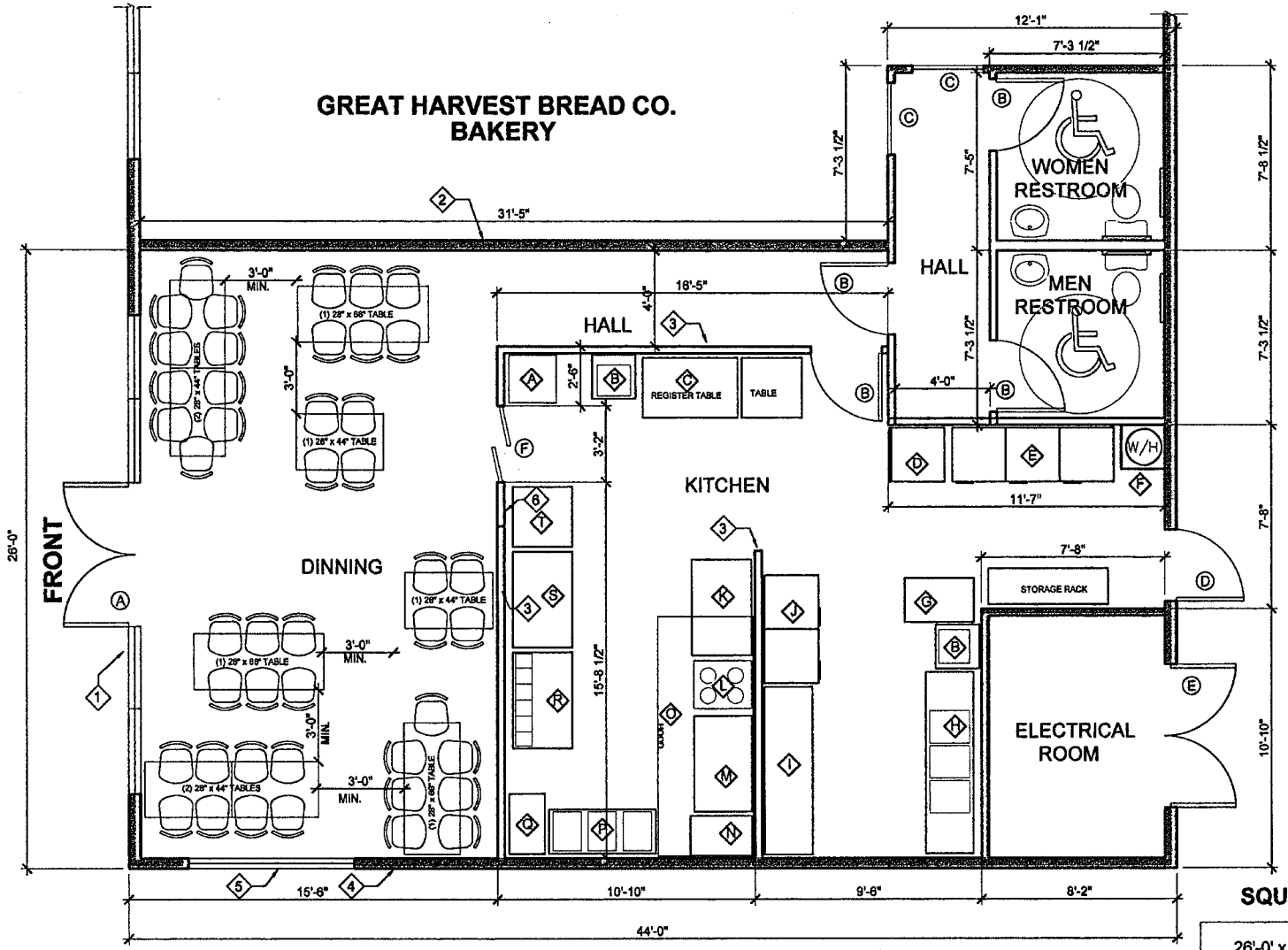
NOV 03 2009
SUP-36564
12/17/09 PC



KITCHEN EQUIPMENT	
LETTER	EQUIPMENT
A	FOUNTAIN SODA DISPENSER
B	HAND SINK
C	REGISTER TABLE
D	1 GLASS DOOR COOLER
E	3 DOOR FREEZER
F	WATER HEATER
G	ICE MACHINE
H	THREE COMPARTMENTS SINK
I	FOOD PREPARATION TABLE
J	2 DOOR FREEZER
K	WORK TABLE
L	BURNER
M	GRILL
N	FRYER
O	HOOD (ABOVE)
P	FOOD WARMER
Q	FOOD TABLE
R	SANDWICH/CABINET TABLE
R	SANDWICH/CABINET TABLE
S	PLATES/ UTENSIL TABLE
S	CUSTOMERS SERVICE TABLE

DOORS

- Ⓐ EXIST. DOUBLE 3'-0" x 6'-8" EXTERIOR DOOR
- Ⓑ INTERIOR 3'-0" x 6'-8" EXTERIOR DOOR
- Ⓒ ADJACEN TENANT 3'-0" X 6'-8" DOOR
- Ⓓ EMERGENCY EXIT 3'-0" X 6'-8" DOOR
- Ⓔ METAL RATING DOUBLE 3'-0" X 6'-8" DOOR
- Ⓕ PONY DECORATIVE DOUBLE DOOR

LEGEND:

1. EXISTING WINDOW & ENTRY / EXIT DOOR ASSEMBLY
2. DISMISSED WALLS
3. NON-BEARING WALLS.
4. EXTERIOR BUILDING WALL.
5. EXIST. FIXED WINDOW.
6. 32" HIGH ATTENDING COUNTERTOP.

FLOOR PLAN NOTES:

1. 3'-0" MIN. DISTANCE BETWEEN SEATING TABLES ANY DIRECTION.
2. WATER HEATER SHALL BE PLACED ON AN 18" HIGH PLATFORM.
3. PROVIDE SAFETY GLAZING AS REQ. PER IBC: AT HAZARDOUS LOCATIONS, SLIDING OR SWING DOORS, TUB AND/OR SHOWER ENCLOSURES.
4. TOILET ROOMS TO COMPLY WITH CLEAR FLOOR SPACE FOR NON- RESIDENTIAL TOILETS ROOMS FOR INDIVIDUAL USE AND CLEAR SPACE FOR WATER CLOSETS PER ANSI 4.16.2 FIG. 28, ANSI 4.13.6 FIG. 25, ANSI 4.24.5 FIG. 32 AND ANSI 4.2.3 FIG 3a
5. PROVIDE ONE HOUR FIRE-RESISTANT CONSTRUCTION THROUGHUOT.
6. IF FIRE HYDRANTS, FIRE EXTINGUISHING SYSTEM, FIRE ALARM SYSTEM, ON SITE FIRE, WATER AND FUEL TANKS, PLANS MUST BE APROVED BY FIRE DEPARTMENT BEFORE INSTALLATION.
7. DOOR OPERATIONS.- ALL EGRESS DOORS SHALL BE READILY OPENABLE FROM THE AGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. IBC 1008.1.8
8. DOOR HARDWARE SHALL COMPLY WITH IBC 1008.1.8 AND ANSI A117.1 SECTION 404.2.6 REQUIREMENTS.
9. BATROOMS AREA IS COMPATIBLES WITH ADJACENT TENANT.

SQUARE FOOTAGE

26'-0' x 44'-0" = 1,144 S.F.
MAX. ALLOWABLE OCCUPANCY:
45 SEATED

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FLOOR PLAN

SCALE: 1/4"= 1'-0"

SUP-36564
01-20-10 CC

#	DATE:	BY:	REMARKS:

SHEET TITLE: FLOOR PLAN

PROJECT: TLAQUEPAQUE
PROJECT ADDRESS: 4800 E. BONANZA RD. STE. 9 LAS VEGAS, NV. 89110
TENANT: MARICARMEN SORIA, CELL: 702-581-1197

DATE: NOV-09
SCALE: 1/4"=1'-0"

A1.0

SUP-36564 - APPLICANT: MARICARMEN SORIA - OWNER: BONANZA SUNRISE, LLC
4800 EAST BONANZA ROAD, SUITE #9
DECEMBER 17, 2009 PLANNING COMMISSION

11/12/09

To whom it may concern.

With this letter I'm asking for a permit of especial use. You see I own a Mexican food restaurant two years ago I asked for the permit but it was denied, and because I don't have the permit I can not sell alcoholic beverages and because of that I lost costumer's and the way the economy is I'm close to losing the restaurant and my house because I don't get money and I have a family to support it is very hard because I'm not getting much money, and that is the reason I'm writing this letter to ask for your help so I can get permits, and if you could give me permission to sell at least two or three beers for each customer so that way I can gain a couple of more customers and not lose the restaurant and my house so I plea you to please have some mercy and grant me my permit .

A **waiver** to allow **a 195-foot** distance separation from a school /child care facility
Where 400 feet is required"
I want you guys to know that this is not a **bar or cantina this is a family restaurant**
Then I need you guys to please give me the beer license because my customers
Are asking me it we have any beer and I say we don't and the customers go away.

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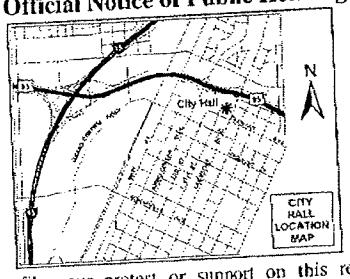
Thank you very much.
Sincerely.

SUP-36564
REVISED
12/17/09 PC

[redacted]

ty of Las Vegas
fice Of The City Clerk
00 Stewart Avenue
as 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-36564
City Council Meeting of 1/20/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN08 2010
MAILED FROM ZIPCODE 89101

JONES FAYEANN F & FRANCIS E
501 BAYBERRY DR
LAS VEGAS NV 89110-3459

APN#14032515021

KAVDS11 89110

2010 JAN 11 A 9:31

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CITY CLERK

FROM : FayeAnn Jones FAX NO. : 702 4596733 Jan. 10 2010 12:18PM P1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas. Nevada 89101

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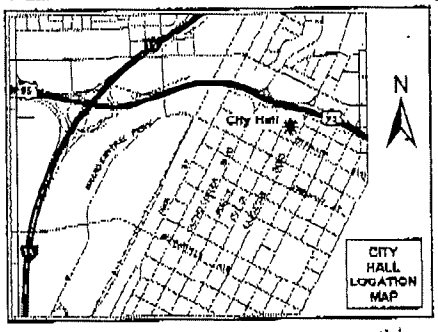

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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36564

City Council Meeting of 1/20/2010

AMERSON FAMILY TRUST
AMERSON GERALD & KAROLYNN CO-
2901 VISTA DEL SOL
LAS VEGAS NV 89120-3612

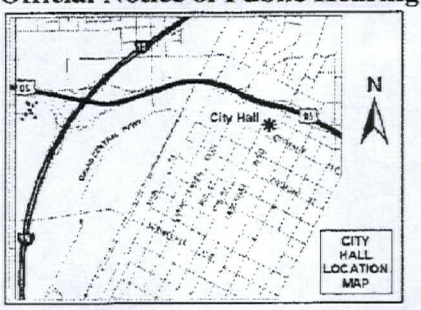
APN#14032512005

KAVDS11 89120

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-36564

Planning Commission Meeting of 12/17/2009

Case: SUP-36564
14029810009
KLAUMENZER THOMAS W & CAMMAE H
4833 IRENE AVE
LAS VEGAS NV 89110-2408

JAV0511 89110

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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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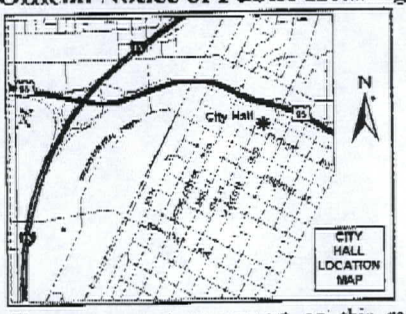

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36564

Planning Commission Meeting of 12/17/2009

Case: SUP-36564

14032512005
AMERSON FAMILY TRUST
2901 VISTA DEL SOL
LAS VEGAS NV 89120-3612

JAV0511 89120

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DEC - 7 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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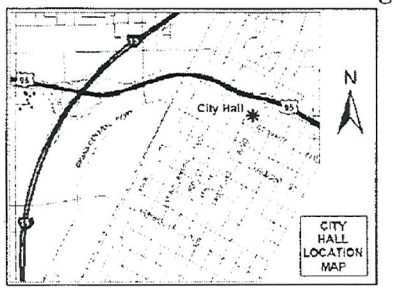

We Don't need Beer or Wine around Schools! The Kids have enough to deal with. Why do you even ask this of the people in this area! Would you put a school next to a BAR! NO
Would you ask the Richy People this SAME thing NO!

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36564

Planning Commission Meeting of 12/17/2009

Case: SUP-36564

14032111068
BROWN EVA JANE
4629 KATHLEEN CT
LAS VEGAS NV 89110-3474

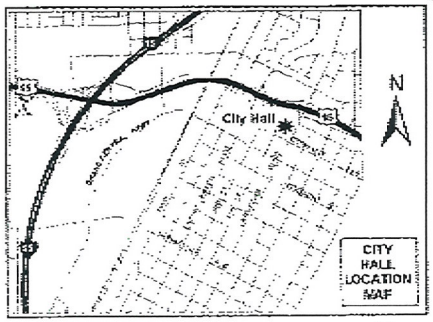
JAVDS11 89110

Dec 08 09 08:13a BROWN

22P

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 OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36564

Planning Commission Meeting of 12/17/2009

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Case: SUP-36564
14032515021
JONES FAYEANN F & FRANCIS E
501 BAYBERRY DR
LAS VEGAS NV 89110-3459

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JANDS11 89110

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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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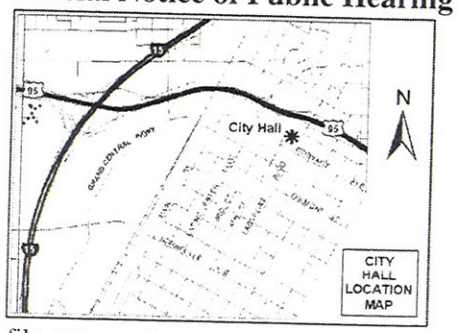

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36564

Planning Commission Meeting of 12/17/2009

Case: SUP-36564

14032513026
PETTIT NANCY J
4821 LANCEWOOD AVE
LAS VEGAS NV 89110-3450

JAVDS11 89110

Submitted after final agenda
Date 12-17-09PC
Item 22P

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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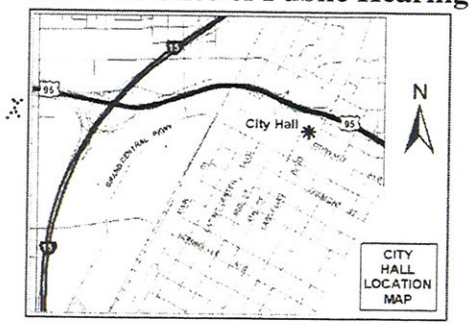

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36564

Planning Commission Meeting of 12/17/2009

RECEIVED
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Case: SUP-36564
14029414015
BERMUDEZ FAMILY TRUST
4616 FIRESIDE LN
LAS VEGAS NV 89110-5411

Submitted after final agenda
Date 12-17-09PC
Item 22P

JAVDS11 89110

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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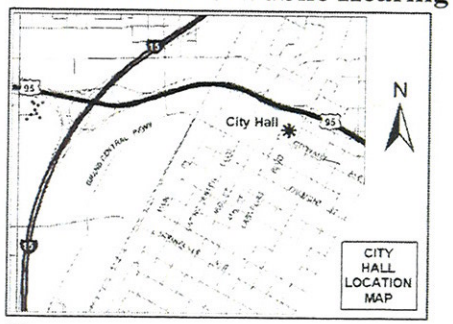

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SUP-36564

Planning Commission Meeting of 12/17/2009

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Case: SUP-36564
14032510010
CUSTINO DONALD J & JEAN ANN
548 CROFT WY
LAS VEGAS NV 89110-3481

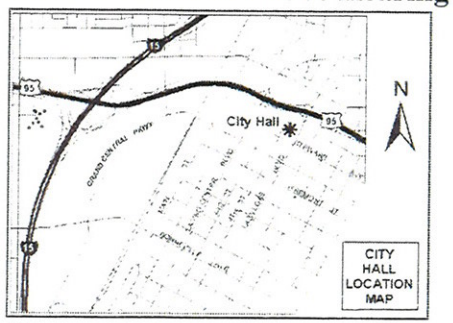
Submitted after final agenda
Date 12-17-09PC
Item 22P

JAVD511 89110

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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SUP-36564

Planning Commission Meeting of 12/17/2009

PRESORTED FIRST CLASS

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Case: SUP-36564
14029414003
KIMURA THELMA T & KEN
4616 ARROWROOT AVE
LAS VEGAS NV 89110-5403

JAVDE11 89110

Submitted after final agenda
Date 12.17.09PC
Item 22P

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

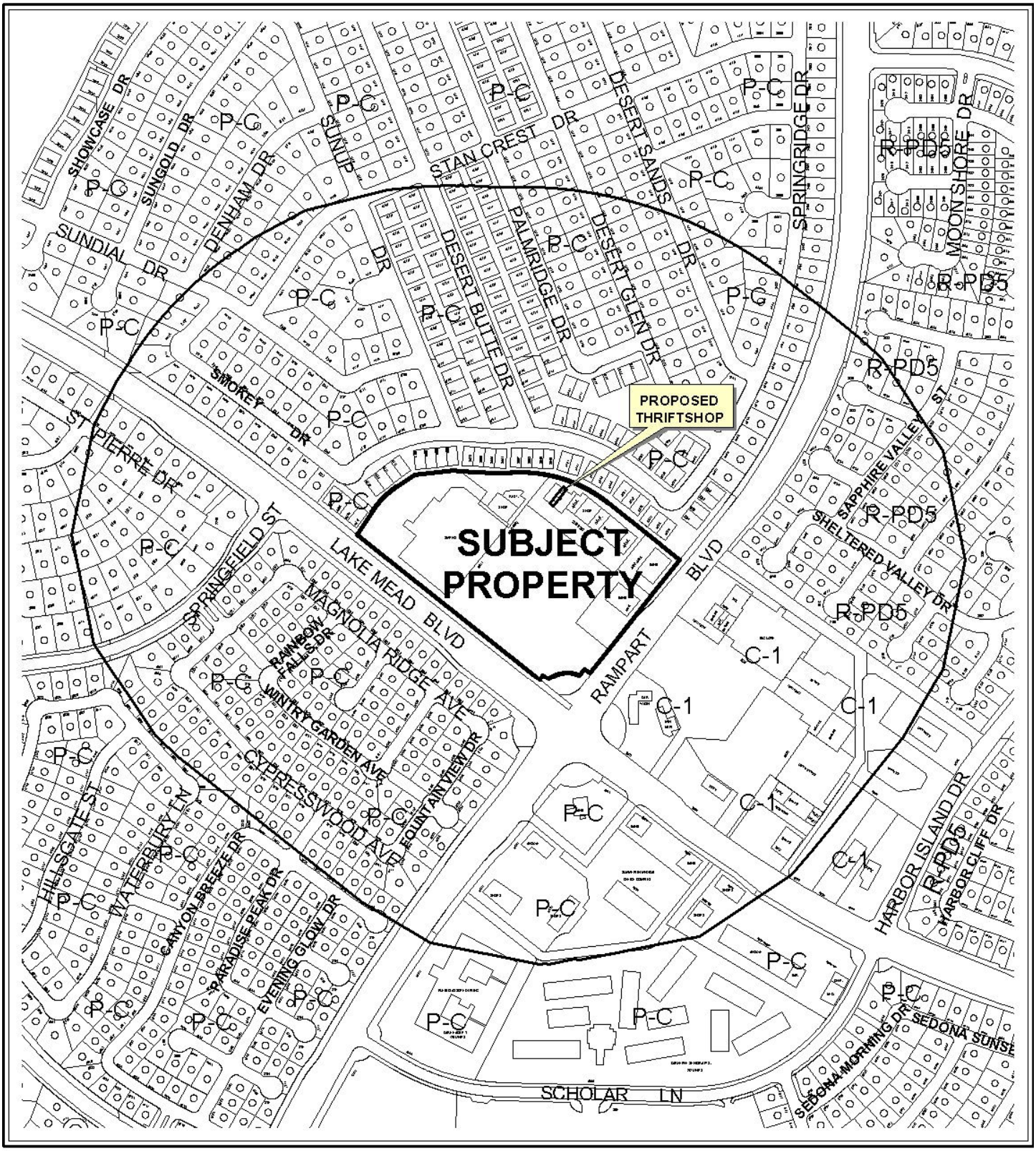
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36571 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SUMMERLIN ENTERPRISES, INC. - OWNER: PATTON RAMPART, LLC - Request for a Special Use Permit TO ADD A THRIFT SHOP (JEWELRY) USE WITHIN AN EXISTING 900 SQUARE-FOOT JEWELRY STORE at 2235 North Rampart Boulevard (APN 138-20-522-003), P-C (Planned Community) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**3**
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. Photo
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the December 17, 2009 Planning Commission Meeting Item 23



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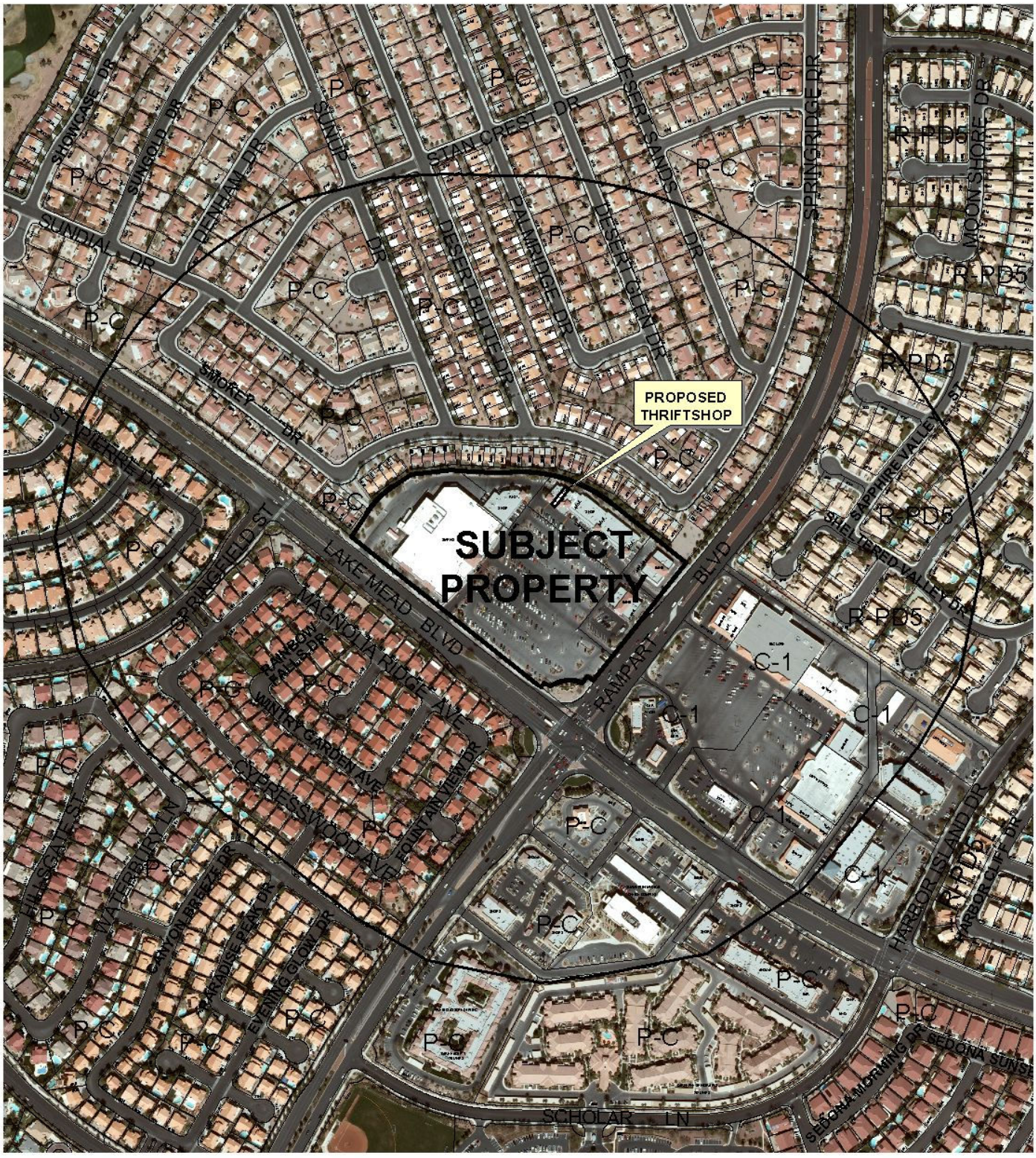
CASE: **SUP-36571**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



0 500 1000 Feet

CASE: **SUP-36571**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36571 - APPLICANT: SUMMERLIN ENTERPRISES, INC. - OWNER: PATTON RAMPART, LLC

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Thrift Shop 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. The hours of operation shall be from 9:00 a.m. to 5:30 p.m. Monday through Saturday.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit to add a Thrift Shop (Jewelry) use within an existing 900 square-foot Jewelry Store at 2235 North Rampart Boulevard. The tenant space is located within an existing 121,582 square-foot shopping center. The applicant has indicated that the project will not alter the square footage of the existing tenant space and will not modify the existing condition of the site. The proposed use is compatible with adjacent surrounding uses and meets minimum Special Use Permit requirements for a Thrift Shop use, as set forth by Title 19.04. Therefore, staff recommends approval of this request. If this application is denied, the proposed Thrift Shop use cannot be located within the subject tenant space, nor can a business license be obtained for the use at this location.

ISSUES

- The subject site is located in Sun City Summerlin, with permitted uses per the Summerlin Development Standards. The Thrift Shop use is most appropriate as there are no other categories within the standards that specifically allow second-hand sales of merchandise. As there are no specific requirements listed for the use within the Summerlin Development Standards, the use requirements of Title 19.04 are applied.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
09/15/98	A deed was recorded for a change in ownership at 2235 North Rampart Boulevard.
12/17/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #23/jb).
Related Building Permits/Business Licenses	
11/19/94	A business license (J01-01333) was issued for a Jewelry Sales, New use at 2235 North Rampart Boulevard. The license is currently active.
11/07/07	The Planning & Development Department approved a building permit (101115) for an interior remodel tenant improvement at 2211 North Rampart Boulevard. The permit received final approval on 12/10/07.
Pre-Application Meeting	
10/16/09	The Planning & Development Department met with the applicant and reviewed the requirements for a Special Use Permit application.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	
Field Check	
11/12/09	Staff conducted a field inspection and noted a well maintained shopping center.

Details of Application Request	
Site Area	
Net Acres	11.62

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center	Commercial (Sun City Summerlin Land Use Designation)	P-C (Planned Community)
North	Multi-Family Residences	Duplex Home (Sun City Summerlin Land Use Designation)	P-C (Planned Community)
South	Shopping Center	VC (Village Commercial) Summerlin Land Use Designation	P-C (Planned Community)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	SF-3 (Single Family Detached) Summerlin Land Use Designation	P-C (Planned Community)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Sun City Summerlin	X		Y
P-C Planned Community District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

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	121,582 SF	1:250	478	9	624	14	
TOTAL			487		638		Y

ANALYSIS

The subject site is located in Sun City Summerlin, with permitted uses per the Summerlin Development Standards. The Thrift Shop use is most appropriate as there are no other categories within the standards that specifically allow second-hand sales of merchandise. As there are no specific requirements listed for the use within the Summerlin Development Standards, the use requirements of Title 19.04 are applied.

The applicant is proposing to establish a Thrift Shop use within an existing 121,582 square-foot shopping center. The proposed Thrift Shop use will be located within an existing 900 square-foot tenant space. The applicant is proposing to buy and sell used jewelry, which is consistent with the Thrift Shop use defined in Title 19.04. The applicant currently owns a Jewelry Sales, New establishment at this location. The Thrift Shop use will be ancillary to the Jewelry Sales, New use. The addition of a Thrift Shop use within this shopping center is compatible with the existing and future land uses; therefore, staff recommends approval.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed use is compatible with the Commercial Sun City Summerlin Land Use Designation and is located within an existing shopping center. The use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The Thrift Shop use will be in conjunction within an existing shopping center, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is accessed by Rampart Boulevard and Lake Mead Boulevard, which are designated as 100-Foot Primary Arterials by the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Thrift Shop will not compromise public health, safety, or welfare as the proposed Thrift Shop use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Thrift Shop use complies with the conditions per Title 19.04.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 528 by City Clerk

APPROVALS 2

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 2235 North Rampart Blvd., Las Vegas, NV 89128

Project Name Summerlin Jewelers **Proposed Use** Thriftshop (Jewelry)

Assessor's Parcel #(s) 13820522003 **Ward #** 4

General Plan: existing SC proposed — **Zoning:** existing P-C proposed —

Commercial Square Footage 900 sq. ft. **Floor Area Ratio** _____

Gross Acres 1.53 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Patton Rampart LLC **Contact** Michael Patton/David Patton

Address 41 Corporate Park, Suite 250 **Phone:** 949-852-0266 **Fax:** 949-660-8906

City Irvine **State** California **Zip** 92606

E-mail Address _____

APPLICANT Summerlin Enterprises, Inc. dba Summerlin Jewelers **Contact** Lawrence H. Minden

Address 2235 North Rampart Blvd. **Phone:** 702-243-8240 **Fax:** 702-242-8242

City Las Vegas **State** NV **Zip** 89128

E-mail Address summent@yahoo.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Michael D Patton

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Michael D. Patton

Subscribed and sworn before me

This 22 day of October, 2009

Diana Lynn

Notary Public in and for said County and State

Orange, CA

DIANA LYNN
Commission # 1699208
Notary Public - California
Orange County
My Comm. Expires Oct 17, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP 36571
Meeting Date:	12.17.09
Total Fee:	$1,080.-
Date Accepted:	11.3.09
Accepted By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

APP # SUP36571

Case Number: SUP-36571 APN: _____

Name of Property Owner: PATTON RAMPART, LLC

Name of Applicant: SUMMERLIN JEWELERS

Name of Representative: LAWRENCE H. MINDEN

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: Michael D Patton - Mgr Member

Print Name: MICHAEL D. PATTON

DIANA LYNN
Commission # 1699208
Notary Public - California
Orange County
My Comm. Expires Oct 17, 2010

Subscribed and sworn before me

This 2 day of Nov., 2009

Diana Lynn, Orange County, CA

Notary Public in and for said County and State

Revised 11-14-06

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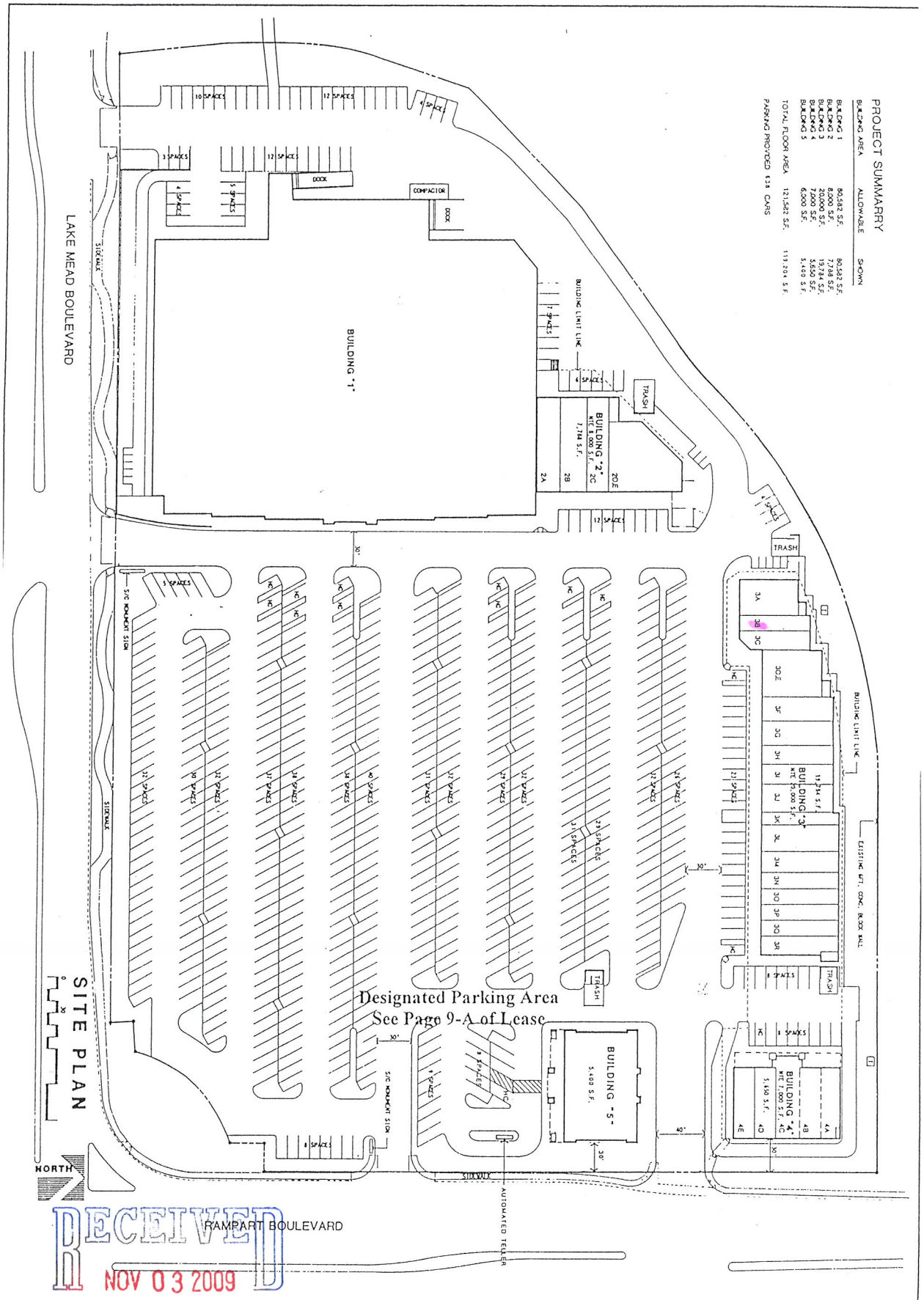

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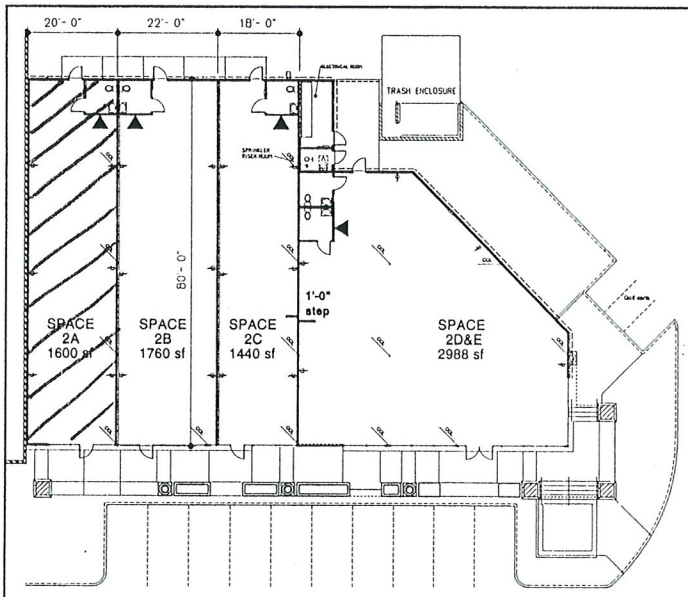
SUP-36571
12/17/09 PC

DATE : 12/14/95

SITE PLAN EXHIBIT " A-1 "

NORTH WEST CORNER OF RAMPART BLVD. & LAKE MEAD BLVD., LAS VEGAS, NEVADA



BUILDING #2 FLOOR PLAN

7,788 SQ. FT. (NET)

ELECTRICAL RECEPTACLE

TELEPHONE J BOX

SHEAR WALLS

COL — COLUMN IN WALL

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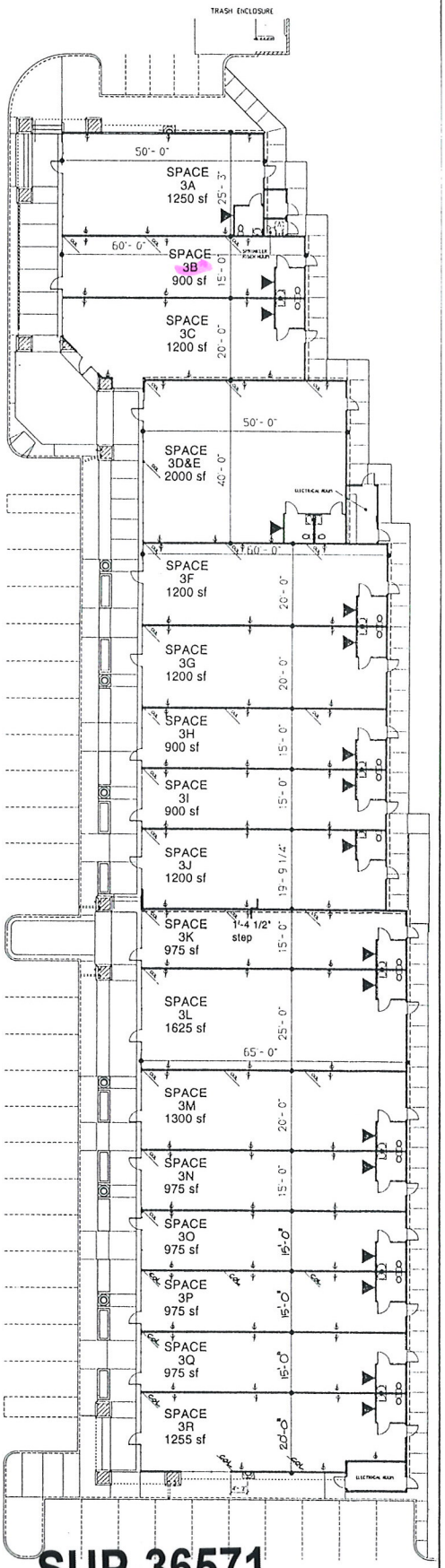
BUILDING #3 FLOOR PLAN

19,805 SQ. FT. (NET)



SUP-36571

12/17/09 PC

DATE :

PLAN IS SCHEMATIC AND SUBJECT TO CHANGES DUE TO FIELD CONDITIONS

FLOOR PLAN EXHIBIT " A-2 "

NORTH WEST CORNER OF RAMPART BLVD. & LAKE MEAD BLVD., LAS VEGAS, NEVADA

DECEMBER 17, 2009 PLANNING COMMISSION

00/00/09

SUMMERLIN JEWELERS
2235 North Rampart Boulevard
Las Vegas, Nevada 89128
(702) 243-8240 telephone
(702) 243-8242 facsimile
www.summerlinjewelers.com

October 8, 2009

VIA FACSIMILE AND FIRST CLASS MAIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Re: Special Use Permit Application #SUP 36571
Justification Letter

Dear Sir/Madame:

Summerlin Enterprises, Inc., dba Summerlin Jewelers is a third-generation retail jewelry store established in October 1994. We sell and repair all types of jewelry including gold, platinum, silver and costume jewelry, along with precious and semi-precious gemstones. We also design custom jewelry. We are proud members of the Las Vegas Better Business Bureau, Las Vegas Chamber of Commerce, and IJO (Independent Jewelers Organization).

Request/Intended Use of the Property: In addition to selling and repairing jewelry, we respectfully request permission to accept jewelry on consignment from our customers, and to buy all types of used jewelry from the public. This requires a Special Use Permit/Class 3 Second-Hand Dealers Privileged License.

Number of Employees: We currently employ eight (8) employees.

Officers/Owners of the Corporation: Lawrence and Diana Minden
Goldsmith: Alejandro Meza
Bookkeeper: Amy Goodroad
Sales Manager: Steven Goodroad
Sales Associates: Nancy Jorgenson, Melissa Goodroad, and Lyndsey Ritchie

SUP-36571
REVISED
12/17/09 PC

NOV 0 9 2009

Hours of Operation: Our regular hours of operation are Monday through Saturday, 9:00 a.m. to 5:30 p.m. During the Christmas holiday, we extend our hours as needed.

Existing Similar Uses Owned or Operated by the Application: None

Any Required State Licenses Specific to the Use Requested: None

Findings: A Special Use Permit allowing Summerlin Jewelers to accept consignment jewelry from its customers, and permitting the purchase of used jewelry will not disturb the existing surrounding land uses or future surrounding land uses. Our store is physically suitable for this type of special use. Streets providing access to the property are adequate to meet the requirements of our proposed use. Approval of a Special Use Permit will not be inconsistent with or compromise the public health, safety, and welfare of the overall objective.

Respectfully submitted,

SUMMERLIN JEWELERS

Lawrence H. Minden, President

SUP-36571
REVISED
12/17/09 PC

NOV 0 9 2009

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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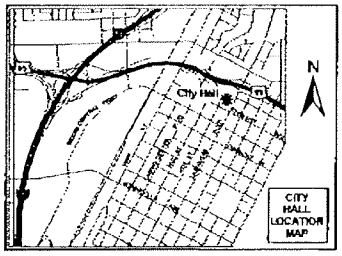

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571
City Council Meeting of 1/20/2010

YERUSHALMI PROPERTIES L L C
2400 WESTERN AVE
LAS VEGAS NV 89102-4816

APN#13820611005

RECEIVED
CITY CLERK
2010 JAN 11 A 11:23

01/11/2010 MON 11:06 [TX/RX NO 7098] 001

KAUDS11 89102

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

12/10/2009 17:51 FAX 303 778 0268 METRO APPLIANCE SERVICE 001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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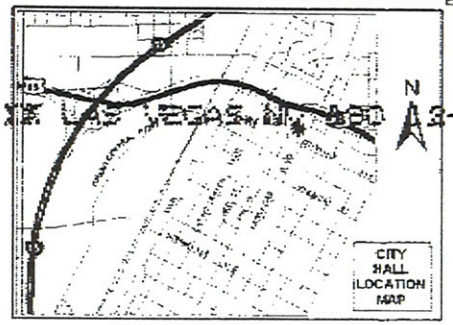

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SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571
13820517032
MILLER WILLIAM J & JUDITH A
4875 S MONACO ST #603
DENVER CO 80237-3479

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DEC 11 2009

Submitted after final agenda
Date 12-11-09 PC
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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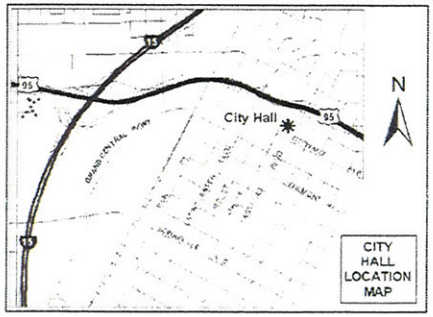

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SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571
13820610025
MILKO PAUL & YVONNE L REV LIV TR
2125 FOUNTAIN VIEW DR
LAS VEGAS NV 89134-0318

Submitted after final agenda
Date 12-17-09 PC
Item 23P

JAN0511 A9134

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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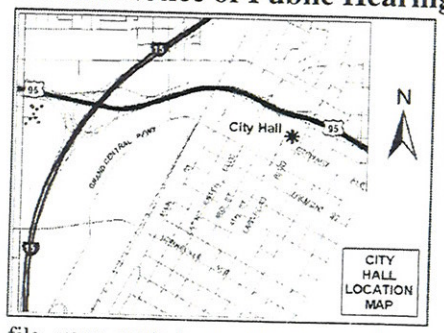

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571

13820520010
BROWNSON-GILBERT LIVING TRUST
%C GILBERT
8712 MAGNOLIA RIDGE AVE
LAS VEGAS NV 89134-0334

JAVD511 89134

Submitted after final agenda
Date 12-17-09 PC
Item 23P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 DEC 04 2009
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Return Service Requested
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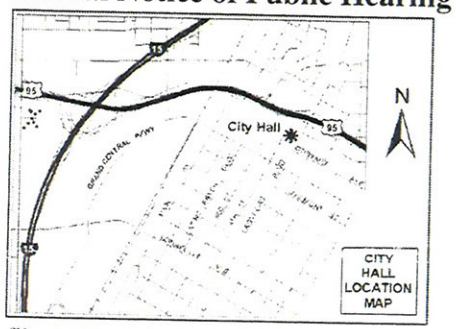

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571

13820514019
RIEZLER NORBERT & MELISSA
2228 BARCHETTA DR
LAS VEGAS NV 89134-6029

Submitted after final agenda
Date 12-17-09PC
Item 23P

JAVDS11 89134

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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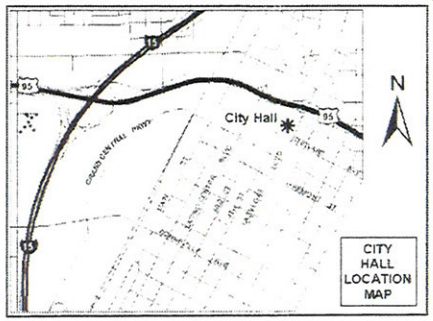

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36571
Planning Commission Meeting of 12/17/2009

Case: SUP-36571
13820516007
FERRE A VICTOR & J LOUISE
8617 PRAIRIE HILL DR
LAS VEGAS NV 89134-8415

JAVD511 89134

Submitted after final agenda
Date 12-11-09PC 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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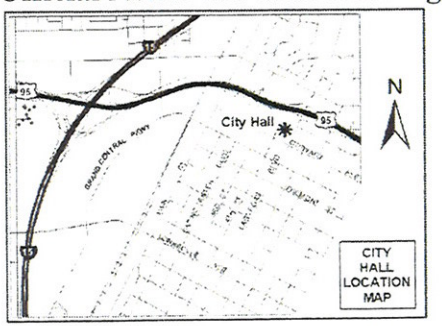

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☒ I OPPOSE this Request

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SUP-36571

Planning Commission Meeting of 12/17/2009

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DEC 11 2009

Case: SUP-36571

13820514017
HUTCHINGS DARRYL & BIRGIT
2236 BARCHETTA DR
LAS VEGAS NV 89134-6029

JAVD511 89134

Submitted after final agenda
Date 12-17-09PC Item 23P

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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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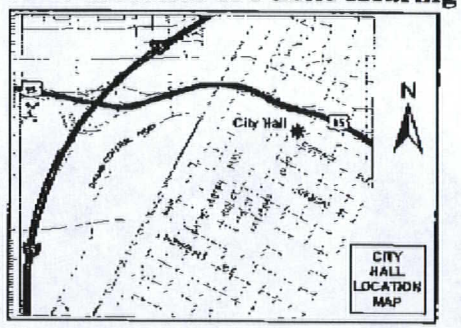
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571

13820611005
YERUSHALMI PROPERTIES L L C
2400 WESTERN AVE
LAS VEGAS NV 89102-4816

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DEC - 7 2009

JAV0511 89102

12/07/2009 10:13 FAX 382 3307 The Jewelers Western

City of Las Vegas
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Las Vegas, Nevada 89101-2986

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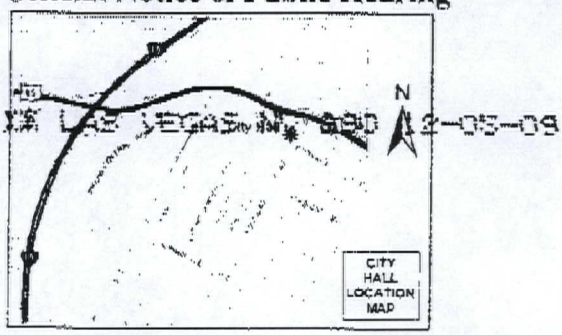

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571
13820520011
WARNER MICHAEL & DINA M
3069 N OAK CIR
BOOMFIELD CO 80020-1054

JAV0511 80020

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Planning & Development Department
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Las Vegas, Nevada 89101-2986

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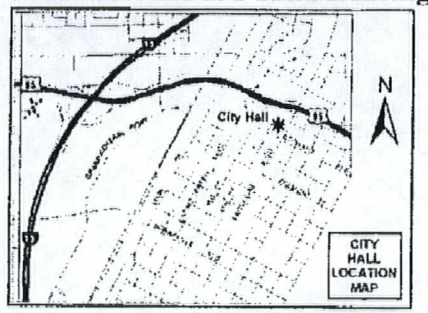

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571

13820518003
ROESNER KENT W & YOLANDA LIV TR
2105 RICO PEAK
LAS VEGAS NV 89128-7634

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Dec 06 09 06:00a Yogi 702-233-8825 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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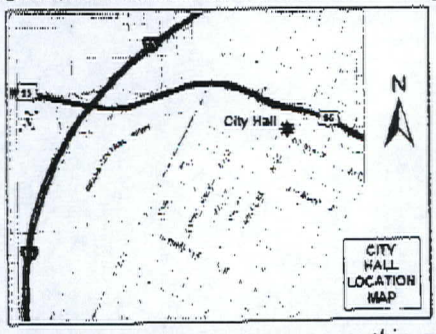

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571
Planning Commission Meeting of 12/17/2009

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DEC - 7 2009

Case: SUP-36571
13817812024
SCHUG MICHAEL L & BARBARA
2424 PALMRIDGE DR
LAS VEGAS NV 89134-8877

23A

12/05/2009 22:45 17022428459 PAGE 01

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Development Services Center
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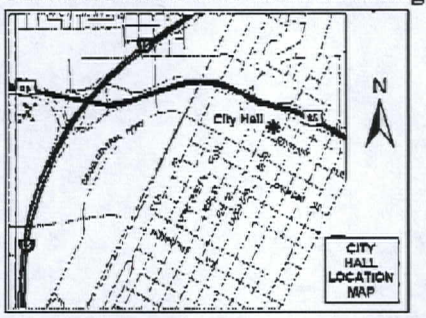

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571
13821117039
OMOHUNDRO TIPTON T & C L FAM TR
2113 SNOWBIRD CT
LAS VEGAS NV 89128-7622

JAVD511 89128

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Planning & Development Department
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Las Vegas, Nevada 89101-2986

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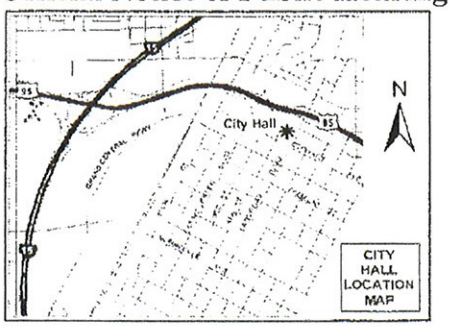

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this [redacted] to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36571

Planning Commission Meeting of 12/17/2009

Case: SUP-36571
13820610007
EALEY JAMES R & CARRIE L
8725 CYPRESSWOOD AVE
LAS VEGAS NV 89134-0314

JAVDS11 89134

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DEC 14 2009

Submitted after final agenda
Date 12.17.09 PC Item 23 A

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

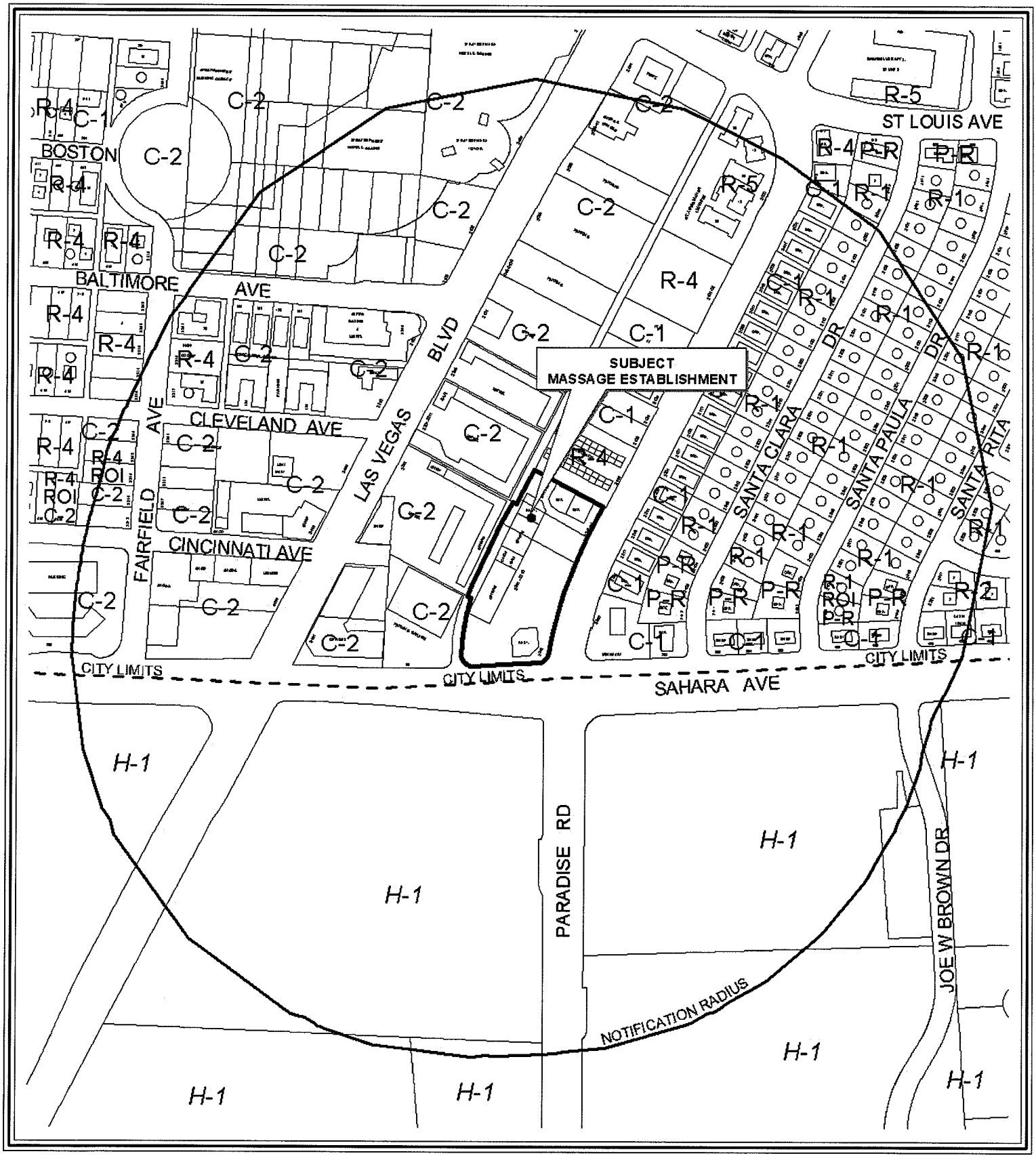
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-36890 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: DOUGLAS R. WINGO - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Required Review of a previously approved Special Use Permit (SUP-11419) THAT ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS located at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-11419
6. Protest Postcards



0 400 800 Feet

CASE: **RQR-36890**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

0 400 800 Feet

CASE: **RQR-36890**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-36890 – REQUIRED REVIEW – SPECIAL USE PERMIT –
APPLICANT: DOUGLAS R. WINGO - OWNER: CHETAK DEVELOPMENT, INC.

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-11419), Required Review (RQR-29379), and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Special Use Permit (SUP-11419) shall be subject to one-year review at a public hearing, at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

3. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site has an existing shopping center that includes a Massage Establishment, Retail Establishments, a Restaurant, and Tavern. The Special Use Permit (SUP-11419) allowed a 1,200 foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirements from three existing Massage Establishments and a waiver to allow the business to operate 24-hours a day. The previously Required Review (RQR-29379) approved 10/1/08 restricted the hours of operation from 9:00 a.m. to 11:00 p.m.

On 09/23/09, business license #M03-00129 for the Massage Establishment at 2212 Paradise Road has been suspended, pending further investigation for possible violations of LVMC 6.52.120. As the applicant is in violation of Title 19.04.050, minimum Special Use Permit requirement, Condition Number 1, which states "The use shall comply with all applicable requirements of LVMC Title 6," staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/05/06	The City Council approved a request for a Special Use Permit (SUP-11419) for the proposed 1,200 square foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments and a waiver to allow the business to be open 24-hours a day at 2212 and 2214 Paradise Road. The Planning Commission recommended approval on 03/09/06.
05/17/06	The City Council approved a request for a Review of Condition Number 6 (ROC-12801) of a previously approved Special Use Permit (SUP-5912) to remove the condition that allows the sale of alcoholic beverages to be limited to the sale of beer and wine only within an existing restaurant at 2218 Paradise Road.
10/01/08	The City Council approved a request for a Required Review (RQR-29379) of a previously approved Special Use Permit (SUP-11419)
Related Building Permits/Business Licenses	
04/22/03	A building permit (03008069) was issued for a non-work certificate of occupancy at 2212 Paradise Road. The Permit was finalized on 04/23/03.
09/16/04	A business license (M12-01099) was issued for a Massage Therapists at 2212 Paradise Road. The license is still active.

Related Building Permits/Business Licenses	
09/28/06	A building permit (06006137) was issued for tenant improvements for a certificate of occupancy at 2212 Paradise Road. A certificate of occupancy was issued on 11/09/06.
02/08/08	A business license (M03-00129) was issued for a Massage Establishment located at 2212 Paradise Road. As of 09/23/09, the license is in a "pending" status due to an ongoing investigation of the business.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	0.36

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Massage Establishment, Retail Establishments, Restaurant	C (Commercial)	C-1 (Limited Commercial)
North	Tavern	C (Commercial)	C-1 (Limited Commercial)
South	Retail Establishments	C (Commercial)	C-1 (Limited Commercial)
East	Offices	C (Commercial)	C-1 (Limited Commercial)
West	Retail Establishments and Motels	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the Required Review (RQR-36890) of a previously approved Special Use Permit (SUP-11419) allowing a 1,200 foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirements from three existing Massage Establishments and a waiver to allow the business to operate 24-hours a day. The previously Required Review (RQR-29379) approved on 10/01/08 revoked the original approval for 24-hour operations, restricting the hours of operation from 9:00 a.m. to 11:00 p.m. Staff conducted a field check of the subject site on 12/07/09 and found the area surrounding the business to be neat and clean in appearance, but did note that there is a sign on this unit advertising 24-hour operations.

On 09/23/09, business license #M03-00129 for the Massage Establishment at 2212 Paradise Road has been placed in a "pending" status by the Finance Department for possible violations of LVMC 6.52.120. There have been three incidents at the subject site (one per year) since November 2006, where Metropolitan Police has arrested an employee for solicitation of prostitution. On 08/14/07, one of incidents was heard in Court with the suspect being found guilty of the alleged offense.

FINDINGS

Since the approval of the Special Use Permit (SUP-11419), the business has been cited with three alleged violations of LVMC Title 6.52.120 pertaining to prohibited activities within a Massage Establishment with a guilty verdict for one of the events (as of 12/15/09). As the business does not comply with Title 19.04.050 Condition #1 of the Minimum Special Use Permit Requirements, staff is recommending denial of this Required Review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 684

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-36890 APN: 16203411010

Name of Property Owner: Chetak Development, Inc.

Name of Applicant: Douglas R Wingo

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?

X 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: Richard W. Truesdell (Planning Commission)

Partner(s): Will Kemp _____

APN: 16203411010

Signature of Property Owner: Will Kemp, Pres.

Print Name: Will Kemp.

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Subscribed and sworn before me

This 4th day of December, 2009

Notary Public in and for said County and State

MONICA JACOBS
Notary Public State of Nevada
No. 08-6784-1
My appt. exp. Apr 25, 2012

PROJECT DATA

ADDRESS: N.W.C. OF PARADISE ROAD & SAHARA AVENUE LAS VEGAS, NEVADA

SITE AREA: 99,639 S. F. / 2.29 AC.

ZONING: C-1

BLD'G C: 20,800 SQ. FT +/-

BLD'G D: 3,400 SQ. FT +/-

BLD'G E: 3,600 SQ. FT +/-

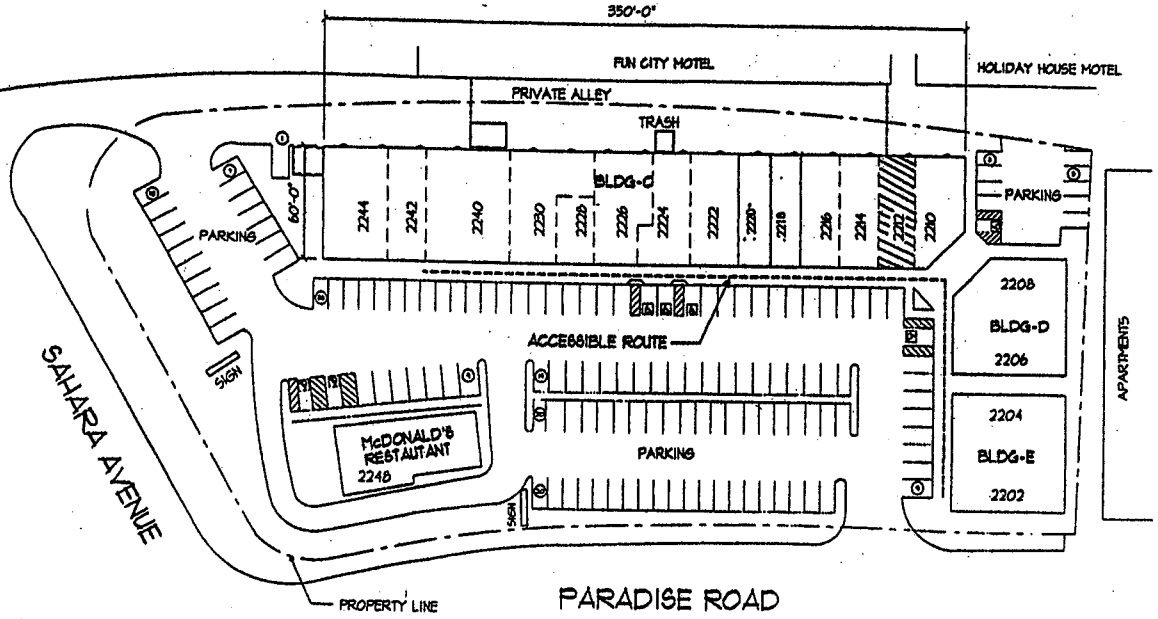
McDONALD'S 3,081 SQ. FT +/-

Applicant

Princess Massage
2212 Paradise Road
Las Vegas, Nevada 89102

PARKING ANALYSIS

SUITE NO.	PRESENT TENANT'S NAME	OCCUPANCY	APPROX. AREA	NEW PARKING REQ'D.
2206-08	STAR POINT RESORT	OFFICE	3,445 S.F.	20
2216	STAR POINT RESORT			
2224	ALL STATE INSURANCE			
2228	SIGNATURE LOAN			
2214	SARNO'S COLLECTIBLES (Nascar)	RETAIL	6440 S.F.	26
2222	GOSSIP HAIR STYLE			
2240	RENT-A-DRESS TUX			
2242	MOVIE POSTER			
2250	VACANT	FURNITURE	1150 S.F.	4
2244	VACANT	OFFICE ⚠	2400 S.F.	8
2202-04	HILLY'S SALOON	RESTAURANT	3600 S.F.	32
2210	CARIBBEAN RESTAURANT	RESTAURANT	1650 S.F.	11
2212	PRINCESS MASSAGE	MASSAGE	1550 S.F.	8
2226	VACANT ⚠	RESTAURANT	1500 S.F.	15
2218-20	INDIA OVEN	RESTAURANT	2510 S.F.	24
2248	McDONALD'S RESTAURANT	RESTAURANT	5081 S.F.	31
		TOTAL PARKING REQ'D.		190
		1983 VARIANCE		50
		NET PARKING REQ'D		140
		PARKING PROVIDED:-		
		STANDARD		98
		HANDICAP		1
		COMPACT		33
		TOTAL EXISTING PARKING		139
		ADDED NEW PARKING		2
		TOTAL PARKING PROVIDED		141



SITE PLAN

SCALE:- 1" : 30'-0"

SAHARA - PARADISE PLAZA

RQR-36890

01-20-10 CC

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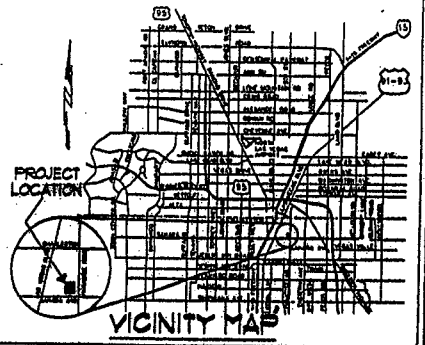
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



NO.	DATE	REVISION
1	2-9-05	REVISED PARKING ANALYSIS
2	3-4-05	REVISED PER CITY COMMENTS
3	3-30-05	REVISED PER CITY COMMENTS
4	5-05-05	REVISED SQUARE FOOTAGE

PRINCESS MASSAGE
2212 Paradise Road, Las Vegas, Nevada

JOB NO.
DRAWN BY
CHECKED BY
DATE: 12-20-04

A-1

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- 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DOUGLAS REX WINGO
7514 LONGHORN LODGE AVE
LAS VEGAS, NV 89113-4010

702-360-9920

Princess Massage
2212 Paradise Road
Las Vegas, Nevada 89104
702-369-1717

To whom it may concern:

This letter is to explain my financial hardships

1 Obama's speech telling corporations not to come to Vegas or a few other good party town I work in the banquet department at the Paris Hotel and we have lost or had canceled 50% of our conventions. We used to get conventions of ≈ 4 thousand every week now were lucky if we get 1 a month. We have cut all our overtime work

2 Because of my wife getting busted twice for soliciting (bogus charges) no matter what the police officer says. The city council cut our hrs from 24/7 to 14/7 9A-11P by closing so early we miss getting the late show people & club people and all the late shift workers who need the massage to unwind so they can sleep when they go home. We loose almost 1/4 to 1/3 of our business by closing before 3 Am

3 Now in our last heat wave we lost both of our air conditioner/heater units $3,000, each. I've been taking money from my personnel account just to pay the bills now that's all gone too. Now I'm on one of those 3 month pre-foreclosure maintenance programs

RQR-36890
01-20-10 CC

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
02 1M $ 00.41⁴
0004279218 JAN08 2010
MAILED FROM ZIPCODE 89101

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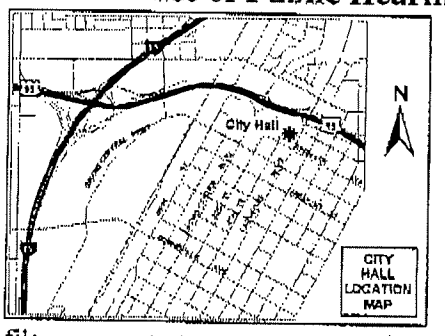
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-36892/RQR-36890
City Council Meeting of **01/20/2010**

16204815173 Case: RQR-36890
HUANG PAUL Y
P O BOX 8247
ROWLAND HEIGHTS CA 91748-0247

KAVOS11 91748

Jan 11 10 02:50p Susan Hayes 818-702-0610 p.1

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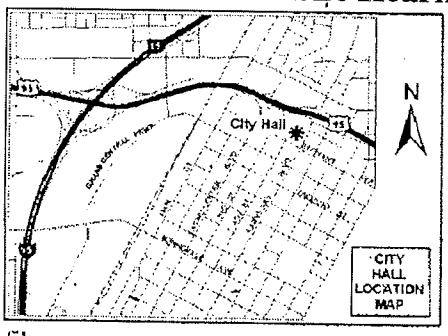

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City Council Meeting of **01/20/2010**

16210114216 Case: RQR-36890
HAYES SUSAN J
23679 CALABASAS RD #382
CALABASAS CA 91302-1502

KAVOS11 91302

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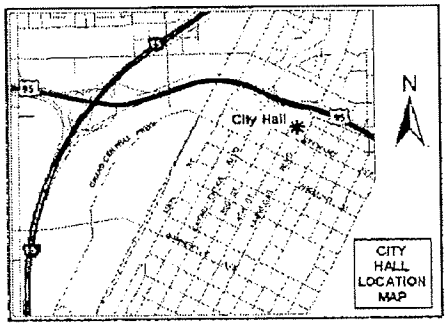

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City Council Meeting of **01/20/2010**

Case: RQR-36890
16210114276
IMHOFF W JOSEPH REV AGMT TR
322 KAREN AVE #3808
LAS VEGAS NV 89109-0453

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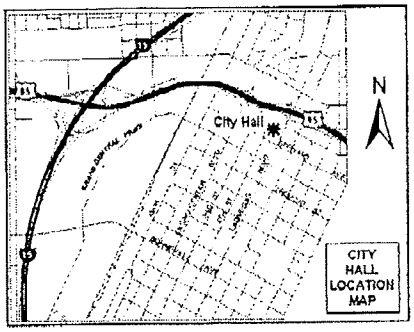

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ROC-36892/RQR-36890
City Council Meeting of **01/20/2010**

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

RECEIVED
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

May 12, 2006

Mr. Richard Truesdell
Chetak Development
3810 Meadows Lane
Las Vegas, Nevada 89107

RE: SUP-11419 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 5, 2006

Dear Mr. Truesdell:

The City Council at a regular meeting held April 5, 2006 APPROVED the request for a Special Use Permit FOR THE PROPOSED 1,200 SQUARE FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS AND A WAIVER TO ALLOW THE BUSINESS TO BE OPEN 24 HOURS A DAY at 2212 and 2214 Paradise Road (APN 162-03-411-010 and 011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 6, 2006. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be subject to a one year review.

2. Conformance to all Minimum Requirements under Title 19.04.050 for a Massage Establishment use.

3. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0060-01) and Variance (V-0147-90).

4. A Waiver from the distance separation requirement that requires the use to be located greater than 1,000 feet from similar establishments is hereby granted.

5. A Waiver from the hours of operation is hereby granted to allow the business to be open for 24 hours.

6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

7. All City Code requirements and design standards of all City departments must be satisfied.

RQR-36890
01-20-10 CC

Sincerely,

Ydoleena Yturralde
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Douglas R. Wingo
Princess Massage
7514 Longhorn Lodge Avenue
Las Vegas, Nevada 89113

Ms. Jan Brichacek
Kolesar & Leatham, Chtd
3320 West Sahara Avenue, Suite #380
Las Vegas, Nevada 89102

RQR-36890
01-20-10 CC

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

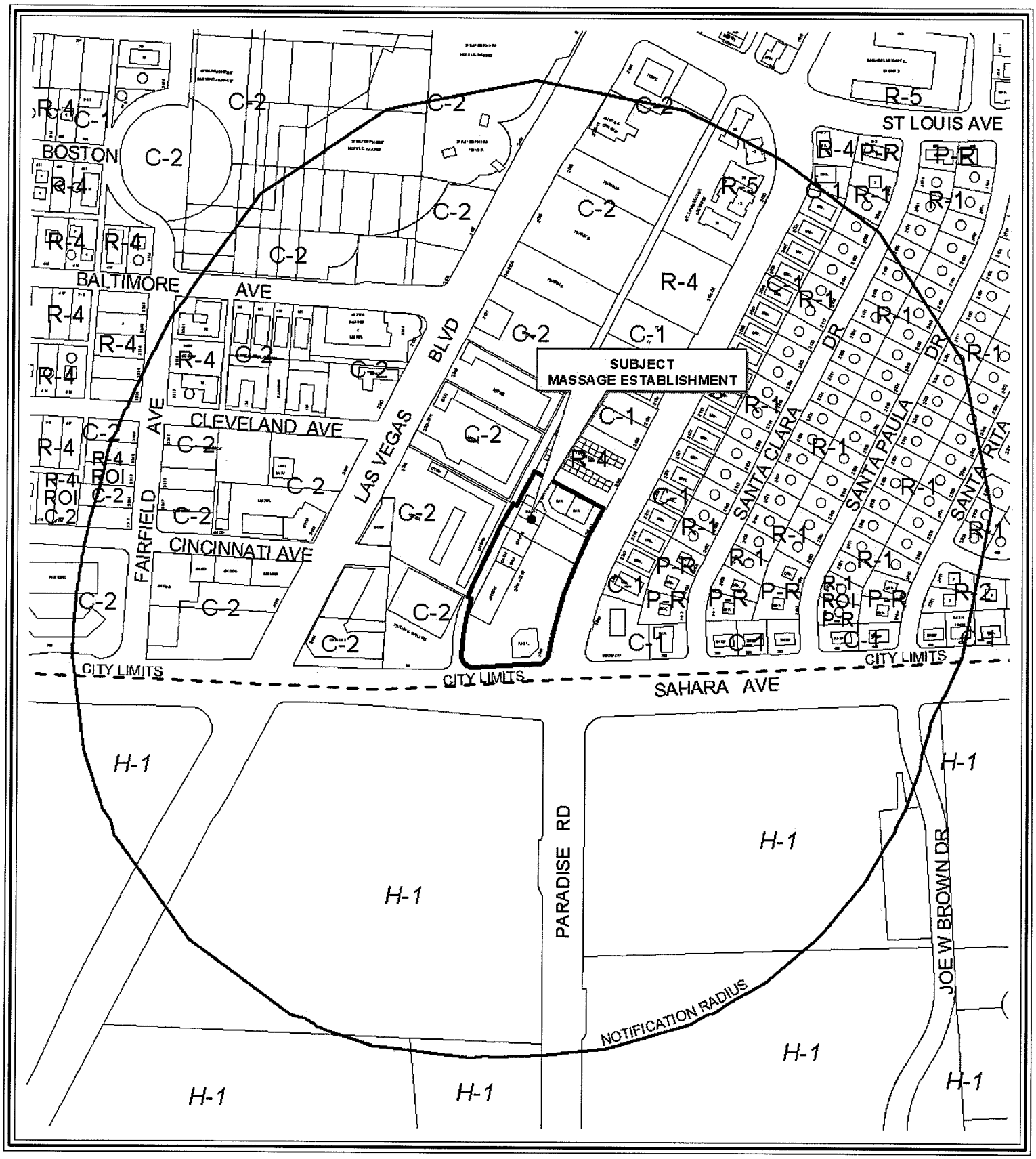
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-36892 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: DOUGLAS R. WINGO - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Review of Condition #5 TO ALLOW 24-HOUR OPERATIONS FOR A MASSAGE ESTABLISMENT located at 2212 and 2214 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-11419
6. Protest Postcards



CASE: **ROC-36892**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 400 800 Feet

N

0 400 800 Feet

CASE: **ROC-36892**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-36892 – REVIEW OF CONDITION – SPECIAL USE PERMIT – APPLICANT: DOUGLAS R. WINGO - OWNER: CHETAK DEVELOPMENT, INC.

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions of approval of the Special Use Permit (SUP-11419) and all other site related actions as require by the Planning and Development Department and Department of Public Works.

2. Condition #5 shall be amended to read, "A waiver shall be granted to allow business operations to be 24-hours."

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Review of Condition #5 of a previously approved Special Use Permit (SUP-11419) to allow 24-hour operations when the previous Required Review (RQR-29379) restricted the hours from 9:00 a.m. to 11:00 p.m. Since November 2006, the Metropolitan Police Department has made three arrests (on different dates) for solicitation of prostitution at the subject site with one resulting in a guilty verdict on 08/14/07. The business license (M03-00129) for the Massage Establishment has been placed in a 'pending' status by the Finance Department due to an ongoing investigation. Due to the previous police incidents at the subject site, staff does not support the requested change in operating hours and is therefore recommending denial.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/05/06	The City Council approved a request for a Special Use Permit (SUP-11419) for the proposed 1,200 square foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments and a waiver to allow the business to be open 24-hours a day at 2212 and 2214 Paradise Road. The Planning Commission recommended approval on 03/09/06.
05/17/06	The City Council approved a request for a Review of Condition Number 6 (ROC-12801) of a previously approved Special Use Permit (SUP-5912) to remove the condition that allows the sale of alcoholic beverages to be limited to the sale of beer and wine only within an existing restaurant at 2218 Paradise Road.
10/01/08	The City Council approved a request for a Required Review (RQR-29379) of a previously approved Special Use Permit (SUP-11419).
Related Building Permits/Business Licenses	
04/22/03	A building permit (03008069) was issued for a non-work certificate of occupancy at 2212 Paradise Road. The Permit was finalized on 04/23/03.
09/16/04	A business license (M12-01099) was issued for a Massage Therapists at 2212 Paradise Road. The license is still active.
09/28/06	A building permit (06006137) was issued for tenant improvements for a certificate of occupancy at 2212 Paradise Road. A certificate of occupancy was issued on 11/09/06.

Related Building Permits/Business Licenses	
02/08/08	A business license (M03-00129) was issued for a Massage Establishment located at 2212 Paradise Road. As of 09/23/09, the license is in a "pending" status due to an ongoing investigation of the business.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	0.36

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Massage Establishment, Retail Establishments, Restaurant	C (Commercial)	C-1 (Limited Commercial)
North	Tavern	C (Commercial)	C-1 (Limited Commercial)
South	Retail Establishments	C (Commercial)	C-1 (Limited Commercial)
East	Offices	C (Commercial)	C-1 (Limited Commercial)
West	Retail Establishments and Motels	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition #5 of a previously approved Special Use Permit (SUP-11419) to allow 24-hour operations when the previous Required Review (RQR-29379) restricted the hours from 9:00 a.m. to 11:00 p.m. Building permit #06006137 was issued on 09/28/06 for a tenant improvement remodel with a certificate of occupancy issued on 11/09/06. Staff conducted a field check of the subject site on 12/07/09 and found the area surrounding the business to be neat and clean in appearance, but did note that there is a sign on the building advertising 24-hour operations.

As of November 2006, the Metropolitan Police Department has made three arrests (on different dates) for solicitation of prostitution at the subject site with one resulting in a guilty verdict on 08/14/07. The business license (M03-00129) for the Massage Establishment has been placed in a 'pending' status by the Finance Department due to an ongoing investigation.

FINDINGS

The previous Required Review (RQR-29379) restricted the hours of operation of the business. The applicant is requesting to return to 24-hour operations as the number of clients serviced per day has dropped significantly, thereby affecting the businesses financial state. Due to past problems with violations of LVMC Title 6, staff does not support the proposed change and is therefore recommending denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 684

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-36892** APN: 16203411010

Name of Property Owner: Chetak Development, Inc.

Name of Applicant: Douglas R Wingo

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?

__x__ 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: Richard W. Truesdell (Planning Commission)

Partner(s): Will Kemp _____

APN: 16203411010

Signature of Property Owner: _____

Print Name: Will Kemp, Pres.

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Subscribed and sworn before me

This 4th day of December, 2009

_____
Notary Public in and for said County and State

MONICA JACOBS
Notary Public State of Nevada
No. 08-6784-1
My appt. exp. Apr. 25, 2012

PROJECT DATA

ADDRESS: N.W.C. OF PARADISE ROAD & SAHARA AVENUE LAS VEGAS, NEVADA

SITE AREA: 99,639 S. F. / 2.29 AC.

ZONING: C-1

BUD'G C: 20,800 SQ. FT +/-

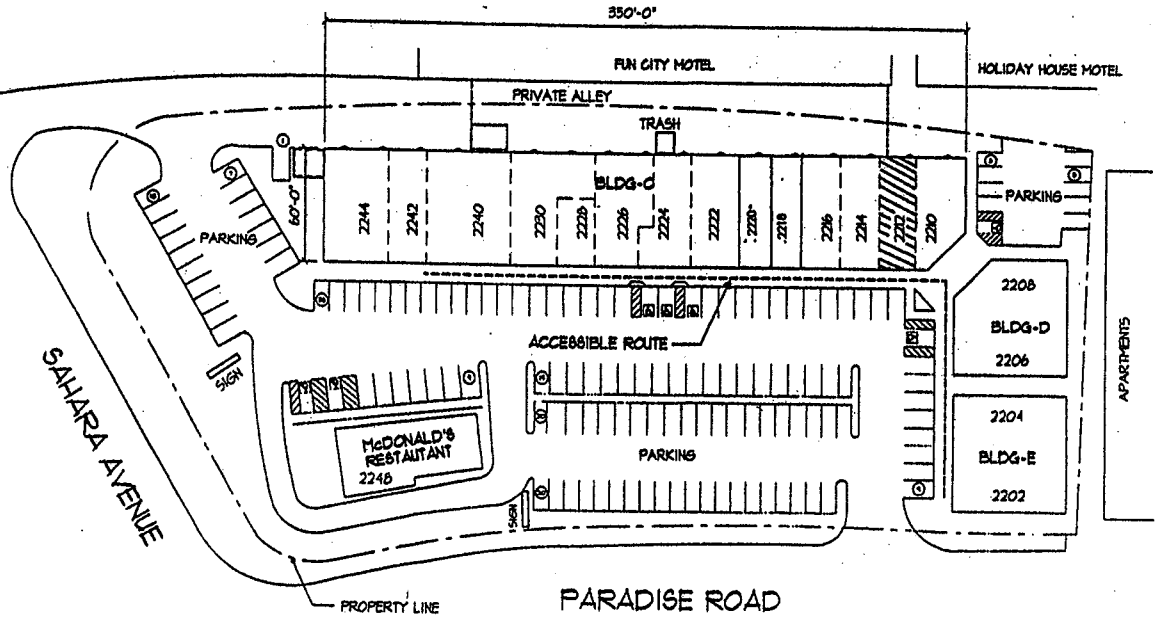
BLD'G D: 3,400 SQ. FT +/-

BLD'G E: 3,600 SQ. FT +/-

McDONALD'S 3,081 SQ. FT +/-

Applicant

Princess Massage
2212 Paradise Road
Las Vegas, Nevada 89102



SITE PLAN

SCALE:- 1" : 30'-0"

PARKING ANALYSIS

SUITE NO.	PRESENT TENANT'S NAME	OCCUPANCY	APPROX. AREA	NEW PARKING REQ'D.
2208-09	STAR POINT RESORT	OFFICE	3,145 S.F.	20
2216	STAR POINT RESORT			
2224	ALL STATE INSURANCE			
2228	SIGNATURE LOAN			
2214	SARNO'S COLLECTIBLES (Vacant)	RETAIL	6490 S.F.	26
2222	GOSSIP HAIR STYLE			
2240	RENT-A-DRESS TUX			
2242	MOVIE POSTER			
2250	VACANT	FURNITURE	1150 S.F.	4
2244	VACANT	OFFICE	2400 S.F.	8
2202-04	HILLY'S SALOON	RESTAURANT	5600 S.F.	32
2210	CARIBBEAN RESTAURANT	RESTAURANT	1650 S.F.	11
2212	PRINCESS MASSAGE	MASSAGE	1550 S.F.	8
2226	VACANT	RESTAURANT	1500 S.F.	15
2218-20	INDIA OVEN	RESTAURANT	2510 S.F.	24
2248	McDONALD'S RESTAURANT	RESTAURANT	3081 S.F.	31
		TOTAL PARKING REQ'D.		180
		1993 VARIANCE		30
		NET PARKING REQ'D		140
		PARKING PROVIDED:-		
		STANDARD		98
		HANDICAP		7
		COMPACT		33
		TOTAL EXISTING PARKING		138
		ADDED NEW PARKING		3
		TOTAL PARKING PROVIDED		141

SAHARA - PARADISE PLAZA

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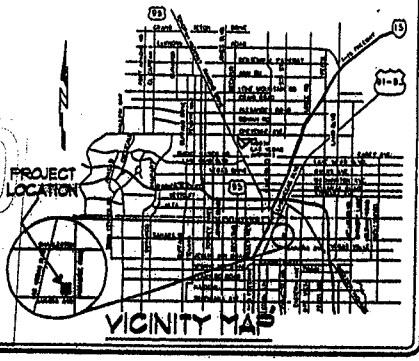
PLANNING & DEVELOPMENT



NO.	DATE	REVISIONS
1	2-5-05	REVISED PARKING ANALYSIS
2	3-4-05	REVISED PER CITY COMMENTS
3	4-20-05	REVISED PER CITY COMMENTS
4	7-20-05	REVISED SITE PLAN

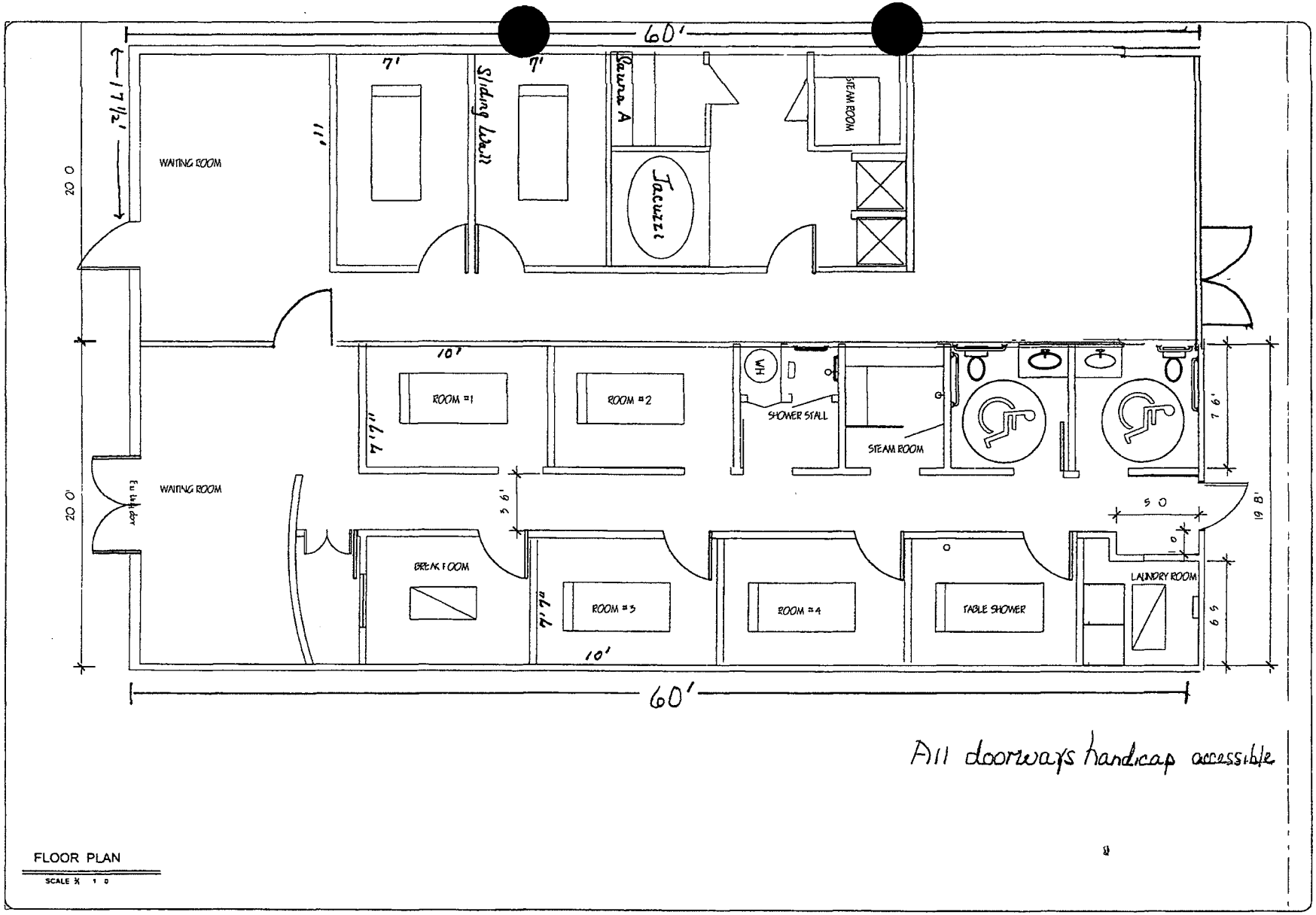
PRINCESS MASSAGE
2212 Paradise Road, Las Vegas, Nevada

JOB NO.
DRAWN BY
CHECKED BY
DATE: 12-30-04

A-1

ROC-36892

01-20-10 CC



FLOOR PLAN

SCALE ¼ 1 0

SILVER CONSTRUCTION EXPRESS

4545 W Sp g Mou tain Rd
STE 103
La Vega NV 89102
Tel (702) 22 5688
Fa (702) 871 9388
NV L Lcens # 5122

Seal

ASIAN PRINCESS SPA

Drawn g By EL

RESRAW By

Date 10-3 2005

Project N mbe SE 05C-008

Sheet Title

FLOOR PLAN

SHEET NUMBER

A-200

ROC-36892

01-20-10 CC

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2 Because of my wife getting busted twice for soliciting (bogus charges) no matter what the police officer says. The city council cut our hrs from 24/7 to 14/7 9A-1AM by closing so early we miss getting the late show people + club people and all the late shift workers who need the massage to unwind so they can sleep when they go home. We loose almost 1/4 to 1/3 of our business by closing before 3AM

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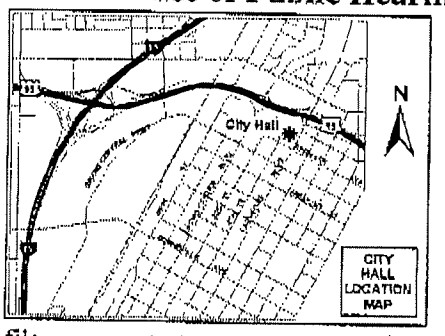

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KAVOS11 91748

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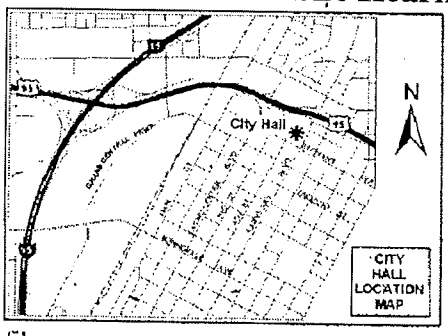

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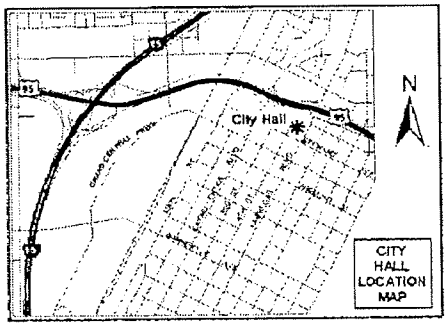
Return Service Requested
Official Notice of Public Hearing



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 City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-36892/RQR-36890
City Council Meeting of **01/20/2010**

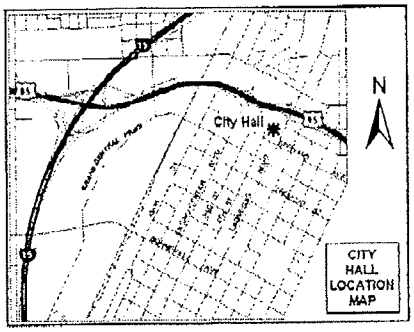
Case: RQR-36890
16210114276
IMHOFF W JOSEPH REV AGMT TR
322 KAREN AVE #3808
LAS VEGAS NV 89109-0453

RECEIVED
CITY CLERK

2010 JAN 11 P 2:55

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.

ROC-36892/RQR-36890
City Council Meeting of **01/20/2010**

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

May 12, 2006

Mr. Richard Truesdell
Chetak Development
3810 Meadows Lane
Las Vegas, Nevada 89107

RE: SUP-11419 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 5, 2006

Dear Mr. Truesdell:

The City Council at a regular meeting held April 5, 2006 APPROVED the request for a Special Use Permit FOR THE PROPOSED 1,200 SQUARE FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS AND A WAIVER TO ALLOW THE BUSINESS TO BE OPEN 24 HOURS A DAY at 2212 and 2214 Paradise Road (APN 162-03-411-010 and 011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 6, 2006. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be subject to a one year review.

2. Conformance to all Minimum Requirements under Title 19.04.050 for a Massage Establishment use.

3. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0060-01) and Variance (V-0147-90).

4. A Waiver from the distance separation requirement that requires the use to be located greater than 1,000 feet from similar establishments is hereby granted.

5. A Waiver from the hours of operation is hereby granted to allow the business to be open for 24 hours.

6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

7. All City Code requirements and design standards of all City departments must be satisfied.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

ROC-36892
01-20-10 CC

RECEIVED
- 9 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Sincerely,

Ydoleena Yturralde
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Douglas R. Wingo
Princess Massage
7514 Longhorn Lodge Avenue
Las Vegas, Nevada 89113

Ms. Jan Brichacek
Kolesar & Leatham, Chtd
3320 West Sahara Avenue, Suite #380
Las Vegas, Nevada 89102

ROC-36892
01-20-10 CC

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 20, 2010

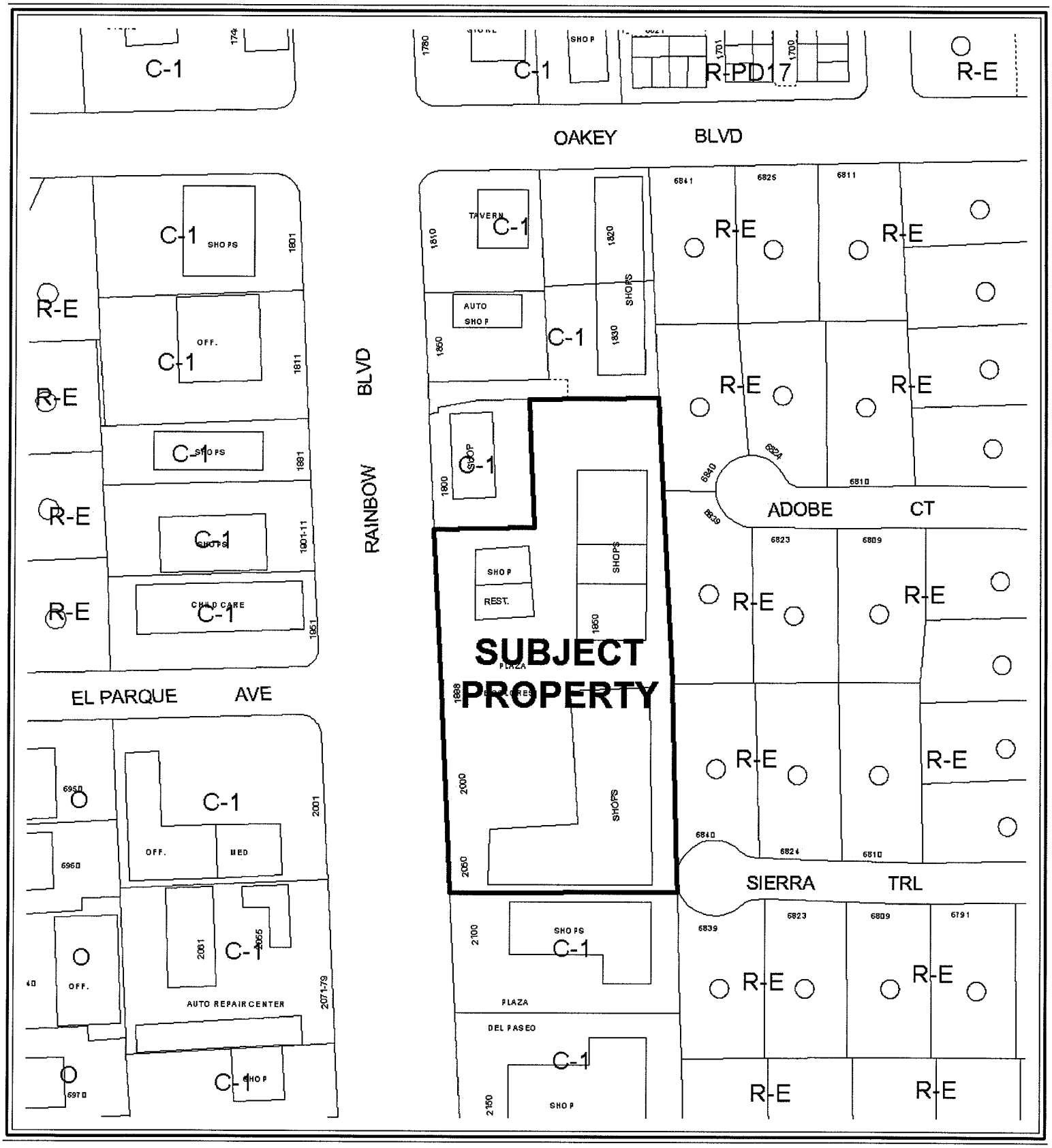
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-22251



0 200 400 Feet

CASE: **EOT-35880**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

0 200 400 Feet

CASE: **EOT-35880**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35880 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT: JIT & NIRMAL MANN - OWNER: RECEIVERSHIP OF AMAPOLA ORANGE, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 18, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Special Use Permit (SUP-22251) shall expire on September 5, 2010 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-22251) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has an existing shopping center with a previously approved Special Use Permit (SUP-22251) for a Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required. The applicant has been issued several building permits for tenant improvements for the supper club that are still active, along with applying for their business licenses (not yet issued). The has been one Code Enforcement case (67666) processed on 07/11/08 for illegal signs and banners at 2000 South Rainbow Boulevard that was closed by Code Enforcement on 07/25/08. The applicant is requesting an Extension of Time to complete the tenant improvements and for the issuance of the business licenses for the use. Staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/19/94	The City Council approved a request for Rezoning (Z-0081-94) from N-U (Non-Urban) to C-1 (Limited Commercial) for a 63,000 square-foot retail shopping center and equipment rental facility located at the east side of Rainbow Boulevard , between Oakey Boulevard and O'Bannon Drive. The Planning Commission recommended approval on 09/22/94.
08/08/96	The Planning Commission approved a request for a plot plan and building elevation review [Z-0081-94(1)] for a 63,000 square-foot retail shopping center on property located at the east side of Rainbow Boulevard, between Oakey Boulevard and O'Bannon Drive.
01/22/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0081-94(2)] for a proposed 20,700 square-foot building in an existing retail center on property located on Rainbow Boulevard between Oakey Boulevard and O'Bannon Drive.
03/26/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0081-94(3)] for a proposed 13, 242 square feet, one-story retail, and office building on property located on the south side of Oakey Boulevard, east of Rainbow Boulevard.
05/14/98	The Planning and Development Department administratively approved a request for a Site Development Plan Review [Z-0081-94(4)] for a proposed 5,323 square-foot Bank on property located on the east side of Rainbow Boulevard, approximately 100 feet north of O'Bannon Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/05/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0081-94(5)] for a proposed 24,932 square-foot addition to an existing retail center on property located on the east side of Rainbow Boulevard, south of Oakey Boulevard.
09/05/07	The City Council approved a request for a Special Use Permit (SUP-22251) for a proposed Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required at 2000 South Rainbow Boulevard. The Planning Commission recommended approval on 08/09/07.
07/11/08	A Code Enforcement case (67666) was processed for illegal signs and banners at 2000 South Rainbow Boulevard. Code Enforcement closed the case on 07/25/08.
10/15/08	The City Council approved a request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) for a proposed Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required at 2000 South Rainbow Boulevard.
Related Building Permits/Business Licenses	
04/06/09	Two permits (133579 and 133580) were issued for interior demolition in preparation for tenant improvements for a Supper Club at 2000 South Rainbow Boulevard, Ste 108 & 110.
09/05/07	Two business licenses (L21-95856 and R09-95855) were filed for a Supper Club and Restaurant at 2000 South Rainbow Boulevard, Suite 108 and 110. The licenses are still pending.
08/31/09	A building permit (132463) was issued for tenant improvements for a Supper Club at 2000 South Rainbow Boulevard, Suite 110. The permit is still open.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	3.55

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center with a proposed Supper Club	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments and Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
West	Offices and Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) for a Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required at 2000 South Rainbow Boulevard, Ste 108 & 110. The applicant has been issued several building permits for tenant improvements for the Supper Club that are still active, along with applying for their business licenses (not yet issued). There has been one Code Enforcement case (67666) processed on 07/11/08 for illegal signs and banners at 2000 South Rainbow Boulevard that was closed by Code Enforcement on 07/25/08.

Title 19.18.060 deems a Special Use Permit exercised upon the approval of a business license, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-22251) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. The applicant is requesting additional time to complete the tenant improvements and receive their business licenses. Staff is recommending approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-22251) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-35880 APN: 163-02-313-011

Name of Property Owner: Receivership of Amapola Orange, LLC

Name of Applicant: Jit Mann

Name of Representative: Jit Mann

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: James R. Wilmot on behalf of the Receivership Estate at Amapola Orange, a CA LLC

Subscribed and sworn before me

This 2 day of September, 2009

[signature]

Notary Public in and for said County and State

DUFFY LYLES
Notary Public - State of Nevada
No. 06-105259-1
My Commission Expires May 10, 2010

Revised 11-14-06

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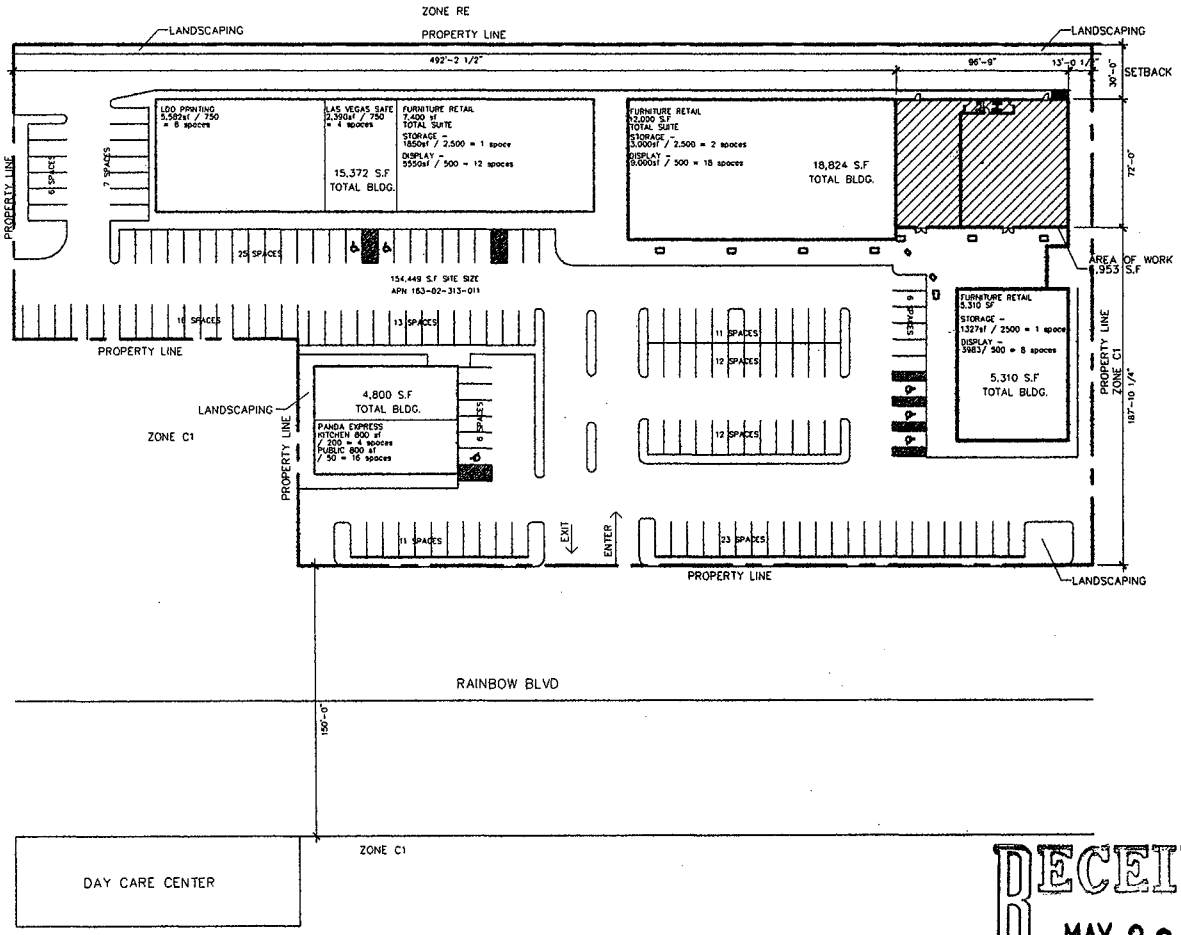


CODE ANALYSIS

154,449 S.F SITE SIZE
APN 163-02-313-011

JURSIDICTION: CITY OF LAS VEGAS

CODE COMPLIANCE
2003 I.B.C. (WITH LOCAL AMENDMENTS)
2000 U.F.C
2000 U.M.P.
2000 U.M.C.
2002 N.E.C.

PARKING ANALYSIS

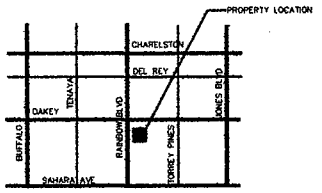
MERCURY LDD		5,582sf/750 = 8 spaces
LAS VEGAS SAFE		2,390sf/750 = 4 spaces
FURNITURE PARTNERS		7,400sf
	STORAGE	1,850sf/2500 = 1 space
	DISPLAY	5,550sf/500 = 12 spaces
	TOTAL	13 spaces
PANDA EXPRESS		1,600sf
	KITCHEN	800sf/200 = 4 spaces
	PUBLIC	800sf/50 = 16 spaces
	TOTAL	20 spaces
THOMASVILLE FURNITURE		12,000sf
	STORAGE	3,000sf/2500 = 2 spaces
	DISPLAY	9,000sf/500 = 18 spaces
	TOTAL	20 spaces
NORWALK FURNITURE		5,310sf
	STORAGE	1,327sf/2500 = 1 space
	DISPLAY	3983sf/500 = 8 spaces
	TOTAL	9 spaces
TOTAL PARKING REQUIRED		74 SPACES
TOTAL PARKING PROVIDED:		148 SPACES

PARKING REQUIRED LOUNGE AND BAR
1 SPACE PER 50 S.F PUBLIC SEATS
4507 S.F / 50 = 91 SPACES REQUIRED

ADDITIONAL SPACES REQUIRED: 13 SPACES

OCCUPANCY: A-2 LOUNGE/ BAR
CONSTRUCTION TYPE: V-B
FIRE SPRINKLERS: YES
STORIES: ONE
TENANT AREA: 6,953 SF W/ 2-HOUR SEPERATION BETWEEN OCCUPANCY
OCCUPANCY LOAD: ASSEMBLY UNCONCENTRATED 15 NET
TOTAL OCCUPANTS:
LOUNGE - 1,350 S.F /15 = 90 OCCUPANTS
BAR BACK- 322 S.F /100 = 4 OCCUPANTS
KITCHEN - 865 S.F /200 = 4 OCCUPANTS
DINING - 3,157 S.F /15 = 211 OCCUPANTS
STORAGE - 147 S.F /300 = 1 OCCUPANT
OFFICE - 140 S.F /100 = 2 OCCUPANTS
TOTAL OCCUPANTS: 312 OCCUPANTS
FLOOR AREA RATIO: TOTAL SQUARE FOOTAGE OF SHOPPING CENTER: 44,306 SF
TOTAL SQUARE FOOTAGE OF SITE: 154,449 SF
F.A.R.: 0.29 = 29% OF LOT
EXITS BUILDING 6,953 S.F. : 312 OCCUPANTS
REQUIRED EXITS: 4
PROVIDED EXITS: 4

REQUIRED FIRE RESISTIVE:
STRUCTURAL FRAME: NON-RATED
EXTERIOR WALLS: NON-RATED
INTERIOR WALLS: NON-RATED
ROOF CONSTRUCTION: NON-RATED



VICINITY MAP
NTS

NORTH

SITE PLAN

NORTH

FEET 10 50 100 150 200 250 FEET

RECEIVED
MAY 29 2007

RECEIVED
SEP 03 2009

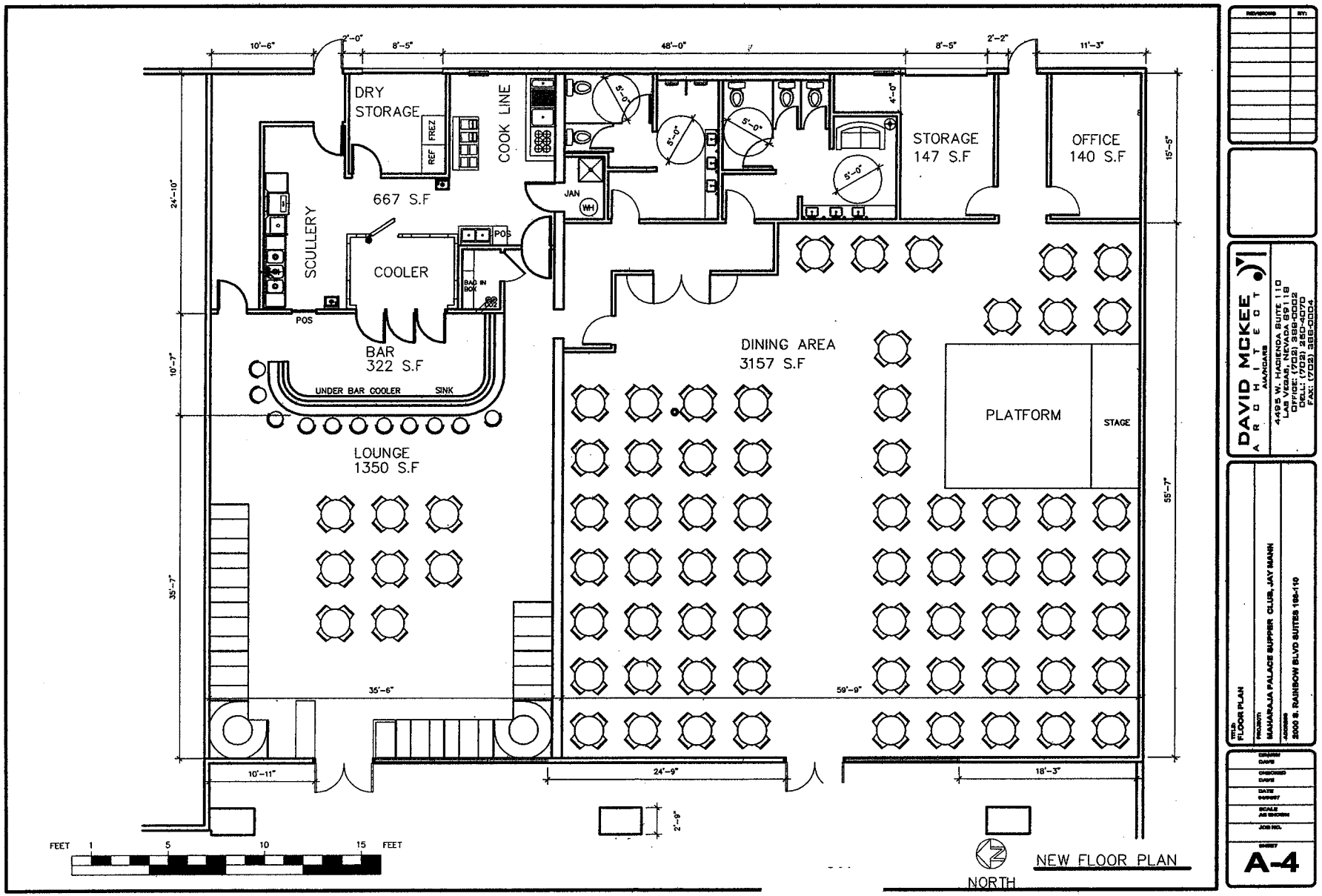
EOT-35880
10-21-09 CC

REVISIONS	BY
ADD PLATFORM 12/28/06	

DAVID MCKEE ARCHITECT
4495 W. HACIENDA SUITE 110
Las Vegas, Nevada 89118
Office: (702) 388-0002
Cell: (702) 252-0070
Fax: (702) 388-0004

ISSUE: SITE PLAN
PROJECT: MAHARAJA PALACE SUPPER CLUB, JAY MANN
ADDRESS: 2900 S. RAINBOW BLVD SUITES 108-110

DRAWN: DAVE
CHECKED: DAVE
DATE: 8/8/07
SCALE: AS SHOWN
JOB NO.
SHEET: A-1



RECEIVED

SEP 03 2009

EOT-35880

10-21-09 CC

To: Planning Development Department
731 S. Fourth St.
Las Vegas, NV 89107

From: Jit & Nirmal Mann
Maharaja Palace
2000 S. Rainbow Blvd.
Suite 108 & 110
Las Vegas, NV 89146

August 29, 2009

To Whom It May Concern:
Dear Sir or Madam,

We were approved at the above location for a Special Use Permit # SUP-22251 and VAR22252 on September 5, 2007. Since then all the plans had been approved by your department. We are actively pursuing the contractors to complete the tenant improvements project. Recently we have awarded the contract to Las Vegas Homes and Development General Contractor #0070224, Tina Morgan. They are actively working on the T.I. project, but we need an EXTENSION of TIME for the special use permit. We will be highly obliged if you approve the extension.

Thank you,

Sincerely

J. Mann

Jit Mann,
Managing Member
Maharaja Palace LLC
Cell#702 338 2026 Fax# 702.267.0290.

RECEIVED
SEP 03 2009

EOT-35880
10-21-09 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

September 7, 2007

Ms. Edith Cserni
Amapola-Orange LLC
20408 Amapola Avenue
Orange, California 92869

RE: SUP-22251 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Ms. Cserni:

The City Council at a regular meeting held September 5, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW A 152 FOOT SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (APN 163-02-313-011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Supper Club use, except as modified herein.

2. Conformance to the conditions for Rezoning (Z-0081-94), and Plot Plan Review (Z-0081-94(1)) if approved.

3. A Waiver to allow a 152-foot separation from a Child Care Facility where 400 feet is required is hereby granted.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

RECEIVED
SEP 03 2009

EOT-35880
10-21-09 CC

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

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

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

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.: **94.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 20, 2010

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