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.

February 3, 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 – REVEREND ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF BLACK HISTORY MONTH

7. PRESENTATION OF THE AMERICAN LUNG ASSOCIATION CLEAN AIR AWARD

BUSINESS ITEMS - MORNING

8. 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

9. Approval of the Final Minutes by reference of the City Council meeting of January 6, 2010 and the Special City Council meeting of January 7, 2010

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

10. Approval of the Fourth Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent by and between the City of Las Vegas, TLC Gaming Inc. and Four Queens, Inc. to extend the term of and adjust the payment schedule of the lease and assignment for the parking garage located at 222 Carson Avenue ($90,832 reduction FY2010 Parking Enterprise Fund) – Ward 3 (Reese)

BUSINESS DEVELOPMENT - CONSENT

11. Approval of a Special Event Licensing Agreement between Las Vegas, Nevada, B.P.O. Elks Number 1468 and the City of Las Vegas for the Helldorado Days PRCA Rodeo on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between 7th and 8th Streets on the east, Las Vegas Boulevard on the west, and US 95 on-ramp on the north - Ward 5 (Barlow)

FIELD OPERATIONS - CONSENT

12. ABEYANCE ITEM - 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)

13. ABEYANCE ITEM - 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

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

15. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for The Gypsy Den , Location: 213 East Colorado Avenue, Dates: February 5, 19 and March 5, 2010, Type: Special Event Alcohol, Event: First and Third Fridays - Art Events, Responsible Person in Charge: Katie Cewe - Ward 3 (Reese)

16. Approval of a Change of Business of Name, Change of Location, and Change of Ownership for a Alcoholic Beverage Caterer License, From: T & C Ventures, Inc., dba Timbers 7, 7081 West Craig Road, To: F & C Ventures, Inc., dba Timbers IV, 9180 West Cheyenne Avenue, Timbers Hospitality Group, Inc., 100%, Donner Investment Trust, Andrew Donner, Dir, Pres, Secy, Treas, Trustee, Jack L. Breslin, Shareholder, Robert H. O'Neil, Shareholder, Brian E. Spilsbury, Shareholder, Kevin J. Spilsbury, Shareholder, and Michael D. Donner, Shareholder - Ward 4 (Anthony)

17. Approval of a Change of Business Name and Change of Ownership for a Supper Club License, From: J & H Sahara, dba Johnny & Harry's, To: Z'Tejas Peccole Ranch, LLC, dba Z'Tejas Peccole Ranch (Non-operational), 9560 West Sahara Avenue, Guy M. Villavaso, Mgr, Mmbr, Melissa M. Foles, Mmbr, Paul M. Fleming, Mmbr, Jeffrey M. Bassett, Mmbr, and James P. Ryan, Mmbr - Ward 2 (Wolfson)

18. Approval of a new Class II Secondhand Dealer License, D'Luxe Thrift Store, Inc., dba D'Luxe Thrift Store, Inc., 1412 East Charleston Boulevard, Francisco Lujan, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

19. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for FIJI American National Association, Location: 5th Street School, 401 South 4th Street, Date: February 13, 2010, Type: Special Event Beer/Wine, Event: Organization Party, Responsible Person in Charge: Issac Manchester - Ward 3 (Reese)

20. Approval of a new Psychic Arts and Science License subject to the provisions of the planning and fire codes, Maria Christina Yulis, dba Divine Readings To You, 6848 West Charleston Boulevard, Maria C. Yulis, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

21. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for Lola's, Location: 241 West Charleston Boulevard, Suite 101, Dates: February 13 and 16, 2010, Type: Special Event General, Event: Mardi Gras/Fat Tuesday, Responsible Person in Charge: Lola Pokorny - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

22. Approval of award of Bid No. 10.1730.09-LED, Federal Project No. ARRA-003(127), Stewart Avenue Sewer & Pavement Rehabilitation and Beautification, Phase 2, Stewart Avenue from Main Street to Fourth Street and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WESTERN STATES CONTRACTING, INC. ($1,562,000 - Sanitation Enterprise Fund, Parks and Leisure Activities Capital Projects Fund and Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

23. Approval of award of Contract No. 090114-TB, Security System Integration Software and Service for the City of Las Vegas - Department of Detention and Enforcement - Award recommended to: M.C. DEAN, INC ($320,857 - Computer Services Internal Service Fund) - All Wards

24. Approval of award of Agreement No. 100130-TF, Professional Services Agreement for I-215 Beltway Trail Segments from Charleston Boulevard to Alexander Road - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP ($451,145.35 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

NEIGHBORHOOD SERVICES - CONSENT

25. Approval of an agreement to allocate $35,000 Community Development Block Grant (CDBG) funds as part of the Single Family Rehabilitation Program and a contract with Distinct Energy Performance for housing rehabilitation work at 624 Bedford Road. PROPERTY OWNER: Al Barschdorf - Ward 1 (Tarkanian)

26. Approval to allocate $100,000 in Community Development Block Grant (CDBG) funds for demolition of the old Stupak Community Center for future development of a new neighborhood park located at 300 West Boston Avenue – Ward 3 (Reese)

PLANNING & DEVELOPMENT - CONSENT

27. Approval of a Memorandum of Understanding (MOU) between the City of Las Vegas and the Nevada State Historic Preservation Office (SHPO) for City administration of the Energy Efficiency Community Block Grant (EECBG) under the American Recovery and Reinvestment Act – All Wards

PUBLIC WORKS - CONSENT

28. Approval of Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide for the design of the Angel Park North - Detention Basin project bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($250,000 - CCRFCD) - Wards 2 and 4 (Wolfson and Anthony)

29. Approval of Interlocal Contract LAS16I09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Ann Road Channel West - Rainbow Boulevard project located in Rainbow Boulevard between Ann Road and El Campo Grande Avenue ($203,806 - CCRFCD) - Ward 6 (Ross)

30. Approval of Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Oakey Drain - Cahlan Drive to Barnard Drive project located in Oakey Boulevard between Cahlan Drive and Barnard Drive ($236,300 - CCRFCD) - Ward 1 (Tarkanian)

31. Approval of Interlocal Contract LAS16J09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Rancho System - Beltway to Elkhorn project located in CC-215 from Campbell Road to Fort Apache Road and in Fort Apache Road from CC-215 to Elkhorn Road ($887,076 - CCRFCD) - Ward 6 (Ross)

32. Approval of Interlocal Contract LAS27A09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Boulder Highway Sahara Avenue - Mojave Road to Boulder Highway project located in Sahara Avenue between Mojave Road to Boulder Highway ($304,340 - CCRFCD) - Ward 3 (Reese)

33. Approval of Supplemental Interlocal Contract 484c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $1,500,000 for traffic capacity improvements at the intersection of Lamb Boulevard and Charleston Boulevard - Ward 3 (Reese) and County

34. Approval of Supplemental Interlocal Contract 573c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for the Arterial Restoration and Preservation project Fiscal Year 2008 ($1,500,000 - RTC) - All Wards

35. Approval to submit Financial Assistance Agreement L09AC15526 to the Bureau of Land Management (BLM) for funding implementation to the City of Las Vegas for the Floyd Lamb Park Trail Project, approved under the Southern Nevada Public Land Management Act (SNPLMA) located west of Durango Drive near Brent Lane ($2,497,000 - SNPLMA) - Ward 6 (Ross)

36. Approval of a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) pertaining to the construction of a pedestrian connection bridge over the Union Pacific Railroad adjacent to Symphony Park ($500,000 NDOT [FY 2004 Federal Appropriation]/$26,316 City Facility Capital Projects Fund) - Ward 5 (Barlow)

37. Approval of a Right of Way Entry Agreement with the Neon Museum to allow construction of the Neon Boneyard Park project located on the east side of Las Vegas Boulevard north and south of McWilliams Avenue - Ward 5 (Barlow)

38. Approval of a Sublease Agreement with the Neon Museum to facilitate use of Cashman Center Parking lot, APN139-27-709-001, as a temporary storage lot for construction of the Neon Boneyard Park project located on the east side of Las Vegas Boulevard north and south of McWilliams Avenue - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

39. Discussion and possible action regarding an Amendment to Disposition and Development Agreement between City Parkway V, Inc., and Palmer City-Core Union Park Hotel, LLC, to undertake the development of a boutique hotel on Parcel G in Symphony Park located on a portion of the undeveloped lot, which is north of Symphony Park Avenue, east of Promenade Place, south of Carson Avenue and west of City Parkway (a portion of APN 139-34-110-009) - Ward 5 (Barlow)

BUSINESS DEVELOPMENT - DISCUSSION

40. Discussion and possible action regarding a Disposition and Development Agreement between Churchill Security Investments, LLC, and the City of Las Vegas for the development of a retail bank on approximately 40,000 square feet of vacant land within Las Vegas Enterprise Park located west of the southwest corner of Lake Mead Boulevard and Martin L. King Boulevard (a portion of APN 139-21-313-005 and 009) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 48 (R-5-2010)]

FINANCE & BUSINESS SERVICES - ADMINISTRATION DISCUSSION

41. Discussion and possible action on a review of the FY 2011 Capital Project Fund (CPF)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

42. ABEYANCE ITEM - 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)

43. Discussion and possible action regarding a Six Month Review of a new Beer/Wine/Cooler On-sale License, V & H Pizza, Inc., dba Napoli Pizzeria, 4760 West Sahara Avenue, Suite 11, Hakob Alaverdyan, Pres, Dir, 50% and Vahan Balian, Secy, Treas, 50% - Ward 1 (Tarkanian)

LEISURE SERVICES - DISCUSSION

44. Report and possible action concerning a Leisure Services/Pros Consulting Pricing and Revenue Plan for Improved Program Services, Efficiencies and Sustainability - All Wards

RESOLUTIONS - DISCUSSION

45. R-2-2010 - ABEYANCE ITEM - 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

46. R-3-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Entertainment Visual Improvement Program Agreement (EVIP) between the RDA and 7th Street Properties, LLC, (Owner) and Las Palmas Entertainment, Inc., dba Azul Tequila Nightclub (Tenant and EVIP Participant) located at 111 North 7th Street (APN 139-34-601-005) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 4 (RA-1-2010)]

47. R-4-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and Amber Investment Company (Owner) and P & M Holdings, LLC, dba Golden Steer Steakhouse (Tenant and CVIP Participant) located at 308 West Sahara Avenue (APN 162-04-807-003) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 5 (RA-2-2010)]

48. R-5-2010 - Discussion and possible action regarding a Resolution finding the proposed Disposition and Development Agreement between Churchill Security Investments, LLC, and the City of Las Vegas for the development of a retail bank on approximately 40,000 square feet of vacant land within Las Vegas Enterprise Park located west of the southwest corner of Lake Mead Boulevard and Martin L. King Boulevard is in the best interest of the public (a portion of APN 139-21-313-005 and 009) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 40]

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

49. 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

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. 2010-3 – Adopts an updated Population Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

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

52. 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

53. 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

54. 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

55. 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

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.

56. Bill No. 2010-9 – Adopts an amended development agreement with the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada, regarding property located in the vicinity of Durango Drive and Oso Blanca Road. Sponsored by: Councilman Steven D. Ross

57. Bill No. 2010-10 – Authorizes the City Manager or a designee, rather than the City Council, to waive ordinance requirements pertaining to the undergrounding of electrical and similar distribution lines. Proposed by: Jorge Cervantes, Director of Public Works

58. Bill No. 2010-11 – Authorizes the waiver of land development and zoning application fees on behalf of certain local and regional agencies. (TXT-36429) Proposed by: Elizabeth N. Fretwell, City Manager

59. Bill No. 2010-12 – Updates the City's zoning regulations pertaining to transit passenger facilities. (TXT-36430) Sponsored by: Councilman Steven D. Ross

CLOSED SESSION

60. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

61. 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

62. ABEYANCE ITEM - 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)

63. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3156 Mediterranean Drive in the amount of $3,990.85 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: A P HOLDINGS LLC - Ward 2 (Wolfson)

64. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 8401 Telescope Peak Court in the amount of $4,284.50 (General Fund) and assess a maximum of $29,050 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS - Ward 2 (Wolfson)

65. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 104 Hillsway Drive in the amount of $3,867.85 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: CRMSI REMIC SERIES 2007-01 C/O CITIFINANCIAL MTGE CO INC - Ward 3 (Reese)

66. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 852 North 24th Street in the amount of $3,144.50 (General Fund) and assess a maximum of $29,050 in daily civil penalties. PROPERTY OWNER: PEGGY L. DAVIS - Ward 3 (Reese)

67. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive in the amount of $5,485 (General Fund) and assess a maximum of $31,050 in daily civil penalties. PROPERTY OWNER: CHARLES C. SPIELMAN - Ward 4 (Anthony)

68. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 3510 Thom Boulevard in the amount of $4,206 (General Fund) and assess a maximum of $30,050 in daily civil penalties. PROPERTY OWNER: FEDERAL HOME LOAN MORTGAGE CORP - Ward 6 (Ross)

69. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 3120 West Washington Avenue in the amount of $44,501.19. PROPERTY OWNER: GMAC MORTGAGE, LLC - Ward 5 (Barlow)

70. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 6216 Bellota Drive in the amount of $171,209.97. PROPERTY OWNER: BANK US NATIONAL ASSN TRS - Ward 5 (Barlow)

71. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 6225 Bellota Drive in the amount of $170,385.24. PROPERTY OWNER: GMAC MORTGAGE LLC - Ward 5 (Barlow)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

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

72. EOT-36912 - EXTENSION OF TIME - NON-PUBLIC HEARING - SPECIAL USE PERMIT - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS - Request for an Extension of Time of a previously approved Special Use Permit (SUP-3304) FOR A CHURCH/HOUSE OF WORSHIP AND A PRESCHOOL at 3319 Cliff Shadows Parkway (APN 137-12-401-011), PD (Planned Development) Zone, Ward 4 (Anthony). Staff recommends APPROVAL

73. DIR-37001 - WATER FEATURE EXEMPTION - NON-PUBLIC HEARING - APPLICANT APARTMENTS, LLC - Request TO ALLOW THE OPERATION OF A 1,471 SQUARE /OWNER: SAN MORITZ -FOOT WATER FEATURE AT AN APARTMENT COMPLEX located at 7401 West Washington Avenue (APN 138-27-301-003, 004, 005, and 009), R-PD14 (Residential Planned Community- 14 Units per Acre) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL

74. DIR-37018 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION - Request for a six-month extension of the Development Agreement for the College of Southern Nevada on approximately 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway (APNs 125-17-401-006 and 125-17-801-004), Ward 6 (Ross). Staff recommends APPROVAL

75. DIR-37158 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION - Request to amend an existing Development Agreement to allow additional extensions of time for the College of Southern Nevada on 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway (APNs 125-17-401-006 and 125-17-801-004), Ward 6 (Ross). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

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

77. VAR-35758 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST - Request for a Variance TO ALLOW 35% LOT COVERAGE WHERE 30% IS THE MAXIMUM ALLOWED on 0.33 acres at 2511 West Charleston Boulevard (APN 162-05-511-008), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

78. VAR-35760 - ABEYANCE ITEM - VARIANCE RELATED TO VAR-35758 - PUBLIC HEARING - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST - Request for a Variance TO ALLOW 15 PARKING SPACES WHERE 17 ARE REQUIRED AND 60% OF THE REQUIRED ON-SITE PARKING TO BE COMPACT PARKING SPACES WHERE 30% IS THE MAXIMUM ALLOWED FOR AN OFFICE, OTHER THAN LISTED USE on 0.33 acres at 2511 West Charleston Boulevard (APN 162-05-511-008), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

79. SDR-35757 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-35758 AND VAR-35760 - PUBLIC HEARING - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST - Request for a PROPOSED 4,999 SQUARE-FOOT OFFICE, OTHER THAN LISTED, WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A FOUR-FOOT BUFFER ALONG THE FRONT PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT BUFFER ALONG THE SOUTH, EAST, AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.33 acres at 2511 West Charleston Boulevard (APN 162-05-511-008), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

80. SUP-36588 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST – Appeal from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 3,288 SQUARE-FOOT BAILBOND SERVICE at 3325 West Sahara Avenue (APN 162-08-103-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

SET DATE

81. 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

82. 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

83. 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: FEBRUARY 3, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF BLACK HISTORY MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
PRESENTATION OF THE AMERICAN LUNG ASSOCIATION CLEAN AIR AWARD

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the City Council meeting of January 6, 2010 and the Special City Council meeting of January 7, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of the Fourth Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent by and between the City of Las Vegas, TLC Gaming Inc. and Four Queens, Inc. to extend the term of and adjust the payment schedule of the lease and assignment for the parking garage located at 222 Carson Avenue ($90,832 reduction FY2010 Parking Enterprise Fund) – Ward 3 (Reese)

Fiscal Impact

[ ] **No Impact** ☐ **Augmentation Required**
[X] **Budget Funds Available**
Amount: $ 90,832 Reduction for FY 09-10
Funding Source: Parking Enterprise Fund
Dept./Division: Finance & Business Services

PURPOSE/BACKGROUND:
This parking garage is currently leased to the Four Queens Hotel and Casino pursuant to the Indenture of Lease dated March 28, 1984; the First Amendment to Indenture of Lease dated September 7, 1988; the Supplement to the Indenture of Lease dated March 28, 1994; the Second Amendment to the Indenture of Lease dated September 6, 1995; and the Third Amendment to Indenture of Lease, Assignment of Lease, and Lessor's Consent dated February 6, 2006 (altogether the "Garage Lease") by and between the City of Las Vegas and Four Queens Inc. All parties have negotiated an amendment to that lease, the details of which are further explained on the Agenda Memo.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Fourth Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: CITY MANAGER'S OFFICE
ITEM DESCRIPTION: Approval of the Fourth Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent by and between the City of Las Vegas, TLC Gaming, Inc. and Four Queens, Inc. to extend the term of and adjust the payment schedule of the lease and assignment for the parking garage located at 222 Carson Avenue ($90,832 reduction FY 2010 Parking Enterprise Fund) – Ward 3 (Reese)

The proposed amendments are as follows:

1) Use of the $152,000 security deposit held by the City to pay Four Queens' rent for December 2009, January 2010 and February 2010;
2) The remainder of the next five years at a 32% discount of the current rent ($38,770.88 per month);
3) Years 6-10 at a 16% discount of the current rent ($47,893.44 per month)
4) At year 11, the monthly rent will return to current rent ($57,016 per month) and the rent will adjust upward for the remaining 19 years of the lease at the current adjustment schedule which is once every five years, capped at a max adjustment of 10% for any such five year period; and
5) Extension of the lease term 10 years until April 2049 to guarantee Four Queens use of the parking garage to recover monies forgone.

Currently, the City receives approximately $684,192.00 annually from Four Queens pursuant to the garage lease. Pursuant to this amendment, for the next five years the City will receive approximately $465,240.00 on an annual basis; for years six through ten, the City will receive approximately $580,482.00 on an annual basis; and for year eleven through the end of the term, the base rate will return to $684,192.00 on an annual basis, subject to an automatic upward adjustment once every five years, capped at CPI over the prior five year period, capped at ten percent. The additional ten year lease term will provide the City of Las Vegas Parking Enterprise Fund an additional $10,406,681.00 over the life of the lease.

FOURTH AMENDMENT TO INDENTURE OF LEASE, ASSIGNMENT OF LEASE, AND LESSOR'S CONSENT

THIS FOURTH AMENDMENT TO INDENTURE OF LEASE, ASSIGNMENT OF LEASE, AND LESSOR'S CONSENT (the "**Fourth Amendment**") is made and entered into effective as of _____, 2010 (the "**Effective Date**"), by and among City of Las Vegas, a municipal corporation of the State of Nevada, ("**Lessor**"), TLC Gaming Inc., a Nevada corporation ("**Lessee**") and Four Queens, Inc., a Nevada corporation ("**Assignee**").

RECITALS

A. Lessor and Lessee have entered into and are parties to an Indenture of Lease dated March 28, 1984 (the "**Original Indenture**"), which has been supplemented and amended by (a) Memorandum of Lease Term dated April 2, 1984, (b) First Amendment to Indenture of Lease dated September 7, 1988, (c) Supplement to Indenture of Lease dated April 20, 1994 (the "**Supplement to Lease**"), (d) Second Amendment to Indenture of Lease dated September 6, 1995 ("**Second Amendment**"), and (e) Third Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent dated February 6, 2006 (collectively, the "**Lease**").

B. The parties desire to amend the Lease upon the terms and conditions set forth herein.

C. Lessee desires to assign to Assignee, and Assignee desires to accept the assignment of and assume Lessee's leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, all in accordance with the terms of this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, Lessor, Lessee and Assignee, each in consideration of the Recitals, the agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. DEFINITIONS. Except as otherwise defined in this Fourth Amendment, capitalized terms defined in the Lease are used herein as defined therein.

2. LEASE TERM. Effective as of the Effective Date, Section 1 of the Third Amendment to Lease is deleted in its entirety. Effective as of the Effective Date, the first sentence of Section 2 of the Original Indenture is deleted in its entirety and the following is substituted therefor: The term of this Lease shall expire on the 31st day of March, 2049.

3. RENT. Effective as of the Effective Date, Section 3 of the Original Indenture and Paragraphs B and C of the Supplement to Lease are deleted in their entirety and the following is substituted therefor:

Section 3. RENT. Lessee shall pay rent to Lessor in accordance with this Section 3.

(a) Rental From Security Deposit. For rent due from December 1, 2009 through February 28, 2010 (the "**First Rental Period**"), Lessor shall apply the security deposit retained by Lessor pursuant to Section 27 of the Lease, in the aggregate amount of $152,449.50, for full satisfaction and complete payment of Lessee's rental and other payments for such First Rental Period.

(b) Monthly Rental.

(1) Commencing on March 1, 2010 and continuing until February 28, 2015 ("**Second Rental Period**), Lessee shall pay to Lessor on the first day of every calendar month during the Second Rental Period, at the place designated by Lessor, total monthly rental in the amount of $38,770.88.

(2) Commencing on March 1, 2015 and continuing until February 29, 2020 (the "**Third Rental Period**"), Lessee shall pay to Lessor on the first day of every calendar month during the Third Rental Period, at the place designated by Lessor, total monthly rental in the amount of $47,893.44.

(3) Commencing on March 1, 2020 and continuing through the term of the Lease, subject to adjustment pursuant to Section 4 below, Lessee's total monthly rental shall be $57,016.00.

4. ADJUSTMENT OF RENTAL. Effective as of the Effective Date, the first paragraph of Section 4 of the Lease is deleted in its entirety and the following is substituted therefor:

Section 4. ADJUSTMENT OF RENTAL. Lessor shall have the right to increase the rental to be paid by Lessee pursuant to Section 3 above commencing on March 1, 2025 and at intervals of every five (5) years thereafter in the following manner:

5. SECURITY DEPOSIT. Effective as of the Effective Date, the Second Amendment and Section 27 and Section 29 of the Lease are deleted in their entirety, and any and all references in the Lease to any security deposit retained by Lessor pursuant thereto are hereby deleted. Effective as of the Effective Date, there shall be no security deposit retained by Lessor in connection with the Lease.

6. ASSIGNMENT AND CONSENT.

6.1 Assignment by Lessee. Lessee hereby assigns, transfers, conveys, sells and sets over unto Assignee Lessee's leasehold estate in the Lease, and all the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease as amended hereby (the

"**Assignment**").

6.2 Acceptance and Assumption by Assignee. Assignee hereby accepts the foregoing Assignment. Assignee assumes Lessee's leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, and agrees to be bound by all terms, conditions and provisions of the Lease, as amended hereby.

6.3 Consent of Lessor. Lessor acknowledges, approves of, consents to and agrees to the Assignment and assumption set forth in this Fourth Amendment. No further consent of the undersigned or written instrument executed by the undersigned shall be required in order to evidence the undersigned's consent to any Assignment to and assumption by Assignee, it being agreed that this Fourth Amendment shall be sufficient for all such purposes.

7. MISCELLANEOUS. References in the Lease to "the Lease Agreement," or "this Agreement" (including indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Lease as amended hereby. Except as herein provided, the Lease (together will all exhibits and attachments thereto) shall remain unchanged and in full force and effect. In the event that any provision contained in this Fourth Amendment conflicts with any other provision of the Lease, the provisions in this Fourth Amendment shall control. This Fourth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Fourth Amendment by signing any such counterpart. All section and paragraph titles or captions used in this Fourth Amendment are for convenience only and shall not be deemed a part of this Fourth Amendment unless so specified. Where the term of the Lease is referenced herein, the term includes any and all extensions thereof.

[*SIGNATURE PAGE TO FOLLOW*]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the Effective Date.

LESSEE

TLC GAMING INC.,
a Nevada corporation,

By: _____

Name: _____

Title: _____

ASSIGNEE

FOUR QUEENS, INC.,
a Nevada corporation,

By: _____

Name: _____

Title: _____

LESSOR

CITY OF LAS VEGAS,
a municipal corporation of the State of Nevada

By: _____
Oscar B. Goodman, Mayor

Attest:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

_____
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Special Event Licensing Agreement between Las Vegas, Nevada, B.P.O. Elks Number 1468 and the City of Las Vegas for the Helldorado Days PRCA Rodeo on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between 7th and 8th Streets on the east, Las Vegas Boulevard on the west, and US 95 on-ramp on the north - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Las Vegas, Nevada, B.P.O. Elks Number 1468 (the Elks) has requested the use of the property owned by the City of Las Vegas, east of City Hall, for Helldorado again this year. This Special Event Licensing Agreement allows the use of the site by the Elks for forty-three (43) days, which includes four (4) days for the Rodeo event, thirteen (13) days for site preparation and nine (9) days for site restoration. Staff recommends support of the Helldorado Days PRCA Rodeo to facilitate a community event, community pride and to continue a great Las Vegas tradition.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Special Event Licensing Agreement
2. Public Purpose/Impact Analysis

SPECIAL EVENT LICENSING AGREEMENT

Helldorado Days PRCA Rodeo — Las Vegas, Nevada, B.P.O. Elks Number 1468

April 24, 2010 through June 5, 2010

THIS SPECIAL EVENT LICENSING AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2010, by the City of Las Vegas ("Licensor"), a municipal corporation of the state of Nevada and Las Vegas, Nevada, B.P.O. Elks Number 1468, ("Licensee"), a Nevada non-profit corporation.

AGREEMENT SUMMARY

(a) This Agreement licenses the use of the Site (hereinafter defined) for forty-three (43) days in connection with that event commonly known as the "Helldorado Days PRCA Rodeo", which includes four (4) days for the rodeo event and related concessions, eighteen (18) days for site preparation and twenty-one (21) days for site restoration (collectively the "Event"). The Event is sponsored and promoted by the Licensee, who will submit an application to the City of Las Vegas Planning Department for review and approval prior to the Event. In the event of any conflict between such application and this Agreement, this Agreement shall prevail.

(b) The Event is proposed to be held on real property owned by the Licensor, which is bounded by Stewart Avenue (south), 7th Street (east to ally, mid-block), Las Vegas Boulevard (west), and US 95 on-ramp (north), (the "Site") and depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement. Full property access may be restricted by existing structures, with Licensor having final discretion on any such restrictions.

(c) This Agreement sets forth the obligations of Licensee concerning the use of the Site, and other property licensed or used for parking, approaches or sidewalks (collectively the "Premises") in connection with the Event.

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

1. Grant of License. Licensor does hereby license to Licensee, and Licensee does hereby license from the Licensor, use of the Site on the specific dates indicated herein for the purpose of holding the Event, and for no other purpose, subject to the terms and conditions of this Agreement and the application submitted by the Licensee and approved by the Licensor. The Event, including the time needed for preparation and restoration of the Site before and after the Event, is authorized for the following dates (collectively the "License Term"):

(a) April 24, 2010, through May 11, 2010, inclusive-----Site Preparation.
(b) May 12, 2010, through May 15, 2010, inclusive-----Actual Event Dates.
(c) May 16, 2010, through June 5, 2010, inclusive-----Site Restoration.

The Licensor will use the Site in compliance with the Site Plan attached hereto as Exhibit "B" and incorporated herein as a part of this Agreement. Any modifications to Site Plan will require City approval.

2. License Fee. In exchange for the use of the Site, Licensee shall pay Licensor a licensing fee in the amount of $0.00.

3. Performance Bond. Licensee shall provide at the execution of this Agreement, a Performance Bond substantially in the form of Exhibit "C," attached hereto and incorporated herein as a part of this Agreement from a surety acceptable to the City of Las Vegas City Attorney in the penal amount of $25,000 to guarantee performance of all of Licensee's obligations, duties and covenants under this Agreement. The performance bond shall remain in place until a final walk-through of the Site has been completed by Licensor.

4. Conditions Precedent to Entry onto Site. Licensee covenants and agrees to perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition to Licensee's use of the Site pursuant to this License Agreement. Licensee shall not enter the Site to begin preparing the Site for the Event, and shall not move any equipment or any other item onto the Site unless and until Licensor, in writing, authorizes Licensee to do so and Licensor confirms that Licensee has fulfilled all of the conditions precedent to such entry. The conditions precedent to Licensee entering the Site are set forth in Exhibit "D" attached hereto and incorporated herein. In the event Licensee enters the Site prior to fulfilling all of such conditions precedent and the actual receipt of such written authorization, such entry shall be considered by the parties to be trespassing committed by Licensee, as well as a default which shall automatically terminate this Agreement.

5. Default. The Licensee covenants that if any default is made in the covenants or agreements herein contained, this Agreement licensing use of the Site shall, at the option of the Licensor, cease and terminate, and the relation of the parties shall be the same in all respects as if the License term had fully expired. In such event Licensor may reenter and take possession of the Site and hold the same as of its former state therein, remove all persons, and resort to any legal proceedings to obtain such possession.

6. Insurance.

(a) Licensee agrees to obtain and furnish to the Licensor prior to entry onto the Site and/or Premises, but no later than April 24, 2010, whichever is the first to occur, a certificate showing that there is in effect a comprehensive General Liability Policy, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. This coverage should include products and completed operations, include coverage for liquor sales, if applicable, broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Furthermore an excess or umbrella policy must be obtained that will provide coverage of up to Three Million Dollars ($3,000,000). The limits of liability insurance are to be written on a per event basis.

The Licensor, its officers, employees and agents (including the City of Las Vegas Deputy City Marshalls) shall be named as additional insured parties and such notation shall appear on the certificate of insurance furnished by the Licensee's insurance company. 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 company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Licensor. The Licensor requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that the insurance company or the Licensee cannot cancel the insurance without at least 30 days prior written notice to the Licensor. Any language to the effect that the insurance company or surety company will "endeavor to inform" the Licensor of cancellation or material change in coverage must be stricken from the certificate of insurance.

(b) The Licensee shall obtain workers compensation insurance, covering its employees, and provide proof of the same to Licensor, for all sub-contractors and their employees, and Licensee shall require any sub-licensee or other permitee obtain workers compensation insurance for their employees per NRS 616A-616D.

(c) The Licensee shall obtain automobile insurance in the amount of One Million Dollars ($1,000,000) combined single limit and shall have all vehicles that will be on Licensor's premises, whether owned or hired, covered on that policy.

(d) The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Licensee. The insurance required herein shall provide coverage for the full period of the Licensee's use and possession of the Site and the Premises.

(e) The Licensee shall have the Licensor endorsed on the primary liability polices and the excess/umbrella as an additional named insured.

(f) The Comprehensive General Liability Policy, Automobile Policy and Workers' Compensation shall have a waiver of subrogation endorsement relieving the Licensor from any and all liability to Licensee as a result any direct or imputed act by the Licensor.

(g) The Licensee shall be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Licensee and its sub-licensees (collectively the "Event Entities"), and their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Licensee will not do, or permit to be done, anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site.

(h) All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed $10,000 without the prior written approval of the Licensor.

7. Indemnity. The Licensee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Site) occurring in or

upon any portion of the Site or Premises, which are caused by the acts or omissions of the Event Entities. In addition to the obligations set forth in Section 4, the Licensee shall defend, indemnify and hold the Licensor, its officers, employees and agents (including the City of Las Vegas Deputy City Marshals) (collectively the "Indemnitees") harmless from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of the use or occupancy of the Site or Premises by the Event Entities from any breach by Licensee of any of the conditions or obligations of this Agreement or from any act or omission of the Event Entities.

As a part of such indemnification, the Licensee specifically will indemnify and hold the Indemnitees harmless for any actions taken by the Event Entities, related to the removal of individuals or groups from the Site or Premises. The Indemnitees shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by the Event Entities, when the claims for damages or injuries are incident to, arise from or are in any way connected with the Event Entities' use or occupancy of the Site or Premises, or for any act or omission of the Event Entities. This Agreement shall not provide any right for any person, firm, corporation, or association that is not a party to this Agreement. Nothing set forth in this Agreement shall affect or limit the statutory protections and limits of liability for the Indemnitees set forth in NRS 41.035.

8. Inspection of Site and Premises. Licensee and Licensor shall jointly inspect the Site and Premises prior to installation of any temporary improvements to determine and document its current condition, the location of well heads that need to be protected, if any, and the condition of the Site and Premises in all respects, together with any hazards that need to be avoided for the uses contemplated by Licensee. Licensee accepts the Site and Premises in their "as is" condition. Licensee and Licensor shall jointly inspect the Site and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises which are directly attributable to Licensee's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be required of Licensee. The restoration of the Site and Premises after the Event must include reinstallation and/or the relocation of fencing and the dust mitigation material as may be required by Clark County Air Quality and Environmental Management.

9. Improvements to Site and Premises. No site work or temporary improvements shall be performed without prior consent of Licensor.

10. Care of Site and Premises. Licensee, at its own expense, shall keep the Site and Premises at all times in a safe, sanitary and sightly condition so as to prevent blowing of debris, and shall return the Site to Licensor upon the expiration or termination of this Agreement in a clean condition, with all trash and debris, removed therefrom (and adjacent properties if any such debris has been blown or deposited thereon from the Site). Licensee agrees and covenants to return the Site to Licensor without any liens or claims recorded against the Site. In the event the Licensee fails to perform the requirements of this Section, the Licensor may do all things necessary to restore the Site to the condition required herein, charging the actual cost thereof to Licensee. Such costs may be recovered from the Surety under the Performance Bond required

under Section 3. The Licensor may, in conjunction with routine maintenance duties, provide daily cleaning support in the form of trash pickup and street sweeping activities at the event site and surrounding areas. The level of this support is at the sole discretion of the Licensor.

11. Expiration of Occupancy. At the expiration of the License Term hereinabove set forth, the Licensee shall quit and vacate the Site in as good condition and repair as before the Licensee's use thereof, and shall have performed prior to such vacation the permanent dust treatment required under Section 8 to the satisfaction of the Licensor. In the event the Licensee holds over and fails to surrender possession of the Site at the time herein agreed, then and in that event, the Licensee agrees to pay Licensor for the hold-over period the amount of $1,000 per day or any part of a day, and the same does not preclude Licensor from collecting other damages in the event damages do occur as a result of such hold-over. If Licensee vacates the Site prior to the expiration of the contracted time of occupancy, Licensor will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

12. Property Left on Site. The Licensee shall remove from the Site and Premises on or before the termination of occupancy herein, all temporary structures, and all personal property, goods, and effects belonging to the Event Entities, or otherwise brought upon the Site and Premises during the term of the License. If any such personal property is not removed at the above stated time, Licensor shall have the right to dispose of any such property, for which the Licensee agrees to pay a reasonable fee and all expenses incurred by the Licensor. Licensor shall be held harmless from any claim of lost property or property left on Site.

13. Lost Articles. The Licensee shall provide a means for, and shall have the sole right and responsibility to collect and have custody of articles left on the Site or parking areas by persons attending any performance, exhibition or entertainment event given or held on the Site. Lost articles will be returned upon proper identification of article and owner according to policies established by the Licensee. The Licensee will have the right, after a reasonable period of time, to dispose of lost articles.

14. Compliance with Laws. The Licensee shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department. Licensee will not suffer or permit any activity on the Site in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. The Licensee shall be responsible to provide readily achievable access to the Event and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Licensee to submit to the Licensor in writing, a list of independent vendors and service companies (e.g. installation and dismantle companies, florists, modeling agencies, concessionaires, and all exhibitor appointed contractors and vendors that are providing a service to exhibitors.) The Licensee shall be responsible for these companies to be properly licensed and insured prior to entering the Site. The Licensee shall secure compliance with all state, local, and federal laws and/or regulations from all Event Entities participating in any way in the Event or related services. Licensee shall ensure that the Event Entities comply with all laws, rules and regulations related to booth installation and dismantling, business licensing, and health

regulations. Licensee shall obtain from the Event Entities a commercial general insurance policy in the amount of, at least, One Million Dollars ($1,000,000).

15. Hazardous Materials. Subject to prior approval by Licensor, Licensee is responsible for the proper care, handling, security, removal, and disposal of all Hazardous Materials brought upon the Site by the Event Entities in the manner required by the Environmental Protection Agency, its rules, regulations or other applicable standards in effect at the time of occupancy. Upon request by the Licensor, the Licensee shall provide proof of the method of transportation and disposal of the Hazardous Materials. Any costs associated with the transportation and disposal of materials left on the Site will be paid by the Licensee.

16. Licenses. Licensee shall obtain, and cause the Event Entities to obtain, the permits or licenses required by laws, ordinances, rules and regulations mentioned herein, and shall not allow anything on the Site and Premises during the License Term in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to the Site by the Licensee, the Licensee will immediately desist from and correct, or cause to be corrected, such violation.

17. Child Care. Licensee shall not allow any type of childcare facility to be operated on the Site.

18. Security/Parking. Licensee is responsible to provide adequate parking areas to accommodate attendance at the Event. Licensee shall be responsible for complete security in all areas licensed or otherwise rented or provided, including exhibit areas, grand stands, arena, live-stock animal pens, back of House, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial possession until completion of move-out. Such services will be at the expense of the Licensee. All security arrangements are subject to prior approval by the Licensor and the City of Las Vegas Deputy City Marshals Unit. Licensee shall provide an approved security placement plan for stationary or roving posts to the Licensor and the City of Las Vegas Deputy City Marshals Unit prior to entry onto the Site and/or Premises, but no later than April 15, 2010.

19. Meter Suspension. Licensee shall be responsible for all costs to the city to remove meter heads and poles; and/or bag and place parking meters in an ***out of service*** **status,** as required by event activities.

20. Concessions. Subject to City of Las Vegas licensing requirements, Licensee shall have the sole and exclusive right to offer for sale on the Site beverages of any type, food, souvenirs, or other merchandise of any legal type, or Licensee may license such concession rights to any party or parties designated by Licensee subject to the requirements of paragraph 14. The Licensor reserves the right to deny this right to any particular person or entity in its sole discretion. Licensee shall provide a list of the proposed concessionaires to the Licensor at least twenty (20) days prior to the Event.

21. Access to Premises. The Licensor reserves for its authorized representatives and for officers of the City of Las Vegas Deputy City Marshals Unit, free access and right to enter any portion of the Site.

22. Objectionable Persons. The Licensor reserves the right to eject any objectionable person or persons from the Site or Premises or any part thereof, if in the sole determination of the Licensor, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the Licensor and the City of Las Vegas Deputy City Marshals Unit, Licensee specifically waives any right to any claim for damages against the aforementioned parties for such actions. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action in regard to any cause to which this Section applies.

23. Force Majeure. If (a) the Site or Premises, or any portion thereof shall be destroyed or damaged by calamity so as to prevent the use of the Site for the purposes and during the periods specified in this Agreement, or (b) if the use of the Site by Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Licensor, then this Agreement shall terminate and Licensee hereby waives any claim against the Licensor for damages by reason of such termination. In such event, Licensee shall still perform its Site cleanup and restoration responsibilities to the parties pursuant to this Agreement. The Licensor shall, within a reasonable time, provide notice to Licensee of any event to which this Section applies.

24. Evacuation. It is mutually agreed by the parties that in the event the Site or Premises, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Licensee, for itself and for the other Event Entities, shall and does hereby release the Licensor, its officers, employees and agents from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, that any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise, suffered or sustained as the result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in Section 7 of this Agreement. Under emergency circumstances, Licensor, or its designee, shall regain complete control of the Site. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action with respect to emergency evacuation.

25. Re-entry Right. Licensee agrees that if the Site or any part of the premises thereof shall become vacant during the License Term, Licensor or its representatives may reenter the same either without being liable therefore to Licensee or the Event Entities.

26. Copyright and Trademark Indemnification. Licensee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Agreement unless the Licensee has previously thereto obtained written permission from the copyright or trademark holder or licensor thereof. Licensee acknowledges

that Licensee acts under this Agreement as an independent contractor, charged with the responsibility in Licensee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Licensee deems appropriate and that Licensee guarantees strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Licensee warrants that in the performance of this Agreement, Licensee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Any and all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to the violation of copyright and trademark rights, the improper performance, reproduction and use of musical, literary and artistic works, or the improper name of performing individual or group, shall be subject to the indemnification requirements set forth in Section 7 of this Agreement.

27. Royalties and Claims. Licensee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Event Entities upon the Site. Licensee agrees to hold harmless the Indemnitees and Licensor against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

28. Assignments. Neither this Agreement, nor any rights of the Licensee granted hereunder, may be assigned by the Licensee without the written consent of the Licensor.

29. Binding Effect of Agreement. All terms and conditions of this Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Agreement. On behalf of the Licensor, the authorized agent must be the City Manager or her designee.

30. Governing Law/Merger Clause. The parties to this Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Agreement shall be construed to have been drafted by all parties hereto.

31. Disputes. In the event of a dispute arising under this Agreement, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be litigated rather than submitted to arbitration. The Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the Eighth Judicial District Court for Clark County.

32. Sub-licensing of Site. The Licensee may sub-license portions of the Site to other vendors and entities related to the Event. The Licensee may not sub-license any part of or the entire Site to another overall producer or promoter without the express written permission from the Licensor.

33. Legal notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, traceable courier, facsimile with confirmation of transmission, or U.S. mail via certified mail-return receipt requested at the following addresses:

If to the LICENSOR:
Bill Arent, Director
City of Las Vegas,
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: 702-385-3128

If to the LICENSEE:
Las Vegas, Nevada, B.P.O. Elks Number 1468
4100 West Charleston Boulevard
Las Vegas, NV 89102
Fax: 702-258-8042

The Licensee shall notify the Licensor in writing of any change in the Licensee information stated above.

An original signed copy, via U.S. Mail, shall follow facsimile transmission and/or electronic mail, of required notices.

34. Termination. In addition to the default provision in Section 5:

(a) The Licensor may, by written notice of default, terminate this Agreement, in whole or in part, for any material breach in the performance of the obligations of the Licensee.

(b) If the Licensor terminates the Agreement for default and is thereby faced with the necessity of acquiring, from another provider, services to replace those terminated, the Licensor may through the payment bond or through litigation or both, seek reimbursement for the reasonable cost of alternatively securing those services. Licensor liability for the termination shall be regarded as prima facie evidence of liability for the replacement costs to the City.

35. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the Licensor to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the Licensor to thereafter enforce

each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.

36. Agreement Section Headings: The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.

37. Integration: This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

38. Disclosure of Principals: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "E" hereto, all principals, including partners, of Licensee, as well as all persons and entities holding more than a 1% interest in Licensee, or any principal of Licensee. If Licensee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "E," the requirement of this Section shall be satisfied.

39. Conditions Precedent to Effectiveness of Agreement: This Agreement shall not be or become effective until the following conditions have been satisfied:

(a) The City Council approves the execution of this Agreement;

(b) An authorized representative of the City has signed this Agreement;

(c) Licensee has signed this Agreement; and

(d) Licensee has obtained approval of the Event by the Pro Rodeo Cowboys Association that is consistent with the terms and conditions of this Agreement.

(e) Licensee has met all conditions per Exhibit "D" of the Agreement.

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WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

Robert S. Sylvain 1-20-10
Deputy City Attorney Date

LAS VEGAS NEVADA,
B.P.O. ELKS NUMBER 1468

By: _____
Title: Trustee

By: _____
Title: Trustee

By: _____
Title: Trustee

By: _____
Title: Trustee

By: _____
Title: Trustee

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

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

EXHIBIT "A" - Site Map

0 165 330 660 Feet

Legend
Rodeo Site

12/15/09

N
W E
S

Exhibit "B"

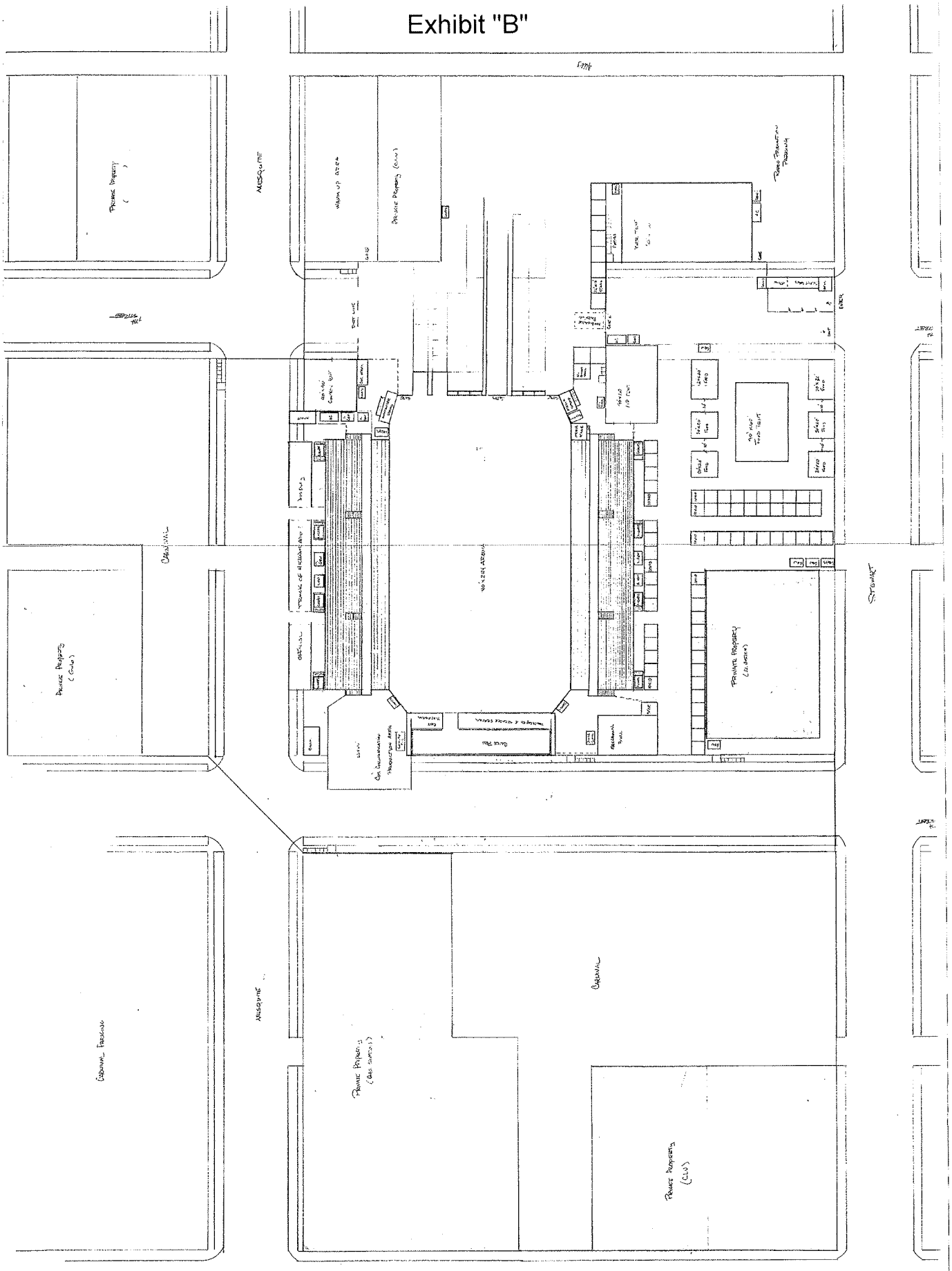
Fifth
Alessandro
Private Property
Private Property (Condo)
Private Property
Private Property
Private Property

EXHIBIT "C"
Form of Performance Bond

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS, the Company named below and the City of Las Vegas, Nevada (the "City") have entered into the Special Event Licensing Agreement dated _____ (the "Agreement"), which licenses the use and possession of certain real property owned by the City for the public event commonly known and referred to as "Helldorado Days PRCA Rodeo" to be held on the days set forth therein, and

WHEREAS, the Company is required to perform certain obligations (including defending and indemnifying the City against any and all claims which result from the use and possession of the licensed property by the Company (collectively herein the "Obligations"), all of which are more fully set forth in the Agreement, and

WHEREAS, the Company is required to furnish a bond securing the faithful performance of the Obligations set forth in the Agreement.

KNOW ALL MEN BY THESE PRESENTS, that we, the Company and Surety named below, for ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, are firmly held and bound unto the City in the penal sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000), the payment of which sum will firmly and truly be made pursuant to this Bond. The total amount of the Surety's liability under this Bond shall in no event exceed the penal sum hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Company shall well and truly perform all of the Obligations within the time and in the manner specified in the Agreement, then this Bond shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if notified and requested to do so by the City, to perform and fully complete that obligation which the Company has failed or neglected for any reason to perform as required by the Agreement. The Surety further agrees to complete the performance of the obligation which the Company has failed or neglected to perform within twenty (20) days after written notice thereof from the City, or to commence such performance within the aforementioned period of time and to fully complete the same with due diligence.

This Bond shall ensure the performance of the Obligation set forth in the Agreement and any subsequent amendments thereto which may be executed by the Company and the City. No change, alteration or other modifications (including extension of time) of the Agreement shall release or exonerate the Surety of this Bond. This Bond is made and executed contemporaneously with the Agreement above mentioned, and in consideration for the terms, conditions, and covenants therein made and entered into on the part of the City.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20_____.

SURETY: _____

_____
(State of Nevada License Number)

_____
(Appointed Agent Name)

By: _____
(Appointed Agent Signature to be notarized)

Address: _____

_____

Telephone: _____

_____
(SEAL AND NOTORIAL ACKNOWLEGMENT OF SURETY)

COMPANY: Las Vegas Nevada B.P.O. Elks Number 1468, a Nevada Non-profit Corporation

By: _____
(Authorized Representative and Title)

EXHIBIT "D"

CONDITIONS PRECEDENT TO LICENSEES POSSESSION OF THE SITE

A. **Temporary Sign Permit**. Licensee shall obtain a Temporary Sign Permit from the City of Las Vegas Planning Department prior to occupying the Site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

B. **Fence Permit.** If Licensee desires to install a fence on the Site, then Licensee shall obtain a Fence Permit from the City of Las Vegas Building and Safety Department prior to occupying the Site; however this does not apply to any work completed by the Licensor as detailed in Section 9. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

C. **Temporary Commercial Permit.** Licensee shall obtain a Temporary Commercial Permit from the City of Las Vegas Planning Department prior to occupying the Site. The Temporary Commercial Permit application shall adequately address parking, dust suppression/air quality, and a traffic control plan for the site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

D. **Environmental and Air Quality Permit.** Licensee shall obtain a Dust Control Permit, and any and all necessary environmental permits, from the Clark County Department of Air Quality Management. Licensee shall be solely responsible for all fees associated with processing the application. (It is anticipated that the Licensee may be required to use a dust suppressant material on the Site in order to suppress or to mitigate PM-10, dust, or other airborne contaminants.) Licensee shall install a permanent dust suppressant, acceptable to the City, on the Site upon completion of the event. A Stormwater Pollution Protection Plan Permit must be submitted through the State of Nevada Department of Environmental Protection.

E. **Right-of-way Permits.** Licensee shall obtain any and all Public Right-of-Way Event permits by the City of Las Vegas Public Works Department. Permits and accompanying traffic control/barricade plan(s); a Parking Plan depicting visually parking spaces to be provided on the Site; a Traffic Control Plan showing means of ingress and egress; means of group transit (buses) to and from the Site; and limitations on public access to the public Right-of-way. Licensee shall exercise due diligence in ensuring minimal impact to the public Right-of-way. Licensee shall be solely responsible for all fees associated with processing the application. Licensee will be responsible for all costs associated with the traffic control/barricade plan including the cost of required City of Las Vegas Deputy City Marshals Unit to handle the traffic control and other related matters associated with this event. The City shall not withhold unreasonably the approval of said application(s).

F. **Clearing and Grubbing Permit.** Licensee shall obtain approvals from the City of Las Vegas Land Development Division, Public Works Department, and from the Building and Safety Department, and a Clearing and Grubbing permit for allowance to remove rocks, tumbleweed, and debris in order to facilitate the event on the Site, however this does not apply to any work completed by the Licensor as detailed in Section 9. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

G. **Building Permit Requirements.** Licensee shall obtain a building permit for each structure temporarily erected on the site for the Event (Note: Temporary membrane structures [tents] are under the jurisdiction of Fire Services.) Required building permits shall include, but not be limited to: bleachers, stages, daises, and platforms. Building and Safety will require a master exiting plan, occupancy loads on each entrance/exit, a site plan depicting accessible means of ingress and egress, location and number of handicapped parking spaces, and number of temporary male and female lavatories. Licensee shall be solely responsible for all fees associated with processing the application. The permit and plan review fees will be based upon the construction cost (valuation) of the scope of the permit, as provided by the Licensee. All plans shall be prepared and stamped by a Nevada licensed architect or engineer. The City shall not unreasonably withhold the approval of said application.

H. **Business Licenses.** Licensee shall obtain a Special Event Liquor License and a Temporary Business License from the Business Services Division, Department of Finance and Business Services. Licensee shall be required to obtain a Temporary Business License for any and all concessions on the Site. Licensee shall also submit related licenses required for any and all activities to occur on the Site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

I. **Liability insurance.** Licensee shall submit Certificate of Insurance, naming the City, and the City of Las Vegas Deputy City Marshals Unit, as additional insured, in the amount of three million dollars ($3,000,000) as required by this Agreement. Licensee shall be solely responsible for all fees associated with obtaining the Certificate of Insurance. The City shall not withhold unreasonably the approval of said application.

EXHIBIT "E"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Las Vegas Elks Lodge #1468
Name
Address 4100 W. Charleston Blvd Las Vegas, NV
Telephone 702-870-1221
EIN or DUNS 88-0024533

Block 2 **Description**
Special Event Licensing Agreement Helldorado Days Rodeo
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.			
2.			
3.			
4.			
5.			
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

_____

Name

_____

Date

Subscribed and sworn to before me this _____day of

_____, 2010

_____

Notary Public

EXHIBIT "E"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Las Vegas Elks Lodge #1468
Name
Address 4100 W. Charleston Blvd **Las Vegas, NV**
Telephone 702-870-1221
EIN or DUNS 88-0024533

Block 2 **Description**
Special Event Licensing Agreement **Helldorado Days Rodeo**
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.	ED LANIGAR	1140 N. TOWNCENTER DR.	612-0154
2.	LEE BUTTS	1433 S. MAIN ST.	384-9000
3.	MARIO DRAGO	2805 CHANNELBAY	592-9493
4.	CAL POTTER	1125 SHADOW LN	385-1954
5.			
6.			
7.			

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.

N/A

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

_____

Name

_____

Date

Subscribed and sworn to before me this _____day of

_____, 2010

_____

Notary Public

Public Purpose/Impact Analysis

Title of Project: 2010 Las Vegas Helldorado Days Annual Parade, Local's Rodeo and Professional Rodeo

Project Description: The Helldorado Days multi-venue community event will include a Rodeo, Parade, Carnival Midway, and other activities that kick off Helldorado Days in April, 2010. The temporary outdoor rodeo arena will be located in Downtown Las Vegas across from the 400 Stewart Avenue 'City Hall' Campus within two blocks of the Fremont Street Experience. Local events will include an Art Show, Charity Golf Tournament, Texas Hold'em Poker Tournament, Helldorado Trail Ride, and new this year, the Las Vegas Helldorado Sahara Coins Treasure Hunt. Rodeo activities will generate positive social and economic impacts for the city of Las Vegas and Downtown. Economic data was extracted from the averages of four (4) similar Downtown events held in 2007 and 2008.

Sponsor/Developer: Las Vegas, Nevada, B.P.O. Elks Number 1468-PRCA Pro Rodeo sanctioned.

Event statistics provided by: Fremont Street Experience; Las Vegas Convention and Visitors Authority (LVCVA), R&R Research.

Number of Direct Jobs Created: Local companies benefitted from the 2009 rodeo to include bleacher & portable restroom company, tent company, local labor for clean up services and other production services as required.

Number of Indirect Jobs Created: Flying U Rodeo Production Company is the stock contractor for the 2009 and 2010 Helldorado Rodeo. Their crew brings in all rodeo support personnel to handle the actual rodeo and specialty acts which provide temporary jobs for the week of Helldorado.

Number of Direct Jobs Retained: N/A

How Does the Project Benefit the Public:

Helldorado Days has taken place in Las Vegas since 1934, and is part of our Las Vegas history. The event will feature a rodeo, parade, poker and golf tournaments and a host of other events. A portion of Helldorado event proceeds, Sponsorships, and the Youth Activities Fund, will make it possible to donate in excess of $100,000 to local charities such as: The Elks Scholarship Fund; Local High Schools, Handicapped students; Child Haven; Muscular Dystrophy Association (MDA); Local Scout Troops; Local Veterans; The Dictionary Program (to benefit local 3rd graders); Big Brothers Big Sisters, Opportunity Village, etc. Helldorado has also provided ticket packages for local fund raisers to help support the local community.

Quantitative Economic Benefits:

1) +/- $4.3 Million in Gaming and Non-gaming revenue
2) +/- $400,000 in Hotel Revenue with at least four (4) Room Nights Occupied.
3) Estimated Parade Attendance: +/- 25,000
4) Estimated Rodeo Attendance: +/- 8,000 daily x four days = +/- 32,000
5) Event attendance is expected to be locals and out-of-town visitors with target-market advertising campaigns that include areas of Southern Utah and Southern California.
6) The 2009 rodeo brought in 348 cowboys over four days. We anticipate each cowboy will bring approximately 2 staff/support members with them.

Private Investment:

See Attached – Sponsorships Sold

Public Investment:

N/A

Total Direct Economic Impact:

Based on last-year's attendance, this event could be one of the largest events to take place in Downtown Las Vegas this year. The four previous events held downtown in the last two years, have generated an average of +/- 4.3 million dollars each in gaming and non-gaming revenue, which includes food, entertainment and ancillary retail sales.

Total Indirect Economic Impact:

This week-long event will provide an abundance of pedestrian traffic that will provide additional revenue to Downtown retail, hotel, and casino businesses. This event also promotes the "western" heritage of Las Vegas. New this year is the Helldorado Treasure Hunt that will give local Las Vegan's an opportunity to learn about the history of Las Vegas and test their knowledge by participating in this event. Thirteen local sponsors will provide a clue each day at one location. Participants will have to figure out daily clues to come up with the correct answer at the end of the hunt. $10,000 in gold coin will be awarded to the first person that has the correct answers. Also, a coloring book with the Helldorado characters will be sponsored by Star Nursery and will be provided to the children of the community. They will name the characters and have an opportunity to win tickets to the rodeo and other prizes.

Economic Impact Study Performed: Yes **XX** No ☐

Return on Investment Analysis Performed: Yes ☐ No **XX**

Numerical Data for 4 Fremont Street Events in 2007-2008

2007 FSE Downtown Hoedown

		Avg. Daily Room Rate			
Total Estimated Event Attendance:	3,075				
Total Estimated Out-of-Town Invividuals	2,450			80%	Percentage of Visitors from Out-of-Town
Average Non-Gaming Expenditures	$1,111.63			$2,723,500	Estimated Non-Gaming Economic Impact
Average Gaming Budget	$ 520.26		$	1,274,600	Estimated Gaming Economic Impact
			$	3,998,100	Total Estimated Expenditures (Gaming+Non-Gaming)
Incremental Room Nights (*Figure represents out-of-town visitors who visited ONLY because the event was taking place)	1,025	98.26	$	100,717	Est. Out-of-Town Visitor Hotel Revenue
Lodged in a Hotel/Motel	83%				
Room Nights Occupied	4,875	98.26	$	479,018	Total Hotel Revenue

2008 FSE Vegas Cruise

		Avg. Daily Room Rate			
Total Estimated Event Attendance:	6,650				
Total Estimated Out-of-Town Invividuals	2,950			78%	Percentage of Visitors from Out-of-Town
Average Non-Gaming Expenditures	$ 979.25		$	2,888,600	Estimated Non-Gaming Economic Impact
Average Gaming Budget	$ 477.88		$	1,409,700	Estimated Gaming Economic Impact
			$	4,298,500	Total Estimated Expenditures (Gaming+Non-Gaming)
Incremental Room Nights (*Figure represents out-of-town visitors who visited ONLY because the event was taking place)	1,475	$ 98.65	$	145,509	Est. Out-of-Town Visitor Hotel Revenue
Lodged in a Hotel/Motel	85%				
Room Nights Occupied	4,775	$ 98.65	$	471,054	Total Hotel Revenue

2007 ACM Motorcycle Ride and Concert

		Avg. Daily Room Rate			
Total Estimated Event Attendance:	33,925				
Total Estimated Out-of-Town Invividuals	2,650			60%	Percentage of Visitors from Out-of-Town
Average Non-Gaming Expenditures	$ 965.31		$	2,558,100	Estimated Non-Gaming Economic Impact
Average Gaming Budget	$ 492.34		$	1,625,200	Estimated Gaming Economic Impact
			$	4,183,300	Total Estimated Expenditures (Gaming+Non-Gaming)
Incremental Room Nights (*Figure represents out-of-town visitors who visited ONLY because the event was taking place)	650	$ 102.08	$	66,352	Est. Out-of-Town Visitor Hotel Revenue
Lodged in a Hotel/Motel	84%				
Room Nights Occupied	3,575	$ 102.08	$	364,936	Total Hotel Revenue

2007 FSE Holiday Festival

		Avg. Daily Room Rate			
Total Estimated Event Attendance:	12,150				
Total Estimated Out-of-Town Invividuals	3,850			75%	Percentage of Visitors from Out-of-Town
Average Non-Gaming Expenditures	$ 803.43		$	3,093,200	Estimated Non-Gaming Economic Impact
Average Gaming Budget	$ 416.18		$	1,602,300	Estimated Gaming Economic Impact
			$	4,695,500	Total Estimated Expenditures (Gaming+Non-Gaming)
Incremental Room Nights (*Figure represents out-of-town visitors who visited ONLY because the event was taking place)	300	$ 95.22	$	28,566	Est. Out-of-Town Visitor Hotel Revenue
Lodged in a Hotel/Motel	79%				
Room Nights Occupied	5,750	$ 95.22	$	547,515	Total Hotel Revenue

4 Event Averages:

Average Non-Gaming Revenue for all 4 events:		$2,815,900	
Average Gaming Revenue for all 4 events:	$	1,477,950	
Average Gaming + Non Gaming Expenditures for all 4 events:	$	4,293,850	294976.67 St. Dev.
Average Room Nights Occupied:	$	4,744	
Average Visitors from Out-of-Town:		73%	
Average Total Hotel Revenue:	$	465,631	

Conclusion:

Estimated Rodeo Capacity:	5,300
Estimated Parade Attendees:	30,000

This event should resemble very closely the 4 events that have taken place on Fremont Street the last calendar year.

For all 4 Events, the Total Estimated Expenditures (Gaming + Non-Gaming) appear to be the most consistent economic measure with an average of $4,293,850.

As for Out-of-Town Visitors, the event should skew to the low-end as a percentage, however there will be some advertising in Southern Utah and Southern California.

Sponsorships Sold	**2010**					
Special Presenting		****	Las Vegas Events		$ 50,000.00	pending
Special	Advertising		Las Vegas Centennial Committee		$ 50,000.00	**sold**
Gold Buckle					$ 50,000.00	
Scoreboard	4 days		Wal Mart		$ 20,000.00	
Jackpot			So. Nv. Building & Construction		$ 10,000.00	
Jackpot	Adv. / TV	10k	Cox		Trade	
Jackpot			Southern NV. PDCA		$ 10,000.00	
Event	Saddle Bronc	5k	Coors/Bud/ SWS	trade plus	$ 5,000.00	
Event	Bareback		Boyd Gaming		$ 10,000.00	**sold**
Event	Calf Roping	10k	Las Vegas Paving		Trade	pending
Event	Steer Wrestling		South Point		$ 10,000.00	
Event	Head/Healing		So. Nv. LECET/laborers 872		$ 10,000.00	
Event	Bull Riding	30k	Ahern Rental		Trade out	**sold**
Event	Barrel Racing	5k	Coke a Cola	trade plus	$ 5,000.00	
Event	**Bull Fighters**		Stony's		$ 5,000.00	
Event	**Mutton Busting**		Bull Concrete		$ 5,000.00	
Event	VIP Tent Food	10k	Hennessey's		Trade out	
Roping Gate	Host Hotel		El Cortez		$ 10,000.00	**sold**
Event	Carnival	10k	NV Energy		Trade out	**sold**
Tent Sponsor		10k	Nevada Tent		Trade out	**sold**
Dirt work Sponsor		10k	Centennial Concrete		Trade out	**sold**
Official Truck	Auto Dealer		GMC		$ 10,000.00	**sold**
Event	Cowboy Tent	10k	Jasons deli		Trade out	**sold**
Program	back cove/exhibit space/tickets		Red Rock Harley-Davidson		$ 7,500.00	
Announcer Stand	Announcer Stand	6k	Boyd Gaming		Trade out	**sold**
Chute Sign	Bucking		Boyd Gaming		$ 5,000.00	**sold**
Chute Sign	Bucking		Steve Ross/Councilman		$ 5,000.00	**sold**
Chute Sign	Bucking		Commissioner Tom Collins		$ 5,000.00	**sold**
Chute Sign	Bucking		Preferred Electric		$ 5,000.00	**sold**
Chute Sign	Bucking		Cox		$ 5,000.00	**sold**
Chute Sign	Bucking		Sahara Coins		$ 5,000.00	**sold**
Return Gate	Return Gate	****	Las Vegas Events		Inc.	pending
Coloring Book			Star Nursery		$ 5,000.00	**sold**
Day Sponsor	**Thursday**		Stony's		$ 5,000.00	
Day Sponsor	**Friday**		Desert Oaks Homes		$ 5,000.00	
Day Sponsor	**Saturday**		American Shooters		$ 5,000.00	
Day Sponsor	**Sunday**		Martin Harris		$ 5,000.00	
Media Stand	**Media Stand**		Channel 3		$ 5,000.00	
Program	Program	5k	PDQ Printing		Trade out	**sold**
Specialty Act Riata	Downtown Hotels		Fitzgeralds		$ 5,000.00	
Specialty Act Bpoker	Downtown Hotels		4 Queens		$ 5,000.00	
Reply Sponsor			Rock Star		$ 4,000.00	
Arena Sign	Catch Pen	5k	IFA Country Store		Trade out	
Politicians	Above Bucking Chutes				$ 5,000.00	
Politicians					$ 5,000.00	
Politicians					$ 5,000.00	
Politicians					$ 5,000.00	
Politicians					$ 5,000.00	
Arena Sign		2.5k	Medicwest		Trade out	
Queen			Kelleher		$ 2,500.00	
Arena Sign		2.5k	Justin Boots		Trade out	**sold**
Official Whisky		5k	Southern Wine & Spirits		$ 5,000.00	
		$ 136,000.00			$ 372,000.00	

Arena Sign	Arizona Charlies			$ 2,500.00	
Arena Sign	Gold Spike			$ 2,500.00	
Arena Sign				$ 2,500.00	
Arena Sign	Century Link			$ 2,500.00	
Arena Sign				$ 2,500.00	
Arena Sign	Anderson Dairy			$ 2,500.00	
Arena Sign	IBEW/NECA			$ 2,500.00	
Arena Sign	INT. Electrical workers			$ 2,500.00	
Arena Sign	Super Pawn			$ 2,500.00	
Arena Sign	R & R Partners			$ 2,500.00	
Arena Sign	Wholesale Builders			$ 2,500.00	**sold**
Arena Sign				$ 2,500.00	
Arena Sign	Source One			$ 2,500.00	
Arena Sign	Jakes Crane			$ 2,500.00	
Arena Sign	Help Las Vegas Cops			$ 2,500.00	
Arena Sign	Henderson Horse club			$ 2,500.00	
Arena Sign				$ 2,500.00	
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Midway sign				$ 1,250.00	
Midway sign				$ 1,250.00	
Midway sign				$ 1,250.00	
				$ 80,000.00	
		cash	**$ 165,000.00**		
		trade outs	$ 136,000.00		
	To Date	total	**$ 211,000.00**	$ 454,000.00	
				$ 690,000.00	

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
ABEYANCE ITEM - 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

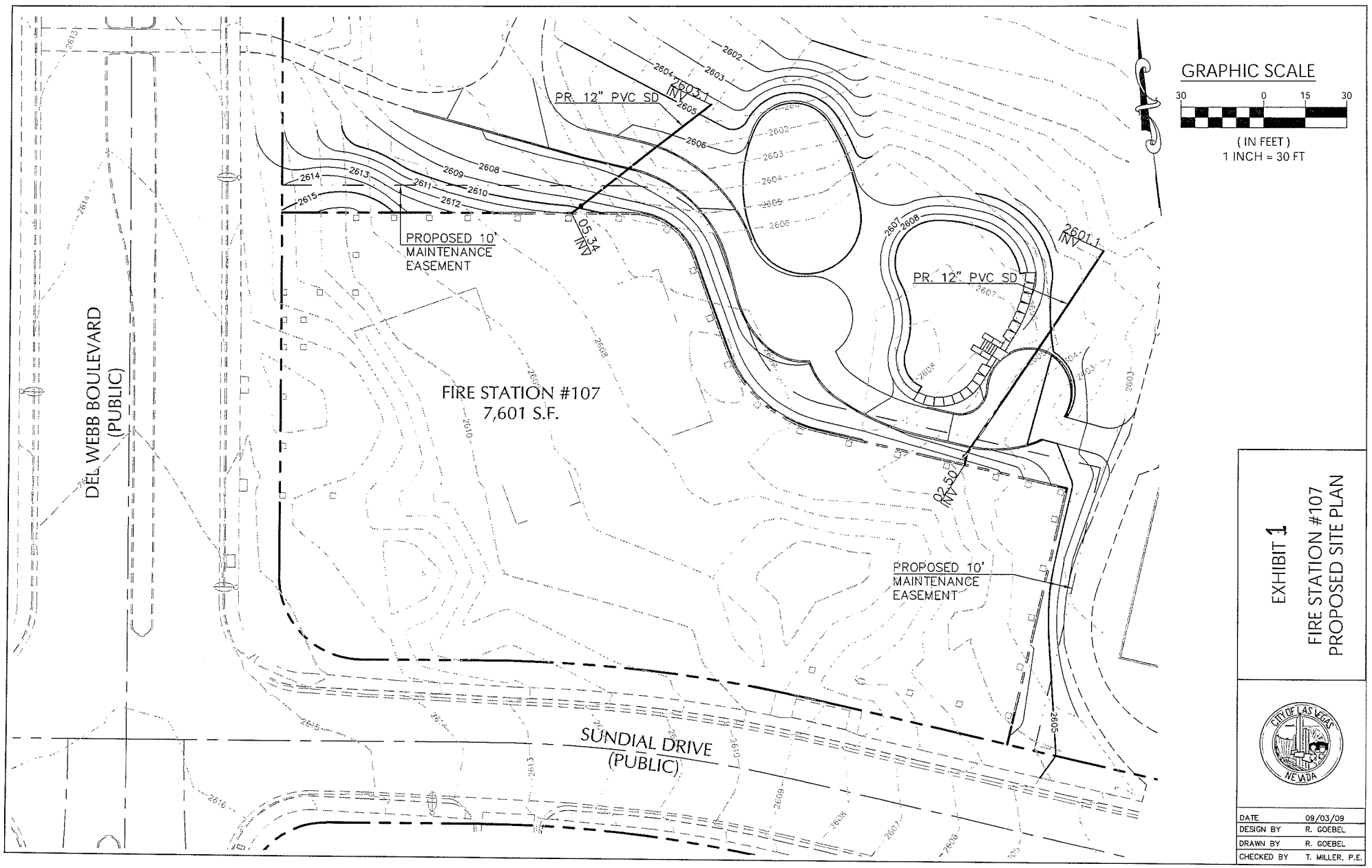


EXHIBIT 1

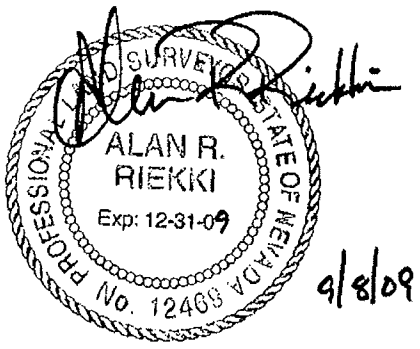
FIRE STATION #107
PROPOSED SITE PLAN

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;**

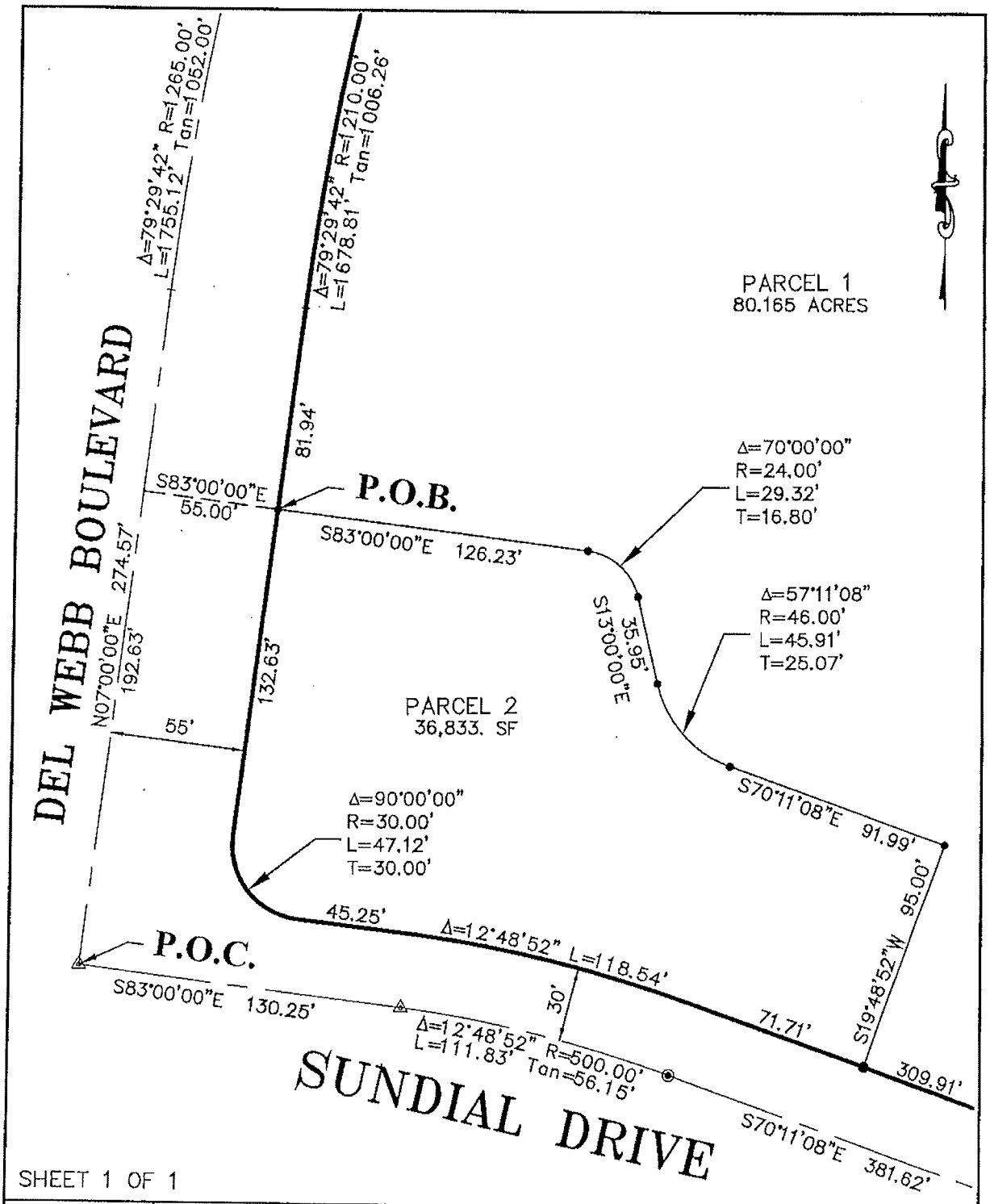
THENCE SOUTH 83°00'00" EAST 126.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 29.32 FEET THROUGH A CENTRAL ANGLE OF 70°00'00"; THENCE TANGENT TO SAID CURVE SOUTH 13°00'00" EAST, 35.95 FEET TO BEGINNING OF A TANGENT 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

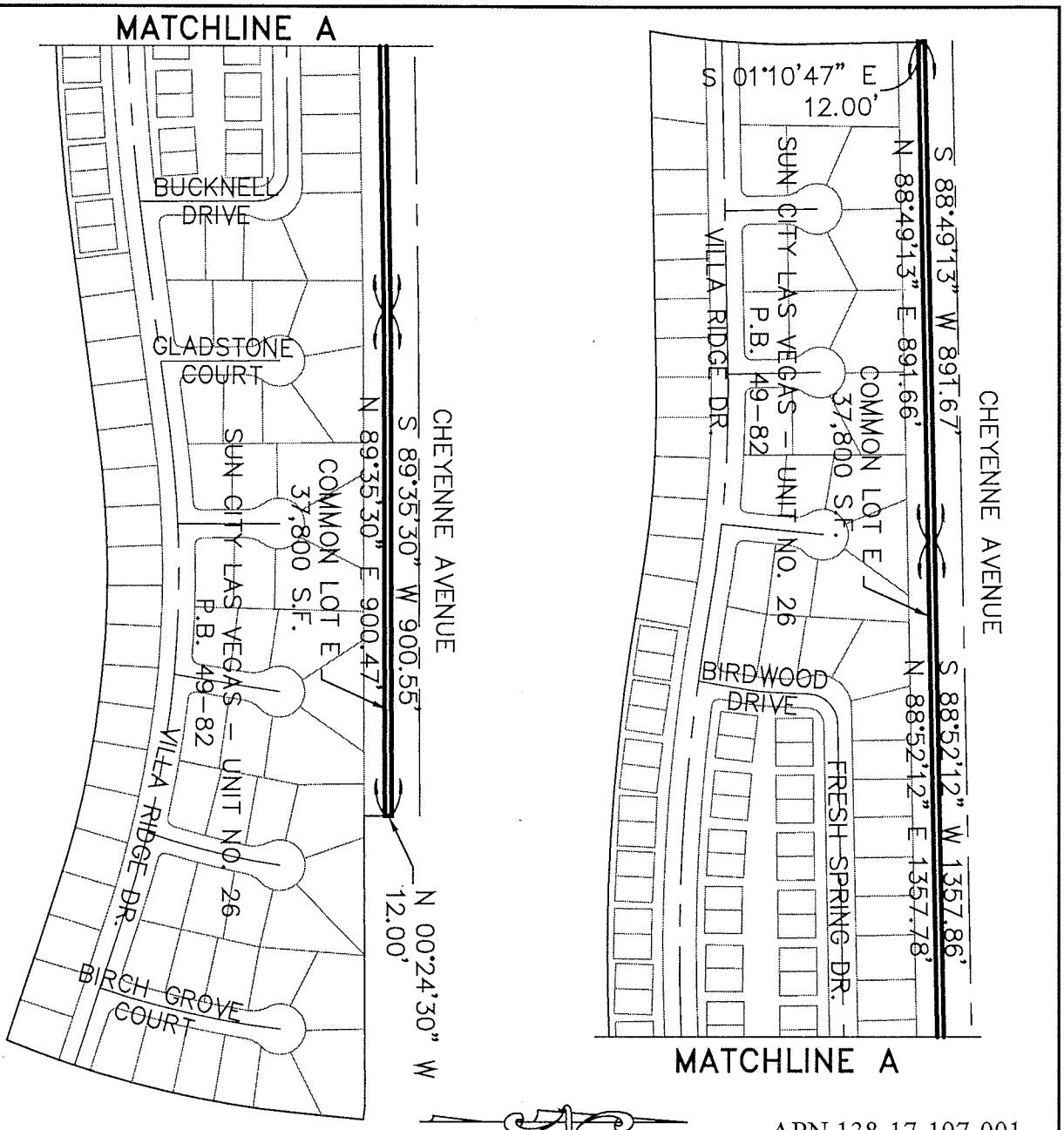
LEGAL DESCRIPTION
APN 138-17-197-001 &
APN 138-18-597-003

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



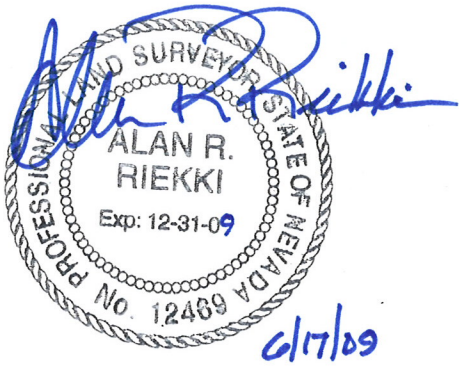
SCALE: 1" = 300'

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

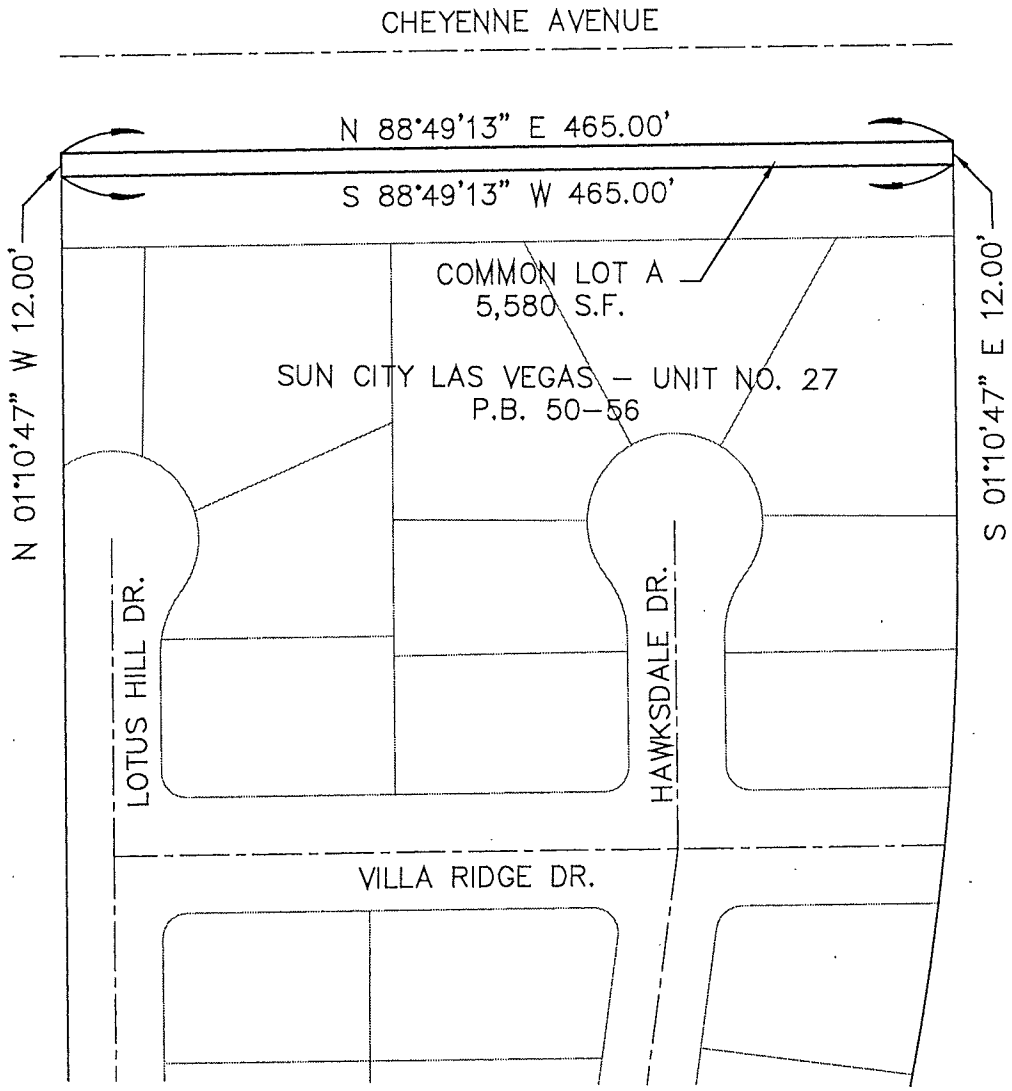
LEGAL DESCRIPTION
APN 138-18-597-001

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

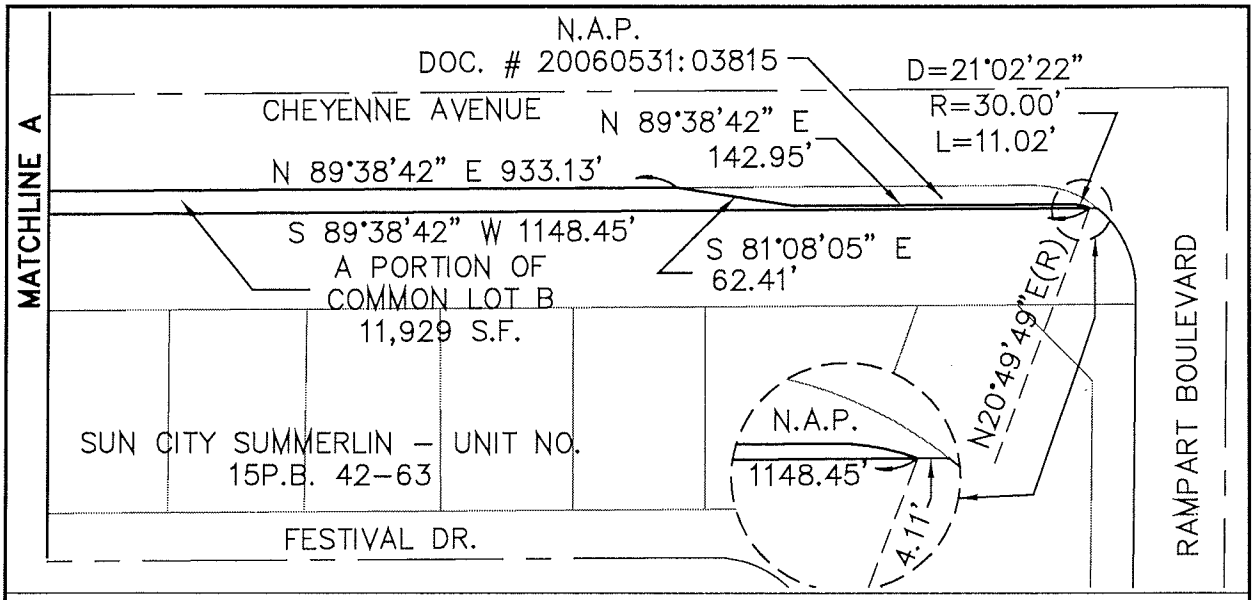
BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 15" RECORDED MAY 12, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 42 OF PLATS, AT PAGE 63, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK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

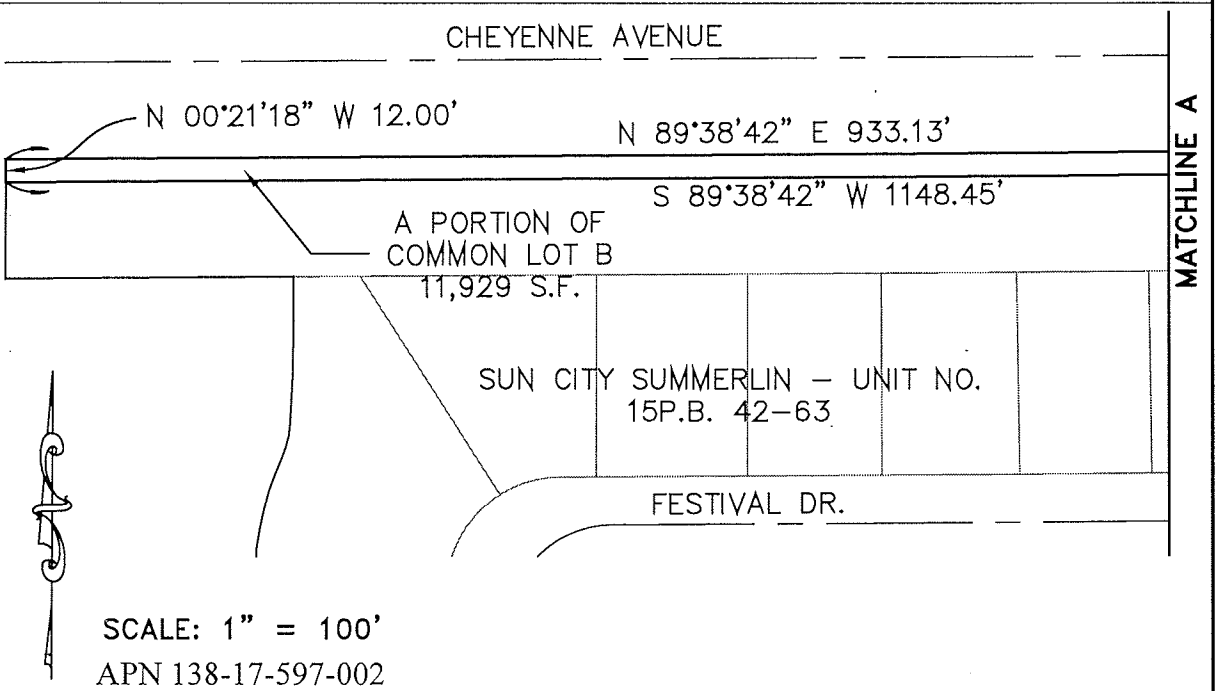
EXCEPTING THEREFROM THAT PORTION OF SAID COMMON LOT B CONVEYED TO THE CITY OF LAS VEGAS BY GRANT DEED RECORDED MAY 5TH, 2006 IN THE OFFICE OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA IN DOCUMENT: 20060531:0003815 CLARK COUNTY, OFFICIAL RECORDS.

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





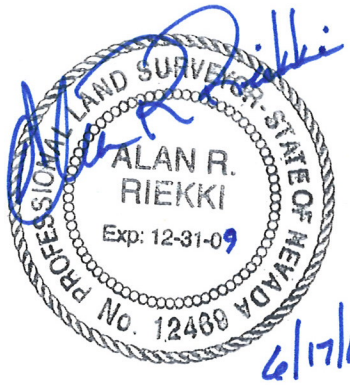
SCALE: 1" = 100'

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

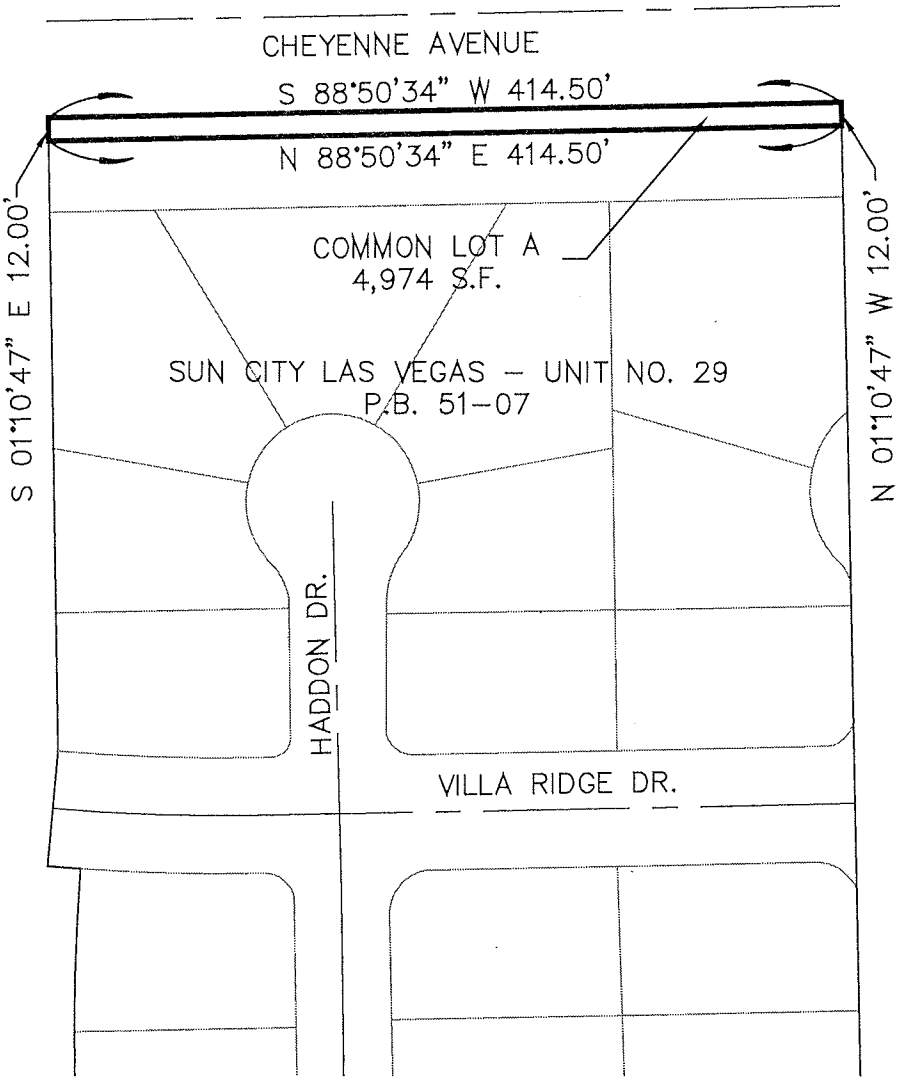
LEGAL DESCRIPTION
APN 138-18-197-006

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

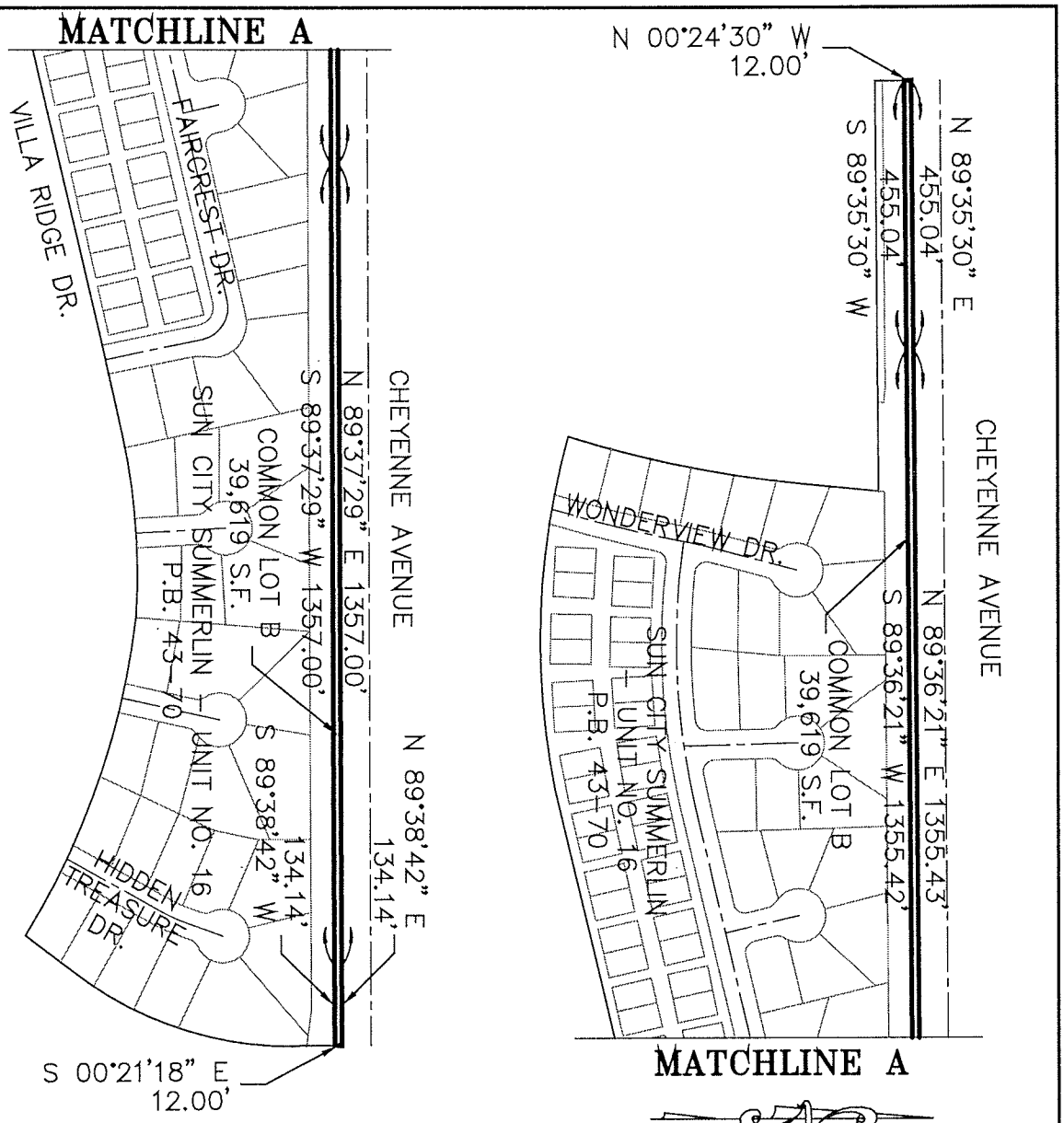
LEGAL DESCRIPTION
APN 138-17-597-001

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



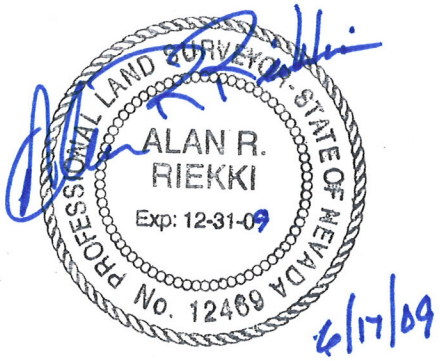
SCALE: 1" = 300'

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

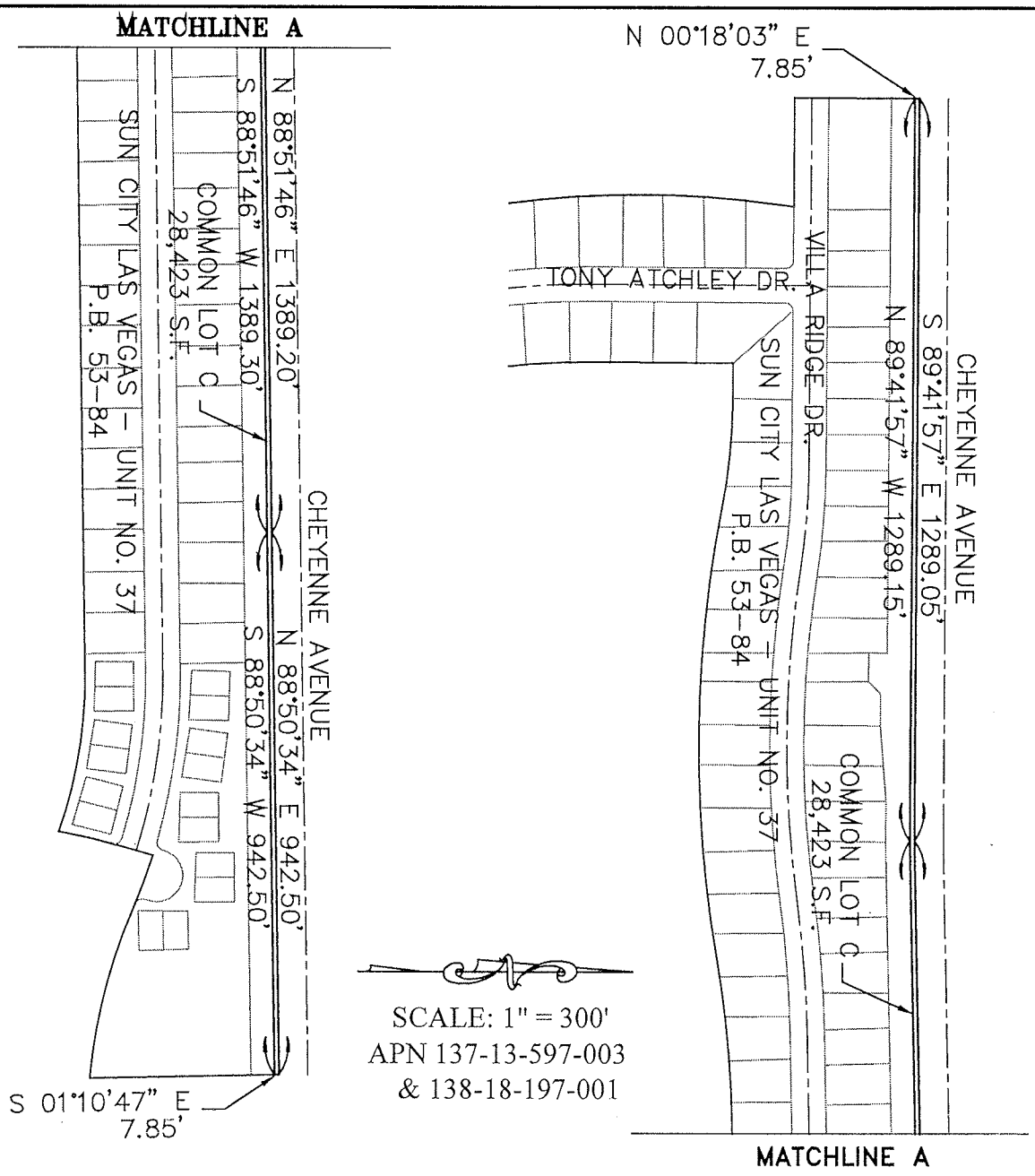
LEGAL DESCRIPTION
APN 138-18-197-001 &
APN 137-13-597-003

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.

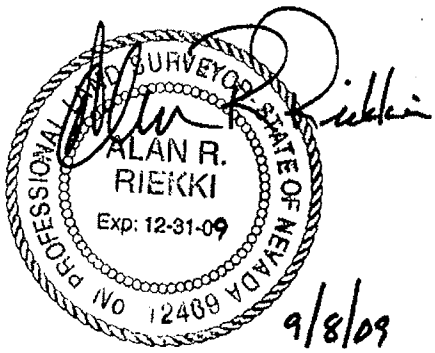
F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-001.doc



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.

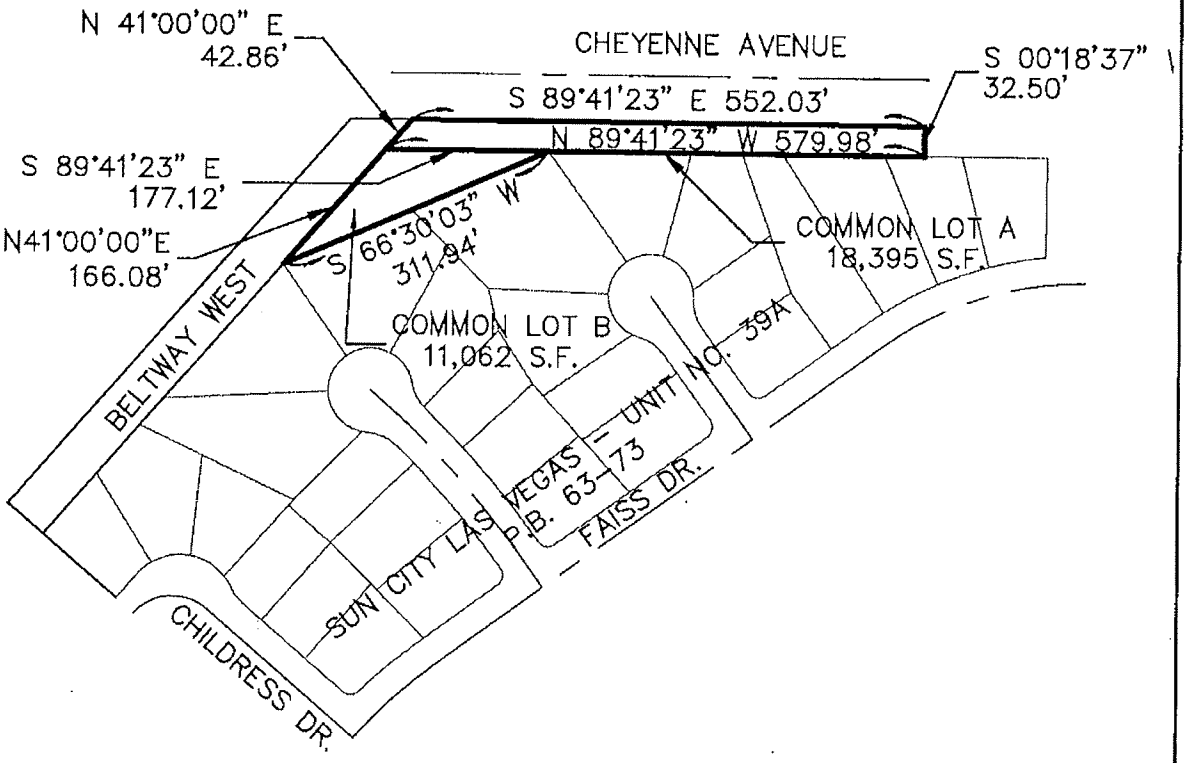
LEGAL DESCRIPTION
APN 137-13-197-005 & APN 137-13-197-008

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 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 1.00	PARCEL NUMBER ACREAGE
SUBD BOUNDARY	202	PARCEL SUB/SEQ NUMBER
ROAD EASEMENT	PB 25-49	PLAT RECORDING NUMBER
PM/LD BOUNDARY	5	BLOCK NUMBER
NON-PARCEL LOT LINE	5	LOT NUMBER
MATCH LINE / LEADER LINE	6L5	GOV. LOT NUMBER
001 ROAD ID NUMBER		

MDB&M T20S R59E

SEC 13

MAP N 2 NW 4

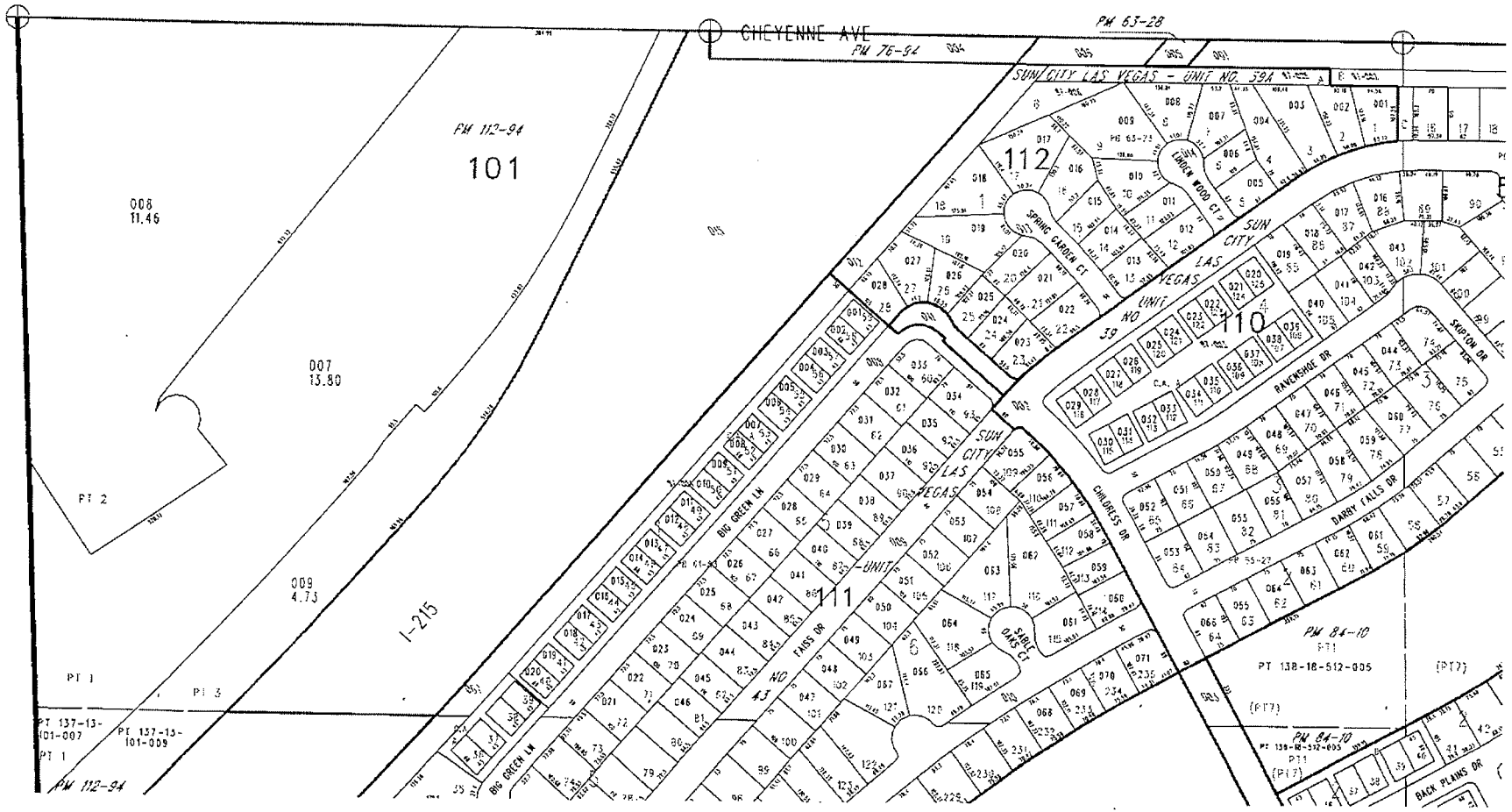
137-13-1

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

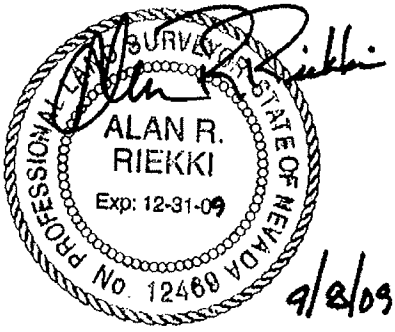
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

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.

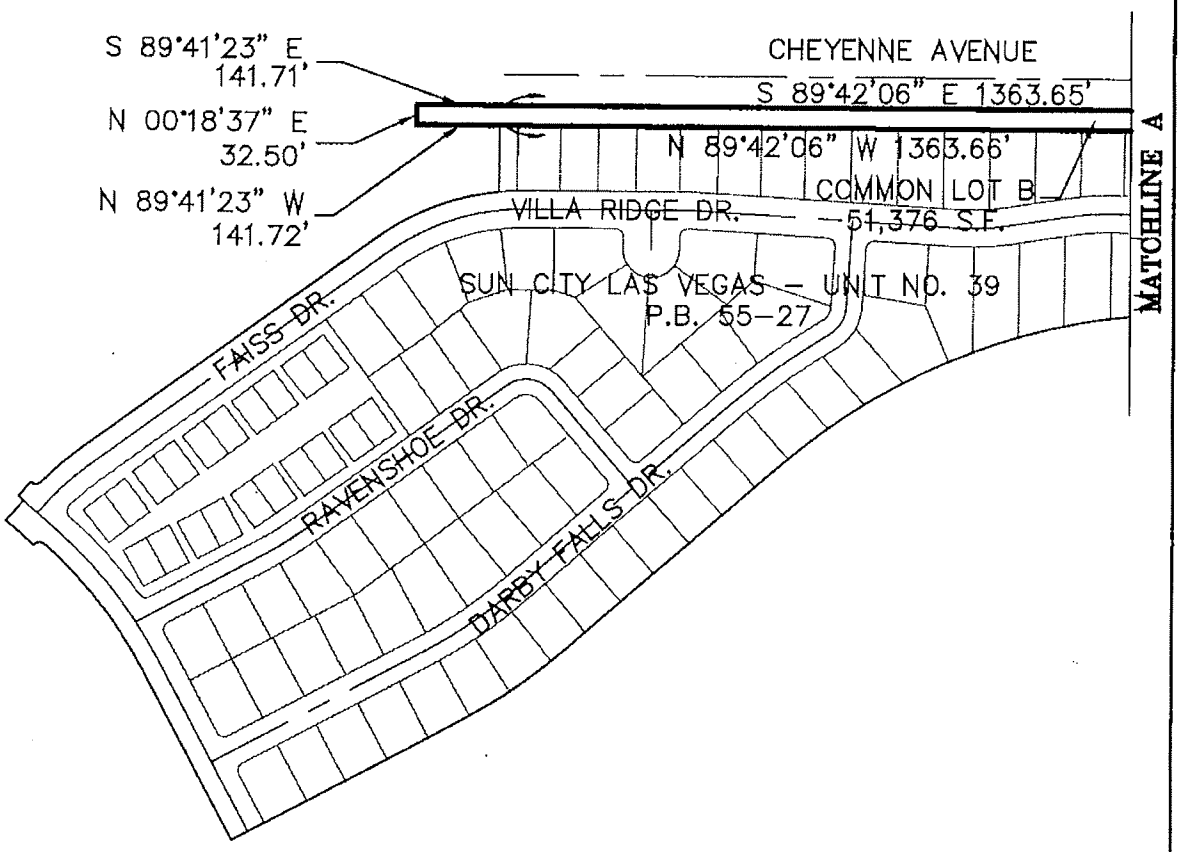
LEGAL DESCRIPTION
APN 137-13-597-001

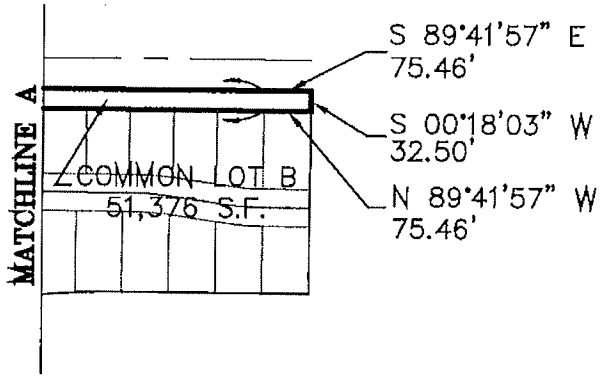
BEING COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39" RECORDED JANUARY 15, 1993 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 55 OF PLATS AT PAGE 27, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK 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 50 100 200 400 500 800

MAP LEGEND

AVERAGE DA VALUE 22

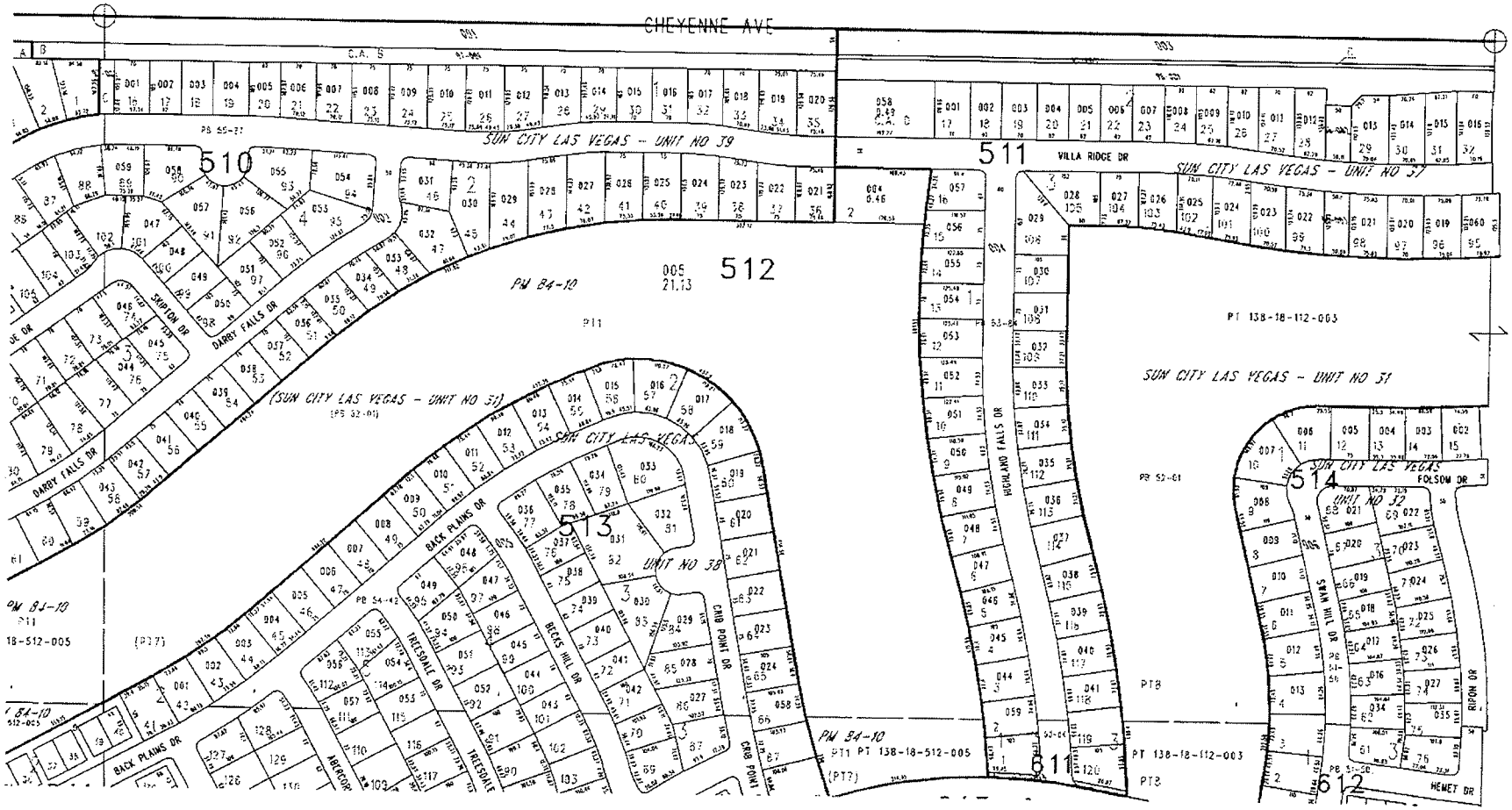
ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

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.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
ABEYANCE ITEM - 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.

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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.

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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

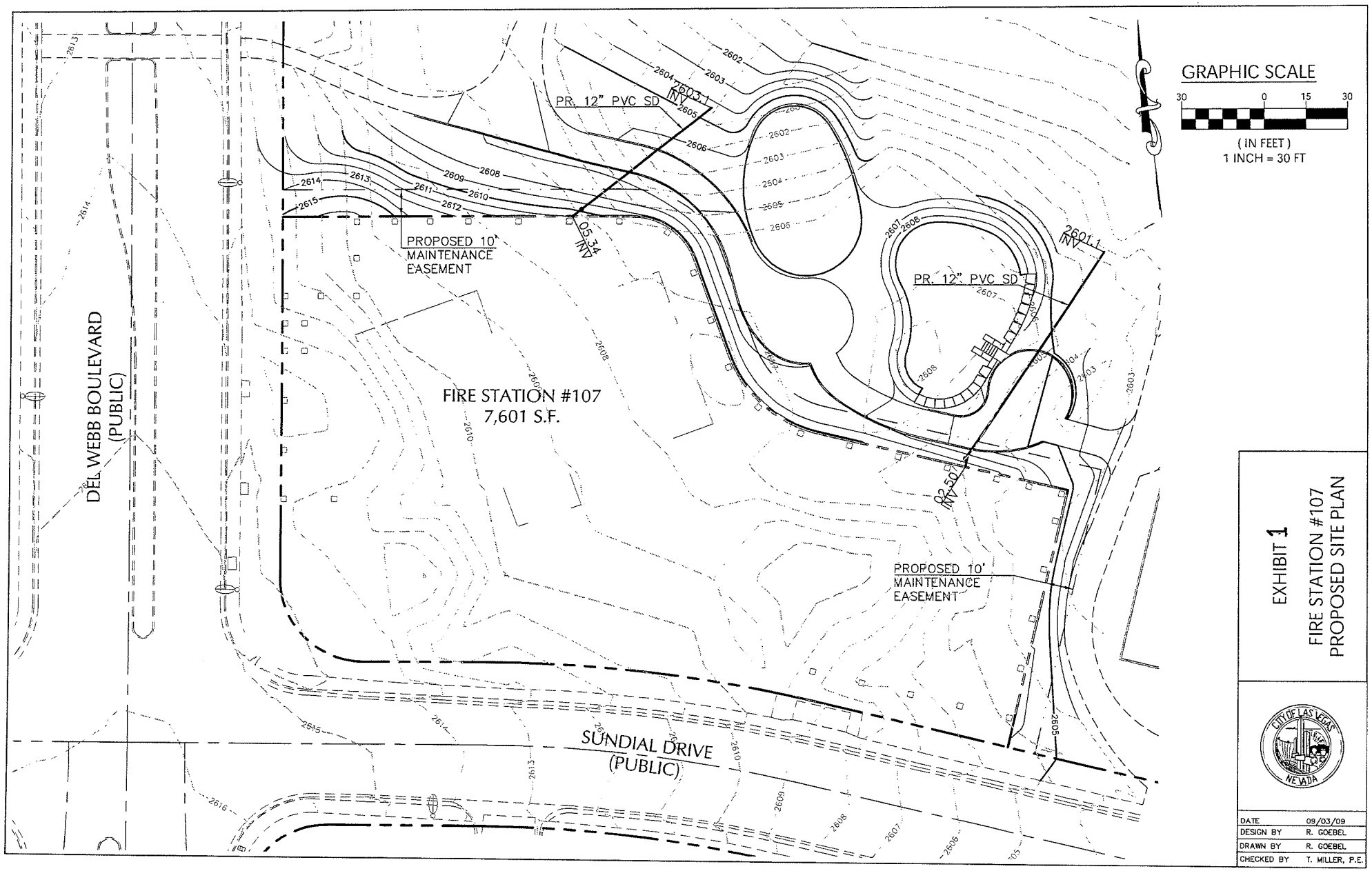
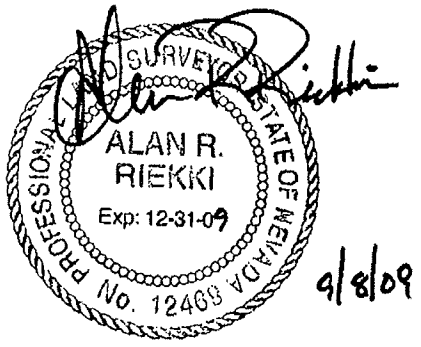

DEL WEBB BOULEVARD
(PUBLIC)
FIRE STATION #107
7,601 S.F.
PROPOSED 10'
MAINTENANCE
EASEMENT
PR. 12" PVC SD
PROPOSED 10'
MAINTENANCE
EASEMENT
PR. 12" PVC SD
SUNDIAL DRIVE
(PUBLIC)
GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 INCH = 30 FT
EXHIBIT 1
FIRE STATION #107
PROPOSED SITE PLAN
CITY OF LAS VEGAS
NEVADA
DATE 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;**

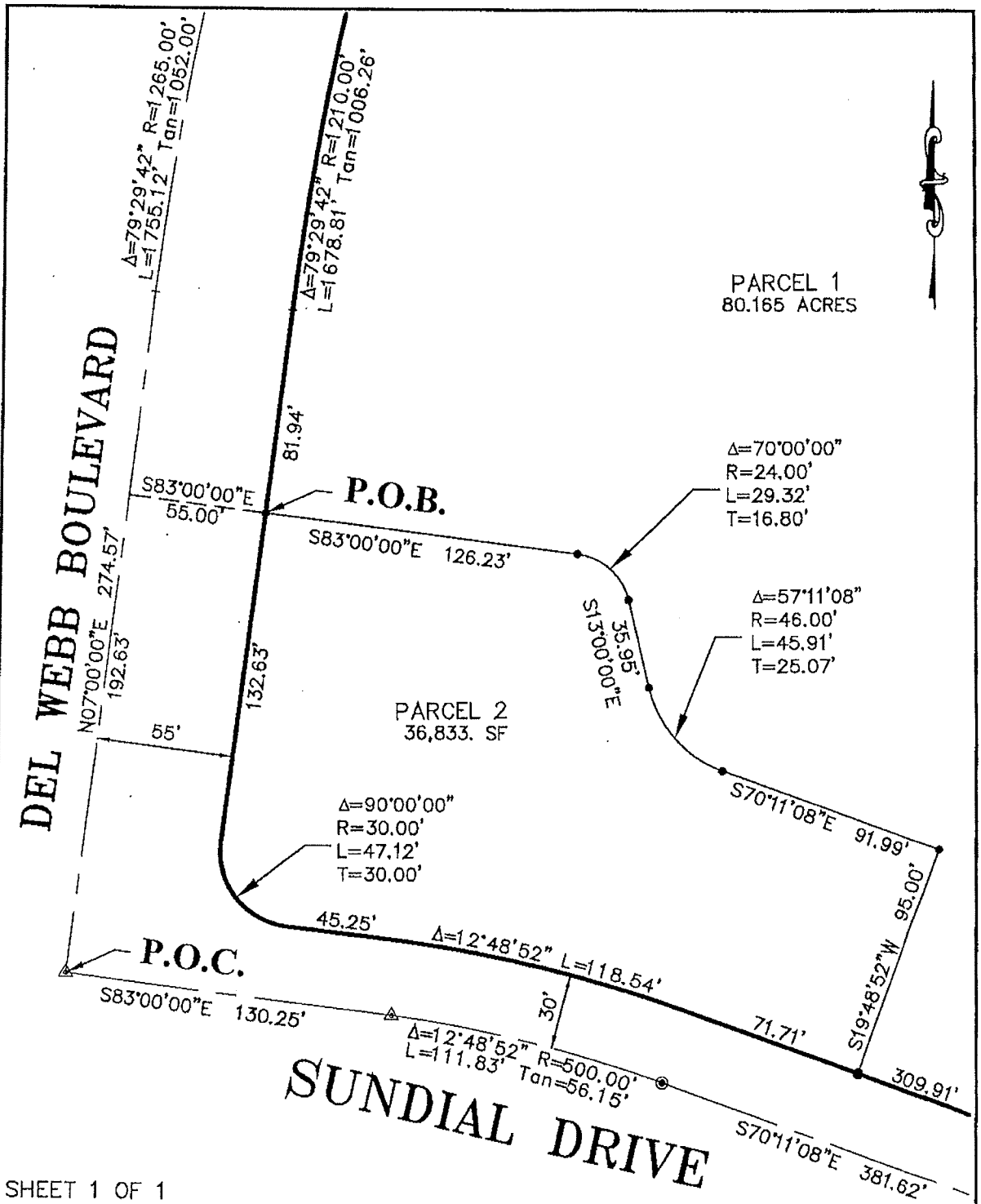
THENCE SOUTH 83°00'00" EAST 126.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 29.32 FEET THROUGH A CENTRAL ANGLE OF 70°00'00"; THENCE TANGENT TO SAID CURVE SOUTH 13°00'00" EAST, 35.95 FEET TO BEGINNING OF A TANGENT 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.

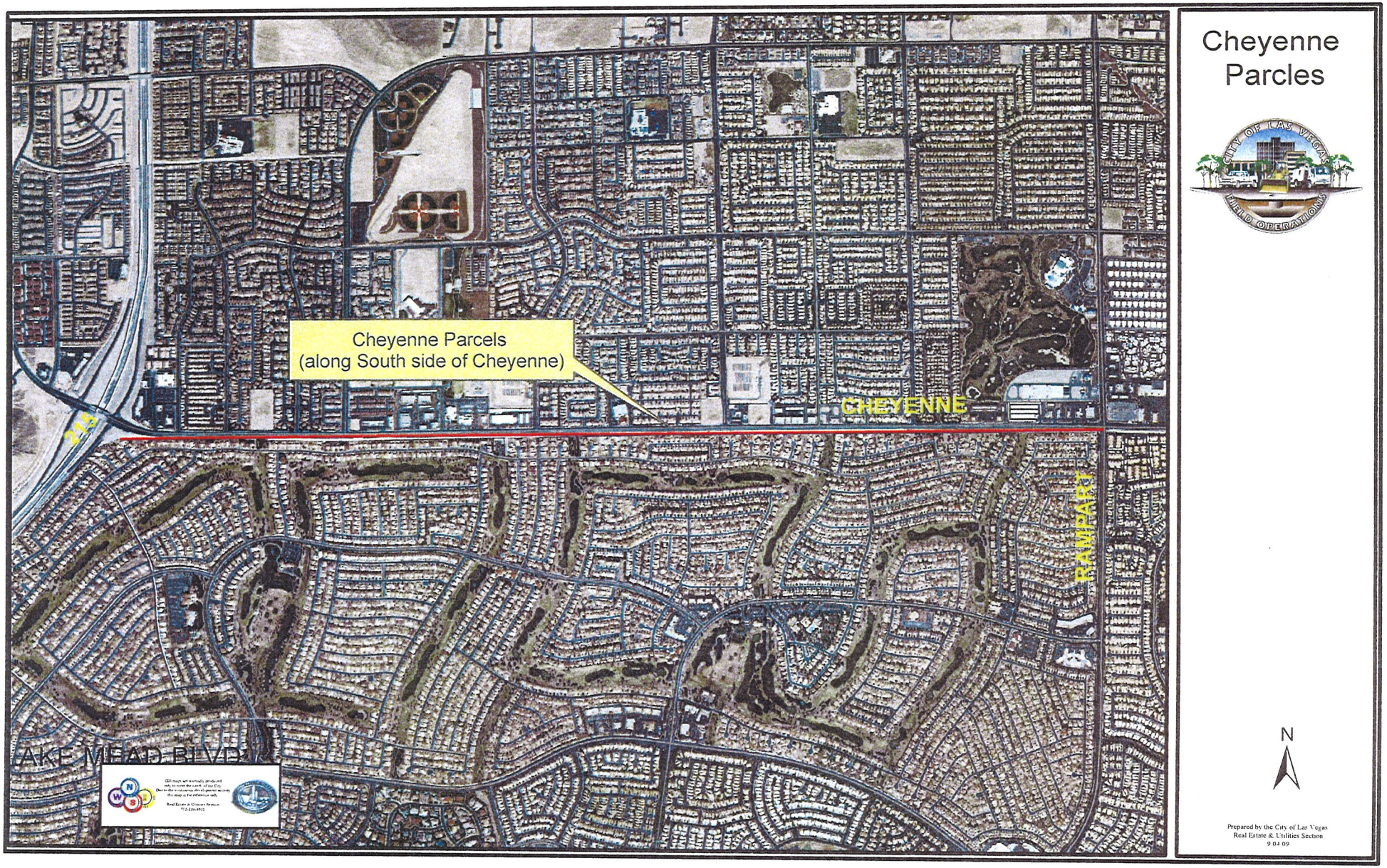


SHEET 1 OF 1

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"

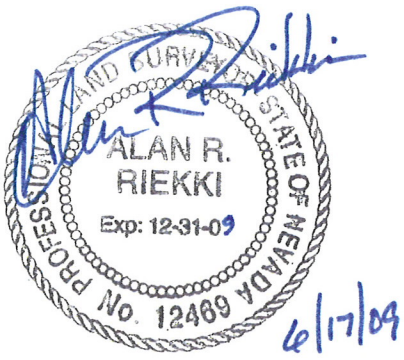


Cheyenne Parcles

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

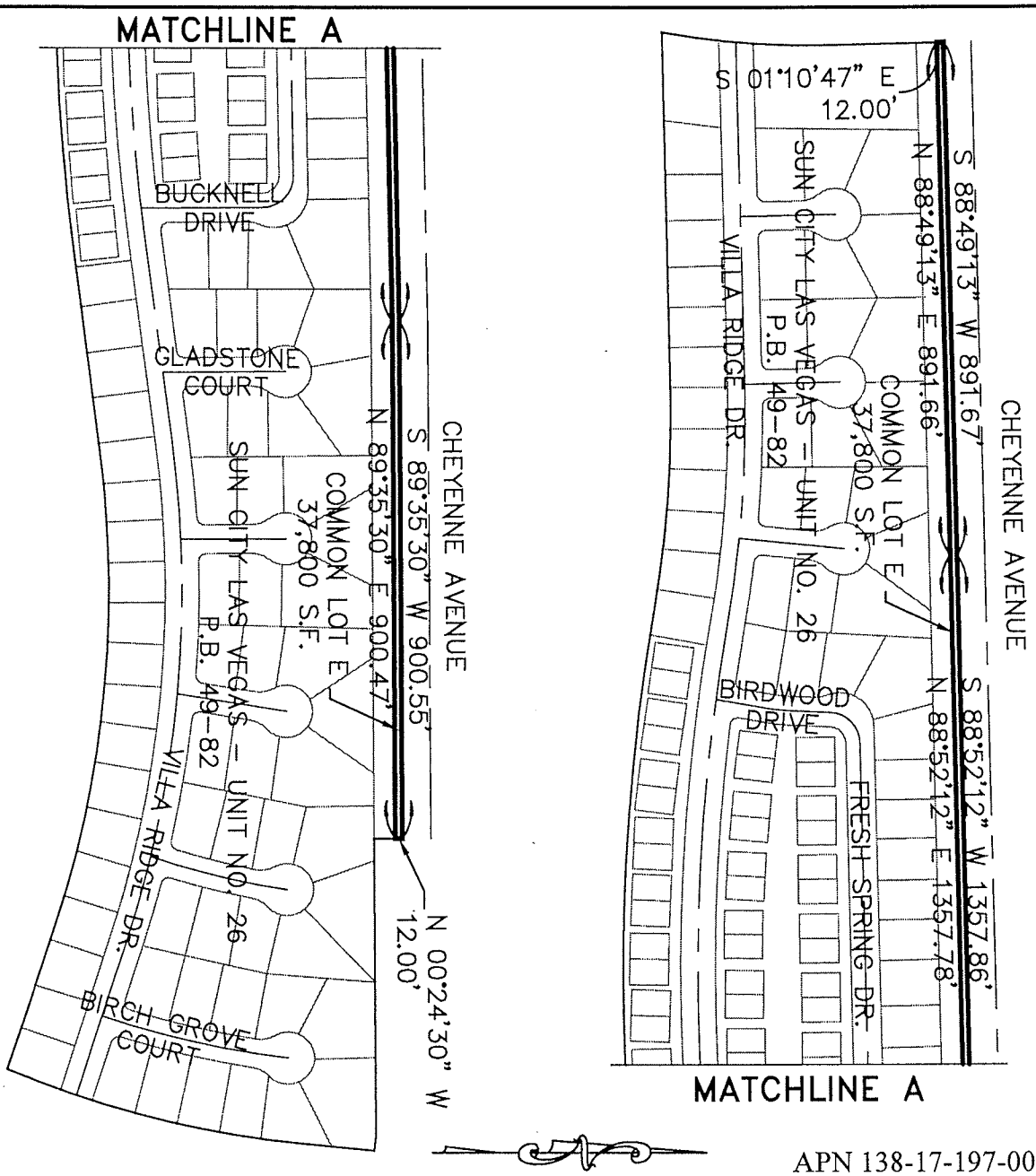
LEGAL DESCRIPTION
APN 138-17-197-001 &
APN 138-18-597-003

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

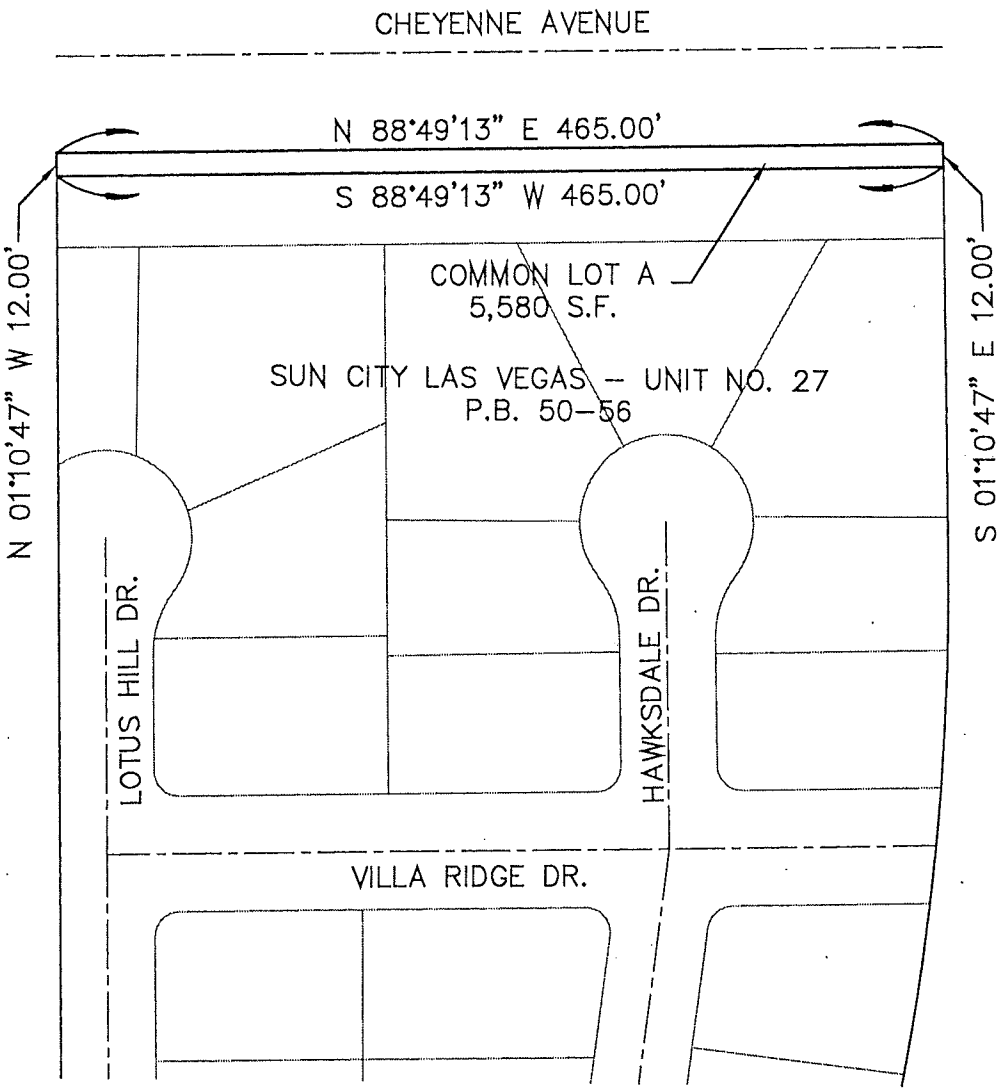
LEGAL DESCRIPTION
APN 138-18-597-001

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



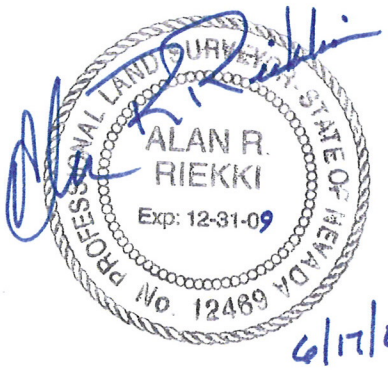
SCALE: 1" = 100'

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

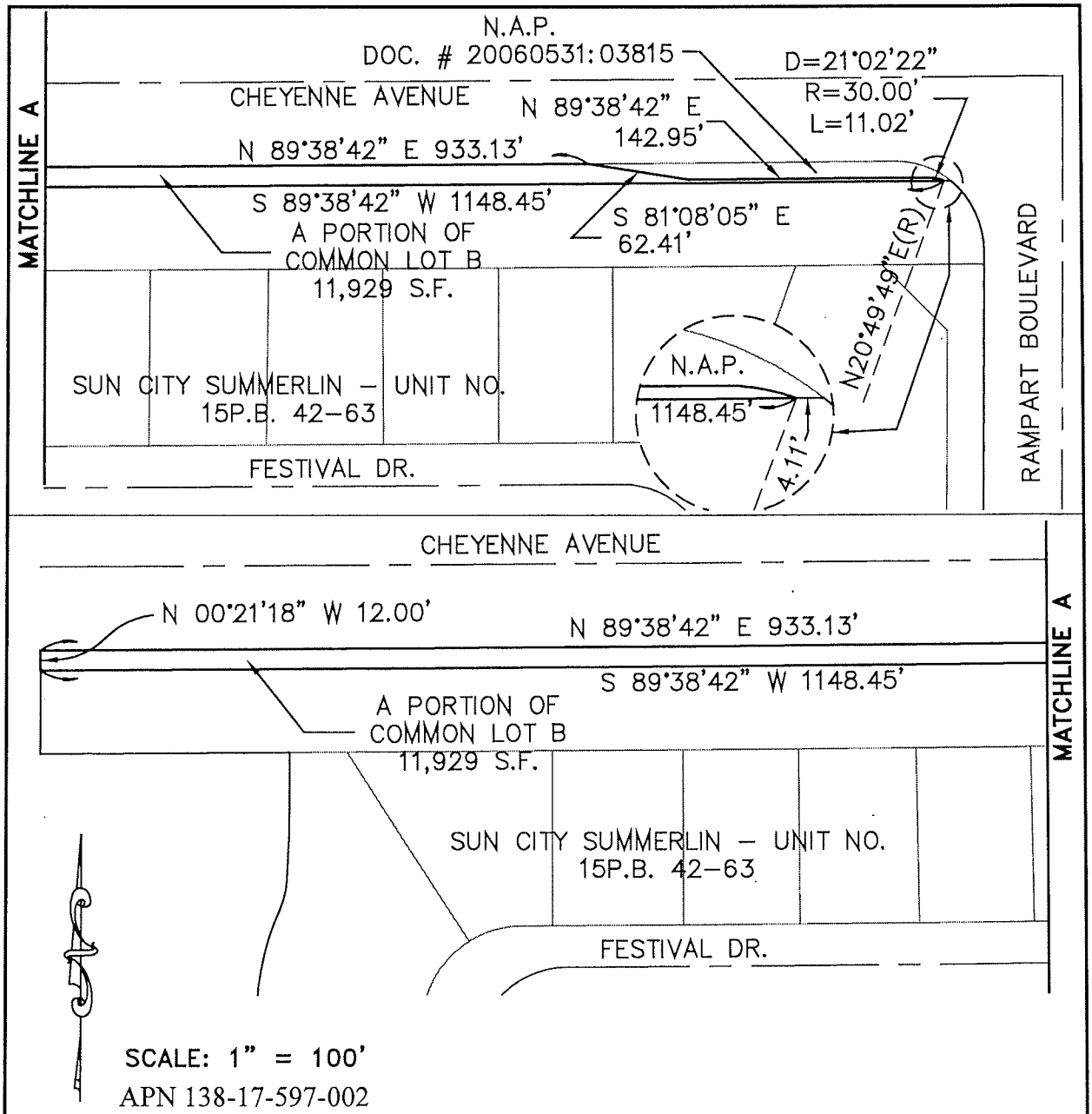
BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 15" RECORDED MAY 12, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 42 OF PLATS, AT PAGE 63, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK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



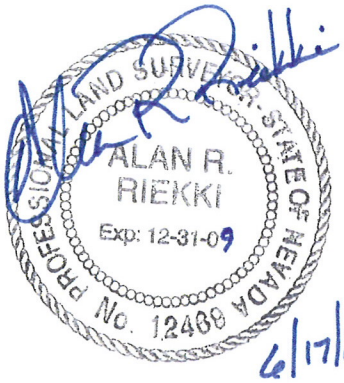
SCALE: 1" = 100'

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

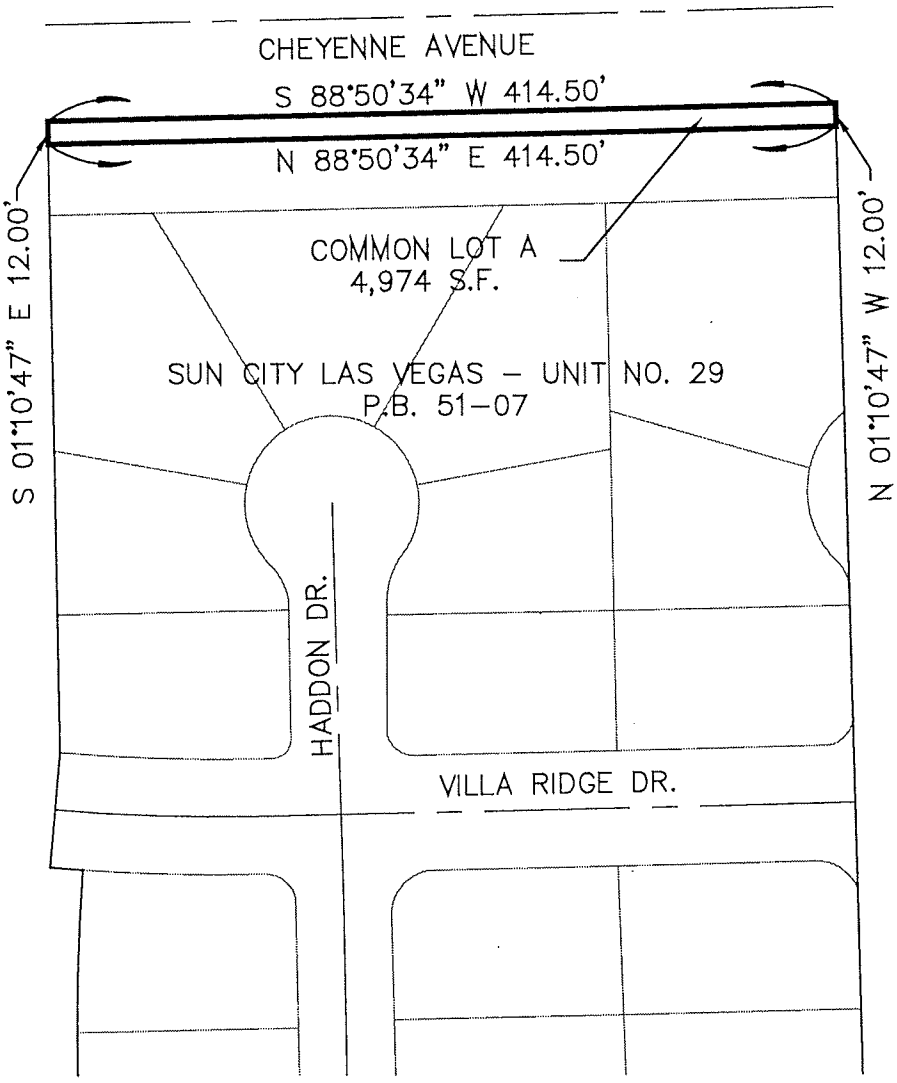
LEGAL DESCRIPTION
APN 138-18-197-006

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

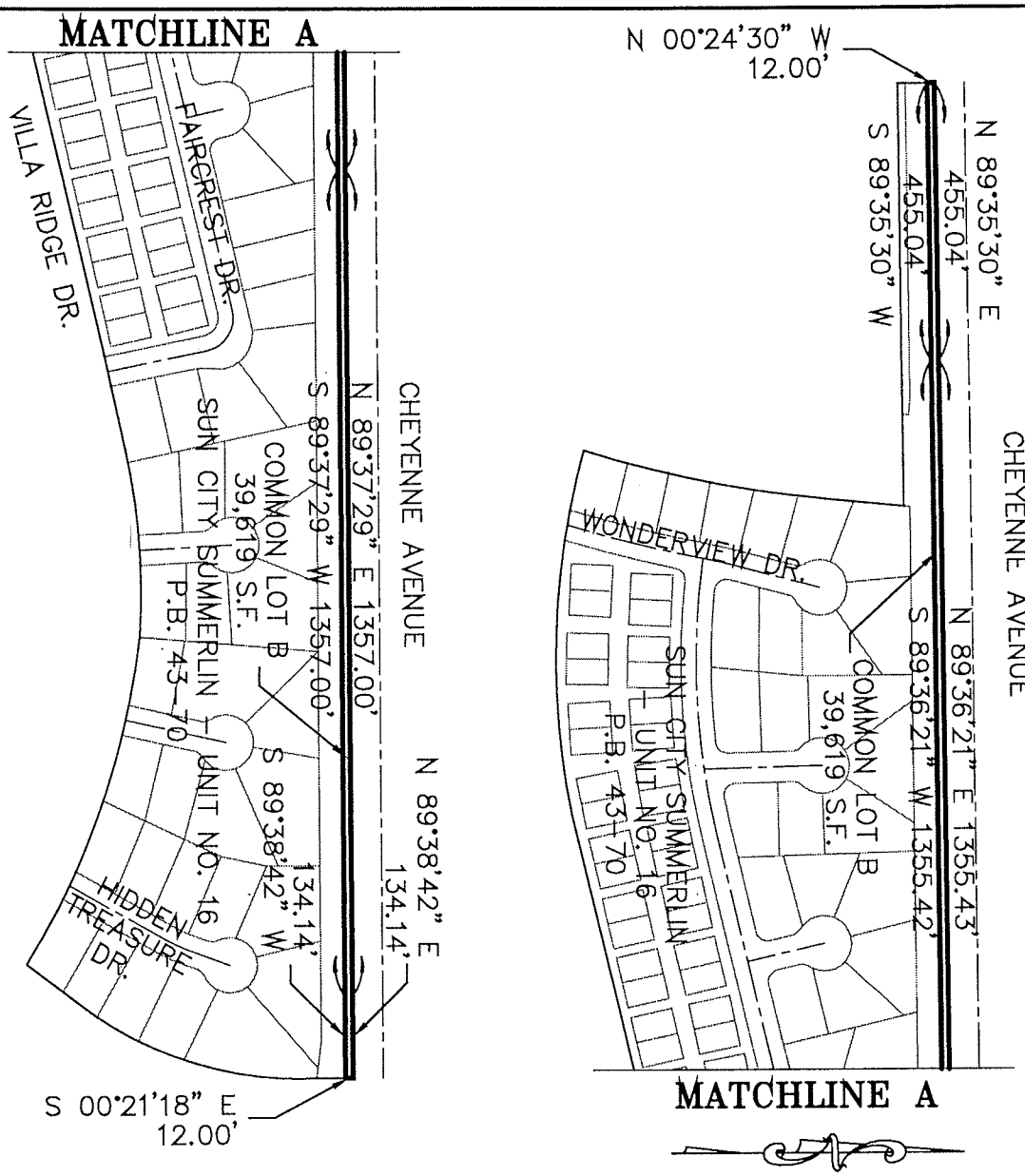
LEGAL DESCRIPTION
APN 138-17-597-001

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



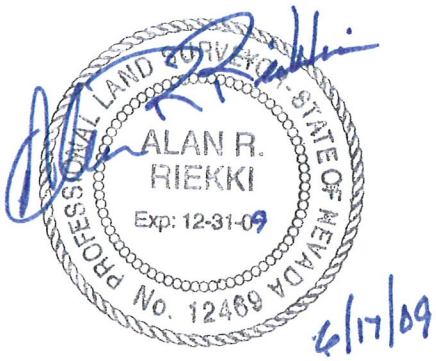
SCALE: 1" = 300'

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

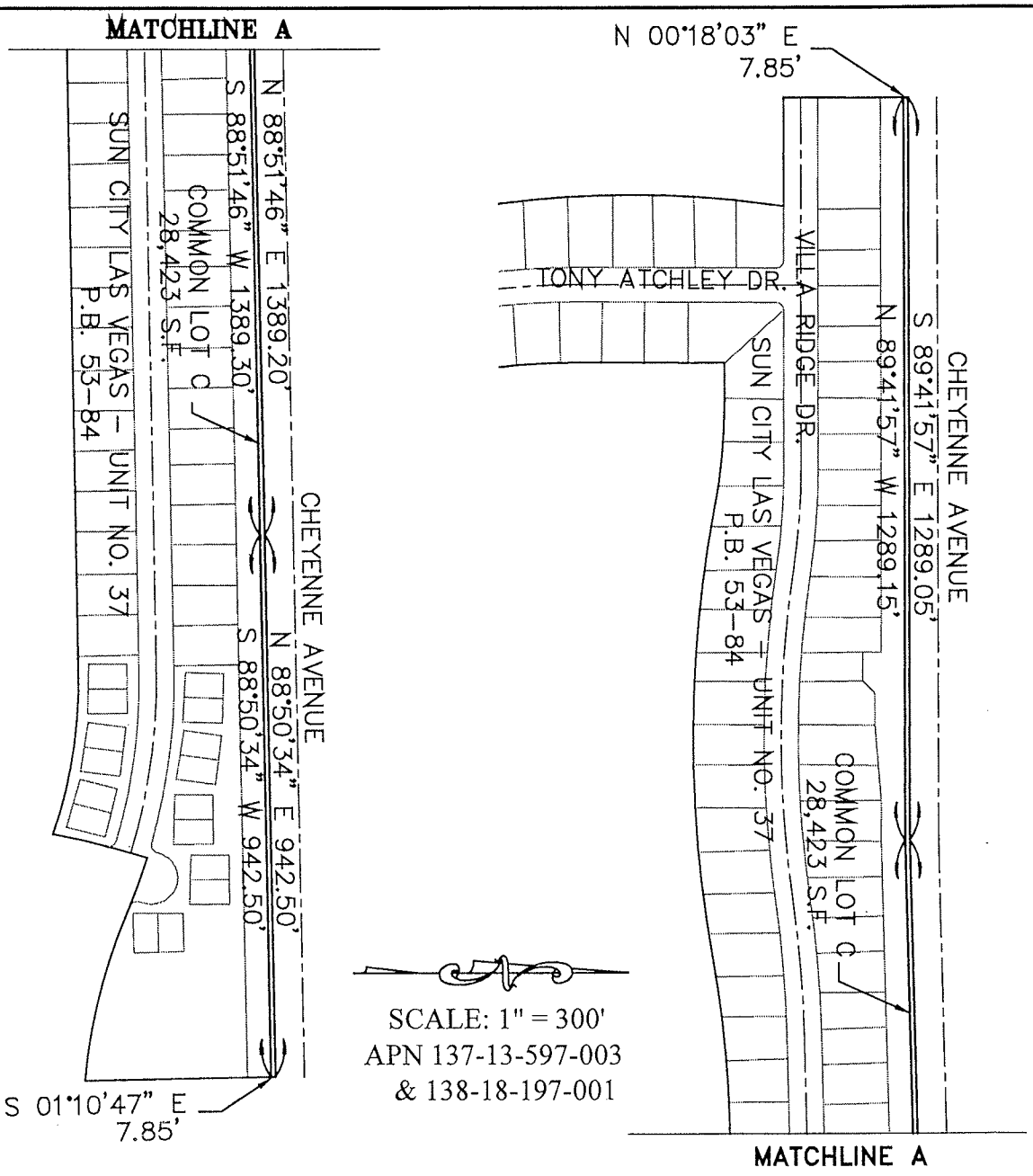
LEGAL DESCRIPTION
APN 138-18-197-001 &
APN 137-13-597-003

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.

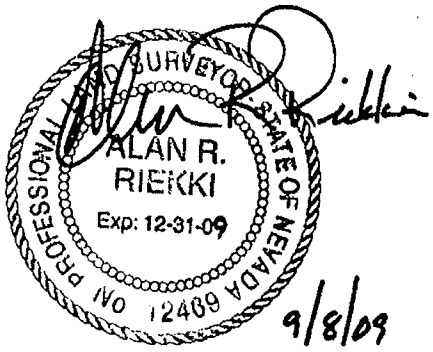
F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-001.doc



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.

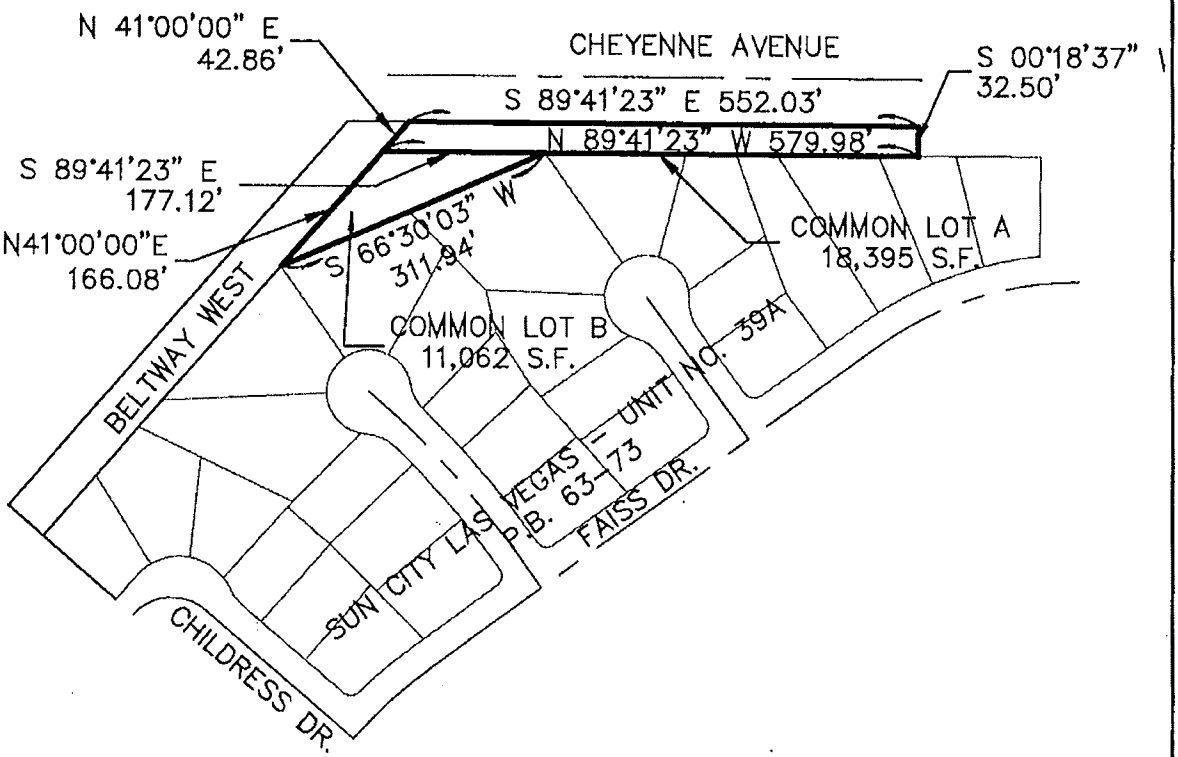
LEGAL DESCRIPTION
APN 137-13-197-005 & APN 137-13-197-008

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

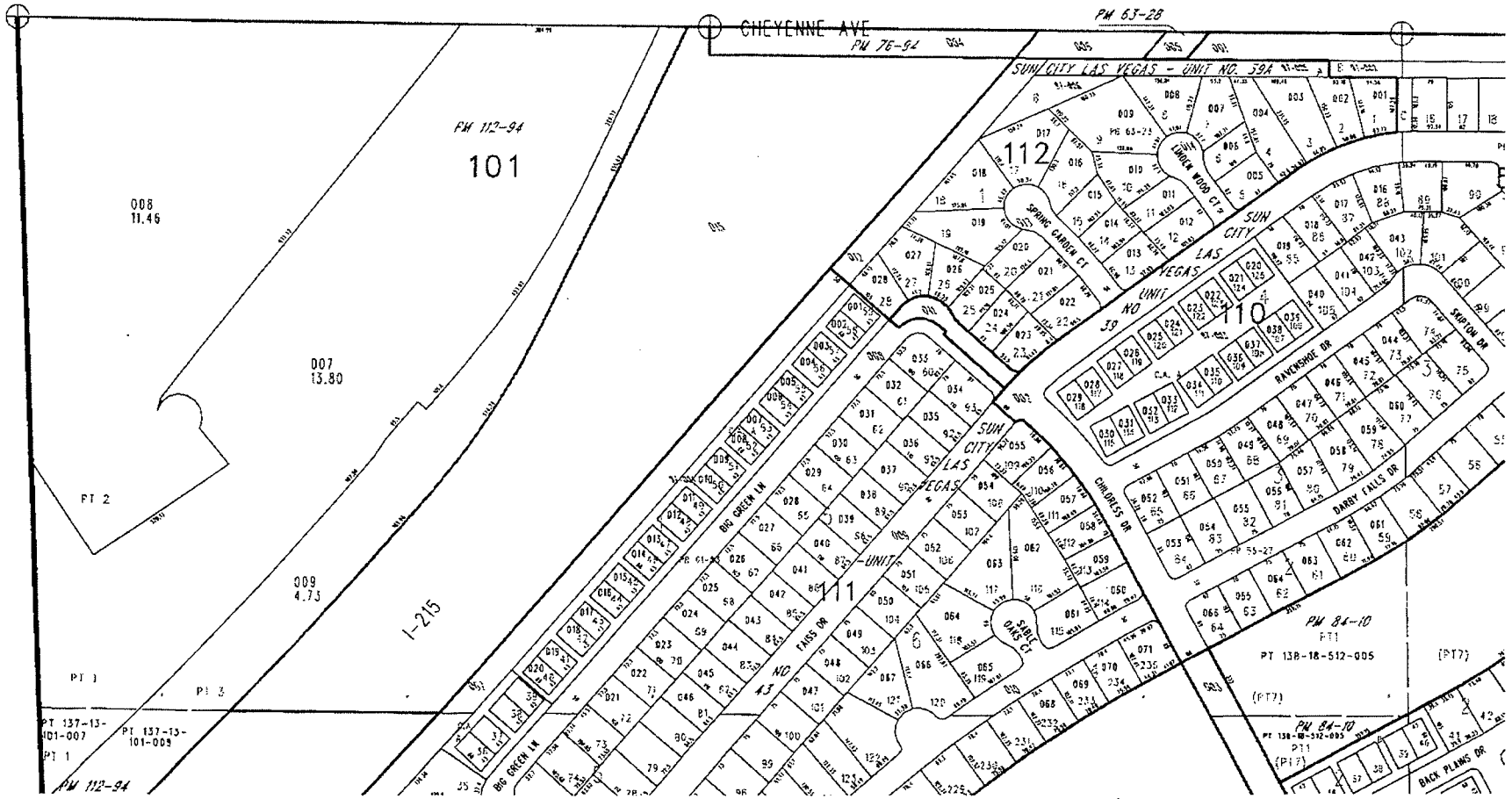
MAP T20S R59E | SEC. 13 | T N 2 NW 4 | 137-13-1

	R58E	R59E	R60E
T19S	127	126	125
T20S	136	137	138
T21S	155	164	163

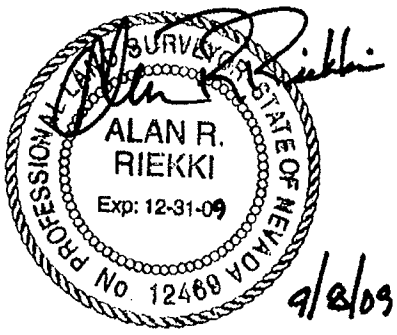
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

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.

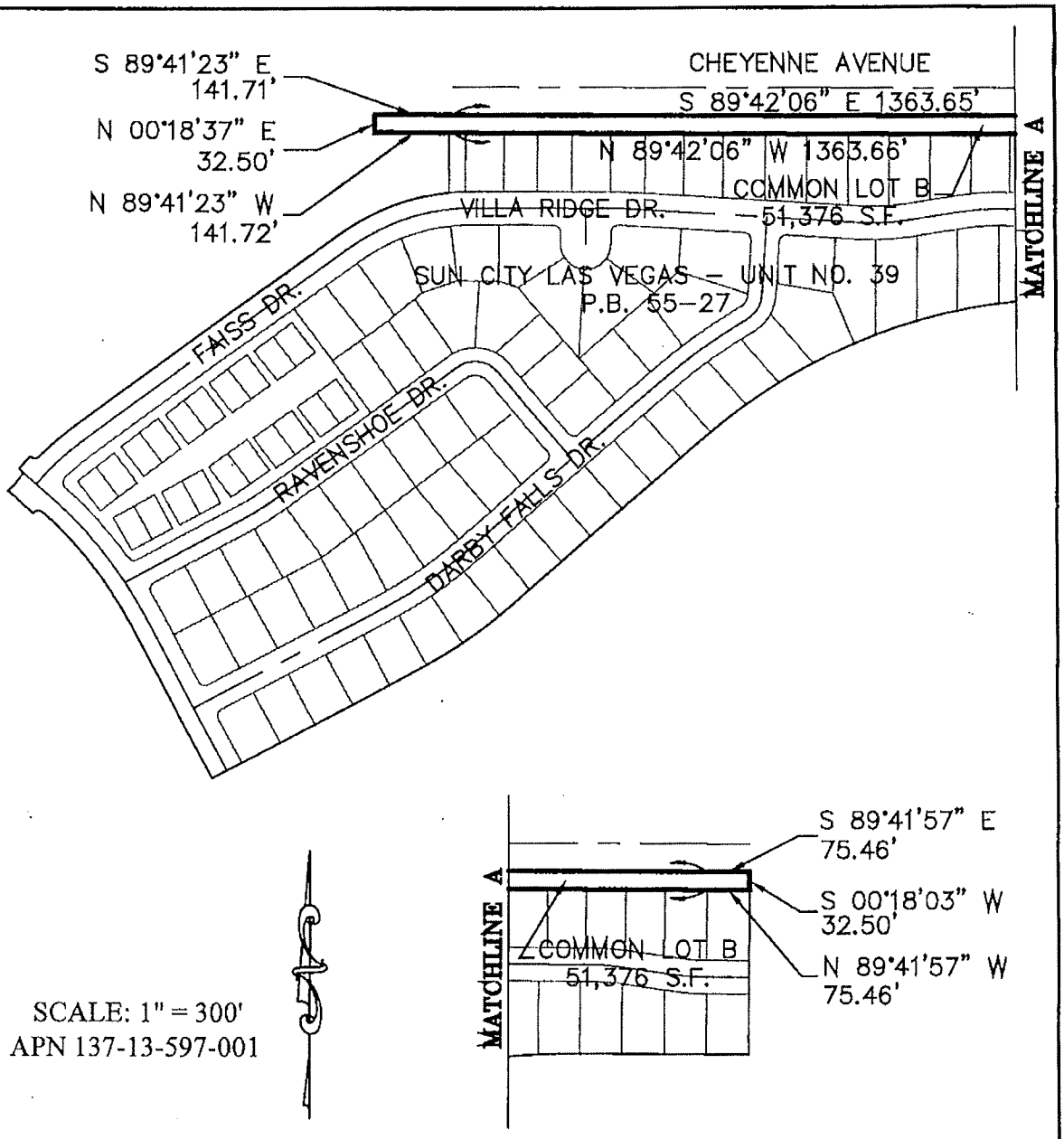
LEGAL DESCRIPTION
APN 137-13-597-001

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.

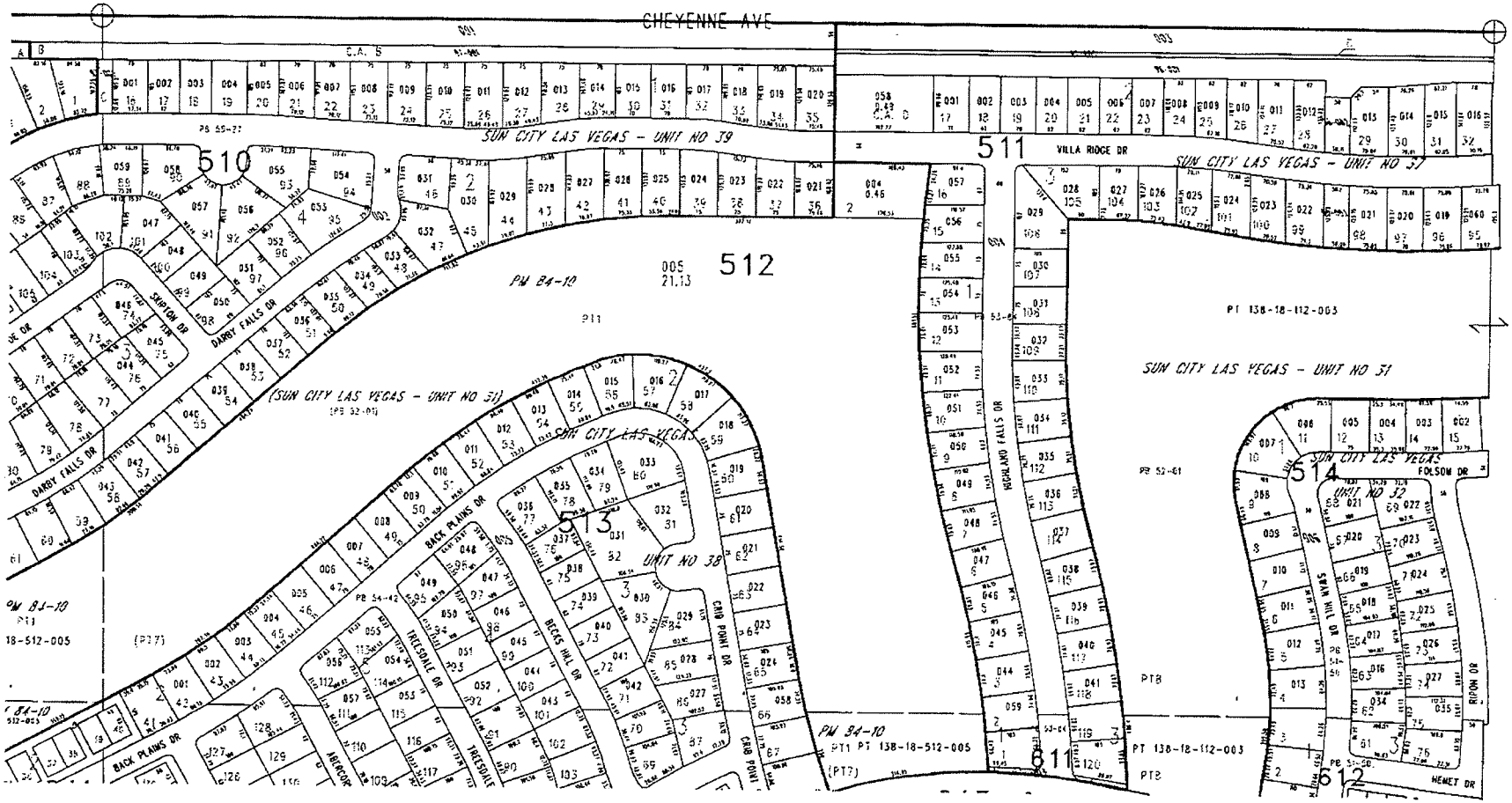
M. W. Schofield, Assessor

	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.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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: $52,918,801.37
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 01/01-01/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 1/1-15/10

Total Services & Materials Checks :	**$10,573,127.63**
Total Services & Materials EFT Payments :	**$1,642,574.02**
Total Wire Transfers:	**$33,578,719.55**
Total Payroll Checks:	**$7,124,380.17**
Grand Total:	**$52,918,801.37**

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

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On February 3, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for The Gypsy Den , Location: 213 East Colorado Avenue, Dates: February 5, 19 and March 5, 2010, Type: Special Event Alcohol, Event: First and Third Fridays - Art Events, Responsible Person in Charge: Katie Cewe - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 2:00 p.m. - 12:00 a.m. Estimated attendance is 400. Security provided by in house staff.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Change of Business of Name, Change of Location, and Change of Ownership for a Alcoholic Beverage Caterer License, From: T & C Ventures, Inc., dba Timbers 7, 7081 West Craig Road, To: F & C Ventures, Inc., dba Timbers IV, 9180 West Cheyenne Avenue, Timbers Hospitality Group, Inc., 100%, Donner Investment Trust, Andrew Donner, Dir, Pres, Secy, Treas, Trustee, Jack L. Breslin, Shareholder, Robert H. O'Neil, Shareholder, Brian E. Spilsbury, Shareholder, Kevin J. Spilsbury, Shareholder, and Michael D. Donner, Shareholder - 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 of Name, Change of Location, and Change of Ownership for an Alcoholic Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 Supper Club License, From: J & H Sahara, dba Johnny & Harry's, To: Z'Tejas Peccole Ranch, LLC, dba Z'Tejas Peccole Ranch (Non-operational), 9560 West Sahara Avenue, Guy M. Villavaso, Mgr, Mmbr, Melissa M. Foles, Mmbr, Paul M. Fleming, Mmbr, Jeffrey M. Bassett, Mmbr, and James P. Ryan, Mmbr - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name and Change of Ownership for a Supper Club License. This license is being transferred back from Johnny & Harry's and will not be physically located at the above address.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a new Class II Secondhand Dealer License, D'Luxe Thrift Store, Inc., dba D'Luxe Thrift Store, Inc., 1412 East Charleston Boulevard, Francisco Lujan, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for FIJI American National Association, Location: 5th Street School, 401 South 4th Street, Date: February 13, 2010, Type: Special Event Beer/Wine, Event: Organization Party, Responsible Person in Charge: Issac Manchester - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 6:00 p.m. – 11:30 p.m. Estimated attendance is 400. Security provided by in house staff.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a new Psychic Arts and Science License subject to the provisions of the planning and fire codes, Maria Christina Yulis, dba Divine Readings To You, 6848 West Charleston Boulevard, Maria C. Yulis, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Psychic Arts and Science License.

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

A. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8" x 10" in size, with lettering no smaller than one inch.

B. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.

C. The rates published shall be the only rates charged.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for Lola's, Location: 241 West Charleston Boulevard, Suite 101, Dates: February 13 and 16, 2010, Type: Special Event General, Event: Mardi Gras/Fat Tuesday, Responsible Person in Charge: Lola Pokorny - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 11:00 a.m. - 11:00 p.m. Estimated attendance is 60. No security will be provided.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of award of Bid No. 10.1730.09-LED, Federal Project No. ARRA-003(127), Stewart Avenue Sewer & Pavement Rehabilitation and Beautification, Phase 2, located along Stewart Avenue from Main Street to Fourth Street and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WESTERN STATES CONTRACTING, INC. ($1,562,000 – Sanitation Enterprise Fund, Parks and Leisure Activities Capital Projects Fund and Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,562,000
Funding Source: Sanitation EF, Parks and Leisure Activities CPF, Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project is for the beautification and rehabilitation of Stewart Avenue from Main Street to Fourth Street. Partial funding for this project (59%) is being provided by the American Recovery and Reinvestment Act (ARRA) of 2009.

PCC: L.E. Davis
POC: Weston Adams - (702) 644-1117

RECOMMENDATION:
That City Council approve the award of Bid No. 10.1730.09-LED, Federal Project No. ARRA-003(127), Stewart Avenue Sewer & Pavement Rehabilitation and Beautification, Phase 2 to Western States Contracting, Inc. in the amount of $1,562,000 and approve the construction conflicts and contingency reserve of $156,200. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Bid Abstract

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 3, 2010
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Bid No. 10.1730.09-LED, Federal Project No. ARRA-003(127), Stewart Avenue Sewer & Pavement Rehabilitation and Beautification, Phase 2.

The project consists of replacing two 10-inch diameter sewers with an 18-inch diameter sewer between Main Street and Last Vegas Boulevard, full curb to curb pavement replacement, removal and replacement of concrete ramps and driveways, installation of a bus turnout, striping, pedestrian refuge island at Third Street, modifications to the traffic signal at Main Street, removal of curb, gutter, sidewalk and street lights on the north side of Stewart Avenue between Main Street and Fourth Street and replacement with Downtown Centennial standards including curb, gutter, sidewalk, street lights, landscaping and benches.

Bid Abstract
10.1730.09-LED
Stewart Avenue
Sewer and Pavement
Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Western States Contracting		El Camino Construction Co., Inc.		Frehner Construction, Co. Inc.		Preferred Contracting Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	Owner Caused Delay Allowance	DAY	15	$250.00	$3,750.00	$250.00	$3,750.00	$250.00	$3,750.00	$250.00	$3,750.00
109.02	Owner Caused Delay Allowance in Addition to Allowance	DAY	15	$515.00	$7,725.00	$450.00	$6,750.00	$123.00	$1,845.00	$1,155.00	$17,325.00
200.01	Mobilization and Demobilization	LS	1	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00
202.01	Remove Asphalt Pavement	SY	11124	$2.60	$28,922.40	$2.25	$25,029.00	$3.00	$33,372.00	$6.30	$70,081.20
202.02	Remove Sidewalk	SF	12705	$0.90	$11,434.50	$0.64	$8,131.20	$0.60	$7,623.00	$1.40	$17,787.00
202.03	Remove Curb and Gutter	LF	1220	$1.90	$2,318.00	$4.30	$5,246.00	$2.50	$3,050.00	$3.20	$3,904.00
202.04	Remove Existing 48" Manhole	EA	12	$625.00	$7,500.00	$1,168.50	$14,022.00	$1,000.00	$12,000.00	$630.00	$7,560.00
202.05	Remove Concrete Valley Gutter	SF	1319	$1.40	$1,846.60	$2.40	$3,165.60	$1.00	$1,319.00	$3.70	$4,880.30
202.06	Remove Streetlight and Foundation	EA	9	$600.00	$5,400.00	$582.00	$5,238.00	$620.00	$5,580.00	$663.60	$5,972.40
202.07	Remove Drop Inlet	EA	1	$625.00	$625.00	$1,168.50	$1,168.50	$15,000.00	$15,000.00	$1,050.00	$1,050.00
202.08	Remove Existing Stone Pavers	SF	6380	$0.35	$2,233.00	$0.25	$1,595.00	$0.50	$3,190.00	$1.60	$10,208.00
203.01	Roadway Excavation	CY	2944	$9.70	$28,556.80	$6.00	$17,664.00	$19.00	$55,936.00	$14.70	$43,276.80
203.02	Over-Excavation	CY	1578	$13.80	$21,776.40	$3.60	$5,680.80	$29.00	$45,762.00	$13.70	$21,618.60
212.01	36" Box Tree in Tree Grate	EA	29	$610.00	$17,690.00	$688.00	$19,952.00	$615.00	$17,835.00	$672.00	$19,488.00
212.02	5' X 5' Tree Grate	EA	29	$1,400.00	$40,600.00	$1,787.00	$51,823.00	$1,640.00	$47,560.00	$1,890.00	$54,810.00
212.03	Electrical Conduit	LF	970	$5.05	$4,898.50	$5.20	$5,044.00	$5.50	$5,335.00	$5.30	$5,141.00
212.04	Pull box	EA	29	$110.00	$3,190.00	$113.00	$3,277.00	$115.00	$3,335.00	$115.50	$3,349.50
212.05	Rock Mulch (2" depth)	SF	936	$0.70	$655.20	$0.73	$683.28	$1.00	$936.00	$0.90	$842.40
212.06	Landscape Maintenance	MO	12	$115.00	$1,380.00	$1,033.46	$12,401.52	$1,025.00	$12,300.00	$1,123.50	$13,482.00

Bid Abstract
10.1730.09-LED
Stewart Avenue
Sewer and Pavement
Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Western States Contracting		El Camino Construction Co., Inc.		Frehner Construction, Co. Inc.		Preferred Contracting Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
212.07	Tree Guards	EA	29	$545.00	$15,805.00	$112.00	$3,248.00	$103.00	$2,987.00	$128.10	$3,714.90
212.08	Precast Concrete Bench	EA	3	$945.00	$2,835.00	$1,117.00	$3,351.00	$1,025.00	$3,075.00	$1,312.50	$3,937.50
212.09	Precast Concrete Trash Receptacle	EA	3	$695.00	$2,085.00	$893.00	$2,679.00	$820.00	$2,460.00	$1,050.00	$3,150.00
213.01	2" Sch. 40 PVC Mainline	LF	1300	$10.85	$14,105.00	$2.70	$3,510.00	$2.50	$3,250.00	$3.20	$4,160.00
213.02	2" Gate Valve	EA	2	$185.00	$370.00	$693.00	$1,386.00	$636.00	$1,272.00	$934.50	$1,869.00
213.03	Drip Valve Assembly	EA	2	$322.00	$644.00	$565.00	$1,130.00	$513.00	$1,026.00	$682.50	$1,365.00
213.04	End Flush Assembly	EA	4	$58.00	$232.00	$223.00	$892.00	$205.00	$820.00	$262.60	**$1,050.40**
213.05	Laterals and Emitters	LS	1	$10,300.72	$10,300.72	$1,700.00	$1,700.00	$1,537.00	$1,537.00	$2,835.00	$2,835.00
302.01	Type II Aggregate Base	CY	3989	$15.35	$61,231.15	$20.00	$79,780.00	$24.00	$95,736.00	$26.30	$104,910.70
302.02	Geogrid Fabric	SY	13828	$3.45	$47,706.60	$3.50	$48,398.00	$4.00	$55,312.00	$4.20	$58,077.60
402.01	Plantmix Bituminous Surface (6-inch)	SY	11833	$18.50	$218,910.50	$21.00	$248,493.00	$21.00	$248,493.00	$21.00	$248,493.00
403-2.01	UTACS (3/4-inch)	SY	11833	$8.20	$97,030.60	$10.50	$124,246.50	$7.00	$82,831.00	$10.70	$126,613.10
502.01	Bus Turn Out	EA	1	$30,756.00	$30,756.00	$11,500.00	$11,500.00	$42,606.00	$42,606.00	$32,025.00	$32,025.00
502.02	Pedestrian Median Island	SF	570	$12.45	$7,096.50	$4.75	$2,707.50	$4.25	$2,422.50	$12.60	$7,182.00
502.03	Remove and Replace Roadway Island	LF	50	$52.85	$2,642.50	$102.00	$5,100.00	$28.65	$1,432.50	$49.40	$2,470.00
609.01	Adjust Exist. Storm Drain Manhole Frame/Cover	EA	4	$610.00	$2,440.00	$558.74	$2,234.96	$1,063.00	$4,252.00	$546.00	$2,184.00
609.02	CM2 Drop inlet	EA	1	$5,875.00	$5,875.00	$7,560.00	$7,560.00	$6,200.00	$6,200.00	$6,090.00	$6,090.00
613.01	Concrete Valley Gutter	SF	480	$10.50	$5,040.00	$6.25	$3,000.00	$10.00	$4,800.00	$11.60	$5,568.00
613.02	Replace Existing Driveway	SF	2294	$7.00	$16,058.00	$4.90	$11,240.60	$10.00	$22,940.00	$7.90	$18,122.60

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				Western States Contracting		El Camino Construction Co., Inc.		Frehner Construction, Co. Inc.		Preferred Contracting Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.03	Type "L"Curb & Gutter	LF	1519	$12.00	$18,228.00	$14.00	$21,266.00	$13.00	$19,747.00	$12.60	$19,139.40
613.04	Integral Color Concrete Sidewalk	SF	8750	$4.80	$42,000.00	$6.00	$52,500.00	$4.50	$39,375.00	$5.60	$49,000.00
613.05	City Pavers at Sidewalk Ramp	SF	720	$11.75	$8,460.00	$7.25	$5,220.00	$15.50	$11,160.00	$12.60	$9,072.00
613.06	6" X 12" Plain Color Concrete Banding	LF	370	$10.40	$3,848.00	$27.00	$9,990.00	$13.50	$4,995.00	$11.60	$4,292.00
613.07	Thickened Edge at Tree Grate	LF	375	$10.70	$4,012.50	$26.00	$9,750.00	$9.00	$3,375.00	$11.60	$4,350.00
613.08	6" Thick Integral Color Driveway	SF	1104	$8.35	$9,218.40	$7.50	$8,280.00	$8.00	$8,832.00	$9.50	$10,488.00
613.09	6" X 24" Plain Color Band at Driveway	LF	240	$20.85	$5,004.00	$42.00	$10,080.00	$24.50	$5,880.00	$21.00	$5,040.00
613.10	Tactile Warning Strips	EA	2	$890.00	$1,780.00	$955.00	$1,910.00	$311.00	$622.00	$990.20	$1,980.40
613.11	Handicap Ramp Case I	EA	1	$1,565.00	$1,565.00	$1,145.00	$1,145.00	$522.00	$522.00	$1,743.00	$1,743.00
613.12	Handicap Ramp Case II	EA	6	$925.00	$5,550.00	$1,215.00	$7,290.00	$470.00	$2,820.00	$1,029.00	$6,174.00
613.13	Handicap Ramp Case II (Downtown Centennial)	EA	15	$960.00	$14,400.00	$1,284.40	$19,266.00	$447.00	$6,705.00	$1,050.00	$15,750.00
622.01	Construction Surveying	LS	1	$10,105.00	$10,105.00	$10,000.00	$10,000.00	$15,575.00	$15,575.00	$7,549.50	$7,549.50
623.01	Type 100 Pull Box	EA	3	$4,100.00	$12,300.00	$4,200.00	$12,600.00	$4,250.00	$12,750.00	$4,268.30	$12,804.90
623.02	# 5 Pull Box	EA	5	$265.00	$1,325.00	$273.00	$1,365.00	$275.00	$1,375.00	$278.30	$1,391.50
623.03	# 7 Pull Box	EA	5	$375.00	$1,875.00	$387.00	$1,935.00	$390.00	$1,950.00	$393.80	$1,969.00
623.04	# 3.5 Pull Box	EA	6	$215.00	$1,290.00	$222.00	$1,332.00	$225.00	$1,350.00	$225.80	$1,354.80
623.05	P30 Pull Box	EA	5	$350.00	$1,750.00	$363.75	$1,818.75	$370.00	$1,850.00	$369.60	$1,848.00
623.06	3" Traffic Signal Conduit	LF	690	$20.00	$13,800.00	$19.65	$13,558.50	$20.00	$13,800.00	$20.00	$13,800.00
623.07	3" Interconnect Conduit	LF	91	$14.00	$1,274.00	$14.25	$1,296.75	$15.00	$1,365.00	$14.70	$1,337.70

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				Western States Contracting		El Camino Construction Co., Inc.		Frehner Construction, Co. Inc.		Preferred Contracting Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.08	4" Interconnect Conduit	LF	3660	$7.00	$25,620.00	$7.20	$26,352.00	$7.30	$26,718.00	$7.40	$27,084.00
623.09	Preformed Loop Detector	EA	20	$575.00	$11,500.00	$590.00	$11,800.00	$595.00	$11,900.00	$598.50	$11,970.00
623.10	Traffic Signal Interconnect Cable	LF	1680	$2.75	$4,620.00	$2.85	$4,788.00	$3.00	$5,040.00	$2.90	$4,872.00
623.11	Traffic Signal Modifications (Stewart/Main)	LS	1	$37,700.00	$37,700.00	$38,550.00	$38,550.00	$38,999.00	$38,999.00	$39,165.00	$39,165.00
623.12	250W Streetlight	EA	6	$5,700.00	$34,200.00	$5,917.00	$35,502.00	$5,985.00	$35,910.00	$6,011.30	$36,067.80
623.13	250W Streetlight With King (205-Marquis) Luminaire	EA	2	$5,700.00	$11,400.00	$5,925.00	$11,850.00	$5,995.00	$11,990.00	$6,021.80	$12,043.60
623.14	Streetlight Conduit	LF	1570	$9.50	$14,915.00	$9.75	$15,307.50	$9.90	$15,543.00	$10.00	$15,700.00
624.01	Traffic Control and Maintenance	LS	1	$58,700.00	$58,700.00	$77,500.00	$77,500.00	$127,000.00	$127,000.00	$99,750.00	$99,750.00
625.01	Portable Changeable Message Sign	DAY	200	$75.85	$15,170.00	$46.50	$9,300.00	$68.00	$13,600.00	$78.80	$15,760.00
625.02	Arrow Display	DAY	600	$18.20	$10,920.00	$20.75	$12,450.00	$34.00	$20,400.00	$26.30	$15,780.00
627.01	Permanent Sign (Ground Mounted)	EA	13	$205.00	$2,665.00	$212.00	$2,756.00	$214.00	$2,782.00	$231.00	$3,003.00
627.02	Permanent Sign (Pole Mounted)	EA	9	$135.00	$1,215.00	$140.00	$1,260.00	$141.00	$1,269.00	$152.30	$1,370.70
628.01	Pavement Marking Film "ONLY"	EA	9	$110.00	$990.00	$114.00	$1,026.00	$114.00	$1,026.00	$123.90	$1,115.10
628.02	Pavement Marking Film (Arrows)	EA	18	$105.00	$1,890.00	$109.00	$1,962.00	$109.00	$1,962.00	$117.60	$2,116.80
628.03	Film (Crosswalk Striping, Stop Bar, Transition Line & Stripes)	SF	2412	$3.80	$9,165.60	$4.00	$9,648.00	$4.00	$9,648.00	$4.20	$10,130.40
628.04	Type 1 Centerline (Yellow)	LF	1256	$0.80	$1,004.80	$0.84	$1,055.04	$1.00	$1,256.00	$0.90	$1,130.40
628.05	Type 2 Centerline (Yellow)	LF	698	$0.60	$418.80	$0.61	$425.78	$1.00	$698.00	$0.70	$488.60
628.06	Type 4 Lane Line (White)	LF	2120	$0.35	$742.00	$0.36	$763.20	$0.50	$1,060.00	$0.50	$1,060.00
628.07	Storage Lane Line (8" White)	LF	422	$0.80	$337.60	$0.83	$350.26	$1.00	$422.00	$0.90	$379.80

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ITEM NO.	DESCRIPTION	U O M	QTY	Western States Contracting		El Camino Construction Co., Inc.		Frehner Construction, Co. Inc.		Preferred Contracting Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.08	Type II Film Transition Section Line (24" White)	LF	180	$7.30	$1,314.00	$7.49	$1,348.20	$7.60	$1,368.00	$8.40	$1,512.00
629.01	Adjust Water Valve Box to Finished Grade	EA	28	$280.00	$7,840.00	$458.17	$12,828.76	$925.00	$25,900.00	$196.40	$5,499.20
629.02	8" Tapping Sleeve and Tapping Valve	EA	1	$3,600.00	$3,600.00	$2,900.00	$2,900.00	$3,400.00	$3,400.00	$4,410.00	$4,410.00
629.03	12" Tapping Sleeve and Tapping Valve	EA	1	$5,100.00	$5,100.00	$4,100.00	$4,100.00	$4,725.00	$4,725.00	$5,775.00	$5,775.00
629.04	8" x 12" Reducer	EA	1	$490.00	$490.00	$560.00	$560.00	$300.00	$300.00	$393.80	$393.80
629.05	12" 90° Bend	EA	1	$800.00	$800.00	$950.00	$950.00	$615.00	$615.00	$525.00	$525.00
629.06	12" Cap	EA	2	$1,080.00	$2,160.00	$750.00	$1,500.00	$1,425.00	$2,850.00	$540.80	$1,081.60
629.07	12" PVC Water Main	LF	30	$41.00	$1,230.00	$80.00	$2,400.00	$112.00	$3,360.00	$262.50	$7,875.00
629.08	Relocate Fire Hydrant	EA	1	$1,380.00	$1,380.00	$1,400.00	$1,400.00	$4,375.00	$4,375.00	$1,995.00	$1,995.00
629.09	Abandon Existing 12" Waterline	LF	22	$20.00	$440.00	$60.00	$1,320.00	$1,080.00	$23,760.00	$257.30	$5,660.60
630.01	18-inch PVC Sanitary Sewer Pipe	LF	1677	$52.00	$87,204.00	$106.50	$178,600.50	$90.00	$150,930.00	$114.50	$192,016.50
630.02	Construct 60" Sanitary Sewer T-Lock Lined MH	EA	10	$5,000.00	$50,000.00	$6,600.00	$66,000.00	$5,854.00	$58,540.00	$6,510.00	$65,100.00
630.03	6" Sewer Lateral	LF	88	$32.00	$2,816.00	$130.00	$11,440.00	$150.00	$13,200.00	$102.80	**$9,046.40**
630.04	8" Sewer Main Extension	LF	140	$22.00	$3,080.00	$100.00	$14,000.00	$165.00	$23,100.00	$126.00	$17,640.00
630.05	10" Sewer Main Extension	LF	80	$26.00	$2,080.00	$130.00	$10,400.00	$185.00	$14,800.00	$131.30	$10,504.00
630.06	Sewer Lateral Extension	LF	600	$29.00	$17,400.00	$80.00	$48,000.00	$125.00	$75,000.00	$78.80	$47,280.00
630.07	Abandon Existing 10" Sewer Pipe	LF	3398	$16.50	$56,067.00	$11.00	$37,378.00	$6.00	$20,388.00	$9.50	$32,281.00
630.08	Abandon Existing 48" Sewer Manhole	EA	4	$600.00	$2,400.00	$1,170.00	$4,680.00	$2,175.00	$8,700.00	$3,255.00	$13,020.00
630.09	Inside Drop Bowl	EA	9	$885.00	$7,965.00	$740.00	$6,660.00	$975.00	$8,775.00	$1,155.00	$10,395.00

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				Western States Contracting		El Camino Construction Co., Inc.		Frehner Construction, Co. Inc.		Preferred Contracting Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
630.10	Remove/Replace Existing 48" Sewer Manhole	EA	1	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$5,865.00	$5,865.00	$12,421.50	$12,421.50
630.11	18-inch C900 Sanitary Sewer Pipe	LF	40	$62.00	$2,480.00	$135.00	$5,400.00	$340.00	$13,600.00	$336.00	$13,440.00
633.01	Blue Reflective Raised Marker	EA	3	$10.11	$30.33	$5.10	$15.30	$15.00	$45.00	$10.50	$31.50
637.01	Dust Control	LS	1	$7,400.00	$7,400.00	$3,500.00	$3,500.00	$75,000.00	$75,000.00	$58,275.00	$58,275.00
637.02	NPDES Discharge Permit	LS	1	$5,100.00	$5,100.00	$10,500.00	$10,500.00	$10,000.00	$10,000.00	$4,725.00	$4,725.00
	Total Base Bid Amount				$1,562,000.00		$1,799,907.00		$2,047,047.00		**$2,085,318.50**
											Corrected Total
	Engineer's Estimate: $3,300,000.00										
	Responsive Bidder										
	Responsible Bidder										

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Stewart Avenue Sewer and Pavement Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Wells Cargo, Inc.		Capriati Construction Corp.		JNJ Engineering Construction, Inc.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	Owner Caused Delay Allowance	DAY	15	$250.00	$3,750.00	$250.00	$3,750.00	$250.00	$3,750.00	$250.00	$3,750.00
109.02	Owner Caused Delay Allowance in Addition to Allowance	DAY	15	$820.00	$12,300.00	$1,567.74	$23,516.10	$500.00	$7,500.00	$250.00	$3,750.00
200.01	Mobilization and Demobilization	LS	1	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00
202.01	Remove Asphalt Pavement	SY	11124	$3.30	$36,709.20	$3.17	$35,263.08	$7.00	$77,868.00	$4.00	$44,496.00
202.02	Remove Sidewalk	SF	12705	$0.25	$3,176.25	$1.01	$12,832.05	$2.00	$25,410.00	$1.00	$12,705.00
202.03	Remove Curb and Gutter	LF	1220	$1.40	$1,708.00	$2.80	$3,416.00	$2.00	$2,440.00	$2.00	$2,440.00
202.04	Remove Existing 48" Manhole	EA	12	$700.00	$8,400.00	$765.99	$9,191.88	$1,200.00	$14,400.00	$700.00	$8,400.00
202.05	Remove Concrete Valley Gutter	SF	1319	$0.65	$857.35	$2.49	$3,284.31	$2.00	$2,638.00	$2.00	$2,638.00
202.06	Remove Streetlight and Foundation	EA	9	$670.00	$6,030.00	$625.40	$5,628.60	$500.00	$4,500.00	$615.00	$5,535.00
202.07	Remove Drop Inlet	EA	1	$1,000.00	$1,000.00	$733.12	$733.12	$2,500.00	$2,500.00	$505.00	$505.00
202.08	Remove Existing Stone Pavers	SF	6380	$0.20	$1,276.00	$1.00	$6,380.00	$2.00	$12,760.00	$1.00	$6,380.00
203.01	Roadway Excavation	CY	2944	$22.00	$64,768.00	$7.90	$23,257.60	$9.00	$26,496.00	$17.00	$50,048.00
203.02	Over-Excavation	CY	1578	$35.00	$55,230.00	$26.72	$42,164.16	$7.00	$11,046.00	$25.00	$39,450.00
212.01	36" Box Tree in Tree Grate	EA	29	$680.00	$19,720.00	$679.46	$19,704.34	$745.00	$21,605.00	$885.00	$25,665.00
212.02	5' X 5' Tree Grate	EA	29	$720.00	$20,880.00	$2,167.70	$62,863.30	$1,600.00	$46,400.00	$1,365.00	$39,585.00
212.03	Electrical Conduit	LF	970	$5.50	$5,335.00	$5.30	$5,141.00	$14.00	$13,580.00	$5.00	$4,850.00
212.04	Pull box	EA	29	$125.00	$3,625.00	$116.60	$3,381.40	$2,500.00	$72,500.00	$115.00	$3,335.00
212.05	Rock Mulch (2" depth)	SF	936	$0.75	$702.00	$0.64	$599.04	$1.25	$1,170.00	$2.50	$2,340.00
212.06	Landscape Maintenance	MO	12	$1,100.00	$13,200.00	$530.00	$6,360.00	$250.00	$3,000.00	$260.00	$3,120.00

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ITEM NO.	DESCRIPTION	U O M	QTY	Wells Cargo, Inc.		Capriati Construction Corp.		JNJ Engineering Construction, Inc.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
212.07	Tree Guards	EA	29	$760.00	$22,040.00	$716.36	$20,774.44	$700.00	$20,300.00	$506.00	$14,674.00
212.08	Precast Concrete Bench	EA	3	$1,100.00	$3,300.00	$1,746.94	$5,240.82	$780.00	$2,340.00	$941.00	$2,823.00
212.09	Precast Concrete Trash Receptacle	EA	3	$900.00	$2,700.00	$992.20	$2,976.60	$825.00	$2,475.00	$685.00	$2,055.00
213.01	2" Sch. 40 PVC Mainline	LF	1300	$2.70	$3,510.00	$7.63	$9,919.00	$18.00	$23,400.00	$5.75	$7,475.00
213.02	2" Gate Valve	EA	2	$700.00	$1,400.00	$196.10	$392.20	$250.00	$500.00	$80.00	$160.00
213.03	Drip Valve Assembly	EA	2	$570.00	$1,140.00	$276.66	$553.32	$385.00	$770.00	$156.00	$312.00
213.04	End Flush Assembly	EA	4	$230.00	$920.00	$74.20	$296.80	$75.00	$300.00	$52.00	$208.00
213.05	Laterals and Emitters	LS	1	$1,700.00	$1,700.00	$5,936.00	$5,936.00	$14,400.00	$14,400.00	$18,911.00	$18,911.00
302.01	Type II Aggregate Base	CY	3989	$21.00	$83,769.00	$19.56	$78,024.84	$16.00	$63,824.00	$21.00	$83,769.00
302.02	Geogrid Fabric	SY	13828	$4.25	$58,769.00	$4.05	$56,003.40	$5.25	$72,597.00	$4.50	$62,226.00
402.01	Plantmix Bituminous Surface (6-inch)	SY	11833	$17.50	$207,077.50	$21.95	$259,734.35	$21.00	$248,493.00	$22.00	$260,326.00
403-2.01	UTACS (3/4-inch)	SY	11833	$9.20	$108,863.60	$10.71	$126,731.43	$10.00	$118,330.00	$9.00	$106,497.00
502.01	Bus Turn Out	EA	1	$25,000.00	$25,000.00	$19,514.24	$19,514.24	$21,000.00	$21,000.00	$20,800.00	$20,800.00
502.02	Pedestrian Median Island	SF	570	$21.00	$11,970.00	$12.79	$7,290.30	$18.00	$10,260.00	$17.00	$9,690.00
502.03	Remove and Replace Roadway Island	LF	50	$22.00	$1,100.00	$145.83	$7,291.50	$48.00	$2,400.00	$39.00	$1,950.00
609.01	Adjust Exist. Storm Drain Manhole Frame/Cover	EA	4	$740.00	$2,960.00	$832.50	$3,330.00	$600.00	$2,400.00	$750.00	$3,000.00
609.02	CM2 Drop inlet	EA	1	$6,900.00	$6,900.00	$8,488.50	$8,488.50	$9,800.00	$9,800.00	$6,200.00	$6,200.00
613.01	Concrete Valley Gutter	SF	480	$11.00	$5,280.00	$16.67	$8,001.60	$8.00	$3,840.00	$11.00	$5,280.00
613.02	Replace Existing Driveway	SF	2294	$11.00	$25,234.00	$11.59	$26,587.46	$8.00	$18,352.00	$9.00	$20,646.00

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Stewart Avenue Sewer and Pavement Rehabilitation

				Wells Cargo, Inc.		Capriati Construction Corp.		JNJ Engineering Construction, Inc.		Tab Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.03	Type "L"Curb & Gutter	LF	1519	$18.00	$27,342.00	$14.10	$21,417.90	$18.00	$27,342.00	$14.00	$21,266.00
613.04	Integral Color Concrete Sidewalk	SF	8750	$7.70	$67,375.00	$4.64	$40,600.00	$9.00	$78,750.00	$5.60	$49,000.00
613.05	City Pavers at Sidewalk Ramp	SF	720	$33.00	$23,760.00	$15.95	$11,484.00	$13.00	$9,360.00	$35.00	$25,200.00
613.06	6" X 12" Plain Color Concrete Banding	LF	370	$30.00	$11,100.00	$13.78	$5,098.60	$15.00	$5,550.00	$14.00	$5,180.00
613.07	Thickened Edge at Tree Grate	LF	375	$16.00	$6,000.00	$13.78	$5,167.50	$4.00	$1,500.00	$10.00	$3,750.00
613.08	6" Thick Integral Color Driveway	SF	1104	$18.00	$19,872.00	$10.60	**$11,702.40**	$11.00	$12,144.00	$9.50	$10,488.00
613.09	6" X 24" Plain Color Band at Driveway	LF	240	$26.75	$6,420.00	$23.32	$5,596.80	$22.00	**$5,280.00**	$25.00	$6,000.00
613.10	Tactile Warning Strips	EA	2	$400.00	$800.00	$318.00	$636.00	$350.00	$700.00	$210.00	$420.00
613.11	Handicap Ramp Case I	EA	1	$2,900.00	$2,900.00	$1,908.00	$1,908.00	$1,200.00	$1,200.00	$550.00	$550.00
613.12	Handicap Ramp Case II	EA	6	$2,600.00	$15,600.00	$1,166.00	$6,996.00	$1,600.00	$9,600.00	$475.00	$2,850.00
613.13	Handicap Ramp Case II (Downtown Centennial)	EA	15	$1,540.00	$23,100.00	$1,166.00	$17,490.00	$1,600.00	$24,000.00	$450.00	$6,750.00
622.01	Construction Surveying	LS	1	$17,000.00	$17,000.00	$15,900.00	$15,900.00	$28,000.00	$28,000.00	$15,600.00	$15,600.00
623.01	Type 100 Pull Box	EA	3	$4,600.00	$13,800.00	$4,308.90	$12,926.70	$6,000.00	$18,000.00	$4,224.00	$12,672.00
623.02	# 5 Pull Box	EA	5	$300.00	$1,500.00	$280.90	$1,404.50	$710.00	$3,550.00	$276.00	$1,380.00
623.03	# 7 Pull Box	EA	5	$425.00	$2,125.00	$397.50	$1,987.50	$910.00	$4,550.00	$390.00	$1,950.00
623.04	# 3.5 Pull Box	EA	6	$244.00	$1,464.00	$227.90	$1,367.40	$600.00	$3,600.00	$224.00	$1,344.00
623.05	P30 Pull Box	EA	5	$400.00	$2,000.00	$373.12	$1,865.60	$1,200.00	$6,000.00	$366.00	$1,830.00
623.06	3" Traffic Signal Conduit	LF	690	$21.00	$14,490.00	$20.14	$13,896.60	$18.00	$12,420.00	$20.00	$13,800.00
623.07	3" Interconnect Conduit	LF	91	$16.00	$1,456.00	$14.84	$1,350.44	$20.00	$1,820.00	$15.00	$1,365.00

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Stewart Avenue Sewer and Pavement Rehabilitation

				Wells Cargo, Inc.		Capriati Construction Corp.		JNJ Engineering Construction, Inc.		Tab Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.08	4" Interconnect Conduit	LF	3660	$8.00	$29,280.00	$7.42	$27,157.20	$22.00	$80,520.00	$7.30	$26,718.00
623.09	Preformed Loop Detector	EA	20	$650.00	$13,000.00	$604.20	$12,084.00	$2,100.00	$42,000.00	$593.00	$11,860.00
623.10	Traffic Signal Interconnect Cable	LF	1680	$3.00	$5,040.00	$2.92	$4,905.60	$18.00	$30,240.00	$3.00	$5,040.00
623.11	Traffic Signal Modifications (Stewart/Main)	LS	1	$43,000.00	$43,000.00	$39,538.00	$39,538.00	$72,000.00	$72,000.00	$38,755.00	$38,755.00
623.12	250W Streetlight	EA	6	$6,500.00	$39,000.00	$6,068.50	$36,411.00	$6,400.00	$38,400.00	$5,949.00	$35,694.00
623.13	250W Streetlight With King (205-Marquis) Luminaire	EA	2	$6,500.00	$13,000.00	$6,079.10	$12,158.20	$7,500.00	$15,000.00	$5,959.00	$11,918.00
623.14	Streetlight Conduit	LF	1570	$10.00	$15,700.00	$10.02	$15,731.40	$21.00	$32,970.00	$9.90	$15,543.00
624.01	Traffic Control and Maintenance	LS	1	$152,000.00	$152,000.00	$76,653.90	$76,653.90	$110,000.00	$110,000.00	$70,133.00	$70,133.00
625.01	Portable Changeable Message Sign	DAY	200	$86.00	$17,200.00	$58.30	$11,660.00	$50.00	$10,000.00	$78.00	$15,600.00
625.02	Arrow Display	DAY	600	$28.00	$16,800.00	$26.50	$15,900.00	$25.00	$15,000.00	$26.00	$15,600.00
627.01	Permanent Sign (Ground Mounted)	EA	13	$230.00	$2,990.00	$217.30	$2,824.90	$400.00	$5,200.00	$216.00	$2,808.00
627.02	Permanent Sign (Pole Mounted)	EA	9	$150.00	$1,350.00	$143.10	$1,287.90	$200.00	$1,800.00	$115.00	$1,035.00
628.01	Pavement Marking Film "ONLY"	EA	9	$125.00	$1,125.00	$116.60	$1,049.40	$225.00	$2,025.00	$213.00	$1,917.00
628.02	Pavement Marking Film (Arrows)	EA	18	$120.00	$2,160.00	$111.30	$2,003.40	$120.00	$2,160.00	$148.00	$2,664.00
628.03	Film (Crosswalk Striping, Stop Bar, Transition Line & Stripes)	SF	2412	$4.30	$10,371.60	$4.08	$9,840.96	$7.60	$18,331.20	$5.00	$12,060.00
628.04	Type 1 Centerline (Yellow)	LF	1256	$0.94	$1,180.64	$1.63	$2,047.28	$1.00	$1,256.00	$1.75	$2,198.00
628.05	Type 2 Centerline (Yellow)	LF	698	$0.70	$488.60	$0.64	$446.72	$1.00	$698.00	$3.00	$2,094.00
628.06	Type 4 Lane Line (White)	LF	2120	$0.41	$869.20	$0.37	$784.40	$0.32	$678.40	$1.15	$2,438.00
628.07	Storage Lane Line (8" White)	LF	422	$0.94	$396.68	$0.85	$358.70	$1.65	$696.30	$1.50	$633.00

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				Wells Cargo, Inc.		Capriati Construction Corp.		JNJ Engineering Construction, Inc.		Tab Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.08	Type II Film Transition Section Line (24" White)	LF	180	$8.49	$1,528.20	$7.69	$1,384.20	$10.00	$1,800.00	$7.00	$1,260.00
629.01	Adjust Water Valve Box to Finished Grade	EA	28	$900.00	$25,200.00	$319.02	$8,932.56	$225.00	$6,300.00	$500.00	$14,000.00
629.02	8" Tapping Sleeve and Tapping Valve	EA	1	$4,000.00	$4,000.00	$2,487.18	$2,487.18	$2,800.00	$2,800.00	$3,700.00	$3,700.00
629.03	12" Tapping Sleeve and Tapping Valve	EA	1	$5,500.00	$5,500.00	$4,155.62	$4,155.62	$4,200.00	$4,200.00	$5,000.00	$5,000.00
629.04	8" x 12" Reducer	EA	1	$352.00	$352.00	$1,174.69	$1,174.69	$1,500.00	$1,500.00	$475.00	$475.00
629.05	12" 90° Bend	EA	1	$488.00	$488.00	$913.93	$913.93	$700.00	$700.00	$1,000.00	$1,000.00
629.06	12" Cap	EA	2	$575.00	$1,150.00	$433.75	$867.50	$250.00	$500.00	$1,285.00	$2,570.00
629.07	12" PVC Water Main	LF	30	$140.00	$4,200.00	$614.04	$18,421.20	$85.00	$2,550.00	$136.00	$4,080.00
629.08	Relocate Fire Hydrant	EA	1	$2,400.00	$2,400.00	$2,515.80	$2,515.80	$1,200.00	$1,200.00	$5,500.00	$5,500.00
629.09	Abandon Existing 12" Waterline	LF	22	$90.00	$1,980.00	$230.71	$5,075.62	$21.00	$462.00	$160.00	$3,520.00
630.01	18-inch PVC Sanitary Sewer Pipe	LF	1677	$136.00	$228,072.00	$200.42	$336,104.34	$185.00	$310,245.00	$310.00	$519,870.00
630.02	Construct 60" Sanitary Sewer T-Lock Lined MH	EA	10	$6,700.00	$67,000.00	$7,095.28	$70,952.80	$5,500.00	$55,000.00	$6,400.00	$64,000.00
630.03	6" Sewer Lateral	LF	88	$114.00	$10,032.00	$79.92	$7,032.96	$58.00	$5,104.00	$151.00	$13,288.00
630.04	8" Sewer Main Extension	LF	140	$96.00	$13,440.00	$81.04	$11,345.60	$62.00	$8,680.00	$145.00	$20,300.00
630.05	10" Sewer Main Extension	LF	80	$97.00	$7,760.00	$85.70	$6,856.00	$65.00	$5,200.00	$147.00	$11,760.00
630.06	Sewer Lateral Extension	LF	600	$45.00	$27,000.00	$103.72	$62,232.00	$56.00	$33,600.00	$162.00	$97,200.00
630.07	Abandon Existing 10" Sewer Pipe	LF	3398	$1.60	$5,436.80	$7.29	$24,771.42	$10.00	$33,980.00	$10.00	$33,980.00
630.08	Abandon Existing 48" Sewer Manhole	EA	4	$870.00	$3,480.00	$1,657.73	$6,630.92	$1,500.00	$6,000.00	$1,027.00	$4,108.00
630.09	Inside Drop Bowl	EA	9	$930.00	$8,370.00	$1,536.62	$13,829.58	$1,500.00	$13,500.00	$1,613.00	$14,517.00

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				Wells Cargo, Inc.		Capriati Construction Corp.		JNJ Engineering Construction, Inc.		Tab Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
630.10	Remove/Replace Existing 48" Sewer Manhole	EA	1	$6,400.00	$6,400.00	$1,340.50	$1,340.50	$3,500.00	$3,500.00	$4,318.00	$4,318.00
630.11	18-inch C900 Sanitary Sewer Pipe	LF	40	$182.00	$7,280.00	$212.00	$8,480.00	$195.00	$7,800.00	$350.00	$14,000.00
633.01	Blue Reflective Raised Marker	EA	3	$11.00	$33.00	$3.18	$9.54	$15.00	$45.00	$10.00	$30.00
637.01	Dust Control	LS	1	$34,500.00	$34,500.00	$155,144.44	$155,144.44	$25,000.00	$25,000.00	$91,340.00	$91,340.00
637.02	NPDES Discharge Permit	LS	1	$15,400.00	$15,400.00	$40,964.76	$40,964.76	$15,000.00	$15,000.00	$1,500.00	$1,500.00
	Total Base Bid Amount				$2,094,357.62		**$2,315,814.84**		**$2,420,350.90**		$2,431,413.00
							Corrected Total		**Corrected Total**		
	Engineer's Estimate: $3,300,000.00										
	Responsive Bidder										
	Responsible Bidder										

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Stewart Avenue Sewer and Pavement Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Spirit Underground, LLC		Richardson Construction, Inc.		Contri Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	Owner Caused Delay Allowance	DAY	15	$250.00	$3,750.00	$250.00	$3,750.00	$250.00	$3,750.00	$250.00	$3,750.00
109.02	Owner Caused Delay Allowance in Addition to Allowance	DAY	15	$50.00	$750.00	$5,000.00	$75,000.00	$1,000.00	$15,000.00	$250.00	$3,750.00
200.01	Mobilization and Demobilization	LS	1	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00	$158,000.00
202.01	Remove Asphalt Pavement	SY	11124	$3.00	$33,372.00	$3.60	$40,046.40	$3.76	$41,826.24	$4.00	$44,496.00
202.02	Remove Sidewalk	SF	12705	$0.60	$7,623.00	$1.80	$22,869.00	$1.19	$15,118.95	$1.00	$12,705.00
202.03	Remove Curb and Gutter	LF	1220	$3.00	$3,660.00	$4.60	$5,612.00	$8.63	$10,528.60	$2.00	$2,440.00
202.04	Remove Existing 48" Manhole	EA	12	$1,680.00	$20,160.00	$1,216.00	$14,592.00	$1,081.50	$12,978.00	$4,759.00	$57,108.00
202.05	Remove Concrete Valley Gutter	SF	1319	$5.00	$6,595.00	$3.80	$5,012.20	$2.65	$3,495.35	$3.00	$3,957.00
202.06	Remove Streetlight and Foundation	EA	9	$620.00	$5,580.00	$390.00	$3,510.00	$721.00	$6,489.00	$681.00	$6,129.00
202.07	Remove Drop Inlet	EA	1	$2,016.00	$2,016.00	$2,548.00	$2,548.00	$1,545.00	$1,545.00	$2,739.00	$2,739.00
202.08	Remove Existing Stone Pavers	SF	6380	$1.25	$7,975.00	$2.40	$15,312.00	$2.06	$13,142.80	$1.00	$6,380.00
203.01	Roadway Excavation	CY	2944	$38.50	$113,344.00	$20.00	$58,880.00	$25.57	$75,278.08	$58.00	$170,752.00
203.02	Over-Excavation	CY	1578	$37.50	$59,175.00	$68.00	$107,304.00	$16.36	$25,816.08	$52.00	$82,056.00
212.01	36" Box Tree in Tree Grate	EA	29	$681.00	$19,749.00	$688.00	$19,952.00	$687.01	$19,923.29	$650.00	$18,850.00
212.02	5' X 5' Tree Grate	EA	29	$1,816.00	$52,664.00	$1,060.00	$30,740.00	$927.00	$26,883.00	$1,800.00	$52,200.00
212.03	Electrical Conduit	LF	970	$5.25	$5,092.50	$1.00	$970.00	$5.15	$4,995.50	$6.00	$5,820.00
212.04	Pull box	EA	29	$116.00	$3,364.00	$93.00	$2,697.00	$113.30	$3,285.70	$127.00	$3,683.00
212.05	Rock Mulch (2" depth)	SF	936	$0.75	$702.00	$0.50	$468.00	$0.77	$720.72	$1.00	$936.00
212.06	Landscape Maintenance	MO	12	$1,050.00	$12,600.00	$212.00	$2,544.00	$118.45	$1,421.40	$1,155.00	$13,860.00

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Stewart Avenue Sewer and Pavement Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Spirit Underground, LLC		Richardson Construction, Inc.		Contri Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
212.07	Tree Guards	EA	29	$113.50	$3,291.50	$291.00	$8,439.00	$654.05	$18,967.45	$125.00	$3,625.00
212.08	Precast Concrete Bench	EA	3	$1,135.00	$3,405.00	$1,589.00	$4,767.00	$1,001.55	$3,004.65	$1,248.00	$3,744.00
212.09	Precast Concrete Trash Receptacle	EA	3	$908.00	$2,724.00	$530.00	$1,590.00	$757.71	$2,273.13	$998.00	$2,994.00
213.01	2" Sch. 40 PVC Mainline	LF	1300	$2.75	$3,575.00	$4.20	$5,460.00	$16.21	$21,073.00	$3.00	$3,900.00
213.02	2" Gate Valve	EA	2	$704.00	$1,408.00	$105.00	$210.00	$198.79	$397.58	$774.00	$1,548.00
213.03	Drip Valve Assembly	EA	2	$568.00	$1,136.00	$636.00	$1,272.00	$345.05	$690.10	$1,947.00	$3,894.00
213.04	End Flush Assembly	EA	4	$227.00	$908.00	$530.00	$2,120.00	$62.83	$251.32	$250.00	$1,000.00
213.05	Laterals and Emitters	LS	1	$1,703.00	$1,703.00	$530.00	$530.00	$12,791.57	$12,791.57	$1,872.00	$1,872.00
302.01	Type II Aggregate Base	CY	3989	$24.50	$97,730.50	$23.10	$92,145.90	$38.03	$151,701.67	$33.00	$131,637.00
302.02	Geogrid Fabric	SY	13828	$4.30	$59,460.40	$3.80	$52,546.40	$2.58	$35,676.24	$5.00	$69,140.00
402.01	Plantmix Bituminous Surface (6-inch)	SY	11833	$17.50	$207,077.50	$21.80	$257,959.40	$23.69	$280,323.77	$23.00	$272,159.00
403-2.01	UTACS (3/4-inch)	SY	11833	$8.75	$103,538.75	$8.60	$101,763.80	$8.34	$98,687.22	$12.00	$141,996.00
502.01	Bus Turn Out	EA	1	$24,000.00	$24,000.00	$13,663.00	$13,663.00	$23,934.00	$23,934.00	$19,688.00	$19,688.00
502.02	Pedestrian Median Island	SF	570	$26.50	$15,105.00	$6.50	$3,705.00	$14.31	$8,156.70	$14.00	$7,980.00
502.03	Remove and Replace Roadway Island	LF	50	$117.00	$5,850.00	$114.30	$5,715.00	$46.75	$2,337.50	$60.00	$3,000.00
609.01	Adjust Exist. Storm Drain Manhole Frame/Cover	EA	4	$945.00	$3,780.00	$750.00	$3,000.00	$566.50	$2,266.00	$410.00	$1,640.00
609.02	CM2 Drop inlet	EA	1	$6,973.00	$6,973.00	$7,716.00	$7,716.00	$8,604.99	$8,604.99	$6,204.00	$6,204.00
613.01	Concrete Valley Gutter	SF	480	$24.00	$11,520.00	$9.10	$4,368.00	$15.71	$7,540.80	$15.00	$7,200.00
613.02	Replace Existing Driveway	SF	2294	$12.00	$27,528.00	$7.20	$16,516.80	$12.95	$29,707.30	$8.00	$18,352.00

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ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Spirit Underground, LLC		Richardson Construction, Inc.		Contri Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.03	Type "L"Curb & Gutter	LF	1519	$19.00	$28,861.00	$14.20	$21,569.80	$28.72	$43,625.68	$19.00	$28,861.00
613.04	Integral Color Concrete Sidewalk	SF	8750	$8.45	$73,937.50	$6.30	$55,125.00	$6.42	$56,175.00	$8.00	$70,000.00
613.05	City Pavers at Sidewalk Ramp	SF	720	$27.50	$19,800.00	$8.00	$5,760.00	$12.57	$9,050.40	$12.00	$8,640.00
613.06	6" X 12" Plain Color Concrete Banding	LF	370	$15.00	$5,550.00	$11.20	$4,144.00	$20.09	$7,433.30	$6.00	$2,220.00
613.07	Thickened Edge at Tree Grate	LF	375	$9.00	$3,375.00	$15.70	$5,887.50	$27.94	$10,477.50	$33.00	$12,375.00
613.08	6" Thick Integral Color Driveway	SF	1104	$15.65	$17,277.60	$5.70	$6,292.80	$16.15	$17,829.60	$11.00	$12,144.00
613.09	6" X 24" Plain Color Band at Driveway	LF	240	$24.00	$5,760.00	$20.40	$4,896.00	$21.79	$5,229.60	$23.00	$5,520.00
613.10	Tactile Warning Strips	EA	2	$500.00	$1,000.00	$261.00	$522.00	$478.95	$957.90	$2,208.00	$4,416.00
613.11	Handicap Ramp Case I	EA	1	$1,175.00	$1,175.00	$2,275.00	$2,275.00	$983.65	$983.65	$2,810.00	$2,810.00
613.12	Handicap Ramp Case II	EA	6	$925.00	$5,550.00	$2,274.00	$13,644.00	$1,174.20	$7,045.20	$3,030.00	$18,180.00
613.13	Handicap Ramp Case II (Downtown Centennial)	EA	15	$1,200.00	$18,000.00	$2,274.00	$34,110.00	$2,559.55	$38,393.25	$2,211.00	$33,165.00
622.01	Construction Surveying	LS	1	$67,806.85	$67,806.85	$14,017.00	$14,017.00	$21,825.70	$21,825.70	$12,931.00	$12,931.00
623.01	Type 100 Pull Box	EA	3	$4,268.00	$12,804.00	$1,583.00	$4,749.00	$4,186.95	$12,560.85	$4,693.00	$14,079.00
623.02	# 5 Pull Box	EA	5	$278.00	$1,390.00	$361.00	$1,805.00	$272.95	$1,364.75	$306.00	$1,530.00
623.03	# 7 Pull Box	EA	5	$394.00	$1,970.00	$536.00	$2,680.00	$386.25	$1,931.25	$433.00	$2,165.00
623.04	# 3.5 Pull Box	EA	6	$226.00	$1,356.00	$191.00	$1,146.00	$221.45	$1,328.70	$248.00	$1,488.00
623.05	P30 Pull Box	EA	5	$370.00	$1,850.00	$425.00	$2,125.00	$362.56	$1,812.80	$406.00	$2,030.00
623.06	3" Traffic Signal Conduit	LF	690	$20.00	$13,800.00	$3.00	$2,070.00	$19.57	$13,503.30	$22.00	$15,180.00
623.07	3" Interconnect Conduit	LF	91	$15.00	$1,365.00	$40.00	$3,640.00	$14.42	$1,312.22	$16.00	$1,456.00

Bid Abstract
10.1730.09-LED
Stewart Avenue Sewer and Pavement Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Spirit Underground, LLC		Richardson Construction, Inc.		Contri Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.08	4" Interconnect Conduit	LF	3660	$7.50	$27,450.00	$7.00	$25,620.00	$7.21	$26,388.60	$8.00	$29,280.00
623.09	Preformed Loop Detector	EA	20	$599.00	$11,980.00	$525.00	$10,500.00	$587.10	$11,742.00	$658.00	$13,160.00
623.10	Traffic Signal Interconnect Cable	LF	1680	$3.00	$5,040.00	$1.60	$2,688.00	$2.83	$4,754.40	$3.00	$5,040.00
623.11	Traffic Signal Modifications (Stewart/Main)	LS	1	$39,000.00	$39,000.00	$45,000.00	$45,000.00	$38,419.00	$38,419.00	$43,066.00	$43,066.00
623.12	250W Streetlight	EA	6	$6,011.00	$36,066.00	$5,300.00	$31,800.00	$5,896.75	$35,380.50	$6,610.00	$39,660.00
623.13	250W Streetlight With King (205-Marquis) Luminaire	EA	2	$6,022.00	$12,044.00	$6,100.00	$12,200.00	$5,907.05	$11,814.10	$6,622.00	$13,244.00
623.14	Streetlight Conduit	LF	1570	$10.00	$15,700.00	$18.00	$28,260.00	$9.73	$15,276.10	$11.00	$17,270.00
624.01	Traffic Control and Maintenance	LS	1	$135,000.00	$135,000.00	$120,940.00	$120,940.00	$260,075.00	$260,075.00	$77,935.00	$77,935.00
625.01	Portable Changeable Message Sign	DAY	200	$85.00	$17,000.00	$80.00	$16,000.00	$77.25	$15,450.00	$79.00	$15,800.00
625.02	Arrow Display	DAY	600	$45.00	$27,000.00	$27.00	$16,200.00	$25.75	$15,450.00	$25.00	$15,000.00
627.01	Permanent Sign (Ground Mounted)	EA	13	$215.00	$2,795.00	$227.00	$2,951.00	$211.15	$2,744.95	$237.00	$3,081.00
627.02	Permanent Sign (Pole Mounted)	EA	9	$142.00	$1,278.00	$150.00	$1,350.00	$112.29	$1,010.61	$156.00	$1,404.00
628.01	Pavement Marking Film "ONLY"	EA	9	$116.00	$1,044.00	$122.00	$1,098.00	$113.30	$1,019.70	$127.00	$1,143.00
628.02	Pavement Marking Film (Arrows)	EA	18	$110.00	$1,980.00	$116.00	$2,088.00	$288.40	$5,191.20	$121.00	$2,178.00
628.03	Film (Crosswalk Striping, Stop Bar, Transition Line & Stripes)	SF	2412	$4.05	$9,768.60	$4.30	$10,371.60	$3.97	$9,575.64	$4.00	$9,648.00
628.04	Type 1 Centerline (Yellow)	LF	1256	$0.85	$1,067.60	$0.90	$1,130.40	$0.82	$1,029.92	$1.00	$1,256.00
628.05	Type 2 Centerline (Yellow)	LF	698	$0.65	$453.70	$0.70	$488.60	$0.62	$432.76	$1.00	$698.00
628.06	Type 4 Lane Line (White)	LF	2120	$0.40	$848.00	$0.40	$848.00	$0.36	$763.20	$1.00	$2,120.00
628.07	Storage Lane Line (8" White)	LF	422	$0.85	$358.70	$0.90	$379.80	$0.82	$346.04	$1.00	$422.00

Bid Abstract
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Stewart Avenue Sewer and Pavement Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Spirit Underground, LLC		Richardson Construction, Inc.		Contri Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.08	Type II Film Transition Section Line (24" White)	LF	180	$7.60	$1,368.00	$8.00	$1,440.00	$5.92	$1,065.60	$8.00	$1,440.00
629.01	Adjust Water Valve Box to Finished Grade	EA	28	$548.00	$15,344.00	$518.00	$14,504.00	$206.00	$5,768.00	$191.00	$5,348.00
629.02	8" Tapping Sleeve and Tapping Valve	EA	1	$8,700.00	$8,700.00	$5,341.00	$5,341.00	$4,583.50	$4,583.50	$4,524.00	$4,524.00
629.03	12" Tapping Sleeve and Tapping Valve	EA	1	$10,152.00	$10,152.00	$7,250.00	$7,250.00	$6,746.50	$6,746.50	$6,433.00	$6,433.00
629.04	8" x 12" Reducer	EA	1	$673.00	$673.00	$768.00	$768.00	$1,545.00	$1,545.00	$1,245.00	$1,245.00
629.05	12" 90° Bend	EA	1	$1,017.00	$1,017.00	$1,190.00	$1,190.00	$1,519.25	$1,519.25	$702.00	$702.00
629.06	12" Cap	EA	2	$958.00	$1,916.00	$2,482.00	$4,964.00	$566.50	$1,133.00	$583.00	$1,166.00
629.07	12" PVC Water Main	LF	30	$344.00	$10,320.00	$173.00	$5,190.00	$226.60	$6,798.00	$173.00	$5,190.00
629.08	Relocate Fire Hydrant	EA	1	$9,106.00	$9,106.00	$4,904.00	$4,904.00	$2,832.50	$2,832.50	$2,469.00	$2,469.00
629.09	Abandon Existing 12" Waterline	LF	22	$26.25	$577.50	$86.00	$1,892.00	$51.50	$1,133.00	$240.00	$5,280.00
630.01	18-inch PVC Sanitary Sewer Pipe	LF	1677	$207.00	$347,139.00	$424.00	$711,048.00	$270.89	$454,282.53	$335.00	$561,795.00
630.02	Construct 60" Sanitary Sewer T-Lock Lined MH	EA	10	$8,242.00	$82,420.00	$5,697.00	$56,970.00	$6,211.93	$62,119.30	$9,907.00	$99,070.00
630.03	6" Sewer Lateral	LF	88	$142.00	$12,496.00	$141.00	$12,408.00	$283.25	$24,926.00	$164.00	$14,432.00
630.04	8" Sewer Main Extension	LF	140	$140.00	$19,600.00	$450.00	$63,000.00	$206.00	$28,840.00	$231.00	$32,340.00
630.05	10" Sewer Main Extension	LF	80	$114.00	$9,120.00	$216.00	$17,280.00	$257.50	$20,600.00	$272.00	$21,760.00
630.06	Sewer Lateral Extension	LF	600	$142.00	$85,200.00	$129.00	$77,400.00	$267.80	$160,680.00	$230.00	$138,000.00
630.07	Abandon Existing 10" Sewer Pipe	LF	3398	$12.60	$42,814.80	$5.00	$16,990.00	$8.24	$27,999.52	$6.00	$20,388.00
630.08	Abandon Existing 48" Sewer Manhole	EA	4	$1,207.00	$4,828.00	$1,263.00	$5,052.00	$2,884.00	$11,536.00	$3,139.00	$12,556.00
630.09	Inside Drop Bowl	EA	9	$1,680.00	$15,120.00	$1,341.00	$12,069.00	$1,236.00	$11,124.00	$1,694.00	$15,246.00

Bid Abstract
10.1730.09-LED
Stewart Avenue Sewer and Pavement Rehabilitation

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corp.		Spirit Underground, LLC		Richardson Construction, Inc.		Contri Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
630.10	Remove/Replace Existing 48" Sewer Manhole	EA	1	$6,037.00	$6,037.00	$3,874.00	$3,874.00	$5,373.51	$5,373.51	$7,489.00	$7,489.00
630.11	18-inch C900 Sanitary Sewer Pipe	LF	40	$330.00	$13,200.00	$283.40	$11,336.00	$257.50	$10,300.00	$387.00	$15,480.00
633.01	Blue Reflective Raised Marker	EA	3	$105.00	$315.00	$5.60	$16.80	$14.42	$43.26	$11.00	$33.00
637.01	Dust Control	LS	1	$18,000.00	$18,000.00	$49,500.00	$49,500.00	$89,610.00	$89,610.00	$19,838.00	$19,838.00
637.02	NPDES Discharge Permit	LS	1	$3,150.00	$3,150.00	$5,390.00	$5,390.00	$24,720.00	$24,720.00	$12,701.00	$12,701.00
	Total Base Bid Amount				$2,444,000.00		$2,759,442.20		**$2,823,565.54**		$2,896,704.00
									Corrected Total		
	Engineer's Estimate: $3,300,000.00										
	Responsive Bidder										
	Responsible Bidder										

TO: Cheri Edelman .

Please review and approve recommended award to Western States Contracting

in the amount of $ 1,562,000.00 .

Purchasing & Contracts Representative — 1-14-10 Date

Using Department Authorized Rep Signature — 1/19/10 Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of award of Contract No. 090114-TB, Security System Integration Software and Service for the City of Las Vegas - Department of Detention and Enforcement - Award recommended to: M.C. DEAN, INC ($320,857 - Computer Services Internal Service Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $320,857
Funding Source: Computer Services ISF
Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:
The City of Las Vegas currently uses a failing and unsupported software system to regulate their door security. This contract will provide for the installation and integration of a new software system, as well as the support and maintenance. This recommendation is the result of a competitive Request for Proposals process.

PCC: T. Boyce
POC: Gregory C. Kempner - (540) 442-6270

RECOMMENDATION:
That City Council approve award of Contract No. 090114-TB, Security System Integration Software and Service to M.C. Dean, Inc. in the amount of $320,857. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 090114-TB

CONTRACT FOR INFORMATION TECHNOLOGY (IT) GENERAL ELECTRIC PROFICY iFIX SOFTWARE LICENSING and ASSOCIATED SERVICES FOR SECURITY SYSTEM INTEGRATION BY M.C. DEAN, INC.

THIS CONTRACT is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MC DEAN, INC. (hereinafter the "Company") having its principal office located at 1045-B South High Street, Harrisburg, Virginia, 22801.

SECTION A – Contract Form

The subject matter of this Contract is to provide the Software license and services, which include project planning, data collection, application development, testing, integration, acceptance testing, installation, final acceptance, implementation, training, and Support and Maintenance for General Electric Proficy iFIX Software and Security System Integration services provided by M.C. Dean, Inc.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Acceptance or Accepted"* means written notification by the City to the Company that the Deliverables received in their current form are satisfactory to the City according to the terms of the Contract.

(b) *"Acceptance Testing Period"* means the 90 days following completion of the installation and, if required, customization of the Software during which the City will formally test the Software to determine whether it performs according to the functional requirements.

(c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(d) *"City"* means the employees, agents, consultants, or contractors of the City of Las Vegas, or Facilities Managers, and Persons who need to use the Licensed Product(s) in the performance of their duties for the City and who are authorized and enabled by an Affiliate to access and utilize the Licensed Product(s).

(e) *"City Council"* means the governing body of the City of Las Vegas.

(f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(g) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(h) *"Concurrent User" means* number of users allowed to simultaneously access a system.

(i) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(j) *"Defect"* means (a) any bug error, contaminate, malfunction, omission or other defect in the Software caused by, arising from or emanating from the Software within reasonable control of the Company which produces results or actions other than those described in the Specifications and would otherwise render the Software in violation of the Contract; or (b) the media on which the Licensed Product(s) is delivered is damaged such that the software does not load properly, or (c) the Documentation contains gaps and/or erroneous information with regard to the Licensed Product(s).

(k) *"Deliverable"* means any report, Software, hardware, data, Documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(l) *"Development Services"* means the professional services required to design and develop a Software or integration solution for the City.

(m) *"Disaster"* means an unplanned interruption (a) in the City's processing services or (b) in telecommunications to or from one or more of the City's facilities due to a cause beyond the control of the City and which at the time of occurrence can be reasonably projected to last over four hours.

(n) *"Disaster Recovery Computer(s)"* means one or more computers which are not Licensed Computers and which the City has a right to use in the event of a Disaster.

(o) *"Documentation"* means explanatory information or materials concerning the Licensed Product, in printed or electronic format, which the Company will provide to the City in connection with the use of the Licensed Product, including, without limitation, specifications, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, contained on visual media such as paper or photographic film, or on other physical storage media in machine-readable form.

(p) *"Enterprise"* means the entire organization of the City and is inclusive of all systems and users. The City's Enterprise networking infrastructure involves a myriad of interfaces that integrate disparate computing and communications systems.

(q) *"Escrow Agent"* means the person or company with whom the Escrow Materials will be deposited and maintained.

(r) *"Escrow Materials"* means a current copy of the source code and all documentation for the Licensed Product(s) (including the deposit of each Update within thirty (30) days after release).

(s) *"Facilities Manager"* means one or more of any person in the business of providing computer facilities management and/or outsourcing services.

(t) *"Firm-Fixed Price"* means a firm price that is not subject to any adjustment on the basis of the company's cost experience in performing the Contract.

(u) *"Hardware"* means any central processing unit and/or the data processing equipment utilized by the City.

(v) *"Installation Costs"* means all costs including engineering, hardware, panel fabrication, installation and testing.

(w) "*Intellectual Property Rights"* means trade secret, copyright, patent, and all other intellectual property rights of the Company.

(x) *"License Fee(s)"* means the fee(s) charged by the Company to the City for the Licensed Product(s) and Documentation.

(y) *"Licensed Computer(s)"* means one or more of the computers located at any facility of the City.

(z) *"Licensed Product(s)"* means all computer programs or other electronically readable product, in machine readable, or object code, all documentation, all Software modifications, and all technical information provided to the City or created for the City pursuant to this Contract now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.

(aa)*"Licensed Site(s)"* means the City of Las Vegas, Las Vegas, Nevada site as designated by the City.

(bb) *"New Release(s)"* means an update of Licensed Product issued as a "New Release", which includes all Program Temporary Fixes (PTF), together with such other corrective updates and improvements to Licensed Product which the company may, in its discretion, develop and deem ready for distribution. A New Release is licensed to City's Licensed Site only under the same terms as the old release. A New Release will have a new number to the right of the decimal point in the product number. For example: a change of the product numbering from Version 2.2 to Version 2.3 would evidence a New Release.

(cc) *"New Version(s)"* means Software with an enhanced feature or performance characteristic that is identified by the numeral(s) to the left of the first decimal point, with the newer version having the larger numeral.

(dd) *"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.

(ee) *"Person(s)"* means one or more natural persons and/or legal entities.

(ff) *"Processing Services"* means the data processing services necessary for the City to conduct its business in the ordinary course. These data processing services include but are not limited to allowing the City and third parties (a) to use the Licensed Product(s), (b) to have access to the Licensed Product(s), and/or (c) benefit from the Licensed Product(s).

(gg) *"Program Temporary Fixes (PTF's)"* means a patch or corrective update of the Licensed Product which the company prepares on an interim basis to correct programming errors which prevent or obstruct normal operation of the Licensed Product in accordance with the applicable then-current Documentation. PTFs are licensed to City under the same terms as Licensed Product.

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

(ii) *"Proprietary Information"* means the Licensed Product and Documentation, any modifications, updates or enhancements, and the Company's written technical, business, financial or marketing information relating to inventions or products, research and development, production, manufacturing or engineering processes, costs, profit, or margin information, employee skills and salaries, finances, the City's marketing and production, know-how and data, whether written, oral or graphical, which may have been provided or may be provided by either party, (including any analysis, materials, product or conclusions drawn or derived therefrom) or which may be derived from or related to any visits by either party's personnel to the other party's locations or may be otherwise known to either party through its visits or contacts with the other party, and future business plans which are clearly marked as proprietary or confidential.

(jj) *"Software"* means the programs, routines, and symbolic languages that control the functioning of the Hardware and direct its operation, including, without limitation, computer software programs, Source Code, object code, executable code, or other program or code format whatsoever, whether now known or hereafter developed, existing on any storage media whether machine executable or human readable, printed or imprinted form, including, without limitation, modifications, enhancements, translations, updates and upgrades thereto.

(kk) *"Software Maintenance Fee"* means the cost of maintenance per user license.

(ll) *"Source Code"* means a series of machine instructions in human readable form from which an object code may be generated.

(mm) *"Source Code Escrow"* means an arrangement whereby certain content (including without limitation, the Source Code) is held in escrow by an escrow agent in accordance with certain provisions, including, without limitation, that such content shall be released to the City under the conditions set forth in the escrow agreement.

(nn) *"Specifications"* means the information which fully describes the capacity and functionality of the Licensed Product(s) as set forth in the Documentation, written proposals, if any, and any additional specifications as set forth in the Licensed Product schedule.

(oo) *"Support and Maintenance Program"* means the services addressing the repair and upkeep for continued optimum performance and functionality of the Software including, without limitation, the Company providing the City with all Updates, telephone support, and membership in the user groups for Licensed Products.

(pp) *"Training Services"* means those services provided by the Company at no charge that consists of instruction on functionality, utilization and operation of the Software.

(qq) *"Training Workbook"* means a workbook that provides a step-by-step guide to the material covered in training with picture examples of all screens and selection items.

(rr) *"Travel Expenses"* means authorized expenses associated with activities and duties required to provide services, such as air fare and per diem.

(ss) *"Updates"* means all updates, enhancements, modifications, alternations, improvements, corrections, revisions, releases, Program Temporary Fixes, upgrades, and New Versions issued and other changes to the Licensed Product(s) therefore, including but not limited to Updates made after the Award Date, which the Company generally makes available for the Licensed Product(s) at no additional license fee, provided the City has ordered technical support for such Licensed Product(s) for the relevant time period.

(tt) *"User"* means either (a) a natural Person, or (b) a computer application or process; either of which is authorized to access, use, and receive the benefit of the Licensed Product(s) pursuant to this Contract under the terms authorized in the Licensed Product(s) Schedule specified in Paragraph B-3 (Prices/Costs).

(uu) *"Version"* means the distribution of the Licensed Product(s) by the Company such that ongoing changes made to such Product are designated usually in the form of Updates.

(vv) *"Virus(es)"* means viruses, worms, Trojan horse, built-in, or use-driven destruction mechanisms and any injurious or damaging formulas, instructions or other materials.

B-2 Contract Type

The Contract type provides for the payment of a Firm-Fixed Price for Software and associated services. This is a Non-exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the amounts listed below.

Item No.	Description	Amount
1	Installation Cost	$261,223
2	SCADA Software	$ 59,634
	Total	$320,857

(b) **ANNUAL SOFTWARE SUPPORT AND MAINTENANCE PROGRAM (AS FURTHER DESCRIBED IN ATTACHMENT 2):** The Company shall provide the Support and Maintenance Program at no charge to the City during Software Acceptance Testing Period and the training and implementation period for each Licensed Product licensed hereunder. After Acceptance, the Company shall provide the Support and Maintenance Program for each Licensed Product during the initial 12 months at no additional charge. Following the no cost period, the City will pay the Company an annual amount of

$18,200.00 for annual Software Support and Maintenance Program (Attachment 1) for the licenses purchased in this Contract for as long as the City Project Manager deems necessary. This fee will be invoiced annually, approximately 45 days prior to the due date, beginning one year after Software Acceptance Testing Period, but limits the escalation of said fees to no more than 3% per year, or the most appropriate CPI/PPI index, whichever is less. Any escalation in fees must be requested in writing by the Company 60 days prior to the date the annual fees are due. This fee includes, but is not limited to telephone support, membership in the Company's user group, Program Temporary Fixes, New Releases and New Versions.

(h) **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, parking, and incidental expenses, will be paid at a per diem rate of $180.00 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. The Company shall coordinate all travel in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures.

B-4 Performance Period

This Contract commences from Award Date through December 31, 2010. The Support and Maintenance Program provisions of this Contract remain in effect for 24 hours per day, 7 days per week until the City terminates such services through written notification. Should the City later elect to reinstate the Support and Maintenance Program, the City may do so by paying the Company's then current reinstatement fees in effect at the time of the reinstatement. In no event will Support and Maintenance Program be a condition of any license granted hereunder and the availability of Support and Maintenance Program on each Licensed Product licensed hereunder shall be independent of the same services for any other Licensed Product.

B-5 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). 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) Receipts for airline tickets, and
(v) the associated purchase order number.

(b) 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

(c) 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."

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

SECTION C – Statement of Work

C-1 Scope of Services

(a) The Company shall provide systems wiring and low-voltage cabling to interface the replacement SCADA servers and clients with the existing field devices and security networks located at the City of Las Vegas Detention Center.

(b) The Company shall provide, install and program the following systems per Manufacturer's guidelines and codes described in these specifications:

(i) Door Control System: The 8 existing Rauland-Borg SecurePlex door control systems shall have TCP/IP -> RS-485 serial communication protocol converters installed to connect with. the security system network switch located in the same room with each SecurePlex system. .

(ii) Security System Integration Software: The 14 existing integration client workstations (OASIS) will be replaced with two (2) new City supplied, Dell servers and twelve (12) new City-supplied Dell workstations that shall have the Company's specified security system integration software installed. The new server and client workstations shall be configured for maximum system performance and shall have Microsoft Windows XP Professional as the installed operating system. The Company shall install Six (6) new RS-422 serial servers or converters to interface the existing Pelco 9760 CCTV system. The specified security system integration software shall be capable of all integration and control functions that are supported by the current system (OASIS). The new security integration software clients will be installed in parallel with the existing integration system (OASIS) while being programmed and tested. Once the new security system integration software is fully programmed and tested, existing security sub-system control shall be transferred to the new security system integration clients. Once the new system is fully operational, the existing system (OASIS) shall be removed and returned to the City.

(iii) Interface the existing Pelco 9760 CCTV system, the existing TOA Electronics IC-100 intercom system, the existing Rauland-Borg SecurePlex door control systems and the existing security system Ethernet network. Utilize existing raceways and 120VAC power systems as required.

(c) The Company shall be responsible for the removal of the existing OASIS security system integration system. System shall be removed after all the existing and upgraded sub-systems are transferred and connected to the new security integration software system. Removal shall follow a phased transfer plan prepared by the Company and approved by the City. All removed items shall be returned to the City.

(d) The Company shall be responsible for all cutting, patching and painting, restoration of finishes to match existing finishes, patching holes and other damages to walls/ceilings caused as a result of installation of new equipment or demolition of existing equipment.

(e) The Company shall ensure that all equipment, systems and materials furnished and installed under this section shall be installed in accordance with the following standards:

(i) National Fire Protection Association (NFPA)

(ii) Uniform Building Code

(iii) National Electric Code

(iv) Americans with Disabilities Act (ADA)

(v) Applicable EIA/TIA premise cabling codes.

(vi) All applicable State of Nevada codes.

(f) The Company shall provide the following hardware:

(i) RS-422 & RS-485 serial servers or converters: Company shall select hardware that introduces the least amount of latency to the security command and control functions of the system.

(g) The Company shall provide hardware that meets the following functional specifications: The security system integration software shall be capable of communication with and / or control of the following sub-systems:

(i) Multi-mode 62.5µ Fiber-optic Campus Network Backbone with ST Terminations: This backbone provides for an independent security network that is connected to gigabit Ethernet switches in each security equipment room.

(ii) Symmetricom SyncServer 300 Network Time Server: NTP server provides legally traceable time for systems on the security network. The NTP server is located in the UPS room of the Visitation building and is connected to the local Netgear security network switch.

(iii) TOA Electronics IC-100 Intercom System: This system is comprised of 5 IC-100 intercom "exchanges" that are hard wired together by copper twisted pair cables between the facility buildings. All intercom substations, master stations and paging amplifiers are connected to the 5 exchanges. The existing security system integration software (OASIS) interfaces with the IC-100 via RS-232 connection to exchange #5 through a single computer located in the UPS room of the Visitation building.

(iv) Pelco 9760 CCTV Matrix System: All facility CCTV cameras are connected to the Pelco matrix located in the UPS room of the Visitations building, either directly or via fiber optic media conversion. All cameras loop out from the matrix bays to Pelco DX8016 digital video recorders in the same location. The existing security system integration software (OASIS) interfaces with the 9760 matrix with 6 individual virtual keyboards via RS-422 serial protocol. The installation currently uses 3 different methods to achieve serial conversion; 2 workstations utilize a hardwired serial converter, 2 workstations use a USB to serial conversion and the other 2 workstation communicate by Lantronix network serial device servers. RS-422 devices utilized by the security system integration clients shall be standardized under this contract.

(v) Rauland-Borg SecurePlex Door Control System: There are 8 SecurePlex systems at the Detention facility, 1 system for each housing unit (1 through 7) and 1 additional system located in the Visitation building electric room. The SecurePlex systems control all of the facilities electrically operated doors, gates and alarm points. Current communication is via hardwired RS-485 serial converters connected to individual integration system workstations (OASIS), 1 in each housing unit (1 though 7) and 1 workstation in the Control Center. The Company shall upgrade all 8 SecurePlex units to Ethernet communications under this contract.

(vi) OASIS Security Integration Software and Workstations: There are 14 OASIS workstations, 1 in each housing unit (1 through 7), 5 in the Control Center (WS-2 through WS-6), 1 in the VDF rack located in the UPS room of the Visitation building and 1 located in building "F" for maintenance use. All workstations are connected to Netgear gigabit Ethernet switches located in the same building as each workstation. These 14 workstations shall be replaced by new City-supplied servers / workstations and returned to the City as specified under this Contract.

(h) The Company shall provide hardware that meets the following functional requirements:

(i) Each security integration Software workstation located in the housing units (1 through 7) shall only be capable of controlling the doors and lights inside of that unit. There shall be no functions programmed that would allow control of exterior doors or devices. There shall be no functions programmed for control of any part of the CCTV or intercom systems. Each workstation in the housing units shall have the capability of becoming totally disabled on command from any workstation located in the Control Center.

(ii) The security integration Software workstations located in the Control Center and Building "F" shall be capable of operating all devices programmed into the system including doors, gates, alarm points, intercoms and CCTV cameras. These workstations each have an existing CCTV "alarm" monitor and an intercom master station. System programming shall associate devices with CCTV cameras so that device state changes are observed on each "alarm" monitor (i.e. intercom substation call-in commands the CCTV switcher to display camera at gate on monitor). Associative programming of cameras shall be used for all doors, gates, intercoms and alarm points that have CCTV coverage.

(iii) Each electrified door, automatic gate, alarm sensor, CCTV camera and intercom shall be designated as a separate control point on the security system integration Software floor plan maps with a text descriptor. Each point shall change color when the state of that device changes. Locks shall be displayed in red when activated and change to a dark red if left unsecured. Alarm points shall be displayed in red and flash when activated and change to dark red when acknowledged. Privilege buttons and controls shall be displayed in yellow when the locks are in access mode (i.e. the privilege button is enabled and pushing the button will unlock the door) and in green when they are excluded. CCTV cameras shall be displayed in orange when a camera is selected either manually or by alarm. Intercom stations shall be displayed in blue when selected manually and shall flash when call in is received (alarm state). The status of every device on a given map or floor plan shall be indicated dynamically and refreshed instantaneously (locked / unlocked / alarmed / call-in / privilege on-off-excluded).

(iv) Locks shall be controlled (locked & unlocked) individually or in pre-programmed logical groups. Group access and group release functions shall be provided.

(v) An emergency override release function shall be provide to unlock doors in a programmed escape sequence from the Control Center in case of fire or other life safety emergencies.

(vi) The system shall be capable of logically interlocking doors (mantrap) at vestibules and sally ports through Software programming. The system shall also provide the capability of overriding interlocks on command from the Control Center workstations.

(vii) Individual cell doors have push buttons on each side of the door. These push buttons serve two purposes: first, when the privilege control (at the officer station) associated with that particular push button is not activated, the push button serves as a "call-in" button. When the privilege control is activated, the push button when pressed releases the door lock. The privilege function is controllable in separate groups of entry and exit (in & out) buttons, and also segregated by floors. Individual doors may be excluded from participation in the group functions, and individual doors may be granted privilege access without activating any group functions.

(viii) The security system integration Software shall be fail secure, such that no workstation or Software failure shall cause a secure device to change state.

(j) The Company shall supply cable Tags or markers: Self-adhering, machine printed vinyl tape markers as produced by Dymo or Brady or City approved equivalent. The cable markers shall be provided at the following: (i) a point within 6 inches upon entry at any panel, termination or splicing box and (ii) all wire leads within 2 inches from any terminal block.

(k) The Company will install all equipment and materials in accordance with the current recommendations of the manufacturer. The installation shall be accomplished by technicians skilled in this type of work. The drawings shall indicate the extent and the general location and arrangement of equipment, conduit, and wiring so it will be properly located and readily accessible for maintenance and operation. Work shall be performed in accordance with applicable requirements of facility wiring guidelines of National Electric Code.

(l) The Company shall be responsible for all programming of the security system integration Software, including system passwords, network configuration, operator levels and other general system management parameters. The Company shall coordinate programming issues with the City.

(m) The Company shall be responsible for the Acceptance Test Plan. The Acceptance Test Plan shall be prepared by the Company and approved by the City prior to commencement of acceptance testing. Acceptance testing shall be performed when the system is fully installed and operational. Tests shall be conducted in the presence of the City. The Company shall provide all personnel and equipment necessary to accomplish the test program. Upon successful completion of acceptance testing of the system, the Company and City shall sign the acceptance test form signifying system acceptance.

(n) The Company shall provide the training in the complete operation of the system. Training in the operation and maintenance of the security system integration software shall be provided by the Software manufacture's trainer / engineer. All training sessions shall be conducted on site at the Detention facility. Training schedules shall be coordinated with the City. All training materials are to be provided by the Company. Training shall be provided as follows:

(i) A minimum of three (3) City employees shall be trained in the complete installation, programming, operation, and maintenance and servicing of the installed systems. All system features, capabilities and diagnostic tools shall be covered in this session. This session shall consist of a minimum of twenty-four (24) hours of on-site training immediately prior to the installation start date. This session shall provide the knowledge required for the City's selected representative to work closely with the Company during the installation of the Software to customize the system to suit the City's needs.

(ii) When the new system is operational in the Control Center a minimum of two (2) and a maximum of four (4) Control Center Supervisors shall be trained, 1 or 2 at a time, during two (2) different shifts (day and swing). These training sessions shall include operator set-up and extensive explanations about system features, capabilities, operation and maintenance of the system. A minimum of two (2) and a maximum of four (4) sessions will be provided in a maximum 4-hour block of instruction, per session.

(iii) The Company shall provide two (2) group training sessions, four (4) hour maximum, to train all available Public Safety Technicians, Detention Sergeants and selected trainers on the new security system integration software. These training sessions shall include extensive explanations about system features, capabilities operation and maintenance of the system These sessions shall cover essentially the same topics covered during the Control Center Supervisor training, excluding the operator set-up and maintenance topics.

C-2 Cities Responsibilities

(a) The City will provide the electrical requirements. The majority of the raceway system and electrical power requirements are currently-existing; including uninterrupted power supply (UPS) conditioned 120VAC power. The City shall provide additional raceway and power requirements for this project, if required. The City shall coordinate with the Company for the timing of their installation.

(b) The City shall provide technical Support: The City will provide a full-time project representative during all on-site phases of the installation.

(c) The City will provide two (2) new servers and fourteen (14) new workstations with required peripherals, configured with the Microsoft Windows XP operating system as required.

C-3 Deliverables.

(a) The Company shall provide the City the following to review and approve according to the following schedule:

(i) Drawings: Shop drawings including point-to-point diagrams of all systems within twenty eight (28) days of contract award.

(ii) Project Schedule: The Company shall prepare and submit to the City a Project Schedule within fourteen (14) days of Contract Award. This plan is to detail the Company's intended schedule for work in each location on the site and is to identify each phase of the work as described in the following paragraphs. The Company shall coordinate with the City and revise the schedule as requested.

(iii) Record As-built drawings: Design drawings will be provided to the Company after award of Contract, on CD-R, in AutoCAD 2007 format. Upon completion of installation, the Company shall prepare as-built drawings of the system in AutoCAD 2007 format and submit them on CD-R diskette for approval prior to the system acceptance "walk through". These "as-built" drawings shall include floor plans with device locations, cable routing and quantities of each cable type installed, wire numbers as tagged, and updated point-to-point system wiring diagram of the system including actual device connections. These drawings shall also indicate any deviations from the original design document to indicate true "as-built" conditions.

(iv). Operations and Maintenance Manuals: Four (4) sets of manuals shall be provided explaining the programming, operation and maintenance of the systems. They must include sections explaining system.

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;

(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: M. C. Dean, Inc.
Robert A. Link
1045-B South High Street
Harrisonburg, Virginia 22801
Fax: (540) 442-1689

(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, change orders over $50,000, 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 Ray Christensen 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 change any material terms of the Contract.

(b) The Company designates Robert Link 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 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. All companies conducting business with the City must have a City of Las Vegas Business License.

D-4 Representations and Warranties

(a) *General Warranty.* The Company covenants, represents and warrants:

(i) that it has the authority to enter into this Contract and that it is not bound by any agreement, obligation or restriction, and will not assume any obligation or restriction or enter into any agreement, which would interfere with its obligations hereunder or the rights granted to the City hereunder;

(ii) that there are no rights outstanding which would diminish, encumber or impair the enjoyment or exercise of the rights granted to the City hereunder;

(iii) that each Licensed Product (including Updates made after the Award Date) shall operate in accordance with the Specification(s) published by the Manufacturer;

(iv) that the Company will procure all Licensed Product(s) in the name of the City;

(v) that there are no pending actions or proceedings in law or equity and no claims asserted in arbitration, in any other tribunal or otherwise that the Company believes will affect any right, title or interest granted to the City hereunder and that the Company is not aware of any unasserted claims of any third party affecting the same;

(vi) that the Licensed Product(s) does not infringe or otherwise violate any Intellectual Property Right or other right of any third party; and

(vii) that in developing and licensing the Updates and providing the Support and Maintenance Program, the Company will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party.

(b) *Operate According to Documentation.* The Company warrants and represents to the City that the Manufacturer Licensed Product(s) shall operate in accordance with the Documentation for the Performance Period, as specified in Paragraph B-4, and for all periods that the City is current with Support and Maintenance Program for all Licensed Sites which implement the Licensed Product.

(c) *Workmanship.* The Company represents and warrants all services performed under this Contract will be performed in a good and workmanlike manner.

(d) *Prior Installations.* The Company represents and warrants that the Licensed Product (in unmodified form) has been installed in a production capacity at other user sites.

(e) *Financial Capability.* The Company represents and warrants that it is financially capable of fulfilling all requirements of this Contract. The Company further represents and warrants that there are no legal proceedings against it that are likely to threaten performance of this contract, and that the Company is a validly organized entity with the ability to enter into the contract. Further, the Company is not aware, after diligent inquiry, of any prohibition contained in any Company loan, contract, financing arrangement, etc. from entering into this Contract.

(f) *Virus Free.* The Company covenants, agrees represents and warrants, to the best of its information, knowledge and belief, that when shipped to the City, the Licensed Product(s) and any Updates will be free of Viruses, and that it will test each element of the Updates prior to delivery to the City to endure to the best of its information, knowledge and belief that it is free of any Viruses. In the event the City notifies the Company that they have been informed of or have reason to believe that a Licensed Product has been affected by a Virus, the Company will promptly assist them in remedying the situation and will work continuously with them until the remedy is effectuated (The foregoing is referred to as "Virus Services").

(g) *Illicit (Harmful) Code.* The Company does not have access to the Licensed Product(s) source code; it believes that the Licensed Product(s):

(i) contains no hidden files;

(ii) does not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides;

(iii) does not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and

(iv) does not contain programs, subroutines, code, instructions, data, key, node lock, time-out, "back door", "trap door", "booby trap", "drop dead device", "data scrambling device", "worms", "date bombs", "time bombs" or other function, whether implemented by electronic, mechanical or other means, which is intended to cause the Licensed Product(s) to cease operating, or to damage, interrupt, interfere with, restrict use or access to any Licensed Product(s) under this Contract or any other software or data on such system or any other system with which it is capable of communicating or otherwise permit the unauthorized access to the City's systems or data (hereinafter "Illicit Code").

(h) For the avoidance of doubt, the provisions of this paragraph, shall apply to each delivery of the Licensed Product(s), in whole or in part, to the City including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Licensed Product. Provided and to the extent any Licensed Product has any of the foregoing attributes that were intentionally written into the Licensed Product(s), and notwithstanding anything elsewhere in this Contract to the contrary, the Company shall be in default of this Contract, and no cure period will apply. The Company agrees, in order to protect the City from damages which may be intentionally or unintentionally caused by the introduction of Illicit Code to the City's computer network, no software will be installed, executed, or copied on the City's equipment without the express approval of the City. The Company also acknowledges that it does not have any right to electronically repossess the Licensed Product(s). This provision does not relate to Viruses.

(i) *Illicit Code in Updates.* The Company does not have access to the Licensed Product(s) source code; to the best of its ability, it represents and warrants that if Illicit Code is installed in any Update, the Company will immediately provide the City with written notice of the installation of such Illicit Code. The Company represents and warrants that even if Illicit code is installed in any Update, the Company will never utilize the Illicit Code.

D-5 Grant of Rights

(a) *License(s).* The Company will procure all Licensed Product(s) in the name of the City. Each License provided will allow the installation on one (1) server or workstation and will fully detail the City's intellectual rights and ability to install, execute, use, have access to benefit from, copy, test, display and perform the Licensed Product(s) on any Hardware at the Licensed Site(s) and to make back-up and archival copies of the Licensed Product(s) to perform the Processing Services, in its normal course of business.

(b) *Processing Services.* The City, upon notice to the Company, can utilize a Facilities Manager to perform the Processing Services. No payment shall be due to Company in order to permit any Facilities Manager to perform the Processing Services for or on behalf of the City. Each Facilities Manager shall also have the right at no additional charge to perform the Processing Services on behalf of City on computers at its own facility under the rights to use granted in this Contract, provided that such Facilities Manager shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.

(c) *Third Party Service Provider Access.* Notwithstanding the confidentiality, non-disclosure and restriction of usage provisions contained in this Contract, the City may provide access to any Licensed Product(s) by its authorized consultants, agents, auditors, contractors, counsel and other representatives for the purpose of providing assistance (whether that be assistance be in the form of using, benefiting from and/or accessing the Licensed Product[s]) to the City in the ordinary course of the City's operations of the Licensed Product(s), provided that any such third party shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract, and no such third party shall be engaged in the business of providing data processing services under a facilities management, service bureau, outsourcing or similar arrangement.

(d) *Copy.* The Licensed Product(s) must not be copied or used, except as specified in the license terms obtained from the Manufacturer. The City agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Licensed Product(s), except to the extent required to obtain interoperability with other software utilized by the City. The City shall not acquire any rights, express or implied, in the Licensed Product(s) other than those obtained from the Manufacturer.

(e) *Merge.* The City shall have the right to merge the Licensed Product(s) with, and to use it in conjunction with, other software, programs, routines and subroutines developed or acquired by the City. The Company shall have no ownership interest in any other software, program, routine or subroutine owned or developed by the City or acquired by the City from a third party by virtue of its having been merged with or used in conjunction with any Licensed Product hereunder.

(f) *Use in the Normal Course of Business.* Any documents, forms, and/or spreadsheets that are generated from the utilization of the functionality of the Licensed Product(s) can be used by the City in its normal course of business, including but not limited to the City sharing such documents with its business partners and other third parties.

D-6 Delivery Method

(a) The City can elect one of the following acceptable delivery methods for each Licensed Product, which is specified in the applicable Licensed Product Schedule, as attached in Attachment 1:

(i) *Tangible Copy.* The Company shall provide the City with a tangible copy of each Licensed Product and a minimum of two copies per installation of the Documentation. The Company shall deliver the Licensed Product by the delivery date and method specified in the applicable

Licensed Product Schedule in Attachment 1. Failure to deliver the Licensed Product(s) by such date shall give the City the right to immediately terminate this Contract as to such Licensed Product(s), and to receive a complete refund of any and all fees paid to the Company, effective upon notice to the Company and without any right to cure. The Company also agrees to supply the City with a replacement copy of the Licensed Product(s) at no charge in the event of loss or damage to the copy originally delivered hereunder.

(ii) *Electronic Delivery.* The Company shall transfer electronically to the City copies of each Licensed Product and the Documentation, no later than the delivery date specified and in strict accordance with the delivery instructions set forth in the applicable Product Schedule in Attachment 1. Failure to electronically deliver the Licensed Product(s) by such date or in strict accordance with the delivery instructions will give the City the right to immediately terminate this Contract as to such Licensed Product(s). The Company understands that it will not leave tangible copies of the Licensed Product(s) or Documentation at the installation location, but will arrange for the electronic downloading of those items. The City may make multiple copies of the Licensed Product(s) or Documentation up to the number specified in the Product Schedule. The Company also agrees to replace the Licensed Product(s) as originally delivered hereunder, at no charge, in the event of loss or damage to the Licensed Product(s). If the Licensed Product(s) are delivered by this method, the Company and the City will execute a Certificate of Delivery and Installation after the delivery has been completed.

D-7 Acceptance of Software

(a) *Acceptance Testing Period.* Following the installation of each Licensed Product and completion of training of the City's personnel, the Company will have a 90 day Acceptance Testing Period to test the Licensed Product to determine its conformance to the applicable Specifications, and is capable of running on a repetitive basis on a variety of the City's actual data without Software failure.

(i) *Non-Acceptance.* At any time during the Acceptance Testing Period, the City may, at its option, give the Company notice of non-acceptance and thereafter return the Licensed Product(s) and Documentation to the Company, whereupon this Contract will terminate as to such Licensed Product(s) and the Company shall refund to the City all fees, if any, paid for such Licensed Product(s).

(ii) *Failures of Software.* Also during the Acceptance Testing Period, the City will notify the Company of any failure of the Software to operate as specified in the Documentation, or this Contract with respect to any material operational or functional capability or feature. When such notice is given, the Company shall have a maximum of 30 days, unless otherwise agreed to in writing, to correct the reported nonconformities, and the Software shall not be deemed Accepted unless and until the City states in writing that all such nonconformities have been corrected. If the Company has not corrected all such nonconformities within 45 days after the date the City first notified the Company of such nonconformity, the City shall have the right to terminate this Contract without further liability.

(iii) *Extension of Acceptance Testing Period.* In the event the Company agrees, at the City's request, to revise the Licensed Product(s) to correct a problem or deficiency identified by the City during the Acceptance Testing Period, the Company shall do so promptly, whereupon the City will have a additional, subsequent 30 day Acceptance Testing Period within which to test the Licensed Product(s).

(iv) *Use.* In no event shall any use of the Software during the Acceptance Testing Period constitute acceptance of the Software.

(b) *Acceptance.* At the end of the Acceptance Testing Period the City will notify the Company if the Software is Accepted.

D-8 Documentation

The Company shall provide to the City user manuals and installation manuals sufficient to allow the City to utilize fully the Licensed Product(s) in accordance with the descriptions on the capacity and functionality (Specifications) set forth in Documentation. This Documentation will include but not be limited to overview descriptions of all major functions, plus detailed step-by-step operating procedures for each screen and activity. This is in addition to any on-line help which is part of the Licensed Product(s) user interface. The Company shall deliver to the City upon execution of this Contract a hard copy of the Documentation and a CD Rom version, and shall revise such documentation as necessary to reflect any modifications made by the Company to the Licensed Product(s). The City can make copies of the hard Documentation and have unlimited use of the CD Rom. The City may incorporate the Documentation in works prepared for the City's business endeavors so long as the City includes all copyright, trademark and other notices of the Company in the same form as they appear on or in the Documentation. The Company warrants and represents that the Documentation and all modifications or amendments thereto and any other documentation which the Company is required to provide pursuant to this Contract shall be in accordance with the Documentation standards in the present Documentation. If any user manual or portion thereof is the Proprietary Information or Intellectual Property of any other party, the Company shall convey to the City the right (to the extent possible under law) to make whatever copies and use of the material the City deems necessary.

D-9 Advance Notification

The Company will provide the City with at least 30 days advance written notification of all new products, programs, releases, versions and/or Updates.

D-10 Support and Maintenance Program

The Company shall provide the technical support and maintenance for the Licensed Product(s) as further described in attached Attachment 2 'Support and Maintenance Program', unless the City declines the Support and Maintenance Program in writing and/or does not pay the annual Support and Maintenance Program fee.

D-11 Testing and Disaster Recovery

The City shall have the right to make copies of and install, execute, use, copy, test, display and perform any of the Licensed Product(s) on disaster recovery computer:

(a) for the duration of a disaster, and

(b) for the purpose of conducting testing of their disaster recovery plan procedures and effectiveness for a reasonable period. The Person that provides the testing and disaster recovery services shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.

D-12 Other Licenses [CAO-7/24/08]

The parties hereto acknowledge and agree on behalf of themselves and their successors and assigns that all license agreements relating to the Licensed Product(s) between the Company and/or it predecessors on the one hand and the City on the other hand shall be superseded by this Contract.

D-13 Survival

The following paragraphs of the Contract will survive termination or expiration of the License Agreement, no matter how the License Agreement is terminated:

D-1 Notices
D-4 Representations and Warranties
D-5(c) Third Party Service Provider Access
D-7 Source Code
D-10 Support and Maintenance Program
D-11 Testing and Disaster Recovery

D-13 Survival
E-3 Termination for Convenience
E-4 Termination for Cause
E-6 Indemnification
E-7 Assignment
E-9 Taxes/Compliance with Laws

D-15 Order of Precedence

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] R

(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 thirty (30) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) Termination of this Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the City's obligation to pay any fees that may be owed. The Company shall return to the City all payments previously received by it with respect to such Licensed Product. Upon termination, the City shall cease using, and shall upon Company's request, return at Company's expense or destroy, all copies of the applicable Licensed Product(s), except that the City may retain a single copy of the Licensed Product and User Documentation for archival purposes Upon Company's request, purge all copies of the applicable Licensed Product or any portion thereof from all computer systems and from any computer storage medium or device on which the City has placed or permitted others to place the Licensed Product, other than as necessary to retain a single copy of the Licensed Product and user Documentation for archival purposes. Notwithstanding the foregoing, the City shall not be obligated to retrieve any copy of the Licensed Product that resides on any backup media unless the retention period of such media is greater than 60 days and no attempt has been made to recover such copy therefrom for any purpose.

(h) If the Company terminates the license for any Licensed Product, the City will have a reasonable period from the receipt of Company's notice of termination to migrate from the Licensed Product to the software of another licensor. During this migration period, the City may continue using such Licensed Product and user Documentation subject to the terms and conditions of this Contract as necessary for migration.

E-5 Insurance[CAO-1/12/09] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) 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) 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, 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". Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or 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] R

(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.

(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] **R**

(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.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

  (i) Description of services to be performed.
  (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Licensed Product Schedule		1
Attachment 2	Support and Maintenance Agreement		4

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/15/10
Deputy City Attorney
Date

M.C. DEAN, INC.

ROBERT A. LINK, Division Manager

"Company"

ATTACHMENT 1 - LICENSED PRODUCT SCHEDULE

Licensed Product name, version and description	General Electric Proficy iFIX, version 3.5 or above Configurable Off-the-Shelf Graphical User Interface software – this software is configured by the Company to provide the system-specific functions described herein
Specified environment (i.e. NT, Windows, Unix, version no., etc.)	Operating System: Windows Hardware Platform: Dell
License type and number of licenses (i.e. server-based, CPU, site, user/seat-based, named, concurrent, etc.)	Type: Two (2) Redundant Server Licenses, Two (2) Redundancy Manager licenses, twelve (12) client station licenses
Product deliverable form	Executable Code: Included Source Code: NOT AVAILBLE
Installation date	TBA
Support and Maintenance Services (Acceptance Testing Period, Training and Implementation)	Included in initial price
Support and Maintenance Services (Initial Year)	Included in initial price
Support and Maintenance Services (Subsequent Years)	$ 2,000 per License per year
Delivery method	Tangible

ATTACHMENT 2 - SUPPORT AND MAINTENANCE PROGRAM

Support and Maintenance Program

(a) *City's option.* Support and Maintenance Program shall never be structured in a way that links usage or license rights granted herein to Support and Maintenance Program. Support and Maintenance Program is an option, to be acquired at sole option of the City. The City shall have the right to cancel Support and Maintenance Program at any time, at its option, during the term of the Contract. Cancellation of Support and Maintenance Program by the City will not in any way affect this Contract and the rights granted herein (including but not limited to its perpetual license right). The Company shall hereafter provide full Support and Maintenance Program to the City in connection with the Processing Services at the City's request, at the prices specified in B-3 (Prices/Costs).

(b) *Errors.* Among the Technical Support Services to be provided, the Company will employ its best efforts to cure any error which causes a Licensed Product to fail to operate in accordance with the response times identified below.

(c) *Support and Maintenance Program.* The Company shall provide Support and Maintenance Program to the City (including but not limited to response times, telephone support, e-mail support and speed of delivery, testing and installation of Updates) in the form of advice and counsel on the City's use of the Licensed Product(s). The Company shall provide telephone assistance as necessary to cause the Licensed Product(s) to (a) perform in accordance with its current Specifications. The Company shall employ its best efforts to correct or replace Licensed Product(s) and/or provide services necessary, and (b) to remedy any Defect which can be attributed to the Company and which affects use of the Licensed Product(s). Such correction, replacement or services shall be promptly accomplished after the City has identified and notified the Company by telephone of any such Defect. Telephone support will be provided from 9:00 a.m. to 5:00 p.m. (PT), exclusive of those holidays observed by the Company.

(i) Support will be provided to the City's support organization by role rather than by named individuals. Such support individuals ("Support Representatives") shall be shall be reasonably competent in the use and operation of the product.

(ii) The Support Representatives will act as primary interface to the Company for support purposes. The Company will make all commercially reasonable efforts to address the problem identified by the Support Representative.

(iii) The City's Support Representatives shall report errors and Defects to the Company Representative or his/her support specialist designee(s). For Severity Level 1 errors or Defects, City's Support Representatives shall, in addition to any notification by any other means, notify the Company by telephoning a support specialist. In the event the City cannot make contact with a the Company support specialist, the City shall continue its efforts to personally notify the Company by calling the following Company representatives in the order listed until a Company representative is contacted in person:

- Support Manager
- Consulting Project Manager
- Business Unit Manager
- Associate Legal Counsel
- Chief Financial Officer
- Chief Executive Officer

(iv) The City will make an initial nonbinding classification of each Defect in the Licensed Product(s) or associated Documentation and will report such error or Defect to the Company based on the criteria set forth below. In the event there is a dispute between the City and the Company regarding the classification of a Defect, which is not resolved within 24 hours after the report from the City, such dispute will be referred to each party's Director-level management for resolution. In the event such Directors cannot resolve the dispute within 24 hours from the referral of the dispute to them, the Company's Director shall escalate the dispute to the Company's Vice President with responsibility
over the operations. In the event the Company's Vice President cannot resolve the dispute within 24 hours, the dispute will ultimately be resolved by the Company's Chief Executive Officer.

(v) Electronic Access. The City agrees to provide the Company with "dumps" as requested and with reasonable support and test time on remote access to the City's computer system to duplicate the problem, certify that the problem is indeed with. The City authorizes the Company to certify that the problem has indeed been fixed.

(vi) The Company shall respond to the City's-initiated problems in accordance with the following – the City shall identify a problem as one of the following Severity Levels:

SEVERITY LEVEL CLASSIFICATION CRITERIA

Error Severity Level	Determination Criteria
Severity Level 1	*Fatal*: Errors that meet the following criteria: -Error that prevent all useful work from being done; -Material errors in essential functions for which no work around exists; -Errors that cause a loss of data; or -Any error that permits unauthorized access to personal information or any loss thereof.
Severity Level 2	*Severe Impact*: Errors that meet the following criteria: -Errors that disable essential functions but for which a work around exists; or -Errors that violate material Specifications.
Severity Level 3	*Non-critical*: Errors that disable only nonessential functions identified in the Documentation.
Severity Level 4	*Minimal Impact*: Non-critical problems generally categorized as an enhancement to be prioritized for inclusion in the next version of the Licensed Product.

The Company shall return calls within the time specified in the Licensed Product Maintenance Response Schedule below. Response time will be measured from the time the City requests support by one of the means set forth below.

LICENSED PRODUCT(S) MAINTENANCE RESPONSE SCHEDULE

Error Classification	1st Level Response	2nd Level Response	3rd Level Response
Severity Level 1	3 business hours	1 business day	Next Upgrade
Severity Level 2	8 business hours	3 business day	Next Upgrade
Severity Level 3	2 business days	To be scheduled	As appropriate
Severity Level 4	7 business days	To be scheduled	As appropriate

The Company shall respond according to the following level identification:

LEVEL IDENTIFICATION

Level Identification	Response
1st Level Response	Acknowledge receipt of Defect report.
2nd Level Response	Provision of patch, work around, temporary fix, or other temporary resolution of the Defect and documentation of corrections.
3rd Level Response	Official object code fix incorporated in the Upgrade of the Licensed Product or a code based work around (supported by maintenance) and reflected in the updated Documentation.
Severity Level 1 Error	Within the response time, the Company agrees to assign sufficient support personnel on a 16-hour per day basis to work on the Defect.
Severity Level 2 Error	Within the response time, the Company agrees to assign sufficient support personnel on an eight-hour per day basis to work on the Defect.
To be scheduled	Company should, combined with the City, address the Defect at the next scheduled project review meeting and in good faith agree on a suitable 2nd Level Response period.
As Appropriate	The Company and City will respond to Defect at the project review meetings.

(vii) The City should supply the Company with reproducible errors in order for the Response Schedule to apply. The manner in which the City reasonably presents to the Company the method or means to reproduce such a reported error shall be determined by the City. For non-reproducible errors, the Company will use reasonable efforts to investigate the error, but will not be bound by the above Licensed Product(s) Response Schedule. The City agrees to furnish the Company with all information and materials requested by the Company that are available and reasonably required for use in replicating, diagnosing and correcting a Licensed Product's problem reported by the City.

(viii) The Company will provide on-site support upon request from the City when 2nd Level Response times have been exceeded.

(d) *Updates.* The Company shall provide commercially available Updates to the Licensed Product(s) if and as required to cause it to operate under New Versions or New Releases of the City's operation system(s) as long as such Updates are technically feasible. In the event the City identifies a problem with a Licensed Product and the Company has corrected said problem in a later release of a Licensed Product, City agrees to install the newer release as a resolution to said problem, rather than asking the Company to retrofit the "fix" to an older release of the Licensed Product. The Company shall make available to the City any Updates that include equivalent or derivative version(s) of Licensed Product(s) if the Company develops and markets equivalent or derivative software products.

(e) *Alternative Support and Maintenance Program Levels.* In the event the Company generally offers alternative Support and Maintenance Program levels for Licensed Product(s) subject to this Contract, the City may, at no conversion charge, convert to an alternative Support and Maintenance Program level, at the City's option. The Company shall notify the City that alternative Support and Maintenance Program levels are available within 90 days of such new alternative. Any credit accruing to the City as a result of converting to an alternate Support and Maintenance Program plan will be applied against future payments due and owing for Support and Maintenance Program.

(f) *Version for another Operating System.* In the event the Company makes commercially available a version of the Licensed Product(s) that operates under an operating system different than the one originally purchased by the City, the City will have the right at any time to obtain a copy of such version on a 90 day trial basis. At the end of the trial period, the City may;

(i) retain and continue to use the Version of the Licensed Product licensed hereunder and return the trial Version to the Company, or

(ii) retain and use the trial Version in the same manner and to the same extent as the Version originally licensed hereunder, at no additional charge, provided the City returns the originally licensed Version to the Company, or

(iii) retain and use both Versions of the Licensed Product, provided the City pays the Company the applicable License Fee for the for the trial Version of the Licensed Product.

(g) *Other Software.* The Company will not be obligated to provide Support and Maintenance Program for any software other than the Licensed Product(s) delivered to the City. The Company will have no obligation to provide Support and Maintenance Program for Licensed Product(s) that have been customized for the City by any party other than the Company unless the City has obtained prior written acknowledgment form the Company of such modification. Notwithstanding the foregoing, Defect corrections will be provided for modified Licensed Product(s) in the event that the reported error is reproducible in the unmodified Version. In such event, the Company shall correct the Defect(s) in the unmodified Version and the City shall be responsible for the integration of the Defect correction(s) into the modified Version.

(h) *Suspension of Support and Maintenance Program Fees.* All Support and Maintenance Program fees shall be suspended if a nonconformance with applicable Specifications in a Licensed Product causes a delay of more than 30 days in the City's ability to use the Licensed Product in accordance with the Specifications or User Documentation. If the Support and Maintenance Program fees are paid in advance, then any period of suspension shall be result in an extension of the then applicable Support and Maintenance Program period, thereby extending the term thereof.

(i) *Non-Conformance to Representations and Warranties.* If the Licensed Product does not conform to the representations and warranties made by the Company in this Contract, or is otherwise defective, the Company shall correct the errors or nonconformities within ten days of notice from the City. If the Company does not remedy any and all Defects in a Licensed Product within such period, the City may elect to terminate this Contract as to such Licensed Product and any other Licensed Products dependent thereon, and the City will be entitled to return of the License Fees for all such Licensed Product(s). Upon return of the License Fee, the City shall return or destroy the Licensed Product(s) and this Contract will terminate as to such Licensed Product(s).

(j) *No Suspension of Support and Maintenance Program.* The City will hereafter upon its request, be absolutely entitled to receive Support and Maintenance Program from the Company, and Company shall hereafter be obligated to provide such Support and Maintenance Program until this Contract is terminated pursuant to Paragraph E-3 (Termination for Convenience) and E-4 (Termination for Cause) and/or until the dispute resolution procedure in Paragraph E-1 (Disputes) has been completed, notwithstanding any failure or alleged failure of the City to make payments due for support and Maintenance Program, or any breach or claimed breach by the City of any of its obligations under this Contract.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of award of Agreement No. 100130-TF, Professional Services Agreement for I-215 Beltway Trail Segments from Charleston Boulevard to Alexander Road - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP ($451,145.35 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $451,145.35
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Services to be provided include the design and preparation of contract drawings and special provisions for the construction of a regional trail between Charleston Boulevard and Alexander Road. Funding for this project is provided by the Southern Nevada Public Land Management Act (SNPLMA). This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Jack Sjostrom - (702) 789-2000

RECOMMENDATION:
That City Council approve award of Agreement No. 100130-TF, Professional Services Agreement for I-215 Beltway Trail Segments from Charleston Boulevard to Alexander Road to Parsons Transportation Group in the amount of $451,145.35. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 1000130-TF
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES AGREEMENT
FOR
I-215 BELTWAY TRAIL SEGMENTS
FROM CHARLESTON BOULEVARD TO ALEXANDER ROAD

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, and fax number is (702) 382-3232, and Parsons Transportation Group, (the "Consultant"), an Illinois Corporation, whose Washington DC address is 1133 15th Street NW, Washington DC, 20005 and whose local address is 6795 Edmond Street, Suite 150, Las Vegas, Nevada, 89118 and fax number is (702) 789-2001.

W I T N E S S E T H:

WHEREAS, the City intends to construct the I-215 Beltway Trail Segments from Charleston Boulevard to Alexander Road (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents or as determined in Exhibit C-1, Detailed Performance Schedule.

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager
Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

CONSULTANT

By_____
Raymond Herweg, P.E.

APPROVED AS TO FORM

John S. Ridilla 1/7/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE FORM

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for the I-215 Beltway Trail Segments from Charleston Boulevard to Alexander Road. The project entails construction of a regional trail between Charleston Boulevard and Alexander Road.

The project will include approximately 6 miles of trail improvements along I-215 from Charleston Boulevard to Alexander Road consisting of the following:

- Asphalt Trail
- Signage and Striping
- Trail Bridge at Far Hills Avenue with aesthetic treatments
- MSE Walls
- Retaining Walls
- Pedestrian Rail
- Other items as necessary to complete the trail and bridge design

100.2 Project Contact Information

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

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

100.3 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- City of Las Vegas Master Plan Transportation Trails Element (adopted January 16, 2002 Revised January 20, 2005)

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

100.4 Changes to Scope of Services

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

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

100.5 Responsibilities of the Consultant

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

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

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

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

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

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

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

100.5.8 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

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

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

100.5.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.5.12 Cost Estimates

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

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

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

100.5.13.1 Article 200 – Preliminary and General Items

100.5.13.2 Article 300 – Design Fundamentals

100.5.13.3 Article 400 – 90% Design Phase

100.5.13.4 Article 500 – 100% Design Phase

100.5.13.5 Article 600 – Bid Phase

100.5.13.6 Article 700 – Construction Phase

100.6 Responsibilities of the City

100.6.1 The City shall be responsible for the following:

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

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

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

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

100.6.2 The City's Review Process

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

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

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

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

ARTICLE 200: PRELIMINARY AND GENERAL ITEMS

200.1 Project Management

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

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

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

200.2 Kick-Off Meeting and Design Progress Meetings

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

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

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

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

200.3 Utility and Agency Coordination

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

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

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

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

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

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

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

200.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

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

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

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

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

200.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures

200.4 Project Permits

200.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

200.4.2 The following permits may be required for this project :

- NDOT Encroachment Permit
- Clark County Offsite Permit/Clark County Grading Permit/Right of Entry
- Easement Agreement between Clark County and CLV

200.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

200.4.4 Deliverables: Matrix of required permits; correspondence; preparation of permit applications.

ARTICLE 300: DESIGN FUNDAMENTALS

300.1 Survey

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

300.1.2 Design Survey. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial mapping. Specifically these tasks shall include, but are not limited to, the following:

- Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings
- Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, based upon a published City benchmark
- Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates
- Establish Project coordinate system
- All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)
- Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data along the storm drain facility alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street
- The Consultant will coordinate any required private property access with the City's Representative
- Survey will include full project network control
- Survey will include a full boundary survey and full office boundary resolution
- Record of Survey

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

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

300.2 Geotechnical Investigation – A geotechnical exploration report was completed in November 2005. This report was revised in August 2006. An Addendum to the Revised report will be completed for the entire trail and the bridge at Far Hills. The Consultant shall provide an addendum to the Geotechnical Exploration Report as detailed below:

It is anticipated that the geotechnical reports may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented
- Perform laboratory testing on samples
- Identify the corrosive characteristics of the soil
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring; Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels
- Provide recommendation and definition for suitable and unsuitable materials
- Make recommendations for the treatment and/or removal of unsuitable bearing soils
- Make recommendations for trench safety during excavation
- Make recommendations for trail pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement
- Provide boring logs of existing trail pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project
- Prepare a hydro-geological report in areas where shallow groundwater is discovered
- Provide slope stability analysis for Rainbow Detention basin and provide recommendations for slope treatment, maximum basin slopes, and embankment protection within the basin
- Make recommendation for trench patching, if required

300.2.1 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

300.2.3 Deliverables: The Consultant shall provide four bound copies of the Geotechnical Investigation Report.

300.3 Urban Design Enhancements.

300.3.1 The Consultant shall provide Urban Design Enhancements and associated services for the Regional Trail along the CC-215 Beltway from Charleston Boulevard to Alexander Road. Design enhancements are expected to be similar to the Native American rock art theme used on other bridges along the beltway within the Summerlin master planned community. Tasks shall include the following:

- Conceptual sketches in hand and/or CAD format. This may include design elements to be included in the concrete work of the structures as bridges, railings, retaining wall and abutments. Concepts may also include input on the aesthetic design of the bridge including recommendations on structure type and detailing. If requested color selection will be provided.
- Ground plan work such decorative rock mulches and landscaping treatments are not included in the scope of work.
- Presentation materials for the Regional Trail for this area will be prepared
- Construction documents for the agreed upon urban Enhancements will be prepared.

300.4 Right-of-Way

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

300.4.2 Based on the 90% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 90% design review, the City will work with the Consultant to finalize project right-of-way requirements.

300.4.3 Deliverables: 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

ARTICLE 400: 90% DESIGN PHASE

400.1 90% Design Phase Submittal

400.1.1 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto right-of-way/private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed AEP's. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

400.1.1.1 Deliverables: Submit five bound and one unbound full size sets (24" X 36"); six bound and one unbound half size sets (11" X 17") of the 90% Design Phase Plans to the City; Submit 90% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit two bound full size sets (24" X 36") to Clark County Public Works Design Engineering Division. Submit three bound full size sets (24" X 36") for Clark County Department of Development Services.

400.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
- RFCD
- SID (CLV)
- SID (other entity)
- SNPLMA
- CLV Sanitation
- LVVWD (and/or other utilities as applicable)
- CLV General Fund
- CLV Nominal Drainage
- NDOT (Stewardship, STP, Safety-LU, etc.)
- CMAC
- CDBG Funds

400.1.2.1 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

400.1.3 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

400.1.3.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two copies of the bound Special Provisions to Clark County Public Works Design Engineering Division. Submit three copies of the bound Special Provisions for Clark County Department of Development Services.

400.1.4 90% Walk Through - At the direction of the City, Consultant shall schedule a walk through of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

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

400.1.6 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

400.1.7 Far Hills Bridge Design. The Consultant shall provide design of the Far Hills Bridge as directed by the City and provide 90% design drawings, special provisions and cost estimate as outlined in 400.1.1, 400.1.2 and 400.1.3.

400.1.8 Wall Design Associated with the Far Hills Bridge. The Consultant shall provide design of the Wall associated with the Far Hills Bridge and provide 90% design drawings, special provisions and cost estimate as outlined in 400.1.1, 400.1.2 and 400.1.3.

400.1.9 Design for Utility Conflicts. Consultant shall provide additional design for utility conflicts as needed.

ARTICLE 500: 100% DESIGN PHASE

500.1 100% Design Phase Submittal

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

500.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight six bound one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five bound copies of the Special Provisions; 100% Pre-final Cost Estimate by funding source to the City; Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit two bound full size sets (24" X 36") to Clark County Public Works Design Engineering Division. Submit three bound full size sets (24" X 36") for Clark County Department of Development Services.

500.1.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two copies of final structural calculations to Clark County. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

500.1.2 100% Design Submittal – Far Hills Bridge

500.1.2.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight six bound one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five bound copies of the Special Provisions; 100% Pre-final Cost Estimate by funding source to the City; Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit two bound full size sets (24" X 36") to Clark County Public Works Design Engineering Division. Submit three bound full size sets (24" X 36") for Clark County Department of Development Services.

500.1.2.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two copies of final structural calculations to Clark County. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file

500.1.3 100% Design Submittal – Wall Design Associated with the Far Hills Bridge.

500.1.3.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight six bound one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five bound copies of the Special Provisions; 100% Pre-final Cost Estimate by funding source to the City; Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit two bound full size sets (24" X 36") to Clark County Public Works Design Engineering Division. Submit three bound full size sets (24" X 36") for Clark County Department of Development Services.

500.1.3.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two copies of final structural calculations to Clark County. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

500.1.4 Design for Utility Conflicts. Consultant shall provide additional design for utility conflicts as needed.

ARTICLE 600: BID PHASE

600.1 Pre-Bid Conference

600.1.1 The Consultant shall attend the pre-bid conference

600.2 Bid Requests and Responses

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

600.3 Bid Opening

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

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

ARTICLE 700: CONSTRUCTION PHASE

700.1 Pre-Construction Meeting

700.1.1 The Consultant shall attend the pre-construction meeting.

700.2 Submittal Review

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

700.3 Submittal Review – Far Hills Bridge and Wall

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

700.4 Construction Support Services

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

- Conduct Project Site Visits
- Review Submittals/Shop Drawings
- Respond to RFIs
- Provided Additional Design as needed
- Provide Additional Surveying as needed

700.5 Construction Support Services – Far Hills Bridge and Wall

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

- Conduct Project Site Visits
- Review Submittals/Shop Drawings
- Respond to RFIs
- Provided Additional Design as needed
- Provide Additional Surveying as needed

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT "C"
PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

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

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

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
BRIDGE DESIGN PHASE	60	
90% DESIGN PHASE	60	
PRE-FINAL DESIGN PHASE	30	
100% DESIGN PHASE	60	
BID PHASE	60	
CONSTRUCTION PHASE	270	Construction phase may be longer if Far Hills Bridge is included.
PROJECT CLOSEOUT	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**570**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

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

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT

1.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside Four Hundred Fifty-One Thousand, One Hundred Forty-Five dollars and Thirty-Five Cents ($451,145.35) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

1.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed Three Hundred Forty-Six Thousand, Seven Hundred Eighty-One dollars and Twenty-Five cents ($346,781.25) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

1.3 *Compensation: Additional Services.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed One Hundred Four Thousand, Three Hundred Sixty-Four dollars and Ten cents ($104,364.10) without the prior written approval of the City.

EXHIBIT "D"

FEE BREAKDOWN - CONTINUED

TASK	DESCRIPTION	Principal	PM	Engr 5	Engr 4	Engr 2	Tech 4	Tech 3	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$230.10	$171.10	$165.20	$129.80	$94.40	$112.10	$97.35	$59.00			
200	**PRELIMINARY AND GENERAL ITEMS**											
200.1T	Project Management	0	8	0	16	0	0	0	0	24	$0.00	$3,445.60
200.1.B	Project Management	0	8	0	16	0	0	0	0	24	$0.00	$3,445.60
200.2T	Kick-Off Meeting and Progress Meetings	0	24	0	24	0	0	0	0	48	$0.00	$7,221.60
200.2B	Kick-Off Meeting and Progress Meetings	0	24	0	24	0	0	0	0	48	$0.00	$7,221.60
200.3T	Utility and Agency Coordination	0	8	0	20	0	20	0	4	52	$0.00	$6,442.80
200.3B	Utility and Agency Coordination	0	8	0	20	0	20	0	4	52	$0.00	$6,442.80
200.4T	Project Permits	0	4	0	12	0	12	0	4	32	$8,000.00	$11,823.20
200.4B	Project Permits	0	4	0	12	0	12	0	4	32	$0.00	$3,823.20
200	**Subtotal Hours**	**0**	**88**	**0**	**144**	**0**	**64**	**0**	**16**	**312**		
200	**Subtotal Fee**	**$0.00**	**$15,056.80**	**$0.00**	**$18,691.20**	**$0.00**	**$7,174.40**	**$0.00**	**$944.00**		**$8,000.00**	**$49,866.40**
300	**DESIGN FUNDAMENTALS**											
300.1T	Survey	0	6	0	8	0	8	0	8	30	$61,640.00	$65,073.80
300.1B	Survey	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300.2T	Geotechnical Investigation	0	4	0	12	0	0	0	4	20	$1,775.00	$4,253.00
300.2B	Geotechnical Investigation	0	4	0	16	0	0	0	0	20	$0.00	$2,761.20
300.3T	Urban Design Enhancements	0	6	0	6	0	10	6	0	28	$12,760.00	$16,270.50
300.3B	Urban Design Enhancements	0	2	0	2	0	10	2	0	16	$0.00	$1,917.50
300.4T	Right-of-Way	0	2	0	4	0	8	0	0	14	$0.00	$1,758.20
300.4B	Right-of-Way	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300	**Subtotal Hours**	**0**	**24**	**0**	**48**	**0**	**36**	**8**	**12**	**128**		
300	**Subtotal Fee**	**$0.00**	**$4,106.40**	**$0.00**	**$6,230.40**	**$0.00**	**$4,035.60**	**$778.80**	**$708.00**		**$76,175.00**	**$92,034.20**

EXHIBIT "D"

FEE BREAKDOWN - CONTINUED

400	**90% DESIGN PHASE**											
400.1.1	90% Design Phase Plans	0	12	16	32	32	40	100	0	**232**	**$0.00**	**$26,089.80**
400.1.2	90% Design Phase Construction Cost Estimate	0	2	2	12	24	0	0	2	**42**	**$0.00**	**$4,613.80**
400.1.3	90% Design Phase Special Provisions	0	2	16	0	8	0	0	2	**28**	**$0.00**	**$3,858.60**
400.1.4	90% Walk Through	0	4	6	6	6	0	0	0	**22**	**$0.00**	**$3,020.80**
400.1.5	Bidability and Constructability	0	2	16	8	0	0	0	0	**26**	**$0.00**	**$4,023.80**
400.1.6	Permits	0	2	4	4	0	0	0	2	**12**	**$0.00**	**$1,640.20**
400.1.7B	Far Hills Bridge Design	0	0	32	65	49	0	168	0	**314**	**$0.00**	**$34,703.80**
400.1.8B	Wall Design Associated with the Far Hills Bridge	0	4	20	20	32	40	30	0	**146**	**$0.00**	**$17,009.70**
400.1.9B	Design for Utility Conflicts	0	6	6	10	10	30	30	0	**92**	**$0.00**	**$10,543.30**
400	**Subtotal Hours**	**0**	**34**	**118**	**157**	**161**	**110**	**328**	**6**	**914**		
400	**Subtotal Fee**	**$0.00**	**$5,817.40**	**$19,493.60**	**$20,378.60**	**$15,198.40**	**$12,331.00**	**$31,930.80**	**$354.00**		**$0.00**	**$105,503.80**
500	**100% DESIGN PHASE**											
500.1.1.1	100% Pre-Final (Bond) Submittal	0	6	20	40	4	40	8	4	**122**	**$0.00**	**$15,399.00**
500.1.1.2	100% Final (Mylar) Submittal	0	4	4	4	0	24	0	4	**40**	**$0.00**	**$4,790.80**
500.1.2	100% Design Submittal - Far Hills Bridge	0	6	12	12	4	40	4	2	**80**	**$0.00**	**$9,935.60**
500.1.3	100% Design Submittal - Wall Design Associated with the Far Hills Bridge	0	4	4	8	4	24	4	0	**48**	**$0.00**	**$5,841.00**
500.1.4	Design for Utility Conflicts	0	3	3	5	5	15	15	0	**46**	**$0.00**	**$5,271.65**
500	**Subtotal Hours**	**0**	**23**	**43**	**69**	**17**	**143**	**31**	**10**	**336**		
500	**Subtotal Fee**	**$0.00**	**$3,935.30**	**$7,103.60**	**$8,956.20**	**$1,604.80**	**$16,030.30**	**$3,017.85**	**$590.00**		**$0.00**	**$41,238.05**

EXHIBIT "D"

FEE BREAKDOWN - CONTINUED

600	**BID PHASE**											
600.1	Pre-Bid Conference	0	0	2	2	0	0	0	0	**4**	**$0.00**	**$590.00**
600.2	Bid Requests and Responses	0	0	4	0	8	0	0	4	**16**	**$720.00**	**$2,372.00**
600.3	Bid Opening	0	0	2	0	0	0	0	0	**2**	**$0.00**	**$330.40**
600	**Subtotal Hours**	**0**	**0**	**8**	**2**	**8**	**0**	**0**	**4**	**22**		
600	**Subtotal Fee**	**$0.00**	**$0.00**	**$1,321.60**	**$259.60**	**$755.20**	**$0.00**	**$0.00**	**$236.00**		**$720.00**	**$3,292.40**
700	**CONSTRUCTION PHASE**											
700.1	Pre-Construction Meeting	0	4	4	0	0	0	0	0	**8**	**$0.00**	**$1,345.20**
700.2	Submittal Review	0	0	24	20	24	24	0	0	**92**	**$0.00**	**$11,516.80**
700.3B	Submittal Review - Far Hills Bridge and Wall	0	0	44	60	24	64	0	8	**200**	**$0.00**	**$24,968.80**
700.4	Construction Support Services	0	0	0	60	0	16	0	0	**76**	**$0.00**	**$9,581.60**
700.5B	Construction Support Services - Far Hills Bridge and Wall	0	0	0	40	0	20	0	0	**60**	**$0.00**	**$7,434.00**
700	**Subtotal Hours**	**0**	**4**	**72**	**180**	**48**	**124**	**0**	**8**	**436**		
700	**Subtotal Fee**	**$0.00**	**$684.40**	**$11,894.40**	**$23,364.00**	**$4,531.20**	**$13,900.40**	**$0.00**	**$472.00**		**$0.00**	**$54,846.40**
	Total Basic Services Hours	**0**	**173**	**241**	**600**	**234**	**477**	**367**	**56**	**2,148**		
	Total Basic Services Fee	**$0.00**	**$29,600.30**	**$39,813.20**	**$77,880.00**	**$22,089.60**	**$53,471.70**	**$35,727.45**	**$3,304.00**		**$84,895.00**	**$346,781.25**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

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

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

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

1.2.2 **Far Hills Bridge Design** – As required by the City, Consultant shall perform additional design services required for the Far Hills Bridge.

1.2.3 **Design for Utility Conflicts** - As required by the City, Consultant shall perform additional design services required for the utility conflicts.

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

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

EXHIBIT "E"

ADDITIONAL SERVICES FEE BREAKDOWN - CONTINUED

DESCRIPTION	Principal	PM	Engr 5	Engr 4	Engr 2	Tech 4	Tech 3	Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
	$230.10	$171.10	$165.20	$129.80	$94.40	$112.10	$97.35	$59.00			
ADDITIONAL SERVICES											
Additional Design Services	0	80	40	40	40	100	40	20	**360**	**$5,000.00**	**$50,548.00**
Far Hills Bridge Design	0	25	15	15	15	30	40	8	**148**	**$0.00**	**$17,847.50**
Design for Utility Conflicts	0	6	6	10	10	30	30	0	**92**	**$0.00**	**$10,543.30**
Right-of-Way	0	9	4	3	0	10	0	10	**36**	**$5,000.00**	**$9,301.10**
Utility Potholing	0	10	5	4	4	20	4	1	**48**	**$10,000.00**	**$16,124.20**
Total Additional Services - Hours	**0**	**130**	**70**	**72**	**69**	**190**	**114**	**39**	**684**		
Total Additional Services - Fee	**$0.00**	**$22,243.00**	**$11,564.00**	**$9,345.60**	**$6,513.60**	**$21,299.00**	**$11,097.90**	**$2,301.00**		**$20,000.00**	**$104,364.10**

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

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

CONSULTANT'S PROJECT STAFF

Principal In Charge:	Gene Niemasz, P.E.
Project Manager:	Jack Sjostrom, P.E.

CONSULTANT'S SUB-CONSULTANTS

Survey	VTN Nevada
Geotechnical:	Owens Geotechnical
Landscaping:	Argonaut
Potholing:	VTN Nevada

END OF EXHIBIT "F"

EXHIBIT "G"

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	Parsons Transportation Group, Inc.
Address	6795 Edmond Street, Suite 150 Las Vegas, NV 89118
Telephone	702-789-2000
EIN or DUNS	36-0982270

Block 2 Description

Design of trail and bridge along I-215 Beltway

RFP #:

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Thomas E. Barron, President	100 M Street SE, Washington, DC	202-775-3320
2.	Garold B. Adams, Ex. Vice President, Global Business Development	100 M Street SE, Washington, DC	202-775-3452
3.	Earnest O. Robbins II, Ex. Vice President, Operations	100 M Street SE, Washington, DC	202-469-6461
4.	Lynn L. Schrier-Behler Sr. Vice President, Finance	100 M Street SE, Washington, DC	202-775-3313
5.	Richard L. Reddy Sr. Counsel	100 M Street SE, Washington, DC	202-775-3303
6.			
7.	"Parsons Transportation Group, Inc., is a wholly-owned subsidiary of Parsons Corporation (Pasadena, CA), which is a 100% employee-owned company. No Employee owns more than 1% of the company."		
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.

Raymond Kung
Name

12/07/09
Date

Subscribed and sworn to before me this 7th day of December, 2009.

Notary Public

VALERIE M. DEJOHNETTE
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 05-94302-1
MY APPT. EXP. DEC. 22, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:

Approval of an agreement to allocate $35,000 Community Development Block Grant (CDBG) funds as part of the Single Family Rehabilitation Program and a contract with Distinct Energy Performance for housing rehabilitation work at 624 Bedford Road. PROPERTY OWNER: Al Barschdorf - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $35,000
Funding Source: CDBG
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

Mr. Barschdorf and his wife earn $20,362 annually, which is less than the maximum allowable annual income of $41,850 for a two member household established by the U.S. Department of Housing and Urban Development (HUD). The Barschdorf's home is in need of a new electric service, new mechanical system, new dual pane windows, exterior wall insulation and stucco finish, a new WaterSense toilet, new WaterSense faucets; smoke detectors, ground fault circuit interrupters (GFCI's), arc fault circuit interrupters; exterior doors and hardware and interior paint.

RECOMMENDATION:

Staff recommends that the Council approve the Housing Rehabilitation Contract for this Single Family Residence and the Community Development Block Grant Deferred Loan Agreement and authorize the Mayor to execute the agreements required upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Community Development Block Grant Agreement Deferred Loan Agreement
2. Housing Rehabilitation Contract for Single Family Residence

COMMUNITY DEVELOPMENT BLOCK GRANT
DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this day of , 2010, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Al Barschdorf** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **624 Bedford Road, Las Vegas NV 89107** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

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

1. **Loan Commitment.** The City agrees to provide a deferred loan to the Owner in the amount of **Twenty-three Thousand Nine Hundred Ninety-two And 00/100 Dollars ($23,992.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the

City agrees to increase the amount of the CDBG Loan. If the City approves the increase, the original amount of the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.

b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.

c. To comply with the following restrictions for the Period of Compliance:

(i) The Property must be used as the Owner's principal home;

(ii) No temporary subleases of the Property are permitted;

(iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and

(iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars ($50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.

b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:	City of Las Vegas Attention: Director Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
OWNER:	**Al Barschdorf** **624 Bedford Road** **Las Vegas, NV 89107**

b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

e. **Entire Agreement.** This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the Sate of Nevada.

h. **Severability.** If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

j. **Assignment.** This agreement may not be assigned without the written consent of the City.

k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated

representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

l. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Al Barschdorf** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

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

Al Barschdorf

Al Barschdorf, Owner

CITY OF LAS VEGAS

By_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

Robert S. Taylorsin 1-11-10
Date

EXHIBIT "A"

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective March 2009)

FAMILY SIZE	INCOME NOT TO EXCEED
1	$36,600
2	41,850
3	47,050
4	52,300
5	56,500
6	60,650
7	64,850
8	60,050

U. S. Department of Housing & Urban Development (HUD) Income Limits (March 2008)

EXHIBIT "B"

LEGAL DESCRIPTION

City of Las Vegas
Clark County
State of Nevada

Hyde Park Sub #2, Plat Book 3 Page 75, Lot 205 Block 7

EXHIBIT "C"

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas
Neighborhood Services Department

ADDENDUM

THE CONTRACTOR IS HEREBY ORDERED TO MAKE THE FOLLOWING CHANGES TO THE WORK WRITE-UP AND SPECIFICATIONS FOR THE PROJECT LISTED BELOW:

Project Address

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107
File No.:
Release Date: December 10, 2009

Item Addendum

2 Demolition
Abandon the porch cover, complete, on the South side of the house and properly dispose of all materials.

Provide and install a new drip edge on the roof in this area.

4 Install H.V.A.C. Unit
Furnish and install a roof-mounted H.V.A.C. packaged unit. Installation shall include new metal stand, roof jack, painted condensation line and new programmable thermostat. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. Unit to be ENERGY STAR Rated 14 SEER. R/R ducting as required for proper operation of system which includes ensuring the air return and all ducting are properly sized and no leaks are present. All duct connections shall be sealed with mastic, no tape. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) A layout of mechanical equipment, air duct systems is required. Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 National Electric Code and 2006 Uniform Mechanical Code.

Size unit: 2.5 ton gas pack

Maintain existing ducting system for evaporative cooler usage only. Provide and install a new ducting system for operation with the new roof mounted packaged unit only. New ducting shall be flex or rigid, contain properly sized supply and return ducting and connect to all habitable rooms. Locate all new registers to provide maximum balancing and energy efficiency as possible. Provide and install all registers and operable vents per 2006 Universal Mechanical Code specifications. New system shall be engineered and an 8" X 11" drawing of the system shall be submitted to the City of Las Vegas Building and Safety Department for permit issuance. Provide and install additional supports on the rafters, if required, to secure the packaged unit.

7 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door, at specified location. Provide interior casing and exterior trim for finished look.

A solid core fiberglass door is acceptable in lieu of a solid core metal door.

15 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door with 1/2 crescent window at specified location. Provide interior casing and exterior trim for finished look.

A solid core fiberglass door is acceptable in liew of a metal door.

35 Install T/P Line
Furnish and install new T/P relief valve on water heater and run a 3/4" copper pipe to exterior of house, pointing downward.

Provide and install a new gas shut off valve on the water heater.

03 Exterior Wall Covering

House Exterior

37. 03.07 Exterior Insulation Finished System

Provide and install tongue and groove channeled exterior sheathing insulation board on the cement block exterior walls and eaves of the structure. Board shall be 2' X 8' X 2" in size; Contain an insulation R-value of 5 and have a minimum comprehensive strength of 15 lbs./sq. in. Insulation board must meet IBC/IRC requirements for foam plastic insulation. Refer to EST-2142, BOCA-ES RR 21-02, ICBO-ES ER-2257. Attach insulation boards to the block walls with a recommended manufacturer's adhesive. Install conventional styrofoam around the windows and doors as "popout features." Cover the insulation boards of the walls and styrofoam window and door popouts with a one coat lace finish texture stucco system. Owner to have choice of color.

Quantity: 1,000.00 SF $ _____

Exterior Wall Covering Subtotal $ _____

City of Las Vegas
Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 1/4/2010 **DATE BIDS RELEASED** 12/10/09

Project

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107
Phone: 702-878-0830

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid _____ Dollars: ($_____)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing and insurance. Completion of the project will require ____ calendar days. This proposal is valid for a period of 60 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information
Name: _____
Address: _____
City, St, Zip: _____
Phone: _____
State Contractors License Number: _____ Exp Date: _____

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. All work shall meet current codes. All bid submittals must be hand delivered or mailed. No faxed bids will be allowed. Contractor shall attend the bid walkthrough. Failure to attend the bid walkthrough will cause the contractor to becocme ineligible to submit a bid. As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature_____ Date_____

04 Paint

Bathroom 1

40. 04.02 Interior Paint

Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 40.00 SF $ _____

Paint Subtotal $ _____

07 Mechanical

Roof

3. 07.01 Removal - Heating/Cooling Unit
Remove and properly dispose of existing mechanical system. Abandon energy and water supply lines as needed. **Packaged unit only. Evaporative cooler stays.**

Quantity: 1.00 LS $ _____

4. 07.03 Install H.V.A.C. Unit
Furnish and install a roof-mounted H.V.A.C. packaged unit. Installation shall include new metal stand, roof jack, painted condensation line and new programmable thermostat. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. Unit to be ENERGY STAR Rated 14 SEER. R/R ducting as required for proper operation of system which includes ensuring the air return and all ducting are properly sized and no leaks are present. All duct connections shall be sealed with mastic, no tape. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) A layout of mechanical equipment, air duct systems is required. Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 National Electric Code and 2006 Uniform Mechanical Code.

Size unit: 2.5 ton gas pack

Quantity: 2.50 TON $ _____

Mechanical Subtotal $ _____

08 Plumbing

Utility Room

35. 08.07 Install T/P Line
Furnish and install new T/P relief valve on water heater and run a 3/4" copper pipe to exterior of house, pointing downward.

Quantity: 1.00 EA $ _____

Kitchen

26. 08.11 Kitchen Faucet - R/R
Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet with a maximum flow rate of 2.2 gallons per minute. WaterSense label shall remain on the faucet until the inspection has been completed.

Quantity: 1.00 EA $ _____

Bathroom 1

33. 08.16 Recoat Bathtub
Have existing bathtub re-coated by a licensed re-coating company. Provide ONE YEAR WARRANTY.

Quantity: 1.00 EA $ _____

25. 08.19 Toilet R/R
Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Caulk around base of toilet complete. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 1.00 EA $ _____

24. 08.23 Lav Faucet R/R
Provide new U.S. EPA Certified WaterSense single handle washerless lav faucet with a maximum flow of 1.5 gallons per minute, including pop-up and drain piece. WaterSense label shall remain on the faucet until the inspection has been completed.

Quantity: 1.00 EA $ _____

Plumbing Subtotal $ _____

09 Electrical

Utility Room

6. 09.01 R/R Service & Panel
Remove existing electrical service entrance and panel completely. Replace with new main circuit breaker type service in a rain-tight panel box. Surface mount in existing location, reconnect and label all circuits. Ensure that electric service is properly grounded. Install new driven ground rod if needed. Install new ground to cold side of water pipe, if required. All workmanship to meet 2005 N.E.C. standards. Contractor shall be responsible for any siding/stucco and painting repairs to the exterior of the structure as a result of the panel box change-out. Contractor shall responsible for performing the load calculations to determine the proper amperage of the new service. Load calculations shall be presented to the City of Las Vegas Building & Safety Department upon request for permit issuance. Contractor shall be responsible for ensuring the complete household electrical system operates properly. R/R for all required repairs.

Quantity: 1.00 EA $ _____

5. 09.22 Rewire Existing Wiring
Remove existing wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2005 National Electric Code. All exterior electrical wiring to be encased in conduit.

Quantity: 4.00 EA $ _____

Kitchen

36. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected.

Quantity: 1.00 EA $ _____

Hall

22. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

Bathroom 1

23. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected.

Quantity: 1.00 EA $ _____

Bedroom 1

27. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

28. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code.

Quantity: 1.00 EA $ _____

Bedroom 2

30. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ _____

31. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code.

Quantity: 1.00 EA $ _____

Electrical Subtotal $ _____

10 Windows

Living Room

14. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ _____

Kitchen

21. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ _____

Bathroom 1

38. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement window in existing window openings. Windows to have a minimum U-Value of .4. Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. All manufacturer's labels and adhesive are to be removed from the windows by the contractor. **Existing window is to remain. Install new window in the recessed area from the outside. New window will provide insulation value and allow the low sone exhaust fan to meet ventilation code requirements.**

Quantity: 1.00 EA $ _____

41. 10.02 Replace Bathroom Window

Maintain existing bathroom window and install a new vinyl clad, obscure glass replacement window on the exterior of the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary. **Complete finish according to specification #37 with popouts and stucco.**

Quantity: 1.00 EA $ _____

Bedroom 1

10 Windows continued...

29. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ _____

Bedroom 2

32. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ _____

Windows Subtotal $ _____

11 Doors

Living Room

7. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door, at specified location. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA $ _____

8. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.

Quantity: 1.00 EA $ _____

9. 11.06 Deadbolt R/R
Provide new deadbolt with a minimum throw distance of 1" on specified doors. Key alike to match entry doorknob.

Quantity: 1.00 EA $ _____

10. 11.07 Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.

Quantity: 1.00 EA $ _____

11. 11.08 Threshhold
Provide 2 piece threshhold on specified doors. Adjust for weatherproof fit.

Quantity: 1.00 EA $ _____

12. 11.09 Doorsweep
Provide door bottom sweep on specified door.

Quantity: 1.00 EA $ _____

13. 11.12 Security Peephole
Provide wide angle viewer peephole with a minimum 160 degree field of vision at height specified by owner.

Quantity: 1.00 EA $ _____

Kitchen

15. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door with 1/2 crescent window at specified location. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA $ _____

16. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.

Quantity: 1.00 EA $ _____

17. 11.06 Deadbolt R/R
Provide new deadbolt with a minimum throw distance of 1" on specified doors. Key alike to match entry doorknob.

Quantity: 1.00 EA $ _____

18. 11.07 Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.

Quantity: 1.00 EA $ _____

11 Doors continued...

19. 11.08 Threshhold
Provide 2 piece threshhold on specified doors. Adjust for weatherproof fit.

Quantity: 1.00 EA $ _____

20. 11.09 Doorsweep
Provide door bottom sweep on specified door.

Quantity: 1.00 EA $ _____

Doors Subtotal $ _____

13 Construction

House Exterior

2. 13.28 Demolition
Abandon the porch cover, complete, on the South side of the house and properly dispose of all materials.

Quantity: 1.00 EA $

Bathroom 1

39. 13.40 Abandon Existing Dropped Ceiling
Remove all components of the dropped ceiling and dispose of in a proper manner. Provide and install a new ceiling light fixture complete with florescent bulb. Paint the walls and ceiling in the affected area with a 10-year quality low volatile organic compound (VOC) paint.

Quantity: 1.00 EA $

Construction Subtotal $

19 Clean Up/Permits

1. 19.01 Permits/Plans
Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS $ _____

Clean Up/Permits Subtotal $ _____

Item	Addendum

37 Exterior Insulation Finished System

Provide and install tongue and groove channeled exterior sheathing insulation board on the cement block exterior walls and eaves of the structure. Board shall be 2' X 8' X 2" in size; Contain an insulation R-value of 5 and have a minimum comprehensive strength of 15 lbs./sq. in. Insulation board must meet IBC/IRC requirements for foam plastic insulation. Refer to EST-2142, BOCA-ES RR 21-02, ICBO-ES ER-2257. Attach insulation boards to the block walls with a recommended manufacturer's adhesive. Install conventional styrofoam around the windows and doors as "popout features." Cover the insulation boards of the walls and styrofoam window and door popouts with a one coat lace finish texture stucco system. Owner to have choice of color.

Owner and contractor to coordinate with the telephone and cable televesion companies to ensure all unused wiring/cabling is abandoned, and existing wiring/cabling on the exterior of the house is properly anchored on the outside of the new insualtion /stucco and/or eaves area. Insulation board shall be 1" thick rather than the originally specified 2" thickness. 1-1/2" self tapping screws with washers can be used as an additional fastener in addtion to the recommended manufacturer's adhesive, at the contractor's discretion.

THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

E Rule King

Housing Rehabilitation Specialist

December 23, 2009

Date

EXHIBIT "D"

APN: 139-31-311-031

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT T0:

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2010 Al Barschdorf, who resides at 624 Bedford Road, Las Vegas, NV 89107, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of 23,992.00 from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, five (5) years from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

incorporated document, and that the references to property, obligations and parties in the incorporated provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, Notice of Sale, or Notice of Lien given hereunder be mailed to the Trustor at the following address:

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust this _____ day of _____, 2010.

TRUSTOR:

BY:_____
Al Barschdorf

State of Nevada)
}SS
County of Clark)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that ___ executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Hyde Park Sub #2, Plat Book 3 Page 75, Lot 205 Block 7

HOUSING REHABILITATION CONTRACT FOR SINGLE FAMILY RESIDENCE

(CDBG Funded Contract)

This Housing Rehabilitation Contract (the "Contract") is made and entered into this day of , **2010**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, and **Distinct Energy Performance** (the "Contractor"), located at **2905 Lake East Drive #110, Las Vegas, NV 89117**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Community Development Block Grant Program (the "CDBG Program") under Title I of the Housing and Community Development Act of 1974, P. L. 93-383 as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the CDBG Program, has created the Single Family Residential Rehabilitation Program which utilizes CDBG funding to meet one (or more) of the three broad National Objectives of the CDBG Program, which is defined in 24 CFR Part 570.208 as follows:

1. To benefit low- and moderate-income persons,

2. To aid in the prevention or elimination of slum or blight,

3. To meet community development needs having a particular urgency;

WHEREAS, the City has entered into a deferred loan agreement with (the "Homeowner"), which will provide funds under the CDBG Program for the purpose of rehabilitating the Homeowner's residential home, and thereby helping the City to achieve one or more of the National Objectives of the CDBG Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the Homeowner who has qualified for funding under the Rehabilitation Program; and

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

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

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

SECTION 2. Project Site.

2.01 Location. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **624 , Bedford Road, Las Vegas, NV, 89107** (the "Project Site").

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

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

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

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

SECTION 3. Period of Performance. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance under this Contract, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **30** business days of the date of issuance of the Notice to Proceed, unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work.

SECTION 4. Compensation. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-three Thousand Eight Hundred Twenty-eight And 00/100 Dollars ($23,828.00)** (the "Contract Sum") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

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

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

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

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

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

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

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

SECTION 6. Changes in the Work.

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

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

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

SECTION 7 Insurance.

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

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

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

b. Comprehensive Automobile Liability

1.	Bodily Injury	$ 1,000,000	Each Person
		$ 2,000,000	Aggregate
2.	Property Damage	$ 500,000	Each Occurrence
		$ 500,000	Aggregate

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

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

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

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 9 Breach and Remedies. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work or (iv) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled at its option, to any or all of the following: 1. Terminate this Contract, and/or (2) Provide such labor, materials and equipment or perform such additional and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the deficiency, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 10 Termination for Convenience. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to

Section 12.08. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 11 Disputes. All claims, disputes and other matters in question arising out of, or relating to, this Subcontract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This Contract to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

SECTION 12 Miscellaneous Provisions.

12.01 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

12.02 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

12.03 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

12.04 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

12.05 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, or that is based thereon, the prevailing party shall be entitled to reasonable attorney's fees to be paid to the prevailing party which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

12.06 Residential Construction Recovery Fund. NRS 624.520 requires all contractors who engage in residential construction to provide the Homeowner(s) with the Residential Recovery Fund disclosure in writing. Payment may be available from the Recovery Fund if the home is damaged financially by a project performed on the Homeowner's residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state.

12.07 Disclosures. NRS 624.600 requires disclosures by the general building contractor. A general building contractor shall provide in writing to the Homeowner of a single-family residence where he has contracted to perform work:

a. The name, license number, business address and telephone number of:

(1) All subcontractors with whom he has contracted on the project; and

(2) All persons who furnish materials of the value of $500 or more to be used on the project.

b. A notice that a person described in subsection (a) may record a notice of lien upon the residence of the owner and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.

c. An informational form, whose contents must be prescribed by the Board, regarding:

(1) Contractors pursuant to chapter 624 of NRS; and

(2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

12.08 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City:
City of Las Vegas
Director of Neighborhood Services
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To the Contractor:
Distinct Energy Performance
2905 Lake East Drive #110
Las Vegas, NV 89117

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

CONTRACTOR

By: _____
Representative

Contractor Information:

Project Manager:	**Harvey W. Yeaton**
Address:	**2905 Lake East Drive #110**
	Las Vegas, NV 89117
Phone:	**702-228-2562**

NV CONTRACTOR License Number: **58669**

Approved as to form:

_____
Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval to allocate $100,000 in Community Development Block Grant (CDBG) funds for demolition of the old Stupak Community Center for future development of a new neighborhood park located at 300 West Boston Avenue – Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: CDBG
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
On January 4, 2010, the City of Las Vegas held the grand opening of the newly constructed Stupak Community Center. In a continuous effort to improve the Gateway District, the City has secured CDBG funds to demolish the old community center to make way for a new neighborhood park.

RECOMMENDATION:
Staff recommends that the City Council approve the use of CDBG funds for the demolition project and authorize the Mayor to execute all related Agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Understanding (MOU) between the City of Las Vegas and the Nevada State Historic Preservation Office (SHPO) for City administration of the Energy Efficiency Community Block Grant (EECBG) under the American Recovery and Reinvestment Act – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
In order to lift special terms and conditions imposed by the U.S. Department of Energy (DOE) on all EECBG grantees regarding grant activities that could impact historic properties, DOE requires the City to consult with the SHPO in order to be in compliance with the National Historic Preservation Act. Approval of this MOU will require the City to administer EECBG grant activities in accordance with relevant regulations affecting historic preservation and will satisfy the special condition with the DOE.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and the Nevada State Historic Preservation Office, an agency of the State of Nevada ("Nevada SHPO"). The City and Nevada SHPO are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties desire to enter this MOU to set forth procedures for administration of the program relevant to regulations affecting historic preservation; and

WHEREAS, the City proposes to administer and fund projects and programs in the City with funds from the U.S. Department of Energy ("DOE") under the American Recovery and Reinvestment Act of 2009 ("ARRA"). The DOE funds are subject to Section 106 of the National Historic Preservation Act (16 U.S.C. & 470f) (hereinafter collectively referred to as the "Programs"), and

WHEREAS, the DOE requires grantees to consult with the Nevada SHPO to assist in identifying sites of historic significance and effects of new construction, acquisition and rehabilitation activities upon potential historic sites, and

WHEREAS, the City has determined that there may be projects that are administered and funded under the Programs which may have an effect on properties included in, or eligible for inclusion, in the National Register of Historic Places ("Historic Properties") and has, in making this determination, consulted with the Nevada SHPO.

NOW THEREFORE, it is mutually agreed that in order to satisfy the City's responsibilities under Section 106 of the National Historic Preservation Act, the City will administer each of the Programs in accordance with the following provisions and stipulations and take into account the effect that grant purchases, new construction, acquisition and rehabilitation activities may have on Historic Properties or potentially Historic Properties located within the City of Las Vegas, Nevada.

DEFINITIONS

I. **Area of Potential Effect**. For purposes of this Agreement, the Area of Potential Effect ("APE") will be limited to the individual building when a proposed project involves the acquisition of real property and/or rehabilitation of its existing interior or exterior features.

AGREEMENT

I. Identifying Historic Properties

A. City staff, or other persons/agencies designated with the responsibility of conducting environmental reviews on behalf of the City, will determine the age of all properties eligible for rehabilitation by consulting appropriate public documents such as documents on file with the Clark County Assessor's Office, Clark County, Nevada. In addition, due to its designation as a

Certified Local Unit of Government, the City will also consult with the City's employee designated to be the certifying Historic Preservation Officer ("HPO") for the City.

B. If public records indicate that a property which is to be acquired or rehabilitated by the City is less than fifty (50) years of age, and it does not appear to be of extraordinary historic or architectural importance, no further consultation with Nevada SHPO is required and the project may proceed as determined by the City's or other designated entity.

C. If public records indicate that a property which is to be acquired or rehabilitated by the City is fifty (50) years of age or older, it must be evaluated for potential historic or architectural significance by the HPO, or a consultant meeting the Secretary of Interior's Professional Qualification Standards per 36 CFR 800 ("Qualified Designee"), unless the property is exempt from further consultation with the Nevada SHPO as specified in Section II, below.

D. If the HPO or qualified designee and the City determine that the property is eligible for inclusion in the National Register, the HPO or Qualified Designee will apply the seven aspects of integrity to determine whether or not the property retains sufficient integrity for listing in the National Register. If the HPO or Qualified Designee determines that a property lacks integrity, the property will not be considered eligible for inclusion in the National Register of Historic Places and the property will be exempt from further consultation.

E. If the project affecting a property fifty (50) years of age or older is not exempt as provided from further consultation with Nevada SHPO, and it maintains integrity as determined by the HPO or its qualified designee, the following documentation shall be submitted to the Nevada SHPO for review, after the City has consulted with the HPO or Qualified Designee and received his/her comments:

1. Age of the property as listed on the Clark County Assessor Records and Maps at the following website: http://www.co.clark.nv.us/assessor/disclaim.htm
2. Original or digital photograph(s) of the property showing all four elevations or as many sides as possible.
3. Map indicating property location.
4. Brief description of the property, which will also include the address and APN.
5. Description of rehabilitation work to be completed on the property.

F. If the Nevada SHPO, HPO and City agree that the property is not eligible for inclusion in the National Register, no further consultation is required and the project may proceed.

G. If the Nevada SHPO and City disagree regarding the potential eligibility of the property, the HPO or Qualified Designee will inventory the property and make a determination of National Register eligibility to the City and Nevada SHPO.

H. If, after such determination, the City and the Nevada SHPO still disagree regarding the eligibility of the property for the National Register, appropriate documentation shall be forwarded to the Keeper of the National Register ("Keeper") for an official determination. Failure of the Keeper to respond to the City of Las Vegas within forty-five (45) days of submission of documentation to the Keeper shall not preclude the City from proceeding with a project.

I. If a property is determined eligible for inclusion in the National Register, either through consensus between the City of Las Vegas and the Nevada SHPO, or through formal determination from the Keeper, and the project does not qualify as an exempt activity as defined in this Section II or Section III, the City will consult with the Nevada SHPO as required per 36 CFR 800.

II. Projects Not Requiring Review By the Nevada SHPO or the Advisory Council on Historic Preservation Council

Project activities not requiring review by the Nevada SHPO or the Advisory Council on Historic Preservation Council ("Council") are enumerated in this Section II. A project consisting of activities in this Section II as well as activities not listed in this Section II shall be reviewed pursuant to the terms of this Agreement.

A. Projects affecting properties that are less than fifty years of age do not require review pursuant to the terms of this Agreement.

B. Projects which are limited to the rehabilitation of interior spaces within single family structures where such work will not be visible from the exterior of the structure do not require review pursuant to the terms of this Agreement.

C. The following activities, whether undertaken separately or cumulatively do not require further consultation with the Nevada SHPO:

1. Electrical work.
2. Installing of mechanical equipment that does not affect the exterior of the building.
3. Repair or partial replacement of doors when the replacement is done in-kind to match as close as possible the original material and form.
4. Replacement of windowpanes in-kind or with double or triple glazing so long as glazing is clear and not colored, and replacement does not alter existing window material and form.
5. Caulking and weather-stripping with compatible colored materials.
6. Roof repair or replacement if replacement is in-kind to match the original as close as possible.
7. Replaced or added insulation.
8. Repair or replacement of bathroom or kitchen fixtures.
9. Re-roofing of flat, not readily visible roofs, and re-roofing that does not alter existing roof material and form.
10. Professional services and administrative costs of any of these programs.

III. Nevada SHPO Review Time

In accordance with Nevada SHPO's "Guidelines for Section 106 Submissions to the Nevada State Historic Preservation Office," Nevada SHPO shall have thirty (30) days upon receipt of documentation from the City to offer comments. The failure of Nevada SHPO to respond within this time period shall not preclude the City of Las Vegas from proceeding with a project.

IV. Other Considerations

A. The HPO must meet the Secretary of Interior's Professional Qualifications for an Architectural Historian as per Appendix A of 36 CFR 61.

B. If the HPO terminates employment with the City, the City must notify the Nevada SHPO immediately. The City shall not proceed under this MOU until a copy of the new HPO's curriculum vitae is provided to Nevada SHPO for review to determine if the new HPO meets the Secretary of Interior's Professional Qualifications as an architectural historian.

V. Resolution of Disagreement

Any disagreement between the City of Las Vegas and the Nevada SHPO arising from the adverse affects of rehabilitation on historic properties will be addressed by requesting comments from the Council requested in accordance with 36 CFR 800.6.

VI. Duration, Amendments and Termination

A. Duration. This MOU will become effective upon signature by the City and the Nevada SHPO and automatically terminate in three years after the date of the last signature unless it is extended by written agreement of both Parties.

B. Amendment. Amendments to this MOU may be requested of either Party for consideration of inclusion in this MOU. No amendment or addendum to this MOU will be effective without signed concurrence of the both Parties.

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C. Termination. This MOU may be terminated at any time by the City or the Nevada SHPO upon thirty (30) days written notice. If the MOU is terminated, the City shall consult as per 36 CFR 800.3–7 for all projects described in this MOU.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the date first written above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 1/20/10
Deputy City Attorney Date

NEVADA STATE HISTORIC PRESERVATION OFFICE

By: _____
Alice Baldrica
Nevada State Historic Preservation Officer

APPROVED AS TO FORM:

By: _____
Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide for the design of the Angel Park North - Detention Basin project bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($250,000 - CCRFCD) - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $250,000
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Angel Park North - Detention Basin project is described in the 2008 Master Plan Update as Facility Number APNO 0001 and is identified in the Regional Flood Control District's Ten-Year Construction Program. Interlocal Contract LAS01D09 will provide design funding for the proposed improvements which include increasing the detention basin size from 1,400 acre-feet to 1,512 acre-feet. Total cost of the contract shall not exceed $250,000. The Clark County Regional Flood Control District approved this contract at its December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS01D09

INTERLOCAL CONTRACT

ANGEL PARK NORTH – DETENTION BASIN

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of December, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers APNO 0001, 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.

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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Angel Park North – Detention Basin. The basic improvements shall consist of flood water facilities including detention basin expansion, pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters.. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

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

1. The engineering and design shall not exceed $235,000.

2. Environmental Mitigation in an amount not to exceed $15,000.

3. The total cost of this Contract shall not exceed $250,000 which includes all the items described in the paragraphs above.

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

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

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Predesign Engineering (all work prior to design, excluding right-of-way).
    c. Design Engineering.
    d. Construction Engineering.
    e. Construction (all work after award of construction contract).
    f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA).
    g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this 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, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/23/09
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

December 10, 2009

Regional Flood Control District

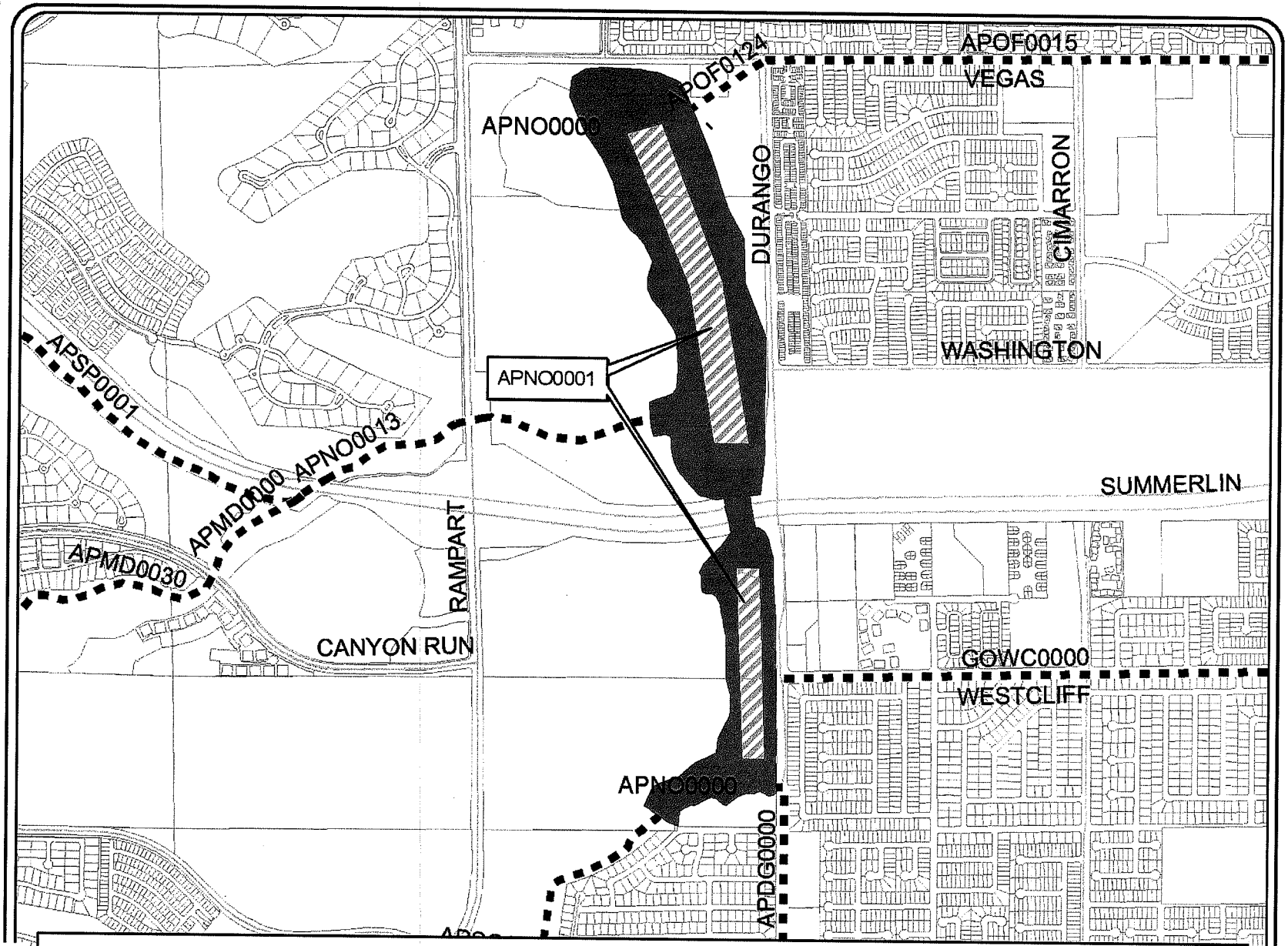
By: Lawrence L. Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: _____ Dec 10 2009
Christopher Figgins Date
Chief Deputy District Attorney



Flood Control Planning

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LEGEND

- PROPOSED UPGRADE REGIONAL DETENTION BASIN
- EXISTING DETENTION BASIN
- EXISTING STORM DRAIN FACILITY

EXHIBIT A
ANGEL PARK NORTH - DETENTION BASIN **(LAS01D09)**

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Due to continuous development activity this map is for reference only.

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LAS01D09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Interlocal Contract LAS16I09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Ann Road Channel West - Rainbow Boulevard project located in Rainbow Boulevard between Ann Road and El Campo Grande Avenue ($203,806 - CCRFCD) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $203,806
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Ann Road Channel West - Rainbow Boulevard project is described in the 2008 Master Plan Update as Facility Number ANRB 0000 and is identified in the Regional Flood Control District's Ten-Year Construction Program. Interlocal Contract LAS16I09 will provide design funding for the proposed improvements, which include design of a 10 foot by 7 foot reinforced concrete box in Rainbow Boulevard between Ann Road and El Campo Grande Avenue and associated collection facilities. Total cost of the contract shall not exceed $203,806. The Clark County Regional Flood Control District approved this contract at its December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS16I09

INTERLOCAL CONTRACT

ANN ROAD CHANNEL WEST – RAINBOW BOULEVARD

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of December, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

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

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

WHEREAS, the PROJECT has been approved by the DISTRICT on its 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.

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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Ann Road Channel West – Rainbow Boulevard. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

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

1. The engineering and design shall not exceed $193,806.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $5,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $203,806 which includes all the items described in the paragraphs above.

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

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

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Predesign Engineering (all work prior to design, excluding right-of-way)
    c. Design Engineering
    d. Construction Engineering
    e. Construction (all work after award of construction contract)
    f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA)
    g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from

injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this 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, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/23/09
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

December 10, 2009

Regional Flood Control District

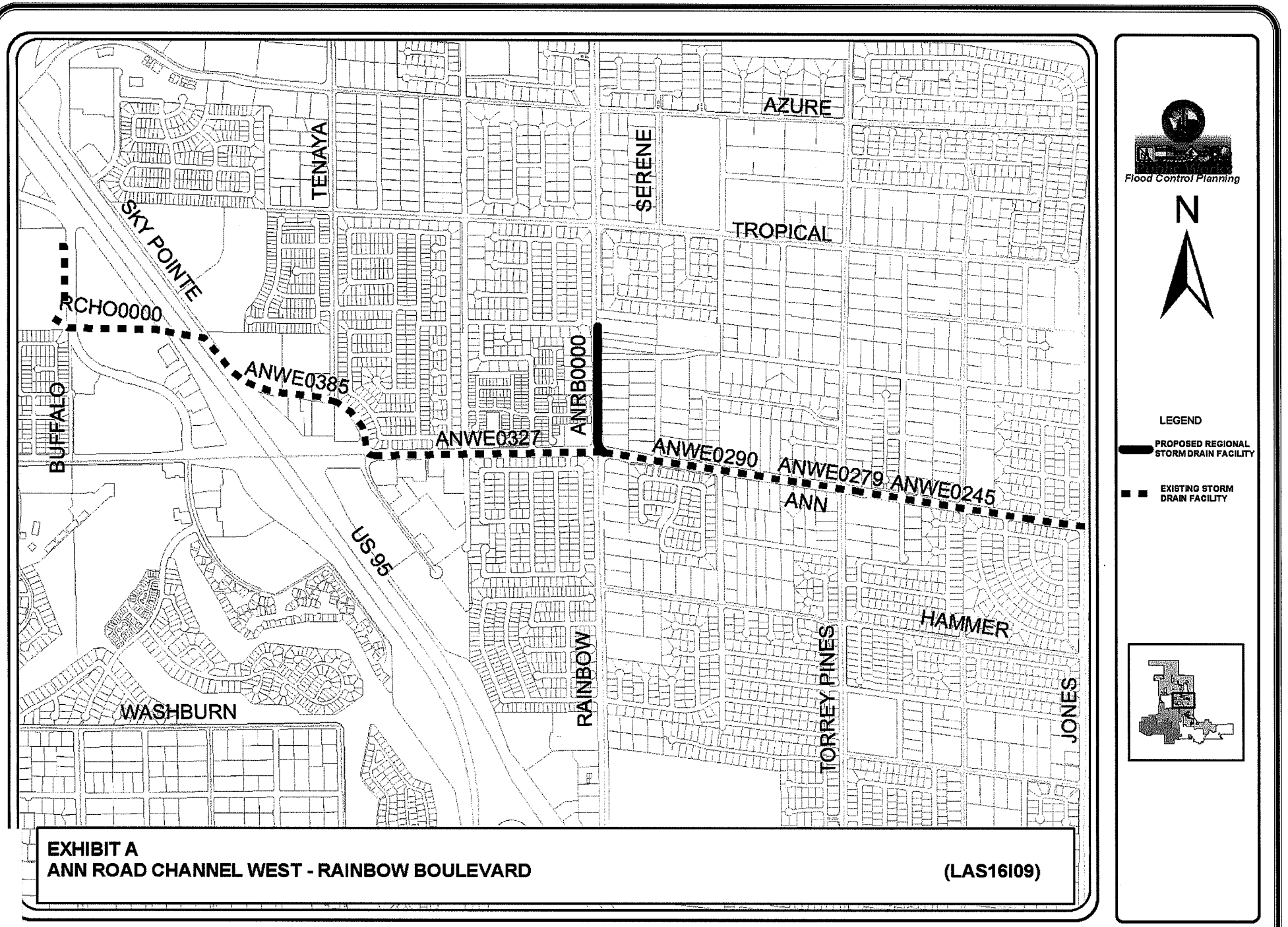
By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Chris Figgins Dec 14 2009
Christopher Figgins Date
Chief Deputy District Attorney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SKY POINTE
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BUFFALO
ANRB0000
ANWE0327
ANWE0290
ANWE0279
ANWE0245
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HAMMER
RAINBOW
TORREY PINES
JONES
WASHBURN
Flood Control Planning
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LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
ANN ROAD CHANNEL WEST - RAINBOW BOULEVARD
(LAS16I09)
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Due to continuous development activity this map is for reference only.
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LAS16I09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Oakey Drain - Cahlan Drive to Barnard Drive project located in Oakey Boulevard between Cahlan Drive and Barnard Drive ($236,300 - CCRFCD) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $236,300
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Oakey Drain from Cahlan Drive to Barnard Drive project is described in the 2008 Master Plan Update as Facility Number FWOK 0076 thru FWOK 0100 and is identified in the Regional Flood Control District's Ten -Year Construction Program. Interlocal Contract LAS09Y09 will provide design funding for the proposed improvements which include design of a 6 foot by 6 foot reinforced concrete box and associated collection facilities in Oakey Boulevard between Cahlan Drive and Barnard Drive. Total cost of the contract shall not exceed $236,300. The Clark County Regional Flood Control District approved this contract at its December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS09Y09

INTERLOCAL CONTRACT

OAKEY DRAIN – CAHLAN DRIVE TO BARNARD DRIVE

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of December, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers FWOK 0076 thru FWOK 0100, 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.

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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Oakey Drain – Cahlan Drive to Barnard Drive. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

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

1. The engineering and design shall not exceed $221,300.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $10,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $236,300 which includes all the items described in the paragraphs above.

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

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

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Predesign Engineering (all work prior to design, excluding right-of-way)
    c. Design Engineering
    d. Construction Engineering
    e. Construction (all work after award of construction contract)
    f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA)
    g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from

injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this 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, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/23/09
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

December 10, 2009

Regional Flood Control District

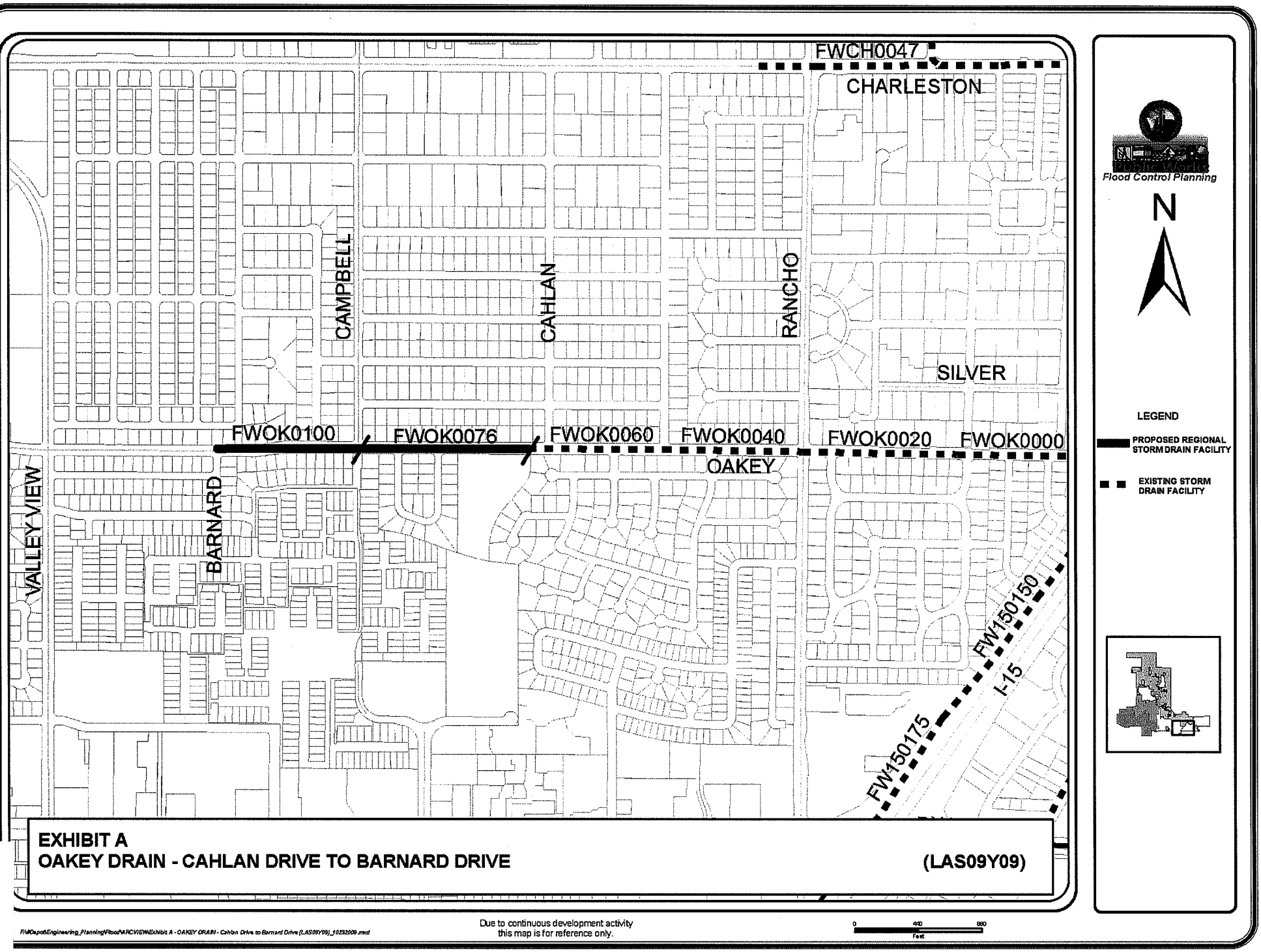
By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Dec/0/2009
Christopher Figgins Date
Chief Deputy District Attorney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BARNARD
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Flood Control Planning
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LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
OAKEY DRAIN - CAHLAN DRIVE TO BARNARD DRIVE
(LAS09Y09)
Due to continuous development activity this map is for reference only.
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LAS09Y09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Interlocal Contract LAS16J09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Rancho System - Beltway to Elkhorn project located in CC-215 from Campbell Road to Fort Apache Road and in Fort Apache Road from CC-215 to Elkhorn Road ($887,076 - CCRFCD) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $887,076
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Rancho System - Beltway to Elkhorn project is described in the 2008 Master Plan Update as Facility Number RCHB 0227 and RCHB 0250 and is identified in the Regional Flood Control Ten-Year Construction Program. Interlocal Contract LAS16J09 will provide design funding for the proposed improvements which include design of an11 foot by 8 foot reinforced concrete box and associated collection facilities in CC-215 from Campbell Road to Fort Apache and in Fort Apache Road from CC-215 to Elkhorn Road. The total cost of the contract shall not exceed $887,076. The Clark County Regional Flood Control District approved this contract at its December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS16J09

INTERLOCAL CONTRACT

RANCHO SYSTEM – BELTWAY TO ELKHORN

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of December, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers RCHB 0227 and RCHB 0250, 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.

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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Rancho System – Beltway to Elkhorn. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

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

1. The engineering and design shall not exceed $872,076.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $10,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $887,076 which includes all the items described in the paragraphs above.

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

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

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Predesign Engineering (all work prior to design, excluding right-of-way)
    c. Design Engineering
    d. Construction Engineering
    e. Construction (all work after award of construction contract)
    f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA)
    g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from

injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this 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, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/23/09
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

December 10, 2009

Regional Flood Control District

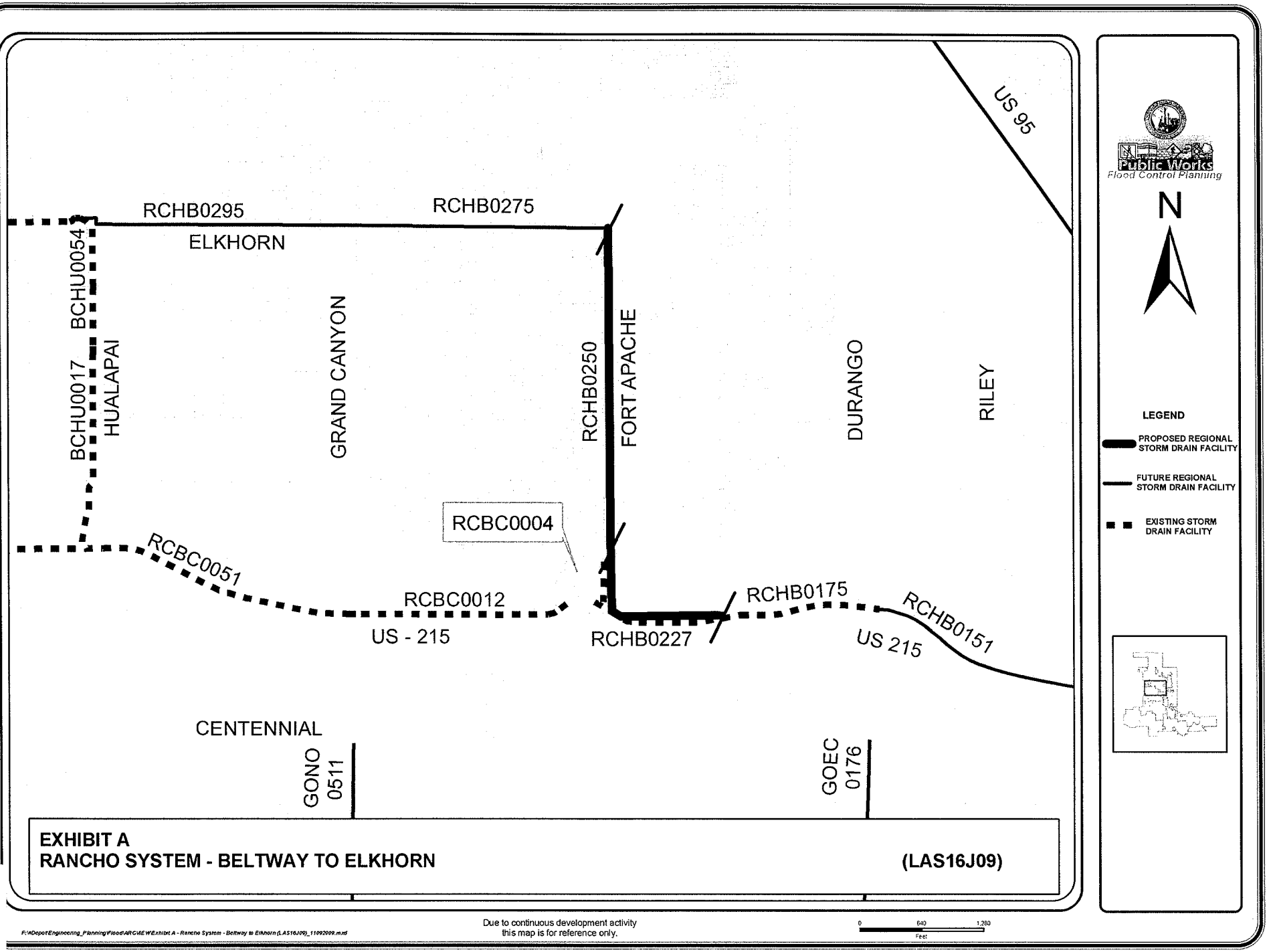
By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Dec 14 2009
Christopher Figgins Date
Chief Deputy District Attorney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GOEC 0176
Public Works
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FUTURE REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
RANCHO SYSTEM - BELTWAY TO ELKHORN
(LAS16J09)
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Due to continuous development activity this map is for reference only.
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LAS16J09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Interlocal Contract LAS27A09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for the design of the Boulder Highway Sahara Avenue - Mojave Road to Boulder Highway project located in Sahara Avenue between Mojave Road to Boulder Highway ($304,340 - CCRFCD) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $304,340
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Boulder Highway Sahara Avenue - Mojave Road to Boulder Highway project is described in the 2008 Master Plan Update as Facility Number BHSA 0000 and is identified in the Regional Flood Control District's Ten-Year Construction Program. Interlocal contract LAS27A09 will provide design funding for the proposed improvements which include design of a 14 foot by 10 foot reinforced concrete box (RCB) and associated collection facilities in Sahara Avenue between Mojave Road to Boulder Highway. The total cost of the contract shall not exceed $304,340. The Clark County Regional Flood Control District approved this contract at its December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS27A09

INTERLOCAL CONTRACT

BOULDER HIGHWAY SAHARA AVENUE – MOJAVE ROAD TO BOULDER HIGHWAY

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of December, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

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

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

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

WHEREAS, the PROJECT has been approved by the DISTRICT on its 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.

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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Boulder Highway Sahara Avenue – Mojave Road to Boulder Highway. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

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

1. The engineering and design shall not exceed $289,340.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $10,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $304,340 which includes all the items described in the paragraphs above.

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

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

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Predesign Engineering (all work prior to design, excluding right-of-way).
    c. Design Engineering
    d. Construction Engineering
    e. Construction (all work after award of construction contract)
    f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA)
    g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from

injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this 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, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 12/23/09
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

December 10, 2009

Regional Flood Control District

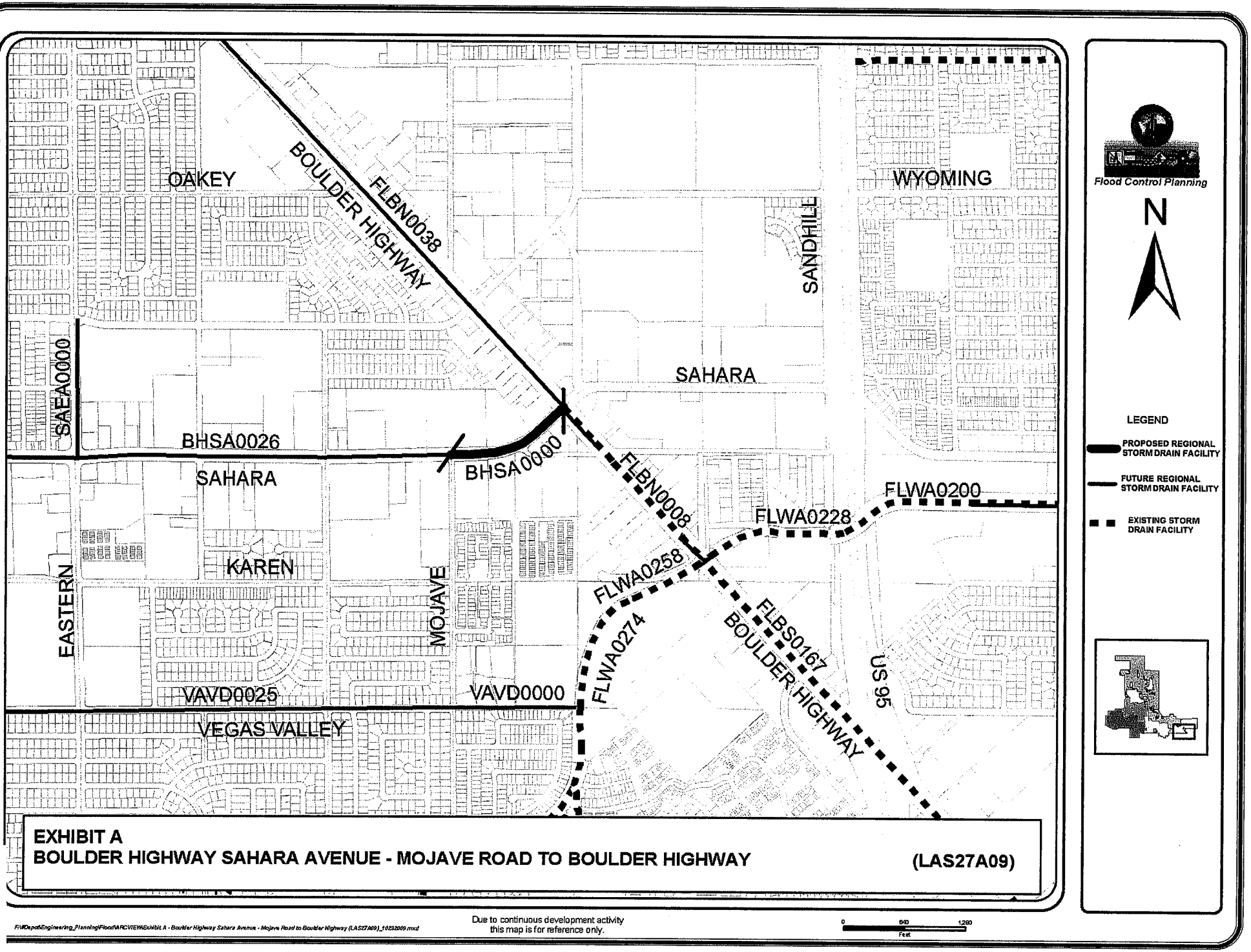
By: Lawrence L. Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Dec 14 2009
Christopher Figgins Date
Chief Deputy District Attorney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Flood Control Planning
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LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
FUTURE REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
BOULDER HIGHWAY SAHARA AVENUE - MOJAVE ROAD TO BOULDER HIGHWAY
(LAS27A09)
Due to continuous development activity this map is for reference only.
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LAS27A09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Supplemental Interlocal Contract 484c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $1,500,000 for traffic capacity improvements at the intersection of Lamb Boulevard and Charleston Boulevard - Ward 3 (Reese) and County

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on September 9, 2004 and Supplemental Interlocal Contracts on December 11, 2008 and October 8, 2009 for traffic improvements at the intersection of Charleston Boulevard and Lamb Boulevard. This Supplemental Interlocal Contract 484c will decrease project funding in the amount of $1,500,000. Total cost of the contract shall not exceed $2,857,000. The Regional Transportation Commission of Southern Nevada approved this contract at their December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 484c

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
LAMB BOULEVARD/CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3, made and entered into this 10th day of December, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY", County of Clark, a political subdivision of the State of Nevada hereinafter referred to as "COUNTY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

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

WHEREAS, the parties have executed an Interlocal Contract dated September 9, 2004 and supplemental interlocal contracts dated December 11, 2008 and October 8, 2009; and

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

WHEREAS, the CITY wishes to decrease project funding.

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

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

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

1. The total cost for engineering, right-of-way acquisition and right-of-way other shall not exceed $2,857,000.

2. The CITY will be issued a revised "Authorization to Proceed" for engineering design at a cost not to exceed $936,000, right-of-way acquisition at a cost not to exceed $800,000, and right-of-way other at a cost not to exceed $80,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

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

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

The remainder of the Interlocal Contract dated September 9, 2004 and supplemental interlocal contracts dated December 11, 2008 and October 8, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

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Date of Commission Action:

12/10/09

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

_____

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 12/31/09

Deputy City Attorney Date

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

_____

BY: _____

RORY REID, Chairman

Attest:

_____

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of Supplemental Interlocal Contract 573c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for the Arterial Restoration and Preservation project Fiscal Year 2008 ($1,500,000 - RTC) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,500,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with Regional Transportation Commission of Southern Nevada (RTC) on September 13, 2007 and Supplemental Interlocal Contracts on June 11, 2009 and November 12, 2009 for work to be performed on the Arterial Reconstruction and Preservation Project, Fiscal Year 2008. This Supplemental Interlocal Contract 573c will increase project funding in the amount of $1,500,000. The total cost of the contract shall not exceed $1,779,000. The Regional Transportation Commission approved this Supplemental Interlocal Contract at its December 10, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 573c

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
ARTERIAL RESTORATION AND PRESERVATION PROJECT
FISCAL YEAR 2008

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 made and entered into this 10th day of December, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on September 13, 2007 and supplemental interlocal contracts on June 11, 2009 and November 12, 2009 for improvements associated with the Fiscal Year 2008 Annual Restoration and Preservation Projects; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering and,

WHEREAS, the CITY desires to change the scope and increase funding for the project.

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

SECTION I - SCOPE OF PROJECT shall be revised to read as follows:

This Interlocal Contract applies to improvements associated with the 2008 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or path is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The PROJECT is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

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

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

1. The total cost for construction and engineering shall not exceed $1,779,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $1,560,000 and engineering design at a cost not to exceed $219,000, at the time written Authorization to Proceed is received from the RTC. No funds shall be considered encumbered or allocated and no reimbursement shall

be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC

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

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

The remainder of the Interlocal Contract dated September 13, 2007 and supplemental interlocal contracts dated June 11, 2009 and November 12, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

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Date of Commission Action:

12/10/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 12/31/09

Deputy City Attorney Date

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2008

		Type of Work										
Location / Limits	**Project Type**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**Estimated Costs**
Alexander Rd-Cimarron to US95	Thin overlay, light repairs							X		X	X	$ 77,000
Lamb Blvd-Charleston to Owens	Thin overlay, light repairs							X		X	X	$ 98,000
Durango Dr-Cheyenne to Alexander	Thin overlay, light repairs							X		X	X	$ 61,000
Hills Center - Village Ctr to Lake Mead	Thin overlay, light repairs							X		X	X	$ 93,000
Town Center-Summerlin to Village Ctr	Thin overlay, light repairs							X		X	X	$ 20,000
Village Center - Golf Ctr to Golf Ctr	Thin overlay, light repairs							X		X	X	$ 30,000
Rainbow Blvd-Smoke Ranch to Lone Mtn	Thin overlay, light repairs							X		X		$ 20,000
Bonanza Rd - Las Vegas Blvd to Nellis	Thin overlay, light repairs							X		X		$ 30,000
Maryland Pkwy-Stewart to Sahara	Thin overlay, light repairs							X				$ 30,000
Oakey Blvd - Arville to Decatur	Thin overlay, light repairs							X				$ 60,000
Rainbow Boulevard, Smoke Ranch Road to Craig Road	Thin overlay, light repairs							X		X	X	$ 1,250,000
J & H Street Bike lanes	Thin overlay, light repairs							X				$ 10,000
	Total City of Las Vegas Formula Funds:											**$ 1,779,000.00**

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement
F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = ARRA Engineering
J = ARRA Construction Contingency

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval to submit Financial Assistance Agreement L09AC15526 to the Bureau of Land Management (BLM) for funding implementation to the City of Las Vegas for the Floyd Lamb Park Trail Project, approved under the Southern Nevada Public Land Management Act (SNPLMA) located west of Durango Drive near Brent Lane ($2,497,000 - SNPLMA) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,497,000
Funding Source: SNPLMA
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas has procured $2,497,000 in Round 9 of Southern Nevada Public Land Management Act (SNPLMA) funding. This Financial Assistance Agreement enables the City to obtain reimbursement for project expenditures pertaining to the Floyd Lamb Park Trail Amenities. The Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Financial Assistance Agreement L09AC15526

Form 1511-1
(April 2006)

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.
L09AC15526
Priority #9-8, Project LV34

2. AMENDMENT NO.

3.TYPE OF AGREEMENT *(Check one)*
☐ GRANT
☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Susan Kaller, Grants Management Officer
Bureau of Land Management – Nevada State Office
1340 Financial Blvd.,
P.O. Box 12000
Reno, NV 89520-0006
Phone: 775-861-6559 Fax: 775-861-6624
Susan_Kaller@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, City Engineer
City of Las Vegas
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-5270 Fax: 702-868-6374
cedelman@lasvegasnevada.gov

6. NAME, ADDRESS & PHONE NO. OF BLM"S PROGRAM OFFICER
Jeff Wilbanks, Program Manager
Bureau of Land Management
Southern Nevada District Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5070 Fax: 702-515-5110
Jeff_Wilbanks@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT"S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
City of Las Vegas
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five years from Block 26

12. TYPE OF RECIPIENT *(Check one)*

☐ STATE	☐ STATE CONTROLLED INST. OF HIGHER LEARNING
☐ COUNTY	☐ PRIVATE UNIVERSITY
☒ MUNICIPAL	☐ INDIAN TRIBE
☐ TOWNSHIP	☐ INDIVIDUAL
☐ INTERSTATE	☐ PROFIT ORGANIZATION
☐ INTERMUNICIPAL	☐ OTHER
☐ SPECIAL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION
☐ INDEPENDENT SCHOOL DISTRICT	

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	$2,497,000.00	$0	$0	$2,497,000.00
All Previous Obligations	$0	$0	$0	$0
Total Obligations	$2,497,000.00	$0	$0	$2,497,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
(LLNVS00550) L58560000 XXXC LXSNLV345600 $2,497,000.00

16. DUNS No.	17. CFDA No. AND TITLE	18. PRINCIPLE PLACE OF PERFORMANCE
030381610	15.235 – Southern Nevada Public Land Management Act	Clark County, Nevada

19. PROJECT TITLE
Floyd Lamb Park Trail Amenities- (Priority # 9-8, Project #LV34)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of $2,497,000.00 was approved by the Secretary of the Interior on August 16, 2008. The Floyd Lamb Park Trail Amenities project will be constructed in concert with the Clark County Regional Flood Control District (CCRFCD) projects. The CCRFCD is currently funding the design and construction of the two environmental enhancement areas (EEAs) located within Floyd Lamb Park which includes a total of approximately 4.3 miles of trails. The two EEAs will be identified in the project nomination as the Brent EEA and the Tule EEA. The City of Las Vegas is requesting SNPLMA funds for the amenities of these trails to include pedestrian bridges, irrigation, landscape, and site furnishings such as picnic tables, benches, shade structures and kiosks.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21.NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER	
Cheri Edelman, City Engineer		Susan Kaller, Grants Management Officer	
22.RECEPIENT BY _____ *(Signature of Recipient's Authorized Representative)*	23. DATE SIGNED	25.UNITED STATES OF AMERICA BY _____ *(Signature of BLM's Grants Management Officer)*	26. DATE SIGNED

Approved as to form
John S. Ridilla 1/14/10
John S. Ridilla Date
Deputy City Attorney

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM); Nevada State Office for the Southern Nevada District Office, and City of Las Vegas, Nevada to implement the Floyd Lamb Park Trail Amenities project. The Floyd Lamb Park Trail Amenities project will be constructed in concert with the the Clark County Regional Flood Control District (CCRFCD) projects. The CCRFCD is currently funding the design and construction of the two environmental enhancement areas (EEAs) located within Floyd Lamb Park which includes a total of approximately 4.3 miles of trails. The two EEAs will be identified in the project nomination as the Brent EEA and the Tule EEA. The City of Las Vegas is requesting SNPLMA funds for the amenities of these trails to include pedestrian bridges, irrigation, landscape, and site furnishings such as picnic tables, benches, shade structures and kiosks.

B. Objective. Cooperation between the BLM and the City of Las Vegas in order to facilitate the implementation of the Floyd Lamb Park Trail Amenities project as detailed in Section 20 on page one of this Agreement and in the nomination package approved by the Secretary of the Interior.

C. Authority. The basis for this Agreement is to support or stimulate the public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282.
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108.
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424.
4. White Pine County Conservation, Recreation and Development Act of 2006, PL 109-432.

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and the City of Las Vegas to work for a common purpose and the following benefits:

1. This Agreement provides the benefit for the City of Las Vegas to enter into a cooperative relationship for the purpose of developing parks, trails and natural areas in the City of Las Vegas, Nevada.
2. Additionally, this Agreement benefits the public by facilitating the Floyd Lamb Park Trail Amenities project.
3. The BLM receives benefit through improvement of public lands through the cooperative relationship.

II. Definitions

A. Agreement: This grant or cooperative agreement. The term grant is defined as all federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. Authorized Representative: The Authorized Representative is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas, Nevada: The entity in receipt of the federal financial assistance.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html. 43 CFR Part 12, Subpart C, referred to in this Agreement, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statues (NRS): On-line at: http://www.leg.state.nv.us/NRS-041.html#NRS041Sec010.

J. Not-to-Exceed (NTE) Amount: The maximum amount of federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln, and White Pine Counties Nevada, pursuant to a cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by federal agencies, in coordination with state and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.blm.gov/snplma/.html.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

A. Recipient's submitted documents as incorporated by reference: Project Proposal entitled "City of Las Vegas – Floyd Lamb Park Trail Amenities", as approved by the Secretary of the Interior on August 16, 2008; SF 424, Application for Federal Assistance; SF 424C, Budget Information – Construction Programs; SF 424D, Assurances-Construction Programs; DI-2010, Certifications; and the Appendix B-5 Estimated Necessary Expenses & Key Milestone Dates.

B. The recipient agrees to:

1. Accomplish the stated objectives of the above-named project, as approved by the Secretary of the Interior, or as otherwise modified.

2. Adhere to the policies and procedures provided in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263), as amended.

3. Furnish qualified personnel who will coordinate, oversee, and conduct tasks to accomplish the objectives of the subject project. Provide supervision for the project and be responsible for all technical aspects of project development, implementation, scheduling, safety, coordination, etc.

4. Ensure any necessary permits or environmental clearances are obtained if required by the project.

C. The BLM agrees to:

1. Respond to questions regarding the nomination process.

2. Provide guidance regarding SNPLMA policies and procedures.

3. Facilitate processing of obligation of funds; coordinating the processing of modifications to this agreement; carrying out project inspections, as appropriate, to confirm project progress; and reviewing reimbursements requests in a timely manner.

4. Facilitate payments to the recipient in accordance with Section VII, Payments, of this Agreement and applicable Office of Management and Budget and Treasury Regulations.

5. Adhere to the policies and procedures provided in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263), as amended.

IV. Terms of Agreement

A. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.- paragraph B of this Agreement.

The BLM will consider continued funding during the term of the agreement for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

B. A request to extend the project end date shall be requested by the recipient and submitted to the Southern Nevada District Office, SNPLMA Division at least 45 days prior to the project end. The recipient shall include in

the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining, and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the effective SNPLMA Implementation Agreement.

C. A request for an extension that is received by the Southern Nevada District Office, SNPLMA Division Program Officer after the expiration date will not be honored.

D. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR Part 12, Subpart C, Section 12.83; Enforcement of 43 CFR 12, Subpart C, Section 12.84; Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the funds that are not expended within the fiscal year can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

B. Maximum Obligations. The total obligation that is identified in Block 13 of page 1 of the original agreement, or as otherwise modified, establishes the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of federal funds above the NTE amount.

C. Cost Sharing. Cost sharing shall be in accordance with 43 CFR Part 12, Subpart C, Section 12.64; Matching and Cost Sharing.

D. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR Part 12, Subpart C, Section 12.65; Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

1. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.

2. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System

1. Payments under this Agreement will be made by the United States Department of Treasury FMS ASAP System. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in either of the following ways:

a. Recipients already participating with another federal agency should only complete the attached ASAP Participation Request form and fax or mail it to the number or address listed on the form.

b. Recipients not currently enrolled in the ASAP system should complete the attached ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this Agreement. The first nine characters will be the agreement number, reference block 8A of agreement cover page; the remaining three characters will identify BLM funding line items.

4. Amounts of drawdown in the ASAP system will be made only in amounts necessary to meet current quarterly disbursement needs once all required documentation is submitted to the BLM SNPLMA Program Officer, the amount budgeted in the quarterly update will be made available in ASAP by the National Business Center and Treasury.

a. Funding will be available for drawdown beginning the first business day of each quarter (or as close to January 1, April 1, and July 1, as possible), with the exception of the first quarter of the fiscal year. Because the BLM's financial systems are unavailable at the start of the fiscal year while BLM completes "closeout" of the prior fiscal year, transfers to local and regional governments for the first quarter will be made after October 1, and no later than October 31. Entities may only drawdown funding that is required to meet the project's immediate need for the budgeted quarter. Instructions on the processing of drawdowns can be found at http://www.fms.treas.gov/asap/index.html.

b. Amounts for drawdown will be made available at an increment no more frequent than quarterly. Drawdowns may occur as frequently as needed within the subject quarter; however, not to exceed the budgeted amount. Funds available for drawdown should be expended by the end of the quarter in which the amount was budgeted. When not expended, the following quarterly report should detail the circumstances that have caused those funds to remain unexpended. At the end of the quarter, entities will reconcile any over-expenditure or under-expenditure with the next quarterly update.

c. As payments are requested through the ASAP system, requestors shall set the payment date to be two business days from the submission/request date, (e.g. submission/request date is *Friday, June 12, 2009*, payment date shall be set for *Tuesday June 16, 2009*).

Following submission, a .pdf of the ASAP transaction summary shall be emailed to John Vest John_Vest@blm.gov and Gary Thompson gary_thompson@blm.gov at the BLM Business Services Division at the National Operations Center; and the Program Officer, SNPLMA Division, Jeff Wilbanks, Jeff_Wilbanks@blm.gov., and the Assistant District Manager, SNPLMA Division, Steve Tryon, Steve_Tryon@blm.gov. Entities without the ability to create a .pdf of the transaction summary shall email the specifics of the drawdown via standard text email. Failure to provide sufficient notice of the pending transaction may result on the entity being placed on ASAP Agency Review.

d. *Once funding is available for drawdown, the amounts shall only be allocated to those projects for which the drawdown was budgeted.*

e. Purchase funds for land acquisition projects will not be made available for drawdown until BLM verifies that all required acquisition processes as documented in the Implementation Agreement are complete. The implementing entity will be responsible for coordination with BLM throughout the acquisition process.

B. Project Closeout: In addition to the items required for Reporting Requirements, see section VIII below, the following shall also be submitted to close-out the project.

1. Closeout Letter signed by the Authorized Representative confirming that the subject project has been completed within the context of the secretarially approved project and the SNPLMA Implementation Agreement. This letter should also detail any unexpended amounts, which are to be de-obligated by the Grant Management Officer.

2. Enity Final Inspection/Acceptance Report.

3. Contractor and, if appropriate Subcontractor, notice of completion and release of claim.

4. Final SF-269A Financial Status Report.

5. Final Project Cost Tracking Worksheet.

6. A copy of project's final report or a summary of outcomes.

Prior to project closeout a SNPLMA Program Officer or Project Specialist will perform a final site inspection or project review meeting with designated entity staff.

C. Upon closeout, any remaining funds not expended will be de-obligated bilaterally by the GMO and the Authorized Representative.

VIII. Reporting Requirements

A. Annual Project Plan and Budget

All projects are required to submit an Annual Project Plan (APP), which will be submitted to the SNPLMA Division 15 days prior to the beginning of the new fiscal year that starts October 1. An APP will include the following, which will be consolidated into formatted electronic spreadsheets:

1. Deliverables: Anticipated project accomplishments and milestones for the fiscal year. Quarterly accomplishments will be reported against these deliverables.

2. Annual Quarterly Budget: Projection of quarterly funding needs for the fiscal year.

3. Quarterly Budget: Detail the funding needed for the first quarter of the fiscal year. This will generally be the same as the first quarter of the Annual Quarterly Budget Projection.

4. Project Cost Tracking Worksheet: This worksheet tracks costs incurred on the project over its lifecycle, categorized by expenditure activity (e.g. planning/engineering/design, construction/implementation, direct labor, other necessary costs, etc.). The intent of this form is to demonstrate how project funding is allocated over the project's life.

5. Cover letter, signed by an Authorized Representative, which certifies the following:

a. The amount, in total and per project, being requested for drawdown in the following quarter.

b. Project compliance with the policies procedures and guidelines in the current SNPLMA Implementation Agreement, project nomination package, and project cooperative agreement.

B. Quarterly Status Report

1. On the 15th of the month, prior to the beginning of the next quarter, the recipient will submit an updated spreadsheet reporting progress on those deliverables detailed in the Annual Project Plan. This update will also allow the recipients the opportunity to revise their quarterly budget request if different from what was projected in the APP. This form will also detail amounts to be requested for reimbursement in the subject quarter. This quarterly update must be submitted for BLM to authorize the next quarterly drawdown.

2. The quarterly status report will include the following:

a. Quarterly Budget: details the amount needed for the next quarter.

b. Quarterly Project Status Report detailing the progress on those deliverables identified in the annual project plan.

c. Project/cost tracking worksheet detailing costs from the previous quarter.

d. SF-269A Financial Status Report.

e. Cover letter, signed by an Authorized Representative that certifies the following:

i. The amount, in total and per project, being requested for drawdown in the following quarter.

ii. Project compliance with the policies procedures and guidelines in the current SNPLMA Implementation Agreement, project nomination package, and project cooperative agreement.

C. The Southern Nevada District Office, SNPLMA Division and the GMO will review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and will assess whether performance or financial management problems exist. Before submitting Financial Status Reports (FSRs) to the Southern Nevada District Office, SNPLMA Division, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The Authorized Representative signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the federal financial assistance. Such non-compliance can result in withholding of future payments, suspension, or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future federal financial assistance.

IX. Other Requirements

A. Entities will notify BLM and schedule a consultation meeting with the SNPLMA Program Officer prior to finalization of conceptual design documents and prior to sending construction plans to bid for an implementation contract. During this consultation meeting, BLM will verify the projects compliance with the context of the approved project. BLM may also periodically perform site visits to verify that "on the ground" progress is consistent with that reported in Quarterly Status Reports.

B. Costs that are determined to be unallowable after disbursement will be deducted from the next quarterly drawdown budget. The recipient will be notified of the discrepancy and may be placed on ASAP Agency Review. In addition, when a project is completed or terminated, any excess funds, which were drawn down by the recipient, shall be returned to the SNPLMA Special Account.

C. Any materials developed for public planning documents or public scoping meetings must include the following conspicuously placed disclosure, "Funding for the subject project has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

D. Project sites must include conspicuously placed signage, which states, "Funding for the subject project has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

X. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71; Real Property, Section 12.72; Equipment, Section 12.73; Supplies, and Section 12.74; Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

XI. Key Officials

The individuals listed below are considered to be 'key officials' essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO.

Bureau of Land Management
Grants Management Officer

Name	Susan Kaller
Title	Grants Management Officer
Entity	BLM Nevada State Office
Address	1340 Financial Blvd.
City State Zip	Reno, NV 89520
Phone	775-861-6559
Fax	775-861-6634
Email	Susan_kaller@.blm.gov

Recipient Contact Information
Authorized Representative

Name	Cheri Edelman
Title	City Engineer
Entity	City of Las Vegas Public Works Department
Address	420 North 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-5270
Fax	702-868-6374
Email	

Program Officer

Name	Jeff Wilbanks
Title	Program Manager, PTNA
Entity	BLM SNDO, SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5070
Fax	702-515-5110
Email	Jeff_Wilbanks@.blm.gov

Program Manager

Name	Connie L. Disco
Title	Project Engineer
Entity	Department of Public Works
Address	731 South Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-299-2142
Fax	702-382-8551
Email	cdisc@lasvegasnevada.gov

Project Specialist

Name	Jeff Wilbanks
Title	Program Manager, PTNA
Entity	BLM SNDO, SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5070
Fax	702-515-5110
Email	Jeff_Wilbanks@blm.gov

Administrative Contact

Name	
Title	
Entity	
Address	
City State Zip	
Phone	
Fax	
Email:	

ASAP Contact Information

Name	ASAP
Address	P.O. Box 24700 Oakland, CA 94623-1700
Phone	(510) 594-7182
Fax	(202) 874-6965.
Web-Site	http://www.fms.treas.gov/asap/

Billing Contact

Name	
Title	
Entity	
Address	
Phone	
Fax	
Email	

XII. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70; Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66; Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and

inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XIII. Standard Award Terms and Conditions

A. Acceptance of a federal financial assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110

Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award, which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs, or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82; Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) pertaining to the construction of a pedestrian connection bridge over the Union Pacific Railroad adjacent to Symphony Park ($500,000 NDOT [FY 2004 Federal Appropriation]/$26,316 City Facility Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $526,316
Funding Source: NDOT [FY 2004 Federal Appropriation]/City Facility Capital Projects Fund
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Pedestrian Connection Bridge Project has been selected and approved for funding under FY 2004 Federal Appropriation. This Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) delegates the authority to the City of Las Vegas to design, advertise, award and manage construction of a pedestrian connection bridge over the Union Pacific Railroad adjacent to Symphony Park. The City was awarded $500,000 in funding for this improvement. Total cost of the Cooperative Agreement shall not exceed $526,316.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative (Local Public Agency) Agreement – Pedestrian Connection Bridge

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
PEDESTRIAN CONNECTION BRIDGE

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas, 400 Stewart Ave., Las Vegas, NV 89101 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY will design, advertise, award, and manage construction of a pedestrian connection/bridge over the Union Pacific Railroad from Main St. to the Union Park Development as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Fiscal Year 2004 Appropriation Funds; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal Fiscal Year 2004 Appropriation funding for a maximum amount of Five Hundred Thousand and No/100 Dollars ($500,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To review all exceptions to AASHTO design standards, and to approve those exceptions when acceptable.

9. To review the mapping, title reports and legal descriptions for the right-of-way acquisitions for the CITY to insure compliance with STATE regulations and standards.

10. To ensure the acquisition of right-of-way is in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.

11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with applicable State and Federal regulations, including but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

13. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

14. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

15. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

16. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

17. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus

any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 6.

18. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

19. To reimburse the CITY, monthly as work progresses on the PROJECT, for ninety-five percent (95%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 6. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) complete the survey and right-of-way engineering to prepare mapping and legal descriptions of the new right-of-way parcels to be acquired; (d) acquire right-of-way; (d) the acquisition of environmental permits and clearances; and (e) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with FHWA bridge standards including but not limited to the AASHTO Guide Specifications for Design of Pedestrian Bridges and the AASHTO Standard Specifications for Highway Bridges and to UPRR standards including but not limited to the American Railway Engineering and Maintenance of Way Association Manual for Railway Engineering (AREMA). The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C. Chapter 408 and 23 C.F.R. § 645.

4. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

5. To hold a right-of-way setting meeting at the sixty percent (60%) design phase, wherein the CITY shall provide plans showing limits of existing right-of-way and easements, and any necessary right-of-way for the PROJECT, i.e. Fee Takes, Permanent and Temporary Easements, and Permission to Construct limits.

6. To provide mapping and legal descriptions of the new right-of-way parcels to be acquired to the DEPARTMENT for review.

7. To acquire all necessary right-of-way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.

8. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects without DBE Goals", attached hereto and incorporated herein.

9. To obtain the DEPARTMENT's approval for all exceptions to AASHTO design standards.

10. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with Federal and State regulations.

11. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

12. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

13. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

14. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

15. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

16. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

17. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 6. Invoices for the

preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

18. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Twenty-six Thousand Three Hundred Sixteen and No/100 Dollars ($26,316.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

19. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY to accept maintenance responsibilities including utility costs for the improvements including sidewalk and a pedestrian bridge constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

20. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2012, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The TOTAL ESTIMATED PROJECT COSTS are Five Hundred Twenty-six Thousand Three Hundred Sixteen and No/100 Dollars ($526,316.00), which includes: Five Hundred Thousand and No/100 Dollars ($500,000.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Twenty-six Thousand Three Hundred Sixteen and No/100 Dollars ($26,316.00), comprising CITY match funding of five percent (5%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of

the match amount set forth above, except as otherwise approved by the governing body of the CITY.

6. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 100,000.00
DEPARTMENT Right-of-Way Costs:	$ 5,000.00
Right-of-Way Costs:	$
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
Construction Costs:	$ 411,316.00
TOTAL ESTIMATED PROJECT COSTS:	$ 526,316.00

AVAILABLE FUNDING SOURCES:

Federal FY 2004 Appropriation Funds:	$ 500,000.00
CITY Funds:	$ 26,316.00
TOTAL PROJECT FUNDING:	$ 526,316.00

7. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

8. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

11. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail: jtyrrell@dot.state.nv.us

FOR CITY:
Michael J. Vlaovich
City of Las Vegas
400 Stewart Avenue
City of Las Vegas, NV 89101
Phone: (702) 229-1045
Fax: (702) 464-5701
E - mail: mvlaovich@lasvegasnevada.gov

15. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render

any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Both parties shall assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

26. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 11/14/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

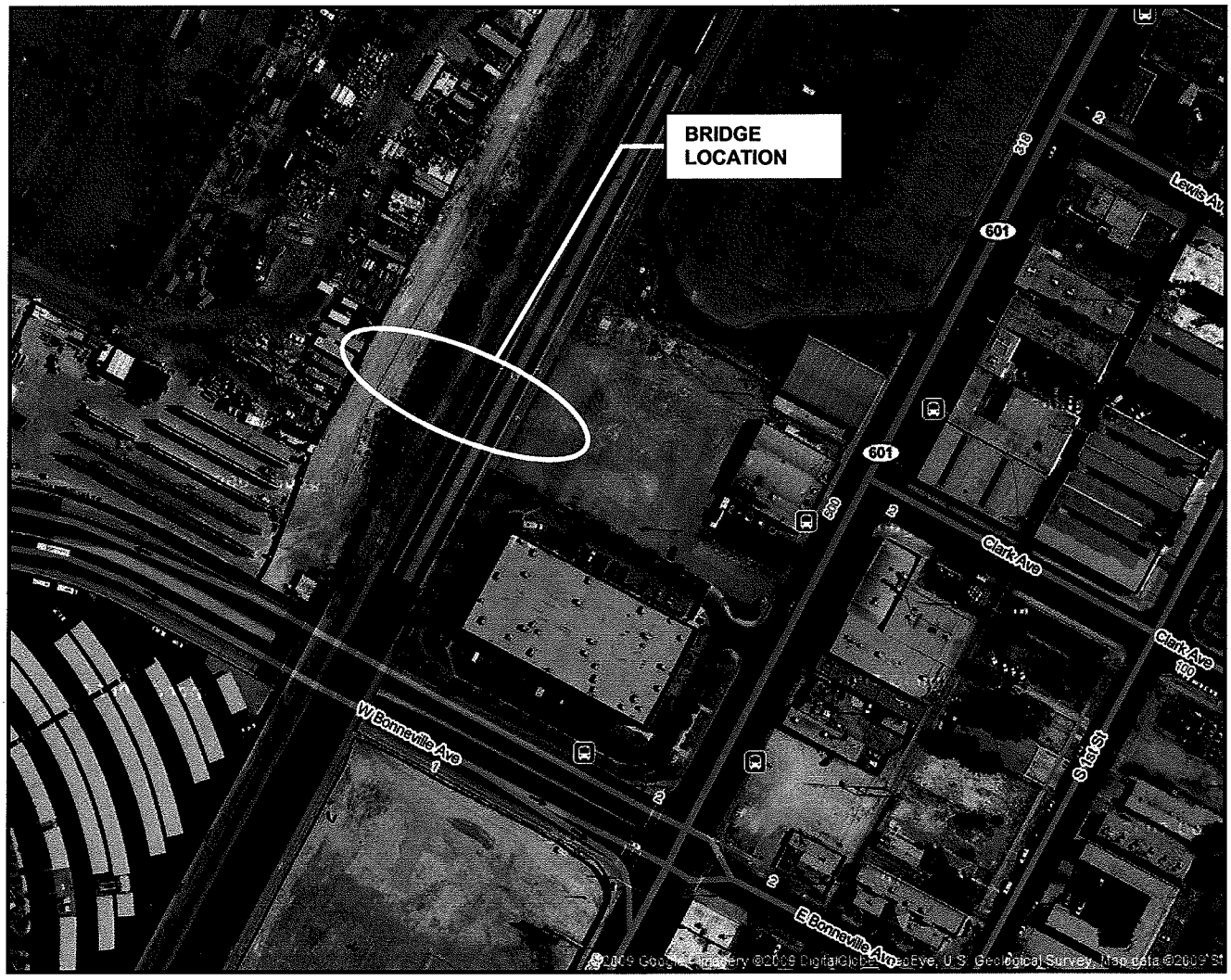
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
PEDESTRIAN CONNECTION BRIDGE

The project consists of the construction of a pedestrian bridge over the Union Pacific Railroad. The limits of the Project are from Main St. to the Union Park Development between Bonneville Avenue and Clark Ave as depicted on the drawing below.



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- **2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)**
- **OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C**
- **OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs**

Non-Profit Organizations

- **2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)**
- **OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F**
- **OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs**

Organizations for Profit, Individuals and Others Not Covered Above

- **Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)**
- **OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F**
- **FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs**

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITHOUT DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ } SS

COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL) _____
other Official *Notary Public, Judge or*

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**

Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____

PROJECT NO. (S). _____

_____

BID AMOUNT $ _____

CONTRACTOR _____

ADDRESS _____

_____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE:** **Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( )

~~NDOT~~
052-008
7/95

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-007
7/95

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____ **(Name of party signing this**

affidavit and the Proposal Form) _____ **(title).**

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**

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

(c) **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and**

(d) **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this ____ **day of**_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Approved as to form
John S. Ridilla 1/14/10
John S. Ridilla Date
Deputy City Attorney

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

Approved as to form
John S. Ridilla 1/14/10
John S. Ridilla Date
Deputy City Attorney

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ c. Initial award ☐ d. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Sub-awardee** Tier _____, *if* known: **Congressional District**, *if* known:	 **Congressional District**, *if* known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know:	**9. Award Amount**, *if* known: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned **12. Form of Payment** *(check all that apply):* ☐ **a. cash** ☐ **b. in-kind; specify:** nature _____ value _____	**13. Type of Payment** *(check all that apply):* ☐ **a. retainer** ☐ **b. one-time fee** ☐ **c. commission** ☐ **d. contingent fee** ☐ **e. deferred** ☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Right of Way Entry Agreement with the Neon Museum to allow construction of the Neon Boneyard Park project located on the east side of Las Vegas Boulevard north and south of McWilliams Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is starting construction of the Neon Boneyard Park project that will be constructed within the City's Cultural Corridor on the east side of Las Vegas Boulevard, north and south of McWilliams Avenue. The Right of Way Entry Agreement will enable construction of the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Right of Entry Agreement

RIGHT-OF-ENTRY AGREEMENT

This Right-of-Entry Agreement (the "Agreement") is entered into as of the _____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and The Neon Museum, a non-profit corporation under the laws of the State of Nevada ("Neon Museum"). The purpose of this Agreement is to authorize the City's entry onto the following lands (collectively the "Property") leased by the Neon Museum from the City:

- Assessor's Parcel Number ("APN") 139-27-805-005, consisting of approximately 0.60 acres;
- APN 139-27-812-045, consisting of approximately 0.55 acres;
- A portion of APN 139-27-805-004 consisting of approximately 0.25 acres.

The Property is depicted on Exhibit "A", attached hereto and incorporated herein by this reference. The Property is generally located at the approximate southeast corner of Las Vegas Boulevard and McWilliams Avenue and at the intersection of McWilliams Avenue and Encanto Drive in the City of Las Vegas, County of Clark, State of Nevada.

The purpose of the right of entry is to permit the City of Las Vegas their subsidiaries, affiliates, contractors and subcontractors (collectively "City"), to construct, inspect and perform activities related to the construction of the improvements associated with the construction of the Neon Boneyard Park on the Property. This Agreement commences on 12:01 A.M. Pacific Standard Time on February 1, 2010 and terminates 11:59 P.M. Pacific Standard Time on October 29, 2010.

INDEMNIFICATION

Subject to the limitations of liability set forth in Nevada Revised Statutes Chapter 41, the City hereby agrees to protect, indemnify, and hold the Neon Museum and its respective officers, employees and agents (collectively the "Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Indemnitees may suffer or which may be sought against or are recovered or obtainable from the Indemnitees, as a result of, or by reason of, or arising out of or in consequence of any negligent act or omission of the City or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the City or its officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Agreement.

The City expressly agrees, at its sole cost and expense, to defend the Indemnitees in any suit or action that may be brought against it or them, or any of them, by reason of any negligent act or omission against which the City has agreed to indemnify the Indemnitees. If the City fails so to do, the Indemnitees shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the City.

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Neon Museum Contact:
Nancy Deaner (702) 229-1845.

City Contacts:
Gina Venglass (702) 229-6790
John Ridilla (702) 229-6629

DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, the Neon Museum warrants that it has disclosed that on the form attached as Exhibit "B," all principals and partners of the Neon Museum, as well as all persons and entities holding more than a one percent (1%) interest in or any principal of the Neon Museum. Throughout the term hereof, the Neon Museum shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 1/26/10
Deputy City Attorney Date

THE NEON MUSEUM

By: Nancy Deaner

Name: Nancy Deaner

Title: President, Neon Museum Board of Trustees

EXHIBIT A

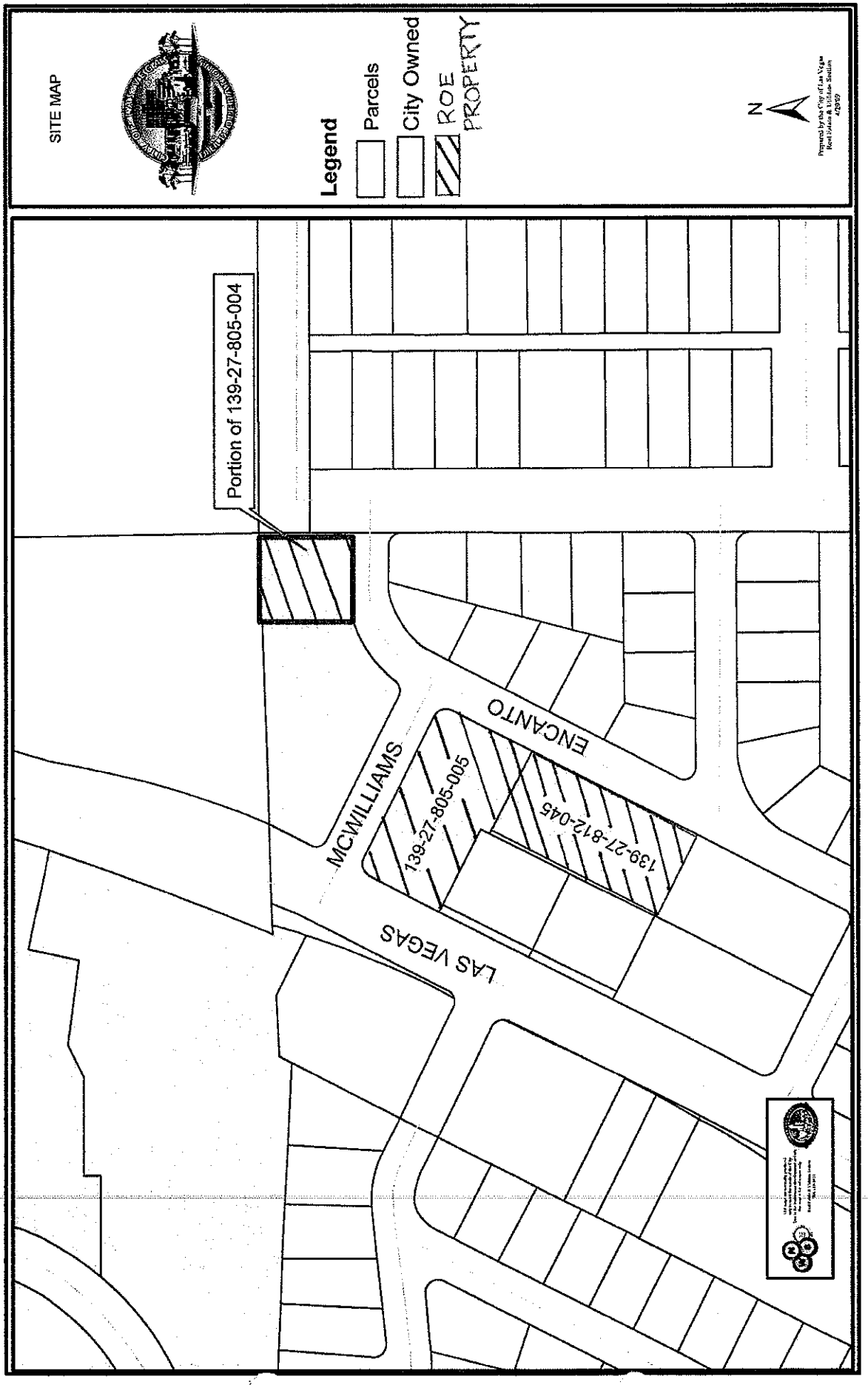
SITE MAP
Legend
Parcels
City Owned
ROE PROPERTY
N
Portion of 139-27-805-004
MCWILLIAMS
ENCANTO
LAS VEGAS
139-27-805-005
139-27-812-045

EXHIBIT B

DISCLOSURE OF PRINCIPALS

The Board of Directors of the Neon Museum and principals and partners and entities holding more than 1% interest in the Neon Museum are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Bill Marion	821 Las Vegas Blvd. N. LV 89101	(702) 387-6366
2. Helen Towlerton	same as above	same as above
3. Nancy Deaner	same as above	same as above
4. Dorothy Wright	same as above	same as above
5. Dr. Stephanie Youngblood	same as above	same as above
6. Rob McCoy	same as above	same as above
7. John Nelson	same as above	same as above
8. Suzanne Couture	same as above	same as above
9. Michael Crandall	same as above	same as above
10. Lois Tarkanian	same as above	same as above
11. Donna Engellenner	same as above	same as above
12. Cathie Kelly	same as above	same as above
13. Patrick Duffey	same as above	same as above
14. Bonnie Fogel	same as above	same as above
15.		

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

The Neon Museum

By: Nancy Deaner

Title: President, Board of Trustees

Subscribed and sworn to before me this
26th day of January, 2010.

Carolyn Marinello

Notary Public

CAROLYN MARINELLO
Notary Public State of Nevada
No. 94-0918-1
My appt. exp. March 10, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
Approval of a Sublease Agreement with the Neon Museum to facilitate use of Cashman Center Parking lot, APN139-27-709-001, as a temporary storage lot for construction of the Neon Boneyard Park project located on the east side of Las Vegas Boulevard north and south of McWilliams Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is starting construction of the Neon Boneyard Park project that will be constructed within the City's Cultural Corridor on the east side of Las Vegas Boulevard, north and south of McWilliams Avenue. The Sublease Agreement will enable the City to use the property immediately north of the project site for a temporary storage lot.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Sublease Agreement

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is entered into as of the _____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "Tenant") and the Neon Museum, a non-profit corporation under the laws of the State of Nevada ("Landlord").

Landlord and Tenant hereby agree to the following terms and conditions:

1. SUBLEASE OF PREMISES. On the terms and conditions set forth below, Landlord hereby subleases to Tenant, and Tenant subleases from Landlord, certain real property known as Area Parking Lot A consisting of 214 parking spaces on the northwest side of the Cashman Center parking lot. Tenant acknowledges and hereby accepts all terms and conditions of the Lease agreement between the Las Vegas Convention and Visitors Authority ("LVCVA") and Landlord, Lease Agreement Number CC2837, attached hereto as Exhibit A and incorporated herein by this reference.

2. SUBLEASE PROVISIONS.

2.1. TERM. The term of this Sublease is for a period from 12:01 A.M. Pacific Standard Time on February 1, 2010 to 11:59 P.M. Pacific Standard Time on July 1, 2010.

2.2. RENT. The rent for the Property shall be One Dollar and No Cents ($1.00) for the entire term of this Sublease. Tenant shall make such payment upon the execution of this Sublease.

2.3 PERMITTED USE. Tenant intends to utilize the Property to move, store and relocate neon signs from the Neon Museum during Tenant's construction of the Neon Boneyard Park. Tenant will fence the Property to maintain the neon signs in a reasonably secure environment. After the neon signs are moved from the Neon Museum onto the Property, Tenant shall notify Landlord that Landlord is permitted access to the Property. After this notification, Landlord shall be responsible for the maintenance of the Property while providing tours or other activities related to the relocated neon signs on the Property.

Prior to completion of construction of the Neon Boneyard Park, Tenant shall notify Landlord that Tenant is required to relocate the neon signs to their permanent location at the Neon Boneyard Park. Landlord shall cease all tours and other activities on the Property after such notification. After completion of construction of the Neon Boneyard Park, Tenant shall remove the fencing and restore the Property to its original condition.

Landlord acknowledges that while the neon signs are being moved from the Neon Museum to the Property and while the signs are being relocated from the Property to the Neon Museum, Tenant will have exclusive rights to access the Property and the Neon Museum shall not conduct tours or other activities on the Property.

3. INDEMNIFICATION. Subject to the limitations of liability set forth in Nevada Revised Statutes Chapter 41, Tenant hereby agrees to protect, indemnify, and hold Landlord and its respective officers, employees and agents (collectively the "Landlord Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Landlord Indemnitees may suffer or which may be sought against or are recovered

or obtainable from the Indemnitees, as a result of, or by reason of, or arising out of or in consequence of any negligent act or omission of Tenant or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Tenant or its officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Sublease.

Tenant expressly agrees, at its sole cost and expense, to defend the Indemnitees in any suit or action that may be brought against it or them, or any of them, by reason of any negligent act or omission against which the City has agreed to indemnify the Landlord Indemnitees. If the City fails so to do, the Landlord Indemnitees shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the City.

This indemnification specifically does **NOT** apply to Landlord's use of the Property while providing tours or other activities on the Property as described in Section 2.3 of this Sublease. Landlord agrees to agrees to protect, indemnify, and hold Tenant and its respective officers, employees and agents (collectively the "Tenant Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Tenant Indemnitees may suffer or which may be sought against or are recovered or obtainable from the Tenant Indemnitees, as a result of, or by reason of, or arising out of or in consequence of any negligent act or omission of Landlord or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Landlord or its officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Sublease.

Landlord expressly agrees, at its sole cost and expense, to defend the Tenant Indemnitees in any suit or action that may be brought against it or them, or any of them, by reason of any negligent act or omission against which the Landlord has agreed to indemnify the Tenant Indemnitees. If the Landlord fails so to do, the Tenant Indemnitees shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Landlord.

4. MISCELLANEOUS.

4.1 ASSIGNMENT AND SUBLETTING. Tenant shall be permitted to assign all rights under this Sublease to its contractors and agents performing the construction of the Neon Boneyard Park; however, Tenant shall have no rights to assign or encumber its interest in this Sublease to any entity not related to the construction of the Neon Boneyard Park without the written consent of Landlord.

4.2 PRIOR AGREEMENTS AND AMENDMENTS. This Sublease contains all of the agreements and understanding of the parties with respect to any matter covered or mentioned in this Sublease, and no other agreements or understandings shall be effective for any purpose. No provision of this Sublease may be amended or added except by a written amendment signed by both Landlord and Tenant.

4.3 NOTICES. Any notice or other communication required or permitted to be given under this Sublease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their

respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

LANDLORD: Nancy Deaner
The Neon Museum
821 Las Vegas Boulevard North
Las Vegas, NV 89101

TENANT: City of Las Vegas
Facilities Management/Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

4.4 TIME OF THE ESSENCE. Time is of the essence of this Sublease and each and every term, condition and provision hereof.

4.5 NO WAIVER: No waiver of any of the provisions of this Sublease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.6 ENTIRE AGREEMENT. This Sublease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

4.7 HEADINGS AND INTERPRETATION. Headings used in this Sublease are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Sublease shall include all sections and subsections related thereto.

4.8 CHOICE OF LAW. This Sublease and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

4.9 SEVERABILITY. If any term, covenant, condition or provision of this Sublease, or the application thereof to any person or circumstance, shall to any extend be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Sublease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

4.10 RELATIONSHIP OF THE PARTIES. The parties agree that their relationship is that of Tenant and Landlord, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Sublease be deemed to create any form or business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

4.11 DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Landlord warrants that it has disclosed that on the form attached as

Exhibit "B," all principals and partners of the Neon Museum, as well as all persons and entities holding more than a one percent (1%) interest in or any principal of the Neon Museum. Throughout the term hereof, the Neon Museum shall notify Tenant in writing of any material change in the above disclosure within 15 days of any such change.

4.12 ATTORNEYS' FEES. In the event that any party hereto institutes an action or proceeding relating to or arising out of this Sublease, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief forwarded.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Kistler 1/26/10
Deputy City Attorney Date

NEON MUSEUM

By: Nancy Deaner

Name: Nancy Deaner

Title: President, Neon Museum Board of Trustees

EXHIBIT A

CASHMAN CENTER

LEASE AGREEMENT # CC2837
LESSEE: THE NEON MUSEUM
ADDRESS: 821 LAS VEGAS BLVD N
LAS VEGAS NV 89101-2030
TELEPHONE: (702) 387-6366

This Lease Agreement made and entered into this 8th day of December, 2009, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, 3150 Paradise Road, Las Vegas, Nevada 89109, (702) 892-0711 (hereinafter referred to as "LVCVA") and LESSEE.

1. **Facilities Payment and Use:** NON-REFUNDABLE first payment of **NONE** to be paid at execution of this Lease Agreement. First payment credited when show is invoiced. Signed Lease Agreement is only valid if required first payment accompanies signed Lease Agreement upon return to the LVCVA. No interest will accrue by or be paid to Lessee on the first payment. Balance due upon receipt of invoice. Payment methods accepted include cash, check, money order, ACH, wire, and all major credit and debit cards; however the LVCVA reserves the right to restrict credit card transactions on past due accounts. INTEREST will be assessed at 1-1/2% per month on any balance due more than thirty (30) days after date of billing. See attached Exhibit "A" for rental rates, dates of tenancy, the Leased Premises, and other terms of this Lease Agreement. Payment of all prior LVCVA invoices is a condition precedent to the validity of this Lease. If Lessee fails to pay any amounts due and owing under any prior lease or invoice, the LVCVA will be under no obligation whatsoever to allow the Lessee to use or occupy any part of the Cashman Center.

2. **Conditions:** This Lease Agreement shall have no force or effect whatsoever unless and until executed by both parties, to wit: the Lessee and the President of the LVCVA or his designee. Lessee covenants and agrees to well and truly perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition subsequent to the effect of this Lease Agreement. Any alteration to this document unless executed by both parties will void this Lease Agreement.

The use of the facilities of Cashman Center herein described includes corridors necessary to accommodate patrons and seating in or a part of such facilities, together with such regularly provided electrical power, water and light, as may be reasonably required for use of said facilities. Reasonable heating and/or air conditioning shall be provided on show days only. The term reasonable shall be defined on a case-by-case basis in the sole and unfettered discretion of the LVCVA. Any additional requirements for heating and/or air conditioning must be approved by the LVCVA. The cost of any additional heating and/or air conditioning shall be paid by the Lessee. Concourse and entrance plaza areas are a portion of the Leased Premises that must be used concurrently with other shows, and within certain guidelines set forth from time to time by the LVCVA. Exhibit floor plan must be approved by LVCVA's Fire Safety Coordinator before sale of exhibit space to prospective exhibitors. Carpeted areas must be protected when used by Lessee. The Lessee shall not permit the Leased Premises to be used for lodging rooms or for any improper, immoral, illegal or objectionable purpose. The LVCVA reserves the right to use meeting rooms during move-in and move-out period and show days after show hours when Lessee is not using the same, such as at night, so long as rooms are in proper order as and when required by Lessee. LVCVA will hold Lessee harmless if the LVCVA uses meeting rooms when Lessee is not using the same. LVCVA will not use meeting rooms assigned to Lessee for Lessee's office space. The Lessee will be given notice and a reasonable opportunity to cure any default in their obligation under this Lease Agreement. The President of the LVCVA will have the final authority, but must act reasonably, to determine the appropriate action relating to any default under this Lease Agreement.

Any and all contractors of any tier ("Contractors"), that provide any goods or services for the Lessee or its sublessees of any tier, must enter into an agreement with the LVCVA, pay any and all fees and obtain the required insurance to work in the Cashman Center. Contractor's payment of any such fees and proof of such insurance is a condition precedent to the validity of this Lease Agreement.

If Lessee or any exhibitor so desires, upon written order of Lessee, the LVCVA will cause electric, gas or water service or connections to be installed, adjusted or effected as follows:

Electricity: One-half normal illumination will be allowed for move-in and move-out days. Additional lighting, heating and air conditioning requested by the Lessee will be assessed a charge based on actual usage. Full illumination will be permitted on day prior to show opening. The LVCVA agrees to make available to Lessee, through Lessee's agent (electrical contractor) up to its existing capacity, all electric power required, and the Lessee agrees that any agreement with Lessee's agent (electrical contractor) will require said agent (electrical contractor) to reimburse the LVCVA with up to a twenty-five percent (25%) surcharge on the regular electric outlet rental fee charged on all electric outlets and floodlight charges levied by Lessee or Lessee's agent (electrical contractor) on all power made available by the LVCVA. All electrical service provided to Lessee spaces will be included when calculating charges. Lessee further agrees that Lessee's agent (electrical contractor) will supply the LVCVA with duplicate copies of all electrical charges made by said agent (electrical contractor) to each exhibitor or to Lessee within thirty (30) days after expiration of the Lease Agreement for the purpose of verifying the up to twenty-five percent (25%) surcharge amount to be paid the LVCVA by said agent (electrical contractor) and upon said agent's (electrical contractor) failure to pay said amount, then Lessee hereunder agrees to pay the same to the LVCVA upon submission of the documentation supporting a statement for the amount due LVCVA hereunder.

Gas and Plumbing: At Lessee's expense, at the standard rate for connection and consumption of gas or water, as per schedule to be established from time to time by the LVCVA in accordance with the LVCVA's prevailing practice, and Lessee shall be responsible for all charges arising from such contracts. Lessee shall be responsible for expenses incurred by the LVCVA for Lessee or its exhibitors for which the LVCVA has accepted a written order from the Lessee. The above and foregoing approval shall apply to subcontractor(s) as well as contractors. A surcharge of up to twenty-five percent (25%) may be charged the installation contractor for such plumbing services.

3. **Exclusive Telecommunication, Newsstand, Gift Shop and Business Center Services:** The LVCVA reserves the sole and exclusive right to handle for the Lessee, and its sublessees, any telecommunications; newsstand; gift shop and business center services, including normal telephone services; cellular telephone services; Internet services of any kind; facsimile; copies; baggage holding; and any other services associated with telecommunications, newsstand, gift shop or business center activities. The Lessee, or its sublessee(s), shall have no right to contract out these goods and/or services. The LVCVA shall have the right to assign or contract out for these goods and/or services. The exclusion for gift shop goods and services shall not include the sale of show merchandise.

Concessions: Unless otherwise expressly stated to the contrary in this Lease Agreement, LVCVA reserves the sole and exclusive right to offer for sale on, in, or about the Leased Premises covered by this Lease Agreement, beverages of any type, food, souvenirs, or other merchandise of any sort, or LVCVA may contract for all such concession rights to any party or parties designated by LVCVA. Any concession rights granted in this Lease Agreement will be subject to existing concession contracts which exist between LVCVA and third parties. In no event will Lessee, its sublessee(s), exhibitors, agents, or guests, bring into the Cashman Center, or any of its facilities, any food, whether prepared or unprepared, or beverages of any kind whatsoever, including but not limited to alcoholic beverages, without the prior written consent of the President of the LVCVA. This section is not intended to restrict the free distribution of small quantities of product samples

from a designated exhibit space. All samples being distributed must be manufactured or produced directly by the exhibitor. Before any sample is provided by the exhibitor or Lessee pursuant to this paragraph, the Lessee shall notify the LVCVA's concession contractor and obtain approval for such distribution.

4. **Forfeiture:** If cancellation is made (either partial or complete cancellation), in addition to liquidated damages set forth below, then the non-refundable first payment amount called for on page 1 shall be forfeited by the Lessee in consideration of the LVCVA holding said dates for exclusive use of the Lessee and rendering the same unavailable for others. The Lessee further covenants that if any default is made in payment of the rent or any part thereof at the times above specified, or if any default is made in the covenants or agreements herein contained, this Lease Agreement at the option of the LVCVA shall cease and terminate, and the relation of the parties shall be the same in all respects as if said term had fully expired. The LVCVA may reenter the said Leased Premises and hold the same as of its former state therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession. The Lessee shall, notwithstanding such reentry, pay the full amount of said rental as herein agreed to be paid. If cancellation (either partial or complete) is made by Lessee, Lessee agrees to pay to the LVCVA, as liquidated damages, one hundred percent (100%) of the total rent amount as set forth on Exhibit A. Such payment will be due and payable immediately upon any partial or complete cancellation by Lessee. The LVCVA will make all reasonable efforts to re-lease the Leased Premises upon written notification of the Lessee's cancellation. Any and all rent received by the LVCVA as a result of any such re-leasing shall serve to refund back to Lessee any paid liquidated damages. Lessee shall not be entitled to receive any refund in excess of the liquidated damages paid by Lessee. The liquidated damages provisions in this paragraph are a consequence of the fact that the amount of actual damages resulting from Lessee's termination is impossible to ascertain. Any liquidated damages paid by the Lessee are not to be construed as a penalty. Lessee's payment of any above referenced liquidated damages shall be due and payable upon notification of any cancellation.

5. **Insurance:** Lessee agrees to obtain and furnish to the President of the LVCVA, at least thirty (30) days prior to the time of occupancy, a certificate showing that there is in effect a policy of a MINIMUM OF $1,000,000 combined single limit commercial general liability and automobile liability coverage, including broad form contractual liability in which the Lessee and the LVCVA are each named as insured or additional insured. Lessee shall obtain workers compensation insurance, and provide proof of the same to the LVCVA, for all employees of Lessee, and Lessee shall require any sublessee of any tier to obtain workers compensation insurance for any of sublessee's employees. The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Lessee. All insurance coverage shall be for full period of the Lessee's occupancy of the Cashman Center. Said insurance shall cover the entire Leased Premises of the Cashman Center, including parking lots, approaches and sidewalks. During the periods of multiple lessee occupancy, the Lessee shall only be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee will not do or permit to be done anything in or upon any portion of the Leased Premises, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Cashman Center or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there, nor shall Lessee (without written consent of the President of the LVCVA) put up or operate any engine or motor or machinery on the Leased Premises, excepting normal equipment utilized to set up and dismantle exhibits, or use of oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes. The President of the LVCVA may refuse to allow any use of the Cashman Center facilities during any period when such insurance is not in force.

6. **Indemnity:** The Lessee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Cashman Center Leased Premises) occurring in or upon any portion of the Cashman Center leased or used by Lessee which are caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee shall defend, indemnify and hold harmless LVCVA, excepting loss by negligent acts of LVCVA, its officers, employees, and agents, from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Lessee's use or occupancy of the Leased Premises or from any breach by Lessee of any condition of this Lease Agreement, or from any act or omission of Lessee, its sublessees, or their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. The Lessee specifically will indemnify, defend and hold the LVCVA harmless for any actions taken by the Lessee or its subcontractors, related to the removal of individuals or groups from the Leased Premises. The LVCVA shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by Lessee, excepting loss by negligent acts of the LVCVA, its officers, employees and agents, or any other entity when the claims for damages or injuries are incident to, arise from or are in any way connected with Lessee's use or occupancy of the Leased Premises or any portion of the Cashman Center, or for any act or omission of Lessee, its sublessees, their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. However, this contract shall not provide any right for any person, firm, corporation, or association who is not a party to this Lease Agreement. To the extent permitted by law, the LVCVA shall defend, indemnify, and hold harmless Lessee, its officers and employees from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are solely caused by an act or omission of the LVCVA or its employees.

7. **Waiver of Liability and Waiver of Subrogation:** The LVCVA shall not be responsible for any damage or injury that may happen to the Lessee or to the Lessee's agents, servants, employees or property from any cause whatever, excepting loss by negligent acts by LVCVA, its servants or employees, during the period covered by this Lease Agreement, and the said Lessee hereby expressly releases said LVCVA from and agrees to indemnify and defend the LVCVA against any and all claims for any such loss, damage or injury. The LVCVA and Lessee agree to waive the right of subrogation by their insurance carriers, when allowed by said insurance carrier, to recover loss sustained under the respective insurance contracts for real and personal property, and Lessee agrees that each sublease shall require of the sublessee a similar waiver of right to subrogation under their insurance contracts, when allowed by sublessee's insurance company.

8. **Services:** (a) The LVCVA will furnish additional services to the Lessee such as equipment, materials, technicians, etc. (to the extent of the LVCVA's available inventory and at current rates) on the following terms and conditions: Normal service, but not including technicians, stagehands, electricians, public address system operators, projectionists, guards and other personnel not normally members of the staff of the LVCVA. The LVCVA further reserves the right to name all technicians who will operate the LVCVA's equipment, and the Lessee shall pay for same.

(b) LVCVA services personnel will clean the show management's common use public areas including uncarpeted registration area, meeting rooms (when used for meetings only) and restrooms. Trash containers will be provided in public areas, placed at strategic locations, and serviced with concurrence of show management. These services are at no extra cost to Lessee.

(c) All janitorial and cleaning services (except as described in b) beginning with the first day of move-in, during show days, and through the final day of move-out shall be the responsibility of the Lessee. As part of Lessee's contract with its service contractor(s), the Lessee shall require said service contractor(s) to remove all trash in the public areas, exhibit halls, meeting rooms, theatre, stadium, and the exterior of Cashman Center which is used by the Lessee; except as specified herein.

(d) Additional services within the Cashman Center capabilities will be provided, if requested, and charges for labor and equipment will be invoiced at current rates.

(e) Meeting Rooms - One time setup per day - includes lights, heat, air, custodial and sound service (to the extent of available inventory). Lessee agrees to pay minimum daily room rate for any changeovers or revised room setups.

(f) Care of Leased Premises: Lessee, at Lessee's own expense, shall keep the Leased Premises in a safe, sanitary and sightly condition in good repair, and shall restore and yield the Leased Premises back to the LVCVA upon the expiration or termination of this Lease in good condition and repair, ordinary wear and tear and damage by the elements, fire or act of God, or by other cause beyond the control of Lessee excepted. If the Leased Premises can be restored (without causing or constituting a termination of the privilege or an interference for the possession of the Leased Premises by Lessee) the LVCVA may do all things necessary to restore the Leased Premises to the condition required, including but not limited to, removal of signs, balloons, tape, and other things not removed by Lessee, its sublessees, or their respective servants, agents, employees, invitees, licensees or contractors charging the actual cost thereof to Lessee.

9. **Expiration of Occupancy:** At the expiration of occupancy hereinabove set forth, the Lessee shall quit and vacate the Leased Premises of the Cashman Center and return to the President of the LVCVA all equipment and facilities procured from the President of the LVCVA, which Leased Premises, equipment and facilities shall be in as good condition and repair as before the Lessee's use thereof except for wear from ordinary use. In the event the Lessee holds over and fails to surrender possession of the Leased Premises at the time herein agreed, then and in that event, the Lessee agrees to pay for the hold-over period at triple the rate herein provided for original term, and the same does not preclude the LVCVA from collecting other damages in the event damages do occur to the LVCVA as a result of such hold-over. If Lessee vacates the Leased Premises prior to the expiration of the contracted time of occupancy, the LVCVA will assume beneficial control of said Leased Premises and this Lease Agreement will terminate and the daily rate, if any, will not be charged by LVCVA.

10. **Property Left on Leased Premises:** The Lessee shall remove from the Leased Premises of the Cashman Center, on or before the termination of occupancy hereinabove agreed, all property, goods, and effects belonging to the Lessee or sublessees, or caused by Lessee to be brought upon the said Cashman Center. If any such property is not removed at the above stated time, the President of the LVCVA shall have the right to store or cause to be stored any such property, for which the Lessee agrees to pay a reasonable fee and all expenses incurred. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of such stored property.

11. **Lost Articles:** The President of the LVCVA, or his representatives, shall have the sole right to collect and have custody of articles left in the building or parking lots by persons attending any performance, exhibition or entertainment event given or held on the Cashman Center, and the Lessee shall not collect nor interfere with the collection or custody of such articles by the LVCVA. Lost articles will be returned upon proper identification of article and owner according to policies established by the LVCVA. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of lost articles.

12. **Compliance with Laws:** The Lessee, and the LVCVA, shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas, State of Nevada, and wherever applicable, all rules, regulations of any governmental entity having jurisdiction and policies and criteria established by the LVCVA for the use of the facilities under the jurisdiction of the LVCVA, and the Lessee will not suffer or permit to be done anything on the Leased Premises in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. This Lease Agreement incorporates by reference the rules and regulations set forth in the LVCVA's Building Users Manual. The Lessee shall be responsible to provide readily achievable access to the show and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Lessee to submit to the LVCVA in writing, a list of independent service companies (e.g. installation and dismantle companies, florists, modeling agencies, or other exhibitor appointed contractors) who are providing a service to exhibitors or show management. The Lessee shall be responsible for said companies to be properly licensed and insured prior to entering the Leased Premises of the Cashman Center. The Lessee shall secure compliance with all state and federal laws and/or regulations from any exhibitor who seeks to install its own booth ("Exhibitor"). Lessee shall ensure that the Exhibitor shall comply with all laws, rules and regulations related to booth installation and dismantling. Lessee shall obtain from such Exhibitor a commercial general insurance policy in the amount of, at least, Two Hundred and Fifty Thousand Dollars ($250,000.00), which names the LVCVA and Lessee as additional insureds.

13. **Hazardous Materials:** Lessee, and its sublessees, are responsible for the proper care, handling, security, removal, and disposal of all hazardous materials brought to the Cashman Center by the Lessee or its sublessees, as required by current Environmental Protection Agency, or other applicable standards in effect at the time of occupancy. Upon request by LVCVA, the Lessee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Leased Premises will be paid by the Lessee.

14. **Licenses:** Lessee shall obtain all permits or licenses required by laws, ordinances, rules and regulations mentioned herein and shall secure such permits, and shall not suffer to be done anything on the Leased Premises during the term hereof in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Lessee is called to any such violation on the part of the Lessee or of any person employed by or admitted to the Leased Premises by the Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

15. **Child Care:** Lessee shall not allow any type of child care facility to be operated on the Leased Premises.

16. **Signs and Posters:** Lessee shall not post or exhibit, or allow to be posted or exhibited, any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the Leased Premises, except upon such space as is made available for such purpose by the LVCVA, and Lessee will use, post or exhibit only such signs, advertisements, show bills, lithograph posters or cards upon said billboards as relate to the performance or exhibition to be given under this Lease Agreement and which meet the approval of the President of the LVCVA, and such approval shall not be unreasonably withheld.

17. **Advertising:** Advertising will not be allowed in the public areas of the Cashman Center without payment of additional compensation as fixed by Exhibit "A" and approved by the LVCVA. The LVCVA may require Lessee to provide a copy of each advertising contract and/or invoice related to the advertising sold by Lessee and located in the public areas of the Cashman Center. The LVCVA will sell advertising in the public areas of the Cashman Center and the Lessee will have no rights thereto.

18. **Security:** Lessee shall be responsible for complete security in all areas leased or used by Lessee, including exhibit areas, meeting rooms, loading dock areas, emergency exits, from the time of initial occupancy until completion of move-out. Such services will be at the expense of the Lessee. All security arrangements are subject to approval by the LVCVA, and such approval shall not be unreasonably withheld. Lessee will provide a security placement plan for stationary or roving posts to the LVCVA's Director of Security at least thirty (30) days prior to show opening. The LVCVA maintains twenty-four (24) hour security for protection of building perimeter. Only licensed Nevada security agencies and security guards that comply with LVCVA requirements will be used. The use of voluntary security is not permitted.

19. **Parking/Parking Lots:** If the Lessee is leasing parking lot(s) pursuant to this Lease Agreement and using the parking lot(s) for anything other than the parking of motor vehicles, the Lessee shall provide the LVCVA, within sixty (60) days prior to the first show day, specific details as to the use of the parking lot(s). Any non-parking use of the parking lot(s) by Lessee is subject to the LVCVA's sole and unfettered approval, and if disapproved, the Lessee's right to possession of the subject parking lot(s) may be terminated by the LVCVA without liability. The parking facilities, unless specifically leased by the Lessee, shall be under the direct and exclusive control of LVCVA. The Lessee shall not rely upon the availability of any parking lot or parking facility.

20. **Seating Capacity:** Lessee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity or authorized occupancy load of the facility or facilities hereinabove described. Standing room is prohibited. The Lessee shall not admit to the Leased Premises a larger number of persons than the seating capacity or authorized occupancy load thereof will accommodate or can safely or freely move about in said leased area. The LVCVA, being charged by law with operation of the Cashman Center, and in doing so, has the right to attend all functions. Lessee acknowledges this requirement for such seating as may be required by LVCVA and agrees to honor the same upon request of the President of the LVCVA.

21. **Access to Leased Premises:** The LVCVA reserves for its representatives, agents and concessionaires, free access and right to enter any portion of the Cashman Center, including the Leased Premises. The Cashman Center, including the Leased Premises hereby and the keys thereof, shall at all times be under the control of the President of the LVCVA or his designee. The Lessee shall not use the lobbies for any purpose whatsoever without express written permission from the LVCVA. Any labor demonstrations, protests, or picketing are subject to a Consent Decree and the Lessee's rights to these public areas are limited thereby.

22. **Objectionable Persons:** The LVCVA, through its President and its agents and employees, reserves the right to eject any objectionable person or persons from the Cashman Center or any part thereof, if in the sole determination of LVCVA such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the President of the LVCVA, its agents or Metropolitan Police, Lessee specifically waives any right to any claim for damages against the LVCVA for such actions. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to any cause to which this section applies.

23. **Force Majeure:** If the (a) Cashman Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Leased Premises for the purposes and during the periods specified in this Lease Agreement, or (b) if the use of the Leased Premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the LVCVA, then this Lease Agreement shall terminate and Lessee hereby waives any claim against the LVCVA for damages by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by LVCVA to Lessee. The LVCVA shall, within a reasonable time, provide notice to Lessee of any event to which this section applies.

24. **Evacuation/Emergency Cancellation:** It is mutually agreed by and between the parties that in the event the Cashman Center, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence that could cause substantial bodily injury or substantial property damage, actual or threatened, the LVCVA may cancel all or part of Lessee's event and the Lessee, for itself and for its successors and assigns, shall and does hereby release the LVCVA and all officials, officers, representatives, agents, employees and servants of the LVCVA from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation, direction to evacuate or cancellation. The Lessee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation, direction to evacuate or cancellation, to indemnify and hold harmless the LVCVA, their officials, officers, representatives, agents, employees and servants from any and all claims that may be asserted by third parties for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of Lessee's activities related to such evacuation, direction to evacuate or cancellation. Under emergency circumstances, the President of the LVCVA, or his designee, shall regain complete control of the Cashman Center. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to emergency evacuation or cancellation.

25. **Scheduling and Time of Essence:** Unless otherwise specified in writing, the President of the LVCVA shall be privileged to book similar events at any time. Time, including, without limitation, time of payment of monies due from Lessee, shall be of the essence of this Lease Agreement.

26. **Acceptance of Leased Premises:** Lessee and LVCVA shall jointly inspect the Leased Premises and its equipment prior to move-in to determine whether the Leased Premises is in all respects in proper condition for the uses contemplated by Lessee. Lessee and LVCVA shall jointly inspect the Cashman Center during move-out to determine whether any changes have occurred in the condition of the Cashman Center and/or its equipment, ordinary wear and tear excepted, which are directly attributable to Lessee's occupancy and use.

27. **Reentry Right:** Lessee agrees that if the Leased Premises or any part thereof shall become vacant during the said term, the LVCVA or its representatives may reenter the same either by force or otherwise without being liable for any prosecution therefor, and may at its option relet the said Leased Premises as the agent of the Lessee and receive the rent therefrom, applying the same first to payment of such expenses as may be incurred in reentering and reletting said Leased Premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to the Lessee, and Lessee covenants that charges herein agreed to be paid remaining after deducting the net rental resulting from such reletting shall be paid by Lessee. However, nothing herein contained shall be construed as imposing any obligation on the LVCVA to so relet or attempt to relet the said Leased Premises or in any way affect the obligation of the Lessee to pay the full amount of said rental in case said Leased Premises shall not be so relet.

28. **Television and Broadcasting:** No artistic performance or sporting event presented in the Cashman Center shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between the Lessee and the LVCVA respecting the times and media of such broadcast, such additional compensation to the LVCVA as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by the Lessee. This section does not restrict the normal production of audio or videotapes of meeting or seminar sessions for distribution or resale to attendees or Association membership.

29. **Copyright and Trademark Indemnification:** Lessee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Lease Agreement unless the Lessee and/or its sublessees have previously thereto obtained written permission from the copyright or trademark holder. Lessee acknowledges that Lessee acts under this Lease Agreement as an independent contractor, charged with the responsibility in Lessee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Lessee deems appropriate and that Lessee undertakes strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Lessee warrants that in the performance of this Lease Agreement Lessee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Lessee will indemnify, save and hold harmless the LVCVA and its officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. Lessee authorizes the withholding of payment from the LVCVA under this Lease Agreement pending final disposition of any claim which may result from the foregoing indemnification.

30. **Royalties and Claims:** Lessee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Lessee, its agents, employees, sublessees or licensees upon or within the Cashman Center, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Lessee

agrees to hold harmless the LVCVA, its agents and employees, against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Lessee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

31. **Assignments/Arbitration Clause:** Neither this Lease Agreement nor any rights of the Lessee hereunder may be assigned by Lessee without the consent of the LVCVA, by and through its President. Any dispute, cause of action or claim for relief, between the LVCVA and Lessee (including any sublessee), regarding the terms, enforcement, interpretation, administration or performance of this Lease Agreement shall be submitted to the Nevada Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in Nevada Revised Statutes 38.010 et.seq.

32. **Binding Effect of Lease Agreement:** All terms and conditions of this Lease Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Lease Agreement. Lease Agreement must be signed and returned by thirty (30) days from date of issue. Failure to comply will void the terms and conditions of the Lease Agreement. Any alteration of the terms of this Lease Agreement in any manner will void the Lease Agreement.

33. **Governing Law/Merger Clause:** The parties to this Lease Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. Except as provided herein, this Lease Agreement shall be interpreted and enforced under Nevada Law, and this Lease Agreement can only be interpreted in the State or Federal courts in the State of Nevada. Lessee, by signing this Lease Agreement, submits to the jurisdiction of any and all Nevada Courts. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Lease Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Lease Agreement shall be construed to be drafted by both the LVCVA and the Lessee.

34. **Subleasing of Leased Premises:** The Lessee may sublease the Leased Premises to exhibitors and other entities related to its convention or trade show. The Lessee may not sublease any part of or the entire Leased Premises to another convention or tradeshow without the express written permission from the LVCVA.

35. **Miscellaneous Terms:** If pavilions are used by Lessee in the parking lots, the Lessee is responsible for any damage or claims made as a result of the pavilion contractor's actions or inactions. Pavilions shall be constructed pursuant to any Fire Code requirements. The Lessee may not place exhibits in any rain water swale area. Any repairs made to the Cashman Center parking lots must meet LVCVA specifications. Exhibits and/or pavilions may not be left in place following the expiration of lease dates, without express written permission from the LVCVA and financial compensation paid to the LVCVA. The Lessee shall not hang or attach anything to the roof system of the Cashman Center without complying with the LVCVA's rigging plan. Lessee is responsible for insuring that the overall rigging plan is done in accordance with the suspended load limits procedure as prepared by LVCVA's structural engineering consultant. Lessee will insure that the weight load limits are not exceeded. Lessee will supply the LVCVA with the name of the person in charge of rigging. This person must obtain authorization for such rigging plans from the LVCVA seven (7) days prior to starting work. The Lessee must obtain written permission from the LVCVA for special or unusual rigging weights or motor apparatus.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, and acknowledge that this Lease has been read in its entirety.

THE NEON MUSEUM

By: _____

Date: 12.22.09

Attest: _____

Date: _____

CASHMAN CENTER
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: _____
PRESIDENT/CEO

Date: 12/31/09

By: _____
LEGAL COUNSEL

MS 12/10/09
Initial Date

NFR 12/8/09
Initial Date

jjr (12/08/09)

PLEASE SIGN AND RETURN BOTH COPIES OF THE LEASE AGREEMENT BY **DECEMBER 28, 2009** FOR EXECUTION BY THE LVCVA.
A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.

EXHIBIT B

DISCLOSURE OF PRINCIPALS

The Board of Directors of the Neon Museum and principals and partners and entities holding more than 1% interest in the Neon Museum are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Bill Marion	821 Las Vegas Blvd. N. LV 89101	(702) 387-6366
2. Helen Towlerton	same as above	same as above
3. Nancy Deaner	same as above	same as above
4. Dorothy Wright	same as above	same as above
5. Dr. Stephanie Youngblood	same as above	same as above
6. Rob McCoy	same as above	same as above
7. John Nelson	same as above	same as above
8. Suzanne Couture	same as above	same as above
9. Michael Crandall	same as above	same as above
10. Lois Tarkanian	same as above	same as above
11. Donna Engellenner	same as above	same as above
12. Cathie Kelly	same as above	same as above
13. Patrick Duffey	same as above	same as above
14. Bonnie Fogel	same as above	same as above
15.		

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

The Neon Museum

By: Nancy Deaner

Title: President, Board of Trustees

Subscribed and sworn to before me this

26th day of January, 2010.

Carolyn Marinello

Notary Public

CAROLYN MARINELLO
Notary Public State of Nevada
No. 94-0918-1
My appt. exp. March 10, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding an Amendment to Disposition and Development Agreement between City Parkway V, Inc., and Palmer City-Core Union Park Hotel, LLC, to undertake the development of a boutique hotel on Parcel G in Symphony Park located on a portion of the undeveloped lot, which is north of Symphony Park Avenue, east of Promenade Place, south of Carson Avenue and west of City Parkway (a portion of APN 139-34-110-009) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
City Council approved the original Disposition and Development Agreement on March 19, 2008. The parties wish to extend the Agreement for two years, until February 27, 2012, with two additional one-year extensions available to the developer if the recession persists, market conditions are not right to begin a high-end boutique hotel, and financing is not yet available to begin construction.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Amendment to Disposition and Development Agreement
2. Disclosure of Principals
3. Site Map

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("*Amendment*") is entered into as of the ____ day of _____, 2010 by and between CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company ("*Developer*"). CPV and Developer may be referred to herein singularly as a "P*arty*" and collectively as the "P*arties*".

WITNESSETH:

WHEREAS:

A. The Parties have entered into that certain Disposition and Development Agreement approved on March 19, 2008 by the City Council pursuant to which the Parties have agreed to the terms and conditions whereby CPV agrees to sell the Site to Developer and Developer agrees to purchase and develop the Site (the "*Agreement*").

B. For good and valuable consideration, the Parties mutually desire to modify the Agreement to provide for the (i) extension of the Close of Escrow, (ii) modification of the Developer Schedule of Performance and the CPV Schedule of Performance and (iii) modification of other terms contained in the Agreement relating to the sale, purchase and development of the Site.

C. In connection there with, the Parties have entered into this Amendment in order to set forth their mutual agreement as to the amendment and modification of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Definitions. Any capitalized terms set forth in this Amendment that are not defined in this Amendment shall have the same definitions as set forth in the Agreement.

2. Close of Escrow. The Parties mutually desire to extend the date for the Close of Escrow and to provide Developer with certain rights to further extend the date for the Close of Escrow. In connection therewith the Parties hereby agree as follows:

(a) The Parties hereby agree that the definition of Closing Date in the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

> "*Closing Date*" means February 27, 2012 as such may be extended or accelerated by Developer pursuant to Section 10.1 below and Section 6.3(d)(ii) below.

(b) The Parties hereby agree that Section 10.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

10.1 Closing Date; Reporting Requirements.

(a) Provided that (i) Developer and CPV are not in material default under this Agreement, which default has not been cured after receipt of all required notices and the expiration of all applicable cure periods, and (ii) all conditions precedent to the Close of Escrow have occurred, the Close of Escrow shall occur on the Closing Date, subject to Developer's rights to extend or accelerate the Closing Date as set forth in Sections 10.1(b) and 10.1(c) below and extend the Closing Date pursuant to Section 6.3(d)(ii) above. CPV and Developer agree to perform all acts necessary in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) The Parties agree that Developer shall have two options to extend the Closing Date (the "*Extension Options*") as follows:

(i) Provided that at the time Developer exercises the first Extension Option Developer is not in material default of this Agreement which default has not been cured after receipt of all required notices and the expiration of all applicable cure periods, Developer shall have the first right to extend the Closing Date to February 27, 2013 by giving CPV written notice of the exercise of such option at anytime after October 1, 2011 but in no event later than February 1, 2012. Developer agrees that in the event Developer intends to exercise the first Extension Option, Developer shall make a presentation to the City Council as to the status of the hotel market nationally and locally; the feasibility of financing for the Project and the hotel segment in general; and such other information in Developer's possession reasonably requested by CPV, provided, however, that Developer shall not be required to engage or commission any third party reports or studies. Such presentation shall be made prior to the exercise of the first Extension Option. CPV agrees to assist Developer in submitting such report for an agenda of the City Council.

(ii) In the event Developer exercises the option to extend the Closing date as set forth in Section 10.1(b)(i) and provided that at the time Developer exercises the second Extension Option Developer is not in material default of this Agreement which default has not been cured after receipt of all required notices and the expiration of all applicable cure periods, Developer shall have a second and final right to extend the Closing Date to February 27, 2014 by giving CPV written notice of the exercise of such option at anytime after October 1, 2012 but in no event later than February 1, 2013. Developer agrees that in the event Developer intends to exercise the second Extension Option, Developer shall make a presentation to the City Council as to the status of the hotel market nationally and locally; the feasibility of financing for the Project and the hotel segment in general; and such other information reasonably in Developer's possession requested by CPV, provided, however, that Developer shall not be

required to engage or commission any third party reports or studies. Such presentation shall be made prior to the exercise of the second Extension Option. CPV agrees to assist Developer in submitting such report for an agenda of the City Council. Developer agrees that in the event Developer fails to exercise the first Extension Option pursuant to Sections 10.1(b)(i), Developer's right to exercise the second Extension Option shall automatically be null and void.

(iii) Developer agrees that it shall have no other rights to extend the Closing Date except as provided in Sections 10.1(b)(i) and 10.1(b)(ii) and 6.3(d)(ii) of this Agreement. In the event Developer fails to exercise the first or second Extension Option, as the case may be, Developer agrees that date for the Close of Escrow shall be the Closing Date then in effect except as provided in Section 6.3(d)(ii) of this Agreement.

(c) Provided that Developer is not in default of this Agreement, Developer shall have the right to accelerate the Closing Date by providing CPV with written notice no less than ninety (90) days prior to the Closing Date selected by Developer.

(d) In consideration of CPV's agreement to extend the Closing Date and grant the Extension Options, Developer agrees to perform the following reporting obligations:

(i) Developer shall provide to CPV written updates on a quarterly calendar basis of the local hotel market, availability of financing for development of the Project, the state of local market conditions for hotel developments, key market data, a summary of Developer's efforts in connection with the Project and such other information in Developer's possession as reasonably requested by CPV, provided, however, that Developer shall not be required to engage or commission any third party reports or studies. Such reports shall be in a format approved by CPV which approval shall not be unreasonably withheld. The first report shall be submitted for the first quarter of 2010 and all such reports shall be submitted no later than sixty (60) days after the last day of each calendar quarter.

(ii) In addition, Developer agrees to meet with each of the Mayor of the City and the council person for Ward 5 of the City at least twice each calendar year to provide each an update on the status of the Project. Such meetings shall be on dates and at times as mutually agreed by the Parties.

3. Earnest Money Deposit. The Parties agree that Section 5.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

5.1 Earnest Money Deposit. CPV and Developer acknowledge that Developer has deposited with Escrow the sum of Four Hundred Eighty-four Thousand Three Hundred Forty-eight Dollars ($484,348.00) (the "*Earnest Money*

Deposit"). The Earnest Money Deposit shall be applied in payment of the Purchase Price at the Close of Escrow. All interest paid on the Earnest Money Deposit including the ENA Deposit shall inure to the benefit of Developer and the term "Earnest Money Deposit" shall include any and all interest accrued thereon form time to time. Developer agrees that except for (i) Developer's right to terminate this Agreement pursuant to Section 6.3(d)(ii) above and (ii) the occurrence of a CPV event of default as defined in Section 17.3 below, the Earnest Money Deposit is nonrefundable in all respects and events.

4. Developer Schedule of Performance; Block Plan Approval.

(a) The Parties mutually desire to update Exhibit "E" to the Agreement to reflect the status of work completed by Developer in connection with the Project and to provide for tasks which remain to be completed by Developer and the modifications set forth in this Amendment. In connection therewith, the Parties agree that Exhibit "E" to the Agreement is hereby deleted in its entirety and Substitute Exhibit "E" to this Amendment is hereby substituted in lieu thereof and hereby incorporated into the Agreement.

(b) Developer acknowledges that it has received approval of Developer's Block Plan by the UPDRC as required by Section 6.3(a) of the Agreement and Developer no longer has a right to terminate the Agreement pursuant to Section 6.3(a) of the Agreement. Accordingly, the Parties hereby agree that Section 6.3(a) of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

(a) RESERVED

In addition, the Parties hereby agree that the definitions "*PAC Agreement*" and "*PAC Commencement Date*" are hereby deleted in their entirety from the Agreement.

5. CPV Schedule of Performance.

(a) The Parties mutually desire to update Exhibit "L" to the Agreement to reflect the status of work completed by CPV in connection with the Project and to provide for tasks which remain to be completed by CPV and the modifications set forth in this Amendment. In connection therewith, the Parties agree that Exhibit "L" to the Agreement is hereby deleted in its entirety and Substituted Exhibit "L" to this Amendment is hereby substituted in lieu thereof and hereby incorporated into the Agreement. In addition, the Parties agree that in order to correct a reference in the definition "*CPV Schedule of Performance*" in the Agreement to the wrong Exhibit to the Agreement, the definition of CPV Schedule of Performance is hereby deleted in its entirety and the following substituted in lieu thereof:

"*CPV Schedule of Performance*" means the schedule of performance for CPV set forth on Exhibit "L" attached hereto.

In addition, the Parties agree that Exhibit "C" to the Declaration is hereby deleted in its entirety and Substituted Exhibit "C" to this Amendment is hereby substituted in lieu thereof and hereby incorporated into the Declaration.

(b) The Parties hereby agree that Section 6.3(d)(ii) and Section 6.3(d)(iii) are hereby deleted in their entirety and the following substituted in lieu thereof:

(ii) (A) Developer agrees to notify CPV up to ten (10) months prior to, but no less than sixty (60) days prior to, the then effective Closing Date that it intends to proceed to Close of Escrow at the then effective Closing Date. Within thirty (30) days of such notice, CPV shall notify Developer as to whether CPV intends to commence and complete the Phase II Infrastructure as set forth in the CPV Schedule of Performance. In the event CPV notifies Developer that it intends to complete such Phase II infrastructure pursuant to the CPV Schedule of Performance, CPV thereafter shall proceed to commence and complete the Phase II Infrastructure as set forth in the CPV Schedule of Performance. CPV's obligation to construct the Phase II Infrastructure shall be subject to Unavoidable Delays. Developer agrees that in the event CPV agrees to construct the Phase II Infrastructure, then any unexercised Extension Options shall automatically be null and void and Close of Escrow shall occur on the then effective Closing Date. Developer acknowledges that in the event Developer provides written notice to CPV under this paragraph (ii) at a time that is less than ten (10) months between the time of the notice and the then effective Closing Date, that (x) portions of the construction of Phase II Infrastructure shall be constructed after the Closing Date and (y) notwithstanding, Developer shall still be obligated to proceed with the Close of Escrow on the then effective Closing Date.

(B) In the event that CPV notifies Developer that it is not then prepared to construct the Phase II Infrastructure, then Developer shall have the following sole and exclusive right and remedy in connection therewith:

(1) Allow this Agreement to remain in full force and effect in which case (x) the Closing Date shall be extended by one (1) day for each one (1) day that lapses until CPV notifies that CPV will construct the Phase II Infrastructure pursuant to the CPV Schedule of Performance and (y) the dates set forth in Section 10.1(b) for the exercise of any Extension Options shall be extended by one (1) day for each one (1) day that lapses until CPV notifies that CPV will construct the Phase II Infrastructure pursuant to the CPV Schedule of Performance; and

(2) Terminate this Agreement at anytime in which case Developer shall receive a refund in full of the Earnest Money Deposit and all interest accrued thereon. Upon such termination, this Agreement shall be null and void and the Parties shall have no further obligations or liabilities hereunder.

(iii) Developer agrees to cooperate with CPV making application for any approvals or services required for the Project, including, without limitation,

application to Nevada Energy for reservation of power service for the Project in sufficient time to support Developer's development schedule for the Project. CPV acknowledges that Developer's application with Nevada Energy currently remains open. CPV agrees that in the event such application expires or is otherwise terminated that Developer shall not be in default of this Agreement, provided, however, that Developer thereafter will make such applications to Nevada Energy at such time as Developer determines necessary to provide power service to the Project.

(c) The Parties agree that the following definition is hereby inserted into the Agreement:

"*Unavoidable Delays*" means delays in completion of Phase II Infrastructure actually resulting from any of the following (provided that such delay is beyond CPV's reasonable control): labor stoppage, materials shortage, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure or lack of utilities, or a court order which causes a delay (unless resulting from disputes between or among CPV, present or former employees, officers, members, partners or shareholders of CPV or affiliates of CPV (or present or former employees, officers, partners, members or shareholders of such affiliates) of CPV. In no event shall any of the following constitute an Unavoidable Delay with respect to CPV: (i) CPV's financial condition or inability to fund or obtain funding or financing, (ii) any change in the management or ownership of CPV or (iii) the application to CPV of any applicable law, rule or regulation. An extension of time for an Unavoidable Delay shall only be for the period of the greater of (i) the Unavoidable Delay or (ii) the actual impact on the schedule of completion of construction if greater than the period of Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

6. Symphony Park Documents.

(a) The Parties acknowledge that the name of Union Park has been changed to Symphony Park. In connection therewith the Parties agree that (i) the definitions on the Agreement of "*Union Park*" and "*Union Park Documents*" are hereby deleted in their entirety and the following substituted in lieu thereof:

"*Symphony Park*" is that certain real property described on Exhibit "F" attached hereto.

"*Symphony Park Documents*" has the meaning set forth in Section 6.4.

In addition, the Parties hereby agree that (i) except for the reference to "Union Park" in Developer's actual name in the opening paragraph of the Agreement, in the definition of "*Developer*", in Section 3.2 of the Agreement, in Section 18.5 of the Agreement and in

Developer's signature block, all references in the Agreement to "Union Park" are hereby changed to "Symphony Park", (ii) all references in the Agreement to "Union Park Documents" are hereby changed to "Symphony Park Documents and (iii) all references in the Agreement to "Union Park Master Association" are hereby changed to "Symphony Park Master Association". In addition, the Parties agree that they shall make conforming changes to the Declaration to reflect the name change to Symphony Park prior to the Close of Escrow.

(b) The Parties agree that Section 6.4 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

> 6.4 Symphony Park Documents. Developer and CPV agree that the Site and the Project shall be part of the Symphony Park Master Association and in connection therewith the Site and the Project shall be subject to (a) the Charter for Symphony Park recorded against Symphony Park December 16, 2009 in the Official Records of Clark County, Nevada in Book 20091216 as Instrument No. 00606, including the rules and regulations of the Symphony Park Master Association adopted from time to time and any supplements thereto; (b) the Restated Articles of Incorporation of the Symphony Park Master Association, Inc.; (c) the restated by-laws of the Symphony Park Master Association; (d) the Design Standards; (e) the Declaration of Shared Parking Covenants, Conditions and Restrictions for Symphony Park, (f) that form of Supplement to Community Charter for Symphony Park Relating to the Construction and Operation of a Private Roadway Supplement for the Private Road and (g) that form of Private Roadway Construction Agreement (collectively referred to herein as the "*Symphony Park Documents*"). True and correct copies of the Symphony Park Documents have been delivered to Developer as group Exhibit "M" to this Agreement. Developer agrees to accept title to the Site subject to the Symphony Park Documents.

The Parties agree that attached to this Amendment is group Exhibit "M:" which is hereby incorporated into the Agreement.

7. Conditions to Obligations to Close. The Parties agree that Section 10.2(c) is hereby deleted in its entirety and the following substituted in lieu thereof:

> (c) this Agreement has not been terminated pursuant to Section 6.3(d)(ii).

The Parties further agree that Section 10.3(d) is hereby deleted in its entirety and the following substituted in lieu thereof:

> (c) this Agreement has not been terminated pursuant to Section 6.3(d)(ii).

8. Miscellaneous.

(a) Except as amended by this Amendment, the Agreement is and shall remain in full force and effect.

(b) This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Each counterpart of this Amendment shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

(c) If there is any conflict between any of the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall control.

(d) The effective date of this Agreement shall be the date of approval of this Agreement by the City Council.

(e) The captions contained in this Amendment are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(f) Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(g) The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

SIGNATURES ON NEXT PAGE

CPV

CITY PARKWAY V, INC, a Nevada corporation

By_____
Elizabeth Fretwell, President

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____, ESQ
Date
1/14/10

DEVELOPER

PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company

BY: Mill Creek Hospitality LLC,
a Managing Member

By:_____
Charles R. Palmer, Manager

BY: City-Core Hospitality, LLC,
a Managing Member

By: City-Core Development, Inc.,
its Manager

By:_____
Richard H. Kaufman, President

EXHIBITS

Substituted Exhibit "C"	Schedule of CPV Infrastructure Improvements to the Declaration
Substituted Exhibit "E"	Developer Schedule of Performance
Substituted Exhibit "L"	CPV Schedule of Performance
Group Exhibit "M"	Symphony Park Documents

Substituted Exhibit "C" to Declaration of Special Land Use Restrictions,

Option to Repurchase and Infrastructure Agreement

Between

CITY PARKWAY V, INC. and PALMER CITY-CORE UNION PARK HOTEL, LLC

CPV Schedule of Infrastructure Improvements

Record of Survey

To be recorded on or before: Completed.

Phase I Infrastructure

Phase I infrastructure encompasses the southern half of Symphony Park from the southern most portions of Parcels C, G, and N. All wet and dry utility installations, sanitary and storm sewers, as well as grading and curbing shall be installed. In addition, grading will be accomplished on the northern half of the site.

Mylar's to City	Completed
Bid Package	Completed
Commencement of:	Completed
Construction Completion*:	Completed

*Construction Completion of Phase I infrastructure is defined as all underground utilities installed and that curbing and a stable road base are in place.

Phase II Infrastructure

Phase II infrastructure encompasses the northern half of Symphony Park wet and dry utility installations, sanitary and storm sewers, as well as curbing and first layer of asphalt. In addition, the portion of our permanent power from the commerce substation and gas will be provided under the UPRR tracks.

99% design drawings to City:	Completed
Construction Completion*:	To be completed within 10 months of notice to close by Palmer City-Core Union Park Hotel, LLC

*Construction Completion of Phase II infrastructure is defined as all underground utilities are installed and that curbing and a base course of asphalt are in place.

In addition, prior to the opening of Developer's project, the final asphalt coat will be applied to all streets surrounding Parcel G, except for the private road located on the northern border of Parcel G, and also applied to all of Symphony Park Avenue and all required traffic signals will be installed and operating.

Electric Power

Will-serve letter submitted to Parcel G by Nevada Energy: Completed

Symphony Park

For purposes of this schedule, Symphony Park construction will be designated for Parcels M2 and M3.

Please Note: Funding and party responsible for constructing park on M2 and M3 is yet to be determined.

Construction Completion*: To be completed within 3 months prior to opening of developer's project

*Construction Completion of Symphony Park is defined as all hardscape and landscapes in place such that the park is available for use by Developer and Developer's guests. Any proposed civic art, kiosks, or band-shell may not have been installed by such time.

Substituted Exhibit "E"

TO

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

Between

CITY PARKWAY V, INC. and PALMER CITY-CORE UNION PARK HOTEL, LLC

Developer Schedule of Performance

Acquisition and Entitlement

The Acquisition and Entitlement process includes many items already completed. Items remaining to be completed and the timeframes for completion as set forth below.

UPMA document comments to Newland Communities	Completed
West Bridger Easement Language	Completed
Conclude UPMA document negotiation	Completed
Close Escrow	02/27/2012*

* Or as extended pursuant to the terms of the Agreement.

Design to Building Permit

The design process includes various stages of conceptual design, schematic design, design development, and construction drawings. The scope of work includes a mixed-used project of hotel, residential, retail, restaurant, spa. pool, and all other uses normally found in a fine hotel property.

Initial Block Plan to DRC	Completed
Geotechnical, Phase I & Phase II reports	Completed
Resubmit Block Plan to DRC	Completed
Commence Design & Development Phase	Commenced
Submit Final Block Plan and Architecturals to UPDRC for review	7 months prior to close of escrow
Submit final plans to City Planning Department for Entitlement approval	6 months prior to close of escrow
Submit final block plan to City Council For final approval	5 months prior to close of escrow
Submit Construction Drawings for Permit	4 months prior to close of escrow
Developer to have acquired building permit	Prior to close of escrow

Construction

Start Construction	w/in 30 days after close of escrow
Complete Construction	w/in 30 months after start of construction

Substituted Exhibit "L"

TO

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

Between

CITY PARKWAY V, INC. and PALMER CITY-CORE UNION PARK HOTEL, LLC

CPV Schedule of Performance

Record of Survey

To be recorded on or before: Completed.

Phase I Infrastructure

Phase I infrastructure encompasses the southern half of Symphony Park from the southern most portions of Parcels C, G, and N. All wet and dry utility installations, sanitary and storm sewers, as well as grading and curbing shall be installed. In addition, grading will be accomplished on the northern half of the site.

Mylar's to City	Completed
Bid Package	Completed
Commencement of:	Completed
Construction Completion*:	Completed

*Construction Completion of Phase I infrastructure is defined as all underground utilities installed and that curbing and a stable road base are in place.

Phase II Infrastructure

Phase II infrastructure encompasses the northern half of Symphony Park wet and dry utility installations, sanitary and storm sewers, as well as curbing and first layer of asphalt. In addition, the portion of our permanent power from the commerce substation and gas will be provided under the UPRR tracks.

99% design drawings to City:	Completed
Construction Completion*:	To be completed within 10 months of notice to close by Palmer City-Core Union Park Hotel, LLC

*Construction Completion of Phase II infrastructure is defined as all underground utilities are installed and that curbing and a base course of asphalt are in place.

In addition, prior to the opening of Developer's project, the final asphalt coat will be applied to all streets surrounding Parcel G, except for the private road located on the northern border of Parcel G, and also applied to all of Symphony Park Avenue and all required traffic signals will be installed and operating.

Electric Power

Will-serve letter submitted to Parcel G by Nevada Energy: Completed

Symphony Park

For purposes of this schedule, Symphony Park construction will be designated for Parcels M2 and M3.

Please Note: Funding and party responsible for constructing park on M2 and M3 is yet to be determined.

Construction Completion*: To be completed within 3 months prior to opening of developer's project

*Construction Completion of Symphony Park is defined as all hardscape and landscapes in place such that the park is available for use by Developer and Developer's guests. Any proposed civic art, kiosks, or band-shell may not have been installed by such time.

Inst #: 200912160000606
Fees: $132.00
N/C Fee: $25.00
12/16/2009 09:14:47 AM
Receipt #: 163232
Requestor:
FIRST AMERICAN TITLE HOWARD
Recorded By: MSH Pgs: 119
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN NOS: 139-33-511-002
139-33-511-008
139-33-511-009
139-33-511-010
139-33-610-025
139-33-610-026
139-33-610-027
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139-34-110-009
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WHEN RECORDED, MAIL TO:

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

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COMMUNITY CHARTER

FOR

SYMPHONY PARK

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COMMUNITY CHARTER
FOR
SYMPHONY PARK

PREAMBLE

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

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

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

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

DECLARATION OF COVENANT

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

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

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

PART ONE: INTRODUCTION TO THE COMMUNITY

Chapter 1
Governing Documents

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

1.1. Scope and Applicability

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

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

Table 1.1 Governing Documents

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

1.2. Additional Covenants

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

1.3. Conflicts

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

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

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

1.4. Definitions

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

1.5. Interpretation of Certain References

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 2
Community Administration

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

2.1. The Founder

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

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

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

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

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

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

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

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

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

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

authority to remove the Founder and appoint a replacement Founder.

2.2. The Association

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

2.3. The Board

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

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

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

2.4. The Parcel Owners

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

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

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

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

2.5. Parcel Developers

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

2.6. Mortgagees

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

Chapter 3
Community Structure and Organization

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

3.1. Property Designations Within the Community

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

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

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

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

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

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

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

3.2. Service Areas

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

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

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

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

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

Chapter 4
Association Membership and Voting Rights

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

4.1. Membership

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

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

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

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

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

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

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

4.2. Voting

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

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

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

4.3 Parcel Ground Lessees

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

PART TWO: COMMUNITY STANDARDS

Chapter 5
Design Standards Compliance

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

5.1. General

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

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

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

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

5.2. Design Review Compliance

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

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

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

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

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

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

5.3. Limitation of Liability

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

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

5.4. Certificate of Compliance

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

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

5.5 Final Approved Floor Plans.

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

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

5.6 Temporary Signage

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

Chapter 6
Maintenance, Repair, and Replacement

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

6.1. Maintenance by Parcel Owners

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

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

6.2. Maintenance by the Association

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

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

6.3. Maintenance and Repair of Party Walls and Similar Structures

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

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

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

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

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

6.4. Responsibility for Repair and Reconstruction

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

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

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

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

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

Chapter 7
Use and Conduct

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

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

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

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

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

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

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

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

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

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

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

ises from authorized uses in a clean and sanitary manner;

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

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

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

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

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

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

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

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

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

(xiii) heavy machinery sales and storage facilities;

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

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

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

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

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

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

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

7.2. Rulemaking Authority and Procedures

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

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

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

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

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

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

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

7.3. Protection of Parcel Owners and Others

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

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

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

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

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

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

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

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

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

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

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

7.4. Parcel Owners' Acknowledgment and Notice to Purchasers

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

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

7.5. Construction Activities on Parcels

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

Chapter 8
Compliance and Enforcement

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

8.1. Compliance

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

8.2. Remedies for Non-Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3. Board Decision to Pursue Enforcement Action

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

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

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

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

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

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

8.4. Attorneys Fees and Costs

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

PART THREE: ASSOCIATION OPERATIONS

Chapter 9
Promotion of Symphony Park

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

9.1. Authority

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

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

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

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

9.2. Advisory Committee

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

Chapter 10

RESERVED

Chapter 11
Property Management

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

11.1. Acceptance and Control of Association Property

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

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

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

11.2. Maintenance of Area of Common Responsibility

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

(a) the Common Area, including the Park;

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

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

(d) common utilities, if any; and

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

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

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

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

11.3. Operation of Area of Common Responsibility

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

11.4. Restoring Damaged Improvements within the Area of Common Responsibility

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

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

shall be extended until such funds or information are available.

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

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

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

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

11.5. Relationships with Other Properties

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

Chapter 12
Provision of Services

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

12.1. Provision of Services

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

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

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

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

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

12.2. Provision of Services to Service Areas

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

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

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

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

12.3. Community Service Systems

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

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

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

12.4. Community Security

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

12.5. Transportation Management

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

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

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

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

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

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

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

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

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

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

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

Chapter 13
Insurance

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

13.1. Required Coverage

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

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

(i) the Common Area;

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

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

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

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

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

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

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

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

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

13.2. Deductibles

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

13.3. Policy Requirements

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

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

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

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

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

(d) contain an inflation guard endorsement; and

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

13.4. Association Insurance Premiums

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

13.5. Parcel Insurance

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

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

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

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

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

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

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

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

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

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

Chapter 14
Association Finances

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

14.1. Association Expenses

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

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

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

14.2. Budgeting for and Allocating Association Expenses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.3. Special Assessments

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

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

14.4. Specific Assessments

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

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

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

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

14.5. Authority to Assess Parcel Owners; Time of Payment

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

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

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

14.6. Personal Obligation for Assessments

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

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

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

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

14.7. Lien for Assessments

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

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

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

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

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

14.8. Exempt Property

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

(a) All property owned by the Association;

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

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

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

14.9. Use and Consumption Fees

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

14.10 Ombudsman and Other Fees

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

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 15
Easements

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

15.1. Easements in Area of Common Responsibility

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

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

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

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

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

(v) The Board's right to:

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

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

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

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

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

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

15.2. Easements for Maintenance, Emergency, and Enforcement

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

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

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

15.3. Easements for Utilities and Other Infrastructure

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

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

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

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

(d) access and read utility meters.

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

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

15.4. Easements to Facilitate Development of Additional Property

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

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

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

15.5. Easements Between Adjacent Properties

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

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

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

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

15.6. Easement to Inspect and Right to Correct

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

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

15.7. Exercise of Easements; Minimal Interference

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

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

Chapter 16
Disclosures and Waivers

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

16.1. Safety and Security

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

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

16.2. Changes in Master Plan

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

16.3. View Impairment

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

16.4. Contaminated Soils

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

16.5. Railroad

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

16.6. Casino

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

16.7. Notices and Disclaimers as to Community Service Systems

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

16.8. Entertainment Activities

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

16.9. Compliance with Governmental Permits and Approvals

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

16.10. Symphony Park

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

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

16.11. Warranties of Quality

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

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

16.12. Initiation of Litigation by Association

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

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

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

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

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

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

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

Chapter 17
Rights of Lenders

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

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

17.1. Notices of Action

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

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

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

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

17.2. No Priority

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

17.3. Notice to Association

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

PART FIVE: COMMUNITY DEVELOPMENT

Chapter 18
Expansion of the Community

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

18.1. Expansion by Founder

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

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

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

18.2. Expansion by the Association

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

18.3. Additional Covenants and Easements

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

18.4. Effect of Filing a Supplement

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

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

Chapter 19
Additional Reserved Rights

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

19.1. Special Developmental Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

19.2. Withdrawal of Property

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

19.3. Construction and Marketing and Sales Activities

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

19.4. Right to Replat

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

19.5. Right to Approve Changes in Symphony Park Standards

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

19.6. Right to Use Common Area for Special Events

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

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

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

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

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

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

19.7. Additional Covenants and Restrictions

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

19.8. Exclusive Rights to Use Name of Development

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

19.9. Right to Transfer or Assign Rights

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

19.10. Termination of Rights

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

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

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 20
Changes in the Area of Common Responsibility

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

20.1. Condemnation

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

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on available remaining portions of the Common Area, unless within sixty (60) days after such taking the Founder, during the Founder Control Period, and Parcel Owners representing at least sixty-seven percent (67%) of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 11.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.3.

20.2. Partition

Except as otherwise specifically permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of such Common Area without the written consent of all Parcel Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.3.

20.3. Transfer or Dedication of Common Area

During the Development and Sale Period (a) the Project Owner or the Founder may dedicate roadways within Symphony Park to the City, or to any other local, state, or federal governmental or quasi-governmental entity, and (b) the Association, upon the Founder's request and without a vote of the membership, shall dedicate roadways that it owns to the City, the County, or to any other local, state, or federal governmental or quasi-governmental entity, as applicable.

The Association also (a) may dedicate portions of the Common Area that it owns to the City, or to any other local, state, or federal governmental or quasi-governmental entity; (b) may subject the Common Area that it owns to a security interest; or (c) may transfer or convey any Common Area that it owns upon the written consent of Parcel Owners representing at least seventy-five percent (75%) of the total votes in the Association. In addition, the Founder shall

consent to any such action shall be required during the Founder Control Period. Notwithstanding the foregoing, it is anticipated that the Park will be subject to a lease or a joint use agreement or other such agreement with the Las Vegas Performing Arts Center or other entity and that any such lease will not require any consent of the Parcel Owners in order for the Association to enter into such lease or joint use agreement or other such agreement.

The proceeds from the sale or mortgaging of Common Area shall be an asset of the Association to be used as the Board determines.

No conveyance or encumbrance of Common Area may deprive any Parcel of rights of access or support.

20.4. Assignment and Reassignment of Limited Common Area

(a) ***Assignment***. During the Development and Sale Period the Founder, and thereafter the Association, may designate property as Limited Common Area and assign it to particular Parcels on the recorded Plat depicting such property, in the deed conveying such property to the Association, or in a Supplement, provided, however, that any such designation is subject to the prior written consent of any affected Parcel Owner including those who will use such area. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Parcels.

In addition to the above, the Board may designate any portion of the Common Area as Limited Common Area upon approval of the Board, Parcel Owners representing at least a majority of the total votes in the Association, and Parcel Owners of a majority of the Parcels to which the Board proposes to assign such Limited Common Area, except that no such assignment shall have the effect of denying any Parcel Owner access to such Parcel Owner's Parcel without such Owner's consent. During the Development and Sale Period, any such assignment shall also require the Founder's written consent.

(b) ***Reassignment***. Limited Common Area, once assigned, may be reassigned only with the consent of the Parcel Owners of the Parcels affected by such reassignment.

Chapter 21
Termination and Amendment of Charter

This chapter sets out procedures by which the Project Owner, the Founder, the Board, or the Parcel Owners may amend this Charter to address changes in the plans, needs, or desires of Symphony Park.

21.1. Term and Termination

This Charter shall be of perpetual duration unless terminated in the manner provided in §116.2118 of the Act by agreement signed by Parcel Owners representing eighty percent (80%) of the total votes in the Association.

If any provision of this Charter would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

In addition to the above, the Founder's and the Project Owner's consent shall be required to terminate this Charter during the Development and Sale Period.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

21.2. Amendment

(a) ***By the Founder.*** The Founder may unilaterally amend this Charter: (i) to correct clerical, typographical, or technical errors; (ii) to comply with any applicable governmental statute, rule, regulation, or judicial determination; (iii) to comply with the requirements, standards, or guidelines of any institutional or governmental lender, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iv) to assign Common Area as Limited Common Area pursuant to Section 3.1; (v) as necessary to exercise the rights reserved to the Founder under Section 18.1 and Section 19.1; and (vi) otherwise as permitted by the Act.

(b) ***By the Association.*** The Association may amend this Charter: (i) to assign Common Area and Limited Common Area pursuant to Section 20.4; (ii) to subdivide a Parcel or relocate boundaries between Parcels upon application of the Owner(s) of the affected Parcel pursuant to the Act; and (iii) otherwise as permitted or required by the Act.

Any amendment pursuant to this section shall be prepared, executed, certified, and recorded on behalf of the Association by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

(c) ***By the Owners.*** Except as otherwise specifically provided above or in the Act, and subject to any limitations imposed by the Act, this Charter may be amended only by:

(i) the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing Parcels to which at least 67% of the total votes in the Association are allocated; and

(ii) during the Development and Sale Period, the Founder's written consent.

(d) ***Validity and Effective Date.*** No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

If a Parcel Owner consents to any amendment to this Charter or the By-Laws, it will be conclu-

sively presumed that such Parcel Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Parcel Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or it shall be presumed that such amendment was validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(e) ***Exhibits.*** Exhibits "A," "B," "D", "F" and "G" are incorporated by this reference, and this chapter shall govern amendment of those exhibits. Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to this section. Exhibit "E" is attached for informational purposes and may be amended as provided in that exhibit or in the provisions of this Charter that refer to such exhibit.

THIS COMMUNITY CHARTER FOR SYMPHONY PARK is made and executed by the undersigned Founder and the Project Owner this 2nd day of Dec, 20 09.

FOUNDER

By: Rita L Brandin
Name: Rita Brandin
Title: Sr. Vice President

CITY PARKWAY V, INC.,
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: ELIZABETH N. FRETWELL
Title: President

CITY PARKWAY IVA, INC.
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: ELIZABETH N. FRETWELL
Title: President

OFFICE DISTRICT PARKING I, INC.
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: ELIZABETH N. FRETWELL
Title: President

CITY OF LAS VEGAS NEVADA, a political Subdivision of the State of Nevada

By: Oscar B. Goodman
Name: OSCAR B. GOODMAN
Title: Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Michael Nader ESQ

11-19-09 Date

STATE OF NEVADA)
)
COUNTY OF CLARK)

On December 15, 2009, personally appeared before me a notary public, Rafa Brandin, _____ of Newland Communities, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL]

My Commission Expires: June 30, 2010

LORI TRIPLETT
Notary Public, State of Nevada
Appointment No. 06-107547-1
My Appt. Expires June 30, 2010

STATE OF NEVADA)
)
COUNTY OF CLARK)

On December 9, 2009, personally appeared before me a notary public, Kim A. Barrera, Elizabeth N. Fretwell City Parkway V, IVA, office District Parking, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2010

[NOTARIAL SEAL]

Notary Public: _____

My Commission Expires: Nov. 25, 2010

STATE OF NEVADA)
)
COUNTY OF CLARK)

On December 10, 2009, personally appeared before me a notary public, OSCAR B. Goodman, Mayor of The City of Las Vegas, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

[NOTARIAL SEAL]

Notary Public: _____

My Commission Expires: 10/14/2012

EXHIBIT "A"

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO THE **POINT OF BEGINNING.**

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

EXHIBIT "B"

Additional Property

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner of the applicable property by filing a Supplement in accordance with Chapter 18.

The property north of Bonneville, east of Interstate Highway I-15, south of Interstate Highway 95 and west of the Union Pacific Railroad tracks.

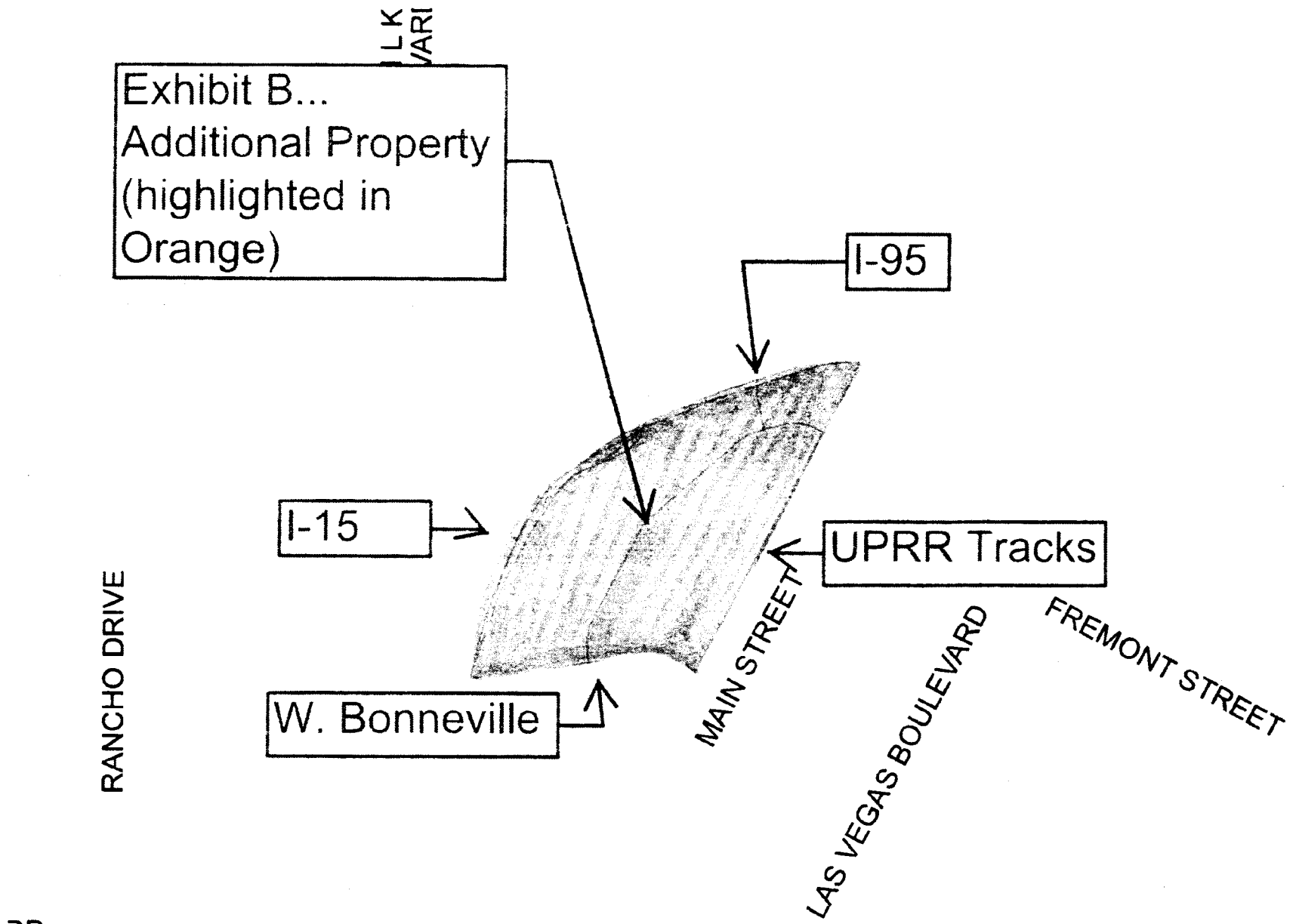
Exhibit B...
Additional Property
(highlighted in
Orange)
I-95
I-15
UPRR Tracks
W. Bonneville
RANCHO DRIVE
MAIN STREET
LAS VEGAS BOULEVARD
FREMONT STREET

EXHIBIT "C"
Initial Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance. It is expressly intended that the Board, as appropriate, have discretion to approve or disapprove actions or items, or to enforce or not enforce technical violations of the Governing Documents, based upon considerations consistent with the Governing Documents. As such, while something may be approved or permitted under one set of circumstances, the same thing may be disapproved under a different set of circumstances. Exercising discretion in approvals or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any circumstances it deems appropriate.

The following shall apply to all of Symphony Park until such time as modified pursuant to this Charter.

1. **General**. Symphony Park shall be used only for purposes consistent with the Master Plan and the Governing Documents.

2. **Restricted Activities**. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Symphony Park:

(a) Parking any vehicles in designated "no parking" areas, or parking of mobile homes, recreational vehicles, boats and other watercraft, and trailers in areas other than those designated for such purposes; provided, construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to any Parcel or the Common Area and temporary marketing and construction trailers are permitted in areas the Founder or the Board designates. Keeping stored or inoperable vehicles anywhere within Symphony Park is prohibited, except that vehicles may be stored in assigned parking spaces in residential developments;

(b) Raising, breeding, or keeping animals, except that a reasonable number of dogs, cats, or other usual and common household pets may be kept in a residential dwelling. Animals brought into Symphony Park shall be kept on a leash or otherwise confined in a manner acceptable to the Board. Any animal which is permitted to roam free, or, in the Board's sole discretion, makes objectionable noise, endangers the health or safety of any individual or other animal, or constitutes a nuisance or inconvenience shall be removed upon the Board's request. If the animal's owner fails to honor such request, the Board may remove or provide for the removal of the animal from Symphony Park;

(c) Any activity that emits foul or obnoxious odors or creates excessive noise or other conditions that tend to disturb the peace or threaten the safety of others, each as determined in the Board's reasonable discretion;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures;

(f) Any noxious or offensive activity which in the Founder's or the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or other portions of Symphony Park;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of permitted construction;

(h) Use and discharge of firecrackers and other fireworks, except that the Association may sponsor or otherwise permit structured and supervised fireworks displays from time to time;

(i) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(j) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(k) On-site storage of fuel, except that a reasonable amount of fuel may be stored for emergency purposes and, maintenance vehicles, generators, and similar equipment;

(l) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Symphony Park or which use excessive amounts of water; and

(m) Any modification of anything, permanently or temporarily, on any Parcel, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5. This shall include, without limitation, signs, fences of any kind, and satellite dishes and antennas, except that:

(i) a satellite dish designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter and fully hidden from view; or

(ii) a satellite dish designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is greater than one meter in diameter or diagonal measurement (collectively, "**Permitted Antennas**")

shall be permitted on Parcels, subject to such reasonable requirements as to location and screening as may be set forth in the Rules consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property, including views to rooftops from adjacent buildings. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Symphony Park, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. **Prohibited Conditions**. The following shall be prohibited at Symphony Park:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Symphony Park;

(b) Structures, equipment, or other items on the exterior portions of any Parcel which have become rusty, dilapidated, or otherwise fallen into disrepair; and

(c) Speed bumps on any streets within Symphony Park, except with the prior approval of the City.

4. Use of Symphony Park Logo and Name. All Parcel Owners are required to use the name "Symphony Park" in any printed and promotional matter and advertising in connection with the marketing of their specific projects within Symphony Park. Such use of the name will be on compliance with the approved logo and graphics for Symphony Park.

5 .Special Events

a. At times Association common area, if any, may be rented to an event planner or outside agency for use of a private party, event or activity. Areas outside a Parcel may be used for display or traffic flow reasons. At no time will the entrance to a Parcel be blocked or traffic diverted for a significant period of time.
b. Participation by users of Symphony Park at special events is encouraged however any booths or sales activity outside the tenant space into the Association common area must be approved in writing and in advance of event by the Association for content and product line. Upon approval, it is the responsibility of the Parcel Owner to obtain the proper permits, licenses and report associated revenues appropriately.

6. Lodging

a. No camping is permitted within a Parcel, in Public areas of Symphony Park or in recreational vehicles within Symphony Park including designated and attached parking structures.

7. Vehicle access

a. Association staffed golf or utility carts will be allowed to transport supplies and trash and for general maintenance.
b. The cost to repair any damage to the Common Area or areas of Common Responsibility in any form may be assessed against the Parcel Owner who directly or indirectly caused the damage.
c. Loading and unloading is to take place at designated areas only.
d. Unauthorized vehicles are subject to fines as outlined in the "Penalty and Fine Policy" may be towed at the vehicle owner's expense.
e. Parking is allowed in designated parking areas only.
f. Skateboards, bicycles and similar devices may not be ridden on walkways in the Common Areas or Areas of Common Responsibility. Scooters, wheelchairs and similar devices use by disabled persons are permitted on walkways in the Common Areas or Areas of Common Responsibility.

8 . Utilities

a. Parcel Owners may not tamper with electrical boxes, main water valves or any other such controls associated with Common Areas or Areas of Common Responsibility.
b. Any damages caused by tampering with public utilities will be billed back, with fines and penalties, to the tenant space that is responsible.
c. Use of utility connections in Common Area or Areas of Common Responsibility must be approved by the Association.

9. Animals

a. Persons with animals are responsible for cleaning up and properly disposing of waste.
b. Animals should be kept on a leash at all times. Owners are responsible for the actions of their animals at all times while in Symphony Park.
c. No animals other than household pets and service animals are allowed in Symphony Park without the consent of the Association which may impose conditions in granting such consent at its sole discretion.

10. Liability.

a. Persons using the Common Areas or Areas of Common Responsibility for any reason, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury as a result of using the premises.
b. Parcel Owners and their users are responsible for the actions of their staff, contracted labor and guests. Any damage arising from inappropriate behavior or actions will be the responsibility of the Parcel Owner.
c. Proof of General Liability Insurance for special events and other tenant/owner or guest sponsored event is to be provided to the Association in advance of schedule/approved event.

11. Street Level Store Fronts, Facade and Lighting

a. Storefront signage must be in accordance with the Design Standards.
b. Additional signage for special events or promotions must be approved through the Association.
c. Signage in windows or doors consisting of tape and paper or hand written signs are not allowed.
d. "Open" or "Closed" signs must be placed in the window or door of the store. Signage placed in planters, outside the store (such as a "sandwich board"), or mounted on the store exterior must be approved by the Association.
e. Association may require signage for an event is posted in shops. Placement will not interfere with shop merchandise, displays or theme.
f. No external speakers, televisions, music device or public address system, other than those placed by the Association will be allowed unless authorized in writing, in advance, by the Association.
g. Any merchandising of goods or services within the Common Area or Areas of Common Responsibility must be approved in advance by the Association.

Symphony Park Common Area Maintenance

1. Symphony Park Common Area Cleanliness

a. Symphony Park is to remain free of litter and trash at all times. Standard shift times will be determined for ongoing trash removal in the public areas. The shift times may be adjusted due to special events or promotions throughout Symphony Park.

b. Public Restrooms are to be used for general use. Any acts such as cleaning tools, paint-brushes or any manner other than what the facility was designed may result in a clean-up charge being assessed to the party who violates. Sidewalk cleaning takes place on a daily basis. This cleaning is to take place so as to not disturb guests or interfere with patrons/tenants of UP.

c. Building owners are responsible for cleaning windows, both interior and exterior, as well as awning cleaning, as necessary.

2. Trash Removal

e. Common Area Trash will be emptied a minimum of 3 times per day. Broken glass, objects of danger or hazardous materials must be identified in a separate or approved container as not to endanger the Association attendant.
f. Building owners and tenants are prohibited from using the common area sidewalk trash receptacles and all Symphony Park users must use appropriate private dumpsters. Large cardboard boxes shall not be deposited in sidewalk trash receptacles.
g. Garbage in or out of bags shall not be placed outside of a location due to smell, rodent and aesthetic reasons.
h. The burning of trash is strictly prohibited. Violators will be subject to strict fines.
i. Parcel Owners with patio, sidewalk cafes or outside seating need to pay close attention to items placed on tables to ensure they do not blow into public areas creating litter and are responsible for the proper cleaning of the areas in and around the outside common areas.

3. Grease Traps

h. Parcel Owners and their users are responsible for performing weekly cleaning of grease traps (if any) by chemically treating each trap to prevent odor and assist in the function of the trap and appropriate pumping of traps.

4. Patio and Terraces

a. It is the responsibility of the Parcel Owners to ensure the Patio and Terrace areas are kept clean, organized and in operational condition. In the event of a scheduled sidewalk cleaning, it is the responsibility of the tenant to ensure furniture is removed to assist with the detail cleaning efforts.
b. It is the Parcel Owners responsibility to ensure tables and chairs are kept in clean and safe operational condition.

c. Items such as hoses, extension cords or items not relating to the patio operations must be stored in an area that is not open to guest view.
d. Public space of tenant shop shall not be used for long term or short-term storage.
e. Misting, misting hours and misting maintenance are the sole responsibility of the building owners and/or tenants.

5. Violations, Fines and Penalties

To be determined by the Board of Directors of the Association.

EXHIBIT "D"

Allocating Liability for Assessments, Commencement of Assessments and Allocating Votes Among Parcels

1. **Assignment of Equivalent Units**. For purposes of allocating assessments among Parcels, and for purposes of allocating votes in the Association among Parcels, each Parcel shall be assigned Equivalent Units. The number of Equivalent Units for each Parcel is determined in accordance with the table set forth below based upon the size of the Parcel and the land use classifications within the Parcel, including all uses within the Parcel, as determined by actual uses.

Until the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, all Parcels shall be assessed as indicated in the first row of the table set forth below as unimproved land. Assessments for Parcels will commence at the time a Parcel is submitted to this Charter except as provided in paragraph 5 below of this Exhibit "D". At such time as the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, the Improvements will be assessed on the basis indicated below with no further assessment for land area.

Equivalent Units for residential units will be based on the final approved subdivision map for the Improvements. A unit which is divided into separate fractional or timeshare intervals shall be classified as a single unit (*i.e.*, each fractional or timeshare interest shall *not* constitute a separate unit). A dwelling unit shall be the structure or the portion of a structure designed for occupancy by a single household (*e.g.*, a condominium unit or a single rental apartment unit).

Equivalent Units for nonresidential Improvements will be based on the final approved architectural floor plans and elevations for the Improvements. "Gross floor area" shall be the area within an enclosed structure intended for occupancy or other use, as determined by a licensed engineer or architect. To the extent applicable, the definition of "gross floor area" set forth in the applicable zoning ordinance pertaining to Symphony Park, as may be amended from time to time, shall be followed in making any determination of the gross floor area of a use within a Parcel.

In the case of a change in use, the new allocation shall be made as of the date upon which the new use actually commences.

During the Founder Control Period, the Founder unilaterally may amend this Exhibit "D" to create additional Land Use Classifications and to assign Equivalent Units to such new use.

The Founder shall make all determinations of land use classification during the Founder Control Period. Thereafter, the Board shall determine land use classifications; provided, the land use classification of a Parcel or any portion of a Parcel hereunder shall not be changed once established unless there has been a change in predominant use.

2. **Calculation of Assessments**. The share of any assessments to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar

amount of the Common Expense budget assigned to all Parcels in order to determine the dollar amount of the assessment to be levied against the particular Parcel. Notwithstanding the foregoing, until the core and shell of any Improvements on a given Parcel are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, such Parcel shall be assessed as indicated in the first row of the table set forth below as unimproved land.

3. **Calculation of Votes**. Each Parcel shall be allocated the number of votes corresponding to the number of Equivalent Units within the Parcel.

4. **Computation by Board**. The land use classification and number of Equivalent Units assigned to each Parcel, and the share of assessments (stated as a percentage) to be levied on each Parcel subject to assessment, shall be computed at least annually by the Board. If a use within a Parcel that is improved such that it is no longer being assessed as undeveloped land pursuant to the Land Use Classification schedule below changes during the fiscal year, the Board shall be authorized to adjust the assessment against the Parcel effective with such change in use, but the Board shall not reallocate assessments against all other Parcels to take into account such change until the next annual budget. Notice of the percentages for each Parcel (including a summary of the computations) shall be sent to each Parcel Owner together with the notice of the assessment. Each Parcel Owner shall provide the Association with such information as the Board requires in order to make a determination of the Equivalent Units to be allocated to the Parcel Owner's respective Parcel, including, without limitation, as-built drawings of the Improvements on the Parcel.

In the event that additional real property is made subject to this Charter during the Association's fiscal year, for computation of Equivalent Units, the Board shall recompute assessment percentages and votes for each Parcel and send notice of such recomputed percentages to each Owner; provided, no adjustments shall be made in any assessments previously levied to reflect such recomputation.

Land Use Classification	Equivalent Units
Up and until a certificate of completion is issued for Improvements on a Parcel, all undeveloped Parcels – without regard to use. After such certificate of completion is issued, there shall be no Equivalent Units allocated to a Parcel on account of the land area of a Parcel and Equivalent Units shall be allocated solely on the basis of the Improvements on the Parcel.	Ten thousand (10,000) per acre of land (prorated by one-hundredth of an acre). Up and until a certificate of completion is issued for Improvements on a given Parcel, such Parcel shall only pay an annual assessment on account of Base Assessments of $10,000 per acre (prorated by one-hundredth of an acre and rounded to the nearest one cent).
Retail and service establishments, including, without limitation, banks (including ATM's) and other financial services and institutions, and travel agencies	One (1) per square foot of gross floor area
Restaurants, bars, nightclubs, taverns, supper clubs.	One (1) per square foot of gross floor area
Entertainment (including the Performing Arts Center,	Thirty (30) per seat

dinner theaters, theme-based attractions, movie theaters, etc.)	
Hotel or hospital	Five hundred (500) per room
Fractional or time-share units	
Casino/Gaming Establishment	Three (3) per square foot of gross floor area
Conference/meeting/banquet rooms within a hotel/conference center	One (1) per square foot of gross floor area
Cultural(including non retail art galleries, museums and libraries)	One Half (1/2) Unit per square foot of gross floor area
General Office/Medical Center including walk-in medical clinics.	One Half (1/2) Unit per square foot of gross floor area
Spas, health clubs, including health and fitness areas within a hotel	One (1) per square foot of gross floor area
Residential units (single family attached, detached, and condominium) and multi- family rental apartments	Six hundred (600) per dwelling unit
Exempt property (or as provided in Section 14.8)	0

Calculating Equivalent Units - Examples.

- A Parcel containing 3,000 seats of entertainment use, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 116,150 Equivalent Units (3,000 seats of entertainment X 30 = __96,150; 10,000 square feet of retail X 1__ = 10,000; 10,000 square feet of restaurant X _1_ = __10,000.

- A Parcel containing a 150-room hotel, 20,000 square feet of conference/meeting space, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 115,000 Equivalent Units (150 rooms X __500_ = 75,000; 20,000 square feet of conference/meeting space X 1 = __20,000; 10,000 square feet of retail X 1 = 10,000; 10,000 square feet of restaurant X _1_ = 10,000).

5. **Exemption**. Notwithstanding anything to the contrary contained in this Charter, any undeveloped Parcel owned by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate thereof shall not be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as such Parcel is developed by the Project Owner or an Affiliate of the Project Owner or conveyed or leased pursuant to a Parcel Ground Lease to a Person who is not an Affiliate of Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation or the City. At such time as a development of a Parcel is commenced by the Project Owner or an Affiliate of the Project Owner, or conveyance or Parcel Ground Lease of a Parcel by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate to a non-Affiliate Person is effective, such Parcel shall automatically be subject to assessment pursuant to this Charter; provided, however, that assessments

on Parcels H and I shall not commence until such time as a certificate of occupancy for the performing arts center currently under development of Parcels H and I is issued.

Notwithstanding anything to the contrary contained in this Charter, no given Parcel shall be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as all offsite streets and customary utilities are installed to the property line of such Parcel and are operable so that such Parcel can be developed for its intended use. Assessments shall commence on such Parcel at such time notwithstanding that such Parcel and/or any development thereon is not ready to utilize such streets and utilities.

EXHIBIT "E"

AMENDED AND RESTATED BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

(as adopted by the Board of Directors on _____, 200_)

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BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

Chapter 1

Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Symphony Park Master Association, Inc. (the "**Association**"). The Association is a nonprofit corporation organized pursuant to the provisions of Chapter 82, Nevada Revised Statutes.

1.2. Principal Office.

The Association's principal office shall be located in Clark County, Nevada. The Association may have such other offices as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Community Charter for Symphony Park, as it may be amended (the "**Charter**"). The term "**majority**," as used in these By-Laws, means those votes, Parcel Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Chapter 2

Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have two classes of membership, one class consisting of the Parcel Owners and one class consisting of the Founder, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

2.3. Association Meetings.

(a) *General.* Association meetings shall be open to all Parcel Owners. The Board may regulate Parcel Owners' participation in discussions at meetings; provided after the Founder Control Period, at any regular or special meeting, Parcel Owners must be given an opportunity to make comments during a designated time. If the meeting agenda is limited to specific topics, Parcel Owners' comments may be limited to those topics. Notwithstanding the above, there must be at least one meeting per year at which Parcel Owners may comment on any topics relevant to Association matters.

Except in an emergency, as defined in the Nevada Uniform Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et. seq.* (as amended from time to time, the "**Act**"), Parcel Owners may not take action at an Association meeting on any item not listed in the agenda for the meeting.

The first Association meeting, whether a regular or special meeting, shall be held within one year after the Association's incorporation.

(b) *Annual Meetings.* The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(c) *Special Meetings.* The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or upon written petition of Parcel Owners representing at least five percent of the total votes in the Association.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Parcel Owners shall deliver or cause to be delivered to each Parcel Owner entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting. The notice also shall state the right of any Parcel Owner to: (a) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy, and (b) speak to the Association of the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.3108 of the Act. In the case of a special meeting or when otherwise required by statute, the Charter, or these By-Laws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 9.5, at least 10 but not more than 60 days before the date of such meeting. Notice of any meeting at which an assessment for a capital improvement or the commencement of a civil action is to be considered

shall be given at least 21 calendar days prior to the meeting.

2.5. Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Parcel Owner may waive, in writing, notice of any Association meeting, either before or after such meeting. A Parcel Owner's attendance at a meeting shall be deemed a waiver by such Parcel Owner of notice of the time, date, and place thereof, unless the Parcel Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Quorum; Adjournment of Meetings.

Except as these By-Laws, the Charter, or the Articles may otherwise provide, the presence of Parcel Owners representing at least 25% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of Parcel Owners representing a majority of the total eligible votes cast shall constitute the action of the Parcel Owners.

If any Association meeting cannot be held because a quorum is not present, the Parcel Owners representing a majority of the votes present at such meeting may adjourn the meeting to a time at least 15 but not more than 30 days from the scheduled date of the original meeting.

If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Parcel Owners of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

At the reconvened meeting, the quorum requirement shall be reduced to the presence of Parcel Owners representing at least 20% of the total votes in the Association. If a quorum is present at the reconvened meeting, any business may be transacted that might have been transacted at the meeting originally called.

Parcel Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Parcel Owners to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

The voting rights of the Parcel Owners shall be as set forth in the Charter and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Parcel Owners may vote in person, by proxy, or by written ballot in accordance with such rules and procedures as the Board may adopt.

2.8. Proxies.

On any matter to be voted on by the Parcel Owners, each Parcel Owner may vote in person or by proxy, subject to the limitations of Nevada law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Parcel for which it is given, signed by the Parcel Owner or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover the entire vote which the Parcel Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later

dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon (a) conveyance of any Parcel for which it was given, (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Parcel Owner who is a natural person, or (c) the date of the meeting for which it was originally executed, unless a shorter period is specified in the proxy.

2.9. Conduct of Meetings.

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

Meeting minutes or a summary of the meeting minutes shall be made available to the Parcel Owners within 30 days after the date of each meeting. A copy of such minutes or summary of minutes shall be provided to a Parcel Owner upon request; provided, the Board may require a requesting Parcel Owner to pay the cost of providing such copy.

2.10. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Parcel Owners may be taken without a meeting, without prior notice, and without a vote if Parcel Owners representing at least the minimum number of votes in the Association necessary to authorize such action if such action was taken at a meeting that all Parcel Owners entitled to vote on such matter were present and voted, sign a written consent specifically authorizing the proposed action. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Association. Such consents shall be filed with the Association's minutes and shall have the same force and effect as a vote of the Parcel Owners at a meeting.

Chapter 3
Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors need not be Parcel Owners or occupants of a Parcel.

3.2. Number of Directors.

The Board shall consist of at least three directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) ***Initial Board.*** The initial Board shall consist of three directors appointed by the Founder and identified in the Articles of Incorporation. The initial directors shall serve until their successors are appointed or elected as provided in this Section.

(b) ***Directors During the Founder Control Period.*** Except as otherwise provided in this subsection, the Founder may appoint, remove, and replace Board members until termination of the Founder Control Period. During such period, the Parcel Owners other than the Project Owner shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Parcel Owners are referred to as "**Owner Directors**").

Within 30 days after the time that Persons other than the Project Owner, the Founder, or Parcel Developers hold title to 25% of the total Parcels intended to be included within Symphony Park under the Master Plan, or whenever the Founder earlier determines, the President shall call for an election by which the Parcel Owners shall be entitled to elect one director. The Parcel Owners other than the Project Owner shall elect such director "at-large." The remaining directors shall continue to be appointees of the Founder.

For purposes of this Section, title to a Parcel for which a Parcel Association is created shall be deemed held by Persons other than the Project Owner, the Founder, or a Parcel Developer at such time as the board of directors for such Parcel Association is elected by the Sub-Unit Owners of Sub-Units within such Parcel, as opposed to the Parcel Developer.

The Owner Directors elected pursuant to this Section 3.3(b) shall be elected for a term of two years or until the happening of the event described in Section 3.3(c)(i), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.3(c)(i), a successor shall be elected for a like term.

(c) ***Directors After the Founder Control Period.***

(i) Within 30 days after termination of the Founder Control Period, the Board shall be increased to five directors and the President shall call for an election by which the Parcel Owners shall be entitled to elect five Owner Directors as follows:

- One director shall be elected by Parcel Owners casting votes associated with residential Sub-Units within the Parcels ("**Residential Director**").

- One director shall be elected by Parcel Owners casting votes associated with hotel use on the Parcels ("**Hotel Director**").

- One director shall be selected by the Parcel Owners on which non-profit uses are predominant ("**Non-Profit Director**").

- One director shall be elected by Parcel Owners casting votes associated with (i) Parcels on which the predominant use is office or (ii) Parcels on which the predominant uses is casino/gaming ("**Commercial Director**").

- One director shall be elected by Parcel Owners casting votes associated with retail use within the Parcels ("**Retail Director**").

If a Parcel only has votes under the Charter as an undeveloped Parcel, the Parcel Owner casting votes for such Parcel shall cast votes for the Director based on the predominant land use for which such Parcel has been designated under the Master Plan.

If a Parcel or a portion thereof does not fall within any of the above categories, the Parcel Owner casting votes for such Parcel or portion thereof shall cast votes for the Commercial Director. If no Parcel or portion thereof falls into a category described above, then an additional Commercial Director shall be elected by Parcel Owners entitled to elect the Commercial Director to fill such vacant position.

Notwithstanding the voting provisions set forth elsewhere in the Governing Documents, each Parcel shall be assigned one or two votes for purposes of electing directors, without regard to Equivalent Units, as provided in this paragraph. Each Parcel shall cast a vote for a director based on the predominant use (according to square footage) of the Parcel (*e.g.* if the predominant use of the Parcel is residential, the Parcel's vote shall be cast for the Residential Director). In addition, if retail is not the predominant use of a Parcel, but the Parcel contains more than 10,000 square feet of retail space, then that Parcel will be entitled to cast an additional vote for the Retail Director.

During the Development and Sale Period, the Founder shall initially determine which Parcels, or portions of Parcels, fall into which use categories. The Founder shall make such determination on the intended uses in accordance with the Master Plan or based upon actual use. Thereafter, the Board shall make such determination in the exercise of its reasonable discretion; provided the classification of a Parcel or any portion of a Parcel shall not be changed once established unless there has been a change in use.

(ii) In order to establish staggered terms among the directors, the initial Residential Director, Hotel Director, and Non- Profit Director shall serve until the second annual meeting following their election. The remaining directors initially elected pursuant to subsection (c)(i) shall serve until the third annual meeting following their election. Thereafter, upon expiration of the term of office of each Owner Director, the Parcel Owners entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

(iii) Notwithstanding the references to Parcel Owners in Section 3.3(c) above: (A) for each predominant use of a Parcel which is organized as a condominium association, its vote for a director shall be cast by the board of directors of such condominium association, notwithstanding that such condominium association may not be a Parcel Owner, as defined in the Charter; and (B) in the case of a mixed-use Parcel where the retail use is entitled to a vote in addition to the vote assigned to the predominant use of the Parcel, the vote for the retail use shall be cast by the owner of the retail space within the Parcel rather than the Parcel Owner, if different. If there is more than one retail owner within the Parcel, the retail vote shall be cast by the Parcel Owner of the Par-

cel based upon a polling of the retail Sub-Unit Owners within the Parcel.

The Persons entitled to cast votes for particular use categories are generally referred to in these By-Laws as "**Electors**"

3.4. Nomination and Election Procedures.

(a) ***Nomination of Candidates.*** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by a vote of the Electors.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Board member, and two or more Electors or representatives of Electors.

In preparation for each election, the Nominating Committee, if created, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Electors at such election. The Nominating Committee shall nominate separate slates for the directors to be elected from particular uses within Symphony Park. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Electors and to solicit votes.

(b) ***Election Procedures.*** At each election, voting shall be by written ballot cast by mail, facsimile transmission, electronic mail, or at a meeting, as the Board determines, or by any other method permitted by Nevada law. Each Elector may cast the vote assigned to its Parcel for each position to be filled from any slate of candidates on which such Elector is entitled to vote. Under no circumstances shall cumulative voting be permitted in any election of directors.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by the vote of the Electors holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Electors, the Electors entitled to elect the removed director shall elect a successor for the remainder of the term of such director.

To the extent permitted under the Act, at any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who (a) has three consecutive unexcused absences from Board meetings; (b) is more than 30 days delinquent (or represents a Parcel which is so delinquent) in the payment of any assessment or other charge due the Association; or (c) fails to cure a violation of the Governing Documents pertaining to the property within Symphony Park that he or she owns or occupies after being given notice from the Board or its designee and a reasonable opportunity to cure such violation. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Electors entitled to fill such directorship shall elect a successor for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder shall appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 30 days following each annual Association meeting at such time and place as the Board shall fix for the purpose of electing officers and providing for such other organizational functions as deemed appropriate.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings.

The Board shall hold special meetings when called by written notice the President, Vice President, or any two directors sign.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, the items on the agenda for such meeting. The notice also shall state the right of any Parcel Owner to: (i) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy; and (ii) speak to the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.31083 of the Act. Except in an emergency, at any meeting, the Board may act only on items included in the agenda.

(b) Except in an emergency, the Board shall notify the Parcel Owners and the directors of each Board meeting at least 14 days before the date of the meeting by either: (i) mailing notice of the meeting to each Parcel Owner by United States mail; (ii) publication of a schedule of the Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means that is circulated to each Parcel; or (iii) with the consent of the Parcel Owners by facsimile or electronic mail.

In the event of an emergency, the Association shall cause notice to be sent in the manner provided under Section 116.31083(3) of the Act.

(c) Transactions at any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

3.11. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the

directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Nevada law, these By-Laws, or the Charter specifically provide otherwise. Directors shall not vote by proxy nor shall a director's proxy be considered for the purpose of establishing a quorum. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

3.12. Conduct of Meetings.

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

3.13. Open Meetings; Executive Session.

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to all Parcel Owners and Electors, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to the extent permitted by Nevada law. The Board shall meet in executive session if requested by a Person who may be subject to a fine, penalty, or other form of discipline, and such Person shall be entitled to attend such executive session. The President may adjourn any Board meeting and reconvene in executive session for any purpose permitted under Section 116.31085 of the Act.

3.14. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken and with the number of signatures required by applicable law. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.15. Powers.

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Nevada law require to be done and exercised by the membership.

3.16. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Parcel Owner's share of the Common Expenses and any Service Area Expenses;

(b) levying and collecting such assessments from the Parcel Owners and other Persons responsible for paying shared expenses pursuant to any agreement or recorded covenant;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common

Responsibility consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf and in the Association's name in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(f) making and amending Rules in accordance with the Charter;

(g) opening bank accounts on the Association's behalf and in the Association's name and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Parcel Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping a detailed accounting of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a Parcel, any Parcel Owner, and the holders, insurers, and guarantors of any Mortgage on any Parcel, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 7.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Nevada law, the Articles and these By-Laws.

3.17. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Association or its contractors.

The Board may create and adopt a written "Code of Ethics" applicable to all directors and officers. The Code of Ethics shall incorporate the above standards and other conduct rules it deems

appropriate. At a minimum, the Code of Ethics shall require each officer and director to conduct himself or herself in a manner consistent with the Board Standards described in Section 6.1. Each officer and director, as a pre-condition to service, shall acknowledge and agree, in writing, to abide by the Code of Ethics.

Chapter 4
Officers

4.1. Officers.

The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Vice President.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Parcel Owners, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose as long as such duties are not inconsistent with these By-Laws.

(a) ***President.*** The President shall be the Association's chief executive officer. The President (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Nevada; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

(b) ***Secretary.*** The Secretary (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Parcel Owners for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

(c) ***Treasurer.*** The Treasurer shall have primary responsibility for preparing the budget as provided for in the Charter and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all duties incident to the office of Treasurer.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Chapter 5

Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three but no more than five Persons who shall not be officers, directors, or employees of the Association, or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Chapter 8 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

5.3. Service Area Committees.

The Parcel Owners within any Service Area, if any, which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Parcels in Symphony Park. A Service Area Committee, if elected, shall consist of no more than three representatives of the property within the Service Area.

Elections of Service Area Committees may be held by written ballot sent to all Parcel Owners of Parcels within the Service Area, or at a meeting of the Parcel Owners within the Service Area, as the Board determines. The Board or any Parcel Owner of a Parcel in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected.

Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an ex officio member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Parcels in the Service Area and their representatives.

Chapter 6

Standards of Conduct; Liability and Indemnification

6.1. Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under Nevada law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the Association and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Nevada law.

6.2. Liability.

(a) A director shall not be personally liable to the Association, any Parcel Owner, or any other Person for any action taken or not taken as a director if the director has acted in accordance with Section 6.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

(i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which he or she reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he or she has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of property within Symphony Park); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

(c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be owners of property within Symphony Park).

6.3. Indemnification.

Subject to the limitations of Nevada law, the Association shall indemnify, defend, and hold harmless every officer, director, and committee member for, from, and against all damages and

expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Nevada law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in the Nevada Revised Nonprofit Corporation Act, NRS §82.006, *et. seq.*, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

Chapter 7

Management and Accounting

7.1. Compensation of Directors and Officers.

The Association shall not compensate directors and officers for acting as such unless Parcel Owners representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Managing Agent.

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Association.

7.3. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the first quarter following the year in which the first Parcel is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Parcel Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for review by Parcel Owners within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

7.4. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Parcel Owner approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

7.5. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, within and outside Symphony Park. The Board shall consent to any common management agreement.

7.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

Chapter 8

Enforcement Procedures

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) the alleged violator shall have 10 days to present a written request for a hearing to the Board or the Covenants Committee (if one has been appointed pursuant to Chapter 5), and (d) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within 14 days of the notice; provided, prior to imposing a fine against a Parcel Owner, the Board shall schedule and hold a hearing, to the extent required in accordance with Section 116.31031 of the Act, and the Parcel Owner against whom the fine will be imposed shall be provided a reasonable opportunity to prepare for and be present at such hearing.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction.

Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any Person. Except in the event of the imposition of a fine, in which case the Board shall schedule and hold a hearing to the extent required in accordance with Section 116.31031 of the Act, if a timely request for a hearing is not made, the sanction stated in the notice may be imposed without a hearing; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Chapter, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

Notwithstanding the above, prior to imposing a fine, the Board shall provide the alleged violator with such notice of the existence of the Governing Document provision and the alleged violation as is required under Section 116.31031(2) of the Act.

8.2. Hearing.

If a hearing is requested within the allotted 14-day period or if a hearing is otherwise required under Section 116.31031 of the Act, the hearing shall be held in executive session before the Covenants Committee or, if no Covenants Committee has been appointed, before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes

of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (*i.e.*, the Board's or Committee's decision) and the sanction, if any, to be imposed.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

8.3. Appeal.

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 14 days after the hearing date.

Chapter 9

Miscellaneous

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law or the Governing Documents.

9.3. Conflicts.

If there are conflicts among the provisions of Nevada law, the Articles of Incorporation, the Charter, and these By-Laws, the provisions of Nevada law, the Charter, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

9.4. Books and Records.

(a) ***Turnover of Books and Records.*** Within 60 days after termination of the Founder Control Period, the Founder shall deliver to the Association all property, books and records of the Association.

(b) ***Inspection by Members and Mortgagees.*** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Parcel, any Parcel Owner, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Parcel: the Governing Documents, the membership register, books of account, the minutes of meetings of the Parcel Owners, the Board, and committees, and any other records as required by Nevada law. The Board shall provide for such inspection to take place within 10 business days after receipt of a written request for access at the Association's office or at such other place within Symphony Park as the Board shall designate.

(c) ***Rules for Inspection.*** The Board shall establish rules with respect to:

(i) the frequency and manner of inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested.

(d) ***Inspection by Directors.*** Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

9.5. Notices.

(a) ***Form of Notice and Method of Delivery.*** Except as otherwise provided in the Charter or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by

facsimile or electronic mail with written confirmation of transmission.

(b) ***Delivery Address.*** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Parcel Owner, at the address, telephone facsimile number, or e-mail address which the Parcel Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Parcel of such Owner;

(ii) if to a Parcel Association, the Parcel Association's board of directors, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Parcel Association or its managing agent, or at such other address as the Parcel Association shall designate by notice in writing to the Parcel Owners pursuant to this Section;

(iii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Parcel Owners pursuant to this Section; or

(iv) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

(c) ***Effective Date.*** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.6. Amendment.

(a) ***By Founder.*** Until termination of the Founder Control Period, the Founder may unilaterally amend these By-Laws for any purpose; provided, no amendment that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing; and provided, further, no unilateral amendment by the Founder may materially adversely effect the substantive rights of Parcel Owners who are the owners of more than 10% of the total acreage comprising the Parcels.

(b) ***By the Board.*** The Board may unilaterally amend these By-Laws if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (iii) to satisfy the requirements of any local, state, or federal governmental agency; or (iv) as necessary to clarify or correct technical, typographical, or scrivener's errors. However, no amendment under this paragraph that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing.

(c) ***By Parcel Owners.*** Except as otherwise specifically provided above and elsewhere in these By-Laws, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing 67% of the total votes in the Association. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) ***Validity and Effective Date of Amendments***. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of Founder or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Symphony Park Master Association, Inc., a Nevada nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 20__.

_____[SEAL]
Secretary

Exhibit F Perimeter Areas

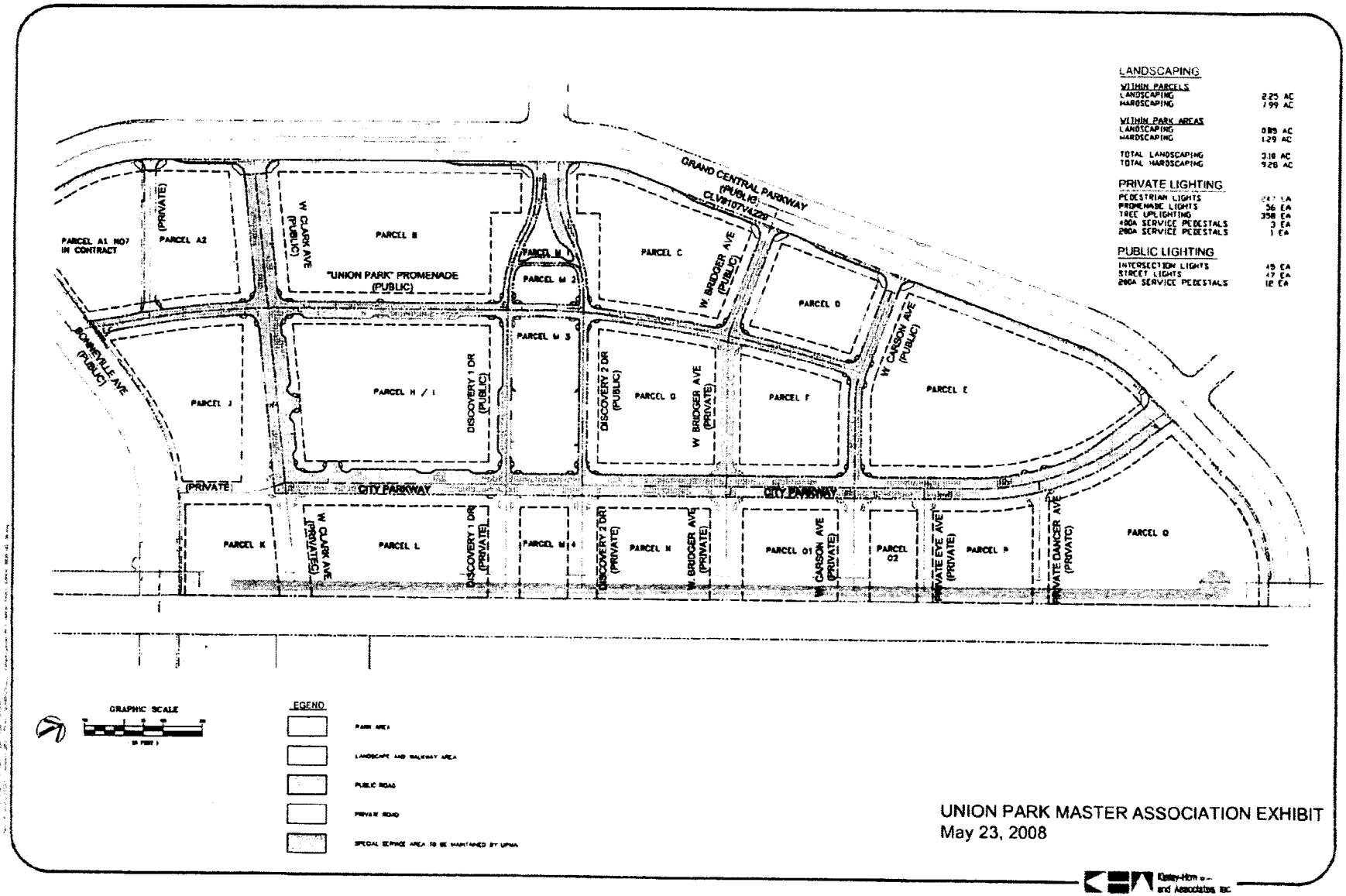


EXHIBIT "G"

Retail Use Allocation Schedule

Symphony Park Master Association
Retail Uses by Location

This schedule is to create certain retail zones within Symphony Park in an effort to spread pedestrian and vehicular traffic around the community and to limit certain retail uses to certain zones. To petition a prohibited use in a particular location, an application must be made to, and approved by, the Symphony Park Masters Association (UPMA). This document only regulates retail uses for businesses with store fronts that have direct street access within Symphony Park and/or display windows that front on Symphony Park Streets. It is not the intent of this document to restrict retail within enclosed malls, office buildings, or hotels where the entrance to multiple vendors is through a common entrance and such businesses also do not have display windows on Symphony Park Streets.

The recommended minimum but not mandatory operating hours of street level retail shops are 10:00 a.m. until 6:00 p.m. Various retail uses may open earlier or later or stay open later than the recommended times and may close during holidays. Street level retail uses are encouraged to stay open during UMPA special events. All street level retail and commercial uses are required to post hours of operation in their street frontage window or door.

Medical District *(Blocks A1, A2, J, K, and the portion of blocks B, H/I, & L that front along W. Clark)*

Merchandising Goal: To provide retail goods and services for the daytime population while encouraging an after work / late night atmosphere.

Desired Uses:

- **Cafes***
- **Restaurants***
- **Supper Clubs***
- **Coffee Shop***
- **Brew Pubs**
- **Urban Lounges**
- **Taverns**
- **Office Services / Mailbox Services**
- **Office Supply Retail**
- **Drug Stores / Prescription Services**
- **Storefront professional services that have a retail component visible from the street (eg. Optician, Day Spa, Beauty Salon, etc.)**
- **Banks**
- **Convenience Markets up to 5000 square feet**
- **Museums**
- **Music related goods and services (only on block H/I)**
- **Theaters**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Clark/Promenade intersection.**

Prohibited Uses:

- **Professional Storefronts without retail services**
- **Designers/Interior Decorators**

- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers (unless part of a Day Spa)**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Personal Care Retail (unless part of a Beauty Salon)**
- **Wine Bar (not to be confused with liquor service in a restaurant)**
- **Wine Shops**
- **Grocery Stores over 5000 square feet**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Areas Fronting on Promenade at Blocks B, H/I)*

Merchandising Goal: To provide uses catering to the residents and their Symphony Park Home, while attracting customers from the World Market Center and to create an arts & design related district

Desired Uses:

- **Art Galleries**
- **Coffee House***
- **Café***
- **Museum (only on block H/I)**
- **Designers/Interior Decorators**
- **Upscale Antiques**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Book Stores**
- **Music related goods and services**
- **Performing Arts Center Gift Shop (only on block H/I)**

***Due to parking limitations on Block H/I, it is recommended that no more than one of restaurant, supper club, café, or coffee house be incorporated into the leasing program for this block.**

Prohibited Uses:

- **Professional offices/Services**
- **Financial Services or Banks**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Eyeglass or Sunglass stores**

- **Personal Care Retail**
- **Liquor Stores and/or Wine Shops**
- **Day Spas**
- **Beauty Salons**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Convenience Markets**
- **Theaters**
- **Night Clubs**
- **Nail Salons**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Blocks C, D, F, & G)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House**
- **Restaurants* / supper clubs* / Café***
- **Wine bar**
- **Wine Shops and Fine Spirits**
- **Tobacco Sales and Consumption**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Movie Theaters**

- **Night clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Bridger/Promenade intersection.**

Grand Central Gateway *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M1)*

Merchandising Goal: To provide a signature entrance into Symphony Park from Grand Central Parkway

Desired Uses:

- **Iconic Restaurant**
- **Museum**
- **Gallery**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **National high-end specialty retailer**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA Charter**

Grand Central Gateway Extension *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / supper clubs**
- **Wine bar**
- **Wine Shops**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**

- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Theaters**
- **Night Clubs**
- **Items specifically prohibited per UPMA Charter**

Discovery Avenue *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2 and Portions of Blocks G, H/I along Discovery Avenue adjacent to Parcel M3)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage and services and specialty retail

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Specialty Foods (Non Supermarket)**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Jewelry**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / Supper clubs / Hotel Lobby Bar**
- **Wine Shops and Fine Spirits**
- **Day Spa or Beauty Salon**
- **Hotel**
- **Lounges and Taverns**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Movie Theaters**
- **Night Clubs**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Items specifically prohibited per UPMA Charter**

Symphony Park *(Blocks M2, M3)*

Merchandising Goal: To provide a casual setting with the use of small kiosks for guests at the Park to enjoy food and beverage.

Permitted Uses*:

- **Coffee/Tea**
- **Wine & Cheese Bar**
- **Ice Cream**
- **Chocolate**
- **Quick Service Food which require very limited on-site prep such as bagels, sandwiches, salads**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA**

***Such permitted uses will only be allowed in designated kiosks and/or from mobile vendor carts as may be allowed per the rules and regulations of Symphony Park.**

City Parkway *(Blocks H/I, F, G, L, N, O1, O2)*

Merchandising Goal: To provide daily goods and services to the residents and employees at Symphony Park

Desired Uses:

- **Grocery Store (east side of street only)**
- **Drug Store (east side of street only)**
- **Dry Cleaners**
- **Nail Salon**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Banks**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Restaurants / Supper Clubs / Taverns**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Movie Theaters**
- **Night Clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

Casino District *(Blocks P,Q)*

Merchandising Goal: To provide nighttime and entertainment uses expected in Las Vegas

Desired Uses:

- **Taverns**
- **Supper Clubs**
- **Casino**
- **Restaurants**
- **Theatres**
- **Night Clubs**
- **Hotel related retail**
- **High-end Department Store (not discount such as Kohl's, Target, Wal-Mart, etc.)**

Prohibited Uses:

- **Discount Stores (eg. 99 cent stores, etc.)**
- **Liquor Stores**
- **Fast Food Restaurants**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - Promenade)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Retail Jewelry**
- **Upscale collectibles**
- **Galleries**
- **Banks**
- **Investment Brokerage**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**

- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - City Parkway)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Banks**
- **Investment Brokerage**
- **Convenience Stores**
- **Dry Cleaners**
- **Drug Stores / Prescription Services**
- **Nail Salons**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**

- **Grocery Stores**
- **Pet Stores**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
UNION PARK MASTER ASSOCIATION, INC.

Article 1. NAME OF CORPORATION: The name of the corporation is Union Park Master Association, Inc. (the "Association").

Article 2. APPLICABLE STATUTE: The Association is a nonprofit corporation organized pursuant to the provisions of Title 7, Chapter 82, Nevada Revised Statutes.

Article 3. REGISTERED AGENT: The name of the Association's registered agent is Rosenfeld Resident Agent Corporation. The registered agent's office for service of process is located at 6725 Via Austi Parkway, Suite 200, Las Vegas, Nevada 89119.

Article 4. INCORPORATOR: The name and address of the incorporator are as follows:

Matthew Kesting
6725 Via Austi Parkway, Suite 200
Las Vegas, Nevada 89119

Article 5. PRINCIPAL OFFICE: The principal office of the Association is located in Clark County at 2300 West Sahara Avenue, Suite 750, Las Vegas, Nevada 89102.

Article 6. DEFINITIONS: All capitalized terms used herein that are not otherwise defined shall have the same meaning as set forth in the Community Charter for Union Park ("Charter"), recorded or to be recorded by **[UNION PARK FOUNDER ENTITY]**, a Nevada _____, in the official public records of Clark County, Nevada.

Article 7. MEMBERSHIP: The Association will have Members. The Association shall be a membership corporation without certificates or shares of stock. Each Person who is the Parcel Owner of a Parcel subject to the Charter is a Member and shall be entitled to vote as set forth herein and in the Charter and the By-Laws.

Article 8. PURPOSES AND POWERS: The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

(a) By way of explanation and not by way of limitation, the purposes for which it is formed are:

(i) to be and constitute the unit owners association for the planned community now or hereafter created by the recording of the Charter, and to perform all obligations and duties and exercise all rights and powers of the Association under the Charter, the By-Laws, these Articles, and Nevada law; and

(ii) to provide an entity for the furtherance of the interests of the Parcel Owners of real property subject to the Charter.

(b) In furtherance of its purposes, the Association shall have all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Nevada in effect from time to time including all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Charter. Except as otherwise specified in the Charter or By-Laws, all such powers may be exercised by the Board of Directors.

Article 9. BOARD OF DIRECTORS: The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors. The initial Board shall consist of three directors.

The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Name	Address
Samuel K. Gladstein	2300 West Sahara Avenue, Suite 750, Las Vegas Nevada 89102
John Bohn	2300 West Sahara Avenue, Suite 750, Las Vegas Nevada 89102
Nancy Higgins	2300 West Sahara Avenue, Suite 750, Las Vegas Nevada 89102

The number of directors; method of election, removal, and filling of vacancies on the Board of Directors; and the term of office of directors shall be as set forth in the By-Laws, the provisions relating to which, as may be amended as provided in the By-Laws, are incorporated herein by this reference. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

Article 10. INDEMNIFICATION OF DIRECTORS AND OFFICERS; LIABILITY: To the extent consistent with, and subject to limitations provided under, Nevada law as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Charter and By-Laws. No amendment to or repeal of this article shall

apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Pursuant to N.R.S. §82.221, no director, officer, Member, or other possessor of the corporate powers of the Association shall be liable to the Association, its Members, or any other person or entity for any type of damages for any act or omission arising out of a breach of the duty of care or other duty regarding the management or operation of the Association, unless the act or omission involves intentional misconduct, fraud, or a knowing violation of the law.

To the extent permitted by law, the private property of each and every Member, officer, and director of the Association real or personal, tangible or intangible, now owned or hereafter acquired by any of them, is and shall be forever exempt from all debts and obligations of the Association of any kind whatsoever.

Article 11. DURATION: The Association shall have perpetual duration.

Article 12. MERGER AND CONSOLIDATION: The Association may merge or consolidate only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Parcel Owners representing not less than 80% of the total votes in the Association. During the Development and Sale Period, the consent of the Founder shall also be required for any merger or consolidation.

Article 13. DISSOLUTION: The Association may be dissolved only upon a resolution setting forth a plan of dissolution duly adopted by the Board of Directors and the affirmative vote of Parcel Owners representing not less than 80% of the total votes in the Association. During the Development and Sale Period, the consent of the Founder shall also be required to dissolve the Association. The plan of dissolution shall provide that all liabilities and obligations of the corporation be paid and discharged, or adequate provisions be made therefor, and that the remainder of the corporation's assets be distributed as follows: (a) assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and (b) other assets, if any, shall be distributed as provided in the plan of dissolution.

In the event of dissolution, liquidation, or winding up of the Association, subject to the Charter, the Association's assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

Article 14. AMENDMENTS: Except as provided in this paragraph, these Articles may be amended only upon a resolution duly adopted by the Board and the affirmative vote or written consent of Parcel Owners representing not less than 66% of the total votes in the

Association. During the Development and Sale Period, the consent of the Founder shall also be required for any amendment. No amendment may be in conflict with the Charter, and no amendment shall be effective to impair or dilute any rights of Members that are governed by such Charter.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this the ____ day of _____, 200_.

_____

Samuel Gladstein, President

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

I hereby accept appointment as Registered Agent for the above-named corporation.

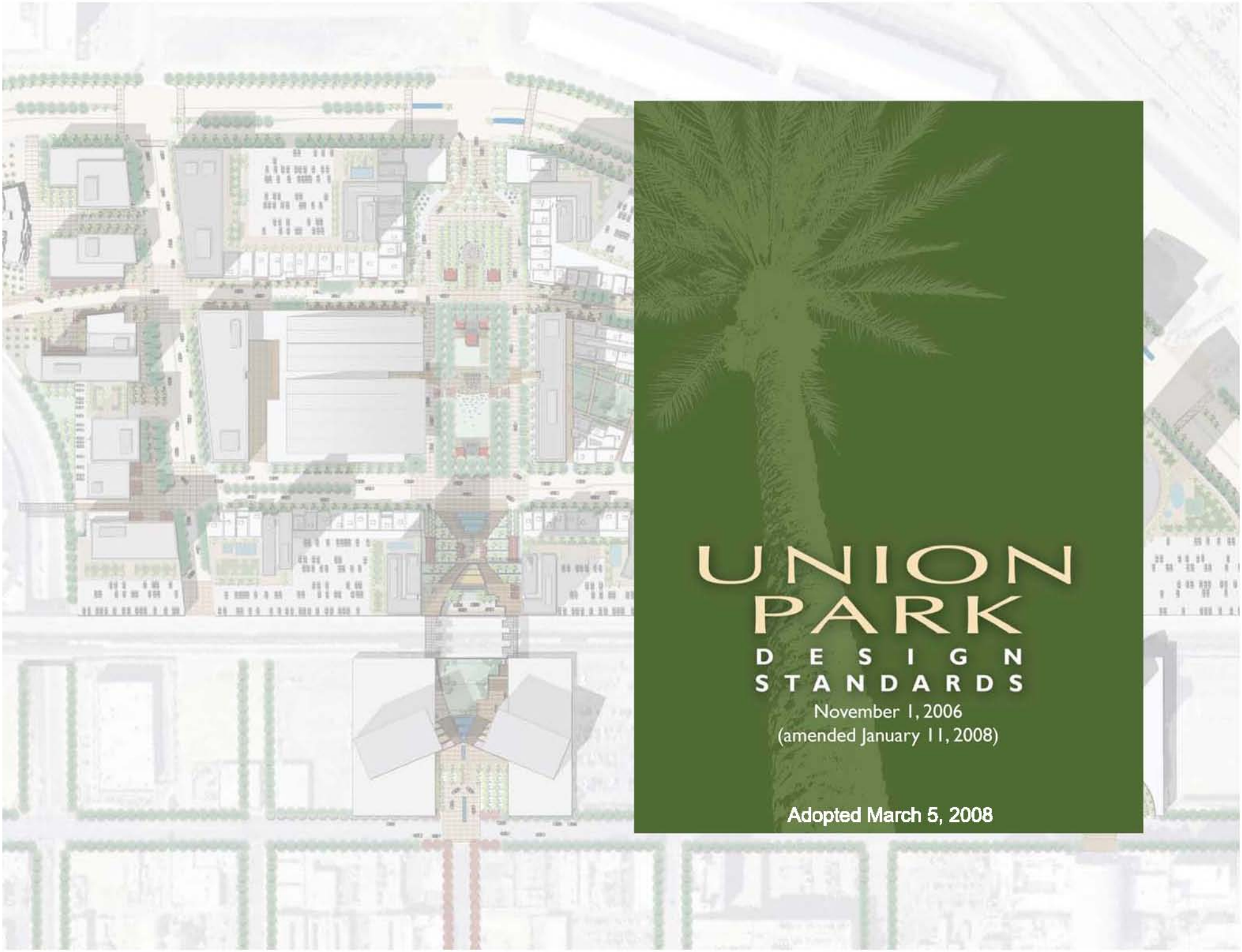
_____

By: _____

By:_____

Print Name:_____

Date_____



UNION PARK

DESIGN STANDARDS

November 1, 2006
(amended January 11, 2008)

Adopted March 5, 2008

Prepared for:
CITY OF LAS VEGAS

Project Manager:
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In 2000, the City of Las Vegas launched a re-urbanization plan for Downtown, looking ahead to a Downtown renaissance by 2020. Population increases have fueled a demand for denser infill housing and urban living near Downtown. The 61 acre Union Park parcel is a critical element in the City's renaissance plan. Union Park will be a new urban environment for the Downtown area, a walkable downtown village with a compelling identity, appealing landscaped environments and a variety of entertainment and dining choices.

Creation of Urban Density The plan focuses on maximizing density rather than limiting it, to generate the multiplicity of activities and urban excitement that will make Union Park memorable.

To generate the high density that creates a mixed use urban district, every block must be developed efficiently and densely to achieve the critical mass of residents and visitors that will make it an exciting urban district. The expectations at buildout for land uses in Union Park include the following:

- *Diversity of residential building types including low rise town houses and high rise apartments, enough to create an urban village*
- *Medical and general office space creating an employment center in Union Park*
- *A critical mass of destination retail, restaurant and entertainment uses to enliven the urban neighborhood*
- *A choice of business, boutique and entertainment-related hotels for visitors*
- *A world-class performing arts center on Symphony Park as a regional draw for Union Park*
- *Parking in each block for each use, serving daytime and evening uses with equal convenience.*

Development Concept To create the exciting urban skyline that is expected, building heights are anticipated to be high. The only limitation on building height is the availability of parking on the parcel or in the immediate area. All off-street parking will be in multi-story structures, some below grade and most above grade. The structures will be wrapped by other uses in most cases except for some instances where they may be exposed.

Development Parcels The 61-acre site is divided into 17 development parcels. The sale parcels consist of all the land behind the back of curb lines on each block. Owner/developers will provide the streetscape of the sidewalks, and all development behind the back-of-curb line, which is also the build-to line referred to later in this booklet. In this way, the sidewalks are all private property, and the moving and parking lanes are public. Public streetscape, landscape, lighting and signage are intended to create visual amenity and durability while protecting land values and the private investment.

The City's Roles The City will build the Union Park streets (between the curb lines) and infrastructure serving each block. The City will also convene a Design Review Committee who will review and approve designs for each project design submittal.

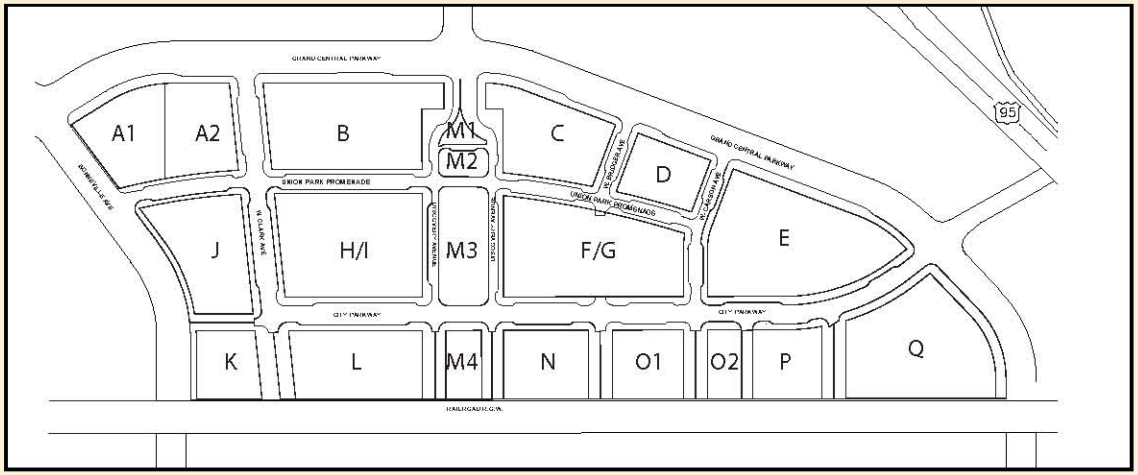
Development Timeline and Process Union Park is a multi-phase project, with projects proceeding on coordinated timetables. Some blocks will be phased so that later phase—more intensive—development will be initiated with structured parking and high rise buildings replacing temporary surface parking.

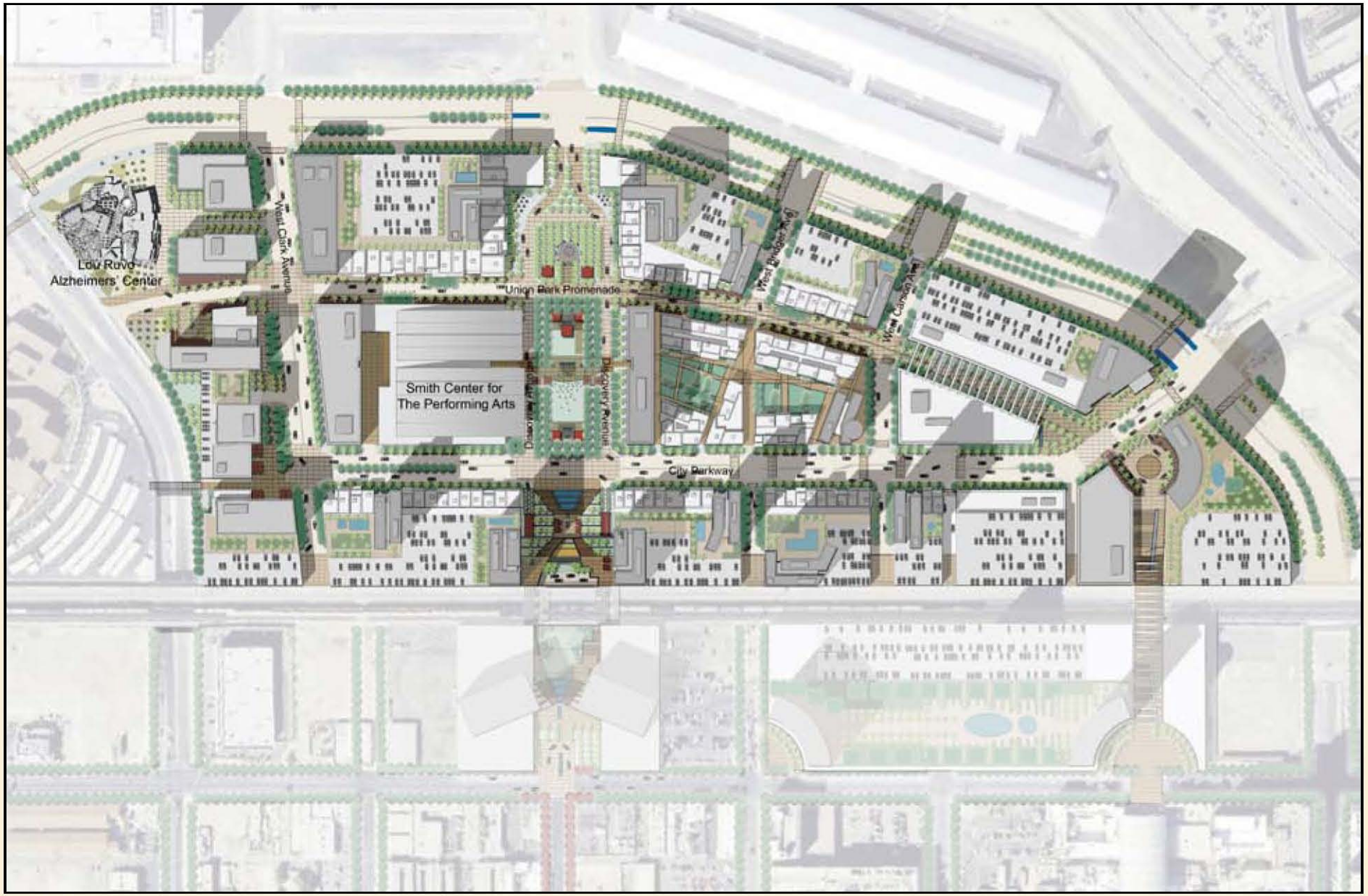
Mixed Use The greater the mix of uses, the more urban the Union Park experience. The high-rise environment provides opportunities for both vertical and horizontal mixed uses.

Critical Housing Density Developers will be expected to create housing densities that are comparable to Chicago, New York or Vancouver, while creating a great number of units closer to the street in liner buildings that create street continuity, and towers that create a distinctive skyline and views.

Environmental Conditions The 61 acre site was formerly owned by the Union Pacific Railroad. Analysis of contaminated soils has been conducted. Maps of this information are available from the City of Las Vegas Office of Business Development and/or Newland Communities.

Entitlements The City will work closely with Union Park developers to entitle each project in a timely manner.





Union Park Illustrative Master Plan

DESIGN STANDARDS

Design Standards are graphic and written principles of design which are to be incorporated into the design of each development block in a project area. In this case, they are an aid to achieving a high level of design excellence at Union Park. The success of Union Park as a place depends upon each developer and designer becoming familiar with all parts of these Design Standards and incorporating them into the designs for each block.

Relationship to Other Documents

These design standards shall apply to all development in the project area. Where these development standards are in conflict with Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan, then the more restrictive standard shall apply. Where these design standards are silent on a particular issue, the requirements of Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan shall apply.

Design Standard Philosophy

Union Park Design Standards will guide developers and architects through the process of creating a pedestrian-oriented, visually cohesive and economically viable urban community. The Standards promote a clear and consistent process for the development of parcels. While they keep a perspective on the vision, they are also flexible in accommodating a mix of uses while helping to shape a variety of building forms. They do not mandate particular architectural styles or building materials. Instead, the Standards do the following:

- Recognize that Union Park will be built and evolve over time
- Create and maintain a standard of quality that will sustain real estate values
- Promote a cohesive development pattern while allowing for diversity and variety in the design and construction of individual projects
- Assist designers, City Staff, developers and others in making consistent design choices that reinforce the vision.
- Provide clear guidance to the process of Design Review and public approvals.

Each development will be reviewed for compliance with the Design Standards, according to the Design Review process described in the back of this book. This book of Design Standards is organized into four major parts:

SECTION 1

UNION PARK ORIENTATION: a section that orients the project developer and designer to the systems and requirements that affect not only the individual sites but also the site as a whole. Items such as parking and access, site drainage, public open space and solar orientation are covered in this section.

SECTION 2

STREETSCAPE AND OPEN SPACE: this section delineates the major characteristics of all the streets in Union Park, including their cross sections, design themes and streetscape elements. This is important for each developer because it includes design back of the curb line which will be the responsibility of the developer.

SECTION 3

GENERAL SITE AND BUILDING DESIGN STANDARDS: Divided into Intents and Standards, each of the sections covers a different non-geographic feature such as building articulation, signage, site lighting and active building frontages. Each of these contributes to the success of the urban environment by addinga functional and aesthetic note to the overall look and feel of Union Park.

SECTION 4

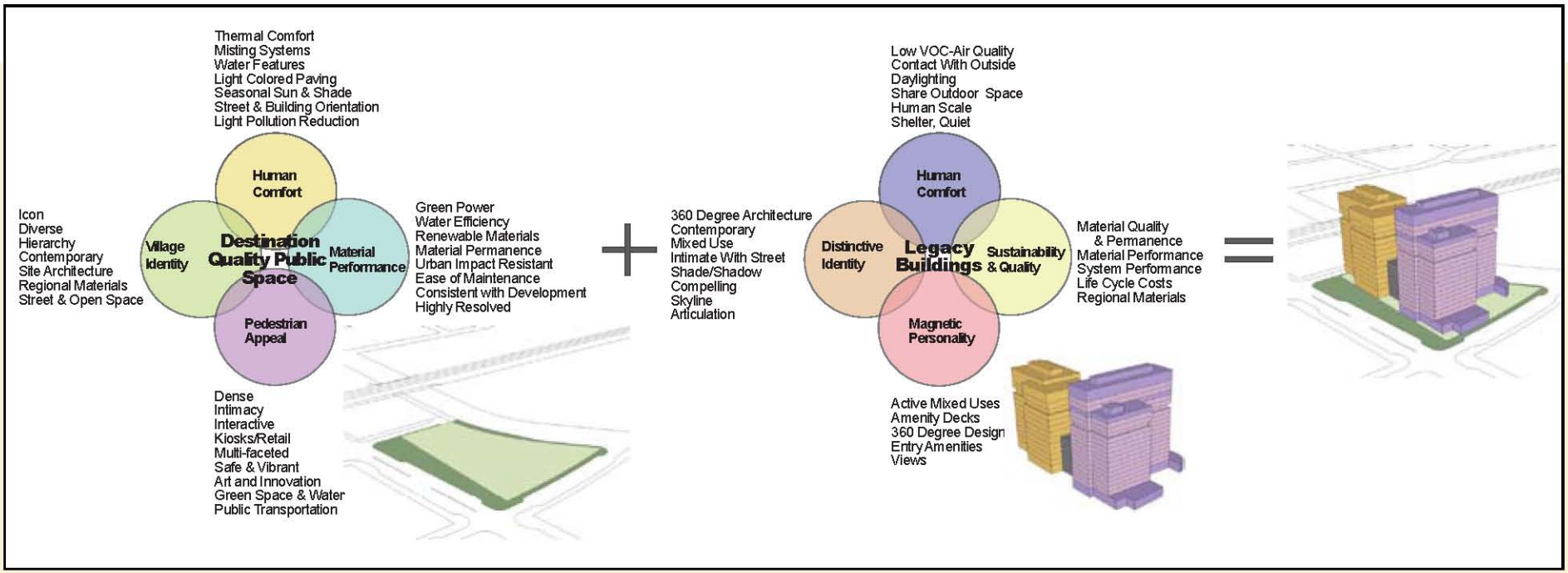
CHARACTER OF THE BLOCKS: This last section describes allowable and encouraged buildings, setbacks, active frontages, parking access and other parameters of each land parcel (block). Setbacks, open space features, view corridors and other features are displayed so that the designer has a logical starting point for design.

Each Design Standard is organized into a hierarchy of Intents and Standards. The Intent is a statement of the purpose or goal behind each design Standard. In the event that specific language of each Standard is not definitive, the Design Review Committee reserves the discretion of making decisions on the basis of their understanding of the Intent. This interpretation shall govern.

Each principle is either a required or a recommended standard. Required standards are accompanied by the language of “shall do” rather than “should” or “it is encouraged.” Recommended standards are suggested components, termed as “should do” or “is encouraged.” Overall the quality of Union Park may depend on the developer following most if not all of these optional elements. However, they also provide negotiation points if either the developer or the Design Review Committee wishes to resolve differences of viewpoint on a design. Some sections include “acceptable” standards which describe something that is allowable or desirable.

1 UNION PARK ORIENTATION

Site-wide urban design features are illustrated in this section. These include street types, parking and service access, storm water management, view corridors, active streets and the pedestrian open space system. Each development block relates to each of these site-wide features in a unique way. By understanding how these systems work and applying this knowledge, each designer will help to create a more successful environment in Union Park.



Open Space and Building Qualities

THE FEATURES OF THE PLAN

The Illustrative Plan demonstrates the key concepts for architectural design to create the high quality urban district that is Union Park. Foremost among these concepts, illustrated on the following pages, are:

Human-Scale Buildings

- A rich, human-scale band of lower building elements at and near the street level.
- Bases of each block enriched with continuous active building faces of retail and restaurant activity on several streets.
- Active uses, awnings, interesting storefronts and signage create an exciting urban environment.

Comfort

- Human comfort and amenity are the major design emphasis of the streets and public open spaces.
- Everything in these spaces should be designed and selected for appropriateness to climate, neighborhood concept and sustainability.

Sustainability

- Environmentally-responsible urban buildings set a high standard

Art Is Integral

- Civic nature of the neighborhood
- Themes of streetscape
- Performing arts
- Well-designed buildings and art pieces
- Integral art in streetscape and architecture

Active Uses at the Build-To Line:

- Pedestrian-oriented environment
- Parking structures are concealed behind residential and commercial building wraps.

Parking

- Simple, predictable system of parking and service entrances
- Vehicle access should be secondary to pedestrian movement.

Building Scales

- Tall towers with articulated shapes
  - Recognizable urban skyline
- Shapes, massing and locations allow views to the mountains and the Strip

Residential Diversity

- A diversity of residential types
  - High rise apartment buildings
  - Mid-rise connecting towers
  - Low-rise townhomes
- Conveniences and attractions make a true urban neighborhood.

Quality Design

- High quality architectural and landscape design
- State-of-the-art environment in a hot desert climate

THE CONTEXT OF UNION PARK

Union Park is in a prime location surrounded by the Las Vegas downtown and numerous development projects. The downtown office core is directly east; the casino center is also across the railroad tracks, with Fremont Street being a center and draw for the entire area. Las Vegas' re-urbanization plan, begun in 2000, is aimed at a Downtown renaissance. The city's population exceeds 550,000 and is expected to reach more than 700,000 by 2020, creating a demand for denser in-fill housing near downtown. Property values have risen accordingly.

Adjacent Development

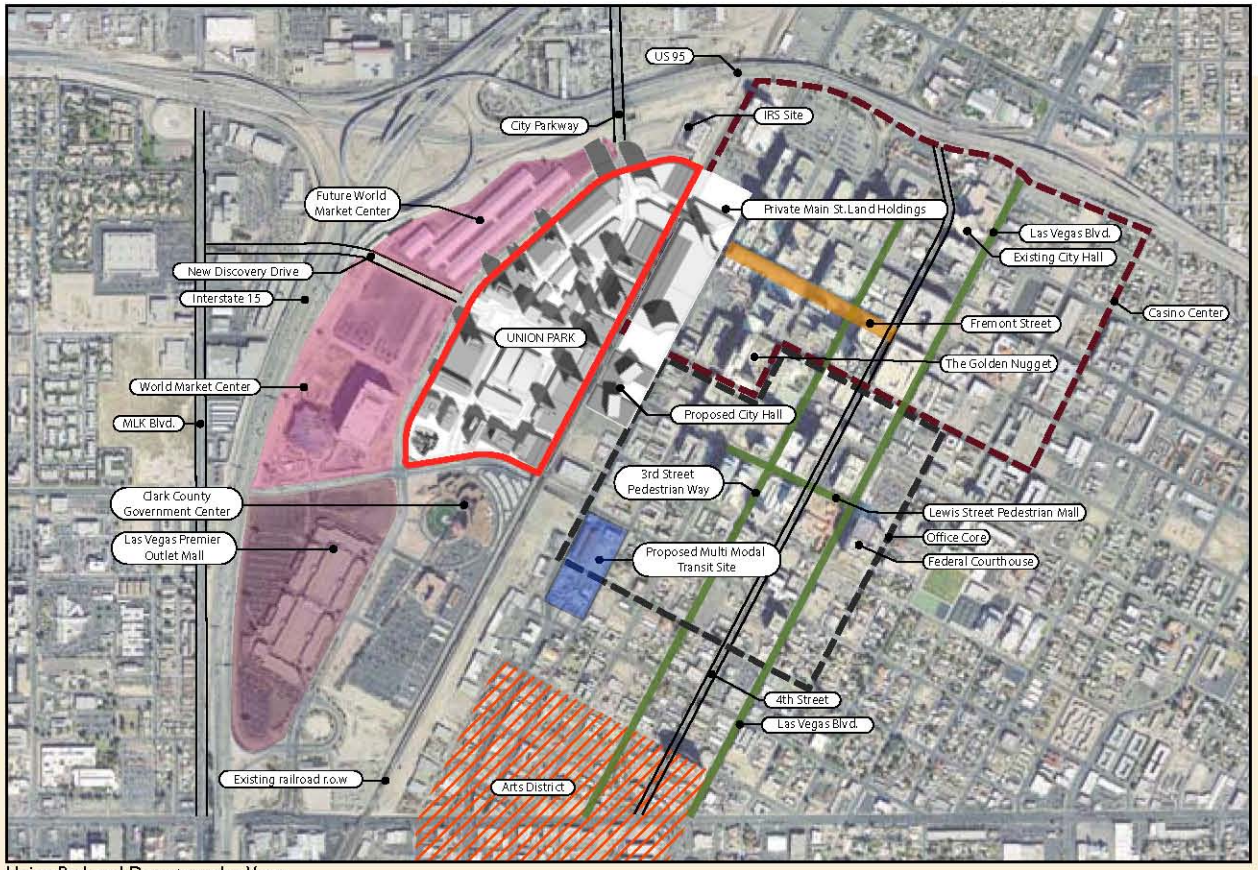
Several development projects are underway or have been completed adjacent to Union Park. Taken together, they represent a wide variety of downtown uses that will create markets for residential units, restaurants, retail shops and office space.

WORLD MARKET CENTER A 1.3 million SF Phase 1 of the wholesale design center, housing a 10 story collection of furniture showrooms, drawing thousands of people to each of its regular conventions. Later phases are planned to increase the showroom area to 12 million SF.

INTERMODAL TRANSIT CENTER Design is underway for the transit center. The facility will be the central regional transportation facility, housing local and express buses, Bus Rapid Transit, a monorail stop and a stop of the future high-speed, inter-city rail system.

LAS VEGAS PREMIUM OUTLET MALL Recently completed, this 435,00 s.f. premium outlet mall west of the Clark County Government Center is already providing a high traffic count of shoppers to the area.

CLARK COUNTY GOVERNMENT CENTER This civic center employs several thousand daytime county and Regional Transportation Commission office workers. A master plan for enlarging the center is being evaluated, including supplementing the on-site parking.



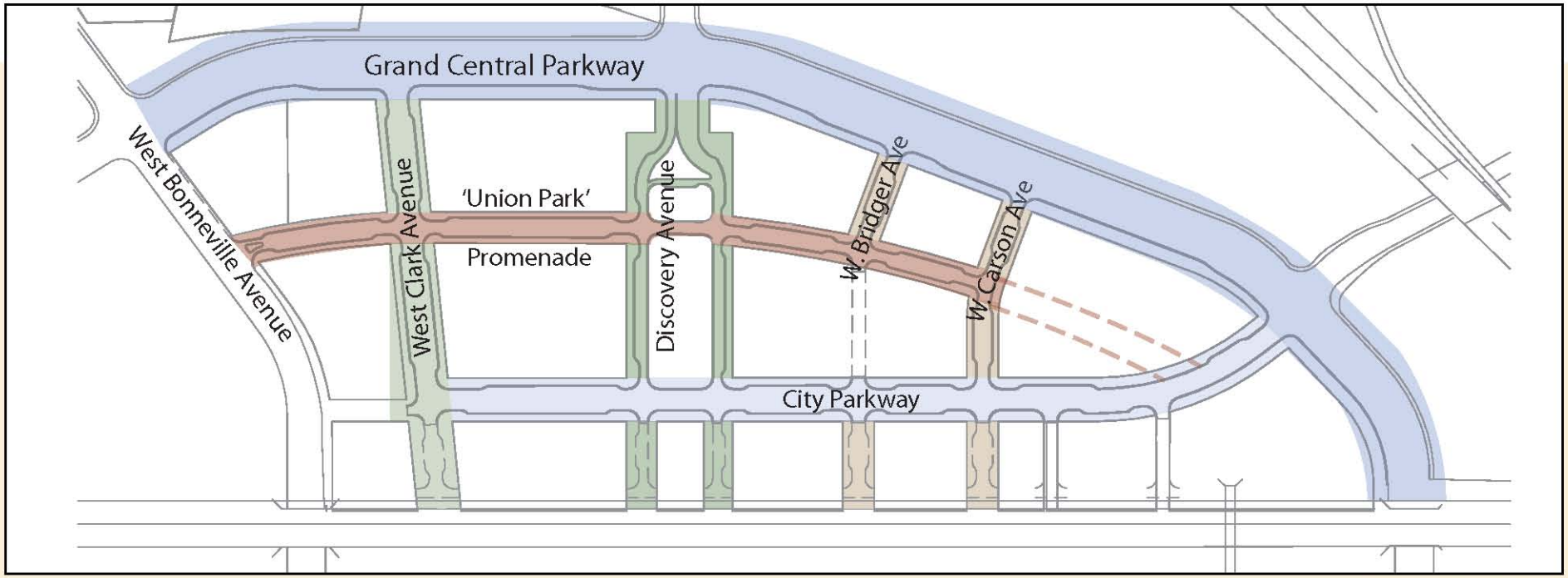
Union Park and Downtown Las Vegas

INTERNAL REVENUE SERVICE Construction is nearing completion on the mid-rise IRS building complex by the Molasky Companies, north of Ogden Street. This will provide an even greater midday worker population in the area.

PRIVATE MAIN STREET LAND HOLDINGS A private owner holds much of the strip between Main Street and the railroad tracks, with ambitions to develop these properties.

ARTS DISTRICT Along Charleston, south and east of the site, a district of arts-related and residential projects is envisioned and is taking shape.

These projects are the recent signs of a renaissance of downtown Las Vegas setting up the conditions for an exciting mixed-use high rise development district.



Street Hierarchy and Network

STREETSCAPE NETWORK

Union Park will establish a new precedent for Las Vegas with innovative urban streetscapes that incorporate sustainability practices, enhanced comfort, distinctive and artistic identity and provide destination qualities that define the urban community.

Streets will efficiently move traffic into and through the site, provide direct access to parking and offer comfortable, inviting and safe environments for pedestrians. Vehicle access into and through this site is well distributed, interconnected and coherent, and responds directly to the existing Las Vegas street network.

Designed as a system of linear open spaces, the streets of Union Park offer cool and animated areas to gather and connect people to work, home, shopping and public spaces. Rights-of-way and building massing are proportioned to enhance solar comfort. Dining, shopping and public events such as fairs, markets and celebrations are meant to take place in this realm without impeding pedestrian or vehicular circulation. These activities create a lively and activated urban environment.

The Union Park streetscape network is comprised of varied street types, each distinguished by function and identity. Grand Central defines the arterial edge of the village and downtown. City Parkway and West Clark combine to provide through circulation from a future highway interchange at F Street. City Parkway is envisioned with a retail emphasis, and the West Clark and its esplanade anchors the medical district and provides a key address opportunity The Union Park Promenade animates the village with retail and a mix of other uses, functioning as the primary strolling space. Discovery Avenue straddles and is defined by Symphony Park, the organizing space of the village. West Bridger and Carson Avenues function primarily as residential streets.

The Union Park streetscape network is comprised of several street types, each distinguished by function and identity.

City Parkway

A wide 4 lane boulevard with left turn pockets and on-street parking, direct connection from I-15.

Union Park Promenade

A narrow two lane shopping street, with on-street parking; no parking entries off the street.

Discovery Avenue

A wide street that becomes a one-way way pair just east of Grand Central Parkway flanks Symphony Park on both sides.

West Clark Avenue

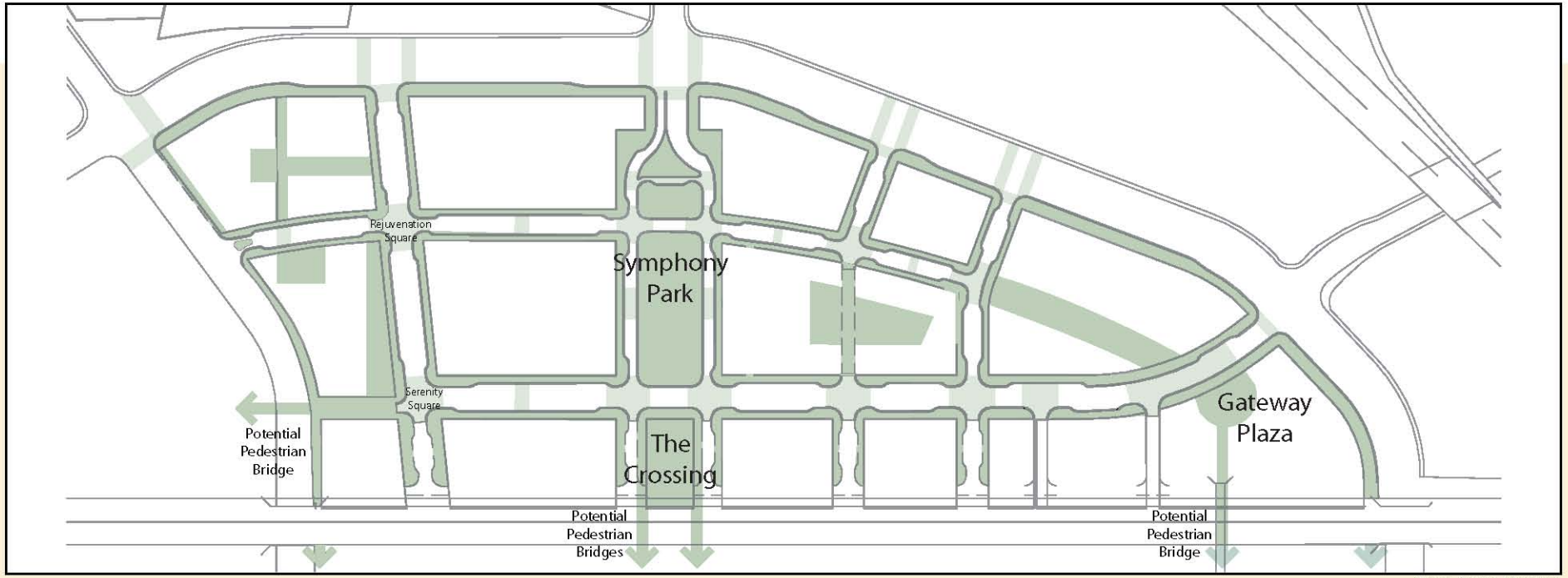
A wide four-lane boulevard with on-street parking, left turn lanes and wide sidewalks as the centerpiece for the office district.

West Carson and West Bridger Avenue

Two-lane service streets that connect from Grand Central Parkway.

Grand Central Parkway

A wide, higher speed boulevard with Bus Rapid Transit added to the median.



Open -Space Network

OPEN-SPACE NETWORK

The Union Park open-space system is organized around an urban framework based in principles of building integration, regional design and street-level comfort. Comprised of a hierarchy of parks, plazas, streetscapes and courtyards, this open-space system offers a variety of spaces intended to attract a diverse mix of residents and uses.

Designed to celebrate and accommodate both urban living and visitor experiences, the open-space system at Union Park will be built for enduring quality. Distinct and durable materials, furnishings and finishes will create a visually cohesive system that will establish a standard of quality that complements the intended building quality.

Extreme climatic variations in southern Nevada require an open-space system that provides comfortable outdoor environments by managing solar orientation and creating favorable microclimates. Through careful solar design, parks, plazas, streetscapes and courtyards will extend the daily and seasonal pedestrian experience within this desert village.

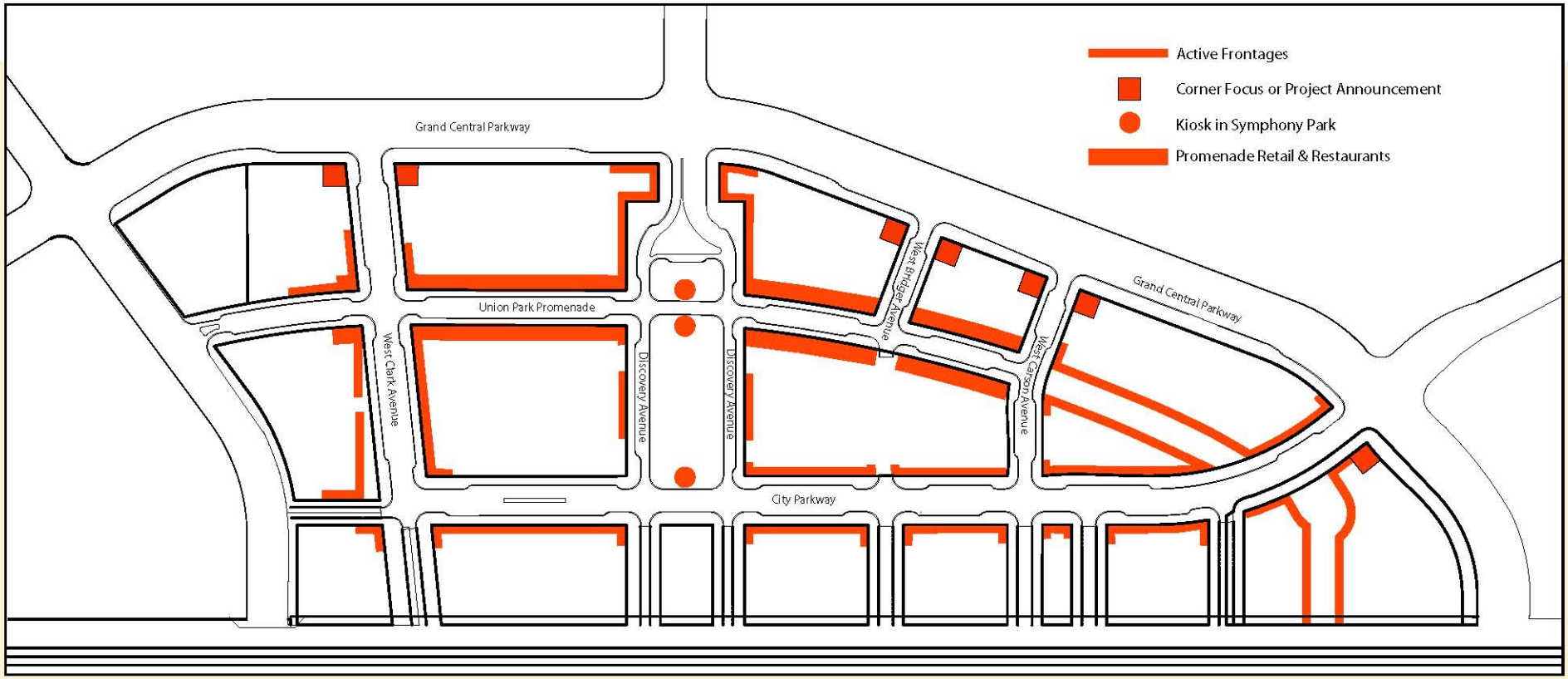
The primary organizing axis of the public space network runs east-west along the City's Lewis Street corridor, with streets named Discovery Avenue to the west of the railroad tracks. A collection of open spaces and active uses along this corridor are intended to establish a strong and direct relationship to downtown Las Vegas. Three primary spaces are positioned as a sequence within Union Park: a forecourt at the project entrance on Grand Central Parkway, a major urban park currently known as Symphony park, and a stepped plaza and associated bridges which allow pedestrians to cross the railroad tracks. This area is currently known as "The Crossing."

The primary north-south open space within the Union Park village is a pedestrian-oriented street known as the Promenade. The Promenade is uniquely designed as a signature public space within the development, linking several districts and public spaces along its north-south orientation.

The Promenade is anchored at its northern end by Gateway Plaza, a public space that organizes an entertainment district and transitions Union Park to Fremont Street in downtown Las Vegas. On the southern end, the Promenade arrives at a medical district. While medical and supporting uses may be organized around an internal open space system, the primary address for the area is West Clark Avenue. This street has been planned as a cool, green esplanade, with opportunities for both strolling and gathering.

Union Commons is a semi-public space defined by residential uses, intended to primarily serve these residents, but not be gated. Views, sight lines and pedestrian circulation to and from adjoining streets is intended.

A final component of the open space system at Union Park is represented by the pedestrian streetscapes, places of comfort, distinctive identity and sustainable quality.



Active Frontage Locations

INTENT:

- *To create energized urban streets which support a pedestrian environment.*
- *Active frontages are comprised of retail and restaurant uses, as well as residential and office building lobbies (and some other uses).*

REQUIRED

1.5.1 Active Frontages along the Promenade

The promenade will be the most vibrant and energized pedestrian corridor within the site. It shall be continuously lined with active building frontages.

1.5.2 Active Frontages along Grand Central Parkway

Grand Central Parkway will be one of the site's busiest vehicular corridors, and exposed parking will be permitted along it. Active building frontages are encouraged along the Parkway at its intersection with Discovery Avenue and other corners.

1.5.3 Active Frontages along West Clark Avenue

This street is an address for the medical/office neighborhood and an important pedestrian conduit within the site, and shall be lined with active frontages.

1.5.4 Active Frontages along Discovery Avenue

Discovery Entrance shall be lined with active uses to mark its significance as the primary entrance into the site.

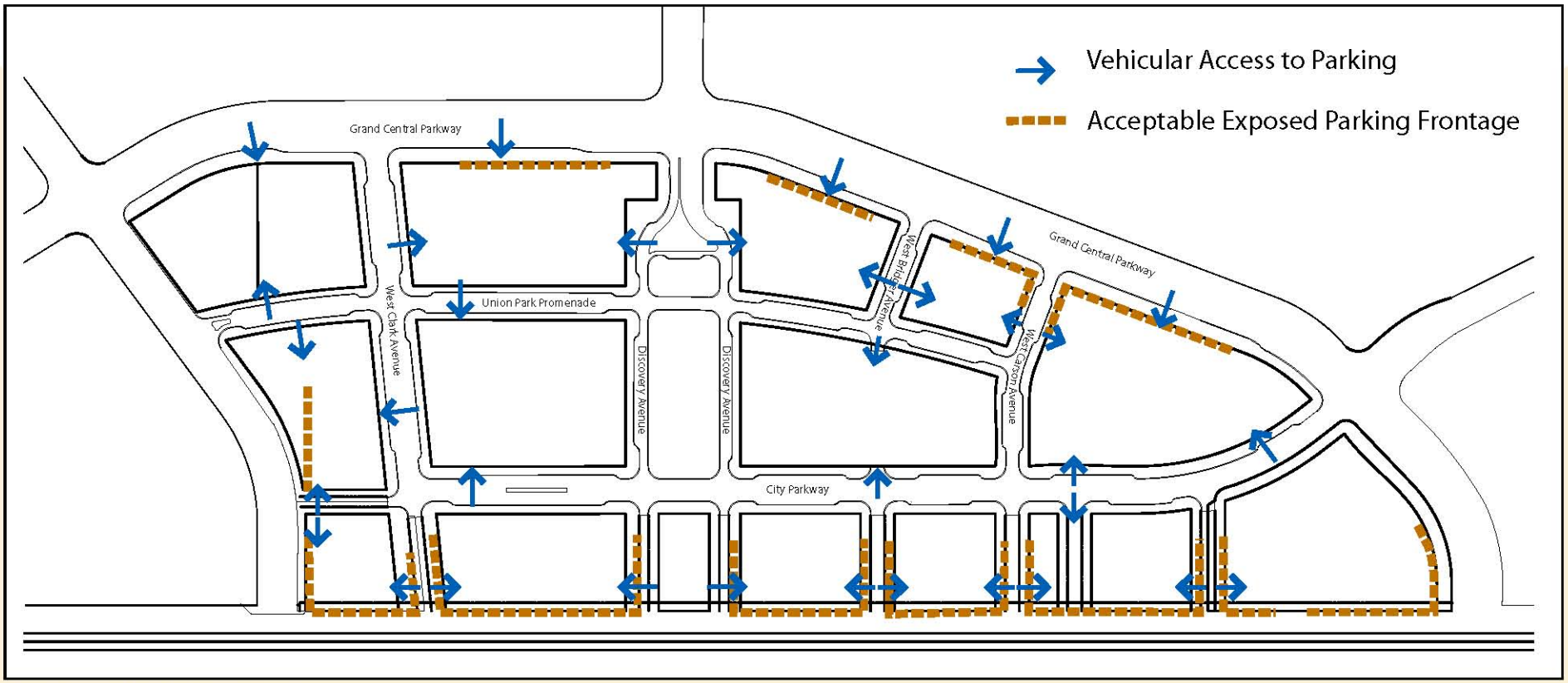
1.5.5 Union Park Promenade

On The Union Park Promenade, emphasize only retail and restaurant uses. The Union Park Promenade shall be terminated at its south end by a knot of active frontages at its intersection with West Clark Avenue. This is the most intensive grouping of active day and night-time uses. Uses along The Union Park Promenade from Discovery Avenue to West Carson Avenue should include service oriented businesses for the residences of Union Park.

RECOMMENDED

1.5.6 Grand Central Parkway

Corners on Grand Central Parkway should be developed as spot retail, restaurants and display space at the ground level.



Parking Access and Allowable Exposed Parking

INTENT

- *To provide a simple, easy to navigate system of parking access.*
- *To conceal parking from public view to the greatest extent possible.*
- *To minimize vehicular access (curb cuts) on primary building frontages and to reinforce a clear hierarchy and organization of circulation within Union Park.*

REQUIRED

1.6.1 Vehicular Movement

Vehicular movement on site is shown on the diagram. All streets shall be two-way, with the numbers of lanes sized to the anticipated traffic volume, varying from street to street.

1.6.2 Parking Access

Parking requirements for the project shall be accommodated within above grade and below grade parking structures.

Generally, vehicle access is allowed in the midsection of each block as shown on the diagram and is to be coordinated with adjacent block access. Vehicle access is allowed on more than one block face. However, each block may have only one such access on any block face. Details of block access are illustrated in the individual block guidelines. These guidelines also maximize uninterrupted public sidewalks and minimize conflicts between vehicles and pedestrian.

1.6.3 Vehicular Access Along The Union Park Promenade

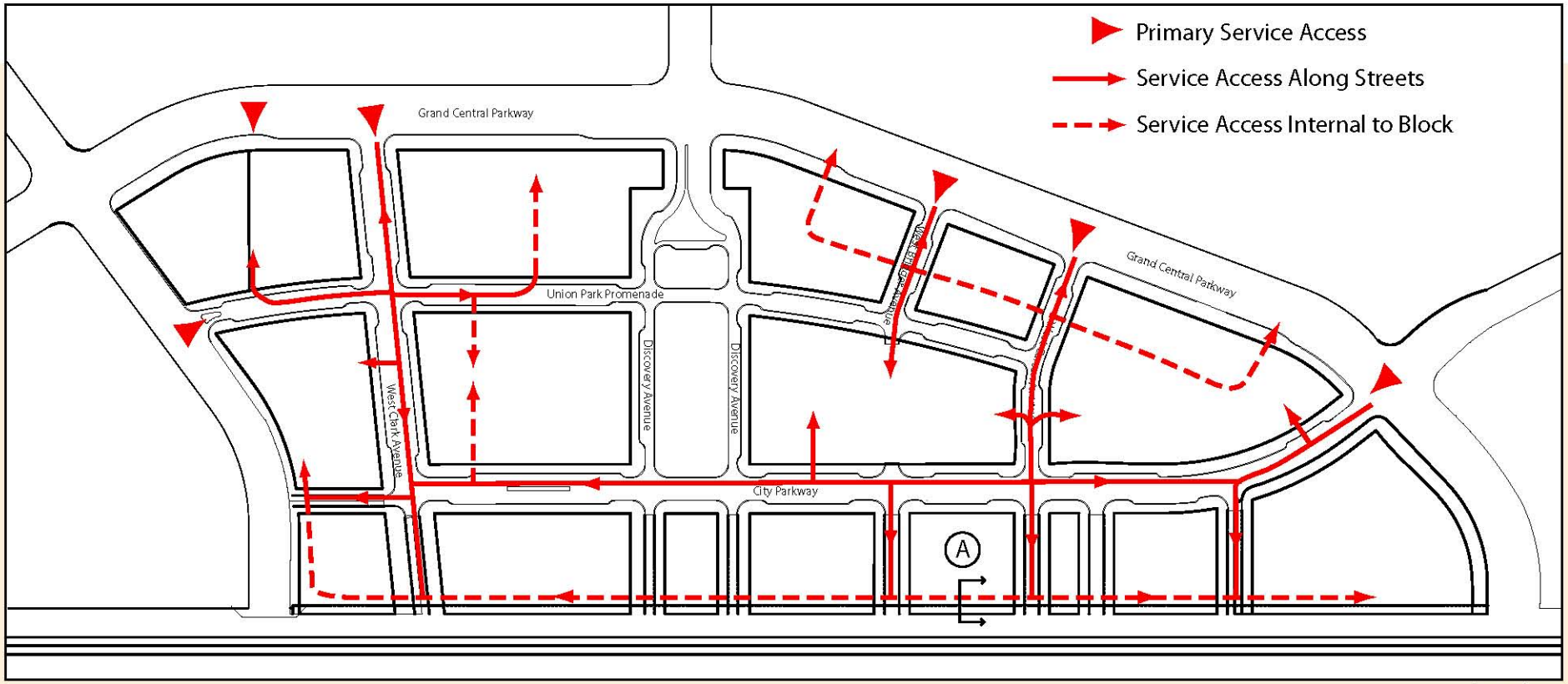
The northern portion of the Promenade shall not be used for vehicle site access between Discovery Avenue and West Carson Avenue. All other streets may have vehicle access as shown.

1.6.4 Exposed Parking Frontages

Exposed parking shall be restricted to those building frontages along the railroad tracks and Grand Central Parkway and as otherwise shown in the individual parcel diagrams. Exposed parking shall be avoided along the Promenade, and shall be minimized (and avoided , if possible) along West Clark Avenue and City Parkway. Exposed parking shall be treated architecturally consistent with adjacent buildings.

1.6.5 Parking Pockets

- Parking pockets along public streets shall be provided by block developers per landscape schematic design drawings and deeded back to the City for ongoing maintenance. On private streets they will not be deeded to the City.
- Each block landscape plan shall accommodate 1 "multi-meter" parking meter pay station per parking pocket, to be installed and operated by the City.



Service Access

INTENT

- *To minimize and mitigate the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.*

Vehicle access is defined to include service and emergency vehicles as well as general traffic.

REQUIRED

1.7.1 Service Access Along Union Park Promenade

Service access shall not be located along the northern portion of Union Park Promenade, so as not to disrupt the street's character as the primary pedestrian conduit within the site.

1.7.2 Service / Delivery Locations

Building deliveries, trash pickup and other service needs shall take place primarily in the interior areas of the plots, and shall be screened from primary public view.

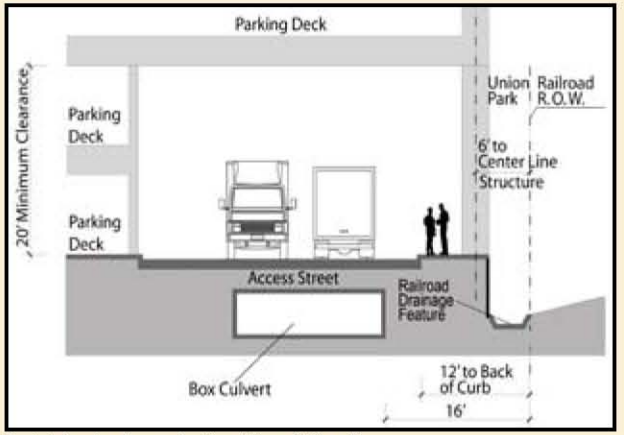
ACCEPTABLE

1.7.3 Shared Service Access

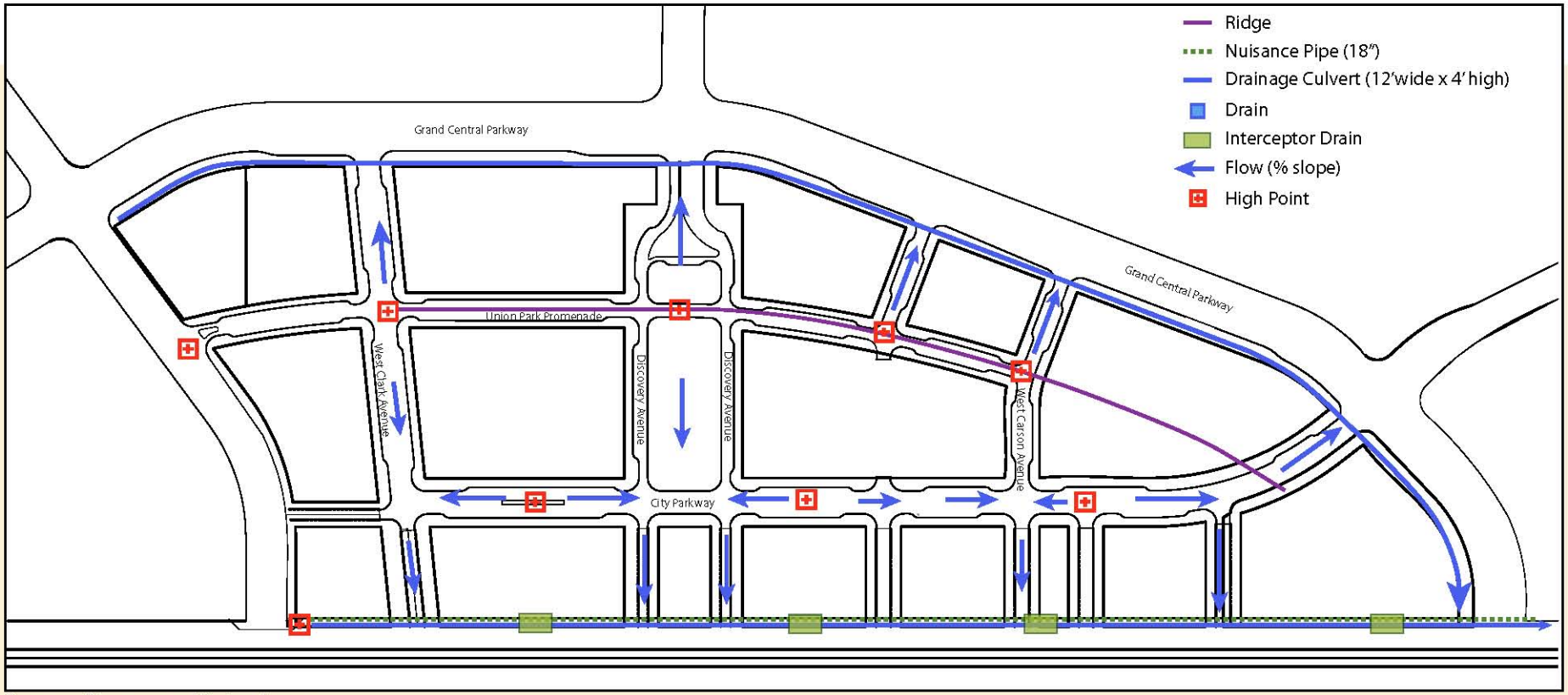
Service vehicles may enter at the same locations as general public or resident parking. Service access is also provided through alleys that run along the interiors of the blocks.

1.7.4 Railroad Right of Way

See civil design drawings for detailed condition along railroad ROW and required materials & color for exposed retaining wall.



Typical Service Access Section (Along Railroad)
Note: Subject to change depending on engineering design



Stormwater Management and Drainage Features

INTENT

The site is graded to:

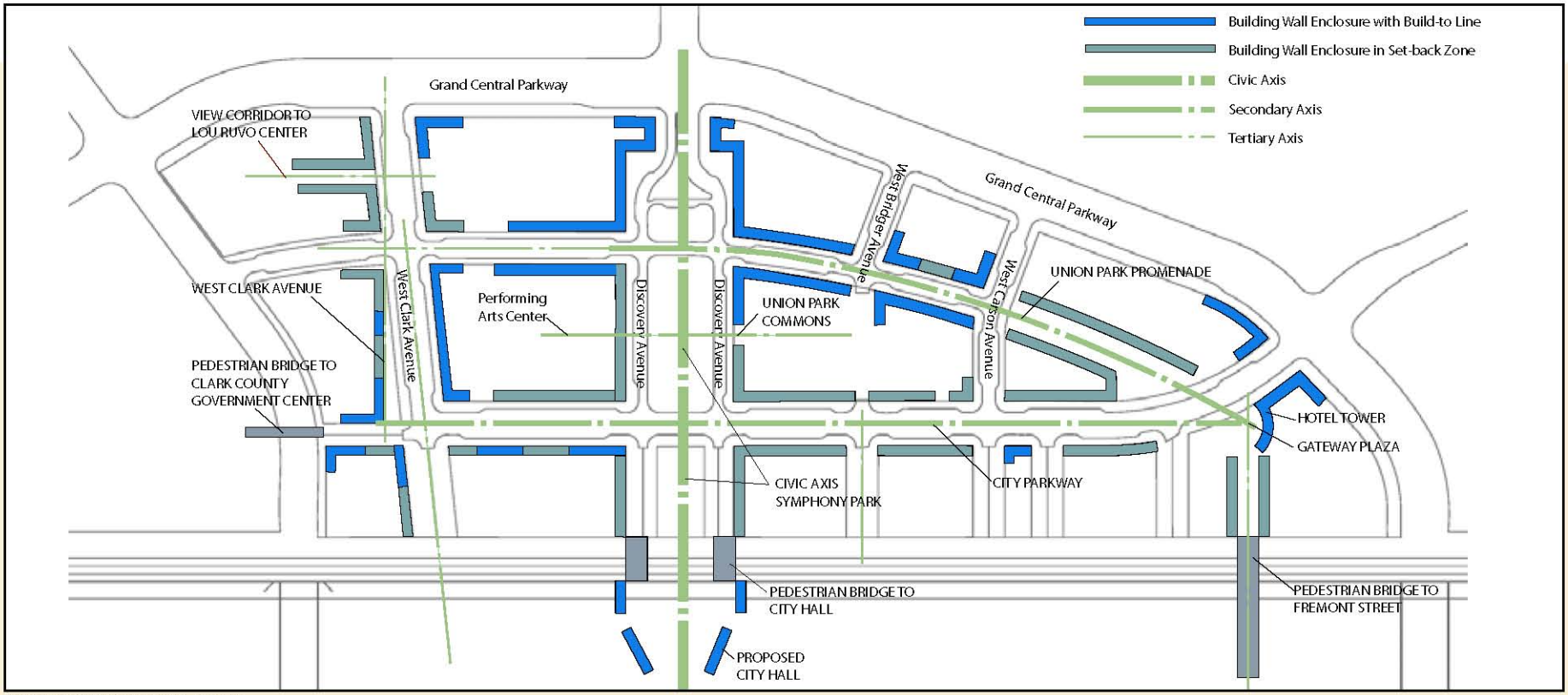
- *Capture storm water runoff in any perimeter landscape areas to potentially clean the water prior to conveyance via pipe to Lake Mead.*
- *Prevent flash flood infiltration within buildings.*
- *Maintain building finished floor elevations at street level to provide strong relationships between buildings and sidewalks.*
- *Establish subtle visual prominence at the centerline ridge defined by the Promenade.*

Most street grading will occur as a fill condition over the existing grade. As noted, the site is graded with a subtle ridge established near the arc defined by Union Park Promenade. Water moves east and west from this area, toward the park and railroad edge and toward Grand Central Parkway.

REQUIRED

1.8.1 Building and Street Flow Line Separation

The City of Las Vegas requires that building finished floor elevations in Union Park shall be positioned 12" above the flow line of the street which it adjoins. Strategies to address this requirement vary by street, relying primarily upon careful sidewalk grading from back of curb to future building floor elevations. Sidewalks have been designed with maximum cross-slopes at 2.5%. Street drainage is currently collected by inlets located primarily along east-west streets to intercept accumulating stormwater as it moves away from the Promenade. Each street is crowned along its centerline.



Building Wall Enclosures and Site Axis

INTENT:

- *To control the location of building walls to define and contain the street space, to concentrate and reinforce pedestrian activity, create a sense of the street as a place and accommodate associated activities, to emphasize views and vistas within Union Park.*

Build-to lines or zones have been established to frame the major streets, creating outdoor spaces sheltered from the sun, comfortable and human-scale.

REQUIRED

1.9.1 Building Wall Enclosure

Provide setback and build-to zones for building frontages as shown in the diagrams in Section 4 where it is important to have buildings abut or setback from the street lines.

1.9.2 Union Park Promenade Building Wall Enclosure

Building frontages at street level to a height of 35–40' along the Promenade shall follow the build-to line. The Promenade building frontages shall follow the curvature of the streets precisely, with allowances being made for the tolerances of manufactured elements, building components and glazing. Above that height, setbacks within the setback zones of up to 25% of the building frontages may occur.

1.9.3 Percent Setback Allowed

On other streets, 75% of the building frontage must follow the build-to line. The remaining 25% may be set back for building entries, patios and pedestrian walkway entrances.

RECOMMENDED

1.9.4 View and Vista Lines

Buildings that terminate view and vista lines within the 61 acres should respond to these focal points with design features that emphasize their location.

INTENT

- *To create a visible urban skyline for Union Park as a marketing and branding tool.*
- *To preserve views from each tower, and to avoid blocking views from adjacent development.*
- *To preserve views to the towers in Union Park from points of view outside the site.*

The individual parcel diagrams in Section 4 illustrate where it is permissible to create tower buildings.

REQUIRED

1.10.1 Tower Location

Each tower shall be located with respect to preservation of the viewsheds of other towers in Union Park. In general, this means staggering or offsetting the footprints of towers so that buildings do not face each other directly across narrow spaces.

1.10.2 Parcels With Multiple Towers

Some blocks will contain more than one high-rise tower. In the event that more than one tower is on one block, the towers shall be offset to preserve the viewsheds and avoid direct views into adjacent buildings.

1.10.3 Tower Form / Configuration

Towers shall not be created in long slab configurations except where shown, because of the concerns about view blockage. Instead, towers shall be developed as point towers which have a more compact floorplate and less of a visual profile.

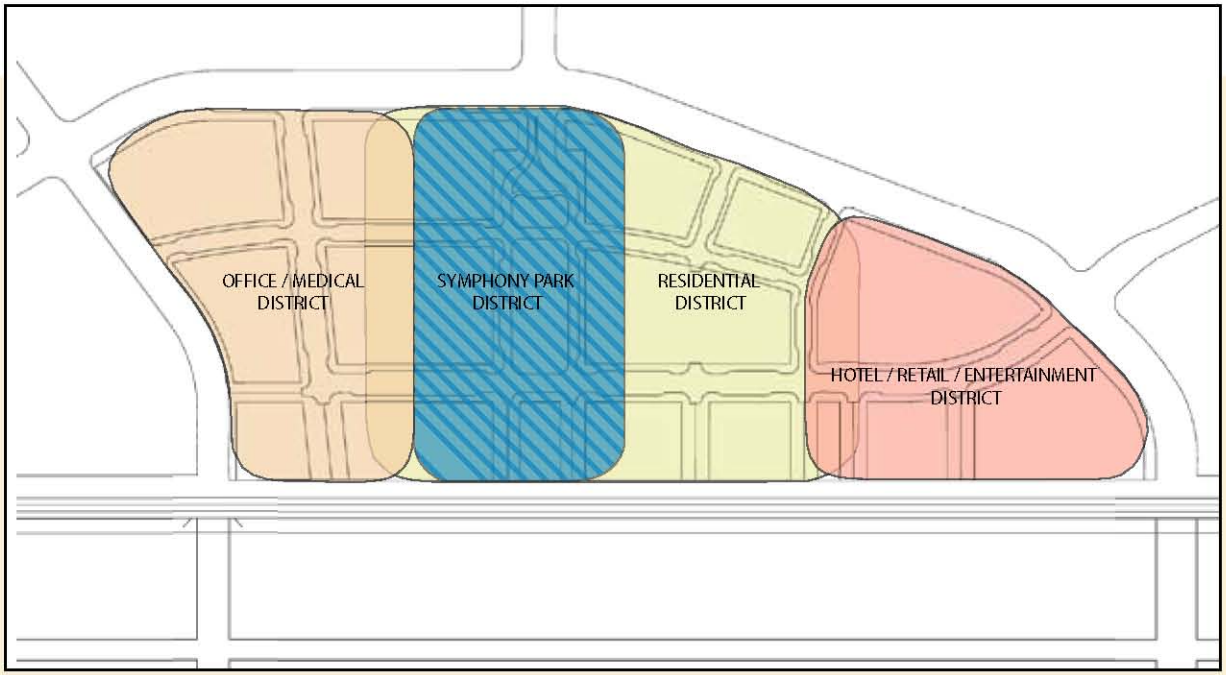
1.10.4 Allowable Tower Locations

Towers shall only be located in the positions shown in the diagram in this section. This diagram illustrates some flexibility on each parcel, to accommodate different locations of cores, building lobbies, service and other design features.

ACCEPTABLE

1.10.5 Lower Tower Limits

A lower tower structure may be incorporated, which may rise no more than 10 stories or 150' from the podium. The purpose of this is to preserve views over the lower tower from the higher tower. This is shown on several of the residential parcels in this Section.



OFFICE / MEDICAL DISTRICT

- Building heights lowest with respect to Union Park
- Architecture of Parcel A2 should be respectful of and respond to Lou Ruvo Alzheimers' Center
- Buildings monolithic and monumental in character, with larger scale fenestration patterns, lower degree of texture on skin and massing, expressing the nature of the use as business
- Adopt a formal landscape with respect to public space
- Towers form the street wall
- Buildings at W. Clark Avenue street level expected to respond to this street in the form of linear plazas facing Clark Avenue

SYMPHONY PARK DISTRICT

- Buildings translate the cultural, contextual and vibrant nature of Symphony Park into the vertical in massing, texture, fenestration and skin
- Parcel H/I lies on an important public axis—a public space that activates Symphony Park
- Buildings exhibit a civic/cultural scale and identity
- Buildings on the important axes should reflect that position in their character
- Buildings outline Symphony Park—responsible for defining the scale, closure and space
- Boutique hotel to directly respond to Symphony Park and the Performing Arts Center
- Hotel may create a visual connection to Parcels F/G
- Street level activates the area around the park
- Formal architectural character, yet making visual/ physical connections to Symphony Park

RESIDENTIAL DISTRICT

- Intimate and humane scale
- Skin and massing have a high degree of texture compared to other districts
- Buildings closer to one another and respond to each other in form and massing
- Semi-private character in hierarchy of public space
- Green-inspired: fenestration includes operable windows, accessible balconies and decks
- Landscapes and green habitable spaces on upper floors of towers
- Comfortable and penetrable spaces with informal character
- Retail spaces meant to activate the streetscape—towers that reach ground are to activate their streets in this district.

HOTEL / RETAIL / ENTERTAINMENT DISTRICT

- These buildings will include the tallest compositions on the site
- Gateway towers exploit views into the site
- Textures, fenestration, massing is subtle and sophisticated to reveal "entertainment"
- Active retail at street level extends into entertainment district to maintain pedestrian densities of restaurants and entertainment spaces
- Strong pedestrian link between Fremont Street and Union Park
- Expressive of physical connection and respectful of adjoining residential units
- Strong sense of excitement, movement, dynamic forms

INTENT

- *To enrich the resident and visitor experience by providing stimulating, interesting visual and tactile experiences in public areas of Union Park*
- *To develop a character and identity for Union Park that is about the enduring qualities of intellectual and emotional life, befitting a world class city.*
- *To celebrate the city, its history, culture and achievements through the expression of the arts community*

OPPORTUNITIES

The types of opportunities for art in Union Park include:

A. Art as an integral, permanent part of individual buildings

B. Art as an integral part of on-site landscape design, seating, lighting, paving, plant materials and other streetscape elements

C. Art institutions which can occupy their own sites or be part of a building complex

D. Performing arts, keying on the thematic presence of the Performing Arts Center

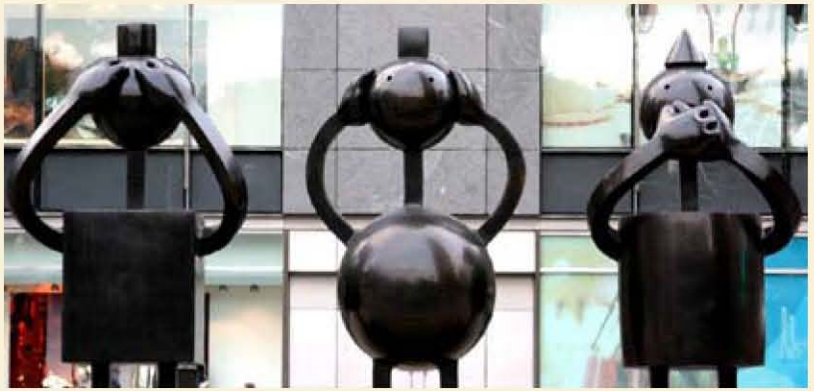
E. Performing arts spaces (external or internal) and performing arts programming throughout the year

F. Commercial art venues, such as art galleries and exhibit spaces

G. Spaces for temporary exhibit of public art as part of a public art program

H. Arts organizations and space for publicly-accessible arts activities such as studios and display space

I. Funding for art pieces, arts programming,



REQUIRED

1.12.1 Minimum Public Art Requirements

Each parcel in Union Park shall demonstrate that it contains at least four of the listed opportunities for art-related spaces, design or programmatic features, as part of the Design Review process.

1.12.2 Public Art Accessibility

Each parcel's art-related features that meet the criteria above shall be accessible to the public and accessible to public view during the daytime and evening hours. Such facilities may, because of their special nature, be protected from public access during the late evening and early morning hours.

1.12.3 Public Art Design Review

Public art which is selected or commissioned for display shall be included in the Design Review process for each development parcel, beginning at the initial Design Review presentation. Its development shall be considered in conjunction with the building and site design as part of the Design Review process.

RECOMMENDED

1.12.4 Public Art Coordination

It is recommended that each developer become familiar with the art facilities and programs being developed by others in Union Park and, to the extent possible, provide complementary arts offerings that will contribute to a rich and varied offering of the arts in Union Park.

INTENT

- *To utilize sustainable design techniques in developing each site and building in Union Park, promoting integrated practices that show that the project is responsible to the future environmentally, economically and socially.*

Definition of Sustainability

Project sustainability is an economic state where the demands placed upon the environment by people, activity and commerce associated with the project can be met without reducing the capacity of the environment to provide for future generations.

The American Institute of Architects Committee on the Environment has developed a draft definition of sustainable design practice that is applicable to the projects in Union Park. This definition is as follows:

The linked domains of sustainability are environmental (natural patterns and flows), economic (financial patterns and equity), and social (human, cultural and spiritual). Sustainable design is a collaborative process that involves thinking ecologically—studying systems, relationships and interactions—in order to design in ways that remove rather than contribute to stress related to systems.

1.13.1 Measuring Sustainability at Union Park

The Design Review Committee will include sustainability in its review of each project. Each applicant shall design their project to a level of sustainability that is LEED Certified or greater.

LEED Certified status is achievable by having a conscious strategy of energy conservation and project sustainability from the outset and by exercising a professional level of care with regard to specifying materials and equipment and in other respects using widely available knowledge to create an environmentally-responsive building.

The burden will be on each project design team to set and achieve sustainable goals, and to demonstrate that it is making progress toward these goals, as part of the design review process.

The approach will be implemented by a process that is integral to the Design Review procedure established by these Design Standards. This process includes the following steps, coordinated with the Design Review process described at the back of these Design Standards.

BLOCK PLANS: The developer shall submit a strategy to the Design Review Committee, which shall demonstrate that the project will be designed with the LEED Certified rating as its minimum goal. A preliminary LEED checklist is due at the Block Plan/Schematic Design level.

At the time of Design Review Committee review of the Block Plans, the owner shall submit a signed letter committing to the LEED certification process and building commissioning, including a stated intention to retain a commissioning agent.

DESIGN DEVELOPMENT: The developer shall submit to the Design Review Committee a LEED checklist with some expanded explanation of how the assumed points will be achieved to create a LEED Certified or higher project, and a letter from the commissioning agent or LEED-AP confirming the checklist approach.

Buildings must demonstrate 10% improvement in proposed building performance rating compared to ASHRAE Standard 90.1-2004 by whole building simulation (or meet the requirements of LEED ND Green Construction and Technology Credit.)

REVIEW OF CONSRUCTION DOCUMENTS: The developer shall submit to the Design Review Committee the completed LEED checklist with a letter from the commissioning agent confirming the preparation of documents for submission to the USGBC. The DRC will also review the project with respect to the other criteria that it is responsible for, described elsewhere in this document.

To supplement the LEED program and to assist the developer in obtaining the credits needed to gain LEED Certified rating, the AIA Committee on the Environment has published its "Top Ten Measures of Sustainable Design" Each of these includes credits found in LEED, the most widely used measure of sustainable building projects in the United States.

SUSTAINABLE DESIGN INTENT – having a strategy and following it

REGIONAL THINKING – an appropriate place in the region

Site Ecology at Different Scales

BIOCLIMATIC DESIGN – natural controls working with the climate

LIGHT & AIR – daylighting and natural ventilation

WATER CYCLE – conservation

ENERGY FLOWS AND FUTURE – energy conservation

MATERIALS AND CONSTRUCTION – green materials, recycling, local materials

LONG LIFE, LOOSE FIT – adaptability to change over the life of the building

COLLECTIVE WISDOM AND FEEDBACK – soliciting help and getting responses

The major categories in the LEED system are:

SUSTAINABLE SITES

WATER EFFICIENCY

ENERGY AND ATMOSPHERE

MATERIALS AND RESOURCES

INDOOR ENVIRONMENTAL QUALITY

INNOVATION AND DESIGN PROCESS

Each of these has a series of criteria that are more fully described in the LEED literature.

SITE SUSTAINABILITY

A number of sustainable site development practices have been highlighted below to define specific opportunities for Union Park. The list is not intended to represent a complete LEED description.

1.14.1
Alternative Transportation

Public transportation access (not in scope of individual project)

INTENT: An inter-modal transportation station which includes light rail, commuter rail, regional and local bus service and a monorail, concentration of development density around the transit station.

BENEFIT: Reduce pollution and land development impacts from automobile use, to best serve the development of this site and downtown.

1.14.2
Alternative Vehicle Parking

Each block face shall incorporate motorcycle and/or alternative vehicle parking in remainder areas of parking pockets once auto spaces are accommodated.

1.14.3
Storm Water Management: Rate, Quantity and Treatment (not in scope of individual project)

INTENT: A Grading and Drainage (Storm water) Plan development for the entire 61 acre site. Storm water transport to Lake Mead via pipes after taking it through treatment systems.

BENEFIT: Reuse of storm water volumes.

1.14.4
Water Efficient Landscape

INTENT: Master plan gray water reuse system for the village, high efficiency irrigation products, and selection of streetscape plants with low watering needs. (Ref: Las Vegas Municipal Code Title 14 (water regulations and drought plan))

BENEFIT: Limit or eliminate the use of potable water for landscape irrigation. Overall water use reduction.

1.14.5
Resource Reuse

INTENT: Record and track all salvaged and reused components, village-wide. Determining a common building material, one that is readily available and in large supply, that can be used throughout the village.

BENEFIT: Reducing the demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources.

1.14.6
Regional Materials: 20% Manufactured Regionally

INTENT: Common and readily available materials should be pursued.

BENEFIT: Local character of the place. Increasing demand for building materials and products that are extracted and manufactured within the region, supporting the regional economy and reducing the environmental impacts resulting from transportation.

1.14.7
Materials: Light Colored High Albedo Materials

INTENT: Reduce impervious surfaces and thermal mass use. Light non-reflective colors for heat reflection, with glare control.

BENEFIT: Minimize heat gain and glare effect on streets to make the streets more pedestrian friendly.

1.14.8
Shading: Shade Trees, Shading Structures, Building Mass

INTENT: Create shaded streetscapes using shade trees, shade structures and building mass according to the orientation height to width ratio and use of streets.

BENEFIT: Greater use of streets by pedestrians by reducing the impact of the outdoor temperature extremes. To create a comfortable urban micro-climate with optimal street design.

1.14.9
Orientation: East/West Street Orientation, Building Mass Flanking the Streets

INTENT: Building shall be oriented according to sun path in summer and winter.

BENEFIT: Shaded and more pedestrian friendly streetscapes.

1.14.10
Heat Island Effect: Non-Roof: Low Level Landscape, Light-Colored, High Albedo Materials, No Surface Parking

INTENT: Low level landscape, Light-colored, high albedo materials shall be provided. No surface parking shall be included.

BENEFIT: Reduce heat islands -thermal differences between developed and undeveloped areas.

1.14.11
Alternative Transportation: Bicycle Storage and Changing Rooms

INTENT: Bicycle racks shall be included on public streets and open spaces. Changing rooms and shower facilities provided as part of individual building development.

BENEFIT: Reduce pollution and land development impacts from automobile use.

1.14.12
Innovation in Design: Art Work Street Furniture

INTENT: Art work shall be provided on streets as part of street furniture.

BENEFIT: Beautiful streetscapes.

BUILDING SUSTAINABILITY

The potentials for saving energy, conserving resources, making buildings more enjoyable, productive places to live and work, and reducing life-cycle cost are all consistent with one another, since these goals and means are interrelated. Building design is susceptible to the same type of strategy and analysis as the site design. The major categories of these elements in building design include these LEED topics. As discussed, the applicant is free to set goals, create a strategy from these and other elements, and track progress toward meeting the goals. If the applicant wishes to adopt LEED or one of the other systems, this is encouraged.

Potential Sustainability Techniques

INNOVATIVE WASTEWATER TECHNOLOGIES
Reduce generation of wastewater

WATER USE REDUCTION
Maximize water efficiency

BUILDING SYSTEMS COMMISSIONING
Verify that building elements and systems are installed and calibrated to operate as intended

MINIMUM/OPTIMUM ENERGY PERFORMANCE
Achieve higher levels of energy performance above required standards

OZONE PROTECTION
Reduce ozone depletion through reduction of CFC's and other contributing sources

RENEWABLE ENERGY
Onsite renewable energy self-supply

GREEN POWER
Use of grid-source renewable energy technologies

STORAGE AND COLLECTION OF RECYCLABLES
Facilitate collection and retrieval of recyclables used by building occupants

BUILDING REUSE
Increase life cycle of building, and reduce manufacturing and transport of building materials

CONSTRUCTION WASTE MANAGEMENT
Direct construction-related recovered resources appropriately

RESOURCE REUSE RECYCLED CONTENT
Use recycled materials to save on extraction and processing of virgin resources.

REGIONAL MATERIALS
Local resource use where possible

RAPIDLY RENEWABLE MATERIALS
Emphasize over long-cycle renewable materials

CERTIFIED WOOD
Environmentally responsible forest management

IAQ PERFORMANCE
Set and improve on indoor air quality performance

CARBON DIOXIDE MONITORING
Provide for indoor air monitoring for CO2

VENTILATION EFFECTIVENESS
Provide for delivery and mixing of fresh air

CONSTRUCTION IAQ MANAGEMENT PLAN
Program for construction-related indoor air quality

INDOOR CHEMICAL AND POLLUTANT CONTROL
Reduction of indoor air contaminants and chemical exposure from materials

CONTROLLABILITY OF SYSTEMS
Provide for high level of individual and small group control of lighting, thermal and ventilation systems

DAYLIGHT AND VIEWS
Provide for outside connections for building occupants

INNOVATION IN DESIGN
Features building performance that are innovating and not addressed by existing rating systems

LEED OR OTHER SYSTEM ACCREDITED PROFESSIONAL
Set up and run environmental aspects of design program

2 STREETSCAPE and OPEN SPACE

This section describes each Union Park street type, streetscapes and open space, with street sections, plans and illustrations of their character, streetscape and other design features. The matrix of available streetscape elements such as light fixtures, benches, waste containers, bicycle racks and other components are more fully described in the Appendix following Section 4. The developer of each block is responsible for implementing these streetscape and open space concepts on each block as they affect that block. The area between the curbs is the responsibility of the City of Las Vegas.

Section 2 is organized into four topics:

HUMAN COMFORT

MATERIAL PERFORMANCE

VILLAGE ERGONOMICS

VILLAGE IDENTITY

An **INTENT** statement is provided for each of these. Then, **REQUIRED** and **RECOMMENDED** Standards for each are enumerated on pages 18 and 19. The Standards are then applied on the following pages of Section 2 to specific Streets, Streetscapes and Open Spaces. Their application is indicated by the number that corresponds with the numbers on pages 18 and 19.

NOTE: Please also refer to the Union Park Streetscape Schematic Design documents available separately.

STREETSCAPE AND OPEN SPACE

Guidelines for streetscape and open space are organized to enhance human comfort in the desert, provide sustainable material performance, establish exceptional pedestrian appeal and establish a contemporary identity for this desert village. The guidelines below are organized under these four objectives.

Guidelines itemized below are keynoted on the streetscape and open space plans that follow. For example, on the Union Park Promenade plan, the guideline "2.2.8 - Tactile Paving" can be found.

In addition to these general guidelines, a detailed set of material and component recommendations have been established for streetscapes and open spaces. These recommendations are itemized on the "Streetscape and Open Space Materials and Components" list found on page 42. Keynote references from this list are also noted on the streetscape and open space plans, normally in conjunction with the general guideline reference. For example, "2.2.8/PV5 - Tactile Paving" refers to Stone Paving at Pedestrian Areas under the tactile paving guideline. An appendix further defines many of the detailed requirements.

While site sustainability intentions have been described previously within these guidelines, they are also incorporated below for completeness. LEED items are highlighted to encourage their application at Union Park. The list is not intended to represent a complete LEED description.

2.1 – Human Comfort

INTENT

- Comfortable urban micro-climates attract both residents and visitors and result in extended outdoor use, providing additional community, retail and commercial benefits.

REQUIRED

2.1.1 – High-Albedo Paving (LEED)

All pedestrian areas shall be constructed of light colored, high-albedo (radiation reflectivity) paving materials in order to mitigate heat build-up. This requirement should not result in high-glare pavements. This standard is based upon a measure of Solar Reflectance Index of at least 29, as defined in LEED SS Credit 7.1: Heat Island Effect.

2.1.2 – Glare Reduction

Low streetscape plantings, such as groundcovers and perennials, shall be used at prescribed percentages to reduce solar glare and heat absorption. These plantings shall not disrupt pedestrian circulation or access to on-street parking. Additional plants such as vines may occur on vertical surfaces such as green screens and on overhead trellises.

2.1.3 – Shade Structures – Promenade

Architectural shade structures shall be constructed, to village guidelines, along the Union Park Promenade. The Promenade shade structures may incorporate lighting, ventilation fans, misting, plants and retail signage.

2.1.4 – Shade Structures – Intense Heat Zones

Architectural shade structures covering the streetscape sidewalks shall be built in all intense heat zones identified in the Solar Exposure Analysis on page 63. A minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21.

2.1.5 – Shaded Right-of-Way (LEED)

Street trees shall be selected, spaced and nurtured to maximize the shading of right-of-way pavement by providing a continuous canopy where designated. When trees reach approximately 50% of their mature size, a minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21. All trees shall be a minimum of 60" box size.

2.1.6 – Cool Site Furnishings

All site furnishings shall be light-colored and non-metallic in an effort to limit solar heat conductivity. Vinyl-covered metal is prohibited.

RECOMMENDED

2.1.7 – Cooling Water Features

Cooling water features, aerated water devices and misting systems should be placed near or adjacent to pedestrian circulation and gathering areas and building entrances. Limited amounts of water should be used in order to be environmentally responsible. Use of water features and misting systems shall not conflict with the City of Las Vegas Drought Plan, LVMC Title 14.

2.1.8 – Increased Air Circulation

Where possible, architectural shade structures and large plantings should be designed to funnel prevailing breezes to increase air circulation, evaporation and flush out heated air. Artificial air circulation devices may be utilized as part of shade structures, but without the use of Freon.

2.1.9 – Photovoltaic Elements

Photovoltaic elements should be explored to power 'cool seats', misting elements, water features, ventilation systems, irrigation and lighting. These elements may be incorporated into the street light infrastructure.

2.1.10 – Sunlit Areas

Sunlit spaces and clearings should be designed for use during cool seasons, and should be integrated into the rhythm of the streetscape. Proportioned distinctions between shade and light will typify the Union Park streetscape.

2.1.11 – Recessed Gathering Areas

Small recessed (sunken) gathering areas with 'earth seats' that benefit from the cool ground conditions should be considered. These areas may include water and shade canopies. Earth seats are built into the recessed ground.

2.2 – Material Performance

INTENT

- Use of high quality building materials will establish long-term value at Union Park and act as a precedent for future development in downtown Las Vegas.
- Durable and environmentally responsible building materials and methods may reduce resource and energy consumption, support the regional economy and inspire future sustainable development in downtown Las Vegas.

REQUIRED

2.2.1 – Efficient Landscapes (LEED)

Landscape development for all streetscapes and open spaces shall utilize water conserving plantings and high efficiency irrigation products and systems. This standard is based upon reducing water consumption for irrigation by 50% from a calculated mid-summer baseline case, as defined in LEED SS Credit 1.1: Water Efficient Landscaping.

2.2.2 – Erosion Control (LEED)

Landscape development for streetscapes and open spaces with slopes greater then 3:1 shall utilize permanent erosion and sedimentation control measures.

2.2.3 – Tree Trenches

Street trees shall be planted in continuous tree trenches beneath sidewalks. These trenches shall be designed to promote thriving long-term tree health by allowing widespread and un-compacted root growth in a well-drained structural soil medium.

2.2.4 – Pavement Loading

All streetscape pavements accessible by vehicles shall be designed to withstand vehicular loading, anticipating potential use by service and emergency vehicles.

2.2.5 – Integrated Pavement Systems

All scoring patterns shall conform to the streetscape module as defined within these guidelines in the Streetscape Network Matrix. Jointing shall integrate with all streetscape elements, material changes and surface utility components. Score lines in curbs and gutters shall align with score lines in sidewalk paving. Where curb and gutter systems are completed prior to sidewalks, sidewalk jointing should be coordinated with curb and gutter jointing.

2.2.6 – Light Pollution Control (LEED)

Light pollution shall be minimized through the use of low lighting profiles, recessed luminaires and minimal luminance levels, where street light in cast downward. This standard is based upon designing exterior lighting so that all site and building-mounted luminaires produce a maximum illuminance value no greater than 0.20 horizontal and vertical footcandles at the site boundary and no greater than 0.01 footcandles 15 feet beyond the site, as defined in LEED SS Credit 8: Light Pollution Reduction.

Note that ambient light emanating from retail storefronts may not be included in these measurements.

2.2.7 – Streetscape Grading

Streetscape grading shall follow City requirements to minimize potential flooding impact to buildings and occupants, while allowing handicap access and avoiding any sidewalk cross-slopes in excess of 2%. A twelve-inch vertical separation between building finished floor elevation and street flow-line elevation is required.

2.2.8 – Tactile Paving

A fine-grained pattern of unit pavers shall be used in large contiguous areas at prescribed percentages (see matrix for individual street requirements) to define the scale and visual interest of the pedestrian streetscape. Subtle abstractions of the desert floor may be developed in the paving patterns.

2.2.9 – Consistent Quality

Consistent quality shall be implemented between streetscape and private, building-related improvements, in order to uphold the overall quality of the development. For example, streetscape materials may be extended into private areas such as entries.

2.2.10 – Heavy Duty Quality

All site improvements and furnishings should be heavy-duty to withstand the rigors of urban impact and potential vandalism. Residential quality components shall be prohibited.

RECOMMENDED

2.2.11 – Minimize Turf Grass

Planting designs for all streetscapes should avoid the use of turf grass in order to reduce excess water consumption. In open spaces, irrigated turf should be limited to no more than 50% of the developed open space area. Grass species with lower watering needs should be utilized.

2.2.12 – Regional Materials (LEED)

Select regional materials should be pursued where practical in order to minimize transportation costs and benefit the local economy. Where non-regional materials are available more economically to reinforce good trade practices and stimulate global economies, these materials may be pursued.

2.2.13 – Recycled Materials (LEED)

To minimize energy expenditures and new resource extraction for material production, reused and recycled materials should be used for streetscape improvements.

2.2.14 – Clean Storm Water (LEED)

Surface landscape areas and tree trenches should be designed to harvest and clean storm water for reuse in grey water irrigation systems.

2.3 – Pedestrian Appeal

INTENT

- A welcoming, intimate and safe public environment establishes a sustainable basis for a residential community.
- Diverse and engaging streetscapes and open spaces encourage return visitors.

REQUIRED

2.3.1 – Seating

On all retail streetscapes (see page 6) and open space edge conditions, one bench shall be placed for every 75 linear feet of street frontage. On all non-retail streetscapes (see page 6) one bench shall be placed for every 100 linear feet of street frontage. Seating may be grouped to address Requirement 2.3.2 below.

2.3.2 – Pedestrian Rooms

Seating elements shall be assembled in groups of two or more to create inviting outdoor pedestrian rooms within the streetscape. To increase the sense of human appeal, these groups of seating elements shall be combined with special paving, lighting, shade, bike racks and elements of art and water. These places will function as small urban oases, places of enhanced comfort and interest along the street.

2.3.4 – Bus Stops

A pedestrian room (noted above—2.3.2) shall be designed at all bus stops, providing an appealing environment for transit riders.

A bus stop shelter is required to be placed in this location by the appropriate block developer. See Streetscape Schematic Design drawings for requirement.

2.3.5 – Bike Racks (LEED)

Bike racks shall be installed adjacent to all major building entrances and where streetscapes and open spaces meet. A minimum of one four-unit bike rack shall be utilized per each major building entry.

2.3.6 – Utility Coordination

Streetscape designs shall be completed prior to utility placement so utility boxes and vaults can be integrated with the landscape module and placed within preferred utility zones. Utilities shall not interfere with the complete and uninterrupted installation of the streetscape elements.

2.3.7 – Identity Signage

District identity signage/monumentation shall be integrated within the streetscape (both sides of the street) on all streets that enter the Union Park site.

2.3.8 – Pedestrian Safety

Bollards, or other approved elements, shall be placed between noted pedestrian and vehicular zones at distances defined on plans. Tactile paving surfaces shall define pedestrian street-crossing areas.

RECOMMENDED

2.3.9 – Screening

Architectural screens should be utilized to filter and mitigate views to and across railroad tracks where Union Park streets terminate at the railroad.

2.3.10 – Moveable Furniture

A portion of the specified outdoor furniture should be moveable and adaptable to individual building-related needs, climate variations and group dynamics.

2.3.11 – People-Watching

Streetscape rooms should be designed to maximize people-watching opportunities, by organizing proximities and composing furnishings to establish synergies between the two areas.

2.3.12 – Neighborhood Gatherings

Spaces should be created that provide opportunities for neighborhood gatherings and outdoor public life. While these areas may range in size, they should be organized to allow residents the opportunity to temporarily customize them to accommodate neighborhood events and activities.

2.4 – Village Identity

INTENT

- *Regionally appropriate spaces that reflect the Mojave Desert context will define the sense of place at Union Park.*
- *Local materials and patterns will create an authentically distinctive atmosphere, unique to the Las Vegas area.*
- *Simple and abstract patterns and forms, rather than historic recreations, establish a timeless and iconic environment.*
- *Widespread and diverse integration of two- and three-dimensional art elements will reflect the community's value in culture and the aesthetics.*

REQUIRED

2.4.1 – Supplemental Furnishings

When an individual project has more then 5 seating elements, every fifth component shall be picked from the unconventional furnishing list (See appendix 1). Alternatively, these benches can also be custom built by a local artist.

2.4.2 – Suspended Lights

Temporary lights and cables overhanging the Promenade right-of-way may be used to create a distinctive and scaled street space, with these elements occurring no lower then 16'-8" above roadway surfaces.

2.4.3 – Potted Plants

Sculptural potted plants shall be placed at prescribed percentages to animate and informalize the pedestrian streetscape.

RECOMMENDED

2.4.4 – Integrated Art

Art should be integrated throughout the village as a defining element of the urban community. Art includes two- and three-dimensional representations, sound and performance, furniture and infrastructure pieces.

2.4.5 – Sculptural Plants

Plants should be sought for their diverse tactile and visual qualities to establish natural sculpture gardens.

2.4.6 – Desert Bloom

Multi-season concentrations of desert floral color should be integrated into planting designs, providing a staged year-round presentation.

2.4.7 – Story Telling

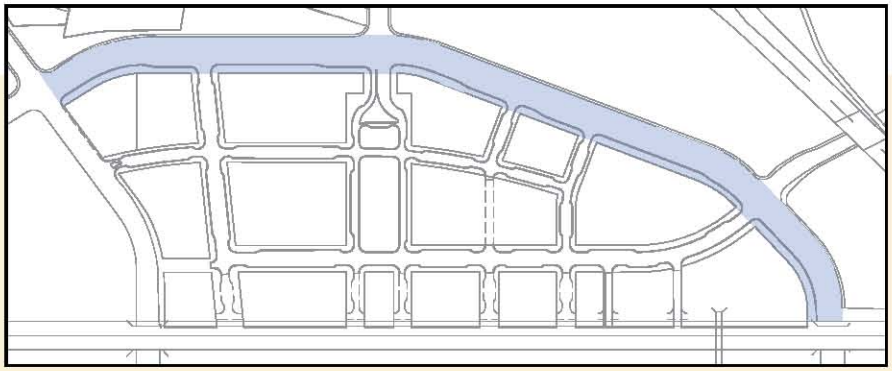
Educational and cultural artifacts and devices that tell a story about the region and place should be integrated into the streetscapes and open spaces.

2.4.8 – Kiosks

Retail and information kiosks should be integrated into the village, in select locations to be noted on future schematic master plan. Kiosks will be positioned on private property.

2.4.9 – Shade Structures: Artist

Arbor and pergola shade structures should be commissioned by artists, in select locations to be noted on future schematic master plan.



As with the world's great urban parkways, Grand Central Parkway maintains a strong, continuous building presence and a unified landscape treatment. People, transportation and building uses are sensitively integrated along the parkway.

Rebuilt from its current condition to accommodate Las Vegas' Bus Rapid Transit, Grand Central Parkway provides designated bus lanes and transit stops in the median.

INTENT

LINEAR PARK A desert garden theme distinguishes the parkway, symbolically connecting the city to its Mohave Desert context, culminating at the Ruvo Center and Clark County landscapes. The pedestrian area functions as an oasis of sorts, a comfortable, safe and interesting corridor for residents to both stroll and linger. Layers of trees shade the Union Park walkway from afternoon sun, and separate auto from pedestrian zones.

DISTRICT EDGE Sense of place drives the parkway plan. The parkway defines the edge of this new downtown district and presents it to passersby as a diverse and animated village. Modulated landscape patterns incorporate diverse and tactile plant forms, celebrating regional qualities that make Las Vegas exotic. Street-front buildings overlook the parkway and showcase it as a high quality mixed-use community.

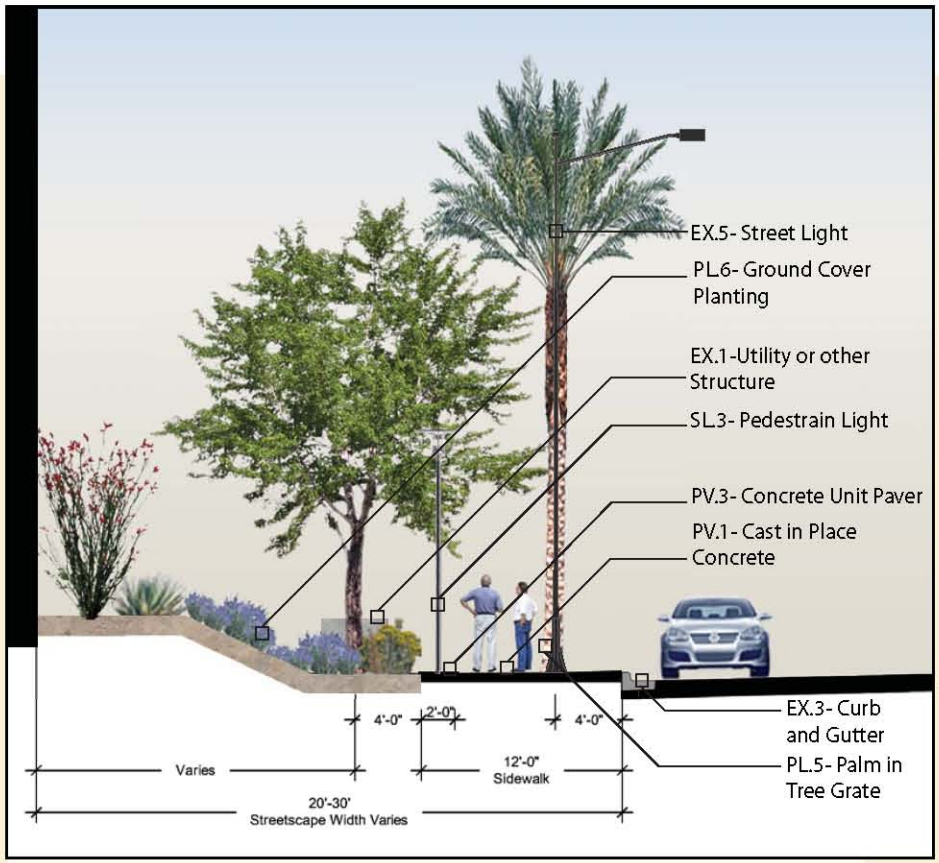
SUSTAINABLE LANDSCAPE A number of environmentally beneficial practices may occur within the parkway landscape. Prior to entering pipe conveyance, plant and microbial filters could collect and clean storm water run-off. With the use of tree cover and other plants, urban heat island temperatures could be moderated. Sustainable landscape practices may include drought-tolerant plants and efficient irrigation systems.

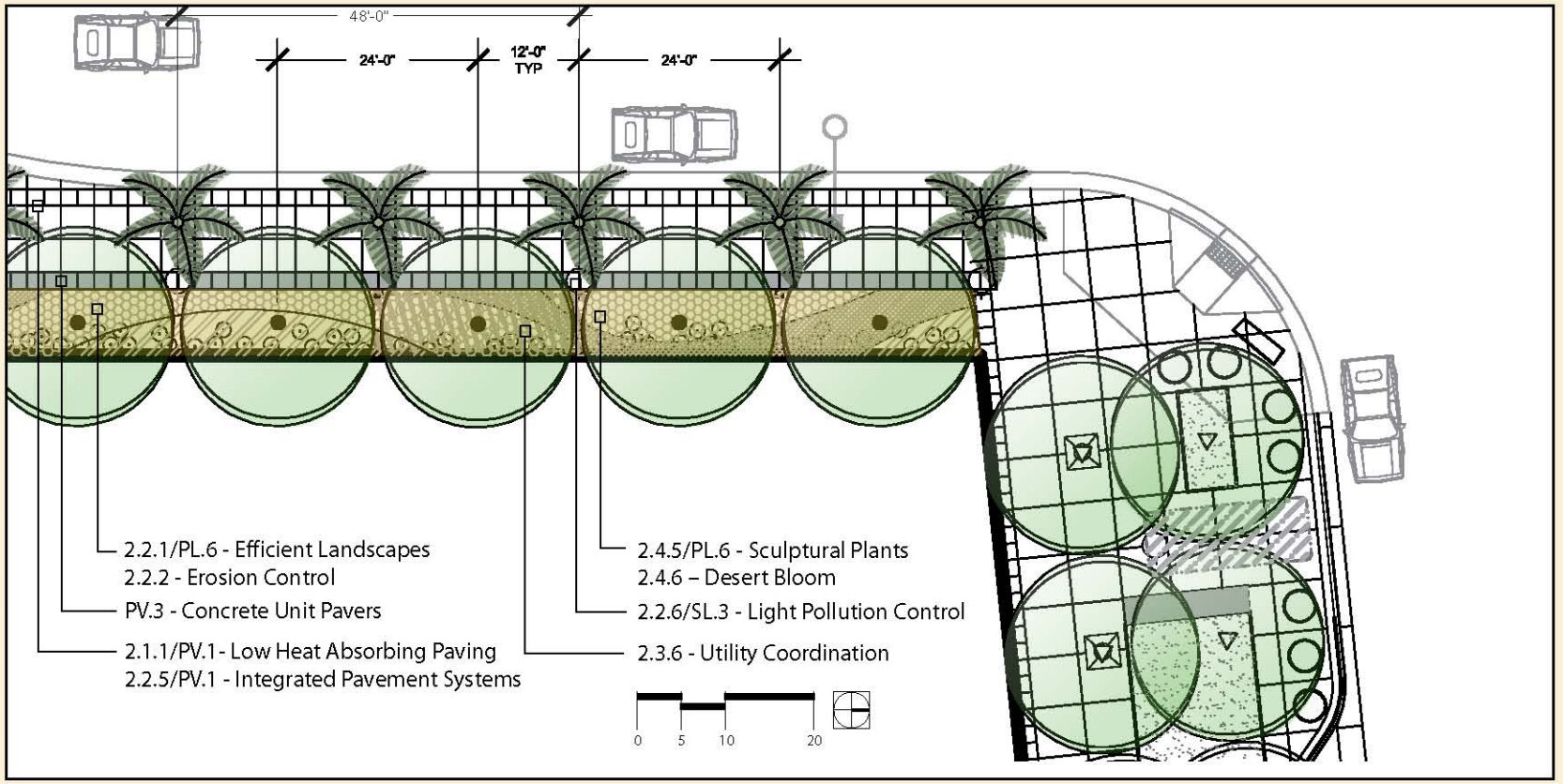
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).




48'-0"
24'-0"
12'-0" TYP
24'-0"
2.2.1/PL.6 - Efficient Landscapes
2.2.2 - Erosion Control
PV.3 - Concrete Unit Pavers
2.1.1/PV.1 - Low Heat Absorbing Paving
2.2.5/PV.1 - Integrated Pavement Systems
2.4.5/PL.6 - Sculptural Plants
2.4.6 – Desert Bloom
2.2.6/SL.3 - Light Pollution Control
2.3.6 - Utility Coordination
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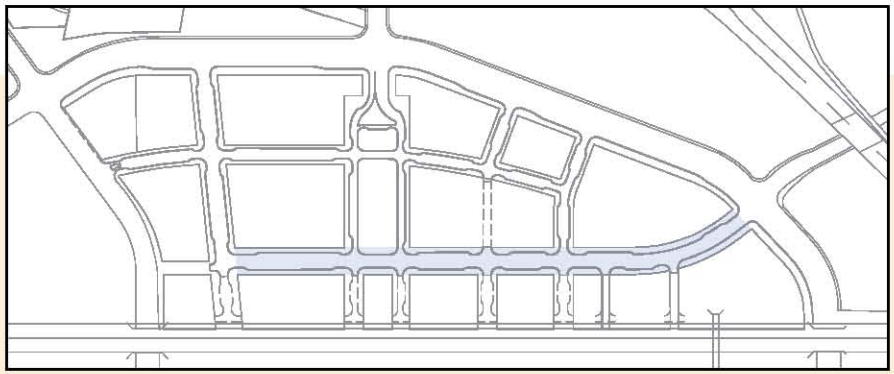


City Parkway, together with Clark Avenue, functions as the primary internal vehicle route through Union Park. Major parking garages can be accessed along the length of this street. Continuous on street parking serves retail uses which define much of this street.

INTENT

FORMAL AND STATELY City Parkway is intended to be elegant and stately, defined by a sophisticated and well-integrated relationship between streetscape and retail uses. Large deciduous trees and tall palm trees reinforce the stately quality of the street.

LAYERED Multiple rows of trees, landscape and building-related shade structures create richness and comfort on this retail street. These elements also help to mitigate the scale of the street.

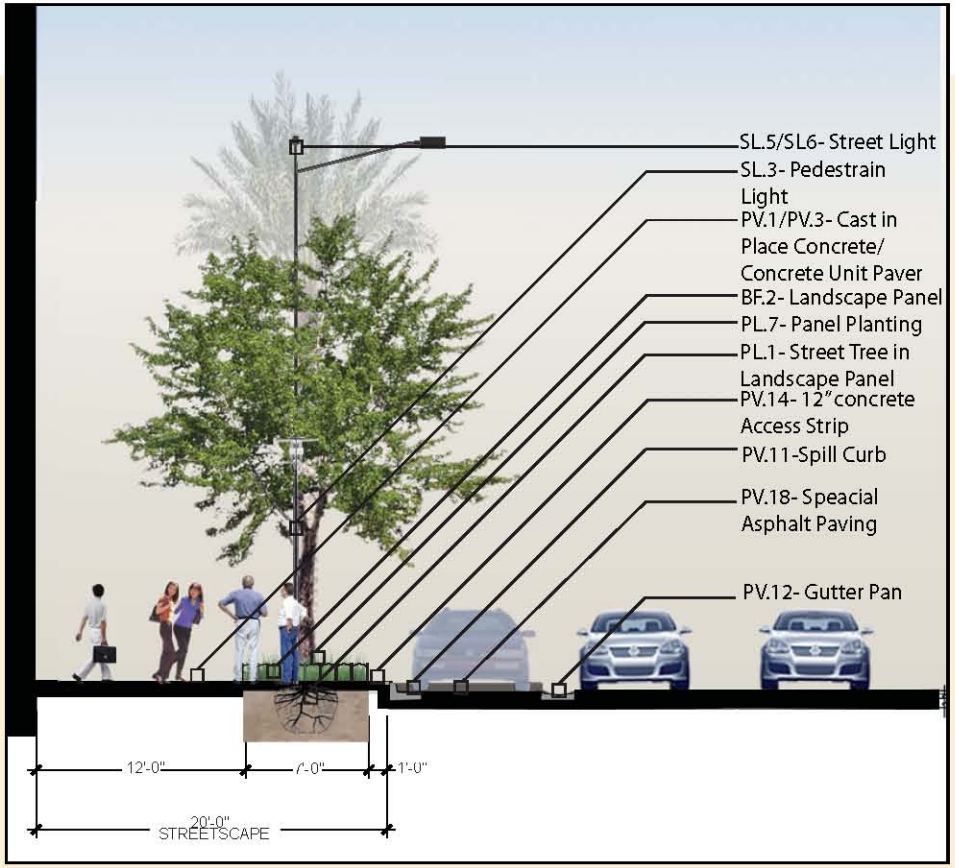
ANIMATED Intermittent opportunities for sun pockets, water and art are used to establish small venues for gathering and animating the street.

REQUIRED

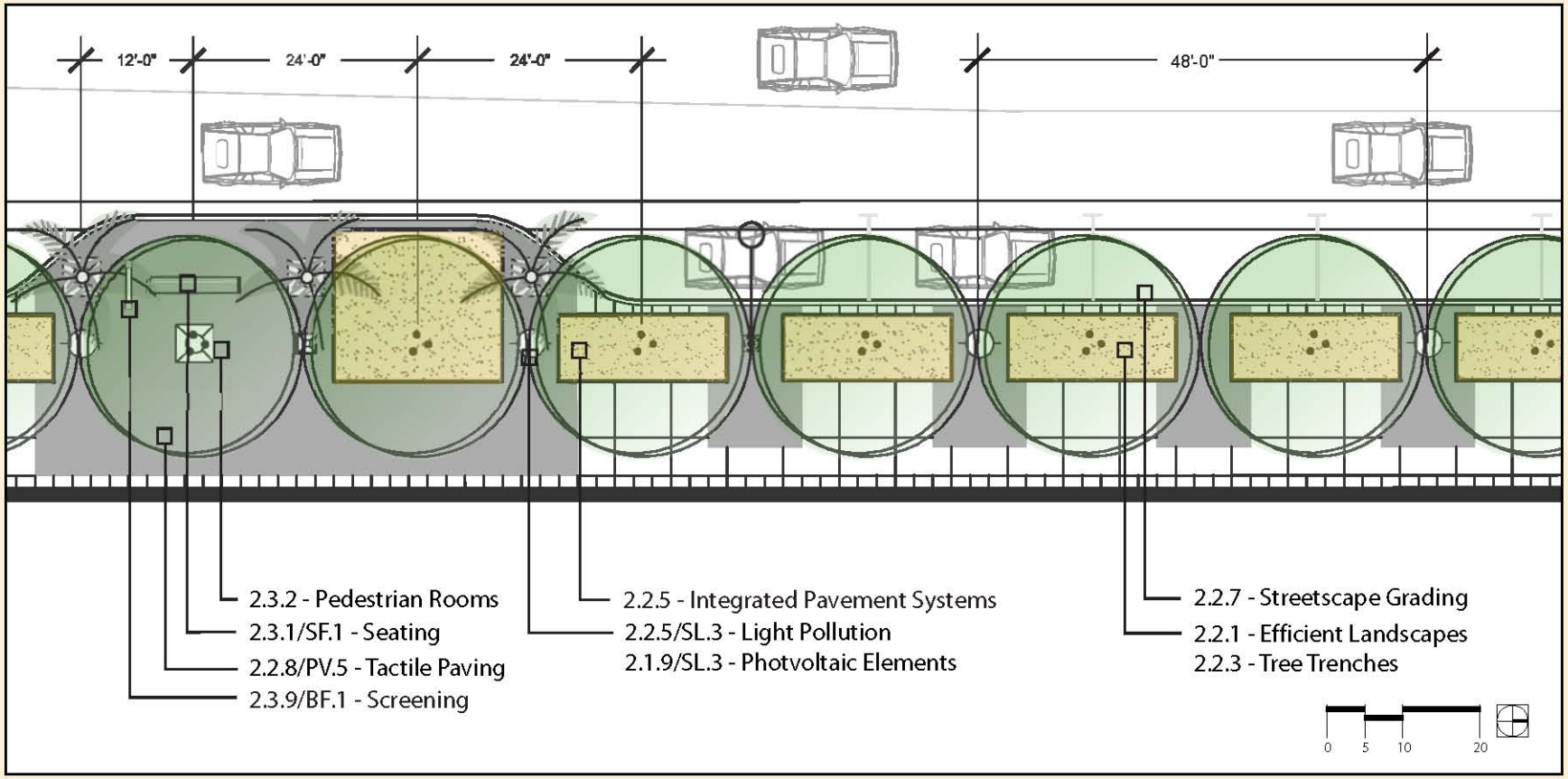
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).



bebe
bebe


12'-0"
24'-0"
24'-0"
48'-0"
2.3.2 - Pedestrian Rooms
2.3.1/SF.1 - Seating
2.2.8/PV.5 - Tactile Paving
2.3.9/BF.1 - Screening
2.2.5 - Integrated Pavement Systems
2.2.5/SL.3 - Light Pollution
2.1.9/SL.3 - Photvoltaic Elements
2.2.7 - Streetscape Grading
2.2.1 - Efficient Landscapes
2.2.3 - Tree Trenches
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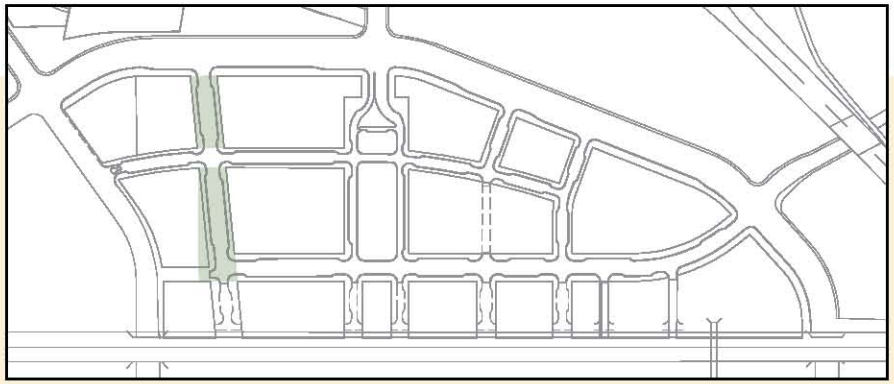


West Clark Avenue defines Union Park's southern medical office district as an addressable, signature street. The generous pedestrian zone on the south side of this street forms a pedestrian esplanade. A series of small venues within this zone enhances West Clark Avenue as a canopied destination space, with places to gather in the shade around water or art.

INTENT

ANIMATED IDENTITY The streetscape reflects its proximity to Performing Arts and World Market, both arts-oriented facilities, with the use of sculptural furnishings, chic lighting techniques and a contemporary floor pattern. Sculptural tree forms, massed in groves along the length of the street, define the signature quality of the street. Clearings between tree groves provide opportunities for art and water.

REGIONAL FIT Desert context establishes a source for plant, paving and furniture selection. Paving systems are organized in blended desert hues. Regional tree species display ornamental characteristics but also benefit from low watering needs. Oversized pre-cast concrete seating elements expose light-colored desert sands and maintain a cool temperature.

COMFORT AND DESTINATION IN AN URBAN GARDEN The urban garden notion for this street suggests an elegant, stately, and green environment. A continuous canopy of thriving urban trees establishes the leading garden component of the space, offering a cool place to gather in the shade.

ESPLANADE The street will function as a comfortable passage for those pedestrians moving to and from the city and destinations within and west of the Union Park development. These destinations include the Clark County Government Center, the World Market Center, the Las Vegas Outlet Mall and downtown uses.

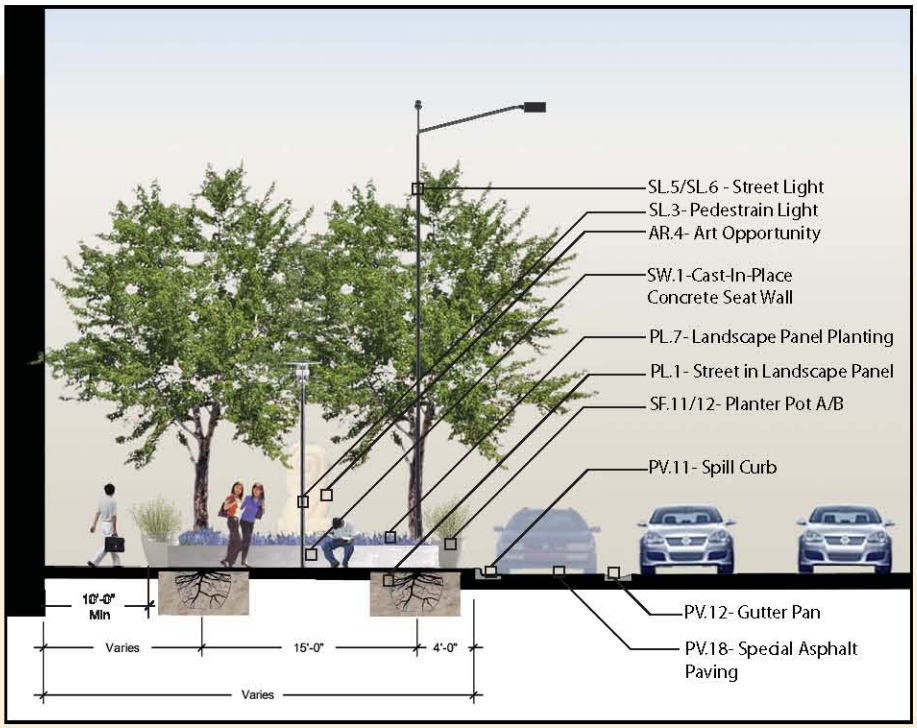
CENTERS Two key places will be developed along the length of the street: Serenity Square at the intersection area of West Clark Avenue and City Parkway, and Rejuvenation Place at the intersection of the West Clark Avenue and Union Park Promenade. These places will be defined by concentrating a mix of uses to establish centers within the office district. A rich sense of place may be developed here, with building emphasis, paving and other site amenities used to distinguish these areas.

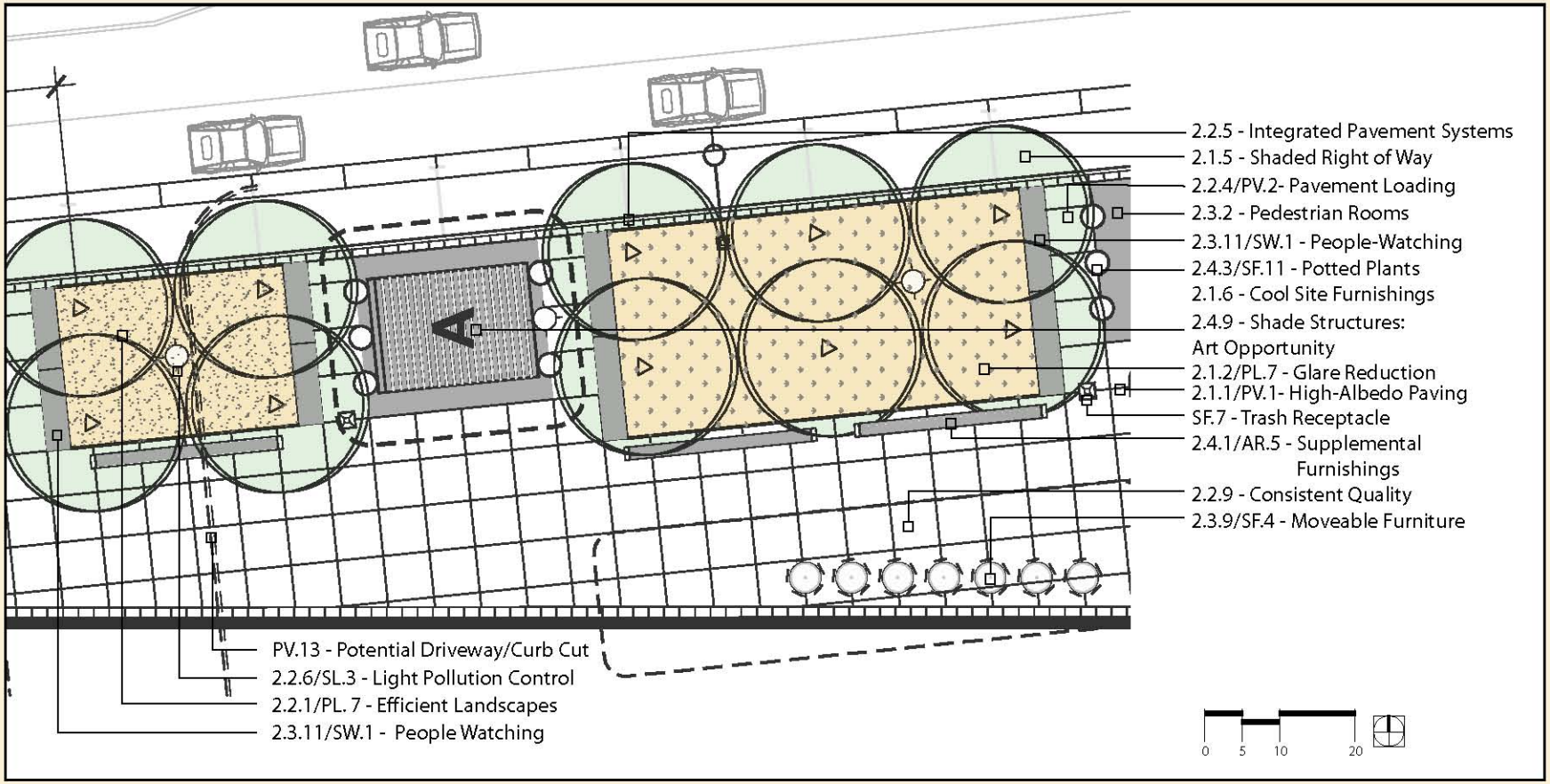
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).




2.2.5 - Integrated Pavement Systems
2.1.5 - Shaded Right of Way
2.2.4/PV.2- Pavement Loading
2.3.2 - Pedestrian Rooms
2.3.11/SW.1 - People-Watching
2.4.3/SF.11 - Potted Plants
2.1.6 - Cool Site Furnishings
2.4.9 - Shade Structures:
Art Opportunity
2.1.2/PL.7 - Glare Reduction
2.1.1/PV.1- High-Albedo Paving
SF.7 - Trash Receptacle
2.4.1/AR.5 - Supplemental
Furnishings
2.2.9 - Consistent Quality
2.3.9/SF.4 - Moveable Furniture
PV.13 - Potential Driveway/Curb Cut
2.2.6/SL.3 - Light Pollution Control
2.2.1/PL. 7 - Efficient Landscapes
2.3.11/SW.1 - People Watching
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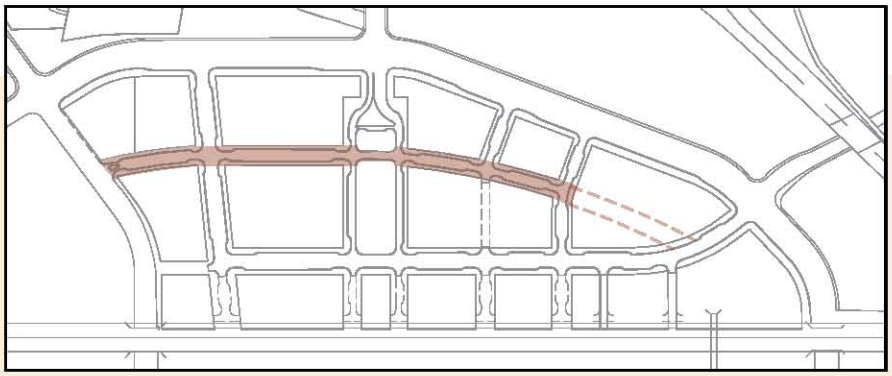
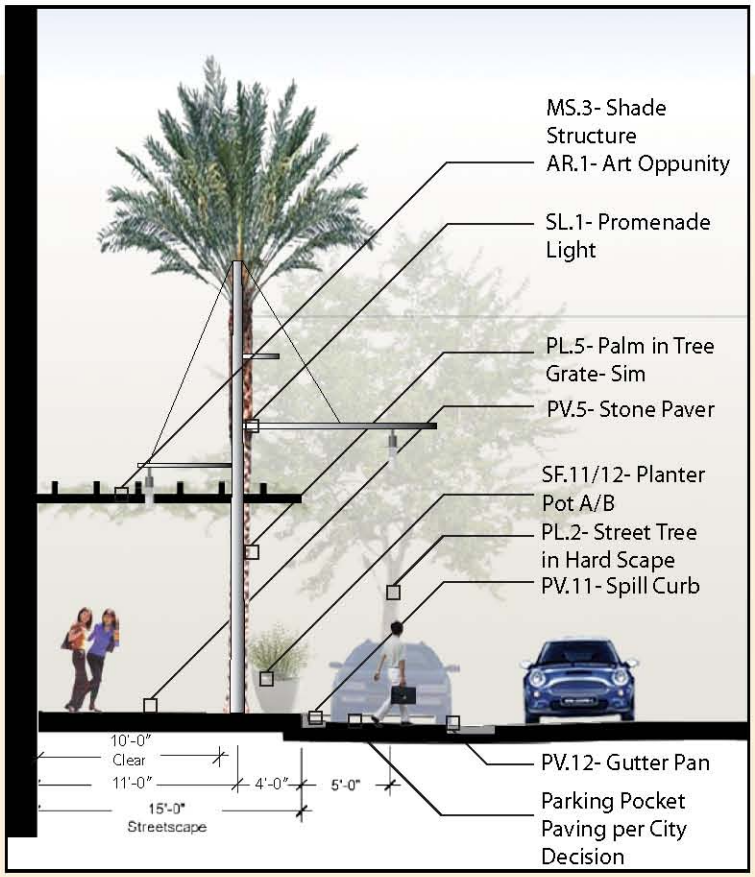




Comfort, distinction and destination quality define this signature village space. Union Park Promenade exemplifies street life at Union Park. In celebration of a traditional event, the street may occasionally resemble a middle-eastern bazaar, thick with people, food and other goods, festooned with banners and fabric. On other days, Union Park Promenade will resemble a busy commercial street, bustling with everyday activities associated with a thriving urban neighborhood. On most days, the street will be enjoyed as a pleasant destination; the storefronts are always changing, the air is cooler and there are people to watch.

INTENT

PEDESTRIAN SPACE Union Park Promenade welcomes both automobiles and pedestrians, but feels more pedestrian than most streets, with subtle distinctions between the two realms.

SHADE AND COMFORT Street orientation, building massing, trellises, tree canopies and even a light-colored floor play a role in reducing heat absorption and temperature build-up.

REGIONAL CHARACTER Materials, colors and patterns may be used to create a stylized desert expression. Bursts of color celebrate the spectacular desert blooms.

ENDURING QUALITY The Union Park village will establish a new and consistent level of quality for downtown Las Vegas. Union Park Promenade will demonstrate that quality in the most concentrated fashion, where buildings and public spaces occur in a cohesive fashion.

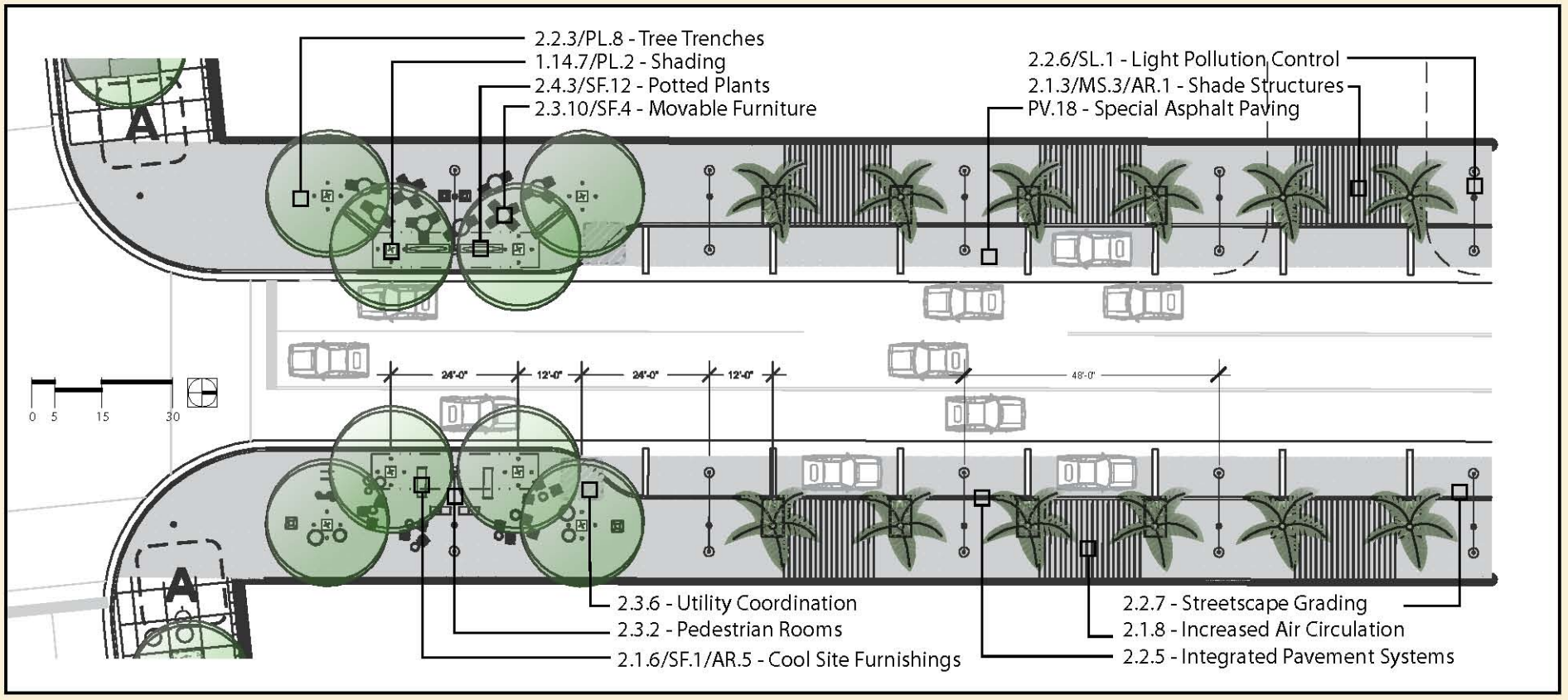
VARIETY While a fairly consistent set of streetscape improvements are intended for the Promenade, a variety of retail expressions are desirable. Storefront design, signage, shade structures and movable furniture will reflect the individual interests and themes of retailers, within the parameters established by these guidelines.

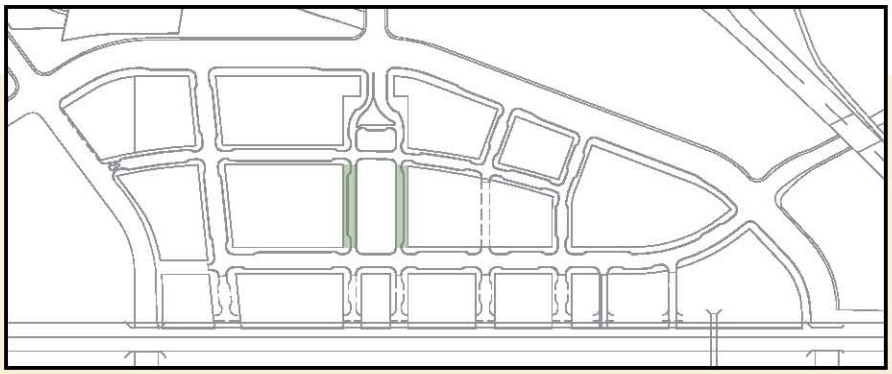
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).


2.2.3/PL.8 - Tree Trenches
1.14.7/PL.2 - Shading
2.4.3/SF.12 - Potted Plants
2.3.10/SF.4 - Movable Furniture
2.2.6/SL.1 - Light Pollution Control
2.1.3/MS.3/AR.1 - Shade Structures
PV.18 - Special Asphalt Paving
A
A
0 5 15 30
24'-0"
12'-0"
24'-0"
12'-0"
48'-0"
2.3.6 - Utility Coordination
2.3.2 - Pedestrian Rooms
2.1.6/SF.1/AR.5 - Cool Site Furnishings
2.2.7 - Streetscape Grading
2.1.8 - Increased Air Circulation
2.2.5 - Integrated Pavement Systems



Positioned as a grand forecourt for the Performing Arts Center, Symphony Park anchors the facility to the Lewis Street corridor and establishes the primary public space for Union Park. Serving both Union Park residents and city visitors, Symphony Park provides a variety of spaces scaled to accommodate a range of events and uses. While the primary spaces will be monumentally scaled to achieve a civic quality, other spaces within the park will be organized to provide intimacy and solar comfort. Tree and architectural canopy, water and landscape will be used for cooling effects.

INTENT

A PEDESTRIAN SPACE One way vehicle circulation loops the north and south faces of Symphony Park, establishing a counter-clockwise circulation that serves drop-off functions at the performing arts facility and minimizes the width of vehicular surfaces. By dividing traffic in this area, the park district is distinguished and made more pedestrian-friendly. The floor fo the space may be treated consistently across pedestrian and vehicular surfaces in order to further accentuate the special nature of this civic space.

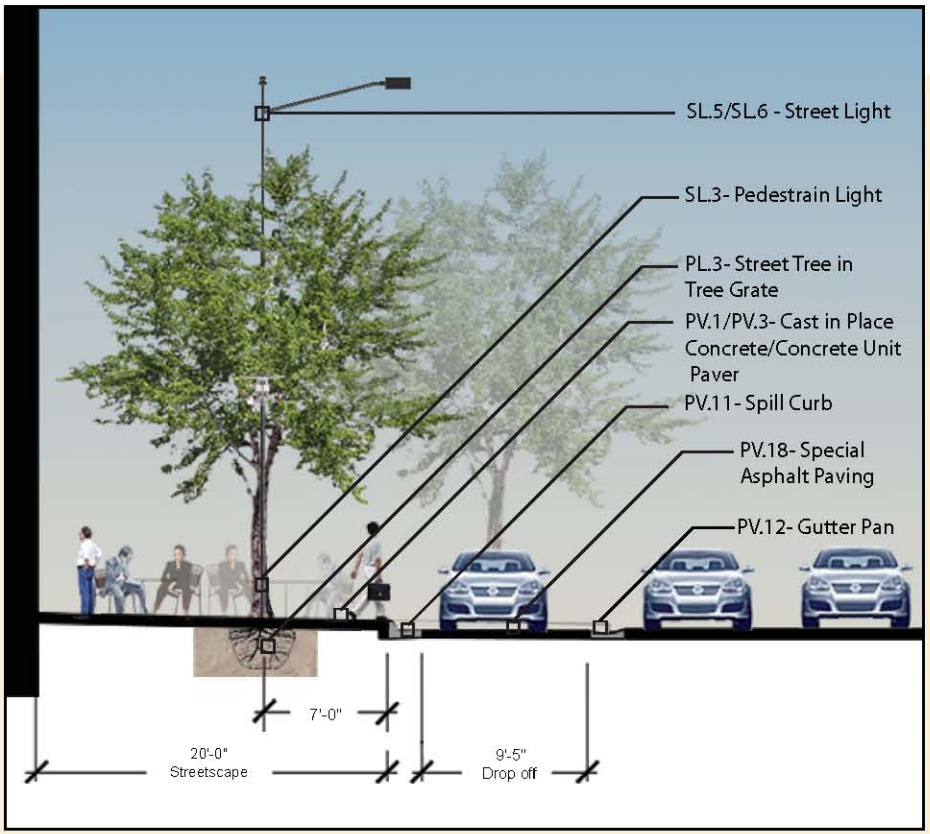
ACTIVE EDGES The park combines a set of large flexible open spaces with cool and intimate garden spaces that define its perimeter and allow people to gather and overlook the primary open spaces. The perimeter spaces also establish a promenade setting, allowing residents and guests the opportunity to stroll through a cool set of varied gardens, some of which may function as sculpture gardens.

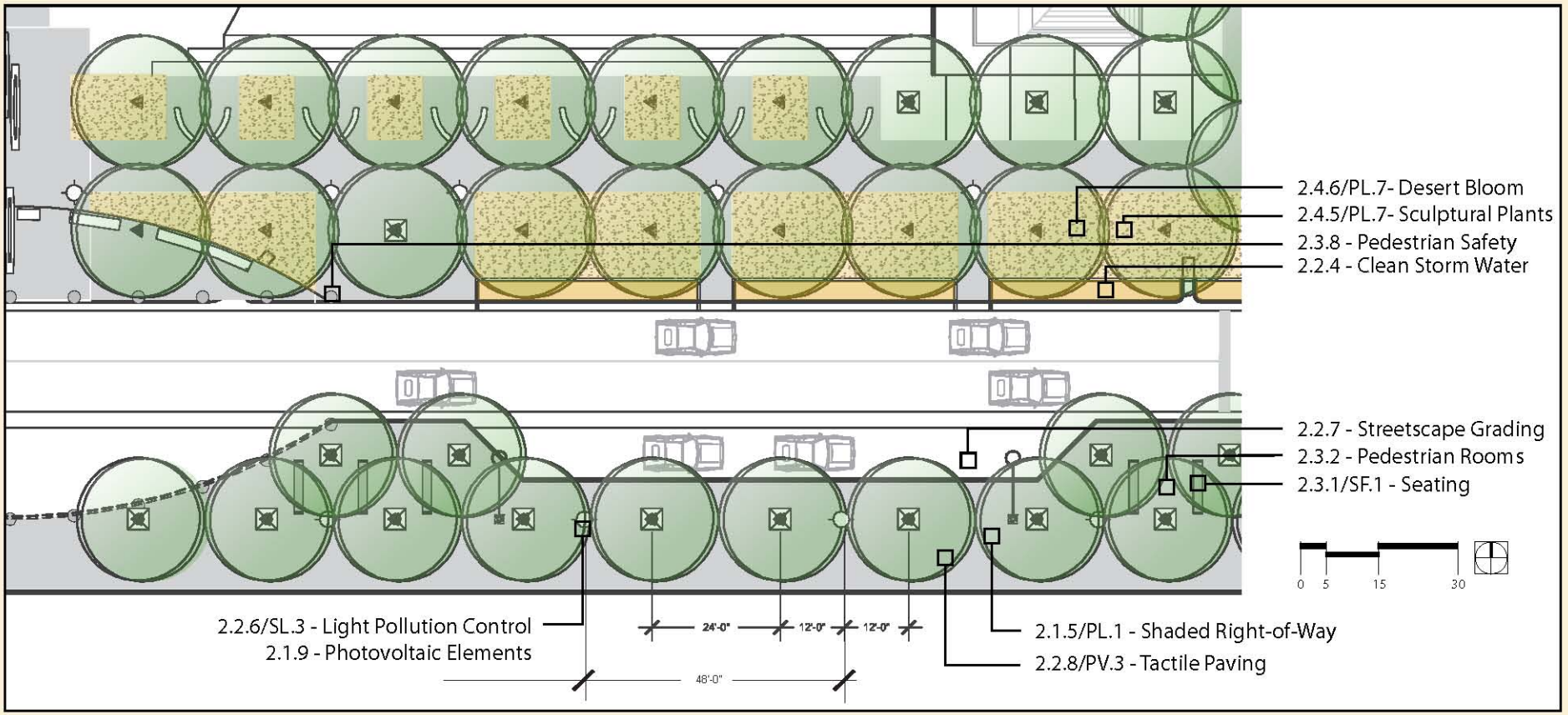
REQUIRED

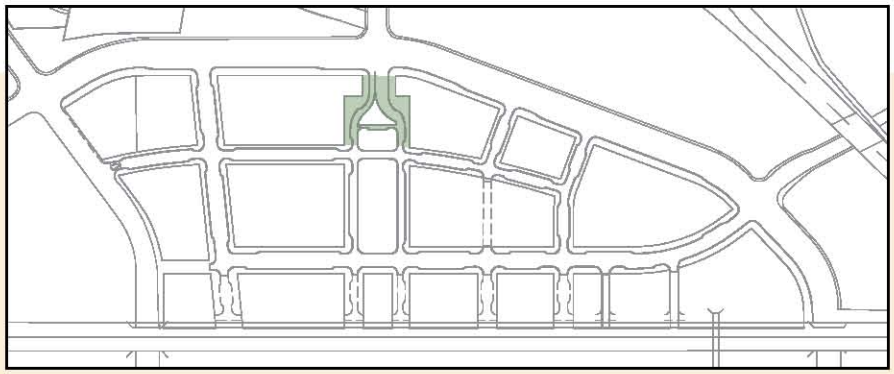
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).




2.4.6/PL.7- Desert Bloom
2.4.5/PL.7- Sculptural Plants
2.3.8 - Pedestrian Safety
2.2.4 - Clean Storm Water
2.2.7 - Streetscape Grading
2.3.2 - Pedestrian Rooms
2.3.1/SF.1 - Seating
0 5 15 30
2.2.6/SL.3 - Light Pollution Control
2.1.9 - Photovoltaic Elements
24'-0"
12'-0"
12'-0"
48'-0"
2.1.5/PL.1 - Shaded Right-of-Way
2.2.8/PV.3 - Tactile Paving



A distinctive and urbane identity will be important to the arrival experience at Union Park, offering a first impression that is grand but welcoming. Landscape and building definition combine to announce the village as a dense and exciting place, but one that offers the appeal of comfortable park and garden spaces that define the public realm of the urban community.

INTENT

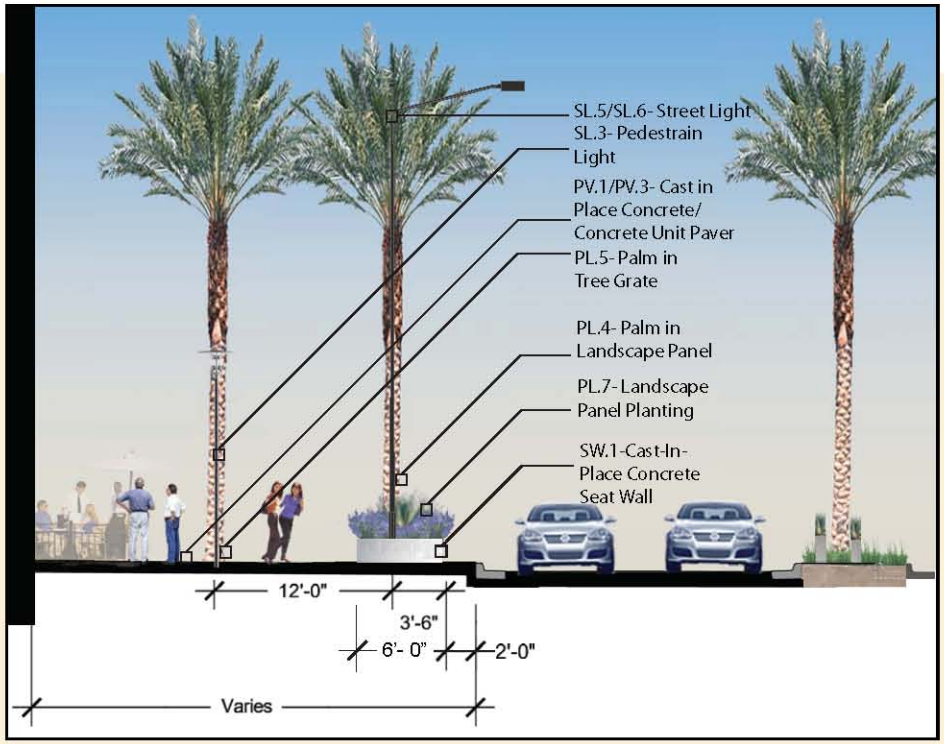
FIRST IMPRESSION The generous dimension of this street provides for functional vehicle movement, commits healthy pedestrian zones and allows views deep into the site. Both the Performing Arts Center and City Hall will be visible to drivers and pedestrians passing through this formal entrance to Union Park.

REQUIRED

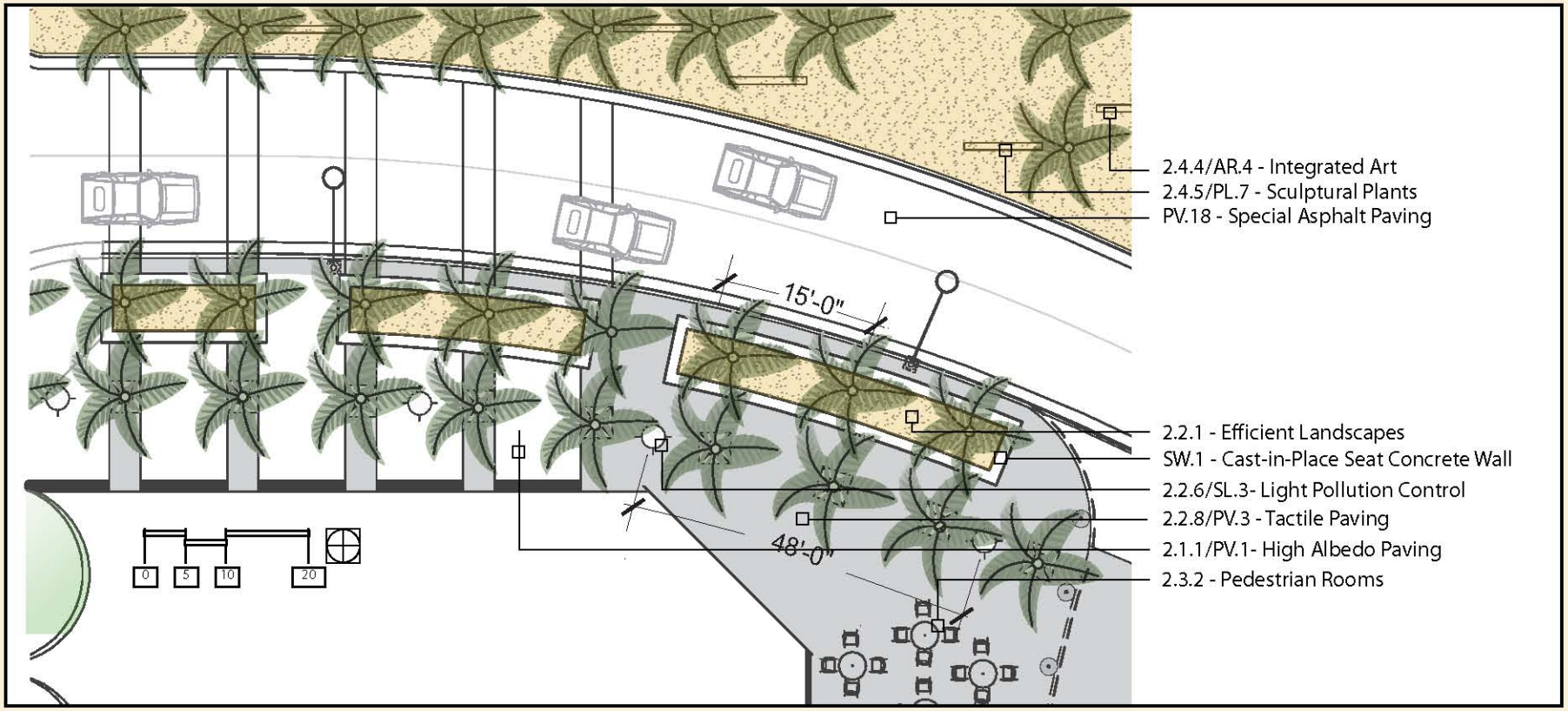
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

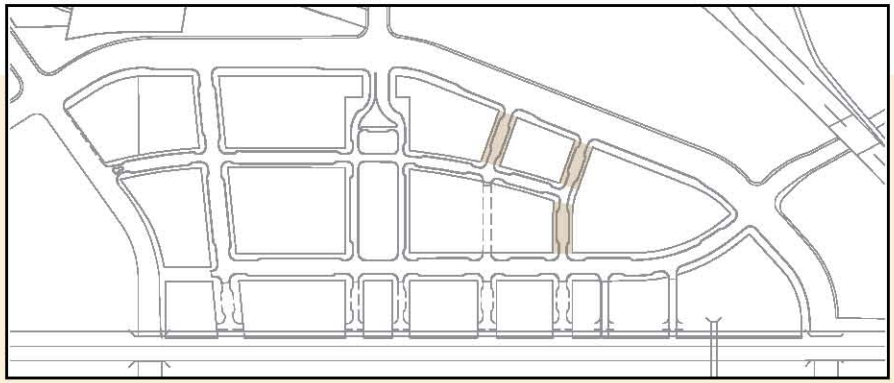
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).



Median width based on future schematic design.





Great urban neighborhoods are defined by great streets. West Bridger and Carson Avenues rely upon an engaging relationship between ground-floor residential uses and the public streetscape. Here, the semi-public territory of the residence, defined by lobbies, building entries, stoops, patios and gardens are revealed to passersby as a means of activating the street and engaging residents in public life.

INTENT

NEIGHBORHOOD SCALE The sense of neighborhood is enhanced with a streetscape that is intimate, but comfortable to walk. Small gathering opportunities may be developed, e.g. where these streets meet Union Park Promenade. Solar influences result in an asymmetrical street section, apportioned to address objectives for summer shade and winter sun access.

CONTIGUITY As the extensions of Las Vegas' Bridger and Carson Streets, these streets provide local access and connections through this site. While service and parking garage access may be provided from these streets, curb cuts will be minimized, limited to selected locations.

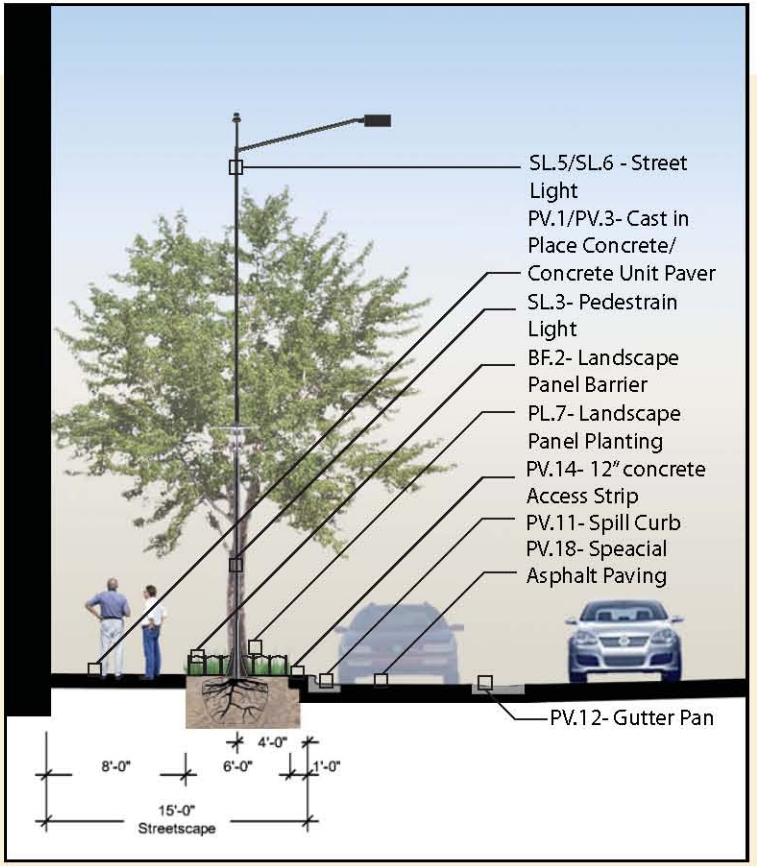
ORNAMENT Decorative details that such as low garden rails and perennial plantings are appreciated by residents. The role of art in customizing these components may be explored.

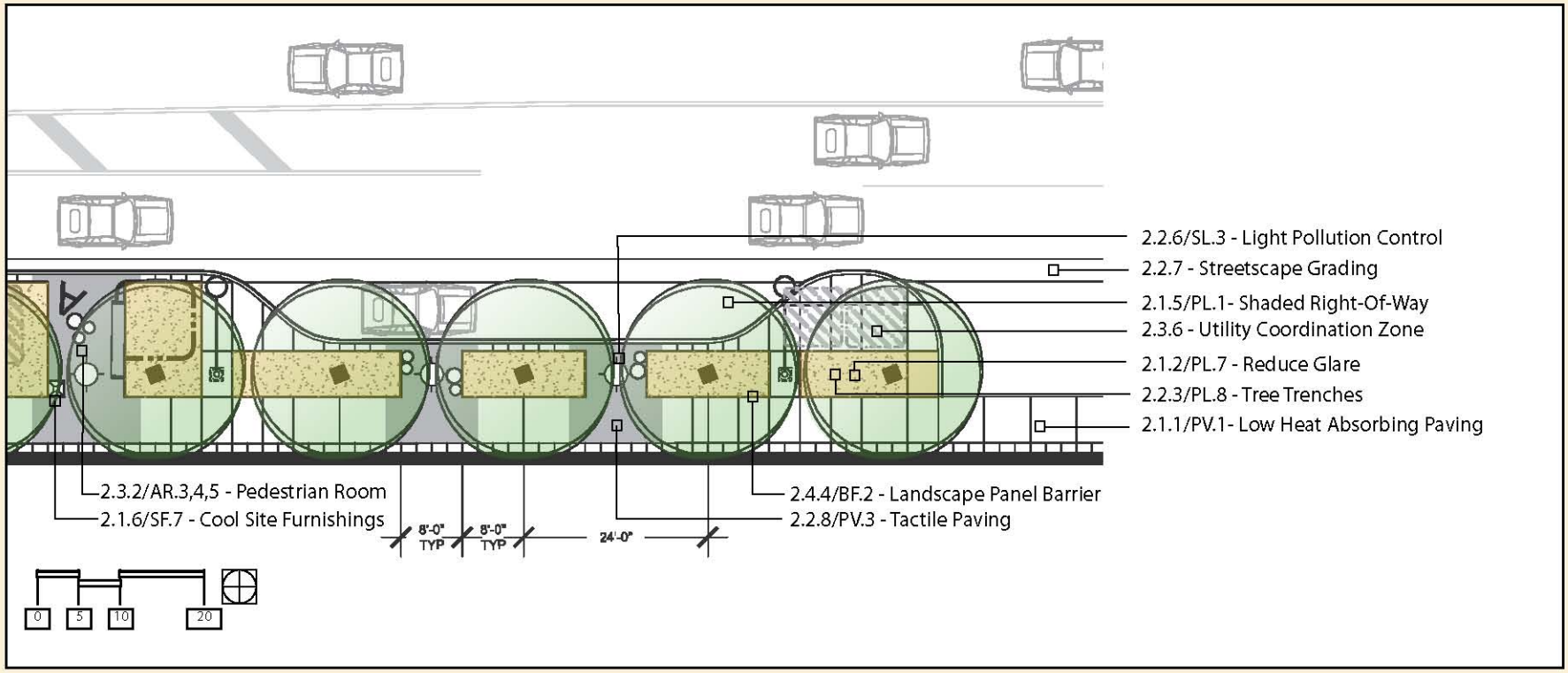
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).




2.2.6/SL.3 - Light Pollution Control
2.2.7 - Streetscape Grading
2.1.5/PL.1- Shaded Right-Of-Way
2.3.6 - Utility Coordination Zone
2.1.2/PL.7 - Reduce Glare
2.2.3/PL.8 - Tree Trenches
2.1.1/PV.1- Low Heat Absorbing Paving
2.3.2/AR.3,4,5 - Pedestrian Room
2.1.6/SF.7 - Cool Site Furnishings
2.4.4/BF.2 - Landscape Panel Barrier
2.2.8/PV.3 - Tactile Paving
6'-0" TYP
6'-0" TYP
24'-0"
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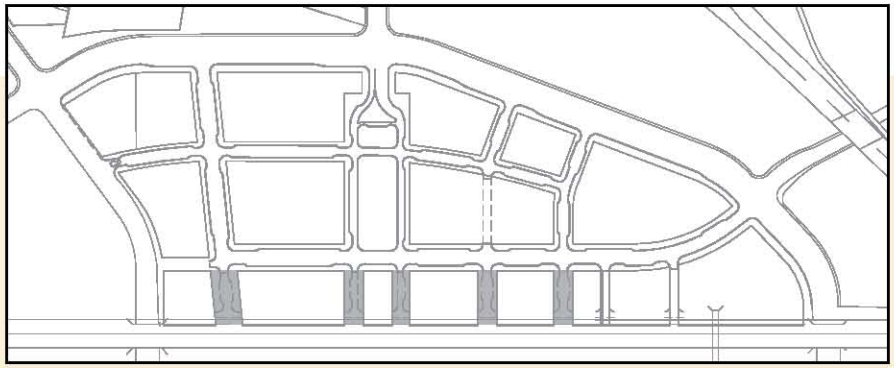
20



These streets are organized as "T" intersections at the railroad interface, providing access to a service and fire access road which parallels the rail corridor. This service road will be integrated with parking garages which abut the rail.

INTENT

NEIGHBORHOOD PLACES As local streets, these streets may play a role as neighborhood places. Minimal through-traffic may allow residents the opportunity to establish block party or other gatherings. As such, the streets are kept simple, but planned with a number of elements that humanize and give pedestrian scale to the street. Columnar trees are spaced to distinguish the space, and lights are suspended over the streets to further define the pedestrian scale.

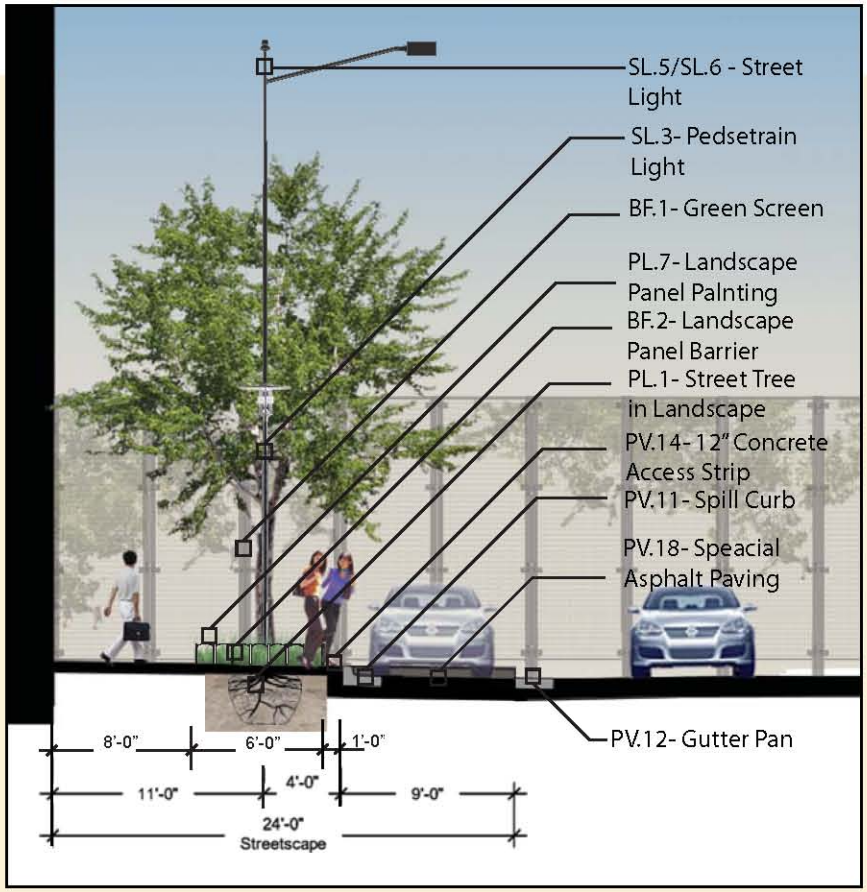
ELEGANT TERMINUS A concrete court at the end of the street allows auto and fire truck turning radii, but also calls subtle attention to the area as a pedestrian space. Columnar trees and an architectural screen define and mitigate the rail edge of the space, providing an appealing terminus, and an opportunity for art.

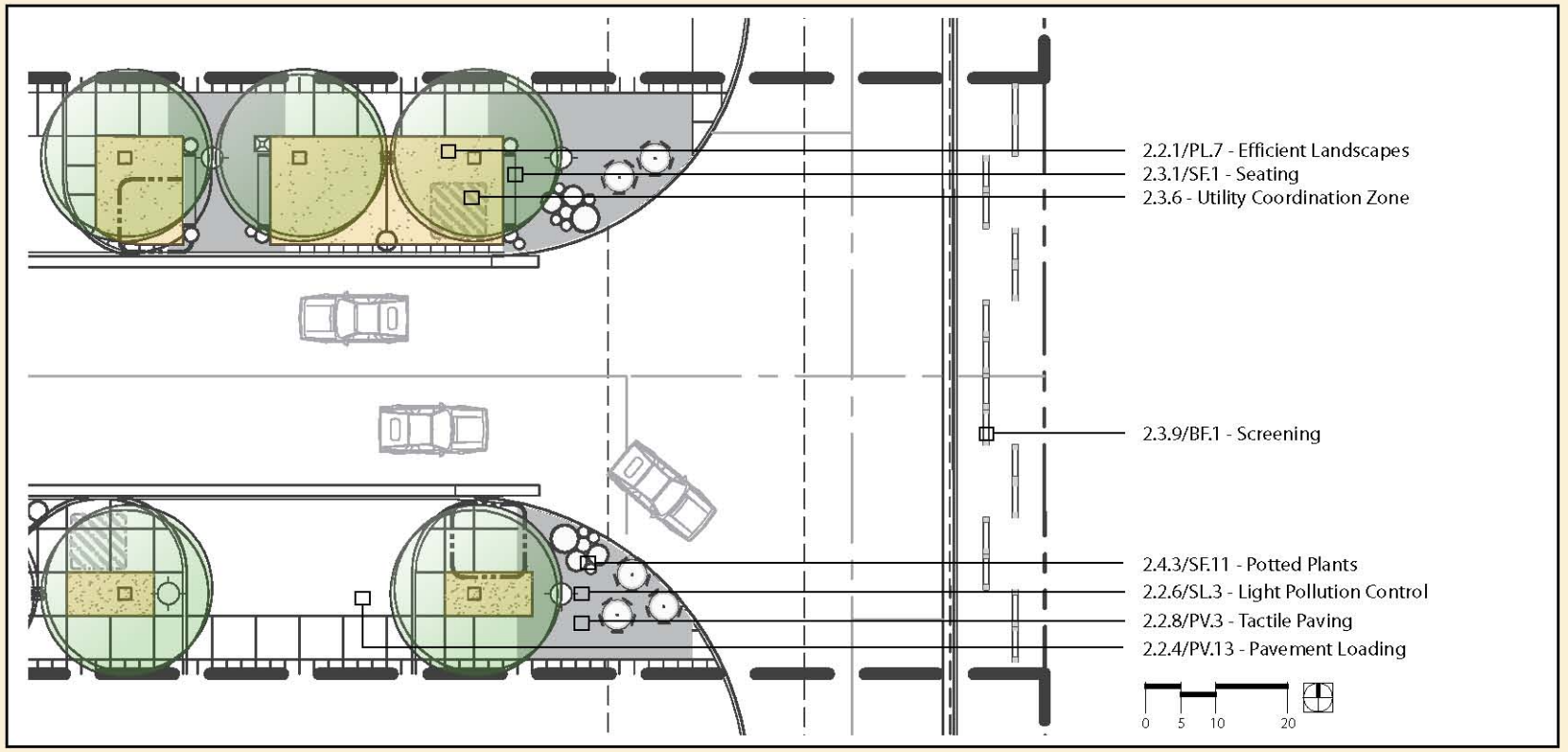
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).




2.2.1/PL.7 - Efficient Landscapes
2.3.1/SF.1 - Seating
2.3.6 - Utility Coordination Zone
2.3.9/BF.1 - Screening
2.4.3/SF.11 - Potted Plants
2.2.6/SL.3 - Light Pollution Control
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2.2.4/PV.13 - Pavement Loading
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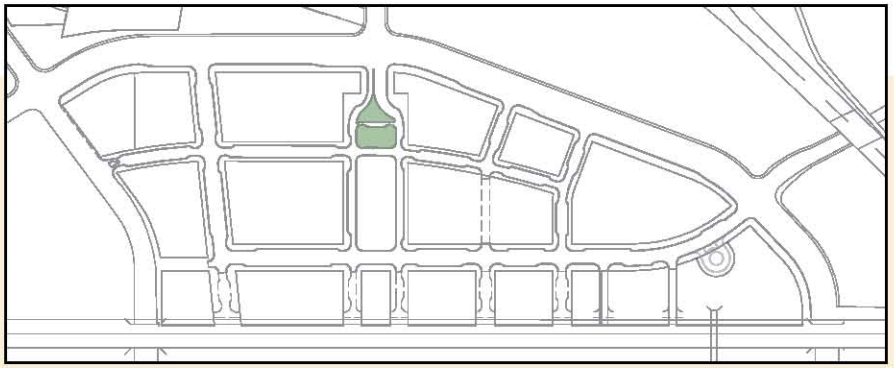
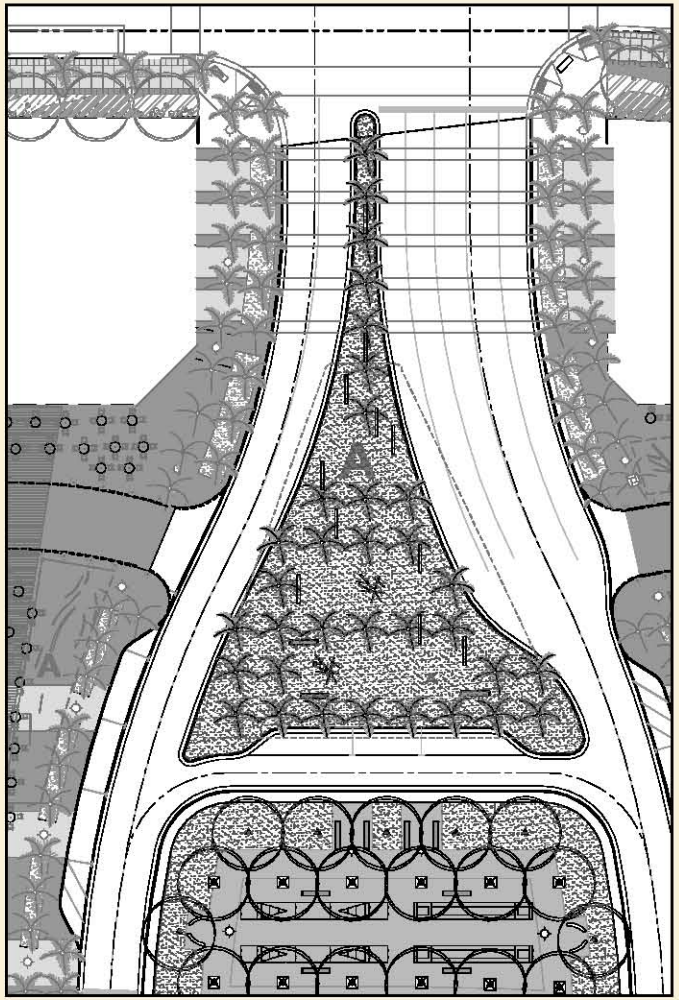




INTENT

WOW FACTOR An impressive palm grove envelopes an intimate fountain centerpiece, beckoning attention from passersby and offering a filtered view to the development beyond. While visually dramatic, this area is intended to be less active than Symphony Park, potentially offering a more contemplative experience for residents and visitors.

Retail kiosks may be positioned along the Promenade edge, reinforcing the importance and continuity of that important pedestrian street.

REQUIRED

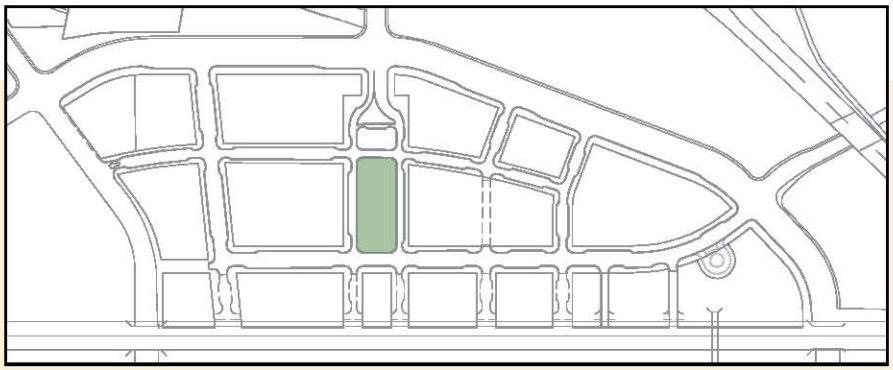
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).

OPEN SPACE PALETTE

Refer to Appendix for Specific Products



INTENT

CELEBRATE THE ARTS The park will be infused with the energy and attributes of both performance and figurative arts. An informal outdoor performance zone can host scheduled or impromptu events that are linked with the performing arts facility. Sculpture gardens, sound and literary gardens and lyrical use of water may be considered. Night lighting will play an important role in complementing the drama of theatrical settings.

COMMUNITY GATHERING Green space will be important to urban residents in the heat of the desert. Opportunities for strolling, dog walking and informal play and recreation enhance the livability of the village. A promenade defines and frames the outer edge of the park. The promenade is punctuated by gardens and small gathering areas which overlook the primary open space.

SUSTAINABILITY Sustainable landscape practices will be developed both as a responsible practice and as an educational tool. These practices may include storm water control and cleaning, material reuse, photovoltaic power, drought-resistant landscape, and urban heat island reduction.

RETAIL DESTINATION Union Park has been developed as a street-fronting, outdoor-oriented retail destination. Retail uses at Symphony Park are planned to complement the street retail experience with a set of restaurant or other specialty kiosks, designed as a set of transparent, gem-like buildings in the park. These components may occur at each end of the park, overlooking the primary open space.

REQUIRED

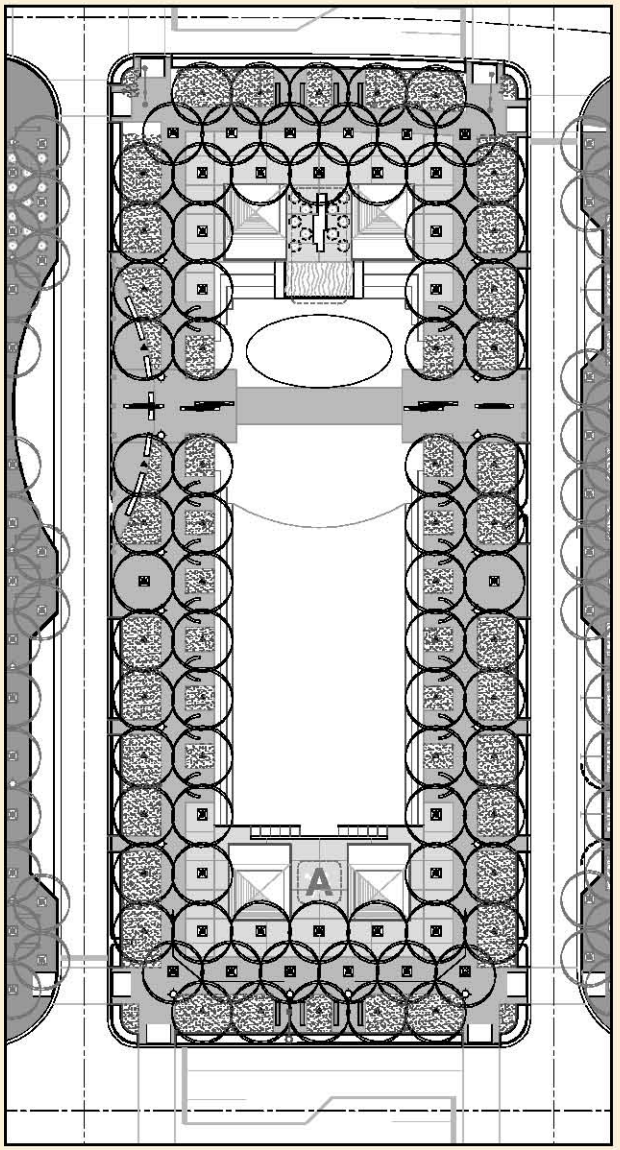
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

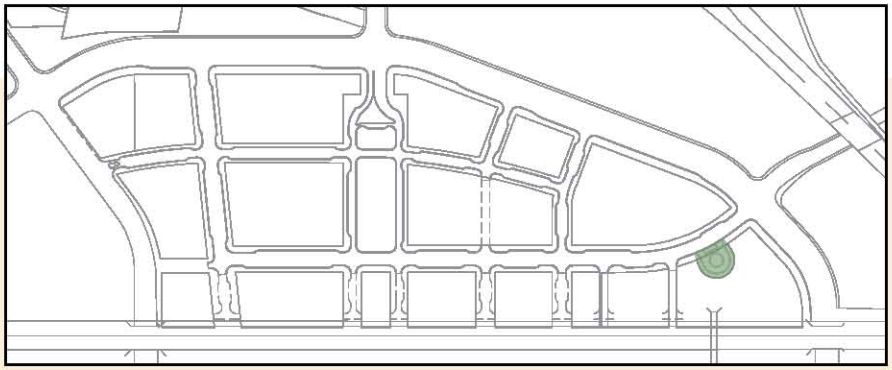
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).

STREETSCAPE PALETTE

Refer to Appendix for Specific Products





Gateway Plaza establishes an important pedestrian connection between Union Park and downtown Las Vegas, linking the energy and activity of the Fremont Street Experience and Union Park Promenade. The plaza will also organize entertainment-related development in this area by acting as a forecourt and automobile drop-off.

INTENT

SCALE AND FUNCTION While the plaza may need to accommodate a significant number of automobiles, taxis and limousines, it should also be designed for pedestrian comfort and scale. Several opportunities exist in pursuing this objective. The streetscape at Grand Central Parkway should occur along the western side of the plaza as continuously as possible, interrupted only by one-way auto access and egress.

The perimeter of the plaza should be developed as a continuous pedestrian environment, with active ground-floor building uses, architectural shade structures, trees and other landscape, special paving and seating elements. And finally, a significant centerpiece focal point should mark the plaza as a special place in the city, scaled for visibility from both Fremont Street and Union Park Promenade. This component should be accessible to pedestrians, and may include art, water and landscape.

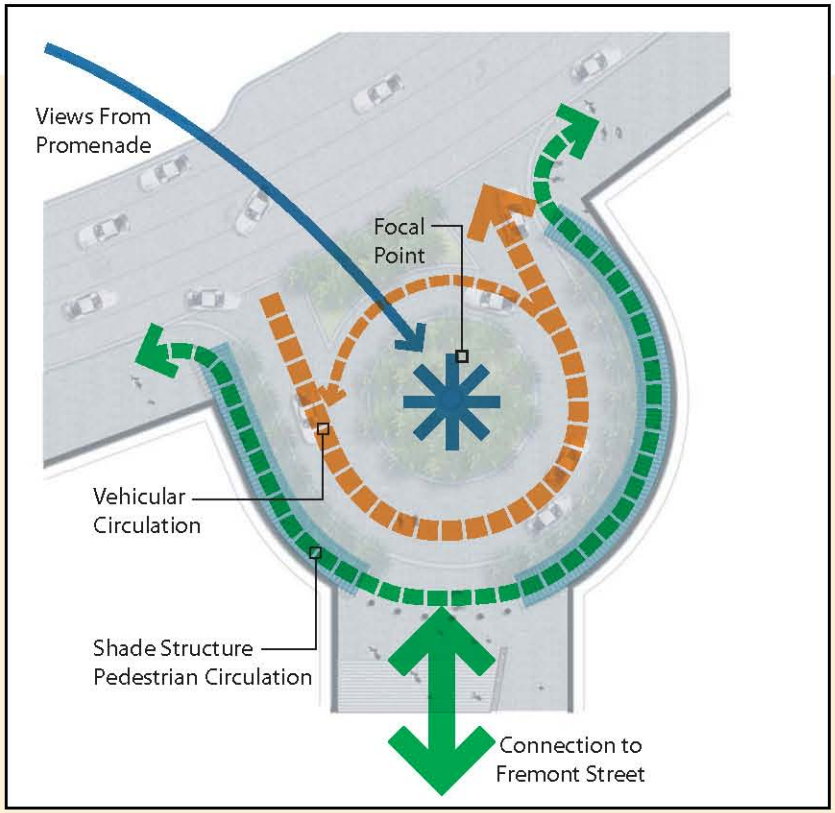
CONNECTIONS Pedestrian connections to Fremont Street will require a pedestrian bridge. The bridge presents an iconic opportunity to celebrate the crossing, establish a destination space, and offer upper-level building connections. A monumental stair, potentially accompanied by escalator and elevator service to accommodate handicapped and other users, should be designed integrally with the plaza. A shade structure is desirable in this area, and may be designed to complement the Fremont Street canopy. Cross-street connections to Union Park Promenade are equally important.

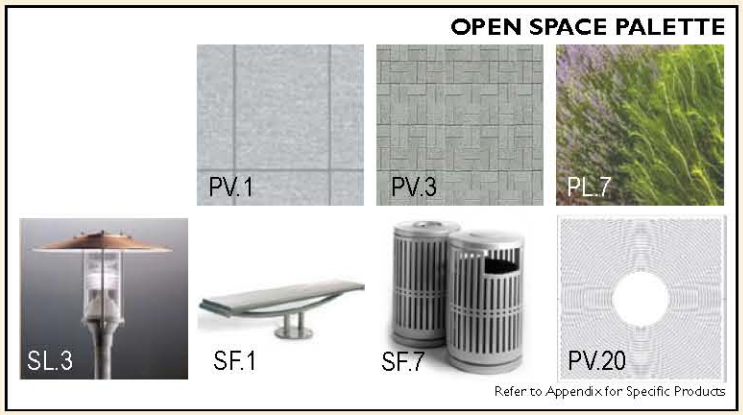
REQUIRED

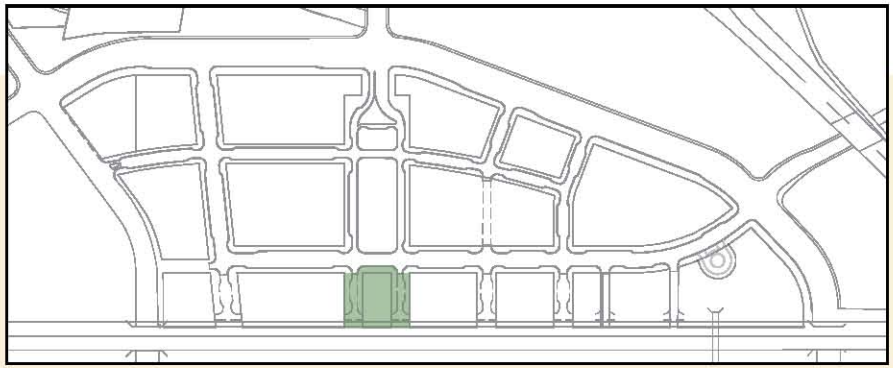
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

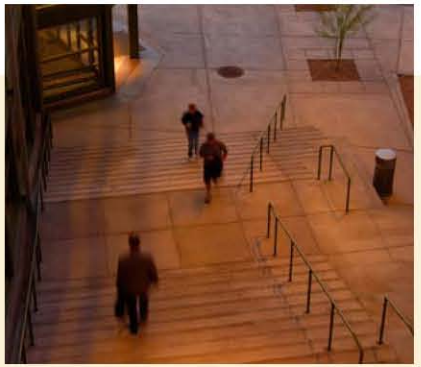
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).









A series of steps, plazas and terraces establish a destination-oriented railroad crossing for pedestrians. Water, landscape, shade structures and active building edges create a distinctive and comfortable set of public spaces.

INTENT

FRIENDLY GRADE TRANSITION On two levels, these plazas gain twenty-nine vertical feet to accommodate pedestrian circulation over the Union Pacific tracks, allowing connections to second- and third-floor building uses. A fifteen-foot intermediate level is positioned centrally to allow views across the tracks between Union Park and downtown.

Two pedestrian bridges link the City Hall Plazas to The Crossing, framing an opening down to the railroad tracks below. Opportunities to view trains from a set of projecting perches may be developed. The train is an important component of the settlement of the west and should be celebrated.

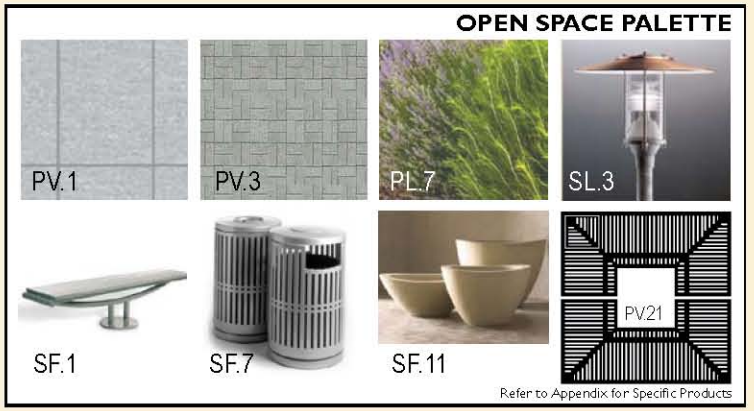
CELEBRATED SPACE Water is used both as a linking device and to celebrate and accentuate the vertical dimensions of the crossing. Kiosks may be used for shade and as an extension of the retail environment organized within Symphony Park. Soft green spaces may be developed with rolling topography as relief from the pervasive hardscape nature of the city.

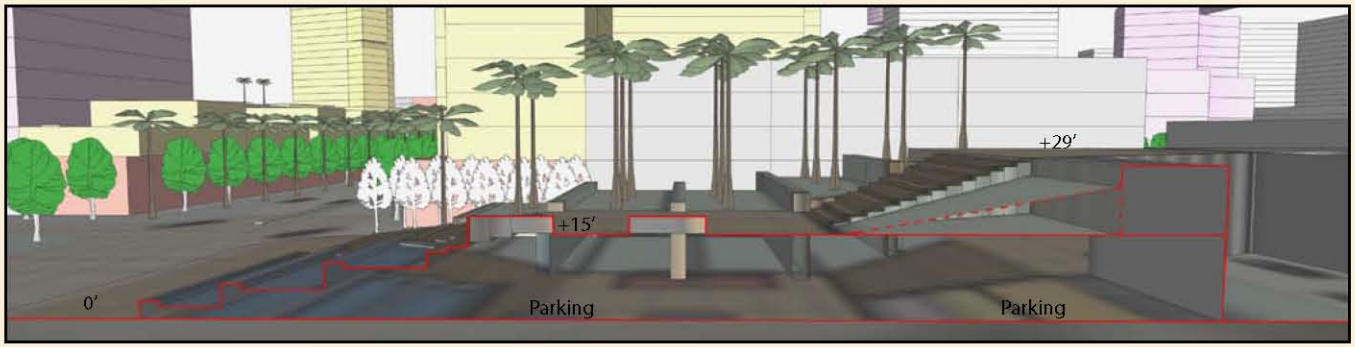
REQUIRED

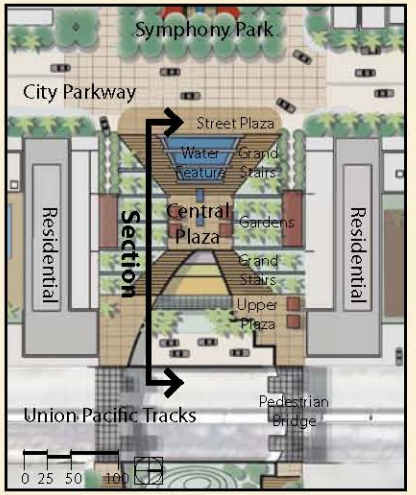
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

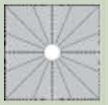
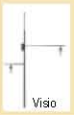
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).







	Street Role	Layout Module	Street Trees (Refer to Plant Matrix in SD document)	Pedestrian Ground Plane Paving & Plantings	Lighting Street	Lighting Pedestrian	Lighting Accessory	Furnishing Seating	Furnishing Trash	Furnishings Bollards	Furnishings Tree Grates	Furnishings Planters
Grand Central Parkway Page 22	- Arterial Traffic - Western Face of Village	12' Module	**Phoenix dactylifera 'medjool'** *Medjool Date Palm* @ 24' OC **Cercidium 'desert museum'** *Desert museum palo verde* @ 24' OC	Scored Concrete - 30% Special Paving - 5% Plantings - 65%	Centennial Street Light							
City Parkway Page 24	- Arterial Traffic - Retail Oriented	12' Module	**Phoenix dactylifera 'medjool'** *Medjool Date Palm* @ 24' OC **Pistacia 'red push'** *Red push pistache* @ 24' OC	Scored Concrete - 50% Special Paving - 20% Plantings - 25%	Centennial Street Light							
West Clark Avenue Page 26	- Arterial Traffic - Major Office Address - Esplanade Quality	12' Module	**Pistacia 'red push'** *Red push pistache* @ 24' OC	Scored Concrete - 55% Special Paving - 35% Plantings - 10%	Centennial Street Light							
'Union Park' Promenade Page 28	- Primary Public Space - Identity of Village - Pedestrian and Retail Oriented - Entrances to Building Lobbies	12' Module	**Phoenix dactylifera 'medjool'** *Medjool Date Palm* @ 24' OC **Cercidium 'desert museum'** *Desert museum palo verde* @ 24' OC	Special Paving - 100%								
Discovery Avenue – Entrance Page 32	- Main Entry to Village - Retail and Cafe/ Dining Oriented	15' Module	**Phoenix dactylifera 'medjool'** *Medjool Date Palm* @ 24' OC	Scored Concrete -35% Special Paving - 45% Plantings - 20%	Centennial Street Light							
Discovery Avenue – Park Page 30	- One-way Circulation Around Park - Performing Arts Center, Residential and Hotel Oriented	12' Module	**Fraxinus velutina 'rio grande'** *Velvet Ash* @ 24' OC	Scored Concrete - 50% Special Paving - 25% Plantings - 25%	Centennial Street Light							
Neighborhood Streets Page 34	- Move Traffic - Access to Parking/ Services - Entrance to Building Lobbies	12' Module	**Prosopis alba** *Thornless Hybrid Mesquite* @ 24' OC	Scored Concrete - 35% Special Paving - 35% Plantings - 30%	Centennial Street Light							
East End Streets Page 36	- Access to Parking/ Services - Entrance to Building Lobbies	12' Module	**Prosopis alba** *Thornless Hybrid Mesquite* @ 24' OC	Scored Concrete-100%	Centennial Street Light							

	Street Role	Layout Module	Street Trees	Ground Plane (Paving & Plantings)	Lighting Street	Lighting Pedestrian	Lighting Accessory	Furnishing Seating	Furnishing Trash	Furnishings Bollards	Furnishings Tree Grates	Planters
Symphony Park Page 38–39	- Built off of W. Lewis Avenue (Park) Streetscape - Grand Civic Space for Union Park	12' Module	To Be Determined during Park Design @ 24' OC	Scored Concrete – 15% Special Paving – 20% Plantings – 65%	Centennial Street Light	48' Spacing				12' Spacing		
The Crossing Page 41	- Built off of City Parkway Streetscape - Provides Elevation Gain for Rail Crossing - Link Between Union Park and Existing Lewis Street Civic Corridor	12' Module	To Be Determined during Park Design @ 24' OC	Scored Concrete – 10% Special Paving – 65% Plantings – 35%	Centennial Street Light	48' Spacing						
Gateway Plaza Page 40	- Built off of City Parkway Streetscape - Link Between Union Park and Fremont Street - Formal Entrance to Casino/Entertainment Center	12' Module	To Be Determined @ 24' OC	Special Paving – 75% Plantings – 25%	Centennial Street Light	48' Spacing						
Internal Block Areas	- Main Entry to Village - Retail and Cafe / Dining Oriented	12' Module	To Be Determined @ 24' OC	Scored Concrete Special Paving Plantings	Centennial Street Light	48' Spacing						

Refer to Appendix for Specific Products

INTENT

- *To ensure that all landscape and hardscape areas remain healthy, attractive and safe.*

REQUIRED

2.18.1

A maintenance plan, including ongoing tasks and replacement schedules shall be prepared by the overall project association manager for all landscape and hardscape areas that are part of the streetscape behind the curb. This plan shall include:

Litter pickup
Cleaning of surfaces
Mowing of turf
Weeding planting beds
Sweeping
Replacement of dead or dying plant material
Irrigation repair and adjustments
Repair and/or replacement of damaged or severely weathered paving, benches, and other streetscape elements, signage and light fixtures.

2.18.2

The overall project association manager shall engage the services of qualified maintenance personnel to perform the described maintenance, upkeep and repair of all the items described above, in accordance with the maintenance plan.

2.18.3

Where there is an association for subcomponents of a project that are private, the sub or block association shall act in the same manner as above for its private areas not including the street edge hardscape and landscape.

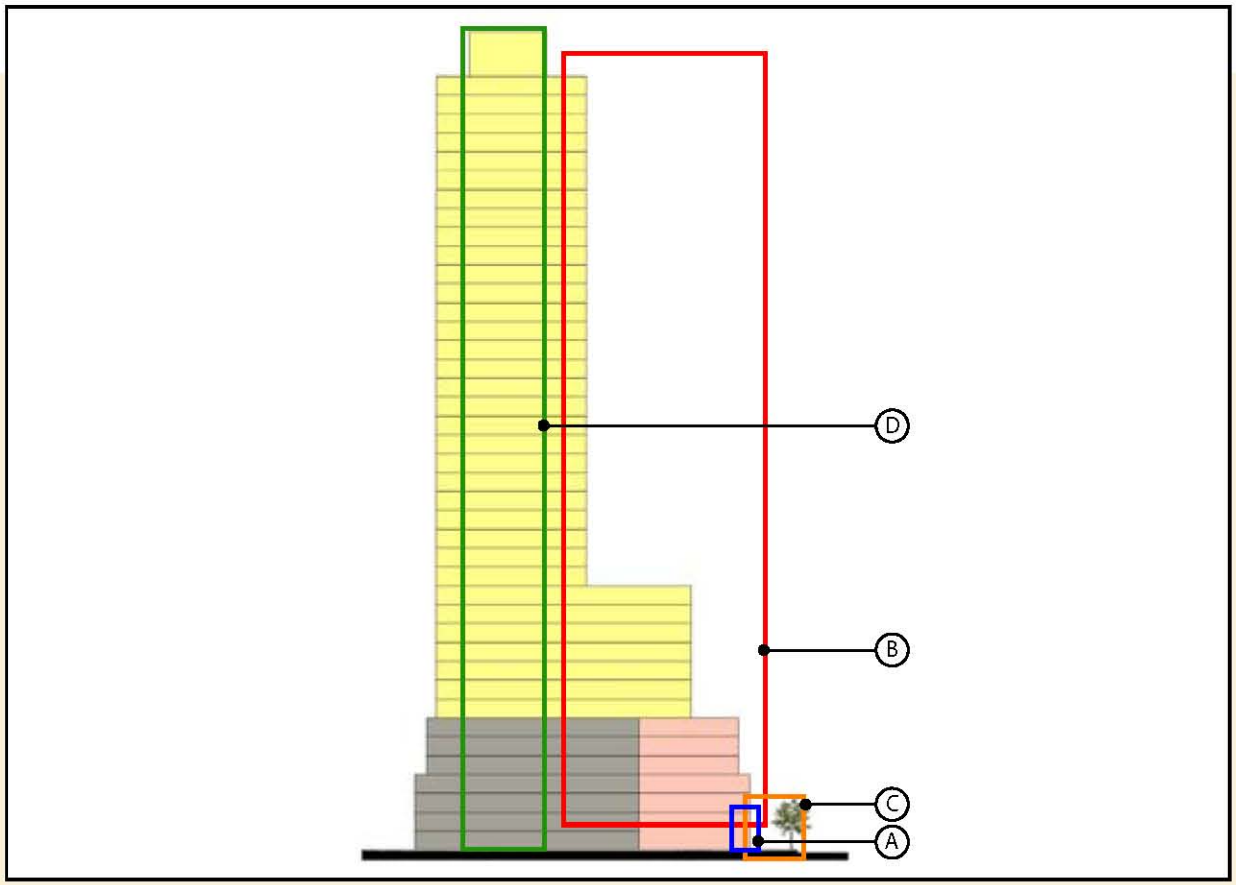
3 GENERAL SITE and BUILDING DESIGN STANDARDS

The Standards in this section are applied throughout Union Park. Design Standards for signage, fenestration, awnings, parking structure design, parking structure wrapping, landscape materials, lighting and streetscape elements and many other features are individually discussed. Photos illustrate acceptable comparable approaches that will be considered. Standards are shown as one of three types:

REQUIRED These are the compulsory standards described by the word "shall," as in "shall be" or "shall do."

RECOMMENDED These standards are strongly encouraged and strongly enforced, although subject to negotiation and interpretation, and are indicated by the word "should" rather than "shall."

ACCEPTABLE These standards are permitted and encouraged, with minimal or no limitations.



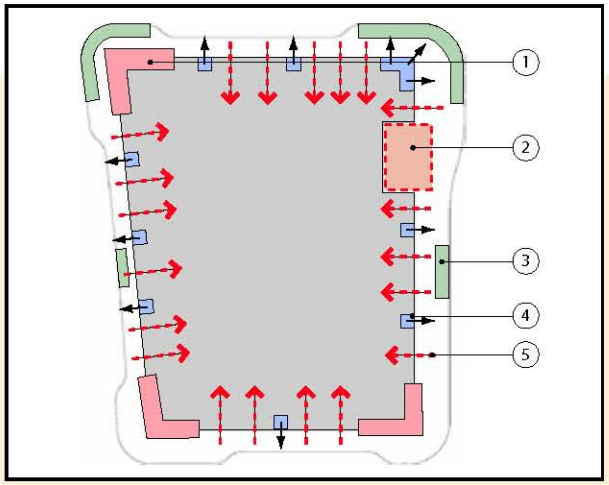
There are a set of basic urban design principles that provide the foundation for all architectural design and site planning in Union Park. The detailed Design Standards that are illustrated in the later pages of this section are summarized here to illustrate how they work together to create lively mixed use districts. They consist of building and site concepts that illustrate:

A. BUILDING/STREET/PEDESTRIAN INTERACTION

B. BUILDING SETBACKS AND STREET WALLS

C. PEDESTRIAN SIDEWALK ZONES

D. ARCHITECTURAL EXPRESSION



A. BUILDING/STREET/PEDESTRIAN INTERACTION

The success of Union Park in its architectural design begins with the positive relationship of the building to the sidewalk. Definition of building corners, entries and storefront to the sidewalk are highlighted here.

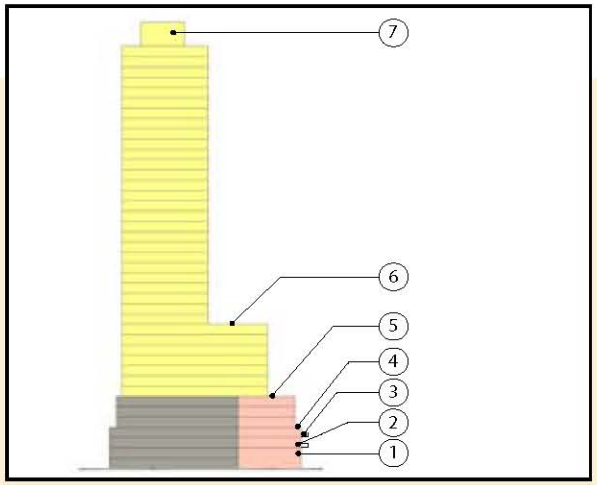
1 – Emphasize Corners: The corners of the blocks should have special prominence in the form of towers, street walls along build-to lines at the back of the sidewalk. (see section 3.13 Building Articulation)

2 – Building Articulation/Setbacks: to create outdoor active use areas to enhance the pedestrian environment.

3 – Pedestrian Rooms: On the sidewalk, as zones where walkers can find a refuge, sit and rest or wait for someone. (see Chapter 2.0 Streetscape and Open Space)

4 – Building Entrances: Oriented to the street and pedestrian environment, often recessed

5 – Storefronts: Transparent, attractive fronts at pedestrian level. (see section 3.8 Storefront Design)



B. BUILDING SETBACKS AND STREET WALLS

Going vertically, the building composition frames a street room with human scale at the podium base of the building, combined with a strong vertical architectural statement above.

1 – First Floor Active Uses: Active engagement with the sidewalk and continuing first floor height (16-20') above. (see section 3.7 First Floor Heights)

2 – Street Wall Enclosure: Up to 35-40' above the sidewalk, to shape the urban space at a pedestrian scale.

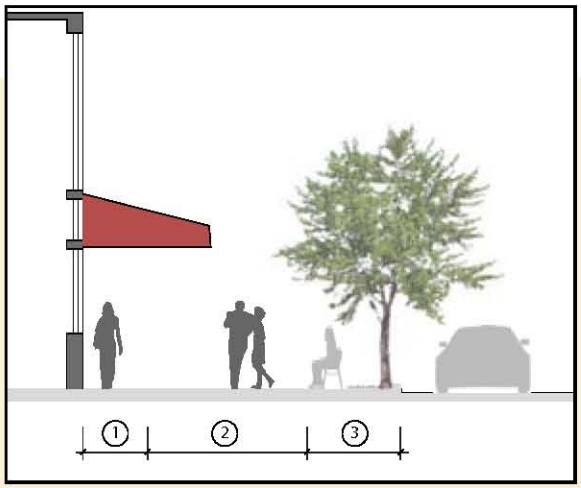
3 – Eyes on the Street: Opportunities for balconies and visual connections to the sidewalk-level activities

4 – Podium Setback: To distinguish the first floor and floors immediately above, a recognizable setback will be established at the 80' level.

5 – Lower Tower Setback/Amenity Deck: The top of the podium will be articulated by the top of the residential townhouse units and the amenity deck.

6 – Tower Setback: The lower tower on blocks so designated should occur at the 150' level so that views from the taller towers are not blocked.

7 – Tower and Roof Articulation: The tower should have articulated facades approximately every 10 floors, topped with an articulated roof as a terminating element.



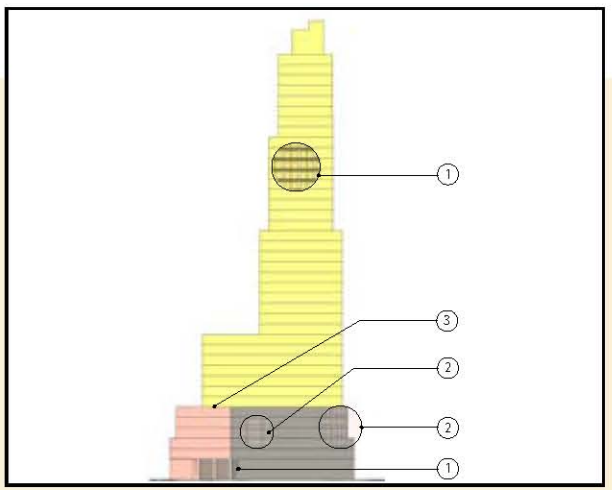
C. PEDESTRIAN SIDEWALK ZONES

The sidewalks have several roles to play in the creation of a lively, diverse street-level pedestrian environment. By creating zones for the building, pedestrian movement and relaxing, a positive sidewalk-building relationship can be set up.

1 – Building-Related Zone: Transparent storefronts with visually-exciting displays, shade for pedestrians at store entries and outdoor merchandise display space. (see section 3.8 Storefront Design)

2 – Pedestrian Movement Zone: Enough space for pedestrians to move freely along sidewalks, on visually pleasing and environmentally-friendly paving materials.

3 – Pedestrian Room/Amenity Zone: Space for pedestrians to stop, sit and relax, trees for shade, pedestrian lighting, pedestrian amenities, news stands and bike racks the pedestrian room/amenity zone provides a buffer between traffic and pedestrian movement zone. (See streetscape section for specifics)



D. ARCHITECTURAL EXPRESSION

Architectural creativity can produce many different specific architectural expressions for buildings in Union Park. Some of the design techniques that will have the most impact on the buildings are illustrated in the diagram.

1 – Transparency: Greatest area of transparent glass should be at street level at storefronts—less transparency at the tower level. (see section 3.5 Building Fenestration)

2 – Materials and Column Alignment: These elements integrate tower and podium.

3 – Landscape to Building Relationship: Shade the top parking deck, creating better views from surrounding towers.

INTENT

- *To provide shaded space on the north sides of streets in Union Park. These spaces may take the form of arcades, which are linear spaces, open to the sidewalk, defined by the building soffit, the storefront and the structural column line of the building.*

REQUIRED

3.2.1 Arcade Design

Depth and height of arcades shall follow the proportions shown in the diagram. The width shall comfortably facilitate pedestrian movement, access and visibility of ground floor businesses, and complement building architecture. The depth of the arcade measured from storefront to the exterior face of the structure shall be no greater than 2/3 of the height from sidewalk to arcade ceiling. The minimum depth of an arcade shall be 8'-0", from storefront to the back face of the columns. The height of an arcade shall be 16'0"–20'0". (photo 3)

3.2.2 Rear of Arcades

The rear enclosing walls of arcades shall consist of storefronts which are transparent to people on the sidewalk. Arcade columns and opening proportions shall allow maximum unobstructed visibility into ground floor uses. (photo 1)

3.2.3 Arcade Depth

The arcade shall not unduly visually separate the retail frontage from the pedestrian traffic.

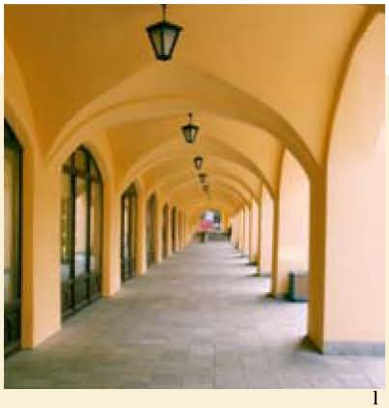
REQUIRED

3.2.4 Arcade / Building Coordination

The exterior face of the columns should continue the plane of the building above. (photo 2,4)

3.2.5 Arcade Coordination with Adjacent Sidewalk

Sidewalk paving in the arcade should be compatible in materials and design with the adjacent sidewalk. (photo 4)



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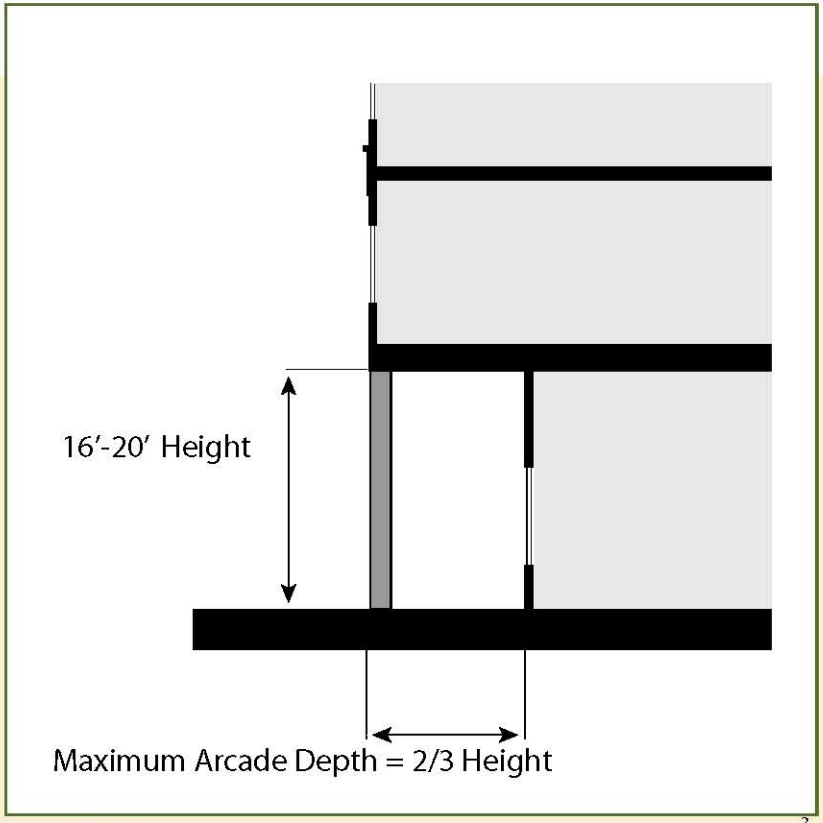

Arcade Design Standards

3

RECOMMENDED

3.2.6 Location of Arcades

Arcades are allowed where they will enhance the pedestrian environment by providing protection from the Las Vegas afternoon summer sun. They are allowable on the north side of West Clark, Carson, Bridger and Discovery Avenues (east-west streets).

3.2.7 Arcade Uses

Use of the arcade may include outdoor dining and outdoor displays of merchandise, if these do not block access to the building.

4

INTENT

- *To enrich the urban village in its visual and tactile qualities with materials, finishes, detailing and techniques that are timeless, durable, satisfying and sustainable. To brand Union Park as a sophisticated urban environment which reflects its desert environment and climate with a high quality exterior expression.*

REQUIRED

3.3.1 Material Compatibility

Regionally-appropriate and compatible materials shall be used. Materials and colors shall be compatible with the desert environment, with the intent of reducing reflected heat and glare into exterior public areas. (photo 2,3)

3.3.2 Material Visual Amenity

The materials shall convey a high level of visual amenity that is commensurate with the urban character of the urban village. (photo 6,7)

3.3.3 Material Quality

Establish a consistent and high level of quality that is durable and appropriate to pedestrian contact at the street level. (photo 3)

RECOMMENDED

3.3.4 Material Combinations and Scaling

Consistent, carefully detailed combinations of material that contribute to the architectural scaling of the buildings should be used. (photo 5)

ACCEPTABLE

3.3.5 Material Evolution

Allow the evolution of the development to include new technologies and materials that contribute to the neighborhood character and environmental sustainability; architectural methods and materials that are energy and resource-responsible.

UNACCEPTABLE MATERIALS

E.I.F.S. (Exterior Insulated Finish System) or stucco at the retail level or street level. (EIFS or stucco are acceptable above the retail level of the base or higher, as approved by the Design Review Committee.)

Untreated wood siding

Concrete masonry units

Ornate wrought iron

The Design Review Committee will review all materials and may find other materials inappropriate.

1

2

3

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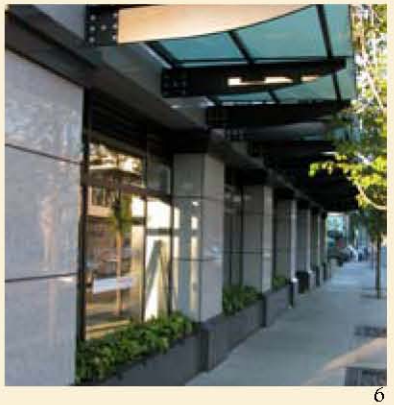
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INTENT

- *To enhance the pedestrian environment aesthetically and create shade and comfort on the sidewalks*
- *To enhance the pedestrian experience and attractiveness of the area*
- *To create a pedestrian environment with visual interest.*

REQUIRED

3.4.1 Awning and Canopy Compatibility

Awnings or canopies shall be an integral part of the architectural design of the buildings to which they are attached and should be compatible with the building. (photo 3,8)

3.4.2 Awning and Canopy Positioning

Awnings or canopies shall be positioned so that signage and views to businesses are not obstructed and so that substantial shade is cast onto the sidewalk at critical times of daytime sun exposure. Fire Department access to upper stories of buildings must be considered in size and placement of awnings, canopies and shading devices. (photo 1,10)

3.4.3 Awning and Canopy Projection

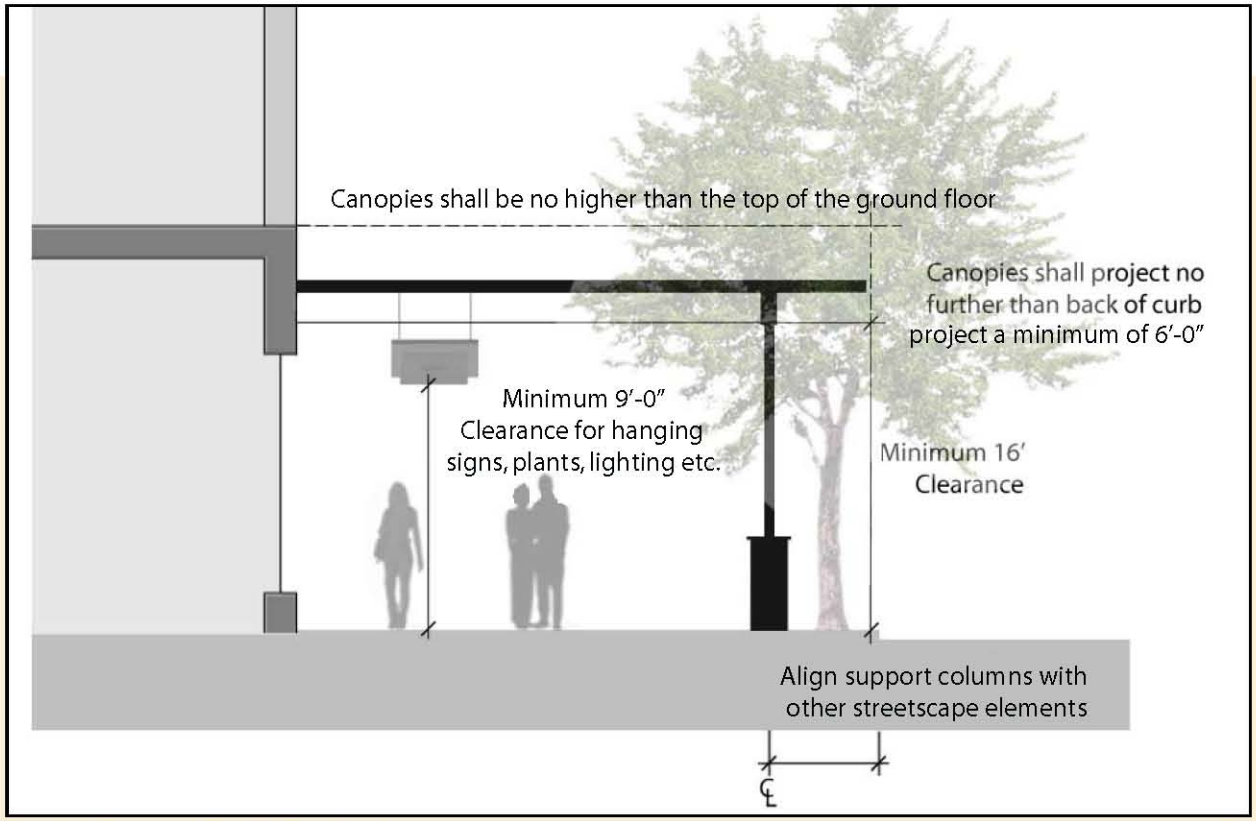
Awning or canopy projections shall be a minimum of 6 feet and not project beyond the back of curb. They shall not project into the tree or street light zones of the sidewalk. (photo 1)

3.4.4 Awning Materials

Awnings or canopies shall be permanent fixed structures on street faces of buildings. Awnings may be movable (adjustable) on patio or mid-block pedestrian way-facing building frontages. In the case of fixed awnings, durable, high quality permanent materials shall be used. In the case of movable awnings, durable and flexible materials shall be used. (photo 2,3)

3.4.5 Signage on Awnings

Signage, lettering, logos or other graphics shall not be placed on awnings. (photo 7,9)



Overhead Canopy and Shading Design Standards 1

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RECOMMENDED

3.4.6 Awning Color

Awnings should be solid color. If not solid color, awning colors and patterns must be approved by the Design Review Committee. (photo 7,9)

3.4.7 Placement of Awning and Canopy Supports

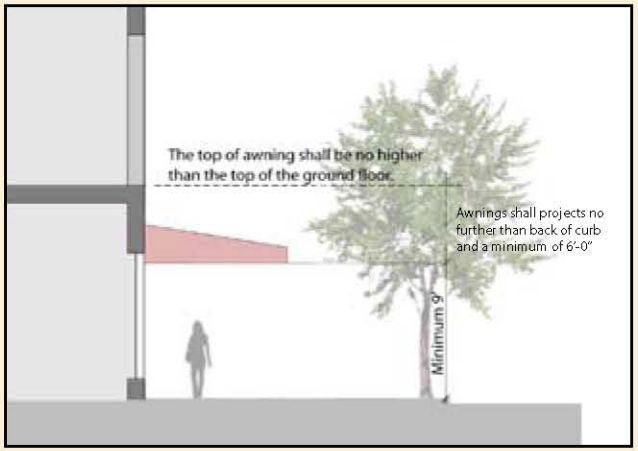
Awnings or canopies may be supported on the sidewalk in a design that is compatible with the main building. If supported on the sidewalk, the column shall be placed in the amenity zone of the sidewalk, located to allow pedestrian movement and to avoid conflicts with streetscape elements. (photo 5,8,11)

3.4.8 Awning and Canopy Coordination

Awning and canopy placement should be coordinated with adjacent development along the Promenade so that a consistent line of awnings or canopies is projected along the street. (photo 6)

3.4.9 Awning Diversity

Diversity in design of the awnings or canopies from building and block to the next is encouraged to reinforce a rich urban environment, but shall be within limits of compatibility with the architecture and the streetscape concept of the street. Designs shall be approved only after review by the Design Review Committee. (photo 11)



Overhead Awning Design Standards

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INTENT

- *To give buildings human scale and relationship to the public environment*
- *To provide some ability to see the activity in the buildings by day and night*
- *To reinforce the differences between residential and commercial structures and uses.*

REQUIRED

3.5.1 Street-Level Fenestration

Transparent glass storefronts shall be used on open street-level facades in order to insure the visibility of active uses, and to provide a lighter, more detailed and human-scale architectural expression along the sidewalk. (photo 3)

3.5.2 Minimum Street-Level Fenestration

Commercial building facades fronting on public streets at storefront level shall be not less than 70% vision glazing. A greater proportion of glass is appropriate at the street level. (photo 1,3)

3.5.3 Glass Reflectivity

Transparency and reflectivity of glass shall insure visibility from the sidewalk and minimize the glare that would be produced by highly reflective glass. Clear, low E or slightly tinted glazing should be used. Clear glass shall have a reflectance rating not to exceed .18. No first surface reflective glass coatings shall be permitted. (photo 3)

3.5.4 All-Glass Buildings

All-glass buildings (on all sides) shall not be presented, except as part of a sustainable design strategy which results in improved building environmental performance.

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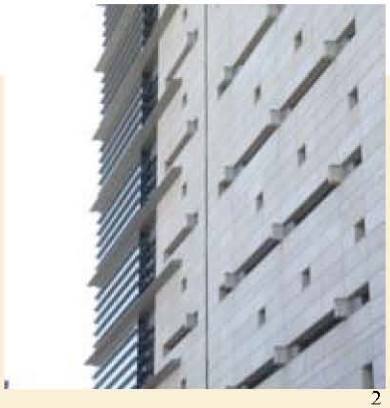

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RECOMMENDED

3.5.5 Solar Performance

Upper Level facades on different exposures should be designed to reflect their solar exposure and performance. (photo 2)

ACCEPTABLE

3.5.6 Opaque Glass

Minimal use of opaque glass is acceptable to continue glazing patterns in areas where screening of structure, utilities or uses is required.

INTENT

- *To provide residential blocks with private, accessible and usable outdoor open space on the top levels of parking structures.*
- *To create short range views of open space and designed landscapes on tops of lower buildings from surrounding towers in Union Park.*

REQUIRED

3.6.1 Amenity Deck Facilities

Amenity decks shall be developed with at least one of several spaces and facilities useful to the residents of the block: tennis or other sports courts, swimming pools, changing rooms and ancillary facilities, landscaped areas, seating with shade and other similar facilities.

RECOMMENDED

3.6.2 Amenity Deck Microclimates

Amenity decks should be developed to provide at least partial shade at least part of every day during the hot portion of the year.

3.6.3 Views From Decks

Amenity decks should be designed with views of surrounding buildings in mind, as a branding and identity feature.

3.6.4 Size and Location

The developer should provide landscaped decks and/or other shade solutions on parking structures over at least half of the area of a parking structure. This deck shall hide parking to the extent possible, while creating shade for parked vehicles. The location of amenity decks will depend to some extent on the locations of towers and other structures.

INTENT

- *To provide ground level building spaces that can house retail and restaurant uses with consistent building heights.*
- *To create a lively pedestrian ambiance on the commercial streets.*
- *To be flexible in housing alternative short-term ground floor uses.*

REQUIRED

3.7.1 First Floor Heights

Consistent street level storefront heights of a minimum of 16'–20' shall be developed around each block. This height shall accommodate retail and restaurant uses. (photo 3,4,6)

RECOMMENDED

3.7.2 First Floor Architectural Elements and Scaling

Building facades should provide elements of architectural scale and proportion that relate to the storefront height, the overall building scale and the human scale of the pedestrian environment. (photo 1,2,5,7)

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INTENT

- *To create individualized, attention-getting, well-designed showcases for shops and restaurants as a draw and amenity to Union Park.*
- *To stimulate a high level of retail activity on the Promenade and other retail streets.*

REQUIRED

3.8.1 Storefront Design

Storefronts and entrances shall support and enhance the pedestrian-oriented environment while giving identity to buildings and uses therein. (photo 1,2,3)

3.8.2 Storefront Entries

Storefront entry thresholds shall be at the adjacent sidewalk pavement level to facilitate shopper and visitor access. Entries should be closely spaced, and storefronts continuous to encourage continuous shopper and pedestrian movement. (photo 3)

3.8.3 Storefront Special Doors

Folding storefront doors, security devices and overhead rolling grilles shall be fully integrated into the storefront architecture and shall be hidden behind glazing and wall surfaces.

3.8.4 Building Entries

Building entries shall be recessed into storefronts where the storefronts face the street (typical condition).

RECOMMENDED

3.8.5 Storefront Scaling

Storefronts should be comfortably scaled and well-detailed to help break down the large façade of the building into smaller units. Large, unbroken surfaces are not recommended unless that is a design feature. Surfaces should be divided by mullions, awnings, signage, decorative elements and other devices. (photo 3)

3.8.6 Storefront Alignment

Storefronts should be aligned with the building build-to line, with exceptions for setback zones for outdoor seating. In no case shall the storefront extend into the sidewalk right-of way, except for overhead signage and awnings. (photo 1)

3.8.7 Storefront Facades

Facades should present a pattern of architectural variety through modulation of the wall plane, detailing, color, texture and materials. (photo 2)

3.8.8 Storefront Variety

A variety of storefront designs should predominate over a uniform series of storefronts. The objective is to create visually interesting and compelling environment that is expressive of the individual businesses along the street. Many small storefront units are preferable to a few long storefront units. (photo 2)

3.8.9 Opening to sidewalk

Accommodating the Las Vegas climate, storefronts and restaurant fronts should incorporate systems such as folding doors, folding glazing units, overhead doors and other devices to open the interiors more completely to the sidewalk. This is especially important on the Promenade.

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INTENT

- *To create an urban environment that is pleasing visually from all points of view, creating value for adjacent properties and for Union Park as a whole.*

REQUIRED

3.9.1 360 Degree Design

All sides of a structure shall exhibit design continuity. There shall be no unimproved side to a structure. *(Ref: Las Vegas Commercial Development Standards Title 19.08.050).* (photo 1)

3.9.2 Primary Facade Design

Buildings shall relate to all orientations with high quality materials and details as described elsewhere in this section. All sides of a building shall have a design approach that makes them worthy to be a primary façade. (photo 3,4)

RECOMMENDED

3.9.4 Solar Consideration

Differing architectural design strategies should be incorporated for different solar and climatic orientation, and views. *See Section 3.1.6 on Solar Orientation.* (photo 2)

ACCEPTABLE

3.9.5 360 Degree Exceptions

Early phase buildings which will have later phase buildings abutting them may have building faces that are without fenestration or other primary façade design features. However, these building faces should incorporate some design features which will provide visual interest until such abutting building is built.

A 360 Degree Building 1

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3.9.6 Parking / Building Relationships

Sides of a structure that directly abut a parking structure are exempt from this standard, at the places where the building and parking structure abut each other. Above the parking structure, the standards above apply.

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INTENT

- *To make a positive contribution to the downtown skyline by visually terminating tower buildings with articulation which will help in reinforcing the spirit of Union Park.*
- *To create opportunities for rooftop open space, minimizing the heat island effect.*

REQUIRED

3.10.1 Rooftop / Building Systems

All rooftop building systems shall be incorporated into the building form in a manner integral to the building architectural form and material. (photo 1,4,5)

3.10.2 Mechanical / Communication Systems

All mechanical, electrical and communications systems shall be completely screened from view from surrounding streets, highways and other buildings with elements equal to or greater than the height of the equipment. (photo 1,4,5)

RECOMMENDED

3.10.3 Flat Roofs

Flat roofs and unarticulated building tops should be avoided, except for required heli pad or other code-required flat surfaces and rooftop open space on the upper base buildings. Roofs should be expressive of the spirit of Union Park, celebrative and honest expressions of the building's architecture.

3.10.4 Roof Form

Building roof forms should respect the context in which they are viewed, in terms of height, proportions, and views of the building from other buildings, especially the views from higher buildings. (photo 3)

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3.10.5 Tower Roof Form

Building tops for Towers with architectural silhouettes which add definition to the skyline, with consideration given for views from buildings around the building in question, not only in elevation are encouraged. (photo 6,7)

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INTENT

- *To enhance the image and identity of Union Park through design of high quality parking facilities*
- *To make parking a positive experience for all Union Park visitors, employees and residents*
- *To minimize the visual and noise impact of parking structures*
- *To enhance the quality and pedestrian experience of the Union Park streets.*
- *To continue the active street front uses and minimize the visual and functional impact of parking, through wrapping active uses around parking structures*

REQUIRED

3.11.1 Sloping Floors

Sloping floors of parking structure ramps shall not be exposed to public view from outside the structure.

3.11.2 Parking Impacts

Minimize the impact of vehicle noise, headlights, lighting and mechanical systems associated with parking facilities. These impacts shall be reduced by:

Keeping parking structures to the interior of the blocks wherever possible, hidden from view of the public right-of-way.

Using cutoff light fixtures to avoid direct light source views from public right-of-way and adjacent buildings. Exteriors of parking structures shall not be lit.

Screening mechanical systems from sight lines from public rights-of-way and adjacent buildings.

Screening headlights of cars from public rights-of-way and adjacent buildings.

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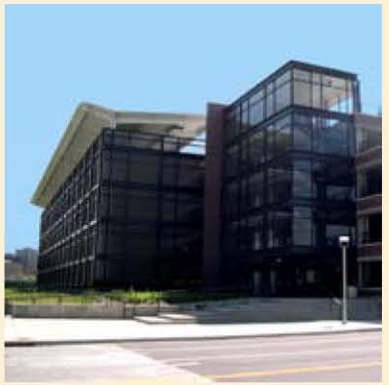
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3.11.3 Parking Structure Facades

Where parking structure facades are exposed, an architectural treatment shall be applied either expressing individual building fenestration, or a very contemporary architectural expression. Facades may also be screened by a variety of translucent architectural screen materials. Where parking structures separate towers and street level development the facade of the parking garage shall be treated as and occupied building space extending the architectural treatments from the tower or podium down to street level (see alternative 4 on page 60). (photo 1,2,3,4,5,9)

3.11.4 Wrapping Parking

Space and interest to the street shall be created by wrapping parking with retail, office and residential uses, and avoiding large blank walls or parking next to the street level sidewalk. (6,7)

3.11.5 Garage Mass

Articulation in the wrapping facades shall occur both vertically and horizontally to break up mass and conceal parked cars from view from adjoining public space. (photo 10)

3.11.6 Visual Impacts

Use architecturally compatible finish materials and details with surrounding buildings and uses to minimize the negative visual impacts of parking lots and parking structures. (photo 3,5)

3.11.7 Solar Reflectance Index

A solar reflectance index (SRI) of a minimum of 29 for roofs (or shading) associated with parking will be required.

RECOMMENDED

3.11.8 Sight Lines

Parking must be screened or disguised with walls that emulate fenestration, or other architectural treatment to minimize the visual impact of the parking spaces or where parking spaces may be visible from the street from some angles. (photo 3.6)

3.11.9 Ground Floors

Create a walkable pedestrian-scaled neighborhood. Provide active pedestrian-oriented public uses on street-facing ground floors of parking structures where required by these criteria.

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INTENT

- *To create positive relationships between parking structures and the spaces or buildings they abut.*
- *To enhance the value of adjacent buildings and to create a more efficient site, maximizing parking and other uses.*

REQUIRED

3.12.1 Parking Noise and Vibration Mitigation

Structures Abutting Other Buildings: When structures directly abut inhabited buildings, in addition to the building code requirements for separation of uses, due care shall be taken to minimize transmission of noise and vibration from the parking structure to the other buildings, by acoustically isolating the structures from each other.

3.12.2 Parking Exposure to Open Space

Structures Adjacent to Open Spaces: Where structures are adjacent to interior open spaces, visibility of the structures must be a factor in design of the structures. The finishes and materials must meet the quality of the streetscape and landscape in the open spaces, walkways or courtyards.

3.12.3 Ventilation

Ventilation exhaust of parking structures shall not be directly into these open spaces, and the noise from fans and blowers shall be insulated from these spaces.

3.12.4 Lighting

Parking structure lighting sources must be shielded from visibility from the ground floor level of these structures, and from buildings directly across from the parking structures.

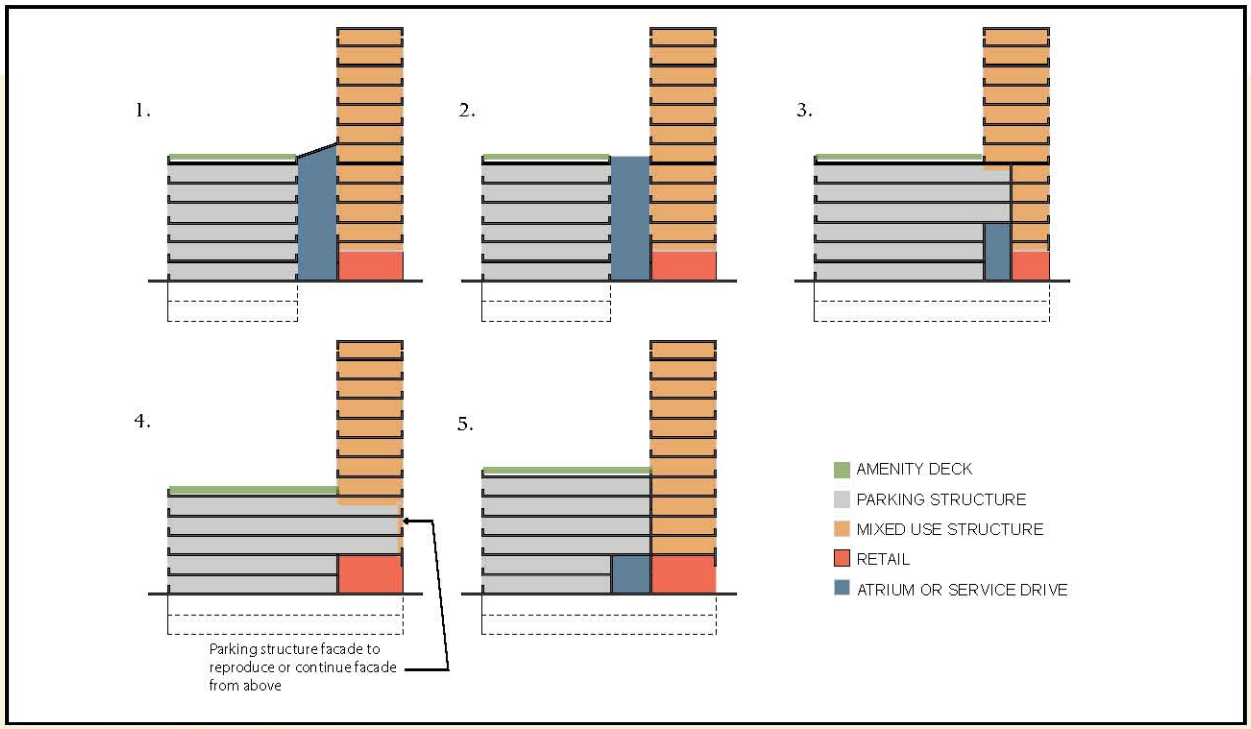
3.12.5 Amenity Decks

Amenity decks and other shading devices shall be developed on the top levels of all parking structures adjacent to residential uses.

ACCEPTABLE

3.12.6 Roof Design

Portions of decks may be developed as usable outdoor areas and portions may be developed as open roofs. Some top level parking may be visible from adjacent buildings.



Alternative Building / Parking Relationships

Alternative Relationships of Parking Structures and Buildings

Typical blocks in Union Park have parking structures surrounded by office and residential buildings, usually with retail space on the ground floor. There are several different ways to approach the relationships of these use types.

Each of them achieves the goal of having active ground floor uses, a multi-level parking structure and an office or retail building above. These alternatives are shown here:

1. Building separated from parking structure by 30–40'-wide (variable) covered or enclosed atrium. Lower level building windows face into the atrium between the building and the parking structure. Retail uses can open to the atrium as well as the street.
2. Building separated from parking structure by 30–40'-wide (variable) open space. Lower level building windows face onto the open space between the building and the parking structure. Retail uses can open both ways.
3. Building built partially over the parking structure, with the lower building levels as half-floors, facing the street. An atrium or pedestrian passage separates the retail space from the parking structure.
4. Building built over the parking structure, with an elevator/service core connected to the ground level. Retail space is tucked into the parking structure at the ground floor. Facade of parking structure shall be treated as and occupied building space above ground level retail space.
5. Building built immediately adjacent to the parking structure, with a pedestrian passage right behind the ground floor retail space. The lower floors of the building have fire separation from the parking structure, and no windows on that side until the building rises above the parking structure.

INTENT

- *To provide interesting and comfortable scale relationships of buildings through modulation of building massing—both surfaces and forms—contrasts in form, color and materials.*

REQUIRED

3.13.1 Street Wall Requirements

Street walls shall include at least two variations in wall placement per 100 linear feet of street frontage. On the Promenade, this variation is only applicable at upper levels of the buildings facing the Promenade. Variations shall not be less than three feet in depth or projection and not less than four stories in height. These shall include variations in wall plane and building height. (photo 1)

3.13.2 Building Scale

The scale of taller buildings should be broken down by mixing materials, colors, textures and details in addition to the above variations. Variation in building scale shall relate to the scale and function of pedestrian-oriented uses along the street, and shall be integral with the building form and construction. (photo 4)

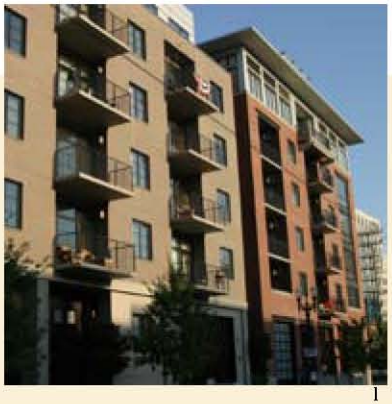
RECOMMENDED

3.13.3 Facade Variation

Facade variations should relate to the dimensions of room sizes, residential units and/or structural modules. Variations should emphasize primary building entries, important corners or significant architectural features. Building projections may extend beyond the build-to line up to 3'-0" but not impact the build-to line at ground level. (photo 3)

3.13.4 Balconies and Terraces

Balconies and terraces should be incorporated into vertical and horizontal shifts in building massing where possible. Balconies above the first retail floor may extend beyond the build-to line up to 6'-0". (photo 1)



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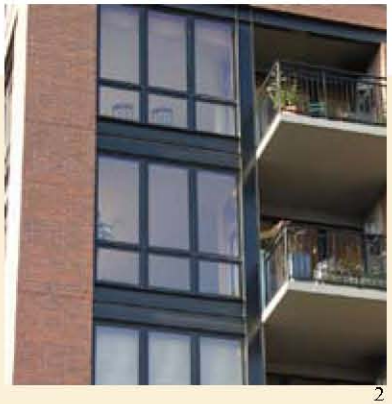

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3.13.5 Structural Elements

Building structural elements such as floors and columns, and fenestration should be articulated through changes in plane, use of decorative and functional elements such as sills, lintels, muntins, pilasters, piers, and other elements. (photo 3)

3.13.6 Building Corners

Building corners at street intersections should be enhanced through special corner treatments such as towers, special roof shapes and taller building sections. (photo 5)

3.14.7 Setbacks by Height

Setbacks and horizontal tower articulation should be introduced beginning at the 150' height and every 10 floors to the top of the building.

INTENT

- *To provide a comfortable and safe indoor and outdoor environment by managing solar access and shading through architectural design of buildings and the urban design framework of streets.*

REQUIRED

3.14.1 Providing Microclimates

Building heights shall take advantage of solar orientation, and shall create comfortable micro climates at the street level that protect from prevailing winds, afford summer shade and winter sunshine.

3.14.2 Shading Pedestrians

Buildings and pedestrian ways on the north sides of streets shall be protected by awnings and/or arcades along 75% of the length of the sidewalk to provide options for walking in the shade. (photo 3)

3.14.3 Shading Submittal Requirements

Solar shading diagrams indicating solar shading and access through architectural design shall be submitted for review by the Design Review Committee.

RECOMMENDED

3.14.4 Building Orientation

Building orientation, height and bulk should provide for sun to reach the ground, neighboring buildings and other pedestrian levels in cold weather. (photo 1)

3.14.5 Minimizing Heat Gain

Building orientation should respect the climatic conditions by minimizing heat gain and considering the impact of shade on adjacent land uses and areas.

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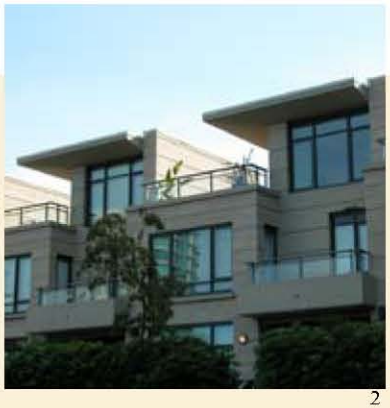

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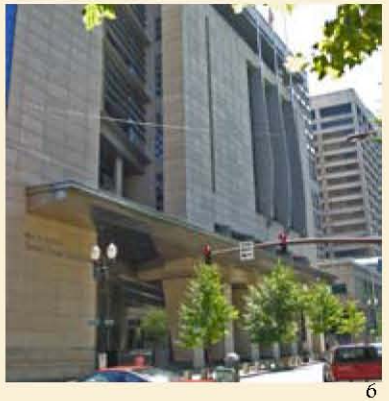

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3.14.6 Facade Treatment

The façade treatment should be unique to the solar orientation; the south and west facades should be more opaque with a punched window expression (or louvered and screened), and the east and north facades should have more lightness and greater expanses of glass. See the section on Fenestration.

3.14.7 Protection Building Entries

Building entries should be sun-protected.

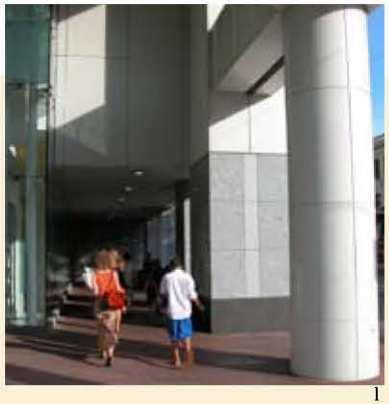
3.14.8 Facade / Building Articulation

A high degree of building articulation will provide more opportunities for shading external building spaces (such as rooftop courtyards) with external building features such as overhangs, balconies, shading devices, etc. (photo 1,4,5)

INTENT

- *To create environmentally responsive and responsible buildings with respect to solar orientation*
- *To create comfortable site conditions for everyone using outdoor spaces.*

In this section, standards for solar orientation and shading relate to the external performance of the building with respect to its site, the public right-of-way, and neighboring buildings.



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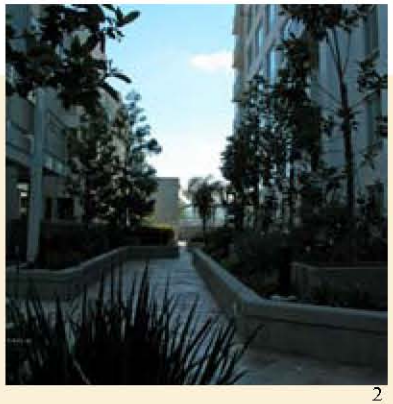

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REQUIRED

3.15.1 Year-round Solar Orientation

Buildings shall create comfortable micro-climates for all four seasons, minimizing or blocking uncomfortable winter winds and maximizing beneficial summer shading and air circulation. Building designs should include protected spaces and pathways to enable comfortable year-round use by visitors and residents. (photo 1,2)

3.15.2 Material Reflectivity

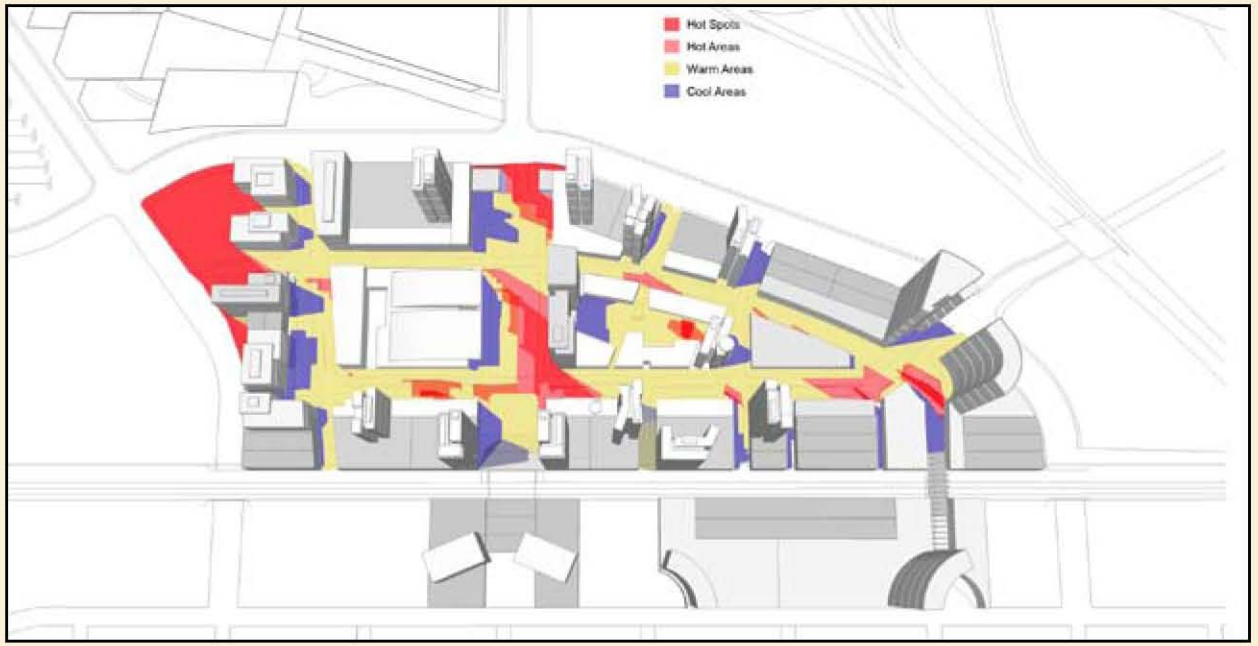
Buildings shall not contain gold glass or other highly reflective or mirrored glass which reflects excessive solar heat and light onto the site, other buildings or onto the public right-of-way.

3.15.3 Shading Cross Streets and The Union Park Promenade

Buildings on the south side of the cross streets shall shade the sidewalks and landscaped areas on the south sides of those streets. They shall do this with their height and setbacks. Buildings on the west side of the Promenade shall shade the Promenade from noon through the afternoon during the hottest part of the year. (photo 1)

3.15.4 Winter Shade

Buildings should minimize the impact of winter shade on adjacent buildings, to the extent possible.



Solar Exposure Analysis- This diagram highlights the hottest areas at 3 pm on Jun 21, as indicated by the red shaded areas. These are the areas that need the most protection from the sun that buildings cannot provide.

RECOMMENDED

3.15.6 South / West Sun Protection

East, south and west faces of buildings which face the sidewalk should have sun protection in the form of awnings and/or canopies. See the section on Awnings, Canopies and Shading. (photo 3)

ACCEPTABLE

3.15.7 Arcades

Arcades are permitted on the north sides of the cross streets, to provide shade on the north sides of these streets. See the section on Arcades.

INTENT

- *To provide clear identification of businesses and buildings*
- *To add visual interest and delight to Union Park*
- *To maintain a pleasing visual relationship between the function of identification and the architecture of Union Park*

REQUIRED

3.16.1 All signs, regardless of section, will need to have the approval of the Design Review Committee.

3.16.2 Relationship to Las Vegas Zoning Code

The design, installation and maintenance of all signs shall be in conformance with Las Vegas Zoning Code Chapter 19.14 SIGN STANDARDS, as revised and amended, except as noted in this section of the Union Park Design Standards.

3.16.3 Reviewing and Approving Body

The approving body shall be the Union Park Design Review Committee, described on page 104. The Design Review Committee shall be referred to instead of "the City" or "the Department" or "the Director" (of Planning).

Each section of the Sign Standards is noted herein, with a notation of the adoption of the section in the Design Standards (meaning it is required), the deletion of certain sections (meaning this section is not required), or the revision of each section (by text in this Standards document).

3.16.4 Required Zoning Code Sections

19.14.010 Conformance and Purpose
19.14.020 General Requirements
19.14.030 Exempt and Prohibited Signs
19.14.050 Signs Allowed in All Districts Except as Limited
19.14.090 Only paragraphs B, F, G and H are acceptable
19.14.110 Signs in Public Rights-of-Way

19.14.120 Certificates and Permits
19.14.130 Master Sign Plan
There shall be a master sign plan for each block identifying signage for each building and business
19.14.140 Certain Illegal and Abandoned Signs
19.14.150 Appeal
19.14.160 Nonconforming Signs
19.14.170 Violations, Remedies, Penalties
19.14.180 Illustrations

3.16.5 Deleted Zoning Code Sections (items not permitted unless by reference in Design Standards).

19.14.040 Signs Permitted Without a Certificate
19.14.070 Residential Protection Standards
19.14.080 Historic Signs
19.14.100 Off-Premise Signs
19.14.110 Signs in Public Right-of-Way

3.16.6 Dimensional and Other Standards for Union Park

Section19.14.060 of the Las Vegas Zoning Code is replaced by this section of the Design Standards for Union Park, as described herein. Signs not mentioned in this section are not permitted.

5.A ARCADE SIGNS
One business per entrance, 8 SF, min. ht. 8', external illumination

5.B AWNING SIGNS
No awning signs shall be permitted

5.C CANOPY SIGNS
One sign per canopy, 25% of area of face of canopy, internal or external illumination

5.D FREESTANDING SIGNS
No freestanding signs shall be permitted

5.E MONUMENT SIGNS
One per street frontage, 75 SF per sign, 10' high, on or behind build-to line, internal or external illumination

5.F PROJECTING SIGNS
One per entrance, 32 SF, height of first floor, 8' minimum ht., maximum 8' projection from building face

5.G WALL SIGNS
One per building face, 2% of building wall area for building, 1% maximum for building tenant, one tenant per building, may project to no closer than 2' below top of parapet, 4' projection, internal or external illumination

5.H WINDOW SIGNS
No window signs shall be permitted

5.I MARQUEE SIGNS
One per building elevation, 20% of building elevation, may extend to 2' below top of parapet and over sidewalk to 5' back of curb, min. ht. 8'

5.J ROOF SIGNS
No roof signs are permitted

INTENT

- *To provide illumination that complements the urban nature of Union Park*
- *To provide aesthetic appeal and safety, promoting comfortable, safe pedestrian activity at night*
- *To distinguish Union Park from the largely externally illuminated and bright night-time environment of The Strip*

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REQUIRED

3.17.1 Adjacent Property

Building lighting shall be shielded such that the light source is not directly visible from adjacent properties or the public rights-of-way. (photo 1,2)

3.17.2 Light Color

Light sources shall be color-correct types such as high-pressure sodium and metal halide. Light types of limited spectral emission, such as low pressure sodium or mercury vapor lights are prohibited.

3.17.3 Lighting Levels

Minimum external building lighting levels at main building entries and stairs are 5.0 footcandles, and at loading docks, 15.0 footcandles.

3.17.4 Pole Mounted Fixtures

Site pole-mounted light fixtures shall not be used to illuminate buildings.

RECOMMENDED

3.17.5 Internal Building Lighting

Internal building lighting should be emphasized. External building lighting should provide definition of building massing and features such as entries. Light will be seen through windows, indicative of an urban, mixed use downtown. (photo 5,6)

3.17.6 Night Sky Preservation

Impact of building lighting on the night sky should be minimized where possible with cutoff and downward facing fixtures. (photo 2)

3.17.7 Lighting Fixtures

The emphasis on building lighting should be on the lighting effect, rather than on the fixtures as visible elements. (photo 4)

3.17.8 Lighting Power Consumption

All external lighting should be designed and located to reduce power consumption to its lowest practical level. Among the techniques to achieve this include: automatic shutoff after certain times of the early morning and daylight hours, switching localized for individual control, and avoidance of over-illumination on buildings.

ACCEPTABLE

3.17.9 Accent Lighting

Accent lighting of building entries or features is permitted.

3.17.10 Neon Lighting

Neon lighting is subject to review and approval by the Design Review Committee.

3.17.11 Prohibited Lighting Types:

Blinking, flashing or changing intensity lighting, except for temporary holiday displays

Any fixed light that produces incident or reflected light that is disturbing to the operator of a motor vehicle.

Any light that may be confused with a traffic control device.

Beacon or search light, except as a one-time event feature.

INTENT

- *To protect the occupants of buildings from death and injury and to limit damage to buildings and their contents from hostile acts, while maintaining a desirable aesthetic for both buildings and sites (transparent design).*

Three types of measures are listed; all are acceptable and recommended, none are required. The sole requirement is that all measures designed into buildings or the site not be primarily identifiable as security measures.

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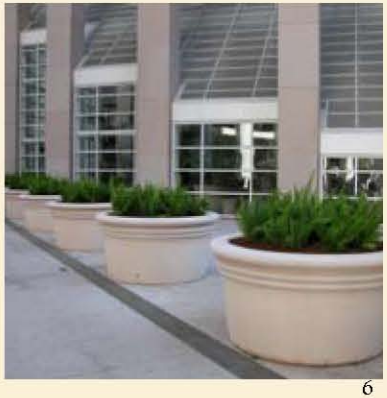
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3.18.1 Site Security

Provide emergency communication required by the City of Las Vegas ordinance and CCTV surveillance of key areas, with communication link to metro.

Protect vulnerable areas with security measures such as alarms, card readers and cameras (photo 3,5)

Introduce appropriate levels of lighting to create a safe, comfortable environment without over lighting

Maintain lines of sight to parking lots, public areas and structures from adjacent buildings

Limit entrances into publicly-accessible buildings, especially after hours

Provide emergency call stations

Provide redundant utility systems to support life safety and rescue functions

3.18.2 Airborne Contaminants

Locate outside air intakes above ground level to prevent public access

Prevent public access to building roofs and to mechanical equipment on roofs

Secure return air grilles to prevent public access

Install HVAC control options with energy management and control to regulate airflow and pressures within the buildings

Isolate lobbies, mail rooms, loading docks and storage areas where quantities of contaminants may enter

Install air quality monitors to detect chemical, biological or radioactive substances and control air distribution

Install high efficiency building filtration systems to reduce consequences of release of toxic airborne material

3.18.3 Blast Mitigation

Utilize pavement, planter, bench, bollard and other street furniture designs that are structural barriers to unauthorized vehicles while providing visually appealing streetscape elements (photo 1,4,6)

Provide helicopter landing pads and rooftop emergency exits to allow alternative evacuation routes as required by the Building Code. photo 2)

Building design should incorporate flexible frames, blast-resistant materials, including interior materials and assemblies that protect building occupants from blast effects

Provide wall assemblies sufficient to protect utility and communications systems

INTENT

- *To minimize the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.*

3.19.1 Storage, Equipment and Loading Visibility

Loading docks, trash storage, service courts and mechanical equipment shall not be visible from public rights-of-way. (photo 5)

3.19.2 Screening and Buffering

Loading docks, trash storage, service courts and mechanical equipment shall be screened and/or buffered by a combination of walls, screens, louvers and/or other features which are integrated with the architecture of the buildings. (photo 1,4)

3.19.3 Parapet Profiles

Parapet profiles shall, at a minimum, equal the height of adjacent rooftop equipment and all mechanical and utility equipment (e.g., ducts, vents, fans, condensers, etc.) The inside of the parapet should be painted in colors compatible with the color of the roof. (photo 4)

3.19.4 Ground Mounted Utilities

Meters, electrical cabinets, transformers and switchgear shall be located within the building they serve. Ground-mounted utility vaults and detector check valves should be screened with landscape or incorporated into trash enclosures or street furniture elements.

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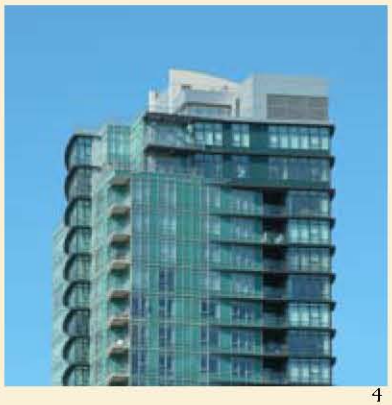

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RECOMMENDED

3.19.5 Enclosure / Screening

All permitted uses and their resulting products which are not required to be contained entirely within a fully-enclosed structure should be screened from view from streets and neighboring properties. (photo 5)

3.19.6 Area Drainage

Courtyard and areaways should be graded to catch and retain runoff and spills from vehicles, trash or other storage and operations in order to minimize runoff onto sidewalks, gutters and streets and paved surfaces.

3.19.7 Loading Area Circulation

Circulation and parking for service areas shall not disrupt the normal flow of on-street traffic. Off-street loading areas should be designed to include adequate space for ingress, egress and maneuvering.

ACCEPTABLE

3.19.8 Roof Utility Screening

Antennas, including but not limited to earth satellite stations, are permitted with specific approval of the Design Review Committee. Locations of antennas shall minimize their impact on the appearance of the immediate area. Antennas should be properly screened from public view and nearby taller buildings. (photo 4)

3.19.9 Ground Level Screening

Ground level screening may be provided by landscaping or landscaping in combination with walls, if it results in complete visual screening.

4 CHARACTER of the BLOCKS

Each parcel and block is a unique opportunity to make a contribution toward the character of the high density, mixed use Union Park urban neighborhood. To succeed, each of the blocks must apply the design standards and intents of the standards described in Sections 1 through 3.

The specific applications of each design standard to each block from A through Q are described in three ways on facing pages for each block:

DESIGN STANDARD DESCRIPTION Text description of each block, including the expected program, open space, vehicle access, view corridors, open space, and many other factors are briefly described.

PARCEL PLAN A parcel plan diagram for each block shows the plan view annotated with several graphic icons that represent various design directions that are generated by the Master Plan. Items such as lobby location options, permitted exposure of parking structures, active street frontages, tower location, open space and other desired features of each block are shown at their points of application.

THREE DIMENSIONAL MODEL A perspective exploded view illustrates the relationships of the layers of the block to each other, and represents a building height and massing that corresponds to the program expected for each block. This view begins with subterranean parking, proceeds upward through street-level retail, town homes and podium parking, and topped in many cases by towers with view corridors and height recommendations. The Sketchup drawings that are the basis of these models are available to the applicant.

A2 – West Clark Avenue Entry

OBJECTIVE:

- *This parcel has the important function of providing the first view of Union Park for people arriving from the south and a backdrop to the Lou Ruvo Alzheimer's Center. The buildings form part of the gateway into the site on West Clark Avenue and they also form an access courtyard between the Ruvo Center and the office buildings on West Clark Avenue. These buildings may have parking below the new buildings. This site may also be built out as a single building with parking above grade but fully screened.*

Target Program

Office	300,000 SF
Parking	800 spaces below grade and levels 3–8

NOTE:
A1 is the adjacent site, accommodating the Lou Ruvo Brain Institute with no parking on the site, this site is to accommodate all of the parking for A1.

The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

A2.1 Pedestrian Circulation

Walkways are required from West Clark Avenue to the Lou Ruvo Center and from the Union Park Promenade to the Center. If the building is built as a single building, a pedestrian entrance shall still be provided through the building to visually connect West Clark Avenue to the Lou Ruvo Alzheimer's' Center.

A2.2 Active Frontages

Active street frontages are required on this site at the intersection of West Clark Avenue and Union Park Promenade and Grand Central Parkway. Commercial uses should front on West Clark Avenue or the walkway leading south from it or Union Park Promenade.

A2.3 Parking Access

Entries to parking may only be located on Grand Central Parkway and the Union Park Promenade. Both of these drives must meet in front of the Lou Ruvo Alzheimer's' Center in a courtyard which will serve all the buildings on this block.

A2.4 Open Space and Amenities

The space around the Lou Ruvo Center is to be kept open for optimum views of the building. An auto access courtyard in the center of the parcel will focus all three buildings on a central plaza area.

A2.5 Tower Locations

Two towers can be located on either side of the north-south walkway, symmetrically framing the entrance to the Lou Ruvo Alzheimer's' Center. A single tower may be located at the Grand Central Parkway corner or Union Park Promenade Corner.

A2.6 Build-To Lines and Setbacks

Setback zones are allowed facing Union Park Promenade and on Grand Central Parkway. An open space is required at the intersection of West Clark Avenue and Union Park Promenade. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

A2.7 View Corridor

A wide view dual access corridor shall be kept open from West Clark Avenue to the Lou Ruvo Alzheimer's Center. In the case of one building, clear views must be maintained through the lobby at ground level.

A2.8 Concealed and Exposed Parking

Parking structures above grade to all center shall not be exposed to any views except along Grand Central Parkway. If above grade, structures shall appear to be office uses.

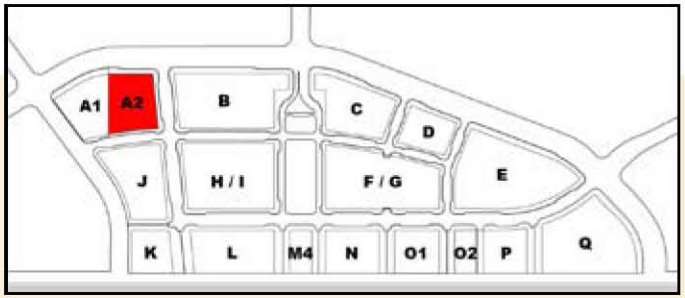
A2.9 Tower Height

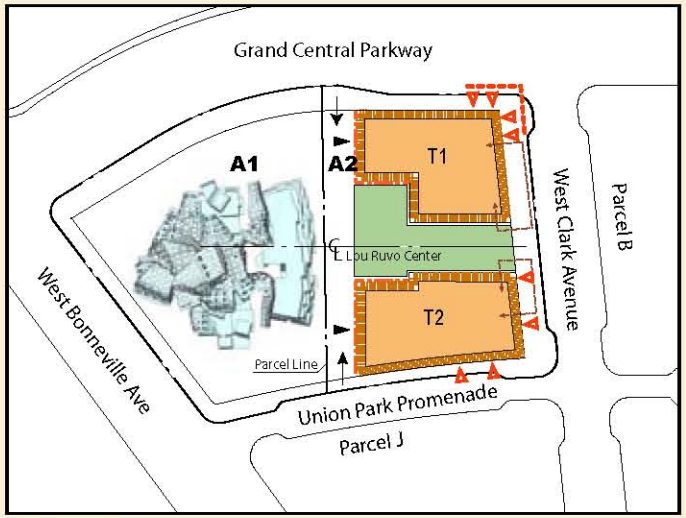
Building heights for two towers should be equal. Buildings are expected to be approximately 13 stories.

NOTE: One tower may be built on the site rather than the pair shown. Final building heights will be subject to review and approval by the Design Review Committee.

A2.10 Courtyard

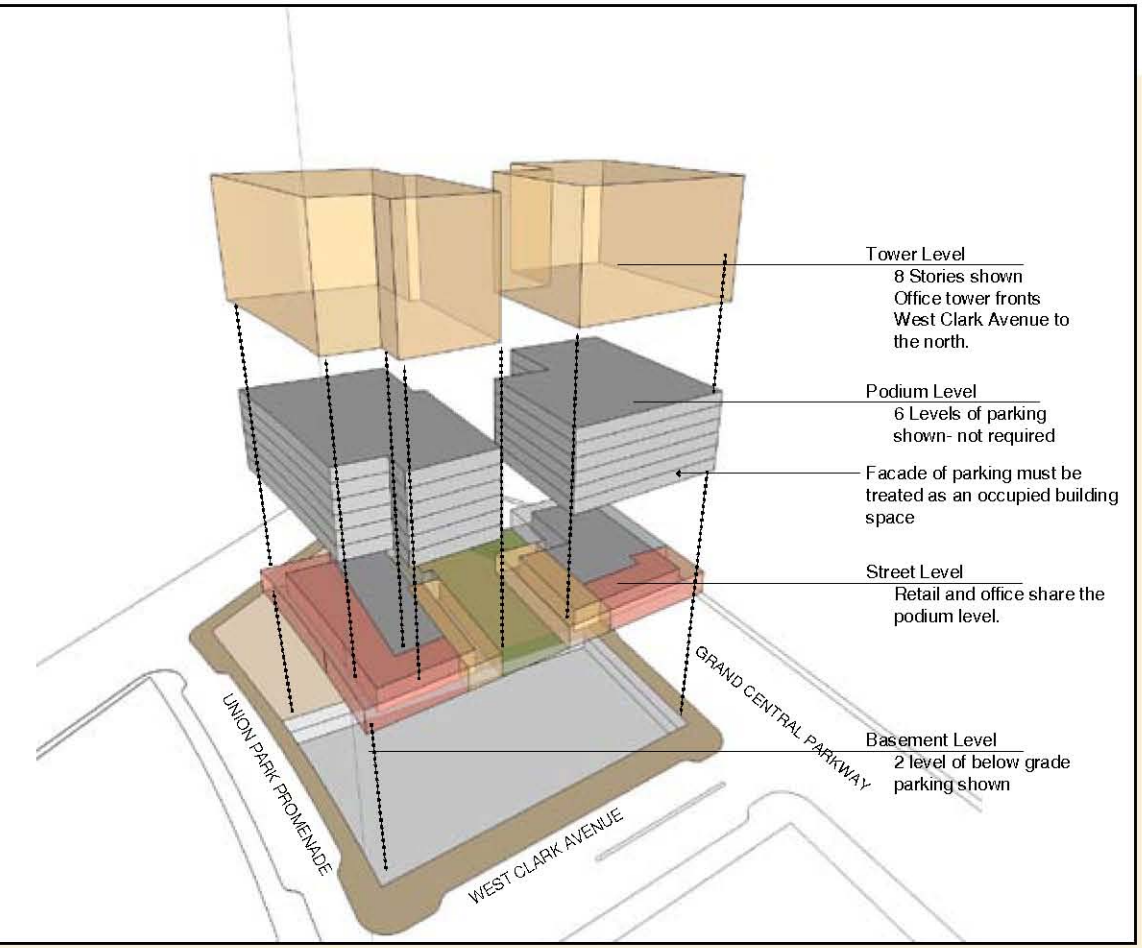
- Through access from Grand Central Parkway to the Promenade shall be limited to emergency vehicles only, controlled by a physical means to be determined.
- The courtyard is to be approximately 100' x 100', and is to be a combined auto drop-off and pedestrian courtyard.
- Parking in the courtyard shall not be permitted except for drop-off.
- Parking and service access shall be as close as practical to Grand Central Parkway and Union Park Promenade.
- Grading in plaza shall be established to eliminate curbs in this area.
- The courtyard shall be landscaped to characterize the space as primarily a pedestrian and drop-off space.
- Limitations on delivery times for the buildings on A1 and A2 should be explored to minimize conflicts between the drives and the courtyard/drop-off.





PARCEL A

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



This block may be developed with one building along West Clark Avenue. If this is the choice, then a pedestrian walkway must still be developed leading to the Lou Ruvo Center, as shown in the site plan diagram.

NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

B – West Clark Avenue/Discovery Avenue

OBJECTIVE:

- *This parcel forms the northern half of the gateway from Grand Central Parkway onto West Clark Avenue, and at its north end, it is also half of the gateway into Symphony Park from Discovery Avenue. It fronts along The Union Park Promenade, and has active retail on its east street front. Its uses are primarily office space and retail. It forms the entry to the Symphony Park Civic Axis along Discovery Avenue.*

Program Shown

Residential	282 units
Office	331,500 SF
Retail	49,670 SF
Parking	2350 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

B.1 Pedestrian Circulation

The major pedestrian movement is along The Union Park Promenade and the Civic Axis adjacent to Symphony Park. No pedestrian walkways are required within the site.

B.2 Active Frontages

Active uses shall be located on the north end of the Grand Central Parkway frontage, extending along the Civic Axis, wrapping around the corner to Union Park Promenade.

B.3 Tower Locations

Two towers shall be located on the block at the north and south ends of the parcel.

B.4 Build-To Lines and Setbacks

Setback zones are allowed facing Grand Central Parkway and along West Clark Avenue. Build-to lines shall be maintained on Discovery Avenue, wrapping around to Grand Central Parkway and Union Park Promenade. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

B.5 Parking Access

Parking access may be brought in from Grand Central Parkway, Union Park Promenade, West Clark Avenue and one point only on Symphony Park to structured parking between the office buildings.

B.6 Concealed and Exposed Parking

Parking shall not be exposed except along portions of Grand Central Parkway. Along other frontages of the parcel, parking shall be wrapped with active uses, office uses or residential units.

B.7 Open Space and Amenities

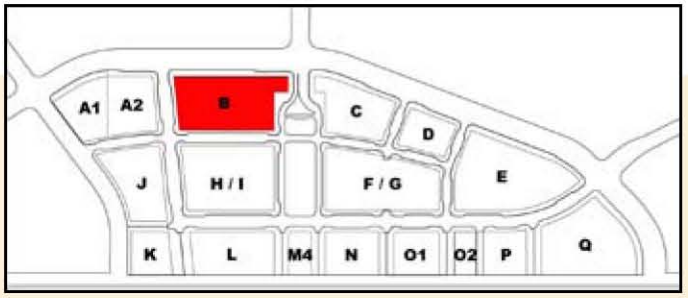
An open space shall be developed in front of the lobby entrance on the north side of T2.

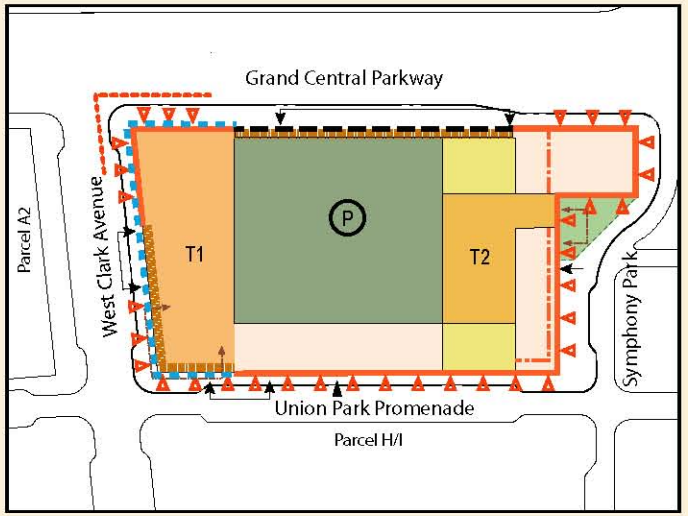
B.8 Base of Towers

The two towers will appear to begin at ground level on the corners of the walkway at West Clark Avenue, and on Union Park Promenade.

B.9 Tower Height

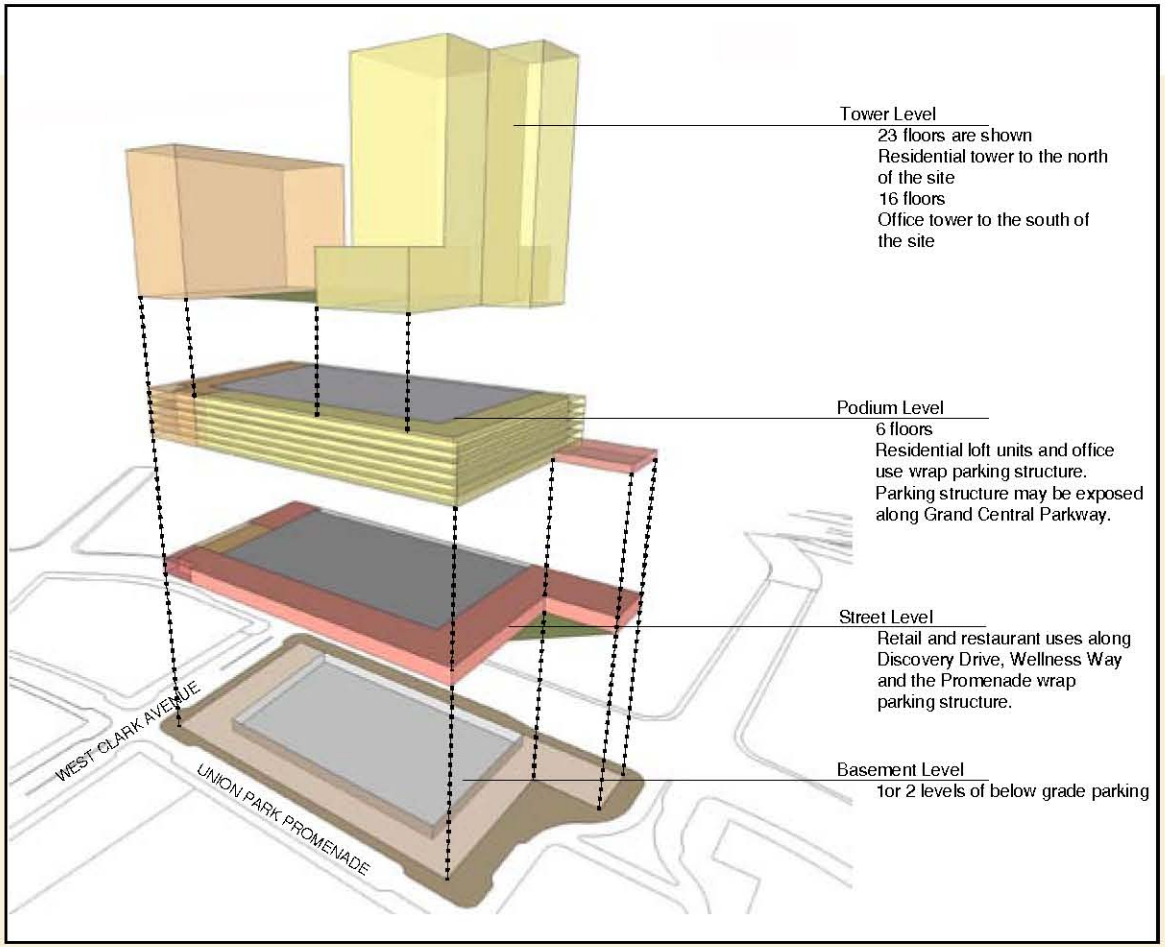
There is no maximum height of towers T1 and T2. The lower tower is to be no more than 150'.





PARCEL B

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

C – West Discovery Avenue North Side Entry

OBJECTIVE:

- *Parcel C is the northern half of the gateway into the site from Grand Central Parkway. The parcel's uses are primarily residential and retail, and it forms a part of the street wall definition of Symphony Park at the entry into the public space.*

Program Shown

Residential	593 units
Retail	27,790 SF
Parking	1082 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

C.1 Pedestrian Circulation

The major pedestrian movement is along The Union Park Promenade and the Civic Axis adjacent to Symphony Park. No pedestrian walkways are required within the site.

C.2 Active Frontages

Active street frontages shall be developed along Discovery Avenue and Union Park Promenade, potentially wrapping around the corner on West Bridger Avenue.

C.3 Tower Locations

Two towers shall be located on the north and south sides of the site. The southern tower (T1) shall be set back an equivalent distance from Discovery Drive as the northern tower (T2) on Parcel B. The northern tower is not required to set back, but may be set back within the setback zone.

C.4 Build-To Lines and Setbacks

Setback zones are allowed facing Union Park Promenade and on Grand Central Parkway. Build-to lines must be maintained on the Discovery Avenue corners of the site. Minor setbacks are allowed on Discovery Avenue, but the majority of the street wall shall be at the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

C.5 Parking Access

Parking access shall only be brought in from Grand Central Parkway, West Bridger Avenue and Discovery Avenue. Parking is in a structure adjacent to and under the office buildings.

C.6 Concealed and Exposed Parking

The parking structure shall not be exposed except on a portion of Grand Central Parkway. On other frontages, parking shall be wrapped with active uses and residential units.

C.7 Open Space and Amenities

An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

C.8 Base of Towers

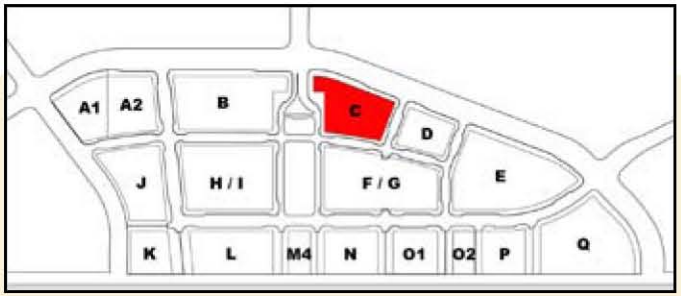
The two towers will have their bases sitting on a podium level behind lower residential units.

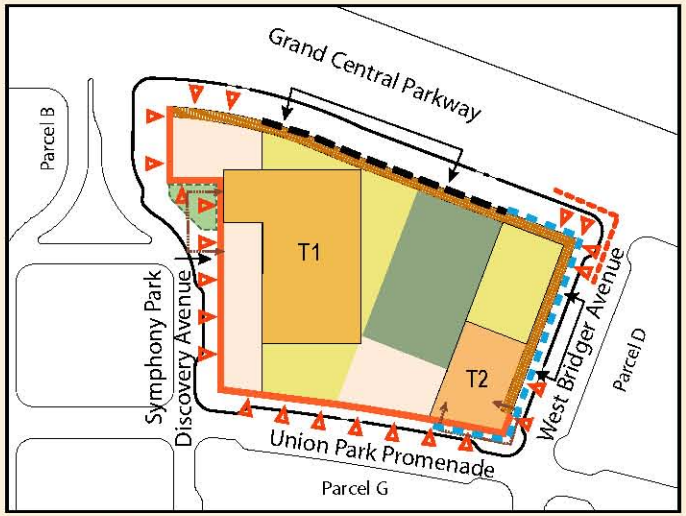
C.9 Axes and Views

The two towers shall be positioned so that sites to the east have views to the west between them, and that the towers have views past each other.

C.10 Tower Height

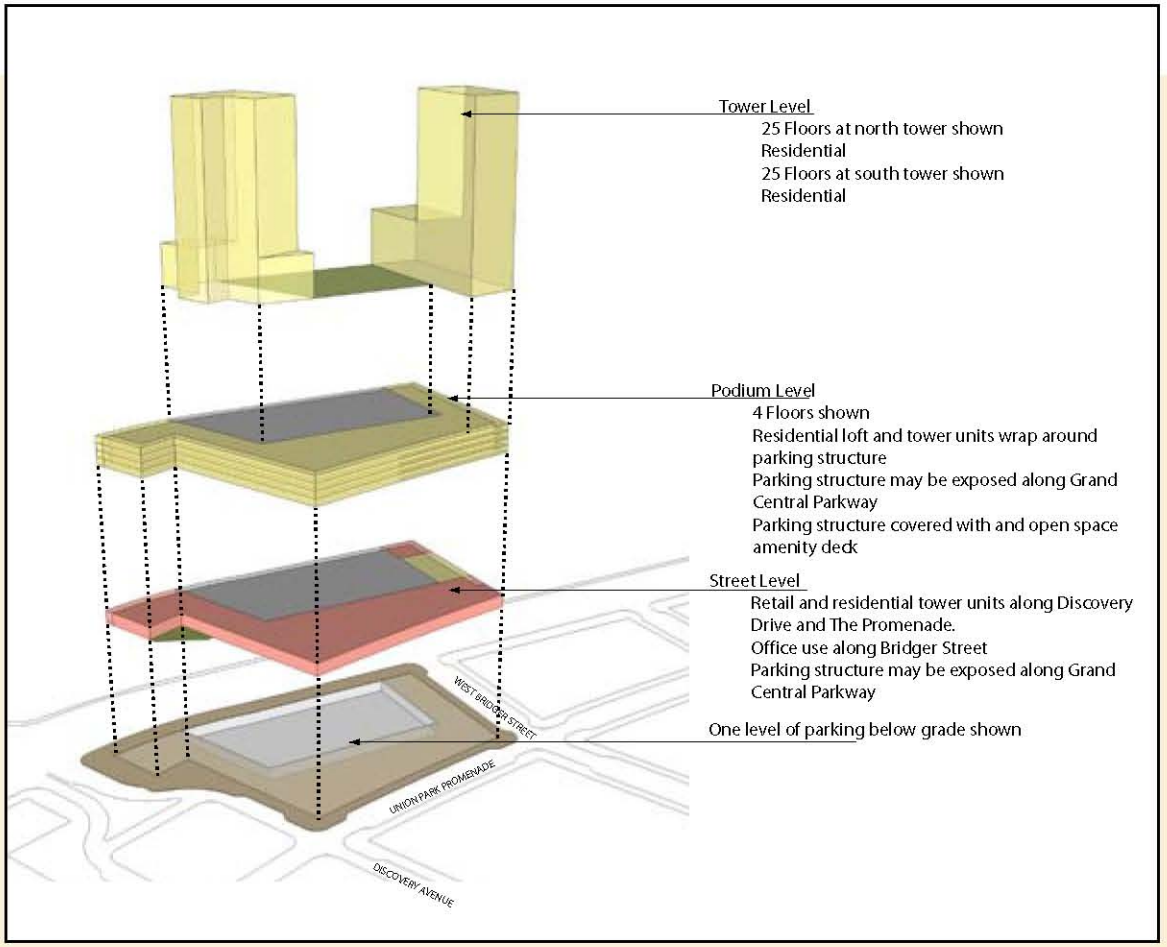
Lower tower height is limited to 150'. There is no maximum tower height for T1 and T2.





PARCEL C

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

D – Grand Central Block (North of C)

OBJECTIVE:

- *This parcel fronts on Grand Central Parkway and The Union Park Promenade, as well as two east-west neighborhood streets. Its primary role is to be a residential parcel as part of the neighborhood, as well as part of Union Park Promenade's street front retail frontage.*

Program Shown

Residential	328 units
Retail	11,960 SF
Parking	791 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

D.1 Pedestrian Circulation

The major pedestrian movement is along Union Park Promenade, with minor movement along Carson and Bridger Avenues. No pedestrian walkways are required on the interior of the parcel.

D.2 Active Frontages

Active street frontages shall be developed along The Union Park Promenade, potentially wrapping around the corners on Bridger and Carson Avenues. Second level retail or restaurant space may be developed on the corners of the site.

D.3 Tower Locations

Two towers shall only be located on the north and south sides of the site. Towers T1 is not required to be set back; it should be brought to the sidewalk level.

D.4 Build-To Lines and Setbacks

A setback zone is allowed facing Union Park Promenade, along Grand Central Parkway and wrapping around to Carson and Bridger Avenues. The majority of the length of the street walls shall be built to the back of sidewalk along Union Park Promenade. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

D.5 Parking Access

Parking access shall only be brought in from Grand Central Parkway and Carson Avenue. Parking shall be in a podium. Service access shall be brought in from no more than 2 different locations.

D.6 Concealed and Exposed Parking

The parking structure shall only be exposed on a portion of Grand Central Parkway, wrapping around to Carson Avenue. On the remaining frontages, parking shall be wrapped with active uses and residential units. Parking shall not be exposed directly under a tower.

D.7 Open Space and Amenities

An open space amenity deck should be developed on the roof of the parking structure.

D.8 Base of Towers

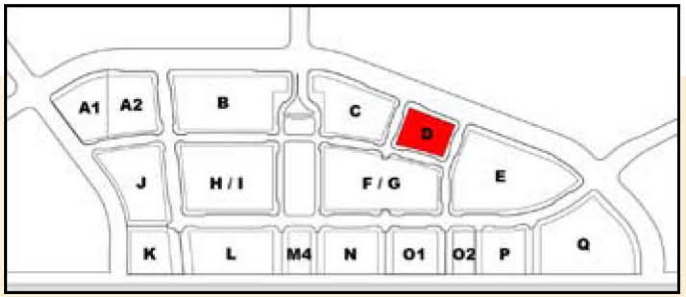
The tower will have its base beginning at the ground level on the West Carson Avenue frontage.

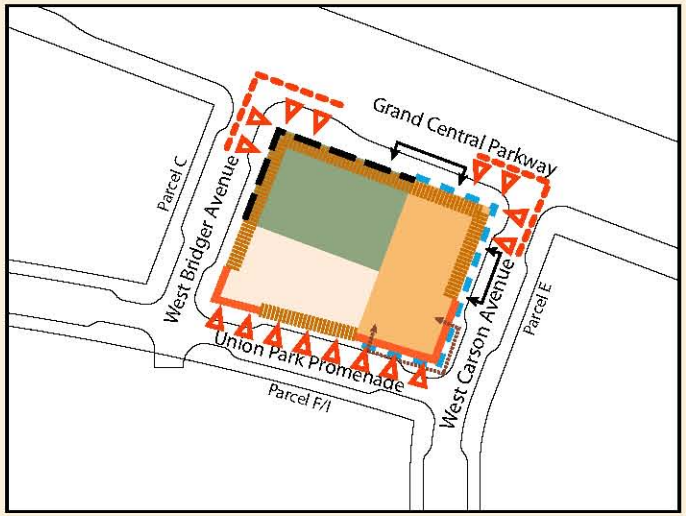
D.9 Axes and Views

The tower shall be positioned so that sites to the east have views to the west.

D.10 Tower Height

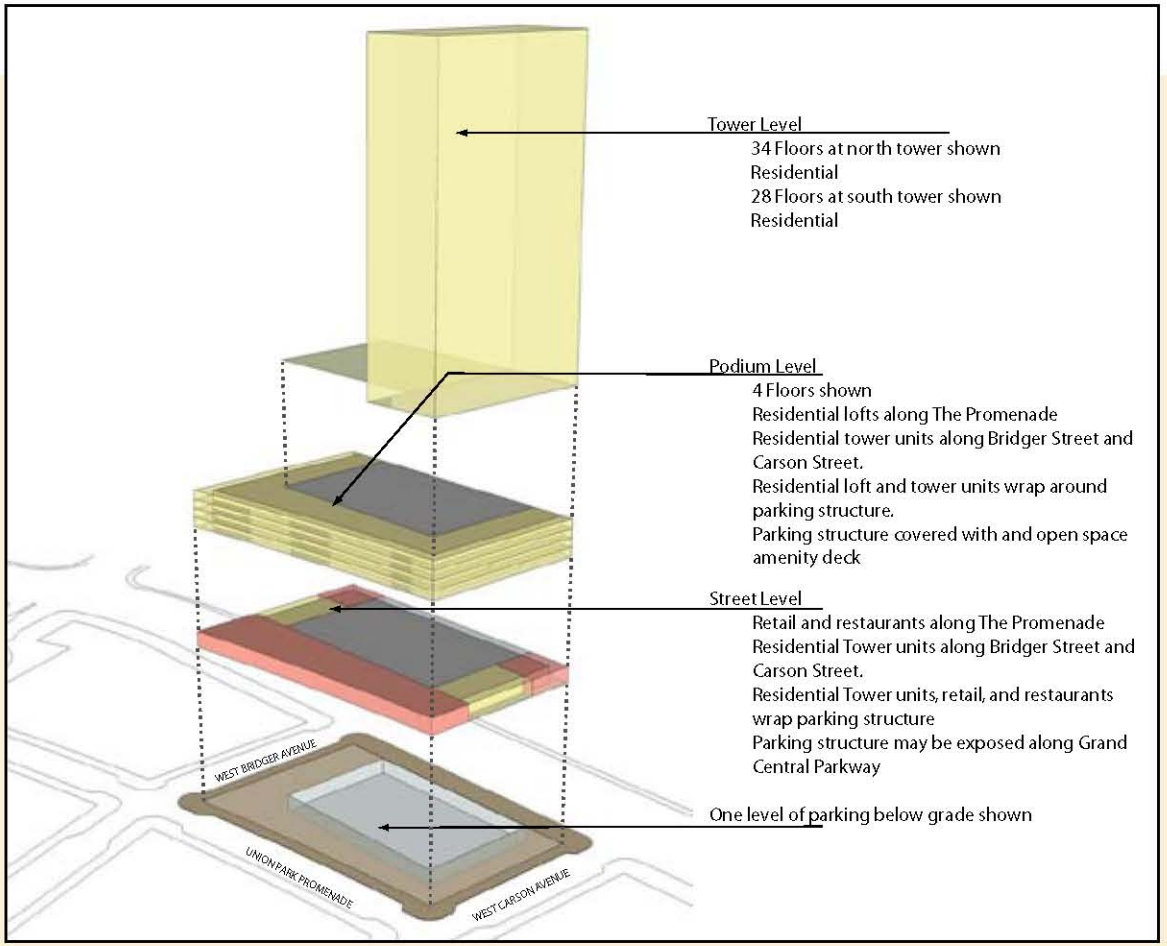
There is no maximum height for Tower T1.





PARCEL D

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

E - City Parkway

OBJECTIVE:

- *This parcel is a key Gateway parcel, part of the introduction to Union Park from City Parkway, across Grand Central Avenue. An iconic high rise office tower is expected on this parcel, with lower, perhaps multi-level retail and an internal parking structure podium wrapped by retail space facing onto a mid-block pedestrian promenade.*
- *The Union Park Promenade as a pedestrian and visual access and connection to Parcel Q and to Union Park Promenade continued to the south is a key linkage from Fremont Street and the Gateway entertainment uses to other parts of Union Park.*

Program Shown

Office	500,000 SF
Retail	152,192 SF
Parking	2000 spacesv

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

E.1 Pedestrian Circulation

The major pedestrian movement is along the extension of Union Park Promenade, which will be an open mid-block plaza element through the parcel to City Parkway. There will be some pedestrian activity along City Parkway.

E.2 Union Park Promenade Through the Block

The Union Park Promenade through the block should be open air but if covered shall be open to the pedestrian traffic at each end, shall be light, airy and street like. The Union Park Promenade through the block may be designed slightly differently then the rest of the Union Park Promenade but maintain basic tree planting and material character.

E.3 Active Frontages

Active street frontages should be developed along Union Park Promenade, potentially wrapping around the corner on Carson Avenue. Second level retail or restaurant space may be developed on the corners of the site.

E.4 Tower Location

An office tower may be located on the north end of the site. It should relate directly to the open space on the other side of City Parkway on Parcel Q. The tower should rise directly from the sidewalk level.

E.5 Build-To Lines and Setbacks

The faces of buildings should extend the visual line of the faces of buildings along Union Park Promenade. Setback zones are allowed facing Union Park Promenade and on Grand Central Parkway. The majority of the length of the street walls shall be built to the back of sidewalk. Union Park Promenade presents a special opportunity to create retail and restaurant exposure to this street-width plaza. The low retail/restaurant pavilion across Union Park Promenade should optimize use of the east side of Union Park Promenade open space. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

E.6 Parking Access

Parking access will be from Grand Central Parkway and Carson Avenue. Parking will be in a podium south of the office building.

E.7 Concealed and Exposed Parking

The parking structure shall not be exposed except to Grand Central Parkway and to Carson Avenue. On other frontages the parking structure shall be wrapped with active uses.

E.8 Open Space and Amenities

An open space amenity deck or other shading and screening devises should be developed on a portion of the roof of the parking structure.

E.9 Base of Tower

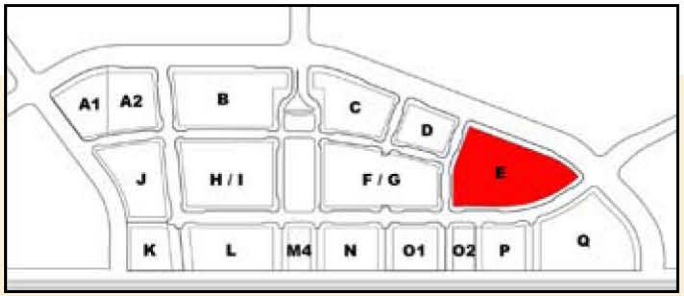
The tower will have its base beginning at the ground level on City Parkway at Grand Central Parkway.

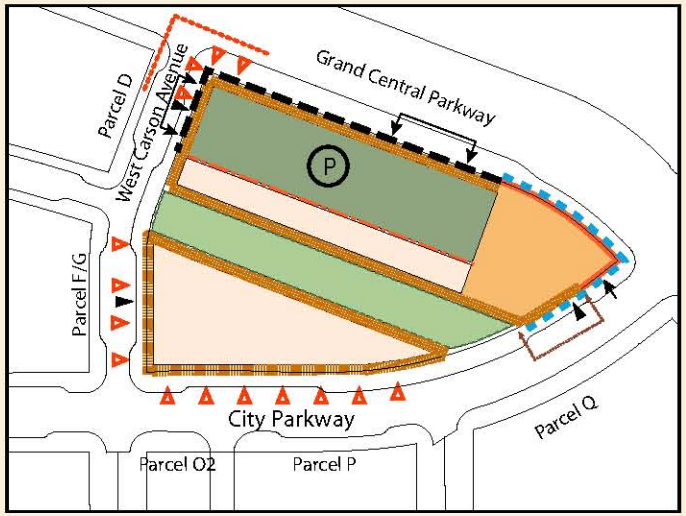
E.10 Axes and Views

The view through the site along Union Park Promenade shall not be obstructed. The tower shall be a compact form so as to minimize the obstructions to views from the site and to other buildings on the site.

E.11 Tower Height

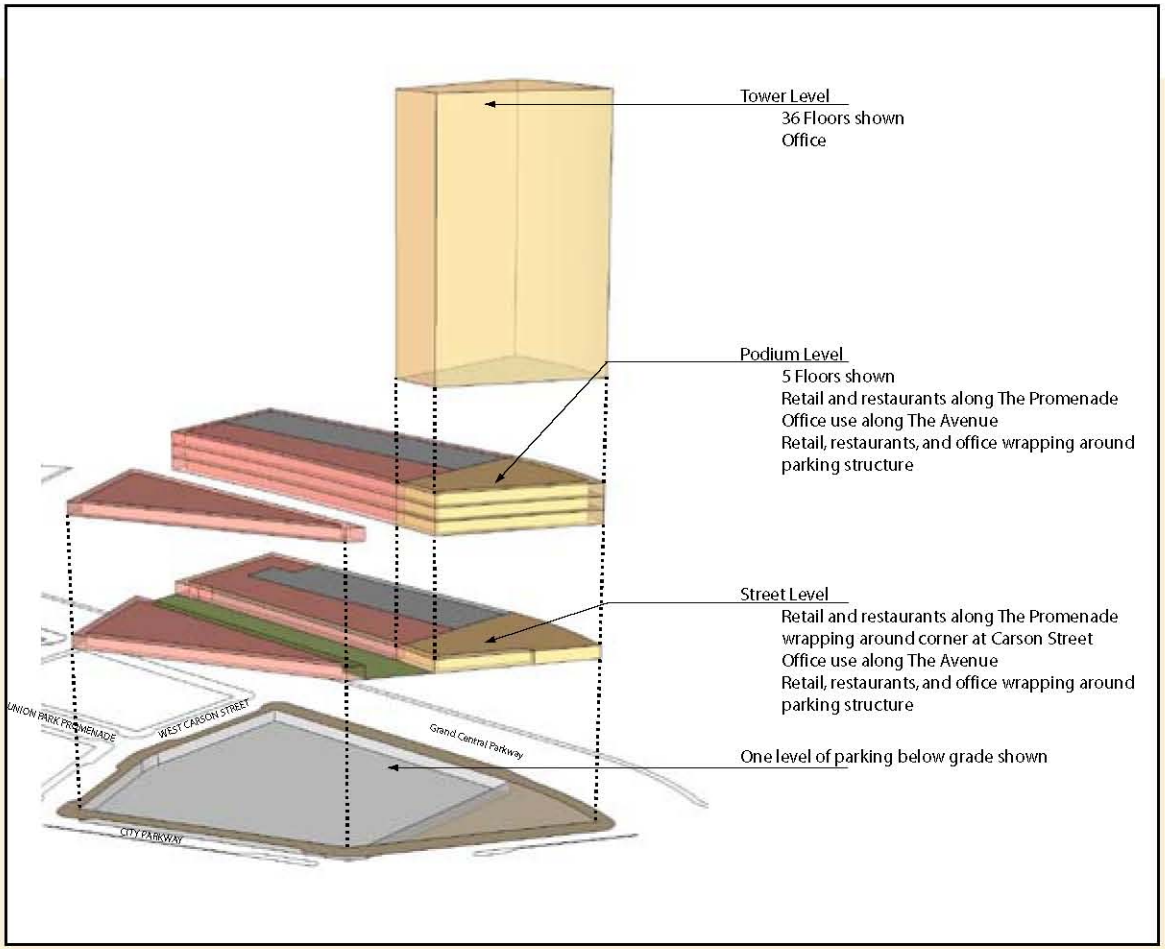
There is no maximum height for the Tower T1.





PARCEL E

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

F/G - Middle Neighborhood Block

OBJECTIVE:

- *This parcel is an internal residential neighborhood parcel with active retail edges along City Parkway and The Union Park Promenade. The unit types in this parcel are town house types combined with a residential tower, in contrast to the higher residential towers along Grand Central Parkway and City Parkway.*

Program Shown

Residential	280 units
Retail	41,470 SF
Hotel	250 rooms
Parking	898 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

F/G.1 Pedestrian Circulation

The major pedestrian movement is along Union Park Promenade and City Parkway. A walkway across the Union Commons park in the interior of the parcel shall connect Union Park Promenade and City Parkway. This walkway shall have enough width and open configuration to allow and encourage unimpeded pedestrian movement across the block between Union Park Promenade and City Parkway. Other pedestrian walkways to the interior of the block may be created from the surrounding streets.

F/G.2 Active Frontages

Active street frontages shall be developed along Union Park Promenade and City Parkway. Second level retail or restaurant space may be developed on the corners of the site. Retail frontage shall be developed along City Parkway.

F/G.3 Tower Locations

Residential towers shall be located on the north end and south ends of the site. The towers shall establish their bases at the podium level. They are not required to be set back.

F/G.4 Build-To Lines and Setbacks

Buildings shall be built on the build-to line along Union Park Promenade to maintain a strong definition of this street space. Buildings may be setback within the setback zone along City Parkway. The majority of the length of the street walls shall be built to the back of sidewalk along this street. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

F/G.5 Parking Access

Parking access shall only be brought in from City Parkway in the vicinity of West Bridger Avenue. Parking is underground on this parcel.

F/G.6 Exposed Parking

Parking structures shall not be exposed on this parcel.

F/G.7 Open Space and Amenities

Ground level open space shall be developed as a private park, identified as Union Commons. This park is for the use of the surrounding neighborhood and visitors, as well as residents of Block F/G. The park may be gated for resident use even though it will be a public visual amenity. Design and final size should be a function of the final architectural design of adjacent buildings.

F/G.8 Bases of Towers

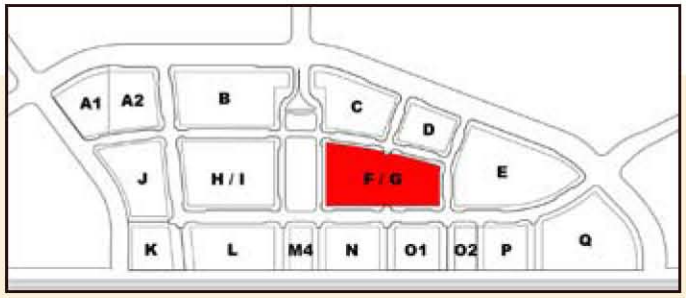
The north tower shall have its base beginning at the podium level on the Carson Avenue frontage. The south tower (T1) shall begin on a podium in a position fronting Symphony Park.

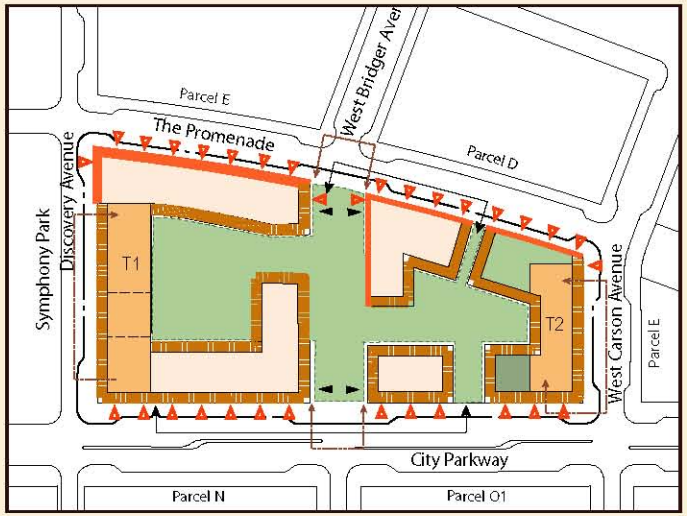
F/G.9 Axes and Views

A view and access across the parcel between Union Park Promenade and City Parkway shall be kept open to visual and walking access.

F/G.10 Tower Height

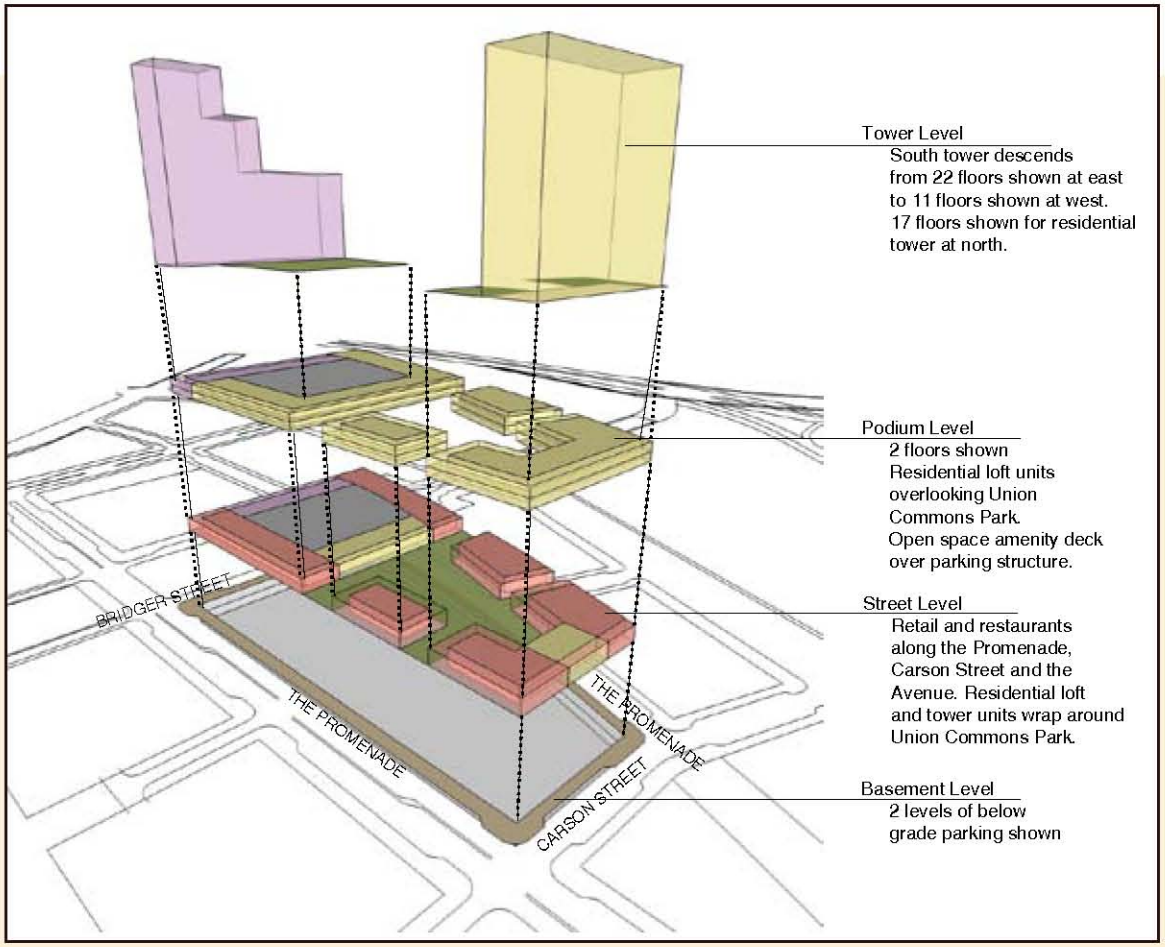
There is no maximum height for T1 or T2.





PARCEL F/G

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL / ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



Tower Level
South tower descends from 22 floors shown at east to 11 floors shown at west. 17 floors shown for residential tower at north.

Podium Level
2 floors shown
Residential loft units overlooking Union Commons Park.
Open space amenity deck over parking structure.

Street Level
Retail and restaurants along the Promenade, Carson Street and the Avenue. Residential loft and tower units wrap around Union Commons Park.

Basement Level
2 levels of below grade parking shown

NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

H/I – Performing Arts Center

OBJECTIVE:

- *This is the Performing Arts Center parcel, facing onto Symphony Park and the Civic Axis. The west side of the parcel will have retail and restaurant uses facing onto Union Park Promenade. The back of the parcel shall contain service and office space.*

Program Shown

Performing Arts Center	586,000
Office	13,000 SF

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

H/I.1 Pedestrian Circulation

The major pedestrian movement and the building's main access shall be from the Symphony Park (north) side of the site. No other pedestrian circulation is required internal to this site, except in the building.

H/I.2 Active Frontages

Union Park Promenade side of the site shall have active retail or restaurant uses facing Union Park Promenade.

H/I.3 Build-To Lines and Setbacks

A build-to line shall be established along Symphony Park (front entrance) side of the site to maintain a strong definition of this street space. Setback zones are allowed on City Parkway and on Union Park Promenade. The majority of the length of the street walls shall be built to the back of the sidewalk along this street. The building may extend beyond the back-of-sidewalk line (over the sidewalk) at upper levels, but not at the sidewalk level. The sidewalk level on Discovery Avenue is to be kept open as a pre- and-post-function outdoor circulation space. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

H/I.4 Parking and Delivery Access

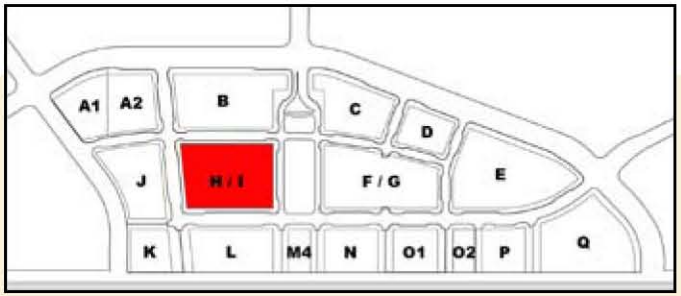
Parking access to the West Clark Avenue side of Parcel H/I is shall be brought in from Union Park Promenade and/or City Parkway. Delivery access for the Performing Arts Center is to be brought in from Union Park Promenade and City Parkway. Truck docks are to be placed along this access between the two streets, sufficient for heavy truck access.

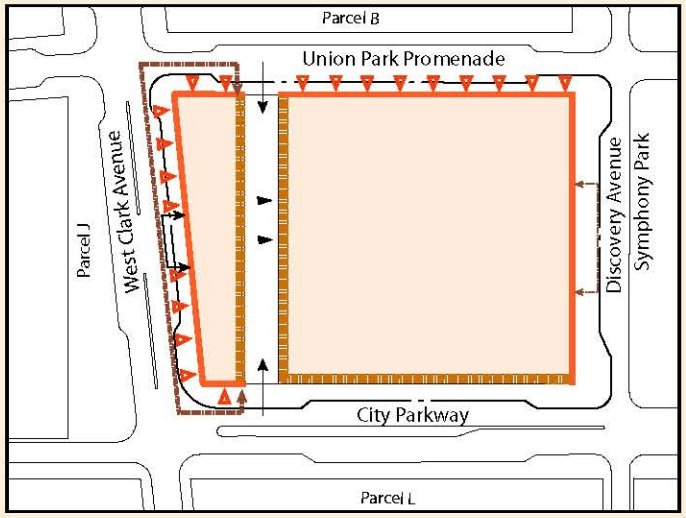
H/I.5 Open Space and Amenities

The open space of the site shall be focused on the sidewalk in front of the main entrance to the Performing Arts Center, facing Symphony Park.

H/I.6 Axes and Views

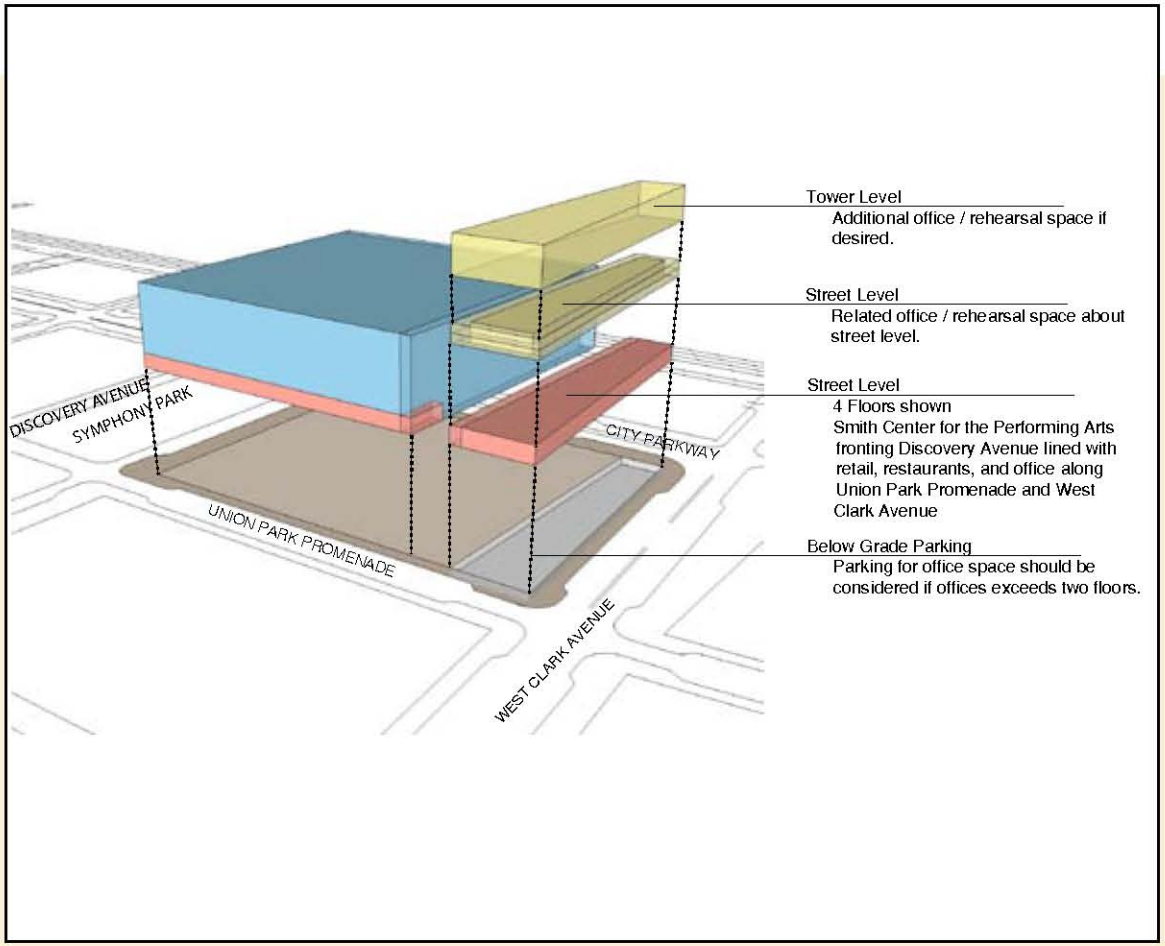
The view of the front of the Performing Arts Center from the Civic Axis should be maximized.





PARCEL H/I

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

J – West Clark Avenue South Side

OBJECTIVE:

- *This is a hotel and office site fronting on West Clark Avenue, just east of the Lou Ruvo Alzheimer's' Center. It also has a frontage on the section of Union Park Promenade which is not required to be an active frontage.*

Program Shown

Office	166,000 SF
Hotel	500 rooms
Parking	1185 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

J.1 Pedestrian Circulation
The major pedestrian movement is along West Clark Avenue. No pedestrian walkways are required on the interior of the parcel.

J.2 Active Frontages
There shall be active frontages along West Bridger Avenue, wrapping around the corner on Union Park Promenade. Second level retail or restaurant space may be developed on the corners of the site.

J.3 Tower Locations
Two towers shall be located on the block—on the east and west sides of the site. The west (hotel) tower from its hotel base and the east (office) towers shall establish their bases at the podium level.

J.4 Build-To Lines and Setbacks
Setback zones are allowed facing Union Park Promenade and West Clark Avenue. The majority of the length of the street walls shall be built to the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

J.5 Parking Access
Parking access shall only be brought in from Union Park Promenade, at the mid-parcel from West Clark Avenue and from an extension of City Parkway on the east side of the block. Parking shall be in a podium under the east tower and east of the hotel tower.

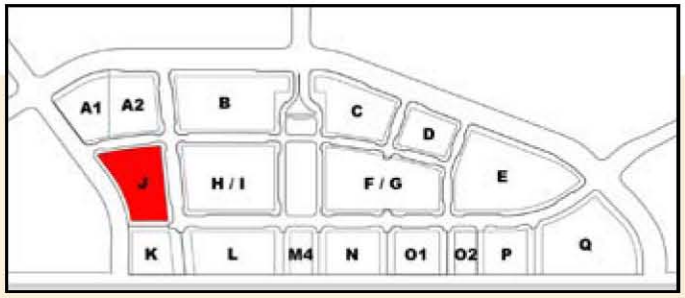
J.6 Concealed and Exposed Parking
The parking structure shall only be exposed on a portion of Bonneville Street east of the hotel tower. On other frontages, the parking shall be wrapped with hotel uses and active uses.

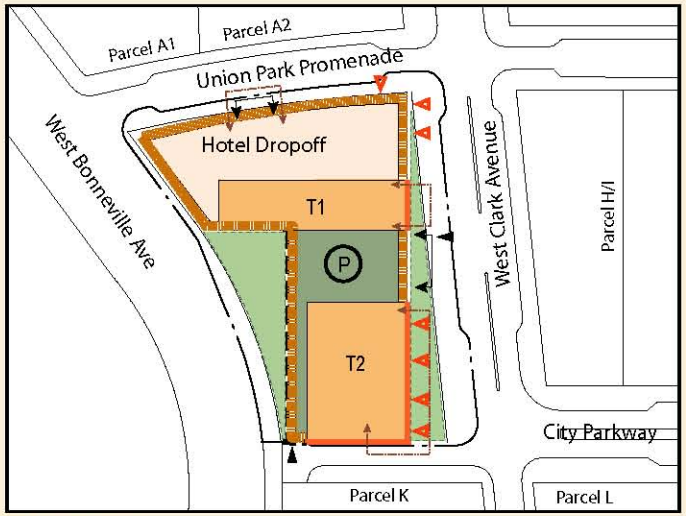
J.7 Open Space and Amenities
The building setback on West Clark Avenue shall create a linear open space which widens as it approaches Parcel K at City Parkway. This shall be a landscaped sidewalk/plaza for the hotel and the office tower and act as the central amenity space for this medical/office district. (See Streetscape Section) An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

J.8 Base of Towers
The east (office) tower shall have its base beginning at the podium level on West Clark Avenue. The west (hotel) tower shall have a base beginning at the podium level.

J.9 Axes and Views
The two towers shall be positioned so that sites to the north have views to the south between them, and so that the towers have views past each other.

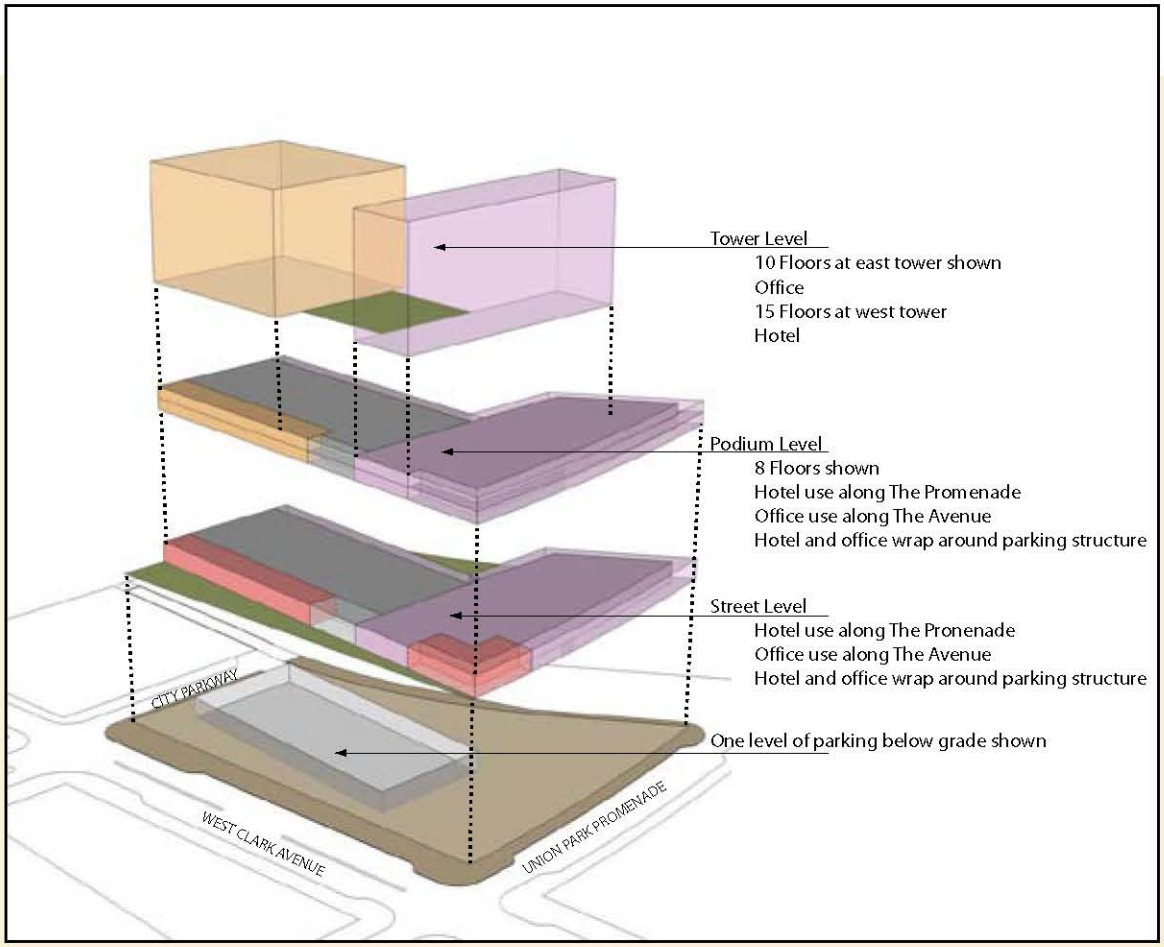
J.10 Tower Height
There are no maximum heights for Tower T1 or T2.





PARCEL J

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

K - Southeast Corner Block

OBJECTIVE:

- *This parcel is at the SE corner of West Clark Avenue and City Parkway, and plays a role in terminating the axes of both of these streets. It is primarily an office parcel. Passing immediately in front of this parcel is the access to the pedestrian bridge across Bonneville Street to the Clark County Government Center.*

Program Shown

Office	175,940SF
Parking	1080 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

K.1 Pedestrian Circulation

The major pedestrian movement is along the extension of City Parkway, which will be an open plaza element through the parcel, continuing on to a possible pedestrian bridge to the Clark County Government Center. Other pedestrian activity shall be focused at the northwest corner of the site.

K.2 Active Frontages

No active frontages are required on this site. Any active uses on this parcel should be at the northwest corner of the site, relating to City Parkway.

K.3 Tower Location

An office tower should be located on the west side of the site. It should rise directly from the parking podium.

K.4 Build-To Lines and Setbacks

The majority of the length of the street wall along City Parkway should be built to the back of sidewalk to frame the views down City Parkway. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

K.5 Parking Access

Parking access will be from an extension of City Parkway, at the south end of the site or from the extension of West Clark Avenue. Parking will be in a podium east of the office building.

K.6 Concealed and Exposed Parking

The parking structure may be exposed to Bonneville Street, the railroad r.o.w. and a portion of the north edge of the site. Elsewhere, the parking structure shall be wrapped with office or other active uses.

K.7 Open Space and Amenities

A sidewalk-level landscaped plaza should be developed on the northwest corner of the site at sidewalk level. An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

K.8 Base of Tower

The tower will have its base beginning at the ground level on City Parkway.

K.9 Axes and Views

A view of the tower from the south side of West Clark Avenue will be framed by other development along West Clark Avenue, including a setback of the street wall on Parcel J. The tower design should respond to this view at the end of the street.

K.10 Tower Height

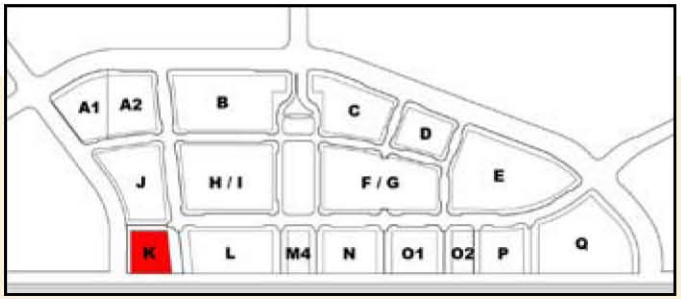
There is no maximum height for T1.

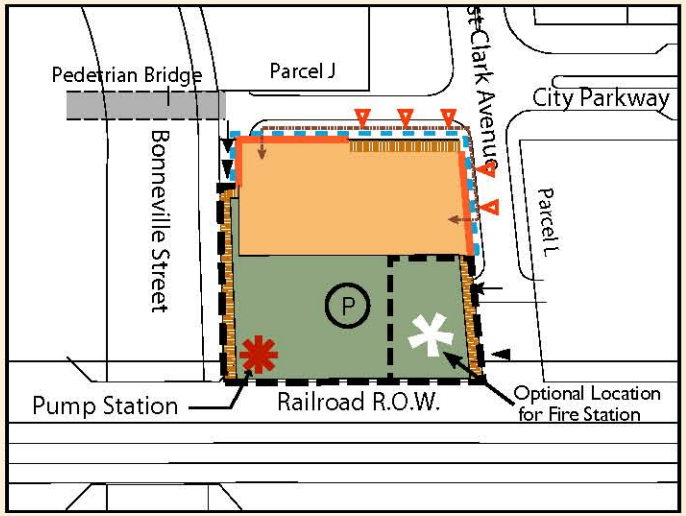
K.11 Pumping Station and Service Access

A pumping station and service access shall be provided on the southeast corner of the parcel.

K.12 Railroad Edge

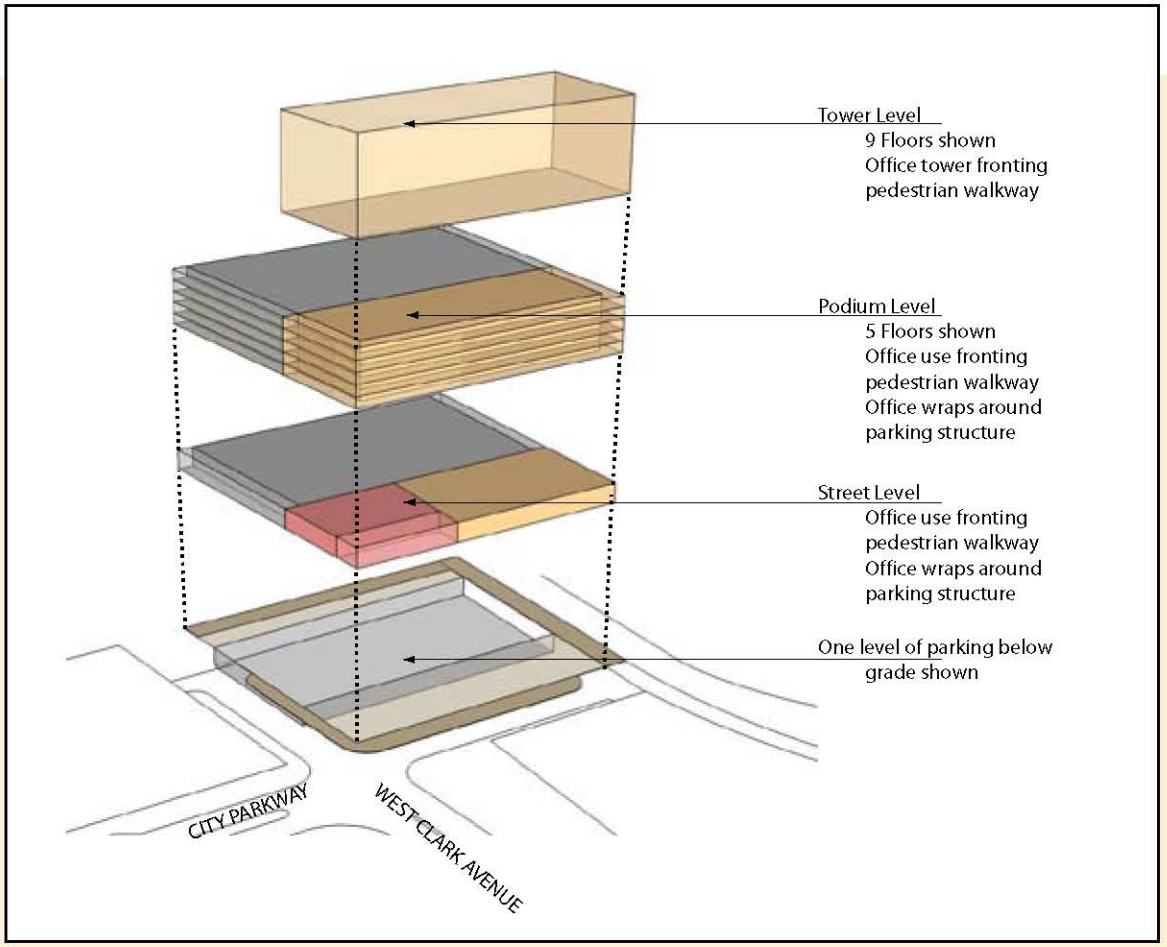
See civil engineering drawings for railroad edge treatment.





PARCEL K

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

L – South Site Civic Access

OBJECTIVE:

- *This is primarily a residential parcel facing City Parkway on the west, the railroad r.o.w. on the east, and the park transition over the rail tracks on the north (Parcel M). Retail and restaurant uses face onto City Parkway at sidewalk level.*

Program Shown

Residential	479 units
Retail	20,863 SF
Parking	1624 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

L.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. No pedestrian walkways are required on the interior of the parcel.

L.2 Active Frontages

Active street frontages should be developed along City Parkway, potentially wrapping around the corner on West Clark and Discovery Avenues. Second level retail or restaurant space may be developed on the corners of the site.

L.3 Tower Locations

Two towers can be located on the north and south portions of the site. The southern and northern towers shall establish their bases at the sidewalk level. The towers are not required to be setback, but may be set back within the setback zone.

L.4 Build-To Lines and Setbacks

Setback zones are allowed facing Union Park Promenade and Wellness Way and Discovery Drive. The majority of the length of the street walls should be built to the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

L.5 Parking Access

Parking access can be brought in from West Clark Avenue and Discovery Avenue. Parking shall be in a podium under and between the office buildings.

L.6 Concealed and Exposed Parking

The parking structure may be exposed on a portion of railroad R.O.W. On the City Parkway frontage, parking shall be wrapped with active uses and residential units.

L.7 Open Space and Amenities

An open space amenity deck shall be developed on the roof of the parking structure.

L.8 Base of Towers

The northern and southern towers will have their bases beginning at ground level.

L.9 Axes and Views

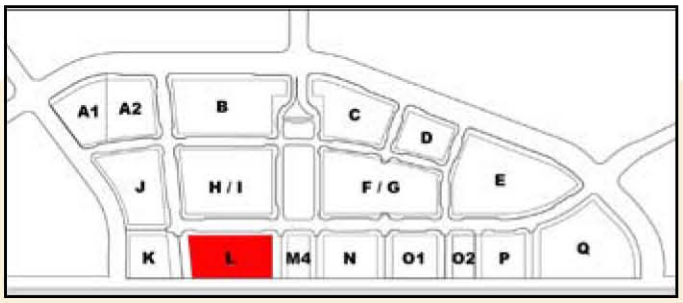
The two towers shall be positioned so that sites to the east have views to the west between them, and so that the towers have views past each other.

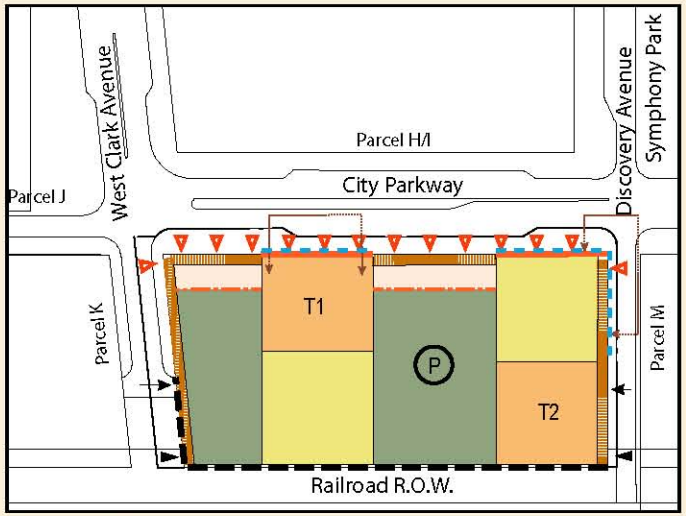
L.10 Tower Heights

There is no maximum height for towers T1 and T2. There is a 150' maximum height for the lower towers.

L.11 Railroad Edge

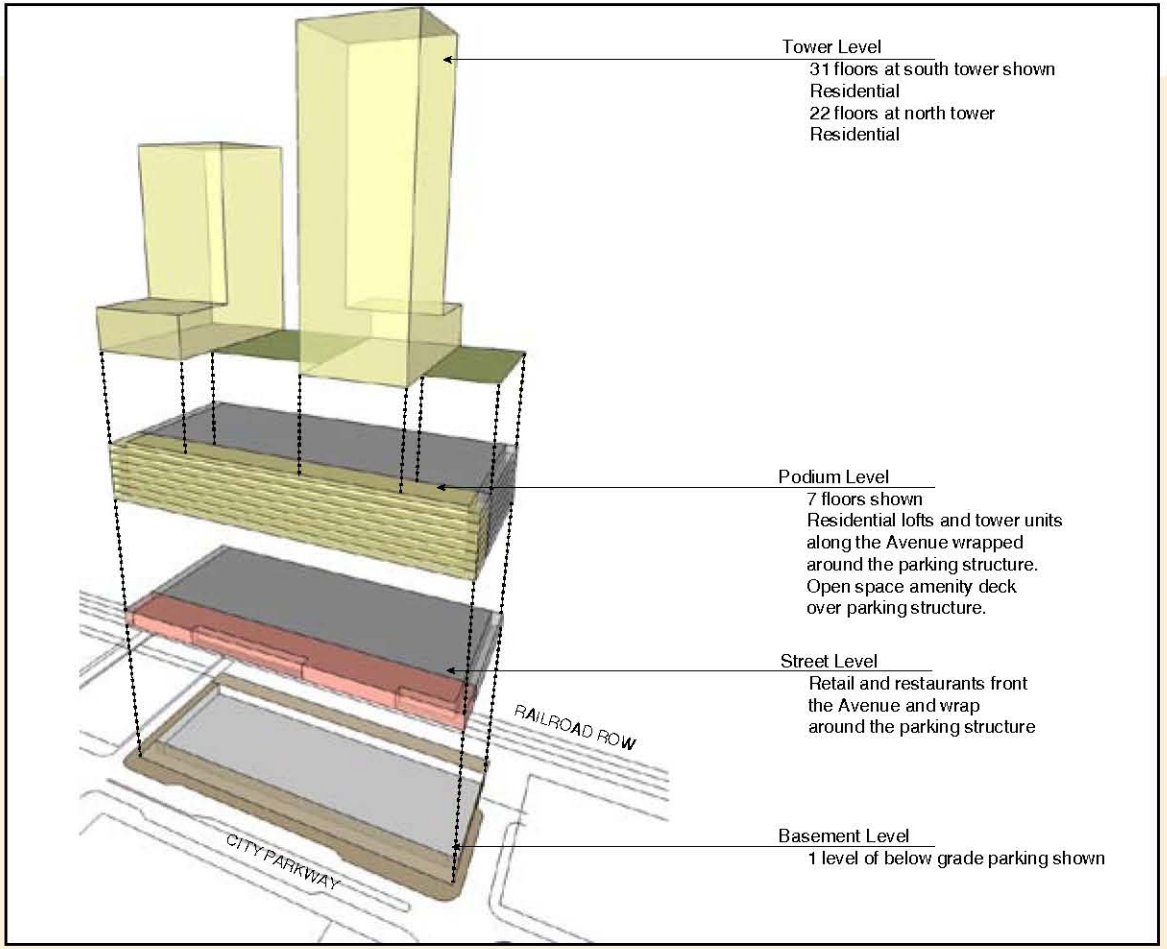
See civil engineering drawings for railroad edge treatment.





PARCEL L

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

M4 – Civic Access Block

OBJECTIVE:

- *This parcel has no active uses at this time. It is a pedestrian open space, linear park and transitional space up to the railroad tracks between the Performing Arts Center and proposed City Hall. The park space is built over structured parking with entrances from City Parkway and Discovery Avenue. The parcel is one of four M parcels, which, taken together make up the entire Symphony Park Civic Axis open space through the middle of the site. This is a possible site for a modest public use consistent with the site size and civic nature.*

Program Shown

Parking 300 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

M.1 Pedestrian Circulation

The major pedestrian movements shall be along City Parkway, and up from City Avenue across the railroad r.o.w. to the proposed City Hall site. Pedestrian movement up to and across the tracks will be facilitated by steps, and potentially escalators or elevators as required by ADA regulations.

M.2 Parking Access

Parking access shall be from City Parkway along each side of the parcel, into the parking structure which will be under the linear park bridge connection on the west side of the railroad r.o.w.

M.3 Concealed and Exposed Parking

The parking structure shall only be exposed to the railroad r.o.w. On other frontages, the parking shall be wrapped with open space, stairs, walkways and landscape areas.

M.4 Open Space and Amenities

The parcel is the extension of the civic axis that connects Discovery Drive and Symphony Park through City Hall to the Federal Courts on Lewis Street.

M.5 Axes and Views

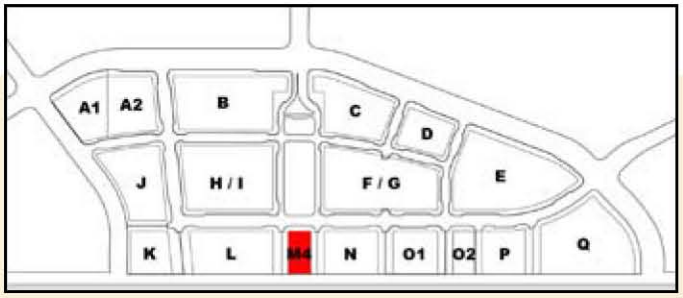
The view along the civic axis will be facilitated by a gradual step up in the open space levels so that views up and down along the crossing are unobstructed. An example is the view of the proposed City Hall across the tracks from Union Park.

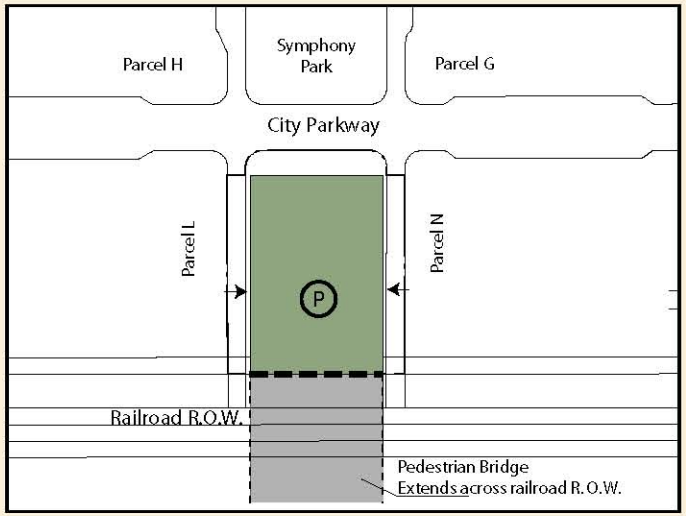
M.6 Standards for Future Uses

At such time as future uses may be contemplated for this site, setbacks, heights, aces and views, circulation and pedestrian circulation will be established for this site.

M.7 Railroad Edge

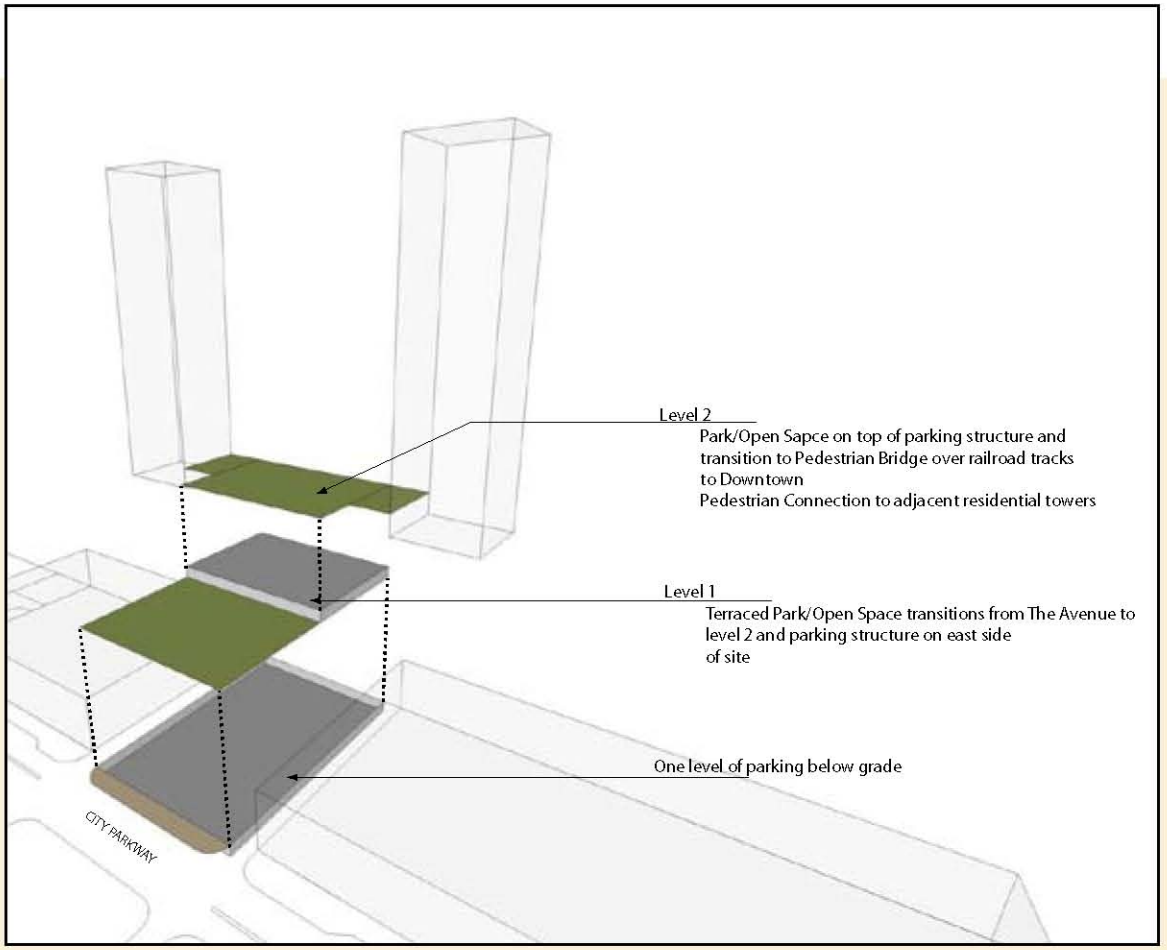
See civil engineering drawings for railroad edge treatment.





PARCEL M4

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

N - North Side Civic Access

OBJECTIVE:

- *A residential parcel similar to Parcel L, on the north side of the Parcel M adjacent to the tracks.*

Program Shown

Residential	578 units
Retail	12,482 SF
Parking	966 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

N.1 Pedestrian Circulation

The major pedestrian movements are along City Parkway and across Parcel M. No pedestrian walkways are required in Parcel N.

N.2 Active Frontages

An active street frontage shall be developed along City Parkway, wrapping around the corners into the parking access streets on either side of the parcel.

N.3 Tower Locations

Two towers can be located on the north and south sides of the site. The southern and northern towers are not required to set back, but shall establish their bases at the podium level.

N.4 Build-To Lines and Setbacks

Setback zones are allowed facing City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

N.5 Parking Access

Parking access will be from the parking access streets to the north and south of the parcel. Parking shall be in a podium adjacent to the railway tracks.

N.6 Concealed and Exposed Parking

The parking structure may be exposed to the railway tracks. On other frontages, the parking shall be wrapped with active uses and residential units.

N.7 Open Space and Amenities

An open space amenity deck shall be developed on the roof of the parking structure.

N.8 Base of Towers

The south tower shall have its base beginning at the podium on City Parkway and the parking access street frontages. The north tower shall have its base beginnings at street level.

N.9 Axes and Views

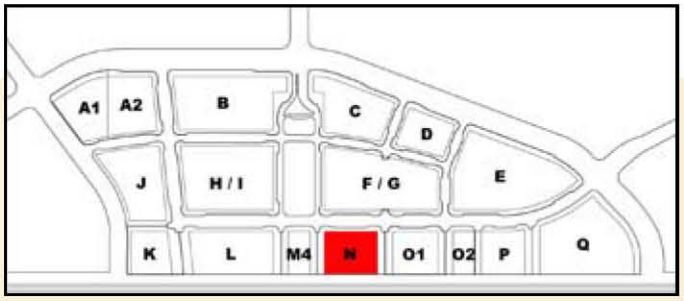
The two towers shall be positioned so that views are maintained across the site between them, and so that the towers have views past each other.

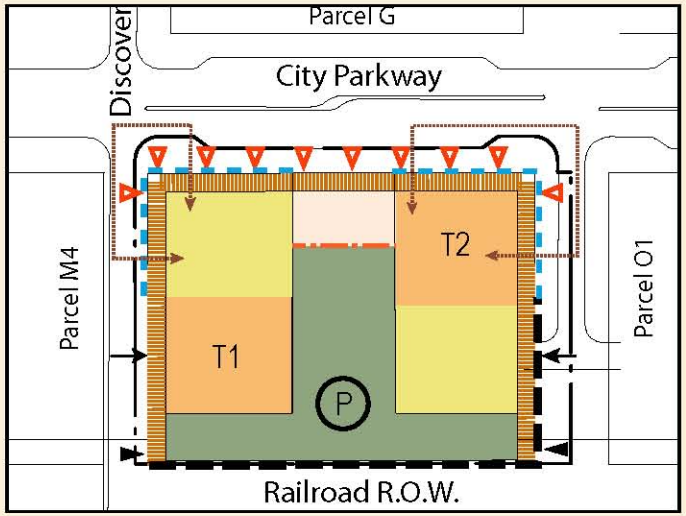
N.10 Tower Heights

There is no maximum height for towers T1 and T2. There is a 150' maximum height for the lower towers.

N.11 Railroad Edge

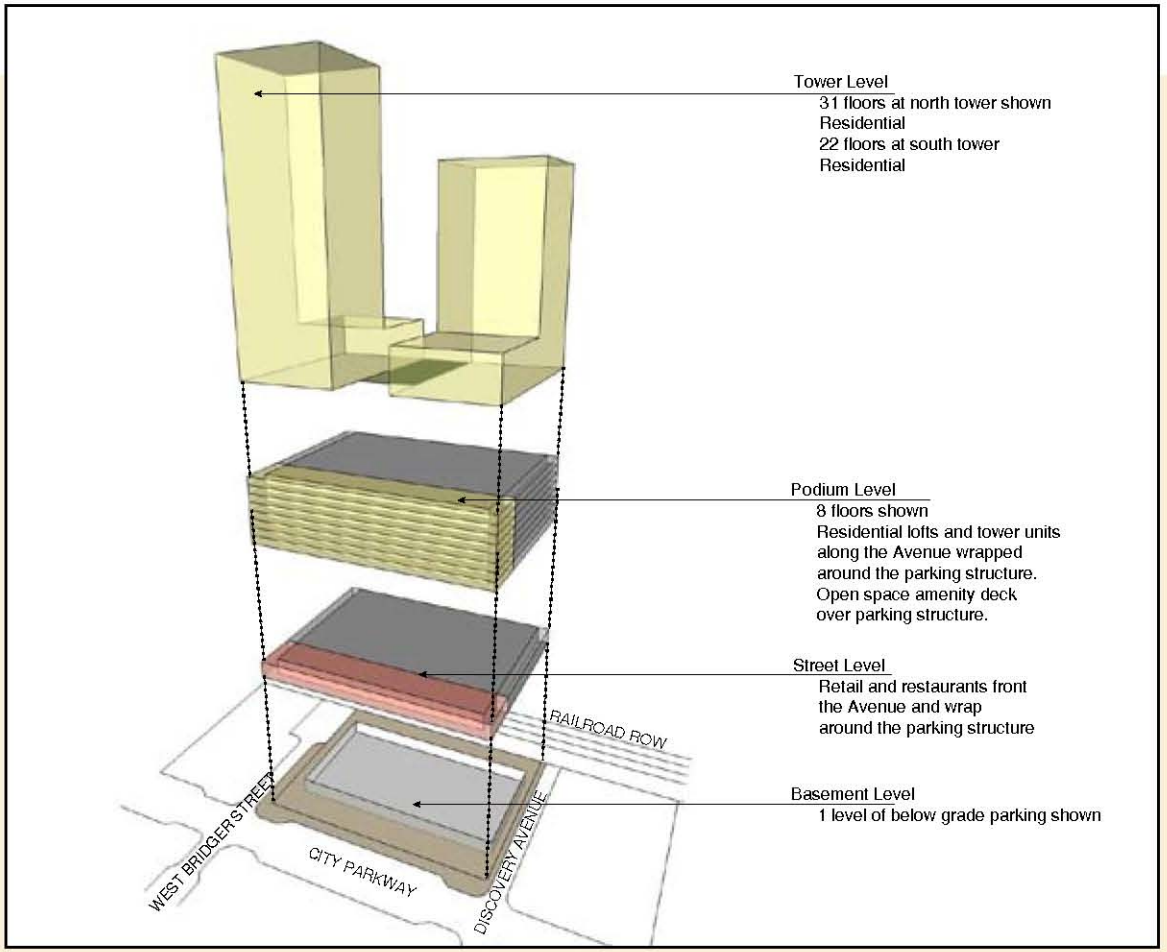
See civil engineering drawings for railroad edge treatment.





PARCEL N

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

01 – Middle Avenue Block

OBJECTIVE:

- *A residential parcel on City Parkway, similar to Parcels L and N in terms of uses and relationship to City Parkway.*

Program Shown

Residential	406 units
Retail	26,882 SF
Parking	747 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

01.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. No public pedestrian walkways are required within the parcel.

01.2 Active Frontages

Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets. A grocery store may be developed along City Parkway.

01.3 Tower Locations

Two towers shall be located on the north and south sides of the site. The southern tower may be set back from the south side of the site; however it shall establish its base at the podium along City Parkway. The northern tower is not required to set back. It shall establish its base at the podium along City Parkway and the parking access street.

01.4 Build-To Lines and Setbacks

Setback zones are allowed on all sides of the parcel, along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

01.5 Parking Access

Parking access will be from the parking access streets to the north and south of the parcel. These are the extensions of West Bridger Avenue and West Carson Avenue. Parking is in a podium adjacent to the railway tracks.

01.6 Concealed and Exposed Parking

The parking structure may be exposed to the railway tracks. On other frontages the parking structure shall be wrapped with active uses and residential units.

01.7 Concealing Parking Structure

The parking structure shall be wrapped on the City Parkway frontage with active uses at the street level and residential units above.

01.8 Open Space and Amenities

An open space amenity deck shall be developed on the roof of the parking structure.

01.9 Base of Towers

The tower will have their bases beginning at the podium level on City Parkway.

01.10 Axes and Views

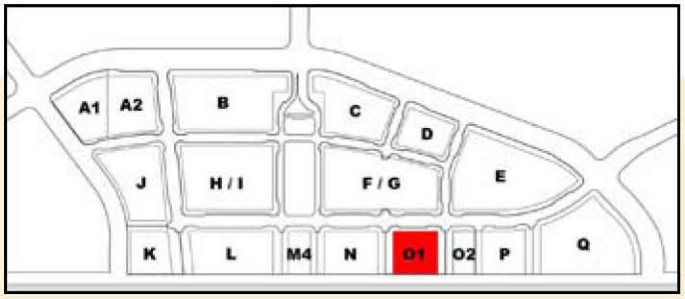
The tower shall be positioned on the east side of the site.

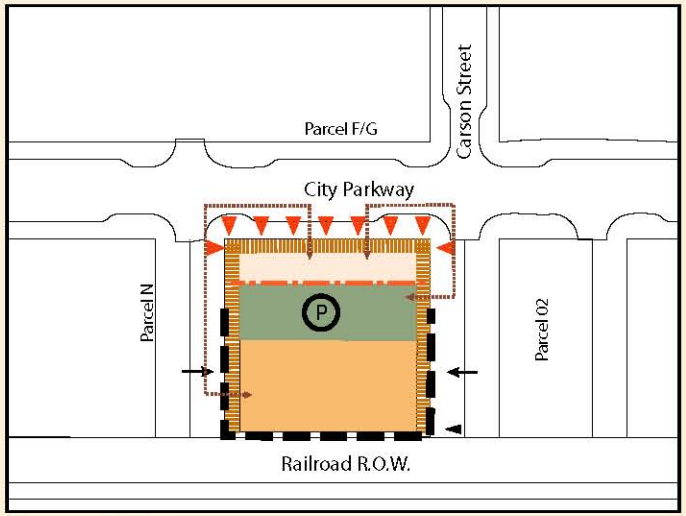
01.11 Tower Height

There is no maximum height for Tower T1.

01.12 Railroad Edge

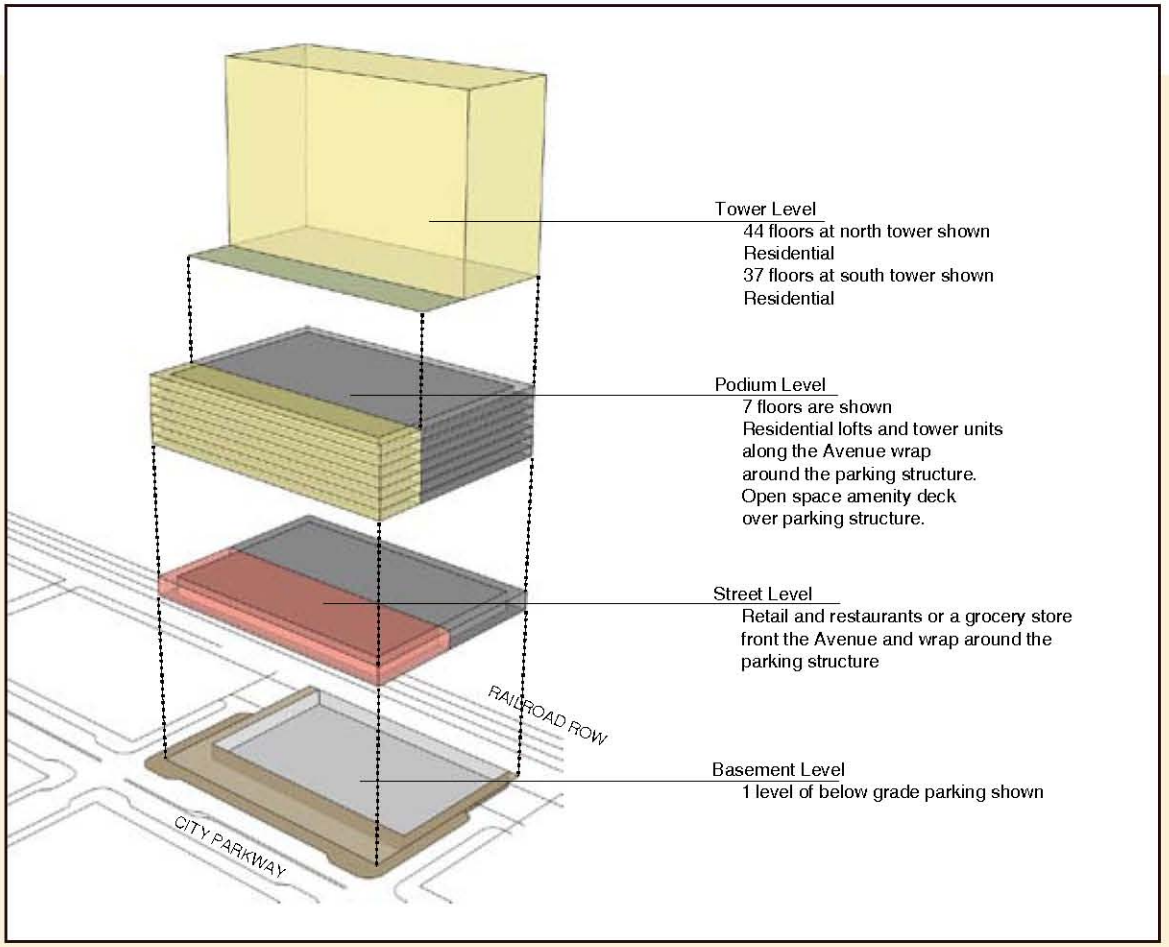
See civil engineering drawings for railroad edge treatment.





PARCEL 01

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

O2 – South of Gateway Block

OBJECTIVE:

- *A residential parcel facing City Parkway.*

Program Shown

Residential	243 units
Retail	4,068 SF
Parking	472 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

O2.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

O2.2 Active Frontages

Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

O2.3 Tower Location

The tower is to be located on the front (street side) of the parcel. It will be architecturally expressed as a building that originates at the sidewalk level rather than at the podium.

O2.4 Lobby Location

The lobby location shall be at or near the southwest corner of the parcel.

O2.5 Build-To Lines and Setbacks

A setback zone is allowed along the parking access on the north side of the parcel. Build-to lines are important to maintain on the City Parkway and south side of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

O2.6 Parking Access

Parking access will be from the parking access streets to the south of the parcel. Parking is in a podium under the building and adjacent to the railway tracks.

O2.7 Concealed and Exposed Parking

The parking structure shall only be exposed to the railway tracks and the rear portion of the parking accesses. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail on City Parkway may be two or more stories in height.

O2.8 Open Space and Amenities

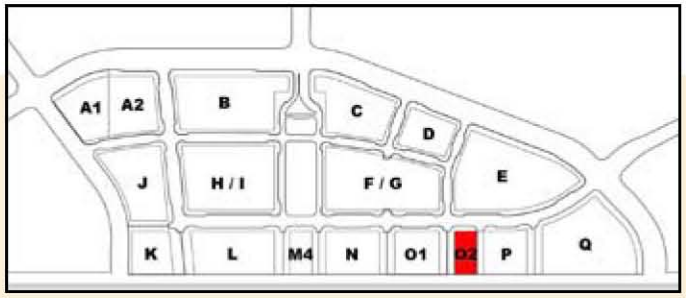
No open space is required interior to this parcel.

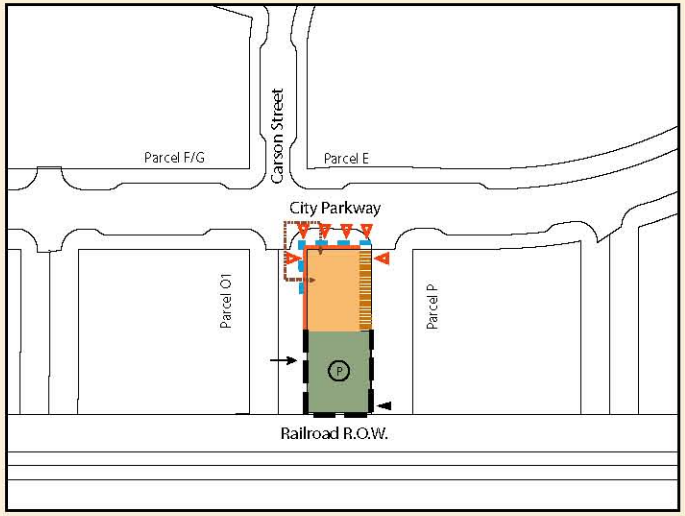
O2.9 Tower Height

There is no maximum height for Tower T1.

O2.10 Railroad Edge

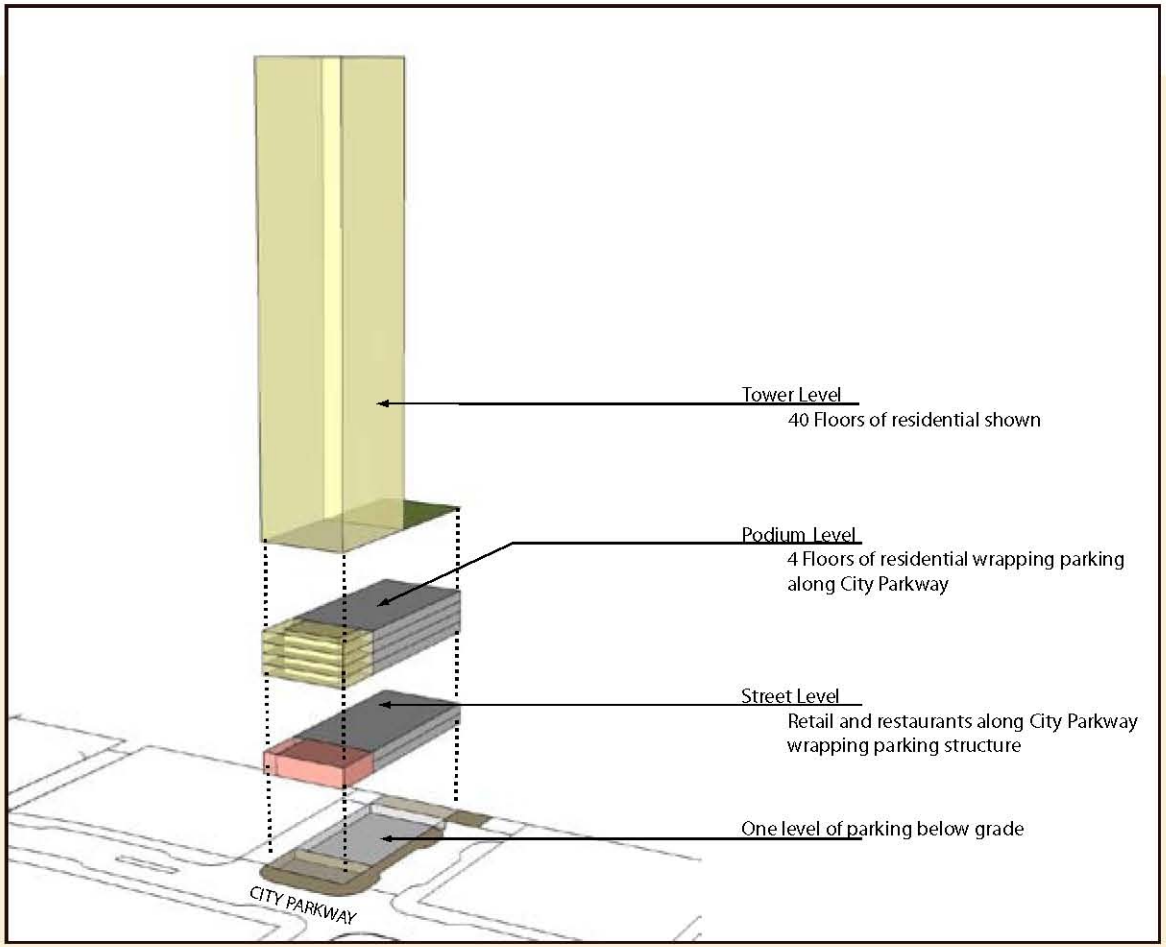
See civil engineering drawings for railroad edge treatment.





PARCEL O2

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

P – Gateway Block-South

OBJECTIVE:

- *An entertainment/commercial and parking parcel facing City Parkway.*

Program Shown

Retail	15,996
Parking	986 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

P.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

P.2 Active Frontages

Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

P.3 Tower Location

No tower is required on this parcel.

P.4 Build-To Lines and Setbacks

Setback zones are allowed along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

P.5 Parking Access

Parking access will be from the parking access streets to the north and south of the parcel. Parking is in a podium adjacent to the railway tracks.

P.6 Concealed and Exposed Parking

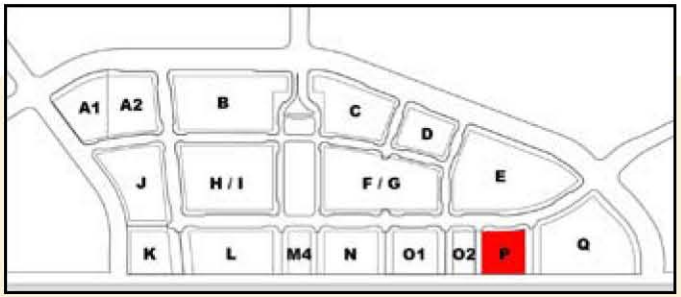
The parking structure shall only be exposed to the railway tracks. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail may be two or more stories in height.

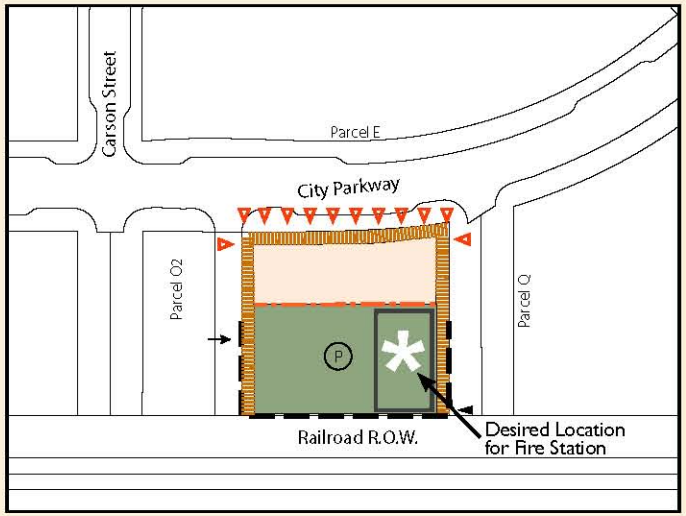
P.7 Open Space and Amenities

There are no open space requirements.

P.8 Railroad Edge

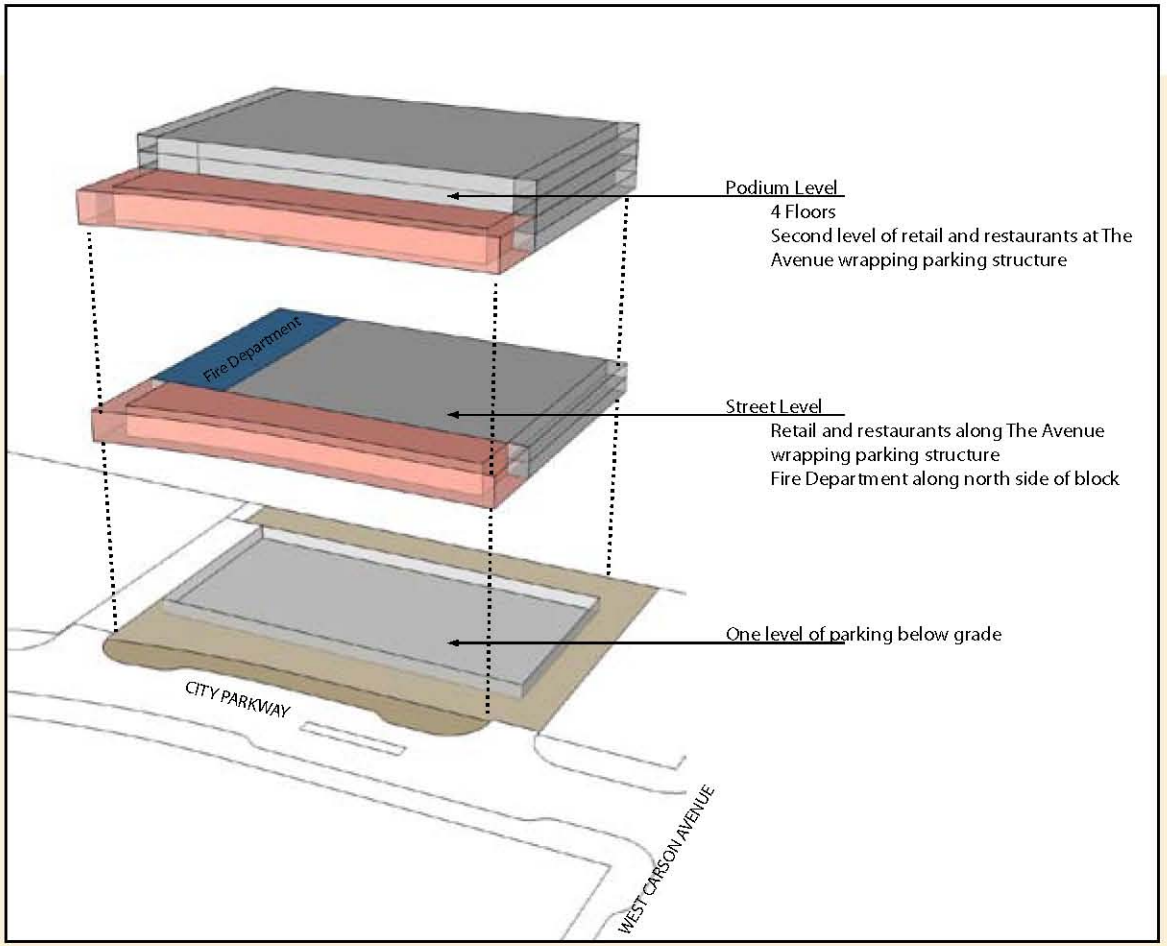
See civil engineering drawings for railroad edge treatment.





PARCEL P

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

Q – Gateway Block-North

OBJECTIVE:

- *This is a key Gateway parcel greeting arrivals from City Parkway. Along with Parcel E, this parcel will feature an iconic tower forming part of a gateway off City Parkway. A major element of this site is the large hotel tower envisioned for the west side of the site. Another major feature is the auto court that enters the site from City Parkway and provides the drop off and turnaround needed for the hotel and casino.*

Program Shown

Hotel	1000 rooms
Parking	1170 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

Q.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. A pedestrian bridge through the parcel will bridge across the railway line to connect the site to Fremont Street and the entertainment district on the other side of the tracks. The pedestrian connection to Fremont Street at the pedestrian bridge level shall be very direct and open to the public through the site, not internalized to a hotel or casino.

Q.2 Active Frontages

Active street frontages should be developed along City Parkway and the pedestrian bridge.

Q.3 Tower Location

The hotel tower will be located at the north end of the site. It shall relate directly to the auto court, and form the gateway to the site together with the office tower on Parcel E. Tower T1 should rise from the podium level rather than off the parking and retail podium.

Q.4 Build-To Lines and Setbacks

Setback zones are allowed on all sides of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

Q.5 Parking Access

Parking access will be from the parking access street to the south of the parcel and can also come in through the auto drive. Parking is in a podium to the north of the site, to the west of the hotel tower.

Q.6 Concealed and Exposed Parking

The parking structure shall only be exposed to the railway tracks. The parking structure elsewhere on the parcel shall be wrapped with hotel lobby, function areas and active uses.

Q.7 Open Space and Amenities

The auto court with its central median can be developed as an open space amenity. An elevated pedestrian bridge shall connect the auto court via a pedestrian bridge to development on the other side of the railway tracks.

Q.8 Base of Tower

The hotel tower should establish its base at the parking podium off the auto court, City Parkway and Grand Central Parkway.

Q.9 Axes and Views

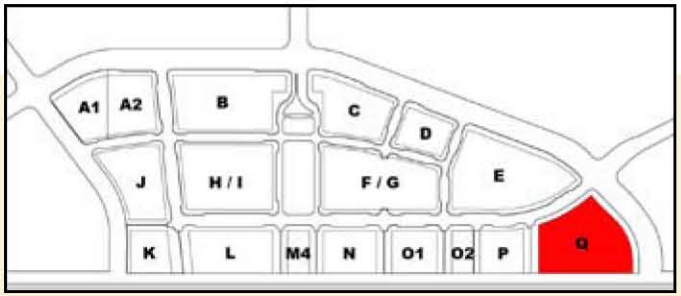
Physical and visual access should be maintained along the pedestrian bridge spanning across the railway tracks.

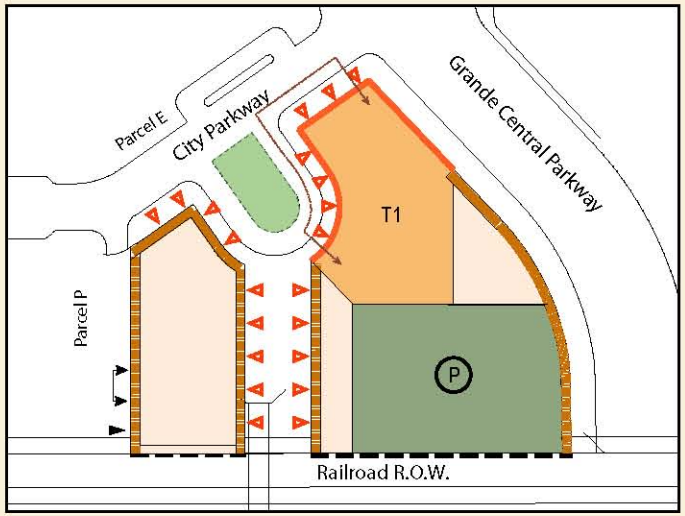
Q.10 Tower Height

There is no maximum height for Tower T1.

Q.11 Railroad Edge

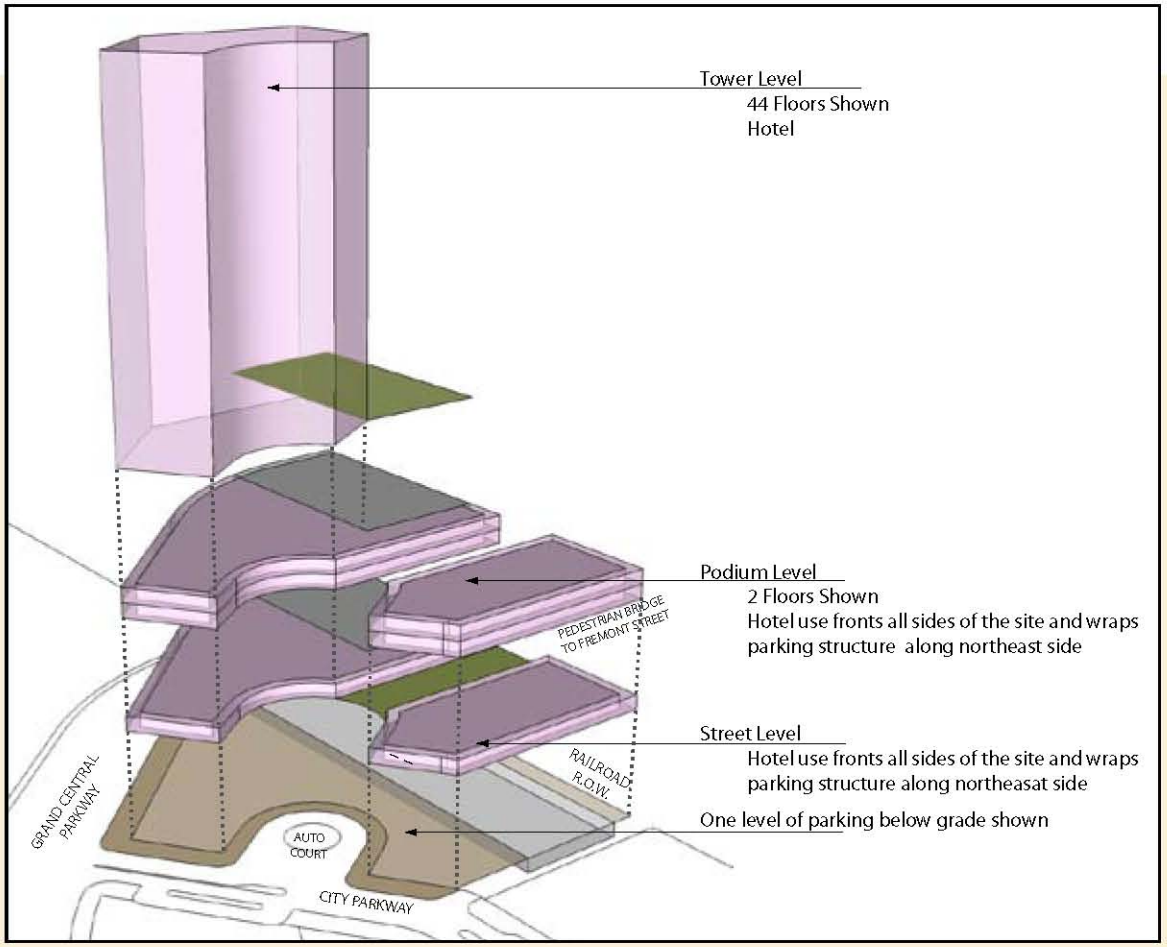
See civil engineering drawings for railroad edge treatment.





PARCEL Q

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

DESIGN REVIEW

To ensure that each project in Union Park complies with the Design Standards, each project in Union Park will be reviewed with respect to its urban design, architectural and landscape design qualities, as measured by the Design Standards. A related goal is that each developer be directed toward the most beneficial planning and design approaches so that projects can proceed without undue delays.

The objectives of the Design Review process are:

- To provide an equitable, orderly application of the Design Standards for all projects.
- To implement the goals and requirements of the Master Plan,
- To insure compliance with the Design Standards and the Master Plan, especially in regard to:
- Establishment of a high quality urban planned community
- Provision of the overall density, mix of uses, heights and building types as contemplated by the Master Plan and Design Standards.
- To protect the City's capital investment in infrastructure.
- To enhance the value of all property in Union Park by maintaining a high level of architectural design.
- To provide timely, fair and firm design direction for each project, and to resolve differences in design approach between the developer, Newland Communities and the City of Las Vegas.

Design Review Committee

To review and evaluate each proposal and protect these values, the Union Park Design Review Committee (UP-DRC) is hereby created. The UP-DRC shall consist of five members, with two members to be appointed by Newland Communities, and one representative each from the Office of Business Development, the Planning and Development Department, and the Public Works Department. The UP-DRC may retain consultants as necessary to review plans for conformance to the design guidelines. The UP-DRC shall have the authority to adopt rules and regulations concerning its administrative procedures.

The design review process shall consist of the procedures listed below:

1. Block Plan Review. The applicant will provide the UP-DRC with a submittal including conceptual plans of the first phases and subsequent block buildout for the block in question. Application for the review shall be made to the Office of Business Development, serving as support staff to the UP-DRC, and shall include the following information:

- Site plan, including the location of all buildings;
- Parking and access;
- Pedestrian access and open space;
- Conceptual elevations;
- Computer-generated 3-D massing model (to enable the project to be seen from all sides and in context to the overall Union Park development);
- Building program;
- LEED Checklist (preliminary).

The UP-DRC shall have 30 working days from the date of submittal to make a recommendation on the submitted plans. The UP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the UP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

2. Design Development Review. Upon approval of the initial block plan, the applicant shall prepare design development drawings for review by the UP-DRC. Application for the review shall be made to the Office of Business Development, serving as support staff to the UP-DRC, and shall include the following information:

- Site plan, showing all driveways and access points;
- Grading plan;
- Floor plans;
- Elevations, showing key façade details;
- Landscape and streetscape plans;
- Materials, finishes and colors;
- Site signage;
- Refined computer-generated 3-D massing model;
- Solar shading diagram;
- LEED Checklist (with explanation).

The UP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted application. Utilizing a development standards checklist, the UP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the UP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

3. Site Development Plan Review. Upon approval of the Design Development Review application, the applicant shall submit a Site Development Plan Review application and any other required applications to the Planning and Development Department for review by the City of Las Vegas in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code. Applications will not be accepted unless accompanied by a letter with a recommendation for approval from the UP-DRC.

4. Building Permit Review. After receiving approval of the Site Development Plan Review application and any other required applications, the application shall submit construction documents for review by the UP-DRC. The construction documents shall be submitted to the Office of Business Development, serving as staff support for the UP-DRC, and shall be submitted prior to or concurrently with an application for a building permit. The UP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted documents. The review by the UP-DRC shall be limited to the conditions of approval placed upon the project by the City of Las Vegas; any amendment to the approved plans shall be in accordance with the requirements

listed in Title 19.18 of the Las Vegas Municipal Code. Upon making a recommendation, the UP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval. Building permits shall not be issued until the applicant provides a letter of recommendation for approval from the UP-DRC.

Review of Construction

The UP-DRC may review construction documents to ensure that approved developments are constructed in accordance with approved plans and drawings. Consultants may be retained by the UP-DRC to assist with construction document review.

Approval of Subsequent Phases

All building developments within any Block shall be developed as established in the Block Plans and related documents, except as changes may be mutually agreed upon in writing by the Design Review Committee. Newland Communities may submit different plans for Building Developments within such Block so long as such plans are in compliance with the Master Plan and other relevant terms and conditions.

Waivers to the Design Standards

Waivers to the Union Park Design Standards contained herein may be granted by City Council upon a recommendation from the UP-DRC, with clear and convincing evidence for demonstrated economic hardship or to further the City's redevelopment efforts.

Amendments to the Design Standards

The UP-DRC may recommend amendments to these development standards, as warranted to address deficiencies or changes in development patterns. Changes to these standards shall be processed in the form of a Text Amendment, in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code.

PERMITTED USES—PARKWAY CENTER DEVELOPMENT STANDARDS

PERMITTED LAND USES:

Commercial Office, Class A, including without limitation:

- Professional and General
- High-Technology
- Service
- Research and Development
- Major or Minor Medical

Flexible Office/Work Space, Class B, including without limitation:

- Internet and high-technology incubators
- Computer server farms
- Internet backbone facilities
- Light assembly and fabrication

Government/Public Office, including without limitation:

- United States
- State of Nevada
- Regional Bodies and related
- Clark County
- City of Las Vegas
- United States Post Office

Commercial/Retail, including without limitation:

- General Retail
- Restaurant/Delicatessen/Coffee Shop/Bakery
- Health Club
- Bank/Credit Union/Savings and Loan/Trust
- Children's Day Care (fewer than 12 children)
- Convenience Retail
- Offices with frequent public access requirements
- Trade Center/Wholesale and Retail Showrooms
- Exhibition Space
- Transportation Services, including without limitation: Transportation Center, helipad, heliport, monorail, gasoline facilities
- Parking Facilities, including multi-level parking structures
- Entertainment/Retail
- Tavern, Supperclub, restaurant service bars, and beer/wine uses subject to special use permit
- Convention/Conferencing Facilities/ Temporary Exhibitions
- Non-Profit/Institutional, including:
- Museums,Performing arts centers, Musical Theaters

Residential

- High Density Residential, market rate, including without limitation:
- Townhouses, flats, lofts, live-work units
- Mid-Rise Housing
- Courtyard/streetwall apartments or condominiums
- Loft-style apartments or condominiums
- High-Rise Housing apartments or condominiums

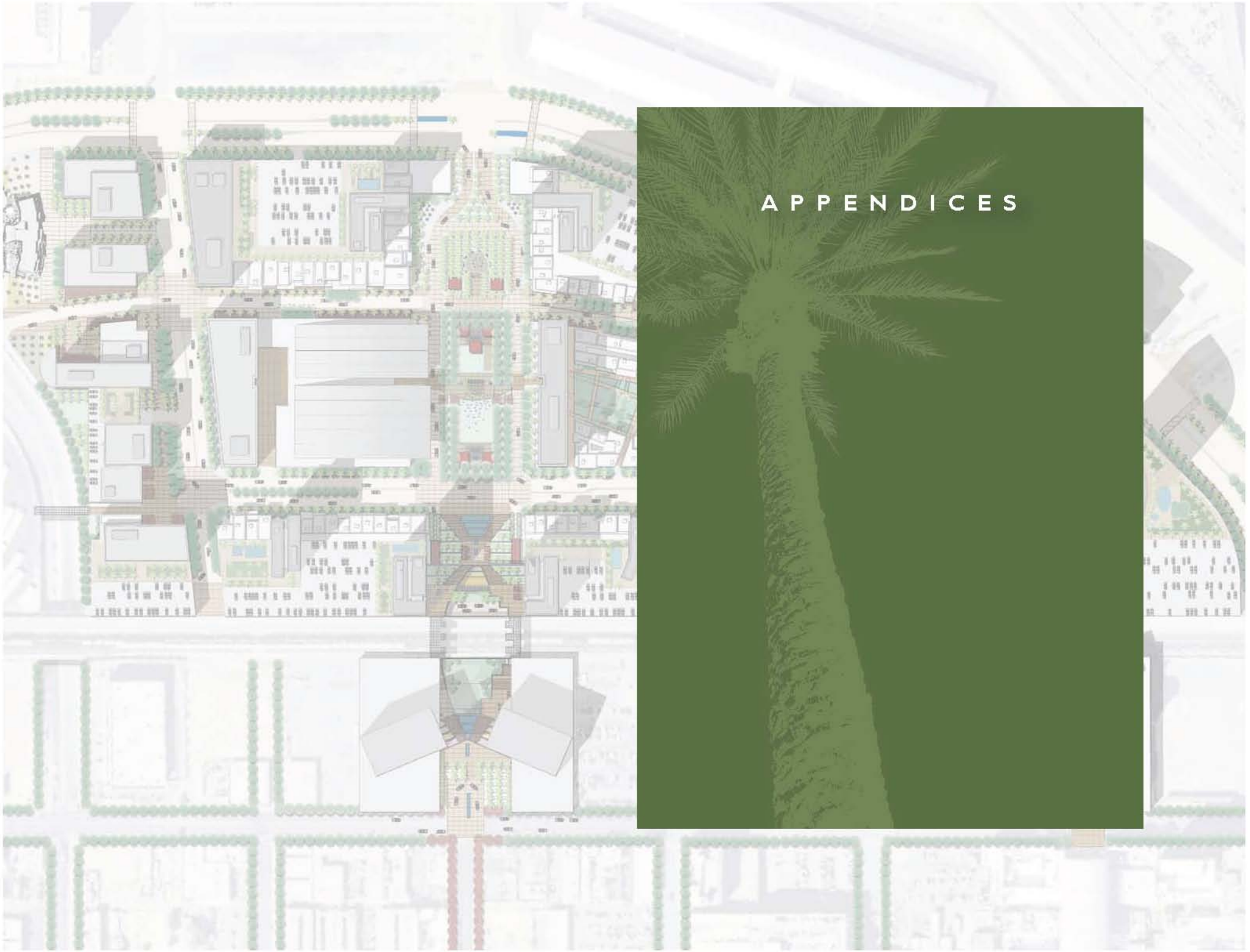
Hotels

- Non-Gaming Hotels
- Casino/Hotels, and non-restricted Gaming but only within the Gaming Enterprise Overlay District, as amended
- Existing Interim Billboard Signs, to be removed or incorporated with adjacent development

Private Sidewalks: See "Outdoor Dining Standards—Private Sidewalk Areas" on page 134.

PROHIBITED LAND USES:

- Trailer Parks and RV Camps
- Transient Sales Lots
- Rental Storage Businesses, with outdoor storage
- Contractors Plant, Shop and Storage Yard
- Construction materials and Supply Yard
- Auto Repair Garage
- Asphalt and Concrete Batch Plants
- Environmentally Hazardous Materials
- Salvage or Reclamation Yards
- Landfill
- Outside storage
- Trucking Company
- Heavy Manufacturing
- Towing and Impound Yards
- Cold Storage Plants
- Wholesale Distribution Centers
- Sexually Oriented Businesses
- Any other use that would otherwise be permitted as-of-right in Manufacturing (M) or Commercial Manufacturing (CM) zoning districts



APPENDICES

Using this Appendix in Conjunction with the Schematic Streetscape Design Package

The following references are keyed to streetscape elements identified in Section 2 of this document and the Schematic Streetscape Design package. The cover of Schematic Streetscape Design package is illustrated to the right.

The Schematic Streetscape Design package states that the Block developer is responsible for the implementation of all streetscape design shown from back of curb to build-to line, except the Centennial streetlights which may be built by the City of Las Vegas during the public street construction.

The schematic streetscape design has been completed for all streetscapes within the sixty-one acre Union Park. Schematic design has been completed in order to accomplish the following objectives:

A. Uphold the overall vision established by Newland Communities and the City of Las Vegas to develop a sustainable urban community;

B. Establish a unified and continuous streetscape layout, regardless of project phasing by individual developers;

C. Establish a consistent level of quality throughout the development;

D. Establish a consistent application of streetscape components and furnishings.

Refer to the Schematic Streetscape Design Package for further information.

Schematic design includes a number of fixed streetscape design elements that are required by all developers. These items are outlined within this appendix and labeled as "FIXED DESIGN DECISIONS." This schematic design document also includes flexible opportunities for design input that is expected of all developers. These items are outlined within this appendix and labeled as "FLEXIBLE DESIGN OPPORTUNITIES."

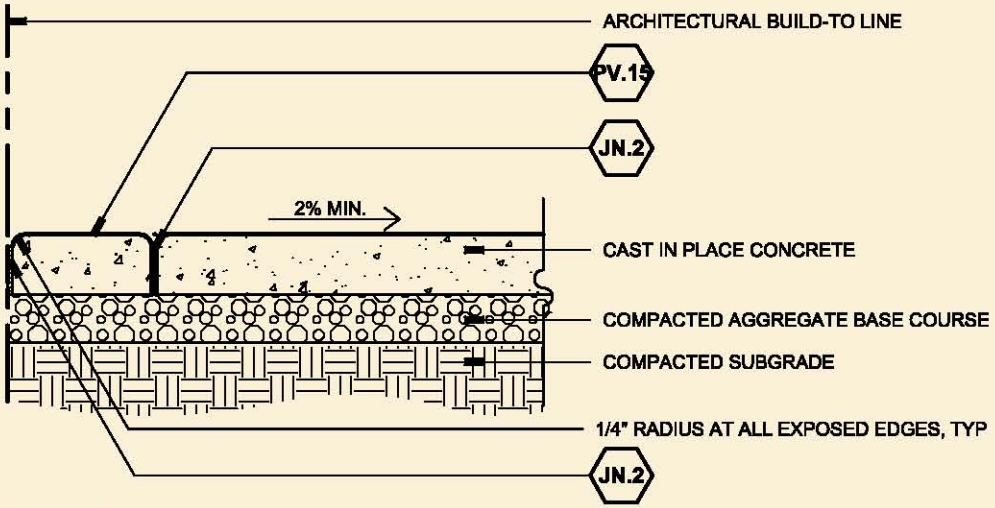
Below are the keynotes from the Schematic Streetscape Design package. This appendix follows the same organizational structure as these Keynotes.

SITE DETAIL KEYNOTES:

EX	**EXISTING CONDITIONS**	**LOCATION**
EX.1	Utility or Other Structure	N/A
EX.2	Traffic Signal	N/A
EX.3	Curb and Gutter	N/A
EX.4	Asphalt Paving	N/A
EX.5	Street Light	N/A
EX.6	Street Light - Phase 2 - Proposed Location	N/A
PV	**PAVEMENTS, CURBS AND RAMPS**	
PV.1	Cast In Place Concrete at Pedestrian Area	DESIGN STANDARDS PAGE 109
PV.2	Cast In Place Concrete at Private Vehicular Area	SEE CIVIL DOCUMENTS
PV.3	Concrete Unit Paver at Pedestrian Area	DESIGN STANDARDS PAGE 110
PV.4	Concrete Unit Paver at Private Vehicular Area	SEE CIVIL DOCUMENTS
PV.5	Stone Paver at Pedestrian Area	DESIGN STANDARDS PAGE 111
PV.6	Not Used	N/A
PV.7	Not Used	N/A
PV.8	Potential Arch.Treatment at Public Intersection	SUBJECT TO FUTURE CITY DECISION
PV.9	Not Used	N/A
PV.10	Not Used	N/A
PV.11	Spill Curb	SEE CIVIL DOCUMENTS
PV.12	Gutter Pan	SEE CIVIL DOCUMENTS
PV.13	Potential Driveway/Curb Cut	SEE CIVIL DOCUMENTS
PV.14	12" Concrete Access Strip	ILLUSTRATED IN DETAIL PL.1
PV.15	24" Concrete Buffer Strip	ILLUSTRATED IN DETAIL PL.1
PV.16	Accessible Ramp A	SEE CIVIL DOCUMENTS
PV.17	Accessible Ramp B	SEE RTC DOCUMENTS
PV.18	Special Asphalt Paving at Vehicular Area	SUBJECT TO FUTURE CITY DECISION
PV.19	Stone Mulch	DESIGN STANDARDS PAGE 114
PV.20	Tree Gate A	DESIGN STANDARDS PAGE 114
PV.21	Tree Gate B	DESIGN STANDARDS PAGE 115
JN	**JOINTING**	
JN.1	Sawn Control Joint	DESIGN STANDARDS PAGE 115
JN.2	Expansion Joint	DESIGN STANDARDS PAGE 116
SW	**SITE WALLS/ EMBANKMENTS**	
SW.1	Cast-In-Place Concrete Seat Wall	DESIGN STANDARDS PAGE 116
SF	**SITE FURNITURE**	
SF.1	Project Bench	DESIGN STANDARDS PAGE 117
SF.2	Not Used	N/A
SF.3	Not Used	N/A
SF.4	Movable Tables and Chairs	DESIGN STANDARDS PAGE 118
SF.5	Not Used	N/A
SF.6	Not Used	N/A
SF.7	Trash Receptacle	DESIGN STANDARDS PAGE 118
SF.8	Drinking Fountain	DESIGN STANDARDS PAGE 119
SF.9	Bicycle Rack	DESIGN STANDARDS PAGE 119
SF.10	Newspaper Box	DESIGN STANDARDS PAGE 119
SF.11	Planter Pot A	DESIGN STANDARDS PAGE 120
SF.12	Planter Pot B	DESIGN STANDARDS PAGE 120
SF.13	Bollard	DESIGN STANDARDS PAGE 121

SL	**SITE LIGHTING**	
SL.1	Promenade Light	REFER TO SHEET L3-03
SL.2	Up Light	DESIGN STANDARDS PAGE 121
SL.3	Pedestrian Light	REFER TO SHEET L3-04
SL.4	Down Light	DESIGN STANDARDS PAGE 122
PL	**PLANTING AND LANDSCAPE**	
PL.1	Street Tree In Landscape Panel	DESIGN STANDARDS PAGE 123
PL.2	Street Tree In Hardscape	DESIGN STANDARDS PAGE 124
PL.3	Street Tree In Tree Grate	DESIGN STANDARDS PAGE 125
PL.4	Palm In Landscape	DESIGN STANDARDS PAGE 126
PL.5	Palm In Tree Grate	DESIGN STANDARDS PAGE 127
PL.6	Groundcover Planting	SEE SHEET L2-01 AND L2-02
PL.7	Landscape Panel Planting	SEE SHEET L2-01
PL.8	Tree Trench	DESIGN STANDARDS PL.1 PAGE 123
BF	**BARRIERS AND FENCING**	
BF.1	Green Screen	DESIGN STANDARDS PAGE 128
BF.2	Landscape Panel Barrier A	DESIGN STANDARDS PAGE 128
BF.3	Landscape Panel Barrier B	DESIGN STANDARDS PAGE 129
MS	**MISCELLANEOUS ELEMENTS**	
MS.1	Bus Stop - Seating Zone/Shelter	DESIGN STANDARDS PAGE 129
MS.2	Future BRT Station	N/A - WORK BY OTHERS
MS.3	Shade Structure	REFER TO AR.1 ON PAGE 130
MS.4	Possible Wind Turbine Zone	DESIGN STANDARDS PAGE 130
MS.5	Union Park Project Signage Zone	N/A - WORK BY OTHERS
AR	**OPPORTUNITIES FOR ART**	
AR.1	Art Opportunity at Shade Structure	DESIGN STANDARDS PAGE 130
AR.2	Art Opportunity at Bus Stop	DESIGN STANDARDS PAGE 130
AR.3	Art Opportunity in Pavement Design	DESIGN STANDARDS PAGE 131
AR.4	Art Opportunity with Sculptural Element	DESIGN STANDARDS PAGE 131
AR.5	Art Opportunity with Supplemental Seating	DESIGN STANDARDS PAGE 131

PV.1 Cast-in-Place Concrete at Pedestrian Area



INTENT

Maintain a consistent paving system across the 61 acre site that minimizes heat gain and artfully expresses the Las Vegas desert context.

Fixed Design Decisions

COLOR: 1% +/- Solomon 306 Canvas (test pour dependent)

FINISH: Expose sands and fine aggregates with a light concrete retarder applied to the concrete immediately after it is poured. This treatment will result in a slightly rough, sand-textured feel to the concrete (test pour dependent).

Flexible Design Opportunities

Slight variations in the sand/aggregate exposure, analogous to the natural patterns of the desert, recall water and wind erosion. Refer to AR.3 - Art Opportunity in Pavement Design for more information. All designs and layouts to be approved by Union Park Design Review Committee.

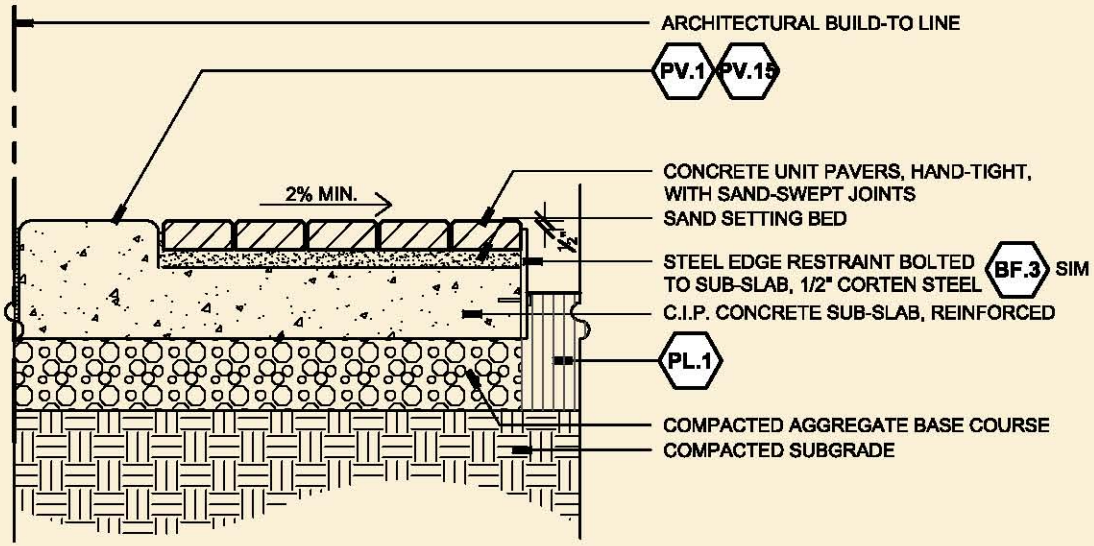
Minimum Concrete Performance Criteria:

STRENGTH @ 28 DAYS:	4500 PSI
WATER/CEMENT RATIO:	.45-.65
CEMENT:	5.2 sacs / CY
CEMENT TYPE:	V
FLY ASH:	20% x 1.2
AGGREGATE SIZE:	3/8-3/4
AIR CONTENT:	5-7%
SLUMP:	1-4" Maximum
AD MIXTURES:	Pozzolith 322N, Buckeye cellulose fiber

PV.2 Cast-in-Place Concrete at Private Vehicular Area

See Civil Documents

PV.3 Concrete Unit Paver at Pedestrian Area



INTENT

Maintain a consistent concrete unit paving system across the 61 acre site that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain and complements the concrete and stone paving.

Fixed Design Decisions

MANUFACTURER: Hanover Architectural Products
MODEL: Prest Concrete Paver—11 3/4" x 11 3/4" —2 1/2" Thick
FINISH: Tudor
COLOR: Cream, Limestone Grey, Brown, Antietam, or Matrix #111 9

Flexible Design Opportunities

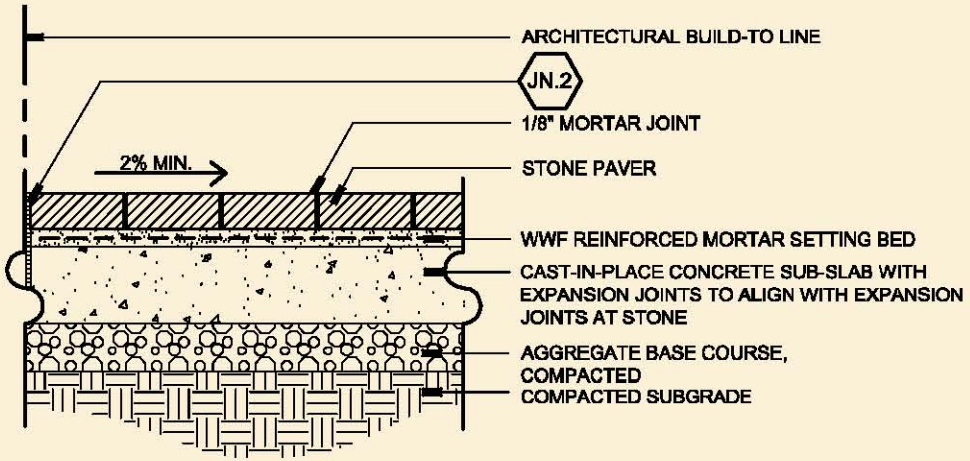
Choose from the colors listed above. Paver layout pattern to be determined by project design teams.

PV.4 Concrete Unit Paver at Private Vehicular Area

MODEL: Prest Concrete Paver—17 5/8" x 17 5/8"— 4" Thick

All other properties are the same as PV.3—Concrete Unit Paver at Pedestrian Area

PV.5 Stone Paver at Pedestrian Area



INTENT

Maintain a consistent stone paving system along the Promenade that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain, complements the concrete and concrete unit pavers and artfully expresses the Las Vegas desert context.

Fixed Design Decisions

PRODUCT: 4" Square Paver, 1 1/2"–1 3/4" Thick

STONE: Quartzite Canyon Gold. Also known as Beijing Gold Quartzite.

COLOR: Sorted color range into three distinct colors, as defined in Newland's mock-up board.

FINISH: Natural Cleft

EDGES: Sawn, Top Edge Eased

SEALENT: None Allowed

LAYOUT: See Next Page

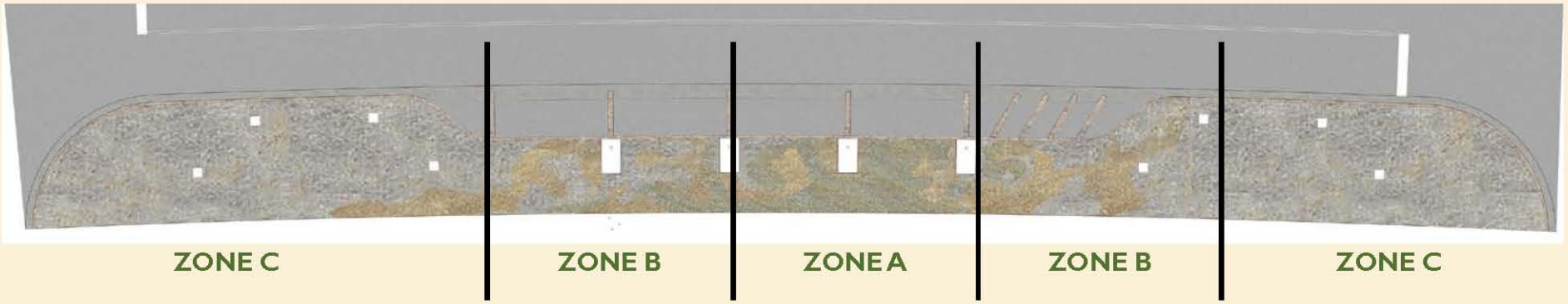
Flexible Design Opportunities

A consistent stone paving system along the entire length of the Promenade is critical to the success of this street. Comparable alternatives that meet performance criteria and color range are subject to approval by the Union Park Design Review Committee.

ASTM Stone Performance Criteria:

MINIMUM COMPRESSIVE STRENGTH:	8,000 psi
MAXIMUM ACCEPTABLE ABSORPTION:	1.00%
MINIMUM DENSITY:	160 lbs. lb/cu ft
MINIMUM FLEXURAL STRENGTH:	9,000 psi
COEFFICIENT OF FRICTION:	0.8 to 1.0
MINIMUM ABRASION RESISTANCE:	1.0

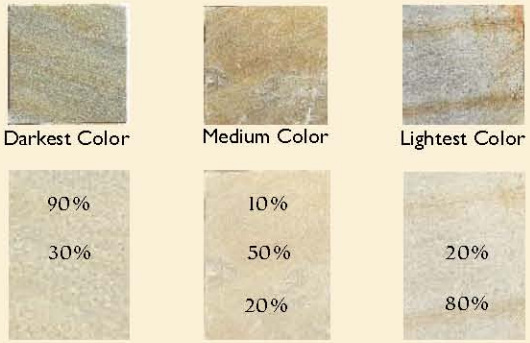
PV.5 Stone Paver at Pedestrian Area, Continued



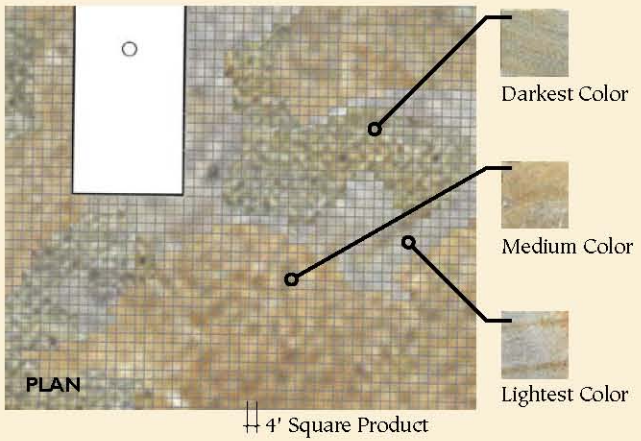
Promenade and Stone Paving Concept:

Materials, colors and patterns create a stylized desert expression. Erosion and repetition establish the primary influences. Gradual tonal transitions take place across the sidewalk floor, reflecting the subtleties and nuance of the desert. This plan shows how the stone paving pattern is applied to a generic block of the Promenade. Zones A, B and C are laid out across all blocks of the Promenade. Transitions between Zones A, B and C should be blended and soft. Refer to Newland's mock-up board for more detail.

Stone Sample:



Detail of Paving Pattern:



Las Vegas
Desert Character
Images

PV.6 Not Used

PV.7 Not Used

PV.8 Potential Architectural Treatment at Public Intersection

Subject to future City decision

PV.9 Not Used

PV.10 Not Used

PV.11 Spill Curb

See Civil Documents

PV.12 Gutter Pan

See Civil Documents

PV.13 Potential Driveway/Curb Cut

See Civil Documents

PV.14 12" Concrete Access Strip

Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.15 24" Concrete Buffer Strip

Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.16 Accessible Ramp A

See Civil Documents
For all pedestrian-accessible ramps internal to the project

PV.17 Accessible Ramp B

See RTC Documents
For pedestrian-accessible ramps adjacent to Grand Central Parkway only

PV.18 Special Asphalt Paving Vehicular Area

Subject to future City decision

PV.19 Stone Mulch

INTENT

Utilize local materials to reflect regional identity, prevent erosion and mitigate moisture loss.

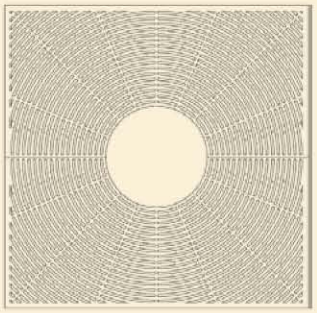
Fixed Design Decisions

PRODUCT 1: 3/8" Washed Rounded Gravel **COLOR:** Birds eye Brown
PRODUCT 2: Decomposed Granite, Stabilized

Flexible Design Opportunities

Placement of these two products to be determined by project design teams.

PV.20 Tree Gate A



INTENT

Maintain consistent contemporary tree grate across the 61 acre site with removable growth rings to allow for healthy trunk growth. Allow for uninterrupted ADA rated pedestrian traffic.

Fixed Design Decisions

MANUFACTURER: Fair Weather
MODEL: SP Series—4' square and 6' square
FINISH: Raw Carbon Steel (not painted)

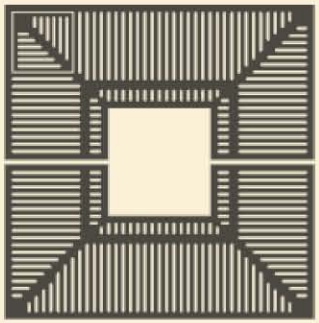
Flexible Design Opportunities

There are no flexible design opportunities with the tree grates.

Notes

All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. All tree grates for palms on the Promenade to be custom 4' x 6' grates. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes.

PV.21 Tree Gate B



INTENT

Highlight and distinguish Symphony Park by using a unique tree grate adjacent to and opposite the park (on Discovery Street and City Parkway).

Fixed Design Decisions

MANUFACTURER: Ironsmith Design
MODEL: A.D.A.
SIZE: 4' square and 6' square
FINISH: Raw Carbon Steel (not painted)

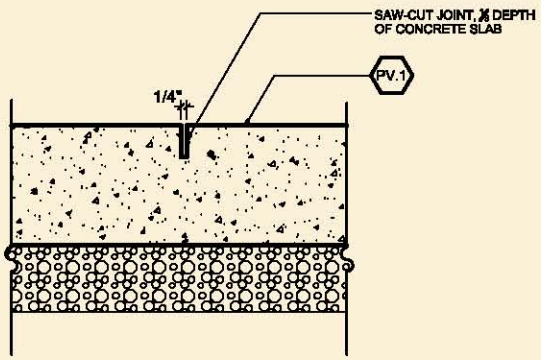
Flexible Design Opportunities

There are no flexible design opportunities with the tree grates.

Notes

Use this tree grate on all Discovery Avenue trees (deciduous and palm) associated with, adjacent to and opposite the central park. The street trees opposite the central park on City Parkway should also use this grate. Refer to the Schematic Design package. All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes."

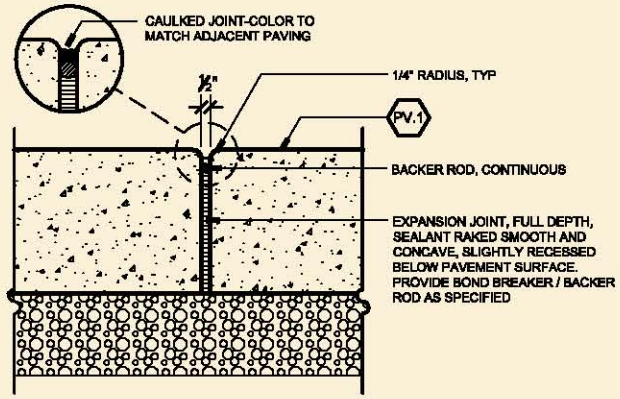
JN.1 Sawn Control Joint



INTENT

Maintain sharp, consistent control joints across the 61 acre site.

JN.2 Expansion Joint

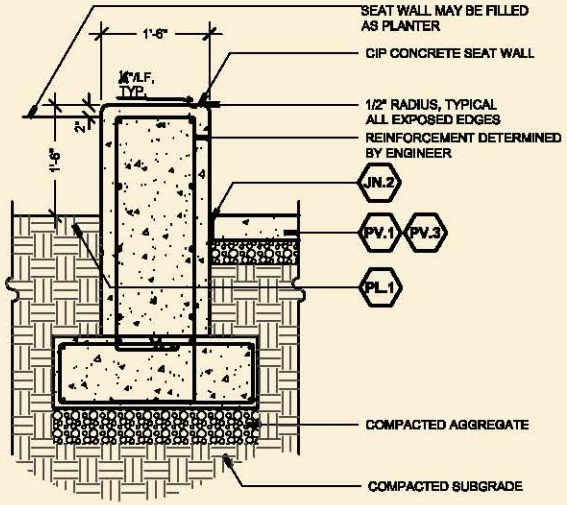


INTENT

Maintain consistent, effective and durable expansion joints across the 61 acre site.

Match caulked joint color to cast in place concrete paving.

SW.1 Cast-In-Place Concrete Seat Wall



INTENT

Maintain generally consistent proportions and detail for site walls across the 61 acre site while providing an opportunity for art.

Fixed Design Decisions

Size: 1'-6" Wide by 1'-6" Tall

Flexible Design Opportunities

Wall finish and color to be to be determined by project design teams.
All designs and layouts to be approved by Union Park Design Review Committee.

Notes

Align control/expansion joints of wall to control/expansion joints of paving.

Walls at Discovery Avenue entrance (Parcels B and C) to be integrated with raised planting beds.

SF.1 Project Bench

INTENT

Utilize a village standard across the 61 acre site to promote a district quality. Alternative seating options are outlined in AR.5—Art Opportunity with Supplemental Seating.

Fixed Design Decisions

MANUFACTURER: Landscape Forms

MODEL: Arcata–Backed and Arcata–Backless

COLORS: Polysite Seat–Driftwood

Steel–Galvanized if possible

Steel alternative–Powder Coat Silver

Flexible Design Opportunities

Layout of benches to be to be determined by project design teams.

Note

Provide footing per manufacturer's recommendations.

SF.2 Not Used

SF.3 Not Used

SF.4 Movable Tables and Chairs

INTENT

Foster diversity among movable tables and chairs that meet product objectives. Allow for movable furnishings to complement the adjacent tenant or land use.

Fixed Design Decisions

PRODUCT OBJECTIVES: Non-plastic furnishings that are cool to the touch.

Heavy products that will deter vandalism and theft.

Non-fixed furniture to allow for tenant and pedestrian movement.

Contemporary in appearance.

Flexible Design Opportunities

All product selection and layout to be to be determined by project design teams.

All designs and layouts to be approved by Union Park Design Review Committee.

SF.5 Not Used

SF.6 Not Used

SF.7 Trash Receptacle

INTENT

Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions

MANUFACTURER: Landscape Forms

MODEL: Chase Park

COLORS: Steel–Galvanized if possible

Steel alternative–Powdercoat Silver

Flexible Design Opportunities

Layout of trash receptacles to be to be determined by project design teams.

SF.8 Drinking Fountain

INTENT

Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions

MANUFACTURER: DAE
MODEL: Oscar Doll

Flexible Design Opportunities

Layout of drinking fountain to be to be determined by project design teams.

SF.9 Bicycle Rack

INTENT

Utilize a consistent, artful bike rack across the 61 acre site.

Fixed Design Decisions

MANUFACTURER: Landscape Forms
MODEL: Bola
COLOR: Galvanized if possible
Alternative–Stainless Steel

Flexible Design Opportunities

Layout of bike racks to be to be determined by project design teams.

SF.10 Newspaper Box

INTENT

Consolidate and corral newspaper boxes.

Note

Product to be determined by Union Park Community Association.

Use of news paper boxes is subject to implementation by the Union Park Community Association.

SF.11 Planter Pot A

INTENT

Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions

MANUFACTURER: Kornegay Design
MODEL: Dune Series
COLOR: Natural Concrete

Flexible Design Opportunities

Layout and size of Dune Series planter pots to be to be determined by project design teams.
75% of project planter pots should be selected from the Dune Series.

Note

All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape panel. Organize planter pots in small groupings to accentuate garden qualities.

SF.12 Planter Pot B

INTENT

Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions

MANUFACTURER: Charles Swanson
MODEL: Living Earth Series—"Ceres" and "Lura"
COLOR: All colors acceptable

Flexible Design Opportunities

Layout and color of Living Earth Series planter pots to be to be determined by project design teams. 25% of project planter pots should be selected from the Living Earth Series.

Note

All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape panel. Utilize planter pots as sculptural elements, composed in groupings and patterns.

SF.13 Bollard

INTENT

Utilize sculptural bollards to distinguish pedestrian from vehicular zones.

Fixed Design Decisions

MANUFACTURER: Furnitubes
MODEL: Millennium
COLOR: Stainless Steel

Flexible Design Opportunities

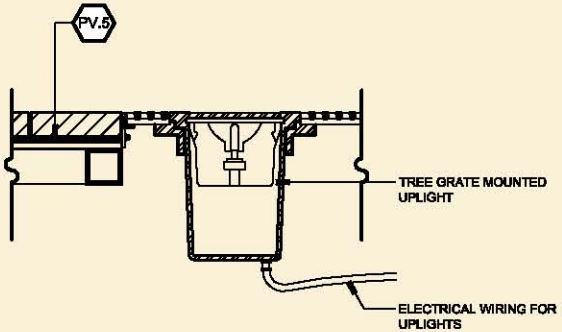
Layout of bollards to be to be determined by project design teams.

SL.1 Promenade Light

Note

Refer to sheet L3-04 of the Schematic Streetscape Design package.

SL.2 Uplight



INTENT

Maintain a consistent lighting product that illuminates the trees along the Promenade.

Fixed Design Decisions

MANUFACTURER: Kim Lighting
MODEL: LED Lightvault

Fixed Design Opportunities

There are no flexible design opportunities with the uplight.

Note

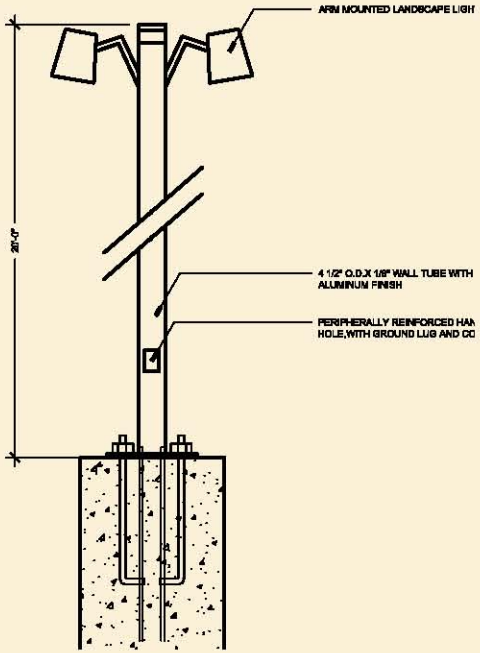
Four up lights are placed 2'-6" from all deciduous street trees on the Promenade.

SL.3 Pedestrian Light

Note

Refer to sheet L3-03 of the Schematic Streetscape Design package

SL.4 Down Light



INTENT

Maintain a consistent lighting product that subtly illuminates the dramatic ground cover planting along Grand Central Parkway.

Fixed Design Decisions

MANUFACTURER: Kim Lighting
MODEL: Choose an arm mounted KIM landscape light. Consider LED luminaires.

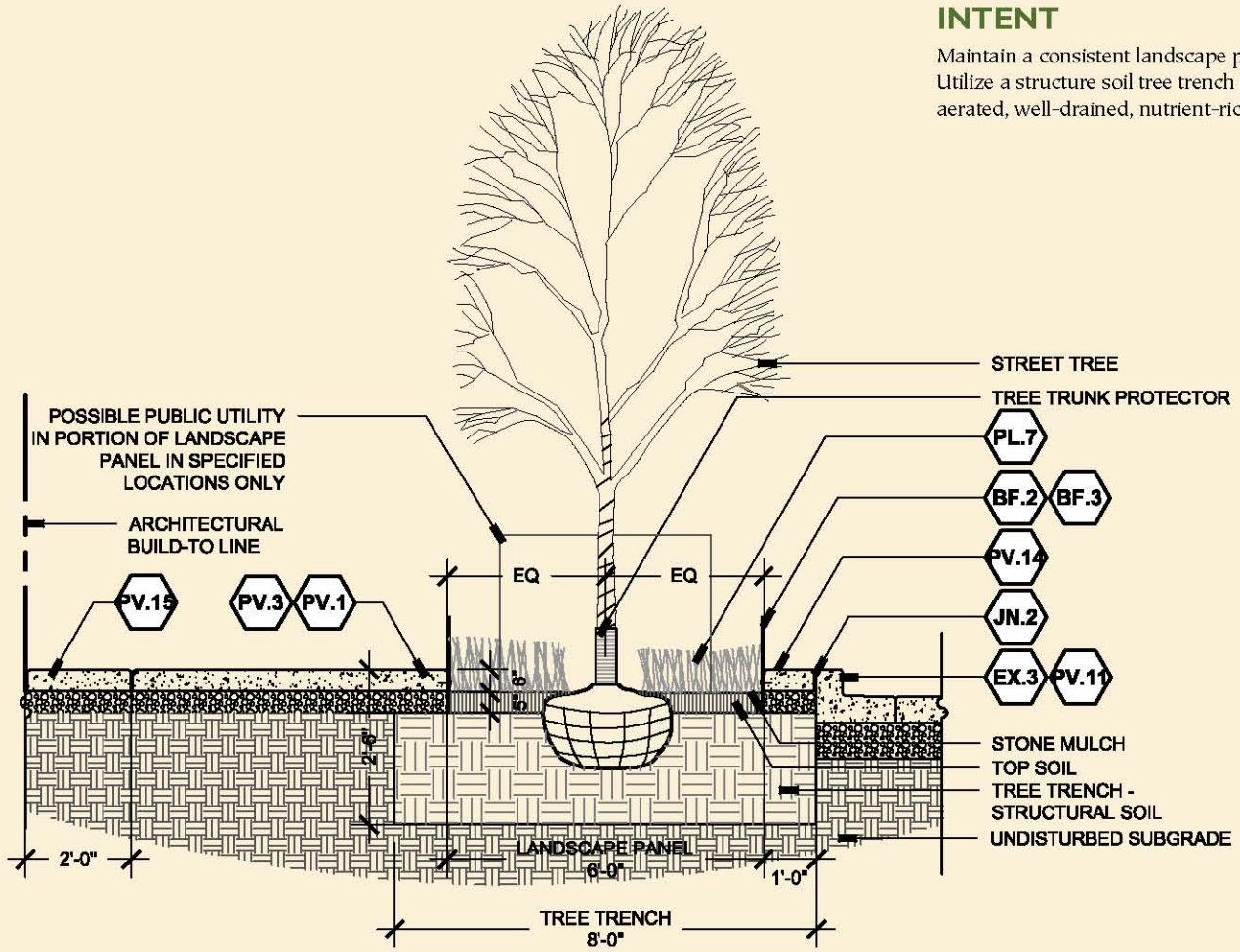
Flexible Design Opportunities

Refer to the Schematic Streetscape Design package for lighting layout.

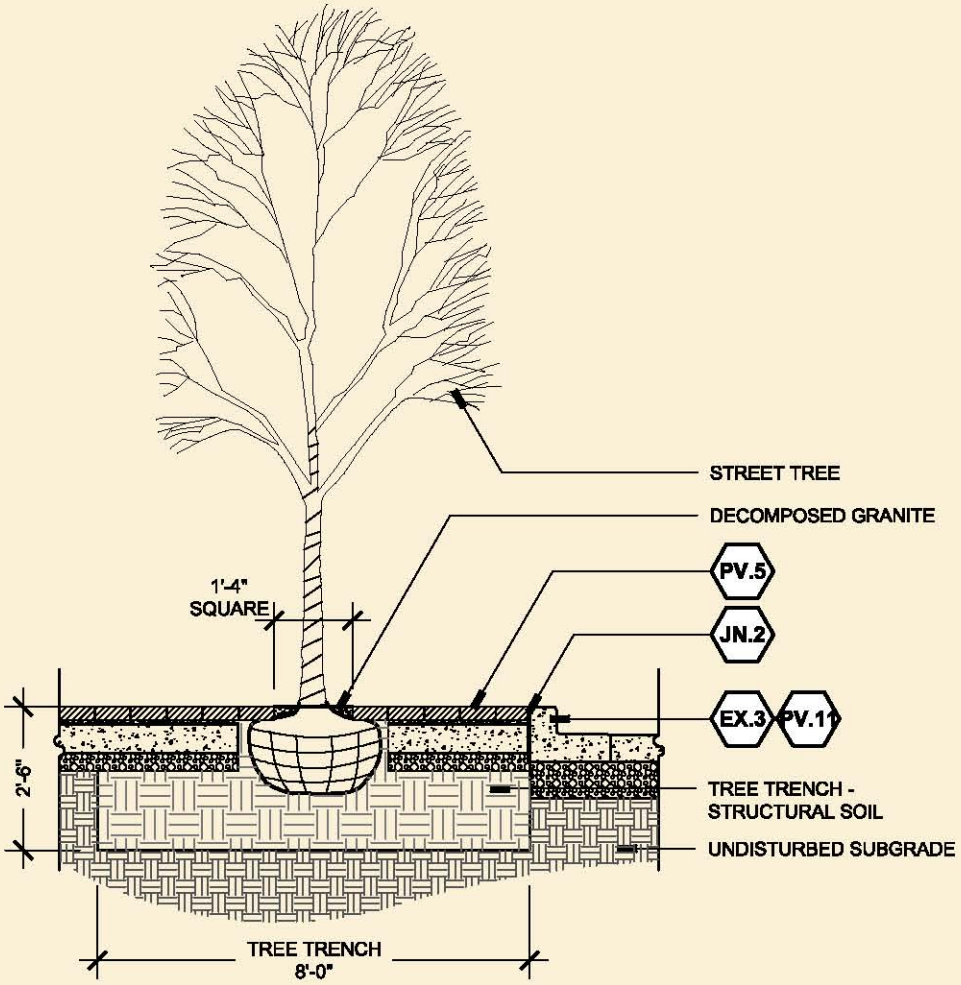
PL.1 Street Tree in Landscape Panel

INTENT

Maintain a consistent landscape panel/tree trench treatment across the 61 acre site. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.



PL.2 Street Tree in Hardscape

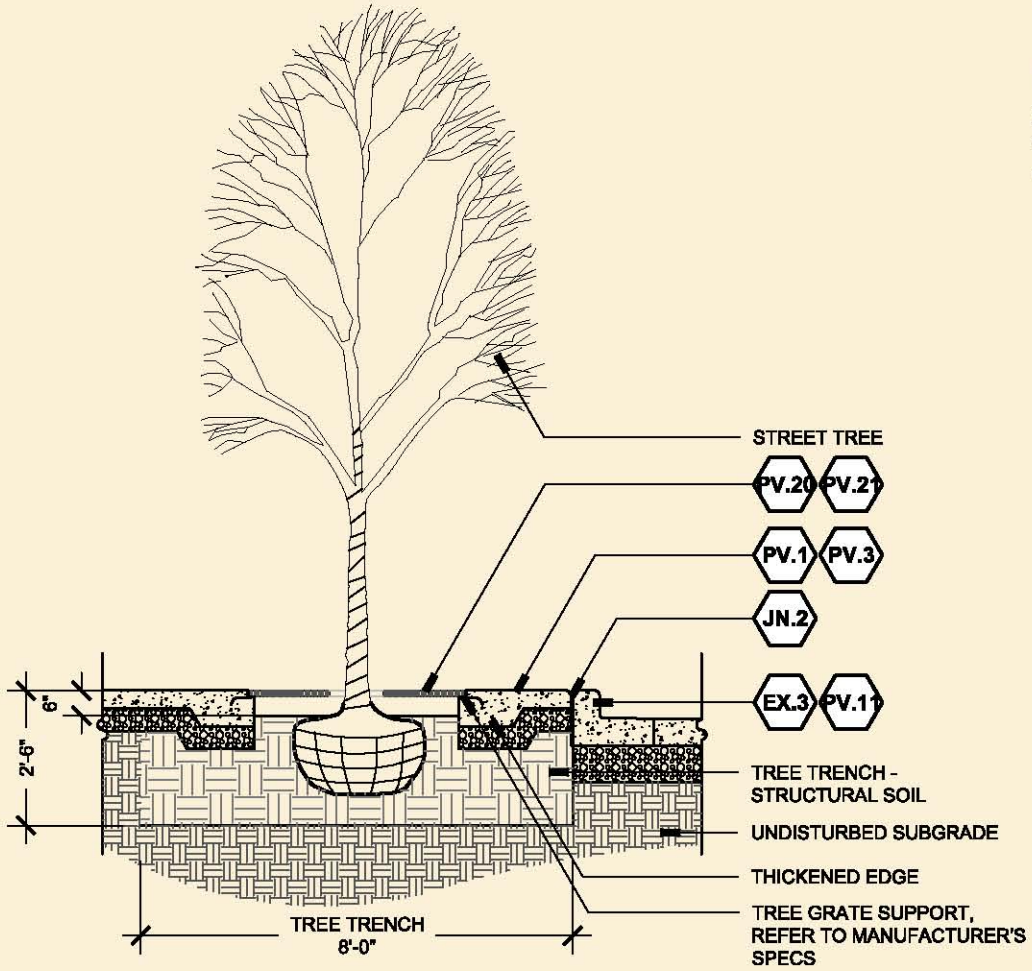


INTENT

Maintain a consistent hardscape/tree trench treatment along the entire Streetscape. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

Street tree in hardscape character image

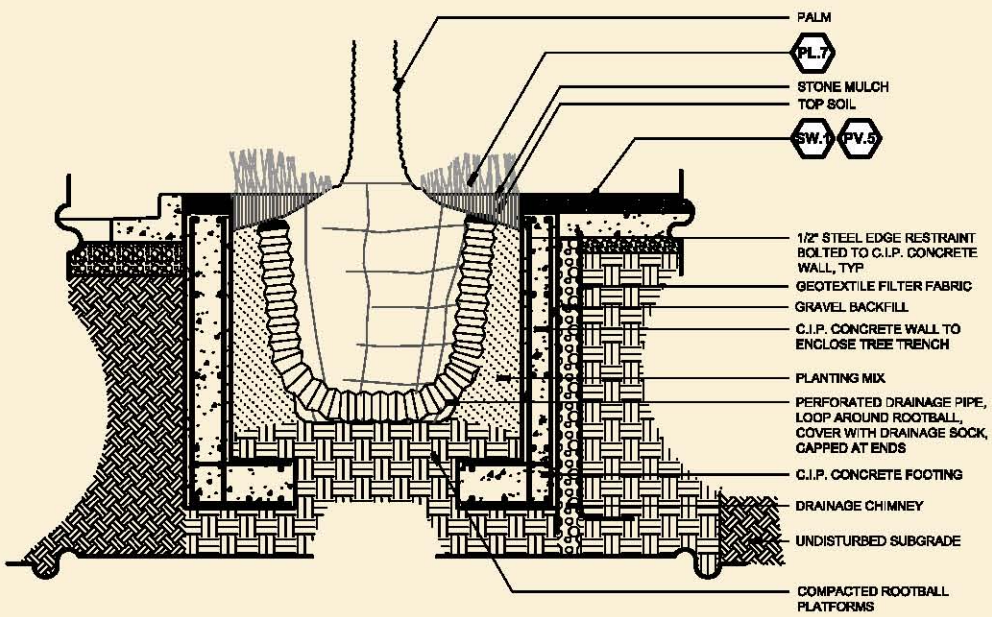
PL.3 Street Tree in Tree Grate



INTENT

Maintain a consistent tree grate/tree trench treatment across the 61 acre site. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

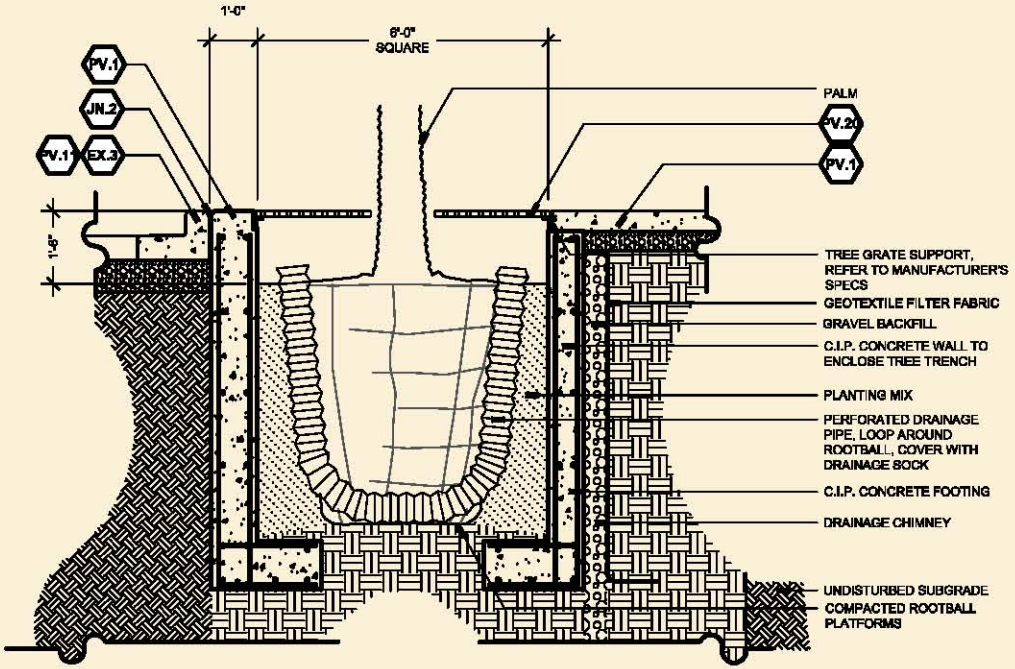
PL.4 Palm in Landscape



INTENT

Maintain a consistent planting treatment throughout the 61 acre site.

PL.5 Palm in Tree Grate



INTENT

Insure palms thrive throughout the 61 acre site. Maintain a walkable surface to the tree trunk.

Note

All palm tree grates on the Promenade are 4' x 6' in size. Cantilever stone paving with steel elbows to achieve 4' dimension.

PL.6 Ground Cover Planting

Note

See Sheet L2-01 and L1-02 of the Schematic Streetscape Design package.

PL.7 Landscape Panel Planting

Note

See Sheet L2-01 of the Schematic Streetscape Design package.

PL.8 Tree Trench

Note

Illustrated in detail PL.1, PL.2, and PL.3.

BF.1 Green Screen

INTENT

Provide solar protection, wind mitigation, visual screening and garden qualities.

Fixed Design Decisions

MANUFACTURER: Green Screen

Flexible Design Opportunities

Layout of green screens to be determined by project design teams.

Note

Consider using this product line on the south and west sides of seating areas that receive even modest amounts of solar exposure. Refer to page 63 of this document for the conceptual Solar Exposure Analysis. These products should also be used as screening devised throughout the site.

BF.2 Landscape Panel Barrier A

INTENT

Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier across most of the 61 acre site.

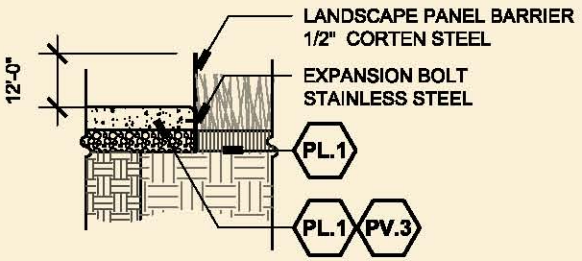
Fixed Design Decisions

MANUFACTURER: Landscape Forms
MODEL: Robert–Santa & Cole
COLOR: Galvanized, if possible
Alternative–Stainless Steel

Flexible Design Opportunities

There are no flexible design opportunities with this element.

BF.3 Landscape Panel Barrier B



INTENT

Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier that highlight and distinguishes Symphony Park.

Fixed Design Decisions

PRODUCT: 1/2" corten steel, sealed with eased edges.

DIMENSION: 12" from finished grade

Flexible Design Opportunities

There are no flexible design opportunities with this element.

Notes

Use this barrier on all Discovery Avenue landscape panels associated with, adjacent to and opposite the central park. The landscape panels opposite the central park on City Parkway should also use this barrier. Refer to the Schematic Design package.

Allow stormwater to enter landscape panel through 1" x 3" scupper holes every 36" along steel barriers facing architecture.

MS.1 Bus Stop—Seating Zone/Shelter

INTENT

Provide a welcoming and comfortable seating zone or shelter at bus stop.

Fixed Design Decisions

Ensure selected shelter is simple and elegant and has a cover.
Consider perforated metal as a translucent yet durable sun/wind break in potential shelter.
Provide space for transit information in shelter.
Possible advertising subject to UPOA approval.
Provide lighting in shelter at five footcandles (preferably supplied by solar PV panels if sun exposure is adequate).
Provide a minimum of one six-foot bench.

Flexible Design Opportunities

Model selection and layout of seating zone/shelter to be determined by project design teams.

Notes

Refer to AR.2—Art Opportunity at Bus Stop

All designs, layouts and products to be approved by Union Park Design Review Committee.

MS.2 Future BRT Station

Work by others

MS.3 Shade Structure

Refer to AR.1 - Art Opportunity at Shade Structure

MS.4 Possible Wind Turbine Zone

INTENT

Possible wind turbines zones are illustrated as potential power sources for streetscape irrigation and lighting. Wind turbines could also act as large vertical sculptural elements marking Union Park entrances and identifying this project as a green development.

MS.5 Union Park Project Signage Zone

INTENT

Provide electrical connection and room for this project signage zone.

AR.1 Art Opportunity at Shade Structure

INTENT

Provide an opportunity for creative expression along the Promenade.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.2 Art Opportunity at Bus Stop Seating/Shelter

INTENT

Provide an opportunity for creative expression throughout the site.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.3 Art Opportunity in Pavement Design

INTENT

Provide an opportunity for creative expression through the use of subtle variations in the pavement design. Consider subtle water and wind erosion patterns when exposing sand/aggregates in the concrete paving.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.4 Art Opportunity with Sculptural Element

INTENT

Provide an opportunity for creative expression throughout the site.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.5 Art Opportunity with Supplemental Seating

INTENT

Provide artful follies throughout the site. Offer alternatives to the base project benches (SF.1).

Fixed Design Decisions

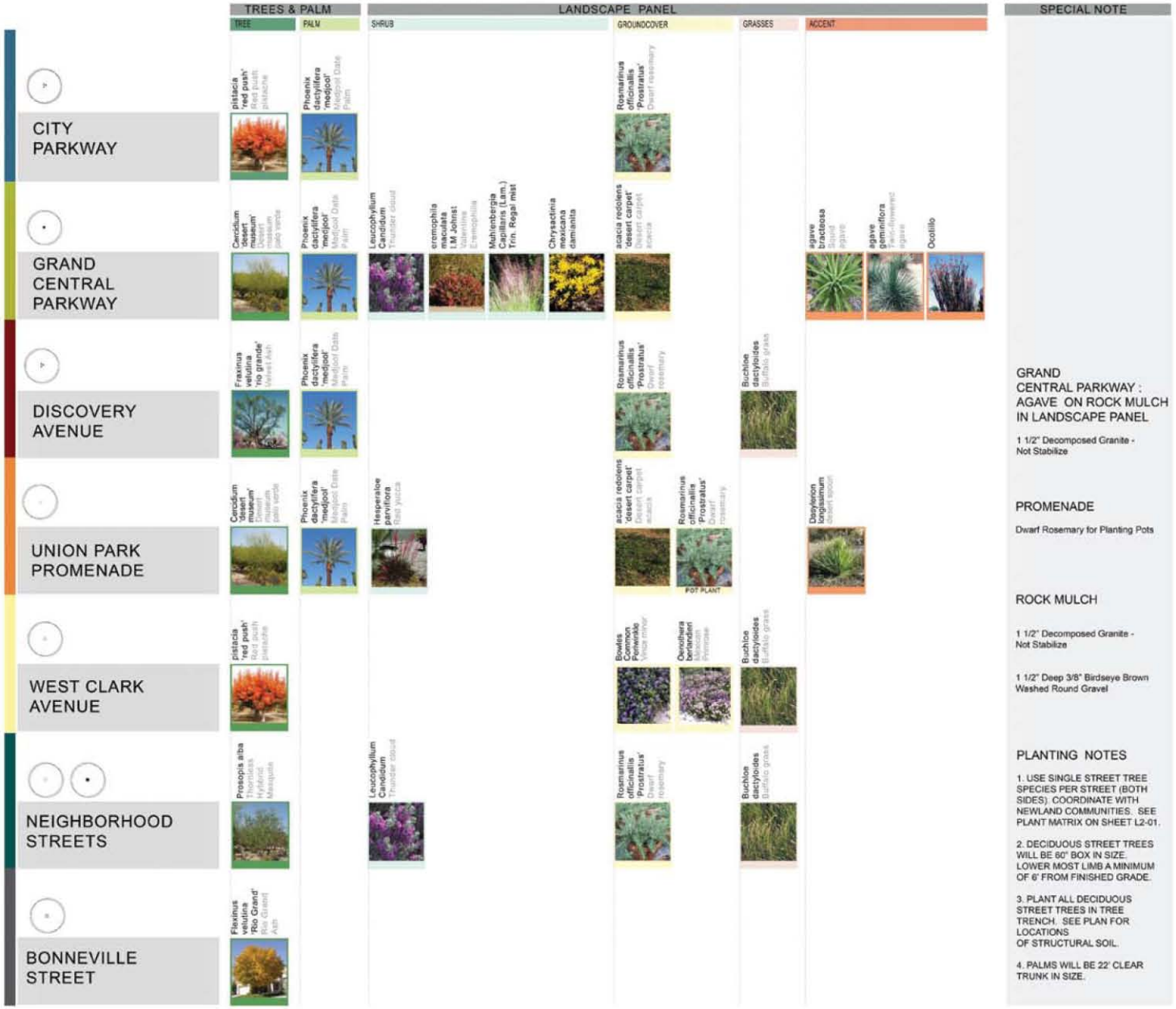
Manufacturer: Escofet

Flexible Design Opportunities

Model selection and layout of supplemental seating to be determined by project design teams.

Note

Consider using artful furnishings adjacent to building lobbies/entrances and around zones identified on the May 15, 2007 Schematic Streetscape Design package. All models to be approved by Union Park Design Review Committee.


TREES & PALM
TREE
PALM
LANDSCAPE PANEL
SHRUB
GROUNDCOVER
GRASSES
ACCENT
SPECIAL NOTE
CITY PARKWAY
GRAND CENTRAL PARKWAY
DISCOVERY AVENUE
UNION PARK PROMENADE
WEST CLARK AVENUE
NEIGHBORHOOD STREETS
BONNEVILLE STREET
pistacia 'red push' Red push pistache
Phoenix dactylifera 'medjool' Medjool Date Palm
Rosmarinus officinalis 'Prostratus' Dwarf rosemary
Cercidium 'desert museum' Desert museum palo verde
Leucophyllum Candidum Thunder cloud
eremophila maculata I.M.Johnst Valentine Eremophila
Muhlenbergia Capillaris (Lam.) Trin. Regal mist
Chrysactinia mexicana damianita
acacia redolens 'desert carpet' Desert carpet acacia
agave Bracteosa Silver agave
agave geminiflora Twin-flowered agave
Ocotillo
Fraxinus velutina 'no grande' Velvet Ash
Buchloe dactyloides Buffalo grass
Hesperaloe parviflora Red yucca
Dasylirion longissimum Mexican Grass
POT PLANT
Boutes Common Periwinkle Vinca minor
Oenothera berlandieri Mexican Primrose
Prosopis alba Thornless Hybrid Mesquite
Fraxinus velutina 'Rio Grand' Rio Grand Ash
GRAND CENTRAL PARKWAY : AGAVE ON ROCK MULCH IN LANDSCAPE PANEL
1 1/2" Decomposed Granite - Not Stabilize
PROMENADE
Dwarf Rosemary for Planting Pots
ROCK MULCH
1 1/2" Decomposed Granite - Not Stabilize
1 1/2" Deep 3/8" Birdseye Brown Washed Round Gravel
PLANTING NOTES
1. USE SINGLE STREET TREE SPECIES PER STREET (BOTH SIDES). COORDINATE WITH NEWLAND COMMUNITIES. SEE PLANT MATRIX ON SHEET L2-01.
2. DECIDUOUS STREET TREES WILL BE 60" BOX IN SIZE. LOWER MOST LIMB A MINIMUM OF 6' FROM FINISHED GRADE.
3. PLANT ALL DECIDUOUS STREET TREES IN TREE TRENCH. SEE PLAN FOR LOCATIONS OF STRUCTURAL SOIL.
4. PALMS WILL BE 22' CLEAR TRUNK IN SIZE.

The standards of this subsection apply to outdoor dining or seating that occurs or is proposed to occur within private sidewalk areas. For the purposes of this subsection, the term "outdoor dining" and "outdoor dining area" refer to dining within the area of a private sidewalk or similar pedestrian area, unless the context refers otherwise.

1. Objective and Intent The objective of establishing the Outdoor Dining Standards is to promote pedestrian-friendly use of private sidewalks and similar pedestrian areas in connection with providing economic opportunities for ground floor retail. The Outdoor Dining Standards have been developed to ensure that the space used for outdoor dining is consistent with the general design of the public right-of-way and to allow for adequate pedestrian circulation. The Outdoor Dining Standards are also intended to guide applicants with the design of outdoor dining areas, establish or enhance an identifiable sense of place, create a comfortable and interesting pedestrian environment, maintain a continuous and visible pedestrian activity between nodes and building anchors, and provide minimum standards for beautification.

2. Standards Outdoor dining may be permitted to take place within a sidewalk area or similar pedestrian area, but only in accordance with the Outdoor Dining Standards.

A. LOCATION Outdoor dining/seating may occur only as an accessory use to an eating establishment and may be permitted only in the private sidewalk or similar pedestrian area immediately adjacent to the front of the establishment. The dining area may not extend beyond the side property boundaries of the abutting property and shall not be located in a manner that interferes with the building ingress and egress as required by the International Building Code (IBC).

Outdoor dining in a private sidewalk or similar pedestrian area may occupy up to two thirds of the total width of the sidewalk or available pedestrian area. In the case of a sidewalk or similar pedestrian area up to fifteen feet wide, there shall remain a minimum pedestrian clearance of six feet. For sidewalks or similar pedestrian areas with a greater width, the minimum pedestrian clearance is eight feet. This minimum clearance area must occur between any outdoor dining and a continuous line that represents where sidewalk or pedestrian obstructions are located.

Such obstructions include without limitation tree planters, landscape planters, street furniture, streetlight poles, utility poles, fire hydrants, signposts, and permitted news racks.

B. BARRIERS Outdoor dining and outdoor seating areas on private property shall have a railing or other similar barrier to define the area and to prevent encroachment onto adjacent properties or rights of way. Barriers shall be a substantial material such as metal fence or masonry wall (with or without landscape planters integrated into it), not flimsy in appearance or performance. Barriers must be aligned in a straight line or parallel with the face of the building. Barriers are subject to approval by the UP-DRC if known before initial building construction and the Union Park Owners Association (UPOA) after initial building construction.

C. SHADE AND WIND PROTECTION Shade covering of areas with an awning or canopy will be addressed on a case-by-case basis by the UP- DRC if known before initial building construction and by the UPOA after initial building construction. Wind protection will also be handled on a case by case basis as with shade covering above, but must be substantial in appearance and performance such as glass or polycarbonate panels.

D. FURNITURE All furnishings within an outdoor dining area shall be movable and made of sturdy, durable and commercial grade material. They shall be designed to complement the design theme of the business. Ordinary plastic lawn chairs and tables and similar furniture are not acceptable.

E. LIGHTING Lighting, when provided, shall be shielded and of low wattage so as to illuminate only the outdoor dining area (ie. a full cutoff fixture) and so as to avoid producing glare that has a negative impact on pedestrian or auto traffic. The design of the light fixtures shall be compatible with the architectural theme of the building and business.

F. MAINTENANCE Outdoor dining areas shall be kept in good state of repair and maintained in a clean, safe and sanitary condition. Any item of furniture or equipment that is broken, rusting, degraded, torn, or tattered shall be removed promptly.

G. MUSIC AND LIVE ENTERTAINMENT Music and Live Entertainment are permitted as an accessory amenity. Any music or entertainment will comply with applicable noise ordinances and standards.

H. ALCOHOLIC BEVERAGE SERVICE Alcoholic beverage service in outdoor seating areas shall conform to LVMC Title 6.

3. Approval Process Outdoor dining and outdoor seating areas on private property require the approval of a Site Development Plan. The approval process shall be listed under Title 19.18.050(F), "Minor Review of Site Development Plans."

Recommended Design Standard: A non-mandatory but important design recommendation, denoted by the words "should" or "is encouraged," as in "the building height should be…."

Required Design Standard: A design requirement which is mandatory, denoted by the word "shall," as in "the building height shall be…."

Build-to Line: A required location for a building face, usually at the back of sidewalk. The building shall not be set back behind that line.

Setback Zone: A width of land usually beginning at the back of sidewalk in which a percentage of the building face can be located instead of at the build-to line.

Design Review: The administrative process by which a development proposal's design is evaluated, critiqued and either approved, denied or modified.

Mixed-Use: Different activities housed in the same building or adjacent to each other. Minimum requirement for mixed use is residential, office and retail/restaurant in the same building or same block.

Waiver: A deviation from the standards and guidelines, which the developer may request, and which will be considered by the Design Review Committee.

High-Albedo: A property of a surface that describes its ability to reflect and reject heat. High albedo surfaces have both a light color (high solar reflectance) and a high emmittance (can reject heat back to the environment).

Active Uses/Active Street Frontages: Ground floor businesses that serve and engage the public and generate pedestrian traffic through retail and restaurant activity rather than closed spaces such as offices, parking and residential uses.

Solar Orientation: The relationship of a building's facades and massing to the movement and exposure to the sun.

Block Face: The street edge of a block bounded by building facades.

Infrastructure: The utilities and public services which are typically placed underground. These may have visible elements which appear at street level.

Right of Way (ROW): The width of a public street or other public way, which is measured from back of sidewalk to back of sidewalk, including the sidewalk, curb, gutter and vehicle travel and parking lanes.

Sustainability: An economic state where the demands placed upon the environment by people and commerce can be met without reducing the capacity of the environment to provide for future generations.

Arcade: A linear, shaded building setback at the street level which has storefronts along its edge. It is shaded by the building mass above, which usually is located at the property line, supported on columns which are located at the property line.

Massing: An element of architectural design which places the spatial volumes of the building in relationship to each other.

Awnings and Canopies: Overhead extensions from the front of a building, over the sidewalk, for the purpose of shading the sidewalk from the sun. They may be fixed or movable, as defined in the guidelines.

Site Furnishings: Individual elements which are placed on a site or a public right-of-way as convenience, aesthetic or safety items, such as benches, light fixtures, trash receptacles, bollards and other similar elements.

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

SUPPLEMENT TO COMMUNITY CHARTER FOR UNION PARK AND DECLARATION OF SHARED PARKING COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION PARK

This SUPPLEMENT TO COMMUNITY CHARTER FOR UNION PARK AND DECLARATION OF SHARED PARKING COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION PARK ("**Declaration**") is made as of _____, 200__, by City Parkway V, Inc., a Nevada corporation ("**Declarant**") with reference to the following:

R E C I T A L S :

A. Declarant, by executing and recording that certain Community Charter for Union Park dated _____ and recorded in the Office of the Recorder of Deeds of Clark County, Nevada on _____ as _____ (as such Community Charter for Union Park may be amended from time to time, the "**Charter**") against the property described in Exhibit "A", has thereby declared that the property described in Exhibit "A" and any additional property made subject to the Charter in the future by amendment or supplement, shall constitute "**Union Park**" as referred to in the Charter.

B. The Charter requires that the Property be developed pursuant to a plan for development of Union Park as is described in the Union Park Design Standards incorporated into Section 19.06.060 of the City of Las Vegas Municipal Code by Bill No. 20006-08, Ordinance No. 5874 and any amendments and restatements thereto adopted by the Council of the City of Las Vegas, Nevada (the "**Master Plan**").

C. The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, performing arts and parking uses.

D. The Charter contemplates that the Declarant may create and record additional covenants, restrictions and easements affecting all or a portion of the Property in the form of a Supplement to the Charter.

E. The Charter also contemplates that certain Service Areas may be created which provide certain services, rights and obligations relative to certain Parcels which are not shared with, provided to or borne by all Parcels.

F. In order to assure that sufficient parking is available within Union Park for UP Invitees, including PAC Invitees, Declarant, by this Declaration, intends to impose on certain Parcels within Union Park restrictions and covenants creating a general plan of sharing of available parking within such Parcels for UP Invitees, including PAC Invitees.

NOW, THEREFORE, Declarant hereby declares that (i) the Parking Parcels and each portion thereof are and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Declaration and the limitations, covenants, conditions and restrictions set forth herein, all of which are equitable servitudes and shall run with the title to the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Parking Parcel or any portion thereof, and their respective heirs, successors and assigns and (ii) this Declaration is intended to be and constitutes a Supplement to the Charter.

ARTICLE I

DEFINITIONS

When the following words and phrases are used in this Declaration, they will have the meanings given in this Article I and be subject to the terms and limitations set forth in such definitions. Capitalized terms not otherwise defined in this Declaration shall have the definition given to them in the Charter.

1.1.1 **After-Hours Reserved Parking**. After-Hours Reserved Parking means no more than twenty-five percent (25%) of all of the parking spaces in all of the Parking Facilities located on a Parking Parcel.

1.1.2 **After-Hours**. After Hours means (i) weekday evenings after 6:00 p.m. until 6:00 a.m., (ii) weekend days and weekend evenings, and (iii) days and evenings of nationally recognized holidays on which national banks are required or permitted to be closed.

1.1.3 **Annexation Declaration**. Annexation Declaration means an instrument by which a Parcel is annexed to this Declaration and the Charter and by such instrument is designated as a Parking Parcel.

1.1.4 **Association**. The Association means Union Park Master Association, Inc., a Nevada nonprofit corporation, its successors and assigns.

1.1.5 **Business Hours**. Business Hours means weekdays after 6:00 a.m. until 6:00 p.m. other than days of nationally recognized holidays observed by the United States Postal Service.

1.1.6 **Charter**. Charter is defined in Recital A hereof.

1.1.7 **City**. City means the City of Las Vegas in the State of Nevada, and its various agencies, departments and divisions.

1.1.8 **Declarant**. Declarant means City Parkway V, Inc., a Nevada corporation.

1.1.9 **Declaration**. Declaration is defined in the preamble hereto.

1.1.10 **PAC Invitees**. PAC Invitees means any person visiting PAC including employees and any persons attending an event at PAC.

1.1.11 **PAC**. PAC means the Performing Arts Center to be constructed within Union Park on the PAC Parcel.

1.1.12 **PAC Lease**. PAC Lease means the ground lease between the City and PAC on which PAC is constructed.

1.1.13 **PAC Parcel**. PAC Parcel means the Parcel shown on Exhibit "C" attached hereto and hereby made a part hereof.

1.1.14 **Parking Parcel**. Parking Parcel means those Parcels initially subject to this Declaration as described in Exhibit "B" attached hereto and those Parcels which are later designated as Parking Parcels by means of an Annexation Declaration being recorded against the same.

1.1.15 **Parking Parcel Owner**. Parking Parcel Owner means the Owner of a Parking Parcel.

1.1.16 **Parking Facility(ies)**. Parking Facility(ies) means those portions of a Parking Parcel other than the Residential Parking Facilities improved for parking use and all related circulation elements, driveways, walkways, elevators, stairwells and landscape areas and related lighting, signage and equipment used in the operation of the such facilities.

1.1.17 **Parking Service Area**. Parking Service Area is defined in Section 3.1.

1.1.18 **Parking Service Area Committee**. Parking Service Area Committee is defined in section 3.1.

1.1.19 **Person**. Person means a natural individual or any entity with the legal right to hold title to real property. When the word "person" is used and is not capitalized, the word only refers to natural persons.

1.1.20 **Property**. Property is defined in Recital A hereto.

1.1.21 **Residential Parking Facility(ies)** means those portions of a Parking Parcel improved for parking use by the residential occupants of a Parking Parcel and all related circulation elements, driveways, walkways, elevators, stairwells and landscape areas and related lighting, signage and equipment used in the operation of the such facilities,

1.1.22 **UP Invitees**. UP Invitees means those persons visiting Union Park for the purpose of utilizing all retail services in Union Park, including without limitation, stores, shops, restaurants, museums and other venues open to the public, (ii) PAC Invitees and (iii) persons attending special/and or public events held in Union Park.

ARTICLE II

SHARED PARKING RIGHTS AND OBLIGATIONS

2.1.1 **Obligations of Parking Parcels**. Declarant hereby grants to each Parcel Owner for the use by UP Invitees a non-exclusive right and easement of use, access, and enjoyment in and to Parking Facilities located on a Parking Parcel. No such rights are granted in connection with any Residential Parking Facilities. Subject to the terms and conditions set forth in this Declaration, each Parking Parcel Owner shall be obligated to provide and make available on its respective Parking Parcel parking within its respective Parking Facilities to UP Invitees as follows:

2.1.2 **Intentionally Omitted.**

2.1.3 **After Hours Use**. All Parking Facilities on a Parking Parcel other than that portion of the Parking Facilities which are designated by the Parking Parcel Owner as After Hours Reserved Parking (which in no event shall exceed twenty-five percent (25%) of the all parking spaces in the Parking Facilities) shall be available for parking by UP Invitees at all times during the After Hours.

2.1.4 **Valet Parking Services**. The use of the Parking Facilities shall include the use thereof by valet or other parking services utilized by other Parcels in connection with the operation of any retail, restaurant, special event or other uses, including PAC events, within Union Park.

2.1.5 **Parking Fees**. Except as provided below in connection with PAC Invitees, each Parking Parcel Owner shall have the right to charge market rate parking fees for any uses by UP Invitees pursuant to Sections 2.1.1 and 2.1.3. Each Parking Parcel Owner shall be responsible at its cost and expense for collection of parking fees.

2.2 **PAC Parking**. As part of the Master Plan, the PAC Parcel shall provide only a limited amount of parking onsite to the PAC Parcel and the PAC Invitees will be parking offsite to the PAC Parcel. PAC Invitees are UP Invitees with all parking rights provided to UP Invitees pursuant to Sections 2.1.1 and 2.1.3 above. PAC also has the right under the PAC Lease for free parking within Union Park for a period of time specified in the PAC Lease. As a Parking Parcel is annexed to the Charter and this Declaration, the Annexation Declaration shall set forth the following matters:

(a) The agreement of the City for the amount and method for reimbursement of the Parking Parcel Owner by the City for the period of free parking by PAC Invitees in the Parking Facilities of the Parking Parcel being so annexed to this Declaration and Charter.

(b) The Agreement of the respective Parking Parcel Owner and City as to (i) the time that City's obligation to so reimburse the Parking Parcel Owner expires, (ii) the fees to be charged PAC Invitees thereafter and (iii) the method of collection of such fees by the Parking Parcel Owner.

The reimbursement obligation between a Parking Parcel Owner and the City shall be an obligation solely between the Parking Parcel Owner and the City and shall not be part of the Parking Service Area purview or jurisdiction or in anyway an obligation of the Association to enforce on behalf of a Parking Parcel Owner.

2.3 **UP Invitees' Use**. All use of Parking Facilities by UP Invitees shall be on a revocable license only and any use by a UP Invitee shall not extend beyond the expiration of the After Hours during which a UP Invitee entered a Parking Facility. Any violators may be towed by the Parking Parcel Owner at the expense of the violating UP Invitee.

2.4 **Repair and Maintenance of Parking Facilities**. Each Parking Parcel Owner shall keep its respective Parking Facilities on good condition and operating condition at its sole cost and expense and as required by the Governing Documents. Such obligation shall be performed by each Parking Parcel Owner to the standard of the Community Wide Standard. A Parking Garage Owner shall have the right to close portions of its respective Parking Facilities as is commercially reasonable to complete any repairs and/or maintenance to such Parking Facilities. Each Parking Garage Owner shall use its commercially reasonable efforts to limit the extent and duration of any such closure.

2.5 **Risk of Loss and Security**.

2.5.1 **Risk of Loss**. Each Parking Garage Owner shall operate its respective Parking Facilities at its own cost and expense and shall bear solely the risk of loss, cost and expense resulting by any use of such Parking Facilities by an UP Invitee, including, without limitation, any claims by an UP Invitee for bodily damage of property damage, any costs to tow or otherwise remove a vehicle, or any damage to the Parking Facilities or to any other Improvements on a Parking Parcel. Each Parking Parcel Owner hereby agrees not to bring any claim or cause of action against, and hereby releases from and waives any liability on the part of, the Declarant, the Founder, the Association and the City (or any Person that controls, is controlled by, or is under common control with the Declarant, the Founder, the Association and the City and any Person that is an owner, a member, a partner, a joint venture partner, or a shareholder of the Declarant, the Founder, the Association and the City Founder) in connection with any loss or damage incurred by a Parking Garage Owner as a result of use of the its Parking Facilities by an UP Invitee. Each Parking Parcel Owner shall maintain all insurance required by the Charter and any liability insurance coverage required by the Charter shall include the Parking Parcel Owner's activities under this Declaration. Each Parking Parcel Owner shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Declarant, the Founder, the Association and the City (or any Person that controls, is controlled by, or is under common

control with the Declarant, the Founder, the Association and the City and any Person that is an owner, a member, a partner, a joint venture partner, or a shareholder of the Declarant, the Founder, the Association and the City Founder) and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, including any claims relating to or in connection with any loss or damage incurred by a Parking Garage Owner or a UP Invitee as a result of use of the its Parking Facilities by an UP Invitee.

2.5.2 **Security**. The level and nature of security provided by a Parking Parcel Owner to its respective Parking Facilities shall be at its individual discretion and determination. Each Parking Parcel Owner shall have the right to employ such security methods and towing arrangements as it deems fit to remove any individuals it deems a security risk and to remove any vehicles which are in violation of the terms and conditions of the use of the Parking Facilities. Each Parking Parcel Owner shall have the right to prevent entry of or remove any user of its Parking Facilities that the Parking Garage Owner deems to be a security risk or a disturbance to the operations of its building. Such rights shall include the right to have towed vehicles of such users at the sole cost and expense of such users. The Association, the Declarant, the Founder, the City or any other agency of the City shall not be required to provide any security services to any Parking Facilities and each Parking Parcel Owner waives any claim or other right to require such security services.

ARTICLE III

PARKING SERVICE AREA

3.1 **Creation of Parking Service Area**. The Charter authorizes the creation of Service Areas for the provisions of services which are unique to some Parcels but not to all Parcels. This Declaration hereby creates pursuant to the Charter a Service Area which is to be known as the "Parking Service Area". All Parking Parcels are hereby assigned pursuant to the Charter to the Parking Service Area. A Service Area Committee may also be appointed pursuant to the Charter in to oversee the Parking Service Area which Service Area Parking Service Area will be entitled as the "Parking Service Area Committee". The purpose of the Parking Service Area is to provide coordination and oversight and administration to the use of the Parking Facilities, including, without limitation, the following:

3.1.1 **Coordination**. The Association will provide coordination to various operations of the Parking Facilities pursuant to this Agreement such as notification to the Parking Garage Owners of higher than normal parking demand by UP Invitees, including PAC events.

3.1.2 **Fee Collection**. The Association shall attempt to facilitate and coordinate the parking fee collection systems and procedures within the Parking Facilities in order to permit maximum flexibility of use by all UP Invitees.

3.1.3 **Facilitator**. The Association will coordinate regular meetings with the Parking Parcel Owners such that the Parking Parcel Owners may address various issues relating to the Parking Service Area. In connection therewith the Association may engage a Person to interface and coordinate the Parking Service Area.

3.1.4 **Rules and Regulations**. The Association shall have the right to adopt reasonable rules and regulations governing the Parking Service Area which shall be reviewed and approved by the Parking Service Committee.

3.1.5 **Parking Service Area Committee**. The Association shall create a Service Area Committee under the Charter to act as the Parking service Area Committee and shall delegate its oversight of the Parking Service Area Committee.

3.2 **Service Area Expense and Assessment**. All expenses of the Association incurred in connection with the Parking Service Area shall be treated as Service Area Expenses of the Parking Service Area and shall be assessed against the Parcels within the Parking Service Area as Service Area Assessment.

ARTICLE IV

COMPLIANCE AND ENFORCEMENT

The terms and conditions of this Declaration shall be enforceable by the association pursuant to the terms and conditions of the Charter, including, without limitation, "Chapter 8 – Compliance and Enforcement" of the Charter.

ARTICLE V

GENERAL

This Declaration is intended to be a Supplement to the Charter and therefore shall be part of the Governing Documents and subject to all of the terms and conditions of the Charter. In the event of any conflicts between this Declaration and the other Governing Documents, such conflicts shall be resolve as set forth in Chapter 1 of the Charter.

"DECLARANT"

CITY PARKWAY V, INC., a Nevada corporation

By: _____

Title: _____

EXHIBIT A

UNION PARK

EXHIBIT B

INITIAL BURDENED LOT

EXHIBIT C

PAC PARCEL

APN NO: _____

WHEN RECORDED, MAIL TO:
CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

PRIVATE ROADWAY CONSTRUCTION AGREEMENT

THIS PRIVATE ROADWAY CONSTRUCTION AGREEMENT ("**Agreement**") is made as of the ___day of _____, 20__ ("**Effective Date**") by and between **Palmer City-Core Union Park Hotel, LLC**, a Nevada limited liability company ("**Palmer**") and _____, a _____ ("**Parcel F Owner**"). (Palmer and Parcel F Owner are sometimes herein referred to each individually as a "**Party**", collectively as the "**Parties**".)

R E C I T A L S :

A. Charter Declarant, by executing and recording that certain Charter for Symphony Park recorded in the Office of the Recorder of Deeds of Clark County, Nevada on December 16, 2009 in Book 20091216 as Instrument No. 00606 (as such Charter for Symphony Park may be amended from time to time, the "**Charter**") against the property described in Exhibit "A", has thereby declared that the property described in Exhibit "A" and any additional property made subject to the Charter in the future by amendment or supplement, shall constitute "**Symphony Park**" as referred to in the Charter.

B. Charter Declarant and Palmer entered into that certain Disposition and Development Agreement ("**DDA**") on the ___ day of _____, 2008, as amended from time to time, whereby Charter Declarant agreed to sell to Palmer and Palmer agreed to purchase from Charter Declarant certain real property comprising of approximately one hundred thirty-four thousand five hundred forty-one (134,541) gross square feet located within Symphony Park and more particularly described on Exhibit "B" attached hereto ("**Parcel G**").

C. Parcel F Owner is, as of the date of this Agreement, the owner in fee simple of certain real property adjoining Parcel G and comprising approximately _____ (_____) gross square feet located in Symphony Park and more particularly described on Exhibit "C" attached hereto ("**Parcel F**").

D. The Charter requires that the Parcels be developed pursuant to a plan for development of Symphony Park as is described in the Union Park Design Standards incorporated into Section 19.06.060 of the City of Las Vegas Municipal Code by Bill No. 20006-08, Ordinance No. 5874 and any amendments and restatements thereto adopted by the Council of the City of Las Vegas, Nevada (the "**Master Plan**").

E. The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, performing arts and parking uses.

F. The Charter contemplates that the Charter Declarant may create and record additional covenants, restrictions and easements affecting all or a portion of the Property in the form of a Supplement to the Charter.

G. The parties desire to establish a means by which the Roadway can be constructed and maintained efficiently and economically.

H. The Parties desire to assign the responsibility for supervising, entering into and administering contracts for the construction of the Roadway to the first Party to commence any construction on its Parcel and for the Parties to pay an equal amount of the approved costs associated with the Roadway Construction.

I. The Parties and Charter Declarant mutually desire that the Symphony Park Master Association, Inc., a Nevada nonprofit corporation (the "**Association**") be responsible for the repair and maintenance of the Roadway and that certain reciprocal ingress and egress easements be granted pursuant to that certain Supplement to Charter for Symphony Park Relating to Construction and Operation of a Private Roadway, dated _____ and entered into concurrently with this Agreement (the "**Supplement**"), a true and correct copy of which is attached as Exhibit "D".

NOW, THEREFORE, the Parties hereby declare that the Parcels and each portion thereof is and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Agreement and the limitations, covenants, conditions and restrictions set forth herein, all of which are equitable servitudes and shall run with the title to the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Parcels or any portion thereof, and their respective heirs, successors and assigns.

1. DEFINITIONS

When the following words and phrases are used in this Agreement, they will have the meanings given in this Section 1 and be subject to the terms and limitations set forth in such definitions. Capitalized terms not otherwise defined in this Agreement shall have the definition given to them in the Charter.

"Additional Pre-Construction Costs" is defined in Section 3 hereof.

"Association" is defined in Recital I hereof.

"Charter" is defined in Recital A hereof.

"City" means the City of Las Vegas in the State of Nevada, and its various agencies, departments and divisions.

"Charter Declarant" means City Parkway V, Inc., a Nevada corporation.

"Construction Disbursement Account" is defined in Section 3 hereof.

"Construction Election Date" is defined in Section 2.4 hereof.

"Construction Schedule" is defined in Section 2.1 hereof.

"DDA" is defined in Recital B hereof.

"Delinquent Amount" is defined in Section 4 hereof.

"Dispute" is defined in Section 13 hereof.

"Design Standards" means the Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.

"Lien Holder" is defined in Section 4 hereof.

"Master Plan" is defined in Recital D hereof.

"Palmer" is defined in the first paragraph of this Agreement.

"Parcel F" is defined in Recital C hereof.

"Parcel F Owner" is defined in the first paragraph of this Agreement.

"Parcel G" is defined in Recital B hereof.

"Parcel(s)" means Parcel F and/or Parcel G, as applicable.

"Party(ies)" means Palmer and/or Parcel F Owner.

"Performance Standards" is defined in Section 2.2 hereof.

"Person" means a natural individual or any entity with the legal right to hold title to real property. When the word "person" is used and is not capitalized, the word only refers to natural persons.

"Pre-Construction Budget" is defined in Section 3 hereof.

"Pre-Construction Costs" is defined in Section 3 hereof.

"Requirements" is defined in Section 2.3 hereof.

"Roadway" means a private roadway to be located in equal proportion on Parcel F and Parcel G consisting of the area from back of curb on one parcel to back of curb on adjoining parcel.

"Roadway Construction" is defined in Section 2.2 hereof.

"Supervising Party" is defined in Section 2.1 hereof.

"Supplement" is defined in Recital I hereof.

"Symphony Park" is defined in Recital A hereof.

2. ROADWAY CONSTRUCTION

2.1. ELECTION TO COMMENCE CONSTRUCTION ON PARCEL

The Parties agree that the Party first commencing construction on its respective Parcel will be obligated to construct the Roadway pursuant to the terms and conditions contained herein. Such Party first commencing construction on its respective Parcel is referred to herein as the "**Supervising Party**". Notwithstanding the foregoing, in the event that both Parties commence construction on their respective Parcels on the same date, and both Parties desire to act as the Supervising Party, the Party that first obtained record title to its respective Parcel shall be deemed the Supervising Party. At such time as the Supervising Party is prepared to commence construction on its Parcel, the Supervising Party shall deliver written notice of such election of such election not less than ten (10) days prior to the commencement of such construction (the "**Construction Election Date**"). Upon the Construction Election Date, the Supervising Party shall, without the necessity of any additional documentation, become responsible for the supervising, entering into and administering contracts for the development of the Roadway Construction, and obtaining permits for the same, all to be performed in the Supervising Party's sole discretion and without necessity of obtaining approvals or providing notifications to any other Party hereto, except as specifically set forth in this Agreement, all on and subject to, the terms and conditions contained herein. Each party agrees to appoint a lead representative within ten (10) days following the Construction Election Date to represent it in all of its dealings with the other Party relating to the implementation and enforcement of this Agreement. The Parties' lead representatives shall meet on at least a monthly basis. The Supervising Party shall be required to keep the other Party regularly informed and updated on the status of the Roadway Construction, including the design, permitting and entitlements for the same.

2.2. CONSTRUCTION OF ROADWAY

In connection with the design, installation and construction of the private roadway ("**Roadway**") to be located in equal proportion of Parcel F and Parcel G, the Parties have decided to facilitate the construction of the Roadway (the "**Roadway Construction**") as follows:

(a) The Parties agree, in accordance with Section 3 below, to share equally in all of the approved costs of the design, installation, and construction of the Roadway as such Roadway Construction is more particularly described in Exhibit "E" attached hereto and incorporated by this reference ("**Performance Standards**").

(b) The Parties and the Association agree, in accordance with Section 3 below, that unless Parcel F Owner has otherwise agreed in writing to pay for such costs on or before the Construction Election Date, the Association shall pay for all of Parcel F Owner's share of the approved costs of the design, installation, and construction of the Roadway in accordance with the Performance Standards and such costs shall in no event be passed through to Palmer in the form of an assessment or otherwise.

(c) The Parties agree that as of the Construction Election Date, the Supervising Party shall be responsible for providing the other Party estimates, information and adequate details regarding the Roadway Construction and such Party shall also be responsible for entering into and administering contracts for the development of the Roadway Construction, to be performed in the Supervising Party's sole discretion and without necessity of obtaining

approvals or providing notifications to any other Party hereto, except as specifically set forth in this Agreement.

(d) The Supervising Party shall exercise its best efforts to cause the Roadway Construction to be completed prior to obtaining a certificate of occupancy for its respective Parcel.

(e) The final design plans for the Roadway and Roadway Construction shall be approved in writing by the Parties and shall be in compliance with the Design Standards in all material respects.

(f) Each Party shall bear the exclusive responsibility for all design, installation, and construction for all areas of their respective Parcels located behind the back of the curb and as more particularly described in a survey for Parcel F and Parcel G.

(g) All design costs shall be paid by the Parties equally based upon invoices received from contractor and each must pay their equal share in accordance with Section 3 below.

(h) Following the completion of the Roadway Construction, the Association shall be solely responsible for the maintenance and repair of the Roadway pursuant to the attached Supplement and all cost associated therewith.

2.3. CONTRACTORS AND QUALITY OF WORK

The Supervising Party shall make best commercially reasonable efforts to cause three (3) bids to be submitted from a list of licensed contractors reasonably approved by the Parties for each of the design, installation and construction of the Roadway and the Supervising Party shall provide evidence of such efforts upon written request by the other Party. The Supervising Party shall provide to the other Party for its review and approval all submitted bid packages. The contracts shall be awarded to the contractors for each of the design, installation and construction, who provided the lowest qualified bids, unless one of the other contractors is agreed upon in writing by both of the Parties. The Supervising Party shall retain only reputable licensed, bonded and fully insured Nevada contractors for the design, installation, and construction of the Roadway. All construction contracts and subcontracts, and supply and material contracts, shall be in the form of AIA contracts with a Guaranteed Maximum Price, shall be approved by both Parties in form and substance, shall separately itemize, including price, the various components of the Roadway Construction to be constructed by such contractor, and shall transfer and assign any and all warranties concerning the Roadway Construction to both of the Parties and the Association upon completion. All construction contracts shall require the contractors to carry customary and comprehensive course of construction insurance and such other policies of insurance agreed to by the Parties. All construction contracts shall provide that the Roadway Construction shall be constructed in a good and workmanlike manner, in accordance with Exhibit "E", and in a manner which complies with the Design Guidelines, the Charter and the Supplement, and satisfies any applicable state and local laws, ordinances, regulations and requirements pertaining to private rights-of-way (collectively, the "**Requirements**"). Any modification to the Roadway Construction which would either result in a material increase the cost of the Roadway Construction or materially change the design of the Roadway or the scope of the Roadway Construction shall require the approval of both Parties and the construction contracts shall provide for such joint approval requirement. The construction contracts shall provide for the ability of the non-Supervising Party to replace the Supervising Party as a party to the construction contracts in the event of the initial Supervising Party fails to perform its duties as required by this Agreement and in accordance with Section 5 below provided that written notice has been provided to the Supervising Party and the thirty (30) day cure period has expired pursuant to Section 5 below.

2.4. SCHEDULE, APPROVALS AND PERMITS

All construction contracts shall provide that the Roadway Construction shall be constructed as nearly as practicable in accordance with a construction schedule (the "**Construction Schedule**") which shall be approved by the Parties. The Supervising Party shall use best commercially reasonable efforts to process and pursue all applications for, and obtain, all permits, approvals and other entitlements from applicable governmental authorities and agencies which are necessary and/or appropriate for the Roadway Construction and the non-Supervising Party shall reasonably cooperate with the Supervising Party in connection with the same. The reasonable costs incurred by the Supervising Party in applying for, and obtaining, all permits, approvals and other entitlements from applicable governmental authorities and agencies which are necessary and/or appropriate for the Roadway Construction, including reasonable third-party costs and legal fees for any disputes arising from the entitlement process, but specifically excluding any other legal fees, administrative charges or overhead of the Supervising Party, shall be shared equally by the Parties in accordance with Section 3 below.

2.5. INSPECTIONS AND COMPLETION

The Supervising Party shall conduct periodic inspections of the progress on the Roadway Construction as is reasonably necessary to monitor the compliance thereof with the Construction Schedule, Exhibit B and the Requirements. Upon substantial completion of the Roadway Construction, the Supervising Party shall (i) conduct a thorough inspection of the work and shall supervise the prompt correction of any observed deficiencies, and (ii) file and record a Notice of Completion in accordance with the Nevada Revised Statutes.

3. SHARING OF COSTS; CONSTRUCTION DISBURSEMENT ACCOUNT

The Parties agree to share equally in all approved costs of the design, installation and construction of the Roadway. Within thirty (30) days following the Construction Election Date, the Supervising Party shall submit to the other Party for its approval a preliminary budget (the "**Pre-Construction Budget**"), detailing the anticipated costs (the "**Pre-Construction Costs**") to be incurred prior to the commencement of the Roadway Construction in connection with the design, permitting and entitlements of the Roadway. Each Party shall be required to each fund fifty percent (50%) of such Pre-Construction Costs into the Construction Disbursement Account within fifteen (15) days after finalization of the Pre-Construction Budget. Following the finalization of the Pre-Construction Budget, in the event the Supervising Party reasonably determines that Pre-Construction Costs will exceed the Pre-Construction Budget, the Supervising Party shall submit to the other Party for its reasonable approval, reasonable documentation evidencing such additional Pre-Construction Costs (the "**Additional Pre-Construction Costs**"). Within fifteen (15) days of the Supervising Party's submittal of the aforementioned documentation, the Parties shall agree to the amount of such additional Pre-Construction Costs and within five (5) days thereafter, each Party shall be required to fund fifty percent (50%) of such approved Pre-Construction Costs. In the event that the non-Supervising Party does not respond to the Supervising Party's submission of the Pre-Construction Budget or Additional Pre-Construction Costs within fifteen (15) days of its respective submittal, the Pre-Construction Budget or Additional Pre-Construction Costs, respectively, shall be deemed approved.

Upon approval of the Pre-Construction Budget, the Supervising Party shall cause a construction disbursement account to be opened and utilized in the course of making required payments to contractors for each of the design, installation, and construction of the Roadway (the "**Construction Disbursement Account**"). Each Party shall be required to fund fifty percent (50%) of such costs within

fifteen (15) days after approval of the Pre-Construction Budget and within fifteen (15) days after the execution of the construction contracts for the Roadway.

Within thirty (30) days following the completion of the Roadway Construction and the obtaining of final and complete lien releases in connection with the Roadway Construction, the Supervising Party shall distribute any excess funds remaining in the Construction Disbursement Account and/or any excess funds which were contributed by the Parties to pay for Pre-Construction Costs to each of the Parties on a 50-50 basis.

4. FAILURE TO PAY

Should any Party fail to timely pay an amount due (the "**Delinquent Amount**") pursuant to this Agreement, such Party shall be in default hereof. If such defaulting Party has not paid the Delinquent Amount within five (5) business days after written notice of default, the other Party may, but shall not be required to, advance said funds on the defaulting Party's behalf. Any such advance shall be a loan to the defaulting Party bearing interest at the lesser of six percent (6%) above the prime rate (as published in the Wall Street Journal, or similar publication if the Wall Street Journal ceases to be published) or eighteen percent (18%). The unpaid amounts with interest as aforesaid shall become a lien against the defaulting Party's Parcel in favor of the other Party ("**Lien Holder**") who advanced the funds. If a defaulting Party fails to repay any such loan within thirty (30) days after the funds were advanced, the Lien Holder may then bring an action at law or in equity against the defaulting Party or foreclose the lien against the defaulting Party's Parcel. Any lien so created shall also secure reasonable attorneys' fees and all court costs and other reasonable costs incurred by the Lien Holder incident to the enforcement of such lien, the collection of the loan and/or the preservation of the collateral. Such lien may be enforced in any manner permitted by law. No lien created pursuant to this Section 4 shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value.

5. STANDARD OF CARE OF SUPERVISING PARTY; EXCULPATION

In carrying out its responsibilities as the Supervising Party under this Agreement, the Supervising Party shall at all times administer and supervise the Roadway Construction in a professional, competent and commercially reasonable manner. In the event the Supervising Party fails to adhere to the foregoing standard, or otherwise fails to carry out its responsibilities under this Agreement as the Supervising Party, such failure shall be deemed a default of this Agreement.

In the event of a default of Supervising Party's obligations under this Agreement, in addition to all other remedies available to it under this Agreement or at law or in equity, the non-Supervising Party may, following written notice to Supervising Party of the specific default and permitting Supervising Party thirty (30) days to cure such default or such longer period as reasonably necessary, so long as it has commenced to cure the default within such thirty (30) day period, substitute itself as the Supervising Party and become responsible for the administration and supervision of the remainder of the Roadway Construction. In the event the non-Supervising Party elects to substitute itself as the Supervising Party under this Agreement following the aforementioned notice and cure period, the defaulting Supervising Party shall cooperate with the default in the turnover of the Supervising Party's responsibilities.

Notwithstanding the foregoing, the Supervising Party shall not be held liable and shall not be responsible for the negligence or willful misconduct of any contractor, subcontractor or other third-party in connection with the Roadway Construction.

6. INSURANCE

During the course of the Roadway Construction, the Parties shall be responsible for obtaining and maintaining adequate general liability insurance (with coverage of not less than $2,000,000.00) for their respective Parcels. The Parties agree to name each other, Association and Charter Declarant as additional insureds under the Parties respective general liability insurance policy.

7. INDEMNITY AND MUTUAL RELEASE

Except for injuries, death, losses, damages, or other liability attributable to the gross negligence or intentionally misconduct of a Party, its agents, or employees, each Party agrees to indemnify the other Party for all claims (including third party claims), losses, damages, expenses (including reasonable attorney fees), penalties and changes, including but not limited to property damages and bodily injury claims (collectively "Claims") arising out of any Roadway Construction undertaken on the indemnifying Party's Parcel. To the extent it is legally possible, each Party on behalf of itself and without affecting the coverage provided by any insurance, hereby releases and waives any right to recover against the other Party for any liability for (a) damages for injury to or death of persons, (b) any loss or damage to property, (c) any loss or damage buildings or other improvements or the contents thereof, or (d) Claims arising by reason of any of the foregoing, to the extent that such damages and/or Claims are covered by insurance actually carried by or on behalf of each Party. The provisions of this Section 7 are intended to restrict each party (to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

8. COVENANTS RUNNING WITH THE LAND

All of the covenants, obligations and agreements of the Parties contained herein shall be covenants running with the land, benefiting and burdening, as applicable, Parcel F and Parcel G, and shall be binding upon the Parties and their respective successors and assigns who acquire fee title to any portion of the either Parcel; provided, however, that in the case of any portion of Parcel F or Parcel G which may be developed for residential or mixed residential/commercial use, only the common elements of such Parcel shall be bound by the agreements, obligations and covenants contained herein. Any Party accepting a deed to any portion of Parcel F and Parcel G shall be irrebuttably presumed to have agreed to be bound by each agreement, obligation and/or covenant contained herein.

9. LIENS

No Party shall permit any mechanics' or materialmen's or similar liens for labor or materials performed or delivered in connection with the Roadway Construction to stand against Parcel F or Parcel G or any portion thereof. In the event that any such lien is filed, the Party responsible for such lien shall immediately upon becoming or being made aware of such lien, notify the other Parties, and cooperate with the party who filed such a lien, to cause such lien to be removed as an encumbrance or diligently contest such lien and provide to the other Party a statutory bond issued pursuant to, and in the form of the bond called for by, NRS Sections 108.2415 to 108.2425, inclusive. It is hereby acknowledged and agreed that unless the lien was filed in connection with the performance of work and/or materials solely benefiting one Party responsible for such lien, the costs involved in removing and/or bonding around such lien shall be shared equally by both Parties.

10. GRANT OF TEMPORARY LICENSE

The Parties hereby agree extend a temporary license, with the right of ingress and egress over the other's Parcel for the limited purpose of facilitating the completion of the Roadway Construction, to the Party who has the responsibility for entering into and administering contracts for the construction of the Roadway Construction. Notwithstanding the foregoing, such temporary license shall only extend over the portion of the respective Parcel which the Parties have previously agreed in necessary for facilitate the completion of the Roadway Construction. The Parties hereby acknowledge and agree that the temporary license shall terminate upon the completion of the Roadway Construction.

11. AMENDMENT

This Agreement may be amended from time to time only by a writing executed by all of the Parties and approved by both the Charter Declarant and the Association.

12. NOTICES

Any notices, consents, offers, acceptances, elections, demands and other communications required or provided by this Agreement shall be in writing and shall be deemed to have been made or given only as follows: (a) when hand delivered, (b) one (1) business day after delivery to a nationally recognized overnight courier service for next business day delivery, or (c) when received by confirmed facsimile transmission, in all cases addressed to the Parties at their respective addresses as follows:

Charter Declarant:	City Parkway V, Inc. _____ _____ Attention: _____ Telephone: (___) ___-____ Fax: (___) ___-____
with a copy to:	Rosenfeld Roberson Johns & Durrant 6725 Via Austi Parkway, Suite 200 Las Vegas, Nevada 89119 Attention: Michael C. Niarchos, Esq. Telephone: (702) 386-8637 Fax: (702) 385-3025
Palmer City-Core Union Park Hotel, LLC:	Palmer City-Core Union Park Hotel, LLC _____ _____ Attention: Richard H. Kaufman Telephone: (___) ___-____ Fax: (___) ___-____

with a copy to: Hanson Bridgett LLP
425 Market Street, 26th Floor
Attention: Scott Smith
Telephone (415) 995-5892
Fax: (415) 995-3493

Parcel F Owner:: _____
_____
_____
Attention: _____
Telephone: ( )___ -_____
Fax: ( ) ____-_____

The address of each of the Parties shall for all purposes be as set forth above, unless otherwise changed by the applicable Party by notice to the other as provided herein pursuant to this Section 12.

13. DEFAULT/REMEDIES/DISPUTE RESOLUTION.

13.1. For purposes of this Agreement, a "default" of a Party shall mean the failure of a Party to abide by any term, covenant, or provision of this Agreement which is not cured within thirty (30) days after the defaulting Party receives written notice from the other Party of the default (which notice shall specify the particulars of such default), or, in the case of a default reasonably requiring more than thirty (30) days to cure, not cured within a reasonable time after the giving of such notice, provided that the curing of the default is commenced within the thirty (30) day period after the non-defaulting Party gives the defaulting Party notice of such default and is diligently prosecuted to completion thereafter. Upon the occurrence of a default by a Party, the non-defaulting Party may, at any time thereafter, without limiting the exercise of any other remedies which the non-defaulting Party may have, pursue all remedies available at law or in equity, including without limitation, the right of specific performance.

13.2. To resolve any controversy, claim, issue or dispute between the Parties arising out of or relating to this Agreement (a "**Dispute**"), quickly and economically (and particularly, to avoid unnecessary legal fees), and to preserve their privacy and on-going business relationships, the Parties intend that any Dispute not settled by direct discussions be mediated or arbitrated under this Section 13.2.

(a) **Non-binding mediation.** If any Dispute is not settled by direct discussions within ten (10) days after notice of the Dispute, the Parties agree first to try in good faith to settle the Dispute by non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

(b) **Binding Arbitration.** If the Parties fail to settle a Dispute through mediation, it will be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) **Provisional Relief.** Nothing in this Section 13.2 will prevent either Party from applying for (or obtaining) a provisional judicial remedy regarding any Dispute. Notwithstanding such application, the final resolution of the Dispute will be mediated or arbitrated under this Section 13.2 and failure by either Party to

comply with any law will not be deemed to waive such Party's rights to mediate or arbitrate under this Section 13.2.

(d) **Third Party Action.** If there is a pending court action or special proceeding involving either Party, and a third party, each Party agrees that any Dispute between them will still be mediated or arbitrated under this Section 13.2.

(e) **Nonwaiver; Survival.** No act (including seeking to compel arbitration) or omission by either Party will waive either Party's rights under this Section 13.2. This Section 13.2 will survive the expiration or earlier termination of the Agreement.

13.3. ATTORNEYS' FEES

In any dispute resolution or other proceeding, including appeal, the party prevailing will receive from the other all costs, expenses and reasonable attorneys' fees as fixed by the Arbitrator or court.

13.4. JURY WAIVER

The Parties hereby waive trial by jury in any court action, proceeding or counterclaim, including any claim of injury or damage and any provisional remedy. This waiver will expressly survive the expiration or earlier termination of the Agreement.

14. ENTIRE AGREEMENT

This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations between the Parties with respect thereto.

15. GOVERNING LAW

This Agreement shall be enforced, governed by, and construed in accordance with the laws of the State of Nevada.

16. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

17. NO WAIVER

No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

18. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 8, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

19. NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third (3rd) party to create the relationship of principal and agent or to partnership or of joint venture or of any association between any of the Parties.

20. FORCE MAJEURE

Any time limits provided for any Party's performance under this Agreement shall be extended for and throughout such additional period of time as such performance is prevented or delayed due to strikes, lockouts or acts of government not caused by such Party, unlawful or unpermitted acts of the other Party, acts of God, wars, riots, terrorist activity, civil insurrection or abnormal force of elements or other causes beyond the Party's reasonable control.

21. ADDITIONAL DOCUMENTS

Each Party will, whenever and as often as requested by any other Party, execute or cause to be executed estoppel certificates and all such instruments or agreements as may be reasonably necessary in order to carry out the purpose of this Agreement, and each Party shall do all other acts necessary or requested by any other Party to carry out the intent and purpose of this Agreement.

22. APPROVALS AND CONSENTS

Unless otherwise provided herein, whenever the approval or consent of a Party hereto is required, such consent or approval shall not be unreasonably withheld or delayed.

23. EXHIBITS

Each exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an executed original and all of which together shall constitute one and the same instrument.

25. RECORDING

Following with the execution hereof, Charter Declarant shall record this Agreement in the public records of Clark County, Nevada.

IN WITNESS WHEREOF, this Private Roadway Construction Agreement is executed as of the date first written above.

Palmer

Palmer City-Core Union Park Hotel, LLC,
a Nevada limited liability company

By: _____

Print Name: _____

Its: _____

Parcel F Owner

_____,
a _____

By: _____

Print Name: _____

Its: _____

Acknowledge and Agreed to by:

Charter Declarant

City Parkway V, Inc.,
a Nevada non-profit company

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of City Parkway V, Inc..

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____ _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Palmer City-Core Union Park Hotel, LLC.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____ _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of _____.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____ _____

EXHIBIT A

Symphony Park Legal Description

EXHIBIT B

Parcel G Legal Description

EXHIBIT C

Parcel F Legal Description

EXHIBIT D

Supplemental Declaration

EXHIBIT E

Performance Standards

The basic dimensions of this Roadway, subject to approval by the City of Las Vegas, shall be 25 to 27 ft (back of ft (back of curb to back of curb) with the remaining 15.5 to 17.5 ft (back of curb to build-to line) on each side to conform to the same standards as that of any other back of curb detail on any non-promenade public street at Symphony Park with the exception that sidewalks will only be required to be 6ft. in width and no street furniture shall be required to be installed by either Party. This Roadway will have the following performance characteristics subject to agreement by both Parties and Charter Declarant:

1. Shall serve as a 24 hour path of travel for cars and trucks entering and exiting both Parcel F and Parcel G in a safe manner. Although the Roadway will be a through street, it is the intention of both Parties to limit the speed at which vehicular traffic moves along such Roadway. In an effort to slow traffic through this area, it is agreed by both Parties that a "traffic pillow" shall be installed somewhere at or about the midpoint of the Roadway. Said pillow will be constructed so as to limit undue truck bounce in an effort to reduce unwanted noise from empty trucks bouncing over. A final design for this pillow will be made a part of the design drawing which will be approved by the Parties and Charter Declarant.

2. Shall serve as a safe path of travel for pedestrians exiting Parcel F and Parel G in an emergency and for limited through block convenience access. As such, a six foot sidewalk shall be placed on at least one side of the drive. The Parcel F Owner agrees to install said sidewalk on Parcel F. Palmer may choose to install or not install sidewalk on Parcel G. In the event Palmer makes the decision to not install sidewalk then landscaping must replace the sidewalk area consistent with the Design Standards as contractually obligated to by the remainder of the Palmer/City Core project.

3. Shall accommodate service trucks being able to "back up" into loading docs fully inside building "build to" lines, as shall be further described on the final design which shall be reasonably approved by the Parties and Charter Declarant. Trucks shall park at the dock in such a position so as to not encroach on either sidewalk or access drive lanes while parked. If one side of the drive has no sidewalk, semi-trailer trucks may encroach into the landscape zone (as described in Section 2 above) for a delivery but may not be parked in this encroachment area for more than four hours at any one time.

4. Shall contain some demarcation in pavement and signage at the entrances to the drive that this is a private and not a public access roadway. Pavement demarcation is to be different from standard asphalt or painted striping. Although standard Symphony Park pavers over a steel reinforced concrete base capable of supporting semi-trailer weights are preferred, other options can be considered.

5. Shall be composed of a driving surface that meets the wear of service truck traffic, and frequent car traffic and can be cleaned on a regular basis. Maintenance of such shall be addressed in the Supplement.

6. Shall incorporate proper lighting, and sidewalks and driveway entrances shall be well lit without being intrusive to residences. Standard street lights and lighted bollards shall not be used but rather standard Symphony Park pedestrian lighting for sidewalks and, if additional lighting is needed at driveway entrances, the use of wall mounted lighting is preferred. Wall mounted fixtures or non-specified pedestrian lighting shall be approved by the UPDRC as part of the final design for the Roadway prior to installation.

7. Shall incorporate storm drainage as required to meet the UP Master Drainage Plan.

8. Shall accommodate for access to utility vaults. Utility vaults must be placed in such a way as to provide maximum conformance to Design Standard landscaping requirements.

9. Shall accommodate access for underground distribution of utilities.

10. Shall provide curbs consistent with typical public streets in Symphony Park.

11. Shall not allow parking or vehicle standing in travel lanes except in the event of a road closure as shall be provided for in the Supplement.

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

SUPPLEMENT TO CHARTER FOR SYMPHONY PARK RELATING TO CONSTRUCTION AND OPERATION OF A PRIVATE ROADWAY

This SUPPLEMENT TO CHARTER FOR SYMPHONY PARK RELATING TO CONSTRUCTION AND OPERATION OF A PRIVATE ROADWAY ("**Supplemental Declaration**") is made as of _____, 200__, by City Parkway V, Inc., a Nevada corporation ("**Charter Declarant**") and PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company ("**Developer**") and SYMPHONY PARK MASTER ASSOCIATION, INC., a Nevada nonprofit corporation (the "**Association**") with reference to the following**:**

R E C I T A L S :

A. Charter Declarant, by executing and recording that certain Charter for Symphony Park recorded December 16, 2009 in Book 20091216 as Instrument No. 00606 in the Office of the Recorder of Deeds of Clark County, Nevada (as such Charter for Symphony Park may be amended from time to time, the "**Charter**") against the property described in Exhibit "A", has thereby declared that the property described in Exhibit "A" and any additional property made subject to the Charter in the future by amendment or supplement, shall constitute "**Symphony Park**" as referred to in the Charter.

B. The Charter requires that the Property be developed pursuant to a plan for development of Symphony Park as is described in the Union Park Design Standards incorporated into Section 19.06.060 of the City of Las Vegas Municipal Code by Bill No. 20006-08, Ordinance No. 5874 and any amendments and restatements thereto adopted by the Council of the City of Las Vegas, Nevada (the "**Master Plan**").

C. The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, performing arts and parking uses.

D. The Charter contemplates that the Charter Declarant may create and record additional covenants, restrictions and easements affecting all or a portion of the Property in the form of a Supplement to the Charter.

E. The Charter also contemplates that certain Service Areas may be created which provide certain services, rights and obligations relative to certain Parcels which are not shared with, provided to or borne by all Parcels.

F. Developer has acquired and owns that parcel of property in Symphony Park described on Exhibit "B" (the "**Developer Parcel**").

G. Developer and Declarant have entered into that certain Private Roadway Construction Agreement dated _____, 20__ concurrently with the execution of this Supplemental Declaration (the "**Roadway Agreement**").

H. Developer has or will obtain approval of the Improvements planned for the Developer Parcel pursuant to the Design Standards.

NOW, THEREFORE, The Parties hereby declare that the Developer Parcel and each portion thereof is and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Supplemental Declaration and the limitations, covenants, conditions and restrictions set forth herein, all of which are equitable servitudes and shall run with the title to the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Developer Parcel or any portion thereof, and their respective heirs, successors and assigns and (ii) this Supplemental Declaration is intended to be and constitutes a Supplement to the Charter.

ARTICLE I

DEFINITIONS

When the following words and phrases are used in this Declaration, they will have the meanings given in this Article I and be subject to the terms and limitations set forth in such definitions. Capitalized terms not otherwise defined in this Declaration shall have the definition given to them in the Charter.

"Adjoining Parcel" means that parcel of real property described on Exhibit "C" which adjoins the Developer Parcel.

"Adjoining Parcel Owner" means any Parcel Owner of the Adjoining Parcel other than Charter Declarant.

"Association" is defined in the first paragraph of this Supplement.

"Charter" is defined in Recital A hereof.

"City" means the City of Las Vegas in the State of Nevada, and its various agencies, departments and divisions.

"Charter Declarant" has the meaning in first paragraph of this Supplemental Declaration.

"Design Standards" means the Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.

"Developer" has the meaning in first paragraph of this Supplemental Declaration.

"Developer Parcel" has the meaning set forth in Recital F.

"Party(ies)" means any of or all of Developer, Charter Declarant and the Association.

"Person" means a natural individual or any entity with the legal right to hold title to real property. When the word "person" is used and is not capitalized, the word only refers to natural persons.

"Private Roadway" means both the Developer Roadway Portion and the Adjoining Parcel Roadway Portion to be constructed on the Developer Parcel.

"Private Roadway Service Area" is defined in Section 3.1.1 below.

"Private Roadway Service Area Committee" is defined in Section 3.1.1 below.

"Roadway Agreement" is defined in Recital G above.

"Special Events" is defined in Section 2.3 below.

"UP Users" means the Parcel Owners and all other permitted users of a Parcel.

ARTICLE II

CONSTRUCTION AND USE OF PRIVATE ROADWAY

2.1 Construction of Private Roadway.

Concurrently with the execution of this Supplemental Declaration, Developer and Charter Declarant have entered into the Roadway Agreement pursuant to which the Roadway will be constructed.

2.2 Rights in Private Roadway.

2.2.1 **Private Roadway Use**. The Private Roadway is intended for the use of the Developer Parcel and the Adjoining Parcel. Notwithstanding the foregoing, Developer and Charter Declarant agree that the Private Roadway is intended to form part of the overall roadway

and traffic circulation of Symphony Park. As such, Developer and Charter Declarant each hereby grant to each other, each Parcel Owner and all UP Users (subject to Developer's rights to conduct Special Events pursuant to Section 2.2.2 below), a perpetual non-exclusive surface rights easement over the Private Roadway and any sidewalks or pedestrian pathways located along the Private Roadway for pedestrian and vehicular use, except as restricted during Special Events (as defined in Section 2.2.2 below) or any other road closure pursuant to this Supplemental Declaration or the Roadway Agreement, and subject to reasonable rules and regulations as to use, including, but not limited to parking on the Private Roadway. In addition, the Developer and the Charter Declarant grant to the Association a perpetual, non-exclusive surface rights easement over the Private Roadway to perform maintenance and repair of the Roadway and to enforce the terms of this Supplemental Declaration. The easements granted herein are exclusively for the use of the surface of Developer Parcel and Adjoining Parcel and do not extend any air rights or mineral rights over or under the Developer Parcel or Adjoining Parcel as such air and subsurface rights are reserved to the respective owners of the Developer Parcel and Adjoining Parcel. In addition, nothing contained in this Supplemental Declaration shall prevent the owners of the Developer Parcel and Adjoining Parcel from building, mining or performing work under, over, below or above the surface of its respective parcel so long as such building, mining or work does not interfere with or disturb the surface easement rights granted in this Supplemental Declaration and does not otherwise violate the Charter or any other governing documents.

2.2.2 **Special Events**. The Developer or the Adjoining Parcel Owner each from time to time may temporarily close or restrict the Private Roadway or portions of the Private Roadway to accommodate street fairs, festivals, or other similar events (collectively "**Special Events**") (subject to such notice or approval requirements that the City may require). At least ten (10) days prior to the holding of a Special Event, Developer shall notify the Association and the Adjoining Parcel Owner as to the date, time and nature of the Special Event that the Developer seeks to conduct on the Private Roadway, including the hours of closure of the Private Roadway. Developer agrees that all Special Events shall be subject to rules adopted by the Association in connection with the Special Events, including, but not limited to, Rules relating to frequency and length of Special Events, insurance required in connection with the holding of a Special Event, responsibility for security for the Special Event, parking, traffic control, clean-up, debris removal and repair related to a Special Event and a required security deposit to be placed with the Association to secure the Developer's obligations in connection with the holding of a Special Event. All Special Events shall be subject to all other terms and conditions of the Charter. The Association, the Charter Declarant, the Founder, the City or any other agency of the City shall not be required to provide any security services in connection with a Special Event. Developer may also temporarily and from time to time, close the Private Roadway, or portions thereof, for moving maintenance, construction and repair, or for equipment, food or beverage deliveries. Notwithstanding any provision to the contrary contained herein, in the event of a road closure due to a special Event (as defined in this Section 2.2.2. above) or any other road closure pursuant to this Supplemental Declaration or the Roadway Agreement, access for ingress and egress to and from the Private Roadway and the Developer Parcel or Adjoining Parcel, whichever is effected, shall be made available to and for the Developer or Adjoining Parcel Owner, whomever is effected, by the Party who caused such closure and the Parties shall reasonably coordinate the same in good faith. The easements granted pursuant to this

Supplemental Declaration shall be in addition to and do not supersede or modify any rights granted to the Association pursuant to the Charter or any of the other governing document(s).

2.2.3 **Special Event Risk of Loss**. The Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Charter Declarant, the Founder, the Association, the Adjoining Parcel Owner and the City (or any Person that controls, is controlled by, or is under common control with the Charter Declarant, the Founder, the Association, the Adjoining Parcel Owner and the City and any Person that is an owner, a member, a partner, a joint venture partner, or a shareholder of the Charter Declarant, the Founder, the Association, the Adjoining Parcel Owner and the City) and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, in any way arising from or in connection with the holding of a Special Event by Developer on the Private Road.

2.2.4 **Other Retained Rights**. Developer and the Adjoining Parcel Owner shall have full underground rights for the installation of parking garage, storage areas, or shoring under the Private Roadway subject to compliance with all applicable legal and other requirements. Each parcel owner is only afforded this right up to their property line in the center of the private drive, including the installation of any required shoring. The installation of any underground systems must not interfere with the installation or use of any above-ground improvements. All costs associated with any underground parking, storage, or shoring shall be the sole burden of the Party installing such. In the event the private drive is installed prior to the installation of any underground parking, storage, or shoring, the Party installing such will also be responsible for the cost of repairing or restoration of any damage to the Private Roadway caused during construction or caused because of such construction.

2.2.5 **Rules and Regulations**. The Association shall have the right to adopt reasonable rules and regulations governing the Private Roadway Service Area which shall be reviewed and approved by the Developer provided that such approval shall not be unreasonably withheld.

2.2.6 **Private Roadway Alteration**. Developer agrees that it shall not make any modification or alteration to the Private Roadway including, without limitation, the installation of speed bumps, without the prior written consent of the Association or the Adjoining Parcel Owner, which consent may be withheld by the Association or the Adjoining Parcel Owner in its reasonable discretion.

2.2.7 **Private Roadway Parking**. Parking on the Private Roadway shall be prohibited in all instances except in connection with Special Events.

2.2.8 **Noise Control**. Developer and the Adjoining Parcel Owner shall use best commercially reasonable efforts to limit truck and service van noise on their respective Parcels between the hours of 11:00 p.m. and 6:00 a.m. whereby trucks and service vans are not permitted to idle their engines, trucks and service vans will not be permitted to honk their horns, loading and unloading of trucks and service vans will be completed quietly and no garbage collection will occur.

2.2.9 **Non-public Nature of Areas of Private Roadway**. The Private Roadway is (i) privately owned and (ii) intended for the sole use of the Developer, the Adjoining Parcel Owner, UP Users, and the Association. The Private Roadways are not open to public use and are not public forums. The Association and the Developer have the right to exclude and remove any persons not permitted to be on the Private Roadway.

ARTICLE III

PRIVATE ROADWAY SERVICE AREA

3.1 **Maintenance of Private Roadway**.

3.1.2 **Private Roadway Maintenance**. The Association shall maintain and repair the Private Roadway as an Area of Common Responsibility. All costs of the maintenance and repair of the Private Roadway, including, without limitation, a reserve for the repair and replacement of the Private Roadway, liability insurance related to the Private Roadway and a reasonable administrative charge the Board deems appropriate, shall be Common Expenses of Symphony Park.

3.2 **Association Maintenance Standard**.

3.2.1 **Community Standard**. The Association agrees to maintain the Private Roadway to the Community Standard, provided that all such costs shall be a Service Area Expense of the Private Roadway Service Area.

3.2.2 **Non-Responsibility**. Except as may be required in connection with Special Events, the Parties agree that none of the Parties shall be required to provide any traffic control or traffic safety devices to the Private Roadway.

ARTICLE IV

COMPLIANCE AND ENFORCEMENT

4.1 **Association Enforcement**.

4.1.1 The terms and conditions of this Supplemental Declaration shall be enforceable by the Association pursuant to the terms and conditions of the Charter and the other Governing Documents. The Association shall have all rights, powers and authority granted to it pursuant to "Chapter 8 – Compliance and Enforcement" of the Charter in enforcing this Supplemental Declaration.

4.2 **Developer and Adjoining Parcel Owner Enforcement**.

4.2.2 **Developer Enforcement**. The Parties agree that the terms and conditions of this Supplemental Declaration may be enforceable by the Developer to the extent the Association fails to maintain the Private Roadway to the Community Standard or otherwise perform its obligations under this Supplemental Declaration.

4.2.4 **Costs of Enforcement**. In any action by Developer to enforce the terms of this Supplemental Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

ARTICLE V

GENERAL

5.1 **Interpretation**. This Supplemental Declaration is intended by the Parties to be a Supplement to the Charter and be part of the Governing Documents and subject to all of the terms and conditions of the Charter and the other Governing Documents. In the event of (i) any conflicts between this Declaration and the Charter, the terms of this Supplemental Declaration shall control.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration as of the date first written above.

CITY PARKWAY V, INC, a Nevada corporation

By_____
Elizabeth N. Fretwell, President

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company

BY: Mill Creek Hospitality LLC,
a Managing Member

By:_____
Charles R. Palmer, Manager

BY: City-Core Hospitality, LLC,
a Managing Member

By: City-Core Development, Inc.,
its Manager

By:_____
Richard H. Kaufman, President

SYMPHONY PARK MASTER ASSOCIATION, a Nevada nonprofit corporation

By: _____
Name: _____
Title: President

_____
_____
_____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of City Parkway V, Inc.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Palmer City-Core Union Park Hotel, LLC.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of Symphony Park Master Association, Inc., a Neva nonprofit corporation.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____

EXHIBIT A

SYMPHONY PARK

EXHIBIT B

DEVELOPER PARCEL

EXHIBIT C

ADJOINING PARCEL

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Palmer City-Core Union Park Hotel, LLC
7582 Las Vegas Boulevard, Suite 202
Las Vegas, NV 89123-1060
EIN: 20-8951585

Block 2 Description **Subject Matter of Contract/Agreement**
DDA with City Parkway V
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.	Mill Creek Hospitality, LLC	34 East 61st Street New York, NY 10021	212-980-0369
2.	City-Core Hospitality, LLC	7582 Las Vegas Boulevard, Suite 202 Las Vegas, NV 89123-1060	415-820-5200
3.	City-Core Development, Inc.	2352 Post Street, Suite 200 San Francisco, CA 94115	415-820-5200
4.	Richard Kaufman	2352 Post Street, Suite 200 San Francisco, CA 94115	415-820-5200
5.	Andrew Garay	2352 Post Street, Suite 200 San Francisco, CA 94115	415-820-5200
6.	Charles Palmer	34 East 61st Street New York, NY 10021	212-980-0369
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: 0

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

By: _____
Richard H. Kaufman, President of Managing Member

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: SAN FRANCISCO

On JANUARY 15, 2010, before me, MICHELLE NOLASCO

personally appeared RICHARD H. KAUFMAN (name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person (s) whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity ~~(ies),~~ and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature of Notary Public

MICHELLE NOLASCO
Commission # 1703083
Notary Public - California
San Francisco County
My Comm. Expires Nov 4, 2010

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document

Number of Pages 3
Document Date: 1/15/10

CERTIFICATE DISCLOSURE OF OWNERSHIP
Title or type of document

Additional information

Right Thumbprint of Signer

Capacity Claimed by Signer(s)

- ☑ Individual(s)
- ☑ Corporate Officer

  _____
- ☐ Partner
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

Right Thumbprint of Signer

SYMPHONY PARK

ILLUSTRATIVE SITE PLAN

Newland COMMUNITIES
AT THE HEART OF GREAT LIVING

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Disposition and Development Agreement between Churchill Security Investments, LLC, and the City of Las Vegas for the development of a retail bank on approximately 40,000 square feet of vacant land within Las Vegas Enterprise Park located west of the southwest corner of Lake Mead Boulevard and Martin L. King Boulevard (a portion of APN 139-21-313-005 and 009) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 48 (R-5-2010)]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This was an unsolicited offer from the Developer who approached City staff specifically regarding the possibility of purchasing this site to develop. The purpose of this Disposition and Development Agreement is to convey an approximately 40,000 square foot vacant parcel located west of the southwest corner of Lake Mead Boulevard and Martin L. King Boulevard to Churchill Security Investments, LLC, for $400,000. Churchill Security Investments will build a 4,195 square foot retail bank branch to fulfill a need in West Las Vegas, facilitate economic development for the community, and to accomplish the sale to and purchase by the Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Disposition and Development Agreement
2. Public Purpose/Impact Analysis

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and Churchill Security Investments, LLC, a Nevada limited liability company, duly formed and organized in the State of Nevada ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. The City owns certain real property that is located within what is commonly known as the Las Vegas Enterprise Park ("Enterprise Park").

B. Enterprise Park is comprised of approximately seventy five (75) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south.

C. The City desires to sell to Developer, and the Developer desires to purchase from the City, a parcel in Enterprise Park as described in Section 3 below (the "Site").

D. The Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" ("CC&Rs"), which is recorded in the records of the Clark County Recorder at Book 991110, Instrument 01268.

E. In anticipation of Developer securing the necessary funding for the construction of a 4,195 square foot neighborhood retail bank, ("Project"), and for the consideration described hereinafter, the City desires to sell the Site to Developer.

F. The Parties desire to set forth in this Agreement the terms and conditions of the sale, purchase and development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to fulfill a need for quality commercial retail tenants within West Las Vegas; to facilitate economic development in Enterprise Park and the general community and to accomplish the sale to and purchase by the Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter.

2. COVENANTS, CONDITIONS AND RESTRICTIONS. The City recorded the CC&Rs in order to facilitate the orderly development of a business center in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specific commercial uses will predominate and in order to establish permissible uses, right of way and setback standards, landscaping standards, and various development standards for Enterprise

Park, including the Site. Developer acknowledges receipt of the CC&Rs and agrees to comply with all provisions thereof that are applicable to the Site.

3. THE SITE. The Site consists of approximately 40,000 square feet, .92 acres, as cross-hatched on the Site Map attached hereto as Exhibit A, and is legally described in Exhibit B. A preliminary site plan for the Project is attached hereto as Exhibit A-1.

4. PARTIES TO THIS AGREEMENT

(a) The City is a municipal corporation of the State of Nevada. The principal office of the City is located at 400 Stewart Avenue, Las Vegas, Nevada 89101.

(b) The Developer is Churchill Security Investments, LLC, a Nevada limited liability company. The principal office of the Developer is located at 1770 North Buffalo Drive, Suite 101, Las Vegas, Nevada 89128. Wherever the term "Developer" is used herein, such term shall include any assignee as herein provided.

(c) Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer has disclosed on the form attached hereto as Exhibit C all principals, including board members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer. Developer shall provide the City with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. The Developer agrees that (i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein, and (ii) except as may otherwise be permitted hereunder, the Developer shall not assign all or any part of this Agreement without the prior written approval of the City. Notwithstanding the foregoing, Developer may transfer or assign this Agreement without obtaining City's prior written approval to:

(1) an entity in which Hank Gordon and/or Honorine Gordon, his wife, have both (A) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership; and (B) voting control as managing partner or managing member, so long as Developer promptly provides the City with written notice of such transfer or assignment as well as documentation confirming that the transferee or assignee has agreed in writing to assume all of Developer's obligations hereunder; or

(2) a transfer of a membership or other equity interest in Developer so long as after such transfer (A) Hank Gordon has both (I) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership; and (II) voting control as managing member; and (B) Developer promptly provides the city with written notice of such transfer or assignment; or

(e) This Agreement may be terminated by the City if there is any change (voluntary or involuntary) in the membership, management or control of Developer except as expressly provided herein

5. PURCHASE PRICE AND ACQUISITION OF SITE. The City agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Four Hundred Thousand Dollars ($400,000) ("Purchase Price"). Developer shall deposit Ten Thousand Dollars ($10,000) with escrow within three (3) business days of execution of this Agreement and the balance of the Purchase Price shall be paid by Developer at the Closing (defined below)

6. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to the City's obligation to consummate the Closing:

(a) The Developer has submitted a fully executed and conformed copy of a lease ("Lease") between the Developer and the retail bank to the Director on terms and conditions approved by the Director, provided that such approval shall not be unreasonably withheld.

(b) The Developer has submitted to the Director an employment plan from Developer and the retail bank, and the Director has acknowledged in writing that the plan is acceptable. The retail bank, will promote, and will cause its general contractor to promote, the utilization of women, minority, disabled, and veteran owned business enterprises for the construction of the Project. Organize a Job Fair prior to the Grand Opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women focused media outlets. Minority agencies will also be notified, as recommended by the City's Human Resources Office. This fair will be provided at no cost to the tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project

(c) The Developer has provided to the Director an executed cross access easement agreement between the Developer over that area shown on Exhibit J attached hereto and (i) RLT Corporation, the McDonald's franchisee operating the McDonald's restaurant on the parcel located contiguous to the northeast corner of the Site, or (ii) the owner of the parcel on which such McDonald's restaurant is located, that specifies cross access rights which are mutually acceptable to Developer and to the owner of such contiguous parcel, which agreement provides that it shall be recorded and effective concurrently with the Closing.

(d) Developer is proceeding with development of the Site, as more particularly described in Section 8, and proceeding toward achieving issuance of all necessary building permits for the Project by the City's Department of Building and Safety, all to the reasonable satisfaction of the Director.

(e) Prior to the Close of Escrow and no later than the time specified in the Schedule of Performance, Developer shall submit to the City evidence satisfactory to the City that Developer has firm and binding commitments for the equity capital and construction

financing necessary for development of the Site. Such financing shall be subject to the approval of the City which approval will not be unreasonably withheld, conditioned or delayed.

Failure of any foregoing condition precedent shall, at either the City's option, cause this Agreement to terminate whereupon the Deposit (hereinafter defined) shall be returned to Developer by the Escrow Agent, the escrow shall be cancelled and the Parties shall thereafter be released from all obligations hereunder.

7. INTENTIONALLY OMITTED

8. SITE DEVELOPMENT. The Parties agree that it is their intent that the Site be developed as follows:

(a) The development on the Site will be a neighborhood retail bank consisting of 4,195 square feet; drive through lanes for ATM and customer service windows. Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City. Developer shall submit to the Director a written progress report once every four (4) weeks after the Effective Date describing the status of Developer's performance since the preceding report, including any reports and studies completed, permits obtained, and the expected progress to be made in the next succeeding period.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable local, state, and federal laws.

(c) The Project will be built in conformance with the "Schedule of Performance" attached hereto as Exhibit D and in accordance with the "Scope of Development" attached hereto as Exhibit E. Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the City for review and written approval basic concept drawings and related documents containing the overall plan for development of the Project. The basic concept drawings shall conform to this Agreement, including the Scope of Development and this Section. The basic concept drawings shall conform to the CC&R's. The City shall approve or disapprove of the basic concept drawings within the time established in the Schedule of Performance. If the City shall fail to approve the basic concept drawing within such time, all subsequent time periods in the Schedule of Performance shall be extended by the number of additional days required to obtain such approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the basic concept drawings and related documents except as changes may be mutually agreed upon between the Parties. Any such changes shall be within the limitations of the Scope of Development.

(d) Developer agrees that, in all events, within six (6) months after the Closing, the Developer will begin construction and will complete such construction within twelve (12) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Certificate of Completion, the form for which is attached hereto as Exhibit F. Commencement of construction shall be evidenced by the pouring of the footings by Developer (or by the retail bank) for the Project, as determined by an inspection completed by the City's

Building Official, or by his designee. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(e) The Developer will be responsible for the installation, at its expense, of all onsite and offsite improvements required by the City in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, sewer lines, and other on site improvements.

(f) The Developer shall complete and submit to the City an application for a site development plan review for a site plan consistent with the basic concept drawings and in compliance with the CC&Rs.

(g) The City shall sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the site development plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by local, state, or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application or other connection fees due to the City or any other local, state, or federal agency or organization having regulatory authority over the Project, including, but not limited to, Las Vegas Valley Water District, Southern Nevada Water Authority, Nevada Power and Southwest Gas.

(h) Prior to any entry upon the Site for the purpose of conducting any tests or studies, the Developer shall furnish or cause to be furnished to the Director duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming the City as additional insured or co-insured.

(i) For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the City Manager.

(j) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer.

(k) Failure on the part of the Developer, after Closing, to comply with the provisions of this Section shall constitute a default under Section 27 of this Agreement and entitle the City to exercise its right to reenter and repurchase pursuant to Section 13, provided any such failure to comply is not cured for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure.

9. FORM OF DEED. The City shall convey to the Developer fee simple title to the Site in the condition provided in Section 15 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit G.

10. EARNEST MONEY DEPOSIT. Developer shall make an earnest money deposit in the amount of Ten Thousand Dollars ($10,000) with the Escrow Agent within three (3) business days after the Effective Date. The Deposit shall be invested in an interest bearing account and shall be refundable to Developer should this transaction fail to close, unless such failure is the result of a material default by Developer. Such earnest money deposit, along with all earnings thereon is referred to in this Agreement as the "Deposit".

11. ESCROW

(a) Escrow has been opened with First American Title Insurance Company ("Title Company"), 10655 Park Run Drive, Suite 140, Las Vegas, Nevada 89144, Attention: Sharon Silverberg, as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than one (1) day prior to the Closing Date (hereinafter defined), Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs: (i) the balance of the Purchase Price less the Deposit, (ii) ½ the escrow fee, (iii) the recording costs for the Deed, (iv) the additional premium cost between the cost of a CLTA title insurance policy and an ALTA title insurance policy should Developer elect to obtain an ALTA title insurance policy, (v) any inspection fee charged in connection with the ALTA title policy, and (vi) the cost of any title insurance endorsements Developer elects to obtain.

(c) The City shall pay the cost of (i) a CLTA policy of title insurance in the amount of the Purchase Price, (ii) ½ of the escrow fee, (iii) Real Property Transfer Tax (RPTT), and (iv) the brokerage commission to Laurich Properties, Inc. Not later than one (1) business day prior to the Closing Date, the City will deposit with the Escrow Agent the following:

(i) The Deed duly executed and acknowledged by the City and in recordable form.

(ii) The Irrevocable Escrow Instructions (hereinafter defined) executed by the City.

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered.

(iv) An affidavit that evidences that the City is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form.

(v) A declaration of value in the form required by Clark County to record the Deed.

(d) Not later than one (1) day prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) The Quitclaim Deed (hereinafter defined) duly executed and acknowledged by Developer.

(ii) The Irrevocable Escrow Instructions executed by the Developer.

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(e) The Escrow Agent is authorized and instructed to (i) charge the Party obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site to the Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow, (ii) disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties, (iii) obtain and charge the Developer all of the premiums and amount by which the cost of any ALTA title insurance policy exceeds the cost of a CLTA policy and the cost of any endorsements thereto requested by Developer, (iv) hold the Quitclaim Deed and Irrevocable Escrow Instructions until completion of Project as evidenced by a Notice of Completion, and (v) record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(f) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to the Developer as provided elsewhere herein.

(g) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(h) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(i) Any amendment of these escrow instructions shall be in writing and signed by both Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(j) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

(k) City shall pay Laurich Properties, Inc. a real estate commission in the amount of five (5) % of the Purchase Price (for a total of $20,000.00) at the time of closing, and Escrow Agent shall deduct such amount from the Purchase Price and pay such amount to Broker at closing. The City has not contacted any other real estate broker, finder or similar person in connection with the transaction contemplated hereby and to the actual knowledge of the City; no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any other person or entity. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in

connection with the selection and purchase of the Property, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. The City each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section. This indemnification agreement of the parties shall survive the Closing.

12. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by the City, purchase and conveyance to the Developer of title to the Site ("Closing") shall be completed on or prior to but no later than June 30, 2010 ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the Closing is subject to the fulfillment or waiver by the Developer of each of the following conditions precedent, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to Closing: (i) the City shall not be in violation of any of its material obligations under this Agreement, (ii) the Developer has received from the City and other applicable governmental bodies and other third parties all permits, consents and approvals that Developer believes are necessary or desirable for the successful construction and operation of the Project, (iii) the City has made all deposits required of the City pursuant to Section 11(c) above and (iv) Developer has not elected to cancel this Agreement pursuant to Section 16 below.

(c) Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the Closing is subject to the fulfillment or waiver by the City of each of the following conditions precedent, which are solely for the benefit of the City and which shall be fulfilled or waived prior to Closing: (i) Developer shall not be in violation of any of its material obligations under this Agreement, and the conditions precedent specified in Section 6 shall have been satisfied or waived by the City, (ii) the Developer has made all deposits required of the Developer pursuant to Section 11(b) and section 11(c) above and (iii) Developer has not elected to cancel this Agreement pursuant to Section 16 below

(d) Possession shall be delivered to the Developer concurrently with the Closing, except that limited access shall be permitted before Closing as specifically described in Section 16.

13. RIGHT TO REPURCHASE, REENTER AND REPOSSESS. In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if,

after Closing and prior to the issuance of all certificates of occupancy for the Project, the Developer does any of the following:

(a) Fails to complete construction of the improvements as required by this Agreement under Section 8 as evidenced by issuance of a Notice of Completion by the City. This is a condition subsequent and not merely a covenant.

(b) Transfers the Site or any part thereof in violation of the Agreement. This is a condition subsequent and not merely a covenant.

(c) Fails or refuses to comply with or to cure the default of any provision of Section 8 for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure. This is a condition subsequent and not merely a covenant.

(d) The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing not prohibited by this Agreement.

(e) To exercise its right to repurchase, reenter and take possession of the Site, the City or its nominee, shall pay to the Developer the Purchase Price minus all fees associated with close of escrow; the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction of improvements thereon so as to enable the City to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(f) For the purpose of implementing the provision of the Section, at the Closing, the Developer will deliver to the Escrow Agent an executed and acknowledged "Quitclaim Deed" in the form of Exhibit H. The deposit of this Quitclaim Deed will be accompanied by "Irrevocable Escrow Instructions" in the form of Exhibit I directed to the Escrow Agent and signed by the Parties. If any of the events authorizing the City to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to the Developer, to record the Quitclaim Deed to the Site. If the Developer completes construction on or before the time set forth in Schedule of Performance, the City shall join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

14. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by the City. The City represents and warrants that as of the Effective Date and the date of Closing:

(i) The City has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of the City.

(ii) By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

(iii) To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(iv) To the City's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against the City which would inhibit the City's ability to perform its obligations under this Agreement.

(v) To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(vi) The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

(vii) The City has and will convey to Developer good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement. Except as shown on the Title Report (hereinafter defined), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims or other matters affecting title or possession of the Property.

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which the City has not heretofore fully paid or will pay prior to Closing, or for which a mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the City Manager of the City.

(b) Representations and Warranties of the Developer. The Developer represents and warrants to the City that as of the Effective Date and the date of Closing:

(i) The Developer is a Nevada limited liability company duly organized and existing under the laws of the State of Nevada.

(ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.

(iv) Execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder.

(vi) To the Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

15. CONDITION OF TITLE

(a) The City shall convey to the Developer fee simple title subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section, or any supplemental report, and which are approved or deemed approved by the Developer in accordance with this Section.

(iii) Any and all other exceptions, easements, conditions, covenants or reservations, if any, specifically set forth in the Deed and of record as of the Effective Date, including but not limited to, the CC&Rs.

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to the Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. The Developer may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site by giving the City and Escrow Agent written notice thereof within thirty (30) days of the Effective Date. Failure to give written notice to the Escrow Agent and the City by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, the City shall have ten (10) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without

further liability to Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for Closing within which to remove such exception and shall use its best efforts to remove the exception. If despite the use of its best efforts the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the Closing, the Developer may elect to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Developer; or (ii) waive the objection and proceed to Closing.

16. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have until April 30, 2010 ("Feasibility Review Period") to review the condition of the Site and the feasibility of Developer's development plan of development on the Site, including, without limitation, the obtaining of the Lease for the retail bank operator. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following: (i) availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof, (ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site, and (iii) those items contained in Section 15(b). The following items shall be provided or made available by the City to Developer concurrently with the execution of this Agreement by the City, to the extent such items are within City's possession or control or are reasonably available to City: (i) any and all surveys and maps of all or any portion of the Site, (ii) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site, (iii) any and all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site, (iv) any and all leases or other contracts or agreements relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or any portion of the Site, (v) any and all plans, specifications, licenses, permits, authorizations and approvals relating to all or any portion of the Site; any and all covenants, conditions and restrictions of all owners' associations with jurisdiction over all or any portion of the Site, and any and all articles of incorporation, bylaws, rules, regulations and public offering statements of any such associations, and (vi) any and all such other materials, documentation and information concerning all or any portion of the Property required or reasonably requested by Developer in order to perform its due diligence.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify City and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Developer.

(c) During the Feasibility Review Period Developer, and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies City in writing at least forty- eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) the City, its affiliates or assignees, which are under the control of the City and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Developer), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. Developer covenants and agrees upon request of the City to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer and to pay in full all persons who perform labor upon the Site at the request of Developer, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing.

17. TIME FOR CLOSING AND DELIVERY OF DEED. Subject to any mutually agreed upon extensions of time, the City shall deposit the Deed with the Escrow Agent pursuant to Section 11. The Parties shall also timely deliver into escrow (a) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (b) all documents set forth in Section 11; (c) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (d) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

18. CLOSE OF ESCROW. Upon the fulfillment of the conditions described in this Agreement, the Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer the Title Policy (hereinafter defined). The recordation of the Deed shall constitute the close of escrow.

19. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 15, and the title insurance policy shall be of the type and in the amount requested by the Developer, and with such endorsements and affirmative coverages as may be required by Developer ("Title Policy"). If Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

20. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. Prior to Closing, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

21. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person except that of the CC&Rs and approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

22. "AS IS" SALE.

(a) Except as otherwise provided in this Agreement, the Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, except as otherwise provided herein the City makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire,

safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against the City, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws (hereinafter defined) or arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the City after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site, or (ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that the City is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

23. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

24. INTENTIONALLY OMITTED.

25. INTENITONALL Y OMITTED

26. TIME OF ESSENCE. Time is of the essence of this Agreement and every obligation hereunder.

27. DEFAULT AND REMEDIES

(a) In the event the Developer fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, Developer's obligations under Section 6, or in the event the Closing does not occur by reason of a default by Developer, the City may as its sole remedy, by written notice to the Developer and Escrow Agent, terminate this Agreement and receive from Escrow Agent the Deposit as the City's liquidated damages for the breach of this Agreement by the Developer. It is expressly understood and agreed between the Parties that the City's actual damages for any such breach by the Developer hereunder would be substantial but extremely difficult to ascertain.

INITIALS:
THE CITY: _____
DEVELOPER: _____

(b) In the event of the occurrence of a default or the breach of a covenant, representation or warranty by the City occurring prior to the Closing, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies: (i) to waive such default; or (ii) to terminate this Agreement; and on such termination, the Deposit will be returned to the Developer and the Parties thereafter shall have no liability or obligation hereunder; or (iii) to demand specific performance of the City's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of the City for damages.

(c) In the event of a default under Section 13 by the Developer within five (5) years after the Closing, the City may exercise its right to repurchase, reenter and repossess as described in Section 13.

(d) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 16(c) and 16(d) shall survive such termination of this Agreement.

28. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

29. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

30. NO PERSONAL LIABILITY. No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer, or for any obligation of the City under the terms of this Agreement. No manager, member, officer, or employee of Developer shall be personally liable to the City for any default or breach by Developer, for any amount which may become due to the City, or for any obligation of Developer under the terms of this Agreement.

31. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to the City:	City of Las Vegas Office of Business Development 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: Bill Arent, Director
With a copy to:	City Attorney's Office City of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101
If to the Developer:	Churchill Security Investments, LLC 1770 N. Buffalo Drive, Suite 101 Las Vegas, NV 89128 Attention: Hank Gordon, Trustee

32. SUBSEQUENT CITY APPROVALS. Any consents or approvals of the City required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City.

33. INTENTIONALLY OMITTED.

34. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes

Exhibits A, B, C, D, E, F, G, H, I and J attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the City Manager or other appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the City Manager or other appropriate authorities of the City and the Developer.

35. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

36. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

37. CAPTIONS AND SECTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

38. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. REPORTING PERSON. The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated thereunder) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

40. DATES. If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

41. FURTHER ASSURANCES. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

42. EFFECTIVE DATE. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by both Parties.

[Next Page Is Signature Page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of City Council Approval:

_____, 2010.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Date: _____

Attest: _____
Beverly K. Bridges, MMC City Clerk

APPROVED AS TO FORM:

_____ ESQ

Date: 1-20-10

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada Limited Liability Company

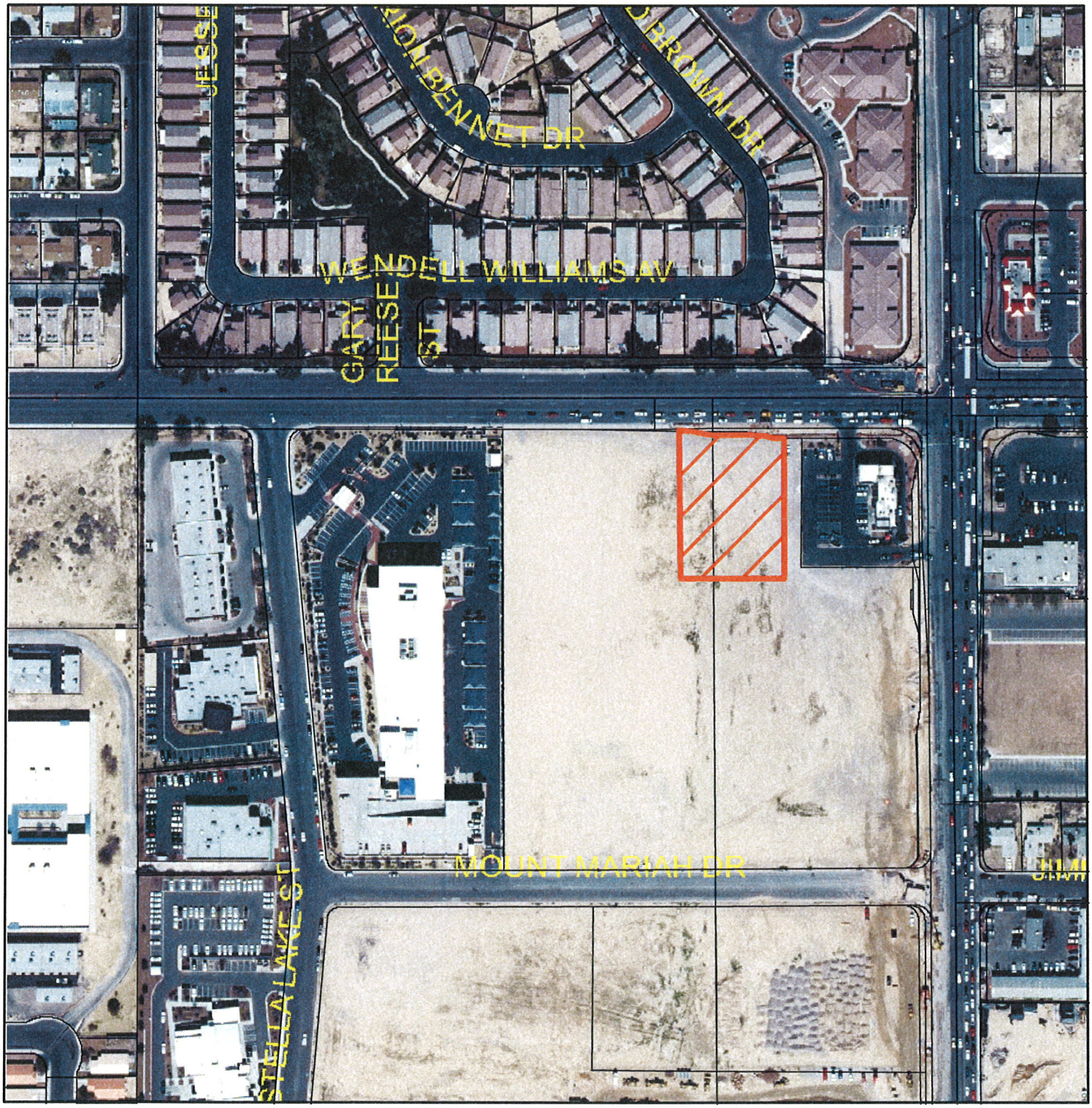
By: _____
HANK GORDON, Trustee

Date: _____

LIST OF EXHIBITS

EXHIBIT A	MAP SHOWING THE LOCATION OF THE SITE
EXHIBIT A-1	PRELIMINARY SITE PLAN FOR THE PROJECT
EXHIBIT B	LEGAL DESCRIPTION OF THE SITE
EXHIBIT C	DISCLOSURE OF PRINCIPALS
EXHIBIT D	SCHEDULE OF PERFORMANCE
EXHIBIT E	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT F	CERTIFICATE OF COMPLETION
EXHIBIT G	GRANT, BARGAIN AND SALE DEED
EXHIBIT H	QUITCLAIM DEED
EXHIBIT I	IRREVOCABLE ESCROW INSTRUCTIONS
EXHIBIT J	EASEMENT LOCATION

Exhibit "A"
Site Map

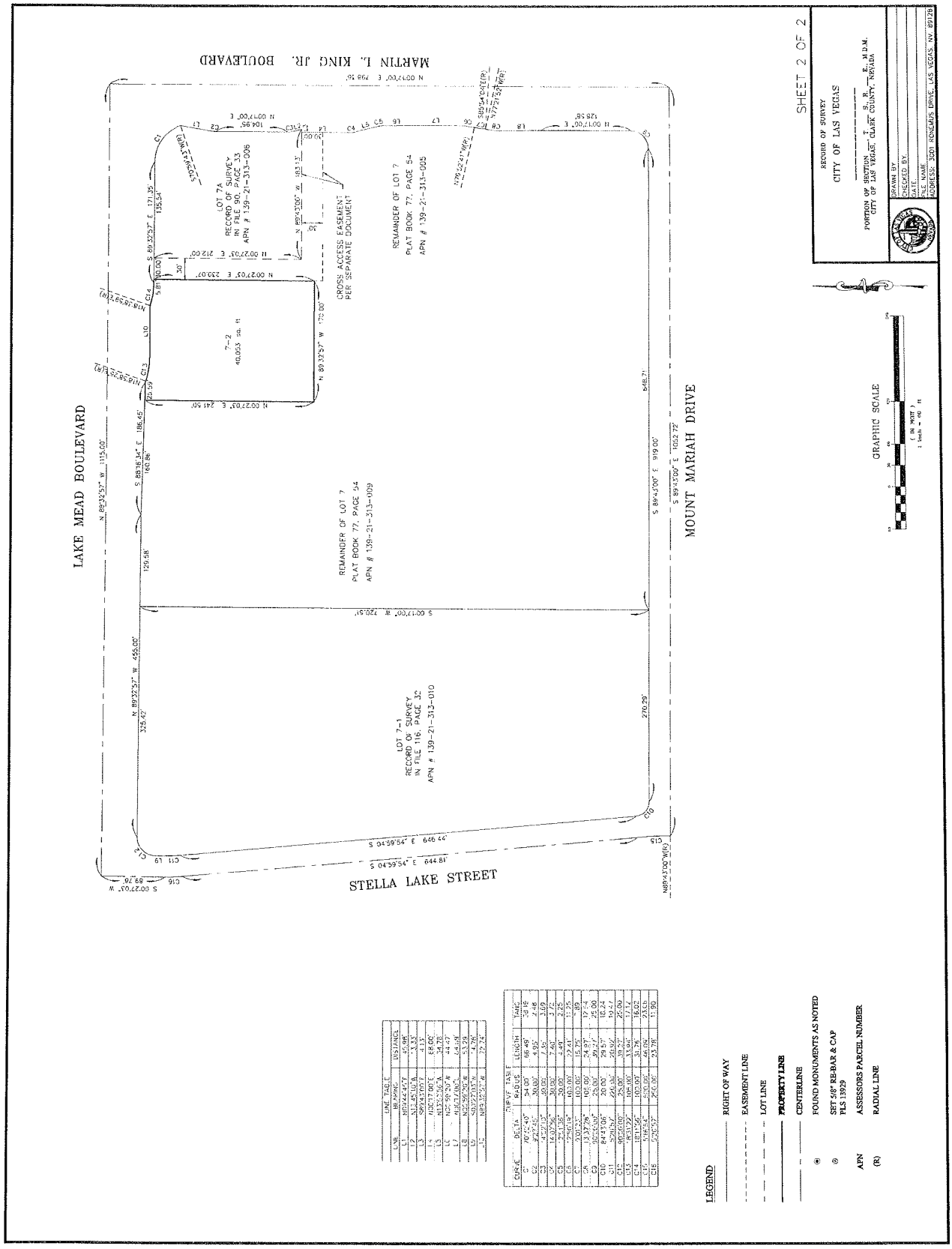


Legend

Churchill

0 135 270 540 Feet

EXHIBIT "A-1"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°42'57"E	65.08'
L2	S12°45'16"A	13.33'
L3	S00°43'05"E	4.13'
L4	N00°17'00"E	68.06'
L5	N12°55'36"A	34.78'
L6	N17°55'28"A	64.14'
L7	N16°17'00"E	64.14'
L8	N22°56'28"W	53.28'
L9	S89°27'05"W	4.76'
L10	N89°32'57"W	72.74'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG
C1	70°12'45"	54.00'	66.19'	38.18'
C2	9°42'45"	30.00'	4.95'	2.48'
C3	14°42'45"	20.00'	4.95'	2.49'
C4	14°42'45"	20.00'	4.95'	2.49'
C5	14°42'45"	20.00'	4.95'	2.49'
C6	29°01'19"	60.00'	27.41'	13.95'
C7	3°01'22"	60.00'	15.75'	7.88'
C8	13°37'28"	105.00'	24.97'	12.54'
C9	13°37'28"	105.00'	24.97'	12.54'
C10	84°43'06"	20.00'	29.57'	18.24'
C11	52°05'57"	20.00'	18.18'	9.79'
C12	90°00'00"	25.00'	39.27'	25.00'
C13	18°31'29"	100.00'	32.32'	16.32'
C14	18°31'29"	100.00'	32.32'	16.32'
C15	5°48'56"	100.00'	10.14'	5.08'
C16	52°05'57"	25.00'	22.73'	12.23'
C17	52°05'57"	25.00'	22.73'	12.23'
C18	52°05'57"	25.00'	22.73'	12.23'

LEGEND

- RIGHT OF WAY
- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- ◉ FOUND MONUMENTS AS NOTED
- ⊙ SET 5/8" RE-BAR & CAP PLS 13929
- APN ASSESSORS PARCEL NUMBER
- (R) RADIAL LINE

EXHIBIT "B"

JANUARY 18, 2010
BY: ARR
P.R. BY: HJB

LOT 7-2
ENTERPRISE PARK

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH 89°32'57" WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH 00°27'03" WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH 88°16'34" EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 18°09'45" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°48'40" AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°58'25" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°31'22" AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH 89°32'57" EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°38'59" WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'56" AN ARC LENGTH OF 31.76 FEET; THENCE SOUTH 89°32'57" EAST, 5.81 FEET; THENCE SOUTH 00°27'03" WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE NORTH 89°32'57" WEST, 170.00 FEET; THENCE NORTH 00°27'03" EAST, 241.50 FEET TO THE **POINT OF BEGINNING**.

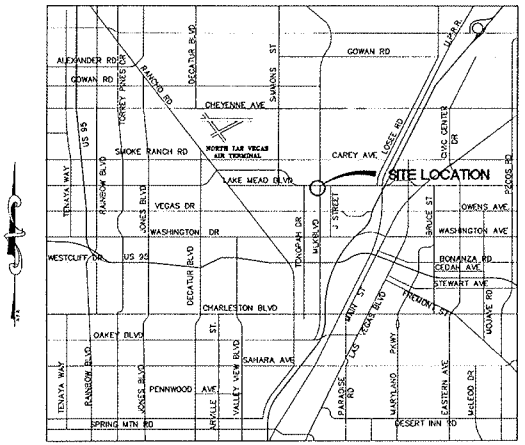
CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS" AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.

1/19/10

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ALAN R RIEKKI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS
2- THE LANDS SURVEYED LIE WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AND THIS SURVEY WAS COMPLETED ON DECEMBER 18, 2009 .
3- THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.
4- THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

ALAN R. RIEKKI
Exp: 12-31-11
No. 12469
STATE OF NEVADA

1/19/10

LEGEND

———	RIGHT OF WAY
– – – – –	LOT LINE
———	PROPERTY LINE
——— – ———	CENTERLINE
⊕	FOUND MONUMENTS AS NOTED
•	SET 5/8" RE-BAR & CAP PLS 12469
APN	ASSESSORS PARCEL NUMBER
(R)	RADIAL LINE

BASIS OF BEARINGS:
THE CENTERLINE OF LAKE MEAD BOULEVARD, BETWEEN MARTIN L. KING BOULEVARD AND STELLA LAKE STREET, BEARS N 89°32'57" W, AS SHOWN ON THE "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK", RECORDED IN BOOK 77 OF PLATS, PAGE 54, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

SHEET 1 OF 2

REFERENCE:

FINAL MAPS		RECORD OF SURVEYS		RIGHT OF WAY DEDICATION DOCUMENTS
BOOK	PAGE	FILE	PAGE	DOCUMENT NO.
77	54	90	33	20060829: 02701
		106	38	20071008: 03818
		102	45	20080317: 03104
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		146	54	
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RECORDER'S NOTE:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5695.

ALAN R RIEKKI
PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR
CITY OF LAS VEGAS
LAS VEGAS, NV 89128
TEL: (702) 229-6217

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY:	HJG
CHECKED BY:	05/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

NO. _____
FILED AT THE REQUEST OF CITY OF LAS VEGAS
DATE: _____ TIME _____
FILE _____, PAGE _____
OF SURVEYS
OFFICIAL RECORDS
BOOK NO. _____
CLARK COUNTY, NEVADA
RECORDS
DEBBIE CONWAY RECORDER
FEE _____ DEPUTY _____

LINE TABLE		
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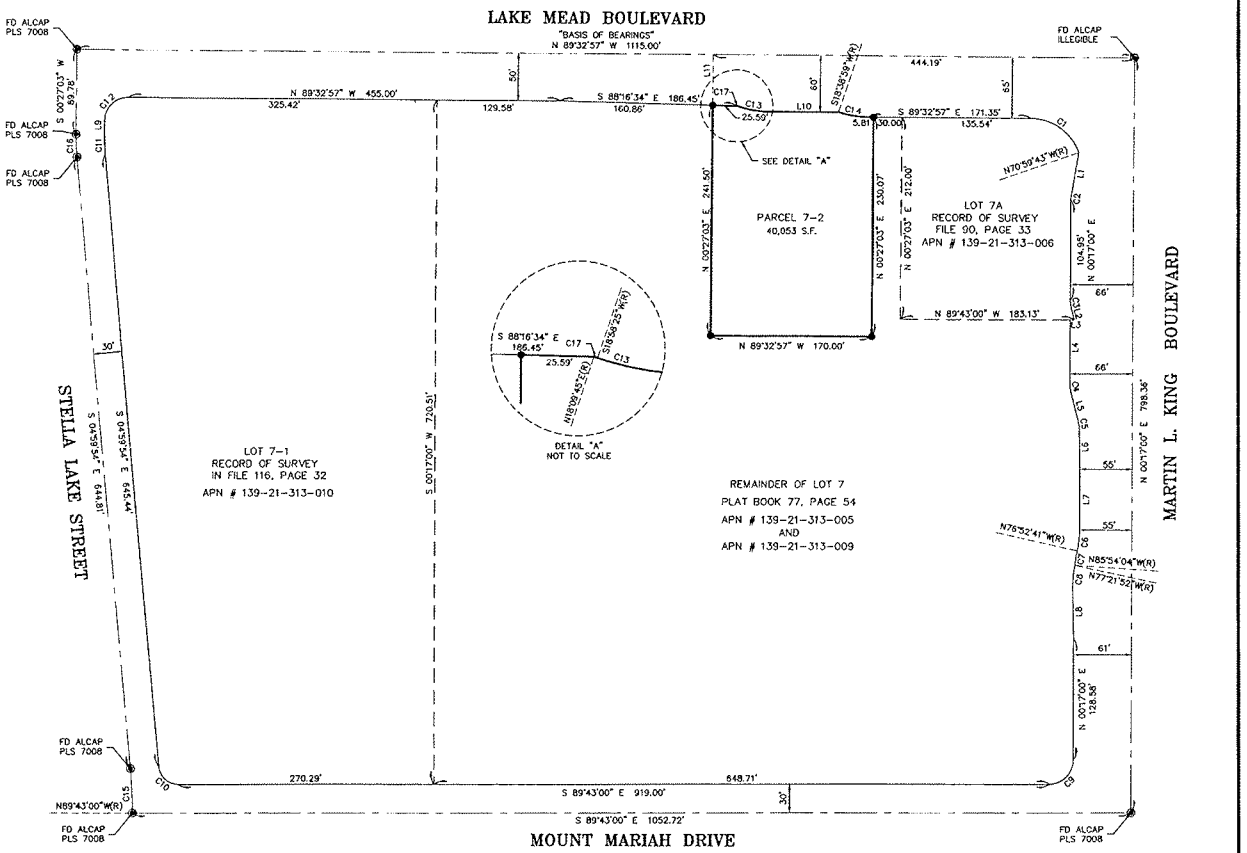

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND

- RIGHT OF WAY
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- FOUND MONUMENTS AS NOTED
- SET 5/8" RE-BAR & CAP PLS 12469
- APN ASSESSORS PARCEL NUMBER
- (R) RADIAL LINE

SURVEYOR'S CERTIFICATE

FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

1/19/10

SHEET 2 OF 2

RECORD OF SURVEY OF
A PORTION OF LOT 7
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BOOK 77, PAGE 54 OF PLATS
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RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY:	HJB
CHECKED BY:	OS/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

EXHIBIT "C"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company - the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name: Charitable Security / Investment Agency LLC	Disposition and Development Agreement
Address: 1770 No. Buffalo Drive #101	
Las Vegas NV 89128	
Telephone: 220 4500 X 227	
EIN or DUNS: 56-2464866	

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.	Howard Gordon	1770 No. Buffalo Dr	702-220 4500 x227
2.		Ste 101 Las Vegas 89128	
3.	Tami Morris	436 Emerald Bay	949-715 1701
4.		Laguna Beach CA 92651	
5.			
6.			
7.			

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: 2.

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.

Chronicle Security Investment LLC
By HF Trust, Manager
Name

By Howard Gordon
Trustee
Date

Subscribed and sworn to before me this 25 day of Jan., 2010

Laura Groseth
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
Appt. No. 98-3646-1
My Appt. Expires July 1, 2010

EXHIBIT D
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from City Council approval of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened escrow December 1, 2009, with First American Title Company, 10655 Park Run Dr., Ste. 140, Las Vegas, NV 89144
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Within twenty (20) calendar days of opening escrow
Approval of Title Report.	Within thirty (30) calendar days from Effective Date.
Expiration of Feasibility Review Period.	Not later than June 30, 2010.
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than ninety (90) calendar days from the Effective Date.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date.
Submission of Developer's evidence of financing the Project pursuant to Section 6.	Ten (10) days prior to closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.

Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction
Payment of escrow deposit.	Not later than three (3) business days from the Effective date.
Balance of Purchase Price by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before June 30, 2010
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

EXHIBIT E
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCOPE OF DEVELOPMENT OF THE PROJECT

Developer shall build an approximately 4,195 square foot neighborhood retail bank branch on an approximate 40,000 square foot site, consistent with the site development plan submitted to the City Planning Commission on _____, 2010, for consideration at the _____, 2010 City Planning Commission meeting and the _____, 2010 City Council meeting. Any deviation from said site development plan or the conditions of the approval of such plan shall require written approval by Director.

EXHIBIT F
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

CERTIFICATE OF COMPLETION

APN:

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDING, MAIL TO:
City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

THIS NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT ("Notice") is made pursuant to the requirements of that certain Disposition and Development Agreement ("DDA") with an effective date of _____, 2010, whereby the City of Las Vegas, a municipal corporation of the State of Nevada ("Grantor"), provided assistance to Churchill Security Investments, LLC, a Nevada limited liability company ("Developer"), for construction and development of a certain project situated in the City of Las Vegas, Nevada, and described on the Attachment attached hereto and made a part hereof ("Site").

The DDA provides that (a) the City shall furnish the Developer with this Notice upon completion of all construction and development upon the Site that is required to be completed by the DDA, (b) this Notice shall be in such form as to permit it to be recorded in Recorder's Office of Clark County, and (c) this Notice shall be conclusively determined that the construction and development on the Site has been satisfactorily completed.

NOW, THEREFORE, the City agrees and does hereby certify that the construction and development on the Site has been fully and satisfactorily performed and completed in full compliance with the requirements of the DDA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this Notice as of _____.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada limited liability company

By: _____
HANK GORDON, Trustee

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by Oscar B. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by Hank Gordon as Trustee of Churchill Security Investments, LLC.

_____
NOTARY PUBLIC

ATTACHMENT
TO
NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

LOT 7-2
ENTERPRISE PARK

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH 89°32'57" WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH 00°27'03" WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH 88°16'34" EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 18°09'45" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°48'40" AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°58'25" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°31'22" AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH 89°32'57" EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°38'59" WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'56" AN ARC LENGTH OF 31.76 FEET; THENCE SOUTH 89°32'57" EAST, 5.81 FEET; THENCE SOUTH 00°27'03" WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE NORTH 89°32'57" WEST, 170.00 FEET; THENCE NORTH 00°27'03" EAST, 241.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS" AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.

1/19/10

RECORD OF SURVEY OF

A PORTION OF LOT 7

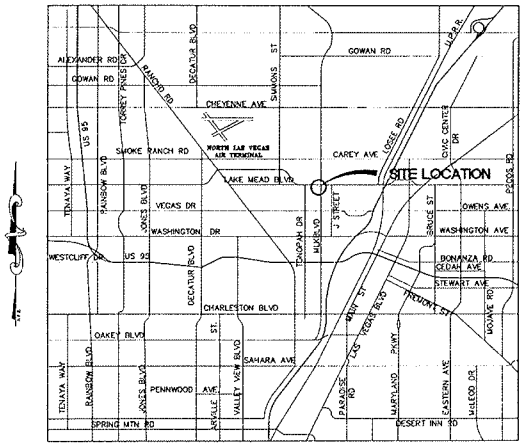
OF

AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK

BOOK 77, PAGE 54 OF PLATS

LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ALAN R RIEKKI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS
2- THE LANDS SURVEYED LIE WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AND THIS SURVEY WAS COMPLETED ON DECEMBER 18, 2009 .
3- THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.
4- THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

ALAN R. RIEKKI
No. 12469
1/19/10

LEGEND

- RIGHT OF WAY
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- FOUND MONUMENTS AS NOTED
- SET 5/8" RE-BAR & CAP PLS 12469
- APN ASSESSORS PARCEL NUMBER
- (R) RADIAL LINE

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ALAN R RIEKKI
PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR
CITY OF LAS VEGAS
LAS VEGAS, NV 89128
TEL: (702) 229-6217

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DRAWN BY:	HJB
CHECKED BY:	OS/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

NO. _____
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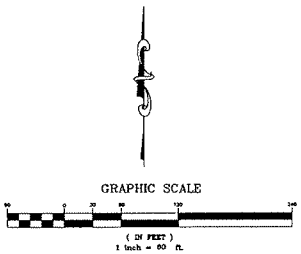

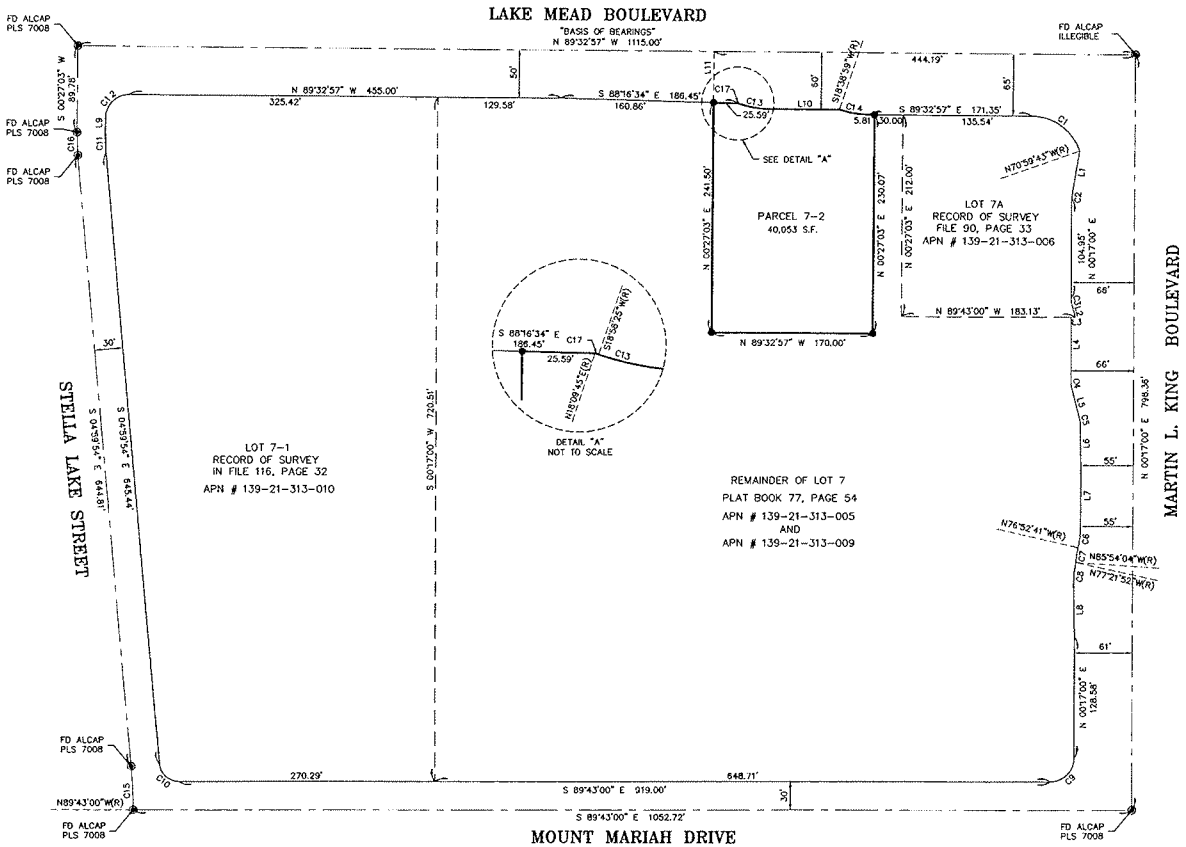

LEGEND

———	RIGHT OF WAY
— — — —	LOT LINE
———	PROPERTY LINE
——— – ———	CENTERLINE
◉	FOUND MONUMENTS AS NOTED
●	SET 5/8" RE-BAR & CAP PLS 12469
APN	ASSESSORS PARCEL NUMBER
(R)	RADIAL LINE

SURVEYOR'S CERTIFICATE

FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

1/19/10

SHEET 2 OF 2

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A PORTION OF LOT 7
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DRAWN BY:	HJB
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FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV, 89128

EXHIBIT G
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

GRANT, BARGAIN AND SALE DEED

APN:

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
Churchill Security Investments, LLC
1770 North Buffalo Drive, Suite 101
Las Vegas, Nevada 89128

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), hereby grants, bargains and sells to Churchill Security Investments, LLC, a Nevada limited liability company, whose address is 1770 North Buffalo Drive, Suite 101, Las Vegas, Nevada, 89128 ("Grantee"), all right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Disposition and Development Agreement ("Agreement") for the Property, entered into by and between Grantor and Grantee with an effective date of _____. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in the Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument not prohibited by the Agreement.

3. The absence from this deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this deed to the exclusion of said covenants, restrictions, and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject only to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

6. This Deed may be executed in counterparts.

IN WITNESS THEREOF, Grantor and Grantee have caused this instrument to be executed as of _____.

GRANTOR:

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

Approved as to form:

_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by Oscar B. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

LOT 7-2
ENTERPRISE PARK

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH 89°32'57" WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 444.19 FEET; THENCE, SOUTH 00°27'03" WEST, DEPARTING SAID CENTERLINE, 53.57 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH 88°16'34" EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 18°09'45" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°48'40" AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°58'25" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°31'22" AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH 89°32'57" EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°38'59" WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'56" AN ARC LENGTH OF 31.76 FEET; THENCE SOUTH 89°32'57" EAST, 5.81 FEET; THENCE SOUTH 00°27'03" WEST, DEPARTING SAID RIGHT OF WAY LINE, 230.07 FEET; THENCE NORTH 89°32'57" WEST, 170.00 FEET; THENCE NORTH 00°27'03" EAST, 241.50 FEET TO THE **POINT OF BEGINNING**.

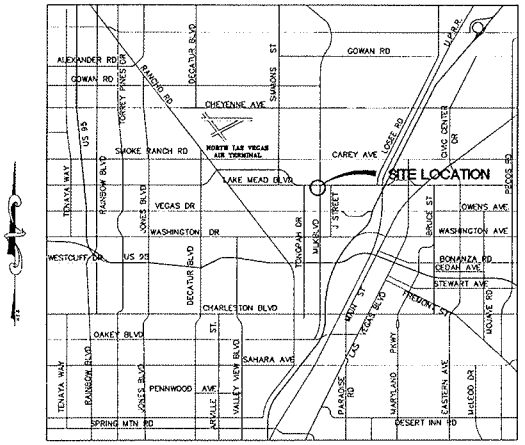
CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS" AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.

1/19/10

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ALAN R RIEKKI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS
2- THE LANDS SURVEYED LIE WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AND THIS SURVEY WAS COMPLETED ON DECEMBER 18, 2009 .
3- THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.
4- THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

ALAN R. RIEKKI
Exp. 12-31-11
12469
STATE OF NEVADA

1/19/10

LEGEND

———	RIGHT OF WAY
– – – – –	LOT LINE
———	PROPERTY LINE
——— – ———	CENTERLINE
⊕	FOUND MONUMENTS AS NOTED
•	SET 5/8" RE-BAR & CAP PLS 12469
APN	ASSESSORS PARCEL NUMBER
(R)	RADIAL LINE

BASIS OF BEARINGS:
THE CENTERLINE OF LAKE MEAD BOULEVARD, BETWEEN MARTIN L. KING BOULEVARD AND STELLA LAKE STREET, BEARS N 89°32'57" W, AS SHOWN ON THE "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK", RECORDED IN BOOK 77 OF PLATS, PAGE 54, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

REFERENCE:

FINAL MAPS		RECORD OF SURVEYS		RIGHT OF WAY DEDICATION DOCUMENTS
BOOK	PAGE	FILE	PAGE	DOCUMENT NO.
77	54	90	33	20060829: 02701
		106	38	20071008: 03818
		102	45	20080317: 03104
		116	32	
		146	54	
		148	79	

RECORDER'S NOTE:
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5695.

ALAN R RIEKKI
PROFESSIONAL LAND SURVEYOR
AS AN AGENT FOR
CITY OF LAS VEGAS
LAS VEGAS, NV 89128
TEL: (702) 229-6217

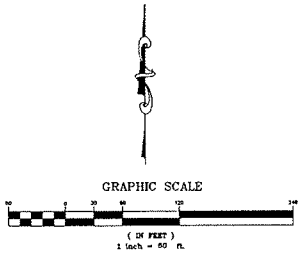
RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

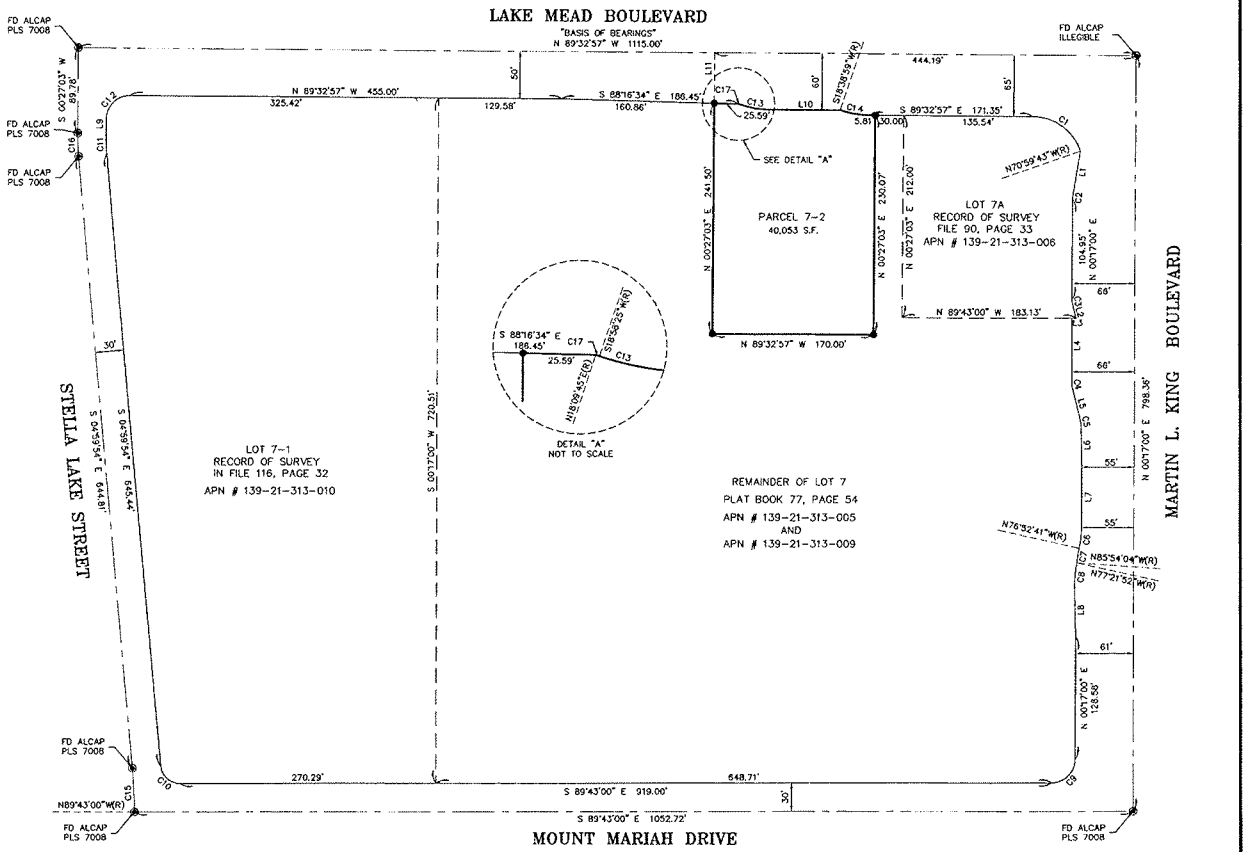
DRAWN BY:	HJB
CHECKED BY:	OS/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

NO. _____
FILED AT THE REQUEST OF
CITY OF LAS VEGAS
DATE: _____ TIME _____
FILE _____, PAGE _____
OF SURVEYS
OFFICIAL RECORDS
BOOK NO. _____
CLARK COUNTY, NEVADA
RECORDS
DEBBIE CONWAY RECORDER
FEE _____ DEPUTY _____

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N09°44'45"E	45.98'
L2	N13°45'10"W	13.33'
L3	S89°43'00"E	4.13'
L4	N00°17'00"E	68.00'
L5	N13°50'56"W	34.83'
L6	N09°59'20"W	44.40'
L7	N00°17'00"E	64.69'
L8	N00°59'20"W	53.29'
L9	S00°27'03"W	14.78'
L10	N89°32'57"W	72.74'
L11	S00°27'03"W	53.57'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG.
C1	70°32'40"	54.00'	66.49'	38.19'
C2	9°27'45"	30.00'	4.95'	2.48'
C3	14°02'10"	30.00'	7.35'	3.69'
C4	14°07'56"	30.00'	7.40'	3.72'
C5	12°51'56"	20.00'	4.49'	2.25'
C6	12°50'19"	100.00'	22.41'	11.25'
C7	9°01'23"	100.00'	15.75'	7.89'
C8	13°37'28"	105.00'	24.97'	12.54'
C9	90°00'00"	25.00'	39.27'	25.00'
C10	84°43'06"	70.00'	29.57'	18.24'
C11	5°26'57"	220.00'	20.92'	10.47'
C12	90°00'00"	25.00'	39.27'	25.00'
C13	18°31'22"	105.00'	33.94'	17.12'
C14	18°11'56"	100.00'	31.76'	16.02'
C15	5°16'54"	500.00'	46.09'	23.06'
C16	5°26'57"	250.00'	23.78'	11.90'
C17	0°48'40"	95.00'	1.35'	0.67'





LEGEND

———	RIGHT OF WAY
— — — — —	LOT LINE
———	PROPERTY LINE
——— - ———	CENTERLINE
⊗	FOUND MONUMENTS AS NOTED
●	SET 5/8" RE-BAR & CAP PLS 12469
APN	ASSESSORS PARCEL NUMBER
(R)	RADIAL LINE

SURVEYOR'S CERTIFICATE

FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

1/19/10

SHEET 2 OF 2

RECORD OF SURVEY OF

A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY:	HJB
CHECKED BY:	OS/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

EXHIBIT H
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

APN:

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION, MAIL TO,
AND SEND TAX BILLS TO:
City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Churchill Security Investments, LLC, a Nevada limited liability company, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property in the City of Las Vegas, Nevada, described on the Attachment attached hereto.

DATED: _____.

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada limited liability company

By:_____
HANK GORDON, Trustee

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2010, by Hank Gordon as Trustee of Churchill Security Investments.

_____
NOTARY PUBLIC

ATTACHMENT
TO
QUITCLAIM DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

LOT 7-2
ENTERPRISE PARK

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR TRANSFER DEED PURPOSES.

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THENCE ALONG SAID RIGHT OF WAY LINE, THROUGH ITS VARIOUS COURSES AND CURVES AS FOLLOWS:

THENCE SOUTH 88°16'34" EAST, 25.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 18°09'45" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°48'40" AN ARC LENGTH OF 1.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 18°58'25" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°31'22" AN ARC LENGTH OF 33.94 FEET; THENCE SOUTH 89°32'57" EAST, 72.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET,

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CONTAINING 40,053 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS" AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.

1/19/10

RECORD OF SURVEY OF
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BOOK 77, PAGE 54 OF PLATS
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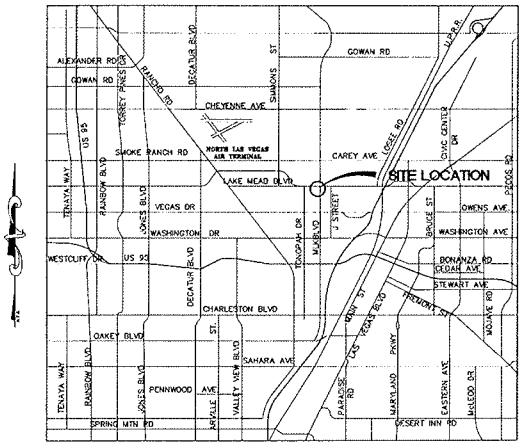

VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ALAN R RIEKKI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS
2- THE LANDS SURVEYED LIE WITHIN THE SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AND THIS SURVEY WAS COMPLETED ON DECEMBER 18, 2009 .
3- THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.
4- THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

ALAN R. RIEKKI
Exp 12-31-11
No. 12469
STATE OF NEVADA
PROFESSIONAL LAND SURVEYOR

1/19/10

LEGEND

———	RIGHT OF WAY
— — — — —	LOT LINE
———	PROPERTY LINE
——— – ———	CENTERLINE
◉	FOUND MONUMENTS AS NOTED
•	SET 5/8" RE-BAR & CAP PLS 12469
APN	ASSESSORS PARCEL NUMBER
(R)	RADIAL LINE

BASIS OF BEARINGS:
THE CENTERLINE OF LAKE MEAD BOULEVARD, BETWEEN MARTIN L. KING BOULEVARD AND STELLA LAKE STREET, BEARS N 89°32'57" W, AS SHOWN ON THE "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK", RECORDED IN BOOK 77 OF PLATS, PAGE 54, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

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ALAN R RIEKKI
PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR
CITY OF LAS VEGAS
LAS VEGAS, NV 89128
TEL: (702) 229-6217

RECORD OF SURVEY OF
A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY:	HJG
CHECKED BY:	OS/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

NO. _____
FILED AT THE REQUEST OF CITY OF LAS VEGAS
DATE: _____ TIME _____
FILE _____, PAGE _____
OF SURVEYS
OFFICIAL RECORDS
BOOK NO. _____
CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY RECORDER
FEE _____ DEPUTY _____

LINE TABLE		
LINE	BEARING	DISTANCE
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L2	N13°45'10"W	13.33'
L3	S89°43'00"E	4.13'
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CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG.
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C5	12°51'36"	20.00'	4.49'	2.25'
C6	12°50'19"	100.00'	22.41'	11.25'
C7	9°01'23"	100.00'	15.75'	7.89'
C8	13°37'28"	105.00'	24.97'	12.54'
C9	90°00'00"	25.00'	39.27'	25.00'
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C11	5°26'57"	220.00'	20.92'	10.47'
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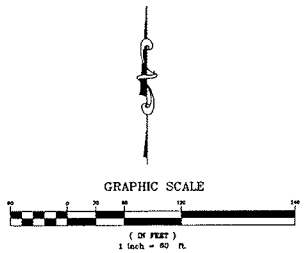
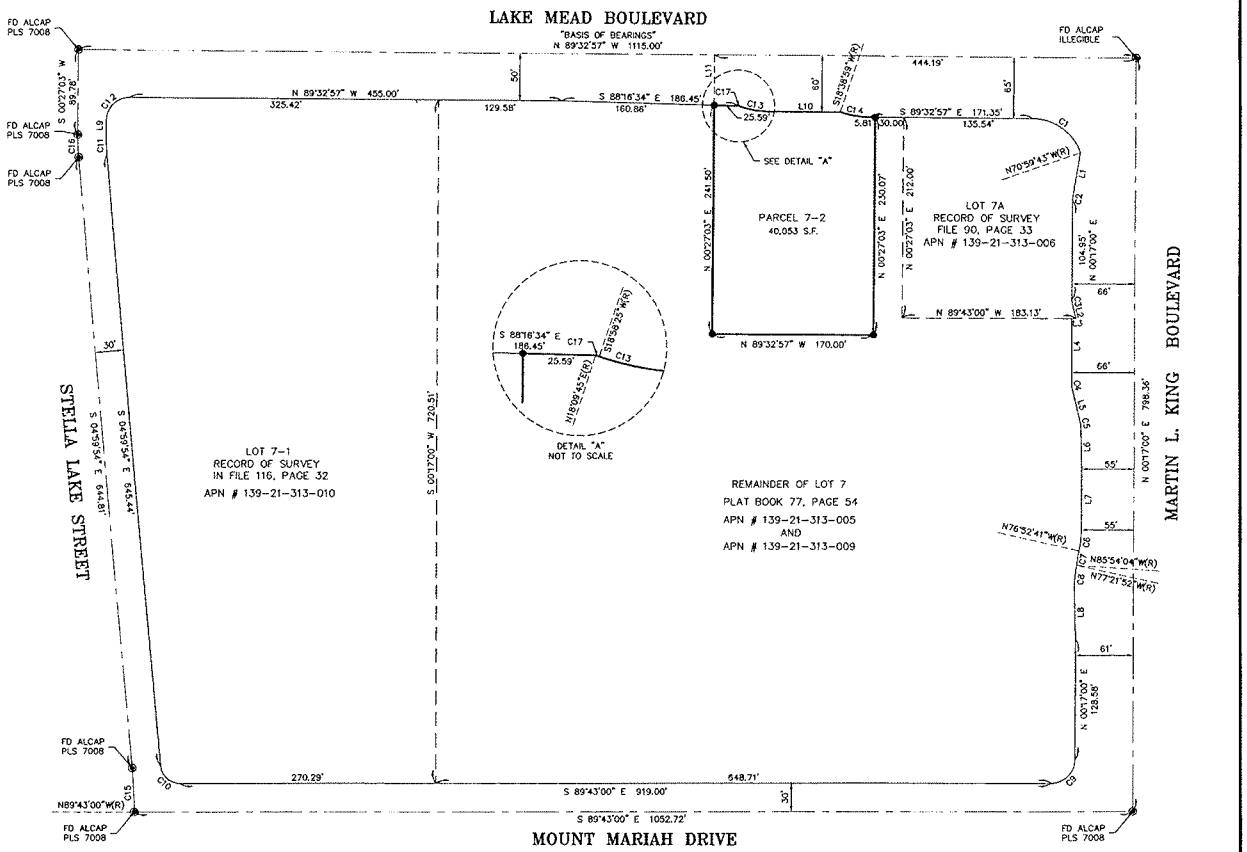
C16	5°26'57"	250.00'	23.76'	11.90'
C17	0°48'40"	95.00'	1.35	0.67'





LEGEND

———	RIGHT OF WAY
— — — —	LOT LINE
———	PROPERTY LINE
——— - ———	CENTERLINE
◉	FOUND MONUMENTS AS NOTED
●	SET 5/8" RE-BAR & CAP PLS 12469
APN	ASSESSORS PARCEL NUMBER
(R)	RADIAL LINE

SURVEYOR'S CERTIFICATE

FOR COMPLETE SURVEYOR'S CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RIEKKI, PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12/31/2011

11/9/10

SHEET 2 OF 2

RECORD OF SURVEY OF

A PORTION OF LOT 7
OF
AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54 OF PLATS
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY:	HJB
CHECKED BY:	OS/ARR
DATE:	01-18-2010
FILE NAME:	MARTIN L KING & LAKE MEAD
ADDRESS:	3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

EXHIBIT I
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

IRREVOCABLE ESCROW INSTRUCTIONS

_____, 2010

First American Title Insurance Company
10655 Park Run Drive, Ste. 140
Las Vegas, Nevada 89144

Re: Escrow No.
First American Title Insurance Company

Dear Sir or Madam:

Churchill Security Investments, LLC, a Nevada limited liability company ("Developer"), one of the undersigned, has entered into that certain Disposition and development Agreement with and effective date of _____, 2010 ("Agreement"), with the City of Las Vegas ("City"), the other party to these instructions, providing for conveyance of a certain parcel of real property ("Site").

The Site is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed ("Quitclaim Deed").

Section 12 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions for the purpose of instructing you as to the disposition of the Quitclaim Deed.

In the event that you receive from the City a notice certifying that a copy of it said notice has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 13 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of twenty (20) days after receipt of said notice record the Quitclaim Deed, provided, however, prior to recording the Quitclaim Deed you shall confirm that the developer has received from the City the consideration required pursuant to the Agreement.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of twenty (20) after receipt of said notice return the Quitclaim Deed to the Developer, unless during the twenty (20) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's right to cause the Quitclaim Deed to be recorded has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Developer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the Site to the City and is not intended to terminate a security interest in the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

_____
Date

Attest: _____
Beverly K. Bridges, MMC City Clerk

CHURCHILL SECURITY INVESTMENTS, LLC
a Nevada limited liability company

By: _____
HANK GORDON, Trustee

_____, on behalf of First American Title Insurance Company, hereby accepts and agrees to carry out these escrow instructions.

First American Title Insurance Company:

By:_____
Print Name: _____

EXHIBIT J
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

MCDONALD'S EASEMENT LOCATION

EXHIBIT "J"

JANUARY 14, 2010
BY: ARR
P.R. BY: HJB

INGRESS/EGRESS AND CROSS ACCESS EASEMENT
ENTERPRISE PARK

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A 30.00 WIDE STRIP OF LAND GENERALLY LOCATED SOUTH OF LAKE MEAD BOULEVARD AND WEST OF MARTIN L. KING BOULEVARD, FOR INGRESS/EGRESS AND CROSS ACCESS EASEMENT PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 7 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, 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, 30.00 FEET WIDE, LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND LAKE MEAD BOULEVARD; THENCE NORTH 89°32'57" WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 259.19 FEET; THENCE SOUTH 00°27'03" WEST, DEPARTING SAID CENTERLINE, 65.00 FEET TO A PONT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE MEAD BOULEVARD, SAME BEING **THE POINT OF BEGINNING;**

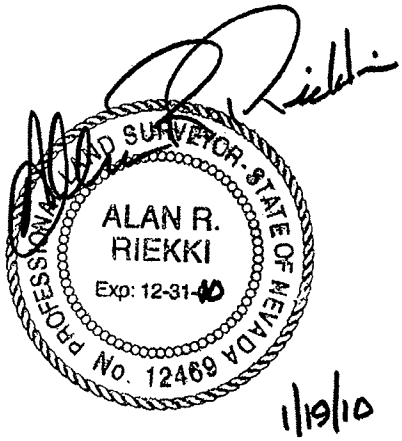
THENCE SOUTH 00°27'03" WEST ALONG A LINE RUNNING PARALLEL WITH AND 15.00 FEET WEST OF THE WEST BOUNDARY LINE OF THAT PARCEL OF LAND CONVEYD BY DOCUMENT NO. 20070928, INSTRUMENT 02047 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, A DISTANCE OF 227.04 FEET TO A LINE RUNNING PARALLEL WITH AND 15.00 FEET SOUTH OF THE SOUTH BOUNDARY LINE OF SAID PARCEL OF LAND; THENCE SOUTH 89°43'00" EAST, ALONG SAID PARALLEL LINE, 194.05 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MARTIN L. KING BOULEVARD, SAME BEING THE **POINT OF TERMINATION.**

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED SO AS TO BEGIN ON THE SOUTHERLY RIGHT-OF-WAY OF SAID LAKE MEAD BOULEVARD AND TERMINATE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARTIN L. KING BOULEVARD, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

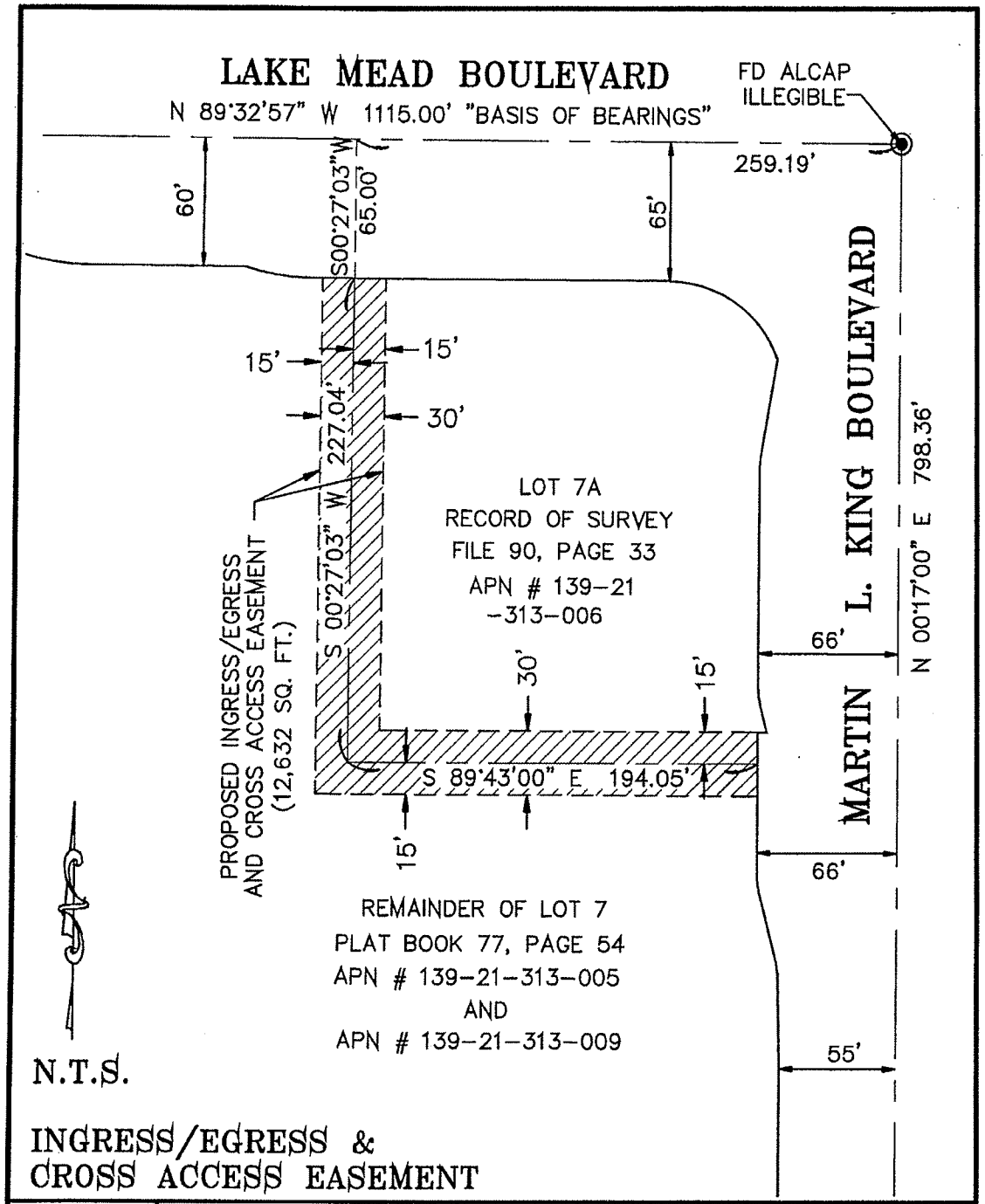
CONTAINING 12,632 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 89°32'57" WEST, BEING THE BEARING OF THE CENTERLINE OF LAKE MEAD BOULEVARD, AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS " AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54.

END OF DESCRIPTION.



1/19/10



INGRESS/EGRESS & CROSS ACCESS EASEMENT

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION A PORTION OF NE 1/4, SW 1/4, S21, T20S, R61E, M.D.M, CLARK COUNTY, NEVADA	DRAWING: EASEMENT DRAWN BY: HJB CHECKED BY: ARR
CITY OF LAS VEGAS – SURVEY 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217	DATE: 01/15/2009

Public Purpose/Impact Analysis

Title of Project: Disposition and Development Agreement (DDA) with Churchill Security Investments, LLC

Project Description: The City of Las Vegas proposes to enter into a Disposition and Development Agreement with Churchill Security Investments, LLC, for the purchase of approximately one (1) acre of vacant land located in Las Vegas Enterprise Park for the development of an approximately 4,195 square foot retail building that will be used as a full service bank branch.

Sponsor/Developer: Churchill Security Investments, LLC

Assistance Provided by: N/A

Number of Direct Jobs Created: 20 Permanent Jobs, Construction Jobs tbd

Number of Indirect Jobs Created: 15

Number of Direct Jobs Retained: tbd

Pertinent Statutes Used for Public Purpose:

268.063 (Economic Development) – Sale, lease or disposal of real property for redevelopment or economic development.

How Does the Project Benefit the Public:

The purpose of this project is to fulfill a need for quality commercial retail tenants within the heart of historic West Las Vegas. This project is expected to bring 20 permanent jobs to Las Vegas Enterprise Park, with an average annual payroll of $900,000. This project will bring more diverse choices in personal and business banking to the local community.

Quantitative Economic Benefits:

The development of this project will generate an average annual assessed value of $2.6 million dollars and will create 20 permanent jobs with an average annual payroll of $900,000.

Private Investment:

Total Private Capital investment is estimated at $2,300,000; $400,000 for site work, $1,500,000 for building and improvements, and $400,000 in land costs.

Public Investment:

$0.00

Total direct Economic Impact:

It is anticipated that the sale of the Property will have an average annual economic impact of approximately $6,500,000 per year to the community and will create a total of 35 permanent jobs as found in the Applied Analysis Economic Impact Report attached.

Total Indirect Economic Impact:

Indirect Economic Impacts generated from the new retail bank branch shall include an increase in sales revenues to surrounding area businesses and retailers including: grocery, gas, fast-food, casual dining, post office, health and beauty and miscellaneous related services within Las Vegas Enterprise Park, and the surrounding community.

Economic Impact Study Performed:	Yes X	No ☐
Return on Investment Analysis Performed:	Yes☐	No X

DATA INPUT FORM
PROSPECT INFORMATION

Project Name: Churchill Bank
Industry Name: Finance and Insurance

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
BASIC PROSPECT INFORMATION										
Total Direct Employment:	0	20	20	20	20	20	20	20	20	20
Percent of Employees Living in Las Vegas	50%	33%	33%	33%	33%	33%	33%	33%	33%	33%
Taxable Direct Sales	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Annual Payroll:	$0	$900,000	$927,000	$954,810	$983,454	$1,012,958	$1,043,347	$1,074,647	$1,106,886	$1,140,093
Percent Skilled Workforce	0%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Percent Semi-Skilled Workforce	0%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Percent Unskilled Workforce	100%	40%	40%	40%	40%	40%	40%	40%	40%	40%
REAL ESTATE AND EQUIPMENT										
Total Value of New Construction	$0	$1,900,000	$0	$0	$0	$0	$0	$0	$0	$0
Percent of Construction Value incl. in Assessed Value	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%
Land Value	$0	$400,000	$0	$0	$0	$0	$0	$0	$0	$0
Land Area in Acres	0.0	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Building Square Footage (new constr. only)	0	4,195	0	0	0	0	0	0	0	0
Purchase Price (if buying existing building)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Lease Cost (if leasing existing space)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Value of Local Equipment Purchases	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Value of Nonlocal Equipment Purchases	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
UTILITIES AND INFRASTRUCTURE										
Estimated Monthly Electric Costs	$0	$48,000	$48,960	$49,939	$50,938	$51,957	$52,996	$54,056	$55,137	$56,240
Estimated Monthly Natural Gas Costs	$0	$2,400	$2,448	$2,497	$2,547	$2,598	$2,650	$2,703	$2,757	$2,812
Est. Monthly Sewer Use (000 gallons)	0.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
New Park Acres Added	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Street Lane Miles Added	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RESIDENTIAL PROJECTS ONLY										
New Housing Units (res. projects only)	0	0	0	0	0	0	0	0	0	0
Average Square Feet per Unit	0	0	0	0	0	0	0	0	0	0
Percent of Year Units are Occupied	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
If residential, is this a multi-family project? (yes=1, no=0)	0									
CASINO PROJECTS ONLY										
Number of Slot Machines	0	0	0	0	0	0	0	0	0	0
Number of Card Tables	0	0	0	0	0	0	0	0	0	0
Number of Other Table Games	0	0	0	0	0	0	0	0	0	0
Casino Revenues Subject to County Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Gaming License Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INCENTIVES										
Project in Redevelopment Area (yes/no)	1									
Economic Development Assistance Expenditures in RDA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

DATA INPUT FORM
PROSPECT INFORMATION

Project Name: Churchill Bank
Industry Name: Finance and Insurance

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
CITY- FUNDED OFF SITE IMPROVEMENTS OR CONTRIBUTIONS										
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Annual City Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CREDITS FOR DEVELOPER IMPROVEMENTS										
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Annual Developer Credits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

DEMOGRAPHIC RATES	
Direct Population per Household (Residential Projects)	
Single Family	2.66
Multi-Family and Condo	2.30
School Age Population per Household	
K-8 Students	0.31
9-12 Students	0.13

TOTAL ECONOMIC IMPACT SUMMARY
CITY OF LAS VEGAS
Churchill Bank

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Demographic										
Population	0	24	24	25	25	25	26	26	26	27
School Age Population	0	4	4	4	4	4	4	4	4	4
Households	0	9	9	9	9	10	10	10	10	10
Economic										
Employment	0	34	34	35	35	36	36	37	37	38
Personal Income	$0	$468,690	$482,751	$497,234	$512,151	$527,515	$543,341	$559,641	$576,430	$593,723
Output	$0	$4,651,523	$4,791,069	$4,934,801	$5,082,845	$5,235,330	$5,392,390	$5,554,162	$5,720,786	$5,892,410
Real Estate										
Residential Units	0	9	9	9	9	10	10	10	10	10
Non-residential Sq. Feet	0	13,070	13,271	13,478	13,691	13,910	14,137	14,369	14,609	14,856
Assessed Value	$0	$2,730,698	$2,747,525	$2,764,857	$2,782,709	$2,801,096	$2,820,035	$2,839,542	$2,859,634	$2,880,329

TOTAL ECONOMIC IMPACT
CITY OF LAS VEGAS
Churchill Bank

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Demographic										
Population	27	27	27	27	27	27	27	27	27	27
School Age Population	4	4	4	4	4	4	4	4	4	4
Households	10	10	10	10	10	10	10	10	10	10
Economic										
Employment	38	39	39	40	41	41	42	42	43	44
Personal Income	$611,535	$629,881	$648,777	$668,240	$688,288	$708,936	$730,204	$752,110	$774,674	$797,914
Output	$6,069,182	$6,251,258	$6,438,795	$6,631,959	$6,830,918	$7,035,846	$7,246,921	$7,464,329	$7,688,259	$7,918,906
Real Estate										
Residential Units	10	10	10	10	10	10	10	10	10	10
Non-residential Sq. Feet	15,111	14,856	14,856	14,856	14,856	14,856	14,856	14,856	14,856	14,856
Assessed Value	$2,880,329	$2,880,329	$2,880,329	$2,880,329	$2,880,329	$2,880,329	$2,880,329	$2,880,329	$2,880,329	$2,880,329

OVERALL FISCAL IMPACT SUMMARY
CITY OF LAS VEGAS
Churchill Bank
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Fund-Direct										
Revenues	$701	$39,196	$34,491	$35,107	$35,735	$36,376	$37,030	$37,696	$38,376	$39,070
Expenditures and Transfers Out	$61	$13,813	$6,911	$6,965	$7,019	$7,074	$7,131	$7,189	$7,248	$7,308
Net Impact	$640	$25,384	$27,580	$28,143	$28,716	$29,302	$29,899	$30,508	$31,129	$31,762
Developer Dedications	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net General Fund Impact with Credits	$640	$25,384	$27,580	$28,143	$28,716	$29,302	$29,899	$30,508	$31,129	$31,762
Special Funds-Direct										
Revenues	$0	$26,243	$13,568	$13,570	$13,572	$13,573	$13,575	$13,577	$13,579	$13,581
Expenditures and Transfers Out	$1	$26,497	$14,483	$14,484	$14,486	$14,488	$14,489	$14,491	$14,493	$14,494
Net Impact	($1)	($253)	($915)	($915)	($914)	($914)	($914)	($914)	($914)	($913)
Direct Net Impact-All Funds	$639	$25,131	$26,665	$27,228	$27,802	$28,388	$28,985	$29,594	$30,215	$30,849
General Fund-Total										
Revenues	$714	$58,298	$52,887	$53,902	$54,941	$56,005	$57,094	$58,210	$59,352	$60,521
Expenditures and Transfers Out	$61	$30,447	$23,397	$23,731	$24,075	$24,428	$24,791	$25,164	$25,548	$25,943
Net Impact	$652	$27,851	$29,490	$30,171	$30,867	$31,578	$32,304	$33,045	$33,803	$34,578
Special Funds-Total										
Revenues	$0	$27,403	$14,744	$14,763	$14,783	$14,803	$14,823	$14,844	$14,866	$14,889
Expenditures and Transfers Out	$1	$27,879	$14,613	$14,635	$14,658	$14,681	$14,705	$14,730	$14,756	$14,782
Net Impact	($1)	($476)	$132	$128	$125	$122	$118	$114	$111	$107
Total Net Impact-All Funds**	$651	$27,375	$29,622	$30,299	$30,992	$31,699	$32,422	$33,160	$33,914	$34,684
Total Revenues Generated Per Dollar of O&M Expenditures	$11.42	$1.47	$1.78	$1.79	$1.80	$1.81	$1.82	$1.83	$1.84	$1.85

* Net Present Value of ten-year impact discounted at 4 percent annually.
**Total includes developer improvement credits and city contributions.

OVERALL FISCAL IMPACT SUMMARY
CITY OF LAS VEGAS
Churchill Bank
2009 Dollars

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	NPV 10 year*	NPV 20 year*
General Fund-Direct												
Revenues	$39,778	$40,499	$41,235	$41,986	$42,752	$43,533	$44,330	$45,142	$45,971	$46,817	$264,747	$500,101
Expenditures and Transfers Out	$7,369	$7,431	$7,495	$7,560	$7,626	$7,694	$7,763	$7,833	$7,905	$7,978	$56,987	$98,869
Net Impact	$32,409	$33,068	$33,740	$34,426	$35,126	$35,839	$36,567	$37,309	$38,066	$38,839	$207,760	$401,232
Developer Dedications	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net General Fund Impact with Credits	$32,409	$33,068	$33,740	$34,426	$35,126	$35,839	$36,567	$37,309	$38,066	$38,839	$207,760	$401,232
Special Funds-Direct												
Revenues	$13,583	$13,585	$13,587	$13,589	$13,591	$13,594	$13,596	$13,598	$13,601	$13,603	$108,759	$183,236
Expenditures and Transfers Out	$14,496	$14,498	$14,500	$14,502	$14,504	$14,506	$14,508	$14,510	$14,512	$14,514	$114,684	$194,160
Net Impact	($913)	($913)	($913)	($913)	($912)	($912)	($912)	($912)	($911)	($911)	($5,925)	($10,925)
Direct Net Impact-All Funds	$31,495	$32,155	$32,827	$33,513	$34,213	$34,927	$35,655	$36,398	$37,155	$37,928	$201,835	$390,307
General Fund-Total												
Revenues	$61,237	$61,972	$62,722	$63,487	$64,267	$65,063	$65,874	$66,702	$67,546	$68,408	$405,604	$758,868
Expenditures and Transfers Out	$25,992	$26,055	$26,119	$26,185	$26,252	$26,321	$26,391	$26,462	$26,535	$26,609	$181,090	$325,035
Net Impact	$35,245	$35,917	$36,602	$37,301	$38,014	$38,742	$39,483	$40,240	$41,012	$41,799	$224,513	$433,833
Special Funds-Total												
Revenues	$14,891	$14,893	$14,895	$14,897	$14,899	$14,901	$14,904	$14,906	$14,908	$14,911	$117,526	$199,168
Expenditures and Transfers Out	$14,764	$14,766	$14,768	$14,770	$14,772	$14,774	$14,776	$14,778	$14,780	$14,782	$117,218	$198,162
Net Impact	$127	$127	$127	$127	$127	$128	$128	$128	$128	$128	$308	$1,006
Total Net Impact-All Funds**	$35,372	$36,044	$36,729	$37,429	$38,142	$38,869	$39,611	$40,368	$41,140	$41,927	$224,821	$434,839
Total Revenues Generated Per Dollar of O&M Expenditures	$1.87	$1.88	$1.90	$1.91	$1.93	$1.95	$1.96	$1.98	$2.00	$2.01		

* Net Present Value of ten-year impact discounted at 4 p
**Total includes developer improvement credits and city

FISCAL IMPACT SUMMARY BY FUND
CITY OF LAS VEGAS
Churchill Bank
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Fund - Direct										
Revenues	$701	$39,196	$34,491	$35,107	$35,735	$36,376	$37,030	$37,696	$38,376	$39,070
Expenditures and Transfers Out	$61	$13,813	$6,911	$6,965	$7,019	$7,074	$7,131	$7,189	$7,248	$7,308
Net Impact before Credits	$640	$25,384	$27,580	$28,143	$28,716	$29,302	$29,899	$30,508	$31,129	$31,762
Developer Dedications	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net General Fund Impact with Credits	$640	$25,384	$27,580	$28,143	$28,716	$29,302	$29,899	$30,508	$31,129	$31,762
Multipurpose SRF - Direct										
Revenues	$0	$777	$267	$269	$270	$272	$274	$276	$278	$280
Expenditures and Transfers Out	$1	$1,178	$978	$979	$981	$983	$984	$986	$988	$990
Net Impact	($1)	($401)	($711)	($711)	($711)	($710)	($710)	($710)	($710)	($710)
Park Construction SRF - Direct										
Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures and Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Street Maintenance SRF - Direct										
Revenues	$0	$1	$1	$1	$1	$1	$1	$1	$1	$1
Expenditures and Transfers Out	$0	$205	$205	$205	$205	$205	$205	$205	$205	$205
Net Impact	$0	($204)	($204)	($204)	($204)	($204)	($204)	($204)	($204)	($204)
Development Services EF - Direct										
Revenues	$0	$12,165	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures and Transfers Out	$0	$11,814	$0	$0	$0	$0	$0	$0	$0	$0
Net Impact	$0	$352	$0	$0	$0	$0	$0	$0	$0	$0
Redevelopment Agency Funds - Direct										
Revenues	$0	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300
Expenditures and Transfers Out	$0	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Direct Net Impact-All Funds	$639	$25,131	$26,665	$27,228	$27,802	$28,388	$28,985	$29,594	$30,215	$30,849
Direct Revenues Generated Per Dollar of O&M Expenditures	$11.36	$1.93	$4.29	$4.34	$4.39	$4.44	$4.48	$4.53	$4.58	$4.63

FISCAL IMPACT SUMMARY BY FUND
CITY OF LAS VEGAS
Churchill Bank
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Fund-Total										
Revenues	$714	$58,298	$52,887	$53,902	$54,941	$56,005	$57,094	$58,210	$59,352	$60,521
Expenditures	$61	$30,447	$23,397	$23,731	$24,075	$24,428	$24,791	$25,164	$25,548	$25,943
Net Impact	$652	$27,851	$29,490	$30,171	$30,867	$31,578	$32,304	$33,045	$33,803	$34,578
Multipurpose SRF - Total										
Revenues	$0	$1,576	$1,078	$1,093	$1,107	$1,122	$1,138	$1,154	$1,170	$1,187
Expenditures and Transfers Out	$1	$2,520	$1,060	$1,075	$1,090	$1,105	$1,121	$1,137	$1,154	$1,171
Net Impact	($1)	($944)	$18	$18	$17	$17	$17	$17	$16	$16
Park Construction SRF - Total										
Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures and Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Street Maintenance SRF - Total										
Revenues	$0	$361	$366	$370	$375	$380	$385	$390	$395	$401
Expenditures and Transfers Out	$0	$245	$252	$260	$267	$275	$284	$292	$301	$310
Net Impact	$0	$117	$114	$111	$108	$104	$101	$98	$94	$91
Development Services EF - Total										
Revenues	$0	$12,165	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures and Transfers Out	$0	$11,814	$0	$0	$0	$0	$0	$0	$0	$0
Net Impact	$0	$352	$0	$0	$0	$0	$0	$0	$0	$0
Redevelopment Agency Funds - Total										
Revenues	$0	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300
Expenditures and Transfers Out	$0	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Net Impact-All Funds**	$651	$27,375	$29,622	$30,299	$30,992	$31,699	$32,422	$33,160	$33,914	$34,684
Total Revenues Generated Per Dollar of O&M Expenditures	$11.42	$1.61	$2.20	$2.21	$2.22	$2.23	$2.24	$2.25	$2.26	$2.26

* Net Present Value of ten and twenty-year impact discounted at 4 percent annually.
**Total includes developer improvement credits and city contributions.

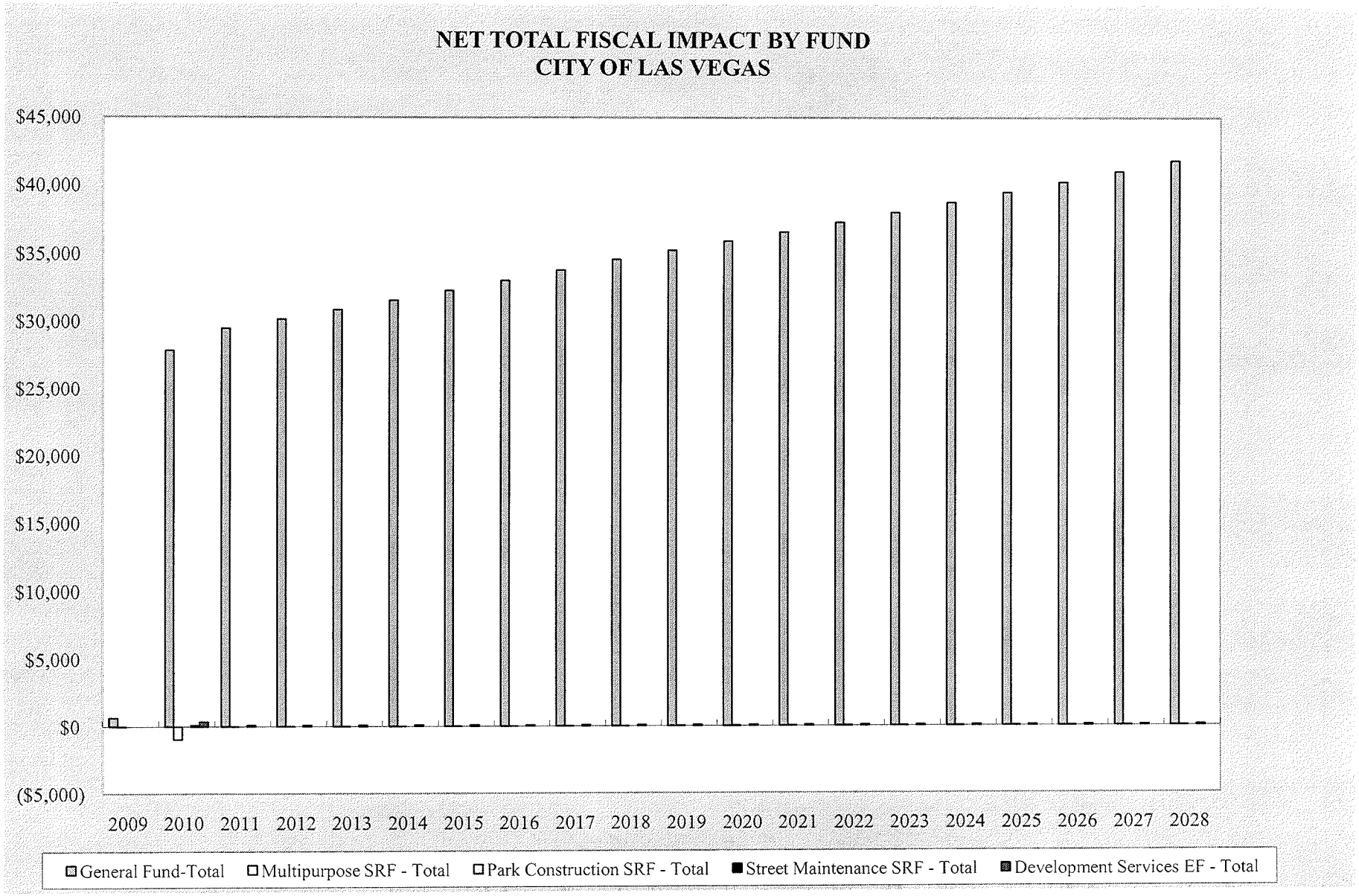
FISCAL IMPACT SUMMARY BY FUND
CITY OF LAS VEGAS
Churchill Bank
2009 Dollars

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	NPV 10 year*	NPV 20 year*
General Fund - Direct												
Revenues	$39,778	$40,499	$41,235	$41,986	$42,752	$43,533	$44,330	$45,142	$45,971	$46,817	$264,747	$500,101
Expenditures and Transfers Out	$7,369	$7,431	$7,495	$7,560	$7,626	$7,694	$7,763	$7,833	$7,905	$7,978	$56,987	$98,869
Net Impact before Credits	$32,409	$33,068	$33,740	$34,426	$35,126	$35,839	$36,567	$37,309	$38,066	$38,839	$207,760	$401,232
Developer Dedications	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net General Fund Impact with Credits	$32,409	$33,068	$33,740	$34,426	$35,126	$35,839	$36,567	$37,309	$38,066	$38,839	$207,760	$401,232
Multipurpose SRF - Direct												
Revenues	$282	$284	$286	$288	$290	$293	$295	$297	$299	$302	$2,417	$4,011
Expenditures and Transfers Out	$991	$993	$995	$997	$999	$1,001	$1,003	$1,005	$1,007	$1,009	$7,210	$12,687
Net Impact	($709)	($709)	($709)	($709)	($709)	($708)	($708)	($708)	($708)	($707)	($4,793)	($8,675)
Park Construction SRF - Direct												
Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures and Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Street Maintenance SRF - Direct												
Revenues	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$5	$9
Expenditures and Transfers Out	$205	$205	$205	$205	$205	$205	$205	$205	$205	$205	$1,463	$2,584
Net Impact	($204)	($204)	($204)	($204)	($204)	($204)	($204)	($204)	($204)	($204)	($1,457)	($2,574)
Development Services EF - Direct												
Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$11,248	$11,248
Expenditures and Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,922	$10,922
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$325	$325
Redevelopment Agency Funds - Direct												
Revenues	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$95,089	$167,968
Expenditures and Transfers Out	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$95,089	$167,968
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Direct Net Impact-All Funds	$31,495	$32,155	$32,827	$33,513	$34,213	$34,927	$35,655	$36,398	$37,155	$37,928	$201,835	$390,307
Direct Revenues Generated Per Dollar of O&M Expenditures	$4.68	$4.73	$4.78	$4.83	$4.87	$4.92	$4.97	$5.03	$5.08	$5.13		

FISCAL IMPACT SUMMARY BY FUND
CITY OF LAS VEGAS
Churchill Bank
2009 Dollars

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	NPV 10 year*	NPV 20 year*
General Fund-Total												
Revenues	$61,237	$61,972	$62,722	$63,487	$64,267	$65,063	$65,874	$66,702	$67,546	$68,408	$405,604	$758,868
Expenditures	$25,992	$26,055	$26,119	$26,185	$26,252	$26,321	$26,391	$26,462	$26,535	$26,609	$181,090	$325,035
Net Impact	$35,245	$35,917	$36,602	$37,301	$38,014	$38,742	$39,483	$40,240	$41,012	$41,799	$224,513	$433,833
Multipurpose SRF - Total												
Revenues	$1,189	$1,191	$1,193	$1,196	$1,198	$1,200	$1,202	$1,205	$1,207	$1,209	$8,479	$15,045
Expenditures and Transfers Out	$1,154	$1,156	$1,157	$1,159	$1,161	$1,163	$1,165	$1,168	$1,170	$1,172	$9,247	$15,614
Net Impact	$36	$36	$36	$36	$36	$37	$37	$37	$37	$37	($768)	($568)
Park Construction SRF - Total												
Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures and Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Street Maintenance SRF - Total												
Revenues	$401	$401	$401	$401	$401	$401	$401	$401	$401	$401	$2,710	$4,907
Expenditures and Transfers Out	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$1,960	$3,659
Net Impact	$91	$91	$91	$91	$91	$91	$91	$91	$91	$91	$751	$1,249
Development Services EF - Total												
Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$11,248	$11,248
Expenditures and Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,922	$10,922
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$325	$325
Redevelopment Agency Funds - Total												
Revenues	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$95,089	$167,968
Expenditures and Transfers Out	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$13,300	$95,089	$167,968
Net Impact	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Net Impact-All Funds**	$35,372	$36,044	$36,729	$37,429	$38,142	$38,869	$39,611	$40,368	$41,140	$41,927	$224,821	$434,839
Total Revenues Generated Per Dollar of O&M Expenditures	$2.29	$2.31	$2.33	$2.35	$2.38	$2.40	$2.42	$2.44	$2.47	$2.49		

* Net Present Value of ten and twenty-year impact disc
**Total includes developer improvement credits and ci


NET TOTAL FISCAL IMPACT BY FUND
CITY OF LAS VEGAS
$45,000
$40,000
$35,000
$30,000
$25,000
$20,000
$15,000
$10,000
$5,000
$0
($5,000)
2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028
General Fund-Total
Multipurpose SRF - Total
Park Construction SRF - Total
Street Maintenance SRF - Total
Development Services EF - Total

ECONOMIC IMPACT OF OPERATIONS: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2009				
	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
School Age Population (K-8)	0	0	0	0
School Age Population (9-12)	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2010				
	Direct	Supplier	Consumer	Total
Employment	20	7	7	34
Resident Population	14	5	5	24
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$297,000	$91,143	$80,547	$468,690
Output or Sales	$3,212,446	$747,323	$691,754	$4,651,523

2011				
	Direct	Supplier	Consumer	Total
Employment	20	7	7	34
Resident Population	14	5	5	24
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$305,910	$93,877	$82,964	$482,751
Output or Sales	$3,308,820	$769,742	$712,507	$4,791,069

2012				
	Direct	Supplier	Consumer	Total
Employment	20	7	7	35
Resident Population	14	5	5	25
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$315,087	$96,694	$85,453	$497,234
Output or Sales	$3,408,084	$792,835	$733,882	$4,934,801

2013				
	Direct	Supplier	Consumer	Total
Employment	20	8	8	35
Resident Population	14	5	5	25
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$324,540	$99,594	$88,016	$512,151
Output or Sales	$3,510,327	$816,620	$755,898	$5,082,845

ECONOMIC IMPACT OF OPERATIONS: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2014				
	Direct	Supplier	Consumer	Total
Employment	20	8	8	36
Resident Population	14	6	6	25
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$334,276	$102,582	$90,657	$527,515
Output or Sales	$3,615,636	$841,118	$778,575	$5,235,330

2015				
	Direct	Supplier	Consumer	Total
Employment	20	8	8	36
Resident Population	14	6	6	26
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$344,304	$105,660	$93,376	$543,341
Output or Sales	$3,724,106	$866,352	$801,932	$5,392,390

2016				
	Direct	Supplier	Consumer	Total
Employment	20	8	8	37
Resident Population	14	6	6	26
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$354,634	$108,830	$96,178	$559,641
Output or Sales	$3,835,829	$892,343	$825,990	$5,554,162

2017				
	Direct	Supplier	Consumer	Total
Employment	20	9	9	37
Resident Population	14	6	6	26
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$365,273	$112,094	$99,063	$576,430
Output or Sales	$3,950,904	$919,113	$850,770	$5,720,786

2018				
	Direct	Supplier	Consumer	Total
Employment	20	9	9	38
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$376,231	$115,457	$102,035	$593,723
Output or Sales	$4,069,431	$946,686	$876,293	$5,892,410

ECONOMIC IMPACT OF OPERATIONS: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2019				
	Direct	Supplier	Consumer	Total
Employment	20	9	9	38
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$387,518	$118,921	$105,096	$611,535
Output or Sales	$4,191,514	$975,087	$902,582	$6,069,182

2020				
	Direct	Supplier	Consumer	Total
Employment	20	9	9	39
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$399,143	$122,489	$108,249	$629,881
Output or Sales	$4,317,259	$1,004,339	$929,659	$6,251,258

2021				
	Direct	Supplier	Consumer	Total
Employment	20	10	10	39
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$411,117	$126,163	$111,496	$648,777
Output or Sales	$4,446,777	$1,034,470	$957,549	$6,438,795

2022				
	Direct	Supplier	Consumer	Total
Employment	20	10	10	40
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$423,451	$129,948	$114,841	$668,240
Output or Sales	$4,580,180	$1,065,504	$986,276	$6,631,959

2023				
	Direct	Supplier	Consumer	Total
Employment	20	10	10	41
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$436,155	$133,847	$118,286	$688,288
Output or Sales	$4,717,585	$1,097,469	$1,015,864	$6,830,918

ECONOMIC IMPACT OF OPERATIONS: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2024				
	Direct	Supplier	Consumer	Total
Employment	20	11	11	41
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$449,239	$137,862	$121,835	$708,936
Output or Sales	$4,859,113	$1,130,393	$1,046,340	$7,035,846

2025				
	Direct	Supplier	Consumer	Total
Employment	20	11	11	42
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$462,716	$141,998	$125,490	$730,204
Output or Sales	$5,004,886	$1,164,305	$1,077,730	$7,246,921

2026				
	Direct	Supplier	Consumer	Total
Employment	20	11	11	42
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$476,598	$146,258	$129,255	$752,110
Output or Sales	$5,155,033	$1,199,234	$1,110,062	$7,464,329

2027				
	Direct	Supplier	Consumer	Total
Employment	20	12	12	43
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$490,896	$150,645	$133,132	$774,674
Output or Sales	$5,309,684	$1,235,211	$1,143,364	$7,688,259

2028				
	Direct	Supplier	Consumer	Total
Employment	20	12	12	44
Resident Population	14	6	6	27
School Age Population (K-8)	2	1	1	3
School Age Population (9-12)	1	0	0	1
Personal Income	$505,623	$155,165	$137,126	$797,914
Output or Sales	$5,468,975	$1,272,267	$1,177,665	$7,918,906

Source: Applied Economics; IMPLAN Models.

DIRECT AND SUPPLIER IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2009		2010		2011		2012		2013	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$0	0	$28	0	$29	0	$30	0	$31	0
Mining	$0	0	$39	0	$41	0	$42	0	$43	0
Utilities	$0	0	$10,363	0	$10,674	0	$10,994	0	$11,324	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$0	0	$14,177	0	$14,602	0	$15,040	0	$15,491	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$0	0	$640	0	$659	0	$679	0	$699	0
Textiles and Apparel	$0	0	$20	0	$21	0	$22	0	$22	0
Leather Products	$0	0	$1	0	$1	0	$1	0	$1	0
Wood Products	$0	0	$249	0	$256	0	$264	0	$272	0
Paper Products	$0	0	$39	0	$40	0	$41	0	$42	0
Printing	$0	0	$4,625	0	$4,764	0	$4,906	0	$5,054	0
Petroleum and Related Chemicals	$0	0	$176	0	$181	0	$187	0	$192	0
Industrial Chemicals	$0	0	$791	0	$815	0	$839	0	$864	0
Pharmaceuticals and Medicine	$0	0	$33	0	$34	0	$35	0	$36	0
Plastic and Rubber Products	$0	0	$873	0	$899	0	$926	0	$954	0
Stone, Clay and Glass	$0	0	$46	0	$48	0	$49	0	$51	0
Nonmetallic Minerals	$0	0	$19	0	$20	0	$20	0	$21	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$0	0	$11	0	$11	0	$12	0	$12	0
Industrial Machinery	$0	0	$13	0	$14	0	$14	0	$14	0
Computers and Electronics	$0	0	$905	0	$932	0	$960	0	$989	0
Communication Equipment	$0	0	$71	0	$73	0	$75	0	$77	0
Instruments	$0	0	$205	0	$211	0	$218	0	$224	0
Media Recording and Reproduction	$0	0	$200	0	$206	0	$212	0	$219	0
Electrical Equipment	$0	0	$163	0	$168	0	$173	0	$178	0
Transportation Equipment	$0	0	$280	0	$289	0	$297	0	$306	0
Furniture and Fixtures	$0	0	$87	0	$90	0	$92	0	$95	0
Medical Equipment and Supplies	$0	0	$13	0	$14	0	$14	0	$15	0
Misc Manufacturing	$0	0	$856	0	$882	0	$908	0	$935	0
Wholesale Trade	$0	0	$6,908	0	$7,115	0	$7,329	0	$7,549	0
Transportation Services	$0	0	$38,741	0	$39,903	0	$41,100	0	$42,333	0
Warehousing and Storage	$0	0	$6,846	0	$7,052	0	$7,263	0	$7,481	0
Motor Vehicle and Parts Dealers	$0	0	$679	0	$699	0	$720	0	$741	0
Furniture and Home Furnishings Stores	$0	0	$113	0	$116	0	$120	0	$123	0
Electronics and Appliance Stores	$0	0	$307	0	$316	0	$326	0	$336	0
Building Material and Garden Supply Stores	$0	0	$735	0	$757	0	$779	0	$803	0
Food and Beverage Stores	$0	0	$1,143	0	$1,177	0	$1,213	0	$1,249	0
Health and Personal Care Stores	$0	0	$615	0	$634	0	$653	0	$672	0
Gasoline Stations	$0	0	$228	0	$235	0	$242	0	$249	0
Clothing and Clothing Accessories Stores	$0	0	$252	0	$260	0	$267	0	$275	0
Sporting Goods, Hobby, Book and Music Stores	$0	0	$319	0	$328	0	$338	0	$348	0
General Merchandise Stores	$0	0	$576	0	$593	0	$611	0	$629	0
Miscellaneous Store Retailers	$0	0	$571	0	$589	0	$606	0	$624	0
Nonstore Retailers	$0	0	$254	0	$262	0	$270	0	$278	0
Publishing	$0	0	$5,851	0	$6,026	0	$6,207	0	$6,393	0
Broadcasting and Media Production	$0	0	$6,228	0	$6,415	0	$6,607	0	$6,806	0
Telecommunications	$0	0	$20,705	0	$21,326	0	$21,965	0	$22,624	0
Information Services and Data Processing	$0	0	$2,290	0	$2,359	0	$2,429	0	$2,502	0
Finance and Insurance	$0	0	$3,478,507	22	$3,582,863	22	$3,690,348	22	$3,801,059	22
Real Estate	$0	0	$65,454	0	$67,417	0	$69,440	0	$71,523	0
Equipment Rental and Repair	$0	0	$27,199	0	$28,015	0	$28,856	0	$29,722	0
Professional and Scientific Services	$0	0	$129,567	2	$133,454	2	$137,457	2	$141,581	2
Computer Programming and System Development	$0	0	$3,640	0	$3,749	0	$3,861	0	$3,977	0
Scientific Research and Development Services	$0	0	$1,506	0	$1,551	0	$1,597	0	$1,645	0
Management of Companies and Enterprises	$0	0	$14,969	0	$15,418	0	$15,881	0	$16,357	0
Administrative and Support Services	$0	0	$33,655	1	$34,664	1	$35,704	1	$36,776	1
Education	$0	0	$2,114	0	$2,177	0	$2,243	0	$2,310	0
Health Services	$0	0	$14	0	$14	0	$15	0	$15	0
Social and Religious Services	$0	0	$2,725	0	$2,806	0	$2,891	0	$2,977	0
Arts, Entertainment, Recreation	$0	0	$2,071	0	$2,133	0	$2,197	0	$2,263	0
Other Amusement and Gambling	$0	0	$301	0	$310	0	$319	0	$329	0
Accomodation and Food Services	$0	0	$30,431	0	$31,344	0	$32,285	0	$33,253	0
Personal Services	$0	0	$10,147	0	$10,451	0	$10,765	0	$11,088	0
Federal Government and Military	$0	0	$23,326	0	$24,026	0	$24,747	0	$25,489	0
State and Local Government	$0	0	$5,860	0	$6,035	0	$6,216	0	$6,403	0
TOTAL	$0	0	$3,959,769	28	$4,078,562	28	$4,200,919	28	$4,326,946	28

Note: This table includes only direct and indirect ouput impacts, and corresponding direct and supplier jobs. Totals may not match summary due to rounding.

DIRECT AND SUPPLIER IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2014		2015		2016		2017		2018	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$32	0	$33	0	$34	0	$35	0	$36	0
Mining	$44	0	$46	0	$47	0	$48	0	$50	0
Utilities	$11,664	0	$12,014	0	$12,374	0	$12,746	0	$13,128	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$15,956	0	$16,434	0	$16,927	0	$17,435	0	$17,958	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$720	0	$742	0	$764	0	$787	0	$811	0
Textiles and Apparel	$23	0	$24	0	$24	0	$25	0	$26	0
Leather Products	$1	0	$1	0	$1	0	$1	0	$1	0
Wood Products	$280	0	$288	0	$297	0	$306	0	$315	0
Paper Products	$43	0	$45	0	$46	0	$48	0	$49	0
Printing	$5,205	0	$5,361	0	$5,522	0	$5,688	0	$5,859	0
Petroleum and Related Chemicals	$198	0	$204	0	$210	0	$217	0	$223	0
Industrial Chemicals	$890	0	$917	0	$944	0	$973	0	$1,002	0
Pharmaceuticals and Medicine	$37	0	$38	0	$39	0	$41	0	$42	0
Plastic and Rubber Products	$983	0	$1,012	0	$1,043	0	$1,074	0	$1,106	0
Stone, Clay and Glass	$52	0	$54	0	$55	0	$57	0	$59	0
Nonmetallic Minerals	$21	0	$22	0	$23	0	$23	0	$24	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$12	0	$13	0	$13	0	$13	0	$14	0
Industrial Machinery	$15	0	$15	0	$16	0	$16	0	$17	0
Computers and Electronics	$1,019	0	$1,049	0	$1,081	0	$1,113	0	$1,147	0
Communication Equipment	$79	0	$82	0	$84	0	$87	0	$89	0
Instruments	$231	0	$238	0	$245	0	$253	0	$260	0
Media Recording and Reproduction	$225	0	$232	0	$239	0	$246	0	$253	0
Electrical Equipment	$183	0	$189	0	$194	0	$200	0	$206	0
Transportation Equipment	$315	0	$325	0	$335	0	$345	0	$355	0
Furniture and Fixtures	$98	0	$101	0	$104	0	$107	0	$110	0
Medical Equipment and Supplies	$15	0	$16	0	$16	0	$17	0	$17	0
Misc Manufacturing	$964	0	$992	0	$1,022	0	$1,053	0	$1,084	0
Wholesale Trade	$7,775	0	$8,008	0	$8,249	0	$8,496	0	$8,751	0
Transportation Services	$43,603	0	$44,911	0	$46,259	0	$47,646	1	$49,076	1
Warehousing and Storage	$7,705	0	$7,937	0	$8,175	0	$8,420	0	$8,673	0
Motor Vehicle and Parts Dealers	$764	0	$787	0	$810	0	$834	0	$860	0
Furniture and Home Furnishings Stores	$127	0	$131	0	$135	0	$139	0	$143	0
Electronics and Appliance Stores	$346	0	$356	0	$367	0	$378	0	$389	0
Building Material and Garden Supply Stores	$827	0	$852	0	$877	0	$904	0	$931	0
Food and Beverage Stores	$1,286	0	$1,325	0	$1,365	0	$1,406	0	$1,448	0
Health and Personal Care Stores	$693	0	$713	0	$735	0	$757	0	$779	0
Gasoline Stations	$257	0	$265	0	$272	0	$281	0	$289	0
Clothing and Clothing Accessories Stores	$284	0	$292	0	$301	0	$310	0	$319	0
Sporting Goods, Hobby, Book and Music Stores	$359	0	$369	0	$380	0	$392	0	$404	0
General Merchandise Stores	$648	0	$667	0	$687	0	$708	0	$729	0
Miscellaneous Store Retailers	$643	0	$662	0	$682	0	$703	0	$724	0
Nonstore Retailers	$286	0	$295	0	$304	0	$313	0	$322	0
Publishing	$6,585	0	$6,782	0	$6,986	0	$7,195	0	$7,411	0
Broadcasting and Media Production	$7,010	0	$7,220	0	$7,437	0	$7,660	0	$7,889	0
Telecommunications	$23,303	0	$24,002	0	$24,722	0	$25,464	0	$26,228	0
Information Services and Data Processing	$2,577	0	$2,655	0	$2,734	0	$2,816	0	$2,901	0
Finance and Insurance	$3,915,091	22	$4,032,543	22	$4,153,520	23	$4,278,125	23	$4,406,469	23
Real Estate	$73,669	0	$75,879	0	$78,155	0	$80,500	0	$82,915	0
Equipment Rental and Repair	$30,613	0	$31,532	0	$32,478	0	$33,452	0	$34,456	0
Professional and Scientific Services	$145,828	2	$150,203	2	$154,709	2	$159,351	2	$164,131	2
Computer Programming and System Development	$4,097	0	$4,219	0	$4,346	0	$4,476	0	$4,611	0
Scientific Research and Development Services	$1,695	0	$1,745	0	$1,798	0	$1,852	0	$1,907	0
Management of Companies and Enterprises	$16,848	0	$17,353	0	$17,874	0	$18,410	0	$18,963	0
Administrative and Support Services	$37,879	1	$39,015	1	$40,186	1	$41,391	1	$42,633	1
Education	$2,379	0	$2,451	0	$2,524	0	$2,600	0	$2,678	0
Health Services	$16	0	$16	0	$17	0	$17	0	$18	0
Social and Religious Services	$3,067	0	$3,159	0	$3,253	0	$3,351	0	$3,452	0
Arts, Entertainment, Recreation	$2,331	0	$2,401	0	$2,473	0	$2,547	0	$2,623	0
Other Amusement and Gambling	$339	0	$349	0	$359	0	$370	0	$381	0
Accomodation and Food Services	$34,251	0	$35,278	0	$36,337	0	$37,427	0	$38,550	0
Personal Services	$11,420	0	$11,763	0	$12,116	0	$12,479	0	$12,854	0
Federal Government and Military	$26,254	0	$27,042	0	$27,853	0	$28,688	0	$29,549	0
State and Local Government	$6,595	0	$6,793	0	$6,997	0	$7,207	0	$7,423	0
TOTAL	$4,456,755	29	$4,590,457	29	$4,728,171	29	$4,870,016	30	$5,016,117	30

Note: This table includes only direct and indirect ouput in

DIRECT AND SUPPLIER IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2019		2020		2021		2022		2023	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$37	0	$38	0	$39	0	$40	0	$42	0
Mining	$51	0	$53	0	$55	0	$56	0	$58	0
Utilities	$13,522	0	$13,927	0	$14,345	0	$14,776	0	$15,219	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$18,497	0	$19,052	0	$19,624	0	$20,212	0	$20,819	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$835	0	$860	0	$886	0	$913	0	$940	0
Textiles and Apparel	$27	0	$27	0	$28	0	$29	0	$30	0
Leather Products	$1	0	$1	0	$1	0	$1	0	$1	0
Wood Products	$324	0	$334	0	$344	0	$355	0	$365	0
Paper Products	$50	0	$52	0	$53	0	$55	0	$57	0
Printing	$6,034	0	$6,215	0	$6,402	0	$6,594	0	$6,792	0
Petroleum and Related Chemicals	$230	0	$237	0	$244	0	$251	0	$259	0
Industrial Chemicals	$1,032	0	$1,063	0	$1,095	0	$1,127	0	$1,161	0
Pharmaceuticals and Medicine	$43	0	$44	0	$46	0	$47	0	$48	0
Plastic and Rubber Products	$1,139	0	$1,173	0	$1,209	0	$1,245	0	$1,282	0
Stone, Clay and Glass	$60	0	$62	0	$64	0	$66	0	$68	0
Nonmetallic Minerals	$25	0	$25	0	$26	0	$27	0	$28	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$14	0	$15	0	$15	0	$16	0	$16	0
Industrial Machinery	$17	0	$18	0	$18	0	$19	0	$19	0
Computers and Electronics	$1,181	0	$1,217	0	$1,253	0	$1,291	0	$1,329	0
Communication Equipment	$92	0	$95	0	$98	0	$101	0	$104	0
Instruments	$268	0	$276	0	$284	0	$293	0	$302	0
Media Recording and Reproduction	$261	0	$269	0	$277	0	$285	0	$294	0
Electrical Equipment	$212	0	$219	0	$225	0	$232	0	$239	0
Transportation Equipment	$366	0	$377	0	$388	0	$400	0	$412	0
Furniture and Fixtures	$114	0	$117	0	$120	0	$124	0	$128	0
Medical Equipment and Supplies	$18	0	$18	0	$19	0	$19	0	$20	0
Misc Manufacturing	$1,117	0	$1,151	0	$1,185	0	$1,221	0	$1,257	0
Wholesale Trade	$9,013	0	$9,284	0	$9,562	0	$9,849	0	$10,145	0
Transportation Services	$50,548	1	$52,065	1	$53,626	1	$55,235	1	$56,892	1
Warehousing and Storage	$8,933	0	$9,201	0	$9,477	0	$9,761	0	$10,054	0
Motor Vehicle and Parts Dealers	$885	0	$912	0	$939	0	$967	0	$996	0
Furniture and Home Furnishings Stores	$147	0	$152	0	$156	0	$161	0	$166	0
Electronics and Appliance Stores	$401	0	$413	0	$425	0	$438	0	$451	0
Building Material and Garden Supply Stores	$959	0	$987	0	$1,017	0	$1,048	0	$1,079	0
Food and Beverage Stores	$1,491	0	$1,536	0	$1,582	0	$1,630	0	$1,679	0
Health and Personal Care Stores	$803	0	$827	0	$852	0	$877	0	$904	0
Gasoline Stations	$298	0	$307	0	$316	0	$325	0	$335	0
Clothing and Clothing Accessories Stores	$329	0	$339	0	$349	0	$359	0	$370	0
Sporting Goods, Hobby, Book and Music Stores	$416	0	$428	0	$441	0	$454	0	$468	0
General Merchandise Stores	$751	0	$773	0	$797	0	$821	0	$845	0
Miscellaneous Store Retailers	$746	0	$768	0	$791	0	$815	0	$839	0
Nonstore Retailers	$332	0	$342	0	$352	0	$363	0	$374	0
Publishing	$7,634	0	$7,863	0	$8,099	0	$8,342	0	$8,592	0
Broadcasting and Media Production	$8,126	0	$8,370	0	$8,621	0	$8,880	0	$9,146	0
Telecommunications	$27,015	0	$27,825	0	$28,660	0	$29,520	0	$30,405	0
Information Services and Data Processing	$2,988	0	$3,078	0	$3,170	0	$3,265	0	$3,363	0
Finance and Insurance	$4,538,663	23	$4,674,823	23	$4,815,068	23	$4,959,520	23	$5,108,305	23
Real Estate	$85,402	0	$87,964	0	$90,603	0	$93,321	0	$96,121	0
Equipment Rental and Repair	$35,489	0	$36,554	0	$37,650	0	$38,780	0	$39,943	0
Professional and Scientific Services	$169,055	3	$174,127	3	$179,351	3	$184,731	3	$190,273	3
Computer Programming and System Development	$4,749	0	$4,892	0	$5,038	0	$5,189	0	$5,345	0
Scientific Research and Development Services	$1,965	0	$2,023	0	$2,084	0	$2,147	0	$2,211	0
Management of Companies and Enterprises	$19,531	0	$20,117	0	$20,721	0	$21,343	0	$21,983	0
Administrative and Support Services	$43,912	1	$45,229	1	$46,586	1	$47,984	1	$49,423	1
Education	$2,758	0	$2,841	0	$2,926	0	$3,014	0	$3,104	0
Health Services	$18	0	$19	0	$19	0	$20	0	$20	0
Social and Religious Services	$3,555	0	$3,662	0	$3,772	0	$3,885	0	$4,001	0
Arts, Entertainment, Recreation	$2,702	0	$2,783	0	$2,866	0	$2,952	0	$3,041	0
Other Amusement and Gambling	$392	0	$404	0	$416	0	$429	0	$442	0
Accomodation and Food Services	$39,706	0	$40,897	0	$42,124	0	$43,388	0	$44,689	0
Personal Services	$13,239	0	$13,637	0	$14,046	0	$14,467	0	$14,901	0
Federal Government and Military	$30,436	0	$31,349	0	$32,289	0	$33,258	0	$34,256	1
State and Local Government	$7,645	0	$7,875	0	$8,111	0	$8,354	0	$8,605	0
TOTAL	$5,166,600	30	$5,321,598	30	$5,481,246	31	$5,645,684	31	$5,815,054	31

Note: This table includes only direct and indirect ouput ir

DIRECT AND SUPPLIER IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2024		2025		2026		2027		2028	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$43	0	$44	0	$45	0	$47	0	$48	0
Mining	$60	0	$61	0	$63	0	$65	0	$67	0
Utilities	$15,675	0	$16,146	0	$16,630	0	$17,129	0	$17,643	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$21,443	0	$22,087	0	$22,749	0	$23,432	0	$24,135	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$968	0	$997	0	$1,027	0	$1,058	0	$1,090	0
Textiles and Apparel	$31	0	$32	0	$33	0	$34	0	$35	0
Leather Products	$1	0	$1	0	$1	0	$1	0	$1	0
Wood Products	$376	0	$387	0	$399	0	$411	0	$423	0
Paper Products	$58	0	$60	0	$62	0	$64	0	$66	0
Printing	$6,995	0	$7,205	0	$7,421	0	$7,644	0	$7,873	0
Petroleum and Related Chemicals	$266	0	$274	0	$283	0	$291	0	$300	0
Industrial Chemicals	$1,196	0	$1,232	0	$1,269	0	$1,307	0	$1,346	0
Pharmaceuticals and Medicine	$50	0	$51	0	$53	0	$54	0	$56	0
Plastic and Rubber Products	$1,321	0	$1,360	0	$1,401	0	$1,443	0	$1,486	0
Stone, Clay and Glass	$70	0	$72	0	$74	0	$76	0	$79	0
Nonmetallic Minerals	$29	0	$30	0	$30	0	$31	0	$32	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$16	0	$17	0	$18	0	$18	0	$19	0
Industrial Machinery	$20	0	$20	0	$21	0	$22	0	$22	0
Computers and Electronics	$1,369	0	$1,410	0	$1,453	0	$1,496	0	$1,541	0
Communication Equipment	$107	0	$110	0	$113	0	$117	0	$120	0
Instruments	$311	0	$320	0	$330	0	$339	0	$350	0
Media Recording and Reproduction	$303	0	$312	0	$321	0	$331	0	$341	0
Electrical Equipment	$246	0	$254	0	$261	0	$269	0	$277	0
Transportation Equipment	$424	0	$437	0	$450	0	$463	0	$477	0
Furniture and Fixtures	$132	0	$136	0	$140	0	$144	0	$148	0
Medical Equipment and Supplies	$20	0	$21	0	$22	0	$22	0	$23	0
Misc Manufacturing	$1,295	0	$1,334	0	$1,374	0	$1,415	0	$1,457	0
Wholesale Trade	$10,449	0	$10,763	0	$11,085	0	$11,418	0	$11,761	0
Transportation Services	$58,599	1	$60,357	1	$62,168	1	$64,033	1	$65,954	1
Warehousing and Storage	$10,356	0	$10,666	0	$10,986	0	$11,316	0	$11,655	0
Motor Vehicle and Parts Dealers	$1,026	0	$1,057	0	$1,089	0	$1,121	0	$1,155	0
Furniture and Home Furnishings Stores	$171	0	$176	0	$181	0	$187	0	$192	0
Electronics and Appliance Stores	$465	0	$479	0	$493	0	$508	0	$523	0
Building Material and Garden Supply Stores	$1,111	0	$1,145	0	$1,179	0	$1,214	0	$1,251	0
Food and Beverage Stores	$1,729	0	$1,781	0	$1,834	0	$1,889	0	$1,946	0
Health and Personal Care Stores	$931	0	$959	0	$987	0	$1,017	0	$1,047	0
Gasoline Stations	$345	0	$356	0	$366	0	$377	0	$389	0
Clothing and Clothing Accessories Stores	$381	0	$393	0	$404	0	$417	0	$429	0
Sporting Goods, Hobby, Book and Music Stores	$482	0	$496	0	$511	0	$527	0	$542	0
General Merchandise Stores	$871	0	$897	0	$924	0	$951	0	$980	0
Miscellaneous Store Retailers	$864	0	$890	0	$917	0	$944	0	$973	0
Nonstore Retailers	$385	0	$396	0	$408	0	$420	0	$433	0
Publishing	$8,850	0	$9,115	0	$9,388	0	$9,670	0	$9,960	0
Broadcasting and Media Production	$9,420	0	$9,703	0	$9,994	0	$10,294	0	$10,603	0
Telecommunications	$31,317	0	$32,257	0	$33,225	0	$34,221	0	$35,248	0
Information Services and Data Processing	$3,464	0	$3,568	0	$3,675	0	$3,785	0	$3,898	0
Finance and Insurance	$5,261,555	23	$5,419,401	23	$5,581,983	23	$5,749,443	23	$5,921,926	24
Real Estate	$99,005	0	$101,975	0	$105,034	0	$108,185	0	$111,431	1
Equipment Rental and Repair	$41,142	0	$42,376	0	$43,647	0	$44,957	0	$46,305	0
Professional and Scientific Services	$195,981	3	$201,861	3	$207,916	3	$214,154	3	$220,579	3
Computer Programming and System Development	$5,505	0	$5,671	0	$5,841	0	$6,016	0	$6,196	0
Scientific Research and Development Services	$2,277	0	$2,346	0	$2,416	0	$2,489	0	$2,563	0
Management of Companies and Enterprises	$22,642	0	$23,322	0	$24,021	0	$24,742	0	$25,484	0
Administrative and Support Services	$50,906	1	$52,433	1	$54,006	1	$55,626	1	$57,295	1
Education	$3,197	0	$3,293	0	$3,392	0	$3,494	0	$3,599	0
Health Services	$21	0	$22	0	$22	0	$23	0	$24	0
Social and Religious Services	$4,121	0	$4,245	0	$4,372	0	$4,503	0	$4,639	0
Arts, Entertainment, Recreation	$3,132	0	$3,226	0	$3,323	0	$3,423	0	$3,525	0
Other Amusement and Gambling	$455	0	$469	0	$483	0	$497	0	$512	0
Accomodation and Food Services	$46,030	1	$47,411	1	$48,833	1	$50,298	1	$51,807	1
Personal Services	$15,348	0	$15,809	0	$16,283	0	$16,771	0	$17,274	0
Federal Government and Military	$35,283	1	$36,342	1	$37,432	1	$38,555	1	$39,712	1
State and Local Government	$8,863	0	$9,129	0	$9,403	0	$9,685	0	$9,976	0
TOTAL	$5,989,506	32	$6,169,191	32	$6,354,267	32	$6,544,895	33	$6,741,242	33

Note: This table includes only direct and indirect ouput in

TOTAL IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2009		2010		2011		2012		2013	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$0	0	$367	0	$378	0	$390	0	$401	0
Mining	$0	0	$150	0	$155	0	$159	0	$164	0
Utilities	$0	0	$34,028	0	$35,049	0	$36,101	0	$37,184	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$0	0	$19,136	0	$19,710	0	$20,302	0	$20,911	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$0	0	$13,327	0	$13,727	0	$14,138	0	$14,563	0
Textiles and Apparel	$0	0	$311	0	$320	0	$330	0	$340	0
Leather Products	$0	0	$132	0	$136	0	$140	0	$144	0
Wood Products	$0	0	$809	0	$833	0	$858	0	$884	0
Paper Products	$0	0	$66	0	$68	0	$70	0	$72	0
Printing	$0	0	$5,828	0	$6,003	0	$6,183	0	$6,369	0
Petroleum and Related Chemicals	$0	0	$743	0	$766	0	$789	0	$812	0
Industrial Chemicals	$0	0	$4,090	0	$4,213	0	$4,340	0	$4,470	0
Pharmaceuticals and Medicine	$0	0	$2,855	0	$2,941	0	$3,029	0	$3,120	0
Plastic and Rubber Products	$0	0	$4,000	0	$4,120	0	$4,243	0	$4,371	0
Stone, Clay and Glass	$0	0	$185	0	$190	0	$196	0	$202	0
Nonmetallic Minerals	$0	0	$81	0	$84	0	$86	0	$89	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$0	0	$39	0	$40	0	$41	0	$42	0
Industrial Machinery	$0	0	$34	0	$35	0	$36	0	$37	0
Computers and Electronics	$0	0	$1,791	0	$1,844	0	$1,900	0	$1,957	0
Communication Equipment	$0	0	$520	0	$536	0	$552	0	$568	0
Instruments	$0	0	$994	0	$1,024	0	$1,054	0	$1,086	0
Media Recording and Reproduction	$0	0	$242	0	$249	0	$256	0	$264	0
Electrical Equipment	$0	0	$944	0	$973	0	$1,002	0	$1,032	0
Transportation Equipment	$0	0	$3,608	0	$3,716	0	$3,827	0	$3,942	0
Furniture and Fixtures	$0	0	$2,314	0	$2,384	0	$2,455	0	$2,529	0
Medical Equipment and Supplies	$0	0	$885	0	$912	0	$939	0	$967	0
Misc Manufacturing	$0	0	$1,147	0	$1,181	0	$1,216	0	$1,253	0
Wholesale Trade	$0	0	$44,076	0	$45,398	0	$46,760	0	$48,163	0
Transportation Services	$0	0	$65,871	1	$67,848	1	$69,883	1	$71,980	1
Warehousing and storage	$0	0	$8,410	0	$8,662	0	$8,922	0	$9,189	0
Motor Vehicle and Parts Dealers	$0	0	$23,327	0	$24,026	0	$24,747	0	$25,490	0
Furniture and Home Furnishings Stores	$0	0	$5,516	0	$5,681	0	$5,851	0	$6,027	0
Electronics and Appliance Stores	$0	0	$2,638	0	$2,718	0	$2,799	0	$2,883	0
Building Material and Garden Supply Stores	$0	0	$8,372	0	$8,623	0	$8,882	0	$9,148	0
Food and Beverage Stores	$0	0	$18,873	0	$19,439	0	$20,022	0	$20,623	0
Health and Personal Care Stores	$0	0	$6,039	0	$6,220	0	$6,406	0	$6,599	0
Gasoline Stations	$0	0	$7,070	0	$7,282	0	$7,500	0	$7,725	0
Clothing and Clothing Accessories Stores	$0	0	$8,553	0	$8,810	0	$9,074	0	$9,346	0
Sporting Goods, Hobby, Book and Music Stores	$0	0	$3,923	0	$4,040	0	$4,161	0	$4,286	0
General Merchandise Stores	$0	0	$15,898	0	$16,375	0	$16,866	0	$17,372	0
Miscellaneous Store Retailers	$0	0	$9,211	0	$9,488	0	$9,772	0	$10,066	0
Nonstore Retailers	$0	0	$8,950	0	$9,218	0	$9,495	0	$9,780	0
Publishing	$0	0	$8,237	0	$8,484	0	$8,739	0	$9,001	0
Broadcasting and Media Production	$0	0	$16,279	0	$16,768	0	$17,271	0	$17,789	0
Telecommunications	$0	0	$38,448	0	$39,601	0	$40,789	0	$42,013	0
Information Services and Data Processing	$0	0	$2,809	0	$2,893	0	$2,980	0	$3,069	0
Finance and Insurance	$0	0	$3,540,793	23	$3,647,017	23	$3,756,427	23	$3,869,120	23
Real Estate	$0	0	$111,933	1	$115,291	1	$118,749	1	$122,312	1
Equipment Rental and Repair	$0	0	$35,756	0	$36,829	0	$37,934	0	$39,072	0
Professional and Scientific Services	$0	0	$163,601	2	$168,509	3	$173,564	3	$178,771	3
Computer Programming and System Development	$0	0	$4,082	0	$4,205	0	$4,331	0	$4,461	0
Scientific Research and Development Services	$0	0	$2,135	0	$2,199	0	$2,265	0	$2,333	0
Management of Companies and Enterprises	$0	0	$20,116	0	$20,719	0	$21,341	0	$21,981	0
Administrative and Support Services	$0	0	$46,805	1	$48,209	1	$49,655	1	$51,145	1
Education	$0	0	$4,950	0	$5,099	0	$5,252	0	$5,409	0
Health Services	$0	0	$114,990	4	$118,440	4	$121,993	4	$125,653	4
Social and Religious Services	$0	0	$12,541	0	$12,917	0	$13,304	0	$13,704	0
Arts, Entertainment, Recreation	$0	0	$6,401	0	$6,593	0	$6,791	0	$6,995	0
Other Amusement and Gambling	$0	0	$7,606	0	$7,834	0	$8,069	0	$8,311	0
Accomodation and Food Services	$0	0	$87,750	1	$90,383	1	$93,094	1	$95,887	1
Personal Services	$0	0	$46,893	1	$48,300	1	$49,749	1	$51,241	1
Federal Government and Military	$0	0	$24,440	0	$25,173	0	$25,928	0	$26,706	0
State and Local Government	$0	0	$19,605	0	$20,193	0	$20,799	0	$21,423	0
TOTAL	$0	0	$4,651,523	38	$4,791,069	38	$4,934,801	39	$5,082,845	39

Note: Total may not match summary exactly due to rounding.

TOTAL IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2014		2015		2016		2017		2018	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$413	0	$426	0	$438	0	$452	0	$465	0
Mining	$169	0	$174	0	$179	0	$185	0	$190	0
Utilities	$38,299	0	$39,448	0	$40,631	0	$41,850	0	$43,106	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$21,538	0	$22,184	0	$22,850	0	$23,535	0	$24,241	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$14,999	0	$15,449	0	$15,913	0	$16,390	0	$16,882	0
Textiles and Apparel	$350	0	$360	0	$371	0	$382	0	$394	0
Leather Products	$149	0	$153	0	$158	0	$163	0	$167	0
Wood Products	$911	0	$938	0	$966	0	$995	0	$1,025	0
Paper Products	$75	0	$77	0	$79	0	$82	0	$84	0
Printing	$6,560	0	$6,757	0	$6,959	0	$7,168	0	$7,383	0
Petroleum and Related Chemicals	$837	0	$862	0	$888	0	$914	0	$942	0
Industrial Chemicals	$4,604	0	$4,742	0	$4,884	0	$5,031	0	$5,182	0
Pharmaceuticals and Medicine	$3,214	0	$3,310	0	$3,409	0	$3,512	0	$3,617	0
Plastic and Rubber Products	$4,502	0	$4,637	0	$4,776	0	$4,919	0	$5,067	0
Stone, Clay and Glass	$208	0	$214	0	$220	0	$227	0	$234	0
Nonmetallic Minerals	$91	0	$94	0	$97	0	$100	0	$103	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$43	0	$45	0	$46	0	$47	0	$49	0
Industrial Machinery	$38	0	$39	0	$40	0	$42	0	$43	0
Computers and Electronics	$2,015	0	$2,076	0	$2,138	0	$2,202	0	$2,268	0
Communication Equipment	$586	0	$603	0	$621	0	$640	0	$659	0
Instruments	$1,119	0	$1,152	0	$1,187	0	$1,222	0	$1,259	0
Media Recording and Reproduction	$272	0	$280	0	$288	0	$297	0	$306	0
Electrical Equipment	$1,063	0	$1,095	0	$1,128	0	$1,162	0	$1,196	0
Transportation Equipment	$4,060	0	$4,182	0	$4,308	0	$4,437	0	$4,570	0
Furniture and Fixtures	$2,605	0	$2,683	0	$2,764	0	$2,847	0	$2,932	0
Medical Equipment and Supplies	$996	0	$1,026	0	$1,057	0	$1,089	0	$1,121	0
Misc Manufacturing	$1,291	0	$1,329	0	$1,369	0	$1,410	0	$1,453	0
Wholesale Trade	$49,608	0	$51,096	0	$52,629	0	$54,208	0	$55,834	0
Transportation Services	$74,139	1	$76,363	1	$78,654	1	$81,014	1	$83,444	1
Warehousing and storage	$9,465	0	$9,749	0	$10,041	0	$10,343	0	$10,653	0
Motor Vehicle and Parts Dealers	$26,254	0	$27,042	0	$27,853	0	$28,689	0	$29,549	0
Furniture and Home Furnishings Stores	$6,208	0	$6,394	0	$6,586	0	$6,783	0	$6,987	0
Electronics and Appliance Stores	$2,970	0	$3,059	0	$3,150	0	$3,245	0	$3,342	0
Building Material and Garden Supply Stores	$9,422	0	$9,705	0	$9,996	0	$10,296	0	$10,605	0
Food and Beverage Stores	$21,241	0	$21,879	0	$22,535	0	$23,211	0	$23,907	0
Health and Personal Care Stores	$6,797	0	$7,000	0	$7,210	0	$7,427	0	$7,650	0
Gasoline Stations	$7,957	0	$8,196	0	$8,442	0	$8,695	0	$8,956	0
Clothing and Clothing Accessories Stores	$9,627	0	$9,915	0	$10,213	0	$10,519	0	$10,835	0
Sporting Goods, Hobby, Book and Music Stores	$4,415	0	$4,547	0	$4,684	0	$4,824	0	$4,969	0
General Merchandise Stores	$17,893	0	$18,430	0	$18,983	0	$19,552	0	$20,139	0
Miscellaneous Store Retailers	$10,367	0	$10,679	0	$10,999	0	$11,329	0	$11,669	0
Nonstore Retailers	$10,073	0	$10,375	0	$10,686	0	$11,007	0	$11,337	0
Publishing	$9,271	0	$9,549	0	$9,836	0	$10,131	0	$10,435	0
Broadcasting and Media Production	$18,322	0	$18,872	0	$19,438	0	$20,021	0	$20,622	0
Telecommunications	$43,274	0	$44,572	0	$45,909	0	$47,286	0	$48,705	0
Information Services and Data Processing	$3,161	0	$3,256	0	$3,354	0	$3,454	0	$3,558	0
Finance and Insurance	$3,985,194	23	$4,104,749	23	$4,227,892	23	$4,354,729	23	$4,485,371	23
Real Estate	$125,981	1	$129,761	1	$133,654	1	$137,663	1	$141,793	1
Equipment Rental and Repair	$40,244	0	$41,452	0	$42,695	0	$43,976	0	$45,295	0
Professional and Scientific Services	$184,134	3	$189,658	3	$195,348	3	$201,209	3	$207,245	3
Computer Programming and System Development	$4,595	0	$4,733	0	$4,875	0	$5,021	0	$5,172	0
Scientific Research and Development Services	$2,403	0	$2,475	0	$2,549	0	$2,626	0	$2,705	0
Management of Companies and Enterprises	$22,641	0	$23,320	0	$24,019	0	$24,740	0	$25,482	0
Administrative and Support Services	$52,679	1	$54,260	1	$55,888	1	$57,564	1	$59,291	1
Education	$5,571	0	$5,738	0	$5,911	0	$6,088	0	$6,271	0
Health Services	$129,423	4	$133,305	4	$137,304	4	$141,424	4	$145,666	4
Social and Religious Services	$14,115	0	$14,538	0	$14,974	0	$15,423	0	$15,886	1
Arts, Entertainment, Recreation	$7,205	0	$7,421	0	$7,643	0	$7,873	0	$8,109	0
Other Amusement and Gambling	$8,560	0	$8,817	0	$9,082	0	$9,354	0	$9,635	0
Accomodation and Food Services	$98,763	1	$101,726	1	$104,778	1	$107,922	1	$111,159	1
Personal Services	$52,778	1	$54,362	1	$55,993	1	$57,672	1	$59,402	1
Federal Government and Military	$27,508	0	$28,333	0	$29,183	0	$30,058	0	$30,960	0
State and Local Government	$22,065	0	$22,727	0	$23,409	0	$24,111	0	$24,835	0
TOTAL	$5,235,330	40	$5,392,390	40	$5,554,162	41	$5,720,786	42	$5,892,410	42

Note: Total may not match summary exactly due to roundi

TOTAL IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2019		2020		2021		2022		2023	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$479	0	$494	0	$508	0	$524	0	$539	0
Mining	$196	0	$202	0	$208	0	$214	0	$220	0
Utilities	$44,399	0	$45,731	0	$47,103	0	$48,516	0	$49,972	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$24,969	0	$25,718	0	$26,489	0	$27,284	0	$28,102	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$17,389	0	$17,910	0	$18,447	0	$19,001	0	$19,571	0
Textiles and Apparel	$406	0	$418	0	$430	0	$443	0	$456	0
Leather Products	$173	0	$178	0	$183	0	$188	0	$194	0
Wood Products	$1,056	0	$1,087	0	$1,120	0	$1,153	0	$1,188	0
Paper Products	$87	0	$89	0	$92	0	$95	0	$97	0
Printing	$7,605	0	$7,833	0	$8,068	0	$8,310	0	$8,559	0
Petroleum and Related Chemicals	$970	0	$999	0	$1,029	0	$1,060	0	$1,092	0
Industrial Chemicals	$5,337	0	$5,497	0	$5,662	0	$5,832	0	$6,007	0
Pharmaceuticals and Medicine	$3,726	0	$3,837	0	$3,952	0	$4,071	0	$4,193	0
Plastic and Rubber Products	$5,219	0	$5,375	0	$5,537	0	$5,703	0	$5,874	0
Stone, Clay and Glass	$241	0	$248	0	$256	0	$263	0	$271	0
Nonmetallic Minerals	$106	0	$109	0	$112	0	$116	0	$119	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$50	0	$52	0	$53	0	$55	0	$57	0
Industrial Machinery	$44	0	$46	0	$47	0	$48	0	$50	0
Computers and Electronics	$2,336	0	$2,407	0	$2,479	0	$2,553	0	$2,630	0
Communication Equipment	$679	0	$699	0	$720	0	$742	0	$764	0
Instruments	$1,297	0	$1,336	0	$1,376	0	$1,417	0	$1,460	0
Media Recording and Reproduction	$315	0	$325	0	$334	0	$344	0	$355	0
Electrical Equipment	$1,232	0	$1,269	0	$1,307	0	$1,347	0	$1,387	0
Transportation Equipment	$4,707	0	$4,848	0	$4,994	0	$5,144	0	$5,298	0
Furniture and Fixtures	$3,020	0	$3,110	0	$3,204	0	$3,300	0	$3,399	0
Medical Equipment and Supplies	$1,155	0	$1,190	0	$1,225	0	$1,262	0	$1,300	0
Misc Manufacturing	$1,496	0	$1,541	0	$1,587	0	$1,635	0	$1,684	0
Wholesale Trade	$57,509	0	$59,234	0	$61,011	0	$62,842	0	$64,727	0
Transportation Services	$85,947	1	$88,526	1	$91,182	1	$93,917	1	$96,734	1
Warehousing and storage	$10,973	0	$11,302	0	$11,641	0	$11,990	0	$12,350	0
Motor Vehicle and Parts Dealers	$30,436	0	$31,349	0	$32,289	0	$33,258	0	$34,256	0
Furniture and Home Furnishings Stores	$7,197	0	$7,412	0	$7,635	0	$7,864	0	$8,100	0
Electronics and Appliance Stores	$3,442	0	$3,546	0	$3,652	0	$3,762	0	$3,875	0
Building Material and Garden Supply Stores	$10,923	0	$11,251	0	$11,588	0	$11,936	0	$12,294	0
Food and Beverage Stores	$24,625	0	$25,363	0	$26,124	0	$26,908	0	$27,715	0
Health and Personal Care Stores	$7,879	0	$8,115	0	$8,359	0	$8,610	0	$8,868	0
Gasoline Stations	$9,224	0	$9,501	0	$9,786	0	$10,080	0	$10,382	0
Clothing and Clothing Accessories Stores	$11,160	0	$11,495	0	$11,840	0	$12,195	0	$12,561	0
Sporting Goods, Hobby, Book and Music Stores	$5,118	0	$5,272	0	$5,430	0	$5,593	0	$5,760	0
General Merchandise Stores	$20,743	0	$21,365	0	$22,006	0	$22,667	0	$23,347	1
Miscellaneous Store Retailers	$12,019	0	$12,379	0	$12,751	0	$13,133	0	$13,527	0
Nonstore Retailers	$11,677	0	$12,028	0	$12,389	0	$12,760	0	$13,143	0
Publishing	$10,748	0	$11,070	0	$11,402	0	$11,744	0	$12,097	0
Broadcasting and Media Production	$21,241	0	$21,878	0	$22,534	0	$23,210	0	$23,907	0
Telecommunications	$50,166	0	$51,671	0	$53,221	0	$54,818	0	$56,462	0
Information Services and Data Processing	$3,665	0	$3,775	0	$3,888	0	$4,005	0	$4,125	0
Finance and Insurance	$4,619,932	23	$4,758,530	24	$4,901,285	24	$5,048,324	24	$5,199,774	24
Real Estate	$146,047	1	$150,428	1	$154,941	1	$159,589	1	$164,377	1
Equipment Rental and Repair	$46,654	0	$48,054	0	$49,495	0	$50,980	0	$52,510	0
Professional and Scientific Services	$213,462	3	$219,866	3	$226,462	3	$233,256	4	$240,254	4
Computer Programming and System Development	$5,327	0	$5,486	0	$5,651	0	$5,821	0	$5,995	0
Scientific Research and Development Services	$2,786	0	$2,869	0	$2,956	0	$3,044	0	$3,136	0
Management of Companies and Enterprises	$26,247	0	$27,034	0	$27,845	0	$28,680	1	$29,541	1
Administrative and Support Services	$61,070	1	$62,902	1	$64,789	1	$66,733	1	$68,735	1
Education	$6,459	0	$6,652	0	$6,852	0	$7,058	0	$7,269	0
Health Services	$150,036	5	$154,537	5	$159,173	5	$163,949	5	$168,867	5
Social and Religious Services	$16,363	1	$16,854	1	$17,359	1	$17,880	1	$18,416	1
Arts, Entertainment, Recreation	$8,352	0	$8,603	0	$8,861	0	$9,126	0	$9,400	0
Other Amusement and Gambling	$9,924	0	$10,221	0	$10,528	0	$10,844	0	$11,169	0
Accomodation and Food Services	$114,494	1	$117,929	1	$121,467	1	$125,111	1	$128,864	1
Personal Services	$61,185	1	$63,020	1	$64,911	1	$66,858	1	$68,864	1
Federal Government and Military	$31,889	0	$32,845	0	$33,831	0	$34,846	1	$35,891	1
State and Local Government	$25,580	0	$26,347	0	$27,138	0	$27,952	0	$28,790	0
TOTAL	$6,069,182	43	$6,251,258	44	$6,438,795	44	$6,631,959	45	$6,830,918	46

Note: Total may not match summary exactly due to roundi

TOTAL IMPACT OF :
Churchill Bank
CITY OF LAS VEGAS

	2024		2025		2026		2027		2028	
Sectors	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs	Increased Output	New Jobs
Agriculture	$555	0	$572	0	$589	0	$607	0	$625	0
Mining	$227	0	$234	0	$241	0	$248	0	$256	0
Utilities	$51,471	0	$53,015	0	$54,605	0	$56,243	0	$57,931	0
Residential Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Nonresidential Construction	$28,945	0	$29,814	0	$30,708	0	$31,630	0	$32,578	0
Heavy Construction	$0	0	$0	0	$0	0	$0	0	$0	0
Food Processing	$20,158	0	$20,763	0	$21,386	0	$22,027	0	$22,688	0
Textiles and Apparel	$470	0	$484	0	$499	0	$514	0	$529	0
Leather Products	$200	0	$206	0	$212	0	$219	0	$225	0
Wood Products	$1,224	0	$1,260	0	$1,298	0	$1,337	0	$1,377	0
Paper Products	$100	0	$103	0	$106	0	$110	0	$113	0
Printing	$8,816	0	$9,080	0	$9,353	0	$9,633	0	$9,922	0
Petroleum and Related Chemicals	$1,124	0	$1,158	0	$1,193	0	$1,229	0	$1,265	0
Industrial Chemicals	$6,187	0	$6,373	0	$6,564	0	$6,761	0	$6,964	0
Pharmaceuticals and Medicine	$4,319	0	$4,449	0	$4,582	0	$4,719	0	$4,861	0
Plastic and Rubber Products	$6,050	0	$6,232	0	$6,419	0	$6,611	0	$6,809	0
Stone, Clay and Glass	$279	0	$288	0	$296	0	$305	0	$314	0
Nonmetallic Minerals	$123	0	$127	0	$130	0	$134	0	$138	0
Primary Metals	$0	0	$0	0	$0	0	$0	0	$0	0
Fabricated Metals	$58	0	$60	0	$62	0	$64	0	$66	0
Industrial Machinery	$51	0	$53	0	$54	0	$56	0	$58	0
Computers and Electronics	$2,709	0	$2,790	0	$2,874	0	$2,960	0	$3,049	0
Communication Equipment	$787	0	$810	0	$835	0	$860	0	$886	0
Instruments	$1,503	0	$1,549	0	$1,595	0	$1,643	0	$1,692	0
Media Recording and Reproduction	$365	0	$376	0	$388	0	$399	0	$411	0
Electrical Equipment	$1,429	0	$1,471	0	$1,516	0	$1,561	0	$1,608	0
Transportation Equipment	$5,457	0	$5,621	0	$5,789	0	$5,963	0	$6,142	0
Furniture and Fixtures	$3,501	0	$3,606	0	$3,714	0	$3,825	0	$3,940	0
Medical Equipment and Supplies	$1,339	0	$1,379	0	$1,420	0	$1,463	0	$1,507	0
Misc Manufacturing	$1,734	0	$1,786	0	$1,840	0	$1,895	0	$1,952	0
Wholesale Trade	$66,669	0	$68,669	0	$70,729	1	$72,851	1	$75,036	1
Transportation Services	$99,637	1	$102,626	1	$105,704	1	$108,875	1	$112,142	1
Warehousing and storage	$12,720	0	$13,102	0	$13,495	0	$13,900	0	$14,317	0
Motor Vehicle and Parts Dealers	$35,283	0	$36,342	0	$37,432	0	$38,555	0	$39,712	0
Furniture and Home Furnishings Stores	$8,343	0	$8,593	0	$8,851	0	$9,116	0	$9,390	0
Electronics and Appliance Stores	$3,991	0	$4,111	0	$4,234	0	$4,361	0	$4,492	0
Building Material and Garden Supply Stores	$12,663	0	$13,043	0	$13,434	0	$13,837	0	$14,252	0
Food and Beverage Stores	$28,547	0	$29,403	0	$30,285	0	$31,194	1	$32,129	1
Health and Personal Care Stores	$9,134	0	$9,408	0	$9,690	0	$9,981	0	$10,280	0
Gasoline Stations	$10,693	0	$11,014	0	$11,345	0	$11,685	0	$12,036	0
Clothing and Clothing Accessories Stores	$12,937	0	$13,325	0	$13,725	0	$14,137	0	$14,561	0
Sporting Goods, Hobby, Book and Music Stores	$5,933	0	$6,111	0	$6,295	0	$6,483	0	$6,678	0
General Merchandise Stores	$24,047	1	$24,768	1	$25,511	1	$26,277	1	$27,065	1
Miscellaneous Store Retailers	$13,933	0	$14,351	0	$14,782	0	$15,225	0	$15,682	0
Nonstore Retailers	$13,537	0	$13,943	0	$14,362	0	$14,793	0	$15,236	0
Publishing	$12,459	0	$12,833	0	$13,218	0	$13,615	0	$14,023	0
Broadcasting and Media Production	$24,624	0	$25,363	0	$26,123	0	$26,907	0	$27,714	0
Telecommunications	$58,156	0	$59,901	0	$61,698	0	$63,549	0	$65,455	0
Information Services and Data Processing	$4,249	0	$4,376	0	$4,507	0	$4,642	0	$4,782	0
Finance and Insurance	$5,355,767	24	$5,516,440	24	$5,681,933	24	$5,852,391	24	$6,027,963	24
Real Estate	$169,308	1	$174,388	1	$179,619	1	$185,008	1	$190,558	1
Equipment Rental and Repair	$54,085	1	$55,707	1	$57,379	1	$59,100	1	$60,873	1
Professional and Scientific Services	$247,461	4	$254,885	4	$262,531	4	$270,407	4	$278,520	4
Computer Programming and System Development	$6,175	0	$6,360	0	$6,551	0	$6,748	0	$6,950	0
Scientific Research and Development Services	$3,230	0	$3,326	0	$3,426	0	$3,529	0	$3,635	0
Management of Companies and Enterprises	$30,427	1	$31,340	1	$32,280	1	$33,249	1	$34,246	1
Administrative and Support Services	$70,797	1	$72,921	1	$75,108	1	$77,362	1	$79,682	2
Education	$7,487	0	$7,712	0	$7,943	0	$8,182	0	$8,427	0
Health Services	$173,933	5	$179,151	6	$184,526	6	$190,061	6	$195,763	6
Social and Religious Services	$18,969	1	$19,538	1	$20,124	1	$20,728	1	$21,350	1
Arts, Entertainment, Recreation	$9,682	0	$9,973	0	$10,272	0	$10,580	0	$10,897	0
Other Amusement and Gambling	$11,504	0	$11,849	0	$12,205	0	$12,571	0	$12,948	0
Accomodation and Food Services	$132,730	1	$136,712	2	$140,813	2	$145,037	2	$149,389	2
Personal Services	$70,930	1	$73,058	1	$75,249	1	$77,507	1	$79,832	1
Federal Government and Military	$36,968	1	$38,077	1	$39,219	1	$40,396	1	$41,608	1
State and Local Government	$29,654	0	$30,544	0	$31,460	0	$32,404	0	$33,376	0
TOTAL	$7,035,846	47	$7,246,921	48	$7,464,329	48	$7,709,228	49	$7,940,505	50

Note: Total may not match summary exactly due to roundi

CONSTRUCTION IMPACT OF: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2009

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2010

	Direct	Supplier	Consumer	Total
Employment	21	5	8	34
Resident Population	46	11	16	73
Personal Income	$1,101,548	$195,108	$269,213	$1,565,869
Output or Sales	$1,900,000	$487,289	$762,976	$3,150,265

2011

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2012

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2013

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

CONSTRUCTION IMPACT OF: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2014

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2015

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2016

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output	$0	$0	$0	$0

2017

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2018

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

CONSTRUCTION IMPACT OF: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2019

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2020

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2021

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2022

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2023

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

CONSTRUCTION IMPACT OF: Churchill Bank
JOBS, POPULATION, INCOME, AND OUTPUT SUPPORTED
CITY OF LAS VEGAS

2024

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2025

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2026

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2027

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

2028

	Direct	Supplier	Consumer	Total
Employment	0	0	0	0
Resident Population	0	0	0	0
Personal Income	$0	$0	$0	$0
Output or Sales	$0	$0	$0	$0

Source: Applied Economics; IMPLAN Models.

DIRECT FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
REVENUES	**$701**	**$39,196**	**$34,491**	**$35,107**	**$35,735**	**$36,376**	**$37,030**	**$37,696**	**$38,376**	**$39,070**
Property Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Room Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Business Licenses	$700	$700	$700	$700	$700	$700	$700	$700	$700	$700
Liquor Licenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Gaming Licenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Franchise Fees	$0	$30,155	$30,758	$31,374	$32,001	$32,641	$33,294	$33,960	$34,639	$35,332
Animal Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Permits	$0	$1,050	$0	$0	$0	$0	$0	$0	$0	$0
Offsite Permits	$0	$3,106	$0	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Federal Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Consolidated Tax	$0	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508
Other State Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
County Gaming Licenses (City Share)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Local Government Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
In Lieu Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Intracity Reimbursable Charges	$0	$220	$94	$94	$94	$94	$95	$95	$95	$96
Planning & Development Charges	$0	$993	$0	$0	$0	$0	$0	$0	$0	$0
Business License Application Fee	$0	$30	$0	$0	$0	$0	$0	$0	$0	$0
Other General Government Charges	$0	$16	$16	$16	$16	$16	$16	$16	$16	$16
Financial Counseling Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Counseling Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Traffic School Fees	$0	$24	$24	$24	$24	$24	$24	$24	$24	$24
Assessment Center Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Fees	$0	$47	$47	$47	$47	$47	$47	$47	$47	$47
Other Judicial Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
EMS Transport	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Inmate Housing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Public Safety Charges	$0	$20	$20	$20	$20	$20	$20	$20	$20	$20
Other Public Works Charges	$0	$7	$7	$7	$7	$7	$7	$7	$7	$7
Theater Admissions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Culture & Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transport Fees	$0	$10	$10	$10	$10	$10	$10	$10	$10	$10
Court Fines	$0	$213	$213	$213	$213	$213	$213	$213	$213	$213
Forfeited Bail	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$1	$63	$60	$60	$60	$61	$61	$62	$62	$63
Rentals	$0	$16	$16	$16	$16	$16	$16	$16	$16	$16
Other Fees and Charges	$0	$19	$19	$19	$19	$19	$19	$19	$19	$19

DIRECT FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
EXPENDITURES	**$17**	**$11,493**	**$4,887**	**$4,902**	**$4,917**	**$4,932**	**$4,947**	**$4,963**	**$4,979**	**$4,996**
General Government										
City Council	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Clerk	$0	$33	$33	$33	$33	$33	$33	$33	$33	$33
City Manager	$0	$49	$49	$49	$49	$49	$49	$49	$49	$49
City Attorney	$0	$54	$54	$54	$54	$54	$54	$54	$54	$54
Human Resources	$0	$60	$60	$60	$60	$60	$60	$60	$60	$60
Finance & Business Services	$15	$722	$734	$747	$761	$775	$789	$803	$818	$833
Internal Audit	$2	$73	$75	$76	$77	$79	$80	$82	$83	$85
Architectural Services	$0	$31	$31	$31	$31	$31	$31	$31	$31	$31
Planning & Development	$0	$2,576	$70	$70	$70	$70	$70	$70	$70	$70
Information Technology	$0	$151	$151	$151	$151	$151	$151	$151	$151	$151
Purchasing & Contracts	$0	$37	$37	$37	$37	$37	$37	$37	$37	$37
Real Estate & Asset Management	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Facilities Management	$0	$168	$168	$168	$168	$168	$168	$168	$168	$168
Field Operations Administration	$0	$3	$3	$3	$3	$3	$3	$3	$3	$3
Utilities	$0	$7	$7	$7	$7	$7	$7	$7	$7	$7
Non-Departmental	$0	$54	$54	$54	$54	$54	$54	$54	$54	$54
Judicial										
Municipal Courts	$0	$209	$209	$209	$209	$209	$209	$209	$209	$209
City Attorney-Criminal Division	$0	$45	$45	$45	$45	$45	$45	$45	$45	$45
Public Defender	$0	$7	$7	$7	$7	$7	$7	$7	$7	$7
Alternative Sentencing & Education	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Safety										
Metropolitan Police	$0	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538
City Marshals	$0	$126	$126	$126	$126	$126	$126	$126	$126	$126
Fire & Rescue	$0	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233
Corrections	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Neighborhood Response	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Traffic Engineering	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Works										
Public Works Administration	$0	$265	$13	$13	$13	$13	$13	$13	$13	$13
Engineering & Planning	$0	$3,502	$157	$157	$157	$157	$157	$157	$157	$157
Street Maintenance	$0	$11	$11	$11	$11	$11	$11	$11	$11	$11
Health										
Animal Control	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cemetary Operation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Culture & Recreation										
Culture & Recreation Administration	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cultural & Community Affairs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Parks & Open Space	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Senior Citizen Activities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance										
Business Development	$0	$515	$0	$0	$0	$0	$0	$0	$0	$0
Neighborhood Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transit Systems										
Transportation Services	$0	$22	$22	$22	$22	$22	$22	$22	$22	$22

DIRECT FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
TRANSFERS OUT	**$44**	**$2,320**	**$2,024**	**$2,063**	**$2,102**	**$2,143**	**$2,184**	**$2,225**	**$2,268**	**$2,312**
Multipurpose SRF	$1	$58	$51	$52	$53	$54	$55	$56	$57	$58
Fire Safety Initiative SRF	$0	($140)	($140)	($140)	($140)	($140)	($140)	($140)	($140)	($140)
Municipal Golf Course EF	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LVACTS SRF	$2	$111	$98	$100	$101	$103	$105	$107	$109	$111
Housing Program SRF	$0	$8	$7	$7	$7	$7	$7	$7	$8	$8
Capital Project Funds	$21	$1,166	$1,026	$1,044	$1,063	$1,082	$1,101	$1,121	$1,141	$1,162
Debt Service Funds	$20	$1,117	$983	$1,001	$1,018	$1,037	$1,055	$1,074	$1,094	$1,113
NET IMPACT	**$640**	**$25,384**	**$27,580**	**$28,143**	**$28,716**	**$29,302**	**$29,899**	**$30,508**	**$31,129**	**$31,762**

Source: Applied Economics, City of Las Vegas Annual Budget.

DIRECT FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
REVENUES	**$39,778**	**$40,499**	**$41,235**	**$41,986**	**$42,752**	**$43,533**	**$44,330**	**$45,142**	**$45,971**	**$46,817**
Property Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Room Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Business Licenses	$700	$700	$700	$700	$700	$700	$700	$700	$700	$700
Liquor Licenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Gaming Licenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Franchise Fees	$36,038	$36,759	$37,494	$38,244	$39,009	$39,789	$40,585	$41,397	$42,225	$43,069
Animal Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Offsite Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Federal Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Consolidated Tax	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508	$2,508
Other State Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
County Gaming Licenses (City Share)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Local Government Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
In Lieu Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Intracity Reimbursable Charges	$96	$96	$97	$97	$97	$98	$98	$98	$99	$99
Planning & Development Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Business License Application Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other General Government Charges	$16	$16	$16	$16	$16	$16	$16	$16	$16	$16
Financial Counseling Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Counseling Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Traffic School Fees	$24	$24	$24	$24	$24	$24	$24	$24	$24	$24
Assessment Center Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Fees	$47	$47	$47	$47	$47	$47	$47	$47	$47	$47
Other Judicial Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
EMS Transport	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Inmate Housing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Public Safety Charges	$20	$20	$20	$20	$20	$20	$20	$20	$20	$20
Other Public Works Charges	$7	$7	$7	$7	$7	$7	$7	$7	$7	$7
Theater Admissions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Culture & Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transport Fees	$10	$10	$10	$10	$10	$10	$10	$10	$10	$10
Court Fines	$213	$213	$213	$213	$213	$213	$213	$213	$213	$213
Forfeited Bail	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$63	$64	$64	$65	$65	$66	$67	$67	$68	$68
Rentals	$16	$16	$16	$16	$16	$16	$16	$16	$16	$16
Other Fees and Charges	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19

DIRECT FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
EXPENDITURES	**$5,013**	**$5,030**	**$5,047**	**$5,065**	**$5,083**	**$5,102**	**$5,121**	**$5,140**	**$5,160**	**$5,180**
General Government										
City Council	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City Clerk	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33
City Manager	$49	$49	$49	$49	$49	$49	$49	$49	$49	$49
City Attorney	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54
Human Resources	$60	$60	$60	$60	$60	$60	$60	$60	$60	$60
Finance & Business Services	$848	$864	$880	$896	$912	$929	$946	$964	$982	$1,000
Internal Audit	$86	$88	$89	$91	$93	$95	$96	$98	$100	$102
Architectural Services	$31	$31	$31	$31	$31	$31	$31	$31	$31	$31
Planning & Development	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70
Information Technology	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
Purchasing & Contracts	$37	$37	$37	$37	$37	$37	$37	$37	$37	$37
Real Estate & Asset Management	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Facilities Management	$168	$168	$168	$168	$168	$168	$168	$168	$168	$168
Field Operations Administration	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3
Utilities	$7	$7	$7	$7	$7	$7	$7	$7	$7	$7
Non-Departmental	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54
Judicial										
Municipal Courts	$209	$209	$209	$209	$209	$209	$209	$209	$209	$209
City Attorney-Criminal Division	$45	$45	$45	$45	$45	$45	$45	$45	$45	$45
Public Defender	$7	$7	$7	$7	$7	$7	$7	$7	$7	$7
Alternative Sentencing & Education	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Safety										
Metropolitan Police	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538	$1,538
City Marshals	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126
Fire & Rescue	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233	$1,233
Corrections	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Neighborhood Response	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Traffic Engineering	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Works										
Public Works Administration	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13
Engineering & Planning	$157	$157	$157	$157	$157	$157	$157	$157	$157	$157
Street Maintenance	$11	$11	$11	$11	$11	$11	$11	$11	$11	$11
Health										
Animal Control	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cemetary Operation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Culture & Recreation										
Culture & Recreation Administration	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cultural & Community Affairs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Parks & Open Space	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Senior Citizen Activities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance										
Business Development	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Neighborhood Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transit Systems										
Transportation Services	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22

DIRECT FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
TRANSFERS OUT	**$2,356**	**$2,401**	**$2,447**	**$2,495**	**$2,543**	**$2,592**	**$2,642**	**$2,693**	**$2,745**	**$2,798**
Multipurpose SRF	$59	$60	$61	$62	$63	$64	$65	$67	$68	$69
Fire Safety Initiative SRF	($140)	($140)	($140)	($140)	($140)	($140)	($140)	($140)	($140)	($140)
Municipal Golf Course EF	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LVACTS SRF	$113	$115	$117	$119	$121	$124	$126	$128	$130	$133
Housing Program SRF	$8	$8	$8	$8	$8	$9	$9	$9	$9	$9
Capital Project Funds	$1,183	$1,204	$1,226	$1,249	$1,271	$1,295	$1,318	$1,342	$1,367	$1,392
Debt Service Funds	$1,134	$1,154	$1,175	$1,197	$1,218	$1,241	$1,263	$1,286	$1,310	$1,334
NET IMPACT	**$32,409**	**$33,068**	**$33,740**	**$34,426**	**$35,126**	**$35,839**	**$36,567**	**$37,309**	**$38,066**	**$38,839**

Source: Applied Economics, City of Las V

TOTAL FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015
REVENUES	**$714**	**$58,298**	**$52,887**	**$53,902**	**$54,941**	**$56,005**	**$57,094**
Property Tax	$0	$4,867	$4,957	$5,048	$5,143	$5,240	$5,341
Room Tax	$0	$0	$0	$0	$0	$0	$0
Business Licenses	$700	$1,438	$1,461	$1,483	$1,507	$1,531	$1,556
Liquor Licenses	$0	$0	$0	$0	$0	$0	$0
City Gaming Licenses	$0	$0	$0	$0	$0	$0	$0
Franchise Fees	$0	$31,777	$32,428	$33,094	$33,773	$34,466	$35,173
Animal Permits	$0	$0	$0	$0	$0	$0	$0
Building Permits	$0	$1,050	$0	$0	$0	$0	$0
Offsite Permits	$0	$3,106	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0	$0
Other Federal Revenue	$0	$0	$0	$0	$0	$0	$0
Consolidated Tax	$0	$9,632	$9,802	$9,977	$10,157	$10,342	$10,533
Other State Revenues	$0	$0	$0	$0	$0	$0	$0
County Gaming Licenses (City Share)	$0	$0	$0	$0	$0	$0	$0
Other Local Government Revenues	$0	$0	$0	$0	$0	$0	$0
In Lieu Payments	$0	$0	$0	$0	$0	$0	$0
Intracity Reimbursable Charges	$13	$3,629	$2,506	$2,544	$2,583	$2,623	$2,665
Planning & Development Charges	$0	$993	$0	$0	$0	$0	$0
Business License Application Fee	$0	$90	$2	$2	$2	$2	$2
Other General Government Charges	$0	$66	$67	$67	$68	$69	$70
Financial Counseling Fees	$0	$0	$0	$0	$0	$0	$0
Court Counseling Fees	$0	$5	$5	$6	$6	$6	$6
Traffic School Fees	$0	$69	$70	$71	$71	$72	$73
Assessment Center Fees	$0	$0	$0	$0	$0	$0	$0
Court Fees	$0	$191	$194	$196	$199	$201	$204
Other Judicial Fees	$0	$2	$2	$2	$2	$2	$2
EMS Transport	$0	$43	$43	$44	$45	$45	$46
Inmate Housing	$0	$0	$0	$0	$0	$0	$0
Other Public Safety Charges	$0	$57	$57	$58	$59	$60	$60
Other Public Works Charges	$0	$17	$17	$18	$18	$18	$18
Theater Admissions	$0	$5	$5	$5	$5	$5	$5
Recreation Fees	$0	$62	$63	$64	$65	$66	$67
Other Culture & Recreation Fees	$0	$1	$1	$1	$1	$1	$1
Transport Fees	$0	$41	$42	$42	$43	$44	$44
Court Fines	$0	$874	$885	$896	$907	$919	$931
Forfeited Bail	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$1	$162	$160	$162	$164	$166	$169
Rentals	$0	$65	$66	$67	$68	$68	$69
Other Fees and Charges	$0	$55	$56	$57	$57	$58	$59
EXPENDITURES	**$17**	**$27,293**	**$20,589**	**$20,866**	**$21,150**	**$21,444**	**$21,745**
General Government							
City Council	$0	$0	$0	$0	$0	$0	$0
City Clerk	$0	$137	$139	$141	$142	$144	$146
City Manager	$0	$201	$204	$206	$209	$212	$215
City Attorney	$0	$223	$226	$229	$232	$235	$238
Human Resources	$0	$247	$250	$253	$256	$260	$263
Finance & Business Services	$15	$1,033	$1,051	$1,072	$1,093	$1,115	$1,137
Internal Audit	$2	$105	$107	$109	$111	$113	$116
Architectural Services	$0	$129	$130	$132	$134	$135	$137
Planning & Development	$0	$2,708	$205	$207	$210	$213	$216
Information Technology	$0	$620	$628	$636	$644	$652	$661
Purchasing & Contracts	$0	$151	$153	$155	$157	$159	$161
Real Estate & Asset Management	$0	$0	$0	$0	$0	$0	$0
Facilities Management	$0	$692	$700	$709	$718	$728	$737
Field Operations Administration	$0	$15	$15	$15	$16	$16	$16
Utilities	$0	$534	$550	$566	$583	$600	$618
Non-Departmental	$0	$221	$223	$226	$229	$232	$235
Judicial							
Municipal Courts	$0	$857	$868	$879	$890	$902	$914
City Attorney-Criminal Division	$0	$184	$186	$188	$191	$193	$196
Public Defender	$0	$30	$30	$31	$31	$31	$32
Alternative Sentencing & Education	$0	$526	$532	$539	$546	$553	$560
Public Safety							
Metropolitan Police	$0	$6,318	$6,396	$6,476	$6,559	$6,644	$6,732
City Marshals	$0	$518	$525	$531	$538	$545	$552

TOTAL FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2009	2010	2011	2012	2013	2014	2015
Fire & Rescue	$0	$5,067	$5,129	$5,194	$5,260	$5,329	$5,399
Corrections	$0	$0	$0	$0	$0	$0	$0
Neighborhood Response	$0	$95	$96	$97	$99	$100	$101
Traffic Engineering	$0	$0	$0	$0	$0	$0	$0
Public Works							
Public Works Administration	$0	$305	$53	$53	$54	$55	$55
Engineering & Planning	$0	$3,989	$651	$659	$668	$677	$686
Street Maintenance	$0	$43	$44	$44	$45	$45	$46
Health							
Animal Control	$0	$111	$112	$114	$115	$117	$118
Cemetary Operation	$0	$0	$0	$0	$0	$0	$0
Culture & Recreation							
Culture & Recreation Administration	$0	$68	$68	$69	$70	$71	$72
Recreation	$0	$590	$598	$605	$613	$621	$629
Cultural & Community Affairs	$0	$235	$238	$241	$244	$247	$250
Parks & Open Space	$0	$151	$153	$155	$157	$159	$161
Senior Citizen Activities	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance							
Business Development	$0	$876	$11	$11	$11	$12	$12
Neighborhood Services	$0	$223	$226	$229	$231	$235	$238
Transit Systems							
Transportation Services	$0	$91	$92	$93	$95	$96	$97
TRANSFERS OUT	**$45**	**$3,154**	**$2,808**	**$2,866**	**$2,924**	**$2,984**	**$3,045**
Multipurpose SRF	$1	$86	$78	$80	$81	$83	$84
Fire Safety Initiative SRF	$0	($575)	($582)	($589)	($597)	($604)	($612)
Municipal Golf Course EF	$0	$71	$72	$72	$73	$74	$75
LVACTS SRF	$2	$165	$150	$153	$156	$159	$162
Housing Program SRF	$0	$11	$10	$11	$11	$11	$11
Capital Project Funds	$21	$1,734	$1,573	$1,603	$1,634	$1,665	$1,698
Debt Service Funds	$20	$1,661	$1,507	$1,536	$1,566	$1,596	$1,627
NET IMPACT	**$652**	**$27,851**	**$29,490**	**$30,171**	**$30,867**	**$31,578**	**$32,304**

Source: Applied Economics, City of Las Vegas Annual Budget.

TOTAL FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2016	2017	2018	2019	2020	2021	2022
REVENUES	**$58,210**	**$59,352**	**$60,521**	**$61,237**	**$61,972**	**$62,722**	**$63,487**
Property Tax	$5,444	$5,550	$5,660	$5,660	$5,660	$5,660	$5,660
Room Tax	$0	$0	$0	$0	$0	$0	$0
Business Licenses	$1,582	$1,608	$1,635	$1,635	$1,635	$1,635	$1,635
Liquor Licenses	$0	$0	$0	$0	$0	$0	$0
City Gaming Licenses	$0	$0	$0	$0	$0	$0	$0
Franchise Fees	$35,896	$36,633	$37,386	$38,092	$38,813	$39,548	$40,298
Animal Permits	$0	$0	$0	$0	$0	$0	$0
Building Permits	$0	$0	$0	$0	$0	$0	$0
Offsite Permits	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0	$0
Other Federal Revenue	$0	$0	$0	$0	$0	$0	$0
Consolidated Tax	$10,730	$10,933	$11,141	$11,141	$11,141	$11,141	$11,141
Other State Revenues	$0	$0	$0	$0	$0	$0	$0
County Gaming Licenses (City Share)	$0	$0	$0	$0	$0	$0	$0
Other Local Government Revenues	$0	$0	$0	$0	$0	$0	$0
In Lieu Payments	$0	$0	$0	$0	$0	$0	$0
Intracity Reimbursable Charges	$2,707	$2,751	$2,795	$2,807	$2,820	$2,835	$2,849
Planning & Development Charges	$0	$0	$0	$0	$0	$0	$0
Business License Application Fee	$2	$2	$2	$0	$0	$0	$0
Other General Government Charges	$71	$72	$73	$73	$73	$73	$73
Financial Counseling Fees	$0	$0	$0	$0	$0	$0	$0
Court Counseling Fees	$6	$6	$6	$6	$6	$6	$6
Traffic School Fees	$74	$75	$76	$76	$76	$76	$76
Assessment Center Fees	$0	$0	$0	$0	$0	$0	$0
Court Fees	$207	$209	$212	$212	$212	$212	$212
Other Judicial Fees	$2	$2	$2	$2	$2	$2	$2
EMS Transport	$46	$47	$48	$48	$48	$48	$48
Inmate Housing	$0	$0	$0	$0	$0	$0	$0
Other Public Safety Charges	$61	$62	$63	$63	$63	$63	$63
Other Public Works Charges	$18	$19	$19	$19	$19	$19	$19
Theater Admissions	$5	$5	$5	$5	$5	$5	$5
Recreation Fees	$67	$68	$69	$69	$69	$69	$69
Other Culture & Recreation Fees	$1	$1	$1	$1	$1	$1	$1
Transport Fees	$45	$45	$46	$46	$46	$46	$46
Court Fines	$944	$957	$970	$970	$970	$970	$970
Forfeited Bail	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$171	$174	$177	$177	$178	$178	$179
Rentals	$70	$71	$72	$72	$72	$72	$72
Other Fees and Charges	$60	$60	$61	$61	$61	$61	$61
EXPENDITURES	**$22,056**	**$22,376**	**$22,705**	**$22,709**	**$22,726**	**$22,743**	**$22,761**
General Government							
City Council	$0	$0	$0	$0	$0	$0	$0
City Clerk	$148	$150	$152	$152	$152	$152	$152
City Manager	$217	$220	$223	$223	$223	$223	$223
City Attorney	$241	$244	$248	$248	$248	$248	$248
Human Resources	$267	$270	$274	$274	$274	$274	$274
Finance & Business Services	$1,159	$1,183	$1,206	$1,222	$1,237	$1,253	$1,269
Internal Audit	$118	$120	$123	$124	$126	$127	$129
Architectural Services	$139	$141	$143	$143	$143	$143	$143
Planning & Development	$218	$221	$225	$225	$225	$225	$225
Information Technology	$670	$679	$688	$688	$688	$688	$688
Purchasing & Contracts	$163	$165	$167	$167	$167	$167	$167
Real Estate & Asset Management	$0	$0	$0	$0	$0	$0	$0
Facilities Management	$747	$757	$768	$768	$768	$768	$768
Field Operations Administration	$16	$16	$17	$17	$17	$17	$17
Utilities	$636	$655	$674	$674	$674	$674	$674
Non-Departmental	$238	$242	$245	$245	$245	$245	$245
Judicial							
Municipal Courts	$926	$939	$952	$952	$952	$952	$952
City Attorney-Criminal Division	$198	$201	$204	$204	$204	$204	$204
Public Defender	$32	$33	$33	$33	$33	$33	$33
Alternative Sentencing & Education	$568	$575	$583	$583	$583	$583	$583
Public Safety							
Metropolitan Police	$6,823	$6,916	$7,012	$7,012	$7,012	$7,012	$7,012
City Marshals	$560	$567	$575	$575	$575	$575	$575

TOTAL FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2016	2017	2018	2019	2020	2021	2022
Fire & Rescue	$5,472	$5,547	$5,624	$5,624	$5,624	$5,624	$5,624
Corrections	$0	$0	$0	$0	$0	$0	$0
Neighborhood Response	$103	$104	$105	$105	$105	$105	$105
Traffic Engineering	$0	$0	$0	$0	$0	$0	$0
Public Works							
Public Works Administration	$56	$57	$58	$58	$58	$58	$58
Engineering & Planning	$695	$704	$714	$714	$714	$714	$714
Street Maintenance	$47	$47	$48	$48	$48	$48	$48
Health							
Animal Control	$120	$121	$123	$123	$123	$123	$123
Cemetary Operation	$0	$0	$0	$0	$0	$0	$0
Culture & Recreation							
Culture & Recreation Administration	$73	$74	$75	$75	$75	$75	$75
Recreation	$637	$646	$655	$655	$655	$655	$655
Cultural & Community Affairs	$254	$257	$261	$261	$261	$261	$261
Parks & Open Space	$163	$166	$168	$168	$168	$168	$168
Senior Citizen Activities	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance							
Business Development	$13	$13	$13	$0	$0	$0	$0
Neighborhood Services	$241	$244	$247	$247	$247	$247	$247
Transit Systems							
Transportation Services	$98	$100	$101	$101	$101	$101	$101
TRANSFERS OUT	**$3,108**	**$3,172**	**$3,238**	**$3,283**	**$3,329**	**$3,376**	**$3,424**
Multipurpose SRF	$86	$88	$89	$90	$91	$93	$94
Fire Safety Initiative SRF	($621)	($629)	($638)	($638)	($638)	($638)	($638)
Municipal Golf Course EF	$76	$77	$78	$78	$78	$78	$78
LVACTS SRF	$165	$168	$172	$174	$176	$178	$180
Housing Program SRF	$11	$12	$12	$12	$12	$12	$12
Capital Project Funds	$1,731	$1,765	$1,800	$1,821	$1,843	$1,865	$1,888
Debt Service Funds	$1,659	$1,691	$1,725	$1,745	$1,766	$1,787	$1,809
NET IMPACT	**$33,045**	**$33,803**	**$34,578**	**$35,245**	**$35,917**	**$36,602**	**$37,301**

Source: Applied Economics, City of Las V

TOTAL FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2023	2024	2025	2026	2027	2028
REVENUES	**$64,267**	**$65,063**	**$65,874**	**$66,702**	**$67,546**	**$68,408**
Property Tax	$5,660	$5,660	$5,660	$5,660	$5,660	$5,660
Room Tax	$0	$0	$0	$0	$0	$0
Business Licenses	$1,635	$1,635	$1,635	$1,635	$1,635	$1,635
Liquor Licenses	$0	$0	$0	$0	$0	$0
City Gaming Licenses	$0	$0	$0	$0	$0	$0
Franchise Fees	$41,063	$41,843	$42,639	$43,451	$44,279	$45,123
Animal Permits	$0	$0	$0	$0	$0	$0
Building Permits	$0	$0	$0	$0	$0	$0
Offsite Permits	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0
Other Federal Revenue	$0	$0	$0	$0	$0	$0
Consolidated Tax	$11,141	$11,141	$11,141	$11,141	$11,141	$11,141
Other State Revenues	$0	$0	$0	$0	$0	$0
County Gaming Licenses (City Share)	$0	$0	$0	$0	$0	$0
Other Local Government Revenues	$0	$0	$0	$0	$0	$0
In Lieu Payments	$0	$0	$0	$0	$0	$0
Intracity Reimbursable Charges	$2,864	$2,878	$2,894	$2,909	$2,925	$2,941
Planning & Development Charges	$0	$0	$0	$0	$0	$0
Business License Application Fee	$0	$0	$0	$0	$0	$0
Other General Government Charges	$73	$73	$73	$73	$73	$73
Financial Counseling Fees	$0	$0	$0	$0	$0	$0
Court Counseling Fees	$6	$6	$6	$6	$6	$6
Traffic School Fees	$76	$76	$76	$76	$76	$76
Assessment Center Fees	$0	$0	$0	$0	$0	$0
Court Fees	$212	$212	$212	$212	$212	$212
Other Judicial Fees	$2	$2	$2	$2	$2	$2
EMS Transport	$48	$48	$48	$48	$48	$48
Inmate Housing	$0	$0	$0	$0	$0	$0
Other Public Safety Charges	$63	$63	$63	$63	$63	$63
Other Public Works Charges	$19	$19	$19	$19	$19	$19
Theater Admissions	$5	$5	$5	$5	$5	$5
Recreation Fees	$69	$69	$69	$69	$69	$69
Other Culture & Recreation Fees	$1	$1	$1	$1	$1	$1
Transport Fees	$46	$46	$46	$46	$46	$46
Court Fines	$970	$970	$970	$970	$970	$970
Forfeited Bail	$0	$0	$0	$0	$0	$0
Interest Earnings	$179	$180	$181	$181	$182	$182
Rentals	$72	$72	$72	$72	$72	$72
Other Fees and Charges	$61	$61	$61	$61	$61	$61
EXPENDITURES	**$22,779**	**$22,798**	**$22,817**	**$22,836**	**$22,856**	**$22,876**
General Government						
City Council	$0	$0	$0	$0	$0	$0
City Clerk	$152	$152	$152	$152	$152	$152
City Manager	$223	$223	$223	$223	$223	$223
City Attorney	$248	$248	$248	$248	$248	$248
Human Resources	$274	$274	$274	$274	$274	$274
Finance & Business Services	$1,286	$1,303	$1,320	$1,337	$1,355	$1,373
Internal Audit	$131	$133	$134	$136	$138	$140
Architectural Services	$143	$143	$143	$143	$143	$143
Planning & Development	$225	$225	$225	$225	$225	$225
Information Technology	$688	$688	$688	$688	$688	$688
Purchasing & Contracts	$167	$167	$167	$167	$167	$167
Real Estate & Asset Management	$0	$0	$0	$0	$0	$0
Facilities Management	$768	$768	$768	$768	$768	$768
Field Operations Administration	$17	$17	$17	$17	$17	$17
Utilities	$674	$674	$674	$674	$674	$674
Non-Departmental	$245	$245	$245	$245	$245	$245
Judicial						
Municipal Courts	$952	$952	$952	$952	$952	$952
City Attorney-Criminal Division	$204	$204	$204	$204	$204	$204
Public Defender	$33	$33	$33	$33	$33	$33
Alternative Sentencing & Education	$583	$583	$583	$583	$583	$583
Public Safety						
Metropolitan Police	$7,012	$7,012	$7,012	$7,012	$7,012	$7,012
City Marshals	$575	$575	$575	$575	$575	$575

TOTAL FISCAL IMPACT OF:
Churchill Bank
LAS VEGAS GENERAL FUND
2009 Dollars

	2023	2024	2025	2026	2027	2028
Fire & Rescue	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624
Corrections	$0	$0	$0	$0	$0	$0
Neighborhood Response	$105	$105	$105	$105	$105	$105
Traffic Engineering	$0	$0	$0	$0	$0	$0
Public Works						
Public Works Administration	$58	$58	$58	$58	$58	$58
Engineering & Planning	$714	$714	$714	$714	$714	$714
Street Maintenance	$48	$48	$48	$48	$48	$48
Health						
Animal Control	$123	$123	$123	$123	$123	$123
Cemetary Operation	$0	$0	$0	$0	$0	$0
Culture & Recreation						
Culture & Recreation Administration	$75	$75	$75	$75	$75	$75
Recreation	$655	$655	$655	$655	$655	$655
Cultural & Community Affairs	$261	$261	$261	$261	$261	$261
Parks & Open Space	$168	$168	$168	$168	$168	$168
Senior Citizen Activities	$0	$0	$0	$0	$0	$0
Economic Development & Assistance						
Business Development	$0	$0	$0	$0	$0	$0
Neighborhood Services	$247	$247	$247	$247	$247	$247
Transit Systems						
Transportation Services	$101	$101	$101	$101	$101	$101
TRANSFERS OUT	**$3,473**	**$3,523**	**$3,574**	**$3,626**	**$3,679**	**$3,733**
Multipurpose SRF	$95	$96	$97	$98	$100	$101
Fire Safety Initiative SRF	($638)	($638)	($638)	($638)	($638)	($638)
Municipal Golf Course EF	$78	$78	$78	$78	$78	$78
LVACTS SRF	$182	$185	$187	$189	$192	$194
Housing Program SRF	$13	$13	$13	$13	$13	$13
Capital Project Funds	$1,911	$1,935	$1,959	$1,984	$2,009	$2,034
Debt Service Funds	$1,832	$1,854	$1,877	$1,901	$1,925	$1,950
NET IMPACT	**$38,014**	**$38,742**	**$39,483**	**$40,240**	**$41,012**	**$41,799**

Source: Applied Economics, City of Las V

DIRECT FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

MULTIPURPOSE SRF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$777**	**$267**	**$269**	**$270**	**$272**	**$274**	**$276**	**$278**	**$280**	**$282**
Franchise Fees	$0	$85	$86	$88	$90	$92	$93	$95	$97	$99	$101
Tortoise Habitat Fees	$0	$506	$0	$0	$0	$0	$0	$0	$0	$0	$0
Grants	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Local Revenues	$0	$155	$155	$155	$155	$155	$155	$155	$155	$155	$155
NRS19.031 Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Administrative Assessment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Construction Assessments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Safety Charges	$0	$6	$6	$6	$6	$6	$6	$6	$6	$6	$6
Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$0	$9	$3	$3	$3	$3	$3	$3	$3	$3	$3
Rentals	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contributions & Donations	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Fees and Charges	$0	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17
Expenditures	**$0**	**$1,120**	**$927**	**$928**	**$928**	**$929**	**$930**	**$930**	**$931**	**$932**	**$933**
General Government	$0	$26	$26	$26	$26	$26	$26	$26	$26	$26	$26
Municipal Courts	$0	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15
Fire	$0	$92	$92	$92	$92	$92	$92	$92	$92	$92	$92
Corrections	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Protection	$0	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
Sewage Collection and Disposal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Health Administration	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Old Age Assistance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Community Action Programs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance	$0	$757	$757	$757	$757	$757	$757	$757	$757	$757	$757
Contributions to Other Governments	$0	$226	$33	$34	$34	$35	$36	$37	$37	$38	$39
Transfers Out	**$1**	**$58**	**$51**	**$52**	**$53**	**$54**	**$55**	**$56**	**$57**	**$58**	**$59**
General Fund	$1	$58	$51	$52	$53	$54	$55	$56	$57	$58	$59
Parks & Leisure CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Detention and Enforcement CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**($1)**	**($401)**	**($711)**	**($711)**	**($711)**	**($710)**	**($710)**	**($710)**	**($710)**	**($710)**	**($709)**

DIRECT FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

PARK CONSTRUCTION SRF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Residential Park Construction Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Park & Leisure Activities CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

STREET MAINTENANCE SRF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**
Motor Vehicle Fuel Tax County Option	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Motor Vehicle Fuel Tax General	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Motor Vehicle Fuel Tax Special	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
Expenditures	**$0**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**
Public Works CPF	$0	$205	$205	$205	$205	$205	$205	$205	$205	$205	$205
Balance	**$0**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**

DEVELOPMENT SERVICES EF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$12,165**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Building Permits	$0	$9,449	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$1,395	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction & Subdivision Inspections	$0	$930	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Public Safety Charges	$0	$391	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$11,814**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Protective Public Safety Inspections	$0	$11,814	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$352**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas Annual Budget.

DIRECT FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars
REDEVELOPMENT AGENCY (Summary of All Funds)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
Property Taxes	$0	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080
Intergovernmental Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$0	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220
Expenditures	**$0**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
General Government	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance (TIF)	$0	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398
Other Special Revenue Fund	$0	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548
Intergovernmental Expenditures	$0	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas Annual Budget.

DIRECT FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

MULTIPURPOSE SRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$284**	**$286**	**$288**	**$290**	**$293**	**$295**	**$297**	**$299**	**$302**
Franchise Fees	$103	$105	$107	$110	$112	$114	$116	$119	$121
Tortoise Habitat Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0
Grants	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Local Revenues	$155	$155	$155	$155	$155	$155	$155	$155	$155
NRS19.031 Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Administrative Assessment	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Construction Assessments	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Safety Charges	$6	$6	$6	$6	$6	$6	$6	$6	$6
Recreation Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$3	$3	$3	$3	$3	$3	$3	$3	$3
Rentals	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contributions & Donations	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Fees and Charges	$17	$17	$17	$17	$17	$17	$17	$17	$17
Expenditures	**$933**	**$934**	**$935**	**$936**	**$937**	**$937**	**$938**	**$939**	**$940**
General Government	$26	$26	$26	$26	$26	$26	$26	$26	$26
Municipal Courts	$15	$15	$15	$15	$15	$15	$15	$15	$15
Fire	$92	$92	$92	$92	$92	$92	$92	$92	$92
Corrections	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Protection	$4	$4	$4	$4	$4	$4	$4	$4	$4
Sewage Collection and Disposal	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Health Administration	$0	$0	$0	$0	$0	$0	$0	$0	$0
Old Age Assistance	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation	$0	$0	$0	$0	$0	$0	$0	$0	$0
Community Action Programs	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance	$757	$757	$757	$757	$757	$757	$757	$757	$757
Contributions to Other Governments	$40	$40	$41	$42	$43	$44	$45	$45	$46
Transfers Out	**$60**	**$61**	**$62**	**$63**	**$64**	**$65**	**$67**	**$68**	**$69**
General Fund	$60	$61	$62	$63	$64	$65	$67	$68	$69
Parks & Leisure CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0
Detention and Enforcement CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**($709)**	**($709)**	**($709)**	**($709)**	**($708)**	**($708)**	**($708)**	**($708)**	**($707)**

DIRECT FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

PARK CONSTRUCTION SRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Residential Park Construction Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Park & Leisure Activities CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

STREET MAINTENANCE SRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**	**$1**
Motor Vehicle Fuel Tax County Option	$0	$0	$0	$0	$0	$0	$0	$0	$0
Motor Vehicle Fuel Tax General	$0	$0	$0	$0	$0	$0	$0	$0	$0
Motor Vehicle Fuel Tax Special	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$1	$1	$1	$1	$1	$1	$1	$1	$1
Expenditures	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**	**$205**
Public Works CPF	$205	$205	$205	$205	$205	$205	$205	$205	$205
Balance	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**	**($204)**

DEVELOPMENT SERVICES EF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Building Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction & Subdivision Inspections	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Public Safety Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Protective Public Safety Inspections	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas

DIRECT FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars
REDEVELOPMENT AGENCY (Summary of

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
Property Taxes	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080
Intergovernmental Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$220	$220	$220	$220	$220	$220	$220	$220	$220
Expenditures	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
General Government	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance (TIF)	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398
Other Special Revenue Fund	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548
Intergovernmental Expenditures	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas

TOTAL FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

MULTIPURPOSE SRF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$1,576**	**$1,078**	**$1,093**	**$1,107**	**$1,122**	**$1,138**	**$1,154**	**$1,170**	**$1,187**	**$1,189**
Franchise Fees	$0	$89	$91	$93	$95	$97	$99	$101	$103	$105	$107
Tortoise Habitat Fees	$0	$506	$0	$0	$0	$0	$0	$0	$0	$0	$0
Grants	$0	$201	$203	$206	$208	$211	$214	$217	$220	$223	$223
Other Local Revenues	$0	$450	$455	$461	$467	$473	$479	$486	$492	$499	$499
NRS19.031 Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Administrative Assessment	$0	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3
Court Construction Assessments	$0	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
Public Safety Charges	$0	$23	$23	$23	$24	$24	$24	$25	$25	$25	$25
Recreation Fees	$0	$223	$226	$229	$232	$235	$238	$241	$245	$248	$248
Interest Earnings	$0	$18	$12	$12	$12	$13	$13	$13	$13	$13	$13
Rentals	$0	$10	$10	$10	$10	$11	$11	$11	$11	$11	$11
Contributions & Donations	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Fees and Charges	$0	$50	$50	$51	$52	$52	$53	$54	$55	$55	$55
Expenditures	**$0**	**$2,403**	**$950**	**$963**	**$976**	**$989**	**$1,003**	**$1,017**	**$1,032**	**$1,047**	**$1,028**
General Government	$0	$107	$108	$109	$111	$112	$114	$115	$117	$118	$118
Municipal Courts	$0	$60	$61	$62	$62	$63	$64	$65	$66	$67	$67
Fire	$0	$378	$383	$388	$393	$398	$403	$408	$414	$420	$420
Corrections	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Protection	$0	$18	$19	$19	$19	$19	$20	$20	$20	$20	$20
Sewage Collection and Disposal	$0	$9	$10	$10	$10	$10	$11	$11	$11	$12	$12
Public Health Administration	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Old Age Assistance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation	$0	$213	$215	$218	$221	$224	$227	$230	$233	$236	$236
Community Action Programs	$0	$26	$26	$27	$27	$27	$28	$28	$29	$29	$29
Economic Development & Assistance	$0	$1,287	$16	$16	$17	$17	$18	$18	$19	$20	$0
Contributions to Other Governments	$0	$305	$113	$114	$116	$118	$120	$122	$124	$126	$126
Transfers Out	**$1**	**$118**	**$110**	**$112**	**$114**	**$116**	**$118**	**$120**	**$122**	**$124**	**$125**
General Fund	$1	$86	$78	$80	$81	$83	$84	$86	$88	$89	$90
Parks & Leisure CPF	$0	$30	$30	$31	$31	$31	$32	$32	$33	$33	$33
Detention and Enforcement CPF	$0	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
Balance	**($1)**	**($944)**	**$18**	**$18**	**$17**	**$17**	**$17**	**$17**	**$16**	**$16**	**$36**

TOTAL FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

PARK CONSTRUCTION SRF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Residential Park Construction Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Park & Leisure Activities CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

STREET MAINTENANCE SRF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$361**	**$366**	**$370**	**$375**	**$380**	**$385**	**$390**	**$395**	**$401**	**$401**
Motor Vehicle Fuel Tax County Option	$0	$105	$106	$108	$109	$111	$112	$114	$115	$117	$117
Motor Vehicle Fuel Tax General	$0	$144	$145	$147	$149	$151	$153	$155	$157	$159	$159
Motor Vehicle Fuel Tax Special	$0	$109	$111	$112	$113	$115	$116	$118	$120	$121	$121
Interest	$0	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
Other	$0	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
Expenditures	**$0**	**$245**	**$252**	**$260**	**$267**	**$275**	**$284**	**$292**	**$301**	**$310**	**$310**
Public Works CPF	$0	$245	$252	$260	$267	$275	$284	$292	$301	$310	$310
Balance	**$0**	**$117**	**$114**	**$111**	**$108**	**$104**	**$101**	**$98**	**$94**	**$91**	**$91**

DEVELOPMENT SERVICES EF

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$12,165**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Building Permits	$0	$9,449	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$1,395	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction & Subdivision Inspections	$0	$930	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Public Safety Charges	$0	$391	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$11,814**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Protective Public Safety Inspections	$0	$11,814	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$352**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas Annual Budget.

TOTAL FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars
REDEVELOPMENT AGENCY (Summary of All Funds)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues	**$0**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
Property Taxes	$0	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080
Intergovernmental Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$0	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220
Expenditures	**$0**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
General Government	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance (TIF)	$0	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398
Other Special Revenue Fund	$0	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548
Intergovernmental Expenditures	$0	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas Annual Budget.

TOTAL FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

MULTIPURPOSE SRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$1,191**	**$1,193**	**$1,196**	**$1,198**	**$1,200**	**$1,202**	**$1,205**	**$1,207**	**$1,209**
Franchise Fees	$109	$111	$113	$115	$117	$120	$122	$124	$127
Tortoise Habitat Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0
Grants	$223	$223	$223	$223	$223	$223	$223	$223	$223
Other Local Revenues	$499	$499	$499	$499	$499	$499	$499	$499	$499
NRS19.031 Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0
Court Administrative Assessment	$3	$3	$3	$3	$3	$3	$3	$3	$3
Court Construction Assessments	$4	$4	$4	$4	$4	$4	$4	$4	$4
Public Safety Charges	$25	$25	$25	$25	$25	$25	$25	$25	$25
Recreation Fees	$248	$248	$248	$248	$248	$248	$248	$248	$248
Interest Earnings	$13	$13	$13	$13	$13	$14	$14	$14	$14
Rentals	$11	$11	$11	$11	$11	$11	$11	$11	$11
Contributions & Donations	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Fees and Charges	$55	$55	$55	$55	$55	$55	$55	$55	$55
Expenditures	**$1,029**	**$1,030**	**$1,031**	**$1,032**	**$1,032**	**$1,033**	**$1,034**	**$1,035**	**$1,036**
General Government	$118	$118	$118	$118	$118	$118	$118	$118	$118
Municipal Courts	$67	$67	$67	$67	$67	$67	$67	$67	$67
Fire	$420	$420	$420	$420	$420	$420	$420	$420	$420
Corrections	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Protection	$20	$20	$20	$20	$20	$20	$20	$20	$20
Sewage Collection and Disposal	$12	$12	$12	$12	$12	$12	$12	$12	$12
Public Health Administration	$0	$0	$0	$0	$0	$0	$0	$0	$0
Old Age Assistance	$0	$0	$0	$0	$0	$0	$0	$0	$0
Recreation	$236	$236	$236	$236	$236	$236	$236	$236	$236
Community Action Programs	$29	$29	$29	$29	$29	$29	$29	$29	$29
Economic Development & Assistance	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contributions to Other Governments	$127	$128	$129	$130	$130	$131	$132	$133	$134
Transfers Out	**$126**	**$127**	**$129**	**$130**	**$131**	**$132**	**$133**	**$135**	**$136**
General Fund	$91	$93	$94	$95	$96	$97	$98	$100	$101
Parks & Leisure CPF	$33	$33	$33	$33	$33	$33	$33	$33	$33
Detention and Enforcement CPF	$2	$2	$2	$2	$2	$2	$2	$2	$2
Balance	**$36**	**$36**	**$36**	**$36**	**$37**	**$37**	**$37**	**$37**	**$37**

TOTAL FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars

PARK CONSTRUCTION SRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Residential Park Construction Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Park & Leisure Activities CPF	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

STREET MAINTENANCE SRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$401**	**$401**	**$401**	**$401**	**$401**	**$401**	**$401**	**$401**	**$401**
Motor Vehicle Fuel Tax County Option	$117	$117	$117	$117	$117	$117	$117	$117	$117
Motor Vehicle Fuel Tax General	$159	$159	$159	$159	$159	$159	$159	$159	$159
Motor Vehicle Fuel Tax Special	$121	$121	$121	$121	$121	$121	$121	$121	$121
Interest	$1	$1	$1	$1	$1	$1	$1	$1	$1
Other	$2	$2	$2	$2	$2	$2	$2	$2	$2
Expenditures	**$310**	**$310**	**$310**	**$310**	**$310**	**$310**	**$310**	**$310**	**$310**
Public Works CPF	$310	$310	$310	$310	$310	$310	$310	$310	$310
Balance	**$91**	**$91**	**$91**	**$91**	**$91**	**$91**	**$91**	**$91**	**$91**

DEVELOPMENT SERVICES EF

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Building Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Permits	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction & Subdivision Inspections	$0	$0	$0	$0	$0	$0	$0	$0	$0
Misc Public Safety Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Protective Public Safety Inspections	$0	$0	$0	$0	$0	$0	$0	$0	$0
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas A

TOTAL FISCAL IMPACT OF:
Churchill Bank
CITY OF LAS VEGAS SPECIAL FUNDS
2009 Dollars
REDEVELOPMENT AGENCY (Summary of

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
Property Taxes	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080	$13,080
Intergovernmental Revenues	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$220	$220	$220	$220	$220	$220	$220	$220	$220
Expenditures	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**	**$13,300**
General Government	$0	$0	$0	$0	$0	$0	$0	$0	$0
Economic Development & Assistance (TIF)	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398	$4,398
Other Special Revenue Fund	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548	$6,548
Intergovernmental Expenditures	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354	$2,354
Balance	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Source: Applied Economics, City of Las Vegas A

REAL ESTATE SUPPORTED BY:
Churchill Bank
CITY OF LAS VEGAS

	Square Feet Supported									
Land Use	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Hotel/Casino	0	391	403	415	428	441	454	467	481	496
Retail	0	3,269	3,324	3,380	3,438	3,498	3,559	3,623	3,688	3,755
Office	0	7,744	7,829	7,916	8,005	8,098	8,193	8,291	8,392	8,496
Industrial	0	917	944	973	1,002	1,032	1,063	1,095	1,127	1,161
Hospital/Medical Office	0	100	103	106	109	113	116	119	123	127
Utilities	0	16	17	17	18	18	19	19	20	20
Schools	0	266	274	283	291	300	309	318	328	337
Government	0	266	274	282	291	300	309	318	327	337
Other	0	100	103	106	109	113	116	119	123	127
Housing Units	0	9	9	9	9	10	10	10	10	10
Total Square Feet	0	13,070	13,271	13,478	13,691	13,910	14,137	14,369	14,609	14,856

Source: U.S. Bureau of Labor Statistics; Applied Economics.

REAL ESTATE SUPPORTED BY:
Churchill Bank
CITY OF LAS VEGAS

	Square Feet Supported									
Land Use	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Hotel/Casino	511	496	496	496	496	496	496	496	496	496
Retail	3,825	3,755	3,755	3,755	3,755	3,755	3,755	3,755	3,755	3,755
Office	8,603	8,496	8,496	8,496	8,496	8,496	8,496	8,496	8,496	8,496
Industrial	1,196	1,161	1,161	1,161	1,161	1,161	1,161	1,161	1,161	1,161
Hospital/Medical Office	130	127	127	127	127	127	127	127	127	127
Utilities	21	20	20	20	20	20	20	20	20	20
Schools	348	337	337	337	337	337	337	337	337	337
Government	347	337	337	337	337	337	337	337	337	337
Other	131	127	127	127	127	127	127	127	127	127
Housing Units	10	10	10	10	10	10	10	10	10	10
Total Square Feet	15,111	14,856	14,856	14,856	14,856	14,856	14,856	14,856	14,856	14,856

Source: U.S. Bureau of Labor Statistics; Appl

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a review of the FY 2011 Capital Project Fund (CPF)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: Capital Project Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Staff has reviewed the general fund portion of the CPF plan and has identified reserves of approximately $11 million that could be reprogrammed for other projects.

RECOMMENDATION:
Recommendations to be presented at the Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - 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)

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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of a new Beer/Wine/Cooler On-sale License, V & H Pizza, Inc., dba Napoli Pizzeria, 4760 West Sahara Avenue, Suite 11, Hakob Alaverdyan, Pres, Dir, 50% and Vahan Balian, Secy, Treas, 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 Six Month Review of a new Beer/Wine/Cooler On-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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE BASTIAN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report and possible action concerning a Leisure Services/Pros Consulting Pricing and Revenue Plan for Improved Program Services, Efficiencies and Sustainability - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To support the city's priority to reduce the general fund structural budget deficit and to ensure continued service delivery, the Department of Leisure Services is endeavoring to develop a more financially sustainable approach to doing business. Currently a wide array of programs, activities, rentals and services are offered to our citizens. A new progressive revenue and pricing plan has been developed. The plan will allow the Department of Leisure Services to better manage assets by collecting appropriate fees to offset costs associated with specific programs and services, which is essential to sustain and maintain quality parks and leisure experiences through a business model with measurable social aspects.

RECOMMENDATION:
Staff recommends the City Council accept the report and authorize the City Manager to incorporate the new pricing plan into the annual budget cycle

BACKUP DOCUMENTATION:
Leisure Services/Pros Consulting Pricing and Revenue Plan for Improved Program Services, Efficiencies and Sustainability

City of Las Vegas
Department of Leisure Services

Pricing and Revenue Plan For Improved Program Services, Efficiencies, and Sustainability

PREPARED BY:

pros consulting LLC

2009 FINAL

Acknowledgements

The process of completing this project required the engagement and advocacy of many, as this Pricing and Revenue Plan for Improved Program Services, Efficiencies, and Sustainability reflects the insight and expertise of leadership from across the City of Las Vegas. PROS Consulting, LLC would like to acknowledge the following organizations and individuals for their input, guidance, and contributions made to support this project:

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Las Vegas, Nevada 89101

Las Vegas City Council
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Mayor Pro Tem Gary Reese, Ward 3
Councilman Steve Wolfson, Ward 2
Councilwoman Lois Tarkanian, Ward 1
Councilman Steve D. Ross, Ward 6
Councilman Ricki Y. Barlow, Ward 5
Councilman Stavros S. Anthony, Ward 4

City Manager
Elizabeth N. Fretwell

Deputy City Manager
Orlando Sanchez, Jim Nichols

Chief Urban Redevelopment Officer
Scott Adams

Department of Leisure Services

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Deputy Director
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CHAPTER ONE - EXECUTIVE SUMMARY & PRICING POLICY

1.1 EXECUTIVE SUMMARY

The City of Las Vegas Department of Leisure Services is committed to providing outstanding public parks, facilities, recreation and arts related programs. The increasing demands for parks, facilities and programs, along with the rising operating costs and decreasing revenues in the City's General Fund through the economic issues associated with the recession, have made it a challenge to maintain the current level of service offerings under the existing management model for the Department of Leisure Services. To achieve optimal results through studying existing fees and researching alternative pricing structures, the Department of Leisure Services acquired an outside consultant. This allowed a more global and unbiased perspective on developing a more financially sustainable approach to doing business. In addition, this allowed for more consistent data collection and reporting therefore standardizing processes and creating efficiencies.

The Pricing and Revenue Plan for Improved Program Services, Efficiencies, and Sustainability will allow elected officials, leisure users, staff and general taxpayers to better understand the philosophy behind pricing of products and services. The Plan establishes consistent guidelines and a methodology, as well as cost of services and processes for staff to follow toward pricing in the future. If followed, the pricing guidelines outlined in this Pricing and Revenue Plan will provide a solid foundation for future sustainability of the Department.

City Council approval of the Pricing Policy outlined in the Pricing and Revenue Plan is based on an agreed to pricing methodology process and philosophy that will create fairness and equity on how programs and services are priced in the future. The Pricing and Revenue Plan also sets forward various recommendations on cost recovery levels based on whether the program or service is a core or non-core service, as well as what level of classification the program or service falls based on if the service is public, merit or private. In addition, PROS outlined several operational efficiency options to cut operational costs without sacrificing the quality of services provided to users of the system.

Traditionally, the Department of Leisure Services has subsidized some programs at a high level and kept fees low to accommodate a percentage of customers that could not afford market rates for services. The unintended consequences of pricing services below-market rates are that the Department is not able to consistently balance the demand for quality programs and facilities with available resources. The majority of the prices for programs and services have not increased in the last seven years. A series of implementation recommendations are contained in the body of this report by core area of service. These recommendations provide the framework and guidance for staff to implement the plan over the next 5 years.

The development of this Pricing and Revenue Plan for Improved Program Services, Efficiencies, and Sustainability was created with the support from the City of Las Vegas Department of Leisure Services Department and PROS. The work completed by PROS included the following:

- Individual interviews with City Council Members, City Leadership and individual staff groups within the Department of Leisure Services

- Community focus group meetings and public forums with various users groups and citizens across the City
- Department meetings with staff
- City Manager Team meetings
- Established the criteria of what constitutes a core and non-core service
- Established what constitutes a public, merit and private service the Department offers
- Established the true cost of service both direct and indirect for every program area in the Department and the current level of cost recovery
- Established Key Findings and Recommendations
- Developed the Framework Pricing Policy and Revenue Plan
- Established the cost recovery goals for the Department for the next five years
- Benchmarked the City of Las Vegas Department of Leisure Services Department cost recovery rates against those Departments within the Las Vegas region and nationally for urban recreation departments
- Reviewed the Pricing and Revenue Plan with the City of Las Vegas Finance Department, auditors, and attorneys
- Presentation to the public, key community leaders and staff

1.1.1 PURPOSE

The Pricing and Revenue Plan for Improved Program Services, Efficiencies, and Sustainability is a management tool for allocating the use of public funds creating a financially sustainable approach for providing recreational services and facilities that maximize citizen use of programs and facilities while ensuring affordable access to programs and services.

The Pricing Policy outlined in this plan allows elected officials, users, staff and general taxpayers to better understand the philosophy behind the pricing of programs and services. The Pricing Policy presents a cost of service template to be used to determine the level of cost recovery for direct and indirect costs for each core program category.

1.1.2 PRICING POLICY RECOMMENDATION

The City Council will authorize the City Manager to set all Leisure Services fees and pricing strategies in accordance with the annual City Council-approved operating budget based on the cost recovery percentage goals and the guiding principles described in this policy. The Department of Leisure Services cost recovery goals shall be submitted by the Leisure Services Director to the City Manager and approved by City Council through the annual operating budget process. The Department of Leisure Services shall publish an annual report that presents the Department's accomplishments, results, and performance on cost recovery goals. Individual prices for services will follow the following guiding principles.

1.1.2.1 PRICING AND REVENUE GUIDING PRINCIPLES

1. Identify the Level of Benefit a Customer Receives

To maximize the distribution of available parks and recreation resources to the greatest number of residents, the Department shall prioritize the subsidization and funding of programs. To determine the percentage of subsidy allocated, Public, Merit and Private categories will be used to identify the level of community/public or individual/private benefit a user receives.

Public Services Definition

Public services provide all users the same level of benefit and can be assessed by the broadest cross section of the population; these services typically receive the highest level of subsidization. Examples of public services include clean and accessible public parks and trails.

Merit Services Definition

Merit services provide benefit to both the community and individual. These programs should follow a cost sharing model between tax subsidy and a fee to the customer. Some portion of the cost of service should be supported by the user thus lowering the general fund contribution. Example of merit services includes swim lessons, youth sports leagues, and SafeKey related programs.

Private Services Definition

Private services provide a benefit to the individual, are typically specialized and provide minimal to no benefit to the community. These services should receive a minimal subsidization (if any) and the fee to participate is the responsibility of the user/customer. Examples of private services include private facility rentals, adult sports programs, and specialized fee based classes.

2. Service Classification

Determine rather the program is a core service. Core services are considered as follows:

A Core Program will meet **60%-70%** of the criteria below.

- The program/service is aligned with the Department's Vision and Mission.
- The program has been provided by the City for a long period of time (15 years or longer) and is expected by the community.
- The program consumes a large portion of the Leisure Services budget (5% or more) to deliver the program and has revenue sustainability.
- The program/service currently continues to fill 80% of its program capacity each season it is offered.
- The program is used by a broad range (age and other demographics) of community residents.
- There are tiered levels of skill development available within the program.

- Full-time staff or contractors are dedicated and responsible for the actual execution of the program.
- Facilities are designed specifically to support the program.
- The Department currently controls a significant percentage (20% or more) of the program market locally.
- The program has been in a growth or mature stage of its lifecycle for a long period of time and has long-term appeal. A program cycle will begin with a growth phase, plateau at a mature stage (healthy participation) and then decline downward (reduction in participation) to a program end.
- The program requires high levels of customer interface (1 staff to 10 participants or fewer).
- The program has a strong social value that is part of a solution to a community problem. (e.g. health, crime rate, social isolation, education).
- The program has strong economic appeal and a high resident benefit that creates a strong return on investment (ROI) for the City (e.g. tourism activities, business development and revenue development).
- The program has a high partnering capability (e.g. matching funds, renting a facility or partnering in the development of a facility, program or event).
- 90% or more of the participants are City of Las Vegas residents.

3. Calculate Cost of Service

   The Department of Leisure Services shall collect cost of service data to determine the actual cost per unit of specified services, including direct and indirect costs. Direct costs are exclusively attributed to a program or service and can include salaries for staff directly providing the service, supplies and materials. Indirect costs are attributed to more than one program and can include supervisor salaries, maintenance, utilities, leases, equipment replacement and technology.

4. Determine Cost Recovery Goals

   The City Manager with City Council approval through the budget process shall set targets for the recovery of program costs through the collection of user fees. Targets will be expressed as the percentage of the overall program budget the Department intends to recover. Cost recovery goals will align with public, merit, and private service categories and reflect the level of community/public and individual/private benefit received. Cost recovery goals shall be reviewed annually with consideration of the City's overall operating budget.

5. Ensure Affordable Access

   To ensure City of Las Vegas resident's affordable access to participation in recreation activities the Department of Leisure Services shall continue to implement a formalized scholarship program. Eligible scholarship applicants will demonstrate proof of qualified

income verified by their participation in one of the pre-existing local, state or federal assistance programs determined by the Leisure Services Director.

6. Create Revenue Strategies

   The Department of Leisure Services shall use a variety of methods to generate revenue to offset general fund subsidy for recreation programs and services. These methods shall include creative revenue options outlined in this Pricing and Revenue Plan, and will include partnerships and differential pricing methods.

7. Creative Revenue Options

   To support the operating costs of the Department and to meet cost recovery goals that cannot be achieved solely by pricing of services, the Department will implement new creative revenue income strategies that include but are not limited to sponsorships, grants, and foundations and other earned income opportunities but will be developed as an overall revenue strategy for the City Manager to approve to help the Department achieve financial sustainability.

8. Partnerships

   Partnerships with private and public entities are vital to enhance service levels and to keep program fees affordable to residents. The Department will continue to cultivate existing relationships and develop new partnerships with other community and not-for-profit organizations to minimize program fees as appropriate.

9. Differential Pricing Methods

   The Department shall implement an assortment of pricing methods to increase customer options. Differential pricing methods will maximize facility usage and encourage users to move to options that best accommodate their schedules and price point. Pricing methods may include pricing services by weekday/weekend rates, price by length of stay, price by amenity and incentive pricing such as early bird registration. The pricing of programs, services and facilities shall be reviewed on an annual basis by the City Manager to ensure progress towards the City Council approved cost recovery percentages goals.

   The following page outlines the core program areas, current cost recovery ranges, and the corresponding optimum cost recovery rates to be achieved over the next 3-5 year time frame. These goals are dynamic and may need to be adjusted on an annual basis depending on the program performance, economy and a host of other variable characters.

10. Cost Recovery Goals

The following cost recovery goals were established by core program activities and are made a part of the Pricing Policy. It must be kept in mind that individual programs within the core areas may have varying cost recovery goals because of the public value associated with the program, but their aggregates should aim to meet the system-wide goals mentioned below. Also, individual programs within each core or non-core program are classified as public, private or merit based and may have differing cost recovery rates than that of the entire core program area. Recommended cost recovery rates are as follows based on the criteria and analysis completed by PROS Consulting and staff to achieve a sustainable Department of Leisure Services.

Cost Recovery Goals by Core Program and Activity (in alphabetical order)	Current Cost Recovery Ranges	Proposed Cost Recovery Ranges (To be Phased In)
After School	**16% to 100%+**	**25% to 100%+**
a. Camps – 100% Cost Recovery Goal		
b. Holiday Camp – 100% Cost Recovery Goal		
c. SafeKey – 100% Cost Recovery Goal		
d. Specialty – 125% Cost Recovery Goal		
e. Teen programs – 25% Cost Recovery Goal		
f. Youth Development – 50% Cost Recovery Goal		
Aquatics	**3% to 28%**	**25% to 100%**
a. Competitive Swim – 100% Cost Recovery Goal		
b. Fitness Swim – 100% Cost Recovery Goal		
c. Learn to Swim – 60% Cost Recovery Goal		
d. Life Guard/Safety training – 100% Cost Recovery Goal		
e. Open Swim – 25% Cost Recovery Goal		
f. Parent and Tot – 60% Cost Recovery Goal		
Arts	**0% to 22%**	**50% to 100%**
a. Adult Classes – 100% Cost Recovery Goal		
b. Youth Classes – 50% Cost Recovery Goal		
c. Events – 50% Cost Recovery Goal		
d. Performance – 50% Cost Recovery Goal		
e. Technology support – 100% Cost Recovery Goal		
Rentals	**0% to 100%+**	**50% to 100%+**
a. Concessions – 125% Cost Recovery Goal		
b. Gymnasiums – 100% Cost Recovery Goal		
c. Halls – 125% Cost Recovery Goal		
d. Meeting rooms – 125% Cost Recovery Goal		
e. Open Space – 100% Cost Recovery Goal		
f. Park fee – 100% Cost Recovery Goal		
g. Pools – 100% Cost Recovery Goal		
h. Shelters – 50% Cost Recovery Goal		
i. Stage – 120% Cost Recovery Goal		
j. Theater – 100% Cost Recovery Goal		
Seniors	**0% to 15%**	**15% to 100%**
a. Day use – 15% Cost Recovery Goal		
b. Fee classes – 50% Cost Recovery Goal		
c. Food/nutrition/daily – 50% Cost Recovery Goal		
d. Senior Legal Services – 100% Cost Recovery Goal		
e. Social Services – 15% Cost Recovery Goal		
f. Special Events – 50% Cost Recovery Goal		
g. Trips – 100% Cost Recovery Goal		

Cost Recovery Goals by Core Program and Activity, cont. (in alphabetical order)	Current Cost Recovery Ranges	Proposed Cost Recovery Ranges (To be Phased In)
Special events	**2% to 9%**	**50% to 100%**
a. Competitions – 100% Cost Recovery Goal		
b. Entertainment/food – 50% Cost Recovery Goal		
c. Holiday – 50% Cost Recovery Goal		
Sports	**0% to 30%**	**50% to 100%+**
a. Adult Classes – 100% Cost Recovery Goal		
b. Adult League; competitive – 125% Cost Recovery Goal		
c. Adult league; recreation – 100% Cost Recovery Goal		
d. Clinics – 100% Cost Recovery Goal		
e. Competitive/Performing Teams (Gymnastics, Dance, etc) – 100% Cost Recovery Goal		
f. Recreational gymnastics – 50% Cost Recovery Goal		
g. Scheduling – 150% Cost Recovery Goal		
h. Tennis – 100% Cost Recovery Goal		
i. Tournaments – 100% Cost Recovery Goal		
j. Youth Classes – 50% Cost Recovery Goal		
k. Youth league; competitive – 100% Cost Recovery Goal		
l. Youth league; recreation – 50% Cost Recovery Goal		
Therapeutic	**0% to 16%**	**20% to 100%**
a. Adult drop in – 20% Cost Recovery Goal		
b. Adult respite (day use) – 20% Cost Recovery Goal		
c. Adults – 50% Cost Recovery Goal		
d. Camps – 50% Cost Recovery Goal		
e. Classes – 25% Cost Recovery Goal		
f. Trips – 100% Cost Recovery Goal		
g. Youth – 25% Cost Recovery Goal		
h. Youth drop in – 20% Cost Recovery Goal		
i. Youth respite (day use) – 20% Cost Recovery Goal		
Wellness and Fitness	**0% to 15%**	**15% to 100%**
a. Clubs/centers – 100% Cost Recovery Goal		
b. Fee classes – 100% Cost Recovery Goal		
c. Social Services – 15% Cost Recovery Goal		

1.2 KEY RECOMMENDATIONS

PROS recommends the following actions by staff to implement this Pricing and Revenue Plan:

- Continue to input and track cost of services based on the costing model provided and developed by PROS Consulting as part of this study
- Price new programs based on the cost recovery goals submitted by the City Manager and approved by City Council as part of the annual budget process
- Inform users how much the City is investing in them and how much they are investing in themselves for their leisure experience
- Use differential pricing as much as possible/ based on cost and capacity available to encourage higher levels of use and increased revenue to offset operational costs
- Evaluate prices and costs on a annual basis and make price adjustments to meet the cost recovery goals approved by City Council
- Move away from entitlement pricing for special interest groups over a three year period
- Develop earned income options to off-set operational costs to keep prices as low as possible and to create a sustainable Department
- Implement efficiency recommendations first before raising prices as outlined in the recommendations **Appendix C**
- Develop a Business Development office and a pricing and revenue team to implement this plan over the next year
- Hold staff accountable to meeting the outcomes of this plan to the level the City Manager desires
- Teach and train staff on cost of services and earned income opportunities
- Develop mini-business plans for all high end leisure facilities to maximize use and revenue capability; destination facilities offer a wide range of programmatic opportunities for a multi-generational audience
- Keep dollars earned in a revolving account to support the core programs where the dollars came from and to build customer loyalty
- Reduce senior discounts from 40-50% to 10% and hold the senior age to qualify for a discount at 62 years which follows social security guidelines; current discounting practices are based actual FY 2008 revenue and expenditure figures and analysis of pricing practices for all Senior activities
- Reduce staffing levels in some facilities that are only open 55 hours a week or less based on a square ft basis, program requirements and or industry best practices

- Develop staff cost based on operating standards (maintenance, programs, rentals) to be achieved per site. Standards costs include staff hours with benefits to produce the standard
- Evaluate capacity levels for each recreation facility and use differential pricing to move users from prime time to non-prime time
- Negotiate with large tournament operators a permit price and percentage of gross revenues
- Outsource the rental of city owned equipment for a percentage of the gross
- Establish an out of Clark County price for leisure services; numerous focus groups expressed the blended participatory markets of all County parks and recreation users stressing the importance of County/Out-of-County price differentiation
- Change the name of Leisure Services Department to Parks and Recreation Department to maximize the value of parks role in the delivery of services

1.3 CONCLUSION

The Department of Leisure Services now has a methodology and process to follow in establishing pricing of services for their programs and facilities. The staff understand how the cost of service was developed and the must be disciplined in managing the cost of service model for the future to help them make sound decisions in the delivery of services while keeping within the established cost recovery rates approved by the City Manager and the City Council. The pricing team recommended in this Revenue and Pricing Team must take ownership of the plan, teach and train staff on how to use it and evaluate on a monthly level how they are progressing to achieve the recommendations outlined in the plan and to obtain a sustainable system. The Department of Leisure Services has many areas of their operation that needs to be address as it applies to efficiency and in sharing of resources to maximize the value of the taxpayer dollars received to support their programs and facilities. The administration staff is eager and ready to move forward on this plan. Let the process begin!

CHAPTER TWO - SUMMARY REPORT

2.1 PURPOSE OF PRICING POLICY

The City of Las Vegas Department of Leisure Services is committed to providing outstanding public parks, facilities, arts, recreation programs and special services. The increasing demands for additional parks, facilities and programs, coupled with rising operating and capital costs, make it challenging to maintain existing levels of service. To combat this trend, it is necessary for the Department of Leisure Services to have a sound and consistent Pricing Policy that will serve as a management tool for establishing, implementing and evaluating various fees and revenue options to off-set operational costs. The establishment of a Pricing Policy will provide consistency in how services are priced across the system which will provide needed operational revenues to help make additional programs and facilities more available that would not otherwise be developed or offered.

The new Pricing Policy for the Department is designed to provide consistent guidelines in pricing admissions, rental of facilities, programs and services. It will help the Department to address the structural budget deficit the City is facing and provide greater fairness in pricing services to users. This new Pricing Policy allows elected officials, users, staff and general taxpayers to better understand the philosophy behind pricing of products and services offered. The Pricing Policy is based on the true costs to provide programs and services and whether or not the services are public, merit or private based (see **Section 2.3** for further detail.)

This pricing policy supports the Department's cost recovery goal of approximately 25-30% of total operational costs against the Department's overall operating budget to be achieved over a period of five years. Currently the Department recovers less than 25% percent of its operating budget if all costs both direct and indirect are included. Best practices for larger urban systems are 35% to 40% of total operational dollars recovered from fees and earned income generated.

Operating Definitions as described by Dan McLean Ph.D. University of Nevada, Las Vegas, Department of Recreation and Sports Management:

- **Cost recovery**: A process used by public agencies to price their services on a break-even basis, or as Brayley and McLean (2008) state "approximately the same amount of resources are recovered through pricing as are expended in production and delivery"
- **Cross-subsidization**: Using profits of one program to reduce the price of another
- **Equity**: Those who benefit from the service should pay for it and those who benefit the most should pay the most
- **Merit good**: Services indirectly benefiting the community, but are most beneficial to those who receive the service
- **Non-excludability**: Once a public good is offered no person can be excluded from receiving this public good or service

- **Pricing:** A process used to recover the costs of production. Economists propose price as resulting from the balance between demand and supply, given assumptions on other factors and the availability of market information
- **Private good**: A private good prevents someone from consuming a public good or detracts from another person's consumption of that good (e.g., fee based programs)
- **Public good**: A public good does not allow or prevent someone from consuming that good for their own personal benefit. A public good does not preclude or detract from another's persons' consumption of the good and all users have equal or first come, or first serve opportunities. (e.g. access to a public park or trail)
- **Public services**: of value and benefit to a broadly defined community, such as neighborhood parks and playgrounds, and trails, to name a few
- **Revenue negative**: When revenue for specific programs or program areas are insufficient to recover costs and prescribed targets
- **Revenue neutral**: Income meets costs of the program or program area at a level prescribed by the governing body, but does not exceed 100% of direct and indirect costs
- **Revenue positive**: Income exceeds 100% of direct and indirect costs
- **Subsidization**: the level at which a public agency is willing to provide partial funding for a service or program resulting in reduced or no cost to the user. More narrowly it is defined as using tax revenues to reduce or eliminate user fees for services

Cost recovery is a basic revenue generation process used by all levels of government. It is a process that has become commonly accepted by all types of governmental organizations. It may have distracters such as special interest groups who feel they are entitled to a variety of discounts, but as tax revenues have not been unable to provide sufficient funds for operations, cost recovery is one of the primary tools available to agencies to continue to provide quality services versus eliminating services. As an income source it is classified as earned income.

The Department in the past has recovered approximately 35% of **direct costs** for leisure related services provided but now will be responsible to track costs for utility and maintenance costs based on a formula rate on a per square foot in the 2010 budget which could potentially reduce their cost recovery rates to below 25% of the total operating budget if these allocations are not recovered through an increase in pricing. With this new pricing and revenue policy the Department should be able to increase their operating revenues above 35% of their total operational budget with maintenance and utility maintenance costs included if the recommendations outlined in this plan are followed and implemented.

2.2 CURRENT PRICING PHILOSOPHIES AND PRACTICES

The current pricing philosophy within the Department assumes that all residents of the City of Las Vegas should be able to participate in programs regardless of ability to pay. Current fees are based on comparisons with other area agencies, which provide similar programs and services. The current pricing philosophy in the Department is established to minimize

user fees for art related programs and events, summer camps, teens, persons with disabilities and senior services. Adult program fees are set to recover all direct costs. Indirect costs including preventative and routine maintenance, utilities, City resources such as attorney support, planning and development, and other non-direct costs are not currently recovered by the Department's current pricing philosophy.

Most user fees and charges are set by the City Council based on recommendations from the Director of Leisure Services which is based on the perception of the citizens' ability to pay for the services and programs and based on comparative prices of other area park and recreation agencies. The last fee increase for most programs was 7 years ago.

Currently each division within the Department of Leisure Services functions with different cost recovery goals and user fee strategies to recover a collective Department cost recovery goal of 35% of **direct** costs.

In an effort to maintain affordability of services for the public, the Department has been hesitant to increase fees, even when overall operating costs have increased. Many fees for programs and services have been static for five to seven years, primarily as a result of a lack of true cost data and quantifiable program information on which the City Council can base its decisions. This was in part due to not having the right system data to collect the true cost internally within the Department. The Department had also not determined the true costs to provide services, whether the programs are core or non-core services, and if the programs serve a public, merit, or private purpose. The lack of pricing justification and effective data, places the Department in a defensive position when it comes to changing prices to offset increased operation costs.

Based on PROS' observations, the Department's current pricing structure indicates an affinity towards pricing programs and services to the lower socio-economic groups versus ability to pay and level of benefit received above what a general taxpayer is provided. This results in a significant amount of lost revenue due to under pricing of programs against their fair market value and the user benefit received. Additionally, it also serves to build an entitled constituency that has an expectation of this practice being continued in the harshest of economic environments.

Based on the 80:20 principle followed by PROS, the ideal approach would be to price the programs to the 80% of the community that can afford to pay and use the revenue generated to subsidize the 20% that may not be able to pay as well as support and provide an effective scholarship access policy. PROS feels the Department of Leisure Services should be able to control this practice similar to best-practice systems with support from the elected officials and City management.

2.3 OBJECTIVES OF PRICING

The objectives and best practices of pricing for Parks and Recreation Services are based on National Standards and PROS' operational experience. These objectives and best practices include the following:

- Accessibility, Affordability and Equity
- Financial Sustainability

- Efficiency
- Parity in Income Distribution (Income Retention)

2.3.1 ACCESSIBILITY, AFFORDABLITY AND EQUITY

Equity of pricing ensures that users pay for the services based on the level of benefit that they receive. Affordability should be based on the benefit received and the ability to pay. This policy recognizes that affordability is in the eye of the user, but it is also addressed in the Scholarship Policy criteria outlined in this Policy Document in **Appendix A**.

Public park and recreation agencies provide programs and services that are classified as public services, merit services and private services as defined below. The type of service and benefits received will directly determine the cost recovery goal and pricing strategy to be used in the pricing of the services and products the Department creates.

2.3.1.1 PUBLIC SERVICES

Public services normally have low level or no user fees associated with their consumption. The cost for providing these services is borne by the general tax base. Public services are those services parks and recreation offer that provide all users the same level of opportunity to access the service. Examples of public services are open public access to parks, playgrounds, trails and a picnic area that cannot be reserved.

2.3.1.2 MERIT SERVICES

Merit services are services whereby the user receives a higher level of individual benefit than the general taxpayer and yet the taxpayers benefit as a whole because the service provides a community public benefit as well. Merit services can be priced using either a partial overhead pricing strategy or a variable cost pricing strategy. Partial overhead pricing strategies recover all direct operating costs and some determined portion of fixed indirect costs. The portion of fixed indirect costs not recovered by the price established represents the tax subsidy.

Whatever the level of tax subsidy, the Department staff needs to inform the users by letting them know what the Department is investing in them in a dollar amount and what percentage level of investment they are making in their own experience. Examples of merit type services are swim lessons; youth sports programs, after-school programs for youth, arts and special events that promote healthy active lifestyles.

2.3.1.3 PRIVATE SERVICES

Private services benefit only the user; there is little or no public community benefit. These types of services usually are viewed by parks and recreation departments as requiring a full cost recovery strategy. The price of each particular service is intended to recover all fixed costs and variable costs associated with the service. Examples of private services are food services for resale, retail services, rental of space for weddings and business meetings, competitive/travel sports, private lessons, and exclusive use of recreation center rooms or sports facilities.

2.3.2 FINANCIAL SUSTAINABILITY

Financial sustainability means that user fees and prices charged from admissions, programs, food services, retail services, rentals and special events will assist in the funding of Department operations. The revenue produced through these sources will give the park and recreation system needed cash for operations, some capital costs and marketing dollars to promote Department programs and services. Additional revenue dollars can also be generated from sources such as grants, sponsorships, partnerships, and special use permits.

2.3.3 EFFICIENCY

Through a cost of service assessment, the Department can better evaluate how services are delivered and if they are delivered in the most effective and efficient manner. Priorities to enhance the user or visitor experience can be clearly defined because the services provided are clearly made visible and the priorities are established based on the direct user costs that are associated with the activities that users want. Pricing of services correctly can achieve seven positive results:

- Reduce congestion and overcrowding
- Indicate user and visitor demand and support for program/facility
- Increase positive user and visitor attitudes
- Provide encouragement to the private sector to invest in Department programs
- Provide incentives to achieve community goals
- Ensure stronger accountability for Department staff and management
- Allow multi-tiered pricing so those users who want a higher level of quality (higher credentialed instructor, all-inclusive of supplies/materials, etc.) can pay a higher price

2.3.4 PARITY IN INCOME DISTRIBUTION (INCOME RETENTION)

Parity in income distribution means dollars generated from each activity are redistributed back equally to the area it came from. This would help to pay direct costs and indirect cost and fund future improvements associated with an activity. Examples would be sports leagues paying for improvements to the sport fields.

Staff can document the costs of services provided through a costing model provided by PROS Consulting. The true cost of each activity is designated as direct and indirect costs associated with providing a product or service. This allows staff to recognize what the service costs on a per user basis, a per hour basis and on a unit basis.

A periodic review of all the costs and the prices is recommended to document the changes that have occurred within the products or services provided by the Department. This will help staff to evaluate which program, product or service should have price adjustments based on the pricing policy and cost recovery goals established for that program or service.

PROS recommends that the Department Director and staff set prices within this new Pricing Policy for services based on the following process:

- The true cost to provide the service and its cost on a per experience basis, hourly rate, or unit rate
- Whether the program or service is a core or non-core program based on the criteria established in the Pricing Policy outlined in **Section 2.5**
- Whether the program is a public, merit or private service based on the established criteria in the Pricing Policy as outlined in **Section 2.3**
- Does this price support the cost recovery goal desired for the program or leisure facility to support Department sustainability

2.4 GUIDING PRINCIPLES AND METHODOLOGY

The Pricing Policy was developed to provide a consistent methodology to price programs and services based on a philosophical and cost of service approach that provides the Department with a solid foundation for sustainability. City Council approval of a policy based on an agreed to pricing methodology process and philosophy will create fairness and equity on how programs and services are priced. Based on one-on-one interviews PROS conducted with all Council Members, PROS recognizes that some City Council members have reservations about raising prices on services when the economy is in a recession. The Pricing Policy sets forth recommendations on cost recovery levels based on whether the program or service is a core or non-core service and what level of classification it falls into based on its public, merit or private benefit.

The Pricing Policy process seeks City Council approval to allow the Department Director to establish prices using the methodology and these guiding principles as outlined. These guiding principles are the foundation for the pricing of programs and services that can be clearly communicated to users. The guiding principles include:

2.4.1 RATIONALE

Department staff should recommend for city council adoption, a policy of pricing services based on personal benefits received over and above what a general taxpayer receives. This approach will provide a fair and equitable method to distribute City resources to users of the park and recreation system.

2.4.2 AUTHORIZATION

Prices should be established based on the level of desired income to support sustainability and to establish the correct subsidy level needed to meet the operating budget requirements as outlined by the City Manager with approval by City Council in the approval of the annual operating budget. Pricing based on established cost recovery goals for each core service area will provide staff with the flexibility to maximize all pricing alternatives to the fullest while ensuring accessibility for programs and services.

Staff will set prices based on different pricing options such as primetime/non-primetime rates, season/off-season rates, weekday and weekend rates, age group and level of benefit received to maximize user participation and encourage users to find the right price point that best serves their needs which will result in higher usage of facilities and greater revenue to the Department.

2.4.3 REVENUE PHILOSOPHY

The Department should adopt a revenue philosophy that not only promotes revenue sustainability to offset operating costs, but also allows for revenues collected to remain within the Department's operating budget. User support for pricing services will be greater because the dollars that the users invest in their park or recreation experience will be re-invested in better quality services and facilities for themselves. In addition, adopting the Scholarship Policy outlined in this policy will support the revenue philosophy by creating opportunities for all citizens to access services.

2.4.4 CITIZEN CHOICE IN PICKING THE RIGHT PRICE POINT

User price points will allow users to pick and choose what components of a service they want to buy. This approach allows for multi-tiered pricing options, which will allow users to pick and choose what level of quality or quantity they want and pay accordingly. The current practice of one price fits all does not work effectively in maximizing revenues or filling capacity of programs and facilities. Creating alternatives built around pricing alternatives will produce greater revenue sustainability, increase capacity of use and gain greater community support for the Department.

2.4.5 PROGRAM DIFFERENTIAL PRICING ALTERNATIVES

The pricing alternative methods outlined below should be incorporated into all services (core/non-core; public/merit/private) and not be limited to individual program areas. Additionally, differential pricing alternatives encourage users to move to a pricing option that best fits their schedule and price point. This would ensure maximum use and revenue to generate customer loyalty and support operational sustainability for the entire system.

Examples of differential pricing alternatives include:

- Primetime pricing
- Non-primetime pricing
- Season and off-season rates
- Multi-tiered program pricing
- Group discounting and packaging
- Volume pricing
- Non-city resident pricing
- Incentive pricing
- Length of stay pricing
- Cost recovery goal pricing
- Level of exclusivity pricing
- Age segment pricing
- Level of private gain pricing
- Loyalty pricing

It is recommended that pricing alternatives be used in these service categories:

- Admissions
- Reservations
- Programs
- Concessions
- Permits
- Rentals of Equipment
- Park and Recreation Facility Use

2.4.6 LEVELS OF BENEFIT

PROS Consulting recommends that program class pricing be based on the level of benefit received by the participant. A benefit received above what the general taxpayer receives should be priced accordingly. Recreation programs and services are consumptive in nature. Once an activity or visit is finished, the user receives a memorable experience or an increased level of skill. Allowing prices to reflect users investing in themselves, based on an individual benefit received, is easy to communicate and visitors will understand the price justification.

2.4.7 COST ACCOUNTING

The Department should develop a budget format that will support an activity based costing process that includes direct and indirect costs to determine cost per experience and level of subsidy before pricing of the product or service. This will facilitate efficient decision making in determining the best method to price the program, activity or admission in the most cost effective manner.

2.4.8 USER PRICING EXPECTATIONS

Participants in Leisure Services programs expect higher quality of services when pricing changes are instituted. This will require establishing written program and facility standards that will need to be implemented to meet users' expectations and willingness to pay the proposed fees.

2.4.9 COMMUNICATING COSTS

Communicating the true costs of a service or program to recreation users will increase their understanding of the value they receive from the City and what they invest in themselves. Messages that convey the benefits received versus the features of the program and/or the service and the City's subsidy through Department programs and facilities will increase user understanding of the recreation pricing philosophy. This will reduce the users' sense of entitlement and increase fairness between what the City invests in them and what the user invests in themselves. An example of this message is in a swim program below:

> *"The City is investing $55 dollars into your child's swim lesson and you are investing $45 dollars. The dollars that you and the City invest cover the costs for the instructor, education materials, supervision, registration costs, marketing of the service and maintenance of the pool. These personal and City dollars also help to develop a life-time safety skill for your child."*

2.5 CORE PROGRAM IDENTIFICATION

Core Program criteria checklist **(see definition 1.1.2.1)** was developed to distinguish Department's "core" programs and services from non-core programs and services. Applied to a list of all of the current programs and services the City offers. The criteria will help the Department focus resources on those areas most critical to stakeholders and help achieve financial sustainability. Programs were assessed based on their CURRENT state only without introducing hypothetical factors.

These criteria helped the staff and public to understand what elements of a service represent the greatest number of users. Further, from a taxpayer perspective it helps to justify the City's investment in providing programs and services that enhance the quality of life and livability of the Las Vegas community.

2.6 CORE PROGRAMS

The following are the results from the core program assessment based on the criteria described in **Section 1.1.2.1**.

It must be noted that core program conditions may keep changing or new programs may be added, and it is imperative that staff evaluate programs periodically to ensure continued adherence to core program criteria.

Non-Core Programs are programs that do not meet 60-70% of the core program criteria. While some of these programs may continue to be offered they will be managed from a different perspective. These programs focus more on the individual value obtained by a user that is over and above what a general taxpayer receives. Given these conditions, it is imperative that the users share a greater burden of the program costs to help ensure the financial sustainability of the program.

- Core Program Areas include:
    - Aquatics
    - After School
    - Seniors
    - Wellness and Fitness
    - Special events
    - Arts
    - Sports
    - Therapeutic
    - Rentals

2.7 STATEMENT OF PHILOSOPHY

The guiding principles of the City of Leisure Service Department Pricing Policy is based on a clear understanding of: what constitutes a core and non-core service; what programs and services are public services, merit services and private services; the costs to provide the product or service, both direct and indirect; the level of benefit and exclusivity the user receives above what a general taxpayer receives; and the percentage of cost recovery for the activity, program, or service the Department is trying to recover against the Department's overall budget.

The Department should continue to efficiently offer the most diversified recreation services, ensuring that all Las Vegas citizens have equal opportunity to participate in a wide variety of programs and services regardless of ability to pay through an effective Scholarship Policy.

2.7.1 METHODOLOGY

- Using the **Cost of Service Analysis, PROS determined the direct and indirect cost associated with a program or service that breaks the cost down to a unit cost such as the cost per experience, cost per hour or cost per unit.** The direct and indirect cost of a core program and non-core program and the revenue generated were obtained from various sources. This revealed the true **Current Cost Recovery rate** of that program area. Examples of direct costs include the costs of instructors, supplies, referees and consumables. Indirect costs include items such as utilities, insurance, telephone, supervision, marketing and registration costs, building and grounds maintenance and vehicle maintenance.

- Factoring in the total number of units of participation for each core and non-core program against the total program cost provided the **Cost per Participant or Unit**.

- Each core program was classified as **Core/Non-Core** based on its public value and need to the community. Working with Department staff, PROS was able to establish whether a program was a Public/Merit/or Private Service based on the benefits to the user and/or community. These classifications and the governing philosophy of the Department help **determine the recommended cost recovery percentage** that would be appropriate for the respective programs. Based on community values, services provided for youth were analyzed separately than those provided for adults.

  The **Recommended Pricing** is derived by applying the percentage difference in the current and expected cost recovery goal for the program, service or facility to the current prices for the program. This provides a proportionate increase in prices across the board and ensures that the burden of cost recovery is fair and equitable across the community. It is recommended that pricing changes will occur over the next three years to achieve the cost recovery goals.

- The Consulting Team held community focus groups and forums around the City of Las Vegas during on April (20 and 21$^{st)}$ and May 11, 12, 27th and 28th) in 2009. Over 200 people attended these sessions. The residents want the quality of services to continue and are willing to pay more to keep it that way. They do not want to pay more for the same level of services they are receiving, but recognize that the City will have no choice but to eliminate some services and cut costs to support the overall budget deficit the City is facing. Residents especially are willing to pay more for higher quality of field maintenance costs for sports leagues. Residents recognize they receive very good services from the City and some groups feel highly entitled. PROS informed the groups that they were not there to promote new prices, but to gauge how informed the community was on the cost to provide services, willingness to reduce quality to keep prices the same, cut services and to operate the Department in the most efficient manner. Residents especially want to have first priority on programs offered before non-residents have access to the same programs.

The following table represents the current cost of service levels for each core program area assessed.

Core Program Area	Core Program Use	Total Allocated Cost	Total Units Administered	Percent of Cost Recovered	Average Cost Recovery Goal
After School	Camps (General)	$ 2,874,204	11,890	232.8%	100.0%
After School	Specialty	$ 1,072,037	2,922	23.9%	125.0%
After School	Teen Programs	$ 329,152	3,637	16.4%	25.0%
After School	Youth Development	$ 1,168,837	6,779	23.2%	50.0%
Aquatics	Competitive Swim	$ 484,706	509	3.4%	100.0%
Aquatics	Learn to Swim	$ 642,192	10,630	24.1%	60.0%
Aquatics	Life Guard/Safety Training	$ 688,983	3,473	27.5%	100.0%
Aquatics	Open Swim	$ 656,828	80,026	13.1%	25.0%
Arts	Classes/Fee Classes	$ 1,763,486	8,489	21.6%	100.0%
Arts	Events	$ 166,201	1,462	0.1%	50.0%
Arts	Performance	$ 1,598,874	20,505	2.8%	50.0%
Arts	Technology Support	$ 161,509	n/a ; Zero	0.0%	100.0%
Rentals	General	$ 218,889	2,785	37.0%	0.0%
Rentals	Gymnasiums	$ 74,568	n/a ; Zero	0.0%	100.0%
Rentals	Halls/Banquet	$ 115,925	n/a ; Zero	0.0%	125.0%
Rentals	Meeting Rooms	$ 322,431	55	0.0%	125.0%
Rentals	Open Space	$ 133,512	10	22.0%	100.0%
Rentals	Pools	$ 333,415	9,595	18.7%	100.0%
Rentals	Stage	$ 4,512	1	3.3%	120.0%
Seniors	Classes/Fee Classes	$ 1,585,889	17,793	15.4%	100.0%
Seniors	Community Garden	$ 19,692	172	0.0%	0.0%
Seniors	Day Use	$ 106,365	7,378	0.0%	15.0%
Seniors	Food/Nutrition (Daily)	$ 344,572	22,549	2.7%	50.0%
Seniors	Senior Legal Services	$ 40,824	850	0.0%	100.0%
Seniors	Social Group	$ 247,736	800	0.0%	0.0%
Seniors	Social Services	$ 120,487	3,312	0.0%	15.0%
Seniors	Special Events	$ 849,725	6,839	0.6%	50.0%
Seniors	Trips	$ 206,052	893	0.7%	100.0%
Special events	Competitions	$ 15,691	27	2.6%	100.0%
Special events	Entertainment/Food	$ 899,750	9,345	8.9%	50.0%
Special events	Halls/Banquet	$ 21,443	179	2.5%	125.0%
Special events	Holiday	$ 395,073	13,715	1.9%	50.0%
Sports	Adult Classes	$ 88,880	348	29.8%	100.0%
Sports	Adult League; Competitive	$ 979,781	299	2.3%	125.0%
Sports	Adult League; Recreation	$ 488,926	1,639	11.9%	100.0%
Sports	Clinics	$ 227,098	n/a ; Zero	0.0%	100.0%
Sports	Competitive/Performing Teams	$ 240,056	831	12.7%	100.0%
Sports	Tennis	$ 1,189,416	5,801	10.2%	100.0%
Sports	Youth Classes	$ 1,854,481	12,590	28.0%	50.0%
Sports	Youth League; Competitive	$ 185,137	113	1.3%	100.0%
Sports	Youth League; Recreation	$ 651,444	3,337	26.8%	50.0%
Therapeutic	Adult Drop-in	$ 20,428	n/a ; Zero	0.0%	20.0%
Therapeutic	Adult Respite (Day Use)	$ 285,625	1,558	8.2%	20.0%
Therapeutic	Adults	$ 275,010	2,500	0.0%	50.0%
Therapeutic	Camps	$ 123,964	n/a ; Zero	0.0%	50.0%
Therapeutic	Classes/Fee Classes	$ 10,891	n/a ; Zero	0.0%	100.0%
Therapeutic	Youth	$ 129,487	n/a ; Zero	0.0%	25.0%
Therapeutic	Youth Drop-in	$ 70,794	n/a ; Zero	0.0%	20.0%
Therapeutic	Youth Respite (Day Use)	$ 376,540	800	6.3%	20.0%
Wellness and Fitness	Classes/Fee Classes	$ 1,941,372	9,180	8.6%	100.0%
Wellness and Fitness	Clubs/Centers	$ 110,345	n/a ; Zero	0.0%	100.0%
Wellness and Fitness	Social Services	$ 114,375	4,302	15.0%	15.0%
Wellness and Fitness	Youth Drop-in	$ 31,398	n/a ; Zero	0.0%	20.0%

2.8 BENCHMARK ANALYSIS

The following tables represent the pricing for programs in the Las Vegas Valley for comparative purposes:

Programming	Las Vegas	Henderson	North Las Vegas	Clark County
***Private* - Learn to Swim**	$60-$100/six 45 min class	$80/four 30 min class	$25/30 minute session	n/a
***Semi Private* - Learn to Swim**	$40-$50	n/a	n/a	n/a
Learn to Swim - Parent and Me	$25/six 45 min class	$21-$28	$25	$23
Learn to Swim	$20-$25	$24-$32	$25	$23-$28
Open Swim (youth) - daily fee	$1	$1-$2 (1-2 punches)	$2	$.50-$1
Open Swim (adult) - daily fee	$2	$2-$3 (2-3 punches)	$3	$1.50-$3
Open Swim (senior) - daily fee	$1.50	$1-$2 (1-2 punches)	$2	$1
Open Swim (individual) - pass	(1 mon; 3 mon; 1 year) $20;$40;$150	(30; 60; 120; 180; 360) punches $20; $36; $66; $90; $145	$40-$60/month	$20-$30/3 months
Open Swim (senior) - pass	(1 mon; 3 mon; 1 year) $15;$30;$60	n/a	$40/month	$15-$25/3 months
Open Swim (family) - pass	(1 mon; 3 mon; 1 year) $30;$60,$230	n/a	$150/season	$35-$50/3months
Outdoor *water park*-daily fee	n/a	n/a	n/a	$2; $3; $1
Outdoor *water park* - 3 month				$100; $35; $60; $20
Swim center rental - per hour (two hour minimum)	$100/hr	$150-$450	$300	$120-$200
Fee based classes - daily	$2-4	n/a	n/a	n/a
Fee based classes - weekly	$6			
Fee based classes - monthly	$18	$15-$38	$12-$30	$18-$37
Fee based classes - 6-month	$92	n/a	n/a	n/a
Fee based classes - annual	$173			
Youth sports field rental - per hour	$20-$40			$10-$75
Adult softball - team	$475 + umpire fees ($25/game)	$450 + Umpire fees ($12/game)	$375 + Umpire fees	$240 + umpire fees
Adult soccer -team	$300 + ref fees ($20/game)	$275	$225 + Referee fees	$240 + referee fees

	Las Vegas	Henderson	North Las Vegas	Clark County
Adult football - team	*n/a*	$200 + Referee fees		$190 + off. fees
Adult volleyball - team	$120-$150 + off. fees	n/a		$180 + off. fees
Adult basketball - team	$225-$300 + officials fee	$300 + Referee fees	$225 + Referee fees	$260 + off. fees
Preschool - all day care (1 child; 2 children; 3 children)	$55/month	(1c; 2c; 3c) $90; $160; $210		
Preschool - half day care	n/a		$348 - $648	
Senior fee based classes	$1-$5		up to $5	$3-$14
Special events	daily fee-$20	free - $28		
Senior Special Event	daily fee -$15	free - $28		$2-$10
Ceramics	6 classes - $36-$75	4 classes - $21		
Art -youth	6 classes- $30	8 classes - $21-$23	8 classes - $10-$36	$12-$25
Arts & Crafts	$45	$45		$25-$45
Youth Dance- 8 classes	n/a	$25	$10-$15	$10-$18
Youth Theatre- 6 classes	$36-$54	n/a		$12-$18
Music - Private	$90	6-8 classes $40-$50	$38	$56 - $72
Guitar - Group	$30	8 classes- $42	$38	
Dance - Private- 6 classes	$90	n/a	n/a	n/a
Dance - Couples - 6 classes	$50			
Dance - Adult	$30-$36	8 classes - $25-$30		
Theatre -Adult	$30	8 classes- $70		$60
Performing arts production	free -$15	n/a		free-$10
Therapeutic & disability program	3 days $27 - 5 days $45	$9/day $40/week		$25
Lap swimming	daily fee	daily fee	daily fee	daily fee
Swim team rental - lap swimming	$100/hour	not offered	not offered	not offered
Tot & Parent Classes	$25-$45	$17-$50	$25	$23-$30
Swim team rental - swim meets	$100/hour	not offered	not offered	not offered
Senior Trip - Range & level of subsidy	$3-$8	$3-$30	$6-$18	$3-$15
Workshops	free -$45	free-$145	free-$55	

	Las Vegas	Henderson	North Las Vegas	Clark County
Safekey - morning (per child)	AM daily: $4-$6 AM weekly: $14-$25	Morning (1C; 2C; 3C) - 5 days $19; $34; $48	Morning (1C; 2C; 3C) - 5 days $20; $40; $60	$4
		Morning (1C; 2C; 3C) - 4 days $15; $28; $39	Morning (1C; 2C; 3C) - 4 days $16, $32; $48	
		Morning (1C; 2C; 3C) - 3 days $12; $22; $29	Morning (1C; 2C; 3C) - 3 days $12; $24; $36	
Safekey - afternoon (per child)	PM daily: $7-$8 PM weekly: $14-$35	Afternoon (1C; 2C; 3C) - 5 days $35;$58;$82	Afternoon (1C; 2C; 3C) - 5 days$35;$70;$105	$7
		Afternoon (1C; 2C; 3C) - 4 days $29;$48$67	Afternoon (1C; 2C; 3C) - 4 days $28; $56; $84	
		Afternoon (1C; 2C; 3C) - 3 days $22;$37;$52	Afternoon (1C; 2C; 3C) - 3 days $21; $42; $63	
Safekey - extended care	$1/minute	$10/10 minutes late	$4-$7/hour	$5/10 min late

2.9 RECOMMENDED DIFFERENTIAL PRICING STRATEGIES

It is recommended that the Department consider implementing differential pricing strategies that focus on maximizing the capacity of use of facilities and programs based on the following pricing alternatives:

- Price facilities and programs by primetime and non-primetime for pools, game fields, classes, courts, picnic areas and fitness rooms.
- Price by season and off-season for leagues, clinics, picnic areas, tennis and basketball courts, picnic pavilions and trips.
- Price by location (quality/ease of access, extent of assets/amenities) for sports fields, courts, picnic areas, seats at the theatre and class location.
- Price services by age segment as it applies to pre-teens and teen classes, young-adult classes, families and seniors.
- Price services by using differential pricing by level of class, by level of instruction, level of exclusivity, by time, size of group and loyalty and length of stay
- Price services by residents/non-City residents by incorporating a resident's discount in the fee
- Price services that include capital replacement cost in fees for equipment, buildings or park amenities where it is appropriate
- Contractor Pricing should be based on direct and indirect costs and the ability for the contractor to bring in a steady flow of users
- Partnership pricing should be dealt with based on a set amount of equity reflecting use, time, operating costs, as close to 50/50 as possible; both partners contribute to providing the service
- Incentive Pricing that focuses on discounts for early trip registration, season passes, group admission rates, rental uses, number of classes taken in a year and for loyalty. These can be set up as promotional opportunities to encourage people to use the service
- All pricing involved in facility cost recovery needs to be established against a targeted goal, by age segment, by primetime and non-primetimes, by volume and by group.
- All Sponsorship/Partnerships will be priced based on the image value received and number of individual touch points (singular instances where a user comes in contact with the image or impression of the sponsor), as it applies to market rates in the City currently.

It is further recommended that the Guiding Principles, as outlined in **Section 2.4**, be utilized for all future pricing changes or new pricing efforts that take place inside the Department.

CHAPTER THREE – COST OF SERVICE METHODOLOGY

Cost of service analysis determines the total cost of providing services to individual customers, groups of customers, or an entire customer base. Cost of service is the product of total costs required to administer a service divided by the total units – i.e. persons, teams, leagues, groups, etc. The total cost of service includes all direct and indirect costs. This analysis is best used as a tool to support decision making for determining the impact that programs and services have on operations and/or capital costs, as well as the break point for registrants based on the desired cost recovery goal.

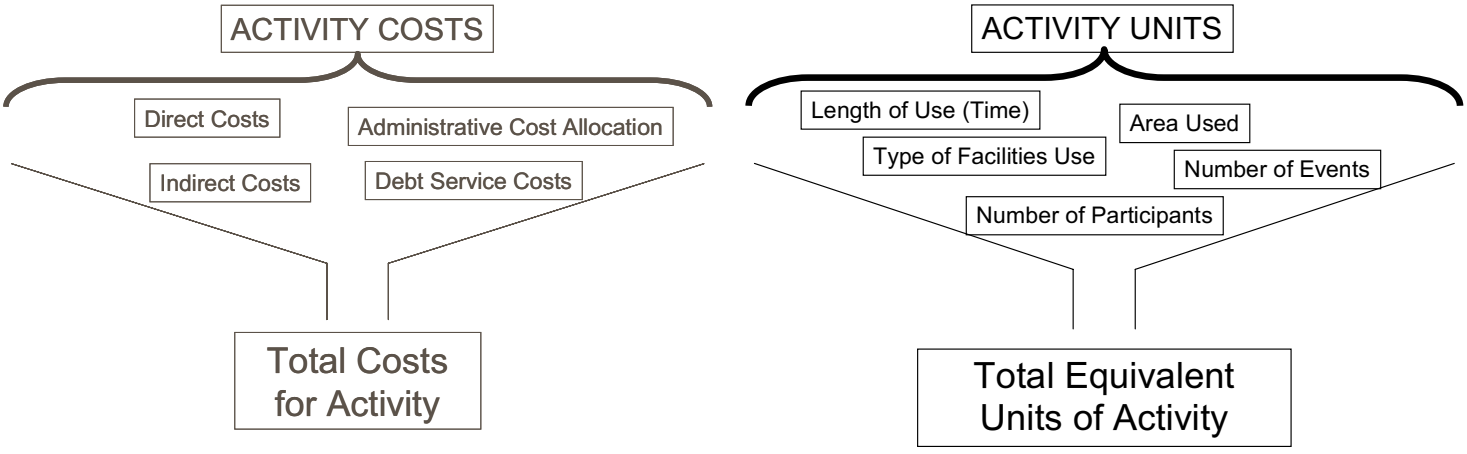
The **result of the cost of service analysis does not necessarily mean that the Department should recover the total costs of service through user fees.** Evaluating the total allocated costs of providing a specific service, program, or activity, and the projected revenues generated are useful in determining if the cost-benefit of administering the service meets the values of the community and the mission of the Department. Many factors must go into such a decision – the Department must analyze the target market and the social and economic impact of the service and the characteristics of the product or service.

A cost of service model was developed to incorporate and allocate direct and indirect costs to assist management and staff in program offering and pricing of services. Revenue impacts, subsidy levels, and operational effectiveness were calculated by incorporating budgeted expenditures and actual participation for all programs offered by the Leisure Services Department. This process allows for efficient analysis and informed decisions by the Department for future planning and budgeting of services.

3.1 METHODOLOGY

The cost-of-service approach is a method of service pricing based on the resources required to provide the service and based on the levels of service and units of service provided.

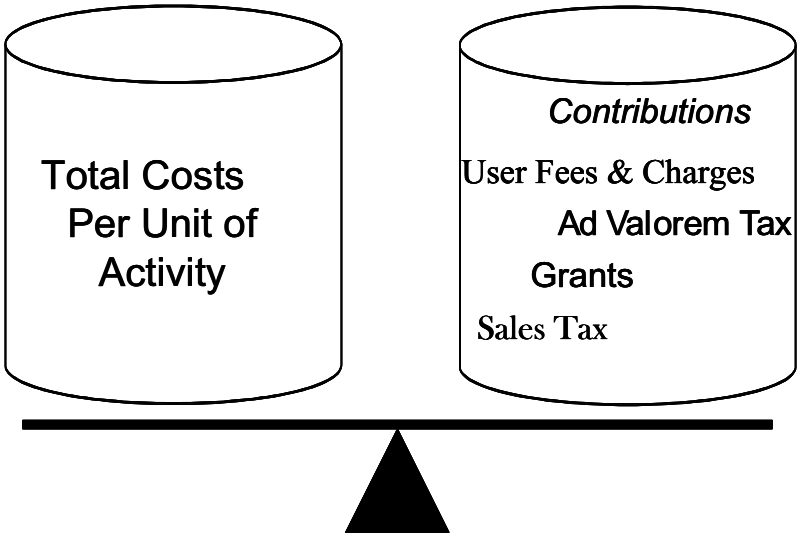
The resources required include the operations and maintenance costs, both direct and indirect, and the capital investment in equipment, hardware, and software. The level of service is a measure of the intensity of the resources applied to a unit of service while the units of service are the number of individual participants or activities offered.



Total costs divided by total units of service equals the cost to deliver that particular service. A cost of service study should not be viewed as an accounting process, but as a strategic planning tool that provides the Department with operational efficiencies, information, and feedback, which then assist in setting goals and tracking progress towards the attainment of financial sustainability in an environment of intensifying competition. However, to do so, cost of service has to become an integral component of the organization's operational strategies. Cost of service determines whether services, programs, or activities are generating revenues or operating at a loss.

When evaluating the services provided, an organization must analyze their target market and the social and economic impact of the service, the characteristics of the product or service, and environmental influences. Not all programs, services, and activities should be expected to recover all operating costs; the goal of a program as a whole should be to meet the desired cost recovery set by policy – this means that not each individual activity or service offered within a program must meet the desired cost recovery, but that the program as a whole should meet the desired cost recovery once all activities and services have been summed.

Certain programs and services may be deemed a social good rather than a recreational experience. These programs are generally subsidized more heavily, and many times completely, by the general fund. Ultimately, the Department will have to create a balance between user fees, grants, and taxes in order to deliver services to the community. By utilizing and managing to a cost of service model, management and staff will have the ability to offer a strong mix of revenue generating and non-revenue generating programs, proactively seek out appropriate grant monies for social programs, and manage to a predetermined outcome.



An indirect cost allocation and cost of service model was developed to incorporate and allocate direct and indirect costs in order to make management decisions on pricing of services and the ultimate impact desired on subsidy levels and operational effectiveness.

3.2 TOTAL COSTS

The total cost of providing a service, also known as the fully allocated cost, is the sum of its direct costs plus a proportional share of organizational overhead, or indirect costs. In a multi-program organization, all costs can be divided into two different types: direct and indirect. When the direct and overhead costs of a service are identified, the resulting dollar amount constitutes the fully allocated cost, or total cost, of providing a service. Direct costs are those that are clearly and easily identified specifically with particular cost objectives such as a service performed, contract, project, function or activity. Direct costs generally include:

- Salaries and benefits (including vacations, holidays, sick leave, and other excused absences of employees – i.e., direct labor costs)
- Other employee fringe benefits allocable on direct labor employees
- Contract services associated with a program to deliver the service i.e. officials, instructors
- Travel of (direct labor) employees
- Materials, supplies and equipment purchased directly for use in a specific program or grant contract
- Communication costs such as long distance telephone calls identifiable with a program
- Direct costs are those cost items that only benefit one specific service, program, or activity.

3.3 DIRECT COSTS FREQUENTLY OVERLOOKED

Activity based costing can be an arduous process when first implemented. Often, certain costs are overlooked during the allocation phase of determining the cost of providing a service, program, or activity. Frequently overlooked cost items include:

- Bond preparation and administration, interest, and other capital costs – these costs are associated with capital items purchased for the exclusive use of a service through a bond issue or other financing arrangement
- Full benefit and employee tax costs including retirement and pension costs – employee payroll/unemployment/other tax as well as retirement/pension costs of employees who work exclusively on a service should be included as a direct cost
- Facility and equipment costs – facility and equipment are the most common costs overlooked; this is mainly due to the principles of the social management model which typically view all costs other than direct labor cost as a sunk cost and irrecoverable
    - Technology, specialized supplies and materials, and fleet services used exclusively for a service should be included in the direct cost of service;

these costs are often misappropriated to the "parent" organization responsible for procurement

- Utility, maintenance, and depreciation costs for facilities and capital equipment used exclusively for a service should be included as a direct cost of service; actively accounting for these costs allow for equitable budget allowance for all programs and provides for the ability to set aside renewal and replacement funds for assets that reach the end of the useful life

3.4 INDIRECT COSTS

Indirect costs, including typical overhead costs and other costs not directly attributable to a specific service, are costs that benefit the service and at least one other City service, program, or activity. Indirect costs are those which are not easily identifiable with a specific service performed, contract, project, function or activity, but are necessary for the general operation and delivery of the services provided. These costs are shared among departments, organizations, and programs.

All revenue centers have a cost center; not all cost centers have a revenue center. This is the purpose of allocating indirect costs – costs that cannot be directly attributed to a final product or end user must still be accounted for to balance the budget. In theory, costs such as upper management, accounting, personnel, and utilities might be charged directly if work order management systems could record exact minutes of all personnel and staff in a sufficient manner. However, few entities have the ability to track such costs at the moment they are incurred. Therefore, allocation of costs or more elaborate indirect cost plans are used to distribute these costs to benefiting services, and ultimately, revenue centers. Indirect costs are generally allocated among services, programs and activities based on personnel costs, total direct costs, and/or a "step-down" method derived from indirect cost plans.

The expenses of various administrative and support services provided to a service are indirect costs. In order to truly be classified as an indirect cost, the various administrative and support services provided must be distributed between the service and at least one other service, program, or activity. Indirect costs generally include:

- Salaries and wages,
- Fringe benefits,
- Supplies and materials, printing, and communications
- Rent, utilities, and other costs

A review of all costs incurred should be made to ensure that indirect costs include applicable capital costs, all benefit costs, and facility/asset use-allowance costs on shared facilities and equipment.

For the purpose of this study, indirect costs were allocated based on personnel costs incurred by each program. The personnel-cost method assumes that indirect costs are proportional to the number of employees (or full-time equivalent employees, i.e. FTEs) required to administer a program.

3.5 CONTRACTUAL SERVICES

Contract services are frequently utilized to augment the delivery of services usually performed by staff. The premise of contractual services is to enhance the core service offering with specialized skills, additional personnel, or at a significant cost savings over historical delivery of goods and services. However, accounting for the administration of the contract is a direct cost that is often overlooked. The total cost of contract based service delivery is the sum of contractor costs plus the cost associated with the contract administration.

3.6 AVOIDABLE COSTS

The use of avoidable costs is recommended when assessing the likely cost savings achievable through contracting out, or terminating a service, program, or activity Example:(eliminating senior trips that recover less than 1% of their costs). The use of avoidable, or incremental, costs is also the generally accepted managerial accounting approach to conducting the financial component of a business make-or-buy decision. In making the decision on whether a program should make, it should be noted that avoidable costs can never exceed fully allocated costs for that particular program – the sum of cost avoidance can never be more than the service currently costs to provide.

3.7 USING FULLY ALLOCATED COSTS

The total cost, or fully allocated cost, of providing a service, program, or activity is the sum of its direct and indirect costs. Analyzing each program based on the total cost allows for the Department to account for the complete budget.

A cost of service study should not be viewed as an accounting process but as a strategic tool that provides the Department with information and feedback, which then helps to set goals and track progress towards the attainment of financial sustainability in an environment of tightening budgets and increased scrutiny of governmental spending. Accounting for the fully allocated costs for each service provided allows the Department to better understand the relationship between the cost center (budget), revenue center (service/program/activity), and the sustainability of the Department.

The cost of service calculation – the product of the total cost divided by the units administered (unit costs can include participants, hours, time, square foot, acres, etc) – should not be the sole factor when determining the price point, nor should it be utilized to establish cost recovery goals. In some instances the social benefit of a service will outweigh the financial sustainability, this will result in the need to subsidize the program with funds other than those created via user fees. However, to operate with managerial and financial knowledge capable of informed decision making in today's ever changing environment, cost of service has to become an integral component of the organization's operational strategies. Cost of service determines whether services, programs, or activities are generating revenues or operating at a loss. Many factors must go into such a decision – when evaluating the services provided, an organization must analyze their target market and the social and

economic impact of the service, the characteristics of the product or service, and environmental influences.

3.8 MODELING THE COST TO DELIVER A SERVICE

Cost of service for the Las Vegas Leisure Services Department were calculated based on the fiscal year 2008 actual reported financial and user information data. At the time of project conception, FY 2008 performance data was the latest information available that portrayed one complete year of information.

Leisure Services Department FY 2008 Actuals	Revenue	Expenditure	Over/(Under)	% Recovery
ACE Division	$530,739.67	$3,854,936.85	($3,324,197.18)	13.77%
Adaptive/Sports Division	$2,288,018.86	$5,714,309.73	($3,426,290.87)	40.04%
Admin Division	$277,326.82	$2,649,548.26	($2,372,221.44)	10.47%
Aquatics	$415,361.85	$1,364,642.61	($949,280.76)	30.44%
Community Schools	$1,594,505.57	$3,301,277.72	($1,706,772.15)	48.30%
Safekey	$4,481,389.58	$4,452,553.29	$28,836.29	100.65%
Recreation Division	$1,613,543.22	$5,845,331.68	($4,231,788.46)	27.60%
Senior Law Project	$991,140.64	$1,064,625.39	($73,484.75)	93.10%
Seniors	$95,384.87	$3,010,720.20	($2,915,335.33)	3.17%
Special Events	$8,289.67	$306,109.37	($297,819.70)	2.71%
Other Programs	$370,110.83	$660,003.57	($289,892.74)	56.08%
Total Leisure Services Department	**$12,665,811.58**	**$32,224,058.67**	**($19,558,247.09)**	**39.31%**

To determine the cost of service for each of the individual services/programs/activities offered by the Department, the following steps were taken:

- Determine the Organizations where the cost centers are located and list all services administered
    - Organizations analyzed include:
        - Administration – revenue center predominantly consisted of pavilion rentals; majority of Organization budget was allocated to all other Organizations as an indirect cost, Example: Floyd Lamb Park
        - Adaptive/Sports
        - Arts and Community Events
        - Community School
        - SAFEKEY
        - Recreation
        - Seniors
        - Senior Law Project
- Establish programs and/or activities to be analyzed – initial service/program/activity list was derived from the CLASS reservation system of more than 24,000 line items;

due to the discrepancies in the input of data into the CLASS system, Organization Supervisors amended the data to accurately depict usage information; revised service/program/activity offering by the Department for the fiscal year 2008 were analyzed resulted in a total of 936 unique individual programs

- Once service offering was defined, each line item was assigned to a core program and core program use category; core programs were utilized in an effort to realign the Department based on function instead of Organization; this was done because many like programs spanned multiple Organizations resulting in an inefficient delivery of services; these core program categories and sub-program usages are:
  - Aquatics
    - Learn to swim
    - Fitness swim
    - Competitive swim i.e. Diving, Synchronized Swimming, Water Polo
    - Life guard/safety training
    - Open Swim
  - After School
    - Camps
    - Holiday Camp
    - Specialty
    - SafeKey
    - Youth Development
    - Teen programs
  - Seniors
    - Day use
    - Trips
    - Classes/fee classes
    - Food/nutrition/daily
    - Senior legal services
    - Special events
    - Social services
  - Wellness and Fitness
    - Classes/fee classes
    - Swim and Sports Centers
    - Social Services
  - Special events
    - Holiday
    - Entertainment/food
    - Competitions
    - Festivals and Celebrations

- Dances
- Concerts

- Arts
  - Adult & Youth Classes
  - Events
  - Performances
  - Technical production support
- Sports
  - Youth league; recreation
  - Youth league; competitive
  - Adult league; recreation
  - Adult league; competitive
  - Clinics
  - Tennis Center Programs
  - Tournaments
  - Scheduling
  - Classes/fee classes; Youth & Adult
  - Recreational gymnastics
  - Competitive/performing teams (gymnastics, dance, etc)
- Therapeutic
  - Classes
  - Adult respite (day use)
  - Youth respite (day use)
  - Adult drop in
  - Youth drop in
  - Trips
  - Youth
  - Adults
  - Camps
- Rentals
  - Open space
  - Meeting rooms
  - Halls
  - Park fee
  - Gymnasiums
  - Picnic Shelters
  - Pools
  - Stage
  - Theater
  - Concessions

- Classify program/activity – based on criteria established through an inclusive process, Organization Supervisors classified each service/program/activity administered as core/non-core status and public/private/merit (e.g. the level of benefit received by the registrant)
- Allocate costs to functional cost components – each Organization Supervisor, in conjunction with staff responsible for the front line delivery, was responsible for allocating out the respective Organization Actual Budget for FY 2008 to each service/program/activity offered by the Organization
- Indirect cost allocation – if 100% of Organization costs were not allocated to services/programs/activities, remaining Organization costs were distributed back into the Organization from which the costs originated; overhead costs (i.e. Administration costs not associated with rentals, utilities, etc.) were distributed to all revenue center Organizations and ultimately services/programs/activities based on percent of personnel costs associated with administering each service
- Determine unit classification – units, i.e. individual participants, teams, leagues, rental parties, etc., were defined for each service/program/activity offered
- Determine units of service – total number of units (registrants) were identified; when multiple price points existed (i.e. pricing for youth, adult, senior) total registrants at each price point were listed
- Determine the price charged per service – price charged during fiscal year 2008; when multiple price points exist each price was recorded
- Calculate unit costs of service – calculated by dividing the total allocated cost by the total units administered
- Calculate percent of cost recovered – calculated by dividing the total revenues generated (total units administered multiplied by the price charged) divided by the total allocated cost

The complete line item budget utilized for each Organization within the Department, and ultimately each individual activity, is provided as a supplement to the report in an electronic model. Detailed cost of service analysis by individual program – including revenues, direct and indirect expenses, participation and fee assessed, and percentage of cost recovery – is presented in the electronic model. Cost of service summaries by program are presented in the **Appendix**.

CHAPTER FOUR – COST ANALYSIS

The cost of service model developed for this project is designed to be used by the Department for analyzing the cost of service for each service, program, and/or activity administered and assessing the cost recovery for programs in conjunction with the cost recovery goals as defined by the values and mission of the Department.

The cost of service model analyzes the Leisure Services Department budget and revenue information for the documentation of program costs and recovery. The model documents personnel costs, operation and maintenance expenses as reported in the FY 2008 Actuals as reported in the City financial system. The model provides the functionality to allocate direct costs to revenue centers and ultimately individual services, programs, or activities. The cost of service process results from an outcome based shift in management. This shift accompanies a philosophical change in the way management and staff are accountable for analyzing and delivering services and collecting data. Due to the change management process and the resulting need for detailed accurate information, all data required for the analysis had to be modified, revised, or amended. This is a natural progression for agencies when switching to information systems that utilize cost of service analysis. However, due to the data modifications, it can be expected that the records and statistics generated from this initial cost of service analysis are approximate based on the data provided to PROS by the Department. It can be expected that initial analysis is 90-to 93% accurate of actual operations. Continued operations and modified data collection practices will ensure the precise calculation of service delivery by year-3 of this process.

4.1 ORGANIZATIONAL COST RECOVERY

Actual financial performance for Fiscal Year 2008 was utilized as the base data for the cost of service analysis. Based on these original, non-amended figures, the average direct cost recovery for all Organizations that actively administer a service, program, or activity is 39.7%. This direct cost recovery is strictly based on Organization costs and revenues as reported in the FY 2008 Actuals and does not include Departmental indirect costs nor is the general overhead costs which are included in the Administration line item reallocated amongst the other Organizations.

Fiscal Year 2008 Actuals, by Organization	Revenues (Actuals)	Expenditures (Actuals)	Cost Recovery
Administration	$ 276,820.42	$ 2,677,839.63	10.3%
Adaptive/Sports	$ 2,276,143.23	$ 5,690,518.88	40.0%
Arts and Community Events	$ 486,329.32	$ 4,135,564.82	11.8%
Community Schools and SAFEKEY	$ 6,691,370.88	$ 5,643,781.97	118.6%
Recreation	$ 1,811,344.28	$ 9,513,779.27	19.0%
Senior Law Project	$ 991,142.64	$ 1,097,419.87	90.3%
Seniors	$ 96,931.67	$ 3,052,941.76	3.2%
Total; by Organization/Service Provider	$ 12,630,082.44	$ 31,811,846.20	39.7%

To accurately portray the cost of administering the services to the registrants, this base expenditure data was modified through a detailed allocation process that entailed the distribution of costs from the Organization level to the individual service/program/activity level. This step was required because of the shift in management model – from a broad delivery of services based on historical precedence to a precise understanding and delivery of recreational and leisure services to the community – requires more exact information that was currently tracked and/or utilized by the Department. This allocation process was presided over by the Organization Supervisors; Supervisors then recruited staff to provide front line knowledge of service delivery.

Meticulous data management requirements for the cost of service process including cost allocation, core program classifications, level of benefit identification, and more will result in first-year accuracy level of 90- to 93%. Due to this, totals illustrated amongst the charts throughout this report may be inconsistent depending on which cross-section of information (i.e. Organization, core program area, level of benefit, etc.) is being analyzed.

4.2 COST ALLOCATION BY ORGANIZATION

The cost allocation process performed by the Department was a three step process that entailed the following:

- First step allocation – Organization costs were allocated among all services/programs/activities that are administered within each specific Organization; line item costs are captured in three categories (salaries, services, supplies)
- Second step allocation – remaining Organization costs not allocated to a specific program were distributed within the respective Organizations based on the salary costs allocated in step-one
- Third step allocation – all Departmental indirect costs (utilities, etc.) and Administration Organization costs not allocated to the services/programs/activities administered by the Administration Organization (rentals, etc.) were distributed amongst all Organizations and the respective services/programs/activities within each based on salary costs allocated

Organization	Category	FY 2008 Actuals	Costs Allocated; First Step	Costs Allocated; Second Step	Costs Allocated; Third Step	Total Allocated Cost by Organization
Administration	Partial Services	$ 2,677,840	$ 166,538	$ -	$ 40,317	$ 206,855
Recreation	Services Provided	$ 9,514,213	$ 4,413,956	$ 5,100,257	$ 949,113	$ 10,463,326
Arts and Community Events	Services Provided	$ 4,135,565	$ 3,317,736	$ 817,829	$ 685,307	$ 4,820,872
Adaptive/Sports	Services Provided	$ 5,690,519	$ 3,717,825	$ 1,972,694	$ 608,202	$ 6,298,721
Seniors	Services Provided	$ 3,052,942	$ 1,898,639	$ 1,154,303	$ 411,680	$ 3,464,622
Senior Law Project	Services Provided	$ 1,097,420	$ 1,039,921	$ 57,499	$ 227,932	$ 1,325,352
Community Schools and SAFEKEY	Services Provided	$ 5,643,782	$ 1,790,671	$ 3,853,111	$ 529	$ 5,644,311
Grant and Donation	Indirect Cost	$ 56,414	$ -	$ -	$ -	$ -
John and Lillian Black Donation	Indirect Cost	$ 21,868	$ -	$ -	$ -	$ -
Special Events Unit	Indirect Cost	$ 156,395	$ -	$ -	$ -	$ -
Utilities	Indirect Cost	$ 177,103	$ -	$ -	$ -	$ -
Totals		$ 32,224,059	$ 16,345,285	$ 12,955,693	$ 2,923,081	$ 32,224,059

4.3 COST OF SERVICE ANALYSIS BY ORGANIZATION

Current delivery of service, program, and activity is administered based on Organizations. Although the cost of service process included the classification of offering by the functional level – core program area – analysis was conducted at the Organization level as well.

Extensive data manipulation required to depict operations at the service/program/activity level, whereas the majority of prior analysis had been at the Organization roll-up, it can be expected that the findings will be in the 90- to 93% range of accuracy for this first-year of activity based costing. Likewise, when shifting from Organization analysis to Core Program Area analysis, there will be discrepancies in the final output.

Base data resulting from the cost allocation at the Organization level reveals that the Community Schools and SAFEKEY Organization is operating at the highest level of cost recovery.

Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization
Administration	$ 206,855	547	16.2%
Adaptive/Sports	$ 6,298,721	18,956	4.9%
Arts and Community Events	$ 4,820,872	42,040	11.8%
Community Schools and SAFEKEY	$ 5,644,311	43,557	56.1%
Recreation	$ 10,463,326	143,534	18.1%
Seniors	$ 3,464,622	62,603	7.6%
Senior Law Project	$ 1,325,352	2,799	0.0%
Totals by Organization	$ 32,224,059	314,036	

Analyzing Organization service delivery by classification (core / non-core) and level of benefit (public / private / merit) would imply that the overall cost recovery for the Community Schools and SAFEKEY is boosted by the performance of the Non-Core/Merit programs which recover 103% of the total allocated costs. As could be expected, as the service/program/activity scale slides to a more exclusive level of benefit, the percent of costs recovered increases.

The basis for this sliding scale of increased recovery is founded in the philosophy that as the level of benefit shifts from a general public good or from a offering targeting the public in general to a more specific or exclusive user group – meaning that the level of service received is greater than the base level provided for the general tax payer – those users that are benefiting from the more exclusive offering should pay a greater portion of the costs incurred.

The greatest amount of allocated costs when analyzing at the Organization level are found in the Core/Merit category; $14.4 million and 104,712 total units. The highest average percent of cost recovery – 26.9% – is associated with the Non-Core/Merit category.

Core Program Area Analysis; by Core Classification and Level of Benefit	Core / Public			Core / Merit			Core / Private		
	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization
Administration	$ -	-	n/a	$ -	-	n/a	$ -	-	n/a
Adaptive/Sports	$ 318,269	2,500	0.0%	$ 1,587,523	2,502	1.1%	$ 2,849,102	8,180	9.4%
Arts and Community Events	$ 182,249	1,991	2.8%	$ 1,979,267	21,786	10.2%	$ 1,015,586	7,981	6.0%
Community Schools and SAFEKEY	$ 118,130	5,765	n/a	$ 3,863,102	26,777	n/a	$ 103,743	296	9.8%
Recreation	$ 878,816	81,330	6.1%	$ 5,271,182	32,586	16.8%	$ 1,115,953	11,839	13.3%
Seniors	$ 3,493	8	0.0%	$ 1,701,455	21,061	0.7%	$ 599,884	27,803	7.1%
Senior Law Project	$ -	-	n/a	$ -	-	n/a	$ 1,240,973	-	0.0%

Core Program Area Analysis; by Core Classification and Level of Benefit	Non-Core / Public			Non-Core / Merit			Non-Core / Private		
	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization
Administration	$ -	-	n/a	$ -	-	n/a	$ -	-	n/a
Adaptive/Sports	$ -	-	n/a	$ 332,442	-	0.0%	$ 1,211,385	5,774	3.1%
Arts and Community Events	$ 177,108	1,232	0.0%	$ 125,587	5,322	0.7%	$ 181,062	866	11.0%
Community Schools and SAFEKEY	$ 153,801	314	n/a	$ 1,171,249	8,739	103.0%	$ 188,734	882	28.9%
Recreation	$ 114,852	2,970	8.0%	$ 2,272,872	12,545	31.5%	$ 809,651	2,264	10.6%
Seniors	$ 9,038	88	0.0%	$ 560,453	6,409	26.0%	$ 414,777	6,789	7.7%
Senior Law Project	$ -	-	n/a	$ 84,379	-	0.0%	$ -	-	n/a

4.4 COST OF SERVICE ANALYSIS BY CORE PROGRAM

Delivery of service is currently done in a "silo"; this means that services/programs/activities are strictly administered by individual Organizations. In an effort to deliver services/programs/activities more efficiently, cost were analyzed on a functional basis based on core program area – or type of service/program/activity offered – as defined by the Department. This process aligns delivery based on like or similar offerings instead of Organizations.

Cost allocation at the Core Program Area mimics that of the Organizational level in that the After School Core Program Area leads all others with a cost recovery of greater than 100%. A portion of this high cost recovery for the After School program can be attributed to some of the expenses required to operate are funded by a CDBG grant and therefore do not surface in the Leisure Services Department's budget details. If these costs were to be allocated, it is expected that the cost recovery percentage would decrease.

As expected, the shift to the functional cost allocation and analysis results in a slight discrepancy when compared to the Organization analysis of total funds and units administered.

Core Program Area	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization
After School	$ 5,444,230	25,228	122.7%
Aquatics	$ 2,472,709	94,638	14.3%
Arts	$ 3,690,070	30,456	12.4%
Rentals	$ 1,203,252	12,446	28.2%
Seniors	$ 4,875,736	65,402	7.2%
Special events	$ 1,339,605	23,268	6.5%
Sports	$ 5,932,120	25,372	19.2%
Therapeutic	$ 1,292,741	4,858	0.9%
Wellness and Fitness	$ 2,197,490	13,482	8.9%
Totals by Core Program Area	$ 28,447,954	295,150	

As with the Organization detail, the greatest activity is found in the Core Program Area category of Core/Merit. The greatest cost recovery is found in the Non-Core/Merit category and is attributed to the After School program.

Theory states that as the level of benefit received becomes more exclusive, the cost, and therefore the expected cost recovery, should increase. However, in both the Organization and Core Program Area analysis, the Merit level of benefit is greatest. This is a common trend amongst entities when they begin utilizing activity based costing. The basis of this entire process is to better understand the effort and resulting cost to associated with services, programs, and activities so that a conscious effort can be made in the delivery that results in equity amongst all users.

Core Program Area Analysis; by Core Classification and Level of Benefit	Core / Public			Core / Merit			Core / Private		
	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization
After School	$ -	-	n/a	$ 3,487,528	14,047	83.8%	$ -	-	n/a
Aquatics	$ 656,828	80,026	13.1%	$ 1,083,801	12,807	21.0%	$ 467,907	1,247	9.6%
Arts	$ 118,858	1,289	3.6%	$ 1,885,978	13,441	13.7%	$ 819,336	7,157	6.8%
Rentals	$ -	-	n/a	$ -	-	n/a	$ 468,927	9,596	13.5%
Seniors	$ 3,493	8	0.0%	$ 1,737,982	21,061	0.7%	$ 1,890,091	27,803	6.4%
Special events	$ 297,078	7,015	0.8%	$ 352,428	9,712	2.0%	$ 167,030	970	6.5%
Sports	$ 269,017	-	0.0%	$ 2,138,205	12,383	21.3%	$ 2,259,010	8,669	18.9%
Therapeutic	$ 5,446	2,500	0.0%	$ 883,068	2,358	1.4%	$ 398,782	-	0.0%
Wellness and Fitness	$ -	-	n/a	$ 599,555	5,395	7.4%	$ 167,934	581	3.0%

Core Program Area Analysis; by Core Classification and Level of Benefit	Non-Core / Public			Non-Core / Merit			Non-Core / Private		
	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization	Total Allocated Cost	Units Administered	% of Cost Recovered; Organization
After School	$ -	-	n/a	$ 1,956,134	11,181	189.4%	$ 568	-	0.0%
Aquatics	$ -	-	n/a	$ -	-	n/a	$ 264,174	558	14.6%
Arts	$ 177,108	1,232	0.0%	$ 303,352	6,311	22.5%	$ 163,771	881	16.3%
Rentals	$ -	-	n/a	$ 3,940	140	0.0%	$ 74,568	-	0.0%
Seniors	$ 9,038	88	0.0%	$ 644,832	6,409	24.4%	$ 414,777	6,789	7.7%
Special events	$ 136,280	3,205	7.5%	$ 101,338	2,314	0.0%	$ 2,921	45	0.0%
Sports	$ -	-	n/a	$ 481,089	2,156	27.4%	$ 784,798	2,164	9.8%
Therapeutic	$ -	-	n/a	$ 5,446	-	0.0%	$ -	-	n/a
Wellness and Fitness	$ -	-	n/a	$ 502,128	1,701	18.2%	$ 927,873	5,805	5.7%

4.5 COST OF SERVICE CONCLUSION

The intent of the cost of service analysis task of the Pricing and Revenue Plan is not meant to be a benchmark for widespread price increases. The intent of the cost of service analysis is to assist management and staff of the Leisure Services Department in a change management. As stewards of the Las Vegas tax payer, it is imperative that the Leisure Services Department truly understand the cost of providing services and the resulting impact or opportunity cost – this means that by understanding true cost of service delivery the Department can then proactively plan for a more efficient service delivery based on the overall market demand of the Department's registrants.

PROS recommends two main strategies for this change management:

- First, it is imperative that the Department utilize the CLASS reservation software in a more accurate manner to capture all registrant details for each service, program, or activity offered
- Secondly, the budgeting process must begin with a more accurate portrayal of the costs at the functional level; this entails a more detailed understanding of the budget process and time sheet capture at the management/staff level that is administering the service, program, and activity

CHAPTER FIVE - OPERATIONAL RECOMMENDATIONS

The following are the key recommendations for the Department's Pricing Policy:

- Establish a Business Development Unit within the Department of Leisure Services that focuses on managing the following:
    - Cost of services tracking and data management
    - Policy management
    - Revenue development
    - Marketing of services and facilities
    - Point of sale data management of Class Reservations
    - IT management
    - Training of staff in pricing of services, communicating costs and cost of service assessment
    - Performance measure development and tracking
- Establish updated policies and standards for developing and managing sponsorships, partnerships (public, not-for-profit, private). Develop recreation facility and program standards and create performance measures based on agreed to outcomes. Develop business plans for all core programs and signature attractions such as the Tennis Center, Recreation Centers, Sports Complexes, and Aquatic facilities. Business Plans ensure a planned and focused approach toward a program or facility area. Any Business Plan should include an articulated vision, goals and objectives, information about the market and competitors, strength, weakness and opportunities analysis, a pro-forma to highlight the financial viability of the facility/program and an action plan that includes strategies and tactics to successfully implement the plan.
- Top ten next steps and priorities the system must address:
    - Continue cost of service assessment
    - Develop individual business plans for core programs, facilities, and services
    - Use differential pricing options to build on excess capacity of facilities to increase revenues to support operational costs
    - Develop performance measure to hold staff accountable to desired outcomes
    - Design programs and facilities to the needs of the neighborhood and community based on design standards and principles to support the Departments operational budget versus its capital budget
    - Communicate the cost of service to users and level of cost recovery they are contributing to. This helps the City to educate the users on the level of

subsidy the City actually provides them as compared to the actual cost of providing the program

- Teach and train staff on managing a social product in a business mindset
- Develop an operational and financial strategy plan to manage the system forward in the future
- Ensure the financial management of the Leisure Services system to ensure on-going accuracy in allocating budget items within their respective cost centers
- Follow what the users in the focus groups indicated to meet the operational budgets of the City

- Track the results of Best Practice Agencies in revenue production

5.1 COST RECOVERY RECOMMENDATIONS

The following cost recovery goals were established by core program activities and are made a part of the Pricing Policy. It must be kept in mind that individual programs within the core areas may have varying cost recovery goals because of the public value associated with the program, but their aggregates should aim to meet the system-wide goals mentioned below. Also, individual programs within each core or non-core program are classified as public, private or merit based and may have differing cost recovery rates than that of the entire core program area. Recommended cost recovery rates are as follows based on the criteria and analysis completed by PROS Consulting and staff to achieve a sustainable Department of Leisure Services.

Cost Recovery Goals by Core Program and Activity (in alphabetical order)	Current Cost Recovery Ranges	Proposed Cost Recovery Ranges (To be Phased In)
After School	**16% to 100%+**	**25% to 100%+**
a. Camps – 100% Cost Recovery Goal		
b. Holiday Camp – 100% Cost Recovery Goal		
c. SafeKey – 100% Cost Recovery Goal		
d. Specialty – 125% Cost Recovery Goal		
e. Teen programs – 25% Cost Recovery Goal		
f. Youth Development – 50% Cost Recovery Goal		
Aquatics	**3% to 28%**	**25% to 100%**
a. Competitive Swim – 100% Cost Recovery Goal		
b. Fitness Swim – 100% Cost Recovery Goal		
c. Learn to Swim – 60% Cost Recovery Goal		
d. Life Guard/Safety training – 100% Cost Recovery Goal		
e. Open Swim – 25% Cost Recovery Goal		
f. Parent and Tot – 60% Cost Recovery Goal		
Arts	**0% to 22%**	**50% to 100%**
a. Adult Classes – 100% Cost Recovery Goal		
b. Youth Classes – 50% Cost Recovery Goal		
c. Events – 50% Cost Recovery Goal		
d. Performance – 50% Cost Recovery Goal		
e. Technology support – 100% Cost Recovery Goal		
Rentals	**0% to 100%+**	**50% to 100%+**
a. Concessions – 125% Cost Recovery Goal		
b. Gymnasiums – 100% Cost Recovery Goal		
c. Halls – 125% Cost Recovery Goal		
d. Meeting rooms – 125% Cost Recovery Goal		
e. Open Space – 100% Cost Recovery Goal		
f. Park fee – 100% Cost Recovery Goal		
g. Pools – 100% Cost Recovery Goal		
h. Shelters – 50% Cost Recovery Goal		
i. Stage – 120% Cost Recovery Goal		
j. Theater – 100% Cost Recovery Goal		
Seniors	**0% to 15%**	**15% to 100%**
a. Day use – 15% Cost Recovery Goal		
b. Fee classes – 50% Cost Recovery Goal		
c. Food/nutrition/daily – 50% Cost Recovery Goal		
d. Senior Legal Services – 100% Cost Recovery Goal		
e. Social Services – 15% Cost Recovery Goal		
f. Special Events – 50% Cost Recovery Goal		
g. Trips – 100% Cost Recovery Goal		

Cost Recovery Goals by Core Program and Activity, cont. (in alphabetical order)	Current Cost Recovery Ranges	Proposed Cost Recovery Ranges (To be Phased In)
Special events	**2% to 9%**	**50% to 100%**
a. Competitions – 100% Cost Recovery Goal		
b. Entertainment/food – 50% Cost Recovery Goal		
c. Holiday – 50% Cost Recovery Goal		
Sports	**0% to 30%**	**50% to 100%+**
a. Adult Classes – 100% Cost Recovery Goal		
b. Adult League; competitive – 125% Cost Recovery Goal		
c. Adult league; recreation – 100% Cost Recovery Goal		
d. Clinics – 100% Cost Recovery Goal		
e. Competitive/Performing Teams (Gymnastics, Dance, etc) – 100% Cost Recovery Goal		
f. Recreational gymnastics – 50% Cost Recovery Goal		
g. Scheduling – 150% Cost Recovery Goal		
h. Tennis – 100% Cost Recovery Goal		
i. Tournaments – 100% Cost Recovery Goal		
j. Youth Classes – 50% Cost Recovery Goal		
k. Youth league; competitive – 100% Cost Recovery Goal		
l. Youth league; recreation – 50% Cost Recovery Goal		
Therapeutic	**0% to 16%**	**20% to 100%**
a. Adult drop in – 20% Cost Recovery Goal		
b. Adult respite (day use) – 20% Cost Recovery Goal		
c. Adults – 50% Cost Recovery Goal		
d. Camps – 50% Cost Recovery Goal		
e. Classes – 25% Cost Recovery Goal		
f. Trips – 100% Cost Recovery Goal		
g. Youth – 25% Cost Recovery Goal		
h. Youth drop in – 20% Cost Recovery Goal		
i. Youth respite (day use) – 20% Cost Recovery Goal		
Wellness and Fitness	**0% to 15%**	**15% to 100%**
a. Clubs/centers – 100% Cost Recovery Goal		
b. Fee classes – 100% Cost Recovery Goal		
c. Social Services – 15% Cost Recovery Goal		

5.2 EARNED INCOME RECOMMENDATIONS

Earned income supports the operating budget and helps to meet cost recovery goals that can not be achieved by pricing of services to support the Leisure Services operational budget. The Department does currently seek some earned income opportunities but it has not been pursued in a systematic manner to help offset operating costs and keep user prices as low as possible. PROS recommends that the Department create a **Business Development Unit** that would focus on generating earned income through grants, advertising, sponsorship, partnerships and other funding sources. These opportunities will require substantial training, a support effort by the Business Development staff and a well-developed implementation strategy to achieve the desired results.

The earned income options listed below should be pursued along with the pricing options outlined in the Pricing and Revenue Plan to meet the cost recovery goals recommended. They need a system-wide strategy to ensure consistency in seeking earned income endeavors.

5.2.1 CORPORATE SPONSORSHIPS

PROS recommends that the Department seek corporate sponsorships in the form of Title, Presenting, Associate, and Product sponsors. These sponsorships can be applied to special events, facilities, exhibits, programs and services. Sponsorships needs to be coordinated internally with a set system for proposals, dollar amount based on impression points and value to the sponsor and to the City.

A Sponsorship Policy and guideline manual should be developed to support staff in the process of seeking sponsorship for programs, facilities and events. PROS Consulting further recommends that a sponsorship team be formed to oversee the sponsorship process and requests so there aren't multiple requests going to the same corporation or business.

5.2.2 PARTNERSHIPS

Partnerships come in the form of public, not-for-profit and private partnerships. Each type of partnership should have a specific policy for how the Department will work with partners in each of these categories. The goal is to approach partnerships as an earned income opportunity where the costs for services are shared with partners. The goal is to retain a 50/50 level of equity between a partner and the City. Developing the true cost of providing the service on the City's side is very important to determine what level of support the City should extend to the partnership. It is recommended that partnership agreement include measureable outcomes for accountability to the outcomes determined in the development of the partnership. It will be important for the City to gain an understanding from the partner what level of investment they are making in the programs that are using City-owned resources.

5.2.3 PARK AND RECREATION FOUNDATIONS

Park and Recreation Foundations help organizations to add revenue to their department operations and capital cost by raising money on a yearly basis for programs such as

scholarships for under-privileged youth to access classes and facilities. PROS recommend that the Department form a Park and Recreation Foundation to raise funds for needed projects in the form of one year, three year and five year projects. It also can assist in raising funds for land acquisition and support needed projects designated by the Director of the Department on an annual basis.

5.2.4 GRANTS

PROS recommends that the Department establish a coordinated effort to seek grants on an annual basis to support parks, programs and facilities. We further recommend that grants be coordinated internally between divisions and approved by the Director before applications are submitted, to ensure that matching dollar programs are budgeted for in each fiscal year. Most Departments the size of the City of Las Vegas has personnel assigned to coordinate and manage grants for the Department.

5.2.5 LAND LEASES

Many Departments evaluate on a yearly basis where they can lease park land for revenue purposes to support their operating budgets. Land leases can come in the form of leases along trails for concession and retail opportunities, park leases for food and retail establishments and cell towers, as well as to sports groups who lease property for personal gain but support the recreational needs of the residents. In all cases, the City receives a set lease amount and some level of gross revenue from the lease to support operating costs.

5.2.6 DEDICATED OCCUPANCY TAX

Agencies have pursued and received dedicated occupancy taxes from hotels, motels and bed and breakfast establishments to support the operating costs of park and recreation attractions, facilities and events. PROS recommends that the Department demonstrate its value to the City Council and seek this revenue source on an annual basis.

5.2.7 USE OF PRIVATE CONCESSIONAIRES

Municipalities similar to that of the City of Las Vegas Department of Leisure Services have used private concessionaires to manage public facilities to maximize their revenue potential. Examples include golf courses, concessions, recreation and park attractions, special events, pools, and special use hospitality type facilities and spaces.

5.2.8 ADVERTISING IN PARKS, FACILITIES AND PROGRAMS

Most Departments have an advertising policy that allows them to sell advertising in parks, special facilities and attractions and in programs. PROS recommends that the City of Las Vegas establish an advertising policy that provides opportunities for advertisement on program guides, exhibits, park and recreation web-site, landscaped areas, gymnasiums, outfield fences, backboards, bottom of swimming pools, water slides, vending machines, skate parks, vehicles, water bottles, playgrounds, billboards, radio and TV and web-sites.

5.2.9 GIFT PROGRAMS

Many Departments have developed gift catalogs. Gift catalogs provide the opportunity for the community to invest in needed equipment and supplies. For example, the City of Sacramento has had a gift catalog for over 20 years and has raised millions of dollars for the department. Staff submits a list of items that they need to manage their facilities and programs and asks people to invest in them. Usually the Department has a large event for the community to provide them the opportunity to invest in the system.

5.2.10 LEISURE SERVICES FACILTY IMPROVEMENT FEE

Many Departments will at times incorporate a Leisure Services Facility Improvement Fee for improvements on top of a user fee to support needed improvements for a special use facility like a golf course, swimming pool, skate park, dog park or sports field. Improvement fees range from $2-$5 added on to existing fees and remain in place until the improvement is complete.

5.2.11 USE OF PRIVATE CONCESSIONAIRES

Many Departments use private concessionaires to manage catering hospitality and retail services for their Departments. Private concessionaires pay to lease space and pay a percentage of gross receipts to the Department for the right to provide the service at special events and or hospitality type events. Food and beverage and retail percentages range from 8% to 30% of gross revenues.

5.2.12 GREENWAY UTILITY

Parks and recreation agencies sell the development rights below their trails for utilities based on a linear foot basis. The utility companies find these options attractive because they do not have to acquire an easement and they are dealing with one land owner. Parks and Recreation agencies use the money for matching trail grants, operating costs and signage improvements.

5.2.13 SALE OF NAMING RIGHTS

Park and recreation agencies often sell the naming rights to special events, specific high end facilities and parks. With the sale of the naming rights the person whose name is on the park, facility or event receives a ten year right. The also support a percentage of the maintenance costs associated with the park, recreation facility and or event.

5.2.14 DISTINGUISHED LICENSE PLATES

Many park and recreation agencies have a designated license plate for the Department that generates approximately $55 dollars a tag for the parks and recreation department. Such dollars can be targeted to greenways, open space and nature education types of parks.

5.2.15 LICENSING RIGHTS

Many park and recreation departments have created licensing arrangements for their major attractions and for people who generate revenue through the use of City resources.

Licensing can be applied to photographers, caterers, clothing manufactures and souvenir producers.

5.2.16 SPECIAL USE PERMITS

Many groups and individuals often generate revenue through the use of City-owned facilities. These groups include sports groups who host major sports tournaments, special event groups, bike and running type of events. Parks and Recreation agencies receive revenue for the special use permit and also for each participant who is registered for the event

5.2.17 HOSPITALITY AND BUSINESS PLANNERS PERMITS

Park and recreation agencies will permit a selected group of hospitality and business planners, based on a request for proposal basis, the opportunity to book and provide hospitality events in City-owned facilities when people request their use. The City receives 10-15% of gross revenues from the food and drinks served as well as 85% of the rental.

5.2.18 EQUIPMENT RENTAL FOR REVENUE

Parks and recreation departments will often rent equipment such as strollers, bicycles, canoes, kayaks, sailboats, pontoon boats, scooters, chairs, tables, stages, tents, roller blades, cross country skis, golf clubs, life jackets, helmets and decorations to people to use in parks and facilities.

5.2.19 PARKING FEES FOR EVENTS

PROS recommends exploring the option of charging parking fees at special events. Several Parks and Recreation agencies nationwide have incorporated this practice for sports tournaments, special events and major attractions.

5.2.20 ROOM OVERRIDES ON SPECIAL EVENTS

Agencies will work with hotels and motels on room overrides for tournaments and special events that they host. Usual dollar overrides received are 10% on the cost of the room.

5.2.21 MAINTENANCE ENDOWMENTS

It is recommended that the Department create maintenance endowments for all of its parks and facilities, where a percentage of dollars collected goes back into the operating budget to cover general yearly improvements to keep the facilities at the highest level possible. Houston, Dallas and Indianapolis have used this revenue source to help support the long-term maintenance needs of the City's attractions.

5.2.22 SPORTS LIGHTING FEES

Park and recreation agencies typically charge a lighting fee for use of sports and tennis courts on a per hour basis as a revenue source. Systems nation-wide have employed this practice and it could be implemented in Las Vegas as well.

5.2.23 RENTAL OF GARDENS AND VENDOR SPACE

It is recommended that the Department charge ground space to individuals for community gardens and vendor space for food and merchandise in parks and facilities on a square foot basis. Examples, of areas to charge this fee are at the community gardens and to vendors who sell items at events held at parks or community centers.

5.2.24 PATRON CARDS FOR RECREATION CENTERS AND HIGH END FACILITIES

It is recommended that the Department sell patron cards for recreation centers, senior centers, teen centers and special use facilities. These patron cards cost $25-$50 a card and it provides certain rights and privileges beyond those a general user receives. This is a best practice that has been adopted by many Parks and Recreation Departments across the United States.

5.2.25 MEMBERSHIPS, MONTHLY PASSES, DAILY ADMISSION FEES

Park and recreation agencies will develop a membership, monthly pass and/or a daily admission to a recreation type facility that has multiple program experiences to help offset operating costs. Rates range from $5 a day to $25-$65 a month for individuals, with incremental pricing for couples and/or families. These fees create revenues that are typically dedicated to that specific facility.

5.2.26 USE OF VOLUNTEERS

Best practices by park and recreation agencies include developing volunteer programs directed at reducing staffing costs to support quality visitor experiences. PROS recommend that the City further refine the current volunteer program to

- Build Volunteerism as a core program area
- Provide needed staff and program support
- Build advocacy for the Department's programs and services in the community
- Develop a volunteer database for future system-wide use

5.2.27 RESERVATIONS FOR EXCLUSIVE USE OF A PARK AMENITY

It is recommended that the Department further refine fees for the rental of indoor and outdoor spaces for exclusive use by establishing fees based on prime-time, non-prime time and season and off-season rates.

5.2.28 CONCESSIONAIRE FEES

It is recommended that the Department charge professional coaches and teachers a fee to teach classes on City-owned tennis courts, basketball courts, sports fields, buildings, golf courses and entertainment venues for a percentage of revenue. Best practices indicate that the City could receive up to 15% of gross revenues from these sources.

5.2.29 SALE OF MERCHANDISE

It is recommended that the Department allow other vendors and professionals to sell their materials on City-owned facilities for a percentage of receipts back to the City. This can be on a consignment basis or in a designated space. Items can include photographs, art, food, clothing, picnic supplies and other memorabilia.

5.2.30 RENTAL CAR TAX

Parks and recreation agencies in major cities such as Phoenix receive a percentage of the rental car tax to support their operations. The rental car tax supports their high end attractions, golf courses, special events and provides capital and operating money for the department.

5.2.31 SPECIAL FUNDRAISERS

It is recommended that the Department develop three or four key fundraisers each year for specific programs. These include fundraisers for scholarships, adopt a kid programs, therapeutic services and key attractions requiring operating dollars.

CHAPTER SIX - CONCLUSION

The key to implementing a successful Pricing and Revenue Plan centers on having an effective methodology and process to follow as outlined in this plan. Department staff provided a lot of input into this document and has learned a lot about their current costs and levels of cost recovery.

Having measurable outcomes to which staff are held accountable will teach them to manage within a business mindset. They will learn to manage their programs and services with attention to efficiency and cost, and to price their services based on levels of benefit and cost recovery goals. The result will be additional revenue to offset operating costs and make the Department of Leisure Services a more sustainable department.

A greater awareness of the costs to provide a service will also help staff to make more informed decisions, from a pricing and efficiency standpoint. Tracking pricing outcomes and results based on capacity and attendance and the revenue created will be critical for the future. Effectively communicating costs and providing users pricing alternatives based on their price points will be important to the users and a major element to ensure the success of this plan.

Using all the appropriate earned income strategies will only help the organization move towards greater fiscal sustainability and long term success in the minds of its users and elected officials. This Pricing and Revenue Plan will not be easy to implement in the beginning, but it is attainable and will achieve great results for the Department if followed. Implementing the Scholarship Policy will help people who need or want a service to not be closed out by lack of ability to pay the market rate. During these challenging financial times every revenue opportunity needs to be pursued to help support the operating budget of the Department and the City to achieve sustainability.

CHAPTER SEVEN - APPENDIX A

7.1 AGENCY SCHOLARSHIP POLICY

Scholarship programs serve a very important purpose in terms of creating equity and fairness in offerings. They ensure greater accessibility to all cross-sections of the community and help build a society that values the underprivileged and seeks to help make things better. Additionally, by having a set dollar amounts, these programs offers the scholarship recipient a choice in the type of programs that they want to partake in, be it a number of individual classes or just extended camps.

To ensure the effective implementation of such a policy, it is important to have adequate representation from Department staff (manager and field staff involved in the implementation of the policy) and the legislative liaisons involved and weighing in on the workings of the policy. The field staff must evaluate the effectiveness of the policy on a consistent basis to ensure it serves its purpose and that the eligibility criterion is fair.

7.1.1 STATEMENT OF INTENT

- The Department of Leisure Services Scholarship Program will ensure that qualifying Las Vegas residents will have fair access to participation in the Department's programs, classes and services

7.1.2 ELIGIBILITY CRITERIA

- Youth (0-17 years, or proof of current enrollment in secondary education institution), Indigent adults, seniors with disabilities
- Submit/show proof of City of Las Vegas residency (driver's license, utility bill, etc.)
- Submit/show proof of restricted income, determined by one of the pre-existing state and/or federal level programs listed below:
    - Subsidized housing, Section 8 rent subsidy
    - Aid to Families with Dependent Children (AFDC)
    - Temporary Assistance for Needy Families (TANF)
    - Food Stamps
    - Military personnel
    - Nevada unemployment benefits
- Complete/submit scholarship application form

7.1.3 PROGRAM ELIGIBILITY

- Scholarships will apply to fee based recreation classes that meet more than one time

7.1.4 SCHOLARSHIP AMOUNT AND FREQUENCY

- The scholarship will cover 50% of the listed fee to participate. The scholarship recipient is required to pay the remaining 50% of the listed price of the class
    - Any additional costs (supplies, etc.) are the responsibility of the recipient
- The funding level for scholarships will be dependent upon the revenues collected each fiscal year. The amount that each individual is eligible for will be posted at all sites to ensure that the public is aware of changes to the program

7.1.5 FUNDING

- 2%- 3% of revenue generated will be allocated to the scholarship fund, ensuring that scholarships remain a budgeted item
- Leisure services scholarship fund is available for donations and contributions

CHAPTER EIGHT - APPENDIX B

8.1 SUMMARY OF COMMENTS FROM PUBLIC WORKSHOPS

- Community Input – comments, recommendations, and suggestions that were made by the consensus of participants at public workshops held throughout the community
  - Adult Sports Comments:
    - Community willing to pay for quality
    - Community is willing to pay for increased maintenance
    - Current practice of field allocation is flawed; hoarding instead of usage based (how can we keep our competitors from using the field)
    - Sparse/very few comments about fees being too high; one comment came from a person who has blanket use of a 12-field complex
    - Services have been cut while fees have remained constant (i.e. over-seeding, trash pick-up, etc.)
  - Senior comments
    - The majority annual membership holders are willing to pay a little more
    - Fee classes were really important
    - Enjoy trips, but cannot afford higher price
    - Would like to explore volunteer instructors to keep cost down
    - Food and nutrition is an important program to seniors
    - Quality of facilities and staffing exceed all other entities visited
  - Recreation comments
    - Open to differential pricing; did not mind paying more for prime time; also open to differential pricing by location
    - Open to higher level of instruction
    - Open to use of improvement fund if funds were protected by policy
    - SafeKey is a great bargain
    - Summer camps are excellent value
    - Potential to establish friends groups to offset costs
  - Aquatics comments
    - The majority of users at Veterans do not want a covered pool; covered pool will provide for year-round use
    - Most pools are available for high school swim beginning in February
    - Majority of users support a modest increase in open swim fee
    - Users would be supportive of increasing class minimums to keep the costs lower
  - After School comments
    - Programs are very reasonably priced
    - Great value and alternative for parents
    - Convenient hours; some parents would like expanded hours
  - Wellness and Fitness comments
    - Seniors liked the fitness facilities where present

CHAPTER NINE - APPENDIX C

9.1 CORE PROGRAM MARKET ANALYSIS AND STRATEGY/RECOMMENDATIONS

Appendix C is a capture of the Leisure Services Department operations for the 2008 Fiscal Year. This Core Program Market Analysis is dynamic that can and has changed as operational shifts are made.

- Core Program Market Analysis, Strategies, and Recommendations – core program and core program use analysis as defined by the Pricing and Revenue Plan Committee Members and vetted by the Director, Acting Deputy Director, and Department Managers
  - Adult Sports
    - Basketball – 1 gymnasium at a facility; demand is limited to capacity; diversifying gymnasium by program limits the ability of additional basketball programming
      - Classification – Non-Core / Private
      - Current Pricing – varies by program
      - Cost Recovery – 100%+
      - Cost Recovery Goal – 125%
      - Regional Benchmark – very few private groups provide adult basketball; private clubs/YMCA set the upper bar; City is at the bottom of pricing spectrum; City is one of few municipalities that run shot clocks, etc.; some providers set pricing differently (charge for officials, etc.); other providers charge an average of 15% higher pricing; pricing elasticity is low
      - Alternative Pricing/Programming – mid-day leagues (10A-2P Leagues) to address second/third shift employees; potential for organized pickup game (run-and-shoot) based on the competency of the player and the number of participants (organized around lunch/dinner/short break)
      - Strategies – survey of young adult residents (18-35) to hone in on need of recreational programming; explore operational policies of closing centers at 5PM for expanded programming
    - Soccer – adult soccer has exploded as City has increased in-house programming; increased from 6-teams to 32-teams; to increase market share City would have to reduce the permits to private leagues; limited capacity for City leagues due to permitting; must balance field permitting/allocation and City leagues to allow for 50% City usage
      - Classification – Core / Private
      - Current Pricing – varies by program area
      - Cost Recovery – 150%+
      - Cost Recovery Goal – 125%
      - Regional Benchmark – Most private programming is permitted through City scheduling; private entities charge between $400 to $500 per team; City charges $175 per team; pricing elasticity is high

  - Alternative Pricing/Programming – increase user agreements to allow for City to control 50% of field allocation; remaining 50% allocated to non-profit and for-profit groups and rentals
  - Strategies – increase price point to mirror other providers utilizing City assets; provide same level of service (games, etc.)
- Softball – more demand than supply of field; City fields opened up in October; demand could decrease with Field of Dreams soon opening
  - Classification – Core / Private
  - Pricing – varies by program area
  - Cost Recovery – 116%
  - Cost Recovery Goal – 125%
  - Regional Benchmark – City programming is within a few dollars of other providers; supply and demand are nearly equal
  - Alternative Pricing/Programming – potential to open up existing non-peak capacity to non-traditional leagues such as second/third shift employees; weekend leagues (Saturday and Sunday);
  - Strategies – allocate necessary human resources/funding to allow for just-in-time programming based on market demand; explore potential of marketing naming rights for facility/programs to increase unearned income opportunities (Huntington Beach is currently utilizing similar program)
- Adult Softball Tournament – due to cost to produce City has removed themselves from the business of adult softball tournaments
  - Classification – Non-Core / Private
  - Pricing – varies by program area
  - Cost Recovery – 21.2%
  - Cost Recovery Goal – 125%
  - Regional Benchmark – Other providers can operate with higher margins; cease program offering
  - Alternative Pricing – Continue practice of permitting fields to outside organizations for efficiencies/savings (roughly $10K per year in savings)
  - Strategies – cease City offered program; continue with permitting
- Racquetball – limited critical mass of market makes racquetball a limited cost recovery program; must base future program on restructuring of memberships
  - Classification – Non-Core / Private
  - Pricing – varies by program area
  - Cost Recovery – 1.1% / 2.6% / 3.6%
  - Cost Recovery Goal – 125%
  - Regional Benchmark – many other providers associated with larger fitness based facilities;
  - Alternative Pricing – explore additional court reservation fee in addition to the membership rate based on first-come-first-served for peak/off-peak periods (after 4PM all courts are rental based)

        - Strategies – explore membership program and associated benefits; explore alternatives for tiered pricing of programs based on market demand; explore space utilization to maximize value of all spaces and potential for alternative uses
    - Volleyball (indoor) – program not as big as once was; limited gymnasium space due to 1 gymnasium per facility; expansion of badminton program has lead to greater off-peak usages in gymnasiums
        - Classification – Non-Core / Private
        - Pricing – varies by program area
        - Cost Recovery – 3.2% / 84.7%
        - Cost Recovery Goal – 125%
        - Regional Benchmark – similar pricing to County (County is $180+Ref/City of $150+Ref); limited programming in private sector
        - Alternative Pricing/Programming – mid-day leagues (10A-2P Leagues) to address second/third shift employees; explore potential of complimentary programming to allow for parent-child utilization of facility
        - Strategies – build wider audience base to focus on young adult and recreational use for club sport teams; collaborative nature of inner-department asset management leads to loss of market expansion
    - Volleyball (outdoor) – excess capacity for outdoor volleyball program; multi-million dollar outdoor volleyball complex (Centennial Hills Park); 20 courts; alcohol sales are not permitted; open to public; management of facility is done at Dula Gym – not on site (across town); explore potential to outsource operations of facility (similar arrangement to golf courses)
        - Classification – Non-Core / Private
        - Pricing – varies by program area
        - Cost Recovery – 17.1%
        - Cost Recovery Goal – 100%
        - Regional Benchmark – Sunset (County charges $180 per team for 8-games)
        - Alternative Pricing/Programming – outsourcing of Centennial Park complex to management group (similar to golf contracts); allow for alcohol sales during conducive program times; explore potential to program non-peak times for City usage
        - Strategies – pursue management group; explore programming to school-aged volleyball market to provide additional sport outlet; recruit through single clubs/other local traditional style leagues
- Seniors
    - Day use – senior population fastest growing demographic in community; many providers in the region are making some senior services non-essential; excess capacity in senior centers allows for room to grow; many users of senior services come from neighboring communities;
        - Classification – Core / Public

  - Pricing – $2 annual membership
  - Cost Recovery – Less than 2.0%
  - Cost Recovery Goal – 15%
  - Regional Benchmark – North Las Vegas has one facility; extremely old (40+years); Henderson is building their first senior-only center; County has multiple, West Flamingo facility rivals City facilities
  - Alternative Pricing/Programming – wellness/fitness program to "energy up" facility and make more attractive to the young-senior categories (50-65); aquatic programming – explore potential for small exercise pool at limited existing facilities
  - Strategies – discontinue all pay-on-the-floor practices; implement pay tiers for senior age segments; implement volunteer program with voucher compensation (similar to golf course practices); explore potential for expanded wellness/fitness amenities; explore potential to backfill full time staffing with volunteers to supplement levels of service and reduce operating costs; explore the expansion of programming where allowed at Centers (dependent on CDBG funding) to take place after hours (after 5PM); enforce senior discounts for all Leisure Services divisions at a strict 15%; administer capacity study to understand utilization of space; regional program/facilities strategy
- Trips – All senior centers in region offer trips; some groups administer out-of-state trips; City offers half-day trips; seniors pay for all ancillary services; City incurs cost of transportation, staff, and water during summer months
  - Classification – Core / Private
  - Pricing – $2 per trip
  - Cost Recovery – average 0.7% cost recovery
  - Cost Recovery Goal – 100%
  - Regional Benchmark – All entities in region offer service
  - Alternative Pricing/Programming – revenue/expense neutral program to recover all costs incurred
  - Strategies – explore potential to outsource trip program or cease offering program and allocate operational expenses to essential services; regional program/facilities strategy
- Fee classes – fitness and computer class attendance is at/near capacity; excess capacity exists in all other spaces; many instructors are paid on the floor (illegal process); indirect competition from hotel/casino pulls much of the market share (hotel sends free transportation and offer reduced price/free lunch)
  - Classification – Core / Private
  - Pricing – Pay-on-the-floor; cease this process
  - Cost Recovery – average 15.4% cost recovery
  - Cost Recovery Goal – 50%
  - Regional Benchmark – County and Henderson offer similar services; compete against hotels/casinos

  - Alternative Pricing/Programming – charge/administer programs based on reservation system
  - Strategies – shift to hourly pay for all instructors; regional program/facilities strategy
- Food/nutrition/daily – not at capacity; program is limited due to staffing and budget; access to program is first-come first-served; hourly staffing prepares all meals; City has shifted to pre-packaged meals at Doolittle and Las Vegas Senior Center; City has been partnering with AARP to provide service at Las Vegas Senior Center
  - Classification – Core / Private
  - Pricing – $2 per meal
  - Cost Recovery – average 2.7% cost recovery
  - Cost Recovery Goal – 50%
  - Regional Benchmark – North Las Vegas, County, and Henderson offer program in some capacity
  - Alternative Pricing/Programming – educate seniors as to the true cost to provide meal and list suggested price of meal
  - Strategies – explore potential to cease program offering and allocate operational expenses to essential services; regional program/facilities strategy
- Senior Legal Services – received a large grant from the State for program; additional grants; partially administered through revenues generated through Nevada Revised Statute; general fund augmentation; attorney/paralegal/personnel/etc. are City employees
  - Classification – Non-Core / Private
  - Pricing – Free program; funded with grant/alternative funding; donations are accepted
  - Cost Recovery – 0.0% from fees; allocated slightly less than $25,000 of operational costs per year; recovers roughly 60-65% of costs through partnering/grants
  - Cost Recovery Goal – 100%
  - Regional Benchmark – City is sole provider of free senior services
  - Alternative Pricing/Programming – program cannot charge for services
  - Strategies – explore for potential operating efficiencies for 100% cost recovery
- Special Events – special events are at capacity (space) at most facilities; generates the majority of participation/clicks at Centers; indirect competition from hotels/casinos
  - Classification – Non-Core / Merit
  - Pricing – varies by event; $2, $3, and on $5
  - Cost Recovery – average recovery is 0.6%
  - Cost Recovery Goal – 50%
  - Regional Benchmark – All neighboring entities; compete against hotels
  - Alternative Pricing/Programming – regional programs/events; reduce level of service; explore $7 price point for all events

    - Strategies – average cost of $100 per person per event ($500K costs and 5K participants) – limit costs by reducing service and duplication of events; regional program/facilities strategy
- Social Services – demand for social services is high; mostly driven by the free use of space the City has historically provided
    - Classification – Non-Core / Private
    - Pricing – free programs
    - Cost Recovery – 0.0%; free programs
    - Cost Recovery Goal – 25%
    - Regional Benchmark – All neighboring entities; some non-profits provide social services as well
    - Alternative Pricing/Programming – charge for use of space (rental); negotiation of in-kind services with partners
    - Strategies – program/utilization of spaces with City run programs should take precedence; regional program/facility strategy

▪ Youth Sports

- Youth league; recreation – basketball, soccer, flag football, and t-ball; excess capacity exists; youth sports has not been a huge priority in the City; City has prospered in youth sports where organization is strong; lack of strong direction has lead to youth sport decline; field allocation limits ability of youth sport ventures
    - Classification – Core / Merit
    - Pricing – varies by activity
    - Cost Recovery – average 26.8%
    - Cost Recovery Goal – 70%
    - Regional Benchmark – most activities are provided by private club sports; all entities in the Valley run youth sports to some degree
    - Alternative Pricing/Programming – improve quality of program
    - Strategies – once quality/value has been improved address price point; explore potential for annual capital/maintenance fund fee as an add-on to individual participant fees; place youth sports into Sports Unit ("Sports" Core Program) division
- Youth league; competitive – limited to youth basketball; excess capacity exists; when well organized participation is solid;
    - Classification – Core / Private
    - Pricing – varies by activity
    - Cost Recovery – average 1.3%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – private/club sports provide regular on-going leagues;
    - Alternative Pricing/Programming – improve quality and consistency of program; potential to create neighborhood recreational feeder programs into regional competitive leagues; explore expansion into competitive soccer leagues and other club sports; explore sponsorships derived through RFP process (sponsorship program similar to Land 'O Frost program)

- Strategies – explore potential for annual capital/maintenance fund fee as an add-on to individual participant fees; place youth sports into Sports Unit ("Sports" Core Program) division

- Other Sports
  - Clinics – organized activities that did not make; clinics limited to tennis
    - Classification –
    - Pricing – varies by type of program
    - Cost Recovery – average 0.0%
    - Cost Recovery Goal – 100%
    - Regional Benchmark –
    - Alternative Pricing/Programming –
    - Strategies –
  - Tennis – off-peak hours have excess capacity; seasonally at capacity during peak hours (weekends; after 5PM); waiting lists are common during peak times; expansion of mid-morning programming has increased participation; currently exploring differential pricing to shift capacities to mid-day
    - Classification – Core / Private
    - Pricing – varies by program; passes range from $250/$300/$500 per year; tournaments, drop-in, and sessions vary
    - Cost Recovery – average 90.2%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – All neighboring entities have tennis assets; most local parks have courts; hotels/casinos; private clubs; none have the quality and breadth of offering (on-site pro shop, etc.) that Darling Tennis Center does; competition does not affect the ability of the DTC to attract participants
    - Alternative Pricing/Programming – differential pricing to shift programs to mid-day time slots/seasonal; price point on many programs, clinics, leagues, and outside tournament usage should increase to mimic true competitors in marketplace
    - Strategies – shift price point in line with value received; shift management and program of facility to the program/market offered (i.e. sanctioned tournaments do not require gift/prize)
  - Tournaments – excess capacity exists; limited opportunities offered by City; most tournament play occurs in private sector; City does partner with some entities to provide tournament; private groups have monopolized tournament market and revenues available
    - Classification – Core / Private
    - Pricing – varies by program
    - Cost Recovery – varies
    - Cost Recovery Goal – 100%
    - Regional Benchmark – Private/club providers
    - Alternative Pricing/Programming – explore potential of "Competitive Sports" unit
    - Strategies – create business plan to demonstrate economic value of all City administered tournaments; assign full time staff person to administer all tournament activities; organize

tournament under work unit of "Competitive Events/Sports" core program category that administers all outdoor sporting events via City programming (recreational leagues), local user groups, tournament usage, etc.

- Scheduling – allocating/permitting City assets to community for usage; allocation of City and limited school assets (approximately 12 school fields); permitting is at capacity during peak times on an annual basis;
    - Classification – Core / Private
    - Pricing – youth league - $100 per team per season; adult league - $110 per team per season; practice - $10/hour/field for non-profit; $20/hour/field for profit; tournaments follow hourly pricing plus an additional 10% of tournament registration
    - Cost Recovery – varies
    - Cost Recovery Goal – 150%
    - Regional Benchmark – Other municipalities, school district and some private.
    - Alternative Pricing/Programming – explore potential to expand use for second and third shift employees to program non-peak times; increase quality of assets by over-seeding, etc.; current costs of maintaining assets ($2.25 to $3.0 million) equates to less than 10% of costs covered by user fees – explore price point increase in line with value received; explore league pricing shift to team charge plus an additional hourly rental based on asset use (hourly/asset rent) instead of team based – this will limit the issue of asset hoarding; differential pricing of assets to shift to off-peak times
    - Strategies – explore potential for annual capital/maintenance fund fee as an add-on to individual participant fees; place youth sports into Sports Unit ("Sports" Core Program) division; set pricing based on value received and costs incurred
- Youth Classes – basketball skills, martial arts, general sports classes
    - Classification – Core / Merit
    - Pricing – varies
    - Cost Recovery – average 28%
    - Cost Recovery Goal – 50%
    - Regional Benchmark – all regional entities; private/club (martial arts, soccer, baseball, etc.)
    - Alternative Pricing/Programming – explore workshop/clinic style program (single meeting/1-3 hour event); quality of instruction is inconsistent; explore potential to funnel classes into leagues
    - Strategies – place youth sports into Sports Unit ("Sports" Core Program) division
- Adult Classes – wellness/fitness, martial arts; fitness rooms are currently highly subsidized
    - Classification – Core / Private
    - Pricing – varies by program
    - Cost Recovery – average 29.8%

- Cost Recovery Goal – 100%
- Regional Benchmark – all regional entities; private sector (big box wellness/fitness, martial arts studios, etc.)
- Alternative Pricing/Programming – explore workshop/clinic style program (single meeting/1-3 hour event); explore packaging of programs with current trend/culture (i.e. 9-and-wine); consistently administer membership program across the system
- Strategies – explore potential to restructure memberships for a-la-carte pricing based on benefit received; regional program/facility marketing plan; explore potential for capital replacement fund for fitness equipment; package programs to provide multi-generational programming opportunities (i.e. mom-&-tot, etc.)

- Recreational gymnastics – wide range of programming including parent and me to advanced gymnastics programs; programs take place in cafeterias, dedicated spaces, gymnasiums, etc.; inconsistent pricing amongst programs at locations; need a more standardized approach to pricing; dedicated gymnastic facilities are running at capacity (Mirabelli and Veterans) during peak times; program has a tendency to overpay instructors; Mirabelli and Veterans instructors are paid top dollar, even for recreational gymnastics; shift program composition to place "advanced" instruction to competitive gymnastics program due to level of instructor and exclusivity of program offering
  - Classification – Core / Merit
  - Pricing – varies by program type
  - Cost Recovery – 50.1%
  - Cost Recovery Goal – 50%
  - Regional Benchmark – private clubs; all other public entities
  - Alternative Pricing/Programming – shift advanced program to competitive gymnastic tier to reflect level of instruction and exclusivity received; differential pricing based on location and asset/amenity (Mirabelli and Veterans)
  - Strategies – create a higher number of minimum participants to keep price of program affordable; marketing strategy to shift the advanced program to the competitive program; explore instructor compensation structure to per participant (ratio) basis instead of hourly basis (POLICY SHIFT FOR HOURLY/RATIO COMPENSATION); explore potential to offer buy-up option to allow for lesson participants the option to buy-up for private instruction with the same group lesson instructor
- Competitive/Performing Teams (Gymnastics, Dance, etc) – pricing is not consistent; generally, cost recovery is minimum; pricing reflects initial program creation; instructors with dance/performing teams do not have credentials; gymnastic instructors are credentialed; pricing of program versus the total out-of-pocket costs (i.e. uniforms, shoes, bags, etc.) is unbalanced
  - Classification – Core / Private

  - Pricing – varies by program area
  - Cost Recovery – average 12.7%
  - Cost Recovery Goal – 100%
  - Regional Benchmark – see table
  - Alternative Pricing/Programming – explore pricing structure to allow City to collect all fees and provide uniform/etc. for all teams instead of each individual purchasing separately; explore potential to shift program to entry-level instruction and shift competitive nature to outside/private clubs
  - Strategies – document cost of service and subsidy for program; create system wide strategy for all sport programs to create a consistent approach to pricing, instruction, rental/allocation, etc.; establish a system wide curriculum for all programs to be followed at all sites/locations; promote functional based organization, and subsequently programming, system wide

- Aquatics
  - Learn to Swim – summer season is main program focus; tiered levels of programming;
    - Classification – Core / Merit
    - Pricing – varies by program types
    - Cost Recovery – average 24.1%
    - Cost Recovery Goal – 60%
    - Regional Benchmark – All public entities; some private providers
    - Alternative Pricing/Programming – promote off-peak classes; explore packaging of all tiers/programs for LTS; explore market for adult/senior LTS classes
    - Strategies – market LTS during non-peak times (day use); cross program LTS and water fitness/dry programs for multi age segment family programming; explore market expansion to older demographic
  - Fitness Swim – senior water aerobics, shallow water exercise, aquatic therapy and recovery, arthritis water exercise; geared toward senior adult market;
    - Classification – Core / Private
    - Pricing – varies by program types
    - Cost Recovery –
    - Cost Recovery Goal – 100%
    - Regional Benchmark – all public entities; private sector in large/big box providers
    - Alternative Pricing/Programming – price by hour, non-prime time, lane/amenity and number of participants; explore potential of “punch card” usage for lap swim
    - Strategies – present cost of service and resulting subsidy levels; explore potential to convert underperforming pools into “fitness only” pools – could be problematic due to deep water present at all pools;
  - Competitive Swim – high school, club rental swim, water polo, performance teams; high school and club rental is high; high level of

entitlement amongst user groups – reasoning for building cover at Pavilion Pool (located adjacent to Veterans) is due to team/club use; City philosophy has changed to servicing the competitive groups before the general public
    - Classification – Non-Core / Private
    - Pricing – varies by program type
    - Cost Recovery – average 3.4%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – All public entities; HOA and YMCA's act as facility provider;
    - Alternative Pricing/Programming – explore tiered pricing for peak/non-peak usage (groups utilize facility during peak afternoon/evening time);
    - Strategies – analyze subsidy rental per hour and cost of service
- Parent and tot – limited programming available;
    - Classification – Non-Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – no data available
    - Cost Recovery Goal – 60%
    - Regional Benchmark – All public entities; some private providers
    - Alternative Pricing/Programming – as demand increase pursue alternative/differential pricing
    - Strategies – pursue approach similar to that utilized for gymnastics and dance
- Life Guard/Safety training – program trains participants that typically work at local hotel/casino; atmosphere and perks provided by hotel/casino typically outweighs the pay incentive that the life guard receives when compared to the City; discounting exists for some life guard training to improve program numbers
    - Classification – Non-Core / Private
    - Pricing – varies by program type
    - Cost Recovery – average 27.5%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – All other public entities; some private providers
    - Alternative Pricing/Programming – explore discounting of program for return of participant working for City; discount would be realized through credit to paycheck after a set period of time
    - Strategies – explore potential regional approach to life guard training for hotel/casinos;
- Open Swim – open swim time has encroached on program times due to desire for afternoon/evening usage; fees for open swim were increase 2-3 years ago; capacity available differs by pool location
    - Classification – Core / Public
    - Pricing – varies by program type
    - Cost Recovery – average 13.1%
    - Cost Recovery Goal – 25%

  - Regional Benchmark – all public entities; YMCA's
  - Alternative Pricing/Programming – explore use of punch card; differential pricing to shift high use period to non-peak times;
  - Strategies – redesign flat pool to more resort style amenities

- After School
  - Summer Camps – capacity differs on location; large demand (140+ persons at West) exists at some locations; program is underpriced for value received; staffing ratio is 15:1; 1-2 full time staff are allocated per camp to supplement hourly staff;
    - Classification – Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – average 98.8%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – all public entities; churches/non-profit groups; private providers; most charge a much higher rate for program
    - Alternative Pricing/Programming – explore half day camp to provide tiered levels of service;
    - Strategies – analyze subsidy levels and cost to provide service; price accordingly; explore potential of shifting low attendance camps to specialty camps
  - Seasonal Camp – winter break and spring break camps; spans multiple divisions (ACE/Recreation/Adaptive/Sports); attendance wide range amongst camps;
    - Classification – Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – 80.97%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – all public entities; some private providers; churches/non-profits;
    - Alternative Pricing/Programming – price according to value of experience received
    - Strategies – continue to explore regional sites for seasonal camps;
  - Specialty – good attendance for most programs; offered in multiple divisions (ACE/Recreation/Adaptive/Sports); qualifications of instructors should be of a higher level than typical recreational programs; high demand leads to registration nightmare due to non-efficient registration process – must register in person on a weekly basis
    - Classification – Core / Private
    - Pricing – varies by program type
    - Cost Recovery – average 23.9%
    - Cost Recovery Goal – 125%
    - Regional Benchmark – all public entities; churches/non-profits; private providers
    - Alternative Pricing/Programming – pricing according to instructor qualifications; analyze department wide approach to program offering and pricing to offer single approach

  - Strategies – build program around current trends as determined by pop culture and current events; registration of specialty camps is

- SafeKey – high demand exists majority of sites; some sites will need to be closed or managed differently; desire to shift to a punch card system would be detrimental to program; hours and pricing differ by site and time
  - Classification – Core / merit
  - Pricing – varies by program type
  - Cost Recovery – varies by program
  - Cost Recovery Goal – 100%
  - Regional Benchmark – all public entities; some after school programs at YMCA and some day care facilities
  - Alternative Pricing/Programming – snacks purchased from Clark County School District have increased in past, this increase was not passed through to the participant
  - Strategies – do not shift to punch card; manage model must be approached from an operations (staff is limited to budget allocated and staffing ratio) or registrant (number of registrants dictate the operations); <operational costs are fixed based on a set period of time – one week; shifting to a punch/a la carte approach to program participation cannibalizes the ability of the program to operate efficiently – the staff must be present regardless of participation, i.e. same management model utilized by private day care>
- Youth Development – No discussion from the public meetings for this program
  - Classification – / Merit and Core
  - Pricing – No charge
  - Cost Recovery – average 23.2%
  - Cost Recovery Goal – 25%
  - Regional Benchmark –Some non-profit provide similar services
  - Alternative Pricing/Programming –Need to have a monthly charge for the program, some by event, cover the costs of the banquet and seek sponsorships for the program
  - Strategies – The outcomes are focused on the high school graduation rates, job skill development, social development, school assistance and preparing for college
- Teen programs – Skate parks are very important to the community and the kids did not want to see the rates go up. The current rates are $10 dollars and there are skate board classes at $50 dollars. No other programs for teens was discussed
  - Classification – Core / Merit
  - Pricing – Targeted for the after school pricing efforts. They are also targeted to the game rooms programs
  - Cost Recovery – average 16.4%
  - Cost Recovery Goal – 25%

  - Regional Benchmark – other entities do programming in conjunction with the City; two indoor private skate parks in City
  - Alternative Pricing/Programming – game rooms are difficult to price according to cost of service; analysis of skate parks showed that the cost to limit access is prohibitive
  - Strategies – explore price increase according to subsidy provided;

- Wellness and Fitness
  - Fee classes – yoga, bosu, Pilates, walking clubs (senior center), etc.;
    - Classification – Core / Private
    - Pricing – varies by program type
    - Cost Recovery – average 8.6%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – all public entities; non-profits; private providers
    - Alternative Pricing/Programming – analyze the benefits of membership/all inclusive as opposed to a la carte pricing;
    - Strategies – need an overall philosophy as to how wellness and fitness is presented as a program; review program offering by division and organize appropriately as a functional organization (ACE does not need to offer Pilates);
  - Clubs/centers – Chuck Minker, Veterans, Mirabelli, Doolittle and Doolittle Senior Center, Municipal Pool; cardiovascular and resistance training; majority are underutilized; some centers have outdated equipment; majority of all centers are cramped for adequate space;
    - Classification – Core / Private
    - Pricing – varies by program type
    - Cost Recovery – average 0.0%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – some in surrounding public entities; private providers; non-profits
    - Alternative Pricing/Programming – analyze the benefits of membership/all inclusive as opposed to a la carte pricing; off-peak pricing; explore potential to collect renewal/replacement fund
    - Strategies – evaluate drop in use and monthly membership fee; regional approach to program offering
  - Social Services – food voucher/stamp program referral (Stupak and Rivera), Fit Program; health fair; other assistance to underprivileged neighborhoods; 100% subsidized by the Department;
    - Classification – Core / Public
    - Pricing – varies by program type
    - Cost Recovery – average 15.0%
    - Cost Recovery Goal – 15%
    - Regional Benchmark –
    - Alternative Pricing/Programming – most public entities in some form or another; non-profits;

- Strategies – explore service offering within the community for duplication of services; explore potential to partner for program delivery; analyze participants for unique persons (not repeat)

- Special events
  - Holiday – Easter Festival, Halloween Event, Cinco de Mayo, Back to School, Fathers/Mothers Day, MLK Day; local, regional and city-wide events, majority are neighborhood and regional;
    - Classification – Non-Core / Public
    - Pricing – varies by program type
    - Cost Recovery – average 1.9%
    - Cost Recovery Goal – 50%
    - Regional Benchmark – all public entities; churches/non-profits; HOA;
    - Alternative Pricing/Programming – explore potential to shift to three quality events on a regional basis
    - Strategies – explore potential to shift away from neighborhood to regional and citywide events; shift to three events for regional/city-wide offering to focus on quality;
  - Entertainment/food – Movies in the Park, all catered special events
    - Classification – Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – average 8.9%
    - Cost Recovery Goal – 50%
    - Regional Benchmark – all public entities; some private & non-profit
    - Alternative Pricing/Programming – explore potential to shift to specified quantity of quality events on a regional basis
    - Strategies – Explore potential to shift away from neighborhood to regional/city-wide offering to focus on quality
  - Competitions – AM Jam, tennis tournaments
    - Arts Classification – Public / Core
    - Pricing – varies by program type
    - Cost Recovery – average 2.6%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – some public entities, private entities, outside valley come here to compete
    - Alternative Pricing/Programming – pursue more competitors, less competitions
    - Strategies – increase pricing, manage expenses, partnering

- **Arts**
  - Classes – dance, arts, music, and acting; ACE is in the process of breaking out classes by youth and adult
    - Classification – Core/Merit
    - Pricing – varies by program type
    - Cost Recovery – average 21.6%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – all public entities; all LS divisions, private entities

  - Alternative Pricing/Programming – explore current subsidy levels and price accordingly to cost recover at goal; look at prime vs. non-prime time and location; specialized instruction vs. beginners (price accordingly), explore consistent curriculum and consistent pricing; look at prime vs. non-prime time and location
  - Strategies – consolidate under-performing classes with other locations, ensure minimum enrollment is met; programming should occur in venues designed to host the event; explore potential for sponsorship and co-sponsorship opportunities
- Events – public dances, big band events, films, festivals
  - Classification – Core/Public - ½ are Core/Merit
  - Pricing – varies by program type
  - Cost Recovery – average 0.1%
  - Cost Recovery Goal – 50%
  - Regional Benchmark – all public entities, private entities, other LS divisions
  - Alternative Pricing/Programming – charge minimum fee to reduce subsidized level and meet cost recovery goal
  - Strategies – Explore potential to shift away from neighborhood to regional/city-wide offering to focus on quality
- Performances – theater performances (TRC), anything performance related – local and touring artists
  - Classification – Core / Merit
  - Pricing – varies by program type
  - Cost Recovery – average 2.8%
  - Cost Recovery Goal – 50%
  - Regional Benchmark – all public entities, other City departments, private
  - Alternative Pricing/Programming – explore current subsidy levels and price accordingly to cost recover at goal; look at prime vs. non-prime time and location
  - Strategies – programming should occur in venues designed to host the event; explore potential for sponsorship and co-sponsorship opportunities; negotiate better prices with the artists
- Technical support – Technical Unit – audio and visual support
  - Classification – Core / Private
  - Pricing – varies by program type
  - Cost Recovery – average 0.0%
  - Cost Recovery Goal – 100%
  - Regional Benchmark – all public entities, private sector
  - Alternative Pricing/Programming – explore current subsidy levels and price accordingly to cost recover at goal
  - Strategies – eliminate CLV events that create overtime/TILO; establish an equipment replacement/maintenance fund (use % of fees to establish)

- Therapeutic
  - Classes – Swim lessons (one-on-one and group), paddling, golf, Dodgeball, Racquetball, Art, Yoga, SPARK, no input from focus groups
    - Classification – Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – average 0.0%
    - Cost Recovery Goal – 25%
    - Regional Benchmark – limited from any other provider
    - Alternative Pricing/Programming – Are we charging enough? Look at overhead efficiencies.
    - Strategies – Setting a higher standard on minimum registrations, further networking on school district to recruit participants.
  - Adult respite (day use) – After work recreation programs for adults with developmental disabilities. This was not discussed at the focus groups.
    - Classification – Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – average 8.2%
    - Cost Recovery Goal – 20%
    - Regional Benchmark – limited from any other provider
    - Alternative Pricing/Programming – Look at overhead efficiencies, standardize pricing, try exploring alternate respite funds to pay for participants attendance
    - Strategies – Evaluate consolidating adult and youth respite programs, evaluate field trip component and overhead efficiencies.
  - Youth respite (day use) – After school recreation programs for school age children with developmental disabilities. Focus groups said that the facilities were not functional and were very outdated. An important service to her family so that her child could be involved.
    - Classification – Core / Merit
    - Pricing – varies by program type
    - Cost Recovery – average 6.3%
    - Cost Recovery Goal – 20%
    - Regional Benchmark – limited from any other provider
    - Alternative Pricing/Programming – Look at overhead efficiencies, standardize pricing, and try exploring alternate respite funds to pay for participant's attendance.
    - Strategies – Evaluate consolidating adult and youth respite programs, evaluate field trip component and overhead efficiencies.

  - Adult drop in – Heading On, Annual Holiday Dance, REP and no input from focus groups.
    - Classification – Core / Private
    - Pricing – varies by program type
    - Cost Recovery – average 0.0%
    - Cost Recovery Goal – 20%

  - Regional Benchmark – Limited from any other provider
  - Alternative Pricing/Programming – No fee charged
  - Strategies – Look to institute a fee, evaluate the continuance of the program and look at overhead efficiencies.
- Youth drop in – Family Appreciation BBQ, Disability Awareness Day
  - Classification – Core / Merit
  - Pricing – varies by program type
  - Cost Recovery – average 0.0%
  - Cost Recovery Goal – 20%
  - Regional Benchmark – Limited from any other provider
  - Alternative Pricing/Programming – Fees are nominal so look at a pricing increase and look at overhead efficiencies
  - Strategies – Evaluate the need for this program, look at attendance and cost recovery and look overhead efficiencies.
- Trips – Leisure Buddies, Camping
  - Classification – Non-Core / Private
  - Pricing – varies by program type
  - Cost Recovery – data needs to be refined
  - Cost Recovery Goal – 100%
  - Regional Benchmark – Limited from any other provider
  - Alternative Pricing/Programming – Less frequent too increase enrollment
  - Strategies – Evaluate the need for this program, look at attendance and cost recovery and look overhead efficiencies.
- Youth Wheelchair Sports– BLAZE, Power Soccer, USA Paralympic and was not discussed in the focus groups.
  - Classification – Core / Merit
  - Pricing – varies by program type
  - Cost Recovery – data needs to be refined
  - Cost Recovery Goal – 25%
  - Regional Benchmark – Limited from any other provider
  - Alternative Pricing/Programming – No Fee,
  - Strategies – Look for more alternative funding sources, look to school district to increase attendance, evaluate the need for this program, look at attendance and cost recovery and look at overhead efficiencies.
- Adults Wheelchair Sports– Rugby, Football, Over the Line and was not discussed at focus groups.
  - Classification – Core / Private
  - Pricing – varies by program type
  - Cost Recovery – data needs to be refined
  - Cost Recovery Goal – 50%
  - Regional Benchmark – Limited from any other providers
  - Alternative Pricing/Programming – membership fee and a tournament fee and both need to be evaluated to look at cost recovery goals.
  - Strategies – Passing official costs to participants, train more local wheelchair sport officials; look at overhead efficiencies,

evaluating the staffing pattern associated with wheelchair sports.

- Camps – Youth and Adult Camp CAL & Camp Malibu no input from focus groups
  - Classification – Core / Private
  - Pricing – varies by program type
  - Cost Recovery – average 0.0%
  - Cost Recovery Goal – 50%
  - Regional Benchmark – Limited from any other providers
  - Alternative Pricing/Programming – Currently meeting cost recovery goal, higher cost recovery goal should be considered
  - Strategies – Evaluate staffing and overhead costs to assist in higher cost recovery.

- Rentals
  - Open Space – parks, festival areas
    - Classification – Core / Private
    - Pricing – varies by program type of group i.e. individual, 501-C-3 Not-for-profit, and private for profit
    - Cost Recovery – average 22.0%
    - Cost Recovery Goal – 100%
    - Regional Benchmark – all public entities, HOAs
    - Alternative Pricing/Programming – pricing based upon amenities
    - Strategies – share revenue from events, develop a marketing plan that will increase public knowledge of rental opportunities, eliminate waived fees petition to city council and develop an updated rental policy; ensure only qualified participants receive the non-profit rate if applicable
  - Meeting rooms – conference rooms, multi purpose rooms, learning rooms
    - Classification – Non-Core / Private
    - Pricing – varies by rental type
    - Cost Recovery – average 10.0%
    - Cost Recovery Goal – 125%
    - Regional Benchmark – all public entities; private entities
    - Alternative Pricing/Programming – pricing based upon amenities, prime versus non-prime time; additional charge for equipment usage (i.e. projector, additional tables, chairs, etc.); charge actual cost for staff including benefits for support
    - Strategies – eliminate waived fees and develop rental policy, establish facility maintenance fund (% of fees charged); develop a marketing plan that will increase public knowledge of rental opportunities; ensure only qualified participants receive the non-profit rate if applicable
  - Halls – ballrooms
    - Classification – Non-Core / Private
    - Pricing – varies by rental type
    - Cost Recovery – average 0.0%
    - Cost Recovery Goal – 125%

  - Regional Benchmark – All public entities, private sector
  - Alternative Pricing/Programming – pricing based upon amenities, prime versus non-prime time; additional charge for equipment usage (ie projector, audio equipment, additional tables, chairs, etc.); charge actual cost for staff support
  - Strategies – eliminate waived fees and develop rental policy, establish facility maintenance fund (% of fees charged); develop a marketing plan that will increase public knowledge of rental opportunities; ensure only qualified participants receive the non-profit rate if applicable
- Parking fee – Floyd Lamb Park entrance fees
  - Classification – Non-Core / Private
  - Pricing – $6/vehicle; $1 walk/bike/horseback; $1/person/bus; $15 senior annual pass; $45 annual pass
  - Cost Recovery – 100%
  - Cost Recovery Goal – 100%
  - Regional Benchmark – Other regional parks
  - Alternative Pricing/Programming – explore market and service areas to determine needs of community; program and price accordingly
  - Strategies – increase marketing, explore possible overnight venues (camping, special events)
- Gymnasiums – basketball tournaments, clinics
  - Classification – non core / private
  - Pricing – varies by gym location
  - Cost Recovery – average 0.0%
  - Cost Recovery Goal – 100%
  - Regional Benchmark – All public entities, private sector
  - Alternative Pricing/Programming – pricing based upon amenities, prime versus non-prime time; additional charge for equipment usage (ie score clock, basketballs, chairs, etc.); charge fee for staff support, eliminate waived fees
  - Strategies – develop rental policy
- Shelters – park picnic shelters
  - Classification – core / private
  - Pricing – varies by type of pavilion
  - Cost Recovery – no data available
  - Cost Recovery Goal – 50%
  - Regional Benchmark – All public entities, HOAs
  - Alternative Pricing/Programming – pricing based upon amenities, prime versus non-prime time, eliminate waived fees and develop rental policy
  - Strategies – Develop a marketing plan
- Pools – lane rentals, open pool areas
  - Classification – core/private
  - Pricing – varies by size of pool
  - Cost Recovery – average 18.7%
  - Cost Recovery Goal – 100%

- Regional Benchmark – All public entities, HOAs, private
- Alternative Pricing/Programming – eliminate waived fees and develop rental policy, establish facility maintenance fund (% of fees charged); develop a marketing plan that will increase public knowledge of rental opportunities; ensure only qualified participants receive the non-profit rate if applicable, establish facility maintenance fund (% of fees charged);
- Strategies – develop a marketing plan that will increase public knowledge of rental opportunities

- Stage – Showmobile and Cultural Arts Express
  - Classification – Core / Private
  - Pricing – varies by program type
  - Cost Recovery – average 3.3%
  - Cost Recovery Goal – 120%
  - Regional Benchmark – public entities, private
  - Alternative Pricing/Programming – ensure only qualified participants receive the non-profit rate if applicable, establish facility maintenance fund (% of fees charged); eliminate waived fees and develop rental policy
  - Strategies – charge actual staff costs to include overtime/TILO and benefits; eliminate CLV events that create overtime/TILO
- Theater Rentals – Charleston Heights and Reed Whipple Arts Centers, Sammy Davis Jr. Festival Plaza, and Centennial Hills Amphitheater
  - Classification – Core / Private
  - Pricing – varies by program type
  - Cost Recovery – data needs to be refined
  - Cost Recovery Goal – 120%
  - Regional Benchmark – public entities, some private
  - Alternative Pricing/Programming – ensure only qualified participants receive the non-profit rate if applicable, establish facility maintenance fund (% of fees charged); eliminate waived fees and develop rental policy; price based upon amenities
  - Strategies – establish co-sponsorship/sponsorship opportunities, share event/ticket revenue, charge actual staff costs

- Permitting/Allocation – Fields, Tournaments and Leagues, the focus groups discussed less hoarding by the wealthy groups, they want an evaluation of fields secured vs. number of teams, most groups can pay higher fees, quality of our facilities is at the top in the Southwest open to differential pricing, due to location or assets with the complex.
  - City control 50% of all sports field assets
  - Usage Agreement tiered for City, Non-Profit, and Private uses
  - All partnerships with Non-Profit require audited books of Non-Profit to determine the pricing; based on lowest denominator to guard against the ability of Non-Profit to shift/allocate funds within organization to lower revenues
    - Classification – Core / Private, Core/ Merit
    - Pricing – varies by program type

  - Cost Recovery – average 32.7%
  - Cost Recovery Goal – 100%
  - Regional Benchmark – All other municipalities, some private and school district.
  - Alternative Pricing/Programming – Differential pricing, tournament revenue sharing with the city.
- Strategies – Explore more leagues facilitated by city, implement new permitting policy, auditing of tournament and league financial books.

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-2-2010 - ABEYANCE ITEM - 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)

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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.

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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.

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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)

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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
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Printed with environmentally friendly soy ink.

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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.

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(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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-3-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Entertainment Visual Improvement Program Agreement (EVIP) between the RDA and 7th Street Properties, LLC, (Owner) and Las Palmas Entertainment, Inc., dba Azul Tequila Nightclub (Tenant and EVIP Participant) located at 111 North 7th Street (APN 139-34-601-005) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 4 (RA-1-2010)]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Las Palmas Entertainment, Inc., dba Azul Tequila, (EVIP Participant) with the costs of exterior improvements to the property located at 111 North 7th Street. Approval will adopt findings that the EVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-3-2010
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO. R-3-2010

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE ENTERTAINMENT VIP AGREEMENT ("EVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND 7TH STREET PROPERTIES, LLC ("OWNER") AND LAS PALMAS ENTERTAINMENT, INC. D/B/A AZUL TEQUILA NIGHTCLUB ("TENANT" AND "EVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-601-005

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on February 16, 2005 the reallocation of funds to fund the Entertainment District Visual Improvement Program (EVIP), in order to provide funding to participating tavern-limited businesses for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, 7TH STREET PROPERTIES, LLC (the "OWNER") the owner of real property and improvements located at 111 NORTH 7TH STREET, and which parcel is commonly known as APN 139-34-601-005 (the "Site"); and

WHEREAS, LAS PALMAS ENTERTAINMENT, INC. D/B/A AZUL TEQUILA (the "EVIP PARTICIPANT") is the tenant of the real property located at 111 NORTH 7TH STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Entertainment VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Entertainment VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to LAS PALMAS ENTERTAINMENT, INC. D/B/A AZUL TEQUILA for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "EVIP Participant" for the Project concerning the development on the Site.

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
CITY CLERK

APPROVED AS TO FORM:

J. Pandullo 1/15/10
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and 7th Street Properties, LLC ("Owner") and Las Palmas Entertainment, Inc. d/b/a Azul Tequila Nightclub ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Entertainment VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the building on the Property in accordance with this Agreement and the Entertainment VIP Guidelines (the "EVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of $75,000 and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and Tenant desires to participate in the Entertainment VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Tenant warrants that it has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of seventy-five thousand dollars **($75,000.00)** for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and Tenant shall have provided Agency with all the documents required for participation in the EVIP, as set forth in the EVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the EVIP Guidelines. Additionally, the Agency will not release any funds until the Tenant has secured a Tavern-Limited license and been issued a Certificate of Occupancy by the appropriate city department.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the EVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency

shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Entertainment VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Entertainment VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 8 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

OWNER

7TH STREET PROPERTIES, LLC

By: _____
Name: Frank Elam
Its: Owner

TENANT

LAS PALMAS ENTERTAINMENT, INC. D/B/A AZUL TEQUILA

By: _____
Name: Francisco Lara
Its: Principal

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eight (3) and in Block Twelve (12) of BUCK'S SUBDIVISION OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

7TH STREET PROPERTIES, LLC (Landlord)

and

FRANCISCO LARA (Tenant)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Seventh Street right-of-way and eastern abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 7TH STREET PROPERTIES, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into an Entertainment Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "EVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the EVIP Agreement and Grantee's Entertainment Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

7TH STREET PROPERTIES, LLC

By:_____
FRANK ELAM
Its: PRINCIPAL
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by FRANK ELAM as PRINCIPAL OF 7TH STREET PROPERTIES, LLC

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eight (3) and in Block Twelve (12) of BUCK'S SUBDIVISION OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Seventh Street right-of-way and eastern abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $75,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$75,000.00
Anytime during second year:	$60,000.00
Anytime during third year:	$45,000.00
Anytime during fourth year:	$30,000.00
Anytime during fifth year:	$15,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between SEVENTH STREET, LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 111 NORTH SEVENTH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-601-005; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Seventh Street right-of-way and southerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections. Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Business Development and any other city department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas in the Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by City. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latch sets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The City's Director of the Office of Business Development ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

   In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has

incurred maintenance costs under the terms of this agreement and shall state the amount, together with the fact that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Manager

OWNER: 7th Street Properties, LLC
2468 Ping Drive
Henderson, NV 89074
Attn: Frank Elam

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Director of the Office of Business Development in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48

hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date first stated above, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

7TH STREET PROPERTIES, LLC

By: _____ Date: _____
Name: FRANK ELAM
Title: PRINCIPAL

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
Name: OSCAR B. GOODMAN
Title: CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by FRANK ELAM as PRINCIPAL OF 7TH STREET PROPERTIES, LLC

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eight (3) and in Block Twelve (12) of BUCK'S SUBDIVISION OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Seventh Street right-of-way and eastern abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Demolition and Site Preparation**	**$16,500.00**
2.	**Construct Exterior Block Wall**	**$23,990.00**
3.	**Install Exterior Doors and Windows**	**$37,340.00**
4.	**Install Exterior Lighting**	**$14,900.00**
5.	**Construct Parapet and roof**	**$35,940.00**
6.	**Exterior Wall Framing and finishes (stucco and moldings)**	**$49.485.00**
	TOTAL ESTIMATED PROJECT COSTS	**$178,155.00**

Estimated EVIP Grant	$75,000.00
plus Contingency	$0
Maximum Reimbursement for EVIP Grant	**$75,000.00**

Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 180 days, depending on contractor's work schedule/work load.

ATTACHMENT 6-A

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name 7TH STREET PROPERTIES, LLC

Mailing Address 1023 WHITNEY RANCH DR HENDERSON, NV 89014

Business Phone 702 768 8853

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty X Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
FRANKLIN J. ELAN	1023 WHITNEY RANCH D	702 768-8853
FUMICO S. ELAN	HENDERSON NV 89014	7027688853

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature Franklin Elan MANAGER

Date 9/10/09

ADROUSHAN ARMENIAN
Notary Public State of Nevada
No. 06-105027-1
My appt. exp. Apr. 28, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

9/10/2009 (date) by

Franklin Elan (name of person)

Adroushan Armenian

Notary Public

ATTACHMENT 6-B

Please Print Legibly

VIP Disclosure of Ownership/Principals

Business - Page 1 of 2

VIP Contracting Entity Information

Name FRANCISCO HARA

Mailing Address 2728 Topaz CT LAS VEGAS NV 89121

Business Phone (702) 334-2267

Tax ID or Social Security Number 605-14-2860

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company_X_ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
FRANCISCO HARA	111 7th N ST LAS VEGAS NV	702-334-2267

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document VIP Disclosure of Ownership

Date of Attached Document 09-09-09

Number of Pages 2

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 20-10-09

State of Nevada
County of Clark

This instrument was acknowledged before me on

OCTOBER 20 2009 (date) by

Francisco Lara (name of person)

Elizabeth Chavez

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ELIZABETH CHAVEZ
No: 08-7710-1
My Appointment Expires June 27, 2012

ATTACHMENT 7

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, FRANCISCO HARO, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the DZUL TEQUILA a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1117 N 7TH ST ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   - a. Encourage the creation of new business or other appropriate development; ☒
   - b. Create jobs or other business opportunities for nearby residents; ☒
   - c. Increase local revenues from desirable sources; ☒
   - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   - f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☑ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or

   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. FL (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. FL (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. FL (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. FL (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 20 day of OCTOBER, 2009.

Authorized Signature: [signature]

SIGNED AND SWORN TO before me this 20 day of Oct, 2009, by Francisco Lara.

NOTARY PUBLIC [signature]
My Commission Expires: 6-27-12

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ELIZABETH CHAVEZ
No: 08-7710-1
My Appointment Expires June 27, 2012

ATTACHMENT 8

Please Print Legibly

VIP Real Property Owner Consent

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, FRANKLIN J. ELAN, owner and/or authorized representative of APN# 139-34-601-005 also commonly known as 111 N. 7TH ST. hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by FRANCISCO LARA, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 10th day of SEPTEMBER, 2009.

Authorized Representative: _____

SIGNED AND SWORN TO before

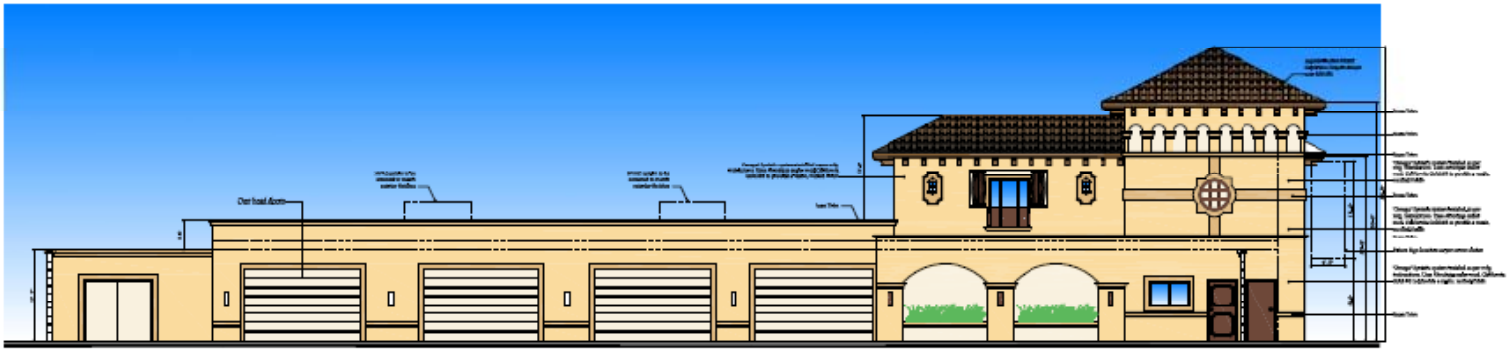
me this 10 day of September, 2009, by Franklin Elan.

NOTARY PUBLIC
My Commission Expires:

ADROUSHAN ARMENIAN
Notary Public State of Nevada
No. 06-105027-1
My appt. exp. Apr. 28, 2010

Before Photos – Azul Tequila Nightclub
(111 North 7th Street)

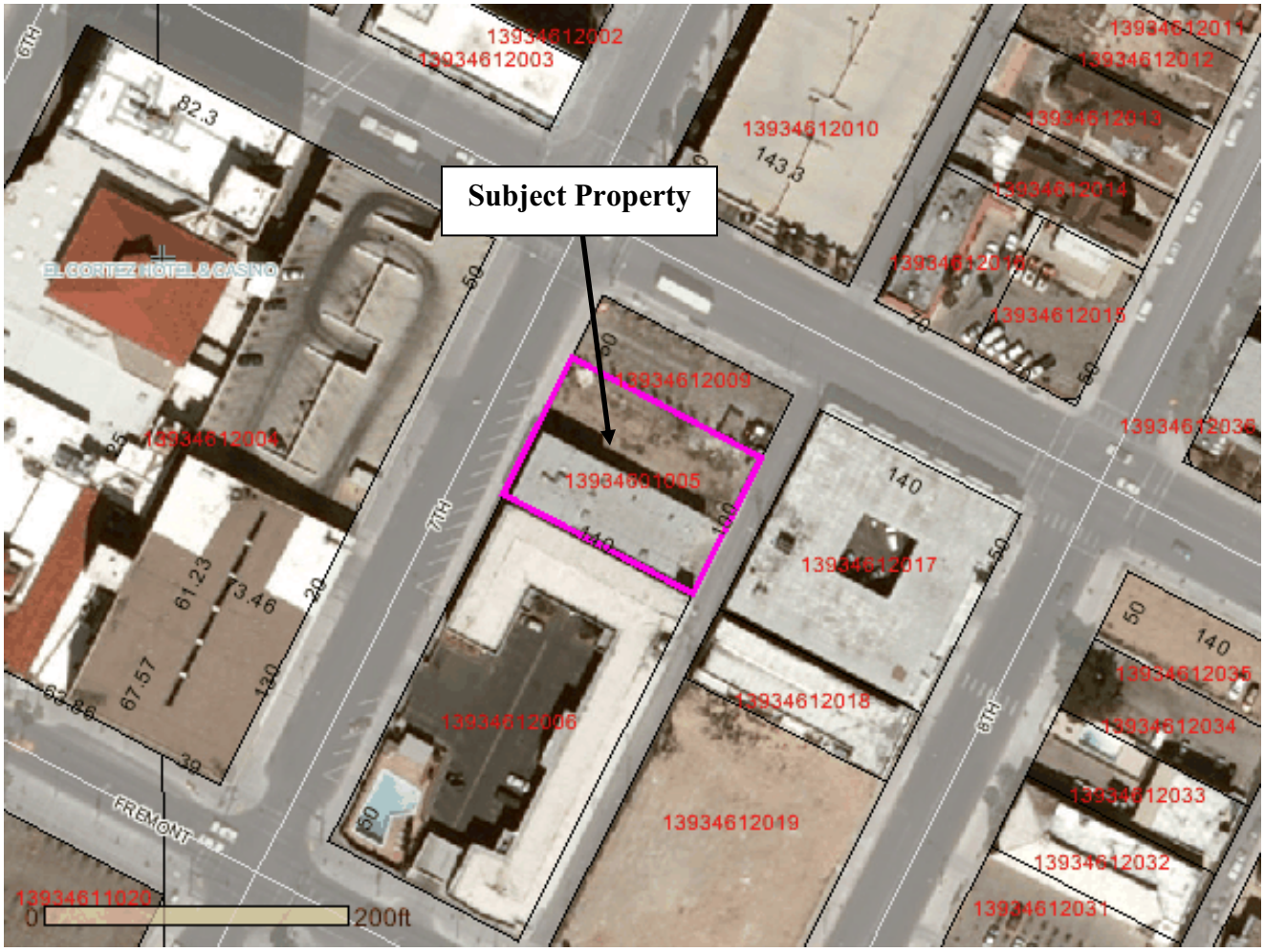
After Rendering – Azul Tequila Nightclub
(111 North 7th Street)



(Side view – Looking south from Ogden Street)

(Front view – Looking east on 7th Street)

SITE MAP – AZUL TEQUILA NIGHTCLUB
(111 North 7th Street)



City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-4-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and Amber Investment Company (Owner) and P & M Holdings, LLC, dba Golden Steer Steakhouse (Tenant and CVIP Participant) located at 308 West Sahara Avenue (APN 162-04-807-003) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 5 (RA-2-2010)]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting P & M Holdings, LLC, dba Golden Steer Steakhouse (CVIP Participant), with the cost of exterior improvements to the property located at 308 West Sahara Avenue. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-4-2010
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO. R-4-2010

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND AMBER INVESTMENT COMPANY ("OWNER") AND P & M HOLDINGS, LLC D/B/A GOLDEN STEER RESTAURANT ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-04-807-003

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, AMBER INVESTMENT COMPANY (the "OWNER") the owner of real property and improvements located at 308 WEST SAHARA AVENUE, and which parcel is commonly known as APN 162-04-807-003 (the "Site"); and

WHEREAS, P & M HOLDINGS, LLC D/B/A GOLDEN STEER RESTAURANT (the "CVIP PARTICIPANT") is a tenant of the real property located at 308 West Sahara Avenue and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to P & M HOLDINGS, LLC D/B/A GOLDEN STEER for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" for the Project concerning the development on the Site.

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
CITY CLERK

APPROVED AS TO FORM:

M. Ponticello 1/19/10
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and AMBER INVESTMENT COMPANY ("Owner") and P & M HOLDINGS, LLC D/B/A GOLDEN STEER RESTAURANT ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$50,000.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of thirty-four thousand dollars **($50,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 90 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency

shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

OWNER – AMBER INVESTMENT COMPANY

By: _____
STEPHEN A. WONG

Its: GENERAL MANAGER

TENANT – P & M HOLDINGS, LLC D/B/A GOLDEN STEER RESTAURANT

By: _____
MICHAEL J. SIGNORELLI

Its: PRESIDENT

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION

The real property hereinabove referred to is situated in the City of Las Vegas, County of Clark, State of Nevada, and is more particularly described as follows:

That Portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 21 South, Range 61 East, M.D.B.&M., described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 4; thence North 87°15'49" West along the South line of said Section 4 a distance of 1247.48 feet to the Southwest corner of MEADOWS ADDITION as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder of Clark County, Nevada; thence continuing North 87°15'49" West a distance of 149.12 feet to the true point of beginning; thence continuing North 87°15'49" West along the South line of Section 4, a distance of 269.77 feet to a point; thence North 2°44'11" East a distance of 174.00 feet to a point on the South boundary line of JUDY RICH TRACT as shown by map thereof on file in Book 4 of Plats, page 27, in the Office of the County Recorder of Clark County, Nevada; thence South 87°15'49" East along the above mentioned South boundary line and parallel to the South line of Section 4, a distance of 269.77 feet to a point; thence South 2°44'11" West a distance of 174.00 feet to the point of beginning.

EXCEPTING THEREFROM the interest in and to the South 40.00 feet thereof as conveyed for street purposes.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Amber Investment Company (Landlord)

and

P & M Holdings, LLC d/b/a Golden Steer Restaurant (Tenant)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the north Sahara Avenue right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-04-807-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AMBER INVESTMENT COMPANY ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

OWNER

AMBER INVESTMENT COMPANY

By:_____
STEPHEN WONG, GENERAL MANAGER
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2010 by STEPHEN WONG as GENERAL MANAGER OF AMBER INVESTMENT COMPANY.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION

The real property hereinabove referred to is situated in the City of Las Vegas, County of Clark, State of Nevada, and is more particularly described as follows:

That Portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 21 South, Range 61 East, M.D.B.&M., described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 4; thence North 87°15'49" West along the South line of said Section 4 a distance of 1247.48 feet to the Southwest corner of MEADOWS ADDITION as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder of Clark County, Nevada; thence continuing North 87°15'49" West a distance of 149.12 feet to the true point of beginning; thence continuing North 87°15'49" West along the South line of Section 4, a distance of 269.77 feet to a point; thence North 2°44'11" East a distance of 174.00 feet to a point on the South boundary line of JUDY RICH TRACT as shown by map thereof on file in Book 4 of Plats, page 27, in the Office of the County Recorder of Clark County, Nevada; thence South 87°15'49" East along the above mentioned South boundary line and parallel to the South line of Section 4, a distance of 269.77 feet to a point; thence South 2°44'11" West a distance of 174.00 feet to the point of beginning.

EXCEPTING THEREFROM the interest in and to the South 40.00 feet thereof as conveyed for street purposes.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the north Sahara Avenue right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $_____ (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$_____
Anytime during second year:	$_____
Anytime during third year:	$_____
Anytime during fourth year:	$_____
Anytime during fifth year:	$_____
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-04-807-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between AMBER INVESTMENT COMPANY hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 308 West Sahara Avenue, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.162-04-807-003; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and the westerly and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure

that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

    e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

   In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Amber Investment Company
132 Ninth Street, Suite 200
Oakland, CA 94607
Attn: Stephen Wong, General Manager

TENANT: P&M Holdings, LLC d/b/a Golden Steer Restaurant
308 West Sahara Avenue
Las Vegas, NV 89102
Michael Signorelli, President

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: STEPHEN WONG
Title: GENERAL MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF_____)
)ss.
COUNTY OF_____)

This instrument was acknowledged before me on the ____ day of _____, 2010 by STEPHEN WONG as GENERAL MANAGER OF AMBER INVESTMENT COMPANY.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION

The real property hereinabove referred to is situated in the City of Las Vegas, County of Clark, State of Nevada, and is more particularly described as follows:

That Portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 21 South, Range 61 East, M.D.B.&M., described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 4; thence North 87°15'49" West along the South line of said Section 4 a distance of 1247.48 feet to the Southwest corner of MEADOWS ADDITION as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder of Clark County, Nevada; thence continuing North 87°15'49" West a distance of 149.12 feet to the true point of beginning; thence continuing North 87°15'49" West along the South line of Section 4, a distance of 269.77 feet to a point; thence North 2°44'11" East a distance of 174.00 feet to a point on the South boundary line of JUDY RICH TRACT as shown by map thereof on file in Book 4 of Plats, page 27, in the Office of the County Recorder of Clark County, Nevada; thence South 87°15'49" East along the above mentioned South boundary line and parallel to the South line of Section 4, a distance of 269.77 feet to a point; thence South 2°44'11" West a distance of 174.00 feet to the point of beginning.

EXCEPTING THEREFROM the interest in and to the South 40.00 feet thereof as conveyed for street purposes.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the north Sahara Avenue right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Install Neon signage		**$45,859.00**
2. Painting		**$3,589.00**
3. Doors		**$2,970.00**
4. Awnings		**$9,985.00**
	TOTAL ESTIMATED PROJECT COSTS	**$62,403.00**
	20% Contingency (If Necessary)	**$12,480.60**
	TOTAL	**$74,883.60**

Estimated CVIP Grant	$31,201.50
plus Contingency (If necessary)	$6,240.30
Maximum Reimbursement for CVIP Grant	**$37,441.80**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 90 days after approval of Agreement and should be complete within 180 days.

ATTACHMENT 6-A

VIP Disclosure of Ownership/Principals

Please Print Legibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Amber Investment Company

Mailing Address 132 Ninth Street, Suite 200, Oakland, CA 94607

Business Phone (510) 891-9060

Tax ID or Social Security Number 94-2830928

Ownership Interest

Estate in Severalty_____ Tenancy in Common ✓ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
SAW LLC, General Partner	132 Ninth St, #200, Oakland, CA	(510)891-9060
Stephen Wong, Limited Partner	" " " " "	" "
Gayle Kong, Limited Partner	" " " " "	" "
Valerie Fong, Limited Partner	" " " " "	" "

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets*: 1

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 10/20/09

State of Nevada
County of Clark

This instrument was acknowledged before me on

_____(date) by

_____ (name of person)

See Attached Acknowledgment
Notary Public

ACKNOWLEDGMENT

VIP Disclousure of Ownership / Principals

State of California
County of Alameda)

On 10-20-09 before me, Richard A. Craig, notary public
(insert name and title of the officer)

personally appeared Stephen A. Wong,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MGC1 RICHARD CRAIG MGC1
COMM. #1746914
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
COMM. EXPIRES JUNE 6, 2011

ATTACHMENT 6-B

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name P&M HOLDINGS DBA GOLDEN STEER STEAK HOUSE

Mailing Address 308 W. SAHARA AVE, LAS VEGAS, NV 89102

Business Phone 702-384-4470

Tax ID or Social Security Number _____

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
MICHAEL J SIGNORELLI	308 W. SAHARA AVE, LV, NV	702-384-4470
SIGNORELLI/STROMBERG TRUST	SAME	SAME

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature Michael J. Signorelli

Date 10/26/09

State of Nevada
County of Clark

This instrument was acknowledged before me on

10/26/09 (date) by

MICHAEL J. SIGNORELLI (name of person)

Alice E. Lynwalter
Notary Public

ALICE E. LYNWALTER
Notary Public State of Nevada
No. 94-0067-1
My appt. exp. Mar. 15, 2010

ATTACHMENT 7

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
}ss:
COUNTY OF CLARK }

I, MICHAEL J SIGNORELLI, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the P & M HOLDINGS, LLC DBA: GOLDEN STEER STEAK HOUSE company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 308 West SAHARA ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   - a. Encourage the creation of new business or other appropriate development; ☐
   - b. Create jobs or other business opportunities for nearby residents; ☐
   - c. Increase local revenues from desirable sources; ☒
   - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☐
   - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   - f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or

   - c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or

   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. MJS (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. MJS (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. MJS (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 10/26/09 day of _____, _____.

Authorized Signature: Michael J. Signorelli

SIGNED AND SWORN TO before

me this 26th day of October 2009, by MICHAEL J. SIGNORELLI

Alice E. Lynwalter

NOTARY PUBLIC

My Commission Expires:

ALICE E. LYNWALTER
Notary Public State of Nevada
No. 94-0827-1
My appt. exp. Mar. 15, 2010

ATTACHMENT 8

Please Print Legibly

VIP Real Property Owner Consent

STATE OF ~~NEVADA~~ California }
COUNTY OF ~~CLARK~~ Alameda } ss:

I, Stephen A. Wong, owner and/or authorized representative of APN# 162-04-807-003 also commonly known as 308-332 W. Sahara Ave. Las Vegas, NV hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by P & M Holdings, LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 20th day of October, 2009.

Authorized Representative: [signature]

SIGNED AND SWORN TO before

me this 20th day of Oct, 2009, by Stephen A. Wong.

[signature]
NOTARY PUBLIC
My Commission Expires: June 8, 2011

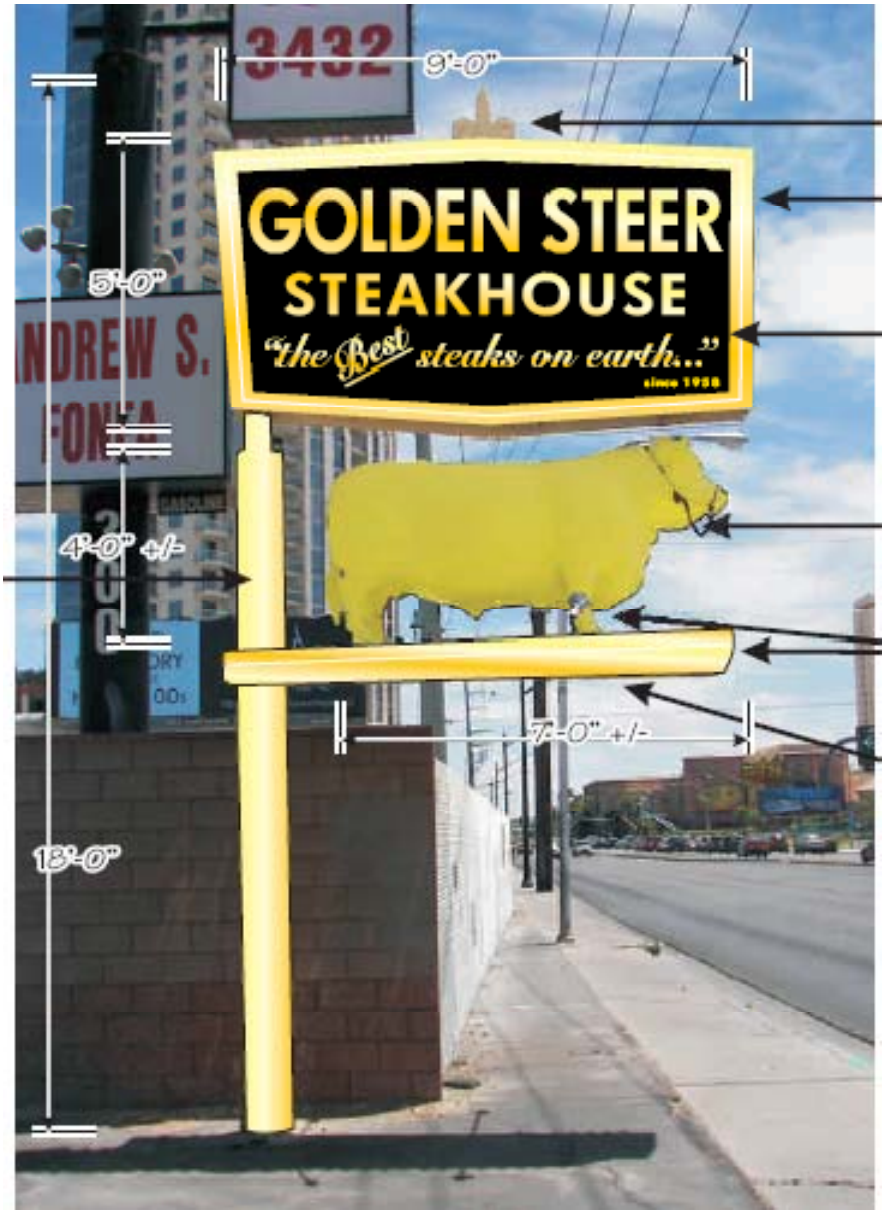
RICHARD CRAIG
COMM. #1746914
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
COMM. EXPIRES JUNE 8, 2011

Before Photos – Golden Steer Restaurant
(308 West Sahara Avenue)

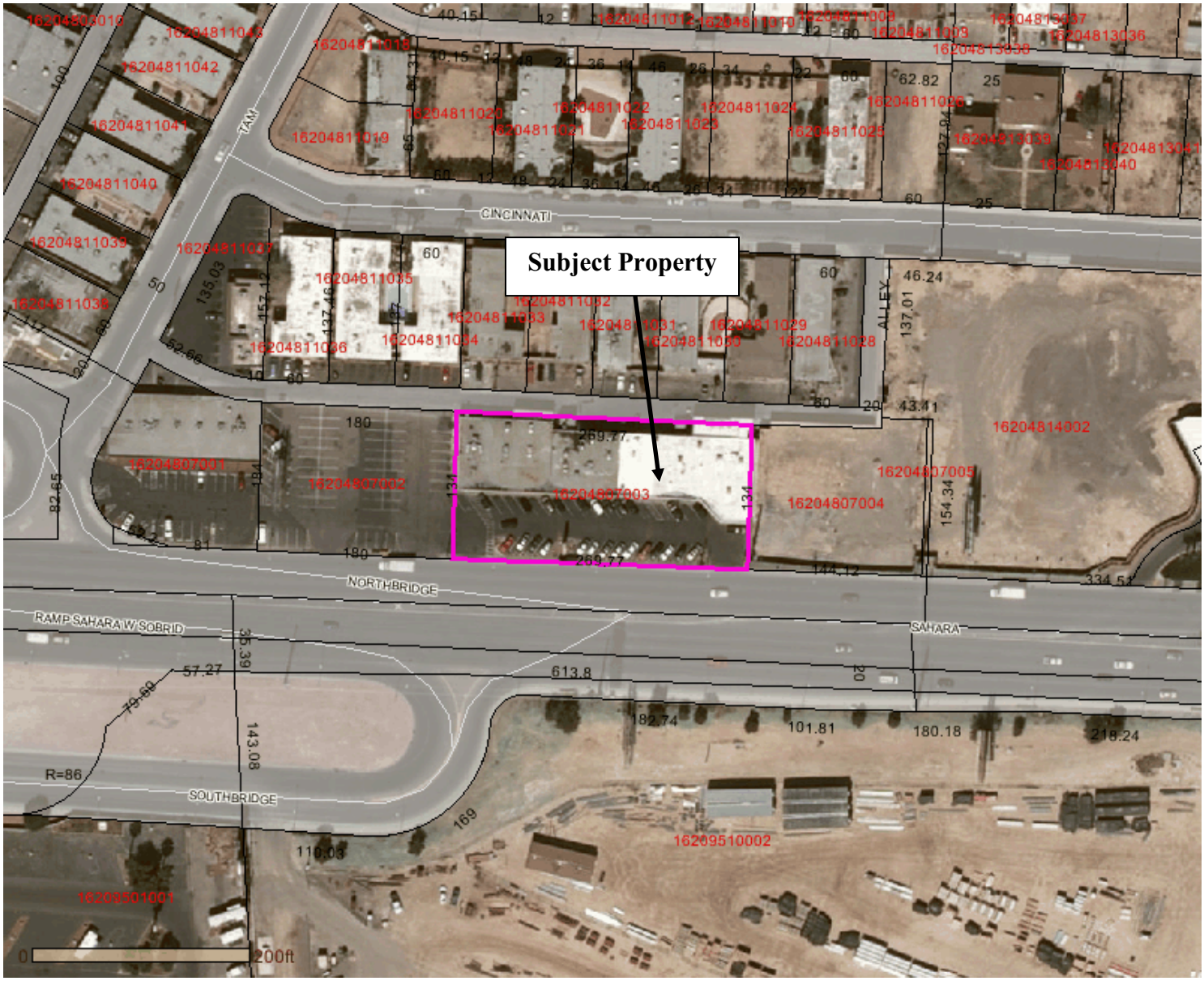
Before Photos – Golden Steer Restaurant
(308 West Sahara Avenue)

Before Photos – Golden Steer Restaurant
(308 West Sahara Avenue)

After Rendering – Golden Steer Restaurant
(308 West Sahara Avenue)



SITE MAP – GOLDEN STEER RESTAURANT
(308 West Sahara Ave.)



City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-5-2010 - Discussion and possible action regarding a Resolution finding the proposed Disposition and Development Agreement between Churchill Security Investments, LLC, and the City of Las Vegas for the development of a retail bank on approximately 40,000 square feet of vacant land within Las Vegas Enterprise Park located west of the southwest corner of Lake Mead Boulevard and Martin L. King Boulevard is in the best interest of the public (a portion of APN 139-21-313-005 and 009) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 40]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Pursuant to the terms of the Disposition and Development Agreement between Churchill Security Investments and the City of Las Vegas, Churchill Security Investment proposes to purchase an approximately 40,000 square foot vacant parcel from the city for $400,000. Churchill Security Investments will build a 4,195 square foot retail bank branch to fulfill a need in West Las Vegas, facilitate economic development for the community, and to accomplish the sale to and purchase by the Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution R-5-2010
2. Site Map

RESOLUTION NO. R-5-2010

RESOLUTION FINDING THAT THE PROPOSED SALE TO CHURCHILL SECURITY INVESTMENTS, LLC OF THE PROPERTY LOCATED IN LAS VEGAS ENTERPRISE PARK IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, the City of Las Vegas ("City") owns the certain parcel of real property located in Las Vegas Enterprise Park, as shown in Exhibit A (the "Property) of the DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CHURCHILL SECURITY INVESTMENTS, LLC, a Nevada limited liability company; and

WHEREAS, Las Vegas Enterprise Park is a business park owned by the City and is intended to provide sites for commercial development and job creation within in the heart of Historic West Las Vegas; and

WHEREAS, the City now desires to sell the Property to Churchill Security Investments, LLC for the purpose of facilitating development of the vacant land totaling forty thousand (+/- 40,000) square feet site located west of the southwest corner of West Lake Mead Boulevard and Martin L. King Boulevard to contribute to the City's economic development efforts by bringing approximately twenty (20) full time jobs to Las Vegas Enterprise Park; and

WHEREAS, the office tenant will have average annual payroll of over Nine Hundred Thousand Dollars ($900,000) which will fuel a much greater total economic impact from this project; and

WHEREAS, it is anticipated that the sale of the Property to Churchill Security Investments, LLC will have an average annual economic impact of approximately Six Million Five Hundred Thousand Dollars ($6,500,000) per year, to the community; and

WHEREAS, the total private investment will be at least Two Million Three Hundred Thousand dollars ($2,300.000) to develop this Property which development will generate an average annual assessed value on the developed Property of Two Million Six Hundred Thousand Dollars ($2,600,000); and

WHEREAS, the proposed sale of the Property to Churchill Security Investments, LLC in the amount of Four Hundred Thousand Dollars ($400,000) is fair market value or higher; and

WHEREAS, Nevada Revised Statute 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development, without offering it to the public, if the City Council finds, with this Resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to Churchill Security Investments, LLC qualifies under the above-referenced statute as a sale for purposes of economic development because such sale will facilitate the establishment of new commercial enterprises or facilities within the City; provide for the support, retention or expansion of existing commercial enterprises; and thereby create and/or retain opportunities for employment for the residents of the City; and

WHEREAS, the presence of Churchill Security Investments, LLC contributes significantly to the potential for successful development of the Property, potential that may not be as great if the Property is offered to the public at auction and is offered at a potentially higher price; and

WHEREAS, the City desires to encourage Churchill Security Investments, LLC to pursue additional development, which will encourage stability of property ownership, continuity of development and ongoing vitality of the area.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL HEREBY FINDS that the sale of the Property to Churchill Security Investments, LLC without offering it to the public at auction is for purposes of economic development and is in the best interests of the public.

PASSED, ADOPTED AND APPROVED THIS _____ day of _____, 2010.

CITY OF LAS VEGAS ("City")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K BRIDGES, MMC City Clerk

Date of City Council Approval:

_____
Date

APPROVED AS TO FORM:

J. Pandullo 1/22/10

Deputy City Attorney Date

Site Map

Legend

Churchill

0 135 270 540 Feet

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 2/3/2010 City Council Meeting pursuant to the 1/19/2010 Recommending Committee Meeting

First Reading – 1/6/2010; First Publication – 1/22/2010

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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL

Bill No. 2010-9 – Adopts an amended development agreement with the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada, regarding property located in the vicinity of Durango Drive and Oso Blanca Road. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will formalize the adoption of an amended development agreement with the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada, regarding property located in the vicinity of Durango Drive and Oso Blanca Road. The amendment, which is scheduled for approval by vote of the City Council at its February 3, 2010, meeting, will authorize additional extensions of time for the College to obtain a land patent beyond the single extension authorized in the original agreement.

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. 2010-9

BILL NO. 2010-9

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN AGREEMENT ENTITLED "AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts an amended development agreement with the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada, regarding property located in the vicinity of Durango Drive and Oso Blanca Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain amended development agreement entitled "Amended Development Agreement Between the City of Las Vegas and the Board of Regents of the Nevada System of Higher Education on Behalf of the College of Southern Nevada," which was approved by the City Council on February 3, 2010, and which is on file with the City Clerk's Office, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: This Ordinance, as well as the amended development agreement adopted by Section 1, shall be recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence,

clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 1-21-10
_____
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: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-10 – Authorizes the City Manager or a designee, rather than the City Council, to waive ordinance requirements pertaining to the undergrounding of electrical and similar distribution lines. Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Under current ordinance provisions, requirements pertaining to the undergrounding of electrical and similar distribution lines may be waived by the City Council. This bill will give the City Manager or a designee the option to waive such requirements where deemed appropriate, such as waiver requests that are minor or routine in nature.

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. 2010-10
2. Business Impact Statement

BILL NO. 2010-10

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER OR A DESIGNEE, RATHER THAN THE CITY COUNCIL, TO WAIVE ORDINANCE REQUIREMENTS PERTAINING TO THE UNDERGROUNDING OF ELECTRICAL AND SIMILAR DISTRIBUTION LINES UNDER CERTAIN CIRCUMSTANCES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, Director of Public Works

Summary: Authorizes the City Manager or a designee to waive ordinance requirements pertaining to the undergrounding of electrical and similar distribution lines.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 13, Chapter 52, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.52.170: (A) An application may be made to the Director of Public Works requesting approval [by the City Council] of a waiver of the requirements of this Chapter pertaining to underground installation of distribution lines for any of the following reasons:

(1) In cases of emergency where public health and safety would be jeopardized;

(2) Unavailability of materials necessary for underground installation;

(3) Topographical or subsurface conditions making such underground installations economically unreasonable or impractical; or

(4) Requiring the underground installation does not promote the purposes stated under Section 13.52.010 or is unreasonable due to other circumstances presented by the applicant.

(B) The approval authority may approve the application [shall be reviewed by the Director of Public Works who shall make recommendations for approval or denial to the City Council. After reviewing the recommendations of the Director of Public Works, the City Council shall approve the application] if it comes within one of the categories set out in Subsection (A) of this Section for which a waiver may be granted to the applicant.

(C) For purposes of Subsection (B) of this Section, the "approval authority" is:

(1) The City Manager or the City Manager's designee; or

(2) The City Council, if the City Manager determines that the nature and scope of the application warrants Council consideration.

SECTION 2: 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 3: 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 1-20-10
_____
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

BUSINESS IMPACT STATEMENT
BILL NO. 2010-10
(Authorizes the City Manager or a designee, rather than the City Council, to waive ordinance requirements pertaining to the undergrounding of electrical and similar distribution lines)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-10, that would authorize the City Manager or a designee, rather than the City Council, to waive ordinance requirements pertaining to the undergrounding of electrical and similar distribution lines.

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:

Possibility of expedited waiver requests

Direct effects:

Possibility of expedited waiver requests

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: January 20, 2010

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL

Bill No. 2010-11 – Authorizes the waiver of land development and zoning application fees on behalf of certain local and regional agencies. (TXT-36429) Proposed by: Elizabeth N. Fretwell, City Manager

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will authorize the City Manager to waive land development and zoning application fees on behalf of certain local and regional agencies. Those agencies currently include members of the Southern Nevada Regional Planning Coalition and agencies that work with the Coalition on local/regional air pollution and transportation issues.

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. 2010-11

BILL NO. 2010-11

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE WAIVER OF LAND DEVELOPMENT AND ZONING APPLICATION FEES ON BEHALF OF CERTAIN LOCAL AND REGIONAL AGENCIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Elizabeth N. Fretwell, City Manager

Summary: Authorizes the waiver of land development and zoning application fees on behalf of certain local and regional agencies.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 18, Chapter 22, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 30, reading as follows:

18.22.030: The City Manager may waive any fee referred to in the Fee Schedule on behalf of:

(A) Any member of the Southern Nevada Regional Planning Coalition; or

(B) Any entity with whom the Coalition is required to integrate long-term planning programs pursuant to NRS 278.02584.

SECTION 2: Title 19, Chapter 18, Section 10, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Fees.

(1) Adopted. The Director is authorized to charge fees related to the processing of applications in accordance with the Fee Schedule. The Fee Schedule set forth in Title 19 is hereby adopted as part of this Title and may be amended from time to time by resolution of the City Council.

(2) When Payable. Fees for filing applications and other requests under this Title are set forth in the Fee Schedule and are due at the time the application or request is filed.

(3) Additional Fees. With respect to any application under this Title that requires notification of a public hearing, the applicant shall also pay the notification and advertising costs identified in the Fee Schedule. Payment of those costs shall be made upon filing of the application.

(4) Waiver of Fees. The City Manager may waive any fee referred to in the Fee Schedule on behalf of:

(a) Any member of the Southern Nevada Regional Planning Coalition; or

(b) Any entity with whom the Coalition is required to integrate long-term planning programs pursuant to NRS 278.02584.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, LVMC 19.18.010 is deemed to be a subchapter rather than a section.

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 1-20-10
_____
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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL

Bill No. 2010-12 – Updates the City's zoning regulations pertaining to transit passenger facilities. (TXT-36430) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill update the City's zoning regulations pertaining to transit passenger facilities. The bill will specifically identify the category of "park and ride" facilities and establish the circumstances under which those and other transit passenger facilities may be approved either as a conditional use or by means of special use permit.

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. 2010-12

BILL NO. 2010-12

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S ZONING REGULATIONS PERTAINING TO TRANSIT PASSENGER FACILITIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates the City's zoning regulations pertaining to transit passenger facilities.

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 "Transit Passenger Facility," as found in the "Utilities, Communication and Transportation" element of Table 2, to read as follows:

USE: Transit Passenger Facility

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
																C	P|C	C	P	P

Description:
A facility, including a park and ride, for the loading and discharging of train or bus passengers.

Conditional Use Regulations:

1. The facility must be operated by a public entity.
2. The facility must be located along a collector or arterial street.
3. The principal operating hours of the of the commuter parking lot must not significantly conflict with those of other uses on the parcel.
4. The use must be ancillary to a primary use, and the number of parking spaces dedicated to commuter parking shall not exceed 10% of the total amount of parking required for the primary use under Chapters 19.04 and 19.10.

On-site Parking Requirements: To be determined on a case-by-case basis.

SECTION 2: 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 "Transit Passenger Facility" to read as follows:

"Transit Passenger Facility" means a facility, including a park and ride, for the loading and discharging of train or bus passengers.

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 adding thereto, at the appropriate location, the following term and its corresponding definition:

"Park and Ride" means a facility for the boarding and deboarding of transit vehicles that includes an area for the parking of commuters' vehicles in connection with their use of transit vehicles.

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.

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 1-20-10
_____
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.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - 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
6. Notice of Abeyance

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - 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)

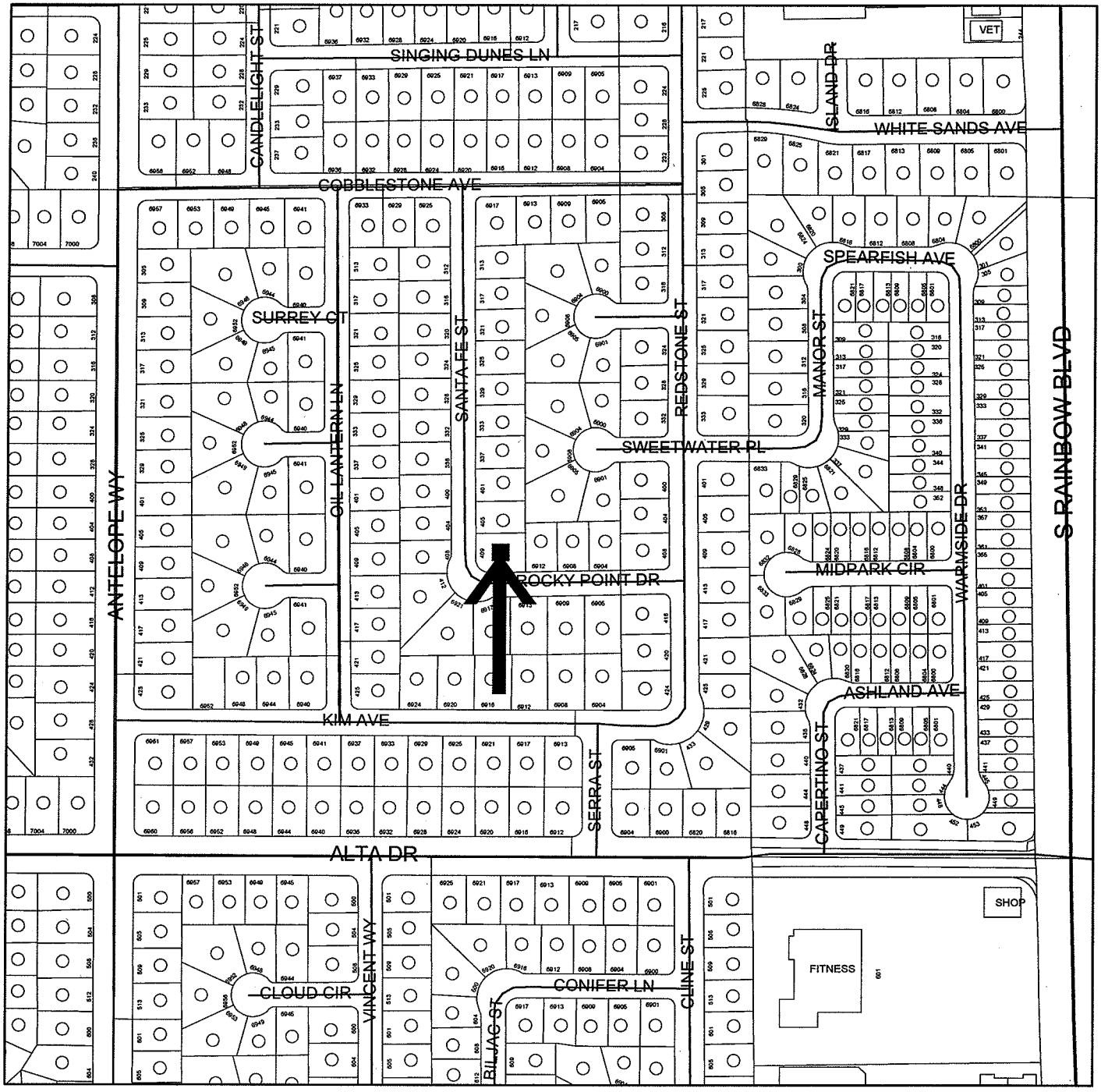
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with nuisance.

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.

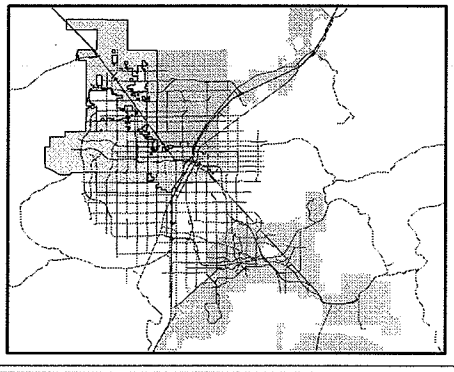
409 SANTA FE STREET
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

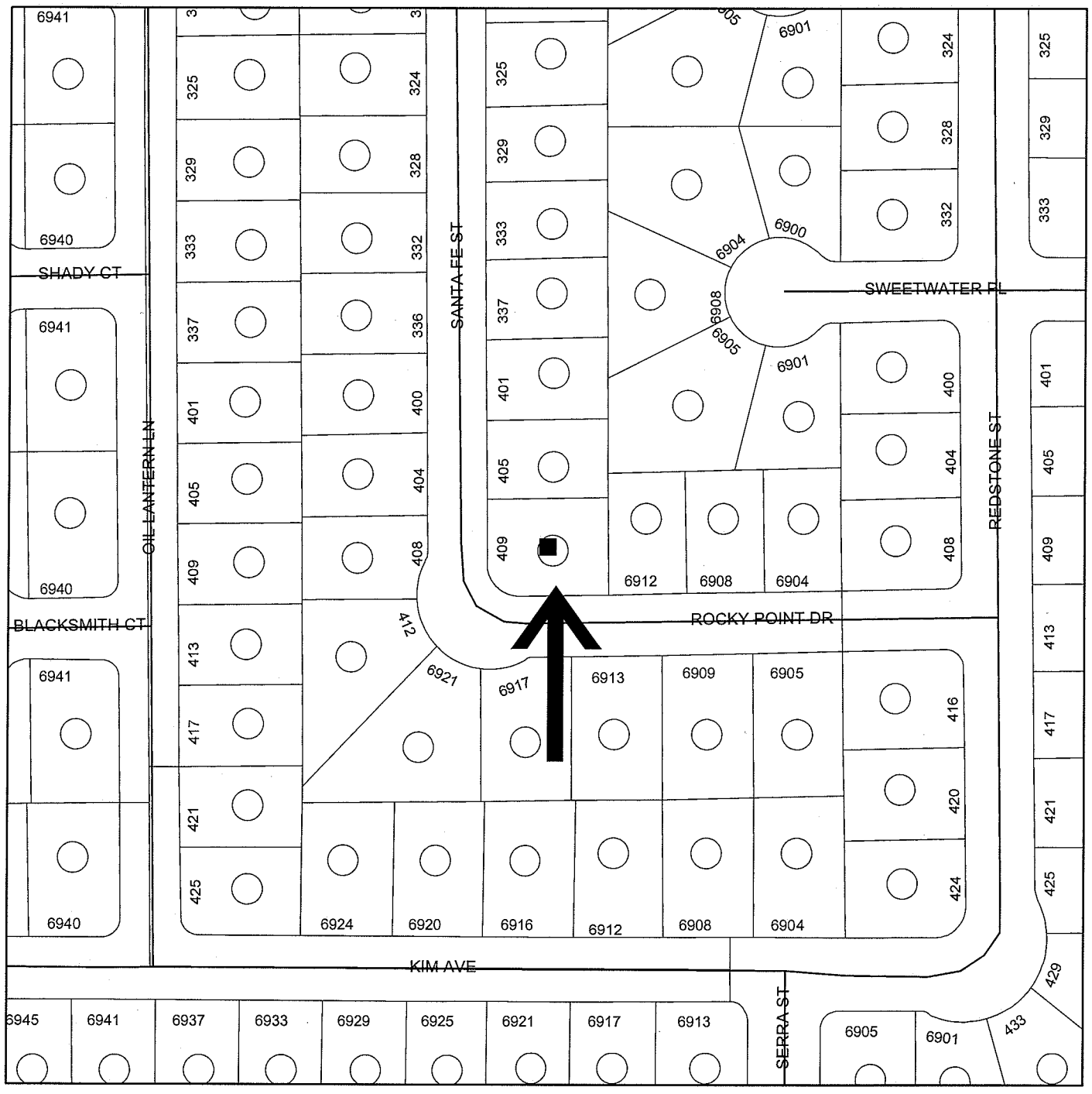


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

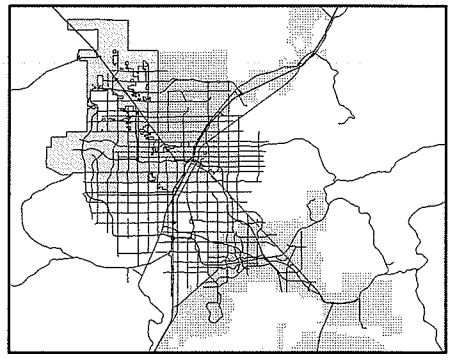
409 SANTA FE STREET
CROSS STREETS - ALTA//RAINBOW

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

Printed with environmentally friendly soy ink.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

1/6/2010 Abatement 409 Santa Fe St
George E. Graziadei, Esq.
Graziadei & Cantor, Ltd.
501 S. Rancho Drive #B-10
Las Vegas, Nevada 89106

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X D. Poirier ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* L. POIRIER C. Date of Delivery 12/14/09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7007 3020 0003 1596 9495

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

1/20/2010 Abatement 409 Santa Fe
George E. Graziadei, Esq.
Graziadei & Cantor, Ltd.
501 S. Rancho Drive, Suite B-10
Las Vegas, Nevada 89106

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* L. Polizzi C. Date of Delivery 12/23/09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7007 3020 0003 1596 9501

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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 21, 2010

CASE #56923
Certified/Regular Mail
Return Receipt Requested

Michael E. Pavich
409 Santa Fe Street
Las Vegas, NV 89145-5327

RE: Notice of Abeyance – 409 Santa Fe Street

Dear Property Owner:

At the City Council meeting held on January 20, 2010, Agenda Item #68 was held in abeyance and is now scheduled to be heard February 3, 2010 at 1:00 p. m. This hearing is in response to the Appeal received December 10, 2009 concerning the Notice and Order to Comply for the property located at 409 Santa Fe Street.

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: George E. Graziadei, Esq.

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 3156 Mediterranean Drive in the amount of $3,990.85 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: A P HOLDINGS LLC - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,990.85
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 graffiti and high vegetation. To date, there have been eight (8) inspections conducted at this location. The value of the property based on the sale date of January 2008 was $25,433.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $799 invoice for American Demolition services in addition to other fees assessed for a total of $3,990.85 and consider assessing a maximum of $38,050 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: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 3156 Mediterranean Drive in the amount of $3,990.85 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: A P HOLDINGS LLC – Ward 2 (Wolfson)

American Demolition completed work on September 16, 2009 at a cost of $799; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,990.85.

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.

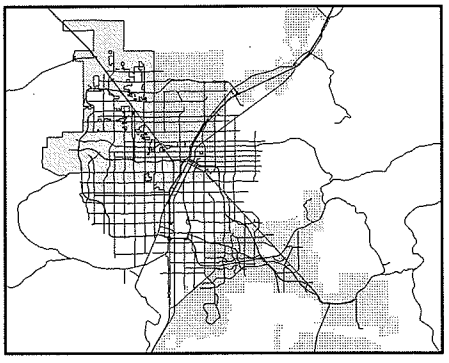
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

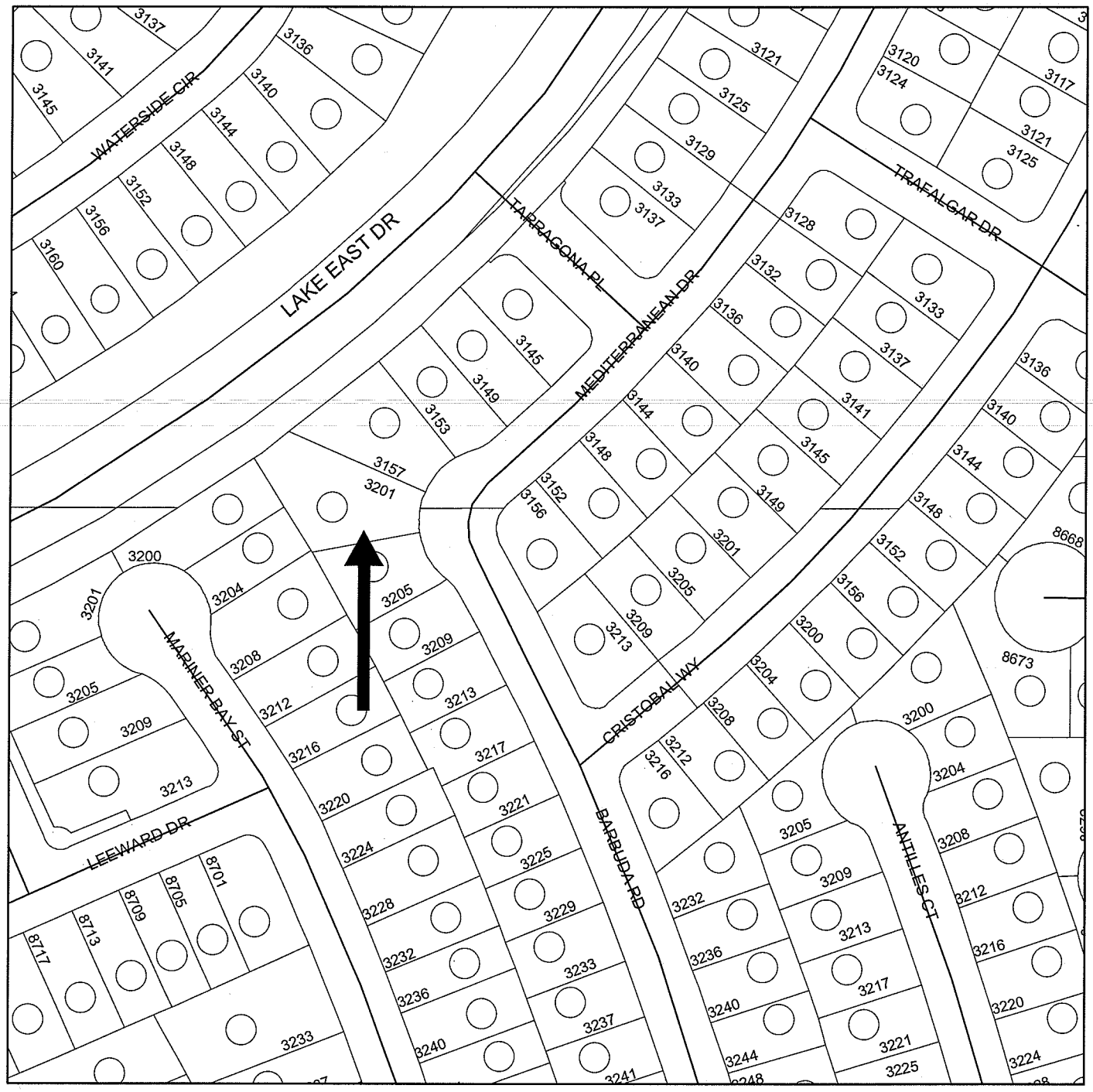


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
LAS VEGAS

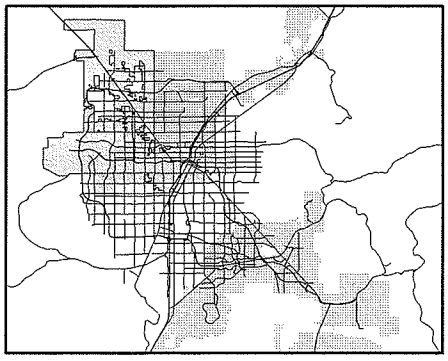
3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

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
LAS VEGAS

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: January 11, 2010

Re: Report of Expenses for the abatement of nuisance located at 3156 Mediterranean Drive - 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 graffiti and high vegetation. The abatement was completed by American Demolition on September 16, 2009 at a cost of $799.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all graffiti	$500.00
Remove all high vegetation	$299.00
AMOUNT DUE:	$799.00
Administrative Processing Fee:	$119.85
Sub-Total:	$918.85
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,990.85**
Daily Civil Penalties – 80 days @ $500 a day (excluding civil penalty fees already assessed) June 29, 2009 to September 16, 2009	**$38,050.00**
MAXIMUM TOTAL:	**$42,040.85**
OWNER OF RECORD	A P HOLDINGS LLC
PROPERTY ABATED:	3156 Mediterranean Drive
ASSESSOR PARCEL:	163-08-814-001
LEGAL DESCRIPTION:	BAYSIDE UNIT #1 PLAT BOOK 33 PAGE 73 LOT 1 BLOCK 3

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Praskovich

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

FEBRUARY 3, 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, FEBRUARY 3, 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 **3156 MEDITERRANEAN DRIVE.** The Director of Neighborhood Services certifies that the sum of **$3,990.85** was expended and Civil Penalties in the sum of **$38,050.00** may be imposed for a total of **$42,040.85.** Owner of record at time of abatement: **A P HOLDINGS LLC – 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

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CASENO 77750 CODEENF **02616-77**

Address: **3156 MEDITERRANEAN DR**

CITZ
504142

GRAFFITI ON VACANT HOUSE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16308814001	0.12 ACRE	BAYSIDE UNIT #1

Owner Information:

10-Aug-02	01-Dec-04	KIRNBAUER ANN LIVING TRUST
		3156 MEDITERRANEAN DR; LAS VEGAS, NV 89117-2332
08-May-08	15-May-08	A P HOLDINGS L L C % L VANEGAS
		7580 E GRAY RD #202; SCOTTSDALE, AZ 85260
15-May-08		A P HOLDINGS L L C % L VANEGAS
		7580 E GRAY RD #202; SCOTTSDALE, AZ 85260-3408
24-Jan-08	08-May-08	NETWORK FUNDING % G SCHNITZER ESQ
		1389 GALLERIA DR #200; HENDERSON, NV 89014-6686
01-Dec-04	17-Jan-08	KIRNBAUER ANN
		3156 MEDITERRANEAN DR; LAS VEGAS, NV 89117-2332
17-Jan-08	24-Jan-08	NETWORK FUNDING % G SCHNITZER ESQ
		1389 GALLERIA DR #200; HENDERSON, NV 89014

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
983955	Failed	5/5/2009	05/06/2009 15:20	05/06/2009 15:25	5
983955	Failed	5/15/2009	05/22/2009 15:45	05/22/2009 15:47	2
983955	Failed	6/30/2009	06/24/2009 14:35	06/24/2009 14:40	5
983955	Failed	7/6/2009	07/06/2009 16:25	07/06/2009 16:30	5
983955	Failed	7/31/2009	07/29/2009 17:25	07/29/2009 17:27	2
983955	Failed	8/25/2009	08/25/2009 13:19	08/25/2009 13:21	2
983955	Failed	9/9/2009	09/09/2009 13:00	09/09/2009 13:10	10
983955	Passed	9/15/2009	09/21/2009 11:57	09/21/2009 11:59	2
				Time in Minuets:	33

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-008	5/6/2009		side wall and interior walls in back
remove all graffiti			
AN-006	5/6/2009		Front
Remove all high vegetation over 8" from all areas of property. Maintain at all times.			
AN-006	5/6/2009		front
cut all high weeds/grass			
A-NUISVACANT	5/6/2009		here
secure			
A-NUISVACANT	7/6/2009	9/21/2009	House and propery
House must remain secure, clean and orderly			

CASENO 77750 CODEENF **02616-77**

A-NUISVACANT 7/6/2009

AN-008	7/6/2009	9/21/2009	Side wall and interior walls in back
Remove all graffiti from all areas of property. Maintain at all times.			
AN-006	7/6/2009	9/21/2009	Front yard
Remove all high vegetation from all yard areas. Maintain at all times.			
AN-003	9/21/2009	9/21/2009	Front door area and yard
Remove all trash, litter and refuse from property			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	10/1/2009 3:46:00 PM	LIDIA MCKENZIE	0
LM) VIDEO COMPLETED PER #25, PAID $799 TO AMERICAN DEMOLITION. - RECEIPT #261515			
VIDPST	9/21/2009 12:57:00 PM	ERIC MCCOY	-58
25) video of property- all violations abated by contractor.			
VIDREQ	9/8/2009 2:03:00 PM	LIDIA MCKENZIE	0
lm) received start date from AMERICAN DEMOLITION for 9/10/09 - sent request for PRE-ABATEMENT video to #25 (acting CE Supervisor) b/c #19 on vacation. cc'd #19 on e-mail request.			
BIDA	9/8/2009 8:17:00 AM	LIDIA MCKENZIE	0
LM) BID AWARDED TO AMERICAN DEMOLITION ($799)			
MISC	9/3/2009 2:59:00 PM	LIDIA MCKENZIE	0
lm) per #21 OK to cont w/abatement; submitted into Oracle; E-MAIL TO D. SMITH to approve REQ. #157390 for American Demolition in the amount of $799 for scope of work.			
MEET	9/2/2009 2:12:00 PM	ANTHONY GUARINO	0
21) refer to office continue abatement LM			
REFER	8/31/2009 7:17:00 AM	ERIC MCCOY	1
25) CASE SENT TO 19 WITH COLOR PICTURES FOR REFUSE BY FRONT DOOR (FLYERS, PHONE BOOK AND TRASH) GRAFFITI ON THE HOUSE AND INTERIOR WALLS OF BACKYARD AND FOR HIGH WEEDS IN ROCK LANDSCAPE.			
MISC	8/7/2009 2:12:00 PM	LIDIA MCKENZIE	0
LM) REG MAIL ADDRESSED TO: A P HOLDINGS, LLC % L VANEGAS @ 7580 E GRAY RD., #202- SCOTTSDALE, AZ 85260 - RETURNED: "RETURN TO SENDER - NOT DELIVERABLE AS ADDRESSED; UNABLE TO FORWARD"			
MISC	8/4/2009 2:10:00 PM	LIDIA MCKENZIE	0
LM) CERT MAIL ADDRESSED TO: A P HOLDINGS, LLC % L VANEGAS @ 7580 E GRAY RD., #202- SCOTTSDALE, AZ 85260 - RETURNED: "RETURN TO SENDER - NOT DELIVERABLE AS ADDRESSED; UNABLE TO FORWARD"			
MISC	7/28/2009 8:56:00 AM	LIDIA MCKENZIE	0
LM) scanned and SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER A P HOLDINGS c/o L VANEGAS @ 7580 E Gray Rd. #202, Scottsdale, AZ; c/b 8-7-09			
BIDR	7/24/2009 1:57:00 PM	LIDIA MCKENZIE	0
LM) BIDS RECEIVED: (1) AMERICAN DEMOLITION - $799; (2) NDX - $1,549			
BIDS	7/21/2009 10:14:00 AM	LIDIA MCKENZIE	0
lm) BIDS SENT TO ALL CONTRACTORS; DUE 7/24/09			
REFER	7/14/2009 2:00:00 PM	ERIC MCCOY	1
25) file to 19 for review to forwqard for bids for 1) HIGH WEEDS IN ALL YARDS 2) GRAFFITI ON REAR WALLS			
RESEAR	7/14/2009 1:53:00 PM	ERIC MCCOY	2
25) ASSESSORS- no new owner			
RESEAR	7/14/2009 1:52:00 PM	ERIC MCCOY	1
25) RECORDERS- no new information			
MISC	6/25/2009 1:46:00 PM	LIDIA MCKENZIE	0
LM) CERT GREEN CARD ADDRESSED TO: A P HOLDINGS, LLC - c/o L. VANEGAS @ 7580 E GRAY RD, #202 IM SCOTTSDALE, AZ- RECEIVED SIGNED.			

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: 03696.

NOTICE	6/19/2009 3:14:00 PM	LIDIA MCKENZIE	0

LM) AFTER REVIEW & OK BY #19 MAILED N&O TO: A P HOLDINGS, LLC @ 7580 E GRAY RD #202, SCOTTSDALE, ZA, % L. VANEGAS; C/B 6-30. TO #25 FOR POSTING; TO JL FOR RECORDING.

REFER	6/8/2009 4:00:00 PM	ERIC MCCOY	1

25) case sent to 19 to review for N&O

FORCLO	6/8/2009 3:56:00 PM	ERIC MCCOY	1

25) recorders dates default loan 12/08

RESEAR	6/8/2009 3:55:00 PM	ERIC MCCOY	1

25) WHITE PAGES- no listing for ap Holding by name or address in AZ

RESEAR	6/8/2009 3:54:00 PM	ERIC MCCOY	1

25) RECORDERS- 12/08 *default*

RESEAR	6/8/2009 3:53:00 PM	ERIC MCCOY	1

25) MERS-no listing by address or AP holdings

RESEAR	6/8/2009 3:53:00 PM	ERIC MCCOY	1

25) INTERNET- AP HOLDINGS-nothing

MISC	5/15/2009 2:09:00 PM	TASHA DOWNTON	0

WEB COMPLAINT(504142): house is being used by drug addicts, gang members, this place is a hang out for these elements, graffiti inside/outside of home, for safety....

Time in minuets: **-47**

APN 163-08-814-001
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **A P HOLDINGS LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-08-814-001**
Commonly known as: **3156 Mediterranean Drive**
Legal Description: **BAYSIDE UNIT #1**
PLAT BOOK 33 PAGE 73
LOT 1 BLOCK 3

On **September 16, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,990.85** 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 **$38,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$42,040.85** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 3, 2010** ordered the above charges in the amount of **$42,040.85**, 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 February, 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 #77750

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 8401 Telescope Peak Court in the amount of $4,284.50 (General Fund) and assess a maximum of $29,050 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,284.50
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 remove all trash and dead tree. To date, there have been eight (8) inspections conducted at this location. The value of the property based on the sale date of October 2009 was $158,140.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $750 invoice for American Demolition services in addition to other fees assessed for a total of $4,284.50 and consider assessing a maximum of $29,050 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: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 8401 Telescope Peak Court in the amount of $4,284.50 (General Fund) and assess a maximum of $29,050 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS – Ward 2 (Wolfson)

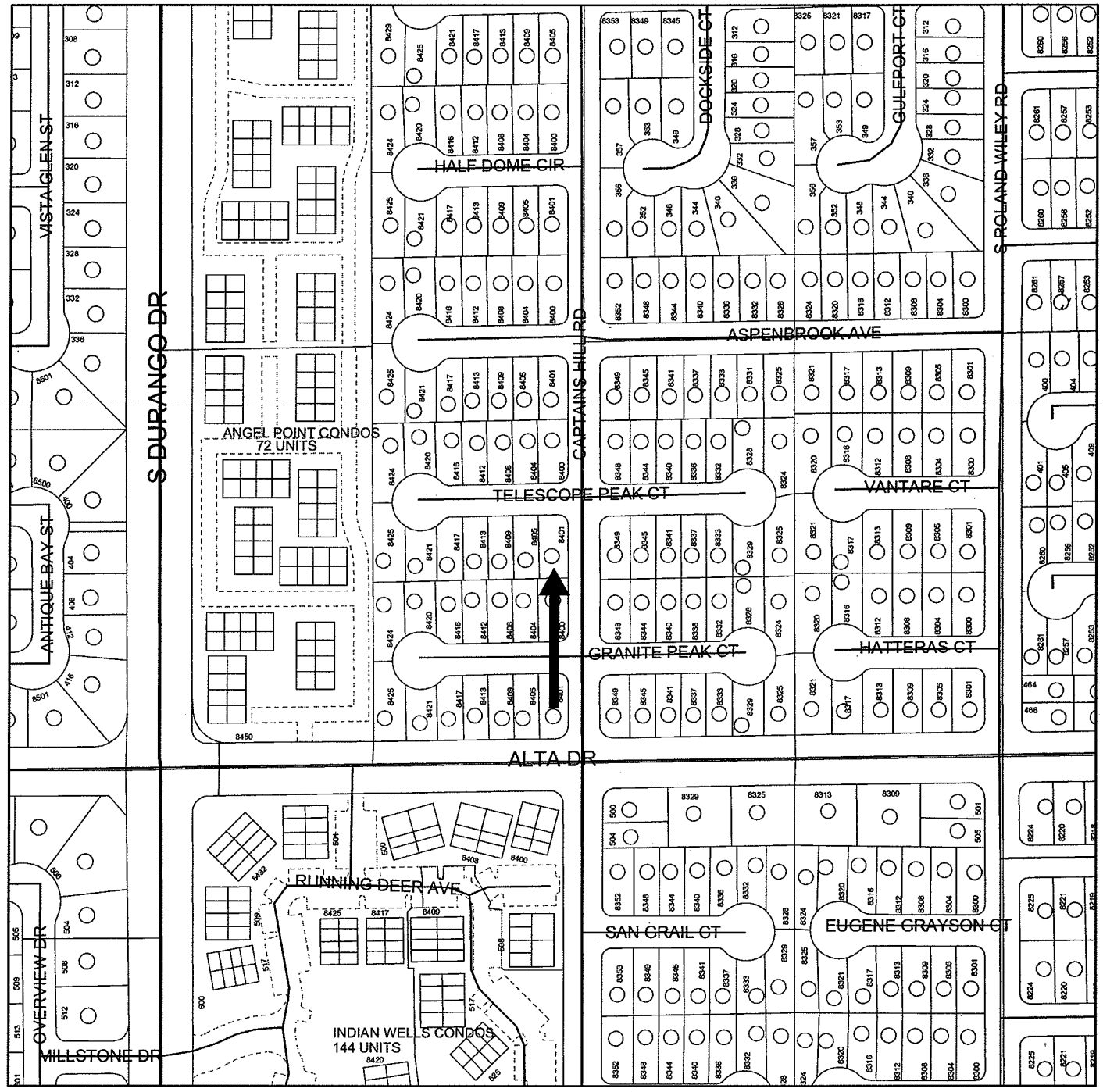
American Demolition completed work on October 15, 2009 at a cost of $750; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; $350 pool pumping fee; plus a 15% administrative fee for a total of $4,284.50.

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.

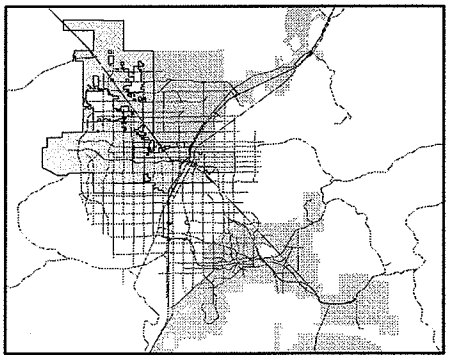
8401 TELESCOPE PEAK COURT
CROSS STREETS - ALTA//DURANGO

City of Las Vegas Vicinity Map



N

0 130 260 520 Feet

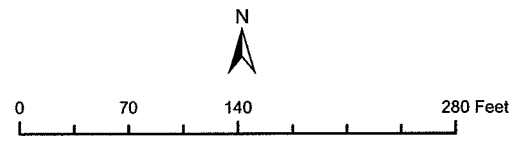


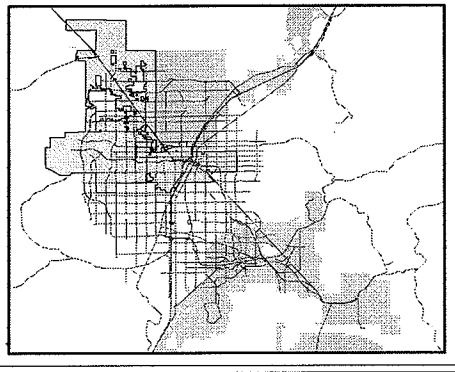
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

8401 TELESCOPE PEAK COURT
CROSS STREETS - ALTA//DURANGO

City of Las Vegas Vicinity Map





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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: January 11, 2010

Re: Report of Expenses for the abatement of nuisance located at 8401 Telescope Peak 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 trash and dead tree. The abatement was completed by American Demolition on October 15, 2009 at a cost of $750.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and dead tree	$750.00
AMOUNT DUE:	$750.00
Administrative Processing Fee:	$112.50
Pool pumped by RRT	$350.00
Sub-Total:	$1,212.50
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$4,284.50**
Daily Civil Penalties – 62 days @ $500 a day (excluding civil penalty fees already assessed) August 15, 2009 to October 15, 2009	**$29,050.00**
MAXIMUM TOTAL:	**$33,334.50**
OWNER OF RECORD	BANK DEUTSCHE NATIONAL TR CO TRS
PROPERTY ABATED:	8401 Telescope Peak Court
ASSESSOR PARCEL:	138-33-221-057
LEGAL DESCRIPTION:	ALTA VIEW WEST PHASE 2 & 3 PLAT BOOK 53 PAGE 19 LOT 57

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 Praeppvich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 3, 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, FEBRUARY 3, 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 **8401 TELESCOPE PEAK COURT.** The Director of Neighborhood Services certifies that the sum of **$4,284.50** was expended and Civil Penalties in the sum of **$29,050.00** may be imposed for a total of **$33,334.50.** Owner of record at time of abatement: **BANK DEUTSCHE NATIONAL TR CO 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.

the swimming pool at this location is not being maintained. The pool water is green and looks like it is starting to breed mosquitos and other potentially hazardous insects.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13833221057	0.1 ACRE	ALTA VIEW WEST PHASE 2 & 3

Owner Information:

29-Sep-04	26-Jan-06	DIEDERICH DAVID 8401 TELESCOPE PEAK CT; LAS VEGAS, NV 89145-5428
22-Oct-09	29-Oct-09	BANK DEUTSCHE NATIONAL TR CO TRS % HOME LOAN SERV INC 150 ALLEGHENY CENTER; PITTSBURG, PA 15212
29-Oct-09		BANK DEUTSCHE NATIONAL TR CO TRS % HOME LOAN SERV INC 150 ALLEGHENY CENTER; PITTSBURG, PA 15212-5335
10-Aug-02	24-Sep-03	BELL GREGORY S & SUZANNE 8401 TELESCOPE PEAK CT; LAS VEGAS, NV 89145-5428
26-Jan-06	22-Oct-09	BRYAN SYLVIA 8401 TELESCOPE PEAK CT; LAS VEGAS, NV 89145-5428
24-Sep-03	29-Sep-04	NGUYEN NGHIA TRONG & CHI THI SAIN LANCE 8401 TELESCOPE PEAK CT; LAS VEGAS, NV 89145-5428

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
983955	Failed	6/4/2009	06/11/2009 16:34	06/11/2009 16:37	3
983955	Failed	6/22/2009	06/22/2009 15:31	06/22/2009 15:33	2
984747	Failed	8/6/2009	08/06/2009 10:13	08/06/2009 10:18	5
983955	Failed	8/24/2009	08/27/2009 11:23	08/27/2009 11:31	8
983955	Failed	9/10/2009	09/11/2009 13:57	09/11/2009 13:58	1
983955	Failed	9/21/2009	09/21/2009 15:04	09/21/2009 15:07	3
983955	Failed	10/19/2009	10/05/2009 10:00	10/05/2009 10:05	5
983955	Passed	11/4/2009	11/03/2009 10:01	11/03/2009 10:16	15
				Time in Minuets:	**42**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-002	6/11/2009		rear
pdrain			
AB-010	6/11/2009		rear
drain or return to fresh water and maintain			
AN-003	6/22/2009		front
remove abandoned household belongings (basketball hoop, furniture, wood, etc)			
AN-003	6/22/2009	11/3/2009	Front
Remove abandoned household belongings (basketball hoop, furniture, wood, etc)			

CASENO 78640 CODEENF **02417-51**

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	11/4/2009 9:58:00 AM	LAURA DEARMOND	0
Ld) $750 PAID TO AMERICAN DEMOLITION			
VIDPST	11/3/2009 9:30:00 AM	ERIC MCCOY	10
25) PROPERTY CLEAN AND SECURE. ALL VIOLATIONS ABATED. NO AGENT SIGN OR KEY BOX			
LETTER	10/29/2009 11:59:00 AM	LAURA DEARMOND	0
Ld) CERTIFIED LETTERS TO OWNER Sylvia Bryan 8401 Telescope Peak Court Las Vegas, NV 89145-5428/1000 Duckhorn Court, Apt 205 Las Vegas, NV 89144 RETURNED UNCLAIMED UNABLE TO FORWARD			
PHONE	10/20/2009 3:53:00 PM	TASHA DOWNTON	0
t/c with Mike from Coldwell banker--wants fees waived since the bank just obtain property; told mike that this is still an active case with potential for add'l fees and referred him to insp #25.			
VIDREQ	10/20/2009 7:43:00 AM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMO INVOICE & SENT VIDEO REQUEST EMAIL TO #19			
VIDREQ	10/6/2009 7:21:00 AM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMO START DATE TODAY 10-6 & SENT VIDEO REQUEST EMAIL TO #19			
MEMO	10/5/2009 10:15:00 AM	ERIC MCCOY	1
25) awaiting video			
BIDA	9/30/2009 7:50:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO AMERICAN DEMOLITION			
EMAIL	9/22/2009 3:00:00 PM	LAURA DEARMOND	0
Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #158273 $750 TO AMERICAN DEMOLITION			
DIRECT	9/22/2009 2:44:00 PM	ANTHONY GUARINO	0
21)abatement ok..refer to office to proceed			
REFER	9/22/2009 8:53:00 AM	ERIC MCCOY	1
25) CASE FORWARDED FOR 21 TO REVIEW ABATEMENT OF LITTER/TRASH/BASKETBALL HOOP AND ABANDONED HOUSEHOLD ITEMS ON FRONT AND SIDES OF PROPERTY			
LETTER	9/14/2009 7:10:00 AM	LAURA DEARMOND	0
Ld) CERTIFIED LETTERS TO OWNER Sylvia Bryan 8401 Telescope Peak Court Las Vegas, NV 89145-5428/1000 Duckhorn Court, Apt 205 Las Vegas, NV 89144 RETURNED UNCLAIMED UNABLE TO FORWARD			
NOPOST	9/11/2009 1:57:00 PM	ERIC MCCOY	1
25) N&O TEN DAY posted pic			
NOTICE	9/10/2009 3:28:00 PM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Sylvia Bryan 8401 Telescope Peak Court Las Vegas, NV 89145-5428/1000 Duckhorn Court, Apt 205 Las Vegas, NV 89144			
BIDR	9/10/2009 3:12:00 PM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) AMERICAN DEMOLITION $750 (2) WEAVER CONSTRUCTION $1,100			
BIDS	9/3/2009 8:42:00 AM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 9-9			
REFER	8/31/2009 8:34:00 AM	ERIC MCCOY	1
25) CASE SENT TO 19 FOR BIDS BY CONTRACTOR TO REMOVE ABANDONED HOUSEHOLD ITEMS IN FRONT AND REAR AREAS			
MISC	8/14/2009	ELIZABETH DOUGLAS	0
PLACED N & O RECORDED 8/13/09 IN FILE.			
RECORD	8/13/2009 1:52:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance Notice and Order to Comply dated August 5, 2009 at Clark County. Recorded in Book: 20090813 Inst: 01573			
NOPOST	8/6/2009 10:13:00 AM	ERIC MCCOY	5
25) N&O posted -no chnage			
NOTICE	8/5/2009 2:20:00 PM	LAURA DEARMOND	0
Ld) SENT NUISANCE N&O TO COMPLY TO OWNER Sylvia Bryan 8401 Telescope Peak Court Las Vegas, NV 89145-5428/1000 Duckhorn Court, Apt 205 Las Vegas NV 89144-0874			

MISC	8/3/2009 11:19:00 AM	TASHA DOWNTON	0

WEB COMPLAINT (522360): Home on 8401 Telescope Peak has been empty for a little over 3 months, with some furniture and other items left in front of garage. Plants are dying. Home has a pool, which I assume is turning black by now if was left full.

MEMO	8/3/2009 9:47:00 AM	ERIC MCCOY	1

25) dont have N&O awaiting copy c/b 8/7

MISC	7/30/2009 10:18:00 AM	TASHA DOWNTON	0

WEB COMPLAINT: (521958): Property looks abandoned...dead vegetation is very visible from the street...junk or trash (furniture etc.)are dumped right in front of the garage and at the side of the house...

MISC	7/30/2009 10:18:00 AM	TASHA DOWNTON	0

WEB COMPLAINT: (521958): Property looks abandoned...dead vegetation is very visible from the street...junk or trash (furniture etc.)are dumped right in front of the garage and at the side of the house...also there's a pool in the back which should be loo

REVIEW	7/24/2009 3:11:00 PM	VICKI OZUNA	0

19) Reviewed case and notice/order request. Approved and file to LD.

REFER	7/21/2009 4:00:00 PM	ERIC MCCOY	1

25) case ref to 19 to review for N&O to remove REFUSE & ABANDONED PROPERTY trash, furniture, basketball hoop, litter,)

RESEAR	7/21/2009 2:25:00 PM	ERIC MCCOY	2

25) ASSESSORS- no other properties

RESEAR	7/21/2009 2:06:00 PM	ERIC MCCOY	5

25) RECORDERS- ** DEFAULT*** 7/7/08 no new owner

RESEAR	7/21/2009 2:05:00 PM	ERIC MCCOY	5

25) MERS LINK-off line / ????

RESEAR	7/21/2009 2:00:00 PM	ERIC MCCOY	2

25) ZABA- no hits by name in NV

RESEAR	7/21/2009 1:57:00 PM	ERIC MCCOY	2

25) WHITE PAGES- nothing at this address, Duckhorn or by name

RESEAR	7/21/2009 1:54:00 PM	ERIC MCCOY	1

25) SEWER- 1000 Duckhorn ct apt# 205 LV NV 89144 no ph#

CHECK	7/16/2009 1:46:00 PM	ERIC MCCOY	1

25) no change in front/ pool in back pumped by rrt/pic case to be turned into and N&O for REFUSE AND ABANDONED PROPERTY. (wood, basketball hoop, chair, door,plastic storage bin, old rug, trash, fallen branches, litter)

RRT WK	6/25/2009	TASHA DOWNTON	0

per rrt--maint1: pool pumped on 6-25-09; see csr 512404

Time in minuets: **39**

APN 138-33-221-057
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **BANK DEUTSCHE NATIONAL TR CO TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-33-221-057**
Commonly known as: **8401 Telescope Peak Court**
Legal Description: **ALTA VIEW WEST PHASE 2 & 3**
PLAT BOOK 53 PAGE 19
LOT 57

On **October 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 **$4,284.50** 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 **$29,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$33,334.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 3, 2010** ordered the above charges in the amount of **$33,334.50**, 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 February, 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 #78640

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 104 Hillsway Drive in the amount of $3,867.85 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: CRMSI REMIC SERIES 2007-01 C/O CITIFINANCIAL MTGE CO INC - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,867.85
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 board all open doors and windows on main structure; remove trash, patio cover, high vegetation, and metal shed. To date, there have been seven (7) inspections conducted at this location. The value of the property based on the sale date of December 2009 was $281,685.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,299 invoice for American Demolition services in addition to other fees assessed for a total of $3,867.85 and consider assessing a maximum of $38,050 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.

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 3, 2010
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 104 Hillsway Drive in the amount of $3,867.85 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: CRMSI REMIC SERIES 2007-01 C/O CITIFINANCIAL MTGE CO INC – Ward 3 (Reese)

American Demolition completed work on September 22, 2009 at a cost of $1,299; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,867.85.

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 Vacant or Abandoned Dangerous Building 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.

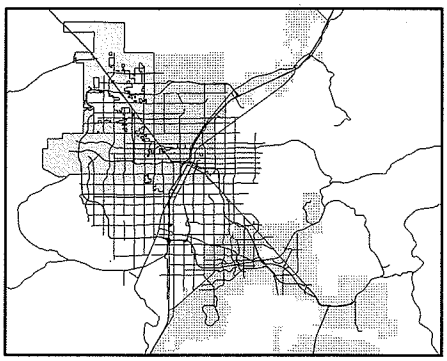
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

104 HILLSWAY DRIVE
CROSS STREETS MARION//STEWART

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet



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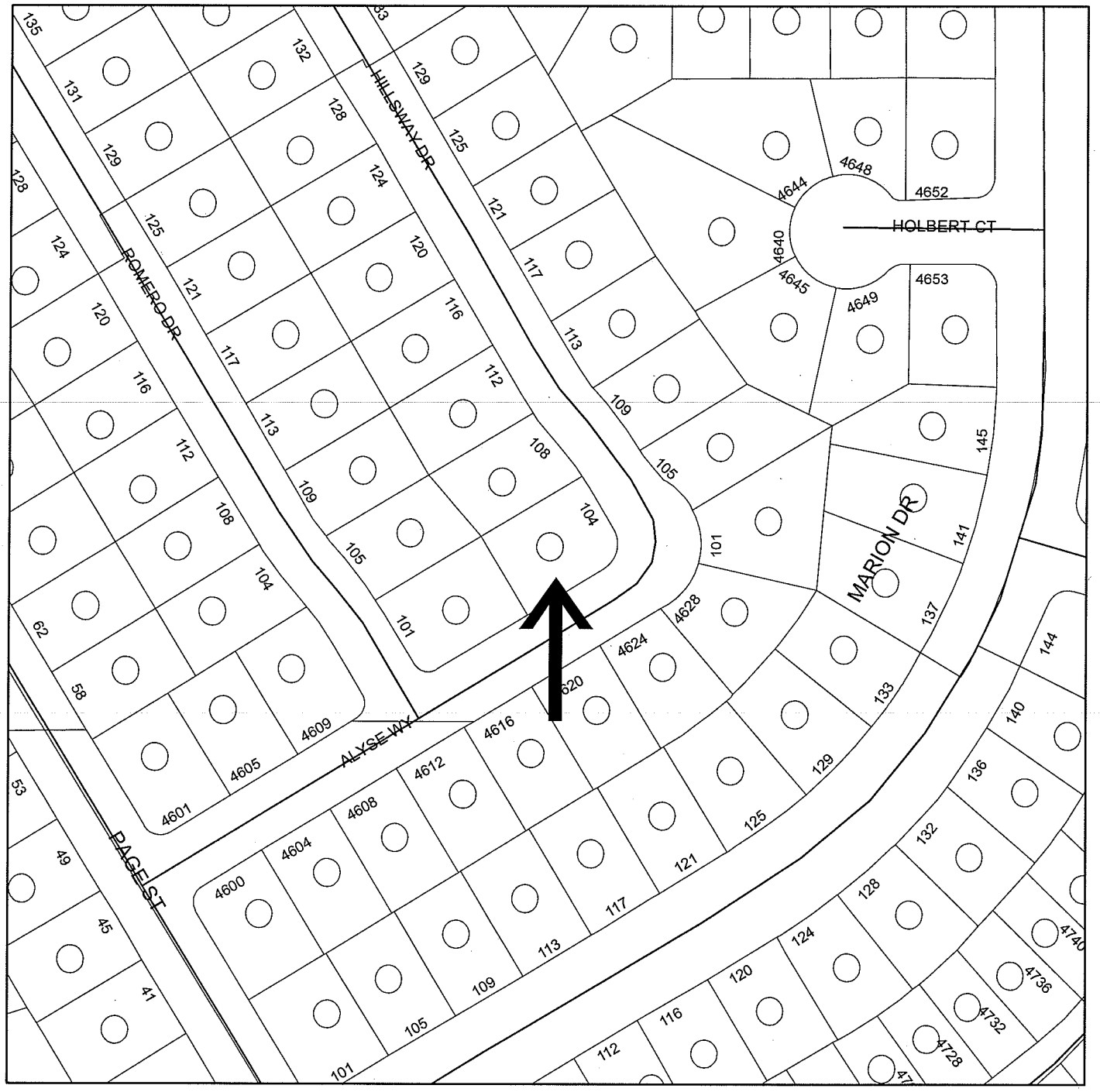
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

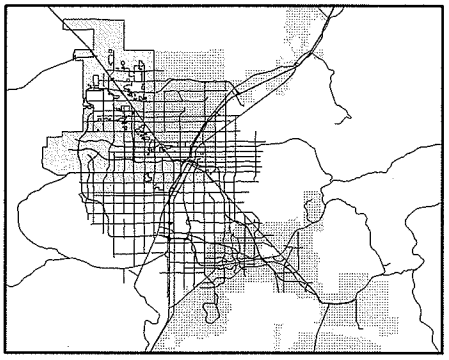
104 HILLSWAY DRIVE
CROSS STREETS MARION//STEWART

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: January 11, 2010

Re: Report of Expenses for the abatement of vacant or abandoned dangerous building located at 104 Hillsway Drive - 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 "Vacant or Abandoned Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all open doors and windows on main structure; removing trash, patio cover, high vegetation, and metal shed. The abatement was completed by American Demolition on September 22, 2009 at a cost of $1,299.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all open doors and windows on main structure	$700.00
Remove all trash	$150.00
Remove patio cover	$150.00
Remove high vegetation	$149.00
Remove metal shed	$150.00
AMOUNT DUE:	$1,299.00
Administrative Processing Fee:	$194.85
Sub-Total:	$1,493.85
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,867.85**
Daily Civil Penalties – 79 days @ $500 a day (excluding civil penalty fees already assessed) July 6, 2009 to September 22, 2009	**$38,050.00**
MAXIMUM TOTAL:	**$41,917.85**
OWNER OF RECORD	CRMSI REMIC SERIES 2007-01
	C/O CITIFINANCIAL MTGE CO INC
PROPERTY ABATED:	104 Hillsway Drive
ASSESSOR PARCEL:	140-32-315-020
LEGAL DESCRIPTION:	STEWART PLACE UNIT #3 PLAT BOOK 20 PAGE 10 LOT 17 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 Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Praskovich

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

FEBRUARY 3, 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, FEBRUARY 3, 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 **104 HILLSWAY DRIVE.** The Director of Neighborhood Services certifies that the sum of **$3,867.85** was expended and Civil Penalties in the sum of **$38,050.00** may be imposed for a total of **$41,917.85.** Owner of record at time of abatement: **CRMSI REMIC SERIES 2007-01, C/O CITIFINANCIAL MTGE CO INC – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 78734 CODEENF **02429-74**

Address: **104 HILLSWAY DR** **CITZ**

VACANT HOUSE OPEN & ACCESSIBLE BROKEN WINDOWS

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
14032315020	0.17 ACRE	STEWART PLACE UNIT #3

Owner Information:

10-Aug-02	24-Dec-09	HERNANDEZ MIGUEL
		104 HILLSWAY DR; LAS VEGAS, NV 89110-4613
24-Dec-09		CRMSI REMIC SERIES 2007-01 % CITIFINANCIAL MTGE CO INC
		14415 S 50TH ST #100; PHOENIX, AZ 85044-6460

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
940269	Failed	6/8/2009	06/08/2009 10:25	06/08/2009 10:38	14
940269	Failed	6/22/2009	06/22/2009 13:18	06/22/2009 13:27	9
940269	Failed	6/29/2009	06/30/2009 8:42	06/30/2009 8:44	2
940269	Failed	7/6/2009	07/06/2009 9:42	07/06/2009 9:45	3
940269	Failed	7/20/2009	07/23/2009 8:13	07/23/2009 8:21	8
940269	Failed	7/27/2009	07/27/2009 10:50	07/27/2009 11:05	15
960066	Passed	9/16/2009	09/16/2009 6:51	09/16/2009 6:51	0
				Time in Minuets:	**50**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-NUISVACANT	6/8/2009		property
Property is a vacant property, creating a public nuisance. clean up property and monitor			
A-NUISVACANT	6/8/2009		property
Property is a vacant property, creating a public nuisance. clean up property and monitor			
A-BLD DNGR	6/29/2009		property
must secure building and rear shed to City Specs			
AB-006	6/30/2009	9/16/2009	in house and shed
Must secure house and shed to City specs to keep people from getting in			
AB-005	7/6/2009	9/16/2009	in rear
Remove illegal shed and illegal patio cover			
AN-016	7/6/2009	9/16/2009	on property
remove all trash/litter - phone books, tree branches, palm tree frongs and pieces, papers, and wrappers from property. remove all wood from rear yard			
AN-006	7/6/2009	9/16/2009	on property
Remove all high vegetation over 8" from all visible areas of property. Maintain at all times. Cut all high weeds/grass on property			

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	10/21/2009 8:08:00 AM	LAURA DEARMOND	0
Ld) $1,299 PAID TO AMERICAN DEMO			

DIRECT	9/17/2009 9:00:00 AM	ANTHONY GUARINO	5

21)went to do Post video- work has not yet started. called American Demo..lm for La Donna.

VIDREQ	9/16/2009 10:35:00 AM	LAURA DEARMOND	0

Ld) SPOKE WITH LADONNA FROM AMERICAN DEMOLITION, ABATEMENT IS COMPLETED, SENT VIDEO REQUEST EMAIL TO #21

VIDPST	9/10/2009 1:32:00 PM	ANTHONY GUARINO	0

21)POST VIDEO AND PHOTOS DONE IN CC ITEMS FILE do not release n&o

VIDREQ	9/8/2009 1:22:00 PM	LAURA DEARMOND	0

Ld) RECEIVED AMERICAN DEMOLITION START DATE 9-11 FAX & SENT VIDEO REQUEST EMAIL TO #21

BIDA	9/8/2009 8:54:00 AM	LAURA DEARMOND	0

Ld) BID AWARDED TO AMERICAN DEMOLITION (PO #274311)

MEET	8/27/2009 1:56:00 PM	ANTHONY GUARINO	0

21)LM appoved abatement refer to LM

MEMO	8/12/2009 7:00:00 AM	LORI HAGEMAN	5

32) still in wire basket on table waiting approval - check status 8-28

MISC	7/15/2009 1:00:00 PM	LAURA DEARMOND	0

Ld) RECEIVED CERTIFIED CARD FROM OWNER Miguel Hernandez 6245 Back Woods Road Las Vegas, NV 89142-0780

NOTICE	7/14/2009 1:14:00 PM	LAURA DEARMOND	0

Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Miguel Hernandez 104 Hillsway Drive Las Vegas, NV 89110-4613/6245 Back Woods Road Las Vegas, NV 89142-0780

BIDR	7/14/2009 7:30:00 AM	LAURA DEARMOND	0

Ld) RECEIVED BIDS (1) AMERICAN DEMOLITION $1,299 (2) WEAVER $1,495 (3) NDX $1,999 (3) DISASTER KLEEN-UP OF NV $2,320 (4) LEVELEX $2,510

BIDS	7/8/2009 7:45:00 AM	LAURA DEARMOND	0

Ld) FAXED BID TO CONTRACTORS, DUE BACK 7-13

BIDS	7/8/2009 7:39:00 AM	ANTHONY GUARINO	0

21)forwarded to office to obtain bids

MISC	7/2/2009 1:33:00 PM	LAURA DEARMOND	0

Ld) RECEIVED CERTIFIED CARD FROM OWNER Miguel Hernandez 104 Hillsway Drive Las Vegas, NV 89110-4613

RECORD	6/29/2009 2:30:00 PM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dngr Bldg dated June 26, 2009 at Clark County. Recorded in Book: 20090629 Inst: 03602

NOTICE	6/26/2009 1:43:00 PM	LAURA DEARMOND	0

Ld) SENT N&O REGARDING VACANT OR ABANDONED DANGEROUS BUILDING TO OWNER Miguel Hernandez 104 Hillsway Drive Las Vegas, NV 89110-4613/6245 Back Woods Road Las Vegas, NV 89142-0780

NOREQ	6/24/2009 8:31:00 AM	ANTHONY GUARINO	0

21)refer to office/nuisance vacant removed from violations

NOREQ	6/23/2009 10:45:00 AM	LORI HAGEMAN	35

32) did N&O turned into Tony

RESEAR	6/22/2009 4:00:00 PM	LORI HAGEMAN	26

32) assessors still shows owned by Miguel Hernandez. White pages too many the number for 104 Hillsway- not in service. Zaba too many BUT did determine middle inital S and born 1963. Also found he owns M & M clean up Services- no listing??

LETTER	6/18/2009 7:15:00 AM	LORI HAGEMAN	5

32) letter (C/N) sent to 7500 West Jefferson Blvd Fort Wayne, IN 46805 returned by post office- return to sender not deliverable as addressed unable to forward

EMAIL	6/10/2009 1:05:00 PM	LORI HAGEMAN	7

32) sent email to Steve (Joe) Bolin at Bank of America to see if property is his. He responded back- NO it is not his and his is unable to find any information on property

RESEAR	6/8/2009 4:40:00 PM	LORI HAGEMAN	10

32) found in MERS...Union Federal Bank of Indianpolis 7500 West Jefferson Blvd Fort Wayne, IN 46804 sent C/N there and emailed operational contact.. Megan Nicholson. Turned out bank is no longer not in service #'s and no email. MERS-both deactivated

Time in minuets: **93**

APN 140-32-315-020
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **CRMSI REMIC SERIES 2007-01 C/O CITIFINANCIAL MTGE CO INC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-32-315-020**
Commonly known as: **104 Hillsway Drive**
Legal Description: **STEWART PLACE UNIT #3**
PLAT BOOK 20 PAGE 10
LOT 17 BLOCK 2

On **September 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 **$3,867.85** 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 **$38,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$41,917.85** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 3, 2010** ordered the above charges in the amount of **$41,917.85**, 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 February, 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 #78734

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 852 North 24th Street in the amount of $3,144.50 (General Fund) and assess a maximum of $29,050 in daily civil penalties. PROPERTY OWNER: PEGGY L. DAVIS - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,144.50
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 remove all trash and high, dead vegetation; secure carport gate; post "No Trespass" sign; and paint fence. To date, there have been seven (7) inspections conducted at this location. The value of the property based on the sale date of June 1996 was $73,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $670 invoice for American Demolition services in addition to other fees assessed for a total of $3,144.50 and consider assessing a maximum of $29,050 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: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 852 North 24th Street in the amount of $3,144.50 (General Fund) and assess a maximum of $29,050 in daily civil penalties. PROPERTY OWNER: PEGGY L. DAVIS – Ward 3 (Reese)

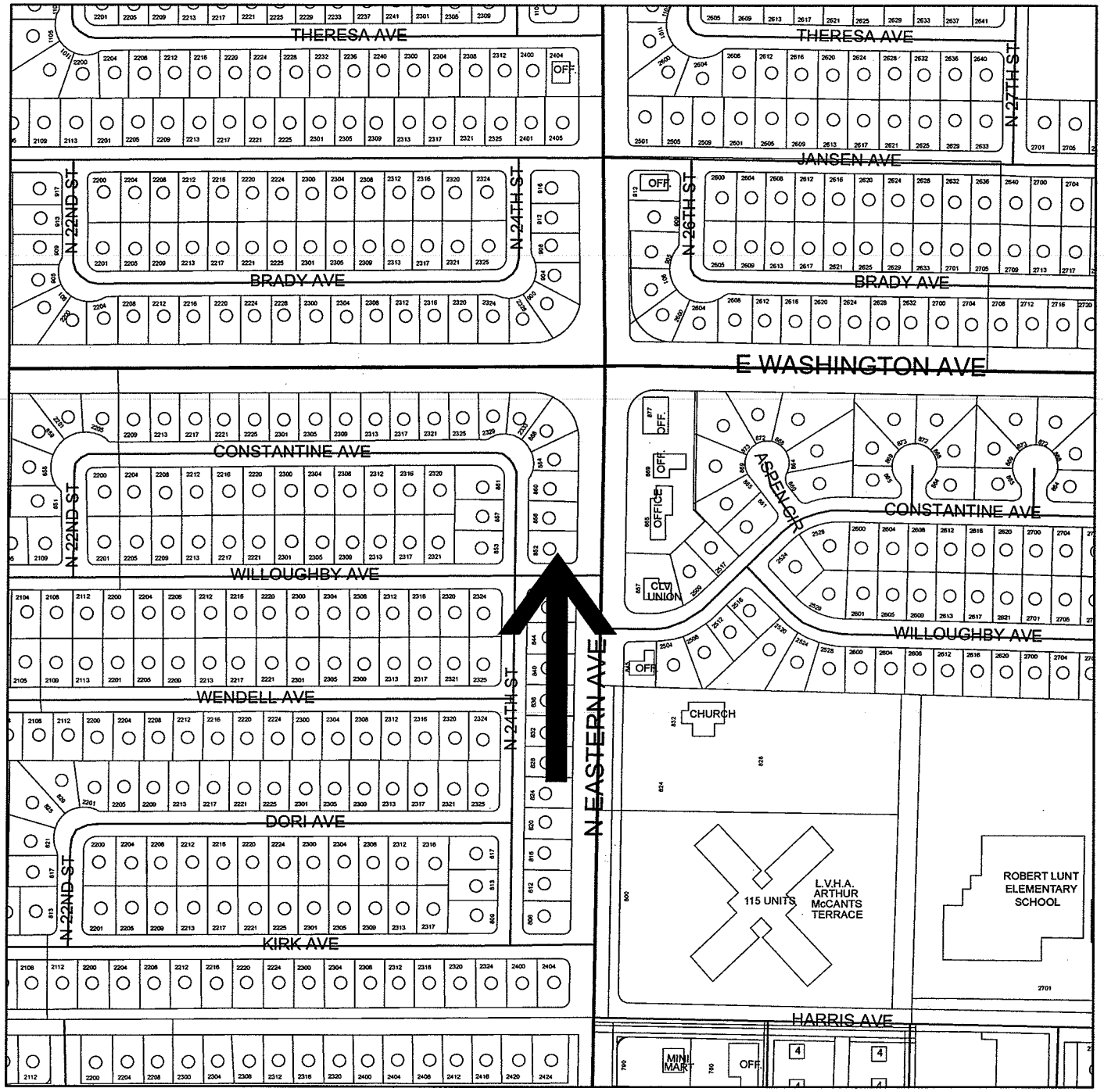
American Demolition completed work on October 15, 2009 at a cost of $670; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,144.50.

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.

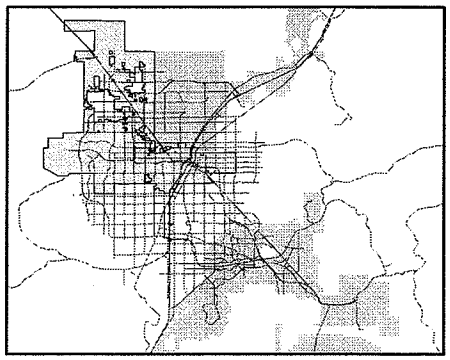
852 NORTH 24TH STREET
CROSS STREETS - EASTERN//WASHINGTON

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



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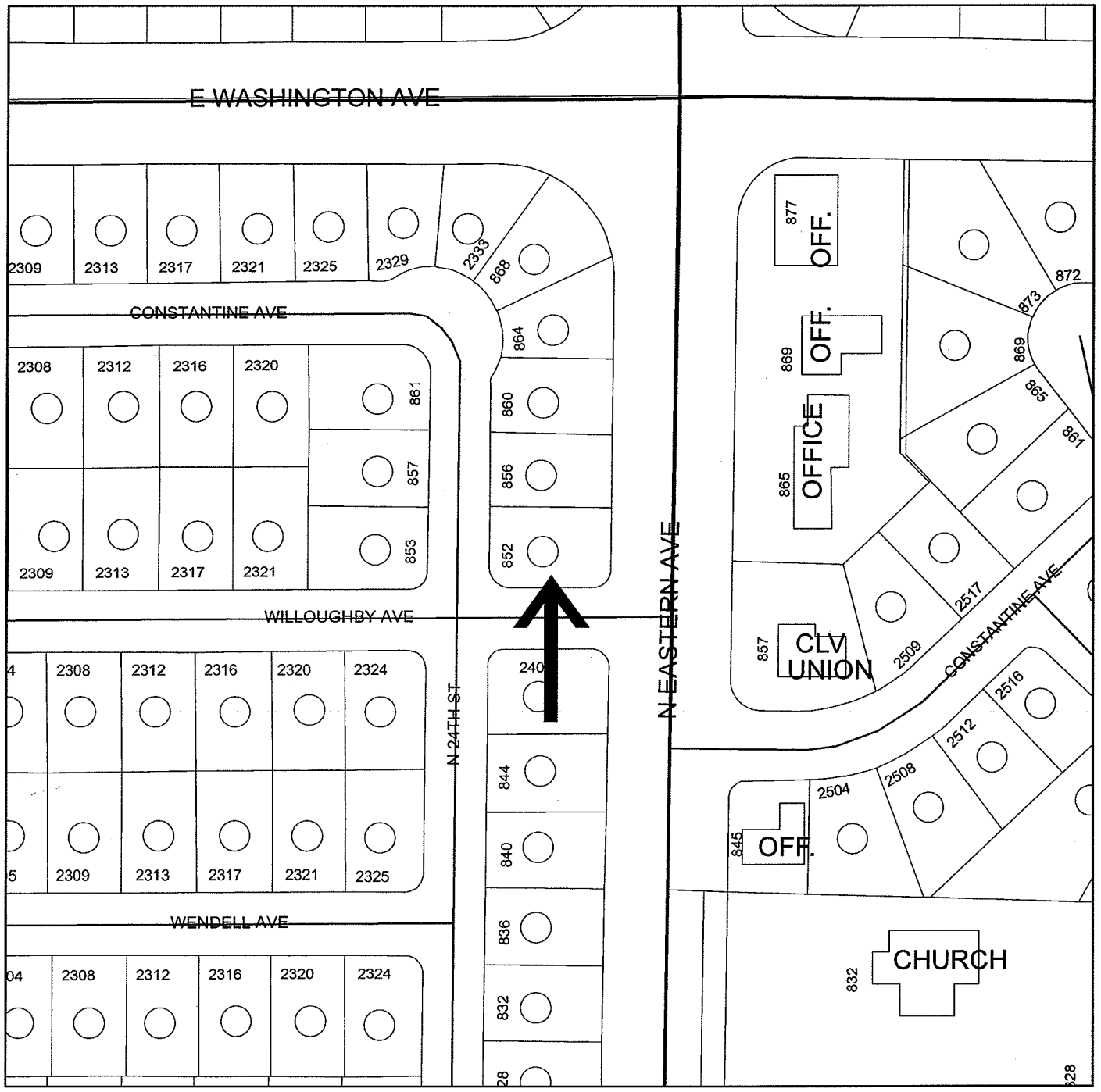
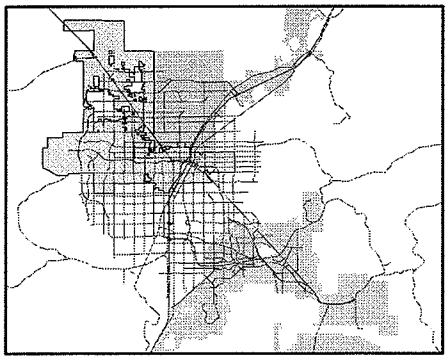
852 NORTH 24TH STREET
CROSS STREETS - EASTERN//WASHINGTON

City of Las Vegas Vicinity Map





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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: January 11, 2010

Re: Report of Expenses for the abatement of nuisance located at 852 North 24th Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash and high, dead vegetation; securing carport gate; posting "No Trespass" sign; and painting fence. The abatement was completed by American Demolition on October 15, 2009 at a cost of $670.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash	$300.00
Remove all high/dead vegetation	$200.00
Secure carport gate	$25.00
Post "No Trespass" sign	$25.00
Paint fence	$120.00
AMOUNT DUE:	$670.00
Administrative Processing Fee:	$100.50
Sub-Total:	$770.50
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,144.50**
Daily Civil Penalties – 61 days @ $500 a day (excluding civil penalty fees already assessed) August 16, 2009 to October 15, 2009	**$29,050.00**
MAXIMUM TOTAL:	**$32,194.50**
OWNER OF RECORD	PEGGY L. DAVIS
PROPERTY ABATED:	852 North 24th Street
ASSESSOR PARCEL:	139-26-712-012
LEGAL DESCRIPTION:	GREATER LAS VEGAS ADD 3 UNIT #4 PLAT BOOK 6 PAGE 67 LOT 121 BLOCK 7

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 Praeprovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 3, 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, FEBRUARY 3, 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 **852 NORTH 24TH STREET**. The Director of Neighborhood Services certifies that the sum of **$3,144.50** was expended and Civil Penalties in the sum of **$29,050.00** may be imposed for a total of **$32,194.50.** Owner of record at time of abatement: **PEGGY L. DAVIS – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 80102 CODEENF **02326-69**

Address: **852 N 24TH ST**

CITZ

Homeowner was transported to the hospital a few monthis ago and hasn't returned home. Water & Electric turned off; mail forwarded. Grass is dead; T/D.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13926712012	0.15 ACRE	GREATER LAS VEGAS ADD 3 UNIT #4

Owner Information:

10-Aug-02 DAVIS PEGGY L

852 N 24TH ST; LAS VEGAS, NV 89101-2259

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
960392	Failed	7/21/2009	07/22/2009 13:31	07/22/2009 13:43	12
960392	Failed	8/3/2009	08/05/2009 10:04	08/05/2009 10:09	5
960392	Failed	8/7/2009	08/07/2009 13:55	08/07/2009 13:58	2
960392	Failed	8/17/2009	08/20/2009 13:12	08/20/2009 13:14	2
960392	Failed	9/8/2009	09/05/2009 16:00	09/05/2009 16:00	0
960392	Failed	9/15/2009	09/25/2009 11:42	09/25/2009 11:43	1
960066	Passed	9/28/2009	10/15/2009 8:15	10/15/2009 8:30	15
				Time in Minuets:	37

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-006	7/22/2009	10/15/2009	

Remove all high vegetation over 8" from all visible areas of property. Maintain at all times. Remove all high and dead vegetation from rear yard.

AN-003	7/22/2009	10/15/2009	

Remove all refuse and waste from all areas of property. Maintain at all times. Presently: discarded furniture, appliances, dead vegetation, deteriorated carports, wooden fences, trellis, cartons.

AN-009	7/22/2009	10/15/2009	

Paint all areas of house/accessory structure with peeling paint. Maintain at all times. Presently: peeling paint on structure, fences. Carport in side yard deteriorated, replace all deteriorated fences, gates or repair and repaint.

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	10/20/2009 7:47:00 AM	LAURA DEARMOND	0

Ld) $870 PAID TO AMERICAN DEMO

LETTER	10/19/2009 7:10:00 AM	LAURA DEARMOND	0

Ld) CERTIFIED LETTER TO OWNER Peggy L. Davis 2870 Harden Avenue Corning, CA 96021-9420 RETURNED UNCLAIMED UNABLE TO FORWARD

VIDPST	10/15/2009 8:15:00 AM	LAURA DEARMOND	15

21) PROPERTY CLEAN/SECURE

BIDA	10/7/2009 7:16:00 AM	LAURA DEARMOND	0

Ld) BID AWARDED TO AMERICAN DEMOLITION

REFER	9/29/2009 7:40:00 AM	ANTHONY GUARINO	0
21)refer to office continue abatement- file to LD			
NOPOST	9/5/2009 4:00:00 PM	STEPHANIE DEMOLEAS	0
17) Posted 10-day, CB 9/15			
NOTICE	9/1/2009 7:23:00 AM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Peggy L. Davis 852 N 24th Street Las Vegas, NV 89101-2259			
BIDR	9/1/2009 7:18:00 AM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) AMERICAN DEMOLITION $670 (2) LUNAS CONSTRUCTION $833 (3) WEAVER $1,150 (4) CGI $1,185 (5) NDX $1,949			
BIDS	8/25/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 8-28			
LETTER	8/18/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED AND REGULAR LETTERS TO OWNER Peggy L. Davis 2870 Harden Avenue Corning, CA 96021-9420 RETURNED DECEASED NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD			
MISC	8/14/2009	ELIZABETH DOUGLAS	0
PLACED N & O RECORDED 8/13/09 IN FILE			
RECORD	8/13/2009 1:53:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance Notice and Order to Comply dated August 6, 2009 at Clark County. Recorded in Book: 20090813 Inst: 01576			
NOTICE	8/6/2009 3:15:00 PM	LAURA DEARMOND	0
Ld) SENT NUISANCE N&O TO COMPLY TO OWNER Peggy L. Davis 2870 Harden Avenue Corning, CA 96021-9420			
NOREQ	8/5/2009 4:28:00 PM	ANTHONY GUARINO	0
21)refer to office			
NOREQ	8/5/2009 1:50:00 PM	STEPHANIE DEMOLEAS	0
17) To 21 with pix			
RESEAR	8/5/2009 1:49:00 PM	STEPHANIE DEMOLEAS	0
17) Per sewer, owner: Peggy Davis died 1/09 and they are waiting for bank to take back property. No new owner available through MERS, no contact info for unnamed relative.			

Time in minuets: **15**

APN 139-26-712-012
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **PEGGY L. DAVIS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-26-712-012**
Commonly known as: **852 North 24th Street**
Legal Description: **GREATER LAS VEGAS ADD 3 UNIT #4**
PLAT BOOK 6 PAGE 67
LOT 121 BLOCK 7

On **October 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 **$3,144.505** 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 **$29,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$32,194.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 3, 2010** ordered the above charges in the amount of **$32,194.50**, 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 #80102

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 7600 Botany Bay Drive in the amount of $5,485 (General Fund) and assess a maximum of $31,050 in daily civil penalties. PROPERTY OWNER: CHARLES C. SPIELMAN - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,485
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 and high, dead vegetation. To date, there have been ten (10) inspections conducted at this location. The value of the property based on the sale date of March 1990 was $146,240.

RECOMMENDATION:
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 and high, dead vegetation. To date, there have been ten (10) inspections conducted at this location. The value of the property based on the sale date of March 1990 was $146,240.

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: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive in the amount of $5,485 (General Fund) and assess a maximum of $31,050 in daily civil penalties. PROPERTY OWNER: CHARLES C. SPIELMAN – Ward 4 (Anthony)

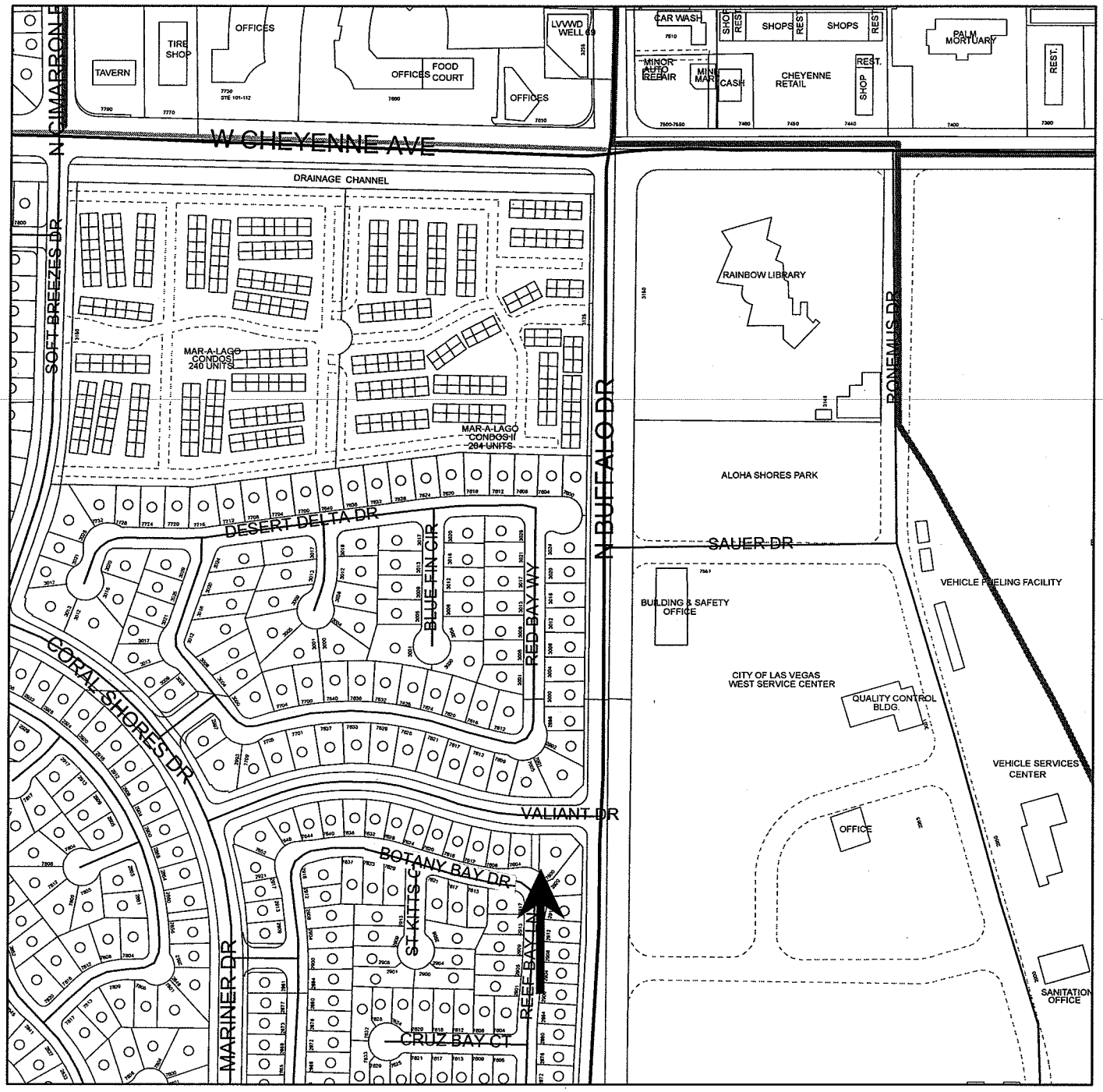
Weaver Construction completed work on September 15, 2009 at a cost of $580; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; $350 pool pumping fee; plus a 15% administrative fee for a total of $5,485.

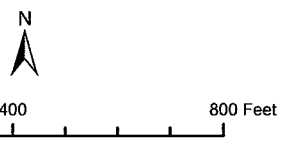
Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of a Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as 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.

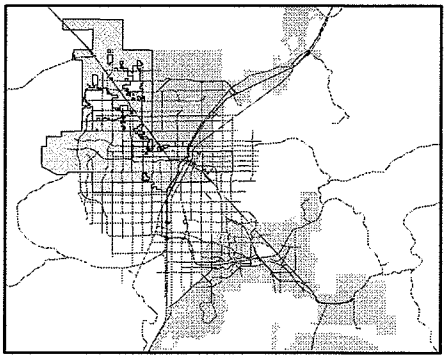
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

7600 BOTANY BAY DRIVE
CROSS STREETS BUFFALO//CHEYENNE

City of Las Vegas Vicinity Map







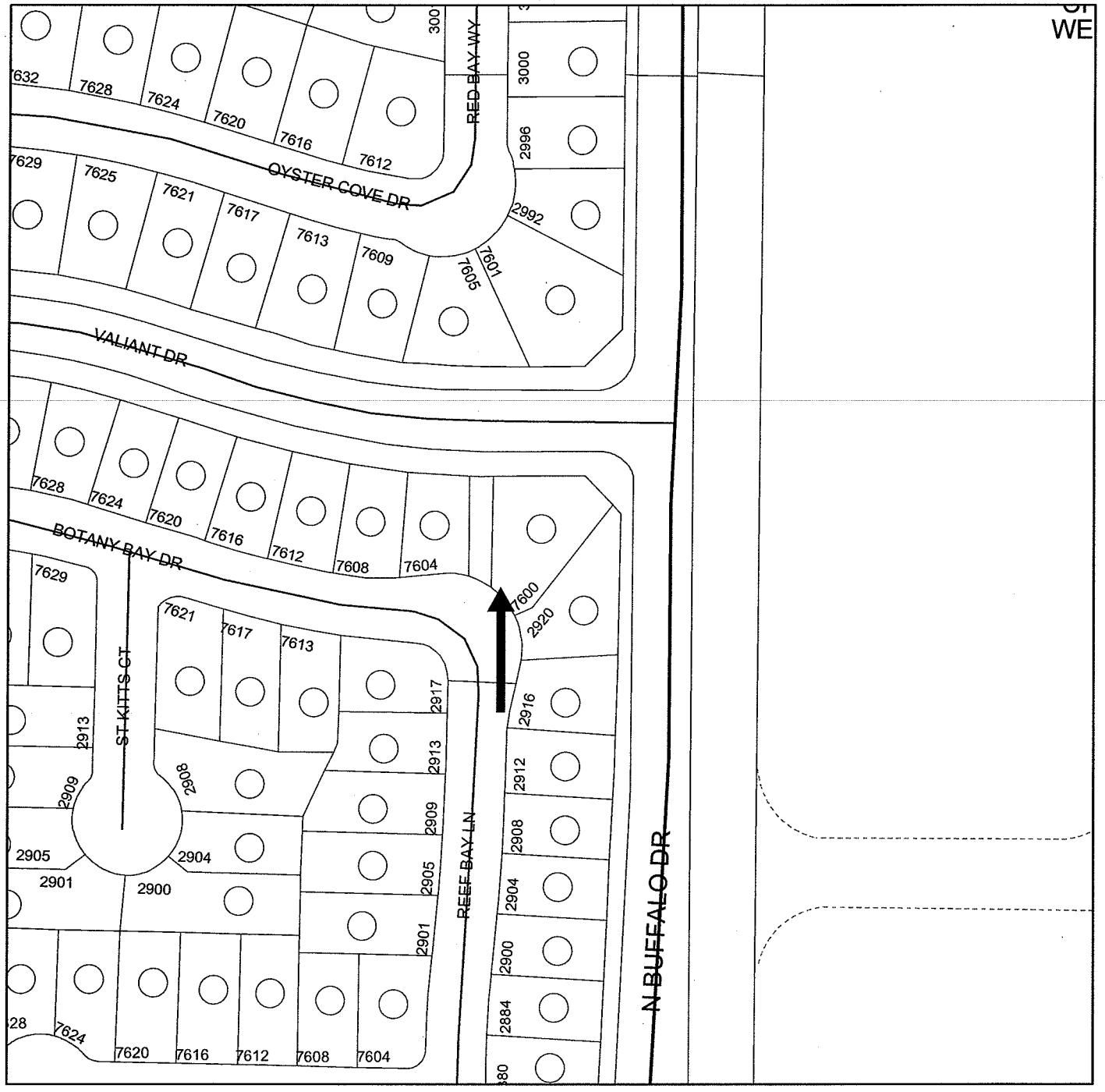
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

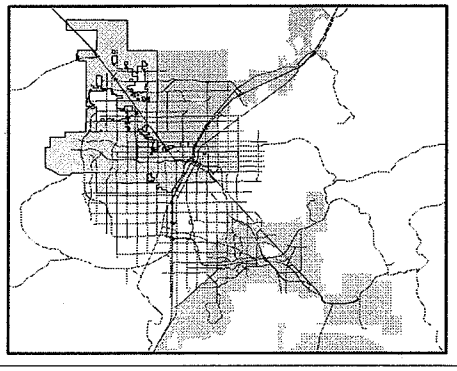
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

7600 BOTANY BAY DRIVE
CROSS STREETS - BUFFALO//CHEYENNE

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: January 12, 2010

Re: Report of Expenses for the abatement of nuisance located at 7600 Botany Bay 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 trash and high/dead vegetation. The abatement was completed by Weaver Construction on September 15, 2009 at a cost of $580.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash	$100.00
Remove all high vegetation	$145.00
Remove all dead vegetation	$335.00
AMOUNT DUE:	$580.00
Administrative Processing Fee:	$87.00
Pool pumped by RRT	$350.00
Sub-Total:	$1,017.00
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$5,485.00**
Daily Civil Penalties – 68 days @ $500 a day (excluding civil penalty fees already assessed) July 10, 2009 to September 15, 2009	**$31,050.00**
MAXIMUM TOTAL:	**$36,535.00**
OWNER OF RECORD	CHARLES C. SPIELMAN
PROPERTY ABATED:	7600 Botany Bay Drive
ASSESSOR PARCEL:	138-16-617-036
LEGAL DESCRIPTION:	MOONLIGHT BAY UNIT 2 PLAT BOOK 43 PAGE 37 LOT 18 BLOCK 1

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

FEBRUARY 3, 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, FEBRUARY 3, 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 **7600 BOTANY BAY DRIVE.** The Director of Neighborhood Services certifies that the sum of **$5,485.00** was expended and Civil Penalties in the sum of **$31,050.00** may be imposed for a total of **$36,535.00.** Owner of record at time of abatement: **CHARLES C. SPIELMAN – 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

Printed with environmentally friendly soy ink.

CASENO 77045 CODEENF **02117-39**

Address: **7600 BOTANY BAY DR**

CITZ
502774

member of the HOA called to report WEEDS

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13816617036	0.18 ACRE	MOONLIGHT BAY UNIT 2

Owner Information:

10-Aug-02 SPIELMAN CHARLES C

7600 BOTANY BAY DR; LAS VEGAS, NV 89128-7238

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
890246	Failed	4/27/2009	04/29/2009 13:40	04/29/2009 13:40	0
890246	Failed	5/13/2009	05/07/2009 15:51	05/07/2009 15:52	1
890246	Failed	6/2/2009	06/02/2009 10:50	06/02/2009 10:55	5
890246	Failed	6/8/2009	06/09/2009 10:29	06/09/2009 10:31	2
890246	Failed	6/23/2009	07/01/2009 9:33	07/01/2009 9:34	1
890246	Failed	7/14/2009	07/14/2009 10:30	07/14/2009 10:32	2
890246	Failed	7/28/2009	07/31/2009 13:09	07/31/2009 13:13	4
890246	Failed	8/7/2009	08/14/2009 9:37	08/14/2009 9:37	1
983955	Failed	8/21/2009	09/10/2009 13:30	09/10/2009 13:45	15
940274	Passed	9/15/2009	09/18/2009 14:00	09/18/2009 14:10	10
				Time in Minuets:	**41**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AV-001	5/7/2009		
AN-003	7/14/2009	9/18/2009	front yard
trash bottles bags in front and side yards			
AN-006	7/14/2009	9/18/2009	front and side yards
high grass in front and side yards			
A-NUISVACANT	7/14/2009	9/18/2009	

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	10/6/2009 1:17:00 PM	LIDIA MCKENZIE	0
lm) per #25/#19 - all abated; case closed; submitted to oracle for pymt. to Weaver Construction ($580) Receipt #261684			
VIDPST	9/18/2009 2:00:00 PM	VICKI OZUNA	10
19) Post Video and Pictures completed. All violations abated. Case closed			
VIDREQ	9/14/2009 2:02:00 PM	LIDIA MCKENZIE	0
lm) received fax from Weaver Construction advising of work completion. Forward fax w/scope of work to #25 w/e-mail to both #25 and #19 requesting post-abatement video.			

REFER	9/10/2009 2:54:00 PM	ERIC MCCOY	2
25) file back to Lidia			
PHONE	9/10/2009 2:51:00 PM	ERIC MCCOY	1
25) called Weaver constructon, ok to start clean up 9/11 spoke to Brian at 644-1088			
VIDPRE	9/10/2009 2:30:00 PM	ERIC MCCOY	10
25) no chnage in property. house secure. video and pictures taken. moving forward with contracor abatement			
BIDA	9/4/2009 7:58:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO WEAVER CONSTRUCTION			
EMAIL	8/31/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) SENT EMAIL TO DEVIN FOR APPROVAL $580 TO WEAVER CONSTRUCTION			
MEET	8/27/2009 2:07:00 PM	ANTHONY GUARINO	0
21) LM approved abatement, refer to LM/office			
MISC	8/17/2009 10:37:00 AM	LIDIA MCKENZIE	0
LM) CERTIFIED GREEN CARDS ADDRESSED TO: CHARLES C. SPIELMAN @ 161 BARK DR., OCEAN CITY, NJ & @ 7600 BOTANY BAY DR., LV, NV - RECEIVED SIGNED ON 8/12			
MISC	8/10/2009 9:44:00 AM	LIDIA MCKENZIE	1
lm) mail addressed to CHARLES C SPIELMAN @ 7600 Boany Bay Dr., LV 89128 - returned: "FORWARD TIME EXP - RTN TO SEND: SPIELMAN 161 BARK DR. - OCEAN CITY, NJ 08226".			
MISC	7/28/2009 4:50:00 PM	LIDIA MCKENZIE	0
LM) scanned and SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Charles C. Spielman @ 7600 Botany Bay Dr., LV 89128 & @ 161 Bark Dr., Ocean City, NJ 08226. C c/b 8-7-09.			
BIDR	7/24/2009 1:38:00 PM	LIDIA MCKENZIE	0
lm) bids received: 1- WEAVER CONSTRUCTION, INC. ($580); 2- AMERICAN DEMOLITION ($1,019); 3- GRAEAGLE CONSTRUCTION ($1,479.38); 4- NDX ($1,649)			
BIDS	7/21/2009 9:03:00 AM	LIDIA MCKENZIE	0
lm) BIDS SENT TO ALL CONTRACTORS; DUE 7/24/09			
MISC	7/15/2009 1:15:00 PM	LIDIA MCKENZIE	0
LM) CERT GREEN CARD ADDRESSED TO CHARLES C. SPIELMAN @ 7600 BOTANY BAY DR., RECEIVED, SIGNED AND TO SAME @ 161 BARK DR. OCEAN CITY, NJ 08226 ON 7/15; ALSO SIGNED BY MR. SPIELMAN??			
RECORD	7/2/2009 9:51:00 AM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated June 30, 2009 at Clark County. Recorded in Book: 20090702 Inst: 00638			
NOTICE	6/30/2009 11:51:00 AM	LIDIA MCKENZIE	0
lm) after review & OK by #19 - mailed N&O to owner: Charles C. Spielman @ site and copy sent to:161 Bark Dr., Ocean City, NJ 08226. To JL for recording; #222 for posting. c/b 7-13-09			
MISC	6/18/2009 3:28:00 PM	BETTY DAVIS	0
Neighbor called with new complaints about this property; pigeons and the kids are playing in the dirty yards.			
MISC	6/18/2009 3:26:00 PM	BETTY DAVIS	0
Neighbor called to complain about the property's condition, which now included pigeions and kids playing in the yards.			
MISC	6/17/2009 1:57:00 PM	JOHNNA PEREYDA	0
22) waiting for notice and order check with vicki 6-23			
RESEAR	6/12/2009 2:59:00 PM	JOHNNA PEREYDA	1
22)prepair N&O and forward to Vicki			
RESEAR	6/2/2009 3:40:00 PM	JOHNNA PEREYDA	0
22)per sewer screen charles spielman 161 bark dr. ocean city, nj 08226 mailed 3rd failed c/n on 6-3			
RRT WK	5/12/2009	TASHA DOWNTON	0
PER RRT: MAINT2: POOL PUMPED ON 5-12-09; SEE CSR 502774			
MISC	4/27/2009 4:33:00 PM	BETTY DAVIS	0
vacant;green pool; rats & nests in palm trees in the backyard; rats are crossing over into neighbor's yard; t/d			

Time in minuets: **25**

APN 138-16-617-036
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **CHARLES C. SPIELMAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-16-617-036**
Commonly known as: **7600 Botany Bay Drive**
Legal Description: **MOONLIGHT BAY UNIT 2**
PLAT BOOK 43 PAGE 37
LOT 18 BLOCK 1

On **September 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 **$5,485.00** 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 **February 3, 2010** ordered the above charges in the amount of **$36,535.00**, 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 #77045

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 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 3510 Thom Boulevard in the amount of $4,206 (General Fund) and assess a maximum of $30,050 in daily civil penalties. PROPERTY OWNER: FEDERAL HOME LOAN MORTGAGE CORP - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,206
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 secure all openings, remove all trash, dismantled RV, three illegal wood structures, and repair gate. To date, there have been seven (7) 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 $2,200 invoice for American Demolition services in addition to other fees assessed for a total of $4,206 and consider assessing a maximum of $30,050 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: February 3, 2010
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 3510 Thom Boulevard in the amount of $4,206 (General Fund) and assess a maximum of $30,050 in daily civil penalties. PROPERTY OWNERS: FEDERAL HOME LOAN MORTGAGE CORP – Ward 6 (Ross)

American Demolition completed work on September 16, 2009 at a cost of $2,200; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $4,206.

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 Dangerous Building 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.

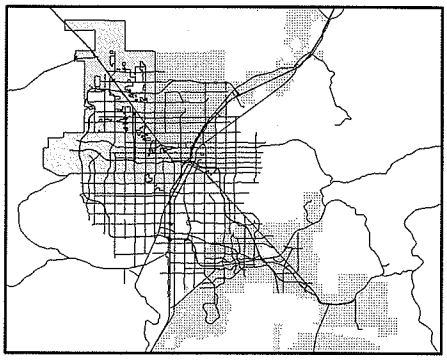
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

3510 THOM BLVD
CROSS STREETS - DECATUR//GOWAN

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

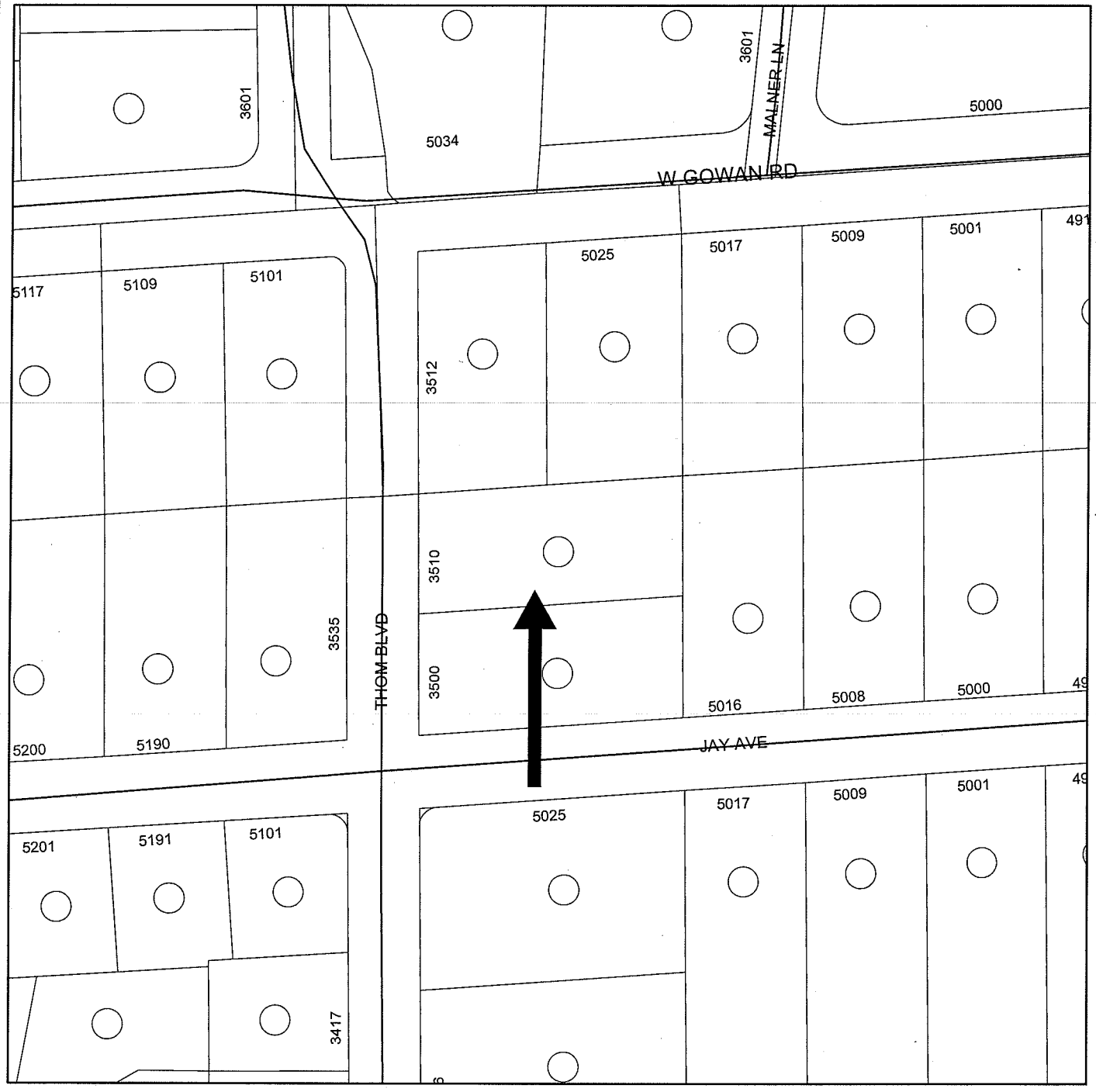


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

3510 THOM BLVD
CROSS STREETS - DECATUR//GOWAN

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: January 12, 2010

Re: Report of Expenses for the abatement of vacant or abandoned dangerous building located at 3510 Thom Boulevard - Ward 6 (Ross)

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 securing all openings; removing all trash, dismantled RV, three illegal wood structures; and repairing gate. The abatement was completed by American Demolition on September 16, 2009 at a cost of $2,200.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Secure all openings	$800.00
Remove all trash	$400.00
Remove dismantled RV	$300.00
Remove 3 illegal wood structures	$600.00
Repair gate	$100.00
AMOUNT DUE:	$2,200.00
Administrative Processing Fee:	$330.00
Sub-Total:	$2,530.00
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$4,206.00**
Daily Civil Penalties – 62 days @ $500 a day (excluding civil penalty fees already assessed) July 17, 2009 to September 16, 2009	**$30,050.00**
MAXIMUM TOTAL:	**$34,256.00**
OWNER OF RECORD	FEDERAL HOME LOAN MORTGAGE CORP
PROPERTY ABATED:	3510 Thom Boulevard
ASSESSOR PARCEL:	138-12-710-033
LEGAL DESCRIPTION:	ELSTNER EST SUB PLAT BOOK 3 PAGE 86 PT LOT 20 BLOCK 4

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

FEBRUARY 3, 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, FEBRUARY 3, 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 **3510 THOM BOULEVARD.** The Director of Neighborhood Services certifies that the sum of **$4,206.00** was expended and Civil Penalties in the sum of **$30,050.00** may be imposed for a total of **$34,256.00.** Owner of record at time of abatement: **FEDERAL HOME LOAN MORTGAGE CORP – WARD 6 (ROSS)**

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 79326 CODEENF **01921-58**

Address: **3510 THOM BLVD**

CAR

VACANT HOUSE, OPEN/ACCESSIBLE. REFUSE/WASTE, ILLEGAL ACCESSORY STRUCTURES, DISMANTLED RV.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13812710033	0.5 ACRE	ELSTNER EST SUB

Owner Information:

10-Dec-09		FEDERAL HOME LOAN MORTGAGE CORP
		5000 PLANO PKWY; CARROLLTON, TX 75010-4900
02-Jun-04	08-Jun-06	JOHNSON CLARENCE & JULIA A
		3510 THOM BLVD; LAS VEGAS, NV 89130-3102
08-Jun-06	10-Dec-09	JOHNSON JULIA A & CLARENCE
		3510 THOM BLVD; LAS VEGAS, NV 89130-3102
10-Aug-02	14-Aug-02	STEWART DONALD G 2000 LIVING TR STEWART DONALD G TRS
		4105 FUSELIER; NO LAS VEGAS, NV 89032
14-Aug-02	22-Dec-02	STEWART DONALD G 2000 LIVING TR STEWART DONALD G TRS
		4105 FUSELIER; NO LAS VEGAS, NV 89032-3006
22-Dec-02	02-Jun-04	STEWART DONALD G
		4105 FUSELIER AVE; LAS VEGAS, NV 89128

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
984733	Passed	Partial	7/7/2009	07/08/2009 13:02	07/08/2009 13:08	6
984733	Failed		7/20/2009	07/23/2009 16:50	07/23/2009 17:00	10
984733	Failed		8/12/2009	08/12/2009 16:00	08/12/2009 16:01	1
984733	Failed		8/25/2009	08/25/2009 14:29	08/25/2009 14:35	6
983955	Failed		9/11/2009	09/09/2009 11:00	09/09/2009 11:20	20
940274	Passed		9/15/2009	09/18/2009 13:30	09/18/2009 13:40	10
984733	Failed		9/17/2009	06/23/2009 11:15	06/23/2009 11:30	15
					Time in Minuets:	68

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AZ-011	7/8/2009	9/18/2009	
All wood structures in rear yard do not meet setback requirements.			
AZ-003J	7/8/2009	9/18/2009	
Remove dismantled RV in rear yard.			
AN-003	7/8/2009	9/18/2009	
Remove all refuse/waste from all yard areas. To include tree branch, dead vegetation on fence, wood, fence panels, trash/debris, boxes, buckets, pinball machine, hoop, camper shell, cabinet, dilapidated dog house, shopping carts, etc.			
A-NUISVACANT	7/8/2009	9/18/2009	
AB-006	7/8/2009	9/18/2009	
House open/accessible. 2 doors on back of house are missing locks & can't be secured. Repair all doors & windows to properly secure house or board to CLV specifications.			

AB-005	7/8/2009	9/18/2009

Obtain permits for 3 wood structures in rear yard or remove all. Structures do not meet setback requirements.

AN-009	7/8/2009	9/18/2009

Repair damaged chain link gate in front yard along street.

Log

Type:	*Date:*	*Employee:*	*Min:*
MISC	9/22/2009 1:53:00 PM	LAURA DEARMOND	0
Ld) $2,200 PAID TO AMERICAN DEMOLITION			
VIDPST	9/18/2009 1:30:00 PM	VICKI OZUNA	10
19) Post Video and Pictures completed. All violations abated. Case closed			
VIDREQ	9/16/2009 10:24:00 AM	LAURA DEARMOND	0
Ld) SPOKE WITH LADONNA FROM AMERICAN DEMOLITION, ABATEMENT IS COMPLETED, SENT VIDEO REQUEST EMAIL TO #19			
PHONE	9/9/2009 4:00:00 PM	ERIC MCCOY	1
25) called Jack-left msg property ready for abatement by your company			
VIDPRE	9/9/2009 10:00:00 AM	ERIC MCCOY	30
25) ALL VIOLATIONS ON BID ARE STILL ON PROPERTY. PICTURES AND VIDEO TAKEN. REAR DOOR STILL OPEN (UNABLE TO SECURE) PROPERTY READY FOR CONTRACTOR ABATEMENT ON 9/11			
PHONE	9/8/2009 3:23:00 PM	ERIC MCCOY	0
25) call from Jack-ready to do abatement 466-8737			
VIDREQ	9/8/2009 1:26:00 PM	LAURA DEARMOND	0
Ld) RECEIVED AMERICAN DEMOLITION START DATE 9-11 FAX & SENT VIDEO REQUEST EMAIL TO #25			
BIDA	9/8/2009 8:43:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO AMERICAN DEMOLITION (PO #274307)			
MEET	9/2/2009 2:08:00 PM	ANTHONY GUARINO	0
21)abatement approved, refer to office LD			
MISC	8/26/2009 8:40:00 AM	SCOTT SLOVIS	0
34) Gave case to 19 to proceed w/ abatement.			
LETTER	8/18/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNERS Julia A. and Clarence Johnson 3510 Thom Blvd. Las Vegas, NV 89130-3102 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
NOTICE	8/11/2009 3:03:00 PM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNERS Julia A. and Clarence Johnson 3510 Thom Blvd. Las Vegas, NV 89130-3102			
BIDR	8/11/2009 3:00:00 PM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) AMERICAN DEMOLITION $2,200 (2) WEAVER $3,245 (3) NDX $3,949 (4) DISASTER KLEEN-UP OF NV $4,121			
BIDS	8/5/2009 3:43:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 8-10			
REVIEW	7/24/2009 3:07:00 PM	VICKI OZUNA	0
19) Reviewed case and bid request. Approved. file to LD.			
NTCABT	7/24/2009 7:35:00 AM	SCOTT SLOVIS	0
34) Gave case to 19 to begin abatement process to secure house, remove refuse/waste, remove dismantled RV, remove illegal structures, & repair damaged gate.			
RECORD	7/16/2009 3:44:00 PM	JESSICA LARRAMENDY	1
JL) Recorded Notice & Order Regarding Vacant or Abandoned Dangerous Building dated July 7, 2009 at Clark County. Recorded in Book: 20090716 Inst: 04011			
LETTER	7/16/2009 8:39:00 AM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNERS Julia A. and Clarence Johnson 3510 Thom Blvd. Las Vegas, NV 89130-3102 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			

FAX	7/8/2009 4:13:00 PM	SCOTT SLOVIS	0
34) Faxed N&O to Roberta Jenkins.			
NOTICE	7/7/2009 1:52:00 PM	LAURA DEARMOND	0
Ld) SENT N&O REGARDING VACANT OR ABANDONED DANGEROUS BUILDING TO OWNERS Julia A. and Clarence Johnson 3510 Thom Blvd. Las Vegas, NV 89130-3102			
REVIEW	6/26/2009 9:11:00 AM	VICKI OZUNA	0
19) Reviewed Notice and Order Request- Approved- File to LD			
NOREQ	6/24/2009 11:30:00 AM	SCOTT SLOVIS	0
34) Gave case to 19 for N&O review.			
PHONE	6/24/2009 11:01:00 AM	SCOTT SLOVIS	0
34) Received message from agent Roberta Jenkins 371-4131. Called back & left message.			
PHONE	6/24/2009 10:54:00 AM	SCOTT SLOVIS	0
34) Called Prudential 734-5555, spoke to Heather. Office manager not available, left message to call me. Faxed cn to 868-7155.			
FORCLO	6/24/2009 10:45:00 AM	SCOTT SLOVIS	0
34) Notice of Trustee Sale recorded 2-6-09.			
RESEAR	6/23/2009 11:40:00 AM	SCOTT SLOVIS	0
34) Checked Hansen & Mainframe- no permits found for structures in rear yard.			

Time in minuets: **42**

APN 138-12-710-033
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **FEDERAL HOME LOAN MORTGAGE CORP**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-12-710-033**
Commonly known as: **3510 Thom Boulevard**
Legal Description: **ELSTNER EST SUB**
PLAT BOOK 3 PAGE 86
PT LOT 20 BLOCK 4

On **September 16, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$4,206.00** 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 **$30,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$34,256.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 3, 2010** ordered the above charges in the amount of **$34,256.00**, 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 #79326

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 3120 West Washington Avenue in the amount of $44,501.19. PROPERTY OWNER: GMAC MORTGAGE, LLC - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Tommy Christy and Rachel Donn, Esq., to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on March 18, 2008 for a total of $44,501.19 (including interest). The case(s) were generated on February 14, 2008 and May 5, 2008. There was an abatement conducted on this property on October 12, 2008. The lien(s) were recorded at Clark County recorder's office on April 7, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated July 28, 2009 and August 24, 2009 on behalf of a potential buyer and the owner, GMAC Mortgage, LLC requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 3120 West Washington Avenue in the amount of $44,501.19. PROPERTY OWNERS: GMAC MORTGAGE, LLC - Ward 5 (Barlow)

Today's hearing is a request from Tommy Christy and Rachel Donn, Esq., to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on March 18, 2008 for a total of $44,501.19 (including interest). The case(s) were generated on February 14, 2008 and May 5, 2008. There was an abatement conducted on this property on October 12, 2008. The lien(s) were recorded at Clark County recorder's office on April 7, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated July 28, 2009 and August 24, 2009 on behalf of a potential buyer and the owner, GMAC Mortgage, LLC requesting the civil penalties be waived.

Fees associated with the abatements and inspections total $4,758.35 (minus the $39,700 in daily civil penalties assessed). No payments have been received. Total owed on the case with civil penalties $44,501.19 (w/interest $42.84).

Request for a Waiver and/or Reduction of Civil Penalties

Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: August 24, 2009

Location and/or address of subject property:

Nearest major intersection: North Rancho Drive and West Washington Ave.

Street Address: 3120 W. Washington Ave., Las Vegas, Nevada 89107

Parcel Number: 139-29-211-121

Applicant's Address/Contact Information:
Name: Rachel E. Donn, Esq., Wolfe & Wyman, LLP
(please check the following the applies)
□ Owner □ Purchaser □ Agent x Other *(explain)* Attorney
Street Address/PO Box: 980 Kelly Johnson Drive, Suite 140
City: Las Vegas State: Nevada Zip Code: 89119
Phone No: 702-476-0100 E-mail:redonn@wolfewyman.com
Fax No: 702-476-0101

Property Owner's Address/Contact Information: (if different from applicant):
Name: GMAC Mortgage, LLC
Street Address/PO Box: 2711 N. Haskell Ave., Suite 900
City: Dallas State: TX Zip Code: 75040
Phone No:_____ E-mail:_____ Fax No:_____

Amount of City of Las Vegas Lien on the Property: $ 43,978.35

Amount requested to be considered for waiving and/or reduced? $ 39,700.00 (daily civil penalties)

Signature of Applicant: _____ Date:_____

Signature of Owner: _____ Date: 8/25/09

For Office Use Only:
Council Ward:_____, Case/File Number:_____, Council Action date of Lien:_____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

The City of Las Vegas' claim of code violations and the abatement actions which lead to the imposition of the above-referenced fines occurred when the subject property was in the possession of our client's borrower who previously owned the property. GMAC Mortgage, LLC obtained the property through a public auction on October 28, 2008. This was after the failed inspections and abatement efforts had occurred. Upon obtaining this property, GMAC Mortgage, LLC obtained a local management service to monitor the property and make sure it was in code compliance. We believe, despite its vacant status, the property continues to remain in code compliance through the date of this application.

The successful bidder at the Trustee's sale took title for $110,000.00 and, consequently, the amount of fines currently appears to be almost half of the value of the entire property.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The property continues to be vacant, however, GMAC Mortgage, LLC has hired a local agent to monitor and upkeep the property. Specifically, it is our understanding that the previous issues regarding waste and secured gating have been resolved.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

The property is currently held as an REO asset. It is GMAC Mortgage, LLC's intention to sell the property, however, the current City of Las Vegas lien makes this difficult.

Tommy Christy
5098 Foothills Blvd #3-333
Roseville CA 95747
916-223-3325
866-241-3162 F

To:
Neighborhood Services Office
Las Vegas, NV
702-382-3901 Fax
Attn: Management

Re: City Lien Waiver

From:
Tommy Christy, Buyer of below mentioned property

3120 W Washington Blvd, Las Vegas NV

Hello,

My name is Tom Christy and I am in contract to buy the above mentioned home. I will list any information I know about the possible lien at hand, and request the earliest review of the information.

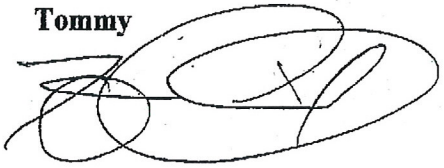
From what I know
Dora and Rosa Hernandez owned
3120 W Washington Blvd, LV NV 89107

The have an initial lien amount of about $4,200 from your organization.
The lien should have increased significantly since then.
The home has been sold at foreclosure auction on November 5th, 2008 to GMAC Mortgage, and currently sits vacant with an empty pool.
The home is a nuisance and we would like to clean it up and get a family in there.

Please call me as soon as possible. I understand there are meetings every 1st and 3rd Wednesday. Could we possibly be heard Wednesday August 5th, 2009 about removing the lien. My agent and my business partner will be available to attend the meeting. We are ready to take care of this as soon as possible. Please allow Miranda Richarson, of Keller Williams Realty to assist on my behalf.

Thank you very much.

Tommy



Tasha I. Downton

From: miranda@mslvrealtor.com
Sent: Tuesday, July 28, 2009 3:34 PM
To: Tasha I. Downton
Cc: Tom Christy
Subject: Fw: Request to waiver lien 3120 W Washington
Attachments: 8662413162_090728_185334122.pdf

Tasha,

Per our conversation.

-------- Original Message --------

--- On **Tue, 7/28/09, Tom Christy** <*tmcprops@yahoo.com*> wrote:

From: Tom Christy <tmcprops@yahoo.com>
Subject: Fw: MyFax Delivery from 18662413162
To: tdownton@lasvegasnevada.gov
Cc: "Miranda Richardson" <msr283@yahoo.com>
Date: Tuesday, July 28, 2009, 4:34 PM

Hello,
Please accept this request for the lien removal process. I can be reached at the numbers on the sheet.

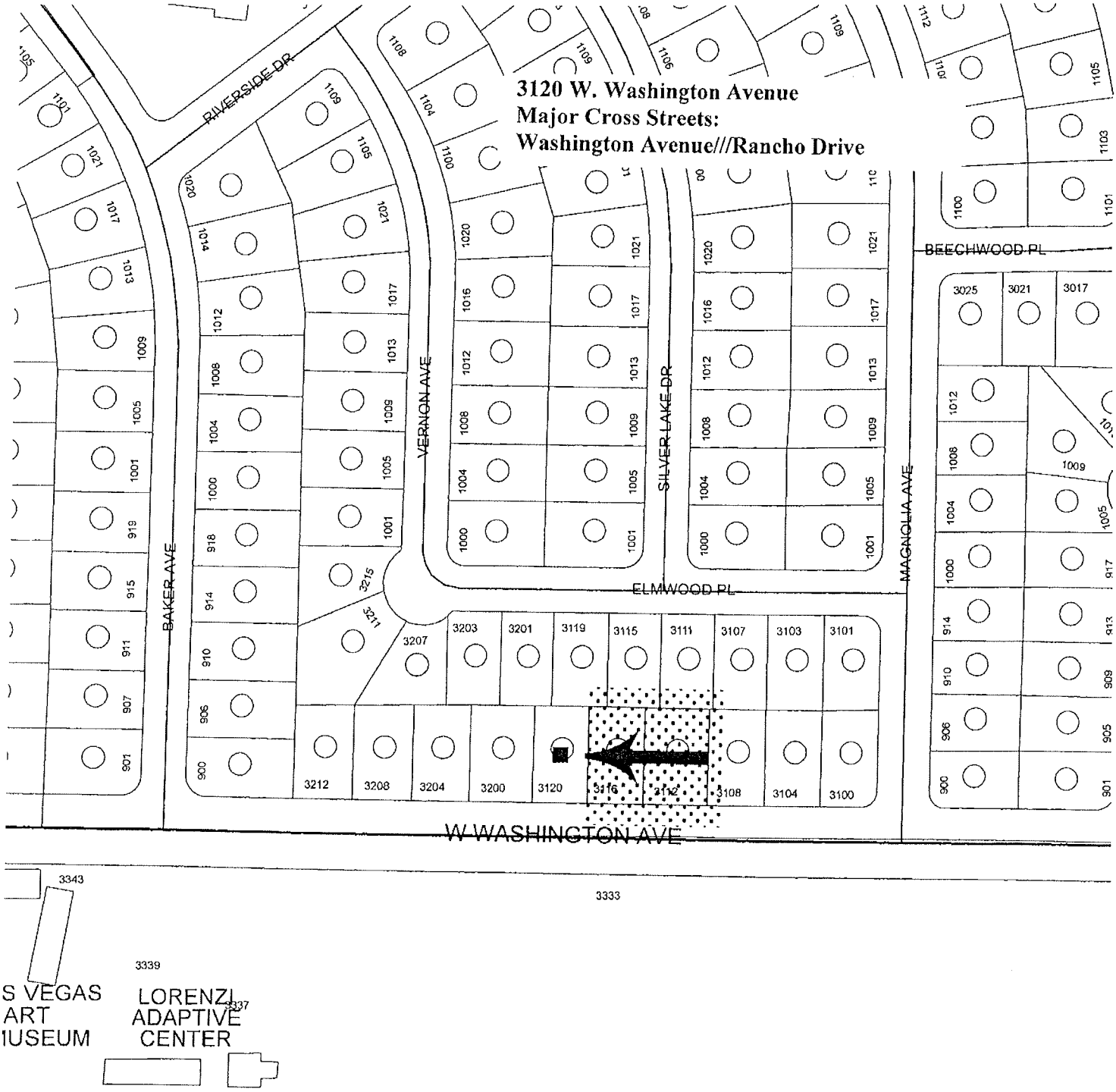
Thank You,

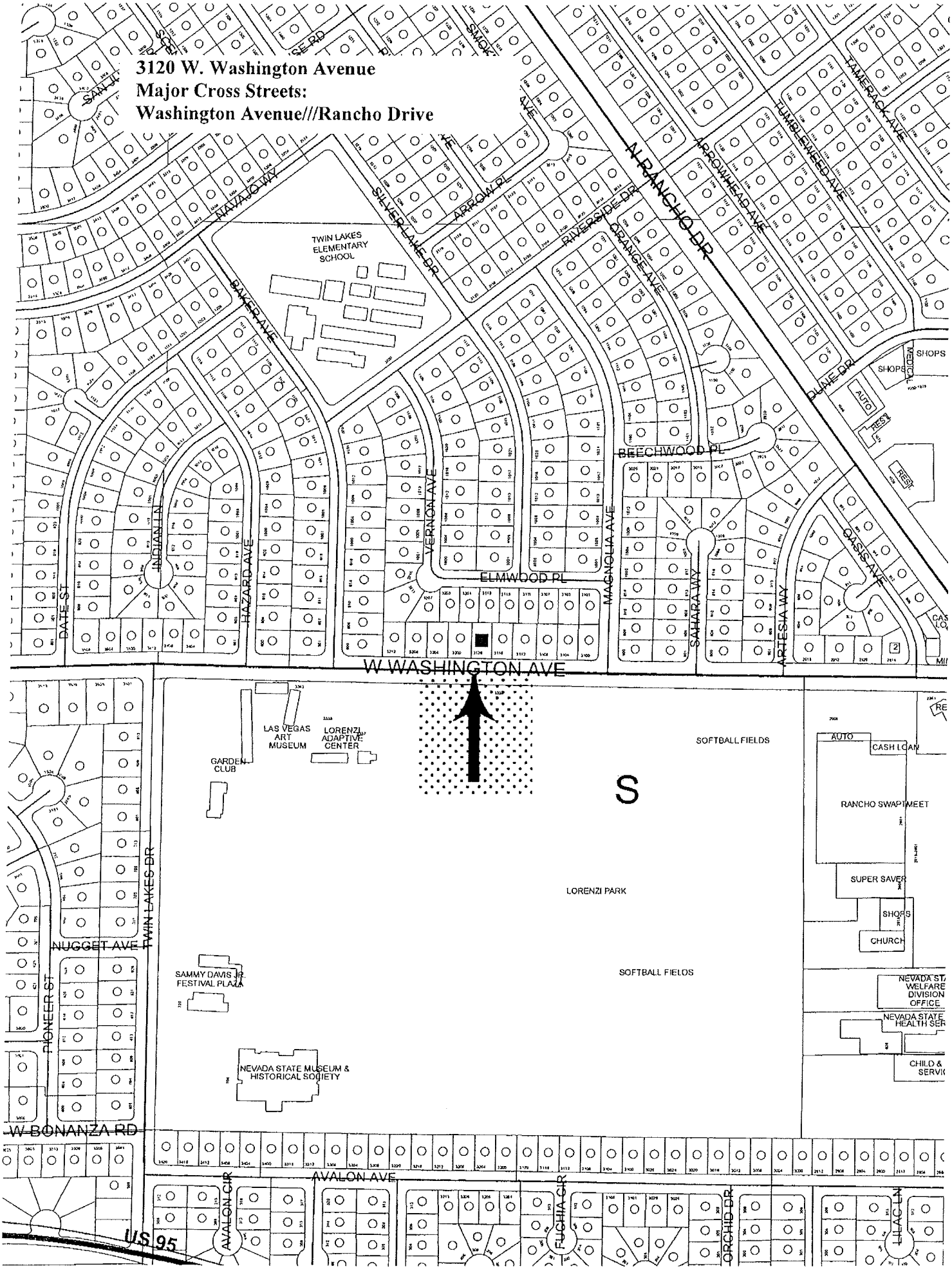
Tom
916-223-3325 - Cell

--- On **Tue, 7/28/09, MyFax** <*NoReply@MyFax.com*> wrote:

Click here if you want to report this as a junk fax

Miranda S Richardson
Realtor
Keller Williams Realty Las Vegas
3090 S Durango
Las Vegas, NV
702.553.5286 Direct
702.212.2222 Office
702.947.2322 FAX
miranda@mslvrealtor.com
www.mslvrealtor.com


3120 W. Washington Avenue
Major Cross Streets:
Washington Avenue///Rancho Drive
RIVERSIDE DR
BAKER AVE
VERNON AVE
SILVER LAKE DR
MAGNOLIA AVE
ELMWOOD PL
BEECHWOOD PL
W WASHINGTON AVE
3343
3333
3339
3337
S VEGAS
ART
IUSEUM
LORENZI
ADAPTIVE
CENTER
S
LORENZI PARK


3120 W. Washington Avenue
Major Cross Streets:
Washington Avenue///Rancho Drive
SAN LN
SE RD
SMOKE AVE
NAVAJO WAY
TWIN LAKES ELEMENTARY SCHOOL
SILVER LAKE DR
ARROWAL PL
RIVERSIDE DR
ORANGE AVE
N RANCHO DR
ARROWHEAD AVE
TUMBLEWEED AVE
TAMARACK AVE
SHOPS
MEDICAL
AUTO
REST
PLUME DR
BAKER AVE
BEECHWOOD PL
INDIANA LN
HAZARD AVE
VERNON AVE
ELMWOOD PL
MAGNOLIA AVE
SAHARA WY
ARTESIA WY
OASIS AVE
DATE ST
W WASHINGTON AVE
LAS VEGAS ART MUSEUM
LORENZI ADAPTIVE CENTER
GARDEN CLUB
SOFTBALL FIELDS
S
AUTO
CASH LOAN
RANCHO SWAPMEET
SUPER SAVER
SHOPS
CHURCH
LORENZI PARK
SOFTBALL FIELDS
NEVADA ST. WELFARE DIVISION OFFICE
NEVADA STATE HEALTH SER
CHILD & SERVI
TWIN LAKES DR
NUGGET AVE
PIONEER ST
SAMMY DAVIS JR. FESTIVAL PLAZA
NEVADA STATE MUSEUM & HISTORICAL SOCIETY
W BONANZA RD
AVALON AVE
AVALON CIR
FUCHIA CIR
ORCHID DR
LILAC LN
US 95

Associated Fees and Civil Penalties

Fifteen (15) inspections with (10) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	2/15/08	N/C			Initial assessment
2nd inspection	2/26/08	$120	$12		
3rd inspection	3/4/08	$180	$18	$150	
4th inspection	3/11/08	N/C			Partial pass*
5th inspection	3/25/08	N/C			Passed
Total for 62375		***$300***	***$30***	***$150***	***$480***
1st inspection	5/6/08	N/C			Initial assessment
2ndinspection	5/21/08	$120	$12		Failed
3rd inspection	6/10/08	$180	$18	$150	Failed
4thinspection	7/1/08	N/C			Partial Pass*
5th inspection	7/22/08	$180	$18	$300	Failed
6th inspection	7/29/08	$180	$18	$500	Failed
7th inspection	8/4/08	N/C			Partial Pass*
8thinspection	9/6/08	$180	$18	$500	Failed
9th inspection	9/15/08	$180	$18	$500	Failed
10th inspection	10/15/08	N/C			Passed
Total of 65276		***$1,020***	***$102***	***$1,950***	***$3,072***
Grand Total		**$1,320**	**$132**	**$2,100**	**$3,552**

* a partial pass recognizes that the property owner was making some progress with correcting the violations.

Abatement: Council Action on March 18, 2008

Contractor expenses: C.H. Construction	$1,049.00			
15% Administrative Fee	$157.35			
Interest (per Finance Dept)	$42.84			
Sub-Total	**$1,249.19**			
Inspection Fees	$1,320.00			
Late Fees	$132.00			
Penalties Per Failed Inspection	$2,100.00			
Daily Civil Penalties	$39,700.00			
TOTAL	**$44,501.19**			

Total fees and penalties associated with the property $44,501.19

Amounts Paid: $0.00 (1/10)
Balance Due: $44,458.35 w/interest of $42.84 = **$44,501.19**
Actual Expenses: $2,526.35

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
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RICKI Y. BARLOW
STAVROS S. ANTHONY

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 702.386.9108
www.lasvegasnevada.gov

January 27, 2010

Certified/Regular Mail
Return Receipt Requested

GMAC Mortgage LLC
1100 Virginia Drive
Fort Washington, PA 19034-3204

3120 W. Washington Avenue – Case 62375/65276

Dear Property Owner/Representative:

At the City Council meeting(s) held on March 18, 2009 Agenda Item #38 was approved for a lien in the amount of $43,978.35 (including daily civil penalties in the amount of $39,700). Total owed on parcel is $44,501.19 (w/interest). The hearing scheduled on February 3, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 6216 Bellota Drive in the amount of $171,209.97. PROPERTY OWNER: BANK US NATIONAL ASSN TRS – Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Alfredo Veliz, Agent, to consider a request for a waiver and/or reduction of civil penalties imposed on the parcel at the City Council meeting on July 16, 2008 for a total of $101,500 along with recurring civil penalties to be assessed per Council (every 30 days at $500 a day) for a total of $61,500. The case was generated on September 27, 2007 and was in violation of Las Vegas Municipal Code (LVMC) 16.31 Vacant Buildings. The property was abated on January 4, 2008 and lien(s) were recorded at Clark County recorder's office on July 24, 2008, August 22, 2008, October 16, 2008, November 18, 2008 and December 12, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated June 5, 2009 on behalf of Bank US National Assn TRS requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notification of Hearing Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider a request for a waiver and/or reduction of civil penalties for the property located at 6216 Bellota Drive in the amount of $171,209.97. PROPERTY OWNERS: BANK US NATIONAL ASSN TRS - Ward 5 (Barlow)

Today's hearing is a request from Alfredo Veliz, Agent, to consider a request for a waiver and/or reduction of civil penalties imposed on the parcel at the City Council meeting on July 16, 2008 for a total of $101,500 along with recurring civil penalties to be assessed per Council (every 30 days at $500 a day) for a total amount of $61,500. The case was generated on September 27, 2007. The abatement was conducted on this property on January 4, 2008. The lien(s) were recorded at Clark County recorder's office on July 24, 2008, August 22, 2008, October 16, 2008, November 18, 2008 and December 12, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated June 5, 2009 on behalf of Bank US National Assn TRS requesting the civil penalties be waived.

Fees associated with the abatement and inspections total $6,560.20 (minus the $163,000 in daily civil penalties assessed). A payment of $2,308 was received in September 2009. Total owed on case with civil penalties $171,209.97 (w/interest of $489.77).

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 – Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 6/5/09

Location and/or address of subject property:

Nearest major intersection: Jones/Lake Mead

Street Address: 6216 Bellota Dr.

Parcel Number: 138-23-710-026

Applicant's Address/Contact Information:

Name: ALFREDO VELIZ
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*_____
Street Address/PO Box: 5780 Fine Lace St.
City: Las Vegas **State:** NV **Zip Code:** 89148
Phone No: (702) 326-9323 **E-mail:** Alfredov@clear.net **Fax No:** (702) 992-9130

Property Owner's Address/Contact Information: (If different from applicant):
Name: BANK U.S. National Ass'n Trs.
Street Address/PO Box: 1495 New Horizon Way
City: Frederick **State:** MD **Zip Code:** 21703-8388
Phone No:_____ **E-mail:**_____ **Fax No:**_____
Communicate with agents Alfredo Veliz: (702) 326-9323 / Cheri Veliz (702) 354-9325

Amount of City of Las Vegas Lien on the Property: $ 160,000?

Amount requested to be considered for waiving and/or reduced? $ 160,000?

Signature of Applicant: [signature] Date: 6/4/09

Signature of Owner:_____ Date:_____

For Office Use Only:
Council Ward:_____; Case/File Number:_____; Council Action date of Lien:_____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

The liens exceed the value of the property. Also, in order to sell the property, the bank needs to be able to transfer a clean title.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The property is in a state of disrepair. It has been vandalized since its vacancy. Windows have been broken out. Doors are damaged.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

We have prospective buyers, who wish to purchase and make the necessary repairs and restore it.

PREMIERE
ASSET SERVICES

PROPERTY ASSIGNMENT / INSTRUCTION LETTER

PLEASE READ ENTIRE LETTER CAREFULLY BEFORE ACCEPTING PROPERTY ASSIGNMENT.

Date: 02/23/2009
Matter ID .: **196583**
Subject Address **6216 BELLOTA DR**
City **LAS VEGAS**
State, Zip **NV, 89108**

Agent Name: **Veliz, Alfredo**
Company: **Keller Williams Realty Las Vegas**

Premiere Asset Services (PAS), is the servicer of the above referenced property. We would like to request your services as the Listing Agent for this property. Please read this letter carefully and provide your acceptance and understanding of thes instructions/terms for this property by completing the "Accept Property Assignment" task in the Agent Portal (https://portal.pasreo.com). Once you have provided acceptance of these terms, you will be given tasks to complete in the Agent Portal that correspond to the general instructions in this letter. Instructions for completing the individual tasks in th Agent Portal are communicated from the tasks themselves. For actions outside the Agent Portal, please follow the guidelines listed below unless told otherwise from your Asset Manager. Current PAS representatives assigned to the property are available under Property Details in the Agent Portal. Any questions regarding this letter should be directed to your asset manager. Any technical problems using the Agent Portal should be directed to PASTechSupport@wellsfargo.com.

Communication

Any communication regarding information about this property, its occupants, previous mortgagors, and potential buyers should be conducted through the Secure Messaging feature in the Agent Portal. Secure Messaging allows to you send, record, and receive sensitive information that is not appropriate for transmission through unencrypted email. Sending sucl information through unencrypted email may be a violation of our corporate policy and may be cause for termination of ou agreement and/or legal action. Any questions regarding information security/privacy policies should be directed to PASTechSupport@wellsfargo.com.

REO Instructions

Using the Agent Portal

All work related to marketing and maintenance of this property will be communicated through the use of workflow tasks the Agent Portal. Other work may be required to be completed outside of the requested information from the portal. In addition to the items below, you will be contacted by a PAS representative when such information is needed or work requested.

Billing

All agent and vendor invoices (except HOA) must be submitted to our Accounts Payable Department via the agent portal by the agent assigned to the property.

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To ensure timely payment, please verify all requirements are met, approvals are received and procedures are followed, prio to the submission of invoices.

PASAP reminders:

- Initial utility bills which include charges prior to the foreclosure sale date, should be coordinated with your PAS property contact prior to payment or submission to Accounts Payable.
- A complete account history reflecting all charges and service dates is required for any bill which contains a previous balance, past due amount, prior balance or a running balance.
- The HOA information task should be completed within 5 days of accepting the property. Forward HOA bills and information to PASAPHOA@wellsfargo.com or via fax to 866-574-3545.

PASAP Contact Information:

PASAPInquiries@wellsfargo.com	Accounts payable billing questions
COSSTechSupport@wellsfargo.com	Technical support for online bill submissions
PASTechSupport@wellsfargo.com	Agent portal technical support
PASAPHOA@wellsfargo.com	HOA invoices and information

Yard Maintenance

During the Spring/Summer season, regular yard maintenance will have to be scheduled. If monthly cost exceed $125.00, please contact PAS for approval.

Offers

All offers must be presented to PAS for review via the Agent Portal. All accepted offers must be prequalified, include pro of funds, and have an earnest deposit. The ORIGINAL contract, counter offer form and all addendums, including proof of funds, prequalification letter, and proof of Buyer's earnest money deposit must be uploaded/forwarded to PAS within five (5) days of offer acceptance date. Any outstanding invoices must be submitted to PAS, fifteen 15 days prior to the scheduled closing date. No expenses will be paid on the date of closing, at the closing table or after closing with the exception of FINAL utilities. It is the agent's responsibility to have the utilities disconnected effective the day of the closing. The final utility invoices must be submitted to PAS within 30 days of closing.

Closing

Premiere Asset Services will designate a closing office. Please coordinate closing with the designated office. You can ask your Asset Manager for the designated closing office at any time. Keep you Asset Manager informed of any delays or problems with the closing.

Agent Information

Please ensure your resume, E & O Insurance, Real Estate License, completed W-9 and a list of zip codes have been provided/updated upon receipt of this letter. If this information is up to date, please disregard. Please do not hesitate to contact us should you have any questions or require additional documentation. We are looking forward to working with y in our mutual goal to successfully market and sell this property.

Agent and Buyer Incentives

PAS Agent, Selling Agent, and buyer incentives may be available for this property depending on the location, owner of

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record, type of dwelling, buyer qualifications, and special promotions. All sales incentives will be communicated in the Listing Agreement at time of listing.

Sincerely,

Premiere Asset Services

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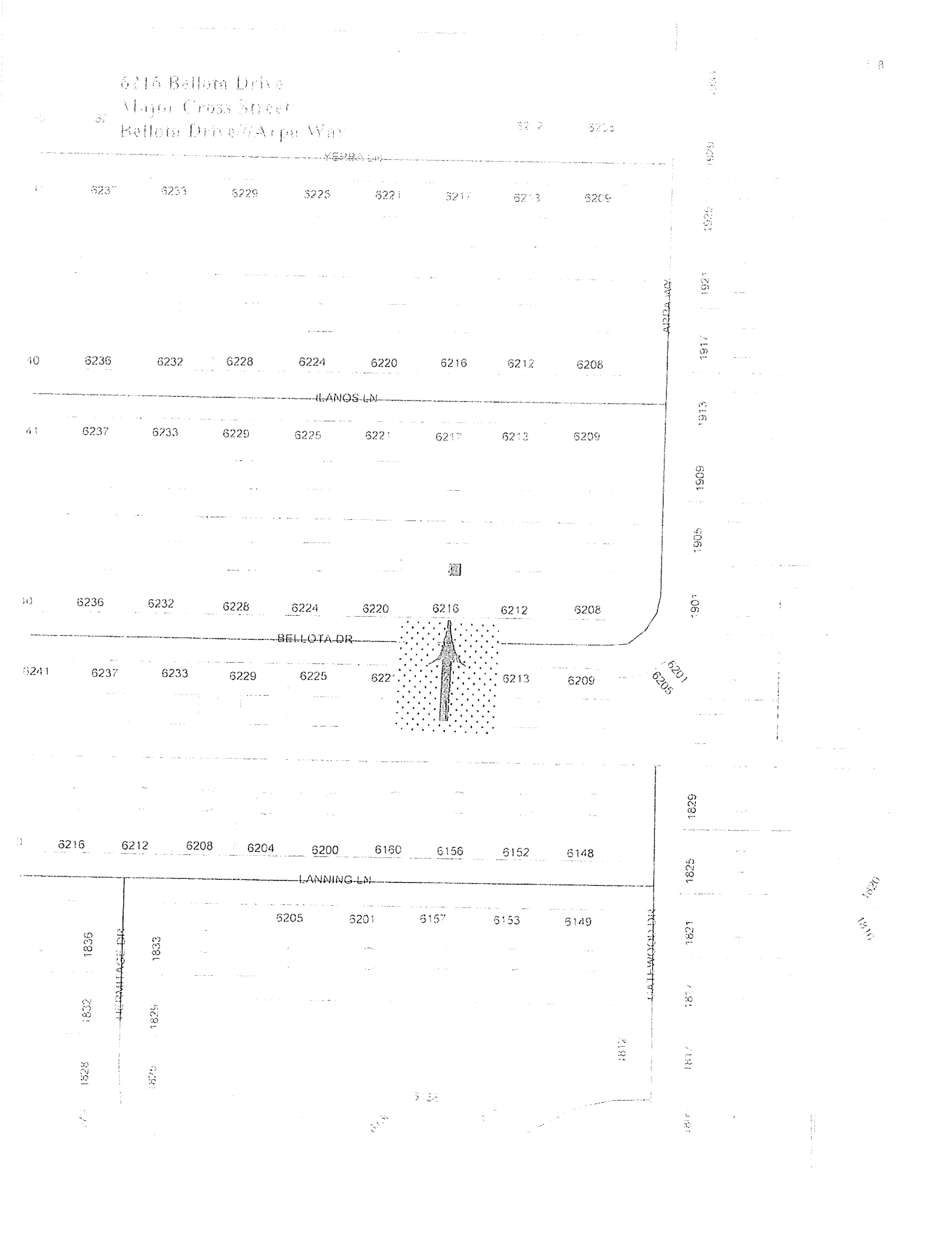
6216 Bellota Drive
Major Cross Street
Bellota Drive/Arpa Way



6216 Bellota Drive
Major Crime Scene
Bellota Drive//Arapa Way
PINES CT
GUADALUPE AVE
ARAPA CT
SAN CLEMENTE AVE
CUSICO CIR
LA CAMARITA ST
MALLARD CT
EUGENE AVE
ESPINOSA AVE
BRAVO ST
DON ZAREMBO AVE
SAN SIMEON ST
DAISY LEE AVE
ETHEL MAY AVE
DON GASPAR AVE
W LAKE MEAD BLVD
N JONES BLVD
YERBA LN
BLUE TWILIGHT CT
LIRIO WAY
ARPA WAY
ILANOS LN
BELLOTA DR
CANNING LN
HERMITAGE DR
GATEWAY
CROWNHAVEN CT
SAUGHAVEN CT
PALO ALTO CIR
PLUTO DR
RUNNINGBEAR DR
GOOSE CREEK PL
FEATHER WAY
BLACK HAWK RD
OAKHAVEN LN
EDRENE AVE
VELMA AVE
N MALLARD ST
GORDON AVE
MARTITA AVE
CARL AVE
LONG VALLEY DR
STONEYBROOK DR
CREST HAVEN AVE
BARREL CACTUS CT
JOSHUA TREE CT
BREEZEWOOD DR
OLD TRAIL RD
VEGAS DR
NINE FROST DR

Associated Fees and Civil Penalties

Fourteen (14) inspections with (9) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	10-12-07	N/C			Initial assessment
2nd inspection	11-14-07	N/C			Partial pass*
3rd inspection	11-29-07	$120.00			**Failed**
4th inspection	11-29-07	$180.00	$18.00	$150.00	**Failed**
5th inspection	12-11-07	N/C			Partial pass*
6th inspection	12-21-07	$180.00		$300.00	**Failed**
7th inspection	1-2-08	N/C			Partial pass*
8th inspection	3-11-08	$180.00		$500.00	**Failed**
9th inspection	8-19-08	$180.00		$500.00	**Failed**
10th inspection	9-17-08	N/C			Partial pass*
11th inspection	11-5-08	$180.00		$500.00	**Failed**
12th inspection	12-17-08	$180.00		$500.00	**Failed**
13th inspection	1-26-09	$180.00		$500.00	**Failed**
14th inspection	4-8-09	$180.00		$500.00	**Failed**
Sub-Total		$1,560.00	$18.00	$3,450.00	

* a partial pass recognizes that the property owner was making some progress with correcting the violations.

First Abatement: Council Action on July 16, 2008

Contractor expenses: C.H. Construction	$4,098.00			
15% Administrative Fee	$614.70			
Sub-Total	**$4,712.70**			
Second Abatement:				
Rapid Response Team	$250.00			
15% Administrative Fee	$37.50			
Inspection Fees	$1,560.00			
Sub-Total	**$1,847.50**			
Late Fees	$18.00			
Penalties Per Failed Inspection	$3,450.00			
Daily Civil Penalties	$163,000.00			
TOTAL	**$173,028.20**			

Total fees and penalties associated with the property $173,028.20

Amounts Paid: $2,308.00 (9-09)
Balance Due: $170,720.20 w/interest of $489.77 = **$171,209.97**
Actual Expenses: $6,560.20

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 19, 2010

CASE #58355
Certified/Regular Mail
Return Receipt Requested

U S Bank National Association TRS
7495 New Horizon Way
Mail Stop-NAC #X3902-01F
Frederick, MD 21703-8388

RE: 6216 Bellota Drive – Case #58335

Dear Property Owner/Representative:

At the City Council meeting held on July 16, 2008 Agenda Item #45 was approved for a lien in the amount of 106,212.70 along with approval for recurring civil penalties (every 30 days at $500 a day) for an amount of $61,500 for a case total $173,028.20 (including the daily civil penalties in the amount of $163,000). The hearing scheduled on February 3, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:tid

cc: Alfredo Veliz, 5780 Fine Lace Street, Las Vegas, NV 89148

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 6225 Bellota Drive in the amount of $170,385.24. PROPERTY OWNER: GMAC MORTGAGE LLC – Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Rachel E. Donn of Wolfe & Wyman, LLP and Kathy Font, Agent of GMAC Mortgage, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on July 16, 2008 for a 500-a-day fine retroactive and prospective for $170,140.35 plus interest in the amt of: $244.89 for a total of: $170,385.24. The case was generated on October 9, 2007. There were two abatements conducted on this property one on January 2, 2008 and the second on March 28, 2008. The liens were recorded at Clark County recorder's office. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated August 24, 2009 and November 9, 2009 on behalf of owner, GMAC Mortgage requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 3, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing to consider a request for a waiver and/or reduction of fees for the property located at 6225 Bellota Drive in the amount of $170,385.24. PROPERTY OWNERS: GMAC MORTGAGE LLC - Ward 5 (Barlow)

Today's hearing is a request from Rachel E. Donn of Wolfe & Wyman, LLP and Kathy Font, Agent of GMAC Mortgage, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on July 16, 2008 for a 500-a-day fine retroactive and prospective for $170,140.35 plus interest in the amt of: $244.89 for a total of: $170,385.24. The case was generated on October 9, 2007. There were two abatements conducted on this property one on January 2, 2008 and the second on March 28, 2008. The liens were recorded at Clark County recorder's office. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated August 24, 2009 and November 9, 2009 on behalf of owner, GMAC Mortgage requesting the civil penalties be waived.

Fees associated with the two abatements and inspections total $3,704.35. To date, $450.00 have been paid. Total owed on the case with civil penalties $170,385.24 (w/interest $244.89).

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: August 24, 2009

Location and/or address of subject property:

Nearest major intersection: West Lake Mead and North Jones

Street Address: 6225 Bellota Drive, Las Vegas, Nevada 89108

Parcel Number: 138-23-710-017

Applicant's Address/Contact Information:
Name: Rachel E. Donn, Esq., Wolfe & Wyman, LLP
(please check the following the applies)
□ Owner □ Purchaser □ Agent x Other *(explain)* *Attorney*
Street Address/PO Box: 980 Kelly Johnson Drive, Suite 140
City: Las Vegas State: Nevada Zip Code: 89119
Phone No: 702-476-0100 E-mail:redonn@wolfewyman.com
Fax No: 702-476-0101

Property Owner's Address/Contact Information: **(if different from applicant):**
Name: GMAC Mortgage, LLC
Street Address/PO Box: 2711 N. Haskell Ave., Suite 900
City: Dallas State: TX Zip Code: 75040
Phone No:_____ E-mail:_____ Fax No:_____

Amount of City of Las Vegas Lien on the Property: $ 104,754.35

Amount requested to be considered for waiving and/or reduced? $ 101,050.00
(daily civil penalties)

Signature of Applicant: _____ Date:_____

Signature of Owner: _____ Date: 8/25/09

For Office Use Only:
Council Ward: _____ Case/File Number: _____ Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

The City of Las Vegas' claim of code violations and abatement actions which lead to the imposition of the above-referenced fines occurred when the subject property was in the possession of our client's borrower. GMAC Mortgage, LLC purchased the property at public auction on June 12, 2008 and did not have possession prior. The purchase was after the failed inspections and abatement efforts had occurred. Upon obtaining this property, GMAC Mortgage, LLC obtained a local management service to monitor the property and make sure it was in code compliance. We believe, despite its vacant status, the property continues to remain in code compliance through the date of this application. Currently the amount of the fines is approximately thirty times that of the actual abatement costs.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The property continues to be vacant, however, GMAC Mortgage, LLC has hired a local agent to monitor and upkeep the property. Specifically, it is our understanding that the previous issues are being resolved.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

The property is currently held as an REO asset. It is GMAC Mortgage, LLC's intention to sell the property, however, the current City of Las Vegas lien makes this difficult.

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harein, Director
400 Stewart Avenue – 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 – Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 11-9-09

Location and/or address of subject property:

Nearest major intersection: Jones & Vegas Dr.

Street Address: 6225 Bellota

Parcel Number: 138-23-710-017

Applicant's Address/Contact Information:
Name: Kathy Fait
(please check the following the applies)
☐ Owner ☐ Purchaser ☑ Agent ☐ Other *(explain)*
Street Address/PO Box: 2392 Winter Cliff Ln.
City: Henderson State: NV Zip Code: 89052
Phone No: 702-488-6432 E-mail: kjfait@gmail.com Fax No: 702 458-4449

Property Owner's Address/Contact Information: (if different from applicant):
Name: GMAC Mortgage LLC.
Street Address/PO Box: 1100 Virginia Dr
City: Fort Washington State: PA Zip Code: 19034-3204
Phone No: 214-874-2511 E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 170,385.24

X **Amount requested to be considered for waiving and/or reduced?** $ 163,720.00

Signature of Applicant: _____ Date: 11-10-09

X Signature of Owner: _____ Date: 11-19-09

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

GMAC request that a reduction in the fees associated with the violation be considered because, 1. These fines incurred when we did not have physical possession of the property. 2. The fines far exceed the true value of the property in question 3. It would be in the City's best interest to get this property on the market and sold ASAP. And finally we would like to do all we can to make sure the City receives the funds it needs to take care of all of its out of pocket expenditures plus fines for all of its work placed into this property. Therefore we request that you consider accepting all of your out of pocket expenditures plus $2,000 in fines to expedite the settling of this matter. As soon as this matter is settled it is our intention to sale the property ASAP as we have foreclosed on the originally owner.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

A current BPO including pictures is provided for you review of the property condition

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

GMAC plans to sale the property on the open market ASAP

Residential Broker Price Opinion (BPO)

This BPO is the ☐ Initial ☐ 2nd Opinion ☒ Updated ☐ Exterior Only

DATE 11-09-09
Date Format (00/00/00)

ASSET NUMBER:	0307718506	SALES REPRESENTATIVE:	
PROPERTY ADDRESS:	8226 BELLOTA DRIVE	CLIENT NAME:	GMAC
	LAS VEGAS NV 89108	COMPLETED BY:	MICHELE SULLIVAN
FIRM NAME:	Realty World Luxury Homes	FAX NO.	7028188283
PHONE NO.	7028608995	EMAIL	MSULLIVAN@LASVEGASREALTYWORLD.COM
PARCEL NO.	138-23-710-017		

I. GENERAL MARKET CONDITIONS

Current market condition: ☒ Depressed ☐ Slow ☐ Stable ☐ Improving ☐ Excellent

Employment conditions: ☒ Declining ☐ Stable ☐ Increasing

Market price of this type property has: ☒ Decreased 24 % in past 12 months
☐ Increased ____ % in past ____ months
☐ Remained stable

Estimated percentages of owner vs. tenants in neighborhood: 5 % owner occupant 95 % tenant

There is a ☐ Normal supply ☒ oversupply ☐ shortage of comparable listings in the neighborhood

Approximate number of comparable units for sale in neighborhood: 8

No. of competing listings in neighborhood that are REO or Corporate owned: 6

No. of boarded or blocked-up homes: 2

Location Description: ☒ Suburban ☐ Urban ☐ Rural

New Construction: ☐ Yes ☒ No

Incentives Offered: ☐ Yes ☒ No

Comments:
Fourplex is located in an area that is less desirable, Asset needs complete renovation

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is $ 93000 to $ 579000

The subject is an ☐ over improvement ☐ under improvement ☒ Appropriate improvement for the neighborhood.

Normal marketing time in the area is: ☐ 30 days ☐ 60 days ☐ 90 days ☐ 120 days ☐ 150 days ☐ 180 days

Are all types of financing available for the property? ☐ Yes ☒ No If no, explain Cash Only

Has the property been on the market in the last 12 months? ☒ Yes ☐ No If yes, How Long? currently
If yes, $ 99900 list price (include MLS printout)

To the best of your knowledge, why did it not sell? City Fines

Unit Type: ☐ single family detached ☐ condo ☐ co-op ☐ mobile home
☒ single family attached ☐ townhouse ☐ modular ☐ land only

If condo or other association exists; Fee $ 0 ☐ monthly ☐ annually Current? ☐ Yes ☐ No Fee delinquent? $ ____

The fee includes: ☐ Insurance ☐ Landscape ☐ Pool ☐ Tennis Other N-A

Association Contact Name: None Phone No.: N-A

If HOA exists; Fee $ 0 ☐ monthly ☐ annually Current? ☐ Yes ☐ No Fee delinquent? $ ____

HOA Contact: Name: N-A Phone No.: ____

If Management Company exists; Fee $ 0 ☐ monthly ☐ annually Current? ☐ Yes ☐ No Fee delinquent? $ ____

Management Company: Name: N-A Phone No.: ____

Agent believes subject property is ☒ Vacant ☐ Occupied

Agent believes subject property is ☐ Favorable ☒ Neutral ☐ Unfavorable

Subject property has basement? ☐ Yes ☒ No

If subject property is Mobile Home, is it Attached to foundation? ☐ Yes ☐ No

Owner Pride ☐ Good ☐ Average ☒ Below Average

Does Agent feel there would be a resale problem? ☐ Yes ☒ No

Agent resale comments:
There are city fines on property in excess of $200K. Buyer will need to renovate each unit. Total estimate of $60K or more to bring back to rentable condition.

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III. COMPETITIVE CLOSED SALES

ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address	6225 BELLOTA DRIVE	6248 Yerba Ln		6212 Bellota Dr		6240 Bellota Dr	
City	LAS VEGAS	LAS VEGAS		LAS VEGAS		LAS VEGAS	
State	NV	NV		NV		NV	
Postal Code	89108	89108		89108		89108	
On Original BPO	☐ Yes ☐ No	☐ Yes ☒ No		☒ Yes ☐ No		☐ Yes ☒ No	
Basement	☐ Yes ☒ No	☐ Yes ☒ No		☐ Yes ☒ No		☐ Yes ☒ No	
Prox. to Subject (miles)		* Proximity	.25	* Proximity	.25	* Proximity	.25
List Price	$	$	82900	$	92500	$	128700
Sale Price	$	$	90000	$	91350	$	125000
Price/Gross Living Area	$ Sq.Ft.	$ 23 Sq.Ft.		$ 23 Sq.Ft.		$ 32 Sq.Ft.	
Data Source	MLS	MLS		MLS		MLS	
Sale Date		09-22-09		10-01-09		09-15-09	
Days on Market		52		232		87	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Sales or Financing Concessions		Cash		Auction		Cash	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Mountains	Mountains		Mountains		Mountains	
Design and Appeal	4 Plex	4 Plex		4 Plex		4 Plex	
Quality of Construction	Frame- Stucco	Frame- Stucco		Frame- Stucco		Frame- Stucco	
Age	24	25		24		25	
Condition	Poor	Poor		Poor		Poor	
Above Grade Room Count	Total 12 / Bdrms 8 / Baths 8	Total 12 / Bdrms 8 / Baths 8		Total 12 / Bdrms 8 / Baths 8		Total 12 / Bdrms 8 / Baths 8	
Gross Living Area	3892 Sq.Ft.	3892 Sq.Ft.		3892 Sq.Ft.		3892 Sq.Ft.	
Lot Size	7000	8100		7500		7400	
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	No	No		No		No	
Heating/Cooling	Central	Central		Central		Central	
Energy Efficient Items	None	None		None		None	
Garage/Carport	0	0		0		0	
Porches, Patio, Deck Fireplace(s), etc.	FP- Balcony	FP- Balcony		FP- Balcony		FP- Balcony	
Fence, Pool, etc.	None	None		None		None	
Location	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Lot Characteristics	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
View	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Floor Plan Utility	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Ext Condition's Appeal	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Int Condition's Appeal	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Overall Rating Compared	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Other	None	Adj for Sale Date	-1800	Adj for Sale Dat	-1827	Adj for Sale Dat	-2500
Net Adj. (total)			-1800		-1827		-2500
Adjusted Sales Price of Comparable			88200		89523		122500
Sale # 1 Inspected?	☒ Yes ☐ No	Comments:	Drive By - MLS				
Sale # 2 Inspected?	☒ Yes ☐ No	Comments:	Drive By - MLS				
Sale # 3 Inspected?	☒ Yes ☐ No	Comments:	Drive By - MLS				

IV. MARKETING STRATEGY

☒ As-Is ☐ Minimal Lender Required Repairs ☐ Repaired

* **Most Likely Buyer:** ☐ 1st Time Buyer ☐ Move Up Buyer ☒ Investor ☐ Seller Assisted

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V. REPAIRS

Itemize ALL repairs needed to bring property from its present "as is" condition to average marketable condition for the neighborhood. Check those repairs you recommend that we perform for most successful marketing of the property.

* Insurable Damage? Y ☐ N ☒

	Item	Estimated Cost		Item	Estimated Cost
☒	All Interior and Exterior Repairs	$ 80000	☐		$
☐		$	☐		$
☐		$	☐		$
☐		$	☐		$
☐		$	☐		$

GRAND TOTAL FOR ALL REPAIRS $ 80000

Estimated days to complete all repairs 180

VI. COMPETITIVE LISTINGS

ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address	6225 BELLOTA DRIVE	5217 W. Cheyenne Av		5228 Pebble Beach Bl		6215 Bellota Dr	
City	LAS VEGAS	LAS VEGAS		LAS VEGAS		LAS VEGAS	
State	NV	NV		NV		NV	
Postal Code	89108	89108		89108		89108	
Original List Price		93000		117900		169900	
Days since last reduction		0		30		30	
On Original BPO	☐ Yes ☐ No	☐ Yes ☒ No		☐ Yes ☒ No		☒ Yes ☐ No	
Basement	☐ Yes ☒ No	☐ Yes ☒ No		☐ Yes ☒ No		☐ Yes ☒ No	
Prox. to Subject (miles)		* Proximity	.25	* Proximity	.25	* Proximity	.25
List Price	$	$	93000	$	99900	$	139900
List Date		11-06-09		09-04-09		03-06-09	
Price/Gross Living Area	$ Sq.Ft.	$ 31 Sq.Ft.		$ 31 Sq.Ft.		$ 36 Sq.Ft.	
Data and/or Verification Sources	MLS	MLS		MLS		MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Sales or Financing Concessions		Cash- Conv		Cash- Conv- FHA- VA		Cash- Conv	
Days on Market		3		97		598	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Mountains	Mountains		Mountains		Mountains	
Design and Appeal	4 Plex	4 Plex		4 Plex		4 Plex	
Quality of Construction	Frame- Stucco	Frame- Stucco		Frame- Stucco		Frame- Stucco	
Age	24	30		48		24	
Condition	Poor	Poor		Poor		Poor	
Above Grade Room Count	Total 12 / Bdrms 8 / Baths 8	Total 12 / Bdrms 8 / Baths 6		Total 12 / Bdrms 8 / Baths 4		Total 12 / Bdrms 8 / Baths 8	
Gross Living Area	3892 Sq.Ft.	2980 Sq.Ft.		3196 Sq.Ft.		3892 Sq.Ft.	
Lot Size	7000	7150		7360		7200	
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	No	No		No		No	
Heating/Cooling	Central	Central		Central		Central	
Energy Efficient Items	None	None		None		None	
Garage/Carport	0	0		0		0	
Porches, Patio, Deck Fireplace(s), etc.	FP- Balcony	FP- Balcony		FP- Balcony		Balcony	
Fence, Pool, etc.	None	None		None		None	
Location	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Lot Characteristics	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
View	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Floor Plan Utility	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☐ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Ext Condition's Appeal	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Int Condition's Appeal	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Overall Rating Compared	☐ Good ☐ Avg ☐ Fair ☒ Poor	☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor		☐ Good ☐ Avg ☐ Fair ☒ Poor	
Other	None	None		None		None	
Net Adj. (total)			0		0		0
Adjusted Sales Price of Comparable			93000		99900		139900
Listing # 1 Inspected?	☒ Yes ☐ No	Comments:	Drive By - MLS				
Listing # 2 Inspected?	☒ Yes ☐ No	Comments:	Drive By - MLS				
Listing # 3 Inspected?	☒ Yes ☐ No	Comments:	Drive By - MLS				

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VII. THE MARKET VALUE

	60-90 Day Value	Suggested List Price
AS IS	$ 89900	$ 89900
REPAIRED	$ 179900	$ 179900

VII. NARRATIVE

Condition of property:
Very Poor. Entire property needs to be renovated

Refurbish vs. As Is Analysis:
As Is

Recommended Inspections and why:
None

Identify any positive or negative location influences:
Bad location

Property summary - include postive/negative influences that would impact the sale:
City fines will be a problem for any buyers

Signature: By Meghan Batchelor for Michele Sullivan

Date: 11-09-09
Date Format (00/00/00)

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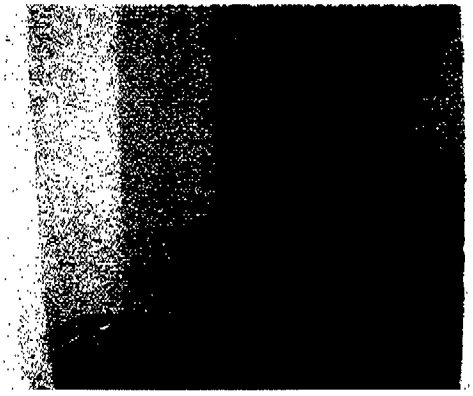
ML #: 876992 **List Price:** $ 99,900

Address: 6225 BELLOTA DR

Exterior Front

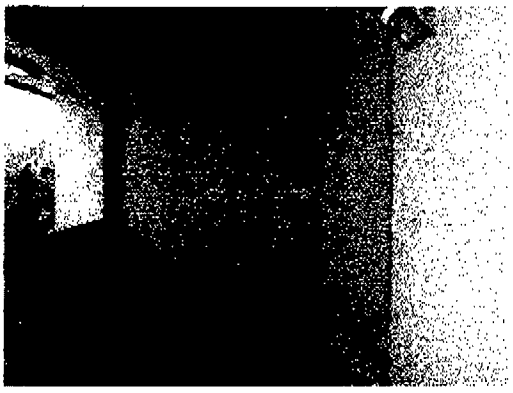


Patio/Deck

Unit A

Other

Walkway



Patio/Deck

Unit D

Other

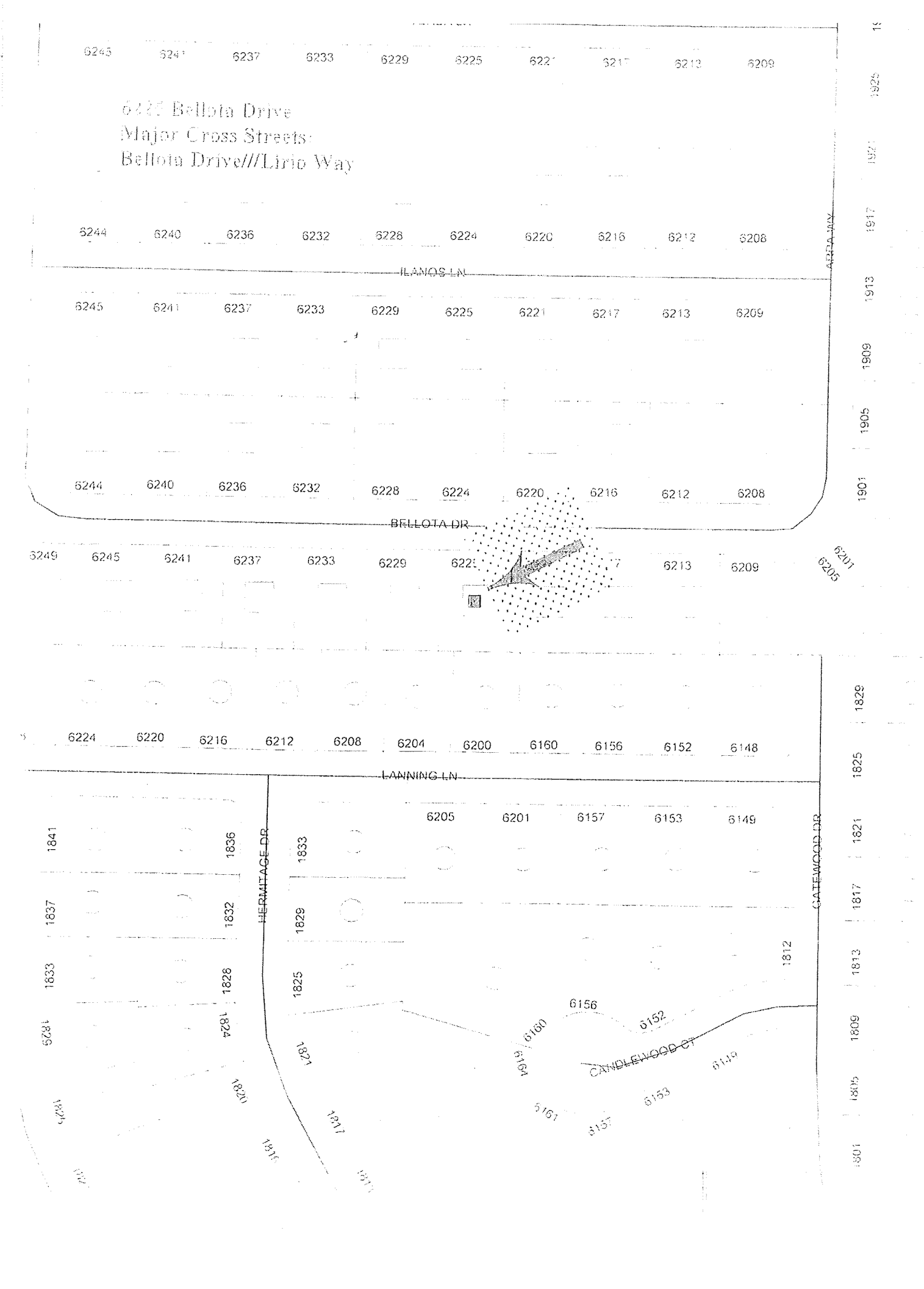
Walkway

Exterior Front

Units A/C

Exterior Front

Units B/D


6225 Bellota Drive
Major Cross Streets:
Bellota Drive///Lirio Way
ILANOS LN
BELLOTA DR
LANNING LN
HERMITAGE DR
GATEWOOD DR
CANDLEWOOD CT

6745 Bellota Drive
Major Cross Streets:
Bellota Drive/// Lirio Way

Associated Fees and Civil Penalties

Eleven (11) inspections with (9) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	10/10/07	N/C			Initial assessment
2nd inspection	10/31/07	N/C			Partial pass*
3rd inspection	12/7/07	N/C			Partial pass*
4th inspection	12/20/07	$120.00			**Failed**
5th inspection	12/27/07	$180.00	$18.00	$150.00	**Failed**
6th inspection	2/8/08	$180.00	$18.00	$300.00	**Failed**
7th inspection	8/19/08	$180.00	$18.00	$500.00	**Failed**
8th inspection	9/17/08	$180.00		$500.00	**Failed**
9th inspection	10/20/08	$180.00		$500.00	**Failed**
10th inspection	11/5/08	$180.00		$500.00	**Failed**
11th inspection	4/8/09	$180.00		$500.00	**Failed**
Total		**$1380.00**	**$54.00**	**$2950.00**	
Paid		$1,080.00	$54.00	$2,800.00	**$3,934.00**

* a partial pass recognizes that the property owner was making some progress with correcting the violations.
*Items in yellow have been paid

First Abatement: Council Action on January 2, 2008

Contractor expenses: C.H. Construction	$2,049.00			
15% Administrative Fee	$307.35			
Sub-Total	$2356.35			
Plus interest @.58%	$244.89			

Second Abatement: Council Action on March 28, 2008

RRT	$850.00			
Daily Civil Penalties	n/a			
Sub-Total	$850.00			
Daily Civil Penalties: per council 7/16/08	$163,000.00			
TOTAL	$163,850.00			

Total fees and penalties associated with the property $170,835.24 *(w/interest)*

Amounts Paid: $450.00 (2-08)
Balance Due: $170,140.35 w/interest of $244.89 = **$170,385.24**
Actual Expenses: $4,586.35

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

January 27, 2010

Certified/Regular Mail
Return Receipt Requested

GMAC Mortgage LLC
1100 Virginia Drive
Fort Washington, PA 19034-3204

6225 Bellota Drive – Case 58654

Dear Property Owner/Representative:

At the City Council meeting(s) held on July 16, 2008 Agenda Item #46 was approved for a lien in the amount of $3,704.35 plus 500-a-day fine retroactive and prospective was approved for a liens in the amount of $170,385.24 (including daily civil penalties in the amount of $162,550.00 and interest in the amount of $244.89). The hearing scheduled on February 3, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

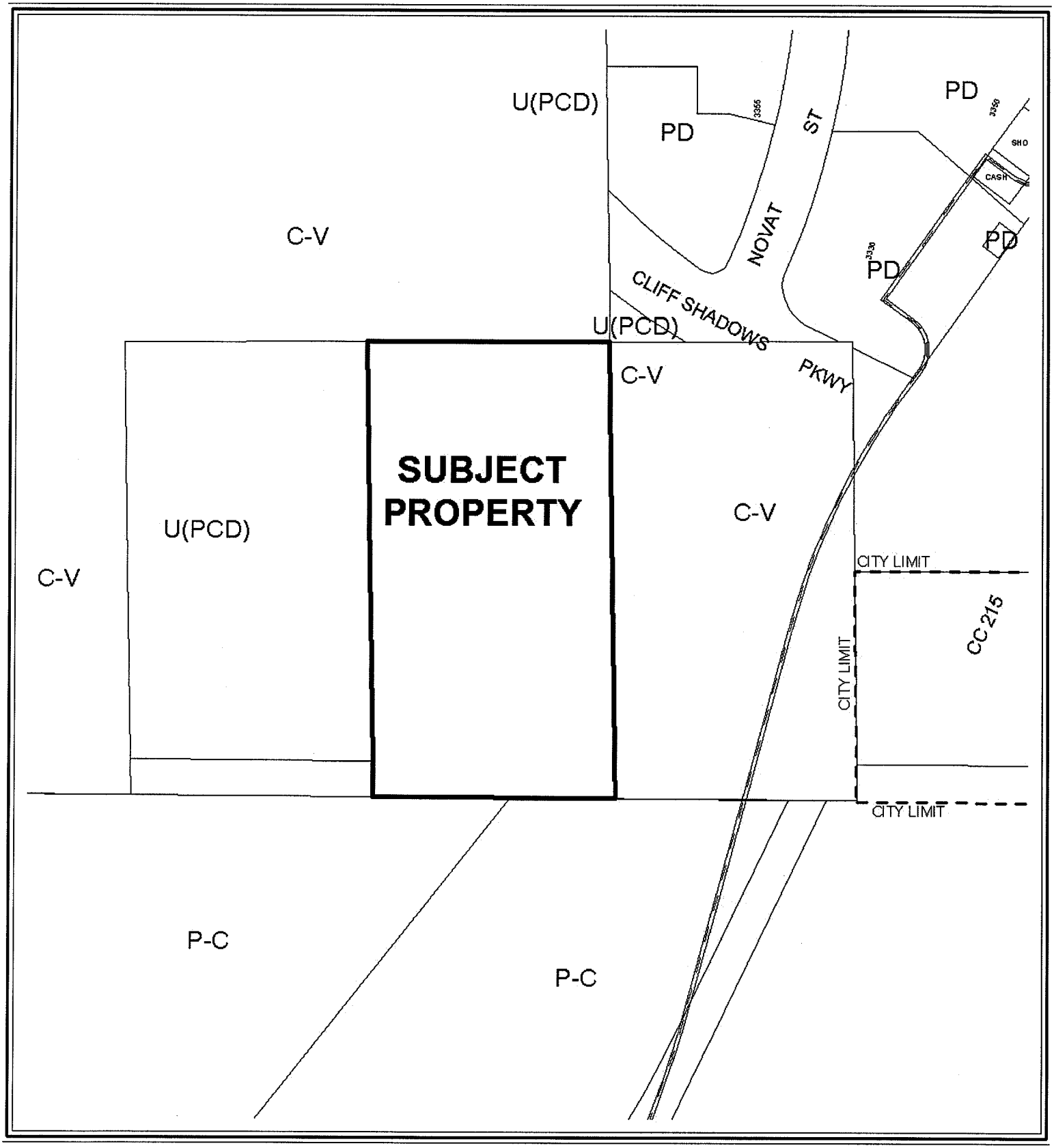
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-36912 - EXTENSION OF TIME – NON-PUBLIC HEARING - SPECIAL USE PERMIT - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS - Request for an Extension of Time of a previously approved Special Use Permit (SUP-3304) FOR A CHURCH/HOUSE OF WORSHIP AND A PRESCHOOL at 3319 Cliff Shadows Parkway (APN 137-12-401-011), PD (Planned Development) Zone, Ward 4 (Anthony). 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-3304



CASE: **EOT-36912**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

CASE: **EOT-36912**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36912 – EXTENSION OF TIME – SPECIAL USE PERMIT -
APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. This Special Use Permit (SUP-3304) shall expire on December 17, 2010 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-3304) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with a previously approved Special Use Permit (SUP-3304) for a proposed Church/House of Worship and Preschool located at 3319 Cliff Shadows Parkway. This is the third request for an Extension of Time with the last extension approved on February 6, 2008, expiring December 17, 2009. The applicant has not made any progress on the proposed development in the form of the issuance of building permits or submitted plans for review, but did recently hold several neighborhood meetings for a Site Development Plan Review (SDR-30614) and is revising plans to incorporate public recommendations and suggestions. The applicant is requesting an Extension of Time to complete their revisions and continue forward with the project. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved a request for a Petition to Annex (A-0038-02) undeveloped property located in various parts of the City under the provisions of NRS 268.597 (1) (B) containing approximately 495 acres. The Planning Commission recommended approval on 10/24/02. The annexation became effective on 02/14/03.
12/17/03	The City Council approved a request for a Rezoning (ZON-3209) from U (Undeveloped [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 5.00 acres on the south side of Cliff Shadows Parkway, approximately 375 feet west of the I-215 Beltway. The Planning Commission had no recommendation.
	The City Council approved a related request for a Major Modification (MOD-3206) of the Lone Mountain West Master Plan to add approximately five acres to the overall plan area and create two new sections: 2.4.1 Permissible Uses- commercial (existing text to remain the same) and 2.4.2 Permissible Uses- residential, to allow churches within all residential land use designations with approval of a Special Use Permit. The Planning Commission recommended approval on 11/20/03.
	The City Council approved a related request for a Special Use Permit (SUP-3304) for a Church/House of Worship and a Preschool. The Planning Commission recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/01/06	The City Council approved a request for an Extension of Time (EOT-11349) of a previously approved Special Use Permit (SUP-3304) for a Church/House of Worship and a Preschool on the south side of Cliff Shadows Parkway, approximately 375 feet west of the I-215 Beltway.
02/06/08	The City Council approved a request for an Extension of Time (EOT-26060) of a previously approved Special Use Permit (SUP-3304) for a Church/House of Worship and a Preschool at 3319 Cliff Shadows Parkway.
04/01/09	The City Council approved a request to Table a request for a Major Modification (MOD-30617) to the Lone Mountain West Plan to Amend the Land Use Designation from L (Low Density Residential) and P (Park/School/Recreation/Open Space) to PF (Public Facilities) on 5.07 acres located approximately 660 feet east of the southwest corner of Cliff Shadows Parkway and the 215 Beltway.
	The City Council Tabled a related request for a Variance (VAR-30620) to allow an 85-foot tall building where two stories or 35 feet is the maximum permitted and to allow a site disturbance of 3.78 acres where 3.56 is the maximum permitted.
	The City Council Tabled a related request for a Variance (VAR-31394) to allow 175 parking spaces where 375 are required.
	The City Council Tabled a related request for a Site Development Plan Review (SDR-30614) for a proposed five story, 89,550 square-foot Church/House of Worship with waivers of the Lone Mountain West wall and landscape standards.
11/4/09	The City Council adopted Ordinance 6064 (Bill 2009-41) for Hillside Development Standards and Guidelines.
Related Building Permits/Business Licenses	
12/30/05	Temporary Use Permit #6141 was issued for a temporary structure (tent), expiring on 01/02/06. Temporary Commercial Permit #11097 was issued for Church Services and dedication effective 12/31/05 from 6 p.m. to 11 p.m.
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 Church	PCD (Planned Community Development)	PD (Planned Development)
North	Undeveloped Land-Church	PCD (Planned Community Development)	C-V (Civic)

South	Undeveloped Land	Summerlin	P-C (Planned Community)
East	Undeveloped Land-Proposed Church	PCD (Planned Community Development)	C-V (Civic)
West	Undeveloped Land	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Lone Mountain West	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an Extension of Time of a previously approved Special Use Permit (SUP-3304) for a proposed Church/House of Worship located at 3319 Cliff Shadows Parkway. The applicant is currently revising plans for the proposed site to incorporate public comments and suggestions for the 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-3304) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. There have been new entitlements for properties in the surrounding areas to include single family homes to the south and a Financial Institution with drive through to the north. The applicant is requesting an extension of time to complete revisions to existing plans. Staff recommends approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-3304) 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-36912** APN: 137-12-401-011

Name of Property Owner: International Church of Las Vegas

Name of Applicant: International Church of Las Vegas

Name of Representative: Janet Kennedy

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: Janet L. Kennedy

Print Name: Janet Kennedy

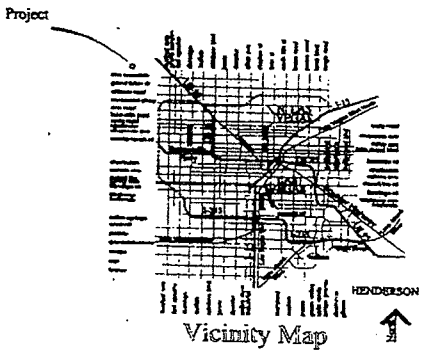
Subscribed and sworn before me

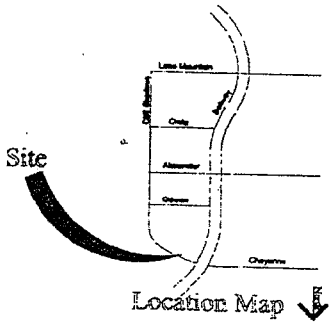
This 14th day of Dec, 2009

Candace L. Cornell

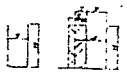
Notary Public in and for said County and State

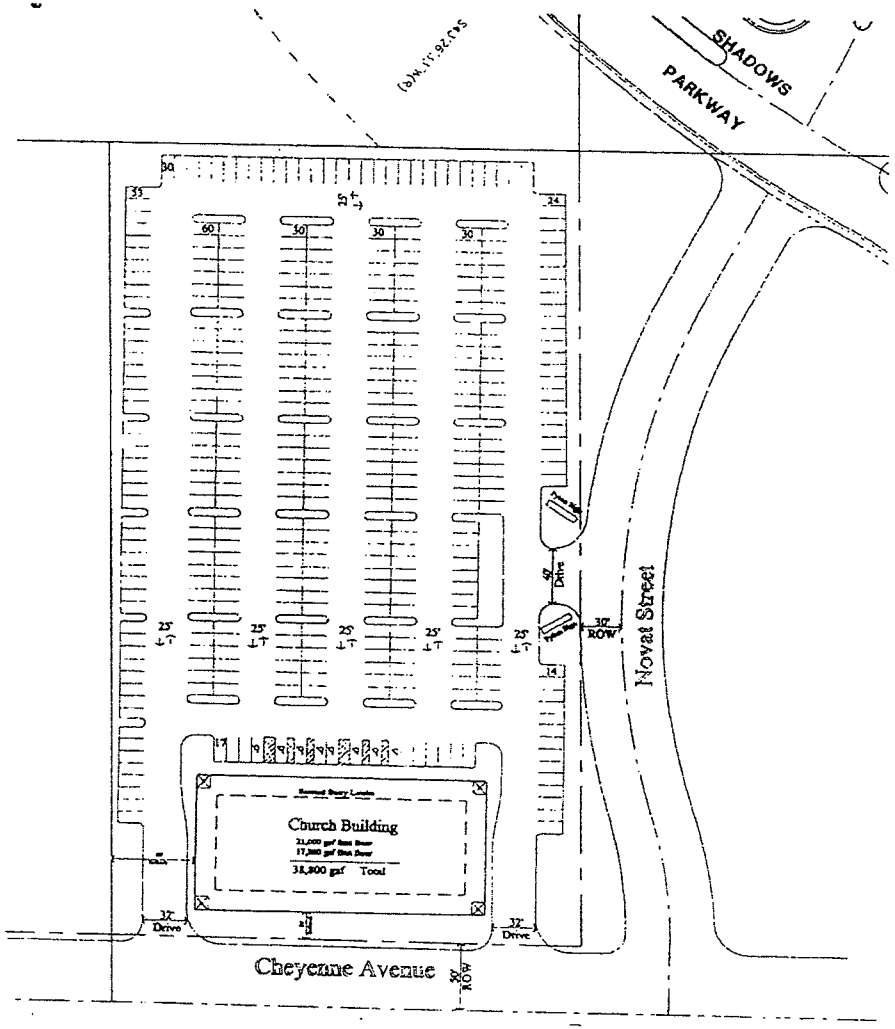
Notary Public - State of Nevada
County of Clark
CANDACE L. CORNELL
My Appointment Expires
February 1, 2010
No: 98-0588-1





CMU Wall


Typical Parking Spaces



SITE INFORMATION

ZONING
PD - Planned Development (Neighborhood Commercial)

AREA (Approximate)
Net Area: 217,800 sf 5.00 acres

BUILDING AREA
1st Floor: 21,000 gsf
2nd Floor: 17,800 gsf
Total: 38,800 gsf

PARKING
Required: Provided:
383 Spaces 383 Spaces

SETBACKS
Front: n/a
Rear: 25 ft
Side: n/a
Corner Street Side: n/a

BUILDING HEIGHT
Allowed:
Provided: 2-Story - up to 35 feet

BUILDING COVERAGE
Allowed:
Provided: 17%

RECEIVED
DEC 14 2009

Note:
This plan has been prepared without benefit of a comprehensive survey. It is Conceptual in Nature and No Guarantee of its accuracy is implied.

Las Vegas International Church

Cheyenne Road and The Beltway, Las Vegas, Nevada

Conceptual Landscape Plan - Scheme A

EOT-36912
02-03-10 CC

North

Scale: 1" = 40'

Date: September 27, 2003
Project Number: 103291

Perlman
PERLMAN ARCHITECTS, INC.
2230 CORPORATE CIRCLE, SUITE
HENDERSON, NEVADA 89
702.990.9900 702.932.3422

© COPYRIGHT 2003, PERLMAN ARCHITECTS, INC.

INTERNATIONAL
CHURCH OF LAS VEGAS | Summerlin

8100 Westcliff Drive, Las Vegas, NV 89145

December 3, 2009

Doug Rankin
City of Las Vegas
Planning & Development
Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Extension of Time SUP 3304

Dear Mr. Rankin:

As you are aware, we have been going through a very lengthy process with our site development review for our Prayer Mountain Project. Our current time frame for having an approved site plan from the city expires on December 17, 2009. As we anticipate City council hearing sometime in February, 2010 we respectfully request an extension of time on our site plan review period to allow for Council's review.

Thank you.

Sincerely,

Janet L. Kennedy
Special Projects
Administrator

EOT-36912
02-03-10 CC

INTERNATIONAL
CHURCH OF LAS VEGAS | Summerlin

8100 Westcliff Drive, Las Vegas, NV 89145

November 20, 2009

City of Las Vegas, NV

RE: Extension of Time SUP 3304
APN #137-12-401-011 3319 Cliff Shadows Parkway

To Whom It May Concern:

This letter serves as notice that Janet L. Kennedy is authorized to sign and/or negotiate on behalf of International Church of Las Vegas on transactions.

Any questions please contact my assistant Norma Urrabazo at 242.2273.

Sincerely,

Paul M. Goulet
President

SUBSCRIBED and SWORN TO before me on this 20th day of November, 2009

Notary Public

My commission expires on February 16, 2011

State of Nevada
County of Clark

NORMA URRABAZO
Notary Public, State of Nevada
Appointment No. 03-80746-1
My Appt. Expires February 16, 2011

EOT-36912
02-03-10 CC

NORMA URRABAZO
Notary Public, State of Nevada
Appointment No. 03-80746-1
My Appt. Expires February 16, 2011

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

December 18, 2003

Nancy Matthews D1/2 Brown E&G Survivor's Trust ½%R Brown
3060 South Tioga Way
Las Vegas, Nevada 89117

RE: SUP-3304 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 17, 2003
Related to MOD-3206 & ZON-3209

Dear Applicant:

The City Council at a regular meeting held December 17, 2003 considered the Appeal filed by International Church of Las Vegas from the Denial by the Planning Commission of a request for a Special Use Permit FOR A CHURCH/HOUSE OF WORSHIP AND ASSOCIATED ANCILLARY USES; INCLUDING A PRESCHOOL, ELEMENTARY SCHOOL, AND A BIBLE COLLEGE on the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway (APN: 137-12-401-011), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)].

The City Council granted the Appeal; thereby APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on December 18, 2003. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Major Modification (MOD-3206) and Rezoning (ZON-3309).

2. A Site Development Plan Review application shall be approved by the City Council prior to issuance of any permits, any site grading, and all development activity for the site.

3. This approval is limited to the church and preschool uses. Any future elementary school and/or bible college use will require additional Special Use Permit applications, either individually or jointly, to be submitted concurrently with a Site Development Plan Review application to demonstrate the physical ability of the site to accommodate multiple uses, given the significant grade differences.

4. Conformance to all Minimum Requirements within Section 2.4.2 of the Lone Mountain West Master Development Plan and Design Standards.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

38112-012-6/03

EOT-36912
02-03-10 CC

5. 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.

6. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Kristene Honzik
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Ron Portaro
International Church of Las Vegas
8100 Westcliff Drive
Las Vegas, Nevada 89145

Mr. Brent Wilson
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89146

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

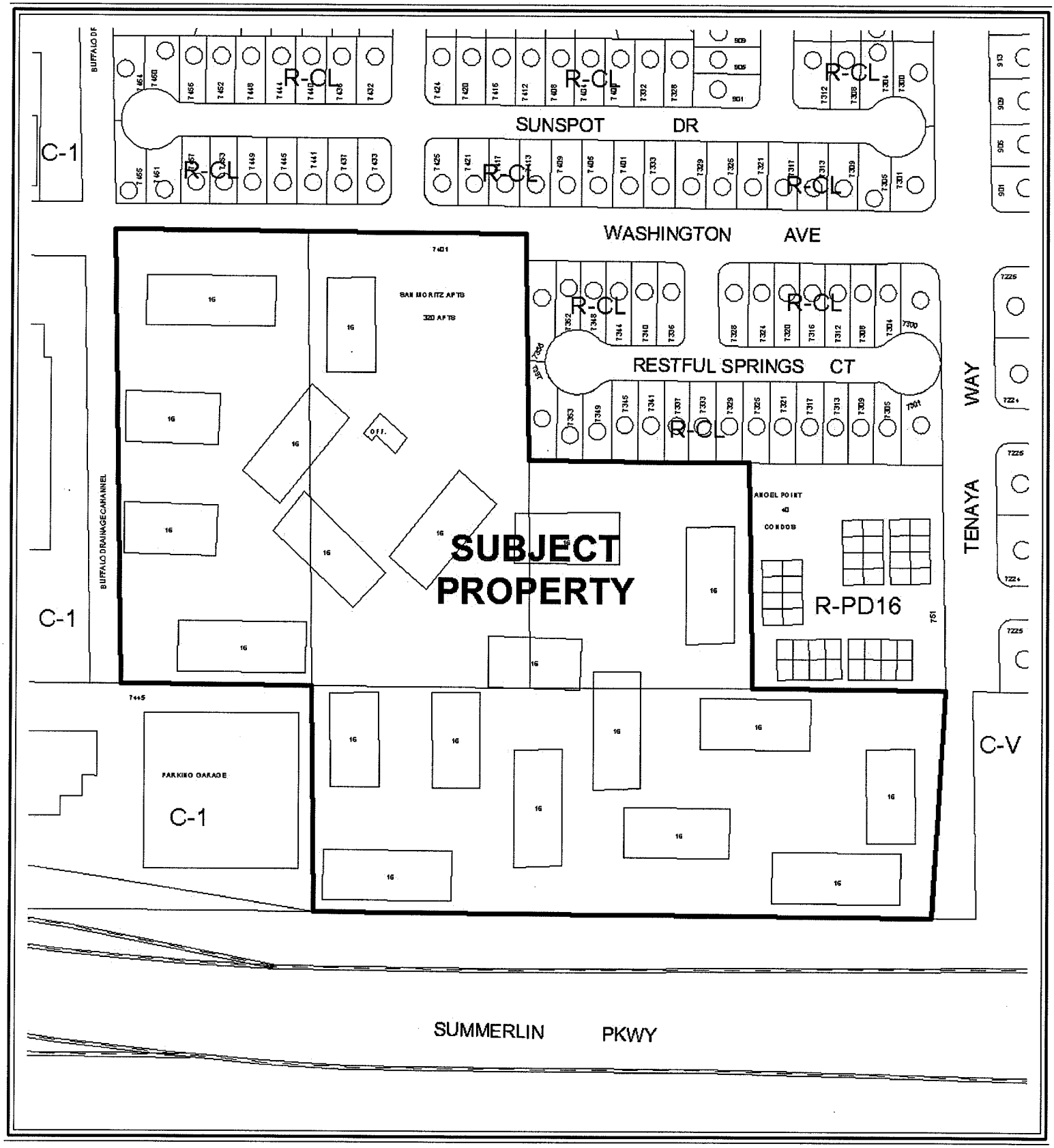
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-37001 - WATER FEATURE EXEMPTION - NON-PUBLIC HEARING - APPLICANT APARTMENTS, LLC - Request TO ALLOW THE OPERATION OF A 1,471 SQUARE /OWNER: SAN MORITZ -FOOT WATER FEATURE AT AN APARTMENT COMPLEX located at 7401 West Washington Avenue (APN 138-27-301-003, 004, 005, and 009), R-PD14 (Residential Planned Community- 14 Units per Acre) 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**

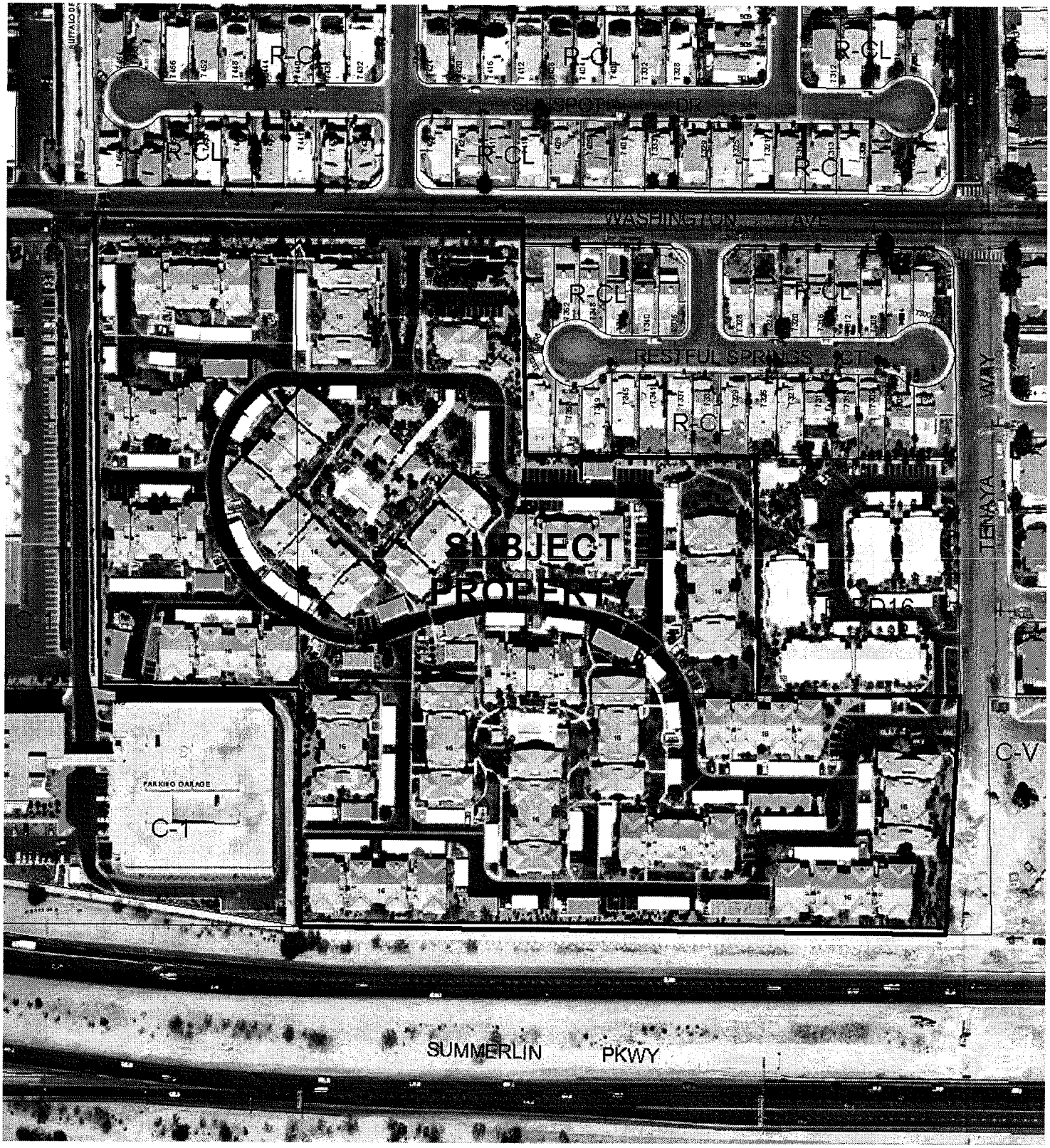
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



CASE: **DIR-37001**

ZONING OF SUBJECT PROPERTY: R-PD (RESIDENTIAL PLANNED DEVELOPMENT)



0 200 400 Feet

CASE: **DIR-37001**

ZONING OF SUBJECT PROPERTY: R-PD (RESIDENTIAL PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-37001 – WATER FEATURE EXEMPTION –
APPLICANT/OWNER: SAN MORITZ APARTMENTS, LLC

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. The applicant shall pay a fee to the City of Las Vegas an amount of $14,460.00 to operate the water feature through December 31, 2010. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid.

2. The applicant shall post a sign at the water feature to indicate an exemption has been received allowing its operation.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Water Feature Exemption to allow the operation of an existing 1,471 square-foot water feature within the confines of the San Moritz Apartments located at 7401 West Washington Avenue.

ANALYSIS

The applicant is requesting to activate an existing 1,471 square-foot water feature. The fountain was constructed in 2001 to replace an unused volleyball court within the apartment complex. Under current drought conditions, a maximum of 25 square feet is permitted without receiving an exemption. The water feature at the subject site exceeds the maximum permissible area by 1,446 square feet. The applicant proposes no reduction in turf; therefore, Title 14.11.190 will require the applicant to pay an initial fee of $10.00 per square foot of surface area that exceeds the allowable 25 square feet permitted, a cost totaling $14,460.00. In subsequent years beginning January 1, 2011, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert Conditions to continue operating the water feature.

FINDINGS

The applicant has been notified of the applicable costs, and agrees to comply with the requirements outlined in Title 14.11. Staff is recommending approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-37001** APN: 138-27-301-003, 138-27-301-004, 138-27-301-005, 138-27-301-009

Name of Property Owner: SAN MORITZ APARTMENTS, LLC

Name of Applicant: SAN MORITZ APARTMENTS, LLC

Name of Representative: DAVID BENJAMIN

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: DAVID L. WARNER

Subscribed and sworn before me

This 2nd day of DEC, 2009

[signature]

Notary Public in and for said County and State

Revised 11-14-06

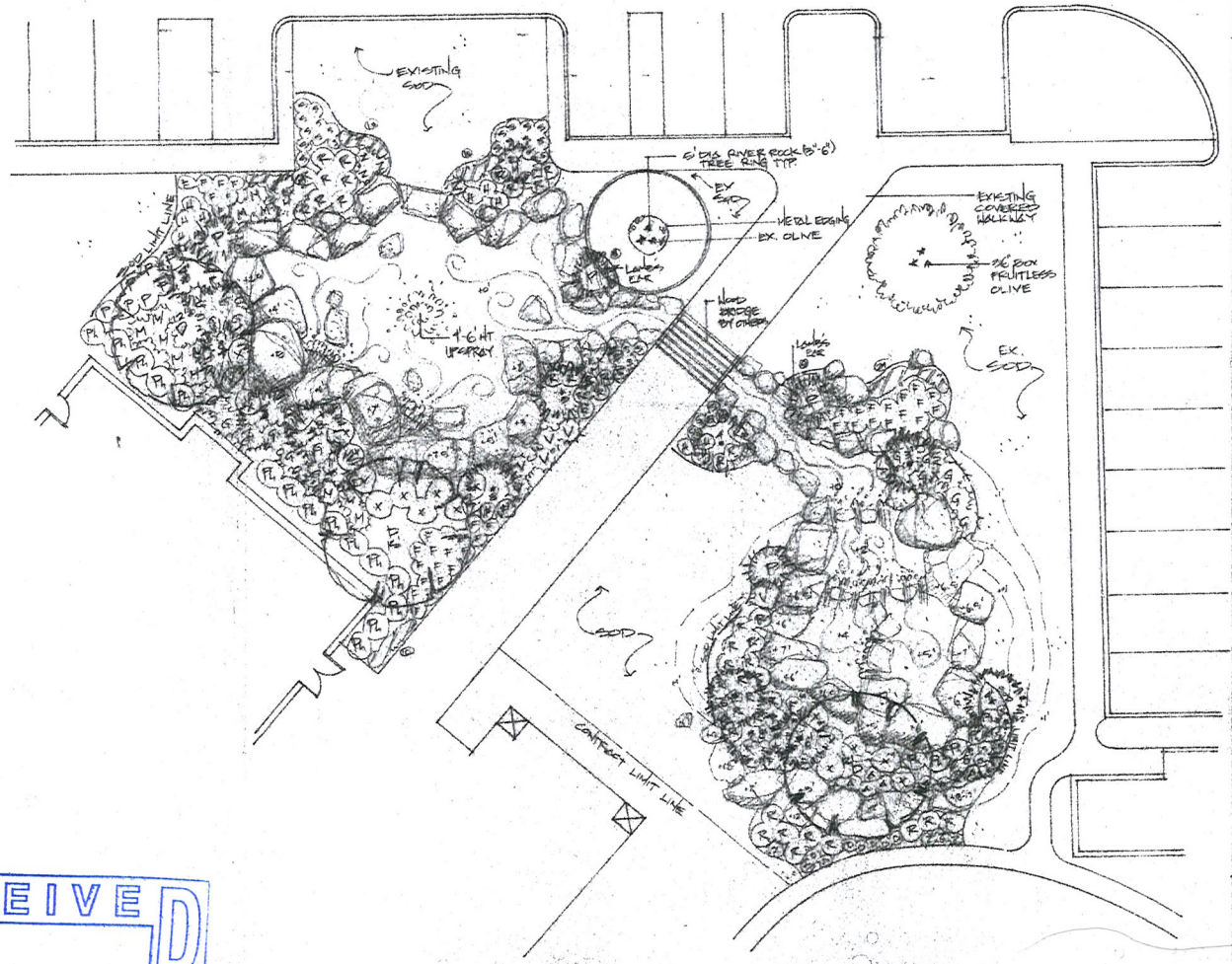
SUN MI LEE
COMM. #1758188
Notary Public-California
ORANGE COUNTY
My Comm. Exp. July 21, 2011

State of California, County of Orange
Subscribed and sworn to (or affirmed) before me on this 2nd day of DEC, 2009, by DAVID L. WARNER proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[signature]
Sun Mi Lee

RECEIVED
DEC 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

T:\depot\Application Packet\Statement of Financial Interest.doc



PLANT LIST

SYM	COMMON NAME	SIZE
	FRUITLESS OLIVE	36" BOX
	MEXICAN FAN PALM	60" BOX
	PINDO PALM	24" BOX
	EXISTING MED FAN (TRANSPLANTED)	24"-36"
	DATE PALM (MEDJOL)	60" BOX
	GULF STREAM HEAVENLY BAMBOO	5 GAL
	PINK LADY INDIAN HAWTHORN	5 GAL
	STAR JASMINE	5 GAL
	RED TIP PHOTINIA	5 GAL
	COMPACT XYLOSMA	5 GAL
	RED HOT POKER	5 GAL
	DEER GRASS 'REGAL MIST'	1 GAL
	VARIEGATED MISCANTHUS	1 GAL
	ASPARAGUS FERN	5 GAL
	EVENING LILY	1 GAL
	DAYLILY (PEACH)	5 GAL
	VARIEGATED PITTOSPORUM	5 GAL
	FEATHER REED GRASS	1 GAL
	CLIMBING GAZANIA	1 GAL
	LAWAS EXR	1 GAL

NOTES:

* SOD TO BE MEDALLION FESCUE IN A TURBUL BRAND
* ALL PLANTERS TO RECEIVE 1-1/2" DEPTH ROCK MULCH TO MATCH EXISTING
* ALL SOLOS TO HAVE SEPERATE IRRIGATION VALVE PROVIDED TO THEM.
* ALL ELEMENTS OF THIS DESIGN TO BE FIELD VERIFIED. ANY DISCREPANCIES TO BE BROUGHT TO ARCHITECT OF SAN MORITZ MANAGEMENT FOR CONSULTATION.

0' 5' 20' SCALE: 1/8"=1'-0" N

10' 40'

Revisions

No.	Description	Date

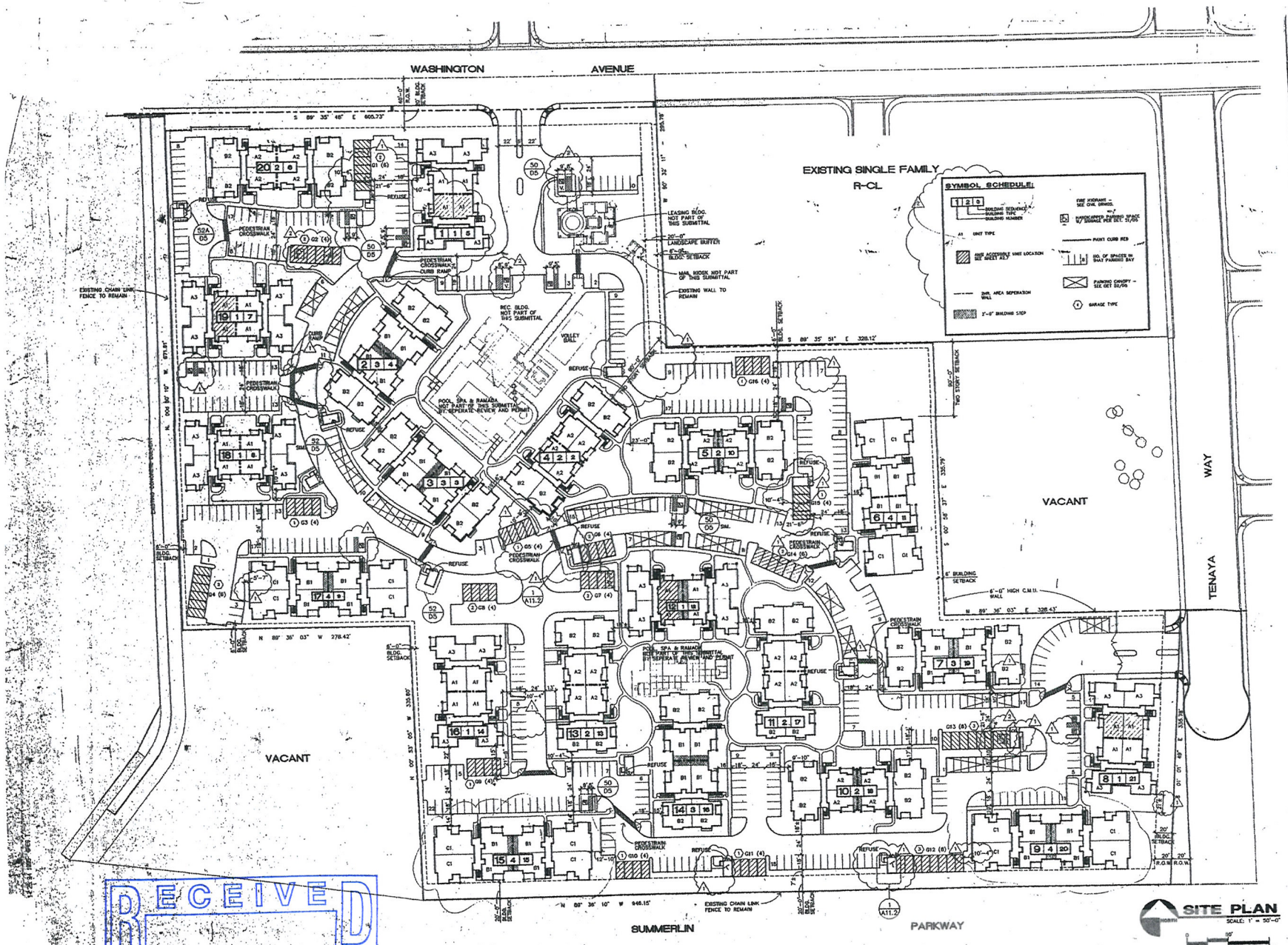
LANDSCAPE LAYOUT & PLANTING PLAN

SAN MORITZ RECREATION BUILDINGS
7401 WASHINGTON AVENUE
LAS VEGAS, NEVADA, 89128

Job No.	
Drawn By	Date
JJG	2.27.8
Checked By	Date
Drawing No.	
Scale	1/8"=1'-0"
Sheet	1 of 1

RECEIVED
DEC 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DIR-37001
02-03-10 CC



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DIR-37001
02-03-10 CC

SAN MORITZ APARTMENTS
7402 WEST WASHINGTON
LAS VEGAS, NEVADA

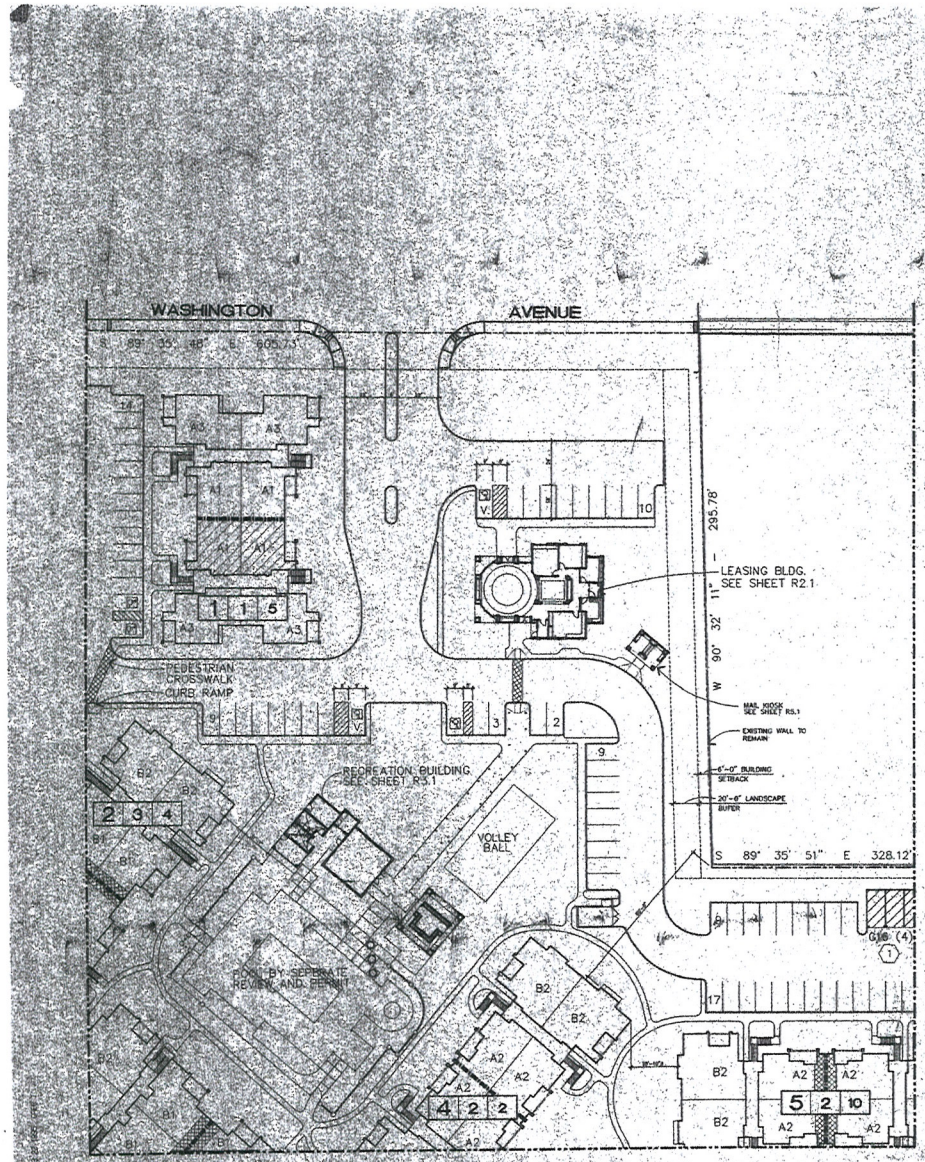
FIELD RESIDENTIAL, INC.
SORRENTO VALLEY ROAD, SUITE
SAN DIEGO, CALIFORNIA

Todd & Associates Inc
Architecture/
Planning/
Landscape
Architecture
4146 North 48th Street
Phoenix, Arizona 85018
(602) 840-2795
FAX (602) 840-9469

Job# 94-231
Date: 2-22-95
Sheet Description:
SITE PLAN

Drawn By:
Revision:
6-19-95 COUNTY/COORD.
7-31-95 COUNTY/COORD.

Sheet A1.1 of Shts.



RECREATION BUILDING

POOL BATH HOUSE

PARTIAL SITE PLANS
SCALE: 1" = 30'-0"

SITE DATA

APARTMENT PLAN CHECK No. C35795

ZONING	R-3 LIMITED RESIDENTIAL
BUILDING CLASS	1994 U.B.C.
OCCUPANCY GROUP	LEASING: B RECREATION: A-3 ALL OTHERS: A-3
CONSTRUCTION TYPE	TYPE V - N

LEASING OFFICE	3,030 S.F.
RECREATION BUILDING	1,334 S.F.
POOL BATH HOUSE	227 S.F.
MAIL KIOSK	261 S.F.
TOTAL	4,752 S.F.

SAN MORITZ APARTMENTS
7402 WEST WASHINGTON AVENUE
LAS VEGAS, NEVADA

FAIRFIELD RESIDENTIAL, INC.
5510 OREHOUSE DRIVE, SUITE 200
SAN DIEGO, CALIFORNIA 92121

CARL D. TODD REGISTERED No 1840 ARCHITECT STATE OF NEVADA 9/6/95

Todd & Associates, Inc.
Architecture/
Planning/
Landscape
Architecture
4146 North 48th Street
Phoenix, Arizona 85018
(602) 840-2795
FAX (602) 840-9469

Job# 94-231
Date: 6-8-95
Sheet Description:
SITE PLAN

Drawn By:
Revision:
1 9-5-95 CITY COMM.
2 9-21-95 CITY COMM.
3
4

Sheet R1.1 of Shts.

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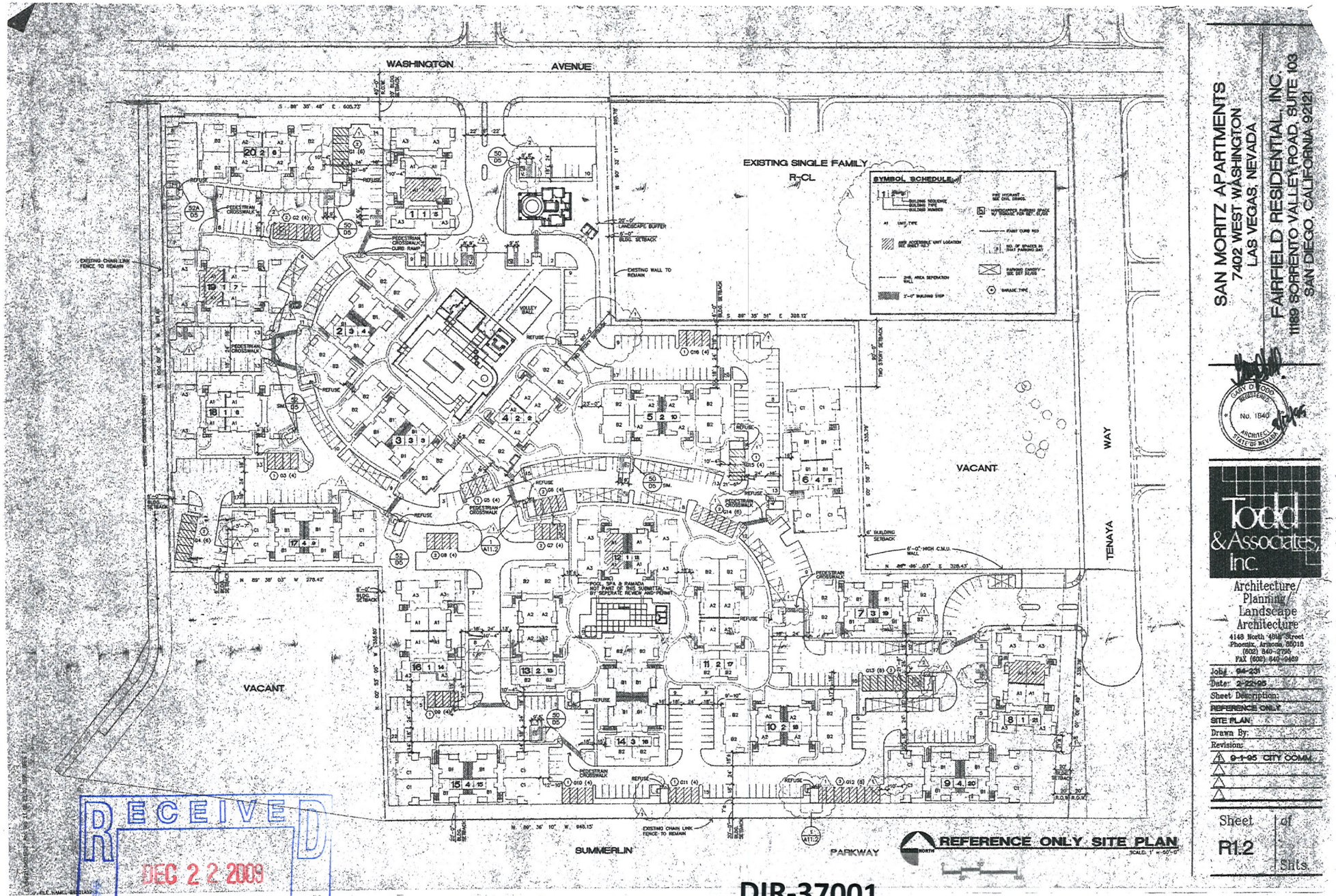
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DIR-37001
02-03-10 CC



SAN MORITZ APARTMENTS
7402 WEST WASHINGTON
LAS VEGAS, NEVADA

FAIRFIELD RESIDENTIAL, INC.
11189 SORRENTO VALLEY ROAD, SUITE 103
SAN DIEGO, CALIFORNIA 92121

GARY D. TODD
REGISTERED
No. 1840
ARCHITECT
STATE OF NEVADA

Todd & Associates, Inc.
Architecture/
Planning/
Landscape
Architecture
4148 North 40th Street
Phoenix, Arizona 85018
(602) 840-3795
FAX (602) 840-9489

Job: 04-231
Date: 2-22-05
Sheet Description:
REFERENCE ONLY
SITE PLAN
Drawn By:
Revision:
1 9-1-05 CITY COMM.

Sheet R1.2 of Shts.

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DIR-37001
02-03-10 CC

DIR-37001
02-03-10 CC

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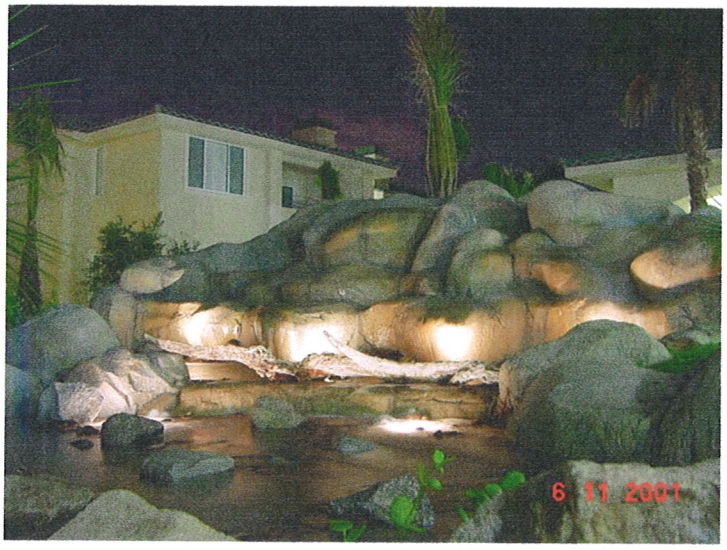
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

15270 La Paloma Way, Redding, CA 96001 Phone: (530) 246-3801 Fax: (530) 246-1913



DIR-37001
02-03-10 CC

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

15270 La Paloma Way, Redding, CA 96001 Phone: (530) 246-3801 Fax: (530) 246-1913

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: SAN MORITZ APARTMENTS
Account Number: 4501542962-9
Billing Date: 12/03/2009
Due Date: 12/28/2009

You are in Watering Group C
Winter Watering (Nov.-Feb.): Wednesday

Please pay total by due date to avoid a 4% late charge. Failure to pay by the due date specified may result in an assessment or an increase of security deposit.

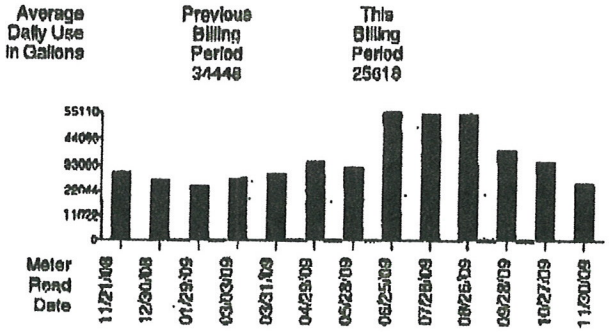
REC'D DEC 07 2009

Account Summary

Previous Balance	6,949.25
Payment Received - 11/19/09	-6,949.25
Current Charges	6,227.30
Bill Corrections and Adjustments	0.00
Late Charges	0.00
Amount Due this Period	**$6,227.30**

Service Address: 7401 W WASHINGTON AVE — **This service is in Watering Group C**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0306397	6+3	0	11/30/09	0	10/27/09	0
0306397	6+3	6028	11/30/09	5507	10/27/09	521
0306397	6+3	2562	11/30/09	2212	10/27/09	350



Billing Period: 10/28/09 - 11/30/09 — **Total # of Days: 34**
Meter #: 0306397 — **Billed Usage 871**

Service Charge $2.6402 x 34 Days	89.77
Tier #1 91 x $1.16	105.56
Tier #2 90 x $2.08	187.20
Tier #3 690 x $3.09	2,132.10
1 x 8" Backflow(s) @ 2.3966	81.48
SNWA Commodity Charge 871 x $0.10	87.10
SNWA Reliability Surcharge	6.71
Subtotal	**$2,689.92**

DIR-37001
02-03-10 CC

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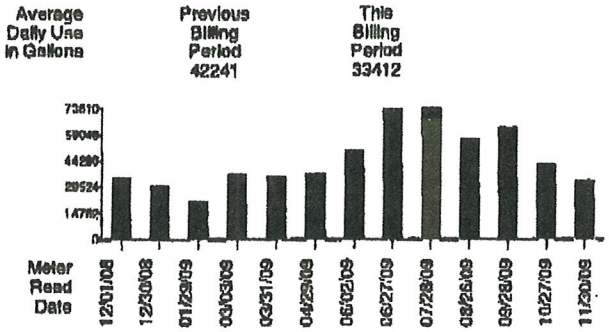
DEC 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: SAN MORITZ APARTMENTS
Account Number: 4501542962-9
Billing Date: 12/03/2009
Due Date: 12/28/2009

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0079742	6+3	1	11/30/09	0	10/27/09	1
0079742	6+3	2783	11/30/09	2038	10/27/09	745
0079742	6+3	1077	11/30/09	687	10/27/09	390



Billing Period: 10/28/09 - 11/30/09		**Total # of Days: 34**
Meter #: 0079742		**Billed Usage 1136**
Service Charge $2.6402 x 34 Days		89.77
Tier #1 91 x $1.16		105.56
Tier #2 90 x $2.08		187.20
Tier #3 955 x $3.09		2,950.95
1 x 6" Backflow(s) @	2.3966	81.48
SNWA Commodity Charge 1,136 x $0.10		113.60
SNWA Reliability Surcharge		8.82
Subtotal		**$3,537.38**

COLR3696 7859 0001 MES 02 091204 PAGE 0002 OF 00002 LVWSI 00020756

DIR-37001
02-03-10 CC

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DEC 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Hunt Pacific Management Corporation

December 18, 2009

Debbie Sullivan
City of Las Vegas Planning Department
731 Fourth Street
Las Vegas, NV 89101

Re: Water Feature Exemption Request
San Moritz Apartments
7401 W. Washington
Las Vegas, NV 89128

Debbie Sullivan:

The purpose of this letter is to explain our request for a water feature exemption at San Moritz Apartments. The water feature in question is an existing feature. It was constructed in 2001. The intent of the improvement at that time was to remove a substantial amount of turf grass and replace an open volleyball court, which was essentially an unused and unattractive amenity. We felt a water feature would be an aesthetic enhancement to the property, and a benefit to our business. We spared little expense on this project, and moved forward with an elaborate water feature design. The project was completed in the summer of 2001(pictures attached). The water feature was drained following the water restrictions that went into effect in 2003, and remains dry and inoperable to this day. What was once a stunning water element is now an eyesore.

We respectfully request a water feature exemption so that we can once again operate this feature and restore its aesthetic value.

As requested the name and account number on the existing Las Vegas Valley Water District account is: SAN MORITZ APARTMENTS; #4501542962-9.

Respectfully,

David Benjamin
Project Manager
Hunt Pacific Management Corp.
530-246-3801 *office*
530-246-1913 *fax*
dave@huntpacific.com

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DEC 22 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

DIR-37001
02-03-10 CC

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-37018 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION - Request for a six-month extension of the Development Agreement for the College of Southern Nevada on approximately 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway (APNs 125-17-401-006 and 125-17-801-004), Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Conditions and Staff Report
2. Justification Letter
3. Amended Development Agreement

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-37018 – APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGH EDUCATION

** CONDITIONS **

STAFF RECOMMENDATION: APPROVAL, subject to:

1. This six-month extension shall be valid through October 20, 2010. Failure to obtain a federal patent for the subject site by that date shall nullify the Development Agreement, per Subsection 2.07 of the document.

** STAFF REPORT **

APPLICATION REQUEST

This is a request for a six-month extension of the Development Agreement for the College of Southern Nevada (CSN) on approximately 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway.

EXECUTIVE SUMMARY

The college has requested an extension due to the fact that there has been a delay in the federal legislation necessary to obtain a federal patent for the site. Due to the legislative delay, staff recommends approval of the extension. Approval of this request will extend the agreement to October 20, 2010.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
02/20/08	DIR-26231 was approved by City Council, establishing a Development Agreement between the city of Las Vegas and the College of Southern Nevada for the development of a college campus at the northwest corner of Elkhorn Road and Grand Montecito Parkway.
09/02/09	The City Council approved DIR-35636, which granted a six-month extension of the Development Agreement between the city of Las Vegas and the College of Southern Nevada.
02/03/10	The City Council is scheduled to hear DIR-37158, which would amend the development agreement to allow additional extensions of time to secure a federal patent for the subject site.

ANALYSIS

Section 2.07 of the Development Agreement established an 18-month deadline from the effective date of the agreement (February 20, 2008) for the college to obtain a federal land patent for the site in question. The document states that the Development Agreement becomes null and void if the college is unable to secure the patent. However, the agreement allows for a six-month extension of the deadline upon approval of City Council and the college. One extension has already been granted, extending the agreement to February 20, 2010. An associated application (DIR-37158) will amend the Development Agreement to allow additional extensions of time to secure the federal patent for the land. If this request is approved and the Development Agreement is amended, the applicant will have until October 20, 2010, to obtain a patent for the site.

Senate Bill S.940, the "Southern Nevada Higher Education Land Act of 2009," would convey the subject site to the college if signed into law. The bill is sponsored by Senator Reid, and was introduced in April 2009. On December 16, 2009, the Committee on Energy and Natural Resources ordered the bill to be reported with an amendment in the nature of a substitute favorably. No additional hearing dates have been announced.

It should be noted that the Development Agreement would permit the development of a mixed-use campus on the subject site, including residential and commercial uses. If bill S.940 will only allow educational uses, then the Development Agreement will need to be modified accordingly.

In accordance with Nevada Revised Statutes, a report documenting compliance with the terms of the agreement is required on a biennial basis. The first report is due in February 2010, and will be placed on the following City Council agenda.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

CSN
COLLEGE OF
SOUTHERN NEVADA

Office of General Counsel
Charleston Campus
Sort Code W32E
6375 West Charleston Boulevard
Las Vegas, NV 89146-1164

702.651.7488
fax: 702.651.7464

January 5, 2010

Mr. Flinn Fagg
AICP, Planning Manager
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Re: Development Agreement between the College of Southern Nevada and the City of Las Vegas, Dated February 20, 2008

Time Extension

Dear Mr. Fagg:

Under the Development Agreement concerning the College of Southern Nevada's Northwest Campus, Section 2.07 provides for an initial 18 month term with additional extensions of time upon the written approval of the City Council.

CSN is continuing to work with Senator Reid and other members of Nevada's Congressional delegation to encourage the speedy passage of S. 940 which deals with the land patent for the property which is the subject of the Development Agreement. CSN is pleased to report that on December 16, 2009, the United States Senate, Committee on Energy and Natural Resources, voted favorably to report S.940 to the full Senate for consideration. This is a substantial and meaningful step to the eventual passage of the legislation. Nevertheless, additional time under the Development Agreement is required in order to complete the process.

Therefore, CSN respectfully requests that this request for a time extension be placed on the next available City Council agenda and that the City grant an additional term of six months.

Sincerely,

Richard L. Hinckley

Richard L. Hinckley

cc: Councilman Steve Ross
James Nichols, Deputy City Manager

FOR THE AMENDED DEVELOPMENT AGREEMENT, PLEASE REFER TO ITEM NUMBER 75 – DIR-37158

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-37158 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION - Request to amend an existing Development Agreement to allow additional extensions of time for the College of Southern Nevada on 41.17 acres at the northwest corner of Elkhorn Road and Grand Montecito Parkway (APNs 125-17-401-006 and 125-17-801-004), Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Conditions (Not Applicable) and Staff Report
2. Amended Development Agreement

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-37158 – APPLICANT: THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGH EDUCATION

** CONDITIONS **

STAFF RECOMMENDATION: APPROVAL

** STAFF REPORT **

APPLICATION REQUEST

This is a request for an amendment to an existing Development Agreement for the College of Southern Nevada to allow additional extensions of time in securing a patent for approximately 41.17 acres of land at the northwest corner of Elkhorn Road and Grand Montecito Parkway.

EXECUTIVE SUMMARY

The existing Development Agreement between the city and the College of Southern Nevada (CSN) requires a minor modification to allow additional extensions of time for CSN to acquire a patent for the subject property. The existing language indicates that a single six-month extension of the agreement is permissible; due to delays in obtaining the federal patent, additional time is needed. As the amendment is consistent with Nevada Revised Statutes (NRS), staff recommends approval of the request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
02/20/08	DIR-26231 was approved by City Council, establishing a Development Agreement between the city of Las Vegas and the College of Southern Nevada for the development of a college campus at the northwest corner of Elkhorn Road and Grand Montecito Parkway.
09/02/09	The City Council approved DIR-35636, which granted a six-month extension of the Development Agreement between the city of Las Vegas and the College of Southern Nevada.
02/03/10	The City Council is scheduled to hear DIR-37018, which would grant a six-month extension of the Development Agreement between the city of Las Vegas and the College of Southern Nevada until October 20, 2010.

ANALYSIS

Section 2.07 of the Development Agreement established an 18-month deadline from the effective date of the agreement (February 20, 2008) for the college to obtain a federal land patent for the site in question. The document states that the Development Agreement becomes null and void if the college is unable to secure the patent. However, the agreement allows for a single six-month extension of the deadline upon approval of City Council and the college. One extension has already been granted, extending the agreement to February 20, 2010. As the patent process has been delayed, it is necessary to amend the Development Agreement to allow additional extensions of time.

It is proposed that Section 2.07 of the Development Agreement be amended as follows:

> 2.07. Relinquishment of R&PP Act Lease. The College is pursuing legislation in Congress that would grant a federal land patent for the Site to the College, subject to the requirements of this Agreement. In order that the College is able to finance the development of its Northwest Campus in the manner currently envisioned and on a time table which would justify the City to relinquish its Lease on the entire Site, the patent cannot be restricted so as to prevent private entities from leasing portions of the Site or leasing space within buildings for profitable ventures. The Parties agree that this Agreement shall be effective for its Term notwithstanding the grant of the federal land patent for the Site to the College. The College will notify the City in the event the College determines that it is unlikely to obtain the land patent. College shall have 18 months to secure such patent, or this Agreement shall be null and void and the parties shall have no further liability or obligation to each other, except for the obligation to attempt to negotiate a new development agreement as set forth below. Such 18-month period may be extended for ~~an~~ additional period**s** of 6 months upon the written approval of the City Council and College. *(Deleted text is indicated by ~~strikeout~~; additive text is underlined.)*

The proposed amendment serves to clarify that additional extensions of time are permissible as necessary for the college to secure a federal patent for the site. Any extensions of time must be mutually agreed upon by the CSN and the City Council.

The process for amending a Development Agreement is listed in Nevada Revised Statutes (NRS) §278.0205, which states that the agreement may be amended by mutual consent, and that the governing body shall approve the amendment. Section 13.04 of the Development Agreement states that any amendments to the document shall be considered solely by the City Council. The amended agreement is required to be filed for recording.

NRS §278.0201 establishes the minimum requirements to be covered by Development Agreements. They are as follows:

- Description of the land that is the subject of the agreement;
- Duration of the agreement;
- Permitted uses of the land;
- Density or intensity of use;
- Maximum height and size of the proposed buildings; and
- Any provisions for the dedication of any portion of the land for public use.

The original version of this Development Agreement was found to be in conformance with the minimum standards listed above. The proposed amendment will not alter the agreement's conformance with NRS.

It should be noted that the Development Agreement would permit the development of a mixed-use campus on the subject site, including residential and commercial uses. If Senate Bill S.940 for the federal patent will only allow educational uses, then the Development Agreement will need to be modified accordingly.

In accordance with Nevada Revised Statutes, a report documenting compliance with the terms of the agreement is required on a biennial basis. The first report is due in February 2010, and will be placed on the following City Council agenda.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

APN's:

125-17-801-001
125-17-401-006

AMENDED DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

AND

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF
THE COLLEGE OF SOUTHERN NEVADA

Originally Adopted by City of Las Vegas
City Council
February 20, 2008

WHEN RECORDED PLEASE MAIL TO:
CITY OF LAS VEGAS
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

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Exhibit A – Legal description of Property
Exhibit B – Legal description of RTC Area
Exhibit C- Legal description of Site
Exhibit D – Use Table
Exhibit E – Northwest Campus Design Standards
Exhibit F – Additional Rights-of-Way

THIS AMENDED DEVELOPMENT AGREEMENT is made and entered into effective this _____ day of _____, 2010 by and between the CITY OF LAS VEGAS (The "City") and The Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of the College of Southern Nevada (the "College"), an institution within NSHE, an entity of the State of Nevada (together with the City, the "Parties").

RECITALS

A. The City and the College entered into a Memorandum of Understanding ("MOU") on April 5, 2006 so that the College could acquire the City's interest in and develop certain real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property") as the College's Northwest Campus. The MOU expired on October 5, 2007; and

B. The Parties have been working together pursuant to the MOU and are in the final stages of reaching full accord on the terms of the acquisition and development of the Property; and

C. The Parties entered into an Exclusive Negotiating Agreement ("ENA") on October 3, 2007 in order to continue such negotiations beyond the expiration of the MOU, and to enter into a formal development agreement pursuant to NRS 278.0201, which will encompass the Parties' final understanding of the development of the Property; and

D. The Property is located within the boundaries of the City and is leased to the City by the Bureau of Land Management ("BLM") in Lease number N-61839 ("Lease") under the Recreation And Public Purposes Act ("R&PP Act"); and

E. The College also submitted a request to lease the Property from the BLM under the R& PP Act; and

F. The City entered into a Cooperative Agreement with the Regional Transportation Commission of Southern Nevada ("RTC") on October 3, 2007 to allow the RTC to utilize approximately fifteen (15) acres of the Property for a Park 'n Ride facility and other related uses. A description of the RTC area is attached hereto as Exhibit "B"; and

G. The United States Postal Service ("USPS") is exploring the need for approximately 5 acres of the Site for a postal facility in the Northwest area and the Parties desire to facilitate such need and incorporate a postal facility in the development of the Site; and

H. The College intends to coordinate with the RTC and USPS as adjacent neighbors to maximize the benefits and efficiencies under this Agreement and the Cooperative Agreement; and

I. The City intends, pursuant to the terms of this Agreement, to relinquish Lease number N-61839 in favor of the College receiving the patent from the United States on the Property less: 1) the acreage governed by the aforementioned Cooperative Agreement with the RTC, and 2) the area needed for the postal facility if the City grants that use prior to the grant of the federal land patent to the College; and

J. With the exclusion of the RTC area, the Property will hereinafter be referred to as the "Site" for development by the College as the Northwest Campus and possibly the postal facility area. A description of the Site is attached hereto as Exhibit "C"; and

K. The City of Las Vegas zoned the Property T-C Town Center District under section 19.06.110 of Title 19 of the Las Vegas Municipal Code; and

L. The City has authority, pursuant to NRS 278.0201 through 278.0207 and 19.18.090 of the Las Vegas Municipal Code, to enter into development agreements with entities having a legal or equitable interest in real property to establish long-range plans for the development of such property; and

M. The Board of Regents of NSHE is a Nevada constitutional body and has authority to enter into this Agreement to provide for the higher educational needs of the citizens of the State of Nevada; and

N. The City desires to enter into this Agreement in conformance with the requirements of NRS 278.0201 through NRS 278.0207 and LVMC 19 and 18.090 and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing the orderly development of the College's Northwest Campus, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the State statute and City ordinance authorizing development agreements were enacted. As a result of the development of the Property as proposed by the College subject to the Cooperative Agreement between City and RTC, the City will receive needed educational facilities and opportunities, jobs, sales and other tax revenues, and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by agreeing to the use and development of the Site by the College; and

O. In exchange for these and other benefits to the City, and in accordance with the legislative intent evidenced by the State statutes authorizing development agreements and the intent of the City in adopting an ordinance allowing development agreements, the College will receive reasonable assurances that it may develop the Northwest Campus in accordance with this Agreement. Because of the nature of the Northwest Campus and the many constituents that it will serve while also balancing its development with the other needs of NSHE and the College, the development of the Northwest Campus will take a long period of time to fully complete. The College's decision to commence development of the Northwest Campus is based on expectations of proceeding with the Northwest Campus to completion; and

P. In the absence of this Agreement, because NSHE does not own the Property and the Property is currently leased to the City; the College believes it would have no assurance that it could complete the Northwest Campus and would therefore be exposed to significant economic risk. For any number of currently foreseeable and unforeseeable reasons, including, without limitation, regional traffic and related impacts (for example, impacts on air quality) resulting from development outside the jurisdiction of the City and issues relating to water use and availability, pressures on the City could be created to (i) halt the Northwest Campus at a point short of total build out, (ii) reduce the scope of the Northwest Campus, (iii) defer or delay completion of the Northwest Campus, or (iv) apply new rules or requirements in such a manner as to significantly increase the cost of the Northwest Campus or to otherwise burden its development. The burden of interest carrying costs, the difficulty of obtaining financing or funding, the risk of losing existing financing commitments and the potential loss of anticipated revenues associated with these development risks and uncertainties would, in the absence of this Agreement, deter and discourage the College from making a long-term commitment to the development of the Northwest Campus. In addition, the cost of certain improvements to be constructed by the College will be substantial and may not match the timing of the revenue or appropriations associated with the Northwest Campus which is a necessary element of the overall provision of educational opportunities. Accordingly, the College cannot prudently commence the development of the Northwest Campus without reasonable assurance from the City that it will be able to complete the Northwest Campus; and

Q. NSHE has given notice as required by the relevant law, and brought this Agreement for approval at a public meeting of the Board of Regents. The Board of Regents found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Chancellor of NSHE and the President of the College.

SECTION ONE
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"**Affiliate**" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"**Agreement**" means this Development Agreement, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"**Applicable Rules**" means and refers to:

a. This Agreement;

b. The Northwest Campus Design Standards attached to and by this reference included in this Agreement as Exhibit "E "; and

c. The Code in effect on the Effective Date, but only to the extent necessary to provide direction or requirements that under federal or state law or this Agreement are appropriately within the jurisdiction of the City; and

d. The term does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation

"**Building Codes**" means the following codes: 2006 International Residential Code; 2006

International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2006 International Energy Conservation Code; and National Fire Protection Agency 1, or other codes, to the extent adopted by the State Public Works Board of Nevada ("SPWB") and subject to any modifications that are adopted by the SPWB.

"**City**" means the City of Las Vegas, together with its successors and assigns.

"**City Council**" means the Las Vegas City Council.

"**Code**" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein or pursuant thereto.

"**Effective Date**" means the date this Agreement is approved by the City Council following approval and execution thereof by the College. Following approval by the City Council, the Agreement shall be executed by the Mayor of the City but the date of such execution shall not affect the Effective Date, and the City Clerk shall enter the Effective Date in the first paragraph above. The Effective Date shall be the date the Agreement is fully binding and effective upon the parties. The City shall also take the necessary steps to approve the Agreement by ordinance and record the Agreement pursuant to NRS 278.0203, but such actions shall not affect the Effective Date as between the parties.

"**Entitlement Request**" means a submission by the College of a site plan for each building(s) or parking structure or a special use permit for review at a public hearing before the City Council to demonstrate compliance with the Northwest Campus Design Standards.

"**Geotechnical Report**" means a comprehensive geotechnical report for the Property prepared under the direction of and stamped by a Nevada-based professional geotechnical engineer. The substance of the Geotechnical Report shall be determined, reviewed and approved by the Director of Public Works.

"**Grading Plan, Specific**" means a detailed grading plan for a development site within the Site to further define to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"**LVMPD**" means the Las Vegas Metropolitan Police Department

"**Major Roadways**" means the streets which the College is obligated to construct as determined by the Master Traffic Study. Major Roadways include the street, gutter, curb, sidewalk, streetlights, traffic control devices, landscaping and/or amenity zones, storm drains, sewer facilities, trails, and all necessary appurtenances as required by the

Northwest Campus Design Standards and this Agreement.

"**Master Drainage Study**" means a comprehensive hydrologic and hydraulic study prepared under the direction of and stamped by a Nevada-based professional engineer. The Master Drainage Study shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The engineer preparing such study and the assumptions and techniques for modeling storm water run-off and its impacts shall be approved by the City's Director of Public Works.

"**Master Studies**" means the Master Traffic Study, the Master Drainage Study, and the Geotechnical Report.

"**Master Traffic Study**" means a comprehensive transportation study prepared under the direction of and stamped by a Nevada-based professional traffic engineer. The Master Traffic Study shall comply with the Traffic Impact Analysis Guidelines contained in the RTC Policies and Procedures document, as well as the requirements of the City Traffic Engineer. The Master Traffic Study must also address pedestrian circulation and roadway crossings, and on-site traffic circulation as it impacts the Public ROW. The engineer preparing such study and the assumptions and techniques for modeling traffic and its impacts shall be approved by the City's Director of Public Works.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Off-Premise Sign**" means any sign which advertises products or services which are not sold on the premises upon which the sign is constructed. Such sign is considered a specific land use, rather than an incidental use to another existing land use. Owners of Off-Premise Signs generally receive consideration for the use of such sign, as compared to an on-premise signs which in itself do not produce consideration for the owner, but is incidental to another land use. Off-Premise Signs are commonly and generally referred to as "billboards."

"**Off-Site Improvements,**" as this definition relates to the Master Studies, means infrastructure improvements located outside of the Site boundaries required by the Master Studies or other governmental entities to be completed by the College due to the development of the Site.

"**On-Site Improvements,**" as this definition relates to the Master Studies, means infrastructure improvements located within the Site boundaries required by the Master Studies or other governmental entities to be completed by the College due to the development of the Site.

"**Planning Department**" means the Planning and Development Department.

"**Planning Director**" means the Director of the City's Planning and Development Department.

"**Property**" means that certain 62± gross acres of unimproved real property, the legal description of which is set forth as Exhibit "A".

"**Public Works Director**" or "Director of Public Works" means the Director of the City's Department of Public Works.

"**RTC**" means the Regional Transportation Commission of Southern Nevada.

"**Site**" means that portion of the Property remaining after excluding the RTC area from the Property. The legal description of the RTC area is set forth as Exhibit "B" and the legal description of the Site is set forth as Exhibit "C".

"**Term**" means the term of this Agreement.

SECTION TWO
APPLICABLE RULES AND CONFLICTING LAWS

2.01. Reliance on the Applicable Rules. The City and the College agree that the College will be permitted to and shall carry out and complete development of the Site in accordance with the uses, densities and provisions as set forth by the Applicable Rules.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Site, or apply a new rule, regulation, resolution, policy or ordinance to the development of the Site, and:

(a) The development of the Site shall be subject to the Building Codes in effect at the time of issuance of the permit by the State Public Works Board of Nevada to construct any building or structure.

(b) The application of a new rule, regulation, resolution, policy or ordinance to the development of the Site is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.

(c) Nothing in this Agreement shall preclude the application to the Site of new or changed rules, regulations, policies resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Site, other than pursuant to one of the above subparagraphs 2.02(b) or 2.02(c), the College shall have the option, in its sole discretion, of accepting such new or amended rules by the giving of written notice of such acceptance. City and the College shall subsequently execute an amendment to this Agreement evidencing the College's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. To the extent any such fees are applicable, notwithstanding subparagraph 2.02, above, the City may increase cost-based processing fees, Entitlement Request processing fees, inspection fees, plan review fees, facility fees, sewer connection fees, or traffic signal impact fees that are typical or uniformly apply to all development in the City.

2.04. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance by City or College with one or more provisions of this Agreement or require changes to any approval given by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05. City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. The College shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.06. City Cooperation. The City shall cooperate with the College in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, the College shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

2.07. Relinquishment of R&PP Act Lease. The College is pursuing legislation in Congress that would grant a federal land patent for the Site to the College, subject to the requirements of this Agreement. In order that the College is able to finance the development of its Northwest Campus in the manner currently envisioned and on a time table which would justify the City to relinquish its Lease on the entire Site, the patent cannot be restricted so as to prevent private entities from leasing portions of the Site or leasing space within buildings for profitable ventures. The Parties agree that this Agreement shall be effective for its Term notwithstanding the grant of the federal land patent for the Site to the College. The College will notify the City in the event the College determines that it is unlikely to obtain the land patent. College shall have 18 months from the Effective Date of this Agreement to secure such patent, or this Agreement shall be null and void and the parties shall have no further liability or obligation to each other, except for the obligation to attempt to negotiate a new development agreement as set forth below. Such 18-month period may be extended for ~~an~~ additional periods of 6 months upon the written approval of the City Council and College.

The College may not commence work on the Site until it obtains such a land patent and is in compliance with the terms of this Agreement.

The City will when and where requested indicate its willingness to relinquish its R&PP lease as to the Site, subject to the terms of this Agreement, as a final condition to the grant of patent to the College so long as the patent will allow the development of the Northwest Campus as envisioned by this Agreement. Thereafter, the City will file when appropriate a relinquishment of its R&PP lease with the BLM for the Site in order for the College to receive the land patent.

In the event the College is unable to secure a patent of the Site that is unrestricted as referenced above: 1) the parties shall attempt to enter into a new development agreement to accomplish the goals of the parties set forth herein, and 2) the City shall not be under any obligation to relinquish its Lease of the Site unless and until a mutually acceptable agreement is executed.

SECTION THREE
PLANNING AND DEVELOPMENT OF THE SITE

3.01 Planned Site. One of the primary objectives of the Parties is that development of the Site be undertaken in an organized fashion so as to ensure a well-integrated campus that is based on the design concepts of sustainable development with a mix of educational, office, commercial and possible residential uses.

3.02 Time for Construction and Completion of the Site. The Parties acknowledge and agree that it is in their respective best interests that development of the Site be accomplished to best support the College's objectives and purpose, but on a reasonable time table within the abilities of the College that justifies the City's relinquishment of the Site. In light of this mutual objective, and subject to the terms of the Applicable Rules, the College shall have the discretion as to the time of commencement, construction and completion of the Site, with the exception of the construction of Grand Montecito Parkway.

3.03 Permitted Uses, Density and Height. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed on the Site, the density of residential uses and the permitted uses of the land within the Site.

(a) Maximum Residential Units Permitted. The College will be permitted to construct up to 500 residential units on the Site. Any residential units will be designed to primarily accommodate students, faculty, or staff of the College.

(b) Maximum Height of Structures. The maximum height of structures within the Site shall conform to Northwest Campus Design Standards Map 2. The College further agrees to comply with the 3:1 residential adjacency height setback ratio for buildings or other structures constructed on the western edge of the Site immediately adjacent to the existing residential area.

(c) Maximum Square Footage of Commercial Space. The maximum square footage of commercial space on the Site shall be up to 475,000 square feet.

(d) Square Footage for Educational Uses. There shall be no maximum square footage for educational uses. The Parties agree and acknowledge that the primary purpose of the Site is to provide educational opportunities including all ancillary uses such as faculty and administrative offices to achieve the educational purposes.

(e) Land Uses. The Parties agree that the land uses within the Site are defined by this Agreement and more particularly described in Exhibit "D" which specifically delineates permitted uses, conditional uses and special uses within the Site.

3.04 Concept for the Site. The concept of the Northwest campus is to combine education with real world experience in an academic urban village. The Site will provide a learning environment that creates a mixed used learning, working, leisure, and living environment that attracts students, faculty, community and business partners and that incorporates other opportunities beyond the traditional classroom including but not limited to business entities that will furnish teaching/learning experiences, internships, externships, employment, on-site training, necessary services and supportive retail ventures. Commercial, for-profit activities will be carried out along with non-profit public services. A substantial percentage of the College's students study health sciences, applied sciences and technology, and other areas leading directly in a relatively short period of time to the workplace. Once the Site is fully developed, it will be an activity center where students can both learn and gain work experience while also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this concept is to provide student services in a highly accessible one-stop storefront environment to achieve a self-sustaining Campus for education, culture and associated services for the benefit of the citizens of Las Vegas. The College recognizes the significant planning and development that many entities including the City have undertaken to develop the northwest area of the City, of which the Campus will be a significant contributing part. It is not possible to identify at the time of the execution of this Agreement all of the details on uses, location and timing for development.

(a) Non-Use of the Site. The Parties agree that the College will be permitted to and shall develop the Northwest Campus in its entirety and in accordance with this Agreement. The College will not convey its interest in the Site to another party, nor allow the Site to remain undeveloped.

(b) Third-Party Ground Leases. Portions of the Site may be the subject of a ground lease for development consistent with this Agreement.

3.05 State Public Works Board of Nevada. Any building or structure that is constructed on the Site will only be subject to this Agreement and to the laws, rules and requirements involving the SPWB pertaining to construction of any building on State of Nevada property or for which the money is appropriated by the Nevada Legislature. Nothing in this Agreement shall be interpreted to extend the City's jurisdiction over construction of any building constructed on State property

beyond what is specifically provided for in this Agreement. Following acquisition of the federal patent for the Site, the SPWB is required by statute to be the building official, to review all plans and specifications, to issue building permits, to perform all inspections, and to issue the building occupancy report for buildings or structures constructed on the Site, so long as the Site remains the property of the State. In the event any portion of the Site is deeded to an entity other than the State following acquisition of such patent, the construction of any building on such portion shall be under the jurisdiction of the City which shall perform all of the above functions, and not the SPWB.

3.06 Modifications. The Parties agree that modifications of the Northwest Campus Design Standards are generally not in the best interests of the effective and consistent development of the Site.

However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Northwest Campus Design Standards to accommodate unique situations which are presented to the College upon the actual development of the Site.

Further, the Parties agree that modifications of the Northwest Campus Design Standards can change the look, feel and construction of the Site in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification of the Northwest Campus Design Standards is the College entity itself and not a lessee or any other party.

(a) Applicant. Requests for all modifications of the Northwest Campus Design Standards may be made only by the College.

(b) Minor Modifications. Minor Modifications are changes to the Design Standards that include:

(i.) Changes in architectural styles, color palettes and detail elements.

(ii.) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.

(iii.) Changes in building materials.

(iv.) Changes in landscaping materials, plant palettes and landscaping detail elements.

(v.) A change in an on-site private roadway (not major public roadway) that does not adversely impact traffic circulation or create a material impact and is approved by the Director of Planning and the Director of Public Works.

(c) Submittal, Review, Decision and Appeal.

(i.) An application for Minor Modification may be made to the Director of Planning for consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application;

(ii.) The Director of Planning may, in his/her discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application, which decision is final unless it is appealed by the College pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved. If the Director of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the College, the decision of the Director of Planning may be appealed directly to the City Council.

(iii.) The College may appeal any decision of the Director of Planning to the City Council by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

(i.) Any application for a modification to the Northwest Campus Design Standards that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the City Council within forty-five (45) days of either the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable;

(ii.) Prior to City Council consideration of a Major Modification that increases density on the Site, the Master Developer shall meet and confer with the Director of Public Works or designee as to whether an update to the Master Studies is required. If the Director of Public Works or designee requires an update to one of more of the

Master Studies, such update shall be prepared by the College and submitted to the Department of Public Works no later than fifteen (15) business days prior to the City Council hearing.

3.07 Entitlement Requests.

(a) Generally. The City agrees to cooperate reasonably with the College to:

(i) Expeditiously process all Entitlement Requests in connection with the Site that are in compliance with the Applicable Rules and Master Studies; and

(ii) Expeditiously process and consider all land use applications that require a public hearing and which may include special use permits or revisions to the site plan that increase height, density or commercial square footage beyond what is contemplated in this Agreement. These applications shall proceed directly to the City Council without consideration by the Planning Commission.

(b) Required Zoning and Master Plan Entitlement for Site. The Parties acknowledge and agree that the Site is currently master-planned and zoned as PF-TC (Public Facility - Town Center). The Parties further acknowledge that the unique circumstance of developing the Site as a college campus means that other uses not traditionally allowed on PF property will be permitted on the Site in accordance with Exhibit "D" and this Agreement.

(c) Subsequent Entitlement Requests. All subsequent Entitlement Request applications shall be processed by the City according to the Applicable Rules.

(d) Build-out Phases. College will generally develop the Campus over time as various relevant factors dictate from the east edge moving to the west, and will provide improvements to the east part first and thereafter continue to progress in its construction of improvements to the west part until the Site is wholly developed. The College shall solely determine the timing, order and phasing of the improvements on the Campus.

Notwithstanding on-site phasing, as set forth in Section 7.02, the extension of Grand Montecito Parkway will be constructed with the first phase, and other public transportation improvements will be phased as determined in the Master Traffic Study.

3.08 Dedicated Staff and the Processing of Applications.

(a) Dedicated Staff. City will endeavor but not be required to have at least one person in the various City departments that are reasonably knowledgeable for processing matters related to the Site. Such person will be at least generally familiar with the Site, including without limitation, the Applicable Rules. This sub-section applies to the following departments:

(i) Department of Planning and Development;

(ii) Building and Safety Department;

(iii) Public Works Department;

(iv) Right-of-way Section of the Department of Public Works;

(v) Traffic Division of the Department of Public Works;

(vi) Flood Control Section of the Department of Public Works;

(vii) Collection System Planning Section of the Department of Public Works:

(viii) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Site; and

(ix) Surveying Section of the Department of Public Works

(b) Processing. The Parties agree that the City will use its reasonable efforts to utilize such dedicated staff members for the processing of all Entitlement Requests, applications for Minor and Major Modifications and all other requests related to the development of the Site in an expedient fashion according to the provisions of the Code.

3.09 Off-Premise Signs (Billboards) Prohibited. Off-Premise Signs are prohibited within the Site. No person or entity shall apply for the use of an Off- Premise Sign anywhere within the boundaries of the Site, and the City shall not approve or issue any permit for an Off-Premise Sign within the Site.

3.10 Blasting. The College agrees to comply with all Code and City policies as related to blasting. Notwithstanding the provisions of Section Two, such Code provisions and City policies may be amended at the City's discretion.

3.11 Property Dedications to City. Any real property (and fixtures thereupon)

transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to the College from the United States of America).

3.12 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of the Site including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by the City shall apply to the development of the Site or portion thereof. Notwithstanding the foregoing, the City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.4, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Site, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain the City's compliance with non-City and state sewerage, water system and utility regulations.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, the College shall continue to be entitled to apply for and receive consideration of Entitlement Requests in accordance with the Applicable Rules.

3.13 Additional Property Not Included Within Development Agreement. The College shall not develop additional property as a part of the Site pursuant to the terms of the Applicable Rules that is not a part of the Property, without the amendment of this Agreement and City consideration of additional impacts to the City based upon the inclusion of such additional real property.

3.14 Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from the College, such documents as may be reasonably necessary to acknowledge that:

(a) the City has no lien on the Site as a direct result of this Agreement, or disclosure of any City liens that exist; and

(b) the City is not aware of a default of this Agreement by the College or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve the College of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.15 Franchise Agreements. The City warrants that it has entered into franchise agreements with all of the public utility companies that provide utility services within City of Las Vegas, specifically, Nevada Power Company, Embarq Corporation, Southwest Gas Corporation, and Cox Communication (the "Franchise Agreements").

SECTION FOUR
MAINTENANCE OF THE SITE

4.01 Maintenance of Landscape Areas. The College will maintain all landscaped areas within the Site and within the right-of-way abutting the Site that are installed by the College in good condition and repair to include maintaining clear Sight Visibility Restriction Zones (SVRZs) to the satisfaction of the Director of Public Works. The College shall submit encroachment agreements for landscaping within the Right-of-Way pursuant to the Applicable Rules. In addition, the College shall maintain in good condition and repair all sidewalks, private streets, drives and alleys, trails, amenity zones, drainage facilities and any landscaping in, on and around medians and public rights-of-way.

4.02 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the City-dedicated public street(s) (excluding any landscaping within the right-of-way), associated curbs, gutters, City-owned traffic control devices and signage, and streetlights upon City-dedicated public streets which are within the Site and accepted by the City will be maintained by the City in good condition and repair at the City's sole cost and expense.

SECTION FIVE
PUBLIC FACILITIES

5.01 Post Office. The College acknowledges that the City committed a portion of the Site to the USPS to be used as a post office. The USPS has requested five (5) acres of land within the Site. Although the final location of the post office has not been determined, the College will provide such land to the USPS in a current "as is" condition and in a location that is mutually agreeable to the City, the College and the USPS. If USPS needs to acquire such location prior to College obtaining the patent for the Site, the City shall cooperate with USPS and BLM in

relinquishing such location in favor of USPS. Neither the City nor the College will be responsible for any on-site grading, paving, utilities or construction of the post office. Nothing herein limits the College's ability to negotiate with the USPS for contribution for road improvements or any other costs or fees incurred by the College under this Agreement. If the post office has not pulled a building permit for its facility within six (6) years from the Effective Date, this section 5.01 shall cease to be effective and the five acres committed to the USPS can be developed by the College. In the event the USPS determines that it does not need a post office on the Site as evidenced in writing, the College is relived of its obligation to provide land for a post office within the Site.

5.02 Regional Transportation Center

(a) Design of the Regional Transportation Center. The Parties acknowledge that the RTC plans to construct a park-n-ride facility adjacent to the Site. It is currently anticipated that the park and ride facility may be developed to include one or more of the following:

(i) A transit center where passengers interchange from one route or mass transit vehicle to another that has significant infrastructure such as a waiting room, benches, restrooms, sales outlet, ticket or pass vending machines, and/or other services;

(ii) A parking garage and/or lot used for parking passengers' automobiles, either free or for a fee, while they use transit agency facilities. Park-and-ride facilities are generally established as collector sites for rail or bus service. Park-and-ride facilities may also serve as collector sites for vanpools and carpools, and as transit centers.

(iii) A kiss and ride facility where commuters who are passengers in non-transit vehicles are dropped off to board a mass transit vehicle.

(b) The College is not responsible for any infrastructure costs such as streets, lighting, grading, pavement or other costs associated with the construction of the RTC facility, other than as required by the Applicable Rules.

5.03 Other Public Facilities. City agrees that College shall have no obligation, other than those identified in this Agreement, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for public or civic buildings, inside or outside of the Site or otherwise provide or pay any further exaction, including, special assessment district assessments, other

assessments or development fees, as a substitute therefore, including, without limitation, sites and related improvements and equipment for fire stations, police stations, schools and libraries. The College agrees that the City shall have no obligation, other than those identified in this Agreement and its normal and customary duties as a municipal corporation providing services to its constituents, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for the development of the Site.

5.04 Police and Fire Services. The City agrees that it shall provide, at its sole cost and expense, fire service to the Site and that no development within the Site will be denied or conditioned as a result of lack of police and fire services. City acknowledges that College maintains its own police department and other security services. The College police services are controlled by the LVMPD.

SECTION SIX
OPEN SPACE and PARKS

6.01 Parks and Open Space. The City agrees that the College shall not be required to provide any land for parks, public recreational uses, or other public uses other than as the College determines is appropriate to achieve its educational purposes.

SECTION SEVEN
TRANSPORTATION

7.01 Mitigation of Off-Site Traffic Impacts.

(a) The College's obligation to construct or provide traffic improvements shall be limited to 1) its appropriate share and obligations related to the extension of Grand Montecito Parkway on the Site as set forth in Section 7.02 of this Agreement, 2) the expansion of Elkhorn Road to two westbound travel lanes immediately west of Durango Drive, 3) improvements identified in the Master Traffic Study, and 4) bus turnouts, traffic chord easements, and similar features at various locations as identified on Exhibit "F". The College shall have no other obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, to provide land, facilities or improvements for road and motor vehicular traffic system or for any facilities, equipment or physical improvements that are a substitute therefore. The College agrees that except for public streets, all parking and paved traffic areas on the Site will be its responsibility.

(b) The College agrees that it shall pay the traffic signal impact fees provided for in City Ordinance 5644. In the event that the College is not required to

obtain building permits from the City, the College agrees to pay traffic signal impact fees at the time the building permit is issued by the SPWB.

7.02 Grand Montecito Parkway.

(a) Grand Montecito Parkway is that road designed to go north and then west across the Site to Durango Drive from its current termination point at the intersection of Elkhorn Road. In general, the extension of Grand Montecito Parkway has been approved by the City.

(b) Grand Montecito Parkway ultimately may include, without limitation, curb, gutter, drainage and sewer facilities, sidewalk, street lights, pavement, striping, medians, landscaping, trails, amenity zones, and traffic control devices, including conduits and foundations and signage. The cost of the Grand Montecito Parkway will be allocated as follows:

The College shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway on the Site for any part of that extension where Grand Montecito Parkway is adjacent to land patented to and occupied by the College and where the RTC does not hold the right of occupancy on both sides of the proposed Grand Montecito Parkway. As long as the College has received the land patent for the Site, the College:

(i) shall fulfill its obligations of this sub-section when the College or the RTC is prepared to commence the construction of the extension of Grand Montecito Parkway, whichever may occur first.

(ii) RTC shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway except that RTC shall pay for all of the costs of the extension adjacent to the land where RTC holds the right of occupancy on both sides of the proposed Grand Montecito Parkway.

(iii) The City shall cause a supplement to the Cooperative Agreement to be executed with and by the RTC which memorializes the cost responsibilities for the extension of the Grand Montecito Parkway as set forth in (i) and (ii) above.

(c) After road dedication to the City, the College shall submit to the City encroachment agreements for maintenance of the landscaping within the public right-of-way.

(d) In the event the RTC commences construction of the extension of Grand Montecito Parkway prior to the time the College has obtained the land patent for the Site, the City will be responsible for the costs of the extension which are not the obligation of RTC, and the College will reimburse the City those costs which the City has expended pursuant to this provision within sixty days of obtaining the land patent for the Site, or the City will defer the improvements to be completed by the College until the land patent is issued, and the College will commence these improvements within 60 days of obtaining the land patent for the Site.

7.03 Land Dedication. Notwithstanding anything to the contrary in this Agreement, the College and the City agree that the College will only dedicate rights-of-way required for the extension of Grand Montecito Parkway, the expansion of Elkhorn Road, and as set out on Exhibit "F".

7.04 Conformance to Master Studies. The Master Studies will be required after final consideration and approval of this Agreement by the City Council and after College receives the federal land patent for the Site.

The College agrees to construct and dedicate to the City all infrastructure necessary for the development of the Site as identified by the Master Studies and this Agreement. Such infrastructure improvements will be constructed in conformance with, in the manner of, and within timeframes delineated by the Master Studies and this Agreement. If there is a conflict between this Agreement and the Master Studies as to the timing of the construction and/or dedication of infrastructure improvements, the Master Studies shall control.

7.05 Acquisition of Rights-of-Way and Easements. The City acknowledges that certain rights-of-way and easements outside the boundaries of the Site may be necessary for the construction of the necessary infrastructure improvements. The City shall assist the College in obtaining the necessary rights-of- way, easements or other interests not owned by the College necessary to construct the necessary infrastructure improvements.

With regard to any necessary roadways and/or necessary drainage and sewer corridors that are proposed to abut or cross BLM lands, the College shall submit all required documentation and applicable fees to the City to enable the City to acquire the necessary property or land patents from the BLM.

SECTION EIGHT
FLOOD CONTROL

8.01 Flood Control Facilities and Technical Drainage Studies. The College shall submit a Master Drainage Study addressing the overall drainage impacts to the Site and adjacent roadways. The phased development of the Site will require that a Technical Drainage Study be required for each phase of development. The Master Drainage Study and the Technical Drainage Studies for each phase of development shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The College agrees to implement the drainage study requirements and follow the recommendations of approval from the City of Las Vegas, with concurrence by the Clark County Regional Flood Control District and the Nevada Department of Transportation (NDOT). Drainage study updates may be required based upon the development phasing.

The drainage studies shall identify the necessary storm drain system and/or other mitigation measures needed to protect the Site development from the existing condition flows and the ultimate condition flows for both the 10-year and 100-year storms. The facilities identified in the drainage studies must be designed and constructed by the College with each phase of development and may include both on-site and adjacent off-site facilities. The College agrees that Grand Montecito Parkway may include storm drain facilities as determined by the drainage study for the Site. The College shall be responsible for paying the costs of constructing any facilities necessary, whether interim or ultimate, and shall comply with Section 7.05 of this Agreement regarding Acquisitions of Rights of Way and Easements to accommodate such facilities. All interim and on-site storm drain facilities must be maintained by the College. The College will not be responsible for the technical drainage studies for the USPS or RTC sites.

SECTION NINE
SANITATION

9.01 Sewer Capacity. The Parties agree that the City will provide sanitary sewer service. The sanitary sewer point of connections will be the existing 8-inch sanitary sewer main located at the intersection of Elkhorn Road and Grand Montecito Parkway, an existing 24-inch sewer main located within the Durango Drive right-of-way and a 12-inch sewer main located in Elkhorn Road west of Durango Drive The College is responsible for design and construction of any sewer main extensions of adequate capacity to serve the Site and for sewer connection fees in accordance with the City's Municipal Code, Title 14. The College shall grant easements to the City for public sewer purposes to perpetuate

the continuation of sewer lines prior to the installation of any sewer lines. Except as otherwise stated herein, the College shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any facilities, equipment or physical improvements relating to sanitary sewer service off-site to the College. All off-site sewer design and construction shall conform to the latest edition of the "Design and Construction Standards for Wastewater Collection Systems for Offsite Sewers". All on-site sewer design and construction shall conform to the latest adopted edition of the "Uniform Plumbing Code".

SECTION TEN
WATER

10.01 Water Supply. The Parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District ("LVVWD"). If, however, the City assumes any role in water allocation during the term of this Agreement, the City agrees it will endeavor to allocate or cause to be allocated to the College water in order that the development of the Site will continue uninterrupted. The City and the College will cooperate with the LVVWD in granting over their respective properties reasonable easements or rights-of-way either on or off site necessary for the installation of water facilities to serve the Site. NSHE or the College agrees to execute all Affidavits of Waiver and Consent forms required in order for water laterals and mains to be constructed.

SECTION ELEVEN
REVIEW OF DEVELOPMENT

11.01 Frequency of Reviews. As required by NRS 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term, the College shall provide and the City shall review in good faith a report submitted by the College documenting the extent of the Parties' material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response. The Parties shall be permitted an opportunity to be heard before the City Council regarding their performance under this Agreement in the manner set forth in the Development Agreement Ordinance.

11.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. The College shall be permitted an opportunity to be

heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Planning Director may, in his/her discretion, provide copies of the report to members of the City's Planning Commission for their information and use. Prior to submitting the report, the College may meet with the Planning Director to discuss the status of development of the Site.

11.03 Action by City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TWELVE
DEFAULT

12.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a thirty (30) 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 thirty (30) day period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the default cannot be reasonably cured within the thirty (30) day cure period, the non-compliant Party may timely cure the default for purposes of this Section Twelve if it commences the appropriate remedial action within the thirty (30) cure period and thereafter prosecutes such action to completion within a reasonable period of time. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than sixty (60) days from the date the sixty (60) day notice of default and opportunity to cure was mailed to the non-compliant party.

If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the alleged default is not corrected within the relevant cure period, the party alleging non-compliance may elect any one or more of the following courses:

(a) City Manager/ President Resolution. The City Manager and the President of the College shall meet to discuss the alleged default and seek to resolve the matter in a mutually agreeable time frame.

(b) Mediation. The Parties shall submit the issues to mediation to attempt resolution.

(c) Arbitration. The Parties shall request the Chief Judge of the Eighth Judicial District Court to select an Arbitrator with experience in City planning and design standards to conduct arbitration and issue a decision which will be binding. No appeal of the arbitration decision can be filed by either party.

12.02 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to the other party within thirty (30) days after the commencement thereof, an automatic extension of time, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the City and the College. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section Eleven above.

12.03 Limitation on Monetary Damages. City and the College agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the City and the College may pursue any course of action or equity available for breach, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

12.04 Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

12.05 Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

12.06 Applicable Laws: Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

12.07 Default by City. In the event the City substantially defaults under this Agreement, the College shall have the right to terminate this Agreement as set forth in Section 12.01. Notwithstanding the forgoing, the College shall have the option, in its sole discretion, to maintain this Agreement in effect, and seek to enforce all of the City's obligations herein under the provisions set forth in Sections 12.01 and 12.03.

SECTION THIRTEEN
GENERAL PROVISIONS

13.01 Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless extended by written agreement executed by the City and the College or unless terminated earlier pursuant to the terms hereof. City agrees that the College shall have the right to request extension of the term of this Agreement for an additional fifteen (15) years upon the following conditions:

(a) the College provides written notice of such extension to the City at least one hundred-eighty (180) days prior to the expiration of the original thirty (30) year term of this Agreement;

(b) the College is not in default of this Agreement; and

(c) the College and the City enter into an amendment to this Agreement memorializing the extension of the term.

13.02 Financing. The College has previously provided financing commitments and options to the City in compliance with the MOU. The College shall have the sole discretion as to the form, amount and conditions of financing throughout the term of this Agreement. No obligation or requirement for financing is placed on the City.

13.03 Assignment to a Third Party. Assignment or a transfer of rights or obligations under this Agreement to a third person other than as provided herein is not a contemplated transaction under this Agreement. The College shall not sell or transfer any or all of its rights or obligations under this Agreement to a third person other than as provided herein without the approval of the City Council and any such unapproved transfer is void and is an immediate default of this Agreement notwithstanding the cure provisions of Section Twelve.

(a) To an Affiliate of College. Except as otherwise provided by Section 13.02(e), below, the rights of the College under this Agreement may be freely transferred or assigned to an Affiliate of the College provided that such entity

shall assume in writing all obligations of the College hereunder in a form acceptable to the City, to be accepted by the City Manager.

(b) Transfer Not to Relieve the College of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Site shall relieve the College of its obligations hereunder as to the portion of the Site so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the College hereunder. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

(c) In Connection with Financing Transactions. Following its receipt of a patent for the Site, the College shall have full discretion and authority to encumber the Site or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

13.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may only be amended or canceled upon the mutual consent of the College and the City Council. Any proposed amendments shall be considered solely by the City Council.

13.05 Indemnity; Hold Harmless. To the extent limited in accordance with NRS 41.0305 to NRS 42.039, the College shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of College or those of its contractors, subcontractors, agents, employees, or other persons acting on College's behalf which relate to the development of the Site. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees, or representatives.

13.06 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

13.07 Relationship of Parties. It is understood that the contractual relationship between City and the College is such that the College is not an agent of City for any

purpose and City is not an agent of the College for any capacity.

13.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City:

CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: 702-229-6501
Fax: 702-388-1807
Attention: City Manager

With a copy to:

CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: 702-229-6629
Fax: 702-386-1749
Attention: City Attorney

To College:

College of Southern Nevada
6375 West Charleston Blvd.
Las Vegas, Nevada 89146
Phone: 702-651-5600
Fax: 702-651-5001
Attention: President

With a copy to:

College of Southern Nevada
6375 West Charleston Blvd.
Las Vegas, Nevada 89146
Phone: 702-651-7488
Fax: 702-651-7464
Attention: General Counsel

Either Party may change its address by giving notice in writing to the other, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

13.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and

conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

13.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of the College or approved by the City Council, as the case may be.

13.11 Recording; Amendments. In addition to the City Council approving this Agreement as set forth herein, the City shall also take all necessary steps to approve this Agreement by ordinance pursuant to NRS 278.0203 and subsequently thereto, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and the College in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and the College and shall be recorded in the Official Records of Clark County, Nevada.

13.12 Headings: Exhibits: Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

13.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective on the day and year first above written.

CITY:
CITY COUNCIL, CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

_____ 1/22/10
ASSISTANT CITY ATTORNEY

ATTEST:

CITY CLERK

By: _____
BEVERLY K. BRIDGES, CITY CLERK

COLLEGE OF SOUTHERN NEVADA:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Richard L. Hinckley
General Counsel, CSN

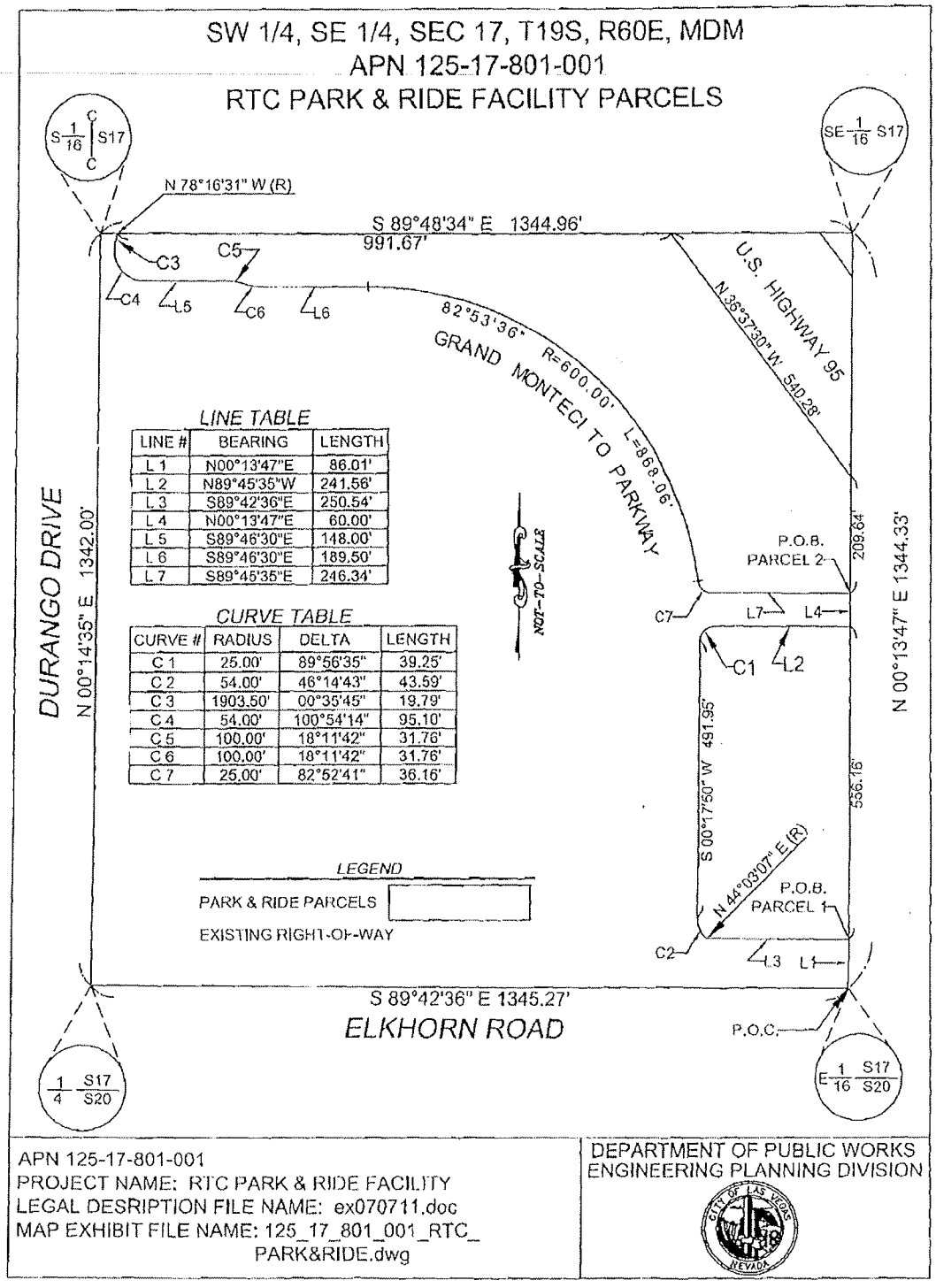
(College should prepare acknowledgement forms to attach)

EXHIBIT A
Legal Description of Property

The lands described as follows:

Mount Diablo Meridian
T.195S., R. 60 E., Sec. 17
Government Lots 18, 19 & 20

EXHIBIT B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APN 125-17-801-001
RTC PARK & RIDE FACILITY PARCELS
S 1/16 S17
SE 1/16 S17
N 78°16'31" W (R)
S 89°48'34" E 1344.96'
991.67'
C3
C5
C4
L5
C6
L6
82°53'36"
R=600.00'
L=868.06'
GRAND MONTECITO PARKWAY
U.S. HIGHWAY 95
N 35°37'30" W 540.28'
LINE TABLE
LINE # | BEARING | LENGTH
L1 | N00°13'47"E | 86.01'
L2 | N89°45'35"W | 241.56'
L3 | S89°42'36"E | 250.54'
L4 | N00°13'47"E | 60.00'
L5 | S89°46'30"E | 148.00'
L6 | S89°46'30"E | 189.50'
L7 | S89°45'35"E | 246.34'
CURVE TABLE
CURVE # | RADIUS | DELTA | LENGTH
C1 | 25.00' | 89°56'35" | 39.25'
C2 | 54.00' | 46°14'43" | 43.59'
C3 | 1903.50' | 00°35'45" | 19.79'
C4 | 54.00' | 100°54'14" | 95.10'
C5 | 100.00' | 18°11'42" | 31.76'
C6 | 100.00' | 18°11'42" | 31.76'
C7 | 25.00' | 82°52'41" | 36.16'
NOT-TO-SCALE
P.O.B. PARCEL 2
209.64'
C7
L7
L4
C1
L2
DURANGO DRIVE
N 00°14'35" E 1342.00'
N 00°13'47" E 1344.33'
S 00°17'50" W 491.95'
556.16'
N 44°03'07" E (R)
P.O.B. PARCEL 1
C2
L3
L1
LEGEND
PARK & RIDE PARCELS
EXISTING RIGHT-OF-WAY
S 89°42'36" E 1345.27'
ELKHORN ROAD
P.O.C.
1/4 S17 S20
E 1/16 S17 S20
APN 125-17-801-001
PROJECT NAME: RTC PARK & RIDE FACILITY
LEGAL DESRIPTION FILE NAME: ex070711.doc
MAP EXHIBIT FILE NAME: 125_17_801_001_RTC_PARK&RIDE.dwg
DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION
CITY OF LAS VEGAS NEVADA

EXHIBIT B

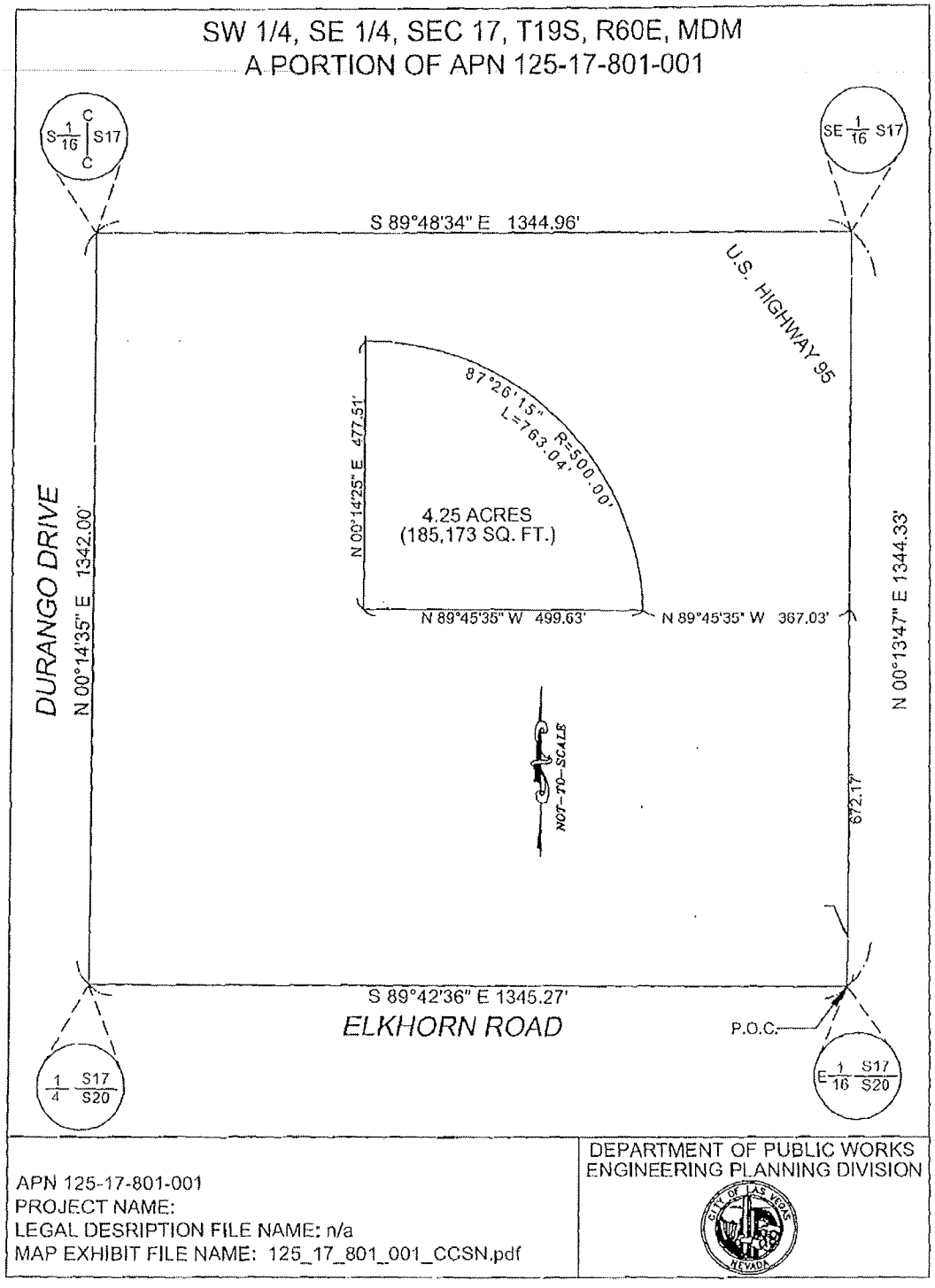
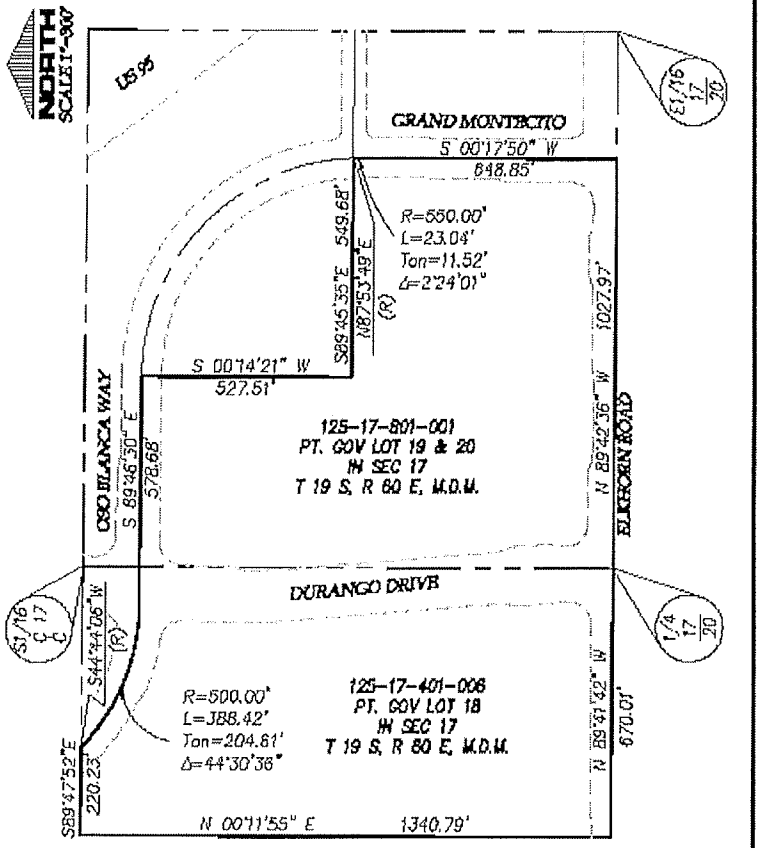

SW 1/4, SE 1/4, SEC 17, T19S, R60E, MDM
A PORTION OF APN 125-17-801-001
S 1/16 C S17
C
SE 1/16 S17
S 89°48'34" E 1344.96'
U.S. HIGHWAY 95
87°26'15"
L=763.04'
R=500.00'
N 00°14'25" E 477.51'
4.25 ACRES
(185,173 SQ. FT.)
N 89°45'35" W 499.63'
N 89°45'35" W 367.03'
DURANGO DRIVE
N 00°14'35" E 1342.00'
N 00°13'47" E 1344.33'
672.17'
NOT-TO-SCALE
S 89°42'36" E 1345.27'
ELKHORN ROAD
P.O.C.
1/4 S17 S20
E 1/16 S17 S20
APN 125-17-801-001
PROJECT NAME:
LEGAL DESRIPTION FILE NAME: n/a
MAP EXHIBIT FILE NAME: 125_17_801_001_CCSN.pdf
DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION
CITY OF LAS VEGAS
NEVADA

Exhibit C



CSN NORTHWEST CAMPUS

TANEY ENGINEERING
1399 GALLERIA DRIVE, #101
HENDERSON, NEVADA 89014
(702) 362-8844 FAX:(702) 362-5233

Exhibit C

LEGAL DESCRIPTION

THE PURPOSE IS TO DESCRIBE THE GROSS AREA OF THE NORTHWEST CAMPUS OF THE COLLEGE OF SOUTHERN NEVADA. THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION AND IS NOT THE RESULTS OF A FIELD SURVEY.

LYING WITHIN GOVERNMENT LOTS 18, 19 AND 20 IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 18; THENCE ALONG THE WEST LINE THEREOF NORTH 00°11'55" EAST, 1340.79 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 18; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89°47'52" EAST, 220.23 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT WHICH BEARS SOUTH 45°15'54" EAST ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 44°30'36", AN ARC DISTANCE OF 388.42 FEET; THENCE SOUTH 89°46'30" EAST, 578.68 FEET; THENCE SOUTH 00°14'21" WEST, 527.51 FEET; THENCE SOUTH 89°45'35" EAST, 549.68 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT WHICH BEARS SOUTH 02°06'11" EAST ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 02°24'01", AN ARC DISTANCE OF 23.04 FEET; THENCE SOUTH 00°17'50" WEST, 648.85 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 20; THENCE ALONG SAID SOUTH LINE OF GOVERNMENT LOT 20 AND THE CONTINUATION THEREOF NORTH 89°42'36" WEST, 1027.97 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 18, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SAID SECTION 17 AND THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 19; THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 18 NORTH 89°41'42" WEST, 670.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41.17 ACRES, MORE OR LESS

EXHIBIT D
Permitted Uses

USES	PF
Amphitheater	P
Animal Hospital, Clinic, Shelter, Without Outside Pens	C
Antique/Collectible Stores	P
Beer/Wine/Cooler On-Sale Establishment	S
Building and Landscape Material/Lumber Yard	S
Child Care Center	P
Church/House of Worship	P
College, University or Seminary	P
Commercial Recreation/Amusement (Indoor)	P
Commercial Recreation/Amusement (Outdoor)	S
Community Recreational Facility, Public	P
Convalescent Care Facility/Nursing Home	S
Copy Center	P
Dry Cleaners	P
Electric Utility Substation	S
Financial Institution, General (with Drive-Through)	S
Financial Institution, General (without Drive-Through)	P
General Personal Service	P
General Retail Store	P
Government Facility	P
Health Club	P
Helipad	S
High Density (25+ du/ac) Mixed Use	S
Home Occupation	P
Hospital	P
Hotel, Motel or Hotel Suites	S
Laboratory, Medical or Dental	P
Laundry Self Service	P
Library, Art Gallery or Museum (Public)	P
Medium Residential (12.1-25 DUA)	P
Museum or Art Gallery (Private)	C
Office, Medical or Dental	P
Office, other than listed	P
Parking, Commercial	P
Pet Shop	P
Post Office, Local Service	P
Private Club, Lodge or Fraternal Organization	P
Private Sports Arena, Stadium or Track	S
Public Park or Playground	P
Public or Private School, Primary	C
Public or Private School, Secondary	C
Radio, TV or Microwave Communication Tower	S
Restaurant (without drive-through)	P
Temporary Contractor's Construction Yard	TCP
Temporary Outdoor Commercial Event	TCP
Temporary Real Estate Sales Office	C
Trade Schools	P
Transit Passenger Facility	P
TV Broadcasting and other Communication Service	P
Utility Transmission Lines	C
Wireless Communication Facility	S

City of Las Vegas

COLLEGE OF SOUTHERN NEVADA NORTHWEST CAMPUS DESIGN STANDARDS

PLANNING & DEVELOPMENT DEPARTMENT

College of Southern Nevada
Northwest Campus
Design Standards

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A. INTRODUCTION

1. PURPOSE OF THE NORTHWEST CAMPUS

The College of Southern Nevada (hereinafter College or CSN) is the largest institution of higher learning in Nevada based on full time-equivalent student count. It currently operates three major campuses in the northeast, southeast and southwest areas of the Las Vegas valley. As a result of overall growth in the valley and the extensive development of the northwest, commute times for students/potential students who reside there have continued to increase. The Cheyenne and Charleston campuses will be fully developed in the near-term and student enrollment has expanded to current physical capacity. Growth has continued to boom in the northwest area of the valley, and CSN proposes to develop a northwest campus (hereinafter NW campus) to serve the needs of those residents. The northwest community is not currently served by any NSHE institution.

The area surrounding the Northwest Campus is already somewhat developed in a mixed-use fashion, and will continue to fill out in like fashion. CSN's NW campus is proposed to match the look and activity of the existing Northwest Campus development. The NW campus will not be designed and built in the traditional mold of a college campus and will not present the same 'look' as its other three main campuses. CSN proposes to initiate this new brand as a dynamic and progressive educational institution.

2. CONCEPT

The concept of CSN's NW campus is to combine education with real world experience in an academic urban village. The campus will provide a world-class learning environment that creates a state-of-the-art mixed used learning, working, leisure, and living environment that attracts students, faculty, and community and business partners. The campus will consist of mixed use educational facilities served also by various complimentary businesses, offices, clinics and much more. A large percentage of CSN students study health sciences, applied sciences and technology, and other areas leading directly in a short period of time to the ever expanding workplace. Once the campus is fully realized, it will be a vibrant activity center where students can both learn and gain work experience while

also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this urban village campus concept is to provide student services in a highly accessible one-stop storefront environment.

CSN's NW campus will be realized in multiple phases. This document forms the initial design standards and commitment to building standards appended to the Development Agreement entered into with the City of Las Vegas (hereinafter City).

Each building proposed for the NW campus will be evaluated and designed to be a mixed use structure capable of housing a variety of functions. Public private partnerships, long-term leases, short-term tenancy, and other structures are all possible to maximize the efficiency of education, real world experience, and support services. Initial building(s) will also provide student administrative services.

The campus improvements will look to provide a sustainable, low energy and low water use development. It will also be the objective of the College to develop the campus at a density to maximize efficient use of land and resources. The site should have a campus feel, rather than appearing like The District -- the college function should be readily identified through the architecture, public spaces, etc.

3. PURPOSE OF THE DESIGN STANDARDS

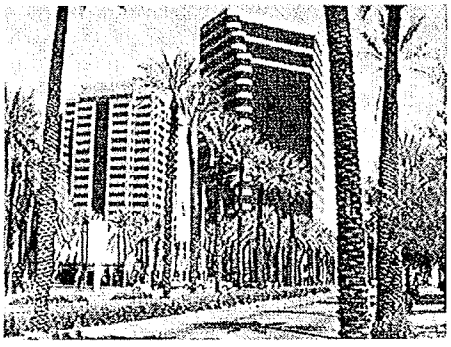
CSN provides this appendix to the Development Agreement to guide the physical development for its unique study/work/services NW campus. Development of the campus will incorporate consistent standards and themes to provide a visually attractive and efficient urban campus village. There will be a compatibility of building scale, color, materials, and design motifs, allowing the various structures to blend together in a harmonious manner. Essential to creating this sense of a quality learning and working environment is a commitment to the characteristics of development and design standards outlined in this document.

B. CIRCULATION

1. STREETSCAPE DESIGN GUIDELINES

Streets are the organizing feature around which buildings and open space will be developed. The role they play must be identified within the urban context in terms of hierarchy, image, character and the functional requirements of linking land uses.

a. Northwest Campus Street Hierarchy



Streetscape

There are four (4) types of streets or roadways within or adjacent to the Northwest Campus. These streets are depicted in Figures 1 through 4. The designation and right-of-way width of each of these streets are as follows:

Street Type	Right-of-Way Width
Parkway (Durango)	120 Feet
Frontage Road (Grand Montecito)	90 Feet
Interior Campus Streets	80 Feet
Primary Arterial (Elkhorn)	100 Feet

These streets are based on the Town Center Street guidelines. If changes to the guidelines are made due to safety reasons, the Northwest Campus standards will be amended for prospective applications.

Each type of street within the Northwest Campus shall be designed to be pedestrian-friendly and shall have a distinctive character that includes the adjacent setbacks, landscape, and plazas, and compliments the building articulation.

All streets shall conform to the Uniform Standard Drawings for Public Works Construction, Clark County Area. The standards for the Northwest Campus streets shall be applicable in the areas of the Northwest Campus depicted on Map 1, "Northwest Campus Street Plan" Map.

The following criteria are intended to provide an answer to potential future conflicts. Other criteria may be developed in the future as the need arises under particular conditions.

1. All public right-of-way shall be as shown in Figures 1 through 4. Encroachment agreements shall be required for all landscaping in the public right-of-way.

b. Standards Applicable to All Northwest Campus Streets

1. Street Furniture - Locational requirements for street furniture are described below. For specific details concerning the design of street furniture, refer to Section C.2.f of these standards.
2. Trash receptacles - trash receptacles shall be provided at every corner of each intersection.

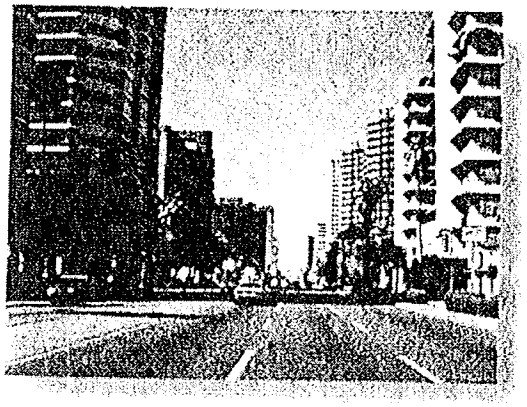
3. Bicycle racks - bicycle racks shall be provided in conjunction with the benches at bus stops and near the entrances of businesses.

4. Amenity Zone – an Amenity Zone is an area, located between back of curb to the sidewalk, which will be landscaped and improved as described in these standards. Streetlights, benches and trash receptacles on a patterned hardscape area will be incorporated in the Amenity Zone.

5. Principle Characteristics of Streets
   a. All sidewalk patterns shall conform to the Northwest Campus Standards for Special Pavement and Sidewalk Treatment. (See Section C.2.c).

   b. All medians shall be landscaped using a mix of drought tolerant trees, plants, and shrubs in the following manner: at least 20 percent of the landscaping shall consist of palm trees, at least ten percent of the landscaping shall consist of flowering trees; at least five 5-gallon flowering shrubs shall be planted per tree; a combination of other plant materials shall be used to obtain at least 75 percent coverage within three years of normal growth after installation. Trees must be evenly distributed within the median. Median islands shall not be less than four feet from back of curb to back of curb at the narrowest sections. The landscaping for the four foot medians shall consist of a combination of decomposed granite, Mojave Gold, larger accent boulders, ground cover as desired and Mexican Fan Palms spaced 35 feet on-center beginning 50 feet from median bull nose.

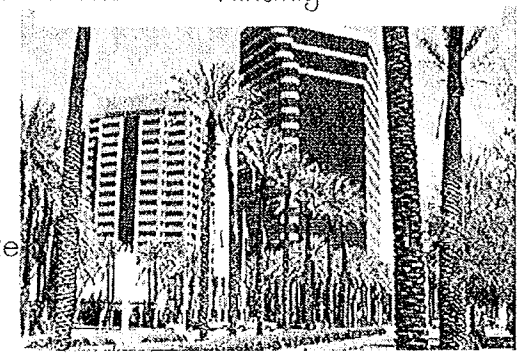
c. **Amenity Zones**



1. **Parkway and Primary Arterial Amenity Zones** - (Figure 7) trees shall be installed 35 feet on-center in an alternating pattern consisting of one shade tree and two palm trees with decomposed granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. At the time of placement of trees, a minimum clearance of 7 feet measured from the bottom of the tree canopy to the roadway surface must be maintained at all times.

2. **Frontage Road Amenity Zone** – the four foot zone which exists between the curb and a five foot sidewalk shall be planted with Mexican Fan Palms measuring twenty feet BTH (Brown Trunk Height) at a

Parkway



distance of 35 feet on center with Decomposed Granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one-third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. Hardscape areas of standard gray concrete with broom finish (expansion joints at five foot intervals to match the sidewalk)
shall be located to coordinate with required street furniture, amenities and crosswalks. These hardscape areas shall occur no less than every three Palm Trees or 105 feet on-center and shall measure not less than fifteen feet long and four feet deep. A five foot sidewalk of standard gray concrete with broom finish and expansion joints every five feet shall be located between the four foot Amenity Zone and a ten foot landscape setback as required by Title 19A.

3. **Interior Campus Street Amenity Zone** – This zone shall include single alternating shade trees and flowering trees at intervals of 30 feet on-center. Two accent trees shall be installed in each Amenity Zone at every intersection except at intersection with a public street.
4. Tree placement with respect to intersections on public streets shall conform to figure 15.

d. Street Lighting

All street lighting shall be overhead and shall conform to Uniform Standard Drawings for Public Works Construction, Clark County Area and the standards set forth in Figures 1 thru 4.

e. Driveways and Curb Cuts

In general, curb cuts for driveways shall conform to the Uniform Standard Specifications of Public Works for the construction of off-site improvements. However, along Durango and Elkhorn, vehicular access from the public right-of-way is prohibited and driveway curb cuts shall not be permitted, unless the curb cut is an Interior Campus Road.

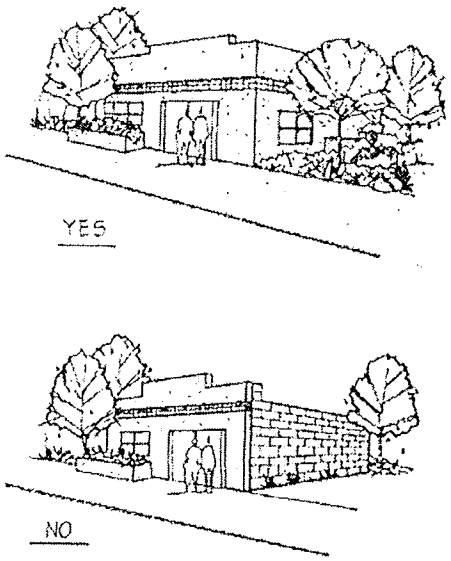
f. Street Intersections

All street intersections in Northwest Campus shall be constructed in conformance with the Uniform Standard Specifications of Public Works for the construction of off-site improvements. Interior Campus Street Intersections will be constructed per Figure 5.

C. DEVELOPMENT STANDARDS

1. ARCHITECTURAL FEATURES

In all cases, architectural features shall contribute to an attractive, integrated environment consistent with the intent of the Northwest Campus Land Use Plan and the adjacent neighborhood or projects.



Building Facade.

a. Building Façade.

In addition to meeting building height, step back and exterior materials requirements, building design shall incorporate patterns and materials that are visually interesting, particularly at street level. This must be accomplished through the use of a combination of expression lines and areas, and features of the facade that include changes in material, color and/or relief.

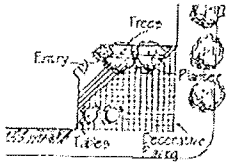
b. Exterior Features

The use of visually interesting features such as awnings, signage, windows and doors are required, particularly along primary pedestrian routes. At a minimum, all proposed applications shall adhere to the following standards.

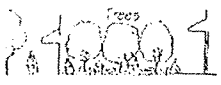
1. Walls on primary pedestrian routes along Durango and Elkhorn shall have a minimum of 70 percent clear glazing at the ground floor level.
2. Glazing shall not exceed 75 percent coverage of any building elevations excluding the ground floor where a specific percentage applies.
3. Dark tinted glass is prohibited at the street level.
4. All external stairwells throughout Northwest Campus shall be covered in a finish that matches or complements the exterior finish of the building.

c. Building Height, Stepbacks, and Build-To-Line Standards

Maximum building heights, stepback and build-to-line requirements are intended to ensure that structures have consistent height, bulk and mass relationship to one another. All development shall conform to the height requirements shown in Figures 9, 10 and Map 2 "Northwest Campus Site Plan".



1. Stepback requirements are intended to provide visually interesting building elevations, reduce the street canyon effect and lessen

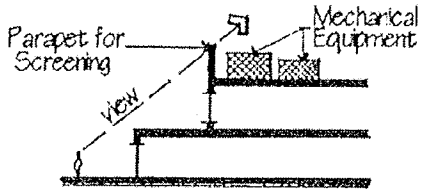


the effect of strong winds at the street level. All development shall conform to the stepback requirements shown in Figures 9 and 10.

2. Buildings along primary pedestrian corridors must abut the build-to-line on the side of the building facing the street. Minor variations may be provided to allow the articulation of decorative features such as columns and pillars.
3. Build-to-line requirements apply only to the first three stories or the first 36 feet of building height, whichever is greater.
4. A minimum of sixty percent of the ground level uses abutting Durango and Elkhorn shall be commercial, retail, entertainment or similar uses. The 60 percent use calculation shall be based on the linear street frontage of each building. The remaining 40 percent shall be used as open space such as a plaza, courtyard, patio, etc.
5. Outdoor dining areas and sidewalk cafes are encouraged.

d. Roofs and Rooftops.

Roofs and rooftops shall be designed with consideration given to appearance. The following standards apply to all roofs and rooftops.



Roofs and Rooftops.

1. Highly reflective materials or contrasting colors are prohibited on sloping roofs.
2. All roof mounted equipment or other obtrusive features shall be screened from view on all sides and from the top or painted to match the roof or parapet.
3. An articulated roof line or cornice is to be designed as a major feature at or near the top of all building walls.

e. Exterior Materials.

It is the intent of the exterior materials standards to encourage creative expression. Exterior materials of all buildings shall contribute to a cohesive physical environment and convey a sense of timelessness. Because they do not meet these standards, the following exterior materials are prohibited:

1. Mirrored glass
2. Wood and asphalt shingles
3. Corrugated fiberglass
4. Exposed, unfinished tilt-up concrete
5. Plastic laminate
6. Neon

The use of a variety of materials, including brick, stone and imitation stone, on all exterior surfaces is encouraged.

f. **Exterior Colors.**

Developers are urged to concentrate richer and high quality materials on the ground floor of buildings within the Northwest Campus. To emphasize the continuous plane created by the street-wall, consistency and coordination of texture and color is essential to maintain a homogenous streetscape. Exterior materials such a stucco and sandblasted concrete may be used with a smooth finish. Some minor areas of the exterior may have a lightly textured surface. Large areas of flat uniform texture, unarticulated, windowless or mono-color building face should be avoided.

The use of color will dramatically affect the visual appearance of buildings. It will affect the apparent scale and proportion of buildings by highlighting architectural elements such as doors, windows, fascias, cornices, lintels and sills. Color will also be a significant element in unifying and identifying individual developments to create a visually coherent streetscape. Color must be carefully considered in relation to the overall design intent.

Careful attention should be given to developing a palette of color used on each building. The palette is a range of basic and accent colors which may be used. Light, pastel, earth tone and other colors common to the Las Vegas valley and its surroundings, or the southwest region, should be used as a background or field colors. Accent colors can be used to highlight building elements and to reinforce appropriate scale and proportion. The selected palette should promote a selection of colors taken from the natural landscape and used in the same proportion as in their natural element.

g. **Permitted Signs.**

The purpose of sign regulations within the Northwest Campus is to: 1) encourage creativity; 2) promote continuity; 3) reduce conflicting design among signs; and 4) enhance the overall appearance of the Northwest Campus.

Any sign proposed that is not expressly permitted by the sign provisions of these standards is prohibited.

1. Sign Standards for Northwest Campus
   A. Ground (Freestanding) Signs
      The maximum allowable combined sign area for all Ground Signs: One (1) square foot of signage per 150 square feet of gross floor area.
      1. Monument Signs
         Specific Design Standards
         a. Height: 8 feet maximum.
         b. Area: 75 square feet maximum.
         c. Quantity: One sign per 400 lineal feet of street frontage. Parcels less than 400 lineal feet of street frontage are permitted one (1) sign per street frontage.
         d. Setback: 5 feet minimum.

e. Illumination: Must be designed so as to avoid any fugitive light. No exposed neon is permitted.
f. Must be compatible with the architecture and scale of on-site building(s).

2. Pylon Signs are not permitted

B. Wall Signs

No wall sign that faces existing residential development that is outside of the limits of the Centennial Hills Northwest Campus shall be permitted.

Specific Design Standards:

1. Area: The total area of all signs per building elevation shall not exceed 15 percent of the total square footage of each elevation.
2. Height: Shall not extend above roofline of building unless it is part of an architectural feature.
3. Illumination: Prefer internal. External illumination is allowed provided it is integrated architecturally within the design of the building. No exposed neon is permitted.
4. Wall sign may be a cabinet or consist of channel letters.

C. Signs that mechanically or electronically display only the time and temperature.
D. Development entry statement signs per LVMC 19.14.050.B.
E. Political signs per LVMC 19.14.090 (B).
F. Construction signs per LVMC 19.14.070 (F)
G. Community Interior Directional signs per LVMC 19.14.050 (A) and an architectural review.
H. Marquee signs per LVMC 19.14.060 (F) (6).
I. Modular awning signs no greater than 25 square feet in size.
J. Changeable copy signs for theater marquees, convention-centers, business directories, churches, museums, educational facilities and nonprofit organizations.

2. Signs Permitted Without a Certificate

Except as otherwise specifically provided in this manual, the following signs and similar devices are permitted in the Northwest Campus, subject to the specified conditions, without the issuance of a sign certificate.

A. Decorations. Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday; provided that such signs are not displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one (1) calendar year. Such signs are not restricted as to type, number, area, height, location, illumination, or animation.
B. Traffic Control Signs on Private Property. Any traffic control sign on private property, such as "Stop," "Yield" and similar signs, the face of which meets Department of Public Works standards and which contains no commercial message of any sort.
C. Official Flags Of Governments And Governmental Agencies. Flags of the United States, state flags, municipal flags, flags of foreign nations

and any other flag representing a government or governmental agency, provided that.

1. The flag is not flown from a pole the top of which is more than 40 feet in height.
2. No more than one flag for any one governmental unit or nation is permitted on each parcel of land.
3. No more than four flags are permitted on the same parcel of land.
4. Any flag on a roof can only be a total of 40 feet high measured from the building's foundation.

D. Official Flags Of Private Entities. Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:

1. The flags do not exceed 60 square feet in area.
2. The flags are not flown from a pole the top of which is more than 40 feet in height.
3. No more than one flag is permitted on each parcel of land.

E. Incidental Signs (Attached or Freestanding)

1. Non-directional Signs.
   a. Maximum Number. There is no specific limit on the number of signs.
   b. Maximum Area. Incidental signs, including warning and trespassing signs are permitted without review if they do not exceed four square feet in size or nine square feet for an incidental sign set back at least 30 feet from the right-of-way.
   c. Maximum Height: Five feet.
   d. Minimum Setback: Five feet from all property lines.
   e. Additional standards, including district variations. Typical incidental signs include, but are not limited to, "restroom," "telephone," "no parking," "entrance," "exit" and generic directions such as "office," "ATM" or "stores." No such sign shall carry any commercial message whatsoever.
2. Directional Signs on private property. Signs specifically designed to give parking or traffic directions and other directional information commonly associated with and related to the permitted use. Such signs shall be limited to:
   a. Type: Wall and freestanding signs.
   b. Maximum Number: Two per driveway or vehicular access except that any such sign not legible from the public right-of-way shall not be counted in this limitation.
   c. Maximum Area: 12 square feet. If the sign includes a business name or logo, it shall not comprise more than 50 percent of the permitted sign area.
   d. Maximum Height: Seven feet.
   e. Minimum Setback: Five feet from all property lines.
   f. Illumination permitted: Internal illumination only. No exposed neon is permitted.

h. **Prohibited Signs.**

The following signs, as defined in LVMC 19.20.020, are prohibited in the Northwest Campus:

1. Off-Premise Signs.
2. All signs prohibited in LVMC 19.14.030 (C).
3. All signs not expressly permitted by the sign provisions of these standards.
4. Animated signs except as permitted in Section C.1.g of this manual
5. Changeable copy signs, except for the following (which are permitted): theater/marquee signs, convention signs, business directories, church or museum signs, gasoline price signs, educational facility, non-profit organization or club signs, traffic signs, and signs for special events as defined in LVMC 6.78.010.

i. **General Sign Design Guidelines.**

The following guidelines shall be considered when reviewing signage within the Northwest Campus:

1. Signs that identify a business shall fit within the architectural frame or sign band of the building elevation. They shall not overpower the façade or its surrounding streetscape.
2. Signs shall be easily read from the pedestrian level. Suspended signs are allowed provided they are well crafted. Such signs may display a logo of the business.
3. Brevity is encouraged in sign messages.
4. Easy to read typeface is encouraged.
5. Colors should be selected to contribute to legibility and design integrity.
6. There should be a significant contrast between the background and the letter or symbol colors.
7. The use of more than three colors on any single sign is discouraged.
8. Signs should be placed in such a way as to clearly indicate the location of access to a business.
9. Signs shall be sized in a manner that is consistent and compatible with the scale of the building elements in the façade.
10. Address numbering shall comply with the "City of Las Vegas Street Naming and Address Assignment Regulations."
11. Irregularly shaped signs are discouraged.
12. Lettering shall not occupy more than 75 percent of the sign face.
13. Sign design shall be consistent with the building on which it is placed.
14. Directional signs shall be placed perpendicular to approaching vehicular traffic.
15. Signs shall be located such that sight visibility is maintained.

a. Guidelines Specific to Wall and Building Signs.

In addition to the Sign Design Guidelines noted above, the following guidelines shall be considered when reviewing signage to be placed on all exterior walls and building facades.

1. Exterior wall and building signs shall not be permitted above the bottom of the second floor window line except for hotels and high-rise buildings which may have a sign panel just below the roof line of the sole purpose of identification. Building Letter identification signs shall be an exception.
2. Sign colors shall be compatible with all other signs on the same building and all other signs on the parcel. Cabinet signs may be used when a wall sign is 50 square feet or less. For wall signs over 50 square feet, the signs shall consist of channel letters.
3. Address numbering shall comply with the "City of Las Vegas Street Naming and Address Assignment Regulations."
4. Wall sign placement shall establish façade rhythm, scale and proportion.

k. Sign Definitions

Address Sign: A sign consisting of numerals and letters identifying a property address. Letter and numeral height shall not exceed12 inches.

Area: See LVMC 19.14.030.A.

Community Interior Directional Sign: A sign which is constructed within the interior of a development to provide identification and direction to various buildings, residences and major amenities such as parks, schools, pedestrian trails, bike paths or similar community facilities, within the development.

Channel Letters: A wall sign that consists of individual letters that is affixed directly to the face of the wall.

Development Entry Statement Sign: Any permanent on premise architectural design statement or feature sign at the entrance to a commercial development, subdivision, condominium complex, apartment complex or identifiable community that serves to announce the identity of the development where the sign is located. In order to qualify as this type of sign, the sign shall not contain the name of the developer, contractor, or business(es) in or of the project or subdivision.

Ground (freestanding) Sign: Any sign supported from the ground by one or more poles, or similar upright structures or supports that are anchored in the ground and that are independent from any building or other structure.

Height: See LVMC 19.14.030.B.

Internal Illumination: The light source of the sign is behind the channel letters or within the sign cabinet.

Marquee Sign: Any sign attached to, in any manner, or made a part of a marquee.

Monument Sign: Any sign that stands independently from any building or other structure and are attached to and wholly supported by a solid base, such as brick or concrete, and where the lineal width of the sign is greater then the lineal height of the sign.

Political Signs: Any sign advertising the candidacy for the office of any person or any sign advertising support or non-support of a candidate for office or of an action on a ballot matter of a primary, general or special election.

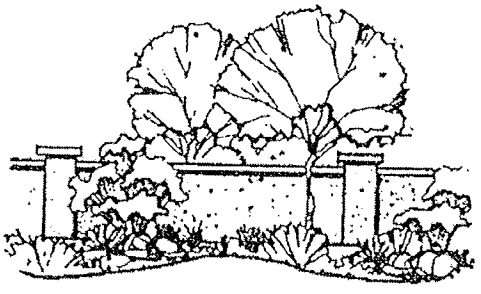
Projecting Sign: Any sign affixed to a building in such a manner that its leading edge extends more than 12 inches beyond the surface of the building. The term does not include a lighted or non-lighted decorative awning or canopy.

Pylon Sign: A sign that is mounted on freestanding poles or other similar upright structures, that are wrapped by metal, wood, stone or brick, so that the bottom edge of the sign face is six feet or more above grade, and where the lineal height of the sign is equal to or greater than the lineal width of the sign.

Suspended Sign: A sign that is suspended from the underside of a horizontal plane surface and is supported by the surface.

Wall sign: Any sign (other than a projecting sign) that is attached parallel to a wall or building. The sign may be painted on or erected upon the building, but shall be confined within the limits of the building elevation to which it is attached. The wall of the building to which it is attached shall support the sign. Only one sign surface shall be displayed.

2. ON-SITE AND OFF-SITE IMPROVEMENT



Fences and Walls.

a . Fences and Walls

1. Screen walls, fences and retaining walls shall be designed and constructed in conformance with Northwest Campus setback requirements.
2. Screen walls shall be composed of 100 percent decorative material in accordance with the standards of the city of Las Vegas and shall include 20 percent contrasting material and color. Neither contrasting texture of the same material nor light to dark variations of the same color are permitted. SVRZ in accordance with U.S.D. #201.2 shall be maintained.

3. Chain link fences are not permitted within the Northwest Campus except on temporary construction sites.
4. Razor wire and barbed wire are not permitted within the Northwest Campus.

b. Landscaping

These standards are intended to assist the designer in achieving a quality design that will enhance the development of Northwest Campus. With these standards, developments will have the appearance of high quality, design compatibility will be assured, water will be conserved and the overall value of Northwest Campus will be enhanced.

All required landscaping shall be installed as soon as permitted by standard seasonal planting practices. Dead vegetation shall be promptly removed and replaced, based on standard seasonal planting practices, with healthy, living plants in all landscaped areas.

All landscaped areas shall be landscaped with a combination of plant materials tolerant of the Las Vegas climate. The booklet, "Desert Demonstration Gardens, Self Guided Tour and Southern Nevada Plant List" (1996) by the Las Vegas Valley Water District is recommended to designers as a resource of climate tolerant plant materials.

1. Street trees shall be planted along every street within the Northwest Campus and shall be included in all plans for street improvements in accordance with the Northwest Campus Street Hierarchy.

2. Four types of trees shall be used in combination throughout the Northwest Campus:

   a. Palm Tree: Washingtonia Robusta Hybrid (Mexican Fan Palm), at least 25 feet in height at the time of installation.

   b. Shade Tree: Fraxinus Velutina Rio Grande (Rio Grande Ash), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

   c. Accent Tree: Chitalpa Tashkentensis (Chitalpa), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

   d. Flowering Tree: Robinia Ambigua "Purple Robe" (Purple Robe Locust), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

3. To determine the required theme and planting rhythm along a particular street, refer to the Streetscape Design Standards.

4. Approved street trees shall be planted within the amenity zone and regularly spaced. A tree grate measuring four feet square shall be installed at the base of each tree. All trees within the amenity zones shall have the standard decorative cast iron grates illustrated in Figure 8, as specified by the city's Public Works requirements.

5. Maintenance of medians, amenity zones and landscaped trails shall be the responsibility of the Master Developer. The City may take appropriate action as needed to remedy any non-compliance of proper landscaping maintenance posing a problem. The Master Developer may be held responsible for reimbursing the City for any cost incurred by such action.

6. Landscaping requirements for Temporary Parking Lots. Due to the nature of the Northwest Campus, temporary parking lots will be required. As build-out of the Northwest Campus occurs and it becomes necessary to utilize the available ground for buildings, parking structures will be built as a means of reducing the amount of ground level parking area. In an effort to conserve public funds, the temporary ground level parking lots will have reduced landscape requirements. To maintain the aesthetic appeal of the area, any area of parking lot which abuts a public street shall be screened by landscaping or landscaped berms with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. The area shall have a two inch layer of ground cover or rock mulch, and a minimum of eight shrubs of five gallon size and twelve plants of one gallon size per 300 square feet of landscaped area. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.

7. Open air courtyards, plazas, open space, patios and gathering places, together with public amenities such as fountains, arbors, arcades, cloisters and landscaped corridors, paths or lanes, will be required of all projects. The parking lot landscaping, landscaped areas, buffers and landscaping in setback areas, together with the above, will account for the required open space. Developments shall be designed to enhance pedestrian activity.

   Plans submitted for development review shall include analysis of proposed landscaping to ascertain compliance with LVMC 19.06.110.E.

8. Landscape Specifications - Plant material shall be chosen from the following approved plant pallet.

	Scientific Name	Common Name
Mexican Fan Palm:	Washington Robusta	20' BTH (Brown Trunk

(Amenity Zone and Median) (10' landscape setback)	Hybrid	Height)
Selected Ground Covers	Verbena pulchella Dalea capitata Lantana Montevidensis Baccharis 'Centennial'	Purple verbena Green dalia Trailing yellow lantana Dwarf coyote bush
Selected shrubs	Leuophyllum species Salvia species Muhlenbergia species Cassia species	Texas sage Sage Deer grass Cassia
Decompressed Granite	Mojave Gold	3"-5" screened @ 6' depth

c. Special Pavement and Sidewalk Treatments

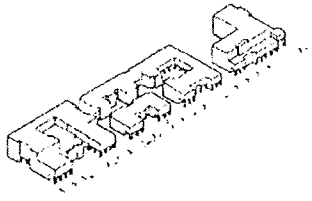
A special paving pattern is established and required for the Northwest Campus as a unifying element for pedestrian enjoyment. The typical pattern is composed of three major elements: an amenity zone, the sidewalk and the accent patterns at street intersections and driveways. These treatments shall be incorporated in all streetscape designs along Durango and Elkhorn Roads in the Northwest Campus.

The following paragraphs describe the required design characteristics of each of these elements.

1. The Amenity Zone: This zone is directly adjacent to the curb line. It contains a dark gray design pattern composed of sealed concrete on a light gray background, as depicted in Figure 11. This concrete area shall be no less than 15 feet long and spaced a minimum of 105 feet on-center or every three trees.

2. The Sidewalk: The width of the sidewalk varies from the edge of the amenity zone to the face of the building, including all required sidewalk easements. A 2'6" square grid scoring shall be designed on a light gray broomed concrete finish, as depicted in Figure 6.

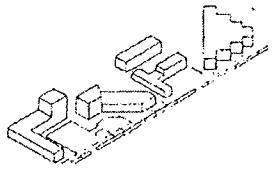
3. The Accent Patterns at Street Intersections: An accent pattern, per Figure 6 of these Standards, shall be used at every intersection to emphasize the pedestrian crosswalk areas. It consists of red concrete pavers, one square foot in size, laid at a 45° angle.



DESIRED
Consistent setback pattern

d. Setbacks

1. Setbacks may be used to enlarge the sidewalk area or they may be used as an outdoor extension of the



NOT DESIRED

adjacent business for building articulation, patios, courtyards or other public and pedestrian uses only (figures 9 & 10).

2. All setbacks are measured from the street right-of-way line.

3. Where these standards are not applicable, city of Las Vegas Codes and Regulations shall apply.

e. Private Street Lighting

Northwest Campus shall have two types of street lighting. These are standard street lights and decorative lights (see Figures 11 and 12). Both overhead and decorative lights shall be incorporated into the design of street improvements. The design of the lights and the pattern of their placement are part of the overall design for the Northwest Campus. Therefore, special attention shall be placed on maintaining a consistent spacing rhythm. In addition, the following standards apply:

1. Street lights are intended to reinforce the hierarchical street system. Therefore, lights in the right-of-way associated with individual developments are prohibited.

2. Overhead lights, illustrated in Figure 11, shall be installed in conformance with the Uniform Standard Specifications of Public Works for the Construction of Off-Site Improvements.

3. Decorative lights shall be placed in a distinctive, clearly-defined geometric pattern with regular spacing. This type of light is illustrated in Figure 12.

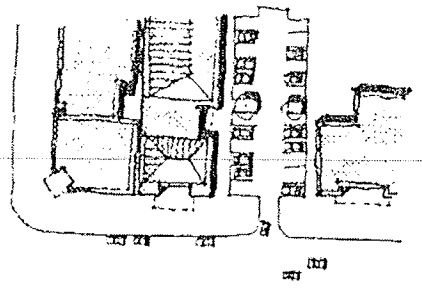
f. Street Furniture

The design of street furniture such as benches, bicycle racks, and trash receptacles within the Northwest Campus shall coordinate with all other street furniture in size, shape color and style. All street furniture elements shall conform to Figures 13 and 14.

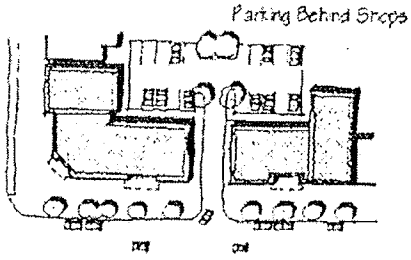
G. Parking Standards

Parking requirements within the Northwest Campus shall comply with city of Las Vegas Title 19 and the following provisions:

1. Multiple-user parking structures are the preferred method for providing adequate parking and special consideration will be given for shared parking within a structure.



2. Above-grade parking structures must be setback an additional ten feet from the required setback to provide a substantial landscape buffer. This additional setback requirement may be waived for the portion of the parking structure that incorporates ground floor retail uses.



2. The exterior walls of all parking structures shall be designed to complement and coordinate with the architectural form of the main building or surrounding buildings. Parking structures shall appear to be an integral part of the main building. The intent is to minimize the garage appearance of parking structures through designs which conform to the accompanying development's general architectural features.

Parking Standards.

3. Surface parking shall be separated from buildings by surface treatment variations and/or grade separation.

4. Customer parking spaces shall not directly abut buildings and shall be separated by a planter/sidewalk area.

5. Parking facilities shall be located away from the right-of-way, on the rear side of the structure they serve except when ground floor uses are incorporated into parking structures.

6. Any area(s) dedicated to surface parking shall be large enough to be able to accommodate a potential future building or parking structure.

7. A continuous internal pedestrian and handicap accessible walkway must be provided from the perimeter public sidewalk to the principal customer entrance. The walkway must be distinguished from driving surfaces through the use of special pavers, bricks or patterned concrete, and raised slightly, to enhance pedestrian safety and the attractiveness of the walkway.

8. When buildings are located at the front of a site, all parking shall be located to the side or rear of buildings and away from the street front unless the applicant can demonstrate that to do so would not be feasible. Parking lots shall not be permitted on street corners unless the applicant can demonstrate that to do so would not be feasible.

9. Parking lots shall be screened by buildings and/or landscaping. Any area of a temporary or permanent parking lot which abuts a public street shall be screened by landscaping, decorative walls and landscaped berms

with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.

10. Additional pedestrian linkages should be created as necessary within large parking areas by removing two adjoining parking spaces (one on each side of a row) to provide perpendicular passages between rows.

11. The Northwest Campus may utilize the following table for determining parking requirements.

Mixed-Use Development Parking Requirements

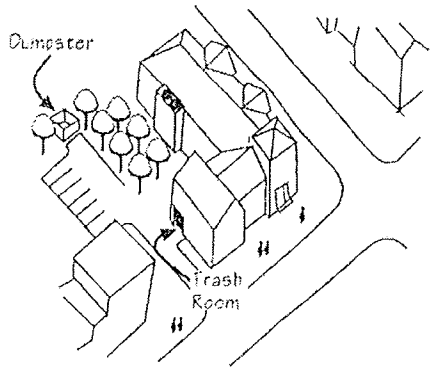
General Land Use Classification	Weekdays			Weekends		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Office	5%	100%	5%	0%	60%	10%
Retail & Personal Service	0%	100%	80%	0%	100%	60%
Residential	100%	55%	85%	100%	65%	75%
Restaurant	50%	70%	100%	45%	70%	100%
Hotel	100%	65%	90%	100%	65%	80%
Theatres	0%	70%	100%	5%	70%	100%
Classroom	0%	100%	75%	0%	30%	15%

Calculation of the number of spaces required for each use is based on the gross square footage utilizing the minimum parking requirements contained in Title 19.04. Applying the general land use category listed above to each proposed use, utilize the percentages to calculate the number of parking spaces required for each time period (six time periods per use). Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time period. Select the time period with the highest total parking requirement, and utilize that total as the mixed-use parking requirement.

3. STANDARDS FOR SPECIFIC USES AND ACTIVITIES

a. Loading and Service Areas

1. All loading and service areas (including storage, equipment and maintenance areas) shall be screened from view with landscaping and/or architectural elements so as not to be viewed from any adjacent uses or public right-of-way. Architectural screening shall be



Loading and Service Areas

constructed of the same materials and finishes as the primary building.

2. All service and loading areas shall be positioned so that service vehicles will not disrupt traffic flow or parking lot operations.

3. No service, storage, maintenance or loading area may extend into a setback area.

b. Mechanical and Electrical Equipment

Mechanical and electrical equipment, satellite dishes and any other communication equipment, excluding communication towers and antennas, shall be concealed from view of public streets and neighboring properties, and all parking areas. In an effort to encourage the use of alternate forms of energy, solar panels shall be exempt from this requirement.

Wireless communication antennas shall be of a design, and installed in such a manner, as to blend in with the architecture and design of the building or structure on which they are mounted.

In the initial design stage of a development project, consideration shall be given to incorporating mechanical and electrical equipment into the architectural form and layout of the proposed building to reduce the need for screening. Where reasonable height parapet or screen walls are insufficient to provide screening, all equipment shall be painted in a neutral color to blend with roofing materials or parapet walls.

Wall mounted service equipment such as utility boxes, valves, gas, electric and water meters, etc. shall be screened from public view with materials architecturally compatible with the finishes and character of the principal structures within the development and shall be screened to the height of the tallest equipment and/or integrated with the building design.

Small wall mounted equipment such as utility boxes, valves, gas, electric and water meters, should be screened by the appropriate use of shrubs and landscaping design.

ROW : 120'
Traffic : 6 Lanes & Medians
Direction : 2 Way
Parking : Off Street

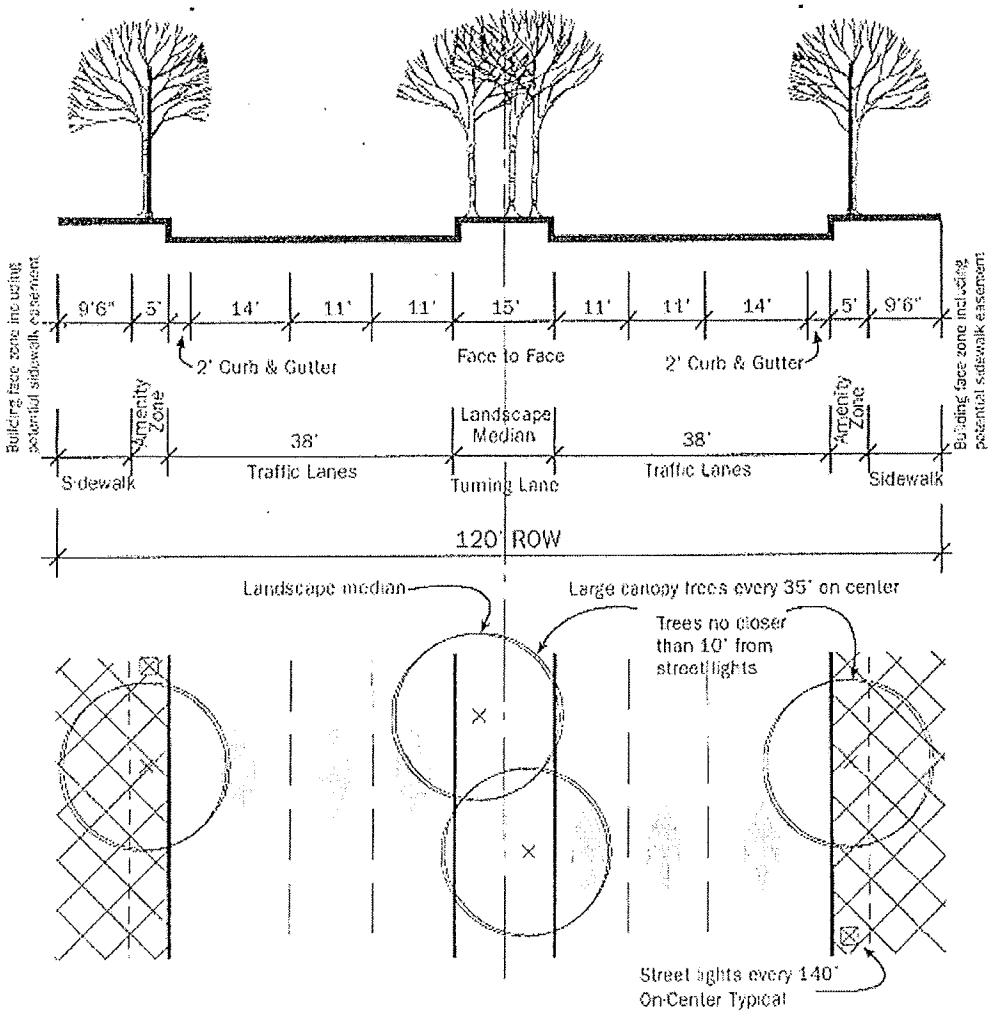


Figure 1

Frontage Road

ROW : 90'
Traffic : 4 Lanes
Direction : 2 Way
Parking : Off Street

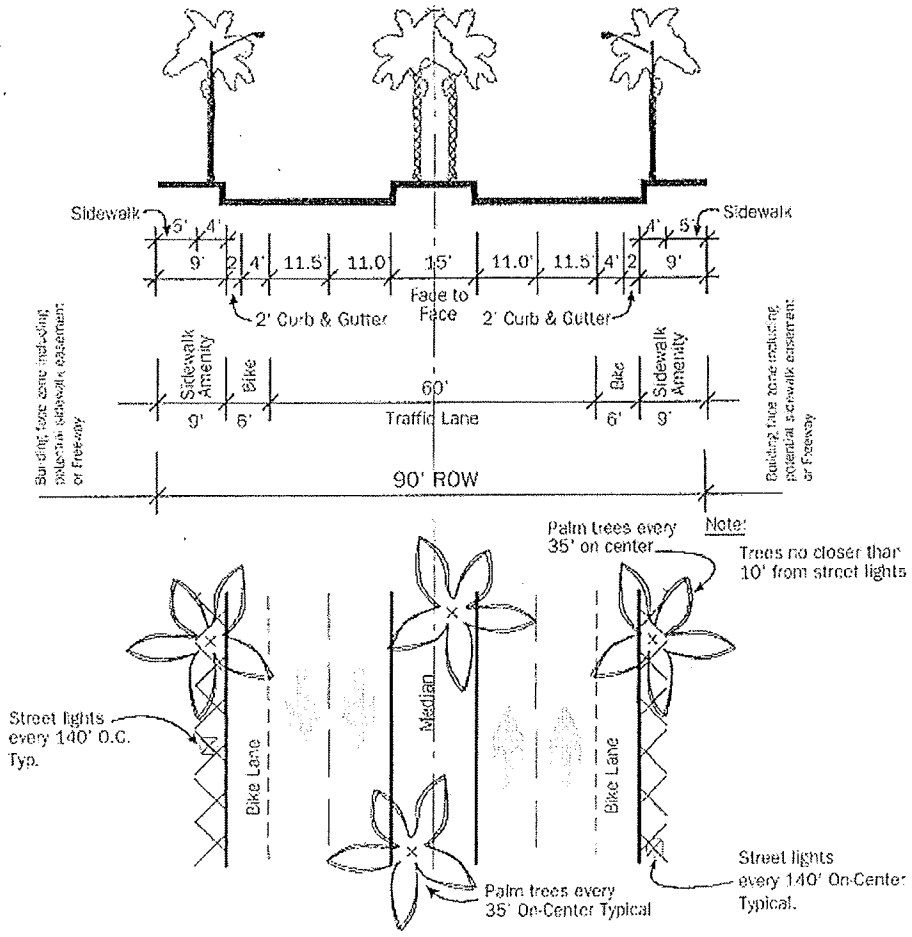


Figure 2

Interior Campus Road

ROW : 80'
Traffic : 3 Lanes
Direction : 2 Way + 1 Turnin g
Parking : Parallel Both Sides

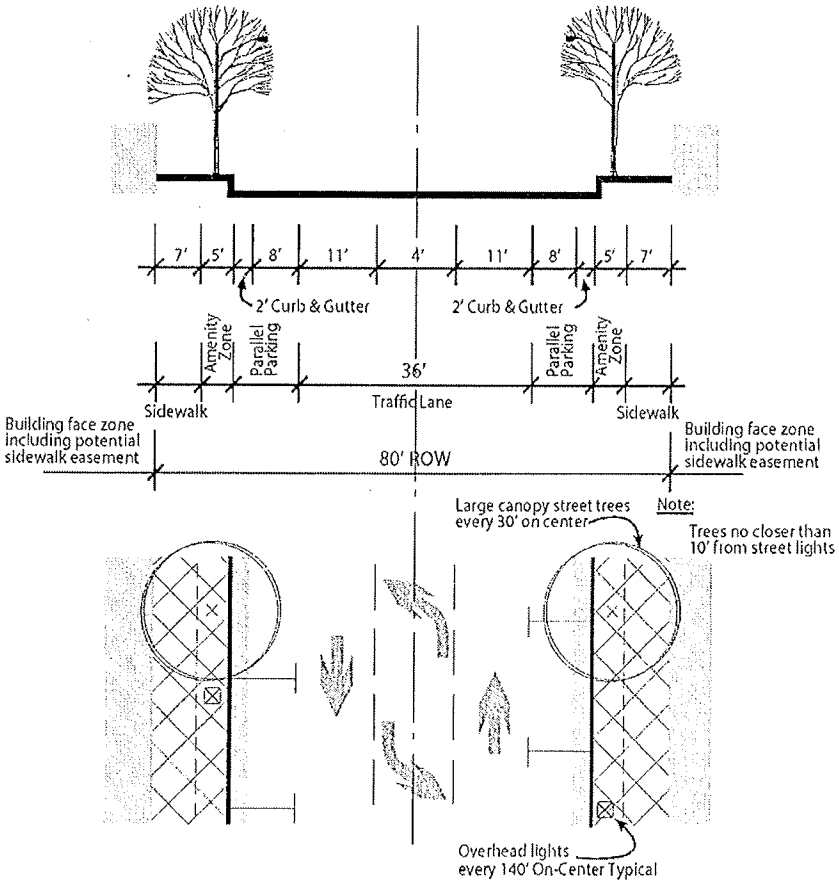


Figure 3

Primary Arterial

ROW : 100'
Traffic : 6 Lanes & Median
Direction : 2 Way
Parking : Off Street

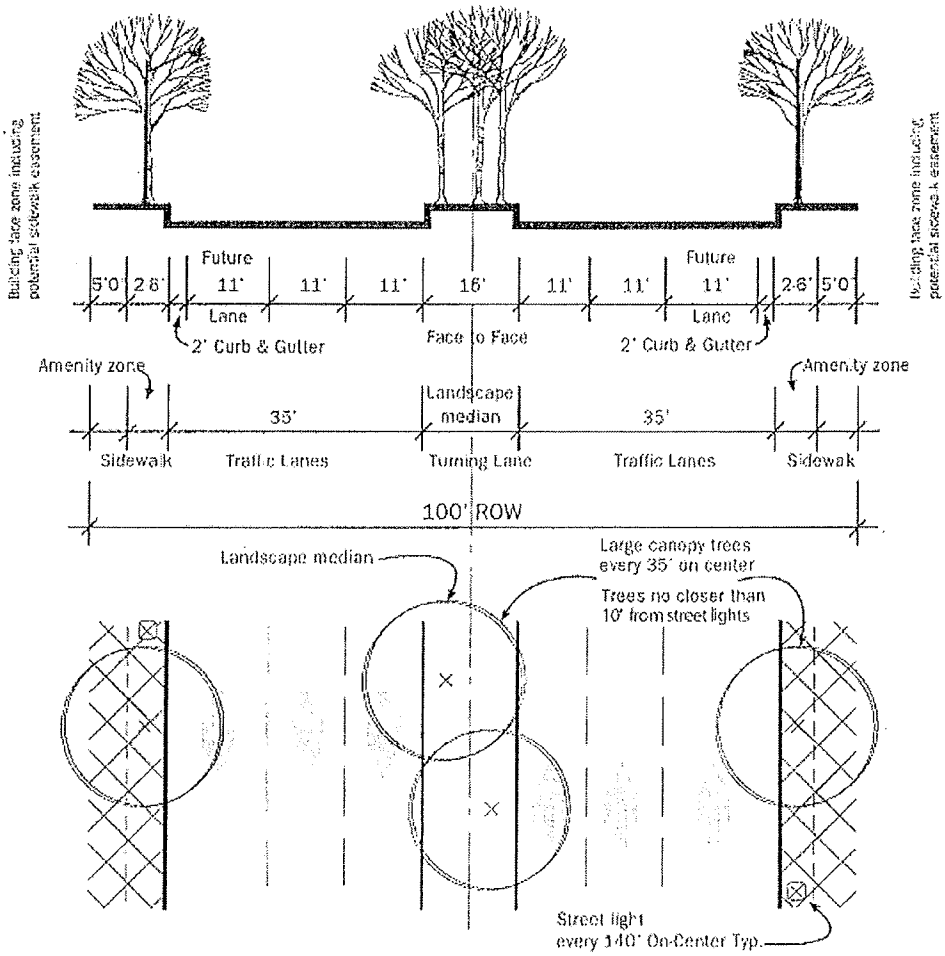
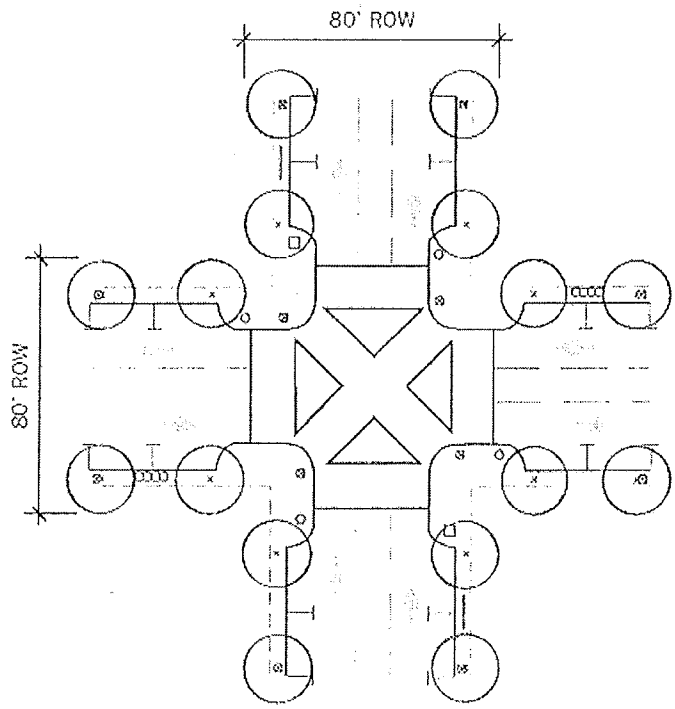


Figure 4

Collector Streets



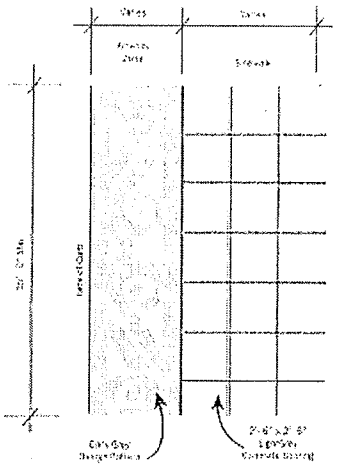
Newspaper Rack
Trash Receptacle
Street Light
District Map/Information
Mailbox

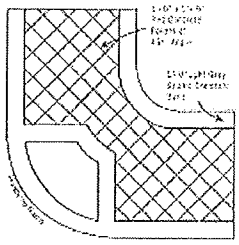
Note:
- Allow diagonal Crossing
- Maximum 28' of Pavement Width at Crossing

Figure 5

Figure 6

Amenity Zone and Sidewalk Treatment



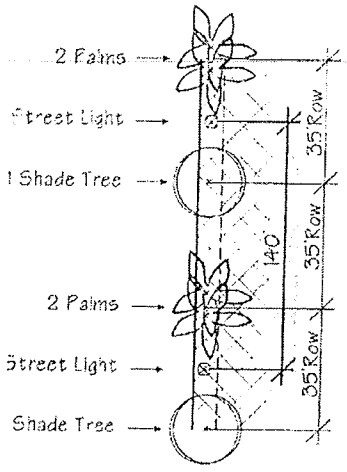


Note:
Building corner design shall comply with Uniform Standard Drawings for Public Works Construction.

Tree Grates

Figure 8

Figure 7



Parkway and Arterial Tree Planting Layout
Note:
A symmetrical arrangement shall be reflected on the opposite side of the parkway.

Specifications:

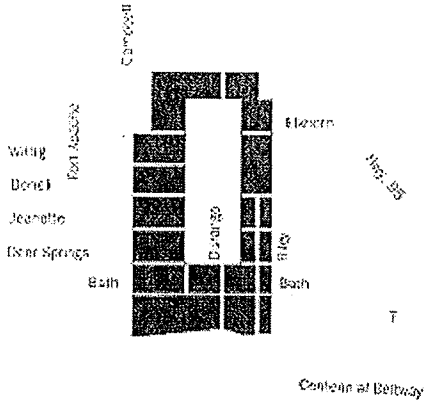
CAST IRON TREE GRATES:
Manufacturer: Neenah or equivalent
Model Number: R-8706-1.A

NUMBER OF SECTIONS:
Two sections

DIMENSIONS:
Overall size: 4'-0" x 4'-0"

Town Center

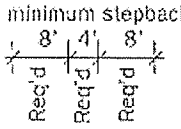
Urban Zone

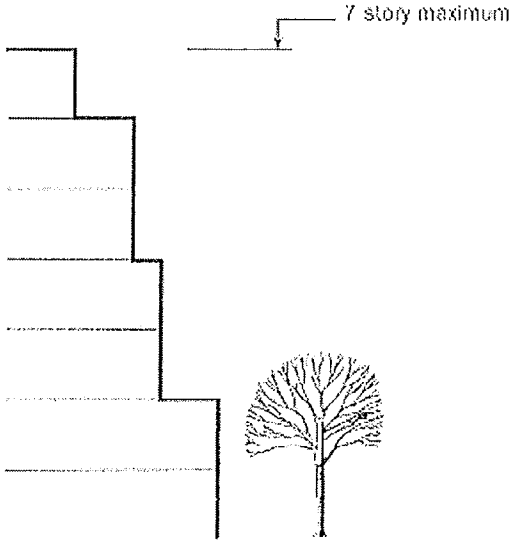


Building Height

- Stepbacks

Build-to-Line





Minimum build to setback line: 60%

Remaining 40% to be used for plaza, access to inner courtyard / parking and building face articulation

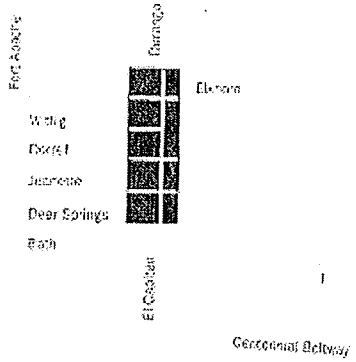
Figure 9

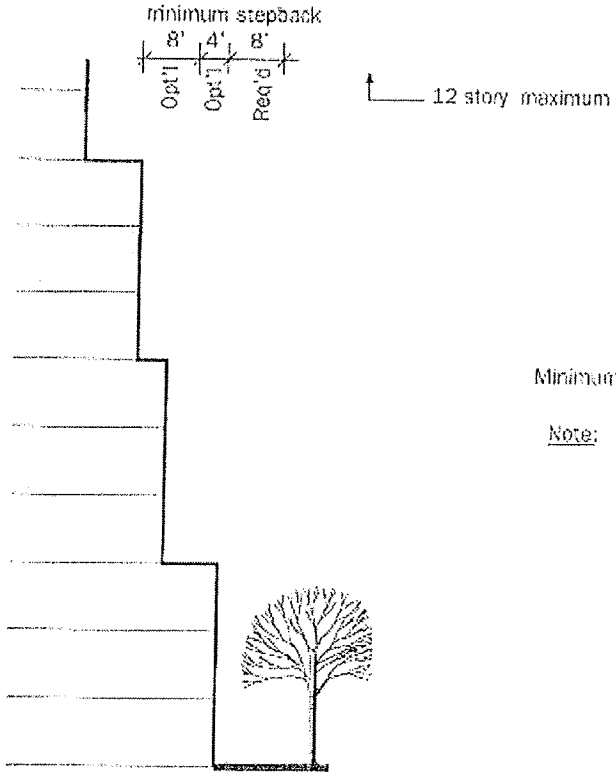
Urban Core

Building Height

- Stepbacks

Build-to-Line





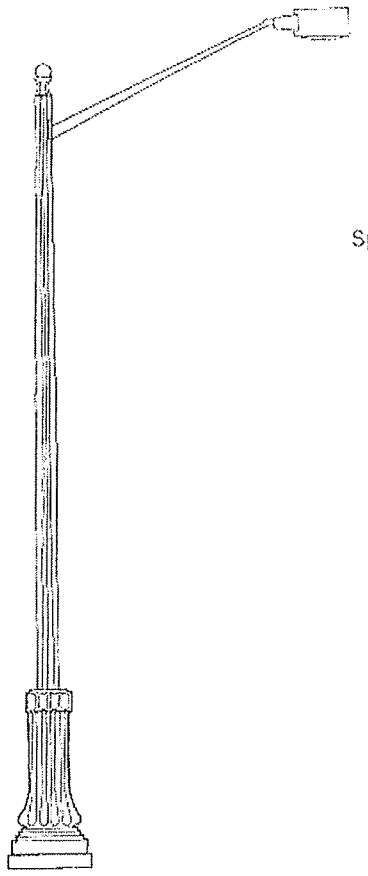
Minimum build to setback line: N/A

Note:

Building height in excess of 12 stories shall require Site Plan Review by PC/CC

Figure 10

Overhead Lighting



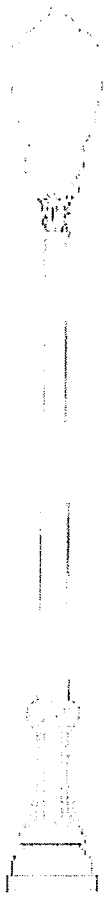
Specifications:

POLES: Similar or equal to poles designated 6B1-29 (Double Arm) and 6B1-26 (Single) manufactured by Ameron.

LIGHT FIXTURE: Similar or equal to Gardco Form 10 Cylindrical Arm (CA-22-2-3-250HPS-240B.L.) or Kim CCS Series Curvilinear Arm Mounted Sharp Cutoff Fixture.

Figure 11

Decorative Lighting



Specifications:

POLES: 13' - 0" above grade, similar or equal to Whatley Model # OA-510-13-BK-3N6.

BASE COVER: 20"w X 36"h, similar or equal to Whatley Series Park Model Base for Model 510 Post.

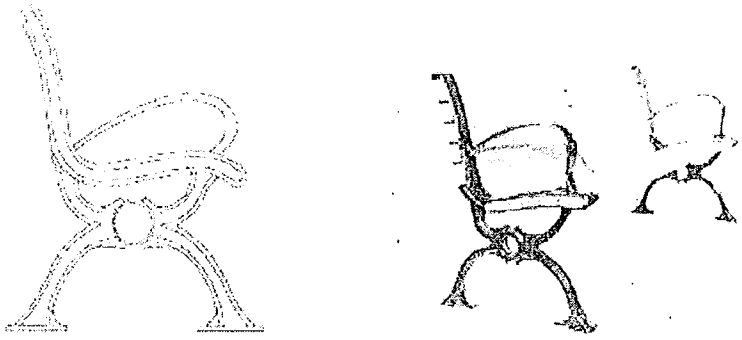
LUMINARE: 15"w X 29.5"h, similar or equal to Whatley Model 1002-23-50 HPS-W 240-F-BIK-III.

FITTER: 4"w X 11.5"h, similar or equal to Whatley Winter Park 500 Series.

Figure 12

Benches

Street Furniture



Specifications:

ENDS:
One-piece end castings of grey iron
Plastic slats 2.75 in. (7cm.) x 1.125 in. (2.75cm.)

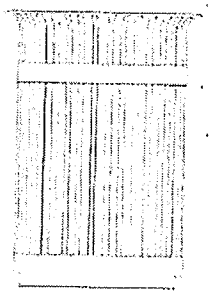
LENGTH:
5ft. (50in. / 147 cm.)

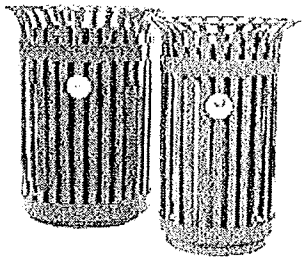
DIMENSIONS:
Height: 32 in. (81mc.)
Seat height: 16.5 in. (41cm.)
Depth: 30 in. (76cm.)

Figure 13

Trash Receptacles

Street Furniture





Specifications:

FRAME:
Solid steel flatbar fabrication

LINER:
Heavy duty plastic

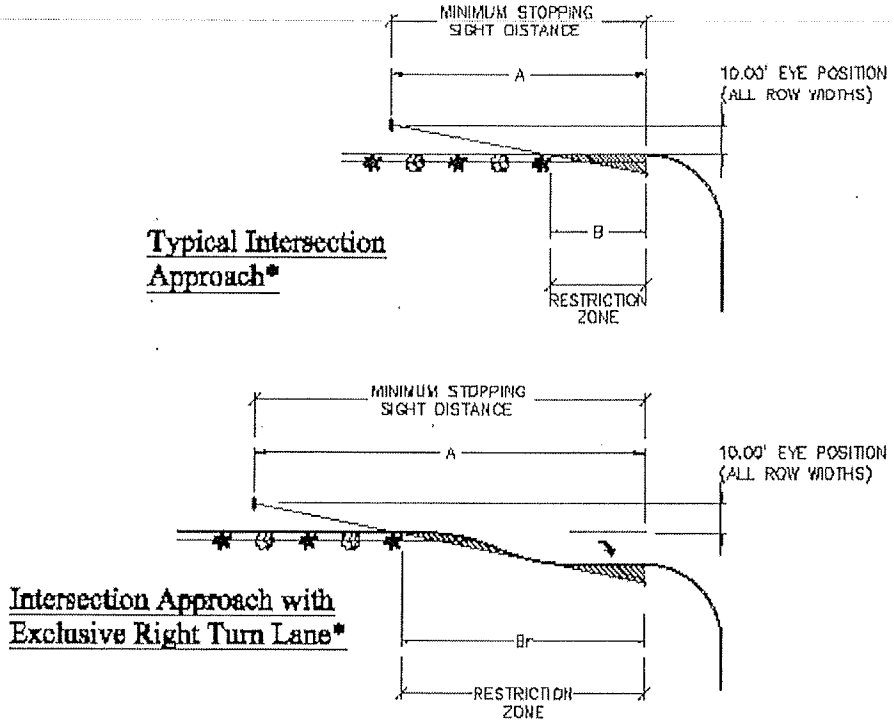
INSTALLATION:
May be fastened to concrete using anchor plates provided in base

DIMENSIONS:
26.5 in. (66cm.) diameter x 38 in. (95 cm.) height

CAPACITY:
32 gallon

WEIGHT:
170 lb. (77 kg.)

Figure 14



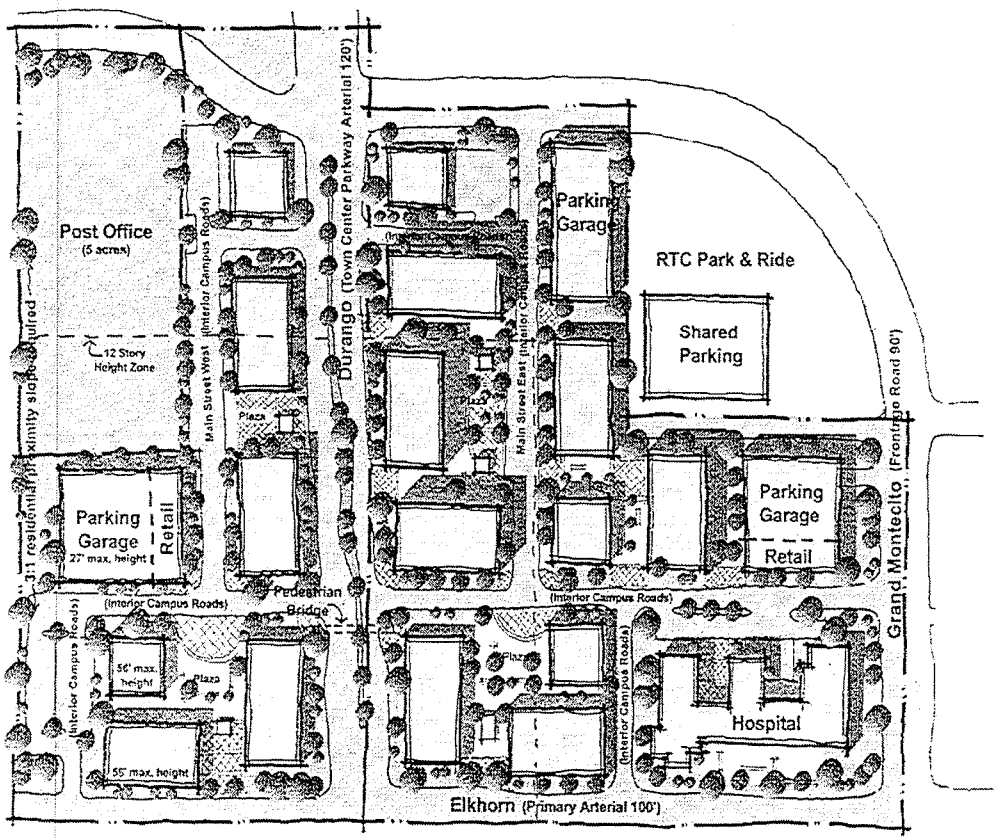
*NOTE: RESTRICTIONS FOR THE VISIBILITY OF SIGNS WILL DIFFER FROM INTERSECTION SIGHT DISTANCE RESTRICTIONS. FOR INTERSECTION SIGHT DISTANCE REFER TO TITLE 18, CHAPTER 12, SECTION 210.

LANDSCAPING RESTRICTIONS FOR THE VISIBILITY OF SIGNS

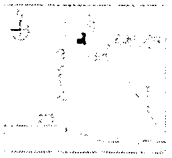
POSTED SPEED (mph)	A (ft)	B (ft)	Br (ft) (added right turn lane)
25	200	80	35
30	250	70	48
35	305	85	170
40	360	100	200
45	425	120	240
50	485	140	275

TYPICAL LANDSCAPING RESTRICTIONS FOR THE VISIBILTY OF SIGNS

Figure 15



VICINITY MAP



TATE SNYDER KIMSEY ARCHITECTS

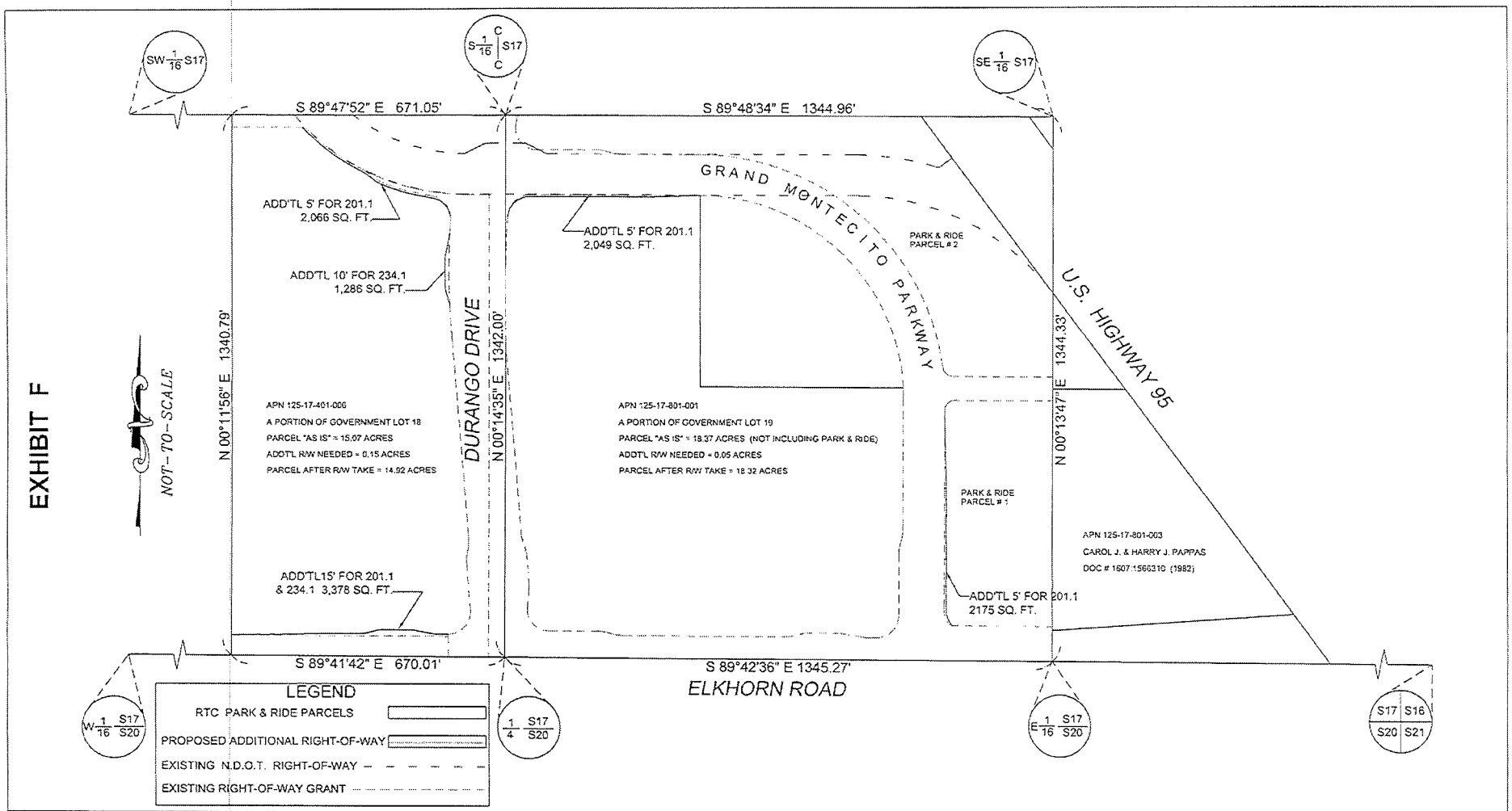
CSN NORTHWEST CAMPUS
SITE PLAN - MAP 1

SCALE: 1" = 80'-0"

TATE SNYDER KIMSEY ARCHITECTS

CSN NORTHWEST CAMPUS
SITE PLAN - MAP 2

SCALE: 1" = 80'-0"



ADDITIONAL R/W NEEDED ON CITY-LEASED USA PARCELS

THIS MAP EXHIBIT IS FOR THE USE OF CITY OF LAS VEGAS STAFF, AND WAS PREPARED USING MULTIPLE DATA SOURCES OF PUBLIC RECORD. IT IS NOT THE RESULT OF A FIELD SURVEY AND IS NOT GUARANTEED TO BE COMPLETELY ACCURATE. THIS MAP EXHIBIT IS NOT INTENDED TO BE USED TO SUB-DIVIDE LAND IN A MANNER NOT IN ACCORDANCE WITH NEVADA REVISED STATUTES.

THE ROADWAY NETWORK DEPICTED ON THIS EXHIBIT IS CONCEPTUAL AND PRELIMINARY; THE FINAL ALIGNMENTS OF THE ROADWAYS SHOWN HEREIN ARE SUBJECT TO AGREEMENT BETWEEN THE FIVE ABUTTING STAKEHOLDERS (CITY OF LAS VEGAS, COLLEGE OF SOUTHERN NEVADA, NEVADA DEPT. OF TRANSPORTATION, CLARK COUNTY REGIONAL TRANSPORTATION COMMISSION, AND HARRY AND CAROL PAPPAS) AND MAY DIFFER FROM THOSE SHOWN.

MAP EXHIBIT PREPARED DECEMBER 7, 2007

DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

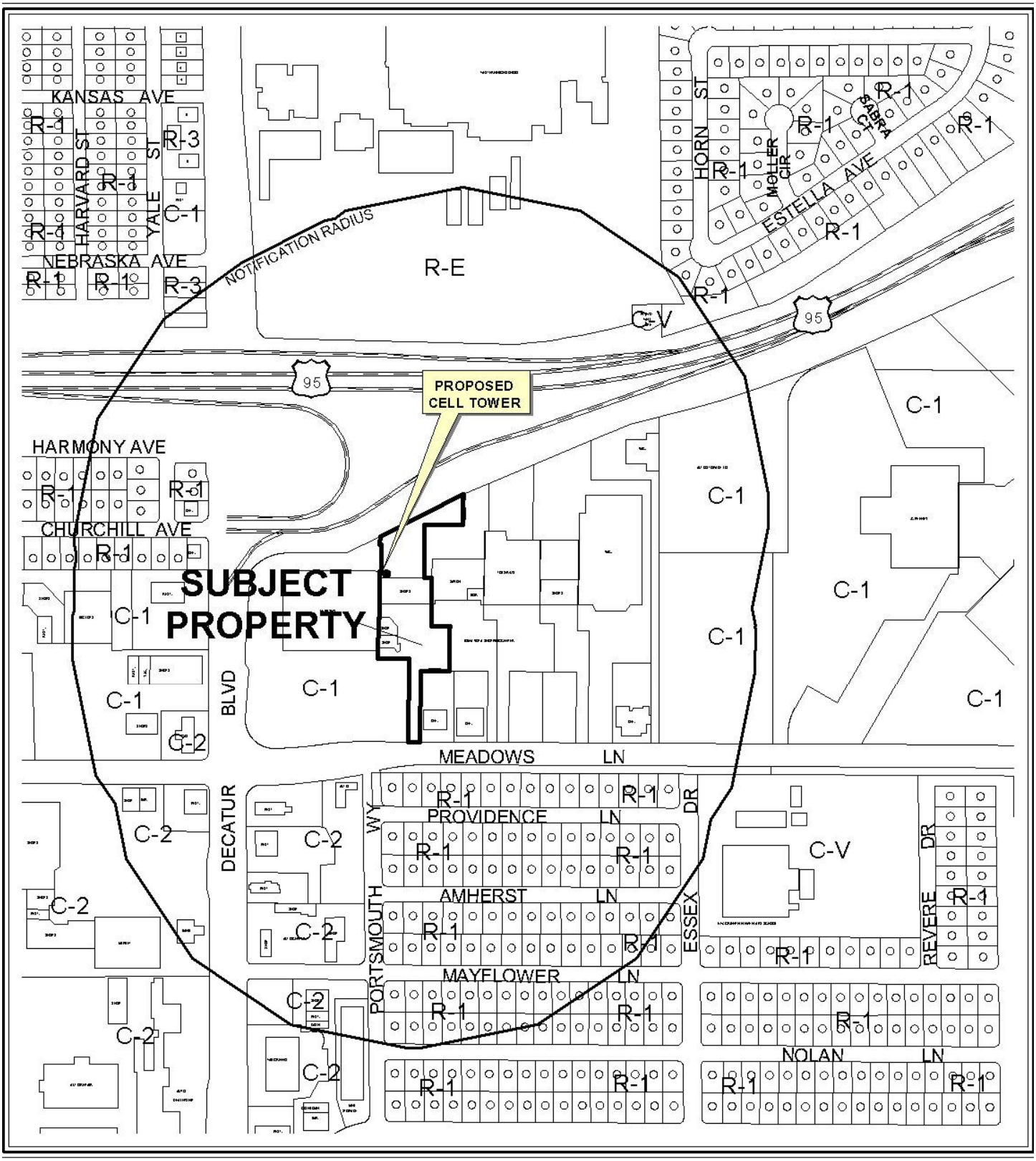
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-34016 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**2**
City Council Meeting	**11**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by WFI
7. Protest Postcards
8. Backup referenced from the May 14, 2009 Planning Commission Meeting Item 13



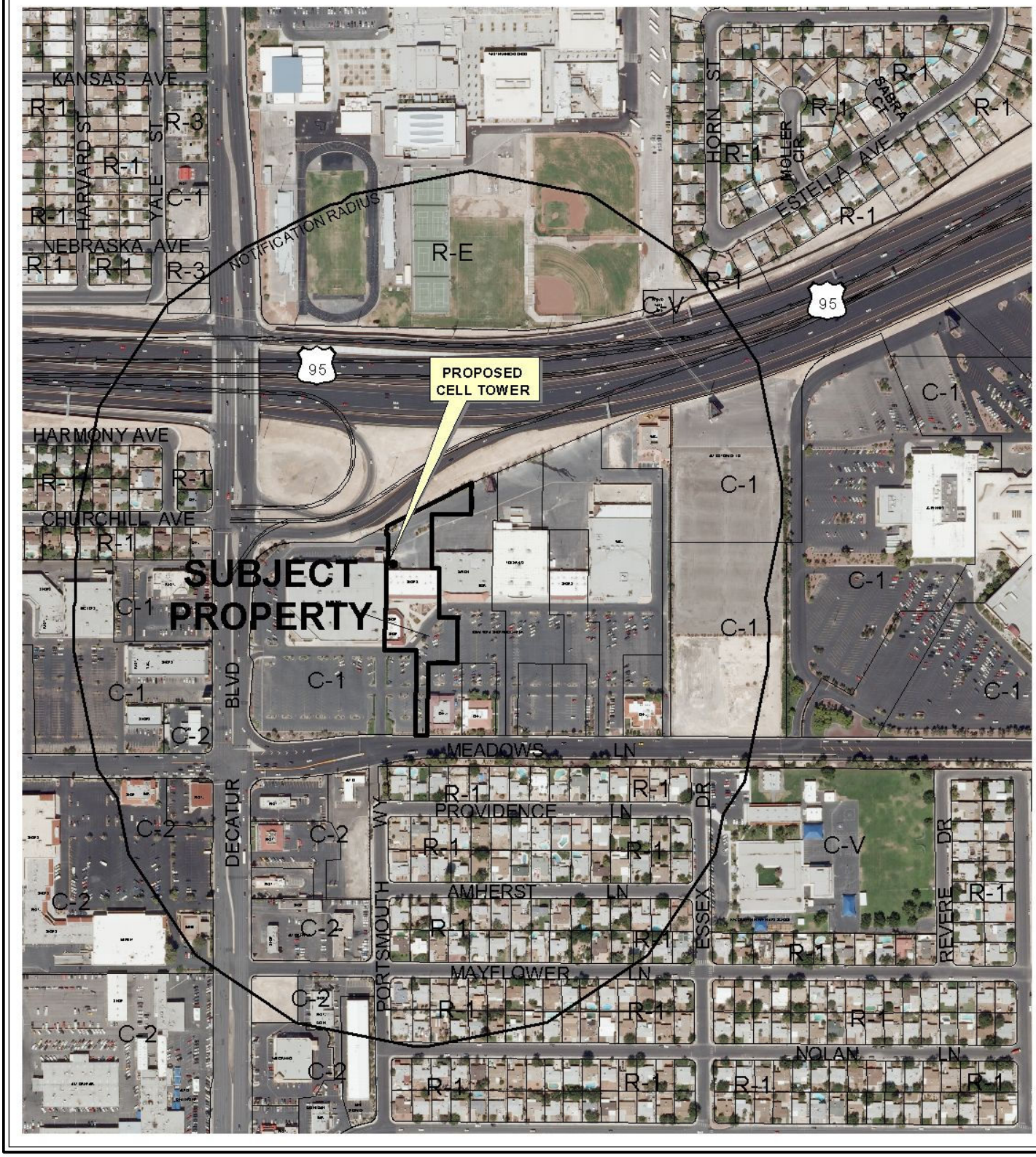
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



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CASE: **SUP-34016**

RADIUS: 1000 FT

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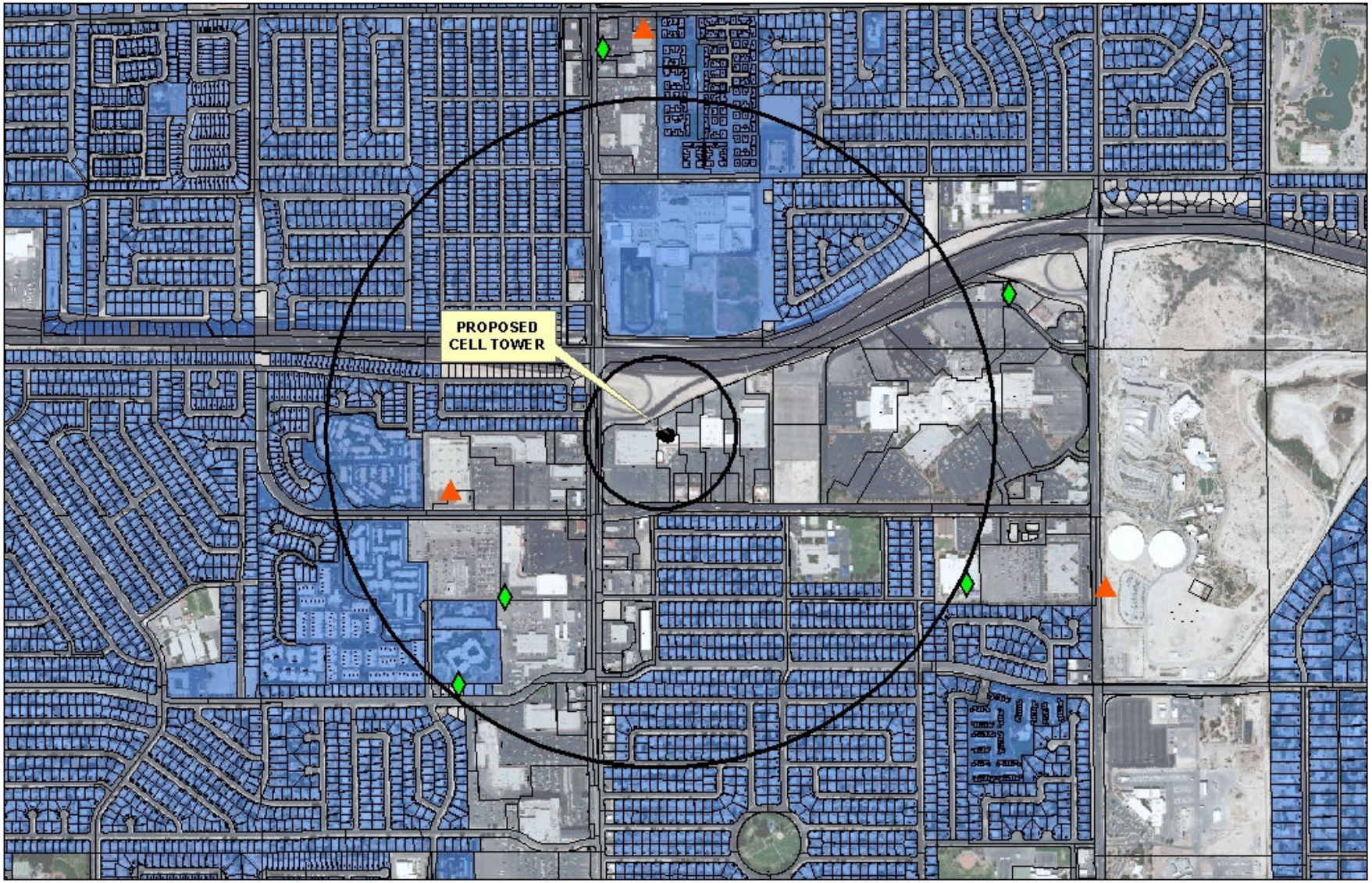


SUP-34016

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

0 700 1,400 2,800 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Wireless Communication Facility, Stealth Design use.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The block wall enclosure shall consists of a decorative block wall with 20% contrasting material at least six feet in height and meeting all requirements of Title 19.12.075.

4. The communications monopole and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. The proposed wireless communications facility shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted bases shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard. The proposed 80-foot cellular facility will provide three small antennas and three microwave dishes at a 75-foot centerline. The antennas will be flush-mounted on the pole and partially camouflaged by the artificial palm fronds. The equipment enclosure consists of an eight-foot tall block wall with a metal gate. The enclosure will house the proposed cellular facility and the associated electrical equipment. The submitted elevations also indicate a future co-location on the proposed cellular facility.

The proposed monopalm complies with all residential adjacency standards as the site is located approximately 585 feet from the closest R-1 (Single Family Residential) zoned property to the west. The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; therefore staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
09/30/04	A deed was recorded for a change of ownership at 4600 Meadows Lane.
03/26/09	Staff denied a request for a Site Development Plan Review (SDR-33206) for a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm) at 4640 Meadows Lane.
05/14/09	The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #13/bts).
Related Building Permits/Business Licenses	
1980	The County Assessor's Office indicates a construction date of 1980 for the building located at 4640 Meadows Lane.
Pre-Application Meeting	
03/11/09	The Planning and Development Department meeting was held where the submittal requirements for a Special Use Permit for a Wireless Communication Facility, Stealth Design was discussed. • Previously denied Site Development Plan Review (SDR-33206) • Design and location of the cellular facility and equipment • Residential adjacency concerns
Neighborhood Meeting	
A neighborhood meeting was not required for this application.	

Field Check	
04/09/09	A field check was completed on the indicated date. The site inspection reveled the proposed location of the facility, which is to be located at the rear of an existing commercial building. The overall site was clear of debris.

Details of Application Request	
Site Area	
Net Acres	2.28 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Right-Of-Way (U.S. Highway 95)	Right-Of-Way (U.S. Highway 95)	Right-Of-Way (U.S. Highway 95)
South	Single-Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (140-Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 Development Standards

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	99,317 SF	Y
Min. Lot Width	100 Feet	40 Feet	N
Min. Setbacks			
• Front (South)	20 Feet	559 Feet	Y
• Side (West)	10 Feet	37 Feet	Y
• Corner (East)	15 Feet	122 Feet	Y
• Rear (North)	20 Feet	214 Feet	Y
Max. Lot Coverage	50%	N/A	N/A
Max. Building Height	N/A	80 Feet	Y

Residential Adjacency Standards per Title 19.08.060

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	240 Feet	585 Feet	Y

ANALYSIS

- **Use (Wireless Communication Facility, Stealth Design (Monopalm)**

  Title 19.04 defines a Wireless Communication Facility, Stealth Design as a Wireless Communication Facility that is designed to blend into the surrounding environment. Examples include without limitation: antenna tower alternative structures; roof-mounted antennas (with architectural screening when appropriate); building-mounted antennas painted to match the existing structure; antennas integrated into architectural elements (such as steeples or cupolas); antennas and antenna structures designed to look like light poles, flagpoles, or any other camouflaging techniques available on the market; and a cable microcell network which utilizes multiple low-powered transmitters/receivers or repeaters attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

- **Minimum Conditional Use Regulations**

  1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine if the proposed facility conforms to the conditions listed below for this use. If the Director, in his discretion:

a. Approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of approval to the applicant, with a copy to the office of the City Council. Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.
b. Determines that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. No residential use may exist on the property.

3. The design must conform to the definition of the term A Wireless Communication Facility, Stealth Design,@ as set forth in Section 19.20.020 and as determined by the Director.

4. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.

5. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.

6. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

The applicant fails to comply with minimum conditional use regulations, number one. As the applicant fails to comply with minimum conditional use regulations, the subject Special Use Permit is required. The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a compatible and harmonious manner with the surrounding development and land uses; therefore staff is recommending approval of this request.

- **Site Plan**

The applicant is proposing an 80-foot Wireless Communication Facility, Stealth Design (Monopalm) and an eight-foot block wall with a metal gate, which will house the associated electrical equipment. The facility is to be located behind an existing Shopping Center adjacent to the northeast corner of Meadows Lane and Decatur Boulevard.

Pursuant to Title 19.08.060 Residential Adjacency Setback Standards require a minimum separation of 240-feet from protected property for a proposed 80-foot Wireless Communication Facility, Stealth Design (Monopalm). The proposed communication facility will be approximately 585-feet from the R-1 (Single Family Residential) district to the west, and approximately 650 feet from the R-1 (Single Family Residential) district to the south. The proposed Wireless Communication Facility, Stealth Design (Monopalm) meets the minimum Residential Adjacency Setback requirements.

- **Elevations**

The elevations indicate a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopalm). The submitted elevations indicate that the proposed cellular facility will provide three small antennas and three microwave dishes at a 75-foot centerline. The submitted elevations also indicate an area for a future co-location. The elevations also indicate an eight-foot block wall with a metal gate, which will house the associated electrical equipment. A condition of approval has been added, which requires that the proposed block wall comply with Title 19.12 Landscape and Buffer Standards for walls.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Wireless Communication Facility, Stealth Design (Monopalm) use can be conducted in a manner that is harmonious and compatible with the existing surrounding area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of land use proposed as the addition of a Wireless Communication Facility, Stealth Design (Monopalm) will not intensify the land use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

Adequate access to the subject site is from Decatur Boulevard a 100-foot Primary Arterial and Meadows Lane a 70-foot Local Street, as defined by the Master Plan of Streets and Highways and Meadows Lane.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The approval of this request would not compromise public health, safety, and welfare or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed 80-foot Wireless Communication Facility, Stealth Design (Monopalm) meets the minimum requirements for a Wireless Communication Facility, Stealth Design

PLANNING COMMISSION ACTION

The Planning Commission determined that the 80' monopalm was not appropriate in this location.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 34

SENATE DISTRICT 3

NOTICES MAILED 147 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-34016 APN: 139-31-110-001

Name of Property Owner: LXT4, LLC

Name of Applicant: Clear Wireless, LLC (Clearwire - Alex Blasscyk)

Name of Representative: Wireless Facilities, Inc. (Matthew Steadman)

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Thu Xuan Le

Subscribed and sworn before me

This 25th day of March, 2009

_____
Notary Public in and for said County and State

NADINE DA ROZA
Commission # 1581470
Notary Public - California
San Benito County
My Comm. Expires Jun 20, 2009

clearwire®
U.S., L.L.C.

NV-LSV618D
LXT 4 LLC

4640 MEADOWS LANE
LAS VEGAS, NEVADA 89107
APN# 139-31-110-001

CONSULTANT TEAM

ENGINEERING SERVICES:

CMX
2800 W SAHARA AVE SUITE F BUILDING 2
LAS VEGAS, NV 89102
CONTACT: TANNER YOUNG
E-MAIL: TYOUNG@CMXENGINEERING.COM
OFFICE: (702)220-5172 X109
MOBILE: (702)540-6213

ZONING MANAGER:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: MATTHEW STEADMAN
E-MAIL: matthew.steadman@wfinet.com
PHONE: (702) 501-4851 FAX:(702) 586-3685

CONSTRUCTION MANAGER:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: BOB BIRON
E-MAIL: robert.biron@wfinet.com
PHONE: (702) 588-2961 FAX:(702) 586-3685

SITE ACQUISITION:
WIRELESS FACILITIES INCORPORATED
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128
CONTACT: MATTHEW STEADMAN
E-MAIL: matthew.steadman@wfinet.com
PHONE: (702) 501-4851 FAX:(702) 586-3685

POWER:
NEVADA POWER COMPANY
(702) 633-8400

TELEPHONE:
EMBARQ
702-361-3332

APPLICABLE CODES

JURISDICTION: CITY OF LAS VEGAS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2005 EDITION
EIA/TIA-222-F STANDARDS FOR BROADCAST STRUCTURES LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

VICINITY MAP

COORDINATES: (NAD 83) LATITUDE: 36.171811 LONGITUDE: -115.204250

DRIVING DIRECTIONS

Start out going EAST on MARY CREST RD toward N GIBSON RD. 0.1 mi Map

TURN LEFT ONTO N GIBSON RD.
TURN RIGHT ONTO AUTO SHOW DR.
MERGE ONTO US-95 N VIA THE RAMP ON THE LEFT.
TAKE THE DECATUR BLVD EXIT, EXIT 79. 0.5
TAKE THE DECATUR BLVD RAMP. 0.2
TURN LEFT ONTO N DECATUR BLVD. 0.3
TURN LEFT ONTO MEADOWS LN. 0.2 MI
END AT 4640 MEADOWS LN LAS VEGAS, NV 89107-2909

SPECIAL INSPECTIONS

SPECIAL INSPECTIONS ARE REQUIRED FOR THE TYPES OF WORK DESCRIBED BELOW:

1. HIGH-STRENGTH BOLTS.

PROJECT SUMMARY

APPLICANT/LESSEE

CLEARWIRE US, LLC
4400 CARILLON POINT
KIRKLAND, WASHINGTON 98033
PHONE: 425-216-7600
FAX: 425-216-7900

LOCAL ADDRESS:
1051 MARY CREST ROAD, SUITE K
HENDERSON, NEVADA 89074
CONTACT: ALEX BLASSCYK
PHONE: (702) 273-0609

PROPERTY INFORMATION

OWNER:	LXT4 LLC 4640 MEADOWS LN LAS VEGAS, NV 89107
JURISDICTION	CITY OF LAS VEGAS
ASSESSORS PARCEL NUMBER:	139-31-110-001
CURRENT ZONING:	C-1
PROPOSED AREA OF CONSTRUCTION:	587.500 SQ. FT.
EXISTING OCCUPANCY:	N/A
PROJECT OCCUPANCY:	NONE
TYPE OF CONSTRUCTION:	U
PROJECT INFORMATION	
EQUIPMENT LOCATION:	OUTDOOR
ANTENNA LOCATION:	NEW MONOPALM

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN AN 11" X 17" FORMAT. IF PLOTTED SMALLER OR LARGER PLEASE USE THE BAR SCALE AS THE REFERENCE

ACCESSIBILITY DISCLAIMER

THIS PROPOSED PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER IBC 1103.2.9 LISTED AS AN EQUIPMENT SPACE.

SHEET SCHEDULE

T-1	TITLE
A-1	PARCEL PLAN
A-2	ENLARGED SITE PLAN
A-3	ELEVATION

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES THE FOLLOWING:

-NEW CLEARWIRE ANTENNAS MOUNTED ONTO AN NEW 80'-0" HIGH MONOPALM. ANTENNAS TO BE MOUNTED AT 75'-0" HIGH RAD CENTER WITH 1 FLAT PANEL ANTENNA , 1 DAP HEAD PER SECTOR (3 SECTORS TOTAL) WITH UP TO 3 MICROWAVE DISHES AT THE AT SAME RAD CENTER.

-INSTALLATION OF ONE COMMUNICATION CABINET.

-INSTALLATION OF ONE GPS ANTENNA

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

	SIGNATURE	DATE
LEASING		
ZONING		
RF		
CONSTRUCTION		
INTER CONNECT		
LESSOR		
BACKHAUL		

clearwire
U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D
4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 2, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4901 FAX (702) 220-5336
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	--	--
6	--	--
5	--	--
4	--	--
3	--	--
2	--	--
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:

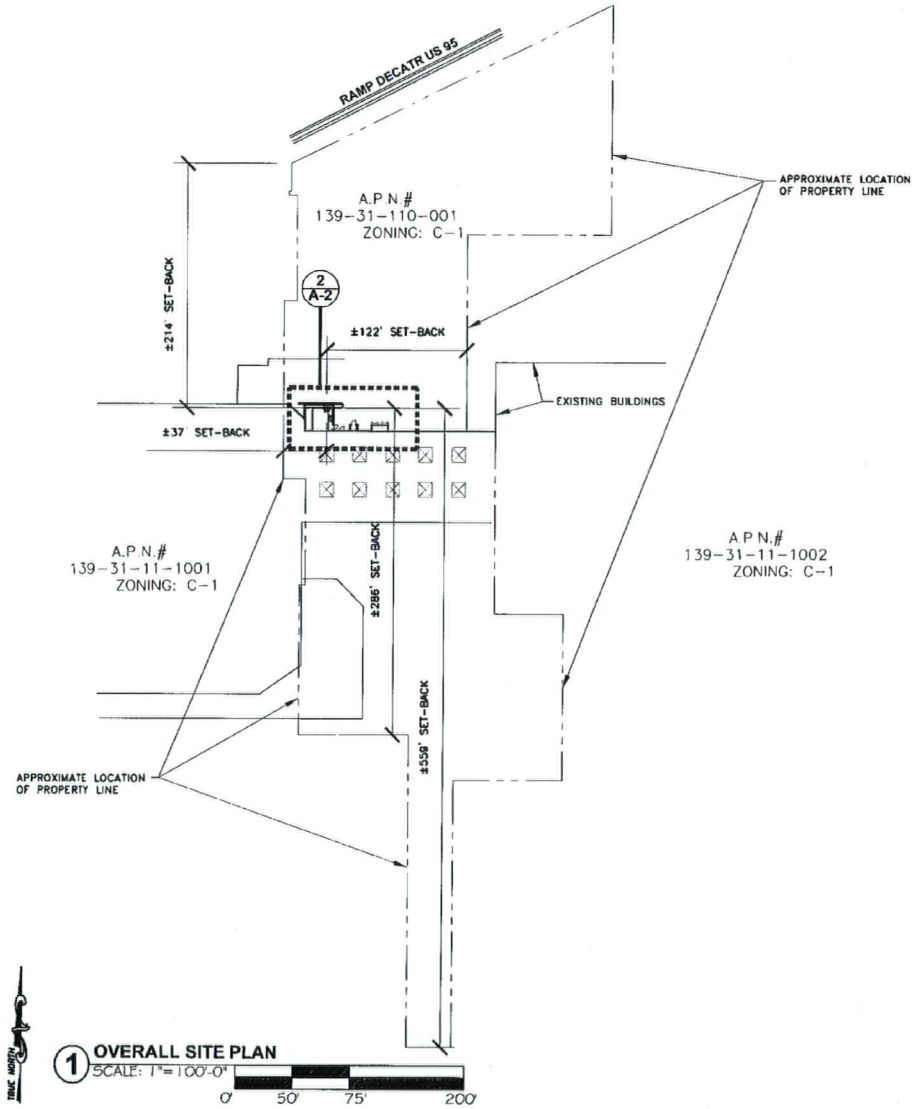
TITLE SHEET

DRAWING SHEET:

T-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



clear Wireless LLC
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2600 W SAHARA AVE
BUILDING 2, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4901 FAX (702) 220-5338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
• NEW YORK • PENNSYLVANIA • TEXAS

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	--	--
6	--	--
5	--	--
4	--	--
3	--	--
2	--	--
1	--	--
0	04/09/09	100% CD'S

DRAWN BY: BG | CHECKED BY: RAB

CMX JOB #: 08052102

ENGINEERING SEAL:

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:

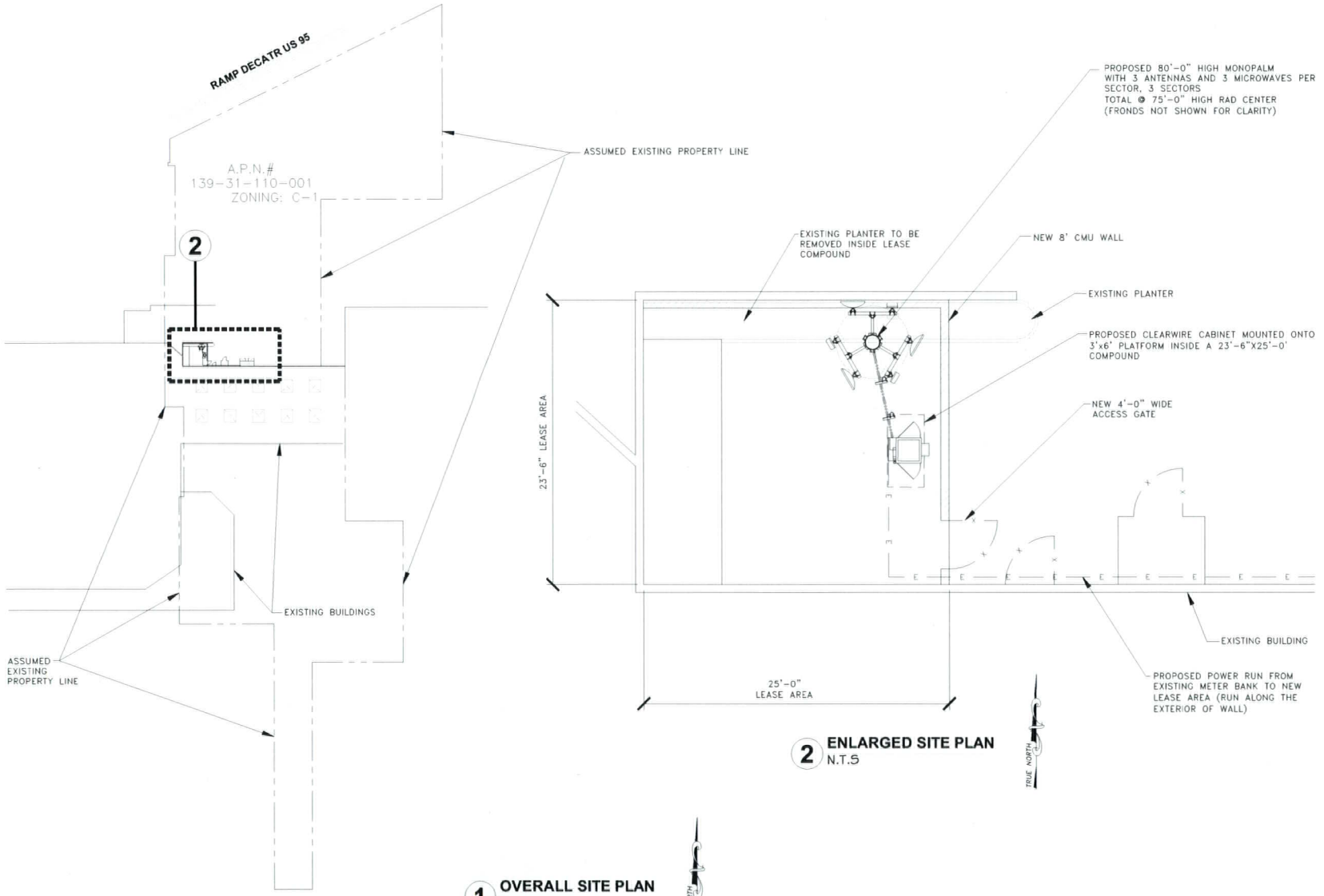
ENLARGED SITE PLAN

DRAWING SHEET:

A-1

SUP-34016
REVISED
05/14/09 PC

RECEIVED
APR 15 2009



1 OVERALL SITE PLAN
N.T.S

2 ENLARGED SITE PLAN
N.T.S

clearwire U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2200 W SAHARA AVE
SUITE 2, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4001 FAX (720) 220-5338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG | CHECKED BY: RAB
CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY NOT FOR CONSTRUCTION

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DRAWING TITLE:

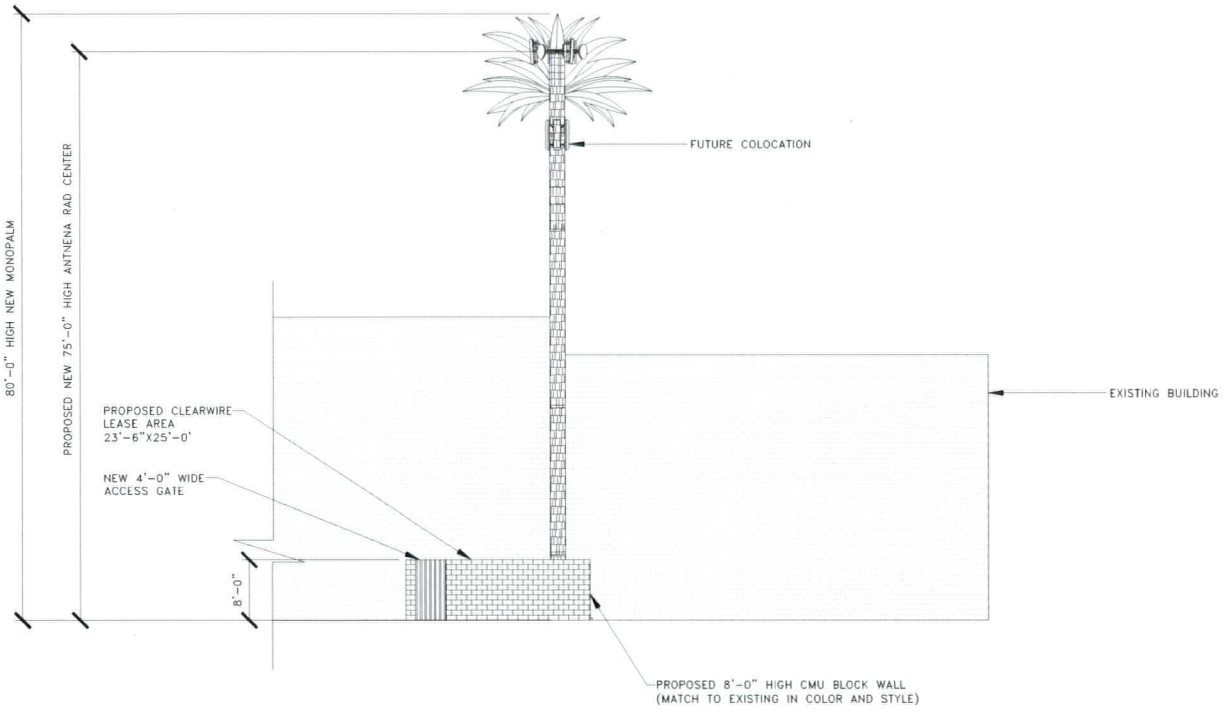
ENLARGED SITE PLAN

DRAWING SHEET:

A-2

RECEIVED
APR 15 2009

SUP-34016
REVISED
05/14/09 PC



1 EAST ELEVATION
N.T.S.

clearwire
U.S., L.L.C.
1051 MARY CREST RD. STE K
HENDERSON, NV 89074

NV-LSV618D

4640 MEADOWS LANE
LAS VEGAS, NV 89107
CLARK COUNTY

JURISDICTION: CITY OF LAS VEGAS
A.P.N. # 139-31-110-001

CMX
2800 W SAHARA AVE
BUILDING 3, SUITE F
LAS VEGAS, NV 89102
TEL (720) 220-4901 FAX (702) 220-8338
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • MEXICO

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	1/15/09	100% ZONING DRAWINGS
0	12/24/08	90% ZD'S FOR APPROVAL

DRAWN BY: BG CHECKED BY: RAB

CMX JOB #: 080562102

ENGINEERING SEAL:

FOR ZONING ONLY
NOT FOR
CONSTRUCTION

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DRAWING TITLE:

ELEVATION

DRAWING SHEET:

A-3

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APR 15 2009

SUP-34016
REVISED
05/14/09 PC

SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC
NORTH OF MEADOWS LANE AND APPROXIMATELY 530 FEET EAST OF DECATUR BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09

SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC
NORTH OF MEADOWS LANE AND APPROXIMATELY 530 FEET EAST OF DECATUR BOULEVARD
MAY 14, 2009 PLANNING COMMISSION

04/09/09

WFI 7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.560.3685 | wfinet.com

March 30, 2009

RECEIVED
MAR 31 2009

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Wireless Communication Facility Special Use Permit Application
Clearwire US, NV-LSV 618d – APN 139-31-110-001 – Decatur & Meadows

Dear Planning Representative:

On behalf of Clear Wireless, LLC, I respectfully request your consideration and acceptance of the attached application. This project is located on APN 139-31-110-001 on the north side of Meadows Drive and east of Decatur Boulevard on the north side (back) of the shopping center. It is designed as an 80-foot stealth mono-palm facility and will accommodate 3 small antennas and 3 microwave dishes within the stealth branches for Clear Wireless's use.

Clear Wireless, LLC (www.Clear Wireless.com) – a provider of next-generation wireless Internet services enabling fast, simple, portable, reliable and affordable communications anytime and anywhere within Clear Wireless's coverage area – is now in the process of building a network in the greater Las Vegas valley. Clear Wireless provides an easy, off-the-shelf wireless high-speed Internet solution where customers typically have the service operating within minutes of receiving the modem without any need for a technician to visit. There is no software to load and generally no configuring or changes to the customer's computer. The fast and simple service can be accessed by simply taking the modem out of the box, plugging it in and connecting the Ethernet cord to the customer's computer.

Clear Wireless currently provides a next-generation, non-line-of-site WiMAX-class solution. The portable Clear Wireless service can be moved from place-to-place inside Clear Wireless's coverage area, which upon network launch, will allow customers to use the service throughout their home, office or favorite coffee house. Customers will use Clear Wireless to connect to the Internet using licensed spectrum, thus eliminating the confines of traditional cable or phone wiring. For the consumer, the wireless communication facility tower equipment will transmit radio signals from a base site to a small, wireless modem, which easily connects a user's computer to the Internet.

Headquartered in Kirkland, Washington, Clear Wireless has launched wireless high-speed Internet service in 33 metro markets, covering more than 370 cities and towns in Alaska, California, Florida, Hawaii, Idaho, Minnesota, Nevada, North Carolina, Oregon, Texas, Washington and Wisconsin in the United States, as well as Ireland, Belgium, Denmark (under the Clear Wireless name with Danske Telecom) and Mexico (via its partner MVSNet). Clear Wireless is here to provide Internet service as astounding as the Internet itself.

It is our feeling that the proposed use is compatible with the adjacent uses and will not generate any additional traffic, noise, lighting odor, dust, or any other external impacts as it will be an unmanned

7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.586.3685 | wfinet.com

wireless telecommunication facility with visits by the technician as necessary – typically once a month. The proposed use will not exceed the capacity of public services and will not require the use of public transportation. The utility usage is minimal and the site will be maintained on a regular basis. There are not any significant impacts on the natural environment and if an impact occurs, it will be mitigated to the maximum practical extent.

Unfortunately though, as aesthetically pleasing as the project is currently designed, the proposed location was denied an administrative approval although meeting all setback requirements and residential adjacency standards as required by the City of Las Vegas Development Code Title 19 – please refer to the included site plan, page A-1, for all additional information.

This application located on APN 139-31-110-001 is for 3 Clear Wireless antennas and 3 microwave dishes with a centerline of 75-feet to simply be bolted on to a new, proposed, 80-foot stealth mono-palm communication facility. The small antennas will measure 42-inches in length and the microwave dishes will have a diameter of 24-inches. All associated radio equipment will be housed within an adjacent block wall compound with plenty of ground space available for additional collocations by others. If you have any concerns regarding this application, please do not hesitate to contact me at (702) 501-4851.

Sincerely,

Matthew Steadman
WFI, representing Clear Wireless

SUP-34016
05/14/09 PC

WFI 7030 Smoke Ranch Road | Las Vegas, NV 89128 | Phone 702-586-2178 | Fax 702.586.3685 | wfinet.com

May 21, 2009

City of Las Vegas City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Fax: (702) 382-9108

RECEIVED
2009 MAY 22 A 8:01
CITY CLERK

Re: Wireless Communication Facility, Special Use Permit Application, Planning Commission Appeal
Clearwire US, NV-LSV 618d - APN 139-31-110-001 - Decatur & Meadows

Dear City Clerk & Planning Representatives:

On behalf of Clear Wireless, LLC, I respectfully request to appeal the Las Vegas Planning Commission denial decision on item 13 (SUP-34016 Special Use Permit - Public Hearing - Applicant: Clear Wireless, LLC - Owner: LXT4, LLC) from the May 14, 2009 meeting to the Las Vegas City Council. The project & item is located on APN 139-31-110-001 on the north side of Meadows Drive and east of Decatur Boulevard on the north side (back) of the shopping center. It is designed as an 80-foot stealth mono-palm facility and will accommodate 3 small antennas and 3 microwave dishes within the stealth branches for Clear Wireless' use.

Should you have any concerns regarding this appeal request, please do not hesitate to contact me directly at (702) 812-3338. Thank you for your time.

Sincerely,

Shane Hennessy-York, for
Matthew Steadman
WFI, representing Clear Wireless

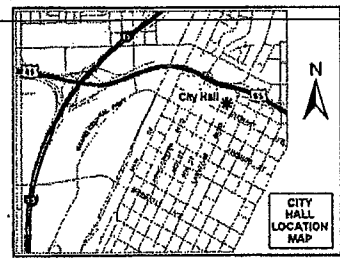
SUP-34016

Jun 10 09 08:56a Home

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016

City Council Meeting of 6/17/2009

2009 JUN 10 A 9:47

RECEIVED
CITY CLERK

MURPHY KAI DOMINIC & JUDY A
4620 PROVIDENCE LN
LAS VEGAS NV 89107-2954

APN#13931210003

7022598636 P.1

after final agenda

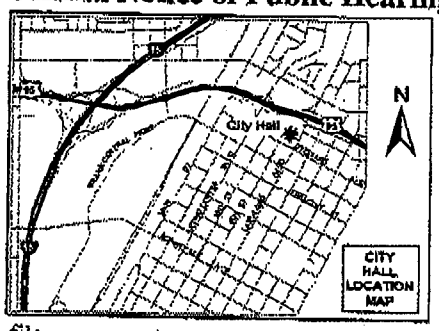
6/10/09 pm 164

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 05 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
City Council Meeting of 6/17/2009

2009 JUN 12 P 2:05
RECEIVED
CITY CLERK

O'BANNON PAUL TRUST
O'BANNON PAUL E TRS
P O BOX 26623
LAS VEGAS NV 89126-0623

APN#13836511025

89126$0623 B06

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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02 1M $ 00.41⁴
0004279218 JUN 05 2009
MAILED FROM ZIP CODE 89101

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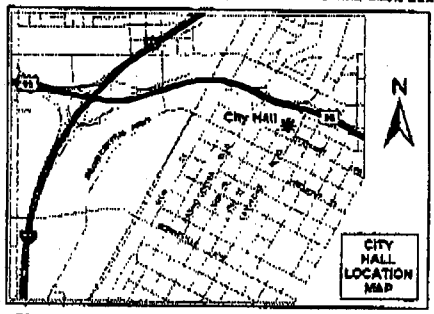
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-34016
City Council Meeting of 6/17/2009

RECEIVED
2009 JUN 16 AM 8:00
CITY CLERK

DECATUR CROSSING CENTER L.L.C
%COHEN INVEST GROUP
15490 VENTURA BLVD #200
SHERMAN OAKS CA 91403-3016

APN#13836516002

Absent any studies indicating otherwise, We believe this will Block the Visibility of our TARGET sign

after final agenda

Date 6/16/09 Item 164
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

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FIRST CLASS

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JUN 05 2009
MAILED FROM ZIP CODE 89101

2009 JUN -9 A 10:44

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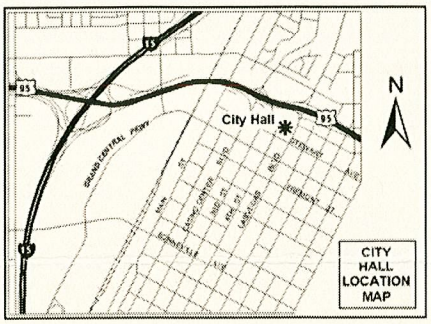
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016

City Council Meeting of 6/17/2009

YONKOUSKI JOSEPH P & MELVENA M
128 S YALE ST
LAS VEGAS NV 89107-2723

APN#13836514015

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

RECEIVED
MAY 12 2009

CITY OF LAS VEGAS

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-34016 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***May 14, 2009*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Nora Lares at 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

Signature

5/11/2009
Date

SHANE HENNESSY-YORK ON BEHALF OF WFI (REPRESENTING APPLICANT)
Please print name

CLEAR WIRELESS, LLC - APPLICANT.
Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

SHANE HENNESSY-YORK
702 - 812-3338
SHANE@HYDEVELOPMENTS.CO

Submitted after final agenda

Date 5/12/09 Item 13

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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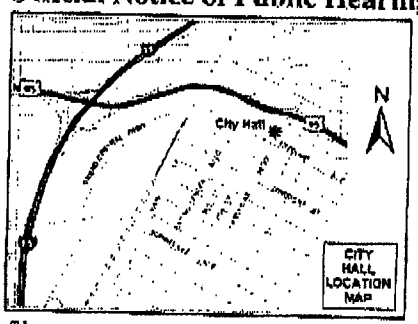

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MAY 08 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request *

Please use available blank space on card for your comments.

SUP-34016

Planning Commission Meeting of 5/14/2009

Case: SUP-34016

13836516003
DECATUR CROSSING CENTER L L C
%COHEN INVEST GROUP
15490 VENTURA BLVD #200
SHERMAN OAKS CA 91403-3016

* This will Block our New TARGET Sign Visibility

CAROL I SIGG

Submitted after final agenda

Date 5/8/09 Item 13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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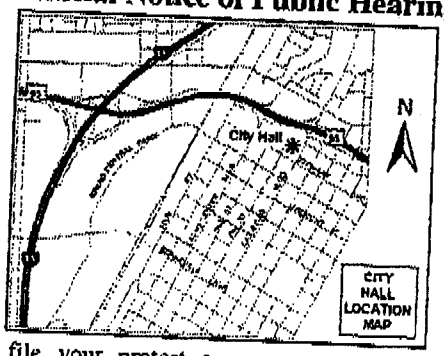
Official Notice of Public Hearing



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MAY 11 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016

Planning Commission Meeting of 5/14/2009

13836511025 Case: SUP-34016
O'BANNON PAUL TRUST
P O BOX 26623
LAS VEGAS NV 89126-0623

89126062 6065

Submitted after final agenda

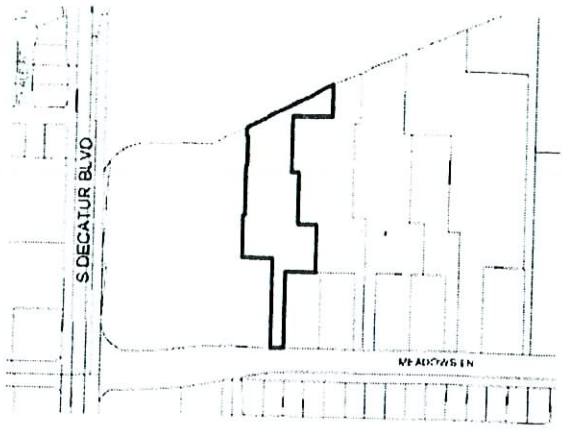
Date 5/11/09 Item 13P

Application Information

SUP-34016 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) approximately 560 feet north of Meadows Lane and approximately 530 feet east of Decatur Boulevard (APN 139-31-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian)

There is enough cancer already in this city. this causes CANCER

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 14, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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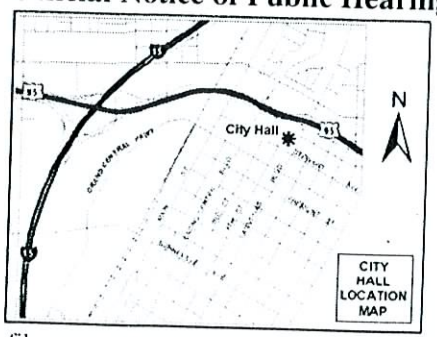

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-34016
Planning Commission Meeting of 5/14/2009

13931211030
SPIROS GEORGIA
4625 AMHERST LN
LAS VEGAS NV 89107-2926

Case: SUP-34016

13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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02 1M $ 00.39⁴
0004239954 MAY 01 2009
MAILED FROM ZIPCODE 89101

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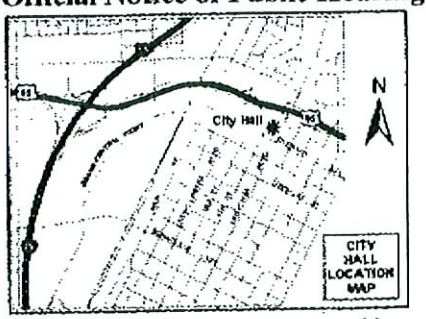
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
Planning Commission Meeting of 5/14/2009

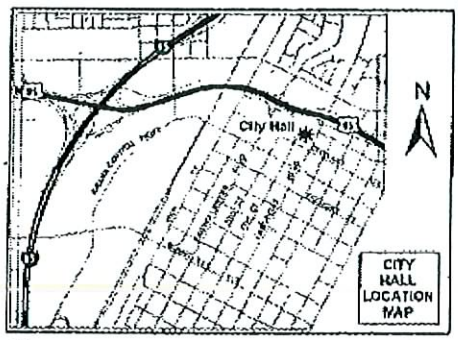
RECEIVED
MAY 05 2009

Case: SUP-34016
13836511026
DUDMAN TIMOTHY J
4909 HARMONY AVE
LAS VEGAS NV 89107-0318

13A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-34016
Planning Commission Meeting of 5/14/2009

RECEIVED
MAY 05 2009

Case: SUP-34016

13836514018
MARGISON ROBERT L JR REV TR
2300 PEARL CREST ST
LAS VEGAS NV 89134-6732

13A

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

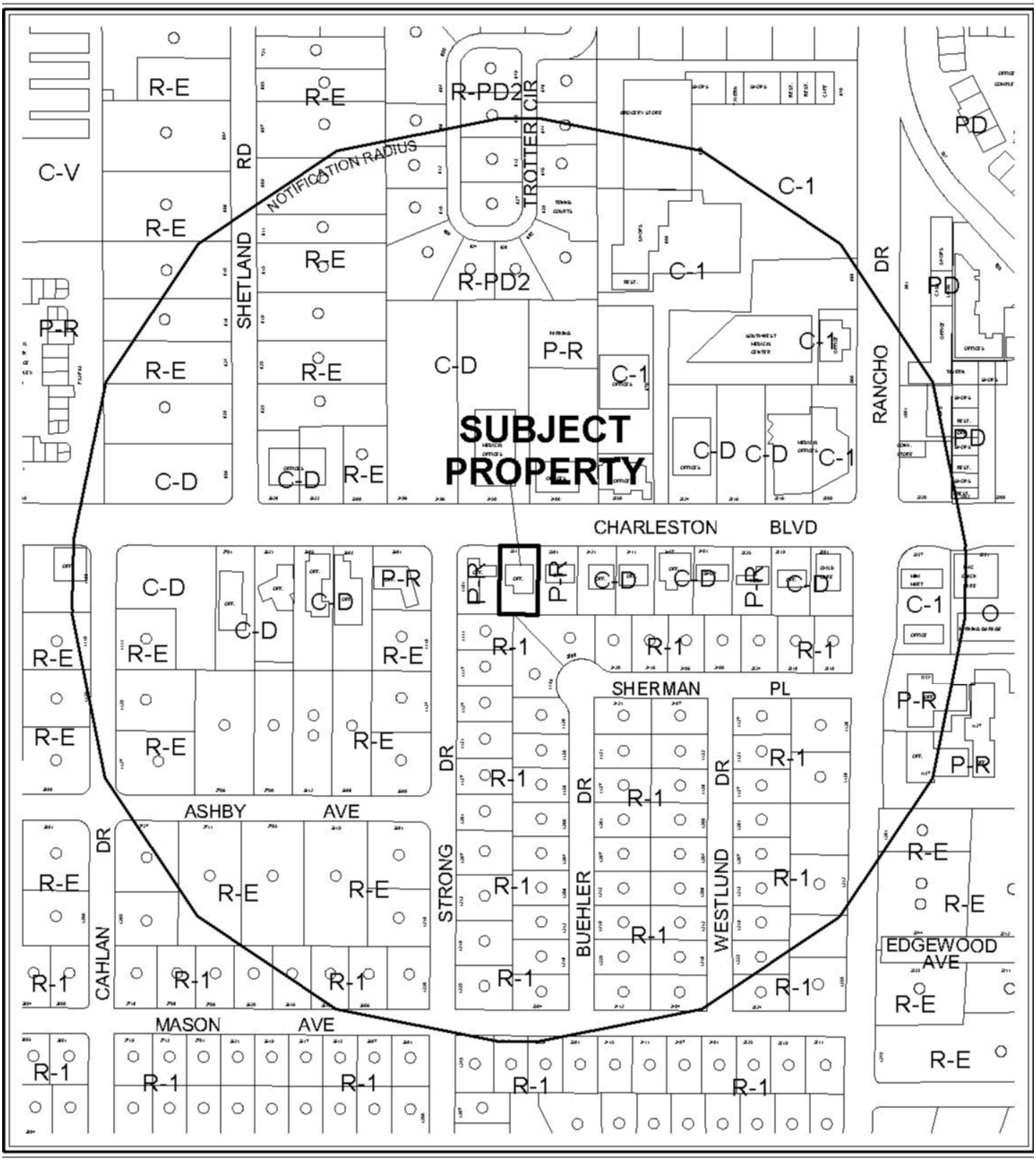
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-35758 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST - Request for a Variance TO ALLOW 35% LOT COVERAGE WHERE 30% IS THE MAXIMUM ALLOWED on 0.33 acres at 2511 West Charleston Boulevard (APN 162-05-511-008), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**16**	**Planning Commission Mtg.**	**2**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the December 3, 2009 Planning Commission Meeting Item 7



0 300 600 Feet

CASE: **VAR-35758**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

0 300 600 Feet

CASE: **VAR-35758**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35758 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Site Development Plan Review (SDR-35757) and Variance (VAR-35760) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow 35% lot coverage where Title 19.08.050 limits the lot coverage to a maximum of 30% for a proposed office development at 2511 West Charleston Boulevard. Associated requests have also been submitted for a Variance (VAR-35760) to allow reduced parking and an increase in compact parking spaces and a Site Development Plan Review (SDR-35757) for a proposed 4,999 square foot office with Waivers of the Title 19.12.040 Perimeter Landscape Buffer Standards.

Staff cannot support this Variance request, as the applicant has not provided compelling evidence of a unique or extraordinary circumstance, and has created a self-imposed hardship by proposing to overbuild the site; therefore, staff is recommending denial of this request. If this application is denied, associated requests for a Variance (VAR-35760) and Site Development Plan Review (SDR-35757) must also be denied, and the site will remain as it is.

Issues

- Approval of this Variance request is required to approve associated requests for a Variance (VAR-35760) to allow reduced parking and an increase in compact parking spaces and a Site Development Plan Review (SDR-35757) for a proposed 4,999 square foot office with Waivers of the Title 19.12.040 Perimeter Landscape Buffer Standards.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/19/02	The City Council approved a General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office), from R (Rural Density Residential) to DR (Desert Rural Density Residential), from O (Office) to DR (Desert Rural Density Residential) and from L (Low Density Residential) to DR (Desert Rural Density Residential). Planning Commission recommended denial. Staff recommended approval.
05/21/09	A deed was recorded for a change in ownership at 2511 West Charleston Boulevard.
12/03/09	The Planning Commission recommended approval of companion item VAR-35760 and SDR-35757 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #7/gk).

Related Building Permits/Business Licenses	
04/07/99	A business license (Q07-00149) for a Medical Firm was issued at 2511 West Charleston Boulevard. The license was marked out of business on 07/15/09.
10/23/02	A business license (Q07-00148) for a Medical Firm was issued at 2511 West Charleston Boulevard. The license was marked "out of business" on 09/30/08.

Pre-Application Meeting	
08/21/09	The following items were discussed at the pre-application conference: • Meet with Flood Control to determine finished floor elevations, but no drainage study is required. • Waivers of the perimeter landscape buffers will be required. • A Variance is required to allow 15 parking spaces where 17 spaces are required and 60% of the required on-site parking to be compact parking spaces where 30% is the maximum allowed. • A Variance is required to allow 35% lot coverage where 30% is the maximum allowed.
10/07/09	City staff from Planning & Development, Public Works, Traffic, and Fire Departments met with the applicant. The following items were discussed at the meeting: • Site Circulation – It was determined that the previous proposal had inadequate site circulation causing potential traffic hazards at the point of entry and exit. • Staff discussed with the applicant several options to help alleviate these traffic hazards.
Neighborhood Meeting	
A neighborhood meeting was not required for this application, nor was one held.	
Field Check	
09/03/09	A field check was performed by staff at the subject property and found an unoccupied office building. The site was well maintained with the exception of the following: • Dead landscaping in the front yard landscape buffer. • Faded parking lot striping.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office	O (Office)	C-D (Designed Commercial)
North	Medical Offices	O (Office)	C-D (Designed Commercial)

South	Single-Family Residential	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Office	O (Office)	P-R (Professional Office and Parking)
West	Office	O (Office)	P-R (Professional Office and Parking)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District – 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following development standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	90 Feet	N*
Min. Setbacks			
• Front	25 Feet	44 Feet	Y
• Side	10 Feet	12 Feet	Y
• Rear	25 Feet	42 Feet	Y
Max. Lot Coverage	30%	35%	N
Max. Building Height	2 Stories or 35 Feet	20 Feet	Y
Trash Enclosure	Y	Curb-Side Pick-up	Y

**The subject site is nonconforming for required lot width.*

ANALYSIS

The proposed office building covers approximately 35% of the available lot area, where a maximum of 30% coverage is allowed within the C-D (Designed Commercial) zoning district, per the Development Standards of Title 19.08.050. Approval of this Variance is required to allow the excessive lot coverage that is proposed. 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 by proposing to overbuild the site. Alternative site design 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 19

NOTICES MAILED 152 by City Clerk

APPROVALS 2

PROTESTS 16

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-35758 APN: 162-05-511-008

Name of Property Owner: Bustan Family Revocable Liv Tr and Bustan David TRS

Name of Applicant: David Bustan

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: David Bustan

Print Name: David Bustan

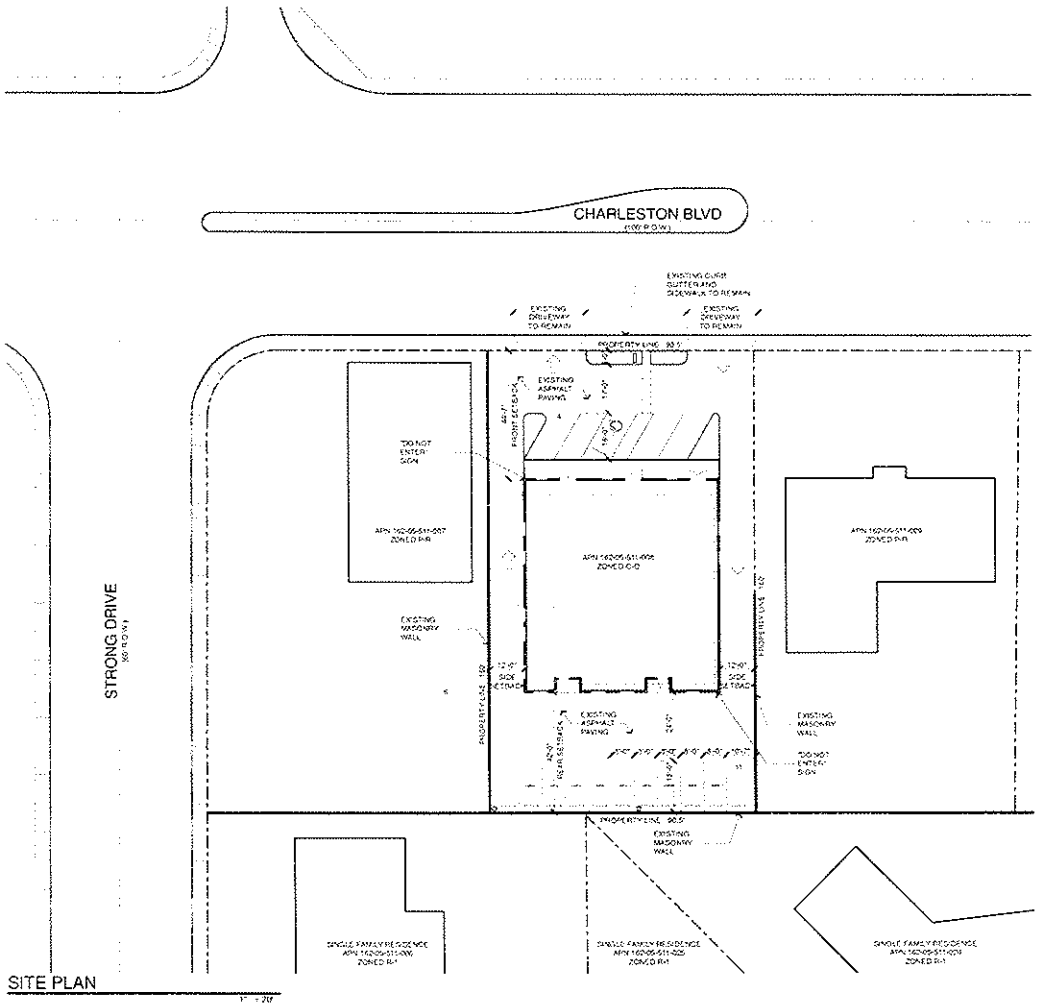
Subscribed and sworn before me

This 13th day of August, 2009

_____

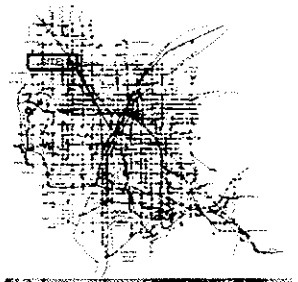
Notary Public in and for said County and State

JESUS RODRIGUEZ
Commission # 1626107
Notary Public - California
Los Angeles County
My Comm. Expires Dec 7, 2009



SITE PLAN

1" = 20'



VICINITY & LOCATION MAPS

Site and Project Information

SITE DATA

PARCEL NUMBER	162-05-511-006
JURISDICTION	CITY OF LAS VEGAS (APN 32)
EXISTING GENERAL PLAN	TC OFFICE
EXISTING ZONING	C-D
PROPOSED USE	OFFICE
SITE AREA	14,374 NSF .33 NET ACRES

SETBACKS - (BUILDING)

	REQD	PROVIDED
FRONT	20'-0"	44'-0"
INTERIOR SIDE	15'-0"	12'-0"
REAR	15'-0"	47'-0"

MAX HEIGHT	35'-0"
ACTUAL HEIGHT	25'-0"
LOT COVERAGE ALLOWED	30%
ACTUAL LOT COVERAGE	(VARIANCE REQUESTED) 34.9%

BUILDING INFORMATION

CODE	2006 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	V-B
OCCUPANCY	B
FIRE SPRINKLERS PROVIDED	NO
BUILDING AREAS	
OFFICE	4,986 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
OFFICE	4,986 SF @ 1:300 = 17	
STANDARD PARKING SPACES PROVIDED		5
COMPACT PARKING SPACES PROVIDED		1 (20% VARIANCE REQUESTED)
HANDICAPPED SPACES PROVIDED		1
TOTAL PARKING		7 (41.1% VARIANCE REQUESTED)
LOADING ZONE (25'X10')		NONE

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APTUS Architecture
1000 South Rock Street
Suite 204
Las Vegas, Nevada 89104
P: 702.439.1300
F: 702.939.1213

2511 W. Charleston

Site Development Review

2511 W. Charleston
Las Vegas, Nevada 89102

VAR-35758 VAR-35760
SDR-35757 10/08/09 PC

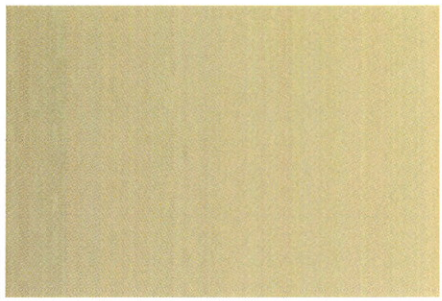
City of Las Vegas SDR Submittal 09.15.09
RECEIVED
AUG 25 2009

SITE PLAN

AS100

09-063 2511 W. Charleston

Paint 1



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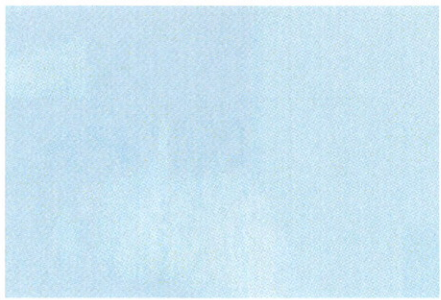

Glazing

Aluminum Storefront Framing

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

2511 W. Charleston

8.25.09

Site Development Review

2511 W. Charleston
Las vegas, Nevada 89102

VAR-35758 VAR-35760
SDR-35757 10/08/09 PC

RECEIVED
AUG 25 2009

VAR-35758 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

VAR-35758 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

VAR-35758 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

APTUS Architecture

October 20, 2009

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, Nevada 89101

RE: **APN: 162-05-511-008**
A. Site Development Review
B. Parking Variance
C. Lot Coverage Variance
D. Landscape Waivers

To Whom it May Concern:

We respectfully submit this request for the aforementioned applications on behalf of our client, David Bustan, for the property located at 2511 W. Charleston. The intended use for the property is as a "Business Office" for Home Health Agency. No patients will be at this location, The current General Plan designation for this parcel is "Office (O)" and zoning designation of "C-D".

We would like to request a Site Development Review for this project. The owner is planning to make improvements by creating a 4,999 square foot structure used for leasable office area for a home health agency. The building will be Type 5-B construction with stucco system exterior finish. The site is accessed from two existing pan style driveways along Charleston. The owner is requesting that these driveways remain.

We are also requesting a variance of the commercial development standards to allow fifteen (16) parking spaces where seventeen (17) parking spaces are required due to the site configuration and circulation. We are also requesting 60% compact space, where 30% is allowed. These properties along Charleston were formerly residential lots and are very small and narrow. To get the visibility needed for the building, parking has been placed in front and at the rear of the site. Also, the site has been designed with safety in mind allowing employees to circulate around the building via one-way drives.

A variance of Title 19 Section 19.08.050.C Table 1 to allow 34.8% lot coverage where 30% is the maximum is also being requested due to the size and configuration of the site.

In addition, we are requesting the following landscape waivers: To allow a landscape buffer of 6'-0" where 15'-0" is required adjacent to the right of way, to allow a landscape buffer of 0'-0" where 8'-0" is required on the east and west property lines, to allow a landscape buffer of 0'-0" where 15'-0" is required on the south property line, and to allow zero finger islands where 4 are required.

We are anticipating this project will provide additional opportunities for people to work closer to their own homes which would reduce the need for time-consuming commutes. Please consider this request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS Architecture

VAR-35758
REVISED
11/05/09 PC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

OCT 21 2009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 DEC 18 2009
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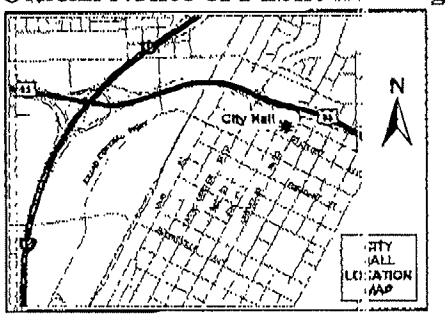
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

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2009 DEC 22 A 8:35
CITY CLERK

NEWBERRY DENNIS W & SHIRLEY S
1124 CAHLAN DR
LAS VEGAS NV 89102-2114

APN#16205510007

JAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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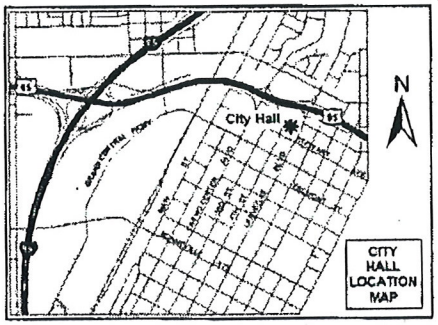

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

RECEIVED CITY CLERK
2009 DEC 21 A 7:38

RENTCHLER JOHN M
RAMAGE DANI LEE RENTCHLER
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

APN#16204101015

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2009 DEC 22 A 11:25

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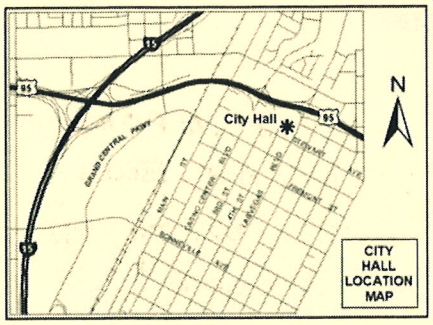

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

NOT ENOUGH INFORMATION. WHAT IS THE BUSINESS CONNECTED WITH THE PARKING SPACES?

BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

APN#16205511021

JAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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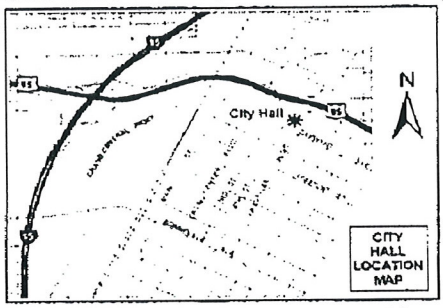

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

This developer should follow the rules.

RECEIVED
CITY CLERK
2009 DEC 21 A 7:38

HUSSEY DANIEL S & KATHRYN
2273 TRAFALGAR CT
HENDERSON NV 89074-5328

APN#16205513015

JAV0511 89074

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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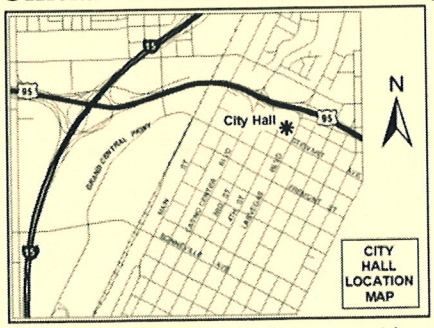

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

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PINJUV F MIKE & BEVERLY A CO-TRS
1132 WESTLUND DR
LAS VEGAS NV 89102-2140

APN#16205513030

JAV0511 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

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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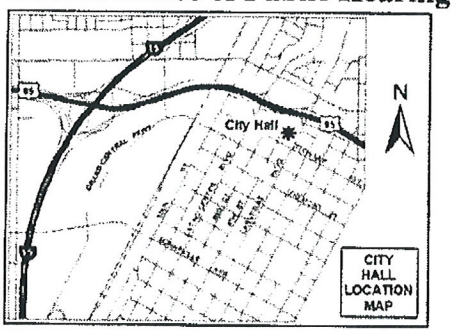

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

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SEP 29 2009

Case: VAR-35758
16204101015
RENTCHLER JOHN M
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

GAVDS11 89102

19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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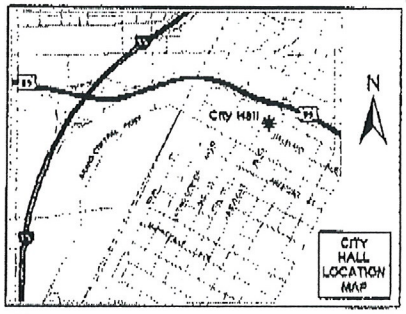

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Case: VAR-35758
16205510025
STOVALL LESLIE M & SARAH S
2705 ASHBY AVE
LAS VEGAS NV 89102-2137

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

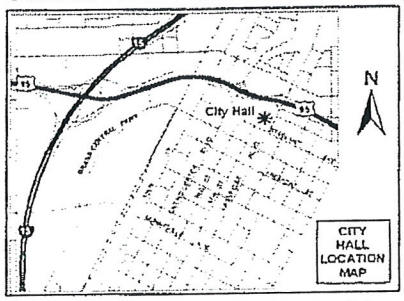
GAV0511 89102

19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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Case: VAR-35758

16205513001
GILLETT FAMILY TRUST
1207 STRONG DR
LAS VEGAS NV 89102-2100

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

GAVD511 89102

19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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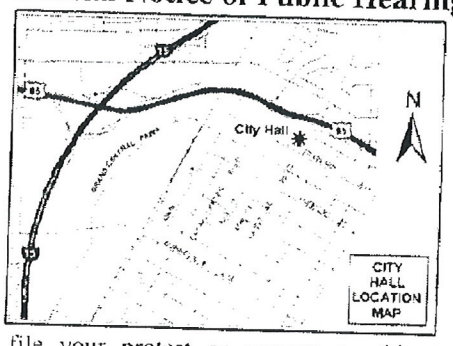
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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16205513015 Case: VAR-35758
HUSSEY DANIEL S & KATHRYN
2273 TRAFALGAR CT
HENDERSON NV 89074-5328

GAV0511 89074

19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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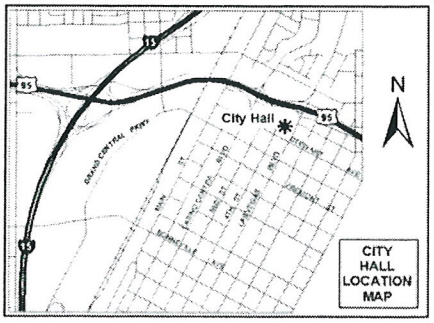

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Too Little Parking

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

Case: VAR-35758
16205513046
MASON DAVID L
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259

GAVD811 89102

19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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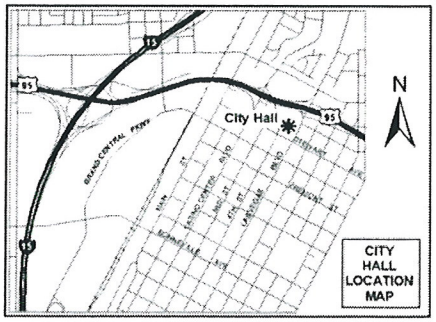

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

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OCT 01 2009

Too Little Parking

Case: VAR-35758
16204117003
RANCHO COURTYARD L L C
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259

GAVDS11 89102

19P

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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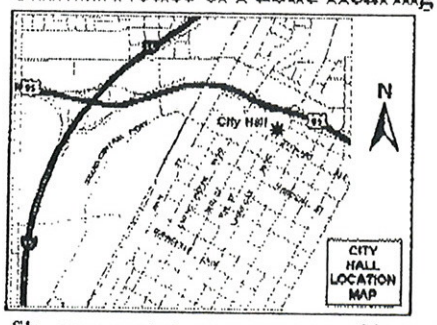
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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OCT 08 2009

Case: VAR-35758

16205515007
POLLEY MICHAEL S SR & RENEE H
2606 MASON AVE
LAS VEGAS NV 89102-2126

G4VDS11 89102

Submitted after final agenda

Date 10/8/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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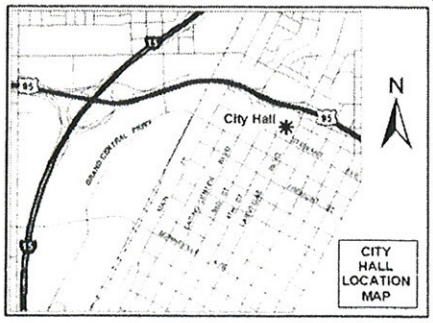

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OCT 07 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Also oppose ~~VAR~~ SDR 35757

Case: VAR-35758
13932810022
PALOMINO GARDENS HOMEOWNERS
824 TROTTER CIR
LAS VEGAS NV 89107-4501

GAVOS11 89107

Submitted after final agenda

Date 10/7/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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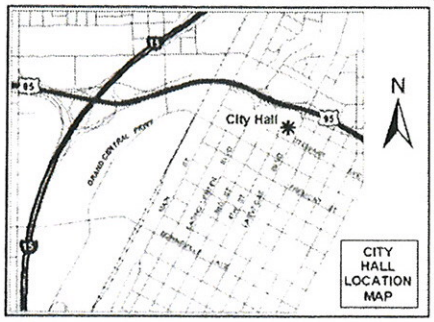
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758
13932810010
GARCIA MARIO A & ELSA F
824 TROTTER CIR
LAS VEGAS NV 89107-4501

CA 0 0 5 1 1 8 9 1 0 7

Submitted after final agenda

Date 10/7/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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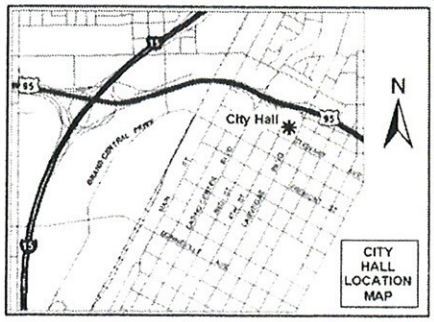
Official Notice of Public Hearing



RECEIVED
OCT 05 2009

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NEED MORE INFORMATION — WHAT ARE THE PARKING SPACES ACCOMADATING?

Case: VAR-35758
16205511021
BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

GAVD511 A910Z

Submitted after final agenda
Date 10/5/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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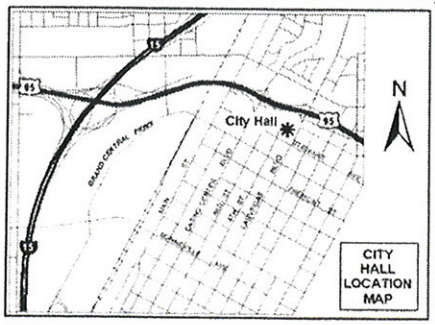

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35758
16205510026
POTTER GORDON TRUST
2619 ASHBY AVE
LAS VEGAS NV 89102-2101

CA 890 11 4810 03

Submitted after final agenda
Date 10/5/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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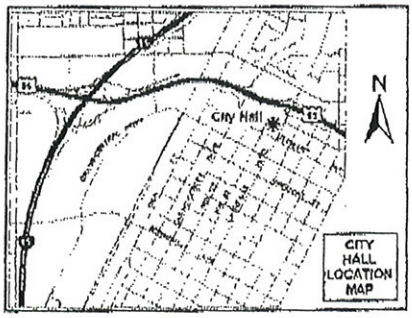

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OCT 06 2009

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Case: VAR-35758

16205513036
MALINOWSKI ROBERT C
1207 WESTLUND DR
LAS VEGAS NV 89102-2142

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

CAVDS11 48102

Submitted after final agenda

Date 10/6/09 Item 19 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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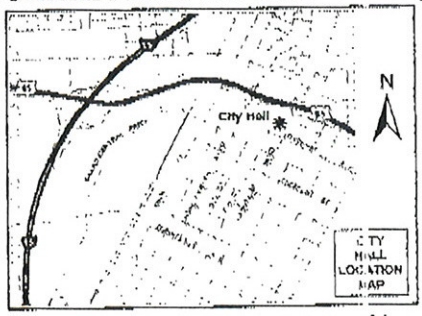
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35758
16205510008
NEWBERRY DENNIS W & SHIRLEY S
1124 CAHLAN DR
LAS VEGAS NV 89102-2114

CAVDS11 89102

Submitted after final agenda

Date 10/5/09 Item 19P

PAGE

CDC INC

17022569688

34

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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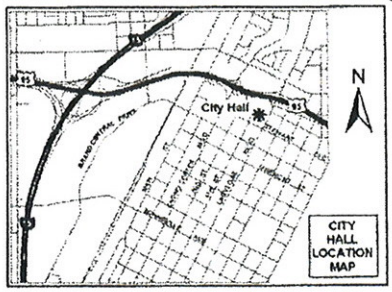

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IF LOT COVERAGE WAS AT 30%, PARKING SPACE REDUCTION WOULD NOT BE NEEDED
JR

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758

16205511001
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100

GAVDS11 89102

Submitted after final agenda

Date 10/5/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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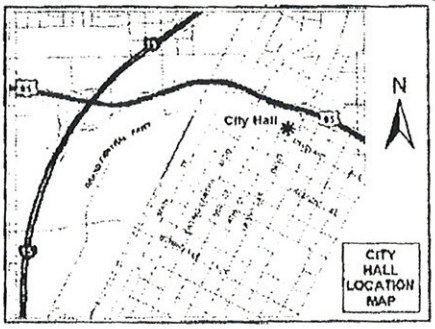
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758

16205512019
ALLEN CHRISTOPHER S
1125 CAHLAN DR
LAS VEGAS NV 89102-2113

Submitted after final agenda

Date 10/5/09 Item 19P

RECEIVED
OCT 06 2009

To: Counsel Members Margo

October 6, 2009

My name is Alvy Cook, I live at 1117 Strong Dr, two houses down from 2511 West Charleston on Strong Drive. I strongly object to this variance for the business at 2511 West Charleston. The reason for this objection is because I constantly have people either parked or sitting in their cars in front of my house and the surrounding houses on a daily basis. There has been times I have had to maneuver around cars just to get into my driveway. This business does not have adequate parking the way it is now, and this variance would just make the parking situation worse. We have been trying to get signs for resident parking for approximately a year or so. But it doesn't seem to get done. No one buys a home with the hopes of having complete strangers parked out in front of it on a daily basis.

Not that this has much to do with the variance, but my wife did go to the business to talk to them about this issue, only to be told that before this business moved in the neighborhood, the neighborhood was a ghetto, and we should be happy they moved in. Well ghetto or not we do not want this business to use our house as their parking lot.

Please do not let this variance go through, and if possible please put up signs that would makes the area where there are homes strictly residential parking between 8am and 5pm.

Thank you for you consideration,

Alvy Cook

State of NEVADA
County of CLARK
Appeared and Signed before me on this
06 day of OCTOBER 2009

Notary

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DANE S. HALOVICH
No: 06-107101-1
My Appointment Expires Apr. 4, 2010

Submitted after final agenda

VAR 35758 - 35760

Date 10/6/09 Item 19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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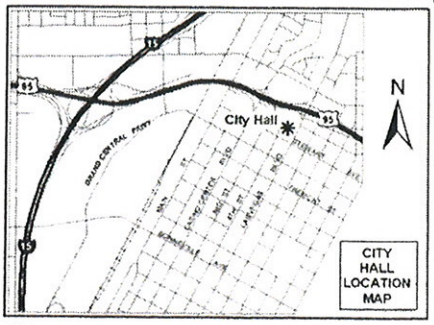

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Case: VAR-35758
16205511008
BUSTAN FAMILY REVOCABLE LIV TR
18210 SHERMAN WY #213
RESEDA CA 91335-4577

[V] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

CAVDS11 91305

Submitted after final agenda

Date 10/5/09 Item 19A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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$ 00.41⁴
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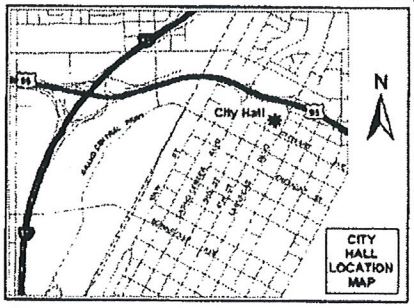
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

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SEP 29 2009

Case: VAR-35758
16205511009
STELLAR LIMITED
1200 SAINTSBURY DR
LAS VEGAS NV 89144-1108

GAVDS11 89144

FROM Desert Valley Medical Group
(MON) SEP 28 2009 12:19/ST. 12:18/No. 7526510713 P 1

19A

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

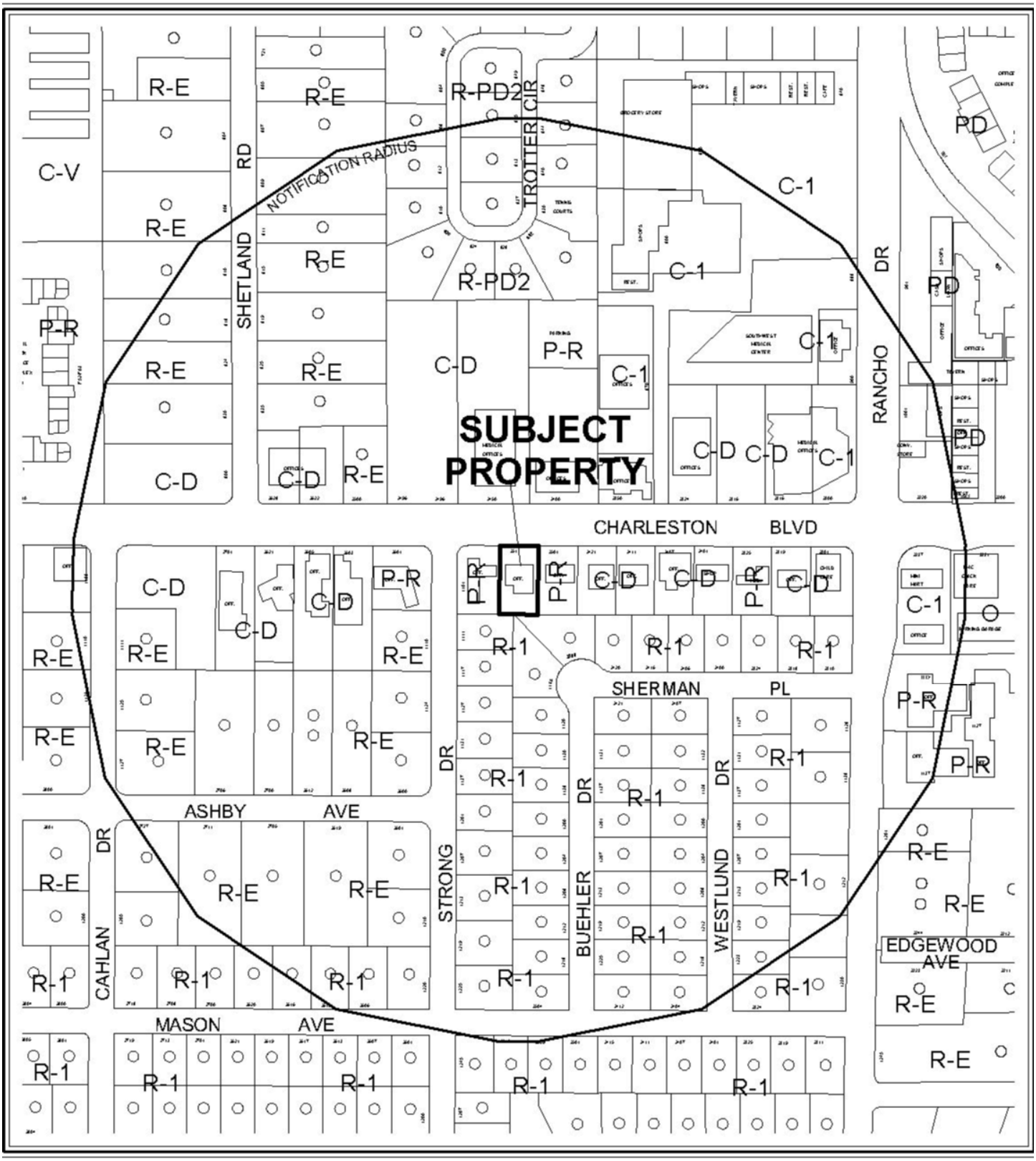
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-35760 – ABEYANCE ITEM - VARIANCE RELATED TO VAR-35758 - PUBLIC HEARING - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST - Request for a Variance TO ALLOW 15 PARKING SPACES WHERE 17 ARE REQUIRED AND 60% OF THE REQUIRED ON-SITE PARKING TO BE COMPACT PARKING SPACES WHERE 30% IS THE MAXIMUM ALLOWED FOR AN OFFICE, OTHER THAN LISTED USE on 0.33 acres at 2511 West Charleston Boulevard (APN 162-05-511-008), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**16**	**Planning Commission Mtg.**	**2**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the December 3, 2009 Planning Commission Meeting Item 8



0 300 600 Feet

CASE: **VAR-35760**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

0 300 600 Feet

CASE: **VAR-35760**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35760 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. The Variance shall be for a minimum of 16 spaces where 17 spaces are required.

2. Conformance to the conditions for Site Development Plan Review (SDR-35757) and Variance (VAR-35758) if approved.

3. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow 16 parking spaces where 17 are required and 60% of the required on-site parking to be compact parking spaces where 30% is the maximum allowed for a proposed office development at 2511 West Charleston Boulevard. Associated requests have also been submitted for a Variance (VAR-35758) for lot coverage and a Site Development Plan Review (SDR-35757) for a proposed 4,999 square foot office with Waivers of the Title 19.12.040 Perimeter Landscape Buffer Standards.

Staff cannot support this Variance request, as the applicant has not provided compelling evidence of a unique or extraordinary circumstance, and has created a self-imposed hardship by proposing to overbuild the site; therefore, staff is recommending denial of this request. If this application is denied, associated requests for a Variance (VAR-35758) and Site Development Plan Review (SDR-35757) must also be denied, and the site will remain as it is.

ISSUES

- Approval of this Variance request is required to approve associated requests for a Variance (VAR-35758) for increased lot coverage and a Site Development Plan Review (SDR-35757) for a proposed 4,999 square foot office with Waivers of the Title 19.12.040 Perimeter Landscape Buffer Standards.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/19/02	The City Council approved a General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office), from R (Rural Density Residential) to DR (Desert Rural Density Residential), from O (Office) to DR (Desert Rural Density Residential) and from L (Low Density Residential) to DR (Desert Rural Density Residential). Planning Commission recommended denial. Staff recommended approval.
05/21/09	A deed was recorded for a change in ownership at 2511 West Charleston Boulevard.
12/03/09	The Planning Commission recommended approval of companion item VAR-35758 and SDR-35757 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #8/gk).

Related Building Permits/Business Licenses	
04/07/99	A business license (Q07-00149) for a Medical Firm was issued at 2511 West Charleston Boulevard. The license was marked out of business on 07/15/09.
10/23/02	A business license (Q07-00148) for a Medical Firm was issued at 2511 West Charleston Boulevard. The license was marked "out of business" on 09/30/08.

Pre-Application Meeting	
08/21/09	The following items were discussed at the pre-application conference: • Meet with Flood Control to determine finished floor elevations, but no drainage study is required. • Waivers of the perimeter landscape buffers will be required. • A Variance is required to allow 15 parking spaces where 17 spaces are required and 60% of the required on-site parking to be compact parking spaces where 30% is the maximum allowed. • A Variance is required to allow 35% lot coverage where 30% is the maximum allowed.
10/07/09	City staff from Planning & Development, Public Works, Traffic, and Fire Departments met with the applicant. The following items were discussed at the meeting: • Site Circulation – It was determined that the previous proposal had inadequate site circulation causing potential traffic hazards at the point of entry and exit. • Staff discussed with the applicant several options to help alleviate these traffic hazards.
Neighborhood Meeting	
A neighborhood meeting was not required for this application, nor was one held.	
Field Check	
09/03/09	A field check was performed by staff at the subject property and found an unoccupied office building. The site was well maintained with the exception of the following: • Dead landscaping in the front yard landscape buffer. • Faded parking lot striping.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office	O (Office)	C-D (Designed Commercial)
North	Medical Offices	O (Office)	C-D (Designed Commercial)

South	Single-Family Residential	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Office	O (Office)	P-R (Professional Office and Parking)
West	Office	O (Office)	P-R (Professional Office and Parking)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District – 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

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	
Office, Other than Listed	4,999 SF	1:300	16	1	15	1	
Total			17		16		N
Compact Spaces			5		9		N
Percent Deviation			30%		60%		

ANALYSIS

The parking provided on this site is inadequate to meet the needs of the proposed development, as required by Title 19.04. 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 development of the site with a reduced building footprint or alternate site configuration 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

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 152 by City Clerk

APPROVALS 2

PROTESTS 16

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-35760 APN: 162-05-511-008

Name of Property Owner: Bustan Family Revocable Liv Tr and Bustan David TRS

Name of Applicant: David Bustan

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: _____

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AUG 25 2009

Signature of Property Owner: David Bustan

Print Name: David Bustan

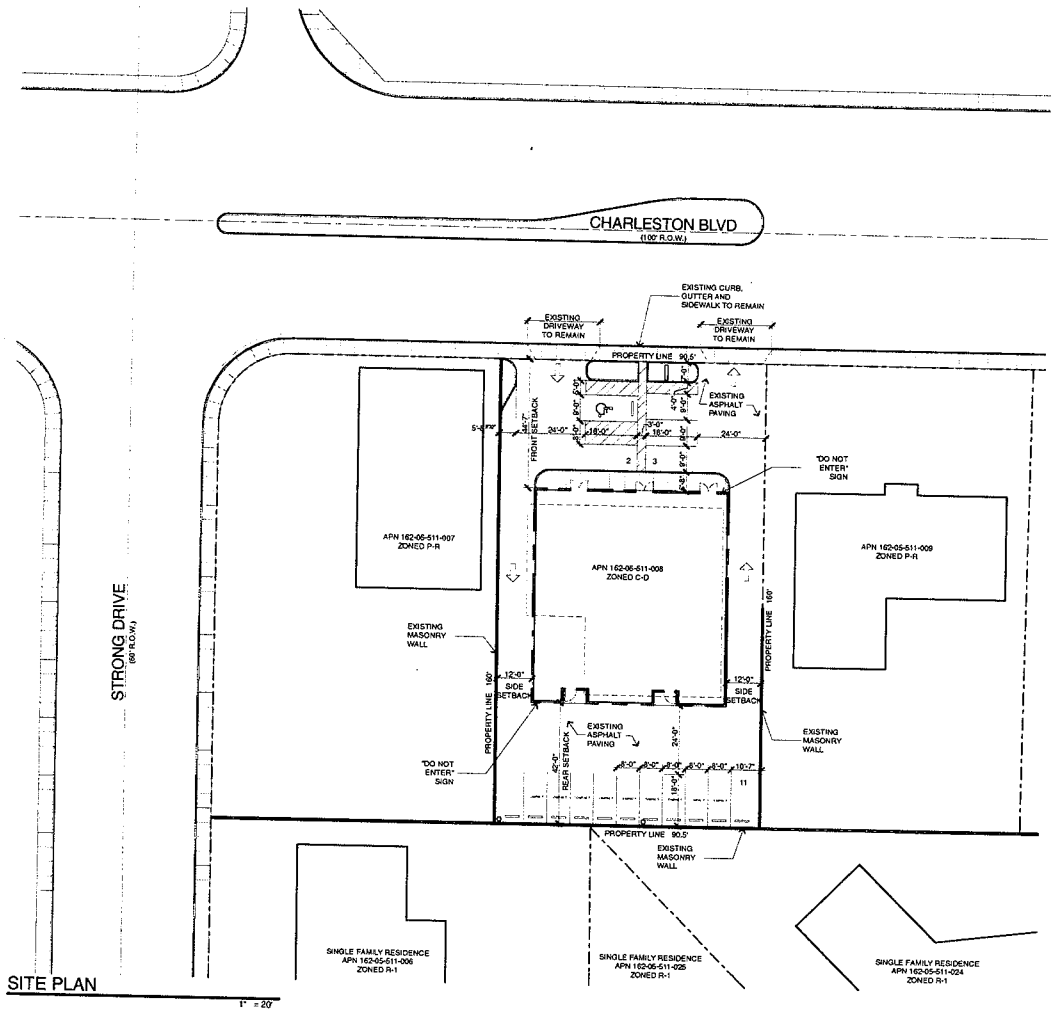
Subscribed and sworn before me

This 11 day of AUGUST, 20 09

_____

Notary Public in and for said County and State

JESUS RODRIGUEZ
Commission # 1626107
Notary Public - California
Los Angeles County
My Comm. Expires Dec 7, 2009



SITE PLAN

1" = 20'

VICINITY & LOCATION MAPS

Site and Project Information

SITE DATA

PARCEL NUMBER	162-05-511-008
JURISDICTION	CITY OF LAS VEGAS - 89102
EXISTING GENERAL PLAN	"O" OFFICE
EXISTING ZONING	C-D
PROPOSED USE	OFFICE
SITE AREA	14,374 NSF .33 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	25'-0"	44'-7"
INTERIOR SIDE	10'-0"	12'-0"
REAR	25'-0"	42'-0"

MAX HEIGHT	30'-0"
ACTUAL HEIGHT	20'-0"
LOT COVERAGE ALLOWED	30%
ACTUAL LOT COVERAGE	(VARIANCE REQUESTED) 34.8%

BUILDING INFORMATION

CODE	2006 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	5B
OCCUPANCY	B
FIRE SPRINKLERS PROVIDED	NO
BUILDING AREAS:	
OFFICE	4,000 SF

PARKING AREA

	REQUIRED PARKING	PROVIDED
BUILDING AREA		
OFFICE	4,000 SF @ 1:300 = 17	
STANDARD PARKING SPACES PROVIDED		6
COMPACT PARKING SPACES PROVIDED		(50% VARIANCE REQUESTED) 9
HANDICAPPED SPACES PROVIDED		1
TOTAL PARKING		(5.88% VARIANCE REQUESTED) 16
LOADING ZONE (25' X 12')		NONE

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APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

0' 10' 20' 40'

2511 W. Charleston
Site Development Review
2511 W. Charleston
Las Vegas, Nevada 89102

VAR-35760
REVISED
11/05/09 PC

City of Las Vegas SDR Submittal	08.25.09
City of Las Vegas SDR Submittal (Rev.)	09.09.09
City of Las Vegas SDR Submittal (Rev.)	10.09.09
City of Las Vegas SDR Submittal (Rev.)	10.20.09

SITE PLAN

AS100

09.062 2511 W. Charleston

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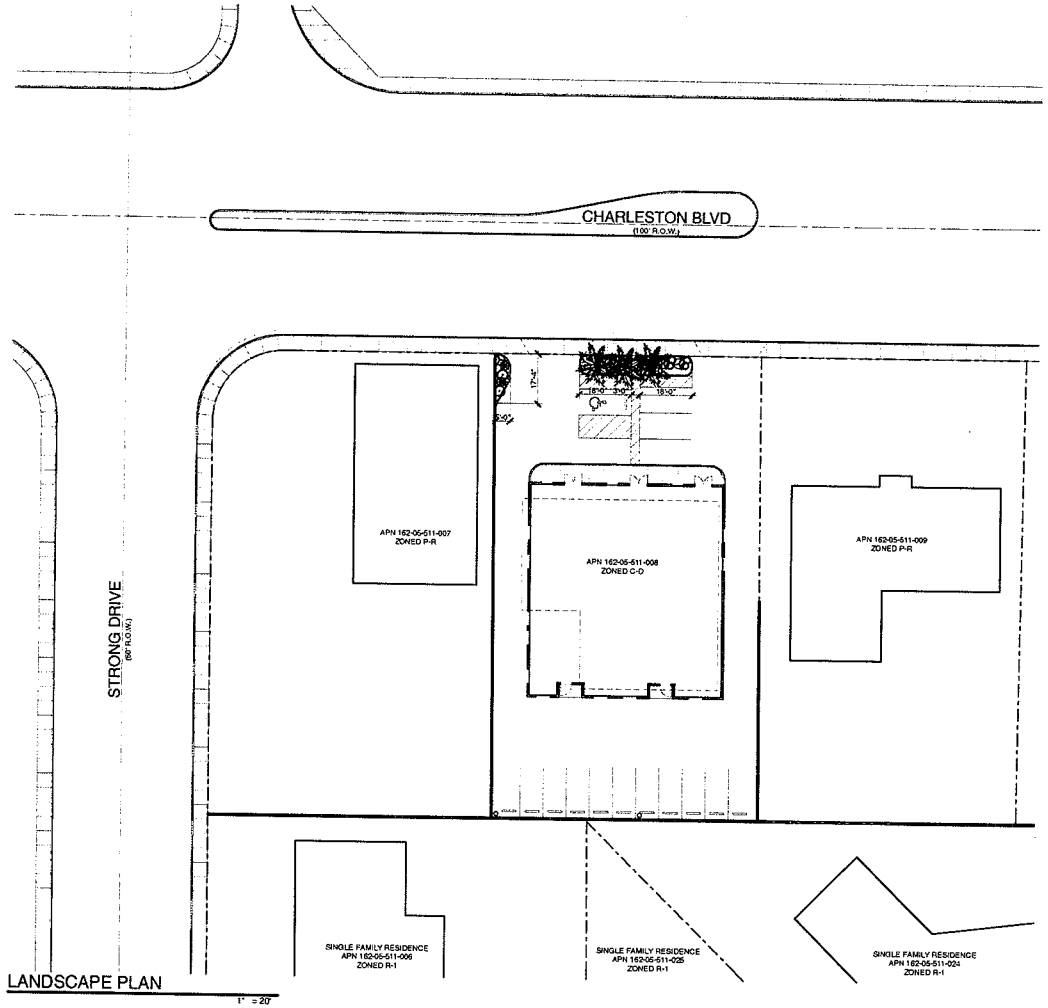

LANDSCAPE SCHEDULE			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	CALIFORNIA FAN PALM	washingtonia filifera	25' HIGH
SHRUBS			
	YELLOW BIRD OF PARADISE	caesalpinia gilliesii	5 GAL
	RED BIRD OF PARADISE	caesalpinia pulcherrima	5 GAL
	DESSERT CASSIA	cassia nemophila	5 GAL
GRASSES			
	DEER GRASS	muhlenbergia rigens	5 GAL

LANDSCAPE BUFFERS		
	REQUIRED	PROVIDED
FRONT	15'-0"	4'-0"
INTERIOR SIDE	8'-0"	0'-0"
REAR	15'-0"	0'-0"

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P 702.839.1200
F 702.839.1213

0' 10' 20' 40'

2511 W. Charleston
Site Development Review
2511 W. Charleston
Las Vegas, Nevada 89102

VAR-35760
REVISED
11/05/09 PC

City of Las Vegas SDR Submittal	08.25.09
City of Las Vegas SDR Submittal (Rev.)	10.09.09
City of Las Vegas SDR Submittal (Rev.)	10.20.09

PLANTING PLAN

L100

09.062 2511 W. Charleston

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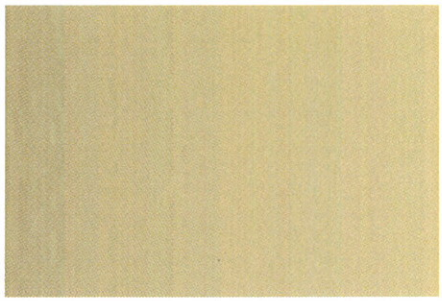
Paint 1



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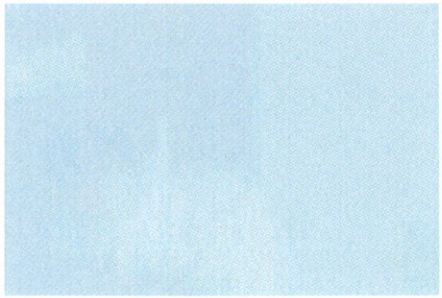

Glazing

Aluminum Storefront Framing

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

2511 W. Charleston

8.25.09

Site Development Review

2511 W. Charleston
Las vegas, Nevada 89102

VAR-35758 VAR-35760
SDR-35757 10/08/09 PC

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AUG 25 2009

VAR-35760 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

VAR-35760 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

VAR-35760 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

APTUS Architecture

October 20, 2009

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, Nevada 89101

RE: **APN: 162-05-511-008**
A. Site Development Review
B. Parking Variance
C. Lot Coverage Variance
D. Landscape Waivers

To Whom it May Concern:

We respectfully submit this request for the aforementioned applications on behalf of our client, David Bustan, for the property located at 2511 W. Charleston. The intended use for the property is as a "Business Office" for Home Health Agency. No patients will be at this location, The current General Plan designation for this parcel is "Office (O)" and zoning designation of "C-D".

We would like to request a Site Development Review for this project. The owner is planning to make improvements by creating a 4,999 square foot structure used for leasable office area for a home health agency. The building will be Type 5-B construction with stucco system exterior finish. The site is accessed from two existing pan style driveways along Charleston. The owner is requesting that these driveways remain.

We are also requesting a variance of the commercial development standards to allow fifteen (16) parking spaces where seventeen (17) parking spaces are required due to the site configuration and circulation. We are also requesting 60% compact space, where 30% is allowed. These properties along Charleston were formerly residential lots and are very small and narrow. To get the visibility needed for the building, parking has been placed in front and at the rear of the site. Also, the site has been designed with safety in mind allowing employees to circulate around the building via one-way drives.

A variance of Title 19 Section 19.08.050.C Table 1 to allow 34.8% lot coverage where 30% is the maximum is also being requested due to the size and configuration of the site.

In addition, we are requesting the following landscape waivers: To allow a landscape buffer of 6'-0" where 15'-0" is required adjacent to the right of way, to allow a landscape buffer of 0'-0" where 8'-0" is required on the east and west property lines, to allow a landscape buffer of 0'-0" where 15'-0" is required on the south property line, and to allow zero finger islands where 4 are required.

We are anticipating this project will provide additional opportunities for people to work closer to their own homes which would reduce the need for time-consuming commutes. Please consider this request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

VAR-35760
REVISED
11/05/09 PC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

OCT 21 2009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 DEC 18 2009
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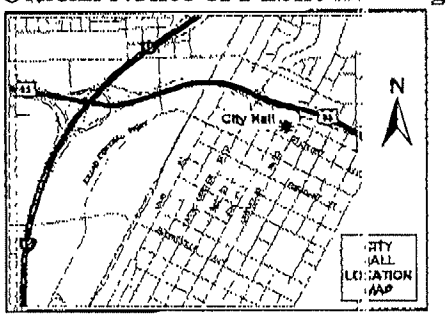

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

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2009 DEC 22 A 8:35
CITY CLERK

NEWBERRY DENNIS W & SHIRLEY S
1124 CAHLAN DR
LAS VEGAS NV 89102-2114

APN#16205510007

JAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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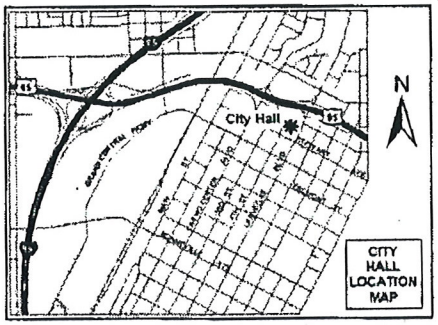

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

RECEIVED CITY CLERK
2009 DEC 21 A 7:38

RENTCHLER JOHN M
RAMAGE DANI LEE RENTCHLER
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

APN#16204101015

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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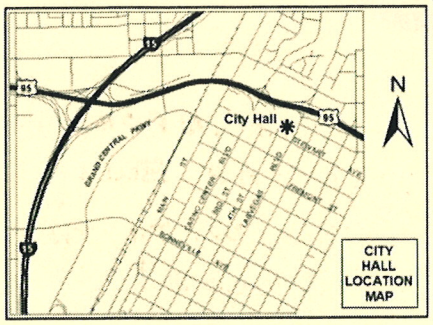

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Please use available blank space on card for your comments.
VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

NOT ENOUGH INFORMATION. WHAT IS THE BUSINESS CONNECTED WITH THE PARKING SPACES?

BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

APN#16205511021

JAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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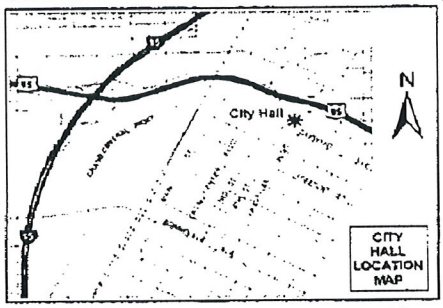

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

This developer should follow the rules.

RECEIVED
CITY CLERK
2009 DEC 21 A 7:38

HUSSEY DANIEL S & KATHRYN
2273 TRAFALGAR CT
HENDERSON NV 89074-5328

APN#16205513015

JAV0511 89074

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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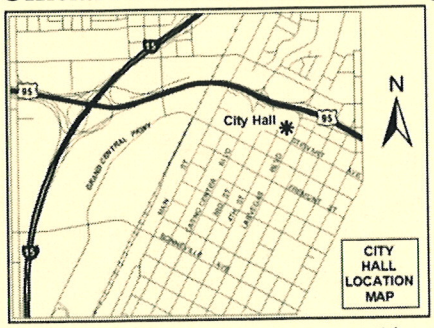

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

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PINJUV F MIKE & BEVERLY A CO-TRS
1132 WESTLUND DR
LAS VEGAS NV 89102-2140

APN#16205513030

JAV0511 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

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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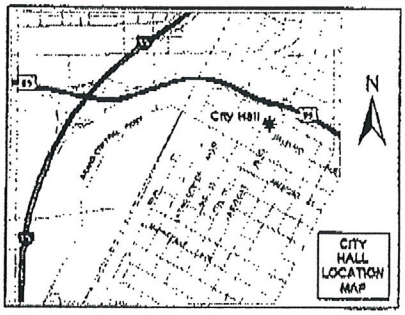

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SEP 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758
16205510025
STOVALL LESLIE M & SARAH S
2705 ASHBY AVE
LAS VEGAS NV 89102-2137

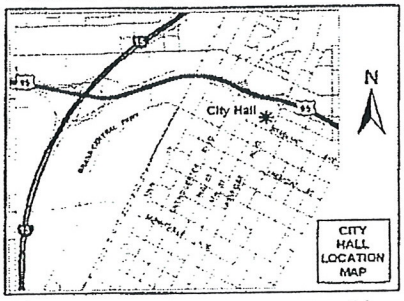
GAV0511 89102

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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SEP 29 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-35758
16205513001
GILLETT FAMILY TRUST
1207 STRONG DR
LAS VEGAS NV 89102-2100

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

GAV0511 89102

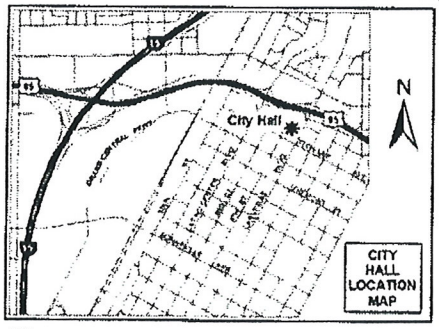
20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

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SEP 29 2009

Case: VAR-35758
16204101015
RENTCHLER JOHN M
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

GAU0511 89102

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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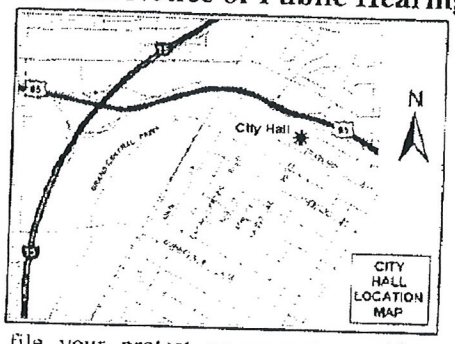
Official Notice of Public Hearing



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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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OCT 01 2009

16205513015 Case: VAR-35758
HUSSEY DANIEL S & KATHRYN
2273 TRAFALGAR CT
HENDERSON NV 89074-5328

GAVDS11 89074

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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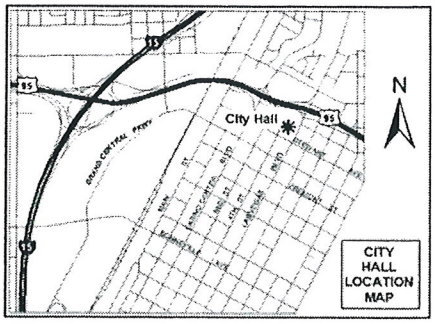

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OCT 01 2009

Too Little Parking

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758

16205513046
MASON DAVID L
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259

GAVOS11 A3102

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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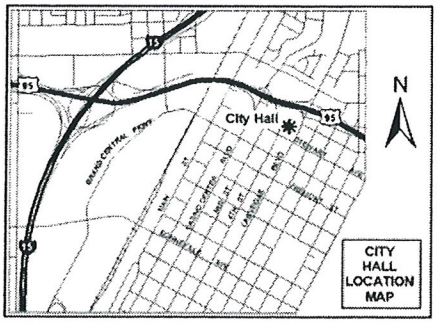

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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OCT 01 2009

Too Little Parking

Case: VAR-35758
16204117003
RANCHO COURTYARD L L C
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259

GAVDS11 89102

20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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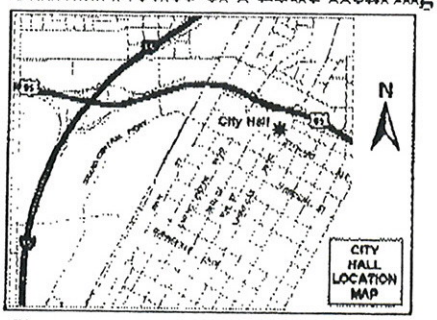
Official Notice of Public Hearing



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☒ I OPPOSE this Request

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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OCT 08 2009

Case: VAR-35758
16205515007
POLLEY MICHAEL S SR & RENEE H
2606 MASON AVE
LAS VEGAS NV 89102-2126

G4VDS11 89102

Submitted after final agenda

Date 10/8/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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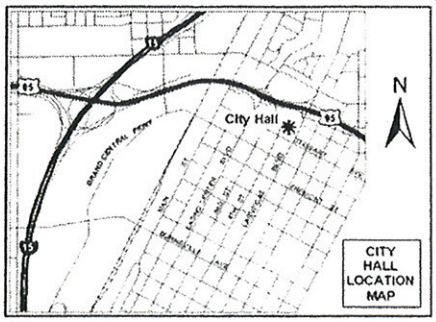

RECEIVED
OCT 07 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758
13932810010
GARCIA MARIO A & ELSA F
824 TROTTER CIR
LAS VEGAS NV 89107-4501

GAVDS11 89107

Submitted after final agenda

Date 10/7/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

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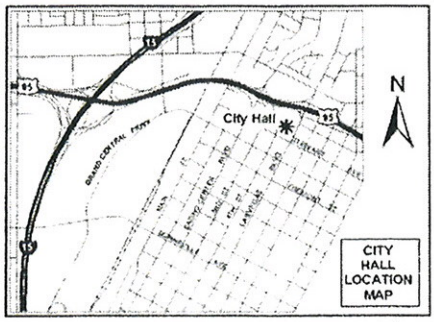
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Also oppose ~~VR~~ 35757 SDR

Case: VAR-35758
13932810022
PALOMINO GARDENS HOMEOWNERS
824 TROTTER CIR
LAS VEGAS NV 89107-4501

GAVOS11 89107

Submitted after final agenda
Date 10/7/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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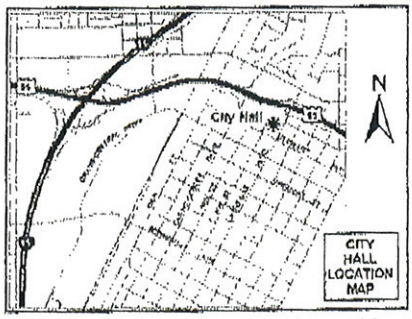

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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OCT 06 2009

Case: VAR-35758

16205513036
MALINOWSKI ROBERT C
1207 WESTLUND DR
LAS VEGAS NV 89102-2142

CAVOS11 89102

Submitted after final agenda

Date 10/6/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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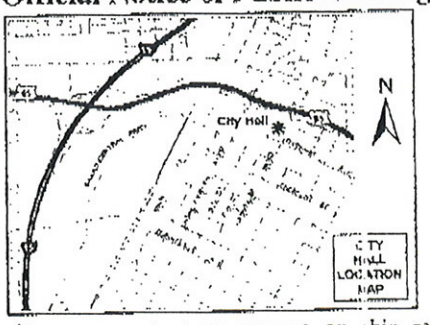

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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OCT 05 2009

Case: VAR-35758
16205510008
NEWBERRY DENNIS W & SHIRLEY S
1124 CAHLAN DR
LAS VEGAS NV 89102-2114

SAVD511 89102

Submitted after final agenda

Date 10/5/09 Item 20P

PAGE

CDC INC

17022569688

34

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218 SEP 24 2009
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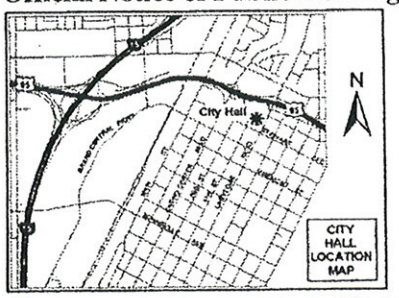

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OCT 05 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

IF LOT COVERAGE WAS AT 30%, PARKING SPACE REDUCTION WOULD NOT BE NEEDED JR

Case: VAR-35758

16205511001
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

GAVDS11 89102

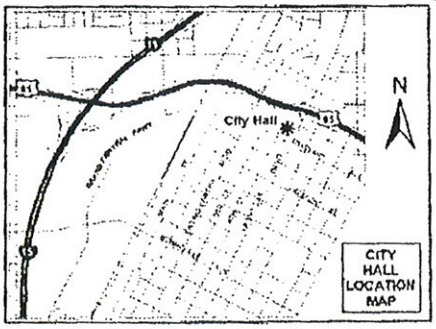
Submitted after final agenda

Date 10/5/09 Item 20P

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

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35758

16205512019
ALLEN CHRISTOPHER S
1125 CAHLAN DR
LAS VEGAS NV 89102-2113

Submitted after final agenda

Date 10/5/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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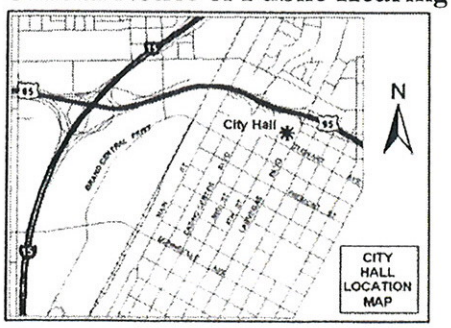
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

NEED MORE INFORMATION — WHAT ARE THE PARKING SPACES ACCOMADATING?

Case: VAR-35758
16205511021
BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

GAVOS11 89102

Submitted after final agenda

Date 10/5/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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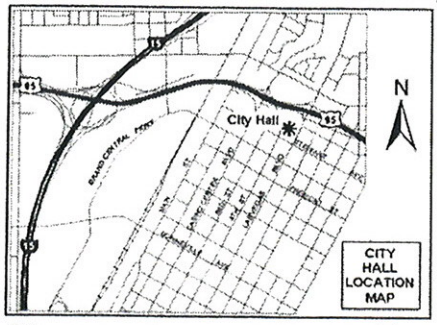

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VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

Case: VAR-35758

16205510026
POTTER GORDON TRUST
2619 ASHBY AVE
LAS VEGAS NV 89102-2101

CAVOS11 4810E

Submitted after final agenda

Date 10/5/09 Item 20P

RECEIVED
OCT 06 2009

To: Counsel Members Marg D

October 6, 2009

My name is Alvy Cook, I live at 1117 Strong Dr, two houses down from 2511 West Charleston on Strong Drive. I strongly object to this variance for the business at 2511 West Charleston. The reason for this objection is because I constantly have people either parked or sitting in their cars in front of my house and the surrounding houses on a daily basis. There has been times I have had to maneuver around cars just to get into my driveway. This business does not have adequate parking the way it is now, and this variance would just make the parking situation worse. We have been trying to get signs for resident parking for approximately a year or so. But it doesn't seem to get done. No one buys a home with the hopes of having complete strangers parked out in front of it on a daily basis.

Not that this has much to do with the variance, but my wife did go to the business to talk to them about this issue, only to be told that before this business moved in the neighborhood, the neighborhood was a ghetto, and we should be happy they moved in. Well ghetto or not we do not want this business to use our house as their parking lot.

Please do not let this variance go through, and if possible please put up signs that would makes the area where there are homes strictly residential parking between 8am and 5pm.

Thank you for you consideration,

Alvy Cook

State of NEVADA
County of CLARK
Appeared and Signed before me on this
06 day of OCTOBER 2009

Notary

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DANE S. HALOVICH
No: 06-107101-1
My Appointment Expires Apr. 4, 2010

VAR 35758 - 35760

Submitted after final agenda

Date 10/6/09 Item 20P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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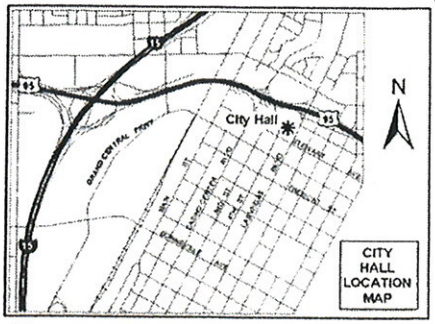

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OCT 05 2009

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Case: VAR-35758
16205511008
BUSTAN FAMILY REVOCABLE LIV TR
18210 SHERMAN WY #213
RESEDA CA 91335-4577

[V] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760
Planning Commission Meeting of 10/8/2009

GAVDS11 91335

Submitted after final agenda

Date 10/5/09 Item 20A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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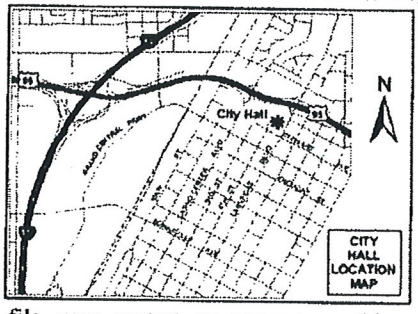

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760

Planning Commission Meeting of 10/8/2009

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SEP 29 2009

Case: VAR-35758

16205511009
STELLAR LIMITED
1200 SAINTSBURY DR
LAS VEGAS NV 89144-1108

CAVDS11 89144

20A

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-35757 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-35758 AND VAR-35760 - PUBLIC HEARING - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST - Request for a PROPOSED 4,999 SQUARE-FOOT OFFICE, OTHER THAN LISTED, WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A FOUR-FOOT BUFFER ALONG THE FRONT PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT BUFFER ALONG THE SOUTH, EAST, AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.33 acres at 2511 West Charleston Boulevard (APN 162-05-511-008), C-D (Designed Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

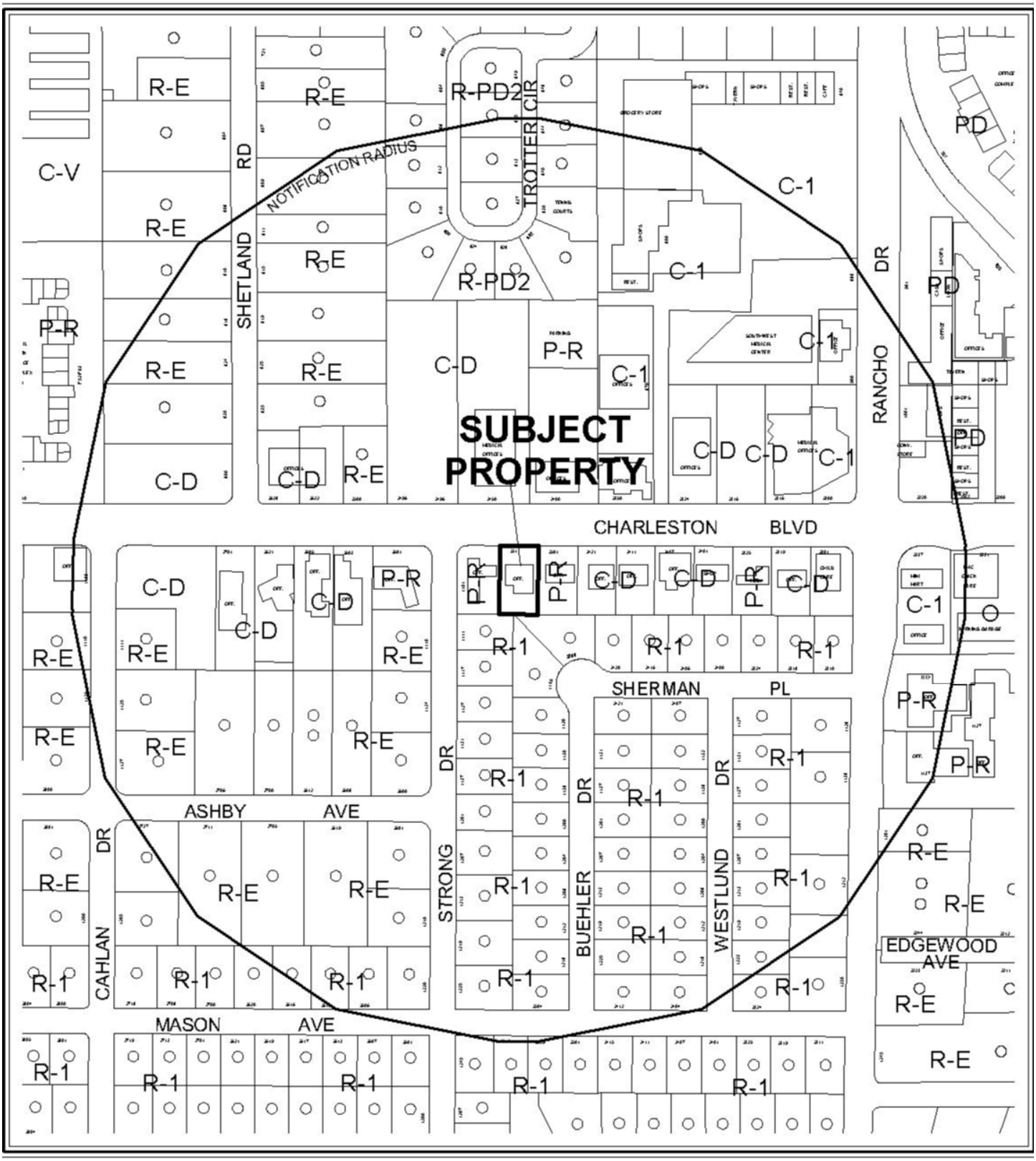
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**16**	**Planning Commission Mtg.**	**2**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the December 3, 2009 Planning Commission Meeting Item 9



0 300 600 Feet

CASE: **SDR-35757**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

0 300 600 Feet

CASE: **SDR-35757**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-35757 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. The south wall shall be raised to a maximum height of 7'-10" with block or screened wrought iron.

2. Conformance to the conditions for Variance (VAR-35758) and Variance (VAR-35760) 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 building elevations date stamped 08/25/09, the floor plan date stamped 09/11/09, and the site plan and landscape plan date stamped, 10/21/09 except as amended by conditions herein.

5. Waivers from Title 19.12.040 are hereby approved, to allow a seven-foot landscape buffer along the north perimeter where 15 feet is the minimum required and a zero-foot landscape buffer along the south, east and west perimeters where eight feet is the minimum required.

6. Exceptions from Title 19.12.040 are hereby approved, to allow zero parking lot landscape islands where four are required and three trees within the landscape buffer along the north perimeter where four trees are required.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Lighting on the exterior of buildings shall be wall pack lighting only, and shall be shielded and 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. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

16. Landscape and maintain all unimproved right-of-way, if any, on Charleston Boulevard adjacent to this site.

17. The pan-style driveways accessing this site from Charleston Boulevard are acceptable as shown on the site plan date stamped October 21, 2009.

18. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility.

19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of an existing 3,880 square foot office building at 2511 West Charleston Boulevard. This is a request for a proposed 4,999 square foot office. The existing 3,880 square foot office building will be demolished and replaced by a 4,999 square foot office. The applicant is requesting Waivers of the Title 19.12.040 Perimeter Landscape Buffer Standards along the north, south, east, and west perimeters. The applicant is also requesting, as part of the review, Exceptions to allow zero parking lot landscape islands where four are required and three trees within the north landscape buffer where four are required. Associated requests have also been submitted for a Variance (VAR-35758) to allow 35% lot coverage where 30% is the maximum allowed and a Variance (VAR-35760) to allow 16 parking spaces where 17 parking spaces are required and 60% of the required on-site parking to be compact parking spaces where 30% is the maximum allowed.

The proposed development will result in a site that is overbuilt, as is evidenced by the requested Waivers and Exceptions as part of the Site Development Plan Review, as well as the associated Variance requests. Furthermore, the elimination of the landscape buffer areas, combined with the elimination of planting materials, is not consistent with Objective 2.2 of the General Plan. Therefore, staff is recommending denial of this request. If this application is denied, the site will remain as a 3,880 square foot office.

Issues

- Approval of a companion Variance (VAR-35758) to allow 35% lot coverage where 30% is the maximum allowed is necessary for this request to be approved.
- Approval of a companion Variance (VAR-35760) to allow 16 parking spaces where 17 are required and 60% of the required on-site parking to be compact parking spaces where 30% is the maximum allowed is necessary for this request to be approved.
- The applicant is requesting a Waiver to allow a seven-foot landscape buffer along the north perimeter where 15 feet is required.
- The applicant is requesting a Waiver to allow a zero-foot landscape buffer along the south, east and west perimeters where eight feet is required.
- The applicant is requesting Exceptions to allow zero parking lot landscape islands where four are required and three trees within the landscape buffer along the north perimeter where four trees are required.
- The elimination of the buffer areas, combined with the elimination of planting materials, is not consistent with Objective 2.2 of the General Plan.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/19/02	The City Council approved a General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office), from R (Rural Density Residential) to DR (Desert Rural Density Residential), from O (Office) to DR (Desert Rural Density Residential) and from L (Low Density Residential) to DR (Desert Rural Density Residential). Planning Commission recommended denial. Staff recommended approval.
05/21/09	A deed was recorded for a change in ownership at 2511 West Charleston Boulevard.
12/03/09	The Planning Commission recommended approval of companion item VAR-35758 and VAR-35760 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #9/gk).
Related Building Permits/Business Licenses	
04/07/99	A business license (Q07-00149) for a Medical Firm was issued at 2511 West Charleston Boulevard. The license was marked out of business on 07/15/09.
10/23/02	A business license (Q07-00148) for a Medical Firm was issued at 2511 West Charleston Boulevard. The license was marked "out of business" on 09/30/08.
Pre-Application Meeting	
08/21/09	The following items were discussed at the pre-application conference: • Meet with Flood Control to determine finished floor elevations, but no drainage study is required. • Waivers of the perimeter landscape buffers will be required. • A Variance is required to allow 15 parking spaces where 17 spaces are required and 60% of the required on-site parking to be compact parking spaces where 30% is the maximum allowed. • A Variance is required to allow 35% lot coverage where 30% is the maximum allowed.
10/07/09	City staff from Planning & Development, Public Works, Traffic, and Fire Departments met with the applicant. The following items were discussed at the meeting: • Site Circulation – It was determined that the previous proposal had inadequate site circulation causing potential traffic hazards at the point of entry and exit. • Staff discussed with the applicant several options to help alleviate these traffic hazards.
Neighborhood Meeting	
A neighborhood meeting was not required for this application, nor was one held.	

Field Check	
09/03/09	A field check was performed by staff at the subject property and found an unoccupied office building. The site was well maintained with the exception of the following: • Dead landscaping in the front yard landscape buffer. • Faded parking lot striping.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office	O (Office)	C-D (Designed Commercial)
North	Medical Offices	O (Office)	C-D (Designed Commercial)
South	Single-Family Residential	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Office	O (Office)	P-R (Professional Office and Parking)
West	Office	O (Office)	P-R (Professional Office and Parking)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District – 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following development standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	90 Feet	N*
Min. Setbacks			
• Front	25 Feet	44 Feet	Y
• Side	10 Feet	12 Feet	Y
• Rear	25 Feet	42 Feet	Y

Max. Lot Coverage	30%	35%	N
Max. Building Height	2 Stories or 35 Feet	20 Feet	Y
Trash Enclosure	Y	Curb-Side Pick-up	Y

**The subject site is nonconforming for required lot width.*

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	60 Feet	60.5 Feet	Y
Adjacent development matching setback	15 Feet	42 Feet	Y

Pursuant to Title 19.12.040, the following landscape standards shall apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree / 6 Spaces	3 Trees	Zero Trees	N
Buffer: Min. Trees				
• Rear	1 Tree / 20 Linear Feet	5 Trees	Zero Trees	N
• Front/Sides	1 Tree / 30 Linear Feet	22 Trees	3 Trees	N
TOTAL		30 Trees	3 Trees	N
Min. Zone Width				
• Front	15 Feet		7 Feet	N
• Sides	8 Feet		Zero Feet	N
• Rear	8 Feet		Zero Feet	N
Wall Height	6-8 Feet, Adjacent to Residential		6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	4,999 SF	1:300	16	1	15	1	
Total			17		16		N
Compact Spaces			5		9		N
Percent Deviation			30%		60%		

Waivers		
Requirement	**Request**	**Staff Recommendation**
15 Feet	A seven-foot landscape buffer along the north perimeter.	Denial
8 Feet	A zero-foot landscape buffer along the south, east and west perimeters.	Denial

Exceptions		
Requirement	**Request**	**Staff Recommendation**
4 Trees	Three trees within the landscape buffer along the north perimeter.	Denial
Four parking lot landscape islands	Zero parking lot landscape islands	Denial

ANALYSIS

The site, as proposed is deficient in the required parking, lot coverage, and landscaping. Per Title 19.04, an Office, Other than Listed requires one space per 300 square feet of gross floor area, resulting in the need for 17 spaces, one of which is required to be handicap accessible. Per Title 19.10, a minimum of 70% of the parking spaces shall be standard size and up to 30% may be designed as compact parking spaces. The site plan depicts a total of 16 spaces, including one handicap accessible space, which is a 6% deviation from standard. The site plan also depicts 60% of the required on-site parking designed as compact parking spaces, which is a 30% deviation from standard. A companion Variance (VAR-35760) has been submitted to address these issues.

Per Title 19.08, lot coverage may be up to a maximum of 30% of the net lot area. The site plan depicts a total lot coverage area of 35%, which is a 5% deviation from standard. A companion Variance (VAR-35758) has been submitted to address this issue.

Per Title 19.12, a perimeter landscape buffer of 15 feet must be provided adjacent to all street right-of-way and buffers of eight feet shall be provided on interior property lines. The site plan depicts a seven-foot landscape buffer along the street right-of-way, which is an 11-foot deviation from standard and a zero-foot landscape buffer along the south, east and west property lines, which is an eight-foot deviation from standard. The applicant is also requesting, as part of the review, Exceptions to allow three trees within the landscape buffer along the north perimeter and zero parking lot landscape islands where four are required.

The overall site is accessed from Charleston Boulevard. This street is indicated as a 100-foot Primary Arterial on the Master Plan of Streets and Highways. The overall circulation of the site is adequate. Rather than provide a trash enclosure pursuant to Title 19.08, the applicant is proposing to continue with curb side pick-up of trash and has provided an approval letter from Republic Services to this effect. However, pursuant to Title 9.08.100 (D), for a commercial or industrial premises, "it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises." In addition, pursuant to NRS 484.373(2), "A person shall not bring a vehicle to a complete stop upon a roadway so as to impede or block the normal and reasonable movement of traffic unless the stop is necessary for safe operation or in compliance with law." At the subject site, Charleston Boulevard consists of six driving lanes in either direction, with no parking lane that would allow a service vehicle to stop without impeding traffic.

Staff cannot support the Waiver and Exception requests or the requests for the companion Variances (VAR-35760) and (VAR-35758) as the 6% reduction in required parking, 30% deviation from the maximum number of compact parking spaces allowed, 5% excess of lot coverage, and deficient landscaping denotes that the site is being overbuilt. Furthermore, the elimination of the buffer areas, combined with the elimination of planting materials, is not consistent with Objective 2.2 of the General Plan, which is "to ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use, or non-residential land uses by mitigating adverse impacts where feasible." The buffer areas are intended to provide mitigation for adverse visual and aural impacts on the adjacent residential properties. Staff is recommending denial of these requests.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with the adjacent residential development to the south, in that the landscape buffer areas required to mitigate the adverse visual and aural impacts of the commercial site will not be provided.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The proposed development is not consistent with Objective 2.2 of the General Plan and does not comply with Title 19.08.050 Commercial Development Standards and Title 19.12.040 Landscaping standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed by two existing driveways to Charleston Boulevard, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways, and will have no impact on adjacent neighborhood traffic as there is no direct access from the site into the adjacent residential neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials are appropriate for the area and for the city. Landscape materials, as conditioned, are appropriate for the area and the city.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed single-story structure is compatible with the development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 and amended condition #12 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 152 by City Clerk

APPROVALS 2

PROTESTS 16

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-35757. APN: 162-05-511-008

Name of Property Owner: Bustan Family Revocable Liv Tr and Bustan David TRS

Name of Applicant: David Bustan

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: David Bustan

Print Name: David Bustan

Subscribed and sworn before me

This 11 day of August, 2009

_____

Notary Public in and for said County and State

JESUS RODRIGUEZ
Commission # 1626107
Notary Public - California
Los Angeles County
My Comm. Expires Dec 7, 2009

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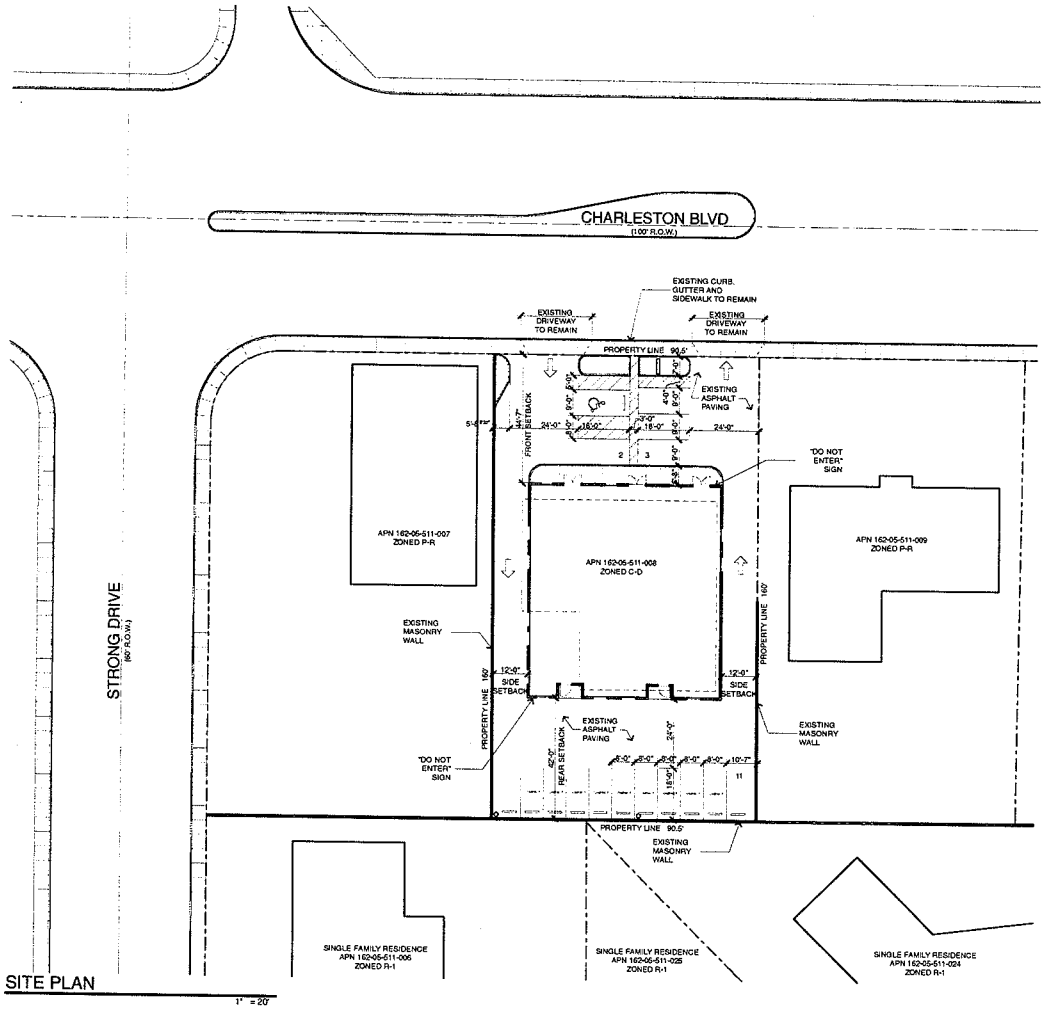
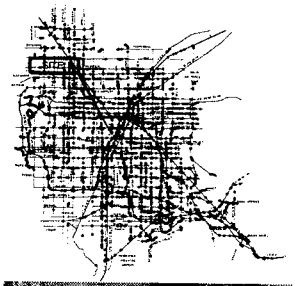
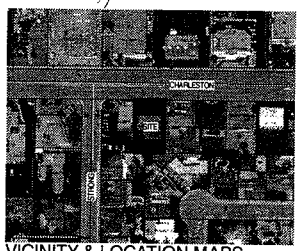


SITE PLAN

1" = 20'





VICINITY & LOCATION MAPS

Site and Project Information

SITE DATA

PARCEL NUMBER	162-05-511-008
JURISDICTION	CITY OF LAS VEGAS - 89102
EXISTING GENERAL PLAN	"O" OFFICE
EXISTING ZONING	C-D
PROPOSED USE	OFFICE
SITE AREA	14,374 NSF .33 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	20'-0"	44'-7"
INTERIOR SIDE	10'-0"	12'-0"
REAR	25'-0"	42'-0"

MAX HEIGHT	20'-0"
ACTUAL HEIGHT	20'-0"
LOT COVERAGE ALLOWED	30%
ACTUAL LOT COVERAGE	(VARIANCE REQUESTED) 34.8%

BUILDING INFORMATION

CODE	2006 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	5B
OCCUPANCY	B
FIRE SPRINKLERS PROVIDED	NO
BUILDING AREAS:	
OFFICE	4,999 SF

PARKING AREA

	REQUIRED PARKING	PROVIDED
BUILDING AREA OFFICE	4,999 SF @ 1:300 = 17	
STANDARD PARKING SPACES PROVIDED		6
COMPACT PARKING SPACES PROVIDED		(60% VARIANCE REQUESTED) 9
HANDICAPPED SPACES PROVIDED		1
TOTAL PARKING		(5.88% VARIANCE REQUESTED) 16
LOADING ZONE (25' X 10')		NONE

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0' 10' 20' 40'

2511 W. Charleston
Site Development Review
2511 W. Charleston
Las Vegas, Nevada 89102

SDR-35757
REVISED
11/05/09 PC

OCT 21 2009

City of Las Vegas SDR Submittal	08.25.09
City of Las Vegas SDR Submittal (Rev.)	09.09.09
City of Las Vegas SDR Submittal (Rev.)	10.09.09
City of Las Vegas SDR Submittal (Rev.)	10.20.09

SITE PLAN

AS100

09.062 2511 W. Charleston

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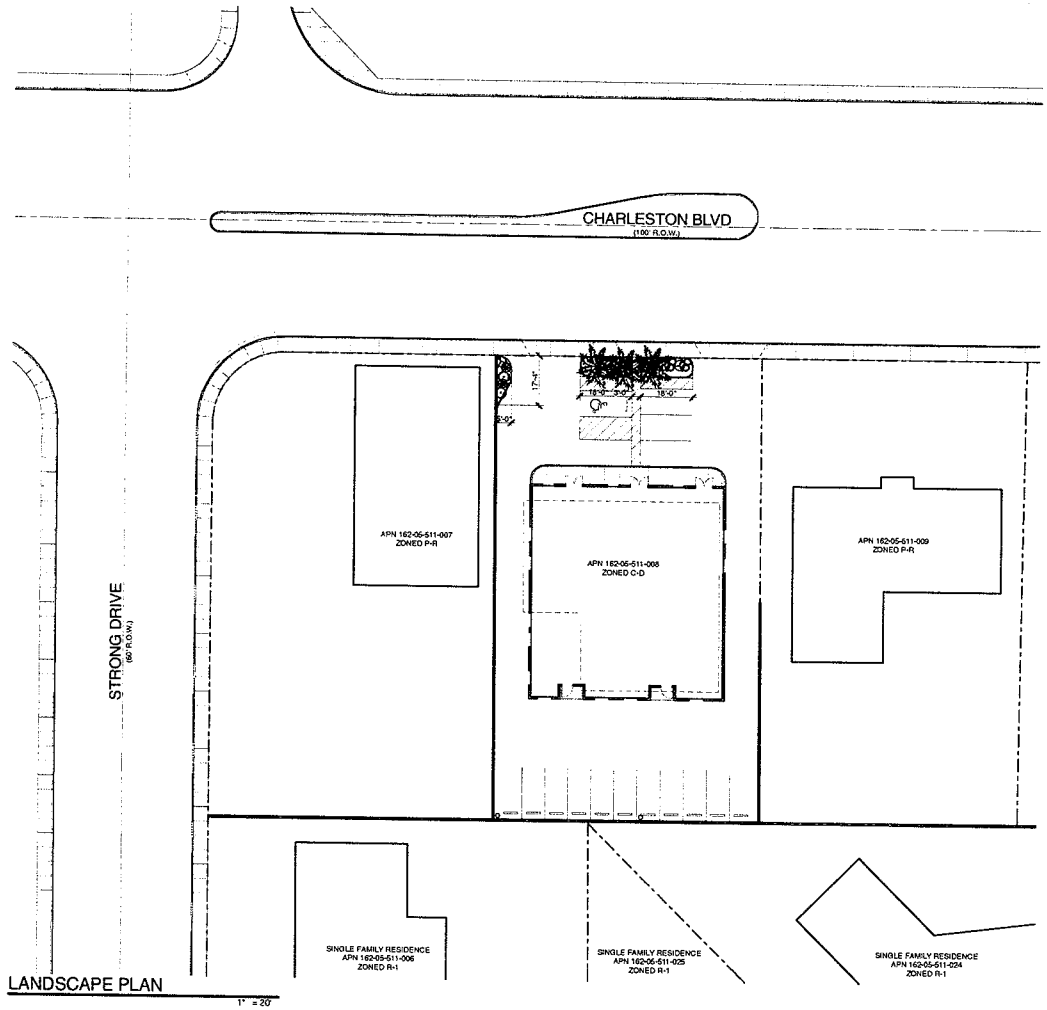

LANDSCAPE PLAN

1" = 20'

LANDSCAPE SCHEDULE			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	CALIFORNIA FAN PALM	washingtonia filifera	25' HIGH
SHRUBS			
	YELLOW BIRD OF PARADISE	caesalpinia gilliesii	5 GAL
	RED BIRD OF PARADISE	caesalpinia pulcherrima	5 GAL
	DESSERT CASSIA	cassia nemophila	5 GAL
GRASSES			
	DEER GRASS	muhlenbergia rigens	5 GAL

LANDSCAPE BUFFERS		
	REQUIRED	PROVIDED
FRONT	15'-0"	4'-0"
INTERIOR SIDE	8'-0"	0'-0"
REAR	15'-0"	0'-0"

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0' 10' 20' 40' SCALE

2511 W. Charleston
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Las Vegas, Nevada 89102

SDR-35757
REVISED
11/05/09 PC

OCT 21 2009

City of Las Vegas SDR Submittal	08.25.09
City of Las Vegas SDR Submittal (Rev.)	10.09.09
City of Las Vegas SDR Submittal (Rev.)	10.20.09

PLANTING PLAN

L100

09.062 2511 W. Charleston

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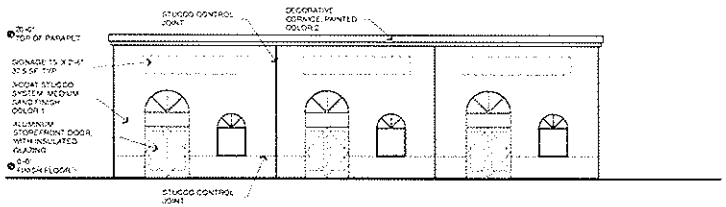
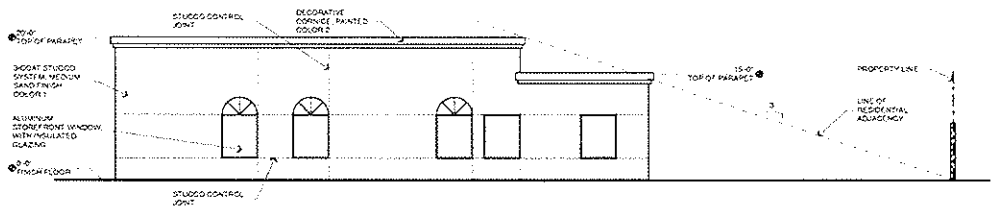
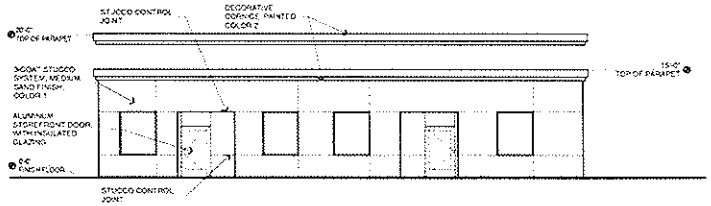


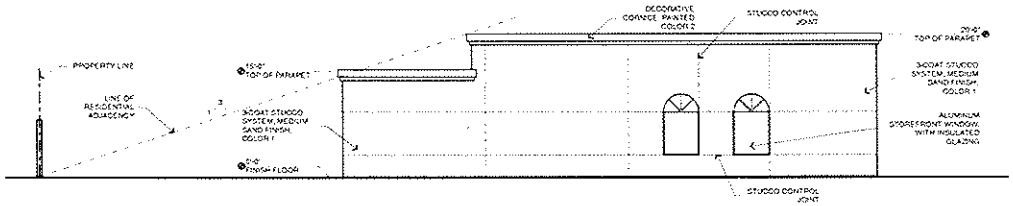
B1 NORTH ELEVATION



B3 WEST ELEVATION



D1 SOUTH ELEVATION



D3 EAST ELEVATION

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VAR-35758 VAR-35760
SDR-35757 10/08/09 PC

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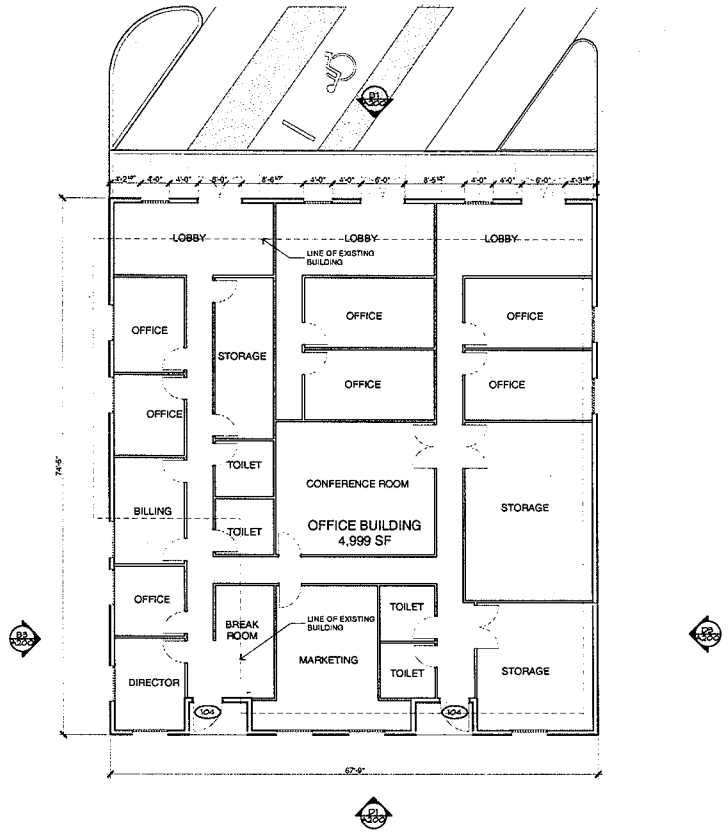
BUILDING ELEVATIONS

A200



FLOOR PLAN

1/8" = 1'-0"

SDR-35757 10/08/09 PC

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Las Vegas, Nevada 89102

City of Las Vegas SDR Submittal 08.25.09
City of Las Vegas SDR Submittal (Rev.) 09.10.09

FLOOR PLAN

A100

09.062 2511 W. Charleston

SEP 11 2009

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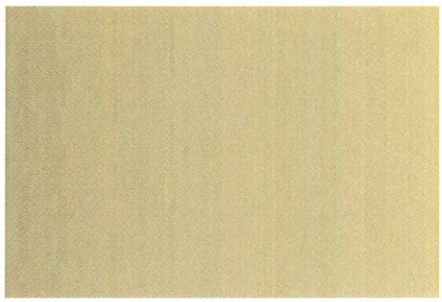
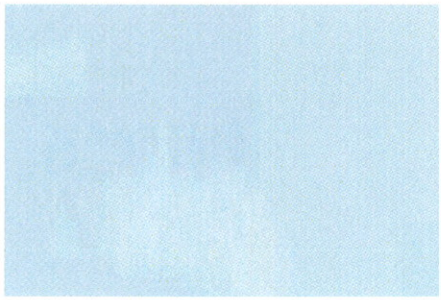


Paint 2



Glazing

Aluminum Storefront Framing

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2511 W. Charleston

8.25.09

Site Development Review

2511 W. Charleston
Las vegas, Nevada 89102

VAR-35758 VAR-35760
SDR-35757 10/08/09 PC

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AUG 25

SDR 35757				
Bustan Family Revocable Living Trust				
2511 W. Charleston Blvd.				
Proposed 1.1 thousand square foot addition to an existing office.				
Traffic produced by proposed development:				
Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	3.9	11.01	43
AM Peak Hour			1.55	6
PM Peak Hour			1.49	6
(heaviest 60 minutes)				
Proposed Addition	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.1	11.01	12
AM Peak Hour			1.55	2
PM Peak Hour			1.49	2
(heaviest 60 minutes)				
Net Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	5.0	11.01	55
AM Peak Hour			1.55	8
PM Peak Hour			1.49	8
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Charleston Blvd.				
Average Daily Traffic (ADT)	45,079			
PM Peak Hour	3606			
(heaviest 60 minutes)				
Rancho Dr.				
Average Daily Traffic (ADT)	32,469			
PM Peak Hour	2,597			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets				
	Adjacent street ADT			
	Capacity			
Charleston Blvd.	49210			
Rancho Dr.	34500			

This project will add approximately 12 trips per day on Charleston Blvd. and Rancho Dr. This will increase the existing volumes by less than 1 percent on both of these streets. Charleston is at about 92 percent of capacity and Rancho is at about 94 percent of capacity.				
Based on Peak Hour use, this development will add roughly 2 additional cars into the area; which works out to about 1 every 30 minutes.				
Note that this report assumes all traffic from this development uses all named streets.				

SDR-35757 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

SDR-35757 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

SDR-35757 - APPLICANT/OWNER: BUSTAN FAMILY REVOCABLE LIVING TRUST
2511 WEST CHARLESTON BOULEVARD
DECEMBER 3, 2009 PLANNING COMMISSION

09/03/09

APTUS Architecture

October 20, 2009

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, Nevada 89101

RE: **APN: 162-05-511-008**
A. Site Development Review
B. Parking Variance
C. Lot Coverage Variance
D. Landscape Waivers

To Whom it May Concern:

We respectfully submit this request for the aforementioned applications on behalf of our client, David Bustan, for the property located at 2511 W. Charleston. The intended use for the property is as a "Business Office" for Home Health Agency. No patients will be at this location, The current General Plan designation for this parcel is "Office (O)" and zoning designation of "C-D".

We would like to request a Site Development Review for this project. The owner is planning to make improvements by creating a 4,999 square foot structure used for leasable office area for a home health agency. The building will be Type 5-B construction with stucco system exterior finish. The site is accessed from two existing pan style driveways along Charleston. The owner is requesting that these driveways remain.

We are also requesting a variance of the commercial development standards to allow fifteen (16) parking spaces where seventeen (17) parking spaces are required due to the site configuration and circulation. We are also requesting 60% compact space, where 30% is allowed. These properties along Charleston were formerly residential lots and are very small and narrow. To get the visibility needed for the building, parking has been placed in front and at the rear of the site. Also, the site has been designed with safety in mind allowing employees to circulate around the building via one-way drives.

A variance of Title 19 Section 19.08.050.C Table 1 to allow 34.8% lot coverage where 30% is the maximum is also being requested due to the size and configuration of the site.

In addition, we are requesting the following landscape waivers: To allow a landscape buffer of 6'-0" where 15'-0" is required adjacent to the right of way, to allow a landscape buffer of 0'-0" where 8'-0" is required on the east and west property lines, to allow a landscape buffer of 0'-0" where 15'-0" is required on the south property line, and to allow zero finger islands where 4 are required.

We are anticipating this project will provide additional opportunities for people to work closer to their own homes which would reduce the need for time-consuming commutes. Please consider this request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

SDR-35757
REVISED
11/05/09 PC

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

OCT 21 2009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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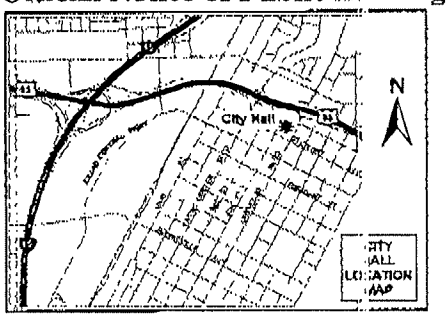

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

RECEIVED
2009 DEC 22 A 8:35
CITY CLERK

NEWBERRY DENNIS W & SHIRLEY S
1124 CAHLAN DR
LAS VEGAS NV 89102-2114

APN#16205510007

JAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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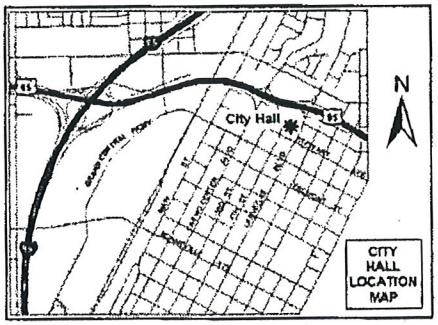

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

RECEIVED CITY CLERK
2009 DEC 21 A 7:38

RENTCHLER JOHN M
RAMAGE DANI LEE RENTCHLER
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

APN#16204101015

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2009 DEC 22 A 11:25

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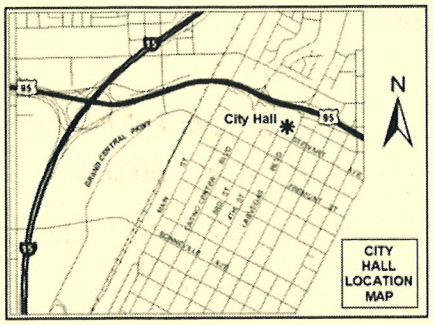

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

NOT ENOUGH INFORMATION. WHAT IS THE BUSINESS CONNECTED WITH THE PARKING SPACES?

BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

APN#16205511021

JAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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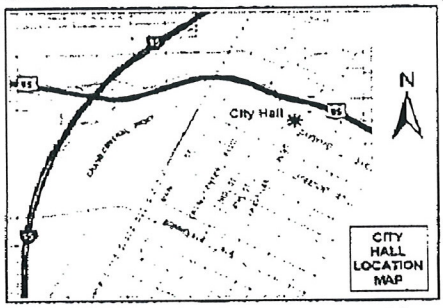
Official Notice of Public Hearing



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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

This developer should follow the rules.

RECEIVED
CITY CLERK
2009 DEC 21 A 7:38

HUSSEY DANIEL S & KATHRYN
2273 TRAFALGAR CT
HENDERSON NV 89074-5328

APN#16205513015

JAV0511 89074

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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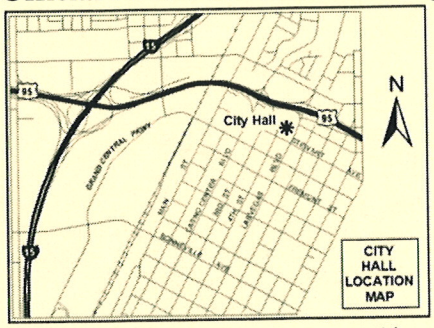

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VAR-35758 & VAR-35760 & SDR-35757
City Council Meeting of 1/6/2010

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CITY CLERK
2009 DEC 22 A 11:26

PINJUV F MIKE & BEVERLY A CO-TRS
1132 WESTLUND DR
LAS VEGAS NV 89102-2140

APN#16205513030

JAV0511 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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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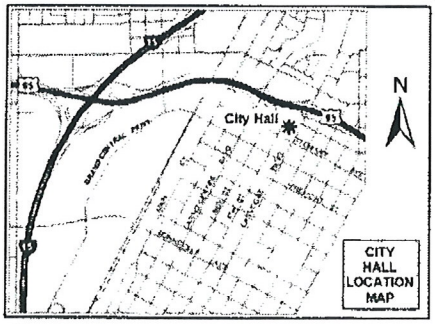
Return Service Requested
Official Notice of Public Hearing



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SEP 29 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

Case: SDR-35757
16204101015
RENTCHLER JOHN M
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

GAVOS11 89102

21P

PAGE 01
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09/28/2009 01:48

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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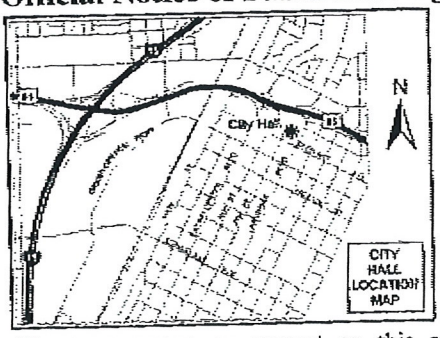
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

They are Always using my parking in front of House.
They Do not Get Along with Home owners!

GAVIDS11 89102

RECEIVED
SEP 29 2009

Case: SDR-35757

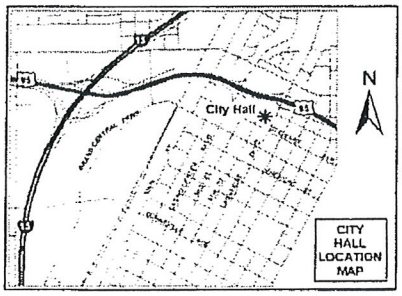
16205511005
COOK ALVY F
1117 STRONG DR
LAS VEGAS NV 89102-2133

21P

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.

SDR-35757

Planning Commission Meeting of 10/8/2009

Case: SDR-35757
16205513001
GILLETT FAMILY TRUST
1207 STRONG DR
LAS VEGAS NV 89102-2100

GAVDS11 89102

21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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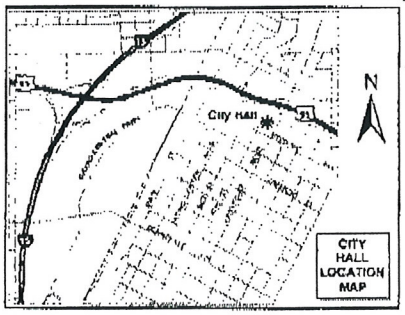

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-35757

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 29 2009

Case: SDR-35757
16205510025
STOVALL LESLIE M & SARAH S
2705 ASHBY AVE
LAS VEGAS NV 89102-2137

GAU0511 A9102

21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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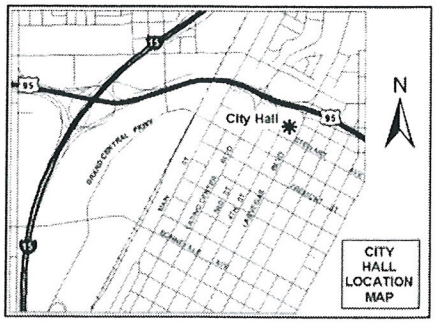

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OCT 01 2009

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Too Little Parking

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

Case: SDR-35757
16204117003
RANCHO COURTYARD L L C
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259

GAVDS11 89102

21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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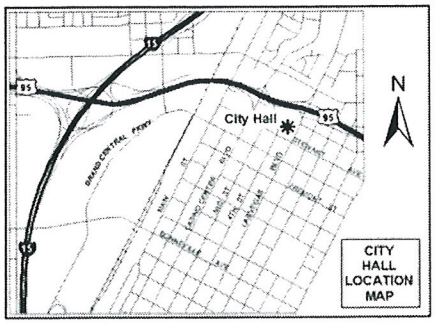

Too Little Parkings

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OCT 01 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757
Planning Commission Meeting of 10/8/2009

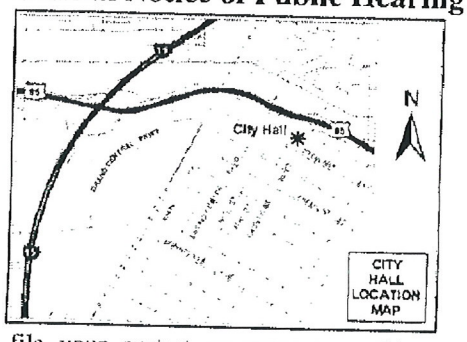
Case: SDR-35757
16205513046
MASON DAVID L
1137 SO RANCHO DR #120
LAS VEGAS NV 89102-2259

CAVOS11 89102

21P

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



This developer should follow the law & not overbuild our neighborhood.

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-35757

Planning Commission Meeting of 10/8/2009

16205513015 Case: SDR-35757
HUSSEY DANIEL S & KATHRYN
2273 TRAFALGAR CT
HENDERSON NV 89074-5328

GAVDS11 89074

21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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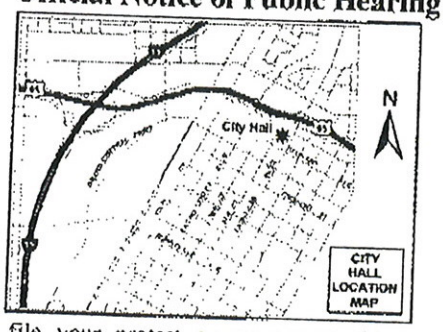

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OCT 08 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

16205515007 Case: SDR-35757
POLLEY MICHAEL S SR & RENEE H
2606 MASON AVE
LAS VEGAS NV 89102-2126

G4UDS11 89102

Submitted after final agenda

Date 10/8/09 Item 21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

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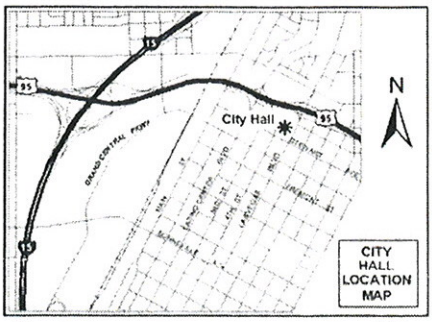
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 07 2009

Case: SDR-35757

16205512019
ALLEN CHRISTOPHER S
1125 CAHLAN DR
LAS VEGAS NV 89102-2113

CAVDS11 89102

Submitted after final agenda

Date 10/7/09 Item 21P

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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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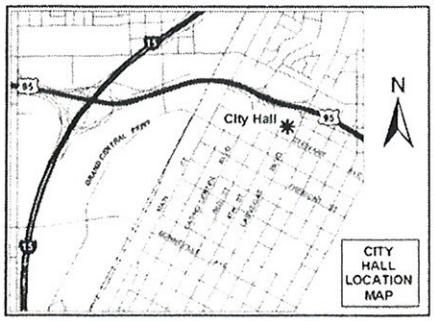
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101



RECEIVED
OCT 07 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

Case: SDR-35757
13932810010
GARCIA MARIO A & ELSA F
824 TROTTER CIR
LAS VEGAS NV 89107-4501

CAVDS11 89107

Submitted after final agenda

Date 10/7/09 Item 21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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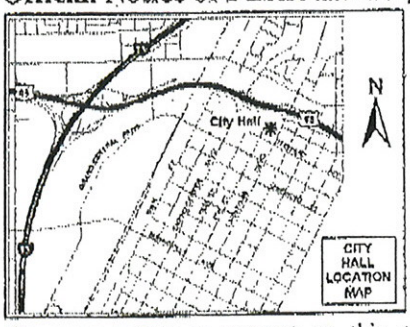
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

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OCT 06 2009

Case: SDR-35757

16205513036
MALINOWSKI ROBERT C
1207 WESTLUND DR
LAS VEGAS NV 89102-2142

CAUSE11 2810E

Submitted after final agenda

Date 10/6/09 Item 21P

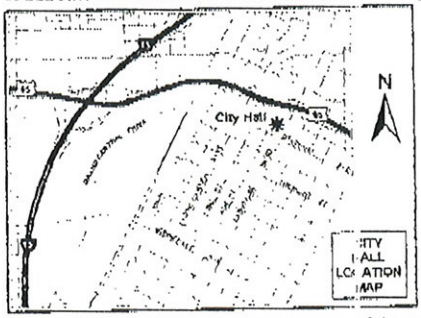
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 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.

SDR-35757
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: SDR-35757
16205510008
NEWBERRY DENNIS W & SHIRLEY S
1124 CAHLAN DR
LAS VEGAS NV 89102-2114

GAVDS11 89102

Submitted after final agenda

Date 10/5/09 Item 21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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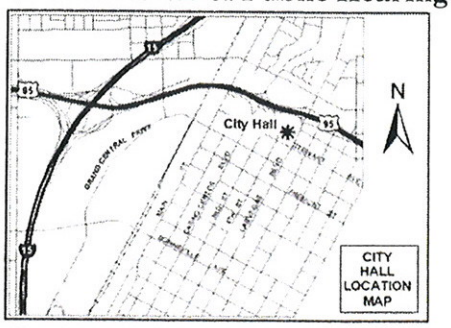

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☒ I OPPOSE this Request

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SDR-35757

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: SDR-35757
16205510026
POTTER GORDON TRUST
2619 ASHBY AVE
LAS VEGAS NV 89102-2101

GAVDE11 89102

Submitted after final agenda
Date 10/5/09 Item 21P

PAGE

CDC INC

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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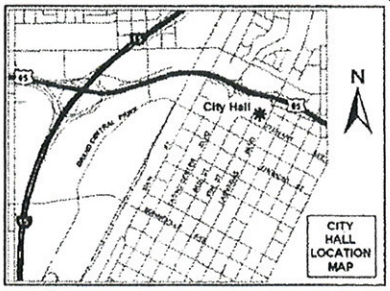

RECEIVED
OCT 05 2009

MAINTAIN SOUTH BUFFER BETWEEN THE RESIDENCE OR PAY TO RAISE WALL HEIGHT
JR

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757
Planning Commission Meeting of 10/8/2009

Case: SDR-35757
16205511001
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100

GAV0511 89102

1702256968 34

Submitted after final agenda

Date 10/5/09 Item 21P

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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OCT 05 2009

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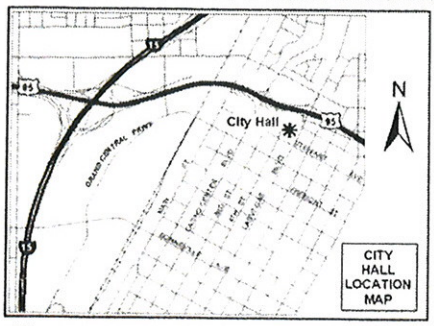
Official Notice of Public Hearing



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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

Case: SDR-35757
16205511021
BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

GAV0811 89102

Submitted after final agenda

Date 10/5/09 Item 21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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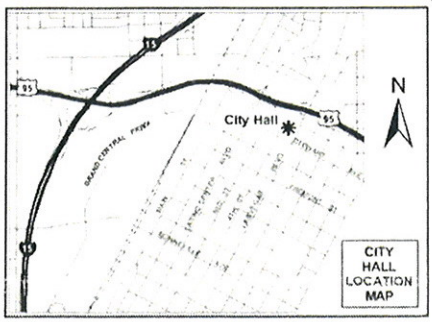
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 29 2009

Case: SDR-35757
16205511024
WONG JULIANE R
2500 SHERMAN PL
LAS VEGAS NV 89102-2151

CAVDE11 A810E

Submitted after final agenda
Date 10/29/09 Item 34 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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PITNEY BOWES
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SEP 24 2009
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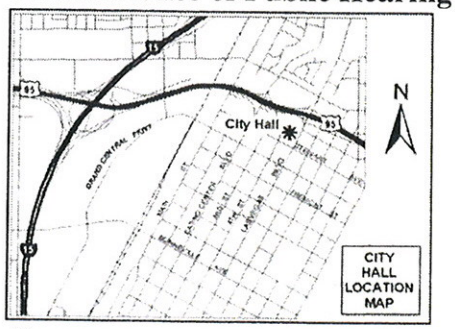

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OCT 05 2009

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[✓] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

Case: SDR-35757
16205511008
BUSTAN FAMILY REVOCABLE LIV TR
18210 SHERMAN WY #213
RESEDA CA 91335-4577

CAVDS11 91335

Submitted after final agenda

Date 10/5/09 Item 21A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
SEP 24 2009
MAILED FROM ZIP CODE 89101

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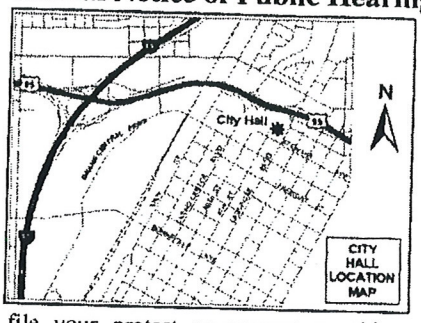
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-35757

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 29 2009

16205511009
STELLAR LIMITED
1200 SAINTSBURY DR
LAS VEGAS NV 89144-1108

Case: SDR-35757

GAVDS11 89144

21A

FROM Desert Valley Medical Group

MON/SEP 28 2009 12:20/ST. 12:18/NO. 7026010714 P 1

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 3, 2010

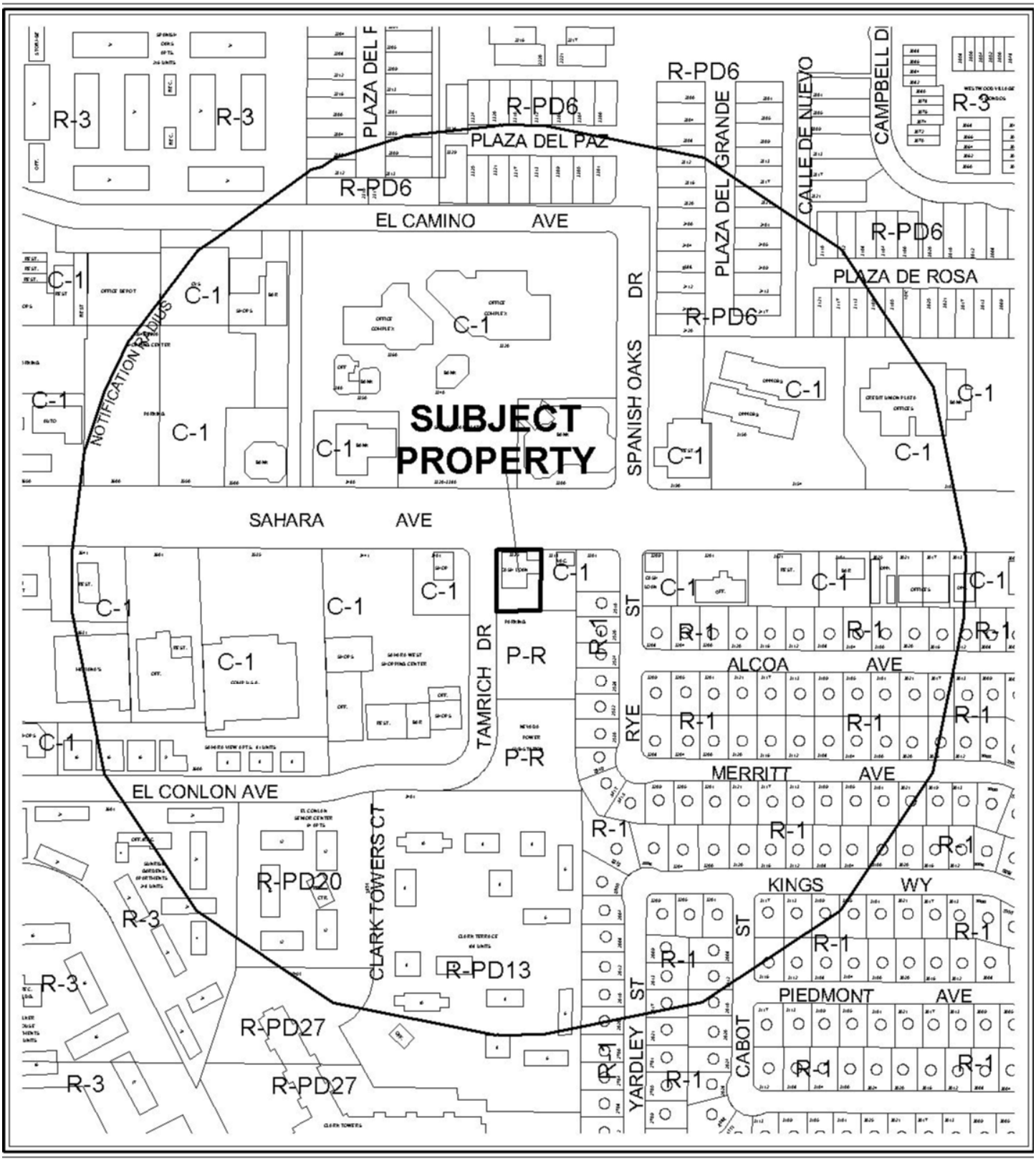
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36588 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST – Appeal from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 3,288 SQUARE-FOOT BAILBOND SERVICE at 3325 West Sahara Avenue (APN 162-08-103-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**5**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by Paul J. Adras, Esq.
7. Protest/Support Postcards



0 300 600 Feet

CASE: **SUP-36588**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-36588**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-36588 - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a 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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a Bailbond Service within an existing 3,288 square-foot vacant building at 3325 West Sahara Avenue. The Bailbond Service is not an appropriate or compatible use in this area, approximately 80 feet to the east of a single-family residential subdivision. This use would be more appropriately located in proximity to the Office Core District in the Downtown Centennial Plan area, where judicial and correctional facilities are located. Therefore, staff is recommending denial of the subject application. If this application is denied, the proposed Bailbond use cannot be located at the subject site, nor can a business license be obtained for the use at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/28/88	A deed was recorded for a change in ownership at 3325 West Sahara Avenue.
12/17/09	The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #24/gk).
Related Building Permits/Business Licenses	
07/09/02	The Planning & Development Department approved a building permit (541186) for a monument sign at 3325 West Sahara Avenue. The permit received final approval on 08/20/02.
06/14/04	A business license (F02-00271) was issued for a cash loan business at 3325 West Sahara Avenue. The license was marked out of business on 07/14/09.
Pre-Application Meeting	
09/30/09	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	A field check was completed on the indicated date. The following items were observed by Planning and Development staff. • Staff observed a well maintained, vacant building.

Details of Application Request	
Site Area	
Net Acres	0.35

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Parking Lot	SC (Service Commercial)	P-R (Professional Office and Parking)
East	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Automobile Rental	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – 200 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Previous Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Finance Institution, Specified	3,288 S.F.	1:250	13	1	9	2	
TOTAL			14		11		
Proposed Parking Requirement							
Bailbond	3,288 S.F.	1:300	10	1	9	1	
TOTAL			11		10		N*

**The subject site is parking impaired, per Title 19.10.*

ANALYSIS

The applicant is proposing to establish a Bailbond Service use within an existing 3,288 square-foot vacant retail/office building. The use will operate seven days a week, 24 hours a day. The site is a parking impaired development per Title 19.10.010(C). The previous use at 3325 West Sahara Avenue was a Financial Institution, Specified, which required 14 parking spaces and provided 11 parking spaces. The proposed Bailbond Service use requires 11 parking spaces. However, to provide a van accessible handicap space as required by current Title 19.10 standards, the applicant must eliminate one parking stall for an additional access aisle. The parking requirment for a Bailbond Service use will not increase the parking impairment of the site.

The Bailbond Service is not an appropriate or compatible use, as it is located close to single-family residences on the east of the subject site. The use fails to comply with Objective 2.2 of the Las Vegas Master Plan 2020. Objective 2.2 seeks compatibility between low density residential land uses within mature neighborhoods to exist in close proximity to non-residential land uses, by incorporating appropriate design or buffer elements to mitigate adverse visual, audible or aesthetic impacts. The proposal for a Bailbond use operated 24-hours per day close to residentially zoned properties will not mitigate these adverse impacts, but rather increase them. The use would be more appropriately located in proximity to the Office Core District in the Downtown Centennial Plan area, where judicial and correctional facilities are located. The addition of a Bailbond Service use will negatively affect the existing adjacent land uses; therefore, staff is recommending denial of this Special Use Permit 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 use is compatible with the SC (Service Commercial) General Plan designation and is located within an existing retail/office building. However, the use cannot be conducted in a manner that is harmonious and compatible with the surrounding residential uses to the east of the subject property.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Bailbond Service use will be located in an existing retail/office building, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is accessed by Sahara Avenue, which is designated as a 100-Foot Primary Arterial by the Master Plan of Streets and Highways, and Tamrich Drive, a 60-Foot Collector street. The streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed Bailbond Service use fails to comply with Objective 2.2 of the Las Vegas Master Plan 2020. Objective 2.2 seeks compatibility between low density residential land uses within mature neighborhoods to exist in close proximity to non-residential land uses, by incorporating appropriate design or buffer elements to mitigate adverse visual, audible or aesthetic impacts. The proposal for a Bailbond use operated 24-hours per day close to residentially zoned properties will not mitigate these adverse impacts, but rather increase them.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Bailbond Service use complies with the conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 164 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 3325 W. Sahara

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-08-103-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .37 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jack and Maxine Cason Family Trust **Contact** Jack Cason

Address 2200 S. Highland Dr. **Phone:** 382-5866 **Fax:** 898-4308

City LV **State** NV **Zip** 89102

E-mail Address Ropfer@ccim.net

APPLICANT Jasen Rensbeck **Contact** _____

Address 726 Casino Ctr #210 **Phone:** 505-0569 **Fax:** 434-3332

City LV **State** NV **Zip** 89101

E-mail Address Vegasbail@earthlink.net

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Jack Cason

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jack Cason

Subscribed and sworn before me

This 28TH day of October, 2009

Carol J. Shivers

Notary Public in and for said County and State

CAROL J. SHIVERS
Notary Public State of Nevada
No. 92-3850-1
My appt. exp. July 23, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-36588
Meeting Date:	12/17/09
Total Fee:	1080 00
Date Accepted:	11/4/09
Accepted By:	MREX

*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

Case Number: **SUP-36588** APN: 162-08-103-001

Name of Property Owner: Jack and Maxine Cason Family Trust

Name of Applicant: Jason Reusbeck

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Jack Cason

Print Name: Jack Cason

Subscribed and sworn before me

This 28TH day of October, 2009

Carol J. Shivers

Notary Public in and for said County and State

CAROL J. SHIVERS
Notary Public State of Nevada
No. 92-3850-1
My appt. exp. July 23, 2012

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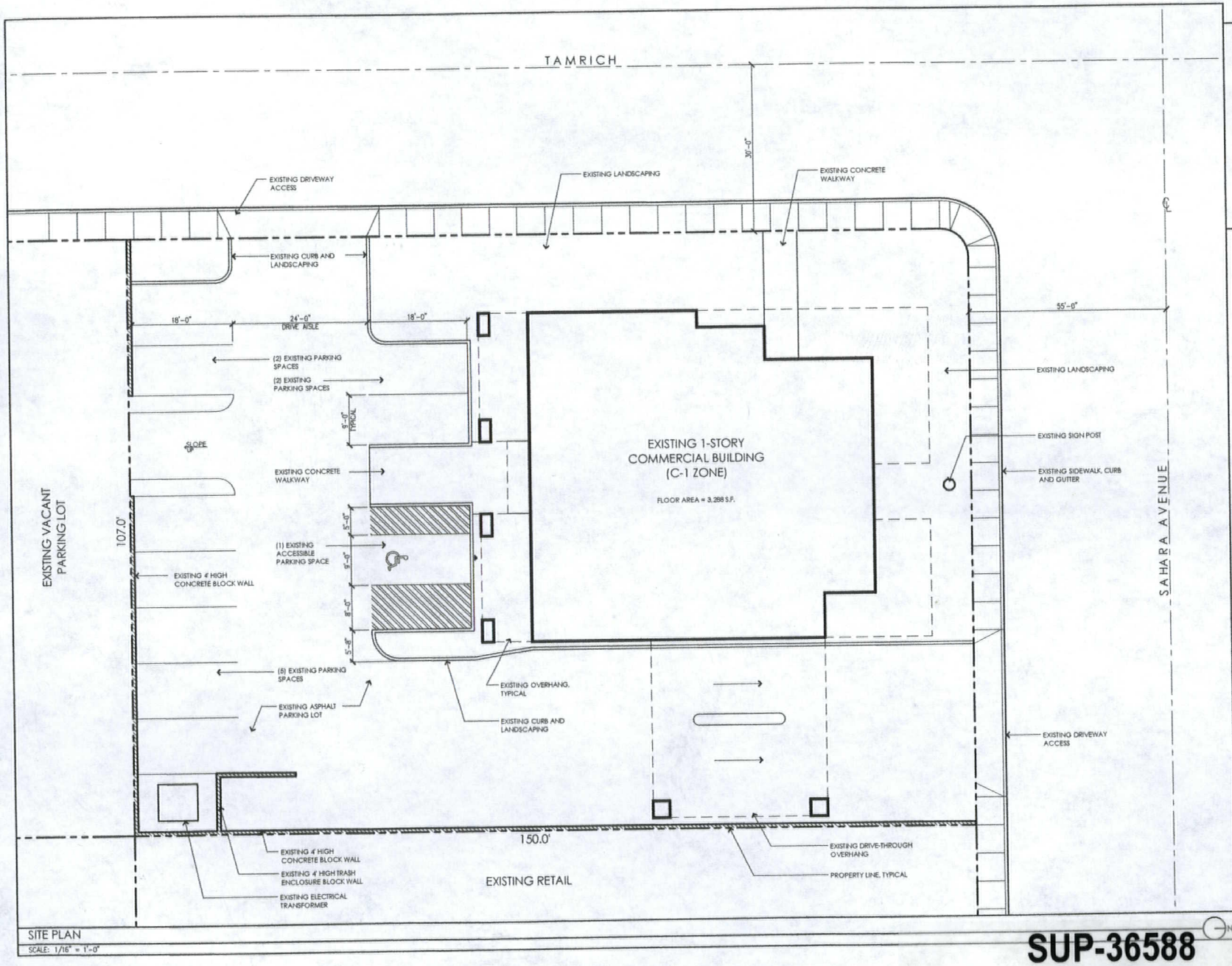
NOV 04 2009



SITE PLAN
SCALE: 1/16" = 1'-0"

PROJECT INFORMATION

SCALE: n/a

PROPERTY ADDRESS:	3325 W. SAHARA AVENUE LAS VEGAS, NV 89102
PROPERTY APN:	162-08-103-001
ZONING:	C-1
PROPOSED USE:	BAIL BOND SERVICE
LOT SIZE:	16,050 SF
BUILDING AREA:	3,288 S.F.

PARKING ANALYSIS

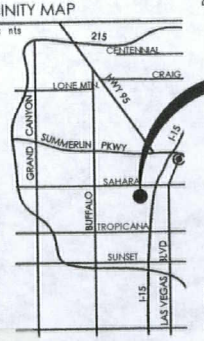
SCALE: n/a

PARKING REQUIRED:	1:300 S.F. = 11 SPACES
PARKING PROVIDED:	10 SPACES (INCLUDING 1 ACCESSIBLE)

jasonstrod [architecture]

PROJECT: VEGAS BAIL
3325 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89102

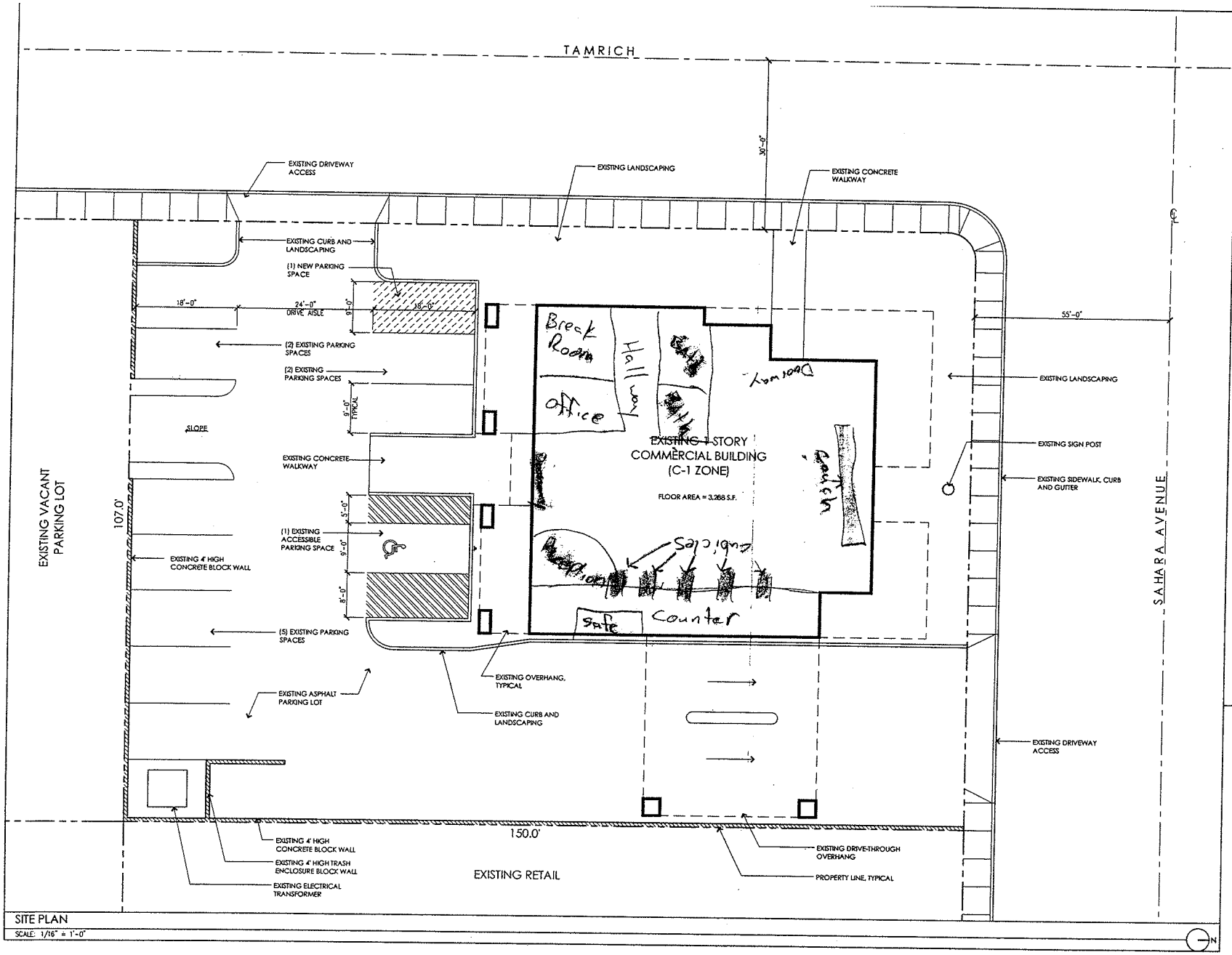
VICINITY MAP
SCALE: nts



DATE: SPECIAL USE PERMIT
10.15.09

SUP-36588
REVISED
12/17/09 PC

NOV 1 2 2009



SITE PLAN
SCALE: 1/16" = 1'-0"

PROJECT INFORMATION

SCALE: n/a

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PROPERTY APN:	162-08-103-001
ZONING:	C-1
PROPOSED USE:	BAIL BOND SERVICE
LOT SIZE:	16,050 SF
BUILDING AREA:	3,268 S.F.

PARKING ANALYSIS

SCALE: n/a

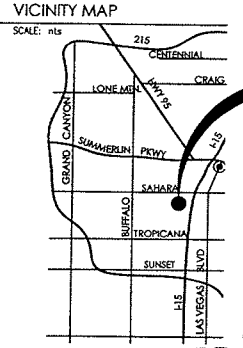
PARKING REQUIRED:	1:300 S.F. = 11 SPACES
PARKING PROVIDED:	11 SPACES (INCLUDING 1 ACCESSIBLE)

JASON E. STRODL REGISTERED No. 5562 10-12-09 ARCHITECT STATE OF NEVADA

jasonstrodl [architecture]

PROJECT: VEGAS BAIL
3325 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89102

VICINITY MAP
SCALE: nts



SPECIAL USE PERMIT

DATE: 10.15.09

RECEIVED
NOV 04 2009

SUP-36588
12/17/09 PC

SUP-36588 - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST
3325 WEST SAHARA AVENUE
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

SUP-36588 - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST
3325 WEST SAHARA AVENUE
DECEMBER 17, 2009 PLANNING COMMISSION

11/13/09

VEGAS BAIL

726 CASINO CENTER CENTER #210
LASVEGAS, NV 89101
Phone: 702-228-2245
Fax 702-434-3332

September 23, 2009

Planning & Development Department
731 South 4th Street
Las Vegas, NV 89101

Subject: Justification Letter

Dear Planning & Development,

Vegas Bail is requesting a special use permit for the address at 3325 W. Sahara. Vegas Bail is the #1 leading growing Bail Bond Office in the city. Our office stands out from the rest do to our professional, fast and friendly service. We would like to move to a bigger office and move to central office to accomodate our clients. We would like to take over the existing building and the structure would stay the same.

We would like to thank you for your time and consideration in this permit. If you have any questions please feel free to call me at 702-505-0569.

Sincerely,

Jasen Reasbeck
Owner

SUP-36588
REVISED
12/17/09 PC

Law Offices of
Paul J. Adras, Esq., PC
Attorney and Counselor at Law
www.adraslaw.com

4532 West Charleston Boulevard
Las Vegas, Nevada 89102
Office: (702) 463-4200
Fax: (702) 974-3677
paul@adraslaw.com

December 22, 2009

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2009 DEC 22 A 10:27
CITY CLERK

VIA FACSIMILE AND U.S. MAIL
(702) 382-4803

City Clerk – City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

RE: NOTICE OF APPEAL OF DENIAL OF SPECIAL USE PERMIT

SUP NO.	:	**36588**
APPLICANT	:	**VEGAS BAIL**
OWNER	:	**JACK CASON AND MAXINE CASON FAMILY TRUST**
APN	:	**162-08-103-001**
HEARD	:	**DECEMBER 17, 2009 – PLANNING COMMISSION**
ITEM NO.	:	**ITEM NO. 24**

Dear City Clerk's Office:

I am sending this correspondence to notify the City that I represent Vegas Bail in the above-referenced matter, and to place the City on notice that Vegas Bail is appealing the decision of the City Planning Commission denying my client's application for a special use permit.

On December 17, 2009, the City Planning Commission, following a recommendation from the Planning and Development Department, voted to deny my client's application for a special use permit. The Commission apparently agreed with the Planning and Development Department's finding that a bail bond service is not an appropriate or compatible use at 3325 West Sahara Avenue, as it is located close to single-family residences on the east of the subject site. Specifically, the Planning and Development Department determined only that the use fails to comply with Objective 2.2 of Las Vegas Master Plan 2020. Vegas Bail disagrees that a bail bond company is not an appropriate or compatible use at the subject site.

Vegas Bail would like its appeal heard before the City Council on February 3, 2010, the first City Council meeting scheduled for that month. Please notify me at your earliest convenience to confirm that my client's appeal will be heard on that date. Thank you for your courtesy and cooperation.

Best Regards,
LAW OFFICES OF PAUL J. ADRAS, ESQ., PC

Paul J. Adras, Esq.
PJA/pja

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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JAN 21 2010
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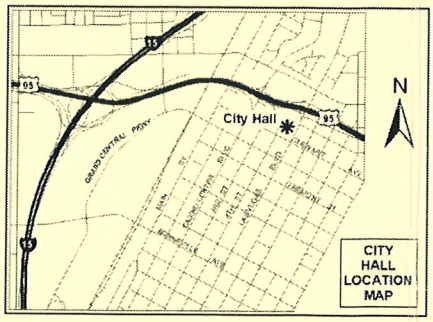

Protest

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36588
City Council Meeting of 2/3/2010

I support not allowing the huge sign. Darla De Blake

BLAKE DARLA KAI LIVING TRUST
BALKE DARLA KAI TRS
2308 PLAZA DEL GRANDE
LAS VEGAS NV 89102-4028

APN#16205413022

KAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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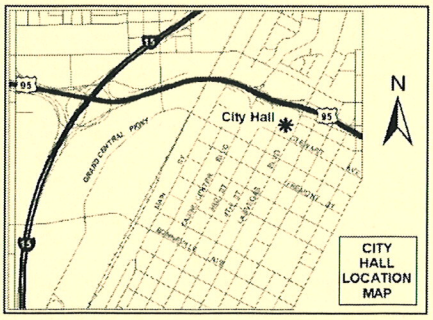

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[ ] I SUPPORT this Request [X] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36588
City Council Meeting of 2/3/2010

SUNSHINE LIVING TRUST
CASZATT CEYLON & DEBRA TRS
2417 PLAZA DEL GRANDE
LAS VEGAS NV 89102-4020

APN#16205413012

KAVDS11 89102

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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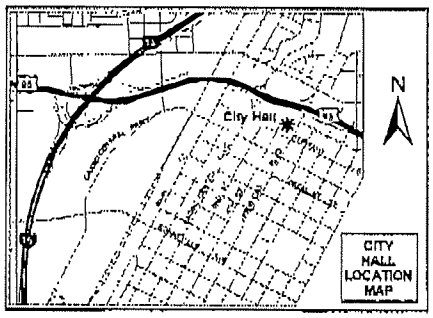

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36588
City Council Meeting of 2/3/2010

SOUTHERN NV RENTAL HOLDINGS
%FISHER BROTHERS
299 PARK AVE 42ND FL
NEW YORK NY 10171-4299

APN#16208111052

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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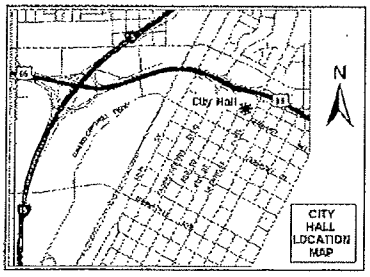

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

FEINER ELIANE
224 SAYRE DR
PRINCETON NJ 08540-5852

APN#16205413007

SUP-36588
City Council Meeting of 2/3/2010

TECHNIBANK

NAVDP11 08540

7/27/2010 9:55:58

ity of Las Vegas
ffice Of The City Clerk
00 Stewart Avenue
as Vegas, Nevada 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-36588
ity Council Meeting of 2/3/2010

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Jan 22 10 12:54p Ross W. Peterson 208#975#5254

PETERSON ROSS W
3301 PLAZA DEL PAZ
LAS VEGAS NV 89102-4032

APN#16205413025

KAUDS11 B310E

p.1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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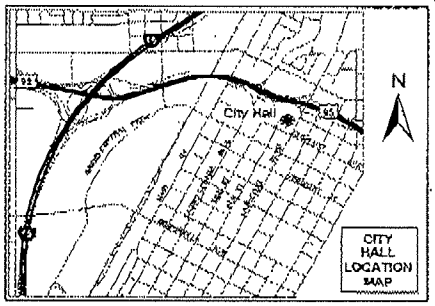

X RETURN SERVICE REQUESTED XX

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36588
City Council Meeting of 2/3/2010

LEA JAMES B & JOY J
11001 PINE KNOLLS CT
LAS VEGAS NV 89144-1652

APN#16208111009

2010 JAN 22 P 4:43

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City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 3, 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.: **82.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 3, 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.: **83.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 3, 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