



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.

March 17, 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 – PASTOR KOZ ALIGHCHI FROM THE PERSIAN CHURCH OF LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF PERSIAN HERITAGE MONTH
7. RECOGNITION OF THE CENTENNIAL HIGH SCHOOL JUNIOR NAVY ROTC CADETS
8. RECOGNITION OF THE U.S. AIR FORCE CIVIL AIR PATROL
9. RECOGNITION OF THE WINNERS OF THE ANNUAL C.J. WATSON ESSAY CONTEST
10. RECOGNITION OF THE SUN CITY SUMMERLIN IRISH CLUB

BUSINESS ITEMS - MORNING

11. 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
12. Approval of the Final Minutes by reference of the City Council meeting of February 17, 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.

FIELD OPERATIONS - CONSENT

13. Approval of a Lease Agreement between the City of Las Vegas and the State of Nevada, Department of Administration, Division of Building and Grounds for and on behalf of the Department of Health and Human Services, Division of Welfare and Supportive Services for the lease of approximately 30,840 square feet of City owned office space located at 1040 West Owens - Ward 5 (Barlow)

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 Lillian Salazar, Location: El Charrito Lindo, 3790 East Owens Avenue, Suite 120, Date: April 3, 2010, Type: Special Event General, Event: Quinceanera, Responsible Person in Charge: Lillian Salazar - Ward 3 (Reese)
16. Approval of a Change of Business Name and Change of Ownership for a Package License, From: Lucky Stores LLC, dba Lucky #6030, To: Cardenas Markets, Inc., dba Cardenas, 2400 East Bonanza Road, Jesus Cardenas Sr., CEO, Dir, 47%, Luz Cardenas, Sr VP, Dir, 47%, Jose Cardenas, Secy, Dir, 2%, Guadalupe Cardenas, CFO, Dir, 2%, Jesus Cardenas Jr., Sr VP Marketing, Dir, 2% and George Cardenas, VP IT, Dir - Ward 3 (Reese)
17. Approval of an extension of a new Temporary Beer/Wine/Cooler On-sale License, MDC Restaurants, LLC, dba Coco's 6057, 2411 West Sahara Avenue, Vincent Eupierre, Managing Mmbr, 100% - Ward 1 (Tarkanian)
18. Approval of an extension of a new Temporary Beer/Wine/Cooler On-sale License, MDC Restaurants, LLC, dba Coco's 6058, 4949 North Rancho Drive, Vincent Eupierre, Managing Mmbr, 100% - Ward 6 (Ross)
19. Approval of an extension of a new Temporary Alcoholic Beverage Caterer License, Firefly Downtown, LLC, dba Firefly Kitchen & Bar, 1 South Main Street, John Simmons, Mgr, 100% - Ward 5 (Barlow)
20. Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale License, Saved by the Grill, LLC, dba From: Famous Uncle Al's Hot Dogs & Grill, To: Great Links Hot Dogs & Grill, 6010 West Craig Road, Suite 110, Guy Shields and Catherine Shields, 100% jointly with spouse - Ward 6 (Ross)
21. Approval of a Change of Business Name for a Tavern License subject to Health Dept. regulations, Sun City Summerlin Comm Assoc, dba From: Palm Valley Golf Course/Vista, To: Vista Grille, 9201 Del Webb Boulevard, Joseph Kelly, Operations Mgr and Ron Winkel, Exec Dir - Ward 4 (Anthony)
22. Approval of a new Massage Establishment License, Renaissance Health Centre LLC, dba Renaissance Health Centre LLC, 2820 West Charleston Boulevard, Suites A6, Terry G. Pfau, Mmbr, Mgr, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business - Renaissance Health Centre LLC]

23. Approval of an extension of a new Temporary Massage Establishment License, Shape Within, Inc., dba Shape Within, Inc., 7720 West Sahara Avenue, Suite 104, Sharen Black, Pres, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business – Family Care Chiropractic]
24. Approval of an extension of a Temporary Class II Secondhand Dealer License, Nicole Sorrentino, dba Chique, 9691 Trailwood Drive, Suite 101, Nicole Sorrentino, Owner, 100% - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

25. Approval of Purchase Agreement No. 100025-TM, Scour Filtration System for the Water Pollution Control Facility located at 6005 Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: ROBERTS SERVICES, INC. (\$2,826,944 - Sanitation Enterprise Fund) - County
26. Approval of award of Agreement No. 100170-TF, Prime Design Services Agreement for Oakey Storm Drain - Cahlan to Barnard - Department of Public Works - Award recommended to: PB AMERICAS, INC. (\$260,000 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
27. Approval of revision to Purchase Order No. 260854, Downtown Connector Bus Rapid Transit - Casino Center and Third Street Realignment located on Paradise Road, Convention Center Drive, St. Louis Avenue, Main Street, Third Street, Charleston Boulevard, Ogden Avenue, Grand Central Parkway and the I-15 Ramp - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,000,000 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)
28. Approval of award of Amendment No. 1 to Agreement No. 07-24458, Engineering Design Services Agreement for the Sheep Mountain Parkway Environmental Impact Statement located on Sheep Mountain Parkway between CC 215 and I-15 - Department of Public Works - Award recommended to: PB AMERICAS, INC. (\$700,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
29. Approval of award of First Amendment to Agreement No. 080319-DC, Blanket Services Agreement for Professional Engineering Services located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK AND VEATCH CORPORATION (\$250,000 - Sanitation Enterprise Fund) - County
30. Approval of award of Modification No. 3 to Contract No. 040250-LW, Large Case Management and Utilization Review Services - Department of Human Resources - Award recommended to: MEDICAL MANAGEMENT SPECIALISTS, LLC (\$72,000 - Employee Benefits Internal Service Fund)
31. Approval of award of Contract No. 100103-LD, F Street Public Outreach and Communications Services - Department of Public Works - Award recommended to: PURDUE MARION & ASSOCIATES (\$150,000 - Public Works Capital Projects Fund) – Ward 5 (Barlow)
32. Approval of award of Agreement No. 100168-LD, Prime Design Services Agreement for F Street Reopening Design located at the intersection of F Street and I-15 - Department of Public Works - Award recommended to: PBS&J CORPORATION (\$502,033 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

33. Approval of an Encroachment Request from JHR Associates, Ltd, on behalf of Rebel Oil Company, Inc., owner (landscaping on the southeast corner of Washington Avenue and Pecos Road) - Ward 3 (Reese)
34. Approval of a First Amendment to the Facilities Relocation Agreement between the City of Las Vegas and Nevada Energy for the relocation of power facilities for the Charleston Bus Turnout Project FY 2005 located along Charleston Boulevard from Nellis Boulevard to Fremont Street (\$258,039 - Regional Transportation Commission (RTC) of Southern Nevada) - Ward 3 (Reese) and Clark County
35. Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P184-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$166,457.63 for the Durango Drive Repaving project located on North Durango Drive between Cheyenne Avenue and Alexander Road - Ward 4 (Anthony)

36. Approval of a Dedication for Right-of-Way on the west side of Main Street at Clark Avenue from the City of Las Vegas, being a portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian - APN 139-34-201-023 - Ward 3 (Reese)
37. Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P187-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$143,829.04 for the Alexander Road Repaving project located on West Alexander Road between North Cimarron Road and US-95 - Ward 4 (Anthony)
38. Approval of the Second Amendment to Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission (RTC) of Southern Nevada to increase project funding in the amount of \$1,800,000 for the design and construction of the Downtown Connector project located along Grand Central Parkway, Casino Center Boulevard, 3rd Street, Main Street, St. Louis Avenue and Paradise Road (\$46,800,000 - RTC) - Wards 3 and 5 (Reese and Barlow)
39. Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P185-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$141,588.72 for the Hills Center Drive Repaving project located on Hills Center Drive and Village Center Circle from Summerlin Parkway to Lake Mead Boulevard - Wards 2 and 4 (Wolfson and Anthony)
40. Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P186-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$989,449.81 for the Lamb Boulevard Repaving project located on North Lamb Boulevard between East Charleston Boulevard and East Owens Avenue - Ward 3 (Reese)
41. Approval of a Line Extension Agreement between the City of Las Vegas and NV Energy to provide electrical services for irrigation purposes for the North and South Environmental Enhancement Areas within Floyd Lamb Park located at 9200 Tule Springs Road (\$27,327 - Clark County Regional Flood Control District [CCRFCDD]) - Ward 6 (Ross)
42. Approval of a Non Refundable Contribution in Aid of Construction (CIAC) Agreement with Nevada Power Company d/b/a NV Energy for relocation of power facilities for the Symphony Park Feeder line aka Union Park Phase 1 Offsite Conduit System project located at Main Street and 1st Street from Coolidge Avenue to Clark Avenue (\$131,565 - General Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

43. R-14-2010 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (\$252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)
44. R-15-2010 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (\$252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)
45. R-16-2010 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road) (\$76,002.20 - Capital Projects Fund - Special Assessments) - Ward 6 (Ross)
46. R-17-2010 – Approval of a Resolution approving the form of a Cooperative Agreement between the City of Las Vegas and the State of Nevada Department of Taxation, and providing repealer and severability clauses for the City of Las Vegas Nevada Tourism Improvement District composed of parcels at Fourth Street and Stewart Avenue (APNs 139-34-501-004 and 007, 139-34-504-008, 139-27-899-042 and 139-34-599-009) - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

47. Discussion and possible action on the ratification of Howard Daniel Tarwater as the Director of Human Resources effective July 3, 2010 (\$110,000 annual salary plus benefits - General Fund)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

48. ABEYANCE ITEM - Discussion and possible action regarding a Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Thamer Jarjees, To: Bidi, Inc., dba Vegas Market 3, 6711 West Alexander Road, Suites 103 & 104, Haitham Bidi, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)
49. ABEYANCE ITEM - Discussion and possible action regarding a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Bidi, Inc., dba Vegas Market 3, 6711 West Alexander Road, Suites 103 & 104, Haitham Bidi, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)
50. Discussion and possible action regarding a Ninety Day Review of a Tavern License, Dominic L. Laino, dba Club 2100, 2100 Fremont Street, Dominic L. Laino, Owner, 100% - Ward 3 (Reese)
51. Discussion and possible action regarding an Appeal of Work Card Denial for Dustin Hill, db at Foothills Ranch, 3377 North Rancho Drive - Ward 6 (Ross)

NEIGHBORHOOD SERVICES - DISCUSSION

52. Discussion and possible action on an estimated allocation of \$5,133,572 in FY 2010-2011 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
53. Discussion and possible action on an estimated allocation of \$225,677 in FY 2010-2011 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
54. Discussion and possible action on an estimated allocation of \$1,002,015 in FY 2010-2011 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

55. Discussion and possible action on a request to install speed humps on Scholl Drive between Bristol Way and Burgundy Way (\$7,000 - Neighborhood Traffic Management Program) - Ward 1 (Tarkanian)
56. Discussion and possible action regarding a Transit Vehicle Operating Procedure Agreement between the City of Las Vegas the Regional Transportation Commission (RTC) and the Fremont Street Experience (FSE) LLC to establish a Standard Operating Procedure for the new RTC Ace Gold Line that will cross Fremont Street during FSE Light Shows. - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

57. R-18-2010 - 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 (CVIP) Agreement between the RDA and Vast Holdings, Inc., dba Peter Pan Motel, located at 110 North 13th Street (APN 139-35-310-028) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-4-2010)]
58. R-19-2010 - Discussion and possible action regarding a Resolution consenting to the lease of real property described as APN 139-21-313-017 by the City of Las Vegas and the City of Las Vegas Redevelopment Agency for the Las Vegas Business Center located at 1951 Stella Lake Street - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 (RA-5-2010)]

BOARDS & COMMISSIONS - DISCUSSION

59. PARK & RECREATION ADVISORY COMMISSION – Lisa B. Sherman, Term Expires 4/1/2010, and Malcolm D. White, Term Expires 4/7/2010

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.

- 60. Bill No. 2010-13 – Revises and updates provisions governing 1) master sign plans, and 2) general plan amendment and rezoning decisions. (TXT-36168, TXT-36325 and TXT-36494) Proposed by: M. Margo Wheeler, Director of Planning and Development
- 61. Bill No. 2010-14 – Clarifies the authority of the City Traffic Engineer regarding residential parking permit zones. Sponsored by: Councilwoman Lois Tarkanian

CLOSED SESSION

- 62. 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

- 63. 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

- 64. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Fulton Place in the amount of \$1,553 (General Fund) and assess a maximum of \$44,050 in daily civil penalties. PROPERTY OWNER: JAMIE GERSTENBERGER - Ward 1 (Tarkanian)
- 65. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of \$6,973.30 (General Fund) and assess a maximum of \$105,700 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN - Ward 3 (Reese)
- 66. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1321 North 23rd Street in the amount of \$5,445.50 (General Fund) and assess a maximum of \$78,550 in daily civil penalties. PROPERTY OWNERS: JESUS MARIA AND RAQUEL MORALES - Ward 3 (Reese)
- 67. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 604 Kasper Avenue in the amount of \$1,755.35 (General Fund) and assess a maximum of \$40,350 in daily civil penalties. PROPERTY OWNERS: FLORA J. REED AND LEON TURNER - Ward 5 (Barlow)
- 68. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 4901 Donald Road in the amount of \$318,661.26. PROPERTY OWNERS: PAY DIRT IRR BUSINESS TR ETAL - Ward 6 (Ross)
- 69. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 4950 Dorrell Lane in the amount of \$163,500.00. PROPERTY OWNERS: PAY DIRT IRR BUSINESS TR ETAL - Ward 6 (Ross)
- 70. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 5724 Taj Mahal Drive in the amount of \$40,000. PROPERTY OWNERS: US NATIONAL BANK ASSN TRS - Ward 6 (Ross)
- 71. Hearing and possible action on a 45-day review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue Units 1-4, 6-8, 4186 Silver Dollar Avenue Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

72. EOT-37321 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: BLOKHAUS CAPITAL CORPORATION - OWNERS: PARKHAUS, LLC AND VIDA ENT., LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-9673) FOR A PROPOSED MIXED-USE DEVELOPMENT at 1001 North Main Street (APNs 139-27-602-003 and 004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.
73. EOT-37329 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: BLOKHAUS CAPITAL CORPORATION - OWNERS: PARKHAUS LLC AND VIDA ENT., LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9672) FOR A MIXED-USE DEVELOPMENT CONSISTING OF 442 RESIDENTIAL UNITS AND 31,000 SQUARE FEET OF RETAIL SPACE AND A WAIVER FOR A REDUCTION OF PERIMETER LANDSCAPING at 1001 North Main Street (APNs 139-27-602-003 and 004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.
74. EOT-37340 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: HERITAGE-NEVADA VIII, LLC - OWNER: CITY PARKWAY V, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25059) FOR A PROPOSED 57-STORY MIXED-USE DEVELOPMENT INCLUDING 1.12 MILLION SQUARE FEET OF COMMERCIAL SPACE AND 98 MULTI-FAMILY RESIDENTIAL UNITS WITH WAIVERS OF THE UNION PARK STREETScape STANDARDS, BUILDING PLACEMENT AND FRONTAGE REQUIREMENTS, ARCHITECTURAL STANDARDS AND ACCESS STANDARDS on a portion of 53.6 acres at the southwest corner of Grand Central Parkway and City Parkway (APN 139-34-110-007), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.
75. EOT-37341 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: HERITAGE-NEVADA VIII, LLC - OWNER: CITY PARKWAY V, INC. - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25060) FOR A PROPOSED 800-FOOT HIGH MIXED-USE DEVELOPMENT IN THE AIRPORT OVERLAY DISTRICT at the southwest corner of Grand Central Parkway and City Parkway (APN 139-34-110-007), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

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

76. VAC-36979 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C. - Petition to Vacate a 20-foot public sewer easement generally located at the northwest corner of El Capitan Way and Durango Drive, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL.
77. VAC-36980 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C. - Petition to Vacate 10-foot wide and 30-foot wide public drainage easements generally located at the northwest corner of El Capitan Way and Durango Drive, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

78. SUP-36588 - ABEYANCE ITEM - 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.
79. SUP-36562 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HAIM GABAY - OWNER: FREMONT ASSOCIATES, INC. - Request for a Special Use Permit FOR A PACKAGE LIQUOR OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 8,152 SQUARE-FOOT RETAIL ESTABLISHMENT at 300 Fremont Street (APN 139-34-510-023), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL.
80. SUP-37017 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR, WITH SERVICE BAY DOORS FACING THE PUBLIC RIGHT-OF-WAY on .44 acres at 1501 West Carey Avenue (APN 139-21-102-004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

SUBJECT:
CALL TO ORDER



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

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

SUBJECT:

INVOCATION – PASTOR KOZ ALIGHCHI FROM THE PERSIAN CHURCH OF LAS VEGAS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF PERSIAN HERITAGE MONTH



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CENTENNIAL HIGH SCHOOL JUNIOR NAVY ROTC CADETS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE U.S. AIR FORCE CIVIL AIR PATROL



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE WINNERS OF THE ANNUAL C.J. WATSON ESSAY CONTEST



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE SUN CITY SUMMERLIN IRISH CLUB



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 February 17, 2010



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Lease Agreement between the City of Las Vegas and the State of Nevada, Department of Administration, Division of Building and Grounds for and on behalf of the Department of Health and Human Services, Division of Welfare and Supportive Services for the lease of approximately 30,840 square feet of City owned office space located at 1040 West Owens - Ward 5 (Barlow)

Fiscal Impact

☒
☐

No Impact

☐

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Division of Welfare wishes to continue to occupy the space. The City has agreed to extend the term and enter into a new Lease Agreement for an additional two year period which may be renewed for an additional one year term. Rent shall be \$29,677.05 per month for the entire term including the renewal period.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

1 LEASE AGREEMENT

2 THIS LEASE AGREEMENT (the "Lease"), made and entered into
3 this ____ day _____, 2010, by and between CITY OF LAS
4 VEGAS, hereinafter referred to as LESSOR, and the STATE OF
5 NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND
6 GROUNDS, hereinafter referred to as LESSEE, for and on behalf of
7 the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE
8 AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT
9 (hereinafter collectively known as "the Parties").

10 W I T N E S S E T H:

11 For and in consideration of the rents herein reserved and
12 the covenants, terms and conditions herein contained, the LESSOR
13 does by these presents lease unto LESSEE the following described
14 property:

15 30,840 usable square feet of office space (the "Demised
16 Premises") located at 1040 West Owens, Las Vegas,
17 Nevada 89106-2520.

18 **ONE. TERM OF LEASE.** Subject to Section Thirty-One below,
19 LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from
20 LESSOR, 30,840 usable square feet of office space located at
21 1040 West Owens, Las Vegas, Nevada, effective upon approval of
22 the Board of Examiners, expected to be approved on April 13,
23 2010, commencing May 1, 2010, and terminating on April 30, 2012.
24 It is hereby specifically and expressly agreed by the Parties
25 hereto that this Lease or any renewal thereof shall be

1 terminated immediately if for any legitimate reason, action, or
2 mandate on the part of the Executive Branch of the State of
3 Nevada, the Nevada State Legislature and/or the Federal
4 Government limits, restricts, or impairs TENANT's funding or
5 ability to satisfy its rental payment obligation. TENANT shall
6 pay the Rent for the month in which such occurrence and
7 termination takes place and shall have no other Rental payment
8 obligation to LESSOR thereafter under this Lease or for the
9 Demised Premises. The LESSOR shall retain its other remedies
10 which are provided in the Lease but the LESSOR shall have no
11 rights to collect any further rents from TENANT. Proof by
12 TENANT of a diminution in funding which was intended to be used
13 as all or part of the funding for the payment of the rental
14 under this Lease shall be sufficient if copies of supporting
15 state or federal documents are furnished to LESSOR or if the
16 Executive Director of TENANT provides his Affidavit that such
17 funding or other limiting eventuality has occurred.

18 **TWO. COMPLIANCE WITH THE LAW.** The LESSOR shall promptly
19 execute and comply with all statutes, rules, orders, building
20 codes, fire codes (including but not limited to required fire
21 extinguishers), ordinances, requirements, and regulations of the
22 City, County, State, and Federal governments, including OSHA,
23 the Americans with Disabilities Act of 1990 (42 USC Section
24 12101 through 12213 and 47 USC Sections 225) and their
25 underlying regulations and rules, which are applicable to the

1 Demised Premises. Nothing herein contained shall be construed
2 to restrict the LESSOR from contesting the validity of any such
3 regulations, rule, or ordinance, provided the LESSOR indemnifies
4 the LESSEE to its reasonable satisfaction against the
5 consequences of non-compliance during the period of dispute.

6 **THREE. AUTHORITY.** LESSOR and TENANT understand that per
7 Nevada Revised Statutes, NRS 331.110 the Chief of Buildings and
8 Grounds is responsible for leasing and equipping office space
9 for TENANT under this Lease. LESSOR and TENANT at no time shall
10 enter into discussions or negotiations for lease terms and
11 conditions between themselves or their respective agents, if any
12 (State Administrative Manual, SAM 1020.0). Only LESSEE, if
13 deemed in the best interest of the State by LESSEE, has the
14 authority to select and utilize a real estate agent to represent
15 the State in this lease.

16 **FOUR. RENT.** TENANT agrees to pay to the LESSOR as and for
17 rental for said Demised Premises the sum of:

18 **4.1** A monthly total of TWENTY NINE THOUSAND, SIX HUNDRED
19 SEVENTY-SEVEN DOLLARS AND 05/100 (\$29,677.05), from May 1, 2010
20 through April 30, 2011; and

21 **4.2** A monthly total of TWENTY NINE THOUSAND, SIX HUNDRED
22 SEVENTY-SEVEN DOLLARS AND 05/100 (\$29,677.05), from May 1, 2011
23 through April 30, 2012.

24 Rent shall be payable quarterly in advance without offset
25 or deduction except as provided for elsewhere in the Lease on

1 the first day of each quarter to LESSOR at its address in
2 Section Twenty-One below. In the event the Commencement Date of
3 this Lease is not the first day of a calendar month, the Rent
4 shall be prorated on a per diem basis for the calendar month in
5 which the Lease Term begins.

6 **FIVE. PROPERTY TAXES AND OPERATING EXPENSES.** It is
7 understood and agreed between the Parties that the Rent
8 described in Section Four above shall compensate LESSOR for
9 TENANT'S pro rata share of any and all operating expenses
10 attributable to the building complex, the building, or the
11 Demised Premises. There shall be no pass-through of property
12 tax or any type of operating expense to TENANT or LESSEE.

13 **SIX. UTILITIES AND SERVICES.**

14 **6.1 Utilities and Services Provided by LESSOR.** LESSOR, at
15 LESSOR'S sole cost and expense, shall provide the building,
16 common area and Demised Premises with the following utilities
17 and services:

18 a) UTILITIES. Gas, water, sewer and electricity. Hot and
19 cold water sufficient for drinking, lavatory, toilet and
20 ordinary cleaning purposes. Unless specified to the contrary in
21 Section 6.2 below.

22 b) HVAC SYSTEM. A heating, ventilation and air conditioning
23 ("HVAC") system, fully equipped and of sufficient capacity to
24 provide a comfortable, professional office environment in the
25

1 Demised Premises for TENANT'S staff and office equipment. Said
2 HVAC system shall maintain temperatures within the Demised
3 Premises of not less than 68° Fahrenheit in the Winter and not
4 more than 78° Fahrenheit in the summer.

5 c) SERVICES. Unless specified to the contrary in Section 6.2
6 below, LESSOR shall provide and pay for the following:

7 i. Trash collection, to include recycling
8 containers, if available;

9 ii. Pest control (interior and exterior);

10 iii. Elevator service, (if applicable);

11 iv. Provide and service fire extinguishers and any
12 other fire protection/prevention devices as required by
13 governmental regulations;

14 v. On-site security if necessary for the safety of
15 TENANT'S employees and property;

16 vi. Telecommunication entrance facilities to the
17 Building that is provisioned by the State of Nevada contracted
18 Local Exchange Carrier;

19 vii. Telephone and computer/data service including
20 conduit and boxes (LESSEE shall provide and pull telephone/data
21 cable) to be installed within walls and distributed throughout
22 the Demised Premises, the number, size and location of which
23 shall be determined in writing by LESSEE and TENANT;

1 Snow and ice removal at all times when ice is present and
2 when snow reaches a depth of two (2) inches. Snow and ice
3 removal shall be from parking lots, walkways, all entry and
4 exits and any exterior stairs of building(s) in which the
5 Demised Premises is located and other adjacent
6 buildings/structures regularly used by State agencies. LESSOR
7 shall use its best efforts to have the snow and ice cleared,
8 removed and treated prior to 8:00 a.m. Monday through Friday
9 (except State Holidays) and if snow is on-going during the day,
10 to continue to provide this service until 5:30 p.m.

11 **6.2 Utilities and Services Provided and Paid by TENANT.**

12 TENANT, shall provide state-owned telephone and computer/data
13 equipment and shall pay for electricity, gas, water and sewer
14 and industry standard user fees for telephone/data services.
15 Trash collection provided by LESSOR. TENANT shall also provide
16 and pay for Janitorial Services (including paper products), for
17 the Demised Premises in accordance with **Exhibit "B"**, Janitorial
18 Requirements and Specifications, attached hereto and
19 incorporated herein.

20 **SEVEN. REPAIR AND MAINTENANCE.** LESSOR, at LESSOR'S sole
21 cost and expense, agrees to provide maintenance and make any and
22 all repairs necessary to keep the building and the Demised
23 Premises in a good condition during the entire Lease Term,
24 including but not limited to: the Building structure, structural
25 elements and systems; public and common areas of the building;

1 fire sprinklers and systems, fire extinguisher service, life
2 safety and security systems (as required by governmental
3 authorities); heating, and air conditioning; (including supply
4 and return air ducts, grills and diffusers); flooring (including
5 but not limited to, carpet, pad, tile, sub-floor and structural
6 floor); interior and exterior paint; exterior and interior
7 lighting (including replacement of fixtures, ballasts and
8 bulbs); interior ceilings (including ceiling tiles and t-bars);
9 electrical; plumbing, pipes, fixtures and equipment (except
10 those owned by TENANT); roofing; exterior and interior walls;
11 windows; doors; stairs; corridors; restrooms; elevator
12 maintenance (if applicable); sidewalk repairs; landscaping
13 maintenance; parking lot repairs; and other similar repairs
14 required as a result of any defect or as a result of the same
15 wearing out or becoming unserviceable or damaged through no
16 carelessness or negligence on the part of the LESSEE or TENANT.
17 TENANT shall reimburse LESSOR for repairs and replacements to
18 the Demised Premises which are necessary due to TENANT'S misuse
19 or negligence. LESSEE and TENANT agree to maintain the Demised
20 Premises and common areas in as good a state of repair as when
21 first occupied, ordinary wear and tear, obsolescence and damage
22 by the elements, fire or other casualty excepted. LESSEE and
23 TENANT shall route requests for repairs and/or maintenance
24 through the property management company or owner.

1 LESSOR agrees to conduct any and all repairs and maintenance
2 to the Demised Premises, the building and common area facilities
3 at reasonable times and without undue inconvenience to LESSEE or
4 TENANT and for which, reasonable access shall be provided
5 thereby. When making repairs, LESSOR shall take necessary
6 actions to protect TENANT'S property and personnel from loss,
7 damage and injury and to avoid disrupting TENANT'S use and
8 occupancy of the Demised Premises. Any substantial impairment
9 of the use or enjoyment of the Demised Premises, the building or
10 the parking lot that is of such extent or nature as to
11 materially handicap, impede or impair TENANT'S use of the
12 Demised Premises and therefore renders the Demised Premises
13 unfit for use by TENANT in the ordinary conduct of its business
14 shall cause the proportionate abatement and reduction in Rent,
15 by way of adjustment of succeeding Rent payments, for such part
16 of the Demised Premises as shall be rendered unusable by TENANT
17 in the conduct of its business during the time such part is so
18 unusable.

19 **EIGHT. REDUCTION OF SERVICES.** The Rent and any other monies
20 payable, if any, is based in part upon utilities, services,
21 repairs and maintenance (hereinafter "Services") which LESSOR
22 shall provide as described in Section Six and Section Seven,
23 above. If Services to be provided by LESSOR are interrupted
24 (except from circumstances beyond LESSOR'S control) and the
25 interrupted Services substantially impair and/or materially

1 handicap TENANT'S intended use or enjoyment of the Demised
2 Premises, TENANT'S rent and any other monies payable, if any,
3 shall be abated proportionately for the period of interruption
4 beginning with the date the interruption in Services began and
5 ending when the Services are restored.

6 Notwithstanding the above, in the event Service is
7 interrupted on heating, ventilation or air conditioning, and/or
8 water, and/or sewer, and LESSOR fails to correct or commence
9 correction within two (2) business days after receipt of written
10 notice from LESSEE or TENANT per Section Twenty-One, below, or
11 in the event any other Service to be provided by LESSOR is
12 interrupted, and LESSOR fails to correct or commence correction
13 within five (5) days after receipt of written notice from LESSEE
14 or TENANT per Section Twenty-One below, LESSEE may authorize
15 TENANT to either: a) cause such repairs to be made by a licensed
16 contractor and at TENANT'S discretion, either have LESSOR billed
17 directly by contractor (if acceptable to contractor) or TENANT
18 may submit a paid invoice to LESSOR for reimbursement; or b)
19 TENANT'S rent and any other monies payable, if any, shall be
20 abated proportionately for the period of interruption beginning
21 with the date the interruption in services began and ending when
22 the services are restored.

23 LESSEE may also authorize TENANT to withhold the payment of
24 rent and any other monies payable, if any, after giving LESSOR
25 notices of two (2) failures to provide a particular Service

1 within a twelve (12) month period until the problem with that
2 Service has been adequately corrected. So as to provide LESSEE
3 and TENANT with reasonable assurance that such interruption
4 shall not occur again during the Lease Term. Upon the third
5 occurrence within a twelve (12) month period, of any failure to
6 provide a particular Service, LESSEE may, at its sole option,
7 seek the judicial remedy of specific performance.

8 In the event TENANT hires a contractor to perform repairs,
9 LESSOR shall indemnify and hold the State, LESSEE and TENANT
10 harmless for any liability, costs and expenses, including
11 attorney fees that result from said repairs.

12 Any reimbursement due TENANT from LESSOR, shall be paid by
13 LESSOR within thirty (30) days after receipt of invoices from
14 TENANT. In the event LESSOR does not reimburse TENANT within
15 thirty (30) days after receipt of invoices from TENANT, TENANT
16 may deduct the amount due TENANT from the rental payment due
17 LESSOR.

18 **NINE. SMOKING AREA.** Pursuant to NRS 202.2491, it is
19 unlawful to smoke in public buildings. LESSOR shall furnish a
20 designated location outdoors which may be used for smoking. No
21 smoking shall be permitted at any entrance or exit to any public
22 building and shall be far enough away from any public building
23 entrance or exit so that no smoke will drift or travel into the
24 building or smelled by any person entering or exiting a
25 building. This location shall be safe and free from any

1 hazardous chemicals, materials or conditions. LESSOR shall also
2 post signs prohibiting smoking at all entrances to a building.

3 **TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time
4 during the Lease Term, alterations, additions, or improvements
5 in and to the Demised Premises may be made by LESSEE and TENANT
6 with the written approval of the LESSOR. TENANT must make
7 requisition upon LESSEE for any such alteration, addition or
8 improvement to the Demised Premises, unless the cost of the
9 alteration, addition or improvement is \$2,500.00 or less. (NRS
10 331.070(3)) Any such alteration, addition or improvement shall
11 be performed in a workmanlike manner, in accordance with all
12 applicable governmental regulations and requirements, and shall
13 not weaken or impair the structural strength or lessen the value
14 of the Demised Premises or building. If any alterations,
15 additions or improvements affect any systems (HVAC, fire
16 sprinklers, electrical, plumbing etc) in the building LESSEE and
17 TENANT agree that any repairs that need to be made will be at
18 their expense. All alterations, additions or improvements on or
19 in the Demised Premises at the commencement of the Lease Term,
20 and that may be erected or installed therein, shall become part
21 of the Demised Premises and the sole property of LESSOR, except
22 that all movable fixtures installed by LESSEE or TENANT shall be
23 and remain their property and shall not become the property of
24 LESSOR.

1 **ELEVEN. PAYMENT OF TAXES AND INSURANCE.** LESSOR, at his
2 sole cost and expense, agrees to maintain property insurance on
3 the building complex and improvements on the Demised Premises
4 insured at all times during the Term of this Lease. LESSOR will
5 pay all real property taxes or any other assessments on the
6 Demised Premises when due, including improvements thereon during
7 the Lease Term hereof or any renewal period. LESSOR is self-
8 insured for liability insurance.

9 The TENANT shall maintain in force at its sole cost and
10 expense, all risk property insurance coverage, including
11 sprinkler leakage (if the building is equipped with sprinklers),
12 in an amount equal to the replacement cost of TENANT'S trade
13 fixtures, furnishings, equipment, and contents upon the Demised
14 Premises.

15 The State of Nevada is self insured for both liability and
16 property insurance. All liability claims are handled in
17 accordance with Nevada Revised Statutes, Chapter 41. Regarding
18 property insurance, the State self insures the first Five
19 Hundred Thousand Dollars (\$500,000.00) of each loss. Claims
20 above that amount are commercially insured under an all risks
21 property insurance policy.

22 **TWELVE. INDEMNIFICATION.** To the extent of the liability
23 limitation set forth in NRS Chapter 41, the State/Tenant hereby
24 agrees to indemnify and hold harmless Lessor, its successor,
25 assigns, agents and employees from all claims, damages, losses

1 and expenses due to the Tenant's negligence arising out of or
2 resulting from the use and occupancy of the Demised Premises or
3 any accident in connection therewith, but only to the extent
4 caused in whole or in part by negligent acts or omissions of the
5 Tenant, its subtenants, employees or agents. The State shall
6 not be required to indemnify the Lessor, its successors,
7 assigns, agents and employees for any liability, claims,
8 damages, losses or expenses relating to or arising out of this
9 Lease to the extent caused by the acts, negligence or omission
10 of the Lessor, its successors, assigns, agents, and employees,
11 or anyone directly or indirectly employed by any of them or
12 anyone for whose acts any of them may be liable. Such
13 obligation shall not be construed to negate, abridge, or
14 otherwise reduce any other right or obligation of indemnity
15 which would otherwise exist as to any party or person described
16 in this paragraph.

17 **THIRTEEN. CHOICE OF LAW AND FORUM.** The validity,
18 construction, interpretation, and effect of this Lease shall be
19 governed by the laws of the State of Nevada. The Parties agree
20 any dispute and/or legal proceedings regarding this Lease are
21 subject to the sole jurisdiction of the State courts in the
22 State of Nevada.

23 **FOURTEEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE or
24 TENANT hereby waive any rights each may have against the other
25 for loss or damage to its property or property in which it may

1 have an interest where such loss is caused by a peril of the
2 type generally covered by all risk property insurance with
3 extended coverage or arising from any cause which the claiming
4 party was obligated to insure against under this Lease, and each
5 party waives any right of subrogation regarding such property
6 damage or losses, that it might otherwise have against the other
7 party, any additional designated insured and any other tenant in
8 the building. The Parties agree to cause their respective
9 insurance companies insuring the Demised Premises or insuring
10 their property on or in the Demised Premises to execute a waiver
11 of any such rights of subrogation or, if so provided in the
12 insurance contract, to give notice to the insurance carrier or
13 carriers that the foregoing mutual waiver of subrogation is
14 contained in this Lease.

15 **FIFTEEN. BREACH OR DEFAULT.** In the event of any failure by
16 LESSOR, LESSEE, or TENANT to keep and comply with any of the
17 terms, covenants or provisions of this Lease or remedy any
18 breach thereof, the defaulting party shall have thirty (30) days
19 from the receipt of written notice of such default or breach
20 within which to remove or cure said default or breach, or in the
21 event the defaulting party is diligently pursuing the removal or
22 cure of such breach, a reasonable time shall be allowed beyond
23 the thirty (30) days. In the event of breach or default by
24 LESSEE or TENANT which is not removed or cured within the time
25 limits set forth above, LESSOR may in addition to any other

1 right of re-entry or possession and at LESSOR's sole option,
2 consider the Lease forfeited and terminated and may re-enter and
3 take possession of the Demised Premises, removing all persons
4 and property there from with prior notification to LESSEE so
5 that arrangements concerning the removal of property can be
6 made.

7 **SIXTEEN. ATTORNEY'S FEES.** In case suit shall be brought by
8 LESSOR or by LESSEE or TENANT for breach of any express
9 provision or condition of this lease, the prevailing party of
10 such action shall be entitled to reasonable attorney's fees, not
11 to exceed \$125.00 per hour, which shall be deemed to have
12 accrued on the commencement of the action and shall be paid on
13 the successful completion of that suit by LESSOR, LESSEE or
14 TENANT whichever the case may be.

15 **SEVENTEEN. HOLDOVER TENANCY.** If TENANT holds possession of
16 the Demised Premises after the expiration of this Lease or any
17 renewal thereof, this Lease shall become a month-to-month lease
18 on the terms herein specified. The monthly rent for each month
19 of the first three (3) months of the holdover period shall be in
20 an amount equal to the monthly rental immediately preceding the
21 Expiration Date. At the expiration of this three (3) month
22 period and throughout the balance of the holdover period
23 TENANT'S monthly rent shall increase by five percent (5%) over
24 the monthly rent last paid by TENANT prior to the Expiration
25 Date. Rent shall be due and payable monthly in advance on the

1 first day of each month, and LESSEE and TENANT shall continue to
2 be a month-to-month tenant until the tenancy is terminated by
3 any Party hereto by delivering written notice per Section
4 Twenty-One, NOTICES, of Intent to Terminate at least thirty (30)
5 calendar days prior to the date of termination, in which case
6 the termination period shall commence upon delivery of written
7 notification to terminate. In the event the termination period
8 begins on other than the first day of a month, the rent shall be
9 prorated on a per diem basis for the calendar months involved.

10 **EIGHTEEN. WAIVER.** The failure of LESSOR, LESSEE or TENANT
11 to insist upon strict performance of any of the covenants, terms
12 or provisions contained in this Lease, shall not be construed to
13 be a waiver or relinquishment of any such covenant, term or
14 provision or any other covenants, terms or provisions, but the
15 same shall remain in full force and effect.

16 **NINETEEN. OPTION TO RENEW.** LESSEE shall have the option to
17 renew this Lease for one (1) year at a monthly total of TWENTY
18 NINE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND 05/100
19 (\$29,677.05), from May 1, 2012 through April 30, 2013, by giving
20 written notice of intention to renew at least ninety (90) days
21 prior to expiration of the Lease Term or any renewal period
22 hereunder. The exercise of the option shall, however, not be
23 effective nor binding on the LESSEE or TENANT unless and until
24 the same has been approved by the Nevada Board of Examiners.

1 **TWENTY. REMEDIES.** The remedies given to LESSOR, LESSEE
2 and/or TENANT shall be cumulative, and the exercise of any one
3 remedy shall not be to the exclusion of any other remedy.

4 **TWENTY-ONE. NOTICES.** All notices under this Lease shall be
5 in writing and delivered in person or sent by certified mail,
6 return receipt requested, to LESSOR or jointly to both LESSEE
7 and TENANT at their respective addresses set forth below or to
8 such other address as may hereafter be designated by either
9 party in writing:

10 **LESSOR**

11 City of Las Vegas
12 Department of Field Operations
13 Real Estate & Utilities
14 4th Floor, 400 Stewart Avenue
15 Las Vegas, Nevada 89101
16 Telephone: (702) 229-1022
17 Fax: (702) 464-2522

18 **LESSEE**

19 State of Nevada
20 Department of Administration
21 Division of Buildings and Grounds
22 406 East Second Street, Suite #1
23 Carson City, Nevada 89701-4758
24 Telephone: (775) 684-1800
25 Fax: (775) 684-1817

26 **TENANT:**

27 State of Nevada
28 Department of Health and Human Services
29 Division of Welfare and Supportive Services
30 1470 College Parkway
31 Carson City, Nevada 89706
32 Telephone: (775) 684-0652
33 Fax: (775) 684-0656

1 **TWENTY-TWO. SEVERABILITY.** If any term or provision of this
2 Lease or the application of it to any person or circumstance
3 shall to any extent determined in a legal proceedings to be
4 invalid and unenforceable, the remainder of this Lease (or the
5 application of such term or provision to persons or
6 circumstances other than those as to which it is invalid or
7 unenforceable) shall not be affected thereby, and each term and
8 provision of this Lease shall be valid and shall be enforced to
9 the extent permitted by law.

10 **TWENTY-THREE. AMENDMENT OR MODIFICATION.** This Lease
11 constitutes the entire agreement between the Parties and may
12 only be amended or modified with the mutual consent of the
13 Parties hereto, which amendment or modification must be in
14 writing, executed and dated by the Parties hereto and approved
15 by the Board of Examiners of the State of Nevada.

16 **TWENTY-FOUR. TENANT IMPROVEMENTS.** LESSOR AT LESSOR'S sole
17 cost and expense shall provide the tenant improvements detailed
18 below and shown on Exhibit(s) "A" attached hereto and
19 incorporated herein. Said tenant improvement exhibits shall be
20 initialed on all pages to show approval by LESSOR and TENANT.
21 All tenant improvements shall be deemed acceptable upon receipt
22 of all pertinent governmental approvals and inspection and
23 receipt of written approval from TENANT with copy to LESSEE.

24 24.1 LESSOR at LESSOR'S sole expense shall provide the
25 following Tenant Improvement's to the Demised Premises:

Page 18 of 22

1 1) Install dedicated HVAC for the server room which will
2 include: a) install a 5 ton natural gas heat unit; b)
3 install a 14" Affinity Curb; c) install Concentric package
4 for Affinity with flush mount & flex duct; d) install an
5 outside air damper package; e) install electrical wiring
6 for new a/c unit.

7 2) Install conduit system & wiring for 3 new phone/data
8 outlets.

9 **TWENTY-FIVE. TENANT IMPROVEMENT CHANGE-ORDERS:** TENANT
10 agrees to pay for the additional costs arising from upgrades and
11 or changes made at TENANT'S request, to the approved Tenant
12 Improvements detailed above in Section Twenty-four, TENANT
13 IMPROVEMENTS. Any upgrades and or changes must be approved in
14 writing by LESSOR, TENANT and LESSEE prior to the upgrades or
15 changes being made. TENANT hereby agrees to reimburse LESSOR
16 for such approved costs within thirty (30) days after: a)
17 inspection and approval of the Improvement by TENANT; and b)
18 receipt and approval by LESSEE and TENANT of an invoice from
19 LESSOR detailing costs for the agreed upon upgrades and/or
20 changes.

21 **TWENTY-SIX. ALTERATIONS TO THE DEMISED PREMISES:**
22 Subsequent to the completion of the initial tenant improvements,
23 if any, and the commencement of the Lease term or any extension
24 thereof, TENANT shall have the right, at TENANT'S cost, to have
25 LESSOR contract to make necessary alterations and changes to the

1 Demised Premises in an amount up to Five Thousand Dollars
2 (\$5,000.00) per biennium, subject to the prior written approval
3 of both LESSOR and LESSEE. LESSOR shall cause such alterations
4 and/or changes to be completed in a first class manner and in
5 accordance with all applicable codes and regulations. All
6 alterations and/or changes shall become the property of LESSOR
7 and LESSOR, at LESSOR'S cost, shall be responsible for the
8 servicing and maintenance of said alterations and changes.

9 **TWENTY-SEVEN. PRIOR TERMINATION.** This Lease may be
10 terminated prior to the terms set forth herein above if for any
11 reason, the purpose of this agreement is substantially impaired
12 or obstructed by any event, occurrence or circumstance outside
13 the control of LESSOR, LESSEE, or TENANT, including any
14 governmental condemnation, without prejudice or penalty to any
15 party hereto and without such event, occurrence or circumstance
16 being defined, and interpreted or construed as breach or default
17 on the part of any party.

18 **TWENTY-EIGHT. ASSIGNMENT OR SUBLEASE.** Upon prior written
19 notice to and the prior approval in writing of LESSOR, this
20 Lease may be assigned or subleased to any individual or entity,
21 for which assignment or sublease LESSOR will not unreasonably
22 withhold consent; it being understood by the Parties hereto that
23 a change in tenants from one state agency to another shall not
24 constitute an assignment or subletting.

1 **TWENTY-NINE. SUCCESSORS.** Except as otherwise specifically
2 provided, the terms, covenants, and conditions contained in this
3 Lease shall apply to and bind the heirs, successors, executors,
4 administrators, and permitted assignees of the Parties to this
5 Lease.

6 **THIRTY. CAPTION AND SECTION NUMBERS.** The captions and
7 section numbers appearing herein are inserted only as a matter
8 of convenience and are not intended to define, limit, construe
9 or describe to scope or intent of any section or paragraph.

10 **THIRTY-ONE. PRIOR APPROVAL OF THE BOARD OF EXAMINERS.** This
11 Lease is contingent upon prior approval by the Nevada Board of
12 Examiners and is not binding upon the Parties hereto or
13 effective until such approval.

14 **THIRTY-TWO. COUNTERPARTS.** This Lease may be executed in
15 one or more counterparts, each of which will be deemed an
16 original and all of which together will constitute one and the
17 same instrument.

18

19

20

21

IN WITNESS WHEREOF, the Parties hereto have executed this Lease
as of the day and year first above written.

LESSOR

CITY OF LAS VEGAS

By _____
Oscar B. Goodman, Mayor

Date _____
Approved as to form

ATTEST: John S. Ridilla 3/3/10
John S. Ridilla Date
Deputy City Attorney

By _____

Printed Name _____

Title City Clerk

Date _____

**Reviewed as to form and
compliance with law only:**

Catherine Cortez Masto
Nevada Attorney General

By Cameron Vandenberg
Cameron Vandenberg
Deputy Attorney General

Date 1/29/10

Approved by:

BOARD OF EXAMINERS

By _____
Andrew K. Clinger, Clerk

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS &
GROUNDS

By _____
Cindy Edwards, Administrator

Date _____

TENANT

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By _____
Michael J. Willden, Director

Date _____

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF WELFARE AND
SUPPORTIVE SERVICES

By _____
Romaine Gilliland
Administrator

Date _____

Owens Data Drop Request Locations

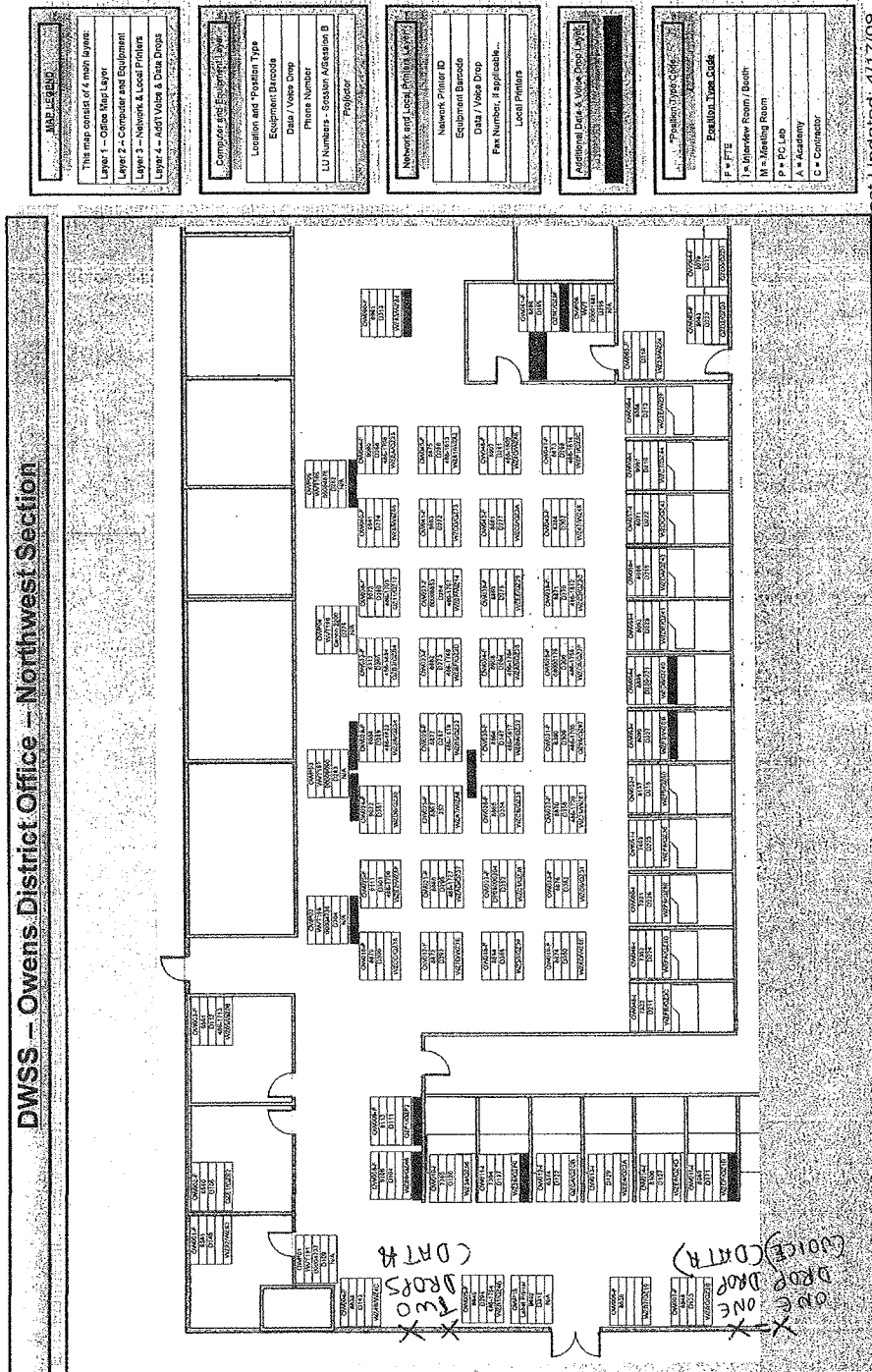


EXHIBIT A

JANITORIAL REQUIREMENTS AND SPECIFICATIONS**1. GENERAL TERMS AND CONDITIONS**

- 1.1 Requirement of Janitorial vendor.** Janitorial vendor must be insured and licensed to do business in the State of Nevada.
- 1.2 Use of State Equipment and/or State Employee's Personal Property.** The Janitorial vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.
- 1.3 Use of State Telephones.** The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm in's and out's. If an employee of the Janitorial vendor uses a phone to make any personal calls the Janitorial vendor will be financially responsible and the employee may be prohibited from entering the Premises.

2. SECURITY REQUIREMENTS.

- 2.1 Authorized Personnel.** Janitorial vendor's employees or agents are expected to be fully trained, competent individuals. Janitorial vendor or Janitorial vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Janitorial vendor assigned to work in the Premises.
- 2.2 Background Check.** All employees or agents of Janitorial vendor that will be working in Demised Premises are required to have a local law enforcement background check completed. Prior to entering the Demised Premises to work, all Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.
- 2.3 List of Janitorial vendor's Employees.** Janitorial vendor shall furnish the Landlord with a list of all proposed employees. Janitorial vendor shall ensure that all background checks shall have been made and the results submitted to the Property Manager at least seven (7) days prior to an employee starting work in the buildings.
- 2.4 Change in Janitorial vendor's Employees.** In the event it is necessary for Janitorial vendor to replace or substitute an employee, either on a temporary or permanent basis, Janitorial vendor shall notify the Property Manager prior to the change and shall also insure that the required background checks have been completed and the results provided to the Property Manager. Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.
- 2.5 All Exterior Doors.** During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Janitorial vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior door way is being cleaned and Janitorial vendor's employees remain present until the exterior door is closed and locked. The Janitorial vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.
- 2.6 All Interior Doors.** During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Janitorial vendor's supervisor will be responsible for ensuring all interior door have been secured when work is completed.

2.7 Building Keys, Alarm Code and Proximity Card Care. The Janitorial vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Janitorial vendor. The Janitorial vendor shall notify the Property Manager in writing when any of Janitorial vendor's employees resigns, is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Janitorial vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Janitorial vendor's expense.

3. PROJECT SPECIFICATIONS.

3.1 Hours of Service. All normal, routine service, inspection work and cleaning of building is to be completed **five (5) days per week, Sunday through Thursday, between the hours of 6:00 p.m. to 6:00 a.m., except for emergency call back services.**

3.2 Required Notice to Tenant for Special Projects. The Property Manager shall notify Tenant in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

4. DAILY CLEANING SPECIFICATIONS.

GENERAL OFFICE AND PUBLIC AREAS. *NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces are that are not cleaned-off shall not be cleaned.

A. OFFICES AND PUBLIC AREAS

4.1 Trash from Wastebaskets/Trash Receptacles and other waste material labeled as trash must be removed from the building. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the large green dumpsters provided. Recycle paper in white boxes/bins throughout the building are to be put into the white recycle dumpsters, where available, on the complex. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.

4.2 Thoroughly Vacuum all Exposed Carpeted Areas. This will include all offices, public areas, and traffic areas including all corridors and paths ways within office areas. All throw rugs are to be vacuumed nightly also. The only vacuum that will be acceptable in any State building will be a vacuum equipped with a HEPA filtration system that meets all State and Federal legal requirements. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them and all equipment will be subject to inspection and approval by the Lessor/Property Manager prior to contract award.

4.3 All Carpet Areas are to be Spot Cleaned Daily. During normal service hours, Vendor shall use its best efforts to remove stains from carpets, throw rugs and other flooring material. The following process will take place anytime a carpet gets a stain of any type. The affected area will be vacuumed and a spot cleaner applied to remove the stain. If this does not eliminate the stain the Vendor shall notify the Lessor/Property Manager the very next business day Monday through Friday 7:00 a.m. to 5:00 p.m.

4.4 Carpet Care/Staple/Paper Clip Removal. All carpet areas must have any/all staples and/or paper clip removed on daily basis. At no time is there be an accumulation of staples in any carpet area. All gum and other foreign matters that are in the carpet will also be removed on a daily basis. If a foreign substance will not come out, the Lessor/Property Manager is to be notified immediately the next business day, Monday

through Friday 7:00 a.m. through 5:00 p.m.

- 4.5 Daily Dusting.** It being understood that the following requirements cannot be completed daily throughout the entire building, however, Vendor shall schedule daily work so that the requirements of this Section 5.1. (6), are completed though-out the entire building each week Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are the surface.
- 4.5 Daily Dusting. (Continued)** The only exception will be if a desk or table has a note asking that the surface not be cleaned. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects. Walls and doors are to be kept clean and free from spots and hand prints. The kick plates at the bottom of any door also will be cleaned daily. ***NOTE!** It is to be understood that custodians are never to wedge a door open in the jamb/hinge area.* The Vendor will be responsible for the cost for repairing the damaged doors due to this practice. All doorways and/or entrances will be manually swept thoroughly everyday.
- 4.6 Hard Floor Care.** Dust mop and spot damp mop with cool, clean, water all tile, ceramic, stone, resilient, linoleum or other compound tile floor daily. Upon completion of daily routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. Brick floors will be swept and spot mopped. Hardwood floors will be dust mopped with an untreated mop head only
- 4.7 Clean, Sanitize and Polish Drinking Fountains.** Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks. Drinking fountains are to be polished with a stainless steel polish.
- 4.8 Customer Service Counters.** Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters they are to be dried to insure that the counters are not sticky or streaked from the cleaner used.
- 4.9 Clean Entryways and Glass in Entryway Doors.** Entry glass is to be cleaned inside and outside daily utilizing a chemical to minimize fingerprints. Entry doors are to be considered all doors that lead in or out of a building and the windows that in compass the entry, whether it be just one or a hall way that is considered the entry corridor this is to height of not to exceed twelve feet.
- 4.10 Cigarette Ash-trays and Sand Urns in Smoking Areas.** All cigarette butts, matches, bits of paper etc. are to be removed daily and sand added as needed to maintain a full level. On the last day of each month Vendor shall dispose of the old sand and refill the container with new sand. The sand will be provided by the Vendor.
- 4.11 Copy Room Care.** All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then spot damp mopped nightly, leaving no streaks. This includes around and under the copy/shredding machine.
- 4.12 Rubberized Mat/Carpets Care.** Vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.
- 4.13 Interior Stairwells.** All stairwells are to be dust mopped or swept nightly and the hand rails are to be wiped with a neutral cleaner nightly. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately. All trash and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

4.14 Vending Room/Area and Machines. All vending machines throughout the buildings are to be kept clean on the exterior of the machine. The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges. The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them

4.15 Elevators. Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc. The surfaces should never show streaks or smudges. The elevator door tracks shall be kept clean and free of debris. NOTE! If the elevator company has to come out because of a dirty track, the vendor will be charged after the first offense.

B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS.

RESTROOMS, LOCKER ROOMS, AND SHOWER ROOMS. Cleaning of all restrooms, locker rooms and shower rooms are a high priority and are to be cleaned and serviced on a daily basis. All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted. *The term "CLEAN" as defined here will be construed to mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixture within these restrooms, locker rooms and shower rooms.*

4.16 Soap Dispenser Care. Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak free. Broken soap dispensers are to be reported to the Lessor/Property Manager or replaced the very next business day.

4.17 Trash Receptacle/Waste-Can Care. Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly. The containers are never to be streaky or smudged.

4.18 Mirror and Glass Care. Wash all mirror surfaces with glass cleaner. At no time are mirrors to be left streaky or with smudges on them. The stainless around the mirror will be dusted nightly and polished where applicable.

4.19 Ceramic Tile Walls and all Partition Care. All partitions and ceramic tile walls are to be wiped down nightly with a disinfectant and left with a streak free appearance.

4.20 Clean, Polish and Sanitize Toilets. All porcelain and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free.

4.21 Clean, Polish and Sanitize Urinals. All porcelain is to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom side. All stainless steel, where applicable, is to be polished. Urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the vendor's staff, cleaned under and then replaced. NOTE! The drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.

4.22 Toilet Paper Dispenser Cleaning/Re-Filling. All toilet paper dispensers are to be checked and refilled daily. If at the end of the day, a roll of toilet paper is 1/3 one third or less it is to be replaced and the partial roll left next to the dispenser. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. All Note! The only paper that will be considered acceptable will be a quality white 2-ply.

4.23 Paper Towel Dispenser Cleaning/Re-Filling. Paper towel dispensers are to be checked and refilled to maximum nightly. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *The only paper that will be considered acceptable will be a, single, bi-fold and/or multi-fold, paper towel, that is compatible with the dispenser. The paper product must contain no*

dyes in the paper.

4.24 Sanitary Napkin Depositories, Cleaning and Lining/Bagging. In the ladies rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used, they are to be replaced. *Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.*

NOTE! Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.

4.25 Graffiti Removal on all Surfaces. Remove all graffiti from all surfaces. Vendor may consult with any specialist and/or the Lessor/Property Manager in completing the removal of graffiti. The Vendor must notify the Lessor/Property Manager, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, within twenty-four (24) hours of finding the problem.

4.26 Floor drains are to be flushed with an approved disinfectant type solution.

C. EMPLOYEES LOUNGE AND BREAK ROOM:

FOOD AREAS. Cleaning of all lunchrooms (excluding appliances, dishes, and utensils) and break-rooms are a high priority and are to be cleaned with approved cleaners and disinfectants that will not harm finishes. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.

5. WEEKLY PROCEDURES:

A. OFFICES AND PUBLIC AREAS

5.1 Weekly Vacuuming. In addition to the daily specifications above, one time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed. The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum. It is to be understood that the only area that the back pack vacuum will be considered permissible in any State building will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

5.2 Weekly Cleaning. Spot clean to remove all spots and marks from walls, around light switches, door knobs, and door jams. All HVAC supply and return air vents are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look. All surrounding areas of all wall and ceiling vents will be cleaned of any/all dust and/or residual discoloration. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside. All floor drains are to be flushed out with a disinfectant solution. All stairwells in the building are to be dust mopped then wet mopped. The stairs are to be left clean with no film or streaky finish from the cleaning solution.

5.3 Weekly Hard Floor Care. Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Spray buff using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

Step 4. Dust mop again to pick up any particles left from burnishing. Upon completion of weekly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. There should not be a visible

build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

5.4 Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

- **Sealed concrete:** Dust mop and wet mop until no streaks are visible
- **Hardwood Floors:** Shall be vacuumed using a hard floor attachment to remove dirt and debris from cracks. Then shall be damp mopped, not wet mopped using 2 ounces per gallon of Pacific Cleaner.
- **Polished marble or Granite:** Mop with neutral ph cleaner specifically for stone and buff with white pad.
- **Terrazo:** Mop using water based terrazzo cleaner.
- **Brick and Tile:** Auto scrub using a nylon grit brush.

5.5 Rubberized Mat/Carpets Care. Vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.

5.6 Stairwell Interior and Exterior. All stair wells are to be dust mopped then wet mopped with an appropriate cleaning solution. All hand rails are to be cleaned with an appropriate cleaner. The stairwells are to be left free of any film or streaky finish from the cleaning solution used. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately. All trash and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

6. MONTHLY CLEANING SPECIFICATIONS.

6.1 Monthly Hard Floor Care. Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Deep scrub floor using a floor machine and blue pad to remove soil, scuffs and black marks.

Step 4. (a) Re-coat VCT and linoleum floors with two coats of non-slip wax.

6.2 Burnish all floors using a high-speed floor machine to achieve a wet- look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present

Upon completion of the monthly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

6.3 Monthly Hard Floor care for Tile floors (ceramic, Terra cotta, slate etc.) if already treated, re-coat with appropriate finish acceptable to the Lessor/Property Manager.

6.4 Doors: Wood, Metal, Glass and/or Plastic Care. All interior and exterior doors shall be cleaned. The

as acceptable in writing by the Buildings and Grounds representative. Minimum requirements for carpet cleaning company is five (5) years service. Note: CARPET CLEANING TO BE PRICED SEPARATELY PER FLOOR AND INVOICED SEPARATELY.

8.3 Base Cove and Wainscot Care. Wipe down/clean all base-cove wainscot throughout the building. The cleaner used should leave a desirable luster. Vendor to consult with the Lessor/Property Manager on the proper cleaner to use.

8.4 Light Fixtures and Diffusers. Clean all light fixtures and diffusers inside and outside throughout the building

9. ANNUAL PROCEDURES:

9.1 Window Blinds. All window blinds will be cleaned using a HEPA vacuum with a blind cleaning attachment. All blinds will be cleaned every June; Lessor/Property Manager is to be notified upon completion.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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: \$65,362,933.27

Funding Source: All Funds

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

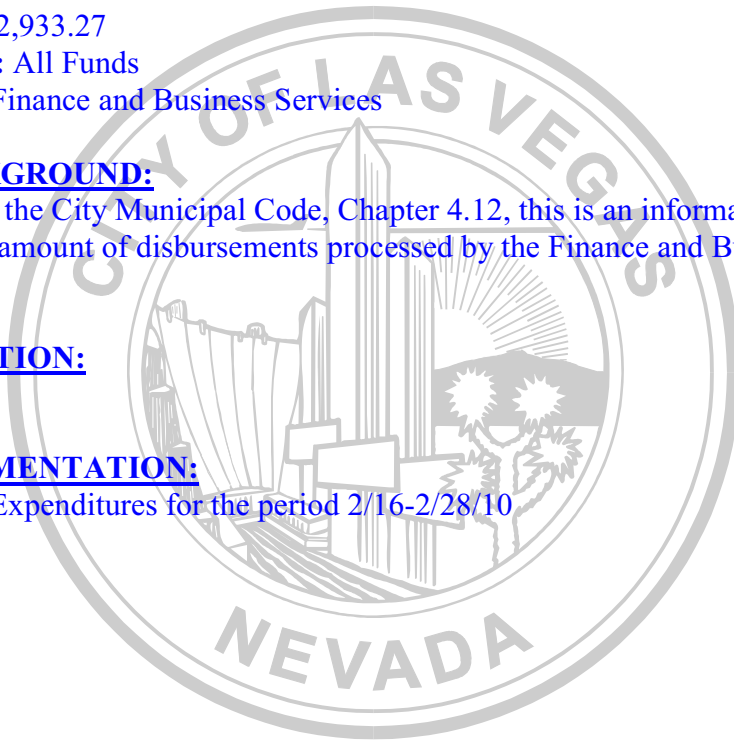
In compliance with the City Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Summary of Cash Expenditures for the period 2/16-2/28/10



City of Las Vegas

Summary of Cash Expenditures

For period of 2/16-28/10

Total Services & Materials Checks :	\$10,336,753.88
Total Services & Materials EFT Payments :	\$2,722,336.15
Total Wire Transfers:	\$45,570,916.81
Total Payroll Checks:	\$6,732,926.43

Grand Total:	\$65,362,933.27
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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 March 17, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 Lillian Salazar, Location: El Charrito Lindo, 3790 East Owens Avenue, Suite 120, Date: April 3, 2010, Type: Special Event General, Event: Quinceanera, Responsible Person in Charge: Lillian Salazar - 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. - 1:00 a.m. Estimated attendance is 150. No security will be provided.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 Package License,
From: Lucky Stores LLC, dba Lucky #6030, To: Cardenas Markets, Inc., dba Cardenas, 2400
East Bonanza Road, Jesus Cardenas Sr., CEO, Dir, 47%, Luz Cardenas, Sr VP, Dir, 47%, Jose
Cardenas, Secy, Dir, 2%, Guadalupe Cardenas, CFO, Dir, 2%, Jesus Cardenas Jr., Sr VP
Marketing, Dir, 2% and George Cardenas, VP IT, Dir - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

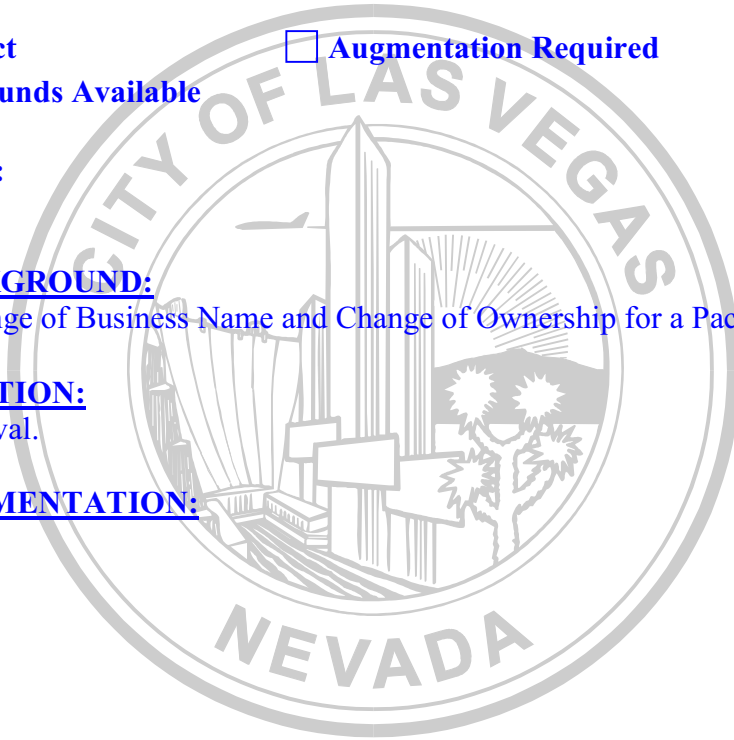
Approval of a Change of Business Name and Change of Ownership for a Package License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an extension of a new Temporary Beer/Wine/Cooler On-sale License, MDC Restaurants, LLC, dba Coco's 6057, 2411 West Sahara Avenue, Vincent Eupierre, Managing Mmbr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

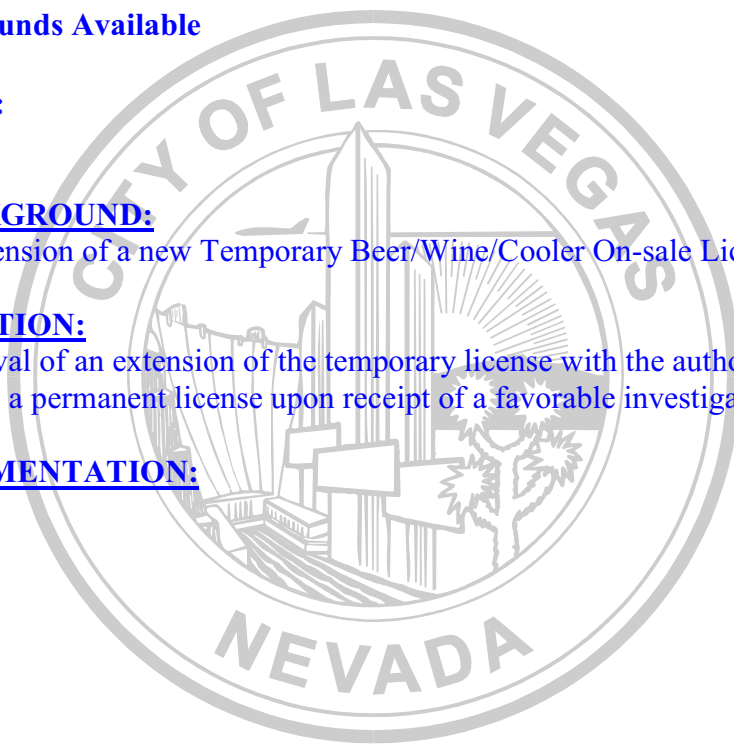
Approval of an extension of a new Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an extension of a new Temporary Beer/Wine/Cooler On-sale License, MDC Restaurants, LLC, dba Coco's 6058, 4949 North Rancho Drive, Vincent Eupierre, Managing Mmbr, 100% - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of an extension of a new Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an extension of a new Temporary Alcoholic Beverage Caterer License, Firefly Downtown, LLC, dba Firefly Kitchen & Bar, 1 South Main Street, John Simmons, Mgr, 100% - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of an extension of a new Temporary Alcoholic Beverage Caterer License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale License, Saved by the Grill, LLC, dba From: Famous Uncle Al's Hot Dogs & Grill, To: Great Links Hot Dogs & Grill, 6010 West Craig Road, Suite 110, Guy Shields and Catherine Shields, 100% jointly with spouse - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

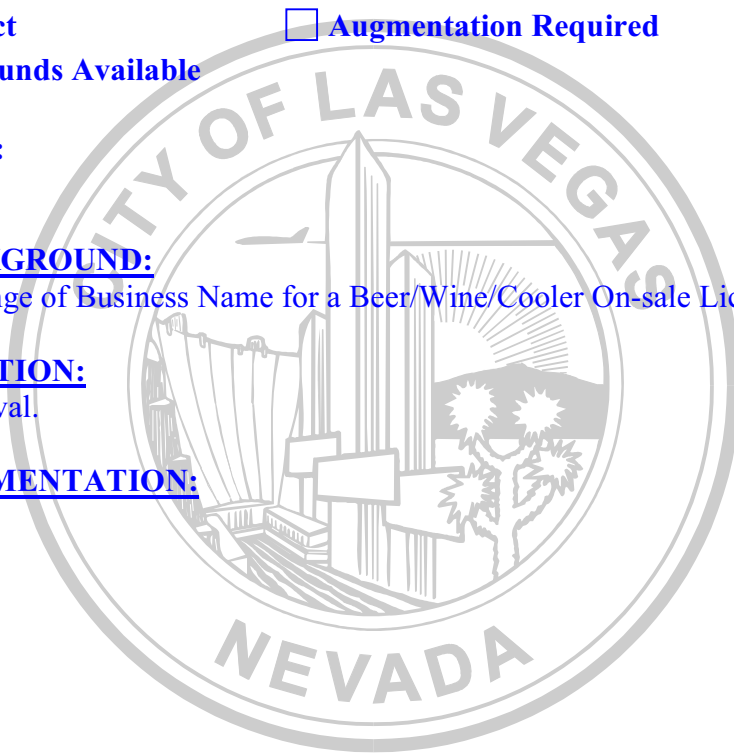
Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Change of Business Name for a Tavern License subject to Health Dept. regulations, Sun City Summerlin Comm Assoc, dba From: Palm Valley Golf Course/Vista, To: Vista Grille, 9201 Del Webb Boulevard, Joseph Kelly, Operations Mgr and Ron Winkel, Exec Dir - Ward 4 (Anthony)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Change of Business Name for a Tavern License.

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Massage Establishment License, Renaissance Health Centre LLC, dba Renaissance Health Centre LLC, 2820 West Charleston Boulevard, Suites A6, Terry G. Pfau, Mmbr, Mgr, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business - Renaissance Health Centre LLC]

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Massage Establishment License.

RECOMMENDATION:

Recommend approval subject to the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation cannot exceed the hours of operation of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an extension of a new Temporary Massage Establishment License, Shape Within, Inc., dba Shape Within, Inc., 7720 West Sahara Avenue, Suite 104, Sharen Black, Pres, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business – Family Care Chiropractic]

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of an extension of a new Temporary Massage Establishment License.

RECOMMENDATION:

Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation cannot exceed the hours of operation of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an extension of a Temporary Class II Secondhand Dealer License, Nicole Sorrentino, dba Chique, 9691 Trailwood Drive, Suite 101, Nicole Sorrentino, Owner, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of an extension of a Temporary Class II Secondhand Dealer License.

RECOMMENDATION:

Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and limited to the sales of new and used clothing.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Purchase Agreement No. 100025-TM, Scour Filtration System for the Water Pollution Control Facility located at 6005 Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: ROBERTS SERVICES, INC. (\$2,826,944 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$2,826,944

Funding Source: Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This requirement will provide for the purchase of a scour filtration system for use at the Water Pollution Control Facility. The Public Works Engineering staff has installed and tested two of these proprietary units and approved the performance. This request is to complete the installation of the remaining twenty-eight units. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), Items which may be contracted only from a sole source.

PCC: T. Maino

POC: Mike Gregg - (541) 929-4923

RECOMMENDATION:

That City Council approve award of Purchase Agreement No. 100025-TM, Scour Filtration System for the Water Pollution Control Facility to Roberts Services, Inc. in the amount of \$2,826,944 and a construction conflicts and contingency reserve of \$282,694. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Purchase Agreement No. 100025-TM

**PURCHASE AGREEMENT
100025-TM Scour Filtration System**

THIS PURCHASE AGREEMENT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Roberts Services, Inc. (hereinafter, "Company") having its principal office at Sixth and Columbia Ave, Darby, PA 19023.

SECTION A – Summary of Agreement

This Agreement sets forth the terms and conditions for the purchase and delivery of the Goods described herein, which, upon execution of the parties forms a legally binding contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Purchase Agreement:

(a) "*Award Date*" means the date that this becomes effective, which is entered into the first paragraph above upon execution by an authorized representative of the City.

(b) "*City*" means the City of Las Vegas.

(c) "*City Council*" means the governing body of the City.

(d) "*Company*" means the individual, partnership, limited liability company, or corporation responsible for the performance of this Purchase Agreement.

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

(f) "*F.O.B. Destination*" means the Company is responsible for paying all of the shipping charges to transport the Goods and that it assumes all risks associated with such transportation.

(g) "*Goods*" has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as "materials", "goods", "equipment", "products", and "supplies".

(h) "*Prompt Payment Discount*" means a price discount offered by the Company, which applies to the Agreement price if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(i) "*Purchase Agreement*" (or "*Agreement*") means this document, incorporating the provisions of Sections A through F, that obligates the Company to deliver certain Goods to the City and for the City to pay the Company upon the City's acceptance of the Goods.

(j) "*Purchase Order*" means the administrative document issued by the City to facilitate the processing of payments for the purchased Goods.

B-2 Agreement Type

This is an Agreement for a one-time purchase of the Goods described in Paragraph B-3 below.

B-3 Pricing

(a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.

(b) Prices and description of Goods are as follows:

ITEM DESCRIPTION	QTY	EACH PRICE	TOTAL COST
Aries Managed Air Scour Filtration System	28	\$100,963.00	\$2,826,944.00

(c) The prices set forth in (b), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement.

B-4 Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph B-3 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

B-5 Billing and Payment

(a) The City will issue a Purchase Order, subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of the Goods. Beyond what is set forth in this Agreement. The Agreement number will be reflected on the face of the Purchase Order.

(b) The Company shall submit a monthly detailed invoice to the City after shipment of the Goods and completion of work for the preceding month. All invoices should (i) identify charges against specific Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Purchase Order and Agreement number and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the Goods for which payment is requested. Upon acceptance of the Goods and of the work completed by the City and reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days. The City will retain ten percent of the overall project cost to be released upon final acceptance by the City. **Invoices received without a valid purchase order number will be returned unpaid.** Invoices for partial shipments must only include items actually sent in the partial shipments.

(c) Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

Invoice copy shall be submitted to:

Water Pollution Control Facility
City of Las Vegas
Attention: Mr. Frank Needham
6005 Vegas Valley Drive
Las Vegas, NV 89142

B-6 Delivery Schedule

(a) The Company shall deliver all Goods to the City in accordance with the schedule as determined by the City's project manager, Frank Needham at (702) 229-1653. The estimated project completion date is 365 days after award. A project review meeting will take place prior to the start of any work on site. The City's project manager, Frank Needham, will schedule that meeting after award.

B-7 Delivery – F.O.B. Point

(a) The Company shall deliver the Goods, F.O.B. Destination, to the following address:

City of Las Vegas, Environmental Division
6005 E. Vegas Valley Drive
Las Vegas, NV 89142

(b) The Company shall pay all freight charges. The Company shall file all claims and bears all responsibility for the Goods from the point of origin to the City's destination. All prices shall include delivery as well as any necessary unloading.

B-8 Partial Shipments

Partial Shipments are allowed.

B-9 Additional Delivery Instructions

The Company shall provide five days notice to the City in advance of delivery. The City reserves the right to refuse delivery if advance notice is not given. Notice shall be provided to Frank Needham at (702) 229-1653.

B-10 Liquidated Damages

(a) The Company hereby acknowledges that time is of the essence in the delivery of the Goods under this Agreement. The Company further acknowledges that in the event the Goods are not delivered by the deadline set forth in Paragraph B-6, "Delivery Schedule", the City will suffer damages which are difficult to ascertain, such as, but not necessarily limited to the loss of use of the scouring basins. Because it is difficult or impractical to determine the amount of actual damages which would be incurred by the City, the Company shall pay liquidated damages to the City in the amount of \$1,000.00 per calendar day for each day beyond the deadline through (i) the date that the Goods are finally delivered to the City, (ii) the date of termination of the Agreement, or (iii) the date that substitute Goods are procured and received by the City, whichever is the first to occur.

(b) This clause is intended to compensate for the uncertain damages suffered by the City for failure to deliver the Goods in a timely manner and is in addition to, and not in lieu of, any increased cost which may be incurred by the City in procuring substitute Goods (the recovery of which is provided for in Paragraph E-3(c), "Termination for Default"). The Company will not be charged with liquidated damages when the delay in delivery is beyond the control and without the fault or negligence of the Company as defined in Paragraph E-3(d), "Termination for Default". Should the City determine that liquidated damages are to be assessed, the City will provide notice to the Company pursuant to Paragraph D-1, "Legal Notice", and will process a credit against any unpaid Company invoice(s) approximately ten (10) working days after notice is sent. Failure to agree on the amount of liquidated damages assessed is subject to resolution under Paragraph E-1, "Disputes".

SECTION C – Specification/Statement of Work

C-1 General

The Company shall deliver the Goods to the City under the terms and conditions set forth in Attachment No. 1 and as specified in the installation and operations manual for the Aries Managed Air Scour Filtration System. The Company shall ensure that a project manager/superintendent is on site and available to City staff at all times.

C-2 New Goods

The Goods delivered under this Agreement must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Agreement. Demonstrator and reconditioned Goods are not acceptable.

C-3 Material Safety Data Sheets

(a) The Company shall provide the City with current Material Safety Data Sheets (MSDS) for all hazardous Goods delivered under this Agreement.

(b) The Company shall include an applicable MSDS with each individual shipment of hazardous goods shipped under this Agreement.

(c) Submission of MSDS materials to the City is a separate requirement from any that may be contained in the hazardous materials regulations promulgated by the Department of Transportation (49 CFR 100, et. seq.).

(d) The Company shall provide updated MSDS(s) to the City as changes are published.

(e) Inquiries regarding City MSDS requirements should be directed to the following: City of Las Vegas, Human Resources Department, ATTN: Safety/Loss Control Officer, 400 Stewart Avenue, Las Vegas, Nevada 89101.

C-4 Packaging and Shipping

The Company shall ship and deliver the Goods in a manner that assures the Goods are protected against damage, deterioration and contamination.

C-5 Warranty

The Company shall guarantee all workmanship, materials and equipment furnished for a period of twelve months after the final acceptance of the Goods. If, during the guarantee period, any defects or faults are found, in the Goods the Company shall immediately, notify the City and proceed, at its own expense (including freight), to replace or repair the same, together with any damage to the finishes, fixtures, equipment, and furnishings that may have been damaged as a result of this defective workmanship materials or equipment. In the event a warranty in excess of the City's requirements is available from the manufacturer, it shall be offered to the City at no additional expense. The Company must complete warranty replacement or repair within thirty calendar days after receipt of notification from the City.

C-6 Compliance with Laws

(a) The Company, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement 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.

(b) If a City of Las Vegas Business License is required for performance of this Agreement, the Company is expected to maintain that license throughout the term of the Agreement.

SECTION D – SPECIAL CLAUSES

D-1 Legal Notice

(a) 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 (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
 Tel: (702) 229-6231
 Fax: (702) 384-9964

FOR THE COMPANY: Roberts Services, Inc.
Mike Gregg, Regional Sales Manager
Sixth and Columbia Avenue
P.O. Box 167
Darby, PA 19023
Tel: (610)583-3131
Fax: (610) 583-0117

(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 Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, liquidated damages, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

D-2 Inspection and Acceptance

(a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Agreement. In the event deficiencies are detected, the Goods will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.

(b) It shall be the responsibility of the Company to arrange for the return and to pay all costs for return due to its error.

D-3 Contact Personnel

(a) The Company shall appoint a Company Representative to oversee performance of this Agreement, and notify the City in writing of the Company Representative's name, telephone number, and e-mail address. The Company Representative shall be the primary point of contact for all issues involving order fulfillment, payments, quality, and other matters arising under this Agreement. The Company Representative shall be available to discuss Agreement status or performance issues with the City as the need arise.

(b) All Company inquiries to the City should be directed to the Buyer identified on the Purchase Order.

D-4 Rules of Precedence

(a) In the event of a conflict between the specific language set forth in Sections B through E of this Agreement 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.

(b) Although any omission in this Agreement may be addressed through an application of the Uniform Commercial Code (U.C.C.) Article 2, the express provisions of this Agreement prevail over the U.C.C.

D-5 Federal Funding

This Agreement does not utilize Federal funds.

SECTION E – GENERAL CLAUSES

E-1 Disputes

(a) In the event of a dispute hereunder, the parties shall attempt to amicably resolve the matter through escalating levels of management. Venue for any litigation shall be in Las Vegas, Nevada. The City retains the right to have any dispute submitted to arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial Court of the County of Clark, State of Nevada.

E-2 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason. Such termination shall be effectuated 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 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 thirty (30) calendar days after receipt of an adequately documented written request. The City reserves the right to determine whether the costs billed by the Company through the date of termination are fair and reasonable.

E-3 Termination for Default

(a) The City may, by written notice of default to the Company, terminate this Agreement in whole or in part if the Company fails to:

- (i) Deliver the Goods or perform services within the time specified in this Agreement or any extension;
- (ii) Make progress, so as to endanger performance of this Agreement; or
- (iii) Perform any of the other provisions of this Agreement.

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above may be exercised if the Company does not cure such failure within ten (10) 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 Agreement.

(c) If the City terminates this Agreement 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 goods or services. However, the Company shall continue with performance of the Agreement not terminated.

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

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

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

E-4 Insurance

The Company shall procure and maintain Workers' Compensation and General Liability Insurance, at its own expense, for all work related to the performance of this Agreement.

E- 5 Public Records

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 Agreement, all supporting documents, and proposals submitted are deemed to be public records

E- 6 Indemnity

(a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney 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, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the terms, conditions and covenants of this Agreement, regardless of whether the Liabilities were caused in part by the City. Any money due and owing the Company under this Agreement may be retained by the City for its protection. 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.

(b) 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 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City its officers, employers, agents and consultants(collectively herein the "City) representatives respectively from and against any and all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Agreement. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E- 8 Assignment of Contractual Rights

The Company shall not assign, transfer, convey or otherwise dispose of the Agreement or its right, title or interest in or to the same, or any part thereof, without the prior written consent of the City and any sureties.

E- 9 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement 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 Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

E-10 Audit of Records

(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

The Company represents that it is fully experienced and properly qualified to deliver the Goods provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. The Company shall act as an Independent Contractor and not as the agent of the City in performing the Agreement. The Company shall maintain complete control over its employees and all of its manufacturers, suppliers, and subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such manufacturer, supplier or subcontractor and City. Company shall perform all work in accordance with its own methods subject to compliance with the Agreement.

E-12 Use By Other Government Entities

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining this Agreement at the option of the Company only. In the event the Company allows another governmental entity to join this Agreement, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-13 Waiver

Waiver of any of the terms of this Agreement 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 Agreement, 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 Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E-14 Modification/Amendment

This Agreement 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 Agreement shall be null and void, and may not be relied upon by either party.

E-15 Section and Paragraph Headings

The section and paragraph headings appearing in this Agreement 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 Integration

This Agreement 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 Agreement.

E-17 Marketing Restrictions

The Company may not publish or sell any information from or about this Agreement 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 Goods.

E-18 Limitation of Funding

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 Goods required under this Agreement.

E-19 Changes – Fixed-Price Goods

(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 Agreement in any one or more of the following:

(i) Description of Goods to be provided.

(ii) Time of delivery.

(iii) Place of delivery.

(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 Agreement, whether or not changed by the order, the City shall make an equitable adjustment in the Agreement price, the delivery schedule, or both, and shall modify the Agreement.

(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 Agreement.

(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 Agreement as changed.

(f) 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-20 Counterpart Signatures

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 and Exhibits are hereby incorporated into this Agreement:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment No. 1	Roberts Services, Inc. (EI-07-4160-S1)	12/4/09	4

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement 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. Lidiella
Deputy City Attorney

3/4/10
Date

ROBERTS SERVICES, INC.

Andrew Taylor 03/04/2010
ANDREW TAYLOR, National Sales Manager
"Company"

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement 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:



Deputy City Attorney

3/4/10

Date

ROBERTS SERVICES, INC.

ANDREW TAYLOR, National Sales Manager

"Company"

ATTACHMENT No. 1



Roberts Services, Inc. *A Unit of the Roberts Filter Group*

PROVIDING SPECIALIZED PRODUCTS TO THE WATER AND WASTEWATER TREATMENT INDUSTRIES

Sixth and Columbia Avenue

P.O. Box 167

Darby, PA 19023

www.robertsfiltergroup.com

610-583-3131

Fax 610-583-0117

December 4, 2009

City of Las Vegas
Water Pollution Control Facility
6005 E. Vegas Valley Drive
Las Vegas, NV 89142

Attention: Mr. Tom Maino

Reference: Las Vegas, Nevada
Roberts' Original Contracts No. 2563, 2592 & 3673-S

Subject: Roberts' Proposal EI-07-4160-S1

Gentlemen:

Roberts Services, Inc. ("Roberts") is pleased to offer the below scope of work for twenty-eight (28) existing filters, each measuring 18'-0" x 28'-0". Roberts proposes to furnish all equipment, material and labor for a turnkey project.

Scope of Work

1. The existing filter Air Grid Systems within each filter basin shall be removed and turned over to Owner for disposition.
2. The media from adjacent filters shall be removed and reinstalled in filters on a rotating basis.
3. The in-filter air supply piping for the Aries® System shall be furnished and installed starting at the existing air supply line located in the filter waste gullet. The existing supply line shall be cut and a Schedule 80 PVC van stone flange installed to connect the new supply piping. The new in-filter air supply piping shall be fabricated of Schedule 5, Type 304L stainless steel with Type 304 stainless steel support hardware.

The ROBERTS FILTER GROUP of Companies

Roberts Water Technologies • Roberts Environmental • Roberts Services • Roberts Leotech • Roberts Filter International • Roberts of Puerto Rico

4. The Aries® units shall be furnished and installed including Aries® modules, drop pipes and stabilizers. Modules shall be fabricated of Type 316 stainless steel and drop pipes of Schedule 5/40, Type 316L stainless steel. Stabilizers shall be fabricated of Type 316 stainless steel.

Note:

- a. The standard Aries® Managed Air System is designed to operate at 2.5 scfm/sf of filter area. The system proposed has been sized to operate at 4 scfm/sf of filter area.
5. Make-up material for twenty-seven (27) filters consisting of 1" of silica sand and 2" of anthracite shall be furnished for installation as required.

Notes:

- a. Any filter media not incorporated into the work shall be turned over to Owner.
 - b. Should additional filter media be required, a change order request shall be submitted.
6. New filter media of the following configuration shall be furnished and installed in the last filter reworked:

<u>Effective Size</u>	<u>Uniformity Coefficient</u>	<u>Media Type</u>	<u>Finished Depth</u>
0.40-0.50 mm	1.5 Max	Sand	12"
0.95-1.05 mm	1.5 Max	Anthracite	24"

Notes:

- a. All filter media shall meet or exceed AWWA B-100 Standard.
7. Following installation of the new filter media in the last filter, the bed shall be backwashed and skimmed to remove media fines.

Support Gravel Allowance

1. Field labor shall be furnished for removal of existing gravel in two (2) filters. All removed material shall be disposed on-site.
2. Support gravel shall be furnished and installed in two (2) filters. Gravel shall be furnished in four (4) different grades for a total finished depth of 12".

Total: \$2,826,964

\$2,826,964

1. F.O.B. shipping points with freight prepaid and allowed to the jobsite.
2. Exclusive of any Federal, State, Manufacturer's Use Tax or any other taxes which may be applicable.
3. For acceptance within thirty (30) days.
4. Based upon return of approved submittal data within two (2) weeks of submittal.

Mechanical submittal shall be provided in three (3) to four (4) weeks after acknowledgment of order.

Equipment shipment shall commence within ten (10) to twelve (12) weeks after receipt of approved drawings or receipt of written notice to proceed with manufacturing.

If it is established, within one year after delivery to the Buyer, that any material or workmanship was defective at time of shipment, Seller will, at Seller's option, repair or furnish such goods.

Per City of Las Vegas, Standard Terms and Conditions for Purchase Orders. Warranty period further defined above.

Performance Bond:

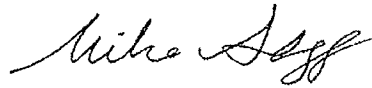
Performance Bond cost is included in the sale price and will be obtained by Roberts

Work & Materials Not Included:

Roberts does not include any pipe, fittings, thimbles, grout, valves, supports therefore, spare parts, misc. iron work, pumps, field wiring, controls, instrumentation, structural and concrete work, nor any other materials, labor, supervision or services which are not specifically covered within the above specified scope of this proposal.

We sincerely thank you for the opportunity of providing this proposal to you for your review and consideration, and look forward to the opportunity to be of service.

Respectfully yours,
ROBERTS SERVICES, INC.



Mike Gregg
Regional Sales Manager
(541) 929 4923

MAG:kpr

CC: AST, RLR

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Agreement No. 100170-TF, Prime Design Services Agreement for Oakey Storm Drain - Cahlan to Barnard - Department of Public Works - Award recommended to: PB AMERICAS, INC. (\$260,000 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$260,000

Funding Source: Road and Flood CPF and Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

Services to be rendered include the design of approximately 3,500 feet of storm drain located on Oakey Boulevard between Cahlan Drive and Barnard Drive. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez

POC: Eric Hsu - (702) 697-8100

RECOMMENDATION:

That City Council approve award of Agreement No. 100170-TF, Prime Design Services Agreement for Oakey Storm Drain - Cahlan to Barnard to PB Americas, Inc. in the amount of \$260,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 100170-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT FOR OAKEY STORM DRAIN - CAHLAN TO BARNARD

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 **PB AMERICA, INC.**, (the "Consultant"), a **Corporation**, whose address is **3930 Howard Hughes Parkway, Suite 300, Las Vegas, NV 89169**, and fax number is **(702) 697-8170**.

WITNESSETH:

WHEREAS, the City intends to construct the **Oakey Storm Drain - Cahlan to Barnard** (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 if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

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

SECTION ONE CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

1.08 Responsibility for Construction Document Revisions.

A. Applicability. The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO CITY RESPONSIBILITIES

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

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

SECTION NINE AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, 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 including written permission to make changes or modifications to the plans.

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 including written permission to make changes or modifications to the plans. 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. Worker's Compensation Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. Commercial 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 combined single limit 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. Commercial Automobile Liability Insurance. This insurance shall protect the Consultant from claims 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. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. 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.

E. Cancellation or Modification of Coverage. The Consultant's Commercial 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 Commercial 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.

F. 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.

G. 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 its 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.

ATTEST

CITY OF LAS VEGAS

Beverly K. Bridges, MMC, City Clerk

Date

By _____

Kathleen C. Rainey, Manager
Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

Deputy City Attorney

Date

By _____

Samuel W. Tso, P.E., PB America, Inc.

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 ” CERTIFICATE OF DISCLOSURE**

EXHIBIT “A”

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Oakey Storm Drain – Cahlan to Barnard project is described in the 2008 Master Plan Update as Facility Numbers FWOK 0076 and FWOK 0100 which will be an extension of the Oakey Storm Drain system (FWOK 0060) beginning at Cahlan Drive to Valley View Boulevard along Oakey Boulevard. The design includes approximately 3,500 feet of storm drain system along Oakey Boulevard as well as storm drain design along side streets Barnard Drive, Campbell Drive, and El Cortez Avenue.

This project will include roadway reconstruction and rehabilitation for Oakey Boulevard between Cahlan Drive and Valley View Boulevard to the pre-construction condition with replacement of pavement markings along Oakey Boulevard. Side streets (Barnard Drive, Campbell Drive, and El Cortez Avenue) will also need roadway reconstruction and rehabilitation. No traffic study will be required for the roadway reconstruction. The City of Las Vegas has jurisdiction over all project-affected roadways.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 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.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", 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.

100.4 Plan Control and Standards

100.4.1 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

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.

100.5 Changes to Scope of Services

100.5.1 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.

100.5.2 The City Engineer or their authorized representative may at any time, only by 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.

100.6 Responsibilities of the Consultant

100.6.1 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 constructible, 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.

100.6.2 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.

100.6.3 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.

100.6.4 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.

100.6.5 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.

100.6.6 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.

100.6.7 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.

100.6.8 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.

100.6.9 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.

100.6.10 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.

100.6.11 Plan and Special Provision Production and Submission

100.6.11.1 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.

100.6.11.2 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.**

100.6.11.3 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.**

100.6.11.4 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.**

100.6.11.5 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.

100.6.12 Cost Estimates

100.6.12.1 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.**

100.6.13 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant in order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the change order), advance notice to the consultant is not always possible or practical. And, in fact, potential change order work, including force account work, is sometimes allowed to proceed prior to any change order being drafted or reason code applied by City.

100.6.14 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.

100.6.14.1 Article 200 – Preliminary and General Items

100.6.14.2 Article 300 – 30% Design Phase

100.6.14.3 Article 400 – 90% Design Phase

100.6.14.4 Article 500 – 100% Design Phase

100.6.14.5 Article 600 – Bid Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 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.

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

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

100.7.1.4 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

100.7.2 The City's Review Process

100.7.2.1 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.

100.7.2.2 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.

100.7.2.3 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.

100.7.2.4 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 20 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 three business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative (an email to the City's Project Manager of the draft minutes is acceptable – Microsoft Word document). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

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 ("CCRFC")
- 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. Traffic loops located at the Oakey Boulevard/Valley View Boulevard intersection may be impacted if work extends to this intersection. The signal at Campbell Drive operates by video detection. Major relocation design plans are anticipated for sanitary sewer within the project limits. In addition, the Consultant shall provide video inspection of sanitary sewer within the project limits. A digital video survey and a physical inspection of each manhole shall be done according to NASSCO-MACP (National Association of Sewer Service Companies-Manhole Assessment Certification Program) guidelines and NASSCO-MACP certified personnel. Pipeline segments shall be inspected via digital video survey equipment by NASSCO-MACP certified technicians. An assessment report shall be prepared identifying rehabilitation ratings and a rehabilitation recommendation for each sewer segment inspected.

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%, 90%, Pre-Final, and 100% 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%, 90%, Pre-Final, and 100%); and final Mylar's with impacted utilities approval signatures

200.4 Project Permits

200.4.1 Consultant shall provide a Section 8 Initial Screening and submit to RFCD for review and approval. 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 are anticipated for this project:

- Nevada Division of Environmental Protection (NDEP) General Permit

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: Submit two (2) bound copies of the Draft and Final Section 8 Initial Screenings to the City; Submit two (2) bound copies of the Draft and Final Section 8 Initial Screenings to RFCD. Matrix of require permits; correspondence; preparation of permit applications.

ARTICLE 300: 30% DESIGN PHASE

300.1 Survey

The City will prepare the survey and provide the ACAD drawing to the Consultant.

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 aeriels 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.

300.1.3 Record of Survey. The City shall provide a Record of Survey which will be stamped by City of Las Vegas' City Surveyor.

300.1.4 The City shall record the "approved" Record of Survey with the Clark County Recorder and provide a copy to the Consultant for inclusion in the 100% Final plan set.

300.2 Right-of-Way

300.2.1 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 1/2" 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.

300.2.2 Based on the 30% 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 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

300.2.3 30% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included in Preliminary Design Report.

300.2.4 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

300.2.5 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

300.2.6 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

300.2.7 Deliverables: 24" x 36" exhibits at the 30% Submittal as outlined in 300.2.3; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 300.2.4; 24" x 36" exhibits at the 100% Submittal as outlined in 300.2.5; Summary Letter of Right-of-Way, Easements and AEP status.

300.3 Records Review, Information Research and Analysis of Data

300.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

300.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

300.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

300.4 Utility Potholing

300.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of 35 potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

300.4.2 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.

300.4.3 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.

300.5 Geotechnical Investigation - Consultant shall provide geotechnical services to include research, field investigation, material testing, and analysis to develop geotechnical recommendations for the design and construction of the drainage facilities and reconstruction of the existing roadway.

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

- Geologic and soils maps will be reviewed for general soils and geologic conditions as well as the presence of identified geologic hazards
- For field geotechnical investigations, a traffic control plan will be formulated and submitted to City for approval. Proper signage and barricading will be implemented for all field studies. Utility clearance of all proposed exploration sites shall be obtained prior to any drilling or trenching. Exploration depths of 20 feet are anticipated to allow assessment of both roadway subgrade conditions as well as excavation characteristics and backfill requirements of storm drain improvements. Test borings will be advanced on approximate 500 foot centers (5 borings total) in staggered lanes as utility clearance will allow. The thickness of existing pavement and aggregate base will be measured. The underlying soils shall be sampled by standard soil sampling techniques of split spoon samplers advanced by drive hammers to correlate to Standard Penetration Testing (SPT). The presence of hard caliche will hinder standard sampling techniques, at which point, disturbed samples from drill cuttings will be collected. The soils encountered during exploration shall be logged and classified in the field. Consultant's geotechnical staff shall supervise all exploration

- Representative soil samples shall be analyzed in the laboratory for index properties including moisture content, grain size distribution, and plasticity characteristics. These tests are indicative of the soil's mechanical behavior and govern the remainder of the testing program
- Groundwater depth shall be determined, if encountered. Screening for hydrocarbon content will be by monitoring each boring with a Photo Ionization Detector (PID). Where the hydrocarbon vapors are detected and after consultation with the City, a monitor well will be installed, and chemical analysis of the groundwater will then be performed
- Analysis of research, field, and laboratory results shall allow formulation of geotechnical recommendations for the design and construction of the Project. These will include excavation characteristics, grading and filling requirements, paved structural sections, subgrade preparation, compaction levels, trenching, shoring, benching, bedding and backfill, and identification of recognizable construction problems
- A dewatering section shall be included in the geotechnical report which analyzes dewatering of the soil within the project limits. Include the groundwater quality test results, the groundwater level monitoring data, slug test data, and pumping test data. The write-up will estimate dewatering rates and quantities for locations along the alignment and for the proposed excavation depths. Also, dewatering methods suitable for the site and the proposed construction sequence will be discussed.

300.5.2 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.

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.

300.5.3 Deliverables: Submit one (1) bound copy of the Draft Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are also to be included in the Preliminary Design Report. The Consultant shall submit one (1) bound copy of the Final Geotechnical Report with the 90% Submittal as well as include the Final Geotechnical Report in the Draft Final Design Report.

300.6 30% Design Phase Submittal

300.6.1 30% Design Phase Plans

300.6.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

300.6.2 Preliminary Design Report

300.6.2.1 The results and summaries of items identified in subsections 300.1 to 300.5 above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

- Cover page
- Table of Contents
- Executive Summary
- Transmittal memo stamped and signed by the Consultant Project Manager
- Inventory of existing conditions, including photo library
- Adjacent completed projects summary
- Design controls and assumptions
- Survey Summary (including Record of Survey and approval from City Surveyor)
- Right of Way Summary (including 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)
- Utility Issues and Conflicts Summary
- Summary of Permits (including a summary matrix of required permits)
- Draft Geotechnical Report
- Preliminary Drainage Study (including hydraulic analyses)
- Bridge Type Selection Report
- Construction Cost Estimate and
- 30% Design Phase Plans

300.6.2.2 Comments received on the Preliminary Design Report will be addressed in writing and included in the Draft Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Draft Final Design Report.

300.6.3 Deliverables: Submit three (3) copies of the Preliminary Design Report to the City; Submit two (2) bound and one (1) unbound full size sets (24" X 36") and six (6) bound and one (1) unbound half size set (11" X 17") of the 30% Design Phase Plans to the City; Submit one (1) copy of the Preliminary Design Report and two (2) half size sets (11" x 17") of the 30% Design Plans to RFCD; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

300.7 Walk Through. After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

300.7.1 Deliverables: The Consultant shall submit a walk through Memorandum to the City's Representative to document field observations.

300.8 Overall Project Scope, Schedule and Budget Review

300.8.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Agreement was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation is concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this agreement or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this agreement. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this agreement as specifically allowed in other sections of this agreement.

300.8.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

300.8.1.2 Consultant is hereby informed of the purpose of the deliverables in **300.6** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 400: 90% DESIGN PHASE

400.1 90% Design Phase Submittal

400.1.1 Detailed Hydraulic Analysis and Draft Final Design Report - The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

400.1.1.1 Deliverables: Submit three (3) copies of the Draft Final Design Report to the City (with Response to Comments); Submit one (1) copy of the Draft Final Design Report to CCRFCD.

400.1.2 90% Design Phase Plans – This submittal will include further refinement of the 30% plans (including any necessary structural details) to reflect 90% completion and response to comments. 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 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 construction easements. 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. The 90% plans shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details
- Utility Plans
- Traffic Striping and Signing Plans
- Traffic Lighting Plans
- Traffic Signal Plans
- Structural Drawings
- Special Details as required for the Project
- School Flashers
- FAST Interconnect Plans
- Detour Plans
- Traffic Control Plans
- Bridge Design Drawings and Details
- Design Exception Memorandum

400.1.2.1 Deliverables: Submit two (2) bound and one (1) unbound full size sets (24" x 36") and nine (9) bound and one (1) unbound half size sets (11" x 17") of the 90% Design Phase Plans to the City; Submit two (2) bound half size sets (11" x 17") of the 90% Design Phase Plans to CCRFCD; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

400.1.3 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

400.1.3.1 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); Submit one (1) copy of the 90% cost estimate to CCRFCD.

400.1.4 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 90% 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.

400.1.4.1 Deliverables: Submit four (4) copies of the bound Special Provisions to the City as well as electronic copy (Microsoft Word format); Submit two (2) copies of the bound Special Provisions to CCRFCD.

400.1.5 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.

400.1.6 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.

400.1.7 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

- Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- Regional Flood Control District Citizen's Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

400.1.7.1 Deliverables: Board attendance; backup materials; presentation materials

ARTICLE 500: 100% DESIGN PHASE

500.1 100% Design Phase Submittal

500.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand alone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

500.1.1.1 Deliverables: Submit three (3) copies of the Final Design Report to the City (with Response to Comments), Submit one (1) copy of the Final Design Report to CCRFCD.

500.1.2 The 100% submittal shall include all the elements of Article 500, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of three steps: (1) a **100% Pre-Final (Bond) Submittal** will be made for final comment by the City and CCRFCD; (2) a **Pre-Mylar (Bond) Submittal** to the City incorporating comments on 100% Pre-Final (Bond) Submittal; and (3) the Consultant will incorporate all comments on the Pre-Mylar (Bond) 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.

500.1.2.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit two (2) bound and one (1) unbound full size sets (24" x 36") and nine (9) bound and one (1) unbound half size sets (11" x 17") of the 100% Pre-Final Design Phase Plans to the City; Submit two (2) bound half size sets (11" x 17") of the 100% Pre-Final Design Phase Plans to CCRFCD; Submit four (4) copies of the bound Special Provisions as well as electronic copy (Microsoft Word format) and 100% Pre-Final Cost Estimate by funding source to the City (one hard copy and electronic copy – Microsoft Excel format); Submit one (1) hard copy of the 100% Pre-Final Cost Estimate by funding source to CCRFCD; Submit two copies of structural calculations to the City; Submit two copies of the bound Special Provisions and two copies of structural calculations to CCRFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

500.1.2.2 Deliverables for the Pre-Mylar (Bond) Submittal: Submit one (1) unbound full size set (24" x 36"), one (1) unbound half size set (11" x 17"), one (1) copy of the bound Special Provisions as well as electronic copy (Microsoft Word format), and 100% Pre-Mylar Cost Estimate by funding source (one hard copy and electronic copy – Microsoft Excel format) to the City. Submit one (1) bound half size set (11" x 17") to CCRFCD.

500.1.2.3 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 CCRFCD. 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.

ARTICLE 600: BID PHASE

600.1 Pre-Bid Conference

600.1.1 The Consultant shall not 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 not attend the bid opening and shall not review the bid abstract and contractor qualifications.

600.3.2 The Consultant will not comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

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 not 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
30% DESIGN PHASE	120	
90% DESIGN PHASE	90	
PRE-FINAL DESIGN PHASE	90	
100% DESIGN PHASE	60	
BID PHASE	45	
TOTAL CALENDAR DAYS TO COMPLETE:	405	

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 Two Hundred Sixty Thousand dollars (\$260,000.00) 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 Two Hundred Eighteen Thousand, Four Hundred Twenty-Eight dollars (\$218,428.00) 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 Forty-One Thousand, Five Hundred Seventy-Two dollars (\$41,572.00) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PIC	PM	PE	SE	ENV	CAD	AA	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		\$342	\$178	\$101	\$87	\$79	\$71	\$113			
200	PRELIMINARY AND GENERAL ITEMS										
200.1	Project Management	0	40	0	0	0	0	40	80	\$0.00	\$11,640.00
200.2	Kick-Off Meeting and Design Progress Meetings	2	20	40	0	0	0	0	62	\$0.00	\$8,284.00
200.3	Utility and Agency Coordination	0	4	20	20	0	0	0	44	\$40,000.00	\$44,472.00
200.4	Project Permits	0	2	8	8	24	0	0	42	\$0.00	\$3,756.00
200	Subtotal Hours	2	66	68	28	24	0	40	228		
200	Subtotal Fee	\$684.00	\$11,748.00	\$6,868.00	\$2,436.00	\$1,896.00	\$0.00	\$4,520.00		\$40,000.00	\$68,152.00
300	30% DESIGN PHASE										
300.1	Survey	0	0	8	12	0	16	0	36	\$0.00	\$2,988.00
300.2	Right-of-Way	0	0	8	8	0	8	0	24	\$0.00	\$2,072.00
	Records Review, Information Research and Analysis of Data	0	2	12	12	0	0	0	26	\$0.00	\$2,612.00
300.4	Utility Pottholing	0	2	8	16	0	16	0	42	\$28,000.00	\$31,692.00
300.5	Geotechnical Investigation	0	2	12	8	0	8	0	30	\$20,000.00	\$22,832.00
300.6.1	30% Design Phase Plans	0	2	80	80	0	80	0	242	\$0.00	\$21,076.00
300.6.2	Preliminary Design Report	0	2	80	80	8	0	0	170	\$0.00	\$16,028.00
300.7	Walk Through	0	4	4	0	0	0	0	8	\$0.00	\$1,116.00
	Overall Project Scope, Schedule and Budget Review	0	4	4	0	0	0	0	8	\$0.00	\$1,116.00
300	Subtotal Hours	0	18	216	216	8	128	0	586		
300	Subtotal Fee	\$0.00	\$3,204.00	\$21,816.00	\$18,792.00	\$632.00	\$9,088.00	\$0.00		\$48,000.00	\$101,532.00
400	90% DESIGN PHASE										
	Detailed Hydraulic Analysis and Draft Final Design Report	0	4	40	40	0	0	0	84	\$0.00	\$8,232.00

TASK	DESCRIPTION	PIC	PM	PE	SE	ENV	CAD	AA	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
400.1.2	90% Design Phase Plans	0	2	60	60	0	0	0	122	\$0.00	\$11,636.00
	90% Design Phase Construction Cost Estimate										
400.1.3	90% Design Phase Special Provisions	0	4	16	16	0	0	0	36	\$0.00	\$3,720.00
400.1.4	90% Walk Through Bidability and Constructability (B&C)	0	2	32	24	0	0	0	58	\$0.00	\$5,676.00
400.1.5	90% Walk Through Bidability and Constructability (B&C)	0	4	4	4	0	0	0	12	\$0.00	\$1,464.00
400.1.6	Project Presentations	0	4	20	0	0	0	0	24	\$0.00	\$2,732.00
400.1.7	Subtotal Hours	0	24	176	144	0	4	0	348	\$0.00	\$1,400.00
400	Subtotal Fee	\$0.00	\$4,272.00	\$17,776.00	\$12,528.00	\$0.00	\$284.00	\$0.00		\$0.00	\$34,860.00
500	100% DESIGN PHASE										
500.1.1.1	Final Design Report	0	4	40	40	0	0	0	84	\$0.00	\$8,232.00
500.1.2.1	100% Pre-Final (Bond) Submittal	0	2	32	32	0	16	0	82	\$0.00	\$7,508.00
500.1.2.2	100% Pre-Mylar (Bond) Submittal	0	2	8	8	0	8	0	26	\$0.00	\$2,428.00
500.1.2.3	100% Final (Mylar) Submittal	0	2	8	8	0	8	0	26	\$0.00	\$2,428.00
500	Subtotal Hours	0	6	48	48	0	32	0	134		
500	Subtotal Fee	\$0.00	\$1,068.00	\$4,848.00	\$4,176.00	\$0.00	\$2,272.00	\$0.00		\$0.00	\$12,364.00
600	BID PHASE										
600.2	Bid Requests and Responses	0	4	8	0	0	0	0	12	\$0.00	\$1,520.00
600	Subtotal Hours	0	4	8	0	0	0	0	12		
600	Subtotal Fee	\$0.00	\$712.00	\$808.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$1,520.00
	Total Basic Services Hours	2	118	516	436	32	164	40	1,308		
	Total Basic Services Fee	\$684.00	\$21,004.00	\$52,116.00	\$37,932.00	\$2,528.00	\$11,644.00	\$4,520.00		\$88,000.00	\$218,428.00

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 Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- 1.2.2 Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
- 1.2.3 Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- 1.2.4 As-Builts** – As requested by the City, Consultant shall provide As-Builts.
- 1.2.5 Construction Assistance** – As required by the City, Consultant shall attend the Pre-Construction Meeting; review submittals for manufacturer certifications, installation instructions, shop drawings and service connections; attend progress meetings during construction of the Project; 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.
- 1.2.6 Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- 1.2.7 Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- 1.2.8 Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- 1.2.9 Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- 1.2.10 Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- 1.2.11 Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
- 1.2.12 Record Drawings** – As required by the City, Consultant shall prepare Record Documents for project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor using AutoCAD.
- 1.2.13 Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- 1.2.14 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.
- 1.2.15 Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
- 1.2.16 Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- 1.2.17 Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

1.2.18 Spillway/Energy Dissipater – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.

1.2.19 Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

1.2.20 Structural – As required by the City, Consultant shall provide additional structural design.

1.2.21 Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

1.2.22 Structural Engineering – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

1.2.23 Survey – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

1.2.24 Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.

1.2.25 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

1.2.26 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

1.2.27 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ADDITIONAL SERVICES FEE BREAKDOWN

DESCRIPTION								HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
	PIC	PM	PE	SE	ENV	CAD	AA			
	\$342	\$178	\$101	\$87	\$79	\$71	\$113			
ADDITIONAL SERVICES										
Additional Design Services	1	10	44	44	20	80	8	207	\$3,100.00	\$21,658.00
Sewer Design	1	8	44	44	20	80	8	205	\$1,712.00	\$19,914.00
Total Additional Services - Hours	2	18	88	88	40	160	16	412		
Total Additional Services - Fee	\$684.00	\$3,204.00	\$8,888.00	\$7,656.00	\$3,160.00	\$11,360.00	\$1,808.00		\$4,812.00	\$41,572.00

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Jeremy Leavitt, P.E.
Project Manager: Rosa Cortez, P.E.

CONSULTANT'S PROJECT STAFF

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

Principal In Charge: Samuel W. Tso, P.E.
Project Manager: Shou-Ching "Eric" Hsu, P.E.

CONSULTANT'S SUB-CONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project.
Any changes require City approval.

Aerial Mapping: Not Applicable
Environmental: Not Applicable
Geotechnical: Terracon
Landscaping: Not Applicable
Potholing: TBE
Structural: Not Applicable

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	<u>Contracting Entity</u>
Name PB Americas, Inc	
Address 3930 Howard Hughes Parkway, Suite 300, Las Vegas, NV 89169	
Telephone (702) 697-8100	
EIN or DUNS 11- 1531569	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Sheep Mountain Pkwy EIS Study	
RFP #	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

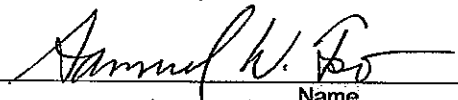
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

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.	Balfour Beatty plc	130 Wilton Road, London SW1V 1LQ UK	44 (0)20 7216 6815
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	Number of Pages: _____

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

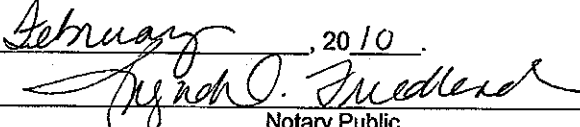


 Name

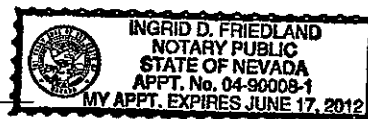
2/24/10

 Date

Subscribed and sworn to before me this 24th day of

February, 2010


 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 260854, Downtown Connector Bus Rapid Transit - Casino Center and Third Street Realignment located on Paradise Road, Convention Center Drive, St. Louis Avenue, Main Street, Third Street, Charleston Boulevard, Ogden Avenue, Grand Central Parkway and the I-15 Ramp - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,000,000 - Road and Flood Capital Projects Fund) – Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,000,000

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On June 18, 2008 City Council approved award of Bid No. 08.1730.18-LED for Downtown Connector Bus Rapid Transit. This request will increase the construction conflicts and contingency reserve for this project. These funds will be used for the addition of bus shelters and other anticipated design changes directed by the Regional Transportation Commission. Funding for this increase is being provided by the Regional Transportation Commission.

PCC: L.E. Davis

POC: Paddy Murphy - (702) 876-5226

RECOMMENDATION:

That City Council approve revision to Purchase Order No. 260854, Downtown Connector Bus Rapid Transit - Casino Center and Third Street Realignment to Southern Nevada Paving in the amount of \$1,000,000, bringing the total construction conflicts and contingency reserve to \$3,077,914.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Amendment No. 1 to Agreement No. 07-24458, Engineering Design Services Agreement for the Sheep Mountain Parkway Environmental Impact Statement located on Sheep Mountain Parkway between CC 215 and I-15 - Department of Public Works - Award recommended to: PB AMERICAS, INC. (\$700,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$700,000

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On October 17, 2007 City Council approved award of Agreement No. 07-24458 for an environmental impact study for the Sheep Mountain Parkway in the amount of \$4,164,436. This amendment provides for additional scope of work including analysis of additional roadway alignment alternatives, additional paleontological analysis and mitigation, land use changes and additional technical support.

PCC: T. Fernandez

POC: Eric Hsu - (702) 697-8100

RECOMMENDATION:

That City Council approve Amendment No. 1 to Agreement No. 07-24458, Engineering Design Services Agreement for the Sheep Mountain Parkway Environmental Impact Statement to PB Americas, Inc. in the amount of \$700,000, bringing the total contract amount to \$4,864,436. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Amendment No. 1 to Agreement No. 07-24458
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and PB Americas, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated October 17, 2007, (herein the "Agreement"), retaining the services of the Consultant to conduct an Environmental Impact Statement (EIS) study for the Sheep Mountain Parkway between CC215 and I-15 to identify reasonable alternatives, environmental impacts, mitigations and receive public comments and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to expand the scope of the project to include: analysis of additional roadway alternatives; review of the 2010 Bureau of Land Management (BLM) Supplemental Environmental Impact Statement (SEIS); adjustments to local termini; travel demand forecasting for SEIS; additional drainage analysis; additional paleontological analysis and mitigation; land use changes and analysis to mitigate conflicts; and additional technical support.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "A" Scope of Service Changes is hereby amended to add additional Scope of Services, attached hereto as "Exhibit A – Additional Scope of Services".
2. Exhibit "C" Performance Schedule is hereby amended to add an updated Performance Schedule attached hereto as "Updated Exhibit C".
3. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$700,000, from \$4,164,436.00 to \$4,864,436.
4. Exhibit "F" Key Personnel List
5. Exhibit "G" Disclosure of Ownership/Principals
6. All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

PB Americas, Inc.

By: _____
Samuel W. Tso, P.E.
"CONSULTANT"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/1/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

"EXHIBIT A – ADDITIONAL SCOPE OF SERVICES

Sheep Mountain Parkway EIS

Project Description

The EIS process has been underway since November 16, 2007. During the course of the EIS process the City of Las Vegas has requested that the consultant team modify its scope to reflect changes in the project. These occurrences have largely been due to unforeseen issues in coordinating with other state and federal agencies, as well as unanticipated technical obstacles. This document provides a summary of these out of scope work tasks. Specific events that delayed the project schedule include the lengthy delay of the BLM SEIS for the Upper Las Vegas Wash release, the emergence of planning initiatives for the fossil park (to be a unit of the National Park Service), and changes in demographic projections for the Las Vegas region.

1.5 Project Steering Committee

For the duration of the project, steering committee meetings will generally be held on a quarterly basis.

2.1 Review Planning and Environmental Documents

In addition to reviewing the 2010 Bureau of Land Management Supplemental Environmental Impact Statement for incorporation of data and findings into the Sheep Mountain Parkway EIS, the consultant will provide assistance to the City of Las Vegas in the preparation and coordination of comments to submit to the BLM.

3.0 Develop/Refine Project's Draft Purpose and Need

The purpose and need statement was prepared, and reviewed and approved by the coordinating committee in August 2008. The purpose and need statement will be updated to reflect subsequent changes, such as the incorporation of acquiring right of way from BLM for arterials in the northern Las Vegas Valley in addition to the Sheep Mountain Parkway.

4.0 Environmental Screening

At the outset of the project BLM requested changing the scope of the project to CC 215 to US 95 only, in direct contradiction of their requirements several months earlier. Agency meetings were held with BLM, FHWA, and NDOT to resolve this issue, and revised agency coordination letters and NOI were prepared for the smaller study area. This coordination effort ultimately resulted in inclusion of the entire corridor to I-15 in the EIS.

5.3.3 Project Newsletters

One newsletter was prepared for distribution at the public alternatives development workshop. Up to two additional newsletters will be produced.

5.3.6 Frequently Asked Questions

A set of FAQs was prepared for use at the public alternatives development workshop, and incorporated into the content of the newsletter. One additional set of FAQs will be developed for inclusion in meeting handouts at the public hearing.

6.1.4.1 Perform Engineering Analysis

The PB team has analyzed substantially more alternatives than originally envisioned in the scope of work (3) due to the land use constraints and environmental complexities in the study

area. The analysis has studied the CC 215 Alternative, the Base Sheep Mountain Parkway Alignment Option, the Western Alignment Option, and numerous other alternative alignment segments including the following:.

Alignment Segment	Description
Puli/Shamber conceptual layout	Alternative design concepts near Puli/Shamber
North 5 th Street Alignment Option	Runs from Moccasin to CC 215 on N 5 th Street
Losee Road Alignment Option	Runs from Moccasin to CC 215 on Losee
Pecos Road Alignment Option 1	On Pecos Road to CC 215
Pecos Road Alignment Option 2	On Pecos Road transition to Statz and then CC 215
Statz Road Alignment Option	Statz to CC 215
I-15 Connector Alignment Option	Northernmost alignment option through NAFB
NVARNG Alignment Option 1	Follows West Wide Energy Corridor
NVARNG Alignment Option 2	Follows UPRR
UNLV North Alignment Option	Follows northern boundary of UNLV campus
Lamb Boulevard Design Option 1	Runs east of Southern Nevada Water Authority (SNWA) facility
Lamb Boulevard Design Option 2	Runs west of SNWA facility
Lamb Boulevard Design Option 3	Southbound lanes run west of SNWA and northbound lanes run east of SNWA
Lamb Boulevard Design Option 4	Interchange on south side of CC 215
Lamb Boulevard Design Option 5	Lamb Boulevard extended south to system-to-system interchange with I-15
Lamb Boulevard Design Option 6	Split right of way acquisitions evenly between UNLV and NAFB
Lamb Boulevard Design Option 6	Utilize 50' on east side of existing fence along Lamb Boulevard

These alternatives will be screened to five for inclusion in the DEIS plus the no-build alternative.

7.1.1 Travel Demand Forecasting

The consultant team conducted a traffic analysis of alternative BLM land preservation scenarios. The BLM requested this information from the City of Las Vegas for use in the SEIS for the Upper Las Vegas Wash. The consultant team prepared a travel demand modeling report and provided a presentation to the BLM.

Model runs have been completed for 2008, the RTC-approved 2030 model, the 2030 model plus anticipated development outside the current model boundary, 2050, and 2060. The model was run based on initial population and employment projections made in 2007. These forecasts were revisited in 2009 to account for lower population growth and a smaller area of population expansion. It is anticipated that the model will be run again to incorporate the fossil park boundary to be determined in spring 2010 by the Cities of Las Vegas and North Las Vegas.

Additionally, PB worked with the RTC to resolve technical issues related to the model, which did not run properly when newly developed in 2008.

7.4 Architectural/Historical Resources

Pursuant to the MOU between the Federal Highway Administration, Nevada Department of Transportation, and BLM, the BLM will conduct the Section 106 coordination for the EIS and the consultant team will provide supporting materials, draft letters, meeting facilitation, and meeting materials for the Section 106 coordination process.

7.8.5 Conceptual Drainage Report and Design Plans

The consultant team prepared a technical memo and presentation to address BLM concerns about hydrologic function, alluvial fans, and habitat for sensitive bird species. The technical memo addressed concerns from BLM regarding the impact on stormwater runoff from the proposed SMP corridor into Las Vegas Wash, particularly in the segment between US 95 and North 5th Street.

7.10 Soils, Geology, and Paleontological Resources

Additional analysis will be conducted to identify impacts, develop avoidance strategies and mitigation strategies to minimize adverse impacts to paleontological resources.

7.11 Land Use

The consultant team conducted a study of relocation the National Guard to mitigate land use conflicts with the Sheep Mountain Parkway, including coordination meetings, identification of alternative sites, development of conceptual site plans, cost estimation, and accost-benefit analysis.

7.12 Social and Community Impacts

Due to the strength of the economic recession and its impact on population and employment in the Las Vegas region, the consultant team produced an analysis of the impact of the recession on the long term need for the Sheep Mountain Parkway, the "Sheep Mountain Parkway Economic Cycle White Paper", June 2008.

7.17 Visual Impacts

Due to the similarities in view throughout the corridor, simulations will be produced for up to eight areas with substantially different cross sections or highly sensitive viewsheds.

15. Supplemental Services

At the written direction of the City of Las Vegas, the consultant team will provide supplemental services for the items not included in the current scope of work. The following tasks are potential supplemental tasks that may be necessary to complete the Sheep Mountain Parkway environmental document.

1. Prepare and analyze an alternative with an approximate width of 250 feet. This analysis will establish the footprint of the facility for right of way acquisition purposes and incorporate an environmental analysis that meets NEPA requirements as part of the Sheep Mountain Parkway EIS. Revisions to plan geometrics, profile, structures, cost estimates, and up to 10 additional meetings and 3 public meetings will be required.
2. Provide additional analysis to assess and identify impacts; develop avoidance strategies and mitigation measures to minimize adverse impacts to paleontological resources.

3. The Consultant team will compile and maintain the administrative record for the EIS process for the EPA, FHWA and State. The record will include meeting documentation, correspondence, and public notices sufficient for a judicial review concerning the adequacy to form the basis of the selection of the Preferred Alternative. The administrative record will act as a vehicle for public participation. The record will include final documents generated by the lead and support agencies as well as technical and site specific information. Information or comments submitted by the public during the comment period must also be included in the record.

Due to the continuing evolution of the BLM's Supplemental Environmental Impact Statement for the Upper Las Vegas Wash Conservation Transfer Area, the proposed unit of the National Park and other external influences on the Sheep Mountain Parkway DEIS, other professional support services may be needed to conduct undefined additional technical studies necessary to complete the environmental document

EXHIBIT " F " Key Personnel List Change

The revisions in key personnel for the Sheep Mountain Parkway EIS are provided in Figure 1. Samuel Tso, PE is the project manager. UNLV has been added to the team to conduct a survey of paleontological resources and provide assistance in the identification of impacts, avoidance measures, and mitigation measures to minimize impacts to paleontological resources. The services of Louis Berger have not been utilized in this study.

Figure 1: Staffing Organization Chart for Sheep Mountain Parkway

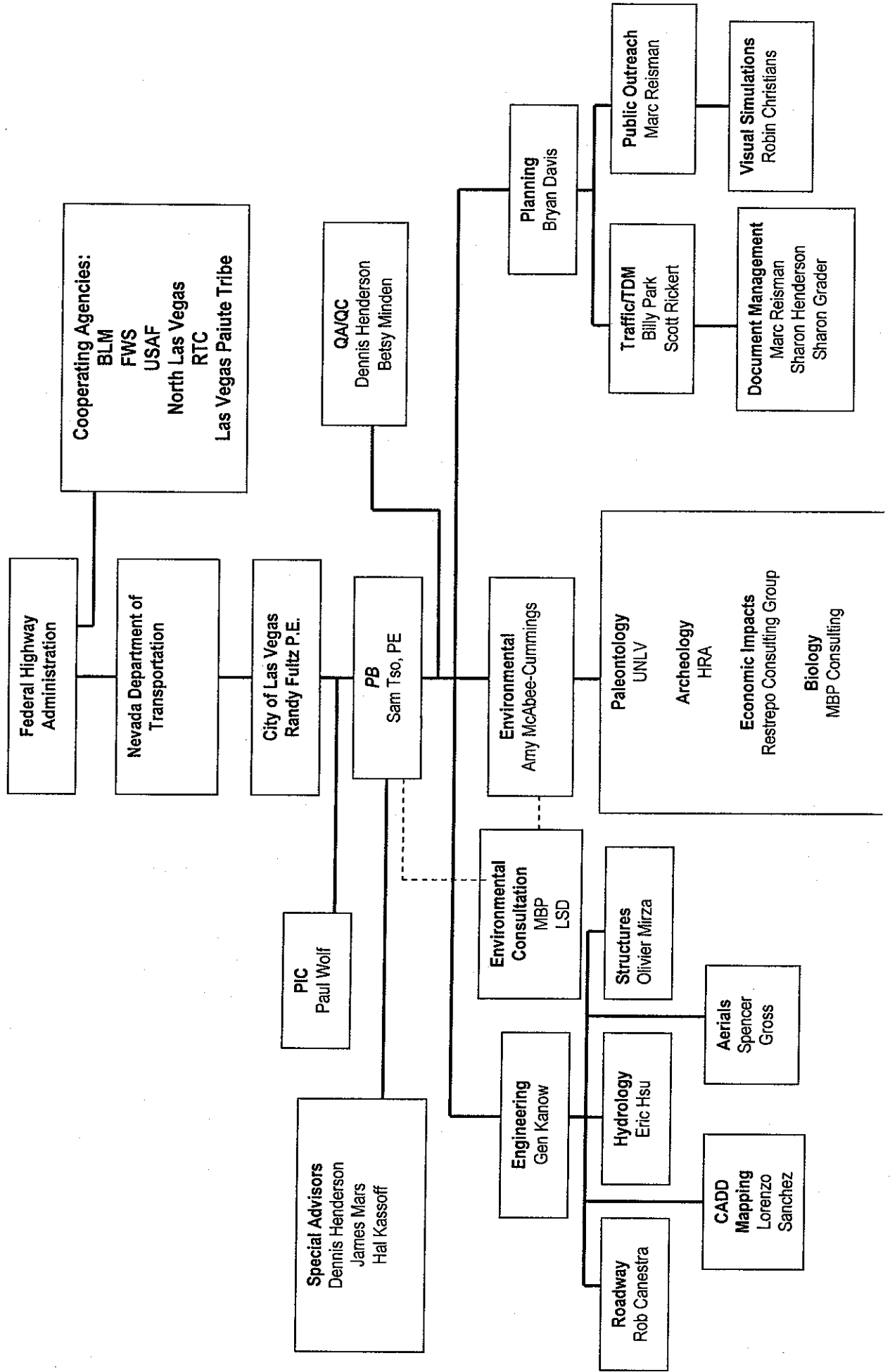


EXHIBIT "G"

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	<u>Contracting Entity</u>
Name PB Americas, Inc	
Address 3930 Howard Hughes Parkway, Suite 300, Las Vegas, NV 89169	
Telephone (702) 697-8100	
EIN or DUNS 11- 1531569	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Sheep Mountain Pkwy EIS Study	
RFP #	

Block 3	<u>Type of Business</u>		
☐ 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.	Balfour Beatty plc	130 Wilton Road, London SW1V 1LQ UK	44 (0)20 7216 6815
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	Number of Pages: _____

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

Name

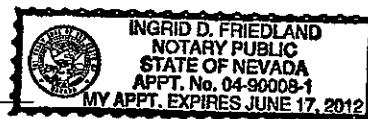
2/24/10

Date

Subscribed and sworn to before me this 24th day of

February, 2010

 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of First Amendment to Agreement No. 080319-DC, Blanket Services Agreement for Professional Engineering Services located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK AND VEATCH CORPORATION (\$250,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$250,000

Funding Source: Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On August 6, 2008, Agreement No. 080319-DC was approved by City Council to provide engineering services on a project by project basis to the Water Pollution Control Facility (WPCF). Task orders have been issued throughout the term of the agreement for various projects and additional funds are now required for upcoming design projects.

PCC: L.E. Davis

POC: Dana Reel, P.E. - (702) 732-0448

RECOMMENDATION:

That City Council approve First Amendment to Agreement No. 080319-DC, Blanket Services Agreement for Professional Engineering Services to Black and Veatch in the amount of \$250,000, bringing the total contract amount to \$1,250,000. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. First Amendment to Agreement No. 080319-DC
2. Certificate - Disclosure of Ownership/Principals

**FIRST AMENDMENT TO
BLANKET SERVICES AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST AMENDMENT made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "City"), and BLACK AND VEATCH CORPORATION, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated August 6, 2008, (herein the "Agreement"), retaining the services of the Consultant for Professional Engineering Services using Project Task Orders more fully described therein in connection with the improvements to be constructed within the Environmental Division and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide funds for Additional Project Task Orders.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Section Eight, Compensation and Terms of Payment, Paragraph 8.01, General, of the Agreement is hereby amended to change the amount from \$1,000,000 to \$1,250,000, an increase of \$250,000.
2. Section Eleven, Miscellaneous Provisions, add the following new paragraph:

11.25 Counterparts; Electronic Delivery. 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.
3. Insert a new Exhibit "G" Certificate Disclosure of Ownership/Principals as attached hereto.
4. All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

Black and Veatch Corporation

By: _____
Dana V. Reel P.E.
"CONSULTANT"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 2/19/10
Deputy City Attorney Date

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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"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

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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	<u>Contracting Entity</u>
	Black & Veatch
Name	4040 S. Eastern Avenue, Suite 330 Las Vegas, NV 89119
Address	(702) 732-0448
Telephone	44-0605785
EIN or DUNS	

Block 2	<u>Description</u>
	Subject Matter of Contract/Agreement: ENVIRONMENTAL DIVISION TASK ORDER
Contract	#080319-DC

Block 3	<u>Type of Business</u>
☐	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
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The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 3

Block 5

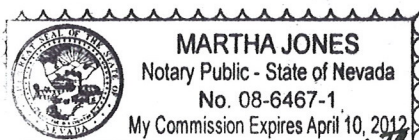
Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Black & Veatch Principals Listing

Date of Attached Document: 02/10/2010 Number of Pages: 3

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.



Subscribed and sworn to before me this 10th day of

February, 20 10.

[Signature]
Notary Public

Dana V. Paul

Name

2-10-10

Date

Black & Veatch Corporation

No individual owns any % of company. Black & Veatch Corporation is wholly owned by "Black & Veatch Holding Company", an ESOP.

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A.E. Collins	Senior Vice President	69 London Road Redhill, Surrey UK RH1 1LQ
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A.B. Seymour	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106
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EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

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Block 2	<u>Description</u>
	Subject Matter of Contract/Agreement: ENVIRONMENTAL DIVISION TASK ORDER
Contract	#080319-DC

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☐	Individual
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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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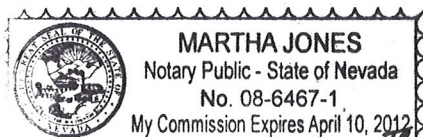
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Date of Attached Document: 02/10/2010 Number of Pages: 3

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.



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February, 2010.

Notary Public

Dana V. Paul

Name

2-10-10

Date

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Modification No. 3 to Contract No. 040250-LW, Large Case Management and Utilization Review Services - Department of Human Resources - Award recommended to: MEDICAL MANAGEMENT SPECIALISTS, LLC (\$72,000 - Employee Benefits Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$72,000

Funding Source: Employee Benefits ISF

Dept./Division: Human Resources

PURPOSE/BACKGROUND:

On April 2, 2004, City Council approved award of Contract No. 040250-LW to provide large (medical) case management and utilization review services. This modification will provide for the extension of the contract through March 31, 2011. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White

POC: Debra Caszatt - (702) 878-6714

RECOMMENDATION:

That City Council approve Modification No. 3 to Contract No. 040250-LW, Large Case Management and Utilization Review Services to Medical Management Specialists, LLC in the annual amount of \$72,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Modification No. 3 to Contract No. 040250-LW



AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 2010

DEPARTMENT: Finance and Business Services

ITEM DESCRIPTION: Contract Modification No. 3
to Contract No. 040250-LW

On April 2, 2004, Council approved the award of Contract No. 040250-LW for Large (Medical) Case Management and Utilization Review Services to Medical Management Specialists, LLC through March 31, 2007.

On February 20, 2008, Council approved a Contract Modification to extend this contract for two additional years, through March 31, 2010. Funding of \$72,000 for April 1, 2008 through March 31, 2009 was included in this approval.

On March 18, 2009 Council approved funding for fiscal year 2010. This item requested approval of Contract Modification No. 2 and funding of \$72,000 for April 1, 2010 through March 31, 2011.

This item requests approval of Contract Modification No. 3 to extend the term of this contract for 1 additional year with a one (1) year renewal option in the annual funding amount of \$72,000.

CONTRACT MODIFICATION NO. 3

Large Case Management and Utilization Review Services

THIS CONTRACT MODIFICATION No. 3 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MEDICAL MANAGEMENT SPECIALISTS, LLC (hereinafter, "Company"), having its principal office at P.O. Box 27318, Las Vegas, Nevada 89126.

Contract No. 040250 between the City and the Company, dated April 1, 2004, for Large Case Management and Utilization Review Services, modified on February 23, 2007 and April 7, 2008, is hereby modified as follows:

1. **Paragraph B-3, "Prices Costs"**. Add Item 4 to extend service from April 1, 2010 through March 31, 2011 at the amount of \$6,000.00 per month.
2. **Paragraph B-4 (c), "Performance Period"**. Add one additional option year of April 1, 2011 through March 31, 2012.
3. **Paragraph B-5 (a) "Invoices"**. Change payment terms to 10 calendar days.

DELETE B-5 (a) in its entirety

REPLACE WITH:

B-5 (a) "Invoices"

- (a) The Company shall submit a monthly invoice to the City for the previous month's charges for services rendered. The invoice should identify the performance dates covered, the Contract services against which charges are made, the date of the invoice, and should reference the associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made within ten (10) calendar days. The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986

4. **Paragraph E-5 "Insurance"**. Substitute new paragraph.

DELETE: E-5 Insurance in its entirety

REPLACE WITH:

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

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

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

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
- (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

- (iii) 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 Insurance Tracking Services, Inc. (ITS), 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 ITS 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".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

5. E-23 "Counterpart Signatures". Add new paragraph.

ADD:

E-23 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.

6. ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

THE REMAINDER OF THIS PAGE INTENTIONALLY IS LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification No. 3 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Robert S. Sylvain 3-1-10

Deputy City Attorney

Date

MEDICAL MANAGEMENT SPECIALIST, LLC

DEBRA CASZATT, President

"Company"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Contract No. 100103-LD, F Street Public Outreach and Communications Services - Department of Public Works - Award recommended to: PURDUE MARION & ASSOCIATES (\$150,000 - Public Works Capital Projects Fund) – Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$150,000

Funding Source: Public Works CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract will provide for public outreach and communication services during the design phase of the F Street freeway interchange with an option for additional services during the construction phase. Due to the nature of the design and construction project, it was determined the City should contract with a consultant to provide feedback to the City, the residents affected by the construction project and the media outlets to ensure accurate information is disseminated to all parties. Funding for this capital project was originally transferred from the Redevelopment Agency.

PCC: L.E. Davis

POC: William Marion - (702) 222-2362

RECOMMENDATION:

That City Council approve the award of Contract No. 100103-LD, Professional Services Agreement for F Street Public Outreach and Communications Services to Purdue Marion & Associates in the amount of \$150,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 100103-LD
2. Certificate - Disclosure of Ownership/Principals

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 <u>Contracting Entity</u>
Purdue Marion & Associates
3455 Cliff Shadows Parkway, Suite 190
(702) 222-2386
EIN or DUNS

Block 2 <u>Description</u> F Street Public Outreach & Communication Services
Contract No. 100103-LD

Block 3	<u>Type of Business</u>
☐ 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.	Lynn Purdue - Principal	3455 Cliff Shadows Pkwy #190	702.222.2363
2.	William Marion - Principal	"	"
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

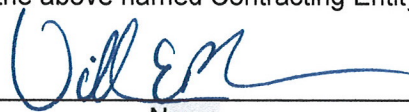
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

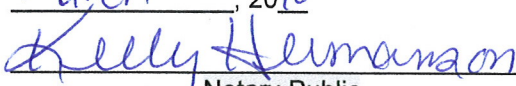
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity



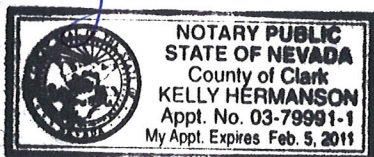
 Name
 March 4, 2010

 Date

Subscribed and sworn to before me this 4th day of

March, 2010


 Notary Public



**CONTRACT FOR PUBLIC OUTREACH AND COMMUNICATION SERVICES
FOR THE "F" STREET REOPENING CONSTRUCTION PROJECT**

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and PURDUE MARION & ASSOCIATES (hereinafter the "Company") having its principal office located at 3455 Cliff Shadows Parkway, Suite 190, Las Vegas, Nevada 89129.

SECTION A – Contract Form

The subject matter of this Contract is to provide public outreach to the residents affected by the construction on "F" Street and to provide coordination with other construction projects in the area. The Consultant will also be providing a variety of communication services to the residents, City staff, Nevada Department of Transportation staff and the local media.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "*City*" means the City of Las Vegas.
- (c) "*City Council*" means the governing body of the City of Las Vegas.
- (d) "*Company*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (g) "*Deliverable*" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (h) "*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.
- (i) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm-fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

- (a) Payment Schedule. The Company will invoice the City in accordance with the following payment schedule:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
0001	Monthly Retainer	\$ 6,000
0002	Media Costs :	\$24,000 (Not To Exceed)

- (b) Media Costs: Upon approval by the City's Project Manager the Company shall submit invoices for additional costs during the month related to the performance of this Contract. Additional cost associated with public relations services, including but not limited to, printing, graphic design, advertising, event costs, photography, videographer, outside research, distribution and wire services and postage/delivery services. All additional costs will be presented to the City's Project Manager prior to commitment and will be paid with no markup to the cost. At the City's option, services being requested by the Company as it relates to additional cost may be provided through City resources and at no cost to either party.

B-4 Term of Contract

The estimated term of the contract is twenty-one (21) months from date of award. The contract may be extended upon mutual agreement of the parties on a month-by-month basis.

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) above. All invoices should identify the following items:

- (i) the date of the invoice;
- (ii) performance dates covered;
- (iii) the associated purchase order number; and

copy of the Progress Report signed/approved by City's Project Manager

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

With a copy to:

Nevada Department of Transportation
Attn: Jenica Finnerty
1263 South Stewart Street
Carson City, NV 89712

- (b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."
- (c) The Company shall forward a copy of the original invoice to the City's Project Manager and to the NDOT's Project Manager identified in Paragraph D-2 (Project Managers/Company Representative).

B-6 Performance Period/Schedule of Services/Scope of Work

The schedule of services is subject to change based on the directions of City staff and/or engineers performing the design services related to this project. Delays encountered during design and/or construction of the project may have an effect on the schedule of services.

- (a) The performance period commences from Award Date and continues through the completion of services provided, estimated to be December 31, 2011, unless extended through mutual agreement by both parties.

(b) Schedule of Services. The Company shall provide services in accordance with the following schedule:

<u>Schedule</u>	<u>Description</u>
3 rd Qtr 2010	Work with City of Las Vegas staff and engineers and representatives of Nevada Department of Transportation (Project Management Group) to review plans for the F Street Project. Establish an F Street Project Council. Interview Stakeholders and analyze information gathered. Establish a communications, media, and marketing plan with the approval of the City's Project Manager and NDOT's Project Manager that effectively communicates the overall project to the stakeholders, the impacted neighborhood, and the community as a whole. Plan and organize a strategically-located public meeting to present the most current information and to gather community feedback. Complete the communication, media and marketing plan with the approval of the City's Project Manager and NDOT's Project Manager to include: 006(a) An advertising schedule for community and statewide communications; 006(b) A web page for updated information and community interaction; 006(c) Advertising updates in the Las Vegas Sentinel Voice; 006(d) Advertising updates for the Urban Voice Magazine; 006(e) A public relations schedule to reach all citizens, concerned organizations and elected officials; and 006(f) Social media plan to include Facebook and other outlets. Meet with the Project Management Group and the Project Council to analyze community outreach information and evaluate next steps; Conduct a second public meeting with the community and community leaders. Set up an information booth at local community fairs and events to inform the public about the progress of the F Street Project; and Continue to update the media outreach activities and media press kit.
4 th Qtr 2010	Continue meeting with Project Management Group, Stakeholders and the Project Council; Provide media outreach on an as needed basis; Draft an informational brochure providing details about the F Street Project. Plan a community event/block party near the F Street location for later in the year; Meet with other local organizations and groups to participate in the block party; Schedule interviews on KCEP 88.1 to update the community/PSAs leading up to the interviews; and Create and implement Speakers Bureau to reach individual organizations and groups.
4 th Qtr 2010 - 1 st Qtr 2011	Continue meeting with Project Management Group, Stakeholders and the Project Council; Schedule another public meeting in mid-November prior to the Thanksgiving holiday to examine solutions and possible action items; Use PSAs, e-blasts and social media to communicate to the public in December; Use events like the NAACP Freedom Fund Banquet and Kwanzaa Banquet to communicate the F Street project; Work with the Martin Luther King Jr. committee to get involved with the entire MLK Jr. Weekend; Participate in the MLK Jr. week of activities to communicate updates; Analyze project status and recommendations leading to the adoption of a final resolution; Prepare informational materials and press kit on final resolution; and Plan and implement public meeting on Final Resolution.
2 nd – 4 th Qtr 2011	Continue meeting with Project Management Group, Stakeholders and the Project Council; Prepare neighborhood meetings on an as needed basis; Prepare media alerts on an as needed basis; Continue to evaluate the community responses and reactions to project timetable; and Prepare community outreach plan for project construction.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall be expected to communicate on three levels; 1) with the local residents, 2) with the civic, religious and neighborhood leaders who interact with the citizens and 3) with elected leaders both state and local.

C-2 Deliverables

The Company shall provide the following deliverables:

- (a) Meeting schedules with local residents, businesses and other stakeholders & method of meeting;
- (b) Proposed plan to cover issues during design;
- (c) Proposed plan to provide updates to locals residents, local businesses, local elected officials, local media and the public
- (d) Monthly Progress Report identifying all activities worked on and all activities completed since the last report and any issues or concerns (new and on-going).
- (e) Proposed/Actual media coverage.
- (f) Final Report including all deliverables (hard and soft copy) as well as a “lessons learned” summary.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Purdue Marion & Associates
 Attn: William Marion
 3455 Cliff Shadows Parkway, Suite 190
 Las Vegas, NV 89129
 Fax: (702) 222-2386

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Managers/Company Representative [CAO-7/24/08]

- (a) The City designates David Riggelman as the City's Project Manager for this Contract and Jenica Finnerty as the NDOT's Project Manager. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The City's Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates William Marion as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to

whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

E-2 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-3 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-4 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-5 Termination for Default [CAO-7/24/08]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These

circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of 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) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-6 Insurance:[CAO-1/12/09]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

- (iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, 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 ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Notice of cancellation or erosion of insurance limits does not relieve the Company from the requirement of maintaining insurance, as described in this clause.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

- (f) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-7 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-8 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-9 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-10 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-11 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-12 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-13 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-14 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-15 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-16 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-17 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-18 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-19 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-20 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-21 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-22 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-23 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:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals		2

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

ATTEST

CITY OF LAS VEGAS

Beverly K. Bridges, MMC, City Clerk Date

By _____
Kathleen C. Rainey, Manager
Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

John S. Ridilla 3/5/10
Deputy City Attorney Date

By William Marion
William Marion, Purdue Marion & Associates

John S. Ridilla
Deputy City Attorney

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 <u>Contracting Entity</u>
Purdue Marion & Associates
3455 Cliff Shadows Parkway, Suite 190
(702) 222-2386
EIN or DUNS

Block 2 <u>Description</u> F Street Public Outreach & Communication Services
Contract No. 100103-LD

Block 3	<u>Type of Business</u>
☐ 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.	Lynn Purdue - Principal	3455 Cliff Shadows Pkwy #190	702-222-2363
2.	William Marion - Principal	"	"
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Will E. M.

Name

March 4, 2010

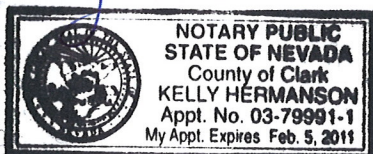
Date

Subscribed and sworn to before me this 4th day of

March, 2010

Kelly Hermanson

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Agreement No. 100168-LD, Prime Design Services Agreement for F Street Reopening Design located at the intersection of F Street and I-15 - Department of Public Works - Award recommended to: PBS&J CORPORATION (\$502,033 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$502,033

Funding Source: Public Works CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This agreement will provide for the design services of an engineering firm to develop specifications and plans for the bidding of a construction project to reopen F Street at the intersection of F Street and I-15. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this capital project was originally transferred from the Redevelopment Agency.

PCC: L.E. Davis

POC: Wayne Horlacher - (702) 263-7275

RECOMMENDATION:

That City Council approve the award of Agreement No. 100168-LD, Prime Design Services Agreement for F Street Reopening Design to PBS&J Corporation in the amount of \$502,033. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 100168-LD
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT FOR F STREET REOPENING

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 **PBS&J**, (the "Consultant"), a **Corporation**, whose address is **2270 Corporate Circle, Suite 100**, and fax number is **(702) 263-8651**.

WITNESSETH:

WHEREAS, the City intends to construct the **F Street Reopening** (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 if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

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

SECTION ONE CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

1.08 Responsibility for Construction Document Revisions.

A. Applicability. The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO CITY RESPONSIBILITIES

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

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

SECTION NINE AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 **Suspension.** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, 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 including written permission to make changes or modifications to the plans.

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 including written permission to make changes or modifications to the plans. 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. Worker's Compensation Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. Commercial 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 combined single limit 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. Commercial Automobile Liability Insurance. This insurance shall protect the Consultant from claims 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. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. 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.

E. Cancellation or Modification of Coverage. The Consultant's Commercial 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 Commercial 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.

F. 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. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. 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 its 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.

ATTEST

CITY OF LAS VEGAS

Beverly K. Bridges, MMC, City Clerk Date

By _____
Kathleen C. Rainey, Manager
Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

John S. Ridilla 3/5/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

By Wayne Horlacher 3/8/10
Wayne Horlacher, PBS&J

LIST OF EXHIBITS

EXHIBIT “ A ” SCOPE OF SERVICES

EXHIBIT “ B ” REQUIRED SUBMITTALS

EXHIBIT “ C ” PERFORMANCE SCHEDULE

EXHIBIT “ D ” FEE BREAKDOWN

EXHIBIT “ E ” ADDITIONAL COMPENSATION

EXHIBIT “ F ” KEY PERSONNEL LIST

EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

1. GENERAL

1.1 PROJECT LOCATION AND PURPOSE.

The Project is located on F Street at I-15 and will encompass surface streets generally between Washington Avenue on the north, Bonanza Avenue on the south and D Street on the east. F Street will generally be the west limit. The project will focus on reestablishing the through access of F Street under I-15. This scope assumes that the preliminary design developed will allow for a reduced height clearance on F Street beneath I-15 and that a profile modification is not required on the I-15 mainline or ramps. This scope also assumes the vertical profile of F Street will be lowered, utilities will be relocated and no additional right of way will be needed. Variations, such as roadways with varying widths, tunnels vs structures and roadways with varying height clearances will be evaluated.

The primary goal of this scope of work is to provide preliminary design work and environmental studies for the reopening F Street under I-15. The design work and environmental studies will be used to support the preparation of a Federal Highway Administration (FHWA) requested reevaluation of the *I-15 Improvements, US-95 to Apex* Environmental Assessment (EA) as well as for the preparation of a new National Environmental Policy Act (NEPA) document for the F Street reopening. This effort will include the development of a design concept and plans. (up to 30%).

This project will be jointly managed and reviewed by the City of Las Vegas (CLV) and the Nevada Department of Transportation (NDOT) in cooperation with the FHWA. NDOT will assume the lead role for project management, but all key decisions and reviews will require the approval of all agencies.

1.2 GENERAL DESCRIPTION OF SERVICES

Designs and drawings shall be prepared in English units using MicroStation J (version 7.01.05.03) and InRoads (version 8.2.00.00 SP7) software. All existing features shall be shown in green and all new and/or modified features shall be shown in black. Converted AutoCAD files shall not be accepted.

The Consultant shall develop a recommended design concept for consideration by the Nevada Department of Transportation (NDOT), the FHWA, the City of Las Vegas and the community. This concept will be developed based on engineering data gathered early in the project that includes, but is not limited to: neighborhood input, existing roadway geometry; drainage flows; traffic data; and cost. Upon acceptance of the recommended concept, the plans will be developed further up to a 30% level.

The Consultant shall provide professional engineering services to include (NEPA) process support to NDOT, traffic information, drainage studies, design, preparation and QA/QC of preliminary (30%) construction plans, quantities and cost estimates.

This project includes the modification of the existing Environmental Assessment document entitled *I-15 Improvements, US-95 to Apex* to obtain environmental clearances. The preparation of the reevaluation document will be managed and written by NDOT. The Consultant shall assist NDOT in the development and preparation of information and provide preliminary design level plans required to complete these documents.

Consultant will assist NDOT and City of Las Vegas (CLV) in conducting public informational meetings and hearings, preparing displays and attendance by staff members who are knowledgeable of the project. Public outreach will be provided by a consultant selected under a separate contract.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

1.3 SCHEDULE

1.3.1 Milestones

- | | |
|---|--------------------|
| • Kickoff Meeting | March 24, 2010 |
| • Submit Recommended Concept | May 10, 2010 |
| • Approval of Recommended Concept | June 09, 2010 |
| • Submit Preliminary Plans (30%)
for the recommended concept | August 08, 2010 |
| • Preliminary Design Review Meeting | September 07, 2010 |
| • Submit Corrected 30% Plans | October 07, 2010 |

2. DESIGN CRITERIA

2.1 DESIGN REFERENCES

The following documents are design references developed and published by NDOT and other agencies and adopted for use in the design of the project. In this listing are current standards, specifications, manuals, policies, guides, procedures, and environmental regulations that shall be applied to the various aspects of the project. Additional documents may be added by NDOT, FHWA and CLV as needed. The edition listed below for each document shall be the one followed for this project, but if the current edition used by NDOT or CLV changes during the course of this project, the new adopted edition may be used. If this occurs, the effort required to modify the contract documents to conform to the newer standard shall be reviewed and a contract amendment may be issued if the additional work effort is significant.

NDOT Publications

Standard Drawings (English)

- Standard Plans for Road and Bridge Construction. (2010)
- CADD Standards (standards/workspace provided by NDOT on CD). (2000)
- NDOT Plan Preparation Guide, August 21, 2007

Specifications

- Standard Specifications for Road and Bridge Construction. (2001)

Manuals

- Road Design Guide – 2009 Edition
- NDOT Storm Water Quality Manuals
- Planning and Design Guide (January 2006)
- NDOT Construction Site Best Management Practices Manual. (2006)
- NDOT Drainage Manual. (December 2006)
- NDOT Structures Manual (2008)
- NDOT Geotechnical Policies and Procedures Manual (2005)
- NDOT Project Management Guidelines (2009)
- NDOT Work Zone Safety & Mobility Implementation Guide (2008 and 2009 Revision)
- CCRFCD Hydrologic Criteria and Drainage Design Manual
- CCRFCD Policies and Procedures Manual

Policies, Guides, and Procedures

- Sign Supplement to the Standard Highway Signs Manual (English). (2006)
- NDOT Road Design Division Project Estimation Guide. (Part of the Design Development Guide Section 2.7)
- Engineer's Estimate of Reasonable Unit Prices.
- Consultant Submission Requirements.
- Access Management System and Standards. (1999)
- NDOT Public Hearing Procedures. (2005- called Open Meeting Law Manual)
- Pattern and Palette of Place: A Landscape and Aesthetics Master Plan for the Nevada State Highway System. (2002)
- I-15 Landscape and Aesthetics Corridor Plan
- Aesthetic Alternatives for NDOT Design Standards (2009)
- NDOT Ramp Metering Guidelines (Draft) (2006)
- City of Las Vegas Central Neighborhood Flood Control Master Plan (2005)
- CCRFCD Master Plan Update (2008)

AASHTO Publications

- A Policy on Geometric Design of Highways and Streets "Green Book". (5th edition, 2001)
- A Policy on Design Standards – Interstate System. (5th edition, 2005)
- Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals. (4th edition, 2006)
- Roadside Design Guide. (3rd edition, 2006)
- An information Guide for Roadway Lighting. (2005)
- Standard Specifications for Highway Bridges. (17th edition)

- AASHTO LRFD Design Specifications (4th edition, 2008)
- AASHTO Drainage Guidelines. (4th edition, 2006)
- Manual on Subsurface Investigations, 1988
- Guide for the Planning, Design and Operation of Pedestrian Facilities. (1st edition, 2004)
- A Guide for Transportation and Environmental Design. (2nd edition)
- A Guide for the Development of Bicycle Facilities. (1st edition, 1999)
- A Guide to Achieving Flexibility in Highway Design. (1st edition)

FHWA Publications

- Manual on Uniform Traffic Control Devices. (2009)
- Traffic Control Devices Handbook. (2001)
- Standard Highway Signs. (2004)

Transportation Research Board (TRB)

- TRB Special Report 209 – Highway Capacity Manual. (3rd edition)

Federal Register

- OSHA Construction Standard (29 CFR Part 1926), Occupational Safety and Health Administration. (2001)

Illuminating Engineering Society of North America

- American National Standard Practice for Roadway Lighting (EIS – RP8). (1983-R1993)

Federal Environmental Regulation and Policies

- National Environmental Policy Act of 1969. (1969)
- 36 CFR 800 – Protection of Historical and Cultural Properties. (2004)
- 23 CFR 771 – Environmental Impact and Related Procedures. (1999)
- 23 CFR 772 – Procedures for the Abatement of Highway Traffic Noise and Construction Noise. (1997)

City of Las Vegas and Local Publications

- 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
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- 2002 Las Vegas Valley Flood Control Master Plan Update (MPU)
- Central Neighborhood Flood Control Master Plan, Volumes I & I1, March 2005
- Las Vegas Valley Water District 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

2.2 PROJECT DESIGN CRITERIA

Design and preparation of contract documents shall be guided by the design references listed in Section 2.1. Consultant prepared reports must be approved by NDOT prior to use on this project. If conflicts arise between County or City and State criteria, the Consultant will resolve the conflict before proceeding, by obtaining approvals from CLV, NDOT and other affected agencies. The Consultant shall prepare a design exception report for any substandard design criteria and submit it to the NDOT Project Manager. Approval of the exceptions, by NDOT and FHWA, will be necessary before design elements affected by the approval can be advanced to the next submittal.

The Consultant, in cooperation with the NDOT Roadway Design Division, shall develop a roadway criteria summary memorandum, identifying overall roadway design criteria, proposed methodology for all design aspects, and any known existing deviation from the AASHTO "Green Book" and Uniform Standard Drawings for Public Works' Construction Off-site Improvements, Clark County Area, Nevada "Blue Book". The Criteria Memorandum shall be submitted to the Roadway Design Division and the NDOT Project Manager and approved prior to the start of any roadway design. Any exceptions requested for the proposed improvements will be submitted with the Preliminary Design Submittal.

The Consultant, in cooperation with the NDOT Hydraulics Section, shall develop a drainage criteria summary table, identifying overall drainage design criteria, proposed methodology for all design aspects, and any anticipated deviation from the NDOT Drainage Manual or any policy or manual described in Section 2.1. The Criteria Table shall be submitted to the NDOT Hydraulics Section, City of Las Vegas Public Works and the NDOT Project Manager and approved by all parties prior to the start of the drainage analysis.

The Consultant shall research and apply City of Las Vegas criteria on City Streets, unless the agency minimum standards do not meet NDOT minimum standard requirements. In this instance, the Consultant will resolve the design issues between the standards and make a recommendation to the NDOT Project Manager and City of Las Vegas Public Works for approval by both parties prior to a decision before proceeding.

3. PROJECT MANAGEMENT

Project Management Understanding/Strategy

The Consultant shall provide a committed, readily available management team that has the capacity to successfully oversee all project management and design efforts within the defined schedule. The Consultant shall provide the NDOT & the CLV monthly, detailed management reports clearly identifying project progress (budget and schedule). The Consultant is responsible for the coordination of activities between the NDOT, CLV and other agencies through regular meetings. Coordination will include, but not be limited to, meetings, facilities, developing agendas, and minutes and to provide information useful for formal monthly meetings, tracking issues and resolutions as they arise, ensuring action items are followed through, and providing detailed management reports as listed below. The project management reports will identify work completed, schedule and progress relative to the schedule, budget used and available for the various tasks, action items and work proposed for the coming month.

The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", 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.

The Consultant will attend all meetings and prepare all agendas and minutes and forward a draft copy to the NDOT and CLV Project Managers within one (1) week of the meeting. Consultant will identify and track (manage) all critical action items to expedite their completion.

PM Role and Responsibility

The Consultant, the NDOT and the CLV project managers shall be the primary points of contact and any direction which affects Scope, Schedule or Budget shall occur between the project managers.

The Consultant shall be responsible for monitoring and enforcing budget and schedule status for all aspects of the project and keeping the NDOT & CLV updated on the project status.

All Consultant meetings with the public, involved agencies or NDOT staff and CLV staff will include invitation to the NDOT's and CLV's project managers and originate from, or be copied to the Consultant's project manager.

Some coordination is expected to occur between various entities and the Consultant's leads for various disciplines. When this communication materially influences the Scope, Schedule, Budget, or allocation of resources, the Consultant shall be made aware and will communicate these issues to NDOT and CLV as soon as they are discovered. Routine communication will include regular phone calls and e-mails between the Consultant and the NDOT. Coordination which affects the project Scope, Budget or Schedule will be followed-up in writing between the Consultant, the NDOT and CLV in all situations.

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.

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 this Section and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

3.1 DESIGN MEETINGS

3.1.1 Kickoff Meeting

The project will be officially initiated with a project kick-off meeting, to be held within two weeks of the notice to proceed. At this meeting the scope for the project will be reviewed and discussed. The detailed preliminary schedule will be presented and reviewed. The Project management plan will also be provided for review and comment. Monthly project status meetings, as identified in subsection 3.6.1, will be held the last Tuesday of each month from 10 am to 12 pm in the NDOT Las Vegas District 1 conference room.

3.1.2 Preliminary Design Review Meeting

The Consultant shall attend a preliminary design review meeting to discuss and respond to comments made by NDOT and CLV and other project stakeholders on the preliminary design submittal. The Consultant will prepare, distribute, and collect electronic comment forms to and from reviewers prior to the review meeting. The Consultant will resolve the issues and provide responses to all comments using the forms and redistribute to the project.

3.1.3 Traffic Control Strategy Meeting

The Consultant shall attend a Traffic Control Strategy meeting with NDOT personnel prior to the Preliminary Design submittal to review the planned strategy for maintaining traffic through the work zone. Conceptual construction staging roll plots will be developed to evaluate constructability and to obtain support from the affected agencies, and businesses. Traffic control will be evaluated for right of way and construction impacts. The Traffic Control Strategy meeting will be held in conjunction with a regularly scheduled progress meeting.

3.2 FIELD REVIEWS

3.2.1 During Design

The Consultant shall attend site visits as needed for the design. It is assumed that two (2) site visits will be required.

3.3 CONSTRUCTION COST ESTIMATES

3.3.1 Developing and Maintaining Construction Cost Estimates

Cost estimates for the initial design concept will be developed using NDOT bid numbers and be of sufficient detail to allow review and evaluation in the Risk Assessment Workshop described in section 3.7.2.

3.4 SCHEDULES

3.4.1 Developing & Maintaining Design and Construction Schedule

A monthly update due by the 15th of each month will be prepared by the Consultant to describe the progress of specific tasks and action items necessary to complete the design. An update of the project schedule will be provided quarterly and additional updates may be necessary upon request of the NDOT and CLV Project Managers.

A detailed master schedule will be developed and maintained by the Consultant which will indicate the progress of the Consultant as well as the other members of the project team, including NDOT and CLV staff. The design progress schedules will be generated in MS Project, showing activities vertically on the left and time increasing chronologically across the top. Estimated start and end dates for each activity must be shown as well as notes depicting changes or specific issues related to each task. The schedule must be linked logically and shall depict the critical path, milestones and any other information of importance to the project goals. This schedule shall be used to anticipate project delay for the purposes of meeting and maintaining the project milestones and schedule.

If project delay is anticipated at any time during the project the Consultant shall immediately notify the NDOT and CLV Project Managers. A "recovery schedule" shall be coordinated and proposed in writing by the Consultant for approval by the NDOT and CLV Project Managers within one week of the notification of the delay. The NDOT and CLV Project Manager shall agree upon the recovery schedule in writing before work proceeds. Some aspects of work may be allowed to proceed until the recovery schedule is accepted based on the discretion of the NDOT and CLV Project Managers.

Updated progress reports and project schedules shall be developed by the Consultant prior to each progress meeting and distributed to the design team. The updated schedule will show the percent complete for each of the tasks defined in the schedule and the critical activities will be highlighted and noted as such.

At the time of the 30% submittal, the Consultant will provide a preliminary schedule for the construction duration. This schedule will be used as the basis for the schedule risk assessment described in section 3.7.2.

3.5 PROGRESS REPORTS

The Consultant shall submit a monthly status report to the NDOT and CLV Project Managers stating the status of the project. The Progress Report shall be provided by the 10th of each month and a copy with the monthly invoice. The report shall be an overall progress summary of activities completed to date. It will address:

- Work or tasks completed since the last report
- Task budget status and especially justification for overruns
- Needs requests between task leads and subconsultants
- Objectives for the next month
- Changes or conflicts in scheduling, scope, and/or budget.

All invoices submitted will provide a signature line for both NDOT and the CLV to indicate approval.

3.6 PROJECT COORDINATION

Daily project coordination may be necessary to meet the project schedule milestones. Coordination will take place on a regular basis and will be further described in the Project Management Plan.

3.6.1 Project Status Meetings

Monthly project status meetings will be run and organized by the NDOT Project Manager. The Consultant Project Manager shall prepare for and attend and will:

- Report on the progress of development of the alternatives, reports, plans, and other project deliverables,
- Discuss upcoming milestones and the deliverables associated with them,
- Report on deviations from the schedule, and ways to recover,
- Report on the budgetary status of the project,
- Submit requests for additional information from NDOT or other project team members, and

It is estimated that seven (7) monthly project status meetings will be held beginning in March 2010 and ending in October 2010. The monthly meeting will be held on the last Tuesday of each month from 10 am to 12 pm at the NDOT Las Vegas District 1 conference room. Meeting notes will be the duty of the Consultant Project Manager with distribution to occur within one (1) week after meeting adjournment.

3.6.2 Coordination with Stakeholders

Frequent meetings will be necessary to achieve the project milestones. However, whenever possible, conference calls and the use of pdf's, and other digital communication will be planned and utilized by the Consultant to minimize project costs.

The Consultant shall coordinate design activities with other agencies to include the City's Public Relations Consultant that are considered project stakeholders identified by the Project Team. The NDOT Project Manager shall be invited to attend and participate in the preparation and planning for all such meetings. The Consultant shall be responsible for coordinating, facilitating, attending and preparing meeting minutes for those meetings.

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.

3.6.2.1 Aesthetic Alternatives Stakeholder Meetings

It is estimated that two (2) meetings shall be required with project stakeholders to determine the landscape aesthetic treatments on the project as outlined in Section 4.7. The purposes of the meetings shall be, but not limited to, identifying potential project aesthetic treatment alternatives, identifying potential aesthetic treatment locations, determining long term maintenance participation, building consensus among aesthetic stakeholders and choosing a preferred alternative from the three (3) proposed conceptual plans.

3.6.2.2 Environmental Coordination Meetings

It is estimated that two (2) meetings shall be required for coordination with NDOT on the environmental document to be held in Las Vegas.

3.6.3 Miscellaneous Meetings

The Consultant shall attend miscellaneous meetings as required by the NDOT Project Manager. These meetings include, but are not limited to, coordination with NDOT task leaders and addressing concerns of various agencies, citizens, or special interest groups not otherwise identified in section 3.6.2. The Consultant shall be responsible for coordinating, attending and preparing meeting minutes for those meetings.

It is estimated that three (3) miscellaneous meetings shall be required with two (2) held in Las Vegas and one (1) held in Carson City.

3.6.4 Correspondence

Copies of all formal correspondence shall be forwarded immediately to NDOT, CLV PM, CLV Purchasing & Contracts Division and Consultant Project Managers. The Consultant Project Manager shall maintain a file of all written project correspondence. Any phone call or verbal request with the potential to affect the scope, budget, schedule or quality of the project needs to be in writing (letter or email) and forwarded immediately to the NDOT and CLV Project Manager. The file shall briefly note the identity of the sender and recipient(s), the date, and the subject of the correspondence. Consultant action related to the request will be determined by the NDOT Project Manager.

The Consultant will request all information and approvals necessary to complete the design for the project in writing and in accordance with the project schedule to provide NDOT and CLV with sufficient time to respond to the requests. The requests include but are not limited to: traffic data, survey information, mapping information, right-of-way verification information, utility information, encroachment permits, crash data, material design information, geometric approval, etc. The request shall include the date that the information is required in order to meet the schedule.

The Consultant's Project Manager shall conduct informal weekly telephone conversations with the NDOT and CLV Project Manager and other key project personnel as appropriate, e.g. conference calling. Project progress and the project schedule shall be discussed.

3.6.5 Project Management Plan

The Consultant shall assist the NDOT Project Manager with the development of a Project Management Plan according to the NDOT Project Management Guidelines. A draft plan will be distributed at the kickoff meeting for comments. The plan will identify key team leads and with whom they will coordinate and communicate. The plan will identify the project approach and how it will be expedited to address the critical activities that are driving the project schedule. The Project Management Plan will also include plans for change management, issue resolution and communication as well as schedule and budget information.

The Project Management Plan will be modified as the project progresses in order to add, modify, or delete provisions that will result in the most effectively managed project.

The Project Management Plan is the guide for implementing the major project and documents assumptions and decisions regarding communication, management processes, execution and overall project control. The ultimate purpose of the plan is to clearly define the roles, responsibilities, procedures and processes that will result in the project being managed such that it is completed:

- Within the scope that is originally defined
- On-time,
- Within budget,
- With the highest degree of quality,
- Aesthetically pleasing,
- In a safe manner for both the individuals working on the project and for the traveling public, and
- In a manner in which the public trust, support, and confidence in the project will be maintained.

The Project Management Plan addresses all phases of the project life cycle, and ensures that the project will be managed holistically and as a continuum, not incrementally as the project progresses. It is essential that the plan establish the metrics by which the success of the project is defined. Project Performance will be an important aspect of the plan and will include performance indicators and tracking. It is expected that all sponsoring agencies will endorse the Project Management Plan.

3.7 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

The Consultant is responsible for the accuracy and completeness of the plans and related design prepared under this contract and shall check all such material accordingly. The consultant, the geotechnical subconsultant, and all other sub-consultants shall have a quality control plan in effect during the entire time work is being performed under this contract. The plan shall establish a process whereby plans, geotechnical reports, calculations and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The NDOT Project Manager may perform periodic Quality Control audits. The Quality Assurance check set will be submitted to the NDOT Project Manager prior to submitting the preliminary plans to NDOT for independent checking. The check set will contain all elements defined in the approved Quality Control Plan.

3.7.1 Consultant Plan

The Consultant shall provide a copy of their QA/QC plan to the NDOT Project Manager for approval five days prior to the Notice to Proceed. The plan will address as a minimum:

- Checking procedures, including all drawings and design calculations back-checked by the Consultant's QC Team members, none of whom will otherwise be directly involved with the project
- For geotechnical reports checking procedures, including all boring logs, test results and design calculations back-checked by the Consultant's QC Team members, none of whom will otherwise be directly involved with the project
- Orientation of employees in quality requirements
- Methods of monitoring
- Documenting quality control activities

The QC process will ensure that all final documents produced, including, but not limited to plans, all reports (including geotechnical reports), calculations, estimates, and schedules, are thoroughly checked by an individual at least equally competent to the originator of the document to verify accuracy. The process will address resolution of conflict and assure agreement of computer programs and procedures for checking computer input and output. Checking shall not only confirm the accuracy of calculations, but shall include a thorough review of the proper use of Standard Drawings, Drafting Guide, Plan Preparation Guide, Project Design Guidelines, and other manuals and documents referenced in Section 2.1.

For drainage related QA/QC, the quality guidelines included in the NDOT Drainage Manual shall be incorporated as a minimum. Additionally the drainage related QA/QC will comply with all other manuals described in Section 2.1.

The accepted Quality Control Plan will be implemented as the primary duty of the Consultant's QA/QC Manager, who will be responsible for independently documenting the Consultant's adherence to its guidelines.

3.7.2 Value Analysis and Risk Assessment Workshop

The Consultant shall participate in a one and half (1 1/2) day Value Analysis (VA) and Risk Assessment workshop that will study the proposed design. The Consultant shall provide an independent VA team that has little to no previous involvement in the project. The team will be comprised of four (4) senior professionals experienced in major freeway and urban interchange design and construction, including 1) a Bridge Engineer, 2) a Roadway Engineer, 3) Traffic Engineer, and 4) a Construction Expert. The Consultant will provide the VA Facilitator and will produce the VA study. The VA facilitator shall be a Certified Value Specialist as defined by SAVE International. The Risk Assessment team will consist of the Consultant Project Manager, Consultant Risk Team Leader, and project stakeholders. The workshop participants will meet together to discuss goals and objectives and then split into two sessions, one for the VA and the other for the Risk Assessment for the a one day period. All workshop participants will reconvene together the following morning to discuss and finalize the findings of the respective groups.

The Consultant Project Manager will attend the workshop, provide resources needed for the success of the workshop and answer questions and assist in the analysis. The VA Facilitator and the Risk Team Leader will be responsible for preparing the final report that documents the findings of the workshop.

The goal of the workshop is to identify the essential function of the project, the associated costs and the risk to scope, schedule and budget. The workshop will use creative thinking to explore alternate ways of performing the project function at a lower cost or to otherwise improve the value of the project design and to identify categories and levels of risk and potential causes.

Consultant will determine the cost risks for the estimate determined in 3.3.1. During the workshop a Risk-Based Estimate will be developed with stakeholder input. This process is to maximize the beneficial outcome of the opportunities and minimize or eliminate the consequences of potential adverse risk events.

Risk identification will involve determining which risks might affect the project and documenting their characteristics that is organized by the project stakeholders or team in a risk register. All identified risks will be evaluated for probability and impact such as high medium or low. Each identified risk will include the risk trigger(s) or causation event. The stakeholders will assess the identified adverse risk be avoided, transferred, mitigated or to be accepted.

Qualitative risk analysis will assess the impact and likelihood of the identified risks and develop a prioritized list of these elements in the risk register. The study team will assess each identified risk for its probability of occurrence and its impact on project objectives.

Utilizing the risk register a quantitative risk analysis will be performed as a way of numerically estimating the probability range that a project will meet its estimated cost. This analysis will be based on a simultaneous evaluation of the impacts of all identified and quantified risks in conjunction with Risk and Probability. Multiple quantitative risk analysis will be performed until the identified risks and opportunities provide the project with a team agreed probable range of estimated construction costs that model the adverse risks and positive opportunities that have been found to have potential effect on the total project cost.

The project team will develop and identify a strategy best suited for each risk, and then select specific actions to implement that strategy to assess outcomes during the design process.

3.8 DESIGN REPORTING

The Consultant shall maintain an effective project filing system for the Design Report. The filing system will document the actions taken, major project decisions made, and information obtained throughout the duration of this project. The design workbook will document the design process.

A log/listing of the project decisions will be maintained by the Consultant on the project team site. The log will be updated as the decisions are approved by the Project Manager (or design disciplines). The Consultant Project Manager will be responsible for obtaining concurrence from the NDOT Project Manager before each update is made. The log should briefly document the basis/backup to project decisions and can reference other reports or meeting minutes.

Reports prepared by the Consultant shall be submitted in draft form, and the NDOT Project Manager will have the opportunity to review and direct revisions before the formal submittal.

3.8.1 Basic Design Report

A conventional design report format will not be used on this project.

3.8.2 Design Criteria Memorandum

The Consultant, in cooperation with the NDOT Project Manager, shall develop a roadway criteria summary memorandum, identifying overall roadway, traffic, ITS, landscape and aesthetics, geotechnical, and structure design criteria, proposed methodology for all design aspects, and any known existing deviation from the AASHTO "Green Book" or any other discipline specific governing documents. The memorandum must address local agency standards where needed. The Criteria Memorandum shall be submitted to the NDOT Project Manager and approved prior to the start of any roadway design. Local agency acceptance of the criteria and traffic volumes will also be required. Known existing design exceptions to the FHWA 13 controlling criteria, NDOT, and local agency standards need to be identified in the design criteria memo.

3.8.3 Drainage Criteria Table

The Consultant, in cooperation with the NDOT Hydraulics Section and City of Las Vegas Public Works, shall develop a drainage criteria summary table, identifying overall drainage design criteria, proposed methodology for all design aspects, and any anticipated deviation from the NDOT Drainage Manual and any policy or manual described in Section 2.1. The Criteria Table shall be submitted to the NDOT Hydraulics Section and City of Las Vegas Public Works and approved by both parties prior to the start of the drainage analysis.

3.9 PUBLIC RELATIONS

The public outreach and information for this project will be managed by a consultant selected under a separate procurement. The design Consultant will be responsible to coordinate project information with the selected public outreach consultant and attend public information meetings. The public outreach consultant will be included in project meetings as appropriate to ensure that pertinent information is conveyed.

3.9.1 Public Meetings - Information and Outreach

The Consultant shall coordinate with the public outreach consultant, NDOT staff and Public Hearings Officer in advance of the meetings and shall be responsible for:

- Preparing roadway exhibits for the project
- Assist the public outreach consultant in preparing handouts for the public information meeting
- Responding to public comments as part of the record of the meeting
- Participating in the meeting to explain the project and answer questions
- Prepare PowerPoint presentations

3.9.2 Supplemental Public Outreach

The Consultant shall assist the public outreach consultant, NDOT Project Manager and the NDOT Public Information Officer with creating, preparing and releasing relevant and timely information to the media regarding project status.

3.9.3 Stakeholder meetings (See 3.6.2 Coordination with Stakeholders)

Regularly scheduled stakeholder meetings indicated in section 3.6.2 will be conducted and facilitated by the Consultant with participation by the public outreach consultant as required.

3.10 PROJECT CLOSEOUT

When requested by the NDOT Project Manager, the Consultant shall provide the NDOT Project Manager with copies of project documentation which includes, but is not limited to, correspondence, design criteria, design calculations, CADD files, all digital files, final cost estimate, quantity book, and bid addendums.

3.11 DELIVERABLES

- 3.11.1. Meeting Minutes
- 3.11.2. Master Project Schedule Updates
- 3.11.3. Construction Cost Estimate
- 3.11.4. Monthly Progress Report
- 3.11.5. Contact Log/Correspondence
- 3.11.6. Project Management Plan
- 3.11.7. Three (3) Landscape and Aesthetic Alternatives and related Maintenance Cost Estimates
- 3.11.8. QA/QC Plan
- 3.11.9. Roadway Design Criteria Memorandum
- 3.11.10. Drainage Criteria Table
- 3.11.11. Value Analysis and Risk Assessment Report
- 3.11.12. Project Closeout
- 3.11.13. Construction Cost Estimate

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.

4. PRELIMINARY DESIGN

During the preliminary design process, the Consultant shall assist NDOT in preparing a reevaluation of the *I-15 Improvements, US-95 to Apex* EA. This support shall be in the form of traffic analysis, alternatives development, and contributions of required sections of the reevaluation document.

The preliminary design submittal shall meet all Road Design Guide design submittal requirements.

4.1 LOCATION/SURVEY

NDOT will have primary responsibility for providing information and data necessary for the location and survey associated with this project. The Consultant shall use this information to prepare control and alignment sheets for the project. All surveys and mapping shall conform to NDOT's "Special Instructions for Survey, Mapping, or GIS Consultants" dated September 2002. All surveys shall be referenced directly to the current Survey Control Network established by NDOT.

4.1.1 Location Control

The NDOT Geodesy Division will provide the Consultant with all horizontal and vertical survey control necessary for the project. This will ensure all project coordinates are compatible and in accordance with NDOT's "Special Instructions for Survey, Mapping, or GIS Consultants". All GPS and field surveys will be performed in accordance with accuracies as required in said "Special Instructions for Survey, Mapping or GIS Consultants", as provided by NDOT.

4.1.2 Field Survey

The Consultant will provide NDOT with a request of field survey required for the design. NDOT will provide this field survey to the Consultant within two weeks of the request. Field survey provided by NDOT will include surface elevations on the freeway and ramps where the F Street Bridge is expected to be located. After this initial request, miscellaneous field survey required for design will be performed by the Consultant, but not exceeding 40 hours of crew time. This survey will include, but is not limited to, topographic features, including inside and outside edges of pavement to perpetuate existing cross slopes and match existing grades, project match points, drainage facility locations and inverts, utilities, clearances, sign locations, and other details not included in the aerial base mapping supplied by NDOT or needed at design grade accuracy for widenings, vertical alignments, and retaining walls.

All surveys will be referenced directly to the current Survey Control Network established by NDOT. All survey work will meet or exceed standards according to the NDOT "Special Instructions for Survey, Mapping, or GIS Consultants" handbook. It is understood that NDOT will perform the Basic Control Survey, Construction Control Survey, and Aerial Control Survey for the project. Survey specifications and procedures will meet or exceed standards. Survey specifications and procedures will be completed in accordance with the "Special Instructions for Survey, Mapping, or GIS Consultants" handbook available from the NDOT Location Division.

4.1.3 Mapping

The NDOT Location Division, through the NDOT Project Manager, will provide aerial mapping to the Consultant. Any additional mapping required for the design, within the project limits, will be developed using as-built plans, current construction projects, and supplemental field surveys performed under 4.1.2.

4.1.4 Alignments

The Consultant shall prepare horizontal alignments necessary for the project. The horizontal alignments shall be submitted to the NDOT Location Division for approval prior to developing the preliminary design plans. Mainline horizontal alignments shall include field ties to existing centerline monuments. NDOT will provide the Consultant with mainline alignment information. It is assumed that crossroad alignments will be field verified by NDOT. The Consultant will request field ties as necessary to establish the alignments. Ramp alignments can tie into the surveyed mainline and crossroad alignments. Crossroad alignments will be limited to: F Street, F/D Connector Road, Bonanza Road, and Washington Avenue.

4.2 ROADWAY

Preliminary roadway alignments (both horizontal and vertical) will be developed by the Consultant. NDOT will provide all as-built information within the project limits including design plans and CAD files to the Consultant.

4.2.1 Concept Development

The Consultant shall develop one recommended concept, with variations (roadway width, structure type, vertical profile, etc), for consideration by NDOT, FHWA, the City of Las Vegas and the community. This concept will be developed based on engineering data gathered early in the project that will include, but not limited to: existing roadway geometry; drainage flows; traffic data and modeling; cost; and neighborhood input.

4.2.2 Develop Preliminary Geometrics

Consultant will develop the preliminary geometrics for the project alignments based on the recommended variation following NDOT, FHWA, CLV and neighborhood input.

4.2.3 Develop Preliminary Design Plans

The Consultant shall develop preliminary design plans for construction of the project. The plans shall be prepared on NDOT standard 11"x17" sheets. The Preliminary Design Submittal shall include sufficient detail for reviewers to evaluate the design for compliance with required criteria; approval for any exceptions to stated criteria should be obtained on this submittal. Preliminary design plans will be prepared in conformance with the Road Design Guide requirements.

4.3 STRUCTURAL

4.3.1 Structure Type Selection

The number and scale of the structures to be designed as a part of this project will not be known definitively until the recommended concept is selected. It is anticipated that three (3) bridge structures will be required. These bridges are located where F Street crosses beneath 1) the SE ramp, 2) the D1 ramp, and 3) the I-15 mainline. This scope assumes that a reduced bridge height will be allowed for the F Street bridges and/or the profile of F Street will be lowered and that raising the profile grade on I-15 and the ramps will not be necessary.

4.3.1.1 Structures Design Criteria Memorandum

A preliminary design criteria memorandum will be prepared to review and confirm the design criteria and methodology to be used as part of the preliminary design efforts.

The preliminary design criteria memorandum will address:

- Design Codes
- Design Software
- Design Loads
- Material Specifications
- QA/QC Procedures
- Plan formats

4.3.1.2 Bridge Data Collection and Review

The "as-built" plans, bridge maintenance inspection reports and any supporting design or construction information shall be provided by NDOT and reviewed. These documents will be used to develop an understanding of the materials, design and construction methods used for the structures that may require modification. A site inspection shall be performed in order to verify the accuracy of the information obtained in the records review. This visit will also be used to collect visual observations of structural behavior under live load conditions.

Any modifications or revisions to the existing bridge that are not contained in the existing bridge records will also be recorded during this visit. Any utilities that may be affected will also be noted.

Field survey information, requested by the Consultant and provided by NDOT, will be obtained to determine the exact location of existing improvements that will impact structure design and to obtain detailed roadway elevations at the locations of the proposed bridge decks.

4.3.1.3 Structure Type Selection Report

The Consultant will develop conceptual structure types to meet critical clearances that are determined to be reasonable and feasible by the City of Las Vegas and NDOT, and FHWA. These concepts will be presented in a bridge type selection report. A preliminary bridge front sheet will be developed and included in the Structure Type Selection Report. The report will be prepared following the recommendations of the 2008 NDOT Structures Manual, Chapter 11. The report should address special considerations during construction due to the MSE walls that are in the project geographical area.

4.3.1.4 Preliminary Design Aesthetic Coordination

The Consultant shall meet with the NDOT and CLV Landscape Architects to discuss preliminary aesthetic strategies for all structural components, both existing and proposed.

Structural aesthetic coordination meetings will be combined with the monthly progress meetings.

4.3.1.5 Preliminary Design Retaining Wall

Recommended wall types for each retaining wall location identified in the preliminary design portion of this project will also be presented in the bridge type selection report. Preliminary plan/profile information will be developed for the preliminary design submittal.

4.4 DRAINAGE

General

The project is located in an urban area where the off-site watersheds are in a developed or built out condition. It is not anticipated that this project will have an impact on existing off-site drainage patterns and thus off-site hydrologic analysis will not be performed. The offsite flows impacting the project will be referenced from previous drainage reports provided to the Consultant by NDOT and/or CLV. Criteria not being met as described in Section 2.1 must be addressed. Roadway surface drainage and existing onsite facilities as it relates to F Street shall be analyzed and expanded as necessary to meet criteria established in Section 2.1 for runoff and to perpetuate existing conditions to the extent possible. This roadway onsite analysis will be limited to F Street and will not include analysis of the surface drainage and/or existing onsite facilities in and along the freeway. Should existing freeway drainage facilities need to be modified or additional analysis provided, then an additional service request will be negotiated. Drainage features need to be designed to the effort necessary to be able to determine right of way impacts to be able to set right of way upon completion of the preliminary design.

The Consultant shall collect and review all previous studies and data pertaining to the project and perform a field review and evaluation of existing drainage facilities.

The Consultant shall coordinate with the NDOT Hydraulics Section and City of Las Vegas Public Works on the criteria and methodology to be used for the drainage analysis. The Consultant shall develop and submit a table outlining the criteria and methodology.

The Consultant shall perform all necessary drainage design and erosion control development for the project in accordance with the NDOT Drainage Manual, NDOT Storm Water Quality Manuals and CCRFCD Hydrologic Criteria and Drainage Design Manual requirements.

4.4.1 Hydrology

The Consultant shall determine the existing and proposed hydrologic conditions for areas impacting the drainage within the project limits. Existing drainage studies along with field reviews of existing flow paths shall be utilized to determine flows patterns and intensity. Onsite drainage areas will be identified and analyzed as necessary. It is not anticipated that this project will have an impact on existing off-site drainage patterns and thus an off-site hydrologic analysis will not be performed. The offsite flows impacting the project will be referenced from previous drainage reports provided to the Consultant by NDOT and/or City of Las Vegas.

4.4.2 Hydraulics

The Consultant shall review and analyze the existing drainage facilities. The hydraulic review and analysis of all existing and proposed facilities shall be performed to facilitate the development of the preliminary design. This analysis will be limited to F Street and will not include analysis of the surface drainage and/or existing onsite facilities in and along the freeway. Should existing freeway drainage facilities need to be modified or additional analysis provided, then an additional service request will be negotiated.

4.4.3 Erosion Control

The project may include the development and analysis of permanent erosion control protection for both storm water conveyance facilities and source control areas. These areas include ditches, culverts and associated inlet and outlet protection, slopes, disturbed soil areas or other areas that may require erosion control protection and shall be coordinated with the landscape and aesthetic design.

4.4.4 Preliminary Report/Submittal

Drainage plans and a preliminary drainage report summarizing the findings and recommendations of the hydrologic, hydraulic and erosion analysis shall be developed and submitted within the framework outlined in Section 4.4 General for NDOT and City of Las Vegas Public Works review. The report and plans shall specifically address NDOT, CCRFCD, and Local requirements as defined in the NDOT Drainage Manual and this scope of work. Any comments on the preliminary design plans will be addressed and a written response to each shall be provided and documented in the report.

The Consultant shall refine the drainage design to the preliminary level as outlined in Section 4.4 General and prepare preliminary plans and report. A report summarizing the findings and recommendations of the hydrologic, hydraulic and erosion analysis of the preferred alternative shall be developed and submitted for NDOT and City of Las Vegas Public Works review. Approaches to temporary and permanent erosion control shall be identified and discussed in the Preliminary Drainage Report.

All comments on the Preliminary Plans and Drainage Report will be addressed by a response letter, or if necessary, an update to the Plans and Preliminary Report. It is assumed that comments from NDOT and City of Las Vegas will not be significant and will not require major changes and additional analyses.

4.5 TRAFFIC

All traffic related analysis and design should be closely coordinated with the NDOT Traffic Division and CLV Traffic staff, through the NDOT Project Manager, throughout the development of the project. The preliminary design submittal shall include documentation of all traffic analysis done for the design items as indicated below:

4.5.1 Traffic Analysis

It is anticipated that traffic analysis for this project will be relatively simple and will not require the creation of a simulation model. Traffic analysis will be limited to left turn storage analysis and basic intersection operational analysis. All traffic volume data needed to perform this analysis will be provided by NDOT and the CLV for both the existing AM and PM peak hour conditions and the year 2030 AM and PM peak hour conditions. Traffic Analysis will include a sight distance visibility analysis for the F Street/D-F Connector intersection.

4.5.2 Traffic Analysis Technical Memo

Consultant will prepare a technical memo documenting the methodology used for the traffic analysis and detailing the results. The memo will include the sight distance visibility analysis for the F Street/D-F Connector intersection. A draft copy of the memo will be submitted to NDOT and CLV for review and comment. A final copy will be prepared that incorporates the comments.

4.5.3 ITS

The preliminary plans developed by the consultant will indicate how the recently built ITS system within the I-15 corridor will be perpetuated with the addition of the new improvements.

4.5.4 Signals

This scope of work does not anticipate any signal design work. If signal design work is determined to be necessary, an amendment to this scope will be executed.

4.5.5 Lighting

The Consultant shall provide roadway lighting for the new F Street alignment meeting the Illuminance design values of AASHTO's Roadway Lighting Design Guide. The Consultant shall coordinate with NDOT R/W Utilities or City of Las Vegas for power service locations. Existing lighting will be perpetuated where feasible. The design shall provide for bridge/tunnel under-deck lighting.

4.5.6 Signing

The Consultant shall develop conceptual signing plans to be included in the preliminary design submittal. Conceptual signing plans will be based on MUTCD and NDOT standards.

4.5.7 Striping

The Consultant will develop and design striping for the roadways within the project limits based on MUTCD and NDOT standards.

4.5.8 Preliminary Development of Traffic Management Plan

The Consultant shall prepare a Preliminary Traffic Management Plan (TMP) in accordance with the Nevada Work Zone Rule. The plan will preliminarily address Temporary Traffic Control (TTC), Traffic Operations (TO), and Public Information (PI). The development of the TMP will be coordinated with NDOT and the TMP team.

As a part of the TMP, at the preliminary level, the Consultant shall provide proposed construction staging concepts based on the proposed design. These concepts shall be in the form of roll plots that indicate limits of work areas, phasing, and general accommodation of traffic during each stage. These Traffic Management concepts will also serve as a basis for evaluation during the Value Analysis and Risk Assessment workshop meeting in addition to identifying potential right-of-way required for temporary construction easements. Alternative traffic control strategies and decisions made during the strategy meeting will be documented for inclusion in the final TMP document.

4.6 SAFETY

A traffic safety analysis shall be summarized in a letter to NDOT addressing the existing and proposed intersection stopping sight distances, crash data, speed studies, and intersection queuing. Report on the probability of crashes, vehicle-pedestrian crashes and relative severity.

4.6.1 Crash Data

The Consultant shall obtain from NDOT crash data and recommendations for the project, where applicable. The Consultant shall analyze the data and recommendations and incorporate any necessary design features into the construction documents to help reduce the potential for future crashes.

4.6.2 Bicycle / Pedestrian Facilities

No Bicycle facilities have been identified within the project boundaries. Pedestrian facilities shall be signed to NDOT adopted standards. A formal letter addressing the bicycle and pedestrian recommendations shall be submitted for NDOT approval.

4.7 AESTHETICS

The Consultant shall meet with the NDOT and CLV Landscape Architects to discuss preliminary aesthetic strategies for the reopening. The coordination efforts will be associated with the early identification for aesthetic design features within the 3% cost of construction budget.

Aesthetic treatments will be consistent with the "Pattern and Palette of Place" *Landscape and Aesthetic Master Plan* and the *I-15 Landscape and Aesthetics Corridor Plan*. The Consultant will coordinate with all stakeholders to determine levels of treatment and long term maintenance participation. Based on the input, the Consultant will develop three conceptual plans that reflect the unique heritage and culture of the community. For each conceptual plan, a long term maintenance cost estimate will be prepared. These concepts will be presented to the stakeholders to gain concurrence and acceptance of a preferred alternative. This proposed design will then be presented at a public meeting for comment.

The Consultant will prepare graphic presentations to include plans, elevations and sections illustrating the alternatives for use by CLV, NDOT and the Consultant during public meetings. Presentation graphics and descriptions will be prepared by the Consultant to support public information publications.

4.7.1 Project-Specific Planning Process

4.7.1.1 Inventory Existing Conditions/Site Analysis

The aesthetics treatment planning process will include an inventory of existing conditions/site analysis, including:

- Determine what views are most significant both from a driver's perspective and from the surrounding communities. Prepare view shed mapping for discussion. Determine the best locations for landscape and aesthetic (L&A) treatments based on an analysis of traffic flows and decision points.
- Verify with stakeholders the recommended level of landscape and aesthetic treatment from the I-15 L&A Corridor Plan for this location.
- Determine the highest priority of each treatment – landscape, hardscape improvements, and appropriate artwork.
- Examine cultural and historic background of area for design ideas and ensure context sensitive design compliance with the *I-15 Landscape and Aesthetics Corridor Plan*.
- Analyze natural site features outside of the corridor that lend identity and context to the various communities that would be enhanced.

4.7.1.2 Stakeholder Meetings for Aesthetic Treatments

The Stakeholder Working Group (SWG) will be comprised of the NDOT, City of Las Vegas and Consultant landscape architecture teams and selected members of the community and F Street Coalition. The SWG will be utilized to evaluate and provide input into the aesthetic treatments that are developed by the Consultant. The Consultant shall coordinate two (2) stakeholder working group meetings to meet the project schedule.

The Consultant shall hold the following meetings with the project stakeholders to discuss aesthetics:

- An initial meeting will be held to review the corridor planning information and solicit input for initial aesthetic plan development and potential for long term maintenance participation. Stakeholders will review the project scope and intent, aesthetic issues and current photos of the project area. Consultant will present tentative ideas for the aesthetic plan and themes.
- Based on input from the initial meeting the Consultant will prepare three (3) alternative landscape and aesthetic plans for review and comment by the stakeholder group. At this meeting a preferred alternative will be selected for presentation in a public meeting.

4.8 RIGHT-OF-WAY

4.8.1 Permits

The Consultant shall obtain from NDOT a list of encroachment permits which encompasses the project limits. Based on this list the Consultant will identify facilities that may be impacted by the proposed improvements. A list of the permits will be developed and provided to the NDOT Project Manager. The Consultant will update the listing as new encroachments are approved.

The consultant will request, review and tabulate any local agency permits for utility services or other features that could have an effect on the project within the local street systems or right-of-way.

4.8.2 Utilities

The Consultant shall coordinate the necessary limits of utility designating with the NDOT Project Manager, Utility Section and in some cases the affected utility to ensure the proper coverage is obtained. The Consultant shall designate and locate all utilities within these limits using subsurface utility engineering methods (ASCE Standard 38-02) in two phases:

Phase I, Designating: For the purpose of this section, designating will be defined as the process of using surface geophysical methods to determine the presence of a subsurface utility and marking its location using acceptable survey standards. This needs to be completed in time for use in drainage preliminary design. The Consultant shall:

- Obtain all necessary permits from city, county, state, and other municipalities, including railroads, for the purpose of marking, measuring and recording the location of all utilities.
- Provide all maintenance and control of traffic to perform work. This includes obtaining an NDOT Occupancy permit from the District Engineer and complying with all permit requirements prior to initiating any field surveys. All traffic control plans must be prepared by an American Traffic Safety Services Association (ATSSA) certified technician or PTOE and must conform to the MUTCD.
- Designate, record, and mark the horizontal location of all existing subsurface utilities. All subsurface utility engineering survey work will be the responsibility of the Consultant.
- Record and mark the horizontal location of all existing poles and overhead facilities.

Phase II, Locating: For the purpose of this section, locating will be defined as the process of exposing and recording the precise horizontal and vertical location of all subsurface utilities by excavating a test hole using vacuum extraction or comparable nondestructive equipment so as not to cause damage to the utility facility. The Consultant with NDOT assistance shall determine the potential utility conflicts that will require test holes to determine the precise vertical location.

All completed designating and locating services will be certified on the plans or as directed by NDOT. Elevation data shall be accurate vertically to within 0.05' +/- and horizontal accuracy shall be within 0.5' +/-, based on benchmarks. Designating information depicting the location of all utilities will be provided in Microstation DGN file format in conformance with the NDOT CADD Standards Manual. Also, the locations of utilities will be provided in an ASCII text file with the following setup: Comma, Delimited, Point ID, Northing, Easting, Elevation, and Description.

The Consultant shall provide all equipment, personnel, and supplies needed to perform the service.

The Consultant will prepare plans or electronic files showing the locations, sizes, and alignments (both horizontal and vertical to the extent available) of all existing public and private utilities within existing and proposed right-of-way and those potentially affected by the project.

The Consultant will identify any potential overhead impacts, such as with power lines, signal, and lighting poles. Survey and vertical clearance may be needed if the utility companies do not have accurate information or if the Project Manager determines that it is necessary to verify information gathered by the utility companies.

It is anticipated that all discussions for utility coordination will occur in the monthly progress meetings. No separate utility coordination meetings are expected. .

The Consultant shall prepare a utility conflict report showing the utility conflicts, relocation schedules, and estimated costs. After completion of the preliminary design submittal, the Consultant will submit a draft report identifying all known conflicts. The conflict report will identify all existing utilities within the corridor and cross-streets that could be impacted. This existing utility information will be as complete and accurate as the information provided by utility companies. The conflict report will also identify proposed design features, their footprint, and conflict locations with existing utilities highlighted. Cross-section information will be provided at each conflict location identifying existing ground, the approximate utility location and the design features identified to the best detail practical at the preliminary design level. A spreadsheet will be created identifying and numbering each potential impact location, the utility ownership, potential impact information, pothole information (if available), and relocation recommendations. This report will be updated after each design submittal as more information is made available and will include conflict resolution information and right-of-way impact status once the relocation design is reviewed and each conflict is resolved.

The Consultant will provide each utility company with design files and information as well as cross sectional information to determine the optimal location for new or relocated facilities. The Consultant will review utility relocation plans and permits and provide the Department with comments and constraints to ensure conflicts have been resolved.

For projects not covered by the City of Las Vegas franchise agreement with utilities, the Consultant shall identify all right-of-way needs for utility relocation and/or adjustments. This includes fee title, permanent easements, temporary easements and permission to construct areas.

If right-of-way acquisition is not necessary the Consultant will confirm that all impacts to utilities have been addressed and resolved to the degree that any relocations or adjustments can be made within existing right-of-way.

4.8.3 Engineering

The Consultant shall identify any additional right-of-way needed for permanent easements, temporary easements and permission to construct areas.

This scope assumes that no additional permanent ROW will be needed. If additional evaluation or acquisition of permanent right-of-way is needed, then an additional services request will be negotiated.

4.9 MATERIALS

The Consultant will hire a firm specializing in geotechnical engineering to review all previous geotechnical investigations and data. For this phase of the work no new field exploration or laboratory work will be performed. A preliminary geotechnical design memo will be prepared that summarizes the recommended values to be used for preliminary bridge and pavement design based on existing information. Recommendations will be done in accordance with NDOT, AASHTO and FHWA guidelines. The memo will be submitted to CLV and NDOT for review and comment.

The Materials Division will design the pavement structural section on the freeway using NDOT pavement design criteria. Pavement design on surface streets will be the responsibility of the Consultant using CLV pavement design criteria.

4.10 ENVIRONMENTAL

4.10.1 Permits and Clearances

The Consultant shall provide supporting engineering data and drawings as requested by the NDOT Project Manager that are developed or generated as a part of this scope of services.

4.10.2 NEPA Process

The Consultant shall assist NDOT in preparing a reevaluation of the *I-15 Improvements, US-95 to Apex* EA document for the F Street reopening.

The Consultant's responsibility shall include, providing maps, charts, graphics, traffic analysis, and drawings for inclusion in the reevaluation document. The Consultant shall also supply the NDOT Environmental Services Division with project descriptions, regional traffic forecasts, assist in finalizing the Purpose and Need statement, and attending and assisting in the facilitation of public meetings.

NDOT will be responsible for establishing and facilitating public informational meetings and hearings about the project. The Consultant shall coordinate and provide NDOT with any design information as requested to assist in this process. The Consultant shall be responsible for participating in the meetings and providing materials and exhibits. The Consultant will also prepare a presentation in conjunction with the NDOT Project Manager.

4.10.3 Public Involvement Process

The public involvement process will be managed by a consultant selected under a separate contract. Consultant will assist and support the public involvement process in compliance with federal and state requirements.

4.11 SPECIFICATIONS

Notes to specifications will not be required as a part of this scope of work.

4.12 DELIVERABLES

The list of Preliminary Design PS&E deliverables to be submitted is as follows:

- 4.12.1 Horizontal Alignments
- 4.12.2 Preliminary Plan Submittal
- 4.12.3 Structure Type Selection Report
- 4.12.4 Structures Design Criteria Memorandum
- 4.12.5 Preliminary Drainage Report
- 4.12.6 Traffic Analysis Technical Memo
- 4.12.7 Preliminary Traffic Management Plan
- 4.12.8 Preliminary Geotechnical Design Memo
- 4.12.9 Aesthetic Concepts
- 4.12.10 Conceptual Order of Magnitude Cost Estimate

- 4.12.11 Utility Conflict Report
- 4.12.12 Bridge Front Sheets
- 4.12.13 Preliminary Cross-sections
- 4.12.14 Letter w/Bicycle & Pedestrian Recommendations

The preliminary design submittal shall be of sufficient detail for reviewers to evaluate the design for compliance with required criteria. The request for any exceptions to such criteria shall be with this submittal other than those exceptions identified in section 4.2.4 and herein below:

Each plan sheet shall be clearly marked with the text 'Preliminary Design Review' across the professional engineer's seal and in BOLD a note "ADVANCE PRINT (submittal date)". The back sheet facing outward shall be prepared showing the Project Number, Project Description, Project ID Number, and the NDOT Project Manager's name and phone number.

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.

ARTICLE 102: INSURANCE

102.1 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

102.2 Renewal Policies

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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").

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
Kickoff Meeting	10	To be held within one week of NTP
Submit Recommended Concept	45	45 days from NTP
Approval of Recommended Concept	30	CLV to have 30 days to approve concept
Submit Preliminary Plans (30%) for the recommended concept	60	60 days from the date that the CLV approves the concept
Preliminary Design Review Meeting	30	30 days from the date of the 30% submittal
Submit Corrected 30% Plans	30	30 days from the review meeting
TOTAL CALENDAR DAYS TO COMPLETE:	205	

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 five hundred two thousand and thirty-three dollars (\$502,033) 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 four hundred twenty five thousand and sixty-nine dollars (\$425,069) 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 seventy six thousand and nine hundred sixty four dollars (\$76,964) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	EXHIBIT D										Hours Subtotal	Direct Expenses
		Project Principal	Project Manager/Value Facilitator/Senior Planner	Senior Engineer I/IRW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/Landscape Architect I	Clerical	Survey Crew		
3	Project Management	\$80	\$65	\$55	\$45	\$35	\$27	\$38	\$22	\$25	\$65		
3.1	Design Meetings												
3.1.1	Kickoff Meeting	4	4	12	4	0	0	0	0	2	0	26	\$0.00
3.1.2	Preliminary Design Review Meeting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.1.3	Traffic Control Strategy Meeting	0	4	4	4	0	0	0	0	0	0	12	\$0.00
3.2	Field Reviews	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.2.1	During Design	2	4	4	0	0	0	0	0	0	0	10	\$0.00
3.3	Construction Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.3.1	Developing and Maintaining Construction Cost Estimate	1	6	24	0	0	16	0	0	0	0	47	\$0.00
3.4	Schedules	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.4.1	Developing and Maintaining Design Construction Schedule	3	8	40	0	0	0	0	0	0	0	51	\$500.00
3.5	Progress Reports	3	16	0	0	0	0	0	0	0	0	19	\$0.00
3.6	Project Coordination	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.6.1	Project Status Meetings	7	40	60	16	16	0	0	0	2	0	141	\$0.00
3.6.2	Coordination with Stakeholders	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.6.2.1	Aesthetic Alternatives Stakeholders Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.6.2.2	Environmental Coordination Meetings	0	6	0	0	0	0	0	0	0	0	6	\$0.00
3.6.3	Miscellaneous Meetings	2	12	12	8	0	0	0	0	0	0	34	\$550.00
3.6.4	Correspondence	0	4	4	0	0	0	0	0	18	0	26	\$0.00
3.6.5	Project Management Plan	2	4	0	0	0	0	0	0	4	0	10	\$0.00
3.7	Quality Assurance and Quality Control (QA/QC)	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.7.1	Consultant Plan	8	16	0	0	0	0	0	0	3	0	27	\$0.00
3.7.2	Value Analysis and Risk Assessment Workshop	0	90	30	0	0	0	8	0	0	0	128	\$1,500.00
3.8	Design Reporting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.8.1	Basic Design Reporting	0	0	0	0	0	0	0	0	0	0	0	\$0.00

EXHIBIT D

TASK	DESCRIPTION	Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew	Hours Subtotal	Direct Expenses
3.8.2	Design Criteria Memorandum	2	4	16	0	0	0	0	0	0	0	22	\$0.00
3.8.3	Drainage Criteria Table	0	0	2	4	0	0	0	0	0	0	6	\$0.00
3.9	Public Relations	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.9.1	Public Meetings - Information and Outreach	12	12	0	0	24	0	24	8	0	0	80	\$500.00
3.9.2	Supplemental Public Outreach	12	12	0	0	0	0	0	0	0	0	24	\$0.00
3.9.3	Stakeholder Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.10	Project Closeout	1	1	0	0	0	0	8	0	1	0	11	\$0.00
3.11	Deliverables	0	0	0	0	0	0	0	0	0	0	0	\$0.00
		59	243	208	36	40	16	40	8	30	0	680	\$0.00
		\$4,720.00	\$15,795.00	\$11,440.00	\$1,620.00	\$1,400.00	\$432.00	\$1,520.00	\$176.00	\$750.00	\$0.00		\$3,050.00
4	Preliminary Design												
4.1	Location/Survey	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.1.1	Location Control	0	0	4	8	0	0	0	0	0	0	12	\$0.00
4.1.2	Field Survey	0	2	4	16	0	0	0	0	0	40	62	\$0.00
4.1.3	Mapping	0	0	2	8	0	0	0	0	0	0	10	\$0.00
4.1.4	Alignments	0	2	2	24	0	0	0	0	0	0	28	\$0.00
4.2	Roadway	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.2.1	Concept Development	4	16	16	0	0	24	24	0	0	0	84	\$0.00
4.2.2	Develop Preliminary Geometrics	0	0	40	20	0	0	20	0	0	0	80	\$0.00
4.2.3	Develop Preliminary Design Plans	4	40	80	0	480	0	80	80	0	0	764	\$0.00
4.3	Structural	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.3.1	Structure Type Selection		0	0	0	0	0	0	0	0	0	0	\$0.00
4.3.1.1	Structures Design Criteria Memorandum	2	2	16	2	0	0	0	0	0	0	22	\$0.00
4.3.1.2	Bridge Data Collection and Review	0	0	8	16	0	0	0	0	0	0	24	\$0.00
4.3.1.3	Structure Type Selection Report	2	2	20	40	120	0	0	80	0	0	264	\$0.00
4.3.1.4	Preliminary Design Aesthetic Coordination	2	2	0	0	0	0	0	0	0	0	4	\$0.00
4.3.1.5	Preliminary Design Retaining Wall	2	2	2	8	40	0	0	24	0	0	78	\$0.00
4.4	Drainage	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.4.1	Hydrology	0	0	4	16	40	0	0	0	0	0	60	\$0.00
4.4.2	Hydraulics	0	0	4	16	40	0	0	0	0	0	60	\$0.00

EXHIBIT D

TASK	DESCRIPTION	Project Principal	Project Manager/ Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer II/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew	Hours Subtotal	Direct Expenses
4.4.3	Erosion Control	0	0	2	4	8	0	0	0	0	0	14	\$0.00
4.4.4	Preliminary Report/Submittal	2	2	4	16	40	0	0	0	0	0	64	\$0.00
4.5	Traffic	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.5.1	Traffic Analysis	2	2	4	16	24	0	0	0	0	0	48	\$0.00
4.5.2	Traffic Analysis Technical Memo	2	2	0	6	0	0	2	0	0	0	12	\$0.00
4.5.3	ITS	0	0	4	0	12	0	0	5	0	0	21	\$0.00
4.5.4	Signals	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.5.5	Lighting	0	0	0	12	0	0	0	24	0	0	36	\$0.00
4.5.6	Signing	0	0	4	0	20	0	0	20	0	0	44	\$0.00
4.5.7	Striping	0	0	4	0	8	0	0	16	0	0	28	\$0.00
4.5.8	Preliminary Traffic Management Plan	0	8	40	70	0	0	48	0	0	0	166	\$0.00
4.6	Safety	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.6.1	Crash Data	0	0	0	0	8	0	0	0	0	0	8	\$0.00
4.6.2	Bicycle/Pedestrian Facilities	0	0	0	0	4	0	0	0	0	0	4	\$0.00
4.7	Aesthetics	2	8	22	0	48	0	0	126	0	0	206	\$500.00
4.7.1	Project-Specific Planning Process	0	4	4	0	20	0	0	20	0	0	48	\$0.00
4.7.1.1	Inventory Existing Conditions/Site Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.7.1.2	Stakeholder Meetings for Aesthetic Treatments	0	8	8	0	16	0	0	30	0	0	62	\$0.00
4.8	Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.8.1	Permits	0	0	0	8	0	0	0	0	0	0	8	\$0.00
4.8.2	Utilities	0	2	2	20	8	0	0	0	0	0	32	\$12,000.00
4.8.3	Engineering	0	0	0	4	0	0	0	0	0	0	4	\$0.00
4.9	Materials	0	8	0	0	0	0	0	0	0	0	8	\$10,000.00
4.10	Environmental	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.10.1	Permits and Clearances	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.10.2	NEPA Process	2	8	16	0	0	0	0	10	0	0	36	\$0.00
4.10.3	Public Involvement Process	4	4	8	0	0	0	0	0	0	0	16	\$0.00
4.11	Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.12	Deliverables	0	0	0	0	0	0	0	0	0	0	0	\$0.00
		30	124	324	330	936	24	174	435	0	40	2,417	
		\$2,400.00	\$8,060.00	\$17,820.00	\$14,850.00	\$32,760.00	\$648.00	\$6,612.00	\$9,570.00	\$0.00	\$2,600.00		\$22,500.00

TASK	EXHIBIT D										Hours Subtotal	Direct Expenses
	Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer III/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew		
	89	367	532	366	976	40	214	443	30	40	3,097	
Total Basic Services Hours												
	\$7,120.00	\$23,855.00	\$29,260.00	\$16,470.00	\$34,160.00	\$1,080.00	\$8,132.00	\$9,746.00	\$750.00	\$2,600.00		\$25,550.00
Total Basic Services Fee												

CONSULTANT'S ORIGINAL FEE:
CONSULTANT'S NEGOTIATED FEE:
PERCENT REDUCED:

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 Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
 - 1.2.2 Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
 - 1.2.3 Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
 - 1.2.4 As-Builts** – As requested by the City, Consultant shall provide As-Builts.
 - 1.2.5 Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
 - 1.2.6 Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
 - 1.2.7 Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
 - 1.2.8 Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
 - 1.2.9 Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
 - 1.2.10 Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
 - 1.2.11 Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
 - 1.2.12 Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
 - 1.2.13 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.
 - 1.2.14 Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
 - 1.2.15 Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
 - 1.2.16 Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
 - 1.2.17 Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
 - 1.2.18 Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
 - 1.2.19 Structural** – As required by the City, Consultant shall provide additional structural design.

- 1.2.20** Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- 1.2.21** Structural Engineering – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.
- 1.2.22** Survey – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.
- 1.2.23** Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- 1.2.24** Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- 1.2.25** Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.
- 1.2.26** Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer Manager/Schedule Estimator/Professional Surveyor	Senior Engineer Manager/Schedule Estimator/Professional Surveyor	Senior Engineer Manager/Schedule Estimator/Professional Surveyor	Senior Engineer Manager/Schedule Estimator/Professional Surveyor	Senior Engineer Manager/Schedule Estimator/Professional Surveyor	Project Engineer	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		\$80	\$65	\$55	\$45	\$35	\$27	\$38	\$22	\$25	\$65					
	ADDITIONAL SERVICES															
1	Corsim Analysis	2	4	10	35	50	0	0	0	0	0	0	0	101	\$0.00	\$12,865.00
2	Signal Design		1	12	0	32	0	0	0	0	40	0	0	85	\$0.00	\$8,175.00
3	Additional Public Outreach Meeting	6	6	0	0	12	0	12	0	12	8	0	0	44	\$0.00	\$5,766.00
4	Alternative Design Development and Analysis	8	24	40	40	0	0	40	0	40	0	0	0	152	\$0.00	\$23,160.00
5	Additional Field Survey		0	4	0	0	0	0	0	0	0	0	40	44	\$0.00	\$8,460.00
6	Additional Pot-holing (8 holes)		1	0	0	2	0	0	0	0	0	0	8	11	\$8,000.00	\$9,965.00
7	Additional Progress Meetings (2 meetings)	2	5	8	2	2	0	0	0	0	0	0	0	19	\$0.00	\$3,255.00
8	Additional Aesthetic Stakeholder Meeting		4	4	0	8	0	0	0	0	15	0	0	31	\$0.00	\$3,270.00
9	Preliminary RW evaluation		0	4	0	0	0	12	0	12	0	0	0	16	\$0.00	\$2,028.00
	Total Additional Services - Hours	18	45	82	77	106	0	64	63	0	48	0	0	503		
	Total Additional Services - Fee	\$1,440.00	\$2,925.00	\$4,510.00	\$3,465.00	\$3,710.00	\$0.00	\$2,432.00	\$1,386.00	\$0.00	\$3,120.00	\$0.00	0		\$8,000.00	\$76,964.00

END OF EXHIBIT "E"

EXHIBIT “F”

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Mark Sorensen
Project Manager: Randy McConnell

CONSULTANT’S PROJECT STAFF

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

Principal In Charge: Wayne Horlacher
Project Manager: Angelo Spata

CONSULTANT’S SUB-CONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project.
Any changes require City approval.

Geotechnical: Terracon Consultants
Potholing: Horrocks Engineering

END OF EXHIBIT “F”

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	PBSJ Corporation* *Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J is a wholly owned subsidiary of The PBS&J Corporation, a Florida Corporation. All stock of The PBSJ Corporation is owned by employees. There is no shareholder with more than 4% ownership	5300 West Cypress Street , Tampa FL 33607	(813)282-7275

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	<u>Disclosure of Ownership and Principals - Alternate</u>
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.



Wayne H. Black
Name
2/9/10
Date

Subscribed and sworn to before me this 9th day of

February, 2010.
DeAnn H. Franklin
Notary Public

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	<u>Contracting Entity</u>
Post, Buckley, Schuh & Jernigan, Inc., d/b/a/ PBS&J	
Address: 2270 Corporate Circle, Suite 100, Henderson, NV 89074	
Telephone: 702-263-7275	
EIN or DUNS: 58-0896138	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Preliminary engineering requirement to design the reopening of F Street	
RFP #: Statement of Qualifications	

Block 3	<u>Type of Business</u>
☐ 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.	PBSJ Corporation* *Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J is a wholly owned subsidiary of The PBS&J Corporation, a Florida Corporation. All stock of The PBSJ Corporation is owned by employees. There is no shareholder with more than 4% ownership	5300 West Cypress Street , Tampa FL 33607	(813)282-7275

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: _____

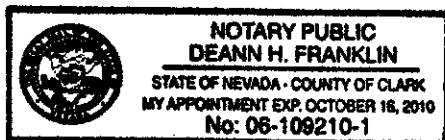
Block 5 Disclosure of Ownership and Principals - Alternate

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.



Waguet H. Franklin
Name

2/9/10
Date

Subscribed and sworn to before me this 9th day of

February, 2010.

Deann H. Franklin

Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from JHR Associates, Ltd, on behalf of Rebel Oil Company, Inc., owner (landscaping on the southeast corner of Washington Avenue and Pecos Road) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

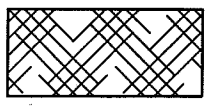
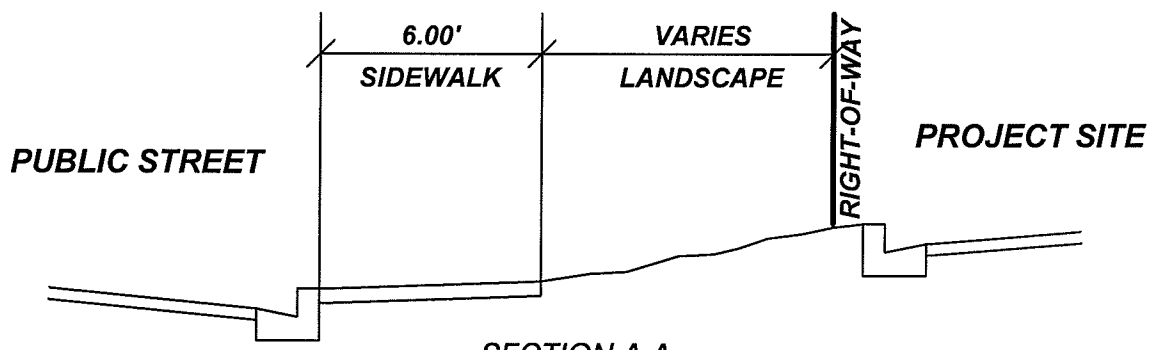
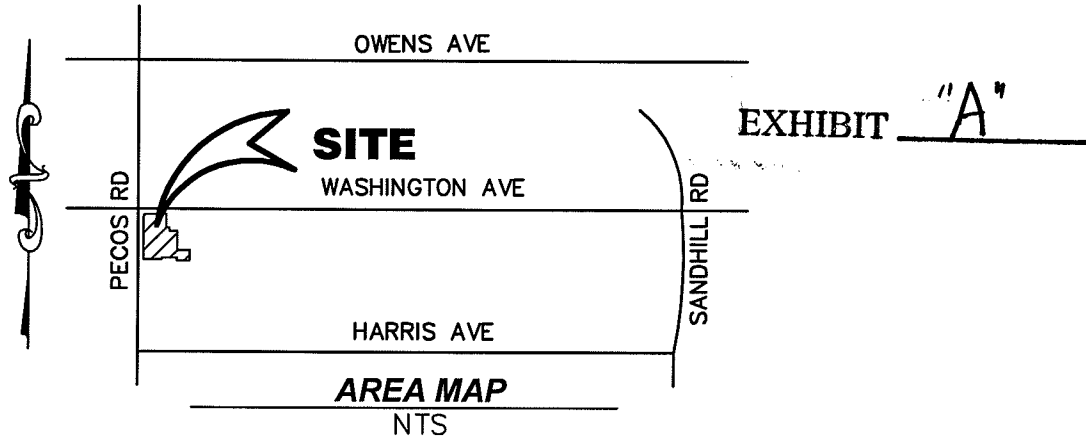
This request consists of an approximately 500-square foot area of landscaping on the southeast corner of Washington Avenue and Pecos Road, and an approximately 30-square foot area of landscaping on a small portion of the site entrance radius approximately 250-feet south of Washington Avenue, along Pecos Road, consisting of trees, shrubs, ground cover and an irrigation system for Rebel Convenience Store.

RECOMMENDATION:

Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:

Exhibit "A" Encroachment Exhibit Rebel Convenience Store

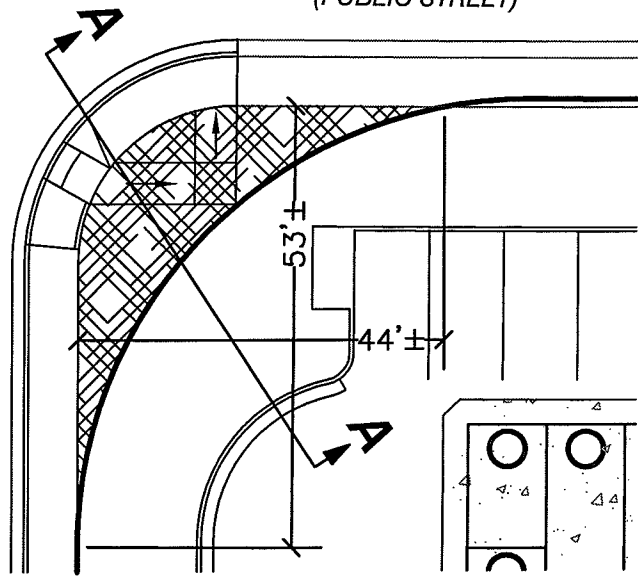


AREA OF ENCROACHMENT

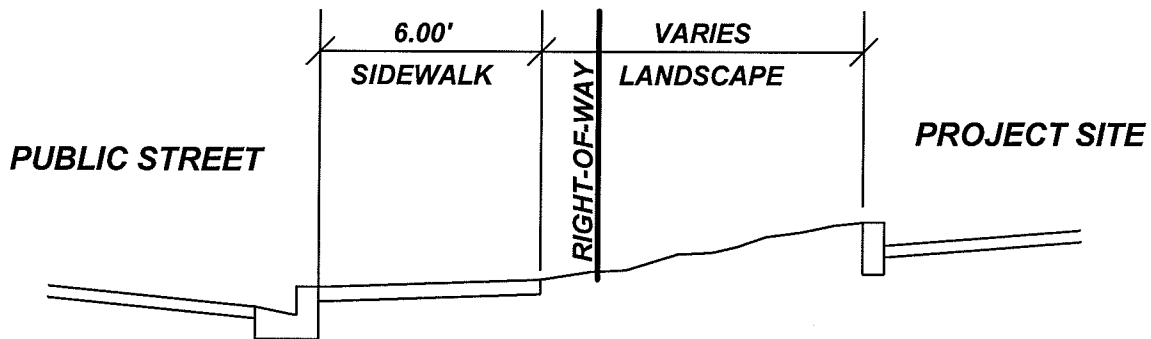
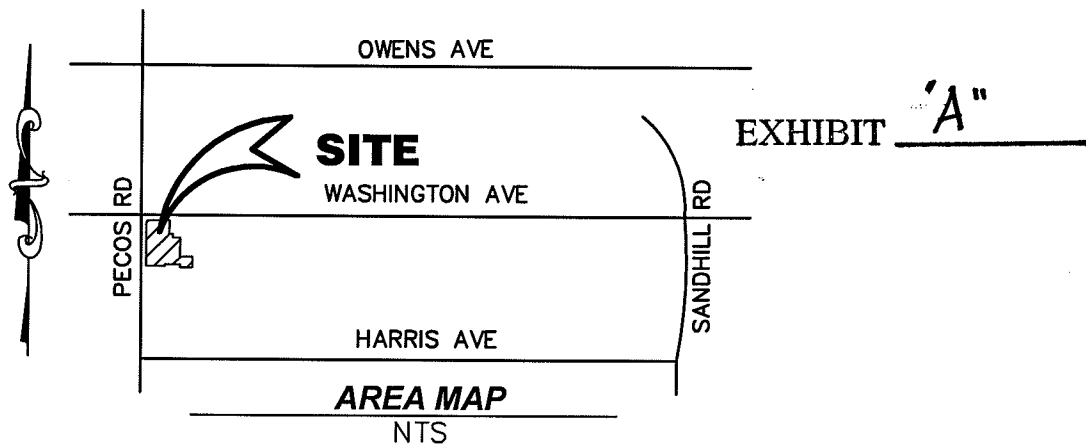
WASHINGTON AVENUE
100' RIGHT-OF-WAY
(PUBLIC STREET)



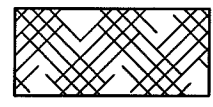
PECOS ROAD
RIGHT-OF-WAY VARIES
(PUBLIC STREET)



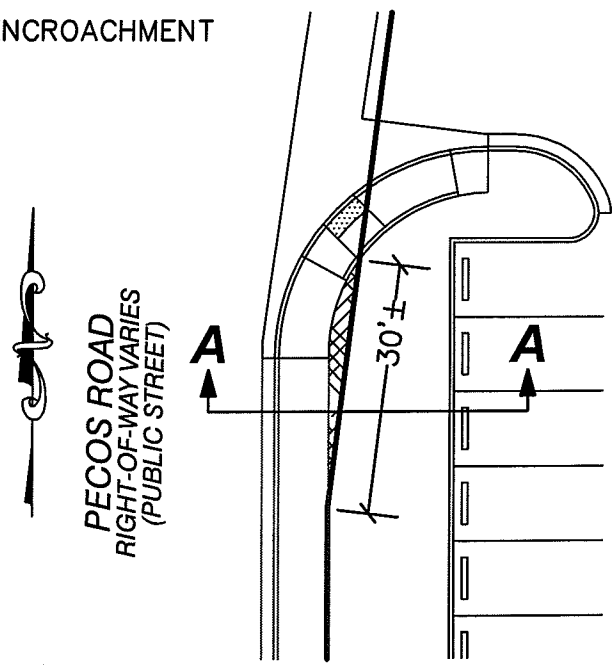
NOT TO SCALE



SECTION A-A
TYPICAL LANDSCAPE ENCROACHMENT



AREA OF ENCROACHMENT



NOT TO SCALE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a First Amendment to the Facilities Relocation Agreement between the City of Las Vegas and Nevada Energy for the relocation of power facilities for the Charleston Bus Turnout Project FY 2005 located along Charleston Boulevard from Nellis Boulevard to Fremont Street (\$258,039 - Regional Transportation Commission (RTC) of Southern Nevada) - Ward 3 (Reese) and Clark County

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$258,039

Funding Source: RTC

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas is constructing bus turnouts along Charleston Boulevard from Nellis Boulevard to Fremont Street. Due to scoping changes in the project an amendment was necessary. The utility improvements associated with this first amendment provide for relocation of Nevada Energy Transmission facilities to accommodate the new bus turnouts.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Facilities Relocation Agreement First Amendment

FACILITIES RELOCATION AGREEMENT

First Amendment

This First Amendment to Facilities Relocation Agreement (“**First Amendment**”) is made as of October 16, 2009 by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy (“**Utility**”) and City of Las Vegas, Department of Public Works, a municipal corporation of the State of Nevada, (“**Applicant**”). The Parties are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. Utility and Applicant are Parties to the Facilities Relocation Agreement dated on or about October 14, 2009 (“**Agreement**”).
- B. The Parties desire to further amend the Agreement on the terms and subject to the conditions set forth below in this First Amendment.

In consideration of the above recitals, the mutual covenants contained below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Utility and Applicant agree as follows:

AGREEMENT

- 1. Recitals. The above recitals are an integral part of the agreement and understanding of Utility and Applicant and are incorporated into this First Amendment by reference.
- 2. Specific Amendments. Effective as of the date of this First Amendment the terms of the Agreement are amended as follows:
 - A. Recital D of the Agreement is amended and restated in its entirety as follows:
 - (D) Applicant proposes to construct a bus turnout on Charleston Boulevard on property commonly known as and further described as APN(s) 161-06-110-062 through 161-06-110-065. Because the Development conflicts with the Facilities, Applicant has requested that Utility modify a portion of the Facilities generally located on the south side of Charleston Boulevard between Laurel Avenue and Oahu Street (“**Original Location**”). The modification might include a relocation of certain Facilities.
 - B. Section 1.4 of the Agreement is amended and restated in its entirety as follows:
 - 1.4 Development: Applicant’s project commonly known as the City of Las Vegas One Bus Turnout and generally located on the south side of Charleston Boulevard between May Avenue and June Avenue.
 - C. Section 2.1 of the Agreement is amended and restated in its entirety as follows:
 - 2.1 Utility’s Scope of Work. Utility will, at Applicant’s Cost, perform (or cause to be performed) the following in association with the Project:
 - (A) Perform engineering, survey, design and construction work in connection with the Project. Construction work includes but is not limited to:

FACILITIES RELOCATION AGREEMENT

First Amendment

- (1) Removing existing wood poles (structure nos. X9008 and X9009)
 - (2) Installing steel poles (structure nos. X24424 and X24425)
 - (3) Reframing insulators on existing structure nos. X9007 and X9010 to roadside insulators.
 - (B) Research land rights.
 - (C) Prepare this Agreement and the exhibits to it, including, but not limited to, the Plan and Profile.
 - (D) Transfer existing shield wire, transmission phase conductors, communications cable, and other electrical appurtenances as required.
 - (E) Provide notice to third parties that they must remove their Third-Party Attachments from certain Facilities.
- D. Section 4.5 of the Agreement is amended and restated in its entirety as follows:
- 4.5 Revisions to Improvement Plans; Additional Approvals Required. Before submitting revisions to the Improvement Plans to the appropriate government authority(ies) for approval, Applicant must submit all changes to the Improvement Plans to Utility's Land Services Department and Transmission Engineering Department for review and comment. Applicant must correct all deficiencies identified by Utility. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the revised Improvement Plans, Utility will notify Applicant of that approval in the form of Utility's standard government authorization letter or that no comment is required by Utility.
- E. Section 4.6 of the Agreement is amended and restated in its entirety as follows:
- 4.6 Executing Transmission Use Agreement. If any portion of the Facilities and modified facilities are on property owned or controlled by a private third party, Utility's consent to existing, approved improvements on that property will be documented through Utility's standard transmission use agreement, a copy of which is attached as Exhibit F. If Applicant is acquiring an easement for the modified facilities through private negotiation, Applicant must use commercially reasonable efforts to obtain a transmission use agreement from the third party. However, if Applicant is acquiring an easement for the modified facilities through condemnation, Applicant is not required to obtain a transmission use agreement from the third party.

FACILITIES RELOCATION AGREEMENT

First Amendment

F. Section 7.1 of the Agreement is amended and restated in its entirety as follows:

7.1 Responsibility for Costs

- (A) General Obligation. Applicant is responsible for all Costs associated with this Agreement.
- (B) Purchase Order. Applicant must deliver a purchase order to Utility in the amount of the Estimated Cost. Utility has no obligation to continue or begin any work in connection with this Agreement until after it receives the purchase order from Applicant.
- (C) Modified Purchase Order. At any time after Utility receives the purchase order required by Section 7.1(B), Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility (without liability to Applicant) may stop all work on the Project.
- (D) Increased Costs. If a condition in the field or some other event (such as surface or subsurface field conditions or conditions in a Permit) affects construction of the Project, affects Utility's ability to complete the Project or increases the Cost of the Project, Applicant is responsible for those increased Costs.

G. Section 7.2 of the Agreement is amended and restated in its entirety as follows:

- 7.2 Estimated Cost. The estimated Cost is \$258,039.00 ("**Estimated Cost**"). Applicant must pay the Estimated Cost to Utility when Applicant delivers the signed Agreement to Utility. The actual Costs might be more or less than the Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Costs.

H. A new Section 7.9 is added to the Agreement as follows:

- 7.9 Applicant's Obligation to Pay Tax Effect. It is Utility's understanding that the modifications to the Facilities are not necessary to support electric load increases and will not be used to provide service to Applicant's Development and that Utility is modifying its Facilities so that Applicant may expand, modify or relocate a public roadway. Utility therefore believes the payments from Applicant to Utility under this Agreement will not subject Utility to income tax liability pursuant to section 118 of the Internal Revenue Code of 1954. Accordingly, Utility has not requested that Applicant advance Utility the Tax Effect. However, if the Internal Revenue Service later determines that Utility – because of the modifications to the Facilities – is subject to such tax liability, Applicant

FACILITIES RELOCATION AGREEMENT

First Amendment

must pay Utility the Tax Effect, including interest and penalties; the estimated Tax Effect is \$35,867.42.

- I. Exhibit B to the Agreement is deleted in its entirety and replaced with the "Exhibit B" that is attached to this First Amendment as "Exhibit 1 to the First Amendment".
 - J. Exhibit E to the Agreement is deleted in its entirety and replaced with the "Exhibit E" that is attached to this First Amendment as "Exhibit 2 to the First Amendment".
 - K. Except for the page numbering, the footers in the Agreement are deleted in their entirety and replaced with the following:

NV Energy Contract No. 07-01014FRA
Facilities Relocation (First Amendment)
CLV One Bus Turnout
3. Effect of First Amendment. Except as modified in this first Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this First Amendment this first amendment shall control. In addition, except as otherwise stated in the First Amendment, all initially capitalized terms will have the same respective meaning stated in the Agreement. This First Amendment shall not be effective and binding unless and until it is fully-executed and delivered by both Utility and Applicant. Each Party represents and warrants to the other that the entity signing this First Amendment on behalf of the Party is duly authorized to execute and deliver this first Amendment to legally bind the party on whose behalf this First Amendment is signed to all of the terms, covenants and conditions contained in this First Amendment.

[signature page to follow]

**FACILITIES RELOCATION AGREEMENT
First Amendment**

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representative.

NEVADA POWER COMPANY
d/b/a NV Energy

By: _____
Kip Jackson
Director, Major Projects

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman
Mayor

Date: _____

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Date: _____

APPROVED as to form:

By: John S. Ridilla
John S. Ridilla
Deputy City Attorney

Date: 11/5/09

**FACILITIES RELOCATION AGREEMENT
First Amendment**

Exhibit 1 to First Amendment

[Attached]

Exhibit B

Estimated Cost

Description	Estimated Cost
Engineering Labor	\$ 56,086.00
Material	\$ 95,405.00
Installation	\$ 54,719.00
Removals	\$ 2,236.00
A&G Loadings	\$ 5,953.00
Project Supervision	\$ 21,227.00
Subtotal	\$ 235,626.00
Project Labor Expense	\$ 22,413.00
Total Estimated Cost	\$ 258,039.00

(10/2009)

**FACILITIES RELOCATION AGREEMENT
First Amendment**

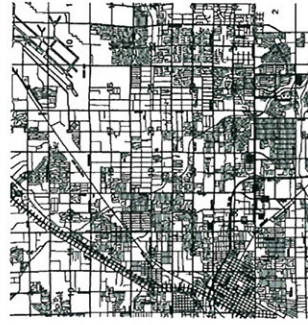
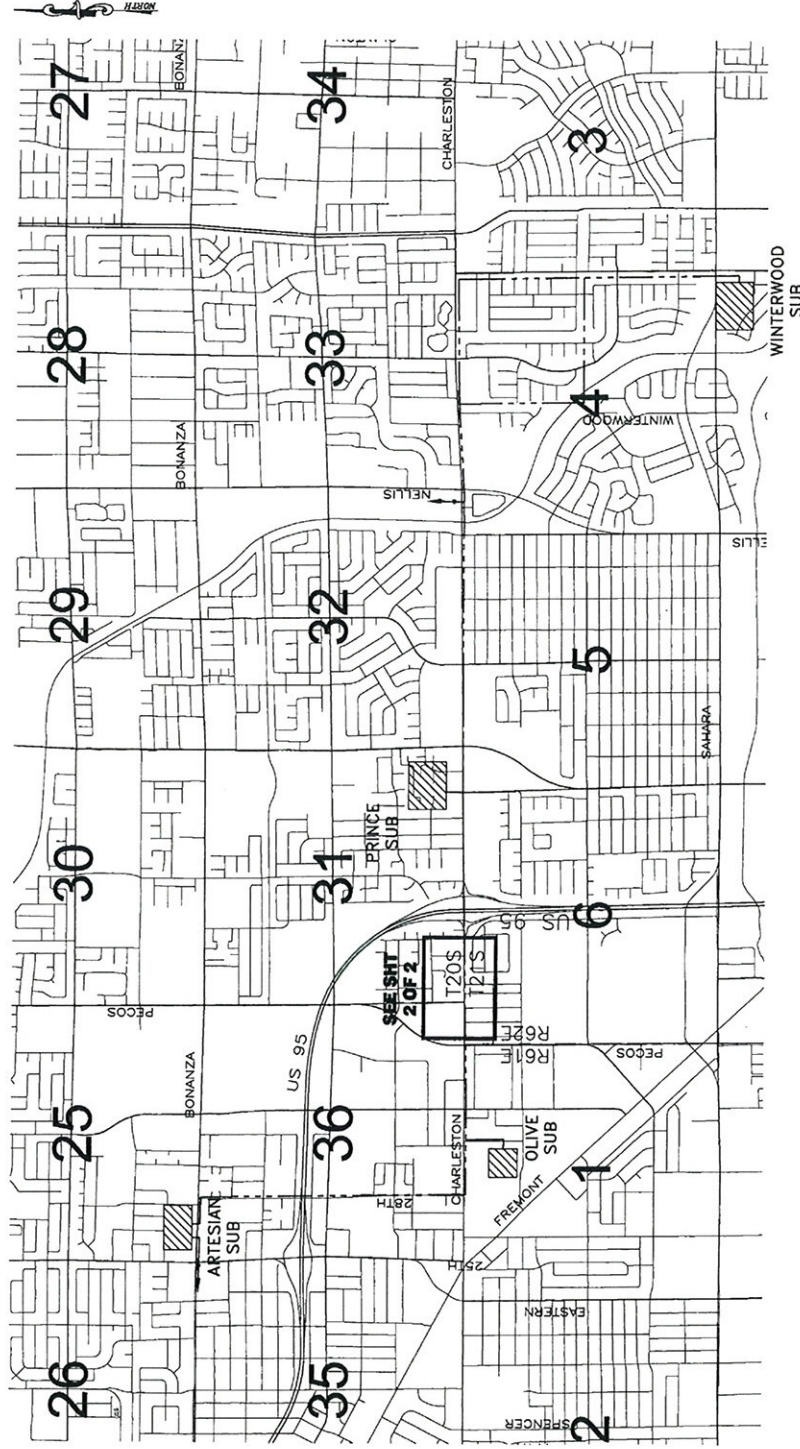
Exhibit 2 to First Amendment

[Attached]

69KV TRANSMISSION LINE

OLIVE - PRINCE

CLV EAST CHARLESTON BUS TURNOUT PROJECT



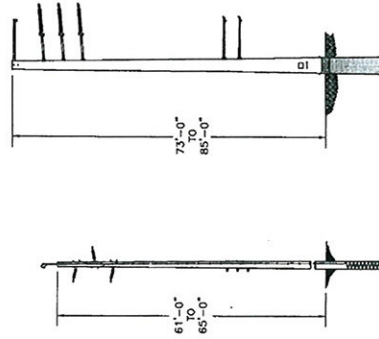
VICINITY MAP
NOT TO SCALE

COVERSHEET LEGEND

- TRANSMISSION LINE
- SECTION LINE
- SHEET INDEX

PLAN & PROFILE LEGEND

- TRANSMISSION LINE
- RIGHT OF WAY LINE
- CENTER LINE



TYPICAL REMOVED
WOOD STRUCTURE

PROPOSED STEEL
STRUCTURE
TO BE INSTALLED

NOTES:

CONTACT PERSON: LOVELLA ZEH (702) 402-2919 FAX (702) 402-5064
NEVADA POWER COMPANY
RIGHT OF WAY AGENT
6226 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146
MS 09



69KV TRANSMISSION LINE
OLIVE - PRINCE
COVER SHEET

SCALE: NONE
DWG. NO. 441.69.011 NDOT

DESCRIPTION REVISION RECORD

REV	DESCRIPTION
-----	-------------

SHEET NO.
1 OF 2

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P184-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$166,457.63 for the Durango Drive Repaving project located on North Durango Drive between Cheyenne Avenue and Alexander Road - Ward 4 (Anthony)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

On July 6, 2009 the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation to provide funding for the design, advertisement, award, management of construction and improvements to existing sidewalk and curb ramps to meet current ADA standards along North Durango Drive between Cheyenne Avenue and Alexander Road. This Amendment No. 1 of Cooperative (Local Public Agency) Agreement P184-09-063 will decrease project funding in the amount of \$166,457.63. Bids came in lower than anticipated and the agreement is being reduced to reflect projected expenditures. The total cost of the agreement shall not exceed \$647,542.37.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amendment No. 1 to Highway Agreement No. P184-09-063

Amendment No 1 to
Highway Agreement No. P184-09-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on July 6, 2009 the parties entered into Agreement No. P184-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of Durango Dr. from Cheyenne Ave. to Alexander Rd.; and

WHEREAS, due to the contractor bid prices coming in below the programmed amount this amendment decreases the amount of funding by One Hundred Sixty-six Thousand Four Hundred Fifty-seven and 63/100 Dollars (\$166,457.63).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR184-09-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of Six Hundred Forty-seven Thousand Five Hundred Forty-two and 37/100 Dollars (\$647,542.37).
- B. Article II, Paragraph 17, is amended by deleting it in its entirety and inserting in its place: To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on <http://www.nevadadbe.com>, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.
- C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are Six Hundred Forty-seven Thousand Five Hundred Forty-two and 37/100 Dollars (\$647,542.37), which includes: Six Hundred Forty-seven Thousand Five Hundred Forty-two and 37/100 Dollars (\$647,542.37), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.
- D. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs: \$ 5,000.00
CITY Construction Engineering Costs: \$ 52,921.73
Construction Costs: \$ 589,620.64

TOTAL ESTIMATED PROJECT COSTS: \$ 647,542.37

AVAILABLE FUNDING SOURCES:

Federal ARRA Funds: \$ 647,542.37

TOTAL PROJECT FUNDING: \$ 647,542.37

- E. All of the other provisions of Agreement No. P184-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Oscar B. Goodman
Mayor

Director

Attest:

Approved as to Legality & Form:

Beverly K. Bridges
City Clerk

Deputy Attorney General

Approved as to Form:

John S. Ridilla 2/17/10
Robert S. Sylvain
~~Deputy City Attorney~~

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Dedication for Right-of-Way on the west side of Main Street at Clark Avenue from the City of Las Vegas, being a portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian - APN 139-34-201-023 - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

This dedication is for a portion of City owned property which will complete the right-of-way on the west side of Main Street at Clark Avenue.

RECOMMENDATION:

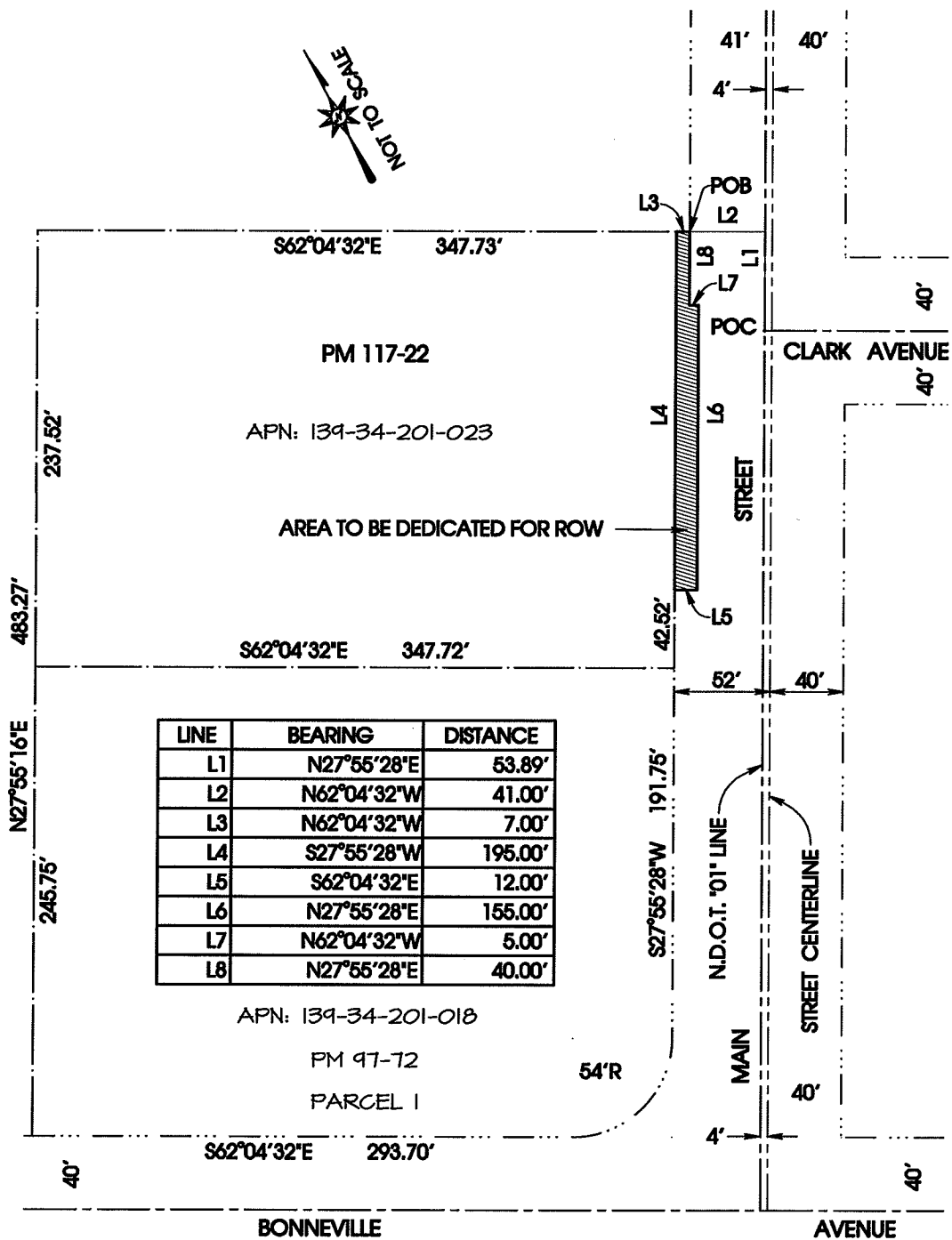
Approval

BACKUP DOCUMENTATION:

Map



NOT TO SCALE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P187-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$143,829.04 for the Alexander Road Repaving project located on West Alexander Road between North Cimarron Road and US-95 - Ward 4 (Anthony)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

On July 6, 2009 the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation to provide funding that applies to the design, advertisement, award and management of construction of the repaving of West Alexander Road between North Cimarron Road and US-95. This Amendment No. 1 to Highway Agreement No. P187-09-063 will decrease project funding in the amount of \$143,829.04. Bids came in lower than anticipated and the agreement is being reduced to reflect projected expenditures. The total cost of the agreement shall not exceed \$942,170.96

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amendment No. 1 to Highway Agreement No. P187-09-063

Amendment No 1 to
Highway Agreement No. P187-09-063

This Amendment is made and entered into this _____ day of _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on July 6, 2009 the parties entered into Agreement No. P187-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of Alexander Rd. from Cimarron to US 95; and

WHEREAS, due to the contractor bid prices coming in below the programmed amount this amendment decreases the amount of funding by One Hundred Forty-three Thousand Eight Hundred Twenty-nine and 04/100 Dollars (\$143,829.04).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR187-09-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of Nine Hundred Forty-two Thousand One Hundred Seventy and 96/100 Dollars (\$942,170.96).
- B. Article II, Paragraph 17, is amended by deleting it in its entirety and inserting in its place: To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on <http://www.nevadadbe.com>, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.
- C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are Nine Hundred Forty-two Thousand One Hundred Seventy and 96/100 Dollars (\$942,170.96), which includes: Nine Hundred Forty-two Thousand One Hundred Seventy and 96/100 Dollars (\$942,170.96), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.
- D. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 56,229.34
Construction Costs:	<u>\$ 880,941.62</u>

TOTAL ESTIMATED PROJECT COSTS:	\$ 942,170.96
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AVAILABLE FUNDING SOURCES:

Federal ARRA Funds:	<u>\$ 942,170.96</u>
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TOTAL PROJECT FUNDING:	\$ 942,170.96
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- E. All of the other provisions of Agreement No. P187-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Oscar B. Goodman
Mayor

Director

Attest:

Approved as to Legality & Form:

Beverly K. Bridges
City Clerk

Deputy Attorney General

Approved as to Form:

John S. Ridilla 2/17/10
~~Robert S. Sylvain~~
~~Deputy City Attorney~~

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

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

Approval of the Second Amendment to Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission (RTC) of Southern Nevada to increase project funding in the amount of \$1,800,000 for the design and construction of the Downtown Connector project located along Grand Central Parkway, Casino Center Boulevard, 3rd Street, Main Street, St. Louis Avenue and Paradise Road (\$46,800,000 - RTC) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐
☒

No Impact☐**Augmentation Required****Budget Funds Available****Amount:** \$46,800,000**Funding Source:** RTC**Dept./Division:** PW/City Engineer**PURPOSE/BACKGROUND:**

The City of Las Vegas entered into an Interlocal Agreement with the Regional Transportation Commission (RTC) of Southern Nevada on April 18, 2007 and a First Amendment Interlocal Agreement on July 16, 2008 to design and construct the Downtown Connector Bus Rapid Transit project. This Second Amendment to Interlocal Agreement will increase project funding in the amount of \$1,800,000 to cover additional project expenditures. Total cost of the agreement shall not exceed \$46,800,000. The Regional Transportation Commission of Southern Nevada approved this agreement at their March 11, 2010 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Amendment to Interlocal Agreement

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT

This Amendment to the Interlocal Agreement, made and entered into on March ____, 2010 by and between the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, acting by and through the City Council which is its governing body (hereinafter called "CITY"), and Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada (hereinafter called "RTC").

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another agency; and

WHEREAS, the RTC and the City have entered into several interlocal agreements to enable the RTC to implement a Downtown Connector Project a portion of which will provide rapid transit vehicle roadway improvements along Grand Central Parkway, Casino Center Boulevard, Third Street, Main Street, St. Louis Avenue, and Paradise Road; and

WHEREAS, the CITY and the RTC mutually wish to amend the existing Interlocal Agreement, as originally set forth in the Agreement dated April 18, 2007 and a subsequent Amendment dated July 16, 2008; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained it is agreed as follows:

1. Replace the language of ARTICLE I, RTC AGREES, with the following language: To provide funding for the total cost of the Design Project, Construction Project and Neon Sign Artwork Design, Fabrication and Installation Project according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC. The total cost for engineering design and right-of way engineering of the Design Project shall not exceed forty six million eight hundred thousand dollars (\$46,800,000.00). This total cost reimbursement amount supersedes all previous total costs referenced in other interlocal agreements related to this project, dated December 7, 2005 and June 22, 2006. The agreement for \$1, 800,000.00 associated with cost increases as a result of construction work are included in and part of the total amount of \$46,800,000.00 for the project. By this agreement the parties agree that the total cost reimbursement for this project is intended to be the "not to exceed" amount of \$46,800,000.00, inclusive of any other amounts previously authorized in this or other related interlocal agreements referenced above.
2. Extend the term of this agreement in ARTICLE III, IT MUTUALLY AGREED, paragraph 2 through June 30, 2010.

3. All the other existing terms and conditions set forth in the original Agreement dated April 18, 2007 and subsequent Amendment dated July 16, 2008 shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

ZEV KAPLAN, General Counsel

DATE OF COUNCIL ACTION:

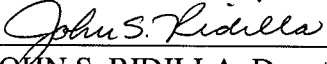
CITY OF LAS VEGAS

ATTEST:

By: _____
OSCAR B. GOODMAN, Mayor

BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:



JOHN S. RIDILLA, Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN
NEVADA

ATTEST:

By: _____
LAWRENCE L. BROWN III,
Chairman

LISA MAGNUSSON, Executive Assistant

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P185-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$141,588.72 for the Hills Center Drive Repaving project located on Hills Center Drive and Village Center Circle from Summerlin Parkway to Lake Mead Boulevard - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

On June 3, 2009 the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation to provide funding for the design, advertisement, award, management of construction and improvements to existing sidewalk and curb ramps to meet current ADA standards along Hills Center Drive and Village Center Circle from Summerlin Parkway to Lake Mead Boulevard. This Amendment No. 1 of Cooperative (Local Public Agency) Agreement P185-09-063 will decrease project funding in the amount of \$141,588.72. Bids came in lower than anticipated and the agreement is being reduced to reflect projected expenditures. The total cost of the agreement shall not exceed \$1,150,411.28.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amendment No. 1 to Highway Agreement No. P185-09-063

Amendment No 1 to
Highway Agreement No. P185-09-063

This Amendment is made and entered into this _____ day of _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on July 6, 2009 the parties entered into Agreement No. P185-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of Hills Center Dr. and Village Center Cir. from Summerlin Pkwy. to Lake Mead Blvd.; and

WHEREAS, due to the contractor bid prices coming in below the programmed amount this amendment decreases the amount of funding by One Hundred Forty-one Thousand Five Hundred Eighty-eight and 72/100 Dollars (\$141,588.72).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR185-09-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of One Million One Hundred Fifty Thousand Four Hundred Eleven and 28/100 Dollars (\$1,150,411.28).
- B. Article II, Paragraph 17, is amended by deleting it in its entirety and inserting in its place: To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on <http://www.nevadadb.com>, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.
- C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are One Million One Hundred Fifty Thousand Four Hundred Eleven and 28/100 Dollars (\$1,150,411.28), which includes: One Million One Hundred Fifty Thousand Four Hundred Eleven and 28/100 Dollars (\$1,150,411.28), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.
- D. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 60,363.85
Construction Costs:	<u>\$ 1,085,047.43</u>

TOTAL ESTIMATED PROJECT COSTS:	\$ 1,150,411.28
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AVAILABLE FUNDING SOURCES:

Federal ARRA Funds:	<u>\$ 1,150,411.28</u>
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TOTAL PROJECT FUNDING:	\$ 1,150,411.28
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- E. All of the other provisions of Agreement No. P185-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Oscar B. Goodman
Mayor

Director

Attest:

Approved as to Legality & Form:

Beverly K. Bridges
City Clerk

Deputy Attorney General

Approved as to Form:

John S. Ridilla 2/17/10
Robert S. Sylvain
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Amendment Number 1 of Cooperative (Local Public Agency) Agreement P186-09-063 with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of \$989,449.81 for the Lamb Boulevard Repaving project located on North Lamb Boulevard between East Charleston Boulevard and East Owens Avenue - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

On July 6, 2009 the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation to provide funding for the design, advertisement, award, management of construction and improvements to existing sidewalk and curb ramps to meet current ADA standards along North Lamb Boulevard between East Charleston Boulevard and East Owens Avenue. This Amendment No. 1 to Highway Agreement No. P186-09-063 will decrease project funding in the amount of \$989,449.81. Bids came in lower than anticipated and the agreement is being reduced to reflect projected expenditures. The total cost of the agreement shall not exceed \$1,209,550.19.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amendment No. 1 to Highway Agreement No. P186-09-063

Amendment No 1 to
Highway Agreement No. P186-09-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on July 6, 2009 the parties entered into Agreement No. P186-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of Lamb Blvd. from Charleston Blvd. to Owens Ave.; and

WHEREAS, due to the contractor bid prices coming in below the programmed amount this amendment decreases the amount of funding by Nine Hundred Eighty-nine Thousand Four Hundred Forty-nine and 81/100 Dollars (\$989,449.81).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR186-09-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of One Million Two Hundred Nine Thousand Five Hundred Fifty and 19/100 Dollars (\$1,209,550.19).
- B. Article II, Paragraph 19, is amended by deleting it in its entirety and inserting in its place: To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on <http://www.nevadadbe.com>, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.
- C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are One Million Two Hundred Nine Thousand Five Hundred Fifty and 19/100 Dollars (\$1,209,550.19), which includes: One Million Two Hundred Nine Thousand Five Hundred Fifty and 19/100 Dollars (\$1,209,550.19), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.
- D. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 64,498.36
Construction Costs:	<u>\$ 1,140,051.83</u>

TOTAL ESTIMATED PROJECT COSTS:	\$ 1,209,550.19
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AVAILABLE FUNDING SOURCES:

Federal ARRA Funds:	<u>\$ 1,209,550.19</u>
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TOTAL PROJECT FUNDING:	\$ 1,209,550.19
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- E. All of the other provisions of Agreement No. P186-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Oscar B. Goodman
Mayor

Director

Attest:

Approved as to Legality & Form:

Beverly K. Bridges
City Clerk

Deputy Attorney General

Approved as to Form:

John S. Ridilla 2/17/10
Robert S. Sylvain
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Line Extension Agreement between the City of Las Vegas and NV Energy to provide electrical services for irrigation purposes for the North and South Environmental Enhancement Areas within Floyd Lamb Park located at 9200 Tule Springs Road (\$27,327 - Clark County Regional Flood Control District [CCRFCDD]) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐ **Augmentation Required**

☒

Budget Funds Available

Amount: \$27,327

Funding Source: CCRFCDD

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas is currently at 100% final design phase for this project. The improvements associated with this Line Extension Agreement will allow for installation of electrical service for irrigation purposes for the North and South Environmental Enhancement Areas within Floyd Lamb Park.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Line Extension Agreement



LINE EXTENSION AGREEMENT

Contract No: GLEA0000193052A

Project No: 0000193052

Date Prepared: 02/10/2010

This Line Extension Agreement ("**Agreement**") is made and entered between **Nevada Power Company**, a Nevada Corporation, d/b/a NV Energy (hereinafter called "**Utility**") and **CITY OF LAS VEGAS**, a(n) municipal corporation of the State of Nevada, (hereinafter called "**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

BASIS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("**Commission**").
- B. Applicant has requested that Utility relocate or alter existing Utility facilities on and/or Applicant has requested "Service" or a "Line Extension," as defined in Rule 1, for the provision of service by Utility to the premises owned or controlled by Applicant commonly known as IRON MT. /BRENT LANE/BUFFALO and further described as being within APN 12504301005 (the "**Property**").
- C. Utility will in accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules, and this Agreement, relocate or alter Utility facilities, as requested by Applicant.
- D. This Agreement involves a project of typical risk with service for new capacity.
- E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve such a conflict through a recordable use agreement signed by Applicant and Utility and duly notarized.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

WITNESSETH

- A. Line Extension. In order to provide service to Applicant, Utility must extend its lines as shown on the service design identified as NORTH ENVIR.ENHNCMNT.AREA FLOD which is attached to this Agreement as **Exhibit "A"** and made a part of it. Applicant approves this design.
- B. Estimated Costs. As summarized on **Exhibit "B"** attached to this Agreement, Utility estimates the Costs of the Line Extension Project to be **\$16,441.00**.
- C. Estimated Advance. The estimated Advance is **\$27,327.00**, consisting of:
 - (1) CIAC. A CIAC in the amount of **\$0.00**. This amount includes a non-taxable, non-refundable cost of **\$0.00** and a taxable, non-refundable cost of **\$0.00**. The Excess Allowance, if any, has been applied. The CIAC is subject to Cost True-up.
 - (2) Advance Subject to Refund. An Advance Subject to Refund in the amount of **\$13,876.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 ("**Proportionate Share Attachments**") in the amount of **\$0.00**.
 - (3) Tax Effect. Tax Effect as follows:
 - (A) A Tax Effect relating to the Advance Subject to Refund in the amount of **\$4,857.00**.
 - (B) A Tax Effect relating to the CIAC in the amount of **\$0.00**.



LINE EXTENSION AGREEMENT

Contract No: GLEA0000193052A

Project No: 0000193052

Date Prepared: 02/10/2010

- (C) A Tax Effect relating to Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12 (such as trenching and substructures performed by Applicant and/or its contractors/subcontractors) in the amount of **\$8,594.00**. This Tax Effect is not subject to refund.
- D. Estimated Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is **\$2,565.00** ("**Estimated Allowance**"). Of this amount, **\$2,565.00** is being provided to Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date ("**Initial Allowance**"). If the Estimated Allowance is more than Applicant's Cost Responsibility, the Allowance may offset any applicable CIAC pursuant to Rule 9, Sections A.6 and B.3 ("**Excess Allowance**"). The Excess Allowance is **\$0.00**.
- E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility **\$27,327.00** ("**Initial Payment**").
- F. Other Contracts/Projects.
- (1) Proportionate Share Contracts. Because Applicant is attaching to existing line extensions, Applicant is a proportionate participant per Rule 9, Section A.16 with respect to the following contracts:
- | Contract No. | Dated | Expiration | Title |
|--------------|-------|------------|-------|
|--------------|-------|------------|-------|
- (2) Projects Agreement Is Contingent on. This Agreement is contingent on projects and/or completion of projects as listed:
- | Project No. | Initiated | Title |
|-------------|-----------|-------|
|-------------|-----------|-------|
- (3) Master Planned Community Contracts. If this Development is within a master planned community, this Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title
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AGREEMENT

1. Definitions

In addition to other terms defined elsewhere in this Agreement, when the following terms appear in the Agreement, they have the following meanings.

- 1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of Utility Standards are, to the best of Utility's knowledge, compliant with the applicable Utility Standards.
- 1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of Utility facilities under this Agreement and as may be further described in **Exhibit "A"**. Adjustments include without limitation Betterments.
- 1.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect(s).



LINE EXTENSION AGREEMENT

Contract No: GLEA0000193052A

Project No: 0000193052

Date Prepared: 02/10/2010

- 1.4 Advance Subject to Refund: The portion of the Advance that is eligible to be refunded.
- 1.5 Allowance: The maximum amount that Utility may invest toward Applicant's Line Extension Project per Rule 9, Section B.3, including the Cost of Adjustments but excluding Betterments and Applicant requested upgrades. Applicant is not entitled to an Allowance if Applicant's Development does not have permanent structures.
- 1.6 Allowance True-up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets or Applicant's actual Demand, compares this recalculated Allowance to the Estimated Allowance, and adjusts the Allowance accordingly.
- 1.7 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:
 - (A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or
 - (B) The shortest practical route deemed suitable by Utility.
- 1.8 Contributions in Aid of Construction ("CIAC"): The portion of the Advance that is not eligible to be offset by an Allowance, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.
- 1.9 Cost or Costs: Direct and related indirect costs associated with this Agreement. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC]; appraisals; compensation for property rights; expenses associated with acquiring an easement(s) for Utility facilities whether through negotiation or a condemnation lawsuit(s); Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.
- 1.10 Cost True-up: The accounting process in which Utility compares actual Costs to the estimated Costs.
- 1.11 Demand: The Applicant's highest energy consumption for a given period of time.
- 1.12 Development: Applicant's project on the Property for which Applicant has requested service from Utility which may include new service and/or the relocation or alteration of existing Utility facilities. Utility may assign a project identification number, aka "PID #," to this Development.
- 1.13 Effective Date: The date on which this Agreement is signed by the last of the Parties required to sign it, as set forth below the signatures at the end of this Agreement.
- 1.14 Force Majeure: An event or condition that is beyond the control of the affected Party and occurs without the fault or negligence of the affected Party. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties, and other acts of God.
- 1.15 In-Service Date: The date on which the Line Extension Project has been energized to provide Service to the Development.
- 1.16 Laws: All federal, state, and local codes, ordinances, rules, statutes, enactments, orders, standards, and regulations, including those of any governmental agency, and all



LINE EXTENSION AGREEMENT

Contract No: GLEA0000193052A

Project No: 0000193052

Date Prepared: 02/10/2010

interpretations and replacements of, and changes and supplements to, any of the foregoing. Any specific reference to a Law in this Agreement refers to the Law as amended or supplemented.

- 1.17 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide service to the Development, as shown in **Exhibit "A"**.
- 1.18 Project Coordinator: The individual with authority to act as an agent of Utility or Applicant for purposes of the Agreement, as identified in Section 14.2 below.
- 1.19 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, pursuant to Rule 9, Section A.16.
- 1.20 Refund of Advance: The refund Applicant will receive if the Allowance True-up is more than the Cost True-up. However, the refund provided to Applicant, if any, must not exceed the Advance Subject to Refund.
- 1.21 Rule 1: NPC's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- 1.22 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date.
- 1.23 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.
- 1.24 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date this Agreement was prepared, which is 02/10/2010.
- 1.25 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

2. Description and Design of the Line Extension Project

- 2.1 Design for Line Extension Project; Amendment. Utility's conceptual engineering design for the Line Extension Project is provided in **Exhibit "A."** Applicant approves the design and acknowledges that Applicant is bound by all notes on the design. **Exhibit "A"** may be amended from time to time by Utility to reflect changes as required.
- 2.2 Condition Precedent to Provide Service. Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date.
- 2.4 Providing Service to Applicant. Utility will provide electric service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules.



LINE EXTENSION AGREEMENT

Contract No: GLEA0000193052A

Project No: 0000193052

Date Prepared: 02/10/2010

3. Project Cost, Cash Advance, Allowance and Refunds

- 3.1 Estimated Costs on Exhibit "B". The estimated Costs of the Line Extension Project are delineated on **Exhibit "B"**.
- 3.2 Limitation on Refund of Advance. Applicant may not necessarily receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to the Applicant's Line Extension Project, the refund may range from \$0 to the maximum allowable.
- 3.3 Offset of Advance Subject to Refund. The Advance Subject to Refund may be offset by any Allowance, Proportionate Share Refunds, or other credits.
- 3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable. However, CIACs are subject to Cost True-up.
- 3.5 Performance of Allowance and Cost True-ups. At Utility's discretion, Utility may perform an Allowance True-up and/or a Cost True-up within five (5) years of the Effective Date. If Utility does not perform an Allowance True-up and/or a Cost True-up, Applicant is only responsible for the Costs identified on Exhibit "B" and as otherwise invoiced by Utility.
- 3.6 Refunds and Invoices Associated with Accounting Adjustments; Proportionate Share Refunds. If Utility performs the accounting adjustments in Section 3.5 above, Utility will apply amounts paid by Applicant to Utility under this Agreement and either invoice Applicant or provide a Refund of Advance. Applicant will receive an invoice from Utility if the Cost True-Up is more than the Allowance True-up. Applicant might receive additional refunds because of Proportionate Share Refunds. The total of all refunds must not exceed the Advance Subject to Refund.
- 3.7 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4. Applicant's Obligations

- 4.1 Responsibility for Costs. Applicant is responsible for all Costs associated with this Agreement, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**"). If one or more of the projects identified in Witnesseth Section F(2) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide service to the Development or increases the Cost to serve the Development, the design for the Development might change and Applicant will be responsible for all Costs associated with that design change and increased Cost to serve the Development. Utility is not obligated to perform under this Agreement until after Applicant approves a modified design and pays Utility the additional Costs.
- 4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in **Exhibit "B"** and those identified subsequently as part of the Section 3.5 accounting adjustment process.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on **Exhibit "A"**, perform work associated with these improvements, and comply with and perform in accordance with all Laws, Utility Standards, the Tariff Schedules, the National Electric Code, and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work



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and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

- 4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including easements, rights-of-way, and any other use or occupancy rights.
- (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).
- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

- 4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 30 days of receipt. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide service to Applicant, until after Utility receives payment in full. Any delay in payment may result in a delay in the In-Service Date.

- 4.6 Interest. Any amount unpaid and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

- 4.7 Information Provided by and Needed from Applicant. Applicant understands that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant understands that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant



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also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant assumes all responsibilities and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
- (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- (C) Resulting from or arising out of surface or subsurface field conditions; or
- (D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities installed by the Applicant:

- (A) Applicant must allow Utility to inspect the construction or installation of such facilities for Acceptance.
- (B) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.9 Reduction of Service or Termination Charges. If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A,"** then within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party property rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Property Rights

5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all property rights, such as easements, subordination agreements, conveyances, deeds, permits and rights-of-way, that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the property rights.

5.2 Condition Precedent to Commence Construction. Utility is not obligated to commence construction of any facilities until the required property rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).



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5.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by the Applicant and Utility under this Agreement will become property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

5.4 Survival. This Section 5 will survive termination of this Agreement.

6. Guarantees

6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material they furnish under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 Utility's Option to Remedy Defect. Utility may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. Should Utility choose to remedy such defect, Applicant will pay Utility all Costs incurred.

6.3 Modification or Relocation of Electric Facilities. Where Applicant has requested that Utility install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all property rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The property rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.



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8. Confidentiality

- 8.1 Exchanging Information. Utility may provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.
- 8.2 Labeling Information Confidential. If Utility wants this information to be treated as "Confidential Information", Utility must clearly label the written information as "Confidential Information" and, with respect to oral information, Utility must prior to or within twenty-four (24) after the particular oral communication is made identify in writing that the oral communications are confidential.
- 8.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:
- (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- 8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all information identified as "Confidential Information" that Applicant received, together with all copies and extracts.
- 8.5 Sharing Confidential Information. Applicant may disclose confidential information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section
- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure of information identified as "Confidential Information". Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.



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9. Force Majeure

- 9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.
- 9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice.
- 9.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 14.3 of the Agreement.

10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Precedence

- 11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 3 of this Agreement will be the versions of those rules that are in effect as of the Effective Date. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.
- 11.2 Integration. The Agreement, together with all other documents and agreements executed in connection with providing service to Applicant's project(s), represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement. However, should a conflict arise between this Agreement and the "Applicant Mylar/Improvement Plans Certification & Acknowledgement" for the Development (if any) or between this Agreement and the "Property Owner Final Map Acknowledgement" for the Development (if any), this Agreement will supersede the portion of the acknowledgement that conflicts even if the acknowledgement is signed after the Effective Date.



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12. Miscellaneous Provisions

- 12.1 Additional Insured. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement procure and maintain workers' compensation insurance, commercial general liability insurance, and automobile insurance and name Utility as an additional insured on the general liability and automobile liability insurance policies.
- 12.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.
- 12.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits.
- 12.4 Choice of Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.
- 12.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.
- 12.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.
- 12.7 Interpretation. Each Party to this Agreement acknowledges that it has been represented by counsel in connection with negotiating and entering this Agreement, that each has carefully reviewed and discussed its provisions with counsel and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 12.8 Amendments. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.
- 12.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 12.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.



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Project No: 0000193052

Date Prepared: 02/10/2010

- 12.11 Headings. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.
- 12.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.
- 12.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13. Term and Termination

- 13.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9, Section B.4.
- 13.2 Obligations Surviving Default, Expiration, or Termination. Any default, expiration, or termination of this Agreement does not release Applicant from any liability or obligation to Utility for:
- (A) Applicant's obligations under Section 4.3 above;
 - (B) Applicant's obligations under Section 4.4 above;
 - (C) Applicant's obligations under Section 4.7 above;
 - (D) Payment of reduction of service or termination charges in accordance with Section 4.9 above;
 - (E) Applicant's obligations under Section 5 above;
 - (F) Applicant's obligations under Section 6 above;
 - (G) Any indemnification obligation that arises pursuant to Section 12.1 above; and
 - (H) Payment of all Costs associated with the Agreement, whether incurred before or after default, expiration or termination, and payment of all Costs that result from termination.

14. Notices

- 14.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as provided below.
- 14.2 Contact Information. The contact information for the Parties is:

Utility

Applicant



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Address	6226 W. SAHARA AVE LAS VEGAS NV, 89146	400 N. STEWART AVE LAS VEGAS, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031	400 N. STEWART AVE LAS VEGAS, NV 89101
	MS: 10	
Project Coordinator	GERALD JOHNSON	Rosa Cortez
Telephone	702/402-4334	702-229-2624
Cellular Telephone		
FAX		
Email Address	GJOHNSON@NVENERGY.COM	

- 14.3 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Sections 7.1 and 9.5, above, Applicant must also send a copy of the notice to:

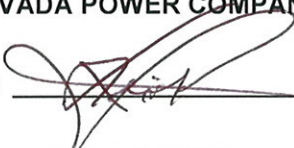
NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
FAX: (702) 402-2069

- 14.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

IN WITNESS WHEREOF, the Parties execute this Agreement.

NEVADA POWER COMPANY d/b/a NV Energy

CITY OF LAS VEGAS

By: 

By: _____

Name: KEITH JACKSON

Name: _____

Title: Suprv Design, New Business LVN

Title: _____

Date: 2-17-10

Date: _____

Approved as to form

 2/19/10
John S. Ridilla Date
Deputy City Attorney



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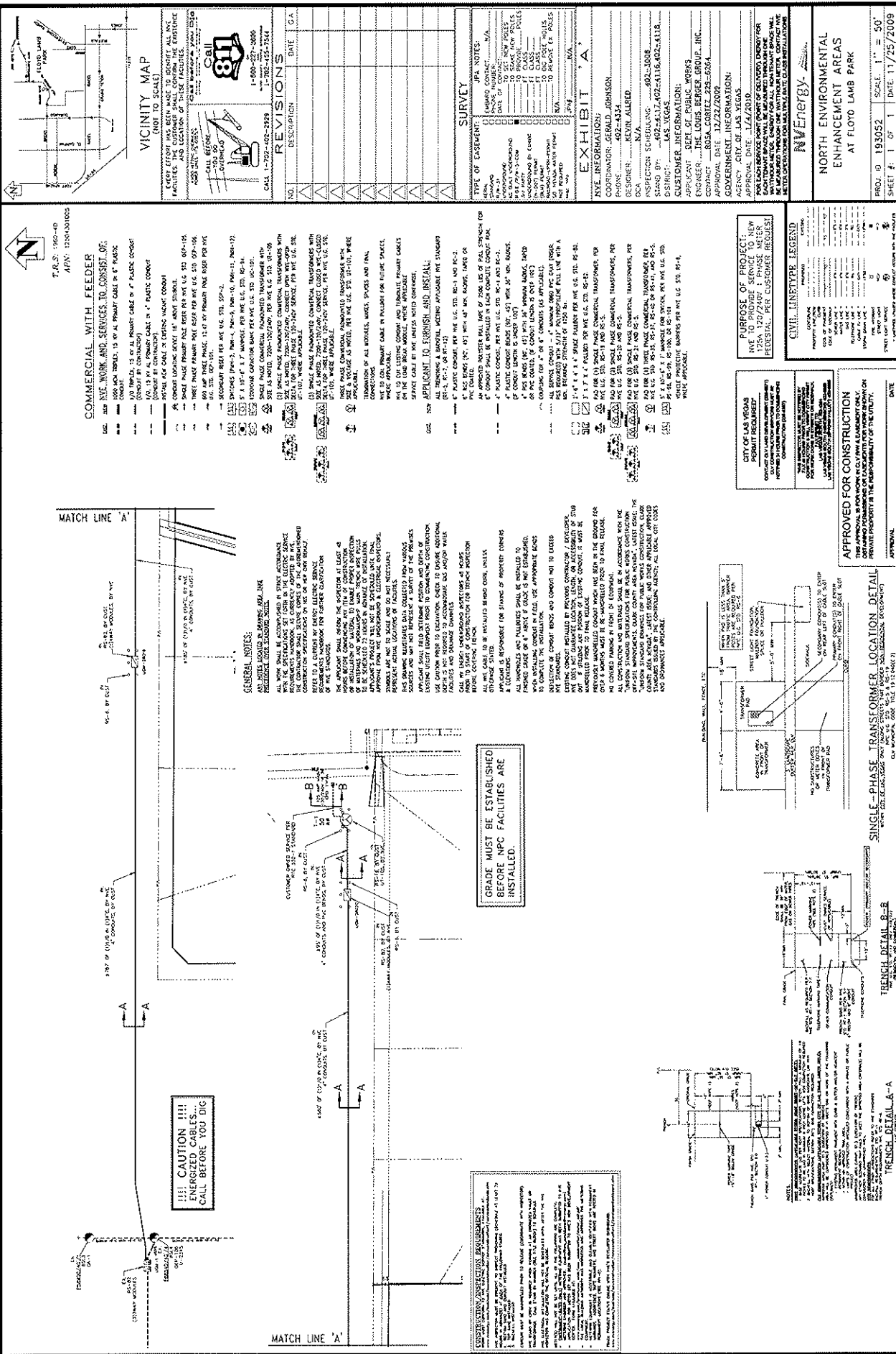
Project No: 0000193052

Date Prepared: 02/10/2010

Exhibit "A"

Design

(Attached)





LINE EXTENSION AGREEMENT

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Exhibit "B"
Cost Worksheet
(Attached)

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000193052 Title: NORTH ENVIR.ENHNCMNT.AREA FLOD Units: 1 KVA: 11
Contract Type: Government LEA Coordinator: GERALD JOHNSON Version Nbr 1

COST ESTIMATE SUMMARY				
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$6,151	\$6,151	\$0	\$0
Material & Overhead	\$10,290	\$10,290	\$0	\$0
DCA	\$0	\$0	\$0	\$0
Trenching	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$0	\$0	\$0
Total	\$16,441	\$16,441	\$0	\$0

ADVANCE CALCULATION			
Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	\$16,441	Applicant Non-Refundable Cost	\$0
Equal Participant	\$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	\$0
Proportionate Share	\$0	Amount Subject to Excess Allowance	\$0
Refund Subject To Allowance	\$16,441	Excess Allowance	\$0
Allowance	\$2,565	Remaining Non-Refundable (Subject to Excess Allowance)	\$0
Adjusted Applicant Cost	\$13,876	Amount Not Subject to Excess Allowance Attachments To Existing (LE/MP)	\$0
Total Subject to Refund	\$13,876	Total Non-Refundable Cost	\$0
		Non-Taxable Installation Costs	\$0
		Removal of Existing Facilities	\$0
		Total Non-Taxable Non-Refundable Cost	\$0
		Total Taxable Non-Refundable Cost	\$0

ADVANCE SUMMARY			
Advance Subject to Refund		Current Tax Rate	<u>35.0000%</u>
Non-Taxable Advance	\$0	Total Non-Taxable	\$13,876
Taxable Advance	\$13,876	Total Taxable (Less Tax)	\$13,451
Tax	\$4,857	Total Tax	
Total Advance Subject to Refund	\$18,733	Total Advance	\$27,327
Non-Refundable Advance		DIA Credit	0
Non-Taxable Advance	\$0	Total Advance Due	\$27,327
Taxable Advance	\$0		
Tax	\$0		
Trench Tax	\$8,594		
Total Non-Refundable Advance	\$8,594		
Total Advance	\$27,327		

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Non Refundable Contribution in Aid of Construction (CIAC) Agreement with Nevada Power Company d/b/a NV Energy for relocation of power facilities for the Symphony Park Feeder line aka Union Park Phase 1 Offsite Conduit System project located at Main Street and 1st Street from Coolidge Avenue to Clark Avenue (\$131,565 - General Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$131,565

Funding Source: General Capital Projects Fund

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas is currently in construction for these utility improvements concerning Symphony Park. The utility improvements associated with this CIAC Agreement will provide for distribution facility installation and design for the Symphony Park Feeder lines, which feed power to a portion of Symphony Park, including the Performing Arts Center.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Non Refundable Contribution in Aid of Construction Agreement



NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract No: CIAC0000184176A

Project No: 0000184176

Date Prepared: 11/23/2009

This Non-Refundable Contribution in Aid of Construction Agreement ("**Agreement**") is made and entered between **Nevada Power Company**, a Nevada Corporation, d/b/a NV Energy (hereinafter called "**Utility**") and **CITY OF LAS VEGAS, a(n) municipal corporation of the State of Nevada**, (hereinafter called "**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

BASIS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("**Commission**").
- B. Applicant has requested that Utility relocate or alter existing Utility facilities on and/or Applicant has requested "Service," or a "Line Extension," both as defined in Rule 1, for the provision of service by Utility to the premises owned or controlled by Applicant commonly known as 361 SYMPHONY PARK AVENUE and further described as APN 13933610026 (the "**Property**").
- C. Utility will in accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules, and this Agreement, relocate or alter Utility facilities, as requested by Applicant.
- D. This Agreement involves a project of typical risk.
- E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve such a conflict through a recordable use agreement signed by Applicant and Utility and duly notarized.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

WITNESSETH

- A. Line Extension. Utility must remove, relocate or extend its lines as shown on the service design identified as UNION PARK PH 1- OFFSITE COND. which is attached to this Agreement as **Exhibit "A"** and made a part it. Applicant approves this design.
- B. Estimated Costs. As summarized on **Exhibit "B"** attached to this Agreement, Utility estimates the Costs of the CIAC Project to be **\$44,507.00**.
- C. Estimated Advance. The estimated Advance is **\$131,565.00**, consisting of:
 - (1) CIAC. A CIAC in the amount of **\$44,507.00**. This amount includes a non-taxable, non-refundable cost of **\$0.00** and a taxable, non-refundable cost of **\$44,507.00**. The Excess Allowance, if any, has been applied. The CIAC is subject to Cost True-up.
 - (2) Advance Subject to Refund. An Advance Subject to Refund in the amount of \$0.
 - (3) Tax Effect. Tax Effect as follows:
 - (a) A Tax Effect relating to the Advance Subject to Refund in the amount of \$0.
 - (b) A Tax Effect relating to the CIAC in the amount of **\$8,234.00**.
 - (c) A Tax Effect relating to Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12 (such as trenching and substructures



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performed by Applicant and/or its contractors/subcontractors) in the amount of **\$78,824.00**. This Tax Effect is not subject to refund.

- D. Estimated and Excess Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is **\$0.00** ("**Estimated Allowance**"). Of this amount, **\$0.00** is being provided to Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date ("**Initial Allowance**"). If the Estimated Allowance is more than Applicant's Cost Responsibility, the Allowance may offset any applicable CIAC pursuant to Rule 9, Sections A.6 and B.3 ("**Excess Allowance**"). The Excess Allowance is **\$0.00**.
- E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility **\$131,565.00** ("**Initial Payment**").
- F. Projects Agreement Is Contingent on. This Agreement is contingent on projects and/or completion of projects as listed:

	Project No.	Initiated	Title
UNION	0000185345	01/11/2007	SYMPHONY PARK PH I- AKA

AGREEMENT

1. Definitions

In addition to other terms defined elsewhere in this Agreement, when the following terms appear in the Agreement, they have the following meanings.

- 1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of Utility Standards are, to the best of Utility's knowledge, compliant with the applicable Utility Standards.
- 1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of Utility facilities under this Agreement and as may be further described in **Exhibit "A"**. Adjustments include without limitation Betterments.
- 1.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect(s).
- 1.4 Advance Subject to Refund: The portion of the Advance that is eligible to be refunded.
- 1.5 Allowance: The maximum amount that Utility may invest toward Applicant's CIAC Project per Rule 9, Section B.3, including the Cost of Adjustments but excluding Betterments and Applicant requested upgrades. Applicant is not entitled to an Allowance if Applicant's Development does not have permanent structures.
- 1.6 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:
- (A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or
 - (B) The shortest practical route deemed suitable by Utility.



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- 1.7 CIAC Project: The Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"**.
- 1.8 Contributions in Aid of Construction ("CIAC"): The portion of the Advance that is not eligible to be offset by an Allowance, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.
- 1.9 Cost or Costs: Direct and related indirect costs associated with this Agreement. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC]; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for property rights; expenses associated with acquiring an easement(s) for Utility facilities whether through negotiation or a condemnation lawsuit(s); Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.
- 1.10 Cost True-up: The accounting process in which Utility compares actual Costs to the estimated Costs.
- 1.11 Development: Applicant's project on the Property for which Applicant has requested service from Utility which may include new service and/or the relocation or alteration of existing Utility facilities. Utility may assign a project identification number, aka "PID #," to this Development.
- 1.12 Effective Date: The date on which this Agreement is signed by the last of the Parties required to sign it, as set forth below the signatures at the end of this Agreement.
- 1.13 Force Majeure: An event or condition that is beyond the control of the affected Party and occurs without the fault or negligence of the affected Party. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties, and other acts of God.
- 1.14 In-Service Date: The date on which the CIAC Project has been energized.
- 1.15 Laws: All federal, state, and local codes, ordinances, rules, statutes, enactments, orders, standards, and regulations, including those of any governmental agency, and all interpretations and replacements of, and changes and supplements to, any of the foregoing. Any specific reference to a Law in this Agreement refers to the Law as amended or supplemented.
- 1.16 Project Coordinator: The individual with authority to act as an agent of Utility or Applicant for purposes of the Agreement, as identified in Section 14.2 below.
- 1.17 Rule 1: NPC's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- 1.18 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date.
- 1.19 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.



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- 1.20 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 11/23/2009.
- 1.21 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

2. Description and Design of the CIAC Project

- 2.1 Design for CIAC Project; Amendment. Utility's conceptual engineering design for the CIAC Project is provided in **Exhibit "A."** Applicant approves the design and acknowledges that Applicant is bound by all notes on the design. **Exhibit "A"** may be amended from time to time by Utility to reflect changes as required.
- 2.2 Condition Precedent to Provide Service. Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date.
- 2.4 Sources of Power. The sources of power to the Development are subject to change, at Utility's discretion.
- 2.5 Providing Service to Applicant. Utility will provide electric service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules.

3. Project Cost, Cash Advance, Allowance and Refunds

- 3.1 Estimated Costs on Exhibit "B". The estimated Costs of the CIAC Project are delineated on **Exhibit "B"**.
- 3.2 Limitation on Refund of Advance. Applicant may not necessarily receive a 100% refund of the Advance. Depending upon the risk, project length, and other factors pertaining to the Applicant's CIAC Project, the refund may range from \$0 to the maximum allowable.
- 3.3 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable. However, CIACs are subject to Cost True-up.
- 3.4 Performance of Cost True-up. Utility will perform a Cost True-up within 60 days after Utility has received and recorded all Costs.
- 3.5 Refunds and Invoices Associated with Accounting Adjustments. Based on the accounting adjustments in Section 3.4 above, Utility will apply amounts paid by Applicant to Utility under this Agreement and will either invoice Applicant or provide a refund. The total of all refunds must not exceed the Advance Subject to Refund.
- 3.6 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.



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4. Applicant's Obligations

- 4.1 Responsibility for Costs. Applicant is responsible for all Costs associated with this Agreement, except for those Utility is specifically responsible for under Rule 9 ("Applicant's Cost Responsibility"). If one or more of the projects identified in Witnesseth Section F(2) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide service to the Development or increases the Cost to serve the Development, the design for the Development might change and Applicant will be responsible for all Costs associated with that design change and increased Cost to serve the Development. Utility is not obligated to perform under this Agreement until after Applicant approves a modified design and pays Utility the additional Costs.
- 4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in **Exhibit "B"** and those identified subsequently as part of the Section 3.4 accounting adjustment process.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on **Exhibit "A"**, perform work associated with these improvements, and comply with and perform in accordance with all Laws, Utility Standards, the Tariff Schedules, the National Electric Code, and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.
- 4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:
- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including easements, rights-of-way, and any other use or occupancy rights.
- (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).



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- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices, Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 30 days of receipt. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide service to Applicant, until after Utility receives payment in full. Any delay in payment may result in a delay in the In-Service Date.

4.6 Interest. Any amount unpaid and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant understands that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant understands that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant assumes all responsibilities, liabilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
- (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- (C) Resulting from or arising out of surface or subsurface field conditions; or
- (D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities installed by the Applicant:

- (A) Applicant must allow Utility to inspect the construction or installation of such facilities for Acceptance.
- (B) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.9 Reduction of Service or Termination Charges. If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25.



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- 4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party property rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Property Rights

- 5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all property rights, such as easements, subordination agreements, conveyances, deeds, permits and rights-of-way, that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the property rights.
- 5.2 Condition Precedent to Commence Construction. Utility is not obligated to commence construction of any facilities until the required property rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).
- 5.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by the Applicant and Utility under this Agreement will become property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that spare conduit be installed in connection with this Agreement and pays the Costs associated with that conduit, Utility is not required to reserve that conduit for Applicant and may use it for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.
- 5.4 Survival. This Section 5 will survive termination of this Agreement.

6. Guarantees

- 6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material they furnish under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.
- 6.2 Utility's Option to Remedy Defect. Utility may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. Should Utility choose to remedy such defect, Applicant will pay Utility all Costs incurred.
- 6.3 Modification or Relocation of Electric Facilities. Where Applicant has requested that Utility install electric facilities prior to the establishment of final grade or the alignment of



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roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all property rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The property rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

- 6.4 Sole Source Guarantee. Applicant guarantees that Utility will be the sole source of electric service to the Development.

7. Default

- 7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.
- 7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

- 8.1 Exchanging Information. Utility may provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.
- 8.2 Labeling Information Confidential. If Utility wants this information to be treated as "Confidential Information", Utility must clearly label the written information as "Confidential Information" and, with respect to oral information, Utility must prior to or within twenty-four (24) after the particular oral communication is made identify in writing that the oral communications are confidential.
- 8.3 Protection of Confidential Information. Applicant must keep all information designated as "Confidential Information" in a secure location.
- 8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all information identified as "Confidential Information" that Applicant received, together with all copies and extracts.
- 8.5 Sharing Confidential Information. Applicant may disclose confidential information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"); provided, that the Third Party signs an agreement in a form acceptable to Utility in which the Third Party agrees to be bound by the terms of this Confidentiality Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this Confidentiality Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.
- 8.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any information identified as "Confidential Information",



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Applicant must provide prompt written notice of any such requirement to Utility and seek a protective order preventing or limiting disclosure.

- 8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure of information identified as "Confidential Information". Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

- 9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.
- 9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice.
- 9.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 14.3 of the Agreement.

10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Precedence

- 11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 3 of this Agreement will be the versions of those rules that are in effect as of the Effective Date. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.



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- 11.2 Integration. The Agreement, together with all other documents and agreements executed in connection with providing service to Applicant's project(s), represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement. However, should a conflict arise between this Agreement and the "Applicant Mylar/Improvement Plans Certification & Acknowledgement" for the Development (if any) or between this Agreement and the "Property Owner Final Map Acknowledgement" for the Development (if any), this Agreement will supersede the portion of the acknowledgement that conflicts even if the acknowledgement is signed after the Effective Date.

12. Miscellaneous Provisions

- 12.1 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, that arise from and/or are based upon (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement, (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement, and (C) bodily injury to or death of any person (including employees of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this Section.
- 12.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.
- 12.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits.
- 12.4 Choice of Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.
- 12.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.
- 12.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the



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Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

- 12.7 Interpretation. Each Party to this Agreement acknowledges that it has been represented by counsel in connection with negotiating and entering this Agreement, that each has carefully reviewed and discussed its provisions with counsel and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 12.8 Amendments. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.
- 12.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 12.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.
- 12.11 Headings. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.
- 12.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.
- 12.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13. Term and Termination

- 13.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9, Section B.4.
- 13.2 Obligations Surviving Default, Expiration, or Termination. Any default, expiration, or termination of this Agreement does not release Applicant from any liability or obligation to Utility for:
- (A) Applicant's obligations under Section 4.3 above;
 - (B) Applicant's obligations under Section 4.4 above;
 - (C) Applicant's obligations under Section 4.7 above;



NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract No: CIAC0000184176A

Project No: 0000184176

Date Prepared: 11/23/2009

- (D) Payment of reduction of service or termination charges in accordance with Section 4.9 above;
- (E) Applicant's obligations under Section 5 above;
- (F) Applicant's obligations under Section 6 above;
- (G) Any indemnification obligation that arises pursuant to Section 12.1 above; and
- (H) Payment of all Costs associated with the Agreement, whether incurred before or after default, expiration or termination, and payment of all Costs that result from termination.

14. Notices

14.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as provided below.

14.2 Contact Information. The contact information for the Parties is:

	Utility	Applicant
Address	6626 W. SAHARA AVE. LAS VEGAS, NV 89146	400 N. STEWART AVE LAS VEGAS, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E. LONE MOUNTAIN RD LAS VEGAS, NV 89031 MS: 94B	
Project Coordinator	PATRICIA BROWN	JEREMY LEAVITT
Telephone	702/402-4335	
Cellular Telephone		
FAX		
Email Address	brownpn@nvenergy.com	

14.3 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Sections 7.1 and 9.5, above, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
FAX: (702) 402-2069



**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract No: CIAC0000184176A
Project No: 0000184176
Date Prepared: 11/23/2009

- 14.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

IN WITNESS WHEREOF, the Parties execute this Agreement.

NEVADA POWER COMPANY d/b/a NV Energy

CITY OF LAS VEGAS

By:

By:

Name: **IVORY BLUE**

Name:

Title: **Suprv, Design LVN**

Title:

Date:

Date:

Approved as to form

John S. Ridilla 3/2/10
John S. Ridilla Date
Deputy City Attorney

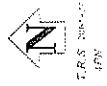


**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract No: CIAC0000184176A
Project No: 0000184176
Date Prepared: 11/23/2009

Exhibit "A"
Design
(Attached)

DATE	TIME	LOCATION	ACTIVITY	REMARKS
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10/10/2023	08:30	STATION 2	ARRIVAL	GOOD
10/10/2023	09:00	STATION 3	ARRIVAL	GOOD
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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
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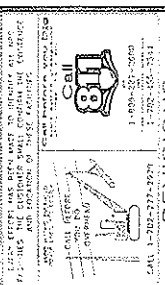
CITY OF LAS VEGAS
PERMIT REQUIRED*
 CONSIDER OUR LATEST BUILDING CONCEPTS
 CITY CONSTRUCTION DEPARTMENT
 200 N. LAS VEGAS BLVD. SUITE 100
 LAS VEGAS, NV 89101
 (702) 595-1234

[illegible]

THE NATIONAL ASSOCIATION OF ATTORNEYS GENERAL
OF THE UNITED STATES OF AMERICA
WASHINGTON, D. C. 20004
ATTENTION: DIRECTOR OF LEGAL COUNSEL
TELEPHONE: (202) 692-6000
FAX: (202) 692-6001
E-MAIL: naag@naag.org
WWW: www.naag.org

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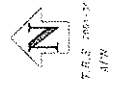
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DECA
MURKUP 378-3733
STRICT BY 402-417-6073 4116-207-4118
ATTN: SAC LOS ANGELES
CUSTOMER INFORMATION
APPROXIMATELY 12/19/2008
COUNCIL KIMLEY HORN
CONTACT DAVE POWERS 229-2374
AND LISA 02/19/2008
FOR FURTHER INFORMATION:
ARMY CITY OF LAS VEGAS
A. JORDAN DATE 02/19/2008

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE
DATE 08-11-2010 BY 60322 UCBAW/SJS

NEVADA POWER COMPANY

UNION PARK PH1 OFF-SITE
CONDUIT SYSTEM
1004 MAIN ST.

PRO. # 24176 SHEET 1" = 50'
SHEET 1 OF 8 DATE 03/17/2007



DETAIL 'B'

DETAIL 'A'

DETAIL 'C'

CIRCUIT LEGEND

- COM1204 UNION PIER
- COM1205 UNION PIER
- COM1206 UNION PIER
- COM1207 UNION PIER
- COM1208 UNION PIER

COMMERCE SUBSTATION

NOT TO SCALE

CITY OF LAS VEGAS
PERMIT REQUIRED

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LAS VEGAS STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LAS VEGAS STANDARD SPECIFICATIONS FOR ELECTRICAL WORK, LATEST EDITION.

CIVIL INTERVIEW LEGEND

NEVADA POWER COMPANY
UNION PARK PH1 OFF-SITE
CONDUIT SYSTEM
100% MAIN ST.

DATE: 07/17/2007
SCALE: 1" = 50'
SHEET: 1 OF 8

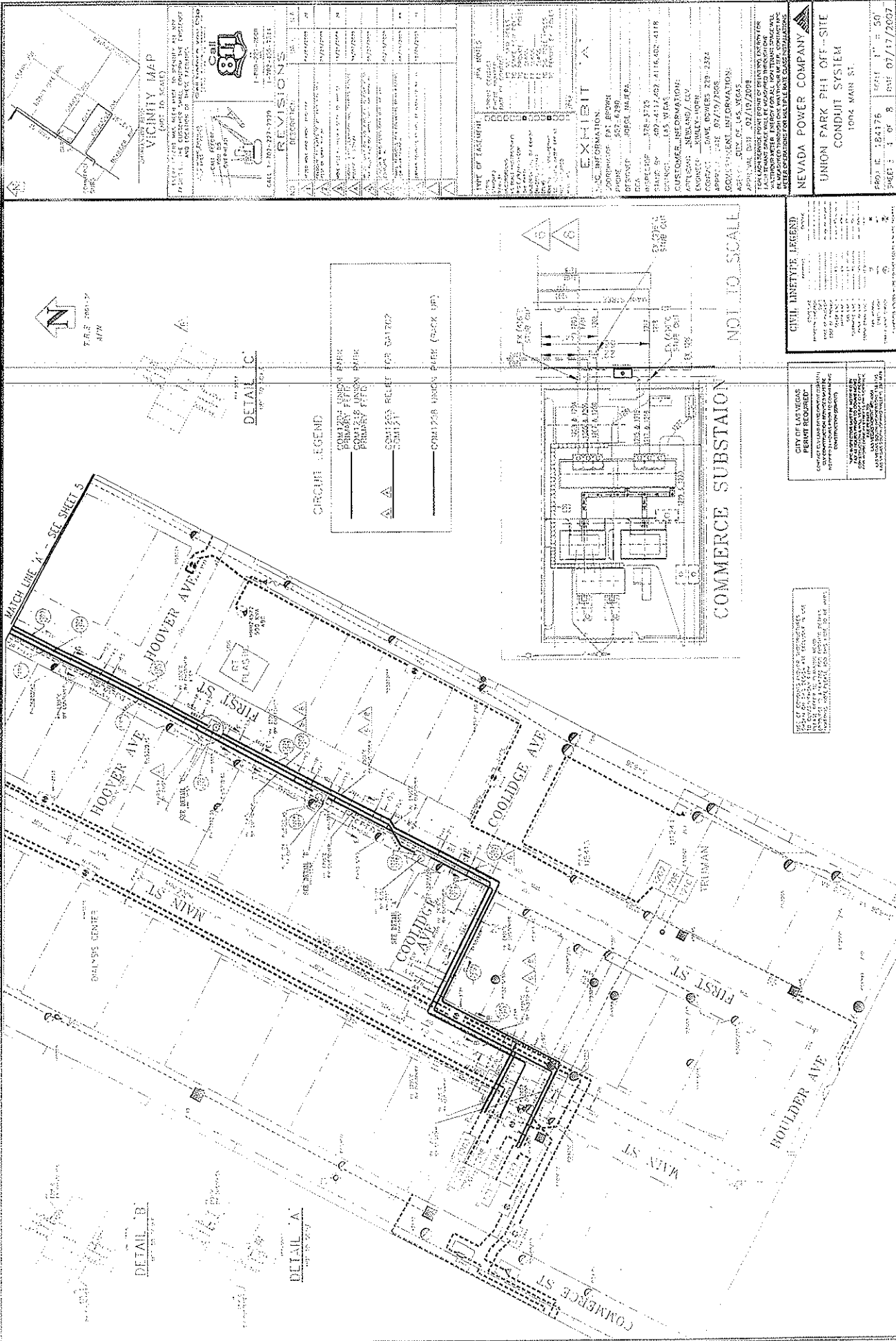
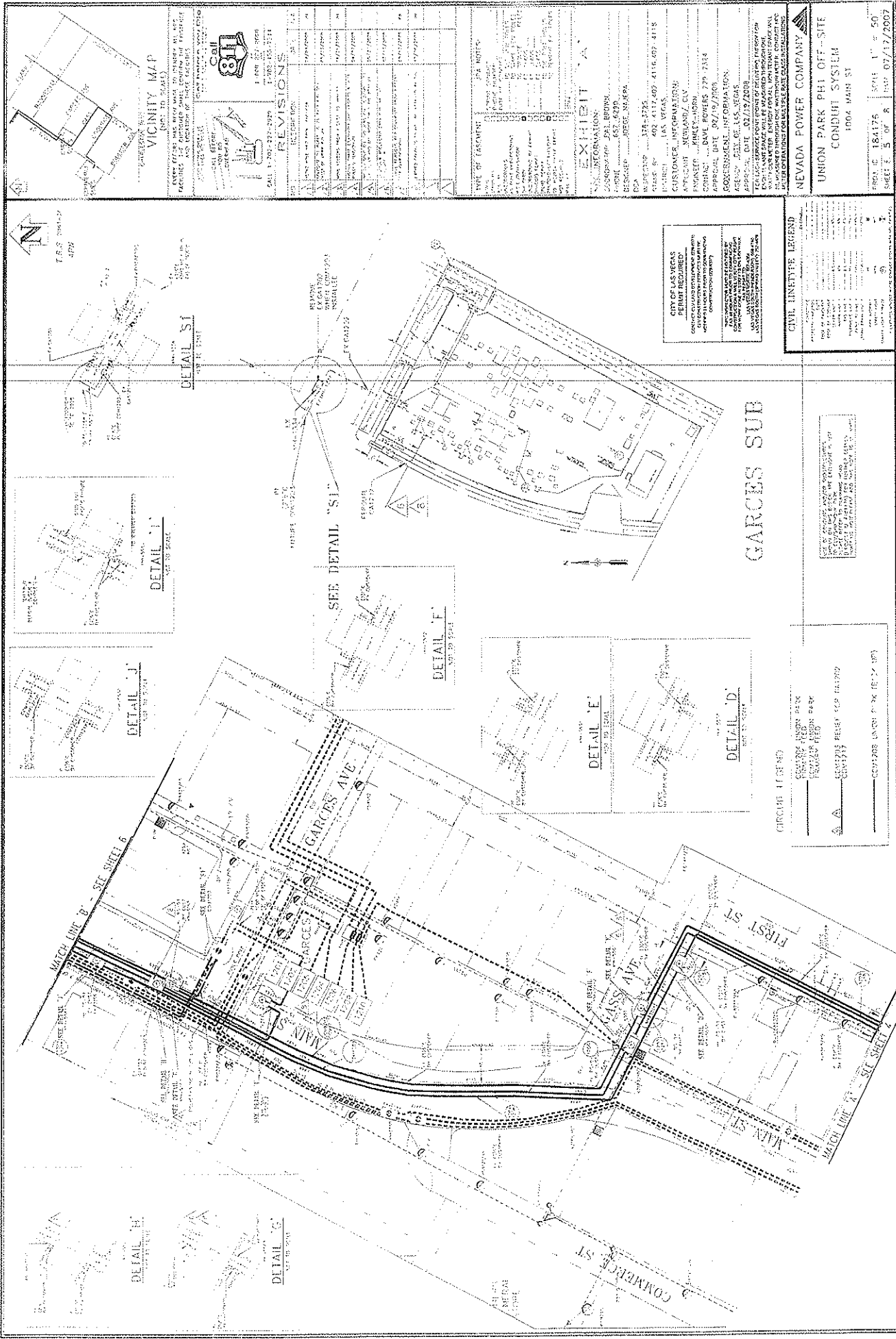


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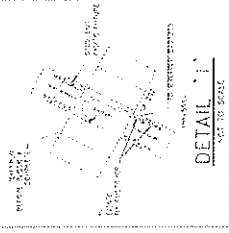
PROJECT INFORMATION

PROJECT: 100% MAIN ST
DATE: 07/17/2007
SCALE: 1" = 50'
SHEET: 1 OF 8

UNION PARK PH1 OFF-SITE
CONDUIT SYSTEM
100% MAIN ST.



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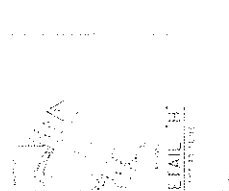
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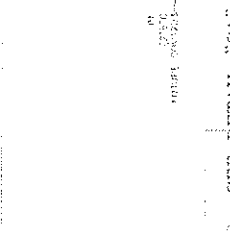
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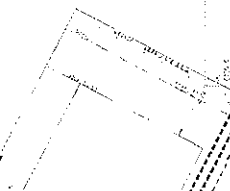
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DETAIL 'M'



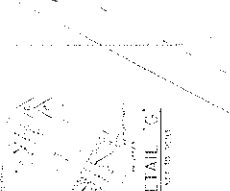
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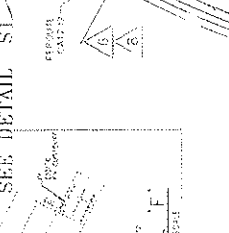
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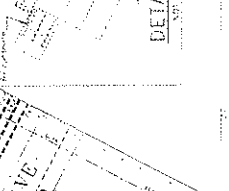
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DETAIL 'Q'



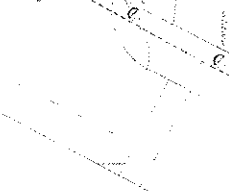
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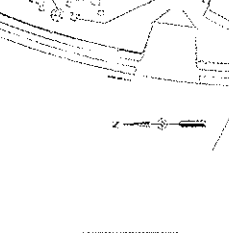
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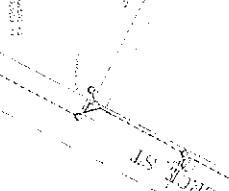
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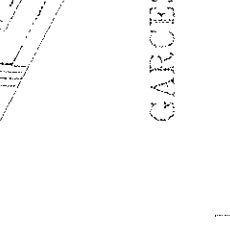
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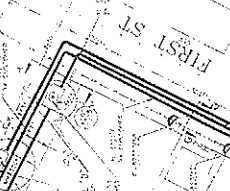
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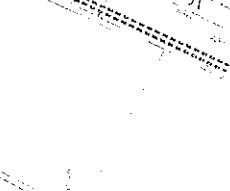
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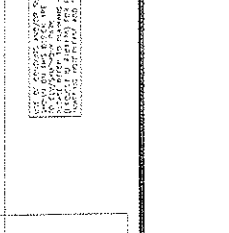
DETAIL 'A'



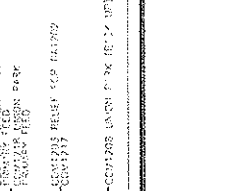
DETAIL 'B'



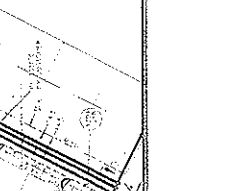
DETAIL 'C'



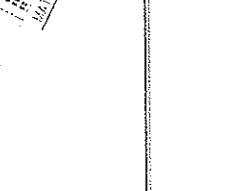
DETAIL 'D'



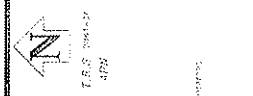
DETAIL 'E'



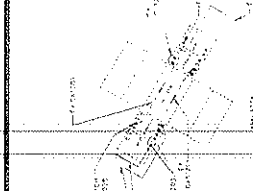
DETAIL 'F'



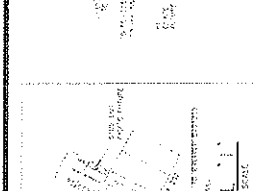
DETAIL 'G'



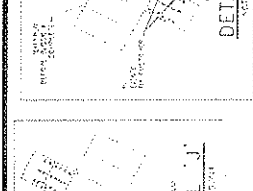
DETAIL 'H'



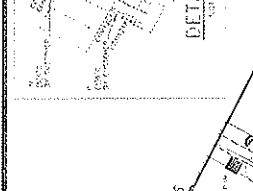
DETAIL 'I'



DETAIL 'J'



DETAIL 'K'



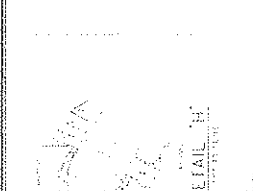
DETAIL 'L'



DETAIL 'M'



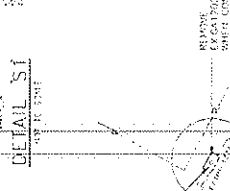
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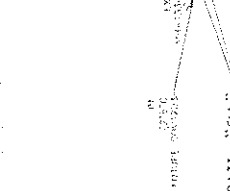
DETAIL 'O'



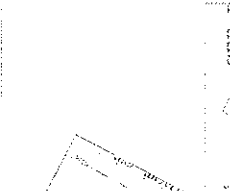
DETAIL 'P'



DETAIL 'Q'



DETAIL 'R'



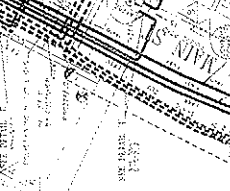
DETAIL 'S'



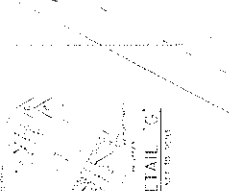
DETAIL 'T'



DETAIL 'U'



DETAIL 'V'



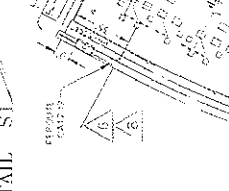
DETAIL 'W'



DETAIL 'X'



DETAIL 'Y'



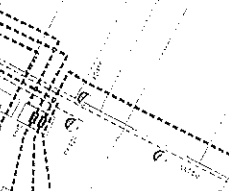
DETAIL 'Z'



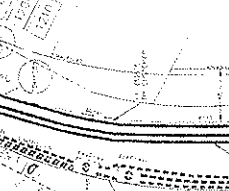
DETAIL 'A'



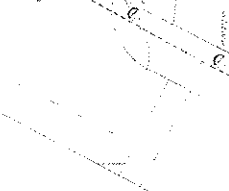
DETAIL 'B'



DETAIL 'C'



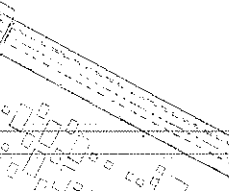
DETAIL 'D'



DETAIL 'E'



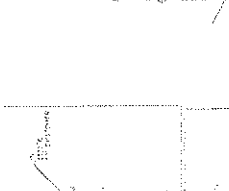
DETAIL 'F'



DETAIL 'G'



DETAIL 'H'



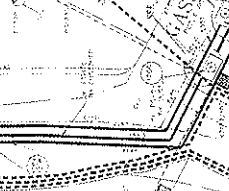
DETAIL 'I'



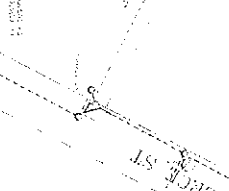
DETAIL 'J'



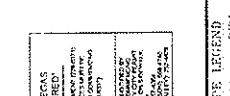
DETAIL 'K'



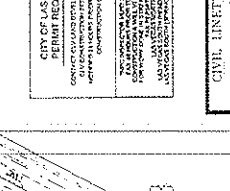
DETAIL 'L'



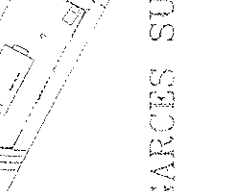
DETAIL 'M'



DETAIL 'N'



DETAIL 'O'



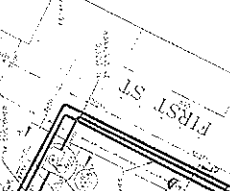
DETAIL 'P'



DETAIL 'Q'



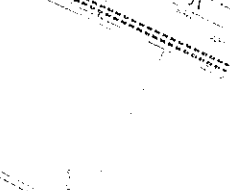
DETAIL 'R'



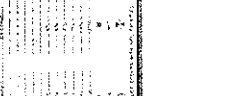
DETAIL 'S'



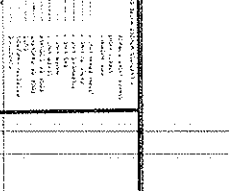
DETAIL 'T'



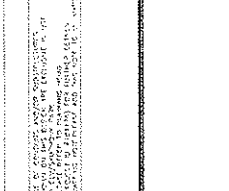
DETAIL 'U'



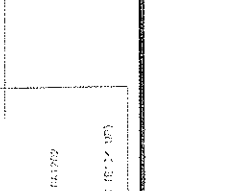
DETAIL 'V'



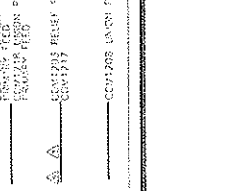
DETAIL 'W'



DETAIL 'X'



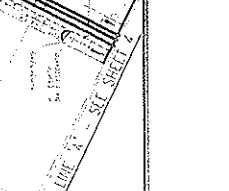
DETAIL 'Y'



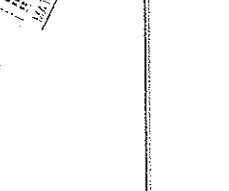
DETAIL 'Z'



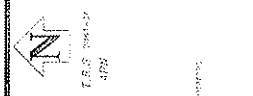
DETAIL 'A'



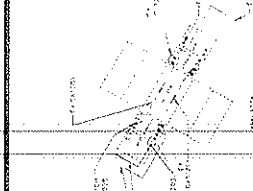
DETAIL 'B'



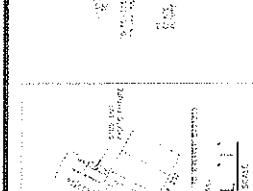
DETAIL 'C'



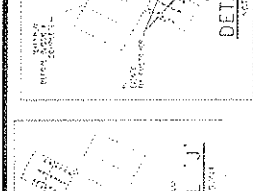
DETAIL 'D'



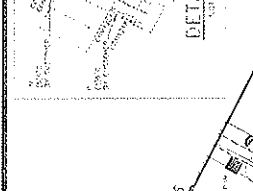
DETAIL 'E'



DETAIL 'F'



DETAIL 'G'



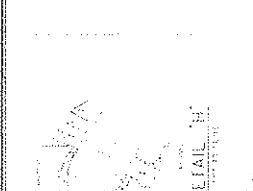
DETAIL 'H'



DETAIL 'I'



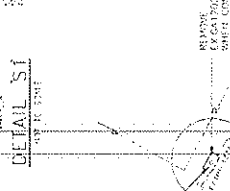
DETAIL 'J'



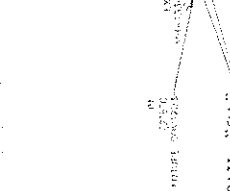
DETAIL 'K'



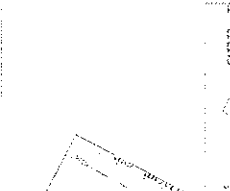
DETAIL 'L'



DETAIL 'M'



DETAIL 'N'



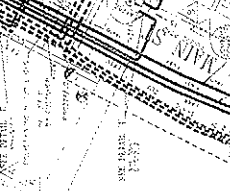
DETAIL 'O'



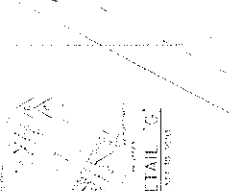
DETAIL 'P'



DETAIL 'Q'



DETAIL 'R'



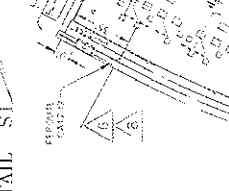
DETAIL 'S'



DETAIL 'T'



DETAIL 'U'



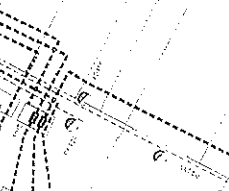
DETAIL 'V'



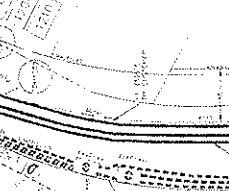
DETAIL 'W'



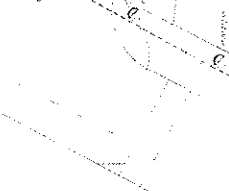
DETAIL 'X'



DETAIL 'Y'



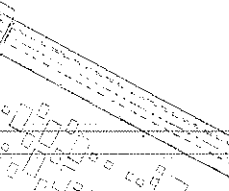
DETAIL 'Z'



DETAIL 'A'



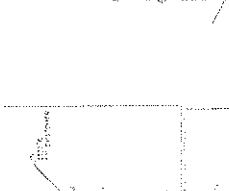
DETAIL 'B'



DETAIL 'C'



DETAIL 'D'



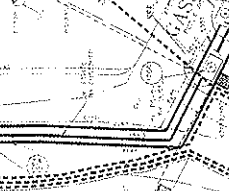
DETAIL 'E'



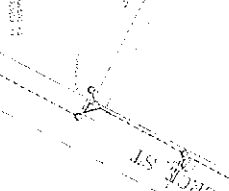
DETAIL 'F'



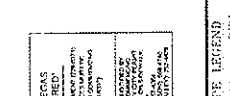
DETAIL 'G'



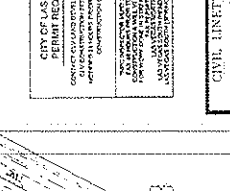
DETAIL 'H'



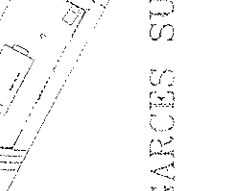
DETAIL 'I'



DETAIL 'J'



DETAIL 'K'



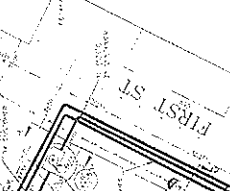
DETAIL 'L'



DETAIL 'M'



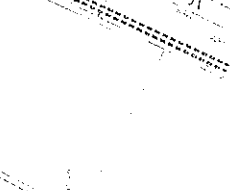
DETAIL 'N'



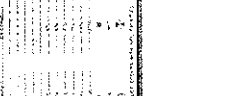
DETAIL 'O'



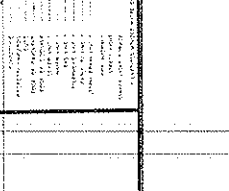
DETAIL 'P'



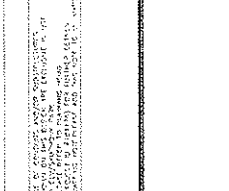
DETAIL 'Q'



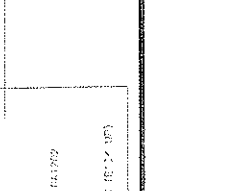
DETAIL 'R'



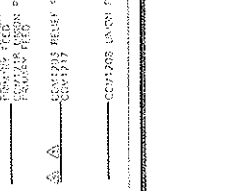
DETAIL 'S'



DETAIL 'T'



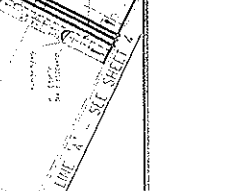
DETAIL 'U'



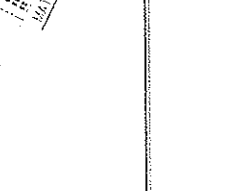
DETAIL 'V'



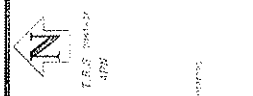
DETAIL 'W'



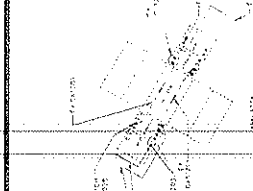
DETAIL 'X'



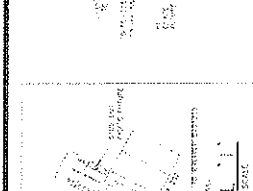
DETAIL 'Y'



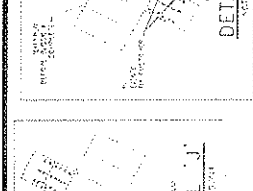
DETAIL 'Z'



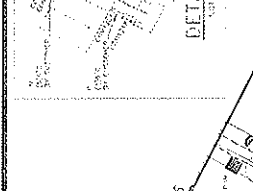
DETAIL 'A'



DETAIL 'B'



DETAIL 'C'



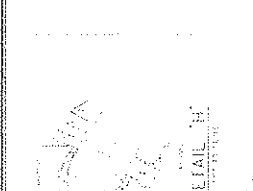
DETAIL 'D'



DETAIL 'E'



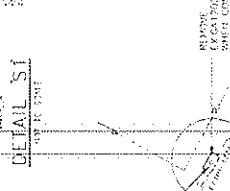
DETAIL 'F'



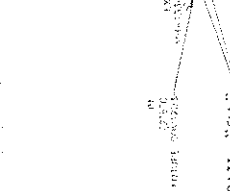
DETAIL 'G'



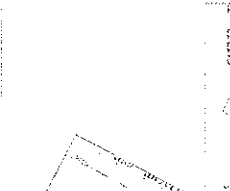
DETAIL 'H'



DETAIL 'I'



DETAIL 'J'



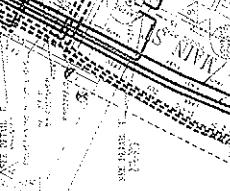
DETAIL 'K'



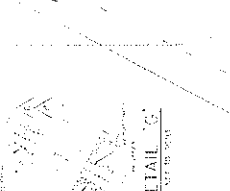
DETAIL 'L'



DETAIL 'M'



DETAIL 'N'



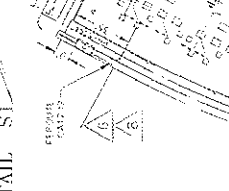
DETAIL 'O'



DETAIL 'P'



DETAIL 'Q'



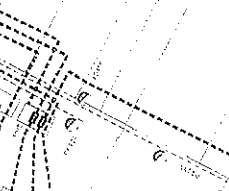
DETAIL 'R'



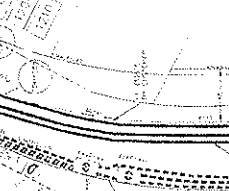
DETAIL 'S'



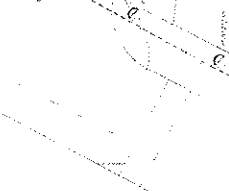
DETAIL 'T'



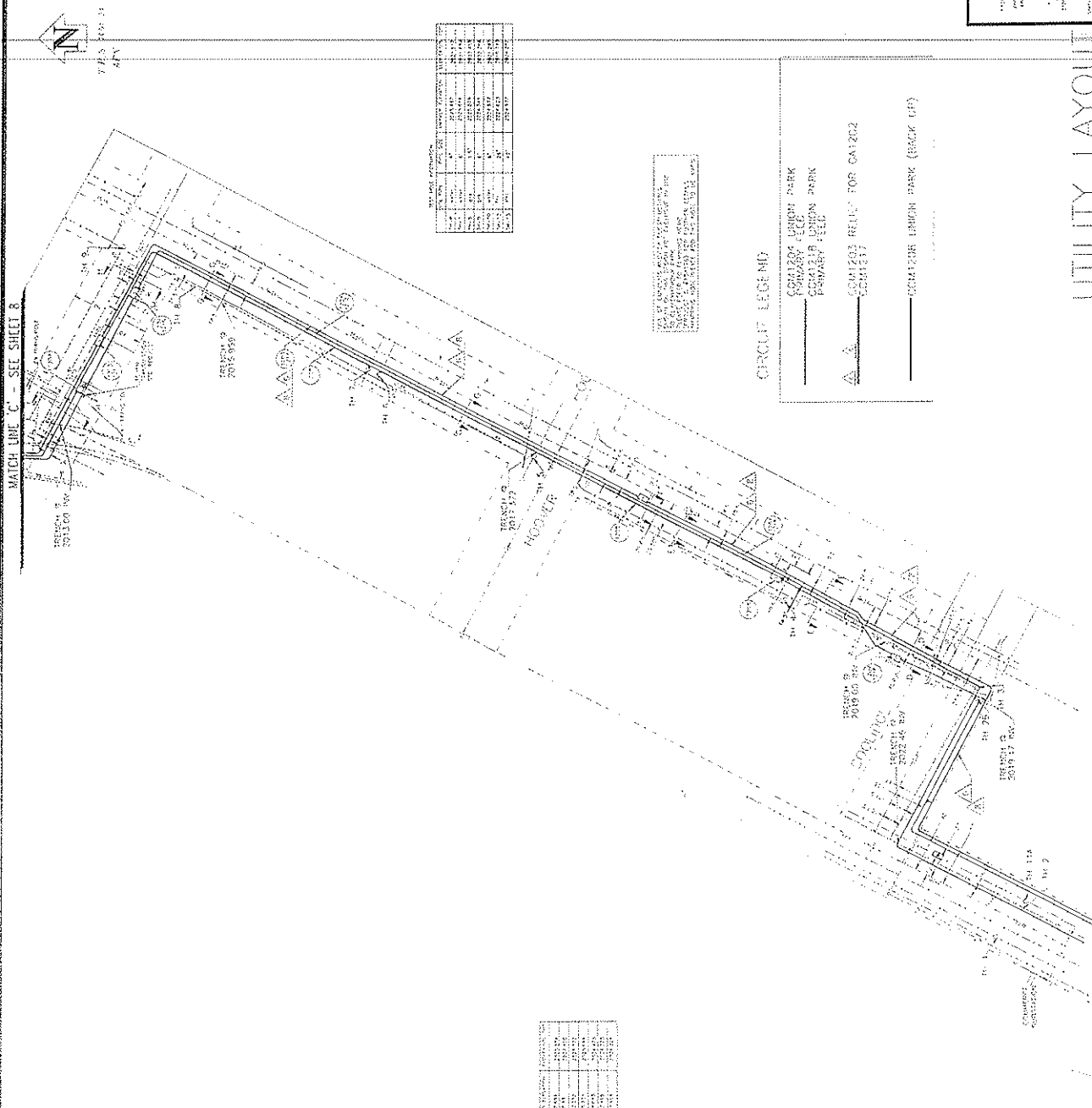
DETAIL 'U'



DETAIL 'V'







Site	Age	Height (m)	Weight (kg)	Volume (L)	Time (min)
1	10	1.2	25.5	1.2	1.2
2	10	1.2	25.5	1.2	1.2
3	10	1.2	25.5	1.2	1.2
4	10	1.2	25.5	1.2	1.2
5	10	1.2	25.5	1.2	1.2
6	10	1.2	25.5	1.2	1.2
7	10	1.2	25.5	1.2	1.2
8	10	1.2	25.5	1.2	1.2
9	10	1.2	25.5	1.2	1.2
10	10	1.2	25.5	1.2	1.2
11	10	1.2	25.5	1.2	1.2
12	10	1.2	25.5	1.2	1.2
13	10	1.2	25.5	1.2	1.2
14	10	1.2	25.5	1.2	1.2
15	10	1.2	25.5	1.2	1.2
16	10	1.2	25.5	1.2	1.2
17	10	1.2	25.5	1.2	1.2
18	10	1.2	25.5	1.2	1.2
19	10	1.2	25.5	1.2	1.2
20	10	1.2	25.5	1.2	1.2
21	10	1.2	25.5	1.2	1.2
22	10	1.2	25.5	1.2	1.2
23	10	1.2	25.5	1.2	1.2
24	10	1.2	25.5	1.2	1.2
25	10	1.2	25.5	1.2	1.2
26	10	1.2	25.5	1.2	1.2
27	10	1.2	25.5	1.2	1.2
28	10	1.2	25.5	1.2	1.2
29	10	1.2	25.5	1.2	1.2
30	10	1.2	25.5	1.2	1.2
31	10	1.2	25.5	1.2	1.2
32	10	1.2	25.5	1.2	1.2
33	10	1.2	25.5	1.2	1.2
34	10	1.2	25.5	1.2	1.2
35	10	1.2	25.5	1.2	1.2
36	10	1.2	25.5	1.2	1.2
37	10	1.2	25.5	1.2	1.2
38	10	1.2	25.5	1.2	1.2
39	10	1.2	25.5	1.2	1.2
40	10	1.2	25.5	1.2	1.2
41	10	1.2	25.5	1.2	1.2
42	10	1.2	25.5	1.2	1.2
43	10	1.2	25.5	1.2	1.2
44	10	1.2	25.5	1.2	1.2
45	10	1.2	25.5	1.2	1.2
46	10	1.2	25.5	1.2	1.2
47	10	1.2	25.5	1.2	1.2
48	10	1.2	25.5	1.2	1.2
49	10	1.2	25.5	1.2	1.2
50	10	1.2	25.5	1.2	1.2
51	10	1.2	25.5	1.2	1.2
52	10	1.2	25.5	1.2	1.2
53	10	1.2	25.5	1.2	1.2
54	10	1.2	25.5	1.2	1.2
55	10	1.2	25.5	1.2	1.2
56	10	1.2	25.5	1.2	1.2
57	10	1.2	25.5	1.2	1.2
58	10	1.2	25.5	1.2	1.2
59	10	1.2	25.5	1.2	1.2
60	10	1.2	25.5	1.2	1.2
61	10	1.2	25.5	1.2	1.2
62	10	1.2	25.5	1.2	1.2
63	10	1.2	25.5	1.2	1.2
64	10	1.2	25.5	1.2	1.2
65	10	1.2	25.5	1.2	1.2
66	10	1.2	25.5	1.2	1.2
67	10	1.2	25.5	1.2	1.2
68	10	1.2	25.5	1.2	1.2
69	10	1.2	25.5	1.2	1.2
70	10	1.2	25.5	1.2	1.2
71	10	1.2	25.5	1.2	1.2
72	10	1.2	25.5	1.2	1.2
73	10	1.2	25.5	1.2	1.2
74	10	1.2	25.5	1.2	1.2
75	10	1.2	25.5	1.2	1.2
76	10	1.2	25.5	1.2	1.2
77	10	1.2	25.5	1.2	1.2
78	10	1.2	25.5	1.2	1.2
79	10	1.2	25.5	1.2	1.2
80	10	1.2	25.5	1.2	1.2
81	10	1.2	25.5	1.2	1.2
82	10	1.2	25.5	1.2	1.2
83	10	1.2	25.5	1.2	1.2
84	10	1.2	25.5	1.2	1.2
85	10	1.2	25.5	1.2	1.2
86	10	1.2	25.5	1.2	1.2
87	10	1.2	25.5	1.2	1.2
88	10	1.2	25.5	1.2	1.2
89	10	1.2	25.5	1.2	1.2
90	10	1.2	25.5	1.2	1.2
91	10	1.2	25.5	1.2	1.2
92	10	1.2	25.5	1.2	1.2
93	10	1.2	25.5	1.2	1.2
94	10	1.2	25.5	1.2	1.2
95	10	1.2	25.5	1.2	1.2
96	10	1.2	25.5	1.2	1.2
97	10	1.2	25.5	1.2	1.2
98	10	1.2	25.5	1.2	1.2
99	10	1.2	25.5	1.2	1.2
100	10	1.2	25.5	1.2	1.2

[illegible]

REVISIONS		
REV	BY	DATE
1	WJG	10/10/00
2	WJG	10/10/00
3	WJG	10/10/00
4	WJG	10/10/00
5	WJG	10/10/00
6	WJG	10/10/00
7	WJG	10/10/00
8	WJG	10/10/00
9	WJG	10/10/00
10	WJG	10/10/00
11	WJG	10/10/00
12	WJG	10/10/00
13	WJG	10/10/00
14	WJG	10/10/00
15	WJG	10/10/00
16	WJG	10/10/00
17	WJG	10/10/00
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97	WJG	10/10/00
98	WJG	10/10/00
99	WJG	10/10/00
100	WJG	10/10/00

[illegible]

EXHIBIT 'A'

REGISTRATION INFORMATION

NAME: ANDY PAUL BROWN

DOB: 02/19/1958

SSN: 42-3587

HOME PHONE: 702-332-3128

CELL PHONE: 702-417-402-4118

ADDRESS: LAS VEGAS, NV

CUSTOMER INFORMATION

NAME: ANDY PAUL BROWN, JR.

ADDRESS: 2000 S. RENO AVE., #200, LAS VEGAS, NV 89102

PHONE: 702-332-3128

PERSONAL USE: 02/19/1988

RENEWAL INFORMATION

RENEWAL DATE: 02/19/1998

REMARKS: ON 02/19/1998, THE RECORD OF BROWN'S ENTRY INTO THE STATE OF NEVADA WAS REVIEWED AND IT WAS DETERMINED THAT BROWN'S ENTRY INTO THE STATE OF NEVADA WAS NOT A VIOLATION OF THE STATE OF NEVADA'S ENTRY INTO THE STATE OF NEVADA ACT.

NEVADA POWER COMPANY
UNION PARK PHASE 1 SITE
CONDENSATE SYSTEM
1904 MAIN ST.
R404 1" = 50'
JUL 5 1984:75

[illegible]

CIVIL LINETYPE LEGEND	
Solid line Dashed line Dash-dot line Long-dash line Short-dash line Wavy line Double line Thick solid line Thin solid line Thin dashed line Thin dash-dot line Thin long-dash line Thin short-dash line Thin wavy line Thin double line Thin thick solid line	1. Solid line 2. Dashed line 3. Dash-dot line 4. Long-dash line 5. Short-dash line 6. Wavy line 7. Double line 8. Thick solid line 9. Thin solid line 10. Thin dashed line 11. Thin dash-dot line 12. Thin long-dash line 13. Thin short-dash line 14. Thin wavy line 15. Thin double line 16. Thin thick solid line

AYOY

UTILITY LAYOUT



VICINITY MAP

NOT TO SCALE
 EXISTING STREET WAS BUILT IN 1957. ALL NEW
 UTILITIES ARE SHOWN IN DASHED LINES.
 THE EXISTING SMALL CONCRETE AND
 METAL MANHOLES ARE SHOWN IN
 CIRCLES. THE NEW 15" DIAMETER
 CONCRETE MANHOLES ARE SHOWN IN
 SQUARES.



1-800-725-5000
 1-702-455-2515

REVISIONS

NO.	DATE	DESCRIPTION
1	07/17/2007	ISSUED FOR PERMIT
2	07/17/2007	REVISIONS TO PERMIT
3	07/17/2007	REVISIONS TO PERMIT
4	07/17/2007	REVISIONS TO PERMIT
5	07/17/2007	REVISIONS TO PERMIT
6	07/17/2007	REVISIONS TO PERMIT
7	07/17/2007	REVISIONS TO PERMIT
8	07/17/2007	REVISIONS TO PERMIT
9	07/17/2007	REVISIONS TO PERMIT
10	07/17/2007	REVISIONS TO PERMIT

TYPE OF TOLERANCE	PERCENTAGE	PERMITS
1. PERCENTAGE	1.00%	1.00%
2. PERCENTAGE	1.00%	1.00%
3. PERCENTAGE	1.00%	1.00%
4. PERCENTAGE	1.00%	1.00%
5. PERCENTAGE	1.00%	1.00%
6. PERCENTAGE	1.00%	1.00%
7. PERCENTAGE	1.00%	1.00%
8. PERCENTAGE	1.00%	1.00%
9. PERCENTAGE	1.00%	1.00%
10. PERCENTAGE	1.00%	1.00%

EXHIBIT A

NOTES:
 1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAS VEGAS STANDARD SPECIFICATIONS FOR UTILITIES.
 2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAS VEGAS STANDARD SPECIFICATIONS FOR UTILITIES.
 3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAS VEGAS STANDARD SPECIFICATIONS FOR UTILITIES.
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 10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAS VEGAS STANDARD SPECIFICATIONS FOR UTILITIES.

NEVADA POWER COMPANY
 1004 MAIN ST.
 LAS VEGAS, NV 89101
 PHONE: 702-455-2515
 FAX: 702-455-2516
 E-MAIL: info@nvp.com
 WEBSITE: www.nvp.com

LINE TYPE	SYMBOL	DESCRIPTION
1	---	12" WATER MAIN
2	---	12" SEWER MAIN
3	---	12" GAS MAIN
4	---	12" ELECTRIC MAIN
5	---	12" CABLE TV MAIN
6	---	12" FIBER OPTIC MAIN
7	---	12" RAINWATER MAIN
8	---	12" IRRIGATION MAIN
9	---	12" FIRE MAIN
10	---	12" SANITARY MAIN

DATE: 07/17/2007
 TIME: 11:00 AM
 DRAWN BY: J. BROWN
 CHECKED BY: J. BROWN
 APPROVED BY: J. BROWN

UTILITY LAYOUT

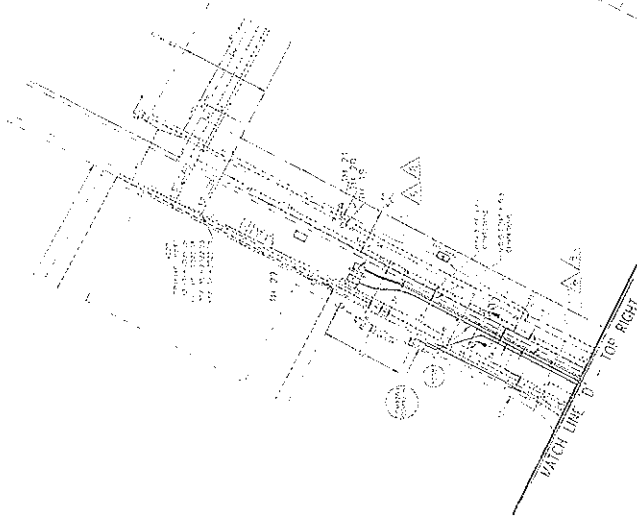


EXHIBIT A

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LINE TYPE	SYMBOL	DESCRIPTION
1	---	12" WATER MAIN
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9	---	12" FIRE MAIN
10	---	12" SANITARY MAIN

NEVADA POWER COMPANY
 1004 MAIN ST.
 LAS VEGAS, NV 89101
 PHONE: 702-455-2515
 FAX: 702-455-2516
 E-MAIL: info@nvp.com
 WEBSITE: www.nvp.com

DATE: 07/17/2007
 TIME: 11:00 AM
 DRAWN BY: J. BROWN
 CHECKED BY: J. BROWN
 APPROVED BY: J. BROWN



**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract No: CIAC0000184176A

Project No: 0000184176

Date Prepared: 11/23/2009

Exhibit "B"
Cost Worksheet
(Attached)

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000184176 Title: UNION PARK PH 1- OFFSITE COND. Units: 20 KVA: 0
 Contract Type: CIAC Contract Coordinator: PATRICIA BROWN Version Nbr 1

COST ESTIMATE SUMMARY				
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$44,507	\$44,507	\$44,507	\$0
Material & Overhead	\$0	\$0	\$0	\$0
DCA	\$0	\$0	\$0	\$0
Trenching	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$0	\$0	\$0
Total	\$44,507	\$44,507	\$44,507	\$0

ADVANCE CALCULATION			
Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	\$0	Applicant Non-Refundable Cost	\$44,507
Equal Participant	\$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	\$(44,507)
Proportionate Share	\$0	Amount Subject to Excess Allowance	\$0
Refund Subject To Allowance	\$0	Excess Allowance	\$0
Allowance	\$0	Remaining Non-Refundable (Subject to Excess Allowance)	\$0
Adjusted Applicant Cost	\$0	Amount Not Subject to Excess Allowance	\$44,507
		Attachments To Existing (LE/MP)	\$0
Total Subject to Refund	\$0	Total Non-Refundable Cost	\$44,507
		Non-Taxable Installation Costs	\$0
		Removal of Existing Facilities	\$0
		Total Non-Taxable Non-Refundable Cost	\$0
		Total Taxable Non-Refundable Cost	\$44,507

ADVANCE SUMMARY			
Advance Subject to Refund		Current Tax Rate	18.5000%
Non-Taxable Advance	\$0	Total Non-Taxable	\$44,507
Taxable Advance	\$0	Total Taxable (Less Tax)	\$87,058
Tax	\$0	Total Tax	\$87,058
Total Advance Subject to Refund	\$0	Total Advance	\$131,565
Non-Refundable Advance		DIA Credit	0
Non-Taxable Advance	\$0	Total Advance Due	\$131,565
Taxable Advance	\$44,507		
Tax	\$8,234		
Trench Tax	\$78,824		
Total Non-Refundable Advance	\$131,565		
Total Advance	\$131,565		



01/19/2010

CITY OF LAS VEGAS
400 N. STEWART AVE
LAS VEGAS, NV 89101

RE: Project CIAC - CIAC Contract Agreement, Project ID #0000184176

Dear Applicant:

Attached for your review and signature is the CIAC - CIAC Contract Agreement ("Agreement") for your new development project. After 90 days, the Agreement is no longer open to acceptance, and NV Energy may provide you with a new contract with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event NV Energy cancels the project, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

Should you have any other questions regarding this Agreement, please contact me at 702/402-4335 .

Sincerely,

PATRICIA BROWN

Enclosure as noted



NEW BUSINESS INVOICE

Contract remittance sheet for Project # 0000184176

Contract Amount Due: \$ 131,565
Date Issued: 01/19/2010
Project Name: UNION PARK PH 1- OFFSITE COND.
Contract Type: CIAC
Customer Address: CITY OF LAS VEGAS 400 N. STEWART AVE LAS VEGAS, NV 89101

Customer Phone:

Customer Fax:

Customer Email:

Project Coordinator: PATRICIA BROWN

Phone Number: 702/402-4335

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	0	0	0	0
Non-Refundable	44,507	0	87,058	131,565
Total Advance:				\$131,565
DIA Credit:				0
Total Advance Due:				\$131,565

Please remit with payment two (2) signed contracts, one (1) signed tax sheet, other necessary project documentation as directed by your project coordinator.

NV Energy must receive all of the above before the project will be scheduled for construction.

The contract and the above stated contract amount due become void if the contracts, tax sheet, and payment for the above contract are not returned to NV Energy's New Business Contract Administration with the appropriate signatures within ninety (90) days of customer receipt of these documents.

Remittance Instructions:

1. Make checks payable to NV Energy.
2. Write your project # (shown above) on the check.
3. Please remit this invoice along with payment for the balance due, two (2) signed contracts, one (1) signed tax sheet, by mail or in person to the following location:

New Business Contract Administration
New Development Center - NV Energy
7155 Lindell Road, MS B54RN
Las Vegas, NV 89118

Contact the New Business Contract Administration at (702) 633-8636 with any questions or concerns. Thank you!

NV ENERGY
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: UNION PARK PH 1- OFFSITE COND.

Project ID: 0000184176

Contract No.: _____ Tax ID: _____

Version: No 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 18.5000%

A) SUBJECT TO REFUND TAXABLE AMOUNT (252.000, 107.000)

☐ CONTRACTS - MP (252.000) _____

☐ CONTRACTS LEA (107.000) _____

☐ ATTACHMENT LE/LEA/MP (252.000) _____

Total (A): 0

B) SUBJECT TO REFUND TAX (253.000, 253.030)

(A) X 18.5000 = (253.000)

18.5000 = (253.030)

D) NON-REFUNDABLE TAX (253.030)

(C) X 18.5000 = 8,234

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

☐ CONTRACT - CIAC OVER 20,000 _____

☐ CIAC (RELOCATION) UNDER 20,000 _____

☐ EXPEDITED SERVICE REQUEST _____

☐ UTILITY SHARED TRENCH _____

☐ CUSTOMER REVISION _____

☒ CUSTOMER UPGRADE 44,507

☐ ATTACHMENT TO EXISTING LE/MP _____

Total (C): 44,507

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF
CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 426,076 X 18.5000

(Trench Tax) = 78,824

F) SUBJECT TO REFUND / NON-TAXABLE AMOUNT (252.000, 107.000)

Total (F1): (252.000)

☐ DIA ADVANCE (107.000)

Total (F2): (107.000)

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

☐ PUBLIC GOOD OVER 20,000 _____

☐ PUBLIC GOOD UNDER 20,000 _____

☐ TEMPORARY POWER _____

☐ EXPEDITED SERVICE REQUEST _____

☐ CANCELLATION _____

Total (G): 0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

☐ CONTRACT CIAC REMOVAL OVER 20,000 _____

☐ NO CONTRACT REMOVAL UNDER 20,000 _____

☐ EXPEDITED SERVICE REQUEST _____

☐ CUSTOMER REVISION _____

Total (H): 0

Total A.1) SUBJECT TO REFUND TAXABLE (252.000)

A.1 = 0

Total A.2) SUBJECT TO REFUND TAXABLE (107.000)

A.2 = 0

Total B.1) SUBJECT TO REFUND TAX (253.000)

B.1 = 0

Total B.2) SUBJECT TO REFUND TAX (253.030)

B.2 = 0

Total C) NON-REFUNDABLE TAXABLE (107.000)

C = 44,507

Total D) NON-REFUNDABLE TAX (253.030)

D = 8,234

Total E) NON-REFUNDABLE TAX (253.090)

E = 78,824

Total F.1) SUBJECT TO REFUND / NON-TAXABLE (252.000)

F.1 = 0

Total F.2) SUBJECT TO REFUND / NON-TAXABLE (107.000)

F.2 = 0

Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)

G = 0

Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)

H = 0

Total Advance

Customer Advance = 131,565

DIA Credit = 0

Total Advance Due = 131,565

Please make check payable to NV Energy.

Advance subject to refund plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____

Date: _____

NV ENERGY: _____

Date: _____

Rev. 01/28/09

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☒ **Consent** ☐ **Discussion****SUBJECT:****RESOLUTIONS:**

R-14-2010 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (\$252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$252,402**Funding Source:** Capital Projects Fund - Special Assessments**Dept./Division:** Public Works/SID**PURPOSE/BACKGROUND:**

This resolution directs the City Engineer to prepare the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2010 through June 30, 2011. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-14-2010

RESOLUTION NO. R-14-2010

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL FOR FY2011 AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, as defined in NRS 271.063 (the "Project"), within the District; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) for FY2011 is \$252,402, of which \$-0- is available from other sources, and \$252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the Project to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
\$252,402	\$252,402	\$-0-

Section 3. The City Engineer (the "Engineer") be, and she is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the City Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 17, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

3/3/10
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 17, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

Those Voting Nay:	_____

Those Absent:	_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice of the meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of such notice so given of the meeting of the City Council on March 17, 2010, is attached to this certificate as Exhibit "A."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-15-2010 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (\$252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$252,402

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This resolution defines the time and place for a public hearing on the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2010 through June 30, 2011. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-15-2010

RESOLUTION NO. R-15-2010

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, as defined in NRS 271.063 (the "Project"); and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$252,402, of which \$0 is available from other sources and \$252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of the City Engineer Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only that property which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the proposed final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
\$252,402	\$252,402	\$-0-

Section 3. The proposed final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 21, 2010 at 9:00 A.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in the District and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Such publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the

parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the final assessment roll for the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 17, 2010, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas
Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; and b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 21, 2010, at 9:00 A.M. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, April 16, 2010, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct,

confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council.

If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than April 16, 2010, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 17, 2010.

/s/ BEVERLY K. BRIDGES
BEVERLY K. BRIDGES, MMC, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 17, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC City Clerk

Approved as to form:

Assistant City Attorney

3/3/10
Date

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 17, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Oscar B. Goodman
 Gary Reese
 Steve Wolfson
 Lois Tarkanian
 Steven D. Ross
 Ricki Y. Barlow
 Stavros S. Anthony

Those Voting Nay: _____

Those Absent: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (vi) City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice of the meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of such notice so given of the meeting of the City Council on March 17, 2010 is attached to this certificate as Exhibit "A." A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B," and a copy of the minutes of the public hearing held on April 21, 2010, is attached hereto as Exhibit "C."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 21, 2010)

STATE OF NEVADA)
) ss. AFFIDAVIT OF MAILING
CITY OF LAS VEGAS) NOTICE OF HEARING

I, Beverly K. Bridges, do hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____, 2010, being at least twenty (20) days prior to the hearing on April 21, 2010, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll."

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

BEVERLY K. BRIDGES, MMC, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____, 2010.

My commission expires _____.

Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-16-2010 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road) (\$76,002.20 - Capital Projects Fund - Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$76,002.20

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This project consists of the installation of pavement, curb and gutter, sidewalks, driveway approaches, and streetlights. The interest rate for the district established by this resolution is 7.25 percent. The assessments will be paid over a 20-year period.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-16-2010

RESOLUTION NO. R-16-2010

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD); ESTABLISHING THE RATE OF INTEREST PAYABLE ON DEFERRED INSTALLMENTS OF ASSESSMENTS IN THE SPECIAL IMPROVEMENT DISTRICT; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN BY THE CITY CONCERNING THE DISTRICT; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Installment Rate Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City" respectively) of the State of Nevada, pursuant to an ordinance heretofore passed and adopted, created the City of Las Vegas, Nevada, Special Improvement District No. 1511 – Farm Road (Virginia Dale Street To Tule Springs Road), (hereinafter the "District"), and ordered the acquisition of improvements for the District, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has, by ordinances heretofore passed and adopted levied assessments (hereinafter the "Assessment Ordinance"), in the total amount of \$76,002.20 against the property benefited by the improvements in the District, and at the close of the applicable cash payment period, there remained unpaid valid assessments in the aggregate principal amount of \$76,002.20; and

WHEREAS, the Assessment Ordinance for the District provided that said unpaid valid assessments shall be payable in forty (40) substantially equal semiannual installments of principal and interest, with interest in all cases on the unpaid and deferred installments from the effective date of the Assessment Ordinance, at a rate or rates which shall not exceed, by more than three percent (3%), the "Index of Twenty Bonds" that was most recently published before the date on which the Assessment Ordinance was adopted; and

WHEREAS, the interest rate that was indicated by the Index of Twenty Bonds that was so published on the 30th day of December, 2009, being the date on which said Index was most recently published before the date on which the Assessment Ordinance was adopted, was four and 25/100 percent (4.25%) per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1511 Assessment Installment Rate Resolution" (hereinafter the "Resolution").

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Resolution) concerning the District including, but not limited to, the construction and other acquisition of the improvements, the performing of all prerequisites to the levying of special assessments, the fixing of the assessment lien against the property within the District, be, and the same is ratified, approved and confirmed.

Section 3. The City Director of Business and Finance Services has determined and does hereby determine that the interest rate on the unpaid and deferred installments of assessments for "City of Las Vegas, Nevada, Special Improvement District No. 1511 – Farm Road (Virginia Dale Street To Tule Springs Road)" shall be seven and 25/100 percent (7.25%) per annum.

Section 4. The City Clerk is hereby directed to deliver to the City Treasurer of the City (hereinafter the "City Treasurer") a notice that such unpaid and deferred installments of assessments for the District shall bear interest at such rate, including in such a notice a request that the City Treasurer include in the mailed or published notice pursuant to NRS 271.415 (5), a notice of such interest rate payable on said installments. The City Treasurer is hereby authorized, empowered and directed, and it shall be his or her duty, to receive and collect all assessments levied to pay the cost of the improvements, the installments hereof, the interest thereon and the penalties accrued, at the time and in the manner specified in each assessment ordinance, and to cause such accrued, at the time and in the manner specified in each assessment ordinance, and to cause such monies to be placed into funds of the City as the City Council may direct periodically.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way effect any remaining provision of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

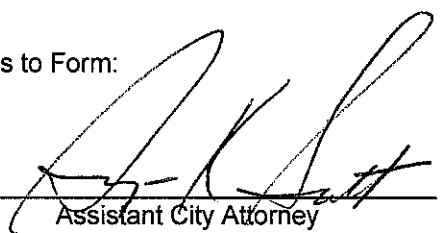
PASSED, ADOPTED AND APPROVED the 17th day of March, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

3/3/10
Date  Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 17, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros Anthony

Those Voting Nay:

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three (3) working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least

three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (vi) The City of Las Vegas Website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 17, 2010 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-17-2010 – Approval of a Resolution approving the form of a Cooperative Agreement between the City of Las Vegas and the State of Nevada Department of Taxation, and providing repealer and severability clauses for the City of Las Vegas Nevada Tourism Improvement District composed of parcels at Fourth Street and Stewart Avenue (APNs 139-34-501-004 and 007, 139-34-504-008, 139-27-899-042 and 139-34-599-009) - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The purpose of this Resolution is to approve the form of the Cooperative Agreement between the City of Las Vegas and the State of Nevada Department of Taxation for the City of Las Vegas Nevada Tourism Improvement District.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Resolution No. R-17-2010
2. Site Map

RESOLUTION NO. R-17-2010

A RESOLUTION APPROVING THE FORM OF A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE STATE OF NEVADA DEPARTMENT OF TAXATION, AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, on February 4, 2009, the City Council (the "City Council") of the City of Las Vegas, Nevada (the "City") adopted Resolution No. R-6-2009, which called a hearing for the purposes of considering (i) making the findings specified in Subsections 2, 3 and 6 of Nevada Revised Statutes ("NRS") 271A.080, and (ii) approving the use of monies pursuant to paragraph (a) of Subsection 3 of NRS 360.855; and

WHEREAS, prior to adoption of Resolution No. R-6-2009, the following information was filed with the City Clerk of the City (the "City Clerk"):

(a) A report entitled "*Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements*" prepared by Applied Analysis, dated November 30, 2008 which is a report of an independent consultant addressing the fiscal effect of the project proposed for the District (as defined below) and the financing thereof under Chapter 271A of NRS on the provision of local governmental as required in Subsection 3 of NRS 271A.080;

(b) A letter from CIM/LL Manager, LLC (the "Developer") dated January 16, 2009 relating to the Developer's ability and desire to proceed with certain projects, including retail projects in the District;

(c) A memorandum from Keyser Marston Associates dated January 27, 2009 concerning the Developer's financial ability to proceed with the projects described in (b) above; and

(d) A memorandum from the City's Office of Business Development, dated January 22, 2009 concerning certain real estate matters relating to the District and a Disposition and Development Agreement between the City and the Developer dated July 2, 2008.

(collectively, the "Filed Information"); and

WHEREAS, the Filed Information and the amendment dated February 27, 2009 to the report referenced in (a) above were provided to the Clark County School District and the Board of County Commissioners of Clark County; and

WHEREAS, the Board of Trustees of the Clark County School District (the “School Board”) and the Board of County Commissioners of Clark County (the “Board of County Commissioners”) conducted public hearings and the School Board and the Board of County Commissioners have provided comments to the City Council; and

WHEREAS, on May 6, 2009, the City Council held a public hearing and adopted Resolution No. R-30-2009, wherein the City Council made certain written findings and determinations pursuant to NRS 271A.080(2), (3) and (6) (the “Fiscal Effect Finding”) and NRS 360.855(3) relating to the proposed “City of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue)” (the “District”); and

WHEREAS, in making the Fiscal Effect Finding, the City Council considered the comments received from the School Board and the Board of County Commissioners; and

WHEREAS, the City staff provided notice and materials required by NRS 271A.080(7) and (8) and NRS 360.855(3) to the Nevada Commission on Tourism and the Governor of the State of Nevada; and

WHEREAS, pursuant to a resolution adopted on June 16, 2009, the Nevada Commission on Tourism made the determination pursuant to NRS 271A.080(7) with respect to the District and the proposed project (the “Project”) to be located in the District as further described in the report entitled “*Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements*” prepared by Applied Analysis, dated November 30, 2008, as amended on February 27, 2009, which is on file with the City Clerk; and

WHEREAS, pursuant to letters dated July 6 and July 10, 2009, the Governor of the State of Nevada made the determination with respect to the Project pursuant to NRS 271A.080(8); and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the City Council adopted Ordinance No. 6058 on September 2, 2009 creating the District (the “Creation Ordinance”); and

WHEREAS, the City has negotiated with the State of Nevada Department of Taxation the terms of an agreement specifying the dates and procedure for distribution to the City of any money pledged pursuant to Section 6 of the Creation Ordinance;

WHEREAS, the proposed form of a City of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue) Cooperative Agreement (the “Cooperative Agreement”) by and between the City and the State of Nevada Department of Taxation is attached hereto as Exhibit I.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AS FOLLOWS:

Section 1. The form, terms and provisions of the Cooperative Agreement are hereby approved, and the City shall enter into and perform its obligations under the Cooperative Agreement in substantially the form attached hereto as Exhibit I, with only such changes therein as are required by the circumstances and which are not inconsistent herewith. The officers of the City are hereby authorized and directed to execute and deliver the Cooperative Agreement as required hereby.

Section 2. All resolutions, or parts thereof, in conflict with the provisions of this resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.

Section 3. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

PASSED AND ADOPTED this March 17, 2010.

(SEAL)

Mayor

Attest:

City Clerk

Approved as to form:

J. Ponticelli *3/1/10*
Chief Deputy City Attorney

EXHIBIT I

(Attach Agreement with Department of Taxation)

**CITY OF LAS VEGAS, NEVADA TOURISM IMPROVEMENT DISTRICT
(FOURTH STREET AND STEWART AVENUE)
COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, the "City," and the State of Nevada Department of Taxation, the "Department," collectively the "Parties."

RECITALS

WHEREAS, the City, through its City Council, and consistent with NRS 271A.070 as enacted by Las Vegas City Council Bill No. 2009-36, Ordinance No. 6058, "City Of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue) Creation Ordinance" (the "Ordinance") has created a tourism improvement district (the "District") and pledged 75% of the taxes described therein as permitted by Chapter 271A of NRS (the "Taxes") for the purposes of carrying out the acquisition, improvement, equipment, operation and maintenance of the Project within the District as more specifically described in the Ordinance, and the financing of the Project; and

WHEREAS, NRS 271A.100 further provides that any such ordinance must include a provision requiring the City to enter into a contract with the Department to perform all functions incident to the administration or operation of the tax in the City, and the Parties intend that this Agreement serve as the required contract; and

WHEREAS, the City has adopted the Ordinance creating the tourism improvement district effective September 6, 2009.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the City and the Department agree as follows:

1. The Department shall administer and enforce all provisions of the Ordinance pertaining to the collection of all Taxes provided for in said Ordinance.
2. The City shall notify the Department, substantially in the form attached hereto as Exhibit A, (i) of each business that is located within and collects Taxes generated within the District; and (ii) that such Taxes shall be administered in accordance with this Agreement. The City shall further notify the Department any time such a business closes.
3. The City shall reimburse the Department for the costs of collecting the Taxes. The amount of collection costs to be reimbursed by the City hereunder shall be computed in the manner provided by NRS 271A.070 (1)(c), (1) and (2). Before

distributing any revenue to the City pursuant to paragraph 4 below, the Department shall deduct said collection costs from the amount to be distributed.

4. Subject to paragraph 3, above, the Department shall distribute to the City, on a monthly basis, the Taxes described in this Agreement. With each distribution, the Department shall provide the City Finance Director with a monthly statement setting forth the amount collected and any collection costs deducted by the Department. Distribution shall cease at the end of the fiscal year in which the 20th anniversary of the adoption of the ordinance creating the District occurs, i.e., June 30, 2030.

5. The City agrees that the Department shall have the power to make all necessary rules and regulations and prescribe all necessary forms or other requirements for the purpose of making the administration of the Ordinance effective.

6. The Department shall have all the powers, duties, and responsibilities as provided by the Ordinance and Chapter 374 of the Nevada Revised Statutes and all amendments thereto, and all other State laws pertaining to the collection of sales and use taxes.

7. If any term or provision of this Agreement is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

8. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

9. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of these parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other party.

10. Except as otherwise expressly provided, this Agreement (including all Exhibits attached hereto) constitutes the entire contract between the Parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

11. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by and authorized representative.

THE CITY OF LAS VEGAS

Dated this ____ day of _____, 2010.

By: _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, MMC, City Clerk

Approved as to form:

By: _____
Deputy City Attorney

DEPARTMENT OF TAXATION

By: _____
Executive Director
Nevada Department of Taxation

Dated this ____ day of _____, 2010.

Approved as to form:

By: _____
[Name and Title]

EXHIBIT A

NOTICE TO DEPARTMENT OF TAXATION

Name of Business: _____ (the "Business")

Business Address: _____

Department of Taxation Identification Number for Business: _____

The City of Las Vegas hereby notifies the Department of Taxation that the Business is located within the City Of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue) (the "District"). The Business collects tax revenues generated within the District and such revenues shall be administered in accordance with the City Of Las Vegas, Nevada Tourism Improvement District (Fourth Street and Stewart Avenue) Cooperative Agreement dated as of _____, 2010.

CITY OF LAS VEGAS, NEVADA

By: _____

Printed Name and Title

Date

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on March 17, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Mayor:

Council members:

Oscar Goodman

Gary Reese

Steve Wolfson

Lois Tarkanian

Steven D. Ross

Ricki Y. Barlow

Stavros S. Anthony

Those Voting Nay:

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;
- (iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on March 17, 2010 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2010.

(SEAL)

City Clerk

EXHIBIT A
(Attach copy of Posted Agenda)

Site Map



Legend

-  TID (Proposed)
-  NDOT
-  City Owned

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: HUMAN RESOURCES**DIRECTOR: F. CLAUDETTE ENUS**☐ Consent ☒ Discussion**SUBJECT:**

ADMINISTRATIVE:

Discussion and possible action on the ratification of Howard Daniel Tarwater as the Director of Human Resources effective July 3, 2010 (\$110,000 annual salary plus benefits - General Fund)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$110,000 plus benefits**Funding Source:** General Fund**Dept./Division:** Human Resources**PURPOSE/BACKGROUND:**

Howard Daniel Tarwater is currently serving as Human Resources Manager for the Employee Relations Division. Prior to working for the City of Las Vegas, Mr. Tarwater was the Human Resources Director for two major home builders in Las Vegas. From 1999-2005, Mr. Tarwater served as the Human Resources Director and was promoted two years later to the Assistant City Manager for the City of North Las Vegas. Mr. Tarwater holds a Bachelors Degree from the University of Missouri, Columbia in both Education and Business.

RECOMMENDATION:

Approve and ratify the appointment of Howard Daniel Tarwater to the position of Director of Human Resources, effective July 3, 2010.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding a Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Thamer Jarjees, To: Bidi, Inc., dba Vegas Market 3, 6711 West Alexander Road, Suites 103 & 104, Haitham Bidi, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible regarding a Change of Ownership for a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the provisions of the planning and fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Bidi, Inc., dba Vegas Market 3, 6711 West Alexander Road, Suites 103 & 104, Haitham Bidi, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

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

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

At the Special City Council Meeting of September 21, 2009, the City Council voted to approve the tavern license with conditions, one which is a review of the license every 3 months. Additionally, Club 2100 was fined \$10,000 for violations of business licensing codes. At the December 16, 2009 City Council Meeting a review of the conditions was conducted and it was reported to Council that the business had ceased operations around November 1, 2009, but the fine imposed had not been paid. The City Council imposed a new condition that the fine must be paid by within 60 days of this meeting (February 16, 2010). To date that fine has not been paid.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding an Appeal of Work Card Denial for Dustin Hill, db at Foothills Ranch, 3377 North Rancho Drive - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

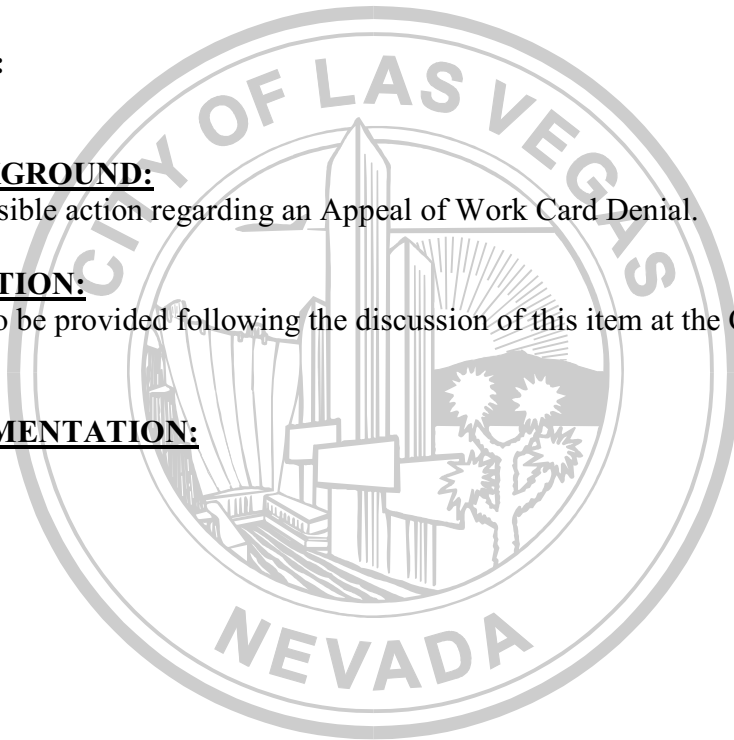
Discussion and possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on an estimated allocation of \$5,133,572 in FY 2010-2011 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$5,133,572

Funding Source: HUD-CDBG

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

The City of Las Vegas anticipates utilizing \$5,133,572 of United States Department of Housing and Urban Development (HUD) CDBG Funds for Fiscal Year 2010-2011. Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services.

RECOMMENDATION:

Staff recommends approval of the CDBG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

Agenda Memo

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of \$5,133,572 in FY 2010-2011 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Summary of Total Grant RECOMMENDED ALLOCATIONS

Applicant	Recommendation
AHEC	\$15,000
Anthony Pollard Foundation	\$21,160
Blind Center of Nevada, Inc.	\$15,000
Catholic Charities #PS1	\$18,953
Catholic Charities #PS2	\$29,084
Catholic Charities #PS3	\$31,861
Catholic Charities #PS4	\$22,948
Clark County Law Foundation	\$15,000
City of Las Vegas Leisure Services	\$106,505
City of Las Vegas Leisure Services Safekey	\$60,000
Community Counseling Center	\$27,577
Family and Child Treatment of Southern Nevada	\$17,850
Family Promise	\$15,000
Foundation for an Independent Tomorrow (FIT)	\$23,000
Foundation for Positively Kids, Inc.	\$29,342
Give Me A Break, Inc.	\$15,000
Greater Las Vegas After School All Stars	\$15,000
HELP of SNV Youth Center PS #2	\$22,540
Helping Hands of Vegas Valley	\$21,528
Lied Discovery Children's Museum	\$15,000
Nevada Health Centers, Inc	\$29,440
Rebuilding Together of SNV	\$23,006
Salvation Army	\$27,121
Shade Tree	\$35,308
Southern NV Public Television	\$15,000
Spread the Word Nevada Kids to Kids	\$15,000
Three Square	\$23,000
United Jewish Community/Jewish Federation of Las Vegas	\$39,421
Women's Development Center	\$25,392
Total	\$770,036

City of Las Vegas

Single Family Rehabilitation	\$250,000
East Las Vegas Community Center Bond Payment	\$1,041,009
Stupak Community Center Bond Payment	\$1,521,625
Rebuilding Together – Single Family Rehab	\$125,000
James Seastrand Helping Hands – Single Family Rehab	\$10,000
CLV Future CDBG Construction Projects	\$389,188
CDBG Administration and Fair Housing (20% Max)	\$1,026,714
Total CDBG Funds	\$5,133,572

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on an estimated allocation of \$225,677 in FY 2010-2011 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$225,677

Funding Source: HUD-ESG

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

The City of Las Vegas anticipates utilizing \$225,677 of United States Department of Housing and Urban Development (HUD) ESG Funds for Fiscal Year 2010-2011. Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services.

RECOMMENDATION:

Staff recommends approval of the ESG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

Agenda Memo

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of \$225,677 in FY 2010-2011 Emergency Shelter Grant (ESG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Catholic Charities-St. Vincent Lied Dining	\$67,050
HELP of Southern Nevada Youth Center-Transitional Housing	\$28,400
Lutheran Social Services	\$15,000
SAFE House-Emergency Shelter	\$19,944
Salvation Army-Homeless Services	\$30,000
Shade Tree-Emergency Shelter	\$39,000
WestCare-Emergency Shelter	\$15,000

Total ESG Funds Recommended by CDRB	\$214,394
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Emergency Shelter Grant Adm. (5%)	\$11,314
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Total ESG Funds	\$225,677
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on an estimated allocation of \$1,002,015 in FY 2010-2011 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,002,015

Funding Source: HUD-HOPWA

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

The City of Las Vegas anticipates utilizing \$1,002,015 of United States Department of Housing and Urban Development (HUD) HOPWA Funds for Fiscal Year 2010-2011. Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services.

RECOMMENDATION:

Staff recommends approval of the HOPWA allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

Agenda Memo

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of \$1,002,015 in FY 2010-2011 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance, Housing Information, TBRA, and Supportive Services.	\$531,477
Community Counseling Center – HIV Supportive Services	\$86,100
Golden Rainbow – Living with AIDS Program	\$50,000
HELP of Southern Nevada – Emergency Resource Services	\$240,152
<u>Women’s Development Center – HOPWA Affordable Housing</u>	<u>\$64,226</u>
Total HOPWA Funds Recommended by CDRB	\$971,955
<u>HOPWA Administration (3%)</u>	<u>\$30,060</u>
Total HOPWA Funds	\$1,002,015

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on a request to install speed humps on Scholl Drive between Bristol Way and Burgundy Way (\$7,000 - Neighborhood Traffic Management Program) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$7,000

Funding Source: Neighborhood Traffic Management Program

Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:

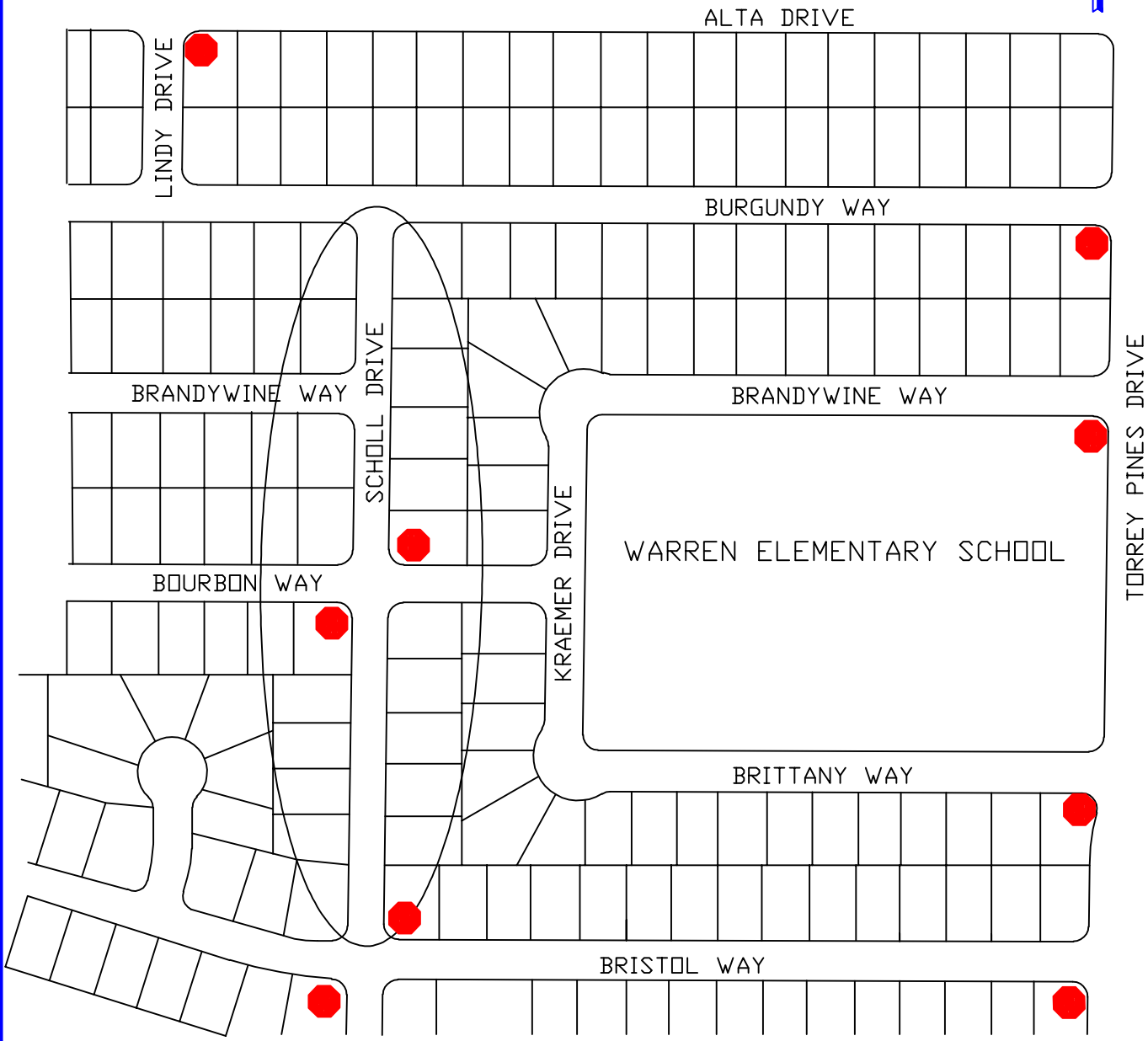
The Traffic Engineering Division received a request to install speed humps on Scholl Drive between Bristol Way and Burgundy Way. Studies conducted on Scholl Drive showed that the 85th percentile speed was 28 mph and the volume of traffic was 946 vehicles per day. The street accumulated 12 points; 40 points are needed to meet the point criteria for speed humps. Scholl Drive is not an emergency response route.

RECOMMENDATION:

Staff: Denial

BACKUP DOCUMENTATION:

Map



PROPOSED SPEED HUMP ZONE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

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

Discussion and possible action regarding a Transit Vehicle Operating Procedure Agreement between the City of Las Vegas the Regional Transportation Commission (RTC) and the Fremont Street Experience (FSE) LLC to establish a Standard Operating Procedure for the new RTC Ace Gold Line that will cross Fremont Street during FSE Light Shows. - Ward 5 (Barlow)

Fiscal Impact☒**No Impact**☐**Augmentation Required**☐**Budget Funds Available****Amount:****Funding Source:****Dept./Division:** Public Works**PURPOSE/BACKGROUND:**

The City and FSE entered into the Fremont Street Experience Project Development Agreement dated October 20, 1993; and the subsequent Amended and Restated Fremont Street Experience Project Development Agreement dated September 27, 1995, as amended on January 12, 1998, May 28, 1998, August 10, 1998 and December 16, 2009 with respect to the management of the FSE Project. In the Agreement, the City retained the right and the responsibility for determining traffic patterns for Casino Center Boulevard across Fremont Street. This three party agreement establishes a Standard Operating Procedure that will allow the RTC to operate the new Ace Gold line along Casino Center Boulevard during FSE Light Shows.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Transit Vehicle Operating Procedure Agreement (Draft)

TRANSIT VEHICLE OPERATING PROCEDURE AGREEMENT

This TRANSIT VEHICLE OPERATING PROCEDURE AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2010 by and among the City of Las Vegas, Nevada, a municipal corporation in the state of Nevada ("City"), the Regional Transportation Commission of Southern Nevada, a political subdivision in the State of Nevada ("RTC") and Fremont Street Experience Limited Liability Company, a Nevada limited liability company ("FSE"). The City, RTC and FSE are individually referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, City and FSE entered into the Fremont Street Experience Project ("FSE Project") Development Agreement dated October 20, 1993; and the subsequent Amended and Restated Fremont Street Experience Project Development Agreement dated September 27, 1995, as amended on January 12, 1998, May 28, 1998, August 10, 1998 and December 16, 2009 (collectively the "CLV/FSE Agreement") with respect to the management of the FSE Project; and

WHEREAS, FSE operates a series of daily Viva Vision Light Shows ("Light Shows") that impact traffic operations along Casino Center Boulevard, including provisions for the temporary closure of Casino Center Boulevard during the Light Shows; and

WHEREAS, pursuant to the provisions of the CLV/FSE Agreement, the City retained the right and the responsibility for determining traffic patterns for Casino Center Boulevard; and

WHEREAS, RTC desire to implement a new transit service along Casino Center Boulevard, named the ACE Gold Line ("Ace"), within the City's public right-of-way; and

WHEREAS, RTC desires to operate the ACE during the Light Show subject to the Standard Operating Procedure ("SOP") described herein; and

WHEREAS, as a condition precedent to RTC operating the Ace, FSE and City shall review and approve the SOP; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. SOP, Version 1.0, attached hereto as Exhibit A and incorporated herein by this reference, developed by RTC and FSE, provides the procedure for ACE operations along Casino Center Boulevard.
2. Recognizing the need to make changes to SOP as field conditions warrant, SOP may be amended from time to time by mutual written agreement of the Parties. For City, the City's Public Works Director shall be the approving signatory of any amendments to the SOP. For the RTC, the RTC's General Manager shall be the approving signatory of any amendments to the SOP. For FSE, the President of the FSE shall be the approving signatory of any amendment to the SOP.

3. FSE shall notify the RTC, in writing, of any special events or changes in operations of the Light Show schedules which will impact Ace operations at least 48-hours in advance of such event or change. Written notice shall be given to the following person:

Cliff Galante, Manager of Fixed Route Services
600 S. Grand Central Parkway, Suite 350
Las Vegas, 89106
(702) 676-1500 Fax (702) 676-1518

4. RTC, subject to the limitations of Chapter 41 of the Nevada Revised Statutes, and FSE agrees to protect, indemnify, and hold City and their 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 act or omission, negligent or otherwise, of RTC and FSE or their respective officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, RTC and FSE or their respective officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Agreement.

RTC and FSE 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 act or omission, negligent or otherwise, against which RTC and FSE has agreed to indemnify the Indemnitees. If RTC and FSE 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 RTC and FSE.

It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by The RTC and FSE from and against any and all claims.

The provisions of this Section 4 in no way alter the indemnification and insurance requirements contained the CLV/FSE Agreement.

5. City and FSE reserves the right to review the SOP implementation from time to time. If City or FSE determines that a safety concern is created by the SOP, City and FSE shall have the right to immediately request changes to the SOP and/or terminate Ace operations along Casino Center Boulevard during the Light Show until corrective measure are taken to eliminate the safety concern(s).

6. This Agreement may be terminated by any Party for any or no reason upon 30-day written notice.

7. 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. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

8. 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.

9. This Agreement must be authorized, executed and delivered by the Parties to be effective. The effective date of this Agreement shall be the date when this Agreement has been signed by all Parties, the later date of execution being the effective date.

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: _____
Deputy City Attorney Date

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

By: _____
Lawrence L. Brown III, Chairman

ATTEST:

By: _____
Toni Michener, Executive Assistant Date

APPROVED AS TO LEGALITY & FORM:

By: _____
Zev Kaplan Date

Transit Vehicle Operating Procedure Agreement signature page continued:

**FREMONT STREET EXPERIENCE
LIMITED LIABILITY COMPANY**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

DRAFT STANDARD OPERATING PROCEDURE FOR TRANSIT VEHICLES CROSSING CASINO CENTER AT FREMONT STREET DURING FREMONT EXPERIENCE VIVA VISION SHOWS VERSION 1.0

Fremont Street Experience (“FSE”) Viva Vision Show times are scheduled once an hour beginning at dusk (6:00pm in Fall and Winter months and 8:00pm in the Spring and Summer months) and end at midnight. During certain times of the year the first show of the evening will occur on the half hour. The average duration of FSE light shows is approximately 7-15 minutes. Casino Center Blvd. which intersects FSE is closed during show times. The road can be closed for up to 20 minutes. Casino Center Blvd. is closed by FSE staff approximately two minutes before show-time. Vehicles traveling on Casino Center are instructed to re-route using designated signage located in the area or to conduct a legal U-turn on Casino Center to take an alternate route. Below are proposed standard operating procedures developed by staff from the RTC, Veolia Transportation, and FSE Security Personnel based on testing conducted during actual show-times on 2/10/10 and 2/12/10.

Coaches Traveling Northbound on Casino Center

Transit coaches will first serve ACE Gold line designated bus station located on Casino Center south of Fremont Street. After serving the stop, the transit coach will continue to proceed north on Casino Center by traveling in the designated center lane (furthest away from the sidewalk). During FSE show-times, Casino Center will be closed by FSE staff who will place a gate in the center of the roadway. If vehicles refuse to move by conducting a legal U-turn, the transit coach will be forced to wait in traffic until the show ends and the roadway reopens. This will cause a delay in service. FSE staff will encourage, but cannot require, motorists to conduct a legal U-turn to allow the transit coach to proceed to the gate.

If vehicles are not blocking the transit coach, the coach will proceed to the top of queue directly in front of the security gate. FSE staff will then move the gate to provide access for transit coach to proceed north. The gate will then be immediately moved back behind the coach to prevent other vehicles from passing through. The coach will then stop at the intersection of Casino Center and FSE to receive direction regardless if the traffic light is “green”. **The transit coach is PROHIBITED from crossing the intersection at FSE without escort by designated personnel or contrary to traffic control devices.**

To conduct the intersection crossing procedure during show-times three designated personnel will be used to escort the coach. Only one coach will be moved through the intersection at a time under the close supervision of three escorts. Two designated escorts will be utilized to block pedestrians from crossing the intersection by walking along each side of the transit coach. Another designated escort will walk approximately 10 feet in front of the coach near the front right corner to help prevent pedestrians from inadvertently walking in front of the transit coach while it is moving if they disregard pedestrian crossing signals. The transit coach will follow the instruction of the escorts and will abide by traffic controls for the intersection.

The procedure to cross the intersection in the center lane will only occur only on a green light at the beginning of the green signal phase to ensure that the vehicle crosses during the green phase. The transit

coach will then travel at a reduced speed of no greater than five mph to cross the intersection. The purpose of using the center lane is to provide additional space in the intersection in case a person inadvertently tries to cross the street while the vehicle is crossing. This will provide adequate room for a pedestrian to step back to the curb. Once through the intersection, the vehicle can continue on route normally without escort.

Coaches Traveling Southbound on Casino Center

During FSE show-times, Casino Center will be closed by FSE staff who will place a gate in the center of the roadway. If vehicles refuse to move by conducting a U-turn, the transit coach will be forced to wait in traffic until the show ends and the roadway reopens. This will cause a delay in service. If vehicles are not blocking the transit coach, the coach will proceed to the top of queue directly in front of the security gate.

FSE staff will then move the gate to provide access for transit coach to proceed south in the right lane nearest the sidewalk. The gate will then be immediately moved back behind the coach to prevent other vehicles from passing through. The coach will then serve the designated ACE Gold Line Southbound stop located in front of Binion's Casino, just north of the Fremont intersection. After alighting and boarding passengers at the designated stop, the transit coach will remain stopped at this location until receiving direction from designated escorts to assist the coach through Fremont Street during the light show, regardless if the traffic light is "green". **The transit coach is PROHIBITED from crossing the intersection at FSE without escort by designated personnel or contrary to traffic control devices.**

To conduct the intersection crossing procedure during show-times, three designated personnel will be used to escort the coach. Only one coach will be moved through the intersection at a time under the close supervision of three escorts. Two designated escorts will be utilized to block pedestrians from crossing the intersection by walking along each side of the transit coach. Another designated escort will walk approximately 10 feet in front of the coach near the front right corner to help prevent pedestrians from inadvertently walking in front of the transit coach while it is moving if they disregard pedestrian crossing signals. The transit coach will follow the instruction of the escorts and will abide by traffic controls.

The procedure to cross the intersection in the center lane will only occur on a green light at the beginning of the signal phase to ensure that the vehicle crosses during the green phase. The transit coach will then travel at a reduced speed of no greater than five mph to cross the intersection. The purpose of using the center lane is to provide additional space in the intersection in case a person inadvertently tries to cross the street while the vehicle is crossing. This will provide adequate room for a pedestrian to step back to the curb. Once through the intersection, the vehicle can continue on route normally without escort. To maintain acceptable on-time performance, southbound coaches will be granted priority over northbound coaches in crossing Fremont Street during show-times.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-18-2010 - 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 (CVIP) Agreement between the RDA and Vast Holdings, Inc., dba Peter Pan Motel, located at 110 North 13th Street (APN 139-35-310-028) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-4-2010)]

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 Vast Holdings, Inc., with the cost of renovations to an existing neon sign on the property located at 110 North 13th Street. 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-18-2010
2. Before Photos and After Rendering
3. Site Map

RESOLUTION NO. R-18-2010

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 VAST HOLDING, INC. D/B/A PETER PAN MOTEL ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-310-028

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;

1 WHEREAS, VAST HOLDINGS, INC. (the "PARTICIPANT") is the owner of
2 real property and improvements located at 110 NORTH 13TH STREET, and which parcel is
3 commonly known as APN 139-35-310-028 (the "Site"); and

4 WHEREAS, VAST HOLDINGS, INC. (the "PARTICIPANT") is the owner of
5 the real property located at 110 NORTH 13TH STREET and is undertaking certain exterior
6 improvements to the property or the redevelopment of an underdeveloped property in
7 accordance with the Commercial VIP Program;

8
9 WHEREAS, the City Council of the City of Las Vegas has considered the
10 findings that the development of improvements to a building, facilities, structures or other
11 improvements to be located at the Site are of benefit to the Redevelopment Area or the
12 immediate neighborhood in which the Redevelopment Area is located; and

13
14 WHEREAS, the City Council of the City of Las Vegas has considered the
15 findings that no other reasonable means of financing the building, facilities or structures or
16 other improvements on the Site are available; and

17
18 WHEREAS, the City Council of the City of Las Vegas has considered the
19 undertakings of the Agency in connection with the Commercial VIP Agreement (the
20 "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to
21 VAST HOLDINGS, INC. for making physical, visual improvements to the building or property
22 located on the Site, all as more fully set forth in the Agreement.

23
24 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
25 the City of Las Vegas hereby finds and determines that the development of building, facilities,
26 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
27 immediate neighborhood in which the Redevelopment Area is located; and
28

1 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
2 finds and determines there are no reasonable means of financing those building, facilities,
3 structural or other improvements on the Site; and

4 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
5 consents to the undertakings of the Agency in connection with the Agreement with the
6 "Participant" for the Project concerning the development on the Site.
7

8 THE FOREGOING RESOLUTION was passed, adopted and approved this

9 _____ day of _____, 2010.

10 CITY OF LAS VEGAS

11 By _____
12 OSCAR B. GOODMAN, Mayor

13 ATTEST:

14
15 _____
16 BEVERLY K. BRIDGES, MMC
17 CITY CLERK

18 APPROVED AS TO FORM:

19 Michael D. [Signature] ESQ

Date

20 2-2-10

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 FACADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2010, 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 VAST HOLDINGS, INC. D/B/A PETER PAN MOTEL ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of \$50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars (\$50,000.00) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 90 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

Counsel to the Agency Date

ATTEST:

BEVERLY K. BRIDGES, MMC
Secretary

VAST HOLDINGS, INC.

By: _____
BROOKE BEDSON
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

More Commonly known as: 110 North 13th Street, Las Vegas, Nevada

Proof of Ownership



A.P.N.: 139-35-310-028
 File No: 105-2349704 (KLK)
 R.P.T.T.: \$9,843.00 C

Fee: \$15.00 RPT: \$9,843.00
 N/C Fee: \$0.00

02/20/2008 14:44:44
 T200802035179

Requestor:
 FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway STN
 Clark County Recorder Pgs: 3

When Recorded Mail To: Mail Tax Statements To:
 Vast Holdings, a Nevada corporation
 4205 W Tompkins #6
 Las Vegas, NV 89103

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

First American Exchange as Qualified Intermediary for Sharon E. Nuno

do(es) hereby **GRANT, BARGAIN and SELL** to

Vast Holdings, a Nevada corporation

the real property situate in the County of Clark, State of Nevada, described as follows:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

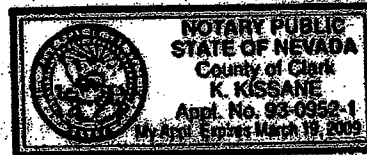
Date: 02/20/2008

Sharon E. Nuno
Sharon E. Nuno

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on
February 28, 2008 by
Sharon E. Nuno.

[Signature]
Notary Public
(My commission expires: 3/19/09)



This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
02/28/2008 under Escrow No. 105-294570.

ENDORSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-35-310-028
b) _____
c) _____
d) _____

2. Type of Property

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☒ Comm' Vind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property:

\$1,930,000.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$1,930,000.00

Real Property Transfer Tax Due

\$9,843.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section: _____

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Sharon E. Nuno

Capacity: Seller

Signature: John P. Donaghy

Capacity: Buyer

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Sharon E. Nuno

Print Name: Vast Holdings, a Nevada

Address: 39119 North Shore Dr

Address: 4205 W Tompkins #6

City: Fawn Skin P.O. Box 327

City: Las Vegas

State: CA Zip: 92333

State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Print Name: Company

File Number: 105-2349704 KLK/KLK

Address: 8350 West Sahara Ave., Ste 110

City: Las Vegas

State: NV Zip: 89117

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3880

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property, as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency..

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-35-310-028

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, VAST HOLDINGS, INC. ("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 Facade 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 _____, _____.

VAST HOLDINGS, INC.

By: _____
BROOKE BEDSON

Its: PRESIDENT
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2010 by BROOKE BEDSON as PRESIDENT.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
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 SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

More Commonly known as: 110 North 13th Street, Las Vegas, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property, as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$50,000 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$50,000.00

Anytime during second year: \$40,000.00

Anytime during third year: \$30,000.00

Anytime during fourth year: \$20,000.00

Anytime during fifth year: \$10,000.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-35-310-028

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 VAST HOLDINGS, INC. 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 110 NORTH 13TH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-35-310-028; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.
 - d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, 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 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: BROOKE BEDSON
4205 West Tompkins Avenue, #6
Las Vegas, NV 89103

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: BROOKE BEDSON
Title: PRESIDENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2010 by BROOKE BEDSON as PRESIDENT.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
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 SEVEN (7) AND EIGHT (8) IN BLOCK NINE (9) OF LADD ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

More Commonly known as: 110 North 13th Street, Las Vegas, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the North 13th Street right-of-way and the northerly, southerly and easterly boundaries of the property, as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Repair and Renovation of existing Neon sign	\$15,632.00
TOTAL ESTIMATED PROJECT COSTS	\$15,632.00
Estimated CVIP Grant	\$7,816.00

*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

Schedule of Improvements

Work should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

ATTACHMENT 6

Please Print Legibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Brooke Bedson Vast Holdings, Inc.
 Mailing Address 110 N. 13th St.
 Business Phone 383-8772
 Tax ID or Social Security Number 26-2010777

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
Brooke Bedson	110 N. 13 th St.	382-7363

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*: _____

CITY OF LAS VEGAS REDEVELOPMENT AGENCY



VIP Disclosure of Ownership/Principals

Please Print Legibly

Real Property - Page 2 of 2

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.

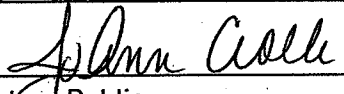
Signature 
Date 2/16/10

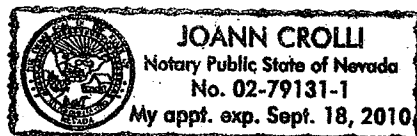
State of Nevada
County of Clark

This instrument was acknowledged before me on

February 16, 2010 (date) by

Brooke Bedson (name of person)


Notary Public



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



- 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. BB (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. BB (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. BB (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. BB (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.

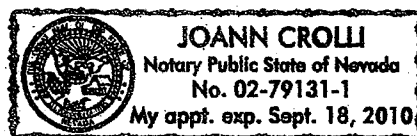
DATED this 16 day of February, 2010.

Authorized Signature: Brooke Bedson

SIGNED AND SWORN TO before

me this 16 day of February, 2010, by Brooke Bedson.

NOTARY PUBLIC
My Commission Expires:



Joann Crolli

CITY OF LAS VEGAS REDEVELOPMENT AGENCY



**Before Photos – Peter Pan Motel
(110 North 13th Street)**



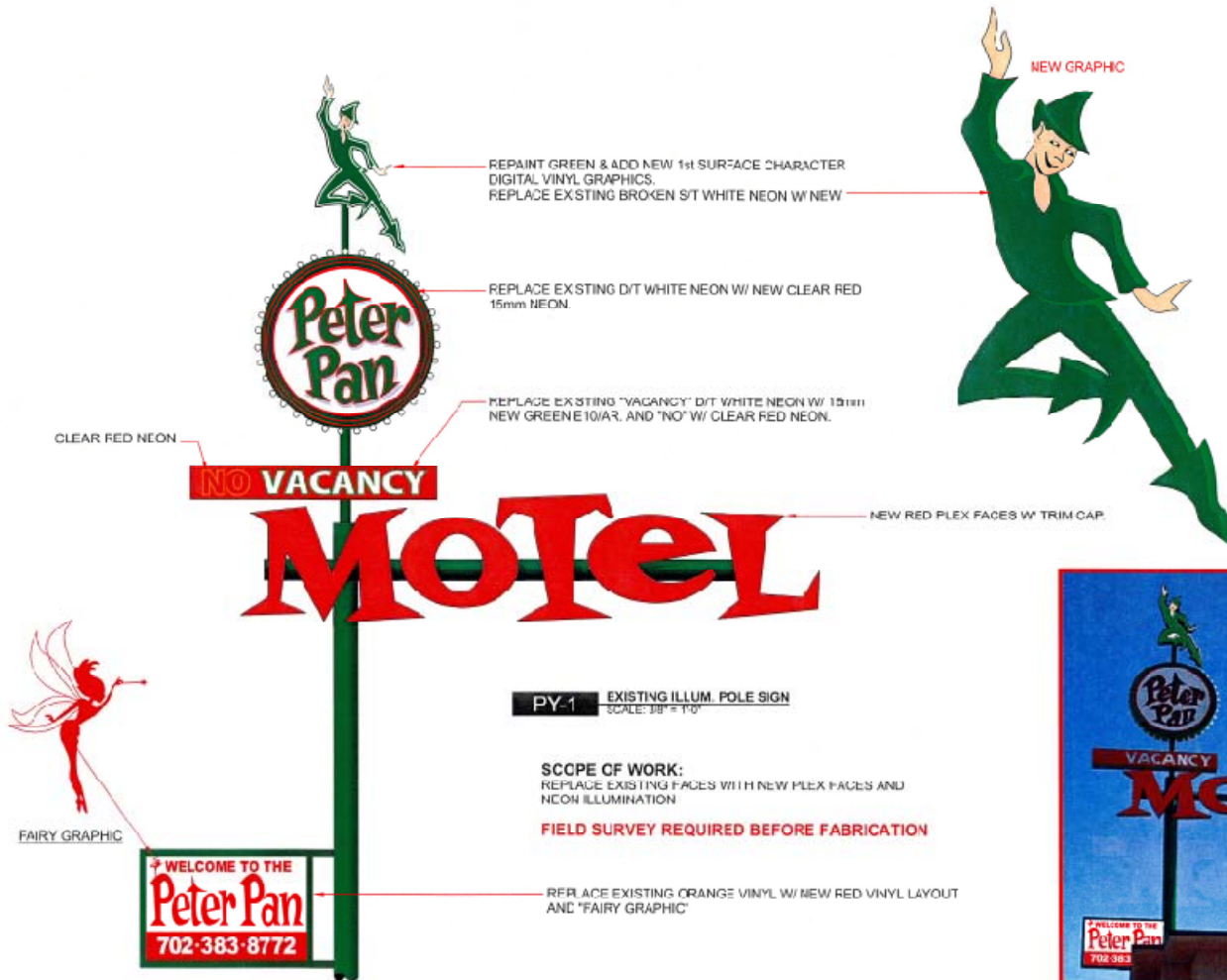
**Before Photos – Peter Pan Motel
(110 North 13th Street)**



**Before Photos – Peter Pan Motel
(110 North 13th Street)**



After Rendering – Peter Pan Motel (110 North 13th Street)



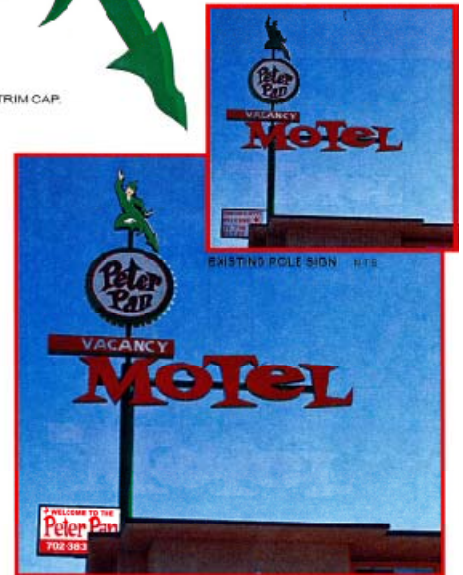
BY ADDING NEW GRAPHIC AND CHANGED NEON COLORS

PY-1 EXISTING ILLUM. POLE SIGN
SCALE: 3/8" = 1'-0"

SCOPE OF WORK:

REPLACE EXSTING FACES WITH NEW PLEX FACES AND NEON ILLUMINATION

FIELD SURVEY REQUIRED BEFORE FABRICATION



PROPOSED POLE SIGN N.T.S.

SITE MAP – PETER PAN MOTEL (110 North 13th Street)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-19-2010 - Discussion and possible action regarding a Resolution consenting to the lease of real property described as APN 139-21-313-017 by the City of Las Vegas and the City of Las Vegas Redevelopment Agency for the Las Vegas Business Center located at 1951 Stella Lake Street - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 (RA-5-2010)]

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Las Vegas Business Center (LVBC) was originally designed to facilitate the operation of a business incubator, subject to Federal funding requirements. The City of Las Vegas Redevelopment Agency (Agency) would like to lease the LVBC from the City of Las Vegas (City) in order to establish the operation of a business incubator in the LVBC for the benefit of residents in the Redevelopment Area and the city.

RECOMMENDATION:

Approval of the form of Lease Agreement between the City and the Agency, as well as authorization for the Mayor to execute said Lease Agreement.

BACKUP DOCUMENTATION:

1. Resolution R-19-2010
2. Lease Agreement
3. Site Map

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WHEREAS, the City of Las Vegas (the “City”) owns certain real property that is located at 1951 Stella Lake Street in the Redevelopment Area, and identified with parcel number APN 139-21-313-017, commonly known and referred to as the “Las Vegas Business Center” (hereinafter “LVBC”); and

WHEREAS, NRS 268.063 authorizes the City to sell, lease or dispose of real property for redevelopment or economic development purposes without first offering the real property to the public and for less than fair market value of the real property; 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

1 redevelopment in order to eliminate the environmental deficiencies and blight existing therein;
2 and

3 WHEREAS, NRS 279.470 authorizes the Agency to sell, lease, exchange,
4 subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust or otherwise or
5 otherwise dispose of any real or personal property or any interest in property; and

6 WHEREAS, the Agency desires to lease the LVBC from the City for economic
7 development and redevelopment purposes with the establishment of the Business Incubator;
8 and

9
10 WHEREAS, the Agency desires to sub-lease office space in the Business
11 Incubator to the Urban Chamber of Commerce (hereinafter "UCC"); and

12
13 WHEREAS, the UCC desires to sub-lease office space in the Business Incubator
14 and in return for less than market rate rent payments, to provide receptionist and mentoring
15 services to new and existing commercial enterprises occupying the Business Incubator; and

16
17 WHEREAS, the Agency has determined that the establishment and operation of
18 the Business Incubator will be of benefit to the Redevelopment Area and that the
19 establishment and operation of the Business Incubator is likely to (1) encourage the creation of
20 new business; (2) create jobs or other business opportunities for nearby residents; (3) increase
21 local revenues (property tax revenue, business tax revenue and sales tax revenue) from
22 desirable sources; and (4) increase levels of human activity in the area around the project; and

23 WHEREAS, the City Council of the City of Las Vegas has considered that the
24 operation of a Business Incubator in the LVBC will promote economic development and
25 redevelopment by facilitating the establishment of new commercial enterprises, as well as, the
26 retention, support and expansion of existing commercial enterprises within the Redevelopment
27 Area and the City.

28 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
the City of Las Vegas hereby finds and determines that the lease of the LVBC to the Agency

1 and the establishment of the Business Incubator in the LVBC by the Agency are for economic
2 development and redevelopment purposes, as well as to the benefit of the Redevelopment Area
3 and the City.

4 THE FOREGOING RESOLUTION was passed, adopted and approved this
5 _____ day of _____, 2010.

6 CITY OF LAS VEGAS

7
8 ATTEST: By _____
9 OSCAR B. GOODMAN, Mayor

10 _____
11 BEVERLY K. BRIDGES, MMC

12 City Clerk

13 APPROVED AS TO FORM:

14 J. Ponticello 3/1/10
15 Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is entered into this ____ day of _____, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter referred to as "Landlord"), and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a body politic and corporate of the State of Nevada, (hereinafter referred to as "Tenant").

Landlord and Tenant hereby agree to the following terms and conditions:

1. **LEASE OF PREMISES:** On the terms and conditions set forth below, Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 17,171 square feet of space located in the Las Vegas Business Center (the "Premises") in accordance with the provisions of this Lease, as depicted on Site Map – Exhibit "A" and Premises - Floor Plan, Exhibit "B", both attached hereto.

The Premises consists of Suites 14 to 26 totaling approximately 5,171 square feet of office space ideally suited for use as a business incubator ("Incubator Space"), Suites 1, 3, 5, 7, 9, 32, 34, 36, and 38 totaling approximately 10,800 square feet of light industrial/office space ideally suited for sublease to businesses ("Sublease Space") and Suite 30 totaling approximately 1,200 square feet ideally suited for use as a common area ("Common Area"), all of which are more fully depicted in the Incubator Space – Floor Plan, Sublease Space – Floor Plan and Common Area - Floor Plan, Exhibits "C", "C-1", and "C-2" respectively, also attached hereto.

2. **TERM:** The term of this Lease shall be for eleven (11) years from the Effective Date. The Lease may be terminated by mutual consent of Landlord and Tenant at any time during the term.

3. **PERMITTED USE:** The Premises shall be used for the operation of a business incubator and the Sublease Space shall be used for sublease as light industrial/office space to encourage the creation of new businesses, jobs or other business opportunities.

4. **COMPENSATION:** Tenant agrees to pay Landlord the amount of Twelve Dollars (\$12.00) per year during the term of this Lease. Tenant agrees to pay Landlord the rent annually in advance beginning on April 1, 2010 and on or before the 1st day of April of each subsequent year during the term of this Lease.

5. **MAINTENANCE AND UTILITIES:** Tenant shall maintain the Premises in good order; shall make all necessary repairs on a timely basis and shall perform cleaning duties on a regular basis.

6. **COMPLIANCE WITH LAWS:** During the term of this Lease, Tenant shall not use or knowingly permit any person to use all or any portion of the Premises being leased in any manner which violates any laws, ordinances or regulations of the United States; the State of Nevada; Clark County, Nevada; or the City of Las Vegas, Nevada; or any other governmental authority having jurisdiction over the Premises.

7. **HAZARDOUS WASTE:** Tenant shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited on or in the Premises by Tenant, its agents, employees, contractors, invitees or sub lessees. Tenant shall also not store any motor vehicle on the Premises that is leaking oil, gasoline or any other hazardous waste or substance.

8. **SURRENDER OF PREMISES:** Upon the expiration or termination of this Lease, Tenant shall immediately return the Premises to Landlord in the same condition, or better, as at the date first set forth on Page 1, as the date of this lease. Any damage to the Premises resulting from Tenant's use of said Premises (including but not limited to oil, gasoline or any other hazardous waste or substance) or removal of Tenant's fixtures, furnishings and equipment shall be immediately repaired or remediated by Tenant at Tenant's expense.

9. **ACCESS TO PREMISES:** Landlord shall deliver to Tenant the right to use, possession and occupancy of the Premises. Tenant acknowledges that Landlord will have unrestricted access to the Premises throughout the term of this Lease, unless Landlord deems it necessary under certain situations or conditions to not allow access to the Premises. Landlord agrees to provide reasonable timely notice to Tenant in the event access is not allowed to the Premises.

10. **DEFAULT:**

10.1 The following events of any one or more of them shall be events of default under this Lease:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any compensation to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notification is issued that payment is delinquent.
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease for thirty (30) days after written notice from Landlord to Tenant.

10.2 If there is an event of default under this Lease, Landlord may terminate this Lease by a notice in writing to Tenant on a date (Termination Date) specified in the notice (which may be the date the notice is given), without any right by the Tenant to reinstate its rights by paying any compensation or other sum which is due or otherwise curing the situation which constituted an event of default.

11. **INDEMNIFICATION:** Subject to the limitations in NRS Chapter 40, Tenant shall defend, indemnify and hold Landlord harmless against and from loss, liability and claims of any kind for claims or liens against the Premises, loss or damage to property, or for any injury to or death of any person arising out of Tenant's use and occupancy of the Premises, or any work or activity allowed or suffered by Tenant on or about the Premise.

12. **SUB-LEASE OR LICENSE OF PREMISES:** Landlord will allow Tenant to sub-lease or license the Premises. Tenant will be required to submit the forms of any sub-lease or license

agreements to Landlord for review and approval before using said agreements to sub-lease or license any part of the Premises.

Landlord reserves the right to prohibit Tenant from entering into any sub-lease or license for the Premises with a sub-lessee or licensee to operate any business or for any purpose that is inconsistent with the goals or objectives of the City of Las Vegas Redevelopment Plan, Nevada Revised Statutes (NRS) 279 or is in violation of any City of Las Vegas Municipal Ordinance.

13. **INSURANCE:** Tenant is self-insured in compliance with the requirements of NRS. Tenant agrees to incorporate language in any sub-lease or license agreement for the Premises to require any and all sub-lessees or licensees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the entire term of any applicable sub-lease or license agreement. All said insurance policies shall name the Landlord and Tenant as additional insureds.

14. **NOTICES:** Any notice or other communication required or permitted to be given under this Lease (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: City of Las Vegas
Dept. of Neighborhood Services
400 Stewart Ave., 2nd Floor
Las Vegas, NV 89101
Attn: Director

COPY TO: City of Las Vegas
City Attorneys' Office
400 Stewart Ave., 9th Floor
Las Vegas, NV 89101

LESSEE: City of Las Vegas Redevelopment Agency
400 Stewart Ave., 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

15. **ANNUAL NON-APPROPRIATION CLAUSE:** The payment of any rent or maintenance and utility costs by Tenant is subject to an annual budget approval from the Tenant's governing Board and the availability of Tenant's funds.

16. **NO WAIVER:** No waiver of any of the provisions of this Lease 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.

17. **HEADINGS AND INTERPRETATION:** Headings used in this Lease 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 Lease shall include all sections and subsections related thereto.

18. **CHOICE OF LAW:** This Lease and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

19. **SEVERABILITY:** If any term, covenant, condition or provision of this Lease, 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 of the terms, covenants, conditions or provisions of this Lease, 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.

20. **FORCE MAJEURE:** Landlord and Tenant shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

21. **MODIFICATIONS OR AMENDMENTS:** Upon approval of this initial Lease by the City Council and after it has been fully executed by signature of all parties, the City Manager shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation, or to amend this Lease during the original term of this Lease. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by all parties hereto.

22. **EFFECTIVE DATE:** The effective date of this Lease shall be the date this Lease is approved by the Las Vegas City Council.

.....

.....

.....

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives the day and year first written above.

“Landlord”

CITY OF LAS VEGAS

ATTEST:

Beverly K. Bridges, MMC
City Clerk

By _____
OSCAR B. GOODMAN
MAYOR

“Tenant”

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

ATTEST:

Beverly K. Bridges, MMC
Secretary

By _____
ELIZABETH N. FRETWELL
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

J. Ponticello 3/1/10
Chief Deputy City Attorney Date

Exhibit "A"

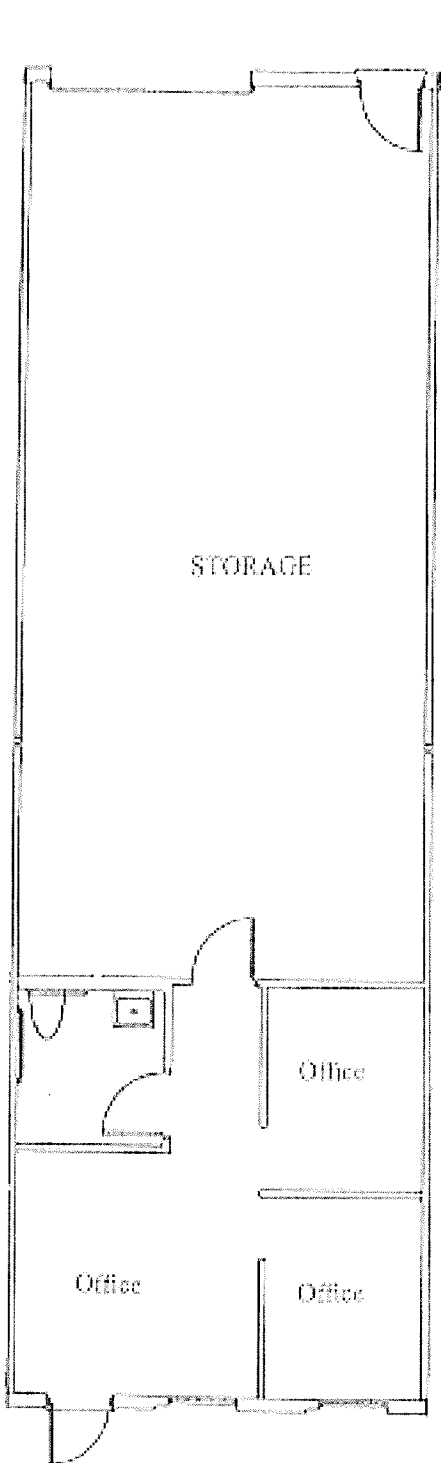
Site Map

1951 Stella Lake Street
Las Vegas Business Center (LVBC)

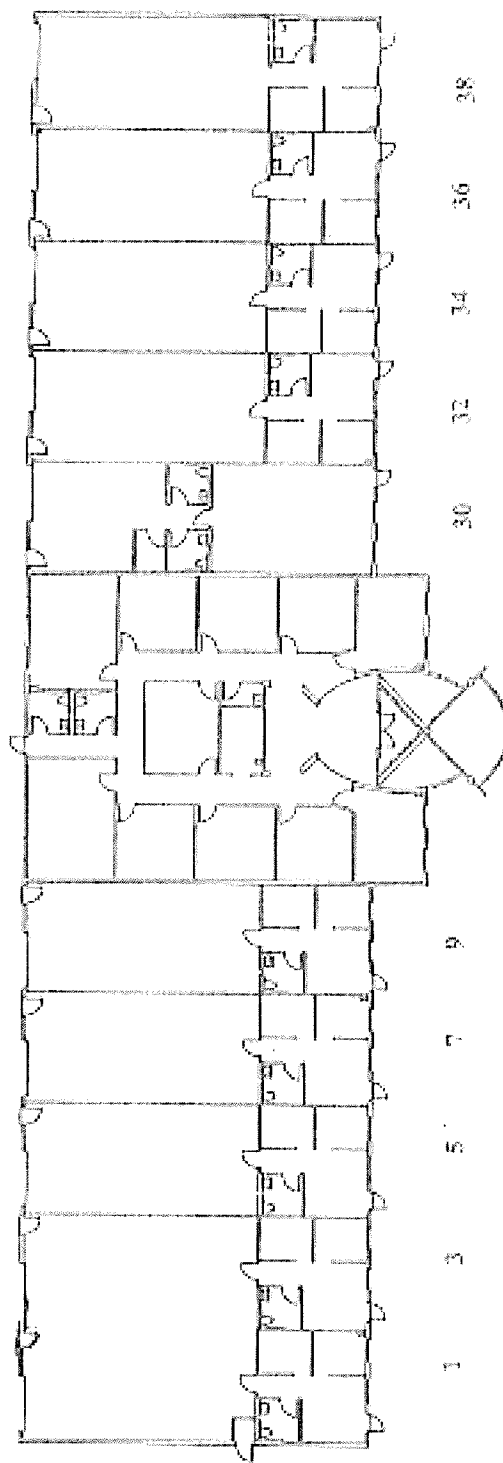


Exhibit "B"

Premises – Floor Plan



Suite 9



14-26

Exhibit "C"

Incubator Space – Floor Plan

Suites 14 to 26

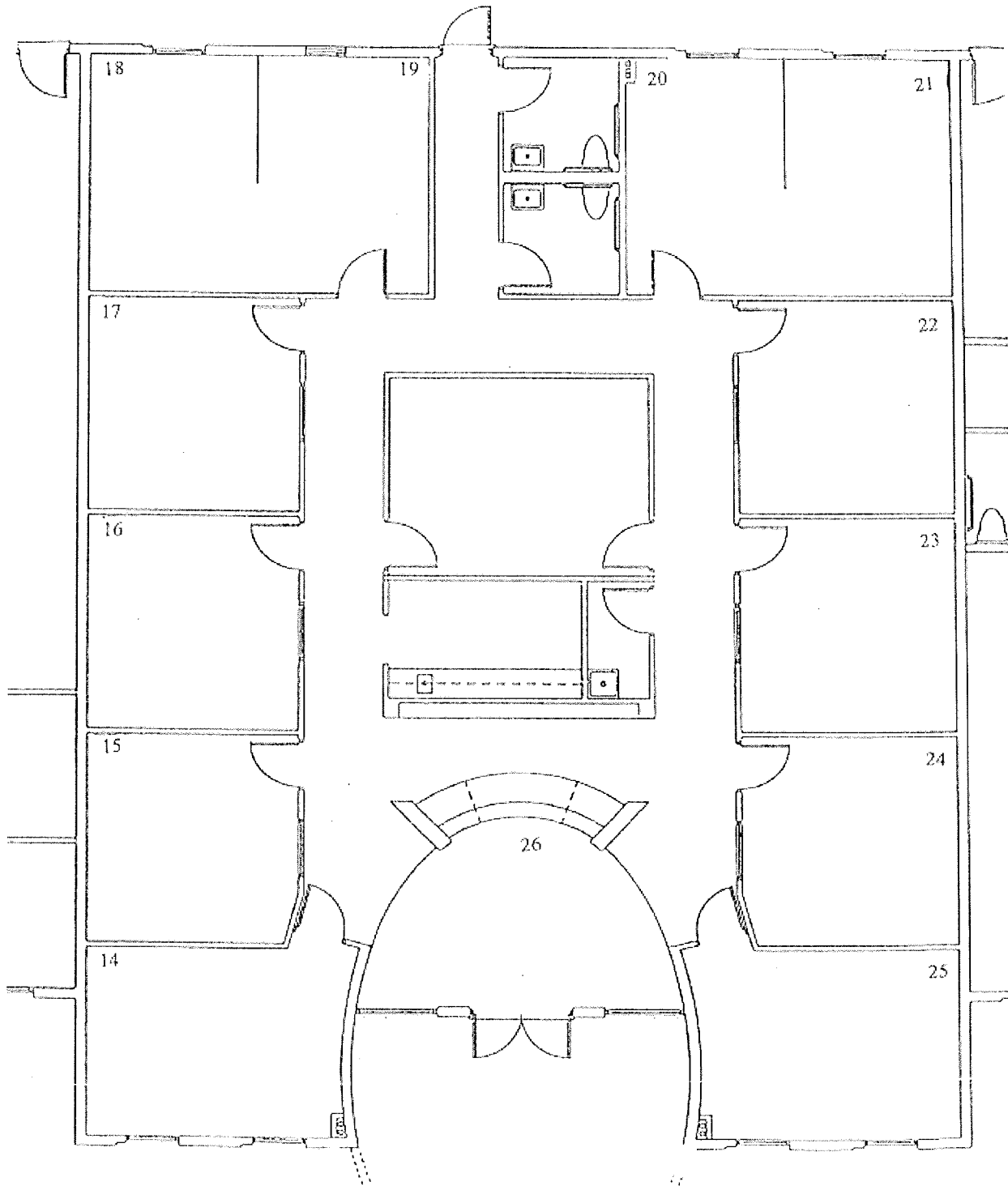


Exhibit "C-1"

Sublease Space - Floor Plan

Suites 1, 3, 5, 7, 9, 32, 34, 36 and 38

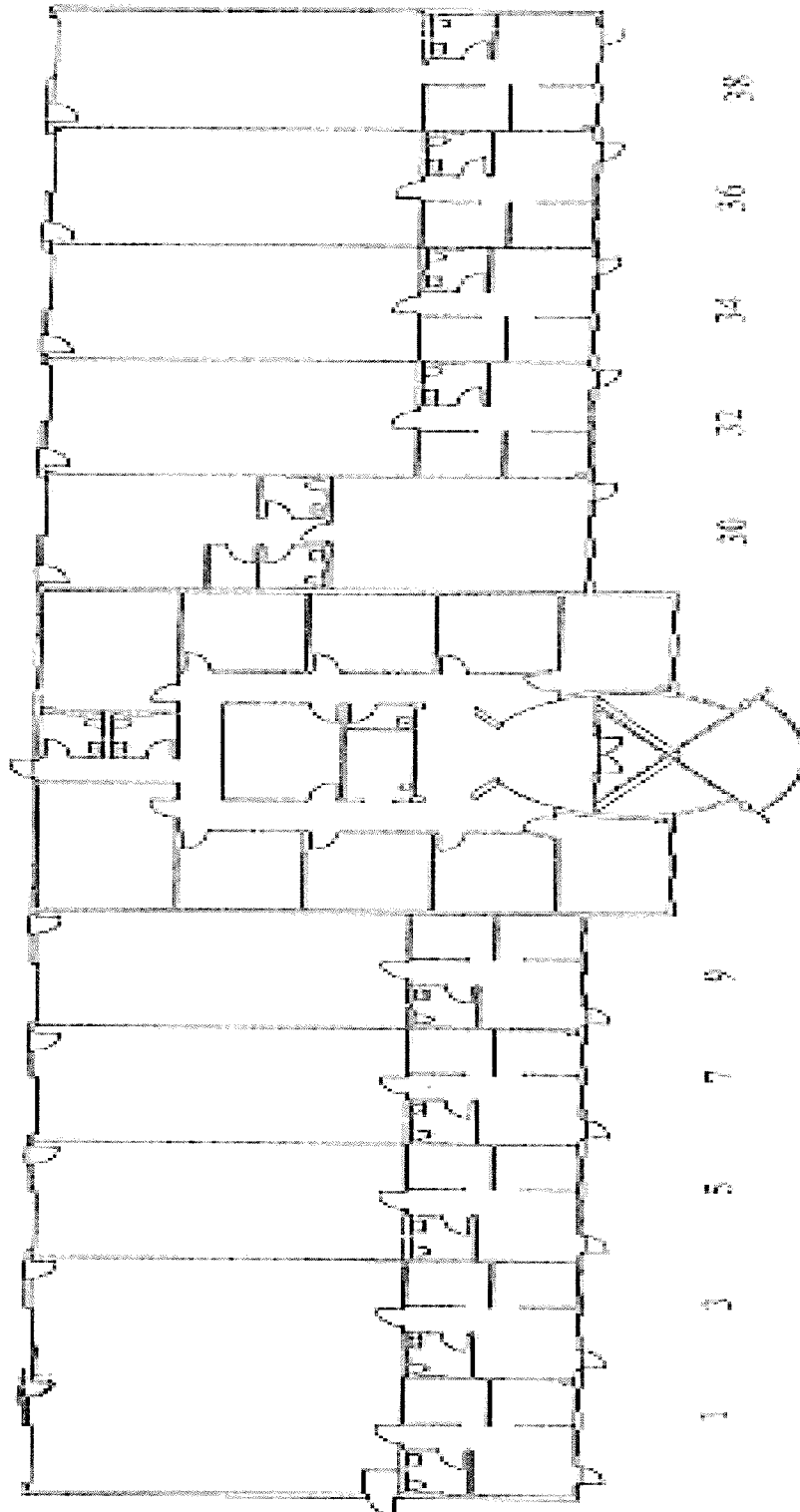
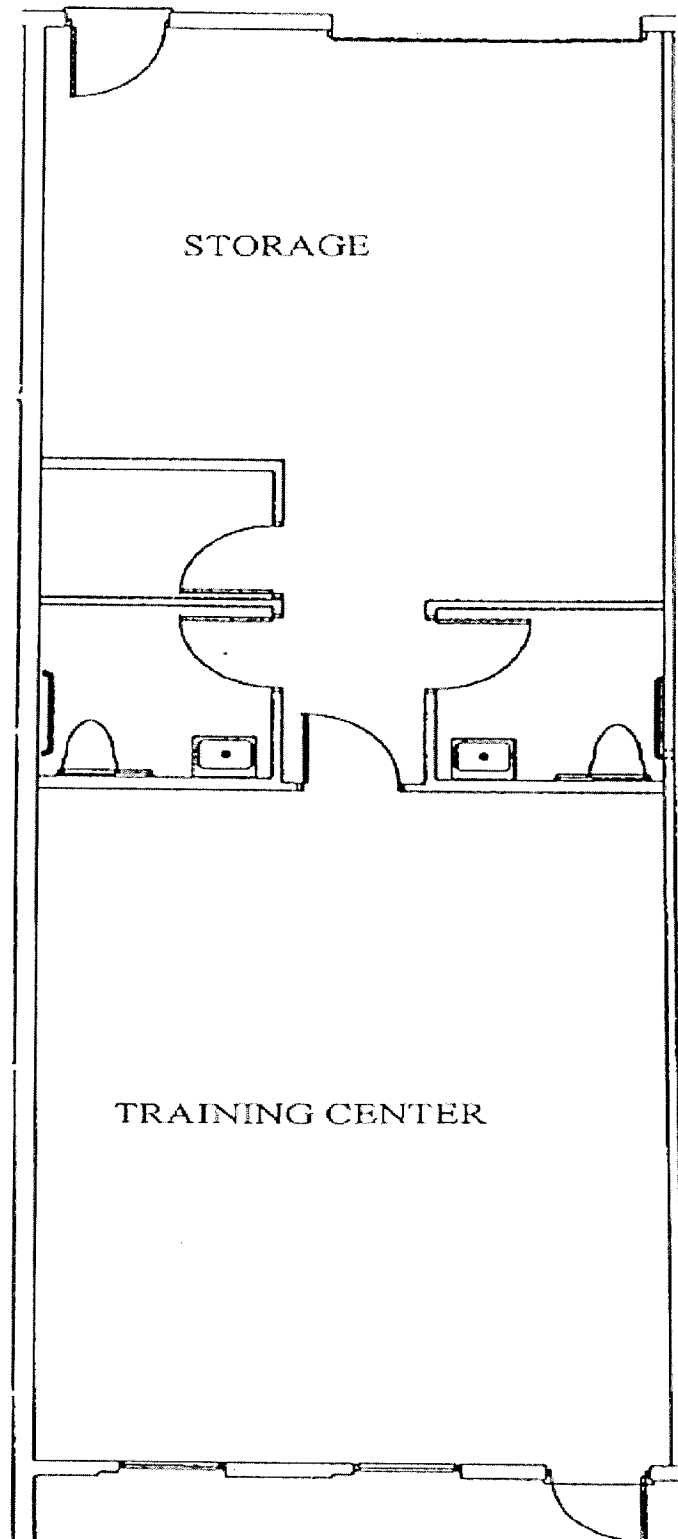


Exhibit "C-2"

Common Area - Floor Plan

Suite 30



SITE MAP

Las Vegas Business Center (LVBC)

1951 Stella Lake Street



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Lisa B. Sherman, Term Expires 4/1/2010, and Malcolm D. White, Term Expires 4/7/2010

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This board consists of 15 members appointed by the City Council. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Both Ms. Sherman and Mr. White are eligible and wish to be reappointed.

RECOMMENDATION:

Options are:

Reappoint Ms. Sherman or appoint a new member to fill the seat

Reappoint Mr. White or appoint a new member to fill the seat

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Memo from Billie M. Bastian, Director, Leisure Services Department regarding Lisa B. Sherman
3. Memo from Billie M. Bastian, Director, Leisure Services Department regarding Malcolm D. White
4. Board Interest Forms from Audrey Asselin, Victor Cochran and Vernell McNeal

Park and Recreation Advisory Commission

Name		Appointment Date	Expiration Date	Recommended By:
1	Lisa B. Sherman Ward 2 Address	4 /1 /1992 Reapp: 4/5/1995 3/23/1998 3/7/2001 3/17/2004 3/7/2007	4/1/2010	Wolfson
2	Malcolm D. White Ward 4 Address	11/7 /2001 Reapp: 4/7/2004 3/7/2007	4/7/2010	Reese
3	Brent Blackburn Ward 3 Address	10/18/2000 Reapp: 12/5/2001 1/5/2005 12/19/2007	1/6/2011	Reese
4	Stavan R. Corbett Ward 3 Address	11/2 /2005 Reapp: 10/15/2008	11/2/2011	Brown
5	Craig Ballew County Address	12/3 /2008 Reapp:	12/3/2011	Brown
6	Harry Lee Ward 6 Address	12/6 /2006 Reapp: 12/3/2008	12/7/2011	Ross
7	William Teel Ward 6 Address	12/17/2008 Reapp:	12/17/2011	Reese
8	Kyle Stephens Ward 1 Address	11/7 /2007 Reapp: 12/17/2008	1/8/2012	Tarkanian
9	Adrroushan (Andy) Armenian County Address	6 /4 /2008 Reapp: 1/21/2009	2/5/2012	Steinman
10	William McCurdy Ward 5 Address	12/5 /2001 Reapp: 1/22/2003 1/18/2006 1/21/2009	2/20/2012	Steinman
11	Tom McGrath Ward 1 Address	3 /1 /2006 Reapp: 02/18/2009	3/1/2012	Tarkanian

Name	Appointment Date	Expiration Date	Recommended By:
12 Laurie R. Buchman Ward 2 Address	9 /17/2008 Reapp: 03/04/2009	3/24/2012	Reese
13 Charles Foger Ward 5 Address	11/6 /2002 Reapp: 2/19/2003 3/1/2006	3/24/2012 03/04/2009	Reese
14 Michael R. Aker	10/4 /2006 Reapp: 11/15/2006 12/2/2009	12/12/2012	Reese
15 Letia (Lee) M. Heenan Ward 1 Address	9 /1 /1974 Reapp: 12/15/1997 1/3/2001 12/16/2009	1/7/2013 1/7/2004 12/20/2006	Reese

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Leisure Services

To: Beverly Bridges, City Clerk

From: Billie M. Bastian, Director 

CC:

Date: February 24, 2010

Re: Re-Appointment of Lisa Sherman, Parks and Recreation Advisory Commission

Ms. Lisa Sherman, of the Parks and Recreation Advisory Commission, has expressed her desire to be re-appointed to the Commission. Ms. Sherman's term is due to expire on March 7, 2010.

Ms. Sherman was originally appointed in 1992, and represents Ward 2. Since that time, Ms. Sherman has had an excellent attendance record, missing only two meetings within the last fourteen months.

Ms. Sherman is a valued member of this commission and I highly recommend her re-appointment.

Memorandum

City of Las Vegas
Leisure Services

To: Beverly Bridges, City Clerk

From: Billie M. Bastian, Director *Billie M. Bastian*

CC:

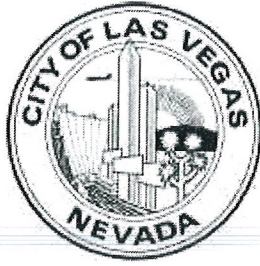
Date: February 23, 2010

Re: Re-Appointment of Malcolm White, Parks and Recreation Advisory Commission

Mr. Malcolm White, of the Parks and Recreation Advisory Commission, has expressed his desire to be re-appointed to the Commission. Mr. White's term is due to expire on March 7, 2010.

Mr. White was originally appointed in 2001, re-appointed in 2004 and 2007 by Mayor Pro-Tem Reese (Ward 4), and currently serves as the Board Chairperson. Since that time Mr. White has had an excellent attendance record, missing only one meeting within the last fourteen months.

Mr. White is a valuable member of this commission and I highly recommend his re-appointment.



**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: Audrey Asselin

Home Street Address: 7021 Aviano Pines

City: LV NV ZIP Code: 89129

Work Street Address: 1009 Whitney Ranch

City: Henderson ZIP Code: 89014

Employer: TRC Occupation: Civil Engineer

Home Phone Number: 702.655.1002 Work Phone Number: 702.248.6415

Other ^{cell} Phone Number: 702.499.2958 Email Address: aasselin@trcsolutions.com

Please list the boards, commissions, or committees that you are interested in serving on:

- ① Community Development Recommending Board,
- ② Conservation District of Southern Nevada,
- ③ Historic Preservation Commission,
- ④ Neon Museum Board,
- ⑤ Parks & Rec Advisory Commission
- ⑥ Planning Commission
- ⑦ Redevelopment Agency
- ⑧ Regional Flood Control District
- ⑨ Traffic & Parking Commission
- ⑩ Bus Bench/Shelter Constr. & Maint.

For office use only

CLV Y ☒ N ☐

Ward 4

Date 2/9/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA Conference Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

Audrey Asselin, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Engineering Director

4/2007 through present

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations

8/2006 through 4/2007

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

Centex Homes

Land Development Manager

4/2004 through 7/2006

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
 - Land Acquisition research and analysis to help determine profit potential
 - Land Acquisition Pro formas
 - Coordination and Management of Engineering Documents, Entitlements and schedules
 - Value Engineering of each facet of construction for Land Development
 - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
 - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
 - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
 - Bond exoneration and utility refund analysis in order to close out jobs and budgets
 - Bi-party and Tri-party contract and budget management
 - Training and protocol development for Forward Planning, Land Development Management and Field Operations

S. E. A.
Drafter

9/1985 through 7/1987

J. M. Montgomery Engineers
Drafter and Runner

9/1983 through 9/1985

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277



RECEIVED
CITY CLERK

2008 NOV 17 A 11:30

City of Las Vegas Board, Commission, or Committee Interest Form

Name: Victor Cochran
Home Street Address: ~~3304 Rabbit Brush Court~~ 10701 Angelo Tenero Ave
City: Las Vegas ZIP Code: 89135
Work Street Address: Retired
City: _____ ZIP Code: _____
Employer: _____ Occupation: _____
Home Phone Number: _____ Work Phone Number: _____
Other Phone Number: 805 390-9207 cell Email Address: vmcochran@earthlink.net

Please list the boards, commissions, or committees that you are interested in
serving on:

Park & Recreation Advisory Commission
Citizens Priority Advisory Committee CPAC

For office use only

CLV Y N

Ward N/A

Date 11/21/08

Extended 10/27/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Foxmoor HOA President - Westlake, CA 5 Yrs on board

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

BS UCLA

MBA UCLA

Corporate Controller \$200 million company

35 Yrs budgeting & planning experience

RE Broker CA & NV

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*



RECEIVED
CITY CLERK

2009 MAR 27 A 10:46

City of Las Vegas Board, Commission, or Committee Interest Form

Name: VERNELL P. MCNEAL

Home Street Address: 1700 ALTA DR. #2089

City: LAS VEGAS ZIP Code: 89106

Work Street Address: 2280 N. LAS VEGAS BL.

City: N. LAS VEGAS ZIP Code: 89030

Employer: WALGREENS Occupation: ASST. MGR.

Home Phone Number: 868-8899 Work Phone Number: 649-1415

Other Phone Number: NA Email Address: VERNELL.MCNEAL@YAHOO.COM

Please list the boards, commissions, or committees that you are interested in serving on:

CONSERVATION DISTRICT OF SO. NEVADA

PARKS AND RECREATION ADVISORY COMMITTEE

For office use only

CLV Y ☒ N ☐

Ward 5

Date 4/13/09

[Signature]

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

LAS VEGAS TRAFFIC AND PARKING COMMISSION

LAS VEGAS TRAFFIC SIGNAL CAPITAL IMPROVEMENTS ADVISORY Comm.

NEVADA TEST SITE COMMUNITY ADVISORY BOARD

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I HAVE A STRONG DESIRE TO SERVE MY

COMMUNITY. THIS IS ONE WAY THAT I CAN HELP

MAKE LAS VEGAS A NICE PLACE TO LIVE AND GIVE

BACK FOR THE GOOD LIFE THAT I'VE BEEN BLESSED

WITH. I AM CURRENTLY SERVING ON THE ABOVE LISTED BOARDS

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Vernell P. McNeal
1700 Alta Dr. #2089
Las Vegas, NV. 89106
(H) 702-868-8899
(C) 702-439-2873

OBJECTIVE

To secure a position where I can use my diversified background, experience, education, and skills.

SKILLS

U.S. Marine Corps Veteran
Managerial Experience
Strong Leadership/Supervisory Skills
Computer Literate

WORK EXPERIENCE

Sept. 05 – Present Walgreens Drug Store Las Vegas, NV.
Assistant Manager

Responsible for supervising associates in the front end of the store. Ensuring that our customers receive a high level of outstanding service. Audit registers, evaluate staff, and ensure company policies are followed.

Oct. 03 – Sept. 05 Savers Thrift Store Las Vegas, NV.
Operations Supervisor / Store Loss Prevention Specialist

Responsible for managing the day to day functions of the sales floor. Direct team members in various departments, monitor performance, give feed back and manage all aspects of the store when the Store Manager is not present.

June 99 – Oct. 03 Sav-On Drug Store Las Vegas, NV.
Assistant Manager

Assisted the General Manager in managing the operation of the store. Supervised the checkout area of the store, trained associates in the proper performance of their duties, performed all cash handling procedures, performed opening and/or closing procedures.

Aug. 98 – Sept. 00

In-Flight Sales, Inc.

El Segundo, CA.

Security Agent

Examined and transported merchandise to be sold aboard major airlines as duty free items. Notified appropriate government agencies when violations were discovered. Holder of FAA and U.S. Customs Service Security Clearances.

May 97 – Aug 98

FTS, Inc

Ontario, CA.

Distribution Supervisor

Responsible for training directing, and overall supervision of 3 lead men and approximately 25 warehouse workers in the areas of shipping/receiving, customer service, inventory control and order pulling.

June 81 – May 97

CA. Dept. of Corrections

California

Correctional Sergeant

Responsible for the safety and well being of the public, staff, and inmates in CA. state prisons. Supervised Peace Officers and other staff in inmate housing units, work areas, and recreation areas. Trained staff in the proper use of firearms, chemical agents, and self defense. Served 10+ years as a SWAT member/instructor. Recipient of the CA. Distinguished Service Medal.

EDUCATION

- Las Vegas Citizens Police Academy, Las Vegas, NV. 8/07 - 11/07
-
- Clark County Election Board Officer Training, N. Las Vegas, NV. 6/06
-
- Las Vegas Citizens Fire Academy, Las Vegas, NV. 2/06 - 5/06
-
- Las Vegas Citizens Leadership Academy, Las Vegas, NV. 9/04 - 12/04
-
- Community Emergency Response Team Training (LVFR/FEMA), Las Vegas, NV. 05/02
-
- American Red Cross Disaster Action Team Training, Las Vegas, NV. 12/02-06/02
-
- CA. State Supervisors Training Academy, Sacramento, CA. 09/04
-
- Effective Supervision-Cal Poly University, Pomona, CA. 01/90-12/91
-
- FBI Officers Training Academy, San Bernardino, CA. 11/87
-
- CA. Hostage Negotiations Academy, Sacramento, CA. 03/87
-
- CA. SWAT Academy, Sacramento, CA. 10/84
-
- Correctional Academy, Sacramento, CA. 06/81
-
- General Business-Mt. San Antonio College, Walnut, CA. 08/78-01/81

COMMUNITY ACTIVITIES

Nevada Atomic Test Site Community Advisory Board Member (Since 4/06)

Las Vegas Traffic Signal Capital Improvements Advisory Committee (Since 6/05)

Las Vegas Traffic And Parking Commissioner (Since 5/05)

American Red Cross Disaster Action Team Member (Since 6/03)

Las Vegas Community Emergency Response Team Member (6/02)

Clark County Election Board Officer (Since 5/02)

VOLUNTEER ACTIVITIES

Committee to Re-elect Mayor Oscar Goodman, Las Vegas, NV. - 2007

Conference Ambassador - Metropolitan Fire Chiefs Conference, Las Vegas, NV.
- 06/06

Official Host - 74th Annual US Conference of Mayors, Las Vegas, NV. - 05/06

Las Vegas Strategic Planning Session, Las Vegas, NV. - 11/05

Committee to Re-elect Mayor Oscar Goodman, Las Vegas, NV. - 2002

Committee to Re-elect Councilman Lawrence Weekly, Las Vegas, NV. - 2002

Mentor - MADD Dads, Inglewood, CA. Chapter - 1997/1999

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2010-13 – Revises and updates provisions governing 1) master sign plans, and 2) general plan amendment and rezoning decisions. (TXT-36168, TXT-36325 and TXT-36494)
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 and update provisions governing 1) master sign plans, and 2) general plan amendment and rezoning decisions. The changes concerning master sign plans clarify the relationship of such plans to Code provisions governing signs. The changes concerning general plan amendments and rezonings provide clarification regarding decisions on multiple-parcel applications.

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. 2010-13

1 **BILL NO. 2010-13**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE RELATED TO ZONING; REVISING PROVISIONS GOVERNING THE
4 EFFECT OF MASTER SIGN PLANS; UPDATING PROVISIONS GOVERNING GENERAL PLAN
AMENDMENTS AND REZONINGS; AND PROVIDING FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler, Director of
6 Planning and Development

Summary: Revises and updates provisions
governing 1) master sign plans, and 2) general
plan amendment and rezoning decisions.

7 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
8 AS FOLLOWS:

9 SECTION 1: Title 19, Chapter 14, Section 130, Subsection (B), of the Municipal
10 Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

11 (B) Applicability.

12 (1) A Master Sign Plan shall be submitted and approved before any on-premises signage
13 may be installed for the following:

14 (a) Any non-residential project with a site larger than fifteen net acres; or

15 (b) Any non-restricted gaming establishment.

16 (2) A Master Sign Plan may be submitted for any development or property not otherwise
17 required to submit a Master Sign Plan to accomplish one or more of the following:

18 (a) To establish the requirements and limitations for signs located in the Gaming
19 and Downtown Overlay districts, and [any uses] for signs relating to uses that are not regulated
20 elsewhere in this Chapter [located] and that are located on property in the Planned Community and
21 Planned Development Districts;[or]

22 (b) To establish requirements and limitations for signs in a specific development[.]
23 that are more restrictive than would otherwise be required by this Chapter; or

24 (c) To satisfy a condition or requirement imposed by the Planning Commission or
25 City Council.

26 SECTION 2: Title 19, Chapter 14, Section 130, Subsection (D), of the Municipal
27 Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

28 (D) Procedures.

1 (2) Conditions of Approval. In approving a Master Sign Plan, the Planning Commission
2 may impose the following conditions, restrictions or limitations as the Commission may determine
3 to be necessary to meet the general purpose and intent of this Title and to ensure that the public health,
4 safety and welfare are being maintained. All signs in the Master Sign Plan shall:

5 (a) Either conform to all standards for the zoning district in which the sign will be
6 located, under Section 19.14.060, or establish [the] sign requirements and limitations that are more
7 restrictive than those set forth in this Chapter and that are consistent with the standards and criteria
8 set forth in the following Subparagraphs (b) through (g). Master Sign Plans may also be used to
9 establish the requirements and limitations for signs located in the Gaming and Downtown Overlay
10 districts, and the Planned Community and Planned Development Districts;

11 (b) Conform to the Residential Protection Standards set forth in Section 19.14.070;

12 (c) Conform to site plan and development standards regarding circulation and
13 emergency exit patterns, parking and loading requirements and other standards related generally to the
14 location of structures within a development;

15 (d) Be compatible with the architectural characteristics and spatial relationships
16 of the buildings on which the signs are attached, and the placement of freestanding signs on the site,
17 when considered in terms of location, scale, proportion, color, materials, and illumination;

18 (e) Be professionally designed and fabricated from materials that meet the physical
19 demands of an urban setting;

20 (f) Be creative in the use of two- and three-dimensional forms, iconographic
21 representations, illumination and graphic design, including the use of color, pattern, typography, and
22 materials; and

23 (g) Be designed as attractive and complementary features of the development,
24 which it serves.

25 SECTION 3: Title 19, Chapter 14, Section 130, Subsection (F), of the Municipal
26 Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

27 (F) Effect. After approval of a Master Sign Plan, or amended Master Sign Plan, no sign shall be
28 erected, placed, or altered, except in conformance with the Master Sign Plan, and the Master Sign Plan

1 shall be enforced in the same way as any provision of this Chapter. [The provisions of this Chapter
2 shall be in force for any provisions not established in a Master Sign Plan. In case of any conflict
3 between the provisions of a Master Sign Plan and any other provision of this Chapter, the Master Sign
4 Plan shall control.]

5 SECTION 4: Title 19, Chapter 18, Section 30, Subsection (B), of the Municipal Code
6 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

7 (B) Authority. Whenever the public health, safety and general welfare requires, the City Council
8 may, upon a resolution of the Planning Commission carried by the affirmative votes of not less than
9 five members, or upon review of a requested General Plan Amendment which has not been approved
10 by resolution of the Planning Commission, change the General Plan land use designation for any
11 parcel or area of land to allow different zoning classifications. Subsequent growth and development
12 factors in the community may be considered, among other factors, when determining whether such
13 amendment to the General Plan promotes the public health, safety and general welfare. For purposes
14 of this Subsection (B), the Planning Commission's resolution may be in the form of a vote reflected
15 in the minutes of the Planning Commission meeting.

16 SECTION 5: Title 19, Chapter 18, Section 30, Subsection (F), Paragraph (3), of the
17 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

18 (3) Planning Commission Decision.

19 (a) A decision to recommend approval of a General Plan Amendment shall be by
20 resolution of the Planning Commission with the affirmative votes of not less than two-thirds of the
21 total membership of the Commission. For purposes of this Paragraph (a), the Planning Commission's
22 resolution may be in the form of a vote reflected in the minutes of the Planning Commission meeting.

23 The Planning Commission may approve[, approve with conditions,] or deny an application for a
24 General Plan Amendment.

25 (b) In making a decision to approve the proposed General Plan Amendment, the Planning
26 Commission shall consider the facts presented at the public hearing and shall make the determinations
27 contained in Subsection (I) of this Section. The Planning Commission may consider recommending
28 [the amendment of only a portion of the land described in the application or amend all or a portion of

1 the application to a more restrictive land use category.];

2 (i) The approval of a more restrictive land use category than that set forth in the
3 application; or

4 (ii) The amendment of fewer than all parcels described in the application to either
5 the land use category requested in the application or a more restrictive land use category, but only if
6 such parcels are distinct legal parcels .

7 (c) Following the hearing, the Planning Commission shall make its decision to either
8 recommend approval or denial of the application.

9 SECTION 6: Title 19, Chapter 18, Section 30, Subsection (H), Paragraph (2), of the
10 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

11 (2) City Council Action.

12 (a) Decision. The City Council may approve[, approve with conditions,] or deny a
13 proposed General Plan Amendment. In making a decision to approve the proposed General Plan
14 Amendment, the City Council shall consider the recommendation of the Planning Commission and
15 the facts presented at the public hearing. The City Council may consider [the amendment of only a
16 portion of the land described in the application or may amend all or a portion of the application to a
17 more restrictive land use category.] :

18 (i) The approval of a more restrictive land use category than that set forth in the
19 application; or

20 (ii) The amendment of fewer than all parcels described in the application to either
21 the land use category requested in the application or a more restrictive land use category, but only if
22 such parcels are distinct legal parcels.

23 (b) Change to More Restrictive Category. If at the Council hearing, the applicant proposes
24 amending the application to a more restrictive land use category, the City Council has the option to
25 refer the application back to the Planning Commission for consideration.

26 (c) Significant Changes. If the applicant proposes significant changes to the application
27 during the hearing or if new information is presented that significantly changes the nature and scope
28 of the application, the request should be referred back to the Planning Commission for consideration.

1 SECTION 7: Title 19, Chapter 18, Section 30, Subsection (H), Paragraph (3), of the
2 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

3 (3) Notice of City Council Decision. Following the hearing on a proposed General Plan
4 Amendment, the City Council shall reach a decision concerning the proposal. The decision shall
5 include reasons for the decision, [and, if the decision is to approve the Amendment, any modifications,
6 conditions or limitations that the Council may impose.] Written notice of the decision shall be
7 provided to the applicant, agent or both. A copy of the notice shall also be filed with the City Clerk,
8 and the date of the notice shall be deemed to be the date that notice of the decision is filed with the
9 City Clerk.

10 SECTION 8: Title 19, Chapter 18, Section 40, Subsection (H), Paragraph (3), of the
11 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

12 (3) Planning Commission Decision. Following the public hearing or hearings, the Planning
13 Commission shall make its recommendations concerning the application for rezoning. The
14 recommendation may be for approval[, approval with conditions,] or denial. In considering whether
15 to recommend approval or denial of an application, the Planning Commission may, when it appears
16 necessary or expedient, consider [the rezoning of only a portion of the land described in the
17 application for rezoning, or it may recommend that all or a portion of the property be rezoned to a
18 more restrictive classification.] recommending:

19 (a) The approval of a more restrictive zoning classification than that set forth in the
20 application; or

21 (b) That fewer than all parcels described in the application be rezoned to either the zoning
22 classification requested in the application or a more restrictive classification, but only if such parcels
23 are distinct legal parcels.

24 SECTION 9: Title 19, Chapter 18, Section 40, Subsection (J), Paragraph (2), of the
25 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

26 (2) City Council Decision.

27 (a) Decision. The City Council may approve[, approve with conditions,] or deny an
28 application for a rezoning. In considering whether to approve or deny an application, the City Council

1 may consider [the rezoning of only a portion of the land described in the application for rezoning or
2 amend all or a portion of the application to a more restrictive zoning classification.] :

3 (i) The rezoning of the property to a more restrictive zoning classification than that
4 set forth in the application; or

5 (ii) The rezoning of fewer than all parcels described in the application to either the
6 zoning classification requested in the application or a more restrictive classification, but only if such
7 parcels are distinct legal parcels.

8 (b) Change to More Restrictive Zoning. If, at the public hearing, the applicant proposes
9 amending the rezoning application to a more restrictive zoning classification, the City Council may
10 act on the request or refer the application back to the Planning Commission for consideration.

11 (c) Significant Changes to Application. If the applicant proposes significant changes to
12 the application during the hearing, or if new information is presented that significantly changes the
13 nature and scope of the application, the request should be referred back to the Planning Commission
14 for consideration.

15 SECTION 10: Title 19, Chapter 18, Section 40, Subsection (J), Paragraph (3), of the
16 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

17 (3) Notice of City Council Decision. Following the hearing on a proposed rezoning, the City
18 Council shall reach a decision concerning the proposal. The decision shall include the reasons for the
19 decision, [and, if the decision is to approve the rezoning, any modifications, conditions or limitations
20 that the Council may impose.] Written notice of the decision shall be provided to the applicant or his
21 agent, or both. A copy of the notice shall also be filed with the City Clerk, and the date of the notice
22 shall be deemed to be the date that notice of the decision is filed with the City Clerk.

23 SECTION 11: For purposes of Section 2.100(3) of the City Charter, LVMC 19.14.130,
24 19.18.030 and 19.18.040 are deemed to be subchapters rather than sections.

25 SECTION 12: If any section, subsection, subdivision, paragraph, sentence, clause or
26 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
27 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
28 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

1 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
2 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
3 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
4 invalid or ineffective.

5 SECTION 13: All ordinances or parts of ordinances or sections, subsections, phrases,
6 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
7 1983 Edition, in conflict herewith are hereby repealed.

8 PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

9 APPROVED:

10 By _____
11 OSCAR B. GOODMAN, Mayor

12 ATTEST:

13 _____
14 BEVERLY K. BRIDGES, MMC
City Clerk

15 APPROVED AS TO FORM:

16 Val Steed 3-4-10
17 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2010, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2010, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

13

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By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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BEVERLY K. BRIDGES, MMC
City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2010-14 – Clarifies the authority of the City Traffic Engineer regarding residential parking permit zones. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will clarify the authority of the City Traffic Engineer regarding residential parking permit zones. The Municipal Code provisions on the subject currently authorize the Traffic Engineer to establish time-limited parking in such zones. Those provisions also reference the posting of signs relating to the times, locations and conditions under which parking in designated zones will be by permit only, but do not specifically address the Traffic Engineer's authority regarding the posting of such signs. This bill will provide that express authority.

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. 2010-14
2. Business Impact Statement

1 **BILL NO. 2010-14**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO CLARIFY THE AUTHORITY OF THE CITY TRAFFIC ENGINEER
4 REGARDING RESIDENTIAL PARKING PERMIT ZONES, AND TO PROVIDE FOR OTHER
RELATED MATTERS.

5 Sponsored by: Councilwoman Lois Tarkanian

Summary: Clarifies the authority of the City
Traffic Engineer regarding residential parking
permit zones.

7 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
8 AS FOLLOWS:

9 SECTION 1: Title 11, Chapter 65, Section 20, of the Municipal Code of the City of
10 Las Vegas, Nevada 1983 Edition, is hereby amended to read as follows:

11 **11.65.020:** With respect to any residential parking permit zone established pursuant to this
12 Chapter, the [The] City Traffic Engineer is hereby authorized to:

13 (A) Issue [issue] residential parking permits and visitor permits to residents [of
14 residential areas which qualify for said permits] who qualify for such permits in accordance with this
15 chapter; [and also to establish a time limited parking zone for time periods up to three hours, in the
16 affected area as prescribed in Section 11.52.270 of this Code.]

17 (B) Establish within the residential parking permit zone one or more time limited
18 parking zones, in each case for time periods up to three hours; and

19 (C) For purposes of Subsection (A) of LVMC 11.65.050, establish other parking
20 restrictions within the residential parking permit zone, including the times, locations and conditions
21 under which parking shall be by permit only.

22 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
23 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
24 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
25 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
26 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
27 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
28 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

1 invalid or ineffective.

2 SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases,
3 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
4 1983 Edition, in conflict herewith are hereby repealed.

5 PASSED, ADOPTED and APPROVED this ____ day of _____, 2010.

6 APPROVED:

7
8 By _____
9 OSCAR B. GOODMAN, Mayor

10 ATTEST:

11 _____
12 BEVERLY K. BRIDGES, MMC
City Clerk

13 APPROVED AS TO FORM:

14 Val Steed 3-4-10
15 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 _____ day of _____, 2010, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the _____ day of
5 _____, 2010, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

13

14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16

17 BEVERLY K. BRIDGES, MMC
City Clerk

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BUSINESS IMPACT STATEMENT

BILL NO. 2010-14

(Clarifies the authority of the City Traffic Engineer regarding residential parking permit zones)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-14, that would clarify the authority of the City Traffic Engineer regarding residential parking permit zones.

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 identified. The proposed ordinance merely clarifies existing provisions

Beneficial effects:

None identified. The proposed ordinance merely clarifies existing provisions

Direct effects:

None identified. The proposed ordinance merely clarifies existing provisions

Indirect effects:

None identified. The proposed ordinance merely clarifies existing provisions

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 than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 4, 2010

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 4312 Fulton Place in the amount of \$1,553 (General Fund) and assess a maximum of \$44,050 in daily civil penalties. PROPERTY OWNER: JAMIE GERSTENBERGER - Ward 1 (Tarkanian)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$1,553**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 Blast Janitorial Services to board all openings to City of Las Vegas specifications, remove all trash, debris, and high vegetation. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$119,500.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$500 invoice for Blast Janitorial Services in addition to other fees assessed for a total of \$1,553 and consider assessing a maximum of \$44,050 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 2010

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Fulton Place in the amount of \$1,553 (General Fund) and assess a maximum of \$44,050 in daily civil penalties. PROPERTY OWNER: JAMIE GERSTENBERGER– Ward 1 (Tarkanian)

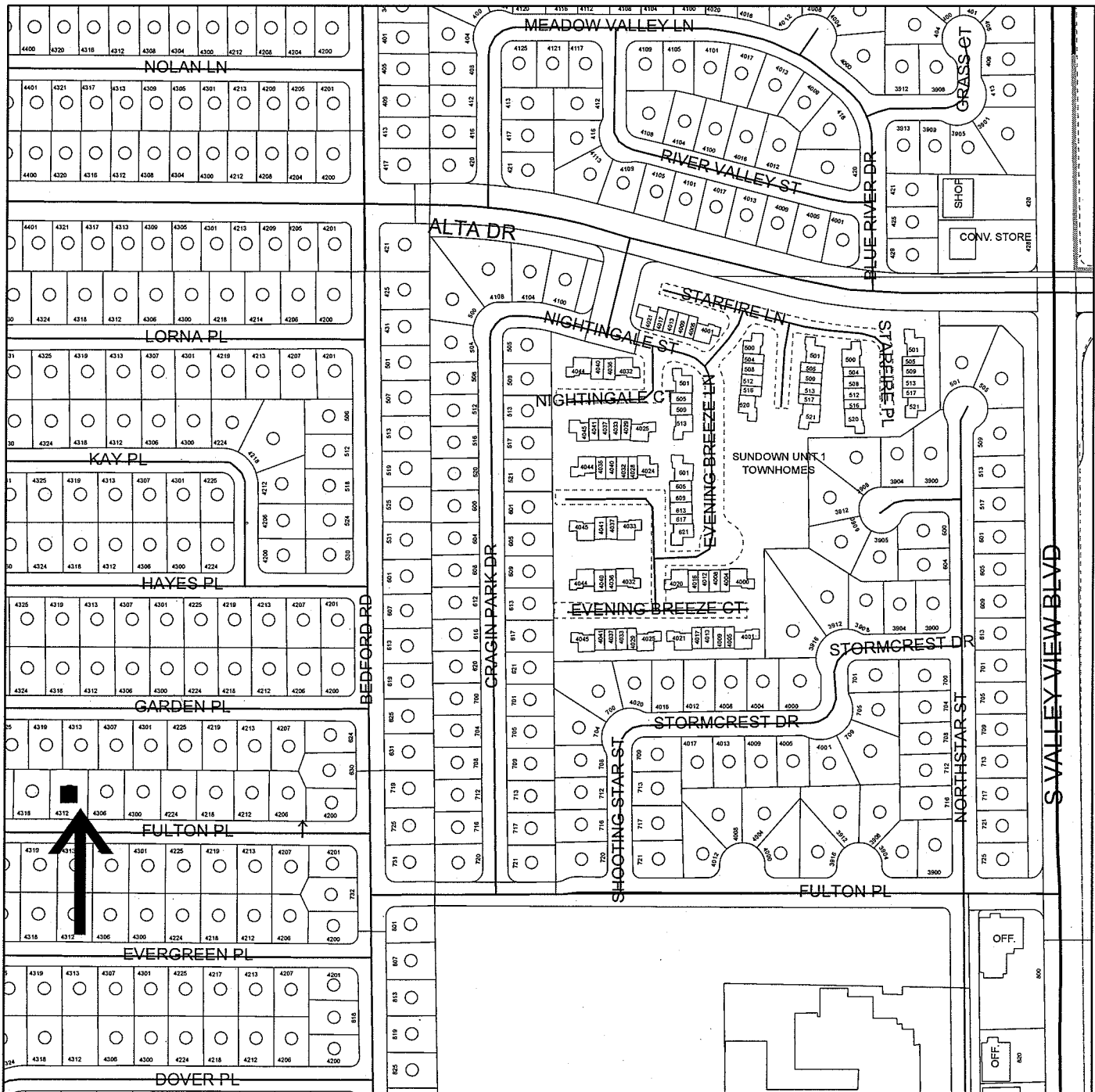
Blast Janitorial Services completed work on January 5, 2010 at a cost of \$500; \$528 in reinspection fees (w/late fees); \$450 in civil penalties; plus a 15% administrative fee for a total of \$1,553.

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 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.

4312 FULTON PLACE
CROSS STREETS - ALTA/VALLEY VIEW

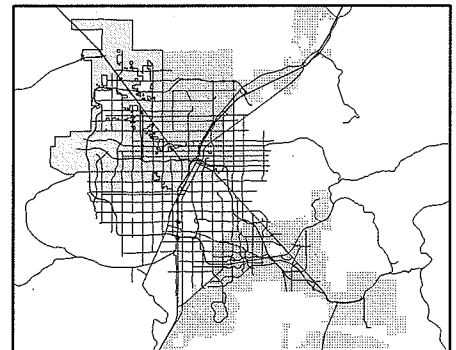
City of Las Vegas Vicinity Map



0 170 340 680 Feet

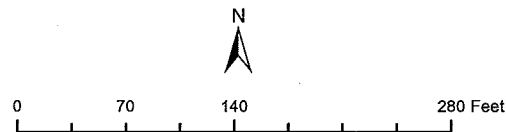
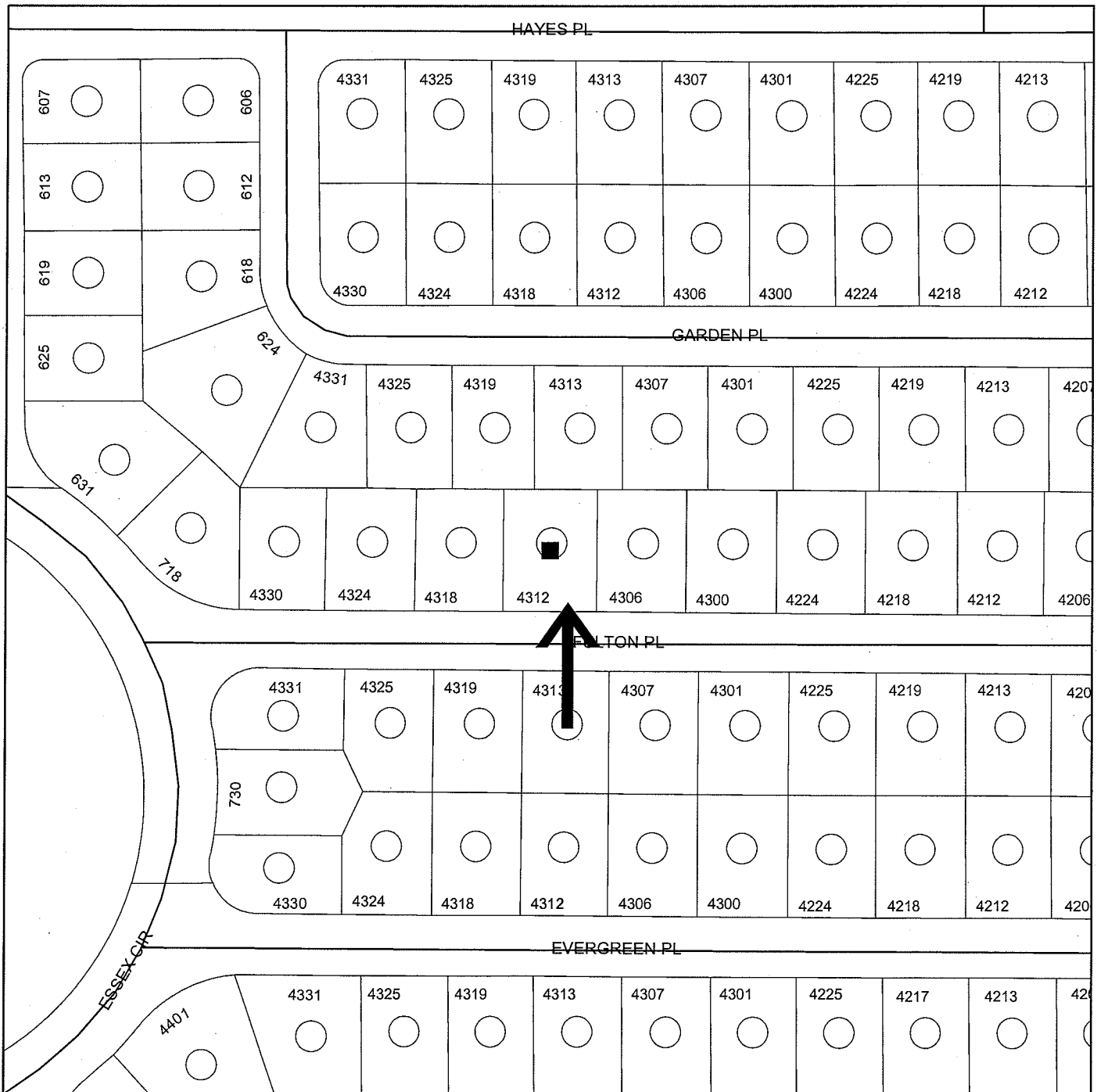


GIS maps are normally produced
only to meet the needs of the City.
Due to continuous development activity
this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

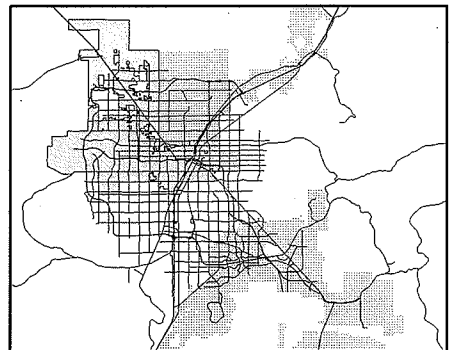


4312 FULTON PLACE
CROSS STREETS - ALTA/VALLEY VIEW

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. 702-228-6301



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: February 22, 2010
Re: Report of Expenses for the abatement of nuisance located at 4312 Fulton Place - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all openings to City of Las Vegas specifications, and removing all trash, debris, and high vegetation. The abatement was completed by Blast Janitorial Services on January 5, 2010 at a cost of \$500, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all openings to CLV specifications	\$300.00
Remove all trash and debris	\$100.00
Remove all high vegetation	\$100.00
AMOUNT DUE:	\$500.00
Administrative Processing Fee:	\$75.00
Sub-Total:	\$575.00
Reinspection Fees (w/late fees):	\$528.00
Civil Penalties:	\$450.00
TOTAL AMOUNT DUE:	\$1,553.00
Daily Civil Penalties – 89 days @ \$500 a day (excluding civil penalty fees already assessed) October 9, 2009 to January 5, 2010	\$44,050.00
MAXIMUM TOTAL:	\$45,603.00
OWNER OF RECORD	JAMIE GERSTENBERGER
PROPERTY ABATED:	4312 Fulton Place
ASSESSOR PARCEL:	139-31-313-005
LEGAL DESCRIPTION:	HYDE PARK SUB #1
	PLAT BOOK 3 PAGE 56
	LOT 163 BLOCK 7

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

Full Name	Business Address	Business Phone
1. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-828-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
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.

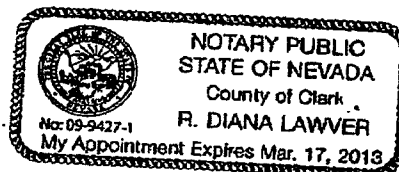
Blast Janitorial Services

By: James A Wilson *JAW*

James A Wilson

State of Nevada }
 } ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.



[Signature]
Notary Public in and for Clark County,
State of Nevada



NOTICE OF PUBLIC HEARING

MARCH 17, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

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, MARCH 17, 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 **4312 Fulton Place – Case #81499**. The Director of Neighborhood Services certifies that the sum of **\$1,553.00** was expended and Civil Penalties in the sum of **\$44,050.00** may be imposed for a total of **\$45,603.00**. Owner of record at time of abatement: **JAMIE GERSTENBERGER – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Address: 4312 FULTON PL

WEB

539925/540464

At 4312 Fulton Place the house has been sitting vacant and burnt out from a fire for a couple of months and has become a blight upon the neighbors. The owner has done absolutely nothing to rebuild or fix the damage. The insurance companies do not take this long to re-imburse for fire damage. Please force the owner to bring this home up to standard.

Parcel(s)

Parcel:	Size:	Subdivision Name:
13931313005	0.18 ACRE	HYDE PARK SUB #1

Owner Information:

10-Aug-02	21-Jun-07	GERSTENBERGER SHANE S
		4312 FULTON PL; LAS VEGAS, NV 89107-4151
21-Jun-07		GERSTENBERGER JAMIE
		4312 FULTON PL; LAS VEGAS, NV 89107-4151

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
982400	Failed		9/9/2009	09/11/2009 14:43	09/11/2009 14:45	1
982400	Failed		10/9/2009	10/09/2009 11:33	10/09/2009 11:34	1
970581	Passed	Partial	10/23/2009	10/23/2009 6:31	10/23/2009 6:37	6
982400	Failed		11/2/2009	11/05/2009 9:36	11/05/2009 9:51	15
984747	Failed		11/12/2009	12/15/2009 10:00	12/15/2009 10:15	15
940274	No Action		1/5/2010			
Time in Minuets:						38

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
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AB-006	9/11/2009		
--------	-----------	--	--

Secure all structures to City of Las Vegas specifications.

AN-006	9/11/2009		
--------	-----------	--	--

Remove all high vegetation over 8" from all visible areas of property. Maintain at all times.

AN-003	9/11/2009		
--------	-----------	--	--

Remove all refuse and waste from all areas of property. Maintain at all times.

Log

Type:	Date:	Employee:	Min:
MISC	1/20/2010 4:17:00 PM	LIDIA MCKENZIE	0
LM) SUBMITTED FOR PYMT - RECEIPT #267962 (BLAST JANITORIAL SERVICE - \$500)			
VIDPST	1/4/2010 11:20:00 AM	LYNN NIHIPALI	4
16) Video done, forward to 19			
PHONE	12/28/2009 5:03:00 PM	ERIC MCCOY	2
25) contractor asking for payment, told him i would forward call to 19 as Lidia is out (i think post video isnt done yet?) e-mail to 19			
VIDREQ	12/14/2009 9:21:00 AM	LIDIA MCKENZIE	0
Im) RECEIVED START DATE FROM BLAST JANITORIAL VIA PHONE FOR 12/16/09 W/EXPECTED DATE OF COMPLETION FOR 12/19- REQ FOR PRE-ABATEMENT VIDEO & E-MAIL TO #19; ALONG WITH PAPERWORK			

BIDA	12/9/2009 11:37:00 AM	LIDIA MCKENZIE	0
Im) received D. Smith's approval - sent award letter to BLAST JANITORIAL (\$500)			
MEET	11/18/2009 8:01:00 AM	ANTHONY GUARINO	0
21)bid ok'd refer to 19			
MISC	11/2/2009 11:55:00 AM	LIDIA MCKENZIE	0
Im) REG & CERT MAIL ADDRESSED TO: JAMIE GERSTENBERGER @ 1795 BELCASTRO ST., LV 89117 - RETURNED: "RETURN TO SENDER - UNCLAIMED-UNABLE TO FORWARD"			
MISC	10/23/2009 11:56:00 AM	LIDIA MCKENZIE	4321
Im) REG & CERT MAIL ADDRESSED TO: JAMIE GERSTENBERGER @ 4312 FULTON PL., LV 89107 - RETURNED: "RETURN TO SENDER - FORWARDING TIME EXP - RET TO SEN GERSTENBERGER 1795 BELCASTRO ST., LV 89117"			
MISC	10/21/2009 2:45:00 PM	LIDIA MCKENZIE	0
LM) MAILED 10 DY BEFORE ABTMT TO OWNER: JAMIE GERSTENBERGER @ 4312 FULTON PL.; LV 89107 & COPY TO OWNER @ 1795 BELCASTRO ST., LV 89117 - CB 11/2			
BIDR	10/19/2009 5:01:00 PM	LIDIA MCKENZIE	0
LM) BIDS RECEIVED: 1-BLAST JANITORIAL SVCS.= \$500; 2-AMERICAN DEMOLITION= \$850; 3-WEAVER CONSTRUCTION= \$1,625			
BIDS	10/14/2009 4:32:00 PM	LIDIA MCKENZIE	0
LM) SENT REQUEST FOR QUOTE TO ALL CONTRACTORS; DUE 10/19/09			
MEMO	10/12/2009 9:36:00 AM	LYNN NIHIPALI	0
16)Abatement Bid Form prepared, file forwarded to 19 for review.			
RECORD	10/2/2009 2:43:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O to Comply dated September 29, 2009. Recorded in Book: 20091002 Inst: 3203			
MISC	10/2/2009 1:52:00 PM	LIDIA MCKENZIE	1
LM) CERTIFIED AND REGULAR MAIL ADDRESSED TO: JAMIE GERSTENBERGER @ 4312 FULTON PL. RETURNED: "FORWARD TIME EXPIRED RETURN TO SENDER - 1795 BELCASTRO ST. LV 89117"			
NOPOST	9/29/2009 2:07:00 PM	LYNN NIHIPALI	2
16)pOSTED ON WALL BY FRONT DOOR.			
NOTICE	9/29/2009 11:27:00 AM	LIDIA MCKENZIE	0
LM) AFTER REVIEW & OK BY #19- MAILED OUT N&O TO OWNER: JAMIE GERSTENBERGER @ 4312 FULTON PL., LV 89107 & @ 1795 BELCASTRO, LV 89117; TO JL FOR RECORDING; TO #16 FOR POSTING. C/B 10/12			
NOREQ	9/17/2009 2:56:00 PM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 19 FOR REVIEW.			
RESEAR	9/17/2009 2:53:00 PM	LYNN NIHIPALI	0
16)NOTHING IN RECORDERS SITE. different address for SEWER 1795 VELCASTRO ST LAS VEGAS 89117-1541			
MISC	9/3/2009 2:53:00 PM	TASHA DOWNTON	0
WEB COMPLAINT (540464): ...a burned out wreck of a shell of a former home for about 3 months now !□The only sign of activity is the homeless who squat here on occasion ! There is no sign of activity over last several months to fix this ...			

Time in minuets:

4330

APN 139-31-313-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JAMIE GERSTENBERGER**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-31-313-005
Commonly known as: 4312 Fulton Place
Legal Description: HYDE PARK SUB #1
PLAT BOOK 3 PAGE 56
LOT 163 BLOCK 7

On **January 5, 2010**, 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 **\$1,553.00** 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 **\$44,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **\$45,603.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 17, 2010** ordered the above charges in the amount of **\$45,603.00**, 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 March, 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 #81499

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 1309 North 22nd Street in the amount of \$6,973.30 (General Fund) and assess a maximum of \$105,700 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN - Ward 3 (Reese)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$6,973.30**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 Disaster Kleen-Up of Nevada to install minimum landscape requirement, all yards to have a gravel/rock covering sufficient to cover dirt surface (minimum 2 inches). To date, there have been fourteen (14) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$76,507.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$1,448 invoice for Disaster Kleen-Up of Nevada services in addition to other fees assessed for a total of \$6,973.30 and consider assessing a maximum of \$105,700 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 2010

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of \$6,973.30 (General Fund) and assess a maximum of \$105,700 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN – Ward 3 (Reese)

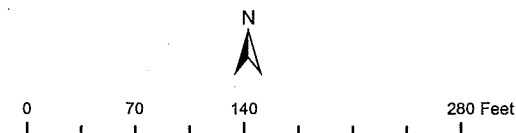
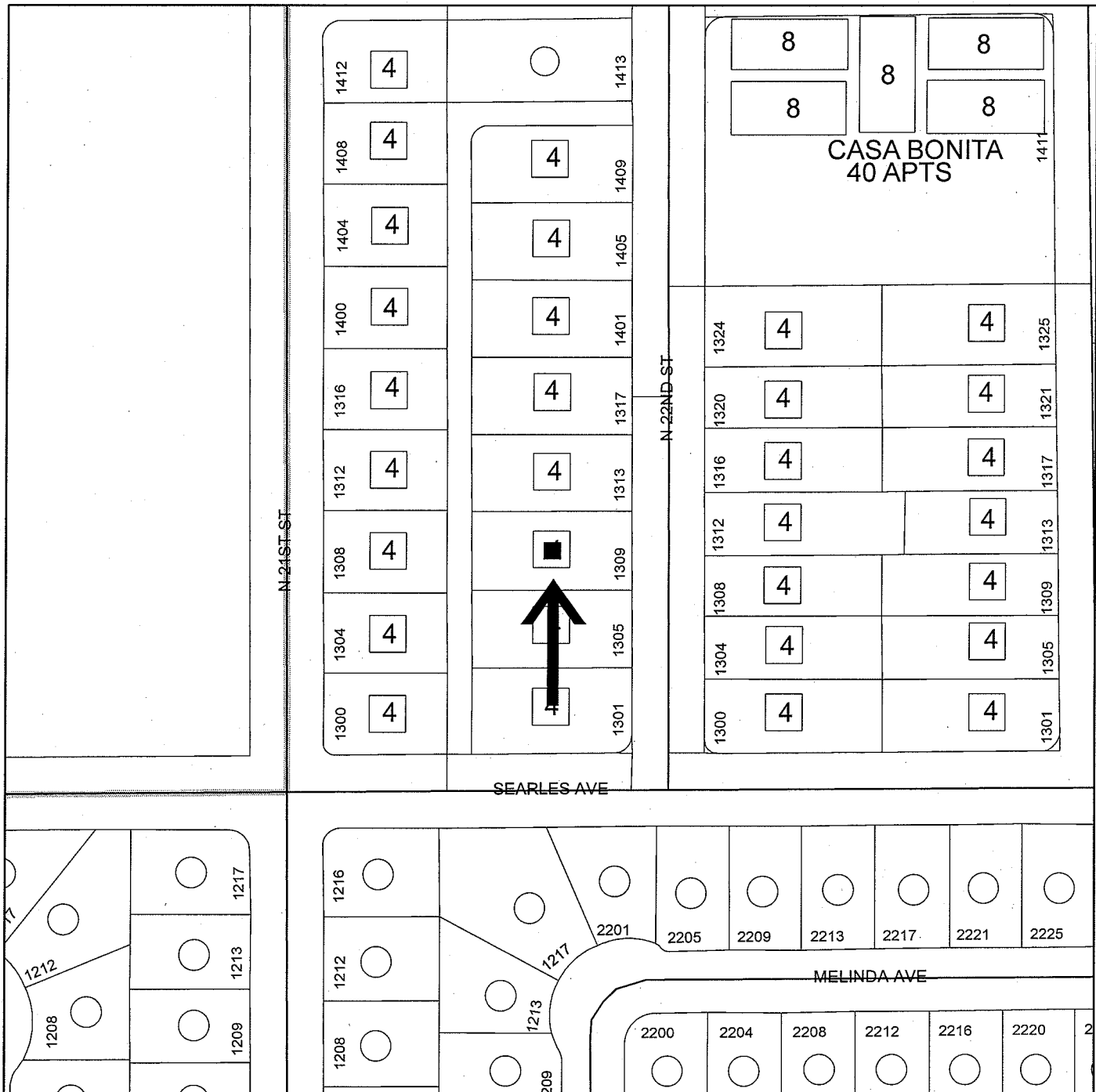
Disaster Kleen-Up of Nevada completed work on December 18, 2009 at a cost of \$1,448; \$1,902 in reinspection fees (w/late fees); \$3,800 in civil penalties; plus a 15% administrative fee for a total of \$6,973.30.

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 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.

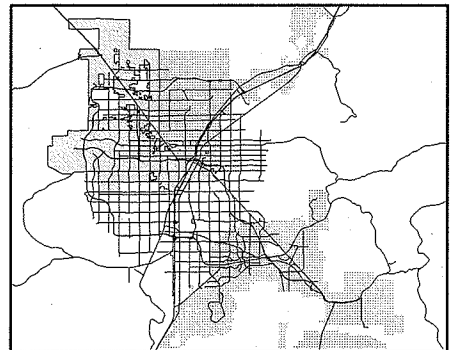
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

**1309 NORTH 22ND STREET
CROSS STREETS - EASTERN//OWENS**

City of Las Vegas Vicinity Map

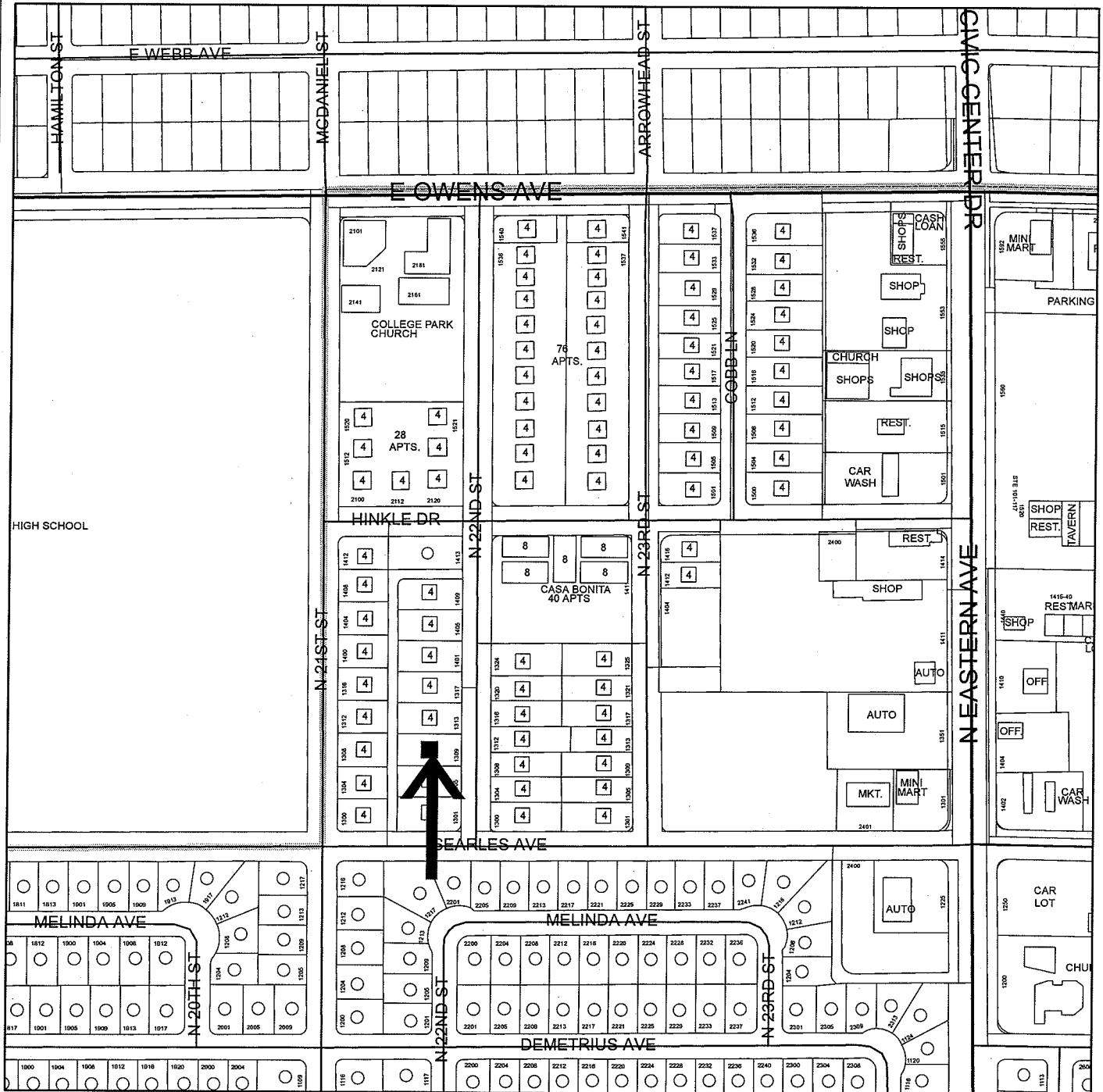


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301



1309 N 22ND STREET
CROSS STREETS - EASTERN//OWENS

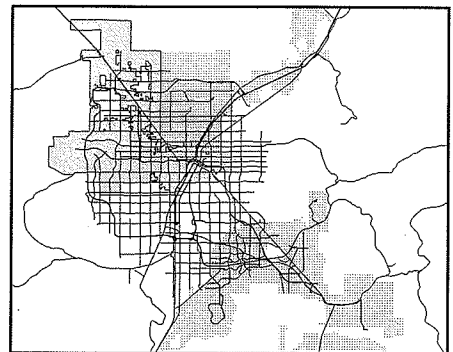
City of Las Vegas Vicinity Map



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



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: February 22, 2010
Re: Report of Expenses for the abatement of nuisance located at 1309 North 22nd 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 installing minimum landscape requirement, all yards to have a gravel/rock covering sufficient to cover dirt surface (minimum 2 inches). The abatement was completed by Disaster Kleen-Up of Nevada on December 18, 2009 at a cost of \$1,448.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Install minimum landscape requirement, all yards to have a gravel/rock covering sufficient to cover dirt surface (minimum 2 inches)	\$1,448.00
AMOUNT DUE:	\$1,448.00
Administrative Processing Fee:	\$217.20
Sub-Total:	\$1,665.20
Reinspection Fees (w/late fees):	\$1,902.00
Payment (Inspection Fees)	-\$300.00
Civil Penalties:	\$3,800.00
Payment (Civil Penalties)	-\$93.90
TOTAL AMOUNT DUE:	\$6,973.30
Daily Civil Penalties – 219 days @ \$500 a day (excluding civil penalty fees already assessed) May 14, 2009 to December 18, 2009	\$105,700.00
MAXIMUM TOTAL:	\$112,673.30
OWNER OF RECORD	SARO MELIKYAN
PROPERTY ABATED:	1309 North 22 nd Street
ASSESSOR PARCEL:	139-26-512-006
LEGAL DESCRIPTION:	RANCHO GARDENS NORTH
	PLAT BOOK 13 PAGE 92
	LOT 3 BLOCK 1

DSS:ld

ALLIED FLOORING SERVICES
DBA DISASTER KLEEN-UP OF NEVADA
1722 Primrose Path
LAS VEGAS, NEVADA 89108

DISCLOSURE OF PRINCIPALS

The principals and partners of Allied Flooring Services and
all persons and entities holding more than a 1% interest in

Allied Flooring Services or any principal of
Allied Flooring Services are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Javier Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
2. <u>Marisela Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made

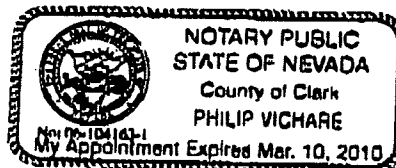
I certify under penalty or perjury, that the foregoing list is
full and complete.

Allied Flooring Services

BY: Lynn Muravnick
Lynn Muravnick, Office Mgr.

Subscribed and sworn to before me
This 16th day of August, 2006.

Philip Vichare
Notary Public





NOTICE OF PUBLIC HEARING

MARCH 17, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

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, MARCH 17, 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 **1309 North 22nd Street - Case# 74828**. The Director of Neighborhood Services certifies that the sum of **\$6,973.30** was expended and Civil Penalties in the sum of **\$105,700.00** may be imposed for a total of **\$112,673.30**. Owner of record at time of abatement: **SARO MELIKYAN - 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

Address: 1309 N 22ND ST

CLV
WARD3 03/09 AREA

GRAFFITI AND BROKEN STORAGE DOORS

Parcel(s)

Parcel:	Size:	Subdivision Name:
13926512006	0.19 ACRE	RANCHO GARDENS NORTH

Owner Information:

28-Apr-05	05-May-05	SIRKEDZHYAN ARA 1309 N 22ND ST #1; LAS VEGAS, NV 89101
12-May-04	19-May-04	BURCIAGA BRUNO 1309 N 22ND ST #3; LAS VEGAS, NV 89101
10-Aug-02	12-May-04	BANK WASHINGTON MUTUAL F A P O BOX 1169; MILWAUKEE, WI 53201-1169
05-May-05	01-Jun-06	SIRKEDZHYAN ARA 1309 N 22ND ST #1; LAS VEGAS, NV 89101-1460
19-May-04	28-Apr-05	BURCIAGA BRUNO 1309 N 22ND ST #3; LAS VEGAS, NV 89101-1460
01-Jun-06		MELIKYAN SARO 474 W RIVERDALE #103; GLENDALE, CA 91204-3008

Inspection Summary

Inspector:	Status:	Scheduled DT:	Start Dt:	Comp DT:	Min:
890246	Failed	3/3/2009	03/03/2009 10:20	03/03/2009 10:22	2
940269	Failed	4/7/2009	04/07/2009 9:57	04/07/2009 10:03	6
890246	Failed	5/7/2009	05/05/2009 7:45	05/05/2009 7:46	1
960392	Failed	5/15/2009	05/15/2009 8:05	05/15/2009 8:10	5
890246	Failed	5/27/2009	05/29/2009 15:23	05/29/2009 15:23	0
960392	Failed	6/29/2009	07/01/2009 11:10	07/01/2009 11:12	2
960392	Failed	7/29/2009	07/29/2009 9:45	07/29/2009 9:49	3
960392	Passed Partial	9/12/2009	09/12/2009 13:03	09/12/2009 13:10	7
960392	Failed	10/21/2009	10/24/2009 10:36	10/24/2009 10:37	1
960392	Failed	10/30/2009	11/05/2009 10:27	11/05/2009 10:42	15
960392	Failed	11/16/2009	11/18/2009 13:20	11/18/2009 13:22	2
960392	Failed	11/28/2009	11/28/2009 8:55	11/28/2009 8:57	2
960392	Passed Partial	12/15/2009	12/17/2009 9:47	12/17/2009 9:47	1
960066	Passed	12/18/2009	01/04/2010 11:22	01/04/2010 11:22	0

Time in Minuets: 47

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-GRAFFITI	3/3/2009		REAR OF BUILDING
GRAFFITI			

A-WEEDS 3/3/2009 PROPERTY

HIGH WEEDS

A-BLD 4/7/2009 Rear

No Storage Doors

A-ZONE OTHER 4/7/2009 Yard

No Landscape

Log

Type:	Date:	Employee:	Min:
FEE	1/14/2010 4:47:00 PM	BARBARA ALVAREZ	0
REMOVE ALL CBC FEES INV# 74828HN-36616 \$56.10			
PHONE	1/14/2010 8:06:00 AM	STEPHANIE DEMOLEAS	0
17) Called Lewis at Caldwell Bank on cell: 234-4848, left message			
VIDPST	1/4/2010 11:21:00 AM	ANTHONY GUARINO	0
21)POST VIDEO AND PHOTOS DONE IN cc ITEMS FILE / CLOSE			
VIDREQ	12/28/2009 2:46:00 PM	LAURA DEARMOND	0
Ld) Received invoice & sent video request email to #21			
BIDA	12/17/2009 9:42:00 AM	LIDIA MCKENZIE	0
Im) sent award letter to: DISASTER KLEEN-UP (\$1,448)			
MISC	12/10/2009 8:58:00 AM	LIDIA MCKENZIE	0
Im) per #21 - proceed w/abatement - entered into Oracle; e-mail to D. Smith for approval (Req# 161759)			
NOTICE	11/17/2009 1:52:00 PM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Saro Melikyan 474 W Riverdale, #103 Glendale, CA 91204-3008			
BIDR	11/17/2009 12:52:00 PM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) DISASTER KLEEN-UP OF NV \$1,448 (2) WEAVER \$3,900			
BIDS	11/12/2009 11:13:00 AM	LIDIA MCKENZIE	0
LM) PER #17'S REQUEST - SENT OUT REQ. FOR QUOTES; DUE 11/16.			
PHONE	11/12/2009 8:34:00 AM	STEPHANIE DEMOLEAS	0
17) Recvd msg from owner: Mrs Melukyan 818-692-1122 who stated that she has stopped making payments on 4-plex and they are hoping for short sale. Wants to stop correspondence but I have already informed her that not possible per legal procedure.			
PHONE	10/24/2009 10:38:00 AM	STEPHANIE DEMOLEAS	1
17) Left msg with owner: Saro			
PHONE	8/12/2009 8:42:00 AM	STEPHANIE DEMOLEAS	0
17) Rcvd call from 818-642-1122, Saro, left msg, She stated building is now vacated and unsecured. I will check again. Her fax: 818-260-1953.			
PHONE	7/8/2009 10:29:00 AM	STEPHANIE DEMOLEAS	0
17) Left message with owner: Saro at 818-667-9999 and requested fax number to send notice of failed inspections			
INSP	5/29/2009 3:23:00 PM	JOHNNA PEREYDA	0
22)no landscape. \$500 failed notice mailed to owner . call back 6-29 for monthly check			
MISC	5/20/2009	ELIZABETH DOUGLAS	0
PLACED N & O RECORDED 5/12/09 IN FILE.			
FEE	5/18/2009 9:41:00 AM	BARBARA ALVAREZ	0
WAIVED LATE FEE, CUSTOMER PAID ON TIME.			
PHONE	5/15/2009 12:28:00 PM	STEPHANIE DEMOLEAS	0
17) called owner - SARO MELIKYAN, LEFT MSG REQUESTING FAX TEL AND DATE OF LANDSCAPE INSTALL			
INSP	5/15/2009 8:05:00 AM	STEPHANIE DEMOLEAS	5
17) pix, ASSESS FEE \$180 PLUS \$300 civ pen. LANDSCAPE NOT YET INSTALLED, MINOR TRASH/WEEDS, CB 5/27			
RECORD	5/12/2009 1:51:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated May 4, 2009 at Clark County. Recorded in Book: 20090512 Inst: 02453.			

NOPOST	5/5/2009 7:45:00 AM	JOHNNA PEREYDA	1
22)post n&o \$330 failed inspection pictures			
NOTICE	5/4/2009 5:26:00 PM	LIDIA MCKENZIE	0
Im) AFTER OK BY #21 - MAILED N&O TO OWNER OF RECORD; TO #22 FOR POSTING; JL FOR RECORDING. C/B 5/15/09.			
NOREQ	4/24/2009 8:01:00 AM	ANTHONY GUARINO	0
21)forward to office			
RESEAR	4/23/2009 11:18:00 AM	JOHNNA PEREYDA	0
22)FORWARD N&O REQUEST TO TONY			
PHONE	4/23/2009 11:17:00 AM	JOHNNA PEREYDA	0
22) I CALLED 818-667-9999 SPOKE TO OWNER SARO-HE SAID THAT HE FIXED DOORS.I EXPLAINED THAT HIGH WEEDS AND LANDSCAPE WAS NOT COMPLETED.\$120 FAIL NOTICE SENT TO HIM AND NOW A LIEN ON PROPERTY. GAVE HIM TILL 5-7			
INSP	4/21/2009 9:30:00 AM	JOHNNA PEREYDA	5
22)high weeds,trash in yard.no landscape established.pictures and correction notice mailed to owner.callback 5-7			
INSP	4/7/2009 9:57:00 AM	KARAN CROSIER	6
22)Storage doors missing, High wees, No landscape. Pix & C/N mailed to owner. C/B 4/21/09			
RESEAR	3/19/2009 8:32:00 AM	KARAN CROSIER	0
22)Nighborhood cleanup,pix & letter mailed to property owners & management.Checked sewer screen & past history. Request to abate all violations & Reestablish landscaped (scanned) 1st indspection Tuesaday 4/7/09			
INSP	3/3/2009 10:20:00 AM	JOHNNA PEREYDA	2
22)GRAFFITI HIGH WEEDS. PIX AND C/N MAILED TO OWNER C/B 3-10			
MISC	2/24/2009 2:42:00 PM	JOHNNA PEREYDA	0
22 WIFE ANNA 818-642-1122 OWNER SARO 818-667-9999			
INSP	2/24/2009 9:55:00 AM	JOHNNA PEREYDA	4
22)GRAFFITI IN REAR OF BUILDING AND BROKEN STORAGE DOORS. PIX I CALLED SARO HE STATED ALL WILL BE DONE BY NEXT CHECK 3-3			

Time in minuets:

24

APN 139-26-512-006

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: SARO MELIKYAN

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-26-512-006
Commonly known as: 1301 North 22nd Street
Legal Description: RANCHO GARDENS NORTH
PLAT BOOK 13 PAGE 92
LOT 3 BLOCK 1

On **December 18, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **\$6,973.30** 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 **\$105,700.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **\$112,673.30** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 17, 2010** ordered the above charges in the amount of **\$112,673.30**, 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 March, 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 #74828

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 1321 North 23rd Street in the amount of \$5,445.50 (General Fund) and assess a maximum of \$78,550 in daily civil penalties. PROPERTY OWNERS: JESUS MARIA AND RAQUEL MORALES - Ward 3 (Reese)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$5,445.50**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 Blast Janitorial Services to board all open doors and windows on main structure, install no trespass sign, remove all trash and debris, cut and remove all high or dead vegetation, paint over graffiti, and remove any vehicles stored on property. To date, there have been thirteen (13) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$216,500.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$850 invoice for Blast Janitorial services in addition to other fees assessed for a total of \$5,445.50 and consider assessing a maximum of \$78,550 in daily civil penalties.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 2010

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1321 North 23rd Street in the amount of \$5,445.50 (General Fund) and assess a maximum of \$78,550 in daily civil penalties. PROPERTY OWNERS: JESUS MARIA AND RAQUEL MORALES—Ward 3 (Reese)

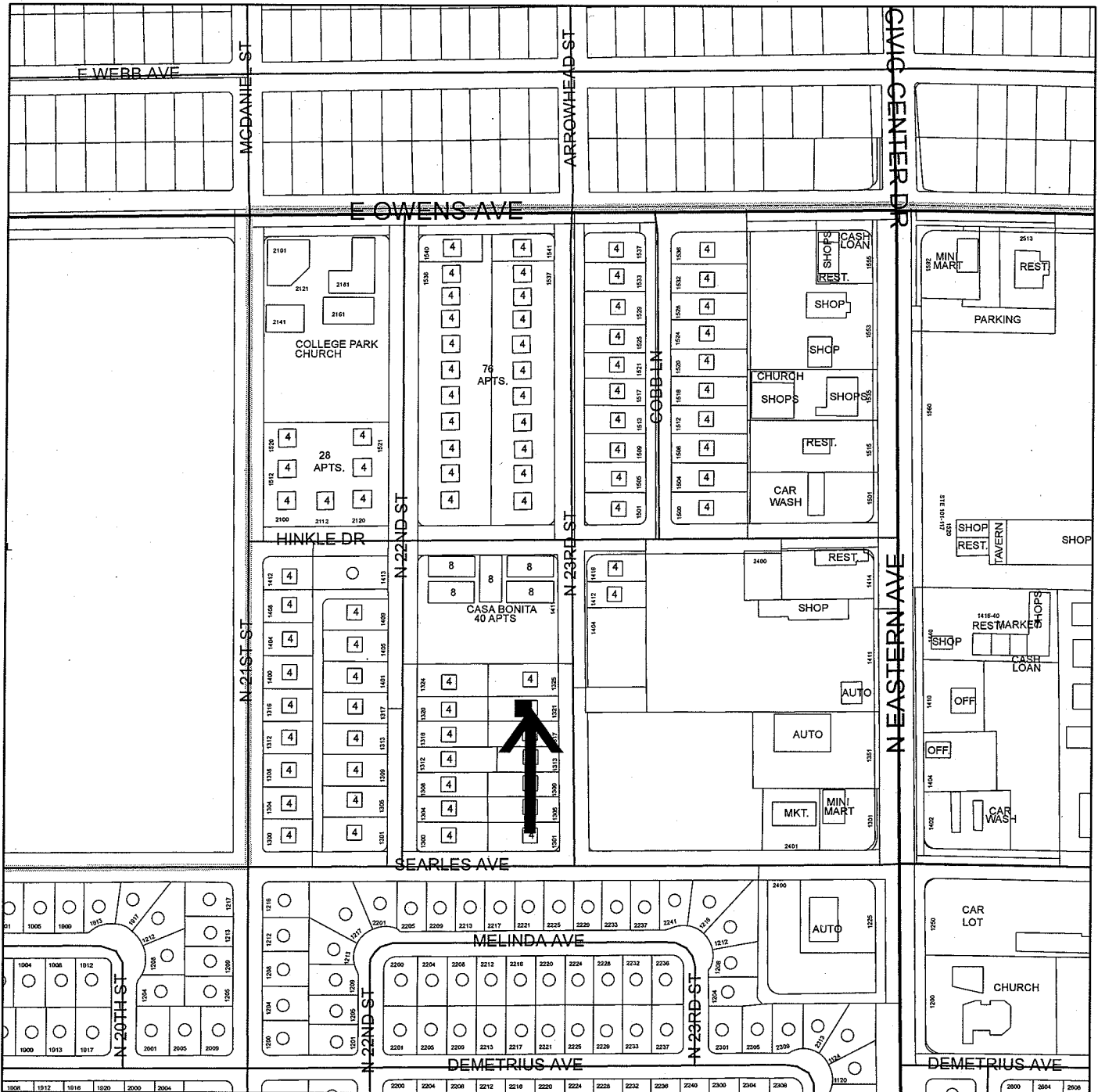
Blast Janitorial Services completed work on January 5, 2010 at a cost of \$850; \$1,518 in reinspection fees (w/late fees); \$2,950 in civil penalties; plus a 15% administrative fee for a total of \$5,445.50.

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 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.

**1321 NORTH 23RD STREET
CROSS STREETS - EASTERN//OWENS**

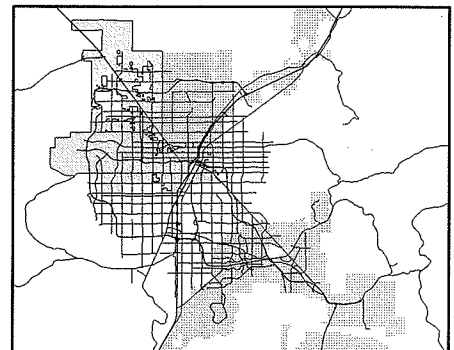
City of Las Vegas Vicinity Map



0 170 340 680 Feet

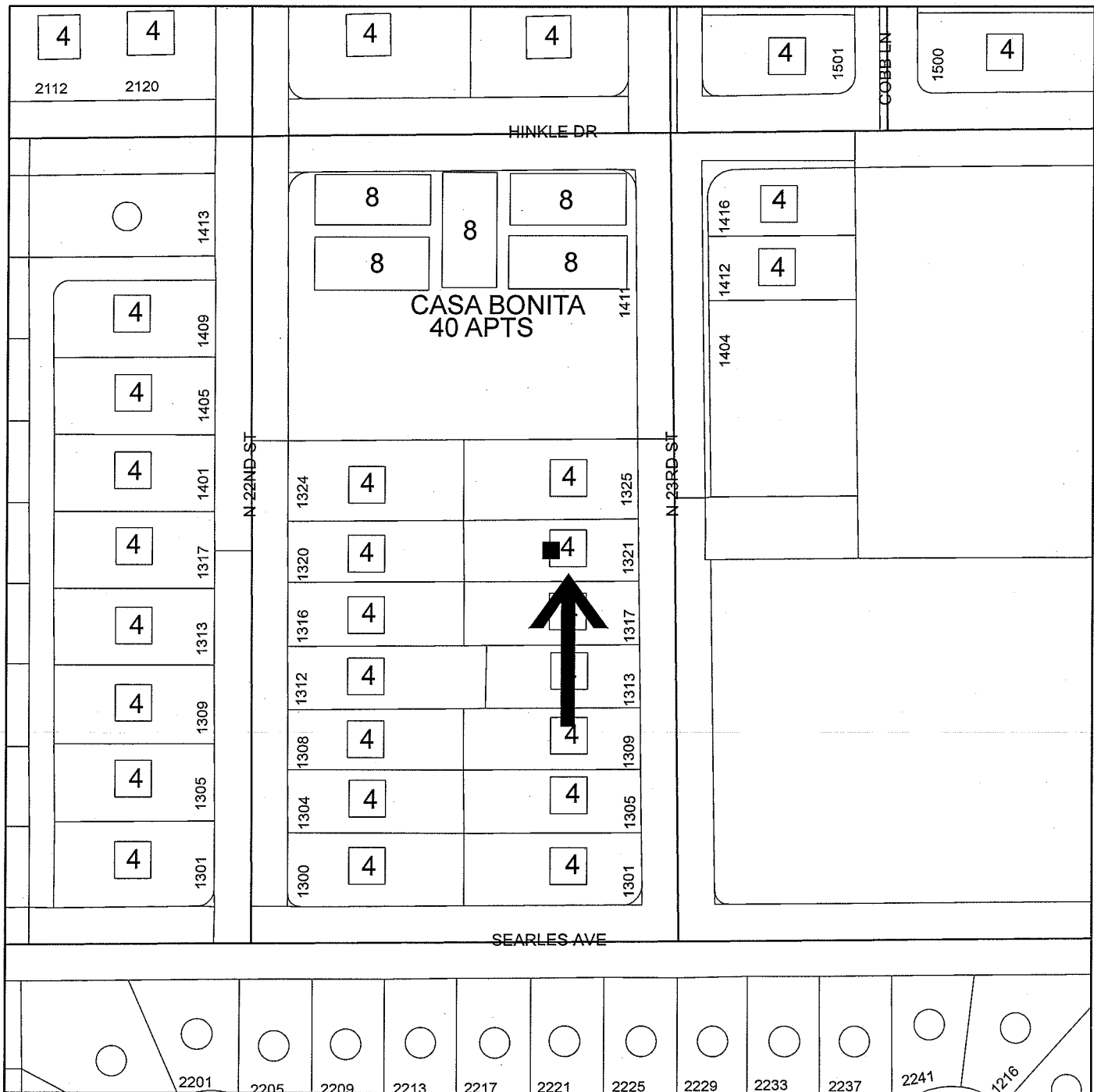


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept. 702-228-6301



1321 NORTH 23RD STREET
CROSS STREETS - EASTERN//OWENS

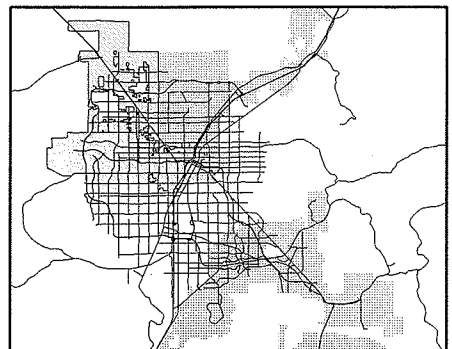
City of Las Vegas Vicinity Map



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



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: February 22, 2010
Re: Report of Expenses for the abatement of nuisance located at 1321 North 23rd 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 boarding all open doors and windows on main structure, installing no trespass sign, removing all trash and debris, cutting and removing all high or dead vegetation all yards and any area bordering property, painting over graffiti, and removing any vehicles stored on property. The abatement was completed by Blast Janitorial Services on January 5, 2010 at a cost of \$850.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris	\$150.00
Cut/remove any high or dead vegetation all yards and any area bordering property	\$100.00
Post "No Trespassing" sign	\$50.00
Board all open doors and windows	\$250.00
Paint over graffiti	\$300.00
AMOUNT DUE:	\$850.00
Administrative Processing Fee:	\$127.50
Sub-Total:	\$977.50
Reinspection Fees (w/late fees):	\$1,518.00
Civil Penalties:	\$2,950.00
TOTAL AMOUNT DUE:	\$5,445.50
Daily Civil Penalties – 163 days @ \$500 a day (excluding civil penalty fees already assessed) July 27, 2009 to January 5, 2010	\$78,550.00
MAXIMUM TOTAL:	\$83,995.50
OWNER OF RECORD	JESUS MARIA & RAQUEL MORALES
PROPERTY ABATED:	1321 North 23 rd Street
ASSESSOR PARCEL:	139-26-513-013
LEGAL DESCRIPTION:	PARK NORTH VILLA APARTMENTS
	PLAT BOOK 31 PAGE 93
	LOT 9

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

Full Name	Business Address	Business Phone
1. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-828-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
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.

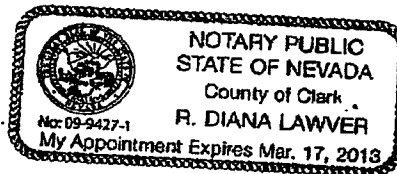
Blast Janitorial Services

By: _____

James A Wilson
James A Wilson

State of Nevada }
 } ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.



[Signature]
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

MARCH 17, 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, MARCH 17, 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 **1321 North 23rd Street - #75746**. The Director of Neighborhood Services certifies that the sum of **\$5,445.50** was expended and Civil Penalties in the sum of **\$78,550.00** may be imposed for a total of **\$83,995.50**. Owner of record at time of abatement: **JESUS MARIA & RAQUEL MORALES - WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Address: 1321 N 23RD ST

CITZ

WARD3 03/09 AREA

Check for all violations

Parcel(s)

Parcel:	Size:	Subdivision Name:
13926513013	0.17 ACRE	PARK NORTH VILLA APARTMENTS

Owner Information:

05-Feb-03	01-Oct-03	REYES GUADALUPE 1321 N 23RD ST; LAS VEGAS, NV 89101-1441
10-Aug-02	05-Feb-03	REYES GUADALUPE 9345 CHILLY POND AVE; LAS VEGAS, NV 89129-6909
01-Oct-03	07-Feb-08	MORALES JESUS MARIA & RAQUEL 1127 GROVE PARK; HENDERSON, NV 89015
07-Feb-08		MORALES JESUS MARIA & RAQUEL 1321 N 23RD ST; LAS VEGAS, NV 89101-1441

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
890246	Failed		4/7/2009	04/07/2009 10:35	04/07/2009 10:40	5
890246	Passed	Partial	5/7/2009	05/07/2009 8:09	05/07/2009 8:09	0
890246	Failed		5/20/2009	05/20/2009 9:02	05/20/2009 9:04	2
890246	Failed		6/2/2009	05/29/2009 15:17	05/29/2009 15:17	0
960392	Failed		6/29/2009	07/01/2009 11:19	07/01/2009 11:20	1
960392	Passed	Partial	7/8/2009	07/09/2009 13:17	07/09/2009 13:23	6
960392	Failed		7/17/2009	07/18/2009 9:27	07/18/2009 9:28	1
960392	Failed		7/28/2009	07/29/2009 9:52	07/29/2009 9:57	5
960392	Failed		8/5/2009	08/07/2009 9:18	08/07/2009 9:19	1
960392	Failed		10/25/2009	10/24/2009 10:42	10/24/2009 10:43	1
960392	Failed		11/4/2009	11/05/2009 10:43	11/05/2009 10:45	2
960392	Passed	Partial	11/18/2009	11/18/2009 13:15	11/18/2009 13:18	2
960392	Passed		12/2/2009	12/03/2009 14:27	12/03/2009 14:28	1
Time in Minuets:						28

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-ZONE OTHER	4/7/2009		Yard
No Landscape			
A-GRAFFITI	4/7/2009	5/20/2009	Building
Graffiti			
A-WEEDS	4/7/2009	5/20/2009	All Yards
High weeds			
AB-008X	7/9/2009	12/3/2009	

Vacate all units that do not have electrical or water hookups. Apartments may not be occupied without utility hookups.

AN-010 7/9/2009 12/3/2009

Vehicles in parking area must be operable and owned by resident of record. Presently: grey Cadillac, no plates.

AN-003 7/9/2009 12/3/2009

Remove all refuse and waste from all areas of property. Maintain at all times.

AN-008 7/15/2009 12/3/2009

Remove Graffiti from all area of property and keep maintained.

AZ-018 7/15/2009 12/3/2009

Install minimum landscape requirement. Dirt yards are not permitted.

AB-006 7/29/2009 12/3/2009

Secure all structures to City of Las Vegas specifications.

Log

Type:	Date:	Employee:	Min:
MISC	1/7/2010 8:35:00 AM	LIDIA MCKENZIE	0
LM) ENTERED INTO ORACLE FOR PYMT TO BLAST JANITORIAL OF \$850 - RECEIPT #267120			
VIDPST	12/14/2009 10:46:00 AM	ANTHONY GUARINO	0
21)post video and photos done in CC items file			
VIDREQ	12/10/2009 5:07:00 PM	LIDIA MCKENZIE	0
Im) BLAST JANITORIAL REPORTS COMPLETION OF PROJECT; REQUEST FOR POST-ABATEMENT SENT TO #21			
BIDA	11/24/2009 4:56:00 PM	LIDIA MCKENZIE	0
Im) received PO #276656 - SENT AWARD LTR TO BLAST JANITORIAL			
VIDREQ	11/24/2009 4:56:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED START DATE FM BLAST JANITORIAL FOR 12/1/09 - SENT REQUEST FOR PRE-ABATEMENT VIDEO W/PAPERWORK TO #21 & E-MAIL,			
MEET	11/10/2009 10:45:00 AM	ANTHONY GUARINO	0
21)bid ok-refer to 17 to check for any new bank info & please try to contact-if no change,give to lidia for abatement.			
MISC	10/23/2009 7:34:00 AM	LIDIA MCKENZIE	0
Im) SCANNED & MAILED 10DY BEFORE ABATEMENT TO OWNERS: JOSE MARIA & RAQUEL MORALES @ 1321 N 23RD ST., LV 89101			
BIDR	10/20/2009 11:42:00 AM	LIDIA MCKENZIE	0
LM) 1-BLAST JANITORIAL = \$850; 2- AMERICAN DEMOLITION= \$1,165; 3- LUNAS CONSTRUCTION = \$1,302; 4-WEAVER CONSTRUCTION= \$1,960			
BIDS	10/15/2009 2:27:00 PM	LIDIA MCKENZIE	0
Im) REQUEST FOR QUOTES SENT; DUE 10/20			
PHONE	10/14/2009 7:44:00 AM	STEPHANIE DEMOLEAS	0
17) rcvd letter from Maria Morales that prop is now bank owned - 409-2124			
LETTER	9/3/2009 2:56:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED LETTER TO Maria Morales 1127 Grove Park Street Henderson, NV 89002-3352 RETURNED NO SUCH NUMBER UNABLE TO FORWARD			
MISC	7/24/2009	ELIZABETH DOUGLAS	0
PLACED N & O RECORDED 7/23/09 IN FILE.			
RECORD	7/23/2009 2:16:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Ten (10) Day Vacate Nuisance N&O to Comply dated July 17, 2009 at Clark County. Recorded in Book: 20090723 Inst: 02411			
LETTER	7/22/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNERS Jesus Maria and Raquel Morales 1321 N 23rd Street Las Vegas, NV 89101-1441 RETURNED INSUFFICIENT ADDRESS UNABLE TO FORWARD			
NOTICE	7/17/2009 1:35:00 PM	LAURA DEARMOND	0
Ld) SENT 10 DAY VACATE NUISANCE N&O TO COMPLY TO OWNERS Jesus Maria and Raquel Morales 1321 N 23rd Street Las Vegas, NV 89101-1441 & COPY TO Maria Morales 1127 Grove Park Street Henderson, NV 89002-3352			

NOREQ	7/13/2009 7:12:00 AM	ANTHONY GUARINO	0
21)refer to office			
NOREQ	7/10/2009 1:16:00 PM	STEPHANIE DEMOLEAS	0
17) TO 21 WITH PIX			
PHONE	7/10/2009 1:15:00 PM	STEPHANIE DEMOLEAS	0
17) Called daughter: Maria Morales on cell: 885-9620, but not accepting calls. Will include her on alternate mailing for N&o.			
INSP	5/29/2009 3:16:00 PM	JOHNNA PEREYDA	0
22)no change to landscape \$330 failed inspection picture taken pic and c/n mailed to owner call back 6-29 for monthly inspections			
INSP	5/20/2009 9:02:00 AM	JOHNNA PEREYDA	2
22)Landscape not completed \$120 failed correction notice mailed to owner. call back 6-2			
PHONE	5/19/2009 3:46:00 PM	JOHNNA PEREYDA	0
22)maria called 885-9620 left voice mail requesting more time.inspection tomorrow.denied more time			
INSP	5/7/2009 8:08:00 AM	JOHNNA PEREYDA	0
22)landscape partial.mailed final correction notice to owner call back 5-20			
INSP	4/7/2009 10:35:00 AM	KARAN CROSIER	5
22)Met Adult daughter,Maria Moralez.885-9620, taking care of property for parents in Mexico. No Landscape.Graffiti. She requested 1325 Information. C/B 5/7/09			
RESEAR	3/19/2009 8:54:00 AM	KARAN CROSIER	0
22)Nehborhood cleanup,pix & letter mailed to property owners & management.Checked sewer screen & past history. Request to abate all violations & Reestablish landscaped (scanned) 1st indspection Tuesaday 4/7/09			
MISC	3/19/2009 8:05:00 AM	JOHNNA PEREYDA	0
22)per research Jesus Raquel Moralez 1127 Grove Park Henderson 89015 (837-2435h 379-0374c)			

Time in minuets:

7

APN 139-26-513-013

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JESUS MARIA & RAQUEL MORALES**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-26-513-013
Commonly known as: 1321 North 23rd Street
Legal Description: PARK NORTH VILLA APARTMENTS
PLAT BOOK 31 PAGE 93
LOT 9

On **January 5, 2010**, 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 **\$5,445.50** 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 **\$78,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **\$83,995.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 17, 2010** ordered the above charges in the amount of **\$83,995.50**, 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 March, 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 #75746

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 604 Kasper Avenue in the amount of \$1,755.35 (General Fund) and assess a maximum of \$40,350 in daily civil penalties. PROPERTY OWNERS: FLORA J. REED AND LEON TURNER - Ward 5 (Barlow)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$1,755.35**Funding Source:** General Fund**Dept./Division:** Neighborhood Services/Response**PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to board all open doors and windows on main structure, install no trespass signs, remove all trash and debris, and cut and remove all high vegetation from entire property. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$115,000.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$1,109 invoice for American Demolition services in addition to other fees assessed for a total of \$1,755.35 and consider assessing a maximum of \$40,350 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 2010

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 604 Kasper Avenue in the amount of \$1,755.35 (General Fund) and assess a maximum of \$40,350 in daily civil penalties. PROPERTY OWNERS: FLORA J REED AND LEON TURNER—Ward 5 (Barlow)

American Demolition completed work on December 14, 2009 at a cost of \$1,109; \$330 in reinspection fees (w/late fees); \$150 in civil penalties; plus a 15% administrative fee for a total of \$1,755.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of 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.

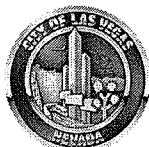
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

604 KASPER AVENUE
CROSS STREETS - H STREET//LAKE MEAD

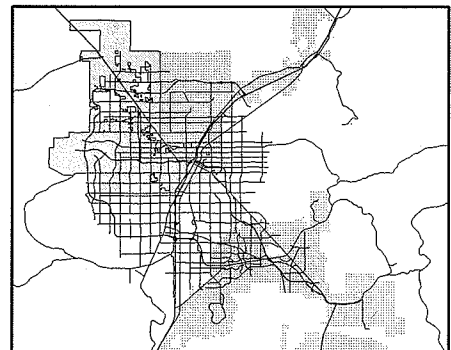
City of Las Vegas Vicinity Map



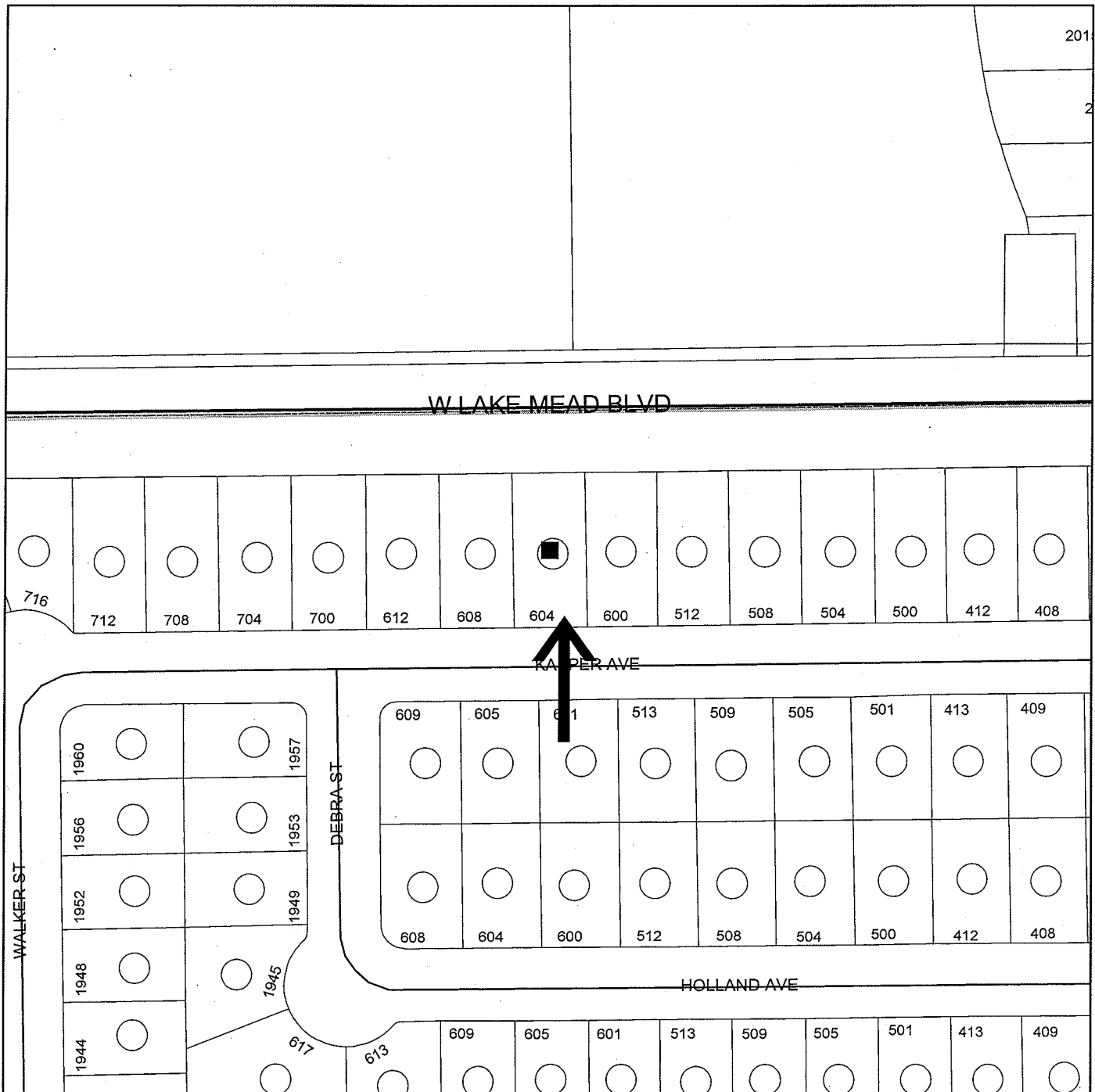
0 170 340 680 Feet



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



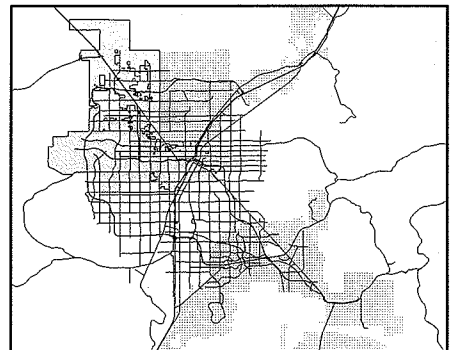
City of Las Vegas Vicinity Map



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.
702-228-6301



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: February 22, 2010
Re: Report of Expenses for the abatement of nuisance located at 604 Kasper Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all open doors and windows on main structure, installing no trespass signs, removing all trash and debris, and cutting and removing all high vegetation. The abatement was completed by American Demolition on December 14, 2009 at a cost of \$1,109.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all open doors and windows on main structure	\$699.00
Install no trespass signs	\$10.00
Remove all trash and debris	\$250.00
Cut/remove all high vegetation	\$150.00
AMOUNT DUE:	\$1,109.00
Administrative Processing Fee:	\$166.35
Sub-Total:	\$1,275.35
Reinspection Fees (w/late fees):	\$330.00
Civil Penalties:	\$150.00
TOTAL AMOUNT DUE:	\$1,755.35
Daily Civil Penalties – 81 days @ \$500 a day (excluding civil penalty fees already assessed) September 25, 2009 to December 14, 2009	\$40,350.00
MAXIMUM TOTAL:	\$42,105.35
OWNER OF RECORD	FLORA J REED and LEON TURNER
PROPERTY ABATED:	604 Kasper Avenue
ASSESSOR PARCEL:	139-22-310-027
LEGAL DESCRIPTION:	SUNSET MANOR TR #3
	PLAT BOOK 5 PAGE 86
	LOT 27 BLOCK A

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. <u>Jack Szepovich</u>	<u>4516 W. Diablo E108</u> <u>W NV 89118</u>	<u>561-3244</u>
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.

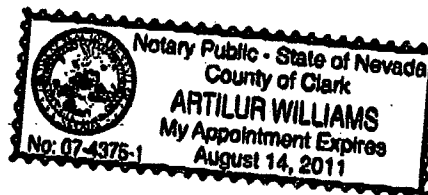
American Demolition

By: _____

State of Nevada }
 } ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 22 day of December, 2008.

Arthur Williams
Notary Public in and for Clark County,
State of Nevada





NOTICE OF PUBLIC HEARING

MARCH 17, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

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, MARCH 17, 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 **604 Kasper Avenue – Case #81591**. The Director of Neighborhood Services certifies that the sum of **\$1,755.35** was expended and Civil Penalties in the sum of **\$40,350.00** may be imposed for a total of **\$42,105.35**. Owner of record at time of abatement: **FLORA J. REED AND LEON TURNER – WARD 5 (BARLOW)**

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

Address: 604 KASPER AVE

MTRO

Vacant house that is open and accessible

Parcel(s)

Parcel:	Size:	Subdivision Name:
13922310027	0.17 ACRE	SUNSET MANOR TR #3

Owner Information:

10-Aug-02	REED FLORA J TURNER LEON
	604 KASPER AVE; LAS VEGAS, NV 89106-2638

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
970581	Failed		9/4/2009	09/04/2009 10:00	09/04/2009 10:30	30
970581	Passed	Partial	9/11/2009	09/11/2009 8:35	09/11/2009 8:42	7
970581	Failed		9/21/2009	09/21/2009 9:30	09/21/2009 9:45	15
970581	Passed	Partial	10/2/2009	10/02/2009 8:21	10/02/2009 8:31	10
970581	Failed		10/12/2009	10/12/2009 12:09	10/12/2009 12:14	6
970581	Passed	Partial	10/23/2009	10/24/2009 8:15	10/24/2009 8:21	6
970581	Passed	Partial	11/21/2009	11/21/2009 8:39	11/21/2009 8:42	3
970581	Passed	Partial	12/5/2009	12/05/2009 8:00	12/05/2009 8:01	1
970581	Passed	Partial	12/12/2009	12/12/2009 9:12	12/12/2009 9:19	7
960066	Passed		12/18/2009	12/14/2009 11:09	12/14/2009 11:09	0
Time in Minuets:						85

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
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AN-003	9/4/2009	12/14/2009	
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Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006	9/4/2009	12/14/2009	
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Remove all high vegetation over 8" from all visible areas of property. Maintain at all times.

AB-006	9/8/2009	12/14/2009	Structure
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Board all openings to City of Las Vegas Specifications.

Log

Type:	Date:	Employee:	Min:
VIDPST	12/14/2009 11:09:00 AM	ANTHONY GUARINO	0
21)post and photos done in CC items file			
VIDPRE	12/3/2009 1:01:00 PM	ANTHONY GUARINO	0
21)video and photos done in CC items file			
VIDREQ	12/2/2009 4:18:00 PM	LIDIA MCKENZIE	0
Im) per #21 contractor to start this weekend; provided request for pre-abatement video.			
BIDA	12/1/2009 1:28:00 PM	LIDIA MCKENZIE	0
Im) SENT AWARD LTR TO AMERICAN DEMOLITION (PO# 276674) \$1109			

MISC	10/26/2009 1:43:00 PM	LIDIA MCKENZIE	0
lm) after OK per #21 proceed w/abatement - submitted into Oracle and e-mail to Devin for approval.			
LETTER	10/21/2009 1:51:00 PM	LIDIA MCKENZIE	0
lm) CERTIFIED MAIL ADDRESSED TO: FLORA J REED & LEON TURNER @ 604 KASPER AVE., LV 89106- RETURNED: "RETURN TO SENDER-UNCLAIMED-UNABLE TO FORWARD"			
MISC	10/19/2009 7:38:00 AM	ANTHONY GUARINO	1
21)bid approved, refer to office to continue abatement			
LETTER	10/7/2009 8:36:00 AM	LIDIA MCKENZIE	0
LM) REG MAIL ADDRESS TO: FLORA J REED 7 LEON TURNER @ 604 KASPER AVE, LV 89106-2638 - RETURNED: "RETURN TO SENDER - ATTEMPTED NOT KNOWN - UNABLE TO FORWARD"			
MISC	10/1/2009 10:18:00 AM	LIDIA MCKENZIE	0
LM) SCANNED & SENT OUT 10-DAY BEFORE ABATEMENT TO OWNERS: FLORA REED & LEON TURNER @ 604 KASPER AVE., LV 89106. TO #26 FOR POSTING.			
BIDR	9/28/2009 11:54:00 AM	LIDIA MCKENZIE	0
LM) BIDS RECEIVED: 1-AMERICAN DEMO (9-25)= \$1,109; 2-LUNAS CONSTRUCTION= \$1,109; 3-WEAVER CONSTRUCTION= \$1,175			
MISC	9/22/2009 3:11:00 PM	ANTHONY GUARINO	0
21) refer to office LM with bid sheet for abatement			
BIDS	9/22/2009 11:53:00 AM	LIDIA MCKENZIE	1
LM) SENT REQUESTS FOR QUOTES TO ALL CONTRACTORS; DUE 9/28/09			
MISC	9/17/2009 11:33:00 AM	ELIZABETH DOUGLAS	0
ED) PLACED N & O RECORDED 9/15/09 IN FILE.			
RECORD	9/15/2009 11:30:00 AM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated September 9, 2009 at Clark County. Recorded in Book: 20090915 Inst: 01664			
MISC	9/14/2009 8:26:00 AM	LIDIA MCKENZIE	0
lm) certified mail addressed to: FLORA J REED & LEON TURNER @ 604 KASPER AVE., LV 89106- RETURNED: "RETURN TO SENDER - ATTEMPTED NOT KNOWN- UNABLE TO FORWARD"			
NOTICE	9/9/2009 9:36:00 AM	LIDIA MCKENZIE	0
LM) AFTER REVIEW & OK BY #21 - MAILED N&O TO OWNERS FLORA J REED & LEON TURNER @ 604 KASPER AVE, LV 89106. TO JL FOR RECORDING; TO #21 FOR POSTING. C/B 9-21-09			
NOREQ	9/8/2009 10:15:00 AM	ANTHONY GUARINO	0
21)forward to office process n&o LM			
NOREQ	9/8/2009 6:42:00 AM	LYNN NIHIPALI	0
16)Notice and order prepared and forwarded to 21 for review.			

Time in minuets:

2

APN 139-22-310-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **FLORA J REED AND LEON TURNER**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-22-310-027
Commonly known as: 604 Kasper Avenue
Legal Description: SUNSET MANOR TR #3
PLAT BOOK 5 PAGE 86
LOT 27 BLOCK A

On **December 14, 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 **\$1,755.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **\$40,350.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **\$42,105.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 17, 2010** ordered the above charges in the amount of **\$42,105.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of March, 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 #81591

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 4901 Donald Road in the amount of \$318,661.26. PROPERTY OWNERS: PAY DIRT IRR BUSINESS TR ETAL - Ward 6 (Ross)

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 Paydirt Irrevocable Business Trust, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on October 1, 2008. The case was generated on February 14, 2008. There were two abatements conducted on this property one on June 4, 2008 and the second on July 16, 2008. The lien was recorded at Clark County recorder's office on October 16, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated June 30, 2009 on behalf of the owner, Pay Dirt Irrevocable Business Trust, 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



AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 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 4901 Donald Road in the amount of \$318,661.26. PROPERTY OWNERS: PAY DIRT IRR BUSINESS TR ETAL - Ward 6 (Ross)

Today's hearing is a request from Paydirt Irrevocable Business Trust, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on October 1, 2008. The case was generated on February 14, 2008. There were two abatements conducted on this property one on June 4, 2008 and the second on July 16, 2008. The lien was recorded at Clark County recorder's office on October 16, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated June 30, 2009 on behalf of the owner, Pay Dirt Irrevocable Business Trust, requesting the civil penalties be waived.

Fees associated with the two abatements and inspections total \$17,593.85 (minus the \$300,000 in daily civil penalties assessed). To date, \$325 have been paid. Total owed on the case with civil penalties \$318,661.26 (w/interest).



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: 6/30/09

Location and/or address of subject property:

Nearest major intersection: Decatur / Dorrell

Street Address: 4901 Donald Road

Parcel Number: 125-24-503-002

Applicant's Address/Contact Information:

Name: Paydirt Irrevocable Business Trust 10-00341-5

(please check the following the applies)

☒ Owner ☐ Purchaser ☐ Agent ☐ Other (explain) _____

Street Address/PO Box: 40 Aspen Financial Services 7900W. Sahara #200

City: Las Vegas **State:** Nevada **Zip Code:** 89117

Phone No: (702) 341-8499 ***E-mail:** celliott@aspen-financial.com **Fax No:** (702) 341-8498

**put in dash on email address*

Property Owner's Address/Contact Information: (if different from applicant):

Name: Same as above

Street Address/PO Box: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone No: _____ **E-mail:** _____ **Fax No:** _____

Amount of City of Las Vegas Lien on the Property: \$ 317,593⁸⁵

Amount requested to be considered for waiving and/or reduced? \$ 300,000

Paydirt Irrevocable Business Trust 10-003415
By Andrew Langell, Manager

Signature of Applicant: [Signature] **Date:** 7/15/09

Signature of Owner: Paydirt Irrevocable Trust By: Stephen Harsin **Date:** 7/15/09
agent.

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.)

see attached letter.

Describe the existing condition/situation of the subject property:

(You may attach additional sheets if needed.)

Property has been cleaned; debris re-moved, on 3/30/09
as per city request at a cost to new owners of \$5,170⁰⁰

see attached letter

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

see attached letter

341-5

Pay Dirt Irrevocable Business Trust 10-00340-4
C/O Aspen Financial Services, LLC
7900 West Sahara, Suite 200
Las Vegas, Nevada 89117
(702) 341-8499
(702) 341-8498 Facsimile

March 23, 2009

Mr. Devin Smith
City Of Las Vegas, Department of Neighborhood Response
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Assessor's Parcel No. 125-24-503-002-4901 Donald Road Lane, Las Vegas, Nevada.

Dear Mr. Smith:

It was a pleasure speaking with you; we appreciated the opportunity to discuss the issues with this property.

In order to better understand the situation we would like to present to you a history of the property. Aspen Financial Services, LLC, on behalf of its Investors, made a loan to Pay Dirt Development & Investment, LLC, the previous owner. Aspen is the Servicing Agent for the Lenders on this property, the Beneficiaries of this Trust Deed. The first mortgage holders filed a default notice against the Borrowers and foreclosed on this property on January 30, 2009. The Lenders on this loan were not aware of these issues until the completion of the foreclosure. Clearly the Borrower was negligent in their handling of this matter which has resulted in these large fines being levied against the property.

Aspen, as the Servicing Agent, would like to respectfully request, on behalf of the Trust (the new Owners) the former Lenders, on the first mortgage loan, that the City Council forgive the penalties levied against this property. We realize that the City Council must have been extremely frustrated with the previous owner of this property and that is the reason they levied such a large penalty. It is the intent of the new owners to keep the property clear of debris. In fact we are awaiting bids for the clearing of the property now as we discussed with Mr. Smith in our conversation on March 18, 2009.

The Lenders on this loan have suffered great losses on this loan; the value of this property in the current market has been reduced severely. The Borrowers have simply walked away from their commitment.



Page 2
March 23, 2009
4901 Donald Road

Aspen as the Servicing Agent will bill each of the individual investor for their portion of the costs that the city incurred to clean up this property. In some cases this will place an enormous burden on those lenders as they have suffered greatly in these hard economic times.

If the Lenders are forced also to pay the \$300,000 fine we fear that some of the investors will not be able to pay this fee due to a lack of income resulting in the failure of their investments to perform. Aspen represents a varied number of people in these loans, some retired and who are now suffering huge losses due to the financial crisis and have lost some or all of their retirement funds in the stock market and various real estate investments.

Therefore, Aspen respectfully requests on behalf of these Trust Members former Lenders, your forgiveness of the \$300,000 fine levied on this property. If you are able to grant this request we will send a bill to each of the investors and request they submit their portion of the \$17,593.85 due for the actual cost to clear the property.

Thank you for your consideration in this matter. Please feel free to contact our office should you have any further questions regarding this matter.

Sincerely,

Pay Dirt Irrevocable Business Trust 10-00341-5

By: Aspen Financial Services, LLC Servicing Agent



Elaine Elliott
Vice President



4901 Donald Road

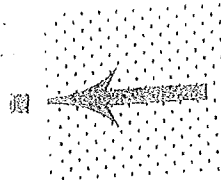
Major Cross Street

Dorrell Lane/Deaton Blvd

DONALD RD

WILD-THYME AVE

W DORRELL LN



DIAMOND STREAM AVE

W. DORRELL LN

Map of the area

Map of the area

Map of the area

SAVANNAH SKY AVE

ELKHORN RD

ELKHORN RD

PACIFIC OPAL AVE

WAYFARING TREE AVE

WILD THYME AVE

DONALD RD

RED HIDE DR

BLACK CORAL AVE

W. DORRELL LN

MEADOWS ENCORE AVE

ORCHARD SKY AVE

SAVANNAH SKY AVE

LAZARUS GARDEN ST

W. DORRELL LN

N. DECATUR BLVD

THOM BLVD

CELADINE ST

SEA ORCHARD ST

CELADINE ST

Spreadsheet of charges – 4901 Donald Rd – WARD 6, Ross

Spreadsheet of Charges Accrued

Twenty (20) inspections with one (1) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1 st inspection	9/20/06	N/C			Initial assessment
2 nd Inspection	10/6/06	N/C	\$0	\$0	Partial Pass*
3 rd inspection	10/17/06	N/C	\$0	\$0	Partial Pass*
4 th inspection	11/9/06	N/C	\$0	\$0	Partial Pass*
5 th inspection	12/4/06	N/C	\$0	\$0	Partial Pass*
6 th inspection	12/28/06	N/C	\$0	\$0	Partial Pass*
7 th inspection	1/11/07	N/C	\$0	\$0	Partial Pass*
8 th inspection	1/26/07	N/C	\$0	\$0	Partial Pass*
9 th inspection	3/1/07	N/C	\$0	\$0	Partial Pass*
10 th inspection	3/30/07	N/C	\$0	\$0	Partial Pass*
11 th inspection	5/2/07	N/C	\$0	\$0	Partial Pass*
12 th inspection	5/23/07	N/C	\$0	\$0	Partial Pass*
13 th inspection	7/3/07	N/C	\$0	\$0	Partial Pass*
14 th inspection	10/22/07	N/C	\$0	\$0	Partial Pass*
15 th inspection	12/6/07	N/C	\$0	\$0	Partial Pass*
16 th inspection	12/28/07	N/C	\$0	\$0	Partial Pass*
17 th inspection	4/17/08	N/C	\$0	\$0	Partial Pass*
18 th inspection	4/29/08	N/C	\$0	\$0	Partial Pass*
19 th inspection	5/30/08	N/C	\$0	\$0	Partial Pass*
20 th inspection	6/26/08	N/C	\$0	\$0	Passed

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

Items in Yellow – **PAID -\$ 325.00**

Abatement: Council Action on October 1, 2008

Contractor expenses:	
W. A. Construction	\$14,749.00
CamAir	\$550.00
15% Administrative Fee	\$2,294.85
Boarded Building Certificate	\$325.00
Sub-Total	\$17,918.85
Payments	-\$325.00
Balance	\$17,593.85

Financial Breakdown:

Abatement Fees	\$17,918.85
Interest (Courtesy of Finance Dept)	\$1,067.41
Inspection Fees	\$0.00
Late Fees	\$0.00
Failed Inspection Penalties	\$0.00
Daily Civil Penalty	\$300,000.00
TOTAL	\$318,986.26
Payment	-\$325.00
Outstanding Balance	\$318,661.26



March 4, 2010

Certified/Regular Mail
Return Receipt Requested

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

Pay Dirt Irrevocable Business Trust
c/o: Aspen Financail Services
7900 W. Sahara Avenue, Ste #200
Las Vegas, NV 89117

RE: 4901 Donald Rd – Case 46450

Dear Property Owner/Representative:

At the City Council meeting(s) held on October 1, 2008 Agenda Item #61 was approved for a lien in the amount of \$317,593.85 excluding interest in the amount of \$1,067.41 (including daily civil penalties in the amount of \$300,000). The hearing scheduled on March 17, 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,

A handwritten signature in black ink, appearing to read "Devin Smith".

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 4950 Dorrell Lane in the amount of \$163,500.00. PROPERTY OWNERS: PAY DIRT IRR BUSINESS TR ETAL - Ward 6 (Ross)

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 Elaine Elliot of Aspen Financial to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 17, 2008 for a 500-a-day fine retroactive and prospective for \$163,500.00 plus interest in the amt of: \$950.02 for a total of: \$164,450.02. The case was generated on August 17, 2006. There was an abatement conducted on this property on May 14, 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 July 30, 2009 from Elaine Elliot, Aspen Financial on behalf of owner, Pay Dirt IRR Business Trust 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 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 4950 Dorrell Lane in the amount of \$163,500.00. PROPERTY OWNERS: PAY DIRT IRR BUSINESS TR ETAL - Ward 6 (Ross)

Today's hearing is a request from Elaine Elliot of Aspen Financial to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 17, 2008 for a 500-a-day fine retroactive and prospective for \$163,500.00 plus interest in the amt of: \$950.02 for a total of: \$164,450.02. The case was generated on August 17, 2006. There was an abatements conducted on this property on May 14, 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 July 30, 2009 from Elaine Elliot, Aspen Financial on behalf of owner, Pay Dirt IRR Business TrustMortgage requesting the civil penalties be waived.

Fees associated with the abatement and inspections total \$10,521.85. To date, \$400.00 have been paid. Total owed on the case with civil penalties \$164,450.02 (w/interest \$950.02).



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: 7/30/09

Location and/or address of subject property:

Nearest major intersection: Decatur/Dorrell

Street Address: 4950 Dorrell

Parcel Number: 125-24-503-008

Applicant's Address/Contact Information:

Name: Elaine Elliott - Aspen Financial
(please check the following the applies)

☐ Owner ☐ Purchaser ☒ Agent ☐ Other (explain) _____

Street Address/PO Box: 7900W. Sahara, Suite 200

City: Las Vegas

State: NV

Zip Code: 89117

Phone No: 341-8499

E-mail: eelliott@

Fax No: 341-8498

aspen-financial.com

Property Owner's Address/Contact Information: (if different from applicant):

Name: PayDiet Second Tru. Business Trust

Street Address/PO Box: 7900W. Sahara Suite 200

City: Las Vegas

State: NV

Zip Code: 89117

Phone No: 341-8499

E-mail: 3E

Fax No: 341-8498

eelliott@aspen-financial.com

Amount of City of Las Vegas Lien on the Property: \$ 173,621⁸³

Amount requested to be considered for waiving and/or reduced? \$ _____

Signature of Applicant: By Elaine Elliott V.P. Date: 7/30/09
Signature of Owner: By Elaine Elliott Date: 7/30/09
Aspen Financial Services, LLC as agent for Beneficiaries
Aspen Financial Services as servicing agent for Beneficiaries

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.)

Describe the existing condition/situation of the subject property:

(You may attach additional sheets if needed.)

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*



10.346-6
3/22 sent via email.
Fup 3/27/09

March 23, 2009

Mr. Devin Smith
City Of Las Vegas, Department of Neighborhood Response
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Assessor's Parcel No. 125-24-503-008-4950 W. Dorrell Lane, Las Vegas, Nevada.

Dear Mr. Smith:

It was a pleasure speaking with you yesterday; we appreciated the opportunity to discuss the issues with this property.

In order to better understand the situation we would like to present to you a history of the property. Aspen Financial Services, LLC, on behalf of its Investors, made a loan to Pay Dirt Development & Investment, LLC, the previous owner. Aspen is the Servicing Agent for the Lenders on this property, the Beneficiaries of this Trust Deed. The first mortgage holders filed a default notice against the Borrowers and are in the process of foreclosing on this property. The original second mortgage holders completed their foreclosure on January 30, 2009; however, with the completion of the first mortgage foreclosure their interest will be eliminated. The Lenders on either of these loans were not aware of these issues until the completion of the foreclosure on the second mortgage. Clearly the Borrower was negligent in their handling of this matter which has resulted in these large fines being levied against the property.

Aspen, as the Servicing Agent, would like to respectfully request, on behalf of the Lenders, on the first mortgage loan, that the City Council forgive the penalties levied against this property. We realize that the City Council must have been extremely frustrated with the previous owner of this property and that is the reason they levied such a large penalty. It is the intent of the new owners to keep the property clear of debris. In fact we are awaiting bids for the clearing of the property now as we discussed with Mr. Smith in our conversation yesterday.

The Lenders on this loan have suffered great losses on this loan; the value of this property in the current market has been reduced severely. The Borrowers have simply walked away from their commitment. Aspen as the Servicing Agent will bill each of the individual investor for their portion of the costs that the city incurred to clean up this property. In some cases this will place an enormous burden on those lenders as they have suffered greatly in these hard economic times.

Page 2
March 23, 2009
4950 W. Dorrell Lane

If the Lenders are forced also to pay the \$163,500 fine we fear that some of the investors will not be able to pay this fee due to a lack of income resulting in the failure of their investments to perform. Aspen represents a varied number of people in these loans, some retired and who are now suffering huge losses due to the financial crisis and have lost some or all of their retirement funds in the stock market and various real estate investments.

Therefore, Aspen respectfully requests on behalf of these Lenders your forgiveness of the \$163,500 fine levied on this property. If you are able to grant this request we will send a bill to each of the investors and request they submit their portion of the \$10,121.85 due for the actual cost to clear the property.

Thank you for your consideration in this matter. Please feel free to contact our office should you have any further questions regarding this matter.

Sincerely,

Aspen Financial Services, LLC

A handwritten signature in black ink, appearing to be 'Elaine Elliott', written over the printed name.

Elaine Elliott
Vice President

4931
4921

4950 Dorrell Lane
Major Cross Streets:
Decatur Blvd///Dorrell Lane

DONALD RD

4901

4950

4930

4920

W DORRELL LN

5001

PARADISE ENCORE ST

4936

4928

4912

4904

MEADOWS ENCORE AVE

ENCHANTED FOREST ST

6951

6941

4937

4929

4921

4913

4905

4844

4845

4840

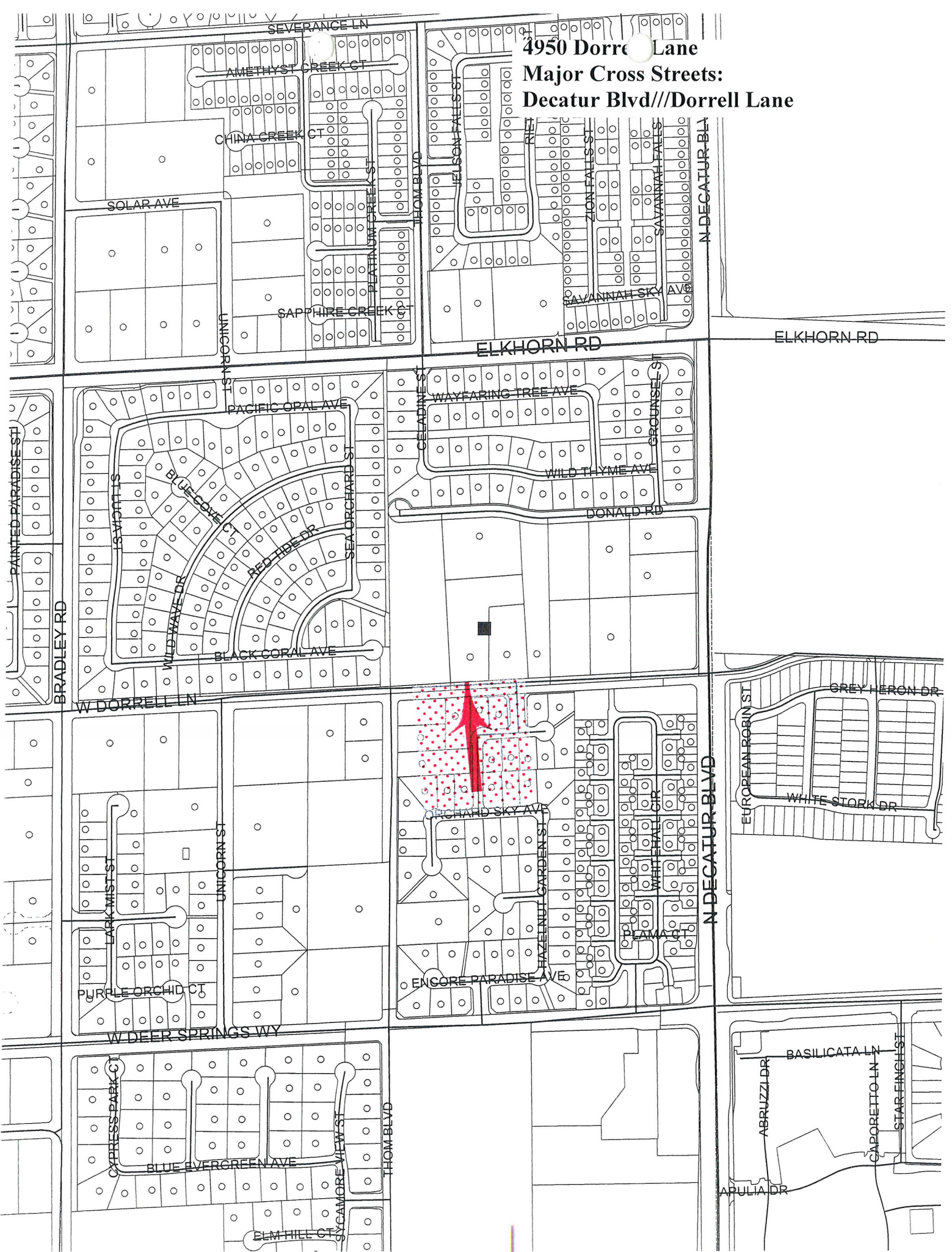
4841

4840

THOM BLVD

6950

4950 Dorrell Lane
Major Cross Streets:
Decatur Blvd//Dorrell Lane



Spreadsheet of Charges Accrued- 4950 Dorrell Lane

Twenty (23) inspections with two (2) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1 st inspection	8/23/06	N/C	\$0	\$0	Initial assessment
2 nd Inspection	8/30/06	N/C	\$0	\$0	Partial Pass*
3 rd inspection	9/12/06	\$75.00	\$0	\$0	Failed
4 th inspection	9/18/06	N/C	\$0	\$0	Partial Pass*
5 th inspection	10/5/06	N/C	\$0	\$0	Partial Pass*
6 th inspection	10/17/06	N/C	\$0	\$0	Partial Pass*
7 th inspection	11/6/06	N/C	\$0	\$0	Partial Pass*
8 th inspection	11/6/06	N/C	\$0	\$0	Partial Pass*
9 th inspection	12/4/06	N/C	\$0	\$0	Partial Pass*
10 th inspection	12/28/06	N/C	\$0	\$0	Partial Pass*
11 th inspection	1/11/07	N/C	\$0	\$0	Partial Pass*
12 th inspection	1/26/07	N/C	\$0	\$0	Partial Pass*
13 th inspection	3/1/07	N/C	\$0	\$0	Partial Pass*
14 th inspection	3/30/07	N/C	\$0	\$0	Partial Pass*
15 th inspection	5/2/07	N/C	\$0	\$0	Partial Pass*
16 th inspection	5/23/07	N/C	\$0	\$0	Partial Pass*
17 th inspection	7/3/07	N/C	\$0	\$0	Partial Pass*
18 th inspection	12/14/07	N/C	\$0	\$0	Partial Pass*
19 th inspection	12/28/08	N/C	\$0	\$0	Partial Pass*
20 th inspection	4/17/08	N/C	\$0	\$0	Partial Pass*
21 st inspection	4/29/08	N/C	\$0	\$0	Partial Pass*
22 nd inspection	5/30/08	\$180.00	\$18.00	\$150.00	Failed
23 rd inspection	6/18/08	N/C	\$0	\$0	Passed
Sub-Total		\$255.00	\$18.00	\$150.00	\$423.00
Payments		-\$75.00			-\$75.00
TOTAL		\$180.00	\$18.00	\$150.00	\$348.00

* a partial pass recognizes that the property owner was making some progress with correcting the violations.

Items in Yellow – PAID - \$ 400.00

Abatement: Council Action on September 17, 2008

Contractor expenses:	
W. A. Construction	\$7949.00
CamAir	\$550.00
15% Administrative Fee	\$1274.85
Boarded Building Certificate	\$325.00
Daily Civil Penalties	\$153,378.15
Sub-Total	\$163,477.00
Payments	-\$325.00
Balance	\$163,152.00

Financial Breakdown:

Abatement Fees	\$10,098.85
Interest (Courtesy of Finance Dept)	\$950.02
Inspection Fees	\$255.00
Late Fees	\$18.00
Failed Inspection Penalties	\$150.00
Daily Civil Penalty	\$153,378.15
TOTAL	\$164,850.02
Payment: Boarding Cert - \$325 + Inspection fee - \$75	-\$400.00
Outstanding Balance	\$164,450.02



March 4, 2010

Certified/Regular Mail
Return Receipt Requested

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

Paydirt Irrevocable Business Trust
c/o: Aspen Financial Services
7900 W. Sahara Avenue, Ste #200
Las Vegas, NV 89117

RE: 4950 Dorrell Lane – Case 45569

Dear Property Owner/Representative:

At the City Council meeting(s) held on September 17, 2008 Agenda Item #48 was approved for a lien in the amount of \$163,500.00 excluding interest in the amount of \$950.02 (including daily civil penalties in the amount of \$153,378.15). The hearing scheduled on March 17, 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,

A handwritten signature in black ink, appearing to read "Devin Smith".

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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 5724 Taj Mahal Drive in the amount of \$40,000. PROPERTY OWNERS: US NATIONAL BANK ASSN TRS - Ward 6 (Ross)

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 Matthew D. Haugh and Todd Gabert of Bank of America, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on April 15, 2009. The case was generated on July 10, 2008. There was an abatement conducted on this property one on November 24, 2008. The lien was recorded at Clark County recorder's office on April 23, 2009. Neighborhood Services received two Request for Waiver and/or Reduction of Civil Penalties Applications dated February 23, 2010 on behalf of the owner, US National Assn Trs, requesting the \$40,000 in daily 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 17, 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 5724 Taj Mahal Drive in the amount of \$40,000. PROPERTY OWNERS: US NATIONAL ASSN TRS - Ward 6 (Ross)

Today's hearing is a request from Matthew D. Haugh and Todd Gabert of Bank of America, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on April 15, 2009. The case was generated on July 10, 2008. There was an abatement conducted on this property one on November 24, 2008. The lien was recorded at Clark County recorder's office on April 23, 2009. Neighborhood Services received two Request for Waiver and/or Reduction of Civil Penalties Applications dated February 23, 2010 on behalf of the owner, US National Assn Trs, requesting the \$40,000 in daily civil penalties be waived.

Fees associated with the abatement and inspections total \$3,524 (minus the \$41,200 in daily civil penalties assessed). To date, there have been no payments made. Total owed on the case with civil penalties \$44,792.87 (w/interest).



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: 2/23/2010

Location and/or address of subject property:

Nearest major intersection: Tenaya & Ann

Street Address: 5724 Taj Mahal

Parcel Number: 125-27-812-006

Applicant's Address/Contact Information:

Name: Matthew D. Haugh

(please check the following the applies)

☐ Owner ☐ Purchaser ☒ Agent ☐ Other (explain)

Street Address/PO Box: 3930 Howard Hughes PKWY #180

City: Las Vegas State: NV Zip Code: 89169

Phone No: (702) 249-5478 E-mail: mhaugh@ Fax No: gclsvegas.com

Property Owner's Address/Contact Information: (if different from applicant):

Name: BANK US National Assn trs.

Street Address/PO Box: 400 Countrywide WY E #35

City: Simi Valley State: Ca Zip Code: 93065

Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: \$ 44,792.87

Amount requested to be considered for waiving and/or reduced? \$ 40,000

Signature of Applicant: _____

Date: 2/23/2010

Signature of Owner: Unobtainable

Date: 2/23/10

For Office Use Only:

Council Ward: _____; Case/File Number: 607601; Council Action date of Lien: 4/15/09

Describe why the applicant is requesting a waiver/reduction:

(You may attach additional sheets if needed.)

My clients have had this property in escrow with the Bank/Seller since December 2009. My clients signed all of their required documents on 2/16/10 and were all ready to move into the property, when the seller decided to they didn't want to pay the lien that they knew about since 1/18/2010. This has put my buyers in a very bad spot. They have to be moved out of their current property by this Friday 2/25 and we still have this lien to address. This is my clients 1st home and they could lose it over this.

Describe the existing condition/situation of the subject property:

(You may attach additional sheets if needed.)

The property has been vacant for sometime as you are aware. But the overall condition is good. My buyers are excited to get into the property and make it an asset to the community.

Please help us to expedite this waiver request.

Describe the immediate plans for the property, including any planned improvements: (You may attach additional sheets if needed.)

- Side gate put up to close off back yard.
- New grass and flowers in front yard.
- New Paint inside and out.
- New carpet and renovated kitchen.



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: 2.23.10

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 5724 Tj Mehal

Parcel Number: 125-27-812-006

Applicant's Address/Contact Information:

Name: Bank of America - Todd Gabert

(please check the following the applies)

☒ Owner ☐ Purchaser ☐ Agent ☐ Other (explain) _____

Street Address/PO Box: 2505 W. Chandler Blvd

City: Chandler

State: AZ

Zip Code: 85124

Phone No: 480-224-5697

E-mail: todd.gabert

Fax No: 888-810-7037

@BankofAmerica.com

Property Owner's Address/Contact Information: (if different from applicant):

Name: Same

Street Address/PO Box: _____

City: _____

State: _____

Zip Code: _____

Phone No: _____

E-mail: _____

Fax No: _____

Amount of City of Las Vegas Lien on the Property: \$ 47,792.87

Amount requested to be considered for waiving and/or reduced? \$ Reduced to \$2,000.00

Signature of Applicant: [Signature]

Date: 2.23.2010

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.)*

We foreclosed on this property on 8.3.2009 and we were not aware of this lien issue. We currently show that this lien amount is 91% of the homes value. Will you please reduce the lien amount? I am also attaching a copy of the payoff demand I recently recieved from Ticha Downtown

Describe the existing condition/situation of the subject property:*(You may attach additional sheets if needed.)*

It is my understanding these fees are for re-inspection fees and penalties. Our property is currently in good viewing condition.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

1/7/10



Payoff Demand for:
5724 Taj Mahal Drive

5724 TAJ MAHAL DR
125-27-812-006

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

Date	Rate	Interest	Principal
4/23/2009	67601HN-85146		\$1,150.00
5/23/2009	0.58%	\$6.71	1,156.71
6/23/2009	0.58%	\$6.75	1,163.46
7/23/2009	0.58%	\$6.79	\$1,170.24
8/23/2009	0.58%	\$6.83	1,177.07
9/23/2009	0.58%	\$6.87	1,183.93
10/23/2009	0.58%	\$6.91	\$1,190.84
11/23/2009	0.58%	\$6.95	1,197.79
12/23/2009	0.58%	\$6.99	1,204.77
1/23/2010	0.58%	\$7.03	\$1,211.80
2/23/2010	0.58%	\$7.07	1,218.87

Interest: \$68.87

Total Due with interest thru 2/23/10:

\$1,218.87

71580HN-
37602

18.00	67601HN-1
41,200.00	67601HN-2
150.00	67601HN-31469
348.00	67601HN-31860
498.00	67601HN-32274
680.00	67601HN-32480
680.00	67601HN-32922

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

GRAND TOTAL DUE FOR
PARCEL: **\$44,792.87**

Courtesy of City of Las Vegas Finance Department

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382-3048
TTY 702.386.9108
www.lasvegasnevada.gov

1/7/10



**Payoff Demand for:
5724 Taj Mahal Drive**

5724 TAJ MAHAL DR
125-27-812-006

Date	Rate	Interest	Principal
4/23/2009	67601HN-35146		\$1,150.00
5/23/2009	0.58%	\$6.71	1,156.71
6/23/2009	0.58%	\$6.75	1,163.46
7/23/2009	0.58%	\$6.79	\$1,170.24
8/23/2009	0.58%	\$6.83	1,177.07
9/23/2009	0.58%	\$6.87	1,183.93
10/23/2009	0.58%	\$6.91	\$1,190.84
11/23/2009	0.58%	\$6.95	1,197.79
12/23/2009	0.58%	\$6.99	1,204.77
1/23/2010	0.58%	\$7.03	\$1,211.80
2/23/2010	0.58%	\$7.07	1,218.87

Interest: \$68.87

Total Due with interest thru 2/23/10:

\$1,218.87	71580HN-37602
-------------------	---------------

18.00	67601HN-1
41,200.00	67601HN-2
	67601HN-
150.00	31469
	67601HN-
348.00	31860
	67601HN-
498.00	32274
	67601HN-
680.00	32480
	67601HN-
680.00	32922

GRAND TOTAL DUE FOR PARCEL: \$44,792.87
--

Courtesy of City of Las Vegas Finance Department

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
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400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382-3045
TTY 702.386.9108
www.lasvegasnevada.gov

Invoice Number	Amount	Comment
67601HN 35146	\$1150	Abatement Cost
	\$68.87 (2/23/10)	Interest on abatement
67601HN 31469	\$120	Inspection Fee
	\$12	Inspection late fee
	\$18	Re-inspection late fee
67601HN 31860	\$180	Re-inspection fee
	\$150	\$150 Civil Penalty
	\$18	Re-inspection late fee
67601HN 32274	\$180	Re-inspection fee
	\$18	Re-inspection late fee
	\$300	\$300 Civil Penalty
67601HN 32480	\$180	Re-inspection fee
	\$500	\$500 Civil Penalty
67601HN 32922	\$180	Re-inspection fee
	\$500	\$500 Civil Penalty
67601HN 1	\$18	Re-inspection late fee
67601HN 2	\$41,200	Council awards daily civil penalties at City Council meeting dated April 15, 2009
TOTAL	\$44,792.87	

Violations:

A-Nuisance Vacant Property

A-Weeds

A-Refuse/Waste 9.04.010(4)

Special Loan Servicing

Fax

Recipient Name:** City of Las VegasSender Name:** Todd Gabert

Neighborhood Services Dept

Todd.gabert@bankofamerica.com

Attn: Stephen Harsin-Director

Fax:** 702-229-1033Sender Phone:** 480-224-5647***Sender Fax:** 888-810-9037**Recipient Phone:** 702-229-2317***Date of Fax:** 2/23/2010***Re:** 5724 Taj Mahal Drive***No. of Pages:** 6

Las Vegas, NV 89130

☒ **Urgent**☐ **For Review**☐ **Please Comment**☒ **Please Reply**☐ **Please Recycle****• Comments:**

Good Morning Stephen,

As first mortgage lender, we foreclosed on the above property on 8-3-2009. We have recently been informed that there is a City of Las Vegas Lien on our property. I have contacted Tasha Downtown in your office to obtain a demand. Please see included in this fax a request for a waiver and or reduction of civil penalties and a copy of the demand. Please contact me if you have any questions.

Thank you so much,

Todd Gabert
MLO-Sr Loan Svcs Specialist
2505 W Chandler Blvd
Mail Stop: AZ1-805-03-03
Chandler, AZ 85224
Todd.gabert@bankofamerica.com

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message or any copy of it in your possession. Thank You.

5724 Taj Mahal Avenue
Utopia Way//Taj Mahal Ave

5756 5757 5756 7008

5752 5753

5749

5748 7009

5744 5745 5744

5740 5741

5736 5737

5732 5733

5728 5729

5724 5725

5720 5721

5716 5717

5712 5713

5708 5709

5704 5705

5700 5701

UTOPIA WY

SUBLIME AVE

TAJ MAHAL DR

ROYAL CASTLE LN

MAGIC WINDOW AVE

7216 7217 7213 7209 7205 7201 7200 7204 7208 7212

7228 7229 7225 7221 7217 7213 7209 7205 7201 7117 7113 7109 7105 7101

7008 7009 7012 7013 7008 7009 7012 7013 7008 7009 7012 7013

5724 Taj Mahal Avenue
Utopia Way//Taj Mahal Ave



Spreadsheet of Charges Accrued for 5724 Taj Mahal

Seven (7) inspections with Five (5) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1 st inspection					Initial assessment
2 nd Inspection		\$120.00	\$12.00		Failed
3 rd inspection		\$180.00	\$18.00	\$150.00	Failed
4 th inspection		\$180.00	\$18.00	\$300.00	Failed
5 th inspection		\$180.00	\$18.00	\$500.00	Failed
6 th inspection		\$180.00	\$18.00	\$500.00	Failed
7 th inspection					Passed
Sub-Total		\$840.00	\$84.00	\$1,450.00	\$2,374.00
Payments		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$840.00	\$84.00	\$1,450.00	\$2,374.00

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

Items in Yellow – **PAID -\$ 0.00**

Abatement: Council Action on April 15, 2009

Contractor expenses:	
702 Services	\$1,000.00
15% Administrative Fee	\$150.00
Sub-Total	\$1,150.00
Payments	-\$0.00
Balance	\$1,150.00

Financial Breakdown:

Abatement Fees	\$1,150.00
Interest (Courtesy of Finance Dept)	\$68.87
Inspection Fees	\$840.00
Late Fees	\$84.00
Failed Inspection Penalties	\$1,450.00
Daily Civil Penalty	\$41,200.00
TOTAL	\$44,792.87
Payment	-\$0.00
Outstanding Balance	\$44,792.87



March 5, 2010

Certified/Regular Mail
Return Receipt Requested

LAS VEGAS CITY
COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382-3901
TTY 702.386.9108
www.lasvegasnevada.gov

U S National Bank ASSN TRS
400 Countrywide Way SV-35
Simi Valley, CA 93065-6298

RE: 5724 Taj Mahal – Case 67601

Dear Property Owner/Representative:

At the City Council meeting(s) held on April 15, 2009 Agenda Item #60 was approved for a lien in the amount of \$44,724 excluding interest in the amount of \$68.87 (including daily civil penalties in the amount of \$41,200). The hearing scheduled on March 17, 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,

A handwritten signature in black ink, appearing to read "Devin Smith", is written over a horizontal line.

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

cc: Bank of America, Todd Gabert 2505 W. Chandler Blvd, Chandler, AZ 85224
Matthew D. Haugh, 3930 Howard Hughes Pkwy #180, Las Vegas, NV 89169

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2010

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

Hearing and possible action on a 45-day review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue Units 1-4, 6-8, 4186 Silver Dollar Avenue Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

Fiscal Impact☒**No Impact**☐**Augmentation Required**☐**Budget Funds Available****Amount:****Funding Source:****Dept./Division:** Neighborhood Services/Response**PURPOSE/BACKGROUND:**

The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020 and Section 202 of the Uniform Housing Code. A Nuisance Housing Code Notice and Order to Comply was mailed to the property owners to correct the nuisance per 9.04 – Graffiti, Refuse and Waste, Weeds/Turf; LVMC 13.28 – Street Naming and Address Assignment; 16.20 – Housing Codes; and Title 19. Today's hearing is a review regarding the status of violations and civil penalties from the Public Hearing item on March 4, 2009 and April 15, 2009.

RECOMMENDATION:

Review status of violations listed in Nuisance Housing Code Notice and Order to Comply mailed on September 11, 2008 and the Notice and Order Regarding Vacant or Abandoned Building mailed on August 11, 2008 and recommends a one year review.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Maps
3. Nuisance Housing Code and Vacant or Abandoned Notice and Orders to Comply dated September 11, 2008 and August 11, 2008
4. Reinspection Report for October 15, 2009
5. Review Hearing Notification Letters

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Hearing and possible action on a 45-day review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue Unit 2, 4, 5, 7-8, 4168 Silver Dollar Avenue Units 1-4, 6-8, 4186 Silver Dollar Avenue Units 1-7.

PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020 and Section 202 of the Uniform Housing Code.

Nuisance Housing Code Notice and Order to Comply and a Notice and Order Regarding Vacant or Abandoned Building was mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per 9.04 – Graffiti, Refuse and Waste, Weeds/Turf; LVMC 13.28 – Street Naming and Address Assignment; 16.20 – Housing Codes; and Title 19. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Nuisance Housing Code Notice and Order to Comply mailed on September 11, 2008 and the Notice and Order Regarding Vacant or Abandoned Building mailed on August 11, 2008 and a review of civil penalties assessed. Neighborhood Response recommends a one year review.

Silver Dollar Properties
Major Cross Streets:
Silver Dollar Avenue///Arville Street

SAN JOAQUIN AVE

CINDERELLA LN

MOTT CIR

TARA AVE 132 CONDOS

TARA AVE

SILVER DOLLAR AVE

PENNWOOD AVE

EDWARD W. CLARK HIGH SCHOOL

ARVILLE ST

ARENAS ST

LAS VERDES ST

SONORA ST

SAN JOAQUIN AVE

QUAIL ESTATES WEST
216 CONDOS

FOOT ST

LOTUS ST

WING ST

CHADFORD PL

DANFORD PL

BRADFORD PLACE
171 TOWN HOMES

EDGEFORD PL

CASTLEFORD PL

HARTFORD PL

CASTLEFORD PL

CASTLEFORD PL

CASTLEFORD PL

Silver Dollar Properties
Major Cross Streets:
Silver Dollar Avenue///Arville Street





NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-018

September 11, 2008

Case #68190

*Certified/Regular Mail.
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-018**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov 

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

09/18/2008 12:14:22 T20080215079

Book/Instr: 20080918-0002777

Notice Page Count: 7

Fees: \$20.00 N/C Fee: \$0.00

Debbie Conway
Clark County Recorder

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4152 Silver Dollar Ave. - #2

Case #68190

September 11, 2008

Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4152 Silver Dollar Ave. - #2

Case #68190

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

4152 Silver Dollar Ave. - #2

Case #68190

August 11, 2008

Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4152 Silver Dollar Ave. - #2

Case #68190

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

14
20080918-0002768



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-020

September 11, 2008

Case #68189

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #4, Las Vegas, NV, Parcel # 162-07-622-020**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #4.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4152 Silver Dollar Ave. - #4
Case #68189
September 11, 2008
Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

4152 Silver Dollar Ave. - #4
Case #68189
August 11, 2008
Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 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

31

20080918-0002762



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-021

September 11, 2008

Case #68177

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

Fee: \$19.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 6

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the residential condominium located at 4152 Silver Dollar Ave. - #5, Las Vegas, NV, legally described as Parcel # 162-07-622-021, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to:

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

4152 Silver Dollar Ave. - #5
Case #68177
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-023

September 11, 2008

Case #68191

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-023**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

09/18/2008 12:14:22 T20080215079

Book/Instr: 20080918-0002766

Notice Page Count: 7

Fees: \$20.00 N/C Fee: \$0.00

Debbie Conway
Clark County Recorder

4152 Silver Dollar Ave. - #7

Case #68191

September 11, 2008

Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

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4152 Silver Dollar Ave. - #7
Case #68191
September 11, 2008
Page 5

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(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

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Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

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A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4152 Silver Dollar Ave. - #7

Case #68191

September 11, 2008

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The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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 City of Las Vegas Vacant & Boarded Structures Statement of Intent

4152 Silver Dollar Ave. - #7
Case #68191
August 11, 2008
Page 2

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PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4152 Silver Dollar Ave. - #7

Case #68191

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



14
NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-024

September 11, 2008

Case #68472

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #8, Las Vegas, NV, Parcel # 162-07-622-024**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002767

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

4152 Silver Dollar Ave. - #8

Case #68472

September 11, 2008

Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4152 Silver Dollar Ave. - #8
Case #68472
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4152 Silver Dollar Ave. - #8

Case #68472

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent

4152 Silver Dollar Ave. - #8
Case #68472
August 11, 2008
Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

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1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

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1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

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LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4152 Silver Dollar Ave. - #8

Case #68472

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



16

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

7

NOTICE AND ORDER

APN: 162-07-622-009

September 11, 2008

Case #68005

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #1, Las Vegas, NV, Parcel # 162-07-622-016**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #1.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

20080918-0002776

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

- 1. Cooling Facilities and Cooking Equipment.** If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4168 Silver Dollar Ave. - #1
Case #68005
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4168 Silver Dollar Ave. - #1

Case #68005

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent
 City of Las Vegas Boarded Building Certificate Application

4168 Silver Dollar Ave. - #1
Case #68005
August 11, 2008
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

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2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4168 Silver Dollar Ave. - #1

Case #68005

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #1.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 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



16

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-010

September 11, 2008

Case #68125

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING**

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-
#2, Las Vegas, NV, Parcel # 162-07-622-010**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

20080918-0002771

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

4168 Silver Dollar Ave. - #2
Case #68125
September 11, 2008
Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4168 Silver Dollar Ave. - #2
Case #68125
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4168 Silver Dollar Ave. - #2
Case #68125
September 11, 2008
Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent

4168 Silver Dollar Ave. - #2

Case #68125

August 11, 2008

Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4168 Silver Dollar Ave. - #2

Case #68125

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



31

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(b)

APN: 162-07-622-011

September 11, 2008

Case #68172

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the residential condominium located at 4168 Silver Dollar Ave. - #3, Las Vegas, NV, legally described as Parcel # 162-07-622-011, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

20080918-0002757

Fee: \$19.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 6

4168 Silver Dollar Ave. - #3

Case #68172

September 11, 2008

Page 3

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

Chapter 7 Inspection, Testing, and Purging

Section 7.1.5.3 Where leakage or other defects are located, the affected portion of the piping system shall be repaired or replaced and retest.

Replace gas piping by license contractor.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-

4168 Silver Dollar Ave. - #3
Case #68172
September 11, 2008
Page 5

manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil

16

20080918-0002775



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

7

APN: 162-07-622-012

September 11, 2008

Case #68007

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

Fee: \$20.00
N/C Fee: \$0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at 4168 Silver Dollar Ave.- #4, Las Vegas, NV, Parcel # 162-07-622-012, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a residential condominium located at 4168 Silver Dollar Ave. - #4.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

4168 Silver Dollar Ave. - #4
Case #68007
September 11, 2008
Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4168 Silver Dollar Ave. - #4
Case #68007
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4168 Silver Dollar Ave. - #4

Case #68007

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent
 City of Las Vegas Boarded Building Certificate Application

4168 Silver Dollar Ave. - #4
Case #68007
August 11, 2008
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4168 Silver Dollar Ave. - #4

Case #68007

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 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

16

20080918-0002770



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-014

①

Fee: \$20.00
N/C Fee: \$0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

September 11, 2008

Case #68009

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-014**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

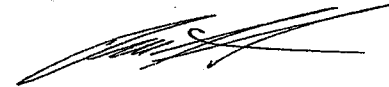
A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4168 Silver Dollar Ave. - #6
Case #68009
September 11, 2008
Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

4168 Silver Dollar Ave. - #6
Case #68009
August 11, 2008
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

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1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

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1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4168 Silver Dollar Ave. - #6

Case #68009

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 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



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-015

September 11, 2008

Case #68010

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-015**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002774

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

4168 Silver Dollar Ave. - #7
Case #68010
September 11, 2008
Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

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- 1. Cooling Facilities and Cooking Equipment.** If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4168 Silver Dollar Ave. - #7
Case #68010
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4168 Silver Dollar Ave. - #7

Case #68010

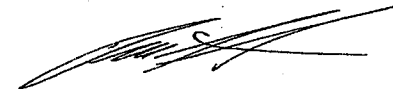
September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

4168 Silver Dollar Ave. - #7

Case #68010

August 11, 2008

Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4168 Silver Dollar Ave. - #7

Case #68010

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

16
20080918-0002772



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-016

September 11, 2008

Case #68176

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING**

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-
#8, Las Vegas, NV, Parcel # 162-07-622-016**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.



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NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

7

APN: 162-07-622-016

September 11, 2008

Case #68176

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
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VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

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Fee: \$20.00

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4168 Silver Dollar Ave. - #8

Case #68176

September 11, 2008

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4168 Silver Dollar Ave. - #8
Case #68176
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

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4168 Silver Dollar Ave. - #8

Case #68176

September 11, 2008

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Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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4168 Silver Dollar Ave. - #8
Case #68176
August 11, 2008
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4168 Silver Dollar Ave. - #8

Case #68176

August 11, 2008

Page 4

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31

20080918-0002765



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-001

September 11, 2008

Case #67914

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

Fee: \$19.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 6

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the residential condominium located at 4186 Silver Dollar Ave. - #1, Las Vegas, NV, legally described as Parcel # 162-07-622-001, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

**LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN**

**MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY**

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.
(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

4186 Silver Dollar Ave. - #1
Case #67914
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 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



16
NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-002

September 11, 2008

Case #68011

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-002**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

20080918-0002780

Fee: \$20.00
N/C Fee: \$0.00

09/18/2008 12:14:22
T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

4186 Silver Dollar Ave. - #2

Case #68011

September 11, 2008

Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4186 Silver Dollar Ave. - #2
Case #68011
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #2

Case #68011

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

4186 Silver Dollar Ave. - #2
Case #68011
August 11, 2008
Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #2

Case #68011

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 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



14

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-003

September 11, 2008

Case #68012

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #3, Las Vegas, NV, Parcel # 162-07-622-006**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #3.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002773

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4186 Silver Dollar Ave. - #3
Case #68012
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #3

Case #68012

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

4186 Silver Dollar Ave. - #3
Case #68012
August 11, 2008
Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #3

Case #68012

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #3.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

31

20080918-0002763



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-004

September 11, 2008

Case #68016

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

Fee: \$19.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 6

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the residential condominium located at 4186 Silver Dollar Ave. - #4, Las Vegas, NV, legally described as Parcel # 162-07-622-004, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

4186 Silver Dollar Ave. - #4
Case #68016
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-005

September 11, 2008

Case #68168

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING

You are hereby notified as recorded owner(s) of the property located at 4186 Silver Dollar Ave. - #5, Las Vegas, NV, Parcel # 162-07-622-005, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a residential condominium located at 4186 Silver Dollar Ave. - #5.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

14
20080918-0002769

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

4186 Silver Dollar Ave. - #5

Case #68168

September 11, 2008

Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4186 Silver Dollar Ave. - #5
Case #68168
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #5

Case #68168

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent

4186 Silver Dollar Ave. - #5
Case #68168
August 11, 2008
Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO)-THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #5

Case #68168

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #5.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



16

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-006

September 11, 2008

Case #68013

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-006**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002778

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

- 1. Cooling Facilities and Cooking Equipment.** If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4186 Silver Dollar Ave. - #6
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September 11, 2008
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proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
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PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

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PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

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LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #6

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- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



16

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-007

September 11, 2008

Case #68014

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-007**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002779

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

4186 Silver Dollar Ave. - #7
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12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code ; the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

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4186 Silver Dollar Ave. - #7
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September 11, 2008
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proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

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In accordance with Chapter 16.31, you are required to:

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A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

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4186 Silver Dollar Ave. - #7

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Neighborhood Response Division
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August 11, 2008

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4168 Silver Dollar Ave. - #8
Case #68176
September 11, 2008
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1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4168 Silver Dollar Ave. - #8

Case #68176

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

31

20080918-0002765



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-001

September 11, 2008

Case #67914

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

Fee: \$19.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 6

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #1, Las Vegas, NV, legally described as Parcel # 162-07-622-001**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

4186 Silver Dollar Ave. - #1

Case #67914

September 11, 2008

Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or

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20080918-0002780



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-002

⑦

Fee: \$20.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

September 11, 2008

Case #68011

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-002**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #2 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4186 Silver Dollar Ave. - #2

Case #68011

September 11, 2008

Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #2

Case #68011

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

4186 Silver Dollar Ave. - #2
Case #68011
August 11, 2008
Page 2

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

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1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #2

Case #68011

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



14

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-003

September 11, 2008

Case #68012

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

**NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING**

You are hereby notified as recorded owner(s) of the property located at 4186 Silver Dollar Ave.-
#3, Las Vegas, NV, Parcel # 162-07-622-006, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a residential condominium located at 4186 Silver Dollar Ave. - #3.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002773

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

4186 Silver Dollar Ave. - #3
Case #68012
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #3

Case #68012

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent

4186 Silver Dollar Ave. - #3
Case #68012
August 11, 2008
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

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2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #3

Case #68012

August 11, 2008

Page 4

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #3.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

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20080918-0002763



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-004

6

Fee: \$19.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 6

September 11, 2008

Case #68016

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the residential condominium located at 4186 Silver Dollar Ave. - #4, Las Vegas, NV, legally described as Parcel # 162-07-622-004, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

**LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN**

**MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY**

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

4186 Silver Dollar Ave. - #4
Case #68016
September 11, 2008
Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or

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20080918-0002769



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

Fee: \$20.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

APN: 162-07-622-005

①

September 11, 2008

Case #68168

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS
BUILDING

You are hereby notified as recorded owner(s) of the property located at 4186 Silver Dollar Ave.- #5, Las Vegas, NV, Parcel # 162-07-622-005, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a residential condominium located at 4186 Silver Dollar Ave. - #5.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov ♻️

4186 Silver Dollar Ave. - #5

Case #68168

September 11, 2008

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12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

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Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

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LVMC 16.32.270 Applicability.

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4186 Silver Dollar Ave. - #5

Case #68168

September 11, 2008

Page 5

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

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A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent

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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

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PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

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1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

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1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #5

Case #68168

August 11, 2008

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- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #5.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-006

September 11, 2008

Case #68013

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-006**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

20080918-0002778

Fee: \$20.00

N/C Fee: \$0.00

09/18/2008

12:14:22

T20080215079

Requestor:

LAS VEGAS CITY

Debbie Conway

SCA

Clark County Recorder Pgs: 7

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

- (A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

- (A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #6

Case #68013

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent
 City of Las Vegas Boarded Building Certificate Application

4186 Silver Dollar Ave. - #6
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August 11, 2008
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #6

Case #68013

August 11, 2008

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- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

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20080918-0002779



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-007

(7)

September 11, 2008

Case #68014

*Certified/Regular Mail
Return Receipt Requested*

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

Fee: \$20.00
N/C Fee: \$0.00

09/18/2008 12:14:22

T20080215079

Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

REVISED

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-007**, as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN

STEVEN D. ROSS • RICKI Y. BARLOW

CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

4186 Silver Dollar Ave. - #7

Case #68014

September 11, 2008

Page 3

12. Infestation of insects, vermin or rodents as determined by the health officer.

Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code ; the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.

Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

4186 Silver Dollar Ave. - #7

Case #68014

September 11, 2008

Page 7

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
 City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
 City of Las Vegas Vacant & Boarded Structures Statement of Intent
 City of Las Vegas Boarded Building Certificate Application

4186 Silver Dollar Ave. - #7
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMBING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

4186 Silver Dollar Ave. - #7

Case #68014

August 11, 2008

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- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more

Silver Dollar Re-Inspection Report 10/15/2009

4186 Silver Dollar

Case Number	Unit	Violations Remaining	Inspection Results	Occupied/Vacant
67914	1	Interior Insp- Previously passed. Leave Case Open for Common Area Inspected 8/31/09 1)Cleanout not to Grade Level	Failed	Occupied
68011	2	No Insp/ Previously passed.	Passed	Occupied
68012	3	No Insp/ Previously passed.	Passed	Occupied
68016	4	No Insp/ Previously passed.	Passed	Occupied
68168	5	Violations repaired.	Passed	Occupied
68013	6	No Insp/ Previously passed.	Passed	Occupied
68014	7	No Insp/ Previously passed.	Passed	Occupied
68171	8	None	Passed	Owner Occupied

4168 Silver Dollar

Case Number	Unit	Violations Remaining	Inspection Results	Occupied/Vacant
68005	1	Violations repaired.	Passed	Occupied
68125	2	No inspection completed- Will be ready on 3/2/09 Inspected 4/30/09 1) Broken door knob assembly 2) Lvngrm window broken 3) GFCI broken-ktchn 4) Kichn snk not secured 5) Hood outlet incomplete 6) Exhaust duct not installed 7) No stove 8) Missing interior door casing 9) Bedroom window broken 10) Circuit Breakers unlabeled 11) Cabinets in disrepair 12) Toilet needs base caulked 13) Incorrect tail piece-lavatory 14) Tub drain backed up 15) Tub shower valve disrepair 16) Bathroom wall unfinished 17) Need electricity	First Fail from boarded status	Vacant
		Inspected 7/10/09 Violations repaired	Passed	Occupied
68172	3	No inspection completed, will be moved to unit 3 when completed. Then unit to be rehabbed. Not ready for inspection of 4/30/09 Inspected 7/10/09 Violations repaired	Vacant Passed	Occupied Now Vacant Occupied
68007	4	1)Window broken Inspected 8/31/09 Compliance Made	Passed	Occupied
68173	5	None	Passed	Owner Occupied
68009	6	Violations repaired.	Passed	Occupied

		11)Need electricity Inspected 7/10/09 Violations repaired	Passed	Occupied
	8	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Missing range hood w/exhaust 2)Kitchen cabinets in disrepair 3)Bathroom sink/cabinet not replaced 4)Exhaust fan to have roof flashing 5)Carpet not installed throughout 6)Unusable stove 7)Need electricity Inspected on 7/10/09	First fail from boarded status	Vacant Vacant
68472		1)Common Area Clean Out Buried	Failed	Occupied

Items with * are new violations.

Common Area Violations :

- 1) Needs to restore and return the copper water piping as the grounding electrode or repair by other approved means. — Inspector verified repaired.
- 2) Interior area landscaping has been completed.
- 3) Repair all damaged stucco to exterior areas of building. This item was completed.
- 4) Common Area at 4152 is to have cleanout raised to grade level. Compliance met on 10/15/09.
- 5) Common Area at 4186 is to have back flow protection at front landscape connection. As of 8/31/09 this has not been completed. Compliance met on 9/14/09.



March 1, 2010

Certified/Regular Mail
Return Receipt Requested

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 792 386.3045
www.lasvegasnevada.gov

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on September 16, 2009, Agenda Item #36 was approved for a forty-five day review hearing. The hearing review is scheduled to be heard on March 17, 2010. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

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,

A handwritten signature in black ink, appearing to read "Devin Smith".

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld



September 1, 2009

Certified/Regular Mail
Return Receipt Requested

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

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RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on July 15, 2009, Agenda Item #49 was approved for a forty-five day review hearing. The hearing review is scheduled to be heard on September 16, 2009. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

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,

A handwritten signature in black ink, appearing to read "Devin Smith".

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl



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 792 386.3045
www.lasvegasnevada.gov**

June 18, 2009

**Certified/Regular Mail
Return Receipt Requested**

**RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304**

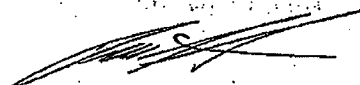
**4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7**

Dear Property Owner:

At the City Council meeting held on April 15, 2009, Agenda Items #53-57 were approved for a three (3) month review hearing. The hearing review is scheduled to be heard on July 15, 2009. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

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:jl

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-37321 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: BLOKHAUS CAPITAL CORPORATION - OWNERS: PARKHAUS, LLC AND VIDA ENT., LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-9673) FOR A PROPOSED MIXED-USE DEVELOPMENT at 1001 North Main Street (APNs 139-27-602-003 and 004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

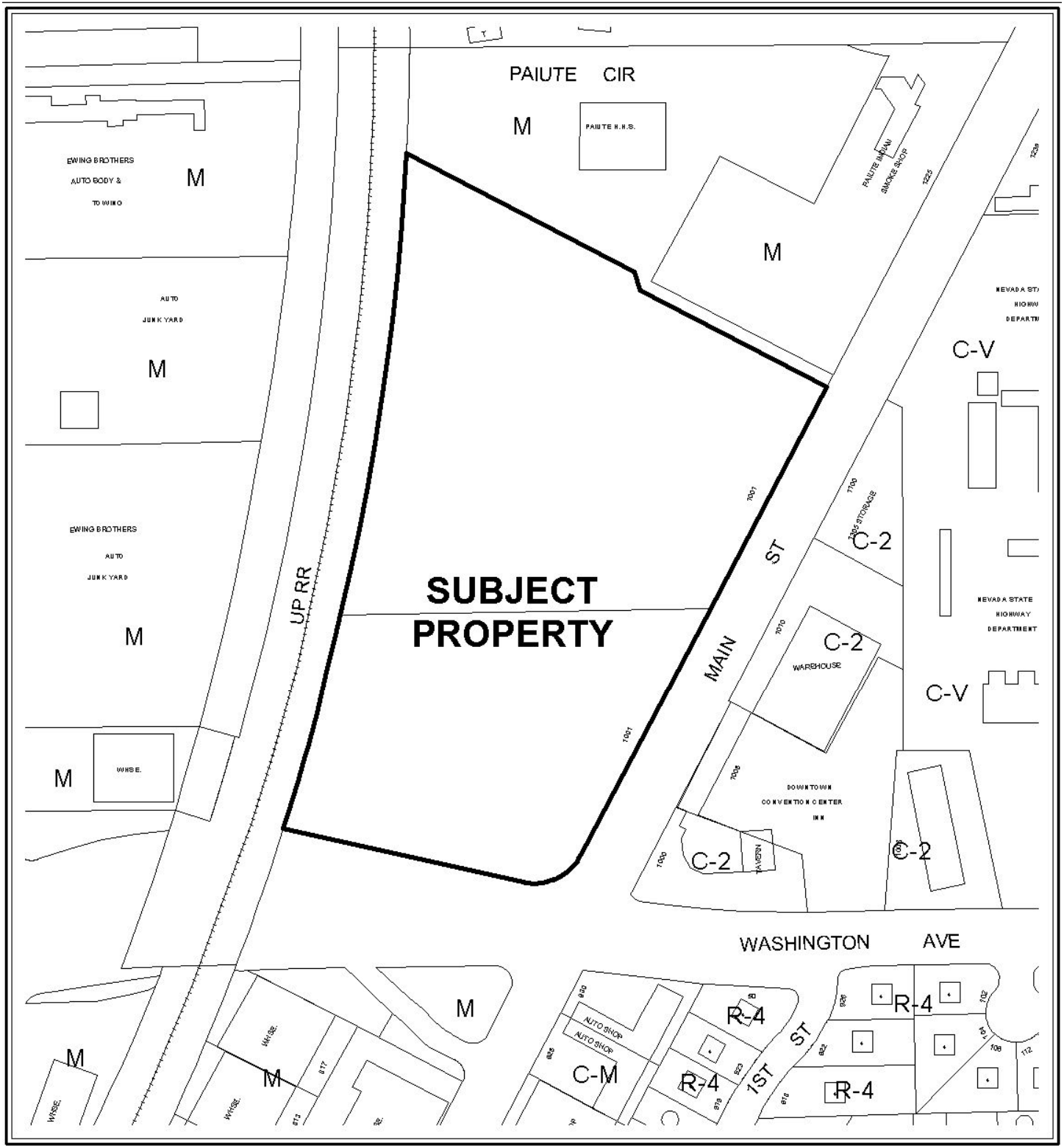
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for EOT-26292



0 200 400 Feet

CASE: **EOT-37321**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)





CASE: EOT-37321

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-37321 - APPLICANT: BLOKHAUS CAPITAL CORPORATION - OWNERS: PARKHAUS, LLC AND VIDA ENT., LLC

**** CONDITIONS ****

Staff recommends APPROVAL, subject to conditions:

Planning and Development

1. This Special Use Permit (SUP-9673) shall expire on January 4, 2012 unless another Extension of Time is approved by City Council.
2. Conformance to the conditions of approval of the Special Use Permit (SUP-9673) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-37321 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently vacant land with a previously approved Special Use Permit (SUP-9673) for a mixed use development at 1001 North Main Street. No plans have been submitted nor have building permitted been issued for the proposed project. No new development or changes in land use in the surrounding areas have occurred. The applicant is requesting an Extension of Time to develop the land as previously approved. Staff recommends approval of this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
01/04/06	The City Council approved a request to amend a portion of the Southeast Sector of the Master Plan (GPA-9154) from M (Medium Density Residential) to SC (Service Commercial) on 11.0 acres at 1001 North Main Street. The Planning Commission recommended approval on 11/17/05.
	The City Council approved a related request for a Rezoning (ZON-9668) from R-3 (Medium Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-9673) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-9672) for a mixed-use development consisting of 442 residential units and 31,000 square feet of retail space with a waiver for a reduction of perimeter landscaping.
06/27/06	A Code Enforcement case (43789) was processed for vagrant camps set up on property located at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
04/23/07	A Code Enforcement case (52413) was processed for high weeds and trash/debris on property at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
05/07/07	A Code Enforcement case (53001) was processed for a vacant lot covered with litter at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
08/13/07	A Code Enforcement case (56646) was processed for a chain link fence knocked down at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.

EOT-37321 - Staff Report Page Two
March 17, 2010 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/20/08	The City Council approved a request for an Extension of Time (EOT-26294) of a previously approved Rezoning (ZON-9668) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) at 1001 North Main Street. The City Council approved a related request for an Extension of Time (EOT-26292) for a Special Use Permit (SUP-9673) for a proposed mixed-use development. The City Council approved a related request for an Extension of Time (EOT-26293) of a previously approved Site Development Plan Review (SDR-9672) for a mixed-use development consisting of 442 residential units and 31,000 square feet of retail space and a waiver for a reduction of perimeter landscaping.
04/11/08	A Code Enforcement case (64387) was processed for a chain link fence knocked down at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
06/23/09	A Code Enforcement case (79288) was processed for trash/debris and an unsafe fence at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
08/27/09	A Code Enforcement case (81295) was processed for the fence damaged and persons camping on property at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
<i>Related Building Permits/Business Licenses</i>	
No business licenses or building permits have been issued for the proposed project.	
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required for this type of application, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required for this type of application, nor was one held.	

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	10.89

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant Land-Proposed Mixed-Use Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Indian Reservation	M (Medium Density Residential)	M (Industrial)
South	Warehouses	C (Commercial)	M (Industrial)
East	Warehouses, Tavern, Motel	GC (General Commercial)	C-2 (General Commercial)
West	Railroad, Junk Yard	LI/R (Light Industry/Research)	M (Industrial)

EOT-37321 - Staff Report Page Three
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
Downtown North Plan	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-9673) for a mixed use development located at 1001 North Main Street. No plans have been submitted nor have building permitted been issued for the proposed project. Since the approval of the Special Use Permit (SUP-9673), there have been seven (7) Code Enforcement cases processed and closed for the property that ranged from trash, debris, high weeds, a damaged fence, and vagrants living on the lot.

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-9673) has not met the requirements as outlined in Title 19.18.060 to exercise the entitlement. There have not been any changes in land use or new development for properties in the surrounding areas. The applicant is requesting an Extension of Time to develop the land as previously approved. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-9673) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37321** APN: 139-27-602-003/004

Name of Property Owner: Parkhaus LLC

Name of Applicant: Blokhaus Capital Corporation

Name of Representative: Simon Terry-Lloyd

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: _____

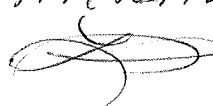
Signature of Property Owner: _____

Print Name: Graham Downes

Subscribed and sworn before me

This _____ day of _____, 20____

Notary Public in and for said County and State

NOTARY JURAT
ATTACHED.
 2-1-10

JURAT

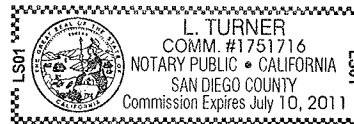
State of California

County of SAN DIEGO

Subscribed and affirmed before me on this 1 day of Feb.,
2010, by GRAHAM DOWNS

who proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.


signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type of title of document STATEMENT

OF FINANCIAL INTEREST

CASE # SVP-9673

Number of pages in document 1



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37321** APN: 139-27-602-003/004

Name of Property Owner: Antonia Sustaita/Vida Enterprise, LLC

Name of Applicant: Antonio Sustaita

Name of Representative: Simon Terry-Lloyd

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: _____

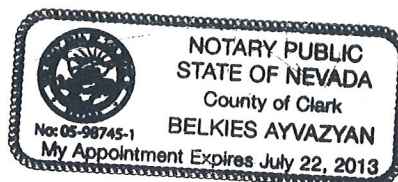
Signature of Property Owner: 

Print Name: Antonio Sustaita

STATE: NEVADA COUNTY: CLARK.
Subscribed and sworn before me

This 3rd day of February, 2010 —


Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time Request
Project Address (Location) 1001 N. Main Street
Project Name Main-11 Proposed Use Mixed Use
Assessor's Parcel #(s) 139-27-602-003/004 Ward # 5
General Plan: existing X proposed _____ Zoning: existing R-3 proposed C-1
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 10.89 Lots/Units 442 Density Limited Commercial
Additional Information ZON-9668; SDR-9672; SUP-9673

PROPERTY OWNER ParkHaus LLC, Vida Ent. LLC Contact Simon Terry-Lloyd
Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

APPLICANT Blokhaus Capital Corp. Contact Simon Terry-Lloyd
Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

REPRESENTATIVE Blokhaus Capital Corp. Contact Simon Terry-Lloyd
Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

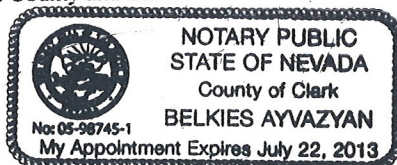
Print Name Antonio Sustaita
STATE: NEVADA COUNTY: CLARK
Subscribed and sworn before me

This 3rd day of February, 20 10.

[Signature]

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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PLANNING & DEVELOPMENT DEPARTMENT

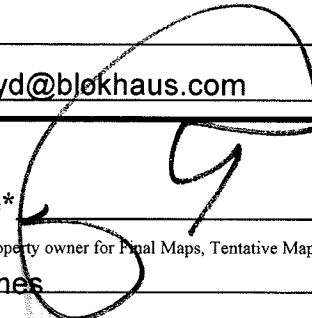
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Gross Acres 10.89 Lots/Units 442 Density Limited Commercial
Additional Information ZON-9668; SDR-9672; SUP-9673

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Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

Property Owner Signature* 

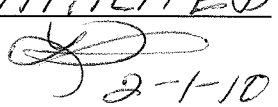
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Graham Downes

Subscribed and sworn before me

This _____ day of _____, 20 _____.

NOTARY JURAT ATTACHED.

Notary Public in and for said County and State 

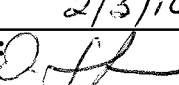
FOR DEPARTMENT USE ONLY

Case # EOT-37321

Meeting Date: 3/17/10

Total Fee: \$ 300.00

Date Received:* 2/3/10

Received By: 

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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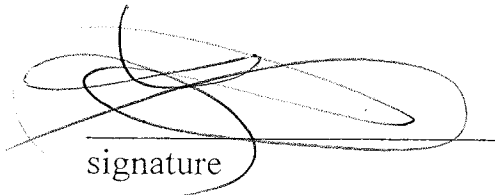
JURAT

State of California

County of SAN DIEGO

Subscribed and affirmed before me on this 1 day of Feb.,
2010, by GRAHAM DOWNES

who proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.


signature



(seal)

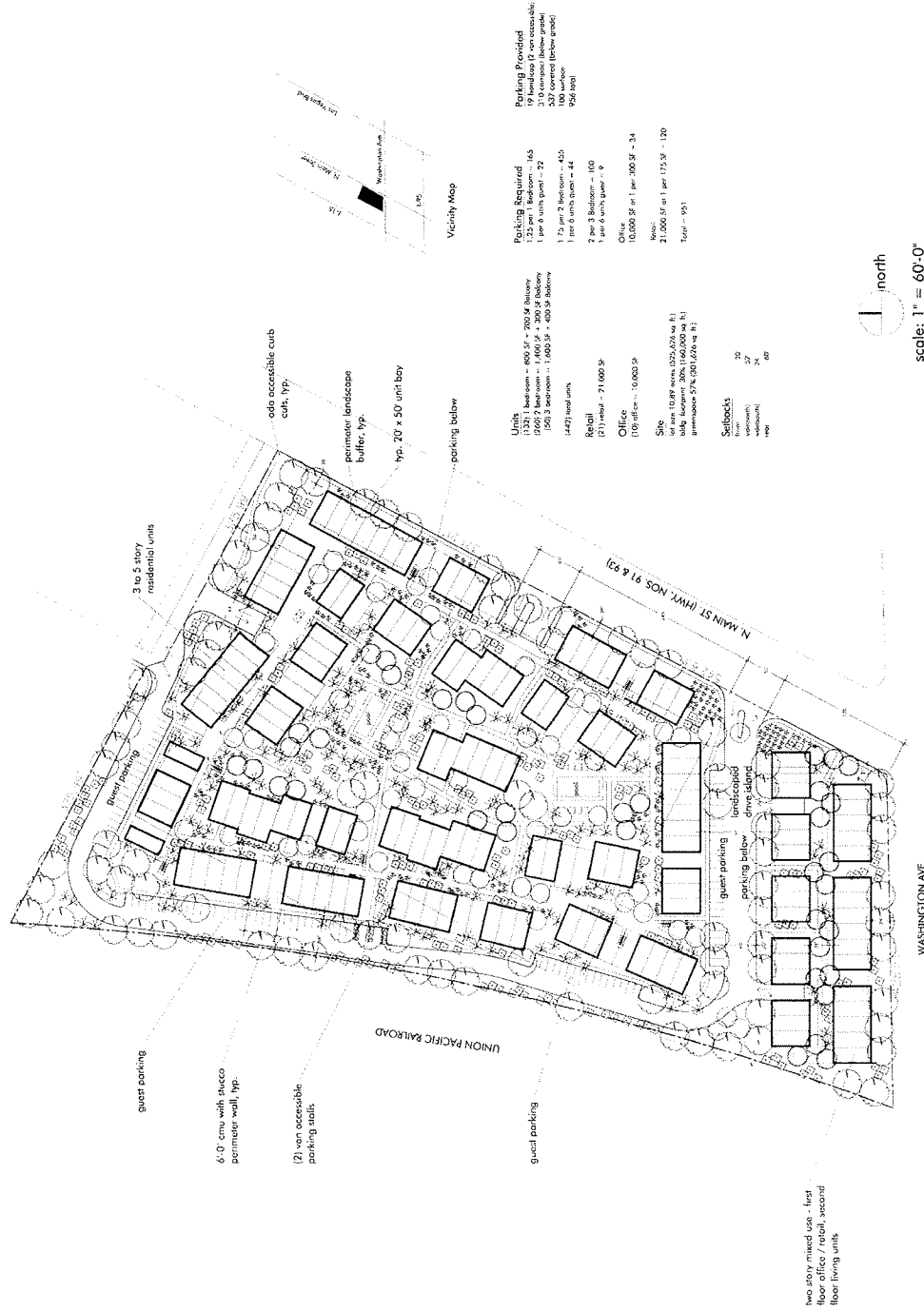
OPTIONAL INFORMATION

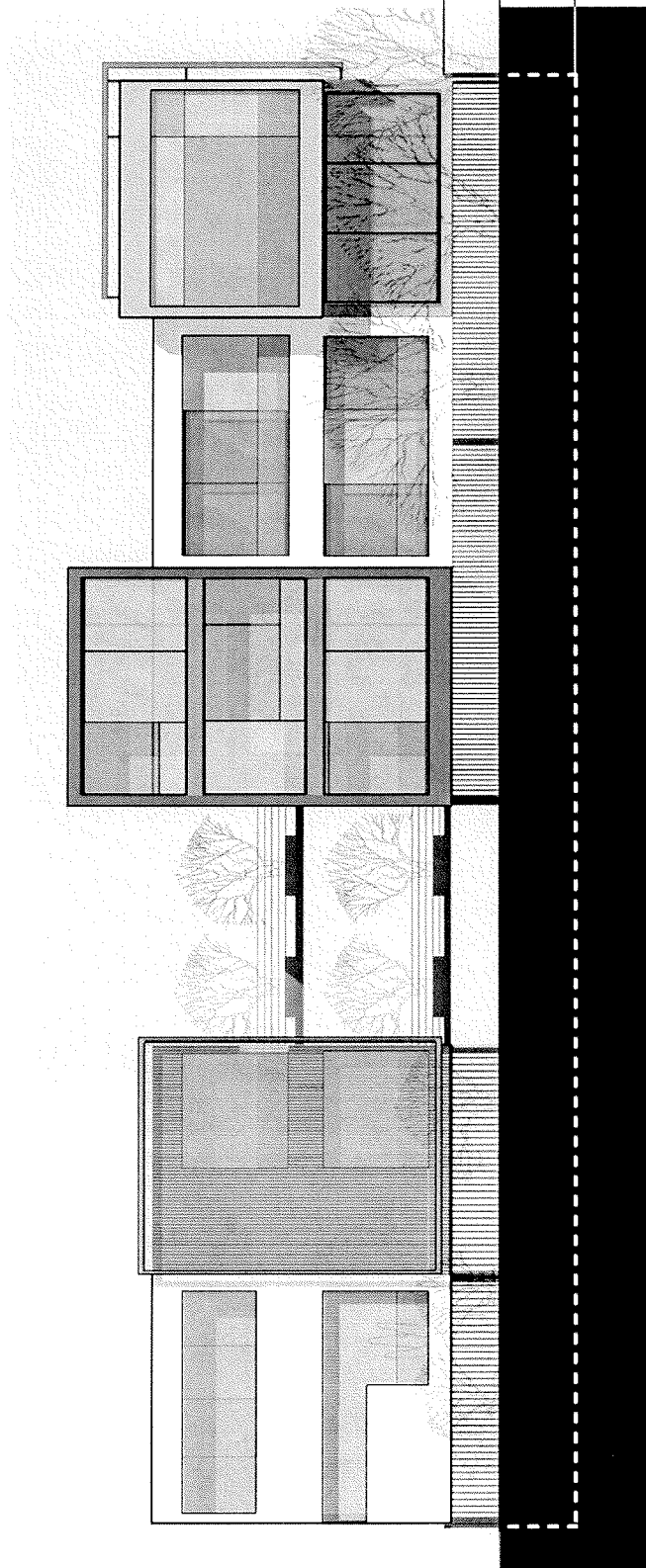
Date of Document

Type of title of document

APPLICATION / PETITION FORM
ASSESSOR'S PARCEL 139-27-602-003/004
Number of pages in document 1

EOT-37321
03/1710 CC





Finish Floor 104'-0"
Finish Grade 100'-0"
Parking 90'-4"

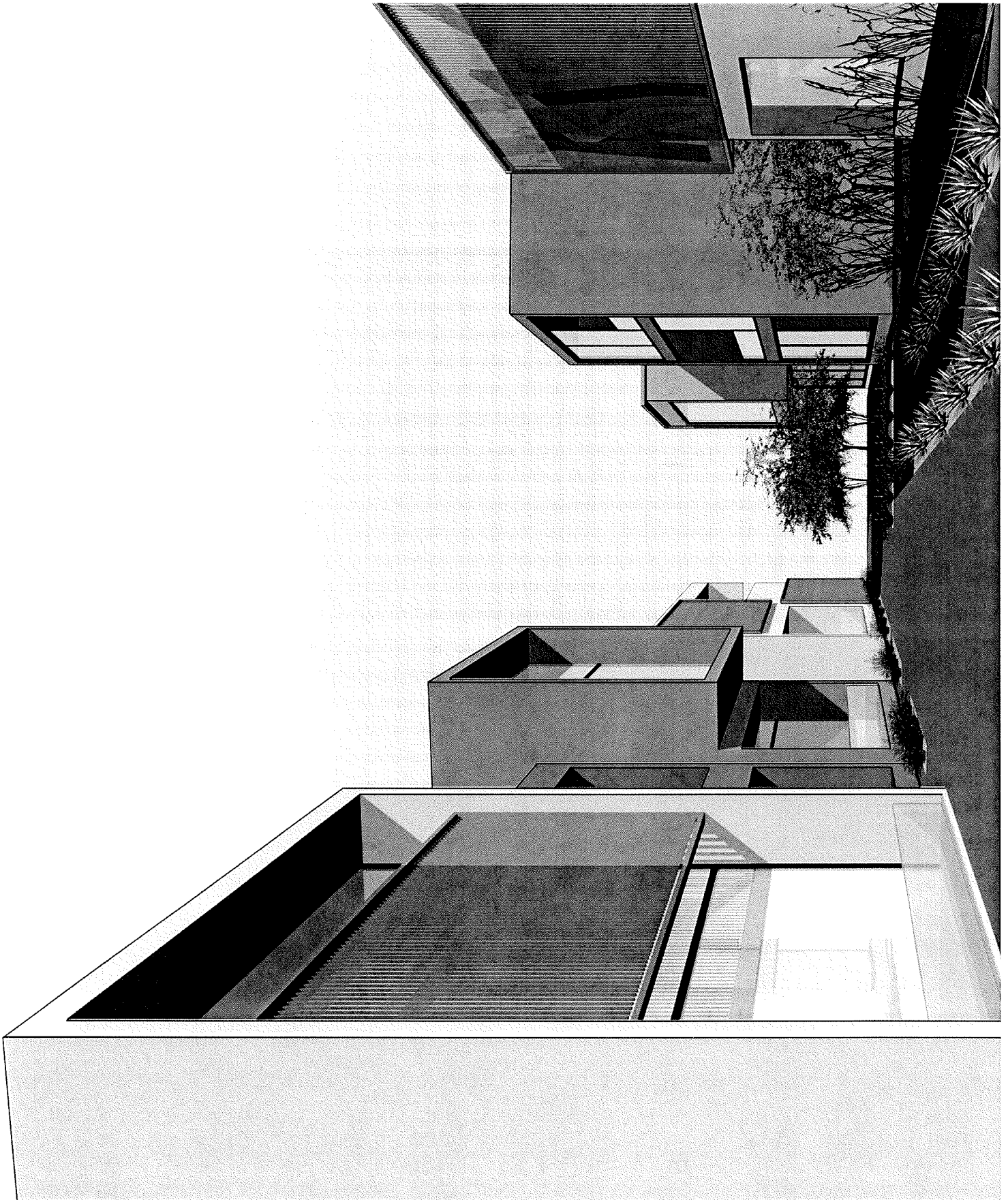
EOT-37321
03/1710 CC



EOT-37321
03/1710 CC







BLOKHAUS

February 1, 2010

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: 1001 N. Main Street
Parcel #'s: 139-27-602-003 & 004
Extension of Time & Plan Justification Request

INTRODUCTION

The property is located at 1001 N. Main Street at the northwest corner of Washington and Main Street, just east of US Highway No 91-93, and in close proximity to Interstate 15. The contiguous parcels comprise approximately 474,768 sf or 10.89 acres.

The current owners, Vida Enterprises, LLC and Parkhaus, LLC, having acquired the real estate, continue to envision the area as a future desirable downtown mixed-use residential and retail area.

BLOKHAUS has been retained by the owners to maintain the current entitlements with future development plans for the property's highest and best use contributing to the revitalization of the area. BLOKHAUS is a small, private development company with a focus on urban renewal in redevelopment areas, particularly where blight is imminent. The group is based in San Diego and has a Las Vegas operating division.

REDEVELOPMENT

Main-11 is a proposed five story low-rise development with higher density, mixed-use residential and condominium units, built to address the need for sustainable, design-driven, low-to-middle income housing for the workforce in the downtown area. We believe our extension request can be supported by a shift in the feasibility and financing for a planned development of this size in 2011. We further maintain the project as conceived demonstrates good cause and remains consistent with the future revitalization and area development. Subsequently, this warrants maintaining the current entitlements while seeking opportunities for the future development, sale or partnership.

EOT-37321
03/1710 CC

PROPOSALS

Based on our continued internal study and feasibility reviews, we are not seeking a different development plan from our original request and the zoning stays the same as currently entitled to C-1, thus the following development configuration remains as originally planned:

Site Area: ~ 474,768 sf
5-Story, 4 Floors
Type V Construction over 1-level Concrete Podium
442 Total Living Units: Open Plan, Loft Type
443 Total Parking Spaces (At Grade)

For Sale Condominium Units

1/1 Bedroom / Bath	132
2/2 Bedroom / Bath	260
3/2.5 Bedroom / Bath	50

SUMMARY

The proposal will be beneficial to the City of Las Vegas three major areas:

1. Revitalizing a blighted neighborhood;
2. Helping meet the housing needs for the future work force;
3. Providing increased tax-based revenue.

Thank you for considering our Extension of Time application, we greatly appreciate it.

Sincerely,



Simon Terry-Lloyd
BLOKHAUS



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702 386.9108
www.lasvegasnevada.gov

February 21, 2008

Mr. Jim Torti
Parkhaus, LLC
1600 National Avenue
San Diego, California 92113

RE: EOT-26292 – EXTENSION OF TIME
CITY COUNCIL MEETING OF FEBRUARY 20, 2008

Dear Mr. Torti:

The City Council at a regular meeting held February 20, 2008 APPROVED the request for an Extension of Time of an approved Special Use Permit (SUP-9673) FOR A PROPOSED MIXED-USE DEVELOPMENT at 1001 North Main Street (APNs 139-27-602-003 and 004), R-3 (Medium Density Residential) Zone Under a Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 21, 2008. This approval is subject to:

Planning & Development

1. This Special Use Permit (SUP-9673) shall expire on 1/04/10 unless another Extension of Time is approved by the Planning and Development Department.
2. Conformance to all conditions of approval of Special Use Permit (SUP-9673) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Colli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Jim Torti
Blokhaus Development
1600 National Avenue
San Diego, California 92113

Mr. Tony Justaita
Vida Enterprises, LLC
1600 National Avenue
San Diego, California 92113

EOT-37321
03/1710 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-37329 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW -
APPLICANT: BLOKHAUS CAPITAL CORPORATION - OWNERS: PARKHAUS, LLC
AND VIDA ENT., LLC - Request for an Extension of Time of a previously approved Site
Development Plan Review (SDR-9672) FOR A MIXED-USE DEVELOPMENT CONSISTING
OF 442 RESIDENTIAL UNITS AND 31,000 SQUARE FEET OF RETAIL SPACE AND A
WAIVER FOR A REDUCTION OF PERIMETER LANDSCAPING at 1001 North Main Street
(APNs 139-27-602-003 and 004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff
recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

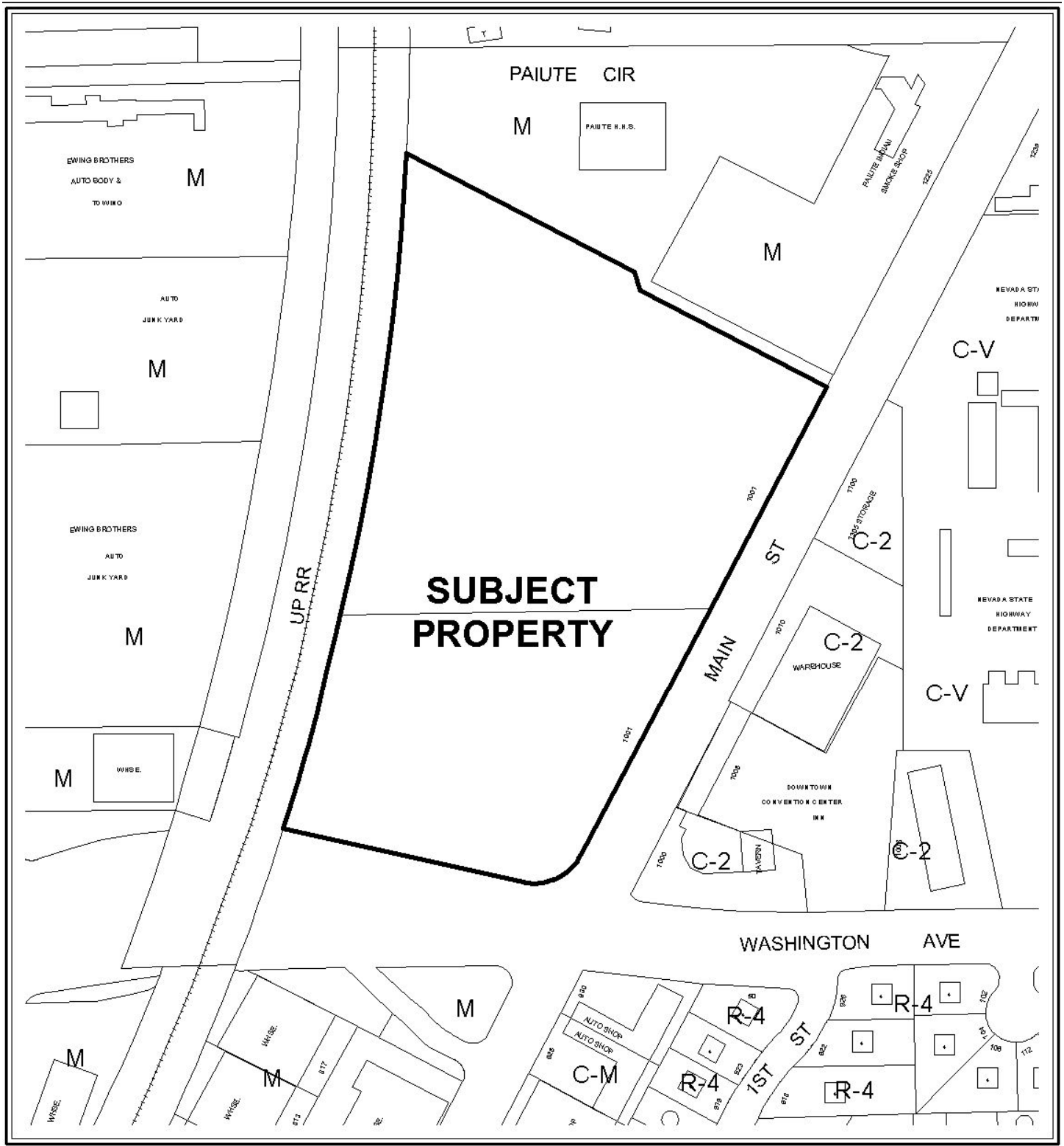
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for EOT-26293



CASE: **EOT-37329**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 200 400 Feet

CASE: EOT-37329

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-37329 - APPLICANT: BLOKHAUS CAPITAL CORPORATION - OWNERS: PARKHAUS, LLC AND VIDA ENT., LLC

**** CONDITIONS ****

Staff recommends APPROVAL, subject to conditions:

Planning and Development

1. This Site Development Plan Review (SDR-9672) shall expire on January 4, 2012 unless another Extension of Time is approved by City Council.
2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-9672) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-37329 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently vacant land with a previously approved Site Development Plan Review (SDR-9672) for a mixed-use development consisting of 422 residential units and 31,000 square feet of retail space with a waiver for a reduction of perimeter landscaping at 1001 North Main Street. The applicant has not made any progress on the proposed project in the form of the issuance of building permits or business licenses for the development. No new development or changes in land use in the surrounding areas have occurred. The applicant is requesting an Extension of Time to develop the land as previously approved. Staff recommends approval of this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
01/04/06	The City Council approved a request to amend a portion of the Southeast Sector of the Master Plan (GPA-9154) from M (Medium Density Residential) to SC (Service Commercial) on 11.0 acres at 1001 North Main Street. The Planning Commission recommended approval on 11/17/05.
	The City Council approved a related request for a Rezoning (ZON-9668) from R-3 (Medium Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-9673) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-9672) for a mixed-use development consisting of 442 residential units and 31,000 square feet of retail space with a waiver for a reduction of perimeter landscaping.
06/27/06	A Code Enforcement case (43789) was processed for vagrant camps set up on property located at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
04/23/07	A Code Enforcement case (52413) was processed for high weeds and trash/debris on property at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
05/07/07	A Code Enforcement case (53001) was processed for a vacant lot covered with litter at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
08/13/07	A Code Enforcement case (56646) was processed for a chain link fence knocked down at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.

EOT-37329 - Staff Report Page Two
March 17, 2010 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/20/08	The City Council approved a request for an Extension of Time (EOT-26294) of a previously approved Rezoning (ZON-9668) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) at 1001 North Main Street. The City Council approved a related request for an Extension of Time (EOT-26292) for a Special Use Permit (SUP-9673) for a proposed mixed-use development. The City Council approved a related request for an Extension of Time (EOT-26293) of a previously approved Site Development Plan Review (SDR-9672) for a mixed-use development consisting of 442 residential units and 31,000 square feet of retail space and a waiver for a reduction of perimeter landscaping.
04/11/08	A Code Enforcement case (64387) was processed for a chain link fence knocked down at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
06/23/09	A Code Enforcement case (79288) was processed for trash/debris and an unsafe fence at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
08/27/09	A Code Enforcement case (81295) was processed for the fence damaged and persons camping on property at 1001 North Main Street. Code Enforcement closed the case on 01/22/10.
<i>Related Building Permits/Business Licenses</i>	
No business licenses or building permits have been issued for the proposed project.	
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required for this type of application, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required for this type of application, nor was one held.	

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	10.89

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant Land-Proposed Mixed-Use Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Indian Reservation	M (Medium Density Residential)	M (Industrial)
South	Warehouses	C (Commercial)	M (Industrial)
East	Warehouses, Tavern, Motel	GC (General Commercial)	C-2 (General Commercial)
West	Railroad, Junk Yard	LI/R (Light Industry/Research)	M (Industrial)

EOT-37329 - Staff Report Page Three
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
Downtown North Plan	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-9672) for a mixed-use development consisting of 422 residential units and 31,000 square feet of retail space with a waiver for a reduction of perimeter landscaping. The applicant has not made any progress on the proposed project in the form of the issuance of building permits for the principal structure. Since the approval of the Site Development Plan Review (SDR-9672), there have been seven (7) Code Enforcement cases processed and closed for the property that ranged from trash, debris, high weeds, a damaged fence, and vagrants living on the lot.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-9672) has not met the requirements as outlined in Title 19.18.050 as no permits have been issued for the proposed project. No new development or changes in land use in the surrounding areas have occurred. The applicant is requesting an Extension of Time to develop the land as previously approved. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-9672) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37329** APN: 139-27-602-003/004

Name of Property Owner: Parkhaus LLC

Name of Applicant: Blokhaus Capital Corporation

Name of Representative: Simon Terry-Lloyd

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: Graham Downes

Subscribed and sworn before me

This _____ day of _____, 20____

Notary Public in and for said County and State

*NOTARY JURAT
ATTACHED.*

[Signature] 2-1-10

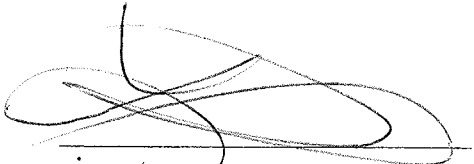
JURAT

State of California

County of SAN DIEGO

Subscribed and affirmed before me on this 1 day of Feb,
2010, by GRAHAM DOWNS

who proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.


signature



(seal)

OPTIONAL INFORMATION

Date of Document

Type of title of document STATEMENT

OF FINANCIAL INTEREST

~~APP~~ CASE # SDR-9672

Number of pages in document 1



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time Request
Project Address (Location) 1001 N. Main Street
Project Name Main-11 Proposed Use Mixed Use
Assessor's Parcel #(s) 139-27-602-003/004 Ward # 5
General Plan: existing X proposed _____ Zoning: existing R-3 proposed C-1
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 10.89 Lots/Units 442 Density Limited Commercial
Additional Information SDR-9672

PROPERTY OWNER ParkHaus LLC, Vida Ent. LLC Contact Simon Terry-Lloyd
Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

APPLICANT Blokhaus Capital Corp. Contact Simon Terry-Lloyd
Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

REPRESENTATIVE Blokhaus Capital Corp. Contact Simon Terry-Lloyd
Address 1600 National Avenue Phone: (619) 234-8371 Fax: (619) 234-2568
City San Diego State CA Zip 92113
E-mail Address sterry-lloyd@blokhaus.com

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Graham Downes

Subscribed and sworn before me

This 4 day of FEBRUARY, 20 10.

Notary Public in and for said County and State

NOTARY
JURAT

ATTACHED

2-4-10

FOR DEPARTMENT USE ONLY

Case # 601-37329

Meeting Date: 3/17/10

Total Fee: \$300.00

Date Received: 2/5/10

Received By: [Signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

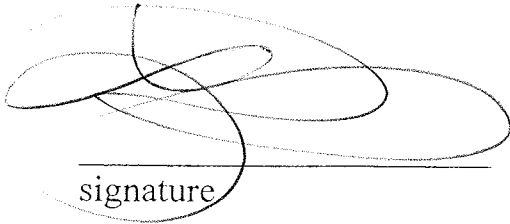
JURAT

State of California

County of SAN DIEGO

Subscribed and affirmed before me on this 4 day of Feb.,
2010, by GRAHAM DRWNE

who proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.


signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type of title of document Planning & Devel.

Dept. - Application Petition Form
(ASSESSOR'S PARCEL 139-27-602-003/004)

Number of pages in document 1

SIGNING AUTHORITY AGREEMENT

RE: Extension of Time for APN #139-27-602-003 & 004

This agreement is between the Tenants in Common owners ("Owners") of the real property located at 1001 North Main Street, Las Vegas, Nevada, Vida Enterprises LLC (2/3 ownership), and ParkHaus LLC (1/3 ownership).

For purposes of the Extension of Time application, Owners agree that Graham Downes has signing authority for both parties.

This agreement does not create a joint venture or partnership between the parties. The Owners are Tenants in Common on the real property.

Vida Enterprises LLC [Signature] 2-4-10
Vida Enterprises LLC by Anthony Sustaita Date

ParkHaus LLC by Graham Downes

2-4-10
Date

[Signature]
Anthony Sustaita

2-4-10
Date

[Signature]
Graham Downes

2-4-10
Date

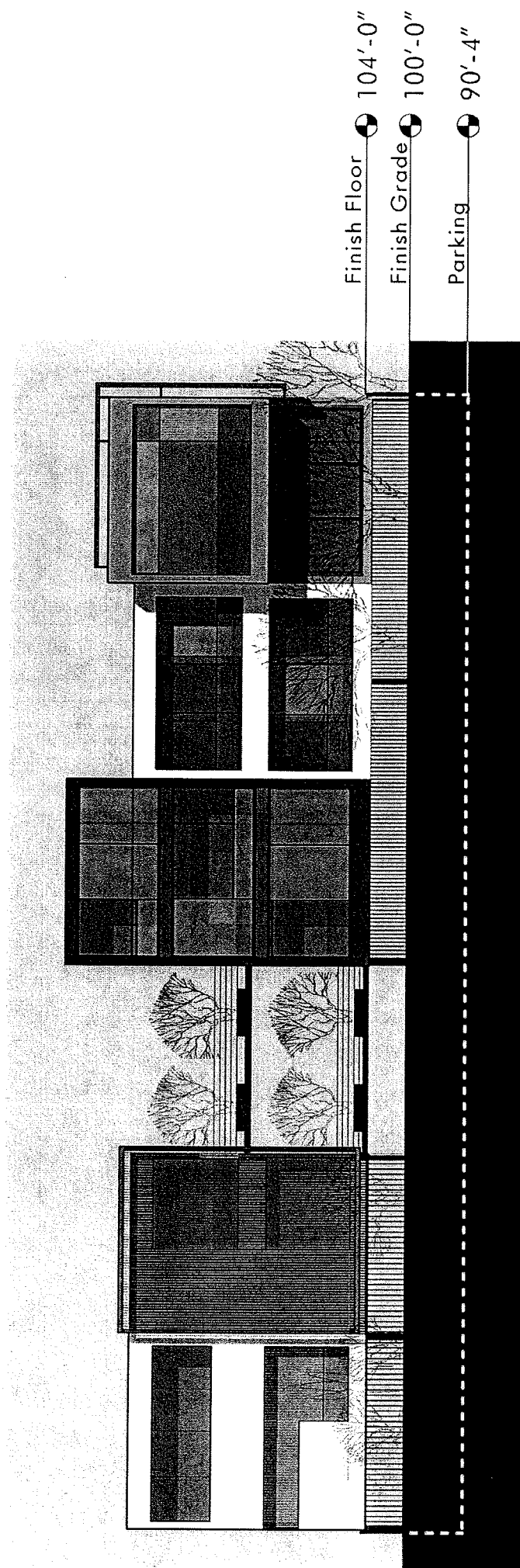
BLOKHAUS

Main Street
Mixed Use Development

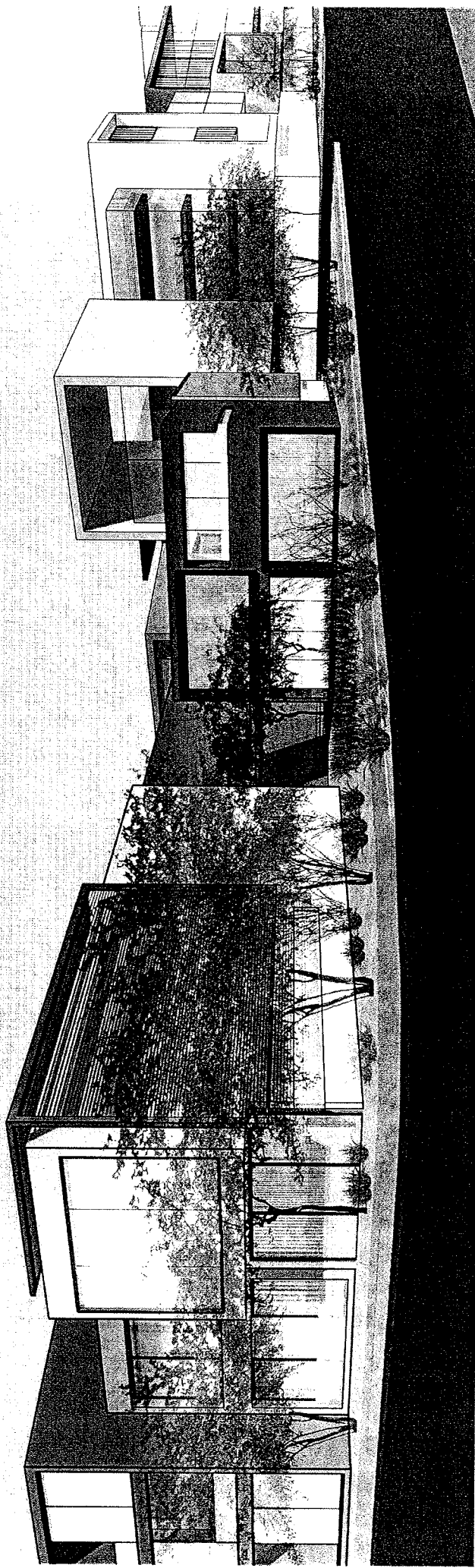
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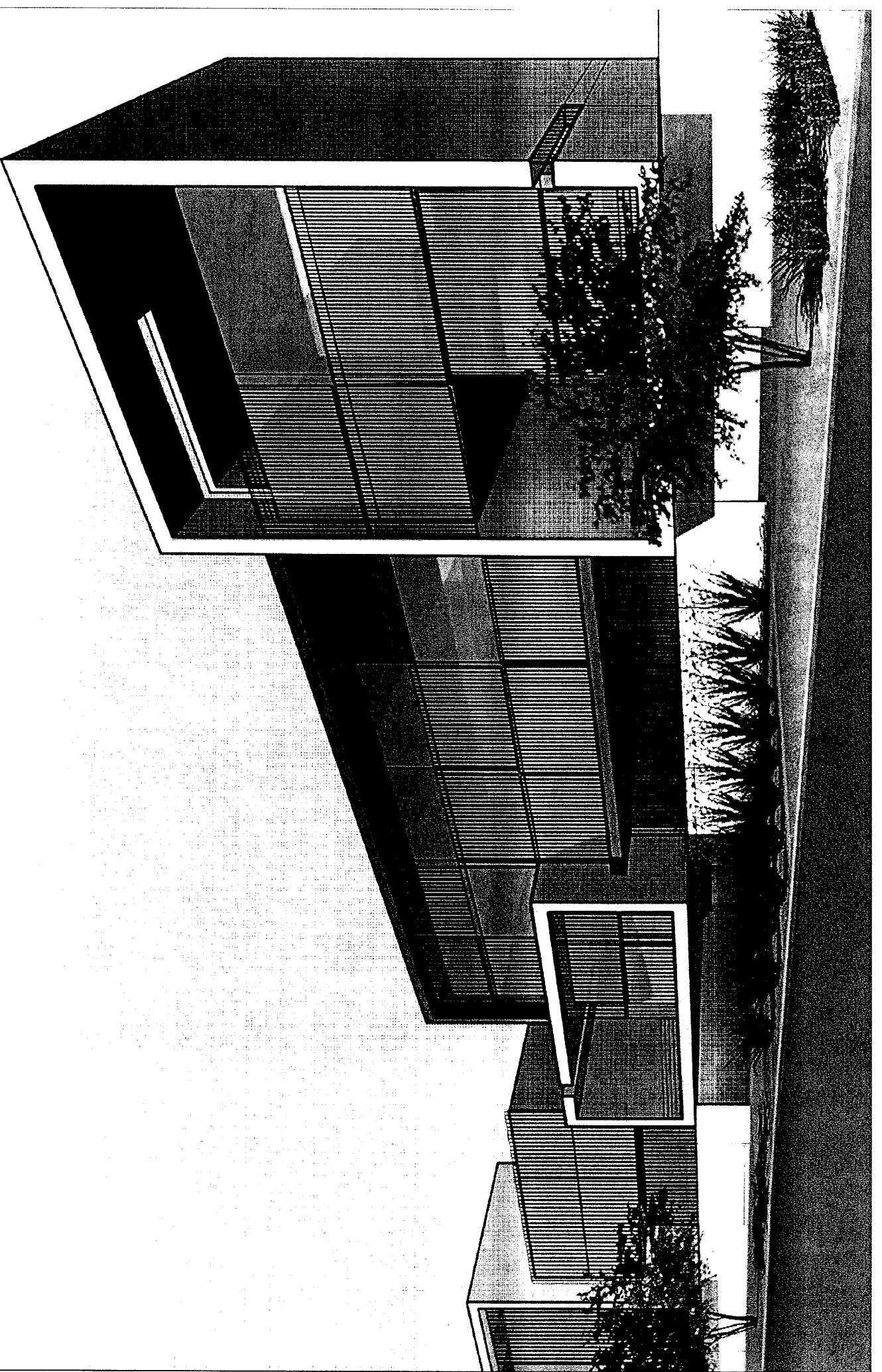


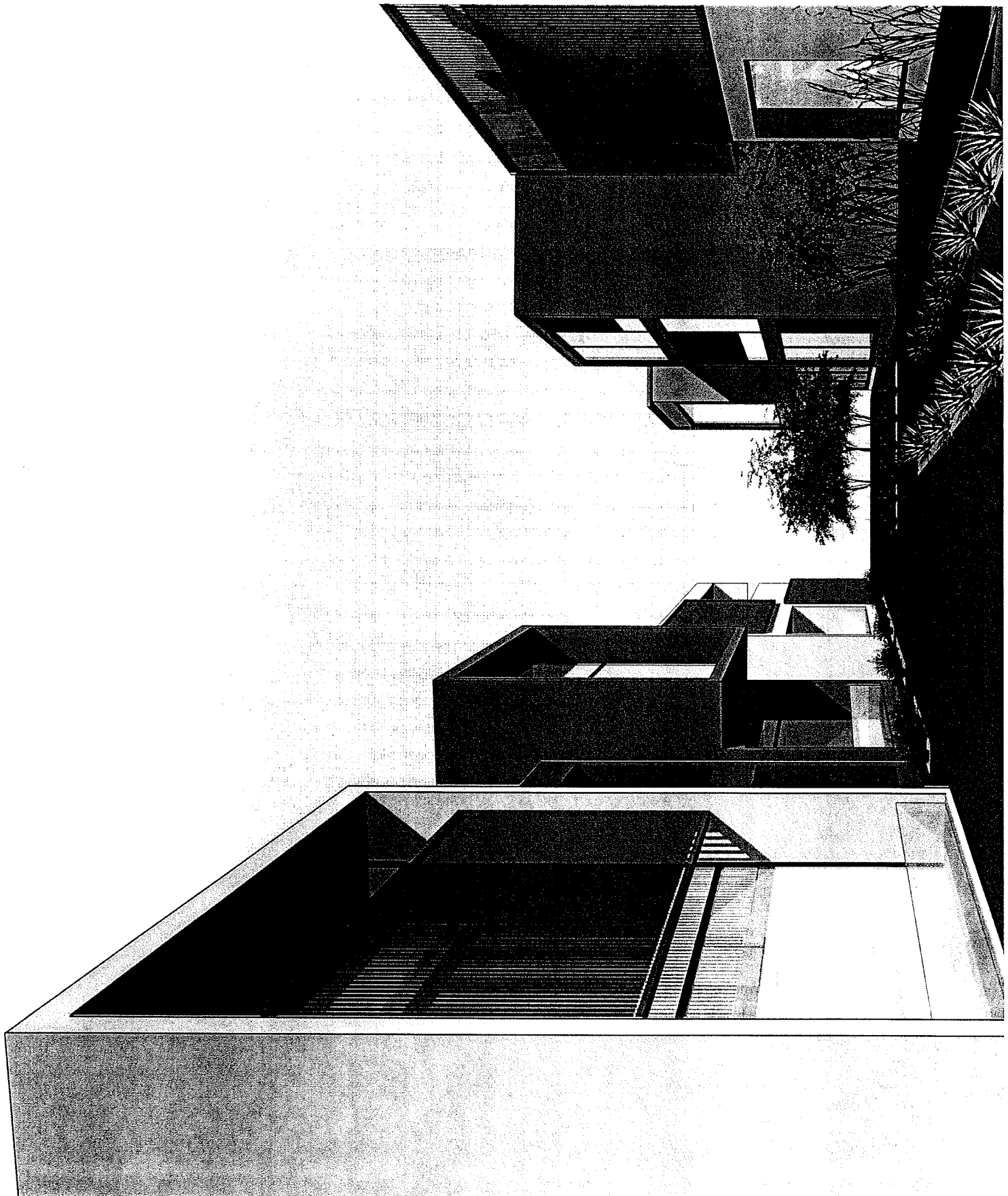
EOT-37329
03/1710 CC



EOT-37329
03/1710 CC







BLOKHAUS

February 1, 2010

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: 1001 N. Main Street
Parcel #'s: 139-27-602-003 & 004
Extension of Time & Plan Justification Request

INTRODUCTION

The property is located at 1001 N. Main Street at the northwest corner of Washington and Main Street, just east of US Highway No 91-93, and in close proximity to Interstate 15. The contiguous parcels comprise approximately 474,768 sf or 10.89 acres.

The current owners, Vida Enterprises, LLC and Parkhaus, LLC, having acquired the real estate, continue to envision the area as a future desirable downtown mixed-use residential and retail area.

BLOKHAUS has been retained by the owners to maintain the current entitlements with future development plans for the property's highest and best use contributing to the revitalization of the area. BLOKHAUS is a small, private development company with a focus on urban renewal in redevelopment areas, particularly where blight is imminent. The group is based in San Diego and has a Las Vegas operating division.

REDEVELOPMENT

Main-11 is a proposed five story low-rise development with higher density, mixed-use residential and condominium units, built to address the need for sustainable, design-driven, low-to-middle income housing for the workforce in the downtown area. We believe our extension request can be supported by a shift in the feasibility and financing for a planned development of this size in 2011. We further maintain the project as conceived demonstrates good cause and remains consistent with the future revitalization and area development. Subsequently, this warrants maintaining the current entitlements while seeking opportunities for the future development, sale or partnership.

EOT-37329
03/1710 CC

PROPOSALS

Based on our continued internal study and feasibility reviews, we are not seeking a different development plan from our original request and the zoning stays the same as currently entitled to C-1, thus the following development configuration remains as originally planned:

Site Area: ~ 474,768 sf
5-Story, 4 Floors
Type V Construction over 1-level Concrete Podium
442 Total Living Units: Open Plan, Loft Type
443 Total Parking Spaces (At Grade)

For Sale Condominium Units

1/1 Bedroom / Bath	132
2/2 Bedroom / Bath	260
3/2.5 Bedroom / Bath	50

SUMMARY

The proposal will be beneficial to the City of Las Vegas three major areas:

1. Revitalizing a blighted neighborhood;
2. Helping meet the housing needs for the future work force;
3. Providing increased tax-based revenue.

Thank you for considering our Extension of Time application, we greatly appreciate it.

Sincerely,



Simon Terry-Lloyd
BLOKHAUS



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



February 21, 2008

Mr. Jim Torti
Parkhaus, LLC
1600 National Avenue
San Diego, California 92113

RE: EOT-26293 – EXTENSION OF TIME
CITY COUNCIL MEETING OF FEBRUARY 20, 2008

Dear Mr. Torti:

The City Council at a regular meeting held February 20, 2008 APPROVED the request for an Extension of Time of an approved Site Development Plan Review (SDR-9672) FOR A MIXED-USE DEVELOPMENT CONSISTING OF 442 RESIDENTIAL UNITS AND 31,000 SQUARE FEET OF RETAIL SPACE AND A WAIVER FOR A REDUCTION OF PERIMETER LANDSCAPING on 11.0 acres at 1001 North Main Street (APNs 139-27-602-003 and 004), R-3 (Medium Density Residential) Zone Under a Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 21, 2008. This approval is subject to:

Planning & Development

1. This Site Development Plan Review (SDR-9672) shall expire on 1/04/10 unless another Extension of Time is approved by the Planning and Development Department.
2. Conformance to all conditions of approval of Site Development Plan Review (SDR-9672) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-37329
03/1710 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-37340 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW -
APPLICANT: HERITAGE-NEVADA VIII, LLC - OWNER: CITY PARKWAY V, INC. -
Request for an Extension of Time of a previously approved Site Development Plan Review
(SDR-25059) FOR A PROPOSED 57-STORY MIXED-USE DEVELOPMENT INCLUDING
1.12 MILLION SQUARE FEET OF COMMERCIAL SPACE AND 98 MULTI-FAMILY
RESIDENTIAL UNITS WITH WAIVERS OF THE UNION PARK STREETSCAPE
STANDARDS, BUILDING PLACEMENT AND FRONTAGE REQUIREMENTS,
ARCHITECTURAL STANDARDS AND ACCESS STANDARDS on a portion of 53.6 acres at
the southwest corner of Grand Central Parkway and City Parkway (APN 139-34-110-007), PD
(Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

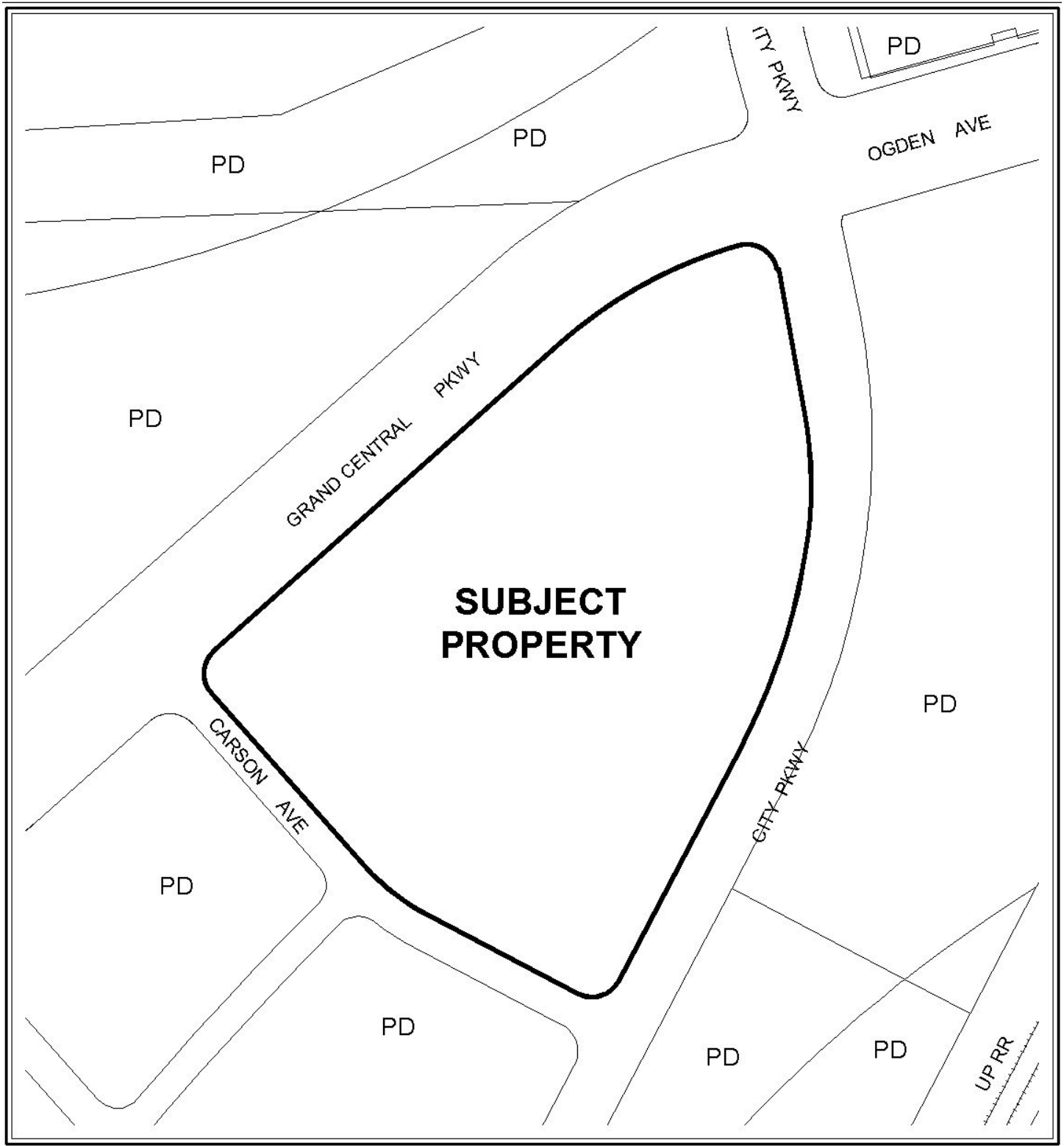
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SDR-25059



CASE: **EOT-37340**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



0 100 200 Feet

CASE: EOT-37340

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: EOT-37340 - APPLICANT: HERITAGE-NEVADA VIII, LLC -
OWNER: CITY PARKWAY V, INC.**

**** CONDITIONS ****

Staff recommends APPROVAL, subject to conditions:

Planning and Development

1. This Site Development Plan Review (SDR-25059) shall expire on February 6, 2012 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25059) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-37340 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-25059) for a proposed 57-story mixed-use development including 1.12 million square feet of commercial space and 98 multi-family residential units with waivers of Union Park streetscape standards, building placement and frontage requirements, architectural and access standards at the southwest corner of Grand Central Parkway and City Parkway. Though the applicant has not been issued any building permits for the proposed project, they did receive approval for a Tentative Map (TMP-25738) for the 'World Jewelry Center' on 02/28/08. There has been changes in land use and development in the surrounding area since the approval of the Site Development Plan Review (SDR-25059) that include approval for a Performing Arts Center to the south and commercial center to the west.

The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff is recommending approval.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
11/23/98	The City Council approved a request for a Rezoning (Z-0100-97) on property located along the east side of I-15 between Charleston Boulevard and Interstate 95 (Union Pacific property) from M (Industrial) to PD (Planned Development) for a future mixed-use project. The Planning Commission recommended approval on 05/28/98.
03/17/04	The City Council approved a request for a Petition to Vacate (VAC-3643) a portion of the east half of Grand Central Parkway, a portion of the north half of Bonneville Avenue and a portion of a sixty-foot wide Public Drainage Easement generally located north of Bonneville Avenue between the Union Pacific Railroad Right-of-Way and Grand Central Parkway. The Planning Commission recommended approval on 02/12/04.
05/12/05	The Planning and Development Department approved a request for an Extension of Time (EOT-6343) of a previously approved Vacation (VAC-3643) for a portion of the east half of Grand Central Parkway, a portion of the north half of Bonneville Avenue and a portion of a sixty-foot wide Public Drainage Easement generally located north of Bonneville Avenue between the Union Pacific Railroad Right-of-Way and Grand Central Parkway.

EOT-37340 - Staff Report Page Two
March 17, 2010 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
08/15/06	The Planning Commission Architectural Review Committee (PC-ARC) approved a request for a Master Sign Plan Amendment (ARC-15602) for a proposed business park at 495 South Grand Central Parkway.
	The Planning Commission Architectural Review Committee (PC-ARC) approved a related request for a Site Development Plan Review (ARC-15820) for a proposed 62,616 square-foot commercial development consisting of a medical research and treatment building, museum and activities center, and waivers of the Parkway Center Build-to-Line requirements and exterior materials requirements.
09/20/06	The City Council approved a request for a Site Development Plan Review (SDR-15042) for a proposed 62,616 commercial development consisting of a medical research and treatment building, museum and activities center, and waivers of the Parkway Center build-to-line requirements and exterior materials requirements on 1.9 acres at 22 South Grand Central Parkway. The Planning Commission recommended approval on 09/07/06.
11/15/06	The City Council approved a request for a Site Development Plan Review (SDR-16267) for a proposed mixed-use development with 17 development parcels on 61.57 acres located at the northeast corner of Grand Central Parkway and Bonnevill Avenue. The Planning Commission recommended approval on 10/15/06.
05/02/07	The City Council approved a request for a Review of Condition (ROC-20820) to remove Condition Number 18 of a previously approved Site Development Plan Review (SDR-15042), which stated to grant pedestrian access easements for all sidewalks located outside the public right-of-way adjacent to this site prior to the issuance of any permits; coordinate with the right-of-way section of the Department of Public Works for assistance in the preparation of appropriate documents on 1.9 acres at 22 South Grand Central Parkway.
02/06/08	The City Council approved a request for a Special Use Permit (SUP-25060) for a proposed 800-foot high mixed-use development in the Airport Overlay District at the southwest corner of Grand Central Parkway and City Parkway. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Site Development Plan Review (SDR-25059) for a proposed 57-story mixed-use development including 1.12 million square feet of commercial space and 98 multi-family residential units with waivers of the Union Park streetscape standards, building placement and frontage requirements, architectural standards and access standards.
02/28/08	The Planning Commission approved a request for a Tentative Map (TMP-25738) for a proposed mixed-use subdivision consisting of 98 residential condominium units, 43 commercial condominium units and one commercial lot on 5.84 acres at the southeast corner of Grand Central Parkway and City Parkway.

EOT-37340 - Staff Report Page Three
March 17, 2010 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
05/07/08	The City Council approved a request for a Site Development Plan Review (SDR-26709) for a Performing Arts Center including a 21,000 seat auditorium and an education center with waivers of the Union Park streetscape standards, lighting standards, architectural standards and access requirements on a portion of 53.6 acres generally located at the northeast corner of Bonneville Avenue and Grand Central Parkway. The Planning Commission recommended approval on 03/27/08.
<i>Related Building Permits/Business Licenses</i>	
There have not been any building permits or business licenses issued for the proposed project.	
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required for this type of application, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required for this type of application, nor was one held.	

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	5.84

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Mixed-Use Development	MXU (Mixed-Use)	PD (Planned Development)
North	Offices, Fitness Center, Restaurant	MXU (Mixed-Use)	PD (Planned Development)
South	Undeveloped Land	MXU (Mixed-Use)	PD (Planned Development)
East	Undeveloped Land	MXU (Mixed-Use)	PD (Planned Development)
West	Storage, Retail Establishment	MXU (Mixed-Use)	PD (Planned Development)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y

EOT-37340 - Staff Report Page Four
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Symphony Park	X		Y
Downtown Casino Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25059) for a proposed 57-story mixed-use development including 1.12 million square feet of commercial space and 98 multi-family residential units with waivers of Union Park streetscape standards, building placement and frontage requirements, architectural and access standards at the southwest corner of Grand Central Parkway and City Parkway. Though the applicant has not been issued any building permits for the proposed project, they did receive approval for a Tentative Map (TMP-25738) for the ‘World Jewelry Center’ on 02/28/08.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site, unless otherwise specified in connection with its approval.

FINDINGS

The Site Development Plan Review (SDR-25059) has not met the requirements outlined in Title 19.18.050, as no permits have been issued for the proposed project. There has been changes in land use and development in the surrounding area since the approval of the Site Development Plan Review (SDR-25059) that include approval for a Performing Arts Center to the south and commercial center to the west. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25059) shall be required.

EOT-37340 - Staff Report Page Five
March 17, 2010 - City Council Meeting

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37340** APN: 139-34-110-007

Name of Property Owner: City Parkway V, Inc.

Name of Applicant: Heritage-Nevada VIII, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

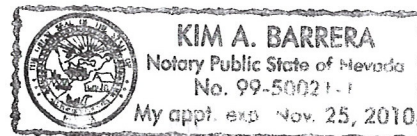
Signature of Property Owner: *Elizabeth N. Pretwell*

Print Name: Elizabeth N. Pretwell

Subscribed and sworn before me

This 3 day of February, 2010
Kim A. Barrera

Notary Public in and for said County and State



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time re-SDR-25059
 Project Address (Location) Southwest Corner Grand Central Parkway & Parkway
 Project Name World Jewelry Center Proposed Use Mixed Use
 Assessor's Parcel #(s) 139-34-110-007 Ward # 5
 General Plan: existing MXU proposed N/A Zoning: existing PD proposed N/A
 Commercial Square Footage 2.3 Million Floor Area Ratio N/A
 Gross Acres 5.84 Acres Lots/Units 98 Density N/A
 Additional Information _____

PROPERTY OWNER City Parkway V, Inc. Contact Elizabeth N. Fretwell
 Address 400 Stewart Avenue, 8th Floor Phone: (702) 229-6501 Fax: (702) 388-1807
 City Las Vegas State NV Zip 89101
 E-mail Address _____

APPLICANT Heritage-Nevada VIII, LLC Contact Robert Zarnegin
 Address 421 N. Beverly Drive, Suite 350 Phone: (310) 888-1882 Fax: (310) 888-8838
 City Beverly Hills State CA Zip 90210
 E-mail Address rzarnegin@probitryinternational.com

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* Elizabeth N. Fretwell

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

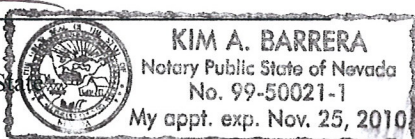
Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 3 day of February, 20 10.

Kim A. Barrera

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	<u>EOT - 37340</u>
Meeting Date:	<u>3/17/10</u>
Total Fee:	<u>\$ 300</u>
Date Received:*	<u>2/4/10</u>
Received By:	<u>Romeo</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

WORLD JEWELRY CENTER



APA # 25034



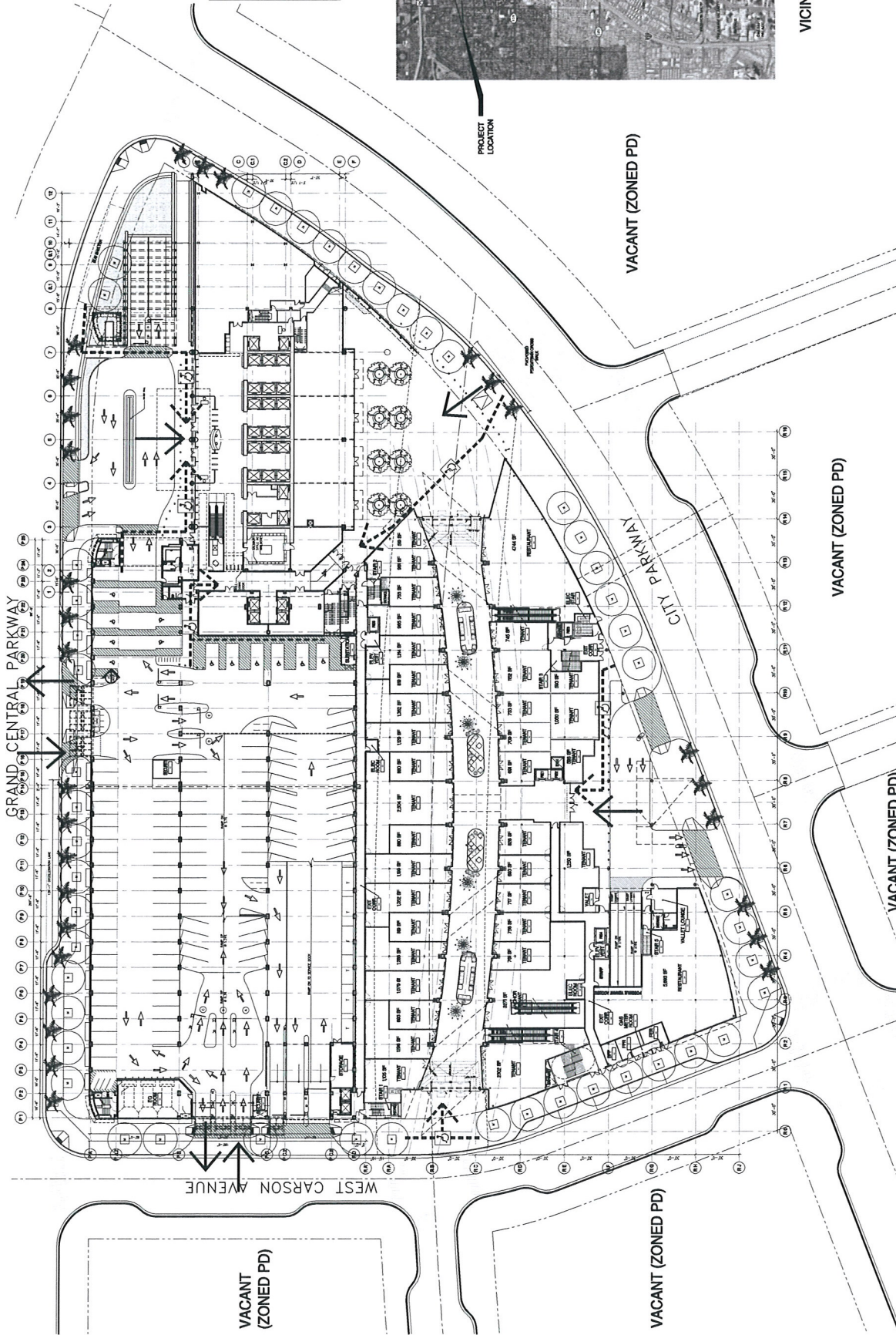
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421 N. Beverly Drive, Suite 350
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PLANNING & DEVELOPMENT DEPARTMENT SUBMITTAL
OCTOBER 9, 2007



EOT-37340
03/1710 CC

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VICINITY MAP SCALE: N.T.S.

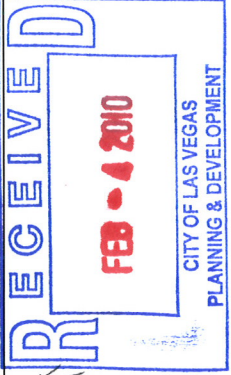


OCTOBER 9, 2007 1.1

SITE PLAN SCALE: 1" = 30'-0"

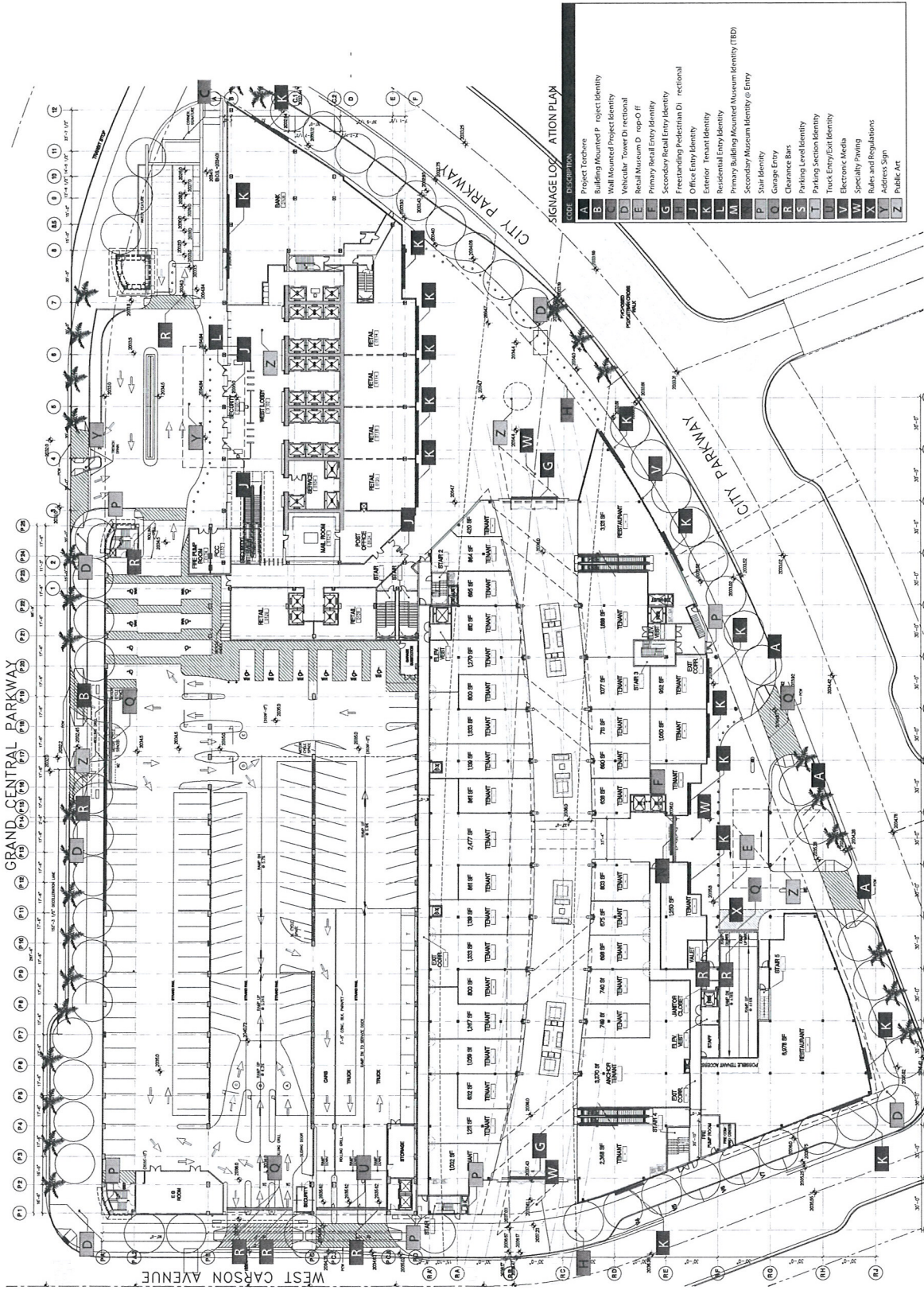
APA # 25034

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WORLD JEWELRY CENTER

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312.888.8838 Fax



Probit International Corporation
October 9, 2007
Page 2



G.C. WALLACE, INC.
1555 South Rainbow Boulevard, Suite 200
Las Vegas, NV 89146
702.804.2299
www.wallaceinc.com

398-A135

October 9, 2007

Nabil Albert, RA
Director, Development and Construction
Probit International Corporation
421 North Beverly Drive, Suite 350
Beverly Hills, CA 90210

Subject: World Jewelry Center Shared Parking Study

Dear Mr. Albert:

G. C. Wallace (GCW) has updated the shared parking study summarized in a letter dated August 13, 2007. The new analysis accounts for an increase in office, retail, and residential land use.

The subject Project is now planned to incorporate the following land use square footages:

- Office – 908,481 SF Gross Floor Area, which is an increase of 7,843 SF compared to the previous analysis (809,637 SF Gross Floor Area minus elevator shafts, stairwells, and floor area containing mechanical, electrical, communications, and security equipment, an increase of 9,879 SF compared to the previous analysis)
- Retail – 112,481 SF (GFA), an increase of 6,468 SF compared to the previous analysis (100,500 SF Gross Leasable Area (GLA), an increase of 8,274 SF compared to the previous analysis)
- Food Court – 8,631 SF a decrease of 1,247 SF compared to the previous analysis (9,473 SF public seating and 2,158 SF service area) (GLA)
- Museum Cafe – 5,875 SF a decrease of 3,009 SF compared to the previous analysis (4,406 SF public seating and 1,469 SF service area) (GLA)
- Casual Dining Restaurant – 10,701 SF an increase of 712 SF compared to the previous analysis (8,026 SF public area and 2,675 SF service area) (GLA)
- Health Club – 23,879 SF (GFA) the same when compared to the previous analysis (20,819 SF Gross Floor Area minus elevator shafts, stairwells, and floor area containing mechanical, electrical, communications, and security equipment, the same when compared to the previous analysis)
- Museum – 24,802 (GFA), a decrease of 244 SF compared to the previous analysis
- Bank – 10,930 (GFA), an increase of 1,051 SF over the previous analysis
- Residential Condos (studio & 1 Bedroom) – 21 Units, an increase of 9 units compared to the previous analysis.
- Residential Condos (2 Bedroom) – 72 units, a decrease of 1 unit compared to the previous analysis.
- Residential Condos (3 Bedroom) – 5 units, the same when compared to the previous analysis.
- Raw Bar – 2,094 SF a decrease of 1,001 SF compared to the previous analysis (1,880 SF public seating and 214 SF service area) (GLA)
- Tower Restaurant – 10,145 SF an increase of 638 SF compared to the previous analysis (7,809 SF public seating and 2,536 SF service area) (GLA)

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APA # 25034



PROBIT INTERNATIONAL CORPORATION
310 S. Main Street, Suite 200
Beverly Hills, California 90210
310.885.1859 ext. 200
310.885.0538 fax

SITE PLAN

WORLD
JEWELRY
CENTER



OCTOBER 9, 2007 1.3

ALTON + FORELL
ARCHITECTS
Los Angeles Office
1000 Wilshire Blvd., Suite 200
Los Angeles, CA 90017
Tel: 310.251.2500 Fax: 310.251.2501
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The starting point of a shared parking analysis is the calculation of unadjusted parking demand based on individual base parking ratios. Unadjusted demand has been calculated based on ratios recommended in *Shared Parking, 2nd Edition* published by the Urban Land Institute (ULI). The base ratio for office use, which is approximately 28% less than the CLV Code requirement, is based on the average rate reported in *Parking Generation 3rd Edition* for office use in an urban area. The rate recommended in *Parking Generation 3rd Edition* reflects the urban characteristic of Union Park, while the CLV Code does not differentiate between urban or suburban areas.

It should be noted that the *Shared Parking, 2nd Edition* notes that regardless of the methodology used, GFA should exclude vehicle-parking areas, and floor areas occupied by mechanical, electrical, communications and security equipment. Additionally, elevator shafts, stairwells and atrium areas were excluded for the *Shared Parking 2nd Edition* ratios. Parking requirement calculations without non-floor areas (Atrium) or common areas (Elevator shafts and stairwells) and are not purchased by the individual office tenants.

If land uses were taken individually, without the benefit of shared parking adjustments, parking requirements would total 4,397 based on CLV Code requirement and 3,315 spaces based on recommended *Shared Parking 2nd Edition* ratios. Parking requirement calculations without adjustments for shared parking analyses are summarized and included as Table 1.

It should be noted, only weekday demands were analyzed as it was assumed that much of the office component, accounting for over 80% of the proposed on-site land use, would not be operating on the weekend, and would therefore not be critical to the estimation of the peak parking demand.

Because the proposed Project is a mixed-use development, it is reasonable to assume that, as a whole, it will demand fewer parking spaces than predicted by the summation of each individual land use. This is the direct result of varying peak parking demand hours for different land uses and captive market reductions, which is a concept readily recognized in the Institute of Transportation Engineers (ITE) *Parking Generation Manual and Shared Parking 2nd Edition*. As a result, a shared parking analysis is applicable, especially when considering uninterrupted pedestrian connections between proposed land uses.

As stated, the values reported in Table 1 represent the unadjusted individual land use parking requirements that compose the Project. Using the total demands outlined in Table 1, the anticipated operating times for each land use, and the historical hourly parking accumulation distribution data presented on pages 16 through 19 of the Urban Land Institute (ULI) *Shared Parking 2nd Edition*, shared parking demands by hour of day and land use type for a typical weekday, Tables 2, 3 and 4 depict total parking demands by hour of day and land use type for a typical weekday. As shown in Table 3 and 4, the peak hour demands occur from 2:00 PM to 3:00 PM at 4,243 for CLV Code requirements and 3,135 spaces for Shared Parking ratios.

As outlined in the ULI *Shared Parking 2nd Edition*, past experience and studies indicate customer-parking needs at mixed-use sites are further reduced due to the patronage of multiple on-site land uses. Patrons utilizing multiple on-site land uses are termed "captive market" per *Shared Parking 2nd Edition*. An example of a "captive market" could be the following scenario: A person working in the office land use eats lunch at the on-site restaurant and shops at one of the retail sites. This person will not require additional parking demand since one parking spot is accommodating three different unique land uses. With this concept in mind, parking demands were further reduced for the restaurant and retail sites as summarized in Table 4.

As shown in Table 4, the retail and casual dining land use demands have been reduced by 10% based on typical captive market reductions taken in the various case study analyses compiled in the

SEE PAGE THREE OF THREE ON SHEET 1.4

Shared Parking, 2nd Edition. We believe this factor is very conservative, and that it could easily be much higher, particularly in the context of the whole Union Park site.

A captive market reduction of 67% has been assumed for the museum. We understand the majority of museum visitors are expected to be retail patrons who are interested in how gems are mined and cut, and brought to market. Relatively few primary trips to the museum are expected.

A captive market reduction of 85% has been assumed for the food court and museum café. These uses are amenities to other Project uses, and the only primary vehicular trips to them are likely to be employees.

A captive market reduction of 94% and 65% has been assumed for the Health Club and Bank, respectively. It is understood that these amenities will be for office tenants only not for the general public. Therefore, it is anticipated that the only primary vehicular demands will be from employees.

The final calculated parking demand after shared parking savings are accounted for is 3,862 based on CLV Code requirements and 2,720 spaces based on recommended Shared Parking ratios.

It should be noted that further parking demand reductions could be realized, depending on the proportion of transit and taxi trips to and from the Union Park development.

The current site plan provides 2,778 parking spaces (previously 2,711 parking spaces). Thus resulting in a shortfall of 1,074 spaces (previously a shortfall of 1,078 spaces) based on CLV Code Requirements and a surplus of 53 spaces (previously a surplus of 57 spaces) based on recommended Shared Parking ratios for the weekday peak hour. The utilization of common parking areas provided by the Union Park development could augment the proposed parking supply.

Very truly yours,
 G. C. WALLACE, INC.

[Signature]
 Patrick S. Byrd, P.E., P.F.O.E.
 Traffic Engineer



cc: Gary Dempster, Alton Porter Architects
 John Tobin, GCW

SEE PAGES ONE AND TWO ON SHEET 1.3

APA # 25034

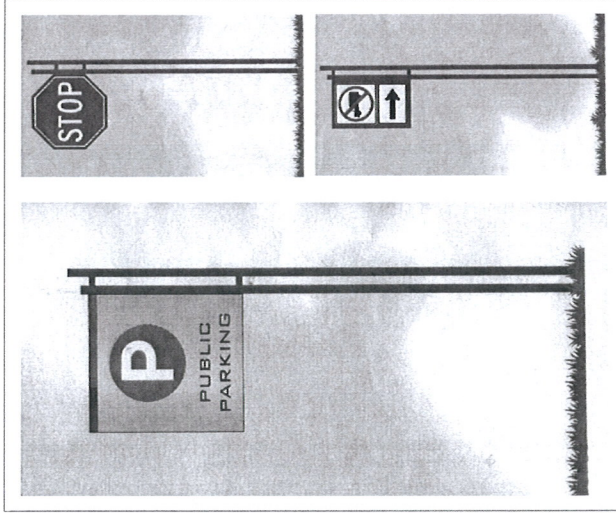


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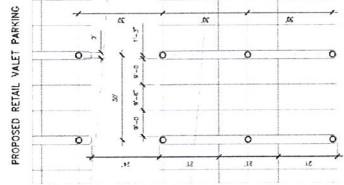
Table 5. Captive Market Adjustment

	Parking Demand per CLV Ratios			Parking Demand per Shared Parking Ratios		
	Unadjusted Demand (2:00 PM)	Non Captive	Adjusted Demand	Unadjusted Demand (2:00 PM)	Non Captive	Adjusted Demand
Office	3,029	100%	3,029	1,942	100%	1,942
General Retail	428	90%	385	348	90%	313
Food Court	92	15%	14	102	15%	15
Museum Café	63	15%	9	70	15%	11
Tower Rest.	108	90%	97	121	90%	109
Raw Bar	28	15%	4	25	15%	4
Restaurant	114	90%	102	127	90%	114
Museum	83	33%	27	83	33%	27
Condo	179	100%	179	179	100%	179
Health Club	84	6%	5	103	6%	6
Bank	39	6%	2	36	6%	2
Total	4,121		3,862	3,135		2,720

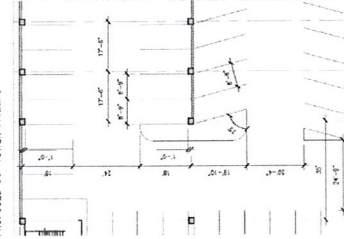
NOTE:
 TOTAL STANDARD SPACES = 2,715
 TOTAL COMPACT SPACES = 0
 TOTAL HANDICAP SPACES = 63



FREE STANDING VEHICULAR DIRECTIONAL SIGNS - PER UNION PARK DESIGN STANDARDS



PROPOSED RETAIL VALET PARKING

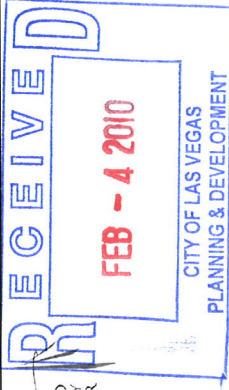


PROPOSED 80' TOWER PARKING

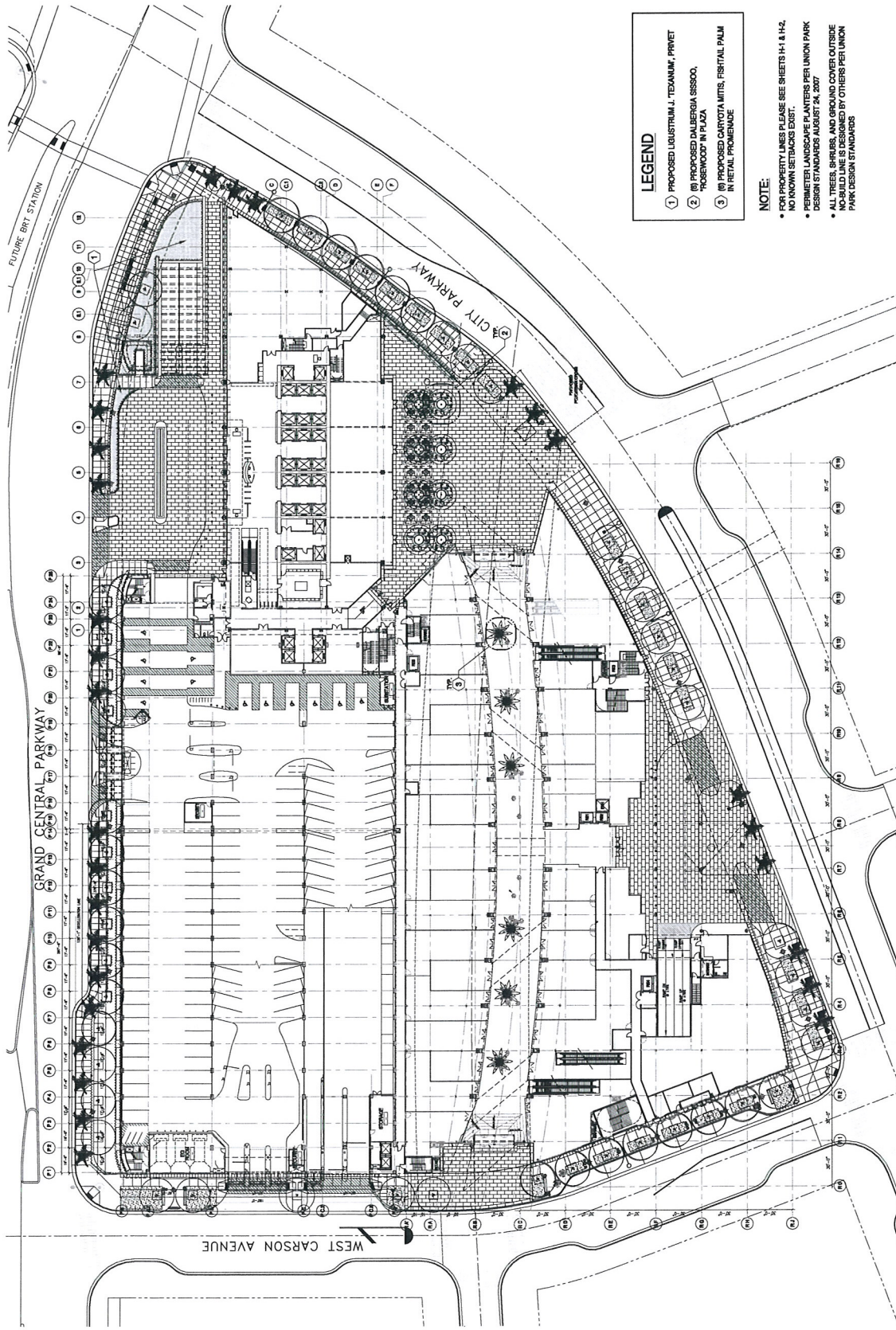
PROPOSED 75' TOWER PARKING

SITE PLAN

OCTOBER 9, 2007 1.4



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- LEGEND**
- ① PROPOSED LIGUSTRUM J. TEJANUM, PRIVET
 - ② (B) PROPOSED DALBERGIA SISSEO, "ROSEWOOD" IN PLAZA
 - ③ (B) PROPOSED CARYOTA MITIS, FISHTAIL PALM IN RETAIL PROMENADE

NOTE:

- FOR PROPERTY LINES PLEASE SEE SHEETS H-1 & H-2. NO KNOWN SETBACKS EXIST.
- PERIMETER LANDSCAPE PLANTERS PER UNION PARK DESIGN STANDARDS AUGUST 24, 2007
- ALL TREES, SHRUBS, AND GROUND COVER OUTSIDE NO-BUILD LINE IS DESIGNED BY OTHERS PER UNION PARK DESIGN STANDARDS



OCTOBER 9, 2007 2.1

SCALE: 1" = 30'-0"

LANDSCAPE PLAN

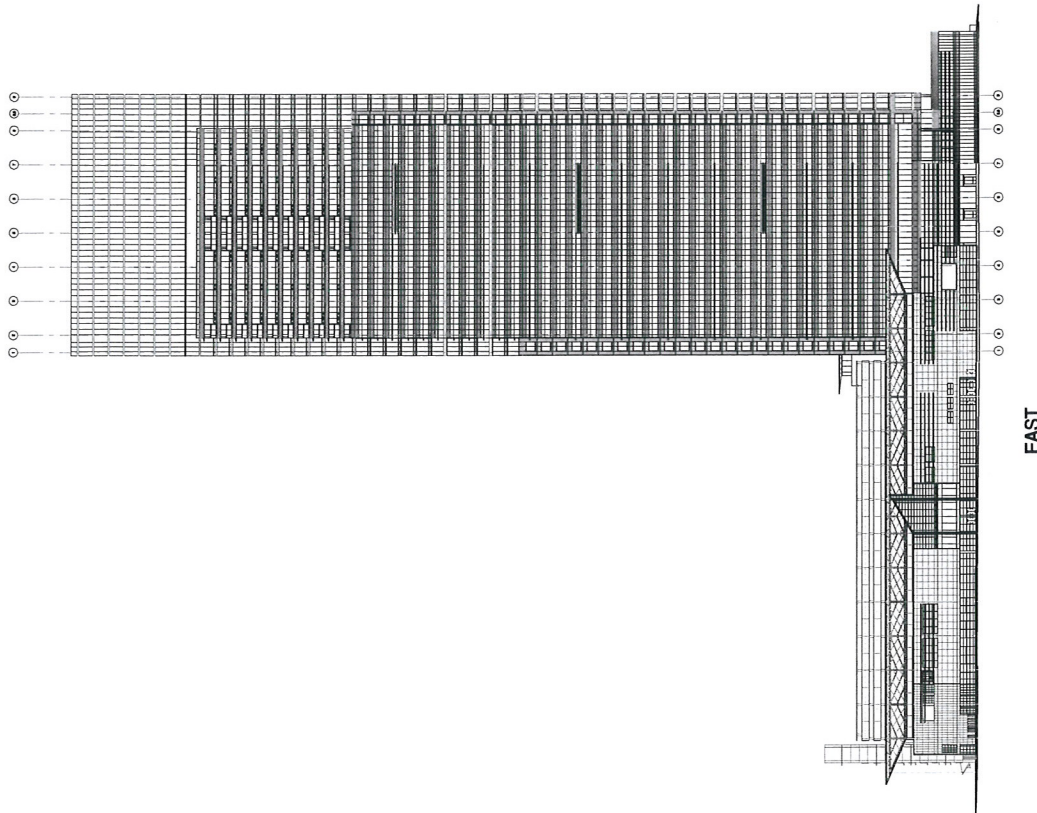
APA # 25034



WORLD JEWELRY CENTER

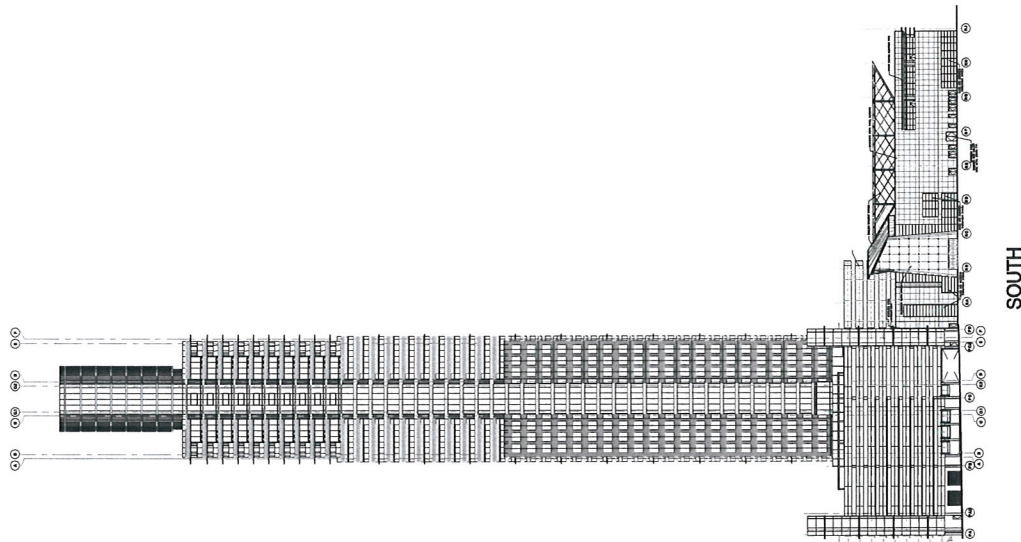
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Beverly Hills, CA 90210
310.858.1852 ext. 404
310.858.8535 fax



EAST

HEIGHT LIMIT	TOP OF MARKET
1	200'-0"
2	195'-0"
3	190'-0"
4	185'-0"
5	180'-0"
6	175'-0"
7	170'-0"
8	165'-0"
9	160'-0"
10	155'-0"
11	150'-0"
12	145'-0"
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94	0'-0"
95	0'-0"
96	0'-0"
97	0'-0"
98	0'-0"
99	0'-0"
100	0'-0"



SOUTH



APA # 25034

BUILDING ELEVATIONS

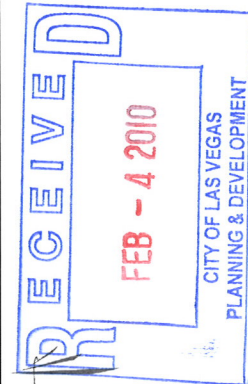
SCALE: 1" = 50'-0"

OCTOBER 9, 2007 3.1

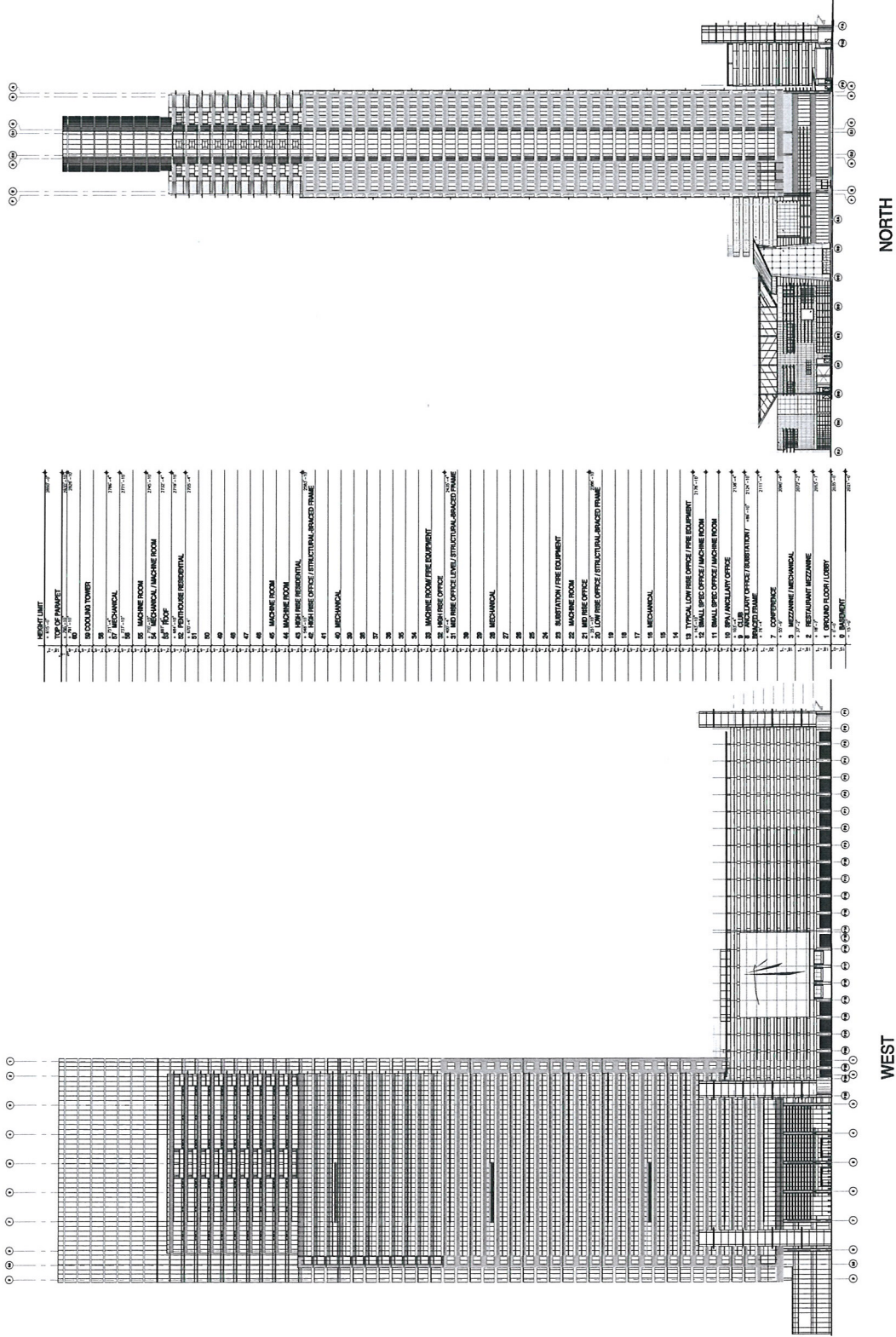


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Beverly Hills, California 90210
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310.858.8538 fax

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JEWELRY
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BUILDING ELEVATIONS

SCALE: 1" = 50'-0"

OCTOBER 9, 2007 3.2



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WORLD
JEWELLERY
CENTER

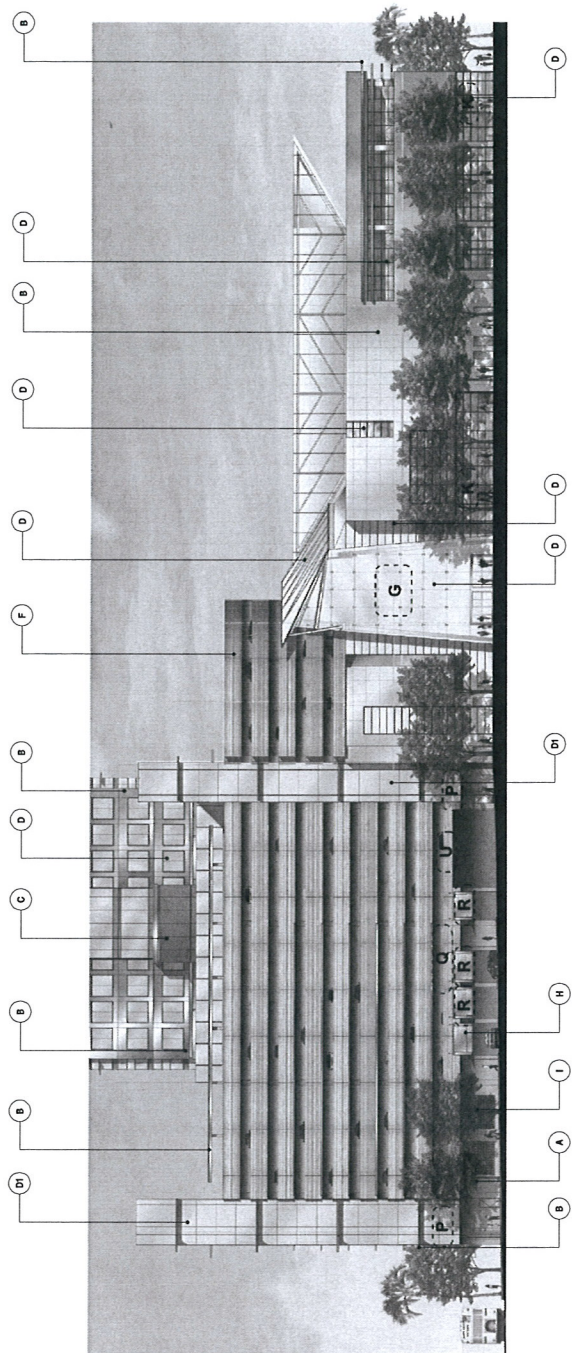


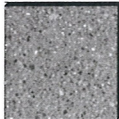
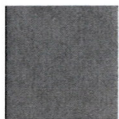
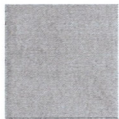
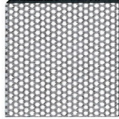
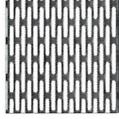
WEST

NORTH



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Fax: 702.399.8889
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-  **A** EXPOSED CONCRETE
-  **B** "SILVER SMITH" PAINTED MATTE FINISH METAL PANELS
-  **C** 1 1/2" WARM GRAY GLASS SPANDEL
-  **D** 1" BLUE GRAY TINTED CLEAR GLASS
-  **D1** 1" BLUE GRAY TINTED TRANSLUCENT GLASS
-  **E** BUILDING MOUNTED PROJECT IDENTITY
-  **F** PERFORATED CORRUGATED METAL PANELS
-  **G** BRUSHED STAINLESS STEEL COLUMN COVERS
-  **H** PERFORATED PAINTED METAL PANELS
-  **I** LARGE ROCK GABION WALLS

SOUTH

XX
INDICATES PROPOSED SIGN LOCATION SEE SHEET 12



OCTOBER 9, 2007 3.3

BUILDING ELEVATIONS

SCALE: N.T.S.

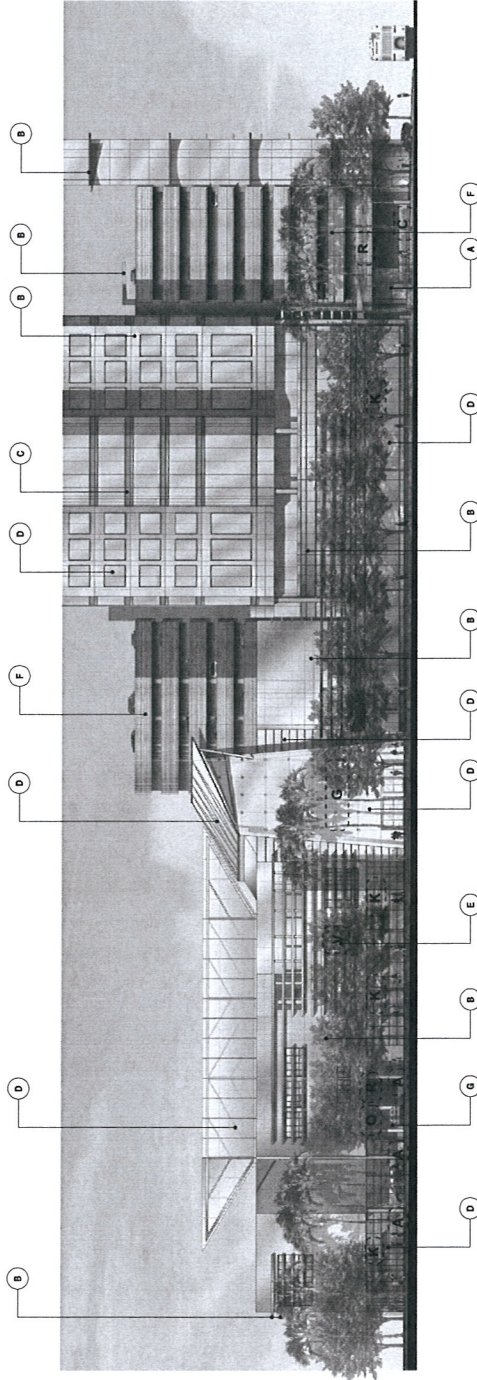


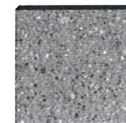
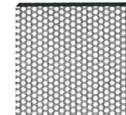
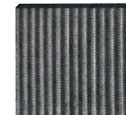
WORLD JEWELRY CENTER

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APA # 25034



-  **A** EXPOSED CONCRETE
-  **B** PAINTED, MATTE FINISH METAL PANELS
-  **C** WARM GRAY GLASS SPANDREL
-  **D** BLUE GRAY TINTED CLEAR GLASS
-  **E** BUILDING MOUNTED PROJECT IDENTITY
-  **F** PERFORATED COATED METAL PANELS
-  **G** BRUSHED STAINLESS STEEL COLUMN COVERS

NORTH

XX

INDICATES PROPOSED
SITUATION-SEE
SHEET 1.2

APA # 25034

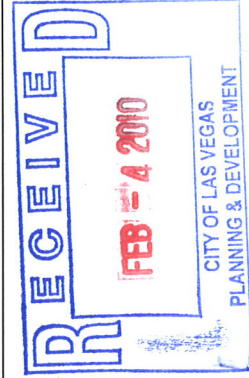
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BUILDING ELEVATIONS

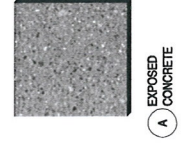
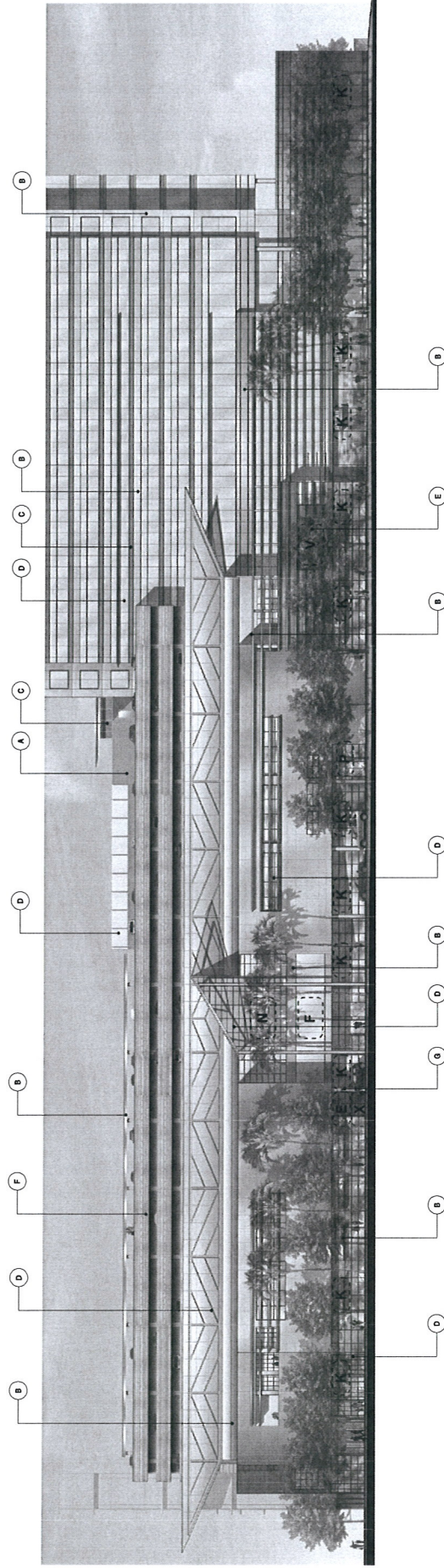
OCTOBER 9, 2007 3.4



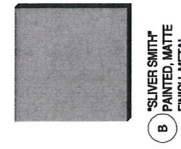
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421 N. Beverly Drive, Suite 350
Beverly Hills, CA 90210
310.858.1852 ext. 4
310.858.8538 fax



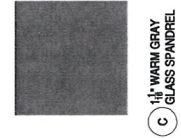
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Las Vegas, NV 89101
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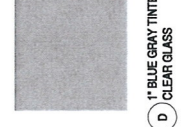
A EXPOSED CONCRETE



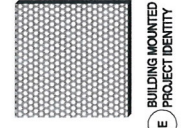
B SILVER SMITH*
PAINTED, MATTE
FINISH METAL
PANELS



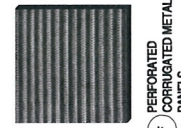
C 1/4\"/>



D 1/4\"/>



E BUILDING MOUNTED
PROJECT IDENTITY

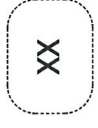


F PERFORATED
CORRUGATED METAL
PANELS



G BRUSHED STAINLESS
STEEL COLUMN COVERS

EAST

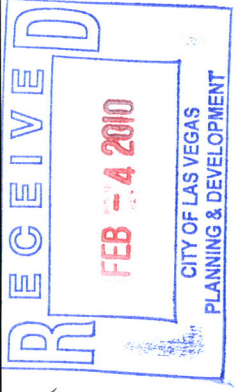


INDICATES PROPOSED
SIGN LOCATION- SEE
SHEET 1.2

APA # 25034



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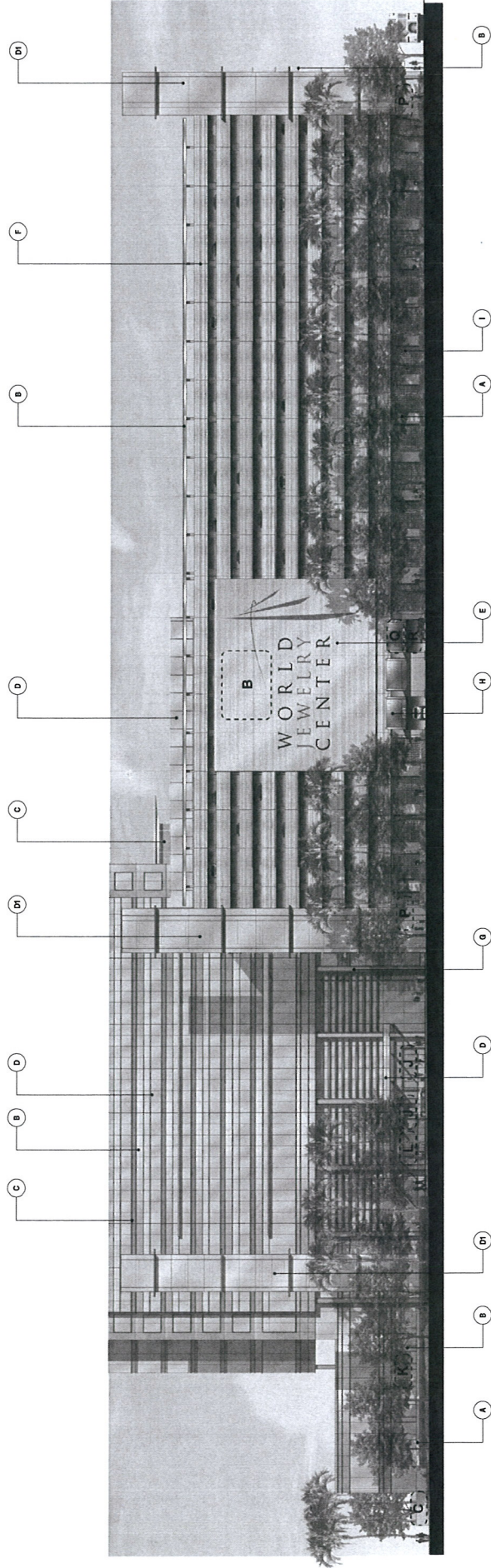
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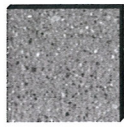
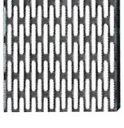
BUILDING ELEVATIONS



OCTOBER 9, 2007 3.5

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-  **A** EXPOSED CONCRETE
-  **B** "SILVER SMITH" PAINTED, MATTE FINISH METAL PANELS
-  **C** 1/4" WARM GRAY GLASS SPANDEL
-  **D** 1/4" BLUE GRAY TINTED CLEAR GLASS
-  **D1** 1/4" BLUE GRAY TINTED TRANSLUCENT GLASS
-  **E** BUILDING MOUNTED PROJECT IDENTITY
-  **F** PERFORATED CORRUGATED METAL PANELS
-  **G** BRUSHED STAINLESS STEEL COLUMN COVERS
-  **H** PERFORATED PAINTED METAL PANELS
-  **I** LARGE ROCK GABBRO WALLS

WEST

XX
INDICATES PROPOSED
SITE LOCATION SEE
SHEET 12



OCTOBER 9, 2007 3.6

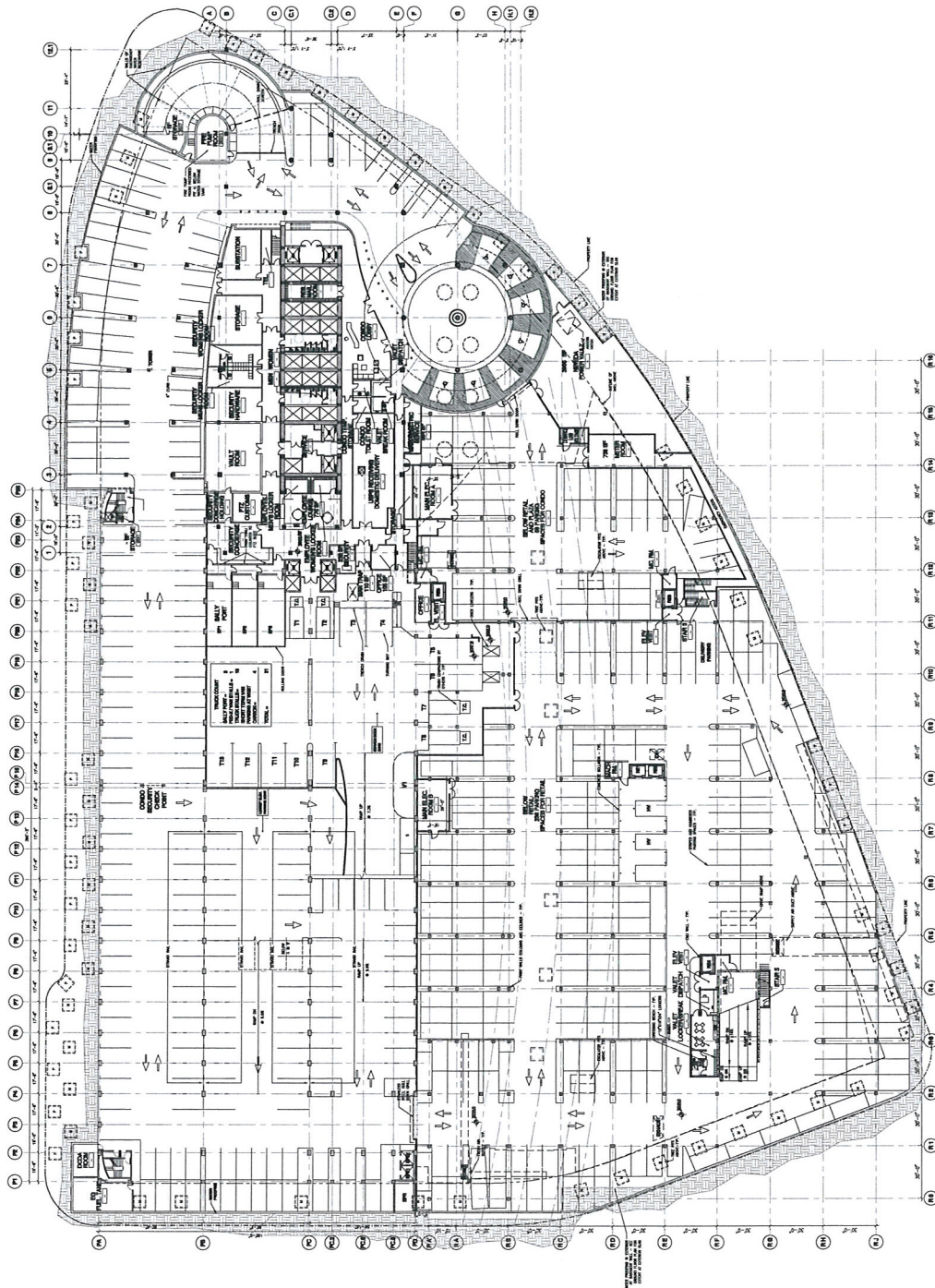
BUILDING ELEVATIONS SCALE: N.T.S.

APA # 25034



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BASEMENT LEVEL COMPOSITE PLAN
FLOOR PLANS

SCALE: 1"=30'-0"

OCTOBER 9, 2007 4.1

APA # 25034

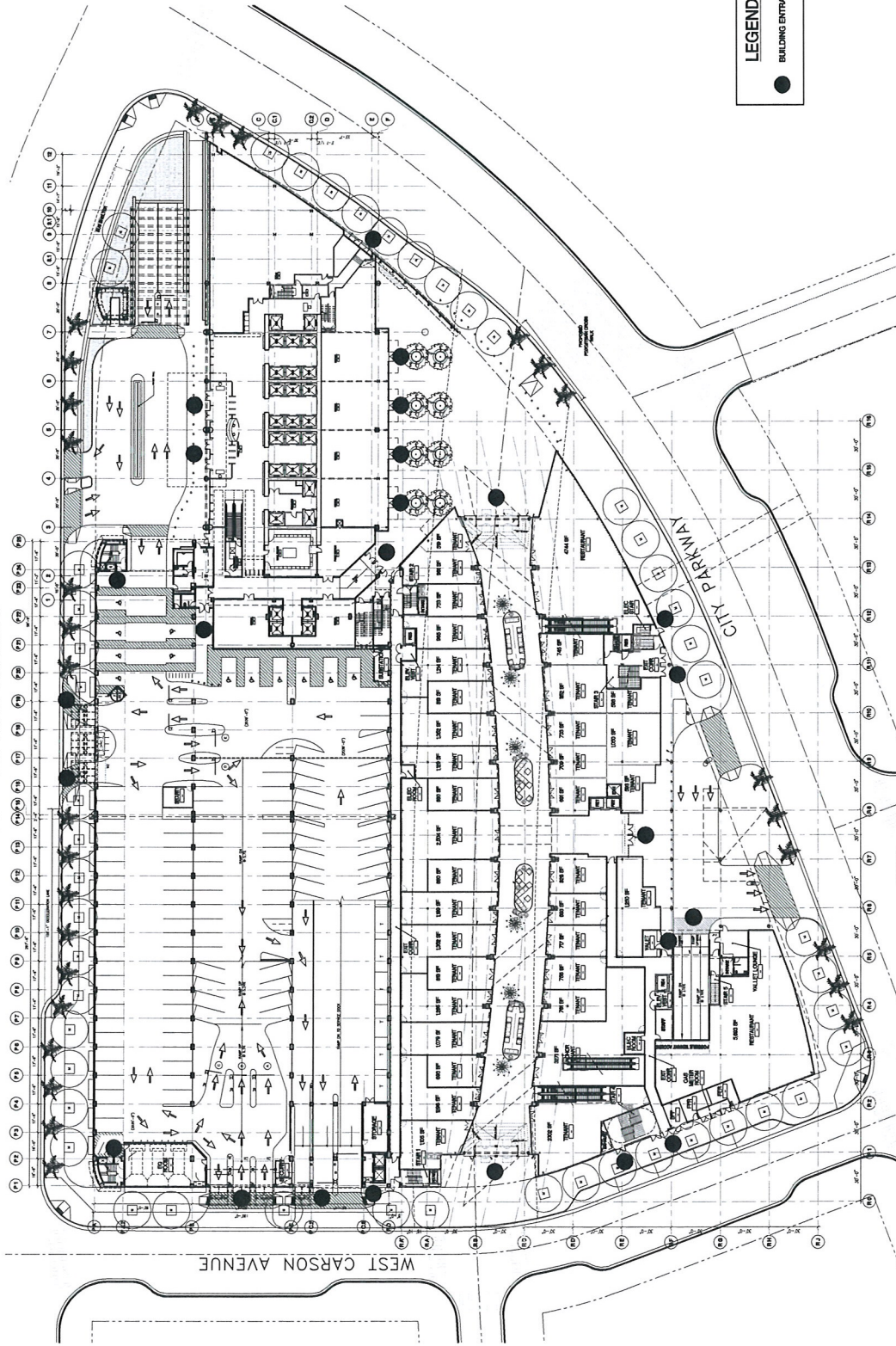
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GRAND CENTRAL PARKWAY



LOBBY LEVEL COMPOSITE PLAN

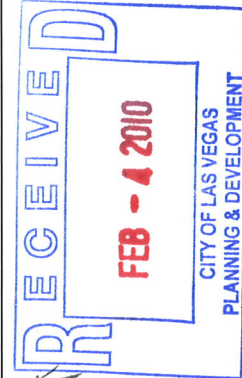
FLOOR PLANS SCALE: 1" = 30'-0"

AFA # 25034



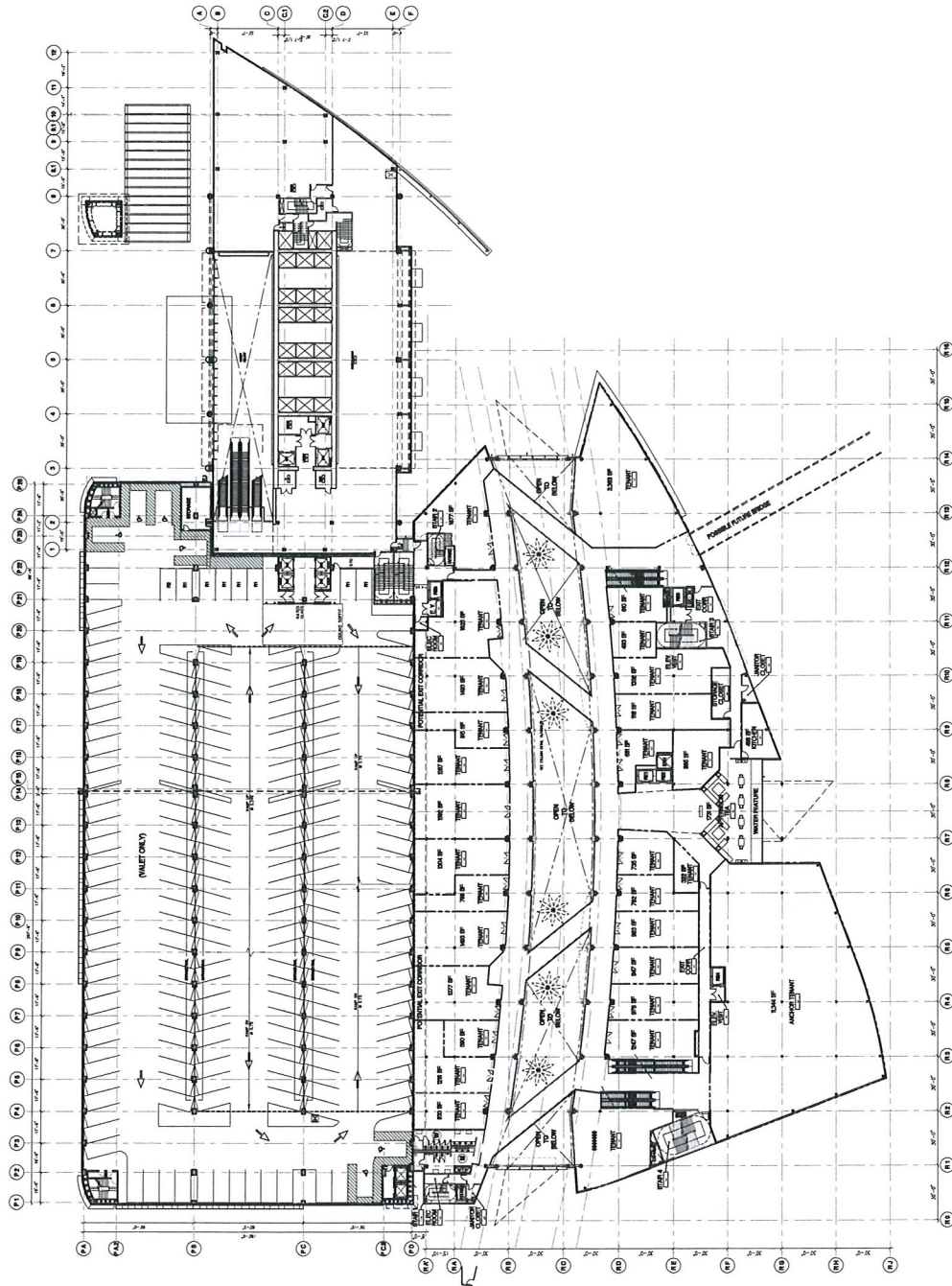
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SECOND LEVEL COMPOSITE PLAN
FLOOR PLANS

SCALE: 1"=30'-0"

APA # 25034



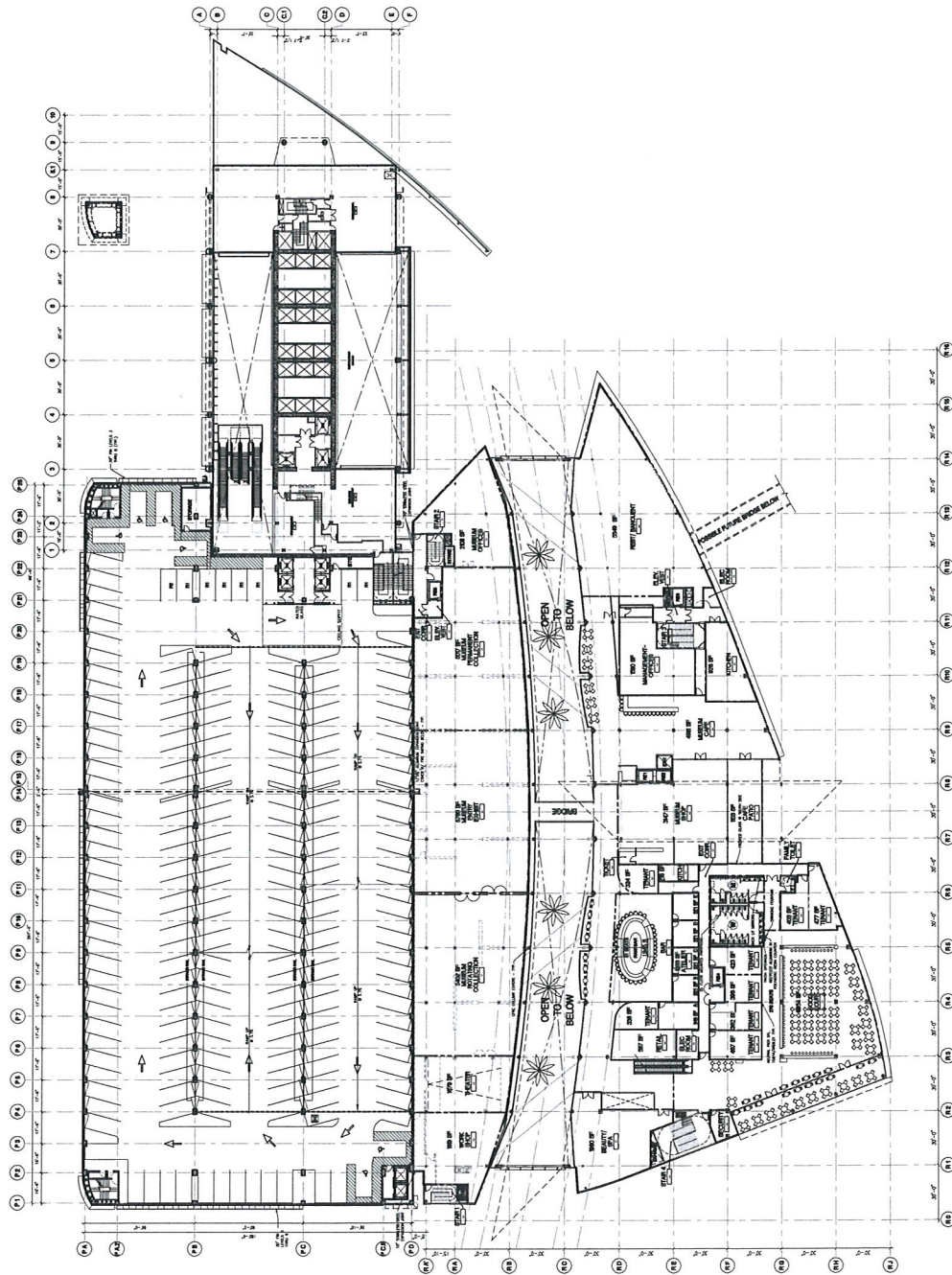
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THIRD LEVEL COMPOSITE PLAN

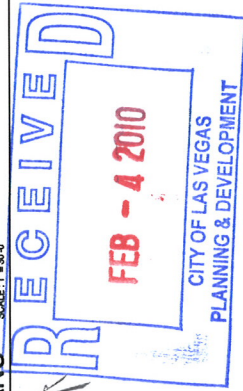
FLOOR PLANS

SCALE: 1"=30'-0"

APA # 25034

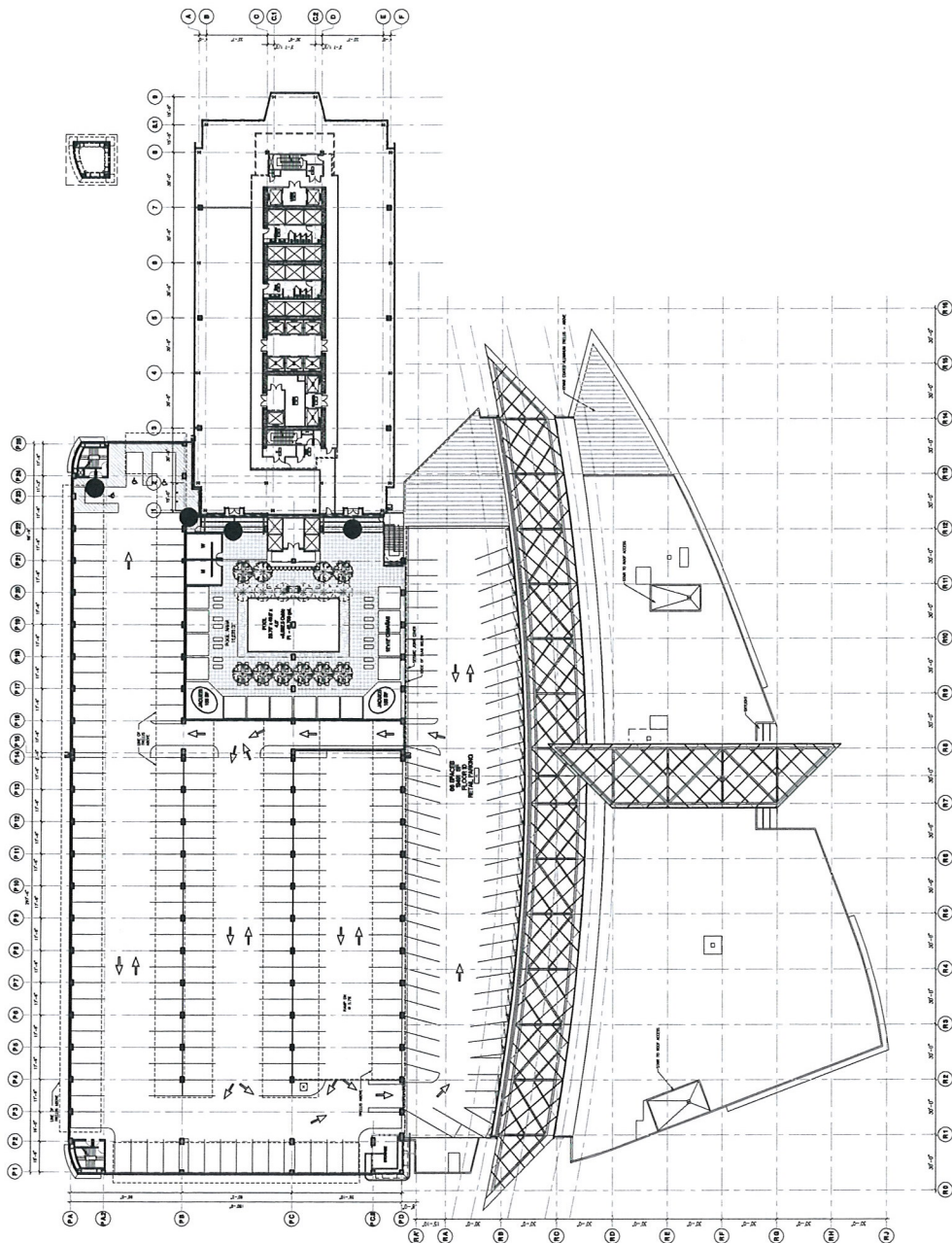


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PLANNING & DEVELOPMENT



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LEGEND
● BUILDING ENTRANCES/ EXITS



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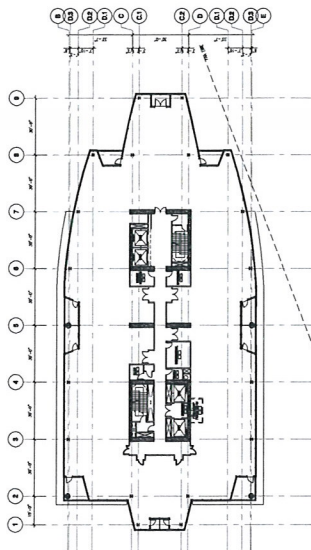
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APA # 25034



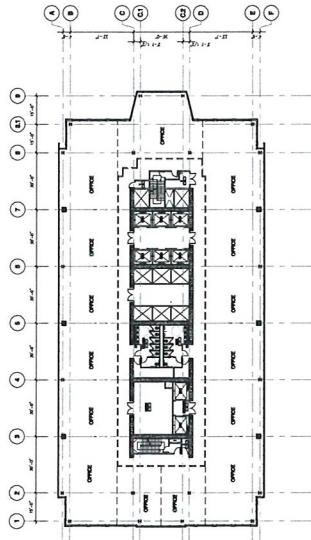
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Las Vegas, NV 89101
312.858.1822, voice
312.858.8838 fax

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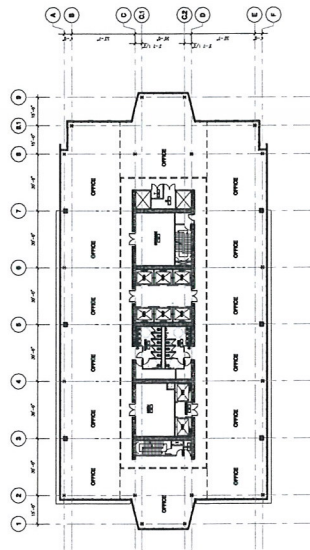


RESIDENTIAL PLAN

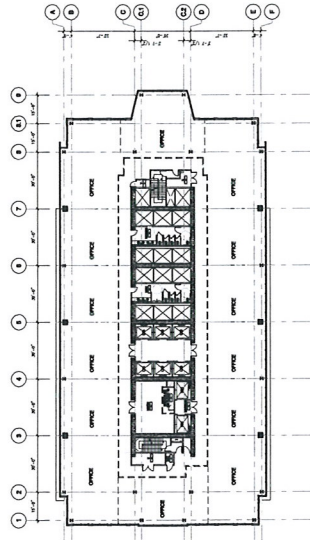
PLEASE SEE SHEET 4.7 FOR PROPOSED INTERIOR CONDO LAYOUTS



MID RISE OFFICE PLAN



HIGH RISE OFFICE PLAN



LOW RISE OFFICE PLAN

TYPICAL TOWER FLOOR PLANS
FLOOR PLANS

SCALE: 1" = 30'-0"



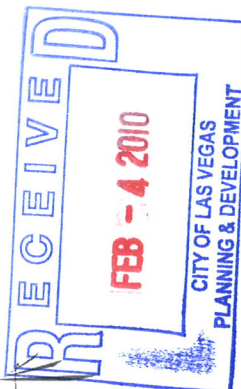
OCTOBER 9, 2007 4.6

APA # 25034



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OCTOBER 9, 2007 4.7

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SCALE: N.T.S.

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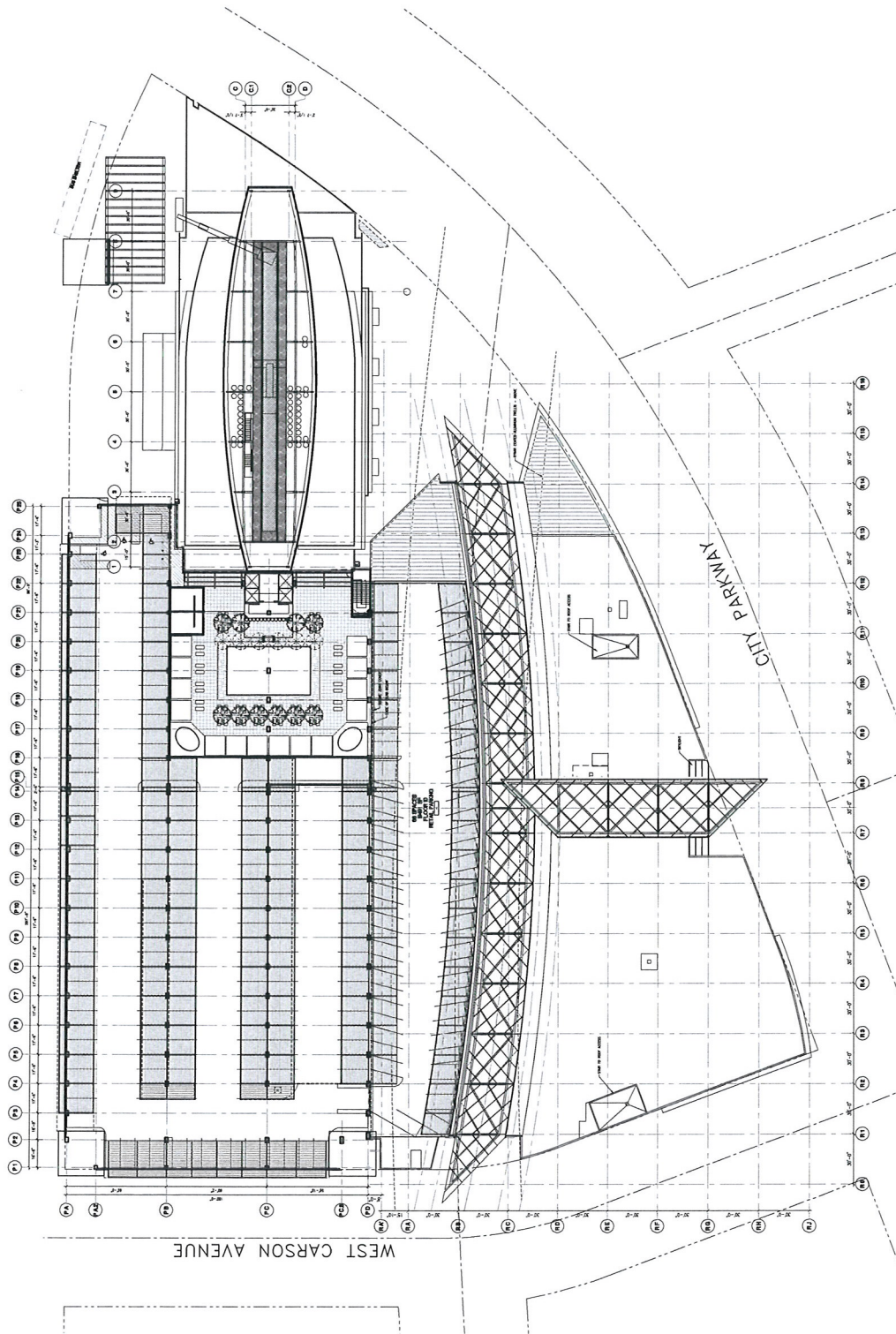
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GRAND CENTRAL PARKWAY



ROOF PLAN

FLOOR PLANS

SCALE: 1" = 30'-0"

OCTOBER 9, 2007 4.8

APA # 25034



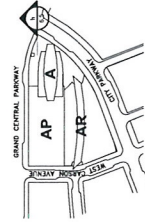
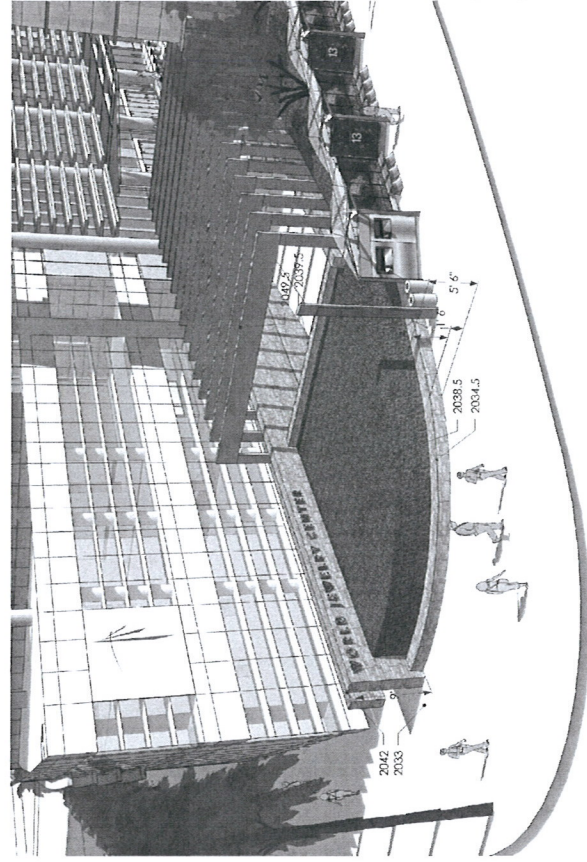
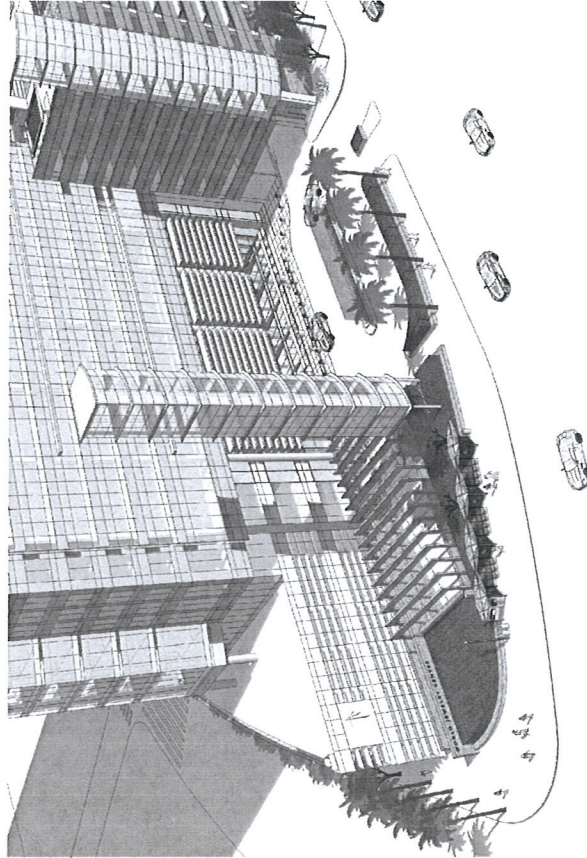
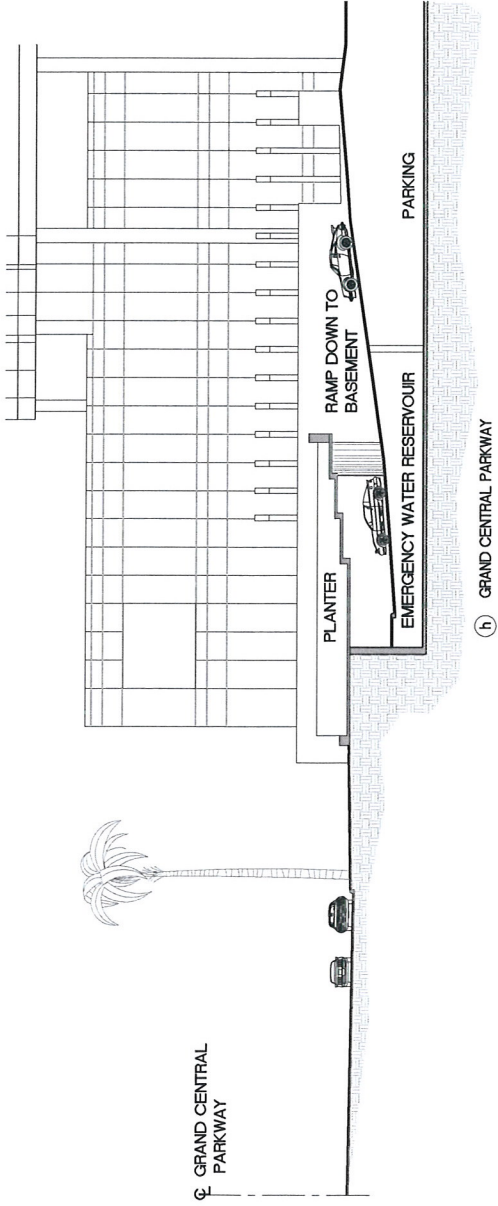
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 Suite 1000, Las Vegas, NV 89102
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 310.588.5838 fax



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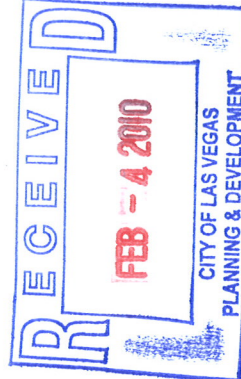
CURB STUDY SECTION & RENDERINGS

SCALE: 1" = 10'-0"

October 11, 2007 6.5

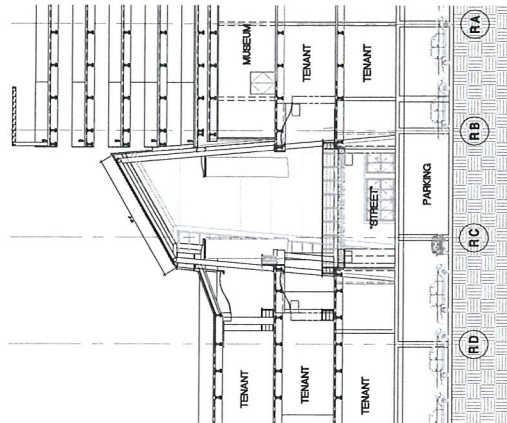


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Beverly Hills, California 90210
310.885.8528 fax

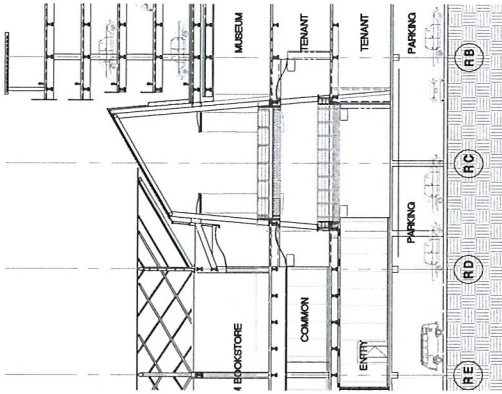


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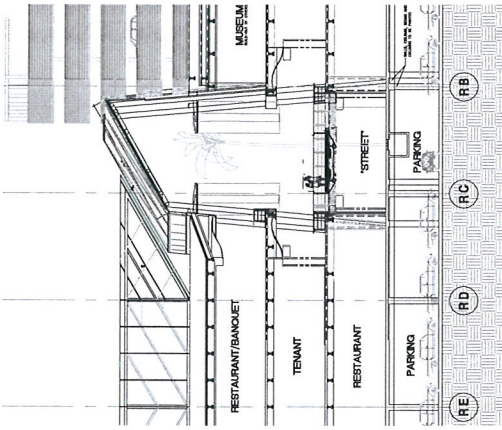
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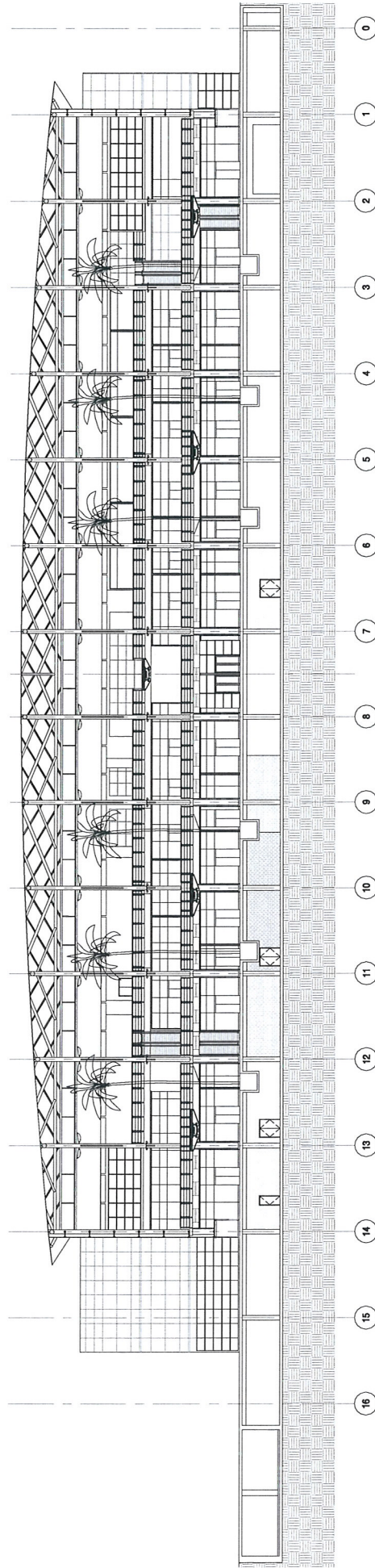
SECTION- R3, SOUTH



SECTION- R8, SOUTH



SECTION- R13, SOUTH



APA # 25034

SECTION- RB, WEST

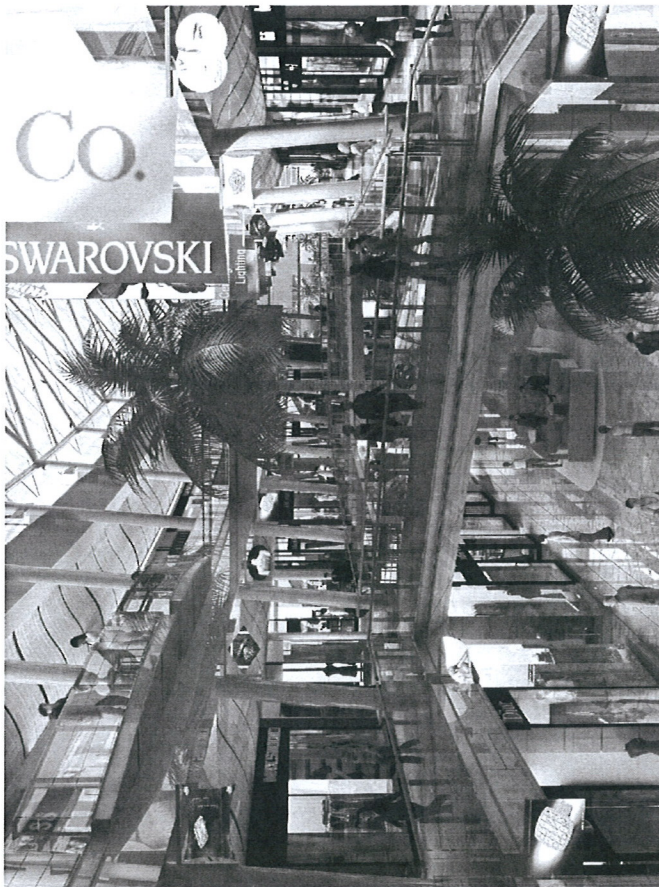
SCALE: 1/16" = 1'-0"

October 11, 2007 7.9



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RETAIL PROMENADE RENDERINGS

October 11, 2007 7.10



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2010 FEB -1 A 11: 04

January 27, 2010

Planning and Development Department
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101

Re: World Jewelry Center
Extension of SRD-25059 and SUP-25060



Gentlemen:

The attached application package is for the World Jewelry Center, to be built on Parcel E, a 5.84 acre parcel at the North end of Symphony Park.

At a regular meeting held on February 6, 2008, the City Council approved SDR-25059 and SUP-25060, subject to the conditions listed in the approval letters, enclosed herewith.

The Project was found to be consistent with The City and Mayor Goodman's vision for the future of Union Park, as an Urban District in the Heart of Las Vegas, providing varied services to the Community and added revenue to The City.

World Jewelry Center will become a hub for the worldwide jewelry business anchored by domestic and international jewelry market leaders and a Mecca for jewelry buyers.

World Jewelry Center consists of three buildings – Office/Residential Condo Tower, Retail Center and a Parking Structure.

Office/Residential Tower

The Tower consists of a basement and 54 floors above ground. Because of the open atrium Entry Lobby and the relation ship to the Parking Structure, the Tower floor numbering jumps from 3 to 7 (with floors 4, 5 and 6 missing) and floors 53 and 54 as Mechanical Floors. So the actual number of habitable floors is 49. Out of these, ten are Residential.

Commercial Floors:

Basement: Includes a designated Foreign Trade Zone area, Mail Room and various other services.

Floors 1 through 3: Include the Main Entry Lobby to the Tower, a Bank, Restaurants and the Building Management offices.

EOT-37340
03/1710 CC

Floors 7 through 42: Include Commercial Office Condos, Grading Labs, Private Club and a Conference Floor.
For a break down of the different uses by sq ft, please refer to the attached Shared Parking Study.

Residential Floors:

Floors 43 through 52: Include the Residential Common spaces and 98 Residential Condos. For break down of unit types, please refer to the attached Shared Parking Study.

The Gross Area of the Tower's habitable areas (office condos, residential condos, bank, conference center, private club...etc) is 1,350,000 Sq Ft.

Retail Center

The Retail Center consists of a basement and the floors above ground. It includes Retail Stores, a Museum with its Café and Store, a Food Court, Restaurants and a Health club/Spa.
For a break down of the different uses by sq ft, please refer to the attached Shared Parking Study.

The Gross Area of the Retail Center (stores, museum, restaurants, food court...etc) is 225,000 Sq Ft.

Parking Structure

The Parking Structure consists of one below and ten above grade levels.
The parking structure, the retail basement and the Tower basement will provide enough parking for the Project with a surplus.
The World Jewelry Center will self-park without the need for additional outside parking.
Please refer to the attached Shared Parking Study.

Due to current economic conditions, we sought an extension of time to acquire the property and commence development. This extension was granted by entering into an Amended and Restated Disposition and Development Agreement, effective as of August 19, 2009. At this time, we are seeking the extension of the existing entitlements (SDR-25059 and SUP-25060) as well. Thank you for your consideration

Sincerely,

HERITAGE-NEVADA VIII, LLC

By: 
Daniel E. Parks
Chief Financial Officer





FEB 13 2008

February 8, 2008

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

Dr. Doug Selby
City Parkway V, Inc.
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

RE: SDR-25059 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 6, 2008
RELATED TO SUP-25060

Dear Dr. Selby:

The City Council at a regular meeting held February 6, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 57-STORY MIXED-USE DEVELOPMENT INCLUDING 1.12 MILLION SQUARE FEET OF COMMERCIAL SPACE AND 98 MULTI-FAMILY RESIDENTIAL UNITS WITH WAIVERS OF THE UNION PARK STREETScape STANDARDS, BUILDING PLACEMENT AND FRONTAGE REQUIREMENTS, ARCHITECTURAL STANDARDS, AND ACCESS STANDARDS on a portion of 53.6 acres at the southwest corner of Grand Central Parkway and City Parkway (APN 139-34-110-004), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 7, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-25060) shall be required.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 10/09/07, and the revised parking study data, date stamped 10/19/07, except as amended by conditions herein.
4. The following Waivers from Union Park Design Standards are hereby approved as follows:
 - a. A Waiver from Subsection 1.6.2 is hereby approved, to allow two vehicle access points on Grand Central Parkway where only one access point is allowed.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-37340
03/1710 CC

- b. A Waiver from Subsection 1.6.4 is hereby approved, to allow the exterior parking structure treatment as shown in the elevations date stamped 10/09/07, where an architecturally consistent treatment is required.
 - c. A Waiver from Subsection 1.9.2 is hereby approved, to allow a different curvature to the alignment of The Promenade as shown on the site plan date stamped 10/09/07, where conformance to the alignment shown in illustration in Subsection 1.9 is required.
 - d. A Waiver from Subsection 2.5 is hereby approved, to allow a 10-foot sidewalk width for a segment along the Grand Central Parkway frontage of the property where a 12-foot width is required.
 - e. A Waiver from Subsection 3.1(B) is hereby approved to allow building setbacks at 55'-9" and 103'-4" where a setback at 80'-0" is required.
 - f. A Waiver from Subsection 3.13.1 is hereby approved, to allow no streetwall offset along the Grand Central Parkway and City Parkway facades as shown in the elevations dated 10/09/07, where a three-foot streetwall offset is required.
 - g. A Waiver from Subsection 4.5(E.2) is hereby approved, to allow the use of non-specified palm trees on the enclosed interior of The Promenade in accordance with the landscape plans dated 10/09/07, where conformance to the palm trees specified in the Union Park standards is required.
- 5. Any exterior art or streetscape furniture contemplated in the Union Park Owner's Association sidewalk streetscape area shall be submitted to the UP-DRC for review and approval prior to installation in accordance with Union Park Design Standards.
 - 6. The paving materials utilized at the Grand Central Parkway main entry and the City Parkway valet entry shall delineate the pedestrian pathway with a paving pattern and/or color across all vehicular driveways that cross the perimeter Union Park Owner's Association sidewalk streetscape area in order to increase pedestrian safety.
 - 7. The final transparency and reflectivity of glazing at either end of the enclosed retail space shall be reviewed and approved by the UP-DRC prior to the issuance of a building permit in accordance with Subsection 3.5 of the Union Park Design Standards.
 - 8. As part of the building permit/construction document submittal process as outlined in the Union Park Design Standards, the completed project LEED checklist and a letter from the commissioning agent confirming preparation of documents for submission to the USGBC shall be submitted to the UP-DRC for review and approval prior to the issuance of a certificate of occupancy.
 - 9. Construction documents shall be submitted to the UP-DRC for review and approval prior to the issuance of a building permit in accordance with Section 5 of the Union Park Design Standards. The review shall be limited to the conditions of approval placed upon the project by the City of Las Vegas. A letter of approval from the UP-DRC must be submitted with the building permit application.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
 11. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
 12. 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.
 13. Any new utility or power service line provided to the parcel shall be placed underground from the property line to the point of on-site connection or on-site service panel location.
 14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
 15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
 16. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed.
 17. Approval of this Site Development Plan Review application does not constitute approval of the signage. A more detailed master sign package and tenant design criteria shall be submitted to the UP-DRC for review and approval prior to the issuance of any sign permits in accordance with Subsection 3.16 of the Union Park Design Standards.
 18. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.
 19. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.
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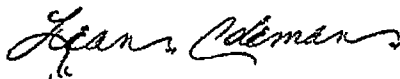
Dr. Doug Selby
SDR-25059 – Page Four
February 8, 2008

20. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.
21. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Coordinate with the Collection Systems Planning Section of the Department of Public Works to determine the appropriate connection/outfall point for the increased wastewater flow prior to the submittal of any construction drawings or a Tentative Map, whichever may occur first.
24. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Downtown Bus Rapid Transit Connector project, the Union Park project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.
25. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of any construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.
26. Civil improvement plans for this site shall be coordinated with the final approved Union Park Phase II civil improvement plans.
27. Site development to comply with all applicable conditions of approval for SDR-16267 and all other applicable site-related actions.

Sincerely,



Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

Dr. Doug Selby
SDR-25059 – Page Five
February 8, 2008

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Carla Romero
Heritage – Nevada VIII, LLC
421 North Beverly Drive, Suite #350
Beverly Hills, California 90210

Mr. Ben Doyle
Aviation Management Associates
1101 King Street, Suite #325
Alexandria, Virginia 22314

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-37341 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: HERITAGE-NEVADA VIII, LLC - OWNER: CITY PARKWAY V, INC. - Request for an Extension of Time of a previously approved Special Use Permit (SUP-25060) FOR A PROPOSED 800-FOOT HIGH MIXED-USE DEVELOPMENT IN THE AIRPORT OVERLAY DISTRICT at the southwest corner of Grand Central Parkway and City Parkway (APN 139-34-110-007), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

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APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

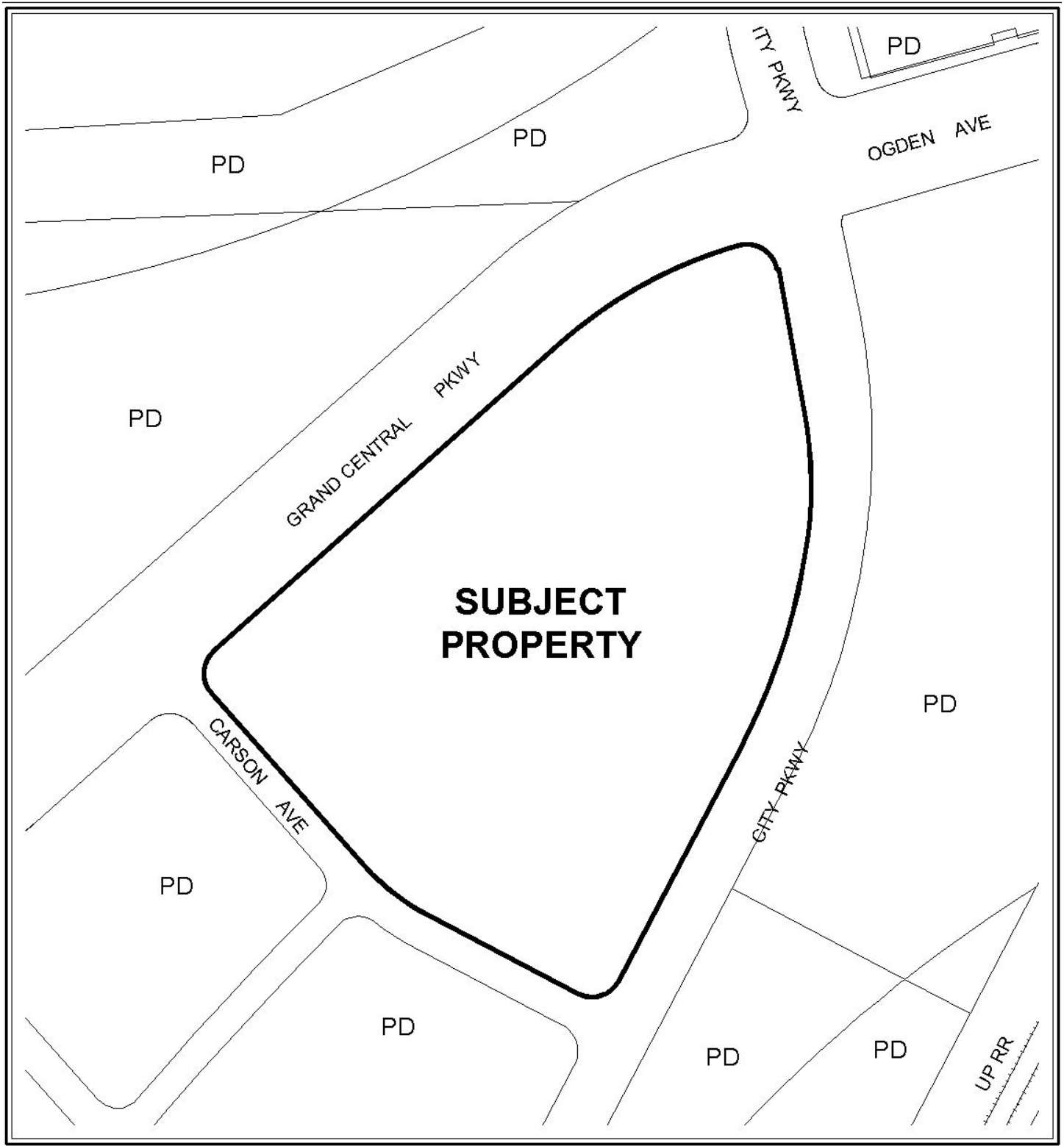
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RECOMMENDATION:

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-25060



0 100 200 Feet



CASE: **EOT-37341**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)





0 100 200 Feet

CASE: **EOT-37341**

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: EOT-37341 - APPLICANT: HERITAGE-NEVADA VIII, LLC -
OWNER: CITY PARKWAY V, INC.**

**** CONDITIONS ****

Staff recommends APPROVAL, subject to conditions:

Planning and Development

1. This Special Use Permit (SUP-25060) shall expire on February 6, 2012 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval of the Special Use Permit (SUP-25060) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-37341 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Special Use Permit (SDR-25060) for a proposed 800-foot high mixed-use development in the Airport Overlay District located at the southwest corner of Grand Central Parkway and City Parkway. Though the applicant has not been issued any building permits for the proposed project, they did receive approval for a Tentative Map (TMP-25738) for the 'World Jewelry Center' on 02/28/08. There has been changes in land use and development in the surrounding area since the approval of the Special Use Permit (SDR-25060) that include approval for a Performing Arts Center to the south and commercial center to the west.

The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff is recommending approval.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
11/23/98	The City Council approved a request for a Rezoning (Z-0100-97) on property located along the east side of I-15 between Charleston Boulevard and Interstate 95 (Union Pacific property) from M (Industrial) to PD (Planned Development) for a future mixed-use project. The Planning Commission recommended approval on 05/28/98.
03/17/04	The City Council approved a request for a Petition to Vacate (VAC-3643) a portion of the east half of Grand Central Parkway, a portion of the north half of Bonneville Avenue and a portion of a sixty-foot wide Public Drainage Easement generally located north of Bonneville Avenue between the Union Pacific Railroad Right-of-Way and Grand Central Parkway. The Planning Commission recommended approval on 02/12/04.
05/12/05	The Planning and Development Department approved a request for an Extension of Time (EOT-6343) of a previously approved Vacation (VAC-3643) for a portion of the east half of Grand Central Parkway, a portion of the north half of Bonneville Avenue and a portion of a sixty-foot wide Public Drainage Easement generally located north of Bonneville Avenue between the Union Pacific Railroad Right-of-Way and Grand Central Parkway.
08/15/06	The Planning Commission Architectural Review Committee (PC-ARC) approved a request for a Master Sign Plan Amendment (ARC-15602) for a proposed business park at 495 South Grand Central Parkway.

EOT-37341 - Staff Report Page Two
March 17, 2010 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
08/15/06	The Planning Commission Architectural Review Committee (PC-ARC) approved a related request for a Site Development Plan Review (ARC-15820) for a proposed 62,616 square-foot commercial development consisting of a medical research and treatment building, museum and activities center, and waivers of the Parkway Center Build-to-Line requirements and exterior materials requirements.
09/20/06	The City Council approved a request for a Site Development Plan Review (SDR-15042) for a proposed 62,616 commercial development consisting of a medical research and treatment building, museum and activities center, and waivers of the Parkway Center build-to-line requirements and exterior materials requirements on 1.9 acres at 22 South Grand Central Parkway. The Planning Commission recommended approval on 09/07/06.
11/15/06	The City Council approved a request for a Site Development Plan Review (SDR-16267) for a proposed mixed-use development with 17 development parcels on 61.57 acres located at the northeast corner of Grand Central Parkway and Bonneville Avenue. The Planning Commission recommended approval on 10/15/06.
05/02/07	The City Council approved a request for a Review of Condition (ROC-20820) to remove Condition Number 18 of a previously approved Site Development Plan Review (SDR-15042), which stated to grant pedestrian access easements for all sidewalks located outside the public right-of-way adjacent to this site prior to the issuance of any permits; coordinate with the right-of-way section of the Department of Public Works for assistance in the preparation of appropriate documents on 1.9 acres at 22 South Grand Central Parkway.
02/06/08	The City Council approved a request for a Special Use Permit (SUP-25060) for a proposed 800-foot high mixed-use development in the Airport Overlay District at the southwest corner of Grand Central Parkway and City Parkway. The Planning Commission recommended approval on 11/29/07.
	The City Council approved a related request for a Site Development Plan Review (SDR-25059) for a proposed 57-story mixed-use development including 1.12 million square feet of commercial space and 98 multi-family residential units with waivers of the Union Park streetscape standards, building placement and frontage requirements, architectural standards and access standards.
02/28/08	The Planning Commission approved a request for a Tentative Map (TMP-25738) for a proposed mixed-use subdivision consisting of 98 residential condominium units, 43 commercial condominium units and one commercial lot on 5.84 acres at the southeast corner of Grand Central Parkway and City Parkway.

EOT-37341 - Staff Report Page Three
March 17, 2010 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
05/07/08	The City Council approved a request for a Site Development Plan Review (SDR-26709) for a Performing Arts Center including a 21,000 seat auditorium and an education center with waivers of the Union Park streetscape standards, lighting standards, architectural standards and access requirements on a portion of 53.6 acres generally located at the northeast corner of Bonneville Avenue and Grand Central Parkway. The Planning Commission recommended approval on 03/27/08.
<i>Related Building Permits/Business Licenses</i>	
There have not been any building permits or business licenses issued for the proposed project.	
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required for this type of application, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required for this type of application, nor was one held.	

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	5.84

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Land-Proposed Mixed-Use Development	MXU (Mixed-Use)	PD (Planned Development)
North	Offices, Fitness Center, Restaurant	MXU (Mixed-Use)	PD (Planned Development)
South	Undeveloped Land	MXU (Mixed-Use)	PD (Planned Development)
East	Undeveloped Land	MXU (Mixed-Use)	PD (Planned Development)
West	Storage, Retail Establishment	MXU (Mixed-Use)	PD (Planned Development)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
Downtown Centennial Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y

EOT-37341 - Staff Report Page Four
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Symphony Park	X		Y
Downtown Casino Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SDR-25060) for a proposed 800-foot high mixed-use development in the Airport Overlay District located at the southwest corner of Grand Central Parkway and City Parkway. Though the applicant has not been issued any building permits for the proposed project, they did receive approval for a Tentative Map (TMP-25738) for the 'World Jewelry Center' on 02/28/08.

Title 19.18.060 deems a Special Use Permit exercised upon the approval of a business license, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-25060) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. There has been changes in land use and development in the surrounding area since the approval of the Special Use Permit (SDR-25060) that include approval for a Performing Arts Center to the south and commercial center to the west. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-25060) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37341** APN: 139-34-110-007

Name of Property Owner: City Parkway V, Inc.

Name of Applicant: Heritage-Nevada VIII, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

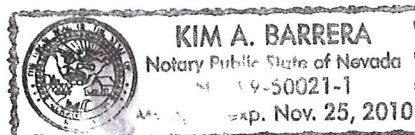
Signature of Property Owner: Elizabeth A. Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 3 day of February, 2010
Kim A. Barrera

Notary Public in and for said County and State



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time re-SUP-25060
 Project Address (Location) Southwest Corner Grand Central Parkway & Parkway
 Project Name World Jewelry Center Proposed Use Mixed Use
 Assessor's Parcel #(s) 139-34-110-007 Ward # 5
 General Plan: existing MXU proposed N/A Zoning: existing PD proposed N/A
 Commercial Square Footage 2.3 Million Floor Area Ratio N/A
 Gross Acres 5.84 Acres Lots/Units 98 Density N/A
 Additional Information _____

PROPERTY OWNER City Parkway V, Inc. Contact Elizabeth N. Fretwell
 Address 400 Stewart Avenue, 8th Floor Phone: (702) 229-6501 Fax: (702) 388-1807
 City Las Vegas State NV Zip 89101
 E-mail Address _____

APPLICANT Heritage-Nevada VIII, LLC Contact Robert Zarnegin
 Address 421 N. Beverly Drive, Suite 350 Phone: (310) 888-1882 Fax: (310) 888-8838
 City Beverly Hills State CA Zip 90210
 E-mail Address rzarnegin@probitryinternational.com

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* Elizabeth N. Fretwell

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

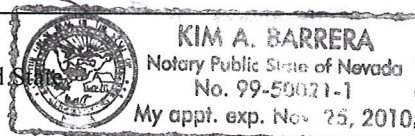
Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 3 day of February, 20 10.

Kim A. Barrera

Notary Public in and for said County and State

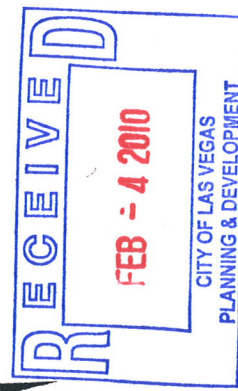
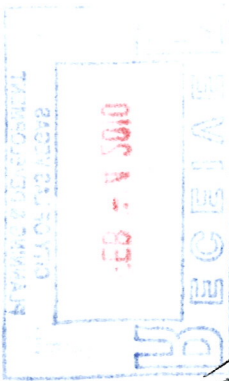


FOR DEPARTMENT USE ONLY

Case #	<u>EOT - 37341</u>
Meeting Date:	<u>3/17/10</u>
Total Fee:	<u>\$300</u>
Date Received:*	<u>2/4/10</u>
Received By:	<u>Romeo</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

WORLD JEWELRY CENTER



PLANNING & DEVELOPMENT DEPARTMENT SUBMITTAL
OCTOBER 9, 2007

APA # 25034



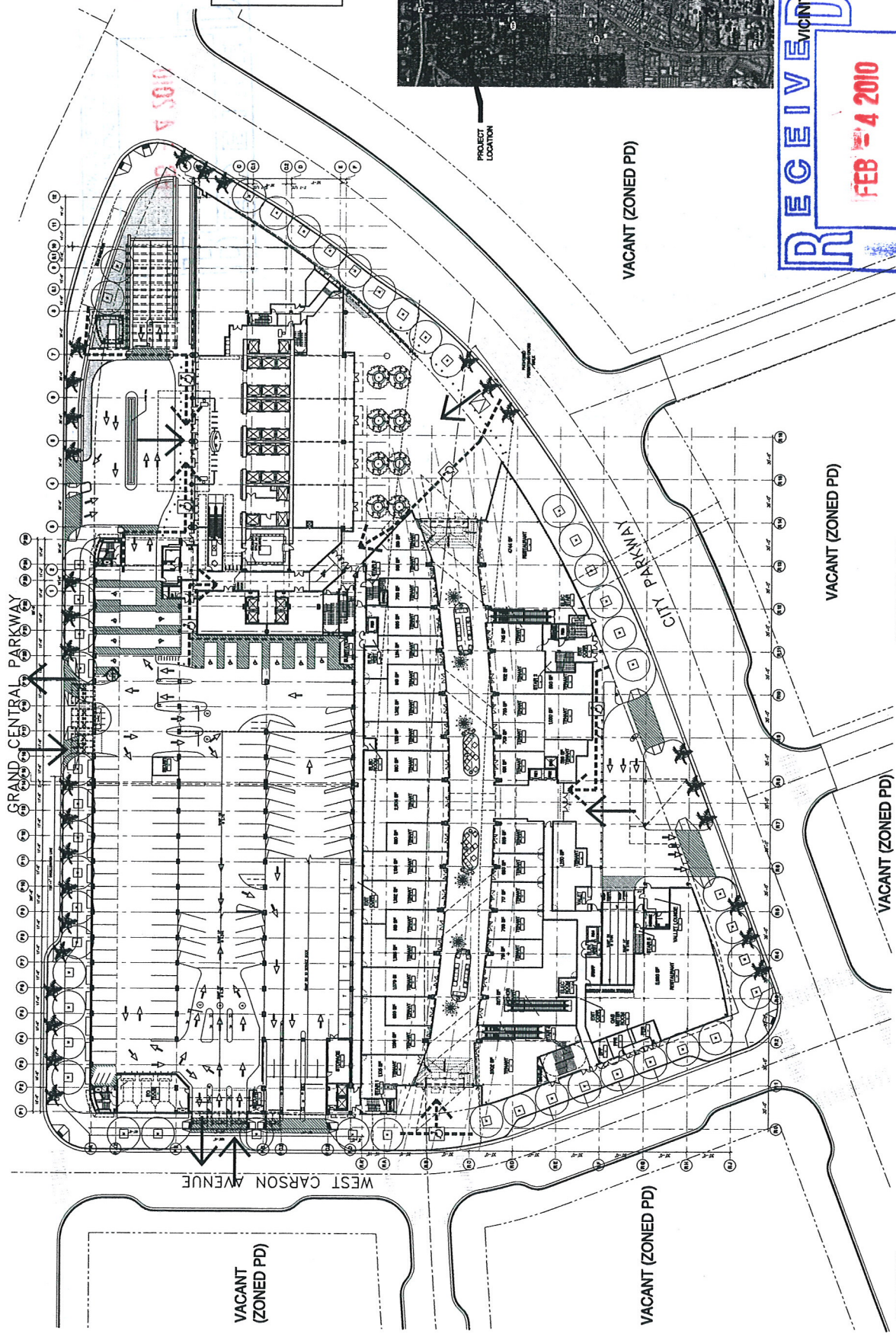
PROPERTY INTERNATIONAL CORPORATION
421 N. Broadway Drive, Suite 300
Beverly Hills, California 90210
Tel: 310.888.1833
Fax: 310.888.1833



WORLD
JEWELRY
CENTER

EOT-37341
03/1710 CC

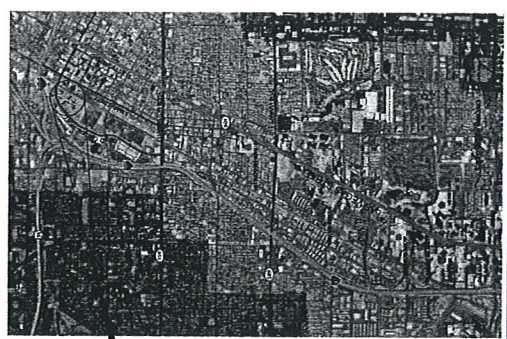
RECEIVED
4th Floor
1440 Broadway Drive
Beverly Hills, CA 90210
Tel: 310.888.1833
Fax: 310.888.1833
EOT-37341



LEGEND

IMPRESSIVE EXPRESS

ADA ACCESSIBILITY



PROJECT LOCATION

VACANT (ZONED PD)

VACANT (ZONED PD)

VACANT (ZONED PD)

VACANT (ZONED PD)

VACANT (ZONED PD)

RECEIVED

FEB - 4 2010

CITY OF LAS VEGAS

PLANNING & DEVELOPMENT

SCALE: INT'S.



OCTOBER 9, 2007 1.1

SITE PLAN SCALE: 1"=30'-0"

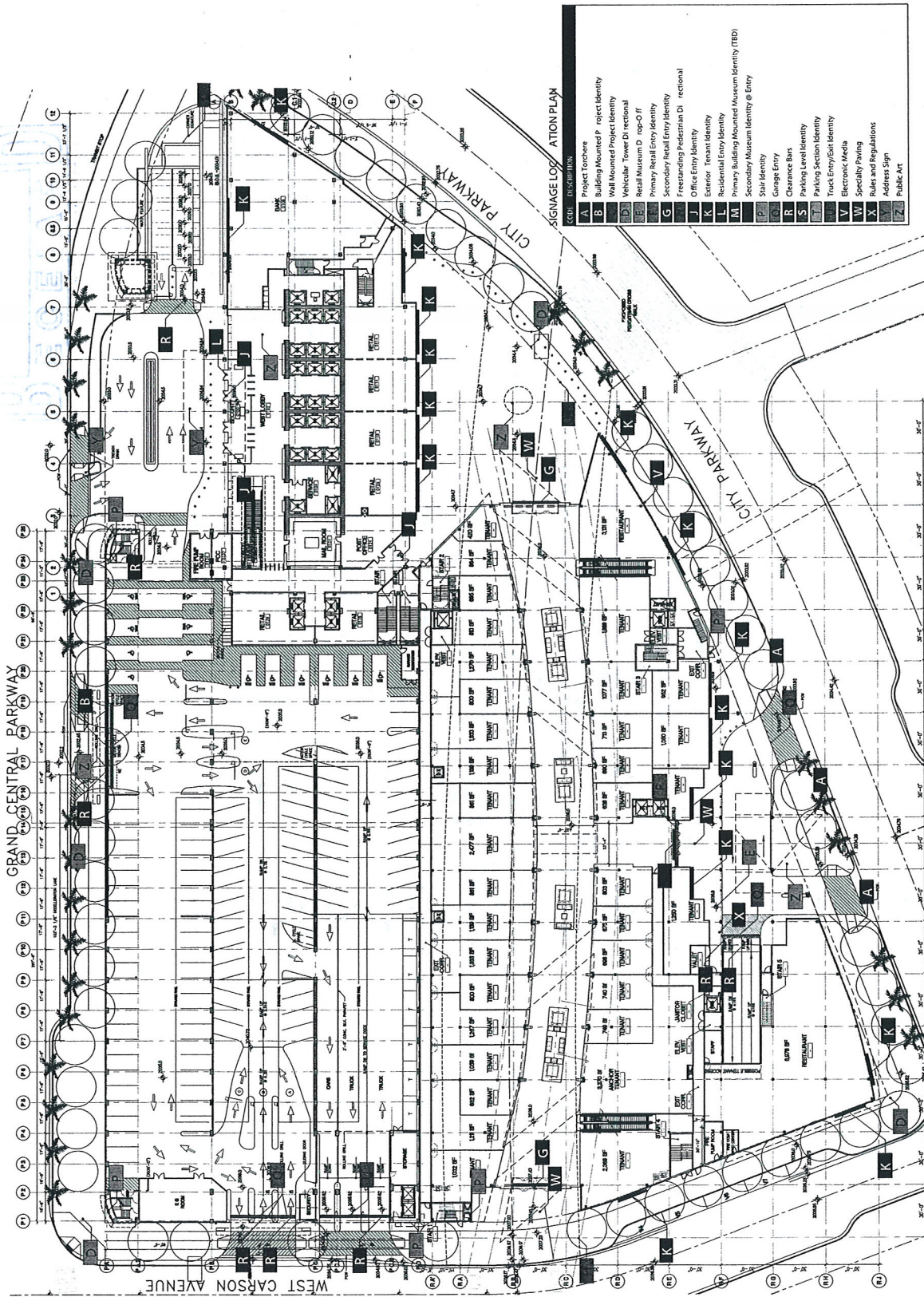
APA # 25034

WORLD JEWELRY CENTER



POCKET INTERNATIONAL CORPORATION
 421 N. Beverly Drive, Suite 330
 Beverly Hills, CA 90210
 310.858.1822 (local)
 310.858.8838 fax

ALDRICH & FOREK
 444 South Power Street, 4th Floor
 Las Vegas, NV 89101
 Phone: 702.332.3333
 Fax: 702.332.3333
 Email: info@aldrichandforek.com
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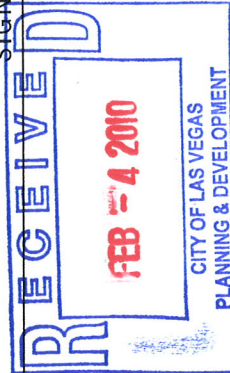


October 09, 2007 1.2

SIGNAGE LOCATION PLAN

ALTOON PORTER
ARCHITECTS

Redmond Schwartz Mark
Design



WORLD
JEWELRY
CENTER

APA # 25034



PRIORITY INTERNATIONAL CORPORATION

398-A135

October 9, 2007

Nabil Albert, RA
 Director, Development and Construction
 Probit International Corporation
 421 North Beverly Drive, Suite 350
 Beverly Hills, CA 90210

Subject: World Jewelry Center Shared Parking Study

Dear Mr. Albert:

G. C. Wallace (GCW) has updated the shared parking study summarized in a letter dated August 13, 2007. The new analysis accounts for an increase in office, retail, and residential land use.

The subject Project is now planned to incorporate the following land use square footages:

- Office - 908,481 SF Gross Floor Area, which is an increase of 7,843 SF compared to the previous analysis (808,667 SF Gross Floor Area minus elevator shafts, stairwells, and floor area containing mechanical, electrical, communications, and security equipment, an increase of 9,879 SF compared to the previous analysis)
- Retail - 112,481 SF (GFA), an increase of 8,468 SF compared to the previous analysis (100,500 SF Gross Leasable Area (GLA), an increase of 8,274 SF compared to the previous analysis)
- Food Court - 8,631 SF a decrease of 1,247 SF compared to the previous analysis (6,473 SF public seating and 2,158 SF service area) (GLA)
- Museum Café - 5,875 SF a decrease of 3,009 SF compared to the previous analysis (4,406 SF public seating and 1,469 SF service area) (GLA)
- Casual Dining Restaurant - 10,701 SF an increase of 712 SF compared to the previous analysis (8,026 SF public area and 2,675 SF service area) (GLA)
- Health Club - 23,879 SF (GFA) the same when compared to the previous analysis (20,919 SF Gross Floor Area minus elevator shafts, stairwells, and floor area containing mechanical, electrical, communications, and security equipment, the same when compared to the previous analysis)
- Museum - 24,802 (GFA), a decrease of 244 SF compared to the previous analysis
- Bank - 10,930 (GFA), an increase of 1,051 SF over the previous analysis
- Residential Condos (studio & 1 Bedroom) - 21 Units, an increase of 9 units compared to the previous analysis.
- Residential Condos (2 Bedroom) - 72 units, a decrease of 1 unit compared to the previous analysis.
- Residential Condos (3 Bedroom) - 5 units, the same when compared to the previous analysis.
- Raw Bar - 2,094 SF a decrease of 1,001 SF compared to the previous analysis (1,880 SF public seating and 214 SF service area) (GLA)
- Tower Restaurant - 10,145 SF an increase of 638 SF compared to the previous analysis (7,809 SF public seating and 2,536 SF service area) (GLA)

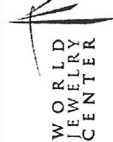
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SITE PLAN



OCTOBER 9, 2007 1.3

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 PROJECT: WORLD JEWELRY CENTER
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The starting point of a shared parking analysis is the calculation of unadjusted parking demand based on individual base parking ratios. Unadjusted demand has been calculated based on ratios recommended in Shared Parking, 2nd Edition published by the Urban Land Institute (ULI). The base ratio for office use, which is approximately 28% less than the CLV Code requirement, is based on the average rate reported in Parking Generation 3rd Edition for office use in an urban area. The rate recommended in Parking Generation 3rd Edition reflects the urban characteristic of Union Park, while the CLV Code does not differentiate between urban or suburban areas.

It should be noted that the Shared Parking, 2nd Edition notes that regardless of the methodology used, GFA should exclude vehicle-parking areas, and floor areas occupied by mechanical, electrical, communications and security equipment. Additionally, elevator shafts, stairwells, and atrium areas were excluded for the Shared Parking 2nd Edition ratios calculation, due to the fact these are either non-floor areas (Atrium) or common areas (Elevator shafts and stairwells) and are not purchased by the individual office tenants.

If land uses were taken individually, without the benefit of shared parking adjustments, parking requirements would total 4,397 based on CLV Code requirement and 9,315 spaces based on recommended Shared Parking, 2nd Edition ratios. Parking requirement calculations without adjustments for shared parking analyses are summarized and included as Table 1.

It should be noted, only weekday demands were analyzed as it was assumed that much of the office component, accounting for over 80% of the proposed on-site land use, would not be operating on the weekend, and would therefore not be critical to the estimation of the peak parking demand.

Because the proposed Project is a mixed-use development, it is reasonable to assume that, as a whole, it will demand fewer parking spaces than predicted by the summation of each individual land use. This is the direct result of varying peak parking demand hours for different land uses and captive market reductions, which is a concept readily recognized in the Institute of Transportation Engineers (ITE) Parking Generation Manual and Shared Parking 2nd Edition. As a result, a shared parking analysis is applicable, especially when considering uninterrupted pedestrian connections between proposed land uses.

As stated, the values reported in Table 1 represent the unadjusted individual land use parking requirements that compose the Project. Using the total demands outlined in Table 1, the anticipated operating times for each land use, and the historical hourly parking accumulation distribution data presented on pages 16 through 19 of the Urban Land Institute (ULI) Shared Parking 2nd Edition, shared parking demands for each weekday hour can be calculated. Tables 2, 3 and 4 depict total parking demands by hour of day and land use type for a typical weekday. As shown in Table 3 and 4, the peak hour demands occur from 2:00 PM to 3:00 PM at 4,243 for CLV Code requirements and 3,135 spaces for Shared Parking ratios.

As outlined in the ULI Shared Parking 2nd Edition, past experience and studies indicate customer-parking needs at mixed-use sites are further reduced due to the patronage of multiple on-site land uses. Patrons utilizing multiple on-site land uses are termed "captive market" per Shared Parking 2nd Edition. An example of a "captive market" could be the following scenario: A person working in the office land use eats lunch at the on-site restaurant and shops at one of the retail sites. This person will not require additional parking demand since one parking spot is accommodating three different unique land uses. With this concept in mind, parking demands were further reduced for the restaurant and retail sites as summarized in Table 4.

As shown in Table 4, the retail and casual dining land use demands have been reduced by 10% based on typical captive market reductions taken in the various case study analyses compiled in the

SEE PAGE THREE OF THREE ON SHEET 1.4

Shared Parking 2nd Edition. We believe this factor is very conservative, and that it could easily be much higher, particularly in the context of the whole Union Park site.

A captive market reduction of 67% has been assumed for the museum. We understand the majority of museum visitors are expected to be retail patrons who are interested in how gems are mined and cut, and brought to market. Relatively few primary trips to the museum are expected.

A captive market reduction of 85% has been assumed for the food court and museum café. These uses are amenities to other Project uses, and the only primary vehicular trips to them are likely to be employees.

A captive market reduction of 94% and 65% has been assumed for the Health Club and Bank, respectively. It is understood that these amenities will be for office tenants only not for the general public. Therefore, it is anticipated that the only primary vehicular demands will be from employees.

The final calculated parking demand after shared parking savings are accounted for is 3,862 based on CLV Code requirements and 2,720 spaces based on recommended Shared Parking ratios.

It should be noted that further parking demand reductions could be realized, depending on the proportion of transit and taxi trips to and from the Union Park development.

The current site plan provides 2,778 parking spaces (previously 2,711 parking spaces). Thus resulting in a shortfall of 1,074 spaces (previously a shortfall of 1,078 spaces) based on CLV Code Requirements and a surplus of 58 spaces (previously a surplus of 57 spaces) based on recommended Shared Parking ratios for the weekday peak hour. The utilization of common parking areas provided by the Union Park development could augment the proposed parking supply.

Very truly yours,
 G. C. WILKACE, INC.
 Patrick S. Byrd, P.E., P.F.O.E.
 Traffic Engineer

cc: Gany Dempster, Alton Porter Architects
 John Tobin, GOW

SEE PAGES ONE AND TWO ON SHEET 13

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WORLD
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SITE PLAN



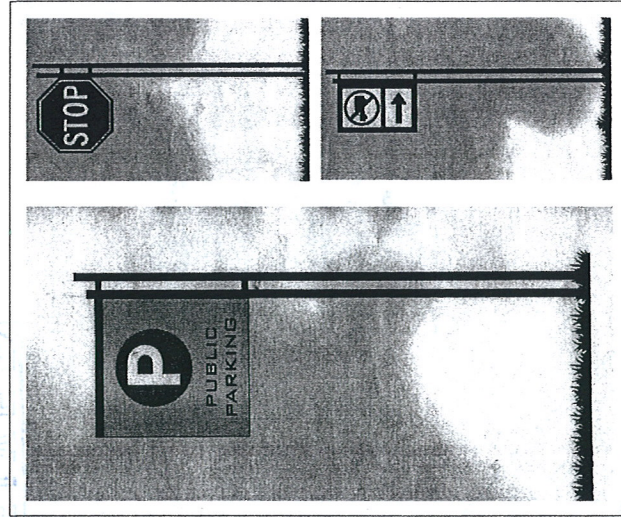
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Table 5. Captive Market Adjustment

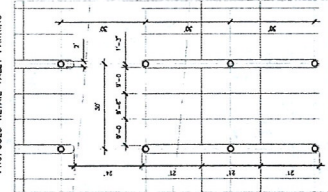
	Parking Demand per CLV Ratios		Parking Demand per Shared Parking Ratios	
	Unadjusted Demand (2:00 PM)	Non-Captive Adjusted Demand	Unadjusted Demand (2:00 PM)	Non-Captive Adjusted Demand
Office	3,029	100%	3,029	100%
General Retail	428	90%	385	90%
Food Court	92	15%	14	15%
Museum Café	63	15%	9	15%
Tower Rest.	108	90%	97	90%
Raw Bar	28	15%	4	15%
Restaurant	114	90%	102	90%
Museum	83	33%	27	33%
Condo	179	100%	179	100%
Health Club	84	6%	5	6%
Bank	39	6%	2	6%
Total	4,121		3,862	
				2,720

NOTE:
 TOTAL STANDARD SPACES = 2,715
 TOTAL COMPACT SPACES = 0
 TOTAL HANDICAP SPACES = 63

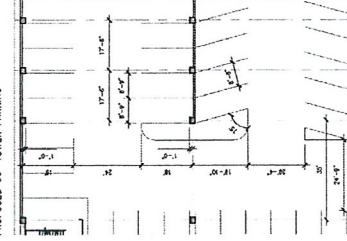


FREE-STANDING
 PER UNION PARK DESIGN STANDARDS
 PER UNION PARK DESIGN STANDARDS

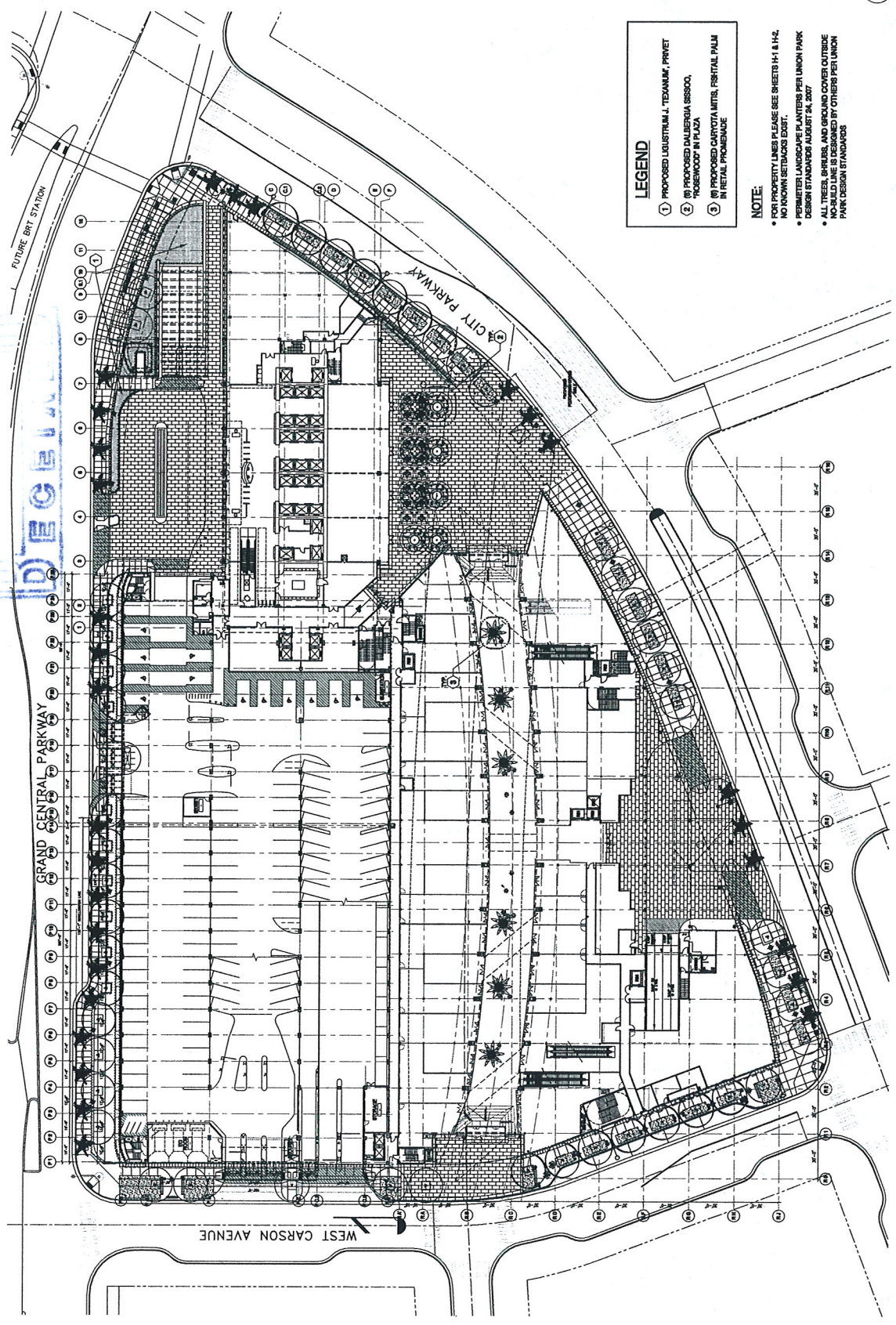
PROPOSED RETAIL VALET PARKING



PROPOSED 90° TOWER PARKING



PROPOSED 75° TOWER PARKING



- LEGEND**
- 1) PROPOSED LIGULSTRUM J. TEXANUM, PRIVET
 - 2) PROPOSED DALBERIA SIBBOO, "ROSEWOOD" IN PLAZA
 - 3) PROPOSED CARTOYA MITA, FISH-TAIL PALM IN RETAIL PROMENADE

NOTE:

- FOR PROPERTY LINES SEE SHEETS H-1 & H-2, NO KNOWN SETBACKS EXIST.
- PERMETER LANDSCAPE PLANTERS PER UNION PARK DESIGN STANDARDS AUGUST 24, 2007
- ALL TREES, SHRUBS, AND GROUND COVER OUTSIDE PERMETER LINE IS DESIGNED BY OTHERS PER UNION PARK DESIGN STANDARDS



OCTOBER 9, 2007 2.1

SCALE: 1" = 30'-0"

LANDSCAPE PLAN

APA # 25034

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WORLD JEWELRY CENTER



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LET'S MAKE A DESIGN FOR THE CITY OF LAS VEGAS
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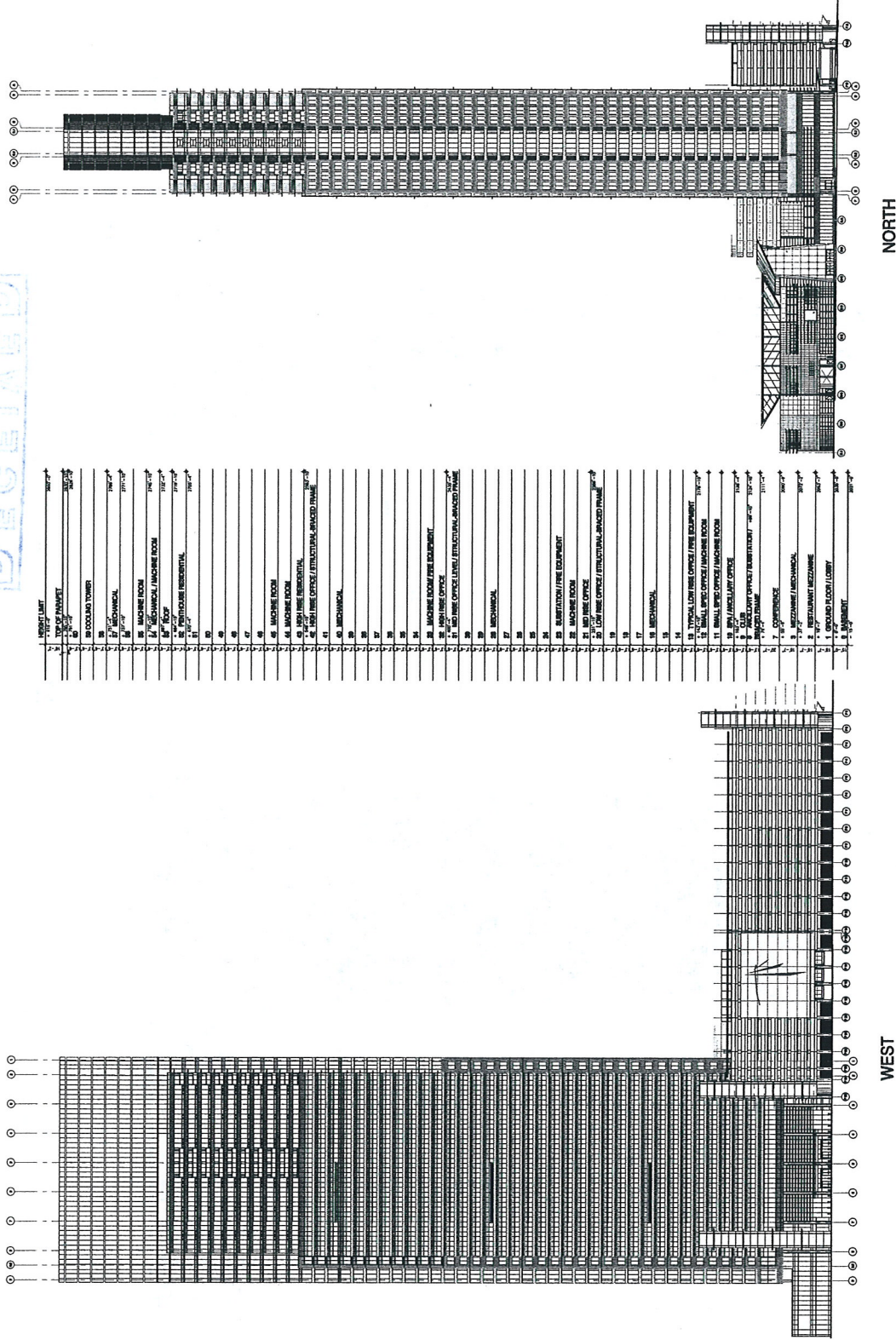
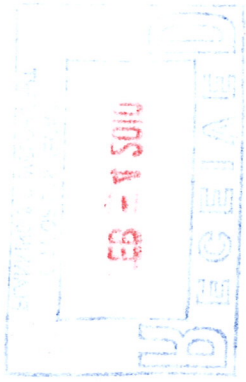
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WEST

NORTH



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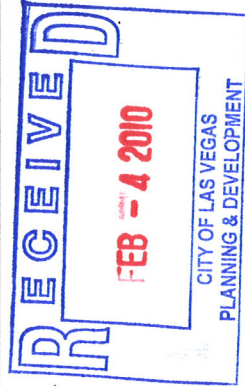
BUILDING ELEVATIONS

SCALE: 1" = 50'-0"

OCTOBER 9, 2007 3.2

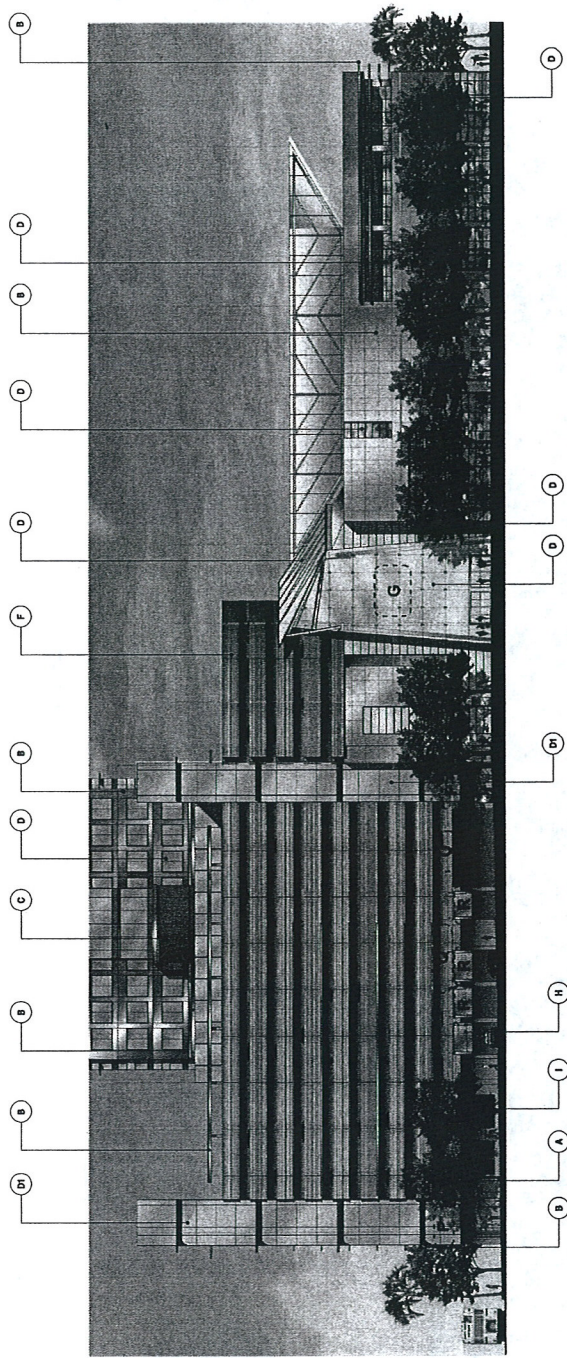


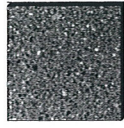
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EB - 1 SDIU



-  **(A)** EXPOSED CONCRETE
-  **(B)** SILVER SMITH PAINTED METAL PANELS
- (C)** 1/4" WARM GRAY GLASS SPANDREL
- (D)** 1" BLUE GRAY TINTED CLEAR GLASS
- (D)** 1" BLUE GRAY TINTED TRANSLUCENT GLASS
-  **(E)** BUILDING MOUNTED PROJECT IDENTITY
-  **(F)** PERFORATED CORRUGATED METAL PANELS
-  **(G)** BRUSHED STAINLESS STEEL COLUMN COVERS
-  **(H)** PERFORATED PAINTED METAL PANELS
-  **(I)** LARGE ROCK GABORION WALLS

SOUTH

XX
INDICATES PROPOSED SIGN LOCATION- SEE SHEET 12



OCTOBER 9, 2007 3.3

BUILDING ELEVATIONS SCALE: N.T.S.

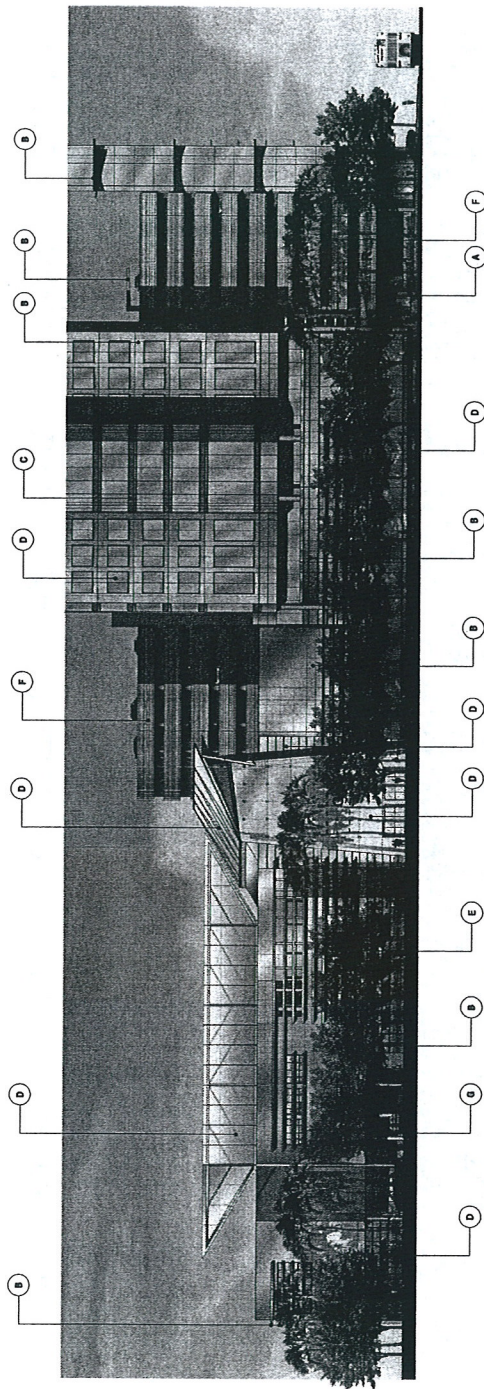
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- (C) 1/4" WARM GRAY GLASS SPANDREL
- (D) 1" BLUE GRAY TINTED CLEAR GLASS
- (E) BUILDING MOUNTED PROJECT IDENTITY
- (F) PERFORATED CORRUGATED METAL PANELS
- (G) BRUSHED STAINLESS STEEL COLUMN COVERS

NORTH

XX
INDICATES PROPOSED SIGN LOCATION-SEE SHEET 12



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BUILDING ELEVATIONS SCALE: N.T.S.

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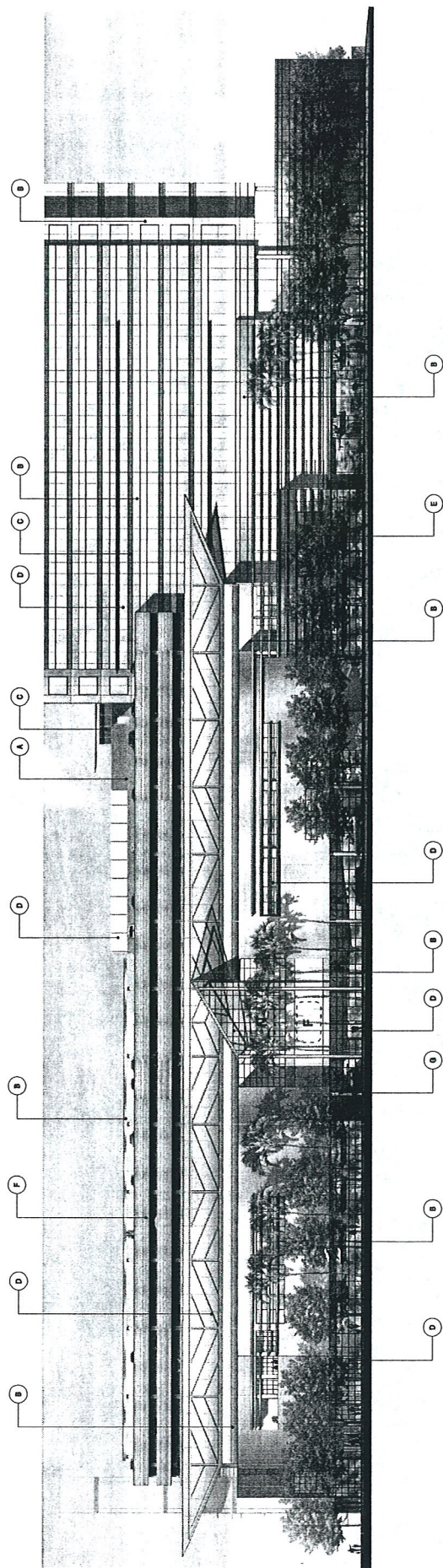
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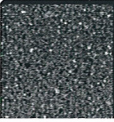
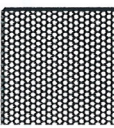
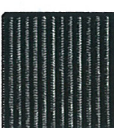
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EB - A SOUTH



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-  (B) "SILVER SMITH" PAINTED, MATTE FINISH METAL PANELS
-  (C) 1 1/4" WARM GRAY GLASS SPANDREL
-  (D) 1" BLUE GRAY TINTED CLEAR GLASS
-  (E) BUILDING MOUNTED PROJECT IDENTITY
-  (F) PERFORATED CORRUGATED METAL PANELS
-  (G) BRUSHED STAINLESS STEEL COLUMN COVERS

EAST

XX
INDICATES PROPOSED SIGN LOCATION- SEE SHEET 12



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BUILDING ELEVATIONS SCALE: N.T.S.

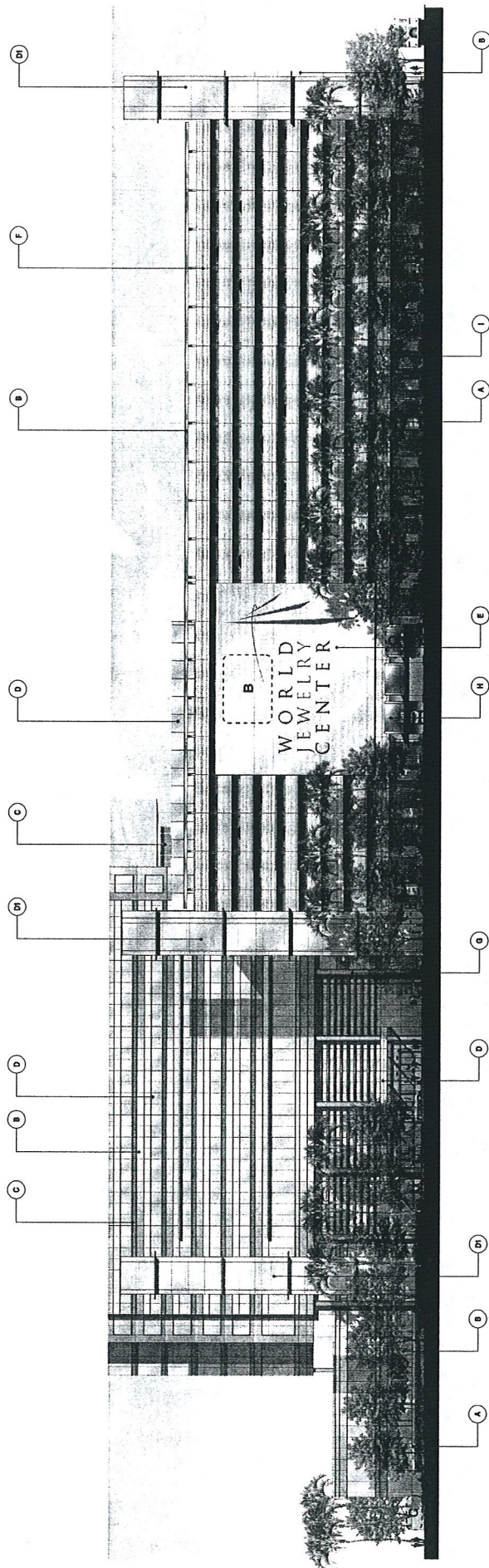
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WEST

INDICATES PROPOSED
SIGN LOCATION-SEE
SHEET 1.2

XX

1 LARGE ROCK GABION WALLS

H PERFORATED PAINTED METAL PANELS

**G BRUSHED STAINLESS
STEEL COLUMN COVER**

F PERFORATED CORRUGATED METAL PANELS

**BUILDING MOUNTED
PROJECT IDENTITY**

D1 1" BLUE GRAY TINTED
TRANSLUCENT GLASS

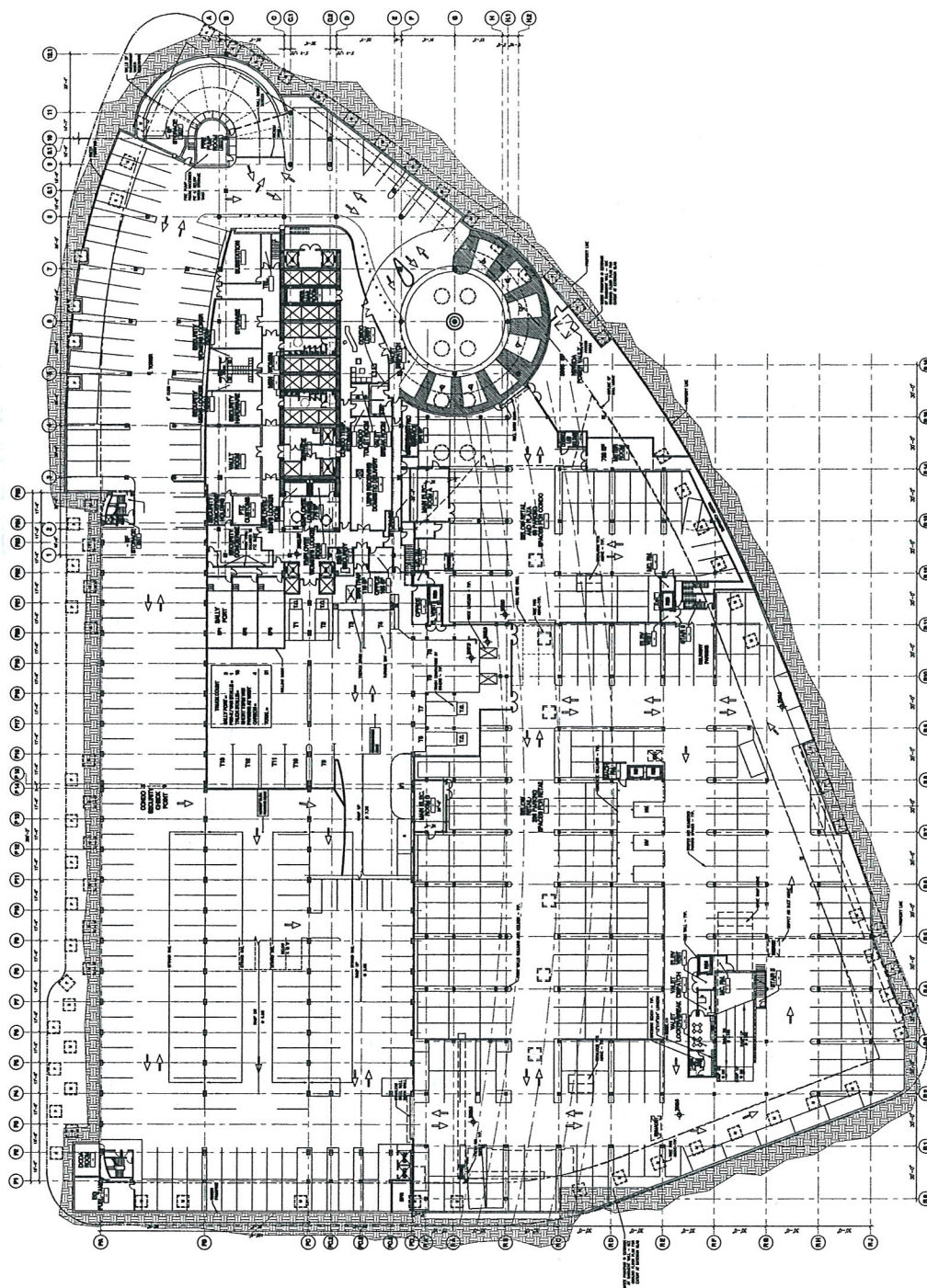
**1" BLUE GRAY TINTED
CLEAR GLASS**

**(C) 1 $\frac{1}{8}$ " WARM GRAY
GLASS SPANDREL**

B "SLIVER SMITH"
PAINTED, MATTE
FINISH METAL
PANELS

**EXPOSED
A
CONCRETE**

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BASEMENT LEVEL COMPOSITE PLAN
FLOOR PLANS

SCALE: 1" = 30'-0"

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GRAND CENTRAL PARKWAY

WEST CARSON AVENUE

LEGEND
● BUILDING ENTRANCES/EXITS



LOBBY LEVEL COMPOSITE PLAN
FLOOR PLANS

APA # 25034

OCTOBER 9, 2007 4.2



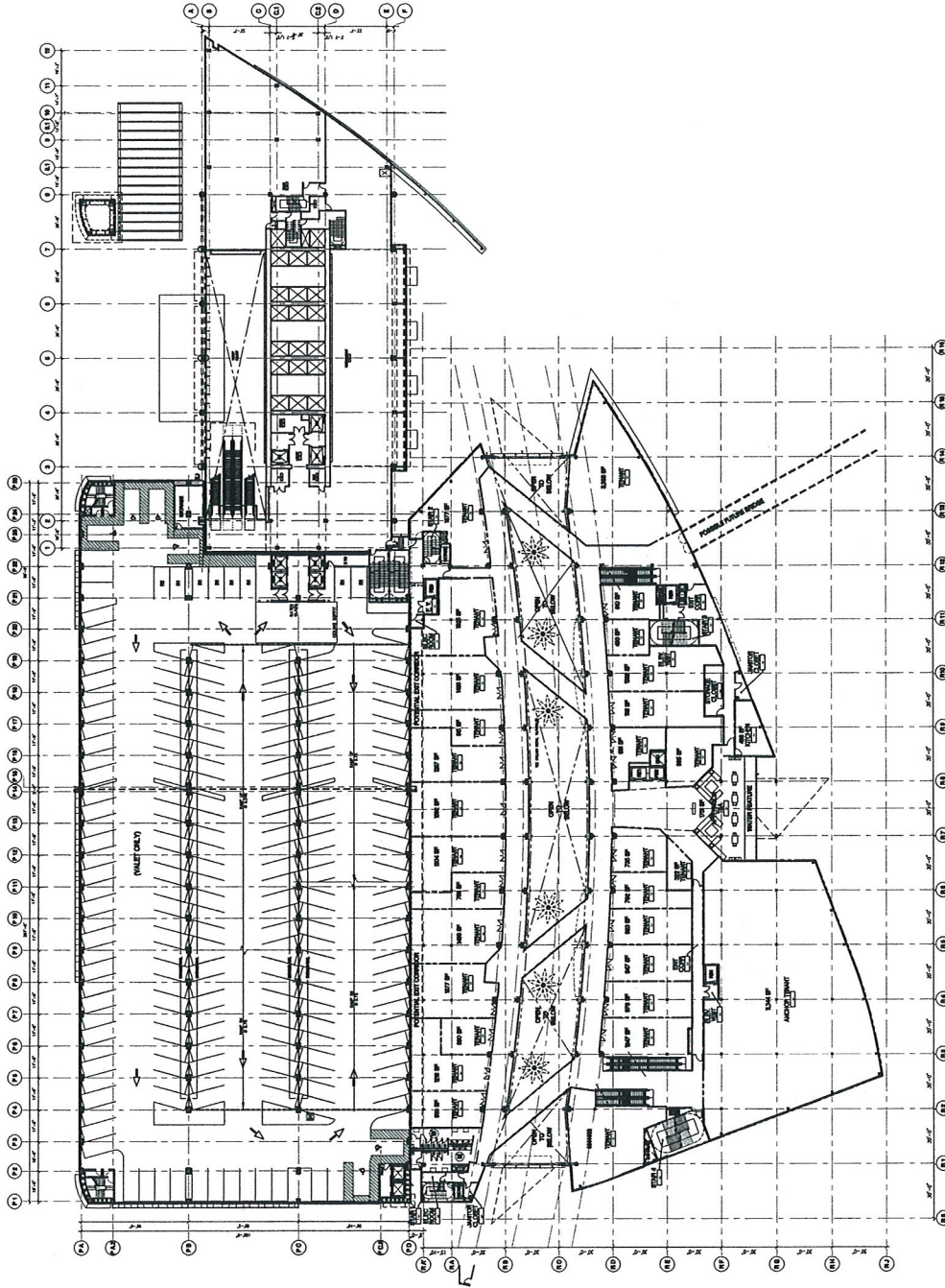
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SECOND LEVEL COMPOSITE PLAN

FLOOR PLANS SCALE: 1" = 30'-0"

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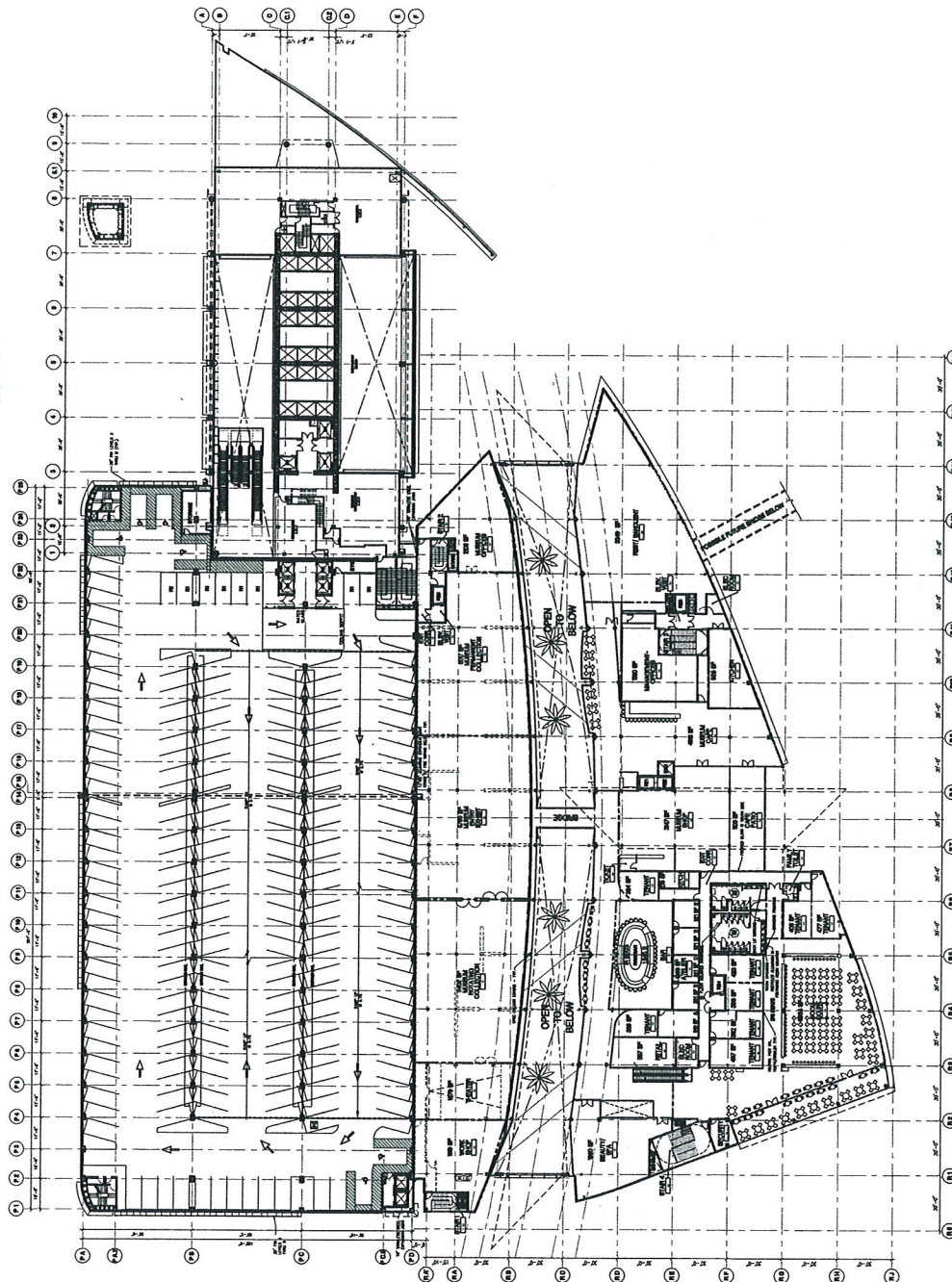
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THIRD LEVEL COMPOSITE PLAN

FLOOR PLANS

SCALE: 1" = 30'-0"

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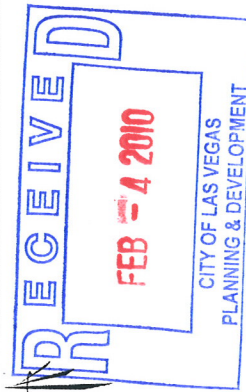


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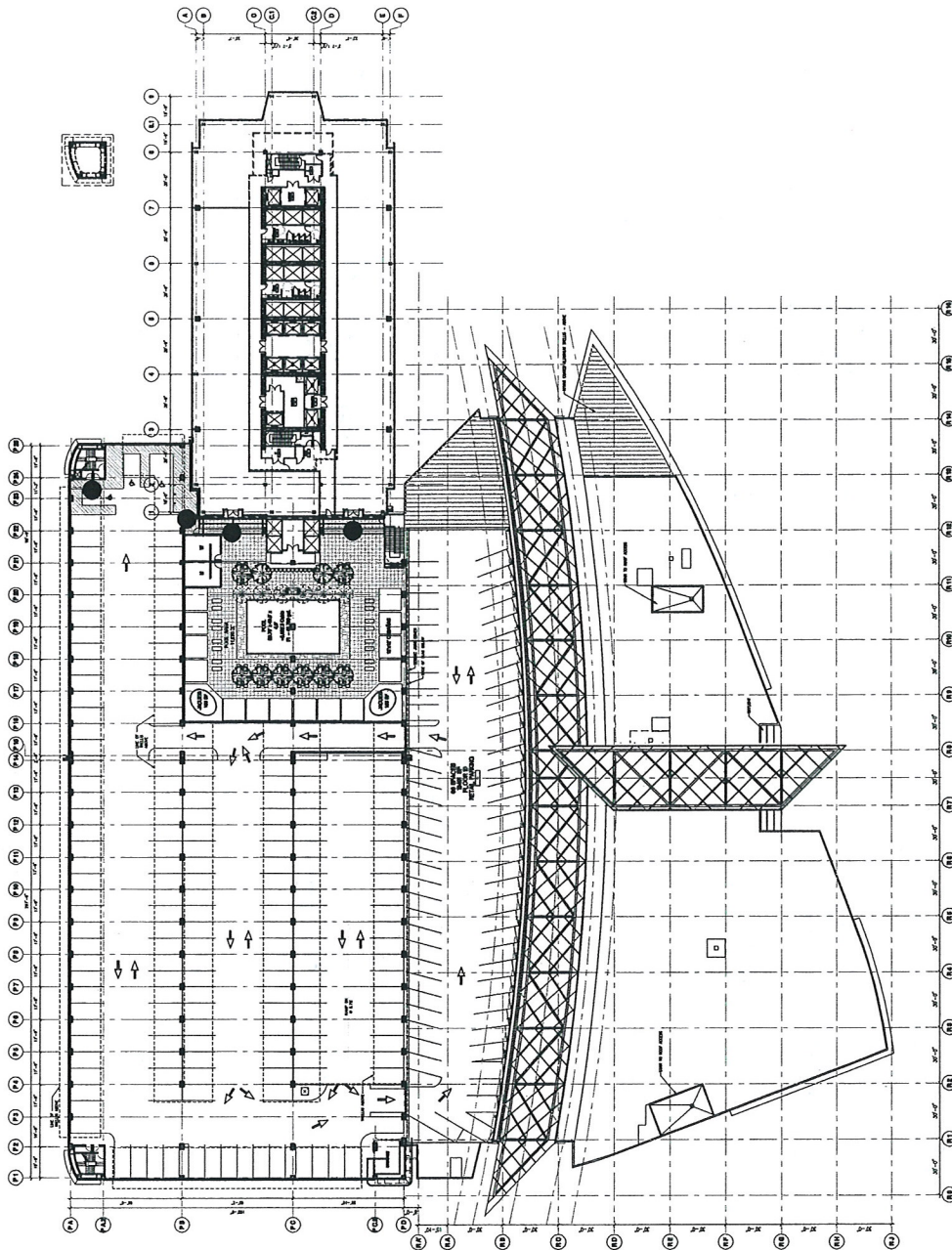


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LEGEND
● BUILDING ENTRANCES/ EXITS

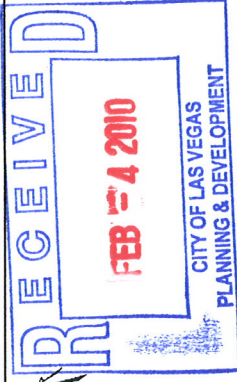


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SCALE: 1" = 30'-0"

POOL DECK LEVEL 10 COMPOSITE PLAN

FLOOR PLANS



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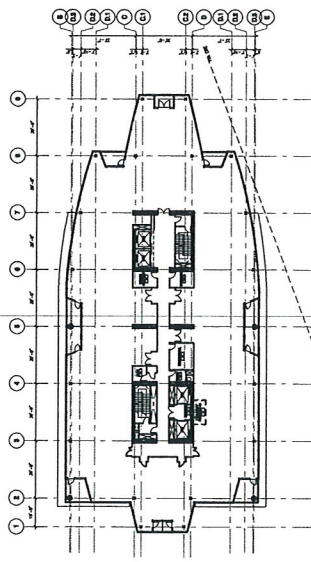
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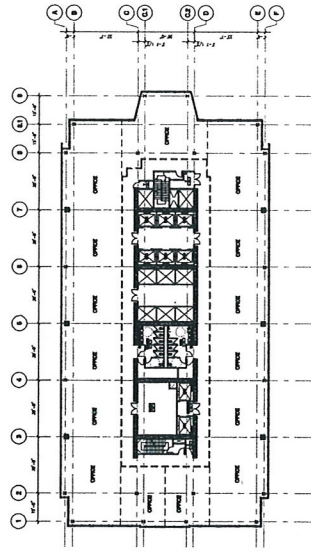
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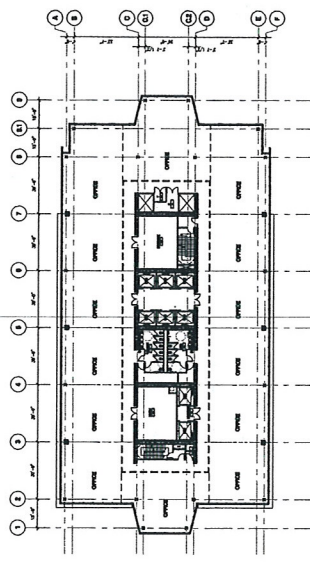


RESIDENTIAL PLAN

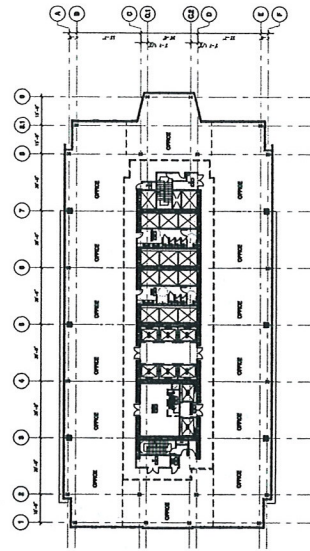
PLEASE SEE SHEET A7 FOR PROPOSED INTERIOR CONDO LAYOUTS



MID RISE OFFICE PLAN



HIGH RISE OFFICE PLAN



LOW RISE OFFICE PLAN

TYPICAL TOWER FLOOR PLANS

FLOOR PLANS

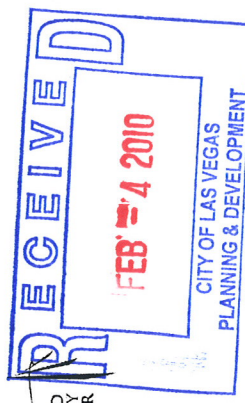
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PROPOSED RESIDENTIAL INTERIOR LAYOUT
FLOOR PLANS

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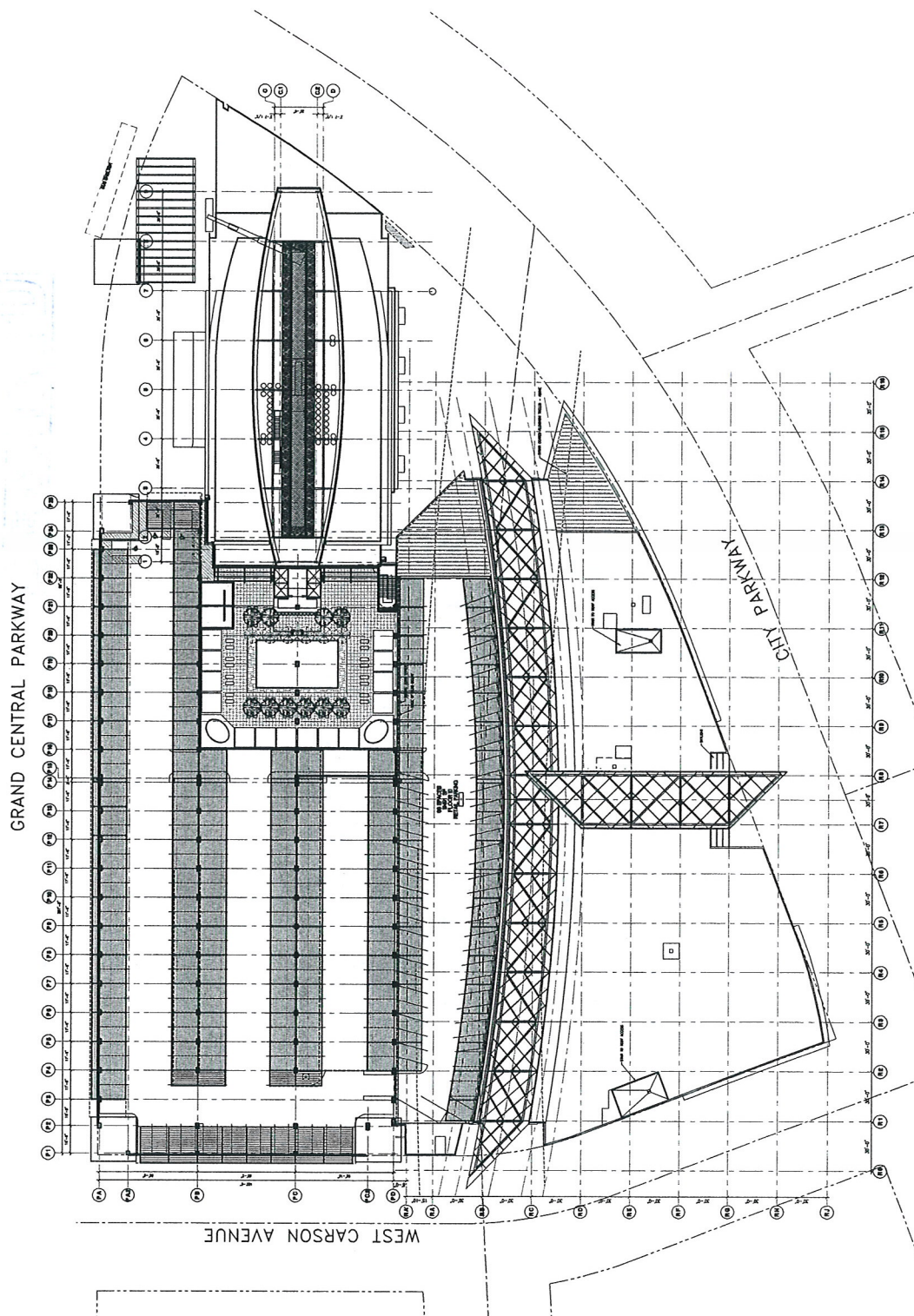
ROOF PLAN
FLOOR PLANS

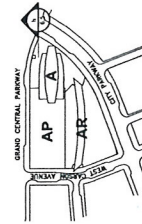
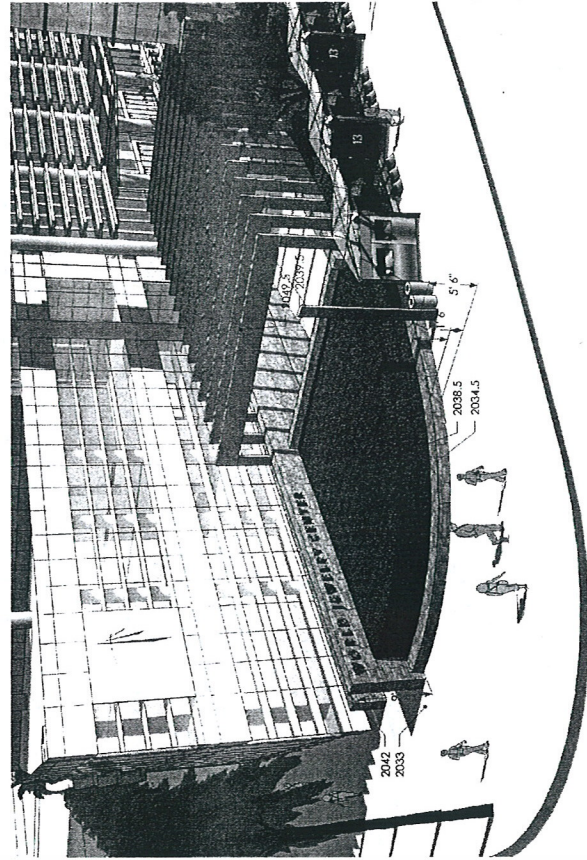
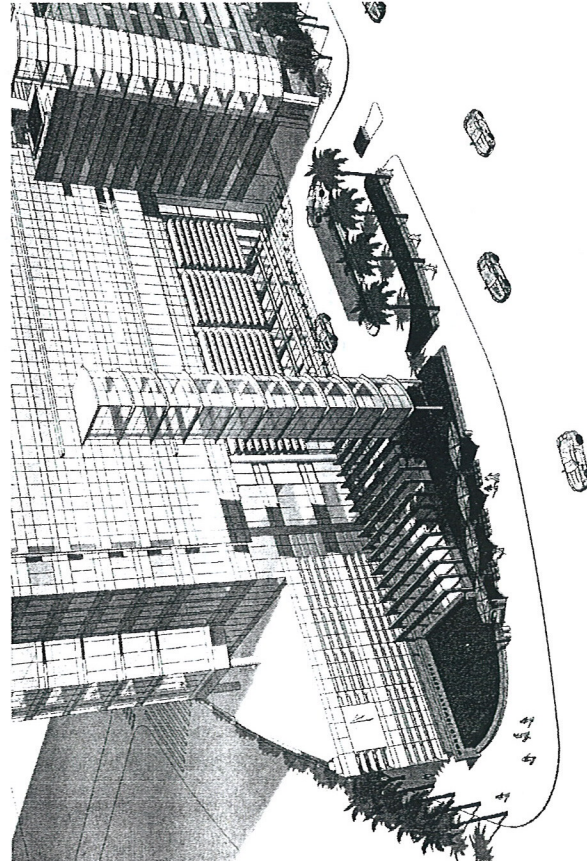
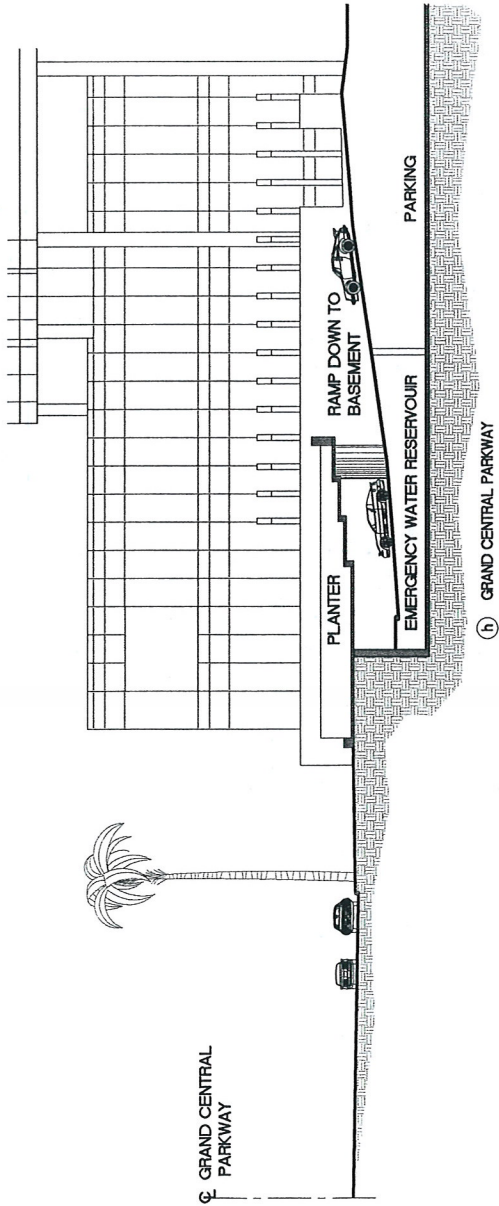
APA # 25034



PROSITY INTERNATIONAL CORPORATION
421 N. Beverly Drive, Suite 350
Beverly Hills, California 90210
310.888.1852 voice
310.888.8938 fax

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT





APA # 25034

CURB STUDY SECTION & RENDERINGS

SCALE: 1" = 10'-0"

October 11, 2007 6.5

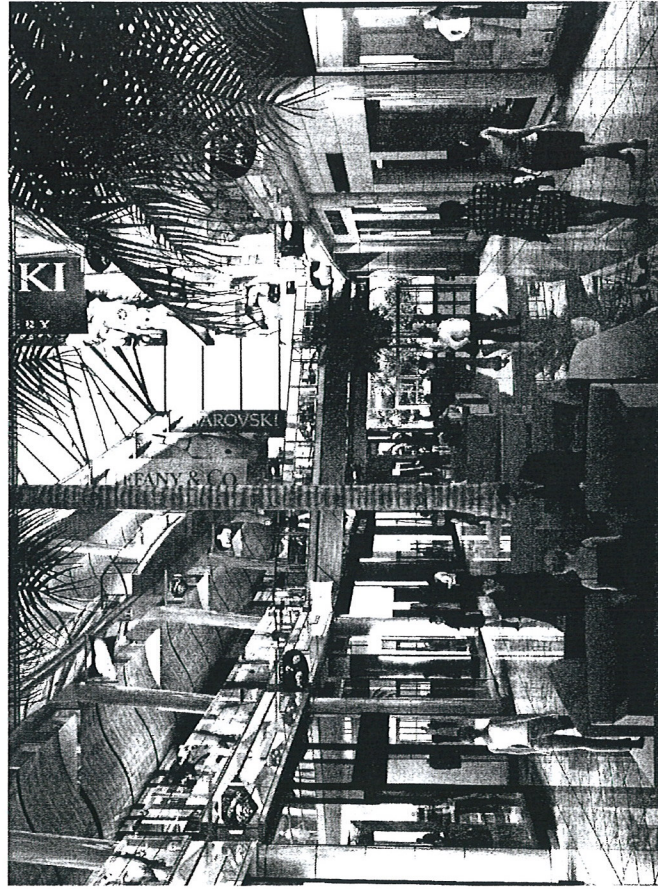
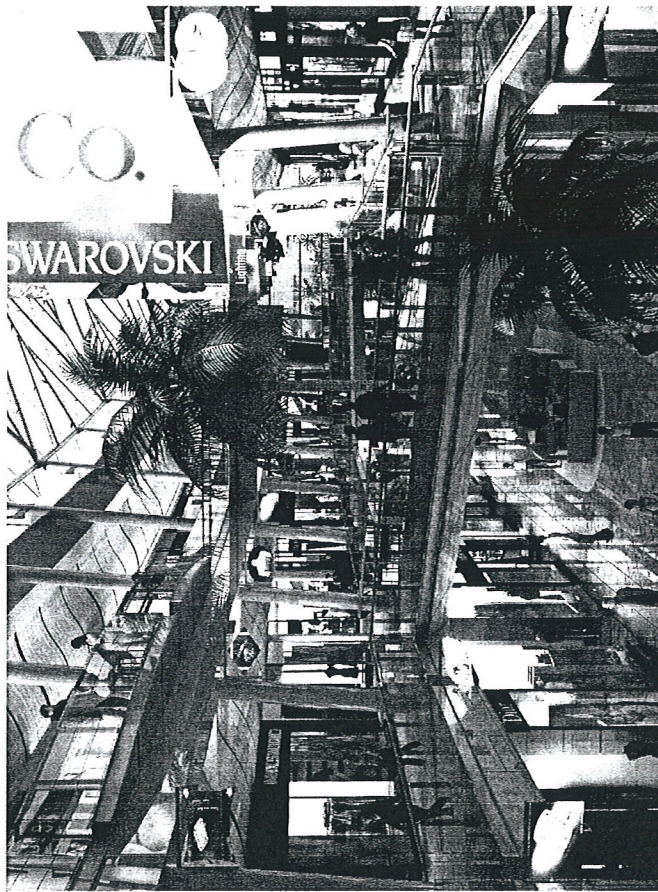


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421 N. Rainbow Drive, Suite 100
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310.888.1882 ext. 100
310.888.8538 fax



WORLD
JEWELRY
CENTER

444 South Power Street - 6th Floor
Las Vegas, NV 89101
Tel: 310.888.1882
Fax: 310.888.8538
E-mail: info@priorityintl.com
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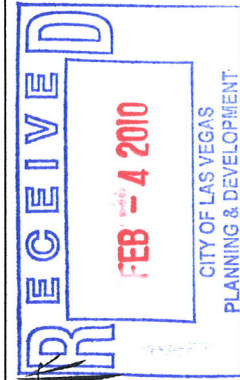
PRIORITY INTERNATIONAL CORPORATION
 17171 Via Arroyo, Suite 200
 San Jose, CA 95131
 310.888.1888 • 310.888.1888
 310.888.8888 fax



WORLD
 JEWELRY
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RETAIL PROMENADE RENDERINGS

October 11, 2007 7:10



ARCHITECT
 444 South Pioneer Street, 4th Floor
 Las Vegas, NV 89101
 Phone: 702.333.1888
 Fax: 702.333.1889
 Email: info@priorityintl.com
 Website: www.priorityintl.com

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BUSINESS DEVELOPMENT

2010 FEB -1 A 11: 04

January 27, 2010

Planning and Development Department
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101

Re: World Jewelry Center
Extension of SRD-25059 and SUP-25060



Gentlemen:

The attached application package is for the World Jewelry Center, to be built on Parcel E, a 5.84 acre parcel at the North end of Symphony Park.

At a regular meeting held on February 6, 2008, the City Council approved SDR-25059 and SUP-25060, subject to the conditions listed in the approval letters, enclosed herewith.

The Project was found to be consistent with The City and Mayor Goodman's vision for the future of Union Park, as an Urban District in the Heart of Las Vegas, providing varied services to the Community and added revenue to The City.

World Jewelry Center will become a hub for the worldwide jewelry business anchored by domestic and international jewelry market leaders and a Mecca for jewelry buyers.

World Jewelry Center consists of three buildings – Office/Residential Condo Tower, Retail Center and a Parking Structure.

Office/Residential Tower

The Tower consists of a basement and 54 floors above ground. Because of the open atrium Entry Lobby and the relation ship to the Parking Structure, the Tower floor numbering jumps from 3 to 7 (with floors 4, 5 and 6 missing) and floors 53 and 54 as Mechanical Floors. So the actual number of habitable floors is 49. Out of these, ten are Residential.

Commercial Floors:

Basement: Includes a designated Foreign Trade Zone area, Mail Room and various other services.

Floors 1 through 3: Include the Main Entry Lobby to the Tower, a Bank, Restaurants and the Building Management offices.

EOT-37341
03/1710 CC

Floors 7 through 42: Include Commercial Office Condos, Grading Labs, Private Club and a Conference Floor.
For a break down of the different uses by sq ft, please refer to the attached Shared Parking Study.

Residential Floors:

Floors 43 through 52: Include the Residential Common spaces and 98 Residential Condos. For break down of unit types, please refer to the attached Shared Parking Study.

The Gross Area of the Tower's habitable areas (office condos, residential condos, bank, conference center, private club...etc) is 1,350,000 Sq Ft.

Retail Center

The Retail Center consists of a basement and the floors above ground. It includes Retail Stores, a Museum with its Café and Store, a Food Court, Restaurants and a Health club/Spa.
For a break down of the different uses by sq ft, please refer to the attached Shared Parking Study.

The Gross Area of the Retail Center (stores, museum, restaurants, food court...etc) is 225,000 Sq Ft.

Parking Structure

The Parking Structure consists of one below and ten above grade levels.
The parking structure, the retail basement and the Tower basement will provide enough parking for the Project with a surplus.
The World Jewelry Center will self-park without the need for additional outside parking.
Please refer to the attached Shared Parking Study.

Due to current economic conditions, we sought an extension of time to acquire the property and commence development. This extension was granted by entering into an Amended and Restated Disposition and Development Agreement, effective as of August 19, 2009. At this time, we are seeking the extension of the existing entitlements (SDR-25059 and SUP-25060) as well. Thank you for your consideration

Sincerely,

HERITAGE-NEVADA VIII, LLC

By: 
Daniel E. Parks
Chief Financial Officer





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

February 8, 2008

Dr. Doug Selby
City Parkway V, Inc.
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

RE: SUP-25060 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 6, 2008
RELATED TO SDR-25059

Dear Dr. Selby:

The City Council at a regular meeting held February 6, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED 800-FOOT HIGH MIXED-USE DEVELOPMENT IN THE AIRPORT OVERLAY DISTRICT at the southwest corner of Grand Central Parkway and City Parkway (APN 139-34-110-004), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 7, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under Title 19.06.080 for a project in the Airport Overlay District.
2. Conformance to the conditions for Site Development Plan Review (SDR-25059) 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. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

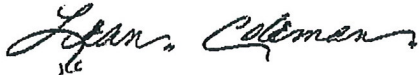
EOT-37341
03/1710 CC



Dr. Doug Selby
SUP-25060 – Page Two
February 8, 2008

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,



Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Carla Romero
Heritage – Nevada VIII, LLC
421 North Beverly Drive, Suite #350
Beverly Hills, California 90210

Mr. Ben Doyle
Aviation Management Associates
1101 King Street, Suite #325
Alexandria, Virginia 22314



AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT**DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

VAC-36979 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C. - Petition to Vacate a 20-foot public sewer easement generally located at the northwest corner of El Capitan Way and Durango Drive, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

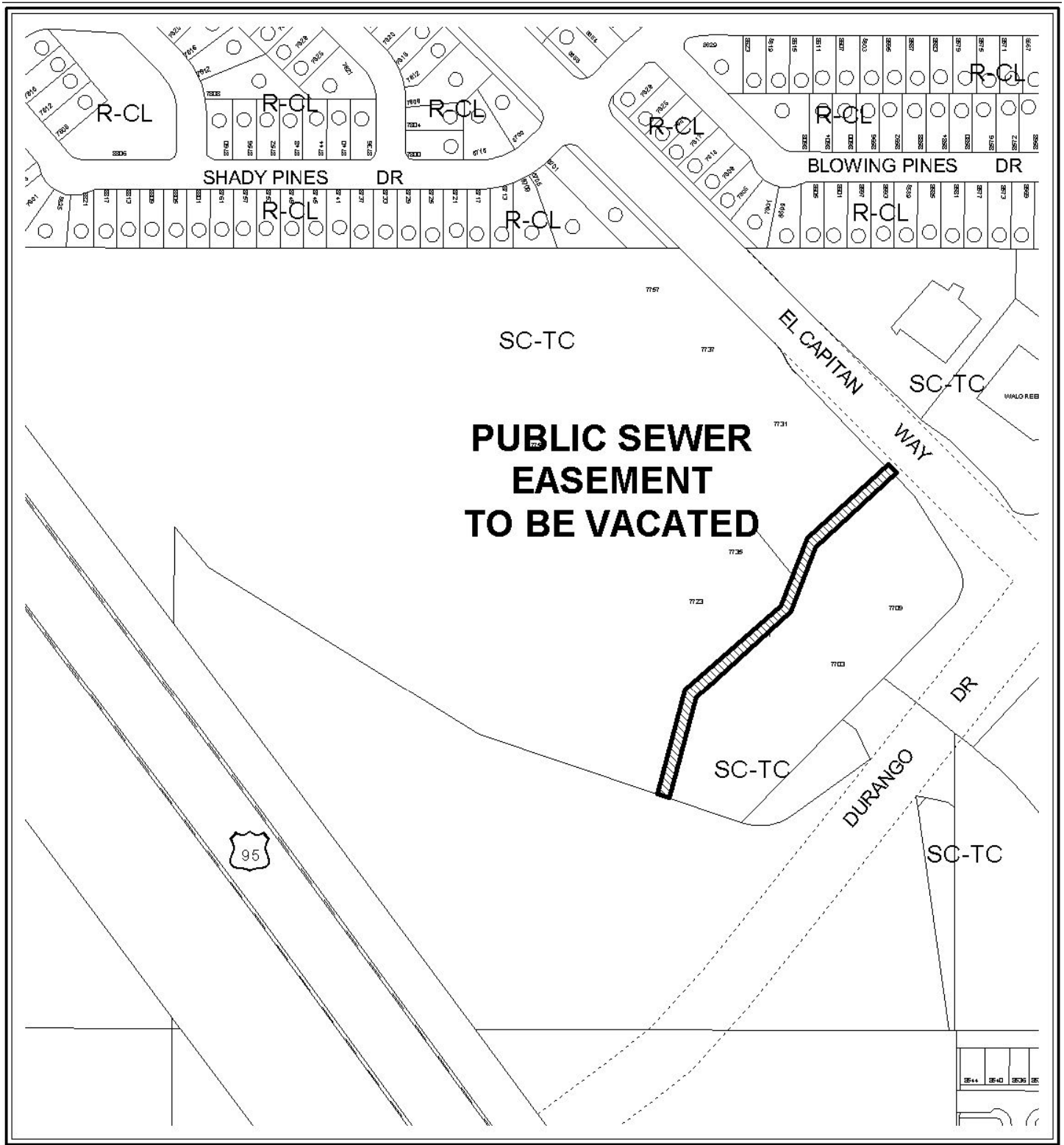
City Council Meeting

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: VAC-36979

0 200 400 Feet





CASE: VAC-36979

0 200 400 Feet



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MARCH 17, 2010****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: VAC-36979 – APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.**

**** CONDITIONS ****

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions:

1. The limits of this Petition of Vacation shall be the twenty-foot wide Public sewer Easement generally located at the northwest corner of El Capitan Way and Durango Drive as granted per document #20080814:00794 and as shown on “The Final Map of Caroline's Court” on file in Book 141, Page 98 of Plats on file in the Clark County, Nevada, Recorder's Office.
2. All development shall be in conformance with code requirements and design standards of all City Departments.
3. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.
4. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

VAC-36979 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject property is currently under construction, and is generally located at the northwest corner of El Capitan Way and Durango Drive. This request proposes to vacate a 20-foot wide public sewer easement on the property. The Vacation is necessary to facilitate construction of a commercial development. The easement will be relocated along with the associated sewer line, making this easement unnecessary. As the proposed Vacation will remain consistent with Condition of Approval Number 31 of a previously approved Site Development Plan Review (SDR-20496), which required public sewer easements for all public sewers not located within existing public street right-of-way, staff is recommending approval.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales</i>	
05/12/64	The Board of City Commissioners approved an Annexation (A-0003-64) of approximately 5,000 acres generally located north of Lone Mountain Road and west of Decatur Boulevard. Staff recommended approval.
12/07/98	City Council approved a request for a Rezoning (Z-0076-98) to T-C (Town Center) on 1,468 acres located within the Northwest General Plan Amendment to the City of Las Vegas General Plan, including the subject site. Planning Commission and staff recommended approval.
05/27/05	A deed was recorded for a change in ownership.
04/26/07	Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Special Use Permit (SUP-20500) for a Restaurant with Drive-Through use on the subject site. Staff had recommended approval.
07/11/07	City Council approved a request for Special Use Permits for Building and Landscape Material/Lumber Yard (SUP-20497), Outdoor Storage, Accessory (SUP-20498), and Restaurant with Drive-Through (SUP-20499) on the subject site. Planning Commission and staff recommended approval.
07/11/07	City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements and fast food restaurant uses on the subject site. Planning Commission and staff recommended approval.
11/30/07	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for reduction of floor area of the Fast Food 'A' building from 2,650 square feet to 2,407 square feet.

VAC-36979 - Staff Report Page Two
March 17, 2010 - City Council Meeting

07/22/08	Code Enforcement responded to a complaint regarding graffiti on the subject site. Code Enforcement resolved the case 07/25/08.
07/31/08	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for revisions in the elevations for the Major 'A' building and Buildings A through G. There were no major changes in height or materials.
09/17/08	City Council approved a request for a Major Modification (MOD-28538) of the Town Center Land Use Plan to amend the land use designation from SC-TC (Service Commercial - Town Center) to GC-TC (General Commercial - Town Center) on 7.97 acres at the southwest corner of Durango Drive and Farm Road. Planning Commission recommended approval; staff recommended denial.
04/23/09	Planning Commission approved a Waiver (WVR-33758) of the Town Center Development Standards to allow no amenity zone along Durango Drive where a 2.5-foot amenity zone was required. Staff recommended denial.
06/19/09	A Final Map (FMP-27577) for a one-lot commercial subdivision (Caroline's Court) was recorded.
06/25/09	Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a proposed commercial development on the subject site, with waivers of the Town Center Sign Standards to allow 2,609 square feet of freestanding signage where 1,506 square feet is allowed, a 100-foot pylon sign where 24 feet is allowed, three monument signs along the El Capitan Way street frontage where two are allowed, and to allow wall signs to face an existing residential development that is located outside of the city limits of the Centennial Hills Town Center where such is not permitted. Staff recommended denial.
07/15/09	City Council approved Extensions of Time for previously approved requests for Special Use Permits for Building and Landscape Material/Lumber Yard (EOT-34757), Outdoor Storage, Accessory (EOT-34759), and Restaurant with Drive-Through (EOT-34761) uses on the subject site. The approvals will expire 07/11/10 unless another Extension of Time is approved by the City Council. Staff recommended approval.
07/15/09	City Council approved an Extension of Time (EOT-34762) for a previously approved Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center with waivers to deviate from Town Center Standards to allow a six foot wide landscape buffer on the south property line where eight feet is required; to allow zero feet of perimeter landscape buffer adjacent to the multi-use transportation trail along the north and west property lines where 15 feet is required; to allow zero feet of perimeter landscape buffer adjacent to a drive-through aisle where 10 additional feet are required; and to allow a drive-through aisle on three sides of a fast food building where only two sides are allowed on the subject site. Staff recommended approval.

VAC-36979 - Staff Report Page Three
March 17, 2010 - City Council Meeting

09/10/09	Code Enforcement responded to a complaint (#81718) regarding construction noise on the site beginning at 4:30 a.m. and parking lot lighting potentially shining into residences. Code Enforcement resolved the case on 10/01/09.
09/21/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,734 square feet to 269,212 square feet and to revise the landscape plan to incorporate a drainage channel.
10/07/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,212 square feet to 264,189 square feet and to remove the drainage channel along the east perimeter of the site.
12/02/09	City Council approved a Special Use Permit (SUP-36111) for a proposed 2,155 square-foot Restaurant with Drive-Through on the subject site. Planning Commission recommended approval. Staff recommended denial.
12/02/09	City Council approved a Major Amendment (SDR-36112) to a previously approved Site Development Plan Review (SDR-20496) for a proposed 2,155 square-foot Restaurant with Drive-Through on the subject site. Planning Commission and staff recommended denial.
12/02/09	City Council approved a Variance (VAR-36338) to allow zero loading zones where one is required on a portion of 25.03 acres at the northwest corner of El Capitan Way and Durango Drive. Planning Commission recommended approval. Staff recommended denial.
12/02/09	The City Council approved a Review of Condition (ROC-36456) to review Condition Number 21 of a Site Development Plan Review (SDR-20496) to amend restrictions on hours of operation on the site. Staff recommended denial.
02/11/10	The Planning Commission (6-0 vote) and staff recommend APPROVAL (PC Agenda Item #8/gk)
<i>Related Building Permits/Business Licenses</i>	
12/27/07	An application for a building permit (#26225) for a certificate of occupancy for a retail building at 7751 North El Capitan Way was submitted. The permit has not yet been issued.
04/25/08	An application for a building permit (#27890) for a certificate of occupancy for a restaurant at 7741 North El Capitan Way was submitted. The permit has not yet been issued.
09/16/08	A building permit (#25179) was issued for the overall shopping center site buildings and clock tower at 7737 North El Capitan Way. A final inspection has not been completed.
10/02/08	Civil improvement Mylar plans (#28917) were approved for Fast Food 'A' pad at 7737 North El Capitan Way.
10/23/08	Building permits (#100093, 100094, 100096, 100097, 100098, 100100, 100103 and 100104) were issued for shells of Buildings A, B, C, D, E, F, G, and Major 'A' at 7703 North El Capitan Way. No final inspections have been completed to date.

VAC-36979 - Staff Report Page Four
March 17, 2010 - City Council Meeting

10/23/08	A building permit (#100105) was issued for a 39-foot tall clock tower at 7741 North El Capitan Way. A final inspection has not been completed.
10/23/08	A building permit (#124282) was issued for grading of the overall shopping center site at 7741 North El Capitan Way. A final inspection has not been completed.
09/02/09	A building permit (#138111) was issued for a water tank at 7779 North El Capitan Way. A final inspection has not been completed.
09/16/09	A Wall/Fence permit (#146507) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
09/18/09	A Wall/Fence permit (#147013) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
11/03/09	A building permit (#150594) was issued for a pylon sign and monument sign at 7757 El Capitan Way. A final inspection has not been completed.
12/01/09	A building permit (#152215) was issued for a wall sign at 7751 North El Capitan Way. A final inspection has not been completed.
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required, nor was one held.	
<i>Field Check</i>	
01/07/10	Staff conducted a field check and noted the site to be under construction.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	25.03

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	Single Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
East	General Retail	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
	Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
West	ROW (U.S. 95)	ROW (Right-of-Way)	ROW (Right-of-Way)

GK

VAC-36979 - Staff Report Page Five
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
T-C Town Center District	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
T-C Town Center District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The above property is legally described as situated in the City of Las Vegas, Clark County, Nevada lying on a portion of the SW ¼ of the NE ¼ along the west line of the Northeast Quarter of Section 17, Township 19 South, Range 60 East, M.D.M., as shown on the Official Plat of Caroline's Court, in the Office of the Clark County Recorder in Book 141 of Plats on Page 98.

ANALYSIS

A) Planning discussion

This is a petition to Vacate a 20-foot wide public sewer easement generally located at the northwest corner of El Capitan Way and Durango Drive. The applicant previously dedicated a public sewer easement with the approval of a Civil Drawing Plan Review (#27341). This approval fulfilled Condition of Approval Number 31 of a previously approved Site Development Plan Review (SDR-20496), which required public sewer easements for all public sewers not located within existing public street right-of-way. The applicant is proposing to relocate the previously approved easement to another location on the site. As the proposed Vacation is consistent with the Conditions of Approval of Site Development Plan Review (SDR-20496), and the current easement is no longer needed in this location, staff recommends approval of the request.

B) Public Works discussion

This Vacation application proposes to vacate an existing public sewer easement. As no right-of-way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to send this VAC request to the utility companies and franchise holders, nor wait for their responses. Since only City easements are involved, any utility company interests will not be affected.

VAC-36979 - Staff Report Page Six
March 17, 2010 - City Council Meeting

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 30 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Vacation of 20' Public Sewer Easement
 Project Address (Location) El Capitan Way & Durango Drive
 Project Name Caroline's Court Proposed Use _____
 Assessor's Parcel #(s) 125-17-612-001 Ward # 6
 General Plan: existing _____ proposed _____ Zoning: existing T-C proposed _____
 Commercial Square Footage 238,693 Floor Area Ratio _____
 Gross Acres 23.62 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER CAROLINE'S COURT, LLC Contact JACOB KHAKSHOURI
 Address 10877 Wilshire Blvd, Suite 1407 Phone: (310) 208-7770 Fax: (310) 208-7885
 City Los Angeles State CA Zip 90024
 E-mail Address jacob@dkoby.com

APPLICANT CAROLINE'S COURT, LLC Contact JACOB KHAKSHOURI
 Address 10877 Wilshire Blvd, Suite 1407 Phone: (310) 208-7770 Fax: (310) 208-7885
 City Los Angeles State CA Zip 90024
 E-mail Address jacob@dkoby.com

REPRESENTATIVE JPL ENGINEERING, INC. Contact JAMES LOPEZ
 Address 5096 W. Post Road Phone: (702) 898-6269 Fax: (702) 650-6260
 City Las Vegas State NV Zip 89118
 E-mail Address james@jplengineeringinc.com

FOR DEPARTMENT USE ONLY

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

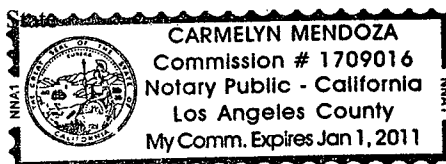
Print Name JACOB KHAKSHOURI

Subscribed and sworn before me

This 15th day of January, 20 10

Carmelyn Mendoza

Notary Public in and for said County and State



Case # <u>VAC-36979</u>
Meeting Date: <u>2/11/10</u>
Total Fee: <u>\$1,000</u>
Date Received* <u>1/20/10</u>
Received By: <u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

STATEMENT OF FINANCIAL INTEREST

Name of Representative: JACOB KHAKSHOURI

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: _____

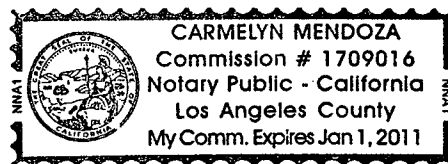
Signature of Property Owner: Off Ehasz

Print Name: JACOB KHAKSHOURI
Manager, Caroline's Court, LLC

Subscribed and sworn before me

This 15th day of January, 2010

Carmelyn Mendoza
Notary Public in and for said County and State

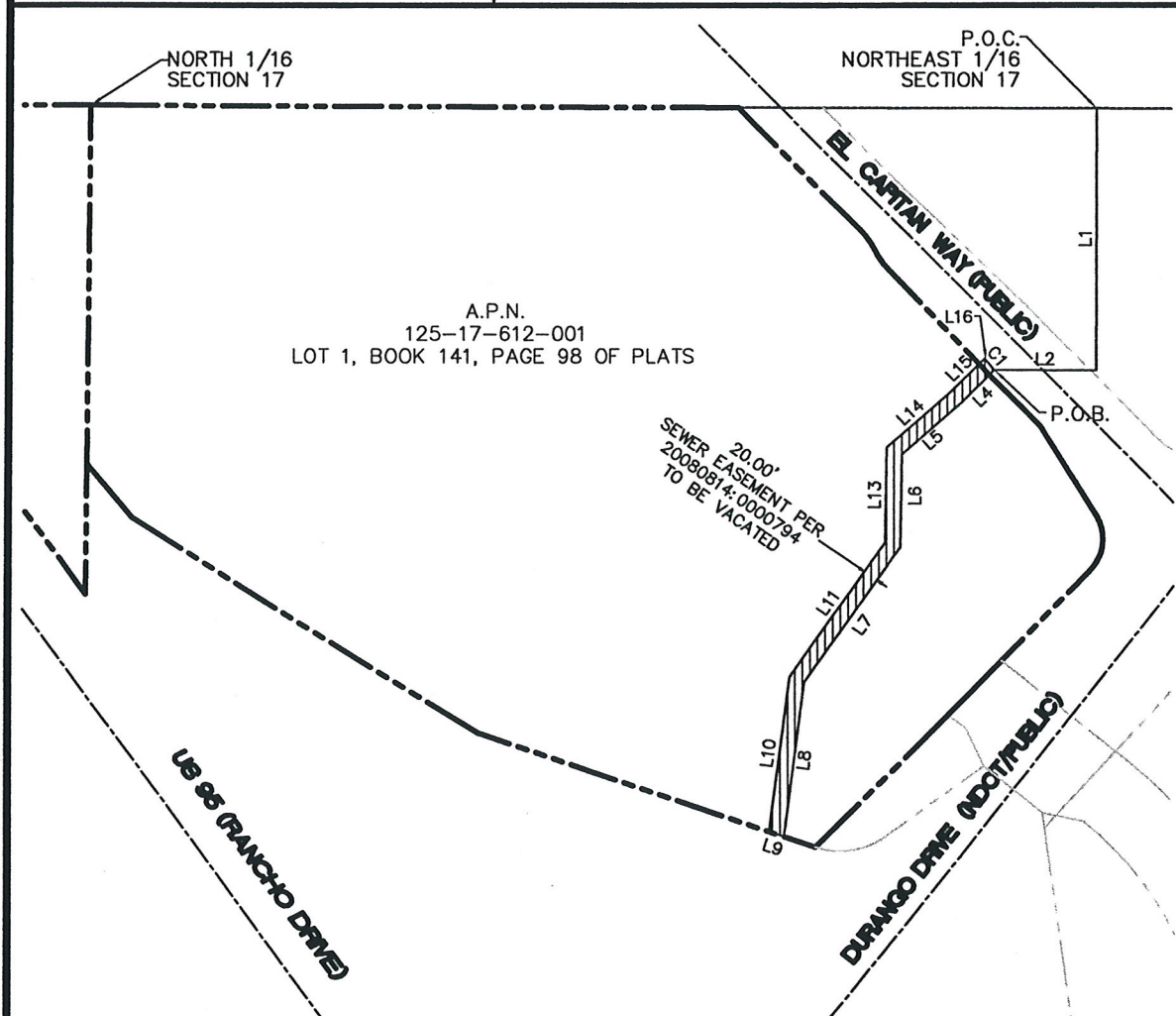


COPY

JPL ENGINEERING INC.

5096 W. POST ROAD
LAS VEGAS, NV 89118
Phone (702) 898-6269 * Fax (702) 650-6260

**APN: 125-17-612-001
CAROLINES COURT
20' SEWER EASEMENT VACATION
EXHIBIT A**

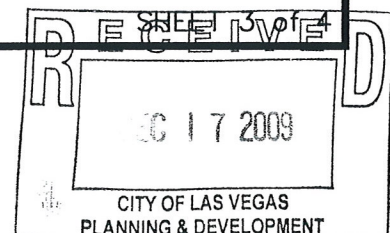


LEGEND

N.A.P. NOT A PART
A.P.N. ASSESSOR'S PARCEL NO.
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R.O.W. RIGHT-OF-WAY

----- CENTERLINE
----- PROPERTY LINE
▨ AREA TO BE DEDICATED
(14,456 sq.ft.)

**VAC-36979
02/11/10 PC**



COPY

JPL ENGINEERING INC.
5096 W. POST ROAD
LAS VEGAS, NV 89118
Phone (702) 898-6269 * Fax (702) 650-6260

APN: 125-17-612-001
CAROLINES COURT
20' SEWER EASEMENT VACATION
EXHIBIT A

LINE TABLE

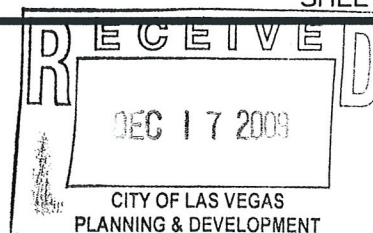
<i>LINE</i>	<i>LENGTH</i>	<i>BEARING</i>
L1	347.75	S00°10'21"W
L2	136.55	N89°49'33"W
L4	64.35	S45°27'18"W
L5	101.64	S48°54'12"W
L6	123.79	S00°55'00"W
L7	220.19	S34°55'09"W
L8	206.94	S07°31'57"W
L9	20.39	N71°16'58"W
L10	207.85	N07°31'57"E
L11	218.94	N34°55'09"E
L13	126.57	N00°55'00"E
L14	109.94	N48°54'12"E
L15	64.97	N45°27'18"E
L16	6.85	S43°33'59"E

CURVE TABLE

<i>CURVE</i>	<i>LENGTH</i>	<i>RADIUS</i>	<i>TANGENT</i>	<i>DELTA ANGLE</i>
C1	13.21	100.00	6.61	7°34'02"

SHEET 4 of 4

VAC-36979
02/11/10 PC





**VAC-36979 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36979 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36979 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
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01/07/10



**VAC-36979 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36979 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10

COPY

CAROLINE'S COURT, LLC
10877 Wilshire Blvd, Suite 1407
Los Angeles, CA 90024
Tel 310.208.7770
Fax 310.208.7885

January 15, 2010

Planning & Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

Re : Vacation/Abandonment of Public Sewer Easement
APN 125-17-612-001
Northwest corner of El Capitan Way & Durango Drive
City of Las Vegas

Dear Staff:

Caroline's Court, LLC submits this Vacation/Abandonment application for a property, with APN 125-17-612-001, located generally in the northwest corner of El Capitan Way & Durango Drive on approximately 23.62 acres in the City of Las Vegas, Nevada.

During the planning and civil engineering process, it was necessary to relocate the sewer line(s) and necessary easement. The original sewer line was located and dedicated per approved plans (CLV DWG 107Y4969, Plan 27341). Revised plans have been submitted to reflect the new position of the sewer line and dedication of the proposed easement and should be approved shortly.

Should you have any questions regarding this request, please feel free to contact me at (310) 208-7770.

Very truly yours,



Jacob Khakshouri
Manager

VAC-36979
02/11/10 PC
REVISED

RECEIVED
JAN 20 2010

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VAC-36980 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C. - Petition to Vacate 10-foot wide and 30-foot wide public drainage easements generally located at the northwest corner of El Capitan Way and Durango Drive, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

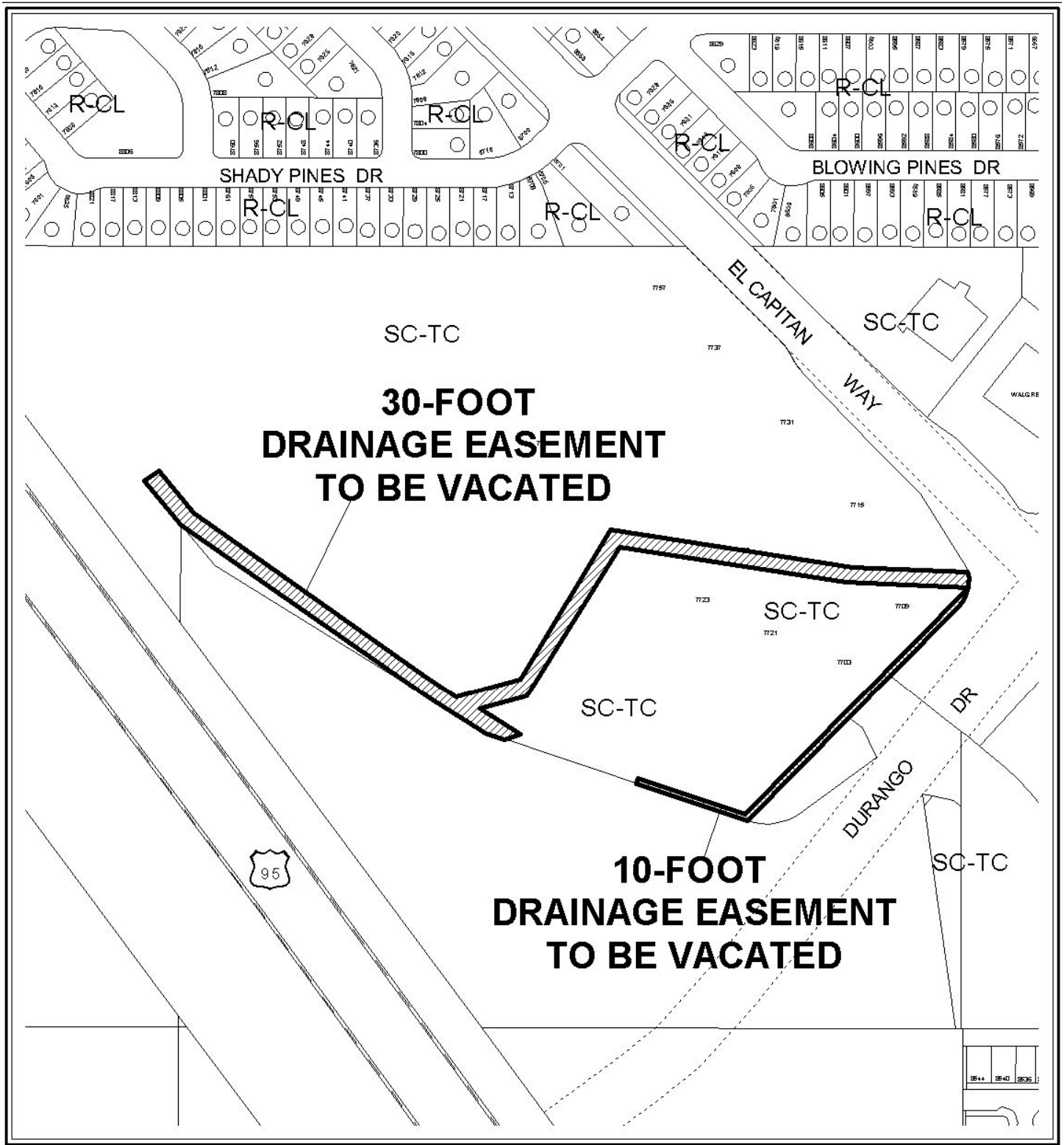
0

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: VAC-36980

0 200 400 Feet





CASE: VAC-36980

0 200 400 Feet



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MARCH 17, 2010****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: VAC-36980 – APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.**

**** CONDITIONS ****

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions:

1. The limits of this Petition of Vacation shall be the Public drainage Easements generally located at the northwest corner of El Capitan Way and Durango Drive as granted per document #20080515:00580 and as shown on "The Final Map of Caroline's Court" on file in Book 141, Page 98 of Plats on file in the Clark County, Nevada, Recorder's Office.
2. All development shall be in conformance with code requirements and design standards of all City Departments.
3. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five-foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.
4. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

VAC-36980 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject property is currently under construction, and is generally located at the northwest corner of El Capitan Way and Durango Drive. This request proposes to vacate 10-foot wide and 30-foot wide public drainage easements, on the property. The Vacations are necessary to facilitate construction of a commercial development. The easements will be relocated elsewhere on the property, making the current easements unnecessary. As the proposed Vacation will remain consistent with Condition of Approval Number 36 of a previously approved Site Development Plan Review (SDR-20496), which required the applicant to provide and improve all drainage easements recommended in the approved drainage study, staff is recommending approval.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales</i>	
05/12/64	The Board of City Commissioners approved an Annexation (A-0003-64) of approximately 5,000 acres generally located north of Lone Mountain Road and west of Decatur Boulevard. Staff recommended approval.
12/07/98	City Council approved a request for a Rezoning (Z-0076-98) to T-C (Town Center) on 1,468 acres located within the Northwest General Plan Amendment to the City of Las Vegas General Plan, including the subject site. Planning Commission and staff recommended approval.
05/27/05	A deed was recorded for a change in ownership.
04/26/07	Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Special Use Permit (SUP-20500) for a Restaurant with Drive-Through use on the subject site. Staff had recommended approval.
07/11/07	City Council approved a request for Special Use Permits for Building and Landscape Material/Lumber Yard (SUP-20497), Outdoor Storage, Accessory (SUP-20498), and Restaurant with Drive-Through (SUP-20499) on the subject site. Planning Commission and staff recommended approval.
07/11/07	City Council approved a request for a Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center and waivers of the Town Center Development Standards for landscape buffer requirements and fast food restaurant uses on the subject site. Planning Commission and staff recommended approval.
11/30/07	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for reduction of floor area of the Fast Food 'A' building from 2,650 square feet to 2,407 square feet.

GK

VAC-36980 - Staff Report Page Two
March 17, 2010 - City Council Meeting

07/22/08	Code Enforcement responded to a complaint regarding graffiti on the subject site. Code Enforcement resolved the case 07/25/08.
07/31/08	Planning and Development Department staff approved a Minor Site Development Plan Review of the overall shopping center site for revisions in the elevations for the Major 'A' building and Buildings A through G. There were no major changes in height or materials.
09/17/08	City Council approved a request for a Major Modification (MOD-28538) of the Town Center Land Use Plan to amend the land use designation from SC-TC (Service Commercial - Town Center) to GC-TC (General Commercial - Town Center) on 7.97 acres at the southwest corner of Durango Drive and Farm Road. Planning Commission recommended approval; staff recommended denial.
04/23/09	Planning Commission approved a Waiver (WVR-33758) of the Town Center Development Standards to allow no amenity zone along Durango Drive where a 2.5-foot amenity zone was required. Staff recommended denial.
06/19/09	A Final Map (FMP-27577) for a one-lot commercial subdivision (Caroline's Court) was recorded.
06/25/09	Planning Commission approved a request for a Master Sign Plan (MSP-34174) for a proposed commercial development on the subject site, with waivers of the Town Center Sign Standards to allow 2,609 square feet of freestanding signage where 1,506 square feet is allowed, a 100-foot pylon sign where 24 feet is allowed, three monument signs along the El Capitan Way street frontage where two are allowed, and to allow wall signs to face an existing residential development that is located outside of the city limits of the Centennial Hills Town Center where such is not permitted. Staff recommended denial.
07/15/09	City Council approved Extensions of Time for previously approved requests for Special Use Permits for Building and Landscape Material/Lumber Yard (EOT-34757), Outdoor Storage, Accessory (EOT-34759), and Restaurant with Drive-Through (EOT-34761) uses on the subject site. The approvals will expire 07/11/10 unless another Extension of Time is approved by the City Council. Staff recommended approval.
07/15/09	City Council approved an Extension of Time (EOT-34762) for a previously approved Site Development Plan Review (SDR-20496) for a proposed 269,860 square foot commercial center with waivers to deviate from Town Center Standards to allow a six foot wide landscape buffer on the south property line where eight feet is required; to allow zero feet of perimeter landscape buffer adjacent to the multi-use transportation trail along the north and west property lines where 15 feet is required; to allow zero feet of perimeter landscape buffer adjacent to a drive-through aisle where 10 additional feet are required; and to allow a drive-through aisle on three sides of a fast food building where only two sides are allowed on the subject site. Staff recommended approval.

VAC-36980 - Staff Report Page Three
March 17, 2010 - City Council Meeting

09/10/09	Code Enforcement responded to a complaint (#81718) regarding construction noise on the site beginning at 4:30 a.m. and parking lot lighting potentially shining into residences. Code Enforcement resolved the case on 10/01/09
09/21/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,734 square feet to 269,212 square feet and to revise the landscape plan to incorporate a drainage channel.
10/07/09	Planning and Development Department staff approved a Minor Site Development Plan Review on the overall shopping center site for reduction in overall floor area from 269,212 square feet to 264,189 square feet and to remove the drainage channel along the east perimeter of the site.
12/02/09	City Council approved a Special Use Permit (SUP-36111) for a proposed 2,155 square-foot Restaurant with Drive-Through on the subject site. Planning Commission recommended approval. Staff recommended denial.
12/02/09	City Council approved a Major Amendment (SDR-36112) to a previously approved Site Development Plan Review (SDR-20496) for a proposed 2,155 square-foot Restaurant with Drive-Through on the subject site. Planning Commission and staff recommended denial.
12/02/09	City Council approved a Variance (VAR-36338) to allow zero loading zones where one is required on a portion of 25.03 acres at the northwest corner of El Capitan Way and Durango Drive. Planning Commission recommended approval. Staff recommended denial.
12/02/09	City Council approved a Review of Condition (ROC-36456) to review Condition Number 21 of a Site Development Plan Review (SDR-20496) to amend restrictions on hours of operation on the site. Staff recommended denial.
02/11/10	The Planning Commission (6-0 vote) and staff recommend APPROVAL (PC Agenda Item #9/gk).
<i>Related Building Permits/Business Licenses</i>	
12/27/07	An application for a building permit (#26225) for a certificate of occupancy for a retail building at 7751 North El Capitan Way was submitted. The permit has not yet been issued.
04/25/08	An application for a building permit (#27890) for a certificate of occupancy for a restaurant at 7741 North El Capitan Way was submitted. The permit has not yet been issued.
09/16/08	A building permit (#25179) was issued for the overall shopping center site buildings and clock tower at 7737 North El Capitan Way. A final inspection has not been completed.
10/02/08	Civil improvement Mylar plans (#28917) were approved for Fast Food 'A' pad at 7737 North El Capitan Way.
10/23/08	Building permits (#100093, 100094, 100096, 100097, 100098, 100100, 100103 and 100104) were issued for shells of Buildings A, B, C, D, E, F, G, and Major 'A' at 7703 North El Capitan Way. No final inspections have been completed to date.

VAC-36980 - Staff Report Page Four
March 17, 2010 - City Council Meeting

10/23/08	A building permit (#100105) was issued for a 39-foot tall clock tower at 7741 North El Capitan Way. A final inspection has not been completed.
10/23/08	A building permit (#124282) was issued for grading of the overall shopping center site at 7741 North El Capitan Way. A final inspection has not been completed.
09/02/09	A building permit (#138111) was issued for a water tank at 7779 North El Capitan Way. A final inspection has not been completed.
09/16/09	A Wall/Fence permit (#146507) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
09/18/09	A Wall/Fence permit (#147013) was issued for perimeter and retaining walls at 7741 North El Capitan Way. A final inspection has not been completed.
11/03/09	A building permit (#150594) was issued for a pylon sign and monument sign at 7757 El Capitan Way. A final inspection has not been completed.
12/01/09	A building permit (#152215) was issued for a wall sign at 7751 North El Capitan Way. A final inspection has not been completed.
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required, nor was one held.	
<i>Field Check</i>	
01/07/10	Staff conducted a field check and noted that the site was under construction.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	25.03

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	Single Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
East	General Retail	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
	Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
West	ROW (U.S. 95)	ROW (Right-of-Way)	ROW (Right-of-Way)

GK

VAC-36980 - Staff Report Page Five
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
T-C Town Center District	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
T-C Town Center District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The above property is legally described as situated in the City of Las Vegas, Clark County, Nevada lying on a portion of the SW ¼ of the NE ¼ along the west line of the Northeast Quarter of Section 17, Township 19 South, Range 60 East, M.D.M., as shown on the Official Plat of Caroline's Court, in the Office of the Clark County Recorder in Book 141 of Plats on Page 98.

ANALYSIS

A) Planning discussion

This is a petition to vacate 10-foot wide and 30-foot wide public drainage easements generally located at the northwest corner of El Capitan Way and Durango Drive. The applicant previously dedicated a public drainage easement with the approval of a Civil Drawing Plan Review (#27341). This approval fulfilled Condition of Approval Number 36 of a previously approved Site Development Plan Review (SDR-20496), which required the applicant to provide and improve all drainage easements recommended in the approved drainage study. The applicant is proposing to relocate the previously approved easement to another location on the site. As the proposed Vacation is consistent with the Conditions of Approval of Site Development Plan Review (SDR-20496), staff recommends approval of the request.

B) Public Works discussion

This Vacation application proposes to vacate an existing public drainage easement. As no right-of-way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to send this VAC request to the utility companies and franchise holders, nor wait for their responses. Since only City easements are involved; any utility company interests will not be affected.

VAC-36980 - Staff Report Page Six
March 17, 2010 - City Council Meeting

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 30 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

COPY

Application/Petition For: Vacation of 30' and 10' Drainage Easements
 Project Address (Location) El Capitan Way & Durango Drive
 Project Name Caroline's Court Proposed Use _____
 Assessor's Parcel #(s) 125-17-612-001 Ward # 6
 General Plan: existing _____ proposed _____ Zoning: existing T-C proposed _____
 Commercial Square Footage 238,693 Floor Area Ratio _____
 Gross Acres 23.62 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER CAROLINE'S COURT, LLC Contact JACOB KHAKSHOURI
 Address 10877 Wilshire Blvd, Suite 1407 Phone: (310) 208-7770 Fax: (310) 208-7885
 City Los Angeles State CA Zip 90024
 E-mail Address jacob@dkoby.com

APPLICANT CAROLINE'S COURT, LLC Contact JACOB KHAKSHOURI
 Address 10877 Wilshire Blvd, Suite 1407 Phone: (310) 208-7770 Fax: (310) 208-7885
 City Los Angeles State CA Zip 90024
 E-mail Address jacob@dkoby.com

REPRESENTATIVE JPL ENGINEERING, INC. Contact JAMES LOPEZ
 Address 5096 W. Post Road Phone: (702) 898-6269 Fax: (702) 650-6260
 City Las Vegas State NV Zip 89118
 E-mail Address james@jplengineeringinc.com

FOR DEPARTMENT USE ONLY

Property Owner Signature* Jacob Khakshouri

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

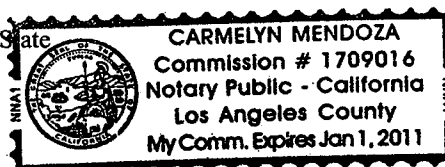
Print Name JACOB KHAKSHOURI

Subscribed and sworn before me

This 15th day of January, 20 10

Carmelyn Mendoza

Notary Public in and for said County and State



Case #	<u>VAC-36980</u>
Meeting Date:	<u>2/11/10</u>
Total Fee:	<u>\$1,000</u>
Date Received:*	<u>1/20/10</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

F:\depot\Application Packet\Application Form.pdf

STATEMENT OF FINANCIAL INTEREST

Name of Representative: JACOB KHAKSHOURI

Yes X No

APN: _____

 **CARMELYN MENDOZA**
Commission # 1709016
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2011

JPL ENGINEERING INC.

5096 W. POST ROAD
LAS VEGAS, NV 89118
Phone (702) 898-6269 * Fax (702) 650-6260

**APN: 125-17-612-001
CAROLINES COURT
10' DRAINAGE EASEMENT VACATION
EXHIBIT A**

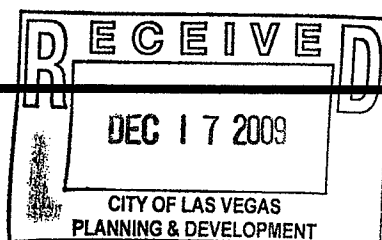
LINE TABLE

LINE	LENGTH	BEARING
L1	591.86	S00°10'27"W
L2	11.64	N44°36'26"E
L3 (R)	60.00	S78°57'00"E
L4	168.90	S44°36'26"W
L5	101.20	S44°33'02"W
L6	247.57	S44°36'42"W
L7	203.27	N71°16'58"W
L8	10.00	N18°43'02"E
L9	197.00	S71°16'58"E
L10	241.30	N44°36'42"E
L11	101.20	N44°33'02"E
L12	190.43	N44°36'26"E

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA ANGLE
C1	35.14	60.00	18.09	33°33'22"

**VAC-36980
02/11/10 PC**



SHEET 4 of 4



**VAC-36980 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36980 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36980 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36980 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10



**VAC-36980 - APPLICANT/OWNER: CAROLINE'S COURT, L.L.C.
NORTHWEST CORNER OF EL CAPITAN WAY AND DURANGO DRIVE
MARCH 17, 2010 CITY COUNCIL**

01/07/10

COPY

CAROLINE'S COURT, LLC
10877 Wilshire Blvd, Suite 1407
Los Angeles, CA 90024
Tel 310.208.7770
Fax 310.208.7885

January 15, 2010

Planning & Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

Re : Vacation/Abandonment of Public Drainage Easement
APN 125-17-612-001
Northwest corner of El Capitan Way & Durango Drive
City of Las Vegas

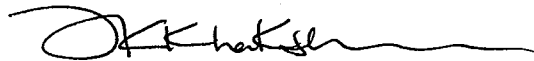
Dear Staff:

Caroline's Court, LLC submits this Vacation/Abandonment application for a property, with APN 125-17-612-001, located generally in the northwest corner of El Capitan Way & Durango Drive on approximately 23.62 acres in the City of Las Vegas, Nevada.

During the planning and civil engineering process, it was necessary to relocate the public drainage easement. The original public drainage easements were located and dedicated per approved plans (CLV DWG 107Y4969, Plan 27341). Revised plans have been submitted to reflect the new position of the drainage easement and dedication of the proposed easement and should be approved shortly.

Should you have any questions regarding this request, please feel free to contact me at (310) 208-7770.

Very truly yours,



Jacob Khakshouri
Manager

VAC-36980
02/11/10 PC
REVISED

RECEIVED
JAN 20 2010

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SUP-36588 – ABEYANCE ITEM - 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:

Planning Commission Mtg.

0

City Council Meeting

5

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

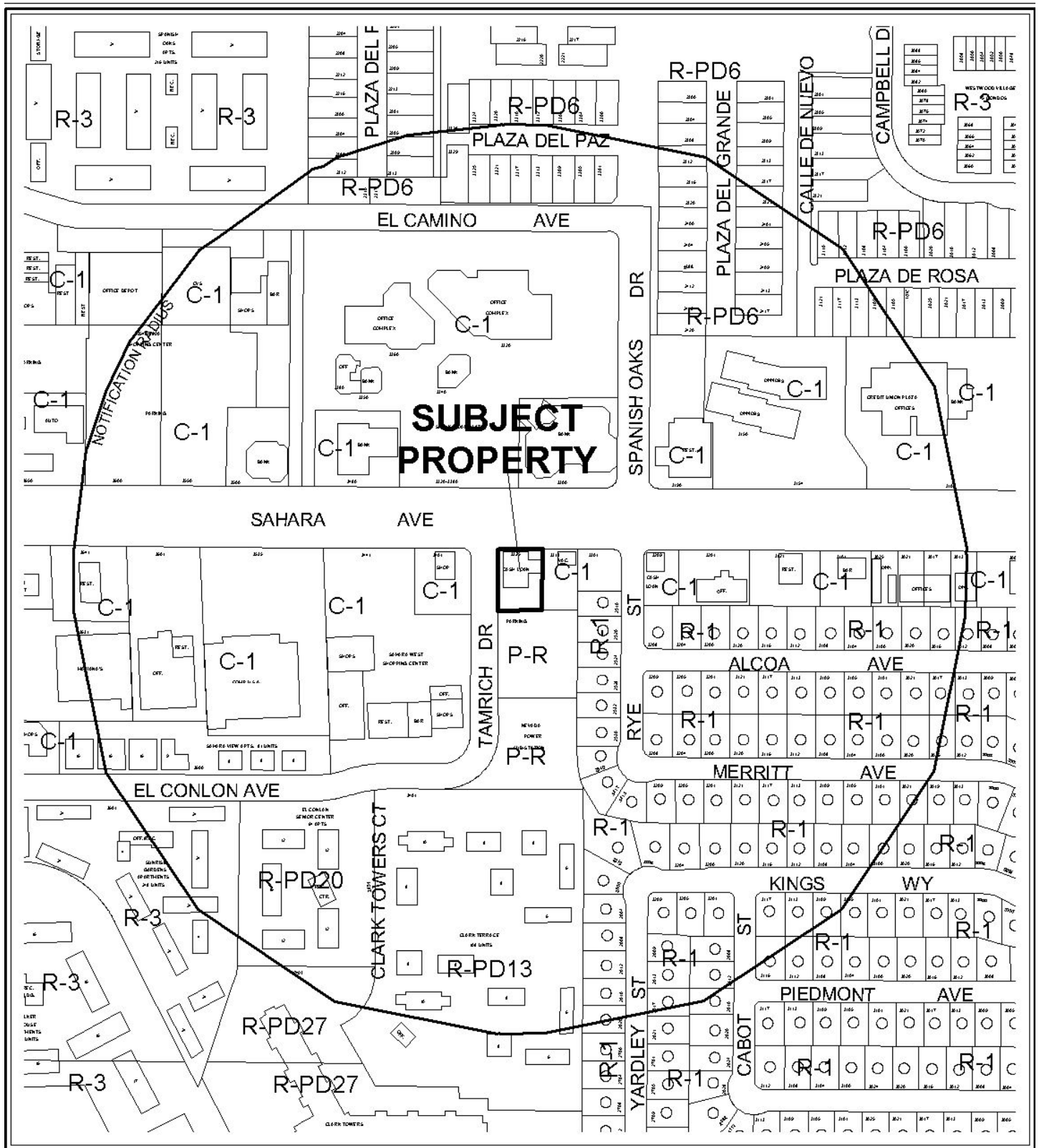
1

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

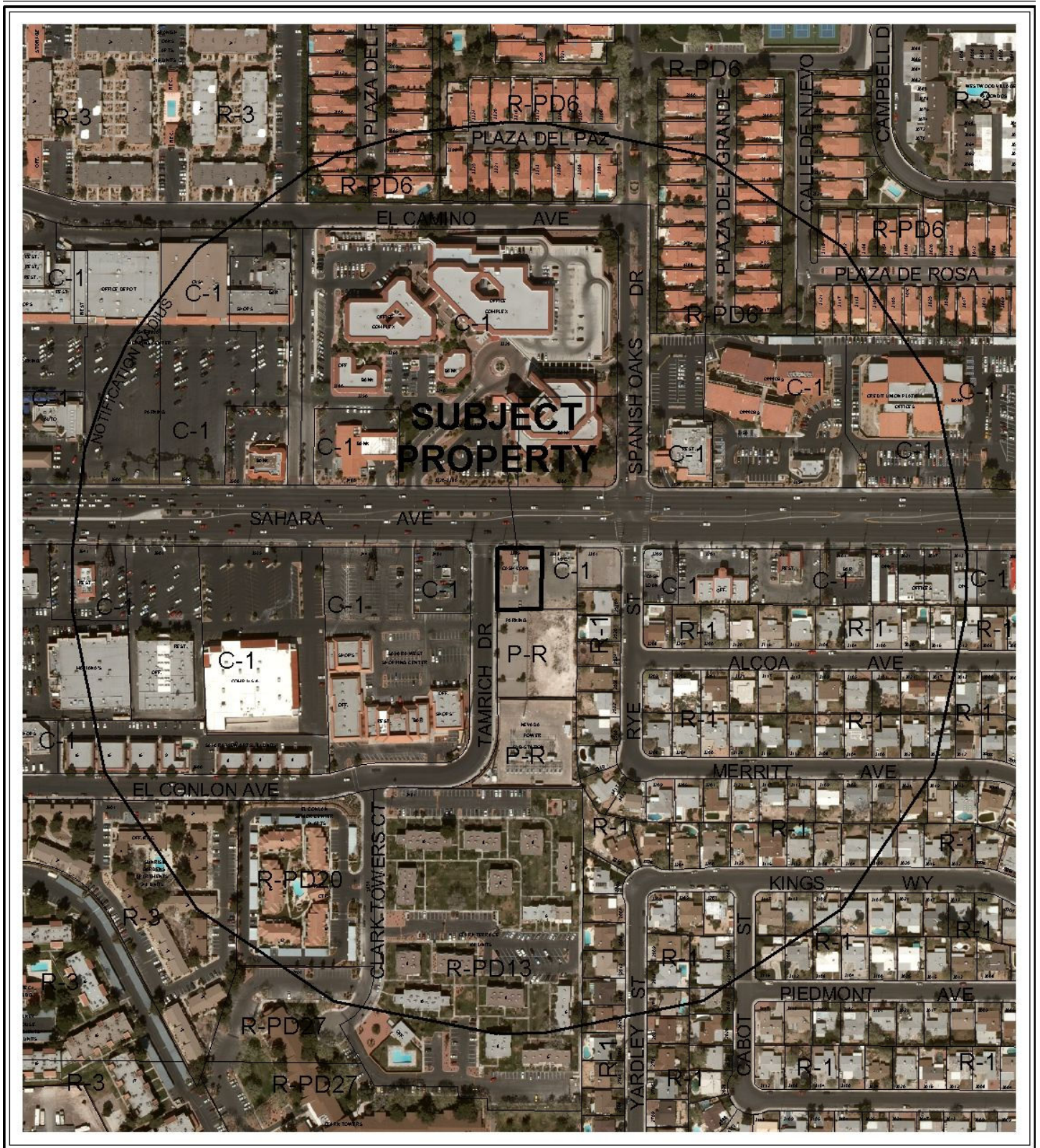


CASE: **SUP-36588**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)





CASE: **SUP-36588**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SUP-36588 - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE FEBRUARY 3, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL, if approved subject to conditions:

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

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales</i>	
11/28/88	A deed was recorded for a change in ownership at 3325 West Sahara Avenue.
12/17/09	The Planning Commission (7-0 vote) and staff recommend DENIAL (PC Agenda Item #24/gk).
<i>Related Building Permits/Business Licenses</i>	
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.
<i>Pre-Application Meeting</i>	
09/30/09	The Planning & Development Department met with the applicant and reviewed the requirements for a Special Use Permit application.
<i>Neighborhood Meeting</i>	
A neighborhood meeting was not held, nor was one required.	
<i>Field Check</i>	
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.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	0.35

SUP-36588 - Staff Report Page Two
March 17, 2010 - City Council Meeting

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)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
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 requirement 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: 382-8866 Fax: 898-4308
 City LV State NV Zip 89102
 E-mail Address kopperadccim.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.

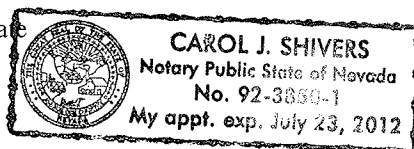
Print Name Jack Cason

Subscribed and sworn before me

This 28TH day of October, 2009

Carol J. Shivers

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case # SUP-36588
 Meeting Date: 12/17/09
 Total Fee: 1080.00
 Date Accepted: 11/4/09
 Accepted By: M REX

*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.

f:\depot\Application Packet\Application Form.doc



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: Jasen Heisbeck

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: _____

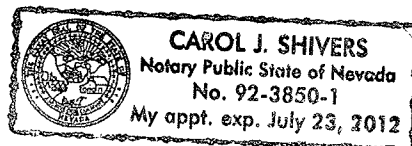
Signature of Property Owner: Jade Cason

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



RECEIVED

NOV 04 2009

SCALE: n/a	3325 W. SAHARA AVENUE LAS VEGAS, NV 89102
PROPERTY ADDRESS:	
PROPERTY APN:	162-06-103-001
ZONING:	C-1
PROPOSED USE:	RAIL BOND SERVICE
LOT SIZE	16,050 SF
BUILDING AREA:	3,269 S.F.

PARKING ANALYSIS

SCALE: n/o	WORKING REQUIRED: 1:300 S.F. = 11 SPACES
	WORKING PROVIDED: 11 SPACES [INCLUDING 1 ACCESSIBLE]



VEGAS BAIL
3325 W. SAHARA AVENUE
LAS VEGAS, NEVADA 89102

PROJECT:

VICINITY MAP

SCALE: nls

PROJECT SITE

RECEIVED

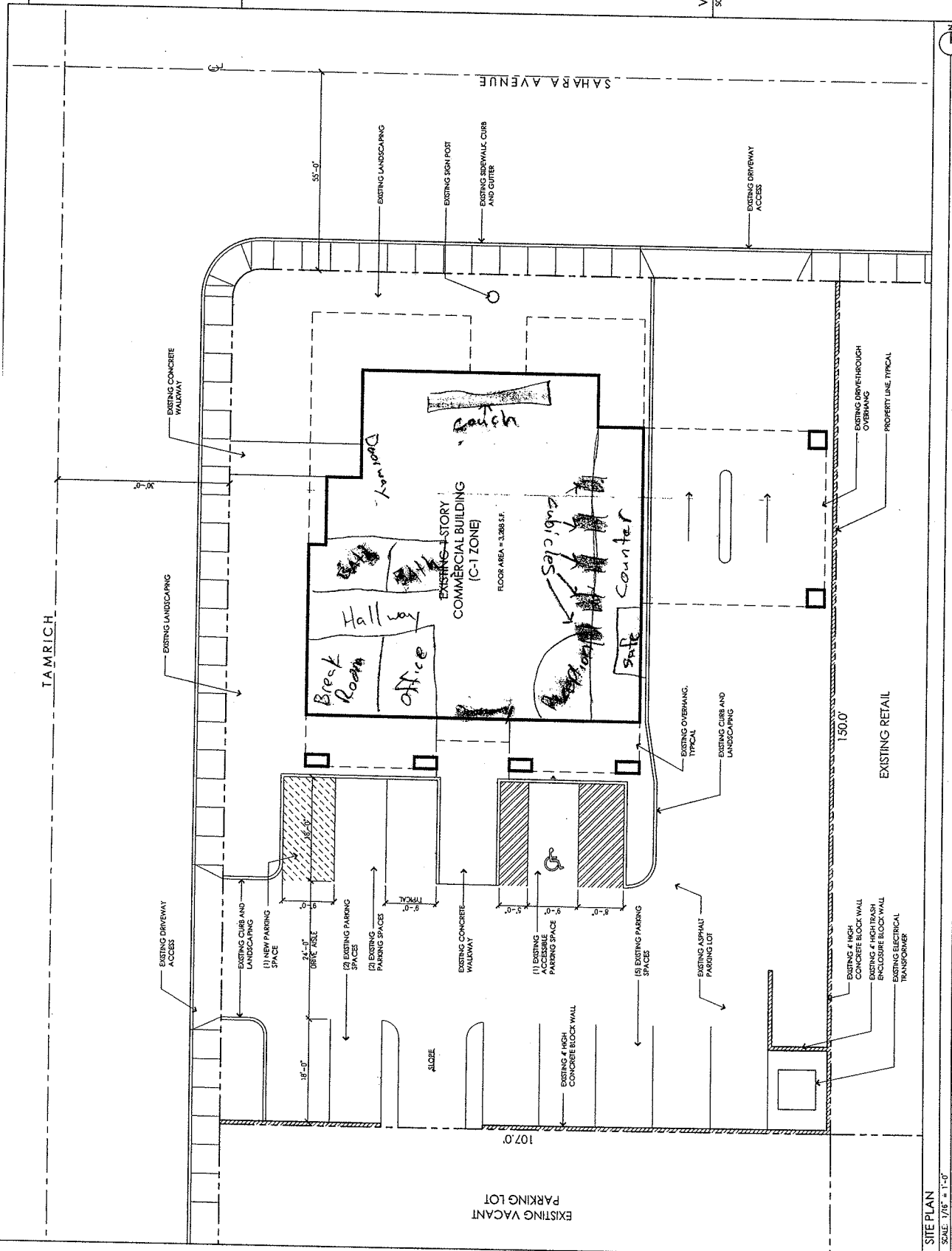
10.15.09

RECEIVED

0470

SUP-36588

12/17/09 PC



SITE PLAN

SCALE: 1/16" = 1'-0"



SUP-36588 - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST

3325 WEST SAHARA AVENUE
MARCH 17, 2010 CITY COUNCIL

11/13/09



SUP-36588 - APPLICANT: VEGAS BAIL - OWNER: JACK E. CASON AND MAXINE CASON FAMILY TRUST

3325 WEST SAHARA AVENUE
MARCH 17, 2010 CITY COUNCIL

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

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

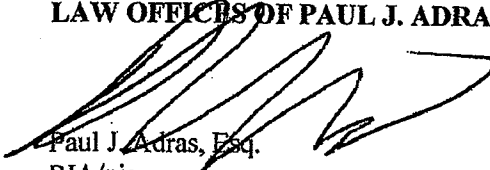
Dear City Clerk's Office:

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

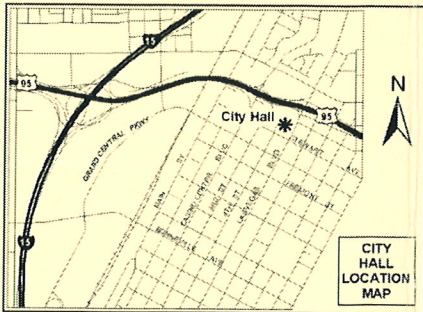

Paul J. Adras, Esq.
PJA/pja

2009 DEC 22 A 10:27

RECEIVED
CITY CLERK

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-36588

City Council Meeting of 2/3/2010

*I support not allowing
the huge sign.*
KAUDS11 89102
Darke de Blake

RECEIVED
CITY CLERK

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
JAN 21 2010
MAILED FROM ZIP CODE 89101

2010 JAN 26 A 10:51

X RETURN SERVICE REQUESTED X

Protest

BLAKE DARLA KAI LIVING TRUST
BALKE DARLA KAI TRS
2308 PLAZA DEL GRANDE
LAS VEGAS NV 89102-4028

APN#16205413022

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-36588

City Council Meeting of 2/3/2010

PRESORTED
FIRST CLASS



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PITNEY BOWES
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JAN 21 2010
MAILED FROM ZIP CODE 89101

X RETURN SERVICE REQUESTED X

2010 JAN 25 P 1:43

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CITY CLERK

SUNSHINE LIVING TRUST
CASZATT CEYLON & DEBRA TRS
2417 PLAZA DEL GRANDE
LAS VEGAS NV 89102-4020

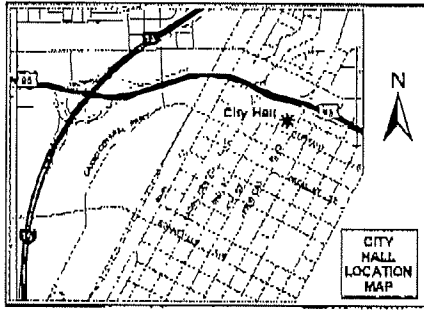
APN#16205413012

KAUDS11 89102



Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-36588

City Council Meeting of 2/3/2010

PRESORTED
FIRST CLASS



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PITNEY BOWES

SOUTHERN NV RENTAL HOLDINGS
%FISHER BROTHERS
299 PARK AVE 42ND FL
NEW YORK NY 10171-4299

APN#16208111052

KAWS11 10171



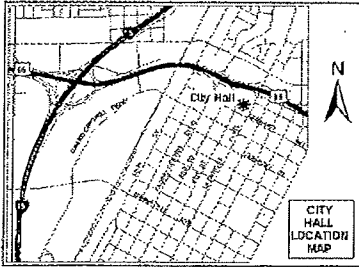
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2010 JAN 26 P 3:04

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

FEINER ELIANE
224 SAYRE DR
PRINCETON NJ 08540-5852

Please use available blank space on card for your comments.

SUP-36588

City Council Meeting of 2/3/2010

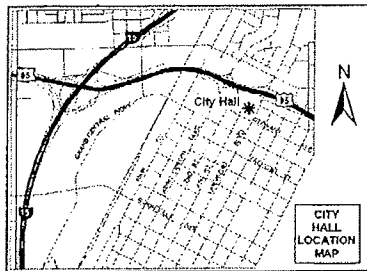
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NAVJOP 11 OASD/O

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

City of Las Vegas
Office Of The City Clerk
300 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.

UP-36588

City Council Meeting of 2/3/2010

2010 JAN 22 P 2:29

RECEIVED
CITY CLERK

Jan 22 10 12:54p

Ross W. Peterson

208#975#5254

PETERSON ROSS W
3301 PLAZA DEL PAZ
LAS VEGAS NV 89102-4032

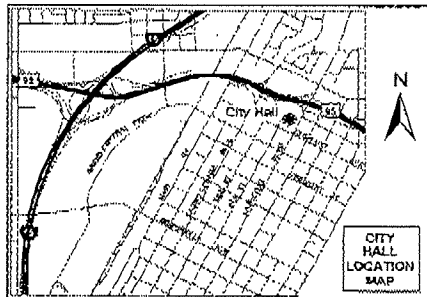
APN#16205413025

KAUDES11 89102



City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-36588

City Council Meeting of 2/3/2010

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

X RETURN SERVICE REQUESTED X

LEA JAMES B & JOY J
11001 PINE KNOLLS CT
LAS VEGAS NV 89144-1652

APN#16208111009

7028765326

0004279218

RECEIVED
CITY CLERK
2010 JAN 22 P 4:43

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SUP-36562 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HAIM GABAY - OWNER: FREMONT ASSOCIATES, INC. - Request for a Special Use Permit FOR A PACKAGE LIQUOR OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 8,152 SQUARE-FOOT RETAIL ESTABLISHMENT at 300 Fremont Street (APN 139-34-510-023), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

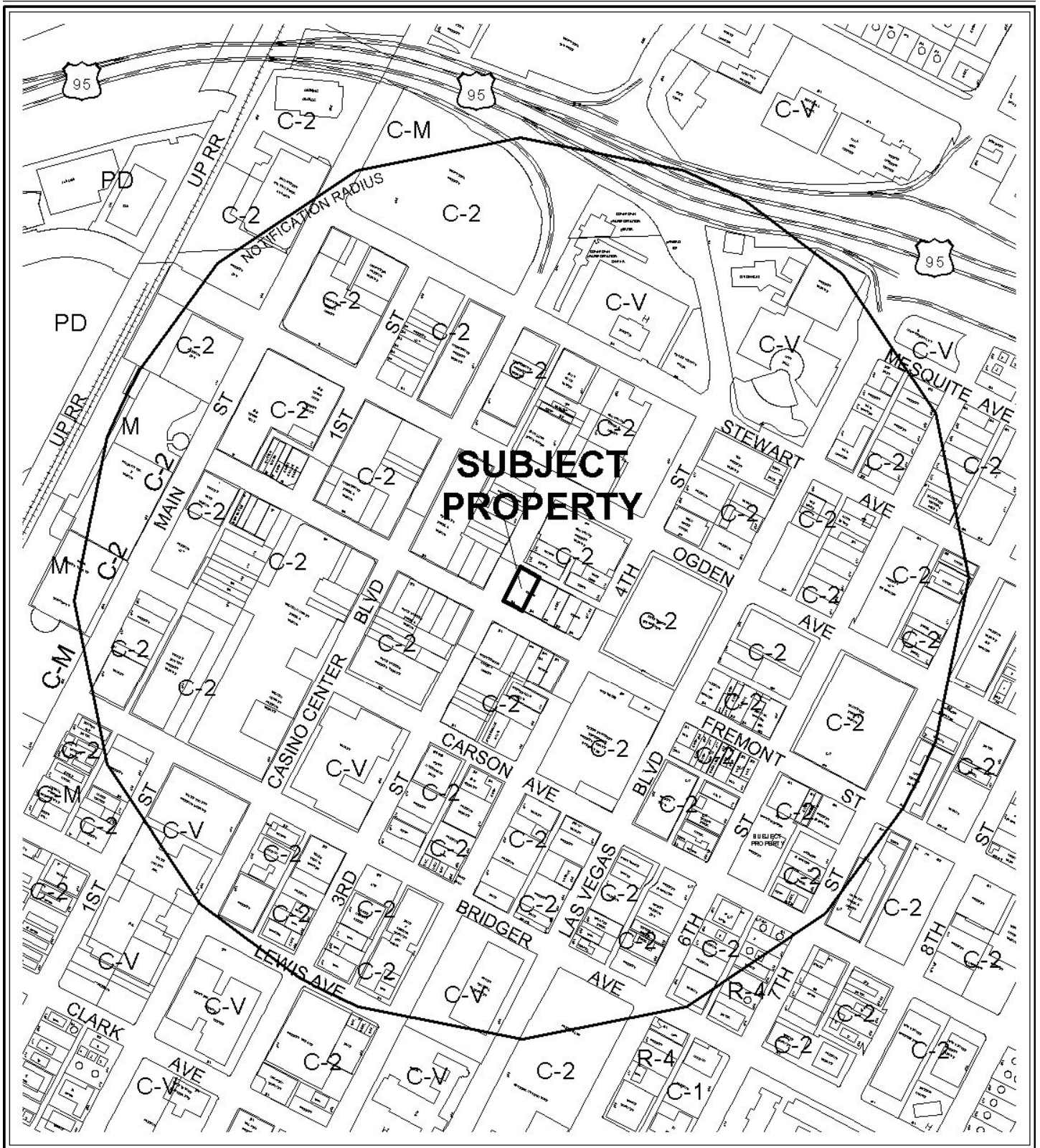
City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the January 14, 2010 Planning Commission Meeting Item 13



CASE: **SUP-36562**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 500 1000 Feet





CASE: **SUP-36562**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 500 1000 Feet



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: SUP-36562 - APPLICANT: HAIM GABAY- OWNER:
FREMONT ASSOCIATES**

THIS ITEM WAS HELD IN ABEYANCE FROM THE MARCH 3, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Package Liquor Off-Sale Establishment use.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. Approval of this Special Use Permit does not constitute approval of a liquor license.
4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-36562 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Package Liquor Off-Sale use within an existing 8,152 square-foot retail establishment at 300 Fremont Street. The Package Liquor Off-Sale use will be operated in conjunction with the existing retail establishment. No Waivers are needed as a part of this request. The sale of package liquor is consistent with previous approvals in the area and is a common business practice for merchants along this portion of Fremont Street. This request meets all minimum Special Use Requirements and can be conducted in a compatible and harmonious manner within the existing retail establishment and with similar uses along Fremont Street; therefore, staff is recommending approval of this application.

ISSUES

- The sale of individual containers of any size of beer or wine coolers is appropriate at this location.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales</i>	
12/16/64	The City Council approved a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bound by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission and staff recommended approval of the request.
01/14/10	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #13/jb).
<i>Related Building Permits/Business Licenses</i>	
11/29/95	A Building Permit (#95883260) was issued for a sign at 300 Fremont Street. The permit was finalized on 12/28/95.
12/27/95	A Building Permit (#95885467) was issued for a sign at 300 Fremont Street. The permit was expired on 06/29/96.
08/18/04	A Building Permit (#4019095) was issued for a tenant improvement at 300 Fremont Street. The permit was finalized on 11/14/06.
02/15/06	A Building Permit (#6001238) was issued for a sign at 300 Fremont Street. The permit was expired on 04/28/07.

SUP-36562 - Staff Report Page Two
March 17, 2010 - City Council Meeting

08/10/09	A Business License (#C05-02661) was issued for a Tobacco Dealer use at 300 Fremont Street. This license is still active.
	A Business License (#G04-07008) was issued for a Gift and Novelties use at 300 Fremont Street. This license is still active.
10/27/09	A Business License application (#C15-92443) has been submitted for a Convenience Store use at 300 Fremont Street. This license is currently still under review
	A Business License application (#L15-92442) has been submitted for a Package Liquor Off-Sale use at 300 Fremont Street. This license is currently still under review
<i>Pre-Application Meeting</i>	
10/19/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for Package Liquor Off-Sale use were discussed. Topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • No Waivers are required as a part of the request.
<i>Neighborhood Meeting</i>	
A neighborhood meeting was not required, nor was one held.	
<i>Field Check</i>	
11/12/09	During a routine site inspection staff observed a well maintained general retail store.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.23 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	General Retail	C (Commercial)	C-2 (General Commercial)
North	General Retail	C (Commercial)	C-2 (General Commercial)
South	Casino	C (Commercial)	C-2 (General Commercial)
East	General Retail	C (Commercial)	C-2 (General Commercial)
West	Casino	C (Commercial)	C-2 (General Commercial)

SUP-36562 - Staff Report Page Three
March 17, 2010 - City Council Meeting

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
Downtown Centennial Plan	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
Downtown Overlay District – (Central Casino Core)	X		Y
A-O (Airport Overlay) District – (200-foot)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails – Tortoise Trail	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement - Downtown							
<i>Use</i>	<i>Gross Floor Area or Number of Units</i>	<i>Base Parking Requirement</i>		<i>Provided</i>		<i>Compliance</i>	
		<i>Parking Ratio</i>	<i>Parking</i>		<i>Parking</i>		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other Than Listed (3,500 Square Feet or More)	8,152 SF	1:175 GFA	47	2			
TOTAL			47	2	Zero		Y

ANALYSIS

This request is for a Special Use Permit for a proposed Package Liquor Off-Sale use within an existing 8,152 square-foot retail establishment at 300 Fremont Street. The applicant indicates that it would like to sell package liquor within its existing retail establishment. The sale of package liquor is consistent with previous approvals in the area and is a common business practice for merchants along this portion of Fremont Street. The subject site is located within the Las Vegas Downtown Centennial Plan area, which is not subject to the automatic application of parking requirements. This is a common occurrence for shops located on Fremont Street within the Fremont Street Experience area. Adequate parking is located in several parking structures within walking distance to Fremont Street. The proposed Package Liquor Off-Sale Establishment

JB

SUP-36562 - Staff Report Page Four
March 17, 2010 - City Council Meeting

use requires the approval of a Special Use Permit within a C-2 (General Commercial) zoning designation. No Waivers are needed as a part of this request. The proposed Off-Sale use meets all applicable requirements of Title 19, the General Plan and all other applicable plans; therefore, staff is recommending approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **“The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.”**

The proposed Package Liquor Off-Sale Establishment will be operated in conjunction with an existing retail establishment, which is adjacent to similar uses along Fremont Street. The addition of a Package Liquor Off-Sale Establishment use within this area is compatible with the existing and future land uses as specified by the General Plan.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

The subject site is currently operated as a retail establishment. Similar alcohol related uses are common in this area of the City. The subject site is physically suitable to accommodate the proposed use.

3. **“Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.”**

The proposed Beer/Wine/Cooler Off-Sale Establishment use is located on Fremont Street and 4th Street, which are both defined as 80-foot Secondary Collectors, as defined by the Master Plan of Streets and Highways. The location of the subject site is not accessed by vehicular traffic as it is located under the Fremont Street Experience canopy. The site will be accessed primarily by pedestrian traffic.

4. **“Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.”**

The proposed Special Use Permit request will not be inconsistent with or compromise the public health, safety, and welfare or overall objectives of the General Plan.

SUP-36562 - Staff Report Page Five
March 17, 2010 - City Council Meeting

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Package Liquor Off-Sale use meets all of the applicable conditions per Title 19.04.

NOTICES MAILED 170 (By City Clerk)

APPROVALS 2

PROTESTS 5



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: FABULOUS VEGAS GIFTS LLC
Project Address (Location) 300 FREMONT ST LV NV 89101
Project Name FABULOUS VEGAS GIFTS Proposed Use BEER/WINE/COVER OFF-SALE
Assessor's Parcel #(s) 139-34-510-023 Ward # 5
General Plan: existing C proposed - Zoning: existing C2 proposed -
Commercial Square Footage 9500 Floor Area Ratio 7500
Gross Acres 16 ACRES Lots/Units 4 Density -
Additional Information -

PROPERTY OWNER FREMONT ASSOCIATES Contact HAIM GABAY
Address 6130 W. FLAMINGO RD #402 Phone: 702 743-1304 Fax: 382-7005
City LAS VEGAS State NV Zip 89103
E-mail Address -

APPLICANT HAIM GABAY Contact -
Address 6130 W. FLAMINGO RD #402 Phone: 702 743-1304 Fax: 702 382-7005
City LAS VEGAS State NV Zip 89103
E-mail Address haimgabay@hotmail.com

REPRESENTATIVE NIEVES ALVAREZ Contact -
Address 3944 Lonely Heart Ct Phone: 287-2048 Fax: 382-7005
City LAS VEGAS State NV Zip 89115
E-mail Address nellya12@hotmail.com

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

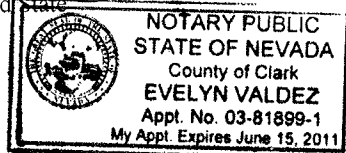
Print Name Haim Gabay

Subscribed and sworn before me

This 19th day of October, 2009

[Signature]

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>SUP 36562</u>
Meeting Date:	<u>01/14/10</u>
Total Fee:	<u>\$1,280.-</u>
Date Received:*	<u>11.3.09</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36562** APN: 139.34.510.023

Name of Property Owner: FREMONT ASSOCIATES

Name of Applicant: HAIM GABAY

Name of Representative: NIVES ALVAREZ

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

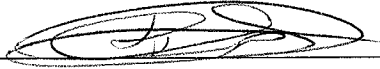
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

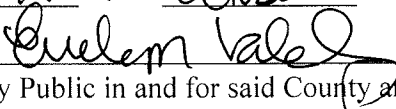
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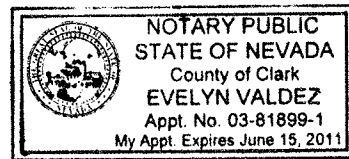
Signature of Property Owner: 

Print Name: Haim Gabay

Subscribed and sworn before me

This 19th day of October, 2009


Notary Public in and for said County and State





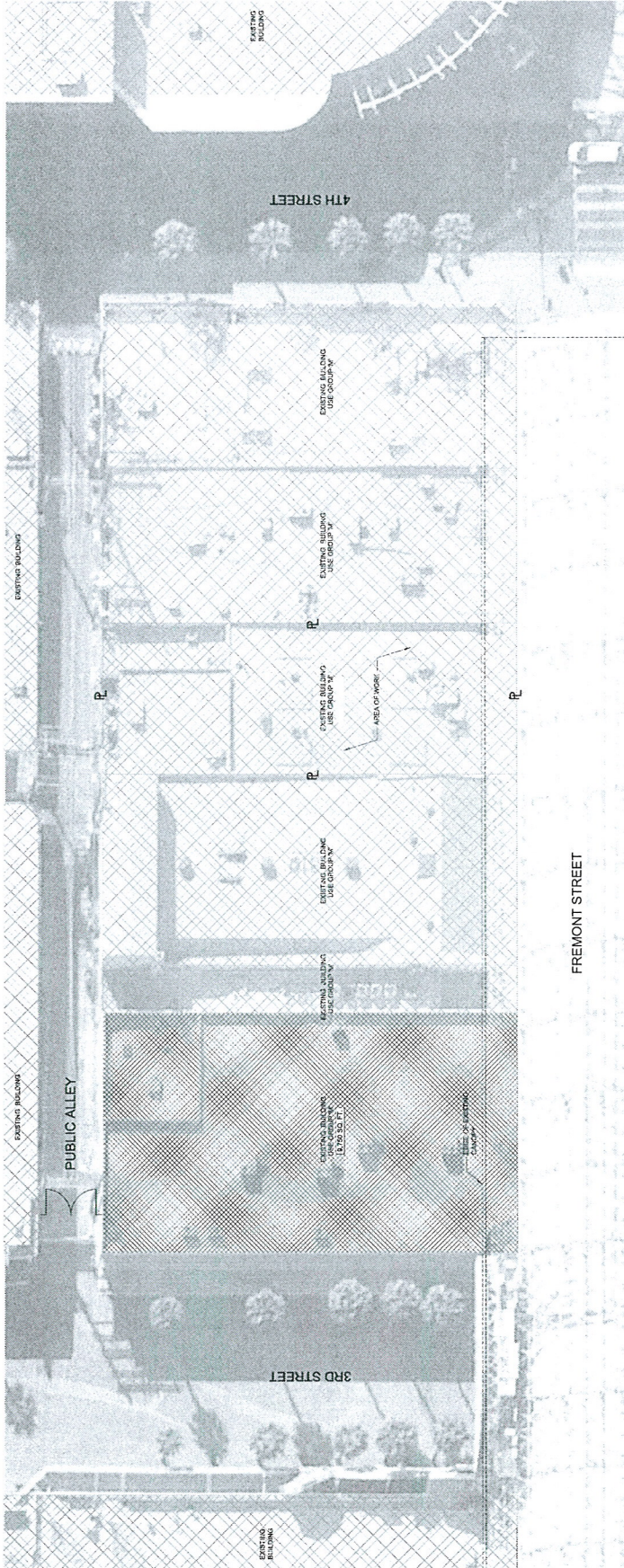
DESIGN REVIEW - EXISTING SITE PLAN
PROJECT
FABULOUS LAS VEGAS JEWELRY & GIFTS
300 EAST FREMONT STREET
LAS VEGAS, NEVADA

DESIGN REVIEW - EXISTING SITE PLAN

PROJECT

REVISIONS	DATE	BY
1	09/21/2008	AS INDICATED
2	10/03/2009	D. TORRE
3	10/14/2010	PC

AS1.01



1 EXISTING SITE PLAN
AS1.01 SCALE 1/8"=1'-0"



RECEIVED
NOV 03 2009

SUP-36562

01/14/10 PC

NEW TENANT IMPROVEMENT - OCCUPANT LOAD

OCCUPANCY LOAD:			
101 - EXISTING OPEN RETAIL	= 7755	SF/300 =	259
102 - EXISTING RESTROOM	= 63	SF/100 =	1
103 - EXISTING RESTROOM	= 63	SF/100 =	1
104 - EXISTING STORAGE	= 57	SF/300 =	1
NEW TOTAL INTERIOR FLOOR AREA	8,152 SF		262

BUILDING EGRESS ANALYSIS:

BASED ON THE 2000 I.B.C.

BUILDING EXITS REQUIRED

CRITERIA:

ALL PORTIONS OF THE BUILDING OCCUPIED SIMULTANEOUSLY EXCEPT:

- STORAGE ROOMS
- TOILET ROOMS
- MECHANICAL AND ELECTRICAL ROOMS

EGRESS WIDTH MULTIPLIERS IS .20 PER IBC

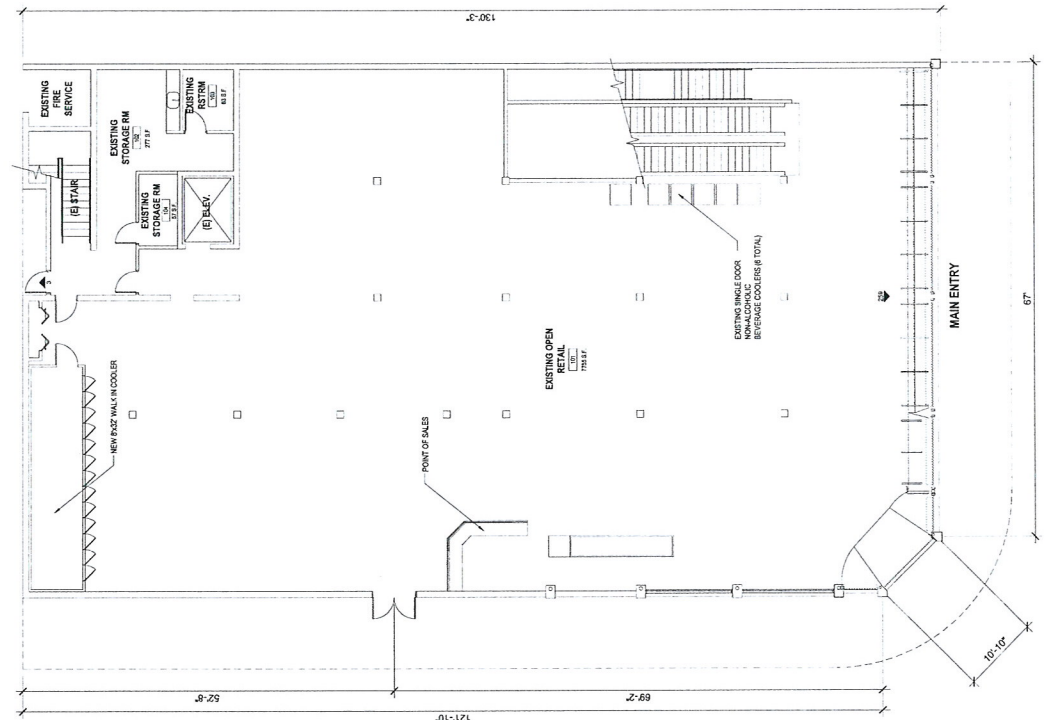
APPROVED UNDER PERMIT #:

OCCUPANT LOAD = 262

EGRESS PROVIDED = 262

MIN. REQ. EXIT WIDTH = 262 X .20 = 52.40'

WIDTH PROVIDED = 972.0'



1 EXISTING FLOOR PLAN
A1.00 / SCALE: 1/8"=1'-0"

SUP-36562
01/14/10 PC

FABULOUS LAS VEGAS JEWELRY & GIFTS
300 EAST FREMONT STREET
LAS VEGAS, NEVADA

DESIGN REVIEW - EXISTING FLOOR PLAN

REVISIONS	DATE
1. ORIGINAL SUBMITTAL	08-21-09
2. REVISED	08-21-09
3. REVISED	08-21-09
4. REVISED	08-21-09
5. REVISED	08-21-09
6. REVISED	08-21-09
7. REVISED	08-21-09
8. REVISED	08-21-09
9. REVISED	08-21-09
10. REVISED	08-21-09

A1.00



SUP-36562 - APPLICANT: HAIM GABAY - OWNER: FREMONT ASSOCIATES, INC.

300 FREMONT STREET

MARCH 17, 2010 CITY COUNCIL

11/12/09

FABULOUS VEGAS GIFTS LLC
300 FREMONT ST.
LAS VEGAS NEVADA 89101

NOVEMBER 23, 2009

TO WHOM MAY CONCERN:

FABULOUS VEGAS GIFTS LLC IS AN EXISTING RETAIL/GIFT CONVENIENCE STORE.
WHERE WILL BE SELLING PACKAGE LIQUOR, (OFF PREMISES CONSUMPTION)
IN ORDER TO ENHANCE OUR PRODUCTIVITY AND OUR BOTTOM LINE.

THANK YOU



HAIM GABAY

RECEIVED

NOV 24 2009

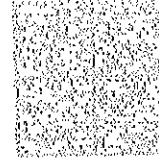
SUP-36562
01/14/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

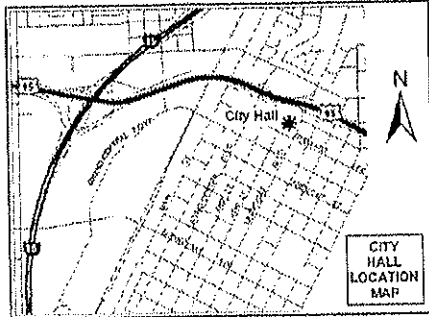
Return Service Requested
Official Notice of Public Hearing

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CITY CLERK

02/12/2010
16:18
FAX



02 1M
800-R75218 FEB 05 2010
MAILED FROM ZIPCODE 89101



2010 FEB 12 P 4: 58

If you wish to 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-36562

City Council Meeting of 2/17/2010

FREMONT ST EXPERIENCE PARKING
425 FREMONT ST
LAS VEGAS NV 89101-5620

APN#13934610045

LAVOS 1.1 53101



Submitted after final agenda

Date 2/12/10 Item 72

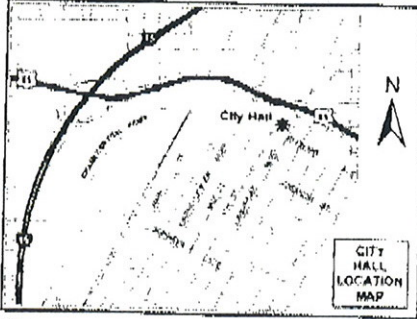
**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

P.1/2

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-36562

Planning Commission Meeting of 1/14/2010

**PRESORTED
FIRST CLASS**



UNITED STATES POSTAGE
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JAN 13 2010

13934111031
GRANITE PROPERTIES I L L C
111 NORTH 1ST ST
LAS VEGAS NV 89101-2912

Case SUP-38562

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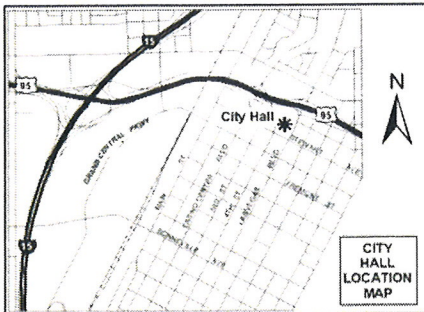
Submitted after final agenda

Item [#] 13 P

Item #13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request



I OPPOSE
this Request

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SUP-36562

Planning Commission Meeting of 1/14/2010

PRESORTED
FIRST CLASS



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GRANITE PROPERTIES I L L C
111 NORTH 1ST ST
LAS VEGAS NV 89101-2912

Case: SUP-36562

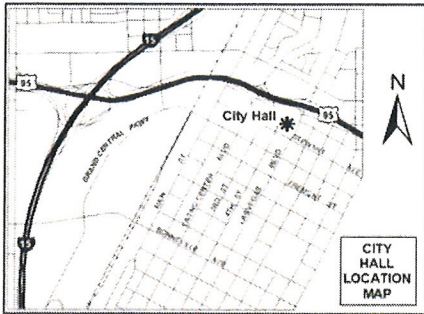
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

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SUP-36562

Planning Commission Meeting of 1/14/2010

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FIRST CLASS



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JAN 26 2010

Case: SUP-36562
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%GRANITE GAMING GROUP LLC
111 NORTH FIRST ST
LAS VEGAS NV 89101-2912

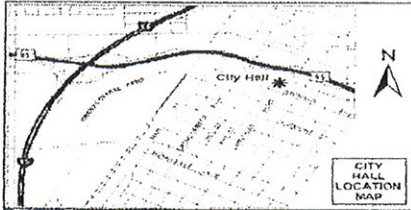
JAN 26 2010 89101



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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

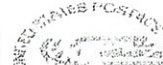
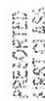


I OPPOSE
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SUP-36562

Planning Commission Meeting of 1/14/2010



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JAN 13 2010

Case
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WATTS LEONARD F
550 STONEYWOOD TERR
MABLETON GA 30126-0000

Case: SUP-36562

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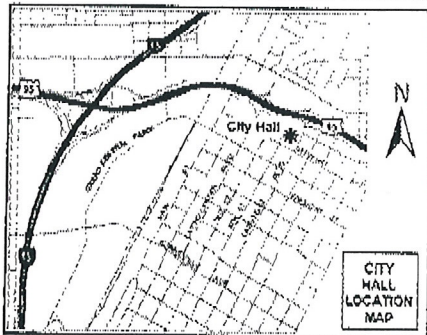
1,1,1,1-tetrafluoroethane

Submitted after final agenda

Item #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-36562

Planning Commission Meeting of 1/14/2010

PRESORTED
 FIRST CLASS



UNITED STATES POSTAGE

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JAN 04 2010

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Case: SUP-36562

SEYMOUR RAYMOND P & JOETTA B
 14 MANDARIN
 IRVINE CA 92604-3631

#13A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 17, 2010

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SUP-37017 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR, WITH SERVICE BAY DOORS FACING THE PUBLIC RIGHT-OF-WAY on .44 acres at 1501 West Carey Avenue (APN 139-21-102-004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

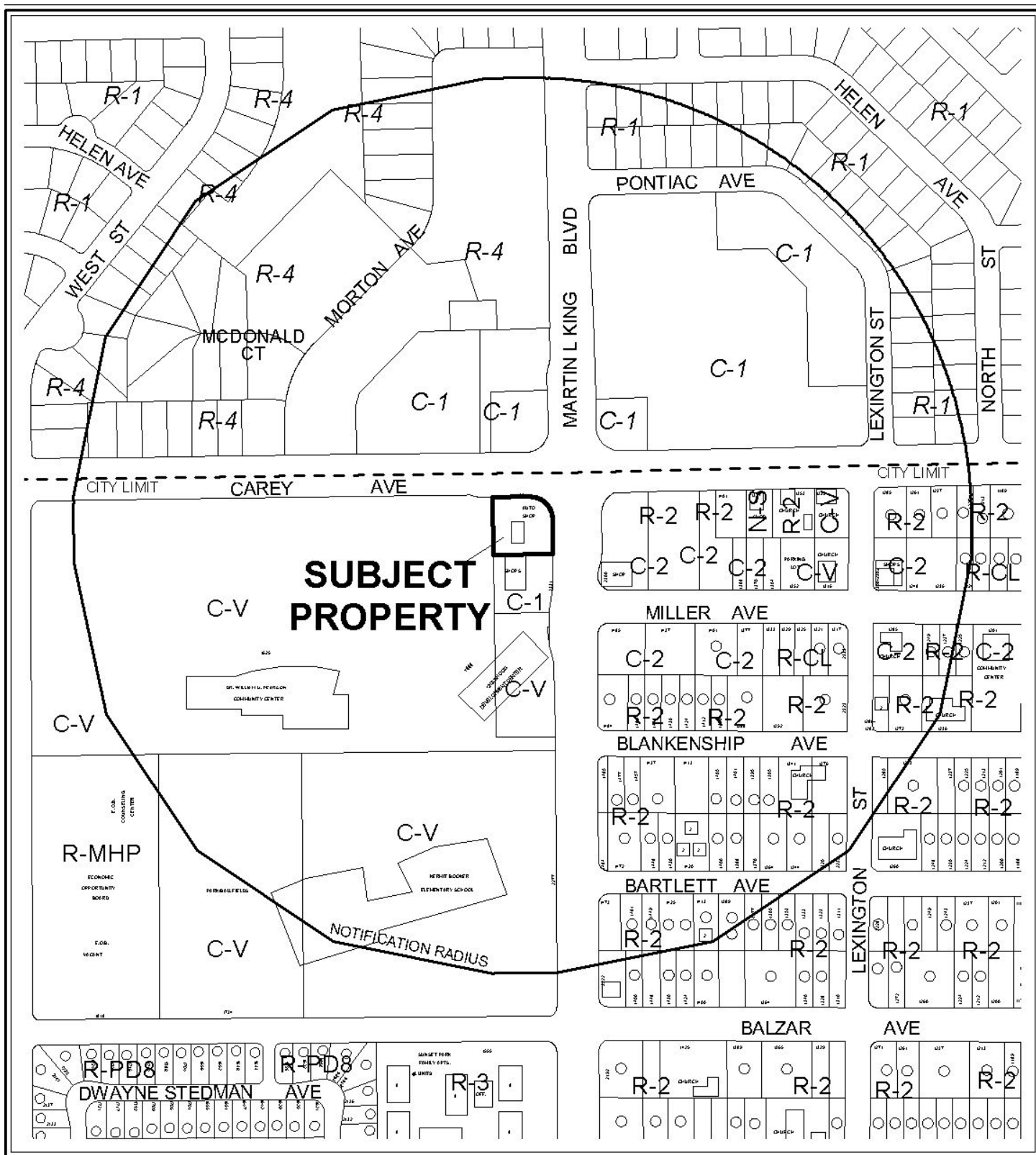
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RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

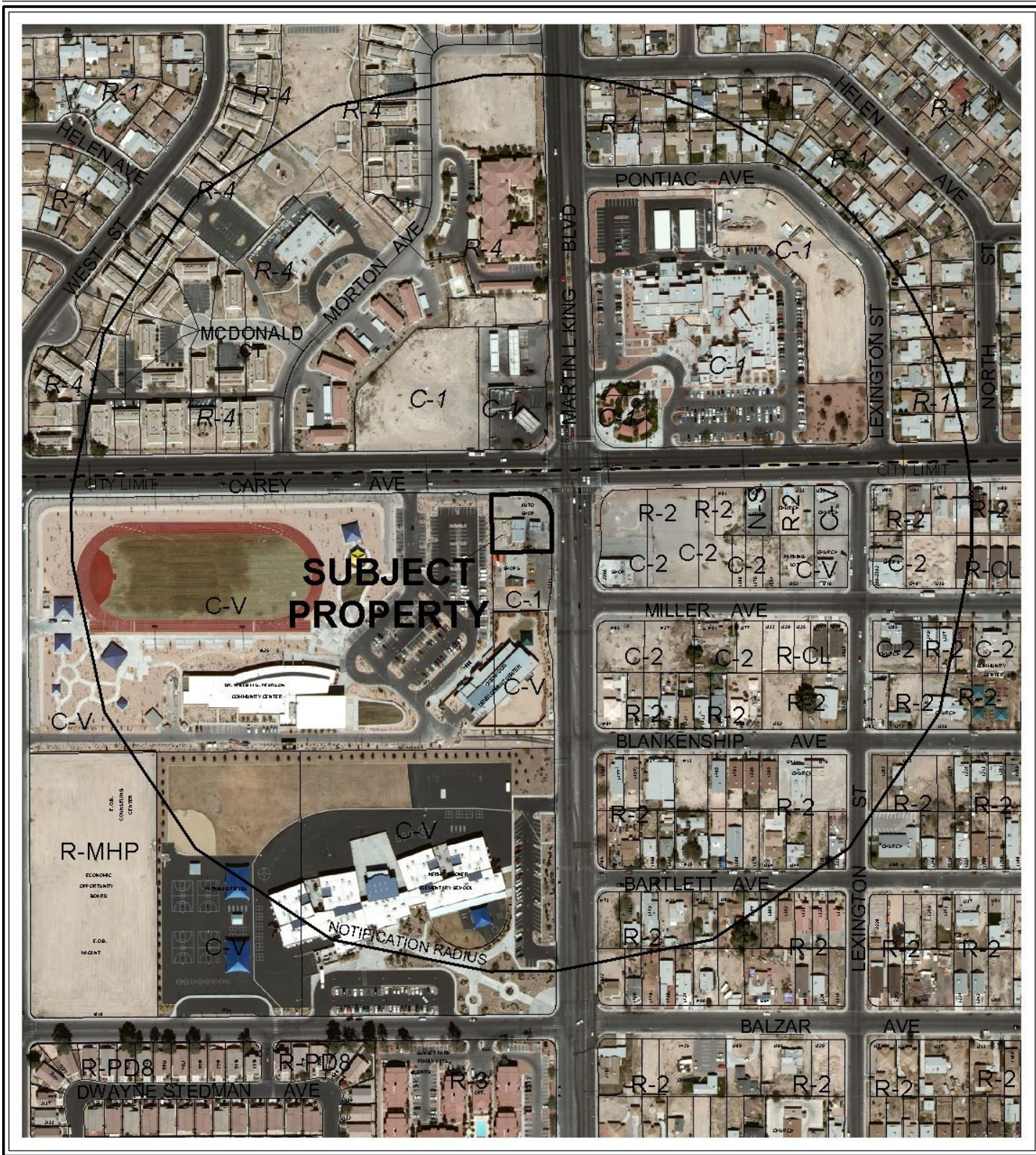
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Appeal Letter Filed by Calvin Peterson
6. Justification Letter



CASE: **SUP-37017**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: SUP-37017
RADIUS: 1000 FT
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL

**** CONDITIONS ****

The Planning Commission (6-0 vote) and staff recommend DENIAL, if approved subject to conditions:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Repair Garage, Minor use.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. The existing chain link fence shall be repaired within 30 days of approval, and maintained in good condition thereafter.

Public Works

4. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Martin L King Boulevard widening project and any other public improvement projects adjacent to this site.

SUP-37017 - Staff Report Page One
March 17, 2010 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Auto Repair Garage, Minor to be located at 1501 West Carey Avenue. Currently, the site consists of an existing garage facility of 1,392 square feet with two service bays facing the public right-of-way. Previously, the site was occupied by a nonconforming Auto Garage, Major, which went out of business as of 03/18/08. The nonconforming status subsequently expired and a new Special Use Permit is required. Staff is recommending denial of the request because of the use of chain link fencing, which is aesthetically incompatible with surrounding development, and because the use cannot meet minimum Special Use Permit requirement #2 in Title 19.04.10. If denied, the proposed use will not be permitted at this proposed location.

ISSUES

- The existing garage facility has service bays facing the public right-of-way and has an existing chain link fence that is used to secure the rear and side of the garage facility.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales</i>	
04/25/07	A deed was recorded for change of ownership.
02/11/10	The Planning Commission (6-0 vote) and staff recommend DENIAL (PC Agenda Item #6/ao).
<i>Related Building Permits/Business Licenses</i>	
01/01/51	A business license (G03-01050) was issued for a Garage-Major Auto at 2399 North Martin L. King Boulevard. The license was marked out of business on 03/18/08.
c. 1966	The existing Auto Garage was constructed.
<i>Pre-Application Meeting</i>	
12/02/09	A pre-application meeting was held to discuss the application submittal requirements for an Auto Repair Garage, Minor use. Topics included: • A discussion regarding the proximity to North Las Vegas, resulting in the Special Use Permit request being denied a Project of Regional Significance. • The on-site parking requirement, which requires five spaces, plus one space for each 200 square feet of gross floor area. • A waiver would have to be requested because of minimum Special Use Permit requirement #2 which states: "Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties."

SUP-37017 - Staff Report Page Two
March 17, 2010 - City Council Meeting

Neighborhood Meeting	
A neighborhood meeting is not required for this application, nor was one held.	
Field Check	
01/07/10	Staff conducted a site visit and observed the following: • An existing vacant garage facility was on the property with abandoned trucks located at the rear of the property. • An existing chain link fence is used for screening the east and south portion of the property. • The widening construction project for Martin Luther King Boulevard was being done along the perimeter of the property on the Martin Luther King Boulevard side.

Details of Application Request	
Site Area	
Gross Acres	.44

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Auto Repair Garage	MXU (Mixed Use - Downtown Land Use)	C-1 (Limited Commercial)
North	Convenience Store	City of North Las Vegas	City of North Las Vegas
South	Vacant building	MXU (Mixed Use - Downtown Land Use)	C-1 (Limited Commercial)
East	Undeveloped	MXU (Mixed Use - Downtown Land Use)	R-2 (Medium Low Density Residential) / C-2 (General Commercial)
West	Community Center	PF (Public Facility)	C-V (Civic)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan			
West Las Vegas Plan	X		Y
Special Districts/Zones	Yes	No	Compliance
Special Purpose and Overlay Districts			
A-O Airport Overlay District (105 Feet)	X		Y
Las Vegas Redevelopment Plan (Downtown Redevelopment Area)	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		Y

AO

SUP-37017 - Staff Report Page Three
March 17, 2010 - City Council Meeting

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Width	100 Feet	145 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	20 Feet 10 Feet 15 Feet 20 Feet	72 Feet 48 Feet 66 Feet 24 Feet	Y
Max. Lot Coverage	50%	11%	Y
Max. Building Height	N/A	15 Feet	Y

Per Title 19.08.

Parking Requirement – Use the other table							
Use	Gross Floor Area or Number of Units	Base Parking Requirement			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Auto Repair Garage, Minor	1,392 SF	5 spaces plus 1:200 SF	11	1	11	1	Y
TOTAL	1,392 SF		12		12		Y
Loading Spaces		1			1		Y

Waivers		
Requirement	Request	Staff Recommendation
Per Title 19.04.010 Auto Repair Garage, Minor condition #2 “openings to the service bays shall not face public right-of-way.”	To allow the openings of the existing service bays to face public right-of-way.	Denial

SUP-37017 - Staff Report Page Four
March 17, 2010 - City Council Meeting

ANALYSIS

According to Title 19, an “Auto Repair Garage, Minor” is defined as “a facility for the performance of minor repair and service of vehicles of 10,000 pounds gross vehicle weight or less.” The subject site is independently parceled and has ample space for on-site parking. Located on the west side of the building and on the south of the building is a chain link fence used for security. Chain link fencing is not a permitted fencing material except as temporary construction fencing or unless approved as part of an overall site review, per Title 19.12.075 (H). However, the applicant wishes to keep the existing fencing and distribute the onsite parking perpendicular to the west wall of the site and perpendicular to the north property line. The existing chain link fence is in poor condition, and is not compatible with surrounding development. If approved, a condition has been added to require that the fence be repaired and maintained.

The hours of operation for the facility will be from 8:00 a.m. from 6:00 p.m., Monday through Saturday. The subject site was previously occupied by a nonconforming Auto Repair Garage, Major use. This garage ceased operation 03/18/08, and the nonconforming status expired one year later; therefore, a new Special Use Permit for the proposed use is required. The proposed use does not comply with the requirements of Title 19 because it does not meet minimum Special Use Permit requirements and chain link fencing is not a permitted fencing material. The use cannot therefore be conducted in a manner that is compatible with existing and surrounding land uses; therefore, staff recommends denial of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **“The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.”**

The proposed Auto Repair Garage, Minor use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding commercial uses because of the use of chain link fencing.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

The subject site has ample space on-site for parking that makes it physically suitable for the proposed Auto Repair Garage, Minor use.

SUP-37017 - Staff Report Page Five
March 17, 2010 - City Council Meeting

3. **“Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.”**

Access to the site is via Carey Avenue and Martin Luther King Boulevard. Both are designated as 100-foot Primary Arterials by the Master Plan of Streets and Highways. These thoroughfares are capable of accommodating the traffic flow created by the site and the use.

4. **“Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.”**

If approved, the proposed use on this site will be subject to periodic inspection by regulatory agencies for business licensing and environmental health, and it will therefore not compromise the 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 Auto Repair Garage Minor cannot meet minimum Special Use Permit requirement #2 for the use in Title 19.04.10 stating that opening a service bays should not face the public right-of-way.

PLANNING COMMISSION ACTION

Conditions one and two to be removed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

9

NOTICES MAILED

118 (By City Clerk)

APPROVALS

0

PROTESTS

0

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit
 Project Address (Location) 1501 W. Carey
 Project Name Pete's Auto Services Proposed Use C1
 Assessor's Parcel #(s) 139-21-102-004 Ward # 5
 General Plan: existing _____ proposed _____ Zoning: existing C1 proposed _____
 Commercial Square Footage 3242 Floor Area Ratio _____
 Gross Acres 0.44 Lots/Units 0 Density _____
 Additional Information _____

PROPERTY OWNER KimTari R. Fortson Contact (702) 788
 Address 729 Miller Avenue Phone: 524-6715 Fax: _____
 City North Las Vegas State Nevada Zip 89030
 E-mail Address _____

APPLICANT Calvin Peterson Contact _____
 Address 316 Purple Passion Ave Phone: 375-8012 Fax: 987-5892
 City N Las Vegas State NV Zip 89032
 E-mail Address Cepeterson@cox.net

REPRESENTATIVE Calvin Peterson Contact _____
 Address 316 Purple Passion Ave Phone: 375-8012 Fax: 987-5892
 City N. Las Vegas State NV Zip 89032
 E-mail Address Cepeterson@cox.net

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Preliminary Maps.

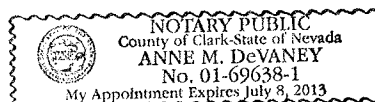
Print Name KimTari R. Fortson

Subscribed and sworn before me

This 21st day of December, 2009.

Anne M. DeVane

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	SUP-37017
Meeting Date:	<u>2/11/2010</u>
Total Fee:	<u>1030.00</u>
Date Received:	<u>12/22/09</u>
Received By:	<u>MREX</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable provisions of the Zoning Ordinance.

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit
 Project Address (Location) 1501 W. Carey
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 General Plan: existing _____ proposed _____ Zoning: existing C1 proposed _____
 Commercial Square Footage 3242 Floor Area Ratio _____
 Gross Acres .044 Lots/Units 0 Density _____
 Additional Information _____

PROPERTY OWNER Tonya A. Fortson Contact _____
 Address 2011 Goldhill Avenue Phone: 702-648-7939 Fax: _____
 City LAS VEGAS, State NV Zip 89106
 E-mail Address _____

APPLICANT Calvin Peterson Contact _____
 Address 316 Purple Passion Ave Phone: 375-8012 Fax: 987-5892
 City N. Las Vegas State NV Zip 89032
 E-mail Address cepetereson@cox.net

REPRESENTATIVE Calvin Peterson Contact _____
 Address 316 Purple Passion Ave Phone: 375-8012 Fax: 987-5892
 City N. Las Vegas State NV Zip 89032
 E-mail Address cepetereson@Cox.net

Property Owner Signature* Tonya A. Fortson
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

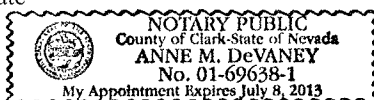
Print Name Tonya A. Fortson

Subscribed and sworn before me

This 21st day of December, 2009.

Anne M. DeVane

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

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Commercial Square Footage 3242 Floor Area Ratio _____
Gross Acres 0.44 Lots/Units 0 Density _____
Additional Information _____

PROPERTY OWNER KimTari, Tonya, Robbilyn Fortson Contact Robbi
Address 2011 Goldhill Avenue Phone: 646-7655 Fax: _____
City Las Vegas State NV Zip 89106
E-mail Address robbilynfortson@aol.com

APPLICANT Calvin Peterson Contact _____
Address 316 Purple Passion Ave Phone: 375-8012 Fax: 987-5892
City N. Las Vegas, NV State NV Zip 89032
E-mail Address Cepeterson@cox.net

REPRESENTATIVE Calvin Peterson Contact _____
Address 316 Purple Passion Ave Phone: 375-8012 Fax: 987-5892
City N. Las Vegas State NV Zip 89032
E-mail Address Cepeterson@cox.net

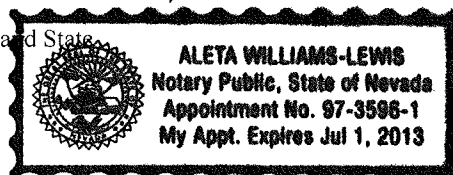
Property Owner Signature* Robbilyn P. Fortson
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robbilyn P. Fortson

Subscribed and sworn before me

This 7th day of December, 20 09.
Aleta Williams Lewis

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37017
Meeting Date:	<u>2/11/2010</u>
Total Fee:	<u>1030.00</u>
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f:\depot\Application Packet\Application Form.pdf



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37017** APN: 139-21-102-004

Name of Property Owner: KimTari R. Fortson

Name of Applicant: Calvin Peterson

Name of Representative: Calvin Peterson

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: _____

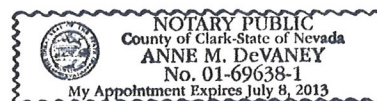
Signature of Property Owner: [Signature]

Print Name: KimTari R. Fortson

Subscribed and sworn before me

This 21st day of December, 2009

Anne M. DeVaney
Notary Public in and for said County and State



RECEIVED



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37017** APN: 139-21-102-004

Name of Property Owner: Tonya A. Fortson

Name of Applicant: Calvin Peterson

Name of Representative: Calvin Peterson

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: Tonya A. Fortson

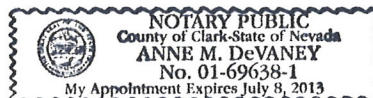
Print Name: Tonya A. Fortson

Subscribed and sworn before me

This 21st day of December, 2009

Anne M. Devaney

Notary Public in and for said County and State



RECEIVED



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37017** APN: 139-21-102-004

Name of Property Owner: KimTari, Tonya, Robbilyn Fortson

Name of Applicant: Calvin Peterson

Name of Representative: Calvin Peterson

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): _____

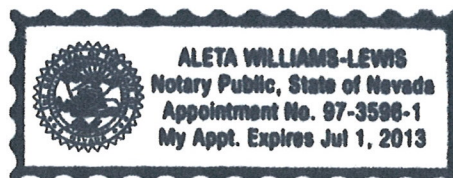
APN: _____

Signature of Property Owner: Robbilyn P. Fortson

Print Name: Robbilyn P. Fortson

Subscribed and sworn before me

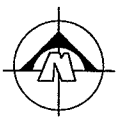
This 7th day of December, 2009
Aleta Williams-Lewis
Notary Public in and for said County and State



RECEIVED

DEC 22 2009

Project:		Drawing Title:	
Scale: EACH SHEET		Address:	
Phase: CDS	Date: 11.06.2009	1501 W. CAREY AVE., LAS VEGAS, NV 89115	
Tel: (702) 351-5185		Owner:	
Drawn: FRANCISCO IBARRA		Sheet No. A-03	
		Rev. Date Appr. Issues & Rev.	



PARKING ANALYSIS

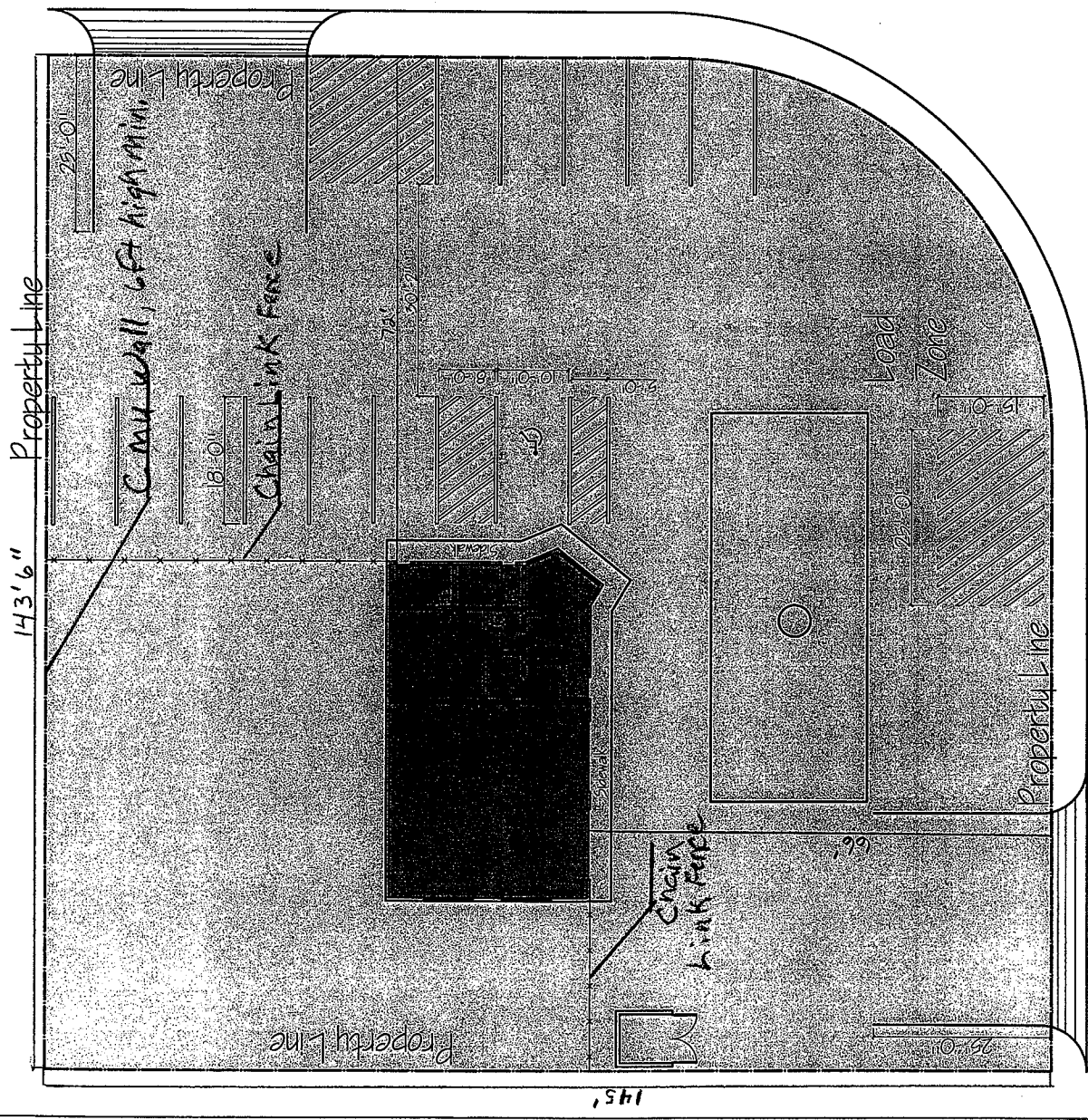
TOTAL AREA=548 sf
 $(548 / 200) = 2.74 = 3$

TOTAL PARKINGS REQUIRED = 5+3
 HANDICAP PARKINGS = 1 (MINIMUM)

11 REGULAR PARKINGS PROVIDED
 1 HANDICAP PARKINGS PROVIDED

FIVE SPACES PLUS ONE SPACE FOR EACH 200 SF OF GROSS FLOOR AREA

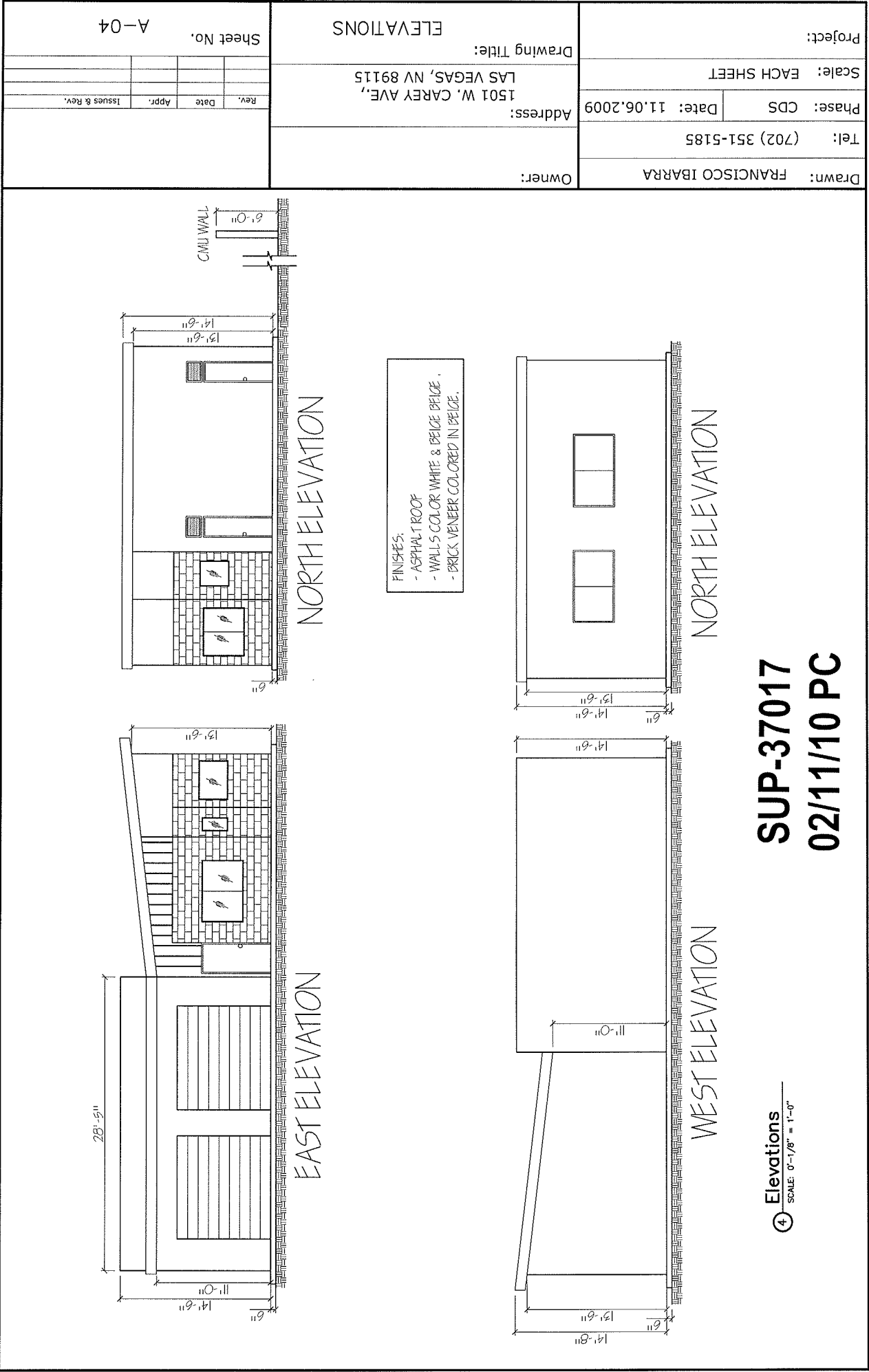
RECEIVED
 JAN 22 2010
 SCALE 1/8" = 1'-0"



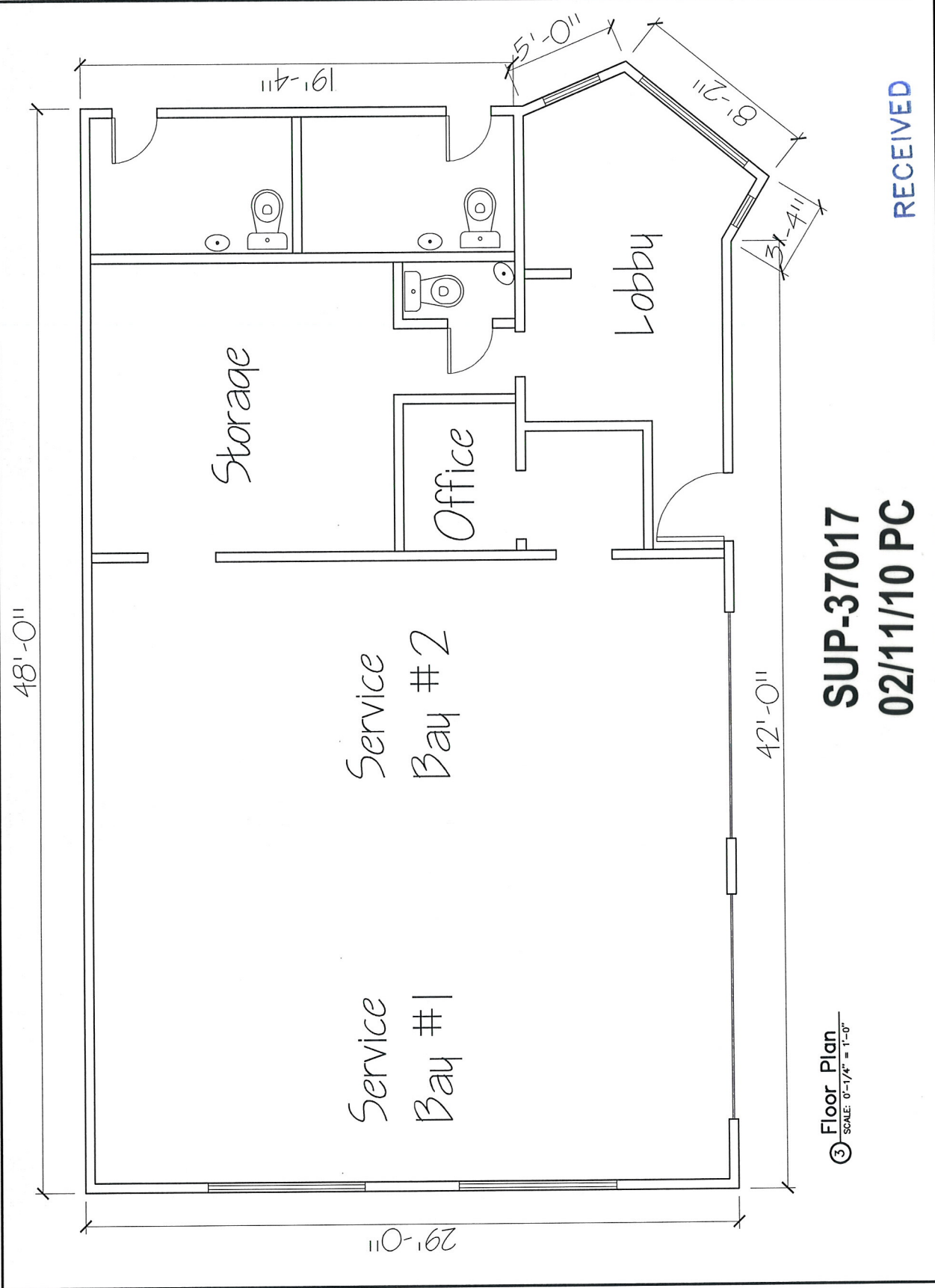
**SUP-37017
 REVISED
 02/11/10 PC**

RECEIVED

DEC 22 2009



Project:		Scale: EACH SHEET	
Phase: CDS		Date: 11.06.2009	
Tel: (702) 351-5185		Drawn: FRANCISCO IBARRA	
Owner:		Address: 1501 W. CAREY AVE., LAS VEGAS, NV 89115	
Drawing Title: FLOOR PLAN		Sheet No. A-02	
Rev.	Date	Appr.	Issues & Rev.

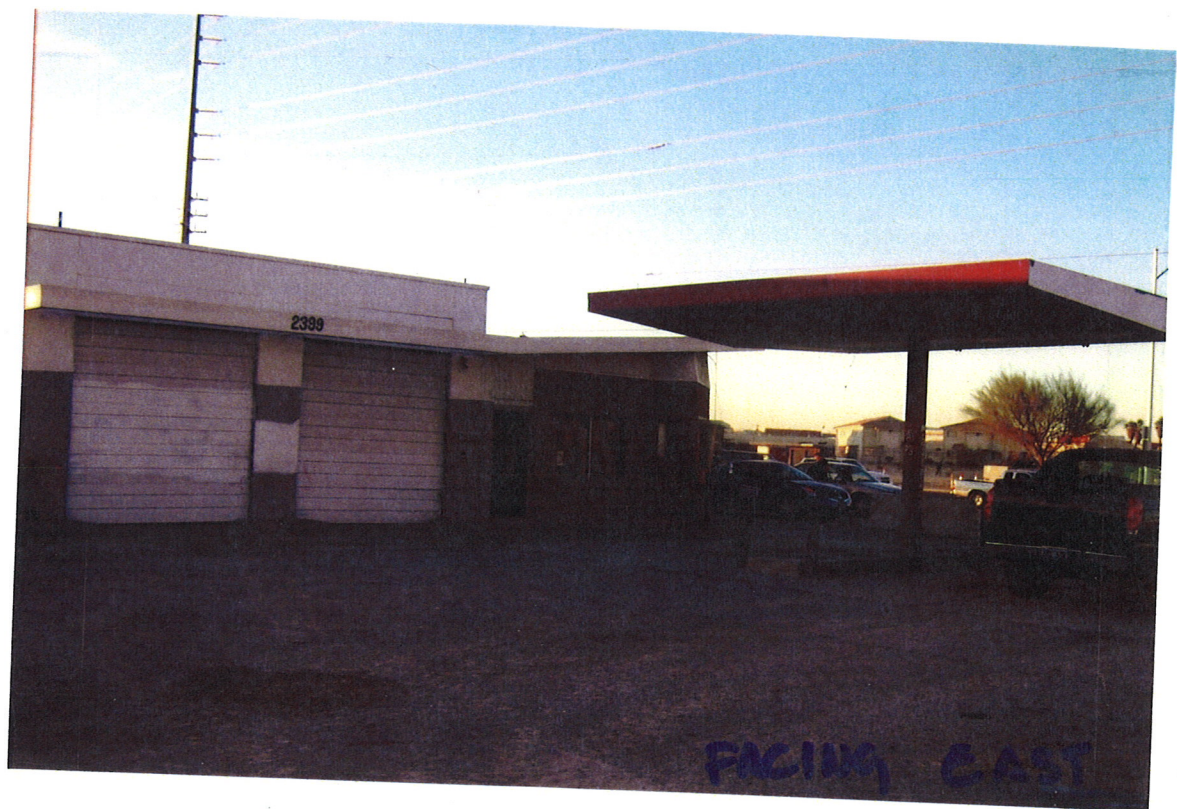


③ Floor Plan
SCALE: 0'-1/4" = 1'-0"

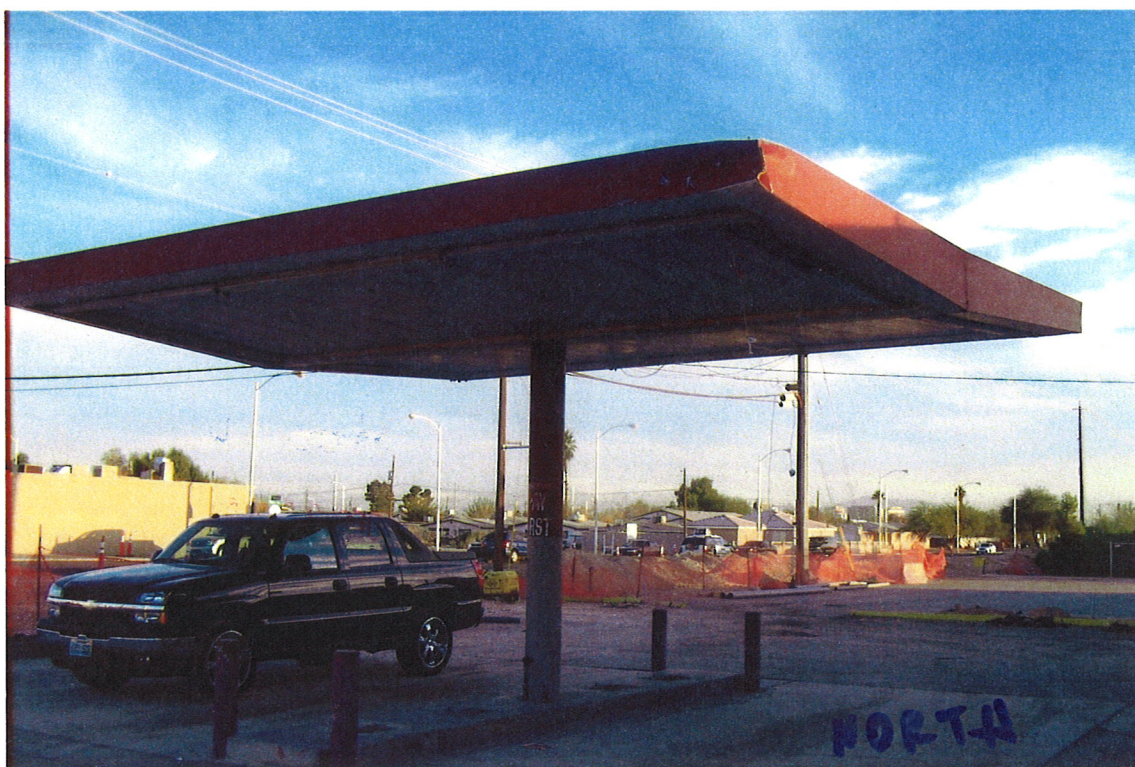
SUP-37017
02/11/10 PC

RECEIVED

DEC 22 2009



SUP-37017
02/11/10 PC



SUP-37017
02/11/10 PC



SUP-37017
02/11/10 PC



SUP-37017
02/11/10 PC



SUP-37017
02/11/10 PC



**SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON ET AL
1501 WEST CAREY AVENUE
FEBRUARY 11, 2010 PLANNING COMMISSION**

01/07/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON ET AL
1501 WEST CAREY AVENUE
FEBRUARY 11, 2010 PLANNING COMMISSION

01/07/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON ET AL
1501 WEST CAREY AVENUE
FEBRUARY 11, 2010 PLANNING COMMISSION

01/07/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON ET AL
1501 WEST CAREY AVENUE
FEBRUARY 11, 2010 PLANNING COMMISSION

01/07/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON ET AL
1501 WEST CAREY AVENUE
FEBRUARY 11, 2010 PLANNING COMMISSION

01/07/10

CITY CLERK

2010 FEB 17 P 3:54

Ms. Vicky Skilbred
City Clerk, City of Las Vegas
400 East Stewart Ave.
Las Vegas, Nv. 89101

Re: Appeal of the Planning Commission denial of SUP-37017 at the February 11, 2010
Planning Commission Meeting.

Dear Ms. Skilbred:

On behalf of KimTari, Tonya & RobbiLyn Fortson, the owners of the property and Calvin Peterson the applicant, we are respectfully requesting an appeal of the Planning Commission's decision to deny SUP-37017 for an Auto Repair Garage, Minor. The property is located at 1501 W. Carey Ave.

We request that the application be heard on the City Council meeting of March 17, 2010 to allow us time to prepare for all issues to be addressed.

Respectfully,



Calvin Peterson
Applicant

JUSTIFICATION LETTER

Las Vegas, Friday, January 22, 2010

To whom it may concern:

- I would like to apply for a Special Use Permit for an Auto Repair Garage Minor in a C-1 Zone (Limited Commercial District) as permitted under the City of Las Vegas “**Auto Repair Garage, Minor** : A facility for the performance of minor repairs and services are limited to electronic tune-ups, brake repairs(including drum turning), air conditioning repairs, generators and starter repairs, tire repairs, front end alignments, smog testing, lubrication, selling/installing minor parts and accessories and other similar activities.”
- The Auto Repair Shop will have four to five employees.
- I plan to open six days a week from 8 a.m. to 6 p.m. Monday to Saturday.
- The shop was licensed before as a gas station with auto repair.
- After the Special Use Permit is approved and the City of Las Vegas issues us a license I will apply for a Garage License with the Nevada DMV.
- The shop area is 538 sq ft and a total building area of 1392 sq ft for the entire building, and we have 11 regular parking spaces plus 1 (one) van accessible handicap and is already set up as a Auto Repair Facility with two bays but we need to apply to waive the requirement that states “ Openings to the service bays shall not face public right-of way and shall be designed to minimize the visual intrusion into adjoining properties” because the bays at this building face Martin Luther King Blvd and I will also keep the fence with its cover on the property and the fence door will remain open during business hours.
- The length in time for which the permit is sought is indefinite since I plan to stay in this type of business for as long as I am permitted.
- I also believe that by allowing us to work under a Special Use Permit at this busy and neglected location on Carey Ave. and Martin Luther King Blvd. we could be providing services for many citizens and their minor auto and tire needs who now have to drive all the way to Las Vegas Blvd and Lake Mead or even further down to find a competitive price and good products.
- I hope my permit is approved so I can start my business as soon as possible.

X 

Calvin Peterson
Owner

SUP-37017
REVISED
02/11/10 PC

RECEIVED
JAN 22 2010

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 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

